



## City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, September 17, 2024, at 6:00 PM

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# AGENDA

## CALL TO ORDER & ROLL CALL

### City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

Utilities Director Dane Sorensen

Parks & Community Services Director Andy Binz

Maintenance Director Riley Sublett

IT Director Jason Weinstock

Planning Director Tory Carpenter

People & Communications Director Lisa Sullivan

## PLEDGE OF ALLEGIANCE

## PRESENTATION OF CITIZENS

*A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations*

will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

## CONSENT AGENDA

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

- 1. Approval of the September 3, 2024 City Council regular meeting minutes.**
- 2. Approval of the appointment of Kathy Boydstone for a term ending September 30, 2025, and the reappointment of Todd Purcell, Terry Polk, and Penny Reeves to the Dripping Springs Ranch Park Board for a term ending September 30, 2026, and the reappointment of Todd Purcell as Committee Chair for a term of one (1) year term.**
- 3. Approval of 2025 City of Dripping Springs Holiday Calendar. Sponsor: Mayor Bill Foulds, Jr.**
- 4. Discuss and consider approval of a Temporary Street Closure Permit Application from the Dripping Springs Visitors Bureau to close portions of Mercer Street, San Marcos Street, and Old Fitzhugh Road on the weekend of October 18-20, 2024. Sponsor: Council Member Sherrie Parks.**
- 5. Approval of the August 2024 City Treasurer's Report.**
- 6. Approval of Amendment No. 3 to the existing Professional Services Agreement between the City of Dripping Springs and Architexas for Full Architectural Services to update the Stephenson Building Construction Documents based on council approved value engineering proposals and authorize staff to finalize amendment. Sponsor: Mayor Pro Tem Taline Manassian**

## BUSINESS AGENDA

- 7. Public Hearing, Presentation, and Possible Action on an Ordinance Levying Special Assessments for, and Apportioning the Costs of, Certain Improvements to Property in and for the Heritage Public Improvement District Improvement Area #2; Fixing a Charge and Lien against all properties within Improvement Area #2 of the District, and the Owners Thereof; Providing for the Manner and Method of Collection of Such Assessments; Providing for Penalties and Interest on Delinquent Assessments; Making a Finding of Special Benefit to Property in the District and the Real and True Owners Thereof; Approving a Service and Assessment Plan; Providing a Severability Clause; and Providing an Effective Date.**
  - a. Staff Report
  - b. Public Hearing
  - c. Ordinance

- 8. Discuss and consider approval of an Ordinance Authorizing the Issuance of the "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)"; Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and other Agreements and Documents in Connection therewith; Making Findings with Respect to the Issuance of such Bonds; and Providing an Effective Date.**
  - a. Staff Report
  - b. Public Hearing
  - c. Ordinance
- 9. Presentation regarding the proposed Municipal Budget for Fiscal Year 2025.**
- 10. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas, amending the 2023-2024 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.**
  - a. Staff Report
  - b. Public Hearing
  - c. Budget Ordinance
- 11. Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas, adopting the 2024-2025 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.**
  - a. Staff Report
  - b. Public Hearing
  - c. Budget Ordinance
- 12. Public hearing and consideration of approval of an Ordinance setting the 2023 Ad Valorem Tax and Levy at One Thousand Seven Hundred Ninety-Four Ten Thousands Cents (\$0.1794) per one hundred (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.**
  - a. Staff Report
  - b. Public Hearing
  - c. Tax Rate Ordinance
- 13. Discuss and consider approval of a Resolution ratifying the Municipal Budget for Fiscal Year 2024-2025; funding municipal purposes; authorizing expenditures; filing of budget; repealer; severability; effective date; and proper notice.**
- 14. Discuss and consider approval of CUP2024-005: A Conditional Use Permit for a Wireless Transmission Facility at 27320 Ranch Road 12. Applicant: Vincent Huebinger, Vincent Gerard & Associates**

- a. Applicant Presentation
- b. Staff Report
- c. Planning & Zoning Commission Report
- d. Public Hearing
- e. Conditional Use Permit

**15. Discuss and consider approval of CUP2024-004: A Conditional Use Permit to allow a mobile food vendor at 121 Mercer Street. Applicant: Jeff Carman, Meaty Boys BBQ**

- a. Applicant Presentation
- b. Staff Report
- c. Planning & Zoning Commission Report
- d. Public Hearing
- e. Conditional Use Permit

**16. Discuss and consider approval of the selection of a bidder for the City Hall Renovations and authorize staff to enter into agreement with selected bidder. Sponsor: Mayor Bill Foulds, Jr.**

**17. Public Hearing and consideration of an Ordinance of the City of Dripping Springs, Texas amending the Code of Ordinances, Chapter 24: Building Regulations: Article 24.02. Technical and Construction Codes and Standards: Division 2. Residential Building Code, and Division 3. Commercial Building Code and Existing Building Code; Facilitating the Acceptance of Design Engineer Inspections for Engineered Foundation Systems. Sponsor: Mayor Bill Foulds, Jr.**

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

**18. Public Hearing and consideration of an Ordinance of the City of Dripping Springs, Texas Amending the Code of Ordinances, Chapter 24: Building Regulations: Article 24.02 Technical and Construction Codes and Standards; Division 4: Electrical Code; Adopting the Updated National Electrical Code. Sponsor: Mayor Bill Foulds, Jr.**

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

**19. Discuss and consider approval of an Interlocal Agreement between the City of Dripping Springs and Hays County related to POSAC funding of the Rathgeber Natural Resource Park. Sponsor: Mayor Bill Foulds, Jr.**

**20. Discuss and consider approval of an Interlocal License Agreement between the City of Dripping Springs and Hays County to use property at the Dripping Springs Ranch Park for use as a voting location through the placement of temporary structures. Sponsor: Council Member Sherrie Parks**

**21. Discuss and consider approval of a Park Irrigation Extension Installation and Use Agreement between the City of Dripping Springs and Dripping Springs Youth Sports**

**Association, Inc. regarding the extension and use of reuse water for irrigation purposes at Sports and Recreation Park and Founders Park. Sponsor: Mayor Bill Foulds, Jr.**

## REPORTS

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

### 22. **Planning Department Report**

## CLOSED SESSION

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

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

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

October 1, 2024, at 6:00 p.m.

October 15, 2024, at 6:00 p.m.

November 5, 2024, at 6:00 p.m.

### Board, Commission & Committee Meetings

Parks & Recreation Commission, September 18, 2024, at 6:00 p.m.

Emergency Management Committee, September 19, 2024, at 12:00 p.m.

Utility Commission, September 19, 2024, at 4:00 p.m.

## ADJOURN

## TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on September 13, 2024 at 5:30 p.m.*

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*Diana Boone, City Secretary*

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



## City Council & Board of Adjustment Regular Meeting

*City of Dripping Springs Council Chambers*

*511 Mercer Street - Dripping Springs, Texas*

*Tuesday, September 03, 2024, at 6:00 PM*

### MINUTES

#### CALL TO ORDER & ROLL CALL

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

##### City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian (*Absent*)

Council Member Place 2 Wade King (*Absent*)

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Mayor Pro Tem Manassian and Council Member King were not present

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

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

DSRP Manager Emily Nelson

Parks & Community Services Director Andy Binz

Visitors Bureau Manager Pam King

IT Director Jason Weinstock

Emergency Management Coordinator Roman Baligad

Community Events Coordinator Johnna Krantz

People & Communications Director Lisa Sullivan

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Foulds.

#### PRESENTATION OF CITIZENS

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*the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

David Douglas, Lindsey Thomas, and Kirsten Hammersley spoke concerning the Dripping Springs Mountain Bike Club.

Eugene Foster spoke in regards to the Stephenson Building Plan.

**PROCLAMATIONS & PRESENTATIONS**

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

- 1. **Proclamation of the City of Dripping Springs recognizing Brenda Medcalf's 19 years of service and declaring September 10, 2024, as "Brenda Medcalf Day" in the City of Dripping Springs, Texas. Sponsor: Mayor Bill Foulds, Jr.**

Council Member Parks read the Proclamation and presented it to Brenda Medcalf's family.

- 2. **Proclamation of the City of Dripping Springs proclaiming the month of September 2024, as "National Preparedness Month" in the City of Dripping Springs, Texas. Sponsor: Council Member Geoffrey Tahuahua**

Council Member Tahuahua read the Proclamation and presented it to Emergency Management Coordinator Roman Baligad

- 3. **Proclamation of the City of Dripping Springs proclaiming the months of September - November 2024 and March - May 2025, as "Lights Out Migratory Months" in the City of Dripping Springs, Texas. Sponsor: Council Member Sherrie Parks**

Council Member Parks read the Proclamation and presented it to Community Events Coordinator Johnna Krantz.

- 4. **Presentation regarding the proposed Municipal Budget for Fiscal Year 2025.**

This item was presented by Deputy City Administrator Shawn Cox. No action was taken. Presentation is on file.

**CONSENT AGENDA**

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



5. **Approval of the August 20, 2024 City Council meeting minutes.**
6. **Approval to authorize City Staff to exceed \$50,000.00 worth of purchases from Tellus Equipment Solutions for the Purchase of a Utility Vehicle that was budgeted for the Visitors Bureau in Fiscal Year 2024.** *Sponsor: Mayor Bill Foulds, Jr.*
7. **Approval to authorize the Mayor to cast the city's votes in the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.** *Sponsor: Mayor Bill Foulds, Jr.*
8. **Approval to authorize the Mayor to cast the city's vote in the Texas Municipal League Region 10 Election.** *Sponsor: Mayor Bill Foulds, Jr.*
9. **Approval of Amended HDR Master Owner-Engineer Agreement for Fiscal Year 2025 for three years, On-Call Services Task Order for Fiscal Year 2025, and authorize staff to approve task orders which are budgeted and that do not exceed a single expenditure of fifty thousand dollars.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion to approve Consent Agenda items 5-9 was made by Council Member Tahuahua and seconded by Council Member Crow.

The motion to approve carried unanimously 3 to 0.

## **BUSINESS AGENDA**

10. **Discuss and consider action on possible updates to the Stephenson Building Plan.** *Presenters: Keenan Smith, TIRZ Project Manager; Architexas*

Project Manager Keenan Smith presented the revised total cost for the project.

Mayor Pro Tem Manassian was absent from the meeting. A memo written by Mayor Pro Tem Manassian expressing her support for the project was read by Keenan Smith.

A motion was made by Council Member Parks and seconded by Council Member Tahuahua, to approve the Stephenson Building plan.

The motion to approve carried unanimously 3 to 0.

11. **Discuss and consider approval of the Rathgeber Natural Resource Park Vision Plan.** *Sponsor: Mayor Pro Tem Taline Manassian*

This item was presented by Parks & Community Services Director Andy Binz. Presentation is on file.

A motion was made by Council Member Crow and seconded by Council Member Parks, to approve the Rathgeber Natural Resource Park Vision Plan.

The motion to approve carried unanimously 3 to 0.

- 12. Public Hearing regarding the Proposed 2024 Ad Valorem Tax and Levy of One Thousand Seven Hundred and Ninety Four Ten-Thousands Cents (\$0.1794) per one hundred (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.**

No one spoke during the Public Hearing.

This item was presented by Deputy City Manager Shawn Cox. No Action was taken. Presentation is on file.

- 13. Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas, adopting the 2024-2025 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.**

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

A motion to postpone this item was made by Council Member Tahuahua and seconded by Council Member Crow.

The motion to postpone carried unanimously 3 to 0.

- 14. Discuss and consider approval of a Professional Services Agreement with Halff Associates, Inc. for the procurement of the Parks, Recreation & Open Space Master Plan.**      *Sponsor: Mayor Pro Tem Manassian*

This item was presented by Parks & Community Services Director Andy Binz. Senior Planner from Halff Associates was available to answer questions. Presentation is on file.

A motion was made by Council member Parks and seconded by Council Member Crow, to approve the Professional Service Agreement with Halff Associates, Inc.

The motion to approve carried unanimously 3 to 0.

- 15. Discuss and consider approval of a resolution denying Texas Gas Service Company's proposed rate request at the City level.** *Sponsor: Mayor Pro Tem Taline Manassian*

Resolution Filed as 2024-R18

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to approve the denial of the Texas Gas Service Company's proposed rate.

The motion to deny the proposed rate carried unanimously 3 to 0.

- 16. Discuss and consider termination of the Use Agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club governing access to multi-use trails at Dripping Springs Ranch Park and direction to staff to negotiate future**

**agreement governing access to multi-use trails at Dripping Springs Ranch Park.**

*Sponsor: Council Member Sherrie Parks.*

A motion was made by Council Member Parks and seconded by Council Member Tahuahua, to move item 16 to Closed Session, along with items 17-20 (under sections 551.071, 551.072, 551.073, and 551.074).

The motion carried unanimously 3 to 0.

**CLOSED SESSION**

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

- 16. Discuss and consider termination of the Use Agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club governing access to multi-use trails at Dripping Springs Ranch Park and direction to staff to negotiate future agreement governing access to multi-use trails at Dripping Springs Ranch Park.**

Closed Session ended at 7:31 p.m. for item 16 only.

A motion was made by Council Member Crow and seconded by Council Member Parks, to terminate the agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club, and to appoint Council Members Crow and Parks to oversee a new agreement.

The motion to terminate the agreement carried unanimously 3 to 0.

A motion was made by Council Member Tahuahua and seconded by Council Member Crow to return to Closed Session for items 17-20, under sections 551.071, 551.072, and 551.074

The motion to return to Closed Session carried unanimously 3 to 0.

The City Council met under Closed Session for items 17-20, starting at 7:38 p.m.

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

**Agreements, facility liability coverage, and related items.** *Consultation with Attorney, 551.071*

18. **Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
19. **Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, policies, and duties of Shawn Cox, Ginger Faught, Michelle Fischer, Lisa Sullivan, Kevin Campbell, Sonny Garza, Lily Sellers, Amy Kappler, Nick Spillar, Laura Mueller, Riley Sublett, Alison Jamieson, Billy Stevens, Johnna Krantz, Charlie Reed, Shane Pevehouse, John Hill, Selina Segovia, Tory Carpenter, Caylie Houchin, Andrew Thompson, Jason Weinstock, Gray Lahrman, Andy Binz, Teri Sanders, Fletcher Engstrom, Mark Escobedo, Robert Hutson, Kyle Hagen, Jose Esquivel, Cathy Gieselman, Stephanie Hartnett, Anthony Pennell, Wacey Henager, Kat Griego, Sam Larghe, Melanie Engels, Manny Espinosa, Ella Newman, Hannah Salakhov, Chris Segovia, Sarah Scogin, Dane Sorenson, Pam King, Glori Rivas, Patrick Baglietto, Joseph Sell, Rebecca Foxhoven, Heysel Zepeda, Jeffrey Gatlin, Lina Daugvilaite, Aniz Alani, Danny Gonzalez, Madyson Sanchez, Raeann Simpson, Michael Zimmerman, Noe Maldonado, Garrett Osborne, Diana Boone, William Hartman, Sheri Kapanka, Penny Appleman, Roman Baligad, and Emily Nelson.** *Consultation with Attorney, 551.071; Deliberation of Personnel Matters, 551.074.*
20. **Consultation with attorney related to legal issues and options regarding the Dripping Springs Mountain Bike Club.** *551.071, Consultation with Attorney*

The City Council met under Closed Session from 7:38 p.m. to 8:12 p.m.

No action was taken during Closed Session.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

September 17, 2024, at 6:00 p.m.

October 1, 2024, at 6:00 p.m.

October 15, 2024, at 6:00 p.m.

### Board, Commission, & Committee Meetings

Historic Preservation Commission, September 5, 2024, at 4:00 p.m.

TIRZ No.1 & No. 2, September 9, 2024, at 4:00 p.m.

DSRP Board, September 11, 2024, at 11:00 a.m.

## ADJOURN

A motion to adjourn the meeting was made by Council Member Parks and seconded by Council Member Crow.

The motion to adjourn carried unanimously 3 to 0.

The City Council meeting adjourned at 8:12 p.m.

**APPROVED ON:** *September, XX, 2024*

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*Bill Foulds, Jr., Mayor*

**ATTEST:**

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*Diana Boone, City Secretary*



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

**Submitted By:** Diana Boone, City Secretary

**Council Meeting Date:** September 17, 2024

**Agenda Item Wording:** **Approval of the appointment of Kathy Boydstone for a term ending September 30, 2025, and the reappointment of Todd Purcell, Terry Polk, and Penny Reeves to the Dripping Springs Ranch Park Board for a term ending September 30, 2026, and the reappointment of Todd Purcell as Committee Chair for a term of one (1) year term.**

**Agenda Item Requestor:** Diana Boone, City Secretary

**Summary/Background:** *Section 2.04.124 Authority and Responsibilities*

- (a) Meetings. The board members shall conduct meetings once a month. Meetings shall be conducted at the Dripping Springs Ranch Park, unless otherwise deemed appropriate by the chair. The board members may hold public hearings as deemed necessary and appropriate. Other meeting times and locations can be selected by the chairperson, as deemed necessary and appropriate. All meetings are subject to the Open Meetings Act, chapter 551 of the Texas Government Code.
- (b) Policies and implementation. The board members shall advise the city council on recommended policies and application of policies for the development, operation and management of the park and event center. Policy review may be undertaken by the board member upon its own initiative, or at the direction of the city council. The chair may be asked to appear in person to report on specific issues if requested to do so by the parks and recreation commission or the city council.
- (c) Duties and responsibilities. The board shall:
  - (1) Review and make recommendations related to fees, events, forms, and policies of the Dripping Springs Ranch Park.
  - (2) Review, approve, and finalizes sponsorship agreements where the city sponsors an event in an amount in excess of what is allowed in the Dripping Springs Ranch Park Sponsorship Policy (Resolution No. 2017-63) or the city fee schedule. All sponsorships that fall within the sponsorship policy or the city fee schedule may be approved by the event center manager. All approved sponsorship agreements shall be filed with the city administrator and parks and community services director.
  - (3) Work with event center manager and parks and community services director to establish and oversee an operating budget for Dripping Springs Ranch Park, contingent upon approval of the city council.
  - (4) The board shall interview all qualified finalists seeking the event center manager position. Following interviews of the event center manager position, the board shall make recommendations to the city council stating which (if any) candidate should be engaged by the city.

- (5) Work with DSRP event center manager and parks and community services director to provide the city council with monthly financial statements showing income, expenditures, and profit or loss for Dripping Springs Ranch Park facilities.
- (6) Budget. The board may determine expenditures related to the Dripping Springs Ranch Park. All expenditures shall be in accordance with the city's purchasing policy, city budget, and state law. Any expenditure that has not been authorized in the budget, is in excess of the authorized amount, or in an amount in excess of what is authorized by the purchasing policy, shall be submitted to city council before the expenditure may be made. Any approved expenditure shall be submitted to the city's event center manager or the maintenance director, as appropriate, for completion of a purchase order or agreement as required by the city's purchasing policy. If city staff desires a different vendor or product for a purchase, the board and staff's recommendations will be forwarded to the city administrator by city staff. The city administrator's decision shall be final. Any completed purchase of equipment shall immediately also be reported to the city administrator for inclusion in the city's liability coverage.

**Member Selection**

**Section 2.04.123:**

- (b) Appointment and removal. Members of the board shall be appointed by the city council. Board members may be removed by the city council for any reason. Any board member absent for three or more consecutive regular meetings, or more than four regular meetings within a fiscal year, unless excused, shall be deemed to have automatically and voluntarily resigned, and thus vacated the board member's position on the board.
- (c) Terms of office. Each board member will serve a two-year term and may be reappointed upon application. Vacancies on the board may be filled by appointment of the city council for the unexpired term. Upon the creation of the board, the first three members appointed shall serve a two-year term and the other two members appointed shall serve a one-year term initially.

**Membership Requirements**

There are no membership requirements for this board.

**Officer Appointments**

The presiding officer of the board shall be a chair appointed by the city council from among the board members. The presiding officer shall serve a term of two years.

**Current Membership**

<b>Member</b>	<b>Term</b>
Todd Purcell, Chair	09/30/24
Terry Polk, Vice Chair	09/30/24
Pam Owens, Secretary	09/30/25
Mike Carroll	09/30/25
Kathy Boydstone	09/30/25
Penny Reeves	09/30/24

**Application & Appointment**

The three members with expiring terms have requested reappointment. Two applications were received and were interviewed by DSRP Manager Emily Nelson and Council Member Sherrie Parks.

**Recommended  
Council Actions:**

Staff recommends the appointment of new Board member Kathy Boydstone, the reappointment of Todd Purcell, Terry Polk and Penny Reeves, and the reappointment of Todd Purcell as chair of the DSRP Board.

**Attachments:**

Board Application

**Next Steps/Schedule:**

1. Inform current board members
2. Update roster and website
3. Send welcome email to new appointment





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

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**Submitted:** Lisa Sullivan      **Name, Title:** People & Communications Director

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**Council Meeting Date:** September 3, 2024

**Agenda Item Wording:** **Approval of 2025 City of Dripping Springs Holiday Calendar.**

**Agenda Item Requestor:** Lisa Sullivan

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**Summary/Background:** This is to approve the 2025 holiday calendar.

Changes to the calendar:

- We deleted the one-time Eclipse holiday for 2024.

The proposed calendar is attached.

Because we have no eclipse, our number of holidays goes from 15 days to 14 in 2024.

**Commission Recommendations:**

**Recommended Council Actions:**

**Attachments:** Proposed CODS 2025 Holiday Calendar

**Next Steps/Schedule:**



# 2025 City of Dripping Springs Holiday Calendar

## JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

## MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## MAY

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4		6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## JULY

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



## DRIPPING SPRINGS Texas

- 01/01/25 New Year's Day
- 01/20/25 Martin Luther King Jr. Day
- 02/17/25 Presidents' Day
- 05/26/25 Memorial Day
- 06/19/25 Juneteenth
- 07/04/25 Independence Day
- 09/01/25 Labor Day
- 10/13/25 Columbus Day
- 11/11/24 Veterans Day
- 11/27/25 Thanksgiving Day
- 11/28/25 Thanksgiving Holiday
- 12/24/25 Christmas Eve
- 12/25/25 Christmas Day
- 12/31/25 New Year's Eve





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

**Submitted By:** Pam King, Tourism Manager

**Council Meeting Date:** September 17, 2024

**Agenda Item Wording:** **Discuss and consider approval of a Temporary Street Closure Permit Application from the Dripping Springs Visitors Bureau to close portions of Mercer Street, San Marcos Street, and Old Fitzhugh Road on the weekend of October 18-20, 2024.**

**Agenda Item Sponsor:** Council Member Sherrie Parks

**Staff Recommendation:** The 2024 Dripping Springs 10<sup>th</sup> Annual Songwriters Festival will take place downtown from October 18 – October 20, with an estimated attendance of 5,000 people. The festival will occupy portions of Mercer Street and Old Fitzhugh Road, as well as 7 walkable downtown venues. The 2024 Songwriters Festival Traffic Control Plan is based on the City’s prior successful experience with similar downtown events and festivals, and is proposed in the interest of public traffic management and pedestrian safety.

This year, roads will only be closed Friday and Saturday of the festival, as the main stage on Sunday will be behind the Stephenson Building in the grassy field. In order to facilitate access to businesses prior to the start of the festival on Friday and Saturday mornings, Mercer Street will be closed beginning at 6:00 am from just east of the Palm Social to the corner of Mercer and Old Fitzhugh.

At 12:00 (noon) on Friday, and 10:00 on Saturday, those closures will be pushed further out to extend to the west end of the Garnett parking area and San Marcos on the east end.

Roads will open at 9:00 pm both nights.

There will be a hard close on Mercer Street and College Street with ADA parking adjacent to Majama and the former Rental Shop on College Street.

Barricades will be used to block off the area being used in the field adjacent to the Stephenson Building and cones will be placed on Old Fitzhugh to deter drivers from driving onto the grass to go around the road closure on Old Fitzhugh.

Road Closed ahead and type 3 barricades will be placed at the corner of Ranch Road 12 and Old Fitzhugh, near HWY 290 and Mercer Street, just east beyond City Hall and on College Street, just north of the Mazama parking lot entrance

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Handicapped parking will be located in the in the parking lot where the new Roxy's will be located.

**Staff Recommendation:**

Approval of the Temporary Street Closure request for the 2024 Songwriters Festival

Issue the Temporary Road Closure Permit.



## Dripping Spring Songwriters Festival

City of Dripping Springs  
511 Mercer Street, Dripping Springs, TX 78620

September 18, 2024

To: NEIGHBORS OF THE DOWNTOWN HISTORIC DISTRICTS

### NOTIFICATION OF EVENT: October 18-20 at 7 Venues in the Historic Downtown Districts

We have received an approved Special Event Permit on Non-City Property for the 10th annual Dripping Springs Songwriters Festival to be held on Friday, October 18th – Sunday, October 20th. Per the City of Dripping Springs this is notification of the event.

We expect to draw 5,000 people to the Historic Downtown Districts throughout the 3-day festival. The festival starts on Friday, October 18<sup>th</sup> at 1:30pm and ends Sunday, October 20<sup>th</sup> by 8pm. All events will take place in 7 venues in the Historic Downtown Districts on Mercer Street and on Old Fitzhugh Road: The Barber Shop, Acopon Brewing Co., Mazama Coffee Co., Hudson’s on Mercer, The Warehouse District, Sidecar Tasting Room & Haus of Jayne. Each venue will be providing restrooms, food and beverages for the festival attendees. Additional portable toilets and handwashing stations will be near the venues. Off-duty constables have been hired for traffic and crowd control.

The shows will end by 9:00 pm on Friday and Saturday, and 6 pm on Sunday. The artists will be playing acoustic instruments that will be run through a small Bose PA system. We have volunteers that will make sure that all trash is picked up and properly disposed of during the Festival.

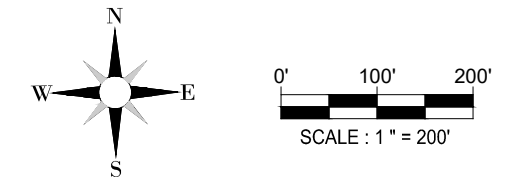
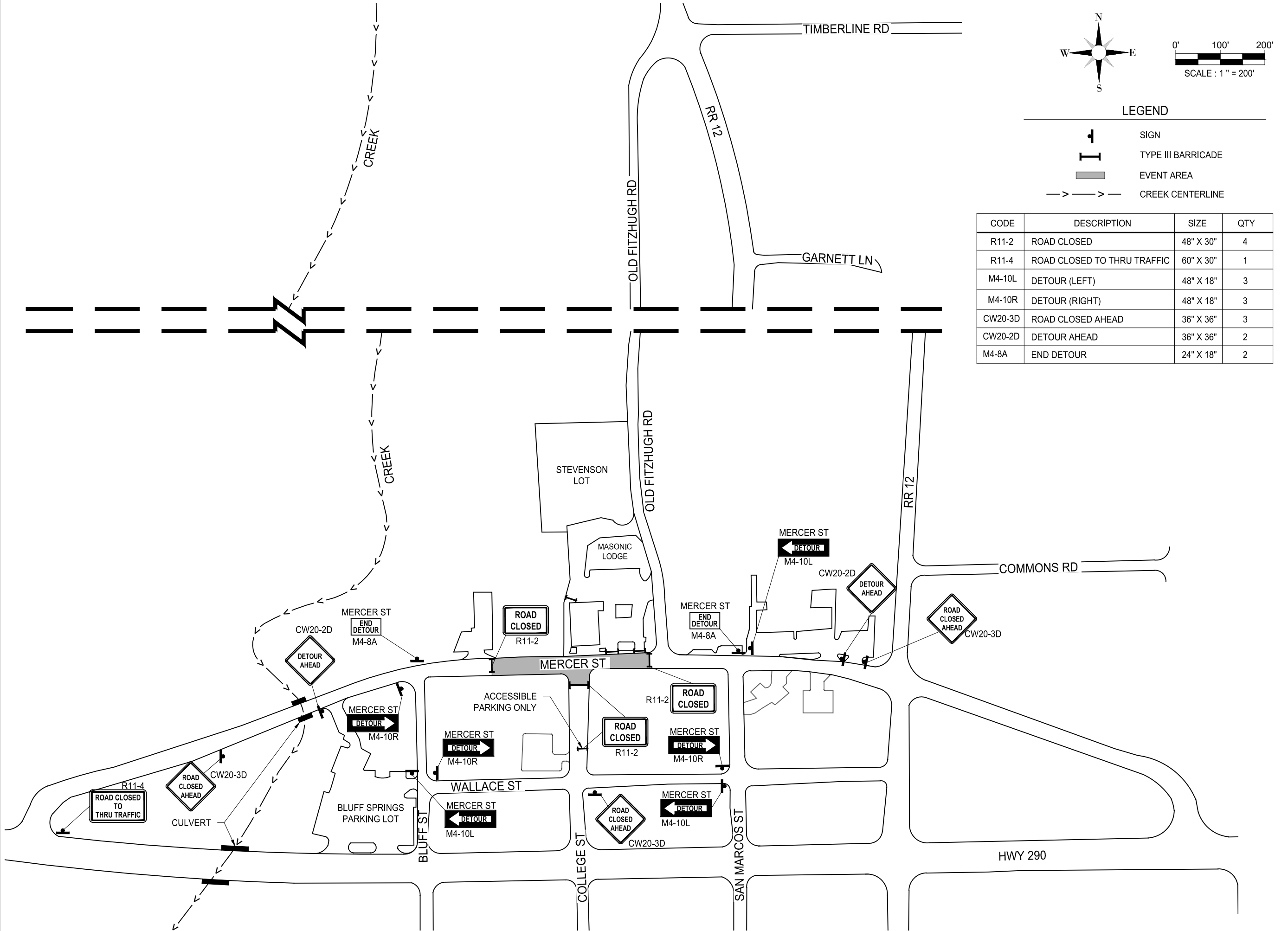
A portion of Mercer Street will be closed beginning Friday morning at 6:00 am, with full closure beginning at noon, and then the same on Saturday with full closure at 10am. It will not be closed at all on Sunday. Old Fitzhugh will be closed from the entrance to the Masonic Lodge to Mercer Street on Friday and Saturday as well (please see the map on the back of this page for details).

We will host songwriters from all across the United States and internationally to perform for the festival and we hope to bring in hundreds of new visitors to the City.




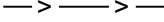
There’s going to be a lot of talent in Dripping Springs, please come out and enjoy the FREE Festival!!!

Please contact me if you have questions or need more information. We appreciate your hospitality to the Festival participants.

Pam King  
Tourism Manager, City of Dripping Springs & the Dripping Springs Visitors Bureau  
512-435-7983



**LEGEND**

-  SIGN
-  TYPE III BARRICADE
-  EVENT AREA
-  CREEK CENTERLINE


CODE	DESCRIPTION	SIZE	QTY
R11-2	ROAD CLOSED	48" X 30"	4
R11-4	ROAD CLOSED TO THRU TRAFFIC	60" X 30"	1
M4-10L	DETOUR (LEFT)	48" X 18"	3
M4-10R	DETOUR (RIGHT)	48" X 18"	3
CW20-3D	ROAD CLOSED AHEAD	36" X 36"	3
CW20-2D	DETOUR AHEAD	36" X 36"	2
M4-8A	END DETOUR	24" X 18"	2

Item 4.



T.B.P.L.S. Firm Registration # 10193770  
 T.B.P.E. Firm Registration # F-8266  
 9701 BRODIE LANE #203  
 AUSTIN, TX 78748  
 PH: 512.220.8100

ENGINEER'S SEAL:



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REVISIONS:

NO.	REVISION	DATE

DATE: 9/13/2024  
 DESIGNED BY: DC  
 CHECKED BY: CG  
 PROJ #: TCP 2024-001

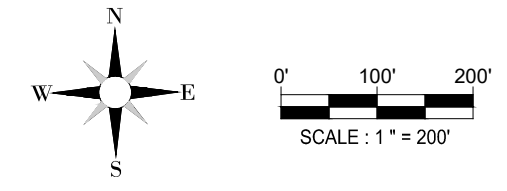
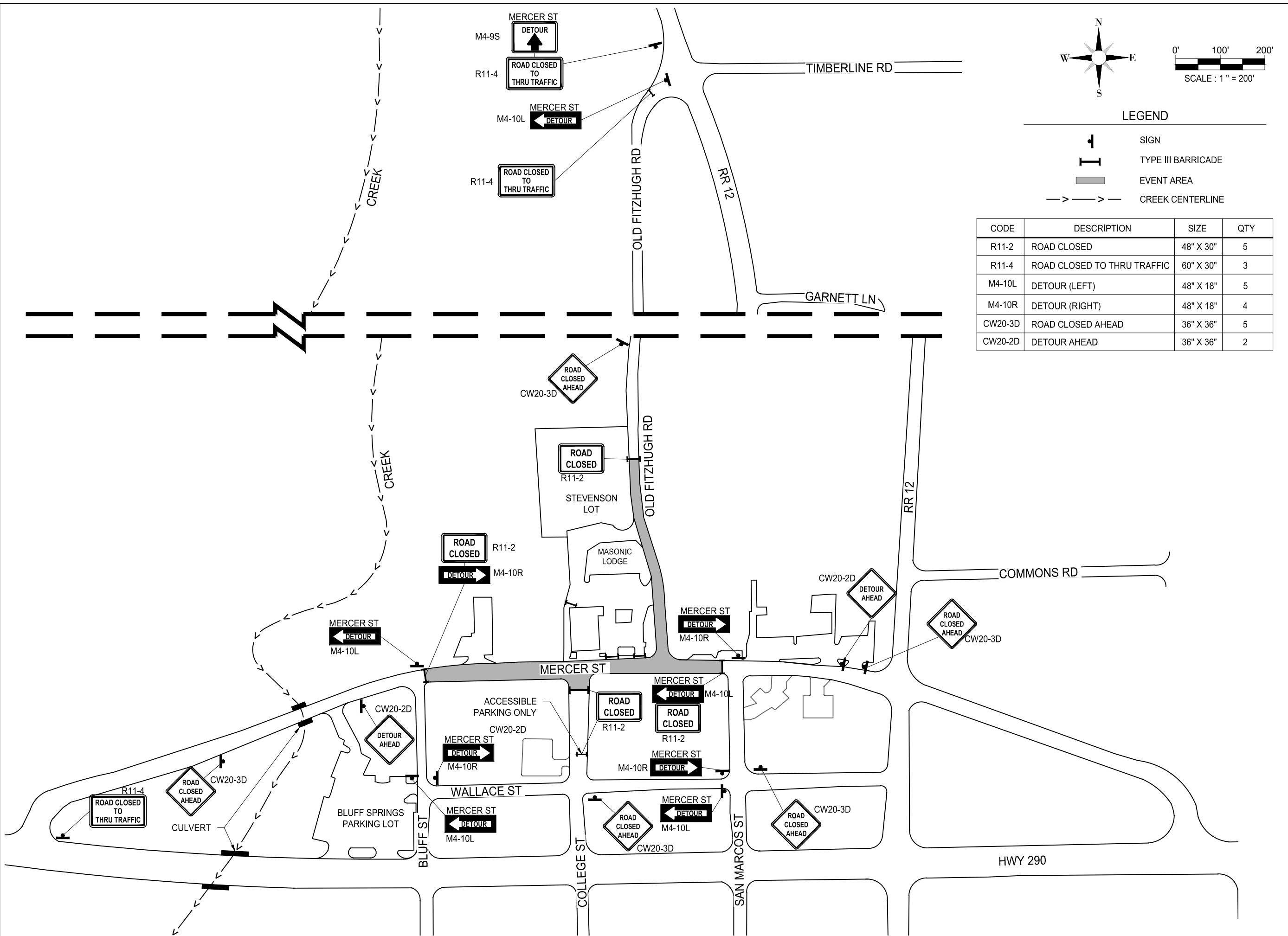


**DRIPPING SPRINGS**  
Texas

PROJECT:  
**SONGWRITERS FESTIVAL TCP 2024**

SHEET TITLE:  
**TRAFFIC CONTROL PLAN FRIDAY**

1 OF 2 23



**LEGEND**

- SIGN
- TYPE III BARRICADE
- EVENT AREA
- CREEK CENTERLINE

CODE	DESCRIPTION	SIZE	QTY
R11-2	ROAD CLOSED	48" X 30"	5
R11-4	ROAD CLOSED TO THRU TRAFFIC	60" X 30"	3
M4-10L	DETOUR (LEFT)	48" X 18"	5
M4-10R	DETOUR (RIGHT)	48" X 18"	4
CW20-3D	ROAD CLOSED AHEAD	36" X 36"	5
CW20-2D	DETOUR AHEAD	36" X 36"	2

Item 4.

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REVISIONS:

NO.	REVISION	DATE

DATE: 9/13/2024  
DESIGNED BY: DC  
CHECKED BY: CG  
PROJ #: TCP 2024-001

**DRIPPING SPRINGS**  
Texas

PROJECT:  
**SONGWRITERS FESTIVAL TCP 2024**

SHEET TITLE:  
**TRAFFIC CONTROL PLAN SATURDAY & SUNDAY**





**DRIPPING SPRINGS**  
Texas

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

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

**Date:** September 17, 2024

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

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**General Fund:**

The General Fund received **\$893,394.61** in revenues for August.

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

- 100-000-40001: Sales Tax Revenue – \$414,465.54 was received in August, of which \$312,533.98 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is a 2.3% increase compared to August 2023 collections.
- 100-000-46014: Transportation Improvements Reimbursements – The City received \$27,264.96 from TxDOT for reimbursement of a portion of the sidewalk projects.
- 100-200-43030: Subdivision Fees – In August, \$100,150.00 was received.
- 100-201-43031: Building Code Fees – The City received \$108,997.80 in Building Code Fees in August. For FY 2024, we budgeted to collect \$1,500,000.00. Through August, \$1,459,520.41 (97.3%) has been collected.

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

**Utility Fund:**

The Utility Fund received **\$664,309.98** in revenues for August.

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

- 400-300-43018: Wastewater Service Fees – For August, the City received \$323,190.42 in wastewater fees. This represents two monthly payments from the DSWSC.
- 400-310-41001: PEC Franchise Fee – IN August, \$48,453.01 was collected bringing the total collected for FY 2024 to \$200,860.63, which is \$70,860.63 more than originally budgeted.
- 400-310-41003: Cable Franchise Fees – In August, the City collected \$36,843.66. This brings the total collections for the fiscal year to \$149,772.47, which is \$19,772.47 more than originally budgeted.

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

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

The Ranch Park received **\$26,727.36** in August.

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



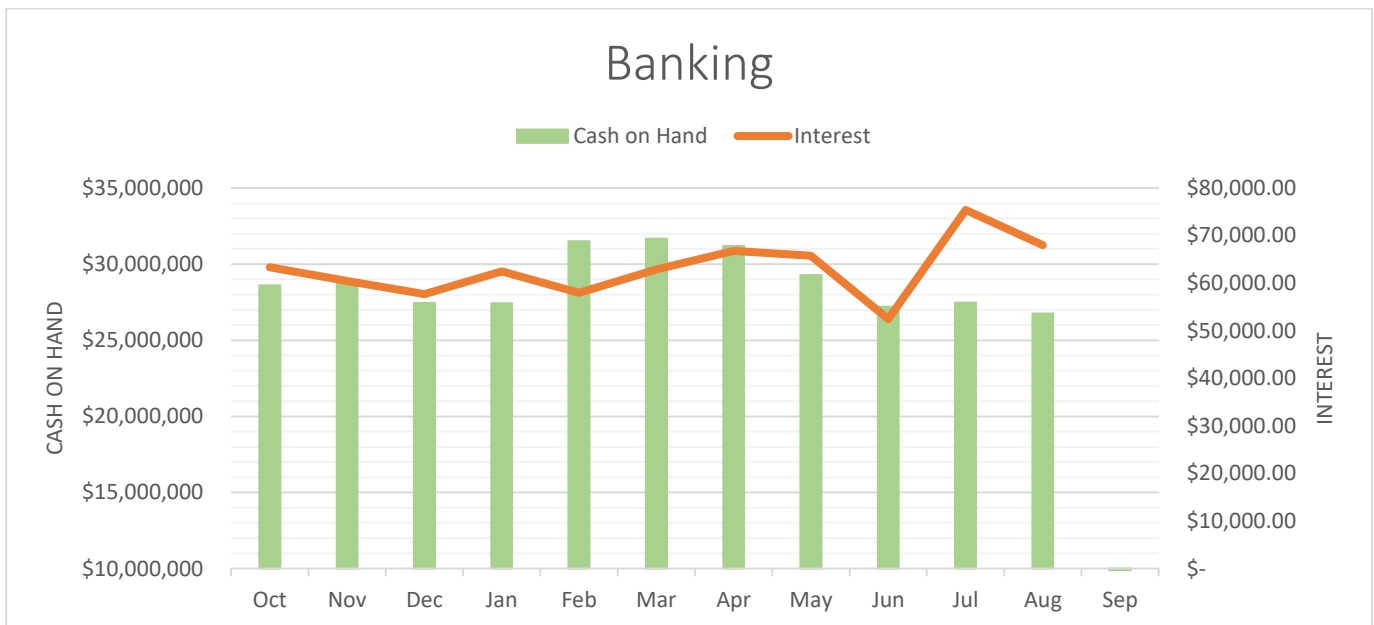
# DRIPPING SPRINGS Texas

- 200-401-43010: Stall Rental Fees – The DSRP received \$5,525.00 in Stall Rental Fees. Through August, \$48,166.99 has been collected.
- 200-401-43012: Facility Rental Fees - \$8,950.00 was collected in August, bring total collection to date to \$149,574.27.
- 200-401-46006: Merchandise Sales - \$5,901.52 was collected in August, bringing total collections to \$32,010.96.

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

### Banking:

On August 31<sup>st</sup>, the City’s cash balance was **\$26.77 Million**. This is a 2.6% decrease from the previous month’s cash balances. A total of **\$67,977.41** was collected in interest revenues in August.





**DRIPPING SPRINGS**  
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>							
<b>Revenue</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">100-000-40000</a>	Ad Valorem Tax	3,389,487.36	3,389,487.36	9,399.72	3,297,780.96	-91,706.40	2.71 %
<a href="#">100-000-40001</a>	Sales Tax Revenue	3,800,000.00	3,800,000.00	414,465.54	4,272,204.71	472,204.71	112.43 %
<a href="#">100-000-40002</a>	Mixed Beverage	75,000.00	75,000.00	8,108.04	93,182.81	18,182.81	124.24 %
<a href="#">100-000-40006</a>	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	808.75	10,072.94	6,072.94	251.82 %
<a href="#">100-000-41000</a>	Solid Waste Franchise Fee	45,000.00	45,000.00	26,347.14	61,203.33	16,203.33	136.01 %
<a href="#">100-000-42000</a>	Alcohol Permit Fees	9,000.00	9,000.00	30.00	6,720.00	-2,280.00	25.33 %
<a href="#">100-000-46001</a>	Other Revenues	40,000.00	40,000.00	194,693.53	719,234.38	679,234.38	1,798.09 %
<a href="#">100-000-46002</a>	Interest	50,000.00	50,000.00	23,298.71	192,310.98	142,310.98	384.62 %
<a href="#">100-000-46013</a>	Opioid Abatement	0.00	0.00	0.00	49.56	49.56	0.00 %
<a href="#">100-000-46014</a>	Transportation Improvements Reim	240,000.00	240,000.00	27,264.96	27,264.96	-212,735.04	88.64 %
<a href="#">100-000-47001</a>	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
<a href="#">100-000-47013</a>	Transfer From TIRZ	100,558.00	100,558.00	0.00	0.00	-100,558.00	100.00 %
<a href="#">100-000-47018</a>	Transfer from Debt 2024	0.00	0.00	31,327.43	31,327.43	31,327.43	0.00 %
	<b>Department: 000 - Undesignated Total:</b>	<b>7,763,445.36</b>	<b>7,763,445.36</b>	<b>735,743.82</b>	<b>8,711,352.06</b>	<b>947,906.70</b>	<b>12.21 %</b>
<b>Department: 105 - Communications</b>							
<a href="#">100-105-43046</a>	Eclipse Vendor Fee	0.00	0.00	0.00	250.00	250.00	0.00 %
<a href="#">100-105-44000</a>	Sponsorships & Donations	30,000.00	30,000.00	0.00	20,302.50	-9,697.50	32.33 %
<a href="#">100-105-46006</a>	Merchandise	17,500.00	17,500.00	0.00	57,947.92	40,447.92	331.13 %
<a href="#">100-105-47005</a>	Transfer from HOT	62,709.00	62,709.00	0.00	0.00	-62,709.00	100.00 %
	<b>Department: 105 - Communications Total:</b>	<b>110,209.00</b>	<b>110,209.00</b>	<b>0.00</b>	<b>78,500.42</b>	<b>-31,708.58</b>	<b>28.77 %</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-42001</a>	Health Permits/Inspections	75,000.00	75,000.00	4,340.00	56,855.00	-18,145.00	24.19 %
<a href="#">100-200-43000</a>	Site Development Fees	850,000.00	850,000.00	14,644.13	418,534.56	-431,465.44	50.76 %
<a href="#">100-200-43002</a>	Zoning Fees	65,000.00	65,000.00	935.00	117,080.50	52,080.50	180.12 %
<a href="#">100-200-43030</a>	Subdivision Fees	638,875.00	638,875.00	100,150.00	376,448.38	-262,426.62	41.08 %
	<b>Department: 200 - Planning &amp; Development Total:</b>	<b>1,628,875.00</b>	<b>1,628,875.00</b>	<b>120,069.13</b>	<b>968,918.44</b>	<b>-659,956.56</b>	<b>40.52 %</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-42007</a>	Sign Permits	0.00	0.00	4,550.00	38,127.90	38,127.90	0.00 %
<a href="#">100-201-43029</a>	Fire Inspections	50,000.00	50,000.00	4,490.00	63,994.87	13,994.87	127.99 %
<a href="#">100-201-43031</a>	Building Code Fees	1,500,000.00	1,500,000.00	108,997.80	1,459,520.41	-40,479.59	2.70 %
	<b>Department: 201 - Building Total:</b>	<b>1,550,000.00</b>	<b>1,550,000.00</b>	<b>118,037.80</b>	<b>1,561,643.18</b>	<b>11,643.18</b>	<b>0.75 %</b>
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">100-400-44000</a>	Sponsorships & Donations	5,000.00	5,000.00	0.00	3,905.00	-1,095.00	21.90 %
<a href="#">100-400-44001</a>	Community Service Fees	1,800.00	1,800.00	0.00	365.00	-1,435.00	79.72 %
<a href="#">100-400-44002</a>	Program & Event Fees	22,600.00	22,600.00	0.00	6,257.00	-16,343.00	72.31 %
<a href="#">100-400-44004</a>	Park Rental Income	6,000.00	6,000.00	-65.00	12,828.00	6,828.00	213.80 %
<a href="#">100-400-47002</a>	Transfer from Parkland Dedication	541,480.00	554,048.00	0.00	0.00	-554,048.00	100.00 %
<a href="#">100-400-47003</a>	Transfer from Landscaping Fund	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	<b>Department: 400 - Parks &amp; Recreation Total:</b>	<b>579,880.00</b>	<b>592,448.00</b>	<b>-65.00</b>	<b>23,355.00</b>	<b>-569,093.00</b>	<b>96.06 %</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-44003</a>	Aquatic Fees	55,300.00	55,300.00	1,721.97	24,850.52	-30,449.48	55.06 %
<a href="#">100-402-44004</a>	Park Rental Income	20,800.00	20,800.00	780.00	21,895.00	1,095.00	105.26 %
	<b>Department: 402 - Aquatics Total:</b>	<b>76,100.00</b>	<b>76,100.00</b>	<b>2,501.97</b>	<b>46,745.52</b>	<b>-29,354.48</b>	<b>38.57 %</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-45000</a>	FD Craft/Business Booths	6,250.00	6,250.00	0.00	12,285.00	6,035.00	196.56 %
<a href="#">100-404-45001</a>	FD Food Booths	1,300.00	1,300.00	0.00	1,575.00	275.00	121.15 %
<a href="#">100-404-45002</a>	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	4,950.00	350.00	107.61 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-404-45003</a>	FD Carnival	14,000.00	14,000.00	0.00	16,739.00	2,739.00	119.56 %
<a href="#">100-404-45004</a>	FD Parade Registration Fees	4,000.00	4,000.00	0.00	4,130.00	130.00	103.25 %
<a href="#">100-404-45005</a>	FD Sponsorships	90,000.00	90,000.00	0.00	119,400.00	29,400.00	132.67 %
<a href="#">100-404-45006</a>	FD Parking Fees	1,000.00	1,000.00	0.00	522.12	-477.88	47.79 %
<a href="#">100-404-45007</a>	FD Electric Fees	3,300.00	3,300.00	0.00	2,470.00	-830.00	25.15 %
<b>Department: 404 - Founders Day Total:</b>		<b>124,450.00</b>	<b>124,450.00</b>	<b>0.00</b>	<b>162,071.12</b>	<b>37,621.12</b>	<b>30.23%</b>
<b>Revenue Total:</b>		<b>11,832,959.36</b>	<b>11,845,527.36</b>	<b>976,287.72</b>	<b>11,552,585.74</b>	<b>-292,941.62</b>	<b>2.47%</b>

**Expense**

**Department: 000 - Undesignated**

<a href="#">100-000-60000</a>	Salaries	3,238,716.65	3,238,716.65	0.00	0.00	3,238,716.65	100.00 %
<a href="#">100-000-61000</a>	Health Insurance	279,323.88	279,323.88	4,832.68	55,125.53	224,198.35	80.26 %
<a href="#">100-000-61001</a>	Dental Insurance	0.00	0.00	1.13	4.35	-4.35	0.00 %
<a href="#">100-000-61002</a>	Medicare	0.00	0.00	4.35	47.57	-47.57	0.00 %
<a href="#">100-000-61003</a>	Social Security	0.00	0.00	18.60	203.41	-203.41	0.00 %
<a href="#">100-000-61004</a>	Unemployment	0.00	0.00	2.40	40.80	-40.80	0.00 %
<a href="#">100-000-61005</a>	Federal Withholding	259,605.82	259,605.82	0.00	0.00	259,605.82	100.00 %
<a href="#">100-000-61006</a>	TMRS	185,186.55	185,186.55	8.85	44.73	185,141.82	99.98 %
<a href="#">100-000-62009</a>	Human Resources Consultant	28,306.00	28,306.00	3,666.66	33,064.33	-4,758.33	-16.81 %
<a href="#">100-000-63004</a>	Dues, Fees & Subscriptions	31,500.00	31,500.00	10,791.44	87,874.58	-56,374.58	-178.97 %
<a href="#">100-000-63005</a>	Training/Continuing Education	84,158.93	84,158.93	7,099.83	75,957.16	8,201.77	9.75 %
<a href="#">100-000-64000</a>	Office Supplies	35,000.00	35,000.00	3,200.27	32,748.09	2,251.91	6.43 %
<a href="#">100-000-64004</a>	Office Furniture and Equipment	10,300.00	10,300.00	0.00	299.99	10,000.01	97.09 %
<a href="#">100-000-66002</a>	Postage & Shipping	3,500.00	3,500.00	606.69	4,128.63	-628.63	-17.96 %
<a href="#">100-000-68004</a>	Animal Control	3,400.00	3,400.00	0.00	3,400.00	0.00	0.00 %
<a href="#">100-000-69002</a>	Economic Development	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
<a href="#">100-000-70001</a>	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-000-70002</a>	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">100-000-70003</a>	Other Expenses	10,000.00	10,000.00	0.00	270.16	9,729.84	97.30 %
<a href="#">100-000-90000</a>	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
<a href="#">100-000-90002</a>	Transfer to TIRZ	668,644.77	668,644.77	0.00	0.00	668,644.77	100.00 %
<a href="#">100-000-90011</a>	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
<a href="#">100-000-90013</a>	Transfer to Vehicle Replacement Fu	86,010.00	86,010.00	0.00	0.00	86,010.00	100.00 %
<a href="#">100-000-90015</a>	Transfer to Farmers Marke	16,679.31	16,679.31	0.00	0.00	16,679.31	100.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>5,797,331.91</b>	<b>5,797,331.91</b>	<b>30,232.90</b>	<b>298,209.33</b>	<b>5,499,122.58</b>	<b>94.86%</b>

**Department: 100 - City Council/Boards & Commissions**

<a href="#">100-100-69000</a>	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<a href="#">100-100-69008</a>	Land Acquisition	10,000.00	10,000.00	0.00	67,500.00	-57,500.00	-575.00 %
<b>Department: 100 - City Council/Boards &amp; Commissions Total:</b>		<b>17,000.00</b>	<b>17,000.00</b>	<b>0.00</b>	<b>67,500.00</b>	<b>-50,500.00</b>	<b>-297.06%</b>

**Department: 101 - City Administrators Office**

<a href="#">100-101-60000</a>	Regular Employees	0.00	0.00	38,998.34	471,027.14	-471,027.14	0.00 %
<a href="#">100-101-60002</a>	Overtime	0.00	0.00	89.49	1,412.84	-1,412.84	0.00 %
<a href="#">100-101-61000</a>	Health Insurance	0.00	0.00	1,471.12	17,182.95	-17,182.95	0.00 %
<a href="#">100-101-61001</a>	Dental Insurance	0.00	0.00	134.80	1,583.90	-1,583.90	0.00 %
<a href="#">100-101-61002</a>	Medicare	0.00	0.00	534.31	6,460.91	-6,460.91	0.00 %
<a href="#">100-101-61003</a>	Social Security	0.00	0.00	2,284.67	25,026.09	-25,026.09	0.00 %
<a href="#">100-101-61004</a>	Unemployment	0.00	0.00	0.00	575.99	-575.99	0.00 %
<a href="#">100-101-61006</a>	TMRS	0.00	0.00	2,306.17	27,825.74	-27,825.74	0.00 %
<b>Department: 101 - City Administrators Office Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>45,818.90</b>	<b>551,095.56</b>	<b>-551,095.56</b>	<b>0.00%</b>

**Department: 102 - City Secretary**

<a href="#">100-102-60000</a>	Regular Employees	0.00	0.00	9,746.72	125,974.83	-125,974.83	0.00 %
<a href="#">100-102-60001</a>	Part-time Employees	0.00	0.00	1,282.00	7,040.40	-7,040.40	0.00 %
<a href="#">100-102-60002</a>	Overtime	0.00	0.00	80.80	2,098.93	-2,098.93	0.00 %
<a href="#">100-102-61000</a>	Health Insurance	0.00	0.00	965.04	10,633.10	-10,633.10	0.00 %
<a href="#">100-102-61001</a>	Dental Insurance	0.00	0.00	67.40	741.40	-741.40	0.00 %
<a href="#">100-102-61002</a>	Medicare	0.00	0.00	159.66	1,935.38	-1,935.38	0.00 %
<a href="#">100-102-61003</a>	Social Security	0.00	0.00	682.71	8,275.42	-8,275.42	0.00 %
<a href="#">100-102-61004</a>	Unemployment	0.00	0.00	24.98	544.97	-544.97	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-102-61006</a>	TMRS	0.00	0.00	579.53	7,569.78	-7,569.78	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	5,200.00	5,200.00	0.00	5,138.07	61.93	1.19 %
<a href="#">100-102-64003</a>	Uniforms	0.00	0.00	0.00	138.00	-138.00	0.00 %
<a href="#">100-102-64032</a>	Meeting Supplies	12,700.00	12,700.00	710.50	5,925.75	6,774.25	53.34 %
<a href="#">100-102-66003</a>	Public Notices	2,000.00	2,000.00	0.00	2,549.43	-549.43	-27.47 %
<a href="#">100-102-69003</a>	Records Management	1,220.00	1,220.00	0.00	754.00	466.00	38.20 %
<b>Department: 102 - City Secretary Total:</b>		<b>29,120.00</b>	<b>29,120.00</b>	<b>14,299.34</b>	<b>179,319.46</b>	<b>-150,199.46</b>	<b>-515.79%</b>
<b>Department: 103 - Courts</b>							
<a href="#">100-103-62003</a>	Muni Court Attorney/ Judge	15,500.00	15,500.00	1,075.00	6,650.89	8,849.11	57.09 %
<b>Department: 103 - Courts Total:</b>		<b>15,500.00</b>	<b>15,500.00</b>	<b>1,075.00</b>	<b>6,650.89</b>	<b>8,849.11</b>	<b>57.09%</b>
<b>Department: 104 - City Attorney</b>							
<a href="#">100-104-60000</a>	Regular Employees	0.00	0.00	20,035.95	207,871.24	-207,871.24	0.00 %
<a href="#">100-104-60001</a>	Part-time Employees	0.00	0.00	0.00	265.00	-265.00	0.00 %
<a href="#">100-104-61000</a>	Health Insurance	0.00	0.00	978.72	9,059.10	-9,059.10	0.00 %
<a href="#">100-104-61001</a>	Dental Insurance	0.00	0.00	67.40	623.45	-623.45	0.00 %
<a href="#">100-104-61002</a>	Medicare	0.00	0.00	288.22	2,991.31	-2,991.31	0.00 %
<a href="#">100-104-61003</a>	Social Security	0.00	0.00	1,232.42	12,790.87	-12,790.87	0.00 %
<a href="#">100-104-61004</a>	Unemployment	0.00	0.00	0.00	292.23	-292.23	0.00 %
<a href="#">100-104-61006</a>	TMRS	0.00	0.00	1,182.12	12,313.33	-12,313.33	0.00 %
<a href="#">100-104-62003</a>	Special Counsel and Consultants	49,000.00	49,000.00	1,700.00	38,804.97	10,195.03	20.81 %
<b>Department: 104 - City Attorney Total:</b>		<b>49,000.00</b>	<b>49,000.00</b>	<b>25,484.83</b>	<b>285,011.50</b>	<b>-236,011.50</b>	<b>-481.66%</b>
<b>Department: 105 - Communications</b>							
<a href="#">100-105-60000</a>	Regular Employees	0.00	0.00	13,696.30	165,169.67	-165,169.67	0.00 %
<a href="#">100-105-61000</a>	Health Insurance	0.00	0.00	992.04	11,899.92	-11,899.92	0.00 %
<a href="#">100-105-61001</a>	Dental Insurance	0.00	0.00	67.40	808.80	-808.80	0.00 %
<a href="#">100-105-61002</a>	Medicare	0.00	0.00	197.56	2,382.52	-2,382.52	0.00 %
<a href="#">100-105-61003</a>	Social Security	0.00	0.00	844.70	10,186.88	-10,186.88	0.00 %
<a href="#">100-105-61004</a>	Unemployment	0.00	0.00	0.00	287.99	-287.99	0.00 %
<a href="#">100-105-61006</a>	TMRS	0.00	0.00	808.08	9,786.66	-9,786.66	0.00 %
<a href="#">100-105-63023</a>	General Maintenance	32,670.00	32,670.00	0.00	31,342.03	1,327.97	4.06 %
<a href="#">100-105-64021</a>	Merchandise	23,639.00	23,639.00	0.00	43,589.73	-19,950.73	-84.40 %
<a href="#">100-105-66000</a>	Website	6,800.00	6,800.00	0.00	6,916.24	-116.24	-1.71 %
<a href="#">100-105-66005</a>	Public Relations	15,300.00	15,300.00	0.00	5,613.09	9,686.91	63.31 %
<a href="#">100-105-66010</a>	Events, Entertainment & Activities	28,500.00	28,500.00	0.00	3,561.02	24,938.98	87.51 %
<a href="#">100-105-70003</a>	Other Expenses	25,400.00	25,400.00	0.00	17,301.30	8,098.70	31.88 %
<b>Department: 105 - Communications Total:</b>		<b>132,309.00</b>	<b>132,309.00</b>	<b>16,606.08</b>	<b>308,845.85</b>	<b>-176,536.85</b>	<b>-133.43%</b>
<b>Department: 106 - IT</b>							
<a href="#">100-106-60000</a>	Regular Employees	0.00	0.00	5,871.11	71,745.57	-71,745.57	0.00 %
<a href="#">100-106-61000</a>	Health Insurance	0.00	0.00	499.70	5,995.34	-5,995.34	0.00 %
<a href="#">100-106-61001</a>	Dental Insurance	0.00	0.00	33.70	404.40	-404.40	0.00 %
<a href="#">100-106-61002</a>	Medicare	0.00	0.00	84.96	1,038.25	-1,038.25	0.00 %
<a href="#">100-106-61003</a>	Social Security	0.00	0.00	363.24	4,439.01	-4,439.01	0.00 %
<a href="#">100-106-61004</a>	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
<a href="#">100-106-61006</a>	TMRS	0.00	0.00	346.40	4,255.83	-4,255.83	0.00 %
<a href="#">100-106-64001</a>	Office IT Equipment & Support	139,499.00	139,499.00	8,331.45	150,950.43	-11,451.43	-8.21 %
<a href="#">100-106-64002</a>	Software	192,000.00	192,000.00	6,576.55	161,603.12	30,396.88	15.83 %
<a href="#">100-106-65000</a>	Network/Phone	58,395.84	58,395.84	4,522.76	60,922.68	-2,526.84	-4.33 %
<b>Department: 106 - IT Total:</b>		<b>389,894.84</b>	<b>389,894.84</b>	<b>26,629.87</b>	<b>461,498.63</b>	<b>-71,603.79</b>	<b>-18.36%</b>
<b>Department: 107 - Finance</b>							
<a href="#">100-107-60000</a>	Regular Employees	0.00	0.00	23,180.37	256,682.83	-256,682.83	0.00 %
<a href="#">100-107-60002</a>	Overtime	0.00	0.00	0.00	323.80	-323.80	0.00 %
<a href="#">100-107-61000</a>	Health Insurance	0.00	0.00	1,941.08	20,150.02	-20,150.02	0.00 %
<a href="#">100-107-61001</a>	Dental Insurance	0.00	0.00	134.80	1,397.51	-1,397.51	0.00 %
<a href="#">100-107-61002</a>	Medicare	0.00	0.00	298.55	3,309.09	-3,309.09	0.00 %
<a href="#">100-107-61003</a>	Social Security	0.00	0.00	1,276.53	14,148.78	-14,148.78	0.00 %
<a href="#">100-107-61004</a>	Unemployment	0.00	0.00	0.00	431.99	-431.99	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-107-61006</a>	0.00	0.00	1,367.64	14,846.88	-14,846.88	0.00 %
<a href="#">100-107-62001</a>	37,500.00	37,500.00	0.00	59,250.00	-21,750.00	-58.00 %
<a href="#">100-107-67000</a>	27,277.00	27,277.00	0.00	20,440.57	6,836.43	25.06 %
<a href="#">100-107-67001</a>	48,810.00	48,810.00	0.00	54,155.00	-5,345.00	-10.95 %
<a href="#">100-107-67002</a>	34,656.00	34,656.00	0.00	52,671.00	-18,015.00	-51.98 %
<a href="#">100-107-70001</a>	0.00	0.00	111.22	318.67	-318.67	0.00 %
<a href="#">100-107-80004</a>	367,000.00	367,000.00	0.00	0.00	367,000.00	100.00 %
<a href="#">100-107-90003</a>	760,000.00	760,000.00	82,893.11	854,440.94	-94,440.94	-12.43 %
<a href="#">100-107-90004</a>	218,880.00	218,880.00	19,038.45	204,163.79	14,716.21	6.72 %
<b>Department: 107 - Finance Total:</b>	<b>1,494,123.00</b>	<b>1,494,123.00</b>	<b>130,241.75</b>	<b>1,556,730.87</b>	<b>-62,607.87</b>	<b>-4.19%</b>
<b>Department: 200 - Planning &amp; Development</b>						
<a href="#">100-200-60000</a>	0.00	0.00	12,116.20	168,664.76	-168,664.76	0.00 %
<a href="#">100-200-60002</a>	0.00	0.00	38.54	448.95	-448.95	0.00 %
<a href="#">100-200-61000</a>	0.00	0.00	990.16	14,281.68	-14,281.68	0.00 %
<a href="#">100-200-61001</a>	0.00	0.00	67.40	977.30	-977.30	0.00 %
<a href="#">100-200-61002</a>	0.00	0.00	168.24	2,352.44	-2,352.44	0.00 %
<a href="#">100-200-61003</a>	0.00	0.00	719.35	10,058.34	-10,058.34	0.00 %
<a href="#">100-200-61004</a>	0.00	0.00	0.00	428.92	-428.92	0.00 %
<a href="#">100-200-61006</a>	0.00	0.00	717.13	10,028.02	-10,028.02	0.00 %
<a href="#">100-200-62002</a>	70,000.00	70,000.00	1,600.00	15,618.75	54,381.25	77.69 %
<a href="#">100-200-62005</a>	60,000.00	60,000.00	1,150.00	45,271.30	14,728.70	24.55 %
<a href="#">100-200-62006</a>	5,000.00	5,000.00	0.00	1,773.26	3,226.74	64.53 %
<a href="#">100-200-62007</a>	13,500.00	19,750.00	0.00	12,090.40	7,659.60	38.78 %
<a href="#">100-200-62010</a>	165,000.00	257,119.92	8,750.00	32,313.07	224,806.85	87.43 %
<b>Department: 200 - Planning &amp; Development Total:</b>	<b>313,500.00</b>	<b>411,869.92</b>	<b>26,317.02</b>	<b>314,307.19</b>	<b>97,562.73</b>	<b>23.69%</b>
<b>Department: 201 - Building</b>						
<a href="#">100-201-60000</a>	0.00	0.00	36,259.94	362,930.86	-362,930.86	0.00 %
<a href="#">100-201-60002</a>	0.00	0.00	1,433.32	10,408.89	-10,408.89	0.00 %
<a href="#">100-201-61000</a>	0.00	0.00	3,367.53	36,121.52	-36,121.52	0.00 %
<a href="#">100-201-61001</a>	0.00	0.00	234.77	2,525.18	-2,525.18	0.00 %
<a href="#">100-201-61002</a>	0.00	0.00	526.20	5,234.69	-5,234.69	0.00 %
<a href="#">100-201-61003</a>	0.00	0.00	2,249.95	22,382.07	-22,382.07	0.00 %
<a href="#">100-201-61004</a>	0.00	0.00	52.50	1,276.29	-1,276.29	0.00 %
<a href="#">100-201-61006</a>	0.00	0.00	2,223.93	22,117.62	-22,117.62	0.00 %
<a href="#">100-201-62004</a>	750,000.00	750,000.00	185,840.00	780,710.00	-30,710.00	-4.09 %
<a href="#">100-201-62008</a>	2,000.00	2,000.00	0.00	983.75	1,016.25	50.81 %
<a href="#">100-201-62014</a>	40,000.00	40,000.00	0.00	49,448.43	-9,448.43	-23.62 %
<a href="#">100-201-64003</a>	0.00	0.00	0.00	3,437.74	-3,437.74	0.00 %
<b>Department: 201 - Building Total:</b>	<b>792,000.00</b>	<b>792,000.00</b>	<b>232,188.14</b>	<b>1,297,577.04</b>	<b>-505,577.04</b>	<b>-63.84%</b>
<b>Department: 300 - Wastewater</b>						
<a href="#">100-300-60000</a>	0.00	0.00	0.00	49,404.97	-49,404.97	0.00 %
<a href="#">100-300-61000</a>	0.00	0.00	0.00	2,448.22	-2,448.22	0.00 %
<a href="#">100-300-61001</a>	0.00	0.00	0.00	168.50	-168.50	0.00 %
<a href="#">100-300-61002</a>	0.00	0.00	0.00	677.82	-677.82	0.00 %
<a href="#">100-300-61003</a>	0.00	0.00	0.00	2,898.32	-2,898.32	0.00 %
<a href="#">100-300-61004</a>	0.00	0.00	0.00	143.99	-143.99	0.00 %
<a href="#">100-300-61006</a>	0.00	0.00	0.00	2,924.70	-2,924.70	0.00 %
<a href="#">100-300-71001</a>	1,140,000.00	1,140,000.00	111,313.95	1,342,460.43	-202,460.43	-17.76 %
<b>Department: 300 - Wastewater Total:</b>	<b>1,140,000.00</b>	<b>1,140,000.00</b>	<b>111,313.95</b>	<b>1,401,126.95</b>	<b>-261,126.95</b>	<b>-22.91%</b>
<b>Department: 304 - Maintenance</b>						
<a href="#">100-304-60000</a>	0.00	0.00	36,581.35	384,801.28	-384,801.28	0.00 %
<a href="#">100-304-60002</a>	0.00	0.00	864.86	11,371.45	-11,371.45	0.00 %
<a href="#">100-304-60003</a>	0.00	0.00	800.00	9,800.00	-9,800.00	0.00 %
<a href="#">100-304-61000</a>	0.00	0.00	3,375.98	40,247.48	-40,247.48	0.00 %
<a href="#">100-304-61001</a>	0.00	0.00	235.90	2,813.95	-2,813.95	0.00 %
<a href="#">100-304-61002</a>	0.00	0.00	551.18	5,750.57	-5,750.57	0.00 %
<a href="#">100-304-61003</a>	0.00	0.00	2,356.86	24,588.80	-24,588.80	0.00 %

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
<a href="#">100-304-61004</a>	Unemployment	0.00	0.00	141.14	1,584.00	-1,584.00	0.00 %
<a href="#">100-304-61006</a>	TMRS	0.00	0.00	2,256.55	23,987.95	-23,987.95	0.00 %
<a href="#">100-304-63000</a>	Office Maintenance/Repairs	19,860.00	19,860.00	2,468.36	17,979.56	1,880.44	9.47 %
<a href="#">100-304-63001</a>	Equipment Maintenance	6,750.00	6,750.00	2,047.09	4,545.69	2,204.31	32.66 %
<a href="#">100-304-63002</a>	Fleet Maintenance	78,020.00	78,020.00	2,140.19	42,885.37	35,134.63	45.03 %
<a href="#">100-304-63008</a>	Stephenson Building & Lawn Maint	550.00	550.00	0.00	0.00	550.00	100.00 %
<a href="#">100-304-63009</a>	Street/ROW Maintenance	211,005.00	211,005.00	62,913.54	123,171.34	87,833.66	41.63 %
<a href="#">100-304-63018</a>	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	86.20	-86.20	0.00 %
<a href="#">100-304-64003</a>	Uniforms	17,500.00	17,500.00	1,042.23	8,745.63	8,754.37	50.02 %
<a href="#">100-304-64004</a>	Office Furniture and Equipment	0.00	0.00	0.00	569.99	-569.99	0.00 %
<a href="#">100-304-64006</a>	Fleet Acquisition	361,000.00	361,000.00	0.00	312,294.04	48,705.96	13.49 %
<a href="#">100-304-64009</a>	Maintenance Equipment	8,500.00	8,500.00	2,157.81	7,994.15	505.85	5.95 %
<a href="#">100-304-64010</a>	Maintenance Supplies	6,500.00	6,500.00	778.94	3,052.80	3,447.20	53.03 %
<a href="#">100-304-65001</a>	Street Electricity	20,000.00	20,000.00	76.60	15,941.93	4,058.07	20.29 %
<a href="#">100-304-65002</a>	City Streets Water	4,000.00	4,000.00	281.63	2,817.40	1,182.60	29.57 %
<a href="#">100-304-65003</a>	Office Electricity	5,500.00	5,500.00	0.00	6,469.79	-969.79	-17.63 %
<a href="#">100-304-65004</a>	Office Water	650.00	650.00	223.72	1,071.37	-421.37	-64.83 %
<a href="#">100-304-65005</a>	Stephenson Bldg Electric	1,500.00	1,500.00	0.00	689.28	810.72	54.05 %
<a href="#">100-304-65006</a>	Stephenson Water	500.00	500.00	64.06	472.08	27.92	5.58 %
<a href="#">100-304-65009</a>	Triangle Electric	0.00	0.00	0.00	344.25	-344.25	0.00 %
<a href="#">100-304-69001</a>	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-304-69006</a>	Stephenson Bldg Improvements	92,025.00	92,025.00	0.00	132,325.02	-40,300.02	-43.79 %
<a href="#">100-304-69010</a>	Downtown Bathroom	200,000.00	200,000.00	0.00	4,945.00	195,055.00	97.53 %
<a href="#">100-304-69011</a>	City Hall Planning	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">100-304-71002</a>	Street Improvements	660,000.00	660,000.00	2,880.00	327,834.62	332,165.38	50.33 %
<a href="#">100-304-71003</a>	City Hall Improvements	556,000.00	556,000.00	0.00	9,300.00	546,700.00	98.33 %
<b>Department: 304 - Maintenance Total:</b>		<b>2,271,860.00</b>	<b>2,271,860.00</b>	<b>124,237.99</b>	<b>1,528,480.99</b>	<b>743,379.01</b>	<b>32.72%</b>

**Department: 400 - Parks & Recreation**

<a href="#">100-400-60000</a>	Regular Employees	0.00	0.00	24,110.25	235,306.11	-235,306.11	0.00 %
<a href="#">100-400-60001</a>	Part-time Employees	27,801.76	27,801.76	0.00	0.00	27,801.76	100.00 %
<a href="#">100-400-60002</a>	Overtime	0.00	0.00	118.16	2,023.63	-2,023.63	0.00 %
<a href="#">100-400-60003</a>	On Call Pay	0.00	0.00	0.00	400.00	-400.00	0.00 %
<a href="#">100-400-60005</a>	Camp Staff	0.00	0.00	21,549.70	87,423.24	-87,423.24	0.00 %
<a href="#">100-400-60006</a>	Camp Staff OT	0.00	0.00	210.32	1,190.14	-1,190.14	0.00 %
<a href="#">100-400-61000</a>	Health Insurance	0.00	0.00	1,010.51	8,048.24	-8,048.24	0.00 %
<a href="#">100-400-61001</a>	Dental Insurance	0.00	0.00	67.79	530.98	-530.98	0.00 %
<a href="#">100-400-61002</a>	Medicare	0.00	0.00	665.32	4,713.75	-4,713.75	0.00 %
<a href="#">100-400-61003</a>	Social Security	0.00	0.00	2,844.88	20,155.74	-20,155.74	0.00 %
<a href="#">100-400-61004</a>	Unemployment	0.00	0.00	348.14	2,172.56	-2,172.56	0.00 %
<a href="#">100-400-61006</a>	TMRS	0.00	0.00	1,238.66	12,569.29	-12,569.29	0.00 %
<a href="#">100-400-63004</a>	Dues, Fees & Subscriptions	3,402.00	3,402.00	554.99	2,713.44	688.56	20.24 %
<a href="#">100-400-63010</a>	Sports & Rec Park Lawn Mainten	0.00	0.00	550.00	5,510.00	-5,510.00	0.00 %
<a href="#">100-400-63011</a>	Founders Park Lawn Maintenance	0.00	0.00	1,075.00	5,615.00	-5,615.00	0.00 %
<a href="#">100-400-63012</a>	Charro Ranch Landscaping	0.00	0.00	325.00	4,265.00	-4,265.00	0.00 %
<a href="#">100-400-63013</a>	General Parks Maintenance	9,000.00	9,000.00	522.37	6,693.04	2,306.96	25.63 %
<a href="#">100-400-63015</a>	Founders Park/Pool Maintenance	17,740.00	17,740.00	159.93	2,942.37	14,797.63	83.41 %
<a href="#">100-400-63016</a>	Sports & Rec Park Maintenance	42,920.00	42,920.00	848.82	13,916.56	29,003.44	67.58 %
<a href="#">100-400-63017</a>	Charro Ranch Park Maintenance	9,300.00	9,300.00	0.00	1,020.44	8,279.56	89.03 %
<a href="#">100-400-63018</a>	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	122.41	577.59	82.51 %
<a href="#">100-400-63036</a>	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-400-63037</a>	Rathgeber Maintenance	0.00	0.00	0.00	36.93	-36.93	0.00 %
<a href="#">100-400-64003</a>	Uniforms	0.00	0.00	954.00	954.00	-954.00	0.00 %
<a href="#">100-400-64005</a>	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">100-400-64011</a>	Park Supplies	8,550.00	8,550.00	0.00	3,119.47	5,430.53	63.51 %
<a href="#">100-400-64012</a>	Charro Ranch Supplies	1,250.00	1,250.00	657.96	1,133.48	116.52	9.32 %
<a href="#">100-400-64013</a>	Founders Park/Pool Supplies	0.00	0.00	11.98	12,541.58	-12,541.58	0.00 %
<a href="#">100-400-64014</a>	Sports & Rec Park Supplies	400.00	400.00	51.90	156.49	243.51	60.88 %
<a href="#">100-400-64015</a>	Park Program & Event Supplies	10,950.00	10,950.00	1,215.78	7,129.67	3,820.33	34.89 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-400-64033</a>	Rathgeber Supplies	600.00	600.00	0.00	749.86	-149.86 -24.98 %
<a href="#">100-400-65000</a>	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00 100.00 %
<a href="#">100-400-65007</a>	Portable Toilets	7,250.00	7,250.00	430.00	6,805.00	445.00 6.14 %
<a href="#">100-400-65009</a>	Triangle Electric	500.00	500.00	0.00	0.00	500.00 100.00 %
<a href="#">100-400-65010</a>	Triangle Water	500.00	500.00	35.18	351.80	148.20 29.64 %
<a href="#">100-400-65011</a>	Sports & Rec Park Water	13,000.00	13,000.00	2,967.75	11,815.74	1,184.26 9.11 %
<a href="#">100-400-65012</a>	Sports & Rec Park Electricity	2,500.00	2,500.00	-10,679.01	-8,648.19	11,148.19 445.93 %
<a href="#">100-400-65014</a>	Founders Park/Pool Electricity	0.00	0.00	0.00	4,527.55	-4,527.55 0.00 %
<a href="#">100-400-66001</a>	Advertising	16,250.00	16,250.00	1,463.86	7,858.14	8,391.86 51.64 %
<a href="#">100-400-70003</a>	Other Expenses	13,320.00	13,320.00	0.00	179.31	13,140.69 98.65 %
<a href="#">100-400-71004</a>	All Parks Improvements	156,500.00	156,500.00	1,809.47	13,438.29	143,061.71 91.41 %
<a href="#">100-400-71005</a>	Founders Park/Pool Improvmts	597,000.00	597,000.00	125,451.73	467,156.23	129,843.77 21.75 %
<a href="#">100-400-71006</a>	Sports & Rec Park Improvements	54,000.00	66,560.00	0.00	0.00	66,560.00 100.00 %
<a href="#">100-400-71007</a>	Charro Ranch Improvements	600.00	600.00	0.00	0.00	600.00 100.00 %
<a href="#">100-400-71010</a>	Rathgeber Improvements	215,000.00	215,000.00	0.00	248,268.25	-33,268.25 -15.47 %
<a href="#">100-400-71012</a>	Skate Park Improvements	150,000.00	150,000.00	8,914.87	150,996.72	-996.72 -0.66 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>1,369,101.76</b>	<b>1,381,661.76</b>	<b>189,485.31</b>	<b>1,345,902.26</b>	<b>35,759.50 2.59%</b>
<b>Department: 401 - DSRP</b>						
<a href="#">100-401-60000</a>	Regular Employees	540,752.60	540,752.60	39,630.90	487,904.57	52,848.03 9.77 %
<a href="#">100-401-60002</a>	Overtime	0.00	0.00	165.36	7,564.54	-7,564.54 0.00 %
<a href="#">100-401-60003</a>	On Call Pay	0.00	0.00	800.00	9,200.00	-9,200.00 0.00 %
<a href="#">100-401-61000</a>	Health Insurance	66,694.30	66,694.30	4,323.57	56,287.01	10,407.29 15.60 %
<a href="#">100-401-61001</a>	Dental Insurance	0.00	0.00	302.91	3,950.13	-3,950.13 0.00 %
<a href="#">100-401-61002</a>	Medicare	0.00	0.00	552.51	6,886.26	-6,886.26 0.00 %
<a href="#">100-401-61003</a>	Social Security	0.00	0.00	2,362.49	29,444.97	-29,444.97 0.00 %
<a href="#">100-401-61004</a>	Unemployment	0.00	0.00	0.00	1,792.41	-1,792.41 0.00 %
<a href="#">100-401-61005</a>	Federal Withholding	43,887.57	43,887.57	0.00	0.00	43,887.57 100.00 %
<a href="#">100-401-61006</a>	TMRS	31,931.44	31,931.44	2,395.17	29,718.26	2,213.18 6.93 %
<b>Department: 401 - DSRP Total:</b>		<b>683,265.91</b>	<b>683,265.91</b>	<b>50,532.91</b>	<b>632,748.15</b>	<b>50,517.76 7.39%</b>
<b>Department: 402 - Aquatics</b>						
<a href="#">100-402-60000</a>	Regular Employees	0.00	0.00	5,000.00	41,633.74	-41,633.74 0.00 %
<a href="#">100-402-60007</a>	Aquatic Staff	130,642.09	130,642.09	16,996.88	59,913.29	70,728.80 54.14 %
<a href="#">100-402-61000</a>	Health Insurance	0.00	0.00	482.88	4,583.90	-4,583.90 0.00 %
<a href="#">100-402-61001</a>	Dental Insurance	0.00	0.00	33.70	320.15	-320.15 0.00 %
<a href="#">100-402-61002</a>	Medicare	0.00	0.00	318.96	1,456.42	-1,456.42 0.00 %
<a href="#">100-402-61003</a>	Social Security	0.00	0.00	1,363.81	6,227.34	-6,227.34 0.00 %
<a href="#">100-402-61004</a>	Unemployment	0.00	0.00	271.94	1,102.59	-1,102.59 0.00 %
<a href="#">100-402-61006</a>	TMRS	0.00	0.00	295.00	2,455.30	-2,455.30 0.00 %
<a href="#">100-402-63015</a>	Founders Park/Pool Maintenance	36,000.00	36,000.00	0.00	65.45	35,934.55 99.82 %
<a href="#">100-402-64013</a>	Pool Supplies	40,075.00	40,075.00	50.98	12,326.60	27,748.40 69.24 %
<a href="#">100-402-65000</a>	Network/Phone	3,040.00	3,040.00	170.87	3,536.24	-496.24 -16.32 %
<a href="#">100-402-65013</a>	FMP Pool/Pavilion Water	6,000.00	6,000.00	1,127.71	3,083.91	2,916.09 48.60 %
<a href="#">100-402-65014</a>	FMP Pool/Pavilion Electric	5,000.00	5,000.00	0.00	0.00	5,000.00 100.00 %
<a href="#">100-402-65019</a>	Propane/Natural Gas	13,250.00	13,250.00	0.00	2,514.90	10,735.10 81.02 %
<b>Department: 402 - Aquatics Total:</b>		<b>234,007.09</b>	<b>234,007.09</b>	<b>26,112.73</b>	<b>139,219.83</b>	<b>94,787.26 40.51%</b>
<b>Department: 404 - Founders Day</b>						
<a href="#">100-404-63019</a>	FD Clean Up	20,000.00	20,000.00	0.00	15,572.66	4,427.34 22.14 %
<a href="#">100-404-63038</a>	FD Transportation	7,000.00	7,000.00	0.00	5,700.00	1,300.00 18.57 %
<a href="#">100-404-64016</a>	FD Event Supplies	7,750.00	7,750.00	0.00	5,768.86	1,981.14 25.56 %
<a href="#">100-404-64017</a>	FD Event Tent, Table, & Chairs	4,400.00	4,400.00	0.00	6,992.75	-2,592.75 -58.93 %
<a href="#">100-404-64018</a>	FD Barricades	6,500.00	6,500.00	0.00	8,160.00	-1,660.00 -25.54 %
<a href="#">100-404-65007</a>	Portable Toilets	15,000.00	15,000.00	0.00	8,368.10	6,631.90 44.21 %
<a href="#">100-404-65016</a>	FD Electricity	2,225.00	2,225.00	0.00	1,332.26	892.74 40.12 %
<a href="#">100-404-66008</a>	FD Parade	650.00	650.00	0.00	17.08	632.92 97.37 %
<a href="#">100-404-66009</a>	FD Publicity	2,500.00	2,500.00	0.00	527.51	1,972.49 78.90 %
<a href="#">100-404-66010</a>	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	20,426.66	2,073.34 9.21 %
<a href="#">100-404-66012</a>	FD Sponsorship	6,000.00	6,000.00	0.00	3,357.07	2,642.93 44.05 %



Budget Report

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-404-68005</a>	FD Security	35,000.00	35,000.00	0.00	37,621.65	-2,621.65	-7.49 %
<a href="#">100-404-68006</a>	FD Health, Safety & Lighting	30,500.00	30,500.00	0.00	26,298.42	4,201.58	13.78 %
<b>Department: 404 - Founders Day Total:</b>		<b>160,025.00</b>	<b>160,025.00</b>	<b>0.00</b>	<b>140,143.02</b>	<b>19,881.98</b>	<b>12.42%</b>
<b>Department: 500 - Emergency Management</b>							
<a href="#">100-500-60000</a>	Regular Employees	0.00	0.00	6,074.31	73,293.03	-73,293.03	0.00 %
<a href="#">100-500-61000</a>	Health Insurance	0.00	0.00	17.06	203.60	-203.60	0.00 %
<a href="#">100-500-61001</a>	Dental Insurance	0.00	0.00	33.70	404.40	-404.40	0.00 %
<a href="#">100-500-61002</a>	Medicare	0.00	0.00	87.32	1,053.65	-1,053.65	0.00 %
<a href="#">100-500-61003</a>	Social Security	0.00	0.00	373.33	4,504.85	-4,504.85	0.00 %
<a href="#">100-500-61004</a>	Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %
<a href="#">100-500-61006</a>	TMRS	0.00	0.00	358.38	4,322.54	-4,322.54	0.00 %
<a href="#">100-500-64008</a>	Fuel	0.00	0.00	0.00	95.00	-95.00	0.00 %
<a href="#">100-500-68000</a>	Emergency Management Equip	79,200.00	79,200.00	0.00	73,484.82	5,715.18	7.22 %
<a href="#">100-500-68001</a>	Emergency Fire & Safety	996.00	996.00	30.00	8,758.68	-7,762.68	-779.39 %
<a href="#">100-500-68002</a>	Emergency Management PR	2,000.00	2,000.00	0.00	890.92	1,109.08	55.45 %
<a href="#">100-500-68003</a>	Emergency Equipment Maint	12,102.00	12,102.00	899.11	13,842.12	-1,740.12	-14.38 %
<a href="#">100-500-70015</a>	Winter Storm Mara	0.00	0.00	0.00	-103,775.15	103,775.15	0.00 %
<b>Department: 500 - Emergency Management Total:</b>		<b>94,298.00</b>	<b>94,298.00</b>	<b>7,873.21</b>	<b>77,222.45</b>	<b>17,075.55</b>	<b>18.11%</b>
<b>Expense Total:</b>		<b>14,982,336.51</b>	<b>15,093,266.43</b>	<b>1,058,449.93</b>	<b>10,591,589.97</b>	<b>4,501,676.46</b>	<b>29.83%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>		<b>-3,149,377.15</b>	<b>-3,247,739.07</b>	<b>-82,162.21</b>	<b>960,995.77</b>	<b>4,208,734.84</b>	<b>129.59%</b>
<b>Fund: 200 - Dripping Springs Ranch Park</b>							
<b>Revenue</b>							
<b>Department: 401 - DSRP</b>							
<a href="#">200-401-42008</a>	Riding Permit Fees	9,500.00	9,500.00	40.00	7,260.00	-2,240.00	23.58 %
<a href="#">200-401-43010</a>	Stall Rental Fees	37,200.00	37,200.00	5,525.00	48,166.99	10,966.99	129.48 %
<a href="#">200-401-43011</a>	RV Site Rental Fees	19,000.00	19,000.00	125.00	26,165.82	7,165.82	137.71 %
<a href="#">200-401-43012</a>	Facility Rental Fees	113,500.00	113,500.00	8,950.00	149,574.27	36,074.27	131.78 %
<a href="#">200-401-43013</a>	Equipment Rental Fees	6,000.00	6,000.00	-1,437.44	12,077.04	6,077.04	201.28 %
<a href="#">200-401-43014</a>	Staff & Miscellaneous Fees	4,000.00	4,000.00	0.00	4,395.00	395.00	109.88 %
<a href="#">200-401-43015</a>	Cleaning Fees	25,000.00	25,000.00	1,250.00	25,789.46	789.46	103.16 %
<a href="#">200-401-44000</a>	Sponsorships & Donations	52,275.00	52,275.00	1,000.00	10,358.20	-41,916.80	80.19 %
<a href="#">200-401-44005</a>	Coyote Camp	137,100.00	137,100.00	0.00	116,123.41	-20,976.59	15.30 %
<a href="#">200-401-44006</a>	Riding Series	35,000.00	35,000.00	425.00	33,209.25	-1,790.75	5.12 %
<a href="#">200-401-44007</a>	Miscellaneous Events	2,000.00	2,000.00	340.00	77,761.00	75,761.00	3,888.05 %
<a href="#">200-401-44008</a>	Program Fees	15,100.00	15,100.00	322.00	35,511.40	20,411.40	235.17 %
<a href="#">200-401-44009</a>	Ice Rink	0.00	0.00	0.00	82,494.27	82,494.27	0.00 %
<a href="#">200-401-44011</a>	Ice Rink	329,425.00	320,625.00	0.00	0.00	-320,625.00	100.00 %
<a href="#">200-401-44012</a>	Rink Merchandise	0.00	0.00	0.00	439.00	439.00	0.00 %
<a href="#">200-401-46001</a>	Other Revenues	500.00	500.00	3,637.44	5,063.44	4,563.44	1,012.69 %
<a href="#">200-401-46002</a>	Interest	2,000.00	2,000.00	688.84	7,721.44	5,721.44	386.07 %
<a href="#">200-401-46006</a>	Merchandise Sales	22,065.20	22,065.20	5,901.52	32,010.96	9,945.76	145.07 %
<a href="#">200-401-47005</a>	Transfer from HOT Fund	300,000.00	308,800.00	0.00	150,000.00	-158,800.00	51.42 %
<b>Department: 401 - DSRP Total:</b>		<b>1,109,665.20</b>	<b>1,109,665.20</b>	<b>26,767.36</b>	<b>824,120.95</b>	<b>-285,544.25</b>	<b>25.73%</b>
<b>Revenue Total:</b>		<b>1,109,665.20</b>	<b>1,109,665.20</b>	<b>26,767.36</b>	<b>824,120.95</b>	<b>-285,544.25</b>	<b>25.73%</b>
<b>Expense</b>							
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">200-400-63035</a>	Ranch House Maintenance	10,000.00	10,000.00	589.97	4,680.06	5,319.94	53.20 %
<a href="#">200-400-64024</a>	Ranch House Supplies	1,000.00	1,000.00	0.00	15.38	984.62	98.46 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>11,000.00</b>	<b>11,000.00</b>	<b>589.97</b>	<b>4,695.44</b>	<b>6,304.56</b>	<b>57.31%</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	13,952.14	61,355.14	-61,355.14	0.00 %
<a href="#">200-401-63001</a>	Equipment Maintenance	25,000.00	25,000.00	917.77	18,676.58	6,323.42	25.29 %
<a href="#">200-401-63002</a>	Fleet Maintenance	5,500.00	5,500.00	0.00	155.55	5,344.45	97.17 %
<a href="#">200-401-63003</a>	Lawn Maintenance	0.00	0.00	0.00	7,397.11	-7,397.11	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">200-401-63004</a>	Dues, Fees & Subscriptions	5,127.50	5,127.50	536.50	6,302.05	-1,174.55	-22.91 %
<a href="#">200-401-63005</a>	Training/Continuing Education	12,400.00	12,400.00	1,871.92	3,030.77	9,369.23	75.56 %
<a href="#">200-401-63023</a>	General Maintenance	177,387.24	177,387.24	2,604.87	13,388.49	163,998.75	92.45 %
<a href="#">200-401-63024</a>	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	4,200.00	-200.00	-5.00 %
<a href="#">200-401-63028</a>	Lift Station Maintenance	12,000.00	12,000.00	0.00	15,960.50	-3,960.50	-33.00 %
<a href="#">200-401-64000</a>	Office Supplies	10,000.00	10,000.00	95.61	1,681.64	8,318.36	83.18 %
<a href="#">200-401-64001</a>	IT Equipment	5,000.00	5,000.00	0.00	4,262.67	737.33	14.75 %
<a href="#">200-401-64003</a>	Uniforms	3,500.00	3,500.00	0.00	272.00	3,228.00	92.23 %
<a href="#">200-401-64005</a>	Equipment Rental	2,000.00	2,000.00	0.00	10,119.72	-8,119.72	-405.99 %
<a href="#">200-401-64008</a>	Fuel	0.00	0.00	0.00	1,609.00	-1,609.00	0.00 %
<a href="#">200-401-64010</a>	Maintenance Supplies	0.00	0.00	0.00	36.99	-36.99	0.00 %
<a href="#">200-401-64011</a>	Park Supplies	13,545.00	13,545.00	0.00	33.66	13,511.34	99.75 %
<a href="#">200-401-64021</a>	Merchandise	17,065.20	17,065.20	0.00	12,401.54	4,663.66	27.33 %
<a href="#">200-401-64023</a>	Equipment	20,000.00	20,000.00	0.00	1,448.00	18,552.00	92.76 %
<a href="#">200-401-64026</a>	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
<a href="#">200-401-64027</a>	Coyote Camp	16,000.00	16,000.00	641.27	8,116.96	7,883.04	49.27 %
<a href="#">200-401-64028</a>	Riding Series	32,000.00	32,000.00	0.00	24,069.99	7,930.01	24.78 %
<a href="#">200-401-64029</a>	Miscellaneous Events	700.00	700.00	0.00	28,274.44	-27,574.44	-3,939.21 %
<a href="#">200-401-64030</a>	Programing	8,000.00	8,000.00	6,856.71	18,234.41	-10,234.41	-127.93 %
<a href="#">200-401-64031</a>	Concert Series	0.00	0.00	0.00	503.50	-503.50	0.00 %
<a href="#">200-401-64038</a>	Ice Rink	242,719.40	242,719.40	114,584.50	291,319.76	-48,600.36	-20.02 %
<a href="#">200-401-65000</a>	Network/Phone	14,518.00	14,518.00	1,156.15	15,286.51	-768.51	-5.29 %
<a href="#">200-401-65004</a>	Office Water	0.00	0.00	0.00	556.34	-556.34	0.00 %
<a href="#">200-401-65005</a>	Water	7,000.00	7,000.00	1,086.71	14,509.51	-7,509.51	-107.28 %
<a href="#">200-401-65007</a>	Portable Toilets	2,500.00	2,500.00	80.00	800.00	1,700.00	68.00 %
<a href="#">200-401-65008</a>	Alarm	6,660.00	6,660.00	470.55	7,466.98	-806.98	-12.12 %
<a href="#">200-401-65017</a>	Electricity	60,000.00	60,000.00	7,100.38	67,870.62	-7,870.62	-13.12 %
<a href="#">200-401-65018</a>	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
<a href="#">200-401-65019</a>	Propane/Natural Gas	2,500.00	2,500.00	0.00	2,928.64	-428.64	-17.15 %
<a href="#">200-401-66001</a>	Advertising	15,000.00	15,000.00	0.00	311.88	14,688.12	97.92 %
<a href="#">200-401-66002</a>	Postage & Shipping	0.00	0.00	0.00	18.18	-18.18	0.00 %
<a href="#">200-401-66004</a>	City Sponsored Events	0.00	0.00	0.00	26.59	-26.59	0.00 %
<a href="#">200-401-70001</a>	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">200-401-70002</a>	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	68,611.18	-18,611.18	-37.22 %
<a href="#">200-401-70003</a>	Other Expenses	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">200-401-70004</a>	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
<a href="#">200-401-70007</a>	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
<a href="#">200-401-70013</a>	DSRP Sales Tax	0.00	0.00	0.00	1,749.51	-1,749.51	0.00 %
<a href="#">200-401-71008</a>	DSRP Improvements	355,000.00	355,000.00	2,000.00	71,146.65	283,853.35	79.96 %
<a href="#">200-401-90013</a>	Transfer to Vehicle Replacement Fu	32,145.00	32,145.00	0.00	0.00	32,145.00	100.00 %
	<b>Department: 401 - DSRP Total:</b>	<b>1,320,363.82</b>	<b>1,320,363.82</b>	<b>153,955.08</b>	<b>784,133.06</b>	<b>536,230.76</b>	<b>40.61%</b>
	<b>Expense Total:</b>	<b>1,331,363.82</b>	<b>1,331,363.82</b>	<b>154,545.05</b>	<b>788,828.50</b>	<b>542,535.32</b>	<b>40.75%</b>
	<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>	<b>-221,698.62</b>	<b>-221,698.62</b>	<b>-127,777.69</b>	<b>35,292.45</b>	<b>256,991.07</b>	<b>115.92%</b>
<b>Fund: 400 - Utilities</b>							
<b>Revenue</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">400-000-43024</a>	Over Use Fees	335,135.58	335,135.58	0.00	0.00	-335,135.58	100.00 %
<a href="#">400-000-43025</a>	Reuse Fees	204,350.00	204,350.00	0.00	0.00	-204,350.00	100.00 %
<a href="#">400-000-46001</a>	Other Revenues	0.00	0.00	0.00	1,179,959.90	1,179,959.90	0.00 %
	<b>Department: 000 - Undesignated Total:</b>	<b>539,485.58</b>	<b>539,485.58</b>	<b>0.00</b>	<b>1,179,959.90</b>	<b>640,474.32</b>	<b>118.72%</b>
<b>Department: 300 - Wastewater</b>							
<a href="#">400-300-43018</a>	Wastewater Service Fees	1,478,767.68	1,478,767.68	323,190.42	1,847,406.69	368,639.01	124.93 %
<a href="#">400-300-43020</a>	Late Fees	9,600.00	9,600.00	0.00	14,887.76	5,287.76	155.08 %
<a href="#">400-300-43021</a>	Delayed Connection Fees	5,000.00	5,000.00	3,500.00	28,000.00	23,000.00	560.00 %
<a href="#">400-300-43024</a>	Over Use Fees	0.00	0.00	0.00	161,322.42	161,322.42	0.00 %
<a href="#">400-300-43025</a>	Reuse Fees	0.00	0.00	-53,502.80	306,096.91	306,096.91	0.00 %
<a href="#">400-300-43048</a>	Reclaimed Water Use Fee	0.00	0.00	249.00	365.50	365.50	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">400-300-46001</a>	Other Revenues	60,000.00	60,000.00	138,855.75	138,855.75	78,855.75	231.43 %
<a href="#">400-300-46002</a>	Interest	0.00	0.00	-97.90	-97.90	-97.90	0.00 %
<a href="#">400-300-47008</a>	Transfer from TWDB	14,715,000.00	14,715,000.00	0.00	0.00	-14,715,000.00	100.00 %
<a href="#">400-300-47009</a>	Sales Tax	760,000.00	760,000.00	82,893.11	854,440.94	94,440.94	112.43 %
<b>Department: 300 - Wastewater Total:</b>		<b>17,028,367.68</b>	<b>17,028,367.68</b>	<b>495,087.58</b>	<b>3,351,278.07</b>	<b>-13,677,089.61</b>	<b>80.32%</b>
<b>Department: 301 - Water</b>							
<a href="#">400-301-43020</a>	Late Fees	0.00	0.00	149.56	349.89	349.89	0.00 %
<a href="#">400-301-43038</a>	Meter Set Fees	5,000.00	5,000.00	450.00	4,550.00	-450.00	9.00 %
<a href="#">400-301-43040</a>	Water Base Rate	63,840.00	63,840.00	7,179.90	44,870.79	-18,969.21	29.71 %
<a href="#">400-301-43041</a>	Water Usage	100,000.00	100,000.00	29,226.37	208,862.54	108,862.54	208.86 %
<a href="#">400-301-43043</a>	Equipment Fee	36,200.00	36,200.00	22,099.00	31,736.97	-4,463.03	12.33 %
<a href="#">400-301-43044</a>	Inspection Fees	5,000.00	5,000.00	3,100.00	4,550.00	-450.00	9.00 %
<a href="#">400-301-46001</a>	Other Revenues	6,000.00	6,000.00	0.00	2,396.16	-3,603.84	60.06 %
<b>Department: 301 - Water Total:</b>		<b>216,040.00</b>	<b>216,040.00</b>	<b>62,204.83</b>	<b>297,316.35</b>	<b>81,276.35</b>	<b>37.62%</b>
<b>Department: 310 - Utility Operations</b>							
<a href="#">400-310-41001</a>	PEC Franchise Fee	130,000.00	130,000.00	48,453.01	200,860.63	70,860.63	154.51 %
<a href="#">400-310-41002</a>	ROW Fees	6,000.00	6,000.00	975.54	4,401.20	-1,598.80	26.65 %
<a href="#">400-310-41003</a>	Cable Franchise Fees	130,000.00	130,000.00	36,843.66	149,772.47	19,772.47	115.21 %
<a href="#">400-310-41004</a>	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	10,529.68	7,529.68	350.99 %
<a href="#">400-310-46002</a>	Interest	60,000.00	60,000.00	20,745.36	192,263.49	132,263.49	320.44 %
<b>Department: 310 - Utility Operations Total:</b>		<b>329,000.00</b>	<b>329,000.00</b>	<b>107,017.57</b>	<b>557,827.47</b>	<b>228,827.47</b>	<b>69.55%</b>
<b>Revenue Total:</b>		<b>18,112,893.26</b>	<b>18,112,893.26</b>	<b>664,309.98</b>	<b>5,386,381.79</b>	<b>-12,726,511.47</b>	<b>70.26%</b>
<b>Expense</b>							
<b>Department: 300 - Wastewater</b>							
<a href="#">400-300-60000</a>	Regular Employees	0.00	0.00	0.00	17,325.60	-17,325.60	0.00 %
<a href="#">400-300-60002</a>	Overtime	0.00	0.00	0.00	299.60	-299.60	0.00 %
<a href="#">400-300-61000</a>	Health Insurance	0.00	0.00	0.00	2,156.62	-2,156.62	0.00 %
<a href="#">400-300-61001</a>	Dental Insurance	0.00	0.00	0.00	151.65	-151.65	0.00 %
<a href="#">400-300-61002</a>	Medicare	0.00	0.00	0.00	254.78	-254.78	0.00 %
<a href="#">400-300-61003</a>	Social Security	0.00	0.00	0.00	1,089.34	-1,089.34	0.00 %
<a href="#">400-300-61004</a>	Unemployment	0.00	0.00	0.00	60.82	-60.82	0.00 %
<a href="#">400-300-61006</a>	TMRS	0.00	0.00	0.00	1,031.71	-1,031.71	0.00 %
<a href="#">400-300-62002</a>	Engineering and Surveying	857,000.00	857,000.00	66,081.45	141,066.36	715,933.64	83.54 %
<a href="#">400-300-62019</a>	Planning and Permitting	5,000.00	5,000.00	0.00	27,619.01	-22,619.01	-452.38 %
<a href="#">400-300-62020</a>	Lab Testing	0.00	0.00	0.00	2,256.75	-2,256.75	0.00 %
<a href="#">400-300-63004</a>	Dues, Fees & Subscriptions	0.00	0.00	188.01	2,682.89	-2,682.89	0.00 %
<a href="#">400-300-63005</a>	Training/Continuing Education	0.00	0.00	0.00	668.03	-668.03	0.00 %
<a href="#">400-300-63025</a>	Wastewater Treatment Plant Maint	92,430.00	92,430.00	0.00	38,729.54	53,700.46	58.10 %
<a href="#">400-300-63026</a>	Routine Operations	87,000.00	87,000.00	1,351.32	17,212.28	69,787.72	80.22 %
<a href="#">400-300-63027</a>	Operations Non Routine	85,800.00	85,800.00	0.00	24,201.20	61,598.80	71.79 %
<a href="#">400-300-63028</a>	Lift Station Maintenance	64,300.00	64,300.00	0.00	34,215.72	30,084.28	46.79 %
<a href="#">400-300-63029</a>	Sanitary Sewer Line Maintenance	51,360.00	193,630.14	34,522.00	155,278.42	38,351.72	19.81 %
<a href="#">400-300-63030</a>	Drip Field Maintenance	30,000.00	30,000.00	32.34	10,103.78	19,896.22	66.32 %
<a href="#">400-300-63031</a>	Sludge Hauling	150,000.00	150,000.00	4,558.19	98,716.59	51,283.41	34.19 %
<a href="#">400-300-63033</a>	Wastewater Flow Measurement	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
<a href="#">400-300-63034</a>	Utility Operations	0.00	0.00	11,595.27	56,173.52	-56,173.52	0.00 %
<a href="#">400-300-64003</a>	Uniforms	0.00	0.00	0.00	119.96	-119.96	0.00 %
<a href="#">400-300-64010</a>	Supplies	28,500.00	28,500.00	12,817.67	27,552.85	947.15	3.32 %
<a href="#">400-300-64022</a>	Chemicals	15,000.00	15,000.00	0.00	9,629.91	5,370.09	35.80 %
<a href="#">400-300-65000</a>	Network/Phone	0.00	0.00	722.79	5,948.20	-5,948.20	0.00 %
<a href="#">400-300-65017</a>	Electric	80,000.00	80,000.00	7,618.28	61,474.10	18,525.90	23.16 %
<a href="#">400-300-66005</a>	Public Relations	0.00	0.00	1,000.00	1,000.00	-1,000.00	0.00 %
<a href="#">400-300-70001</a>	Mileage	0.00	0.00	0.00	219.75	-219.75	0.00 %
<a href="#">400-300-70003</a>	Other Expenses	85,000.00	85,000.00	33,542.20	36,917.08	48,082.92	56.57 %
<a href="#">400-300-71000</a>	Capital Projects	2,000,000.00	2,670,464.62	560.00	606,252.22	2,064,212.40	77.30 %
<a href="#">400-300-72001</a>	TWDB - Capital Projects	16,175,000.00	16,175,000.00	0.00	0.00	16,175,000.00	100.00 %
<a href="#">400-300-72002</a>	TWDB - Engineering and Design	485,000.00	485,000.00	170,955.00	412,140.24	72,859.76	15.02 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining	
<a href="#">400-300-72003</a>	TWDB - Special Counsel and Consul	0.00	0.00	19,094.05	46,428.51	-46,428.51	0.00 %
<a href="#">400-300-72004</a>	TWDB - Misc.	230,000.00	230,000.00	0.00	2,150.00	227,850.00	99.07 %
<a href="#">400-300-72005</a>	TWDB - Land Acquisition	0.00	0.00	0.00	30,000.00	-30,000.00	0.00 %
<a href="#">400-300-90013</a>	Transfer to Vehicle Replacement Fu	37,936.00	37,936.00	0.00	0.00	37,936.00	100.00 %
<b>Department: 300 - Wastewater Total:</b>		<b>20,568,326.00</b>	<b>21,381,060.76</b>	<b>364,638.57</b>	<b>1,871,127.03</b>	<b>19,509,933.73</b>	<b>91.25%</b>
<b>Department: 301 - Water</b>							
<a href="#">400-301-62020</a>	Lab Testing	0.00	0.00	0.00	18.36	-18.36	0.00 %
<a href="#">400-301-63026</a>	Routine Operations	25,000.00	25,000.00	120.44	6,735.14	18,264.86	73.06 %
<a href="#">400-301-63027</a>	Operations Non Routine	10,000.00	10,000.00	0.00	3,288.68	6,711.32	67.11 %
<a href="#">400-301-63032</a>	Water Line Maintenance & Repair	20,000.00	22,210.11	0.00	27,866.35	-5,656.24	-25.47 %
<a href="#">400-301-63034</a>	Utility Operations	0.00	0.00	0.00	100.00	-100.00	0.00 %
<a href="#">400-301-64010</a>	Supplies	50,000.00	52,368.61	0.00	46,251.79	6,116.82	11.68 %
<b>Department: 301 - Water Total:</b>		<b>105,000.00</b>	<b>109,578.72</b>	<b>120.44</b>	<b>84,260.32</b>	<b>25,318.40</b>	<b>23.11%</b>
<b>Department: 310 - Utility Operations</b>							
<a href="#">400-310-60000</a>	Regular Employees	527,345.98	527,345.98	35,815.89	405,750.22	121,595.76	23.06 %
<a href="#">400-310-60002</a>	Overtime	0.00	0.00	2,275.55	23,798.77	-23,798.77	0.00 %
<a href="#">400-310-60003</a>	On Call Pay	10,400.00	10,400.00	800.00	13,374.92	-2,974.92	-28.61 %
<a href="#">400-310-61000</a>	Health Insurance	59,572.49	59,572.49	3,382.42	38,875.54	20,696.95	34.74 %
<a href="#">400-310-61001</a>	Dental Insurance	0.00	0.00	235.90	2,712.85	-2,712.85	0.00 %
<a href="#">400-310-61002</a>	Medicare	0.00	0.00	547.04	6,151.13	-6,151.13	0.00 %
<a href="#">400-310-61004</a>	Unemployment	0.00	0.00	0.00	1,342.38	-1,342.38	0.00 %
<a href="#">400-310-61005</a>	Federal Withholding	42,609.97	42,609.97	0.00	0.00	42,609.97	100.00 %
<a href="#">400-310-61006</a>	TMRS	30,894.73	30,894.73	2,294.60	26,220.38	4,674.35	15.13 %
<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	50,000.00	50,000.00	1,800.00	26,185.39	23,814.61	47.63 %
<a href="#">400-310-62020</a>	Lab Testing	30,000.00	30,000.00	0.00	27,509.21	2,490.79	8.30 %
<a href="#">400-310-63001</a>	Equipment Maintenance	10,000.00	10,000.00	0.00	708.51	9,291.49	92.91 %
<a href="#">400-310-63002</a>	Fleet Maintenance	12,000.00	12,000.00	163.12	1,146.63	10,853.37	90.44 %
<a href="#">400-310-63005</a>	Training/Continuing Education	13,305.00	16,330.51	1,485.00	7,017.25	9,313.26	57.03 %
<a href="#">400-310-63034</a>	Utility Operations	355,560.00	355,560.00	15,530.00	90,905.93	264,654.07	74.43 %
<a href="#">400-310-64001</a>	IT Equipment & Support	4,340.00	4,340.00	0.00	1,179.16	3,160.84	72.83 %
<a href="#">400-310-64002</a>	Software	15,313.00	15,313.00	0.00	14,010.44	1,302.56	8.51 %
<a href="#">400-310-64003</a>	Uniforms	7,470.00	7,470.00	0.00	4,579.63	2,890.37	38.69 %
<a href="#">400-310-64006</a>	Fleet Acquisition	62,000.00	62,000.00	0.00	63,236.00	-1,236.00	-1.99 %
<a href="#">400-310-64008</a>	Fuel	20,000.00	20,000.00	232.88	250.40	19,749.60	98.75 %
<a href="#">400-310-64023</a>	Equipment	53,000.00	53,000.00	0.00	18,746.63	34,253.37	64.63 %
<a href="#">400-310-65000</a>	Network/Phone	16,250.00	16,250.00	276.78	19,850.13	-3,600.13	-22.15 %
<b>Department: 310 - Utility Operations Total:</b>		<b>1,330,061.17</b>	<b>1,333,086.68</b>	<b>64,839.18</b>	<b>793,551.50</b>	<b>539,535.18</b>	<b>40.47%</b>
<b>Department: 311 - Arrowhead Wastewater Plant</b>							
<a href="#">400-311-63025</a>	Arrowhead - Wastwater Treatment	18,325.00	18,325.00	0.00	5,254.66	13,070.34	71.33 %
<a href="#">400-311-63026</a>	Arrowhead - Routine Operations	23,250.00	23,250.00	1,034.47	14,810.76	8,439.24	36.30 %
<a href="#">400-311-63027</a>	Arrowhead - Non-Routine Operatio	21,450.00	21,450.00	0.00	16,680.74	4,769.26	22.23 %
<a href="#">400-311-63028</a>	Arrowhead - Lift Station Maintenanc	6,500.00	6,500.00	0.00	1,400.16	5,099.84	78.46 %
<a href="#">400-311-63030</a>	Arrowhead - Drip Field Maintenanc	51,500.00	51,500.00	0.00	69.98	51,430.02	99.86 %
<a href="#">400-311-63031</a>	Arrowhead - Sludge Hauling	39,000.00	39,000.00	4,558.19	48,485.94	-9,485.94	-24.32 %
<a href="#">400-311-64010</a>	Arrowhead - Supplies	7,500.00	7,500.00	52.64	1,051.07	6,448.93	85.99 %
<a href="#">400-311-64022</a>	Arrowhead - Chemicals	13,000.00	13,000.00	505.40	10,584.40	2,415.60	18.58 %
<a href="#">400-311-65017</a>	Arrowhead - Electricity	20,000.00	20,000.00	1,846.58	12,788.70	7,211.30	36.06 %
<a href="#">400-311-71000</a>	Arrowhead - Capital Projects	2,029,109.57	2,029,109.57	3,266.98	62,100.64	1,967,008.93	96.94 %
<b>Department: 311 - Arrowhead Wastewater Plant Total:</b>		<b>2,229,634.57</b>	<b>2,229,634.57</b>	<b>11,264.26</b>	<b>173,227.05</b>	<b>2,056,407.52</b>	<b>92.23%</b>
<b>Expense Total:</b>		<b>24,233,021.74</b>	<b>25,053,360.73</b>	<b>440,862.45</b>	<b>2,922,165.90</b>	<b>22,131,194.83</b>	<b>88.34%</b>
<b>Fund: 400 - Utilities Surplus (Deficit):</b>		<b>-6,120,128.48</b>	<b>-6,940,467.47</b>	<b>223,447.53</b>	<b>2,464,215.89</b>	<b>9,404,683.36</b>	<b>135.51%</b>
<b>Report Surplus (Deficit):</b>		<b>-9,491,204.25</b>	<b>-10,409,905.16</b>	<b>13,507.63</b>	<b>3,460,504.11</b>	<b>13,870,409.27</b>	<b>133.24%</b>

**Group Summary**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>						
<b>Revenue</b>						
000 - Undesignated	7,763,445.36	7,763,445.36	735,743.82	8,711,352.06	947,906.70	12.21%
105 - Communications	110,209.00	110,209.00	0.00	78,500.42	-31,708.58	28.77%
200 - Planning & Development	1,628,875.00	1,628,875.00	120,069.13	968,918.44	-659,956.56	40.52%
201 - Building	1,550,000.00	1,550,000.00	118,037.80	1,561,643.18	11,643.18	0.75%
400 - Parks & Recreation	579,880.00	592,448.00	-65.00	23,355.00	-569,093.00	96.06%
402 - Aquatics	76,100.00	76,100.00	2,501.97	46,745.52	-29,354.48	38.57%
404 - Founders Day	124,450.00	124,450.00	0.00	162,071.12	37,621.12	30.23%
<b>Revenue Total:</b>	<b>11,832,959.36</b>	<b>11,845,527.36</b>	<b>976,287.72</b>	<b>11,552,585.74</b>	<b>-292,941.62</b>	<b>2.47%</b>
<b>Expense</b>						
000 - Undesignated	5,797,331.91	5,797,331.91	30,232.90	298,209.33	5,499,122.58	94.86%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	67,500.00	-50,500.00	-297.06%
101 - City Administrators Office	0.00	0.00	45,818.90	551,095.56	-551,095.56	0.00%
102 - City Secretary	29,120.00	29,120.00	14,299.34	179,319.46	-150,199.46	-515.79%
103 - Courts	15,500.00	15,500.00	1,075.00	6,650.89	8,849.11	57.09%
104 - City Attorney	49,000.00	49,000.00	25,484.83	285,011.50	-236,011.50	-481.66%
105 - Communications	132,309.00	132,309.00	16,606.08	308,845.85	-176,536.85	-133.43%
106 - IT	389,894.84	389,894.84	26,629.87	461,498.63	-71,603.79	-18.36%
107 - Finance	1,494,123.00	1,494,123.00	130,241.75	1,556,730.87	-62,607.87	-4.19%
200 - Planning & Development	313,500.00	411,869.92	26,317.02	314,307.19	97,562.73	23.69%
201 - Building	792,000.00	792,000.00	232,188.14	1,297,577.04	-505,577.04	-63.84%
300 - Wastewater	1,140,000.00	1,140,000.00	111,313.95	1,401,126.95	-261,126.95	-22.91%
304 - Maintenance	2,271,860.00	2,271,860.00	124,237.99	1,528,480.99	743,379.01	32.72%
400 - Parks & Recreation	1,369,101.76	1,381,661.76	189,485.31	1,345,902.26	35,759.50	2.59%
401 - DSRP	683,265.91	683,265.91	50,532.91	632,748.15	50,517.76	7.39%
402 - Aquatics	234,007.09	234,007.09	26,112.73	139,219.83	94,787.26	40.51%
404 - Founders Day	160,025.00	160,025.00	0.00	140,143.02	19,881.98	12.42%
500 - Emergency Management	94,298.00	94,298.00	7,873.21	77,222.45	17,075.55	18.11%
<b>Expense Total:</b>	<b>14,982,336.51</b>	<b>15,093,266.43</b>	<b>1,058,449.93</b>	<b>10,591,589.97</b>	<b>4,501,676.46</b>	<b>29.83%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>-3,149,377.15</b>	<b>-3,247,739.07</b>	<b>-82,162.21</b>	<b>960,995.77</b>	<b>4,208,734.84</b>	<b>129.59%</b>
<b>Fund: 200 - Dripping Springs Ranch Park</b>						
<b>Revenue</b>						
401 - DSRP	1,109,665.20	1,109,665.20	26,767.36	824,120.95	-285,544.25	25.73%
<b>Revenue Total:</b>	<b>1,109,665.20</b>	<b>1,109,665.20</b>	<b>26,767.36</b>	<b>824,120.95</b>	<b>-285,544.25</b>	<b>25.73%</b>
<b>Expense</b>						
400 - Parks & Recreation	11,000.00	11,000.00	589.97	4,695.44	6,304.56	57.31%
401 - DSRP	1,320,363.82	1,320,363.82	153,955.08	784,133.06	536,230.76	40.61%
<b>Expense Total:</b>	<b>1,331,363.82</b>	<b>1,331,363.82</b>	<b>154,545.05</b>	<b>788,828.50</b>	<b>542,535.32</b>	<b>40.75%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>	<b>-221,698.62</b>	<b>-221,698.62</b>	<b>-127,777.69</b>	<b>35,292.45</b>	<b>256,991.07</b>	<b>115.92%</b>
<b>Fund: 400 - Utilities</b>						
<b>Revenue</b>						
000 - Undesignated	539,485.58	539,485.58	0.00	1,179,959.90	640,474.32	118.72%
300 - Wastewater	17,028,367.68	17,028,367.68	495,087.58	3,351,278.07	-13,677,089.61	80.32%
301 - Water	216,040.00	216,040.00	62,204.83	297,316.35	81,276.35	37.62%
310 - Utility Operations	329,000.00	329,000.00	107,017.57	557,827.47	228,827.47	69.55%
<b>Revenue Total:</b>	<b>18,112,893.26</b>	<b>18,112,893.26</b>	<b>664,309.98</b>	<b>5,386,381.79</b>	<b>-12,726,511.47</b>	<b>70.26%</b>
<b>Expense</b>						
300 - Wastewater	20,568,326.00	21,381,060.76	364,638.57	1,871,127.03	19,509,933.73	91.25%
301 - Water	105,000.00	109,578.72	120.44	84,260.32	25,318.40	23.11%
310 - Utility Operations	1,330,061.17	1,333,086.68	64,839.18	793,551.50	539,535.18	40.47%
311 - Arrowhead Wastewater Plant	2,229,634.57	2,229,634.57	11,264.26	173,227.05	2,056,407.52	92.23%

**Budget Report**

For Fiscal: FY 2024 Period Ending: Item 5. 4

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense Total:</b>	24,233,021.74	25,053,360.73	440,862.45	2,922,165.90	22,131,194.83	88.34%
<b>Fund: 400 - Utilities Surplus (Deficit):</b>	-6,120,128.48	-6,940,467.47	223,447.53	2,464,215.89	9,404,683.36	135.51%
<b>Report Surplus (Deficit):</b>	-9,491,204.25	-10,409,905.16	13,507.63	3,460,504.11	13,870,409.27	133.24%

### Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-3,149,377.15	-3,247,739.07	-82,162.21	960,995.77	4,208,734.84
200 - Dripping Springs Ranch Park	-221,698.62	-221,698.62	-127,777.69	35,292.45	256,991.07
400 - Utilities	-6,120,128.48	-6,940,467.47	223,447.53	2,464,215.89	9,404,683.36
<b>Report Surplus (Deficit):</b>	<b>-9,491,204.25</b>	<b>-10,409,905.16</b>	<b>13,507.63</b>	<b>3,460,504.11</b>	<b>13,870,409.27</b>

September 11, 2024

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

**Re: Amendment No. 3 to Existing Agreement for the Historic Stephenson School Building – Full Architectural Services  
101 Old Fitzhugh Road, Dripping Springs, Texas 78620**

Architexas is pleased to present this proposed amendment to the City of Dripping Springs for Architectural design related to value engineering, Environmental project specifications, Pre-construction activities, On-site management and Testing, and final report for the restoration, rehabilitation and addition of the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs, Texas. These services will be provided by Architexas and our specialty consultant, Champion Environmental Consulting, Inc. and are in addition to services defined in the original proposal dated 5/22/23 and signed agreement dated 6/7/23.

**SCOPE OF ADDITIONAL SERVICES**

**Task Order 2 - CONSTRUCTION DOCUMENTS**

**2.5 Revise Construction Documents & Specifications**

The following design scope modifications are necessary based on the City Council Budget Subcommittee’s recommended pricing reduction scope of work approved during the Sept. 10, 2024 City Council meeting.

- Finish material changes
- Exterior cladding change from 100% stone veneer to a stone veneer wainscot with corrugated metal similar to previous HPC presentation.
- Remove addition of east porch and recess new storefront entry. Modify paving.

**2.6 Historic Preservation Commission**

Architexas will update the drawings, specifically the exterior elevation and prepare a presentation for the City of Dripping Springs Historical Preservation Commission.

**OPTIONAL - Historical Preservation Commission Meeting Presentation**

Architexas will present the updated exterior elevation presentation to the City of Dripping Springs Historical Preservation Commission. **ONE (1) MEETING.**

**Environmental**

- Project Specifications for remediation and disposal of ACM and LBP/LCP at the Site based on the survey conducted by Champion Environmental.
- Coordination of specifications based on project approach at ACM and LBP/LCP containing materials.

**Task Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMINISTRATION**

- Attend Pre-Construction meetings, answer questions by subcontractors, and prepare Texas Department of State Health Services notification.



- On-Site ACM and LBP/LCP Management and Testing Services including monitoring of work performed by the remediation contractor. Provide compliance area sampling and analysis during all remediation phases of the project including closure sampling/air monitoring.
- Upon completion of the remediation activities, provide a final report documenting:
  - Daily logs of work activities
  - Inspection reports
  - Post-project submittals
  - Off site lab results

**ASSUMPTIONS**

- For purposes of coordination during design, most coordination will be via electronic means, including meetings as required.
- Limited meetings may be held at the job site as required.

**PROJECT SCHEDULE**

Services will be completed concurrently with the project schedule.

**COMPENSATION**

Compensation will be hourly to a maximum fee of \$9,500 plus approved reimbursable expenses. Invoices will be submitted monthly for services performed to date.

**TASK Order 2 – CONSTRUCTION DOCUMENTS**

<b>Basic Services Consultants</b>	
Architexas (Architect)	\$18,000
AEC (Structural)	\$3,650
<b>TOTAL</b>	<b>\$21,650</b>
<b>Specialty Consultants</b>	
Introspec (Specifications)	\$650
Champion Environmental (Specifications/Workplan)	\$1,595
<b>TOTAL</b>	<b>\$2,245</b>
<b>TASK 2 TOTAL</b>	<b>\$23,895</b>
<b>Optional HPC Meeting Presentation</b>	<b>\$1,200</b>

**OPTIONAL TASK Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMIN.**

Champion Environmental (On Site Management and Testing Services) \$895/shift <b>ESTIMATED 5 shifts</b>	\$4,475
Champion Environmental (Closeout Report)	\$750
<b>Champion TOTAL</b>	<b>\$6,820</b>
Architexas (Architect)	\$680
<b>TASK 3 TOTAL</b>	<b>\$7,500</b>

**REIMBURSABLE EXPENSES**

Expenses incurred in the interest of the project are included in the compensation for professional fees and include: In-house printing, copying, postage, mileage (.67/mile) and delivery. Reimbursable expenses will be invoiced at a 1.1 multiplier and are estimated to not exceed \$500. Drawing submittals and final Construction Documents will be delivered electronically.

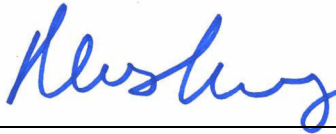
**AGREEMENT**

If you are in agreement with this proposal, please sign below. We look forward to the opportunity of working with you and your team on this wonderful historic structure in Dripping Springs.

Authorized Representatives:

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

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



\_\_\_\_\_  
*Alexis McKinney, AIA, Principal*  
ARCHITEXAS

\_\_\_\_\_  
09.11.2024  
*Date*

# STEPHENSON HIGH SCHOOL

Dripping Springs, Texas



## City of Dripping Springs VE Budget Summary

September 3, 2024

*Rehabilitation of the Historic Stephenson  
High School Building and Addition*

# Estimated 100% Construction Documents Construction Cost



<b>Direct Construction Costs</b>	
Existing Building Renovation	\$1,569,686
Addition	\$991,843
Site	\$404,559
<b>Total Direct Construction Cost:</b>	<b>\$2,966,088</b>
General Conditions	\$489,405
Contingencies (Escalation to Jan. 2025)	\$474,574
<b>Total</b>	<b>\$3,930,067</b>
<b>Value Engineering Goal 5-10%</b>	<b>\$148k - \$296</b>

# Value Engineering Available Elements

VERMEULENS					
CATEGORY	SECTION	ORIGINAL ITEM	PROPOSED CHANGE	COST SAVINGS	
G CREEK REDUCTIONS		STOREFRONT	REDUCE SF COST	\$ 6,000.00	
	A33	HOLLOW MTL. DOOR	COST REDUCTION	\$ 2,900.00	
	A34	ROOFING	COST REDUCTION	\$ 36,000.00	
	B12	SITILE RAIL DOORS	COST REDUCTION	\$ 13,000.00	
		BIM COORDINATION	REMOVE BIM COORDINATION	\$ 16,000.00	
	C11	PLUMBING	COST REDUCTION	\$ 30,000.00	
TILE FINISH	B23, B21	TILE WAINSCOT AT ALL RR WALLS	WAINSCOT ONLY AT WET WALLS	\$ 11,948.42	
COUNTER TOP MATERIAL	B31	STAINLESS STEEL COUNTERS AT CATERING	PROVIDE SOLID SURFACE IN LIEU	\$ 3,150.00	
	B31	COUNTER VANITY	REDUNDANT LINE ITEM	\$ 3,750.00	
CEILING FINISH	B22	SUSPENDED GYP CEILINGS	PROVIDE SUS. ACOUSTIC TILE AT OFFICES	\$ 1,193.75	
FLOOR FINISH	B21	POLISHED CONCRETE	PROVIDE CARPET TILE AT OFFICES	\$ 5,000.00	
SITE	D11	CONCRETE AREAWAYS	REUSE EXIST. MTL. AREAWAYS	\$ 4,716.00	
MEP	C22	LIGHTING	ASSUMED 10% SAVINGS	\$ 12,688.80	
	C11	WATER HEATER	COST CHECK	\$ 5,004.00	
DESIGN CHANGE	A32	FULL LIMESTONE FAÇADE	LIMESTONE WAINSCOT WITH CORRUGATED METAL	\$ 53,659.60	
DESIGN CHANGE	A11, A35, D1	EAST PORCH	REMOVE EAST PORCH, INSET VESTIBULE ENTRY	\$ 15,000.00	
				% ACHIEVED	
<b>TOTAL SAVINGS</b>				<b>\$ 220,010.57</b>	<b>7.42%</b>
	B32	AV EQUIPMENT ALLOWANCE	OFOI	\$ 50,000.00	
	B32	STAGE LIGHT BAR ALLOWANCE	OFOI	\$ 10,000.00	
<b>OWNER FURNISHED OWNER INSTALL COST (OFOI)</b>				<b>\$ 60,000.00</b>	<b>2.02%</b>

# Value Engineering Available Elements

## Potential VE Savings

## Owner Furnished Owner Installed (OFOI)

Contractor Cost Adjustments	\$103,900
Product Adjustments	\$47,451
Design Changes	\$68,659
Requires Additional Design Costs	

AV Equipment Allowance	\$50,000
Stage Light Bar Allowance	\$10,000

**Total Direct Savings: \$220,010**

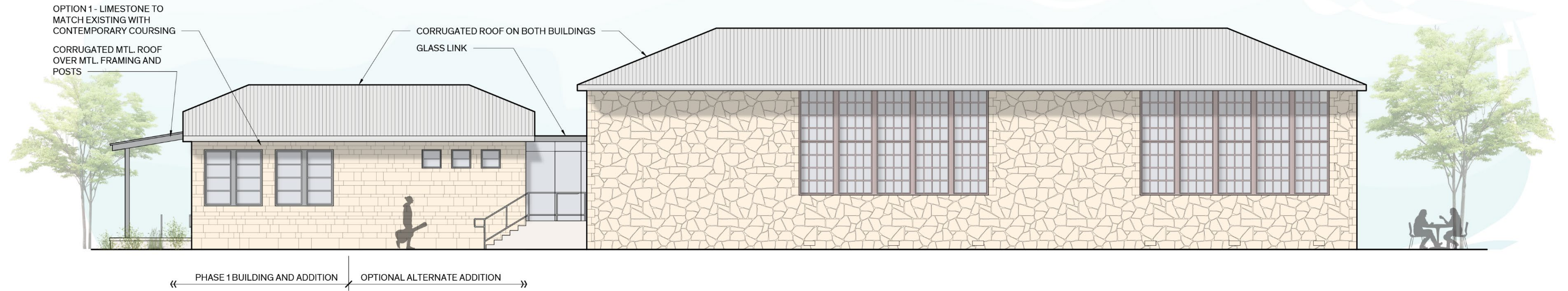
**Total OFOI Cost: \$60,000**

**Available Estimate Cost Savings: 7.42%**

**Available OFOI: 2.02%**

STEPHENSON SCHOOL BUILDING  
CONCEPTUAL SCHEME - OPTION 1

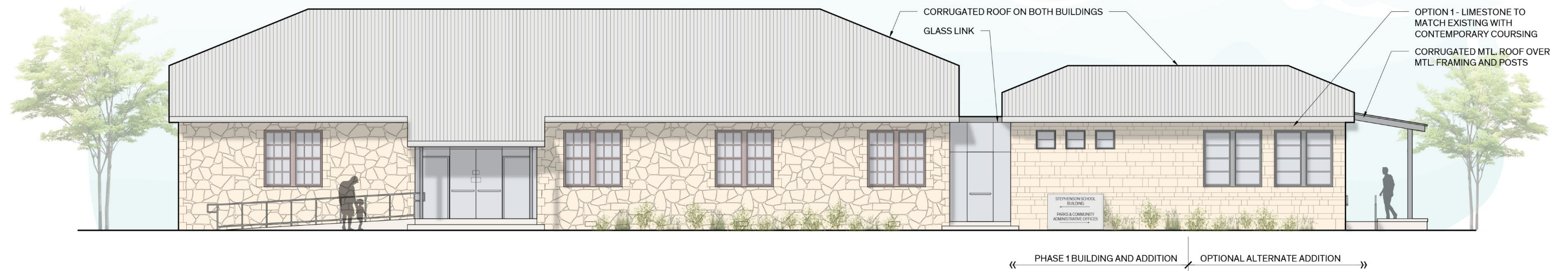
# HPC Approved Elevations



## West Elevation

Scale: 3/32" = 1'

3/15/2023



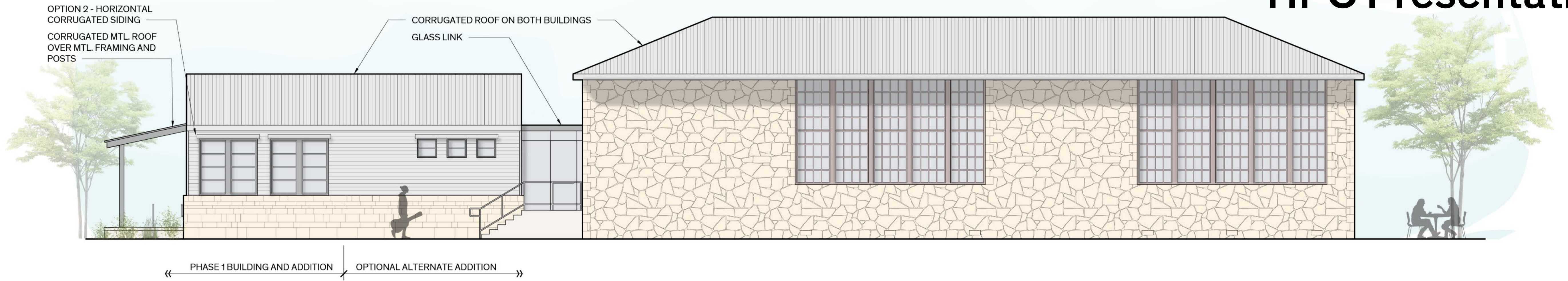
## East Elevation

Scale: 3/32" = 1'

3/15/2023

STEPHENSON SCHOOL BUILDING  
CONCEPTUAL SCHEME - OPTION 2

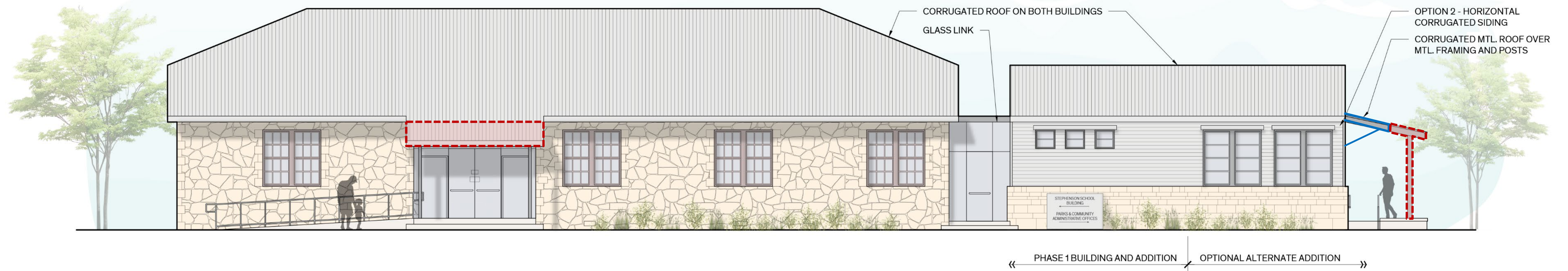
# Limestone Wainscot with Corrugated Metal HPC Presentation



## VE - West Elevation

Scale: 3/32" = 1'

3/15/2023



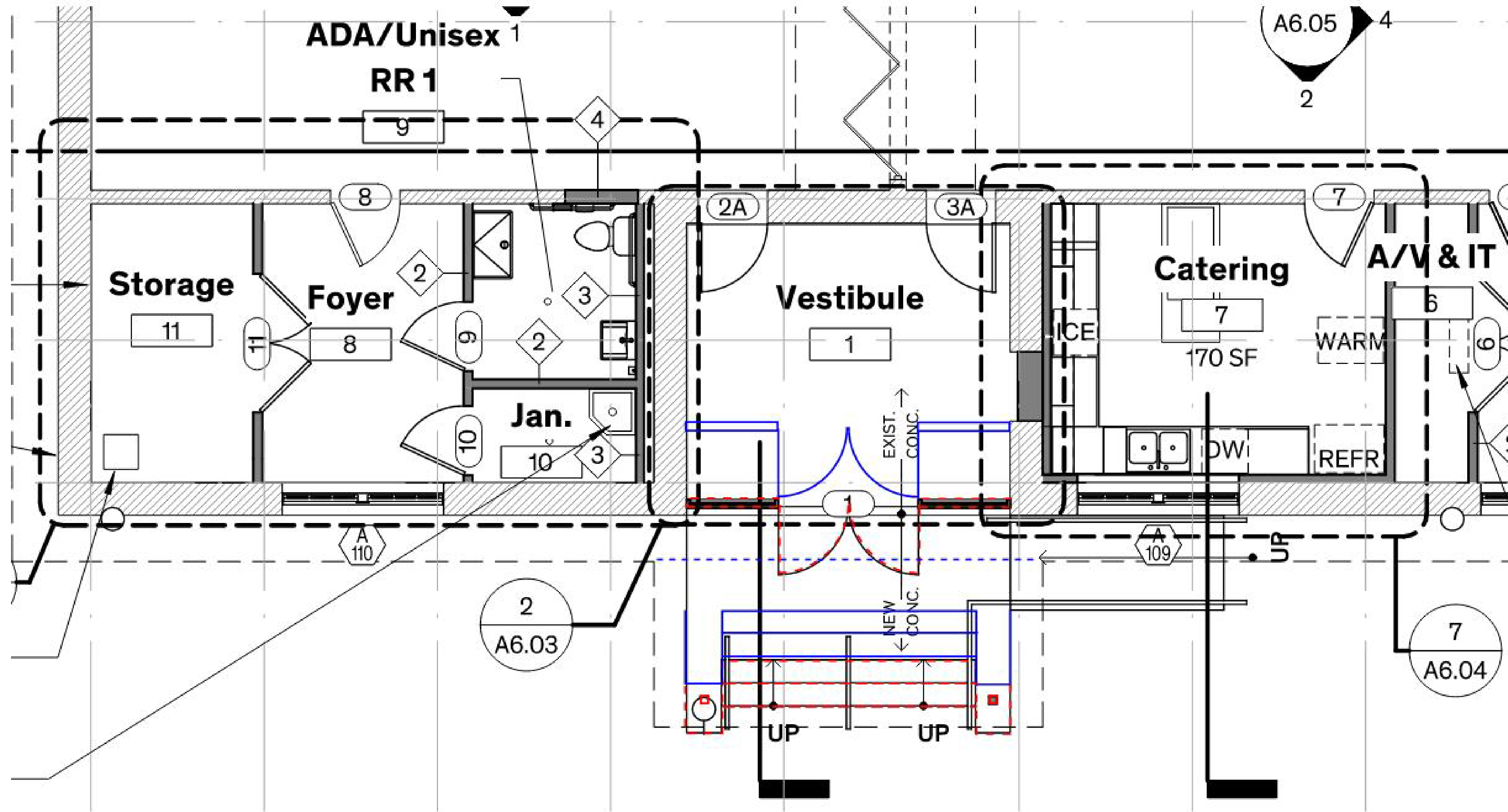
## VE - East Elevation

Scale: 3/32" = 1'

3/15/2023



# VE East Porch Revision



Project: Stephenson Building  
 Location: 311 Old Fitzhugh Rd.  
 Phase: Value Engineering  
 Date: September 2024

# Revised Total Cost With VE Savings

	Direct Construction Cost	General Requirements	Contingencies	Total Cost
Original	\$2,966,088.00	\$489,404.52	\$474,574.08	\$3,930,066.60
Revised	<b>\$2,686,077.43</b>	<b>\$443,202.78</b>	<b>\$429,772.39</b>	<b>\$3,559,052.60</b>

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 6<sup>th</sup> day of June 2023, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **Architexas** (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Description of Services:** The City and Contractor agree to the following:
  - (a) Contractor shall provide full architectural services to the City of Dripping Springs for the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs as described in Attachment "A".
  - (b) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
  - (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
  - (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
  - (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
  - (f) Contractor shall perform other related duties as needed.
2. **Scope of Work:** Contractor will provide full architectural services to the City and all work as described in Attachment "A". Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.
3. **Ownership of Documents:** Any documents created for the City shall become the property of the City. Any section in Attachment "A" to the contrary is preempted by this Agreement. All portions of the proposal are considered by the Contractor to be trade secrets and proprietary information for purposes of the Texas Public Information Act. If any document related to the Contractor's proposal is requested, Contractor will be contacted as required by law. Any final draft or document created by the Contractor that is adopted by the City, other than this proposal, shall not be considered proprietary or a trade secret.
4. **Schedule:** The schedule shall include completion of the tasks as outlined in Attachment "A". Work for each Task Order will be started once each Task Order is approved by Council and a written Notice to Proceed is issued by the City Administrator or the Administrator's Designee.

5. **Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in Attachment "A". The cost shall not exceed two hundred eighty-eight thousand four hundred twenty-five dollars (\$288,425) plus up to three thousand five hundred (\$3,500) in reimbursable expenses. Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.
6. **Relationship of Parties:** It is understood by the parties that Contractor 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 Contractor. The City may contract with other individuals or firms for legal services.
7. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor, or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
8. **Termination:** Either party may terminate this Agreement at any time with written notice to the other party. In the event of termination, payment shall be made as described in Attachment "A".
9. **Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".
10. **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 the City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents. Liability of the Contractor is limited to the limits of insurance provided by Contractor in Attachment "B". Any section to the contrary in Attachment "A" is preempted by this Agreement.
11. **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 except as provided for, and with the protections described in Attachment "A".
12. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**  
City of Dripping Springs  
Attn: City Administrator  
P.O. Box 384  
Dripping Springs, TX 78620

**For the Contractor:**  
Architexas  
Attn: Larry Irsik, AIA, Senior Principal  
2900 S Congress Avenue, Suite 200  
Austin, TX 78704

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

**13. Law & Venue:** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas. Non-Binding mediation shall be the first dispute resolution as described in Attachment "A".

**14. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

**15. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. 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.

**17. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. If this Agreement conflicts with Attachment "A", this Agreement controls. This Agreement supersedes any prior written agreements between the parties.

**CITY OF DRIPPING SPRINGS:**

  
Michelle Fischer, City Administrator

June 7, 2023  
Date

**ARCHITEXAS:**

  
Larry Irsik, AIA, Senior Principal

June 9, 2023  
Date

**ATTACHMENT A**

Architexas Proposal

May 22, 2023

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

**Re: Proposal for the Historic Stephenson School Building – Full Architectural Services  
 101 Old Fitzhugh Road, Dripping Springs, Texas 78620**

Architexas is pleased to submit this proposal for full architectural services for the restoration, rehabilitation and addition to the City of Dripping Springs for the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs, Texas. These services will be provided by Architexas and our consultants with input and assistance by City of Dripping Springs representatives who will assist in guiding the design team on your desire for development of the property in a cost efficient, functional and historically sensitive manner.

## PROJECT TEAM MEMBERS

### Basic Services

Architexas	<i>Architect of Record</i>
AEC	<i>Structural Engineering</i>
Cleary Zimmerman	<i>MEP Engineering</i>

### Specialty Consultant Services

Doucet	<i>Civil Engineering and Site Permitting</i>
BAI	<i>Acoustics and Audiovisual Programming</i>
Geotechnical Solutions	<i>Geotechnical Engineering</i>
Co'Design	<i>Landscape Architect and Irrigation Consultant</i>
Vermeulens	<i>Cost Estimating</i>
KS Permitting, LLC	<i>Permitting Services Consultant</i>
Rob Roy Parnell, Inc.	<i>RAS Reviewer</i>

## SCOPE OF SERVICES

### TASK Order 1 - DESIGN DEVELOPMENT

#### 1.1 Project Kick-Off

The Architexas team will participate in a project kick-off meeting to review the scope of work, project schedule, project budget, and will discuss procedures and chain of communication with city stakeholders. **ONE (1) MEETING**

#### 1.2 Project Base Documents

Architexas will conduct additional field measuring to further refine the existing CAD drawings and develop base CAD details of existing doors, windows, roofing details and framing conditions. The additional field measuring will also enable Architexas to develop base building sections and a reflected ceiling plan with existing framing in CAD. We will also release the geotechnical engineer to perform their work.

#### 1.3 Existing Conditions Assessment

Architexas and its consultants will further visually inspect the existing conditions of the building and site and will document detailed deficiencies that require repair, restoration, or replacement. This documentation will be used to develop selective demolition documents and allow us to illustrate the limits of work where repair is required on materials like masonry, wood flooring, doors and windows, wood trim, and plaster, etc.

#### 1.4 Code and ADA Review

Architexas will review and update the previously prepared local ordinances and building code analysis if needed. Architexas will also submit 100% DD documents for RAS Review.

#### 1.5 Interior Planning and Design Development

Based on the updated concept plans approved on the Stephenson Building dated March 15, 2023, Architexas will proceed with preparation of further developed floor plans, building sections, interior elevations, and reflected ceiling plan drawings. We will also develop concept image boards to illustrate refined space planning, and interior finish materials. Our consultant team will also prepare narrative descriptions of their scope of work, including MEP and structural systems to be incorporated into the design.

#### 1.6 Design Confirmation Meeting

Architexas will participate in one (1) design confirmation meeting with the city stake holders to review the space plan, interior elevations and finishes, and the further developed site plan. **ONE (1) MEETING**

#### 1.7 User Meetings

Architexas and will conduct one (1) user meetings with stakeholders to verify detailed items such as owner-provided equipment, built-in cabinetry requirements, lighting, switch & outlet locations, door hardware requirements, building security, etc. **ONE (1) MEETING**

#### 1.8 Design Development Confirmation Meeting

Architexas will conduct a one (1) Design Development confirmation meeting with city stakeholders to review the 100% Design Development documents. After comments are addressed and documents are updated, an estimate of probable construction cost will be prepared and presented to the Owner. Architexas will prepare a Certificate of Appropriateness and attend one Historic Preservation Commission meeting. We will attend one TIRZ Board/City Council meeting for project design approval. **THREE (3) MEETINGS**

#### Task Order 1 - Deliverables:

- *Geotechnical report*
- *Written summary of further detailed existing conditions assessment, code review, and system requirements.*
- *Written Basis of Design*
- *Demolition Floor Plan and Notes*
- *Architectural Floor Plan showing renovations scope, floor finishes and furniture/ equipment arrangements.*
- *Building Section(s)*
- *Architectural Reflected Ceiling Plans illustrating ceiling concepts, materials, and proposed lighting layout.*
- *Architectural Exterior and Interior Elevations*
- *Door, Window and Hardware Schedule*
- *Finish Schedules*
- *Civil and Landscape drawings*
- *Mechanical, Electrical and Plumbing drawings.*
- *Structural Drawings*
- *Outline Specifications - Table of Contents*
- *100% DD RAS Review*
- *100% Design Development Estimate of Probable Construction Cost*

#### Task Order 2 - CONSTRUCTION DOCUMENTS

Upon approval of Task Order 1, and written authorization to proceed with Task Order 2, Architexas will provide the services below:

##### 2.1 Develop Construction Documents & Specifications

Based on the approved Design Development Documents in Task Order 1, Architexas will prepare Construction Documents that will set forth in detail the requirements for construction of the Project and will include Drawings and Specifications that establish the quality levels of materials and systems required.



## 2.2 50% CD Scope and Budget Confirmation Meeting

Upon completion of Task 2.1 to 50% level of Construction Document completion, Architexas will conduct one (1) meeting with Owner stakeholders to confirm the 50% CD drawings prior to finalizing Construction Documents. **ONE (1) MEETING**

## 2.3 TAS Consultation

Architexas will consult on an as-needed basis with a third-party Registered Accessibility Specialist for TAS compliance.

## 2.4 Finalize Construction Documents & Specifications

Based on input from Task 3.2 and Task 3.3, Architexas will finalize the Construction Documents and Specifications that will set forth in detail the requirements for bidding and construction of the project. A final estimate of probable Construction Cost will be prepared at 100% completion of the CD documents. **ONE (1) MEETING**

### Task 3 Deliverables:

- General Notes and Specifications
- Demolition Floor Plan and Notes
- Architectural Floor Plan and Dimensional Control
- Building Sections
- Architectural Reflected Ceiling Plan
- Architectural Interior Elevations
- Door, Window and Hardware Schedule
- Interior Finish Schedule
- Architectural Details
- Mechanical, Electrical and Plumbing drawings
- Structural Drawings
- COMCheck application as required
- Civil Engineering
  - Site Plan
  - Grading Plan
  - Utility Plan
  - Existing Drainage Area Map
  - Proposed Drainage Area Map
  - Erosion & Sedimentation control plan and details
- Landscape Plan
- Irrigation Plans
- Estimate of Probable Construction Cost at CD completion
- 50% CD RAS Review
- Final Signed and Sealed Construction Documents (Drawings and Specifications)

### Task Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMINISTRATION

Upon approval of Task Order 2, and written authorization to proceed with Task Order 3, Architexas will provide the services below:

#### 3.1 Permitting Services

Architexas has a Permit Consulting Firm that will handle the permitting process from start to finish from initial consultation to delivering the approved permit.

#### 3.2 Bidding and Negotiation

Architexas will assist as necessary in obtaining bids, negotiated proposals, and preparing bid documents, including addenda and responding to contractor's bidding questions. Architexas will attend one (1) pre-bid meeting and review bidding information and assist in evaluating the qualifications and proposals. If needed, Architexas will attend a City Council meeting for approval of the project to go to bid. **ONE (1) MEETING**

### 3.3 Construction Administration

Architexas will visit the site every 2 weeks during the construction period, to become generally familiar with the work progress and to observe if work is being performed in accordance with the Construction Documents.

### 3.4 Substantial Completion

When the work is found to be substantially complete, Architexas will conduct on-site project review to determine the date of substantial completion and the schedule to achieve final completion. **ONE (1) MEETING**

### 3.5 Final Completion

Architexas will receive and review written warranties and related documents required by the Contract Documents and assembled by the Contractor. When the Work is found to be fully complete, Architexas will conduct a final walk with the Project Manager to determine full compliance of the project with the Contract Documents and certify a final Certificate of Payment. This task includes one (1) site visit and approval of final pay application. **ONE (1) MEETING**

#### Task Order 3 Services:

- Attend **one (1) pre-construction meeting**
- Attend bi-monthly OAC meetings; virtually or at the project site
- Prepare field reports from site visits
- Respond to RFI's
- Prepare ASI's and Proposal Requests with Client approval
- Issuing Change Orders with Client approval
- Review shop drawings and other submittals from the contractor
- Review monthly pay-applications
- Assumes **two (2) site visit per month** for duration of construction
- One (1) site visitation and review of Contractor's punch list
- One (1) site visit to review Contractor final corrected work
- Review closeout documentation from the Contractor
- 1 Year Warranty Review by Architexas team

## SPECIALTY CONSULTANT SERVICES

### Acoustics and Audio Visual Programming

#### Acoustics

- Survey of existing conditions and finishes
- Recommendations to the design team relating to interior finishes as required to provide suitable meeting spaces, architectural isolation of potential noise sources such as mechanical equipment, and potential acoustical separation of spaces. Recommendations will be coordinated with historical requirements as may be determined.
- Response to RFIs and submittal review throughout the project.
- HVAC Noise Control Design:
  - Review of the HVAC design from a noise control perspective.
  - Recommendations to the ME and design team regarding control of HVAC noise
  - levels in occupied spaces

#### Audiovisual Systems Programming

- Programming services for potential audiovisual systems, to serve as a guide for detailed design of such systems, whether included as a part of the initial contract documents or to be used in negotiations with potential suppliers.
- Hold discussions with project stakeholders and design team members (online and/or in person), to determine what system(s) are required for functional use of the spaces.
- Coordinate with the design team regarding integration of certain audiovisual design features with the architecture, including potential audiovisual display sizes and locations, equipment room(s), and loudspeakers.
- Submit a summary list of systems and budgets for use in current or future detailed design/procurement.
- For purposes of coordination during design, most coordination will be via electronic means, including meetings as required.
- One site visit is included at inception of design. One additional audiovisual programming meeting may be in person, if needed.

**Geotechnical**

- Services include 2 borings at addition, site photos, site observations, lab data, and foundation design recommendations in the final report.
- A final report will be issued within 10 days of receipt of a Notice to Proceed.

**Landscaping and Irrigation**

- Provide landscape design and drawings, specifications, and irrigation design

**Cost Estimating**

- Provide estimate of probable construction cost at 100% SD, 100% DD, and 50% CD

**ASSUMPTIONS**

- Civil improvements limited to the "Approximate limits of site work" per the attached site layout dated 3-15-23.
- Site plans beyond the "Approximate limits of site work" to be provided by others.
- Water Quality pond not needed or by others.
- Detention pond not needed or by others.
- No platting required.
- Survey with utilities, topography, easements, setbacks, hardscaping, curbs and gutters with elevations, etc. to be provided by Owner
- No TCEQ submittal or approval required
- Title Commitment information with all easements, encumbrances, etc. to be provided for the design survey.

**PROJECT SCHEDULE**

Architexas proposes to provide the following schedule for project services:

Task Order 1	Design Development	8 weeks
Task Order 2	Construction Documents	9 weeks
Task Order 3	Permit/Bidding/Construction Administration	6 months (estimated)

**COMPENSATION**

Compensation will be hourly to a maximum fee of \$288,425 plus approved reimbursable expenses. Invoices will be submitted monthly for services performed to date.

**TASK Order 1 - DESIGN DEVELOPMENT \$100,675**

**Basic Services Consultants**

Architexas (Architect)	\$59,750
AEC (Structural)	\$6,650
<u>Cleary Zimmerman (MEP)</u>	<u>\$10,325</u>
<b>TOTAL</b>	<b>\$76,725</b>

**Specialty Consultants**

Doucet (Civil Engineer)	\$8,000
BAI (Acoustical and Audiovisual Programming Services)	\$5,000
Geotechnical Solutions	\$1,000
Co'Design (Landscape/Irrigation)	\$4,700
Rob Roy Parnell, Inc. (RAS Reviewer)	\$1,750 (100% DD Review + Consultation)
<u>Vermeulens (Cost Estimating)</u>	<u>\$3,500</u>
<b>TOTAL</b>	<b>\$23,950</b>

**TASK Order 2 – CONSTRUCTION DOCUMENTS \$110,250**

**Basic Services Consultants**

Architexas (Architect)	\$74,000
AEC (Structural)	\$7,600
<u>Cleary Zimmerman (MEP)</u>	<u>\$14,750</u>
<b>TOTAL</b>	<b>\$96,350</b>

**Specialty Consultants**

Doucet (Civil Engineer)	\$9,000
Co’Design (Landscape/Irrigation)	\$2,400
Rob Roy Parnell, Inc. (RAS Reviewer)	\$0.00 (Consultation)
<u>Vermeulens (Cost Estimating)</u>	<u>\$2,500</u>
<b>TOTAL</b>	<b>\$13,900</b>

**TASK Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMIN.                    \$77,500**

**Basic Services Consultants**

Architexas (Architect)	\$46,250
AEC (Structural)	\$4,750
<u>Cleary Zimmerman (MEP)</u>	<u>\$4,425</u>
<b>TOTAL</b>	<b>\$55,425</b>

**Specialty Consultants**

Doucet (Civil Engineer)	\$10,800 (\$6,800 Permitting + \$4,000 CA)
Doucet (Site Permitting)	\$6,000
Co’Design (Landscape/Irrigation)	\$1,000
KS Permitting, LLC (Permitting)	\$1,500
<u>Rob Roy Parnell, Inc. (RAS Reviewer)</u>	<u>\$2,775 (TDLR Registration / Plan Review / Inspection Fee)</u>
<b>TOTAL</b>	<b>\$22,075</b>

**REIMBURSABLE EXPENSES**

Expenses incurred in the interest of the project are included in the compensation for professional fees and include: In-house printing, copying, postage, mileage (.655/mile) and delivery. Reimbursable expenses will be invoiced at a 1.1 multiplier and are estimated to be \$3,500. Drawing submittals and final Construction Documents will be delivered electronically.

**FUTURE ADDITIONAL AV and ACOUSTICAL CONSULTING SERVICES**

A proposal will be provided for full Audiovisual Consulting Services will be provided once a scope of services is defined after completion of the Audiovisual Systems Programming and development of a projected budget for this scope of work.

**SERVICES NOT INCLUDED IN THIS PROPOSAL**

1. Hazardous materials testing, survey, abatement, report, cost estimating or consultation
2. Professional services relating to variance requests by jurisdictional authorities
3. Preparation of Federal or State Tax Credit applications (this may be provided as an additional service)
4. Historic paint analysis (this may be provided as an additional service)
5. Security Consultant Services (Architexas will work with the City’s Security consultant and will integrate Owner consultant work into our documents and project budget)
6. Laboratory Testing
7. Furnishing selection or design
8. Financial Feasibility Studies
9. Environmental Studies
10. Providing services related to future facilities systems and equipment which are not intended to be constructed during the Construction Phase
11. Revising drawings or specifications or other documents after receiving written approvals
12. Providing services made necessary by the default of the Contractor or major Subcontractor
13. Graphic design or branding (other than code required signage, which is included)
14. Rental for vertical access equipment, if needed.
15. Engineering or documentation for LEED® or other sustainable certification programs
16. Value engineering or cost-reduction services or re- design following completion of 50% CDs
17. Services related to environmental remediation
18. Transcribing contractor’s field notes into a final CAD or BIM file for the record-drawing purposes
19. Providing A/E CAD record drawings
20. Design changes after final construction documents have been submitted

21. Multiple CD packages such as a preliminary permit set or foundation package
22. Engineering and/or economic studies of alternative systems or equipment locations
23. IT consulting services
24. Detailed cost estimating Life-cycle cost analyses

**HOURLY RATES**

Architexas and its consultants will provide the services above at the following hourly rates up to a maximum of the fees indicated in each Task Order. Additional services requested by the Owner that are not part of the scope of work described in this proposal will be billed at these same hourly rates. Additional services must be approved by the Owner in writing before Architexas will provide any additional services.

**Architexas**

Senior Principal	\$300.00 / hour
Principal	\$250.00 / hour
Project Architect	\$150.00 / hour
Intern Architect	\$100.00 / hour
Senior Historic Preservation Specialist	\$150.00 / hour
Administrative	\$75.00 / hour

**AEC**

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

**Cleary Zimmerman**

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

**Doucet**

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

**BAI**

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

**Co'Design**

Senior Principal	\$300.00 / hour
Project Architect	\$150.00 / hour
Intern Architect	\$100.00 / hour
Administrative	\$75.00 / hour

**Geotechnical Solutions** fixed fee proposal

**Vermeulens** fixed fee proposal

**KS Permitting, LLC** fixed fee proposal

**Rob Roy Parnell, Inc.** fixed fee proposal

**AGREEMENT**

If you are in agreement with this proposal, please sign below. We look forward to the opportunity of working with you and your team on this wonderful historic structure in Dripping Springs.

Authorized Representatives:

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

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

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

05.22.2023  
\_\_\_\_\_  
*Date*

## TERMS AND CONDITIONS

### Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

**Limitation of Liability:** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ARCHITEXAS and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of ARCHITEXAS or its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by ARCHITEXAS under this Agreement, or the total amount of \$288,000 whichever is less.

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

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

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

**Meaning of Terms:**

- A. ARCHITEXAS: ARCHITEXAS shall mean ARCHITEXAS and its independent professional associates or consultants.
- B. CLIENT: City of Dripping Springs



## ATTACHMENT B

### CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS

Contractor providing services for the City of Dripping Springs (City) shall, during the term of the contract with the City 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 as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**Insurance Company Qualifications:** 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 coverage shall be submitted to the City. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City prior to the date the contract is renewed or extended.

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

1. Statutory Workers Compensation insurance as required by state law.
2. Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
3. Automobile Liability with a minimum of \$500,000 per combined single limit.
4. Professional Services Professional Liability Insurance with a minimum of \$1 million per occurrence and \$1 million aggregate.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-1026083

Date Filed:  
05/25/2023

Date Acknowledged:  
06/07/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Architexas  
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ARC05062023  
Architectural Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Irsik, Larry	Austin, TX United States	X	
	Melde, Craig	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Architexas  
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ARC05062023  
Architectural Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Irsik, Larry	Austin, TX United States	X	
	Melde, Craig	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

**Architexas**

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

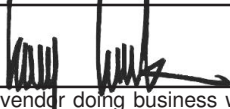
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

May 25, 2023

Date

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**AGENDA ITEM COVER SHEET**

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**SUBJECT:**

Public Hearing and Presentation on an Ordinance Levying Special Assessments for, and Apportioning the Costs of, Certain Improvements to Property in and for the Heritage Public Improvement District Improvement Area #2; Fixing a Charge and Lien against all properties within Improvement Area #2 of the District, and the Owners Thereof; Providing for the Manner and Method of Collection of Such Assessments; Providing for Penalties and Interest on Delinquent Assessments; Making a Finding of Special Benefit to Property in the District and the Real and True Owners Thereof; Approving a Service and Assessment Plan; Providing a Severability Clause; and Providing an Effective Date.

---

**ITEM SUMMARY/SPECIAL CONSIDERATIONS:**

On November 14, 2017, the Council adopted Resolution No. 2017-74 authorizing the creation of the Heritage Public Improvement District (the "PID") after a public hearing in accordance with Chapter 372, Texas Local Government Code, as amended (the "PID Act"). The PID is expected to be developed in phases, which began with an area designated as "Improvement Area #1" within the District ("Improvement Area #1"), and is continuing with the development of an area encompassing approximately 75.57 acres designated as "Improvement Area #2". The PID consists of approximately 188.943 acres. Improvement Area #2 is expected to include approximately 160 lots and the future improvement areas are expected to include approximately 277 lots and approximately 105 multifamily units. The City is authorized by the PID Act to issue revenue bonds payable from the Assessments levied within Improvement Area #2 for the purpose of paying a portion of the actual costs of the authorized improvements constructed for the benefit of property within Improvement Area #2 of the PID.

On August 20, 2024, the Council approved the form and content of the Preliminary Limited Offering Memorandum (the "PLOM") related to the City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project) (the "PID Bonds") and authorized the PLOM to be used and distributed by FMSbonds, Inc. (the "Underwriter") to investors in connection with the marketing and sale of the PID Bonds. As described in the PLOM, the PID Bonds do not carry a credit rating. Accordingly, the PLOM limits the initial offering of the PID Bonds only to "Accredited Investors" and "Qualified Institutional Buyers" under federal securities law, and the PID Bonds must be sold in minimum denominations of \$25,000 of principal amount and any integral multiple of \$1,000 in excess thereof.

Pursuant to the PID Act, the proposed "Improvement Area #2 Assessment Roll" and service and assessment plan were filed with the City Secretary and the statutory notice of the public hearing to be held by the City Council on September 17, 2024 was published on August 28, 2024, advising that the City Council would consider the levy of the proposed assessments (the "Assessments") on real property within Improvement Area #2 of the PID. The City Secretary, pursuant to the PID Act, additionally mailed notice of the public hearing to consider the proposed Improvement Area #2 Assessment Roll and the Amended and Restated Service and Assessment Plan ("SAP") and the levy of the Assessments on property within Improvement Area #2 of the District to the owners of the property liable for the Assessments.

Prior to Council's approval of the attached Assessment Ordinance, the Council will hold a public hearing to consider the levy of assessments on property within Improvement Area #2 within the PID, at which any and all persons may appear and be given the opportunity to contend for or contest the Improvement Area #2 Assessment Roll, and the proposed Assessments. If the Council finds and determines that the SAP, which includes the Improvement Area #2 Assessment Roll, should be approved and that the Assessments should be levied, the Council may close the public hearing and proceed with the adoption of the Assessment Ordinance in conformity with the PID Act.

The attached Assessment Ordinance approves the SAP (attached as Exhibit A) and adopts the SAP as the service plan and assessment plan for Improvement Area #2 and the District, includes certain findings of the Council with respect to the Improvement Area #2 Projects and the Assessments, and levies the Assessments against property

within Improvement Area #2 as shown in the SAP, all in accordance with the PID Act. The Assessment Ordinance also directs the City Secretary to file the Assessment Ordinance and SAP with the Hays County Clerk, as required under the PID Act.

The PID Bonds will be utilized to reimburse M/I Homes of Austin, LLC (the "Developer") for eligible improvements within Improvement Area #2 of the PID. The PID Bonds will never constitute an indebtedness or general obligation of the City but are special obligations of the City payable solely from the Assessments on property within Improvement Area #2 of the PID. Repayment of the PID Bonds is contingent on owners of land within Improvement Area #2 of the PID making the annual installment payments to generate assessment revenue. The City has no legal or moral obligation to repay the PID Bonds from any other source other than the pledged revenues, as set forth in the Indenture of Trust.

**COMMENTS**

The PID Bonds are currently anticipated to close on October 16, 2024.

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**ATTACHMENTS:**

Assessment Ordinance (including all attachments to be provided following pricing)

**ORDINANCE NO. 2024-\_\_**

**AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City on February 9, 2016 (the "Original Petition") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the extraterritorial jurisdiction of the City to be known as Heritage Public Improvement District (the "District" or "PID") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, an amended and restated petition was submitted and filed with the City Secretary of the City on June 29, 2017 (the "Amended and Restated Petition") pursuant to the PID Act which amended, restated and replaced the Original Petition in its entirety, and requested the creation of the District to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, the Amended and Restated Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Hays Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on November 14, 2017, after due notice, the City Council of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the Amended and Restated Petition as required by Section 372.009 of the PID Act and on November 14, 2017 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-74 (the "Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of Creation Resolution, on November 30, 2017, the City published notice of its authorization of the creation of the District in *The Dripping Springs Century News*, a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of the Creation Resolution; and

WHEREAS, the District is being developed in phases, including the development of an area encompassing approximately 75.57 acres within the District designated as "Improvement Area #2" ("Improvement Area #2"); and

WHEREAS, pursuant to the PID Act, the proposed "*Improvement Area #2 Assessment Roll*" and service and assessment plan were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the Act, the statutory notice of a public hearing to be held by the City Council on September 17, 2027 was published on August 28, 2024, advising that the City Council would consider the levy of the proposed assessments (the "Improvement Area #2 Assessments") on real property within Improvement Area #2 of the District was published in *The Wimberley View* and *The Dripping Springs Century News*, each a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #2 Assessment Roll and the Service and Assessment Plan (as defined herein) and the levy of the Improvement Area #2 Assessments on property within Improvement Area #2 of the District to the address of record at Hays Central Appraisal District, such address being the last known address of the owners of the property liable for the Improvement Area #2 Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on September 17, 2024, held a public hearing to consider the levy of the proposed Improvement Area #2 Assessments on property within Improvement Area #2 of the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #2 Assessment Roll, and the proposed Improvement Area #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #2 Assessments, the allocation of the Actual Costs (as defined in the attached Service and Assessment Plan) of the authorized improvements to be undertaken for the benefit of all property to be assessed within Improvement Area #2 of the District (the "Improvement Area #2 Authorized Improvements"), the purposes of the Improvement Area #2



Assessments, the special benefits of the Improvement Area #2 Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #2 Assessments; and

WHEREAS, the City Council finds and determines that the Heritage Public Improvement District Amended and Restated Service and Assessment Plan, which includes the Improvement Area #2 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Administrator (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Improvement Area #2 Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Improvement Area #2 Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Improvement Area #2 Authorized Improvements as described in the Service and Assessment Plan, the Improvement Area #2 Assessment Roll, or the levy of the Improvement Area #2 Assessments; and

WHEREAS, in connection with the levy of the Improvement Area #2 Assessments, concurrently herewith, the owners (the "Landowners") of the privately-owned and taxable property located within Improvement Area #2 will each execute a landowner certificate, wherein the Landowners, among other things, approve and accept this Ordinance and the Service and Assessment Plan, including the Improvement Area #2 Assessment Roll, consents to and accepts the levy of the Improvement Area #2 Assessments against their property located within the District and agree to pay the Improvement Area #2 Assessments; and

WHEREAS, the City Council closed the public hearing on September 17, 2024, and, after considering all oral, written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. The Service and Assessment Plan attached to this Ordinance as **Exhibit A** has been presented to and reviewed by the City Council and the City Council hereby approves said Service and Assessment Plan and adopts the attached Service and Assessment Plan as the service

plan and assessment plan for Improvement Area #2 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 4. The Improvement Area #2 Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the improvements that will benefit and serve all of the property within Improvement Area #2 of the District (the "Improvement Area #2 Improvements") and Improvement Area #2's allocable share of Major Improvements (as defined in the Service and Assessment Plan) (the "Improvement Area #2 Major Improvements" and, together with the Improvement Area #2 Improvements, the "Improvement Area #2 Projects") . The Improvement Area #2 Improvements benefit and serve all of the property within Improvement Area #2 of the District and are set forth in Section III of the Service and Assessment Plan.

Section 5. The City Council hereby finds and determines upon the evidence presented in reference to the property located within Improvement Area #2 of the District that: (i) the enhancement and value to accrue to Improvement Area #2 of the District and the real and true owner or owners thereof by virtue of construction of the Improvement Area #2 Projects will be equal to or in excess of the amount of the cost of the proposed Improvement Area #2 Projects; (ii) that the apportionment of the costs of the Improvement Area #2 Projects and the Improvement Area #2 Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the Improvement Area #2 Projects on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Improvement Area #2 Projects in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the Improvement Area #2 Projects and Improvement Area #2 Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #2 of the District, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the PID Act and the proceedings of the City Council. The cost of said Improvement Area #2 Projects is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit H-1 and Exhibit H-2 of the Service and Assessment Plan attached hereto.

Section 6. There shall be and is hereby levied and assessed against the property within Improvement Area #2 of the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit H-1 and Exhibit H-2 of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 7. The sums assessed against property located within Improvement Area #2 of the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which

same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Improvement Area #2 Assessment Roll attached as Exhibit H-1 and Exhibit H-2 to the Service and Assessment Plan.

Section 8. (a) The levy of the Improvement Area #2 Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the Improvement Area #2 Projects to be assessed against the property within Improvement Area #2 of the District, shall be as set forth in the Service and Assessment Plan.

(c) Improvement Area #2 Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Improvement Area #2 Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Improvement Area #2 Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Improvement Area #2 Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Improvement Area #2 Projects, including debt service on obligations issued to pay the costs of the Improvement Area #2 Projects, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 9. This Ordinance incorporates by reference all provisions and requirements of the PID Act.

Section 10. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have

passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 11. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

Section 12. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Improvement Area #2 Assessment Roll, to be filed with the Hays County Clerk, not later than the seventh day after the date the City Council adopts this ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update (or as otherwise required by the PID Act).

Section 13. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Hays County Tax Assessor-Collector is hereby appointed and designated as the collector of the Improvement Area #2 Assessments (the "Collector"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the City Council.

*[Remainder of page left blank intentionally]*

PASSED AND APPROVED on September 17, 2024.

CITY OF DRIPPING SPRINGS, TEXAS

\_\_\_\_\_  
Bill Foulds, Mayor

[CITY SEAL]

ATTEST:

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

APPROVED AS TO FORM

\_\_\_\_\_  
Laura Mueller, City Attorney

**EXHIBIT A**

**HERITAGE PUBLIC IMPROVEMENT DISTRICT  
SERVICE AND ASSESSMENT PLAN**

# Heritage Public Improvement District

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PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND  
ASSESSMENT PLAN

AUGUST 20, 2024



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## INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2024 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes.

On November 14, 2017, the City passed and approved Resolution No. 2017-74 authorizing the creation of the District. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 188.943 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On June 6, 2023, the City Council approved the 2023 Service and Assessment Plan and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within Improvement Area #1 of the District by approving the 2023 Assessment Ordinance. The 2023 Service and Assessment Plan identifies the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The City also adopted an Assessment Roll for Improvement Area #1 of the District identifying the Assessment on each Lot within Improvement Area #1 of the District, based on the method of assessment identified in the 2023 Service and Assessment Plan.

On July 2, 2024, the City approved Ordinance No. 2024-25 approving the 2024 Annual Service Plan Update which updated the Improvement Area #1 Assessment Roll for 2024.

This 2024 Amended and Restated Service and Assessment Plan serves to amend and restate the 2023 Service and Assessment Plan in its entirety for the purposes of (1) identifying the Improvement Area #2 Authorized Improvements and the estimated costs thereof; (2) levying the Improvement Area #2 Assessments; (3) issuing the Improvement Area #2 Bonds; and (4) approving the Improvement Area #2 Assessment Roll.

The PID Act requires a Service Plan that covers a period of at least five years, defines the annual indebtedness and projected cost of the Authorized Improvements and includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the form of notice is attached as **Exhibit Q**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

## SECTION I: DEFINITIONS

**“2023 Assessment Ordinance”** means Ordinance No. 2023-17, which was passed and adopted by the City Council on June 6, 2023, which approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property and the Improvement Area #1 Assessment Roll.

**“2023 Service and Assessment Plan”** means the 2023 Service and Assessment Plan adopted by the City pursuant to the 2023 Assessment Ordinance which identified the Improvement Area #1 Authorized Improvements and the estimated costs thereof, approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property, and the Improvement Area #1 Assessment Roll.

**“2024 Amended and Restated Service and Assessment Plan”** means this 2024 Amended and Restated Service and Assessment Plan.

**“2024 Annual Service Plan Update”** means the Annual Service Plan Update adopted by the City by Ordinance No. 2024-25 on July 2, 2024, which updated the Improvement Area #1 Assessment Roll for 2024.

**“2024 Assessment Ordinance”** means Ordinance No. \_\_\_\_\_ which was passed and adopted by the City Council on \_\_\_\_\_, 2024, which approved the levy of the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property and the Improvement Area #2 Assessment Roll.

**“Actual Costs”** mean, with respect to the Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded

from the amount upon which the general contractor and construction management fees are calculated.

**“Additional Interest”** means the amount collected by application of the Additional Interest Rate.

**“Additional Interest Rate”** means an additional interest rate not to exceed 0.50% that may be charged on Assessments securing PID Bonds, pursuant to Section 372.018 of the PID Act.

**“Administrative Reserves”** means the estimated first year Annual Collection Costs.

**“Administrator”** means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2024 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2024 Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**“Annual Installment”** means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to PID Bonds, if applicable.

**“Annual Service Plan Update”** means an update to this 2024 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Appraisal District”** means Hays Central Appraisal District.

**“Assessed Property”** means any Parcel within the District that benefits from an Authorized Improvement and on which an Assessment is levied.

**“Assessment”** means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment

Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on the applicable Assessment Roll.

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

**“Assessment Roll”** means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and depicted on **Exhibit N, Exhibit O, and Exhibit P**.

**“Bobwhite”** means BobWhite Investments, L.P., a Texas limited partnership.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, initial trustee fee, appraisal fees, printing costs, publication costs, City costs, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**“City”** means the City of Dripping Springs, Texas.

**“City Council”** means the governing body of the City.

**“County”** means Hays County, Texas.

**“Delinquent Collection Costs”** mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

**“Developer”** means M/I Homes of Austin, LLC, an Ohio limited liability company, and its successors and assigns.

**“District”** means the Heritage Public Improvement District containing approximately 188.943 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

**“Estimated Buildout Value”** means the estimated buildout value of an Assessed Property, assuming fully constructed horizontal and vertical improvements thereon, at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value. For the purposes of determining the allocation of Assessments between Lot Types in Future Improvement Areas, the Estimated Buildout Values shown on **Exhibit K** will not change.

**“Financing and Reimbursement Agreement”** means that certain Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement by and between the Developer and the City, dated December 20, 2022.

**“Future Improvement Areas”** means approximately 76.30 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

**“Improvement Area #1”** means approximately 37.073 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

**“Improvement Area #1 Annual Installment”** means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**“Improvement Area #1 Assessed Property”** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**“Improvement Area #1 Assessment”** means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #1 Assessment Roll”** means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the

procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

**“Improvement Area #1 Authorized Improvements”** mean the Improvement Area #1 Projects, the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #1 Bonds.

**“Improvement Area #1 Bonds”** mean those certain “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

**“Improvement Area #1 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**.

**“Improvement Area #1 Major Improvements”** means Improvement Area #1’s allocable share of the Major Improvements.

**“Improvement Area #1 Projects”** mean the Improvement Area #1 Improvements and the Improvement Area #1 Major Improvements.

**“Improvement Area #2”** means approximately 75.57 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

**“Improvement Area #2 Annual Installment”** means the annual installment payment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**“Improvement Area #2 Assessed Property”** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**“Improvement Area #2 Assessment”** means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit H-1**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

**“Improvement Area #2 Assessment Roll”** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 2024 Amended and Restated Service and Assessment



Plan as **Exhibit H-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

**“Improvement Area #2 Authorized Improvements”** mean the Improvement Area #2 Projects, and the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #2 Bonds.

**“Improvement Area #2 Bonds”** mean those certain “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)” that are secured by Improvement Area #2 Assessments.

**“Improvement Area #2 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #2, more specifically described in **Section III.C**.

**“Improvement Area #2 Initial Parcel”** means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment is levied, as shown on the Improvement Area #2 Assessment Roll.

**“Improvement Area #2 Major Improvements”** means Improvement Area #2’s allocable share of the Major Improvements.

**“Improvement Area #2 Projects”** mean the Improvement Area #2 Improvements and the Improvement Area #2 Major Improvements.

**“Indenture”** means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds, if issued.

**“Lot”** means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the

Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

**“Lot Type 1”** means a Lot within Improvement Area #1 designated as a 40’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

**“Lot Type 2”** means a Lot within Improvement Area #1 designated as a 45’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

**“Lot Type 3”** means a Lot within Improvement Area #1 designated as a 50’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

**“Lot Type 4”** means a Lot within Improvement Area #2 designated as a 35’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

**“Lot Type 5”** means a Lot within Improvement Area #2 designated as a 40’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

**“Lot Type 6”** means a Lot within Improvement Area #2 designated as a 45’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

**“Lot Type 7”** means a Lot within Improvement Area #2 designated as a 50’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

**“Major Improvements”** mean the Authorized Improvements that benefit the entire District, and are more specifically described in **Section III.A**.

**“Maximum Assessment”** means, for each Lot within Improvement Area #1 and Improvement Area #2, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown for each Lot Type on **Exhibit J**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

**“Non-Benefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

**“Owner”** means collectively the Developer, Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, and any of their respective successor and assigns.

**“Parcel(s)”** means a property within the District, identified by either a tax map identification number assigned by the Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

**“PID Act”** means Chapter 372, Texas Local Government Code, as amended.

**“PID Bonds”** mean bonds issued by the City, that are secured by Assessments, to finance the Actual Costs of the Authorized Improvements, inclusive of the Improvement Area #1 Bonds.

**“Prepayment”** means the payment of all or a portion of an Assessment before the due date of the final installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

**“Prepayment Costs”** mean interest and Annual Collection Costs incurred up to the date of Prepayment.

**“Property ID”** mean a unique number assigned to each Parcel by the Appraisal District.

**“Service Plan”** means the plan more specifically described in **Section IV** that covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

**“Trustee”** means a trustee (or successor trustee) under the applicable Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 188.943 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 595 single-family units and 105 multi-family units.

Improvement Area #1 includes approximately 37.073 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 includes 158 single-family units.

Improvement Area #2 includes approximately 75.57 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3**. Development of Improvement Area #2 is anticipated to include approximately 160 single-family units.

The Future Improvement Areas include approximately 76.30 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4**. Development of the Future Improvement Areas is anticipated to include approximately 277 single-family units and 105 multi-family units.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Developer and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Bond Issuance Costs and the Administrative Reserves are Authorized Improvements and confer a special benefit on the respective Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit N**, **Exhibit O** and **Exhibit P**.

### A. Major Improvements

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. The grading associated with collector and slip street

construction is included. The erosion control associated with collector and slip street construction and wet pond construction is included. Mobilization costs are included. The signalization of RM 12 and Roger Hanks Parkway/Brookside Street and the channelized southbound right-turn movement on RM 12 at Roger Hanks Parkway/Brookside Street will be dedicated to TxDOT.

- *Drainage*

Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

- *Trails and Landscaping*

Improvements necessary to construct the 10' hike and bike trail that runs East to West along North Roger Hanks Parkway, the 8' hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary and Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

## **B. Improvement Area #1 Improvements**

- *Roadway*

Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways. Grading and erosion control that are not associated with the wet pond or North Roger Hanks Parkway and mobilization are included.

- *Drainage*

Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Wastewater*

Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other

necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #1.

- *Landscaping*

Landscaping improvements including plantings, Improvement Area #1 Pocket Park, fencing, and secondary entry signage.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

### **C. Improvement Area #2 Improvements**

- *Roadway*

Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, mobilization, erosion control, and reinforcing steel for internal roadways.

- *Drainage*

Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Wastewater*

Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #2.

- *Landscaping*

Landscaping improvements including plantings, and Improvement Area #2 pocket park.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

### **D. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required under an applicable Indenture in connection with the

issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds, and includes a fee for underwriter's counsel.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

#### **E. Administrative Reserves**

Estimated first year Annual Collection Costs.

### **SECTION IV: SERVICE PLAN**

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The buyer disclosures are attached hereto as **Exhibit R**.

**Exhibit E** summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the Administrative Reserves and Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

### **SECTION V: ASSESSMENT PLAN**

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable

classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

#### **A. Assessment Methodology**

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated pro rata between the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, and the Future Improvement Areas based on Estimated Buildout Value, as shown on **Exhibit K**.
- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements are allocated entirely to the Improvement Area #2 Assessed Property.
- Bond Issuance Costs and Administrative Reserves shall be allocated entirely to the Assessed Property relating to the applicable PID Bonds.

#### **B. Assessments**

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**, based on Estimated Buildout Value. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H-1**, based on Estimated Buildout Value. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

#### **C. Findings of Special Benefit**

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:



- *Improvement Area #1*

1. The costs of Improvement Area #1 Authorized Improvements equal \$9,245,031 as shown on **Exhibit C**; and
2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #1 Authorized Improvements; and
3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Authorized Improvements, which equal \$7,043,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit ( $\geq$  \$9,245,031) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Authorized Improvements is greater than the amount of the Improvement Area #1 Assessments (\$7,043,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the 2023 Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner and BobWhite together owned 100% of the Improvement Area #1 Assessed Property. The Owner and BobWhite acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Authorized Improvements associated therewith. The Owner and BobWhite ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the 2023 Assessment Ordinance, (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Authorized Improvements equal \$10,780,797 as shown on **Exhibit C**; and
2. The Improvement Area #2 Initial Parcel receives special benefit from Improvement Area #2 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #2 Authorized Improvements; and
3. The Improvement Area #2 Initial Parcel will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for

Improvement Area #2 Authorized Improvements, which equal \$6,873,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H-1**; and

4. The special benefit ( $\geq \$10,780,797$ ) received by the Improvement Area #2 Initial Parcel from Improvement Area #2 Authorized Improvements is greater than the amount of the Improvement Area #2 Assessments (\$6,873,000) levied on the Improvement Area #2 Initial Parcel; and
5. At the time the City Council approved the 2024 Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Initial Parcel. The Owner acknowledged that the Improvement Area #2 Authorized Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for the Improvement Area #2 Authorized Improvements associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the 2024 Assessment Ordinance, (2) this 2024 Amended and Restated Service and Assessment Plan and the 2024 Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

#### **D. Annual Collection Costs**

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel of Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

#### **E. Additional Interest**

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## **SECTION VI: TERMS OF THE ASSESSMENTS**

### **A. Reallocation of Assessments**

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for the newly divided Assessed Property
- B = the Assessment for the Assessed Property prior to division
- C = the Estimated Buildout Value of the newly divided Assessed Property
- D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

*2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the newly subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

- A = the Assessment for the newly subdivided Lot
- B = the Assessment for the Parcel prior to subdivision
- C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
- D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property
- E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the

recorded subdivision plat. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council. A subdivision plat has already been recorded for the Improvement Area #1 Assessed Property as shown on **Exhibit L-1** and for the Improvement Area #2 Assessed Property as shown on **Exhibit L-2**.

### *3. Upon Consolidation*

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update. The Assessment for any resulting Lot or Parcel may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to Section VI.C.

## **B. True-Up of Assessments if Maximum Assessment Exceeded**

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

## **C. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-

Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

#### **D. Reduction of Assessments**

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

#### **E. Prepayment of Assessments**

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If PID Bonds are issued, interest costs from the date of Prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit Q**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised, accordingly by allocating the amount of the Prepayment pro rata to each remaining Annual Installment, or of PID Bonds were issued

secured by such Assessment, in accordance with the applicable Indenture; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

**F. Prepayment as a Result of Eminent Domain Proceeding or Taking**

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **“Taking”**), the portion of the Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2024 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall

be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds, if applicable.

#### **G. Payment of Assessment in Annual Installments**

**Exhibit G** shows the projected Improvement Area #1 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

**Exhibit I** shows the projected Improvement Area #2 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Improvement Area #1 Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025. The initial Improvement Area #2 Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

**SECTION VII: ASSESSMENT ROLL**

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

**SECTION VIII: ADDITIONAL PROVISIONS**

**A. Calculation Errors**

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive



remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended and Restated Service and Assessment Plan, the 2024 Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

#### **B. Amendments**

Amendments to this 2024 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2024 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2024 Amended and Restated Service and Assessment Plan.

#### **C. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2024 Amended and Restated Service and Assessment Plan. Interpretations of this 2024 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

#### **D. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto on **Exhibit R**.

Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this 2024 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2024 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

**E. Severability**

If any provision of this 2024 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

## LIST OF EXHIBITS

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit A-3</b>	Improvement Area #2 Legal Description
<b>Exhibit A-4</b>	Future Improvement Areas Legal Description
<b>Exhibit B-1</b>	District Boundary Map
<b>Exhibit B-2</b>	Improvement Area #1 Boundary Map
<b>Exhibit B-3</b>	Improvement Area #2 Boundary Map
<b>Exhibit B-4</b>	Future Improvement Areas Boundary Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installments
<b>Exhibit H-1</b>	Improvement Area #2 Assessment Roll
<b>Exhibit H-2</b>	Improvement Area #2 Assessment Roll by Block and Lot
<b>Exhibit I</b>	Improvement Area #2 Annual Installments
<b>Exhibit J</b>	Maximum Assessment Per Lot Type
<b>Exhibit K</b>	Estimated Buildout Value for Improvement Area #1, Improvement Area #2, and Future Improvement Areas
<b>Exhibit L-1</b>	Improvement Area #1 Final Plat
<b>Exhibit L-2</b>	Improvement Area #2 Final Plat
<b>Exhibit M</b>	Lot Type Classification Map
<b>Exhibit N</b>	Map of Major Improvements
<b>Exhibit O</b>	Map of Improvement Area #1 Improvements
<b>Exhibit P</b>	Map of Improvement Area #2 Improvements
<b>Exhibit Q</b>	Notice of PID Assessment Termination
<b>Exhibit R</b>	Homebuyer Disclosures

## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

### EXHIBIT A "Property"

#### TRACT 1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT 2:**

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

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

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

**THENCE** South 02°57'28" West, with the east line of the 152.47 acre tract, and with the west line of a 2 acre tract described in Volume 130, Page 231, and Volume 1638, Page 147 of the Official Public Records of Hays County, Texas, a distance of 174.43 feet to fence post found for the southwest corner of the 2 acre tract, being also the northwest corner of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas.

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

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

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

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

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

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

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

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

**THENCE** with the east line of Hidden Springs Ranch Section II, continuing with the said division line, crossing the 152.57 acre tract, the following five (5) courses and distances:

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

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

**TRACT 3:**

A DESCRIPTION OF 94.695 ACRES (APPROX. 4,124,910 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 94.695 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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

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

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

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

2. With a curve to the left, having a radius of 970.00 feet, a delta angle of 06°06'33", an arc length of 103.43 feet, and a chord which bears South 86°45'39" West, a distance of 103.38 feet to a 1/2" rebar with Chaparral cap set
3. South 38°42'22" West, a distance of 192.59 feet to a 1/2" rebar with Chaparral cap set.
4. South 00°43'30" West, a distance of 387.78 feet to a 1/2" rebar with Chaparral cap set in the north line of a 9.008 acre tract described in Volume 2102, Page 453 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with 3984 cap found in the north line of the 9.008 acre tract, for the southwest corner of the Doris Breed Davidson Subdivision, bears North 87°06'31" East, a distance of 205.48 feet.

**THENCE** South 87°06'31" West, with the north line of the 9.008 acre tract, continuing across Tract 1, a distance of 304.58 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

**THENCE** South 07°58'13" West, with the west line of the 9.008 acre tract, continuing across Tract 1, a distance of 1318.37 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract, being also in the north line of a 6.38 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas, for an angle point in the east line of Tract 1;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT 4:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT 5:**

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

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

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

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



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

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

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

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

**EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

**IMPROVEMENT AREA #1 (37.07 ACRES)**

BEING A 33.84 ACRE TRACT OF LAND AND BEING A PORTION OF A TRACT CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 0.05 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 0.04 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 1.47 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 1.67 ACRE PORTION OF A TRACT CALLED 2.187 ACRE TRACT DESCRIBED TO BOB WHITE INVESTMENTS, LP IN DOCUMENT NO 15003085 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION**

**IMPROVEMENT AREA #2 (75.57 ACRES)**

BEING A 18.65 ACRE TRACT OF LAND AND BEING A PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 45.22 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 3.58 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 34.25 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING 8.12 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED AS "TRACT 2" IN DEEDS RECORDED IN VOLUME 5095, PAGE 643 AND VOLUME 5095, PAGE 659, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,

**EXHIBIT A-4 – FUTURE IMPROVEMENT AREAS LEGAL DESCRIPTION**

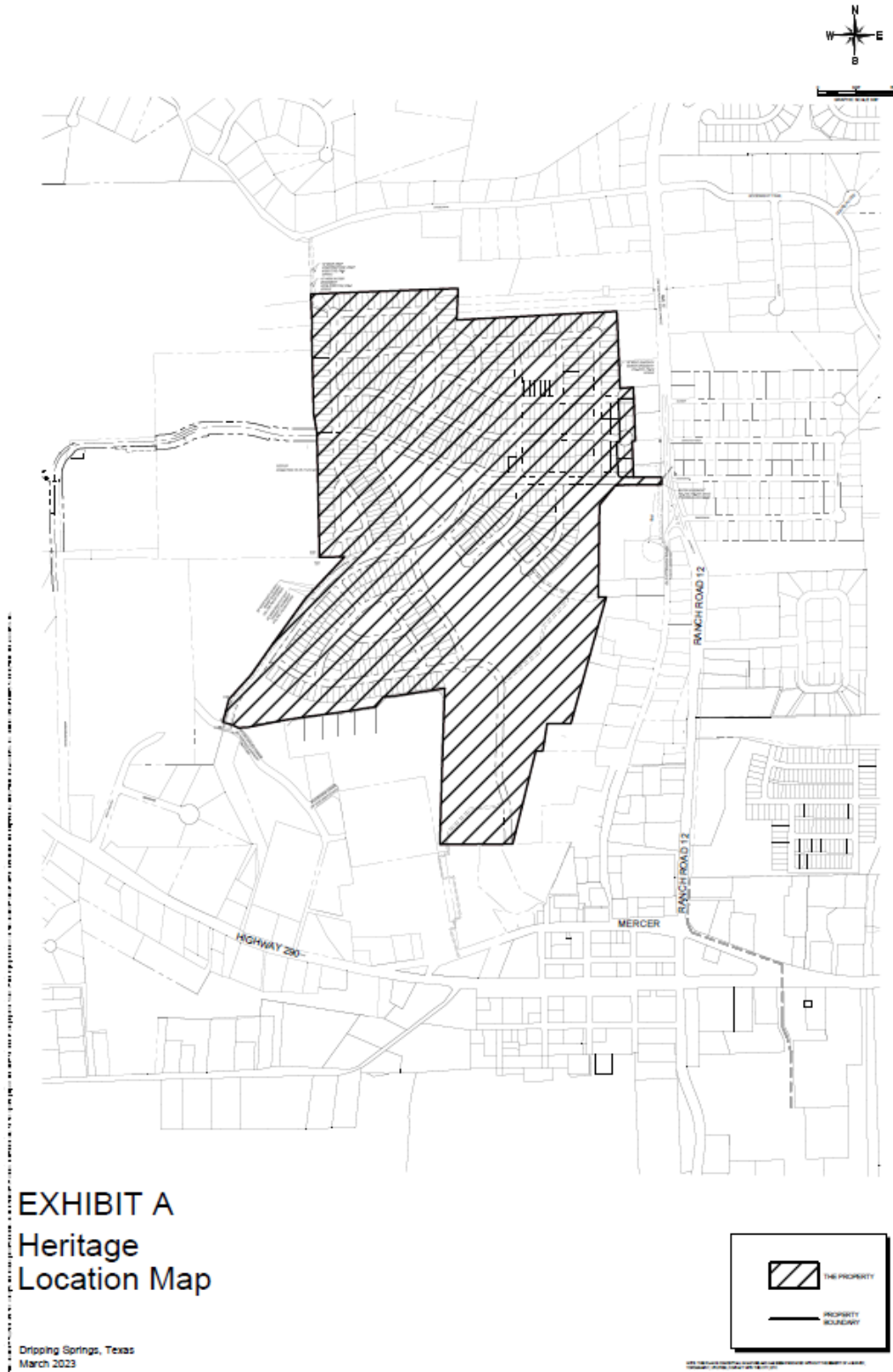
**FUTURE IMPROVEMENT AREA (76.30 ACRES)**

BEING A 29.99 ACRE PORTION OF “TRACT 2” A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

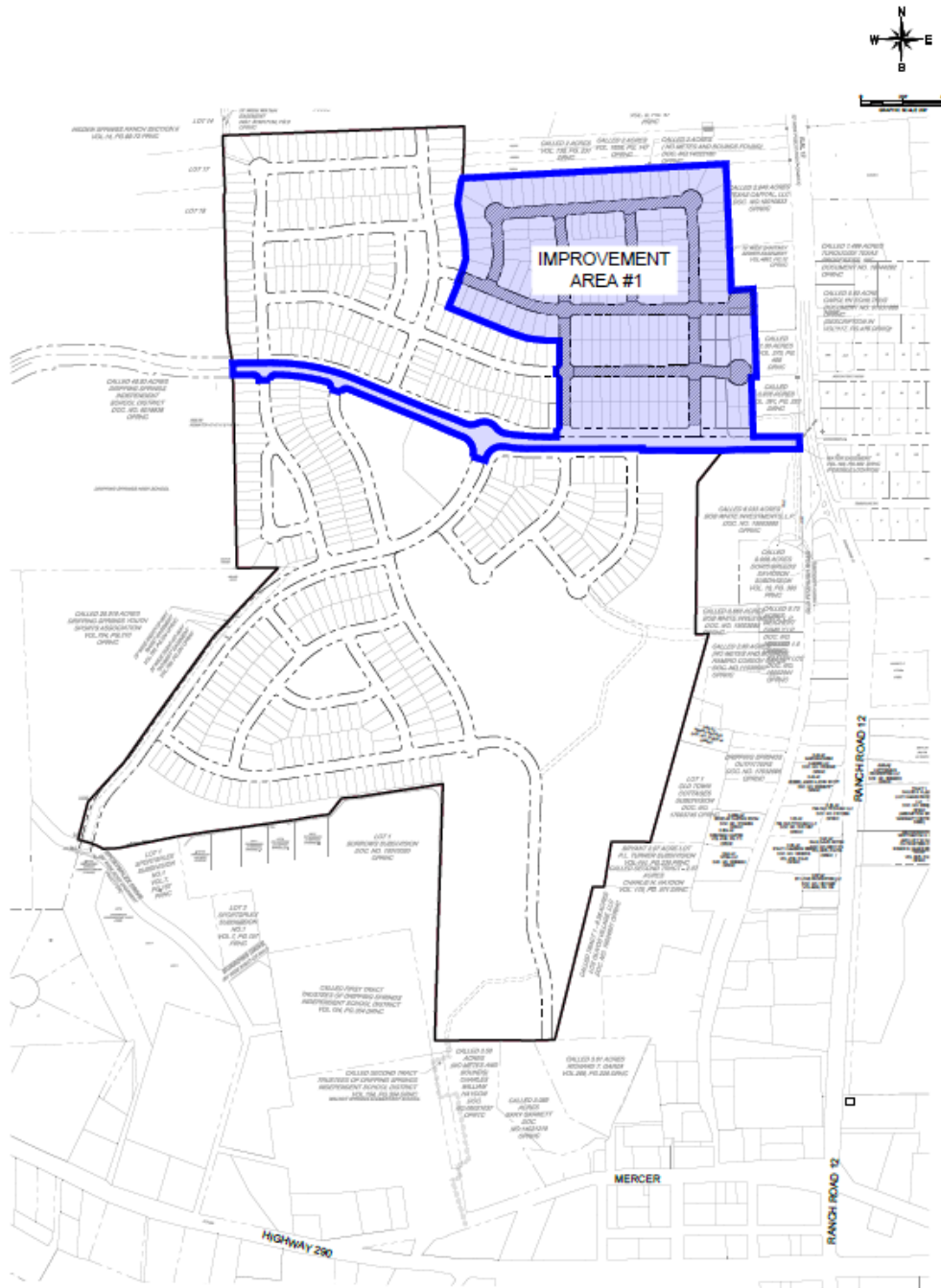
BEING A 15.64 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 30.67 ACRE PORTION OF A CALLED 34.25 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

**EXHIBIT B-1 – DISTRICT BOUNDARY MAP**



# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

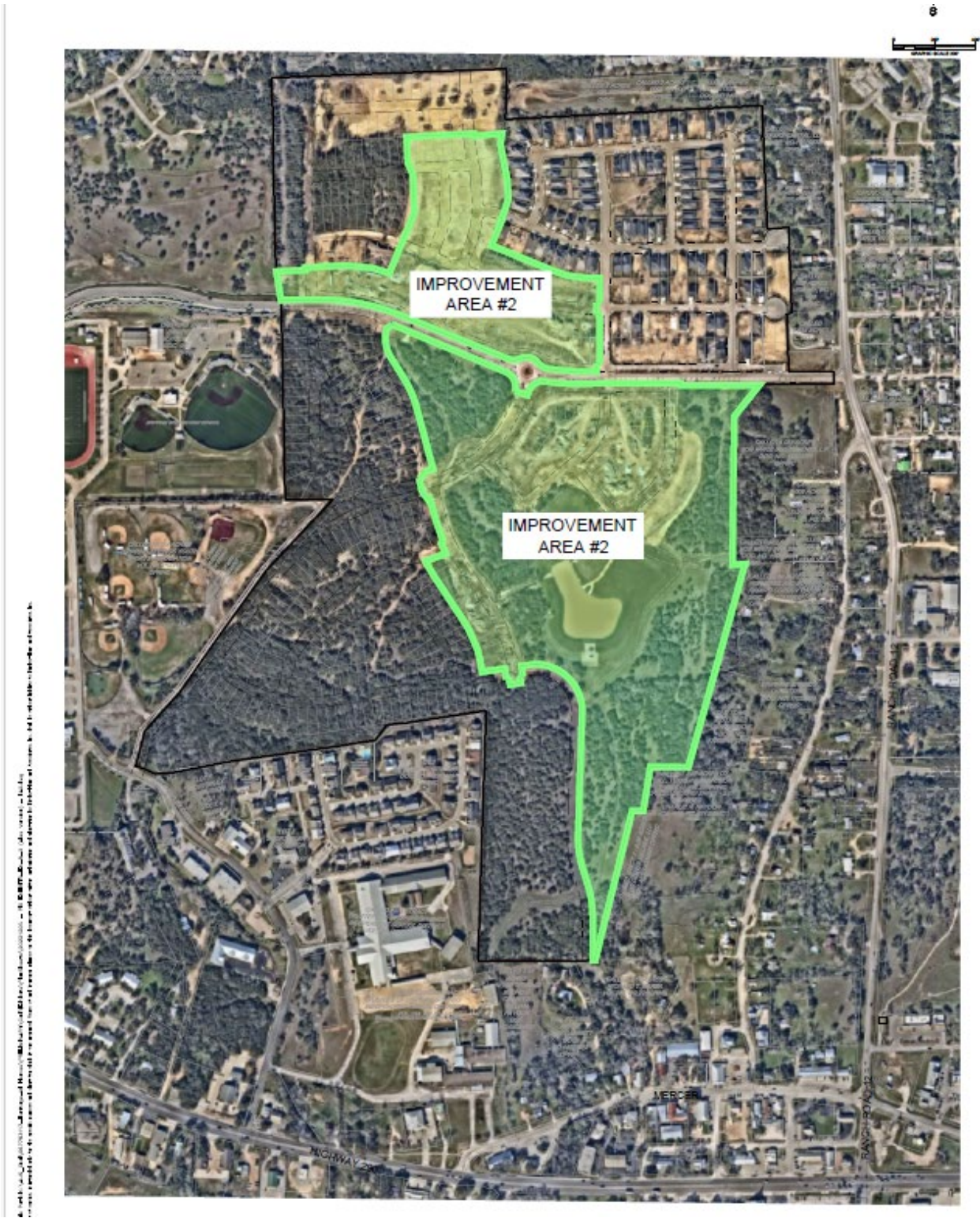


**EXHIBIT B-2**  
**Heritage PID**  
**Improvement**  
**Area #1 Map**

Dripping Spring, Texas  
 December 2022



**EXHIBIT B-3 - IMPROVEMENT AREA #2 BOUNDARY MAP**



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# EXHIBIT B-4 – FUTURE IMPROVEMENT AREAS BOUNDARY MAP

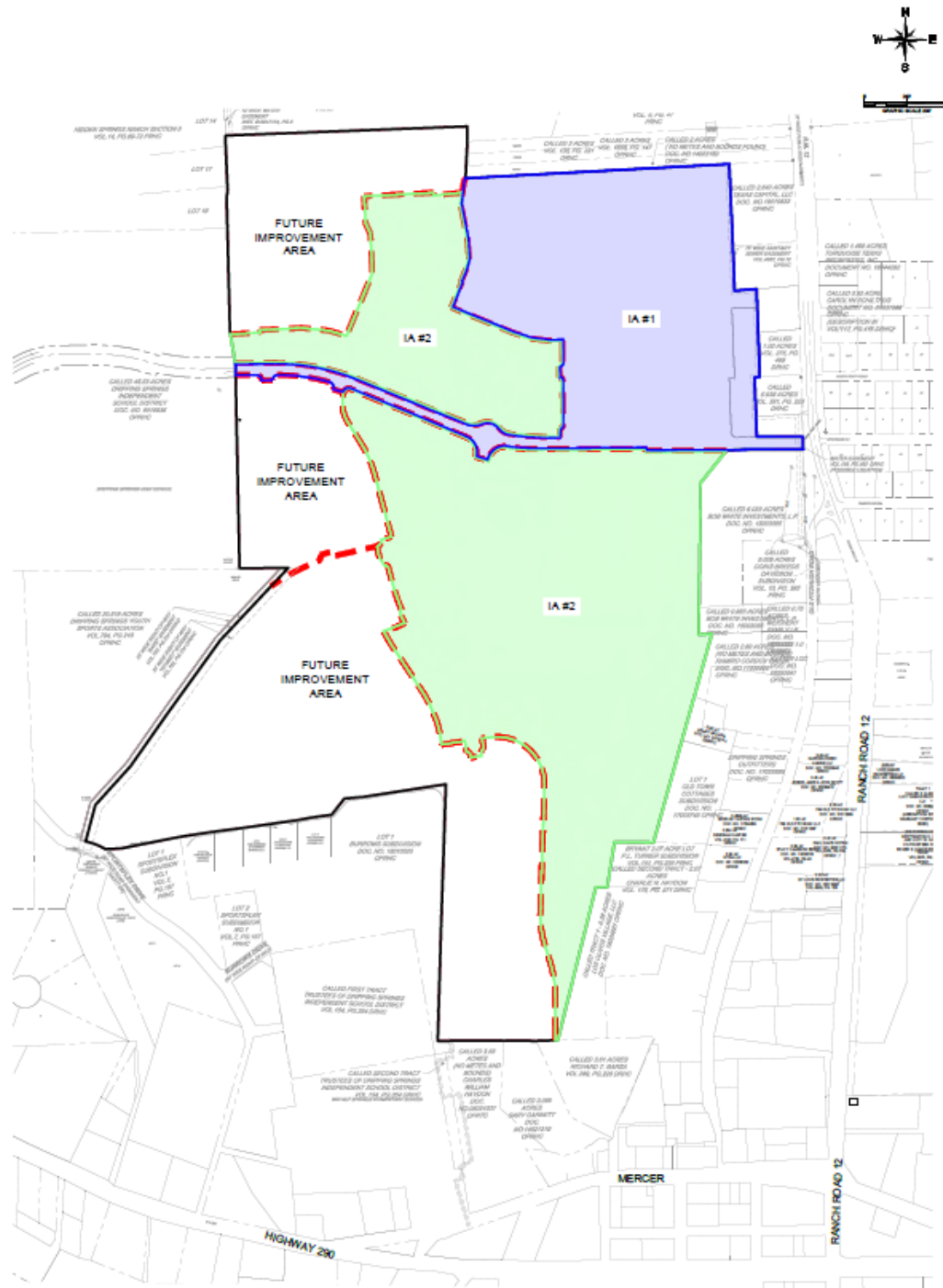
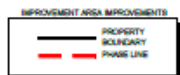


EXHIBIT B-3 Improvement Area Boundary Map  
 HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

**EXHIBIT B-3**  
 Improvement Area  
 Boundary Map





## EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]	Improvement Area #1		Improvement Area #2		Future Improvement Areas	
		%	Cost	%	Cost	%	Cost
<i>Major Improvements [b]</i>							
Roadway [c]	\$ 6,136,773	25.61%	\$ 1,571,806	24.99%	\$ 1,533,717	49.39%	\$ 3,031,250
Drainage	3,184,075	25.61%	815,534	24.99%	795,772	49.39%	1,572,769
Trails and Landscaping	482,499	25.61%	123,582	24.99%	120,587	49.39%	238,330
Soft Costs	1,568,536	25.61%	401,748	24.99%	392,012	49.39%	774,776
	<u>\$ 11,371,883</u>		<u>\$ 2,912,670</u>		<u>\$ 2,842,088</u>		<u>\$ 5,617,124</u>
<i>Improvement Area #1 Improvements</i>							
Roadway [c]	\$ 1,220,992	100.00%	\$ 1,220,992	0.00%	\$ -	0.00%	\$ -
Drainage	645,408	100.00%	645,408	0.00%	-	0.00%	-
Wastewater	1,644,140	100.00%	1,644,140	0.00%	-	0.00%	-
Landscaping	833,737	100.00%	833,737	0.00%	-	0.00%	-
Soft Costs	695,084	100.00%	695,084	0.00%	-	0.00%	-
	<u>\$ 5,039,361</u>		<u>\$ 5,039,361</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>							
Roadway [c]	\$ 1,898,122	0.00%	\$ -	100.00%	\$ 1,898,122	0.00%	\$ -
Drainage	1,604,672	0.00%	-	100.00%	1,604,672	0.00%	-
Wastewater	1,317,125	0.00%	-	100.00%	1,317,125	0.00%	-
Landscaping	624,657	0.00%	-	100.00%	624,657	0.00%	-
Soft Costs	871,132	0.00%	-	100.00%	871,132	0.00%	-
	<u>\$ 6,315,708</u>		<u>\$ -</u>		<u>\$ 6,315,708</u>		<u>\$ -</u>
<i>Bond Issuance Costs [d]</i>							
Debt Service Reserve Fund	\$ 990,194		\$ 488,465		\$ 501,729		\$ -
Capitalized Interest	351,812		-		351,812		-
Underwriter Discount	377,050		170,860		206,190		-
Cost of Issuance	1,023,647		540,378		483,269		-
Original Issue Discount	53,297		53,297		-		-
	<u>\$ 2,796,000</u>		<u>\$ 1,253,000</u>		<u>\$ 1,543,000</u>		<u>\$ -</u>
<i>Administrative Reserves [d]</i>							
First Year Annual Collection Costs	\$ 120,000		\$ 40,000		\$ 80,000		\$ -
	<u>\$ 120,000</u>		<u>\$ 40,000</u>		<u>\$ 80,000</u>		<u>\$ -</u>
<b>Total</b>	<b>\$ 25,642,952</b>		<b>\$ 9,245,031</b>		<b>\$ 10,780,797</b>		<b>\$ 5,617,124</b>

## Notes:

[a] Costs were determined by the Engineer's Report prepared by Kimley Horn dated July 25, 2024.

[b] Major Improvements are allocated between Improvement Area #1, Improvement Area #2, and the Future Improvement Areas on a pro rata basis based on Estimated Buildout Value as shown on **Exhibit K**.

[c] Includes grading, erosion control, street lights, crosswalks, traffic signs, retaining walls and mobilization.

[d] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

## EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Installments Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029	
Principal	\$ 112,000.00	\$ 116,000.00	\$ 121,000.00	\$ 126,000.00	\$ 132,000.00	
Interest	374,196.26	369,156.26	363,936.26	358,491.26	352,821.26	
Capitalized Interest	-	-	-	-	-	
(1)	\$ 486,196.26	\$ 485,156.26	\$ 484,936.26	\$ 484,491.26	\$ 484,821.26	
Annual Collection Costs	(2) \$ 40,805.00	\$ 41,621.10	\$ 42,453.52	\$ 43,302.59	\$ 44,168.64	
Additional Interest	(3) \$ 34,990.00	\$ 34,430.00	\$ 33,850.00	\$ 33,245.00	\$ 32,615.00	
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 561,991.26</b>	<b>\$ 561,207.36</b>	<b>\$ 561,239.78</b>	<b>\$ 561,038.85</b>	<b>\$ 561,604.90</b>
Improvement Area #2						
Installments Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029	
Principal	\$ -	\$ 97,000.00	\$ 103,000.00	\$ 108,000.00	\$ 115,000.00	
Interest	351,811.69	402,070.50	396,396.00	390,370.50	384,052.50	
Capitalized Interest	(351,811.69)	-	-	-	-	
	\$ -	\$ 499,070.50	\$ 499,396.00	\$ 498,370.50	\$ 499,052.50	
Annual Collection Costs	\$ -	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29	
Additional Interest	\$ -	\$ 34,365.00	\$ 33,880.00	\$ 33,365.00	\$ 32,825.00	
<b>Total Annual Installment</b>	<b>\$ -</b>	<b>\$ 574,235.50</b>	<b>\$ 574,892.00</b>	<b>\$ 574,183.82</b>	<b>\$ 575,174.79</b>	

## EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Future Improvement Areas
<b>Sources of Funds</b>			
Improvement Area #1 PID Bond Par	\$ 7,043,000	\$ -	\$ -
Improvement Area #2 PID Bond Par	-	6,873,000	-
Owner Contribution [a]	<u>2,202,031</u>	<u>3,907,797</u>	<u>5,617,124</u>
<b>Total Sources</b>	<b>\$ 9,245,031</b>	<b>\$ 10,780,797</b>	<b>\$ 5,617,124</b>
<b>Uses of Funds</b>			
Major Improvements	\$ 2,912,670	\$ 2,842,088	\$ 5,617,124
Improvement Area #1 Improvements	5,039,361	-	-
Improvement Area #2 Improvements	-	<u>6,315,708</u>	-
	<u>\$ 7,952,031</u>	<u>\$ 9,157,797</u>	<u>\$ 5,617,124</u>
<i>Bond Issuance Costs [b]</i>			
Debt Service Reserve Fund	\$ 488,465	\$ 501,729	\$ -
Capitalized Interest	-	351,812	-
Underwriter Discount	170,860	206,190	-
Cost of Issuance	540,378	483,269	-
Original Issue Discount	<u>53,297</u>	<u>-</u>	<u>-</u>
	<u>\$ 1,253,000</u>	<u>\$ 1,543,000</u>	<u>\$ -</u>
<i>Administrative Reserves [b]</i>			
First Year Annual Collection Costs	<u>\$ 40,000</u>	<u>\$ 80,000</u>	<u>\$ -</u>
	<u>\$ 40,000</u>	<u>\$ 80,000</u>	<u>\$ -</u>
<b>Total Uses</b>	<b>\$ 9,245,031</b>	<b>\$ 10,780,797</b>	<b>\$ 5,617,124</b>

[a] Represents costs expended and/or to be expended by the Developer to construct the Authorized Improvements in excess of the applicable Assessment. Not subject to reimbursement with Improvement Area #1 Bonds or Improvement Area #2 Bonds. The Owner contribution associated with the Future Improvement Areas may be partially or fully subject to reimbursement if Assessments are levied and/or PID Bonds are issued to finance those Major Improvements allocable to the

[b] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

**EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186658	Non-Benefited	\$ -	\$ -
R186659	3	\$ 47,105.55	\$ 3,784.64
R186660	3	\$ 47,105.55	\$ 3,784.64
R186661	3	\$ 47,105.55	\$ 3,784.64
R186662	3	\$ 47,105.55	\$ 3,784.64
R186663	3	\$ 47,105.55	\$ 3,784.64
R186664	3	\$ 47,105.55	\$ 3,784.64
R186665	3	\$ 47,105.55	\$ 3,784.64
R186666	3	\$ 47,105.55	\$ 3,784.64
R186667	3	\$ 47,105.55	\$ 3,784.64
R186668	3	\$ 47,105.55	\$ 3,784.64
R186669	2	\$ 43,337.10	\$ 3,481.87
R186670	3	\$ 47,105.55	\$ 3,784.64
R186671	3	\$ 47,105.55	\$ 3,784.64
R186672	2	\$ 43,337.10	\$ 3,481.87
R186673	3	\$ 47,105.55	\$ 3,784.64
R186674	3	\$ 47,105.55	\$ 3,784.64
R186675	Non-Benefited	\$ -	\$ -
R186676	3	\$ 47,105.55	\$ 3,784.64
R186677	2	\$ 43,337.10	\$ 3,481.87
R186678	2	\$ 43,337.10	\$ 3,481.87
R186679	2	\$ 43,337.10	\$ 3,481.87
R186680	2	\$ 43,337.10	\$ 3,481.87
R186681	2	\$ 43,337.10	\$ 3,481.87
R186682	2	\$ 43,337.10	\$ 3,481.87
R186683	2	\$ 43,337.10	\$ 3,481.87
R186684	2	\$ 43,337.10	\$ 3,481.87
R186685	2	\$ 43,337.10	\$ 3,481.87
R186686	3	\$ 47,105.55	\$ 3,784.64
R186687	3	\$ 47,105.55	\$ 3,784.64
R186688	2	\$ 43,337.10	\$ 3,481.87
R186689	2	\$ 43,337.10	\$ 3,481.87
R186690	2	\$ 43,337.10	\$ 3,481.87
R186691	2	\$ 43,337.10	\$ 3,481.87
R186692	2	\$ 43,337.10	\$ 3,481.87

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186693	2	\$ 43,337.10	\$ 3,481.87
R186694	2	\$ 43,337.10	\$ 3,481.87
R186695	2	\$ 43,337.10	\$ 3,481.87
R186696	2	\$ 43,337.10	\$ 3,481.87
R186697	2	\$ 43,337.10	\$ 3,481.87
R186698	2	\$ 43,337.10	\$ 3,481.87
R186699	2	\$ 43,337.10	\$ 3,481.87
R186700	2	\$ 43,337.10	\$ 3,481.87
R186701	2	\$ 43,337.10	\$ 3,481.87
R186702	2	\$ 43,337.10	\$ 3,481.87
R186703	2	\$ 43,337.10	\$ 3,481.87
R186704	2	\$ 43,337.10	\$ 3,481.87
R186705	2	\$ 43,337.10	\$ 3,481.87
R186706	2	\$ 43,337.10	\$ 3,481.87
R186707	Non-Benefited	\$ -	\$ -
R186708	3	\$ 47,105.55	\$ 3,784.64
R186709	3	\$ 47,105.55	\$ 3,784.64
R186710	3	\$ 47,105.55	\$ 3,784.64
R186711	3	\$ 47,105.55	\$ 3,784.64
R186712	3	\$ 47,105.55	\$ 3,784.64
R186713	3	\$ 47,105.55	\$ 3,784.64
R186714	3	\$ 47,105.55	\$ 3,784.64
R186715	3	\$ 47,105.55	\$ 3,784.64
R186716	3	\$ 47,105.55	\$ 3,784.64
R186717	2	\$ 43,337.10	\$ 3,481.87
R186718	2	\$ 43,337.10	\$ 3,481.87
R186719	2	\$ 43,337.10	\$ 3,481.87
R186720	2	\$ 43,337.10	\$ 3,481.87
R186721	2	\$ 43,337.10	\$ 3,481.87
R186722	2	\$ 43,337.10	\$ 3,481.87
R186723	2	\$ 43,337.10	\$ 3,481.87
R186724	2	\$ 43,337.10	\$ 3,481.87
R186725	2	\$ 43,337.10	\$ 3,481.87
R186726	2	\$ 43,337.10	\$ 3,481.87
R186727	2	\$ 43,337.10	\$ 3,481.87

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186728	2	\$ 43,337.10	\$ 3,481.87
R186729	2	\$ 43,337.10	\$ 3,481.87
R186730	2	\$ 43,337.10	\$ 3,481.87
R186731	2	\$ 43,337.10	\$ 3,481.87
R186732	2	\$ 43,337.10	\$ 3,481.87
R186733	2	\$ 43,337.10	\$ 3,481.87
R186734	2	\$ 43,337.10	\$ 3,481.87
R186735	2	\$ 43,337.10	\$ 3,481.87
R186736	2	\$ 43,337.10	\$ 3,481.87
R186737	2	\$ 43,337.10	\$ 3,481.87
R186738	2	\$ 43,337.10	\$ 3,481.87
R186739	2	\$ 43,337.10	\$ 3,481.87
R186740	2	\$ 43,337.10	\$ 3,481.87
R186741	2	\$ 43,337.10	\$ 3,481.87
R186742	2	\$ 43,337.10	\$ 3,481.87
R186743	2	\$ 43,337.10	\$ 3,481.87
R186744	2	\$ 43,337.10	\$ 3,481.87
R186745	2	\$ 43,337.10	\$ 3,481.87
R186746	2 [a]	\$ -	\$ -
R186747	2	\$ 43,337.10	\$ 3,481.87
R186748	2	\$ 43,337.10	\$ 3,481.87
R186749	2	\$ 43,337.10	\$ 3,481.87
R186750	2	\$ 43,337.10	\$ 3,481.87
R186751	2	\$ 43,337.10	\$ 3,481.87
R186752	2	\$ 43,337.10	\$ 3,481.87
R186753	2	\$ 43,337.10	\$ 3,481.87
R186754	2	\$ 43,337.10	\$ 3,481.87
R186755	2	\$ 43,337.10	\$ 3,481.87
R186756	2	\$ 43,337.10	\$ 3,481.87
R186757	2	\$ 43,337.10	\$ 3,481.87
R186758	2	\$ 43,337.10	\$ 3,481.87
R186759	2	\$ 43,337.10	\$ 3,481.87
R186760	2	\$ 43,337.10	\$ 3,481.87
R186761	2	\$ 43,337.10	\$ 3,481.87
R186762	2	\$ 43,337.10	\$ 3,481.87

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186763	2	\$ 43,337.10	\$ 3,481.87
R186764	2	\$ 43,337.10	\$ 3,481.87
R186765	2	\$ 43,337.10	\$ 3,481.87
R186766	2	\$ 43,337.10	\$ 3,481.87
R186767	2	\$ 43,337.10	\$ 3,481.87
R186768	2	\$ 43,337.10	\$ 3,481.87
R186769	2	\$ 43,337.10	\$ 3,481.87
R186770	2	\$ 43,337.10	\$ 3,481.87
R186771	2	\$ 43,337.10	\$ 3,481.87
R186772	2	\$ 43,337.10	\$ 3,481.87
R186773	2	\$ 43,337.10	\$ 3,481.87
R186774	2	\$ 43,337.10	\$ 3,481.87
R186775	2	\$ 43,337.10	\$ 3,481.87
R186776	2	\$ 43,337.10	\$ 3,481.87
R186777	2	\$ 43,337.10	\$ 3,481.87
R186778	2	\$ 43,337.10	\$ 3,481.87
R186779	2	\$ 43,337.10	\$ 3,481.87
R186780	2	\$ 43,337.10	\$ 3,481.87
R186781	2	\$ 43,337.10	\$ 3,481.87
R186782	2	\$ 43,337.10	\$ 3,481.87
R186783	1	\$ 41,452.88	\$ 3,330.48
R186784	1	\$ 41,452.88	\$ 3,330.48
R186785	1	\$ 41,452.88	\$ 3,330.48
R186786	1	\$ 41,452.88	\$ 3,330.48
R186787	1	\$ 41,452.88	\$ 3,330.48
R186788	1	\$ 41,452.88	\$ 3,330.48
R186789	Non-Benefited	\$ -	\$ -
R186790	1	\$ 41,452.88	\$ 3,330.48
R186791	1	\$ 41,452.88	\$ 3,330.48
R186792	1	\$ 41,452.88	\$ 3,330.48
R186793	1	\$ 41,452.88	\$ 3,330.48
R186794	1	\$ 41,452.88	\$ 3,330.48
R186795	1	\$ 41,452.88	\$ 3,330.48
R186796	3	\$ 47,105.55	\$ 3,784.64
R186797	3	\$ 47,105.55	\$ 3,784.64

		Improvement Area #1	
Parcel ID	Lot Type	Annual Installment	
		Outstanding Assessment	Due 1/31/2025
R186798	3	\$ 47,105.55	\$ 3,784.64
R186799	3	\$ 47,105.55	\$ 3,784.64
R186800	3	\$ 47,105.55	\$ 3,784.64
R186801	3	\$ 47,105.55	\$ 3,784.64
R186802	3	\$ 47,105.55	\$ 3,784.64
R186803	3	\$ 47,105.55	\$ 3,784.64
R186804	3	\$ 47,105.55	\$ 3,784.64
R186805	3	\$ 47,105.55	\$ 3,784.64
R186806	2	\$ 43,337.10	\$ 3,481.87
R186807	2	\$ 43,337.10	\$ 3,481.87
R186808	2	\$ 43,337.10	\$ 3,481.87
R186809	2	\$ 43,337.10	\$ 3,481.87
R186810	3	\$ 47,105.55	\$ 3,784.64
R186811	3	\$ 47,105.55	\$ 3,784.64
R186812	3	\$ 47,105.55	\$ 3,784.64
R186813	3	\$ 47,105.55	\$ 3,784.64
R186814	3	\$ 47,105.55	\$ 3,784.64
R186815	3	\$ 47,105.55	\$ 3,784.64
R186816	3	\$ 47,105.55	\$ 3,784.64
R186817	3	\$ 47,105.55	\$ 3,784.64
R186818	3	\$ 47,105.55	\$ 3,784.64
R186819	3	\$ 47,105.55	\$ 3,784.64
<b>Total</b>		<b>\$ 6,954,662.76</b>	<b>\$ 558,764.33</b>

[a] Prepaid in full.

*Note: Totals may not sum due to rounding and may not match outstanding bonds due to Prepayments for which PID Bonds have not yet been redeemed.*



## EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 112,000.00	\$ 374,196.26	\$ 40,805.00	\$ 34,990.00	\$ 561,991.26
2026	116,000.00	369,156.26	41,621.10	34,430.00	561,207.36
2027	121,000.00	363,936.26	42,453.52	33,850.00	561,239.78
2028	126,000.00	358,491.26	43,302.59	33,245.00	561,038.85
2029	132,000.00	352,821.26	44,168.64	32,615.00	561,604.90
2030	138,000.00	346,881.26	45,052.02	31,955.00	561,888.28
2031	144,000.00	340,671.26	45,953.06	31,265.00	561,889.32
2032	151,000.00	332,931.26	46,872.12	30,545.00	561,348.38
2033	159,000.00	324,815.00	47,809.56	29,790.00	561,414.56
2034	168,000.00	316,268.76	48,765.75	28,995.00	562,029.51
2035	176,000.00	307,238.76	49,741.07	28,155.00	561,134.83
2036	186,000.00	297,778.76	50,735.89	27,275.00	561,789.65
2037	196,000.00	287,781.26	51,750.61	26,345.00	561,876.87
2038	206,000.00	277,246.26	52,785.62	25,365.00	561,396.88
2039	217,000.00	266,173.76	53,841.33	24,335.00	561,350.09
2040	229,000.00	254,510.00	54,918.16	23,250.00	561,678.16
2041	241,000.00	242,201.26	56,016.52	22,105.00	561,322.78
2042	254,000.00	229,247.50	57,136.85	20,900.00	561,284.35
2043	268,000.00	215,595.00	58,279.59	19,630.00	561,504.59
2044	283,000.00	201,190.00	59,445.18	18,290.00	561,925.18
2045	298,000.00	185,625.00	60,634.08	16,875.00	561,134.08
2046	315,000.00	169,235.00	61,846.77	15,385.00	561,466.77
2047	333,000.00	151,910.00	63,083.70	13,810.00	561,803.70
2048	351,000.00	133,595.00	64,345.37	12,145.00	561,085.37
2049	371,000.00	114,290.00	65,632.28	10,390.00	561,312.28
2050	392,000.00	93,885.00	66,944.93	8,535.00	561,364.93
2051	414,000.00	72,325.00	68,283.83	6,575.00	561,183.83
2052	438,000.00	49,555.00	69,649.50	4,505.00	561,709.50
2053	463,000.00	25,465.00	71,042.49	2,315.00	561,822.49
<b>Total</b>	<b>\$ 6,998,000.00</b>	<b>\$ 7,055,016.40</b>	<b>\$ 1,582,917.13</b>	<b>\$ 647,865.00</b>	<b>\$ 16,283,798.53</b>

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT H-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL**

Parcel ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment Due 1/31/2025
R17781	Improvement Area #2 Initial Parcel	\$ 339,769.33	\$ -
R92198	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92197	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92195	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92188	Improvement Area #2 Initial Parcel	\$ 2,101,614.70	\$ -
R92194	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R17780	Improvement Area #2 Initial Parcel	\$ 3,561,697.52	\$ -
R17799	Improvement Area #2 Initial Parcel	\$ 351,054.62	\$ -
<b>Total</b>		<b>\$ 6,873,000.00</b>	<b>\$ -</b>

[a] Until a plat has been recorded within the Improvement Area #2 Initial Parcel, the Improvement Area #2 Annual Installment will be allocated to each Property ID within the Improvement Area #2 Initial Parcel based on the Appraisal District acreage for billing purposes only.

*Note: Totals may not sum due to rounding.*

**EXHIBIT H-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL BY BLOCK AND LOT**

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 43	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 44	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 45	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 46	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 47	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 48	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 23	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 24	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 25	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 26	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 1	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 2	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 3	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 20	6	\$ 43,620.03	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 23	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 24	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 1	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 1	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 2	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 3	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 4	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 5	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 6	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 7	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 8	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 9	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 10	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 11	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 12	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 21	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 22	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 23	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 24	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 25	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 26	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 27	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 28	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 29	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 30	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 31	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 32	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 33	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 34	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 35	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 1	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 2	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 3	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 4	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 5	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 6	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 7	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 8	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 9	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 10	5	\$ 41,723.51	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 11	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 12	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 21	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 22	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 23	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 24	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 25	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 1	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 2	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 3	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 4	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 5	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 6	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 7	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 8	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 1	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 2	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 3	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 4	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 5	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 6	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 7	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 8	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 13	6	\$ 43,620.03	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 14	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 21	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 22	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 23	7	\$ 47,413.08	\$ -
<b>Total</b>			<b>\$ 6,873,000.00</b>	<b>\$ -</b>

[a] Plat was recorded on March 13, 2024. Property IDs have not been assigned by the Appraisal District.

Note: Totals may not sum due to rounding.

## EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 351,811.69	\$ -	\$ -	\$ (351,811.69)	\$ -
2026	97,000.00	402,070.50	40,800.00	34,365.00	-	574,235.50
2027	103,000.00	396,396.00	41,616.00	33,880.00	-	574,892.00
2028	108,000.00	390,370.50	42,448.32	33,365.00	-	574,183.82
2029	115,000.00	384,052.50	43,297.29	32,825.00	-	575,174.79
2030	121,000.00	377,325.00	44,163.23	32,250.00	-	574,738.23
2031	128,000.00	370,246.50	45,046.50	31,645.00	-	574,938.00
2032	135,000.00	362,758.50	45,947.43	31,005.00	-	574,710.93
2033	143,000.00	354,861.00	46,866.38	30,330.00	-	575,057.38
2034	151,000.00	346,495.50	47,803.70	29,615.00	-	574,914.20
2035	159,000.00	337,662.00	48,759.78	28,860.00	-	574,281.78
2036	168,000.00	328,360.50	49,734.97	28,065.00	-	574,160.47
2037	178,000.00	318,532.50	50,729.67	27,225.00	-	574,487.17
2038	188,000.00	308,119.50	51,744.27	26,335.00	-	574,198.77
2039	199,000.00	297,121.50	52,779.15	25,395.00	-	574,295.65
2040	211,000.00	285,480.00	53,834.73	24,400.00	-	574,714.73
2041	223,000.00	273,136.50	54,911.43	23,345.00	-	574,392.93
2042	236,000.00	260,091.00	56,009.66	22,230.00	-	574,330.66
2043	250,000.00	246,285.00	57,129.85	21,050.00	-	574,464.85
2044	265,000.00	231,660.00	58,272.45	19,800.00	-	574,732.45
2045	281,000.00	216,157.50	59,437.90	18,475.00	-	575,070.40
2046	297,000.00	199,719.00	60,626.65	17,070.00	-	574,415.65
2047	315,000.00	182,344.50	61,839.19	15,585.00	-	574,768.69
2048	334,000.00	163,917.00	63,075.97	14,010.00	-	575,002.97
2049	354,000.00	144,378.00	64,337.49	12,340.00	-	575,055.49
2050	375,000.00	123,669.00	65,624.24	10,570.00	-	574,863.24
2051	397,000.00	101,731.50	66,936.72	8,695.00	-	574,363.22
2052	421,000.00	78,507.00	68,275.46	6,710.00	-	574,492.46
2053	447,000.00	53,878.50	69,640.97	4,605.00	-	575,124.47
2054	474,000.00	27,729.00	71,033.79	2,370.00	-	575,132.79
<b>Total</b>	<b>\$ 6,873,000.00</b>	<b>\$ 7,914,867.19</b>	<b>\$ 1,582,723.17</b>	<b>\$ 646,415.00</b>	<b>\$ (351,811.69)</b>	<b>\$ 16,665,193.67</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT J – MAXIMUM ASSESSMENT PER LOT TYPE**

Lot Type	Units	Total Assessment	Maximum Assessment per Lot Type
<b>Improvement Area #1</b>			
1	12	\$ 497,434.57	\$41,452.88 per Unit
2	100	\$ 4,333,710.29	\$43,337.10 per Unit
3	46	\$ 2,166,855.14	\$47,105.55 per Unit
<b>Total</b>		<b>\$ 6,998,000.00</b>	
<b>Improvement Area #2</b>			
4	6	\$ 238,961.92	\$39,826.99 per Unit
5	68	\$ 2,837,198.68	\$41,723.51 per Unit
6	74	\$ 3,227,882.45	\$43,620.03 per Unit
7	12	\$ 568,956.95	\$47,413.08 per Unit
<b>Total</b>		<b>\$ 6,873,000.00</b>	



**EXHIBIT K – ESTIMATED BUILDOUT VALUE FOR IMPROVEMENT AREA #1, IMPROVEMENT AREA #2 AND FUTURE IMPROVEMENT AREAS**

	Units		Estimated Buildout Value Per Unit [a]	Estimated Buildout Value	% of Estimated Buildout Value
<b><i>Improvement Area #1</i></b>					
35'	12	lots	\$ 440,000	\$ 5,280,000	
40'	100	lots	\$ 460,000	\$ 46,000,000	
45'	46	lots	\$ 500,000	\$ 23,000,000	
				<b>\$ 74,280,000</b>	<b>25.61%</b>
<b><i>Improvement Area #2</i></b>					
35'	6	lots	\$ 420,000	\$ 2,520,000	
40'	68	lots	\$ 440,000	\$ 29,920,000	
45'	74	lots	\$ 460,000	\$ 34,040,000	
50'	12	lots	\$ 500,000	\$ 6,000,000	
				<b>\$ 72,480,000</b>	<b>24.99%</b>
<b><i>Future Improvement Areas</i></b>					
35'	45	lots	\$ 420,000	\$ 18,900,000	
40'	34	lots	\$ 440,000	\$ 14,960,000	
45'	134	lots	\$ 460,000	\$ 61,640,000	
50'	64	lots	\$ 500,000	\$ 32,000,000	
Multi-Family	105	lots	\$ 150,000	\$ 15,750,000	
				<b>\$ 143,250,000</b>	<b>49.39%</b>
				<b>\$ 290,010,000</b>	

[a] For the purposes of determining the allocation of Assessments between Lot Types in Future Improvement Areas, the Estimated Buildout Values shown above will not change.

# EXHIBIT L-1 – IMPROVEMENT AREA #1 FINAL PLAT

**VICINITY MAP** NOT TO SCALE

**LEGEND**

- RF 1/2" IRON ROD FOUND
- RFPC 1/2" IRON ROD W/PLASTIC CAP FOUND
- RFSG 1/2" IRON ROD W/PLASTIC CAP STAMPED 'NEW' SET IN HOLE FOUND
- RFNA SET
- RFB BRASS TIGHT DISK FOUND
- CMF CONCRETE MONUMENT FOUND
- R/W RIGHT-OF-WAY
- N/CB NEW CITY BLOCK
- V/L VOLUME
- P/L PAGE
- OFFHC OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DRHC DEED RECORDS OF HAYS COUNTY, TEXAS
- H— HIGHT OF WAY CENTERLINE

**GENERAL NOTES**

- THIS DEVELOPMENT IS SUBJECT TO THE HERITAGE DEVELOPMENT AGREEMENT, APPROVED BY CITY COUNCIL, OCTOBER 17, 2017 (EXECUTED NOVEMBER 10, 2017) AND RECORDED ON MAY 7, 2021 IN COUNTY DOCUMENT NO. 21023084 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS.
- ZONING OF THIS DEVELOPMENT IS GOVERNED BY THE CITY OF DRIPPING SPRINGS PID #1.
- THIS DEVELOPMENT IS BLOCKED WITHIN THE CONTRIBUTION ZONE OF THE EDWARDS AQUIFER AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE EDWARDS AQUIFER PROTECTION PROGRAM OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
- DEVELOPMENT DESIGN STANDARDS PER THE HERITAGE DEVELOPMENT AGREEMENT OR THE CITY OF DRIPPING SPRINGS AS APPLICABLE.
- UTILITIES WILL BE PROVIDED BY THE FOLLOWING:
  - WATER: DRIPPING SPRINGS WATER SUPPLY CORPORATION
  - WASTEWATER: CITY OF DRIPPING SPRINGS
  - ELECTRIC: PROGRAM 1615 ELECTRIC COMPANY
- (ALL) NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
- ALL ELECTRIC, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PROTECTIVELY PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT IN ANY OTHER THAN A RIGHT-OF-WAY.
- ALL PROPOSED COLLECTOR AND LOCAL STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 9" OR 6" WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
- OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS (EXCLUDING PUBLIC PARK LANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
- ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THOSE LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- THE LIMITS OF THE 100-YR STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- ALL EXISTING BUILDINGS, DRIVEWAYS, ROADS, ETC. WILL BE REMOVED, EXCEPT AS NOTED.
- A 15-FT PUBLIC UTILITY EASEMENT ADJACENT TO ALL PUBLIC STREETS IS HEREBY DEDICATED.
- THE PROPOSED DEVELOPMENT SHALL DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS ESTABLISHED IN THE 2012 INTERNATIONAL FIRE CODE AND LOCAL ORDINANCES.
- STREET TREES SHALL BE PLANTED IN EACH LOT PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY PER THE QUANTITY, SIZE AND LOCATION REQUIREMENTS OF PID NO. 5 EXHIBIT G.

**FINAL PLAT OF HERITAGE- DRIPPING SPRINGS- PHASE I**

BEING A TOTAL OF 37.073 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND CONTAINING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO MI HOMES OF AUSTIN, LLC, AND TRI POINT HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023196, ALSO CONTAINING A PORTION OF THAT CERTAIN 2.187 ACRE TRACT CONVEYED TO BOBWHITE INVESTMENTS, LP, IN DOCUMENT NO. 15003085, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**Kimley»Horn**

1014 N. Bellville Road, Suite 101, Dripping Springs, Texas 78620  
 Phone: 512.433.4171 | Fax: 512.433.4171  
 Email: info@kimleyhorn.com | Website: www.kimleyhorn.com

DESIGNED BY	CHECKED BY	DATE OF DESIGN	PROJECT NO.
SAI	JAM	04-13-2022	00770116

**APPROVED BY THE CITY OF DRIPPING SPRINGS, TEXAS**

APPROVED THIS 23rd day of April, 2022, A.D. 2022, by *[Signature]* CHAIR OF PLANNING AND ZONING COMMISSION

**APPROVED BY THE COUNTY CLERK OF HAYS COUNTY, TEXAS**

ELAIN HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23rd day of April, A.D. 2022, AT 11:26 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN C/FN 22c33539

*[Signature]*  
 ELAIN HANSON CARDENAS, MPA, PH.D.  
 COUNTY CLERK  
 HAYS COUNTY, TEXAS

**ENGINEERING AND PUBLIC WORKS DEPARTMENT**

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO INCLUDING WATER SUPPLY AND DRAINAGE WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE CITY OF DRIPPING SPRINGS TO QUESTION THE RELIABLE CONCERNING DRINKING WATER AVAILABILITY. BARRIAGE COLLECTION IS ENCOURAGED AND, IN SOME AREAS, OFFER THE BEST FEASIBLE WATER RESOURCES.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER TREATMENT WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF DRIPPING SPRINGS.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGUN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

*[Signature]* 6-23-22  
 DAVID GARNER  
 CITY ENGINEER

**INDEX MAP** NOT TO SCALE

**TYPICAL SETBACK DETAIL** NOT TO SCALE

**LEGAL OPPOSED SUBSEDER COUNTY - EDWARDS SUBDIVISION OF HAYS COUNTY, TEXAS**

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *[Signature]* AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ADMONISHED TO BE TRUE BY EXECUTING THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

DATED THIS 5th day of May, A.D. 2022

*[Signature]*  
 NOTARY PUBLIC, HAYS COUNTY, TEXAS

**LEGAL OPPOSED SUBSEDER COUNTY - EDWARDS SUBDIVISION OF HAYS COUNTY, TEXAS**

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *[Signature]* AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ADMONISHED TO BE TRUE BY EXECUTING THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

DATED THIS 6th day of June, A.D. 2022

*[Signature]*  
 NOTARY PUBLIC, HAYS COUNTY, TEXAS

**LEGAL OPPOSED SUBSEDER COUNTY - EDWARDS SUBDIVISION OF HAYS COUNTY, TEXAS**

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *[Signature]* AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ADMONISHED TO BE TRUE BY EXECUTING THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

DATED THIS 5-12-2022

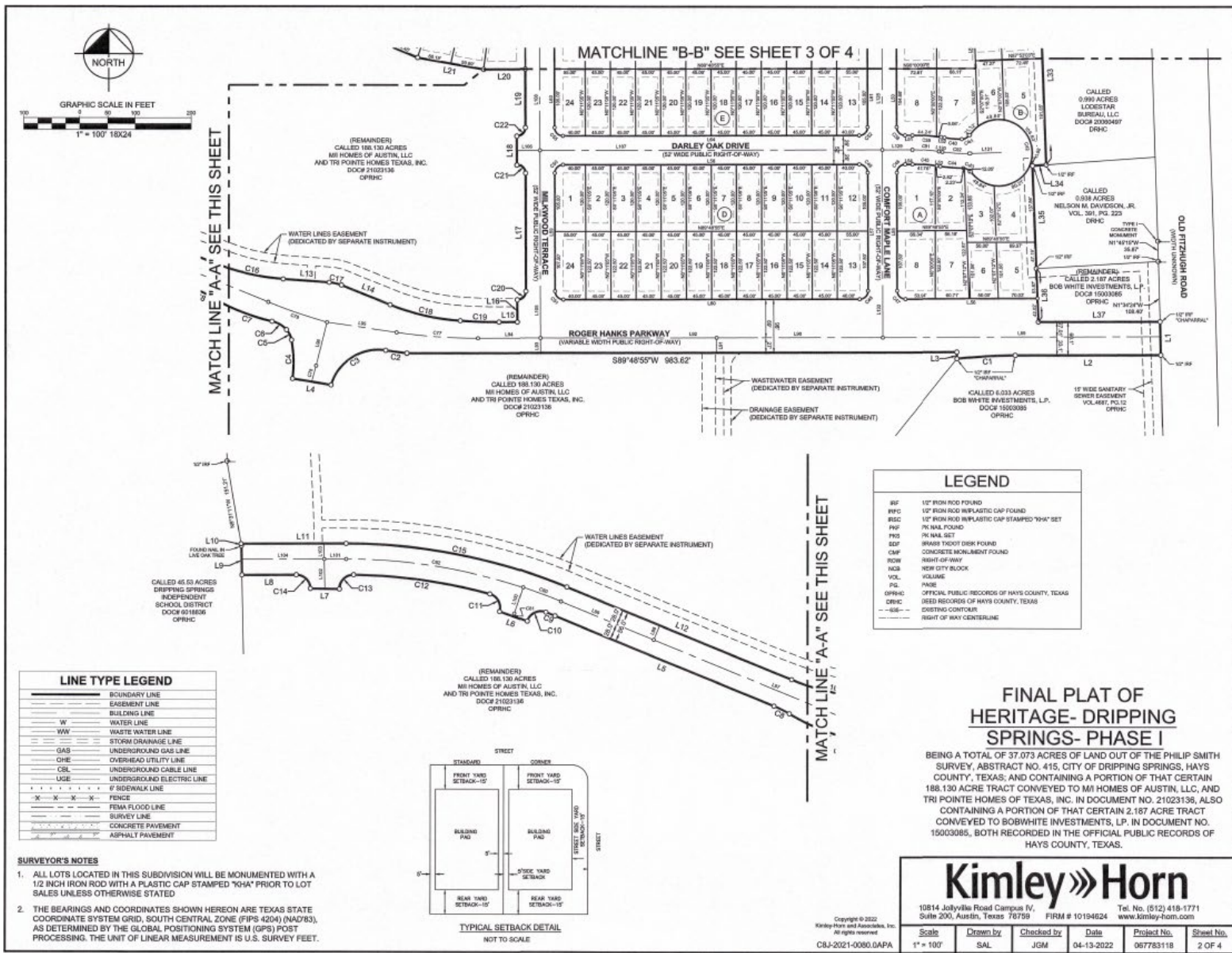
*[Signature]*  
 STATE NOTARY PUBLIC  
 TEXAS REGISTRATION NO. 0330  
 MY COMMISSION EXPIRES 08-09-2028  
 NOTARY ID: 123456789

**LEGAL OPPOSED SUBSEDER COUNTY - EDWARDS SUBDIVISION OF HAYS COUNTY, TEXAS**

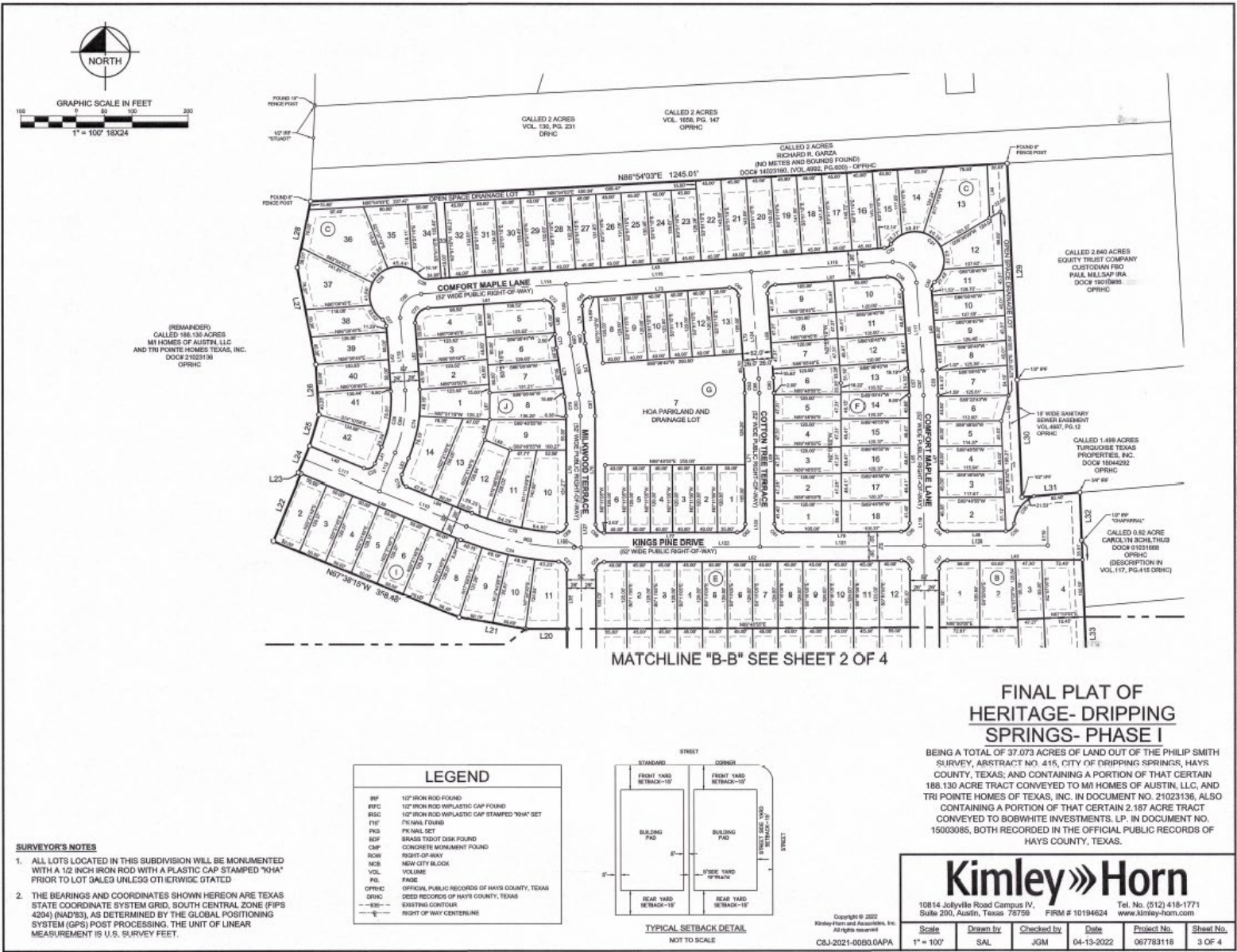
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *[Signature]* AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ADMONISHED TO BE TRUE BY EXECUTING THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

DATED THIS 5-11-2022

*[Signature]*  
 STATE NOTARY PUBLIC  
 TEXAS REGISTRATION NO. 130704  
 MY COMMISSION EXPIRES 08-09-2028  
 NOTARY ID: 123456789



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



# EXHIBIT L-2 IMPROVEMENT AREA #2 FINAL PLAT

**VICINITY MAP** NOT TO SCALE

**LEGEND**

- 1" = 10' FROM ROD FOUND
- 1" = 10' FROM ROD W/PLASTIC CAP FOUND
- 1" = 10' FROM ROD W/PLASTIC CAP STAMPED "MAY 2017"
- 1" = 10' FROM P.N.A. FOUND
- 1" = 10' FROM PIPE FOUND
- 1" = 10' RIGHT-OF-WAY
- 1" = 10' VOLUME
- 1" = 10' PAUSE
- 1" = 10' OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- 1" = 10' DEED RECORD OF HAYS COUNTY, TEXAS
- 1" = 10' WATER QUALITY BUFFER ZONE
- 1" = 10' RIGHT OF WAY CENTERLINE

**GENERAL NOTES**

- THIS DEVELOPMENT IS SUBJECT TO THE HERITAGE DEVELOPMENT AGREEMENT, APPROVED BY CITY COUNCIL OCTOBER 17, 2017 EXECUTED MAY 3, 2021 AND RECORDED IN DEED NO. 21023136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS.
- ZONING OF THIS DEVELOPMENT IS GOVERNED BY THE CITY OF DRIPPING SPRINGS PDZ.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CONTIGUOUS ZONE OF THE EDWARDS AQUIFER AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE EDWARDS AQUIFER PROTECTION PROGRAM OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
- DEVELOPMENT DESIGN STANDARDS PER THE HERITAGE DEVELOPMENT AGREEMENT OR THE CITY OF DRIPPING SPRINGS AS APPLICABLE.
- UTILITIES WILL BE PROVIDED BY THE FOLLOWING:
  - WATER: DRIPPING SPRINGS WATER SUPPLY CORPORATION
  - WASTEWATER: CITY OF DRIPPING SPRINGS
  - ELECTRIC: FIDELITY ELECTRIC COMPANY
- ALL NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
- ALL ELECTRIC, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMP LINES, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBURBAN AREAS SHALL BE TWO FOOTED ON PAVED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT-OF-WAY.
- ALL PROPOSED COLLECTOR AND LOCAL STREETS WITHIN THIS SUBDIVISION SHALL HAVE A 4" THICK CONCRETE SEWER/PAVEMENT APPLICABLE CONCRETE SIDEWALK OR IF FINAL, CONSISTENT WITH THE VARIANCES AND ROADWAY SECTIONS SET FORTH IN PDZ NO. 5.
- OWNERSHIP AND MAINTENANCE OF ALL NON-RESIDENTIAL FAMILY LOTS (EXCLUDING PUBLIC PARK LANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNER ASSOCIATION.
- ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THESE LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- THE LIMITS OF THE 36" X 6" STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO ORANGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- ALL EXISTING SEWERLINES, GROWWAYS, ROADS, ETC. WILL BE REMOVED, EXCEPT AS NOTED.
- A UTILITY EASEMENT ADJACENT TO ALL PUBLIC STREETS IS HEREBY DESIGNATED, BUT ONLY WITHIN THE BOUNDARY OF THIS PLAT AS SHOWN.
- THE PROPOSED DEVELOPMENT SHALL DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS ESTABLISHED IN THE 2012 INTERNATIONAL PIPE CODE AND LOCAL ORDINANCES.
- SETBACK TRENCHES SHALL BE PLACED IN EACH LOT PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE QUANTITY, SIZE AND LOCATION REQUIREMENTS OF (PDZ NO. 5 SUBSET G).

**FINAL PLAT OF HERITAGE- DRIPPING SPRINGS- PHASE 2**  
BEING A TOTAL OF 75.573 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO MI HOMES OF AUSTIN, LLC, AND TRI POINT HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**Kimley Horn**

19101 Houston Plaza, Suite 400  
San Antonio, Texas 78210  
Tel No. (214) 541-4100  
Fax No. (214) 541-4100  
www.kimleyhorn.com

PROJECT NO. 19101-001  
DRAWN BY: SAL  
CHECKED BY: JAM  
DATE PREPARED: 3/15/2024  
PROJECT NO. 19101-001

**CITY SIGN OFF**  
STATE OF TEXAS  
CITY OF DRIPPING SPRINGS, TEXAS  
HAYS COUNTY, TEXAS

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.

APPROVED THIS 2nd DAY OF April 2024  
By: *Andria Hagan*  
MAYOR, CITY OF DRIPPING SPRINGS

REV. AUSTIN  
CITY ENGINEER

STATE OF TEXAS  
COUNTY OF HAYS

I, CLAUDE HANCOCK CARDEW, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FURNISHING AND PAYMENT OF WRITING WITHIN THIS CERTIFICATE OF AUTHENTICITY HAS BEEN FILED FOR RECORD IN MY OFFICE ON THE 4th DAY OF April A.D. 2024.

CLAUDE HANCOCK CARDEW, CLERK  
HAYS COUNTY, TEXAS

**ENGINEER AND PUBLIC WORKS DEPARTMENT**

NO STRUCK: WHEN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED WATER SUPPLY OR A STATE APPROVED COMBINATION WATER SYSTEM (DUE TO DECLINING WATER SUPPLIES AND CHANGING WATER QUALITY) PROPERLY THE PROPERTY OWNERS ARE CAUTIONED BY THE CITY OF DRIPPING SPRINGS TO QUESTION THE BELIEF CONCERNING GROUND WATER AVAILABILITY. BARRIERS COLLECTION IS ENCOURAGED AND, IN SOME AREAS, OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCK: IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN REVIEWED AND APPROVED BY THE CITY OF DRIPPING SPRINGS.

NO CONNECTION OR OTHER DEVELOPMENT WITHIN THE SUBDIVISION MAY BE MADE UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

CHAD GILBERT  
CITY ENGINEER  
DATE: 4-2-2024

**Kimley Horn**

19101 Houston Plaza, Suite 400  
San Antonio, Texas 78210  
Tel No. (214) 541-4100  
Fax No. (214) 541-4100  
www.kimleyhorn.com

Scale: 1" = 400'  
Drawn by: SAL  
Checked by: JAM  
Date: 3/15/2024  
Project No.: 19101-001

**INDEX MAP**  
SEE TITLE LINE "A-A" SEE SHEET 3 OF 5

**SHEET 2**  
**SHEET 3**  
**SHEET 4**

**TYPICAL SETBACK DETAIL RESIDENTIAL LOT**

NOT TO SCALE

HERITAGE- DRIPPING SPRINGS- PHASE 2  
BEING A TOTAL OF 75.573 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO MI HOMES OF AUSTIN, LLC, AND TRI POINT HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**STATE OF TEXAS**  
COUNTY OF HAYS

I HEREBY CERTIFY THAT THE ABOVE PLAT COMFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY KIMLEY HORN & ASSOCIATES, INC.

*John G. Mosier* 3-15-2024  
JOHN G. MOSIER  
PROFESSIONAL LAND SURVEYOR  
No. 6330  
10011 REDBURN PLACE, SUITE 400  
SAN ANTONIO, TEXAS 78218

**STATE OF TEXAS**  
COUNTY OF WILLAMSON

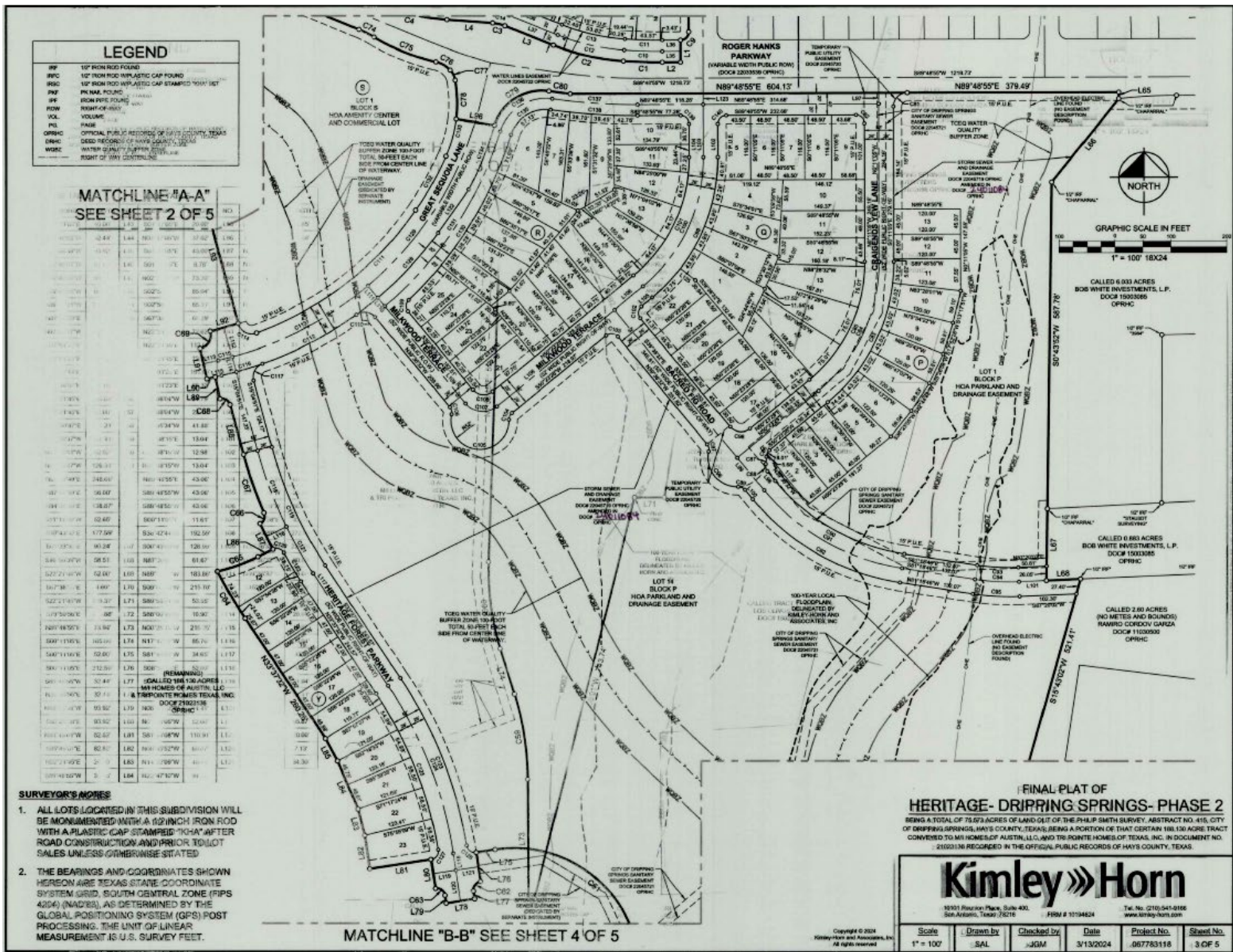
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND TRACTS LAID OUT TO THE BEST OF MY KNOWLEDGE THIS PLAT COMFORMS TO ALL REQUIREMENTS OF THE CODE OF ORDINANCES, EXCEPT FOR THOSE VARIANCES AUTHORIZED BY THE HERITAGE DEVELOPMENT AGREEMENT.

*Alfredo E. Grandos* 03/14/24  
ALFREDO E. GRANDOS  
REGISTERED PROFESSIONAL ENGINEER  
NO. 6330  
KIMLEY HORN AND ASSOCIATES, INC.  
601 S. ALLEN AVENUE, SUITE 1000  
BOGEARTOWN, TEXAS 78724

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Kimley Horn and Associates, Inc.  
All rights reserved.

HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN





HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN









# EXHIBIT N – MAP OF MAJOR IMPROVEMENTS

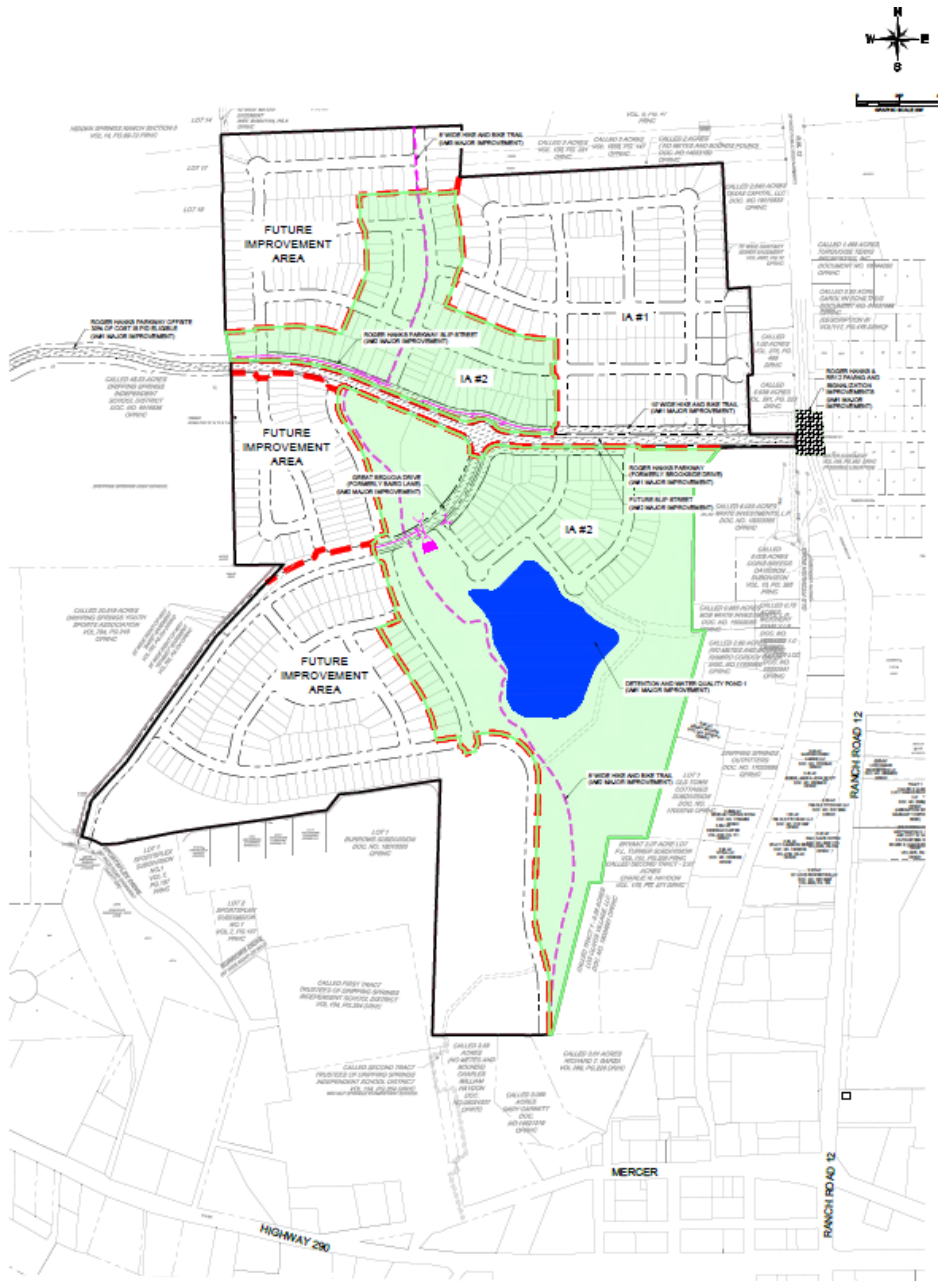
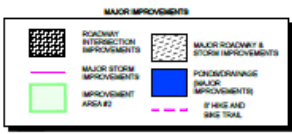
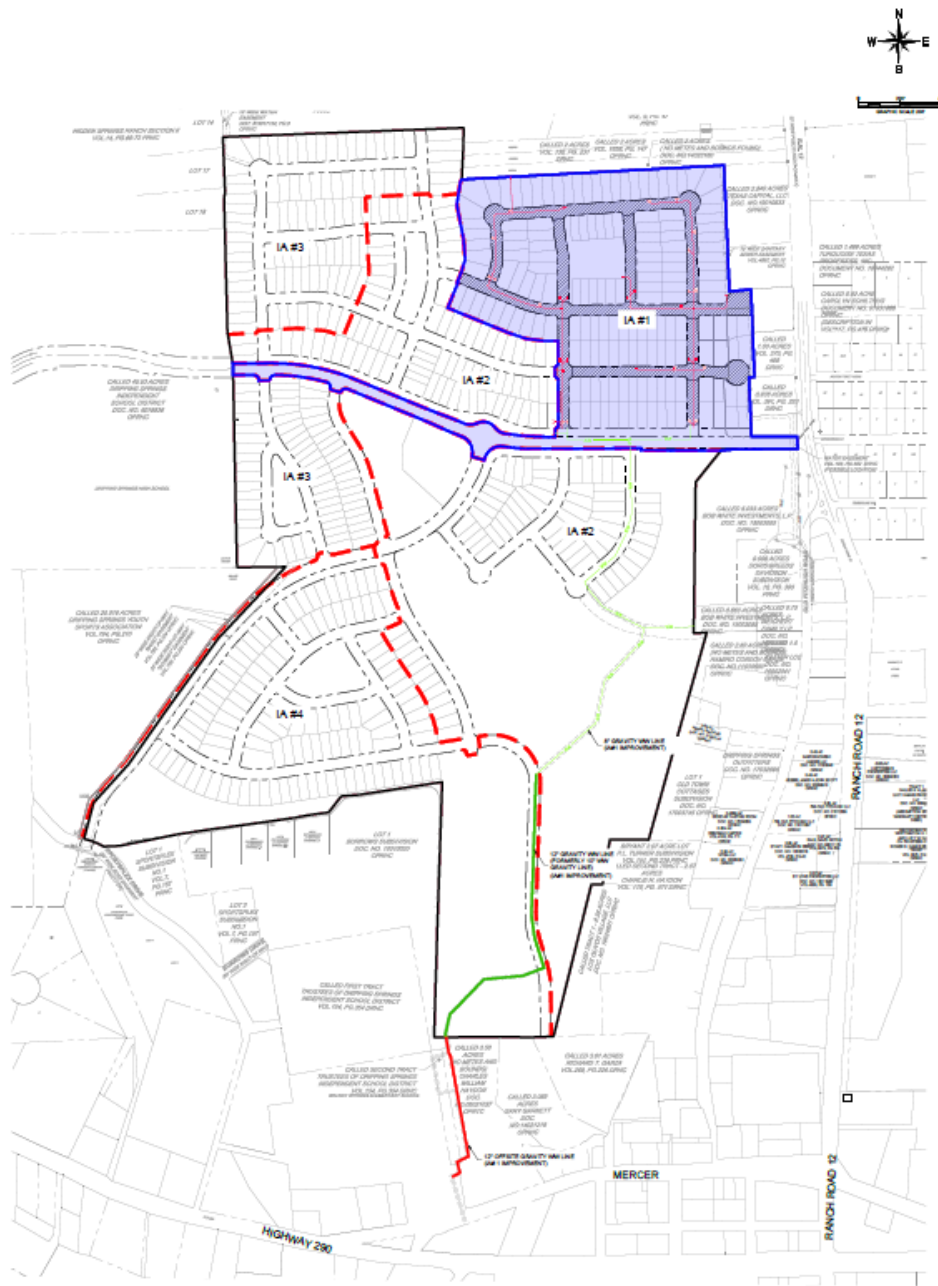


EXHIBIT C-1  
Major Improvements Map



Dripping Spring, Texas  
March 2024

# EXHIBIT O – MAP OF IMPROVEMENT AREA #1 IMPROVEMENTS



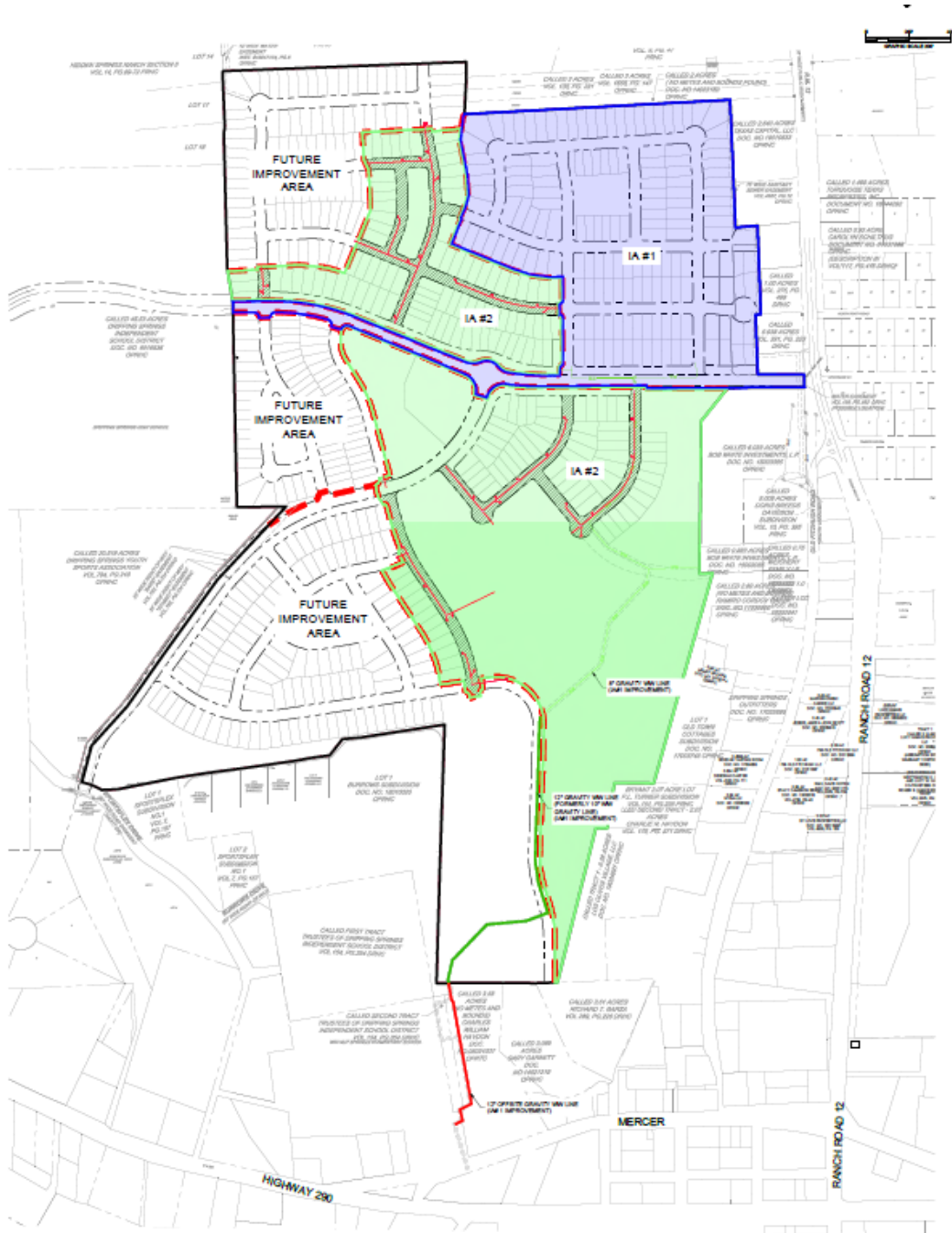
**EXHIBIT C-2**  
**Improvement Area #1**  
**Improvements Map**



Dripping Spring, Texas  
 April 2023



# EXHIBIT P – MAP OF IMPROVEMENT AREA #2 IMPROVEMENTS



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN  
 EXHIBIT C-2  
 Improvement Area #2  
 Improvements Map  
 11/15/24

**EXHIBIT C-2**  
**Improvement Area #2**  
**Improvements Map**

IMPROVEMENT AREA IMPROVEMENTS	
	ROADWAY STORM & WASTEWATER INTERNAL IMPROVEMENTS AREA #1
	IMPROVEMENT AREA #2
	PROPERTY BOUNDARY PHASELINE
	12" WW LINE
	12" OFFSITE WW LINE
	8" WW LINE
	8" OFFSITE WW LINE
	STORM IMPROVEMENTS

**EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Hays County Clerk’s Office  
Honorable [County Clerk Name]  
712 S Stagecoach Trail #2008  
San Marcos, Texas 78666

**Re: City of Dripping Springs Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Dripping Springs is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Dripping Springs  
Attn: [City Secretary]  
511 W Mercer St  
Dripping Springs, TX 78620

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817) 393-0353  
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

[City Secretary Name]  
511 W Mercer St  
Dripping Springs, TX 78620

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

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

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Dripping Springs, Texas.

**RECITALS**

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Dripping Springs, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about November 14, 2017, the City Council for the City, approved Resolution No. 2017-74, creating the Heritage Public Improvement District; and

**WHEREAS**, the Heritage Public Improvement District consists of approximately 188.943 contiguous acres located within the City; and

**WHEREAS**, on or about \_\_\_\_\_, the City Council, approved an ordinance, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Heritage Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:





[legal description], a subdivision in Hays County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Hays County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, Instrument No. \_\_\_\_\_, in the Real Property Records of Hays County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF DRIPPING SPRINGS, TEXAS,**

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Manager Name], City Manager for the City of Dripping Springs, Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT R – HOMEBUYER DISCLOSURES

Homebuyer disclosures for the following lot types are contained in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Lot Type 6
- Lot Type 7

**LOT TYPE 1 DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF DRIPPING SPRINGS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$41,452.88**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Heritage Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
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§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

### ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 663.44	\$ 2,216.56	\$ 243.22	\$ 207.26	\$ 3,330.48
2026	687.13	2,186.71	248.08	203.95	3,325.87
2027	716.75	2,155.79	253.04	200.51	3,326.09
2028	746.37	2,123.53	258.10	196.93	3,324.93
2029	781.91	2,089.95	263.26	193.20	3,328.32
2030	817.45	2,054.76	268.53	189.29	3,330.03
2031	852.99	2,017.98	273.90	185.20	3,330.07
2032	894.45	1,972.13	279.38	180.93	3,326.90
2033	941.84	1,924.05	284.97	176.46	3,327.32
2034	995.15	1,873.43	290.67	171.75	3,331.00
2035	1,042.54	1,819.94	296.48	166.78	3,325.74
2036	1,101.78	1,763.90	302.41	161.56	3,329.65
2037	1,161.01	1,704.68	308.46	156.06	3,330.21
2038	1,220.25	1,642.28	314.63	150.25	3,327.40
2039	1,285.41	1,576.69	320.92	144.15	3,327.16
2040	1,356.49	1,507.60	327.34	137.72	3,329.15
2041	1,427.57	1,434.69	333.88	130.94	3,327.08
2042	1,504.58	1,357.96	340.56	123.80	3,326.90
2043	1,587.51	1,277.08	347.37	116.28	3,328.24
2044	1,676.36	1,191.76	354.32	108.34	3,330.78
2045	1,765.21	1,099.56	361.41	99.96	3,326.13
2046	1,865.91	1,002.47	368.63	91.13	3,328.15
2047	1,972.54	899.84	376.01	81.80	3,330.19
2048	2,079.16	791.35	383.53	71.94	3,325.98
2049	2,197.63	677.00	391.20	61.55	3,327.37
2050	2,322.02	556.13	399.02	50.56	3,327.73
2051	2,452.34	428.42	407.00	38.95	3,326.71
2052	2,594.51	293.54	415.14	26.69	3,329.88
2053	2,742.60	150.84	423.44	13.71	3,330.60
<b>Total</b>	<b>\$ 41,452.88</b>	<b>\$ 41,790.62</b>	<b>\$ 9,434.89</b>	<b>\$ 3,837.65</b>	<b>\$ 96,516.04</b>

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



**LOT TYPE 2 DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF DRIPPING SPRINGS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$43,337.10**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Heritage Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 693.59	\$ 2,317.32	\$ 254.27	\$ 216.69	\$ 3,481.87
2026	718.36	2,286.11	259.36	213.22	3,477.04
2027	749.33	2,253.78	264.54	209.63	3,477.28
2028	780.29	2,220.06	269.83	205.88	3,476.06
2029	817.45	2,184.95	275.23	201.98	3,479.60
2030	854.60	2,148.16	280.74	197.89	3,481.39
2031	891.76	2,109.70	286.35	193.62	3,481.43
2032	935.11	2,061.77	292.08	189.16	3,478.12
2033	984.65	2,011.51	297.92	184.48	3,478.56
2034	1,040.39	1,958.58	303.88	179.56	3,482.41
2035	1,089.93	1,902.66	309.96	174.36	3,476.91
2036	1,151.86	1,844.08	316.15	168.91	3,481.00
2037	1,213.79	1,782.17	322.48	163.15	3,481.58
2038	1,275.71	1,716.93	328.93	157.08	3,478.65
2039	1,343.83	1,648.36	335.51	150.70	3,478.40
2040	1,418.15	1,576.13	342.22	143.98	3,480.47
2041	1,492.46	1,499.90	349.06	136.89	3,478.31
2042	1,572.97	1,419.68	356.04	129.43	3,478.12
2043	1,659.67	1,335.13	363.16	121.56	3,479.53
2044	1,752.56	1,245.93	370.43	113.27	3,482.18
2045	1,845.45	1,149.54	377.83	104.50	3,477.32
2046	1,950.73	1,048.04	385.39	95.28	3,479.43
2047	2,062.20	940.75	393.10	85.52	3,481.56
2048	2,173.67	827.32	400.96	75.21	3,477.16
2049	2,297.52	707.77	408.98	64.34	3,478.62
2050	2,427.57	581.41	417.16	52.86	3,479.00
2051	2,563.81	447.89	425.50	40.72	3,477.93
2052	2,712.44	306.88	434.01	27.90	3,481.23
2053	2,867.26	157.70	442.69	14.34	3,481.99
<b>Total</b>	<b>\$ 43,337.10</b>	<b>\$ 43,690.19</b>	<b>\$ 9,863.75</b>	<b>\$ 4,012.09</b>	<b>\$ 100,903.13</b>

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**LOT TYPE 3 DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF DRIPPING SPRINGS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$47,105.55**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Heritage Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

### ANNUAL INSTALLMENTS - LOT TYPE 3

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 753.90	\$ 2,518.82	\$ 276.38	\$ 235.53	\$ 3,784.64
2026	780.83	2,484.90	281.91	231.76	3,779.39
2027	814.49	2,449.76	287.55	227.85	3,779.65
2028	848.14	2,413.11	293.30	223.78	3,778.33
2029	888.53	2,374.94	299.16	219.54	3,782.18
2030	928.92	2,334.96	305.15	215.10	3,784.12
2031	969.31	2,293.16	311.25	210.45	3,784.17
2032	1,016.42	2,241.06	317.48	205.61	3,780.56
2033	1,070.27	2,186.42	323.83	200.53	3,781.05
2034	1,130.86	2,128.90	330.30	195.17	3,785.23
2035	1,184.71	2,068.11	336.91	189.52	3,779.25
2036	1,252.02	2,004.43	343.65	183.60	3,783.70
2037	1,319.33	1,937.14	350.52	177.34	3,784.33
2038	1,386.65	1,866.22	357.53	170.74	3,781.14
2039	1,460.69	1,791.69	364.68	163.81	3,780.87
2040	1,541.46	1,713.18	371.97	156.50	3,783.12
2041	1,622.24	1,630.33	379.41	148.80	3,780.77
2042	1,709.75	1,543.13	387.00	140.68	3,780.56
2043	1,803.98	1,451.23	394.74	132.14	3,782.09
2044	1,904.95	1,354.27	402.64	123.12	3,784.97
2045	2,005.92	1,249.50	410.69	113.59	3,779.70
2046	2,120.36	1,139.17	418.90	103.56	3,781.99
2047	2,241.52	1,022.55	427.28	92.96	3,784.31
2048	2,362.68	899.27	435.83	81.75	3,779.53
2049	2,497.31	769.32	444.54	69.94	3,781.11
2050	2,638.66	631.97	453.43	57.45	3,781.52
2051	2,786.75	486.84	462.50	44.26	3,780.35
2052	2,948.30	333.57	471.75	30.32	3,783.95
2053	3,116.59	171.41	481.19	15.58	3,784.77
<b>Total</b>	<b>\$ 47,105.55</b>	<b>\$ 47,489.34</b>	<b>\$ 10,721.47</b>	<b>\$ 4,360.97</b>	<b>\$ 109,677.32</b>

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice  
of Obligation to Pay Improvement District Assessment

**LOT TYPE 4 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF DRIPPING SPRINGS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: \$39,826.99**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Heritage Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.



[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

### ANNUAL INSTALLMENTS - LOT TYPE 4

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,038.64	\$ -	\$ -	\$ (2,038.64)	\$ -
2026	562.09	2,329.88	236.42	199.13	-	3,327.52
2027	596.85	2,297.00	241.15	196.32	-	3,331.33
2028	625.83	2,262.08	245.98	193.34	-	3,327.22
2029	666.39	2,225.47	250.89	190.21	-	3,332.97
2030	701.16	2,186.49	255.91	186.88	-	3,330.44
2031	741.72	2,145.47	261.03	183.37	-	3,331.59
2032	782.28	2,102.08	266.25	179.66	-	3,330.28
2033	828.64	2,056.31	271.58	175.75	-	3,332.29
2034	875.00	2,007.84	277.01	171.61	-	3,331.46
2035	921.36	1,956.65	282.55	167.24	-	3,327.79
2036	973.51	1,902.75	288.20	162.63	-	3,327.09
2037	1,031.46	1,845.80	293.96	157.76	-	3,328.98
2038	1,089.40	1,785.46	299.84	152.60	-	3,327.31
2039	1,153.15	1,721.73	305.84	147.16	-	3,327.87
2040	1,222.68	1,654.27	311.96	141.39	-	3,330.30
2041	1,292.22	1,582.74	318.20	135.28	-	3,328.44
2042	1,367.55	1,507.15	324.56	128.82	-	3,328.07
2043	1,448.68	1,427.15	331.05	121.98	-	3,328.85
2044	1,535.60	1,342.40	337.67	114.74	-	3,330.40
2045	1,628.31	1,252.57	344.42	107.06	-	3,332.36
2046	1,721.03	1,157.31	351.31	98.92	-	3,328.57
2047	1,825.33	1,056.63	358.34	90.31	-	3,330.61
2048	1,935.43	949.85	365.51	81.18	-	3,331.97
2049	2,051.32	836.63	372.82	71.51	-	3,332.28
2050	2,173.01	716.63	380.27	61.25	-	3,331.16
2051	2,300.50	589.50	387.88	50.38	-	3,328.26
2052	2,439.57	454.92	395.64	38.88	-	3,329.01
2053	2,590.23	312.21	403.55	26.68	-	3,332.67
2054	2,746.69	160.68	411.62	13.73	-	3,332.72
<b>Total</b>	<b>\$ 39,826.99</b>	<b>\$ 45,864.30</b>	<b>\$ 9,171.41</b>	<b>\$ 3,745.78</b>	<b>\$ (2,038.64)</b>	<b>\$ 96,569.83</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## LOT TYPE 5 DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF DRIPPING SPRINGS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: \$41,723.51**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Heritage Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 5

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,135.72	\$ -	\$ -	\$ (2,135.72)	\$ -
2026	588.85	2,440.83	247.68	208.62	-	3,485.98
2027	625.28	2,406.38	252.64	205.67	-	3,489.96
2028	655.63	2,369.80	257.69	202.55	-	3,485.66
2029	698.12	2,331.44	262.84	199.27	-	3,491.68
2030	734.55	2,290.60	268.10	195.78	-	3,489.03
2031	777.04	2,247.63	273.46	192.11	-	3,490.24
2032	819.54	2,202.18	278.93	188.22	-	3,488.86
2033	868.10	2,154.23	284.51	184.12	-	3,490.97
2034	916.67	2,103.45	290.20	179.78	-	3,490.10
2035	965.23	2,049.82	296.00	175.20	-	3,486.26
2036	1,019.87	1,993.36	301.92	170.37	-	3,485.52
2037	1,080.57	1,933.70	307.96	165.27	-	3,487.50
2038	1,141.28	1,870.48	314.12	159.87	-	3,485.75
2039	1,208.06	1,803.72	320.40	154.16	-	3,486.34
2040	1,280.91	1,733.05	326.81	148.12	-	3,488.89
2041	1,353.75	1,658.11	333.35	141.72	-	3,486.93
2042	1,432.67	1,578.92	340.01	134.95	-	3,486.55
2043	1,517.66	1,495.11	346.81	127.79	-	3,487.37
2044	1,608.72	1,406.32	353.75	120.20	-	3,488.99
2045	1,705.85	1,312.21	360.83	112.16	-	3,491.05
2046	1,802.98	1,212.42	368.04	103.63	-	3,487.07
2047	1,912.25	1,106.95	375.40	94.61	-	3,489.21
2048	2,027.59	995.08	382.91	85.05	-	3,490.64
2049	2,149.01	876.47	390.57	74.91	-	3,490.95
2050	2,276.49	750.75	398.38	64.17	-	3,489.79
2051	2,410.04	617.58	406.35	52.78	-	3,486.75
2052	2,555.74	476.59	414.48	40.73	-	3,487.54
2053	2,713.58	327.08	422.77	27.96	-	3,491.37
2054	2,877.48	168.33	431.22	14.39	-	3,491.42
<b>Total</b>	<b>\$ 41,723.51</b>	<b>\$ 48,048.31</b>	<b>\$ 9,608.14</b>	<b>\$ 3,924.15</b>	<b>\$ (2,135.72)</b>	<b>\$ 101,168.39</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



## LOT TYPE 6 DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF DRIPPING SPRINGS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 6 PRINCIPAL ASSESSMENT: \$43,620.03**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Heritage Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 6

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,232.80	\$ -	\$ -	\$ (2,232.80)	\$ -
2026	615.62	2,551.77	258.94	218.10	-	3,644.43
2027	653.70	2,515.76	264.12	215.02	-	3,648.60
2028	685.43	2,477.52	269.40	211.75	-	3,644.10
2029	729.86	2,437.42	274.79	208.33	-	3,650.39
2030	767.94	2,394.72	280.29	204.68	-	3,647.62
2031	812.36	2,349.80	285.89	200.84	-	3,648.89
2032	856.79	2,302.28	291.61	196.78	-	3,647.45
2033	907.56	2,252.15	297.44	192.49	-	3,649.65
2034	958.33	2,199.06	303.39	187.95	-	3,648.74
2035	1,009.11	2,143.00	309.46	183.16	-	3,644.72
2036	1,066.23	2,083.97	315.65	178.12	-	3,643.95
2037	1,129.69	2,021.59	321.96	172.79	-	3,646.03
2038	1,193.16	1,955.50	328.40	167.14	-	3,644.20
2039	1,262.97	1,885.70	334.97	161.17	-	3,644.81
2040	1,339.13	1,811.82	341.67	154.86	-	3,647.47
2041	1,415.29	1,733.48	348.50	148.16	-	3,645.43
2042	1,497.79	1,650.69	355.47	141.08	-	3,645.03
2043	1,586.64	1,563.07	362.58	133.60	-	3,645.89
2044	1,681.84	1,470.25	369.83	125.66	-	3,647.58
2045	1,783.39	1,371.86	377.23	117.25	-	3,649.73
2046	1,884.93	1,267.53	384.77	108.34	-	3,645.57
2047	1,999.17	1,157.26	392.47	98.91	-	3,647.81
2048	2,119.76	1,040.31	400.32	88.92	-	3,649.30
2049	2,246.69	916.31	408.32	78.32	-	3,649.63
2050	2,379.97	784.88	416.49	67.08	-	3,648.41
2051	2,519.59	645.65	424.82	55.18	-	3,645.24
2052	2,671.91	498.25	433.32	42.59	-	3,646.06
2053	2,836.92	341.94	441.98	29.23	-	3,650.07
2054	3,008.28	175.98	450.82	15.04	-	3,650.13
<b>Total</b>	<b>\$ 43,620.03</b>	<b>\$ 50,232.32</b>	<b>\$ 10,044.88</b>	<b>\$ 4,102.52</b>	<b>\$ (2,232.80)</b>	<b>\$ 105,766.96</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## LOT TYPE 7 DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF DRIPPING SPRINGS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 7 PRINCIPAL ASSESSMENT: \$47,413.08**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Heritage Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

### ANNUAL INSTALLMENTS - LOT TYPE 7

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,426.96	\$ -	\$ -	\$ (2,426.96)	\$ -
2026	669.15	2,773.67	281.46	237.07	-	3,961.34
2027	710.54	2,734.52	287.09	233.72	-	3,965.87
2028	745.03	2,692.95	292.83	230.17	-	3,960.98
2029	793.32	2,649.37	298.68	226.44	-	3,967.82
2030	834.71	2,602.96	304.66	222.48	-	3,964.81
2031	883.00	2,554.13	310.75	218.30	-	3,966.18
2032	931.29	2,502.47	316.97	213.89	-	3,964.62
2033	986.48	2,447.99	323.31	209.23	-	3,967.01
2034	1,041.67	2,390.28	329.77	204.30	-	3,966.02
2035	1,096.85	2,329.35	336.37	199.09	-	3,961.66
2036	1,158.94	2,265.18	343.09	193.61	-	3,960.82
2037	1,227.92	2,197.38	349.96	187.81	-	3,963.07
2038	1,296.91	2,125.55	356.96	181.67	-	3,961.08
2039	1,372.79	2,049.68	364.09	175.19	-	3,961.75
2040	1,455.57	1,969.37	371.38	168.32	-	3,964.64
2041	1,538.36	1,884.22	378.80	161.04	-	3,962.42
2042	1,628.04	1,794.23	386.38	153.35	-	3,961.99
2043	1,724.61	1,698.99	394.11	145.21	-	3,962.92
2044	1,828.09	1,598.10	401.99	136.59	-	3,964.77
2045	1,938.47	1,491.15	410.03	127.45	-	3,967.10
2046	2,048.84	1,377.75	418.23	117.76	-	3,962.58
2047	2,173.01	1,257.90	426.59	107.51	-	3,965.02
2048	2,304.08	1,130.77	435.13	96.65	-	3,966.63
2049	2,442.05	995.99	443.83	85.13	-	3,966.99
2050	2,586.92	853.13	452.71	72.92	-	3,965.67
2051	2,738.69	701.79	461.76	59.98	-	3,962.22
2052	2,904.25	541.58	471.00	46.29	-	3,963.11
2053	3,083.61	371.68	480.42	31.77	-	3,967.47
2054	3,269.87	191.29	490.02	16.35	-	3,967.53
<b>Total</b>	<b>\$ 47,413.08</b>	<b>\$ 54,600.35</b>	<b>\$ 10,918.34</b>	<b>\$ 4,459.26</b>	<b>\$ (2,426.96)</b>	<b>\$ 114,964.08</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## IMPROVEMENT AREA #2 INITIAL PARCEL DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF DRIPPING SPRINGS, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$6,873,000**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Heritage Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.



[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL**

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 351,811.69	\$ -	\$ -	\$ (351,811.69)	\$ -
2026	97,000.00	402,070.50	40,800.00	34,365.00	-	574,235.50
2027	103,000.00	396,396.00	41,616.00	33,880.00	-	574,892.00
2028	108,000.00	390,370.50	42,448.32	33,365.00	-	574,183.82
2029	115,000.00	384,052.50	43,297.29	32,825.00	-	575,174.79
2030	121,000.00	377,325.00	44,163.23	32,250.00	-	574,738.23
2031	128,000.00	370,246.50	45,046.50	31,645.00	-	574,938.00
2032	135,000.00	362,758.50	45,947.43	31,005.00	-	574,710.93
2033	143,000.00	354,861.00	46,866.38	30,330.00	-	575,057.38
2034	151,000.00	346,495.50	47,803.70	29,615.00	-	574,914.20
2035	159,000.00	337,662.00	48,759.78	28,860.00	-	574,281.78
2036	168,000.00	328,360.50	49,734.97	28,065.00	-	574,160.47
2037	178,000.00	318,532.50	50,729.67	27,225.00	-	574,487.17
2038	188,000.00	308,119.50	51,744.27	26,335.00	-	574,198.77
2039	199,000.00	297,121.50	52,779.15	25,395.00	-	574,295.65
2040	211,000.00	285,480.00	53,834.73	24,400.00	-	574,714.73
2041	223,000.00	273,136.50	54,911.43	23,345.00	-	574,392.93
2042	236,000.00	260,091.00	56,009.66	22,230.00	-	574,330.66
2043	250,000.00	246,285.00	57,129.85	21,050.00	-	574,464.85
2044	265,000.00	231,660.00	58,272.45	19,800.00	-	574,732.45
2045	281,000.00	216,157.50	59,437.90	18,475.00	-	575,070.40
2046	297,000.00	199,719.00	60,626.65	17,070.00	-	574,415.65
2047	315,000.00	182,344.50	61,839.19	15,585.00	-	574,768.69
2048	334,000.00	163,917.00	63,075.97	14,010.00	-	575,002.97
2049	354,000.00	144,378.00	64,337.49	12,340.00	-	575,055.49
2050	375,000.00	123,669.00	65,624.24	10,570.00	-	574,863.24
2051	397,000.00	101,731.50	66,936.72	8,695.00	-	574,363.22
2052	421,000.00	78,507.00	68,275.46	6,710.00	-	574,492.46
2053	447,000.00	53,878.50	69,640.97	4,605.00	-	575,124.47
2054	474,000.00	27,729.00	71,033.79	2,370.00	-	575,132.79
<b>Total</b>	<b>\$ 6,873,000.00</b>	<b>\$ 7,914,867.19</b>	<b>\$ 1,582,723.17</b>	<b>\$ 646,415.00</b>	<b>\$ (351,811.69)</b>	<b>\$ 16,665,193.67</b>

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**APPENDIX A – ENGINEER’S REPORT**

 **ENGINEERING REPORT**

**Heritage  
Public Improvement District  
IA #2**

**Dripping Springs, Texas**

July 25, 2024

*Prepared for:*  
***City of Dripping Springs***

*Prepared by:*  
**Kimley»»Horn**

501 S. Austin Ave.  
Suite 1310  
Georgetown, Texas 78626

Job No. 069291601  
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TBPE Firm #928

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- I. Introduction**
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- IV. Development Schedule**
  - a. Design Stage**
  - b. Construction Stage**

**APPENDICES**

- Exhibit A – Heritage Location Map**
- Exhibit B – Property**
- Exhibit B-2 – Improvement Area #2**
- Exhibit B-3 – Improvement Area Boundary Map**
- Exhibit C-1 –Major Improvements Map**
- Exhibit C-2 – Improvement Area #2 Improvements Map**
- Exhibit D – Engineers’ OPC**
- Exhibit E – Lot Mix Exhibit**

## I. Introduction

Heritage will be developed on approximately ±188.943 acres of undeveloped land in the City of Dripping Springs. The subject property is located west of Ranch Road 12 and North of Sportsplex Drive, in Dripping Springs, Hays County, Texas. The project will encompass the construction of 595 detached single-family lots and 105 attached high-density residential units. A site location map is included in the appendix as *Exhibit A*. The overall lot mix map is included in the appendix as *Exhibit E*.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

## II. Development Costs

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all PID eligible offsite and onsite infrastructure. The Engineer's OPC is included as *Exhibit D*.

## III. Development Improvements

Improvement Area #2 internal improvements are included in this report and defined in Section III.B. and shown in *Exhibit C-2*. Improvement Area #1, #3, and #4 internal improvements are excluded from this report. The Improvement Area #2 area is shown in *Exhibit B-2*. Major PID reimbursable improvements are shown in *Exhibit C-1*. PID eligible improvements descriptions are as follows:

### A. Major Improvements

#### ▪ *Roadway*

Improvements including mobilization, grading, erosion control, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and North Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. 30% of the North Roger Hanks Parkway Offsite Extension cost shall be included as an eligible PID reimbursable cost.

#### ▪ *Drainage*

Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

#### ▪ *Trails*

Includes improvements necessary to construct the 10' hike and bike trail that runs East to West along North Roger Hanks Parkway and improvements necessary to construct the 8' hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary.

- *Landscaping*  
Primary Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway is included.
- *Soft Costs*  
Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

## **B. Improvement Area #2 Improvements**

- *Roadway*  
Improvements including mobilization, erosion control, grading, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways.
- *Drainage*  
Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, trenching and all other necessary appurtenances required to ensure proper drainage of the internal public roadways within improvement area #2.
- *Wastewater*  
Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, and all other necessary appurtenances required to provide wastewater service to each parcel within improvement area #2.
- *Landscaping*  
Landscaping improvements including plantings, and Improvement Area #2 Pocket Park.
- *Soft Costs*  
Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

## **IV. DEVELOPMENT SCHEDULE**

### **a. Design Stage**

The preliminary plan for the entire PID district is approved by the City of Dripping Springs. The construction drawings for improvement area #2 are approved by the City of Dripping Springs and TCEQ. Improvement area #2 includes 160 single family lots, 8' trail, and a section of Great Sequoia Lane.

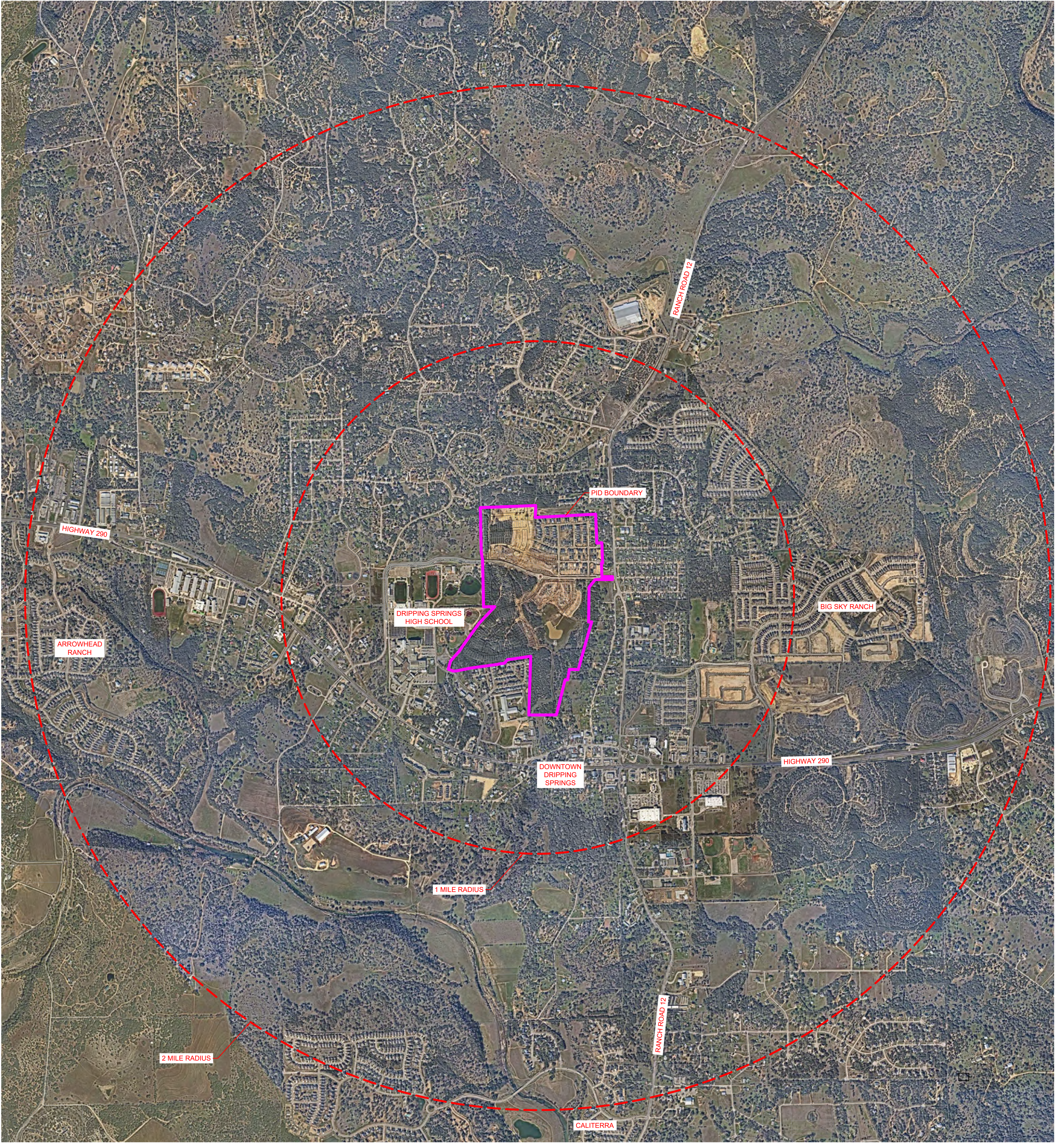
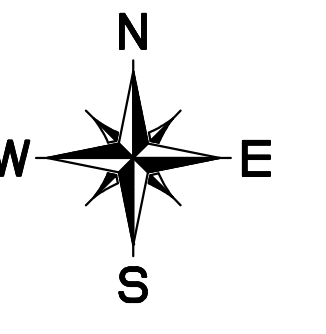
**b. Construction Stage**

Improvement Area #2 internal improvements are under construction as of April 2024 with completion of all Improvement Area #2 internal improvements projected to be complete by the end of June 2024. All Major Improvements located in Improvement Area #2 have been constructed. All PID eligible major improvements within the district are scheduled to be complete within 3 years of the date of this engineer's report.



# **Exhibit A**

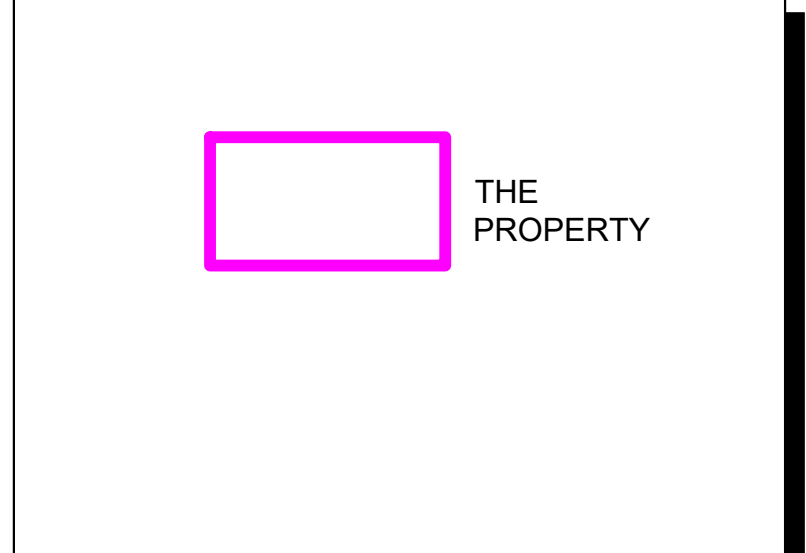
## **Heritage Location Map**



Plotted By: Flynn, Alyssa Date: February 07, 2024 11:26:12am File Path: K:\US\_Civil\Civil\067783117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20221205 - PID Exhibits-EX-B-2 (Alex Version) - I&L.dwg  
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# EXHIBIT B - THE PROPERTY

## Heritage Location Map

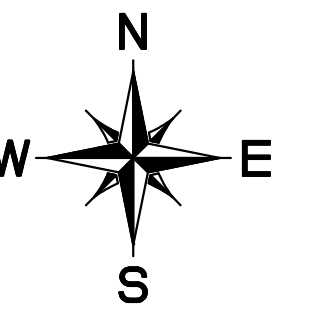


Dripping Springs, Texas  
FEBRUARY 2024

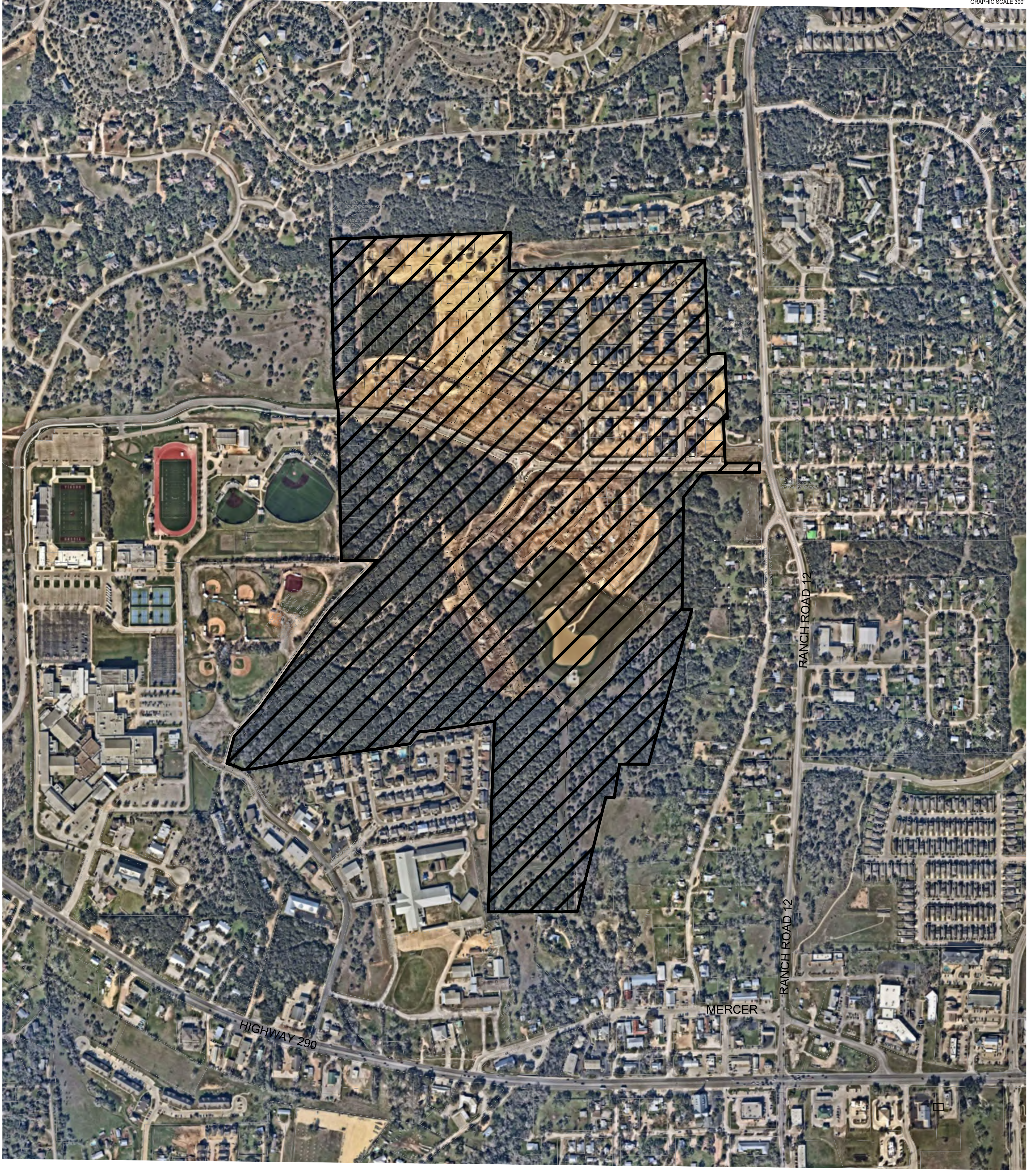
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

# **Exhibit B**

## **Property**



0 300' 600'  
GRAPHIC SCALE 300'



Plotted By: Flynn, Alyssa Date: February 07, 2024 11:35:47am File Path: K:\AUS\_Civil\087853117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\2022\2025 - PID Exhibits-EX-B-2 (Alex Version) - 1A2.dwg  
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# EXHIBIT B - THE PROPERTY

## Heritage PID Boundary

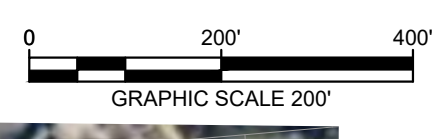
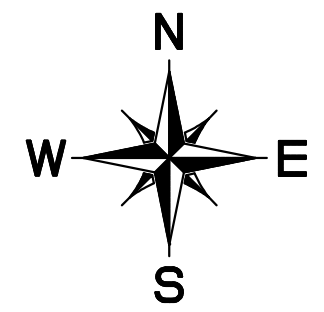
Dripping Spring, Texas  
February 2024



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

# **Exhibit B-2**

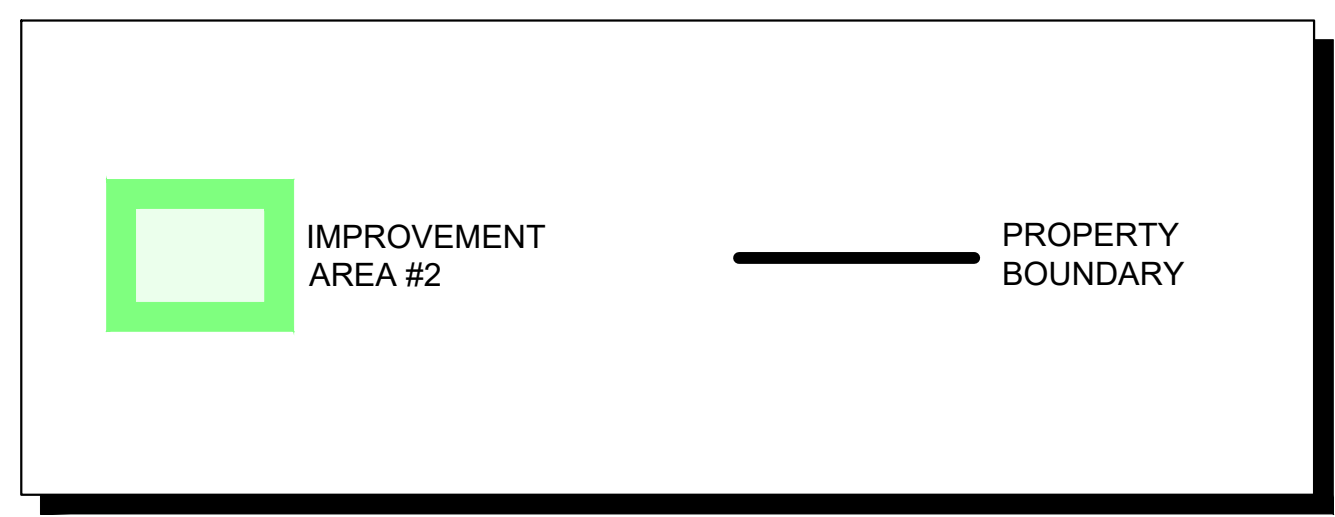
## **Improvement Area #2**



Plotted By: Flynn, Alyssa Date: February 07, 2024 02:36:43pm File Path: K:\AUS\_Civil\067763117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20221205 - PID EXHIBITS-EX-B-2 (Alex Version) - IAZ.dwg  
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# EXHIBIT B-2 Heritage PID Improvement Area #2 Map

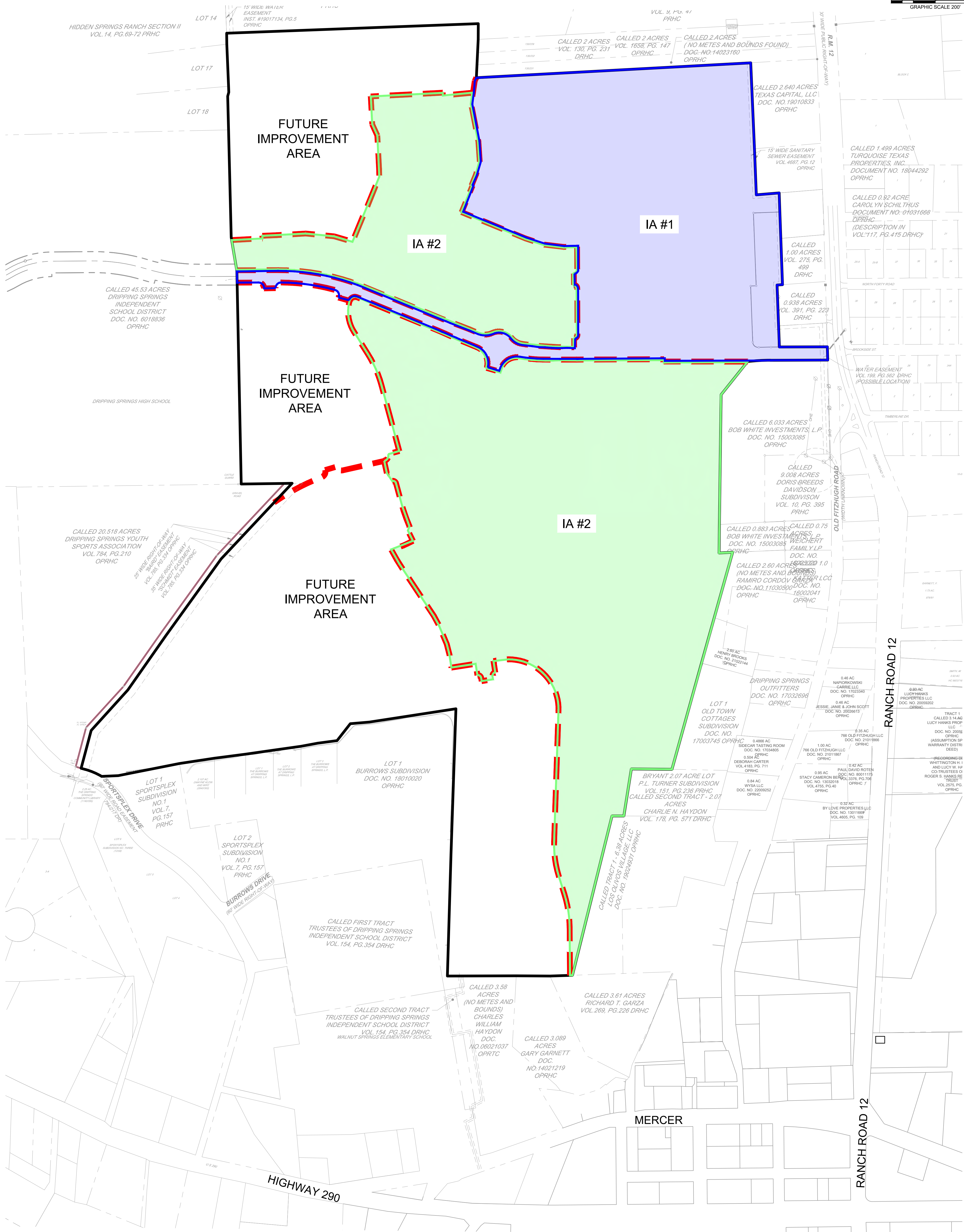
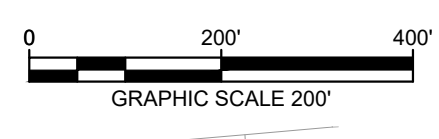
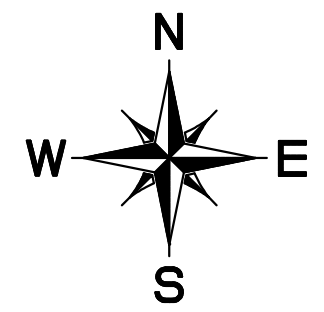
Dripping Spring, Texas  
February 2024



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

# **Exhibit B-2**

## **Improvement Area Boundary Map**



Plotted By: Flynn, Alyssa Date: March 18, 2024 03:03:05pm File Path: K:\GIS\Civil\067763117-Heights-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20230410 - Exhibit F - IAK2.dwg  
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# EXHIBIT B-3

## Improvement Area Boundary Map

IMPROVEMENT AREA IMPROVEMENTS

- PROPERTY BOUNDARY
- PHASE LINE

Dripping Spring, Texas  
March 2024

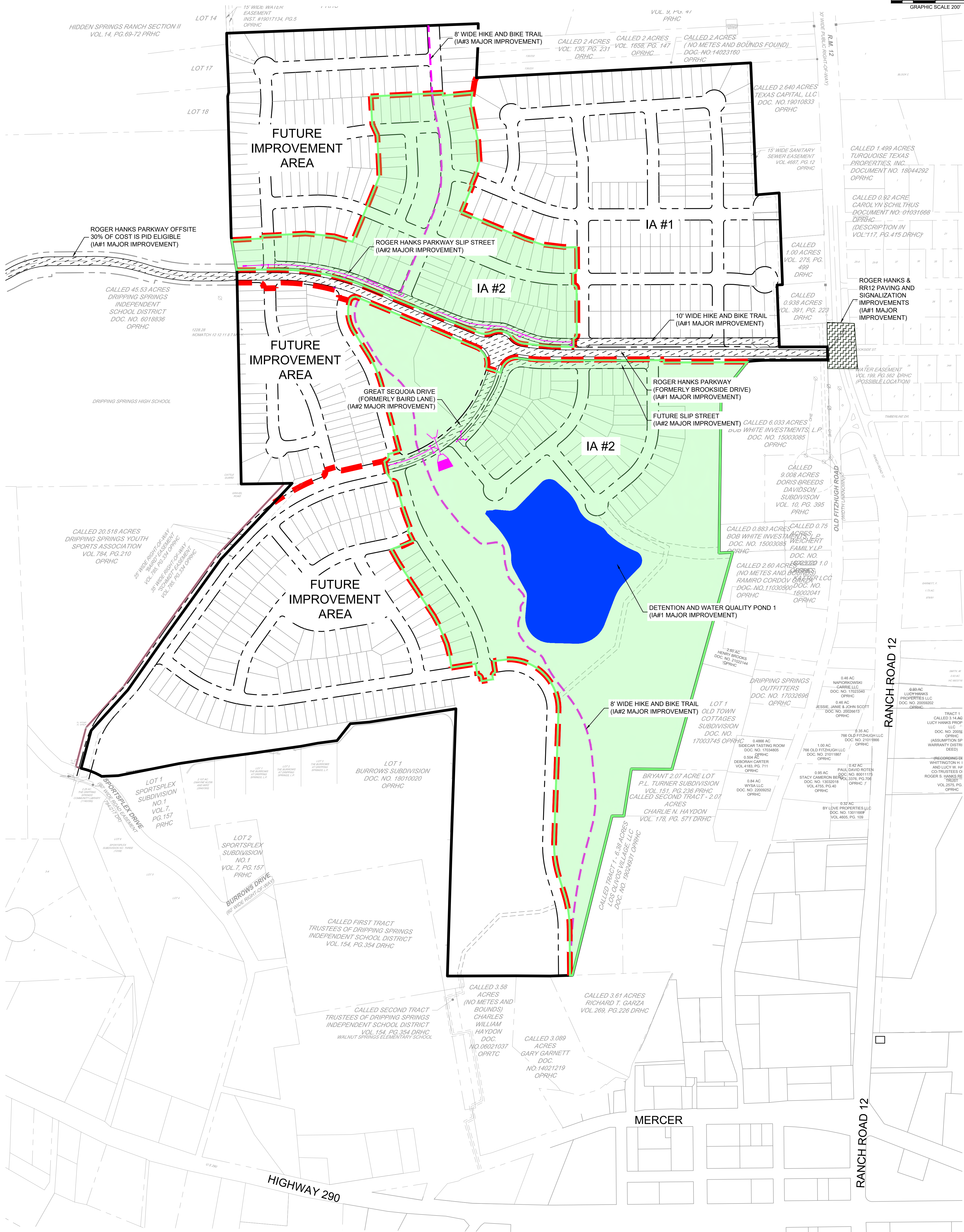
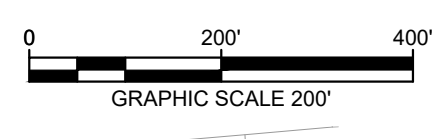
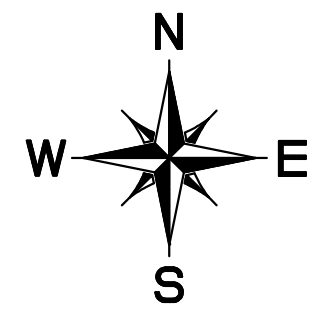


NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



# **Exhibit C-1**

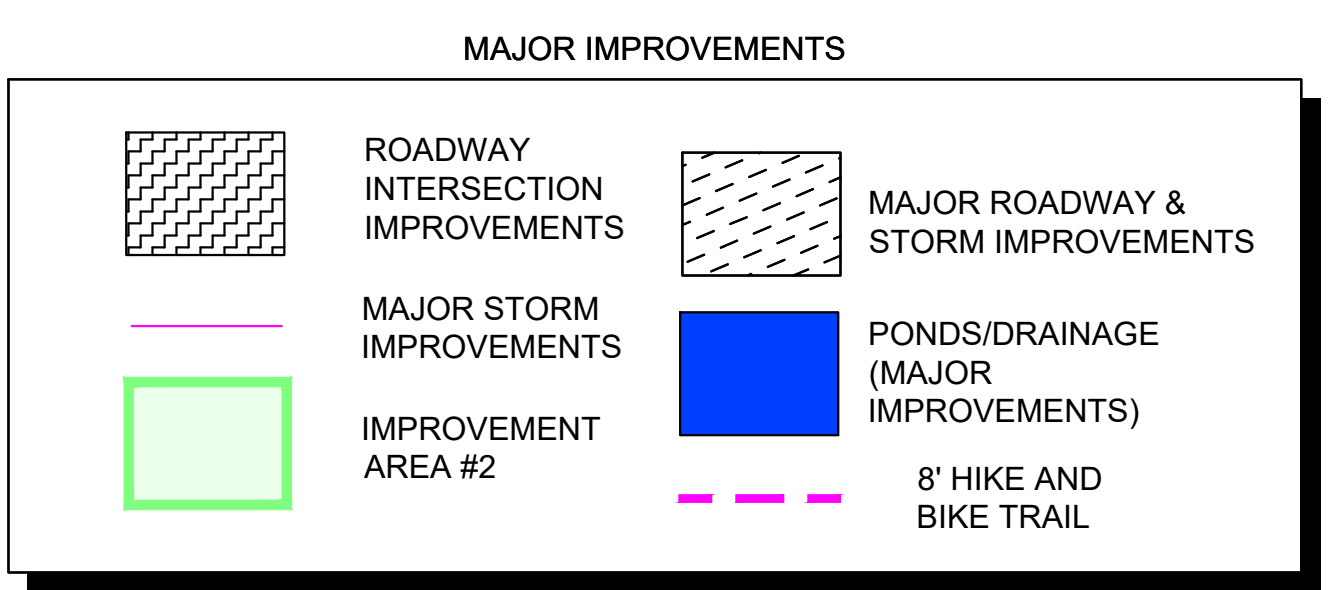
## **Major Improvements Map**



Plotted By: Flynn, Alyssa Date: March 18, 2024 02:58:56pm File Path: K:\GIS\Civil\067763117-Heights-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20230410 - Exhibit F - IAK2.dwg  
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# EXHIBIT C-1

## Major Improvements Map



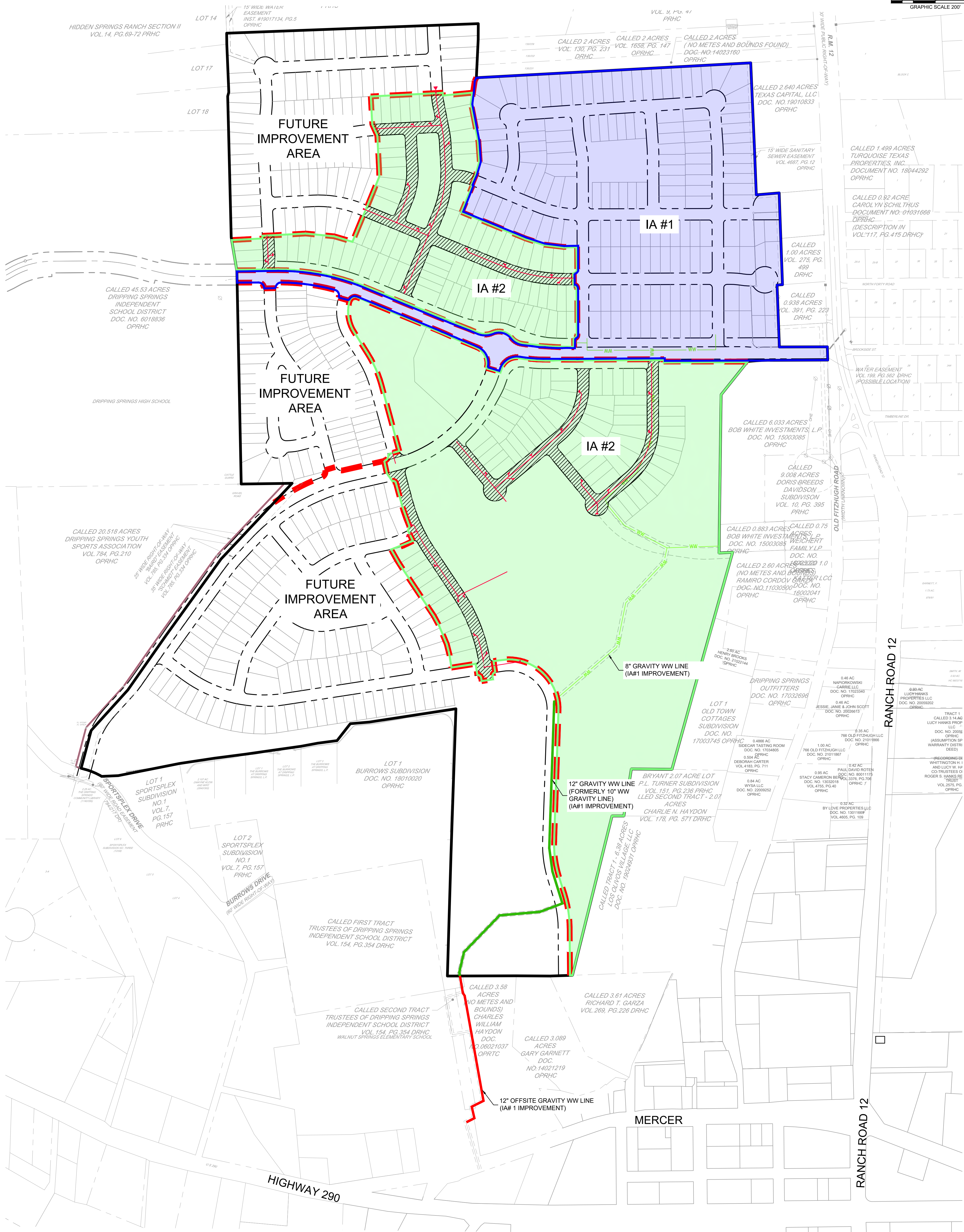
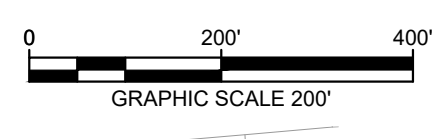
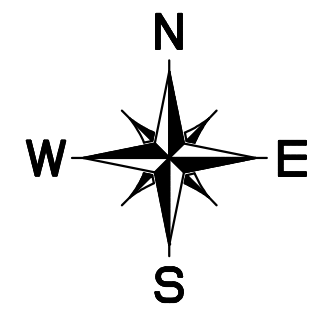
Dripping Spring, Texas  
March 2024



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

## **Exhibit C-2**

# **Improvement Area #2 Improvements Map**



Plotted By: Flynn, Alyssa Date: March 18, 2024 03:01:46pm File Path: K:\AUS\_Civil\067763117-Header\067763117-Header.dwg - Exhibit F - IA2.dwg  
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# EXHIBIT C-2

## Improvement Area #2

### Improvements Map

Dripping Spring, Texas  
March 2024

IMPROVEMENT AREA IMPROVEMENTS	
	ROADWAY, STORM & WASTEWATER INTERNAL IMPROVEMENT AREA #1 ELIGIBLE IMPROVEMENTS
	IMPROVEMENT AREA #2
	PROPERTY BOUNDARY
	PHASE LINE
	12" WW LINE
	12" OFFSITE WW LINE
	8" WW LINE
	STORM IMPROVEMENTS



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

# **Exhibit D**

## **Engineer's OPC**

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - HERITAGE DRIPPING SPRINGS**  
**KIMLEY-HORN AND ASSOCIATES**  
**25-Jul-24**

	TOTAL ACREAGE	ESTIMATED LOTS	ROADWAY	DRAINAGE	WASTEWATER	TRAILS AND LANDSCAPING	SUBTOTAL	PROJECT MANAGEMENT (4%)	ENGINEERING DESIGN & SURVEY (12%)	TOTAL COST
<b>IMPROVEMENT AREA #1 IMPROVEMENTS</b>	37.07	158	\$1,220,991	\$645,408	\$1,644,140	\$833,737	<b>\$4,344,277</b>	\$173,771	\$521,313	<b>\$5,039,361</b>
<b>IMPROVEMENT AREA #2 IMPROVEMENTS</b>	75.57	160	\$1,898,122	\$1,604,672	\$1,317,125	\$624,657	<b>\$5,444,575</b>	\$217,783	\$653,349	<b>\$6,315,707</b>
<b>TOTAL MAJOR IMPROVEMENTS (IA#1, IA#2, IA#3, IA#4)</b>	188.94	700	\$6,136,773	\$3,184,075		\$482,499	<b>\$9,803,346</b>	\$392,134	\$1,176,402	<b>\$11,371,881</b>

1. Review all notes and assumptions . These OPC's are not intended for basing financial decisions, or securing funding. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herei including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have not bee rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.

2. Water and wastewater service is available at the site.

3. A pocket park in Improvement Area #2 is included in this OPC.

4. Cost for primary entry features are included in this OPC as a Major Improvement. All other entry signage were included in Improvement Area #1 Improvements.

5. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.

6. This OPC is preliminary and is prepared without the benefit of all record drawings, franchise utility communication, city communication, etc.

7. Soft Cost Included in this OPC:

Project Management fee of 4% of the hard costs.

Engineering Design & Survey fee of 12% of the hard costs.

8. Majority of unit prices are based on similar single family development in the area.

9. This OPC assumes that 30% of the cost to construct "Roger Hanks Parkway Extension (Offsite)" is PID eligible. The PID eligible portion of the cost for Roger Hanks Parkway Extension was included in the Improvement Area #1 Major Roadway improvements.

10. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.

11. The "Authorized Cost" of Major Improvements in Improvement Area #2 shall be 25.61290999% of the total cost of construction of all Major Improvements in the district.

12. The "Authorized Cost" of Improvement Area Improvements within Improvement Area #2 shall be 100% of the total cost of construction.

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
**Improvement Area #2**



Date Prepared: 03/1/2024  
 Date Exhibit: 03/1/2024  
 Project: Heritage Dripping Springs  
 Client: M/I Homes of Austin  
 KHA Job Number: 067783117  
 Prepared By: Alyssa Flynn  
 Reviewed By: Adam Davis

Total Acreage: 75.57  
 Total Disturbed: 47  
 Lots: 160  
 LF Internal Residential: 0  
 LF of Alley Roadway: 0  
 LF PID Eligible Slip Street: 2527  
 LF PID Eligible Residential Roadway: 6442  
 LF PID Eligible Collector Roadway: 693

**INTERNAL PID**

**A. MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	MOBILIZATION	1	LS	\$ 61,061.11	\$ 61,061.11
2	SITE PREPARATION TO REMOVE TREES, STUMPS, VEGETATION, RUBBISH, DEBRIS, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL PER THE SPECIFICATIONS AND MAINTAIN POSITIVE DRAINAGE FOR THE ENTIRE SITE. INCLUDES DISPOSAL OF CLEARED MATERIAL.	40.57	AC	\$ 3,143.65	\$ 127,537.88
3	DEMOLITION OF ALL EXISTING STRUCTURES AND INFRASTRUCTURE AS SHOWN ON DEMOLITION SHEETS OF CONSTRUCTION PLANS, TO	1	LS	\$ 16,260.25	\$ 16,260.25
					<b>Subtotal \$ 204,859.24</b>

**B. EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
4	STAGING AND TEMPORARY SPOILS AREA, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,647.65	\$ 3,295.30
1	ROCK BERM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	171	LF	\$ 28.18	\$ 4,818.78
5	REVEGETATION OF RIGHT-OF-WAY WITH HYDROMULCH SEEDING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	13,638	SY	\$ 1.73	\$ 23,593.74
6	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	12,187	LF	\$ 4.38	\$ 53,379.06
7	CONCRETE WASHOUT AREA, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 704.61	\$ 704.61
8	CURB INLET PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	31	EA	\$ 102.98	\$ 3,192.38
					<b>Subtotal \$ 88,983.87</b>

**C. STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
9	18" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,464	LF	\$ 67.58	\$ 98,937.12
10	24" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,581	LF	\$ 85.23	\$ 134,748.63
11	30" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	829	LF	\$ 116.77	\$ 96,802.33
12	36" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	432	LF	\$ 153.91	\$ 66,489.12
13	4x3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	563	LF	\$ 329.19	\$ 185,333.97
14	7x3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	300	LF	\$ 579.51	\$ 173,853.00
15	7x4' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	726	LF	\$ 642.71	\$ 466,607.46
16	8x4' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	47	LF	\$ 799.05	\$ 37,555.35
17	STANDARD HEADWALL AND ENERGY DISSIPATORS, 18" PIPE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 5,476.54	\$ 5,476.54
18	STANDARD HEADWALL AND ENERGY DISSIPATORS, 36" PIPE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 7,225.88	\$ 7,225.88
19	STANDARD STORM MANHOLE, 4' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 4,426.25	\$ 4,426.25
20	STANDARD STORM MANHOLE, 5' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 5,619.49	\$ 50,575.41
21	STANDARD STORM MANHOLE, 6' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 6,976.30	\$ 6,976.30
22	10'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 15,620.09	\$ 15,620.09
23	9'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 15,029.91	\$ 15,029.91
24	9'X4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 14,327.10	\$ 14,327.10
25	REMOVE PLUG AND CONNECT TO EXISTING 36" RCP	1	EA	\$ 1,256.18	\$ 1,256.18
26	REMOVE PLUG AND CONNECT TO EXISTING 30" RCP	2	EA	\$ 1,256.18	\$ 2,512.36
27	END AND PLUG FOR FUTURE CONNECTION	3	EA	\$ 1,488.94	\$ 4,466.82
28	REMOVE 9'X4' RCB PLUG AND CONNECT TO EXISTING	1	EA	\$ 2,652.64	\$ 2,652.64
29	10' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	31	EA	\$ 6,142.63	\$ 190,421.53
30	4'X4' AREA INLET, COMPLETE AND IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 4,610.61	\$ 9,221.22
31	ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	14	EA	\$ 552.79	\$ 7,739.06
32	TRENCH SAFETY SYSTEM,, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5,942	LF	\$ 1.08	\$ 6,417.36
					<b>Subtotal \$ 1,604,671.63</b>

**D. WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
33	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER (ALL DEPTHS) - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,902	LF	\$ 62.83	\$ 496,482.66
34	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	44	EA	\$ 6,899.17	\$ 303,563.48
35	WASTEWATER MANHOLE STANDARD RING AND COVER, INCLUDING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS	44	EA	\$ 1,003.37	\$ 44,148.28
36	COATING FOR WASTEWATER MANHOLES COMPLETE IN PLACE AS DETAILED AND SPECIFIED	44	EA	\$ 1,487.27	\$ 65,439.88
37	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	71	EA	\$ 3,968.92	\$ 281,793.32
38	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	18	EA	\$ 3,045.04	\$ 54,810.72
37	EXISTING MANHOLE CASTING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED ALONG	4	EA	\$ 3,023.48	\$ 12,093.92
37	CORE INTO EXISTING MANHOLE AND CONNECT PROPOSED 8" WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 3,341.24	\$ 6,682.48
38	8" WASTEWATER PLUG, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5	EA	\$ 506.62	\$ 2,533.10
39	REMOVE PLUG AND CONNECT TO EXISTING WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 2,638.66	\$ 7,915.98
38	16" STEEL ENCASUREMENT, TO INCLUDE ALL APPURTENANCES NOT SPECIFIED IN THIS BID BUT NOT LIMITED TO FITTINGS AND TESTING,	103	LF	\$ 169.72	\$ 17,481.16
39	TESTING	7,902	LF	\$ 1.98	\$ 15,645.96
40	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,902	LF	\$ 1.08	\$ 8,534.16
					<b>Subtotal</b> \$ 1,317,125.10

**E. EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
41	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	10891	CY	\$ 5.58	\$ 60,771.78
42	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	6126	CY	\$ 3.74	\$ 22,911.24
43	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	43731	CY	\$ 5.58	\$ 244,018.98
44	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	42801	CY	\$ 3.74	\$ 160,075.74
45	IMPORT OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
46	EXPORT OF EXCESS MATERIAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
					<b>Subtotal</b> \$ 487,777.74

**F. PAVING (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
47	SUB GRADE PREPARATION - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25,450	SY	\$ 1.94	\$ 49,373.00
48	8" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25,450	SY	\$ 13.97	\$ 355,536.50
49	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	18,994	SY	\$ 16.43	\$ 312,071.42
50	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11,846	LF	\$ 18.21	\$ 215,715.66
51	CONCRETE SIDEWALKS, 4 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,681	SY	\$ 49.35	\$ 82,957.35
52	SIDEWALK CURB RAMP, TYPE 1B, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	28	EA	\$ 1,115.92	\$ 31,245.76
					<b>Subtotal</b> \$ 1,046,899.69

**G. MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
53	TRAFFIC SIGNS, (STOP SIGN W/STREET NAME SIGNS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 4,888.91	\$ 4,888.91
54	NOVARA ML 450 LVC 3000K TYPE II STREET LIGHT	10	EA	\$ 5,227.30	\$ 52,273.00
55	STREET END BARRICADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 1,111.12	\$ 10,000.08
56	MISCELLANEOUS THERMOPLASTIC STRIPING (CROSSWALKS, STOP BARS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 2,439.04	\$ 2,439.04
					<b>Subtotal</b> \$ 69,601.03

**H. LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
57	PERFECT CUTS LANDSCAPING	1	LS	\$ 624,656.84	\$ 624,656.84
					<b>Subtotal</b> \$ 624,656.84

**SUMMARY OF ESTIMATED PROJECT COSTS**

	DESCRIPTION	TOTAL COST
A.	MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 204,859.24
B.	EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)	\$ 88,983.87
C.	STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)	\$ 1,604,671.63
D.	WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)	\$ 1,317,125.10
E.	EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 487,777.74
F.	PAVING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 1,046,899.69
G.	MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)	\$ 69,601.03
H.	LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)	\$ 624,656.84
	<b>Project Subtotal</b>	<b>\$ 5,444,575.14</b>
	<b>Contingency (10%)</b>	<b>\$ 544,457.51</b>
	<b>Total Estimated Project Costs</b>	<b>\$ 5,989,032.65</b>
	Cost per lot	34,028.59

**MAJOR PID IMPROVEMENTS**

**A. MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	MOBILIZATION	1	LS	\$ 59,760.20	\$ 59,760.20
2	SITE PREPARATION TO REMOVE TREES, STUMPS, VEGETATION, RUBBISH, DEBRIS, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL PER THE SPECIFICATIONS AND MAINTAIN POSITIVE DRAINAGE FOR THE ENTIRE SITE. INCLUDES DISPOSAL OF CLEARED MATERIAL.	5.2	AC	\$ 3,143.65	\$ 16,284.11
					<b>Subtotal</b> \$ 76,044.31



**B. EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
3	STABILIZED CONSTRUCTION ENTRANCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,099.65	\$ 2,199.30
4	REVEGETATION OF RIGHT-OF-WAY WITH HYDROMULCH SEEDING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,066	SY	\$ 1.73	\$ 12,224.18
5	SILT FENCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	821	LF	\$ 4.38	\$ 3,595.98
6	ROCK BERM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	28	LF	\$ 48.78	\$ 1,365.84
7	CURB INLET PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11	EA	\$ 102.98	\$ 1,132.78
				<b>Subtotal</b>	<b>\$ 20,518.08</b>

**C. STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
8	18" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	351	LF	\$ 66.82	\$ 23,453.82
9	30" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	58	LF	\$ 114.17	\$ 6,621.86
10	36" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	754	LF	\$ 156.19	\$ 117,767.26
11	4'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	98	LF	\$ 322.03	\$ 31,558.94
12	6'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	634	LF	\$ 585.05	\$ 370,921.70
13	7'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	243	LF	\$ 524.96	\$ 127,565.28
14	6'X6' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 8,504.05	\$ 8,504.05
15	9'X4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 15,636.96	\$ 15,636.96
16	9'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 15,438.22	\$ 15,438.22
17	10'X10' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 25,157.02	\$ 25,157.02
18	STANDARD HEADWALL PER TXDOT DETAIL FW-0, TO INCLUDE RIP RAP, 6'X3' PIPE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 49,595.19	\$ 49,595.19
19	STANDARD HEADWALL PER TXDOT DETAIL FW-0, 6'X3' PIPE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 25,927.50	\$ 25,927.50
20	STANDARD HEADWALL PER TXDOT DETAIL SW-0, 4'X3' PIPE, TO INCLUDE SAFETY END TREATMENT, COMPLETE IN PLACE AS DETAILED	1	EA	\$ 11,483.20	\$ 11,483.20
21	STANDARD STORMWATER MANHOLE, 5 FOOT DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5	EA	\$ 5,420.47	\$ 27,102.35
22	BRICK PLUG FOR 30" STORM SEWER FUTURE CONNECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 2,761.05	\$ 2,761.05
23	10' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11	EA	\$ 5,797.52	\$ 63,772.72
24	ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 495.08	\$ 4,455.72
25	TRENCH SAFETY SYSTEM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,138	LF	\$ 1.08	\$ 2,309.04
				<b>Subtotal</b>	<b>\$ 930,031.88</b>

**D. EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
26	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	2399	CY	\$ 5.58	\$ 13,386.42
27	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	6198	CY	\$ 3.74	\$ 23,180.52
28	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	62	CY	\$ 5.58	\$ 345.96
29	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	801	CY	\$ 3.74	\$ 2,995.74
30	IMPORT OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
31	EXPORT OF EXCESS MATERIAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
				<b>Subtotal</b>	<b>\$ 39,908.64</b>

**E. ROADWAY (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
32	SUB GRADE PREPARATION -- COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11,266	SY	\$ 1.94	\$ 21,856.04
33	16" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3,291	SY	\$ 26.58	\$ 87,474.78
34	8" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,975	SY	\$ 13.97	\$ 111,410.75
35	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,390	SY	\$ 20.11	\$ 48,062.90
36	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5,238	SY	\$ 16.43	\$ 86,060.34
37	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	6,412	LF	\$ 18.21	\$ 116,762.52
38	CONCRETE SIDEWALKS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	732	SY	\$ 49.35	\$ 36,124.20
39	SIDEWALK CURB RAMP, TXDOT TYPE 1, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	8	EA	\$ 1,115.92	\$ 8,927.36
40	SIDEWALK CURB RAMP, TXDOT TYPE 7, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,115.92	\$ 2,231.84
41	SIDEWALK CURB RAMP, TXDOT TYPE 21, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,115.92	\$ 2,231.84
42	SIDEWALK CURB RAMP, TYPE 1B, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 1,115.92	\$ 3,347.76
				<b>Subtotal</b>	<b>\$ 524,490.33</b>

**F. MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)**

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
43	TRAFFIC SIGNS, (STOP SIGN W/ STREET NAME SIGNS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 4,888.91	\$ 4,888.91
44	NOVARA ML 450 LVC 3000K TYPE II STREET LIGHT	3	EA	\$ 5,227.30	\$ 15,681.90
45	STREET END BARRICADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,111.12	\$ 2,222.24
46	MISCELLANEOUS THERMOPLASTIC STRIPING (CROSSWALKS, STOP BARS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 1,300.82	\$ 1,300.82
				<b>Subtotal</b>	<b>\$ 24,093.87</b>

**G. TRAILS**

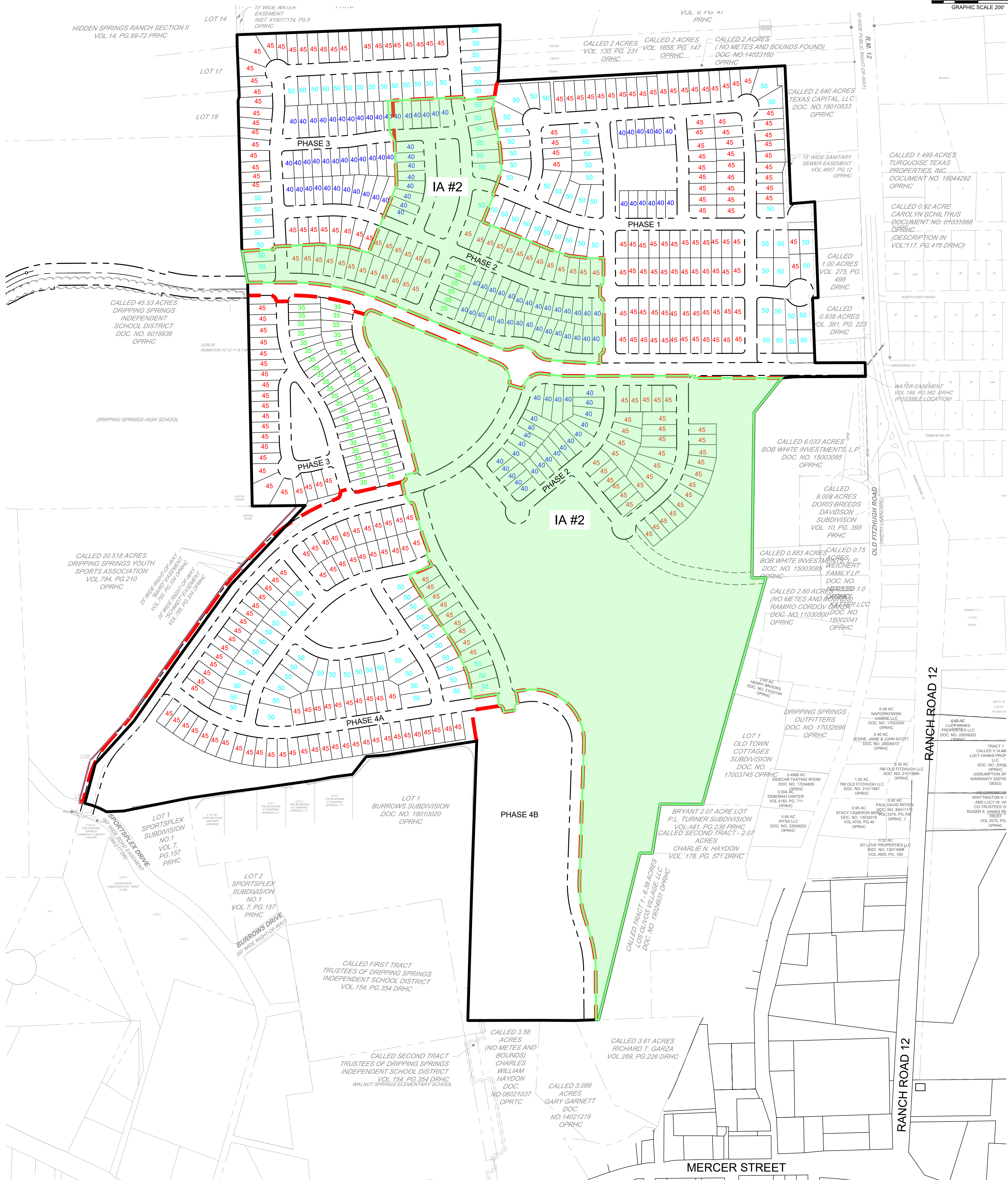
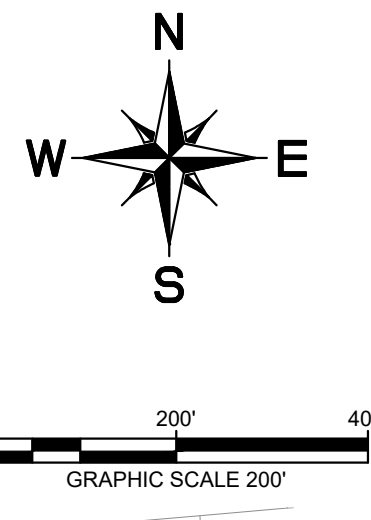
	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
47	8' SHARED USE PATH SIDEWALK, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3,917	SY	\$ 49.48	\$ 193,813.16
				<b>Subtotal</b>	<b>\$ 193,813.16</b>

**SUMMARY OF MAJOR INFRASTRUCTURE**

	DESCRIPTION	TOTAL COST
A.	MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 76,044.31
B.	EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)	\$ 20,518.08
C.	STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)	\$ 930,031.88
D.	EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 39,908.64
E.	ROADWAY (INCLUDED IN ROADWAY IN SUMMARY)	\$ 524,490.33
F.	MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)	\$ 24,093.87
G.	TRAILS	\$ 193,813.16
	<b>Project Subtotal</b>	<b>\$ 1,808,900.27</b>

# **Exhibit E**

## **Lot Mix Exhibit**

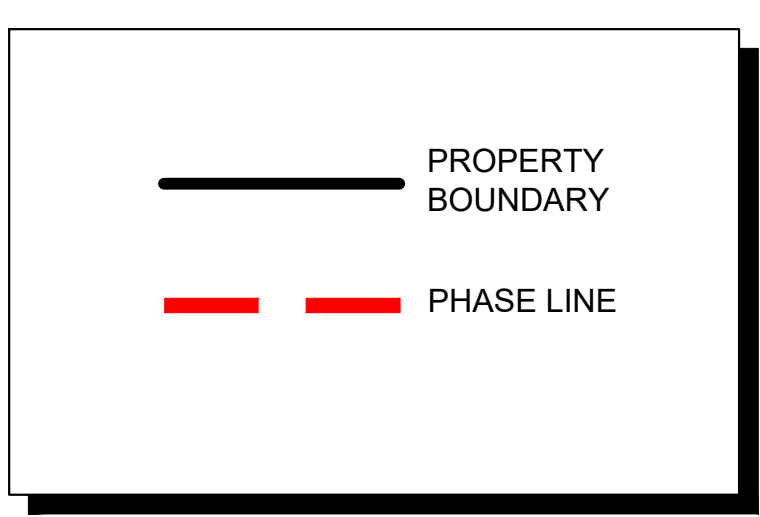


# EXHIBIT E

# HERITAGE PDD Compliant Overall Residential Lot Size Exhibit

Dripping Spring, Texas  
March 2024

HERITAGE PDD COMPLIANT RESIDENTIAL LOT MIX							
Medium Density Detached							
Product	Phase 1	Phase 2	Phase 3	Phase 4A	Phase 4B	Lots	Percent
40's	12	14	34			60	12%
45's	100	74	59	75		308	63%
50's	46	12	25	39		122	25%
<b>Subtotal MDD</b>	<b>158</b>	<b>100</b>	<b>118</b>	<b>114</b>	<b>0</b>	<b>490</b>	<b>70%</b>
High Density Detached							
Product						Lots	Percent
35's		6	45			51	49%
40's		54				54	51%
<b>Subtotal HDD</b>	<b>0</b>	<b>60</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>105</b>	<b>15%</b>
High Density Attached							
Product						Lots	Percent
MF						105	15%
<b>Total Lots</b>	<b>158</b>	<b>160</b>	<b>163</b>	<b>114</b>	<b>105</b>	<b>700</b>	



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Plotted By: Flynn, Alyssa Date: March 21, 2024 09:26:06am File Path: K:\US\_Civil\067763117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\Overall Lotting Exhibit - IA2.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Please do not disseminate or use this information without written authorization and adaptation by Kinney-Horn and Associates, Inc.

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**AGENDA ITEM COVER SHEET**

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**SUBJECT:**

Discuss and consider approval of an Ordinance Authorizing the Issuance of the "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)"; Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and other Agreements and Documents in Connection therewith; Making Findings with Respect to the Issuance of such Bonds; and Providing an Effective Date.

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**ITEM SUMMARY/SPECIAL CONSIDERATIONS:**

On November 14, 2017, the Council adopted Resolution No. 2017-74 authorizing the creation of the Heritage Public Improvement District (the "PID") after a public hearing in accordance with Chapter 372, Texas Local Government Code, as amended (the "PID Act"). The PID is expected to be developed in phases, which began with an area designated as "Improvement Area #1" within the District ("Improvement Area #1"), and is continuing with the development of an area encompassing approximately 75.57 acres designated as "Improvement Area #2." The PID consists of approximately 188.943 acres. Improvement Area #2 is expected to include approximately 160 lots and the future improvement areas are expected to include approximately 277 lots and approximately 105 multifamily units. The City is authorized by the PID Act to issue revenue bonds payable from the Assessments levied within Improvement Area #2 for the purpose of paying a portion of the actual costs of the authorized improvements constructed for the benefit of property within Improvement Area #2 of the PID.

On August 20, 2024, the Council approved the form and content of the Preliminary Limited Offering Memorandum (the "PLOM") related to the City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project) (the "PID Bonds") and authorized the PLOM to be used and distributed by FMSbonds, Inc. (the "Underwriter") to investors in connection with the marketing and sale of the PID Bonds. As described in the PLOM, the PID Bonds do not carry a credit rating. Accordingly, the PLOM limits the initial offering of the PID Bonds only to "Accredited Investors" and "Qualified Institutional Buyers" under federal securities law, and the PID Bonds must be sold in minimum denominations of \$25,000 of principal amount and any integral multiple of \$1,000 in excess thereof.

Pursuant to the PID Act, the proposed "Improvement Area #2 Assessment Roll" and service and assessment plan were filed with the City Secretary and the statutory notice of the public hearing to be held by the City Council on September 17, 2024 was published on August 28, 2024, advising that the City Council would consider the levy of the proposed assessments (the "Assessments") on real property within Improvement Area #2 of the PID. The City Secretary, pursuant to the PID Act, additionally mailed notice of the public hearing to consider the proposed Improvement Area #2 Assessment Roll and the Amended and Restated Service and Assessment Plan ("SAP") and the levy of the Assessments on property within Improvement Area #2 of the District to the owners of the property liable for the Assessments.

The attached ordinance (the "Bond Ordinance") authorizes the issuance and sale of the PID Bonds and approves the attached Indenture of Trust, Bond Purchase Agreement, and Continuing Disclosure Agreement of the City. The Indenture of Trust will be entered into by and between the City and Wilmington Trust, National Association (the "Trustee") whereby the City will pledge and grant to the Trustee for the benefit of the bondholders a security interest in the Trust Estate, which consists primarily of the Assessments. The PID Bonds are special, limited obligations of the City that are payable only from Assessments and related funds as described in the Indenture of Trust, and the City has no obligation to pay the PID Bonds out of any other sources. The Indenture of Trust additionally creates the Pledged Revenue Fund, Project Collection Fund, Bond Fund, Project Fund, Reserve Fund, and Administrative Fund, all of which will be held by the Trustee. The Bond Purchase Agreement will be entered into by and between the City and the Underwriter, whereby the Underwriter agrees to purchase the PID Bonds from the City, and the City agrees to sell and deliver the PID Bonds to the Underwriter subject to the terms and conditions set forth in the Bond Purchase Agreement. The Continuing Disclosure Agreement of the City will be executed by and between the City, P3Works, LLC (the "PID Administrator"), and Wilmington Trust, National Association, as the dissemination

agent, for the benefit of the bondholders. The Continuing Disclosure Agreement requires the City to provide certain financial and operating data to the Municipal Securities Rulemaking Board on an annual basis.

Attached to the Bond Ordinance is a copy of the Indenture of Trust, the Bond Purchase Agreement, and the City's Continuing Disclosure Agreement related to the issuance of the PID Bonds. The attachments will be completed and finalized after the sale is finalized. The form and substance of the final Limited Offering Memorandum (the "Offering Memorandum"), which is substantially similar to the form and substance of the PLOM and will be finalized after the sale of the PID Bonds, is also approved and adopted pursuant to the Bond Ordinance.

The PID Bonds will be utilized to reimburse M/I Homes of Austin, LLC (the "Developer") for eligible improvements within Improvement Area #2 of the PID. Unlike traditional general obligation bonds, the City will not receive the proceeds of the PID Bonds. The proceeds of the PID Bonds will instead be held by the Trustee, per the attached Indenture of Trust. The City's PID Administrator, P3 Works, will be responsible for coordinating with the City, Trustee, and the Developer to ensure that disbursements are administered in accordance with the various documents between the City and the Developer.

The PID Bonds will never constitute an indebtedness or general obligation of the City but are special obligations of the City payable solely from the Assessments on property within Improvement Area #2 of the PID. Repayment of the PID Bonds is contingent on owners of land within Improvement Area #2 of the PID making the annual installment payments to generate assessment revenue. The City has no legal or moral obligation to repay the PID Bonds from any other source other than the pledged revenues, as set forth in the Indenture of Trust.

**COMMENTS**

The PID Bonds are currently anticipated to close on October 16, 2024.

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**ATTACHMENTS:**

Bond Ordinance (including all attachments to be updated following pricing)

**ORDINANCE NO. 2024-\_\_**

**AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City on February 9, 2016 (the "Original Petition") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the extraterritorial jurisdiction of the City to be known as Heritage Public Improvement District (the "District" or "PID") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, an amended and restated petition was submitted and filed with the City Secretary of the City on June 29, 2017 (the "Amended and Restated Petition") pursuant to the PID Act which amended, restated and replaced the Original Petition in its entirety, and requested the creation of the District to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, the Amended and Restated Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Hays Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on November 14, 2017, after due notice, the City Council of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the Amended and Restated Petition as required by Section 372.009 of the PID Act and on November 14, 2017 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-74 (the "Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of Creation Resolution, on November 30, 2017, the City published notice of its authorization of the creation of the District in *The Dripping Springs Century News*, a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of the Creation Resolution; and

WHEREAS, the District is being developed in phases, including the development of an area encompassing approximately 75.57 acres within the District designated as "Improvement Area #2" ("Improvement Area #2"); and

WHEREAS, pursuant to the PID Act, the proposed "*Improvement Area #2 Assessment Roll*" and service and assessment plan were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the Act, the statutory notice of a public hearing to be held by the City Council on September 17, 2027 was published on August 28, 2024, advising that the City Council would consider the levy of the proposed assessments (the "Improvement Area #2 Assessments") on real property within Improvement Area #2 of the District was published in *The Wimberley View* and *The Dripping Springs Century News*, each a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #2 Assessment Roll and the Service and Assessment Plan (as defined herein) and the levy of the Improvement Area #2 Assessments on property within Improvement Area #2 of the District to the address of record at Hays Central Appraisal District, such address being the last known address of the owners of the property liable for the Improvement Area #2 Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on September 17, 2024, held a public hearing to consider the levy of the proposed Improvement Area #2 Assessments on property within Improvement Area #2 of the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #2 Assessment Roll, and the proposed Improvement Area #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #2 Assessments, the allocation of the Actual Costs (as defined in the attached Service and Assessment Plan) of the authorized improvements to be undertaken for the benefit of all property to be assessed within Improvement Area #2 of the District (the "Improvement Area #2 Authorized Improvements"), the purposes of the Improvement Area #2

Assessments, the special benefits of the Improvement Area #2 Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #2 Assessments; and

WHEREAS, the City Council finds and determines that the Heritage Public Improvement District Amended and Restated Service and Assessment Plan, which includes the Improvement Area #2 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Administrator (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Improvement Area #2 Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Improvement Area #2 Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Improvement Area #2 Authorized Improvements as described in the Service and Assessment Plan, the Improvement Area #2 Assessment Roll, or the levy of the Improvement Area #2 Assessments; and

WHEREAS, in connection with the levy of the Improvement Area #2 Assessments, concurrently herewith, the owners (the "Landowners") of the privately-owned and taxable property located within Improvement Area #2 will each execute a landowner certificate, wherein the Landowners, among other things, approve and accept this Ordinance and the Service and Assessment Plan, including the Improvement Area #2 Assessment Roll, consents to and accepts the levy of the Improvement Area #2 Assessments against their property located within the District and agree to pay the Improvement Area #2 Assessments; and

WHEREAS, the City Council closed the public hearing on September 17, 2024, and, after considering all oral, written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. The Service and Assessment Plan attached to this Ordinance as **Exhibit A** has been presented to and reviewed by the City Council and the City Council hereby approves said Service and Assessment Plan and adopts the attached Service and Assessment Plan as the service



plan and assessment plan for Improvement Area #2 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 4. The Improvement Area #2 Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the improvements that will benefit and serve all of the property within Improvement Area #2 of the District (the "*Improvement Area #2 Improvements*") and Improvement Area #2's allocable share of Major Improvements (as defined in the Service and Assessment Plan) (the "*Improvement Area #2 Major Improvements*" and, together with the Improvement Area #2 Improvements, the "*Improvement Area #2 Projects*"). The Improvement Area #2 Improvements benefit and serve all of the property within Improvement Area #2 of the District and are set forth in Section III of the Service and Assessment Plan.

Section 5. The City Council hereby finds and determines upon the evidence presented in reference to the property located within Improvement Area #2 of the District that: (i) the enhancement and value to accrue to Improvement Area #2 of the District and the real and true owner or owners thereof by virtue of construction of the Improvement Area #2 Projects will be equal to or in excess of the amount of the cost of the proposed Improvement Area #2 Projects; (ii) that the apportionment of the costs of the Improvement Area #2 Projects and the Improvement Area #2 Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the Improvement Area #2 Projects on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Improvement Area #2 Projects in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the Improvement Area #2 Projects and Improvement Area #2 Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #2 of the District, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the PID Act and the proceedings of the City Council. The cost of said Improvement Area #2 Projects is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit H-1 and Exhibit H-2 of the Service and Assessment Plan attached hereto.

Section 6. There shall be and is hereby levied and assessed against the property within Improvement Area #2 of the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit H-1 and Exhibit H-2 of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 7. The sums assessed against property located within Improvement Area #2 of the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which

same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Improvement Area #2 Assessment Roll attached as Exhibit H-1 and Exhibit H-2 to the Service and Assessment Plan.

Section 8. (a) The levy of the Improvement Area #2 Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the Improvement Area #2 Projects to be assessed against the property within Improvement Area #2 of the District, shall be as set forth in the Service and Assessment Plan.

(c) Improvement Area #2 Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Improvement Area #2 Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Improvement Area #2 Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Improvement Area #2 Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Improvement Area #2 Projects, including debt service on obligations issued to pay the costs of the Improvement Area #2 Projects, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 9. This Ordinance incorporates by reference all provisions and requirements of the PID Act.

Section 10. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have

passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 11. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

Section 12. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Improvement Area #2 Assessment Roll, to be filed with the Hays County Clerk, not later than the seventh day after the date the City Council adopts this ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update (or as otherwise required by the PID Act).

Section 13. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Hays County Tax Assessor-Collector is hereby appointed and designated as the collector of the Improvement Area #2 Assessments (the "Collector"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the City Council.

*[Remainder of page left blank intentionally]*

PASSED AND APPROVED on September 17, 2024.

CITY OF DRIPPING SPRINGS, TEXAS

\_\_\_\_\_  
Bill Foulds, Mayor

[CITY SEAL]

ATTEST:

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

APPROVED AS TO FORM

\_\_\_\_\_  
Laura Mueller, City Attorney

**EXHIBIT A**

**HERITAGE PUBLIC IMPROVEMENT DISTRICT  
SERVICE AND ASSESSMENT PLAN**

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed
<b>CITY - GENERAL FUND</b>					
<b>Balance Forward</b>	<b>3,712,517.47</b>	<b>3,804,637.39</b>	<b>92,119.92</b>	<b>4,597,656.14</b>	<b>2,687,768.99</b>
<b>Revenue</b>					
AD Valorem	3,389,487.36	3,389,487.36	-	3,298,589.71	3,707,356.54
AV P&I	4,000.00	4,000.00	-	9,264.19	4,000.00
Sales Tax	3,800,000.00	3,800,000.00	-	4,669,851.69	4,500,000.00
Mixed Beverage	75,000.00	75,000.00	-	100,000.00	100,000.00
Alcohol Permits	9,000.00	9,000.00	-	6,690.00	6,500.00
Fire Inspections	50,000.00	50,000.00	-	65,000.00	50,000.00
Bank Interest	50,000.00	50,000.00	-	185,000.00	150,000.00
Development Fees:					
- Subdivision	638,875.00	638,875.00	-	400,000.00	295,100.00
- Site Dev	850,000.00	850,000.00	-	500,000.00	400,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00	-	145,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00	-	1,500,000.00	1,500,000.00
Transportation Improvements Reimbursements	240,000.00	240,000.00	-	240,000.00	1,010,000.00
Solid Waste	45,000.00	45,000.00	-	68,000.00	55,000.00
Health Permits/Inspections	75,000.00	75,000.00	-	80,000.00	75,000.00
Municipal Court					
Other Income	40,000.00	40,000.00	-	40,000.00	40,000.00
TXF from Capital Improvements					
TXF DSRP On Call	10,400.00	10,400.00	-	10,400.00	
TXF from HOT				200,000.00	55,000.00
TXF from WWU					
TXF from TIRZ	100,558.00	100,558.00	-	100,558.00	-
TXF from Sidewalk Fund					29,000.00
FEMA	-	-	-	103,775.15	
CARES Act	-	-	-		
Opioid Abatement	-	-	-		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-		
<b>Total</b>	<b>14,654,837.83</b>	<b>14,746,957.75</b>	<b>92,119.92</b>	<b>16,319,784.88</b>	<b>14,729,725.53</b>
<b>Expense</b>					
Supplies	35,000.00	35,000.00	-	37,000.00	37,000.00
Office IT Equipment and Support	139,499.00	139,499.00	-	145,000.00	117,329.00
Software Purchase, Agreements and Licenses	192,000.00	192,000.00	-	192,000.00	301,251.76
Website	6,800.00	6,800.00	-	6,916.24	7,000.00
Communications Network/Phone	58,395.84	58,395.84	-	67,000.00	85,221.64
Miscellaneous Office Equipment	10,300.00	10,300.00	-	10,300.00	10,000.00
Utilities:					
- Street Lights	20,000.00	20,000.00	-	20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00	-	4,000.00	4,000.00
- Office Electric	5,500.00	5,500.00	-	10,350.00	8,000.00
- Office Water	650.00	650.00	-	1,600.00	750.00
- DT Restroom Electric					2,000.00
- DT Restroom Water					2,000.00
- Stephenson Electric	1,500.00	1,500.00	-	1,000.00	1,500.00
- Stephenson Water	500.00	500.00	-	600.00	800.00
Transportation:					
- Improvement Projects	1,140,000.00	1,140,000.00	-	1,873,000.00	790,000.00
- Street & ROW Maintenance	211,005.00	211,005.00	-	125,000.00	215,075.00
- Street Improvements	660,000.00	660,000.00	-	899,954.62	-
Office Maintenance/Repairs	19,860.00	19,860.00	-	19,860.00	36,880.00
Stephenson Building Maintenance	550.00	550.00	-	550.00	2,500.00
Maintenance Equipment	8,500.00	8,500.00	-	8,500.00	115,500.00
Equipment Maintenance	6,750.00	6,750.00	-	6,750.00	17,750.00
Maintenance Supplies	6,500.00	6,500.00	-	6,500.00	6,500.00
Fleet Acquisition	361,000.00	361,000.00	-	325,000.00	50,000.00
Fleet Maintenance	78,020.00	78,020.00	-	78,020.00	103,238.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 9.
City Hall Improvements	556,000.00	556,000.00	-	10,000.00	1,100,000.00	
Maintenance Facility	-	-	-	-	-	
Uniforms	17,500.00	17,500.00	-	17,500.00	17,500.00	
Special Projects:			-			
- Family Violence Ctr	7,000.00	7,000.00	-	7,000.00	7,000.00	
- Lighting Compliance	2,000.00	2,000.00	-	2,000.00	2,000.00	
- Economic Development	5,000.00	5,000.00	-	5,000.00	5,000.00	
- Records Management	1,220.00	1,220.00	-	1,220.00	720.00	
- Government Affairs	-	-	-	-	50,000.00	
- Stephenson Parking Lot Improvements			-			
- Stephenson Building Rehabilitation	92,025.00	92,025.00	-	135,000.00	-	
- Planning Consultant	165,000.00	257,119.92	92,119.92	92,119.92	30,000.00	
- Land Acquisition	10,000.00	10,000.00	-	67,500.00	10,000.00	
- Downtown Bathroom	200,000.00	200,000.00	-	200,000.00	-	
- City Hall Planning	20,000.00	20,000.00	-			
Public Safety:			-			
- Emergency Management Equipment	79,200.00	79,200.00	-	80,000.00	67,500.00	
- Emergency Equipment Fire & Safety	996.00	996.00	-	1,300.00	611.00	
- Emergency Mgt PR	2,000.00	2,000.00	-	1,500.00	3,000.00	
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00	-	14,500.00	12,299.00	
- Emergency Management Other	-	-	-	-		
- Animal Control	3,400.00	3,400.00	-	3,400.00	3,400.00	
Public Relations	15,300.00	15,300.00	-	15,300.00	15,000.00	
Postage	3,500.00	3,500.00	-	5,500.00	4,500.00	
TML Insurance:			-			
- Liability	27,277.00	27,277.00	-	27,277.00	33,908.00	
- Property	48,810.00	48,810.00	-	54,200.00	67,191.00	
- Workers' Comp	34,656.00	34,656.00	-	52,750.00	42,497.00	
Dues, Fees, Subscriptions	31,500.00	31,500.00	-	90,114.00	74,462.85	
Public Notices	2,000.00	2,000.00	-	3,500.00	2,600.00	
City Sponsored Events			-			
Election	8,000.00	8,000.00	-	-	8,000.00	
Salaries	3,238,716.65	3,238,716.65	-	2,914,844.99	3,936,374.84	
Taxes	259,605.82	259,605.82	-	233,645.24	309,012.18	
Benefits	279,323.88	279,323.88	-	251,391.49	315,432.63	
Retirement	185,186.55	185,186.55	-	166,667.89	214,341.87	
DSRP Salaries	540,752.60	540,752.60	-	540,752.60	293,829.00	
DSRP Taxes	43,887.57	43,887.57	-	43,887.57	23,737.92	
DSRP Benefits	66,694.30	66,694.30	-	66,694.30	35,267.45	
DSRP Retirement	31,931.44	31,931.44	-	31,931.44	17,049.43	
Professional Services:			-			
- Financial Services	37,500.00	37,500.00	-	49,250.00	37,500.00	
- Engineering	70,000.00	70,000.00	-	70,000.00	70,000.00	
- Special Counsel and Consultants	49,000.00	49,000.00	-	49,000.00	16,000.00	
- Muni Court	15,500.00	15,500.00	-	8,000.00	15,500.00	
- Bldg. Inspector	750,000.00	750,000.00	-	950,000.00	750,000.00	
- Fire Inspector	40,000.00	40,000.00	-	65,000.00	40,000.00	
- Health Inspector	60,000.00	60,000.00	-	45,000.00	-	
- Architectural and Landscape Consultants	5,000.00	5,000.00	-	4,000.00	5,000.00	
- Historic District Consultant	13,500.00	19,750.00	6,250.00	19,750.00	29,500.00	
- Lighting Consultant	2,000.00	2,000.00	-	2,000.00	2,000.00	
- Human Resource Consultant	28,306.00	28,306.00	-	35,000.00	38,200.00	
Training/CE	84,158.93	84,158.93	-	84,158.93	100,000.00	
Employee Engagement	20,000.00	20,000.00	-	20,000.00	20,000.00	
Meeting Supplies	12,700.00	12,700.00	-	7,500.00	3,120.00	
Code Publication	5,200.00	5,200.00	-	5,200.00	6,461.47	
Mileage	2,000.00	2,000.00	-	1,000.00	2,000.00	
Miscellaneous Office Expense	10,000.00	10,000.00	-	10,000.00	10,000.00	
Bad Debt Expense	-	-	-	-	-	
Contingencies/Emergency Fund	50,000.00	50,000.00	-	50,000.00	61,239.00	239

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed
Coronavirus Local Fiscal Recovery Funds (CLFRF)			-		
Debt Payment 2024	367,000.00	367,000.00	-	-	486,041.67
Debt Payment 2025					865,000.00
TXF to Reserve Fund	500,000.00	500,000.00	-	500,000.00	500,000.00
TXF AV to TIF	668,644.77	528,625.00	(140,019.77)	499,865.31	575,566.14
TXF to TIRZ			-		
Sales Tax TXF to WWU	760,000.00	760,000.00	-	933,970.34	900,000.00
SPA & ECO D TXF	218,880.00	218,880.00	-	268,983.46	259,200.00
TXF to DSRP	-	-	-		
TXF to Capital Improvement Fund	300,000.00	300,000.00	-	-	-
TXF to Vehicle Replacement Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF to WWU			-		
TXF to Founders Day			-		
TXF to Farmers Market	16,679.31	16,679.31	-	16,057.18	16,542.01
<b>Total</b>	<b>13,128,993.66</b>	<b>13,087,343.81</b>	<b>(41,649.85)</b>	<b>12,755,142.51</b>	<b>13,561,681.40</b>

**PARKS - GENERAL FUND**

<b>Revenue</b>					
Sponsorships and Donations	5,000.00	5,000.00	-	2,600.00	5,500.00
City Sponsored Events			-		
Programs and Events	22,600.00	22,600.00	-	6,257.00	9,500.00
Community Service Permit Fees	1,800.00	1,800.00	-	340.00	1,800.00
Aquatics Program Income	55,300.00	55,300.00	-	55,300.00	41,750.00
Pool and Pavilion Rental	20,800.00	20,800.00	-	20,800.00	21,235.00
Park Rental Fees	6,000.00	6,000.00	-	11,468.00	6,000.00
Reimbursement of Utility Costs			-		
TXF from HOT Fund	-	-	-		16,500.00
TXF from Parkland Dedication	541,480.00	554,040.00	12,560.00	554,040.00	8,500.00
TXF from Parkland Development			-		
TXF from Landscaping Fund	3,000.00	3,000.00	-	3,000.00	60,000.00
<b>Total Revenue</b>	<b>655,980.00</b>	<b>668,540.00</b>	<b>12,560.00</b>	<b>653,805.00</b>	<b>170,785.00</b>

<b>Expense</b>					
Other	13,320.00	13,320.00	-	11,820.00	6,500.00
Park Consultants					
Dues Fees and Subscriptions	3,402.00	3,402.00	-	3,402.00	2,575.00
Advertising & Marketing	16,250.00	16,250.00	-	16,250.00	15,500.00
<b>Total Other</b>	<b>32,972.00</b>	<b>32,972.00</b>	<b>-</b>	<b>31,472.00</b>	<b>24,575.00</b>

<b>Public Improvements</b>					
All Parks	156,500.00	156,500.00	-	156,500.00	247,000.00
Triangle Improvement	-	-	-		5,000.00
Rathgeber Improvements	215,000.00	215,000.00	-	274,722.63	-
Founders Park	597,000.00	597,000.00	-	570,000.00	175,000.00
Founders Pool			-		10,000.00
Skate Park	150,000.00	150,000.00	-	150,000.00	25,000.00
S & R Park	54,000.00	66,560.00	12,560.00	66,560.00	70,000.00
Charro Ranch Park	600.00	600.00	-	600.00	-
<b>Total Improvements</b>	<b>1,173,100.00</b>	<b>1,185,660.00</b>	<b>12,560.00</b>	<b>1,218,382.63</b>	<b>532,000.00</b>

<b>Utilities</b>					
Portable Toilets	7,250.00	7,250.00	-	7,250.00	10,000.00
Hays Trinity Groundwater Permit	-	-		-	150.00
Triangle Electric	500.00	500.00	-	500.00	500.00
Triangle Water	500.00	500.00	-	450.00	500.00
Ranch House Network/Phone	8,568.00	8,568.00	-	8,568.00	8,568.00
S&R Park Water	13,000.00	13,000.00	-	13,000.00	13,000.00
SRP Electric	2,500.00	2,500.00	-	2,500.00	2,500.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-	6,000.00	5,200.00
FMP Pool//Electricity	5,000.00	5,000.00	-	5,200.00	4,200.00



	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed
Pool Phone/Network	3,040.00	3,040.00	-	4,400.00	2,500.00
FMP Pool Propane	13,250.00	13,250.00	-	6,500.00	10,000.00
<b>Total Utilities</b>	<b>59,608.00</b>	<b>59,608.00</b>	-	<b>54,368.00</b>	<b>57,518.00</b>
<b>Maintenance</b>					
General Maintenance (All Parks)	9,000.00	9,000.00	-	9,000.00	25,000.00
Trail Washout repairs			-		
Equipment Rental	1,000.00	1,000.00	-	500.00	5,000.00
Founders Pool	36,000.00	36,000.00	-	36,000.00	21,000.00
Founders Park	17,740.00	17,740.00	-	17,740.00	26,000.00
Skate Park Maintenance	500.00	500.00	-	500.00	2,500.00
S&R	42,920.00	42,920.00	-	42,920.00	43,500.00
Charro Ranch Park	9,300.00	9,300.00	-	9,300.00	26,150.00
Triangle/ Veteran's Memorial Park	700.00	700.00	-	700.00	5,700.00
Rathgeber Maintenance			-		
Ranch Park Maintenance	-	-			17,000.00
<b>Total Maintenance</b>	<b>117,160.00</b>	<b>117,160.00</b>	-	<b>116,660.00</b>	<b>171,850.00</b>
<b>Supplies</b>					
General Parks	8,550.00	8,550.00	-	8,550.00	19,600.00
Charro Ranch Supplies	1,250.00	1,250.00	-	1,250.00	1,050.00
Founders Park Supplies	-	-	-		-
Founders Pool Supplies	40,075.00	40,075.00	-	40,075.00	26,200.00
Program and Events	10,950.00	10,950.00	-	10,950.00	10,950.00
DSRP & Ranch House Supplies			-		
Rathgeber Supplies	600.00	600.00	-	750.00	1,504.00
S&R Supplies	400.00	400.00	-	400.00	400.00
<b>Total Supplies</b>	<b>61,825.00</b>	<b>61,825.00</b>	-	<b>61,975.00</b>	<b>59,704.00</b>
<b>Program Staff</b>					
Camp Staff			-		-
Program Event Staff	27,801.76	27,801.76	-	27,801.76	16,840.00
Aquatics Staff	130,642.09	130,642.09	-	130,642.09	126,813.64
<b>Total Staff Expense</b>	<b>158,443.85</b>	<b>158,443.85</b>	-	<b>158,443.85</b>	<b>143,653.64</b>
<b>Total Parks Expenditures</b>	<b>1,603,108.85</b>	<b>1,615,668.85</b>	<b>12,560.00</b>	<b>1,641,301.48</b>	<b>989,300.64</b>
<b>FOUNDERS DAY - GENERAL FUND</b>					
<b>Balance Forward</b>	<b>46,869.01</b>	<b>46,869.01</b>	-	<b>46,869.01</b>	<b>63,778.56</b>
<b>Revenue</b>			-		
Craft booths/Business Booths	6,250.00	6,250.00	-	6,167.25	7,540.00
Food booths	1,300.00	1,300.00	-	1,575.00	1,500.00
BBQ cookers	4,600.00	4,600.00	-	4,950.00	5,115.00
Carnival	14,000.00	14,000.00	-	16,739.00	15,000.00
Parade	4,000.00	4,000.00	-	4,130.00	4,675.00
Sponsorship	90,000.00	90,000.00	-	118,900.00	100,000.00
Parking concession	1,000.00	1,000.00	-	1,522.12	500.00
Electric	3,300.00	3,300.00	-	3,600.00	3,000.00
Misc.			-		
TXF from General Fund			-		
<b>Total</b>	<b>171,319.01</b>	<b>171,319.01</b>	-	<b>204,452.38</b>	<b>201,108.56</b>
<b>Expense</b>					
Publicity	2,500.00	2,500.00	-	1,000.00	1,400.00
Porta-Potties	15,000.00	15,000.00	-	8,368.10	10,000.00
Security	35,000.00	35,000.00	-	37,621.65	38,000.00
Health, Safety & Lighting	30,500.00	30,500.00	-	27,078.02	17,500.00
Transportation	7,000.00	7,000.00	-	5,700.00	10,500.00
Barricades/Traffic Plan	6,500.00	6,500.00	-	8,130.00	21,500.00
Bands/Music/Sound	22,500.00	22,500.00	-	19,436.52	21,500.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed
Clean Up	20,000.00	20,000.00	-	16,925.41	18,500.00
FD Event Supplies	7,750.00	7,750.00	-	4,431.40	1,000.00
Sponsorship	6,000.00	6,000.00	-	2,326.69	3,500.00
Parade	650.00	650.00	-	438.28	500.00
Tent, Tables & Chairs	4,400.00	4,400.00	-	6,992.75	7,000.00
Electricity	2,000.00	2,000.00	-	2,000.00	2,000.00
FD Electrical Setup	225.00	225.00	-	225.00	225.00
Contingencies	-	-	-	-	-
<b>Total expenses</b>	<b>160,025.00</b>	<b>160,025.00</b>	<b>-</b>	<b>140,673.82</b>	<b>156,625.00</b>
<b>Balance Forward</b>	<b>11,294.01</b>	<b>11,294.01</b>	<b>-</b>	<b>63,778.56</b>	<b>44,483.56</b>

**ECLIPSE - 2024**

<b>Revenue</b>					
<b>Sponsorships</b>					
- Sunblock Party	20,000.00	20,000.00	-	20,302.50	-
- Glasses	5,000.00	5,000.00	-	-	-
- Misc. Sponsorships	5,000.00	5,000.00	-	-	-
<b>Sales</b>					
- Glasses	12,000.00	12,000.00	-	59,516.09	-
- T-Shirts	3,500.00	3,500.00	-	-	-
- Other	2,000.00	2,000.00	-	-	-
TXF from HOT	62,709.00	62,709.00	-	62,709.00	-
<b>Total</b>	<b>110,209.00</b>	<b>110,209.00</b>	<b>-</b>	<b>142,527.59</b>	<b>-</b>

<b>Expense</b>					
<b>Merchandise</b>					
- Glasses	14,139.00	14,139.00	-	43,589.73	-
- T-Shirts	2,500.00	2,500.00	-	-	-
- Stickers	1,000.00	1,000.00	-	-	-
- Other	6,000.00	6,000.00	-	-	-
<b>Maintenance</b>	<b>32,670.00</b>	<b>32,670.00</b>	<b>-</b>	<b>31,231.00</b>	<b>-</b>
Block Party	28,500.00	28,500.00	-	3,561.02	-
Other	25,400.00	25,400.00	-	17,301.30	-
<b>Total expenses</b>	<b>110,209.00</b>	<b>110,209.00</b>	<b>-</b>	<b>95,683.05</b>	<b>-</b>

**CONSOLIDATED GENERAL FUND**

<b>Revenue</b>					
City	14,654,837.83	14,746,957.75	92,119.92	16,319,784.88	14,729,725.53
Parks	655,980.00	668,540.00	12,560.00	653,805.00	170,785.00
Founders	171,319.01	171,319.01	-	204,452.38	201,108.56
Eclipse	110,209.00	110,209.00	-	142,527.59	-
<b>Total</b>	<b>15,592,345.84</b>	<b>15,697,025.76</b>	<b>104,679.92</b>	<b>17,320,569.85</b>	<b>15,101,619.09</b>
<b>Expense</b>					
City	13,128,993.66	13,087,343.81	(41,649.85)	12,755,142.51	13,561,681.40
Parks	1,603,108.85	1,615,668.85	12,560.00	1,641,301.48	989,300.64
Founders	160,025.00	160,025.00	-	140,673.82	156,625.00
Eclipse	110,209.00	110,209.00	-	95,683.05	-
<b>Total Expense</b>	<b>15,002,336.50</b>	<b>14,973,246.65</b>	<b>(29,089.85)</b>	<b>14,632,800.86</b>	<b>14,707,607.04</b>
<b>Balance Forward</b>	<b>590,009.34</b>	<b>723,779.11</b>	<b>133,769.77</b>	<b>2,687,768.99</b>	<b>394,012.04</b>

**DRIPPING SPRINGS FARMERS MARKET**

<b>Balance Forward</b>	<b>31,438.39</b>	<b>31,438.39</b>	<b>-</b>	<b>31,438.39</b>	<b>28,193.38</b>
<b>Revenue</b>					
FM Sponsor	4,000.00	4,000.00	-	1,000.00	1,000.00
Grant Income	1,000.00	1,000.00	-	1,000.00	1,000.00
Booth Space	70,000.00	70,000.00	-	55,574.29	66,000.00
Applications	1,800.00	1,800.00	-	1,337.14	1,400.00
Membership Fee	2,000.00	2,000.00	-	2,100.00	2,200.00
Interest Income	1,300.00	1,300.00	-	1,836.38	242

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed <span style="border: 1px solid black; padding: 2px;">Item 9.</span>
Market Event/Merch.	1,000.00	1,000.00	-	200.00	400.00
Transfer from General Fund	16,679.31	16,679.31	-	16,057.18	16,542.01
<b>Total</b>	<b>129,217.70</b>	<b>129,217.70</b>	<b>-</b>	<b>110,543.38</b>	<b>118,535.39</b>

<b>Expense</b>					
Advertising	4,700.00	4,700.00	-	3,700.00	4,700.00
Market Manager	56,968.21	56,968.21	-	57,300.00	60,468.30
Payroll Tax Expense	4,610.07	4,610.07	-	4,750.00	4,877.83
DSFM Benefits	6,676.72	6,676.72	-	6,750.00	7,057.78
Retirement	3,363.97	3,363.97	-	3,450.00	3,508.67
Entertainment& Activities	3,000.00	3,000.00	-	4,000.00	5,000.00
Dues Fees & Subscriptions	200.00	200.00	-	200.00	200.00
Training	100.00	100.00	-	100.00	100.00
Office Expense	200.00	200.00	-	200.00	200.00
Supplies Expense	-	-	-	-	-
Network & Phone	200.00	200.00	-	200.00	200.00
Cleaning & Maintenance	2,200.00	2,200.00	-	1,200.00	2,200.00
Other Expense	-	-	-	-	-
Capital Fund	-	-	-	-	-
Contingency Fund	500.00	500.00	-	500.00	500.00
Transfer to Reserve Fund	35,000.00	35,000.00	-	-	-
<b>Total Expense</b>	<b>117,718.98</b>	<b>117,718.98</b>	<b>-</b>	<b>82,350.00</b>	<b>89,012.58</b>
<b>Balance Forward</b>	<b>11,498.72</b>	<b>11,498.72</b>	<b>-</b>	<b>28,193.38</b>	<b>29,522.81</b>

<b>PARKLAND DEDICATION FUND</b>					
<b>Balance Forward</b>	<b>564,405.81</b>	<b>564,405.81</b>	<b>-</b>	<b>564,405.81</b>	<b>10,365.81</b>
<b>Revenue</b>					
Parkland Fees	-	-	-	-	-
<b>Total Revenue</b>	<b>564,405.81</b>	<b>564,405.81</b>	<b>-</b>	<b>564,405.81</b>	<b>10,365.81</b>

<b>Expense</b>					
Park Improvements	541,480.00	554,040.00	12,560.00	554,040.00	-
TXF to AG Facility	-	-	-	-	-
Master Naturalists	-	-	-	-	-
<b>Total Expenses</b>	<b>541,480.00</b>	<b>554,040.00</b>	<b>12,560.00</b>	<b>554,040.00</b>	<b>-</b>
<b>Balance Forward</b>	<b>22,925.81</b>	<b>10,365.81</b>	<b>(12,560.00)</b>	<b>10,365.81</b>	<b>10,365.81</b>

<b>PARKLAND DEVELOPMENT FUND</b>					
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Revenue</b>					
Parkland Development Fees	-	-	-	-	-
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>Expense</b>					
Transfer to Parks	-	-	-	-	-
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>AG FACILITY FUND</b>					
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>24,500.00</b>	<b>-</b>
<b>Revenue</b>					
Ag Facility Fees	-	-	-	84,800.00	-
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>109,300.00</b>	<b>-</b>

<b>Expense</b>					
TXF to DSRP	-	-	-	109,300.00	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>109,300.00</b>	<b>243</b>

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed
<b>Balance Forward</b>	-	-	-	-	-
<b>LANDSCAPING FUND</b>					
<b>Balance Forward</b>	624,827.64	624,827.64	-	555,567.00	509,067.00
<b>Revenue</b>					
Tree Replacement Fees			-		
<b>Total Revenues</b>	624,827.64	624,827.64	-	555,567.00	509,067.00
<b>Expense</b>					
Sports and Rec Park	-	-	-	-	-
DSRP			-	-	-
FMP	3,000.00	3,000.00	-	3,000.00	
Charro			-	-	-
Historic Districts			-	-	-
Professional Services			-	-	-
Tree Maintenance	25,000.00	41,200.00	16,200.00	41,200.00	25,000.00
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00	-	2,300.00	2,300.00
<b>Total Expense</b>	30,300.00	46,500.00	16,200.00	46,500.00	27,300.00
<b>Balance Forward</b>	594,527.64	578,327.64	(16,200.00)	509,067.00	481,767.00
<b>SIDEWALK FUND</b>					
<b>Balance Forward</b>	1,497.00	1,497.00	-	29,828.96	29,828.96
<b>Revenue</b>					
Fees	-	-	-	-	-
<b>Total Revenues</b>	1,497.00	1,497.00	-	29,828.96	29,828.96
<b>Expense</b>					
Expense	-	-	-	-	29,000.00
<b>Total Expense</b>	-	-	-	-	29,000.00
<b>Balance Forward</b>	1,497.00	1,497.00	-	29,828.96	828.96
<b>DRIPPING SPRINGS RANCH PARK OPERATING FUND</b>					
<b>Balance Forward</b>	242,088.02	242,088.02	-	240,004.35	156,169.49
<b>Revenue</b>					
Stall Rentals	37,200.00	37,200.00	-	45,000.00	40,000.00
RV/Camping Site Rentals	19,000.00	19,000.00	-	26,605.00	21,000.00
Facility Rentals	113,500.00	113,500.00	-	145,000.00	125,000.00
Equipment Rental	6,000.00	6,000.00	-	15,500.00	8,000.00
Sponsorships & Donations	52,275.00	52,275.00	-	11,111.00	52,275.00
Merchandise Sales	22,065.20	22,065.20	-	28,000.00	22,065.20
Riding Permits	9,500.00	9,500.00	-	7,680.00	8,000.00
Staff & Misc. Fees	4,000.00	4,000.00	-	5,000.00	4,000.00
Cleaning Fees	25,000.00	25,000.00	-	25,160.00	25,000.00
General Program and Events:					
- Riding Series	35,000.00	35,000.00	-	32,500.00	35,000.00
- Coyote Camp	137,100.00	137,100.00	-	114,000.00	137,100.00
- Misc. Events	2,000.00	2,000.00	-	54,827.00	12,000.00
- Proqraming	15,100.00	15,100.00	-	40,000.00	53,000.00
- Concert Series			-		
- Ice Rink	329,425.00	320,625.00	(8,800.00)	119,206.00	229,169.00
- Ice Rink Merchandise			-	500.00	500.00
Consessions	-	-	-	987.50	
Other Income	500.00	500.00	-	2,000.00	500.00
Interest	2,000.00	2,000.00	-	8,271.44	4,500.00
TXF from Ag Facility			-	109,300.00	-
TXF from HOT	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00
<b>Total Revenue</b>	1,351,753.22	1,351,753.22	-	1,352,997.29	1,260,000.00

Item 9.

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed
<b>Expense</b>					
Advertising	15,000.00	15,000.00	-	4,332.95	15,000.00
Office Supplies	10,000.00	10,000.00	-	3,500.00	10,000.00
Postage	-	-	-	-	-
DSRP On Call	10,400.00	10,400.00	-	10,400.00	-
Programing Staff	108,246.48	108,246.48	-	95,000.00	154,246.48
Network and Communications	14,518.00	14,518.00	-	16,500.00	9,414.00
IT Equipment & Support	5,000.00	5,000.00	-	5,000.00	3,000.00
Co-Sponsored Events	7,900.00	7,900.00	-	-	7,900.00
Sponsorship Expenses	2,100.00	2,100.00	-	-	2,100.00
Supplies and Materials	13,545.00	13,545.00	-	18,545.00	-
Uniforms	3,500.00	3,500.00	-	1,250.00	1,000.00
Ranch House Supplies	1,000.00	1,000.00	-	500.00	1,000.00
Dues, Fees and Subscriptions	5,127.50	5,127.50	-	6,302.05	5,127.50
Mileage	500.00	500.00	-	500.00	500.00
Equipment	20,000.00	20,000.00	-	20,000.00	5,000.00
House Equipment			-		
Equipment Rental	2,000.00	2,000.00	-	3,500.00	3,000.00
Equipment Maintenance	25,000.00	25,000.00	-	25,000.00	25,000.00
Portable Toilets	2,500.00	2,500.00	-	960.00	960.00
Electric	60,000.00	60,000.00	-	81,000.00	60,000.00
Water	7,000.00	7,000.00	-	18,250.00	7,000.00
Septic	750.00	750.00	-	750.00	750.00
Lift Station Maintenance	12,000.00	12,000.00	-	20,000.00	12,000.00
Propane/Natural Gas	2,500.00	2,500.00	-	3,000.00	2,500.00
On Call Phone	-	-	-		
Alarm	6,660.00	6,660.00	-	8,000.00	13,317.24
Stall Cleaning & Repair	4,000.00	4,000.00	-	4,200.00	4,000.00
Training and Education	12,400.00	12,400.00	-	7,126.85	-
General Program and Events:			-		
- Riding Series	32,000.00	32,000.00	-	26,500.00	28,000.00
- Coyote Camp	16,000.00	16,000.00	-	16,000.00	12,000.00
- Misc. Events	700.00	700.00	-	28,274.44	700.00
- Programing	8,000.00	8,000.00	-	18,250.00	8,000.00
- Concert Series			-		
- Ice Rink	242,719.40	242,719.40	-	291,319.76	229,169.00
Other Expense	20,000.00	20,000.00	-	5,000.00	10,000.00
Improvements	355,000.00	355,000.00	-	200,000.00	320,000.00
Tree Planting			-		
Contingencies	50,000.00	50,000.00	-	68,625.00	30,000.00
Fleet Acquisition	-	-	-		
Fleet Maintenance	5,500.00	5,500.00	-	1,800.00	3,000.00
General Maintenance and Repair	155,697.24	155,697.24	-	115,697.24	149,040.00
Grounds and General Maintenance	21,690.00	21,690.00	-		21,690.00
House Maintenance	10,000.00	10,000.00	-	5,050.00	5,000.00
HCLE	13,200.00	13,200.00	-	13,200.00	13,200.00
Merchandise	17,065.20	17,065.20	-	19,000.00	17,065.20
Sales Tax Remittance	-	-	-	2,349.51	
RV/Parking Lot			-		
TXF to Vehicle Replacement Fund	32,145.00	32,145.00	-	32,145.00	31,906.08
<b>Total Expenses</b>	<b>1,331,363.82</b>	<b>1,331,363.82</b>	<b>-</b>	<b>1,196,827.80</b>	<b>1,221,585.50</b>
<b>Balance Forward</b>	<b>20,389.40</b>	<b>20,389.40</b>	<b>-</b>	<b>156,169.49</b>	<b>41,693.19</b>

**HOTEL OCCUPANCY TAX FUND**

<b>Balance Forward</b>	<b>549,203.99</b>	<b>549,203.99</b>	<b>-</b>	<b>618,439.63</b>	<b>626,259.95</b>
<b>Revenues</b>					
Hotel Occupancy Tax	800,000.00	800,000.00	-	1,105,664.55	900,000.00
Interest	7,200.00	7,200.00	-	18,000.00	245

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed <i>Item 9.</i>
<b>Total</b>	<b>1,356,403.99</b>	<b>1,356,403.99</b>	<b>-</b>	<b>1,742,104.18</b>	<b>1,533,459.95</b>
<b>Expenses</b>					
Advertising	-	-	-	-	300.00
Christmas Lighting Displays	27,290.00	67,290.00	40,000.00	67,290.00	27,290.00
City Sponsored Events	-	-	-	-	-
Historic Districts Marketing	-	-	-	-	-
Signage	8,840.00	8,840.00	-	56,840.00	90,200.00
Arts	20,000.00	20,000.00	-	35,000.00	-
Lighting	-	-	-	-	-
Dues and Fees	12,000.00	12,000.00	-	4,715.00	5,000.00
TXF to Debt Service	88,487.50	88,487.50	-	88,487.50	90,375.00
RV/ Parking Lot	-	-	-	-	-
Software	8,000.00	8,000.00	-	5,500.00	5,000.00
TXF to General Fund	62,709.00	62,709.00	-	262,709.00	55,000.00
TXF to DSVB	233,072.73	233,072.73	-	233,072.73	550,000.00
TXF to Event Center	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00
Grants	39,885.00	39,885.00	-	39,885.00	40,842.00
<b>Total expenses</b>	<b>800,284.23</b>	<b>849,084.23</b>	<b>48,800.00</b>	<b>1,115,844.23</b>	<b>1,194,007.00</b>
<b>Balance Forward</b>	<b>556,119.76</b>	<b>507,319.76</b>	<b>(48,800.00)</b>	<b>626,259.95</b>	<b>339,452.95</b>

**VISITORS BUREAU**

<b>Balance Forward</b>	-	-	-	-	-
<b>Revenue</b>					<b>3,323.83</b>
Fees					
- Brewers Fest	1,000.00	1,000.00	-	900.00	1,000.00
- Wedding Showcase	14,000.00	14,000.00	-	8,796.68	9,000.00
Ticket Sales					
- Brewers Fest	12,000.00	12,000.00	-	16,609.00	17,000.00
- Dripping with Taste	5,000.00	5,000.00	-	5,271.69	-
- Songwriter's Festival	8,500.00	8,500.00	-	9,160.00	9,000.00
Merchandise					
- Brewers Fest	1,000.00	1,000.00	-	-	-
- Songwriters Festival	5,000.00	5,000.00	-	3,131.47	4,000.00
- Eclipse	2,000.00	2,000.00	-	-	-
Sponsorships & Donations					
- Songwriter's Festival	78,000.00	78,000.00	-	25,000.00	70,000.00
- Brewers Fest	-	-	-	1,000.00	1,000.00
- Stars in Dripping Springs	-	-	-	-	20,000.00
Grants					
TXF from HOT Fund	233,072.73	233,072.73	-	233,072.73	550,000.00
Other Revenues	-	-	-	9,390.02	9,000.00
Interest	-	-	-	5,000.00	5,000.00
<b>Total</b>	<b>359,572.73</b>	<b>359,572.73</b>	<b>-</b>	<b>317,331.59</b>	<b>698,323.83</b>

<b>Expense</b>					
Personnel					
- Salaries	144,350.00	144,350.00	-	115,480.00	143,727.90
- Taxes	11,546.78	11,546.78	-	9,237.42	11,499.18
- Benefits	13,430.08	13,430.08	-	10,744.06	14,172.99
- TMRS	8,523.87	8,523.87	-	6,819.10	8,339.81
Dues, Fees and Subscriptions	3,525.00	3,525.00	-	8,000.00	3,065.00
Advertising & Marketing	20,053.00	20,053.00	-	68,000.00	66,742.00
Supplies	1,800.00	1,800.00	-	3,250.00	2,500.00
IT Equipment & Support	-	-	-	304.87	-
Software	25,260.00	25,260.00	-	3,000.00	21,960.00
Training & Education	3,000.00	3,000.00	-	19,350.00	8,000.00
Professional Services					

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed <span style="border: 1px solid black; padding: 2px;">Item 9.</span>
- Marketing Consultant	5,000.00	5,000.00	-	5,000.00	5,000.00
Utilities					
- Water			-		
- Electricity	650.00	650.00	-	925.00	1,000.00
- Phone/Network			-		
Website	7,150.00	7,150.00	-	1,710.00	10,000.00
Office Maintenance/Repairs	13,740.00	13,740.00	-	7,500.00	10,700.00
Office Improvements	-	-	-	-	-
Postage	250.00	250.00	-	250.00	500.00
Other	7,214.00	7,214.00	-	4,000.00	-
Brewers Fest	7,680.00	7,680.00	-	17,358.60	17,675.00
Dripping with Taste	4,700.00	4,700.00	-	2,778.71	-
Songwriter's Festival	68,700.00	68,700.00	-	28,000.00	100,000.00
Wedding Showcases	13,000.00	13,000.00	-	2,300.00	2,000.00
Stars in Dripping Springs	-	-	-	-	40,000.00
Transfer to Capital	-	-	-	-	40,000.00
<b>Total expenses</b>	<b>359,572.73</b>	<b>359,572.73</b>	<b>-</b>	<b>314,007.76</b>	<b>507,681.89</b>
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,323.83</b>	<b>190,641.94</b>

**UTILITY FUND**

<b>Balance Forward</b>	<b>6,393,898.25</b>	<b>7,196,505.62</b>	<b>802,607.37</b>	<b>7,196,505.52</b>	<b>8,730,497.32</b>
<b>Wastewater</b>					
<b>Revenue</b>					
TXF from TWDB	14,715,000.00	14,715,000.00	-	150,000.00	-
Wastewater Service	1,478,767.68	1,478,767.68	-	1,847,406.69	1,672,883.25
Late Fees/Rtn check fees	9,600.00	9,600.00	-	14,887.76	9,000.00
Portion of Sales Tax	760,000.00	760,000.00	-	933,970.34	-
Delayed Connection Fees	5,000.00	5,000.00	-	28,000.00	5,000.00
Line Extensions			-		-
Transfer fees	-	-	-		-
Overuse fees	335,135.58	335,135.58	-	174,000.00	-
Reuse Fees	204,350.00	204,350.00	-	306,920.00	-
FM 150 WWU Line Reimbursement	60,000.00	60,000.00	-	5,000.00	-
Interest			-		-
Other Income			-		-
Reuse Water Income	-	-	-	365.50	-
Developer Reimbursed Costs	927,000.00	994,788.29	67,788.29	245,000.00	-
TXF from General Fund			-		-
<b>Total Revenues</b>	<b>18,494,853.26</b>	<b>18,562,641.55</b>	<b>67,788.29</b>	<b>3,705,550.29</b>	<b>1,686,883.25</b>

<b>Expense</b>					
Administrative and General Expense:					
- Regulatory Expense			-		-
- Planning and Permitting	5,000.00	5,000.00	-	35,000.00	-
Engineering:			-		
- Engineering & Surveying			-		-
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00	-	5,000.00	-
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00	-	13,000.00	-
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00	-	-	-
- Sewer Planning CAD 1971-001	15,000.00	15,000.00	-	2,000.00	-
- Water Planning 1982-001	5,000.00	5,000.00	-	2,000.00	-
- FM 150 WWU Line 1989-001	60,000.00	60,000.00	-	5,000.00	-
- Parallel West Interceptor Design& Cost			-	-	-
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00	-	5,000.00	-
- TLAP Renewal application 1732-001	10,000.00	10,000.00	-		-
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00	-	25,000.00	-
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	100,000.00	-	20,000.00	-
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00	-	15,000.00	-
- Cannon Tract - 1842-001	2,000.00	2,000.00	-	7,500.00	-

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 9.
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00	-	40,000.00	-	
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00	-	7,500.00	-	
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	75,000.00	-	40,000.00	-	
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	5,000.00	-	-	-	
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00	-	20,000.00	-	
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00	-	
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00	-	
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	25,000.00	-	
- TLAP Renewal application	-	-	-	-	-	
System Operations and Maintenance:						
- Routine Operations	87,000.00	87,000.00	-	19,584.86	95,700.00	
- Non-Routine Operations	85,800.00	85,800.00	-	31,744.67	94,400.00	
- System Maintenance & Repair	24,000.00	166,270.14	142,270.14	166,270.14	30,000.00	
- Chlorinator Maintenance	3,900.00	3,900.00	-	1,250.00	4,500.00	
- Chlorinator Alarm	1,300.00	1,300.00	-	-	1,500.00	
- Odor Control	26,000.00	26,000.00	-	-	28,600.00	
- Meter Calibrations	2,730.00	2,730.00	-	850.00	3,500.00	
- Lift Station Cleaning	27,300.00	27,300.00	-	35,000.00	35,000.00	
- Jet Cleaning Collection lines	27,360.00	27,360.00	-	27,360.00	50,000.00	
- Drip Field Lawn Maintenance	10,000.00	10,000.00	-	3,000.00	11,000.00	
- Drip Field Maint & Repairs	20,000.00	20,000.00	-	7,500.00	30,000.00	
- Drip Field Meter Box Replacement	-	-	-	-	-	
- Lift Station repairs	27,300.00	27,300.00	-	5,000.00	35,000.00	
- Autodialer Replacement	-	-	-	-	-	
- Lift Station Preventative Maintenance	9,700.00	9,700.00	-	1,000.00	11,000.00	
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00	-	54,718.00	70,000.00	
- Chemicals	15,000.00	15,000.00	-	10,000.00	16,500.00	
- Electricity	80,000.00	80,000.00	-	80,000.00	88,000.00	
- Laboratory Testing	-	-	-	-	-	
- Sludge Hauling	150,000.00	150,000.00	-	109,929.00	165,000.00	
- Phone/Network	-	-	-	-	-	
- Supplies	28,500.00	28,500.00	-	28,500.00	-	
- Wastewater Flow Measurement	9,000.00	9,000.00	-	9,000.00	-	
- Backwash Flow Meter & Check valve	-	-	-	-	-	
- Arrowhead Plant Operations	-	-	-	-	-	
- Big Sky Plant Operations	-	-	-	-	-	
Arrowhead Operations and Maintenance:						
- Routine Operations	23,250.00	23,250.00	-	16,000.00	26,000.00	
- Non-Routine Operations	21,450.00	21,450.00	-	20,161.00	24,000.00	
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,750.00	
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,100.00	
- Meter Calibrations	1,200.00	1,200.00	-	850.00	1,400.00	
- Lift Station Cleaning	3,000.00	3,000.00	-	3,000.00	6,000.00	
- Drip Field Lawn Maintenance	44,000.00	44,000.00	-	-	44,000.00	
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	100.00	8,000.00	
- Lift Station repairs	2,500.00	2,500.00	-	-	3,000.00	
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	2,000.00	
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	5,676.00	17,000.00	
- Chemicals	13,000.00	13,000.00	-	12,000.00	14,300.00	
- Electricity	20,000.00	20,000.00	-	14,000.00	22,000.00	
- Sludge Hauling	39,000.00	39,000.00	-	51,226.00	50,000.00	
- Supplies	7,500.00	7,500.00	-	1,250.00	-	
- Equipment	-	-	-	-	-	
- Equipment Maintenance	-	-	-	-	-	
- Fleet Acquisition	-	-	-	-	-	
- Fleet Maintenance	-	-	-	-	-	
- Fuel	-	-	-	-	-	
- Capital Projects	2,029,109.57	2,029,109.57	-	500,000.00	-	
- Arrowhead Plant Lease(s)	-	-	-	-	286,500.00	
Big Sky Operations and Maintenance:						



	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 9.
- Routine Operations	23,250.00	23,250.00	-	-	23,250.00	
- Non-Routine Operations	21,450.00	21,450.00	-	-	21,450.00	
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,500.00	
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,000.00	
- Meter Calibrations	1,200.00	1,200.00	-	-	1,200.00	
- Lift Station Cleaning	3,000.00	3,000.00	-	-	3,000.00	
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	-	7,500.00	
- Lift Station repairs	2,500.00	2,500.00	-	-	2,500.00	
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	1,000.00	
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	-	5,000.00	
- Chemicals	13,000.00	13,000.00	-	-	13,000.00	
- Electricity	20,000.00	20,000.00	-	-	20,000.00	
- Sludge Hauling	39,000.00	39,000.00	-	-	39,000.00	
- Supplies	7,500.00	7,500.00	-	-	-	
Other Expense	85,000.00	85,000.00	-	40,000.00	-	
Capital Projects:			-			
- Road Reconstruction			-			
- HRTreated Effluent Fill Station	200,000.00	200,000.00	-	-	-	
- Parallel West Interceptor			-			
- Arrowhead Drain Field	1,800,000.00	1,800,000.00	-	-	-	
- Parallel West Interceptor			-			
Other:			-			
- Reimbursement to Caliterra Oversize of West Interceptc	-	670,464.62	670,464.62	670,464.62	-	
TWDB Engineering:			-			
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00	-	45,000.00	-	
- East Interceptor 1951-001	125,000.00	125,000.00	-	45,000.00	-	
- Effluent HP 1952-001	175,000.00	175,000.00	-	20,000.00	-	
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00	-	5,000.00	-	
- WWTP Design Assistance			-			
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00	-	15,000.00	-	
Miscellaneous:			-			
- Consultants and Legal	230,000.00	230,000.00	-	40,000.00	-	
TWDB Capital Projects:			-			
- West Interceptor	2,000,000.00	2,000,000.00	-	-	-	
- South Collector, LS and FM and TE Line	125,000.00	125,000.00	-	-	-	
- East Interceptor	50,000.00	50,000.00	-	-	-	
- Effluent Holding Pond	2,000,000.00	2,000,000.00	-	-	-	
- WWTP	12,000,000.00	12,000,000.00	-	-	-	
Transfer to General Fund			-			
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00	-	37,936.00	50,545.02	
<b>Total Expense</b>	<b>22,954,485.57</b>	<b>23,767,220.33</b>	<b>812,734.76</b>	<b>2,410,370.29</b>	<b>1,466,755.02</b>	

**DEVELOPMENT/CAPITAL**

**Revenues**

Developer Reimbursed Costs	-	-	-	-	567,500.00	
Portion of Sales Tax	-	-	-	-	900,000.00	
Overuse fees	-	-	-	-	221,841.43	
Line Extension Fees					-	
Reuse Fees	-	-	-	-	-	
FM 150 WWU Line Reimbursement	-	-	-	-	40,000.00	
Other Income	-	-	-	-	40,000.00	
PEC	-	-	-	-	130,000.00	
ROW Fees	-	-	-	-	3,500.00	
Cable	-	-	-	-	130,000.00	
TX Gas Franchise Fees	-	-	-	-	4,250.00	
Interest	-	-	-	-	180,000.00	
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,217,091.43</b>	

**Expense**

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 9.
- Construction Phase Services HR TEFS 1873-001	-	-	-	-	15,000.00	
- Misc. Planning/Consulting 1431-001			-		67,500.00	
- 2nd Amendment CIP 1881-001	-	-	-	-	60,000.00	
- Sewer Planning CAD 1971-001					15,000.00	
- Water Planning 1982-001					5,000.00	
- FM 150 WWU Line 1989-001			-		40,000.00	
- Parallel West Interceptor Design& Cost					-	
- Caliterra Plan Review & construction Phase Services 1930-002					15,000.00	
- TLAP Renewal application 1732-001			-		-	
- Arrowhead PR & Const. Phase Services - 1967-001			-		10,000.00	
- Heritage PID PR & Cons. Phase Services - 1734-001			-		60,000.00	
- Double L Planning & Const. Phase Services - 1743-001			-		75,000.00	
- Cannon Tract - 1842-001			-		5,000.00	
- Driftwood 522 PR & Const. Phase Services - 1900-001			-		75,000.00	
- Big Sky PR & Const Phase Services - 1913-001			-		20,000.00	
- Driftwood Creek PR & Const Phase Services - 1917-001			-		35,000.00	
- Cannon/Cynosure/Double L Water CCN App. - 2007-001						
- Cynosure-Wild Ridge - 2009-001			-		25,000.00	
- Oryx Cannon 58 Plan Review & CPS - 60972-2			-		60,000.00	
- New Growth Plan Review & CPS - 60972-2			-		60,000.00	
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-24			-		60,000.00	
- Effluent HP 1952-001 - Engineering	-	-	-	-	60,000.00	
- Effluent Holding Pond - Construction	-	-	-	-	-	
Other Expense	-	-	-	-	-	
- HRTreated Effluent Fill Station					200,000.00	
- Parallel West Interceptor					-	
- Arrowhead Drain Field					1,800,000.00	
- WWTP Water Supply					50,000.00	
- WWTP Road Repair					50,000.00	
- Arrowhead Capital Projects	-	-	-	-	500,000.00	
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,347,500.00</b>	

**TWDB PROJECT**

**Revenues**

TXF from TWDB	-	-	-	-	21,005,000.00	
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>21,005,000.00</b>	

**Expense**

TWDB Engineering:						
- West Interceptor, SC, LS, FM and TE line 1950-001	-	-	-	-	150,000.00	
- East Interceptor 1951-001	-	-	-	-	200,000.00	
- Reclaimed Water Facility 1953-001	-	-	-	-	25,000.00	
- WWTP Design Assistance	-	-	-	-	-	
- So Regional WW System Exp P&M 1923-001	-	-	-	-	30,000.00	
Miscellaneous:						
- Consultants and Legal	-	-	-	-	100,000.00	
TWDB Capital Projects:						
- West Interceptor	-	-	-	-	3,000,000.00	
- South Collector, LS and FM and TE Line	-	-	-	-	3,500,000.00	
- East Interceptor	-	-	-	-	-	
- WWTP	-	-	-	-	14,000,000.00	
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>21,005,000.00</b>	

**WATER**

**Revenue**

Fees:						
- Tap Fees			-	-		
- Impact Fees			-	-		

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed
- Meter Set Fees	5,000.00	5,000.00	-	4,700.00	3,000.00
- Disconnect Fees			-	-	-
- Equipment Fees	36,200.00	36,200.00	-	33,082.97	8,000.00
- Inspection Fees	5,000.00	5,000.00	-	4,750.00	1,000.00
Rates:			-		
- Base Rate	63,840.00	63,840.00	-	47,289.22	40,000.00
- Usage	100,000.00	100,000.00	-	230,570.40	200,000.00
- Penalties			-	349.89	
Other Revenues	6,000.00	6,000.00	-	2,396.16	6,000.00
TXF from Wastewater Fund	-	-	-		
<b>Total Revenue</b>	<b>216,040.00</b>	<b>216,040.00</b>	<b>-</b>	<b>323,138.64</b>	<b>258,000.00</b>

**Expense**

Administrative and General Expense:

- Regulatory Expense	-	-	-	-	-
- Planning and Permitting	-	-	-	-	-

System Operations and Maintenance:

- Routine Operations	25,000.00	25,000.00	-	7,000.00	27,500.00
- Non Routine Operations	10,000.00	10,000.00	-	4,000.00	15,000.00
- System Maintenance & Repair	20,000.00	22,210.11	2,210.11	27,866.00	25,000.00
- Laboratory Testing	-	-	-	-	-
- Supplies	50,000.00	52,368.61	2,368.61	48,000.00	-
- Water Meters					60,000.00
Operating and Maintenance	-	-	-		
<b>Total Expense</b>	<b>105,000.00</b>	<b>109,578.72</b>	<b>4,578.72</b>	<b>86,866.00</b>	<b>127,500.00</b>

**ADMINISTRATION**

**Revenues**

PEC	130,000.00	130,000.00	-	200,860.00	-
ROW Fees	6,000.00	6,000.00	-	4,401.20	-
Cable	130,000.00	130,000.00	-	149,772.47	-
TX Gas Franchise Fees	3,000.00	3,000.00	-	10,529.68	-
Interest	60,000.00	60,000.00	-	210,000.00	-
TXF from General Fund	-	-	-		-
<b>Total Revenue</b>	<b>329,000.00</b>	<b>329,000.00</b>	<b>-</b>	<b>575,563.35</b>	<b>-</b>

**Expense**

Administrative and General Expense:

- Administrative/Billing Expense	352,560.00	352,560.00	-	164,000.00	66,000.00
- Legal Fees	50,000.00	50,000.00	-	37,500.00	55,000.00
- Auditing	10,000.00	10,000.00	-	10,000.00	10,000.00
- Software	15,313.00	15,313.00	-	15,313.00	7,000.00
- IT Equipment & Support	4,340.00	4,340.00	-	5,000.00	5,000.00

Systems Operations and Maintenance:

- Phone/Network	16,250.00	16,250.00	-	16,250.00	18,000.00
- Equipment	53,000.00	53,000.00	-	33,748.00	320,000.00
- Equipment Maintenance	10,000.00	10,000.00	-	1,500.00	11,000.00
- Fleet Acquisition	62,000.00	62,000.00	-	63,236.00	50,000.00
- Fleet Maintenance	12,000.00	12,000.00	-	12,000.00	14,000.00
- Fuel	20,000.00	20,000.00	-	20,000.00	22,000.00
- Laboratory Testing	30,000.00	30,000.00	-	34,000.00	45,000.00
- SCADA	-	-	-	-	50,000.00

Supplies

					59,500.00
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Other Expense

Public Relations	-	-		1,000.00	-
Uniforms	7,470.00	7,470.00	-	5,000.00	11,000.00
Training	13,305.00	16,330.51	3,025.51	8,000.00	20,000.00
Dispatch	3,000.00	3,000.00	-	3,000.00	3,000.00
Salaries	527,345.98	527,345.98	-	527,45.98	711,402.00
Overtime	-	-		-	48,251.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed
Taxes	42,609.97	42,609.97	-	42,609.97	53,169.15
Benefits	59,572.49	59,572.49	-	59,572.49	70,133.37
Retirement	30,894.73	30,894.73	-	30,894.73	40,977.10
On Call	10,400.00	10,400.00	-	10,400.00	26,000.00
<b>Total Expense</b>	<b>1,330,061.17</b>	<b>1,333,086.68</b>	<b>3,025.51</b>	<b>573,024.19</b>	<b>1,716,944.82</b>

**CONSOLIDATED UTILITY FUND**

<b>Revenue</b>					
Balance Forward	6,393,898.25	7,196,505.62	802,607.37	7,196,505.52	8,730,497.32
Development/Capital	-	-	-	-	2,217,091.43
TWDB Project	-	-	-	-	21,005,000.00
Wastewater	18,494,853.26	18,562,641.55	67,788.29	3,705,550.29	1,686,883.25
Water	216,040.00	216,040.00	-	323,138.64	258,000.00
Operations	329,000.00	329,000.00	-	575,563.35	-
<b>Total</b>	<b>25,433,791.50</b>	<b>26,304,187.17</b>	<b>870,395.66</b>	<b>11,800,757.80</b>	<b>33,897,472.00</b>
<b>Expense</b>					
Development/Capital	-	-	-	-	3,347,500.00
TWDB Project	-	-	-	-	21,005,000.00
Wastewater	22,954,485.57	23,767,220.33	812,734.76	2,410,370.29	1,466,755.02
Water	105,000.00	109,578.72	4,578.72	86,866.00	127,500.00
Operations	1,330,061.17	1,333,086.68	3,025.51	573,024.19	1,716,944.82
<b>Total Expense</b>	<b>24,389,546.74</b>	<b>25,209,885.73</b>	<b>820,338.99</b>	<b>3,070,260.48</b>	<b>27,663,699.84</b>
<b>Balance Forward</b>	<b>1,044,244.76</b>	<b>1,094,301.43</b>	<b>50,056.67</b>	<b>8,730,497.32</b>	<b>6,233,772.16</b>

**TWDB FUND**

<b>Balance Forward</b>	<b>208.34</b>	<b>208.34</b>	-	<b>886.24</b>	<b>906.24</b>
Revenues	14,715,000.00	14,715,000.00	-	-	21,005,000.00
Interest	-	-	-	20.00	20.00
<b>Total revenue</b>	<b>14,715,208.34</b>	<b>14,715,208.34</b>	-	<b>906.24</b>	<b>21,005,926.24</b>
<b>Expenses</b>					
Escrow Fees	-	-	-	-	-
Expenses	14,715,000.00	14,715,000.00	-	-	21,005,000.00
<b>Total Expenses</b>	<b>14,715,000.00</b>	<b>14,715,000.00</b>	-	-	<b>21,005,000.00</b>
<b>Balance Forward</b>	<b>208.34</b>	<b>208.34</b>	-	<b>906.24</b>	<b>926.24</b>

**IMPACT FUND**

<b>Bal Forward</b>	<b>2,391,506.74</b>	<b>2,391,506.74</b>	-	<b>3,415,797.87</b>	<b>852,770.61</b>
<b>Revenue</b>					
Impact Fees	1,080,150.00	1,080,150.00	-	270,715.00	-
Impact Fee Deposits	-	-	-	-	-
Interest Income	45,000.00	45,000.00	-	90,000.00	45,000.00
<b>Total</b>	<b>3,516,656.74</b>	<b>3,516,656.74</b>	-	<b>3,776,512.87</b>	<b>897,770.61</b>
<b>Expense</b>					
TXF to Debt Service 2015	684,900.76	684,900.76	-	684,900.76	670,405.60
TXF to Debt Service 2019	1,043,553.00	1,043,553.00	-	1,043,553.00	-
TXF to Debt Service 2022	1,195,288.50	1,195,288.50	-	1,195,288.50	-
<b>Total expense</b>	<b>2,923,742.26</b>	<b>2,923,742.26</b>	-	<b>2,923,742.26</b>	<b>670,405.60</b>
<b>Total Bal Forward</b>	<b>592,914.48</b>	<b>592,914.48</b>	-	<b>852,770.61</b>	<b>227,365.01</b>

**DEBT SERVICE FUND 2015**

<b>Bal Forward</b>	<b>845,626.75</b>	<b>845,626.75</b>	-	<b>849,232.36</b>	<b>860,634.56</b>
<b>Revenue</b>					
TXF from Impact Fund	684,900.76	684,900.76	-	684,900.76	670,405.60
Interest	8,000.00	8,000.00	-	25,000.00	20,000.00
<b>Total Revenue</b>	<b>1,538,527.51</b>	<b>1,538,527.51</b>	-	<b>1,559,133.12</b>	<b>1,559,410.60</b>

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed <span style="border: 1px solid black; padding: 2px;">Item 9.</span>
<b>Expenses</b>					
Debt Payment 2015	698,498.56	698,498.56	-	698,498.56	684,900.76
<b>Total Expense</b>	<b>698,498.56</b>	<b>698,498.56</b>	<b>-</b>	<b>698,498.56</b>	<b>684,900.76</b>
<b>Balance Forward</b>	<b>840,028.95</b>	<b>840,028.95</b>	<b>-</b>	<b>860,634.56</b>	<b>866,139.40</b>

**DEBT SERVICE FUND 2013**

<b>Bal Forward</b>	<b>102,323.72</b>	<b>102,323.72</b>	<b>-</b>	<b>102,534.04</b>	<b>125,421.54</b>
<b>Revenue</b>					
TXF from HOT	88,487.50	88,487.50	-	88,487.50	90,375.00
Interest			-	26,000.00	20,000.00
<b>Total</b>	<b>190,811.22</b>	<b>190,811.22</b>	<b>-</b>	<b>217,021.54</b>	<b>235,796.54</b>

<b>Expense</b>					
Tax Series 2013	91,600.00	91,600.00	-	91,600.00	88,487.50
<b>Total Expenses</b>	<b>91,600.00</b>	<b>91,600.00</b>	<b>-</b>	<b>91,600.00</b>	<b>88,487.50</b>
<b>Balance Forward</b>	<b>99,211.22</b>	<b>99,211.22</b>	<b>-</b>	<b>125,421.54</b>	<b>147,309.04</b>

**DEBT SERVICE FUND 2019**

<b>Bal Forward</b>	<b>1,045,641.43</b>	<b>1,045,641.43</b>	<b>-</b>	<b>1,045,641.63</b>	<b>1,103,641.63</b>
<b>Revenue</b>					
TXF from Impact Fees	1,043,553.00	1,043,553.00	-	1,043,533.00	
Interest			-	28,000.00	20,000.00
<b>Total</b>	<b>2,089,194.43</b>	<b>2,089,194.43</b>	<b>-</b>	<b>2,117,174.63</b>	<b>1,123,641.63</b>

<b>Expense</b>					
Tax Series 2019	1,013,553.00	1,013,553.00	-	1,013,533.00	1,043,533.00
<b>Total Expenses</b>	<b>1,013,553.00</b>	<b>1,013,553.00</b>	<b>-</b>	<b>1,013,533.00</b>	<b>1,043,533.00</b>
<b>Balance Forward</b>	<b>1,075,641.43</b>	<b>1,075,641.43</b>	<b>-</b>	<b>1,103,641.63</b>	<b>80,108.63</b>

**DEBT SERVICE FUND 2022**

<b>Bal Forward</b>	<b>1,195,288.50</b>	<b>1,195,288.50</b>	<b>-</b>	<b>1,195,288.50</b>	<b>1,195,168.50</b>
<b>Revenue</b>					
TXF from Impact Fees	1,191,888.50	1,191,888.50	-	1,191,768.50	
Interest	-	-	-		
<b>Total</b>	<b>2,387,177.00</b>	<b>2,387,177.00</b>	<b>-</b>	<b>2,387,057.00</b>	<b>1,195,168.50</b>

<b>Expense</b>					
Tax Series 2022	1,195,288.50	1,195,288.50	-	1,191,888.50	1,191,768.50
<b>Total Expenses</b>	<b>1,195,288.50</b>	<b>1,195,288.50</b>	<b>-</b>	<b>1,191,888.50</b>	<b>1,191,768.50</b>
<b>Balance Forward</b>	<b>1,191,888.50</b>	<b>1,191,888.50</b>	<b>-</b>	<b>1,195,168.50</b>	<b>3,400.00</b>

**PEG FUND**

<b>Balance Forward</b>	<b>119,954.90</b>	<b>119,954.90</b>		<b>120,185.10</b>	<b>154,185.10</b>
<b>Revenues</b>					
TWC	30,000.00	30,000.00		30,000.00	30,000.00
Interest Income	2,000.00	2,000.00		4,000.00	4,000.00
<b>Total Revenues</b>	<b>151,954.90</b>	<b>151,954.90</b>		<b>154,185.10</b>	<b>188,185.10</b>

<b>Expense</b>					
TXF to Event Center	-	-		-	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>151,954.90</b>	<b>151,954.90</b>		<b>154,185.10</b>	<b>188,185.10</b>

**RESERVE FUND**

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed <span style="border: 1px solid black; padding: 2px;">Item 9.</span>
<b>Balance Forward</b>	<b>2,168,884.62</b>	<b>2,168,884.62</b>	-	<b>2,370,859.25</b>	<b>2,744,859.25</b>
<b>Revenue</b>					
TXF from General Fund	300,000.00	300,000.00	-	300,000.00	300,000.00
Interest	23,000.00	23,000.00	-	74,000.00	75,000.00
<b>Total</b>	<b>2,491,884.62</b>	<b>2,491,884.62</b>	-	<b>2,744,859.25</b>	<b>3,119,859.25</b>

<b>Expense</b>					
Expense			-		
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>2,491,884.62</b>	<b>2,491,884.62</b>	-	<b>2,744,859.25</b>	<b>3,119,859.25</b>

**TIRZ 1**

<b>Balance Forward</b>	<b>11,632.20</b>	<b>148,754.62</b>	<b>137,122.42</b>	<b>148,754.62</b>	<b>121,804.14</b>
<b>Revenues</b>					
City AV	248,835.49	181,550.94	(67,284.55)	152,791.25	219,023.80
County AV	362,307.49	304,796.06	(57,511.43)	272,609.00	346,013.11
City for GAP Escrow					
Interest Income				21,600.00	20,000.00
EPS Reimbursements					
<b>Total Revenue</b>	<b>622,775.18</b>	<b>635,101.62</b>	<b>12,326.44</b>	<b>595,754.87</b>	<b>706,841.05</b>

<b>Expense</b>					
TIRZ Expense			-		
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
Legal Fees	-	-	-	-	-
EPS			-		
MAS	21,000.00	21,000.00	-	-	-
HDR	170,625.00	269,625.00	99,000.00	269,625.00	52,500.00
TJKM - Grant Writing			-		
Buie - PR			-		
Misc. Consulting	176,750.00	176,750.00	-	100,000.00	155,000.00
Creation Cost Reimbursements			-		
TXF to GAP Escrow			-		
Stakeholder Reimbursement	80,325.73	80,325.73	-	80,325.73	-
<b>Total Expense</b>	<b>472,700.73</b>	<b>571,700.73</b>	<b>99,000.00</b>	<b>473,950.73</b>	<b>231,500.00</b>
<b>Balance Forward</b>	<b>150,074.45</b>	<b>63,400.89</b>	<b>(86,673.56)</b>	<b>121,804.14</b>	<b>475,341.05</b>

**TIRZ 2**

<b>Balance Forward</b>	<b>1,547,461.82</b>	<b>1,232,218.70</b>	<b>(315,243.12)</b>	<b>1,232,218.70</b>	<b>1,979,387.49</b>
<b>Revenue</b>					
Interest Income	6,500.00		(6,500.00)	30,000.00	30,000.00
City AV	419,809.28	347,074.06	(72,735.22)	347,074.06	356,542.34
County AV	609,756.54	580,813.70	(28,942.84)	604,202.00	596,658.45
<b>Total Revenue</b>	<b>2,583,527.64</b>	<b>2,160,106.46</b>	<b>(423,421.18)</b>	<b>2,213,494.76</b>	<b>2,962,588.28</b>

<b>Expense</b>					
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
MAS	10,000.00	10,000.00	-	-	-
HDR	56,875.00	89,875.00	33,000.00	89,875.00	17,500.00
Misc. Consulting	150,000.00	150,000.00	-	100,000.00	95,000.00
Creation Cost Reimbursements			-		
Stakeholder Reimbursement	20,232.27	20,232.27	-	20,232.27	-
<b>Total Expense</b>	<b>261,107.27</b>	<b>294,107.27</b>	<b>33,000.00</b>	<b>234,107.27</b>	<b>136,500.00</b>
<b>Balance Forward</b>	<b>2,322,420.37</b>	<b>1,865,999.19</b>	<b>(456,421.18)</b>	<b>1,979,387.49</b>	<b>2,826,088.28</b>

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed
<b>VEHICLE REPLACEMENT FUND</b>					
<b>Balance Forward</b>	<b>161,025.00</b>	<b>161,025.00</b>	-	<b>161,025.00</b>	<b>317,116.00</b>
<b>Revenue</b>					
TXF from General Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF from DSRP	32,145.00	32,145.00	-	32,145.00	31,906.08
TXF from WWU	37,936.00	37,936.00	-	37,936.00	50,545.02
<b>Total Revenue</b>	<b>317,116.00</b>	<b>317,116.00</b>	-	<b>317,116.00</b>	<b>514,650.65</b>
<b>Expense</b>					
Vehicle Replacement			-	-	
<b>Total Expense</b>	<b>-</b>	<b>-</b>	-	-	-
<b>Balance Forward</b>	<b>317,116.00</b>	<b>317,116.00</b>	-	<b>317,116.00</b>	<b>514,650.65</b>

Item 9.

# FY 2025 Proposed Budget Amendments - General Fund

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXXX	Description	Included in 8.6.24 Draft	Adjusted Figure included in 8.20.24 Draft		Information on what was changed, and how.

### Revenues

					\$ -	
			\$ -	\$ -	\$ -	

### Expenditures

	100-000-60000	Salaries	\$ 3,862,412.11	\$ 3,936,374.84	\$ 73,962.73	This line item increased due to changes in the market & Merit adjustments discussed. Additionally, one salary did not get included in the formula in the previous draft.
100	100-000-61005	Taxes	\$ 308,326.53	\$ 309,012.18	\$ 685.65	
	100-000-61000	Benefits	\$ 315,383.39	\$ 315,432.63	\$ 49.23	
	100-000-61006	Retirement	\$ 213,935.51	\$ 214,341.87	\$ 406.36	
100					\$ -	
100					\$ -	
					\$ -	
100					\$ -	
					\$ -	
100					\$ -	
100					\$ -	
100					\$ -	
			\$ 4,700,057.54	\$ 4,775,161.52	\$ 75,103.98	

**Total Savings** **\$ (75,103.98)**



# FY 2025 Proposed Budget Amendments - Visitors Bureau

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXX	Description	Included in 8.6.24 Draft	Adjusted Figure included in 8.20.24 Draft		Information on what was changed, and how.

### Revenues

					\$ -	
					\$ -	
			\$ -	\$ -	\$ -	

### Expenditures

301	301-111-60000	- Salaries	\$ 142,604.40	\$ 143,727.90	\$ 1,123.50	This line item increased due to changes in the market & Merit adjustments discussed.
301	301-111-61005	- Taxes	\$ 11,413.24	\$ 11,499.18	\$ 85.95	
301	301-111-61000	- Benefits	\$ 14,170.16	\$ 14,172.99	\$ 2.83	
301	301-111-61006	- TMRS	\$ 8,274.62	\$ 8,339.81	\$ 65.19	
301					\$ -	
301					\$ -	
301					\$ -	
301					\$ -	
301					\$ -	
301					\$ -	
			\$ 176,462.42	\$ 177,739.89	\$ 1,277.47	

**Total Savings**

**\$ (1,277.47)**

## FY 2025 Proposed Budget Amendments - Utilities

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXX	Description	Included in 9.3.24 Draft	Adjusted Figure included in 9.17.24 Draft		Information on what was changed, and how.

### Revenues

	N/A	Balance Forward			\$ -	
					\$ -	
					\$ -	
			\$ -	\$ -	\$ -	

### Expenditures

	400-300-71000	- Arrowhead Drain Field	\$ -	\$ 1,800,000.00	\$ 1,800,000.00	This expenditure is being carried over from FY24.
400	400-310-60000	Salaries	\$ 715,604.39	\$ 711,493.20	\$ (4,111.19)	
	400-310-61005	Taxes	\$ 53,153.97	\$ 53,169.15	\$ 15.18	
400					\$ -	
					\$ -	
					\$ -	
					\$ -	
			\$ 768,758.36	\$ 2,564,662.35	\$ 1,795,903.99	

**Total Savings**

**\$ (1,795,903.99)**

# FY 2025 Proposed Budget Amendments - Other

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXX	<i>Description</i>	<i>Included in 8.6.24 Draft</i>	<i>Adjusted Figure included in 8.20.24 Draft</i>		<i>Information on what was changed, and how.</i>

### Revenues

					\$ -	
			\$ -	\$ -	\$ -	

### Expenditures

					\$ -	
			\$ -	\$ -	\$ -	

**Total Savings**

**\$ -**

**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO. 2024-\_\_\_\_\_**

**BUDGET AMENDMENT**

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2023-2024 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2023-2024; and

**WHEREAS**, the City has had a need to adjust line items in the funds identified in the 2023-2024 Fiscal Year Budget; and

**WHEREAS**, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and

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

**WHEREAS**, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

**WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

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

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2023-2024 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

## 2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2023-2024 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

### **Consolidated General Fund Amendments:**

#### **Revenues:**

- Total revenues for the Consolidated General Fund have increased by **\$1,558,372.32** (from \$15,592,345.84 to \$17,150,718.16).

#### **Expenditures:**

- Total expenditures for the Consolidated General Fund have decreased by **\$413,289.44** (from \$15,002,336.50 to \$14,589,047.07).

As a result of these amendments there will be a Balance Forward of **\$2,561,671.09**.

### **Dripping Springs Farmers Market:**

#### **Revenues:**

- Total revenues for the Dripping Springs Farmers Market have decreased by **\$18,674.32** (from \$129,217.70 to \$110,543.38).

#### **Expenditures:**

- Total expenditures for the Dripping Springs Farmers Market have decreased by **\$35,368.98** (from \$117,718.98 to \$ 82,350.00).

As a result of these amendments there will be a Balance Forward of **\$28,193.38**.

### **Parkland Dedication Fund:**

#### **Revenues:**

- There is no change in revenues for the Parkland Dedication Fund.

#### **Expenditures:**

City of Dripping Springs  
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- Total expenditures for the Parkland Dedication Fund have increased by **\$12,560.00** (from \$541,480.00 to \$554,040.00).

As a result of these amendments there will be a Balance Forward of **\$10,365.81**.

### **Ag Facility Fund:**

#### **Revenues:**

- Total revenues for the Ag Facility Fund have increased by **\$109,300.00** (from \$0.00 to \$109,300.00).

#### **Expenditures:**

- Total expenditures for the Ag Facility Fund have increased by **\$109,300.00** (from \$0.00 to \$109,300.00).

As a result of these amendments there will be a Balance Forward of **\$0.00**.

### **Landscaping Fund:**

#### **Revenues:**

- Total revenues for the Landscaping Fund have decreased by **\$69,260.64** (from \$624,827.64 to \$555,567.00).

#### **Expenditures:**

- Total expenditures for the Landscaping Fund have increased by **\$16,200.00** (from \$30,300.00 to \$46,500.00).

As a result of these amendments there will be a Balance Forward of **\$509,067.00**.

### **Sidewalk Fund:**

#### **Revenues:**

- Total revenues for the Sidewalk Fund have increased by **\$28,331.96** (from \$1,497.00 to \$29,828.96).

#### **Expenditures:**

- There is no change in expenditures for the Sidewalk Fund

As a result of these amendments there will be a Balance Forward of **\$29,828.96**.

**Dripping Springs Ranch Park Operating Fund:**

**Revenues:**

- Total revenues for the Dripping Springs Ranch Park Operating Fund have increased by **\$1,244.07** (from \$1,351,753.22 to \$1,352,997.29).

**Expenditures:**

- Total expenditures for the Dripping Springs Ranch Park Operating Fund have decreased by **\$134,536.02** (from \$1,331,363.82 to \$1,196,827.80)

As a result of these amendments there will be a Balance Forward of **\$156,169.49**.

**Hotel Occupancy Tax Fund:**

**Revenues:**

- Total revenues for the Hotel Occupancy Tax Fund have increased by **\$385,700.19** (from \$1,356,403.99 to \$1,742,104.18).

**Expenditures:**

- Total expenditures for the Hotel Occupancy Tax Fund have increased by **\$315,560.00** (from \$800,284.23 to \$1,115,844.23)

As a result of these amendments there will be a Balance Forward of **\$626,259.95**.

**Visitors Bureau Fund:**

**Revenues:**

- Total revenues for the Visitors Bureau Fund have decreased by **\$42,241.14** (from \$359,572.73 to \$317,331.59).

**Expenditures:**

- Total expenditures for the Visitors Bureau Fund have decreased by **\$34,864.97** (from \$359,572.73 to \$314,007.76)

As a result of these amendments there will be a Balance Forward of **\$3,323.83**.

**Consolidated Utility Fund:****Revenues:**

- Total revenues for the Consolidated Utility Fund have decreased by **\$13,667,004.04** (from \$25,433,791.50 to \$11,766,787.46).

**Expenditures:**

- Total expenditures for the Wastewater Utility Fund have decreased by **\$21,319,286.26** (from \$24,389,546.74 to \$3,070,260.48)

As a result of these amendments there will be a Balance Forward of **\$8,696,526.89**.

**TWDB Fund:****Revenues:**

- Total revenues for the TWDB Fund have decreased by **\$14,714,302.10** (from \$14,715,208.34 to \$906.24).

**Expenditures:**

- Total expenditures for the TWDB Fund have decreased by **\$14,715,000.00** (from \$14,715,000.00 to \$0.00)

As a result of these amendments there will be a Balance Forward of **\$906.24**.

**Impact Fund:****Revenues:**

- Total revenues for the Impact Fund have increased by **\$259,856.13** (from \$3516,656.74 to \$3,776,512.87).

**Expenditures:**

- There is no change in expenditures for the Impact Fund.

As a result of these amendments there will be a Balance Forward of **\$852,770.64**.

**Debt Service Fund 2015:****Revenues:**

- Total revenues for the Debt Service Fund 2015 have increased by **\$20,605.61** (from \$1,538,627.51 to \$1,559,133.12).



**Expenditures:**

- There is no change in expenditures for the Debt Service Fund 2015.

As a result of these amendments there will be a Balance Forward of **860,634.56**.

**Debt Service Fund 2013:****Revenues:**

- Total revenues for the Debt Service Fund 2013 have increased by **\$26,210.32** (from \$190,811.22 to \$217,021.54).

**Expenditures:**

- There is no change in expenditures for the Debt Service Fund 2013.

As a result of these amendments there will be a Balance Forward of **\$125,421.54**.

**Debt Service Fund 2019:****Revenues:**

- Total revenues for the Debt Service Fund 2019 have increased by **\$27,980.20** (from \$2,089,194.43 to \$2,117,174.63).

**Expenditures:**

- Total expenditures for the Debt Service 2019 Fund have decreased **\$20.00** (from \$1,013,553.00 to \$1,013,533.00).

As a result of these amendments there will be a Balance Forward of **\$1,103,641.63**.

**Debt Service Fund 2022:****Revenues:**

- Total revenues for the Debt Service Fund 2022 have decreased by **\$120.00** (from \$2,387,177.00 to \$2,387,057.00).

**Expenditures:**

- Total expenditures for the Debt Service 2022 Fund have decreased **\$3,400.00** (from \$1,195,288.50 to \$1,191,888.50).

As a result of these amendments there will be a Balance Forward of **\$1,195,168.50**.

**PEG Fund:****Revenues:**

- Total revenues for the PEG Fund have increased by **\$2,230.20** (from \$151,954.90 to \$154,185.10).

**Expenditures:**

- There is no change in expenditures for the Reserve Fund.

As a result of these amendments there will be a Balance Forward of **\$154,185.10**.

**Reserve Fund:****Revenues:**

- Total revenues for the Reserve Fund have increased by **\$252,974.63** (from \$2,491,884.62 to \$2,744,859.25).

**Expenditures:**

- There is no change in expenditures for the Reserve Fund.

As a result of these amendments there will be a Balance Forward of **\$2,744,859.25**.

**TIRZ I Fund:****Revenues:**

- Total revenues for the TIRZ I Fund have decreased by **\$48,620.31** (from \$622,775.18 to \$595,754.87).

**Expenditures:**

- Total expenditures for the TIRZ I Fund have decreased by **\$20,750.00** (from \$472,700.73 to \$451,950.73)

As a result of these amendments there will be a Balance Forward of **\$143,804.14**.

**TIRZ II Fund:****Revenues:**

- Total revenues for the TIRZ II Fund have decreased by **\$370,032.88** (from \$2,583,527.64 to \$2,213,494.76).

**Expenditures:**

- Total expenditures for the TIRZ II Fund have decreased by **\$16,000.00** (from \$261,107.27 to \$245,107.27)

As a result of these amendments there will be a Balance Forward of **\$1,968,387.49**.

### 3. REPEALER

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

### 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. NOTICE TO COUNTY

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

### 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

### 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 Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED this, the 17<sup>th</sup> day of September, 2024 by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

### CITY OF DRIPPING SPRINGS:

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

**ATTEST:**

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

	FY 2024 Adopted	FY 2024 Projected	Change
<b>CITY - GENERAL FUND</b>			
<b>Balance Forward</b>	<b>3,712,517.47</b>	<b>4,597,656.14</b>	<b>885,138.67</b>
<b>Revenue</b>			
AD Valorem	3,389,487.36	3,298,589.71	(90,897.65)
AV P&I	4,000.00	9,264.19	5,264.19
Sales Tax	3,800,000.00	4,669,851.69	869,851.69
Mixed Beverage	75,000.00	100,000.00	25,000.00
Alcohol Permits	9,000.00	6,690.00	(2,310.00)
Fire Inspections	50,000.00	65,000.00	15,000.00
Bank Interest	50,000.00	185,000.00	135,000.00
Development Fees:			-
- Subdivision	638,875.00	400,000.00	(238,875.00)
- Site Dev	850,000.00	500,000.00	(350,000.00)
- Zoning/Signs/Ord	65,000.00	145,000.00	80,000.00
Building Code	1,500,000.00	1,500,000.00	-
Transportation Improvements Reimbursements	240,000.00	240,000.00	-
Solid Waste	45,000.00	68,000.00	23,000.00
Health Permits/Inspections	75,000.00	80,000.00	5,000.00
Municipal Court			-
Other Income	40,000.00	40,000.00	-
TXF from Capital Improvements			-
TXF DSRP On Call	10,400.00	10,400.00	-
TXF from HOT		200,000.00	200,000.00
TXF from WWU			-
TXF from TIRZ	100,558.00	100,558.00	-
TXF from Sidewalk Fund			-
FEMA	-	103,775.15	103,775.15
CARES Act	-		-
Opioid Abatement	-		-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-		-
<b>Total</b>	<b>14,654,837.83</b>	<b>16,149,933.19</b>	<b>1,664,947.05</b>
<b>Expense</b>			
Supplies	35,000.00	37,000.00	2,000.00
Office IT Equipment and Support	139,499.00	145,000.00	5,501.00
Software Purchase, Agreements and Licenses	192,000.00	192,000.00	-
Website	6,800.00	6,916.24	116.24
Communications Network/Phone	58,395.84	67,000.00	8,604.16
Miscellaneous Office Equipment	10,300.00	10,300.00	-
Utilities:			-
- Street Lights	20,000.00	20,000.00	-
- Streets Water	4,000.00	4,000.00	-
- Office Electric	5,500.00	10,350.00	4,850.00
- Office Water	650.00	1,600.00	950.00
- DT Restroom Electric			-
- DT Restroom Water			-
- Stephenson Electric	1,500.00	1,000.00	(500.00)
- Stephenson Water	500.00	600.00	100.00
Transportation:			-
- Improvement Projects	1,140,000.00	1,873,000.00	733,000.00
- Street & ROW Maintenance	211,005.00	125,000.00	(86,005.00)

	FY 2024 Adopted	FY 2024 Projected	Change
- Street Improvements	660,000.00	899,954.62	239,954.62
Office Maintenance/Repairs	19,860.00	19,860.00	-
Stephenson Building Maintenance	550.00	550.00	-
Maintenance Equipment	8,500.00	8,500.00	-
Equipment Maintenance	6,750.00	6,750.00	-
Maintenance Supplies	6,500.00	6,500.00	-
Fleet Acquisition	361,000.00	325,000.00	(36,000.00)
Fleet Maintenance	78,020.00	78,020.00	-
City Hall Improvements	556,000.00	10,000.00	(546,000.00)
Maintenance Facility	-	-	-
Uniforms	17,500.00	17,500.00	-
Special Projects:			-
- Family Violence Ctr	7,000.00	7,000.00	-
- Lighting Compliance	2,000.00	2,000.00	-
- Economic Development	5,000.00	5,000.00	-
- Records Management	1,220.00	1,220.00	-
- Government Affairs	-	-	-
- Stephenson Parking Lot Improvements			-
- Stephenson Building Rehabilitation	92,025.00	135,000.00	42,975.00
- Planning Consultant	165,000.00	92,119.92	(72,880.08)
- Land Acquisition	10,000.00	67,500.00	57,500.00
- Downtown Bathroom	200,000.00	200,000.00	-
- City Hall Planning	20,000.00		(20,000.00)
Public Safety:			-
- Emergency Management Equipment	79,200.00	80,000.00	800.00
- Emergency Equipment Fire & Safety	996.00	1,300.00	304.00
- Emergency Mgt PR	2,000.00	1,500.00	(500.00)
- Emergency Equipment Maintenance & Service	12,102.00	14,500.00	2,398.00
- Emergency Management Other	-	-	-
- Animal Control	3,400.00	3,400.00	-
Public Relations	15,300.00	15,300.00	-
Postage	3,500.00	5,500.00	2,000.00
TML Insurance:			-
- Liability	27,277.00	27,277.00	-
- Property	48,810.00	54,200.00	5,390.00
- Workers' Comp	34,656.00	52,750.00	18,094.00
Dues, Fees, Subscriptions	31,500.00	90,114.00	58,614.00
Public Notices	2,000.00	3,500.00	1,500.00
City Sponsored Events			-
Election	8,000.00	-	(8,000.00)
Salaries	3,238,716.65	2,914,844.99	(323,871.67)
Taxes	259,605.82	233,645.24	(25,960.58)
Benefits	279,323.88	251,391.49	(27,932.39)
Retirement	185,186.55	166,667.89	(18,518.65)
DSRP Salaries	540,752.60	540,752.60	-
DSRP Taxes	43,887.57	43,887.57	-
DSRP Benefits	66,694.30	66,694.30	-
DSRP Retirement	31,931.44	31,931.44	-
Professional Services:			-
- Financial Services	37,500.00	49,250.00	11,750.00
- Engineering	70,000.00	70,000.00	-
- Special Counsel and Consultants	49,000.00	49,000.00	-

	FY 2024 Adopted	FY 2024 Projected	Change
- Muni Court	15,500.00	8,000.00	(7,500.00)
- Bldg. Inspector	750,000.00	950,000.00	200,000.00
- Fire Inspector	40,000.00	65,000.00	25,000.00
- Health Inspector	60,000.00	45,000.00	(15,000.00)
- Architectural and Landscape Consultants	5,000.00	4,000.00	(1,000.00)
- Historic District Consultant	13,500.00	19,750.00	6,250.00
- Lighting Consultant	2,000.00	2,000.00	-
- Human Resource Consultant	28,306.00	35,000.00	6,694.00
Training/CE	84,158.93	84,158.93	-
Employee Engagement	20,000.00	20,000.00	-
Meeting Supplies	12,700.00	7,500.00	(5,200.00)
Code Publication	5,200.00	5,200.00	-
Mileage	2,000.00	1,000.00	(1,000.00)
Miscellaneous Office Expense	10,000.00	10,000.00	-
Bad Debt Expense	-	-	-
Contingencies/Emergency Fund	50,000.00	50,000.00	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)			-
Debt Payment 2024	367,000.00	-	(367,000.00)
Debt Payment 2025			
TXF to Reserve Fund	500,000.00	500,000.00	-
TXF AV to TIF	668,644.77	499,865.31	(168,779.46)
TXF to TIRZ			-
Sales Tax TXF to WWU	760,000.00	933,970.34	173,970.34
SPA & ECO D TXF	218,880.00	259,200.00	40,320.00
TXF to DSRP	-		-
TXF to Capital Improvement Fund	300,000.00	-	(300,000.00)
TXF to Vehicle Replacement Fund	86,010.00	86,010.00	-
TXF to WWU			-
TXF to Founders Day			-
TXF to Farmers Market	16,679.31	16,057.18	(622.13)
<b>Total</b>	<b>13,128,993.66</b>	<b>12,711,388.72</b>	<b>(383,634.60)</b>

**PARKS - GENERAL FUND**

**Revenue**

Sponsorships and Donations	5,000.00	2,600.00	(2,400.00)
City Sponsored Events			-
Programs and Events	22,600.00	6,257.00	(16,343.00)
Community Service Permit Fees	1,800.00	340.00	(1,460.00)
Aquatics Program Income	55,300.00	55,300.00	-
Pool and Pavilion Rental	20,800.00	20,800.00	-
Park Rental Fees	6,000.00	11,468.00	5,468.00
Reimbursement of Utility Costs			-
TXF from HOT Fund	-		-
TXF from Parkland Dedication	541,480.00	554,040.00	12,560.00
TXF from Parkland Development			-
TXF from Landscaping Fund	3,000.00	3,000.00	-
<b>Total Revenue</b>	<b>655,980.00</b>	<b>653,805.00</b>	<b>(2,175.00)</b>

**Expense**

Other	13,320.00	11,820.00	(1,500.00)
Park Consultants			
Dues Fees and Subscriptions	3,402.00	3,402.00	-

	FY 2024 Adopted	FY 2024 Projected	Change
Advertising & Marketing	16,250.00	16,250.00	-
<b>Total Other</b>	<b>32,972.00</b>	<b>31,472.00</b>	<b>(1,500.00)</b>
<b>Public Improvements</b>			
All Parks	156,500.00	156,500.00	-
Triangle Improvement	-	-	-
Rathgeber Improvements	215,000.00	274,722.63	59,722.63
Founders Park	597,000.00	570,000.00	(27,000.00)
Founders Pool	-	-	-
Skate Park	150,000.00	150,000.00	-
S & R Park	54,000.00	66,560.00	12,560.00
Charro Ranch Park	600.00	600.00	-
<b>Total Improvements</b>	<b>1,173,100.00</b>	<b>1,218,382.63</b>	<b>45,282.63</b>
<b>Utilities</b>			
Portable Toilets	7,250.00	7,250.00	-
Hays Trinity Groundwater Permit	-	-	-
Triangle Electric	500.00	500.00	-
Triangle Water	500.00	450.00	(50.00)
Ranch House Network/Phone	8,568.00	8,568.00	-
S&R Park Water	13,000.00	13,000.00	-
SRP Electric	2,500.00	2,500.00	-
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-
FMP Pool//Electricity	5,000.00	5,200.00	200.00
Pool Phone/Network	3,040.00	4,400.00	1,360.00
FMP Pool Propane	13,250.00	6,500.00	(6,750.00)
<b>Total Utilities</b>	<b>59,608.00</b>	<b>54,368.00</b>	<b>(5,240.00)</b>
<b>Maintenance</b>			
General Maintenance (All Parks)	9,000.00	9,000.00	-
Trail Washout repairs	-	-	-
Equipment Rental	1,000.00	500.00	(500.00)
Founders Pool	36,000.00	36,000.00	-
Founders Park	17,740.00	17,740.00	-
Skate Park Maintenance	500.00	500.00	-
S&R	42,920.00	42,920.00	-
Charro Ranch Park	9,300.00	9,300.00	-
Triangle/ Veteran's Memorial Park	700.00	700.00	-
Rathgeber Maintenance	-	-	-
Ranch Park Maintenance	-	-	-
<b>Total Maintenance</b>	<b>117,160.00</b>	<b>116,660.00</b>	<b>(500.00)</b>
<b>Supplies</b>			
General Parks	8,550.00	8,550.00	-
Charro Ranch Supplies	1,250.00	1,250.00	-
Founders Park Supplies	-	-	-
Founders Pool Supplies	40,075.00	40,075.00	-
Program and Events	10,950.00	10,950.00	-
DSRP & Ranch House Supplies	-	-	-
Rathgeber Supplies	600.00	750.00	150.00
S&R Supplies	400.00	400.00	-
<b>Total Supplies</b>	<b>61,825.00</b>	<b>61,975.00</b>	<b>150.00</b>



	FY 2024 Adopted	FY 2024 Projected	Change
<b>Program Staff</b>			
Camp Staff			-
Program Event Staff	27,801.76	27,801.76	-
Aquatics Staff	130,642.09	130,642.09	0.01
<b>Total Staff Expense</b>	<b>158,443.85</b>	<b>158,443.85</b>	<b>0.01</b>
<b>Total Parks Expenditures</b>	<b>1,603,108.85</b>	<b>1,641,301.48</b>	<b>38,192.64</b>
<b>FOUNDERS DAY - GENERAL FUND</b>			
<b>Balance Forward</b>	<b>46,869.01</b>	<b>46,869.01</b>	-
<b>Revenue</b>			
Craft booths/Business Booths	6,250.00	6,167.25	(82.75)
Food booths	1,300.00	1,575.00	275.00
BBQ cookers	4,600.00	4,950.00	350.00
Carnival	14,000.00	16,739.00	2,739.00
Parade	4,000.00	4,130.00	130.00
Sponsorship	90,000.00	118,900.00	28,900.00
Parking concession	1,000.00	1,522.12	522.12
Electric	3,300.00	3,600.00	300.00
Misc.			-
TXF from General Fund			-
<b>Total</b>	<b>171,319.01</b>	<b>204,452.38</b>	<b>33,133.37</b>
<b>Expense</b>			
Publicity	2,500.00	1,000.00	(1,500.00)
Porta-Potties	15,000.00	8,368.10	(6,631.90)
Security	35,000.00	37,621.65	2,621.65
Health, Safety & Lighting	30,500.00	27,078.02	(3,421.98)
Transportation	7,000.00	5,700.00	(1,300.00)
Barricades/Traffic Plan	6,500.00	8,130.00	1,630.00
Bands/Music/Sound	22,500.00	19,436.52	(3,063.48)
Clean Up	20,000.00	16,925.41	(3,074.59)
FD Event Supplies	7,750.00	4,431.40	(3,318.60)
Sponsorship	6,000.00	2,326.69	(3,673.31)
Parade	650.00	438.28	(211.72)
Tent, Tables & Chairs	4,400.00	6,992.75	2,592.75
Electricity	2,000.00	2,000.00	-
FD Electrical Setup	225.00	225.00	-
Contingencies	-	-	-
<b>Total expenses</b>	<b>160,025.00</b>	<b>140,673.82</b>	<b>(19,351.18)</b>
<b>Balance Forward</b>	<b>11,294.01</b>	<b>63,778.56</b>	<b>52,484.55</b>
<b>ECLIPSE - 2024</b>			
<b>Revenue</b>			
Sponsorships			
- Sunblock Party	20,000.00	20,302.50	302.50
- Glasses	5,000.00	-	(5,000.00)
- Misc. Sponsorships	5,000.00	-	(5,000.00)
Sales			
- Glasses	12,000.00	59,516.09	47,516.09
- T-Shirts	3,500.00	-	(3,500.00)

	FY 2024 Adopted	FY 2024 Projected	Change
- Other	2,000.00	-	(2,000.00)
TXF from HOT	62,709.00	62,709.00	-
<b>Total</b>	<b>110,209.00</b>	<b>142,527.59</b>	<b>32,318.59</b>

**Expense**

Merchandise			
- Glasses	14,139.00	43,589.73	29,450.73
- T-Shirts	2,500.00	-	(2,500.00)
- Stickers	1,000.00	-	(1,000.00)
- Other	6,000.00	-	(6,000.00)
Maintenance	32,670.00	31,231.00	(1,439.00)
Block Party	28,500.00	3,561.02	(24,938.98)
Other	25,400.00	17,301.30	(8,098.70)
<b>Total expenses</b>	<b>110,209.00</b>	<b>95,683.05</b>	<b>(14,525.95)</b>

**CONSOLIDATED GENERAL FUND**

**Revenue**

City	14,654,837.83	16,149,933.19	1,495,095.36
Parks	655,980.00	653,805.00	(2,175.00)
Founders	171,319.01	204,452.38	33,133.37
Eclipse	110,209.00	142,527.59	32,318.59
<b>Total</b>	<b>15,592,345.84</b>	<b>17,150,718.16</b>	<b>1,558,372.32</b>

**Expense**

City	13,128,993.66	12,711,388.72	(417,604.94)
Parks	1,603,108.85	1,641,301.48	38,192.64
Founders	160,025.00	140,673.82	(19,351.18)
Eclipse	110,209.00	95,683.05	(14,525.95)
<b>Total Expense</b>	<b>15,002,336.50</b>	<b>14,589,047.07</b>	<b>(413,289.44)</b>
<b>Balance Forward</b>	<b>590,009.34</b>	<b>2,561,671.09</b>	<b>1,971,661.75</b>

**DRIPPING SPRINGS FARMERS MARKET**

<b>Balance Forward</b>	<b>31,438.39</b>	<b>31,438.39</b>	<b>-</b>
<b>Revenue</b>			
FM Sponsor	4,000.00	1,000.00	(3,000.00)
Grant Income	1,000.00	1,000.00	-
Booth Space	70,000.00	55,574.29	(14,425.71)
Applications	1,800.00	1,337.14	(462.86)
Membership Fee	2,000.00	2,100.00	100.00
Interest Income	1,300.00	1,836.38	536.38
Market Event/Merch.	1,000.00	200.00	(800.00)
Transfer from General Fund	16,679.31	16,057.18	(622.13)
<b>Total</b>	<b>129,217.70</b>	<b>110,543.38</b>	<b>(18,674.32)</b>

**Expense**

Advertising	4,700.00	3,700.00	(1,000.00)
Market Manager	56,968.21	57,300.00	331.79
Payroll Tax Expense	4,610.07	4,750.00	139.93
DSFM Benefits	6,676.72	6,750.00	73.28
Retirement	3,363.97	3,450.00	86.03
Entertainment& Activities	3,000.00	4,000.00	1,000.00
Dues Fees & Subscriptions	200.00	200.00	-

Item 10.

	FY 2024 Adopted	FY 2024 Projected	Change
Training	100.00	100.00	-
Office Expense	200.00	200.00	-
Supplies Expense	-	-	-
Network & Phone	200.00	200.00	-
Cleaning & Maintenance	2,200.00	1,200.00	(1,000.00)
Other Expense	-	-	-
Capital Fund	-	-	-
Contingency Fund	500.00	500.00	-
Transfer to Reserve Fund	35,000.00	-	(35,000.00)
<b>Total Expense</b>	<b>117,718.98</b>	<b>82,350.00</b>	<b>(35,368.98)</b>
<b>Balance Forward</b>	<b>11,498.72</b>	<b>28,193.38</b>	<b>16,694.65</b>

**PARKLAND DEDICATION FUND**

<b>Balance Forward</b>	<b>564,405.81</b>	<b>564,405.81</b>	-
<b>Revenue</b>			
Parkland Fees	-	-	-
<b>Total Revenue</b>	<b>564,405.81</b>	<b>564,405.81</b>	-
<b>Expense</b>			
Park Improvements	541,480.00	554,040.00	12,560.00
TXF to AG Facility			-
Master Naturalists		-	-
<b>Total Expenses</b>	<b>541,480.00</b>	<b>554,040.00</b>	<b>12,560.00</b>
<b>Balance Forward</b>	<b>22,925.81</b>	<b>10,365.81</b>	<b>(12,560.00)</b>

**PARKLAND DEVELOPMENT FUND**

<b>Balance Forward</b>	-	-	-
<b>Revenue</b>			
Parkland Development Fees			-
<b>Total Revenue</b>	-	-	-
<b>Expense</b>			
Transfer to Parks			-
<b>Total Expenses</b>	-	-	-
<b>Balance Forward</b>	-	-	-

**AG FACILITY FUND**

<b>Balance Forward</b>	-	<b>24,500.00</b>	<b>24,500.00</b>
<b>Revenue</b>			
Ag Facility Fees		84,800.00	84,800.00
<b>Total Revenues</b>	-	<b>109,300.00</b>	<b>109,300.00</b>
<b>Expense</b>			
TXF to DSRP		109,300.00	109,300.00
<b>Total Expense</b>	-	<b>109,300.00</b>	<b>109,300.00</b>
<b>Balance Forward</b>	-	-	-

**LANDSCAPING FUND**

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	FY 2024 Adopted	FY 2024 Projected	Change
<b>Balance Forward</b>	624,827.64	555,567.00	(69,260.64)
<b>Revenue</b>			
Tree Replacement Fees			-
<b>Total Revenues</b>	624,827.64	555,567.00	(69,260.64)

<b>Expense</b>			
Sports and Rec Park	-	-	-
DSRP			-
FMP	3,000.00	3,000.00	-
Charro			-
Historic Districts			-
Professional Services			-
Tree Maintenance	25,000.00	41,200.00	16,200.00
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00	-
<b>Total Expense</b>	30,300.00	46,500.00	16,200.00
<b>Balance Forward</b>	594,527.64	509,067.00	(85,460.64)

**SIDEWALK FUND**

<b>Balance Forward</b>	1,497.00	29,828.96	28,331.96
<b>Revenue</b>			
Fees	-	-	-
<b>Total Revenues</b>	1,497.00	29,828.96	28,331.96

<b>Expense</b>			
Expense	-	-	-
<b>Total Expense</b>	-	-	-
<b>Balance Forward</b>	1,497.00	29,828.96	28,331.96

**DRIPPING SPRINGS RANCH PARK OPERATING FUND**

<b>Balance Forward</b>	242,088.02	240,004.35	(2,083.67)
<b>Revenue</b>			
Stall Rentals	37,200.00	45,000.00	7,800.00
RV/Camping Site Rentals	19,000.00	26,605.00	7,605.00
Facility Rentals	113,500.00	145,000.00	31,500.00
Equipment Rental	6,000.00	15,500.00	9,500.00
Sponsorships & Donations	52,275.00	11,111.00	(41,164.00)
Merchandise Sales	22,065.20	28,000.00	5,934.80
Riding Permits	9,500.00	7,680.00	(1,820.00)
Staff & Misc. Fees	4,000.00	5,000.00	1,000.00
Cleaning Fees	25,000.00	25,160.00	160.00
General Program and Events:			
- Riding Series	35,000.00	32,500.00	(2,500.00)
- Coyote Camp	137,100.00	114,000.00	(23,100.00)
- Misc. Events	2,000.00	54,827.00	52,827.00
- Programing	15,100.00	40,000.00	24,900.00
- Concert Series			-
- Ice Rink	329,425.00	119,206.00	(210,219.00)
- Ice Rink Merchandise		500.00	500.00
Consessions	-	987.50	987.50
Other Income	500.00	2,000.00	1,500.00

	FY 2024 Adopted	FY 2024 Projected	Change
Interest	2,000.00	8,271.44	6,271.44
TXF from Ag Facility		109,300.00	109,300.00
TXF from HOT	300,000.00	322,345.00	22,345.00
<b>Total Revenue</b>	<b>1,351,753.22</b>	<b>1,352,997.29</b>	<b>1,244.07</b>

<b>Expense</b>			
Advertising	15,000.00	4,332.95	(10,667.05)
Office Supplies	10,000.00	3,500.00	(6,500.00)
Postage	-	-	-
DSRP On Call	10,400.00	10,400.00	-
Programing Staff	108,246.48	95,000.00	(13,246.48)
Network and Communications	14,518.00	16,500.00	1,982.00
IT Equipment & Support	5,000.00	5,000.00	-
Co-Sponsored Events	7,900.00	-	(7,900.00)
Sponsorship Expenses	2,100.00	-	(2,100.00)
Supplies and Materials	13,545.00	18,545.00	5,000.00
Uniforms	3,500.00	1,250.00	(2,250.00)
Ranch House Supplies	1,000.00	500.00	(500.00)
Dues, Fees and Subscriptions	5,127.50	6,302.05	1,174.55
Mileage	500.00	500.00	-
Equipment	20,000.00	20,000.00	-
House Equipment			-
Equipment Rental	2,000.00	3,500.00	1,500.00
Equipment Maintenance	25,000.00	25,000.00	-
Portable Toilets	2,500.00	960.00	(1,540.00)
Electric	60,000.00	81,000.00	21,000.00
Water	7,000.00	18,250.00	11,250.00
Septic	750.00	750.00	-
Lift Station Maintenance	12,000.00	20,000.00	8,000.00
Propane/Natural Gas	2,500.00	3,000.00	500.00
On Call Phone	-	-	-
Alarm	6,660.00	8,000.00	1,340.00
Stall Cleaning & Repair	4,000.00	4,200.00	200.00
Training and Education	12,400.00	7,126.85	(5,273.15)
General Program and Events:			-
- Riding Series	32,000.00	26,500.00	(5,500.00)
- Coyote Camp	16,000.00	16,000.00	-
- Misc. Events	700.00	28,274.44	27,574.44
- Programing	8,000.00	18,250.00	10,250.00
- Concert Series			-
- Ice Rink	242,719.40	291,319.76	48,600.36
Other Expense	20,000.00	5,000.00	(15,000.00)
Improvements	355,000.00	200,000.00	(155,000.00)
Tree Planting			-
Contingencies	50,000.00	68,625.00	18,625.00
Fleet Acquisition	-	-	-
Fleet Maintenance	5,500.00	1,800.00	(3,700.00)
General Maintenance and Repair	155,697.24	115,697.24	(40,000.00)
Grounds and General Maintenance	21,690.00		(21,690.00)
House Maintenance	10,000.00	5,050.00	(4,950.00)
HCLE	13,200.00	13,200.00	-
Merchandise	17,065.20	19,000.00	1,934.80

	FY 2024 Adopted	FY 2024 Projected	Change
Sales Tax Remittance	-	2,349.51	2,349.51
RV/Parking Lot			-
TXF to Vehicle Replacement Fund	32,145.00	32,145.00	-
<b>Total Expenses</b>	<b>1,331,363.82</b>	<b>1,196,827.80</b>	<b>(134,536.02)</b>
<b>Balance Forward</b>	<b>20,389.40</b>	<b>156,169.49</b>	<b>135,780.09</b>

**HOTEL OCCUPANCY TAX FUND**

<b>Balance Forward</b>	<b>549,203.99</b>	<b>618,439.63</b>	<b>69,235.64</b>
<b>Revenues</b>			
Hotel Occupancy Tax	800,000.00	1,105,664.55	305,664.55
Interest	7,200.00	18,000.00	10,800.00
<b>Total</b>	<b>1,356,403.99</b>	<b>1,742,104.18</b>	<b>385,700.19</b>

<b>Expenses</b>			
Advertising	-	-	-
Christmas Lighting Displays	27,290.00	67,290.00	40,000.00
City Sponsored Events			-
Historic Districts Marketing	-	-	-
Signage	8,840.00	56,840.00	48,000.00
Arts	20,000.00	35,000.00	15,000.00
Lighting	-	-	-
Dues and Fees	12,000.00	4,715.00	(7,285.00)
TXF to Debt Service	88,487.50	88,487.50	-
RV/ Parking Lot			-
Software	8,000.00	5,500.00	(2,500.00)
TXF to General Fund	62,709.00	262,709.00	200,000.00
TXF to DSVB	233,072.73	233,072.73	-
TXF to Event Center	300,000.00	322,345.00	22,345.00
Grants	39,885.00	39,885.00	-
			-
<b>Total expenses</b>	<b>800,284.23</b>	<b>1,115,844.23</b>	<b>315,560.00</b>
<b>Balance Forward</b>	<b>556,119.76</b>	<b>626,259.95</b>	<b>70,140.19</b>

**VISITORS BUREAU**

<b>Balance Forward</b>	-	-	-
<b>Revenue</b>			
Fees			
- Brewers Fest	1,000.00	900.00	(100.00)
- Wedding Showcase	14,000.00	8,796.68	(5,203.32)
Ticket Sales			
- Brewers Fest	12,000.00	16,609.00	4,609.00
- Dripping with Taste	5,000.00	5,271.69	271.69
- Songwriter's Festival	8,500.00	9,160.00	660.00
Merchandise			
- Brewers Fest	1,000.00	-	(1,000.00)
- Songwriters Festival	5,000.00	3,131.47	(1,868.53)
- Eclipse	2,000.00	-	(2,000.00)
Sponsorships & Donations			
- Songwriter's Festival	78,000.00	25,000.00	(53,000.00)
- Brewers Fest	-	1,000.00	1,000.00

	FY 2024 Adopted	FY 2024 Projected	Change
- Stars in Dripping Springs	-	-	-
Grants	-	-	-
TXF from HOT Fund	233,072.73	233,072.73	-
Other Revenues	-	9,390.02	9,390.02
Interest	-	5,000.00	5,000.00
<b>Total</b>	<b>359,572.73</b>	<b>317,331.59</b>	<b>(42,241.14)</b>

<b>Expense</b>			
<b>Personnel</b>			
- Salaries	144,350.00	115,480.00	(28,870.00)
- Taxes	11,546.78	9,237.42	(2,309.36)
- Benefits	13,430.08	10,744.06	(2,686.02)
- TMRS	8,523.87	6,819.10	(1,704.77)
Dues, Fees and Subscriptions	3,525.00	8,000.00	4,475.00
Advertising & Marketing	20,053.00	68,000.00	47,947.00
Supplies	1,800.00	3,250.00	1,450.00
IT Equipment & Support	-	304.87	304.87
Software	25,260.00	3,000.00	(22,260.00)
Training & Education	3,000.00	19,350.00	16,350.00
Professional Services			
- Marketing Consultant	5,000.00	5,000.00	-
Utilities			
- Water			-
- Electricity	650.00	925.00	275.00
- Phone/Network			-
Website	7,150.00	1,710.00	(5,440.00)
Office Maintenance/Repairs	13,740.00	7,500.00	(6,240.00)
Office Improvements	-	-	-
Postage	250.00	250.00	-
Other	7,214.00	4,000.00	(3,214.00)
Brewers Fest	7,680.00	17,358.60	9,678.60
Dripping with Taste	4,700.00	2,778.71	(1,921.29)
Songwriter's Festival	68,700.00	28,000.00	(40,700.00)
Wedding Showcases	13,000.00	2,300.00	-
Stars in Dripping Springs	-	-	-
Transfer to Capital	-	-	-
<b>Total expenses</b>	<b>359,572.73</b>	<b>314,007.76</b>	<b>(34,864.97)</b>
<b>Balance Forward</b>	<b>-</b>	<b>3,323.83</b>	<b>(7,376.17)</b>

**UTILITY FUND**

<b>Balance Forward</b>	<b>6,393,898.25</b>	<b>7,196,505.52</b>	<b>802,607.27</b>
<b>Wastewater</b>			
<b>Revenue</b>			
TXF from TWDB	14,715,000.00	150,000.00	(14,565,000.00)
Wastewater Service	1,478,767.68	1,847,406.69	368,639.01
Late Fees/Rtn check fees	9,600.00	14,887.76	5,287.76
Portion of Sales Tax	760,000.00	933,970.34	173,970.34
Delayed Connection Fees	5,000.00	28,000.00	23,000.00
Line Extensions			-
Transfer fees	-		-
Overuse fees	335,135.58	174,000.00	(161,135.58)

	FY 2024 Adopted	FY 2024 Projected	Change
Reuse Fees	204,350.00	306,920.00	102,570.00
FM 150 WWU Line Reimbursement	60,000.00	5,000.00	(55,000.00)
Interest			-
Other Income			-
Reuse Water Income	-	365.50	365.50
Developer Reimbursed Costs	927,000.00	245,000.00	(682,000.00)
TXF from General Fund			-
<b>Total Revenues</b>	<b>18,494,853.26</b>	<b>3,671,579.95</b>	<b>(14,789,302.97)</b>

**Expense**

Administrative and General Expense:

- Regulatory Expense			-
- Planning and Permitting	5,000.00	35,000.00	30,000.00

Engineering:

- Engineering & Surveying			-
- Construction Phase Services HR TEFS 1873-001	15,000.00	5,000.00	(10,000.00)
- Misc. Planning/Consulting 1431-001	35,000.00	13,000.00	(22,000.00)
- 2nd Amendment CIP 1881-001	20,000.00	-	(20,000.00)
- Sewer Planning CAD 1971-001	15,000.00	2,000.00	(13,000.00)
- Water Planning 1982-001	5,000.00	2,000.00	(3,000.00)
- FM 150 WWU Line 1989-001	60,000.00	5,000.00	(55,000.00)
- Parallel West Interceptor Design& Cost		-	-
- Caliterra Plan Review & construction Phase Services 15	35,000.00	5,000.00	(30,000.00)
- TLAP Renewal application 1732-001	10,000.00		(10,000.00)
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00	-
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	20,000.00	(80,000.00)
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	15,000.00	(60,000.00)
- Cannon Tract - 1842-001	2,000.00	7,500.00	5,500.00
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	40,000.00	(35,000.00)
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	7,500.00	(42,500.00)
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	40,000.00	(35,000.00)
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	-	(5,000.00)
- Cynosure-Wild Ridge - 2009-001	75,000.00	20,000.00	(55,000.00)
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	5,000.00	(55,000.00)
- New Growth Plan Review & CPS - 60972-2	60,000.00	5,000.00	(55,000.00)
- Cannon Ranch Gateway Village Plan Review & CPS - (	60,000.00	25,000.00	(35,000.00)
- TLAP Renewal application			-

System Operations and Maintenance:

- Routine Operations	87,000.00	19,584.86	(67,415.14)
- Non-Routine Operations	85,800.00	31,744.67	(54,055.33)
- System Maintenance & Repair	24,000.00	166,270.14	142,270.14
- Chlorinator Maintenance	3,900.00	1,250.00	(2,650.00)
- Chlorinator Alarm	1,300.00	-	(1,300.00)
- Odor Control	26,000.00	-	(26,000.00)
- Meter Calibrations	2,730.00	850.00	(1,880.00)
- Lift Station Cleaning	27,300.00	35,000.00	7,700.00
- Jet Cleaning Collection lines	27,360.00	27,360.00	-
- Drip Field Lawn Maintenance	10,000.00	3,000.00	(7,000.00)
- Drip Field Maint & Repairs	20,000.00	7,500.00	(12,500.00)
- Drip Field Meter Box Replacement	-	-	-
- Lift Station repairs	27,300.00	5,000.00	(22,300.00)
- Autodialer Replacement	-	-	-



	FY 2024 Adopted	FY 2024 Projected	Change
- Lift Station Preventative Maintenance	9,700.00	1,000.00	(8,700.00)
- WWTP Repairs/Pump Repairs	58,500.00	54,718.00	(3,782.00)
- Chemicals	15,000.00	10,000.00	(5,000.00)
- Electricity	80,000.00	80,000.00	-
- Laboratory Testing		-	-
- Sludge Hauling	150,000.00	109,929.00	(40,071.00)
- Phone/Network			-
- Supplies	28,500.00	28,500.00	-
- Wastewater Flow Measurement	9,000.00	9,000.00	-
- Backwash Flow Meter & Check valve	-	-	-
- Arrowhead Plant Operations			-
- Big Sky Plant Operations	-	-	-
Arrowhead Operations and Maintenance:			-
- Routine Operations	23,250.00	16,000.00	(7,250.00)
- Non-Routine Operations	21,450.00	20,161.00	(1,289.00)
- Chlorinator Maintenance	1,500.00	-	(1,500.00)
- Chlorinator Alarm	1,000.00	-	(1,000.00)
- Meter Calibrations	1,200.00	850.00	(350.00)
- Lift Station Cleaning	3,000.00	3,000.00	-
- Drip Field Lawn Maintenance	44,000.00	-	(44,000.00)
- Drip Field Maint & Repairs	7,500.00	100.00	(7,400.00)
- Lift Station repairs	2,500.00	-	(2,500.00)
- Lift Station Preventative Maintenance	1,000.00	-	(1,000.00)
- WWTP Repairs/Pump Repairs	14,625.00	5,676.00	(8,949.00)
- Chemicals	13,000.00	12,000.00	(1,000.00)
- Electricity	20,000.00	14,000.00	(6,000.00)
- Sludge Hauling	39,000.00	51,226.00	12,226.00
- Supplies	7,500.00	1,250.00	(6,250.00)
- Equipment			-
- Equipment Maintenance			-
- Fleet Acquisition			-
- Fleet Maintenance			-
- Fuel			-
- Capital Projects	2,029,109.57	500,000.00	(1,529,109.57)
- Arrowhead Plant Lease(s)			
Big Sky Operations and Maintenance:			
- Routine Operations	23,250.00	-	(23,250.00)
- Non-Routine Operations	21,450.00	-	(21,450.00)
- Chlorinator Maintenance	1,500.00	-	(1,500.00)
- Chlorinator Alarm	1,000.00	-	(1,000.00)
- Meter Calibrations	1,200.00	-	(1,200.00)
- Lift Station Cleaning	3,000.00	-	(3,000.00)
- Drip Field Maint & Repairs	7,500.00	-	(7,500.00)
- Lift Station repairs	2,500.00	-	(2,500.00)
- Lift Station Preventative Maintenance	1,000.00	-	(1,000.00)
- WWTP Repairs/Pump Repairs	14,625.00	-	(14,625.00)
- Chemicals	13,000.00	-	(13,000.00)
- Electricity	20,000.00	-	(20,000.00)
- Sludge Hauling	39,000.00	-	(39,000.00)
- Supplies	7,500.00	-	(7,500.00)
Other Expense	85,000.00	40,000.00	(45,000.00)

	FY 2024 Adopted	FY 2024 Projected	Change
Capital Projects:			-
- Road Reconstruction			-
- HR Treated Effluent Fill Station	200,000.00	-	(200,000.00)
- Parallel West Interceptor			-
- Arrowhead Drain Field	1,800,000.00	-	(1,800,000.00)
- Parallel West Interceptor			-
Other:			-
- Reimbursement to Caliterra Oversize of West Interceptor	-	670,464.62	670,464.62
TWDB Engineering:			-
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	45,000.00	(105,000.00)
- East Interceptor 1951-001	125,000.00	45,000.00	(80,000.00)
- Effluent HP 1952-001	175,000.00	20,000.00	(155,000.00)
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00	-
- WWTP Design Assistance			-
- So Regional WW System Exp P&M 1923-001	30,000.00	15,000.00	(15,000.00)
Miscellaneous:			-
- Consultants and Legal	230,000.00	40,000.00	(190,000.00)
TWDB Capital Projects:			-
- West Interceptor	2,000,000.00	-	(2,000,000.00)
- South Collector, LS and FM and TE Line	125,000.00	-	(125,000.00)
- East Interceptor	50,000.00	-	(50,000.00)
- Effluent Holding Pond	2,000,000.00	-	(2,000,000.00)
- WWTP	12,000,000.00	-	(12,000,000.00)
Transfer to General Fund		-	-
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00	-
<b>Total Expense</b>	<b>22,954,485.57</b>	<b>2,410,370.29</b>	<b>(20,544,115.28)</b>

**WATER**

**Revenue**

Fees:			
- Tap Fees		-	-
- Impact Fees		-	-
- Meter Set Fees	5,000.00	4,700.00	(300.00)
- Disconnect Fees		-	-
- Equipment Fees	36,200.00	33,082.97	(3,117.03)
- Inspection Fees	5,000.00	4,750.00	(250.00)
Rates:			-
- Base Rate	63,840.00	47,289.22	(16,550.78)
- Usage	100,000.00	230,570.40	130,570.40
- Penalties		349.89	349.89
Other Revenues	6,000.00	2,396.16	(3,603.84)
TXF from Wastewater Fund	-	-	-
<b>Total Revenue</b>	<b>216,040.00</b>	<b>323,138.64</b>	<b>107,098.64</b>

**Expense**

Administrative and General Expense:			
- Regulatory Expense	-	-	-
- Planning and Permitting	-	-	-
System Operations and Maintenance:			-
- Routine Operations	25,000.00	7,000.00	(18,000.00)
- Non Routine Operations	10,000.00	4,000.00	(6,000.00)

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	FY 2024 Adopted	FY 2024 Projected	Change
- System Maintenance & Repair	20,000.00	27,866.00	7,866.00
- Laboratory Testing	-	-	-
- Supplies	50,000.00	48,000.00	(2,000.00)
- Water Meters			
Operating and Maintenance	-	-	-
<b>Total Expense</b>	<b>105,000.00</b>	<b>86,866.00</b>	<b>(18,134.00)</b>

**ADMINISTRATION**

**Revenues**

PEC	130,000.00	200,860.00	70,860.00
ROW Fees	6,000.00	4,401.20	(1,598.80)
Cable	130,000.00	149,772.47	19,772.47
TX Gas Franchise Fees	3,000.00	10,529.68	7,529.68
Interest	60,000.00	210,000.00	150,000.00
TXF from General Fund	-	-	-
<b>Total Revenue</b>	<b>329,000.00</b>	<b>575,563.35</b>	<b>246,563.35</b>

**Expense**

Administrative and General Expense:

- Administrative/Billing Expense	352,560.00	164,000.00	(188,560.00)
- Legal Fees	50,000.00	37,500.00	(12,500.00)
- Auditing	10,000.00	10,000.00	-
- Software	15,313.00	15,313.00	-
- IT Equipment & Support	4,340.00	5,000.00	660.00
Systems Operations and Maintenance:			
- Phone/Network	16,250.00	16,250.00	-
- Equipment	53,000.00	33,748.00	(19,252.00)
- Equipment Maintenance	10,000.00	1,500.00	(8,500.00)
- Fleet Acquisition	62,000.00	63,236.00	1,236.00
- Fleet Maintenance	12,000.00	12,000.00	-
- Fuel	20,000.00	20,000.00	-
- Laboratory Testing	30,000.00	34,000.00	4,000.00
- SCADA	-	-	-

Supplies

Other Expense

Public Relations	-	1,000.00	
Uniforms	7,470.00	5,000.00	(2,470.00)
Training	13,305.00	8,000.00	(5,305.00)
Dispatch	3,000.00	3,000.00	-
Salaries	527,345.98	527.45.98	#VALUE!
Overtime	-	-	-
Taxes	42,609.97	42,609.97	-
Benefits	59,572.49	59,572.49	-
Retirement	30,894.73	30,894.73	-
On Call	10,400.00	10,400.00	-
<b>Total Expense</b>	<b>1,330,061.17</b>	<b>573,024.19</b>	<b>#VALUE!</b>

**CONSOLIDATED UTILITY FUND**

**Revenue**

Balance Forward	6,393,898.25	7,196,505.52	802,607.27
Wastewater	18,494,853.26	3,671,579.95	(14,823,273.31)
Water	216,040.00	323,138.64	107,098.64

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	FY 2024 Adopted	FY 2024 Projected	Change
Operations	329,000.00	575,563.35	246,563.35
<b>Total</b>	<b>25,433,791.50</b>	<b>11,766,787.46</b>	<b>(13,667,004.04)</b>
<b>Expense</b>			
Wastewater	22,954,485.57	2,410,370.29	(20,544,115.28)
Water	105,000.00	86,866.00	(18,134.00)
Operations	1,330,061.17	573,024.19	(757,036.98)
<b>Total Expense</b>	<b>24,389,546.74</b>	<b>3,070,260.48</b>	<b>(21,319,286.26)</b>
<b>Balance Forward</b>	<b>1,044,244.76</b>	<b>8,696,526.98</b>	<b>7,652,282.22</b>

**TWDB FUND**

<b>Balance Forward</b>	<b>208.34</b>	<b>886.24</b>	<b>677.90</b>
Revenues	14,715,000.00	-	(14,715,000.00)
Interest		20.00	20.00
<b>Total revenue</b>	<b>14,715,208.34</b>	<b>906.24</b>	<b>(14,714,302.10)</b>
<b>Expenses</b>			
Escrow Fees			-
Expenses	14,715,000.00	-	(14,715,000.00)
<b>Total Expenses</b>	<b>14,715,000.00</b>	<b>-</b>	<b>(14,715,000.00)</b>
<b>Balance Forward</b>	<b>208.34</b>	<b>906.24</b>	<b>697.90</b>

**IMPACT FUND**

<b>Bal Forward</b>	<b>2,391,506.74</b>	<b>3,415,797.87</b>	<b>1,024,291.13</b>
<b>Revenue</b>			
Impact Fees	1,080,150.00	270,715.00	(809,435.00)
Impact Fee Deposits			-
Interest Income	45,000.00	90,000.00	45,000.00
<b>Total</b>	<b>3,516,656.74</b>	<b>3,776,512.87</b>	<b>259,856.13</b>
<b>Expense</b>			
TXF to Debt Service 2015	684,900.76	684,900.76	-
TXF to Debt Service 2019	1,043,553.00	1,043,553.00	-
TXF to Debt Service 2022	1,195,288.50	1,195,288.50	-
<b>Total expense</b>	<b>2,923,742.26</b>	<b>2,923,742.26</b>	<b>-</b>
<b>Total Bal Forward</b>	<b>592,914.48</b>	<b>852,770.61</b>	<b>259,856.13</b>

**DEBT SERVICE FUND 2015**

<b>Bal Forward</b>	<b>845,626.75</b>	<b>849,232.36</b>	<b>3,605.61</b>
<b>Revenue</b>			
TXF from Impact Fund	684,900.76	684,900.76	-
Interest	8,000.00	25,000.00	17,000.00
<b>Total Revenue</b>	<b>1,538,527.51</b>	<b>1,559,133.12</b>	<b>20,605.61</b>
<b>Expenses</b>			
Debt Payment 2015	698,498.56	698,498.56	-
<b>Total Expense</b>	<b>698,498.56</b>	<b>698,498.56</b>	<b>-</b>
<b>Balance Forward</b>	<b>840,028.95</b>	<b>860,634.56</b>	<b>20,605.61</b>

**DEBT SERVICE FUND 2013**

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	FY 2024 Adopted	FY 2024 Projected	Change
<b>Bal Forward</b>	<b>102,323.72</b>	<b>102,534.04</b>	<b>210.32</b>
<b>Revenue</b>			
TXF from HOT	88,487.50	88,487.50	-
Interest		26,000.00	26,000.00
<b>Total</b>	<b>190,811.22</b>	<b>217,021.54</b>	<b>26,210.32</b>

<b>Expense</b>			
Tax Series 2013	91,600.00	91,600.00	-
<b>Total Expenses</b>	<b>91,600.00</b>	<b>91,600.00</b>	<b>-</b>
<b>Balance Forward</b>	<b>99,211.22</b>	<b>125,421.54</b>	<b>26,210.32</b>

**DEBT SERVICE FUND 2019**

<b>Bal Forward</b>	<b>1,045,641.43</b>	<b>1,045,641.63</b>	<b>0.20</b>
<b>Revenue</b>			
TXF from Impact Fees	1,043,553.00	1,043,533.00	(20.00)
Interest		28,000.00	28,000.00
<b>Total</b>	<b>2,089,194.43</b>	<b>2,117,174.63</b>	<b>27,980.20</b>

<b>Expense</b>			
Tax Series 2019	1,013,553.00	1,013,533.00	(20.00)
<b>Total Expenses</b>	<b>1,013,553.00</b>	<b>1,013,533.00</b>	<b>(20.00)</b>
<b>Balance Forward</b>	<b>1,075,641.43</b>	<b>1,103,641.63</b>	<b>28,000.20</b>

**DEBT SERVICE FUND 2022**

<b>Bal Forward</b>	<b>1,195,288.50</b>	<b>1,195,288.50</b>	<b>-</b>
<b>Revenue</b>			
TXF from Impact Fees	1,191,888.50	1,191,768.50	(120.00)
Interest	-		
<b>Total</b>	<b>2,387,177.00</b>	<b>2,387,057.00</b>	<b>(120.00)</b>

<b>Expense</b>			
Tax Series 2022	1,195,288.50	1,191,888.50	(3,400.00)
<b>Total Expenses</b>	<b>1,195,288.50</b>	<b>1,191,888.50</b>	<b>(3,400.00)</b>
<b>Balance Forward</b>	<b>1,191,888.50</b>	<b>1,195,168.50</b>	<b>3,280.00</b>

**PEG FUND**

<b>Balance Forward</b>	<b>119,954.90</b>	<b>120,185.10</b>	<b>230.20</b>
<b>Revenues</b>			
TWC	30,000.00	30,000.00	-
Interest Income	2,000.00	4,000.00	2,000.00
<b>Total Revenues</b>	<b>151,954.90</b>	<b>154,185.10</b>	<b>2,230.20</b>

<b>Expense</b>			
TXF to Event Center	-	-	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>151,954.90</b>	<b>154,185.10</b>	<b>2,230.20</b>

	FY 2024 Adopted	FY 2024 Projected	Change
<b>RESERVE FUND</b>			
<b>Balance Forward</b>	<b>2,168,884.62</b>	<b>2,370,859.25</b>	<b>201,974.63</b>
<b>Revenue</b>			
TXF from General Fund	300,000.00	300,000.00	-
Interest	23,000.00	74,000.00	51,000.00
<b>Total</b>	<b>2,491,884.62</b>	<b>2,744,859.25</b>	<b>252,974.63</b>

<b>Expense</b>			
Expense			-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>2,491,884.62</b>	<b>2,744,859.25</b>	<b>252,974.63</b>

<b>TIRZ 1</b>			
<b>Balance Forward</b>	<b>11,632.20</b>	<b>148,754.62</b>	<b>137,122.42</b>
<b>Revenues</b>			
City AV	248,835.49	152,791.25	(96,044.24)
County AV	362,307.49	272,609.00	(89,698.49)
City for GAP Escrow			
Interest Income		21,600.00	
EPS Reimbursements			
<b>Total Revenue</b>	<b>622,775.18</b>	<b>595,754.87</b>	<b>(48,620.31)</b>

<b>Expense</b>			
TIRZ Expense			-
Project Management/Misc. Costs	16,000.00	27,000.00	11,000.00
Project Administration P3 Works	8,000.00	25,000.00	17,000.00
Legal Fees	-		-
EPS			-
MAS	21,000.00	0.00	(21,000.00)
HDR	170,625.00	269,625.00	99,000.00
TJKM - Grant Writing			-
Buie - PR			-
Misc. Consulting	176,750.00	50,000.00	(126,750.00)
Creation Cost Reimbursements			-
TXF to GAP Escrow			-
Stakeholder Reimbursement	80,325.73	80,325.73	-
<b>Total Expense</b>	<b>472,700.73</b>	<b>451,950.73</b>	<b>(20,750.00)</b>
<b>Balance Forward</b>	<b>150,074.45</b>	<b>143,804.14</b>	<b>(27,870.31)</b>

<b>TIRZ 2</b>			
<b>Balance Forward</b>	<b>1,547,461.82</b>	<b>1,232,218.70</b>	<b>(315,243.12)</b>
<b>Revenue</b>			
Interest Income	6,500.00	30,000.00	23,500.00
City AV	419,809.28	347,074.06	(72,735.22)
County AV	609,756.54	604,202.00	(5,554.54)
<b>Total Revenue</b>	<b>2,583,527.64</b>	<b>2,213,494.76</b>	<b>(370,032.88)</b>

<b>Expense</b>			
Project Management/Misc. Costs	16,000.00	27,000.00	11,000.00

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	FY 2024 Adopted	FY 2024 Projected	Change
Project Administration P3 Works	8,000.00	8,000.00	-
MAS	10,000.00	0.00	(10,000.00)
HDR	56,875.00	89,875.00	33,000.00
Misc. Consulting	150,000.00	100,000.00	(50,000.00)
Creation Cost Reimbursements			-
Stakeholder Reimbursement	20,232.27	20,232.27	-
<b>Total Expense</b>	<b>261,107.27</b>	<b>245,107.27</b>	<b>(16,000.00)</b>
<b>Balance Forward</b>	<b>2,322,420.37</b>	<b>1,968,387.49</b>	<b>(354,032.88)</b>

**VEHICLE REPLACEMENT FUND**

<b>Balance Forward</b>	<b>161,025.00</b>	<b>161,025.00</b>	-
<b>Revenue</b>			
TXF from General Fund	86,010.00	86,010.00	-
TXF from DSRP	32,145.00	32,145.00	-
TXF from WWU	37,936.00	37,936.00	-
<b>Total Revenue</b>	<b>317,116.00</b>	<b>317,116.00</b>	-
<b>Expense</b>			
Vehicle Replacement		-	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>317,116.00</b>	<b>317,116.00</b>	-



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

**Submitted By:** Shawn Cox, Deputy City Administrator

**Council Meeting Date:** Tuesday, September 17, 2024

**Agenda Item Wording:** **Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas, adopting the 2024-2025 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.**

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

**Agenda Item Requestor:**

**Summary/Background:**

The latest draft of the budget has been attached to this item. A spreadsheet identifying any changes since the September 3, 2024 draft has been included with the Budget Presentation item.

**Commission  
 Recommendations:**

**Recommended  
 Council Actions:** The Deputy City Administrator recommends approval of the proposed FY 2025 Budget.

**Attachments:**

- Public Notice
- Budget Script
- Draft Budget Ordinance
- FY25 Draft Budget – 9.17.24

**Next Steps/Schedule:** Once approved, the City will file the FY 2025 Approved Budget with the County Clerk’s Office.



**CITY OF DRIPPING SPRINGS, TEXAS  
NOTICE OF PUBLIC HEARING  
FISCAL YEAR 2024-2025**

The City of Dripping Springs, Texas, will hold a public hearing at the following day, time, and place for the purpose of receiving written or oral comments concerning the proposed budget for fiscal year 2024-2025:

Date: September 3, 2024

Time: 6:00 p.m.

Place: City Hall Council Chambers

511 Mercer Street, Dripping Springs, Texas 78620

This budget will raise more total property taxes than last year's budget by \$317,869.18, which is 9.38%, and of that amount \$219,130.40 is tax revenue to be raised from new property added to the tax roll this year.

All interested citizens are encouraged to attend and/or submit written comments. A copy of the proposed budget in its entirety is available for public inspection during normal business hours in the office of the City Secretary, 511 Mercer Street, Dripping Springs, Texas 78620 and on the City's web site at [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com). Written comments can be emailed to City Secretary Diana Boone at [dboone@cityofdrippingsprings.com](mailto:dboone@cityofdrippingsprings.com) or mailed to the Attention of the City Secretary, City of Dripping Springs, PO Box 384, Dripping Springs, TX 78620.

**Agenda Item Posting (adopting the budget) LGC Section 102.009:**

Discuss and consider approval of an Ordinance of the City of Dripping Springs, Texas, Enacting the Municipal Budget for Fiscal Year 2024-2025; Funding Municipal Purposes; Authorizing Expenditures; providing for the following: findings of fact; enactment; filing of budget; repealer; severability; effective date; and proper notice and meeting.

**Motion:**

“I move to approve an Ordinance of the City of Dripping Springs, Texas, Setting and Approving the Municipal Budget for the 2024-2025 Fiscal Year; Funding Municipal Purposes; Authorizing Expenditures; Providing for: Findings of Fact; Enactment; Filing of Budget; Repealer; Severability; Effective Date; and Proper Notice and Meeting to the City Council meeting on September 17, 2024.”

***City Secretary will take a roll call vote for this item.***

Public Hearing, discuss, and consider action on an Ordinance approving the 2024 Ad Valorem Tax Rate and Levy of .1794 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

**Motion:**

“I move that the property tax rate be increased by the adoption of a maintenance and operations tax rate of .1794 per one hundred dollars of assessed valuation, which is effectively a 5.41 percent increase in the tax rate.”

***The City Secretary will take a roll call vote for this item.***

**RATIFICATION: Agenda Item Posting (ratification of budget) LGC Section 102.007:**

Discuss and consider approval of a Resolution of the City of Dripping Springs, Texas, Ratifying the Municipal Budget for Fiscal Year 2024-2025; Funding Municipal Purposes; Authorizing Expenditures; Filing of Budget; Repealer; Severability; Effective Date; and Proper Notice.

**Motion:**

“I move to approve a Resolution of the City of Dripping Springs, Texas, Ratifying the Municipal Budget for Fiscal Year 2024-2025 reflecting that this budget is based on raising more revenue from property taxes than in the previous year.”

***The City Secretary will take a roll call vote for this item.***

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2024-\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, ENACTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2024-2025; FUNDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; FILING OF BUDGET; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to enact and otherwise approve the City’s budget for Fiscal Year 2024-2025; and

**WHEREAS**, the new fiscal year commences for the City of Dripping Springs (“City”) on October 1, 2024; and

**WHEREAS**, the City Council finds that the proposed Budget is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code Chapter 102 of the Local Government Code; and

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

**WHEREAS**, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

**WHEREAS**, the City Council finds that is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance establishing a budget for the upcoming fiscal year; and

**WHEREAS**, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget.

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

The City’s budget for Fiscal Year 2024-2025 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all purposes.

**3. REPEALER**

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

**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. FILING THE BUDGET**

The City Secretary is hereby directed to file the budget on the website of the City and in the City’s official records.

**6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

**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 proved as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED this, the 17<sup>th</sup> day of September, by the following City Council of Dripping Springs roll call vote:**

<b>Mayor Pro Tem Manassian</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member King</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Tahuahua</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Crow</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Parks</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Diana Boone, City Secretary



## City of Dripping Springs Fiscal Year 2024-25 Budget Cover Page

This budget will raise more total property taxes than last year’s budget by \$408,766.83 which is a 12.39% percent increase, and of that amount \$219,130.40 is tax revenue to be raised from new property added to the tax roll this year.

### Dripping Springs City Council Recorded Roll Call Vote:

<b>Mayor Pro Tem Manassian</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member King</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Tahuahua</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Crow</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Parks</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>

### Property Tax Rate Comparison

	<b>Fiscal Year 2023-2024</b>	<b>Fiscal Year 2024-2025</b>
Property Tax Rate	\$0.1718/100	\$0.1794/100
No-new-revenue Tax Rate	\$0.1546/100	\$0.1702/100
No-new-revenue Maintenance & Operations Tax Rate	\$0.1546/100	\$0.1702/100
Voter Approval Tax Rate	\$0.1718/100	\$0.1794/100
Debt Rate	\$0.0000/100	\$0.0000/100

### City Debt Obligations

Total debt obligation for City of Dripping Springs secured by property taxes: \$2,500,000.

### Newspaper Notices:

In 2023-2024 Fiscal Year the City expended \$2,549.43 on public notices through September 13, 2024. In 2024-2025 Fiscal Year the City has budgeted \$2,600.00 for public notices.

### Legislative Services

In the 2023-2024 Fiscal Year the City expended \$0.00 for legislative services. In the 2024-2025 Fiscal Year the City has budgeted \$50,000.00 for legislative services.

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
<b>CITY - GENERAL FUND</b>					
<b>Balance Forward</b>	<b>3,712,517.47</b>	<b>3,804,637.39</b>	<b>92,119.92</b>	<b>4,597,656.14</b>	<b>2,687,768.99</b>
<b>Revenue</b>					
AD Valorem	3,389,487.36	3,389,487.36	-	3,298,589.71	3,707,356.54
AV P&I	4,000.00	4,000.00	-	9,264.19	4,000.00
Sales Tax	3,800,000.00	3,800,000.00	-	4,669,851.69	4,500,000.00
Mixed Beverage	75,000.00	75,000.00	-	100,000.00	100,000.00
Alcohol Permits	9,000.00	9,000.00	-	6,690.00	6,500.00
Fire Inspections	50,000.00	50,000.00	-	65,000.00	50,000.00
Bank Interest	50,000.00	50,000.00	-	185,000.00	150,000.00
Development Fees:					
- Subdivision	638,875.00	638,875.00	-	400,000.00	295,100.00
- Site Dev	850,000.00	850,000.00	-	500,000.00	400,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00	-	145,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00	-	1,500,000.00	1,500,000.00
Transportation Improvements Reimbursements	240,000.00	240,000.00	-	240,000.00	1,010,000.00
Solid Waste	45,000.00	45,000.00	-	68,000.00	55,000.00
Health Permits/Inspections	75,000.00	75,000.00	-	80,000.00	75,000.00
Municipal Court					
Other Income	40,000.00	40,000.00	-	40,000.00	40,000.00
TXF from Capital Improvements					
TXF DSRP On Call	10,400.00	10,400.00	-	10,400.00	
TXF from HOT				200,000.00	55,000.00
TXF from WWU					
TXF from TIRZ	100,558.00	100,558.00	-	100,558.00	-
TXF from Sidewalk Fund					29,000.00
FEMA	-	-	-	103,775.15	
CARES Act	-	-	-		
Opioid Abatement	-	-	-		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-		
<b>Total</b>	<b>14,654,837.83</b>	<b>14,746,957.75</b>	<b>92,119.92</b>	<b>16,319,784.88</b>	<b>14,729,725.53</b>
<b>Expense</b>					
Supplies	35,000.00	35,000.00	-	37,000.00	37,000.00
Office IT Equipment and Support	139,499.00	139,499.00	-	145,000.00	117,329.00
Software Purchase, Agreements and Licenses	192,000.00	192,000.00	-	192,000.00	301,251.76
Website	6,800.00	6,800.00	-	6,916.24	7,000.00
Communications Network/Phone	58,395.84	58,395.84	-	67,000.00	85,221.64
Miscellaneous Office Equipment	10,300.00	10,300.00	-	10,300.00	10,000.00
Utilities:					
- Street Lights	20,000.00	20,000.00	-	20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00	-	4,000.00	4,000.00
- Office Electric	5,500.00	5,500.00	-	10,350.00	8,000.00
- Office Water	650.00	650.00	-	1,600.00	750.00
- DT Restroom Electric					2,000.00
- DT Restroom Water					2,000.00
- Stephenson Electric	1,500.00	1,500.00	-	1,000.00	1,500.00
- Stephenson Water	500.00	500.00	-	600.00	800.00
Transportation:					
- Improvement Projects	1,140,000.00	1,140,000.00	-	1,873,000.00	790,000.00
- Street & ROW Maintenance	211,005.00	211,005.00	-	125,000.00	215,075.00
- Street Improvements	660,000.00	660,000.00	-	899,954.62	-
Office Maintenance/Repairs	19,860.00	19,860.00	-	19,860.00	36,880.00
Stephenson Building Maintenance	550.00	550.00	-	550.00	2,500.00
Maintenance Equipment	8,500.00	8,500.00	-	8,500.00	115,500.00
Equipment Maintenance	6,750.00	6,750.00	-	6,750.00	17,750.00
Maintenance Supplies	6,500.00	6,500.00	-	6,500.00	6,500.00
Fleet Acquisition	361,000.00	361,000.00	-	325,000.00	50,000.00
Fleet Maintenance	78,020.00	78,020.00	-	78,020.00	103,295.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
City Hall Improvements	556,000.00	556,000.00	-	10,000.00	1,100,000.00
Maintenance Facility	-	-	-	-	-
Uniforms	17,500.00	17,500.00	-	17,500.00	17,500.00
Special Projects:	-	-	-	-	-
- Family Violence Ctr	7,000.00	7,000.00	-	7,000.00	7,000.00
- Lighting Compliance	2,000.00	2,000.00	-	2,000.00	2,000.00
- Economic Development	5,000.00	5,000.00	-	5,000.00	5,000.00
- Records Management	1,220.00	1,220.00	-	1,220.00	720.00
- Government Affairs	-	-	-	-	50,000.00
- Stephenson Parking Lot Improvements	-	-	-	-	-
- Stephenson Building Rehabilitation	92,025.00	92,025.00	-	135,000.00	-
- Planning Consultant	165,000.00	257,119.92	92,119.92	92,119.92	30,000.00
- Land Acquisition	10,000.00	10,000.00	-	67,500.00	10,000.00
- Downtown Bathroom	200,000.00	200,000.00	-	200,000.00	-
- City Hall Planning	20,000.00	20,000.00	-	-	-
Public Safety:	-	-	-	-	-
- Emergency Management Equipment	79,200.00	79,200.00	-	80,000.00	67,500.00
- Emergency Equipment Fire & Safety	996.00	996.00	-	1,300.00	611.00
- Emergency Mgt PR	2,000.00	2,000.00	-	1,500.00	3,000.00
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00	-	14,500.00	12,299.00
- Emergency Management Other	-	-	-	-	-
- Animal Control	3,400.00	3,400.00	-	3,400.00	3,400.00
Public Relations	15,300.00	15,300.00	-	15,300.00	15,000.00
Postage	3,500.00	3,500.00	-	5,500.00	4,500.00
TML Insurance:	-	-	-	-	-
- Liability	27,277.00	27,277.00	-	27,277.00	33,908.00
- Property	48,810.00	48,810.00	-	54,200.00	67,191.00
- Workers' Comp	34,656.00	34,656.00	-	52,750.00	42,497.00
Dues, Fees, Subscriptions	31,500.00	31,500.00	-	90,114.00	74,462.85
Public Notices	2,000.00	2,000.00	-	3,500.00	2,600.00
City Sponsored Events	-	-	-	-	-
Election	8,000.00	8,000.00	-	-	8,000.00
Salaries	3,238,716.65	3,238,716.65	-	2,914,844.99	3,936,374.84
Taxes	259,605.82	259,605.82	-	233,645.24	309,012.18
Benefits	279,323.88	279,323.88	-	251,391.49	315,432.63
Retirement	185,186.55	185,186.55	-	166,667.89	214,341.87
DSRP Salaries	540,752.60	540,752.60	-	540,752.60	293,829.00
DSRP Taxes	43,887.57	43,887.57	-	43,887.57	23,737.92
DSRP Benefits	66,694.30	66,694.30	-	66,694.30	35,267.45
DSRP Retirement	31,931.44	31,931.44	-	31,931.44	17,049.43
Professional Services:	-	-	-	-	-
- Financial Services	37,500.00	37,500.00	-	49,250.00	37,500.00
- Engineering	70,000.00	70,000.00	-	70,000.00	70,000.00
- Special Counsel and Consultants	49,000.00	49,000.00	-	49,000.00	16,000.00
- Muni Court	15,500.00	15,500.00	-	8,000.00	15,500.00
- Bldg. Inspector	750,000.00	750,000.00	-	950,000.00	750,000.00
- Fire Inspector	40,000.00	40,000.00	-	65,000.00	40,000.00
- Health Inspector	60,000.00	60,000.00	-	45,000.00	-
- Architectural and Landscape Consultants	5,000.00	5,000.00	-	4,000.00	5,000.00
- Historic District Consultant	13,500.00	19,750.00	6,250.00	19,750.00	29,500.00
- Lighting Consultant	2,000.00	2,000.00	-	2,000.00	2,000.00
- Human Resource Consultant	28,306.00	28,306.00	-	35,000.00	38,200.00
Training/CE	84,158.93	84,158.93	-	84,158.93	100,000.00
Employee Engagement	20,000.00	20,000.00	-	20,000.00	20,000.00
Meeting Supplies	12,700.00	12,700.00	-	7,500.00	3,120.00
Code Publication	5,200.00	5,200.00	-	5,200.00	6,461.47
Mileage	2,000.00	2,000.00	-	1,000.00	2,000.00
Miscellaneous Office Expense	10,000.00	10,000.00	-	10,000.00	10,000.00
Bad Debt Expense	-	-	-	-	-
Contingencies/Emergency Fund	50,000.00	50,000.00	-	50,000.00	61,296.00

Item 11.



	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Coronavirus Local Fiscal Recovery Funds (CLFRF)			-		
Debt Payment 2024	367,000.00	367,000.00	-	-	486,041.67
Debt Payment 2025					865,000.00
TXF to Reserve Fund	500,000.00	500,000.00	-	500,000.00	500,000.00
TXF AV to TIF	668,644.77	528,625.00	(140,019.77)	499,865.31	575,566.14
TXF to TIRZ			-		
Sales Tax TXF to WWU	760,000.00	760,000.00	-	933,970.34	900,000.00
SPA & ECO D TXF	218,880.00	218,880.00	-	268,983.46	259,200.00
TXF to DSRP	-	-	-		
TXF to Capital Improvement Fund	300,000.00	300,000.00	-	-	-
TXF to Vehicle Replacement Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF to WWU			-		
TXF to Founders Day			-		
TXF to Farmers Market	16,679.31	16,679.31	-	16,057.18	16,542.01
<b>Total</b>	<b>13,128,993.66</b>	<b>13,087,343.81</b>	<b>(41,649.85)</b>	<b>12,755,142.51</b>	<b>13,561,681.40</b>

**PARKS - GENERAL FUND**

<b>Revenue</b>					
Sponsorships and Donations	5,000.00	5,000.00	-	2,600.00	5,500.00
City Sponsored Events			-		
Programs and Events	22,600.00	22,600.00	-	6,257.00	9,500.00
Community Service Permit Fees	1,800.00	1,800.00	-	340.00	1,800.00
Aquatics Program Income	55,300.00	55,300.00	-	55,300.00	41,750.00
Pool and Pavilion Rental	20,800.00	20,800.00	-	20,800.00	21,235.00
Park Rental Fees	6,000.00	6,000.00	-	11,468.00	6,000.00
Reimbursement of Utility Costs			-		
TXF from HOT Fund	-	-	-		16,500.00
TXF from Parkland Dedication	541,480.00	554,040.00	12,560.00	554,040.00	8,500.00
TXF from Parkland Development			-		
TXF from Landscaping Fund	3,000.00	3,000.00	-	3,000.00	60,000.00
<b>Total Revenue</b>	<b>655,980.00</b>	<b>668,540.00</b>	<b>12,560.00</b>	<b>653,805.00</b>	<b>170,785.00</b>

<b>Expense</b>					
Other	13,320.00	13,320.00	-	11,820.00	6,500.00
Park Consultants					
Dues Fees and Subscriptions	3,402.00	3,402.00	-	3,402.00	2,575.00
Advertising & Marketing	16,250.00	16,250.00	-	16,250.00	15,500.00
<b>Total Other</b>	<b>32,972.00</b>	<b>32,972.00</b>	<b>-</b>	<b>31,472.00</b>	<b>24,575.00</b>

<b>Public Improvements</b>					
All Parks	156,500.00	156,500.00	-	156,500.00	247,000.00
Triangle Improvement	-	-	-		5,000.00
Rathgeber Improvements	215,000.00	215,000.00	-	274,722.63	-
Founders Park	597,000.00	597,000.00	-	570,000.00	175,000.00
Founders Pool			-		10,000.00
Skate Park	150,000.00	150,000.00	-	150,000.00	25,000.00
S & R Park	54,000.00	66,560.00	12,560.00	66,560.00	70,000.00
Charro Ranch Park	600.00	600.00	-	600.00	-
<b>Total Improvements</b>	<b>1,173,100.00</b>	<b>1,185,660.00</b>	<b>12,560.00</b>	<b>1,218,382.63</b>	<b>532,000.00</b>

<b>Utilities</b>					
Portable Toilets	7,250.00	7,250.00	-	7,250.00	10,000.00
Hays Trinity Groundwater Permit	-	-		-	150.00
Triangle Electric	500.00	500.00	-	500.00	500.00
Triangle Water	500.00	500.00	-	450.00	500.00
Ranch House Network/Phone	8,568.00	8,568.00	-	8,568.00	8,568.00
S&R Park Water	13,000.00	13,000.00	-	13,000.00	13,000.00
SRP Electric	2,500.00	2,500.00	-	2,500.00	2,500.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-	6,000.00	5,200.00
FMP Pool//Electricity	5,000.00	5,000.00	-	5,200.00	4,200.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Pool Phone/Network	3,040.00	3,040.00	-	4,400.00	2,500.00
FMP Pool Propane	13,250.00	13,250.00	-	6,500.00	10,000.00
<b>Total Utilities</b>	<b>59,608.00</b>	<b>59,608.00</b>	-	<b>54,368.00</b>	<b>57,518.00</b>
<b>Maintenance</b>					
General Maintenance (All Parks)	9,000.00	9,000.00	-	9,000.00	25,000.00
Trail Washout repairs			-		
Equipment Rental	1,000.00	1,000.00	-	500.00	5,000.00
Founders Pool	36,000.00	36,000.00	-	36,000.00	21,000.00
Founders Park	17,740.00	17,740.00	-	17,740.00	26,000.00
Skate Park Maintenance	500.00	500.00	-	500.00	2,500.00
S&R	42,920.00	42,920.00	-	42,920.00	43,500.00
Charro Ranch Park	9,300.00	9,300.00	-	9,300.00	26,150.00
Triangle/ Veteran's Memorial Park	700.00	700.00	-	700.00	5,700.00
Rathgeber Maintenance			-		
Ranch Park Maintenance	-	-			17,000.00
<b>Total Maintenance</b>	<b>117,160.00</b>	<b>117,160.00</b>	-	<b>116,660.00</b>	<b>171,850.00</b>
<b>Supplies</b>					
General Parks	8,550.00	8,550.00	-	8,550.00	19,600.00
Charro Ranch Supplies	1,250.00	1,250.00	-	1,250.00	1,050.00
Founders Park Supplies	-	-	-		-
Founders Pool Supplies	40,075.00	40,075.00	-	40,075.00	26,200.00
Program and Events	10,950.00	10,950.00	-	10,950.00	10,950.00
DSRP & Ranch House Supplies			-		
Rathgeber Supplies	600.00	600.00	-	750.00	1,504.00
S&R Supplies	400.00	400.00	-	400.00	400.00
<b>Total Supplies</b>	<b>61,825.00</b>	<b>61,825.00</b>	-	<b>61,975.00</b>	<b>59,704.00</b>
<b>Program Staff</b>					
Camp Staff			-		-
Program Event Staff	27,801.76	27,801.76	-	27,801.76	16,840.00
Aquatics Staff	130,642.09	130,642.09	-	130,642.09	126,813.64
<b>Total Staff Expense</b>	<b>158,443.85</b>	<b>158,443.85</b>	-	<b>158,443.85</b>	<b>143,653.64</b>
<b>Total Parks Expenditures</b>	<b>1,603,108.85</b>	<b>1,615,668.85</b>	<b>12,560.00</b>	<b>1,641,301.48</b>	<b>989,300.64</b>
<b>FOUNDERS DAY - GENERAL FUND</b>					
<b>Balance Forward</b>	<b>46,869.01</b>	<b>46,869.01</b>	-	<b>46,869.01</b>	<b>63,778.56</b>
<b>Revenue</b>			-		
Craft booths/Business Booths	6,250.00	6,250.00	-	6,167.25	7,540.00
Food booths	1,300.00	1,300.00	-	1,575.00	1,500.00
BBQ cookers	4,600.00	4,600.00	-	4,950.00	5,115.00
Carnival	14,000.00	14,000.00	-	16,739.00	15,000.00
Parade	4,000.00	4,000.00	-	4,130.00	4,675.00
Sponsorship	90,000.00	90,000.00	-	118,900.00	100,000.00
Parking concession	1,000.00	1,000.00	-	1,522.12	500.00
Electric	3,300.00	3,300.00	-	3,600.00	3,000.00
Misc.			-		
TXF from General Fund			-		
<b>Total</b>	<b>171,319.01</b>	<b>171,319.01</b>	-	<b>204,452.38</b>	<b>201,108.56</b>
<b>Expense</b>					
Publicity	2,500.00	2,500.00	-	1,000.00	1,400.00
Porta-Potties	15,000.00	15,000.00	-	8,368.10	10,000.00
Security	35,000.00	35,000.00	-	37,621.65	38,000.00
Health, Safety & Lighting	30,500.00	30,500.00	-	27,078.02	17,500.00
Transportation	7,000.00	7,000.00	-	5,700.00	10,500.00
Barricades/Traffic Plan	6,500.00	6,500.00	-	8,130.00	21,500.00
Bands/Music/Sound	22,500.00	22,500.00	-	19,436.52	21,500.00

Item 11.

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Clean Up	20,000.00	20,000.00	-	16,925.41	18,500.00
FD Event Supplies	7,750.00	7,750.00	-	4,431.40	1,000.00
Sponsorship	6,000.00	6,000.00	-	2,326.69	3,500.00
Parade	650.00	650.00	-	438.28	500.00
Tent, Tables & Chairs	4,400.00	4,400.00	-	6,992.75	7,000.00
Electricity	2,000.00	2,000.00	-	2,000.00	2,000.00
FD Electrical Setup	225.00	225.00	-	225.00	225.00
Contingencies	-	-	-	-	-
<b>Total expenses</b>	<b>160,025.00</b>	<b>160,025.00</b>	<b>-</b>	<b>140,673.82</b>	<b>156,625.00</b>
<b>Balance Forward</b>	<b>11,294.01</b>	<b>11,294.01</b>	<b>-</b>	<b>63,778.56</b>	<b>44,483.56</b>

**ECLIPSE - 2024**

<b>Revenue</b>					
<b>Sponsorships</b>					
- Sunblock Party	20,000.00	20,000.00	-	20,302.50	-
- Glasses	5,000.00	5,000.00	-	-	-
- Misc. Sponsorships	5,000.00	5,000.00	-	-	-
<b>Sales</b>					
- Glasses	12,000.00	12,000.00	-	59,516.09	-
- T-Shirts	3,500.00	3,500.00	-	-	-
- Other	2,000.00	2,000.00	-	-	-
TXF from HOT	62,709.00	62,709.00	-	62,709.00	-
<b>Total</b>	<b>110,209.00</b>	<b>110,209.00</b>	<b>-</b>	<b>142,527.59</b>	<b>-</b>

<b>Expense</b>					
<b>Merchandise</b>					
- Glasses	14,139.00	14,139.00	-	43,589.73	-
- T-Shirts	2,500.00	2,500.00	-	-	-
- Stickers	1,000.00	1,000.00	-	-	-
- Other	6,000.00	6,000.00	-	-	-
<b>Maintenance</b>	<b>32,670.00</b>	<b>32,670.00</b>	<b>-</b>	<b>31,231.00</b>	<b>-</b>
Block Party	28,500.00	28,500.00	-	3,561.02	-
Other	25,400.00	25,400.00	-	17,301.30	-
<b>Total expenses</b>	<b>110,209.00</b>	<b>110,209.00</b>	<b>-</b>	<b>95,683.05</b>	<b>-</b>

**CONSOLIDATED GENERAL FUND**

<b>Revenue</b>					
City	14,654,837.83	14,746,957.75	92,119.92	16,319,784.88	14,729,725.53
Parks	655,980.00	668,540.00	12,560.00	653,805.00	170,785.00
Founders	171,319.01	171,319.01	-	204,452.38	201,108.56
Eclipse	110,209.00	110,209.00	-	142,527.59	-
<b>Total</b>	<b>15,592,345.84</b>	<b>15,697,025.76</b>	<b>104,679.92</b>	<b>17,320,569.85</b>	<b>15,101,619.09</b>
<b>Expense</b>					
City	13,128,993.66	13,087,343.81	(41,649.85)	12,755,142.51	13,561,681.40
Parks	1,603,108.85	1,615,668.85	12,560.00	1,641,301.48	989,300.64
Founders	160,025.00	160,025.00	-	140,673.82	156,625.00
Eclipse	110,209.00	110,209.00	-	95,683.05	-
<b>Total Expense</b>	<b>15,002,336.50</b>	<b>14,973,246.65</b>	<b>(29,089.85)</b>	<b>14,632,800.86</b>	<b>14,707,607.04</b>
<b>Balance Forward</b>	<b>590,009.34</b>	<b>723,779.11</b>	<b>133,769.77</b>	<b>2,687,768.99</b>	<b>394,012.04</b>

**DRIPPING SPRINGS FARMERS MARKET**

<b>Balance Forward</b>	<b>31,438.39</b>	<b>31,438.39</b>	<b>-</b>	<b>31,438.39</b>	<b>28,193.38</b>
<b>Revenue</b>					
FM Sponsor	4,000.00	4,000.00	-	1,000.00	1,000.00
Grant Income	1,000.00	1,000.00	-	1,000.00	1,000.00
Booth Space	70,000.00	70,000.00	-	55,574.29	66,000.00
Applications	1,800.00	1,800.00	-	1,337.14	1,400.00
Membership Fee	2,000.00	2,000.00	-	2,100.00	2,200.00
Interest Income	1,300.00	1,300.00	-	1,836.38	299

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Market Event/Merch.	1,000.00	1,000.00	-	200.00	400.00
Transfer from General Fund	16,679.31	16,679.31	-	16,057.18	16,542.01
<b>Total</b>	<b>129,217.70</b>	<b>129,217.70</b>	<b>-</b>	<b>110,543.38</b>	<b>118,535.39</b>

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<b>Expense</b>					
Advertising	4,700.00	4,700.00	-	3,700.00	4,700.00
Market Manager	56,968.21	56,968.21	-	57,300.00	60,468.30
Payroll Tax Expense	4,610.07	4,610.07	-	4,750.00	4,877.83
DSFM Benefits	6,676.72	6,676.72	-	6,750.00	7,057.78
Retirement	3,363.97	3,363.97	-	3,450.00	3,508.67
Entertainment & Activities	3,000.00	3,000.00	-	4,000.00	5,000.00
Dues Fees & Subscriptions	200.00	200.00	-	200.00	200.00
Training	100.00	100.00	-	100.00	100.00
Office Expense	200.00	200.00	-	200.00	200.00
Supplies Expense	-	-	-	-	-
Network & Phone	200.00	200.00	-	200.00	200.00
Cleaning & Maintenance	2,200.00	2,200.00	-	1,200.00	2,200.00
Other Expense	-	-	-	-	-
Capital Fund	-	-	-	-	-
Contingency Fund	500.00	500.00	-	500.00	500.00
Transfer to Reserve Fund	35,000.00	35,000.00	-	-	-
<b>Total Expense</b>	<b>117,718.98</b>	<b>117,718.98</b>	<b>-</b>	<b>82,350.00</b>	<b>89,012.58</b>
<b>Balance Forward</b>	<b>11,498.72</b>	<b>11,498.72</b>	<b>-</b>	<b>28,193.38</b>	<b>29,522.81</b>

<b>PARKLAND DEDICATION FUND</b>					
<b>Balance Forward</b>	<b>564,405.81</b>	<b>564,405.81</b>	<b>-</b>	<b>564,405.81</b>	<b>10,365.81</b>
<b>Revenue</b>					
Parkland Fees	-	-	-	-	-
<b>Total Revenue</b>	<b>564,405.81</b>	<b>564,405.81</b>	<b>-</b>	<b>564,405.81</b>	<b>10,365.81</b>

<b>Expense</b>					
Park Improvements	541,480.00	554,040.00	12,560.00	554,040.00	-
TXF to AG Facility	-	-	-	-	-
Master Naturalists	-	-	-	-	-
<b>Total Expenses</b>	<b>541,480.00</b>	<b>554,040.00</b>	<b>12,560.00</b>	<b>554,040.00</b>	<b>-</b>
<b>Balance Forward</b>	<b>22,925.81</b>	<b>10,365.81</b>	<b>(12,560.00)</b>	<b>10,365.81</b>	<b>10,365.81</b>

<b>PARKLAND DEVELOPMENT FUND</b>					
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Revenue</b>					
Parkland Development Fees	-	-	-	-	-
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>Expense</b>					
Transfer to Parks	-	-	-	-	-
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>AG FACILITY FUND</b>					
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>24,500.00</b>	<b>-</b>
<b>Revenue</b>					
Ag Facility Fees	-	-	-	84,800.00	-
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>109,300.00</b>	<b>-</b>

<b>Expense</b>					
TXF to DSRP	-	-	-	109,300.00	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>109,300.00</b>	<b>300</b>

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Balance Forward	-	-	-	-	-

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**LANDSCAPING FUND**

<b>Balance Forward</b>	<b>624,827.64</b>	<b>624,827.64</b>	-	<b>555,567.00</b>	<b>509,067.00</b>
<b>Revenue</b>					
Tree Replacement Fees			-		
<b>Total Revenues</b>	<b>624,827.64</b>	<b>624,827.64</b>	-	<b>555,567.00</b>	<b>509,067.00</b>
<b>Expense</b>					
Sports and Rec Park	-	-	-	-	-
DSRP			-	-	-
FMP	3,000.00	3,000.00	-	3,000.00	-
Charro			-	-	-
Historic Districts			-	-	-
Professional Services			-	-	-
Tree Maintenance	25,000.00	41,200.00	16,200.00	41,200.00	25,000.00
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00	-	2,300.00	2,300.00
<b>Total Expense</b>	<b>30,300.00</b>	<b>46,500.00</b>	<b>16,200.00</b>	<b>46,500.00</b>	<b>27,300.00</b>
<b>Balance Forward</b>	<b>594,527.64</b>	<b>578,327.64</b>	<b>(16,200.00)</b>	<b>509,067.00</b>	<b>481,767.00</b>

**SIDEWALK FUND**

<b>Balance Forward</b>	<b>1,497.00</b>	<b>1,497.00</b>	-	<b>29,828.96</b>	<b>29,828.96</b>
<b>Revenue</b>					
Fees	-	-	-	-	-
<b>Total Revenues</b>	<b>1,497.00</b>	<b>1,497.00</b>	-	<b>29,828.96</b>	<b>29,828.96</b>
<b>Expense</b>					
Expense	-	-	-	-	29,000.00
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>29,000.00</b>
<b>Balance Forward</b>	<b>1,497.00</b>	<b>1,497.00</b>	-	<b>29,828.96</b>	<b>828.96</b>

**DRIPPING SPRINGS RANCH PARK OPERATING FUND**

<b>Balance Forward</b>	<b>242,088.02</b>	<b>242,088.02</b>	-	<b>240,004.35</b>	<b>156,169.49</b>
<b>Revenue</b>					
Stall Rentals	37,200.00	37,200.00	-	45,000.00	40,000.00
RV/Camping Site Rentals	19,000.00	19,000.00	-	26,605.00	21,000.00
Facility Rentals	113,500.00	113,500.00	-	145,000.00	125,000.00
Equipment Rental	6,000.00	6,000.00	-	15,500.00	8,000.00
Sponsorships & Donations	52,275.00	52,275.00	-	11,111.00	52,275.00
Merchandise Sales	22,065.20	22,065.20	-	28,000.00	22,065.20
Riding Permits	9,500.00	9,500.00	-	7,680.00	8,000.00
Staff & Misc. Fees	4,000.00	4,000.00	-	5,000.00	4,000.00
Cleaning Fees	25,000.00	25,000.00	-	25,160.00	25,000.00
General Program and Events:					
- Riding Series	35,000.00	35,000.00	-	32,500.00	35,000.00
- Coyote Camp	137,100.00	137,100.00	-	114,000.00	137,100.00
- Misc. Events	2,000.00	2,000.00	-	54,827.00	12,000.00
- Programing	15,100.00	15,100.00	-	40,000.00	53,000.00
- Concert Series			-		
- Ice Rink	329,425.00	320,625.00	(8,800.00)	119,206.00	229,169.00
- Ice Rink Merchandise			-	500.00	500.00
Consessions	-	-	-	987.50	-
Other Income	500.00	500.00	-	2,000.00	500.00
Interest	2,000.00	2,000.00	-	8,271.44	4,500.00
TXF from Ag Facility			-	109,300.00	-
TXF from HOT	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00
<b>Total Revenue</b>	<b>1,351,753.22</b>	<b>1,351,753.22</b>	-	<b>1,352,997.29</b>	<b>1,260,301.00</b>

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	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
<b>Expense</b>					
Advertising	15,000.00	15,000.00	-	4,332.95	15,000.00
Office Supplies	10,000.00	10,000.00	-	3,500.00	10,000.00
Postage	-	-	-	-	-
DSRP On Call	10,400.00	10,400.00	-	10,400.00	-
Programing Staff	108,246.48	108,246.48	-	95,000.00	154,246.48
Network and Communications	14,518.00	14,518.00	-	16,500.00	9,414.00
IT Equipment & Support	5,000.00	5,000.00	-	5,000.00	3,000.00
Co-Sponsored Events	7,900.00	7,900.00	-	-	7,900.00
Sponsorship Expenses	2,100.00	2,100.00	-	-	2,100.00
Supplies and Materials	13,545.00	13,545.00	-	18,545.00	-
Uniforms	3,500.00	3,500.00	-	1,250.00	1,000.00
Ranch House Supplies	1,000.00	1,000.00	-	500.00	1,000.00
Dues, Fees and Subscriptions	5,127.50	5,127.50	-	6,302.05	5,127.50
Mileage	500.00	500.00	-	500.00	500.00
Equipment	20,000.00	20,000.00	-	20,000.00	5,000.00
House Equipment			-		
Equipment Rental	2,000.00	2,000.00	-	3,500.00	3,000.00
Equipment Maintenance	25,000.00	25,000.00	-	25,000.00	25,000.00
Portable Toilets	2,500.00	2,500.00	-	960.00	960.00
Electric	60,000.00	60,000.00	-	81,000.00	60,000.00
Water	7,000.00	7,000.00	-	18,250.00	7,000.00
Septic	750.00	750.00	-	750.00	750.00
Lift Station Maintenance	12,000.00	12,000.00	-	20,000.00	12,000.00
Propane/Natural Gas	2,500.00	2,500.00	-	3,000.00	2,500.00
On Call Phone	-	-	-		
Alarm	6,660.00	6,660.00	-	8,000.00	13,317.24
Stall Cleaning & Repair	4,000.00	4,000.00	-	4,200.00	4,000.00
Training and Education	12,400.00	12,400.00	-	7,126.85	-
General Program and Events:			-		
- Riding Series	32,000.00	32,000.00	-	26,500.00	28,000.00
- Coyote Camp	16,000.00	16,000.00	-	16,000.00	12,000.00
- Misc. Events	700.00	700.00	-	28,274.44	700.00
- Programing	8,000.00	8,000.00	-	18,250.00	8,000.00
- Concert Series			-		
- Ice Rink	242,719.40	242,719.40	-	291,319.76	229,169.00
Other Expense	20,000.00	20,000.00	-	5,000.00	10,000.00
Improvements	355,000.00	355,000.00	-	200,000.00	320,000.00
Tree Planting			-		
Contingencies	50,000.00	50,000.00	-	68,625.00	30,000.00
Fleet Acquisition	-	-	-		
Fleet Maintenance	5,500.00	5,500.00	-	1,800.00	3,000.00
General Maintenance and Repair	155,697.24	155,697.24	-	115,697.24	149,040.00
Grounds and General Maintenance	21,690.00	21,690.00	-		21,690.00
House Maintenance	10,000.00	10,000.00	-	5,050.00	5,000.00
HCLE	13,200.00	13,200.00	-	13,200.00	13,200.00
Merchandise	17,065.20	17,065.20	-	19,000.00	17,065.20
Sales Tax Remittance	-	-	-	2,349.51	
RV/Parking Lot			-		
TXF to Vehicle Replacement Fund	32,145.00	32,145.00	-	32,145.00	31,906.08
<b>Total Expenses</b>	<b>1,331,363.82</b>	<b>1,331,363.82</b>	<b>-</b>	<b>1,196,827.80</b>	<b>1,221,585.50</b>
<b>Balance Forward</b>	<b>20,389.40</b>	<b>20,389.40</b>	<b>-</b>	<b>156,169.49</b>	<b>41,693.19</b>

**HOTEL OCCUPANCY TAX FUND**

<b>Balance Forward</b>	<b>549,203.99</b>	<b>549,203.99</b>	<b>-</b>	<b>618,439.63</b>	<b>626,259.95</b>
<b>Revenues</b>					
Hotel Occupancy Tax	800,000.00	800,000.00	-	1,105,664.55	900,000.00
Interest	7,200.00	7,200.00	-	18,000.00	302

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
<b>Total</b>	<b>1,356,403.99</b>	<b>1,356,403.99</b>	<b>-</b>	<b>1,742,104.18</b>	<b>1,533,459.95</b>
<b>Expenses</b>					
Advertising	-	-	-	-	300.00
Christmas Lighting Displays	27,290.00	67,290.00	40,000.00	67,290.00	27,290.00
City Sponsored Events	-	-	-	-	-
Historic Districts Marketing	-	-	-	-	-
Signage	8,840.00	8,840.00	-	56,840.00	90,200.00
Arts	20,000.00	20,000.00	-	35,000.00	-
Lighting	-	-	-	-	-
Dues and Fees	12,000.00	12,000.00	-	4,715.00	5,000.00
TXF to Debt Service	88,487.50	88,487.50	-	88,487.50	90,375.00
RV/ Parking Lot	-	-	-	-	-
Software	8,000.00	8,000.00	-	5,500.00	5,000.00
TXF to General Fund	62,709.00	62,709.00	-	262,709.00	55,000.00
TXF to DSVB	233,072.73	233,072.73	-	233,072.73	550,000.00
TXF to Event Center	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00
Grants	39,885.00	39,885.00	-	39,885.00	40,842.00
<b>Total expenses</b>	<b>800,284.23</b>	<b>849,084.23</b>	<b>48,800.00</b>	<b>1,115,844.23</b>	<b>1,194,007.00</b>
<b>Balance Forward</b>	<b>556,119.76</b>	<b>507,319.76</b>	<b>(48,800.00)</b>	<b>626,259.95</b>	<b>339,452.95</b>

**VISITORS BUREAU**

<b>Balance Forward</b>	-	-	-	-	-
<b>Revenue</b>					<b>3,323.83</b>
Fees					
- Brewers Fest	1,000.00	1,000.00	-	900.00	1,000.00
- Wedding Showcase	14,000.00	14,000.00	-	8,796.68	9,000.00
Ticket Sales					
- Brewers Fest	12,000.00	12,000.00	-	16,609.00	17,000.00
- Dripping with Taste	5,000.00	5,000.00	-	5,271.69	-
- Songwriter's Festival	8,500.00	8,500.00	-	9,160.00	9,000.00
Merchandise					
- Brewers Fest	1,000.00	1,000.00	-	-	-
- Songwriters Festival	5,000.00	5,000.00	-	3,131.47	4,000.00
- Eclipse	2,000.00	2,000.00	-	-	-
Sponsorships & Donations					
- Songwriter's Festival	78,000.00	78,000.00	-	25,000.00	70,000.00
- Brewers Fest	-	-	-	1,000.00	1,000.00
- Stars in Dripping Springs	-	-	-	-	20,000.00
Grants					
TXF from HOT Fund	233,072.73	233,072.73	-	233,072.73	550,000.00
Other Revenues	-	-	-	9,390.02	9,000.00
Interest	-	-	-	5,000.00	5,000.00
<b>Total</b>	<b>359,572.73</b>	<b>359,572.73</b>	<b>-</b>	<b>317,331.59</b>	<b>698,323.83</b>

<b>Expense</b>					
Personnel					
- Salaries	144,350.00	144,350.00	-	115,480.00	143,727.90
- Taxes	11,546.78	11,546.78	-	9,237.42	11,499.18
- Benefits	13,430.08	13,430.08	-	10,744.06	14,172.99
- TMRS	8,523.87	8,523.87	-	6,819.10	8,339.81
Dues, Fees and Subscriptions	3,525.00	3,525.00	-	8,000.00	3,065.00
Advertising & Marketing	20,053.00	20,053.00	-	68,000.00	66,742.00
Supplies	1,800.00	1,800.00	-	3,250.00	2,500.00
IT Equipment & Support	-	-	-	304.87	-
Software	25,260.00	25,260.00	-	3,000.00	21,960.00
Training & Education	3,000.00	3,000.00	-	19,350.00	8,000.00
Professional Services					

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Marketing Consultant	5,000.00	5,000.00	-	5,000.00	5,000.00
Utilities					
- Water			-		
- Electricity	650.00	650.00	-	925.00	1,000.00
- Phone/Network			-		
Website	7,150.00	7,150.00	-	1,710.00	10,000.00
Office Maintenance/Repairs	13,740.00	13,740.00	-	7,500.00	10,700.00
Office Improvements	-	-	-	-	-
Postage	250.00	250.00	-	250.00	500.00
Other	7,214.00	7,214.00	-	4,000.00	-
Brewers Fest	7,680.00	7,680.00	-	17,358.60	17,675.00
Dripping with Taste	4,700.00	4,700.00	-	2,778.71	-
Songwriter's Festival	68,700.00	68,700.00	-	28,000.00	100,000.00
Wedding Showcases	13,000.00	13,000.00	-	2,300.00	2,000.00
Stars in Dripping Springs	-	-	-	-	40,000.00
Transfer to Capital	-	-	-	-	40,000.00
<b>Total expenses</b>	<b>359,572.73</b>	<b>359,572.73</b>	<b>-</b>	<b>314,007.76</b>	<b>507,681.89</b>
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,323.83</b>	<b>190,641.94</b>

Item 11.

**UTILITY FUND**

<b>Balance Forward</b>	<b>6,393,898.25</b>	<b>7,196,505.62</b>	<b>802,607.37</b>	<b>7,196,505.52</b>	<b>8,730,497.32</b>
<b>Wastewater</b>					
<b>Revenue</b>					
TXF from TWDB	14,715,000.00	14,715,000.00	-	150,000.00	-
Wastewater Service	1,478,767.68	1,478,767.68	-	1,847,406.69	1,672,883.25
Late Fees/Rtn check fees	9,600.00	9,600.00	-	14,887.76	9,000.00
Portion of Sales Tax	760,000.00	760,000.00	-	933,970.34	-
Delayed Connection Fees	5,000.00	5,000.00	-	28,000.00	5,000.00
Line Extensions			-		-
Transfer fees	-	-	-		-
Overuse fees	335,135.58	335,135.58	-	174,000.00	-
Reuse Fees	204,350.00	204,350.00	-	306,920.00	-
FM 150 WWU Line Reimbursement	60,000.00	60,000.00	-	5,000.00	-
Interest			-		-
Other Income			-		-
Reuse Water Income	-	-	-	365.50	-
Developer Reimbursed Costs	927,000.00	994,788.29	67,788.29	245,000.00	-
TXF from General Fund			-		-
<b>Total Revenues</b>	<b>18,494,853.26</b>	<b>18,562,641.55</b>	<b>67,788.29</b>	<b>3,705,550.29</b>	<b>1,686,883.25</b>

<b>Expense</b>					
Administrative and General Expense:					
- Regulatory Expense			-		-
- Planning and Permitting	5,000.00	5,000.00	-	35,000.00	-
Engineering:			-		
- Engineering & Surveying			-		-
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00	-	5,000.00	-
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00	-	13,000.00	-
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00	-	-	-
- Sewer Planning CAD 1971-001	15,000.00	15,000.00	-	2,000.00	-
- Water Planning 1982-001	5,000.00	5,000.00	-	2,000.00	-
- FM 150 WWU Line 1989-001	60,000.00	60,000.00	-	5,000.00	-
- Parallel West Interceptor Design& Cost			-	-	-
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00	-	5,000.00	-
- TLAP Renewal application 1732-001	10,000.00	10,000.00	-		-
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00	-	25,000.00	-
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	100,000.00	-	20,000.00	-
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00	-	15,000.00	-
- Cannon Tract - 1842-001	2,000.00	2,000.00	-	7,500.00	-



	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00	-	40,000.00	-
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00	-	7,500.00	-
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	75,000.00	-	40,000.00	-
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	5,000.00	-	-	-
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00	-	20,000.00	-
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00	-
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00	-
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	25,000.00	-
- TLAP Renewal application	-	-	-	-	-
System Operations and Maintenance:	-	-	-	-	-
- Routine Operations	87,000.00	87,000.00	-	19,584.86	95,700.00
- Non-Routine Operations	85,800.00	85,800.00	-	31,744.67	94,400.00
- System Maintenance & Repair	24,000.00	166,270.14	142,270.14	166,270.14	30,000.00
- Chlorinator Maintenance	3,900.00	3,900.00	-	1,250.00	4,500.00
- Chlorinator Alarm	1,300.00	1,300.00	-	-	1,500.00
- Odor Control	26,000.00	26,000.00	-	-	28,600.00
- Meter Calibrations	2,730.00	2,730.00	-	850.00	3,500.00
- Lift Station Cleaning	27,300.00	27,300.00	-	35,000.00	35,000.00
- Jet Cleaning Collection lines	27,360.00	27,360.00	-	27,360.00	50,000.00
- Drip Field Lawn Maintenance	10,000.00	10,000.00	-	3,000.00	11,000.00
- Drip Field Maint & Repairs	20,000.00	20,000.00	-	7,500.00	30,000.00
- Drip Field Meter Box Replacement	-	-	-	-	-
- Lift Station repairs	27,300.00	27,300.00	-	5,000.00	35,000.00
- Autodialer Replacement	-	-	-	-	-
- Lift Station Preventative Maintenance	9,700.00	9,700.00	-	1,000.00	11,000.00
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00	-	54,718.00	70,000.00
- Chemicals	15,000.00	15,000.00	-	10,000.00	16,500.00
- Electricity	80,000.00	80,000.00	-	80,000.00	88,000.00
- Laboratory Testing	-	-	-	-	-
- Sludge Hauling	150,000.00	150,000.00	-	109,929.00	165,000.00
- Phone/Network	-	-	-	-	-
- Supplies	28,500.00	28,500.00	-	28,500.00	-
- Wastewater Flow Measurement	9,000.00	9,000.00	-	9,000.00	-
- Backwash Flow Meter & Check valve	-	-	-	-	-
- Arrowhead Plant Operations	-	-	-	-	-
- Big Sky Plant Operations	-	-	-	-	-
Arrowhead Operations and Maintenance:	-	-	-	-	-
- Routine Operations	23,250.00	23,250.00	-	16,000.00	26,000.00
- Non-Routine Operations	21,450.00	21,450.00	-	20,161.00	24,000.00
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,750.00
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,100.00
- Meter Calibrations	1,200.00	1,200.00	-	850.00	1,400.00
- Lift Station Cleaning	3,000.00	3,000.00	-	3,000.00	6,000.00
- Drip Field Lawn Maintenance	44,000.00	44,000.00	-	-	44,000.00
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	100.00	8,000.00
- Lift Station repairs	2,500.00	2,500.00	-	-	3,000.00
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	2,000.00
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	5,676.00	17,000.00
- Chemicals	13,000.00	13,000.00	-	12,000.00	14,300.00
- Electricity	20,000.00	20,000.00	-	14,000.00	22,000.00
- Sludge Hauling	39,000.00	39,000.00	-	51,226.00	50,000.00
- Supplies	7,500.00	7,500.00	-	1,250.00	-
- Equipment	-	-	-	-	-
- Equipment Maintenance	-	-	-	-	-
- Fleet Acquisition	-	-	-	-	-
- Fleet Maintenance	-	-	-	-	-
- Fuel	-	-	-	-	-
- Capital Projects	2,029,109.57	2,029,109.57	-	500,000.00	-
- Arrowhead Plant Lease(s)	-	-	-	-	286,500.00
Big Sky Operations and Maintenance:	-	-	-	-	-

Item 11.

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Routine Operations	23,250.00	23,250.00	-	-	23,250.00
- Non-Routine Operations	21,450.00	21,450.00	-	-	21,450.00
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,500.00
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,000.00
- Meter Calibrations	1,200.00	1,200.00	-	-	1,200.00
- Lift Station Cleaning	3,000.00	3,000.00	-	-	3,000.00
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	-	7,500.00
- Lift Station repairs	2,500.00	2,500.00	-	-	2,500.00
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	1,000.00
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	-	5,000.00
- Chemicals	13,000.00	13,000.00	-	-	13,000.00
- Electricity	20,000.00	20,000.00	-	-	20,000.00
- Sludge Hauling	39,000.00	39,000.00	-	-	39,000.00
- Supplies	7,500.00	7,500.00	-	-	-
Other Expense	85,000.00	85,000.00	-	40,000.00	-
Capital Projects:			-		
- Road Reconstruction			-		
- HRTreated Effluent Fill Station	200,000.00	200,000.00	-	-	-
- Parallel West Interceptor			-		
- Arrowhead Drain Field	1,800,000.00	1,800,000.00	-	-	-
- Parallel West Interceptor			-		
Other:			-		
- Reimbursement to Caliterra Oversize of West Interceptc	-	670,464.62	670,464.62	670,464.62	-
TWDB Engineering:			-		
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00	-	45,000.00	-
- East Interceptor 1951-001	125,000.00	125,000.00	-	45,000.00	-
- Effluent HP 1952-001	175,000.00	175,000.00	-	20,000.00	-
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00	-	5,000.00	-
- WWTP Design Assistance			-		
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00	-	15,000.00	-
Miscellaneous:			-		
- Consultants and Legal	230,000.00	230,000.00	-	40,000.00	-
TWDB Capital Projects:			-		
- West Interceptor	2,000,000.00	2,000,000.00	-	-	-
- South Collector, LS and FM and TE Line	125,000.00	125,000.00	-	-	-
- East Interceptor	50,000.00	50,000.00	-	-	-
- Effluent Holding Pond	2,000,000.00	2,000,000.00	-	-	-
- WWTP	12,000,000.00	12,000,000.00	-	-	-
Transfer to General Fund			-		
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00	-	37,936.00	50,545.02
<b>Total Expense</b>	<b>22,954,485.57</b>	<b>23,767,220.33</b>	<b>812,734.76</b>	<b>2,410,370.29</b>	<b>1,466,755.02</b>

**DEVELOPMENT/CAPITAL**

**Revenues**

Developer Reimbursed Costs	-	-	-	-	567,500.00
Portion of Sales Tax	-	-	-	-	900,000.00
Overuse fees	-	-	-	-	221,841.43
Line Extension Fees					-
Reuse Fees	-	-	-	-	-
FM 150 WWU Line Reimbursement	-	-	-	-	40,000.00
Other Income	-	-	-	-	40,000.00
PEC	-	-	-	-	130,000.00
ROW Fees	-	-	-	-	3,500.00
Cable	-	-	-	-	130,000.00
TX Gas Franchise Fees	-	-	-	-	4,250.00
Interest	-	-	-	-	180,000.00
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,217,091.43</b>

**Expense**

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Construction Phase Services HR TEFS 1873-001	-	-	-	-	15,000.00
- Misc. Planning/Consulting 1431-001	-	-	-	-	67,500.00
- 2nd Amendment CIP 1881-001	-	-	-	-	60,000.00
- Sewer Planning CAD 1971-001	-	-	-	-	15,000.00
- Water Planning 1982-001	-	-	-	-	5,000.00
- FM 150 WWU Line 1989-001	-	-	-	-	40,000.00
- Parallel West Interceptor Design& Cost	-	-	-	-	-
- Caliterra Plan Review & construction Phase Services 1930-002	-	-	-	-	15,000.00
- TLAP Renewal application 1732-001	-	-	-	-	-
- Arrowhead PR & Const. Phase Services - 1967-001	-	-	-	-	10,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001	-	-	-	-	60,000.00
- Double L Planning & Const. Phase Services - 1743-001	-	-	-	-	75,000.00
- Cannon Tract - 1842-001	-	-	-	-	5,000.00
- Driftwood 522 PR & Const. Phase Services - 1900-001	-	-	-	-	75,000.00
- Big Sky PR & Const Phase Services - 1913-001	-	-	-	-	20,000.00
- Driftwood Creek PR & Const Phase Services - 1917-001	-	-	-	-	35,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-001	-	-	-	-	-
- Cynosure-Wild Ridge - 2009-001	-	-	-	-	25,000.00
- Oryx Cannon 58 Plan Review & CPS - 60972-2	-	-	-	-	60,000.00
- New Growth Plan Review & CPS - 60972-2	-	-	-	-	60,000.00
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-24	-	-	-	-	60,000.00
- Effluent HP 1952-001 - Engineering	-	-	-	-	60,000.00
- Effluent Holding Pond - Construction	-	-	-	-	-
Other Expense	-	-	-	-	-
- HRTreated Effluent Fill Station	-	-	-	-	200,000.00
- Parallel West Interceptor	-	-	-	-	-
- Arrowhead Drain Field	-	-	-	-	1,800,000.00
- WWTP Water Supply	-	-	-	-	50,000.00
- WWTP Road Repair	-	-	-	-	50,000.00
- Arrowhead Capital Projects	-	-	-	-	500,000.00
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,347,500.00</b>

**TWDB PROJECT**

**Revenues**

TXF from TWDB	-	-	-	-	21,005,000.00
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>21,005,000.00</b>

**Expense**

TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	-	-	-	-	150,000.00
- East Interceptor 1951-001	-	-	-	-	200,000.00
- Reclaimed Water Facility 1953-001	-	-	-	-	25,000.00
- WWTP Design Assistance	-	-	-	-	-
- So Regional WW System Exp P&M 1923-001	-	-	-	-	30,000.00
Miscellaneous:					
- Consultants and Legal	-	-	-	-	100,000.00
TWDB Capital Projects:					
- West Interceptor	-	-	-	-	3,000,000.00
- South Collector, LS and FM and TE Line	-	-	-	-	3,500,000.00
- East Interceptor	-	-	-	-	-
- WWTP	-	-	-	-	14,000,000.00
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>21,005,000.00</b>

**WATER**

**Revenue**

Fees:					
- Tap Fees	-	-	-	-	-
- Impact Fees	-	-	-	-	-

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Meter Set Fees	5,000.00	5,000.00	-	4,700.00	3,000.00
- Disconnect Fees			-	-	-
- Equipment Fees	36,200.00	36,200.00	-	33,082.97	8,000.00
- Inspection Fees	5,000.00	5,000.00	-	4,750.00	1,000.00
Rates:			-		
- Base Rate	63,840.00	63,840.00	-	47,289.22	40,000.00
- Usage	100,000.00	100,000.00	-	230,570.40	200,000.00
- Penalties			-	349.89	
Other Revenues	6,000.00	6,000.00	-	2,396.16	6,000.00
TXF from Wastewater Fund	-	-	-		
<b>Total Revenue</b>	<b>216,040.00</b>	<b>216,040.00</b>	<b>-</b>	<b>323,138.64</b>	<b>258,000.00</b>

**Expense**

Administrative and General Expense:

- Regulatory Expense	-	-	-	-	-
- Planning and Permitting	-	-	-	-	-
System Operations and Maintenance:			-		
- Routine Operations	25,000.00	25,000.00	-	7,000.00	27,500.00
- Non Routine Operations	10,000.00	10,000.00	-	4,000.00	15,000.00
- System Maintenance & Repair	20,000.00	22,210.11	2,210.11	27,866.00	25,000.00
- Laboratory Testing	-	-	-	-	-
- Supplies	50,000.00	52,368.61	2,368.61	48,000.00	-
- Water Meters					60,000.00
Operating and Maintenance	-	-	-		
<b>Total Expense</b>	<b>105,000.00</b>	<b>109,578.72</b>	<b>4,578.72</b>	<b>86,866.00</b>	<b>127,500.00</b>

**ADMINISTRATION**

**Revenues**

PEC	130,000.00	130,000.00	-	200,860.00	-
ROW Fees	6,000.00	6,000.00	-	4,401.20	-
Cable	130,000.00	130,000.00	-	149,772.47	-
TX Gas Franchise Fees	3,000.00	3,000.00	-	10,529.68	-
Interest	60,000.00	60,000.00	-	210,000.00	-
TXF from General Fund	-	-	-		-
<b>Total Revenue</b>	<b>329,000.00</b>	<b>329,000.00</b>	<b>-</b>	<b>575,563.35</b>	<b>-</b>

**Expense**

Administrative and General Expense:

- Administrative/Billing Expense	352,560.00	352,560.00	-	164,000.00	66,000.00
- Legal Fees	50,000.00	50,000.00	-	37,500.00	55,000.00
- Auditing	10,000.00	10,000.00	-	10,000.00	10,000.00
- Software	15,313.00	15,313.00	-	15,313.00	7,000.00
- IT Equipment & Support	4,340.00	4,340.00	-	5,000.00	5,000.00
Systems Operations and Maintenance:					
- Phone/Network	16,250.00	16,250.00	-	16,250.00	18,000.00
- Equipment	53,000.00	53,000.00	-	33,748.00	320,000.00
- Equipment Maintenance	10,000.00	10,000.00	-	1,500.00	11,000.00
- Fleet Acquisition	62,000.00	62,000.00	-	63,236.00	50,000.00
- Fleet Maintenance	12,000.00	12,000.00	-	12,000.00	14,000.00
- Fuel	20,000.00	20,000.00	-	20,000.00	22,000.00
- Laboratory Testing	30,000.00	30,000.00	-	34,000.00	45,000.00
- SCADA	-	-	-	-	50,000.00
Supplies					59,500.00
Other Expense					
Public Relations	-	-		1,000.00	-
Uniforms	7,470.00	7,470.00	-	5,000.00	11,000.00
Training	13,305.00	16,330.51	3,025.51	8,000.00	20,000.00
Dispatch	3,000.00	3,000.00	-	3,000.00	3,000.00
Salaries	527,345.98	527,345.98	-	527,45.98	711,402.20
Overtime	-	-		-	48,000.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Taxes	42,609.97	42,609.97	-	42,609.97	53,169.15
Benefits	59,572.49	59,572.49	-	59,572.49	70,133.37
Retirement	30,894.73	30,894.73	-	30,894.73	40,977.10
On Call	10,400.00	10,400.00	-	10,400.00	26,000.00
<b>Total Expense</b>	<b>1,330,061.17</b>	<b>1,333,086.68</b>	<b>3,025.51</b>	<b>573,024.19</b>	<b>1,716,944.82</b>

**CONSOLIDATED UTILITY FUND**

<b>Revenue</b>					
Balance Forward	6,393,898.25	7,196,505.62	802,607.37	7,196,505.52	8,730,497.32
Development/Capital	-	-	-	-	2,217,091.43
TWDB Project	-	-	-	-	21,005,000.00
Wastewater	18,494,853.26	18,562,641.55	67,788.29	3,705,550.29	1,686,883.25
Water	216,040.00	216,040.00	-	323,138.64	258,000.00
Operations	329,000.00	329,000.00	-	575,563.35	-
<b>Total</b>	<b>25,433,791.50</b>	<b>26,304,187.17</b>	<b>870,395.66</b>	<b>11,800,757.80</b>	<b>33,897,472.00</b>
<b>Expense</b>					
Development/Capital	-	-	-	-	3,347,500.00
TWDB Project	-	-	-	-	21,005,000.00
Wastewater	22,954,485.57	23,767,220.33	812,734.76	2,410,370.29	1,466,755.02
Water	105,000.00	109,578.72	4,578.72	86,866.00	127,500.00
Operations	1,330,061.17	1,333,086.68	3,025.51	573,024.19	1,716,944.82
<b>Total Expense</b>	<b>24,389,546.74</b>	<b>25,209,885.73</b>	<b>820,338.99</b>	<b>3,070,260.48</b>	<b>27,663,699.84</b>
<b>Balance Forward</b>	<b>1,044,244.76</b>	<b>1,094,301.43</b>	<b>50,056.67</b>	<b>8,730,497.32</b>	<b>6,233,772.16</b>

**TWDB FUND**

<b>Balance Forward</b>	<b>208.34</b>	<b>208.34</b>	-	<b>886.24</b>	<b>906.24</b>
Revenues	14,715,000.00	14,715,000.00	-	-	21,005,000.00
Interest	-	-	-	20.00	20.00
<b>Total revenue</b>	<b>14,715,208.34</b>	<b>14,715,208.34</b>	-	<b>906.24</b>	<b>21,005,926.24</b>
<b>Expenses</b>					
Escrow Fees	-	-	-	-	-
Expenses	14,715,000.00	14,715,000.00	-	-	21,005,000.00
<b>Total Expenses</b>	<b>14,715,000.00</b>	<b>14,715,000.00</b>	-	-	<b>21,005,000.00</b>
<b>Balance Forward</b>	<b>208.34</b>	<b>208.34</b>	-	<b>906.24</b>	<b>926.24</b>

**IMPACT FUND**

<b>Bal Forward</b>	<b>2,391,506.74</b>	<b>2,391,506.74</b>	-	<b>3,415,797.87</b>	<b>852,770.61</b>
<b>Revenue</b>					
Impact Fees	1,080,150.00	1,080,150.00	-	270,715.00	-
Impact Fee Deposits	-	-	-	-	-
Interest Income	45,000.00	45,000.00	-	90,000.00	45,000.00
<b>Total</b>	<b>3,516,656.74</b>	<b>3,516,656.74</b>	-	<b>3,776,512.87</b>	<b>897,770.61</b>
<b>Expense</b>					
TXF to Debt Service 2015	684,900.76	684,900.76	-	684,900.76	670,405.60
TXF to Debt Service 2019	1,043,553.00	1,043,553.00	-	1,043,553.00	-
TXF to Debt Service 2022	1,195,288.50	1,195,288.50	-	1,195,288.50	-
<b>Total expense</b>	<b>2,923,742.26</b>	<b>2,923,742.26</b>	-	<b>2,923,742.26</b>	<b>670,405.60</b>
<b>Total Bal Forward</b>	<b>592,914.48</b>	<b>592,914.48</b>	-	<b>852,770.61</b>	<b>227,365.01</b>

**DEBT SERVICE FUND 2015**

<b>Bal Forward</b>	<b>845,626.75</b>	<b>845,626.75</b>	-	<b>849,232.36</b>	<b>860,634.56</b>
<b>Revenue</b>					
TXF from Impact Fund	684,900.76	684,900.76	-	684,900.76	670,405.60
Interest	8,000.00	8,000.00	-	25,000.00	20,000.00
<b>Total Revenue</b>	<b>1,538,527.51</b>	<b>1,538,527.51</b>	-	<b>1,559,133.12</b>	<b>1,559,133.12</b>

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
<b>Expenses</b>					
Debt Payment 2015	698,498.56	698,498.56	-	698,498.56	684,900.76
<b>Total Expense</b>	<b>698,498.56</b>	<b>698,498.56</b>	<b>-</b>	<b>698,498.56</b>	<b>684,900.76</b>
<b>Balance Forward</b>	<b>840,028.95</b>	<b>840,028.95</b>	<b>-</b>	<b>860,634.56</b>	<b>866,139.40</b>

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**DEBT SERVICE FUND 2013**

<b>Bal Forward</b>	<b>102,323.72</b>	<b>102,323.72</b>	<b>-</b>	<b>102,534.04</b>	<b>125,421.54</b>
<b>Revenue</b>					
TXF from HOT	88,487.50	88,487.50	-	88,487.50	90,375.00
Interest	-	-	-	26,000.00	20,000.00
<b>Total</b>	<b>190,811.22</b>	<b>190,811.22</b>	<b>-</b>	<b>217,021.54</b>	<b>235,796.54</b>

<b>Expense</b>					
Tax Series 2013	91,600.00	91,600.00	-	91,600.00	88,487.50
<b>Total Expenses</b>	<b>91,600.00</b>	<b>91,600.00</b>	<b>-</b>	<b>91,600.00</b>	<b>88,487.50</b>
<b>Balance Forward</b>	<b>99,211.22</b>	<b>99,211.22</b>	<b>-</b>	<b>125,421.54</b>	<b>147,309.04</b>

**DEBT SERVICE FUND 2019**

<b>Bal Forward</b>	<b>1,045,641.43</b>	<b>1,045,641.43</b>	<b>-</b>	<b>1,045,641.63</b>	<b>1,103,641.63</b>
<b>Revenue</b>					
TXF from Impact Fees	1,043,553.00	1,043,553.00	-	1,043,533.00	
Interest	-	-	-	28,000.00	20,000.00
<b>Total</b>	<b>2,089,194.43</b>	<b>2,089,194.43</b>	<b>-</b>	<b>2,117,174.63</b>	<b>1,123,641.63</b>

<b>Expense</b>					
Tax Series 2019	1,013,553.00	1,013,553.00	-	1,013,533.00	1,043,533.00
<b>Total Expenses</b>	<b>1,013,553.00</b>	<b>1,013,553.00</b>	<b>-</b>	<b>1,013,533.00</b>	<b>1,043,533.00</b>
<b>Balance Forward</b>	<b>1,075,641.43</b>	<b>1,075,641.43</b>	<b>-</b>	<b>1,103,641.63</b>	<b>80,108.63</b>

**DEBT SERVICE FUND 2022**

<b>Bal Forward</b>	<b>1,195,288.50</b>	<b>1,195,288.50</b>	<b>-</b>	<b>1,195,288.50</b>	<b>1,195,168.50</b>
<b>Revenue</b>					
TXF from Impact Fees	1,191,888.50	1,191,888.50	-	1,191,768.50	
Interest	-	-	-	-	-
<b>Total</b>	<b>2,387,177.00</b>	<b>2,387,177.00</b>	<b>-</b>	<b>2,387,057.00</b>	<b>1,195,168.50</b>

<b>Expense</b>					
Tax Series 2022	1,195,288.50	1,195,288.50	-	1,191,888.50	1,191,768.50
<b>Total Expenses</b>	<b>1,195,288.50</b>	<b>1,195,288.50</b>	<b>-</b>	<b>1,191,888.50</b>	<b>1,191,768.50</b>
<b>Balance Forward</b>	<b>1,191,888.50</b>	<b>1,191,888.50</b>	<b>-</b>	<b>1,195,168.50</b>	<b>3,400.00</b>

**PEG FUND**

<b>Balance Forward</b>	<b>119,954.90</b>	<b>119,954.90</b>		<b>120,185.10</b>	<b>154,185.10</b>
<b>Revenues</b>					
TWC	30,000.00	30,000.00		30,000.00	30,000.00
Interest Income	2,000.00	2,000.00		4,000.00	4,000.00
<b>Total Revenues</b>	<b>151,954.90</b>	<b>151,954.90</b>		<b>154,185.10</b>	<b>188,185.10</b>

<b>Expense</b>					
TXF to Event Center	-	-		-	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>151,954.90</b>	<b>151,954.90</b>		<b>154,185.10</b>	<b>188,185.10</b>

**RESERVE FUND**

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
<b>Balance Forward</b>	<b>2,168,884.62</b>	<b>2,168,884.62</b>	-	<b>2,370,859.25</b>	<b>2,744,859.25</b>
<b>Revenue</b>					
TXF from General Fund	300,000.00	300,000.00	-	300,000.00	300,000.00
Interest	23,000.00	23,000.00	-	74,000.00	75,000.00
<b>Total</b>	<b>2,491,884.62</b>	<b>2,491,884.62</b>	-	<b>2,744,859.25</b>	<b>3,119,859.25</b>

<b>Expense</b>					
Expense			-		
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>2,491,884.62</b>	<b>2,491,884.62</b>	-	<b>2,744,859.25</b>	<b>3,119,859.25</b>

<b>TIRZ 1</b>					
<b>Balance Forward</b>	<b>11,632.20</b>	<b>148,754.62</b>	<b>137,122.42</b>	<b>148,754.62</b>	<b>121,804.14</b>
<b>Revenues</b>					
City AV	248,835.49	181,550.94	(67,284.55)	152,791.25	219,023.80
County AV	362,307.49	304,796.06	(57,511.43)	272,609.00	346,013.11
City for GAP Escrow					
Interest Income				21,600.00	20,000.00
EPS Reimbursements					
<b>Total Revenue</b>	<b>622,775.18</b>	<b>635,101.62</b>	<b>12,326.44</b>	<b>595,754.87</b>	<b>706,841.05</b>

<b>Expense</b>					
TIRZ Expense			-		
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
Legal Fees	-	-	-	-	-
EPS			-		
MAS	21,000.00	21,000.00	-	-	-
HDR	170,625.00	269,625.00	99,000.00	269,625.00	52,500.00
TJKM - Grant Writing			-		
Buie - PR			-		
Misc. Consulting	176,750.00	176,750.00	-	100,000.00	155,000.00
Creation Cost Reimbursements			-		
TXF to GAP Escrow			-		
Stakeholder Reimbursement	80,325.73	80,325.73	-	80,325.73	-
<b>Total Expense</b>	<b>472,700.73</b>	<b>571,700.73</b>	<b>99,000.00</b>	<b>473,950.73</b>	<b>231,500.00</b>
<b>Balance Forward</b>	<b>150,074.45</b>	<b>63,400.89</b>	<b>(86,673.56)</b>	<b>121,804.14</b>	<b>475,341.05</b>

<b>TIRZ 2</b>					
<b>Balance Forward</b>	<b>1,547,461.82</b>	<b>1,232,218.70</b>	<b>(315,243.12)</b>	<b>1,232,218.70</b>	<b>1,979,387.49</b>
<b>Revenue</b>					
Interest Income	6,500.00		(6,500.00)	30,000.00	30,000.00
City AV	419,809.28	347,074.06	(72,735.22)	347,074.06	356,542.34
County AV	609,756.54	580,813.70	(28,942.84)	604,202.00	596,658.45
<b>Total Revenue</b>	<b>2,583,527.64</b>	<b>2,160,106.46</b>	<b>(423,421.18)</b>	<b>2,213,494.76</b>	<b>2,962,588.28</b>

<b>Expense</b>					
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
MAS	10,000.00	10,000.00	-	-	-
HDR	56,875.00	89,875.00	33,000.00	89,875.00	17,500.00
Misc. Consulting	150,000.00	150,000.00	-	100,000.00	95,000.00
Creation Cost Reimbursements			-		
Stakeholder Reimbursement	20,232.27	20,232.27	-	20,232.27	-
<b>Total Expense</b>	<b>261,107.27</b>	<b>294,107.27</b>	<b>33,000.00</b>	<b>234,107.27</b>	<b>136,500.00</b>
<b>Balance Forward</b>	<b>2,322,420.37</b>	<b>1,865,999.19</b>	<b>(456,421.18)</b>	<b>1,979,387.49</b>	<b>2,826,088.28</b>

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
<b>VEHICLE REPLACEMENT FUND</b>					
<b>Balance Forward</b>	<b>161,025.00</b>	<b>161,025.00</b>	-	<b>161,025.00</b>	<b>317,116.00</b>
<b>Revenue</b>					
TXF from General Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF from DSRP	32,145.00	32,145.00	-	32,145.00	31,906.08
TXF from WWU	37,936.00	37,936.00	-	37,936.00	50,545.02
<b>Total Revenue</b>	<b>317,116.00</b>	<b>317,116.00</b>	-	<b>317,116.00</b>	<b>514,650.65</b>
<b>Expense</b>					
Vehicle Replacement	-	-	-	-	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>317,116.00</b>	<b>317,116.00</b>	-	<b>317,116.00</b>	<b>514,650.65</b>

Item 11.





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

**Submitted By:** Shawn Cox, Deputy City Administrator

**Council Meeting Date:** Tuesday, September 17, 2024

**Agenda Item Wording:** **Public hearing and consideration of approval of an Ordinance setting the 2023 Ad Valorem Tax and Levy at One Thousand Seven Hundred Ninety-Four Ten Thousands Cents (\$0.1794) per one hundred (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.**

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

**Agenda Item Requestor:** Texas Tax Code Chapter 26

**Summary/Background:**

At the August 20, 2024 meeting Council took action to set the proposed property tax rate for 2024 at \$0.1794 per \$100 valuation. The City held its proposed tax rate public hearing on September 3, 2024. Based on the 2024 Tax Rate Calculation prepared by the Tax Assessor – Collector, the City’s 2024 calculated rates are:

Rate	Calculation	Generated Revenue
<b>No-new-revenue tax rate</b>	\$0.1702 /\$100	\$3,517,235.69
<b>Voter-approval tax rate</b>	\$0.1794 /\$100	\$3,707,356.54
<b>De minimis rate</b>	\$0.1982 /\$100	\$4,095,864.36

**Commission Recommendations:**

**Recommended Council Actions:** The Deputy City Administrator recommends Council approve setting the Proposed Ad Valorem Tax Rate for 2024 at “Voter-approval Tax Rate” of \$0.1794/\$100.

**Attachments:**

- 2024 Draft Tax Rate Ordinance

**Next Steps/Schedule:** Notification to Hays County of approved tax rate.



**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2024-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING THE AD VALOREM TAX RATE AND LEVY OF ONE THOUSAND SEVEN HUNDRED NINETY-FOUR CENTS (\$0.1794) PER ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE CITY LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE

**WHEREAS**, a budget appropriating revenues generated for the use and support of the municipal government of the City of Dripping Springs (“City”) has been approved and adopted by the City Council of the City of Dripping Springs (“City Council”) as required by Chapter 102 of the Texas Local Government Code; and

**WHEREAS**, a notice of the hearing on a proposed tax revenue increase was published in the City’s official newspaper on August 29, 2024; and

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

**WHEREAS**, the tax rate exceeds the no-new-revenue tax rate and was passed by a greater than a sixty percent (60%) of the members of the governing body; and

**WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance establishing an ad valorem tax rate.

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

**1. APPROVAL OF TAX RATE & LEVY**

That there be and is hereby levied and shall be assessed and collected for the year , on all taxable property, real, personal and mixed, situated within the city limits of the City, and not exempt the Constitution of the State and valid state laws, an ad valorem tax rate of One Thousand Seven Hundred Ninety-Four Ten-Thousandths cents (\$0.1794) on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses and budge of the municipal government of the City (maintenance and operations (M&O)), a tax rate of One Thousand Seven Hundred Eighteen Ten-Thousandths cents (\$0.1794) on each One Hundred Dollars (\$100.00) assessed value of taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 5.41 FIVE POINT FOUR ONE PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$9.20.

(b) The City Secretary shall cause the following notice to be posted on the homepage of the City's internet website:

THE CITY OF DRIPPING SPRINGS, TEXAS ADOPTED A TAX RATE THAT WILL EFFECTIVELY BE RAISED BY FIVE POINT FOUR ONE (5.41%) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,00.00 HOME BY APPROXIMATELY \$ 9.20.

**2. PENALTY & INTEREST**

All taxes shall become a lien upon the property against which assessed and the City Tax Assessor/Collector for the City of Dripping Springs, Texas, shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, or the payment of said taxes, penalty and interest for the general fund of the City of Dripping Springs, Texas.

**3. FINDINGS OF FACT**

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

**4. SEVERABILITY CLAUSE**

That is any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall be judged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

**5. SAVINGS CLAUSE**

That all previous budget ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

**6. PUBLICATION CLAUSE**

The City Secretary of the City of Dripping Springs, Texas, is hereby directed to public in the Official Newspaper of the City of Dripping Springs, the caption, and effective date clause of this Ordinance as required by Texas Local Government Code §52.011.

**7. EFFECTIVE DATE**

The necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage as the law in such provides.

**8. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED this, 17<sup>th</sup> day of September 2024, by the following City Council of Dripping Springs roll call vote:**

<b>Mayor Pro Tem Manassian</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member King</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Tahuahua</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Crow</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Parks</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

**From:** Jenifer O'Kane  
**To:** Shawn Cox  
**Cc:** Laura Mueller  
**Subject:** RE: Dripping Springs 2024 Worksheet  
**Date:** Thursday, August 22, 2024 11:27:18 PM  
**Attachments:** image001.png  
 image002.png  
 NOTICE OF PUBLIC HEARING ON A TAX INCREASE.pdf

Attached is your public notice for the paper. I just need your unencumbered fund balances for the notice you post on the homepage of the site.

**From:** Shawn Cox <SCox@cityofdrippingsprings.com>  
**Sent:** Wednesday, August 21, 2024 9:59 AM  
**To:** Jenifer O'Kane <jenifer.okane@co.hays.tx.us>  
**Cc:** Laura Mueller <lmuel@cityofdrippingsprings.com>  
**Subject:** RE: Dripping Springs 2024 Worksheet

Jenifer,

Council acted last night to set the proposed tax rate at the Voter-approval rate of **\$0.1794/\$100**. The public hearing is scheduled for September 3, 2024, at 6 PM and will be held at City Hall, 511 Mercer Street, Dripping Springs, TX 78620. The recommendation was unanimous:

- Mayor Pro Tem Taline Manassian - Aye
- Council Member Place 2 Wade King - Aye
- Council Member Place 3 Geoffrey Tahuahua - Aye
- Council Member Place 4 Travis Crow - Aye
- Council Member Place 5 Sherrie Parks - Aye

As for the questions below, for the debt, is this what the M&O rate covers or what a Debt rate covers?

Sincerely,  
 Shawn



**From:** Jenifer O'Kane <jenifer.okane@co.hays.tx.us>  
**Sent:** Friday, August 9, 2024 3:58 PM  
**To:** Shawn Cox <SCox@cityofdrippingsprings.com>  
**Cc:** Laura Mueller <lmuel@cityofdrippingsprings.com>  
**Subject:** RE: Dripping Springs 2024 Worksheet

Thank you Shawn. Attached is your updated calculation. For your two notices I will need the following information when you have it.

DATE/TIME/PLACE of your meeting to vote on the rate  
 PROPOSED RATE  
 WHO VOTED AND HOW (FOR/AGAINST/PRESENT NON-VOTING/ABSENT)  
 THE TWO ITEMS BELOW...

Unencumbered Fund Balances				
Unencumbered Fund Type	Unencumbered Fund Balance			
+				
-				

Current Year Debt Service				
Current Year Debt Service Description	Current Year Debt Service Principal or Contract Payment to be Paid From Property Taxes	Current Year Debt Service Interest to be Paid From Property Taxes	Current Year Debt Service Other Amounts to be Paid	Current Year Debt Service Total Payments

Respectfully,  
 Jenifer O'Kane, PCC  
 Tax Assessor-Collector  
 712 S. Stagecoach Trail, Suite 1120  
 San Marcos, TX 78666

**From:** Shawn Cox <SCox@cityofdrippingsprings.com>  
**Sent:** Friday, August 9, 2024 1:52 PM  
**To:** Jenifer O'Kane <jenifer.okane@co.hays.tx.us>  
**Cc:** Laura Mueller <lmuel@cityofdrippingsprings.com>

**Subject:** RE: Dripping Springs 2024 Worksheet

We originally provided \$311,380.13, but looking at the date ranges you used, the difference would be \$227,519.10 .

Sincerely,  
Shawn



**Shawn Cox**  
Deputy City Administrator  
scox@cityofdrippingsprings.com  
512.858.4725 City Hall  
511 Mercer Street • PO Box 384  
Dripping Springs, TX 78620  
cityofdrippingsprings.com

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**From:** Jenifer O’Kane <jenifer.okane@co.hays.tx.us>  
**Sent:** Friday, August 9, 2024 1:09 PM  
**To:** Shawn Cox <SCox@cityofdrippingsprings.com>  
**Cc:** Laura Mueller <lmuel@cityofdrippingsprings.com>  
**Subject:** RE: Dripping Springs 2024 Worksheet

Hi Shawn,

Can you verify the data provided for Line 40A? I can’t reconcile why we’re only showing such a small amount of STAX. I think this is affecting the calc.

*Respectfully,*

*Jenifer O’Kane, PCC*  
*Tax Assessor-Collector*  
*712 S. Stagecoach Trail, Suite 1120*  
*San Marcos, TX 78666*

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**From:** Shawn Cox <SCox@cityofdrippingsprings.com>  
**Sent:** Thursday, August 8, 2024 2:06 PM  
**To:** Jenifer O’Kane <jenifer.okane@co.hays.tx.us>  
**Cc:** Laura Mueller <lmuel@cityofdrippingsprings.com>  
**Subject:** Dripping Springs 2024 Worksheet

Jenifer,

We are still trying to figure out how our No-New Revenue rate is higher than our Voter-Approval rate. Would you have some time on Monday to discuss? I just want to make sure we provided the correct information.

Sincerely,  
Shawn



**Shawn Cox**  
Deputy City Administrator  
scox@cityofdrippingsprings.com  
512.858.4725 City Hall  
511 Mercer Street • PO Box 384  
Dripping Springs, TX 78620  
cityofdrippingsprings.com

# Notice About 2024 Tax Rates

Property Tax Rates in City of Dripping Springs.

This notice concerns the 2024 property tax rates for City of Dripping Springs.

This notice provides information about two tax rates used in adopting the current tax year’s tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

**This year’s no-new-revenue tax rate** ..... \$0.1702/\$100.

**This year’s voter-approval tax rate** ..... \$0.1794/\$100.

To see the full calculations, please visit <https://www.hayscountytexas.gov/truth-in-taxation> for a copy of the Tax Rate Calculation Worksheet.

## Unencumbered Fund Balances.

The following estimated balances will be left in the taxing unit’s accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
General	\$2,700,000
Utility	\$6,100,000
HOT	\$600,000

## Current Year Debt Service.

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment To be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts To be Paid	Total Payment
Construction of a City Public Works Facility	\$410,500	\$75,541		\$486,041

Total required for 2024 debt service	\$0
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$0
= Total to be paid from taxes in 2024	\$0
+ Amount added in anticipation that the taxing unit will collect	
only 100.0000% of its taxes in 2024	\$0
= Total Debt Levy	\$0

This notice contains a summary of the no-new-revenue and voter-approval calculations as certified by Jenifer O’Kane, Tax Assessor-Collector, 8/27/24.

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.



**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2024-R\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,  
RATIFYING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2024-2025;  
FUNDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES;  
FILING OF BUDGET; REPEALER; SEVERABILITY; EFFECTIVE DATE;  
AND PROPER NOTICE

**WHEREAS**, the City of Dripping Springs City Council (“City Council”) seeks to enact and otherwise approve the City of Dripping Springs’ (“City”) budget for Fiscal Year 2024-2025; and

**WHEREAS**, the new fiscal year commences for the City on October 1, 2024; and

**WHEREAS**, the Budget as adopted raises more total property taxes than last year’s budget by \$408,766.83, which is a twelve point thirty nine percent (12.39%) increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$219,130.40; and

**WHEREAS**, Local Government Code § 102.007 requires the City ratify the Budget by a separate vote; and

**WHEREAS**, the City Council finds that the proposed Budget is for legitimate municipal purposes, and complies with Texas Local Government Chapter 102; and

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

**WHEREAS**, pursuant to Texas Local Government Code §101.002, the City Council may manage and control the finances of the municipality; and

**WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance establishing a budget for the upcoming fiscal year; and

**WHEREAS**, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget (*Attachment “A”*).

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

The City’s budget for Fiscal Year 2024-2025 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Resolution for all intents and purposes.

**3. REPEALER**

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

**4. SEVERABILITY**

Should any of these clauses, sentences, paragraphs, sections or parts of this Resolution 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 Resolution.

**5. FILING OF THE BUDGET**

The City Secretary is hereby directed to file the budget on the website of the City and in the City’s official records.

**6. EFFECTIVE DATE**

This Resolution shall be effective immediately upon passage and publication as provided for by law.

**7. PROPER NOTICE & MEETING**

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

**COUNCIL MEMBER \_\_\_\_\_ MOTIONED TO APPROVE THIS RESOLUTION, WHICH WAS SECONDED BY COUNCIL MEMBER \_\_\_\_\_. THE MOTION TO APPROVE RESOLUTION NO. 2024-R \_\_\_\_\_ CARRIED RECEIVING THE VOTE: \_\_\_\_\_ (AYES), \_\_\_\_\_ (NAYS), AND \_\_\_\_\_ (ABSTENTIONS).**

**PASSED & APPROVED, this the 17<sup>th</sup> day of September 2024, by the following roll call vote of the City Council of Dripping Springs, Texas.**

<b>Mayor Pro Tem Manassian</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member King</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Tahuahua</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Crow</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
<b>Council Member Parks</b>	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_

Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_

Diana Boone, City Secretary



## City of Dripping Springs Fiscal Year 2024-25 Budget Cover Page

This budget will raise more total property taxes than last year’s budget by \$408,766.83 which is a 12.39% percent increase, and of that amount \$219,130.40 is tax revenue to be raised from new property added to the tax roll this year.

### Dripping Springs City Council Recorded Roll Call Vote:

<b>Mayor Pro Tem Manassian</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member King</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Tahuahua</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Crow</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Parks</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>

### Property Tax Rate Comparison

	Fiscal Year 2023-2024	Fiscal Year 2024-2025
Property Tax Rate	\$0.1718/100	\$0.1794/100
No-new-revenue Tax Rate	\$0.1546/100	\$0.1702/100
No-new-revenue Maintenance & Operations Tax Rate	\$0.1546/100	\$0.1702/100
Voter Approval Tax Rate	\$0.1718/100	\$0.1794/100
Debt Rate	\$0.0000/100	\$0.0000/100

### City Debt Obligations

Total debt obligation for City of Dripping Springs secured by property taxes: \$2,500,000.

### Newspaper Notices:

In 2023-2024 Fiscal Year the City expended \$2,549.43 on public notices through September 13, 2024. In 2024-2025 Fiscal Year the City has budgeted \$2,600.00 for public notices.

### Legislative Services

In the 2023-2024 Fiscal Year the City expended \$0.00 for legislative services. In the 2024-2025 Fiscal Year the City has budgeted \$50,000.00 for legislative services.

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
<b>CITY - GENERAL FUND</b>					
<b>Balance Forward</b>	<b>3,712,517.47</b>	<b>3,804,637.39</b>	<b>92,119.92</b>	<b>4,597,656.14</b>	<b>2,687,768.99</b>
<b>Revenue</b>					
AD Valorem	3,389,487.36	3,389,487.36	-	3,298,589.71	3,707,356.54
AV P&I	4,000.00	4,000.00	-	9,264.19	4,000.00
Sales Tax	3,800,000.00	3,800,000.00	-	4,669,851.69	4,500,000.00
Mixed Beverage	75,000.00	75,000.00	-	100,000.00	100,000.00
Alcohol Permits	9,000.00	9,000.00	-	6,690.00	6,500.00
Fire Inspections	50,000.00	50,000.00	-	65,000.00	50,000.00
Bank Interest	50,000.00	50,000.00	-	185,000.00	150,000.00
Development Fees:					
- Subdivision	638,875.00	638,875.00	-	400,000.00	295,100.00
- Site Dev	850,000.00	850,000.00	-	500,000.00	400,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00	-	145,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00	-	1,500,000.00	1,500,000.00
Transportation Improvements Reimbursements	240,000.00	240,000.00	-	240,000.00	1,010,000.00
Solid Waste	45,000.00	45,000.00	-	68,000.00	55,000.00
Health Permits/Inspections	75,000.00	75,000.00	-	80,000.00	75,000.00
Municipal Court					
Other Income	40,000.00	40,000.00	-	40,000.00	40,000.00
TXF from Capital Improvements					
TXF DSRP On Call	10,400.00	10,400.00	-	10,400.00	
TXF from HOT				200,000.00	55,000.00
TXF from WWU					
TXF from TIRZ	100,558.00	100,558.00	-	100,558.00	-
TXF from Sidewalk Fund					29,000.00
FEMA	-	-	-	103,775.15	
CARES Act	-	-	-		
Opioid Abatement	-	-	-		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-		
<b>Total</b>	<b>14,654,837.83</b>	<b>14,746,957.75</b>	<b>92,119.92</b>	<b>16,319,784.88</b>	<b>14,729,725.53</b>
<b>Expense</b>					
Supplies	35,000.00	35,000.00	-	37,000.00	37,000.00
Office IT Equipment and Support	139,499.00	139,499.00	-	145,000.00	117,329.00
Software Purchase, Agreements and Licenses	192,000.00	192,000.00	-	192,000.00	301,251.76
Website	6,800.00	6,800.00	-	6,916.24	7,000.00
Communications Network/Phone	58,395.84	58,395.84	-	67,000.00	85,221.64
Miscellaneous Office Equipment	10,300.00	10,300.00	-	10,300.00	10,000.00
Utilities:					
- Street Lights	20,000.00	20,000.00	-	20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00	-	4,000.00	4,000.00
- Office Electric	5,500.00	5,500.00	-	10,350.00	8,000.00
- Office Water	650.00	650.00	-	1,600.00	750.00
- DT Restroom Electric					2,000.00
- DT Restroom Water					2,000.00
- Stephenson Electric	1,500.00	1,500.00	-	1,000.00	1,500.00
- Stephenson Water	500.00	500.00	-	600.00	800.00
Transportation:					
- Improvement Projects	1,140,000.00	1,140,000.00	-	1,873,000.00	790,000.00
- Street & ROW Maintenance	211,005.00	211,005.00	-	125,000.00	215,075.00
- Street Improvements	660,000.00	660,000.00	-	899,954.62	-
Office Maintenance/Repairs	19,860.00	19,860.00	-	19,860.00	36,880.00
Stephenson Building Maintenance	550.00	550.00	-	550.00	2,500.00
Maintenance Equipment	8,500.00	8,500.00	-	8,500.00	115,500.00
Equipment Maintenance	6,750.00	6,750.00	-	6,750.00	17,750.00
Maintenance Supplies	6,500.00	6,500.00	-	6,500.00	6,500.00
Fleet Acquisition	361,000.00	361,000.00	-	325,000.00	50,000.00
Fleet Maintenance	78,020.00	78,020.00	-	78,020.00	103,325.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
City Hall Improvements	556,000.00	556,000.00	-	10,000.00	1,100,000.00
Maintenance Facility	-	-	-	-	-
Uniforms	17,500.00	17,500.00	-	17,500.00	17,500.00
Special Projects:	-	-	-	-	-
- Family Violence Ctr	7,000.00	7,000.00	-	7,000.00	7,000.00
- Lighting Compliance	2,000.00	2,000.00	-	2,000.00	2,000.00
- Economic Development	5,000.00	5,000.00	-	5,000.00	5,000.00
- Records Management	1,220.00	1,220.00	-	1,220.00	720.00
- Government Affairs	-	-	-	-	50,000.00
- Stephenson Parking Lot Improvements	-	-	-	-	-
- Stephenson Building Rehabilitation	92,025.00	92,025.00	-	135,000.00	-
- Planning Consultant	165,000.00	257,119.92	92,119.92	92,119.92	30,000.00
- Land Acquisition	10,000.00	10,000.00	-	67,500.00	10,000.00
- Downtown Bathroom	200,000.00	200,000.00	-	200,000.00	-
- City Hall Planning	20,000.00	20,000.00	-	-	-
Public Safety:	-	-	-	-	-
- Emergency Management Equipment	79,200.00	79,200.00	-	80,000.00	67,500.00
- Emergency Equipment Fire & Safety	996.00	996.00	-	1,300.00	611.00
- Emergency Mgt PR	2,000.00	2,000.00	-	1,500.00	3,000.00
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00	-	14,500.00	12,299.00
- Emergency Management Other	-	-	-	-	-
- Animal Control	3,400.00	3,400.00	-	3,400.00	3,400.00
Public Relations	15,300.00	15,300.00	-	15,300.00	15,000.00
Postage	3,500.00	3,500.00	-	5,500.00	4,500.00
TML Insurance:	-	-	-	-	-
- Liability	27,277.00	27,277.00	-	27,277.00	33,908.00
- Property	48,810.00	48,810.00	-	54,200.00	67,191.00
- Workers' Comp	34,656.00	34,656.00	-	52,750.00	42,497.00
Dues, Fees, Subscriptions	31,500.00	31,500.00	-	90,114.00	74,462.85
Public Notices	2,000.00	2,000.00	-	3,500.00	2,600.00
City Sponsored Events	-	-	-	-	-
Election	8,000.00	8,000.00	-	-	8,000.00
Salaries	3,238,716.65	3,238,716.65	-	2,914,844.99	3,862,412.11
Taxes	259,605.82	259,605.82	-	233,645.24	308,326.53
Benefits	279,323.88	279,323.88	-	251,391.49	315,383.39
Retirement	185,186.55	185,186.55	-	166,667.89	213,935.51
DSRP Salaries	540,752.60	540,752.60	-	540,752.60	293,829.00
DSRP Taxes	43,887.57	43,887.57	-	43,887.57	23,737.92
DSRP Benefits	66,694.30	66,694.30	-	66,694.30	35,267.45
DSRP Retirement	31,931.44	31,931.44	-	31,931.44	17,049.43
Professional Services:	-	-	-	-	-
- Financial Services	37,500.00	37,500.00	-	49,250.00	37,500.00
- Engineering	70,000.00	70,000.00	-	70,000.00	70,000.00
- Special Counsel and Consultants	49,000.00	49,000.00	-	49,000.00	16,000.00
- Muni Court	15,500.00	15,500.00	-	8,000.00	15,500.00
- Bldg. Inspector	750,000.00	750,000.00	-	950,000.00	750,000.00
- Fire Inspector	40,000.00	40,000.00	-	65,000.00	40,000.00
- Health Inspector	60,000.00	60,000.00	-	45,000.00	-
- Architectural and Landscape Consultants	5,000.00	5,000.00	-	4,000.00	5,000.00
- Historic District Consultant	13,500.00	19,750.00	6,250.00	19,750.00	29,500.00
- Lighting Consultant	2,000.00	2,000.00	-	2,000.00	2,000.00
- Human Resource Consultant	28,306.00	28,306.00	-	35,000.00	38,200.00
Training/CE	84,158.93	84,158.93	-	84,158.93	100,000.00
Employee Engagement	20,000.00	20,000.00	-	20,000.00	20,000.00
Meeting Supplies	12,700.00	12,700.00	-	7,500.00	3,120.00
Code Publication	5,200.00	5,200.00	-	5,200.00	6,461.47
Mileage	2,000.00	2,000.00	-	1,000.00	2,000.00
Miscellaneous Office Expense	10,000.00	10,000.00	-	10,000.00	10,000.00
Bad Debt Expense	-	-	-	-	-
Contingencies/Emergency Fund	50,000.00	50,000.00	-	50,000.00	61,326.00

Item 13.

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	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Coronavirus Local Fiscal Recovery Funds (CLFRF)			-		
Debt Payment 2024	367,000.00	367,000.00	-	-	486,041.67
Debt Payment 2025					865,000.00
TXF to Reserve Fund	500,000.00	500,000.00	-	500,000.00	500,000.00
TXF AV to TIF	668,644.77	528,625.00	(140,019.77)	499,865.31	575,566.14
TXF to TIRZ			-		
Sales Tax TXF to WWU	760,000.00	760,000.00	-	933,970.34	900,000.00
SPA & ECO D TXF	218,880.00	218,880.00	-	268,983.46	259,200.00
TXF to DSRP	-	-	-		
TXF to Capital Improvement Fund	300,000.00	300,000.00	-	-	-
TXF to Vehicle Replacement Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF to WWU			-		
TXF to Founders Day			-		
TXF to Farmers Market	16,679.31	16,679.31	-	16,057.18	16,542.01
<b>Total</b>	<b>13,128,993.66</b>	<b>13,087,343.81</b>	<b>(41,649.85)</b>	<b>12,755,142.51</b>	<b>13,486,577.43</b>

**PARKS - GENERAL FUND**

<b>Revenue</b>					
Sponsorships and Donations	5,000.00	5,000.00	-	2,600.00	5,500.00
City Sponsored Events			-		
Programs and Events	22,600.00	22,600.00	-	6,257.00	9,500.00
Community Service Permit Fees	1,800.00	1,800.00	-	340.00	1,800.00
Aquatics Program Income	55,300.00	55,300.00	-	55,300.00	41,750.00
Pool and Pavilion Rental	20,800.00	20,800.00	-	20,800.00	21,235.00
Park Rental Fees	6,000.00	6,000.00	-	11,468.00	6,000.00
Reimbursement of Utility Costs			-		
TXF from HOT Fund	-	-	-		16,500.00
TXF from Parkland Dedication	541,480.00	554,040.00	12,560.00	554,040.00	8,500.00
TXF from Parkland Development			-		
TXF from Landscaping Fund	3,000.00	3,000.00	-	3,000.00	60,000.00
<b>Total Revenue</b>	<b>655,980.00</b>	<b>668,540.00</b>	<b>12,560.00</b>	<b>653,805.00</b>	<b>170,785.00</b>

<b>Expense</b>					
Other	13,320.00	13,320.00	-	11,820.00	6,500.00
Park Consultants					
Dues Fees and Subscriptions	3,402.00	3,402.00	-	3,402.00	2,575.00
Advertising & Marketing	16,250.00	16,250.00	-	16,250.00	15,500.00
<b>Total Other</b>	<b>32,972.00</b>	<b>32,972.00</b>	<b>-</b>	<b>31,472.00</b>	<b>24,575.00</b>

<b>Public Improvements</b>					
All Parks	156,500.00	156,500.00	-	156,500.00	247,000.00
Triangle Improvement	-	-	-		5,000.00
Rathgeber Improvements	215,000.00	215,000.00	-	274,722.63	-
Founders Park	597,000.00	597,000.00	-	570,000.00	175,000.00
Founders Pool			-		10,000.00
Skate Park	150,000.00	150,000.00	-	150,000.00	25,000.00
S & R Park	54,000.00	66,560.00	12,560.00	66,560.00	70,000.00
Charro Ranch Park	600.00	600.00	-	600.00	-
<b>Total Improvements</b>	<b>1,173,100.00</b>	<b>1,185,660.00</b>	<b>12,560.00</b>	<b>1,218,382.63</b>	<b>532,000.00</b>

<b>Utilities</b>					
Portable Toilets	7,250.00	7,250.00	-	7,250.00	10,000.00
Hays Trinity Groundwater Permit	-	-		-	150.00
Triangle Electric	500.00	500.00	-	500.00	500.00
Triangle Water	500.00	500.00	-	450.00	500.00
Ranch House Network/Phone	8,568.00	8,568.00	-	8,568.00	8,568.00
S&R Park Water	13,000.00	13,000.00	-	13,000.00	13,000.00
SRP Electric	2,500.00	2,500.00	-	2,500.00	2,500.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-	6,000.00	5,200.00
FMP Pool//Electricity	5,000.00	5,000.00	-	5,200.00	4,200.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Pool Phone/Network	3,040.00	3,040.00	-	4,400.00	2,500.00
FMP Pool Propane	13,250.00	13,250.00	-	6,500.00	10,000.00
<b>Total Utilities</b>	<b>59,608.00</b>	<b>59,608.00</b>	-	<b>54,368.00</b>	<b>57,518.00</b>
<b>Maintenance</b>					
General Maintenance (All Parks)	9,000.00	9,000.00	-	9,000.00	25,000.00
Trail Washout repairs			-		
Equipment Rental	1,000.00	1,000.00	-	500.00	5,000.00
Founders Pool	36,000.00	36,000.00	-	36,000.00	21,000.00
Founders Park	17,740.00	17,740.00	-	17,740.00	26,000.00
Skate Park Maintenance	500.00	500.00	-	500.00	2,500.00
S&R	42,920.00	42,920.00	-	42,920.00	43,500.00
Charro Ranch Park	9,300.00	9,300.00	-	9,300.00	26,150.00
Triangle/ Veteran's Memorial Park	700.00	700.00	-	700.00	5,700.00
Rathgeber Maintenance			-		
Ranch Park Maintenance	-	-			17,000.00
<b>Total Maintenance</b>	<b>117,160.00</b>	<b>117,160.00</b>	-	<b>116,660.00</b>	<b>171,850.00</b>
<b>Supplies</b>					
General Parks	8,550.00	8,550.00	-	8,550.00	19,600.00
Charro Ranch Supplies	1,250.00	1,250.00	-	1,250.00	1,050.00
Founders Park Supplies	-	-	-		-
Founders Pool Supplies	40,075.00	40,075.00	-	40,075.00	26,200.00
Program and Events	10,950.00	10,950.00	-	10,950.00	10,950.00
DSRP & Ranch House Supplies			-		
Rathgeber Supplies	600.00	600.00	-	750.00	1,504.00
S&R Supplies	400.00	400.00	-	400.00	400.00
<b>Total Supplies</b>	<b>61,825.00</b>	<b>61,825.00</b>	-	<b>61,975.00</b>	<b>59,704.00</b>
<b>Program Staff</b>					
Camp Staff			-		-
Program Event Staff	27,801.76	27,801.76	-	27,801.76	16,840.00
Aquatics Staff	130,642.09	130,642.09	-	130,642.09	126,813.64
<b>Total Staff Expense</b>	<b>158,443.85</b>	<b>158,443.85</b>	-	<b>158,443.85</b>	<b>143,653.64</b>
<b>Total Parks Expenditures</b>	<b>1,603,108.85</b>	<b>1,615,668.85</b>	<b>12,560.00</b>	<b>1,641,301.48</b>	<b>989,300.64</b>
<b>FOUNDERS DAY - GENERAL FUND</b>					
<b>Balance Forward</b>	<b>46,869.01</b>	<b>46,869.01</b>	-	<b>46,869.01</b>	<b>63,778.56</b>
<b>Revenue</b>			-		
Craft booths/Business Booths	6,250.00	6,250.00	-	6,167.25	7,540.00
Food booths	1,300.00	1,300.00	-	1,575.00	1,500.00
BBQ cookers	4,600.00	4,600.00	-	4,950.00	5,115.00
Carnival	14,000.00	14,000.00	-	16,739.00	15,000.00
Parade	4,000.00	4,000.00	-	4,130.00	4,675.00
Sponsorship	90,000.00	90,000.00	-	118,900.00	100,000.00
Parking concession	1,000.00	1,000.00	-	1,522.12	500.00
Electric	3,300.00	3,300.00	-	3,600.00	3,000.00
Misc.			-		
TXF from General Fund			-		
<b>Total</b>	<b>171,319.01</b>	<b>171,319.01</b>	-	<b>204,452.38</b>	<b>201,108.56</b>
<b>Expense</b>					
Publicity	2,500.00	2,500.00	-	1,000.00	1,400.00
Porta-Potties	15,000.00	15,000.00	-	8,368.10	10,000.00
Security	35,000.00	35,000.00	-	37,621.65	38,000.00
Health, Safety & Lighting	30,500.00	30,500.00	-	27,078.02	17,500.00
Transportation	7,000.00	7,000.00	-	5,700.00	10,500.00
Barricades/Traffic Plan	6,500.00	6,500.00	-	8,130.00	21,500.00
Bands/Music/Sound	22,500.00	22,500.00	-	19,436.52	21,500.00

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	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Clean Up	20,000.00	20,000.00	-	16,925.41	18,500.00
FD Event Supplies	7,750.00	7,750.00	-	4,431.40	1,000.00
Sponsorship	6,000.00	6,000.00	-	2,326.69	3,500.00
Parade	650.00	650.00	-	438.28	500.00
Tent, Tables & Chairs	4,400.00	4,400.00	-	6,992.75	7,000.00
Electricity	2,000.00	2,000.00	-	2,000.00	2,000.00
FD Electrical Setup	225.00	225.00	-	225.00	225.00
Contingencies	-	-	-	-	-
<b>Total expenses</b>	<b>160,025.00</b>	<b>160,025.00</b>	<b>-</b>	<b>140,673.82</b>	<b>156,625.00</b>
<b>Balance Forward</b>	<b>11,294.01</b>	<b>11,294.01</b>	<b>-</b>	<b>63,778.56</b>	<b>44,483.56</b>

**ECLIPSE - 2024**

<b>Revenue</b>					
<b>Sponsorships</b>					
- Sunblock Party	20,000.00	20,000.00	-	20,302.50	-
- Glasses	5,000.00	5,000.00	-	-	-
- Misc. Sponsorships	5,000.00	5,000.00	-	-	-
<b>Sales</b>					
- Glasses	12,000.00	12,000.00	-	59,516.09	-
- T-Shirts	3,500.00	3,500.00	-	-	-
- Other	2,000.00	2,000.00	-	-	-
TXF from HOT	62,709.00	62,709.00	-	62,709.00	-
<b>Total</b>	<b>110,209.00</b>	<b>110,209.00</b>	<b>-</b>	<b>142,527.59</b>	<b>-</b>

<b>Expense</b>					
<b>Merchandise</b>					
- Glasses	14,139.00	14,139.00	-	43,589.73	-
- T-Shirts	2,500.00	2,500.00	-	-	-
- Stickers	1,000.00	1,000.00	-	-	-
- Other	6,000.00	6,000.00	-	-	-
<b>Maintenance</b>	<b>32,670.00</b>	<b>32,670.00</b>	<b>-</b>	<b>31,231.00</b>	<b>-</b>
Block Party	28,500.00	28,500.00	-	3,561.02	-
Other	25,400.00	25,400.00	-	17,301.30	-
<b>Total expenses</b>	<b>110,209.00</b>	<b>110,209.00</b>	<b>-</b>	<b>95,683.05</b>	<b>-</b>

**CONSOLIDATED GENERAL FUND**

<b>Revenue</b>					
City	14,654,837.83	14,746,957.75	92,119.92	16,319,784.88	14,729,725.53
Parks	655,980.00	668,540.00	12,560.00	653,805.00	170,785.00
Founders	171,319.01	171,319.01	-	204,452.38	201,108.56
Eclipse	110,209.00	110,209.00	-	142,527.59	-
<b>Total</b>	<b>15,592,345.84</b>	<b>15,697,025.76</b>	<b>104,679.92</b>	<b>17,320,569.85</b>	<b>15,101,619.09</b>
<b>Expense</b>					
City	13,128,993.66	13,087,343.81	(41,649.85)	12,755,142.51	13,486,577.43
Parks	1,603,108.85	1,615,668.85	12,560.00	1,641,301.48	989,300.64
Founders	160,025.00	160,025.00	-	140,673.82	156,625.00
Eclipse	110,209.00	110,209.00	-	95,683.05	-
<b>Total Expense</b>	<b>15,002,336.50</b>	<b>14,973,246.65</b>	<b>(29,089.85)</b>	<b>14,632,800.86</b>	<b>14,632,503.07</b>
<b>Balance Forward</b>	<b>590,009.34</b>	<b>723,779.11</b>	<b>133,769.77</b>	<b>2,687,768.99</b>	<b>469,116.02</b>

**DRIPPING SPRINGS FARMERS MARKET**

<b>Balance Forward</b>	<b>31,438.39</b>	<b>31,438.39</b>	<b>-</b>	<b>31,438.39</b>	<b>28,193.38</b>
<b>Revenue</b>					
FM Sponsor	4,000.00	4,000.00	-	1,000.00	1,000.00
Grant Income	1,000.00	1,000.00	-	1,000.00	1,000.00
Booth Space	70,000.00	70,000.00	-	55,574.29	66,000.00
Applications	1,800.00	1,800.00	-	1,337.14	1,400.00
Membership Fee	2,000.00	2,000.00	-	2,100.00	2,200.00
Interest Income	1,300.00	1,300.00	-	1,836.38	-

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Market Event/Merch.	1,000.00	1,000.00	-	200.00	400.00
Transfer from General Fund	16,679.31	16,679.31	-	16,057.18	16,542.01
<b>Total</b>	<b>129,217.70</b>	<b>129,217.70</b>	<b>-</b>	<b>110,543.38</b>	<b>118,535.39</b>

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<b>Expense</b>					
Advertising	4,700.00	4,700.00	-	3,700.00	4,700.00
Market Manager	56,968.21	56,968.21	-	57,300.00	60,468.30
Payroll Tax Expense	4,610.07	4,610.07	-	4,750.00	4,877.83
DSFM Benefits	6,676.72	6,676.72	-	6,750.00	7,057.78
Retirement	3,363.97	3,363.97	-	3,450.00	3,508.67
Entertainment & Activities	3,000.00	3,000.00	-	4,000.00	5,000.00
Dues Fees & Subscriptions	200.00	200.00	-	200.00	200.00
Training	100.00	100.00	-	100.00	100.00
Office Expense	200.00	200.00	-	200.00	200.00
Supplies Expense	-	-	-	-	-
Network & Phone	200.00	200.00	-	200.00	200.00
Cleaning & Maintenance	2,200.00	2,200.00	-	1,200.00	2,200.00
Other Expense	-	-	-	-	-
Capital Fund	-	-	-	-	-
Contingency Fund	500.00	500.00	-	500.00	500.00
Transfer to Reserve Fund	35,000.00	35,000.00	-	-	-
<b>Total Expense</b>	<b>117,718.98</b>	<b>117,718.98</b>	<b>-</b>	<b>82,350.00</b>	<b>89,012.58</b>
<b>Balance Forward</b>	<b>11,498.72</b>	<b>11,498.72</b>	<b>-</b>	<b>28,193.38</b>	<b>29,522.81</b>

<b>PARKLAND DEDICATION FUND</b>					
<b>Balance Forward</b>	<b>564,405.81</b>	<b>564,405.81</b>	<b>-</b>	<b>564,405.81</b>	<b>10,365.81</b>
<b>Revenue</b>					
Parkland Fees	-	-	-	-	-
<b>Total Revenue</b>	<b>564,405.81</b>	<b>564,405.81</b>	<b>-</b>	<b>564,405.81</b>	<b>10,365.81</b>

<b>Expense</b>					
Park Improvements	541,480.00	554,040.00	12,560.00	554,040.00	-
TXF to AG Facility	-	-	-	-	-
Master Naturalists	-	-	-	-	-
<b>Total Expenses</b>	<b>541,480.00</b>	<b>554,040.00</b>	<b>12,560.00</b>	<b>554,040.00</b>	<b>-</b>
<b>Balance Forward</b>	<b>22,925.81</b>	<b>10,365.81</b>	<b>(12,560.00)</b>	<b>10,365.81</b>	<b>10,365.81</b>

<b>PARKLAND DEVELOPMENT FUND</b>					
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Revenue</b>					
Parkland Development Fees	-	-	-	-	-
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>Expense</b>					
Transfer to Parks	-	-	-	-	-
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>AG FACILITY FUND</b>					
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>24,500.00</b>	<b>-</b>
<b>Revenue</b>					
Ag Facility Fees	-	-	-	84,800.00	-
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>109,300.00</b>	<b>-</b>

<b>Expense</b>					
TXF to DSRP	-	-	-	109,300.00	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>109,300.00</b>	<b>-</b>

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	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
<b>Balance Forward</b>	-	-	-	-	-
<b>LANDSCAPING FUND</b>					
<b>Balance Forward</b>	624,827.64	624,827.64	-	555,567.00	509,067.00
<b>Revenue</b>					
Tree Replacement Fees			-		
<b>Total Revenues</b>	624,827.64	624,827.64	-	555,567.00	509,067.00
<b>Expense</b>					
Sports and Rec Park	-	-	-	-	-
DSRP			-	-	-
FMP	3,000.00	3,000.00	-	3,000.00	-
Charro			-	-	-
Historic Districts			-	-	-
Professional Services			-	-	-
Tree Maintenance	25,000.00	41,200.00	16,200.00	41,200.00	25,000.00
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00	-	2,300.00	2,300.00
<b>Total Expense</b>	30,300.00	46,500.00	16,200.00	46,500.00	27,300.00
<b>Balance Forward</b>	594,527.64	578,327.64	(16,200.00)	509,067.00	481,767.00
<b>SIDEWALK FUND</b>					
<b>Balance Forward</b>	1,497.00	1,497.00	-	29,828.96	29,828.96
<b>Revenue</b>					
Fees	-	-	-	-	-
<b>Total Revenues</b>	1,497.00	1,497.00	-	29,828.96	29,828.96
<b>Expense</b>					
Expense	-	-	-	-	29,000.00
<b>Total Expense</b>	-	-	-	-	29,000.00
<b>Balance Forward</b>	1,497.00	1,497.00	-	29,828.96	828.96
<b>DRIPPING SPRINGS RANCH PARK OPERATING FUND</b>					
<b>Balance Forward</b>	242,088.02	242,088.02	-	240,004.35	156,169.49
<b>Revenue</b>					
Stall Rentals	37,200.00	37,200.00	-	45,000.00	40,000.00
RV/Camping Site Rentals	19,000.00	19,000.00	-	26,605.00	21,000.00
Facility Rentals	113,500.00	113,500.00	-	145,000.00	125,000.00
Equipment Rental	6,000.00	6,000.00	-	15,500.00	8,000.00
Sponsorships & Donations	52,275.00	52,275.00	-	11,111.00	52,275.00
Merchandise Sales	22,065.20	22,065.20	-	28,000.00	22,065.20
Riding Permits	9,500.00	9,500.00	-	7,680.00	8,000.00
Staff & Misc. Fees	4,000.00	4,000.00	-	5,000.00	4,000.00
Cleaning Fees	25,000.00	25,000.00	-	25,160.00	25,000.00
General Program and Events:					
- Riding Series	35,000.00	35,000.00	-	32,500.00	35,000.00
- Coyote Camp	137,100.00	137,100.00	-	114,000.00	137,100.00
- Misc. Events	2,000.00	2,000.00	-	54,827.00	12,000.00
- Programing	15,100.00	15,100.00	-	40,000.00	53,000.00
- Concert Series			-		
- Ice Rink	329,425.00	320,625.00	(8,800.00)	119,206.00	229,169.00
- Ice Rink Merchandise			-	500.00	500.00
Concessions	-	-	-	987.50	-
Other Income	500.00	500.00	-	2,000.00	500.00
Interest	2,000.00	2,000.00	-	8,271.44	4,500.00
TXF from Ag Facility			-	109,300.00	-
TXF from HOT	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00
<b>Total Revenue</b>	1,351,753.22	1,351,753.22	-	1,352,997.29	1,260,331.00

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	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
<b>Expense</b>					
Advertising	15,000.00	15,000.00	-	4,332.95	15,000.00
Office Supplies	10,000.00	10,000.00	-	3,500.00	10,000.00
Postage	-	-	-	-	-
DSRP On Call	10,400.00	10,400.00	-	10,400.00	-
Programing Staff	108,246.48	108,246.48	-	95,000.00	154,246.48
Network and Communications	14,518.00	14,518.00	-	16,500.00	9,414.00
IT Equipment & Support	5,000.00	5,000.00	-	5,000.00	3,000.00
Co-Sponsored Events	7,900.00	7,900.00	-	-	7,900.00
Sponsorship Expenses	2,100.00	2,100.00	-	-	2,100.00
Supplies and Materials	13,545.00	13,545.00	-	18,545.00	-
Uniforms	3,500.00	3,500.00	-	1,250.00	1,000.00
Ranch House Supplies	1,000.00	1,000.00	-	500.00	1,000.00
Dues, Fees and Subscriptions	5,127.50	5,127.50	-	6,302.05	5,127.50
Mileage	500.00	500.00	-	500.00	500.00
Equipment	20,000.00	20,000.00	-	20,000.00	5,000.00
House Equipment			-		
Equipment Rental	2,000.00	2,000.00	-	3,500.00	3,000.00
Equipment Maintenance	25,000.00	25,000.00	-	25,000.00	25,000.00
Portable Toilets	2,500.00	2,500.00	-	960.00	960.00
Electric	60,000.00	60,000.00	-	81,000.00	60,000.00
Water	7,000.00	7,000.00	-	18,250.00	7,000.00
Septic	750.00	750.00	-	750.00	750.00
Lift Station Maintenance	12,000.00	12,000.00	-	20,000.00	12,000.00
Propane/Natural Gas	2,500.00	2,500.00	-	3,000.00	2,500.00
On Call Phone	-	-	-		
Alarm	6,660.00	6,660.00	-	8,000.00	13,317.24
Stall Cleaning & Repair	4,000.00	4,000.00	-	4,200.00	4,000.00
Training and Education	12,400.00	12,400.00	-	7,126.85	-
General Program and Events:			-		
- Riding Series	32,000.00	32,000.00	-	26,500.00	28,000.00
- Coyote Camp	16,000.00	16,000.00	-	16,000.00	12,000.00
- Misc. Events	700.00	700.00	-	28,274.44	700.00
- Programing	8,000.00	8,000.00	-	18,250.00	8,000.00
- Concert Series			-		
- Ice Rink	242,719.40	242,719.40	-	291,319.76	229,169.00
Other Expense	20,000.00	20,000.00	-	5,000.00	10,000.00
Improvements	355,000.00	355,000.00	-	200,000.00	320,000.00
Tree Planting			-		
Contingencies	50,000.00	50,000.00	-	68,625.00	30,000.00
Fleet Acquisition	-	-	-		
Fleet Maintenance	5,500.00	5,500.00	-	1,800.00	3,000.00
General Maintenance and Repair	155,697.24	155,697.24	-	115,697.24	149,040.00
Grounds and General Maintenance	21,690.00	21,690.00	-		21,690.00
House Maintenance	10,000.00	10,000.00	-	5,050.00	5,000.00
HCLE	13,200.00	13,200.00	-	13,200.00	13,200.00
Merchandise	17,065.20	17,065.20	-	19,000.00	17,065.20
Sales Tax Remittance	-	-	-	2,349.51	
RV/Parking Lot			-		
TXF to Vehicle Replacement Fund	32,145.00	32,145.00	-	32,145.00	31,906.08
<b>Total Expenses</b>	<b>1,331,363.82</b>	<b>1,331,363.82</b>	<b>-</b>	<b>1,196,827.80</b>	<b>1,221,585.50</b>
<b>Balance Forward</b>	<b>20,389.40</b>	<b>20,389.40</b>	<b>-</b>	<b>156,169.49</b>	<b>41,693.19</b>

**HOTEL OCCUPANCY TAX FUND**

<b>Balance Forward</b>	<b>549,203.99</b>	<b>549,203.99</b>	<b>-</b>	<b>618,439.63</b>	<b>626,259.95</b>
<b>Revenues</b>					
Hotel Occupancy Tax	800,000.00	800,000.00	-	1,105,664.55	900,000.00
Interest	7,200.00	7,200.00	-	18,000.00	332

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
<b>Total</b>	<b>1,356,403.99</b>	<b>1,356,403.99</b>	<b>-</b>	<b>1,742,104.18</b>	<b>1,533,459.95</b>
<b>Expenses</b>					
Advertising	-	-	-	-	300.00
Christmas Lighting Displays	27,290.00	67,290.00	40,000.00	67,290.00	27,290.00
City Sponsored Events	-	-	-	-	-
Historic Districts Marketing	-	-	-	-	-
Signage	8,840.00	8,840.00	-	56,840.00	90,200.00
Arts	20,000.00	20,000.00	-	35,000.00	-
Lighting	-	-	-	-	-
Dues and Fees	12,000.00	12,000.00	-	4,715.00	5,000.00
TXF to Debt Service	88,487.50	88,487.50	-	88,487.50	90,375.00
RV/ Parking Lot	-	-	-	-	-
Software	8,000.00	8,000.00	-	5,500.00	5,000.00
TXF to General Fund	62,709.00	62,709.00	-	262,709.00	55,000.00
TXF to DSVB	233,072.73	233,072.73	-	233,072.73	550,000.00
TXF to Event Center	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00
Grants	39,885.00	39,885.00	-	39,885.00	40,842.00
<b>Total expenses</b>	<b>800,284.23</b>	<b>849,084.23</b>	<b>48,800.00</b>	<b>1,115,844.23</b>	<b>1,194,007.00</b>
<b>Balance Forward</b>	<b>556,119.76</b>	<b>507,319.76</b>	<b>(48,800.00)</b>	<b>626,259.95</b>	<b>339,452.95</b>

**VISITORS BUREAU**

<b>Balance Forward</b>	-	-	-	-	-
<b>Revenue</b>					<b>3,323.83</b>
Fees					
- Brewers Fest	1,000.00	1,000.00	-	900.00	1,000.00
- Wedding Showcase	14,000.00	14,000.00	-	8,796.68	9,000.00
Ticket Sales					
- Brewers Fest	12,000.00	12,000.00	-	16,609.00	17,000.00
- Dripping with Taste	5,000.00	5,000.00	-	5,271.69	-
- Songwriter's Festival	8,500.00	8,500.00	-	9,160.00	9,000.00
Merchandise					
- Brewers Fest	1,000.00	1,000.00	-	-	-
- Songwriters Festival	5,000.00	5,000.00	-	3,131.47	4,000.00
- Eclipse	2,000.00	2,000.00	-	-	-
Sponsorships & Donations					
- Songwriter's Festival	78,000.00	78,000.00	-	25,000.00	70,000.00
- Brewers Fest	-	-	-	1,000.00	1,000.00
- Stars in Dripping Springs	-	-	-	-	20,000.00
Grants					
TXF from HOT Fund	233,072.73	233,072.73	-	233,072.73	550,000.00
Other Revenues	-	-	-	9,390.02	9,000.00
Interest	-	-	-	5,000.00	5,000.00
<b>Total</b>	<b>359,572.73</b>	<b>359,572.73</b>	<b>-</b>	<b>317,331.59</b>	<b>698,323.83</b>

<b>Expense</b>					
Personnel					
- Salaries	144,350.00	144,350.00	-	115,480.00	142,604.40
- Taxes	11,546.78	11,546.78	-	9,237.42	11,413.24
- Benefits	13,430.08	13,430.08	-	10,744.06	14,170.16
- TMRS	8,523.87	8,523.87	-	6,819.10	8,274.62
Dues, Fees and Subscriptions	3,525.00	3,525.00	-	8,000.00	3,065.00
Advertising & Marketing	20,053.00	20,053.00	-	68,000.00	66,742.00
Supplies	1,800.00	1,800.00	-	3,250.00	2,500.00
IT Equipment & Support	-	-	-	304.87	-
Software	25,260.00	25,260.00	-	3,000.00	21,960.00
Training & Education	3,000.00	3,000.00	-	19,350.00	8,000.00
Professional Services					

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Marketing Consultant	5,000.00	5,000.00	-	5,000.00	5,000.00
Utilities					
- Water			-		
- Electricity	650.00	650.00	-	925.00	1,000.00
- Phone/Network			-		
Website	7,150.00	7,150.00	-	1,710.00	10,000.00
Office Maintenance/Repairs	13,740.00	13,740.00	-	7,500.00	10,700.00
Office Improvements	-	-	-	-	-
Postage	250.00	250.00	-	250.00	500.00
Other	7,214.00	7,214.00	-	4,000.00	-
Brewers Fest	7,680.00	7,680.00	-	17,358.60	17,675.00
Dripping with Taste	4,700.00	4,700.00	-	2,778.71	-
Songwriter's Festival	68,700.00	68,700.00	-	28,000.00	100,000.00
Wedding Showcases	13,000.00	13,000.00	-	2,300.00	2,000.00
Stars in Dripping Springs	-	-	-	-	40,000.00
Transfer to Capital	-	-	-	-	40,000.00
<b>Total expenses</b>	<b>359,572.73</b>	<b>359,572.73</b>	<b>-</b>	<b>314,007.76</b>	<b>506,404.42</b>
<b>Balance Forward</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,323.83</b>	<b>191,919.41</b>

Item 13.

**UTILITY FUND**

<b>Balance Forward</b>	<b>6,393,898.25</b>	<b>7,196,505.62</b>	<b>802,607.37</b>	<b>7,196,505.52</b>	<b>8,730,497.32</b>
<b>Wastewater</b>					
<b>Revenue</b>					
TXF from TWDB	14,715,000.00	14,715,000.00	-	150,000.00	-
Wastewater Service	1,478,767.68	1,478,767.68	-	1,847,406.69	1,672,883.25
Late Fees/Rtn check fees	9,600.00	9,600.00	-	14,887.76	9,000.00
Portion of Sales Tax	760,000.00	760,000.00	-	933,970.34	-
Delayed Connection Fees	5,000.00	5,000.00	-	28,000.00	5,000.00
Line Extensions			-		-
Transfer fees	-	-	-		-
Overuse fees	335,135.58	335,135.58	-	174,000.00	-
Reuse Fees	204,350.00	204,350.00	-	306,920.00	-
FM 150 WWU Line Reimbursement	60,000.00	60,000.00	-	5,000.00	-
Interest			-		-
Other Income			-		-
Reuse Water Income	-	-	-	365.50	-
Developer Reimbursed Costs	927,000.00	994,788.29	67,788.29	245,000.00	-
TXF from General Fund			-		-
<b>Total Revenues</b>	<b>18,494,853.26</b>	<b>18,562,641.55</b>	<b>67,788.29</b>	<b>3,705,550.29</b>	<b>1,686,883.25</b>

<b>Expense</b>					
Administrative and General Expense:					
- Regulatory Expense			-		-
- Planning and Permitting	5,000.00	5,000.00	-	35,000.00	-
Engineering:			-		
- Engineering & Surveying			-		-
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00	-	5,000.00	-
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00	-	13,000.00	-
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00	-	-	-
- Sewer Planning CAD 1971-001	15,000.00	15,000.00	-	2,000.00	-
- Water Planning 1982-001	5,000.00	5,000.00	-	2,000.00	-
- FM 150 WWU Line 1989-001	60,000.00	60,000.00	-	5,000.00	-
- Parallel West Interceptor Design& Cost			-	-	-
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00	-	5,000.00	-
- TLAP Renewal application 1732-001	10,000.00	10,000.00	-		-
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00	-	25,000.00	-
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	100,000.00	-	20,000.00	-
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00	-	15,000.00	-
- Cannon Tract - 1842-001	2,000.00	2,000.00	-	7,500.00	-

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00	-	40,000.00	-
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00	-	7,500.00	-
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	75,000.00	-	40,000.00	-
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	5,000.00	-	-	-
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00	-	20,000.00	-
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00	-
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00	-
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	25,000.00	-
- TLAP Renewal application	-	-	-	-	-
System Operations and Maintenance:	-	-	-	-	-
- Routine Operations	87,000.00	87,000.00	-	19,584.86	95,700.00
- Non-Routine Operations	85,800.00	85,800.00	-	31,744.67	94,400.00
- System Maintenance & Repair	24,000.00	166,270.14	142,270.14	166,270.14	30,000.00
- Chlorinator Maintenance	3,900.00	3,900.00	-	1,250.00	4,500.00
- Chlorinator Alarm	1,300.00	1,300.00	-	-	1,500.00
- Odor Control	26,000.00	26,000.00	-	-	28,600.00
- Meter Calibrations	2,730.00	2,730.00	-	850.00	3,500.00
- Lift Station Cleaning	27,300.00	27,300.00	-	35,000.00	35,000.00
- Jet Cleaning Collection lines	27,360.00	27,360.00	-	27,360.00	50,000.00
- Drip Field Lawn Maintenance	10,000.00	10,000.00	-	3,000.00	11,000.00
- Drip Field Maint & Repairs	20,000.00	20,000.00	-	7,500.00	30,000.00
- Drip Field Meter Box Replacement	-	-	-	-	-
- Lift Station repairs	27,300.00	27,300.00	-	5,000.00	35,000.00
- Autodialer Replacement	-	-	-	-	-
- Lift Station Preventative Maintenance	9,700.00	9,700.00	-	1,000.00	11,000.00
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00	-	54,718.00	70,000.00
- Chemicals	15,000.00	15,000.00	-	10,000.00	16,500.00
- Electricity	80,000.00	80,000.00	-	80,000.00	88,000.00
- Laboratory Testing	-	-	-	-	-
- Sludge Hauling	150,000.00	150,000.00	-	109,929.00	165,000.00
- Phone/Network	-	-	-	-	-
- Supplies	28,500.00	28,500.00	-	28,500.00	-
- Wastewater Flow Measurement	9,000.00	9,000.00	-	9,000.00	-
- Backwash Flow Meter & Check valve	-	-	-	-	-
- Arrowhead Plant Operations	-	-	-	-	-
- Big Sky Plant Operations	-	-	-	-	-
Arrowhead Operations and Maintenance:	-	-	-	-	-
- Routine Operations	23,250.00	23,250.00	-	16,000.00	26,000.00
- Non-Routine Operations	21,450.00	21,450.00	-	20,161.00	24,000.00
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,750.00
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,100.00
- Meter Calibrations	1,200.00	1,200.00	-	850.00	1,400.00
- Lift Station Cleaning	3,000.00	3,000.00	-	3,000.00	6,000.00
- Drip Field Lawn Maintenance	44,000.00	44,000.00	-	-	44,000.00
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	100.00	8,000.00
- Lift Station repairs	2,500.00	2,500.00	-	-	3,000.00
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	2,000.00
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	5,676.00	17,000.00
- Chemicals	13,000.00	13,000.00	-	12,000.00	14,300.00
- Electricity	20,000.00	20,000.00	-	14,000.00	22,000.00
- Sludge Hauling	39,000.00	39,000.00	-	51,226.00	50,000.00
- Supplies	7,500.00	7,500.00	-	1,250.00	-
- Equipment	-	-	-	-	-
- Equipment Maintenance	-	-	-	-	-
- Fleet Acquisition	-	-	-	-	-
- Fleet Maintenance	-	-	-	-	-
- Fuel	-	-	-	-	-
- Capital Projects	2,029,109.57	2,029,109.57	-	500,000.00	-
- Arrowhead Plant Lease(s)	-	-	-	-	286,500.00
Big Sky Operations and Maintenance:	-	-	-	-	-

Item 13.

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Routine Operations	23,250.00	23,250.00	-	-	23,250.00
- Non-Routine Operations	21,450.00	21,450.00	-	-	21,450.00
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,500.00
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,000.00
- Meter Calibrations	1,200.00	1,200.00	-	-	1,200.00
- Lift Station Cleaning	3,000.00	3,000.00	-	-	3,000.00
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	-	7,500.00
- Lift Station repairs	2,500.00	2,500.00	-	-	2,500.00
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	1,000.00
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	-	5,000.00
- Chemicals	13,000.00	13,000.00	-	-	13,000.00
- Electricity	20,000.00	20,000.00	-	-	20,000.00
- Sludge Hauling	39,000.00	39,000.00	-	-	39,000.00
- Supplies	7,500.00	7,500.00	-	-	-
Other Expense	85,000.00	85,000.00	-	40,000.00	-
Capital Projects:			-		
- Road Reconstruction			-		
- HRTreated Effluent Fill Station	200,000.00	200,000.00	-	-	-
- Parallel West Interceptor			-		
- Arrowhead Drain Field	1,800,000.00	1,800,000.00	-	-	-
- Parallel West Interceptor			-		
Other:			-		
- Reimbursement to Caliterra Oversize of West Interceptc	-	670,464.62	670,464.62	670,464.62	-
TWDB Engineering:			-		
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00	-	45,000.00	-
- East Interceptor 1951-001	125,000.00	125,000.00	-	45,000.00	-
- Effluent HP 1952-001	175,000.00	175,000.00	-	20,000.00	-
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00	-	5,000.00	-
- WWTP Design Assistance			-		
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00	-	15,000.00	-
Miscellaneous:			-		
- Consultants and Legal	230,000.00	230,000.00	-	40,000.00	-
TWDB Capital Projects:			-		
- West Interceptor	2,000,000.00	2,000,000.00	-	-	-
- South Collector, LS and FM and TE Line	125,000.00	125,000.00	-	-	-
- East Interceptor	50,000.00	50,000.00	-	-	-
- Effluent Holding Pond	2,000,000.00	2,000,000.00	-	-	-
- WWTP	12,000,000.00	12,000,000.00	-	-	-
Transfer to General Fund			-		
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00	-	37,936.00	50,545.02
<b>Total Expense</b>	<b>22,954,485.57</b>	<b>23,767,220.33</b>	<b>812,734.76</b>	<b>2,410,370.29</b>	<b>1,466,755.02</b>

**DEVELOPMENT/CAPITAL**

**Revenues**

Developer Reimbursed Costs	-	-	-	-	567,500.00
Portion of Sales Tax	-	-	-	-	900,000.00
Overuse fees	-	-	-	-	221,841.43
Line Extension Fees					-
Reuse Fees	-	-	-	-	-
FM 150 WWU Line Reimbursement	-	-	-	-	40,000.00
Other Income	-	-	-	-	40,000.00
PEC	-	-	-	-	130,000.00
ROW Fees	-	-	-	-	3,500.00
Cable	-	-	-	-	130,000.00
TX Gas Franchise Fees	-	-	-	-	4,250.00
Interest	-	-	-	-	180,000.00
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,217,091.43</b>

**Expense**



	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
- Construction Phase Services HR TEFS 1873-001	-	-	-	-	15,000.00
- Misc. Planning/Consulting 1431-001	-	-	-	-	67,500.00
- 2nd Amendment CIP 1881-001	-	-	-	-	60,000.00
- Sewer Planning CAD 1971-001	-	-	-	-	15,000.00
- Water Planning 1982-001	-	-	-	-	5,000.00
- FM 150 WWU Line 1989-001	-	-	-	-	40,000.00
- Parallel West Interceptor Design& Cost	-	-	-	-	-
- Caliterra Plan Review & construction Phase Services 1930-002	-	-	-	-	15,000.00
- TLAP Renewal application 1732-001	-	-	-	-	-
- Arrowhead PR & Const. Phase Services - 1967-001	-	-	-	-	10,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001	-	-	-	-	60,000.00
- Double L Planning & Const. Phase Services - 1743-001	-	-	-	-	75,000.00
- Cannon Tract - 1842-001	-	-	-	-	5,000.00
- Driftwood 522 PR & Const. Phase Services - 1900-001	-	-	-	-	75,000.00
- Big Sky PR & Const Phase Services - 1913-001	-	-	-	-	20,000.00
- Driftwood Creek PR & Const Phase Services - 1917-001	-	-	-	-	35,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-001	-	-	-	-	-
- Cynosure-Wild Ridge - 2009-001	-	-	-	-	25,000.00
- Oryx Cannon 58 Plan Review & CPS - 60972-2	-	-	-	-	60,000.00
- New Growth Plan Review & CPS - 60972-2	-	-	-	-	60,000.00
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-24	-	-	-	-	60,000.00
- Effluent HP 1952-001 - Engineering	-	-	-	-	60,000.00
- Effluent Holding Pond - Construction	-	-	-	-	-
Other Expense	-	-	-	-	-
- HRTreated Effluent Fill Station	-	-	-	-	200,000.00
- Parallel West Interceptor	-	-	-	-	-
- Arrowhead Drain Field	-	-	-	-	1,800,000.00
- WWTP Water Supply	-	-	-	-	50,000.00
- WWTP Road Repair	-	-	-	-	50,000.00
- Arrowhead Capital Projects	-	-	-	-	500,000.00
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,347,500.00</b>

**TWDB PROJECT**

**Revenues**

TXF from TWDB	-	-	-	-	21,005,000.00
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>21,005,000.00</b>

**Expense**

TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	-	-	-	-	150,000.00
- East Interceptor 1951-001	-	-	-	-	200,000.00
- Reclaimed Water Facility 1953-001	-	-	-	-	25,000.00
- WWTP Design Assistance	-	-	-	-	-
- So Regional WW System Exp P&M 1923-001	-	-	-	-	30,000.00
Miscellaneous:					
- Consultants and Legal	-	-	-	-	100,000.00
TWDB Capital Projects:					
- West Interceptor	-	-	-	-	3,000,000.00
- South Collector, LS and FM and TE Line	-	-	-	-	3,500,000.00
- East Interceptor	-	-	-	-	-
- WWTP	-	-	-	-	14,000,000.00
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>21,005,000.00</b>

**WATER**

**Revenue**

Fees:					
- Tap Fees	-	-	-	-	-
- Impact Fees	-	-	-	-	-

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Meter Set Fees	5,000.00	5,000.00	-	4,700.00	3,000.00
- Disconnect Fees			-	-	-
- Equipment Fees	36,200.00	36,200.00	-	33,082.97	8,000.00
- Inspection Fees	5,000.00	5,000.00	-	4,750.00	1,000.00
Rates:			-		
- Base Rate	63,840.00	63,840.00	-	47,289.22	40,000.00
- Usage	100,000.00	100,000.00	-	230,570.40	200,000.00
- Penalties			-	349.89	
Other Revenues	6,000.00	6,000.00	-	2,396.16	6,000.00
TXF from Wastewater Fund	-	-	-		
<b>Total Revenue</b>	<b>216,040.00</b>	<b>216,040.00</b>	<b>-</b>	<b>323,138.64</b>	<b>258,000.00</b>

**Expense**

Administrative and General Expense:

- Regulatory Expense	-	-	-	-	-
- Planning and Permitting	-	-	-	-	-
System Operations and Maintenance:			-		
- Routine Operations	25,000.00	25,000.00	-	7,000.00	27,500.00
- Non Routine Operations	10,000.00	10,000.00	-	4,000.00	15,000.00
- System Maintenance & Repair	20,000.00	22,210.11	2,210.11	27,866.00	25,000.00
- Laboratory Testing	-	-	-	-	-
- Supplies	50,000.00	52,368.61	2,368.61	48,000.00	-
- Water Meters					60,000.00
Operating and Maintenance	-	-	-		
<b>Total Expense</b>	<b>105,000.00</b>	<b>109,578.72</b>	<b>4,578.72</b>	<b>86,866.00</b>	<b>127,500.00</b>

**ADMINISTRATION**

**Revenues**

PEC	130,000.00	130,000.00	-	200,860.00	-
ROW Fees	6,000.00	6,000.00	-	4,401.20	-
Cable	130,000.00	130,000.00	-	149,772.47	-
TX Gas Franchise Fees	3,000.00	3,000.00	-	10,529.68	-
Interest	60,000.00	60,000.00	-	210,000.00	-
TXF from General Fund	-	-	-		-
<b>Total Revenue</b>	<b>329,000.00</b>	<b>329,000.00</b>	<b>-</b>	<b>575,563.35</b>	<b>-</b>

**Expense**

Administrative and General Expense:

- Administrative/Billing Expense	352,560.00	352,560.00	-	164,000.00	66,000.00
- Legal Fees	50,000.00	50,000.00	-	37,500.00	55,000.00
- Auditing	10,000.00	10,000.00	-	10,000.00	10,000.00
- Software	15,313.00	15,313.00	-	15,313.00	7,000.00
- IT Equipment & Support	4,340.00	4,340.00	-	5,000.00	5,000.00
Systems Operations and Maintenance:					
- Phone/Network	16,250.00	16,250.00	-	16,250.00	18,000.00
- Equipment	53,000.00	53,000.00	-	33,748.00	320,000.00
- Equipment Maintenance	10,000.00	10,000.00	-	1,500.00	11,000.00
- Fleet Acquisition	62,000.00	62,000.00	-	63,236.00	50,000.00
- Fleet Maintenance	12,000.00	12,000.00	-	12,000.00	14,000.00
- Fuel	20,000.00	20,000.00	-	20,000.00	22,000.00
- Laboratory Testing	30,000.00	30,000.00	-	34,000.00	45,000.00
- SCADA	-	-	-	-	50,000.00
Supplies					59,500.00
Other Expense					
Public Relations	-	-		1,000.00	-
Uniforms	7,470.00	7,470.00	-	5,000.00	11,000.00
Training	13,305.00	16,330.51	3,025.51	8,000.00	20,000.00
Dispatch	3,000.00	3,000.00	-	3,000.00	3,000.00
Salaries	527,345.98	527,345.98	-	527,45.98	715,000.00
Overtime	-	-		-	48,000.00

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	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Taxes	42,609.97	42,609.97	-	42,609.97	53,153.97
Benefits	59,572.49	59,572.49	-	59,572.49	70,133.37
Retirement	30,894.73	30,894.73	-	30,894.73	41,215.65
On Call	10,400.00	10,400.00	-	10,400.00	26,000.00
<b>Total Expense</b>	<b>1,330,061.17</b>	<b>1,333,086.68</b>	<b>3,025.51</b>	<b>573,024.19</b>	<b>1,721,279.38</b>

**CONSOLIDATED UTILITY FUND**

<b>Revenue</b>					
Balance Forward	6,393,898.25	7,196,505.62	802,607.37	7,196,505.52	8,730,497.32
Development/Capital	-	-	-	-	2,217,091.43
TWDB Project	-	-	-	-	21,005,000.00
Wastewater	18,494,853.26	18,562,641.55	67,788.29	3,705,550.29	1,686,883.25
Water	216,040.00	216,040.00	-	323,138.64	258,000.00
Operations	329,000.00	329,000.00	-	575,563.35	-
<b>Total</b>	<b>25,433,791.50</b>	<b>26,304,187.17</b>	<b>870,395.66</b>	<b>11,800,757.80</b>	<b>33,897,472.00</b>
<b>Expense</b>					
Development/Capital	-	-	-	-	3,347,500.00
TWDB Project	-	-	-	-	21,005,000.00
Wastewater	22,954,485.57	23,767,220.33	812,734.76	2,410,370.29	1,466,755.02
Water	105,000.00	109,578.72	4,578.72	86,866.00	127,500.00
Operations	1,330,061.17	1,333,086.68	3,025.51	573,024.19	1,721,279.38
<b>Total Expense</b>	<b>24,389,546.74</b>	<b>25,209,885.73</b>	<b>820,338.99</b>	<b>3,070,260.48</b>	<b>27,668,034.40</b>
<b>Balance Forward</b>	<b>1,044,244.76</b>	<b>1,094,301.43</b>	<b>50,056.67</b>	<b>8,730,497.32</b>	<b>6,229,437.60</b>

**TWDB FUND**

<b>Balance Forward</b>	<b>208.34</b>	<b>208.34</b>	<b>-</b>	<b>886.24</b>	<b>906.24</b>
Revenues	14,715,000.00	14,715,000.00	-	-	21,005,000.00
Interest	-	-	-	20.00	20.00
<b>Total revenue</b>	<b>14,715,208.34</b>	<b>14,715,208.34</b>	<b>-</b>	<b>906.24</b>	<b>21,005,926.24</b>
<b>Expenses</b>					
Escrow Fees	-	-	-	-	-
Expenses	14,715,000.00	14,715,000.00	-	-	21,005,000.00
<b>Total Expenses</b>	<b>14,715,000.00</b>	<b>14,715,000.00</b>	<b>-</b>	<b>-</b>	<b>21,005,000.00</b>
<b>Balance Forward</b>	<b>208.34</b>	<b>208.34</b>	<b>-</b>	<b>906.24</b>	<b>926.24</b>

**IMPACT FUND**

<b>Bal Forward</b>	<b>2,391,506.74</b>	<b>2,391,506.74</b>	<b>-</b>	<b>3,415,797.87</b>	<b>852,770.61</b>
<b>Revenue</b>					
Impact Fees	1,080,150.00	1,080,150.00	-	270,715.00	-
Impact Fee Deposits	-	-	-	-	-
Interest Income	45,000.00	45,000.00	-	90,000.00	45,000.00
<b>Total</b>	<b>3,516,656.74</b>	<b>3,516,656.74</b>	<b>-</b>	<b>3,776,512.87</b>	<b>897,770.61</b>
<b>Expense</b>					
TXF to Debt Service 2015	684,900.76	684,900.76	-	684,900.76	670,405.60
TXF to Debt Service 2019	1,043,553.00	1,043,553.00	-	1,043,553.00	-
TXF to Debt Service 2022	1,195,288.50	1,195,288.50	-	1,195,288.50	-
<b>Total expense</b>	<b>2,923,742.26</b>	<b>2,923,742.26</b>	<b>-</b>	<b>2,923,742.26</b>	<b>670,405.60</b>
<b>Total Bal Forward</b>	<b>592,914.48</b>	<b>592,914.48</b>	<b>-</b>	<b>852,770.61</b>	<b>227,365.01</b>

**DEBT SERVICE FUND 2015**

<b>Bal Forward</b>	<b>845,626.75</b>	<b>845,626.75</b>	<b>-</b>	<b>849,232.36</b>	<b>860,634.56</b>
<b>Revenue</b>					
TXF from Impact Fund	684,900.76	684,900.76	-	684,900.76	670,405.60
Interest	8,000.00	8,000.00	-	25,000.00	20,000.00
<b>Total Revenue</b>	<b>1,538,527.51</b>	<b>1,538,527.51</b>	<b>-</b>	<b>1,559,133.12</b>	<b>1,559,435.60</b>

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
<b>Expenses</b>					
Debt Payment 2015	698,498.56	698,498.56	-	698,498.56	684,900.76
<b>Total Expense</b>	<b>698,498.56</b>	<b>698,498.56</b>	<b>-</b>	<b>698,498.56</b>	<b>684,900.76</b>
<b>Balance Forward</b>	<b>840,028.95</b>	<b>840,028.95</b>	<b>-</b>	<b>860,634.56</b>	<b>866,139.40</b>

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**DEBT SERVICE FUND 2013**

<b>Bal Forward</b>	<b>102,323.72</b>	<b>102,323.72</b>	<b>-</b>	<b>102,534.04</b>	<b>125,421.54</b>
<b>Revenue</b>					
TXF from HOT	88,487.50	88,487.50	-	88,487.50	90,375.00
Interest			-	26,000.00	20,000.00
<b>Total</b>	<b>190,811.22</b>	<b>190,811.22</b>	<b>-</b>	<b>217,021.54</b>	<b>235,796.54</b>

<b>Expense</b>					
Tax Series 2013	91,600.00	91,600.00	-	91,600.00	88,487.50
<b>Total Expenses</b>	<b>91,600.00</b>	<b>91,600.00</b>	<b>-</b>	<b>91,600.00</b>	<b>88,487.50</b>
<b>Balance Forward</b>	<b>99,211.22</b>	<b>99,211.22</b>	<b>-</b>	<b>125,421.54</b>	<b>147,309.04</b>

**DEBT SERVICE FUND 2019**

<b>Bal Forward</b>	<b>1,045,641.43</b>	<b>1,045,641.43</b>	<b>-</b>	<b>1,045,641.63</b>	<b>1,103,641.63</b>
<b>Revenue</b>					
TXF from Impact Fees	1,043,553.00	1,043,553.00	-	1,043,533.00	
Interest			-	28,000.00	20,000.00
<b>Total</b>	<b>2,089,194.43</b>	<b>2,089,194.43</b>	<b>-</b>	<b>2,117,174.63</b>	<b>1,123,641.63</b>

<b>Expense</b>					
Tax Series 2019	1,013,553.00	1,013,553.00	-	1,013,533.00	1,043,533.00
<b>Total Expenses</b>	<b>1,013,553.00</b>	<b>1,013,553.00</b>	<b>-</b>	<b>1,013,533.00</b>	<b>1,043,533.00</b>
<b>Balance Forward</b>	<b>1,075,641.43</b>	<b>1,075,641.43</b>	<b>-</b>	<b>1,103,641.63</b>	<b>80,108.63</b>

**DEBT SERVICE FUND 2022**

<b>Bal Forward</b>	<b>1,195,288.50</b>	<b>1,195,288.50</b>	<b>-</b>	<b>1,195,288.50</b>	<b>1,195,168.50</b>
<b>Revenue</b>					
TXF from Impact Fees	1,191,888.50	1,191,888.50	-	1,191,768.50	
Interest	-	-	-		
<b>Total</b>	<b>2,387,177.00</b>	<b>2,387,177.00</b>	<b>-</b>	<b>2,387,057.00</b>	<b>1,195,168.50</b>

<b>Expense</b>					
Tax Series 2022	1,195,288.50	1,195,288.50	-	1,191,888.50	1,191,768.50
<b>Total Expenses</b>	<b>1,195,288.50</b>	<b>1,195,288.50</b>	<b>-</b>	<b>1,191,888.50</b>	<b>1,191,768.50</b>
<b>Balance Forward</b>	<b>1,191,888.50</b>	<b>1,191,888.50</b>	<b>-</b>	<b>1,195,168.50</b>	<b>3,400.00</b>

**PEG FUND**

<b>Balance Forward</b>	<b>119,954.90</b>	<b>119,954.90</b>		<b>120,185.10</b>	<b>154,185.10</b>
<b>Revenues</b>					
TWC	30,000.00	30,000.00		30,000.00	30,000.00
Interest Income	2,000.00	2,000.00		4,000.00	4,000.00
<b>Total Revenues</b>	<b>151,954.90</b>	<b>151,954.90</b>		<b>154,185.10</b>	<b>188,185.10</b>

<b>Expense</b>					
TXF to Event Center	-	-		-	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>151,954.90</b>	<b>151,954.90</b>		<b>154,185.10</b>	<b>188,185.10</b>

**RESERVE FUND**

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
<b>Balance Forward</b>	<b>2,168,884.62</b>	<b>2,168,884.62</b>	-	<b>2,370,859.25</b>	<b>2,744,859.25</b>
<b>Revenue</b>					
TXF from General Fund	300,000.00	300,000.00	-	300,000.00	300,000.00
Interest	23,000.00	23,000.00	-	74,000.00	75,000.00
<b>Total</b>	<b>2,491,884.62</b>	<b>2,491,884.62</b>	-	<b>2,744,859.25</b>	<b>3,119,859.25</b>

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<b>Expense</b>					
Expense			-		
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>2,491,884.62</b>	<b>2,491,884.62</b>	-	<b>2,744,859.25</b>	<b>3,119,859.25</b>

<b>TIRZ 1</b>					
<b>Balance Forward</b>	<b>11,632.20</b>	<b>148,754.62</b>	<b>137,122.42</b>	<b>148,754.62</b>	<b>121,804.14</b>
<b>Revenues</b>					
City AV	248,835.49	181,550.94	(67,284.55)	152,791.25	219,023.80
County AV	362,307.49	304,796.06	(57,511.43)	272,609.00	346,013.11
City for GAP Escrow					
Interest Income				21,600.00	20,000.00
EPS Reimbursements					
<b>Total Revenue</b>	<b>622,775.18</b>	<b>635,101.62</b>	<b>12,326.44</b>	<b>595,754.87</b>	<b>706,841.05</b>

<b>Expense</b>					
TIRZ Expense			-		
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
Legal Fees	-	-	-	-	-
EPS			-		
MAS	21,000.00	21,000.00	-	-	-
HDR	170,625.00	269,625.00	99,000.00	269,625.00	52,500.00
TJKM - Grant Writing			-		
Buie - PR			-		
Misc. Consulting	176,750.00	176,750.00	-	100,000.00	155,000.00
Creation Cost Reimbursements			-		
TXF to GAP Escrow			-		
Stakeholder Reimbursement	80,325.73	80,325.73	-	80,325.73	-
<b>Total Expense</b>	<b>472,700.73</b>	<b>571,700.73</b>	<b>99,000.00</b>	<b>473,950.73</b>	<b>231,500.00</b>
<b>Balance Forward</b>	<b>150,074.45</b>	<b>63,400.89</b>	<b>(86,673.56)</b>	<b>121,804.14</b>	<b>475,341.05</b>

<b>TIRZ 2</b>					
<b>Balance Forward</b>	<b>1,547,461.82</b>	<b>1,232,218.70</b>	<b>(315,243.12)</b>	<b>1,232,218.70</b>	<b>1,979,387.49</b>
<b>Revenue</b>					
Interest Income	6,500.00		(6,500.00)	30,000.00	30,000.00
City AV	419,809.28	347,074.06	(72,735.22)	347,074.06	356,542.34
County AV	609,756.54	580,813.70	(28,942.84)	604,202.00	596,658.45
<b>Total Revenue</b>	<b>2,583,527.64</b>	<b>2,160,106.46</b>	<b>(423,421.18)</b>	<b>2,213,494.76</b>	<b>2,962,588.28</b>

<b>Expense</b>					
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
MAS	10,000.00	10,000.00	-	-	-
HDR	56,875.00	89,875.00	33,000.00	89,875.00	17,500.00
Misc. Consulting	150,000.00	150,000.00	-	100,000.00	95,000.00
Creation Cost Reimbursements			-		
Stakeholder Reimbursement	20,232.27	20,232.27	-	20,232.27	-
<b>Total Expense</b>	<b>261,107.27</b>	<b>294,107.27</b>	<b>33,000.00</b>	<b>234,107.27</b>	<b>136,500.00</b>
<b>Balance Forward</b>	<b>2,322,420.37</b>	<b>1,865,999.19</b>	<b>(456,421.18)</b>	<b>1,979,387.49</b>	<b>2,826,088.28</b>

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
<b>VEHICLE REPLACEMENT FUND</b>					
<b>Balance Forward</b>	<b>161,025.00</b>	<b>161,025.00</b>	-	<b>161,025.00</b>	<b>317,116.00</b>
<b>Revenue</b>					
TXF from General Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF from DSRP	32,145.00	32,145.00	-	32,145.00	31,906.08
TXF from WWU	37,936.00	37,936.00	-	37,936.00	50,545.02
<b>Total Revenue</b>	<b>317,116.00</b>	<b>317,116.00</b>	-	<b>317,116.00</b>	<b>514,650.65</b>
<b>Expense</b>					
Vehicle Replacement	-	-	-	-	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>317,116.00</b>	<b>317,116.00</b>	-	<b>317,116.00</b>	<b>514,650.65</b>

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# Planning & Zoning Commission Planning Department Staff Report

**City Council Meeting:** September 17, 2024

**Project No:** CUP2024-005

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

**Item Details**

**Project Name:** Vertical Bridge Wireless Transmission Facility (Cell Tower)

**Property Location:** 27320 Ranch Road 12

**Legal Description:** 1.034 Acres out of the Philip A Smith Survey

**Applicant:** Vince Huebinger

**Property Owner:** J Friedman Investments LLC & Bent Sky Investments LLC

**Request:** Conditional Use Permit (CUP) for a Wireless Transmission Facility (Cell Tower)

Approval with the following conditions:

1. The stealth design of the WTF shall be generally consistent with the broadleaf tree design provided by the applicant;
2. The height of the tower shall be no more than 100 feet;
3. Prior to any site construction, the applicant must receive staff approval of a site development permit.

**Staff Recommendation:**



**Overview**

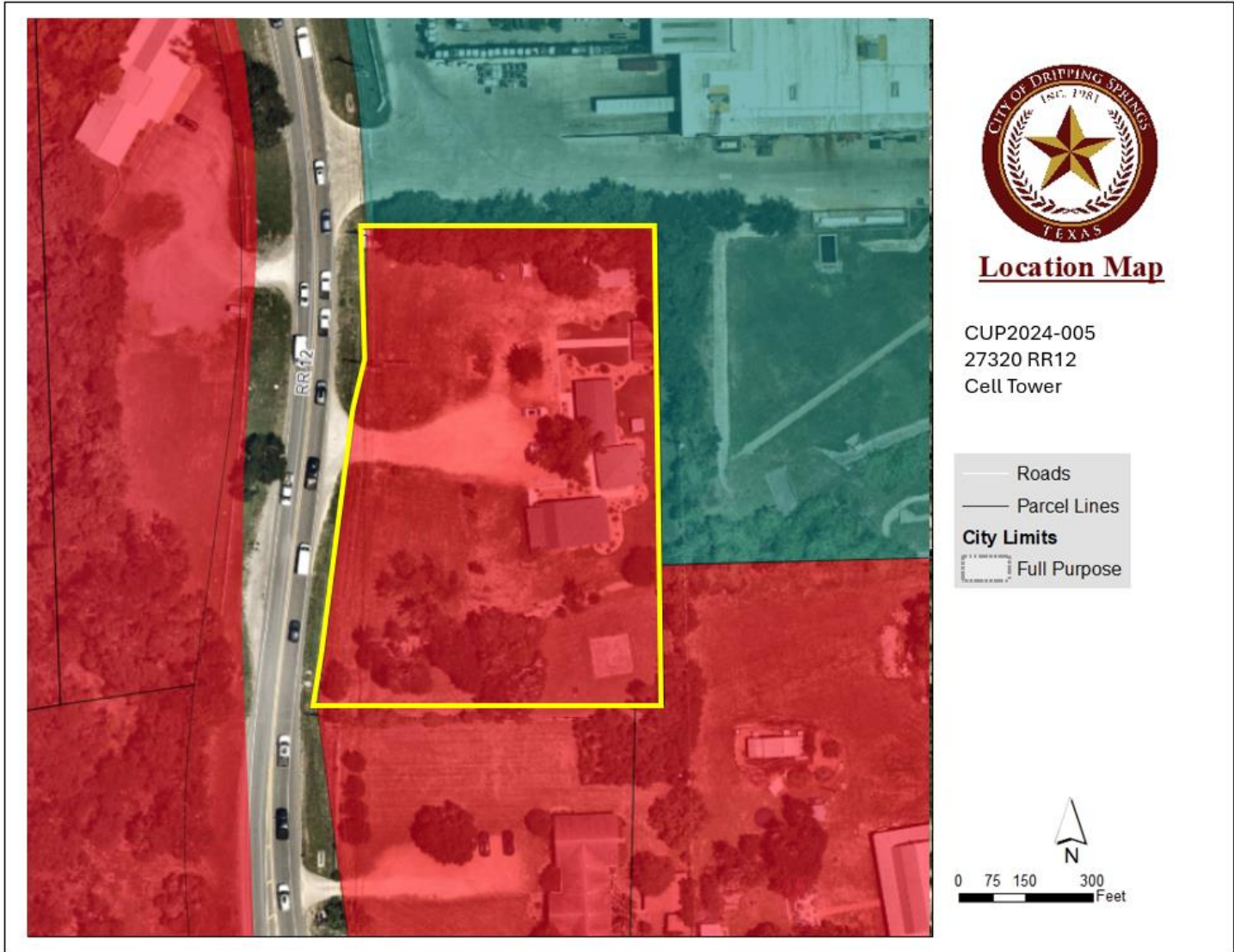
The applicant is requesting a stealth wireless transmission facility (WTF) on the property. The WTF would be used to provide service for Verizon customers and increase cellular service in the area. Since the property is zoned Commercial Services, any new WTF must be a stealth WTF.

The WTF would be approximately 205 feet from the nearest residential structure which is located to the southeast of the subject property. The stealth design includes masking the WTF as a broadleaf tree as seen below:





Surrounding Properties



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

Direction	Zoning District	Existing Use	Comprehensive Plan
North	PDD	Home Depot	Not Identified
East	Commercial Services (CS)	Home Depot / Residence	
South	Commercial Services (CS)	Office	
West	Commercial Services (CS)	Office	

**Approval Criteria for Conditional Use Permit Review (3.17.6-Zoning Ordinance)**

Approval Criteria	Staff Comments
<p>1. Setbacks. Stealth WTFs shall meet the minimum setback requirements for the zoning district where they are located for the type of structure used or simulated. To protect citizens in their homes, freestanding stealth WTFs shall be placed a minimum distance equal to the height of the freestanding stealth WTF away from any residential structure.</p>	<p>A stealth monopole can be no taller than 100 feet. The nearest residential structure is 195 feet from the proposed location of the pole.</p>
<p>2. Height. Stealth WTFs shall not exceed 100 feet in overall height, and shall be compatible with existing adjacent structures, relative to height and design.</p>	<p>The original application indicated a height of 105 feet which exceeds the allowed height for stealth WTFs. Since the Planning &amp; Zoning Commission meeting, the applicant has provided a revised plan showing a height of 100 feet.</p>
<p>3. Construction. No stealth WTF shall be guyed or have lattice type construction.</p>	<p>The WTF is a monopole design and would not use guy wires or lattice type construction.</p>
<p>4. Accessory use. A stealth WTF shall be an accessory use as defined in this article.</p>	<p>The WTF would be an accessory use to the existing office buildings on the property.</p>
<p>5. Structural integrity. The stealth WTF shall be designed to meet all current building code requirements.</p>	<p>The building department will review the plans to ensure the WTF meets building code requirements.</p>
<p>6. Visibility and aesthetics. The antenna and associated equipment of a stealth WTF shall be screened, disguised, concealed or otherwise camouflaged as part of a structure such that the antenna and associated equipment of the WTF are indistinguishable from the structure that it is attached to or within. If the city administrator determines that the associated equipment cannot be feasibly or adequately camouflaged due to the unique circumstances of the proposed location, it shall be placed underground; or it may be screened from view from the public right-of-way and adjacent properties by a fence with a minimum height of one foot greater than the height of the equipment shelter. Examples of stealth facilities include, but are not limited to, flagpoles, clock towers, steeples, cupolas and trees. Any equipment associated with the stealth WTF that produces noise shall be sited and/or insulated in such a fashion as to minimize the audio impact on adjacent property.</p>	<p>The applicant is showing a broadleaf tree stealth monopole design which camouflages the pole itself.</p>

## Planning & Zoning Commission Recommendation

At their regular meeting on August 27, 2024 the Planning & Zoning Commission voted to recommend approval of this request with staff recommended conditions.

## Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 1,000-foot radius of the site were notified of the Conditional Use Permit request. At the time of this report, staff has not received any public comments for this request.

## Meetings Schedule

August 27, 2024 – Planning and Zoning Commission  
 September 17, 2024 - City Council Meeting

## Attachments

Attachment 1 - Conditional Use Permit Application  
 Attachment 2 – Applicant submittal materials

Recommended Action:	Recommend approval of the request with the following conditions: <ol style="list-style-type: none"> <li>1. The stealth design of the WTF shall be generally consistent with the broadleaf tree design provided by the applicant;</li> <li>2. The height of the tower shall be no more than 100 feet;</li> <li>3. Prior to any site construction, the applicant must receive staff approval of a site development permit.</li> </ol>
Alternatives/Options:	Recommend denial of the Conditional Use Permit; recommend approval of the Conditional Use Permit with no or alternate conditions.
Budget/Financial Impact:	N/A
Public Comments:	Staff has not received any public comments at this time.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support the expansion of business and professional services Support Tourism related businesses



City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

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## CONDITIONAL USE PERMIT APPLICATION

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

NEW APPLICATION     EXTENSION OF A PREVIOUSLY APPROVED CUP

### CONTACT INFORMATION

PROPERTY OWNER NAME J Friedman Investments LLC & Bent Sky Invesments LLC

Tower Owner: Vertical Bridge

STREET ADDRESS 27320 Ranch Road 12

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE 512 924-5323 EMAIL Josh@friedmanrealtors.com

APPLICANT NAME Vince Huebinger

COMPANY Vincent Gerard & Associates

STREET ADDRESS 5524 Bee Cave Road #K4

CITY Austin STATE TX ZIP CODE 78746

PHONE 512-328-2693 EMAIL vinceh@vincentgerard.com, hunterb@vincentgerard.com

<b>PROPERTY INFORMATION</b>	
PROPERTY OWNER NAME	J Friedman Investments LLC & Bent Sky Invesments LLC
PROPERTY ADDRESS	27320 Ranch Road 12, Dripping Springs, TX 78620
CURRENT LEGAL DESCRIPTION	A0415 PHILIP A SMITH SURVEY, ACRES 1.034
TAX ID#	R17976
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	CS- COMMERCIAL SERVICES
PROPOSED USE	<b>Wireless telecom facility</b>
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	See site summary letter and RF maps

### COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \*

*(See attached agreement).*

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

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

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

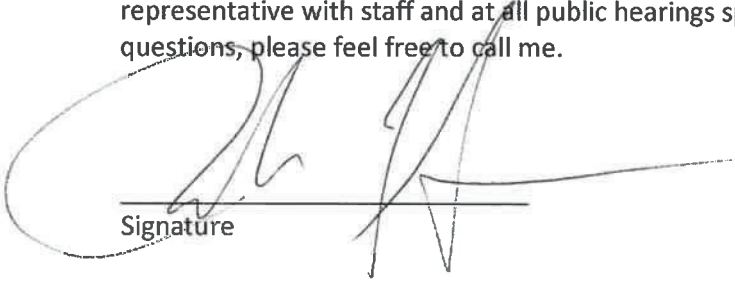
Mr. Tory Carpenter, Director  
Planning & Development Services  
City of Dripping Springs Tx

DATE


RE: Landowner Authorization letter, 27320 RR 12 Dripping Springs Texas 78620.

Mr. Carpenter.


As record owner (s) of the tract described in the above address & legal description, we hereby authorize Vertical Bridge and their agent, Vincent Gerard & Associates, to file all pre application meetings appropriate zoning applications, variances, Site Plans and building permits associated with the proposed new wireless communications facility at the address listed above. If required, they are to act as our representative with staff and at all public hearings specifically regarding this telecom site. If you have any questions, please feel free to call me.

  
Signature

FURTHER, Affiant sayeth not.

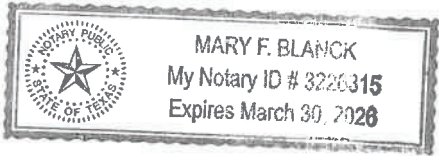
  
Josh Friedman  
512 924 5323  
Print Name: & Contact information

SWORN TO AND SUBSCRIBED BEFORE ME this 10 day of June,  
2021, by JOSH FRIEDMAN

  
Notary Public, in and for the State of Texas

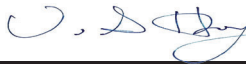
My commission expires:

03/30/2026



**CONDITIONAL USE PERMIT SUBMITTAL**

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

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

7/26/2024  
 \_\_\_\_\_  
 Date

**CHECKLIST**

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents  <b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application Fee (refer to Fee Schedule) included - \$500
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form Included - VGA
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description Survey and lease exhibit included
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plans Yes
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps/Site Plan/Plat Included - VGA
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Architectural Elevation (if applicable) Included on Site Plan
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (attach extra sheets if necessary) See summary document
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign (refer to Fee Schedule) deferred by Kathy G
	attached	Proof of Ownership-Tax Certificate or Deed Included

Project Number: \_\_\_\_\_ - \_\_\_\_\_  
Only filled out by staff



**DRIPPING SPRINGS**  
Texas

**BILLING CONTACT FORM**

Project Name: Vertical Bridge - Dripping Springs

Project Address: 27320 Ranch Road 12, Dripping Springs, TX 78620

Project Applicant Name: Vincent Gerard & Associates

**Billing Contact Information**

Name: Vincent Gerard & Associates Inc. for Vertical Bridge

Mailing Address: 5524 Bee Caves Road suite K-4 Austin Texas 78746

Email: vinceh@vincentgerard.com Hunterb@vincentgerard.com Phone Number: 512 328-2693 (office)

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

- |  |   |
|--|---|
| <input type="checkbox"/> Alternative Standard              | <input type="checkbox"/> Special Exception                                      |
| <input type="checkbox"/> Certificate of Appropriateness    | <input type="checkbox"/> Street Closure Permit                                  |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision  |
| <input type="checkbox"/> Development Agreement             | <input type="checkbox"/> Waiver   |
| <input type="checkbox"/> Exterior Design                   | <input type="checkbox"/> Wastewater Service                                     |
| <input type="checkbox"/> Landscape Plan                    | <input type="checkbox"/> Variance   |
| <input type="checkbox"/> Lighting Plan                     | <input type="checkbox"/> Zoning   |
| <input type="checkbox"/> Site Development Permit           | <input checked="" type="checkbox"/> Other <u>Wireless Transmission Facility</u> |

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

  
Signature of Applicant

7/26/2024  
Date





## VINCENT GERARD & ASSOCIATES, INC.

### Summary for Vertical Bridge Towers Proposed Stealth Mono-tree

**Vertical Bridge Site; US TX 6343 Site Dripping Springs, address 27320 RM 12, Dripping Springs Texas 78620**  
League City staff : Troy Carpenter, Kathy Griego – [Tcarpenter@cityofdrippingsprings.com](mailto:Tcarpenter@cityofdrippingsprings.com)

Mr. Carpenter.

Vertical Bridge has been contracted out to build a site primarily for Verizon Wireless at the address above. This site is a badly needed coverage site for Downtown Dripping Springs. A neighborhood meeting is not necessary since most of the surrounding properties within 200-300' are commercial landowners.

Earlier this year, Wireless Tower Company Vertical Bridge approached Mr. Josh Friedman to locate a proposed 105' stealth mono-tree (broadleaf type) and 110' to lightning rod on top of the stealth tree pole. This site is primarily for Verizon Wireless on the property but will be built to collocate other carriers on the structure and on the ground. This is a study ring for Verizon Wireless in this immediate area to improve their wireless coverage in Dripping Springs. After many months of conversations with Vertical Bridge, Mr. Friedman agreed to lease a small portion of their commercial zoned tract on RM 12 south of Home Depot in Dripping Springs full purpose city limits. It is important to reemphasize that the site will be offered for collocations to all other carriers and that the structure will accommodate up to 3 carriers in total, both on the monopole and on the ground in the lease. We believe the location is a very appropriate spot for this facility. We comply with all setbacks and breakpoints for a 105' stealth mono-tree listed in 3.12 & Article 24.05. A fall zone letter has been provided with zero fall zone distances, signed and stamped by a licensed engineer. The structure is designed with weak points (Breakpoints) and if catastrophic event occurs, such as ice and windstorm, it will fall within the lease area.

We would like to offer the "Stealth" option but note that a standard monopole can be discussed as the least obtrusive option for the community coverages with the final decision makers.

Attached in the submittal are the following.

- 1) Pre-development meeting with DS staff (above) occurred on July 16<sup>th</sup>. There were no minutes received from this meeting.
- 2) SUP Site plan – based on the conversations and predevelopment meeting this site will need an SUP by ordinance with a legal description provided for the specific use area.
- 3) A setback of 809' feet from a residential lot is beyond the required setbacks established in Article 24.05.
- 4) The fall zone is 0-40' as per "Breakpoint requirements" from property lines in Article 24.05. A fall zone letter is attached.
- 5) RF engineering maps of current sites and proposed coverages are being provided.
- 6) The LOA is attached within the application from Josh Friedman. If you need a redacted lease which authorizes Vertical Bridge to file for Mr. Friedman, we can provide that in an update.
- 7) Title, Survey, lease legal description, application and checklist, and a predevelopment meeting summary is included.

If there are any further questions, please feel free to contact us.

Sincerely

Vincent G. Huebinger

XC: Jody Kriloff – Vertical Bridge  
Josh Friedman - Landowner

# CONDITIONAL USE PERMIT

## PROJECT INFORMATION:

**OWNER**  
VERTICAL BRIDGE  
750 PARK OF COMMERCE DRIVE,  
BOCA RATON, FL 33487

**PROJECT TYPE**  
NEW 100' BROADLEAF MONOPOLE  
UNMANNED TELECOMMUNICATION  
FACILITY, CONSISTING OF FUTURE  
EQUIPMENT PLATFORMS, SHELTERS,  
DIRECTIONAL AND GPS ANTENNAS

**APPLICANT**  
VINCENT GERARD & ASSOCIATES  
1715 CAPITAL OF TEXAS HWY SOUTH  
CONTACT: VINCE HUEBINGER  
PHONE: 512.326.2693

**UTILITIES**  
ELECTRIC PROVIDER

**ONE-CALL TEXAS**  
CONTRACTOR TO CALL BEFORE DIGGING  
PHONE: 811 OR 1.800.545.6000

**ZONING**  
CS - COMMERCIAL SERVICES

**LANDOWNER**  
J FRIEDMAN INVESTMENTS LLC  
& BENT SKY INVESTMENTS LLC  
PO BOX 91293,  
AUSTIN, TX 78709

**PERMITTING**  
COUNTY: HAYS COUNTY  
JURISDICTION: CITY OF DRIPPING SPRINGS  
ZONING: CS - COMMERCIAL SERVICES  
BUILDING CODE: 2018 IBC  
WATERSHED:  
ALLOWABLE IMPERVIOUS COVER (70%)  
USE: COMMERCIAL PROPERTIES

**SITE LOCATION**  
LAT: 30° 11' 15.1" N (NAD 83)  
LONG: 98° 05' 13.3" E (NAD 83)

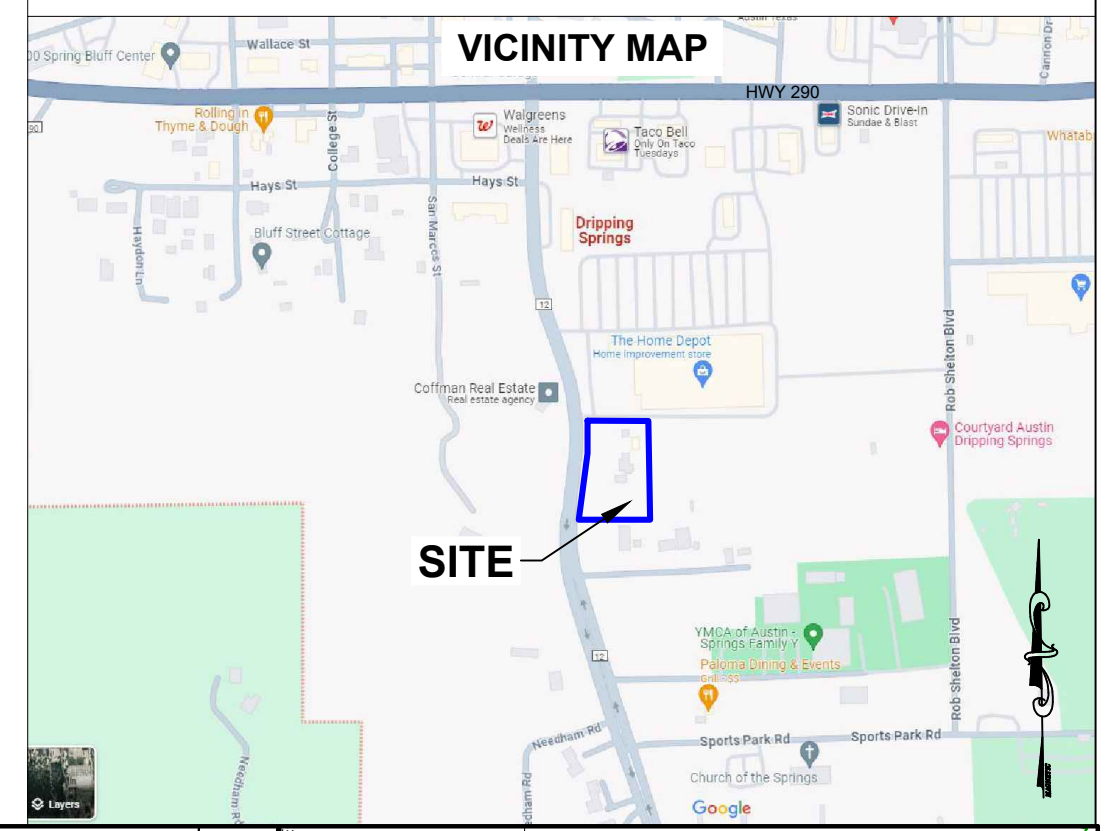
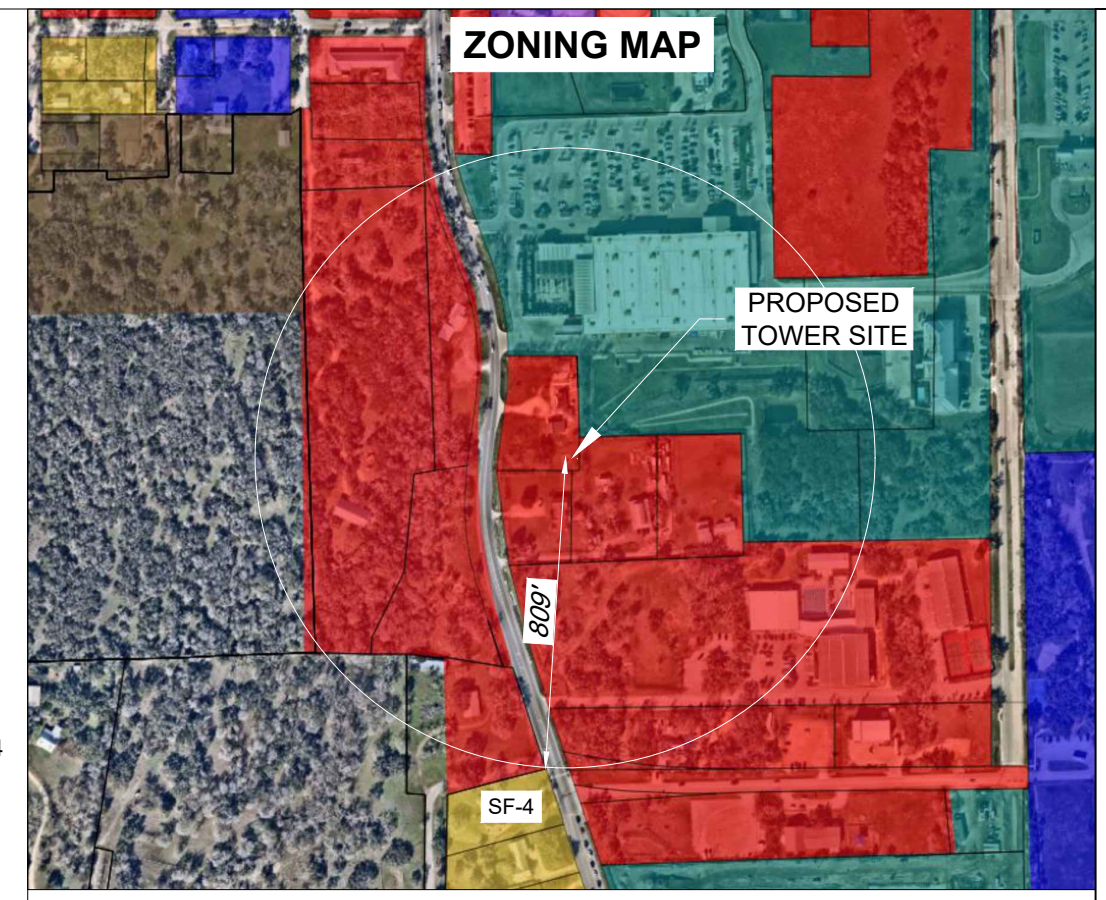
**LEGAL DESCRIPTION**  
A0415 PHILIP A SMITH SURVEY, ACRES 1.304

**ADDRESS**  
27320 RANCH ROAD 12, DRIPPING SPRINGS,  
TX 78620

**CODE OF COMPLIANCE NOTES:**  
3.12.2 PERMITTED USES: THOSE USES LISTED FOR THE CS,  
COMMERCIAL SERVICES DISTRICT OR ANY LESS INTENSE COMMERCIAL  
DISTRICT IN APPENDIX E (USE CHARTS) AS "P" OR "C" ARE AUTHORIZED  
USES PERMITTED BY RIGHT OR CONDITIONALLY PERMITTED USES,  
RESPECTIVELY. WIRELESS USE IS ALLOWED BY CUP.

**NOTE:**  
SITE WILL COMPLY WITH ALL FCC CRITERIA AND REGULATIONS.

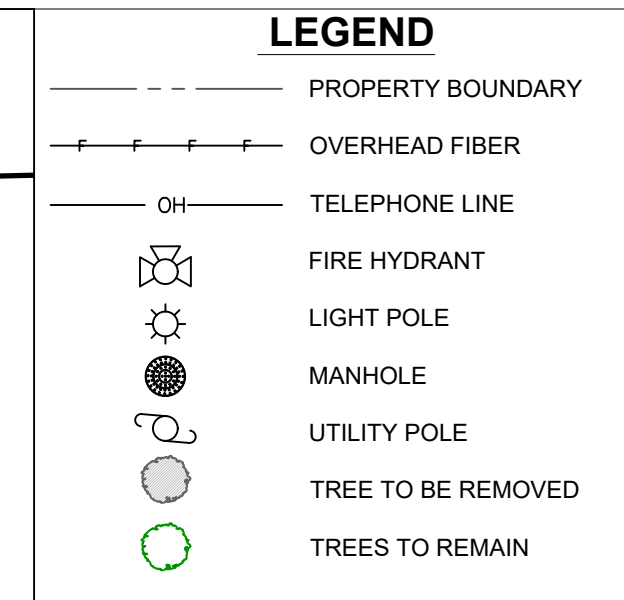
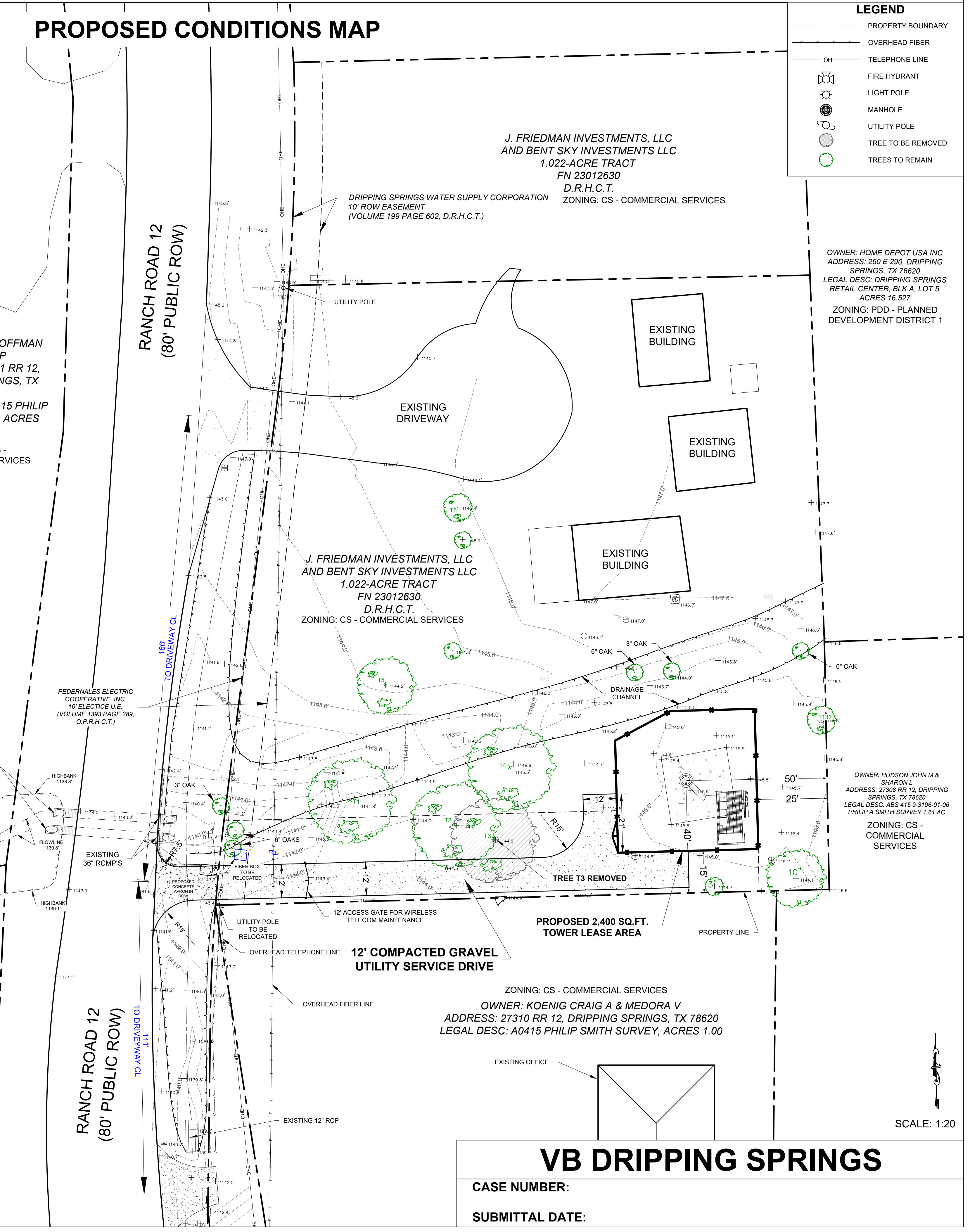
**SHEET INDEX**  
SHEET 1 - PROPOSED CONDITIONS  
SHEET 2 - CONDITIONAL USE PERMIT, ELEVATION AND DETAILED SITE  
PLAN  
SHEET 3 - AERIAL SITE PLAN WITH DISTANCES



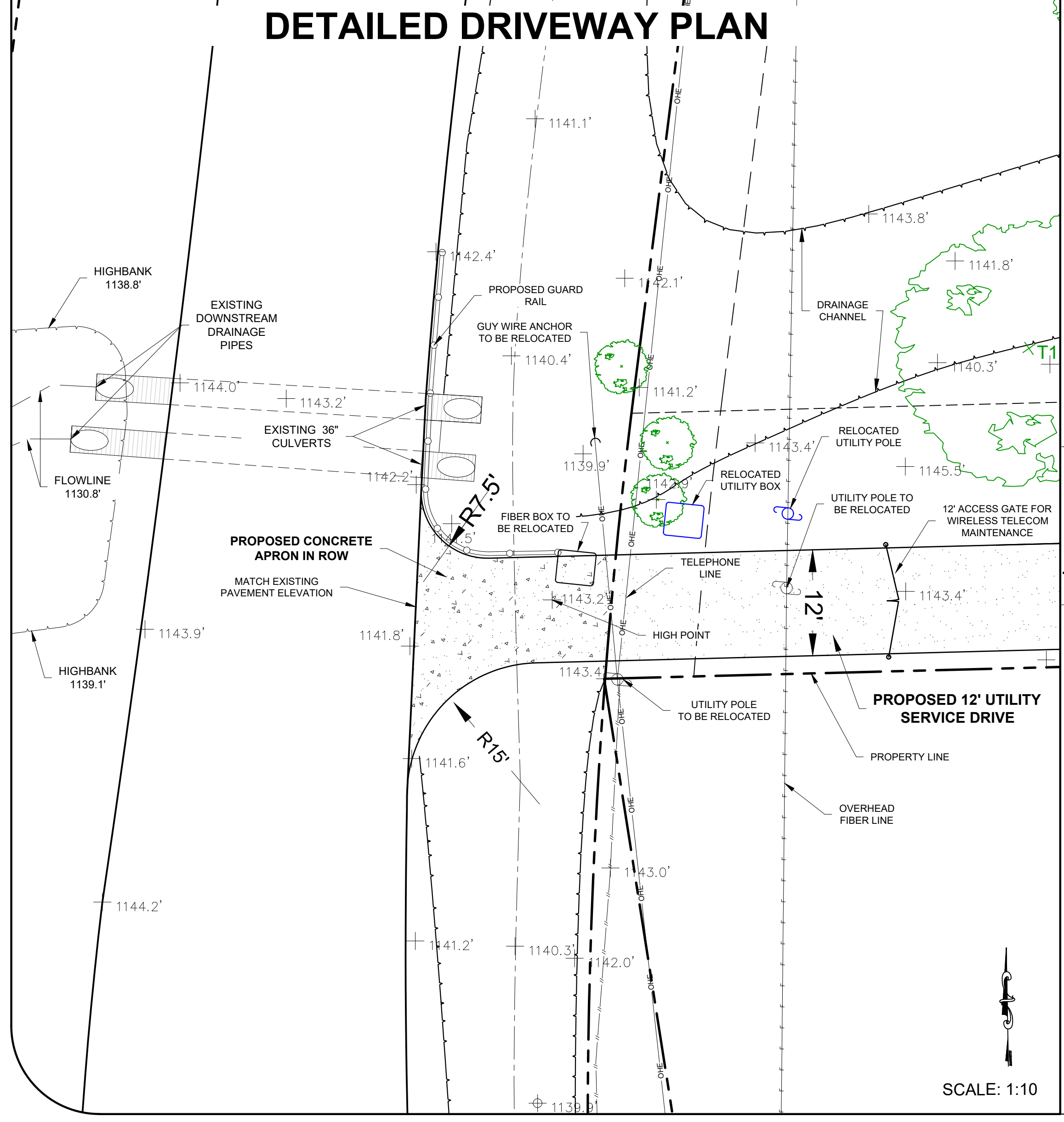
## PROPOSED CONDITIONS MAP

EXISTING PARKING LOT

OWNER: J & M COFFMAN  
FAMILY LP  
ADDRESS: 27401 RR 12,  
DRIPPING SPRINGS, TX  
78620  
LEGAL DESC: A0415 PHILIP  
SMITH SURVEY, ACRES  
1.515  
ZONING: CS -  
COMMERCIAL SERVICES



## DETAILED DRIVEWAY PLAN



**verticalbridge**

VINCENT GERARD & ASSOCIATES  
LAND PLANNING & ZONING CONSULTANTS  
5524 BEE CAVE ROAD, #4  
AUSTIN, TEXAS 78746  
(512)326-2693 • vgerard@vincentgerard.com

TOWER OWNER	VERTICAL BRIDGE 750 PARK OF COMMERCE DR BOCA RATON, FL 33487
PROPERTY OWNER	J FRIEDMAN INVESTMENTS LLC & BENT SKY INVESTMENTS LLC PO BOX 91293, AUSTIN, TX 78709
SITE INFORMATION	27320 RANCH ROAD 12, DRIPPING SPRINGS, TX 78620
APPROVAL	

**1**

**VB DRIPPING SPRINGS**

CASE NUMBER:

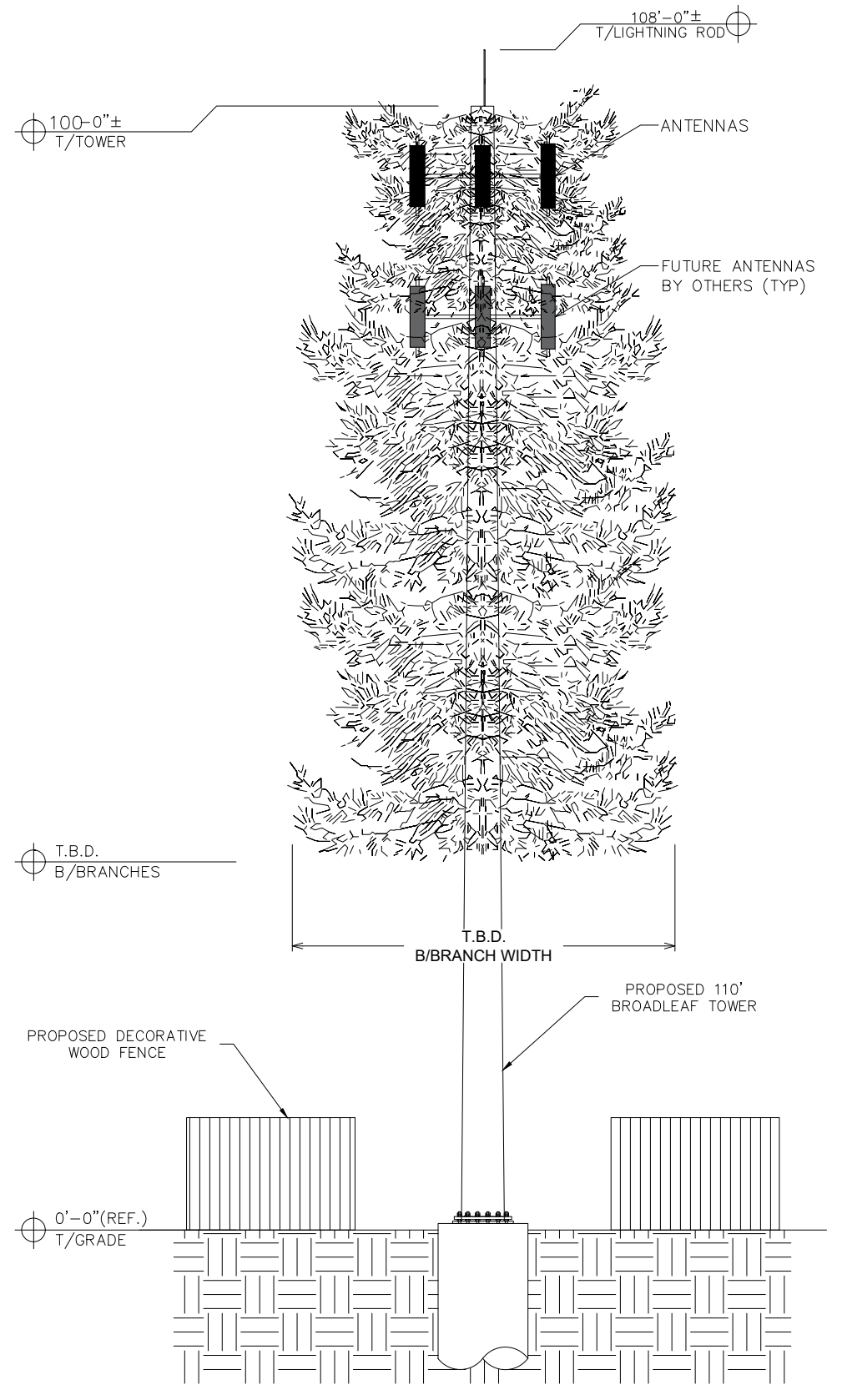
SUBMITTAL DATE:

# CONDITIONAL USE PERMIT

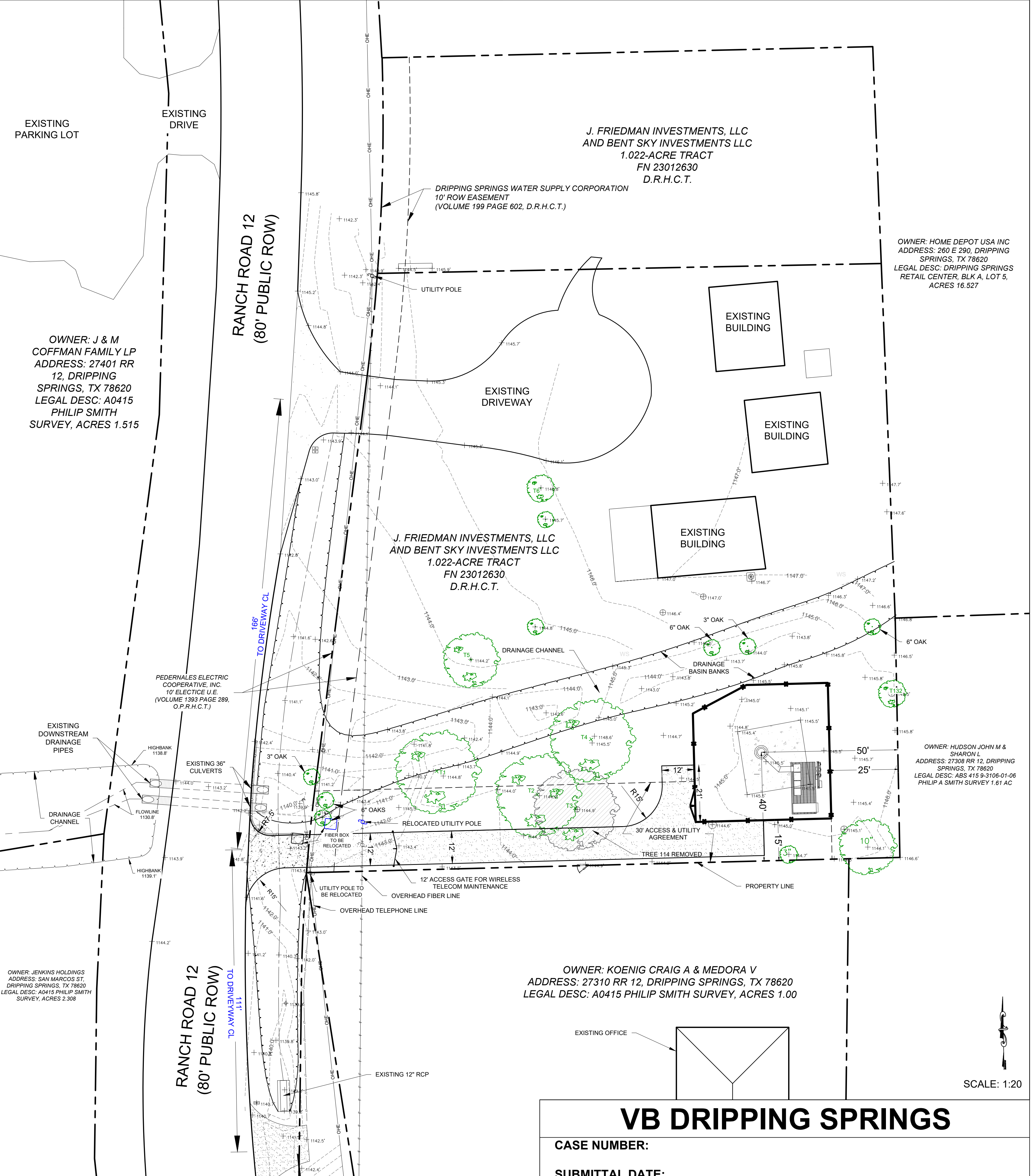
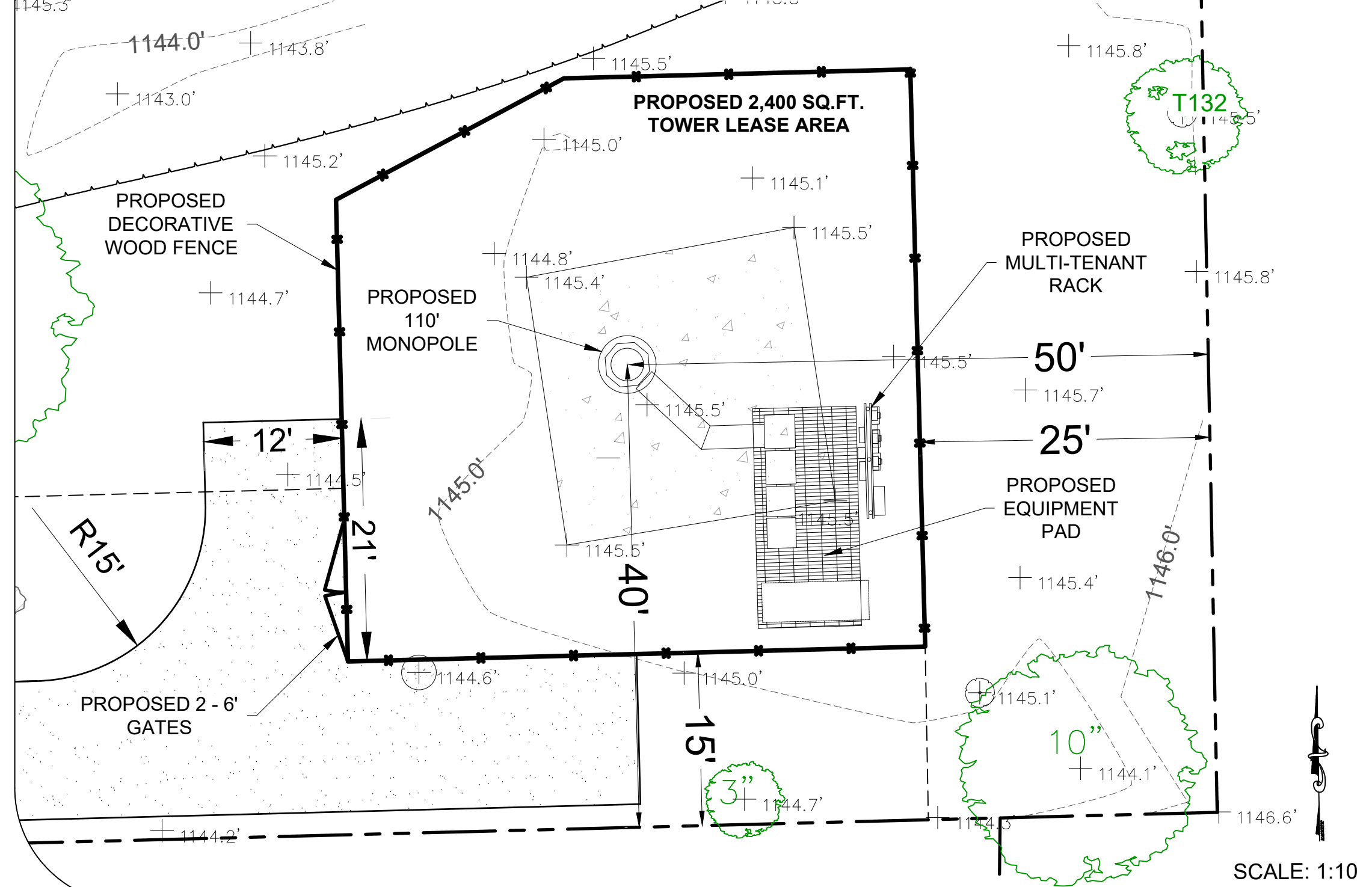
### LEGEND

- PROPERTY BOUNDARY
- OVERHEAD FIBER
- TELEPHONE LINE
- OH TELEPHONE LINE
- FIRE HYDRANT
- LIGHT POLE
- MANHOLE
- UTILITY POLE
- DRAINAGE FLOW ARROWS

### BROADLEAF MONOPOLE



### DETAILED EQUIPMENT LAYOUT



**VINCENT GERARD & ASSOCIATES**  
 LAND PLANNING & ZONING CONSULTANTS  
 5524 BEE CAVE ROAD, #44  
 DRIPPING SPRINGS, TX 78620  
 (512)328-2833 • vgerard@vincentgerard.com

PROPERTY OWNER	J. FRIEDMAN INVESTMENTS LLC & SHARON L. BENT SKY INVESTMENTS LLC PO BOX 91293, AUSTIN, TX 78709
PROPERTY OWNER	J. FRIEDMAN INVESTMENTS LLC & SHARON L. BENT SKY INVESTMENTS LLC ADDRESS: 27308 RR 12, DRIPPING SPRINGS, TX 78620 LEGAL DESC: ABS 415 9-3106-01-06 PHILIP A SMITH SURVEY 1.61 AC
TOWER OWNER	VERTICAL BRIDGE 750 PARK OF COMMERCE DR BOCA RATON, FL 33487
SITE INFORMATION	27320 RANCH ROAD 12, DRIPPING SPRINGS, TX 78620

OWNER: KOENIG CRAIG A & MEDORA V  
 ADDRESS: 27310 RR 12, DRIPPING SPRINGS, TX 78620  
 LEGAL DESC: A0415 PHILIP SMITH SURVEY, ACRES 1.00

OWNER: JENKINS HOLDINGS  
 ADDRESS: SAN MARCOS ST,  
 DRIPPING SPRINGS, TX 78620  
 LEGAL DESC: A0415 PHILIP SMITH SURVEY, ACRES 2.308

OWNER: J & M  
 COFFMAN FAMILY LP  
 ADDRESS: 27401 RR  
 12, DRIPPING  
 SPRINGS, TX 78620  
 LEGAL DESC: A0415  
 PHILIP SMITH  
 SURVEY, ACRES 1.515

OWNER: HOME DEPOT USA INC  
 ADDRESS: 260 E 290, DRIPPING SPRINGS, TX 78620  
 LEGAL DESC: DRIPPING SPRINGS RETAIL CENTER, BLK A, LOT 5, ACRES 16.527

## VB DRIPPING SPRINGS

CASE NUMBER:  
 SUBMITTAL DATE:

# AERIAL DISTANCE SITE PLAN



Item 14.  
**verticalbridge**  
 750 PARK OF COMMERCE DRIVE  
 BOCA RATON, FL 33487

**VINCENT GERARD & ASSOCIATES**  
 LAND PLANNING & ENGINEERING CONSULTANTS  
 3024 BEECAVE ROAD, SUITE 100  
 BOCA RATON, FL 33487  
 (561) 993-2929 • www.vgandassociates.com

**SITE INFORMATION**  
 27320 RANCH RD 12,  
 DRIPPING SPRINGS, TX  
 78620

**PROPERTY OWNER**  
 J FRIEDMAN  
 INVESTMENTS LLC &  
 BENT SKY INVESTMENTS  
 LLC  
 PO BOX 91293 AUSTIN, TX  
 78709-1293

**VERTICAL BRIDGE**  
 THE TOWERS, LLC  
 750 PARK OF COMMERCE DR  
 SUITE 200  
 BOCA RATON, FL 33487

# Verizon Wireless Communication Facility

## Engineering Necessity Case – DRIPPING\_SPRINGS\_DT

July 2024



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## Project Need Overview

The primary objective for this project is to improve service quality in the area near the intersection of US290 and TX12. Dripping Springs has seen record growth and the wireless usage in this area is high. This new site will provide increased coverage and capacity which will allow for greater throughput and reliability in the area.

Our engineering data shows that this area is trending toward data capacity limits or are already experiencing some degradation. The existing site, DRIPPING\_SPRINGS, needs to have some of the area it covers moved onto another site to allow it to keep performing well. This new site, DRIPPING\_SPRINGS\_DT, does an good job of moving traffic onto a more localized site, better able to serve this area.

Additional details and explanations follow in this presentation.



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## Introduction:

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility (WCF). Most WCF provide a mixture of both capacity and coverage for the benefit of the end user.

**Coverage** describes the existence or lack of wireless service in an area. The request for improved service often comes from our customers or emergency services personnel that have no service or poor service. Coverage used to refer to the ability to make or place a call in vehicles, however, as usage patterns have shifted, coverage is now determined based on whether or not sufficient WCF exist to provide a reliable signal inside of buildings and residential areas, as well. Historically, when wireless was still in its infancy, coverage was the primary means to measure the effectiveness of the network in a given area.

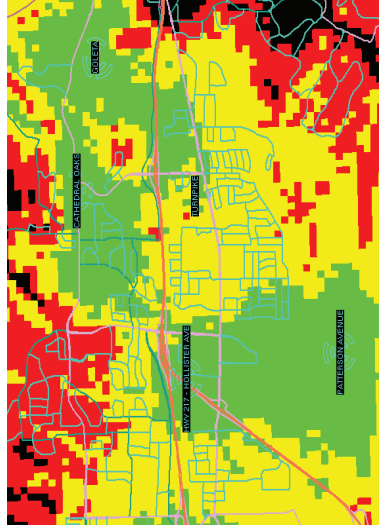
**Capacity** is the metric used to determine if sufficient wireless resources exist and is now the primary means to measure how a community's wireless needs are being addressed. "Five bars" no longer means guaranteed coverage and capacity because each WCF has a limited amount of resources to handle voice calls, data connections and data volume. When these limits are reached and the WCF becomes overloaded (meaning there is more demand than signal to service it), the user experience quickly degrades preventing customers from making/receiving calls or getting applications to run. A WCF short on capacity could also make internet connections time out or delay information to emergency response personnel



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## Explanation of Wireless Coverage



Coverage is best shown via coverage maps. RF engineers use tools that take into account terrain, vegetation, building types, and WCF specifics to model the existing coverage and prediction what we expect to see with the addition of a proposed WCF.



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## Explanation of Wireless Capacity



Capacity is the amount of resources that a WCF has to service customer demand. Verizon utilizes sophisticated programs and customer feedback to monitor current usage trends and to forecast future needs. Because it takes an average of 2-3 years to complete a WCF, we have to start the process of adding a new WCF several years in advance of when the WCF will be needed.

Location, Location, Location. A good capacity WCF needs to be in the center of a user population which insures that traffic is evenly distributed around the WCF. A typical WCF is configured into three sectors (like a pie cut into three pieces), with each slice (sector) having 33% of the WCF resources. If one sector is under-utilized, it's resources can not necessarily be diverted to another sector. Therefore, optimal performance is only obtained when all three sectors have an even traffic distribution.



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## Wireless Data Growth

Each year Verizon sees large increases in how much data its customers need. As the resolution of the pictures we send increases, the quality of the video we watch improves and the complexity of the applications grow, we commonly see tremendous growth year-over-year

Machine to Machine communications will also increase the data burden on wireless networks, as over the next five (5) years more and more services that improve our safety and make our lives easier will be available over the wireless infrastructure , such as:

- Cars that notify 911 when an airbag deploys.
- “Driverless” cars needing traffic data and maps to reach your destination as quickly as possible.
- Medical monitors that will alert us should a loved one neglect taking their prescription drugs.
- Home alarms that notify you when your child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches will aid in finding lost Alzheimer patients.

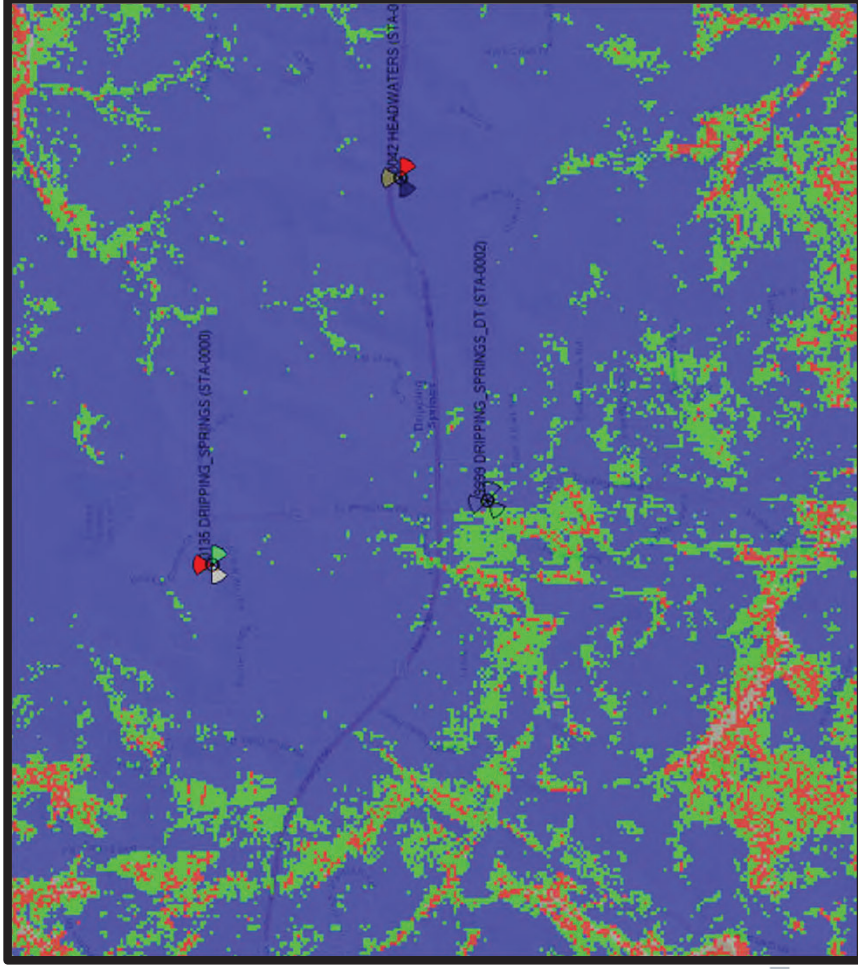


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# Current Coverage

Current coverage near the proposed DRIPPING\_SPRINGS\_DT site

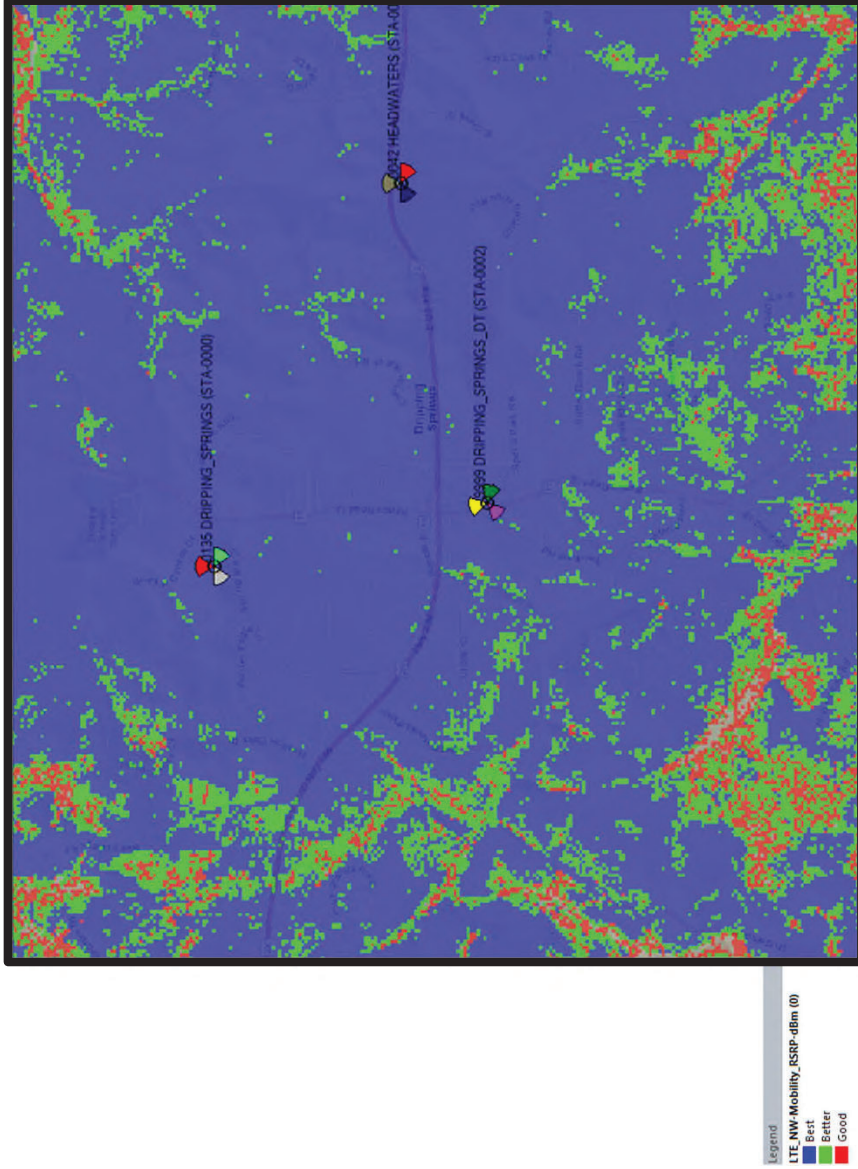
Note the existing coverage is adequate, but the ability to serve our customers from the existing sites is decreasing due to increasing data traffic demands. The nearby sites are nearing or at Verizon's capacity trending limit and customer experience will be degraded. Later slides will detail this trend.



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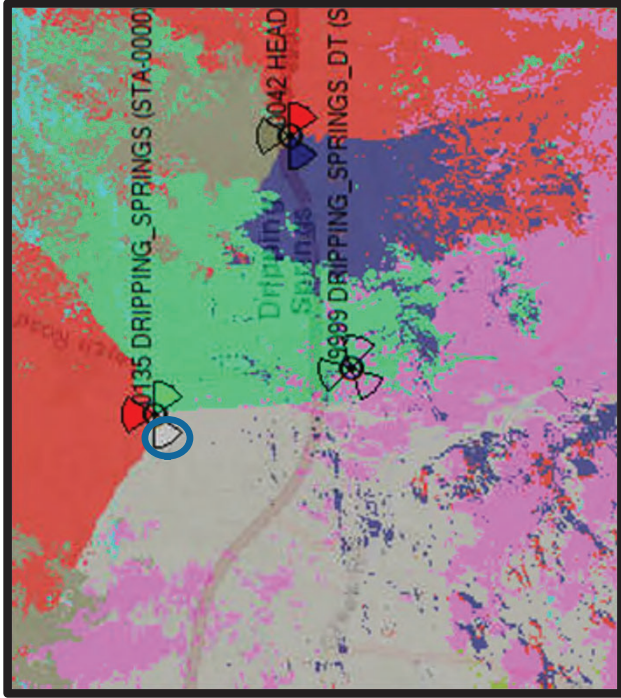
# Proposed Coverage

This site is proposed primarily to offload capacity from the DRIPPING\_SPRINGS site to improve the throughput and customer experience in the middle of Dripping Springs near the intersection of TX12 and US290 including business and residential areas.

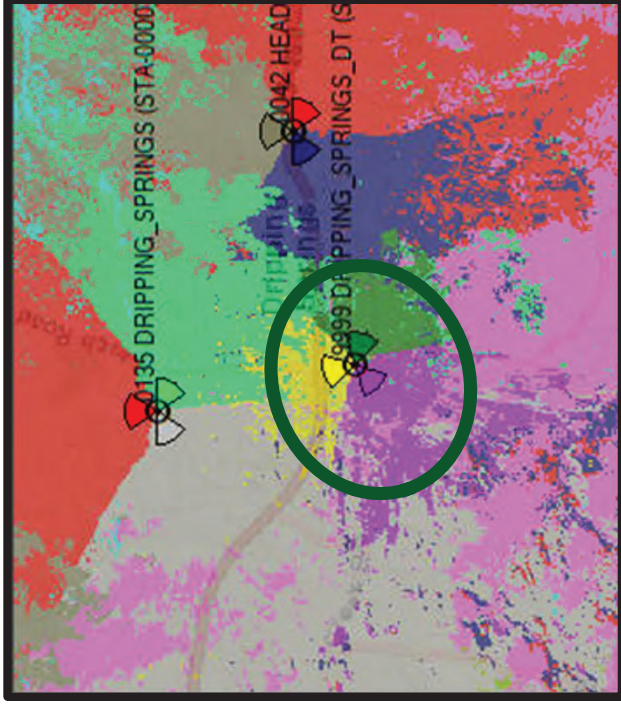


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# Serving Sector Maps



**Best Server without DRIPPING\_SPRINGS\_DT**



**Best Server with DRIPPING\_SPRINGS\_DT Site**

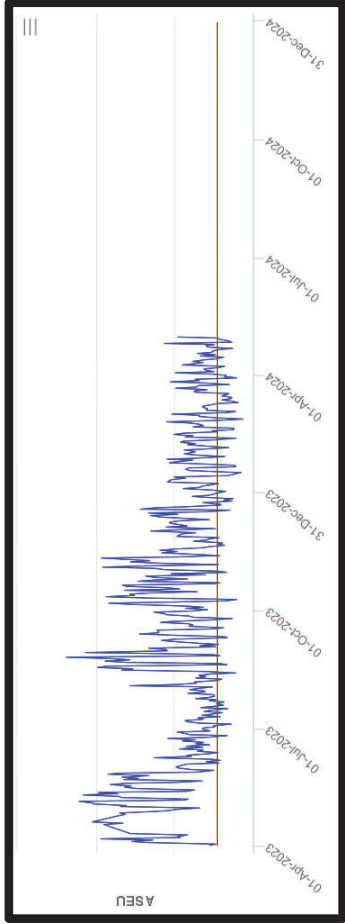
The proposed site footprint on the right will improve the capacity and coverage in the green circled area. The plots above show the best servers or sectors that cover this area with each sector shown in a different color. The left map shows what sectors currently cover this area with the projected overloaded sector circled in blue. The right map shows the area this new site will cover. This project will improve service by providing necessary capacity to support the growth we are seeing in 4G and 5G data traffic. If the site is not built the area circled on the left map will see data speeds start to degrade.



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# Capacity Projection

Existing Site: DRIPPING\_SPRINGS G



**Summary:** The existing DRIPPING\_SPRINGS site is currently at Verizon’s capacity planning threshold. The project to add DRIPPING\_SPRINGS\_DT began a few years ago and will improve service to our customers.

**Details:**

The graph above show the average number of users trying to access services at the same time. The blue line shows the daily usage on this sector of the existing wireless facility site. The red line is the capacity planning limit where the sector starts to degrade below Verizon’s standards.

To aid in resolving this, we ask to add a three sector communications facility as proposed to improve wireless service capacity and coverage in this area by offloading commercial traffic from this growing sector with the proposed site, DRIPPING\_SPRINGS\_DT. We are requesting this site to improve the exiting service to meet current customer demand.



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# Verizon Wireless

**Verizon is part of  
your community.  
Because we live  
and work there too.**

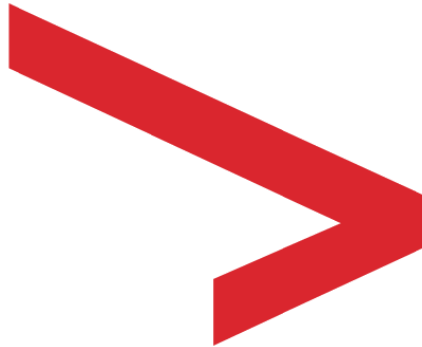
We believe technology can help solve our biggest social problems.

We're working with innovators, community leaders, non-profits, universities and our peers to address some of the unmet challenges in education, healthcare and energy management.

Learn more about our corporate social responsibility at [www.verizon.com](http://www.verizon.com).



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**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. [REDACTED]**

**Conditional Use Permit**

**AN ORDINANCE APPROVING THE EXTENSION OF A CONDITIONAL USE PERMIT FOR THE USE OF WIRELESS TRANSMISSION FACILITY WITHIN THE COMMERCIAL SERVICES ZONING DISTRICT FOR A PROPERTY LOCATED AT 27320 RANCH ROAD 12. UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT “A”; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.**

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

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

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

**WHEREAS,** after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on August 27, 2024 to consider the proposed extension of the Conditional Use Permit and the Planning and Zoning Commission recommended approval of the proposed change; and

**WHEREAS,** after public hearing held by the City Council on September 17, 2024, the City Council voted to approve the proposed change; and

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

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

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

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

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. EFFECTIVE DATE**

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

**6. PROPER NOTICE & MEETING**

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

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

**CITY OF DRIPPING SPRINGS:**

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

ATTEST:

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

*Attachment "A"*



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

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

27320 Ranch Road 12, Dripping Springs, Texas, 78620

Approved by the City of Dripping Springs City Council on \_\_\_\_\_

1. The stealth design of the Wireless Transmission Facility shall be generally consistent with the broadleaf tree design provided by the applicant.
2. The height of the tower shall be no more than 100 feet.
3. Prior to any site construction, the applicant must receive staff approval of a site development permit.
4. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised by the City Administrator based on either:
  - a. A history of poor code compliance.
  - b. A revision to the Comprehensive Plan that renders the CUP incompatible.
5. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.



# City Council Planning Department Staff Report

**City Council Meeting:** September 17, 2024  
**Project No:** CUP2024-004  
**Project Planner:** Tory Carpenter, AICP – Planning Director

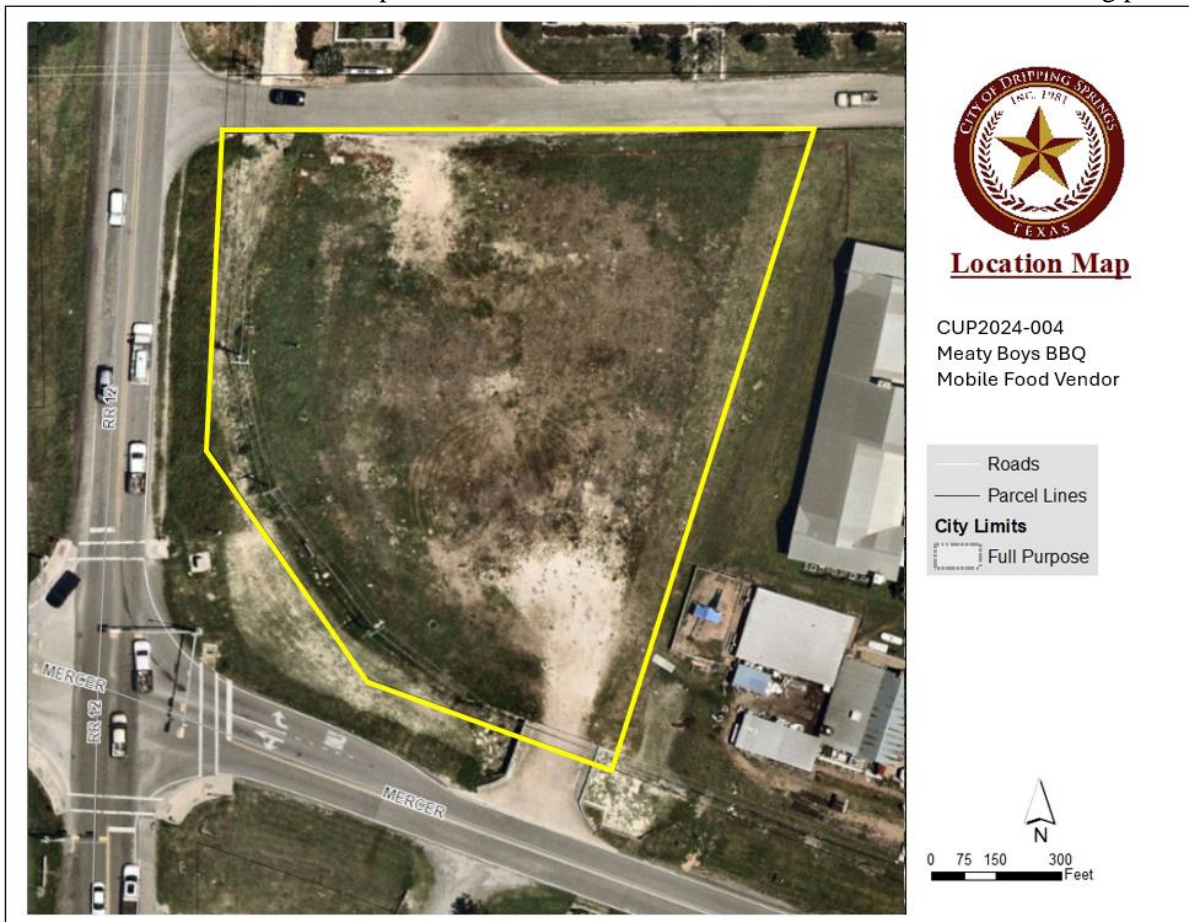
### Item Details

**Project Name:** Meaty Boys Mobile Food Vendor  
**Property Location:** 121 Mercer Street  
**Legal Description:** The Commons at Dripping Springs, Lot 4  
**Applicant:** Jeff Carman  
**Property Owner:** Central Texas Youth Ballet, LLC – Rena Reeder  
**Request:** Conditional Use Permit (CUP) for a Mobile Food Vendor

Approval with the following conditions:

1. The applicant shall submit a site development permit prior to any additional site improvements;
2. The food truck must meet all setback requirements;
3. Hours of operation are limited to between 6:00am and 11:00pm;
4. Trash receptacles shall be provided for customer use;
5. The applicant must submit a site development permit for all on-site improvements;
6. The Conditional Use Permit shall be reconsidered by City Council within two years of its effective date; and
7. The permit shall become effective with the issuance of the building permit.

### Staff Recommendation:



**Overview**

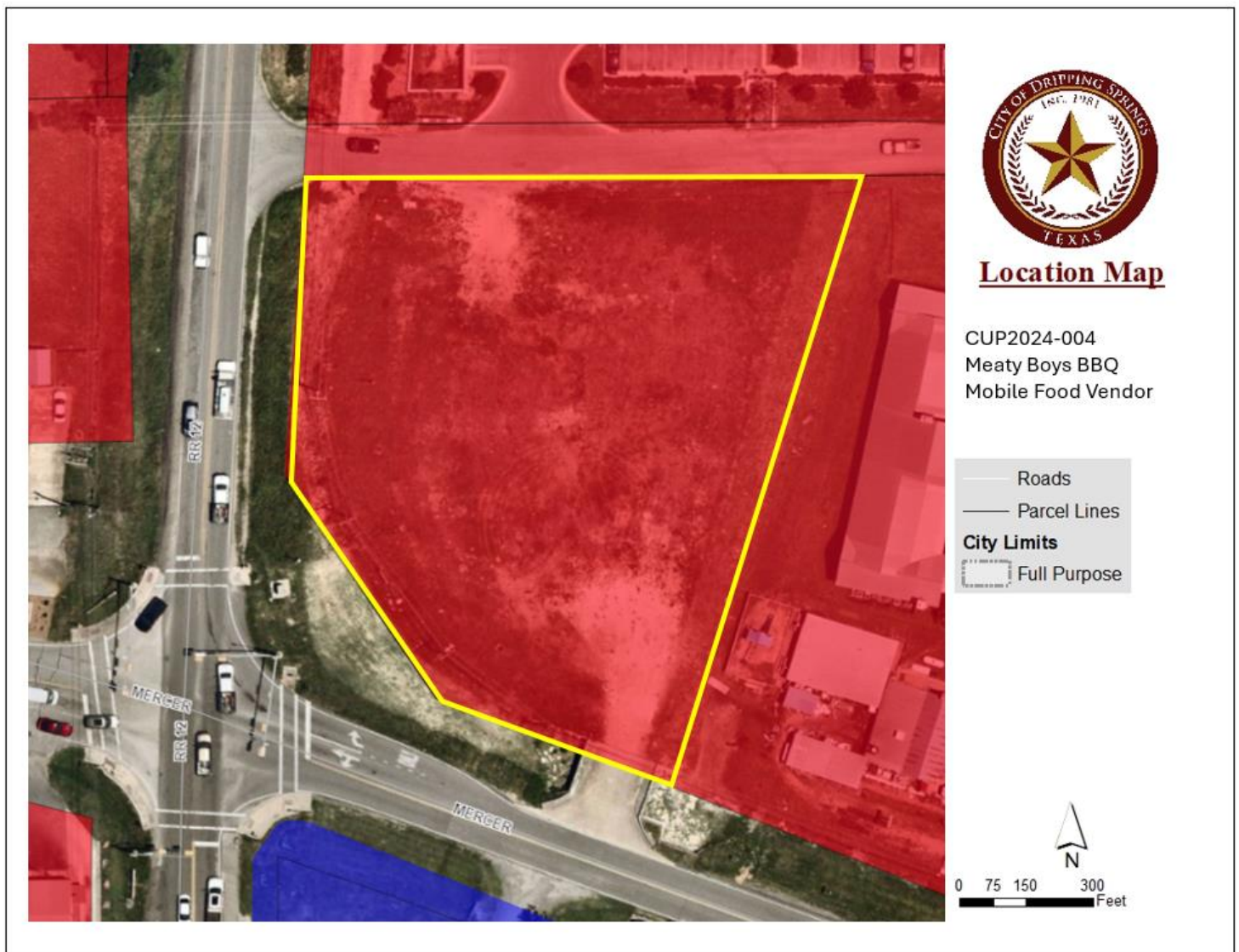
The applicant is requesting a conditional use permit (CUP) to allow one mobile food vendor on the property for a period longer than 10 days. The food truck would sell barbecue products from a single trailer located on the site.

The applicant applied for a temporary food permit status during Founder Day. However, the food truck on the site for several weeks prior to the event. After receiving a stop work order from City Staff, the applicant removed the mobile food truck.

While the lot is currently vacant, it has been the site of seasonal Christmas tree sales for several years. The Christmas tree operation included mobile food vendors which were temporarily permitted as a special event.

Direction	Setback Code requirement
Front	Twenty-Five Feet (25')
Rear	Twenty-Five Feet (25')
Side	Fifteen Feet (15')

**Surrounding Properties**



## Planning Department Staff Report

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

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services (CS)	Medical Office	Not Identified
East	Commercial Services (CS)	Office / Restaurant	
South	Government/ Utility/ Institutional (GUI)	Veterans Memorial Park	
West	Commercial Services (CS)	Retail	

### Staff Analysis

Since the applicant is proposing a single mobile food vendor, they are not required to follow the standards of mobile food courts, including restrooms and seating requirements. The applicant will, however, be required to provide three improved parking spaces on the site which will trigger a site development permit.

The site plan provided by the applicant indicates that the mobile food vendor will be located within the 25' building setback from Mercer St & RR 12. Staff suggest adding a condition that the site plan be revised to include show the mobile food vendor outside of the setback.

Refer to the approval criteria for additional staff analysis.

### Approval Criteria for Conditional Use Permit Review (3.17.6-Zoning Ordinance)

Approval Criteria	Staff Comments
1. The proposed use at the specified location is consistent with the policies embodied in the Comprehensive Plan;	<b>The following comprehensive goals support this request:</b>  1. Support expansion of business and professional services and  2. Support Tourism.
2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;	The zoning district is Commercial Services (CS), which permits commercial and retail uses. Mobile food vendors are permitted in the CS zoning district with the approval of a Conditional Use Permit (CUP).
3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;	The applicant will need to meet all development standards.
4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following:	A mobile food vendor at this location will provide additional food and beverage options for the area. With the surrounding area being a combination of retail and office uses, staff is not concerned with adverse impacts to adjacent property owners.

<p>a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;</p>	<p>There is currently adequate vehicular access to the site. The City will be constructing a sidewalk along Mercer Street this year.</p>
<p>b. Off-street parking areas, loading areas, and pavement type;</p>	<p>The applicant will be required to provide three parking spaces.</p>
<p>c. Refuse and service areas;</p>	<p>The applicant will be required to provide trash can receptacles for the patrons.</p>
<p>d. Utilities with reference to location, availability, and compatibility;</p>	<p>The applicant has stated that they may utilize a generator or connect to the adjacent site's electrical system. Both options may be allowed by the City.</p>
<p>e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;</p>	<p>The site plan indicates that the mobile food vendor would be placed in the building setback. The mobile food vendor must be moved at least 25 feet from the building setback line.</p>
<p>f. Control of signs, if any;</p>	<p>Signage will be done with a separate permit and will need to comply with the current sign ordinance in effect. Any variances will require approval.</p>
<p>g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;</p>	<p>The owner shall comply with the lighting ordinance per the mobile food vendor ordinance.</p>
<p>h. Required yards and open space;</p>	<p>Not applicable.</p>
<p>i. Height and bulk of structures;</p>	<p>The mobile food vendor meets height requirements.</p>
<p>j. Hours of operation;</p>	<p>With the lack of residential uses in the area, staff is not concerned with hours of operation.</p>
<p>k. Exterior construction material, building design, and building facade treatment;</p>	<p>Mobile food vendors do not have to comply with our exterior design ordinance, but they do have to comply with our sign ordinance and applicable Sign Codes.</p>
<p>l. Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and</p>	<p>Not applicable.</p>
<p>m. Provision for pedestrian access/amenities/areas;</p>	<p>The City will be constructing a sidewalk along Mercer Street this year</p>
<p>5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare,</p>	<p>Staff finds that the proposed mobile food vendor use will not be detrimental or damaging to the surrounding</p>



or results in material damage or prejudice to other property in the vicinity; and,	properties, these properties being similarly commercially zoned.
6. Noise;	With the lack of residential uses in the area, staff is not concerned with noise of the site.
7. Odors; and	No concerns noted.
8. Dust.	No concerns noted.

**Conditional Use Permit Requirements**

The following standards are applicable for all mobile food vendors within the City Limits. Note that the Conditional Use Permit can be approved with conditions that further restrict operations.

1. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
2. Hours of operation are limited to the closing time of 11:00 p.m.
3. The property adheres to all Fire and Life Safety Codes found in the International Fire Code
4. Should the City find the mobile food truck to create health and safety issues due to any reasons, the City Administrator may request that the Applicant remove any vehicle from the site. The Applicant shall comply with the City Administrator’s request.
5. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised by the City Administrator based on either:
  - a. A history of poor code compliance.
  - b. A revision to the Comprehensive Plan that renders the CUP incompatible.
6. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.

The below excerpt of the Code are the procedures that P&Z should take for CUPS.

Chapter 30 Exhibit A Zoning Ordinance Sec 3.17.5 Procedures for CUPS:

- (a) P&Z Recommendation: Following the public hearing, the P&Z shall recommend approval, approval subject to modification, or denial of the proposal to the City Council. If the appropriateness of the use cannot be assured at the location, the P&Z shall recommend denial of the application as being incompatible with existing uses or with other uses permitted by right in the district.

**Planning & Zoning Commission Recommendation**

At their regular meeting on August 27, 2024 the Planning & Zoning Commission voted unanimously to recommend denial of this request.

**Public Notification**

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Conditional Use Permit request. At the time of this report, staff has not received any public comments for this request.

**Meetings Schedule**

- August 27, 2024 – Planning and Zoning Commission
- September 17, 2024 - City Council Meeting

**Attachments**

- Attachment 1 - Conditional Use Permit Application
- Attachment 2 – Applicant submittal materials

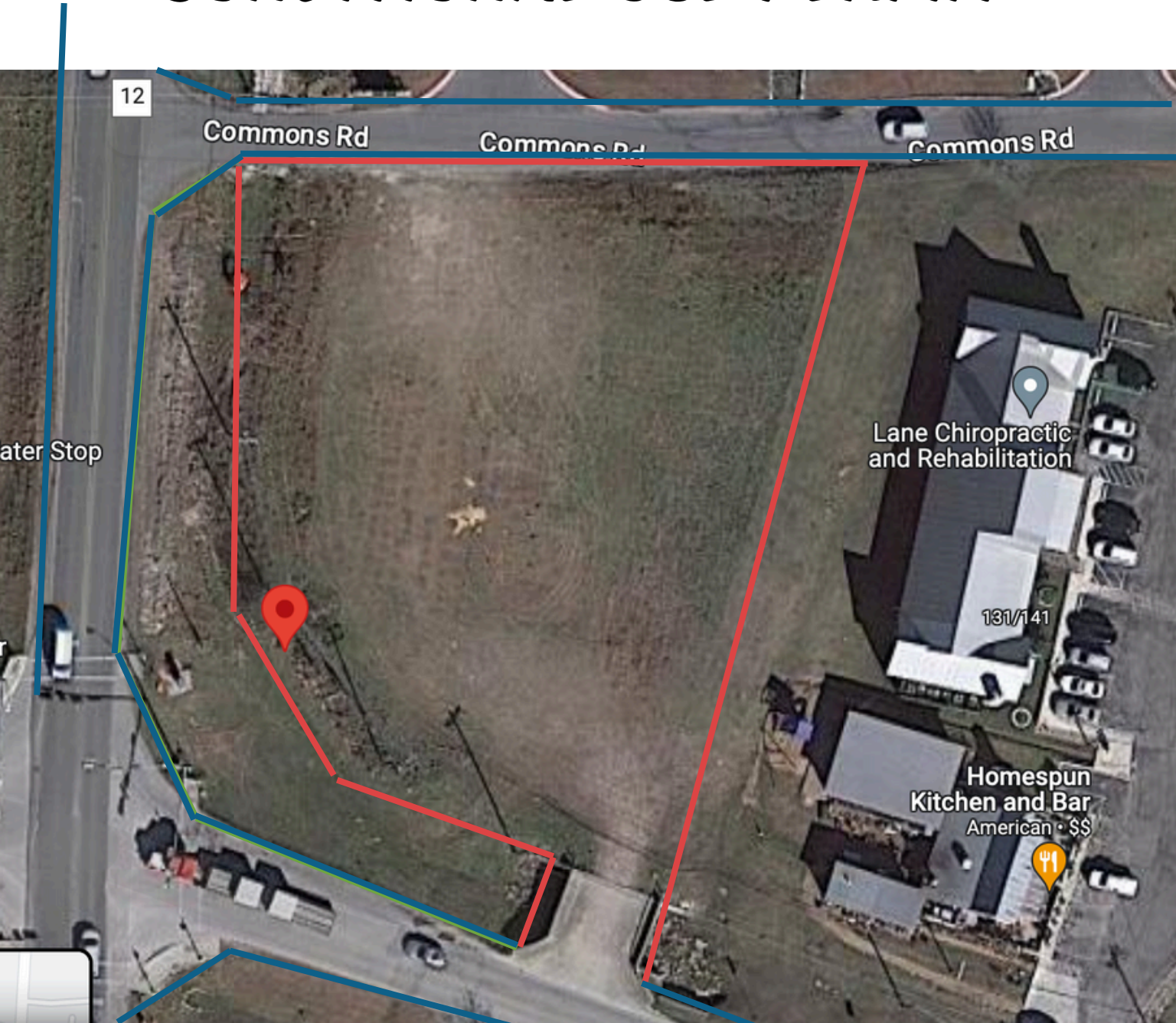
# Planning Department Staff Report

Recommended Action:	<ol style="list-style-type: none"><li>1. The applicant shall submit a site development permit prior to any additional site improvements;</li><li>2. The food truck must meet all setback requirements;</li><li>3. Hours of operation are limited to between 6:00am and 11:00pm;</li><li>4. Trash receptacles shall be provided for customer use;</li><li>5. The applicant must submit a site development permit for all on-site improvements;</li><li>6. The Conditional Use Permit shall be reconsidered by City Council within two years of its effective date; and</li><li>7. The permit shall become effective with the issuance of the building permit.</li></ol>
Alternatives/Options:	Recommend denial of the Conditional Use Permit; recommend approval of the Conditional Use Permit with no or alternate conditions.
Budget/Financial Impact:	None calculated at this time, but the City would receive additional sales tax revenue.
Public Comments:	Staff has not received any public comments at this time.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support the expansion of business and professional services Support Tourism related businesses

# MEATY BOYS BBQ

Item 15.

## CONDITIONAL USE PERMIT



**121 E MERCER ST, DS TX 78620**



Received on/by:

\_\_\_\_\_  
Date, initials



**APPLICATION FOR A  
CONDITIONAL USE PERMIT (CUP)**

**This Application is for (Check One):**

- A New Application                       Extension of a Previously Approved CUP

Applicant's Name: Jeffrey Carman

Mailing Address: 615 Spanish Oak Trail Dripping Springs Tx 78620

Email Address: Jeff@Meatyboysbbq.com

Phone Number: 512-694-7844

Property's Physical Address: 121 East Mercer St Dripping Springs Tx 78620

Owner's Name (if different from Applicant): Rena Reeder

Owner's Address: 707 US 290 Dripping Springs Tx 78620

Owner's Phone Number: 818-297-9314

**PROPERTY LEGAL DESCRIPTION:**

LOT NO.: 4    OR              TRACT: \_\_\_\_\_

BLOCK NO.: \_\_\_\_\_    PLAT: \_\_\_\_\_

ADDITION: The Commons at Dripping Springs              SURVEY: \_\_\_\_\_

NUMBER OF ACRES: 1.13    NUMBER OF ACRES: \_\_\_\_\_

For property not in a recorded subdivision, submit a copy of a current survey or plat showing the property for which a CUP is sought and complete legal field note description.

**PROPOSED USE:** Mobil Food Vending Unit

\_\_\_\_\_

IS THE PROPERTY IN THE CITY LIMITS OR EXTRA TERRITORIAL JURISDICTION?

City Limits       ETJ

-If property is in the City Limits, compliance with Lighting Ordinance is **mandatory**.  
-If property is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.  
-Voluntary compliance is strongly encouraged by those not required by above criteria (*see Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information*).

COMPLIANCE WITH LIGHTING ORDINANCE:

Yes (Required)       Yes (Voluntary)       No

Submittal Checklist:

- Signed and Completed Application
- Required Fee Paid \$ \_\_\_\_\_  
*reference online **Master Fee Schedule** for more details*
- Billing Contact Form
- Lighting Ordinance Compliance Agreement – signed with attached photos/drawings  
*(required if marked "Yes (Required)" on above Lighting Ordinance Section of application)*

Exhibits

- Letter of Explanation (*describing all processes and activities involved with the proposed use per DS Code of Ordinances, Ch. 30, Zoning, Exhibit A, Sec. 3.16.6-Standards*)
- Photographs
- Map/Site Plan (*per DS Code of Ord. Ch. 30 Zoning, Ex A, Sec 3.17.6*)
- Architectural Elevation
- Other: \_\_\_\_\_

Upon submittal of application, a Public Notice sign is **required** to be displayed at the project property within 48 hours. Signs can be picked up at the City Offices for a deposit fee of \$100. Once a permit has been issued, signs in good condition can be returned for a \$75 refund.

Pick up Public Notice Sign, \$100 deposit

*I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping, and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council. All required items and information (including all applicable above listed exhibits and fees) must be received by the City in order for an application and request to be considered complete. **Incomplete submissions will not be reviewed or scheduled for any further action until all deficient items or information has been received.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

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

05/02/2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Property Owner (or attached letter of consent)

\_\_\_\_\_  
Date

IS THE PROPERTY IN THE CITY LIMITS OR EXTRA TERRITORIAL JURISDICTION?

City Limits       ETJ

-If property is in the City Limits, compliance with Lighting Ordinance is **mandatory**.  
-If property is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.  
-Voluntary compliance is strongly encouraged by those not required by above criteria (*see Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information*).

COMPLIANCE WITH LIGHTING ORDINANCE:

Yes (Required)       Yes (Voluntary)       No

Submittal Checklist:

- Signed and Completed Application
- Required Fee Paid \$ \_\_\_\_\_  
*reference online **Master Fee Schedule** for more details*
- Billing Contact Form
- Lighting Ordinance Compliance Agreement – signed with attached photos/drawings  
*(required if marked "Yes (Required)" on above Lighting Ordinance Section of application)*

Exhibits

- Letter of Explanation (*describing all processes and activities involved with the proposed use per DS Code of Ordinances, Ch. 30, Zoning, Exhibit A, Sec. 3.16.6-Standards*)
- Photographs
- Map/Site Plan (*per DS Code of Ord. Ch. 30 Zoning, Ex A, Sec 3.17.6*)
- Architectural Elevation
- Other: \_\_\_\_\_

Upon submittal of application, a Public Notice sign is **required** to be displayed at the project property within 48 hours. Signs can be picked up at the City Offices for a deposit fee of \$100. Once a permit has been issued, signs in good condition can be returned for a \$75 refund.

Pick up Public Notice Sign, \$100 deposit

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping, and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council. All required items and information (including all applicable above listed exhibits and fees) must be received by the City in order for an application and request to be considered complete. **Incomplete submissions will not be reviewed or scheduled for any further action until all deficient items or information has been received.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

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

05/02/2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Property Owner (or attached letter of consent)

\_\_\_\_\_  
Date

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that \_\_\_\_\_ is authorized to act as my agent and representative with respect to this Application and the City's conditional use permit process. (As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

STATE OF TEXAS §  
COUNTY OF HAYS §

CITY HALL

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

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

RENA REEDER

Received on/by:

\_\_\_\_\_  
Date, initials



### BILLING CONTACT FORM

Project Name: Meaty Boys BBQ LLC

Project Address: 121 East Mercer St Dripping Springs Tx 78620

Project Applicant Name: Jeffrey Carman

#### Billing Contact Information

Name: Jeffrey Carman

Mailing Address: 615 Spanish Oak Trail Dripping Springs Tx 78620

Email: Jeff@meatyboysbbq.com Phone Number: 512-694-7844

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

- |  |  |
|--|--|
| <input type="checkbox"/> Alternative Standard              | <input type="checkbox"/> Special Exception     |
| <input type="checkbox"/> Certificate of Appropriateness    | <input type="checkbox"/> Street Closure Permit |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision           |
| <input type="checkbox"/> Development Agreement             | <input type="checkbox"/> Waiver                |
| <input type="checkbox"/> Exterior Design                   | <input type="checkbox"/> Wastewater Service    |
| <input type="checkbox"/> Landscape Plan                    | <input type="checkbox"/> Variance              |
| <input type="checkbox"/> Lighting Plan                     | <input type="checkbox"/> Zoning                |
| <input type="checkbox"/> Site Development Permit           | <input type="checkbox"/> Other _____           |

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

Jeffrey Carman  
Signature of Applicant

05/02/2024  
Date





# **HOWDY NEIGHBOR!**

**WE ARE INTRODUCING "MEATY BOYS BBQ", AND WE WANTED TO TOUCH BASE. WE WANT TO PROVIDE AMPLE NOTICE OF OPERATION.**

**121 E MERCER STREET, DRIPPING SPRINGS TX 78620**

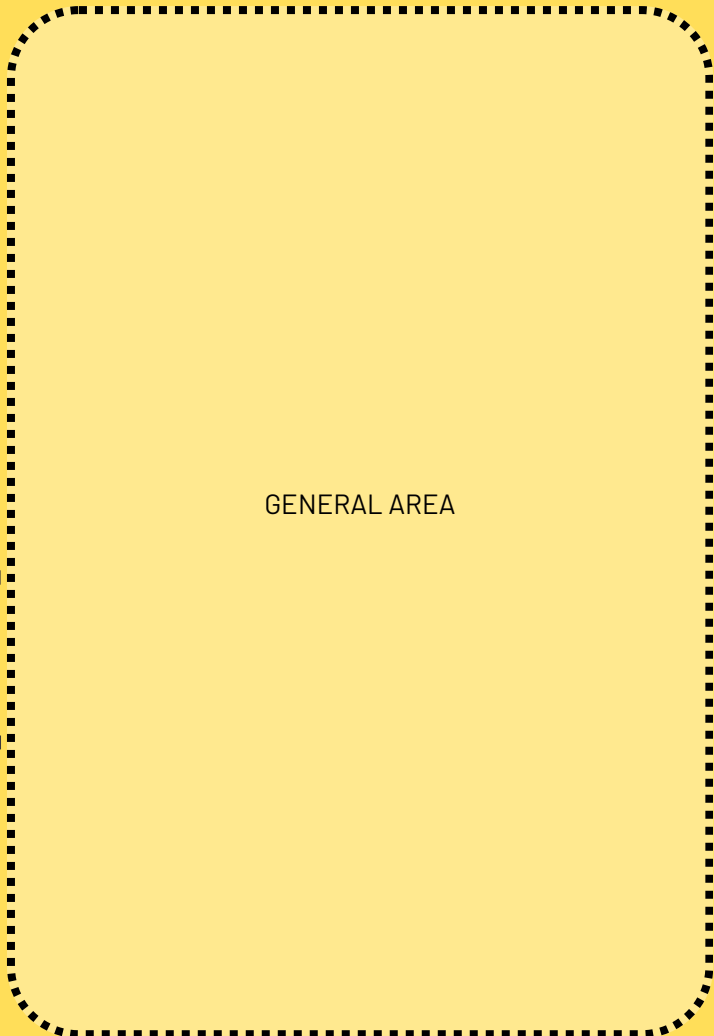
**NOTEWORTHY FEATURES: INCREDIBLE BBQ**

**PLEASE LET US KNOW OF ANY CONCERNS, WE WILL CONTINUE TO FOLLOW CITY OF DRIPPING SPRINGS CODE AND WE WILL CONTINUE TO BE AMAZING NEIGHBORS.**

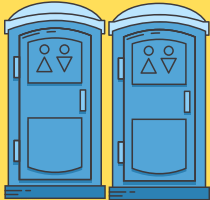
**PLEASE FEEL FREE TO REACH OUT TO ME DIRECTLY IF YOU NEED ANYTHING OR HAVE ANY QUESTIONS!**

**JEFF CARMAN  
512-694-7844  
FOUNDER  
MEATY BOYS BBQ**

# MEATY BOYS SITE PLAN



GENERAL AREA



food truck



Enter / Exit  
Here

# MERCER STREET

# TRAILER SPECS

## / ARCHETECTUAL PLAN /

**IN OTHER WORDS, READ THIS** - This is a CONCEPT DRAWING. All equipment and appliances are for VISUAL REPRESENTATION ONLY. To add to your trailer construction anything, including what appears in this drawing, that is not included on the estimate or invoice, will require a **Change Order Fee** and all associated costs to be added to the Final Balance. Please contact Southern Dimensions Group Inc. if that is your wish.



Customer: Jeff Carman  
Drawing Date: Jun. 9, 2021

**PROPRIETARY AND CONFIDENTIAL**  
THE INFORMATION CONTAINED IN THE DRAWING IS THE SOLE PROPERTY OF SOUTHERN DIMENSIONS GROUP INC. UNAUTHORIZED REPRODUCTION, DISTRIBUTION, ALTERATION, OR USE OF THIS PLAN, WHOLE OR IN PART, IS STRICTLY PROHIBITED  
Note to Client: Approval Must Be Received Within 3Business Days Unless Specified Otherwise

SDGTrailers.com  
1-800-380-9743



# TRAILER SPECS

## / ARCHETECTUAL PLAN /

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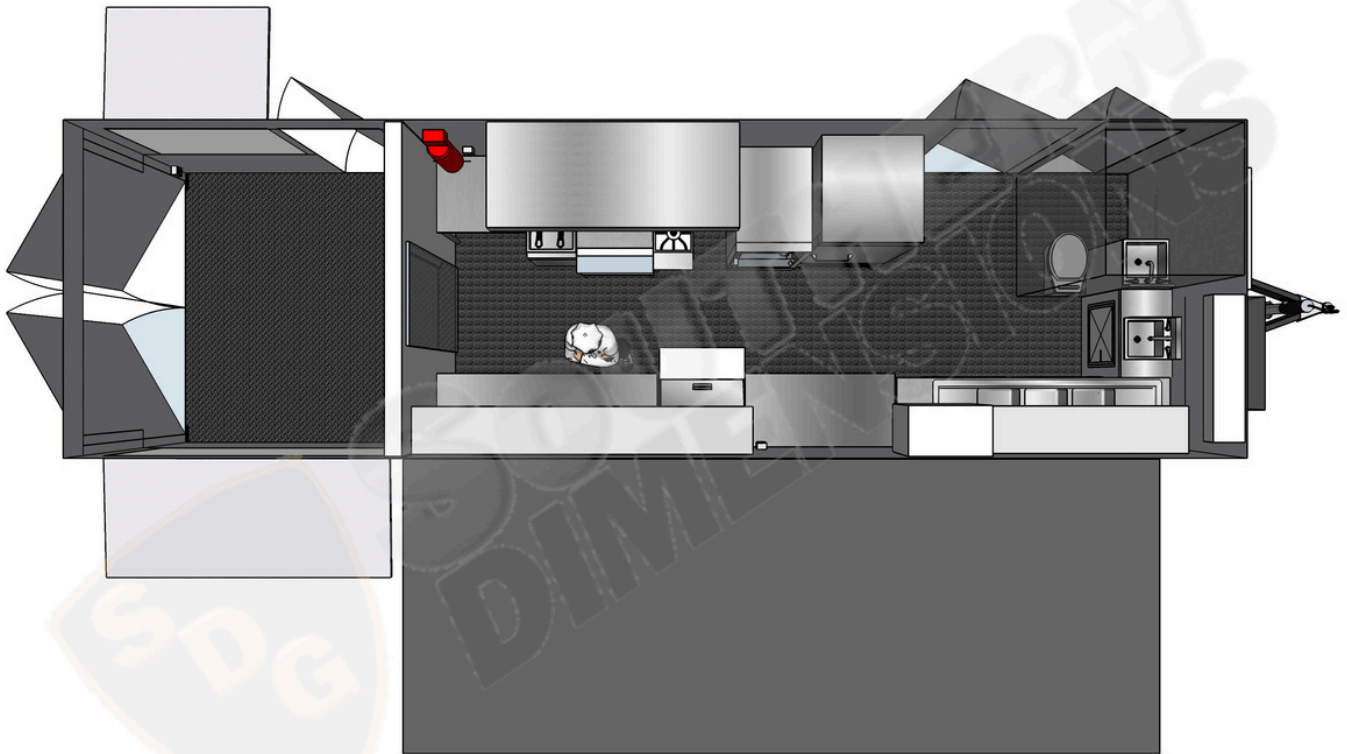
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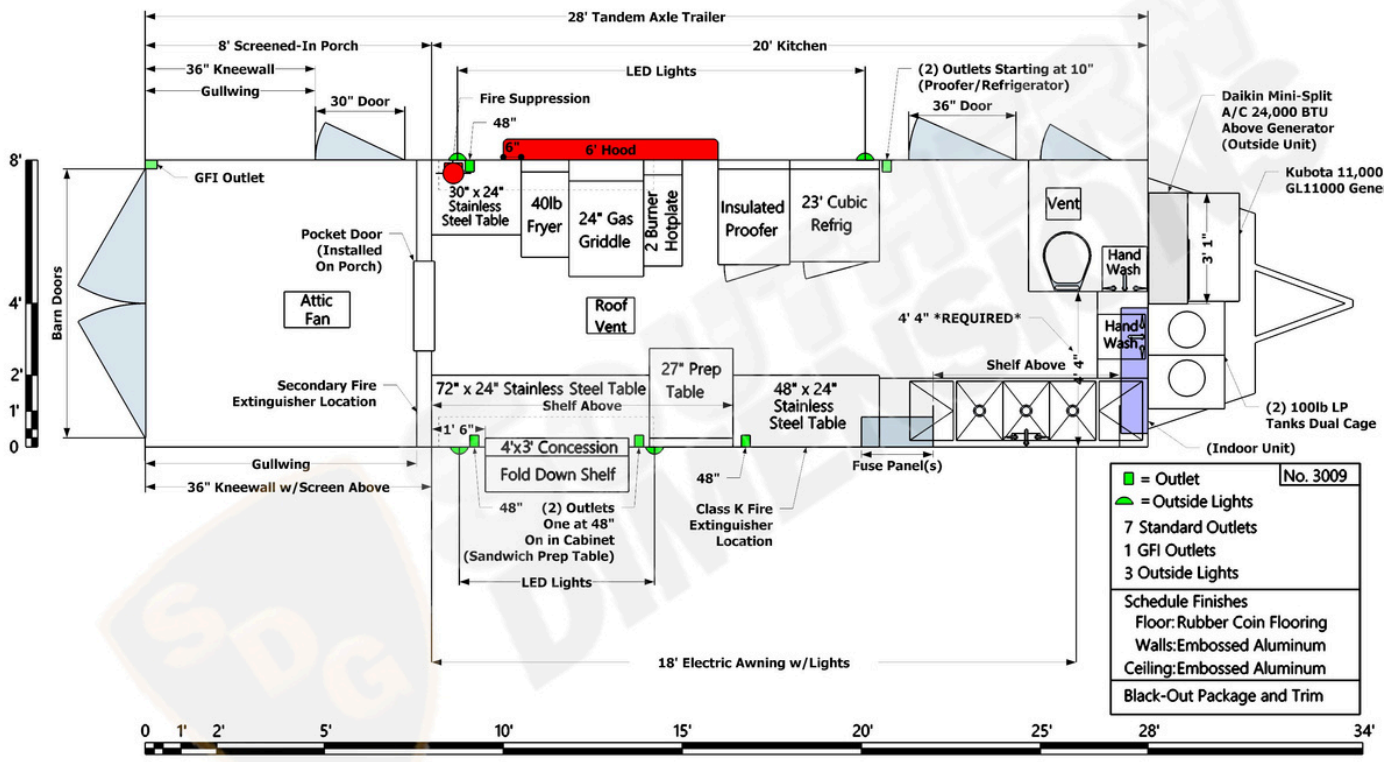
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- |                             |          |
|-----------------------------|----------|
| ■ = Outlet                  | No. 3009 |
| ▲ = Outside Lights          |          |
| 7 Standard Outlets          |          |
| 1 GFI Outlets               |          |
| 3 Outside Lights            |          |
| Schedule Finishes           |          |
| Floor: Rubber Coin Flooring |          |
| Walls: Embossed Aluminum    |          |
| Ceiling: Embossed Aluminum  |          |
| Black-Out Package and Trim  |          |

**PROPRIETARY AND CONFIDENTIAL**

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Drawing Date: Jun. 9, 2021

SDGTrailers.com  
1-800-380-9743



# FOOD ESTABLISHMENT PERMIT

Environmental Health Department  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, TX 78620

**PERMIT No. DSMU-31**

**THIS IS TO CERTIFY THAT:**

**OWNER OF: MEATY BOYS BBQ**

**Meets the minimum requirements to operate a Food Establishment at:**

Street: Mobile  
Dripping Springs, TX 78620

Issue Date: 09.21.2023

By:   
\_\_\_\_\_  
Kyle B. DeHart, R.S. (City Sanitarian)

**PERMIT REMAINS EFFECTIVE UNTIL 12.31.2024 OR UNTIL REMOVED FOR NON-COMPLIANCE WITH MINIMUM STATE OR LOCAL REGULATORY STANDARDS. NOTIFY THE HEALTH AUTHORITY IN THE EVENT OF AN IMMINENT HEALTH HAZARD.**

**PERMIT MUST BE DISPLAYED IN  
LOCATION VIEWABLE BY CONSUMER**



## Learn2Serve Texas Food Manager Certification Program

This document hereby certifies that  
Jeffrey Carman

---

Has successfully completed the Learn2Serve  
Texas Food Safety Manager Certification Examination

A handwritten signature in black ink, appearing to read "Samantha Montalbano", written over a horizontal line.

Samantha Montalbano, Learn2Serve  
Authorized Signature  
[www.learn2serve.com](http://www.learn2serve.com)

Effective Date: 10/05/2021

Expiration Date: Expires 5 years from the effective date

Certification Number: TX-185668

This is an electronic certificate which must be presented to your local Health Regulatory Agency for approval. Course fees do not include any fees associated with receiving your food manager re-certification or certification license.



# PHOTOS



**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. [REDACTED]**

**Conditional Use Permit**

**AN ORDINANCE APPROVING THE EXTENSION OF A CONDITIONAL USE PERMIT FOR THE USE OF MOBILE FOOD VENDOR WITHIN THE COMMERCIAL SERVICES ZONING DISTRICT FOR A PROPERTY LOCATED AT 121 MERCER STREET. UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT “A”; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.**

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

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

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

**WHEREAS,** after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on August 27, 2024 to consider the proposed extension of the Conditional Use Permit and the Planning and Zoning Commission recommended disapproval of the proposed change; and

**WHEREAS,** after public hearing held by the City Council on September 17, 2024, the City Council voted to approve the proposed change; and

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

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

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

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

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. EFFECTIVE DATE**

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

**6. PROPER NOTICE & MEETING**

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

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

**CITY OF DRIPPING SPRINGS:**

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

ATTEST:

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

*Attachment "A"*

### City of Dripping Springs | Conditional Use Permit

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

121 Mercer Street, Dripping Springs, Texas, 78620

Approved by the City of Dripping Springs City Council on \_\_\_\_\_

1. The following standards are applicable for all mobile food vendors within the City Limits. Note that the Conditional Use Permit can be approved with conditions that further restrict operations.
2. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
3. Hours of operation are limited to the closing time of 11:00 p.m.
4. The property adheres to all Fire and Life Safety Codes found in the International Fire Code
5. Should the City find the mobile food truck to create health and safety issues due to any reasons, the City Administrator may request that the Applicant remove any vehicle from the site. The Applicant shall comply with the City Administrator's request.
6. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised by the City Administrator based on either:
7. A history of poor code compliance.
8. A revision to the Comprehensive Plan that renders the CUP incompatible.
9. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.



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

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

**Council Meeting Date:** September 17, 2024

**Agenda Item Wording:** **Discuss and consider approval of the selection of a bidder for the City Hall Renovations and authorize staff to enter into agreement with selected bidder.** *Sponsor: Mayor Bill Foulds, Jr.*

**Agenda Item Requestor:**

**Summary/Background:** This is to approve the bid and allow staff to finalize the agreement with the selected bidder. The Committee who reviewed the bids included: Chad Gilpin, Shane Pevehouse, Riley Sublett, and Kevin Herron (architect). Based on pricing, timing, and thoroughness of response, the Committee is recommending Jonestar as the contractor. The Bid Tabulation is attached.

As part of the agreement and notice to proceed, the completion date must be April 1, 2025 or earlier. If it is not completed, then liquidated damages will be charged on a daily basis. This is to assist with Founders Day.

The cost is \$751,281.20 including the renovations and some IT upgrades. Chad Gilpin will be managing the project with Shane Pevehouse and Riley Sublett assisting.

BB Inspections is reviewing plans and performing the inspections.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approval of bidder and authorize staff to finalize agreement.

**Attachments:** Bid Tabulation, Remodel Image, Remodel Project Manual (including draft agreement).

**Next Steps/Schedule:** City Staff has been working towards moving from City Hall should this be approved. A staff schedule will be provided to City Council and will be available upon request from anyone. Start date, if approved, would be October 1, 2024.

The renovation costs do not include furniture, additional IT costs, or storage. However, all of these costs were included in the budget presentation. City Staff is still looking at ways to economize further expenses within the approved budget.



September 13, 2024

Shawn Cox  
Deputy City Administrator  
City of Dripping Springs

**RE: Dripping Springs City Offices Remodel Project  
Recommendation of Award**

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Five (5) proposals for the referenced project were received on August 1, 2024 from:

- Jonestar Construction, LLC
- Sadie Burche
- Southwest Corporation
- Sutton Homes, LLC
- Trimbuilt Construction, Inc

Proposals have been evaluated and the best value is **Jonestar Construction, LLC** with the following proposal price:

**Proposal Price: \$751,281.20**

Staff recommends award of the contract for a total amount of \$751,281.20 to Jonestar Construction, LLC based on evaluation of the proposal response packages.

A blue ink signature of Chad Gilpin, written in a cursive style.

Chad Gilpin, PE  
City Engineer

Enclosures:

- Proposal Evaluation Scoresheet
- Jonestar Construction, LLC - Proposal Response Package
- City Offices Remodel Plans



**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
CONSTRUCTION OF**

**DRIPPING SPRINGS CITY OFFICES REMODEL  
PROJECT  
(#CIP-2024-01)**

Prepared For:



**DRIPPING SPRINGS**  
Texas

511 Mercer Street  
Dripping Springs, Texas 78620  
(512) 858-4725

Prepared by:



9701 Brodie Lane  
Austin, Texas 78748  
Ph: 512.220.8100  
TBPE Registration # F-9266



*July 11, 2024*

July 2024

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See plan sheets. All construction shall be governed by the adopted set of building codes as listed below and any local amendments found in Dripping Springs’ Technical and Construction Standards as listed in the codes and standards article of the City Code of Ordinances.

- 2018 International Building Code (IBC)
- 2018 International Plumbing Code (IPC)
- 2018 International Fuel Gas Code (IFGC)
- 2018 International Fire Code (IFC)
- 2023 National Electric Code (NEC)

# **DIVISION A**

## **PROPOSAL INFORMATION & REQUIREMENTS**

## NOTICE TO RESPONDENTS

Competitive Sealed Proposals will be received by the **City of Dripping Springs**, at its office at **511 Mercer St., City Hall Building, Dripping Springs, Texas**, until **2:00 p.m. on Thursday, August 1, 2024**. Proposals will be evaluated and scored based on selection criteria by the City's evaluation committee. Proposals will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the "Project" titled **Dripping Springs City Offices Remodel Project** and shall include acknowledgement of any addenda submitted, and all other documents included in said call for proposals. No proposals may be withdrawn after receipt by the City. Any Proposals received after scheduled deadline will be returned unopened. Said proposal shall be marked;

### "DRIPPING SPRINGS CITY OFFICES REMODEL PROJECT"

Proposals must be submitted on City of Dripping Springs forms and must be accompanied by an acceptable proposal security in the form of a cashier's check or bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total proposal amount. Proposals must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Respondent. When submitted by in person or by courier, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs  
511 Mercer St.  
Dripping Springs, Texas, 78620**

*The Dripping Springs City Offices Remodel Project generally includes: Interior Demolition; 7,153 Square Feet Remodel and Reconstruction of Interior Offices, Bathrooms, Common Areas and Other Spaces; Including associated HVAC, Electrical and Plumbing.*

Plans, Specifications, and Instructions to Respondents may be obtained via download at the City of Drippings Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **July 11, 2024**.

The City reserves the right to reject any and all proposals and any nonconforming proposal and to award the Contract in a period of time not exceeding **60 days** from the proposal due date. Proposals shall remain firm for that period.

The successful Respondent must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

Respondents are expected to inspect the site of the work and inform themselves regarding all local conditions.

An **Optional Pre-Proposal conference** with prospective Respondents will be held on **Thursday, July 18, 2024, at 2:00 p.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.

## INSTRUCTIONS TO RESPONDENTS

1. NONRESPONSIVE PROPOSALS: PROPOSALS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
  - *Sign Proposal*
  - Include *Proposal Bond*: All cost proposals shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum proposal price, payable without recourse to City, or a bond in the same amount from a reliable surety company, as a guarantee that the respondent will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Proposal guarantees must be submitted in the same sealed envelope with the cost proposal. Proposals submitted without check or bonds will not be considered.
  - List *Unit Price* for each item
  - List *Total Amount of Cost Proposal*
  - Include *Non-Collusion Statement*: Each respondent shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the cost proposal certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive proposals in connection with the submitted proposal. Failure to submit the executed statement as part of the proposal documents will make the proposal nonresponsive and not eligible for award consideration.
  - Include *References*: The City REQUIRES respondent to supply with this Proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Respondents forms within this proposal package.
2. ALL INFORMATION REQUIRED BY THE COST PROPOSAL FORM MUST BE FURNISHED OR THE PROPOSAL WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
3. ONE (1) ORIGINAL OF ALL PROPOSALS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE PROPOSAL). PROPOSALS MUST BE MARKED ORIGINAL. ONE (1) DIGITAL COPY OF ALL PROPOSALS MUST BE SUBMITTED.
4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than **5 p.m. on Friday, July 19, 2024**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at [cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com) and Written requests from interested firms and written responses by the City will be provided to all Applicants.

5. Prior to submitting any proposal, respondents are required to read the plans, specifications, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent proposal.
6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the respondent. When submitted, this envelope shall be placed in another envelope addressed as indicated in this Notice to Respondents.
7. Only proposals and proposal guaranties actually in the hands of the designated official at the time set in this Notice to Respondents shall be considered. Proposals submitted by telephone, e-mail, or fax will not be considered.
8. In case of ambiguity or lack of clarity in the statement of prices in the proposals, the City reserves the right to consider the most favorable analysis thereof, or to reject the proposal. Unreasonable (or unbalanced) prices submitted in a proposal may result in rejection of such proposal or other proposals.
9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
10. All proposal securities will be returned to the respective respondents within twenty-five (25) days after proposals are opened, except those which the City elects to hold until the successful respondent has executed the contract. Thereafter, all remaining securities, including security of the successful respondent, will be returned within sixty (60) days.
11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies

holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

12. Contract Times and Liquidated Damages – Respondents must agree to commence work on or before a date to be specified in a written “Notice to Proceed” of the City, and to fully complete the project within the specified time stated in the proposal. Respondents must agree to pay liquidated damages of as listed in *Section C-7* to the City for every day past the specified completion date stated in the proposal.
13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening through the completion of the project. Proposals which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best proposal.
14. The City reserves the right to award the contract on the basis of the respondent’s qualifications, cost proposal, and any combination of alternative cost proposal items which appears most advantageous to the City, to reject any or all proposals, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all proposals are rejected, City agrees to give Notice of Award of contract to the successful respondent within **sixty (60) days** from the date of the proposal opening or for such longer period of time that the Respondent may agree to in writing upon request of Owner.
15. Respondents for the construction work must submit a satisfactory cashier’s or certified check, or proposal bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total cost proposal which check or bond shall be submitted as a guarantee that the respondent will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Proposals without the required check or bond will NOT be considered.
16. The successful respondent for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such respondent as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful respondent will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best’s Key Rating as follows:

<u>Construction Contract</u>	<u>Rating</u>
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

All lump sum and unit prices must be stated in both script and figures.

17. Respondents are expected to inspect the site of the work and to inform themselves regarding all local conditions.

18. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.

19. Basis of Award - The City shall not be obligated to accept the lowest priced proposal but shall make an award to the Respondent that provides the “Best Value” to the City. “Best Value” shall be determined using the evaluation criteria outlined below. The proposals will be evaluated and scored by the City’s evaluation committee. The intent of the selection process is to review submitted proposals and make an award based upon qualifications and best value as described herein. Should the respondent deemed best value and fail to negotiate an execute an acceptable contract with the City, the City may move to the next highest scoring respondent. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be evaluated are:

- Qualifications and Similar Project Experience, Including References (15 Points)
- Experience with interior building renovation for commercial and government buildings. Please specify if renovation is for government or other public agencies. (20 Points)
- Timeline and previously demonstrated ability to stay on schedule (15 Points)
- Fees/ Pricing (40 Points)
- Proposed alternative phasing narrative and associated cost for a phasing plan that allows for partial use during construction. (5 Points)
- Finish board. (5 Points)

20. Best Final Offer (BFO) - Clarification discussions, at the City’s sole option, may be conducted with Respondents who submit Solicitation Responses determined to be acceptable and competitive. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of the Solicitation Responses. Such revisions may be permitted after submissions and prior to award solely for the purpose of obtaining BFOs. In conducting discussions, the City shall not disclose any information derived from the Solicitation Responses submitted by competing Respondents. The City evaluation committee shall score BFO responses in a manner consistent with the scoring of original solicitation responses. The criteria to be re-evaluated following a BFO shall depend



on the type of clarification requested by the Committee from Respondent. Scores for any of the applicable selection criteria included in the Committee's request for BFO shall be replaced by the BFO scores.

# **DIVISION B PROPOSAL**

Project: **DRIPPING SPRINGS CITY OFFICES REMODEL PROJECT (#CIP-2024-01)**

THIS PROPOSAL IS SUBMITTED TO:

City of Dripping Springs  
City Hall  
511 Mercer St.  
Dripping Springs, Texas 78620

FROM: \_\_\_\_\_  
Contractor

1. The undersigned RESPONDENT proposes and agrees, if this Cost Proposal is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Cost Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. RESPONDENT agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **sixty (60) calendar days** thereafter. RESPONDENT further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. RESPONDENT accepts all of the terms and conditions of the Advertisement, Notice to Respondents and Instructions to Respondents, including without limitation those dealing with the deposition of Proposal Security. This Cost Proposal will remain subject to acceptance for **60 calendar days** after the day of Proposal opening. RESPONDENT will sign and submit the Agreement with the Bonds and other documents required by the Proposal Requirements within **10 calendar days** after the date of CITY's Notice of Award.
4. In submitting Cost Proposal, RESPONDENT represents, as more fully set forth in the Agreement, that:

A. RESPONDENT has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

B. RESPONDENT has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. RESPONDENT has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as RESPONDENT considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by RESPONDENT for such purposes.
  - E. RESPONDENT has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by RESPONDENT, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
  - F. RESPONDENT has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - G. RESPONDENT has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to RESPONDENT.
  - H. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; RESPONDENT has not directly or indirectly induced or solicited any other RESPONDENT to submit a false or sham Proposal; RESPONDENT has not solicited or induced any person, firm, or corporation to refrain from proposing; and RESPONDENT has not sought by collusion to obtain for itself any advantage over any other RESPONDENT or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Proposal:
- A. Required Proposal Security in the form of a Proposal Bond, Cashier's Check, or Certified Check.
  - B. Non-Collusion Affidavit
  - C. Conflict of Interest Statement
  - D. Information From Respondents

RESPECTFULLY SUBMITTED on \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
(Authorized Signature)

Respondent, if Respondent is an individual  
Partner, if the Respondent is a Partnership  
Officer, if the Respondent is a Corporation

\_\_\_\_\_  
(Typed or Printed Name and Title)

Respondent: \_\_\_\_\_  
(Name of Company)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No: \_\_\_\_\_

IF Respondent is a Corporation:

ATTEST

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(State of Incorporation)

IF Respondent is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

RESPONDENT will complete the Work for the following prices:

**COST PROPOSAL**

ITEM #	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	CITY OFFICE RENOVATION (SEE ARCHITECTURAL, MECHANICAL, AND PLUMBING PLANS) for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ _____	\$ _____
<b>TOTAL AMOUNT PROPOSED \$ _____</b>					

**NON-COLUSION AFFIDAVIT  
PRIME RESPONDENT**

**STATE OF TEXAS {}**

**COUNTY OF HAYS {}**

being first duly sworn, deposes and says

That he is \_\_\_\_\_  
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal, that such proposal is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the cost proposal or affiant or of any other Respondent, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal are true.

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

Respondent, if the Respondent is an individual  
Partner, if the Respondent is a Partnership  
Officer, if the Respondent is a Corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_

### INFORMATION FROM RESPONDENTS

**THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL.** Failure to provide the information will cause the Proposal to be non-responsive and may cause its rejection.

**Qualifications and Similar Experience:** Provide information for 3 similar projects completed by Respondent within last 5 years.

1. Name of Project: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Reference Contact Person & Phone No.: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Respondent's Project Manager: \_\_\_\_\_  
Respondent's Project Superintendent: \_\_\_\_\_  
Original Project Completion Date: \_\_\_\_\_  
Actual Project Completion Date: \_\_\_\_\_
  
2. Name of Project: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Reference Contact Person & Phone No.: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Respondent's Project Manager: \_\_\_\_\_  
Respondent's Project Superintendent: \_\_\_\_\_  
Original Project Completion Date: \_\_\_\_\_  
Actual Project Completion Date: \_\_\_\_\_
  
3. Name of Project: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Reference Contact Person & Phone No.: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Respondent's Project Manager: \_\_\_\_\_



Respondent's Project Superintendent: \_\_\_\_\_

Original Project Completion Date: \_\_\_\_\_

Actual Project Completion Date: \_\_\_\_\_

**Experience with Interior Building Renovation for Commercial and Government Buildings:**

In a separate attachment provide a statement discussing the Respondent's Project Manager and Project Superintendent experience with similar office remodel projects. Please specify if renovation is for government or other public agencies.

**Project Timeline:** Provide a proposed project schedule from Notice to Proceed to Project Closeout in a separate attachment.

**Subcontractors and Suppliers:** Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount. If self-performing any items below, indicate in the space provided.

1. HVAC \_\_\_\_\_
2. Plumbing \_\_\_\_\_
3. Other \_\_\_\_\_

**Alternative Phasing Plan:** In a separate attachment provide a narrative for an alternative phasing plan which would allow some of the existing offices to remain occupied by City staff during renovation and estimated cost impact of implementing the alternative phasing plan.

**Finish Board:** Provide finish boards including color and materials for items such as tile, carpet, paint, etc for items included in proposal.

**PROPOSAL BOND  
(EXAMPLE TEMPLATE)**

KNOW ALL MEN BY THESE PRESENT, that we the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of \_\_\_\_\_; for payments of which, well and truly to be made, we hereby jointly and severally proposed ourselves, our heirs, executors, administrators, successors, and assigns. Signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Cost Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing for the DRIPPING SPRINGS CITY OFFICES REMODEL.

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a Contract I the Form of Contract attached hereto (properly complying in accordance with said Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Proposal,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

### CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

<b>Printed name of person submitting form:</b>
<b>Name of Company:</b>
<b>Date:</b>
<b>Signature of person submitting form:</b>

NOTARIZED:

<b>Sworn and subscribed before me,</b>
by _____
on _____ (date)

**DIVISION C**  
**CONTRACT, BOND & INSURANCE FROMS &**  
**REQUIREMENTS**

## CONSTRUCTION CONTRACT TEMPLATE

**THIS CONSTRUCTION CONTRACT** (hereinafter the “Contract”) made this the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between \_\_\_\_\_ (a Texas limited liability company), whose address is \_\_\_\_\_ (hereinafter called the “Contractor”), and the CITY OF DRIPPING SPRINGS (hereinafter called the “City”) acting herein by its Mayor, Bill Foulds, Jr. hereunto duly authorized.

**WITNESSETH**, that the Contractor and the City for the considerations stated herein mutually agree as follows:

### ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, DRIPPING SPRINGS CITY OFFICES REMODEL PROJECT and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the “Work”). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

### ARTICLE 2. CONTRACTOR’S DUTIES

**2.1 Construction.** Contractor shall construct all Improvements embraced in the **Project** as described in the proposal documents.

**2.2 Labor and Materials.** The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

**2.3 Completion of Work.** Work, in accordance with the Contract dated August \_\_\_\_\_, 2024, **Project**, shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **one-hundred twenty (120) consecutive calendar days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

**2.4 Invoicing.** Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the proposal documents. Incomplete or inaccurate invoices shall be returned other Contractor for correction and re-submittal.

**2.5 Insurance.** Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

**2.6 Change Orders.** Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

**2.7 Warranty and Maintenance Bond.** The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

**2.8 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). Contractor agrees by

approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). (Additional Disclosures may be required based on state and federal law and this will be included in the Contract.)

**ARTICLE 3. THE CONTRACT PRICE**

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of \$ \_\_\_\_\_. Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor’s charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City’s expense, upon reasonable advance notice at the offices of Contractor and during Contractor’s normal business hours, to inspect, copy, and audit all records (except Contractor’s trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City’s account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor’s books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

**ARTICLE 4. THE CONTRACT**

The executed contract documents shall consist of the following components:

- Exhibit A**      General Conditions
- Exhibit B**      Plans
- Exhibit C**      Specifications
- Exhibit D**      Instructions and Notice to Respondents
- Exhibit E**      Performance and Payment Bond
- Exhibit F**      Certificate of Insurance
- Exhibit G**      Wage Rates
- Exhibit H**      Addenda
- Exhibit I**      Contractor’s Signed Cost Proposal
- Exhibit J**      Conflict of Interest Questionnaire

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor’s statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk

allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended

**ARTICLE 5. TERMINATION AND DELAYS**

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions.*

**ARTICLE 6. MISCELLANEOUS**

**6. Non-Assignability.** Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract, or its the proposal documents described above.

**6.2 Amendment.** This Contract and the proposal documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

**6.3 Independent Contractor.** Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor’s agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other join relationship is created hereby. City does not extend to Contractor or Contractor’s agents any authority of any kind to bind City in any respect whatsoever.

**6.4 Notice.** Any notice and/or statement required or permitted by this Contract, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

**If to the City:**

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

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.5 Force Majeure.** No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

**6.6 Law & Venue.** This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be the district court of Hays County, Texas.



**6.7 Severability.** If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

**6.8 Entire Contract.** This Contract and the proposal documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

**6.09 Termination and Delays.** Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

**6.10 Indemnification.** Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the City and its agents and assigns from any and all claims or causes of action which Contractor, its insurers, and/or its subcontractors might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance maintained and/or required to be maintained by Contractor and/or its subcontractors pursuant to this contract, even if such claims of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

**6.11 Liquidated Damages.** Failure on the part of the Contractor to sustain the required maintenance or perform under this Contract may result in liquidated damages. The City may assess liquidated damages as listed in Section C-7 for incomplete work until all work is completed.

**IN WITNESS WHEREOF,** the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

\_\_\_\_\_  
City Secretary

**CONTRACTOR:**

\_\_\_\_\_  
Printed Name and Title

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**CORPORATE CERTIFICATIONS:**

I, \_\_\_\_\_, certify that I am the Secretary / Treasurer of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

\_\_\_\_\_  
Corporate Secretary

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

\_\_\_\_\_  
Date

### PERFORMANCE BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}  
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) \_\_\_\_\_, a

(2) \_\_\_\_\_ of hereafter called Principal and

(3) \_\_\_\_\_

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the Surety, are held and firmly

bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, in the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars

in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs the Owner, dated the \_\_\_\_ day of \_\_\_\_\_ 2024, a copy of which is hereto attached and made a part hereof for the construction of :

\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Address (State & Zip Code)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address (State and Zip Code)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Telephone No. (Area Code)

\_\_\_\_\_

### PAYMENT BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}  
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) \_\_\_\_\_, a

(2) \_\_\_\_\_ of hereinafter called Principal and

(3) \_\_\_\_\_

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the Surety,  
are held and firmly bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, and  
unto all Persons, Firms, and Corporation who may furnish materials for, or perform labor upon the  
building or improvements hereinafter referred to in the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in  
lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which  
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,  
jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with (6) the City of Dripping Springs The Owner, dated the \_\_\_ day of \_\_\_\_\_, 2024, a  
copy of which is hereto attached and made a part hereof for the construction of

\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with  
the Plans, Specifications and Contract Documents during the original term thereof, and any extensions  
thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all  
claims and demands incurred under such Contract, then this obligation shall be null and void, otherwise it  
shall remain in full force and effect.

This Bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Address (State & Zip Code)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address (State and Zip Code)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Telephone No. (Area Code)

\_\_\_\_\_  
Address (State and Zip Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.

**PERFORMANCE – PAYMENT BOND FORM**  
M-24, 25, Attach. Sa

\_\_\_\_\_

\_\_\_\_\_  
Individual Principal (SEAL)

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Business – Address

\_\_\_\_\_  
Telephone Number (Area Code)

\_\_\_\_\_  
Telephone Number (Area Code)

ATTEST:

\_\_\_\_\_  
Corporate Principal

\_\_\_\_\_  
(State and Zip Code)

\_\_\_\_\_  
Business Address Name

\_\_\_\_\_  
Telephone Number (Area Code)

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
(Affix Corporate Seal)

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Corporate

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
Telephone

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that \_\_\_\_\_, who signed the said Bond on behalf of the Principal was then \_\_\_\_\_, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Affix Corporate Seal)

Telephone No.: \_\_\_\_\_

The rate of premium on this Bond is \_\_\_\_\_ per thousand.

Total of premium charge \$ \_\_\_\_\_.

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.



**SECTION C-4  
CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE  
CITY OF DRIPPING SPRINGS  
MINIMUM INSURANCE PROVISIONS AND LIMITS  
FOR CONSTRUCTION, REPAIR, INSTALLATION AND MAINTENANCE CONTRACTORS**

***Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with the City of Dripping Springs (City); and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.***

1. Standard ISO commercial general liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.
2. Workers' compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.
4. Umbrella liability or following-form excess liability at minimum limits of \$ 1,000,000 each-occurrence/\$2,000,000 aggregate where applicable in any underlying coverage. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.
5. Waiver of Rights - Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and E/A, and all other individuals or entities identified in the Insurance Rider to be listed as additional named insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Upon receipt of payment for any loss or damage covered by an insurance policy required by the Insurance Rider or this Agreement, the Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against all other individuals or entities identified in the Insurance Rider to be listed as insured or additional named insured (and the officers, directors, partners, employees, agents,

consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Dripping Springs shall be named as an additional named insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of the City must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products/completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.
9. Insurance must be purchased from insurers that are financially acceptable to the City with a minimum *A.M. Best* financial rating of A-VII.
10. Coverage for commercial general liability must be maintained for at least (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to the City within ten (10) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

- Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project:** DRIPPING SPRINGS CITY OFFICES REMODEL (#CIP-2024-01)

The City of Dripping Springs has considered the proposals submitted for the above described project in response to its advertisement for proposals dated July 11, 2024 and related information to Proposers.

You are hereby notified that your proposal in the amount of \$ \_\_\_\_\_, has been favorably considered for the project by the City. Pursuant to the Instructions to Proposers you are asked to sign the proposed Contract and to return the same, along with the required Certificate of Insurance and Payment Bond and Performance Bond within ten (10) days of your receipt of this Notice, for the approval and signature of the authorized representative of the City.

For the purpose of effective date of the Performance and Payment Bond, and the required Certificate of Insurance, the date of \_\_\_\_\_ may be considered the date of the Contract, if the Documents are approved by the City.

If you fail to submit the proposed Contract and the Performance and Payment Bonds and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your bid will be considered as withdrawn and your bid bond will be forfeited.

You are asked to acknowledge receipt of this Notice by signing in the appropriate place below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF DRIPPING SPRINGS

\_\_\_\_\_  
City Engineer

**ACKNOWLEDGEMENT:**

Receipt of this Notice is hereby acknowledged.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

**NOTICE TO PROCEED**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project:** \_\_\_\_\_

In accordance with the construction contract dated \_\_\_\_\_,  
you are hereby notified to commence work no later than \_\_\_\_\_.

Contract time is: **120 calendar days.**

Substantial Completion Date is: \_\_\_\_\_

CITY OF DRIPPING SPRINGS

\_\_\_\_\_  
City Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_  
on this the \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**CONTRACT TIME & LIQUIDATED DAMAGES**

The Contract Performance for this project shall be **120 Calendar Days** as defined in the Specifications under General Conditions.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the calendar days specified in the Contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

	<b>FOR AMOUNT OF CONTRACT</b>	
<b>From More Than</b>	<b>To and Including</b>	<b>Amount of Liquidated Damages Per Working Days</b>
\$0	\$100,000	\$200
\$100,000	\$500,000	\$400
\$500,000	\$1,000,000	\$550
\$1,000,000	\$2,000,000	\$700
\$2,000,000	\$5,000,000	\$850
\$5,000,000	\$10,000,000	\$1,200
\$10,000,000	\$15,000,000	\$1,500
\$15,000,000	\$20,000,000	\$1,700
\$ 20,000,000	Over \$20,000,000	\$2,500

### **EQUAL OPPORTUNITY CLAUSE**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. The Contractor will take Affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or natural origin.

# Equal Employment Opportunity is THE LAW

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

### **VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS**

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

## Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

### **DISABILITY**

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX**

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

### **INDIVIDUALS WITH DISABILITIES**

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.



### WAGE DETERMINATION

**Wage Rates.** Pursuant to Section 2258.023(a), Texas Government Code, as amended, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages set forth by the Davis Bacon General Decision Number: TX20240007 01/05/2024 below:

"General Decision Number: TX20240254 06/14/2024

Superseded General Decision Number: TX20230254

State: Texas

Construction Type: Building

County: Hays County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination,

	if it is higher) for all hours spent performing on that contract in 2024.
--	---

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	04/05/2024
3	06/14/2024

ASBE0087-014 06/04/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 28.95	8.39

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

ELEC0520-004 01/03/2022

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 31.52	11%+5.73

\* ELEV0133-002 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.38	37.885

Footnote:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate

for all hours worked.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

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ENGI0450-002 04/01/2014		
	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Cranes.....	\$ 34.85	9.85
-----		
IRON0084-011 06/01/2023		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13
-----		
IRON0482-012 06/01/2023		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.35	7.73
-----		
PLUM0286-009 06/05/2023		
	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 34.15	15.77
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 34.15	15.77
-----		
SFTX0669-002 04/01/2024		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.15	23.88
-----		
SHEE0067-006 07/03/2023		
	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 30.24	15.89
-----		
* SUTX2014-030 07/21/2014		
	Rates	Fringes

BRICKLAYER.....	\$ 20.86		0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 14.00 **		0.00
CARPENTER (Form Work Only).....	\$ 15.62 **		0.05
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 13.99 **		0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.71 **		0.00
DRYWALL FINISHER/TAPER.....	\$ 16.96 **		4.34
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 14.00 **		0.00
ELECTRICAL INSTALLER (Sound and Communication Systems Only)Excludes Wiring.....	\$ 12.50 **		0.65
ELECTRICIAN, Excludes Low Voltage Wiring.....	\$ 24.00		3.66
FLOOR LAYER: Carpet.....	\$ 21.88		0.00
GLAZIER.....	\$ 12.83 **		0.00
IRONWORKER, REINFORCING.....	\$ 12.27 **		0.00
LABORER: Common or General.....	\$ 10.43 **		0.00
LABORER: Mason Tender - Brick...	\$ 11.00 **		0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.85 **		0.00
LABORER: Pipelayer.....	\$ 12.45 **		0.00
LABORER: Roof Tearoff.....	\$ 11.28 **		0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.43		3.49
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.00 **		0.00
OPERATOR: Bulldozer.....	\$ 14.00 **		0.00
OPERATOR: Drill.....	\$ 14.50 **		0.00

OPERATOR: Forklift.....	\$ 15.68 **	0.00
OPERATOR: Grader/Blade.....	\$ 19.30	0.00
OPERATOR: Loader.....	\$ 14.00 **	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 11.25 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 18.76	6.35
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 21.58	2.88
ROOFER.....	\$ 12.00 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 17.84	3.26
TILE FINISHER.....	\$ 11.32 **	0.00
TILE SETTER.....	\$ 15.38 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11
WATERPROOFER.....	\$ 16.30 **	0.06

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WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher  
 minimum wage under Executive Order 14026 (\$17.20) or 13658  
 (\$12.90). Please see the Note at the top of the wage  
 determination for more information. Please also note that the  
 minimum wage requirements of Executive Order 14026 are not  
 currently being enforced as to any contract or subcontract to  
 which the states of Texas, Louisiana, or Mississippi, including

their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:



Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

The OWNER's design professional as outlined in Article 9 of the General Conditions:

Engineer/Architect (E/A):

Name: Kevin Herron, AIA  
Company: Herron Design Studio  
Address: 101 Hays Street, Suite 409, Dripping Springs, Texas 78620  
Phone: 512-858-9889  
E-mail: [kevinherron@austin.rr.com](mailto:kevinherron@austin.rr.com)

The designated representative of the OWNER as outlined in Article 8 of the General Conditions:

Owner's Representative:

Name: Chad Gilpin, PE – City Engineer  
Company: City of Dripping Springs  
Address: 511 Mercer Street, Dripping Springs, Texas 78620  
Phone: 512-220-8100  
E-mail: [cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com)

**DIVISION D**  
**CONDITIONS OF THE CONTRACT**

## GENERAL CONDITIONS OF THE CONTRACT

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**ARTICLE 1 – DEFINITIONS**

Whenever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Addendum** - Written instruments issued by the Contract Awarding Authority which clarify, correct or change the bidding requirements or the Contract Documents prior to the Due Date. "Addenda" is the plural form of Addendum.
- 1.2 Alternative Dispute Resolution** - The process by which a disputed Claim may be settled if the OWNER and the CONTRACTOR cannot reach an agreement between themselves, as an alternative to litigation.
- 1.3 Bid** - A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant Contract.
- 1.4 Bidder** - A person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 1.5 Bid Documents** - The advertisement or Invitation for Bids, instructions to Bidders, the Bid form, the Contract Documents and Addenda.
- 1.6 Calendar Day** - Any day of the week; no days being excepted. Work on Saturdays, Sundays, and/or Legal Holidays shall be coordinated with OWNER.
- 1.7 Change Directive** - A written directive to CONTRACTOR, signed by OWNER, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.
- 1.8 Change Orders** - Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.
- 1.9 Claim** - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
- 1.10 Contract** - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.
- 1.11 Contract Amount** - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.
- 1.12 Contract Awarding Authority** - A City department authorized to enter into Contracts on behalf of the City.
- 1.13 Contract Documents** - Project Manual, Drawings, Addenda and Change Orders.
- 1.14 Contract Time** - The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.
- 1.15 CONTRACTOR** - The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.

- 1.16 Critical Path** - The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.
- 1.17 Drawings** - Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.
- 1.18 Due Date** - The date and time specified for receipt of Bids.
- 1.19 Engineer/Architect (E/A)** - The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.
- 1.20 Equal** - The terms "equal" or "approved equal" shall have the same meaning.
- 1.21 Execution Date** - Date of last signature of the parties to the Agreement.
- 1.22 Field Order** - A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.
- 1.23 Final Completion** - The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.
- 1.24 Force Account** - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.
- 1.25 Inspector** - The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.
- 1.26 Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.
- 1.27 Legal Holidays**
  - 1.27.1** The following are recognized by the OWNER:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
  - 1.27.2** If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 1.27.3** Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.
- 1.28 Milestones** - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.29 Notice to Proceed** - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- 1.30 OWNER** - City of Dripping Springs, Texas, a municipal corporation, general law, Type A city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Council's designee, officers, agents or employees to administer design and construction of the Project.
- 1.31 Owner's Representative** - The designated representative of the OWNER.
- 1.32 Partial Occupancy or Use** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.
- 1.33 Project** - The subject of the Work and its intended result.
- 1.34 Project Manual** - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.
- 1.35 Resident Project Representative** - The authorized representative of E/A who may be assigned to the site or any part thereof.
- 1.36 Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.
- 1.37 Specifications** - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.
- 1.38 Solicitation** - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.
- 1.39 Substantial Completion** - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.
- 1.40 Subcontractor** - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.
- 1.41 Sub-Subcontractor** - A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.
- 1.42 Superintendent** - The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.

- 1.43 Supplemental General Conditions** - The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.
- 1.44 Supplier** - An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 1.45 Time Extension Request** - An approved request for time extension on a form acceptable to OWNER.
- 1.46 Work** - The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.
- 1.47 Working Day** - Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.
- 1.48 Working Hours**
  - 1.48.1 Working Day Contract:** All Work shall be done between 7:00 a.m. and 5:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
  - 1.48.2 Calendar Day Contract:** All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.49 Written Notice** - Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

**ARTICLE 2 - PRELIMINARY MATTERS**

- 2.1 Delivery of Agreement, Bonds, Insurance, etc.:** Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.
- 2.2 Copies of Documents:** OWNER shall furnish to CONTRACTOR with digital copies of the Contract Documents unless otherwise specified. CONTRACTOR will be responsible for furnishing hardcopies for CONTRACTOR and subcontractor use.
- 2.3 Commencement of Contract Times; Notice to Proceed:** The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any



time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

**2.4 Before Starting Construction:**

**2.4.1** No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.

**2.4.2** It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than three working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:

- .1** A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;
- .2** An organizational chart showing the principals, management personnel, Superintendent and project manager who will be involved with the Work, including each one's responsibilities for the Work;
- .3** A preliminary schedule of Shop Drawing and sample submittals;
- .4** A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;
- .5** If applicable, an excavation safety system plan;
- .6** If applicable, a plan illustrating proposed locations of temporary facilities;

- .7 A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor; and
- .8 Appropriate safety training certificates for workers that will initially be on site.
- 2.4.3 Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.
- 2.5 **Preconstruction Conference:** Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Contract documents.
- 2.6 **Initially Acceptable Schedules:** Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals.

**ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

**3.1 Intent:**

**3.1.1** The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

- Signed Agreement
- Addendum to the Contract Documents, including approved changes
- Supplemental General Conditions
- General Conditions
- Other Bidding Requirements and Contract Forms
- Special Provisions to the Standard Technical Specifications
- Special Specifications
- Standard Technical Specifications
- Drawings (figured dimensions shall govern over scaled dimensions)
- Project Safety Manual (if applicable),

with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

**3.1.2** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

- 3.2 Reporting and Resolving Discrepancies:** If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.
- 3.3 Amending and Supplementing Contract Documents:**
- 3.3.1** The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
- .1 Change Order.
  - .2 Change Directive.
  - .3 Time Extension Request.
- 3.3.2** In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
- .1 Field Order.
  - .2 Review of a Shop Drawing or sample.
  - .3 Written interpretation or clarification.
- 3.4 Reuse of Documents Prohibited:** CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and E/A.
- 3.5** In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

**ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS**

- 4.1 Availability of Lands:** The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access. CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.
- 4.2 Subsurface and Physical Conditions:**

- 4.2.1** CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.
- 4.2.2** CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.
- 4.2.3** Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. **CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.
- 4.2.4** CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and Texas Historical Commission. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State

of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

**4.3 Reference Points:** All control lines and benchmarks suitable for use in layout will be furnished by CONTRACTOR, unless otherwise specified. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

**4.4 Hazardous Materials:**

**4.4.1** CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

**4.4.2** CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

**4.4.3** The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.

**4.4.4** Hazardous material definitions and procedures.

**.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.

**.2** Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

**.3** CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.

- .4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
  - .5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. **CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.**
- 4.4.5 CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

ARTICLE 5 - BONDS AND INSURANCE

**5.1 Surety and Insurance Companies:** All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding \$100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

**5.2 Workers' Compensation Insurance Coverage:**

**5.2.1** Definitions:

- .1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
- .2 Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.
- .3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, leasing companies, motor

carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 5.2.2** CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.
- 5.2.3** CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.
- 5.2.4** If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.
- 5.2.5** CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:
  - .1** A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - .2** No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 5.2.6** CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- 5.2.7** CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 5.2.8** CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 5.2.9** CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:
  - .1** Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - .2** Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - .3** Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

- .4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - .5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
  - .6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
  - .7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 5.2.10** By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 5.2.11** CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.
- 5.3 Other Bond and Insurance Requirements:** For additional insurance requirements, refer to Division C.
- 5.4 Bonds:**
  - 5.4.1** General.
    - .1 Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
    - .2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
    - .3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do



business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

**5.4.2 Performance Bond.**

- .1** If the Contract Amount exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond.
- .2** If the Contract Amount exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .3** If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .4** If a Performance Bond is required to be furnished, it shall extend for the two (2) year warranty period.

**5.4.3 Payment Bond.**

- .1** If the Contract Amount exceeds \$50,000, CONTRACTOR shall furnish OWNER with a Payment Bond.
- .2** If the Contract Amount is less than or equal to \$50,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.

**5.4.4 Maintenance Bond.**

- .1** Before final payment and acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond to assure the quality of the materials and workmanship, and maintenance of all required improvements including the OWNER'S costs for collecting the guarantee of funds and administering the correction and/or replacement of covered improvements.
- .2** The maintenance bond shall be satisfactory to the OWNER as to form, sufficiency, and manner of execution.
- .3** Said bond shall be in an amount equal to one hundred percent (100%) of the cost of improvements verified by the ENGINEER and shall run for a period of two (2) calendar years measured from the date of final acceptance.
- .4** In an instance where a maintenance bond has been posted and a defect or failure of any required improvements occurs within the period of coverage, the OWNER shall require that the improvements be repaired or replaced by the CONTRACTOR who issued the bond. If the improvements or repairs are not

completed in what the OWNER deems to be a timely manner, the OWNER may declare said bond to be in default and require that improvements be repaired or replaced by the bonding company.

- .5 Whenever a defect or failure of any required improvement occurs within the period of coverage, OWNER may require that a new maintenance bond be posted for a period of two (2) full calendar years sufficient to cover the corrected defect or failure.

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

### **6.1 Supervision and Superintendence:**

**6.1.1** CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

**6.1.2** CONTRACTOR shall have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.

- .1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.
- .2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.
- .3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

### **6.2 Labor, Materials and Equipment:**

- 6.2.1** CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project.
- 6.2.2** Unless otherwise specified in the contract documents, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.2.3** All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- 6.2.4** Substitutes and "Approved Equal" Items:
- .1** Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted by CONTRACTOR, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, to E/A through Owner's Representative under the following circumstances:
    - .1.1** "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of

- proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.
- .1.2** Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefore.
  - .2** Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items.
  - .3** E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.
  - .4** CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.
  - .5** The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.
- 6.2.5** CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.
- 6.3 Progress Schedule:** Unless otherwise provided in the contract documents, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:
- 6.3.1** CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract

Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the contract documents applicable thereto.

**6.3.2** Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

**6.4 Concerning Subcontractors, Suppliers and Others:**

**6.4.1** Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.

**6.4.2** Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

**6.4.3** CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A. The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all purposes to have provided in its contracts with major Subcontractors or Suppliers on the Project (those contracts of more than \$10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.

**6.4.4** CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just

as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

- 6.4.5** CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.
- 6.4.6** The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.
- 6.4.7** CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.
- 6.4.8** To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

**6.5 Patent Fees and Royalties:**

- 6.5.1** CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.
- 6.5.2** CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.
- 6.5.3** **CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection**

**therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.**

**6.5.4** OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

**6.6 Permits, Fees:** Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

**6.7 Laws and Regulations:**

**6.7.1** CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

**6.7.2** Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

**6.7.3** If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

**6.7.4** This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

As applicable based TCEQ requirements related to project size and area of disturbance CONTRACTOR shall be responsible for:

- .1** Prepare Storm Water Pollution Prevention Plan (SWPPP).
- .2** CONTRACTOR shall file the Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). CONTRACTOR shall pay the TPDES storm water application fee.
- .3** Posting of TCEQs "Construction Site Notice" near the main entrance of the work.
- .4** Inspection and Maintenance of all erosion/sedimentation controls.
- .5** Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other

best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.

.6 .Upon completion of the Work, provide TPDES records to OWNER."

**6.8 Taxes:**

**6.8.1** CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.

**6.8.2** OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

**6.9 Use of Premises:**

**6.9.1** CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.**

**6.9.2** During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

**6.9.3** CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.



**6.10 Record Documents:** CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.5) in good order and annotated to show all changes made during construction. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

**6.11 Safety and Protection:**

**6.11.1** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- .1 all persons on the Work site or who may be affected by the Work;
- .2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- .3 other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

**6.11.2** CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational

Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

- 6.11.3** Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to a company executive, not an on site project manager. Upon request of OWNER, CONTRACTOR shall provide certifications or other acceptable documentation of the Safety Representative's qualifications.
- 6.11.4** Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.
- 6.11.5** Emergencies:
  - .1** In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.
  - .2** Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as

necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

- .3 In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

**6.12 Continuing the Work:** CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

**6.13 CONTRACTOR's General Warranty and Guarantee:**

**6.13.1** CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

- .1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- .2 normal wear and tear under normal usage.

**6.13.2** CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

- .1 observations by Owner's Representative and/or E/A;
- .2 recommendation of any progress or final payment by Owner's Representative;
- .3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- .4 use or occupancy of the Work or any part thereof by OWNER;
- .5 any acceptance by OWNER or any failure to do so;
- .6 any review of a Shop Drawing or sample submittal;
- .7 any inspection, test or approval by others; or
- .8 any correction of defective Work by OWNER.

**6.14 INDEMNIFICATION:**

**6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and**

**other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:**

- .1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and**
- .2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such INDEMNIFIED PARTY by laws and regulations regardless of the negligence of any such person or entity.**

**In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.**

- 6.14.2** The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 6.14.3** The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners, employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.
- 6.14.4** In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or

otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.

**6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.**

**6.15 Survival of Obligations:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

**6.16 Losses from Natural Causes:** Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.

**6.17 Notice of Claim:** Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within ninety (90) calendar days of the event giving rise to such injury or damage. The provisions of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

**6.18 Liquidated Damages:** CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

ARTICLE 7 - OTHER WORK

**7.1** OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefore, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.

**7.2** CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

**7.3** If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and

promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

- 7.4** OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.
- 7.5** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

**ARTICLE 8 - OWNER'S RESPONSIBILITIES**

- 8.1** Prior to the start of construction, OWNER will designate a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.
- 8.2** OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 8.3** OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.
- 8.4** Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.
- 8.5** The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).
- 8.6** **Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents

or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

## ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

### **9.1 E/A's Authority and Responsibilities:**

**9.1.1** The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.

**9.1.2** E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

**9.1.3** E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

**9.1.4** If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

**9.1.5** The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.

**9.2 E/A assisting Owner's Representative:** E/A will assist the Owner's Representative designated under paragraph 8.1 during the construction period. The duties and responsibilities and the limitations of authority of E/A in assisting the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and E/A. E/A shall not have the authority to bind the Owner as that authority lies with the Owner's representative, but E/A may communicate on behalf of Owner in all Project matters.

**9.3 Visits to Site:** If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe

as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1 and 9.2.

- 9.4 Resident Project Representative:** If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1, 9.2 and Division C. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.
- 9.5 Clarifications and Interpretations:** E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefore as provided in Article 11 or 12.
- 9.6 Rejecting Defective Work:** E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9.7 Shop Drawings:** Refer to Contract documents for E/A's authority concerning Shop Drawings.

## ARTICLE 10 - CHANGES IN THE WORK

### **10.1 Changes:**

- 10.1.1** Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.
- 10.1.2** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR's proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner's Representative, including impacts to the approved Progress Schedule, unless Owner's Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10)



Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner's Representative within seven (7) Calendar Days, unless Owner's Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.

**10.1.3** CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.

**10.1.4** Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR's opinion, will result in a change in the Contract Amount and/or Contract Times.

**10.1.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

**10.2 Change Orders:**

**10.2.1** OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:

- .1 a change in the Work;
- .2 the amount of the adjustment in the Contract Amount, if any; and
- .3 the extent of the adjustment in the Contract Time, if any.

**10.2.2** An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

**10.3 Change Directives:**

**10.3.1** Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.

**10.3.2** If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.

**10.3.3** A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.

**10.3.4** Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

**10.4 Field Order:**

**10.4.1** Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.

**10.4.2** If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

**10.5 No Damages for Delay: CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN ADJUSTMENT IN CONTRACT PRICE FOR ANY EVENT OF DELAY. CONTRACTOR'S SOLE REMEDY FOR ANY DELAY SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME.**

**ARTICLE 11 - CHANGE OF CONTRACT AMOUNT**

**11.1** The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.

**11.2** The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.

**11.3** The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.

**11.4 Determination of Value of Work:**

**11.4.1** The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:

- .1 by application of unit prices contained in the Contract Documents to the quantities of the items involved.
  - .2 by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.
  - .3 by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).
  - .4 No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3
- 11.4.2** Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.
- 11.5 Cost of Work:** If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:
- 11.5.1** For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.
  - 11.5.2** CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.
  - 11.5.3** For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by Equipment Watch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be

allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

- 11.5.4** The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

**11.6 Unit Price Work:**

- 11.6.1** Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).
- 11.6.2** When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.
- 11.6.3** Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- 11.6.4** A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or \$50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.
- 11.6.5** OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:
- .1** the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or
  - .2** CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

**ARTICLE 12 - CHANGE OF CONTRACT TIMES**

**12.1 Working Day and Calendar Day Contracts:**

- 12.1.1** The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.
- 12.1.2** When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.
- 12.1.3** When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.
- 12.1.4** OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:
  - .1** Changes ordered in the work which justify additional time.
  - .2** Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:
    - a)** Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.
    - b)** If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.

- c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).
  - d) Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).
  - e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).
- .3 When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.
- .4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

**12.2 Calendar Day Contracts:**

**12.2.1** Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Dripping Springs, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.

**12.2.2** "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.

**12.2.3** Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Dripping Springs, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January	5 days	July	4 days
February	4 days	August	4 days
March	5 days	September	5 days
April	4 days	October	5 days
May	5 days	November	4 days
June	6 days	December	4 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

**12.2.4** CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days

allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

## ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK

**13.1 Notice of Defects:** Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.

**13.2 Access to Work:** OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

### **13.3 Tests and Inspections:**

**13.3.1** CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

**13.3.2** OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:

- .1 for inspections, tests or approvals covered by paragraph 13.3.3 below;
- .2 that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;
- .3 for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and
- .4 as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.

**13.3.3** If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.

**13.3.4** CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

### **13.4 Uncovering Work:**

**13.4.1** If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative,

or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.

**13.4.2** If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

**13.5 OWNER May Stop the Work:**

**13.5.1** If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

**13.5.2** If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

**13.6 Correction or Removal of Defective Work:** If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

**13.7 Warranty period:**

**13.7.1** If within two year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

- (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and
- (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and



all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

**13.7.2** In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.

**13.7.3** If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.

**13.7.4** The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

**13.8 Acceptance of Defective Work:** If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

**13.9 OWNER May Correct Defective Work:** If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

**ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

**14.1 Application for Progress Payment:**

- 14.1.1** No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 14.1.2** Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.
- 14.1.3** Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.
- 14.1.4** If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.
- 14.1.5** Where the original Contract Amount is less than \$400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is \$400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.
- 14.1.6** Applications for Payment shall include the following documentation:
  - .1** updated Progress Schedule;
  - .2** monthly subcontractor report;
  - .3** any other documentation required under the Supplemental General Conditions.

**14.2 CONTRACTOR's Warranty of Title:** CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

**14.3 Review of Applications for Progress Payment:**

**14.3.1** Owner's Representative will, within ten (10) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

**14.3.2** Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

- .1 the Work has progressed to the point indicated; and
- .2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

**14.3.3** By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

- .1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;
- .2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;
- .3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or
- .4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

**14.4 Decisions to Withhold Payment:**

**14.4.1** OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

- .1 defective Work not remedied;
- .2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;
- .3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

- .5 damage to OWNER or another contractor;
  - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - .7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;
  - .8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;
  - .9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;
  - .10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;
  - .11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;
  - .12 failure of CONTRACTOR to submit monthly subcontractor reports;
  - .13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
  - .14 failure of CONTRACTOR to comply with any provision of the Contract Documents.
- 14.4.2** When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.
- 14.5 Payment Becomes Due:** Thirty days after presentation of the Application for Payment to Owner with E/A's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- 14.6 Arrears:** No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.
- 14.7 Substantial Completion:**
- 14.7.1** When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as Incomplete) and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish

responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

**14.7.2** If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing, such costs to be set off against subsequent payments or memorialized in a Change Order.

**14.7.3** OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

**14.8 Partial Utilization:** Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

**14.8.1** OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.

**14.8.2** Such partial utilization is authorized by public authorities having jurisdiction over the Work.

**14.9 Final Inspection:** Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

**14.10 Final Application for Payment:** CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

**14.10.1** Affidavit by CONTRACTOR certifying the payment of all debts and claims;

- 14.10.2** Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;
- 14.10.3** Record documents (as provided in paragraph 6.10);
- 14.10.4** Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;
- 14.10.5** Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;
- 14.10.6** Any other documentation called for in the Contract Documents.

**14.11 Final Payment and Acceptance:**

- 14.11.1** If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.
- 14.11.2** If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the two-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the two-year warranty period.
- 14.11.3** Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.
- 14.11.4** The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:
  - .1** CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii) CONTRACTOR and the claimant have certain alternative dispute resolution rights; and
  - .2** CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

**14.12 Waiver of Claims:** The making and acceptance of final payment will constitute:

**14.12.1** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

**15.1 OWNER May Suspend Work Without Cause:** At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefore as provided in Articles 11 and 12.

**15.2 OWNER May Terminate Without Cause:** Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

**15.2.1** for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

**15.2.2** for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

**15.2.3** other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

**15.3 OWNER May Terminate With Cause:**

**15.3.1** Upon the occurrence of any one or more of the following events:

**.1** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;

- .2 if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;
- .3 if CONTRACTOR disregards the authority of Owner's Representative;
- .4 if CONTRACTOR makes fraudulent statements;
- .5 if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;
- .6 if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or
- .7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER.

**15.3.2** Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all future Bids submitted by CONTRACTOR.

**15.4 CONTRACTOR May Stop Work or Terminate:** If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract



Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

- 15.5 Discretionary Notice to Cure:** In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.
- 15.6 Bankruptcy:** If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.
- 15.7 Duty to Mitigate:** In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.
- 15.8 Responsibility during Demobilization:** While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

## ARTICLE 16 - DISPUTE RESOLUTION

### **16.1 Filing of Claims:**

- 16.1.1** Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.
- 16.1.2** Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional

supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

**16.2 Alternative Dispute Resolution:**

**16.2.1** If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.

**16.2.2** Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR’S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

**16.2.3 Mediation:**

**.1** If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.

**.2** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise.

**16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier:** If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful,

mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

**16.4 RESERVED**

ARTICLE 17 – MISCELLANEOUS

**17.1 Venue: In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Hays County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.**

**17.2 Extent of Agreement:** This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

**17.3 Cumulative Remedies:** The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.

**17.4 Severability:** If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

**17.5 Independent Contractor:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

**17.6 Prohibition of Gratuities:** OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to this provision, OWNER shall be entitled, in addition to any other rights and remedies, to

recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

**17.7 Prohibition Against Personal Interest in Contracts:** No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

**17.8 OWNER'S Right to Audit:**

**17.8.1** Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 original estimates and estimating work sheets;
- .5 correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 back charge logs and supporting documentation;
- .8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;
- .10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

**17.8.2** CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.

**17.8.3** CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to

OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

**17.8.4** CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

**17.8.5** CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.

**17.9 Survival:** The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.

**17.10 No Waiver:** The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.

**17.11 Conditions Precedent to Right to Sue.** Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.

**17.12 Waiver of Trial by Jury.** OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

**End of Document**

## **DIVISION E**

# **TECHNICAL SPECIFICATIONS**

See plan sheets. All construction shall be governed by the adopted set of building codes as listed below and any local amendments found in Dripping Springs' Technical and Construction Standards as listed in the codes and standards article of the City Code of Ordinances.

2018 International Building Code (IBC)  
2018 International Plumbing Code (IPC)  
2018 International Fuel Gas Code (IFGC)  
2018 International Fire Code (IFC)  
2023 National Electric Code (NEC)



**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:** 17 September, 2024

**Agenda Item Wording:** **Public Hearing and consideration of an Ordinance of the City of Dripping Springs, Texas amending the Code of Ordinances, Chapter 24: Building Regulations: Article 24.02. Technical and Construction Codes and Standards: Division 2. Residential Building Code, and Division 3. Commercial Building Code and Existing Building Code; Facilitating the Acceptance of Design Engineer Inspections for Engineered Foundation Systems.**

**Agenda Item Sponsor:** Mayor Bill Foulds

**Summary/Background:** This code amendment seeks to streamline the inspection process for foundations where the design and pre-pour/ post-pour inspections are sealed by a Professional Engineer registered in the State of Texas.

**Background:**

In our efforts to best serve our community, we have closely examined the existing procedures for engineered foundations and have found opportunities for optimization. All foundations receive a comprehensive inspection including structural and non-structural elements, to ensure compliance with safety regulations. In addition to the city's inspection, the Design Engineer conducts the same inspections of the structural components. This inspection is a crucial step in the construction process, aimed at detecting and rectifying any issues before concrete is poured. However, sequencing the inspections of two equally qualified inspectors and the concrete company with the potential for rain or beam collapses often causes delays of weeks to months.

**Proposal:**

We propose amending our existing code to remove structural components from the city inspection in cases where the foundation design, pre-pour inspection, and post-pour observations are all sealed by a Professional Engineer registered in the State of Texas. In such instances, the inspection process can be made more efficient by replacing the duplicative foundation pre-pour inspection with a plumbing and electrical inspection.

**Conclusion:**

In conclusion, the proposed code amendment offers a practical approach aimed at improving efficiency and reduce costs without compromising safety or standards.

We recommend the City Council's approval of this ordinance, recognizing its potential to significantly improve the effectiveness and efficiency of our inspection services and ultimately benefit the residents and stakeholders of Dripping Springs.

**Commission  
Recommendations:**

**Recommended  
Council Actions:** Approval

**Attachments:** Foundation costs email to Building Official  
Proposed changes to adopted codes  
Proposed changes to ordinance  
Proposed Residential builder information packet

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



**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2024-\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 24: BUILDING REGULATIONS: ARTICLE 24.02. TECHNICAL AND CONSTRUCTION CODES AND STANDARDS; DIVISION 2. RESIDENTIAL BUILDING CODE, AND DIVISION 3. COMMERCIAL BUILDING CODE AND EXISTING BUILDING CODE; FACILITATING THE ACCEPTANCE OF DESIGN ENGINEER INSPECTIONS FOR ENGINEERED FOUNDATION SYSTEMS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

**WHEREAS,** the City desires to lessen the permitting requirements for small accessory structures; and

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

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

**WHEREAS,** pursuant to Texas Local Government Code Chapters 214 and 216, to protect the public health, safety, and welfare, the International Residential Code of One- and Two-Family Dwellings of 2018, the International Building Code of 2018, and the International Existing Building Code of 2018 were adopted as the municipal residential and commercial building codes in this state; and

**WHEREAS,** the inspection process for structural components where the foundation design, pre-pour inspection, and post-pour observations are sealed by a Professional Engineer registered in the State of Texas can be made more efficient by replacing the duplicative foundation pre-pour inspection with a plumbing and electrical rough inspection; and

**WHEREAS,** the City seeks to amend the Building Code Ordinance as it relates to accessory units to facilitate the acceptance of design engineer inspections for engineered foundation systems; and

**WHEREAS,** City Council recognizes the potential of the proposed amendments to significantly improve and benefit the residents and stakeholders of Dripping Springs without compromising safety standards;

**WHEREAS,** the proposed building code amendment has been reviewed by City staff, including the City's Building Official, with the consensus being that the proposed changes are consistent with best building practices and consistent with the International Residential Code and International Building Code; and

**WHEREAS,** after public hearing held by the City Council on \_\_\_\_\_, 2024, the City Council voted to approve the proposed amendment; and

**WHEREAS,** the City Council finds that it is necessary and proper for the protection of the welfare, health, peace, temperance, and safety of the City of Dripping Springs to adopt an ordinance amending regulations of sheds.

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

Chapter 24, Article 24.02 of the Building Regulations of the Dripping Springs Code of Ordinances is hereby amended to read in accordance with *Attachment "A"* and which is attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Additions to the Ordinance text are double-underlined and deletions are struck-through.

**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. CODIFICATION**

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

**6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage and publication.

**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 Chapter 52 of the Texas Local Government Code.

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

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

## ATTACHMENT "A"

## CHAPTER 24: BUILDING REGULATIONS

## ARTICLE 24.02. -TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

## DIVISION 2. RESIDENTIAL BUILDING CODE

**Sec. 24.02.067. Local Amendments.**

Local amendments to the 2018 edition of the International Residential Code for One- and Two-Family Dwellings shall include:

Section 109.1 shall read:

**R109.1.1 Foundation inspection.**

Inspection of the foundation shall be made after poles or piers are set or trenches or basement areas are excavated and any required forms erected and any required reinforcing steel is in place and supported prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations. Engineered foundation system inspections are the responsibility of the Design Engineer.

Add subsection R402.5 to read as follows:

**R402.5 Engineered foundation systems.**

Engineered foundation system inspections are the responsibility of the Design Engineer.

**Sec. 24.02.067-24.02.120-. Reserved.**

## DIVISION 3. COMMERCIAL BUILDING CODE AND EXISTING BUILDING CODE

**Sec. 24.02.125. Local amendments.**

Local amendments to the 2018 edition of the International Building Code and, *mutatis mutandis*, to the 2018 edition of the International Existing Building Code, shall include:

~~(a) Section 403.1 shall include an additional exception to read as follows:~~

~~For occupancy loads 100 or fewer, a bubbler or bottled water station may be provided in place of a hi/lo drinking fountain as required by section 403.1 and International Building Code chapter 29.~~

(a) Section 110.3.1 shall read:

**110.3.1 Footing and foundation inspection.**

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C94, the concrete need not be on the job. Engineered foundation system inspections are the responsibility of the Design Engineer.

(b) Add section 1811 to read as follows:

**Section 1811 Engineered foundation systems.**

**1811.1 General.**

Structural components of engineered foundation systems will not be inspected by the city. The Design Engineer shall provide stamped pre-pour and post-pour observation approval letters.

(c) Section 2902.1 shall read:

**2902.1 Minimum number of fixtures.**

Plumbing fixtures shall be provided in the minimum number as shown in Table 2902.1 based on the actual size of the building or space. Uses not shown in Table 2902.1 shall be considered individually by the code official. The number of occupants shall be determined by this code.

**Exception:** For occupancy loads 100 or fewer, a bubbler or bottled water station may be provided in place of a hi/lo drinking fountain as required by section 403.1 of the International Plumbing Code and chapter 29 of the International Building Code.



# DRIPPING SPRINGS Texas



## RESIDENTIAL BUILDER INFORMATION PACKET

## WHAT WORK REQUIRES A PERMIT?

Any building or structure that is to be erected, constructed, enlarged, altered, repaired, moved, removed, converted, or demolished requires a building permit from the City of Dripping Springs. Cosmetic work, such as painting or carpeting a floor, does not require a permit. If you are unsure that a permit is needed, it is recommended for you to contact the Building Department. If you have been told that a permit is not required, it is always best to call before you proceed with any development or construction activity to prevent being charged penalty fees. Penalty fees can be 2-3 times the typical permitting fees.

## AREAS OF JURISDICTION FOR BUILDING PERMITTING:

The City of Dripping Springs has a unique area of jurisdiction. Permits are required for all properties:

1. Within the Corporate City Limits.
2. Limited Purpose City Limits
  - a. Ledgestone Commercial
  - b. Belterra Commercial
3. All Development Agreements in the ETJ
  - a. Anarene/Double L
  - b. Caliterra
  - c. Carter
  - d. Driftwood Creek
  - e. Driftwood Golf & Ranch
  - f. Headwaters
  - g. Parten Ranch
  - h. Reunion Ranch
  - i. Westwood

## REFERENCE MAP [HERE](#)

The plan review process consists of checking the completeness of your proposed construction plan. Staff will verify that your project complies with our Zoning Ordinances, Building Codes, and Development Agreement regulations (if applicable). This review takes place prior to any permits being issued. Before applying for Building Permits, ensure all other permitting requirements such as Onsite Sewage Facilities, County

Floodplain, variances, or conditional use permits have been applied for. ***Dripping Springs will be transitioning to a new vendor for permitting software – this document will be updated once the URL is available.***

## **RESIDENTIAL PLAN REVIEW**

During plan review, staff will verify that the proposed new construction complies with the Zoning Ordinance Development Agreement regulations, and the 2018 International Residential Code. Below is a list of requirements needed for the city to conduct a review on a new residential structure. Application and plans will not be accepted if any the following required documents or information are not presented at the time of submission:

### 1. Residential Building Permit Application

- a. Area Manager or Superintendent contact info required under "General Contractor Information".
- b. Property must be 911 addressed by Hays County GIS & 911 Addressing Division.

### 2. Construction Plan Set

- a. Plan cover sheet including sheet index/index of drawings, design criteria, address, model name/number, selected options, and elevations (X out unused options).
- b. To Scale Site Plan/Survey. Site plan/survey must include:
  - i. Legal description, lot & block, subdivision, lot dimensions; ii. Dimensions of the proposed residence to property lines, setbacks lines, all easements;
  - iii. Location of all utilities (i.e., water meter, water & wastewater service lines, Onsite Sewage Facilities); and
  - iv. Driveway location(s), including width & type of pavement material to be used.
    1. Driveway approach must follow the City of Dripping Springs Technical Construction Standards and Specifications (TCSS) Manual.
  - v. Impervious cover calculations (area covered by building, driveway, sidewalks, and any other impervious improvements) must be shown on the plans.
  - vi. Drainage flow (hand drawn on site plan is acceptable).
- c. Architectural plans with exterior elevations and cross-section details, as well as floor plan and area schedules.
- d. Framing & engineered lateral wind bracing design with details and callouts.



- e. Electrical plan with load calculation sheet along with final statement on service ampere size/rating - uploaded to permitting software before FRAME/MEP requested.
- f. Mechanical plans – ACCA Manual J,S and D uploaded to permitting software before FRAME/MEP requested.
- g. Energy Compliance Report complete with checklists - software can be accessed at [www.energycodes.gov](http://www.energycodes.gov).
- h. Attic vent calculations are required unless insulation type is continuous (conditioned attics do not require vents).

If project is on septic, please ensure the Onsite Sewage Facilities permit is applied for separately with the City Sanitarian or the county.

The City of Dripping Springs has an Outdoor Lighting Ordinance adopted with regulations for all exterior lighting. A Residential Lumen Calculation workbook is required – and the project must pass an outdoor lighting inspection prior to obtaining a Certificate of Occupancy.

A passed Building Final Inspection report DOES NOT close a construction project, nor does it represent a Certificate of Occupancy. Any project where a residence is occupied prior to issuance of a Certificate of Occupancy will incur an **Unauthorized Occupancy Fee of \$750**. This balance is to be paid before issuance of the Certificate of Occupancy and closing of the project.

## SUBMITTAL & REVIEW PROCESS

Plan review begins after payment of the applicable fees has been made. The project will be reviewed by City Staff, city consultants, and/or a 3rd party plan reviewer. Each reviewer may issue comments requiring the applicant to modify and resubmit plans or provide additional information. After the project is approved by all departments, the permit will be issued for construction.

- 1) Application Submitted to Dripping Springs Building Department online via permitting software.
  - a) Jurisdiction has up to 5 business days to ACCEPT a permit application.
  - b) Incomplete applications will be returned. A permit technician will email/call to explain what revisions are needed before the process can resume.
  - c) If the application is not within the City’s jurisdiction for building permitting, the Building Department will REJECT the application. Note - some projects may require a site development permit from our Planning Department, but due to location, will not require building permits or inspections from the city.

- 2) Application ACCEPTED, Project Number Assigned, & Invoice Sent:
  - a) Jurisdiction will issue invoice with all applicable project fees.
- 3) Applicant must pay all project fees included in the invoice for the project:
  - a) After payment, jurisdiction has up to 3 business days to issue receipt of payment and initiate Plan Review.
- 4) Plan Review
  - a) Plan Review consists of 2 review categories:
    - i) Planning & Zoning compliance
    - ii) Building Code compliance.
  - b) Jurisdiction has up to 12 business days to provide consolidated comments or approval. Comments will not be issued until all plan reviews are complete. Permit Technician will not provide partial comments.
- 5) If comments are provided, a Review Comment Letter will be issued to the applicant on file via MGO automated email – (If approved, after 1st plan review skip to step 6):
  - a) Applicant must upload resubmittal files online through the Customer Portal.
  - b) Jurisdiction has 3 business days to accept resubmittal documents and initiate the 2nd Plan Review Process.
    - i) If approved after 2nd plan review is complete, additionally allow jurisdiction 2 business days to issue the Building Permit(s).
- 6) If approved after 1st Plan Review - Permit Technician will issue permit:

## RESIDENTIAL PERMITTING FEES

**7.1 Single Family Dwelling Construction or Improvement of a Residential Building Permit Fees:** Includes fees for Building Permit, Inspections & Plan Review for new construction. Includes move in of existing dwelling, enlargement, remodel, alteration, finish-out, major repair, enclosing garage, carport, deck, balcony, porch, swimming pool, hot tub, spa, etc., and electrical, mechanical, and plumbing work. **New Residential Construction**

<i>Square Footage (S.F.)</i>	<i>Fee</i>
0 – 1,500 S.F.	\$942.00
1,501 – 10,000 S.F.	\$942.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. up to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each

additional S.F. over 10,000 S.F.

**Alteration/Addition for Residential Construction**

<i>Trade Permits</i>	<i>Fees</i>
Building, Mechanical, Electrical, Plumbing, Gas and similar	\$120.00 per trade Fuel
Other project types not listed above	\$192.00 per trade

**7.2 Mobile & Modular Home Move In Permit Fee (includes fee Move In Permit, Inspections & Plan Review): \$450.00**

**7.3 Residential Inspection Fee (for inspections not included in building permit fees): \$100.00**

**7.4 Residential Demolition/Moving Permit Fee: \$100.00**

**7.5 Replacement Permit Fee (lost or damaged): \$25.00**

**7.6 Waiver/Variance Request Fee: \$500.00**

**7.7 Work begun without permit(s) shall be double the normal permit fee amount.**

**7.8 Trade Registration Fees**

**7.8.1** Mechanical, Electrical and Irrigation Master/Contractor Registration: No fee

**7.8.2** Irrigation Installer Registration: \$25.00 annually

**7.9 Residential Swimming Pool Permit Fee: \$450.00**

**7.10 Unauthorized Occupancy Fee (occupying building without certificate of occupancy): \$750.00**

**7.11 Reinspection Fee by City Staff, fees to double with each reinspection (including but not limited to: concrete work, framing, electrical, plumbing, etc.):**

a. First Reinspection: \$50.00

b. Second Reinspection: \$100.00

c. Third Reinspection: \$200.00

d. Any further reinspections beyond the third reinspection are to double in price as demonstrated in 3.7(a) – (c)

## REQUIRED INSPECTIONS AND EXPECTATIONS BEFORE SCHEDULING Temporary Pole Inspection

Review City temporary pole policy.

### Plumbing Rough Inspection

- Printed plans are on-site **and remain throughout the project**. Inspectors can fail the inspection if plans are not present.
- Bedding material shall be dry prior to requesting inspection.
- Air tests are prohibited according to the ICC Plumbing Code and PVC manufacturer's installation instructions. Air is allowed on cast iron.
- Pipes shall be bedded on compacted earth, fine gravel, or similar granular material. Sand or fill material with sharp or large aggregate will not be allowed as pipe bedding.

### Sewer/Water Service Line Inspection

- Bedding material shall be dry and free of rocks prior to requesting inspection.
- Do not backfill trenches before inspection; all pipe joints must be visible.
- Maintain minimum required distance between water service and building sewer lines.
- Private to public sewer connection must be visible at the time of the inspection.

### Pre-pour Electric and Plumbing Inspection

- Form Survey must be uploaded before inspection can be requested.
- Inspection can be called before engineer observation. Conditions must be ready for concrete, ie. steel in place, but structural components will not be inspected. Inspectors will not fail for water or trash in beams.
- Verify FORMS SURVEY has been submitted
- Verify Concrete-Encased Electrode is as per 2023 N.E.C Code and installed in the lower-third of concrete beam and that NO splices are present (at least 5' of conductor above the form board).
- Verify all exposed plumbing PVC has been wrapped/protected.

### Sheathing Inspection/Water Resistive Barrier

- Trash receptacle required to be on-site prior to requesting this inspection and must be maintained throughout construction. Inspections can be cancelled if trash is overtopping the receptacle.
- If using OSB/Plywood/CDX you must first pass the Sheathing nailing Pattern inspection. After passing and wrapping you can request the water resistive barrier inspection. Some systems such as Zip System/T-Ply shall also require a successful fastening inspection prior to a WRB inspection after all penetrations and joints have been sealed.

## Insulation Inspection

- Spray-in foam meets manufacturer's recommendation for minimum clearances from heat sources or combustibles.
- R-Value of installed insulation must match the REScheck indicated values submitted by the builder and all checklist items have been verified.
- Insulation Baffles must be in place at the time of this inspection.

## Drywall Inspection

- Do not Tape & Float before approval of nailing pattern. **Brick Tie/Metal lathe (anytime)**
- The longest wall shall be built-up to four feet high, then request the brick-tie inspection. Structural Lintel (over garage opening) can be inspected in conjunction with this inspection OR at the Frame/MEP combo.
- All metal lathes must be fastened in place prior to requesting inspection. If construction sequence prevents both being ready at the same time, add a note to the inspection request clarifying which item is ready.

## Framing/MEP Combo

- Building shall be DRIED-IN (ALL windows, doors, attic vents, and roof shingles installed) before requesting this inspection.
- ALL trades finished with rough-ins.
- Plumbing vent system under water test by filling the system with water to a height of no less than 5 feet above slab, tub/showers flood tested, water lines pressurized, tub drain boxes are poured-back. • ALL wind bracing engineering components in place.
- ALL fire-stop installed, EXCEPT over the electrical chase above the sub-panel box or electrician MUST de-rate the branch circuit conductors.
- Truss packet at location/Deflection Clips installed as per manufacturer.
- Ensure electrical load centers/panel boxes are not located in engineer brace-walls or in spray-foam insulated wall cavities.
- Pull-down stairs have been installed according to manufacturer specifications, with approved fasteners and weather stripping, or ladder is provided. The Builder is responsible for providing a ladder for inspection of attic components and roof-ceiling construction.
- Attic vents: Intake and exhaust shall be balanced 50/50 to 60/40 - intake/exhaust (calcs shown in the plan). Each roof plane over living space shall have exhaust vents in the upper third. Ridge vents and air hawks cannot be mixed on the same roof plane; mixing products creates short circuiting and can draw moisture into the attic.

## Gas Final

- Class 1A diaphragm gauge minimum. ( Gauges that are maxed-out/in the RED will not be accepted.)
- Propane systems must be finalized at the plumbing rough.
- ALL isolation valves for final equipment must be in place.
- Electrical bonding clamp must be metal-to-metal (remove paint/tape).
- Any exposed rigid gas piping shall be protected from corrosion.

## Electrical Meter Loop

- Service equipment must be completely built out.
- Service equipment must be bonded by conductors or metallic nipples/bonding bushings as directed by P.E.C. and IRC/N.E.C.
- Home or structure must be trimmed-out or blanked off.

## Building MEP Final

- ALL Final documents, inspection reports, and/or testing reports shall be uploaded by the applicant.
- All ancillary finals must be conducted prior to requesting C.O. (irrigation, back-flow). Do not submit the Certificate of Occupancy request for new builds; email the permit technicians and have them review the project for completeness.
- All egress components in place (stairs, guards, handrails etc.).
- ALL instruction manuals for ALL appliances/systems located at the kitchen for verification.
- All Development Agreement stipulations will be verified during the Building MEP Final.
- Permanent Building Address in accordance with the IRC Code is required.

## Irrigation Final Inspection

- Backflow Report indicating DCV has been tested.
- Rain sensor in place.
- Design packet/instruction manual zip-tied at control panel.

## Lighting Final Inspection

- Lumen Calculation Workbook uploaded.
- ALL values must be correct (bulb lumen, fixture counts).

## Items needed for closing out project (C.O.) (T.C.O.)

- Foundation Engineer's Pre-Pour report.
- Foundation Form Survey
- Truss drawings (if used)
- Blower Door Test

- Duct Blast/Duct Leakage Test
- Structural Steel Welding Reports (if applicable) • Structural Steel Bolt Torquing Reports (if applicable)
- All inspections passed.

### **Special Instructions**

- Propane must be tested through a class 1A pressure gauge at plumbing rough.
- Address blocks shall be a minimum of 4-inch-tall numbers – this is a fire/life/safety issue, first responders must be able to ID the address at all times.
- Trades must be registered before inspections are released. Random license checks will be conducted.
- Applicant info must be updated to reflect Builder Rep on-site before permit will be issued.
- CSIs cannot be completed without final fixtures in place. Normally this inspection occurs at the Building Final. CSI forms are filled out by the individual inspector, ask them, not the permit technicians.
- Job address (minimum 4" tall numbers only) must be posted in a physical location and visible from the Right of Way. Inspectors can cancel any inspection if the address is not posted.
- Construction on subsequent phases cannot begin until inspection on current phase has passed or the inspector gives approval to proceed.
- Cancelled inspections must be rescheduled by the applicant. Building Department staff lack permissions to log in from your account.
- Each project shall have a trash receptacle on site; can be man-made and must be emptied if trash is over-topping.
- Port-a-Johns are required every other house on one side of the street (1:4) in subdivisions and every job site where the property is more than .75 acres.

Mr. Shane Pevehouse  
Building Official – Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas

September 29, 2023

Dear Mr. Pevehouse,

My wife and I own properties in Hays County and DSISD. I am also a partner in two concrete construction companies active in Central Texas. We are currently constructing foundations in Drippings Springs. I have built foundations in the Austin area since 1977.

The purpose of this letter is to ask for the city's assistance in keeping foundation construction costs down. As you are aware, the cost of site-built homes has exploded over the last decade. In large part because of governmental regulations, as numerous studies have proven. I respectfully request city leaders consider eliminating the foundation pre-pour inspection.

The city foundation pre-pour inspection does not in any way improve the structural integrity of the foundation, it only increases costs. These inspections are delaying projects at least two, sometimes three days or more, **after the engineer has approved the foundation for concrete placement.**

These delays expose foundations to weather damage at the most vulnerable stage. If a foundation ready for concrete suffers rain damage, the costs for cleanup and extra concrete at the beams and top grade can add up to thousands of dollars. It is common for a weather damaged 3,000 square foot foundation to require one or more additional trucks of concrete, costing over \$1,100.00 per truckload.

As you know, the city does not guarantee the structural integrity of city foundations.

The engineers who design these slabs guarantee their designs and their structural integrity.

No engineer, homebuilder or foundation contractor can afford to be in court settling lawsuits for failed foundations. Engineers must get it right the first time, every time.

It's been my experience that most foundations failures on slabs installed after 1980 are caused by faulty soil analysis, not construction defects. We have installed over 22,000 foundations over the last 46 years. To my knowledge, none have failed because of materials or workmanship. We have never been party to a lawsuit for a failed foundation. It is not because we are good or lucky. It is because the **engineers** are excellent at what they do. Most municipalities who require engineered foundations no longer inspect foundations for this reason. The City of Austin requires engineered foundations and discontinued city inspections over 25 years ago.

To summarize, the city pre-pour inspections increase construction costs in a myriad of ways with no benefit. Costs that unfortunately, will be passed along to Dripping Springs homebuyers.

Sincerely,



Chris Danze  
Captial City Foundations Inc.  
Danze Concrete, Inc.  
512-784-6131 cdanze@yahoo.com





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## Public Hearing Notices

### CITY OF DRIPPING SPRINGS NOTICE OF PUBLIC HEARING BUILDING CODE ORDINANCE AMENDMENTS

Public hearing will be held at the City of Dripping City Council Meeting at 6:00 p.m. on September 17, 2024 at Dripping Springs City Hall, 511 Mercer Street, Dripping Springs, Texas, to consider amendments to the Building Code Ordinance, Chapter 24 Building Regulations, Article 24.02 including changes to facilitate the acceptance of design engineer inspections for engineered foundation systems and adopting the updated National Electrical Code.

To view the Ordinances please go to [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com) or email [spevehouse@cityofdrippingsprings.com](mailto:spevehouse@cityofdrippingsprings.com) for a copy.

Written comments regarding this project may be emailed to [spevehouse@cityofdrippingsprings.com](mailto:spevehouse@cityofdrippingsprings.com) or mailed to PO Box 384, Dripping Springs, TX 78620. Comments received by September 13, 2024, will be included in agenda packets for the meetings. For more information call City Hall at (512) 858-4725.

[Engineered Foundation Systems Ordinance](#)

[National Electric Code Ordinance](#)

**Source URL:** <https://www.cityofdrippingsprings.com/public-notices/pages/public-hearing-notices>



**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:** 17 September, 2024

**Agenda Item Wording:** **Public Hearing and consideration of an Ordinance of the City of Dripping Springs, Texas Amending the Code of Ordinances, Chapter 24: Building Regulations: Article 24.02 Technical and Construction Codes and Standards; Division 4: Electrical Code; Adopting the Updated National Electrical Code.**

**Agenda Item Sponsor:**

**Summary/Background:** This code update is administrative in nature, proposing no change other than updating from the 2017 National Electric Code (NEC) to the 2023 NEC.

**Background:**

The International Code Council routinely updates codes on 2, 3, or 4 year cycles. The State adopted the 2023 NEC in October of 2023. Electricians and electrical contractors are obligated to install per the State’s adopted code, but being on a different code cycle creates issues when home designs are based off of the adopted 2020 NEC.

The existing local amendment changes the definition of “Readily accessible location” to eliminate any location on the interior of the structure. The language that was removed allowed placing the main service disconnect “inside nearest the point of entrance of the service conductors.” – service conductors can enter the house anywhere and the main panel is not always co-located with the entry point. This would lead to delays entering the house until first responders could shut off the electricity. This is a valid local amendment and should remain in effect. Requiring the main service disconnect on the exterior of the structure makes it easily identifiable and accessible in the event of a fire or other emergency.

**Proposal:**

Update our adopted electrical code to the 2023 NEC and maintain the existing local amendment.

**Conclusion:**

We recommend the City Council's approval of this update.

**Commission  
Recommendations:**

**Recommended  
Council Actions:** Approval

**Attachments:** Proposed changes to adopted codes  
Proposed changes to ordinance

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

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2024-\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 24: BUILDING REGULATIONS: ARTICLE 24.02. TECHNICAL AND CONSTRUCTION CODES AND STANDARDS; DIVISION 4. ELECTRICAL CODE; ADOPTING THE UPDATED NATIONAL ELECTRICAL CODE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

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

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

**WHEREAS,** pursuant to Texas Local Government Code Chapter 214, to protect the public health, safety, and welfare, the National Electrical Code was adopted as the municipal electrical construction code in this state; and

**WHEREAS,** the City Council has determined that the adoption of the updated National Electrical Code standards, with codified local amendments, is necessary to facilitate proper inspection activities by the City relating to building standards within the corporate city limits of the City of Dripping Springs, Texas, in the extraterritorial jurisdiction of Dripping Springs, and for commercial buildings served by City utilities, relating to public safety, health, and general welfare; and

**WHEREAS,** the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

**WHEREAS,** City Council recognizes the potential of the proposed amendments to significantly improve and benefit the residents and stakeholders of Dripping Springs without compromising safety standards;

**WHEREAS,** after public hearing held by the City Council on \_\_\_\_\_, 2024, the City Council voted to approve the proposed amendment; and

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

Chapter 24, Article 24.02 of the Building Regulations of the Dripping Springs Code of Ordinances is hereby amended to read in accordance with *Attachment "A"* and which is attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Additions to the Ordinance text are double-underlined and deletions are struck-through.

**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. CODIFICATION**

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

**6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage and publication.

**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 Chapter 52 of the Texas Local Government Code.

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

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

*ATTACHMENT "A"***CHAPTER 24: BUILDING REGULATIONS****ARTICLE 24.02. -TECHNICAL AND CONSTRUCTION CODES AND STANDARDS****DIVISION 4. ELECTRICAL CODE****Sec. 24.02.181. Adopted.**

The city hereby adopts a certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the [2023](#) edition of the "National Electrical Code," as may be amended. Such document, as may be amended, is hereby adopted as the electrical code of the city, and as such shall apply to all electrical construction applications, excluding single- and two-family residences (which are covered under the International Building Code). No appendices are adopted. The city council may establish procedures for the administration and enforcement of the electrical code, and may adopt local amendments to the National Electrical Code.



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[Engineered Foundation Systems Ordinance](#)

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

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

**Council Meeting Date:** September 3, 2024

**Agenda Item Wording:** **Discuss and consider approval of an Interlocal Agreement between the City of Dripping Springs and Hays County related to POSAC funding of the Rathgeber Natural Resource Park.**

**Agenda Item Requestor:**

**Summary/Background:** POSAC recommended providing 3.55 million dollars of funding to the Rathgeber Natural Resource Park. This agreement is to provide for how that funding will work. The initial \$695,150 for the construction plans is specifically referenced as reimbursable. The agreement also includes the standard draw request.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approval

**Attachments:** POSAC agreement and attachments

**Next Steps/Schedule:** If approved, manage draw requests for Rathgeber expenses.

**FUNDING AGREEMENT BETWEEN  
HAYS COUNTY AND CITY OF DRIPPING SPRINGS**

STATE OF TEXAS                               §  
  §  
COUNTY OF HAYS                           §

**SECTION I.                   PARTIES TO THE AGREEMENT**

This Agreement is made and entered into by and between Hays County, a political subdivision of the State of Texas, hereinafter referred to as “County” and the City of Dripping Springs (“City”). The parties named above (“The Parties”) have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

**SECTION II.               OVERVIEW**

**The Project**

The City submitted an application for receipt of Hays County Parks Funds, providing a Project Information Form (“PIF”) and proposing to establish and build a regional nature park in the City of Dripping Springs (“Project”).

The Parks and Open Space Advisory Commission (“POSAC”) reviewed the aforementioned PIF along with other parks and open space submittals and recommended that City receive up to three million five hundred and fifty thousand dollars (\$3,550,000 USD) for the fulfillment of its vision.

**Funding**

The estimated costs for design and construction needed for the regional nature park on the Property is approximately 7.5 Million Dollars (\$7,500,000 USD). Design and Construction activities are anticipated to include (but not be limited to) civil engineering, geotechnical, geological, architectural design, Mechanical, Electrical, and Plumbing and structural engineering, bidding, and construction. A Vision Plan has already been completed by RVI Planning, a firm chosen through the Request for Qualifications process. In addition, RVI Planning will complete construction plans at a cost of six hundred ninety-five and one hundred fifty dollars (\$695,150). The construction plan shall be immediately available upon submission of an invoice or invoices for the cost of the construction plans.

**Operations and Maintenance**

The City is generally obligated to operate and maintain the Project for the benefit of the public as provided in **Exhibit B**.

**Term**

2.1 Term. The term of this Agreement shall be for twenty-five (25) years (or as extended by written agreement of the parties) and shall commence on the Effective Date, and the Term shall expire on the Expiration Date (as may be extended by the Renewal Option, the “Term”). The Expiration Date means the last calendar day of the twenty fifth (25th) year after the Effective Date, unless this Agreement is either: (i) sooner terminated pursuant to any applicable provision hereof in which event such date of termination shall

be the “Expiration Date”; or (ii) extended by successive 5 year terms, in which event the last calendar day of the final Renewal Term shall be the “Expiration Date.”

2.2 Renewal Term. Subject to the terms and conditions of this Agreement and provided that (i) this Agreement is in full force and effect and (ii) no default exists on either the date of exercise or on the date of commencement of the Renewal Term, the Parties may agree to two (2) renewal options (each, a “Renewal Option”) to extend the Term of this Agreement for an additional term of five (5) years each (each, a “Renewal Term”) that commences at 12:00 a.m. on the day immediately following the expiration of the Term then in effect, and upon the same terms, conditions and covenants as are contained herein by approval of all the Parties governing boards (the “Renewal”) of such election no more than twenty-four (24) months and no less than six (6) months prior to the expiration of the Term then in effect.

### **SECTION III. COUNTY OBLIGATIONS**

#### **Design and Construction**

The total amount paid by the County under this Agreement shall be the sum of three million five hundred five thousand Dollars (\$3,550,000 USD). If the City has not spent monies provided under the terms of this agreement within five (5) years of the Effective Date, the remaining funds not issued to City by the County will remain in the County’s General Fund and will no longer be used for the funding of this Agreement. The County reserves the right to increase funding for the design and construction of the regional nature park in its sole discretion.

#### **Draw Requests**

The County’s Program Manager, Halff Associates (or successor), will collaborate with the City to identify the design and construction activities eligible for funds under this Agreement, but the construction plans as listed above shall be eligible for funds. The County shall pay the City in one or more disbursements, the funds needed to perform design and construction, after application for such funds is made by the City, with monitor subcontractors’ performance of design and construction services. Distribution of funds shall be made utilizing a draw request form provided by the County’s Program Manager. The form is attached as **Attachment C**.

#### **Additional Project Funding**

Subject to all aforementioned funding terms, additional funds for the City may be made available for expenditure after the City and its design team have estimated the total cost of the Project.

### **SECTION IV. OTHER OBLIGATIONS**

#### **Compliance with Laws**

The parties acknowledge that the funds expended under this Agreement are public funds that must be carefully monitored to ensure proper distribution under the County’s parks program. The City is obligated to comply with all local, State, and Federal laws in relation to the expenditure of funds paid under this Agreement.

#### **Recognition**

In consideration of the County’s obligations under this Agreement the City shall acknowledge County

contributions to the Project by including reference to Hays County on public signage and public literature that promotes or serves the Project.

## **SECTION V. CONTRACTS**

The City may contract for the performances of the design and construction activities specified herein. Any such contracts shall be subject to: (1) competitive quotes; (2) selected based on the basis of the best qualifications among at least three candidates; or (3) through an open request for qualifications or proposals for the performance of work. The City may self-perform with its staff and volunteers any portion of the design and construction.

## **SECTION VI. CONFLICT OF INTEREST**

No agent or employee of the City and no employee of the County, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her personal pecuniary interest.

## **SECTION VII. EQUAL OPPORTUNITY**

The City assures that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this Agreement or otherwise under the City's control.

## **SECTION VIII. RIGHT TO AUDIT**

At its sole discretion, the County may arrange for an independent audit of all funds received under and payments made pursuant to this Agreement by County Auditor staff, or a certified public accountant.

## **SECTION IX. SEVERABILITY**

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

## **SECTION X. LIABILITY COVERAGE**

The City agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of the City's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, the City shall, at its sole expense, provide and maintain Commercial General Liability coverage that meets or exceeds the industry standard for professional services providers in the City's fields of employment and for the type of services and construction activities that are being performed under this Agreement. Such liability coverage shall specifically name the County as co-insured. This liability coverage shall cover all perils arising from the activities of the City, its officers,

directors, employees, agents or sub-contractors, relative to this Agreement. The City shall be responsible for any deductibles stated in the policy. A true copy of each Certificate of Liability Coverage shall be provided to the County within seven (7) days of the new policy date at the following address:

Hays County Criminal District Attorney's Office - Civil Division  
111 E. San Antonio St., Suite 202  
San Marcos, TX 78666  
[tucker.furlow@co.hays.tx.us](mailto:tucker.furlow@co.hays.tx.us)

With Copy to:

Hays Countywide Operations  
101 Thermon Drive  
San Marcos, TX 78666  
[tammy.crumley@co.hays.tx.us](mailto:tammy.crumley@co.hays.tx.us)

Hays County Purchasing Office  
712 S. Stagecoach Trail, Ste. 1012  
San Marcos, TX 78666  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

So long as this Agreement is in effect, the City shall not cause such liability coverage to be canceled nor permit such liability coverage to lapse. All coverage certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

## **SECTION XII. MISCELLANEOUS**

12.1 Modification of Agreement. The terms and conditions of the Agreement may be modified at any time by the mutual consent of both parties. However, no amendment or modification to this Agreement is effective unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

12.2 Written Notice. Unless otherwise specified, written notice will be deemed to have been duly delivered if delivered in person to the individuals listed below or if it is delivered or sent certified mail or email to the address below. Each party will have the right to change its address by at least thirty (30) calendar days written notice to the other party.

COUNTY:

Hays County Criminal District Attorney's Office - Civil Division  
111 E. San Antonio St., Suite 202  
San Marcos, TX 78666  
[tucker.furlow@co.hays.tx.us](mailto:tucker.furlow@co.hays.tx.us)

With Copy to:

Hays Countywide Operations  
101 Thermon Drive  
San Marcos, TX 78666

City of Dripping Springs  
Hays County

Interlocal Agreement – POSAC Rathgeber  
Page 4 of 6

[tammy.crumley@co.hays.tx.us](mailto:tammy.crumley@co.hays.tx.us)

Hays County Purchasing Office  
712 S. Stagecoach Trail, Ste. 1012  
San Marcos, TX 78666  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

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

With Copy to:  
Laura Mueller  
City Attorney  
511 Mercer Street  
Dripping Springs, Texas 78620  
[lmuller@cityofdrippingsprings.com](mailto:lmuller@cityofdrippingsprings.com)

12.3 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement in no way constitutes a waiver of that provision, nor in anyway affects the validity of this Agreement, any part of this Agreement, or the right of the party thereafter to enforce each and every provision of this Agreement. No term of this Agreement will be deemed waived or breach excused unless such waiver is in writing and signed by the party claiming to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

12.4 Entire Agreement. It is understood 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.

12.5 Choice of Law, Place of Performance and Jurisdiction. This Agreement is governed by the laws of the State of Texas. Performance of this Agreement is in Hays County, Texas. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hays County, Texas.

12.6 Force Majeure.

a. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, Acts of God, Government restrictions including wars, insurrections, natural disasters or other emergencies as declared by Federal, State or County agencies or departments, and/or any other cause beyond the reasonable control of the party whose performance is affected.

b. If performance of any obligation of either party hereunder is prevented or rendered impracticable or infeasible as discussed in the preceding paragraph, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform its obligations under this Agreement.

12.7 Authority. Each party has full power and authority to enter into and perform under this Agreement,

and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement represent that they have authorization to sign on behalf of their respective entities.

12.8 Governmental Immunity and Release. County and the City both enjoy sovereign and governmental immunity, respectively. By entering into this Agreement, neither County nor the City consents to suit, the waiver of their respective immunity, the right to claim such exemptions or privileges as may be provided by law, or the waiver of limitation as to damages under the Texas Tort Claims Act.

12.9 Agreement Read. Each party acknowledges that it has read, understands, and intends to be bound by the terms and conditions of this Agreement.

12.10 Public Information Act. County and the City both acknowledge that the other is obligated to comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement.

12.12 Electronic Signatures; Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted via facsimile or other similar electronic means, and execution by the undersigned by such means shall be deemed an original signature for all purposes and have the same force and effect as a manually signed original.


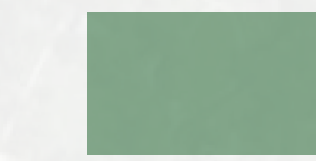
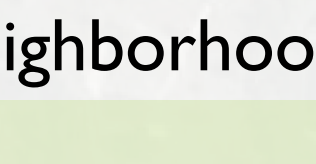
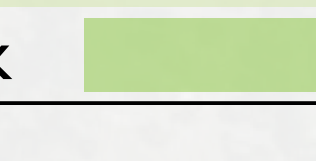

**WITNESS OUR HANDS EFFECTIVE THIS \_\_\_\_\_ OF \_\_\_\_\_, 2024 (the “Effective Date”).**

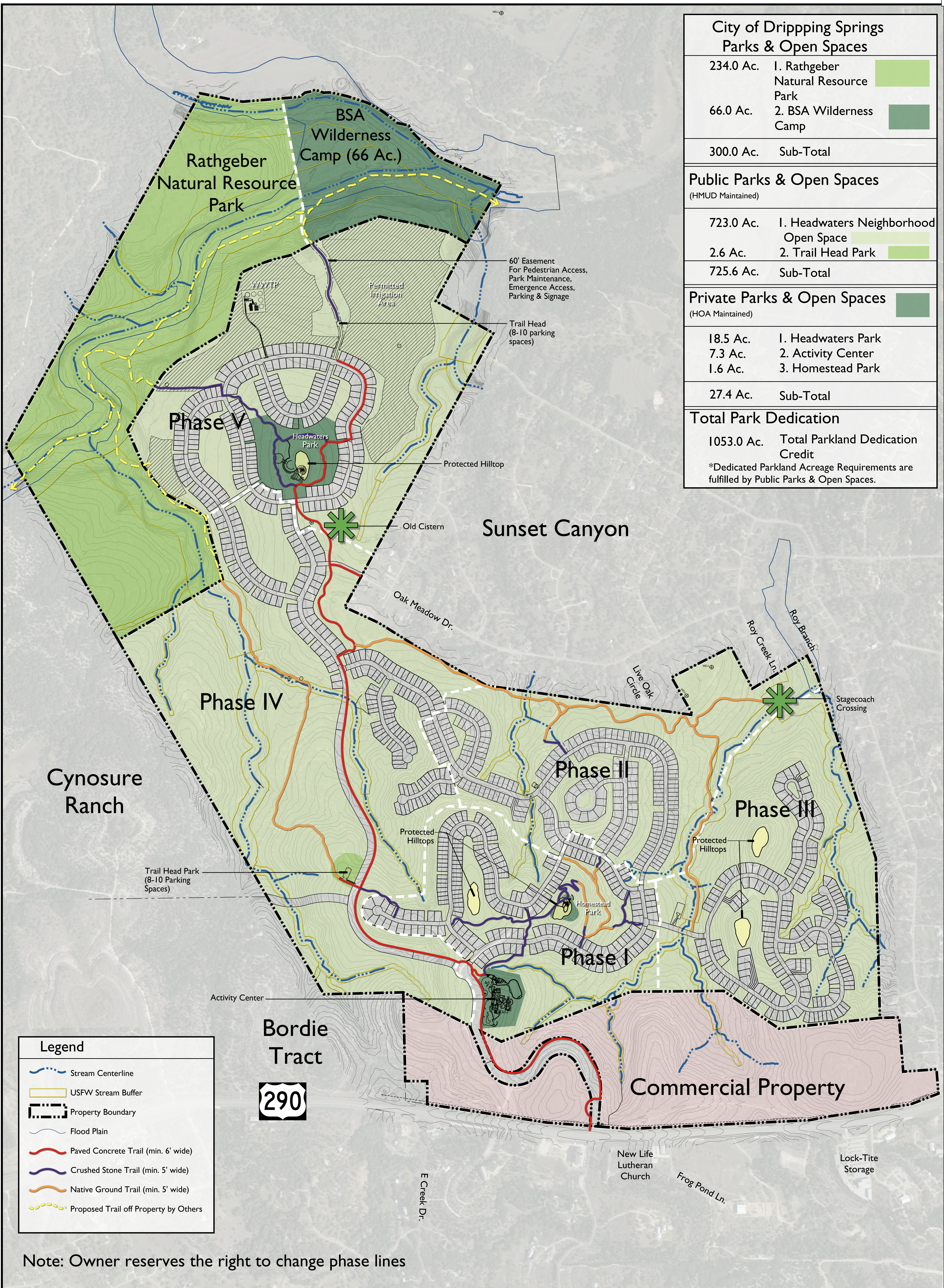
**Approved and accepted on behalf of the County of Hays.**


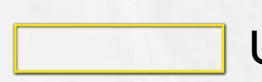






\_\_\_\_\_  
Judge Ruben Becerra Hays  
County Judge

**Approved and accepted on behalf of the City**

\_\_\_\_\_  
Bill Foulds, Jr.  
Mayor, City of Dripping Springs

City of Dripping Springs Parks & Open Spaces		
234.0 Ac.	1. Rathgeber Natural Resource Park	
66.0 Ac.	2. BSA Wilderness Camp	
300.0 Ac.	Sub-Total	
Public Parks & Open Spaces (HMUD Maintained)		
723.0 Ac.	1. Headwaters Neighborhood Open Space	
2.6 Ac.	2. Trail Head Park	
725.6 Ac.	Sub-Total	
Private Parks & Open Spaces (HOA Maintained)		
18.5 Ac.	1. Headwaters Park	
7.3 Ac.	2. Activity Center	
1.6 Ac.	3. Homestead Park	
27.4 Ac.	Sub-Total	
Total Park Dedication		
1053.0 Ac.	Total Parkland Dedication Credit	
*Dedicated Parkland Acreage Requirements are fulfilled by Public Parks & Open Spaces.		



Legend	
	Stream Centerline
	USFW Stream Buffer
	Property Boundary
	Flood Plain
	Paved Concrete Trail (min. 6' wide)
	Crushed Stone Trail (min. 5' wide)
	Native Ground Trail (min. 5' wide)
	Proposed Trail off Property by Others

Note: Owner reserves the right to change phase lines



Hays Park Bond 2020 – Funding Draw Request

Project Name: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Sponsor Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Sponsor Address: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Request Number	Total Funding Amount	Funds for:
	(Round all numbers to the nearest dollar)	<input type="checkbox"/> Land \$ _____
1. Total Project Amount \$ _____		<input type="checkbox"/> Soft Costs \$ _____
2. 10% Retainage - \$ _____		<input type="checkbox"/> Construction \$ _____
3. Project Amt minus 10% retainage = _____ (Line 1 minus Line 2)		<input type="checkbox"/> Other \$ _____
4. Subtract total amount of current draw - \$ _____		Explanation: _____
5. Available balance = \$ _____ ( Line 1 minus Line 2 )		
6. Subtract amount of current draw - \$ _____		
7. Balance after payment = \$ _____		
Is this your FINAL Draw? <input type="checkbox"/> YES <input type="checkbox"/> NO ( if yes, continue to line 8 )		
8. IF this is your FINAL DRAW include 10% retainage + \$ _____ (Line 2)		
9. Total requested amount = \$ _____ (Line 6 plus Line 8)		

**NOTE:** The final request must be accompanied by documentation suitable to determine project completion (CO, Deed Recordation, etc).

**Documentation required for the payment request includes:**

1. Contractor/Consultant Payment Request
2. Progress Report w/ updated schedule
3. Documentation for Acquisition, to include deed and closing documents.
4. Documentation for soft costs to include invoices that show an itemization of the work completed.

The Sponsor certifies that this project request is for eligible expended costs in accordance with the HTF Program and that proper documentation has been included to support this request.

\_\_\_\_\_  
Sponsor Signature Title Date

\_\_\_\_\_  
Program Manager Signature Title Date

\_\_\_\_\_  
Hays County Staff Signature Title Date

\_\_\_\_\_  
Hays County Auditor Signature Title Date



# RATHGEBER NATURAL RESOURCE PARK

PARK VISION PLAN

AUGUST 21, 2024 CITY OF DRIPPING SPRINGS, PARKS AND COMMUNITY SERVICES



# 1

## ACKNOWLEDGMENTS

The following individuals, organizations, and groups provided valuable insight in the creation and development of the Rathgeber Natural Resource Park Vision Plan. Thank you all for your time and expertise in contributing to the design and vision of this project and thank you to all the community members that were able to participate throughout the public engagement process. The ideas and insight provided by the future users of the park, consultants, and the city helped shape the plan presented in this document. In addition to the acknowledgments Rathgeber Natural Resource Park was awarded construction funding as a Tier 1 Project by the Hays County Parks and Recreation Advisory Commission (POSAC) and Hays County Park Board.

This study acknowledges that the Rathgeber Natural Resource Park is located on the traditional and ancestral territory of numerous Indigenous peoples and nations including the [Nʉmənənʉ Sookobitʉ \(Comanche\)](#), [Ndé Kónitsaqáí Gokiyaa \(Lipan Apache\)](#), [Coahuiltecan](#), [Tonkawa](#), and [Jumanos](#). In most cases these Native American communities were either driven away, forcibly removed, or relocated to reservations in the 18th and early 19th Century by Euro-American settlers and the US & Texas Governments. As part of the development of the park, it is recommended that Indigenous histories be included in programmatic, interpretive and/or educational opportunities. Should the Rathgeber Natural Resource Park develop an onsite resource library, it is recommended that staff coordinate with the [American Indian Library Association \(AILA\)](#) or the [American Indians in Children's Literature \(AICL\)](#) organizations for relevant educational material. For more information on any of these nations, please visit the links on the names and look for ways to support the local Indigenous communities.

### CITY OF DRIPPING SPRINGS

Andrew Binz, Parks and Community Services Director  
Michelle Fischer, City Administrator  
Shawn Cox, Deputy City Administrator  
Ginger Faught, Deputy City Administrator  
Tory Carpenter, Planning Director  
Chad Gilpin, City Engineer  
Emily Nelson, DSRP Manager  
Lisa Sullivan, People and Communications Director  
Robert Ellis, Rathgeber Family/Land Manager  
Paul Fushille, PRC Commissioner – Chair  
Matthew Fougerat, PRC Commissioner  
Kristy Caldwell, PRC Commissioner

### DRIPPING SPRINGS CITY COUNCIL

Bill Foulds Jr. - Mayor  
Taline Manassian - Mayor Pro Tem  
Wade King  
Geoffrey Tahuahua  
Travis Crow  
Sherrie Parks

### DRIPPING SPRINGS PRC

Paul Fushille - Chair  
Hope Boatright - Commissioner At-Large  
Olivia Barnard - DSISD Representative  
Andrew Binz - Staff Liaison  
Kristy Caldwell - Commissioner At-Large  
Thomas Lengel - DSISD Representative  
Christian Krueger - Commissioner At-Large

### RVI PLANNING + LANDSCAPE ARCHITECTURE

Drew Carman, PLA, Director of Park Design  
Alan Mackey, PLA, Project Director  
Madison Dalke, Project Manager  
Karishma Joshi, SITE AP, Sustainability and SITES  
Ryan Schatzman, Creative Director  
Barbara Austin, PLA, Consultant

### CLAYTON KORTE

Nathan Quiring, Project Architect  
Benito Martinez, Project Architect

### NANCY LEDBETTER & ASSOCIATES

Randall Dillard, Public Outreach and Engagement  
Mitzi Ellison, President

### MALONE WHEELER

Dan Brown, Project Engineer  
Landon McClellan, Project Engineer

### SECOND SPATIAL

Russell Thomman, Virtual Site Visit

### HICKS AND COMPANY

Samantha Champion, Planning Project Manager

# CITY COUNCIL ADOPTION RESOLUTION



## 2

### EXECUTIVE SUMMARY

The City of Dripping Springs and RVI Planning + Landscape Architecture's team worked closely together to develop a vision plan for the 300-acre Rathgeber Natural Resource Park. RVI collaborated with stakeholders and other members of the community through the vision planning process to develop goals, strategies, and concepts for the natural resource park. A virtual site visit, surveys, environmental assessments, and public engagement opportunities were conducted to guide the decision-making during the project. This information was collected and analyzed in this document.

The following plan will guide the city in future development and phases of Rathgeber Natural Resource Park. The plan seeks to balance the needs of the Dripping Springs community with the environmental needs of the site. It envisions a park where citizens can respectfully recreate, learn, and experience the outdoors in this important and unique Hill Country resource.

# 3

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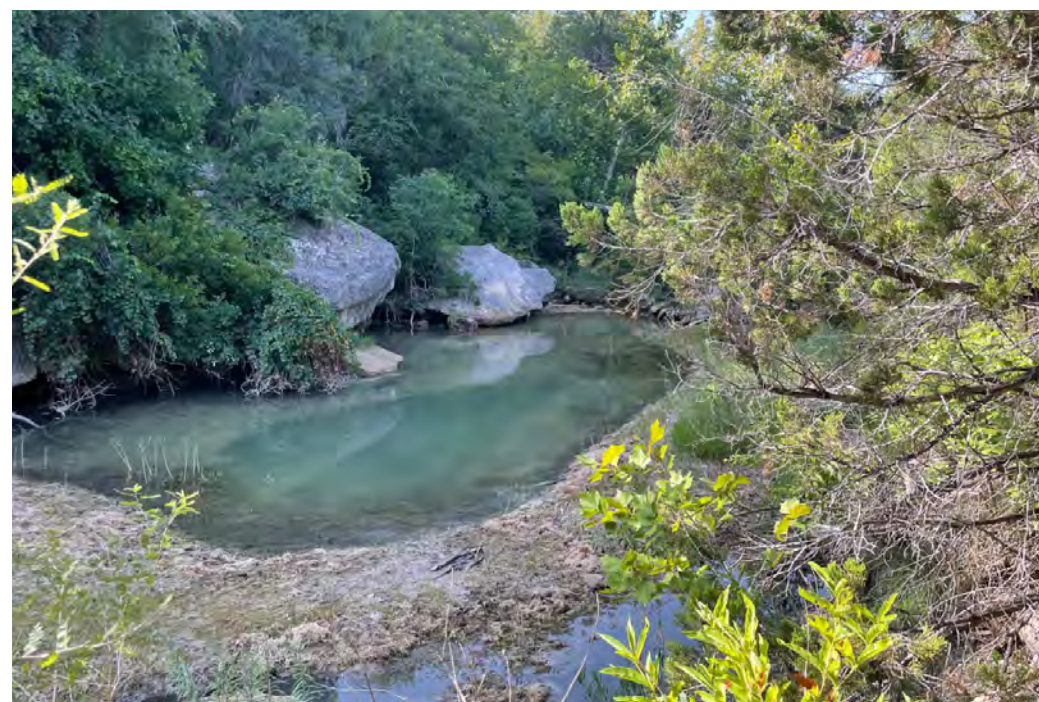
PARK PRECEDENTS  
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FOCAL POINTS  
LOCATION TYPOLOGIES  
NATURE CENTER  
SUSTAINABILITY AND RESILIENCE  
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CORRESPONDENCE

APPENDIX C -  
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# 4

## INTRODUCTION AND BACKGROUND

Rathgeber Natural Resource Park is a sprawling 300-acre park located in Dripping Springs, Texas gifted in December 2020 from Dick Rathgeber and Rathgeber Investment Company. In 2020 Hays County voters approved a \$75 million bond for improvement of parks around the area. Rathgeber Natural Resource Park was selected by the Hays County Parks and Open Space Advisory Commission (POSAC) as a tier one project to receive funding.

Located in the heart of the Hill Country, Rathgeber Natural Resource Park was once a 1,300-acre ranch. Today 1,000 acres of that land was developed to create Headwaters Community. Remnants of the ranch and the history of the area can still be seen on the site and around Headwaters Community. This includes a historic ranch house, old cistern, stagecoach tracks, and creek dam.

Rathgeber Natural Resource Park's resources include a variety of wildlife habitat such as the Golden-Cheeked Warbler and other native flora and fauna. The site also contains the convergence of Barton Creek and Little Barton Creek as well as a variety of ecosystems found throughout the park. Through diligent planning, the natural and cultural resources here can be both preserved for the native plant and wildlife communities as well as enjoyed by the everyday park goer.

# 5

## VISION AND VALUES

*An engaging nature park that inspires people to connect with the wild Texas Hill Country*

In conjunction with the City of Dripping Springs the following values were created as a guideline for the design and vision of Rathgeber Natural Resource Park. These planning values were created, refined, and finalized through a design team and client stakeholder survey and workshop, as well as input received during community meetings. These values act as guideposts that directed the design team throughout the planning process, ensuring that any and all design decisions can point back to the value on which it is based. The vision presented below showcase's the community's value to create an unique nature focused park accessible to all.



**ENVIRONMENTAL PRESERVATION** - Strengthening the native qualities and natural systems of the land.



**RESOURCE EDUCATION** - Educate the public about the environment and history through iconic, interactive storytelling.



**EQUITABLE ACCESSIBILITY** - Provide controlled public access to experiences in nature for people of all ages and abilities.



**LOW IMPACT RECREATION** - Creating opportunities for people to enjoy the outdoors.

**KICK OFF MEETING -**

This meeting introduced the design team and the City of Dripping Springs to Rathgeber Natural Resource Park and initiated the vision planning process.

**FIELD RECONNAISSANCE -**

Site visits were conducted to collect data in the field to better understand Rathgeber Natural Resource Park. A virtual visit was also made to allow universal access to the site.

**EXISTING CONDITIONS REPORT -**

Data collection from the site was compiled in an existing conditions report to help analyze the site for the final vision plan.

**COMMUNITY MEETING #1 -**

This community meeting with the public provided the design team with insight into the needs and wants of the public and community.

**SITES** - The vision plan was evaluated and rated with Sustainable Sites to ensure the project not only serviced the current community but future generations as well.

**POP UP EVENT #2 -**

The second pop up event provided information to the public and spread awareness of the park.

**6**

**PROJECT TIMELINE**



**CLIENT STAKEHOLDER SURVEY** - A survey was created to collect initial thoughts, ideas, concerns, and feelings for Rathgeber Natural Resource Park.

**CLIENT VISION WORKSHOP** - The client workshop was conducted to gauge initial thoughts, ideas, questions or concerns of the client for Rathgeber Natural Resource Park.

**POP UP EVENT #1** - A pop up booth staffed by the design team answered questions and provided information about the park to the community.

**STAKEHOLDER WORKSHOP** - This workshop was held to build interest in the park and to address specific concerns of individuals who have a connection to the area.

**COMMUNITY MEETING #2** - A second community meeting presented the public with preliminary concepts in order to refine ideas and determine the final vision.



# 7

## VIRTUAL SITE TOUR

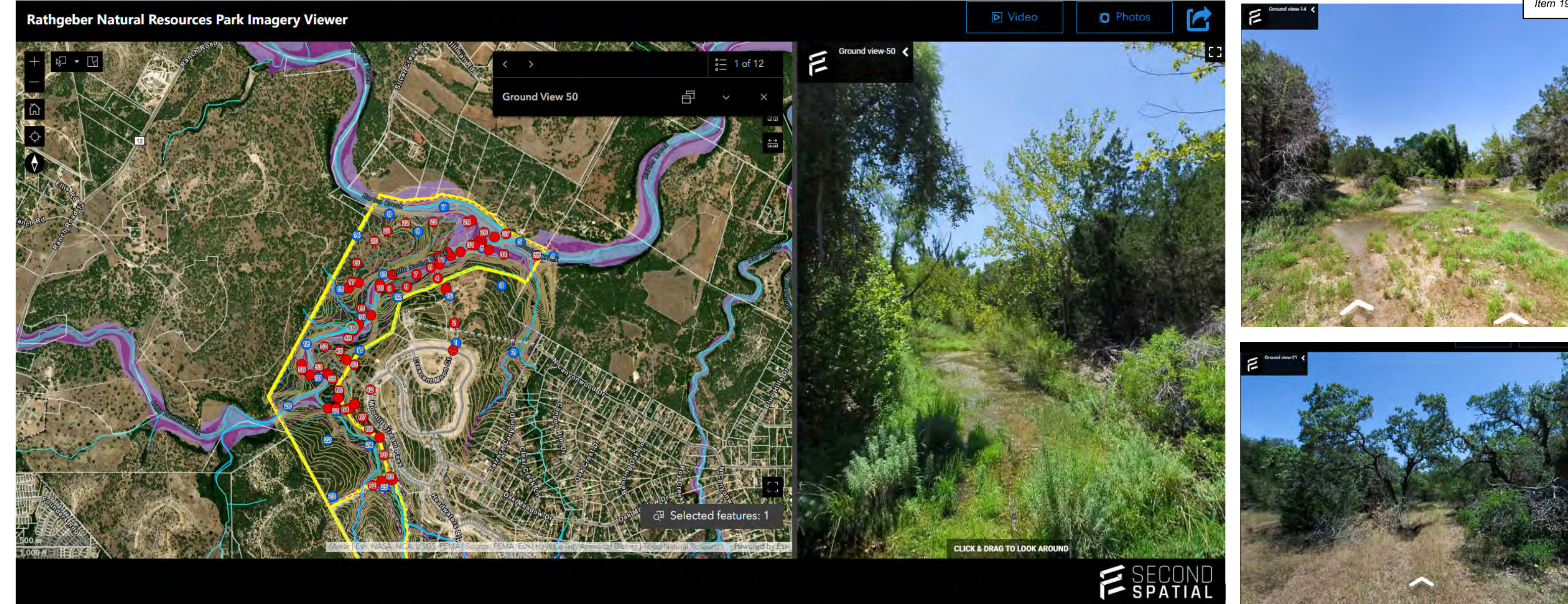
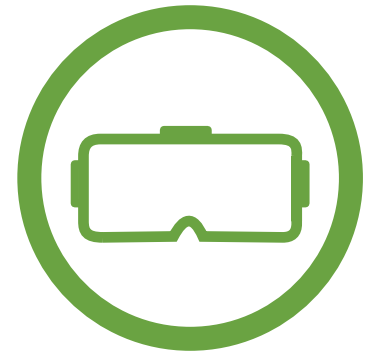
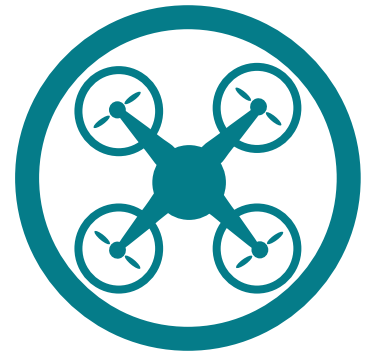
Using drone footage, 360-degree photographs and ESRI tools a virtual site tour for Rathgeber Natural Resource Park was developed to allow the park to be viewed from anywhere. Different locations throughout the area can be visited at a click of a button. This allows for multiple angles and full 360 views of selected points on a map. Birds eye views from drone footage give viewers a unique vantage point not attainable through traditional in person site data collection. Difficult to reach places can also be viewed with ease and key locations can be marked and mapped for future design decisions. The virtual site tour enhances the design process by allowing the design team to see the park in a comprehensive all-encompassing manner.

**VISIT THE SITE** - The first step to conducting a virtual site tour is to visit the site and determine key points and areas to collect data.

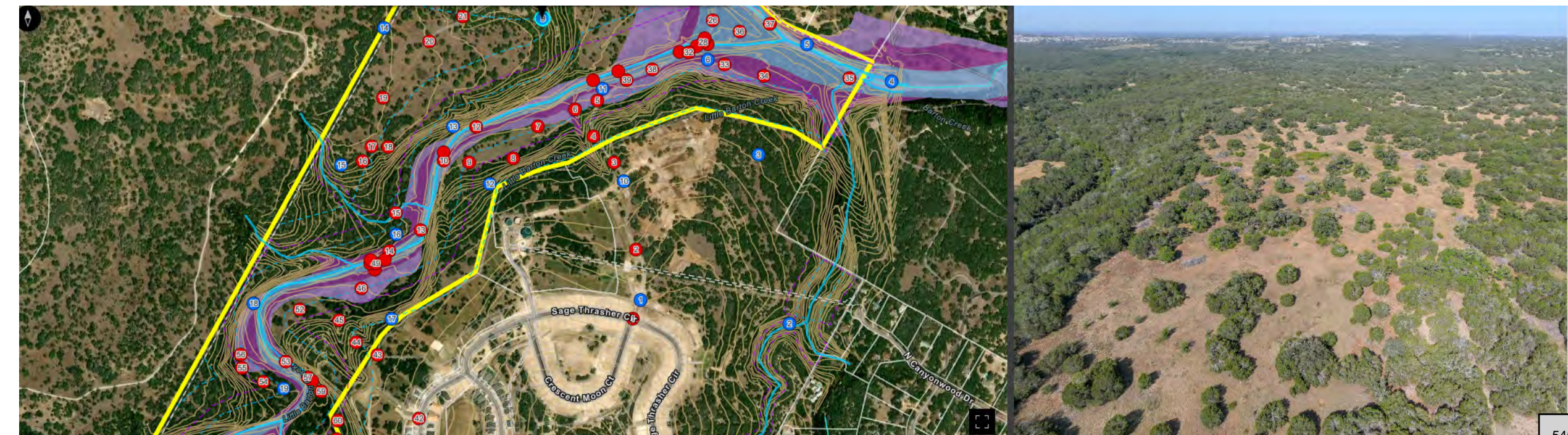
**FLY THE DRONE** - A drone equipped with a 360-degree camera is flown over the site to capture birds eye views of different areas of Rathgeber Natural Resource Park.

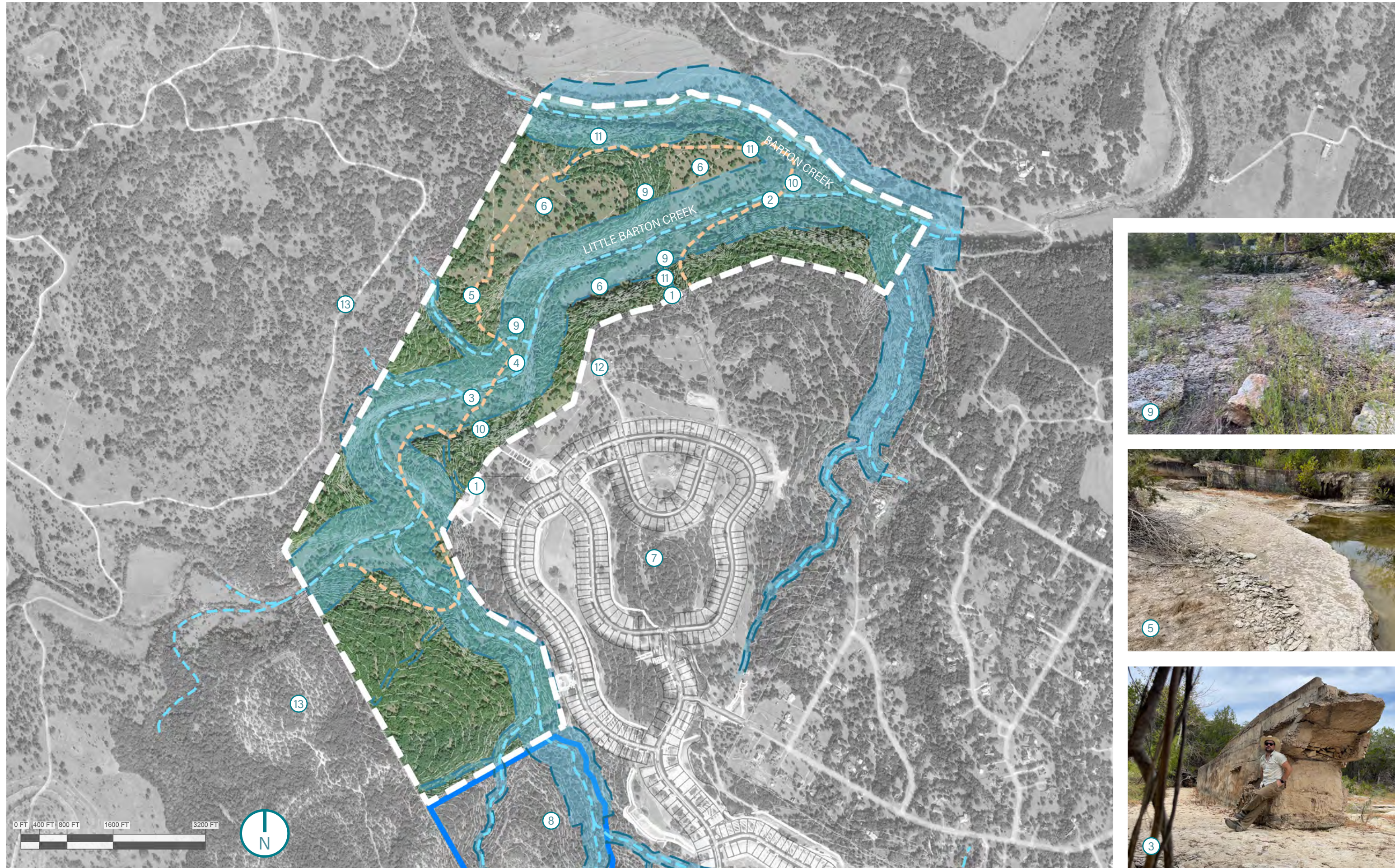
**360 PHOTOS** - From the ground level 360-degree photos are taken at specified locations in the area to give the viewer a comprehensive tour of the site.

**VIRTUAL SITE TOUR** - Once all data is collected it is compiled in an online map. Viewers can select a node and jump from area to area.



Scan or click the QR code to visit the virtual site tour.





LEGEND

- ① PARK ACCESS
- ② CREEK CROSSING/SPILL WAY
- ③ HISTORIC DAM
- ④ CREEK BANK BOULDERS
- ⑤ CREEK BED
- ⑥ MEADOWS/CLEARINGS
- ⑦ HEADWATERS COMMUNITY
- ⑧ FUTURE SCHOOL SITE
- ⑨ ROCKY/STEEP AREAS
- ⑩ SIGNIFICANT TREES
- ⑪ NATURAL OVERLOOK
- ⑫ WASTE WATER PLANT
- ⑬ FUTURE DEVELOPMENT
- PROPERTY LINE
- 100 YEAR FLOOD PLAIN
- 500 YEAR FLOOD PLAIN
- CREEK LINE
- EXISTING TRAILS/PATHS

# 8

## EXISTING CONDITIONS

Rathgeber Natural Resource Park is located in Dripping Springs, Texas, in the heart of the Hill Country. The park features various natural resources found across the site that can provide benefits and uses to the community in the area. The existing conditions on the site include historical and archaeological areas/artifacts, wildlife habitat, native plant communities, and a variety of ecological and hydrological processes of Little Barton Creek and Barton Creek.

The park consists of two creeks that run through the area and form habitats for different aquatic and non-aquatic animals. Turtles, fish, and birds of prey can be seen by visitors walking along the existing trails along the creeks. Rathgeber Natural Resource Park also has a range of naturally sloping areas along the creek beds, but also has flatter meadow-like clearings located between the two water bodies. These clearings contain native Texas prairie grasses, scrubby shrubs/trees, and significant trees such as Live Oaks.

Once a ranch site of its current namesake, remnants of this past can be found throughout Rathgeber Natural Resource Park. The most prominent feature being a dam that crosses Little Barton Creek. Other remnants on the site include barbed wire fences and wood posts.

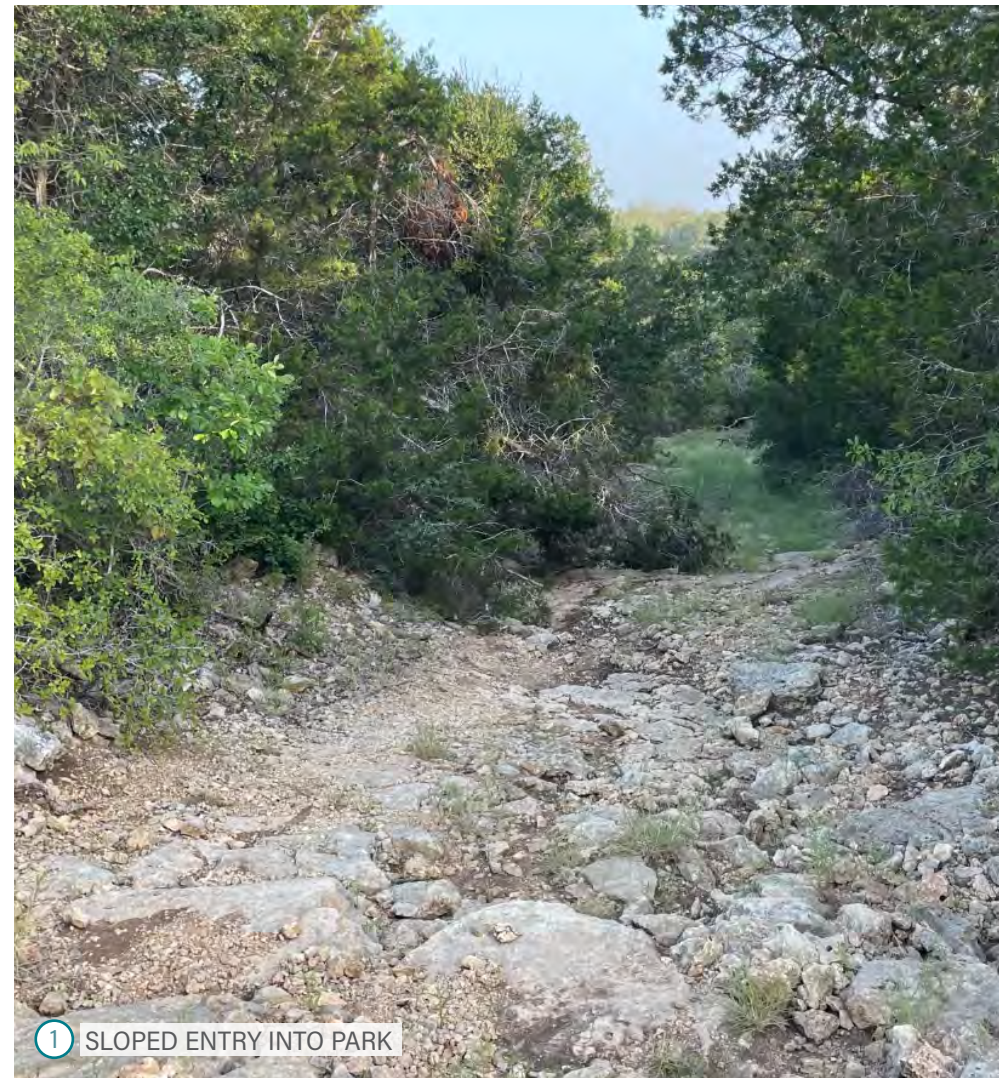
Rathgeber Natural Resource Park is full of unique features that should be celebrated and showcased for an unforgettable visitor experience.

# SLOPE ANALYSIS

Rathgeber Natural Resource Park has a diverse range of elevations from flat clearings to elevated ridges along creek edges. The slopes on the site create a few locations for key features such as nature centers, camp sites, and other structures. While the elevation change near the creek and other areas throughout the site do create challenges for traversing the park, it also creates unique experiences for park goers to see all the diversity the site has to offer.

The ridges and slopes of Rathgeber Natural Resource Park create a patchwork-like pattern of areas. Flat meadow-like clearings are separated by ridges and creeks. Each one of these areas has a unique make up of native plants and natural habitat. Because of the slope, Rathgeber Natural Resource Park makes an ideal place to create various overlooks and views to different areas of the park including the more gentle clearings. Within the site there are several of these points that create natural lookouts to views outside the park.

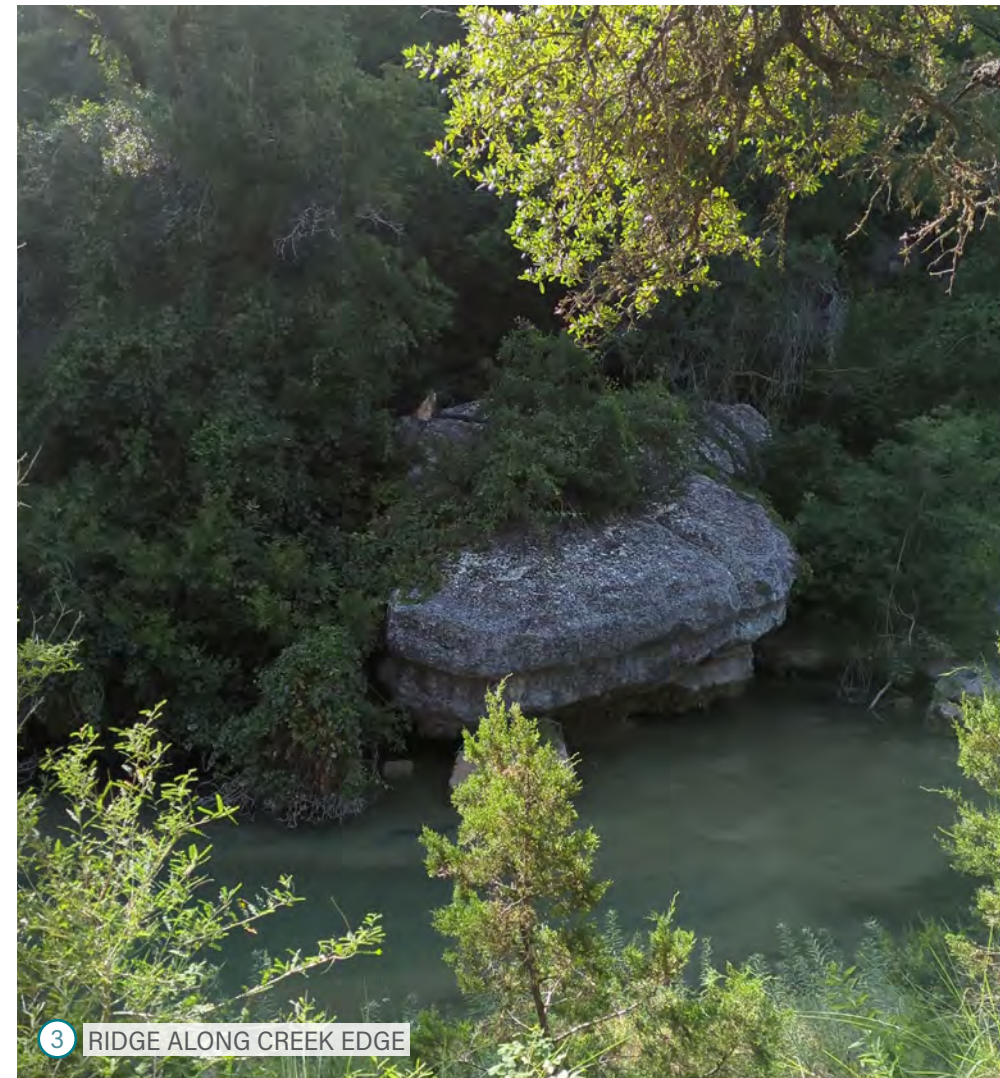
Rathgeber Natural Resource Park various slopes and elevations can be utilized to create different vantage points and perspectives of the park.



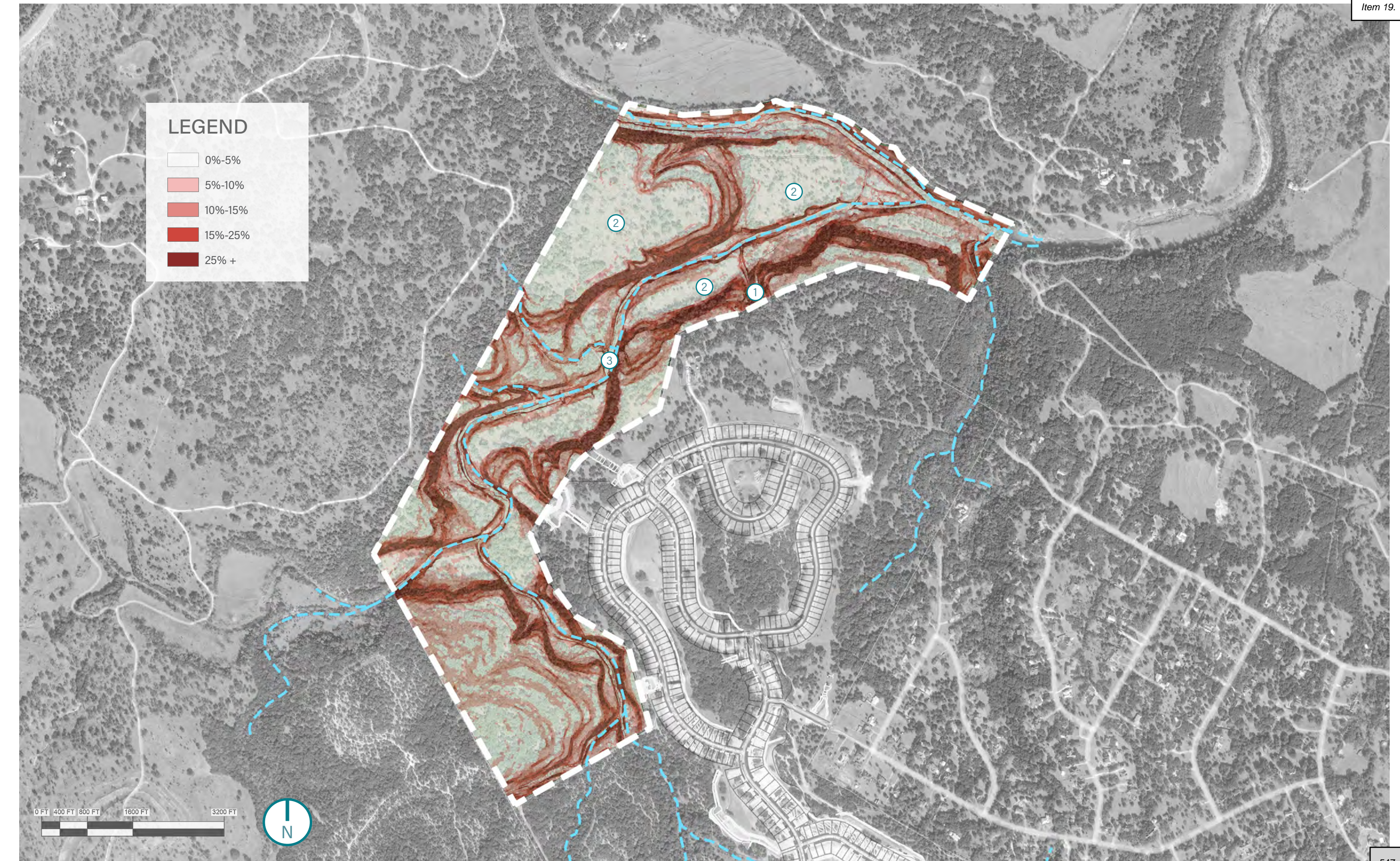
1 SLOPED ENTRY INTO PARK



2 FLAT PRAIRIE CLEARING



3 RIDGE ALONG CREEK EDGE



**TECHNICAL MEMORANDUM**

TO: Drew Carman  
Director of Park Planning & Design  
RVi Planning + Landscape Architecture  
1611 West 5<sup>th</sup> Street, Suite 175  
Austin, Texas 78703

FROM: Samantha Walden Champion  
Planning Program Manager  
Hicks & Company Environmental/Archeological Consultants  
1504 W. 5<sup>th</sup> Street  
Austin, Texas 78703

DATE: November 7, 2023

RE: Ecological and Cultural Resources Assessment of Rathgeber Natural Resource Park

**1.0 Introduction**

This document presents an Ecological and Cultural Resources Assessment in support of the Vision Plan for the future Rathgeber Natural Resource Park (Rathgeber Park), in Dripping Springs, Hays County, Texas. This report includes existing site conditions for historic, archeological, ecological, water, and socioeconomic and community resources, as well as a brief discussion of the transportation network within and around the future park (see **Figures 1** through **7** in **Attachment A**). A site visit was conducted in support of this technical memorandum on October 4, 2023. Site photographs are included as **Attachment B**.

**2.0 Historic Resources**

The area of Rathgeber Park was formerly known as the Hazy Hills Ranch and owned by Edgar E. Townes, a founding member of Humble Oil Company (a precursor to Exxon Mobil Oil Company). The prosperous Houston-based Townes family purchased the land and built the ranch in c. 1940.

Edgar Townes was born in 1878 in San Saba, Texas. He attended Austin public schools and later graduated in 1902 with a law degree from the University of Texas, where his father, Judge John Charles Townes, served as an early law professor. In 1903, Edgar relocated to Beaumont to practice law in the oil and gas industry, where business was booming due to the recent discovery of the nearby Spindletop oilfield. Edgar eventually went into business with the early founders of Humble Oil, and in 1917, Edgar wrote the original charter for the Humble Oil and Refining Company. Edgar initially served as general counsel for the company, then was later promoted to Vice President of Humble/Exxon from 1933 until his retirement in 1943 (Corpus Christi Caller-Times 1962).

Edgar Townes, his wife, Elsie, and their children permanently resided in the Montrose neighborhood of central Houston, not far from his office at the Humble Oil Building in downtown Houston. Having grown up in Austin, Edgar was likely already familiar with the Texas Hill Country, which potentially influenced the family to purchase Hill Country ranchland for use as a weekend retreat in c. 1939. The ranch, named “Hazy Hills,” was located less than three miles east of Dripping Springs. In the 1930s, Dripping Springs was a quiet, rural outpost less than 30 miles west of Austin on the road to Fredericksburg. Like most communities in the Hill Country, Dripping Springs suffered a general population decline in the 1930s due to the Great Depression, but with the rise of auto-tourism, paved roads, and improved utilities, desirability began to increase for towns like Dripping Springs that offered an abundance of rustic charm, showcased natural wonders, and were in proximity to Austin. Further adding to the popularity of the area, towns like Dripping Springs were often included as a stop on picturesque day drives to help escape the “claustrophobia” of city-life (Austin American-Statesman 1938).

The Townes family located their “manor” on top of a hill approximately a half mile north of Highway 290. The house was a modestly sized, one-story limestone structure (see **Figure 1** in **Attachment A** and **Photos 1–2** in **Attachment B**). Historic-age buildings in and around Dripping Springs are predominantly composed of local stone, and the material has since become a defining characteristic of the town’s built environment. The abundance of limestone in the area made it a popular material for residences, commercial buildings, gas stations, and churches from the late 19th century into the mid-20th century.

The Townes’ Hazy Hills Ranch reportedly used local labor to construct the house and a few outbuildings (Lambert 2016). A 1958 aerial image of the property depicts at least four outbuildings within a 0.10-mile radius of the house. Additionally, a small orchard was located approximately 0.10 miles west of the house. Approximately one mile northwest of the house was a stone watering trough (see **Photo 3** in **Attachment B**). In historical aerial imagery, a rectangular fence and a small outbuilding adjoined the watering trough. Further north, a 90-foot-long dam was constructed on Little Barton Creek using a mix of cinder block, stone, and concrete (see **Figure 1** in **Attachment A** and **Photos 4–9** in **Attachment B**).

Edgar and Elsie Townes died in 1962 and 1973, respectively, and the Hazy Hills Ranch was passed down to their surviving children (“Judge Edgar Eggleston Townes, Sr.”). Aerial imagery from 1964, 1983, and 1995 shows the ranch as relatively unchanged from its original 1940 construction, suggesting the ranch was continuously used as a weekend retreat by the Townes’ descendants. In 2004, local philanthropist and developer Dick Rathgeber purchased the Hazy Hills Ranch from the Pressler family, descendants of Edgar and Elsie Townes, for more than \$8 million. The land acquisition amounted to 1,365 acres. Rathgeber’s initial plans for the property included a large housing development and 1,000-acre wilderness area in the northern part of the land near Barton Creek (Breyer 2004). About four years later, Rathgeber sold 1,031 acres of the land to local developers for the construction of the master-planned Headwaters community. The c. 1940 Hazy Hills Ranch house and nearby outbuildings were located within the Headwaters development. The outbuildings were demolished, but the ranch house was converted into a feature of the “Homestead Trail” that meanders through the neighborhood (see **Photos 1–2** in **Attachment B**). The house was gutted and turned into a “garden and stargazing area” (Lambert 2016). The stone watering trough is located near Sage Thrasher Circle and Oak Meadow Drive, but the adjoining fence and outbuilding were removed (see **Photo 3** in **Attachment B**).

Rathgeber retained ownership of the remaining 300 acres nearest to Barton Creek until 2020, when the land was donated to the City of Dripping Springs to create the Rathgeber Natural Resource Park (Novak

2020). Currently inoperative and slightly deteriorated, a c. 1940 dam is located within the future park along Little Barton Creek (see **Photos 4–9** in **Attachment B**). No other historic standing structures remain within the boundaries of the future park.

*Recommendation of Eligibility*

The 1,300-acre Hazy Hills Ranch was subdivided and substantially redesigned in the early 2000s for the Headwaters community. Due to these non-historic-age changes, the c. 1940 Little Barton Creek dam, the only historic-age above-ground resource located in the Rathgeber Natural Resource Park, is not eligible for listing on the National Register of Historic Places (NRHP).

**3.0 Archeological Resources**

No archeological sites have been documented within Rathgeber Park; however, the park has not undergone survey for archeological resources. One archeological survey has been conducted on behalf of the Dripping Springs Independent School District immediately adjacent to the southern boundary of the park (Gulihur et al. 2020). Two archeological sites, 41HY565 and 41HY566, were recorded in proximity to Rathgeber Park during that survey (see **Figure 2** in **Attachment A**). Site 41HY565 is described as a low-density scatter of burned rock and lithic material, including two untyped arrow points and an Ensor dart point. The site has been determined ineligible for the NRHP or as a State Antiquities Landmark (SAL). Site 41HY566 is similarly described as a low-density scatter of burned rock and lithic material; however, no diagnostic artifacts were observed at the site. The site has also been determined ineligible for the NRHP or as an SAL. Both sites were exposed on the ground surface with no buried cultural materials present.

The soils mapped in the area include rock outcrops or thin upland soils (Brackett Rock outcrop – Real complex [BtG], Comfort Rock outcrop complex [CrD], Eckrant Rock outcrop association [ErG], and Real-Comfort-Doss complex [RcD]) and much deeper soil on stream terraces (Lewisville silty clay [LeB]) (Batte 1984) (see **Figure 3** in **Attachment A**). The surface geology of the park is mapped as Cretaceous-age Glen Rose limestone (Kgr) (Barnes 1981) (see **Figure 4** in **Attachment A**). According to the Texas Department of Transportation (TxDOT) Potential Archeological Liability Map (PALM), the alluvial terraces along Barton Creek and Little Barton Creek within the future park have high potential to contain intact buried cultural material (see **Figure 5** in **Attachment A**). Much of the remainder of the park is mapped as having moderate potential to contain intact buried cultural material, with the exception of areas of exposed or shallowly buried bedrock, which are considered to have high potential for surficial or shallow archeological deposits but no potential for buried cultural material.

Based on the site distribution pattern in the vicinity, mapped soil units, surface geology, and TxDOT’s PALM data, there is potential for archeological sites to occur within the park. Coordination with the Texas Historical Commission (THC) under the Antiquities Code of Texas (ACT) would be required prior to ground disturbing activities at the park.

**4.0 Geological Resources**

Rathgeber Park is underlain by the Cretaceous-age Upper Glen Rose Member of the Glen Rose Formation, Trinity Group (see **Figure 4** in **Attachment A**). This member of the Glen Rose Formation is composed of thin-bedded alternating layers of limestone, dolomite, and marl which create the typical stair-step topography of the Hill Country region. The Upper Glen Rose Member makes up the Upper Trinity Aquifer

that is relatively shallow and generally perched water in Rathgeber Park. The perched water may result in springs and seeps in the area (Barnes 1981).

With respect to the Texas Commission on Environmental Quality (TCEQ) Edwards Aquifer Program (EAP), Rathgeber Park is located within the Contributing Zone of the Edwards Aquifer as identified by the TCEQ (see **Figure 7** in **Attachment A**). Activity within the Rathgeber Natural Resource Park must abide by the TCEQ Contributing Zone regulations. The Edwards Aquifer Contributing Zone is defined as “the area or watershed where runoff from precipitation flows downgradient to the recharge zone of the Edwards Aquifer.” The boundary between the Edwards Aquifer Transition Zone and Recharge Zone is located approximately eight miles southeast of the park area. As Rathgeber Park is not located within the Edwards Aquifer Recharge Zone, by definition, no sensitive Edwards Aquifer recharge features regulated by the TCEQ EAP exist within the future park boundary (Wierman et al. 2010; TCEQ 2020).

**5.0 Ecological Resources**

*5.1 Threatened and Endangered Species*

This section provides an overview of federally and state-listed threatened and endangered species as well as the critical environmental features that could potentially occur within the future park. The U.S. Fish and Wildlife Service (USFWS) has authority for protection of threatened and endangered species as provided by the Endangered Species Act (ESA) of 1973 and subsequent amendments and lists species for protection and monitoring that are considered imperiled. Vulnerable species that qualify for listing are categorized as candidates that have been deferred from the listing process pending further status review. The vulnerability decision is based on many factors affecting the species within its range and is always linked to the best current scientific data available to the USFWS. Species listed as endangered (E) or threatened (T) by the USFWS are provided full protection. This protection includes a prohibition on direct take of the listed species in addition to indirect take, such as destruction of critical habitat. The ESA and accompanying regulations provide the necessary authority and incentive for the individual states to establish their own regulatory vehicle for the management and protection of threatened and endangered species.

The Texas Parks & Wildlife Department (TPWD) oversees endangered resources through the Wildlife Division’s Wildlife Diversity Program. This program is responsible for maintaining county occurrence records of federally and state-listed threatened and endangered species and also maintains a Natural Diversity Database (TXNDD) that provides specific site information and other species status tracking information on listed or rare animal and plant species, including unique or declining vegetation communities of concern. State-listed endangered species have limited regulatory protection. While these species cannot be taken, collected, held, or possessed without a permit, their habitat is afforded no regulatory protection, except on tracts managed by state, federal, or private interests for conservation purposes.

Federally and state-listed threatened and endangered species that could occur in Hays County were determined by referencing existing county lists maintained by the TPWD, the Information for Planning and Consultation (IPaC), and the county occurrence databases maintained by the USFWS. Information provided from these databases is summarized in **Table 1**.

Databases of sensitive species maintained by the USFWS and TPWD identified 20 federally listed threatened, endangered, candidate, or proposed for listing species that may occur or have historically occurred in Hays County, including two plants, six mollusks, three insects, two fish, four amphibians, two birds, and one mammal (see **Table 1** below). The USFWS IPaC Official Species List states that the piping plover (*Charadrius melodus*) and red knot (*Calidris canutus rufa*) only need to be considered for wind energy projects; therefore, these species are not addressed in this technical memorandum. Additionally, nine state-listed species that are not federally listed could potentially occur in Hays County. These include one crustacean, two fish, two amphibians, two reptiles, and two birds. The TPWD and USFWS lists vary due to differences in the procedures for collecting and disseminating data on recorded occurrences. A preliminary site visit was conducted during the October 2023 to assess the likelihood for the species listed below to occur within Rathgeber Park (referred to below as the study area) (see **Photos 9–15** in **Attachment B**); however, detailed investigations or presence-absence surveys for individual species have not been conducted.

Table 1: Threatened and Endangered Species of Potential Occurrence in Hays County, Texas				
Species	Federal Status	State Status	Description of Suitable Habitat	Potential Habitat Present?
<b>Plants</b>				
<b>Bracted Twistflower</b> <i>Stematanthus bracteatus</i>	T	T	Texas endemic; shallow, well-drained gravelly clays and clay loams over limestone in oak-juniper woodlands and associated openings, on steep to moderate slopes, and in canyon bottoms; several known soils include Tarrant, Brackett, or Speck over Edwards, Glen Rose, and Walnut geologic formations.	Yes; the study area is located over the Glen Rose geologic formation and suitable clay soils for this species occur within the study area (USDA NRCS 2023, USFWS 2021, and USGS 2023).
<b>Texas Wild-rice</b> <i>Zizania texana</i>	LE	E	Endemic to the upper San Marcos River in Hays County. It is a submergent grass found in clear, cool, swift spring-water mostly less than 1-meter (3.2 feet) deep, with coarse sandy sediments.	No; the study area is outside of the known range of this species.
<b>Mollusks</b>				
<b>False Spike Mussel</b> <i>Fusconaia mitchelli</i>	PE	T	Occurs in small streams to medium-size rivers in habitats such as riffles and runs with flowing water. Often found in stable substrates of sand, gravel, and cobble.	No; suitable stream habitat for this species does not occur within the study area. Little Barton Creek, Barton Creek, and associated tributaries are ephemeral to intermittent and do not retain the flow levels required to support this species.
<b>Guadalupe Fatmucket</b> <i>Lampsilis bergmanni</i>	PE	T	This species of freshwater mussel was recently discovered to be an independent species. It is only known to occur in the upstream portion of the Guadalupe River Basin.	No; the study area is outside of the known range of this species.
<b>Guadalupe Orb</b> <i>Cyloniaia necki</i>	PE	T	Occurs only in the Upper Guadalupe River basin in two separate and isolated populations: Upper Guadalupe River in Comal, Kendall, and Kerr Counties, Texas, and the Lower Guadalupe River/San Marcos River in Caldwell, Guadalupe, Gonzales, DeWitt, and Victoria Counties, Texas.	No; the study area is outside of the known range of this species.

Table 1: Threatened and Endangered Species of Potential Occurrence in Hays County, Texas				
Species	Federal Status	State Status	Description of Suitable Habitat	Potential Habitat Present?
<b>Texas Fatmucket</b> <i>Lampsilis bracteata</i>	PE	T	Occurs in slow to moderate current in sand, mud, and gravel substrates among large cobble, boulders, bedrock ledges, horizontal cracks in bedrock slabs, and macrophyte beds. Has also been observed inhabiting the roots of cypress trees and vegetation along steep banks. Past authorities have reported this species intolerant of reservoir conditions, but recent surveys suggest it may persist in some impoundment conditions.	No; suitable stream habitat for this species does not occur within the study area. Little Barton Creek, Barton Creek, and associated tributaries are ephemeral to intermittent and do not retain the flow levels required to support this species.
<b>Texas Fawnsfoot</b> <i>Quadrula petrina</i>	PT	T	Known or believed to occur within north and central Texas and the northern portion of the Gulf Coast. Found in medium- to large-sized streams and rivers with flowing waters and mud, sand, and gravel substrates. Adults are most often found in bank habitats with fine and coarse sediment, also run edge and pool edge. Occasionally found in backwater or riffle habitats.	No; suitable stream and river habitat for this species does not occur within the study area. Little Barton Creek, Barton Creek, and associated tributaries are ephemeral to intermittent and do not retain the flow levels required to support this species.
<b>Texas Pimpleback</b> <i>Cycloniaia petrina</i>	PE	T	Occurs in medium-size streams to large rivers primarily in riffles and runs. Often found in substrates composed of sand, gravel, and cobble, including mud-silt or gravel-filled cracks in bedrock slabs. Considered intolerant of reservoirs.	No; suitable stream habitat for this species does not occur within the study area. Little Barton Creek, Barton Creek, and associated tributaries are ephemeral to intermittent and do not retain the flow levels required to support this species.
<b>Insects</b>				
<b>Comal Springs Dryopid Beetle</b> <i>Stygoparnus comalensis</i>	E	E	Occurs in the uncontaminated aquatic habitat of several outlets of Comal Springs which forms the headwaters of the Comal River. It is unknown whether the center of the population resides further underground in the aquifer, or just below the surface.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer and is therefore outside the known range of this species.
<b>Comal Springs Riffle Beetle</b> <i>Heterelmis comalensis</i>	E	E	Occurs in gravel substrates and shallow riffles in headwater spring runs in the Comal Springs system. It may be able to retreat back into spring openings or burrow down to wet areas below the surface of the streambed to find cover and shelter.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer and is therefore outside the known range of this species.

Table 1: Threatened and Endangered Species of Potential Occurrence in Hays County, Texas				
Species	Federal Status	State Status	Description of Suitable Habitat	Potential Habitat Present?
<b>Monarch Butterfly</b> <i>Danaus plexippus</i>	C	NL	Found statewide. Adults are found in a variety of habitats including native prairies, pastures, open woodlands and savannas, desert scrub, roadsides, and other habitats with abundant nectar plants, including urbanized areas. Although adults may be present year-round, they are primarily encountered March–November and are most commonly observed in the summer and fall during breeding and migration. Caterpillars are found on various species of the family Asclepiadaceae (occasionally treated as a subfamily of Apocynaceae). Common host plants in Texas include milkweeds ( <i>Asclepias</i> spp.), milkweed vines ( <i>Matelea</i> spp.), climbing milkweed ( <i>Funastrum</i> spp.), swallowworts ( <i>Cynanchum</i> spp.), and anglepod ( <i>Gonolobus suberosus</i> ). Caterpillars are most frequently observed between April and September.	Yes; suitable host plants for this species could occur within the study area.
<b>Crustaceans</b>				
<b>Texas Troglitic Water Slater</b> <i>Lirceolus smithii</i>	NL	T	Little is known about this aquifer dwelling isopod, and it has only been observed from groundwaters coming from an artesian well in San Marcos, Texas. It is a subaquatic and subterranean obligate.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer and is therefore outside the artesian zone and known range of this species.
<b>Fish</b>				
<b>Fountain Darter</b> <i>Etheostoma fonticola</i>	E	E	Range is now restricted to upper Brazos River upstream of Possum Kingdom Lake. May be native to Red River and Colorado River basins. Typically found in turbid water over mostly silt and shifting sand substrates.	No; the study area is outside of the current known range of this species. Additionally, suitable stream habitat for this species does not occur within the study area.
<b>Guadalupe Darter</b> <i>Percina apristis</i>	NL	T	Endemic to the Guadalupe River Basin. Found in riffles and is most common under or around 25-30 cm boulders in the main current. This species seems to prefer moderately turbid water.	No; the study area is outside of the current known range of this species. Additionally, suitable stream habitat for this species does not occur within the study area.
<b>Headwater Catfish</b> <i>Ictalurus lupus</i>	NL	T	Currently found in the Pecos River and Rio Grande drainages, this species is thought to be extirpated from its range in central Texas. This fish prefers spring-fed rivers and creeks within sandy and rocky riffles, runs, and pools.	No; the study area is outside of the current known range of this species. Additionally, suitable stream habitat for this species does not occur within the study area.
<b>San Marcos Gambusia</b> <i>Gambusia georgei</i>	E	NL	Restricted to the San Marcos River, occurs in shallow, quiet, mud-bottomed, shoreline areas with little to no vegetation.	No; the study area is outside of the known range of this species. Additionally, USFWS has proposed to delist this species due to extinction (USFWS 2023a).
<b>Amphibians</b>				
<b>Austin Blind Salamander</b> <i>Eurycea waterlooensis</i>	E	NL	Mostly restricted to subterranean cavities of the Edwards Aquifer; dependent upon water flow/quality from the Barton Springs segment of the Edwards Aquifer.	Yes; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer.
<b>Barton Springs Salamander</b> <i>Eurycea sosorum</i>	E	E	Dependent upon water flow/quality from the Barton Springs segment of the Edwards Aquifer. Aquatic; associated with springs, streams and caves with rocky or cobble beds.	Yes; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer.

Table 1: Threatened and Endangered Species of Potential Occurrence in Hays County, Texas				
Species	Federal Status	State Status	Description of Suitable Habitat	Potential Habitat Present?
<b>Blanco Blind Salamander</b> <i>Eurycea robusta</i>	NL	T	Known from only one specimen collected in a subterranean karst feature within the Edwards Aquifer below the Blanco River.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer and is therefore outside the known range of this species.
<b>San Marcos Salamander</b> <i>Eurycea nana</i>	T	T	Occurs only in Spring Lake and the upper San Marcos River in San Marcos, Texas. Optimal habitat includes clear waters associated with springs in areas of sand, gravel, large rock, and vegetative cover at a depth of 3.3 to 6.6 feet.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer and is therefore outside the known range of this species.
<b>Texas Blind Salamander</b> <i>Eurycea rathbuni</i>	E	E	Occurs only in the subterranean karst features within the San Marcos Pool of the Edwards Aquifer.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer, and is therefore, outside the known range of this species.
<b>Texas Salamander</b> <i>Eurycea neotenes</i>	NL	T	Found in subterranean streams, springs, creek headwaters, and caves with rocky or cobble beds. It generally remains under rocks and among the cobbles at the bottom of stream beds.	No; the study area is outside the known range of this species. This species is known only from a limited range within Bexar County and Kendall County, Texas (NatureServe 2023; USGS 2001).
<b>Reptiles</b>				
<b>Cagle's Map Turtle</b> <i>Graptemys caglei</i>	NL	T	Occurs throughout the Guadalupe River system but is primarily associated with stretches of river with shallow water with swift to moderate flow connected by riffles and deep pools with slower flow rates.	No; the study area is located within the Colorado River Basin and is therefore outside the known range of this species.
<b>Texas Horned Lizard</b> <i>Phrynosoma cornutum</i>	NL	T	Open, arid, and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March–September.	No; suitable habitat does not occur within the study area.
<b>Birds</b>				
<b>Golden-cheeked Warbler</b> <i>Setophaga chrysoparia</i>	E	E	Juniper-oak woodlands; dependent on mature Ashe juniper for long fine bark strips used in nest construction; nesting season late March–early summer.	Yes; habitat of suitable vegetation species, structure, and patch size for this species occurs in the vicinity of the study area. Potential habitat for the Golden-cheeked Warbler within the study area is shown on <b>Figure 6</b> in <b>Attachment A</b> .
<b>White-faced Ibis</b> <i>Plegadis chihi</i>	NL	T	Prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; currently confined to near-coastal rookeries in hog-wallow prairies. Nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats.	No; potential migrant through the study area but any use would be considered temporary.
<b>Whooping Crane</b> <i>Grus americana</i>	E	E	Utilizes small ponds, marshes, and flooded grain fields for both roosting and foraging. Potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties.	No; potential migrant through the study area; however, while this species utilizes a variety of habitats during migration, Whooping Cranes prefer isolated areas away from human disturbance (Campbell 2003) and have not been documented to occur within the vicinity of the study area (eBird 2023).

Table 1: Threatened and Endangered Species of Potential Occurrence in Hays County, Texas				
Species	Federal Status	State Status	Description of Suitable Habitat	Potential Habitat Present?
<b>Wood Stork</b> <i>Mycteria americana</i>	NL	T	Prefers to nest in tracts of bald cypress or red mangrove; forages in prairie ponds, flooded pastures or fields, ditches and other shallow standing water, including salt-water; usually roosts communally in tall snags; breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands. No breeding records in Texas since 1960.	No; potential migrant through the study area; however, this species has not been documented to occur within the vicinity of the study area (eBird 2023). Additionally, this species does not breed or, within recent years, nest in Texas.
<b>Mammals</b>				
<b>Tricolored Bat</b> <i>Perimyotis subflavus</i>	PE	NL	Suitable summer habitat consists of a wide variety of forested/wooded habitats where this species roosts, forages, and travels and may include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields, and pastures. This includes forests and woodlots containing trees with potential roost substrate (i.e., live and dead leaf clusters of live and recently dead deciduous trees, Spanish moss [ <i>Tillandsia usneoides</i> ], and beard lichen [ <i>Usnea trichodea</i> ]), as well as linear features such as fencerows, riparian forests, and other wooded corridors. Tricolored bats will roost in a variety of tree species, especially oaks ( <i>Quercus spp.</i> ), and often select roosts in tall, large diameter trees, but will roost in smaller diameter trees when potential roost substrate is present (e.g., 4-inch [10-centimeter]). In the southern portion of the range, where this species exhibits shorter torpor bouts and remains active and feeds year-round, tricolored bats may roost in culverts, bridges, cavities in live trees, live and dead leaf clusters, and/or Spanish moss during the winter (USFWS 2023b).	Yes; suitable roosting and foraging habitat for this species occurs in the vicinity of the study area.

E – Endangered  
 T – Threatened  
 C – Candidate for Listing  
 PE – Proposed for Listing as Endangered  
 PT – Proposed for Listing as Threatened  
 NL – Not Listed

Sources:  
 Texas Parks & Wildlife Department (TPWD) Annotated County Lists of Rare Species: Hays County, last revision September 1, 2023. <http://tpwd.texas.gov/gis/rtest/> (accessed October 18, 2023).  
 U.S. Fish and Wildlife Service (USFWS), Official Species List for project location in Hays County, Texas generated October 20, 2023. <http://ecos.fws.gov/ipac/>

A search of documented records of rare, threatened, and endangered species occurrence information maintained by the TPWD’s TXNDD was completed on October 24, 2023. It should be noted that information from the TXNDD cannot be used for presence/absence determinations. This database search indicated that no federally or state-listed threatened or endangered species have been documented to occur within two miles of the study area.

Based on desktop review and limited field investigations, habitat for one federally listed endangered bird, the Golden-cheeked Warbler (*Setophaga chrysoparia*) (see **Figure 6 in Attachment A** and **Photos 10–11; 13–14 in Attachment B**); two federally-listed amphibians, the Austin blind salamander (*Eurycea*

*waterloensis*) and the Barton Springs salamander (*Eurycea sosorum*); and one federally-listed threatened plant, the bracted twistflower (*Stephanthus bracteatus*), was found to potentially occur within the study area. Additionally, suitable habitat for the tricolored bat (*Perimyotis subflavus*), proposed for federal listing as endangered, may occur within the study area.

The monarch butterfly (*Danaus plexippus plexippus*), a candidate for federal listing, may occur within the study area. A major component of its habitat are various milkweeds which are a preferred egg-laying location and primary food source of the butterfly larvae. The USFWS intends to propose listing the monarch butterfly in Fiscal Year 2024.

In addition to the federally listed, proposed, and candidate species, the state-listed white-faced ibis (*Plegadis chihi*) and wood stork (*Mycteria americana*) could potentially occur as migrants through the study area; however, any use would be considered temporary.

5.2 Critical Environmental Features

Critical environmental features (CEFs) are defined by the Dripping Springs, Texas–Code of Ordinances (Code) as “geologic or manmade features that are critically important to assure protection of water quality in the hydraulic interconnectedness between the ground surface and the Edwards Aquifer and the rapid infiltration to the subsurface. Features that are of critical importance to protect may include, but are not limited to, bluffs, springs, caves, solution-enlarged fractures, and sinkholes.” These are more fully defined in Section 22.05.010 of the Code and are discussed below. CEF protective setbacks are established in Section 22.05.018 of the Code. The standard setback distance for all CEFs is 150 feet.

Bluffs

While the Code does not define bluffs, the City of Austin (COA) Land Development Code (LDC) 25-8-1 and 30-5-1 defines a bluff as an abrupt vertical change in topography of more than 40 feet with an average gradient greater than 400 percent. Bluffs are any steep slopes in soil, rock, or alluvial deposits that meet the dimensions and slope requirements stated above and are not manmade cuts such as roadside rock outcrops and active rock quarry walls. Generally, bluffs are associated with riparian areas. Based on limited field investigations conducted during the October 2023 site visit and desktop review, no bluffs were documented within 150 feet of the study area. Further field investigations would need to be conducted to confirm the absence of bluff CEFs within the study area.

Point Recharge Features

Point recharge features consist of several types of natural openings and topographic depressions formed by the dissolution of limestone that lies over the Edwards Aquifer recharge zone and may transmit a significant amount of surface water into the subsurface. Point recharge features include caves, sinkholes, faults, joints, or other natural features. Based on limited field investigations conducted during the October 2023 site visit and review of the Geologic Assessment conducted for the Headwaters at Barton Creek, no point recharge features were identified within the study area (Horizon 2014). However, as the study area is located over the Contributing Zone of the Edwards Aquifer, potential subsurface point recharge features could occur within the study area.

Springs and Seeps

Springs and seeps are points or zones of natural groundwater discharge that produce measurable flow or a pool of water; maintain a hydrophytic plant community (refer to Facultative-wet or Obligate plant species as listed in the National List of Plant Species That Occur in Wetlands, South Plains, Region 6, U.S. Department of the Interior, Washington D.C.); or exhibit other physical indicators, especially during drought conditions. Physical indicators of a spring or a seep include the existence of a pool of water, even if small; presence of hydrophytic plants; mineralization of calcium carbonate such as travertine and/or tufa; and/or detection of a water temperature gradient in the creek or pool. Based on a review of the Springs of Texas dataset (Data Basin 2014) and limited field investigations conducted during the site visit in October 2023, no springs or seeps are documented within 150 feet of the study area (see **Figure 7 in Attachment A**). Further field investigations would need to be conducted to confirm the absence of spring and seep CEFs within the study area.

Wetlands

Wetlands are defined as areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions and conforms to the U.S. Army Corps of Engineers’ (USACE’s) definition. Wetlands generally include swamps, marshes, bogs, and similar areas. Based on a review of National Wetlands Inventory (NWI) maps and limited field investigations, no wetlands are documented within 150 feet of the study area (see **Figure 7 in Attachment A**). Further field investigations would need to be conducted to confirm the absence of wetland CEFs within the study area.

Water Wells

Abandoned and unused wells, if not properly protected, can serve as an avenue for recharge to the underlying aquifer and therefore become a CEF. Based on a review of Texas Water Development Board (TWDB) data, no water wells are documented within 150 feet of the study area (see **Figure 7 in Attachment A**). Further field investigations would need to be conducted to confirm the absence of water wells within the study area.

6.0 Water Resources

6.1 Waters of the U.S.

NWI maps and National Hydrography Dataset (NHD) data were consulted to assess the potential for water features that may be subject to regulation under Section 404 of the Clean Water Act (CWA) to occur within the study area. Section 404 of the CWA authorizes the USACE to issue permits for the discharge of dredged or fill material into waters of the U.S., including wetlands. Any discharge into waters of the U.S. must be in accordance with Section 404(b)(1) guidelines developed by the Environmental Protection Agency (EPA) in conjunction with the USACE. Permits issued by the USACE are required for any activities that would result in the discharge of dredged or fill material into waters of the U.S. Regulated activities may be permitted through the USACE via Individual Permits (IP), Regional General Permits (RGP), or Nationwide Permits (NWP).

The NWI maps and NHD depict wetlands and other water features that have been identified using aerial photographs and other available mapping data; such features can include ponds, lakes, rivers, and

streams. Based on a review of resource maps, aerial photography, and limited field investigations conducted during the October 2023 site visit, Barton Creek, Little Barton Creek, and five associated unnamed tributaries occur within the study area (see **Figure 7 in Attachment A**). Further field investigations would need to be conducted to determine the extent of waters of the U.S., including wetlands, within the study area.

6.2 Water Quality Zones

The Code has established protective stream buffers to protect water quality within which development is prohibited or restricted. The Water Quality Buffer Zones (WQBZs) are the primary stream buffers established by Section 22.05.017 of the Code. The geometry can vary with the size of the contributing drainage area and watershed, and special circumstances at the sole discretion of the City. A WQBZ would need to be determined for streams within the study area.

6.3 Floodplains

The study area was investigated for encroachments into Federal Emergency Management Agency (FEMA) floodplains. The study area is within sections of the 100-year floodplains associated with Little Barton Creek and Barton Creek (FEMA Firm Panels: 48209C0105F, 48209C0106F, 48209C0108F; effective September 2, 2005) (see **Figure 7 in Attachment A**).

7.0 Socioeconomic & Community Resources

Desktop analysis was conducted to inventory the socioeconomic and community resources in the vicinity of Rathgeber Park, spanning a two-mile radius. Desktop analysis includes demographic data collected from census geographies that intersect or wholly fall within this two-mile zone (see **Figure 8 in Attachment A**) using the U.S. Decennial Census (2020) and the 2017–2021 American Community Survey. Race and ethnicity are evaluated at the block level, median; household income and limited English proficiency (LEP) are evaluated at the block group (BG) level.

For the purposes of this technical memorandum, a “minority” person is defined as a person meeting any of the following criteria:

- Black: a person having origins in any of the Black racial groups of Africa;
- Hispanic or Latino: a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- Asian American: a person having origins in any of the original people of Far East, Southeast Asia, or the Indian subcontinent;
- American Indian and Alaskan Native: a person having origins in any of the original people of North America, South America, and Central America, who maintains cultural identification through tribal affiliation or community recognition; and
- Native Hawaiian and Other Pacific Islander: a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands

A minority population encompasses distinct groups of minority individuals residing in close geographic proximity. As depicted in **Figure 8 in Attachment A**, census blocks with 50 percent or more minority persons occur throughout the two-mile radius. Among the 61 census blocks located within the two-mile radius, 51 are populated, 14 of which include a minority population equal to or exceeding 50 percent.

In this technical memorandum, "low income" is defined as a block group with a median household income that equals or falls below the Department of Health and Human Services (DHHS) poverty guideline for a family of four in the current year, which amounts to \$30,000 for 2023. A low-income population refers to any readily identifiable group of individuals with low income living in close geographic proximity. None of the block groups within a two-mile radius fall below the poverty guideline.

Within a two-mile radius, there is a total population of 7,987 individuals ages five years and older. Among them, 415 individuals are considered to have LEP, signifying that they speak English "less than very well." Among these LEP individuals, the majority (370 persons, which is 89 percent) speak Spanish, followed by Indo European languages (42 persons, or 10 percent), and Asian and Pacific Islander languages (three persons, comprising less than one percent).

To assist in identifying the regular users of Rathgeber Park, a desktop analysis of community facilities within a two-mile radius was conducted using Google Maps (see **Figure 8** in **Attachment A**). Community facilities within the vicinity of the future park include one educational institution, Dripping Springs Elementary, and three parks, Dripping Springs Ranch Park and Event Center, Founders Ridge Park, and Founders Memorial Park. Additionally, several residential subdivisions are located within the two-mile radius (see **Figure 8** in **Attachment A**). These include Headwaters, Sunset Canyon, Springlake, Legacy Trails, Cortaro, Texas Heritage Village, Residences at Big Sky Ranch, Founders Ridge, Barton Creek Ranch, and Harrison Hill.

### 8.0 Transportation Network

Rathgeber Park is located near the U.S. Highway 290 (US 290) and Ranch-to-Market (RM) 12 intersection and would primarily be accessed by car; currently, there are limited alternative transportation options. While plans for the park will potentially offer multiple access points for vehicles, pedestrians, and cyclists, there are currently few sidewalks and bike lanes leading to the park, and no nearby public transportation options. As depicted in **Figure 8** in **Attachment A**, there is one dedicated bike lane southeast of the park on US 290, spanning 0.2 miles. Beyond this, there are no dedicated bike lanes available within a two-mile radius.

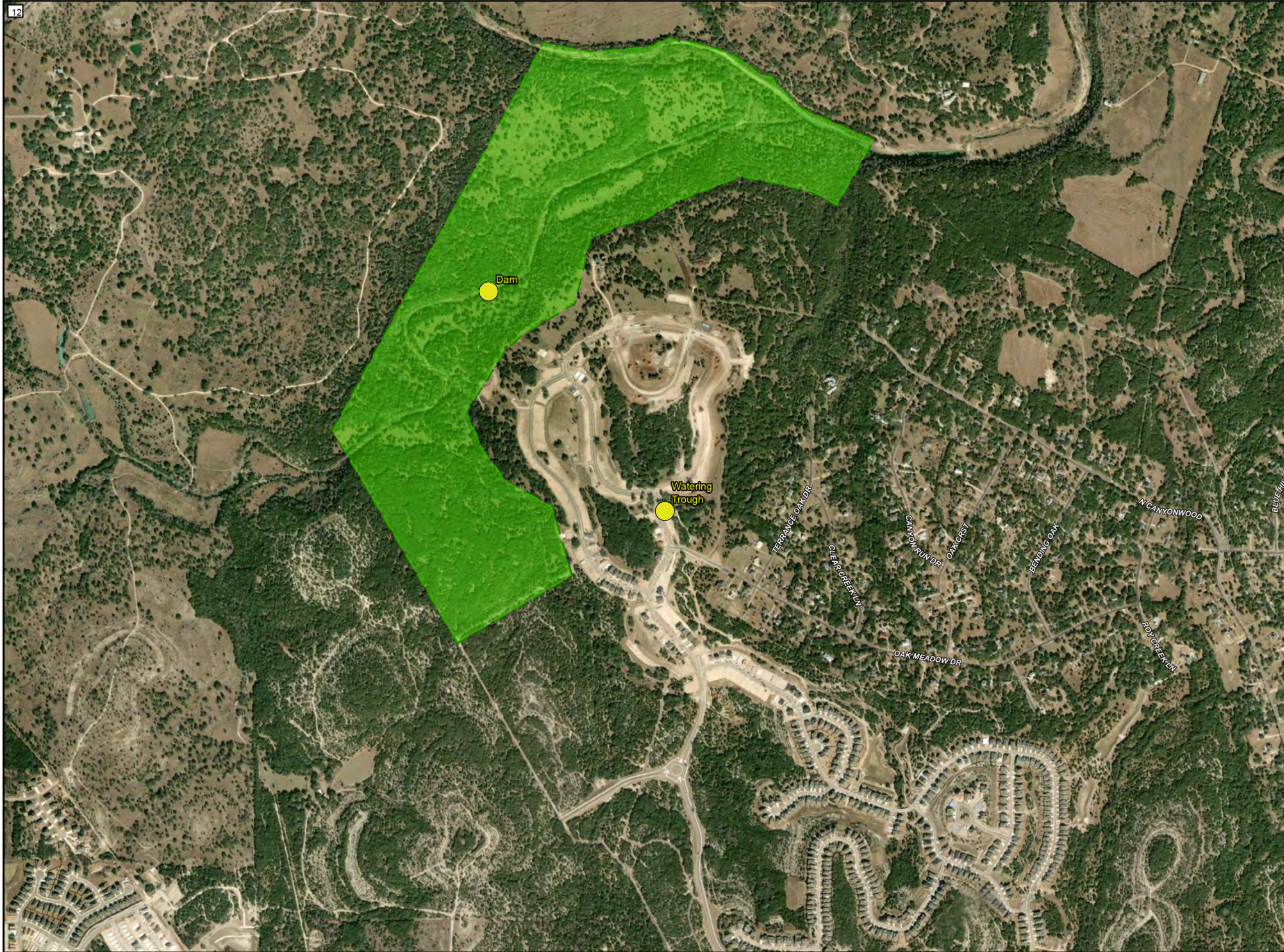
Once completed, the park will potentially be accessible via interconnected trails that link to nearby subdivisions, providing additional modes of access for residents and park visitors. Notably, the Headwaters subdivision, adjacent to Rathgeber Park, includes sidewalks throughout the neighborhood.

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**Figure 1**  
**Historic Resources**  
 Rathgeber Natural Resource Park  
 Hays County, Texas

**Key to Features**  
 ● Historic Resources  
 ■ Rathgeber Natural Resource Park Boundary

0 500 1,000  
 Feet  
 1 inch = 1,000 feet



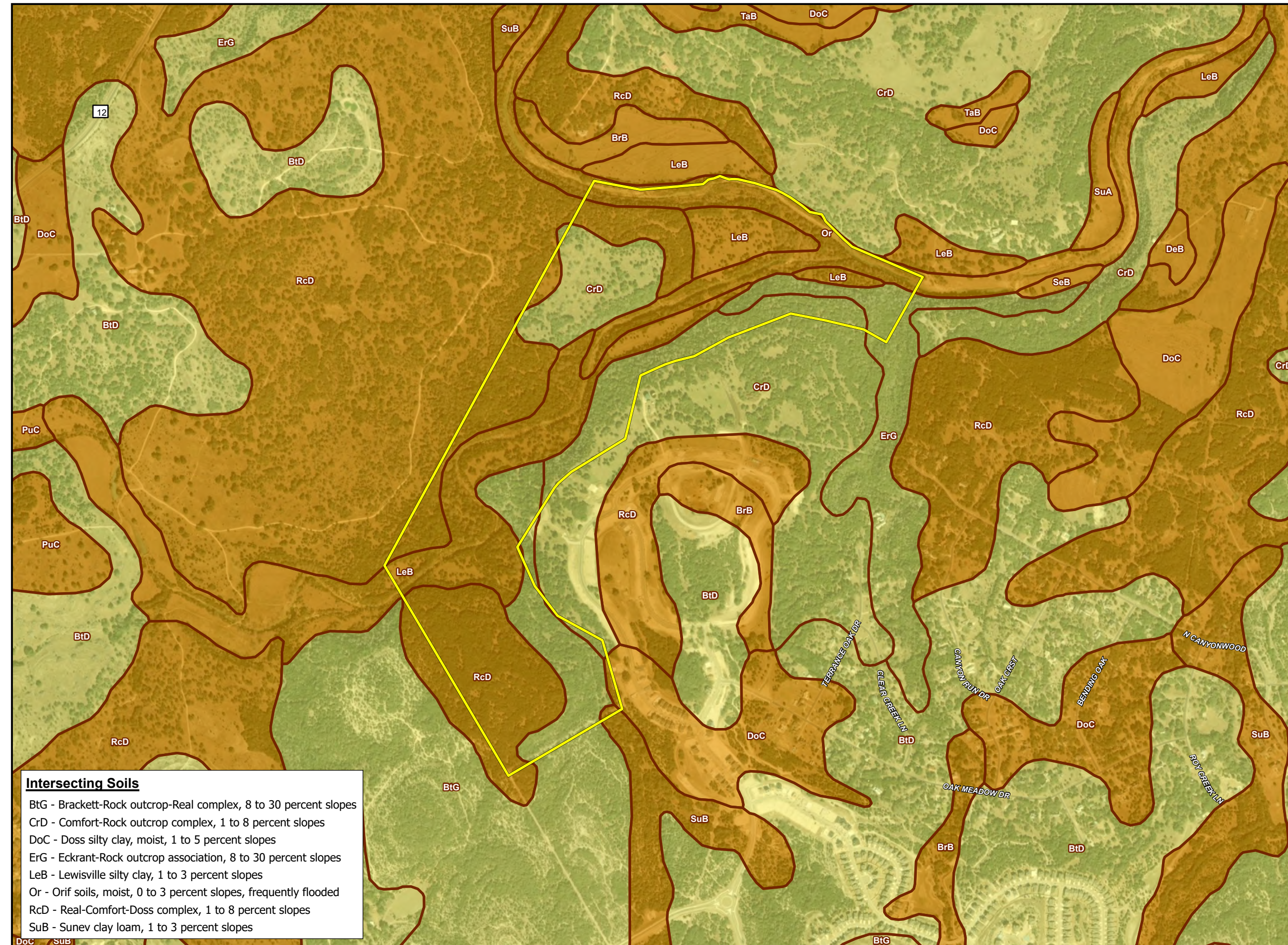
**Figure 2**  
**Archeological Resources**  
 Rathgeber Natural Resource Park  
 Hays County, Texas

**Key to Features**  
 ● Archeological Sites (point)  
 ■ Rathgeber Natural Resource Park Boundary

\*ARCHAEOLOGICAL SITES REDACTED

0 500 1,000  
 Feet  
 1 inch = 1,000 feet

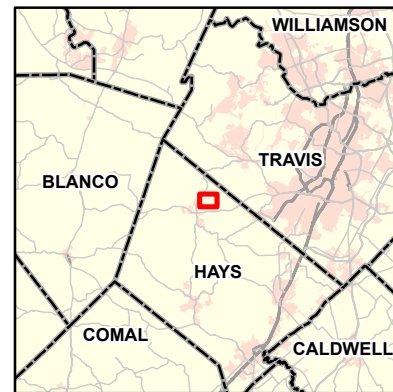




**Figure 3**

**Soils**

Rathgeber Natural Resource Park  
Hays County, Texas

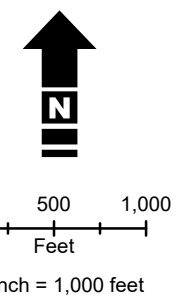


**Key to Features**

Rathgeber Natural Resource Park Boundary

Deeper Soils  
 Rock Outcrops

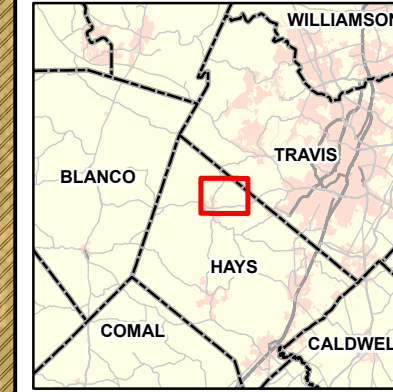
**Intersecting Soils**  
 BtG - Brackett-Rock outcrop-Real complex, 8 to 30 percent slopes  
 CrD - Comfort-Rock outcrop complex, 1 to 8 percent slopes  
 DoC - Doss silty clay, moist, 1 to 5 percent slopes  
 ErG - Eckrant-Rock outcrop association, 8 to 30 percent slopes  
 LeB - Lewisville silty clay, 1 to 3 percent slopes  
 Or - Orif soils, moist, 0 to 3 percent slopes, frequently flooded  
 RcD - Real-Comfort-Doss complex, 1 to 8 percent slopes  
 SuB - Sunev clay loam, 1 to 3 percent slopes



**Figure 4**

**Geological Resources**

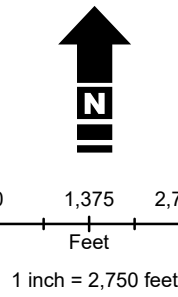
Rathgeber Natural Resource Park  
Hays County, Texas

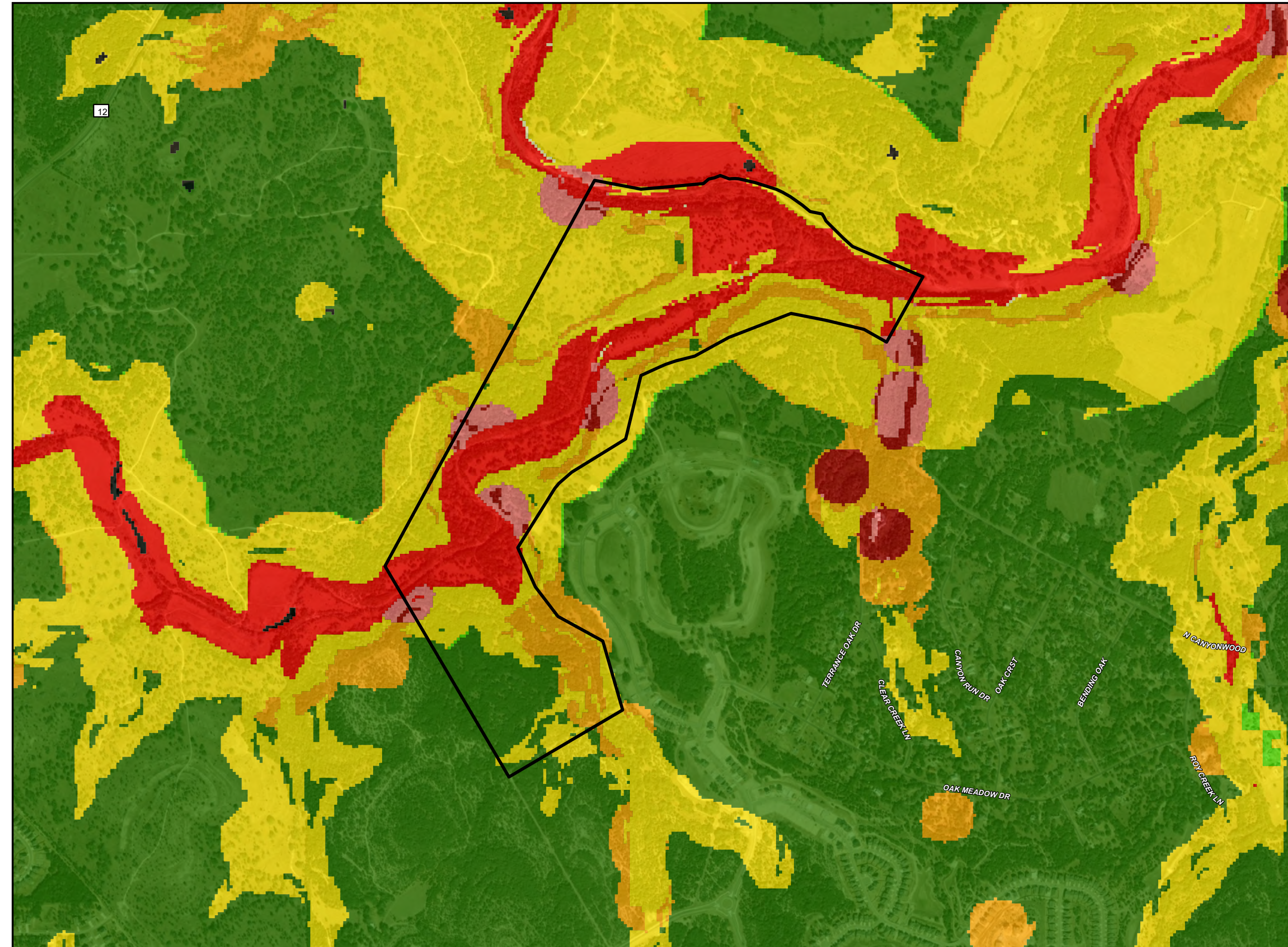


**Key to Features**

Rathgeber Natural Resource Park Boundary

**Geologic Formations (1:250,000)**  
 Kfr - Edwards Limestone, Comanche Peak Limestone, and Walnut Formation undivided  
 Kft - Fort Terrett Member of Edwards Limestone  
 Kgru - Upper Glen Rose Formation  
 Qal - Alluvium





**Figure 5**  
**PALM Data**  
 Rathgeber Natural Resource Park  
 Hays County, Texas

**Key to Features**  
 Rathgeber Natural Resource Park Boundary

**PALM Data**

- 0-negligible potential
- 1-low potential
- 2-low shallow potential, moderate deep potential
- 3-low shallow potential, high deep potential
- 4-moderate shallow potential, low deep potential
- 5-moderate potential
- 6-moderate shallow potential, high deep potential
- 7-high shallow potential, low deep potential
- 8-high shallow potential, moderate deep potential
- 9-high potential

0 500 1,000  
 Feet  
 1 inch = 1,000 feet



**Figure 6**  
**Potential Golden-cheeked Warbler Habitat**  
 Rathgeber Natural Resource Park  
 Hays County, Texas

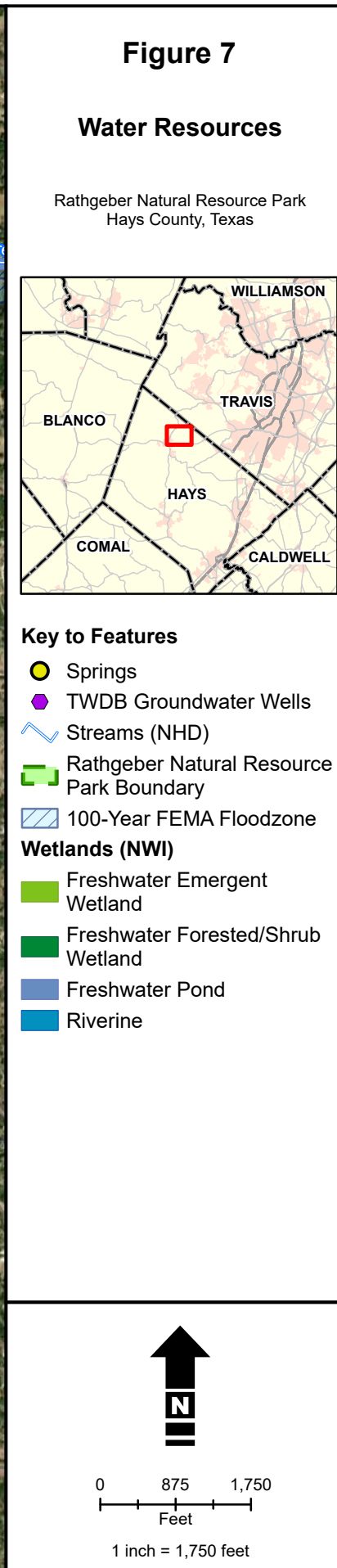
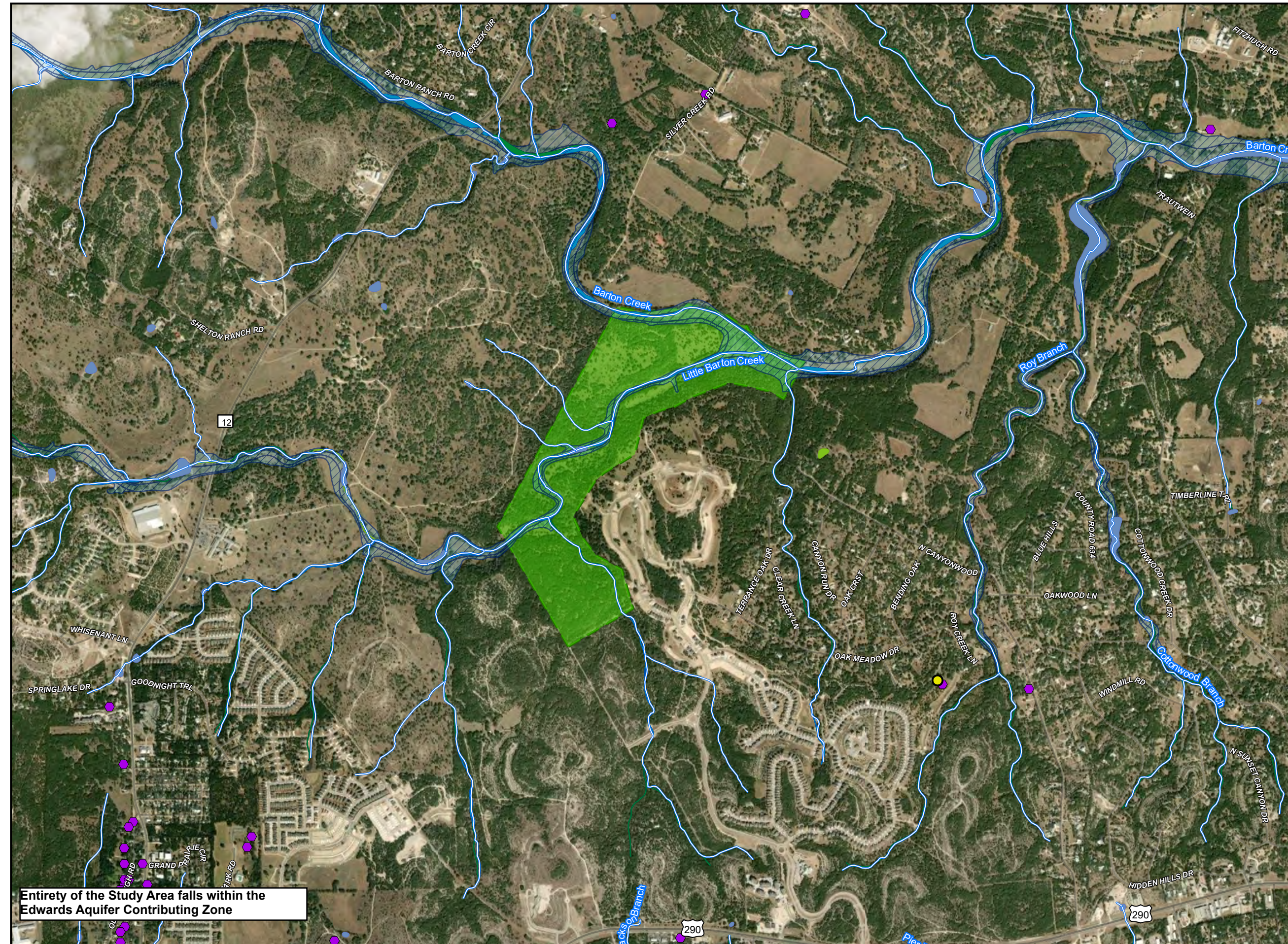
**Key to Features**  
 Rathgeber Natural Resource Park Boundary

**2013 Duarte et al. Model**

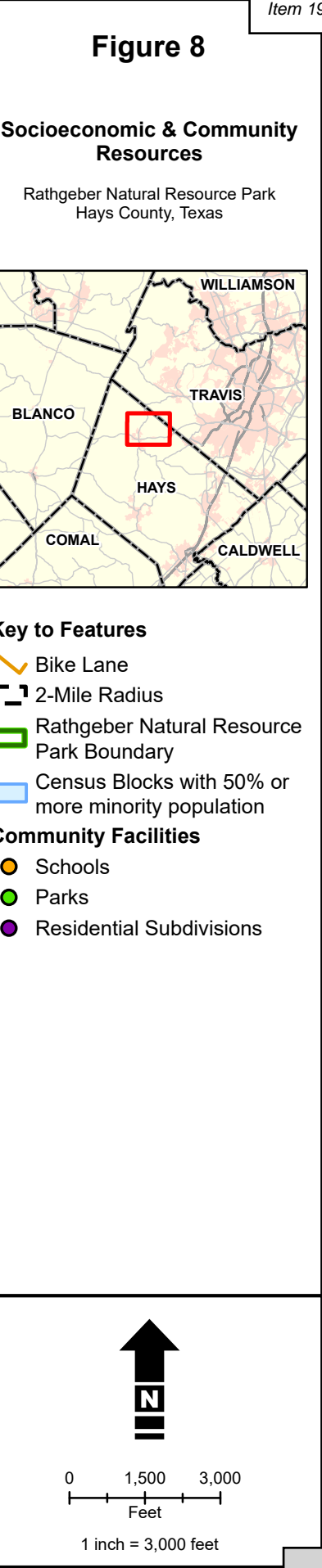
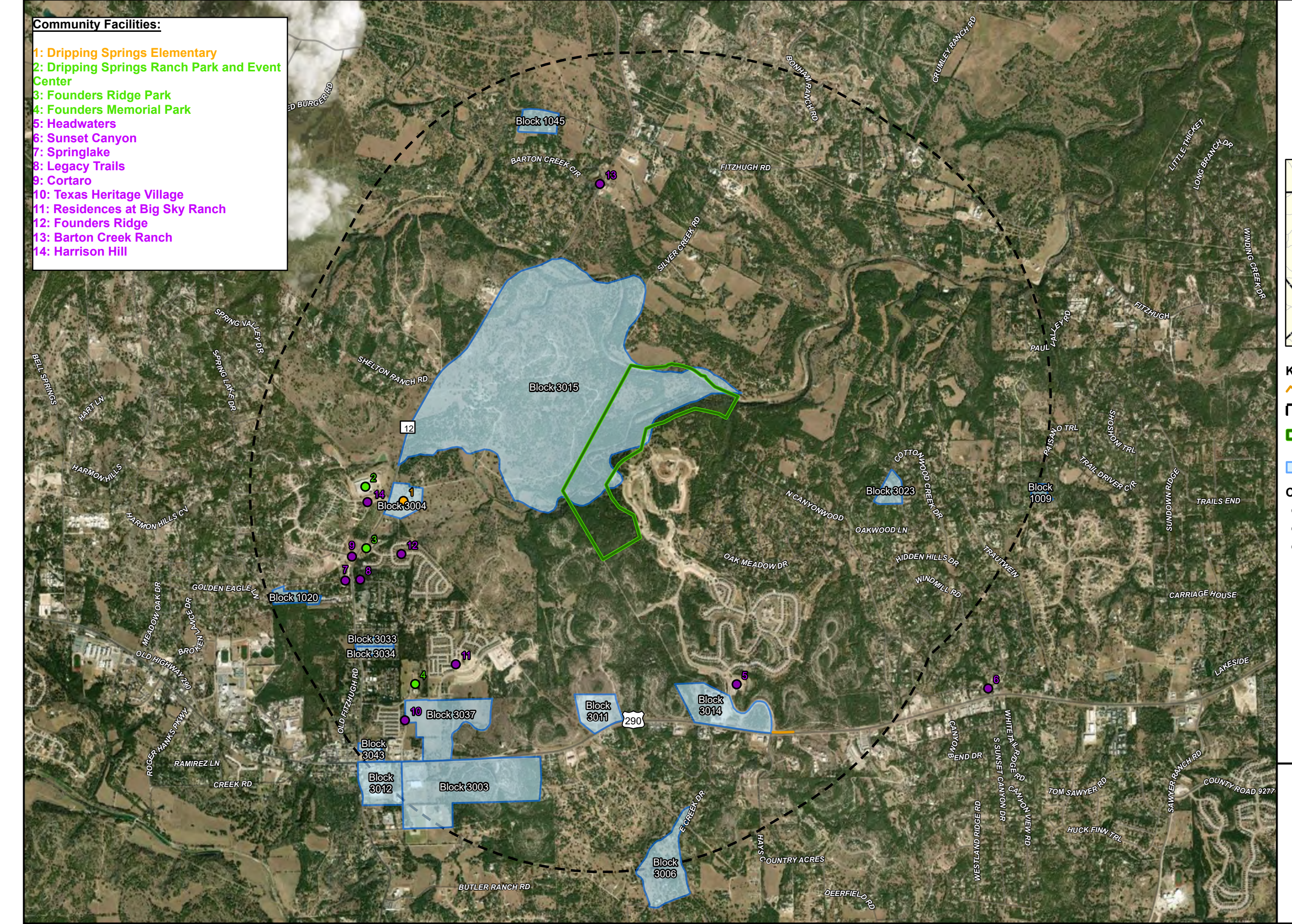
- Potential Habitat

0 875 1,750  
 Feet  
 1 inch = 1,750 feet

2013 Duarte et al. Model for Hays County



Entirety of the Study Area falls within the Edwards Aquifer Contributing Zone



- Community Facilities:**
- 1: Dripping Springs Elementary
  - 2: Dripping Springs Ranch Park and Event Center
  - 3: Founders Ridge Park
  - 4: Founders Memorial Park
  - 5: Headwaters
  - 6: Sunset Canyon
  - 7: Springlake
  - 8: Legacy Trails
  - 9: Cortaro
  - 10: Texas Heritage Village
  - 11: Residences at Big Sky Ranch
  - 12: Founders Ridge
  - 13: Barton Creek Ranch
  - 14: Harrison Hill



Photo 4: Historic dam along Little Barton Creek.



Photo 5: Historic dam along Little Barton Creek.



Photo 7: Historic dam along Little Barton Creek.



Photo 9: General overview of grassland and woodland vegetation.



Photo 6: Historic dam along Little Barton Creek.



Photo 8: Stairs leading to top of historic dam.



Photo 10: General view of potential Golden-cheeked Warbler habitat.



Photo 11: General view of potential Golden-cheeked Warbler habitat.



Photo 12: Tributary to Little Barton Creek.



Photo 13: View of Little Barton Creek downstream of historic dam with potential Golden-cheeked Warbler habitat.



Photo 14: View of Little Barton Creek with potential Golden-cheeked Warbler habitat..



Photo 15: Cardinal flower (*Lobelia cardinalis*) growing along bank of Little Barton Creek.



VISION PLAN REPORT - DRAFT  
for the  
CITY OF DRIPPING SPRINGS  
RATHGEBER NATURAL RESOURCE PARK

November 2023

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CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT



City of Dripping Springs  
Rathgeber Natural Resource Park

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Appendix A: Drainage Exhibit
Appendix B: Existing Easements and Utilities
Appendix C.1: FEMA MAPS - Adopted
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Appendix D.3: City Thoroughfare Plan
Appendix D.4: Zoning Map
Appendix D.5: Potential Development Map
Appendix D.6: City Limits Map



City of Dripping Springs  
Rathgeber Natural Resource Park

APPENDICES

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City of Dripping Springs  
Rathgeber Natural Resource Park

Item 19.

INTRODUCTION

The Rathgeber Natural Resource Park is located within the overall development boundary of Headwaters at Barton Creek. The development of the subdivision is subject to the Headwaters at Barton Creek Development Agreement (“Development Agreement”), dated January 11, 2005 recorded in Volume 2675, Page 649 of the official public records of Hays County, Tx. The Development Agreement was amended by the First Amendment to the Headwaters at Barton Creek Development Agreement on or about June 10, 2008 (“First Amendment”), the Development Agreement was further amended by the Second Amendment to the Headwaters at Barton Creek Subdivision on or about August 12, 2014 (the “Second Amendment”). The third amendment to this Development Agreement was recorded in document number 15032881, Volume 5349, Page 599 on or about October 14, 2015. The Development Agreement and amendments have been restated and are recorded in document number 20021126 of the official public records of Hays County, Tx. Headwaters at Barton Creek Development Agreement area is approximately 1,509.68 acres located at the intersection of W. Highway 290 and Headwaters Boulevard. The overall development consists of approximately 1,036-acres of residential development including a future school site, 167-acres of commercial development along the frontage of HWY 290. As part of the Headwaters Development Agreement, approximately 1,000-acres of parkland and open space are planned. It is our understanding that 300-acres of the Development Agreement parkland area has been dedicated to the City of Dripping Springs. This 300-acre area is proposed as the Rathgeber Natural Resource Park (‘Park’).

EXISTING CONDITIONS

The site is situated in an unplatted area of approximately 300-acres. The existing site is within the boundaries of the Headwaters Municipal Utility District, the City of Dripping Springs ETJ, Hays County, and the Edwards Aquifer Contributing Zone. The property has not been included in the final plats for the Headwaters Development. Working with the planning group at the City, a determination of a legal lot would be recommended for purposes of permitting and utility services.

The approximately 300-acre tract was conveyed to the City of Dripping Springs in a donation deed, filed in document number 20058660 of the Official Public Records of Hays County, Texas. The deed applies certain conditions and restrictions to the property. A title policy dated 01-03-2014 has been obtained for the property and lists easements and other exceptions from coverage that may encumber the property in Schedule B. These easements and exceptions should be analyzed with the proposed Park improvements. It is suggested that a boundary survey be procured to identify the locations of the easements with respect to the property boundaries. Ordering a title survey may also be considered by the City to better identify potential encroachments to the property.

ZONING

The site is currently located within the City of Dripping Springs ETJ and therefore zoning does not apply.

Adjacent Developments

The site is situated within the Headwaters at Barton Creek development. The Headwaters at Barton Creek residential development and Headwater MUD wastewater treatment plant and associated wastewater drip fields border the southeast property line of the Rathgeber Natural Resource Park. Also, within the Headwaters at Barton Creek development, Dripping Springs Independent School District owns approximately 64-acres and intends to develop an elementary school which shares the south property

line of the Park. Along the southwest property line the site is bordered by the planned development for Cynosure/Wild Ridge and along the northwest property line bordered by the planned development for Double L. See attached Existing Easements and Utilities Exhibit found in Appendix B for the adjacent property ownership information.

### Permitting Jurisdictions

The site is located within the jurisdictional boundaries of the following entities:

- City of Dripping Springs – ETJ
- ESD 6 – Hays County Fire Rescue
- Hays County
- Headwaters Municipal Utility District
- TCEQ - Edwards Aquifer Contributing Zone

Other potential permitting jurisdictions such United States Fish & Wildlife Service and the Army Corps of Engineers are to be identified by others as they relate to environmental restrictions.

### Site Access

There is an existing access easement located near the north end of the Headwaters development. This existing easement was granted to Rathgeber Investment Company, LTD. in volume 3434, page 335; later restated in document number 10021574, revised in the first amendment document number 16020366 and later revised in the second amendment document number 20021127 of the O.P.R.H.C.TX. With the City’s acquisition of the property, the beneficial use of this access easement would typically follow with the ownership. This should be confirmed with City legal.

Pedestrian access points to the park are provided by the Headwaters at Barton Creek Development per the Development Agreement. Additional potential pedestrian access points are illustrated on the parkland exhibits of the Cynosure/Wild Ridge and Double L developments. Additional vehicular access points are anticipated to be needed and options will be evaluated further as the Park design progresses.

### City Planning

The following City plans are attached to this report in Appendix D.

#### Trails Plan

The “Official City-Wide Trails Plan Map” adopted by Ordinance No. 2020-52 on 10/13/2020 identifies trail connections through the Rathgeber Natural Resource Park.

#### Open Space Master Plan

The City’s Open Space Master Plan dated 3/23/2015 identifies trail connections through the Rathgeber Natural Resource Park.

#### Thoroughfare Plan

The City’s thoroughfare plan identifies planned roadway connections, shared use paths and enhanced roadway sections in areas around the Rathgeber Natural Resource Park. No shared use paths are shown to extend through the Park.

### Impervious Cover

Per the Development Agreement, impervious cover percentage is defined as:

**1.15 Impervious Cover Percentage:** The percentage calculated by dividing the total acres of impervious cover on the Land (but excluding from such total any impervious cover developed on the School Tract) by the total number of acres included in the Land. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer based on the deck design and materials. In the calculation of impervious cover, the following shall be characterized as *pervious* for all purposes: open space, greenbelt, mitigation land, park, irrigation field, flood plain, water quality and/or drainage facility and/or area, detention facility, swale, irrigation area, playground, athletic fields, granite or pea gravel trail.

With this definition, it appears that park improvements would not be regulated by the development agreement in regard to impervious cover. Should the City determine that parkland is restricted and that the impervious cover definition of the Development Agreement does not exclude the park, then a separate tracking of impervious cover within the DA could be evaluated.

It is recommended this be confirmed by City legal.

Hays County does not limit impervious cover.

### Drainage

#### Floodplain

FEMA Flood Insurance Rate Maps (‘FIRM’) have been adopted for Hays County as of September 2, 2005. We understand that Hays County may be working on a floodplain study for the area. We have been unable to obtain floodplain data from Hays County after contacting them. The floodplain information page of the Hays County website directs property owners to view the preliminary revised FEMA FIRMS dated December 14, 2022 for review and comment. The adopted and preliminary FIRM 100-year floodplains are shown in the drainage exhibit attached to this report as Appendix A.

#### Detention

Per the Headwaters Development Agreement Exhibit C-2, detention is not required for development of 20% impervious cover or less that drains to Barton Creek. This criteria will be used in the further development of the Rathgeber infrastructure plan.

Hays County requires limiting the post developed storm events for the two (2), five (5), ten (10), twenty-five (25) and one hundred (100) year storm events to that of the pre-developed condition. As the Park drains directly to Barton Creek, a variance from Hays County could be sought.

#### Water Quality

The site is located within the Contributing Zone of the Edwards Aquifer as defined by the Texas Commission on Environmental Quality (“TCEQ”). The entirety of the development is within the jurisdiction that contributes to Barton Springs Zone as defined by the TCEQ. Since the proposed

development is within the Edwards Aquifer Contributing Zone, the development is subject to the Contributing Zone Plan (“CZP”) requirements per the TCEQ.

If water is obtained from the Headwaters MUD to serve the site, then the proposed development is also subject to the Lower Colorado River Authority (“LCRA”) Memorandum of Understanding (“MOU”) with U.S. Fish and Wildlife. Compliance with the MOU may be achieved through meeting the TCEQ Optional Enhanced Measures (“OEM”). The development will be required to treat 80% of the increase of Total Suspended Solid (TSS) loading to meet the OEM requirements. The development will also be required to abide by the best management practices, as outlined in the Development Agreement:

- 70% removal of TSS loadings created by development
- 70% removal of the Phosphorus loadings created by development

As the project and associated infrastructure continues to be defined, these elements will also be coordinated with the City engineer.

### Buffers

According to Development Agreement Section 2.7.6(c) all buffer zones for the site for the City of Dripping Springs are identified in Exhibit ‘D’. The buffer zones are shown in the attached buffer and floodplain exhibit. As the property is subject to the Development Agreement, the City of Dripping Springs buffers are not depicted in the attached drainage exhibit.

If water is obtained from the Headwaters MUD, then the project is subject to comply with the LCRA MOU as noted above. This may be done through compliance with the TCEQ OEM and associated buffers.

Hays County does not have required buffer zones.

### Utility Providers

Utility providers in the area include the following:

- Water – Headwaters Municipal Utility District
- Wastewater – Headwaters Municipal Utility District
- Treated Effluent – Headwaters Municipal Utility District
  - o Treated effluent may be available for irrigation use if it is outside of the stream buffer zones
- Electric – Pedernales Electric Cooperative
- Gas – One Texas Gas

### Easements

A title policy has been obtained by the City for the site to identify applicable easements and restrictions. It is suggested that a boundary survey be procured to identify the locations of the easements with respect to the property boundaries. Ordering a title survey may also be considered by the City to better identify potential encroachments to the property. Approximate locations of known existing easements on or adjacent to the site are identified on the Existing Easements and Utilities Exhibit attached as Appendix B to this report. This exhibit may not include all easements identified in the title policy, which

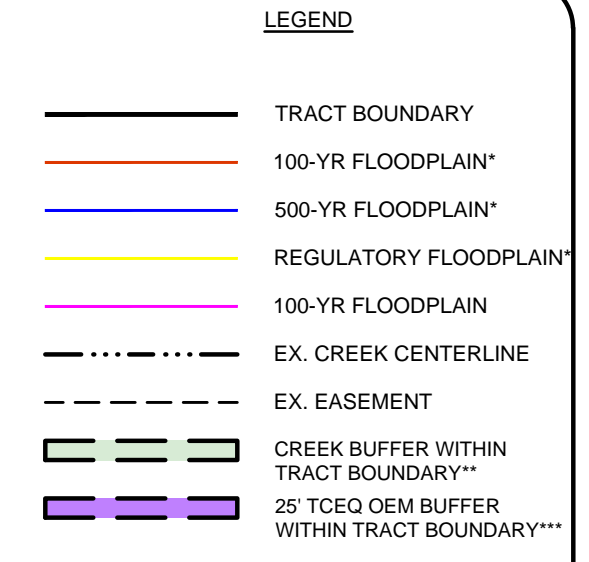
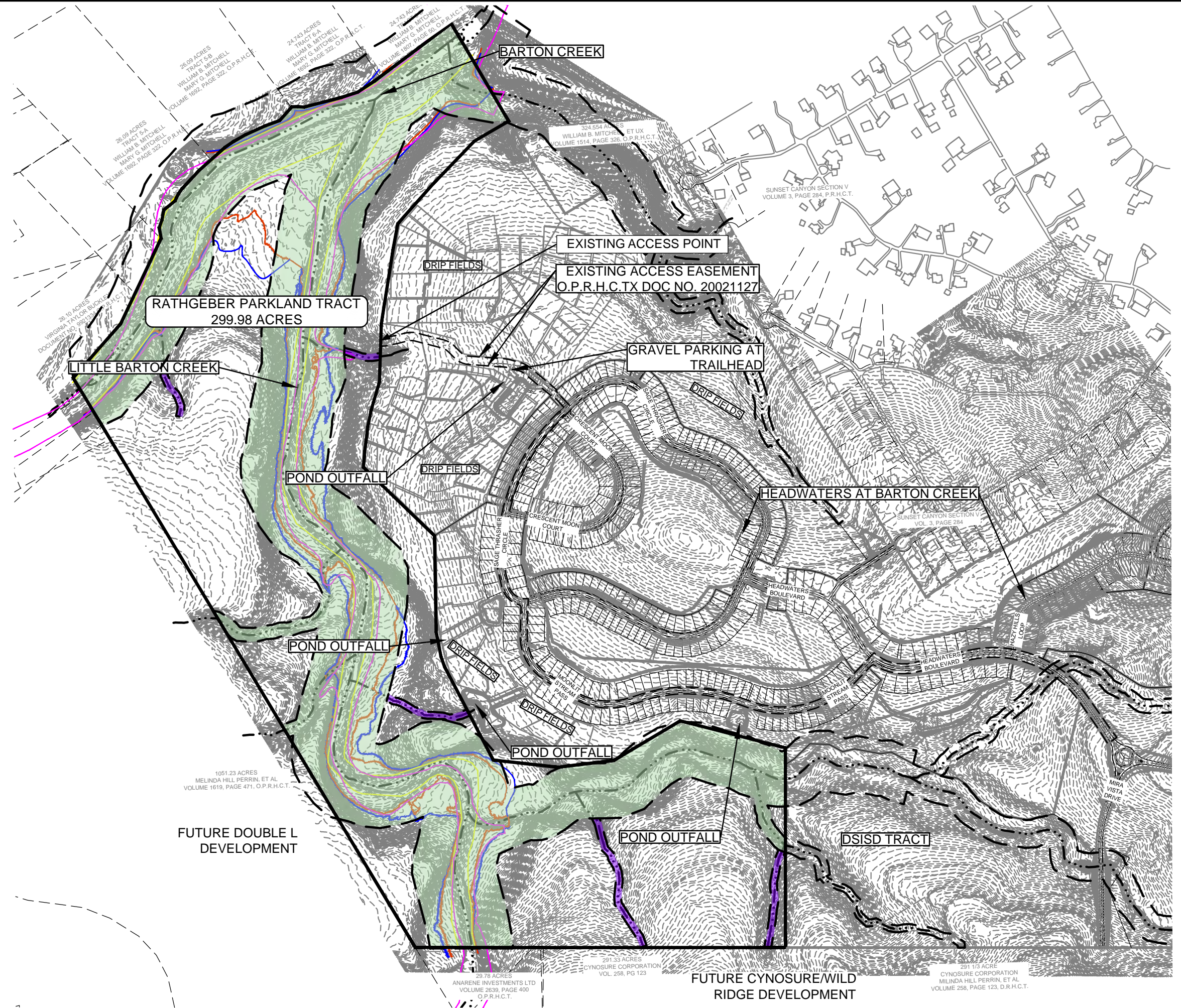
should be located by a registered surveyor. The below-identified easements may be useful in consideration of the planning of the Park.

### On Site

- Existing Drainage Easement (doc. No. 18013635) is a permanent drainage easement across the 300-acres of the proposed Park. Known drainage and pond outfalls to the site are identified in the attached drainage exhibit included in Appendix A of this report.
  - o As this drainage easement encumbers the entire boundary of the Park, it is suggested for City legal to review the drainage easement in detail and aid in determining if a more defined metes & bounds could or should be generated to limit the boundaries of the easement.
- A treated effluent drip field easement (doc. No. 16031141) of approximately 0.23 acres along southeast property line, near the existing Headwaters MUD wastewater treatment plant.

### Adjacent Easements

- An existing access easement (doc. No. 20021127 O.P.R.H.C.Tx) runs from the public right of way of Sage Thrasher Circle to the Park. This easement is discussed in more detail in the Site Access section of this report.
  - o Legal review of this easement is recommended prior to use by the City/Rathgeber Natural Resource Park.
- Overhead electric facilities and an electric easement (doc. No. 20004865 O.P.R.H.C.Tx) exist adjacent to the southwestern property boundary which is shared with the Dripping Spring ISD site.
- Trails and Drainage Easement (doc. No. 20004863 O.P.R.H.C.Tx) runs along an unnamed tributary of Little Barton Creek, beginning at the south property line of the Park and extending through the DSISD property to the Headwaters MUD lands near Mira Vista Drive. The Headwater MUD is the grantee of this easement.
  - o Legal review of this easement is recommended prior to use by the City/Rathgeber Natural Resource Park.



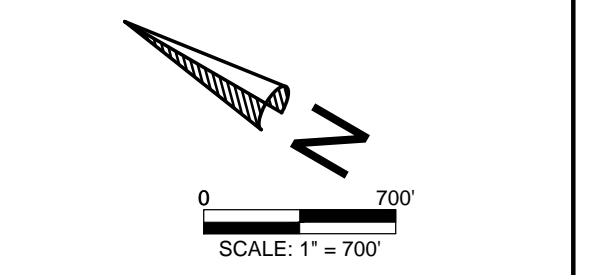
**NOTE:**

100-YR FLOODPLAIN SHOWN IS PER FEMA FLOODPLAIN MAP NUMBERS 48209C0106F, 48209C0105F, AND 48209C0108F, EFFECTIVE 09/02/2005.

\* DENOTES PRELIMINARY FEMA FLOODPLAIN PER REVISED PRELIMINARY FEMA F.I.R.M. 12/14/2022 MAP NUMBERS 48209C0105G, 48209C0106G, AND 48209C0108G.

\*\*BUFFERS SHOWN INCLUDE BUFFERS IDENTIFIED IN THE HEADWATERS DEVELOPMENT AGREEMENT, THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LCRA AND USFW, AND THE TCEQ OPTIONAL ENHANCED MEASURES.

\*\*\*TCEQ OEM BUFFERS APPLY ONLY IF WATER IS OBTAINED FROM THE WTCPUA OR A SUBPROVIDER WHO OBTAINS WATER FROM THE WTCPUA.



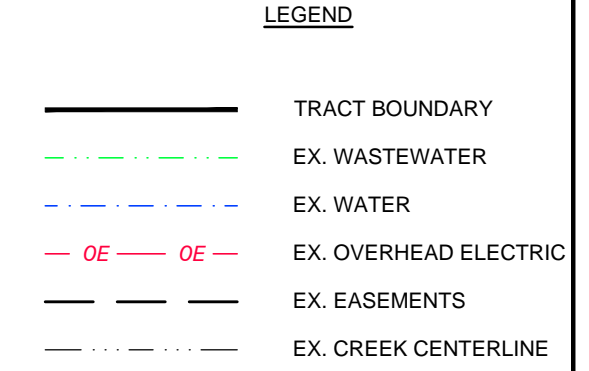
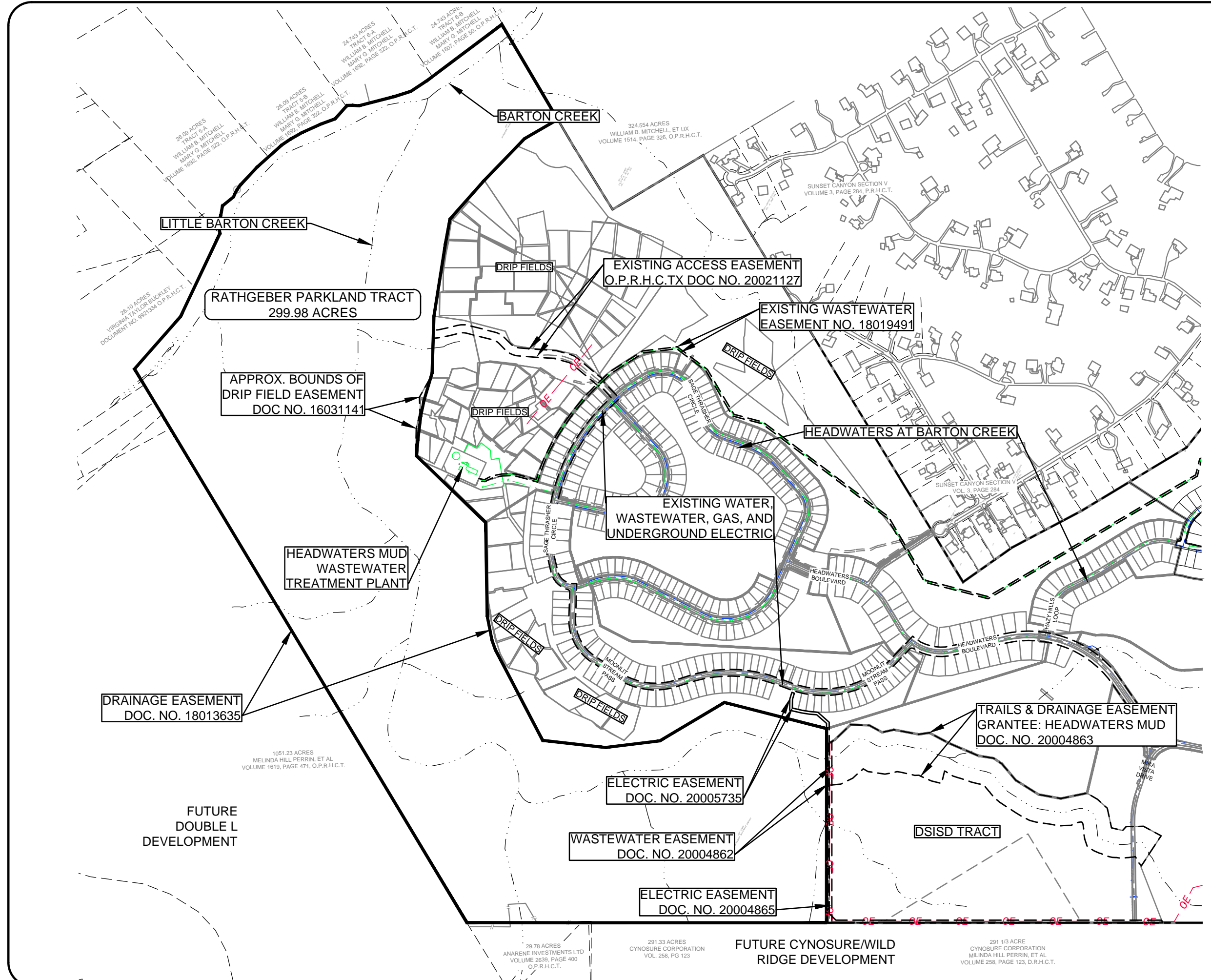
**RATHGEBER NATURAL RESOURCE PARK**

DRAINAGE EXHIBIT

**MALONE+WHEELER**  
SINCE INC. 1995

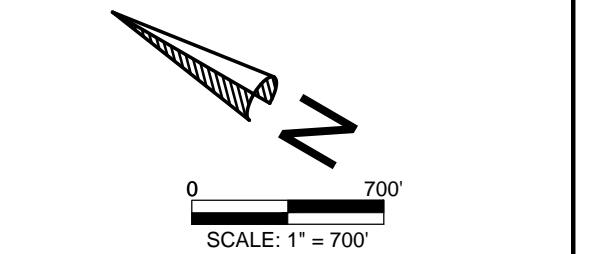
CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260  
Austin, Texas 78735  
Phone: (512) 899-0601 Fax: (512) 899-0655  
Firm Registration No. F-786



**NOTE:**

A TITLE SURVEY HAS NOT BEEN PROVIDED FOR THE 299.98-AC RATHGEBER PARKLAND TRACT. A TITLE SURVEY SHOULD BE PREPARED TO IDENTIFY ALL SITE ENCUMBRANCES.



**RATHGEBER NATURAL RESOURCE PARK**

EXISTING EASEMENTS AND UTILITIES EXHIBIT

**MALONE+WHEELER**  
SINCE INC. 1995

CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260  
Austin, Texas 78735  
Phone: (512) 899-0601 Fax: (512) 899-0655  
Firm Registration No. F-786



not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updates to additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or Floodway Data have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Subinvariant Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies the FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are entered by floor elevation, and therefore, users should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

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Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The projection used in the preparation of this map was Universal Transverse Mercator (UTM) zone 14. The horizontal datum was NAD 83. GRS80 spheroid reference to datum, national projection or UTM zones used in the FIRM for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at [www.ngs.noaa.gov](http://www.ngs.noaa.gov) or contact the National Geodetic Survey at the following address:  
Special Reference System Division  
National Geodetic Survey, NOAA  
Silver Spring Metro Center  
1215 East-West Highway  
Silver Spring, Maryland 20910  
(301) 713-3797

To obtain current elevation, description, and/or location information about the bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit their website at [www.ngs.noaa.gov](http://www.ngs.noaa.gov).

Base map information shown on this FIRM was derived from Texas Natural Resources Information System Digital Orthophoto Quadrangles (DOQs) produced at a scale of 1:12,000 from photography dated 1995.

This map reflects more detailed up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

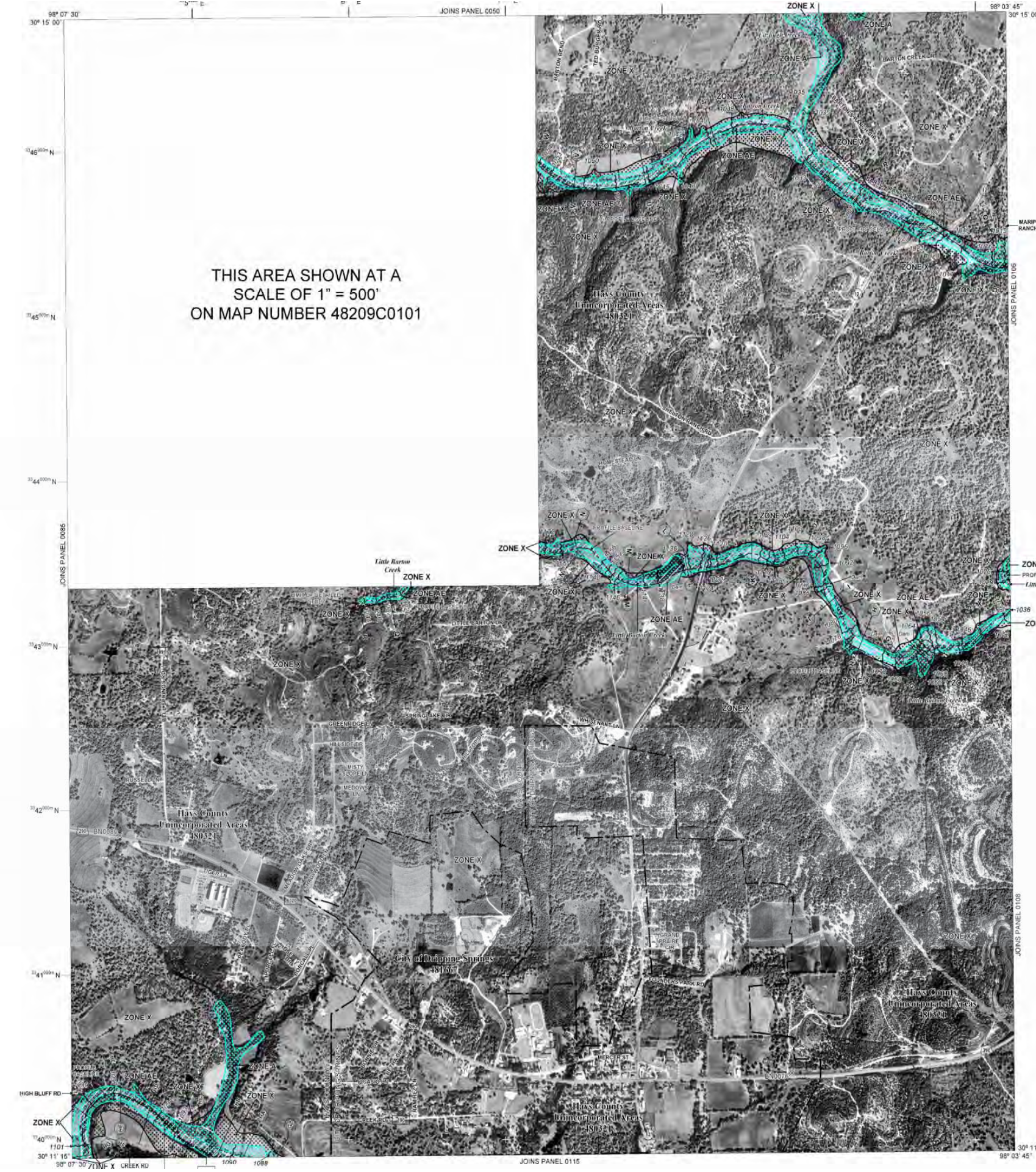
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Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels. Community map repository addresses, and a listing of Communities with continuing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the FEMA Map Service Center at 1-800-358-9616 for information on available products associated with the FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9622 and their website at [www.fema.gov](http://www.fema.gov).

If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-6257) or visit the FEMA website at [www.fema.gov](http://www.fema.gov).

THIS AREA SHOWN AT A SCALE OF 1" = 500' ON MAP NUMBER 48209C0101



The 1% annual chance flood (100-year flood) also shown as the Zone X flood. The 1% annual chance flood is shown as the Zone X flood. The Special Flood Hazard Area is the area shaded in yellow to the 1% annual chance flood. Areas of Special Flood Hazard include Zone A, AE, AH, AR, A99, V, and VE. The Base Flood Elevation is the same surface elevation of the 1% annual chance flood.

**ZONE A**  
No Base Flood Elevation determined.

**ZONE AE**  
Base Flood Elevation determined.  
Flood depths of 1 to 3 feet (usually areas of ponding). Base Flood Elevation determined.

**ZONE AH**  
Flood depths of 1 to 3 feet (usually areas of ponding). Base Flood Elevation determined.

**ZONE AR**  
Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently abandoned. Zone AR indicates that the former flood control system is being removed to provide protection from the 1% annual chance or greater flood. Areas to be protected from the 1% annual chance flood by a Federal flood control system are shown on the FIRM report that accompanies this map. Areas to be protected from the 1% annual chance flood by a Federal flood control system with velocity hazard (wave action) are shown on the FIRM for purposes of construction and/or floodplain management.

**ZONE A99**  
Coastal flood zone with velocity hazard (wave action). Base Flood Elevation determined.

**ZONE V**  
Coastal flood zone with velocity hazard (wave action). Base Flood Elevation determined.

**ZONE VE**  
Coastal flood zone with velocity hazard (wave action). Base Flood Elevation determined.

**FLOODWAY AREAS IN ZONE AE**  
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachments to allow the 1% annual chance flood to be carried without substantial increases in flood height.

**OTHER FLOOD AREAS**  
**ZONE X**  
Areas of 1% annual chance flood (100-year flood) with average depth of less than 1 foot with average area less than 1 square mile and areas protected by levees from the 1% annual chance flood.

**OTHER AREAS**  
**ZONE X**  
Areas determined to be within the 0.2% annual chance floodplain.

**ZONE D**  
Areas in which flood hazards are undetermined, but possible.

**COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**  
**OTHERWISE PROTECTED AREAS (OPAs)**  
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas. CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas. The 1% annual chance floodplain boundary. 0.2% annual chance floodplain boundary. Floodway boundary. Zone X boundary. CBRS and OPA boundary. Boundary defining Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities. Base Flood Elevation line and value. elevation in feet. Base Flood Elevation value where uniform within panel; elevation in feet. (Referenced to the North American Vertical Datum 1988.)

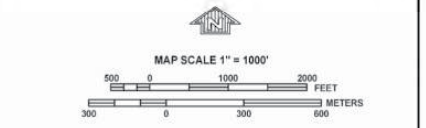
**MAP REPOSITORY**  
Visit or ring of Map Repositories on Map Index

**EFFECTIVE DATE OF COUNTY FLOOD INSURANCE RATE MAP**  
FEBRUARY 18, 1996

**EFFECTIVE DATES OF REVISIONS TO THIS PANEL**  
September 2, 2005 - To update corporate limits and map format to add roads and road names, and to incorporate previously issued Letters of Map Change.

For Community map revision history prior to countywide mapping, refer to the community Map History file located in the Flood Insurance Study report for the jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-655-6252.



**NATIONAL FLOOD INSURANCE PROGRAM**

**PANEL 0105F**

**FIRM FLOOD INSURANCE RATE MAP**

**HAYS COUNTY, TEXAS AND INCORPORATED AREAS**

**PANEL 105 OF 495**

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	COMMUNITY	NUMBER	PANEL	SUFFIX
DIPPING OFFSHORE	CITY OF HAYS COUNTY	48167	0105	F
		48221	0105	F

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

**MAP NUMBER 48209C0105F**

**MAP REVISED SEPTEMBER 2, 2005**

**NOTES TO USERS**

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updates to additional flood hazard information.

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National Geodetic Survey, NOAA  
Silver Spring Metro Center  
1215 East-West Highway  
Silver Spring, Maryland 20910  
(301) 713-3797

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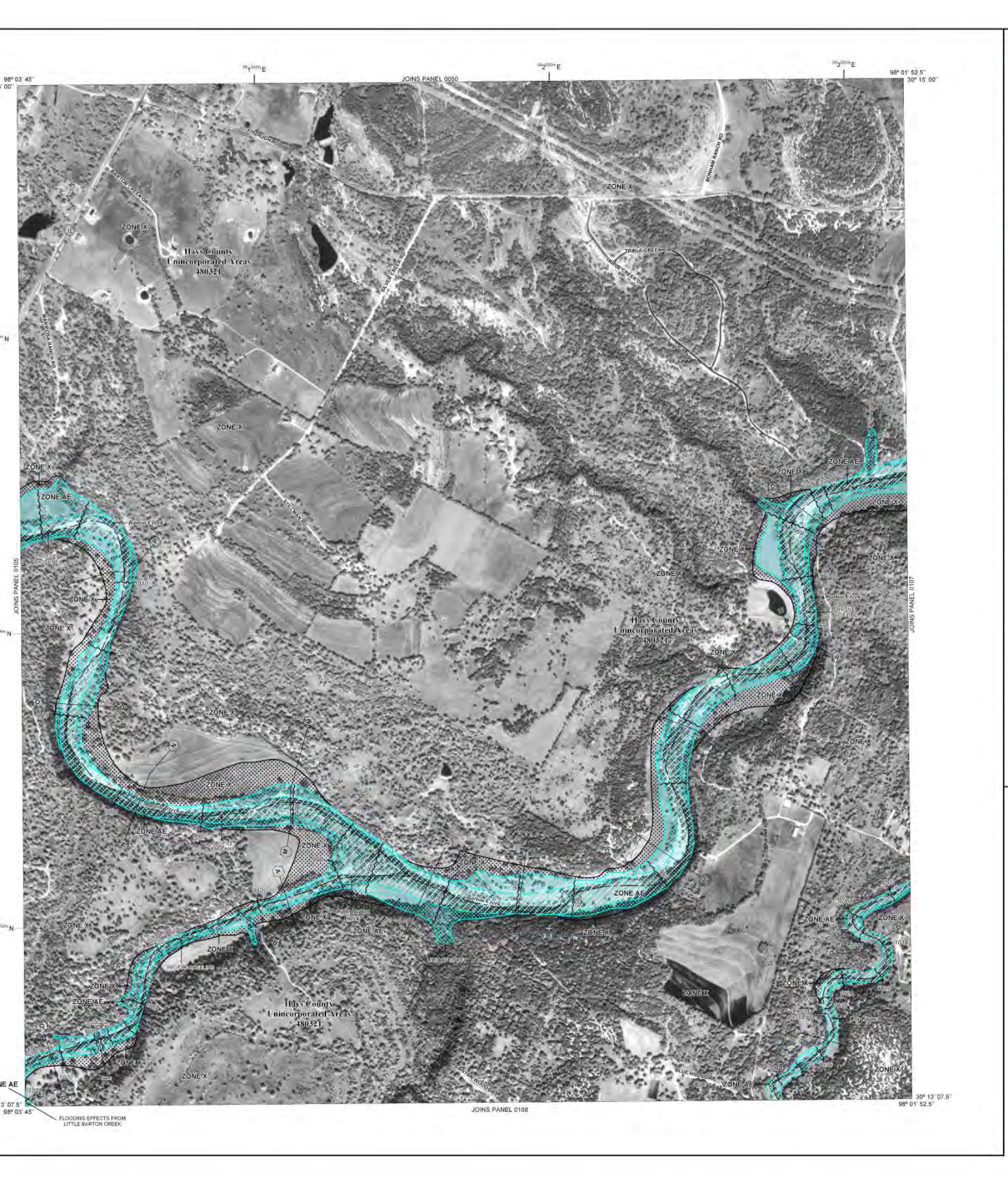
**MAP REPOSITORY**  
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Base Flood Elevation determined.  
Flood depths of 1 to 3 feet (usually areas of ponding). Base Flood Elevation determined.

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Flood depths of 1 to 3 feet (usually areas of ponding). Base Flood Elevation determined.

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Coastal flood zone with velocity hazard (wave action). Base Flood Elevation determined.

**ZONE VE**  
Coastal flood zone with velocity hazard (wave action). Base Flood Elevation determined.

**FLOODWAY AREAS IN ZONE AE**  
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**OTHER FLOOD AREAS**  
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**ZONE D**  
Areas in which flood hazards are undetermined, but possible.

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**OTHERWISE PROTECTED AREAS (OPAs)**  
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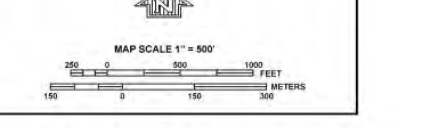
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**NATIONAL FLOOD INSURANCE PROGRAM**

**PANEL 0106F**

**FIRM FLOOD INSURANCE RATE MAP**

**HAYS COUNTY, TEXAS AND INCORPORATED AREAS**

**PANEL 106 OF 495**

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	COMMUNITY	NUMBER	PANEL	SUFFIX
DIPPING OFFSHORE	CITY OF HAYS COUNTY	48167	0106	F
		48221	0106	F

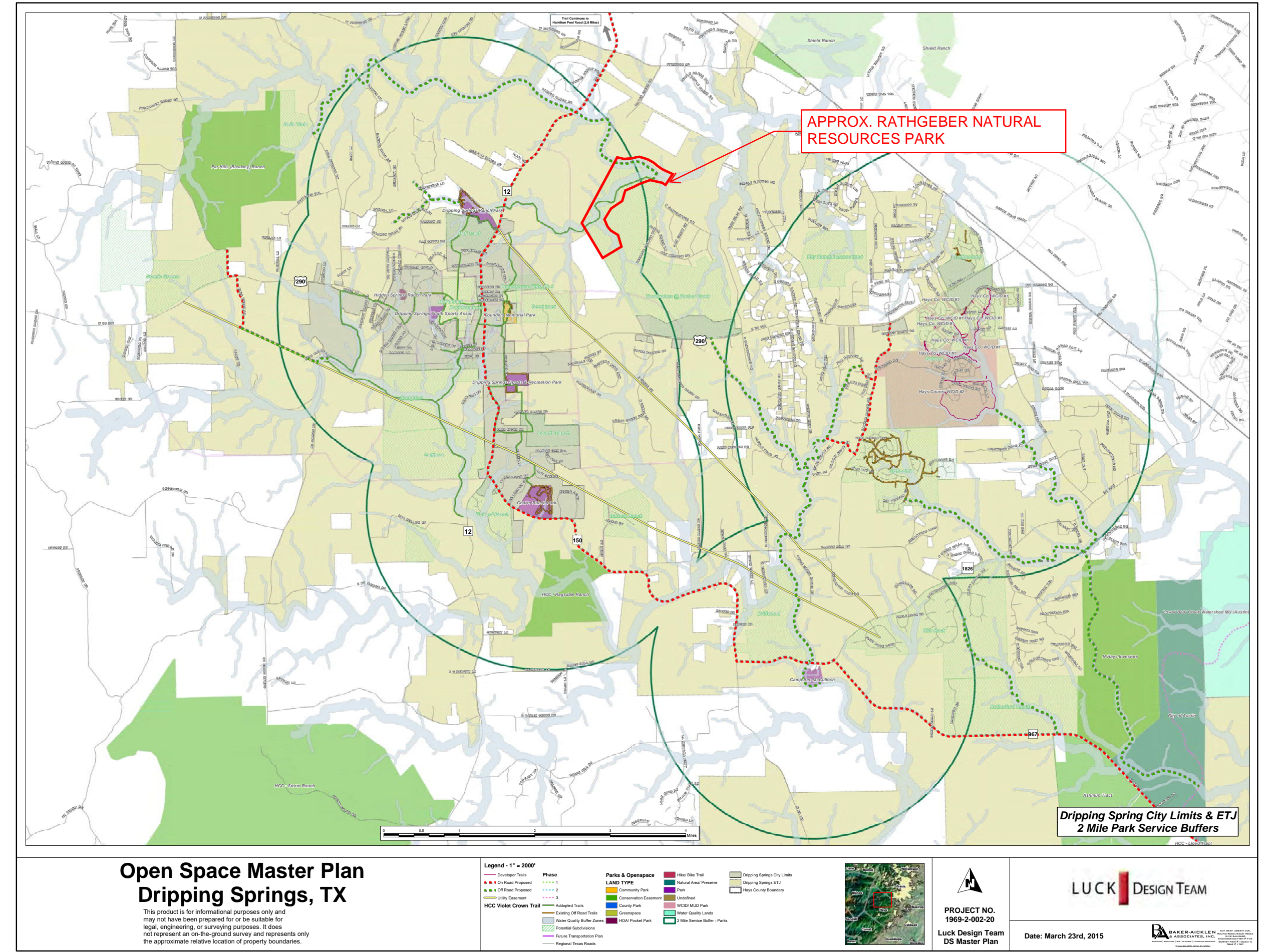
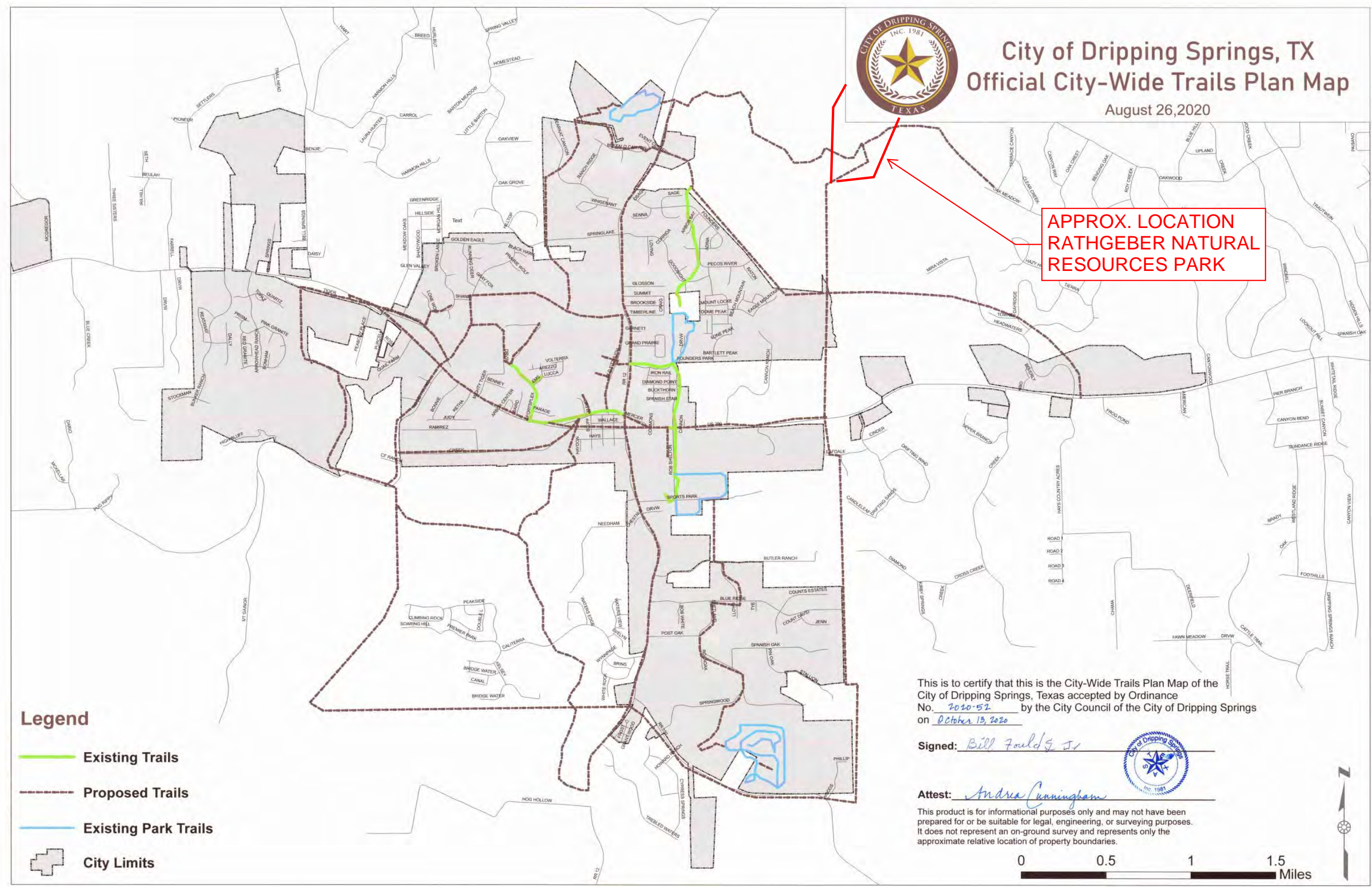
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

**MAP NUMBER 48209C0106F**

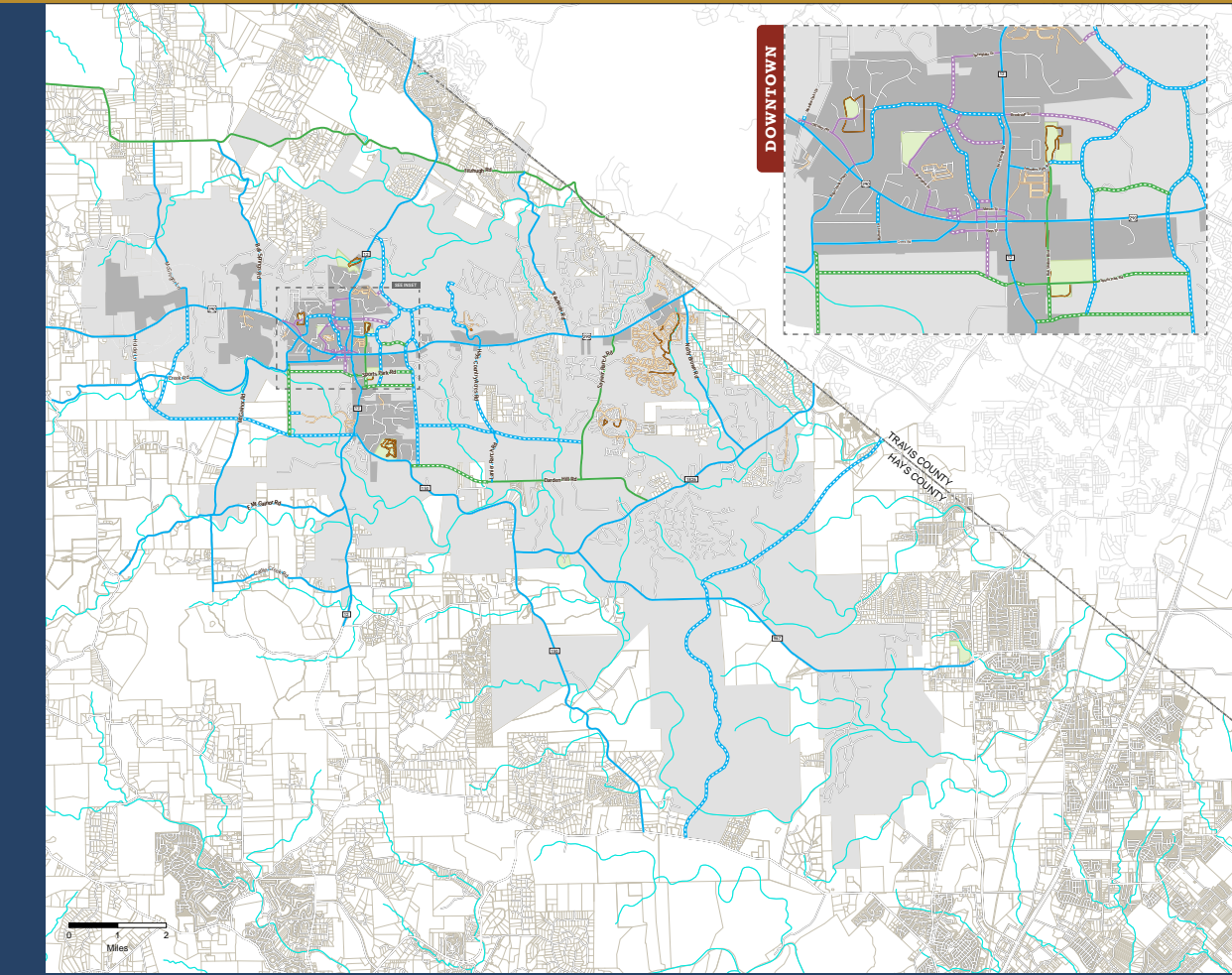
**MAP REVISED SEPTEMBER 2, 2005**

Federal Emergency Management Agency





# MULTIMODAL PLAN



**LEGEND**

**MULTIMODAL PLAN**

**BICYCLE**

- Bicycle Lane
- Shared Bicycle Lane
- Existing Bicycle Lane
- Existing Trails

**OTHER**

- CITY LIMITS
- EXTRAJURISDICTIONAL JURISDICTION (E-T)
- PARKS
- CREEKS & RIVERS
- COUNTY BOUNDARY

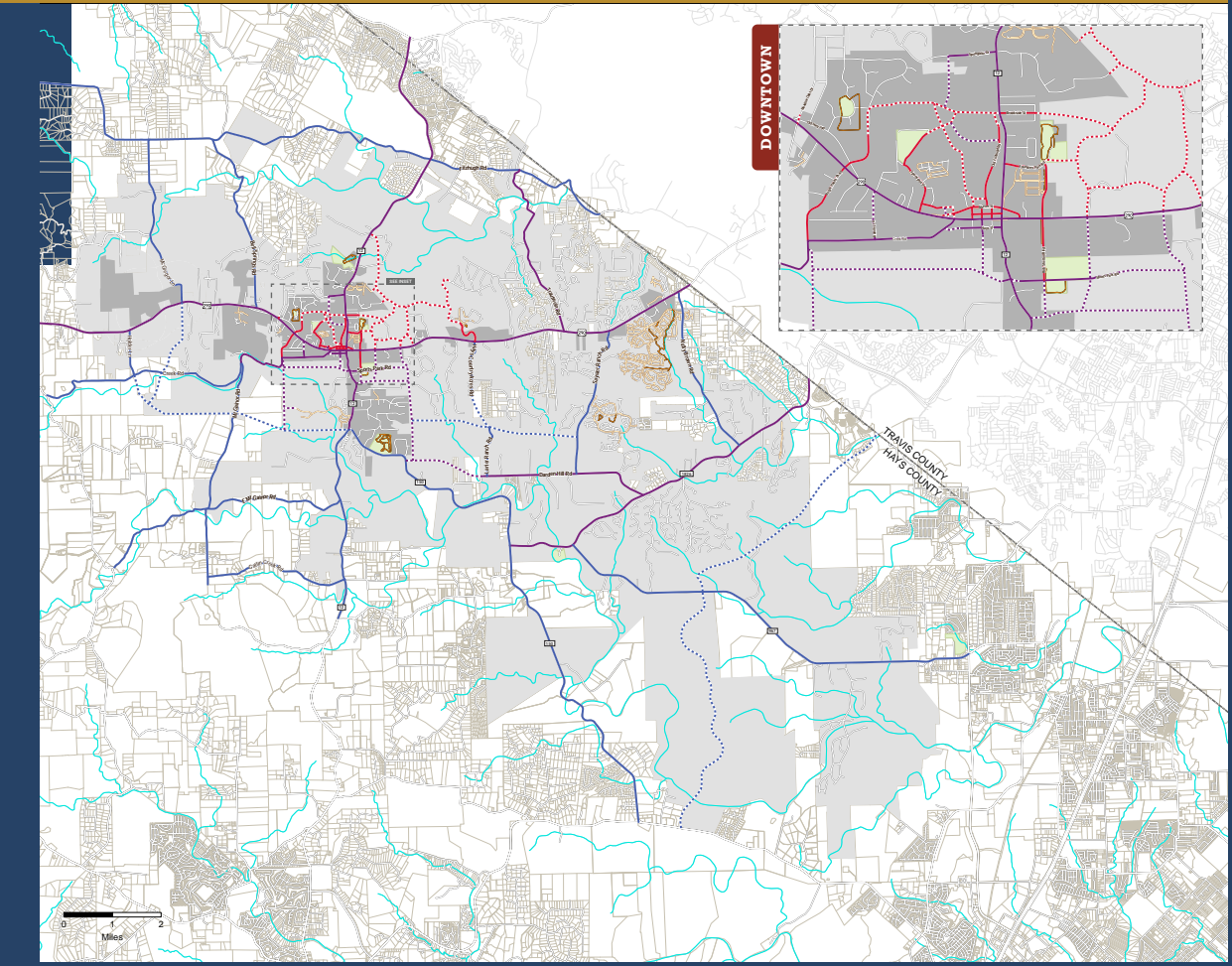
October 2021

This Multimodal Plan depicts proposed multimodal enhancements to existing roads and proposed roadways. This Multimodal Plan does not include pedestrian and wheelchair enhancements not indicated on this map.

Final alignments of proposed roadways will be determined in cooperation with TxDOT, Hays County and its Long Range Transportation Plan, and the subdivision platting process.



# PRIORITIZATION PLAN



**LEGEND**

**PRIORITIZATION PLAN**

**CITY LIMITS**

- High Priority
- Medium Priority
- Low Priority

**OTHER**

- CITY LIMITS
- EXTRAJURISDICTIONAL JURISDICTION (E-T)
- PARKS
- CREEKS & RIVERS
- COUNTY BOUNDARY

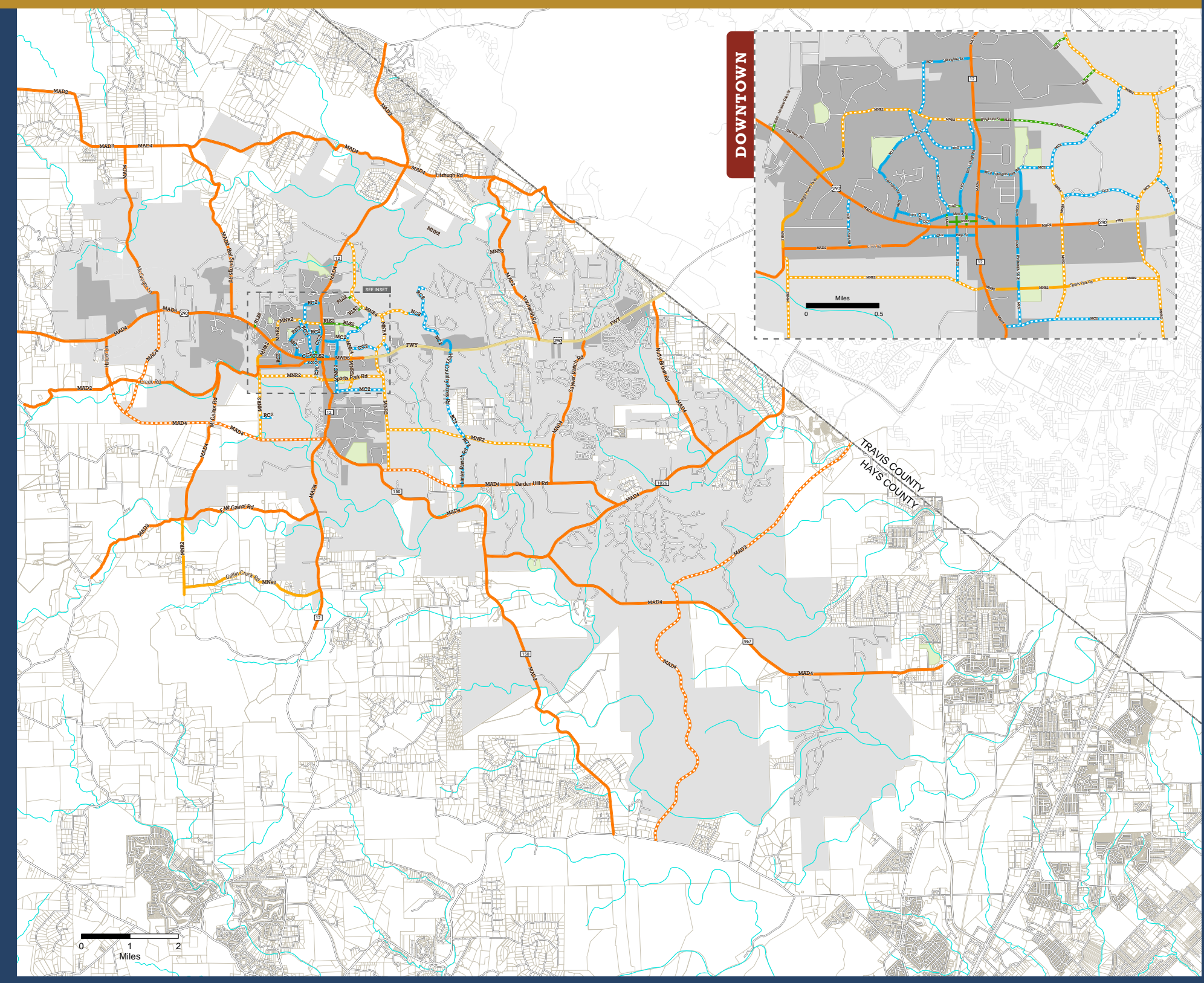
October 2021

This Prioritization Plan depicts the recommended project priority for enhancements to existing roadways and proposed roadways.

Final alignments of proposed roadways will be determined in cooperation with TxDOT, Hays County and its Long Range Transportation Plan, and the subdivision platting process.



# THOROUGHFARE PLAN



**LEGEND**

**THOROUGHFARE PLAN**

**MAJOR ARTERIAL**

- Enhanced
- Proposed

**MINOR ARTERIAL**

- Enhanced
- Proposed

**COLLECTOR**

- Enhanced
- Proposed

**STREET**

- Enhanced
- Proposed

**FREEWAY**

- Enhanced\*

**ROADWAY CLASSIFICATIONS**

- MAD6 - 6 Lane Major Divided Arterial
- MAD4 - 4 Lane Major Divided Arterial
- MAD2 - 2 Lane Major Divided Arterial
- MND6 - 4 Lane Minor Divided Arterial
- MND2 - 2 Lane Minor Divided Arterial
- MC2 - 2 Lane Major Collector
- CC2 - 2 Lane Commercial Collector
- NC2 - 2 Lane Neighborhood Collector
- RC2 - 2 Lane Residential Collector
- CLS2 - 2 Lane Commercial Local Street
- RLS2 - 2 Lane Residential Local Street

**OTHER**

- CITY LIMITS
- EXTRAJURISDICTIONAL JURISDICTION (E-T)
- PARKS
- CREEKS & RIVERS
- COUNTY BOUNDARY

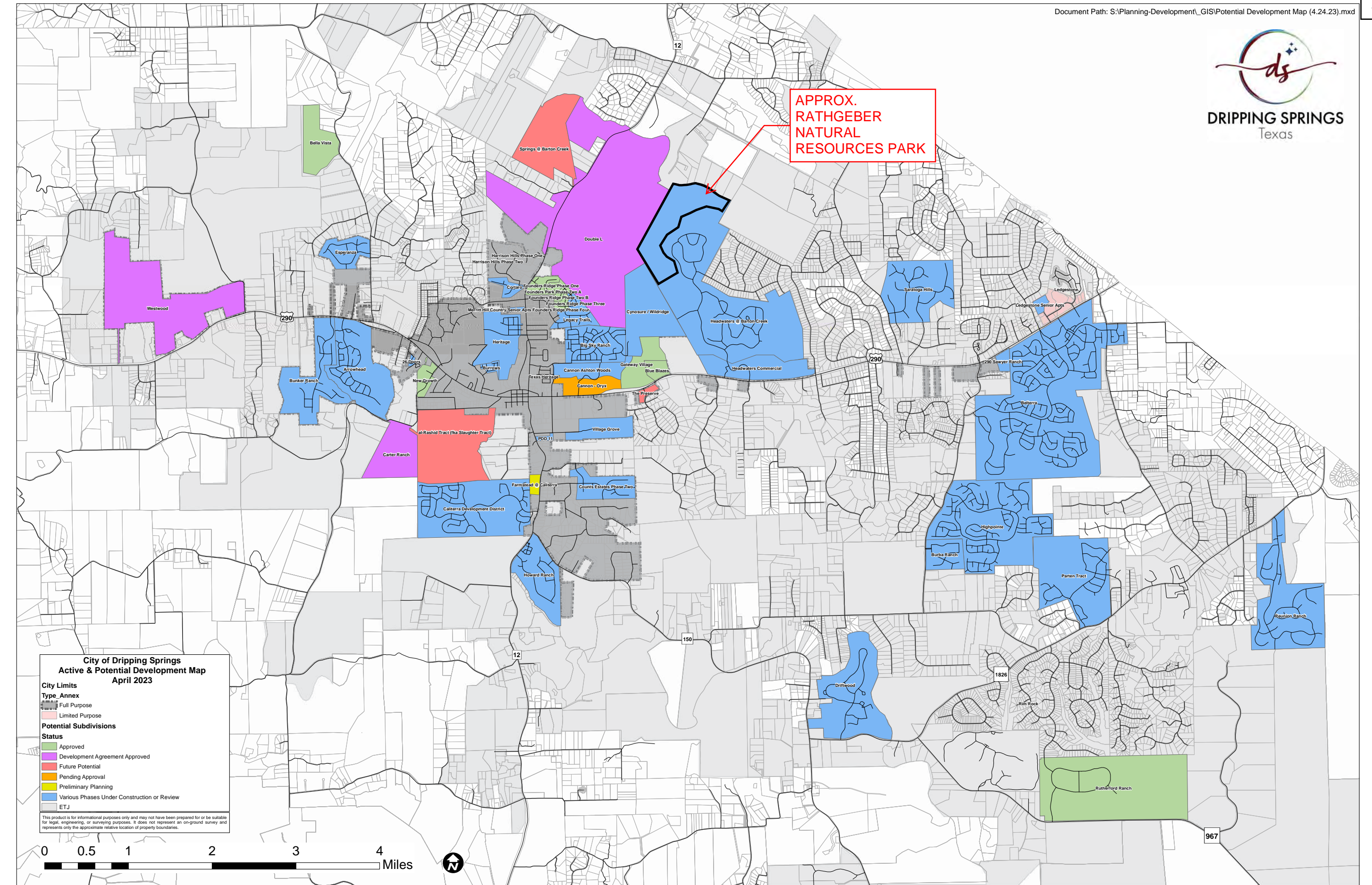
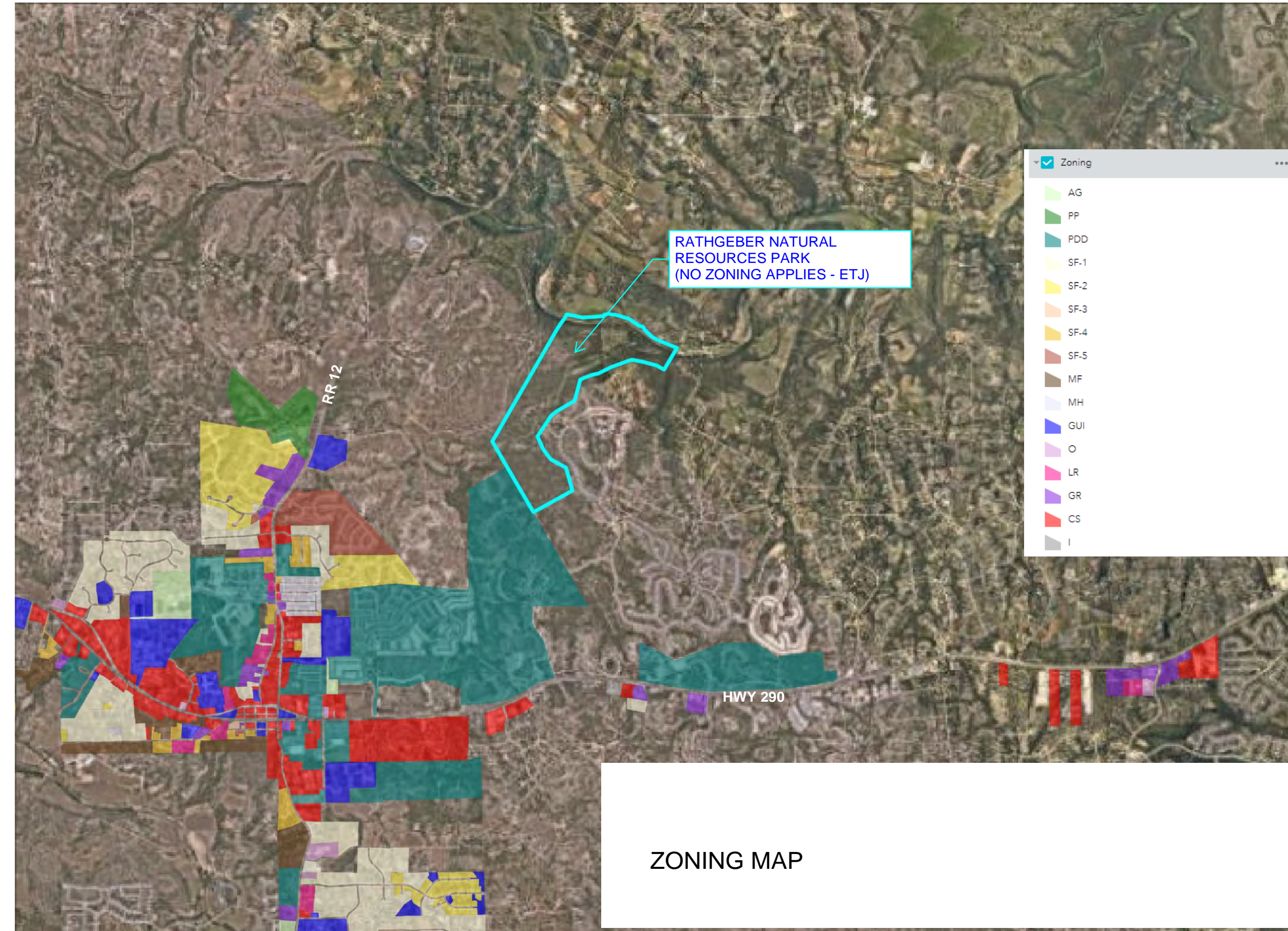
October 2021

This Thoroughfare Plan depicts proposed enhancements to existing roadways and proposed roadways.

Final alignments of proposed roadways will be determined in cooperation with TxDOT, Hays County and its Long Range Transportation Plan, and the subdivision platting process.

\* US 290 classification and roadway cross-section to be determined by TxDOT as part of US 290 Corridor Study.





# 9

## COMMUNITY ENGAGEMENT

Public input and engagement was a key component of the planning process for Rathgeber Natural Resource Park. The guiding principles were:

- Provide meaningful information to all stakeholders during the process.
- Engage in two-way communication with a wide range of stakeholders.
- Listen to the desires and priorities of stakeholders.
- Respond openly and honestly to all comments.

The first step related to engagement came in the form of a survey for the City of Dripping Springs staff. The survey was intended to kick off the visioning for the project. After the survey was completed, a client vision workshop was held to further develop the park's vision and values.

Citizens of Dripping Springs and the surrounding area had the opportunity to participate in multiple different opportunities including, pop up events at Christmas on Mercer and Founders Day, two public meetings, and stakeholders workshops. Information about the park was presented at each of these sessions giving guests a chance to learn more about the park. Participants were given the opportunity to answer questions and provide valuable feedback for the final vision plan. In addition to the in-person events, future park-goers could submit comments through the Rathgeber Natural Resource Park project email address or check the City website and social media platforms. All information gained from the community engagement was collected and incorporated into the design of the final Vision Plan creating a truly unique park for the citizens of Dripping Springs and the surrounding region. See Appendix A and B for community engagement data and email correspondence.

**PUBLIC MEETING**  
THURSDAY | DEC. 14, 2023 | 6:30 P.M.  
DRIPPING SPRINGS CITY HALL  
511 MERCER ST.  
DRIPPING SPRINGS, TX 78620

Rathgeber Natural Resource Park

*ds*  
DRIPPING SPRINGS  
Texas

You're invited to a public meeting on Dec. 14, 2023 to discuss the future Rathgeber Natural Resource Park, which will protect 300 acres of pristine Texas Hill Country.

The public meeting will take place from 6:30 - 8 p.m. at City Hall, located at 511 Mercer St., Dripping Springs, TX 78620, and the public is welcome to attend.

The City of Dripping Springs is working with stakeholders and community members to protect the land and resources while allowing the Dripping Springs community and residents of Hays County to passively recreate, immerse in nature, and explore the Texas Night Sky.

The December 14 public meeting will introduce the project team to the public, highlight the park site and its history, and discuss vision and values for the project.

If you have any questions, please feel free to email us at [rathgeberpark@gmail.com](mailto:rathgeberpark@gmail.com) and we'll get back to you as soon as we can.



CITY OF DRIPPING SPRINGS

GOVERNMENT COMMUNITY BUSINESS & INITIATIVES DEPART

Home » Departments » Parks & Community Services » Our Parks

**Rathgeber Natural Resource Park**

Charro Ranch Park  
Founders Memorial Park  
Ranch Park  
Rathgeber Natural Resource Park  
Sports and Recreation Park  
Veterans Memorial Park



# RATHGEBER

## NATURAL RESOURCE PARK

WITH RVI PLANNING + LANDSCAPE ARCHITECTURE



*ds*  
DRIPPING SPRINGS  
Texas

While you are enjoying Christmas at Mercer, please stop by the booth for Rathgeber Natural Resource Park.

CHRISTMAS ON MERCER  
SATURDAY, DECEMBER 2  
10 A.M. - 5 P.M.  
DOWNTOWN DRIPPING SPRINGS

Learn about The City of Dripping Springs' effort to protect 300 acres of pristine Texas Hill Country

PLANNING FOR RATHGEBER NATURAL RESOURCE PARK IS UNDERWAY SO LOCAL RESIDENTS HAVE THE OPPORTUNITY TO PASSIVELY RECREATE, IMMERSE IN NATURE, AND EXPLORE THE TEXAS NIGHT SKY.

A December 14 public meeting at Dripping Springs City Hall will:

- Introduce the project team to the public
- Highlight the park site and its history
- Discuss vision and values for the project

For any questions please contact [rathgeberpark@gmail.com](mailto:rathgeberpark@gmail.com).



**QUESTION - BUILT STRUCTURES**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**QUESTION - WANDERERS**

Dispersed ----- No Preference ----- Monumental

**QUESTION - NATURE ENTHUSIASTS**

Observation Points ----- No Preference ----- Pathway

**QUESTION - ACTIVE ADVENTURE SEEKERS**

Shared ----- Both ----- Separated

**QUESTION - LEARNERS**

Demonstrative ----- No Preference ----- Self-Guided

**QUESTION - HABITATS (CIRCLE ONE)**

Uncomfortable ----- or ----- Comfortable



**PUBLIC MEETING**  
MONDAY | MAY 20, 2024 | 6:30 - 8 P.M.  
DRIPPING SPRINGS RANCH PARK  
1042 EVENT CENTER DR.  
DRIPPING SPRINGS, TX 78620

Rathgeber Natural Resource Park

*ds*  
DRIPPING SPRINGS  
Texas

You're invited to a public meeting on May 20, 2024 to review and comment on the design concepts for the future Rathgeber Natural Resource Park.

The public meeting will take place from 6:30 to 8 p.m. at Dripping Springs Ranch Park, 1042 Event Center Dr., Dripping Springs, TX 78620.

The City of Dripping Springs is working with stakeholders and community members to protect 300 acres of land while allowing the Dripping Springs community and residents of Hays County to passively recreate, immerse in nature, and explore the Texas Night Sky.

A December 2023 public meeting introduced the project team to the public, highlighted the park site and its history, and discussed the vision and values for the project.

Please feel free to email questions or comments to [rathgeberpark@gmail.com](mailto:rathgeberpark@gmail.com).

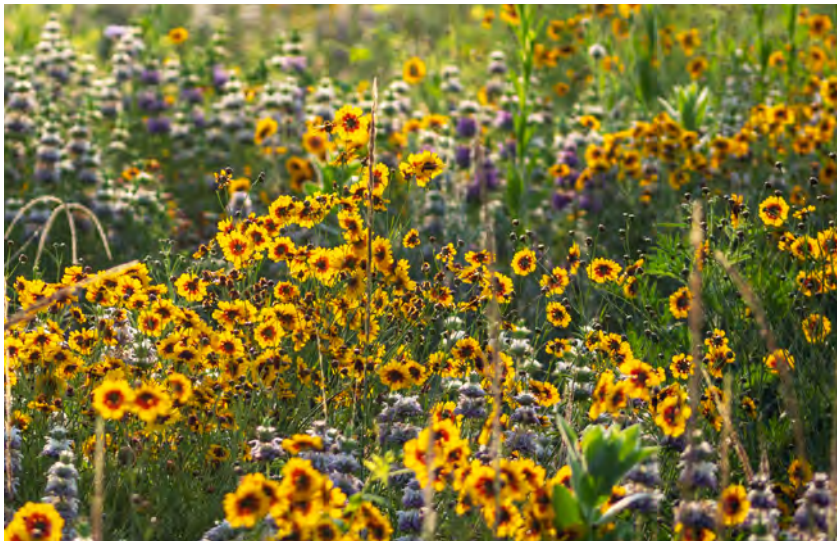




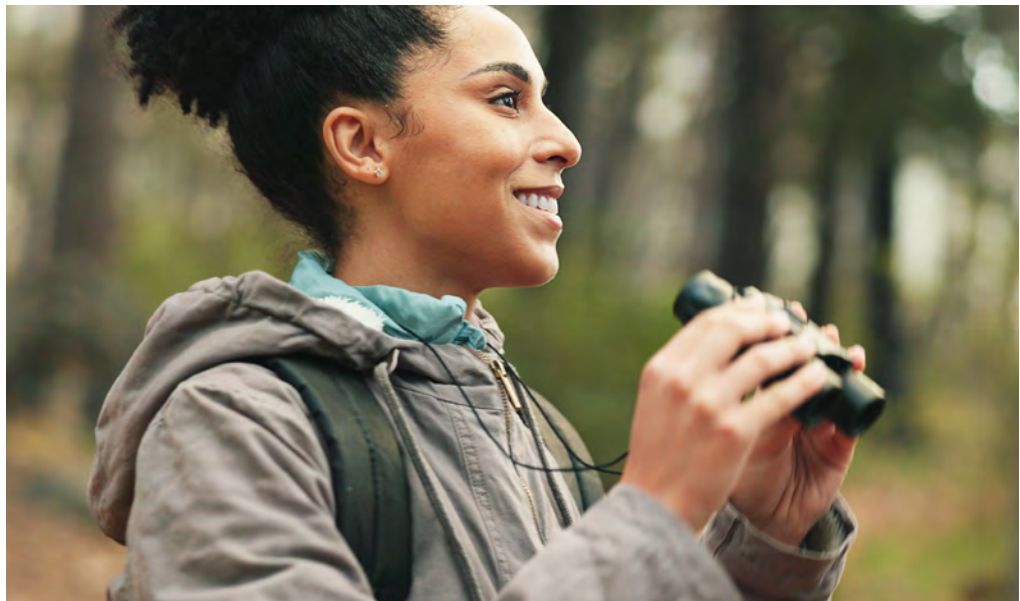
NATURE FOCUSED



BLENDS INTO NATURE AND CELEBRATES IT



PLACE OF DISCOVERY



SHOWCASE THE HISTORY OF THE PARK



HANDS ON EDUCATION



# 10

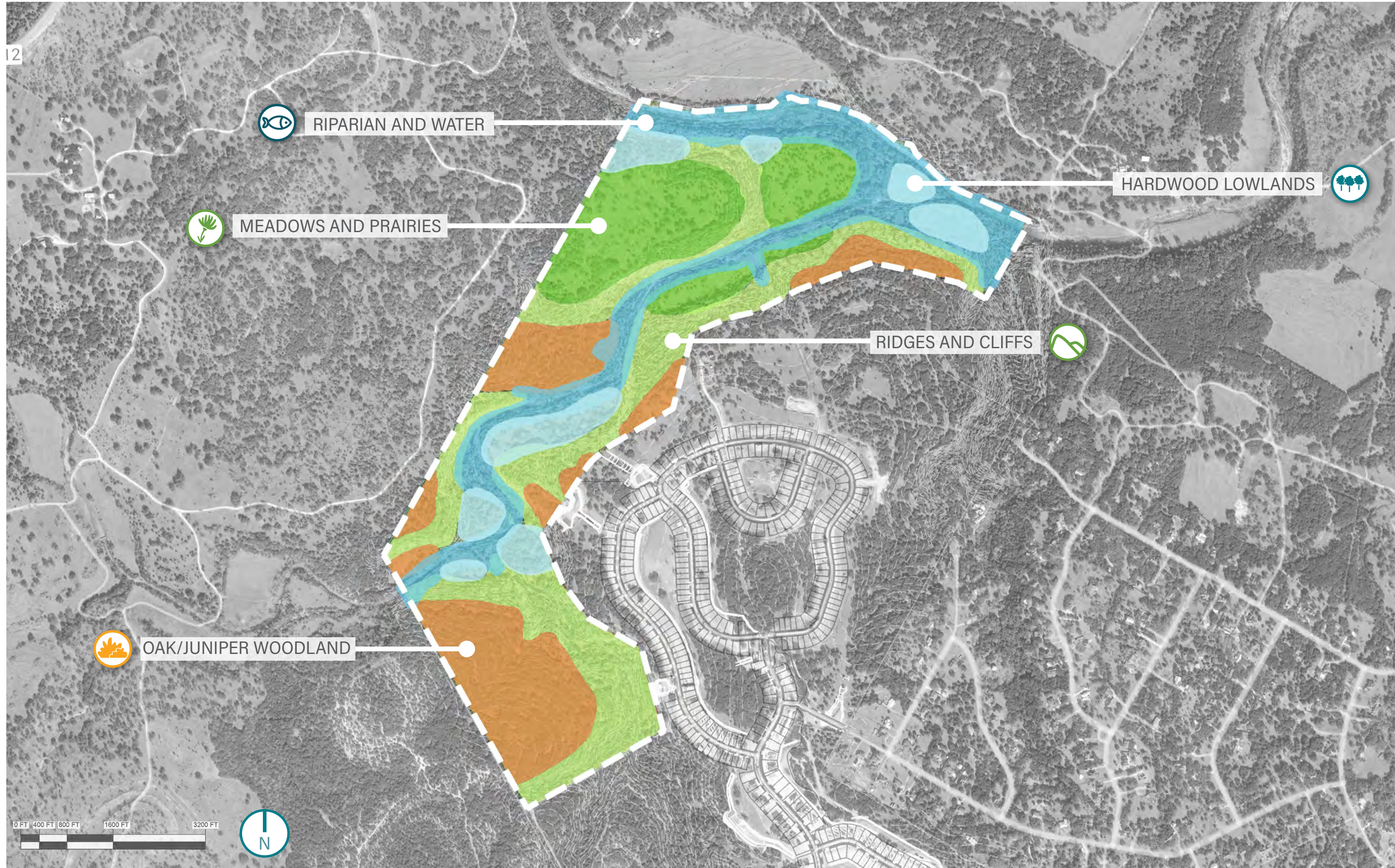
## PROJECT INSIGHTS

Rathgeber Natural Resource Park is truly a one-of-a-kind location. The park features a multitude of different experiences that all types of users can enjoy. By showcasing each region or "wildzone", Rathgeber Natural Resource Park can become a place of discovery that focuses on and celebrates nature.

The five signature experiences that can be found throughout the park are:

- Wildlife Viewing
- Stewardship
- Education
- Hiking
- Cycling

Visitors can wander on the trails, learn more about plants, stop and listen to bird songs, or even pay it forward by cleaning up the site and becoming stewards of the environment. The park offers guests an opportunity to get into nature and experience it from a whole new perspective.

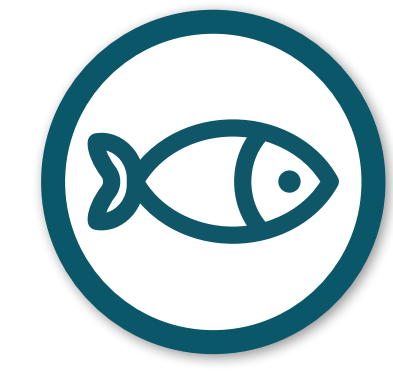


# WILDZONES

Home to many different animals and plant species, Rathgeber Natural Resource Park can be categorized as five different areas or wildzones. The wildzones have distinct characteristics and qualities such as animal inhabitants, vegetation type, geofomation, and even microclimate. Rathgeber Natural Resource Park can be divided into the following: Meadows and Prairies, Riparian Edges and Water, Shrubland, Hardwood Lowland, and Ridges and Cliffs. Each wildzone tells a different story of the park but is interconnected by the natural systems at play. The edges blend and blur, creating a unique ecosystem that should be celebrated.



**MEADOWS & PRAIRIES -**  
The meadow and prairie zones can be found in the northern part of Rathgeber Natural Resource Park. These zones encompass large areas of the land. Each meadow or prairie has slight differences that make them unique to the park and one another. Generally, flat or rolling, topography with the main characteristic of the zones being the expansive native grassland with some large specimen hardwood trees. Steep slopes and creeks surround these clearings, giving each an isolated nature and the characteristic of "rooms" within the site.



**RIPARIAN & WATER -**  
This site is the confluence of the two waterways, the Little Barton Creek and the Barton Creek. Because of its ephemeral properties, water is not always physically seen, but can leave behind footprints and tell a story, creating seasonal interest in the zone that changes throughout the year. The creeks and the riparian edges create an important habitat for all kinds of living creatures. This zone is characterized by the creek beds, rock outcrops, and lush vegetation along the banks and floodplain, and buildup of debris along the creek.



**JUNIPER & OAK WOODLAND -**  
The Oak/Juniper Woodlands on the site are located on more gentle slopes, characterized by the dense growth of smaller woody trees or shrubs such as Cedar or Ashe Juniper. Where there is a mix of Ashe Juniper and Live Oak or other hardwoods, such as the areas adjacent to ridges and cliff zones, it may be considered ideal habitat for birds such as the Golden-Cheeked Warbler. Within each zone, the plants vary in density; however where the Juniper is less than 15 feet tall with little or no hardwood and in higher elevations, the likelihood of GCW dramatically decreases and quality lowers. Some areas are more dense while others start to open up, becoming more accessible.



**HARDWOOD LOWLAND -**  
This zone is mainly located near and around Little Barton Creek and Barton Creek. The Hardwood Lowland zone contains large mature trees such as Live Oaks, Cedar Elms, and other understory vegetation, that grow on the banks of the creeks. These groves create excellent shade and coverage from the hot Texas sun and provide refuge for the animals that live in Rathgeber Natural Resource Park. Because of the size and shape of the trees and the less densely packed nature of the area, they become the dominant feature in this wildzone.



**RIDGES & CLIFFS -**  
Located primarily along the creek corridors, Rathgeber Natural Resource Park has many steep areas that form ridges and cliffs. These areas are generally more rocky than the rest of the site, with some woody vegetation growing around the zone. In areas characterized by Ashe Juniper vegetation, high quality GCW habitat is found. Few ridges can be accessed by visitors, creating a unique vantage point to the creek below, while others are completely inaccessible and can only be viewed from a distance. This zone tends to surround the other wildzones, creating a boundary and barrier between each area.





ZONE INVENTORY

Little Barton Creek | Barton Creek | Creekbeds | Large Limestone Boulders | Limestone Rocks | Wildlife | Insect Life | Lush Vegetation | Historic Dam | Concrete Low Water Crossing | Old Dam | Potential Endangered Salamander

KEY FEATURES

Interpretive Education - The riparian edges and creeks of Rathgeber Natural Resource Park offer a unique view into the natural workings of the Texas environment. This area is ideal for hands on education and learning. The creekbeds are especially engaging in the dry summer months where multitudes of animal tracks can be seen as they use the corridor for travel.

Ecological Preservation - Barton Springs and Little Barton Springs is home to many different wildlife and vegetation. Habitat preservation is essential to keeping this park as natural as possible. Water is an important feature on the site and should be preserved for both the park goers and animals alike.

Seasonal Trail Use - The ephemeral nature of the creeks located on the site create an opportunity to explore and learn about the creek during different seasons. Being able to see the workings of the natural system will be a unique opportunity for visitors.



# WILDZONES: MEADOWS & PRAIRIES



## ZONE INVENTORY

Gentle Slopes | Flat Expanses | Grassy Plants | Small Woody Shrubs | Scrub | Wildlife | Insect Life | Grassland | Sporadic or Little Shade | Specimen Trees | Plant Debris

## KEY FEATURES

Flat Open Spaces - The most prominent feature of the Meadows and Prairies wildzone is the flat open space. In comparison to the steeper areas of the site, this zone gives users the opportunity to slow down and enjoy the peaceful nature of the site. The prairie vegetation is characterized by grassland plants. Waystations may be built here to provide a rest place for hikers. They should be sited along the tree lines for shade and to blend into the natural environment.

Trails - Because of the gentle slope, this area it is ideal for peripheral secondary trails that allow users to get off the main trail and wander through the zone.

Sight Lines - The openness of this wildzone allows for long sight lines across the expanse, these site lines can be designed to lead people through the park or direct them to another zone or feature. Built habitat structures such as raptor perches, hibernaculum or bird blinds are recommended here.



**ZONE INVENTORY**

Rolling Topography | Small Woody Plants | Large Shrubs | Small Trees | Golden-Cheeked Warbler | Scrub | Wildlife | Insect Life | Densely Packed Vegetation | Limestone Rocks | Limestone Gravel and Pebbles | Short Grasses | Ashe Juniper Trees | Cedar Trees

**KEY FEATURES**

Nature Center - The main feature of this zone is the location of the Nature Center. Because of the accessibility, gentle rolling slope, and vegetation cover, this zone creates an opportunity to design a Nature Center that blends into the land and celebrates the nature of the Park.

Important Habitat - This zone is home to many different wildlife species such as deer, turkey, and songbirds. One prominent animal being the Golden-Cheeked Warbler which is federally listed as an endangered species, in order to protect this endangered bird it is important to preserve the high quality habitat in this zone. High quality GCW habitat consists of mature Ashe Juniper in a natural mix of Oaks and Elms. Any development in this zone should occur in areas with Ashe Juniper smaller than 15 feet tall and 6 inches DBH, with little or no hardwood presence. Seasonality of nesting and mating should be considered during construction as well.

Cycling - This zone mainly lies on the edge of Rathgeber Natural Resource Park it can create a unique and varied experience for different cycling and mountain bike riders.



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# WILDZONES: HARDWOOD LOWLAND



## ZONE INVENTORY

Creekbeds | Floodplain | Understory Plants | Small Woody Shrubs | Large Woody Shrubs | Specimen Trees Including Live Oak and Cedar Elm | Wildlife | Insect Life | Shade | Smaller Woody Trees | Rocky Areas Near Creek

## KEY FEATURES

**Rest Areas** - The shaded nature of this zone creates spots within the park that are ideal for respite from the heat during hot summer months in Texas.

**Proximity to Creeks** - This area is mostly located at or along the creekbeds in the park. It creates a threshold between the water and the rest of the zones, creating a more secluded spot for visitors to enjoy. Where these areas edge more prominent Ashe Juniper and ridges and cliff zones, there is a high likelihood of GCW habitat.

**Plant Education** - Large mature trees are the prominent feature of this zone. Visitors can get close to these trees with more hands-on and interactive education opportunities.



## ZONE INVENTORY

Steep Slopes | Large Limestone Boulders | Smaller Limestone Rocks | Limestone Gravel and Pebbles | Cliff Edges | Wildlife | Insect Life | Less Dense Vegetation | Grassy Plants | Small Scrubby Plants | High Points

## KEY FEATURES

**Overlooks** - Utilizing the steep nature of the Ridges and Cliffs wildzone, overlooks in the park can be created to give visitors views that are otherwise inaccessible. Because most of the park is covered by trees and scrubby vegetations. An overlook would allow users to climb above those plants and see the park from a whole new angle.

**Vantage Points** - Some ridges in this zone are accessible by the main trail, that goes through the park. Along this trail visitors can stop and look out down to the creek below.

**Geological and Bird Education** - Ridges and Cliffs are a byproduct of the natural systems that work throughout Rathgeber Natural Resource Park. Because ridges can be easily distinguished it creates a natural opportunity to teach visitors about the geology of Rathgeber and how it came to be. Where these areas edge more prominent Ashe Juniper and riparian hardwood zones, there is high likelihood of GCW habitat.



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## USER GROUPS AND MODES

Rathgeber Natural Resource Park can be used by many different people and users. These include the wanderers, nature enthusiasts, active adventure seekers, learners, and even the wildlife that lives in the park. Each user has its own unique set of wants and needs that are accommodated in the signature experiences that will happen throughout the park. Each experience is designed to draw in these users, creating a one-of-a-kind destination for all who come and enjoy the natural beauty of the Texas Hill Country.

**Wanderers:** Exploring, Art Viewing, Picnicking...

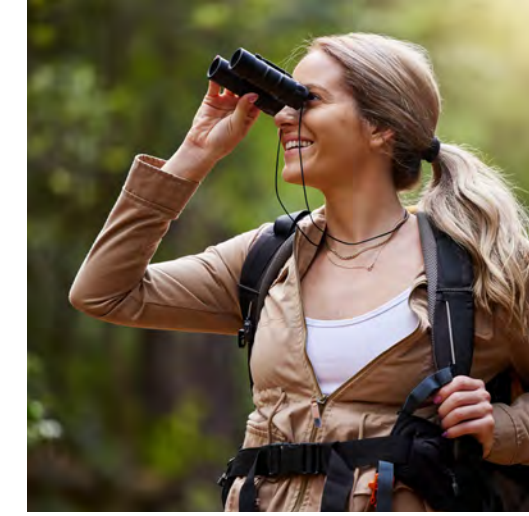
**NATURE ENTHUSIASTS:** Birders, Master Naturalists, Foragers, Stargazers...

**ACTIVE ADVENTURE SEEKERS:** Hikers, Trail Runners, Exercise, Cyclist...

**Learners:** School Groups, Scouts, Adult Learner's, Researchers...

**Habitats:** Golden Cheek Warbler, Natural Systems, Riparian and Water Corridor...

## SIGNATURE EXPERIENCES



### WILDLIFE VIEWING -

The Hill Country is full of a diverse array of species that are thriving in the Texas landscape. Rathgeber Natural Resource Park is no different. Here, the park becomes a haven for wildlife enthusiasts, offering both curated viewing experiences and spontaneous opportunities. Guests will be able to potentially spot a white-tailed deer running through the shrubland, turtles basking in the sun, and raptors like the red-tailed hawk flying through the air. Throughout the park, wildlife viewing opportunities will be integrated into the design to create both habitats for humans and animals alike.



### STEWARDSHIP -

Users of the park, have a responsibility to the nature that inhabits the area. In order to uphold the vision of Rathgeber Natural Resource Park, visitors must become stewards of the land and take ownership to ensure the park stays pristine and preserved for all generations. Park-goers will have the opportunity to get involved and to educate themselves on the different ways they can help the park and help make sure the area thrives. Whether it's replanting trees, picking up trash, or just learning more about the ecosystem, visitors can preserve the park in many ways by fostering a deeper understanding of the natural systems of the landscape.



### EDUCATION -

Nestled in the landscape of the park, the main education resource is the Nature Center. This becomes a hub for park-goers and the first stop on the educational journey of Rathgeber Natural Resource Park. Visitors here can learn from the exhibits or they can participate in classes. Outdoor classrooms around the center also offer unique spaces to learn about something new. The next education opportunities happen along the trails and various locations throughout the park. Guests can stop at spots with integrated, interpretive, and interactive educational elements. The park also has hands-on learning opportunities.



### HIKING-

The trails at Rathgeber Natural Resource Park take the user on a journey throughout the different wildzones. This journey starts at the trailhead near the Nature Center and winds throughout the rolling landscape of the park. Walkers of all abilities will experience the sights and sounds of nature while enjoying the meditative process of hiking. For the more experienced hiker, different trails offer more advanced opportunities to explore the park. Mindful visitors can wander off the beaten path onto secondary trails to discover new things in the ever-changing Texas landscape.



### CYCLING -

For the active adventure seekers, mountain bikers can ride their way through Rathgeber Natural Resource Park on designated trails. This gives visitors an immersive experience and allows them to connect with nature in a more dynamic way. Riders will cycle through the different wildzones and experience the park through a quick, fast-paced succession. As the landscape rushes by the cyclist, new sights, smells, and sounds will reveal themselves to the riders in a unique way.

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## PARK VISION PLAN

Rathgeber Natural Resource Park requires a thoughtfully planned design that showcases and preserves the natural beauty of the land, offers visitors recreational opportunities that are accessible to the public, and educates them on the importance of the landscape and wildlife that thrive in this area.

Through park identity and branding, trails and circulation, key locations, sustainability and resilience, and engineering considerations, all of these planning values of the park are achieved.

Each of these aspects embodies the vision statement, *"An engaging nature park that inspires people to connect with the wild Texas Hill Country"* in order to create a cohesive design that becomes the icon of Dripping Springs, Texas, and beyond.



# PARK PRECEDENTS: SHIELD RANCH

## CENTRAL TEXAS

Shield Ranch is a 37,000-acre sustainably managed land in Central and West Texas. The ranch has been owned and operated by the Shield/Ayres/Bowen family since 1938. Early in the operation, the Shields family implemented programs to improve the land for livestock and wildlife. Over the years, the land became linked through conservation easements with the Nature Conservancy of Austin.

Today Shields Ranch is hosts to summer camps and other programs designed to educate visitors about the beauty of nature and the outdoors. They promote stewardship of wildlife and land, participate in research, and protect the Texas landscape.

Shield Ranch is committed to preserving nature, providing a sanctuary for the visitors of the ranch as well as the wildlife that lives there, and creating a community for both people and nature to live in and enjoy.

### KEY CONSIDERATIONS

- SITES Gold certified under the Sustainable SITES Initiative
- Conservation and protection of the land and wildlife
- Stewards to the natural habitat and resources of the park
- Innovative sustainable design that utilizes the natural resources and renewable energy including:
  - It has the first public water system approved for construction by the Texas Commission on Environmental Quality (TCEQ) that relies entirely on rainwater.
  - The first on site septic facility permitted by Travis County and TCEQ to use evaporative toilets.
- Diverse range of educational programs and activities that reach underprivileged visitors and teach them the value of the outdoors
- Create connections between people, animals, and nature to form one cohesive community
- Honor the history and past of the land
- Design enhances the beauty of the site and does not distract from the existing landscape

### THINGS NOT TO CONSIDER

- Use of concrete and galvanized material is long lasting and resilient, but creates an industrial aesthetic - Rathgeber should have a warmer feel
- Concentration of activities in one area - Explore key locations throughout Rathgeber to have activities
- Formal hotel like camp events

### PLANNING VALUE RATING

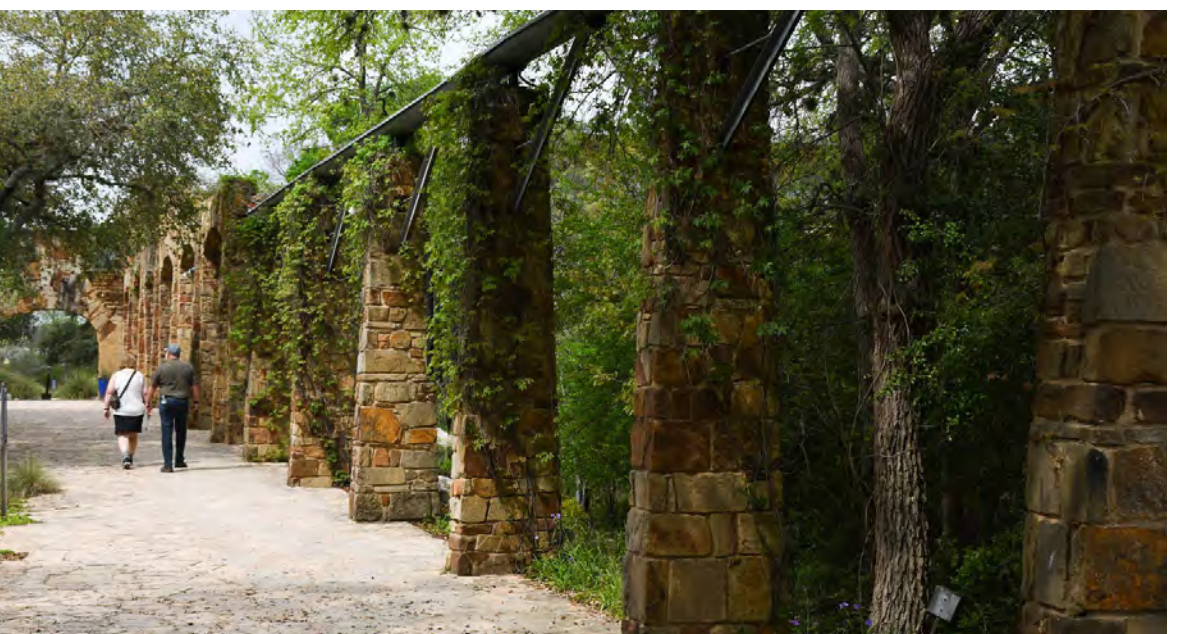
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(EQUITABLE) ACCESSIBILITY	<div style="width: 20px; height: 20px; background-color: #FFA500;"></div>	<div style="width: 20px; height: 20px; background-color: #FFA500;"></div>	<div style="width: 20px; height: 20px; background-color: #FFFFFF;"></div>	<div style="width: 20px; height: 20px; background-color: #FFFFFF;"></div>
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# PARK PRECEDENTS: LADY BIRD JOHNSON WILDFLOWER CENTER

AUSTIN, TEXAS



The Lady Bird Johnson Wildflower Center was founded in 1982 by Lady Bird Johnson and Helen Hayes. The center's main focus is to create landscapes that utilize Central Texas native plants in a cohesive experience. Their focus is to conserve and protect plants of Texas through research, education, and outreach.

The gardens cover 284 acres and feature over 1,000 species of plants. This area is home to a diverse range of animals, insects, and birds.

A main focus of The Lady Bird Johnson Wildflower Center is sustainability. The center collects rainwater on-site, utilizes low-flow irrigation systems, uses local materials, and generates its own power through the use of solar arrays.

The Wildflower Center is dedicated to the education of its visitors and continued research into different plant species, plant enhancements, and sustainable practices. The Lady Bird Johnson Wildflower Center is committed to the conservation and enjoyment of the Texas landscape.

### KEY CONSIDERATIONS

- Use of materials native to the region in innovative ways
- Use of native plant material throughout the landscape
- Environmentally focused and dedicated to sustainability
- Harvesting of on site materials and rainwater
- Dedicated to research and educational outreach
- Provides a variety of different experiences throughout the center with a variety of vantage points
- Provide seasonal events such as luminaries, Fortlandia, interactive art exhibits, and light shows

### THINGS NOT TO CONSIDER

- Overall formal feel to the gardens throughout the site
- Formal and geometric pathways conflict with the nature of Rathgeber Natural Resource Park

### PLANNING VALUE RATING

(ENVIRONMENTAL) PRESERVATION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(LOW-IMPACT) RECREATION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(RESOURCE) EDUCATION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(EQUITABLE) ACCESSIBILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(ECOSYSTEM) HARMONY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# PARK PRECEDENTS: CIBOLO NATURE CENTER AND FARM

BOERNE, TEXAS

In 1988, Carolyn Chipman Evens and her husband Brent Evens worked with the City of Boerne, Texas, to create a conservation area of Cibolo Creek. In the following years, the conservation area began to grow with the purchase of Herff Farm. The nature center, and farm offer visitors access to the outdoors, trails, an education center, community gardens, and farmers markets.

The Cibolo Nature Center and Farm is dedicated to protecting the land, fostering stewardship and connection to nature and community. The education center and conservation area is nestled in the rolling hills of the Texas Hill Country, giving visitors a chance to explore the beauty of nature.

This area features a variety of different activities and experiences for guests of all kinds. Visitors can hike along the creek or other walking trails with ADA options, discover real dinosaur tracks, picnic, bird-watch, and discover other wildlife. The Cibolo Nature Center gives guests a diverse and unique outdoor experience.

## KEY CONSIDERATIONS

- Provide educational programs and workshops for both adults and children
- Offers a variety of experiences for different ages and different disabilities
- Honors the history of the site by highlighting key historical aspects such as a working farm or dinosaur tracks
- Protects and conserves the landscape and wildlife
- Provides cultural events such as outdoor concerts to bring the community together
- Home to a weather station - offering an interesting aspect of science to learn about

## THINGS NOT TO CONSIDER

- Farmstead is not fully integrated into nature preserve
- The learning center offers supplemental educational material to be brought while exploring the site - Explore integration of information into the park itself

## PLANNING VALUE RATING

(ENVIRONMENTAL) PRESERVATION				
(LOW-IMPACT) RECREATION				
(RESOURCE) EDUCATION				
(EQUITABLE) ACCESSIBILITY				
(ECOSYSTEM) HARMONY				



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# PARK PRECEDENTS: PHIL HARDBERGER PARK CONSERVANCY

SAN ANTONIO, TEXAS



Phil Hardberger Park is an 311-acre park separated by highway and connected by a land bridge. The park acts as a nature and wildlife area. Its goal is to preserve, restore, and educate about nature and wildlife. The park offers a wide range of activities including, basketball courts, playgrounds, educational hot spots, a butterfly garden, learning centers, art, hiking trails, overlooks, and wetlands.

The LEED-certified, Urban Ecology Center was created with materials native to the park. The Ecology Center and the park offer a wide variety of educational programs, events, and key features throughout the area. Some of these features include a geology trail and pit, educational art installations, butterfly learning gardens, children's vegetable garden, historic homestead, and various educational programs through the ecology center.

The park offers visitors a multifaceted experience that is appealing to all ages, groups, and abilities of people.

### KEY CONSIDERATIONS

- Protect animals by creating a wildlife corridor over a busy highway
- Multiple parks ranging from traditional play grounds to native play to open fields
- "Borrow Pit" is a dug out area of the park that creates a unique micro-climate and allows visitors to see the geological layers that make up the park
- Educational demonstration gardens for native plants
- "Wildscape" restoration and conservation of native habitat in rural and urban areas
- Bird habitats and water sources

### THINGS NOT TO CONSIDER

- Dissected by a major road
- Two separate areas of the park
- Overall more integration of formal activities like playgrounds and dog parks into the native habitat

### PLANNING VALUE RATING

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(ECOSYSTEM) HARMONY	<div style="width: 25px; height: 25px; background-color: #008080;"></div>	<div style="width: 25px; height: 25px; background-color: #008080;"></div>	<div style="width: 25px; height: 25px; background-color: #008080;"></div>	<div style="width: 25px; height: 25px; background-color: #fff;"></div>

# PARK IDENTITY AND BRANDING

Rathgeber Natural Resource Park invites people to connect with the outdoors by offering environmental preservation, resource education, equitable accessibility, and low-impact recreation. With identity and branding, the park can embody these planning values by using natural materials, focusing on adventure and wonder, and encouraging people to unplug. Through intentional signage and educational resources placed throughout the park, visitors will be led on a journey of discovery. Park signage will be designed in a way that harmonizes with nature, and does not distract from it. By using raw and natural materials with specific placement of color that is native to the site, the signage will help focus the information presented and provide a clearer picture to park-goers. Signage and other branding opportunities will encourage people to come to the park, by focusing on the adventure and wonder aspects that can draw people in. Once at the park, visitors will have the chance to unplug and be within nature. A consistent color palette and design language will be used throughout the park creating a cohesive identity and turning the park into an icon for Dripping Springs.



## NATURE FOCUSED-

Rathgeber Natural Resource Park is focused on the natural environment that makes the park so special. This becomes part of the park's identity by incorporating natural materials into all aspects of the built environment within the park. Reused materials can further highlight the natural beauty found at the site. Light colors that can be found at the site are used to complement the earthy colors of the native material. Using these types of materials helps to celebrate Rathgeber Natural Resource Park.



## ADVENTURE -

The Texas landscape can offer an experience of adventure to park-goers. Rathgeber Natural Resource Park's identity and branding will clearly delineate areas of active use, whether that be a mountain biking trail or an unexplored part of the park. Park branding such as trail signs and trail markers, can utilize a difficulty rating system to keep visitors safe and on the right path.



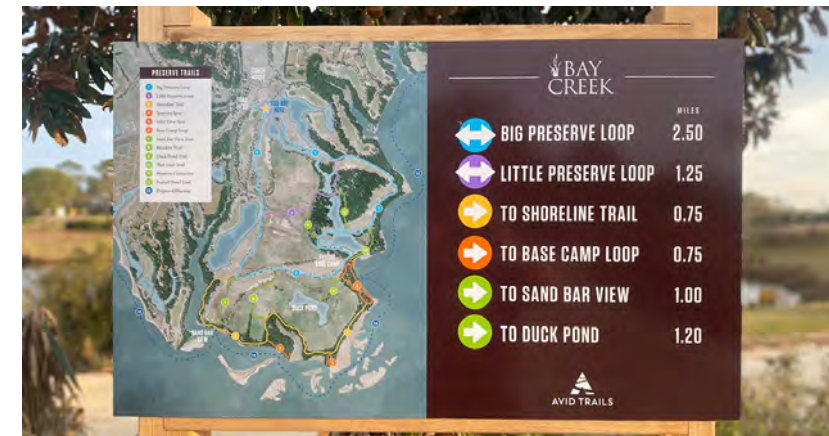
## WONDER -

As described in the park's planning values, education becomes a very important service of the site. With park branding and identity, we can instill a sense of wonder through showcasing different educational aspects found at the park. By highlighting points of interest such as prairie plants or Barton Creek and incorporating them into artwork or signage, we can encourage people to go out and discover everything they can about the park.



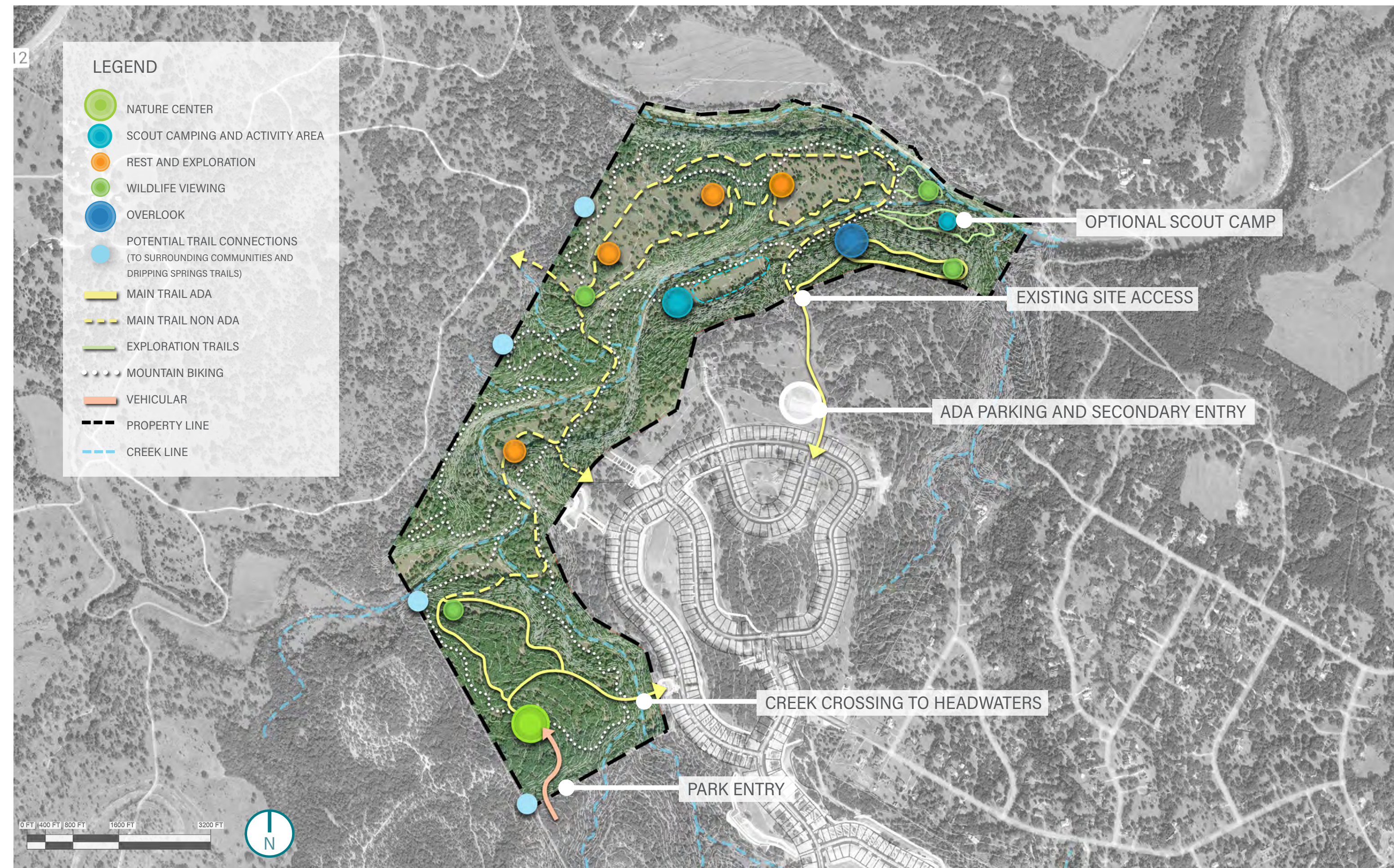
## UNPLUG -

Emphasizing the outdoors Rathgeber Natural Resource Park encourages people to get up close and engage with the park around them. Park branding and identity will focus on the natural environment by providing educational information about the area. Clear signage and wayfinding will ensure public safety as they navigate the park's trails. Although branding is nature-focused there will still be opportunities throughout the park in key locations to recharge phones in case of emergency.



# PARK OVERALL PLAN AND NEEDS ASSESSMENT

Rathgeber Natural Resource Park offers many recreational opportunities that begin at the Nature Center and circulate through the park. These include trails and creek crossings, rest and exploration stations, wildlife viewing areas, and an observation deck. The trail system offers a variety of paths, including accessible routes, shared use, bike paths, and nature trails. Park amenities have been categorized into three groups based on priority, need, constructibility, cost, and insights gained from public input.



## HIGH PRIORITY

### Amenity (Ordered By Priority)

- Park Infrastructure (Entry Road, Parking, Utilities, Lighting)

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- Green Infrastructure (Solar, Water Harvesting, Re-used Material)

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- Nature and Learning Center (Restroom, Event Space, Open Air Pavilion/Flex Space, and Outdoor Learning Environments - Multi-use and Play)

---

- Waypoint Structures

---

- Trails (Hiking, shared, Accessible and Bike)

---

- Scout Camp

---

- Signage and Wayfinding

## SECONDARY PRIORITY

### Amenity (Ordered By Priority)

- Wildlife Viewing Opportunities

---

- Constructed Wildlife Habitat (Raptor Perches, Hibernaculum, Bird Houses, Bat Houses, Etc)

---

- Outdoor Gathering Space

---

- Overlook at Confluence

---

- Picnic Areas

## TERTIARY PRIORITY

### Amenity (Ordered By Priority)

- Demonstration Gardens/Plant Areas (Pollinator Gardes, Community Gardens, Research Gardens, Etc)

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- Small Amphitheater

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- Telescope Pads

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- Hammock Grove

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- Public Art

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- Archery

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- Disk Golf

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- Wash and Fix It Station for Bikes

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- Exercise Equipment

# CIRCULATION



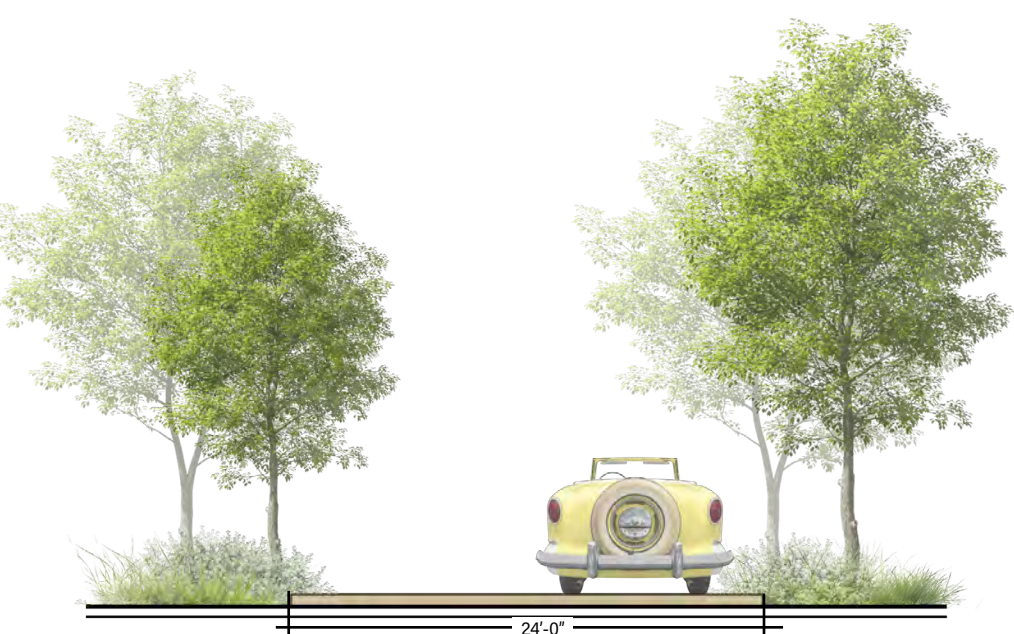
PEDESTRIAN - ADA and NON-ADA TRAILS

SHARED USE TRAILS AT SELECT LOCATIONS



CYCLING TRAIL

EXPLORATORY TRAIL



VEHICULAR

Rathgeber Natural Resource Park gives visitors a layered experience through the various trails that traverse the site. For the more casual hiker, the main ADA trail offers an easier, more gentle experience. If users want more of a challenge they can venture off and wander the non-ADA trail that continues throughout the park. The exploratory trails are intended to let hikers explore the more secluded areas of the park. Mountain bike trails give visitors the opportunity to ride on a separated path. To minimize road infrastructure, primary vehicular access is reserved for only the southern entrance to the Nature Center, and a small parking/emergency access point on the northern end of the park. Disturbance width of any trail within GCW habitat should be minimal, and make all efforts to keep overhead canopy intact. Maximum disturbance width within habitat should never be more than 16 feet wide.





# KEY LOCATIONS



**WILDLIFE VIEWING -**  
 Located in secluded areas just off the main trail, Rathgeber Natural Resource Park will feature various animal viewing hot spots including both built structures and deviations along the trail. With a quiet step and a little luck, visitors will be able to view birds perching on nearby trees or watch a porcupine scurry across the path. Each site will feature seasonal educational information that aims to teach guests about the ever-changing ecosystem of Rathgeber Natural Resource Park. These areas may also include built habitat structures and viewing benches or blinds. Throughout the year, park-goers can explore each location and discover new animals or just enjoy the soothing sounds of nature.



**OBSERVATION DECK -**  
 On the northern part of the site, park-goers will be able to experience the park from a whole new vantage point at the Observation Deck. This deck reaches out above the trees and allows visitors to see over the canopy, a unique view of Barton Creek and the landscape beyond. With the addition of the observation deck, park-goers can access and view areas of the site that are challenging or inaccessible due to topography or dense vegetation. The deck should use the same architectural vocabulary as the Nature Center to create a visual connection between the north and south sides of the park.



**REST AND EXPLORATION -**  
 In the park, visitors will have the opportunity to rest after a long hike or learn more about the world around them. In addition to seating areas, the park will feature four small open-air structures. Each rest point will double as an educational opportunity, featuring a different aspect that can be found locally within the park or even outside of its own boundaries. Below is a list of educational opportunities that could be found:

- Creek Exploration - See the flow of the creeks and the animals that live there.
- Flora and Geo Exploration - Learn all about the different plants and landforms.
- History Exploration - Discover ancient and modern history
- Sky Exploration - Investigate the worlds and stars beyond.



**CAMPING-**  
 At Rathgeber Natural Resource Park, people of all ages have the opportunity to experience and learn about the Texas Hill Country through primitive camping sites. Campers will have the opportunity to fully engage with the natural world around them and get a personal look at the natural systems that make up the park. Here campers can become fully immersed in the site both day and night. This site offers a reserved space for campers to come to a local destination that is easy to access and will keep kids and parents coming back to the park to learn and explore.



**PARK ENTRANCE AND NATURE CENTER-**  
 The Nature Center serves as the main source of activity at the park. Here, visitors are welcomed into the landscape and are able to explore the center and its surroundings before branching off into the rest of the site. Guests will be able to park here and start their journey to discovering Rathgeber Natural Resource Park by either starting off at the trailhead or checking out the latest exhibit. The Nature Center will include rooms for exhibits, outdoor and indoor classrooms, natural play areas, an amphitheater, and picnic locations.

# WILDLIFE VIEWING: THE BATS AND THE BEES

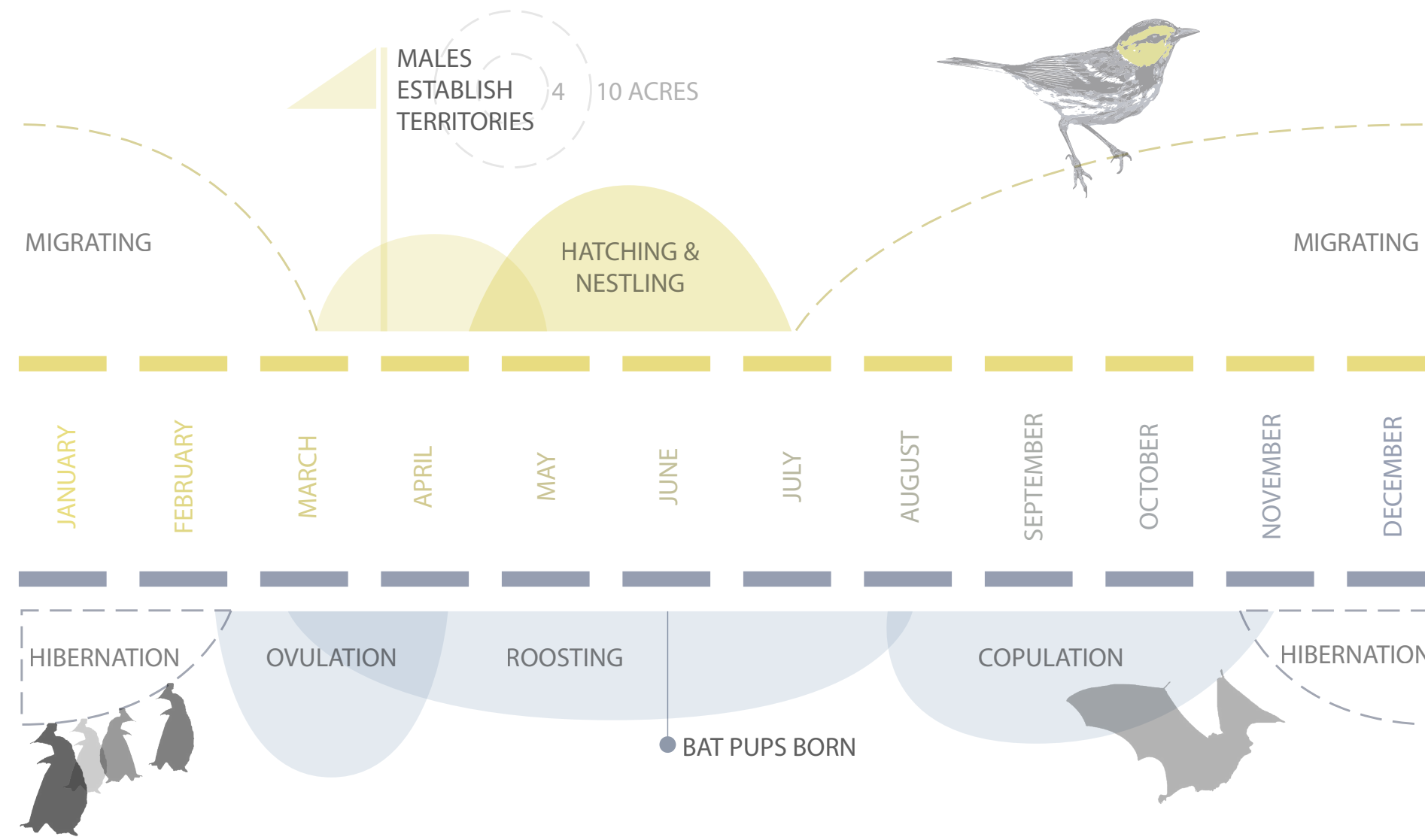


Rathgeber Natural Resource Park has an opportunity to provide built habitat structures for many native species. One is the notable Golden-Cheeked Warbler (*Setophaga chrysoparia*), and the other is the elusive tricolored bat (*Perimyotis subflavus*). The regional map to the right explores our site in relation to mapped habitat of both species.

Four concluding ideas from this preliminary study include 1) Maintaining and increasing the density of juniper-oak woodlands while minimizing edge effects, 2) creating alternative bat habitat through culvert design and hanging dry leaf bags, 3) Creating of insect habitat around water sources, which will provide amplified food opportunities for the Tricolored bat, and support greater food for arachnid populations, of which the golden cheeked warbler relies, and 4) increasing caterpillar host plants, as caterpillars are the greatest source of caloric intake for most avian species.

Tricolored bats have been found to roost in live and dead leaf clusters of deciduous hardwood trees, Spanish Moss, and lichen. They may take roost in artificial dens such as barns, porch roofs, bridges, and concrete bunkers. Females return to their roosting locations annually and in colonies, while males prefer solitary roosting locations. Foraging locations mostly happen over water ways and forest edges.

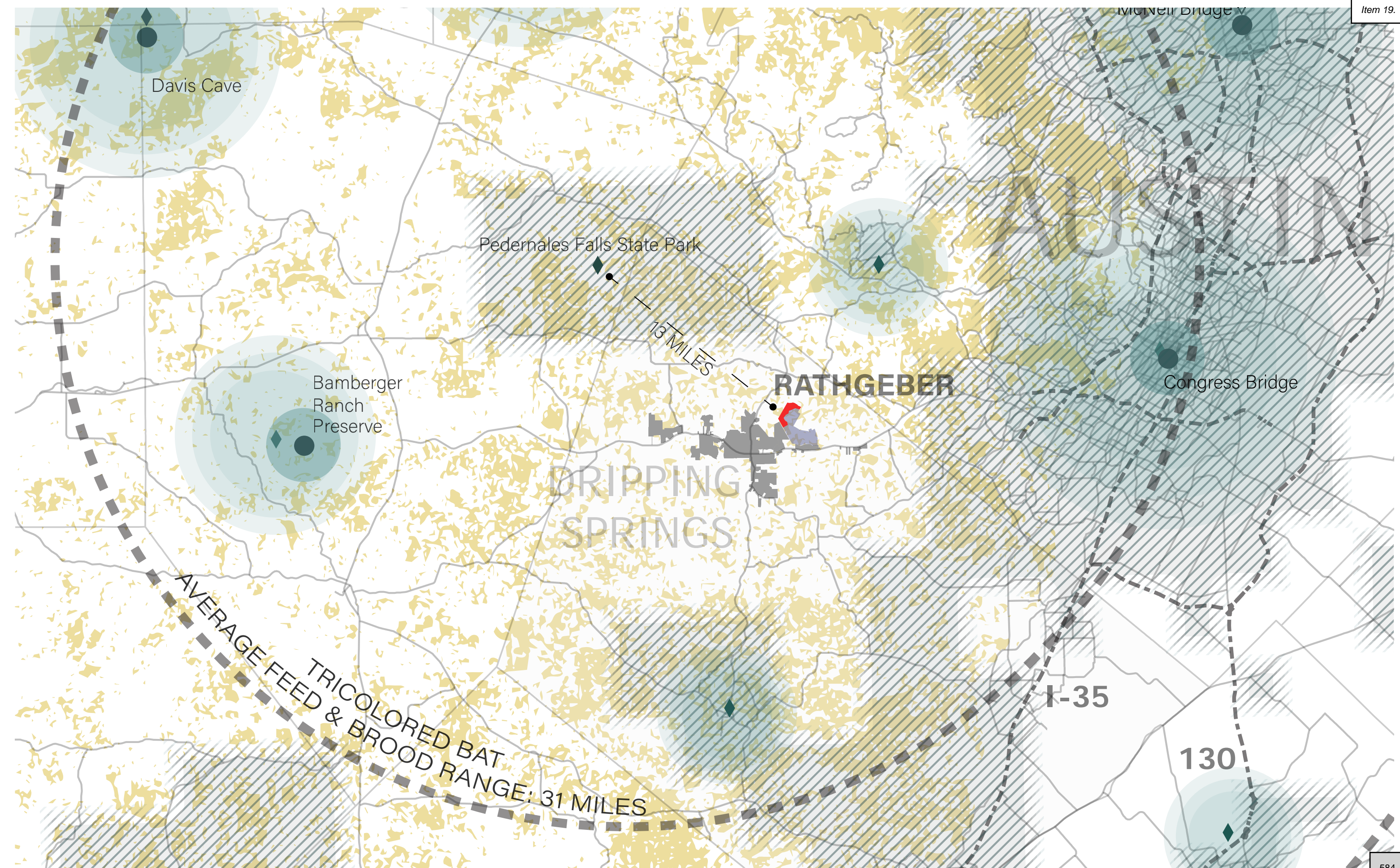
The tricolored bat prefers internal roosts that act as climatic buffers which maintain warmer temperatures at night, and cooler temperatures during the day. Concrete bridges and culverts mimic these ambient climates. Not only do they provide protection, but usually allow proximity to foraging areas. Studies have shown the Tricolored bat prefers a parallel box beam & prestressed girder type bridges for the width of gaps necessary for hanging.



Golden-Cheek Warblers migrate to Texas in mid march to nest and raise their young and leave mid-July to spend their winters in Mexico.

Solely relying on the mixed Ashe juniper and oak woodlands for nest building and shelter, they've seen their viable habitat options dwindle by 42% with the continuous development of the central and southern Texas region. Increased fragmentation and edge effects have negatively affected the nest survival rates, as mesopredators and parasitic species thrive in these environments. Currently, the preservation of continuous mature juniper-oak woodlands is the only factor which increases nest success.

Studies have shown the earlier these songbirds construct their nests, the better likelihood of nest survival rates, and female residence.







### AVIAN HABITAT -

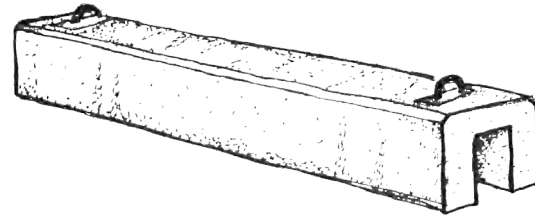
Increasing avian populations on site is as simple as providing ample nesting habitat and feeding opportunities. One current practice to provide engaging viewing opportunities is by placing a feeding tray between trees in dense canopy areas. The proximity of a food source in safe, elevated, and sheltered areas increases the likelihood of winged visitors, as you can watch them swoop in groups and perch on the feeding station.

Another abstract opportunity is by creating material boxes, where visitors can deposit straw, bark, and string into open mesh containers dispersed in the area. This gives birds incentive to frequent the site, and construct habitat nearby. A current theory from our team is by filling these boxes with Ashe Juniper bark, the Golden-Cheeked Warbler may see an increased success rate in nest construction if there are reduced numbers of juniper Ashe species in the area.

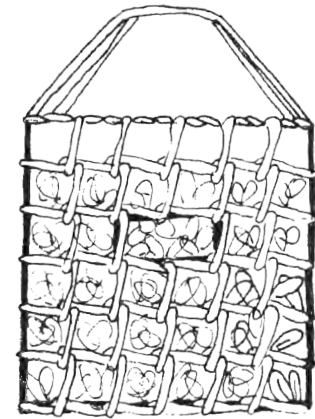
### BAT HABITAT -

After extensive review of articles surrounding the tricolored bat, two habitat alternatives can be proposed. One replicates concrete bridge joints. Bats tend to visit bridges and culverts because of the thermoregulation they offer during both day and night times. They provide safe habitats for female bats to hibernate and roost in the absence of cave structures. Materials may include lightweight, precast concrete with a textured "ceiling" to improve grip, size and depth of the compartment may vary depending on species.

Male bats however prefer to roost in smaller colonies, or even independently in the leaf clusters of trees, sometimes making use of abandoned squirrel nests. Creating woven boxes filled with leaves may broaden male bat roosting options, while increasing their safety from predators. The bat roost above is an example design of such habitat, and may be made by visitors.



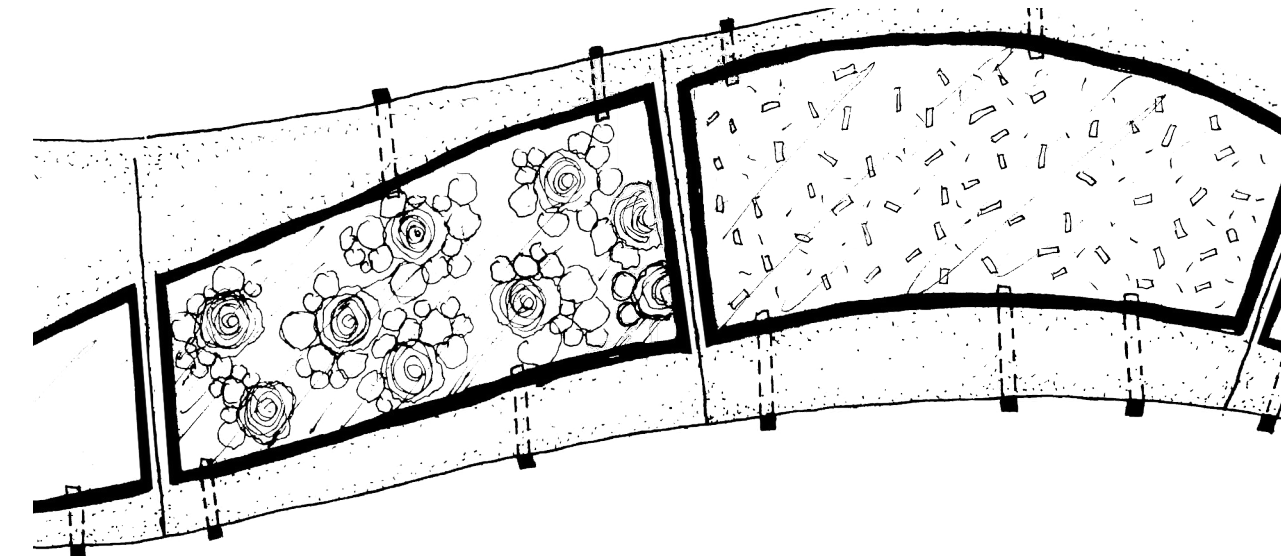
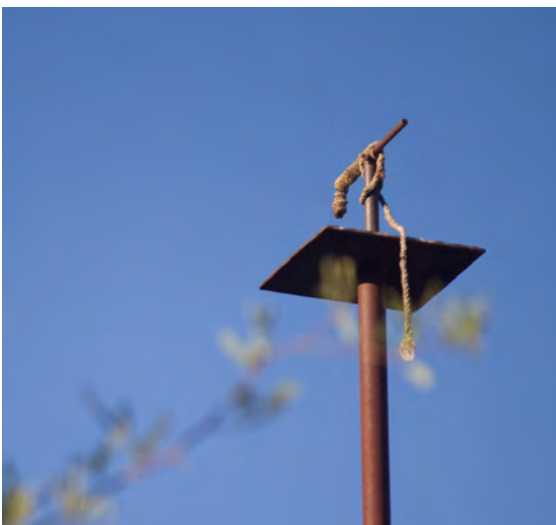
BAT BRIDGE JOINT



BAT ROOST

### STRUCTURED VIEWING -

Another wildlife viewing opportunity in Rathgeber Natural Resource Park is to create structured areas like bird blinds or raptor perches. These blinds would be located in secluded areas with denser vegetation to increase the chances of seeing different animals in their natural habitat. To create the best environment for this, the structures will need to blend into the background and not stand out in a distracting way. The hidden nature of the design also gives visitors a chance to sit quietly so wildlife will feel safe and secure in the area. A loud, disruptive space will drive away any animals and ruin the experience. Viewers will be positioned behind a screen that allows them to be concealed from sight, with small open panels that act as windows to view the nature on the other side. Nature enthusiasts, wildlife photographers, and curious park-goers alike can all use these structures to learn more about the world around them.



### PROPAGATION STATIONS-

To encourage more wildlife to come to the park, choosing the right plants will attract diversity from insects and animals alike. Propagation stations distributed throughout the site can give viewers a more intimate opportunity to learn about the native species of the Blackland Prairie ecosystem, and provide visitors reasons to return to the park as seedlings are transplanted on site to more permanent locations, showcasing an ever-changing environment. These stations would be categorized into different plant groups so guests can learn more about them and understand the benefits they bring to the park. Each section of the propagation station would be dedicated to growing one plant from seedling to sprout and moving it to other parts of the park to continue its journey. Informational signage would be posted, and guests could even participate in the planting, growing, and transplanting of the vegetation to get a more hands-on experience.

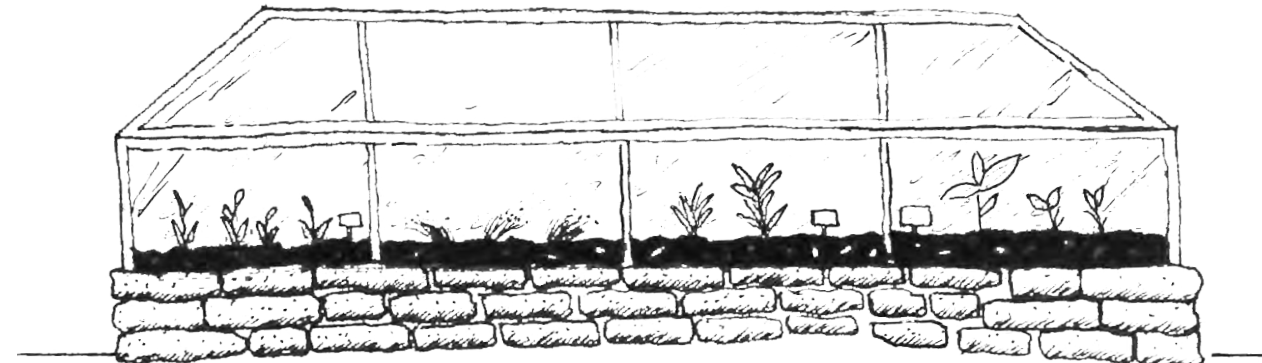


### ANIMAL HABITAT -

Options for increasing wildlife habitat at the park are as simple as creating rock and brush piles, as many animals are competing for basic natural shelter with rising displacement by development. A simple and sustainable solution would be to relocate demolished material existing on site and create small habitat piles, that can grow and change as the animals begin to use them. Another opportunity is to use cleared brush piles in strategic areas away from direct human contact. Providing animal habitat opportunities away from populated areas can also prevent undesired human-species interactions, by providing animals and humans with their own boundaries for safety. Creating more habitat spaces at Rathgeber Natural Resource Park could increase the chances of park-goers seeing wildlife in the area.

### INSECT VIEWING -

Encouraging wildlife populations, like bats and birds, also means providing increased food sources. Creating insect habitats can replicate natural patterns such as stacked logs or brush, but can also include engaging learning opportunities. One opportunity is to create a bug inspection station built flush into a concrete sidewalk. By placing food and water sources in these plexiglass-sealed chambers, you can encourage insects to enter tunnels connecting natural and viewing areas. This gives the viewer new ways to observe natural behaviors from above, watching critters navigate natural-material habitats.



# OBSERVATION DECKS



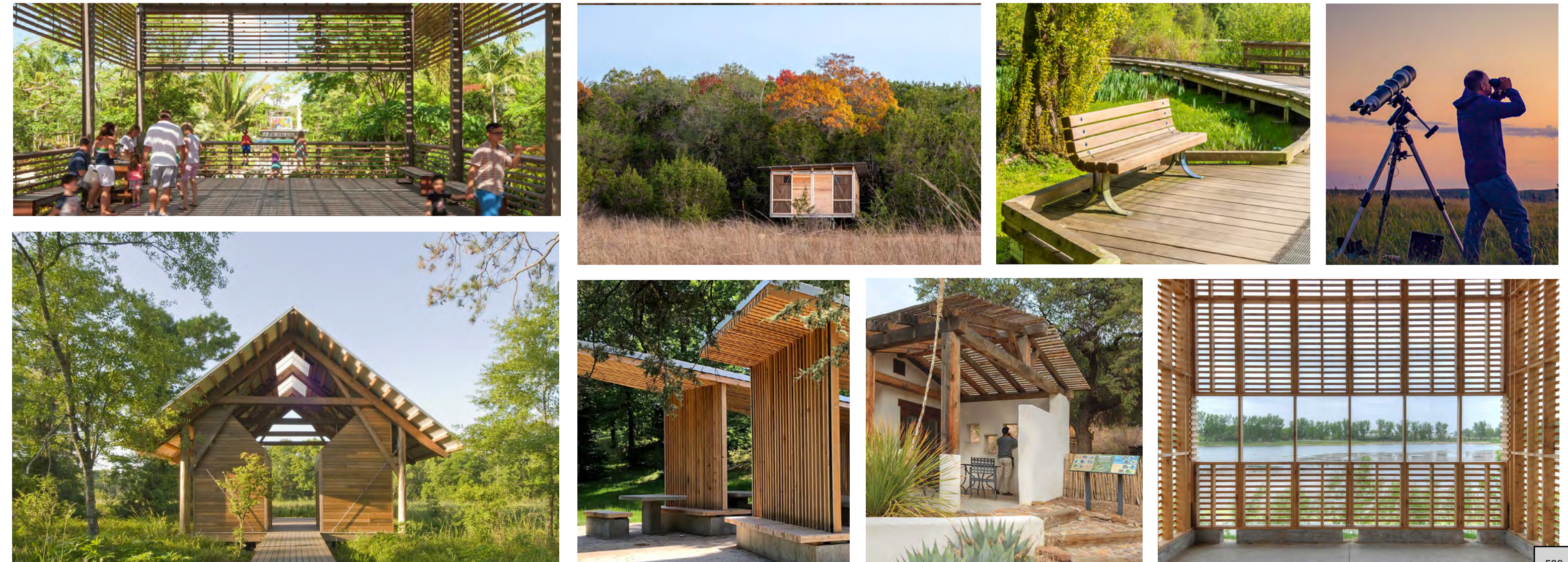
When visiting the site, park-goers are encompassed by mature cedar and oak trees. Visitors are mostly only able to experience the park from within. On the southern side of the park, there are a few high points for views, but the northern part generally lacks an elevated experience. Here is an opportunity for visitors to rise above the trees and peer out into the rolling landscape. Running along the parks south boundary, on the northern end of the site is a single walkway. As the walkway moves closer to the steeper slopes it begins to rise out of the ground and ends in a viewing platform that faces Barton Creek. The elevated lookout will blend with the trees by using modest railings that almost disappear into the foliage and deck supports that can be painted in a similar shade to the trees that surround it. A similar but smaller observation deck located at the Nature Center, creates a motif found at both end of the site. At the Nature Center the deck subtly rises above the ground creating views under the platform to the rest of the park. Visitors can not only experience the observation deck from up high but will have the ability to walk under and explore the lookouts creating a multi-layered amenity. This observation deck also creates a curated educational opportunity that is geared towards a holistic view of Rathgeber Natural Resource Park.



# REST AND EXPLORATION



At each rest and exploration waypoint visitors will have the opportunity to stop, rest, refill water bottles, and learn about the park. The four way-points are small, elevated, open air structures equipped with a solar-powered light and fan, water capture (if permitted) from a *Source Water System*, a picnic table and bench, and an interpretive panel. These small waypoints create the perfect place to rest, eat, meet other hikers, or simply watch the natural world around them. Each structure or node will double as an educational experience highlighting different aspects of the park. Interpretive signage and information will be integrated into the nodes in an artful way to create engaging information. Each space will have one or multiple educational signs. The first node could explore the world of the creek. Visitors can learn about hydrology, aquatic habitat, and seasonal dry and wet periods. The second node is all about history. Visitors can learn about the history of the park from prehistoric times, Native American Tribes, and all the way to modern history. The third node looks at the earth and its landforms, plants, and wildlife. Lastly, the final node is for sky exploration. This spot would be located on a flat, open surface and can have telescope pads for night time stargazers. Each node guests encounter, deepens their knowledge.





# CAMPING



Camping is located in a clearing on the northern part of the site just outside the floodplain. This allows for more privacy and gives the campers ample open space to conduct different activities. The versatile area allows for primitive camping, group gatherings and camp demonstrations. The northern location also has a proximity to the secondary entry to allow for easy load in and load out but is still sited far enough into the park to give campers an immersive experience. The camp is near the main trail in order to allow for access to the rest of the park. By locating the site here park-goers will be able to better secure the area because of the surrounding dense vegetation and single pedestrian trail reducing the access points to the large area. The camp site at Rathgeber Natural Resource Park will have minimal interventions. It is designed to be a blank slate for the campers to create their own experience. All outside equipment and supplies will be provided by the campers. At this camp site campers can explore the outdoors and gain hands on experience at the park.



### GATHERING SPACE-

A large open space is available for use by the campers. This space is clear and flat to accommodate activities during overnight camp visits. The space is left mostly unobstructed so campers can bring in desired equipment.

### PRIMITIVE CAMPING -

Camp sites are located at the edge of the tree line. The designated space allows for multiple pods of tents to be set up throughout the site. One to three tent pads with lantern hook will be provided. All camping locations are for primitive use.

### PROXIMITY TO FACILITIES-

Each camping site will come equipped with a composting toilet, picnic table, fire-pit, log seating, and one Source water system (if permitted).

### OUTDOOR ACTIVITIES -

Activities such as archery, nature walks, foraging, campfire events, project construction, capture the flag, scavenger hunts, hiking, biking, and many more can be conducted at the camp site or around the park.

### PROXIMITY TO TRAIL-

The camp site is located near the main trail at Rathgeber Natural Resource Park. This allows access for the campers and camp leaders to the rest of the park.

# PARK ENTRANCE AND NATURE CENTER



The Nature Center at Rathgeber Natural Resource Park is a place for exploration and discovery. Visitors will arrive on a connecting road through the adjacent school site. As they come around the first bend, a welcome sign will introduce them to the park. Progressing on their journey, they will be fully immersed in the natural landscape. As drivers round the curve, the Nature Center will emerge creating an iconic view to further emphasize the discovery that could happen here. Parking includes three bays that work with the topography, a bus drop off, bus parking, and a bioswale designed to collect and treat rainwater run-off. From the parking lot visitors enter a plaza space that designates the building entrance. Once inside, park-goers can browse the exhibits, attend a class, or enjoy the view from the lookout. The goal of the Nature Center is to blend the inside with the out. A covered walkway and multi-functional spaces help to bring the park inside of the building. Outdoor spaces for the park include a dry river bed to collect storm-water run-off, a cistern, outdoor sensory and learning environment, flex courtyard, and an amphitheater. The maintenance building is located on the opposite side of the parking lot, this building will also serve as a learning tool to help create a sense of stewardship and ensure that Rathgeber Natural Resource Park is a destination that can be enjoyed for generations.



# OUTDOOR SPACES



### LEARNING ENVIRONMENTS -

The learning environments at the park are designed to accommodate all different kinds of learners. There are two main outdoor learning spaces at the Nature Center. The first space is a covered classroom for a more traditional environment to accommodate classes and demonstrations and the second space takes a more unique approach. This secondary learning space is to be a sensory activity hub. The area will feature sensory stations with textures that are inspired by the park, impromptu nature play for building or imagination with loose logs, sticks, rocks, and sand, and an outdoor "camp" for imaginative play or education for the young park visitors. The sensory area might also include other more hands on and tangible demonstrations to further educate about the Rathgeber Natural Resource Park.



### AMPHITHEATER -

Located off the main building the amphitheater acts as both an additional learning space for lectures or other group activities and a space to relax with a view out into the park. The amphitheater could be as simple as benches gently descending down the slope or exaggerated steps leading up to the Nature Center. The amphitheater will accommodate the larger audiences that would come with larger events that may be held at the park. This spot not only would be able to host guest lecturers, but could also be used as a stage for music in the park or theatrical productions such as small musicals, book readings, or puppet shows for the kids.



### PLAYSCAPE -

The playscape at Rathgeber Natural Resource Park will have a nature and education focused theme. Located within the sensory learning environment, the play equipment doubles as a learning tool for children. Natural materials integrated into the playscape compliment the look and feel of the park and give the users tactile experiences as they touch and climb on the wood. The sustainable equipment is designed to be used and enjoyed by participants of all abilities and different levels of difficulty will be included in the play-system for graduated play. Outdoor play environments encourage children to both learn and challenge themselves. By integrating educational elements into the equipment children will naturally pick up on this information through the act of play itself. The children that come to the Nature Center will be excited to play and learn at the park.



### TRAIL HEAD -

The main trail head at Rathgeber Natural Resource park is located near the Nature Center. Here there will be an interpretive signage for the park trails map and other information needed as guests enter the park. This information includes ADA routes on trails, waystation locations, and trail mileage. Other educational signage could be included teaching visitors about the park. Biking and hiking groups, can use the trail head as a landmark to gather and regroup. A water station, bike fix it stations, and resting spots will also be provided. Other connecting trails are accessed through the Nature Center, but the main trail will be access through the trail head. This location acts as a doorway into the park, welcoming visitors to come and explore.



### COURTYARD AND PICNIC AREA -

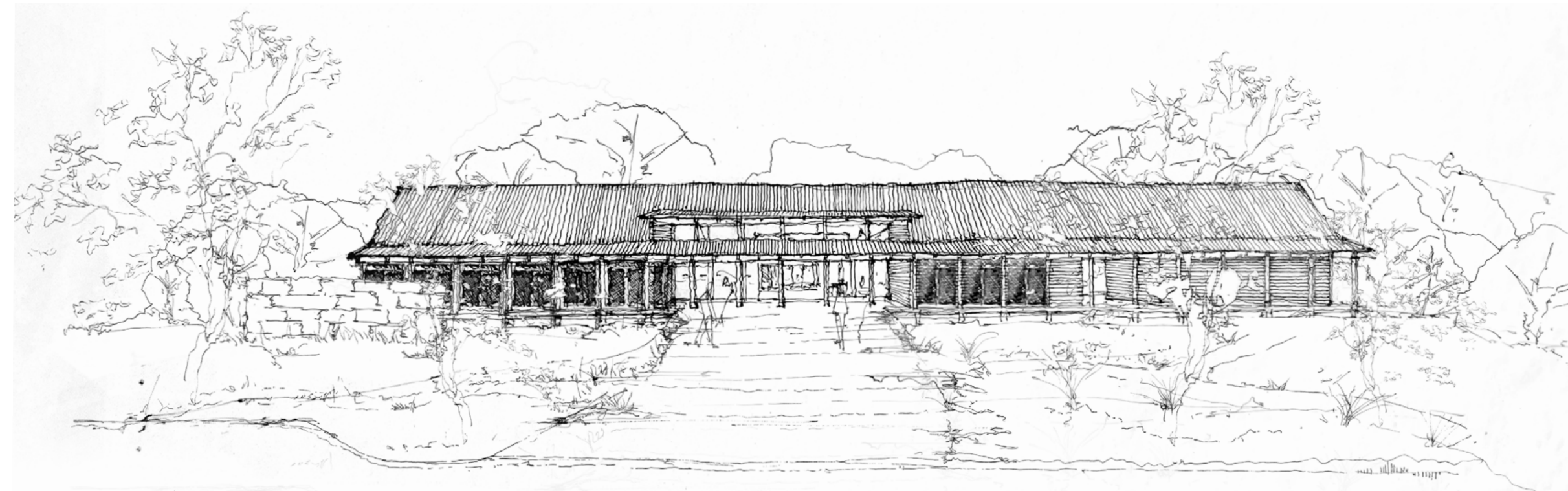
A large open space is located to the east of the Nature Center. This area allows for flexible uses such as outdoor eating, large events, yoga sessions or exercise groups, and much more. Visitors can use the space in many different ways and are not constrained by the programming. Simple picnic tables can be provided to accommodate for lunch time visitors or school field trips. The courtyard can be converted into an outdoor event space either as a stand alone area, or for overflow from the indoor event space in the Nature Center. The auxiliary outdoor space offers a blank slate for visitors and park staff to convert as they see fit.



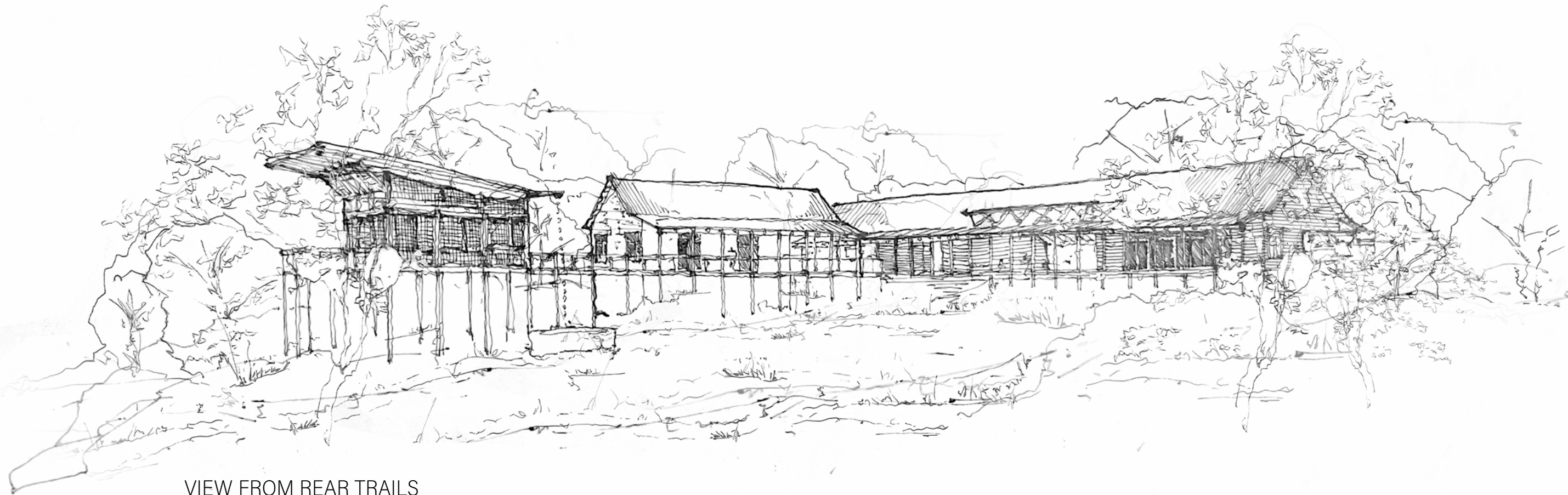
### DEMONSTRATION GARDENS-

A demonstration garden located near the outdoor learning environments allows people of all ages to get an up close view of different plants and their benefits that can be found in Rathgeber Natural Resource Park. This garden will feature pollinator plants such as Autumn Sage, Milkweed, Cone Flower and a multitude of other vegetation that attracts bees and butterflies. The garden could also feature common edible plants for foraging found throughout the park and in Central Texas, and plants that grow in succession to demonstrate the natural progression of a prairie after a burn. Other learning opportunities include bee hives and other animal habitats. All these interventions are learned at the Nature Center and that knowledge could extend out into the park to further educate in a more natural setting.

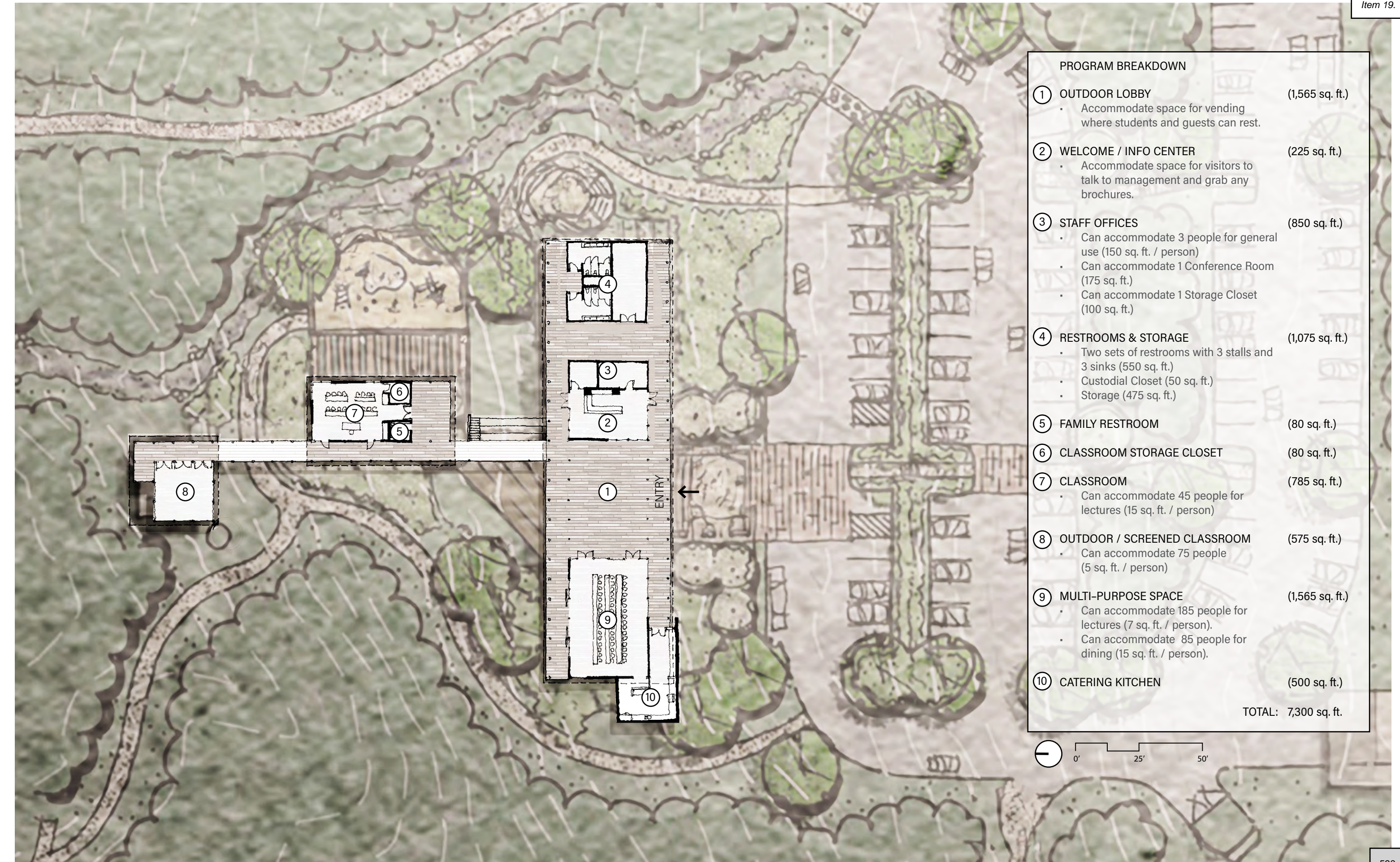
# NATURE CENTER: PROGRAM BREAKDOWN



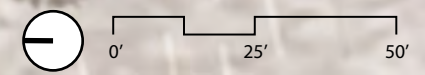
VIEW FROM ENTRY PLAZA



VIEW FROM REAR TRAILS



PROGRAM BREAKDOWN		
①	<b>OUTDOOR LOBBY</b> • Accommodate space for vending where students and guests can rest.	(1,565 sq. ft.)
②	<b>WELCOME / INFO CENTER</b> • Accommodate space for visitors to talk to management and grab any brochures.	(225 sq. ft.)
③	<b>STAFF OFFICES</b> • Can accommodate 3 people for general use (150 sq. ft. / person) • Can accommodate 1 Conference Room (175 sq. ft.) • Can accommodate 1 Storage Closet (100 sq. ft.)	(850 sq. ft.)
④	<b>RESTROOMS &amp; STORAGE</b> • Two sets of restrooms with 3 stalls and 3 sinks (550 sq. ft.) • Custodial Closet (50 sq. ft.) • Storage (475 sq. ft.)	(1,075 sq. ft.)
⑤	<b>FAMILY RESTROOM</b>	(80 sq. ft.)
⑥	<b>CLASSROOM STORAGE CLOSET</b>	(80 sq. ft.)
⑦	<b>CLASSROOM</b> • Can accommodate 45 people for lectures (15 sq. ft. / person)	(785 sq. ft.)
⑧	<b>OUTDOOR / SCREENED CLASSROOM</b> • Can accommodate 75 people (5 sq. ft. / person)	(575 sq. ft.)
⑨	<b>MULTI-PURPOSE SPACE</b> • Can accommodate 185 people for lectures (7 sq. ft. / person). • Can accommodate 85 people for dining (15 sq. ft. / person).	(1,565 sq. ft.)
⑩	<b>CATERING KITCHEN</b>	(500 sq. ft.)
		<b>TOTAL: 7,300 sq. ft.</b>



## DESIGN GOALS FOR BUILT STRUCTURES

### ENVIRONMENTAL PRESERVATION

- Minimal Site Disturbance - Position structures to preserve existing vegetation and natural landforms, minimizing grading and other site alterations

### LOW-IMPACT RECREATION

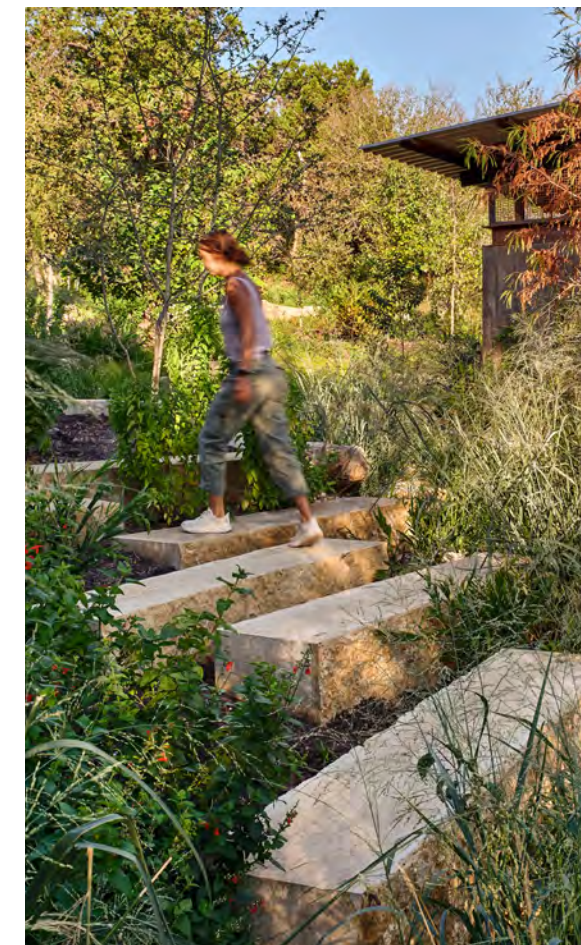
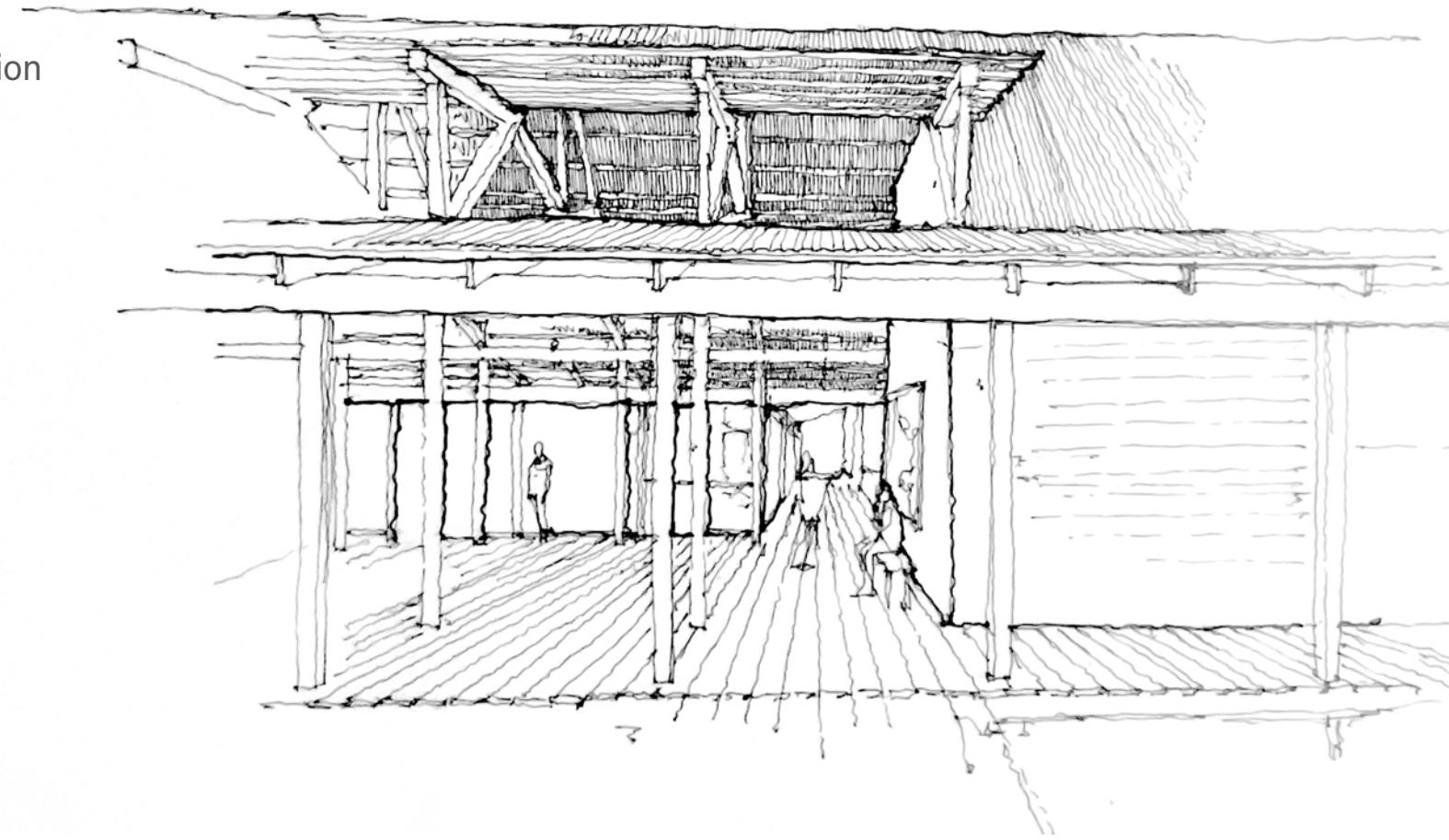
- Create opportunities for people to enjoy time outdoors.

### WILDLIFE-FRIENDLY DESIGN

- Ensure the design supports local wildlife by incorporating bird-friendly strategies and avoiding barriers that hinder animal movement.

### CONTEXTUAL ARCHITECTURE

- Respond to the context of the site, including topography, trees, sun angles, prevailing breezes and views.
- Draw inspiration from the Texas Hill Contry.
- Use materials appropriate to the site.



## DESIGN GOALS FOR BUILT STRUCTURES

### RESOURCE EDUCATION

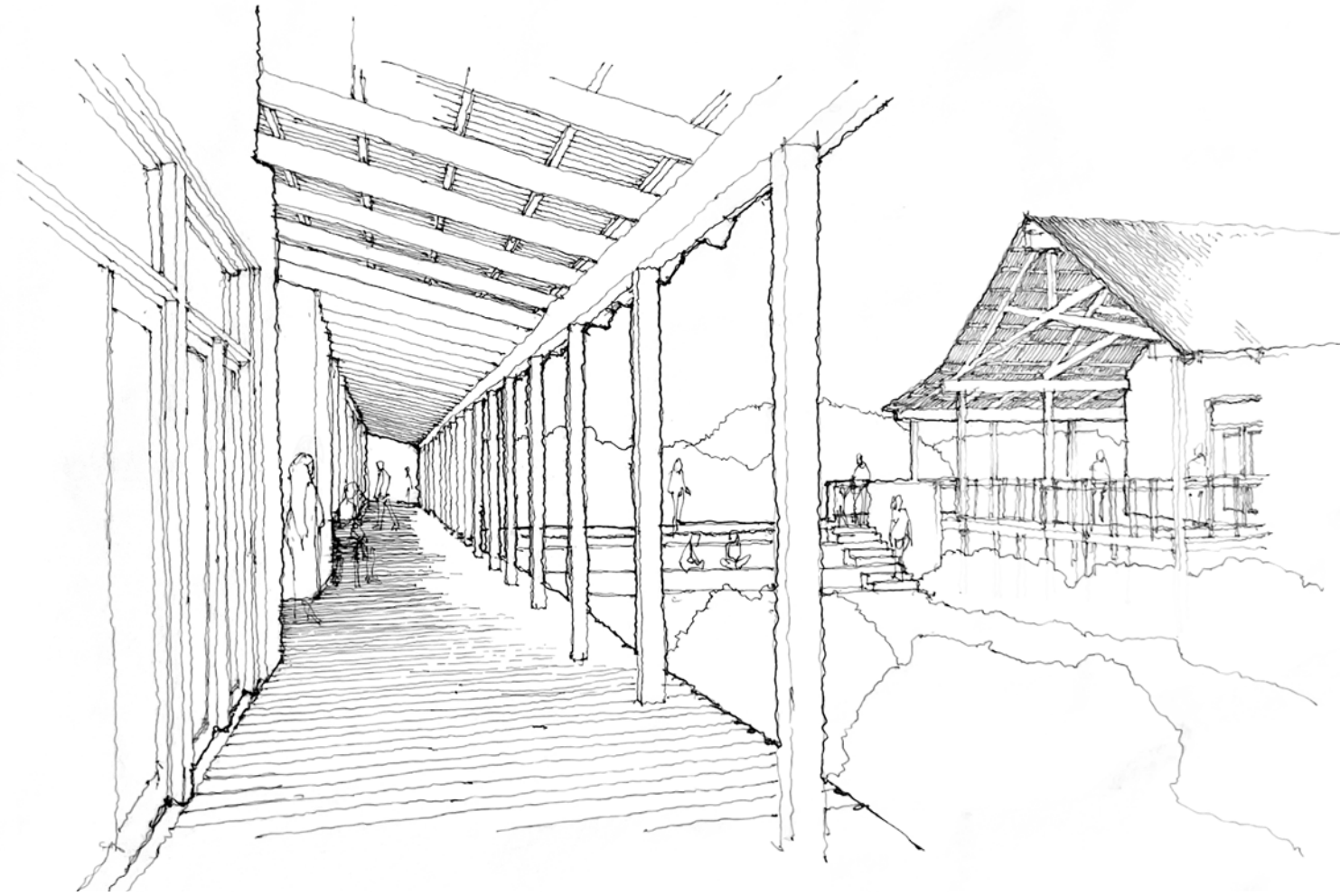
- Incorporate hands-on, interactive exhibits that educate visitors about the local ecosystem.
- Use clear, informative signage to interpret the local flora, fauna, geology, and historical significance of the site.

### EQUITABLE ACCESSIBILITY

- Facilitate accessibility and community engagement

### CONNECTION TO NATURE

- Design spaces that provide visual and physical connections to the natural environment.
- Consider the human experience of moving through and between the site and the structures.





# SUSTAINABILITY AND RESILIENCE

The Rathgeber Natural Resource Park hosts a wealth of ecosystem services. The multiple natural synergies which have existed for eons will continue to grow with a conscious effort towards designing in tune with the ecosystem through thoughtful alignment of land development and management practices with the functions of a healthy environment. Sustainable landscape design and planning is the key towards achieving this goal. For a sustainable design approach, it is essential to understand what sustainability implies.

The Sustainable SITES initiative defines "sustainability" as design, construction, operations, and maintenance practices that meet the needs of the present without compromising the ability of future generations to meet their own needs. This definition embraces the definition of sustainable development first put forward by the United Nations World Commission on Environment and Development in 1987.

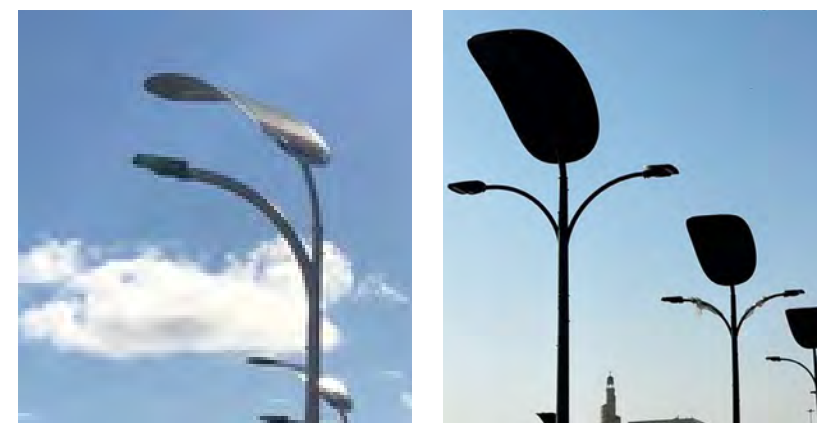
When it comes to achieving sustainable site development, a well-defined framework can guide the process. The Sustainable SITES initiative provides a thorough guideline for the design team to adopt sustainable practices in various aspects of design, construction, and post-occupancy maintenance. The Sustainable SITES Initiative, an interdisciplinary partnership of the American Society of Landscape Architects, the Lady Bird Johnson Wildflower Center, and the United States Botanic Garden, has spent several years developing guidelines for sustainable land practices that are grounded in rigorous science and can be applied on a site-by-site basis nationwide. The Initiative's rating system gives credits for the sustainable use of water, the conservation of soils, wise choices of vegetation and materials, and design that supports human health and well-being.

The Vision Plan for Rathgeber Natural Resource Park presents a unique opportunity to celebrate nature by creating opportunities to respect its natural resources, create a platform for educational opportunities and set a new benchmark for sustainable design practices. To be successful in this stewardship approach, it is crucial the design principles below align with and are incorporated into the overall project's Vision and Values statement.

## SUSTAINABLE UTILITIES:

While the nature center will likely be connected to grid electrical, and a potable water and wastewater source, utilizing sustainable and renewable energy sources where feasible is critical to the development of the site. Using solar power for the facility should be explored. If this isn't feasible on a panel bases system, at minimum, the parking lot light source, as well as bollard lighting at the waystations should run on solar power. Engo planet "leaf" product line offers parking lot lighting that showcases the solar capabilities with a modern design aesthetic.

Additionally, source water systems should be installed at the waystations as well as the boyscout camp to facilitate water access in the more remote parts of the park.



EnGoPlanet Solar Leaf Light

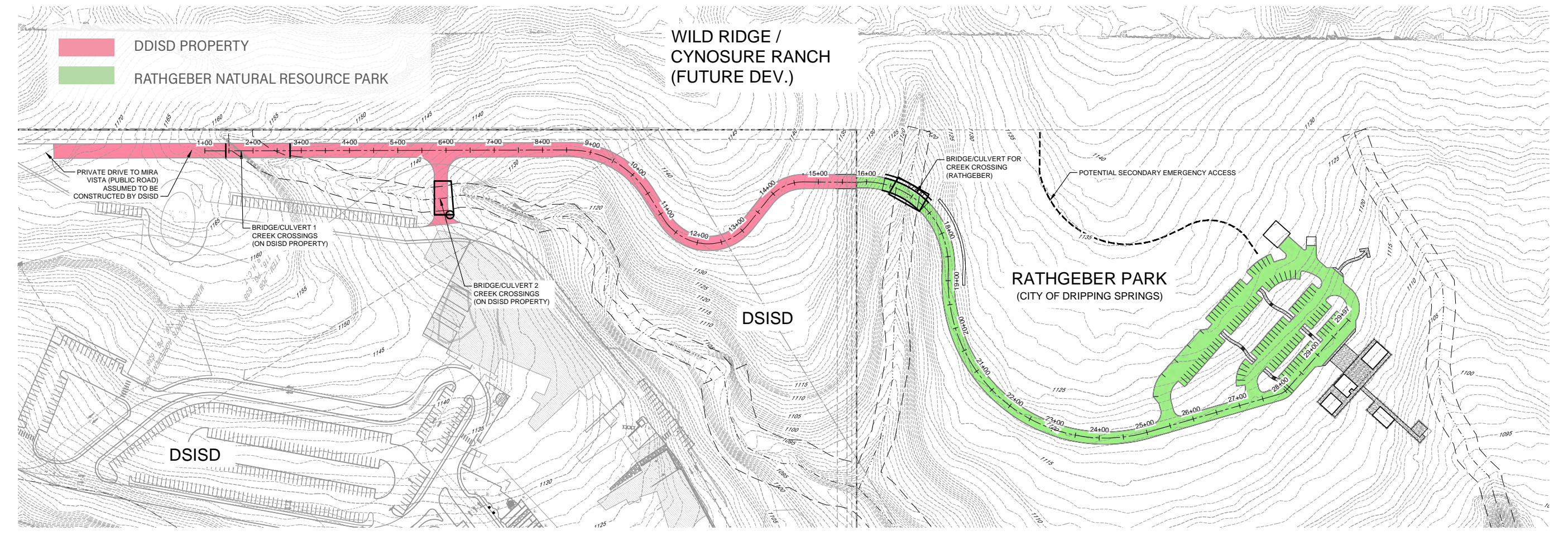


EnGoPlanet Solar Bollard

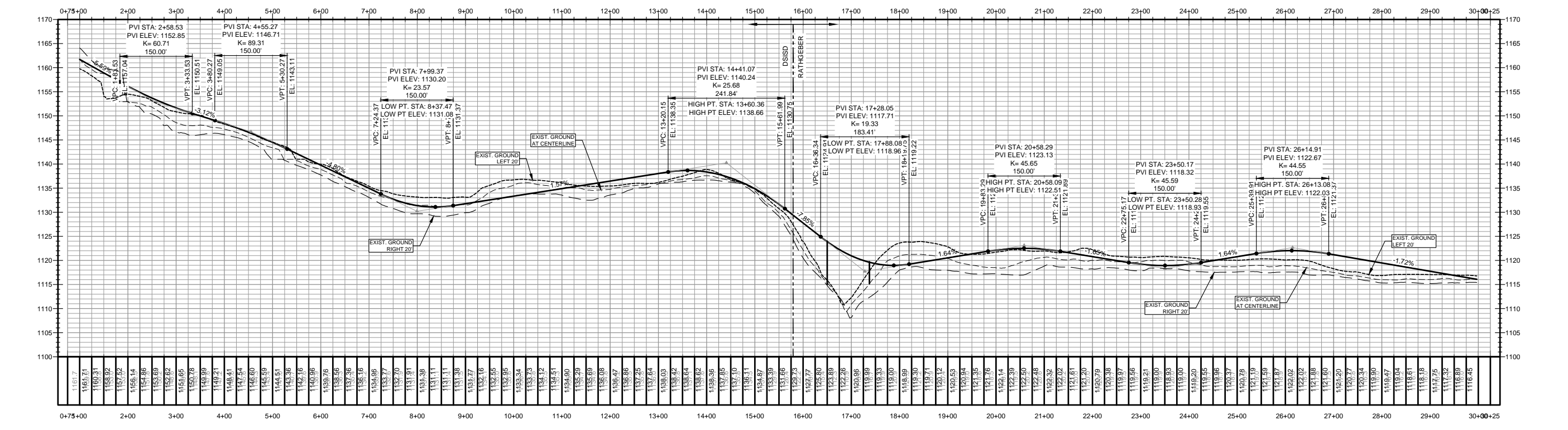


Source Hydropanel

- **Preserving and Enhancing Natural Resources:** The first goal is to protect and conserve the natural resources present on the site. This includes preserving biodiversity, protecting water bodies, and minimizing soil erosion. The aim is to maintain the ecological balance and enhance the site's natural beauty.
- **Minimizing Environmental Footprint:** Sustainable site development strives to minimize the environmental impact of construction and ongoing operations. This includes reducing energy consumption, water usage, and waste generation. Implementing green building practices, utilizing renewable energy sources, and promoting efficient resource management are essential in achieving this goal.
- **Promoting Sustainable Mobility:** Encouraging sustainable transportation options is another crucial goal. Designing pedestrian-friendly pathways, incorporating bicycle lanes, and integrating public transportation systems can reduce reliance on cars and minimize greenhouse gas emissions. Creating a well-connected site that encourages walking, cycling, and the use of public transport contributes to a more sustainable future.
- **Efficient Land Use:** Sustainable site development aims to optimize land use while preserving open spaces. This involves smart planning and design to ensure efficient and responsible utilization of the available space. Incorporating green roofs, vertical gardens, and community gardens can maximize the benefits of land resources.
- **Water Conservation and Management:** Managing water resources is a vital aspect of sustainable site development. Implementing water-efficient irrigation systems, rainwater harvesting techniques, and utilizing native plant species that require less water can help conserve this precious resource. Additionally, promoting water conservation practices among site users through educational initiatives is crucial.
- **Engaging the Community:** Sustainable site development should actively involve the community to foster a sense of ownership and responsibility. Encouraging community participation, seeking feedback, and incorporating local needs and aspirations into the development plans create a sense of shared stewardship. Community gardens, educational programs, and public spaces can further facilitate this engagement.
- **Ensuring Resilience and Adaptability:** Sustainable development should consider the long-term resilience and adaptability of the site. This means anticipating and preparing for climate change impacts, such as extreme weather events or rising sea levels. Incorporating resilient infrastructure, utilizing sustainable building materials, and implementing effective storm-water management systems contribute to the site's ability to withstand and adapt to future challenges. Remember, these goals are not mutually exclusive, but rather interconnected aspects of sustainable site development. By addressing these objectives holistically, we can create a site design that is not only environmentally responsible but also socially and economically beneficial for present and future generations.



PROPOSED DW



RATHGEBER PARK  
 DRIPPING SPRINGS, TX  
 PROPOSED DRIVEWAY PROFILE - VISION PLAN

**MALONE WHEELER**  
 INC. 1995

CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

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 Firm Registration No 1-786

# DESIGN AND ENGINEERING CONSIDERATIONS

## ROADWAY ALIGNMENT -

The City is pursuing an opportunity to work with adjacent developments to extend a roadway to the Rathgeber Natural Resource Park near the southwest property corner. The roadway is proposed to work with the natural character of the hill country topography. A second access to the northeastern portion of the site is contemplated along an existing access easement from the Headwaters at Barton Creek residential neighborhood.

## TRAIL CREEK CROSSING -

Providing safe access for the public at Rathgeber Natural Resource Park comes with the challenges of accessing difficult terrain and crossing waterway features. Trail creek crossing locations should be evaluated to select locations which provide opportunity for crossing while not impacting significant natural features to be preserved. Innovative and natural construction materials should be evaluated for maintenance and life-cycle costs as well as fitting into the desire to enhance the natural resources of the park.

## RETAINING WALL -

Preserving the natural topography of the site is crucial to the success of this project. Where topography varies greatly, retaining walls can greatly reduce the area which is impacted in order to provide public access into the park.

## MAINTENANCE -

Regular maintenance is important for protecting the natural resources that are shared by all of us. Providing the tools and resources needed to execute these efforts is vital to the parks success. Maintenance facilities are proposed with the Nature Center to equip staff and volunteers for this work.

## LOW IMPACT INFRASTRUCTURE TO NORTHERN SITE -

Portions of the site are primarily accessible by foot only due to the steep topography and natural creek features. The design team is evaluating ways to provide some limited amenities within these areas to enhance the accessibility for the public while balancing the protection of the natural resources. This may include innovative water and wastewater services which limit their footprint as they can be stand alone systems.

## ROAD CREEK CROSSINGS -

The goal for the park is to look for opportunities and locations to span over the creek beds to minimize the disturbance to the natural resources with design and implementation. This will be evaluated with the economics of different types of creek crossings.

## PARKING LOT -

Maintaining the natural characteristics of the site is an important goal. The contemplated parking lot will work with the natural topography and is proposed to be terraced to limit disturbance to the existing vegetation.

## INFRASTRUCTURE -

Providing public amenities that blend into the natural environment is one of the objectives. Water and wastewater service may be requested from adjacent developments. Existing three phase electric is located along the southwest property line, and is contemplated to be extended to provide service to the park. Drainage facilities are viewed to be an opportunity for public education and thus where often they are hidden and out of view, may instead be embraced and intergrated into the site layout.

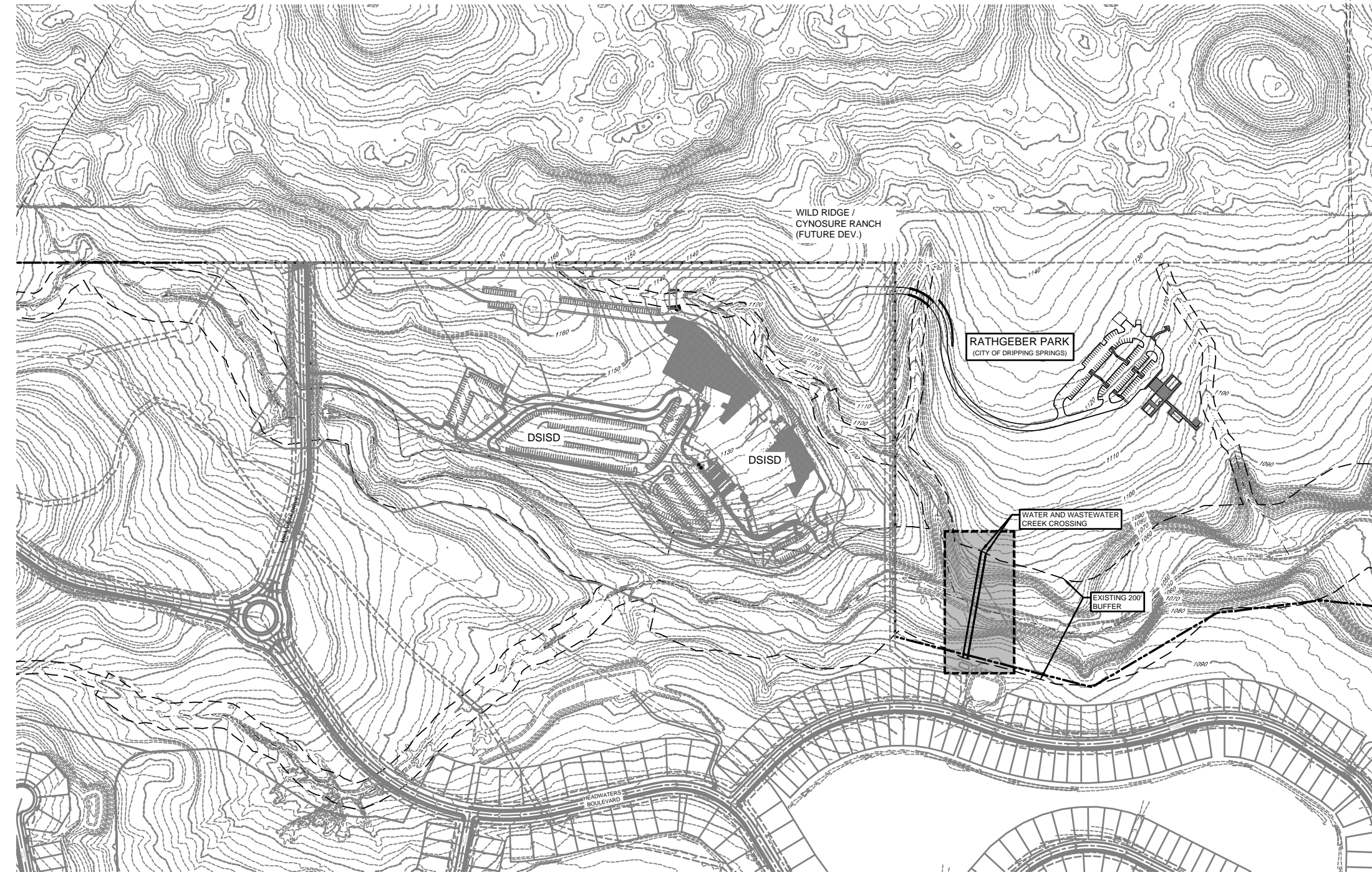
## RAIN WATER COLLECTION -

As the regions water supply is stressed, the beneficial use of captured rainwater will be evaluated as an option. Efforts to collect and use rainwater for the parks' benefit are being explored. Potential uses for rainwater may include irrigation to offset the use of potable water where possible within and around the Nature Center.

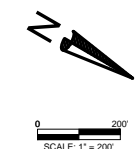
## ADA ACCESS-

The natural resources of the park should be enjoyed by all. ADA accessible areas will be provided at the Rathgeber Natural Resource Park Nature Center, designated trail(s) and the north portion of the park.

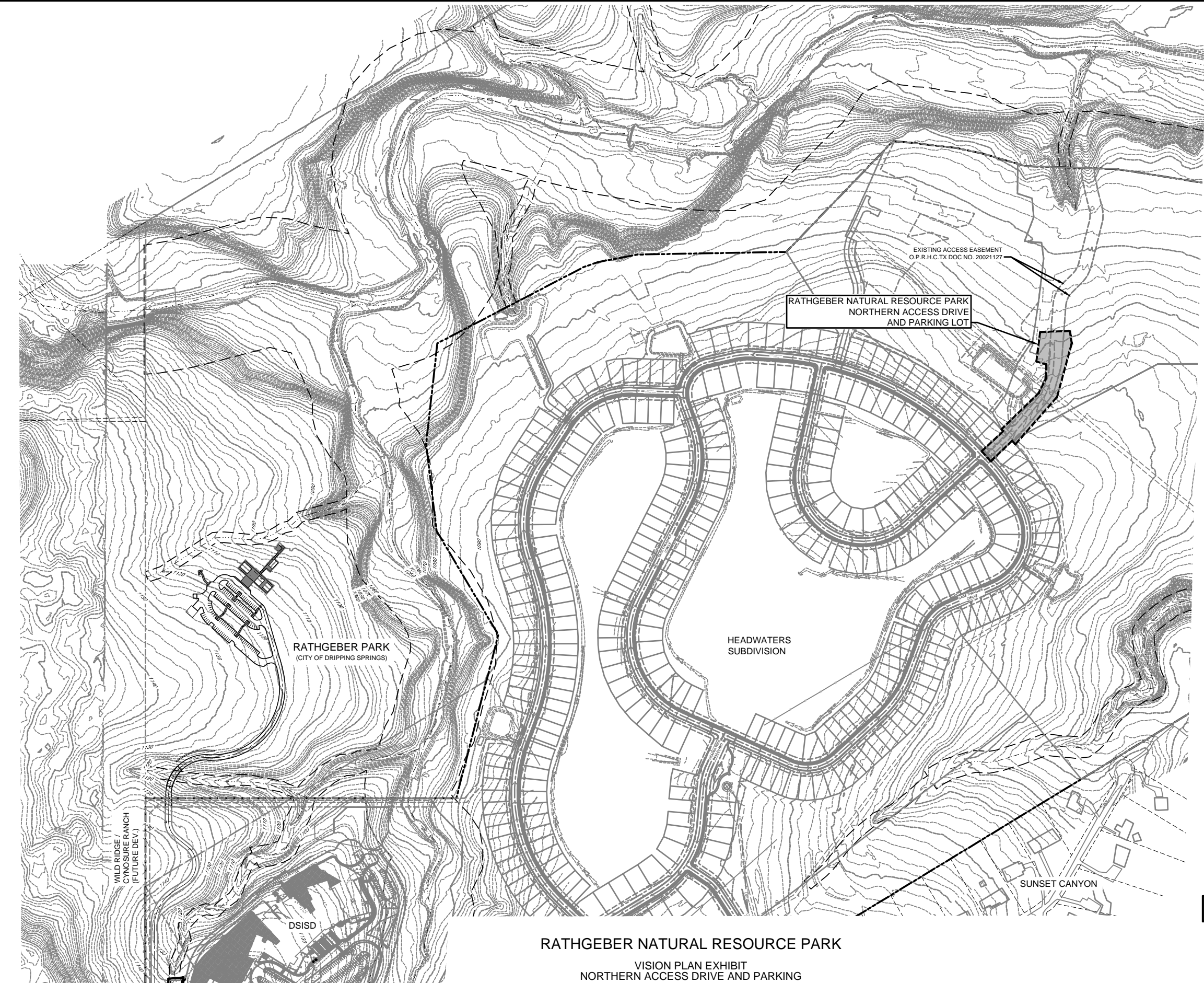
\*Additional requirements such as coordination with the Texas Historical Commission (THC) under Antiquities Code of Texas, detailed investigations of endangered species of plants and other wildlife, bluffs, springs and seeps, wetlands water wells, waters of the U.S. and QWBZ of streams should be completed in the first stages. Other items include completing a boundary survey and discussing potential limitations early the planning and design process.



RATHGEBER NATURAL RESOURCE PARK  
VISION PLAN EXHIBIT  
WATER AND WASTEWATER UTILITY CREEK CROSSINGS



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RATHGEBER NATURAL RESOURCE PARK  
VISION PLAN EXHIBIT  
NORTHERN ACCESS DRIVE AND PARKING



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Firm Registration No. F-796

# DESIGN AND ENGINEERING CONSIDERATIONS - OPINION OF PROBABLE COST

The following Opinion of Probable Cost (OPC) is a rough order of magnitude. Cost reflects all needs identified during the community engagement process and needs assessment portion of the Vision Plan (project phasing not reflected). Design team has explored cost saving measures for the type of road creek crossing; culvert versus concrete bridge or arch culvert from DSISD to south property line of Rathgeber Park and road creek crossing; culvert versus concrete bridge within the park for the roadway, wastewater improvement options; grinder station versus OSSF gravity system, and improvement options along creek crossing within park to Headwaters MUD versus connection to Mira Vista Drive through DSISD property along the roadway. Once a construction budget is established, the Design team will continue to explore cost saving measures such as: reduction or quantities (i.e. parking lot), change in materials, phasing, etc. during schematic design.

ITEM NO.	QTY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
<b>A. PARK INFRASTRUCTURE *</b>					
<b>PAVING AND GRADING IMPROVEMENTS (RATHGEBER PARK)</b>					
PG-1	-	LS	MOBILIZATION (INCL. AT TOTAL)	\$ -	\$ -
PG-2	42,700	SY	CLEARING AND GRUBBING	5.50	234,848.17
PG-3	9,500	SY	SUBGRADE PREPARATION	6.05	57,475.00
PG-4	10,100	SY	FLEXIBLE BASE 12" THICKNESS	22.00	222,200.00
PG-5	9,500	SY	HMAC 2" THICKNESS	18.70	177,650.00
PG-6	9,000	SF	PERVIOUS PAVEMENT (3.125")	27.50	247,500.00
PG-7	5,100	LF	CURB AND GUTTER	22.00	112,200.00
PG-8	1,500	SY	SIDEWALK 4" THICKNESS	59.40	89,093.40
PG-9	12	EA	SIDEWALK CURB RAMP	2,750.00	33,000.00
PG-10	1	LS	STRIPING & SIGNAGE	11,000.00	11,000.00
PG-11	1	EA	CREEK CROSSINGS (BASE) - CULVERTS (6X4)	65,725.00	65,725.00
PG-12	3,800	SF	RETAINING WALLS - MORTARED ROCK	49.50	188,100.00
PG-13	15,000	CY	EXCAVATION	16.50	247,500.00
PG-14	20,000	CY	EMBANKMENT	5.50	110,000.00
PG-15	14,300	SY	NORTHERN ACCESS DRIVE TO PARKING LOT (GRAVEL)	7.70	110,110.00
PG-16	3,240	SF	NORTHERN PARKING LOT (CONCRETE PAVING)	22.00	71,280.00
<b>SUBTOTAL PAVING AND GRADING IMPROVEMENTS</b>				<b>\$</b>	<b>1,977,681.57</b>
<b>WASTEWATER IMPROVEMENTS (RATHGEBER PARK)**</b>					
WW-1	1	LS	GRAVITY COLLECTION	33,000.00	33,000.00
WW-2	1	LS	GRINDER STATION	49,500.00	49,500.00
WW-3	1	LS	3" LPS	100,980.00	100,980.00
WW-4	200	LF	ENCASEMENT (8")	220.00	44,000.00
WW-5	1	LS	CONNECTION TO EXISTING WWL	27,500.00	27,500.00
<b>SUBTOTAL WASTEWATER IMPROVEMENTS</b>				<b>\$</b>	<b>254,980.00</b>
<b>WATER IMPROVEMENTS (CREEK CROSSING BASE)**</b>					
W-1	1	LS	WATER SYSTEM	349,800.00	349,800.00
W-2	200	LF	20" ENCASEMENT	385.00	77,000.00
<b>SUBTOTAL WATER IMPROVEMENTS</b>				<b>\$</b>	<b>426,800.00</b>
<b>DRAINAGE IMPROVEMENTS (RATHGEBER PARK)</b>					
SS-1	1	LS	STORM SEWER SYSTEM (RATHGEBER PARK)	385,000.00	385,000.00
SS-2	1	LS	POND 1 (RATHGEBER PARK)	330,000.00	330,000.00
<b>SUBTOTAL DRAINAGE IMPROVEMENTS</b>				<b>\$</b>	<b>715,000.00</b>

<b>EROSION AND SEDIMENTATION CONTROLS (RATHGEBER PARK)</b>					
ES-1	57,800		6-INCH TOPSOIL	1.10	\$ 63,580.00
ES-2	57,800		HYDRO MULCH	0.61	\$ 34,969.00
ES-3	1		EROSION CONTROLS	82,500.00	\$ 82,500.00
<b>SUBTOTAL EROSION AND SEDIMENTATION IMPROVEMENTS</b>				<b>\$</b>	<b>181,049.00</b>
<b>ELECTRIC IMPROVEMENTS (RATHGEBER PARK)</b>					
E-1	1	LS	ELECTRIC IMPROVEMENTS (MEP TO VERIFY)	180,000.00	\$ 180,000.00
<b>SUBTOTAL ELECTRICAL IMPROVEMENTS</b>				<b>\$</b>	<b>180,000.00</b>
<b>SUBTOTAL PARK INFRASTRUCTURE</b>				<b>\$</b>	<b>3,735,510.57</b>

<b>A.1 OTHER INFRASTRUCTURE (DSISD PARCEL)*</b>					
<b>OFF-SITE ACCESS IMPROVEMENTS (DSISD PARCEL)</b>					
ITEM NO.	QTY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
PG-1	1	LS	MOBILIZATION	\$ 55,000.00	\$ 55,000.00
PG-2	15,100	SY	CLEARING AND GRUBBING	5.50	\$ 83,050.00
PG-3	6,850	SY	SUBGRADE PREPARATION	6.05	\$ 41,442.50
PG-4	6,850	SY	FLEXIBLE BASE 12" THICKNESS	22.00	\$ 150,700.00
PG-5	6,155	SY	HMAC 2" THICKNESS	18.70	\$ 115,098.50
PG-6	4,300	LF	MACHINE LAID CURB AND GUTTER	22.00	\$ 94,600.00
PG-7	2,760	SY	SIDEWALK 4" THICKNESS	59.40	\$ 163,944.00
PG-8	4	EA	SIDEWALK CURB RAMP	2,178.00	\$ 8,712.00
PG-9	1	LS	SIGNAGE & STRIPING	8,140.00	\$ 8,140.00
PG-10	2	EA	CREEK CROSSINGS (BASE) - CULVERTS (6X4)	65,725.00	\$ 131,450.00
PG-11	1,200	SF	RETAINING WALLS - MORTARED ROCK	49.50	\$ 59,400.00
PG-12	2,500	CY	EXCAVATION	16.50	\$ 41,250.00
PG-13	2,500	CY	EMBANKMENT	11.00	\$ 27,500.00
PG-14	1	LS	STORM SEWER	88,000.00	\$ 88,000.00
PG-15	1	LS	POND 2 (DSISD)	165,000.00	\$ 165,000.00
PG-16	1	LS	POND 3 (DSISD)	165,000.00	\$ 165,000.00
<b>SUBTOTAL OFF-SITE ACCESS IMPROVEMENTS (DRIPPING ISD TRACT)</b>				<b>\$</b>	<b>1,398,287.00</b>
<b>SUBTOTAL PHASE 1 - OTHER INFRASTRUCTURE</b>				<b>\$</b>	<b>1,398,287.00</b>

<b>B. ARCHITECTURE*</b>					
B01	1	LS	NATURE AND LEARNING CENTER	\$ 4,700,000.00	\$ 4,700,000.00
B02	1	LS	MAINTENANCE BLDG, STORAGE YARD, DUMPSTER/PAD	\$ 300,000.00	\$ 300,000.00
B03	4	EA	HIKING SHELTERS (INCL SOLAR/WATER)	\$ 40,000.00	\$ 160,000.00
<b>SUBTOTAL ARCHITECTURE</b>				<b>\$</b>	<b>5,160,000.00</b>
<b>C. TRAILS*</b>					
C00	12000	LF	EXISTING TRAILS - ONE TIME CLEAN, STABILIZE, CLEAR	\$ 1.00	\$ 12,000.00
C01	42000	SF	ACCESSIBLE TRAILS - CONC., 6'-8' WIDTH	\$ 7.25	\$ 304,500.00
C02	3530	LF	NATURE TRAILS - SINGLE TRACK, 2'-3' WIDTH	\$ 4.00	\$ 14,120.00
C03	42240	LF	BIKE TRAILS - SINGLE TRACK, 2'-3' WIDTH	\$ 4.00	\$ 168,960.00
C04	1	ALLOW	CREEK CROSSINGS - TIMBER BRIDGE	\$ 500,000.00	\$ 500,000.00
C05	5	EA	CREEK CROSSINGS - ARMORED, STONE	\$ 5,000.00	\$ 25,000.00
C06	1	ALLOW	TRAIL & DRAINAGE INFRASTRUCTURE, CULVERTS, MISC	\$ 50,000.00	\$ 50,000.00
C07	1	ALLOW	PRIMARY TRAILHEAD - PARKING LOT	\$ 25,000.00	\$ 25,000.00
C08	1	ALLOW	OVERLOOK PLATFORM, NW PARK ZONE	\$ 100,000.00	\$ 100,000.00
<b>SUBTOTAL TRAILS</b>				<b>\$</b>	<b>1,199,580.00</b>

<b>D. LANDSCAPE ARCHITECTURE</b>					
D01*	1	ALLOW	OUTDOOR CLASSROOM - PLAYScape, NATURE CENTER	\$ 200,000.00	\$ 200,000.00
D02*	1	ALLOW	OUTDOOR CLASSROOM - MULTI-USE, NATURE CENTER	\$ 70,000.00	\$ 70,000.00
D03*	1	ALLOW	ENTRY SIGNAGE/WALL OR SCULPTURE INSTALLATION	\$ 150,000.00	\$ 150,000.00
D04	1	ALLOW	CAMPING (5 CAMPSITES, WATER, COMP.TOILET)	\$ 40,000.00	\$ 40,000.00
D05	1	ALLOW	PARK SIGNAGE, WAYFINDING, INTERP SIGNAGE	\$ 50,000.00	\$ 50,000.00
D06	1	ALLOW	CONSTRUCTED HABITAT FEATURES	\$ 20,000.00	\$ 20,000.00
D07	1	ALLOW	FENCES, BARRIERS, SPACE DELINEATION THROUGHOUT - REUSED MATERIAL - SPLIT RAIL, ROCK, ETC.	\$ 45,000.00	\$ 45,000.00
<b>SUBTOTAL LANDSCAPE ARCHITECTURE</b>				<b>\$</b>	<b>1,190,000.00</b>

ITEM NO.	QTY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
D08	1	ALLOW	SITE FURNISHINGS, THROUGHOUT	\$ 40,000.00	\$ 40,000.00
D09	1	ALLOW	SITE LIGHTING	\$ 75,000.00	\$ 75,000.00
D10	1	ALLOW	BIO-SWALES	\$ 100,000.00	\$ 100,000.00
D11	1	ALLOW	RAIN-WATER HARVESTING SYSTEM	\$ 200,000.00	\$ 200,000.00
D12	1	ALLOW	LANDSCAPE PLANTING AND IRRIGATION	\$ 200,000.00	\$ 200,000.00

<b>E. OTHER</b>					
E01	4	EA	DEMONSTRATION GARDENS	\$ 8,000.00	\$ 32,000.00
E02	4	EA	TELESCOPE PADS, SEATING	\$ 4,000.00	\$ 16,000.00
E03	1	LS	HAMMOCK GROVE	\$ 10,000.00	\$ 10,000.00
E04	1	ALLOW	ARCHERY AREA, ARCHERY TRAIL	\$ 15,000.00	\$ 15,000.00
E05	1	ALLOW	DISK GOLF	\$ 50,000.00	\$ 50,000.00
E06	1	EA	WASH STATION FOR MT. BIKES	\$ 10,000.00	\$ 10,000.00
E07	1	LS	EXERCISE EQUIPMENT	\$ 8,000.00	\$ 8,000.00
<b>SUBTOTAL OTHER</b>				<b>\$</b>	<b>141,000.00</b>
<b>SUBTOTAL</b>				<b>\$</b>	<b>12,824,377.57</b>
<b>25% CONTINGENCY</b>				<b>\$</b>	<b>3,206,094.39</b>
<b>TOTAL</b>				<b>\$</b>	<b>16,030,471.96</b>
* Phase 1 Needs					
<b>ASSUMPTIONS/DISCLAIMERS</b>					
1	The following items are excluded from this Opinion of Probable Construction Cost (OPC): rock excavation, design fees, permitting (local, federal and state), permitting fees and utility impact fees.				
2	Per coordination with ESD 6, a single 24-ft wide lane with a fire emergency turn around is acceptable to serve this site. A second emergency access road is excluded from this opinion of probable cost.				
3	**Water and wastewater creek crossings assume that open cut trench is allowed during construction. To be verified with City.				
4	For the base opinion of probable cost, it is assumed that the Headwaters MUD can provide capacity to serve Rathgeber Park, with the connection point being along Moonlit Stream Pass, due east of the proposed Nature Center. A utility service request has not been submitted.				
5	In the event that the Headwaters MUD cannot provide wastewater service or that a plant expansion is required, an alternative wastewater system for an OSSF may be feasible. This may include separation of grey and black water.				
6	It is assumed that the pavement section of the DSISD private drive can handle the expected park traffic without further improvements.				

## SUMMARY

<b>A</b>	A. PARK INFRASTRUCTURE *	\$	3,735,510.57
<b>B</b>	A.1 OTHER INFRASTRUCTURE (DSISD PARCEL)*	\$	1,398,287.00
<b>C</b>	B. ARCHITECTURE*	\$	5,160,000.00
<b>D</b>	C. TRAILS*	\$	1,199,580.00
<b>E</b>	D. LANDSCAPE ARCHITECTURE	\$	1,190,000.00
<b>F</b>	E. OTHER	\$	141,000.00
<b>SUBTOTAL</b>		<b>\$</b>	<b>12,824,377.57</b>
		Project Startup Costs, Mobilization, Bonding - 5%	\$ 641,218.88
		Contingency - 20%	\$ 2,564,875.51
<b>RATHGEBER NATURAL RESOURCES PARK ESTIMATE</b>		<b>\$</b>	<b>16,030,471.96</b>

\*INDICATES PHASE 1 NEEDS

# A

## APPENDIX A

Client Vision Survey Results

Client Vision Workshop Data

Stakeholder Meeting Data

Public Meeting Presentation 1

Public Meeting Presentation 1 Data

Public Meeting Presentation 2

Public Meeting Presentation 2 Data

# CLIENT VISION SURVEY RESULTS

## Q2 What is unique about the park to you? Why is this project important?

Answered: 14 Skipped: 3

#	RESPONSES	DATE
1	Large, ecologically sensitive property that offers fantastic opportunities to balance public rec with land/water protection. Large swath of likely occupied Golden-cheeked Warbler habitat is an added bonus that will need to be managed appropriately.	7/25/2023 6:00 AM
2	I've worked on Headwaters since I started at RVi so it is really nice to get to work on the park too	7/21/2023 10:48 AM
3	the biological and cultural resources associated with the unique geography at the confluence of two prominent creeks	7/21/2023 8:30 AM
4	The park offers a remarkable diversity of natural resources, and we have a unique opportunity to highlight those resources, avoid impacts during park development, and educate the public.	7/20/2023 11:28 AM
5	1. The size of the park - 300 acres 2. To work with the public and city to provide outdoor recreation opportunities that is low touch to the environment, including endangered species and water quality.	7/18/2023 8:23 AM
6	The fact that majority of the park remains untouched. Preservation of the natural resources and telling the unique story of the land within the park.	7/17/2023 3:44 PM
7	The hill country is rapidly being developed. This project offers and opportunity to take relatively "untouched" Hill Country land and through landscape architecture and design, provide access to the public in a way that is sensitive to the site and offers a chance for people to experience and recreate in this landscape.	7/17/2023 12:16 PM
8	Natural water resource and large land lot with varied terrain in the heart of Dripping Springs. Very important to protect water & watershed from pollutants, ability to raise awareness of watershed to community.	7/14/2023 9:53 AM
9	The uniqueness comes from the constant and extensive live water on the property as well as the dramatic topography and wildlife. This project is important to me because I think it is a beautiful and important piece of property that should be shared with the public but not at the detriment of the land or water which is what draws you there in the first place.	7/10/2023 10:26 AM
10	The public water access in the park is so unique for this community. I think preserving the parks natural beauty is imperative. It is essential to educate the public on human impact to the area and how their actions can help preserve it.	7/7/2023 3:14 PM
11	Natural green space and terrain	7/7/2023 3:13 PM
12	I live in Headwaters which is one of the neighborhoods attached to Rathgeber. This park is a hidden gem and will be a destination park for people to visit. It is important for us to plan for the growth of our town so that we plan spaces accordingly. We should not plan for our current statistics but instead plan for our 5/10-year projections. We need to protect the area so that the natural resources and endangered species are protected.	7/7/2023 2:50 PM
13	This is a unique park because it's 300 acres of undeveloped Hill Country that will be developed into a park that people will have access to and enjoy for hopefully centuries to come.	7/7/2023 2:43 PM
14	Unique because of water resources, proximity to several subdivisions and future school, archeological sites, pristine vegetation, biodiversity, preservation of significant amount of open space/natural resources. Important for water quality, trail connectivity, passive public recreational opportunities, protection of habitat and species, protection of archeological sites, preservation of our hill country environment.	7/7/2023 2:41 PM

## Q3 What goals or opportunities would you like to see fulfilled in the Rathgeber Natural Resources Park?

Answered: 14 Skipped: 3

#	RESPONSES	DATE
1	Smart, controlled public access balanced with natural resource protection.	7/25/2023 6:00 AM
2	I'd like to see some really awesome trail networks to natural areas around the park	7/21/2023 10:49 AM
3	trails, trails, and more trails	7/21/2023 8:30 AM
4	Celebration and protection of the natural resources, including the creeks, wildlife habitat, vegetation, and archeological sites; interactive opportunities for education about these natural and cultural resources; unique opportunity for a different type of recreational resource that highlights the beauty of the Hill Country.	7/20/2023 11:30 AM
5	1. Family friendly outdoor opportunities (including hiking, bird watching, night sky watching) that respect the environment. 2. Protection of the environment 3. Educational outreach to create a better appreciation of environment	7/18/2023 8:27 AM
6	Preserve the Natural Resources, create a learning experience that tells the story and educates respect for the land, create a place that invites users to experience a tranquil experience.	7/17/2023 3:49 PM
7	Aside from the stated goals of the project, I think there is a big opportunity to create something at this park that becomes iconic. Not necessarily in the way of iconic as "big" but something that people seek out to experience because someone else told them about it, or they heard about it somewhere and they say "wow, that seems cool"... This could be through public art installations, or technology, AR, or perhaps a story of the site we uncover and tell, etc. Something that can engage an older generation just as much as being instagramable.	7/17/2023 12:21 PM
8	Water & water shed protection Animal habitat protection Controlled access to important features Human and historical artifacts protection Controlled access to hiking/walking trails Education on local animals, plants, water, watershed importance Protect property for future generation enjoyment Ensure compliant with Dark Sky Community requirements ADA accessibility components & educational features (braille, etc.)	7/14/2023 9:59 AM
9	I think it's important to keep it as primitive and natural as possible so that it maintains its natural and historic beauty.	7/10/2023 10:27 AM
10	Safe water access. Nature education. Multi-use recreation areas. Controlled access and park security Awe inspiring points of interest or installations	7/7/2023 3:20 PM
11	Keeping maintenance in mind during the design and planning phases of the project.	7/7/2023 3:14 PM
12	protection/preservation of archeological sites, habitats, species, biodiversity, water quality trail connectivity, passive public recreational opportunities, educational programs, public access to water resources, camping, wildlife viewing, night sky viewing, demonstration native garden areas, public art	7/7/2023 2:52 PM
13	Nature education programming space with staff offices (and storage). Define spaces where people can be. Great signage. Have a way to open/close the park.	7/7/2023 2:51 PM
14	1. Public access to nature. 2. Nature Education opportunities. 3. Preservation of Natural Resources.	7/7/2023 2:46 PM

# CLIENT VISION SURVEY RESULTS

## Q4 Are there any challenges you think we'll face together?

Answered: 14 Skipped: 3

#	RESPONSES	DATE
1	Limiting access points, ensuring habitat and water protection.	7/25/2023 6:01 AM
2	just general design challenges	7/21/2023 10:49 AM
3	controlling access; informal trail creation	7/21/2023 8:31 AM
4	Preserving wildlife habitat, including for the Golden Cheeked Warbler, as well as offering amenities to view and interact with the natural environment without depleting it; parking solutions; providing the type of recreational facilities the public is hoping for without depleting the resources within the park.	7/20/2023 11:32 AM
5	1. Proving to environmentalists that the project will be sensitive to the environment. 2. Parking and access. 3. Being good neighbors	7/18/2023 8:31 AM
6	Building consensus with everyone's ideas and thoughts on the Park. We will get there, but this is always a challenge.	7/17/2023 3:52 PM
7	Parking/Access. Cost - especially for the Educational Center/Visitor Center and what it had potential to be.	7/17/2023 12:31 PM
8	Controlling access to key features with so many access points to site through neighborhoods. Security Balance between nature and city growth. Parking Decide if bike/horse trail riding will be allowed. If so, where? Learn from Blue Hole and other natural resouce parks.	7/14/2023 10:03 AM
9	The topography makes traversing the property from one end to the other difficult. However, I think the unregulated access from the continued growth around the property is the greatest threat.	7/10/2023 10:28 AM
10	Park access and security Public interests or vision for the park that may not be realistic or possible to fulfill all wishes.	7/7/2023 3:21 PM
11	Utilities in the area and unauthorized guests after hours or in areas not intended for foot traffic or exploration	7/7/2023 3:15 PM
12	Budget will likely be the challenge. Structures are expensive but necessary. Appropriate staffing.	7/7/2023 2:59 PM
13	deciding what activities/improvements to allow since there are so many options and diverse opinions how to regulate parking and entry to the park	7/7/2023 2:52 PM
14	Overcrowding/use of the park. Making the park accessible to everyone. Meeting everyone's expectations.	7/7/2023 2:49 PM

## Q5 What kind of park should we create? In a few short sentences, paint a picture of what the finished Rathgeber Natural Resources Park could be like.

Answered: 13 Skipped: 4

#	RESPONSES	DATE
1	A "preserve-park", similar to Hamilton Pool Preserve. Mostly primitive, smartly placed amenities with the goal of protecting, enhancing natural resources and avoiding over use.	7/25/2023 6:05 AM
2	a natural site with great places to hangout, picnic, hammock, run, walk and hike. With some cool art/features that showcase the environment	7/21/2023 10:51 AM
3	Barton Creek greenbelt with just a touch more amenities	7/21/2023 8:32 AM
4	Trails with interpretive signage, birding opportunities and treehouse-type lookouts, viewing areas of archeological sites, small amenities such as picnic tables to support visits by school children, etc.	7/20/2023 11:33 AM
5	1. An outdoor place that is family friendly while protecting the environment. 2. Creating opportunities to increase environmental appreciation and protection.	7/18/2023 8:32 AM
6	A park that tells the story of the history, educates the public on the natural resources and importance of preservation, while creating enjoyable spaces to experience nature.	7/17/2023 3:55 PM
7	We should create a park that is both modern and nostalgic. Something that nods to the ranching heritage of dripping springs, references and highlights the environmental qualities of the area, but also embraces and elevated design, aesthetics, and quality that the public expects from a top-of-class nature park. Places such as Government Canyon State Natural Area and Phil Hardberger Park are good examples.	7/17/2023 12:43 PM
8	Title implies natural resource park, so protection of natural resources. Ability to experience/see natural resources and understand that there will be limitations to access the actual resources; controlled access components. Educational components.	7/14/2023 10:03 AM
9	I think the finished picture of the park looks much like it already does but with additional low impact walking trails and continued work to manage the plants and wildlife. I think it's important to highlight the natural beauty that is already there and not have a manufactured feel by adding extensive infrastructure.	7/10/2023 10:33 AM
10	A hidden gem! A park where locals and visitors can come and appreciate the beauty of the park at any time of the year. I envision something that people step into and instantly say, "wow, this is cool."	7/7/2023 3:27 PM
11	Austin Nature and Science Center would be an amazing benchmark for a nature education center.	7/7/2023 3:00 PM
12	The park will provide the region with a variety of recreational opportunities, connecting citizens with nature and the Dripping Spring hill country experience, it will instill a strong sense of pride in the community, it will be a good example of land management and stewardship, it will provide educational opportunities	7/7/2023 2:54 PM
13	I would like to see it developed into a park that people can appreciate and learn about nature without destroying its resources. I envision a Nature Education Center, trails and educational opportunities.	7/7/2023 2:52 PM

# CLIENT VISION SURVEY RESULTS

## Q6 What are 3-5 features, programs, environments, or activities that could make the Rathgeber Natural Resources Park truly unique?

Answered: 13 Skipped: 4

ANSWER CHOICES	RESPONSES	
Feature 1:	100.00%	13
Feature 2:	100.00%	13
Feature 3:	100.00%	13
Feature 4:	92.31%	12
Feature 5:	61.54%	8

#	FEATURE 1:	DATE
1	First sizable managed/protected block of Golden-cheeked Warbler habitat the city protects.	7/25/2023 6:10 AM
2	trails	7/21/2023 10:52 AM
3	the water	7/21/2023 8:34 AM
4	Barton Creek & Little Barton Creek	7/20/2023 11:34 AM
5	Hiking	7/18/2023 8:34 AM
6	Educational	7/17/2023 3:59 PM
7	Access to unique site features in perhaps innovative ways - boardwalks, overlooks, etc.	7/17/2023 2:47 PM
8	Interactive nature center with youth programming	7/14/2023 10:13 AM
9	The Water	7/10/2023 10:34 AM
10	Water features - falls, fountain, pond	7/7/2023 3:34 PM
11	Nature Education Space	7/7/2023 3:07 PM
12	access to Little Barton Creek and Barton Creek for recreation	7/7/2023 3:02 PM
13	Structure that gets people up in the tree canopy.	7/7/2023 2:57 PM

#	FEATURE 2:	DATE
1	Confluence of creeks important for water quality protection.	7/25/2023 6:10 AM
2	hammock spots	7/21/2023 10:52 AM
3	riparian zone	7/21/2023 8:34 AM
4	Wildlife habitat	7/20/2023 11:34 AM
5	Bird watching	7/18/2023 8:34 AM
6	Walking and Hiking Trail with Smart Scan Interpretive Signage	7/17/2023 3:59 PM
7	A technology component - "meeting kids halfway" through things like AR and other experiential interpretive ideas	7/17/2023 2:47 PM
8	Designated hiking trails	7/14/2023 10:13 AM
9	The Historic Artifact Sites	7/10/2023 10:34 AM
10	Fishing and aquatic education	7/7/2023 3:34 PM

11	Planetarium and/or Observatory (Dark Skies)	7/7/2023 3:07 PM
12	night sky programs	7/7/2023 3:02 PM
13	Access to water for enjoyment and education opportunities.	7/7/2023 2:57 PM

#	FEATURE 3:	DATE
1	Mixed native habitats offer a fantastic learning opportunity.	7/25/2023 6:10 AM
2	art pieces/educational features	7/21/2023 10:52 AM
3	upland oak savannas	7/21/2023 8:34 AM
4	Beginnings of the Hill Country Terrain	7/20/2023 11:34 AM
5	Night sky watching	7/18/2023 8:34 AM
6	Gathering places for users (I.E. seating and picnic areas)	7/17/2023 3:59 PM
7	Access to prime wildlife viewing.. bird blinds etc.	7/17/2023 2:47 PM
8	Educational markers throughout trails	7/14/2023 10:14 AM
9	The Native Wildlife	7/10/2023 10:34 AM
10	Splash Pad - small, natural setting	7/7/2023 3:34 PM
11	Bird Blind (Bird City)	7/7/2023 3:07 PM
12	interpretive signs (may be signs connected to information on app or website) regarding habitats, species, vegetation, water quality, archeological sites, etc. within in the park	7/7/2023 3:02 PM
13	A cool piece of art.	7/7/2023 2:57 PM

#	FEATURE 4:	DATE
1	Smart use for a variety of low impact use...limited/controlled camping, biking, etc.	7/25/2023 6:10 AM
2	meadows and "hidden" passive places	7/21/2023 10:52 AM
3	extended hikes	7/21/2023 8:34 AM
4	Archeological Resources	7/20/2023 11:34 AM
5	Activities such as hayrides	7/17/2023 3:59 PM
6	the design of Educational Center, outdoor learning, etc	7/17/2023 2:47 PM
7	See the water spaces, but not access (understand flooding of areas)	7/14/2023 10:14 AM
8	The large Heritage Oaks	7/10/2023 10:34 AM
9	Frisbee golf	7/7/2023 3:34 PM
10	Nature Programs for Adult and Youth	7/7/2023 3:07 PM
11	bird and wildlife viewing stations	7/7/2023 3:02 PM
12	Great interpretive signage throughout the park.	7/7/2023 2:57 PM

#	FEATURE 5:	DATE
1	fishing	7/21/2023 8:34 AM
2	Opportunities for hiking that aren't currently offered in DS	7/20/2023 11:34 AM
3	Camping	7/17/2023 3:59 PM
4	Flex space for mindfulness/wellness activities or workshops	7/17/2023 2:47 PM
5	incorporate innovative protective practices	7/14/2023 10:14 AM
6	Low ropes course	7/7/2023 3:34 PM
7	art installations	7/7/2023 3:02 PM
8	Offering nature education programs to the public.	7/7/2023 2:57 PM

# CLIENT VISION SURVEY RESULTS

## Q7 Who are the users or user groups you envision using Rathgeber Natural Resources Park?

Answered: 13 Skipped: 4

#	RESPONSES	DATE
1	Primarily nature/outdoor enthusiasts, bird watchers, hikers, campers(?). Mountain bikers (controlled). School groups, scouts.	7/25/2023 6:12 AM
2	residential areas, dripping springs citizens and people in the area who are looking for natural spots	7/21/2023 10:52 AM
3	will be used daily by those in bordering subdivision for hiking/walking; weekly by dripping springs residents for escape to nature; intermittently by Hays County residents for same; and infrequently by Austin metro and beyond for same, but change of pace/to explore	7/21/2023 8:36 AM
4	Families, school groups, birders, hikers, etc.	7/20/2023 11:34 AM
5	1.Local residents from the Dripping Springs area 2. Boy Scouts 3. Bird watching enthusiasts 4. Night sky enthusiasts	7/18/2023 8:36 AM
6	ALL ages; Residents, Tourists, School , Boy Scouts, Campers, Hikers,	7/17/2023 4:02 PM
7	School groups Passive rec users - hikers, birding Retirees Mt bikers (if allowed) Local community members from Dripping Springs area People wanting a picnic or hike opportunity in nice weather. Headwaters community	7/17/2023 2:58 PM
8	local Dripping Springs residents CDS visitors outdoor enthusiasts cyclists, hikers, families DSISD school programs bird watchers researchers/scientists	7/14/2023 10:14 AM
9	People who want experience what the hill country was really like along our creeks before large developments altered the landscape. I think this is not the park for user groups that need significant infrastructure or those that leave a lasting impact.	7/10/2023 10:36 AM
10	Families, seniors, school aged children, home school groups, camps.	7/7/2023 3:36 PM
11	Nature/Trail enthusiasts, Mountain Bikers, School Field Trips, Families	7/7/2023 3:15 PM
12	scouting groups, runners, walkers, wildlife watchers, educational groups, swimmers, kayakers, Hays County Master Naturalists, Hays County Master Gardeners, youth groups, families on outings, bikers (if allowed, which will be a difficult decision), art enthusiasts	7/7/2023 3:07 PM
13	I would like to see it available to the general public on a daily basis. No special user groups or overnight camping unless it's a City program or event. I would like to partner with the school district to offer educational field trips throughout the school year.	7/7/2023 3:02 PM

## Q8 Are there any parks or other places you can think of that should serve as guidance or inspiration for Rathgeber Natural Resources Park?

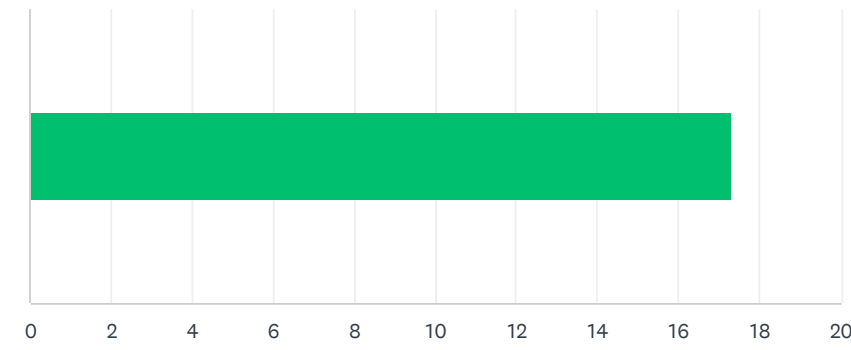
Answered: 12 Skipped: 5

#	RESPONSES	DATE
1	Westcave Preserve, HP Preserve, Pedernales State Park, Jacob's Well, New Balcones Canyonlands Preserve nature center ( being master planned.	7/25/2023 6:14 AM
2	Lady Bird Johnson Wildflower center - not really the constructed design of it but the idea of an area that showcases the natural features and is educational	7/21/2023 10:56 AM
3	Williamson County's River Ranch County Park, Reimers Ranch, City of Austin's Barton Creek Wilderness Park	7/21/2023 8:44 AM
4	I hope the park will become a combination of the best things parks around the Hill Country have to offer. Places like the Science Mill in Johnson City and Austin Nature & Science Center offer incredible educational opportunities, Turkey Creek at Emma Long provides great hiking, and various parks and preserves provide great birding opportunities.	7/20/2023 11:36 AM
5	I can't think of any	7/18/2023 8:36 AM
6	Phil Hardberger Park	7/17/2023 4:03 PM
7	-Shangri la botanical gardens and nature center -Lady Bird Johnson Wildflower Center -I think the City mentioned 3 for inspiration in the RFQ -Government Canyon SNA	7/17/2023 3:11 PM
8	Blue Hole San Marcos Nature Center (other nature centers) Aquarena Springs area & Nature Center (TXST/ San Marcos) Intrepretive/interactive signage 45 connector	7/14/2023 10:14 AM
9	I think the Barton Creek Greenbelt is a good guide before it was "loved to death"	7/10/2023 10:37 AM
10	Blue Hole	7/7/2023 3:37 PM
11	Austin Nature and Science Center	7/7/2023 3:15 PM
12	Oliver Nature Park - Mansfield, Texas.	7/7/2023 3:03 PM

# CLIENT VISION SURVEY RESULTS

## Q9 Organic or Formal?

Answered: 13 Skipped: 4

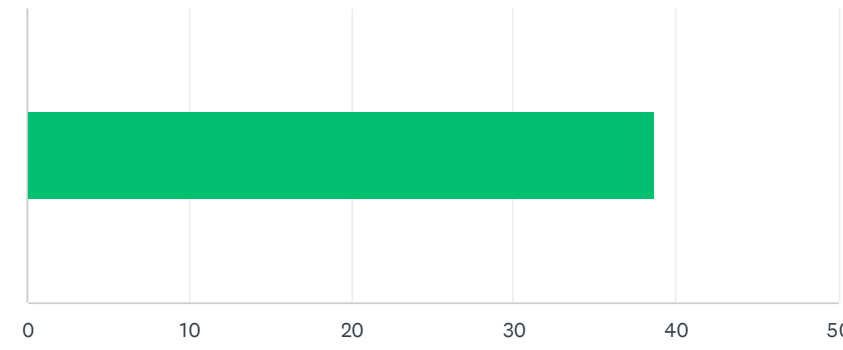


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	17	225	13
Total Respondents: 13			

#	DATE
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2	7/21/2023 10:56 AM
3	7/21/2023 8:46 AM
4	7/20/2023 11:36 AM
5	7/18/2023 8:38 AM
6	7/17/2023 4:04 PM
7	7/17/2023 3:11 PM
8	7/14/2023 10:14 AM
9	7/10/2023 10:37 AM
10	7/7/2023 3:38 PM
11	7/7/2023 3:16 PM
12	7/7/2023 3:08 PM
13	7/7/2023 3:04 PM

## Q10 Classic or Futuristic?

Answered: 12 Skipped: 5

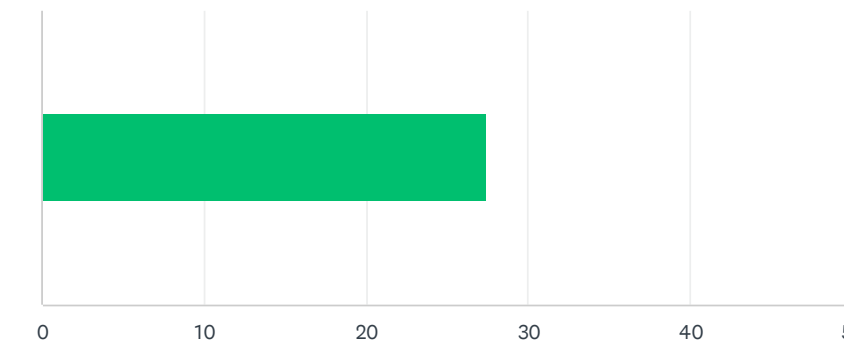


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	39	465	12
Total Respondents: 12			

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3	7/21/2023 8:46 AM
4	7/20/2023 11:36 AM
5	7/17/2023 4:04 PM
6	7/17/2023 3:11 PM
7	7/14/2023 10:14 AM
8	7/10/2023 10:37 AM
9	7/7/2023 3:38 PM
10	7/7/2023 3:16 PM
11	7/7/2023 3:08 PM
12	7/7/2023 3:04 PM

## Q11 Relaxed or Energetic?

Answered: 11 Skipped: 6

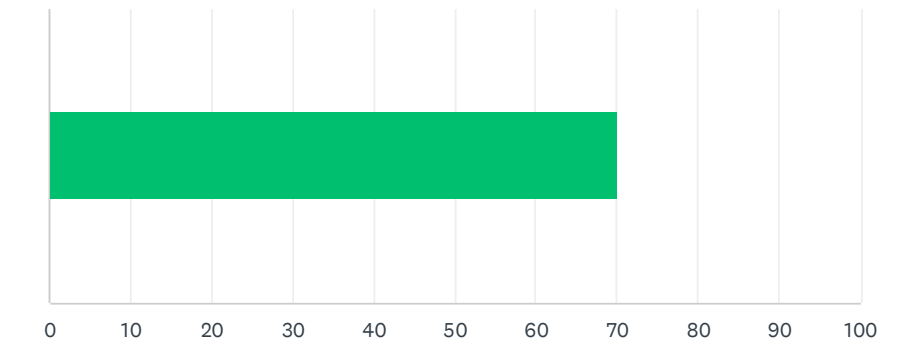


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	27	301	11
Total Respondents: 11			

#	DATE
1	7/25/2023 6:15 AM
2	7/21/2023 10:56 AM
3	7/21/2023 8:46 AM
4	7/20/2023 11:36 AM
5	7/17/2023 4:04 PM
6	7/14/2023 10:14 AM
7	7/10/2023 10:37 AM
8	7/7/2023 3:38 PM
9	7/7/2023 3:16 PM
10	7/7/2023 3:08 PM
11	7/7/2023 3:04 PM

## Q12 Static or Interactive?

Answered: 10 Skipped: 7



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	70	701	10
Total Respondents: 10			

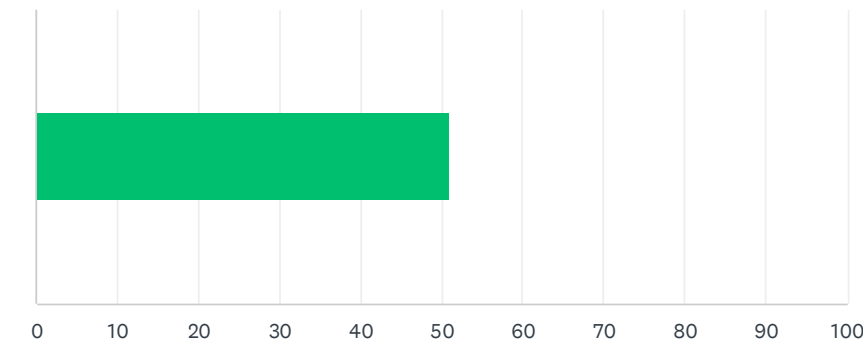
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2	7/21/2023 10:56 AM
3	7/20/2023 11:36 AM
4	7/18/2023 8:38 AM
5	7/17/2023 4:04 PM
6	7/17/2023 3:11 PM
7	7/10/2023 10:37 AM
8	7/7/2023 3:38 PM
9	7/7/2023 3:16 PM
10	7/7/2023 3:08 PM



# CLIENT VISION SURVEY RESULTS

## Q13 Analog or Digital?

Answered: 8 Skipped: 9

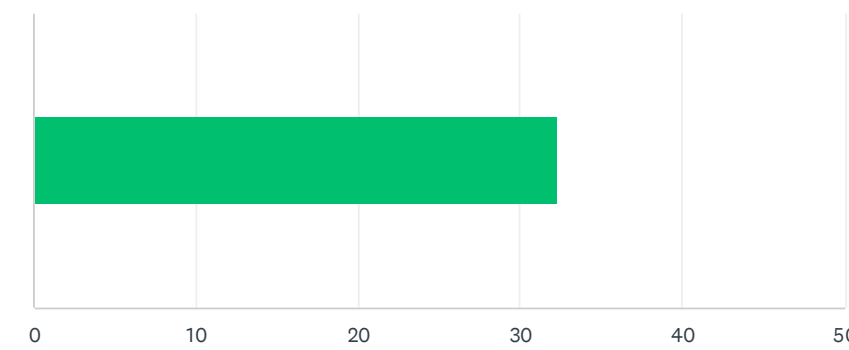


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	51	407	8
Total Respondents: 8			

#	DATE
1	7/25/2023 6:15 AM
2	7/21/2023 10:56 AM
3	7/20/2023 11:36 AM
4	7/17/2023 4:04 PM
5	7/10/2023 10:37 AM
6	7/7/2023 3:38 PM
7	7/7/2023 3:16 PM
8	7/7/2023 3:08 PM

## Q14 Passive or Active?

Answered: 11 Skipped: 6

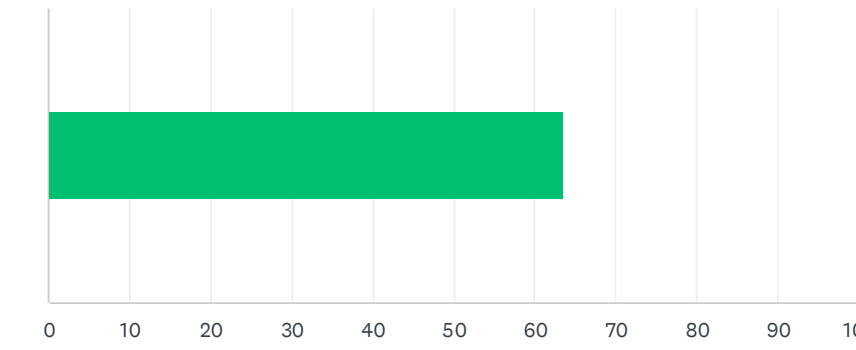


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	32	355	11
Total Respondents: 11			

#	DATE
1	7/21/2023 10:56 AM
2	7/21/2023 8:46 AM
3	7/20/2023 11:36 AM
4	7/18/2023 8:38 AM
5	7/17/2023 4:04 PM
6	7/17/2023 3:11 PM
7	7/14/2023 10:14 AM
8	7/10/2023 10:37 AM
9	7/7/2023 3:38 PM
10	7/7/2023 3:16 PM
11	7/7/2023 3:08 PM

## Q15 Modest or Imaginative?

Answered: 12 Skipped: 5

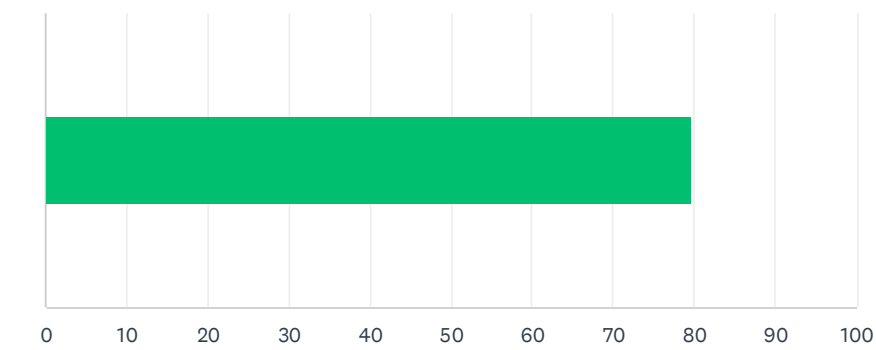


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	64	762	12
Total Respondents: 12			

#	DATE
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2	7/21/2023 10:56 AM
3	7/21/2023 8:46 AM
4	7/20/2023 11:36 AM
5	7/18/2023 8:38 AM
6	7/17/2023 4:04 PM
7	7/17/2023 3:11 PM
8	7/10/2023 10:37 AM
9	7/7/2023 3:38 PM
10	7/7/2023 3:16 PM
11	7/7/2023 3:08 PM
12	7/7/2023 3:04 PM

## Q16 Tame or Wild?

Answered: 13 Skipped: 4



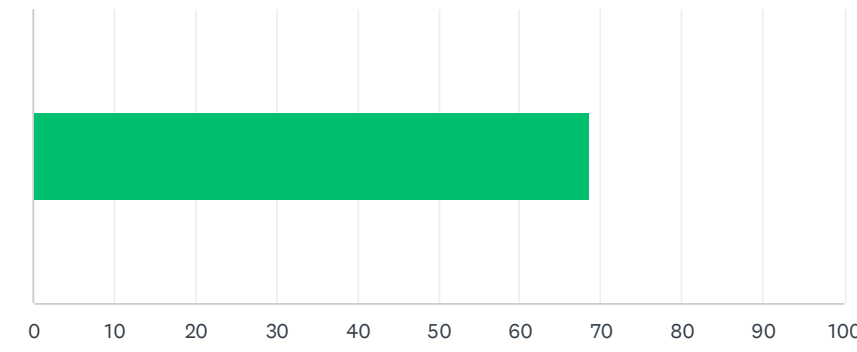
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	80	1,036	13
Total Respondents: 13			

#	DATE
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2	7/21/2023 10:56 AM
3	7/21/2023 8:46 AM
4	7/20/2023 11:36 AM
5	7/18/2023 8:38 AM
6	7/17/2023 4:04 PM
7	7/17/2023 3:11 PM
8	7/14/2023 10:14 AM
9	7/10/2023 10:37 AM
10	7/7/2023 3:38 PM
11	7/7/2023 3:16 PM
12	7/7/2023 3:08 PM
13	7/7/2023 3:04 PM

# CLIENT VISION SURVEY RESULTS

## Q17 Tried & True or Groundbreaking Frontier?

Answered: 12 Skipped: 5

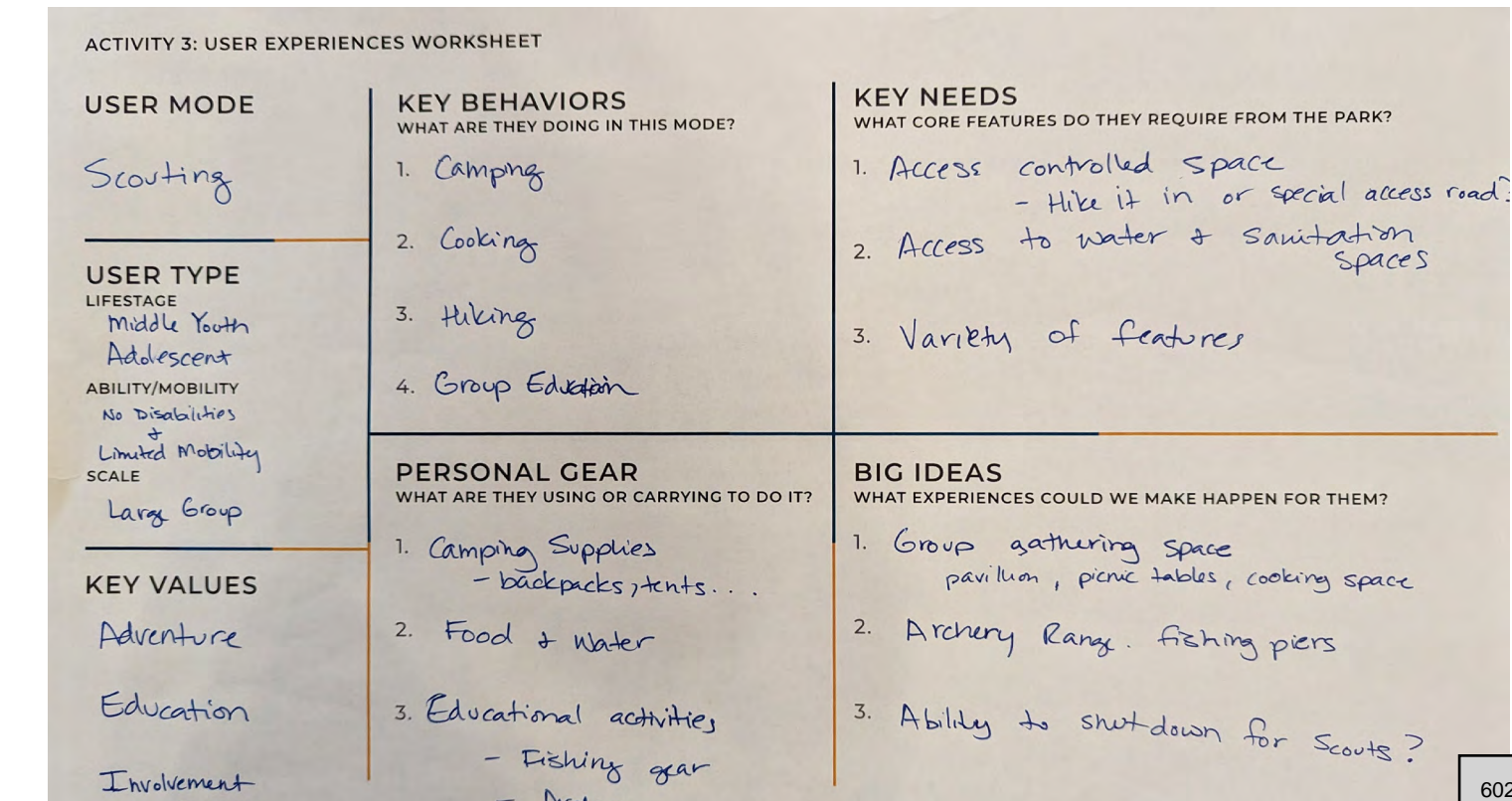
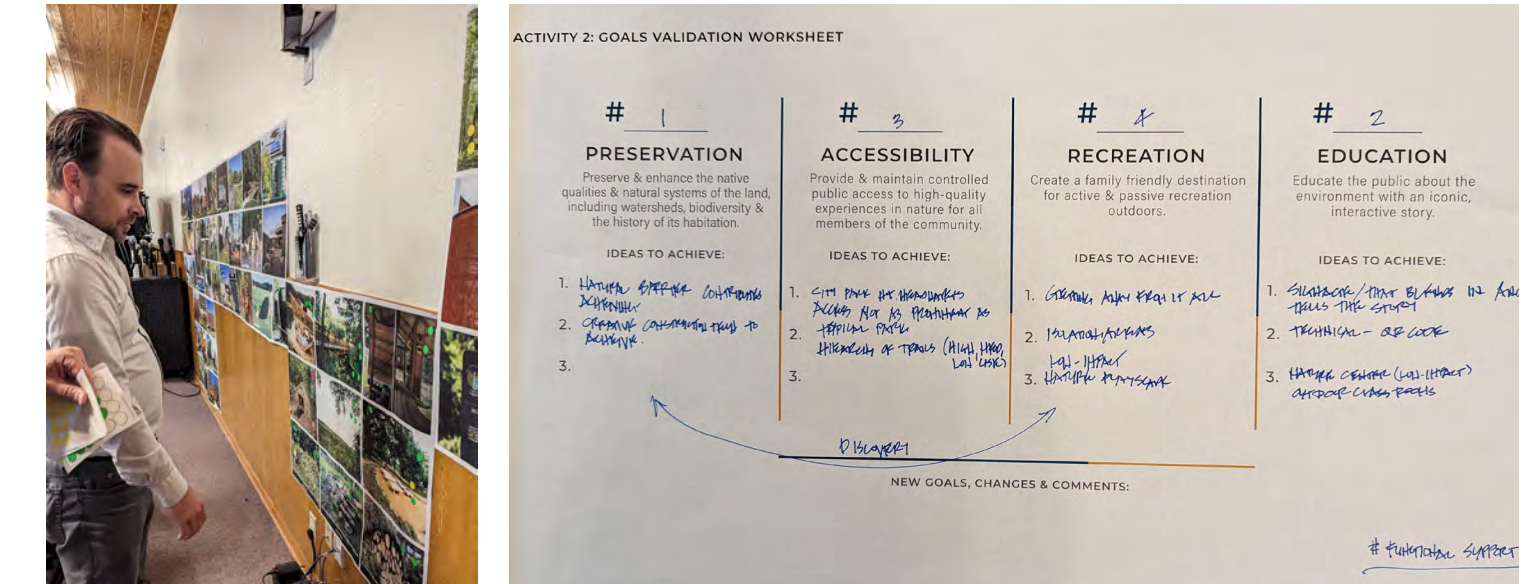


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
		69	823
Total Respondents: 12			12

#	DATE
1	7/21/2023 10:56 AM
2	7/21/2023 8:46 AM
3	7/20/2023 11:36 AM
4	7/18/2023 8:38 AM
5	7/17/2023 4:04 PM
6	7/17/2023 3:11 PM
7	7/14/2023 10:14 AM
8	7/10/2023 10:37 AM
9	7/7/2023 3:38 PM
10	7/7/2023 3:16 PM
11	7/7/2023 3:08 PM
12	7/7/2023 3:04 PM

# CLIENT VISION WORKSHOP DATA

What do you want to do in the park?	Limited infrastructure, preserve nature, create a natural heart of dripping springs, raptor perches, educational focus, water focus, trail system, celebrate nature, showcase history of park and dripping springs, blend history and education, wildlife viewing, keep natural beauty of park, keep the park wild, make art, don't destroy the park, lookouts, accomplish goals with least amount of impact, preservation, appreciation, and education, get into the tree canopy, trail connection to nearby neighborhoods, long term running (marathons and half marathons) scaled access, gentle impact, education facilities
Value Priorities	Preservation (1), Accessibility (2 and 3), Education (2 and 3), Recreation (4)
Ideas - Preservation	Nature barrier, creative construction techniques, wildlife habitats, materials, maintenance, need for other park systems, targeted amenities, land management, habitat creation and management, collection of history to build an archive (seed library), access to water, type of trail use
Ideas - Accessibility	City parks located in other places (Rathgeber not a typical park), hierarchy of trails, movement of people, control, trails, balance with preservation, creative topo, well defined access, all levels of access, wayfinding, icon, seasonal access, controlled entry and parking, trail difficulty and surfaces, water access, duel language on sign
Ideas - Recreation	Get away from it, isolated areas, low impact nature playscape, discovery, passive, active, interactive, not infrastructure intense (no ball fields), night sky viewing, clear trail system, playground
Ideas - Education	Signage that blends in and tells a story, technical - qi code, nature center (low impact), natural system, biodiversity at home (pocket prairies), Recreation (Education and Recreation), Family activities (scavenger hunts), school groups, community groups (master naturalist, night sky, birders), Educational Center (meeting spaces for volunteer groups), telescope, revealing natural processes, work with ISD, park and rec programs, spaces for education opportunities, technology for education
Function Support	Access roads, maintenance buildings, recycling and waste management, garden spaces
	Maintenance - hidden green roof, off grid, rainwater/grey water use, tour maintenance facility for education, electric vehicles, community lead maintenance
	Classroom Learning - immersive sensory experience at diverse ecosystems (braille trail) safe shelter/home base, nature play
User Experiences (big Ideas)	Night Sky - signage of constellations, star party events, gentle flat area, elevated platform for telescopes  Scouting - group gathering spaces, archery range, fishing piers, ability to shut down park for scouts  Relaxing - pavilion (yoga, meditation, wind chimes, sensory), hammock grove, meditative trail
Activity/Experience Inspiration	Place of discovery, small subtle unique features with low impact, nature focused, multi use, nothing too loud or bold, blends into nature and celebrates it, clarity of ideas, elements are mutually exclusive, mountain biking is disruptive, design for specific uses, interesting and stimulating, digital technology, role of history, large gatherings? large parking? what are those large gatherings (movie night, lecture)? Exercise groups? City programs, park hours? fee based? open at night? rentable facilities? school connection and coordination, Headwaters Access?
Image Rating	Based on a visual image survey clients choose images that represent a more naturalistic approach to design. Images such as native prairies, bird houses, soft materials and natural inspired where chosen. Images that featured bold and bright colors with heavy materials were declined.



## ENVIRONMENTAL

Question 1: Pressing Needs or Priorities?

concerned about bike tearing up the environment, keep bikes in their place, keep them from making new trails, Reimers Ranch- designated trails that they maintain, biking is limited, Golden Cheek Warbler in the area, restrictions during breeding season? Preserve as much integrity near the river, preserve the understory and the general make up of the river and the adjacent zones, Riparian area as native as possible and limit mowing in the area, regular educational programs, maximize protecting buffer zones for the park, concern about future development, wildland urban interface - management buffer, Riparian restoration, weekly walks to teach people how to id plants and the benefits of the riparian edge, discourage swimming in the creek

Question 2: Other parks and places that do a good job?

Reimer Ranch, Blue Hole (Allow access to water but still having natural areas) Coasta Rica Osa Peninsula Serena's Station (Conditional only go with a guide, can't go rouge and damage the park, stay over night, hike and camp the area, educational opportunity, working/volunteering opportunity) West Cave (Riparian restoration and education) Some areas with limited or guided access and areas that are open to public

Question 3: Fond memory of Texas or Dripping Springs Park?

Hamilton Pool (take the kids and swim and kayak and able to access another park from this area, water activities very pristine and calming, fun with the family)

Question 4: What are the opportunities for this park?

Education is very important for this park and the experience people can get in the natural setting, Fostering the deeper the connection to nature and commitment to nature, hands on effort, conservatory public engagement, MO, hands in the dirt and on the plants, teaching kids how to protect nature, keeping the park free of trash, educational workshops, Guided visits that educate the visitor, Students from Texas state or UT getting access to private lands - some sort of grant or partnership between Rathgeber and a school, Night walks - nightwalking with redlights, interpretative center that is staffed, indoor outdoor learning environments, Minimize parking, bike parking, West cave has a great educational area, Biospher walkthrough museum, water feature - interactive showing the cycle of water during dry and wet times (how do you bring the outside to the inside of the environmental/educational center, Headwaters of the Edwards aquifer

Question 5: What are people doing there?

Studying, DG is too loud for bird watching, Reimers ranch good examples for how to be good environmentalist, echo reducing bathrooms, lightest colored paths (how ancient people got around in the dark, the stars and moon reflect the light color), No radios or outside sound or boomboxes, bird blind - easy access but not on a main trail - get experts to pick the site, interchangeable signs or display (seasona shows what is going on in the environment)

## HEADWATERS DEVELOPER

Question 1: How do you feel about the values?

Resource education - how does the school fit into this value - how does the school benefit? - is this part of a larger plan for dripping springs? From a residents perspective - low impact recreation and education (Headwaters to create programs that connect to the park - events for both residents and the greater community) Direct line to HW would be through the HOA. Residents of HW get on social media a lot - a good resource to share information about the park. Having residents from HW - what does the social side of Rathgeber look like

Question 2: How could this park positively impact the community?

Rathgeber has always been promoted as open space - giving residents tangible number to see like the miles of trails in the park. What kind of of facilities that could be potentially be built would residents use - don't have a lot of outdoor exercise or disk golf (something that takes up a larger area that can't be done with in Headwaters) Conservation Development - respect to the low density development and connection to HW. The community wants more high impact activities.

Question 3: What impacts would you like to mitigate or avoid?

Difficult Access - doesn't want all access to come through headwaters (doesn't know how it will impact headwaters) - cars lining up in headwaters - be mindful of the residents - any facilities that would cause a distraction - push back from prohibiting golf carts or electric bikes. Golf Carts are everywhere in headwaters. Dirt Bikes at Headwaters.

Question 4: Any concerns about the development process?

Keep freehold in the loop as the development process goes. Wants to get out ahead it. Trouble with the school communication - Communication is key - feed Freehold messages and they can communicate with everyone else.

Question 5: How will residence access the park?

By walk, car, and golf cart. Trails already connect to the park. Moms with Kids in their golf cart. What to encourage people to come to the park, add golf parking. Dedicated easement to Rathgeber - parking built there intended for the trails in the park. Easements with the drip fields

Question 6: What would you like to learn here?

Parents with toddlers are your primary demographic - what are your other demographics? Community survey wanted more teen activities - How do we engage through all generations - teen demographic gets missed a lot. Groups at Headwaters - Headwaters Stargazers (resident with a big telescope) - any current nature groups or education classes in the community - There used to be nature classes and they would bring in outside teachers

## MOUNTAIN BIKERS

Question 1: Favorite places to ride?

Pedernales, Maxwell (south Austin) LCRA managed has equestrian use, Purgatory - a lot of technical stuff but not anything too big, Reimers black courses are pretty dangerous for kids or beginners, Reimers offers comprehensive signage with clearly marked trails, Warda (near Smithville area) Trails are incredible, Comfort Texas - stormhill (personal ranch someone opened) Schreiner in Kerrville (great trails, but hard to navigate not enough trail marking) Flow trail in Sugarland (Flow City?), Bentonville

Question 2: Strengths and Challenges

As a biking team, maintenance of trails - what area the clearings around curbs, anything that pops out into the trail like trail branches, not too wide but not too narrow, keep in mind things that can be a hazard like dinosaur egg rocks (big rocks that are loose and can be a hazard) ok to have rock gardens and some drop offs - want verity of textures on trails the more rock gardens the more technical and difficult a trail. Rocks with deep ridges or spikes or excess texture can be dangerous for bikes or wheels. How to maintain trail to be technical but not dangerous. Lack of flow or small jump lines (pump lines, jumps, drop offs) have a verity of jumps, flat spots, and rock gardens). Small Pump trail near the front of the park. Utility stations or fixit stations or other amenities - a small station is good in an emergency, better to have a station than not to have a station, parking - nothing extra needed beyond reasonable parking, bathroom at the beginning of the trail, hose to clean off bike, Maintenance tools - do you bring your own tools? ranch park has a shed they can keep tools in. most of the time someone has a bike box in their car or can carry the tools on them. trying to teach kids how to maintain their bike while on the trail. Group meet up before a ride - need a gathering spot for the meet up - middle school and high school age with some parents. have about 30 riders when they go out. Abilene trail on a police base - really tight, riders usually ride in pairs. Gathering is essential at the beginning, usually done in a field at ranch park, nice to have a starting practice field - if connecting to ranch park they can continue to meet there and then move on to Rathgeber trail. Create multipurpose areas (example amphitheater)

Question 3: Why do you avoid a place to ride?

Off leash dogs or equestrians - Riding through poop horse or dog - provide dog waste bags. Too crowded - hard to park, too many people

Question 4: What experiences or features do you want to see at Rathgeber?

Not see horses - fine on their own trails keep off of mountain bike trails, trail experience - single track mountain bike trail - no DG or gravel or mulch it throws up and gets in eyes, it is in the way. Flow trail, cross country trail, put in more miles. Minimum of a 5 mile trail wants up to 10 to 15 mile (how to we get creative with milage - tightly wind in the trails to get more miles in the track) hydration stations or resting stations. Access to creek, or riding through water features - shallow spaces to ride through. Often have kids that will forgot to bring or refill their water bottle - can be dangerous without water. Shaded trails during the summer months - don't do too many open fields because it can get too hot.

Question 5: Additional Comments?

Hikers have earbuds can't hear as well and its hard to warn people you are coming, How to keep people being mindful on the trail, Riders and hikers/horses have to go in the opposite direction to avoid collusions, Close trails when it rains and keep public updated, When the trail is wet it can be damaged easily - creates deviates in the ground. Potential for loose livestock or possible deer tracks? Dripping springs is lacking the cross country trails with a range of difficulties, Would it be helpful to have signage showing the rules or courtesy of the trails - too many signs can cause people to ignore them - keep it simple, Don't picnic on trails, Austin Ridge Riders do trail building

## SCOUTS

Question 1: What would you do on a day trip?

Hiking along the stream banks and explore the flora and fauna of the park. A lot of topo change, confluence of the creeks, fishing opportunities, big open flat areas that they can do training on - first aid training courses, pioneering (make homemade structures/homesteading) Building things, bowl area with lectures and campfires. Mixture of different areas on a small piece of land. anything that helps the scout learn their skills.

Question 2: What does an overnight trip look like?

Enhance on leadership skills, self resilience to pull camp together. Central gathering place for group activities possible around a campfire. Split them into "patrols" the camp together and cook together. Backpacking opportunity, different camping experiences (dry camp, etc.) Night Sky - astronomy, kids from inner city Austin don't have the opportunity to see the stars as much. Listening to the sounds at night. (how big are the group - (30 plus kids and leaders, could be a range of kids 10 to 30 depending on the activities could be up to 80 kids)

Question 3: What types of activities do you think this park would be good for?

Orienteering (navigation) Pioneering, environmental studies and impact. Multiple merit badges (water conservation, bird study, camping, fire safety, first aid, fly fishing? Native American lore, insect study, plant science, photography, surveying, sustainability, archaeology, astronomy, environmental, fish and wildlife management, fishing, forestry, gardening, geocaching, geology, landscape architecture, mammal study, nature, orienteering, personal fitness, pioneering, plant science, reptile and amphibian study, safety, search and rescue, signs signals and codes, soil and water conservation, space exploration, weather, wilderness survival) Archery requires safety consideration, finding places for eagle projects, places the youth can give back to the community, amphitheater for ceremonies, indoor activities, pavilion for gathering

Question 4: What facilities do you need?

Parking and traffic management, restrooms, and potable water. Emergency routes and access (don't want people to get stuck) (cub scout min is r running water and restrooms) Showers are not requires. scouts have standards they need to follow at permanent camps. Baseline for an overnight camp. How does the environment help to teach? - a lot of the training takes place in the outdoor - when the boy scouts were created a core value was to use the outdoors as a classroom - this location works as a smaller group level - looks at one thing on the trip- what can they focus on that they can see and touch in real life. They need more tangible things to see. don't really need infographic signage use it if its there but not something they look for - they are usually prepared before hand. if its there its nice but not needed.

Question 5: How do you think the park can help further the scouting mission?

This park will have an impact on the kids into the future, a place to locally camp, parents don't want to drive a long way to camp with their kids, wants kids to keep coming back, want the parents to keep coming back too, service projects (pick up litter do something nice for the site) Eagle projects - ex: build the signage for the park. want them to learn how to manage plan and conduct a project, living library for things

Question 6: What have you seen in other parks?

Explore other Texas parks, anything that is unique to this area, what is its relation to the surrounding context, LCRA parks good with history and interpretive education, primitive camping area. just need a place to put down units for when they come out. Don't need to provide extra stuff like picnic tables or anything like that. How far will people travel from car to camp site? The elevation change doesn't help - if there is a lot of equipment they would have to drive down and unload. Cub scouts require a lot more effort (need close facilities and parking) The boy scouts can be far out and primitive.

Question 7: Security in Park?

Who is coming into the park and from what area? Are there homeless people living in the park?, people passing through looking to do illegal activities, just general visitors coming to the park. Safety Guidelines? Guide to safe camping manual - adults have to be aware - pretty vague and general - methods for deescalating situations and how to handle bad situations, how to mitigate the issues. Car parked overnight - fear of break ins - how to assure the scouts parents their car won't be broken into. If they are aware of what could happen out there they can mitigate the danger or concern. Leverage the sheriffs office (what makes since to the sheriffs office - coordinate with them to let the know there are campers - so they can monitor if there are any problems in the park. the sheriff can see who is suppose to be in the park. Emergency situations - how do they get out of the park when a dangerous situation occurs.

Question 8: Additional Comments?

emergency shelters for weather

## EDUCATION

Question 1: How often do you use outdoor learning environments?

Daily (all campuses have the ability) Outdoor education class - learn hunting and fishing and similar, take field trips to outdoor places. Good to have something in town to see what the wildlife looks like, there terrain, or geology. Middle school or highschoolers do outdoor? Middle school yes- limited with space. Transportation issues, teachers take classes outside to enjoy weather....not sure about elementary has other than field trip. Gardening activities or horticulture and ag.

Question 2: What could this park offer you and your students?

want educational programs to show students what is happening in our area (climate change, wildlife, preservation, etc.) Community impact and teaching students how to take care of what we have and how we can be good stewards. Interest in understanding the ecosystem that is already out there including plant fauna - building from K through 8th grade - building a foundation of knowledge throughout the years.

Question 3: How likely would you create field trips here at the park?

the location and accessibility is ideal. even getting individual students to the park - extension projects so kids could go on their own time. Are the field trips teacher lead? They have volunteer leaders leading the outdoor education. Outreach opportunities - come to the classroom as a guess speaker, incorporated into a field day or a career day. Opportunity at the high school - courses at the high school like aquatics or specific ecological courses that fit. Teacher CEU's - course at Rathgeber where they can earn credits - Texas parks does a program, McDonald's observatory, teachers can bring what they learn back into the classroom, Art classes out there or journaling - would hands on programs be something they want? The new curriculum is very hands on. The district has 100's summer camp options (camps held at the elementary school, future camps at the school at headwaters, could have a nice connection to Rathgeber)

Question 4: What can kids learn?

Kids don't know what is in their own backyard - just see what Texas has to offer. how do you see tech fitting into the park? - opportunity to get away from tech and unplugging from the digital word. Look at it through data collections and new techniques - education opportunity like taking plant transects or surveying...etc. how could technology be used to help students learn.

Question 5: Additional Comments?

Outdoor education classes and specific courses that already have a relation to the natural world, introduction to athletics (field trip for hike) Can be used for classes that aren't typical nature/environmental focused like art and photography. Professional development for teachers, work with teachers to developed educational program at park



### WHO ARE WE?

RVI PLANNING + LANDSCAPE ARCHITECTURE • NANCY LEDBETTER & ASSOCIATES • MALONE WHEELER • SECOND SPATIAL • HICKS AND COMPANY

### WHY WE ARE HERE AND WHAT ARE WE DOING?

**WHY** .....  
CREATE A VISION FOR RATHGEBER NATURAL RESOURCE PARK

**WHAT** .....  
INPUT ON THE FUTURE OF RATHGEBER NATURAL RESOURCE PARK

### WHERE IS RATHGEBER NATURAL RESOURCE PARK?

### CLIENT VISION WORKSHOP

- CONVERGENCE OF LITTLE BARTON CREEK AND BARTON CREEK
- WILDLIFE HABITAT AND NATIVE TEXAS PLANTS
- HISTORICAL SITES AND PLACES

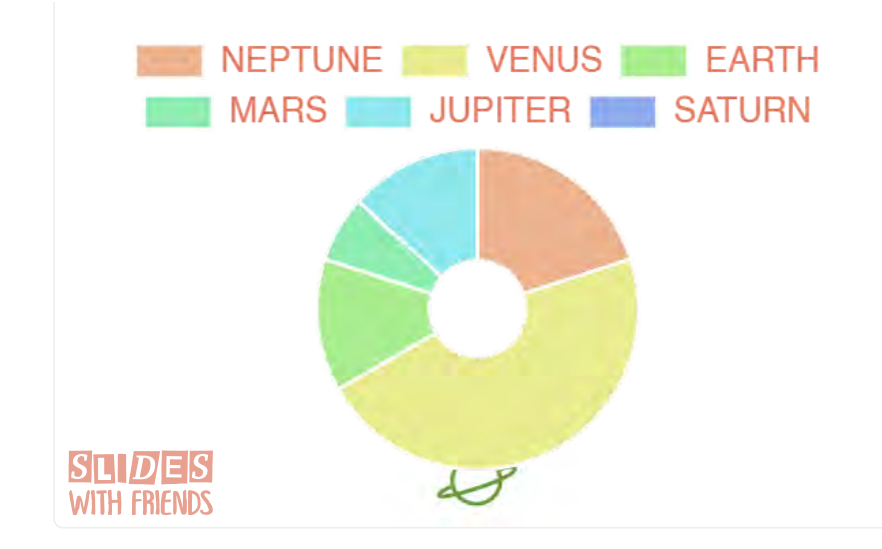
### VIRTUAL SITE TOUR



- WHO? - DESIGN TEAM, CITY OF DRIPPING SPRINGS STAFF AND CITY STAKEHOLDERS
- WHAT? - WORKSHOP TO DISCOVER VISION AND VALUES FOR RATHGEBER NATURAL RESOURCE PARK
- SURVEY TO DETERMINE NEEDS AND WANTS FROM CITY
- GOAL EVALUATION
- USER GROUP EXPERIENCES
- IMAGE INSPIRATION

## Join this Event

### WHAT IS YOUR FAVORITE PLANET OF THE ONES LISTED?



### VISION STATEMENT

AN ENGAGING NATURE PARK THAT INSPIRES PEOPLE TO CONNECT WITH THE WILD TEXAS HILL COUNTRY

### HOW EXCITED DOES THE VISION STATEMENT MAKE YOU ABOUT RATHGEBER NATURAL RESOURCE PARK?

### IS THE VISION STATEMENT CLEAR?

### DOES THE VISION STATEMENT REFLECT THE NEEDS OF DRIPPING SPRINGS?

No Yes

### PLANNING VALUES

- (ENVIRONMENTAL) PRESERVATION**  
Strengthen the native qualities & natural systems of the land.
- (LOW-IMPACT) RECREATION**  
Create opportunities for people to enjoy time outdoors.
- (RESOURCE) EDUCATION**  
Educate the public about the environment and history through iconic, interactive storytelling.
- (EQUITABLE) ACCESSIBILITY**  
Provide controlled public access to experiences in nature for people of all ages and abilities.
- ECOSYSTEM HARMONY**  
Foster an active, healthy balance of people, plants and wildlife.

### HOW EXCITED DO THESE VALUES MAKE YOU ABOUT RATHGEBER NATURAL RESOURCE PARK?

### ARE THESE VALUES CLEAR?

DO THE VALUES REFLECT THE NEEDS OF DRIPPING SPRINGS FOR THIS PROJECT?

No Yes

SLIDES WITH FRIENDS

WHAT VALUE IS THE MOST IMPORTANT TO YOU?

SLIDES WITH FRIENDS

WHAT VALUE IS THE LEAST IMPORTANT TO YOU?

SLIDES WITH FRIENDS

WHAT COULD THIS PARK BE?

SLIDES WITH FRIENDS

PARK ACTIVITIES

- HIKING
- JOGGING
- WALKING
- SCOUT CAMPING
- BIRD WATCHING
- EDUCATIONAL FACILITY
- OUTDOOR CLASSROOMS
- INTERACTIVE LEARNING
- HABITAT RESTORATION
- HAMMOCKING
- NATURAL PLAY ELEMENTS
- DARK SKY OBSERVATION
- WATER ACCESS
- OVERLOOKS
- POLLINATOR GARDEN/PLANTS
- AUGMENTED REALITY

SLIDES WITH FRIENDS

THANK YOU!



SLIDES WITH FRIENDS

Summary of Presentation –

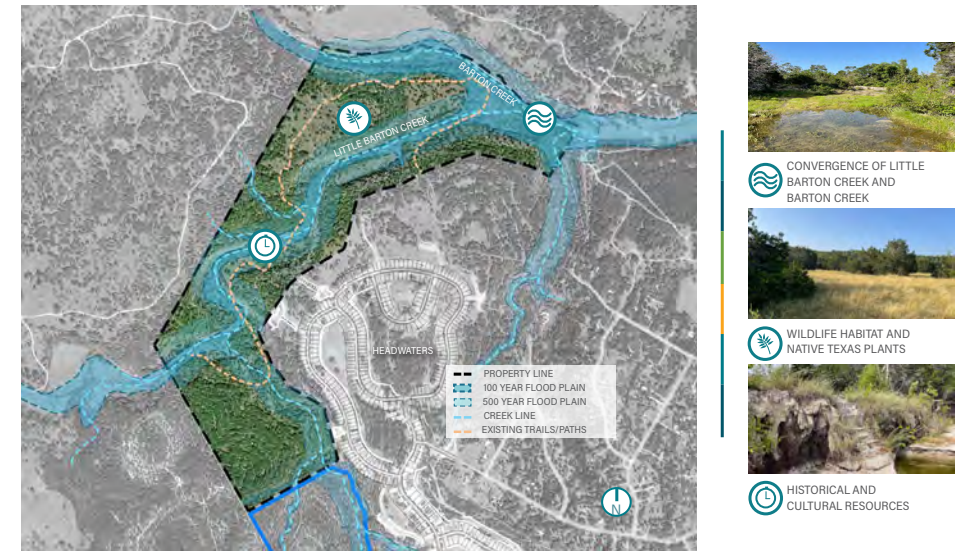
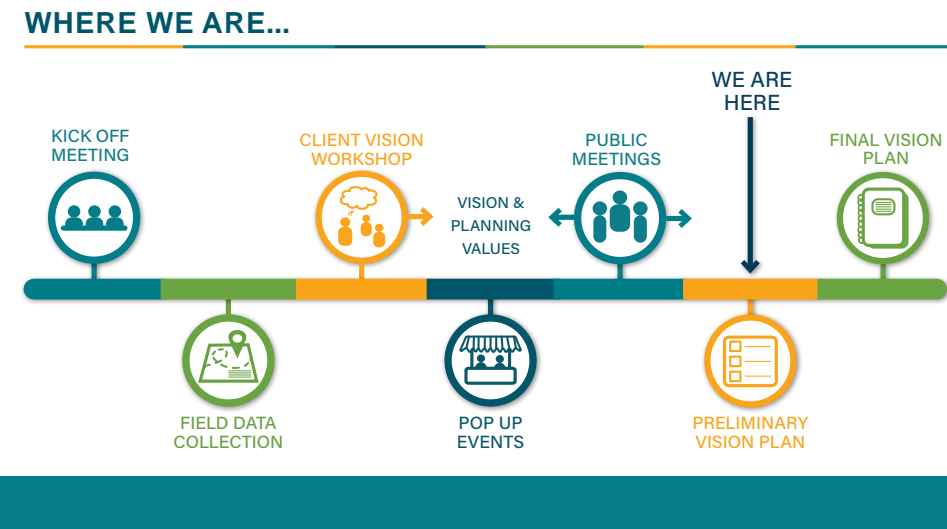
- Introduction of Design Team
  - RVI Planning and Landscape Architecture, Nancy Ledbetter & Associates, Malone Wheeler, Second Spatial, Hicks and Company, and Clayton Korte
- Purpose
  - Create a vision plan for Rathgeber Natural Resource Park
  - Gather input from the public for the vision and values of the park
- How is a Vision Plan made?
  - Kick off Meeting – Field Data and Collection – Client Vision Workshop – Public Meetings – Preliminary Vision Plan – Final Vision Plan
- Where is Rathgeber Located
  - East of downtown Dripping Springs, northwest of Headwaters
- Key Features of the Park
  - Convergence of Little Barton Creek and Barton Creek
  - Wildlife Habitat and Native Texas Plants
  - Historical and Cultural Resources
- Virtual Site Tour
- Client Vision Workshop
  - Workshop to figure out vision and values for Rathgeber Natural Resource Park
  - Survey to determine needs and wants from the City
  - Goal evaluation
  - User group experiences
  - Image inspiration
- Event Join and Introduction Question
- Vision Statement Reveal
  - An engaging nature park that inspires people to connect with the wild Texas Hill Country
- Question 1: *How excited does the vision statement make you about Rathgeber Natural Resource Park?*
  - 😊 – 9 responses
  - 😄 – 6 responses
  - 😊 – 3 responses
  - 😊 – 0 responses
  - 😊 – 0 responses
- Question 2: *Is the vision statement clear?*
  - 👍 – 16 responses
  - 👎 – 2 responses
- Question 3: *Does the vision statement reflect the needs of Dripping Springs*
  - Yes – 13 responses
  - No – 2 responses

- Introduction of Planning Values
  - Environmental Preservation
    - Strengthen the native qualities and natural systems of the land
  - Low impact recreation
    - Create opportunities for people to enjoy time outdoors
  - Resource Education
    - Educate the public about the environment and history through iconic, interactive storytelling
  - Equitable Accessibility
    - Provide controlled public access to experiences in nature for people of all ages and abilities
  - Ecosystem Harmony
    - Foster an active, healthy balance of people, plants, and wildlife
- Question 1: *How excited do these values make you about Rathgeber Natural Resource Park*
  - 😊 – 9 responses
  - 😊 – 6 responses
  - 😊 – 2 responses
  - 😊 – 1 responses
  - 😊 – 0 responses
- Question 2: *Are these values clear?*
  - 👍 – 16 responses
  - 👎 – 1 response
- Question 3: *Do the values reflect the needs of Dripping Springs for this project*
  - Yes – 15 responses
  - No – 2 responses

- Question 4: *What value is the most important to you?*
  - Environmental Preservation – 5 responses
  - Low Impact Preservation – 5 responses
  - All values are equally important – 4 responses
  - Ecosystem Harmony – 2 responses
  - Resource Education – 1 response
  - Equitable Accessibility – 0 responses
- Question 5: *What value is the least important to you?*
  - All values are important – 15 responses
  - Resource Education – 2 responses
  - Equitable Accessibility – 2 responses
  - Environmental Preservation – 0 responses
  - Low Impact Recreation – 0 responses
  - Ecosystem Harmony – 0 responses
- What could this park be?
  - List of potential park activities from case studies (Hiking, outdoor classrooms, overlooks, Hammocking, etc)
- Question: *What amenities would you like to see at the park?*
  - Mountain biking – 22 responses
  - Natural trails/ walking trails / hiking trails – 26 responses
  - Warbler habitat protection – 3 responses
  - Birding – 10 responses
  - Snake Education – 3 responses
  - Exercise equipment – 2 responses
  - Educational Signage (Entomology, Botany, Geology, etc.) – 7 responses
  - Stargazing/ telescope – 10 responses
  - Dark Sky – 5 responses
  - Public art – 4 responses
  - Youth education – 4 responses
  - Water access – 4 responses
  - Bat houses – 3 responses
  - Leash free zone – 2 responses
  - Wildflower meadows – 5 responses
  - Aquifer recharge education – 6 responses
  - Water resource education – 2 responses
  - Native plant ID – 4 responses
  - Raptor perch – 3 responses
  - Summit view – 3 responses
  - Naturalist education (non-profit social network of naturalist that map the biodiversity across the globe) – 3 responses
  - Interactive education – 2 responses
  - Bioswale and rain garden education – 2 responses
  - Solar – 3 responses
  - Limited access points – 3 responses
  - Equestrian trails – 2 responses
  - Chimney Swift tower – 5 responses

Public Questions/Comments-

- Will swimming be allowed?
  - Pending, depends on Dripping Springs regulations
- Will horseback riding be allowed by deed restriction?
  - Allowed according to deed restrictions
- Will mountain biking be allowed by deed restriction?
  - Allowed according to deed restrictions
- Will there be prescribed burning/land management
  - Pending Dripping Springs regulations
  - Vision plan can recommend prescribed burning done safely or recommend an alternative such as a mowing schedule
- The park should have a plan to control Cedar
- What kind of funding will the park have?
  - Can come from a variety of different sources - TBD
  - Funding partially from the last Hays County Bond
- How long is the project timeline
  - Vision plan complete in spring 2024, construction TBD
- What are the plans to connect to other greenspaces throughout Dripping Springs?
  - Wildlife corridors and defragmentation is extremely important to the environment
  - No plans have been determined yet...explore possibility
- Are the flood boundaries shown on the plan up to date
  - These are the old boundaries, Malone Wheeler has a draft of updated boundaries
- Can you index different areas on the virtual tour? Would make it easier to navigate
- Are there any buffers from surrounding properties to mitigate the risk of pollution to site?
  - None that are known, through the park design we can create our own mitigation efforts if there are none in other developments
- How will access be controlled? Will there be security for the park?
  - To early to determine, Dripping Springs will need to coordinate
- What are the future development plans around the area?
  - Headwaters is finished developing
  - Other developments are planned for the West side of the park



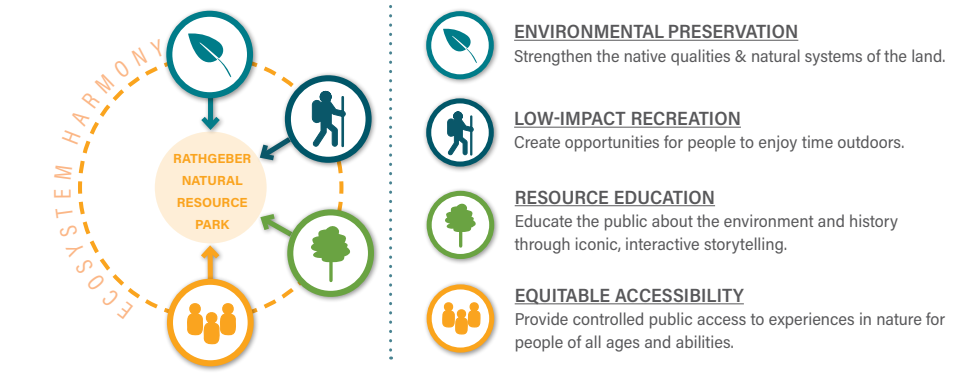
WHAT WE'VE FOUND...



WHAT WE'VE HEARD...

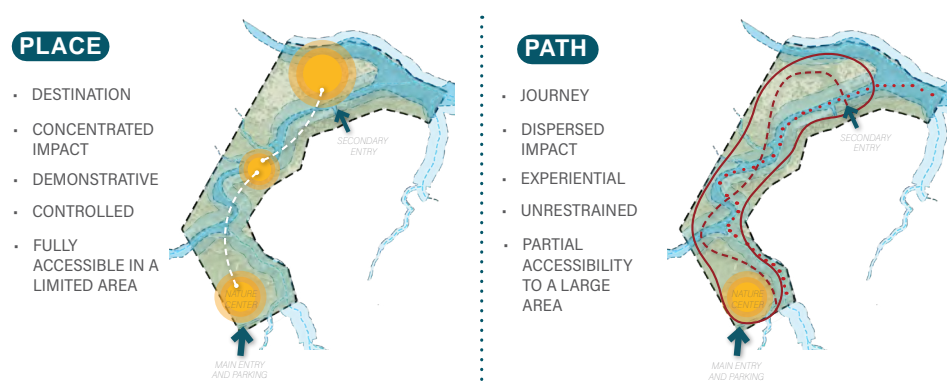


OUR PLANNING VALUES...



"AN ENGAGING NATURE PARK THAT INSPIRES PEOPLE TO CONNECT WITH THE WILD TEXAS HILL COUNTRY"

HOW COULD WE EXPERIENCE THE PARK?

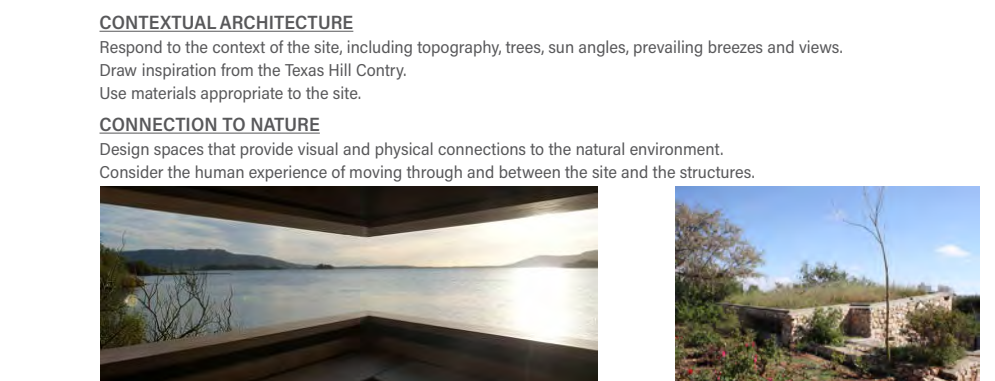


FIVE KEY BEHAVIORS SUPPORTED

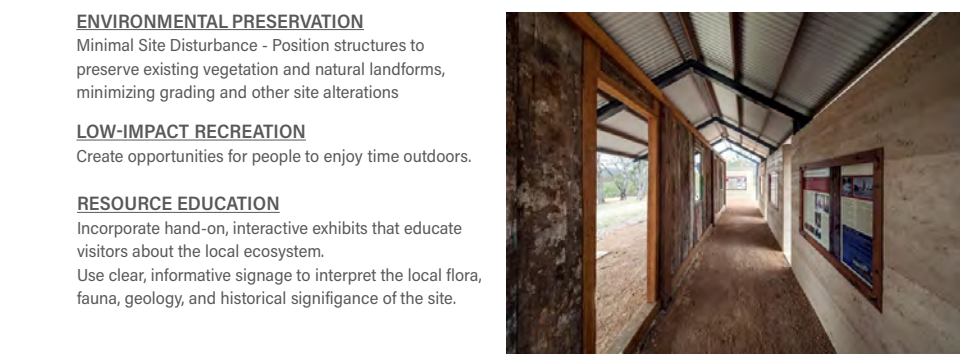
- Wanderers:** Hiking, Art Viewing, Picnicking...
- NATURE ENTHUSIASTS:** Birders, Master Naturalists, Foragers, Stargazers...
- ACTIVE ADVENTURE SEEKERS:** Mountain Bikers, Trail Runners, Exercise...
- Learners:** School Groups, Scouts, Adult Learner's, Researchers...
- Habitats:** Golden Cheek Warbler, Natural Systems, Riparian and Water Corridor...



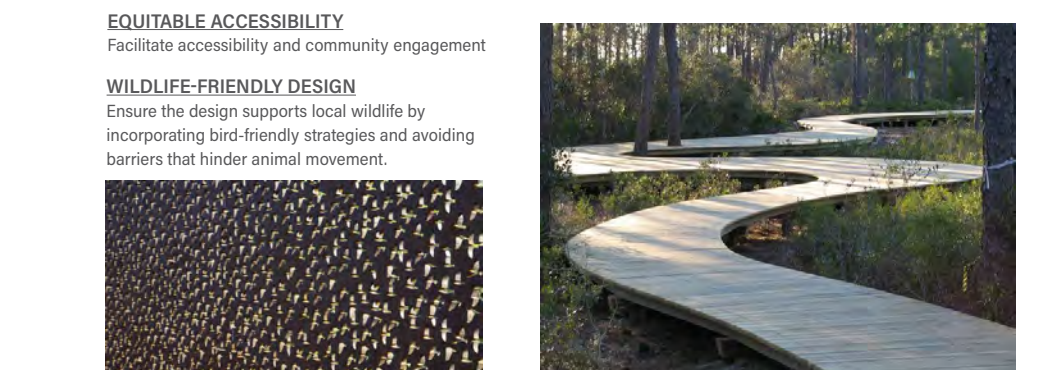
DESIGN GOALS FOR BUILT STRUCTURES



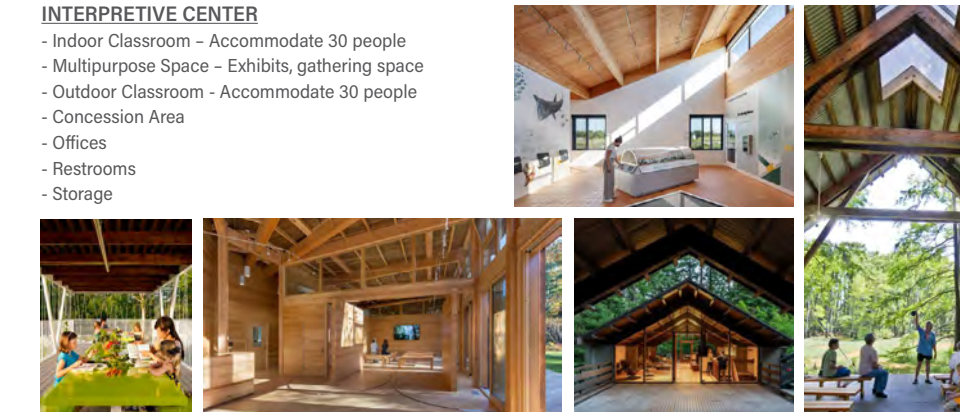
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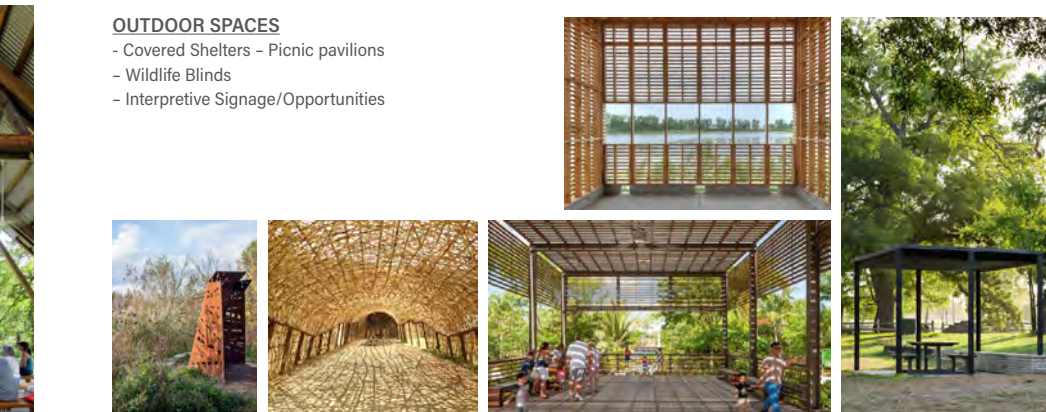
DESIGN GOALS FOR BUILT STRUCTURES



PROGRAM



PROGRAM



QUESTIONS...

QUESTION - BUILT STRUCTURES

How do you envision yourself using the Nature Center?

QUESTION - WANDERERS

Would you prefer the experience to be smaller dispersed moments throughout the park along trails or would you prefer an artistic moment to be in a central place and more monumental?



Dispersed No Preference Monumental



QUESTION - NATURE ENTHUSIASTS

Do you prefer to have a few key places in the park such as bird blinds or observations pads, or do you prefer to participate in those activities while walking on a pathway or trail?



Observation Points No Preference Pathway



QUESTION - ACTIVE ADVENTURE SEEKERS

Do you prefer to have trail activities on shared trails, trails that are separated, or a mix of both? When weighing the decision, please consider shared trails typically have a lighter footprint on the landscape than separating trail use.



Shared Both Separated



QUESTION - Learner's

Do you prefer to have more demonstrative activity space, such as amphitheaters or demonstration gardens, or do you prefer to have interpretive signage throughout the park for self guided education?



Demonstrative No Preference Self-Guided



QUESTION - Habitats

Would you feel comfortable with built habitat features in your direct vicinity for our non-human neighbors that may sometimes get a bad rap such as bees, amphibians, snakes, or spiders?



Comfortable or Uncomfortable



A representative from RVI made a presentation at the public meeting. This presentation included:

- Background information and a timeline about the project to date
- Planning values encompassing environmental preservation, low-impact recreation, resource education and equitable accessibility
- Five key behaviors to be supported by the park (Wanderers, Nature Enthusiasts, Active Adventure Seekers, Learners and Habitats)
- Design goals for built structures
- Questions for attendees to respond to with a provided survey card
- Comment cards for participants to also leave general comments for the project team

Survey Cards

RVI distributed a survey handout to attendees during the public meeting and asked participants to answer questions when prompted during the presentation.

The survey cards asked participants to respond to one question:

- How do you envision yourself using the Nature Center?

The survey also requested attendees rank their responses to the following five questions:

- Wanderers: Would you prefer the experience to be smaller dispersed moments throughout the park along trails or would you prefer an artistic moment to be in a central place and more monumental?
- Nature Enthusiasts: Do you prefer to have a few key places in the park such as bird blinds on observations pads, or do you prefer to participate in those activities while walking on a pathway or trail?
- Active Adventure Seekers: Do you prefer to have trail activities on shared trails, trails that are separated, or a mix of both?
- Learners: Do you prefer to have more demonstrative activity space, such as amphitheaters or demonstration gardens, or do you prefer to have interpretive signage through the park for self-guided education?
- Habitats: Would you feel comfortable with habitat features in your direct vicinity for our non-human neighbors that may sometimes be a bad rap such as bees, amphibians, snakes, or spiders?

Fifty-four survey cards were submitted.

Survey Card Results

Question 1: How do you envision yourself using the Nature Center?

Summary of General Comments to Question 1:

- Classrooms for evening meetings (reservations needed), classrooms for 40
- Educate kids 7-12
- Outdoor classrooms/amphitheater
- Yoga, adult learning opportunities
- Restrooms
- Water filling station
- EV charging stations
- Community meetings/events
- Weddings and birthdays

- Place learning center near school
- Lots of observation windows
- Bookstore
- No air conditioning – noisy for wildlife
- Natural roofing – wildflowers or grass
- Nature center as “jumping off point”
- Bike repair station
- Keep building to a minimum
- Offer snacks, food, cold beer, coffee
- Kid friendly snacks and drinks
- Adult friendly food and beverages
- No kitchen – in results in trash
- Are nature center uses going to be free?

The bulleted comments above are a general summarization of feedback received at the Public Meeting.

Question 2: Wanderers - Would you prefer the experience to be smaller dispersed moments throughout the park along trails or would you prefer an artistic moment to be in a central place and more monumental?

Ranked Responses

Lean toward “Dispersed” and “No Preference”

Question 3: Nature Enthusiasts - Do you prefer to have a few key places in the park such as bird blinds on observations pads, or do you prefer to participate in those activities while walking on a pathway or trail?

Ranked Responses

Lean slightly to “Pathway”

Question 4: Active Adventure Seekers - Do you prefer to have trail activities on shared trails, trails that are separated, or a mix of both?

Ranked Responses

Toward “Separated”

Question 6: Learners - Do you prefer to have more demonstrative activity space, such as amphitheaters or demonstration gardens, or do you prefer to have interpretive signage through the park for self-guided education?

Ranked Responses

No clear preference

Question 7: Habitats: Would you feel comfortable with habitat features in your direct vicinity for our non-human neighbors that may sometimes be a bad rap such as bees, amphibians, snakes, or spiders?

## Ranked Responses Strong toward "Comfortable"

**Comment Forms**  
Participants were also provided blank comment cards at the public meeting to provide additional feedback about the project. Seven comment forms were submitted.

Participants provided a wide range of responses on the comment cards provided at the meeting. Feedback from those comment forms is summarized below:

*\*Note – Additional feedback was received on the completed survey cards outside of the survey questions asked. Those additional comments written on the survey cards have been summarized below along with the feedback received on the comment cards.*

- Less is more
- Hiking over nature center
- Enjoy the wild – not overly managed
- Tread lightly
- Focus on education and respecting the surroundings
- Limited pave trails – dirt or mulch preferred
- Provide trash cans – leave no trace
- Parking
- Love amphitheater aspect
- Birds, wildflowers and meeting places
- No art, no bikes, limit structures
- Bird watching, dark sky viewing
- Scouting, native gardening
- Walkways from Headwaters Center to reduce parking along streets
- Local history
- Hiking, mountain biking, overnight camping, recreation day-use, history
- Foraging class would be awesome
- If mountain biking – bike maintenance classes/stations
- Minimize building impact on Park
- No art
- Mountain bikes tear up environment – do not allow
- Solor power, rainwater collection
- Nature oriented class
- No concessions, sustainable structures
- Minimize light pollution, Night Sky
- Minimize noise in park – no boom boxes
- Bikes damage sensitive areas
- Honeybees highly competitive – Please no hives
- Provide shade – lots of shade
- Set good example with solar panels and rainwater collection
- Keep trails away from homes
- If swimming allowed, consider limited bank access to minimize erosion
- Check out Crystal Bridges in northwest Arkansas and Fredrick Mayer Gardens in Grand Rapids, Michigan
- Art displays at temporary exhibits
- Provide Dark Sky area, limit light pollution
- Habitat host gardens
- No biking!
- Don't mess with (having) concessions. Consider water bottles.
- "Already have bird blind in Charol Park."
- Keep it natural
- Minimize artwork
- Would use park for hikes, presentations, picnics with grandchildren
- Bikes only on limited paths, more "non-bike" trails

- ADA requirements, visually impaired area/trails
- A "short loop" nature trail
- Rainwater collection, good reuse of septic water
- Birders, star gazing
- Less developed
- "No art, maybe"
- Detriments to the park are pesticides, cell towers
- Hiking, observing nature, maybe meditating
- Couldn't hear presentation, questions, comments – Repeat questions, have speakers raise their hands
- Don't get carried away with habitats – think this through
- Limit activities and building in confirmed Golden Cheeked Warbler habitat
- Consider new Travis County Balcones Canyonlands Preserve Center near 620 and Grandview Hills
- Access needs to be limited to one area; a nature park cannot be managed with multiple access points; each perimeter neighborhood can't have their own access point; Dripping Springs will never be able to protect, clean, restore the park
- No art, nature is art
- Monument at front door
- Active eye on different users – walkers, bikers running into each other not fun
- No monuments – art is not nature
- Dispersed art
- Star gazing, primitive camping, bank fishing – no kayaks or canoes
- Keep in natural, let nature be the art, leave as is, keep building (and art) to a minimum
- Lots of shade, bird blind, hammock enclave
- Shade structures
- "Bikers are destructive"

## ALL CARD RESPONSES RECORDED IN MEETING NOTES

QUESTION - BUILT STRUCTURES  
*Less is more.*

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES  
*Less is more.*

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

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QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
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Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES

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Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
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Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES  
*lots of glass, walking and walking paths. A bar, picnic tables, solar panels, Prismatic Observatory would make it a nice area, Gondola.*

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES  
*observation windows, classes on natural wildlife, talks by a park ranger type person, meeting space, no guided hikes or biking, stables, bookstore.*

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES  
*Bird Blind, Hammocks enclave, No kitchen - too much trash, shade structures, underground structure to encourage natural cooling.*

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES  
*birds are destructive (not all but there are a lot of bad apples)*

QUESTION - WANDERERS  
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS  
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS  
Shared | Both | Separated

QUESTION - LEARNERS  
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)  
Uncomfortable | or | Comfortable



# B

## APPENDIX B

Rathgeber Natural Resource Park Email Correspondence

# EMAIL CORRESPONDENCE

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
							Matt,  Thank you for your interest in Rathgeber Park. We are just beginning the planning process, so any input you have is very timely and helpful.
1	X			12/3/2023	How to share input	Hi - I am a dripping springs resident and saw your post on Facebook. I would love to share input and be involved as much as possible into the plan for the upcoming Rathgeber park. Please let me know the best way to get involved!  Thanks, Matt	We have the first public meeting for the project on December 14 at Dripping Springs City Hall. We plan to share what we have learned so far about the 300 acres that will be Rathgeber Natural Resource Park and to discuss vision and values for the project moving forward. We would appreciate any input you have.  Attached is more information about the public meeting. Hope to see you December 14.  Thanks, Randall
2	X			12/11/2023	Public meeting question	Good afternoon,  Will the public meeting about Rathgeber Natural Resource Park on Thursday be livestreamed or recorded and posted online?  Thank you,  Megan Navarro	Forwarded to RVI on 12/12/23
3	X			12/12/2023	Junk hauling	Hello, my name is Nacho Loza, I saw this post on LinkedIn, and wanted to reach out. If y'all need any support in anyway, please dont be shy to contact me. I am a small local junk hauling removal business in Spicewood that supports roll off dumpsters. I would be more than happy to help out with any projects.	Nacho, Thanks for the information. I will pass it along.
4	X			12/15/2023	Project info	I would like to know more about the project.  Thank you, Haley	Randall Dillard Haley,  My apologies for the delayed response to your email seeking information about the future Rathgeber Natural Resource Park. I am part of the consultant team working for the City of Dripping Springs on the project.  We are just beginning the planning process to protect 300 acres of pristine Texas Hill Country that has been donated to the City of Dripping Springs. We are working with stakeholders and community members to protect the land and resources while allowing the Dripping Springs community and residents of Hays County to passively recreate, immerse in nature, and explore the Texas Night Sky.
							A good source of information is the City of Dripping Springs website which has information about Rathgeber Park at: <a href="https://www.cityofdrippingssprings.com/our-parks/rathgeber">https://www.cityofdrippingssprings.com/our-parks/rathgeber</a> .  Please let me know if you have additional questions.  Thanks, Randall
5	X			12/16/2023	Future planning meetings	Hello, My family lives in the Headwaters community and our property borders the park. We would appreciate being involved in these planning sessions. Can you send us a list of the future dates and events, or add us to your distribution list?  Many thanks. -Shaun	
6	X			12/27/2023	Facebook page	Hi there, I'm sorry I missed the meeting, please consider setting up a Facebook page to share information with the public. Thanks, Dan Hello! We are excited about the plans for Rathgeber Park. Can you share a PDF of the map shown at the public meeting and on the DS website? It's blurry online.	Forwarded to RVI on 1/11/24
7	X			12/29/2023	Map shown at public meeting	Thanks, Carolyn Connerat	Forwarded to RVI on 1/5/24

# EMAIL CORRESPONDENCE

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
							Hello,  I attended the meeting on Dec 14 and wanted to submit my comments. I appreciate the opportunity to find out what's been happening and to give feedback. My main requests/interests would be to include the following:  -hiking trails -natural areas in a variety of habitats for birds and birding - grasslands/prairie, riparian, woodlands, perhaps pond(s) and a water drip if feasible -access to the creeks for swimming/wading, similar to the Barton Creek greenbelt in Austin -native plant installation for any revegetation, chosen and planted with birds & wildlife in mind -a wildlife corridor between Rathgeber and DS Ranch Park, as well as any other nearby natural areas
1	X			1/2/2024	Comments/requests		Thank you for your comments. We appreciate your interest in Rathgeber Park and we look forward to working with you.  Thanks, Randall  As an active member of the Hays County Master Naturalists, I look forward to opportunities to do volunteer work at the park, and I hope you'll include me in any email updates as work progresses.  Thank you,

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
							Alan,  I wanted to provide some feedback on the plans for Rathgeber Park. I am very excited to see it start to come together as I am in early stages of forming a non-profit to pursue a trail along the Barton Creek area from Dripping Springs to Austin. Yes, this is a multi-decade project. I see the trail starting at Dripping Springs Ranch park, working its way through the new Double L Ranch neighborhood, and then into Rathgeber Park. From that point, we will start working to secure grants, parks bond money and other funding to start working our way to Austin. Do you currently see the Rathgeber Park plan supporting a hike/bike trail that could support this vision?
1	X			2/12/2024	Vision for Rathgeber Park		Thank for the email and your interest in Rathgeber Park.  Let me check with other Rathgeber Park members to see if the project could support your pursuit of a trail along the Barton Creek area from Dripping Springs to Austin.  I will get back to you as soon as I can.  Thanks, Randall

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
							To the developers of Rathgeber Park:  I was unable to attend the recent meeting but wanted to provide feedback from a scouting troop's perspective. Our troop is 65 girl and 57 adult members strong. We take every opportunity to "get out there" and enjoy the outdoors. Following are my answers (in blue) to the questions asked in the presentation at the recent meeting:  If you were visiting the Park on a day-trip, what would you do here? Hike, Picnic, Geo-cache, Learn Outdoor skills If you were visiting the Park on an overnight trip, what would you do here? Camp, Star gaze, Campfire meetings with Singing and Skits and S'mores, of course. What types of activities do you think this park would be good for? Camping, Hiking, Fishing? What features, facilities or utilities are necessary to facilitate your time here? Bathrooms (no showers necessary, but toilets & sinks with running water would be nice), well-defined trails with difficulty levels listed, a covered pavilion for troop gatherings, picnic tables at each campsite & in picnic areas designated campfire "pits."
1	X			4/18/2024	Girl Scouts		

# EMAIL CORRESPONDENCE

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
						Hi Alan,  I believe we met at Founders Day last week in Dripping Springs while you were at the information booth for Rathgeber Park.  As a follow-on from our discussion last week, I wanted to provide feedback on the design of the park. Specifically, I wanted to express my concerns about the placement of the parking lot (primary and secondary) in a location that would require/encourage the community to transit through the Headwaters neighborhood to access the park.  The roads in the Headwaters neighborhood have a speed limit of 20 mph. The community has a high number of young children that play in the front yards/streets and the narrow roadways already require vehicles to pull to the side to allow for oncoming traffic to pass when cars are parked on the street. When vehicles are observed driving through the neighborhood at ~30 mph or greater, the community leaders engage with Hays County Sheriffs Office to request directed patrols of the area, as it does pose a significant safety risk to the residents.  I believe that the inclusion of a parking lot that is accessible through the Headwaters neighborhood would be inappropriate, as it would increase traffic through the neighborhood and endanger the community's children. Additionally, I have concerns about the frequency of vehicles transiting the neighborhood and the noise that will accompany such increased traffic.  While I look forward to ultimately being able to enjoy the new park, I respectfully request and encourage the planning team to consider alternative parking lot locations that do not require the broader Dripping Springs community to travel through the Headwaters community.  Thank you.  Paul Stroessner RE:RC,	
1	X			5/3/2024	Design feedback		Forwarded to RVI on 5/6/24
						I received the postcard about the upcoming Rathgeber meeting. That's so exciting!  I'm reaching out because I wanted to offer my services, pro bono, should you need any scenic photography of the property.  I'm a photographer with a love of Hill Country conservation and author of Texas Hill Country: A Scenic Journey. You can check out my editorial and commercial work here — epohl.com  Anyway, if you should need any scenic or other photography for promotions, website, social media, etc., I'd be happy to help.  Thanks, I plan to attend the public meeting tonight.  My comment is: I hope that no cell towers will be erected at all in Rathgeber Park. All towers, as well as wi-fi and anything wireless, put out dangerous radiation that can harm people, birds, animals, and nature in general. There are approximately 10,000 studies showing the damage that wireless radiation can do, including neurological problems and even cancer. There are ZERO studies showing that wireless is safe, as was admitted by major telecom companies before a U.S. Congressional committee.	
2	X			5/8/2024	Photography services		Forwarded to RVI on 5/20/24  Also spoke at meeting about cell towers
						If you are determined to put up these unsafe cell towers, please do not erect 5G towers -- the most dangerous to humans, animals, and nature -- in part because 5G has short wavelengths, and therefore it requires high numbers of smaller cell towers erected closer together. Please avoid using 5G towers, and preferably all towers.  Thank you. Marta Hello. I recently attended the tail end of the meeting at the event center for the Rathgeber park details. I did not get to see the majority of it and unfortunately only heard the question and answer session. I am sending this email to see if you could send me the slideshow so that I could see all the details. I have visited the website and have seen the different options for layout, but wanted to see the meeting information that was given. I am a friend of this idea and live in headwaters close to where the park will be. I have hiked most of the trails that exist. I am an avid hiker that goes to national and state parks frequently and wanted to also offer my volunteer services in case you wanted any test hikers. Or if there are other opportunities to serve, I love the outdoors and it's the reason why I moved to dripping Springs and specifically headwaters subdivision. Please advise and if you could send the PowerPoint that would be great. I can also be reached via mobile phone at 281-830-8132. Happy trails!	
3	X			5/20/2024	Cell towers		Your email has been received. I am checking or PowerPoint shown at this week's public meetir know as soon as possible.  Thanks for your interest in Rathgeber Natural R Randall Dillard
4	X			5/22/2024	Additional park details		

# EMAIL CORRESPONDENCE

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
						Good morning,  Since the future Rathgeber Natural Resource Park is a City-owned property:  What is the City of Dripping Springs's definition of a Natural Resource Park? What standard guidelines are being followed/mandated for the planning, design, and maintenance of the park? What mitigation efforts are being proposed to limit disturbance to the natural resources throughout the park? The National Environmental Policy Act (NEPA) promotes efforts to prevent or eliminate environmental harm through various factors. Those factors include: - Avoidance of an impact through not taking an action or parts of an action; - Minimizing impacts through limiting the degree or magnitude of an action; - Rectifying impacts by repairing, rehabilitating, or restoring the affected environment; - Reduction or elimination of impacts by preservation and maintenance operations during the life of the action; and - Compensation for the impact by replacing or providing substitute resources or environments. Have alternative locations for the Interpretive Learning Center within the park been considered and made publicly available for scrutiny? At the latest public meeting, talks emerged regarding the positioning of the Interpretive Learning Center, which is planned for the park's southwest corner, closest to the school. The planning team has noted that the project's Civil Engineer has started looking at grading options in this area, with indications suggesting that this area is the most probable choice for the center.  Taking proactive steps, I've created an exhibit showing the areas of the most concern when protecting natural resources composed of inherently complex organisms, processes, and systems. The shaded areas indicate the probability of the Golden-cheeked Warbler habitat. As you can see, the potential location of the Interpretive Learning Center at the southwest corner of the park, as shared during the last public meeting, is of particular concern given its potential for disruption to the very habitats the park is mandated to protect.  Drawing from my perspective as an experienced civil engineer, I advocate for providing an alternative to the siting of the Interpretive Learning Center at the northwestern corner along the future Double L property line. This area offers the following benefits over the currently proposed site location nearest the school: - A flatter terrain - Less disturbance to the natural resources that the park is intended to protect, e.g., tree canopy and grading disturbance due to the flatter terrain - Reduced likelihood of disrupting endangered species habitat (environmental study to confirm along with the U.S. Fish and Wildlife Service (USFWS) Section 7 Evaluation/Permit)  This alternative placement aligns with the park's mandate of preserving natural habitats and resources. Moreover, it offers the potential to foster interaction between visitors and the diverse plant and animal species within the park without removing critical resources from the tree canopy.  I look forward to your response and continued collaboration on this project.  Lastly, can you confirm correspondence with this email (rathgeberpark@gmail.com) will be available for public records requests?  Thanks!	
1	X			6/3/2024	Design requests		Forwarded to RVI on 6/3/24

# C

## APPENDIX C

### SITES CHECK LIST

# SITES SCORE CARD

## SITES v2 Scorecard Summary

YES	?	NO		Possible Points:	
0	2	0	<b>1: SITE CONTEXT</b>	<b>13</b>	
Y			CONTEXT P1.1 Limit development on farmland		
Y			CONTEXT P1.2 Protect floodplain functions		
Y			CONTEXT P1.3 Conserve aquatic ecosystems		
Y			CONTEXT P1.4 Conserve habitats for threatened and endangered species		
	0		CONTEXT C1.5 Redevelop degraded sites	3 to 6	
	0		CONTEXT C1.6 Locate projects within existing developed areas	4	
	2		CONTEXT C1.7 Connect to multi-modal transit networks	2 to 3	
0	0	3	<b>2: PRE-DESIGN ASSESSMENT + PLANNING</b>	<b>3</b>	
Y			PRE-DESIGN P2.1 Use an integrative design process		
Y			PRE-DESIGN P2.2 Conduct a pre-design site assessment		
Y			PRE-DESIGN P2.3 Designate and communicate VSPZs		
		3	PRE-DESIGN C2.4 Engage users and stakeholders	3	
0	13	0	<b>3: SITE DESIGN - WATER</b>	<b>23</b>	
Y			WATER P3.1 Manage precipitation on site		
Y			WATER P3.2 Reduce water use for landscape irrigation		
	5		WATER C3.3 Manage precipitation beyond baseline	4 to 6	
	4		WATER C3.4 Reduce outdoor water use	4 to 6	
	4		WATER C3.5 Design functional stormwater features as amenities	4 to 5	
	0		WATER C3.6 Restore aquatic ecosystems	4 to 6	
0	26	0	<b>4: SITE DESIGN - SOIL + VEGETATION</b>	<b>40</b>	
Y			SOIL+VEG P4.1 Create and communicate a soil management plan		
Y			SOIL+VEG P4.2 Control and manage invasive plants		
Y			SOIL+VEG P4.3 Use appropriate plants		
	6		SOIL+VEG C4.4 Conserve healthy soils and appropriate vegetation	4 to 6	
	4		SOIL+VEG C4.5 Conserve special status vegetation	4	
	6		SOIL+VEG C4.6 Conserve and use native plants	3 to 6	
	5		SOIL+VEG C4.7 Conserve and restore native plant communities	4 to 6	
	0		SOIL+VEG C4.8 Optimize biomass	1 to 6	
	4		SOIL+VEG C4.9 Reduce urban heat island effects	4	
	0		SOIL+VEG C4.10 Use vegetation to minimize building energy use	1 to 4	
	1		SOIL+VEG C4.11 Reduce the risk of catastrophic wildfire	4	
0	17	0	<b>5: SITE DESIGN - MATERIALS SELECTION</b>	<b>41</b>	
Y			MATERIALS P5.1 Eliminate the use of wood from threatened tree species		
	0		MATERIALS C5.2 Maintain on-site structures and paving	2 to 4	
	1		MATERIALS C5.3 Design for adaptability and disassembly	3 to 4	
	0		MATERIALS C5.4 Use salvaged materials and plants	3 to 4	
	0		MATERIALS C5.5 Use recycled content materials	3 to 4	
	4		MATERIALS C5.6 Use regional materials	3 to 5	
	3		MATERIALS C5.7 Support responsible extraction of raw materials	1 to 5	
	1		MATERIALS C5.8 Support transparency and safer chemistry	1 to 5	
	3		MATERIALS C5.9 Support sustainability in materials manufacturing	5	
	5		MATERIALS C5.10 Support sustainability in plant production	1 to 5	
0	14	0	<b>6: SITE DESIGN - HUMAN HEALTH + WELL-BEING</b>	<b>30</b>	
Y			HHWB C6.1 Protect and maintain cultural and historic places	2 to 3	
Y			HHWB C6.2 Provide optimum site accessibility, safety, and wayfinding	2	
Y			HHWB C6.3 Promote equitable site use	2	
Y			HHWB C6.4 Support mental restoration	2	
Y			HHWB C6.5 Support physical activity	2	
Y			HHWB C6.6 Support social connection	2	
Y			HHWB C6.7 Provide on-site food production	3 to 4	
Y			HHWB C6.8 Reduce light pollution	4	
Y			HHWB C6.9 Encourage fuel efficient and multi-modal transportation	4	
Y			HHWB C6.10 Minimize exposure to environmental tobacco smoke	1 to 2	
Y			HHWB C6.11 Support local economy	3	
0	10	0	<b>7: CONSTRUCTION</b>	<b>17</b>	
Y			CONSTRUCTION P7.1 Communicate and verify sustainable construction practices		
Y			CONSTRUCTION P7.2 Control and retain construction pollutants		
Y			CONSTRUCTION P7.3 Restore soils disturbed during construction		
	3		CONSTRUCTION C7.4 Restore soils disturbed by previous development	3 to 5	
	4		CONSTRUCTION C7.5 Divert construction and demolition materials from disposal	3 to 4	
	3		CONSTRUCTION C7.6 Divert reusable vegetation, rocks, and soil from disposal	3 to 4	
	0		CONSTRUCTION C7.7 Protect air quality during construction	2 to 4	
0	14	0	<b>8: OPERATIONS + MAINTENANCE</b>	<b>22</b>	
Y			O+M P8.1 Plan for sustainable site maintenance		
Y			O+M P8.2 Provide for storage and collection of recyclables		
	5		O+M C8.3 Recycle organic matter	3 to 5	
	4		O+M C8.4 Minimize pesticide and fertilizer use	4 to 5	
	2		O+M C8.5 Reduce outdoor energy consumption	2 to 4	
	3		O+M C8.6 Use renewable sources for landscape electricity needs	3 to 4	
	0		O+M C8.7 Protect air quality during landscape maintenance	2 to 4	
0	7	0	<b>9: EDUCATION + PERFORMANCE MONITORING</b>	<b>11</b>	
	4		EDUCATION C9.1 Promote sustainability awareness and education	3 to 4	
	3		EDUCATION C9.2 Develop and communicate a case study	3	
	0		EDUCATION C9.3 Plan to monitor and report site performance	4	
0	3	0	<b>10. INNOVATION OR EXEMPLARY PERFORMANCE</b>	<b>Bonus Points: 9</b>	
0	3		INNOVATION C10.1 Innovation or exemplary performance	3 to 9	
0	114	3	<b>TOTAL ESTIMATED POINTS</b>	<b>Total Possible Points: 200</b>	

YES	?	NO		SITES Certification levels	Points
YES			Project confident points are achievable	CERTIFIED	70
?			Project striving to achieve points, not 100% confident	SILVER	85
NO			Project is unable to achieve these credit points	GOLD	100
				PLATINUM	135

# SITES SCORE CARD

Project Name: \_\_\_\_\_ Project ID#: \_\_\_\_\_ Date: \_\_\_\_\_

## SITES v2 Scorecard

Estimate points below (key at bottom)	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS	POSSIBLE POINTS PER CREDIT
0	0	0	<b>1: SITE CONTEXT</b>	<b>Possible Points:</b>	<b>13</b>
Y			CONTEXT P1.1 Limit development on farmland	Case 1: Sites without farmland soils Case 2: Sites with farmland soils - VSPZ Case 3: Sites with farmland soils - Mitigation	
Y			CONTEXT P1.2 Protect floodplain functions	Case 1: Sites without floodplain Case 2: Previously developed and brownfield sites within floodplain Case 3: Greenfield sites within floodplain	
Y			CONTEXT P1.3 Conserve aquatic ecosystems	Case 1: Sites without aquatic ecosystems Case 2: Sites with naturally occurring aquatic ecosystems Case 3: Sites with naturally occurring poor quality aquatic ecosystems	
Y			CONTEXT P1.4 Conserve habitats for threatened and endangered species	Case 1: Brownfields and previously developed sites Case 2: Greenfield sites	
			CONTEXT C1.5 Redevelop degraded sites	Case 1: Previously developed sites Case 2: Brownfield sites	3 3 to 6 6
			CONTEXT C1.6 Locate projects within existing developed areas		4 4
			CONTEXT C1.7 Connect to multi-modal transit networks	Option 1: Pedestrian and bicycle network Option 2: Transit network	2 2 to 3 3
0	0	0	<b>2: PRE-DESIGN ASSESSMENT + PLANNING</b>	<b>Possible Points:</b>	<b>3</b>
Y			PRE-DESIGN P2.1 Use an integrative design process		
Y			PRE-DESIGN P2.2 Conduct a pre-design site assessment		
Y			PRE-DESIGN P2.3 Designate and communicate Vegetation and Soil Protection Zones		
			PRE-DESIGN C2.4 Engage users and stakeholders		3 3
0	0	0	<b>3: SITE DESIGN - WATER</b>	<b>Possible Points:</b>	<b>23</b>
Y			WATER P3.1 Manage precipitation on site		
Y			WATER P3.2 Reduce water use for landscape irrigation		
			WATER C3.3 Manage precipitation beyond baseline	80th percentile precipitation event 90th percentile precipitation event 95th percentile precipitation event	4 4 to 6 5 6 6
			WATER C3.4 Reduce outdoor water use	Option 1: Reduce outdoor water use Option 2: Significantly reduce outdoor water use Option 3: Eliminate outdoor water use	4 4 to 6 5 6 6
			WATER C3.5 Design functional stormwater features as amenities	50% of stormwater features 100% of stormwater features	4 4 to 5 5
			WATER C3.6 Restore aquatic ecosystems (project must have existing feature)	No aquatic ecosystems present on site 30% of the geographic extent 60% of the geographic extent	4 4 to 6 5

Project Name: \_\_\_\_\_ Project ID#: \_\_\_\_\_ Date: \_\_\_\_\_

## SITES v2 Scorecard

Estimate points below (key at bottom)	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS	POSSIBLE POINTS PER CREDIT
0	0	0	<b>4: SITE DESIGN - SOIL + VEGETATION</b>	<b>Possible Points:</b>	<b>40</b>
Y			SOIL+VEG P4.1 Create and communicate a soil management plan		
Y			SOIL+VEG P4.2 Control and manage invasive plants	Case 1: No invasive plants found on site Case 2: Invasive plants identified on site	
Y			SOIL+VEG P4.3 Use appropriate plants		
			SOIL+VEG C4.4 Conserve healthy soils and appropriate vegetation (project must have existing feature)	No healthy soils and/or appropriate vegetation present on site 50% of the site's existing vegetated area 75% of the site's existing vegetated area 95% of the site's existing vegetated area	4 4 to 6 5 6 6
			SOIL+VEG C4.5 Conserve special status vegetation (project must have existing feature)		4 4
			SOIL+VEG C4.6 Conserve and use native plants	20% total native plant score 40% total native plant score 60% total native plant score	3 3 to 6 4 6
			SOIL+VEG C4.7 Conserve and restore native plant communities	20% total native plant community score 40% total native plant community score 60% total native plant community score	4 4 to 6 5 6 6
			SOIL+VEG C4.8 Optimize biomass	minimal point score low point score mid point score high point score	1 1 to 6 3 5 5 6
			SOIL+VEG C4.9 Reduce urban heat island effects		4 4
			SOIL+VEG C4.10 Use vegetation to minimize building energy use (project must have building on site)	No buildings present on site Option 1: Reduce energy use - 5% reduction Option 1: Reduce energy use - 7% reduction Option 2: Provide shade structures - 30% shaded Option 2: Provide shade structures - 60% shaded Option 3: Provide a windbreak - one row Option 3: Provide a windbreak - two or more rows	2 1 to 4 4 4 1 2 1 2 2
			SOIL+VEG C4.11 Reduce the risk of catastrophic wildfire (project must be located in fire-prone area)	Project not in a fire-prone area Project is in a fire-prone area	4 4
0	0	0	<b>5: SITE DESIGN - MATERIALS SELECTION</b>	<b>Possible Points:</b>	<b>41</b>
Y			MATERIALS P5.1 Eliminate the use of wood from threatened tree species		
			MATERIALS C5.2 Maintain on-site structures and paving (project must have existing feature)	No structures or paving present on site 10% of the total existing built surface area 20% of the total existing built surface area 30% of the total existing built surface area	2 2 to 4 3 4 4

# SITES SCORE CARD

Project Name: \_\_\_\_\_ Project ID#: \_\_\_\_\_ Date: \_\_\_\_\_

SITES v2 Scorecard						
Estimate points below (key at bottom)						
YES	?	NO	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS
			MATERIALS C5.3	Design for adaptability and disassembly	30% of total materials cost, excluding plants, rocks, and soils	3
					60% of total materials cost, excluding plants, rocks, and soils	4
			MATERIALS C5.4	Use salvaged materials and plants	10% of total materials cost, excluding soils	3
					20% of total materials cost, excluding soils	4
			MATERIALS C5.5	Use recycled content materials	20% of total materials cost, excluding plants and soils	3
					40% of total materials cost, excluding plants and soils	4
			MATERIALS C5.6	Use regional materials	30% of total materials cost	3
					60% of total materials cost	4
					90% of total materials cost	5
			MATERIALS C5.7	Support responsible extraction of raw materials	Option 1: Advocate for sustainable extraction of raw materials	1
					Option 2: Support suppliers that disclose environmental data	3
					Option 3: Support suppliers that meet extraction standards	5
			MATERIALS C5.8	Support transparency and safer chemistry	Option 1: Advocate for transparency and safer chemistry	1
					Option 2: Support manufacturers that disclose chemical data	3
					Option 3: Support manufacturers with chemical hazard assessments	5
			MATERIALS C5.9	Support sustainability in materials manufacturing	Option 1: Advocate for sustainable materials manufacturing	1
					Option 2: Support manufacturers that disclose data on sustainable practices	3
					Option 3: Support manufacturers that achieve sustainable practices	5
			MATERIALS C5.10	Support sustainability in plant production	Option 1: Advocate for sustainable plant production	1
					Option 2: Support producers that disclose data on sustainable practices	3
					Option 3: Support producers that achieve sustainable practices	5

6: SITE DESIGN - HUMAN HEALTH + WELL-BEING Possible Points: 30						
YES	?	NO	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS
			HHWB C6.1	Protect and maintain cultural and historic places (project must have existing feature)	No cultural or historic places present on site	
					Option 1: Historic buildings, structures, or objects	2
					Option 2: Historic or cultural landscapes	3
			HHWB C6.2	Provide optimum site accessibility, safety, and wayfinding		2
			HHWB C6.3	Promote equitable site use		2
			HHWB C6.4	Support mental restoration		2
			HHWB C6.5	Support physical activity		2
			HHWB C6.6	Support social connection		2
			HHWB C6.7	Provide on-site food production	Option 1: Food production	3
					Option 2: Food production and regular distribution	4
			HHWB C6.8	Reduce light pollution		4
			HHWB C6.9	Encourage fuel efficient and multi-modal transportation		4
			HHWB C6.10	Minimize exposure to environmental tobacco smoke	Option 1: Designate smoke-free zones	1
					Option 2: Prohibit smoking on site	2
			HHWB C6.11	Support local economy		3

Project Name: \_\_\_\_\_ Project ID#: \_\_\_\_\_ Date: \_\_\_\_\_

SITES v2 Scorecard						
Estimate points below (key at bottom)						
YES	?	NO	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS
0	0	0	7: CONSTRUCTION Possible Points: 17			17
Y			CONSTRUCTION P7.1	Communicate and verify sustainable construction practices		
Y			CONSTRUCTION P7.2	Control and retain construction pollutants		
Y			CONSTRUCTION P7.3	Restore soils disturbed during construction		
			CONSTRUCTION C7.4	Restore soils disturbed by previous development	low point score	3
					mid point score	4
					high point score	5
			CONSTRUCTION C7.5	Divert construction and demolition materials from disposal	50% of structural materials + 95% of roads / infrastructure materials	3
					75% of structural materials + 95% of roads / infrastructure materials	4
			CONSTRUCTION C7.6	Divert reusable vegetation, rocks, and soil from disposal	100% of land-clearing materials retained for use within 50 miles	3
					100% of land-clearing materials retained on site	4
			CONSTRUCTION C7.7	Protect air quality during construction	50% total run-time hours from Tier 2 or higher engines	2
					50% total run-time hours from Tier 3 or higher engines	3
					50% total run-time hours from Tier 4 or higher engines	4

8. OPERATIONS + MAINTENANCE Possible Points: 22						
YES	?	NO	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS
Y			O+M P8.1	Plan for sustainable site maintenance		
Y			O+M P8.2	Provide for storage and collection of recyclables		
			O+M C8.3	Recycle organic matter	100% of vegetation trimmings recycled / composted off site within 50 miles	3
					100% of vegetation trimmings recycled / composted on site	4
					100% of vegetation trimmings + food waste recycled / composted on site	5
			O+M C8.4	Minimize pesticide and fertilizer use	Option 1: Plant health care plan	4
					Option 2: Best management practices for plant health care	5
			O+M C8.5	Reduce outdoor energy consumption	30% reduction from baseline energy use for outdoor equipment	2
					60% reduction from baseline energy use for outdoor equipment	3
					90% reduction from baseline energy use for outdoor equipment	4
			O+M C8.6	Use renewable sources for landscape electricity needs	Option 1: On-site - 50% annual outdoor site electricity	3
					Option 1: On-site - 100% annual outdoor site electricity	4
					Option 2: Green power - 50% annual outdoor site electricity	3
				Option 2: Green power - 100% annual outdoor site electricity	4	
			O+M C8.7	Protect air quality during landscape maintenance	Option 1: Scheduled maintenance	2
					Option 2: Low-emitting equipment	3
					Option 3: Manual or electric powered maintenance equipment	4

9. EDUCATION + PERFORMANCE MONITORING Possible Points: 11						
YES	?	NO	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS
			EDUCATION C9.1	Promote sustainability awareness and education	Option 1: Educational and interpretive elements	3
					Option 2: Additional education	4
			EDUCATION C9.2	Develop and communicate a case study		3

# SITES SCORE CARD

Project Name: \_\_\_\_\_ Project ID#: \_\_\_\_\_ Date: \_\_\_\_\_

SITES v2 Scorecard						
Estimate points below (key at bottom)						
YES	?	NO	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS
			EDUCATION C9.3	Plan to monitor and report site performance		4
0	0	0	10. INNOVATION OR EXEMPLARY PERFORMANCE Possible Bonus Points: 9			9
			INNOVATION C10.1 (BONUS POINTS)	Innovation or exemplary performance	Option 1: Exemplary performance	3
					Option 2: Innovation outside the SITES v2 Rating System	3

YES	?	NO	TOTAL ESTIMATED POINTS			Total Possible Points:	200
0	0	0					

KEY		SITES Certification levels		Points
YES	Project confident points are achievable	CERTIFIED		70
?	Project striving to achieve points, not 100% confident	SILVER		85
NO	Project is unable to achieve these credit points	GOLD		100
		PLATINUM		135

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RVi Planning and Landscape Architecture  
1611 W 5th Street Suite 175 Austin Texas 78703



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

**Submitted By:** Aniz Alani, Deputy City Attorney

**Council Meeting Date:** September 17, 2024

**Agenda Item Wording:** **Discuss and consider approval of an Interlocal License Agreement between the City of Dripping Springs and Hays County to use property at the Dripping Springs Ranch Park for use as a voting location through the placement of temporary structures.** Sponsor: Council Member Sherrie Parks

**Summary/Background:** City and Hays County staff have developed a License Agreement for the temporary use of a portion of Dripping Springs Ranch Park (DSRP) as a voting location for the November 5, 2024, uniform election, including early voting.

The Licensed Area at DSRP will be used from approximately October 18, 2024 to allow installation before the start of early voting, until November 5, 2024 (Election Day).

Hays County is responsible for installing, maintaining, and removing portable buildings for use as polling stations, with removal no later than 15 days post-election.

The County will install ADA-compliant portable buildings and provide access to voters and election workers for parking and restroom facilities at DSRP.

The City is not charging the County for the use of the Licensed Area, parking spaces, restrooms, or electricity during the voting period.

Should the County require, the City Administrator may issue a temporary storage license for the Portable Buildings at the City's Public Works Maintenance Facility.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approval.

**Attachments:** Draft DSRP Voting Locating License Agreement



# **DSRP VOTING LOCATION LICENSE AGREEMENT**

between

City of Dripping Springs

and

Hays County

Contract No. HAY20240917

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## DSRP VOTING LOCATION LICENSE AGREEMENT

THIS LICENSE AGREEMENT IS ENTERED BY AND BETWEEN THE CITY OF DRIPPING SPRINGS AND HAYS COUNTY.

**WHEREAS**, the City owns and operates Dripping Springs Ranch Park; and

**WHEREAS**, the County desires to use a portion of Dripping Springs Ranch Park as a voting location for the November 5, 2024 uniform election, including early voting; and

**WHEREAS**, as a as a public service, for the benefit and improvement of the community, the County intends to purchase and install two Portable Buildings for Hays County elections located within the Licensed Area; and

**WHEREAS**, the City finds that it is in the best interest of the City and its residents to provide a voting location for State and County elections; and

**WHEREAS** the City and County have mutually agreed to the terms and conditions set forth herein for the County's temporary use of Dripping Springs Ranch Park for this purpose.

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY AND COUNTY AGREE AS FOLLOWS:

### ARTICLE 1. GENERAL

#### 1.1 Recitals

The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

#### 1.2 Effective Date

This Agreement shall be effective on September 17, 2024.

#### 1.3 Term

This Agreement shall remain in effect until the removal of the Portable Buildings in accordance with section 3.3 below.

### ARTICLE 2. DEFINITIONS

In this Agreement:

- (a) **“Agreement”** means this License Agreement;
- (b) **“City”** the City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas;

- (c) **“County”** means Hays County, a political subdivision of the State of Texas;
- (d) **“Dripping Springs Ranch Park”** or **“DSRP”** means the City-owned park and event center located at 1042 Event Center Drive, Dripping Springs, Texas;
- (e) **“Interlocal Agreement”** means the Amended Agreement between the City and the County for Use of the Dripping Springs Ranch Park by the County, Based on Previous Funding of Construction of the Dripping Springs Ranch Park, Formerly Known as Harrison Ranch Park, a Public Property Owned by the City dated November 19, 2023;
- (f) **“License Term”** means the period commencing on October 21, 2024, the first day of early voting,
- (g) **“Licensed Area”** means the portion of Dripping Springs Ranch Park outlined and shaded in dark blue in Exhibit “A” to this Agreement;
- (h) **“Parking Areas”** means the portion of Dripping Springs Ranch Park outlined and shaded in light blue in Exhibit “A” to this Agreement;
- (i) **“Parties”** means the City and Hays County;
- (j) **“Portable Buildings”** means the portable expandable insulated shelters substantially as described in Exhibit “B” to this Agreement;
- (k) **“Temporary Storage Area”** means the area in respect of which a further temporary license is authorized to be issued by the City Administrator by section 3.6 below;
- (l) **“Voting Period”** means the period commencing on October 21, 2024, being the first day of early voting, and ending on November 5, 2024, being the uniform election date.

### **ARTICLE 3. USE OF SPACE AND FACILITIES**

#### **3.1 Grant of License**

The City grants the County the right to install one or more Portable Buildings within the Licensed Area for use as a voting location for the November 5, 2024 uniform election, including early voting.

#### **3.2 County Responsibility**

The County will be responsible for the installation, maintenance, and removal of the Portable Buildings, including ensuring that they are ADA-compliant and connected to the electrical service identified by a green circle adjacent to the Licensed Area in Exhibit “A” to this Agreement.

### **3.3 Delivery and Removal**

The County will coordinate with the City regarding the exact dates for the delivery and removal of the Portable Buildings, provided that the Portable Buildings are delivered to the Licensed Area on or about October 18, 2024 and removed from the Licensed Area no later than fifteen (15) days after the Voting Period ends unless otherwise agreed in writing by both Parties.

### **3.4 Access to Parking Areas**

The County may provide election workers and voters access to the Parking Areas for the purpose of parking vehicles during the Voting Period.

### **3.5 Access to Restrooms**

The County may provide election workers and voters access to the restrooms located in the extension side of the DSRP Event Center during the Voting Period.

### **3.6 Temporary Storage Area**

The City Administrator is authorized to grant a further license to the County permitting the temporary storage of the Portable Buildings at the City's Public Works Maintenance Facility, if requested by the County, upon such terms not inconsistent with this Agreement as the City Administrator may determine.

### **3.7 No Charge for Use**

The City will not charge the County for the use of the Licensed Area, Parking Areas, Temporary Storage Area, or restrooms, or for the electricity required to operate the Portable Buildings.

### **3.8 Restricted Use**

The County agrees to use the Licensed Area and Parking Areas solely for the purpose of conducting early voting and Election Day activities.

### **3.9 Repair**

The County agrees to be fully responsible for any damage to the Licensed Area or Dripping Springs Ranch Park arising from the installation, use, or removal of the Portable Buildings.

### **3.10 Insurance**

Throughout the term of this Agreement and a period of 12 months after the expiration of this Agreement, the County shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability with a minimum limit of liability commensurate with the County's maximum liability exposure under the Texas Tort Claims Act. Upon the City's request, the County shall provide the City with a certificate of insurance and policy endorsements for all insurance coverage required by this section and shall not do anything to invalidate such insurance. The certificate of insurance shall name the City of Dripping Springs as an additional insured. The County shall provide the City with 60 days' advance written notice in the event of a cancellation or material change in the County's insurance policy. Except where prohibited by law, the County shall require its insurer to waive all rights of subrogation against the City's insurers and the City and its employees, servants, agents, officials, volunteers and agents. The County waives the rights to recovery from the City for any injuries that the County and/or the County's agent, servants or employees may sustain in connection with this Agreement.

## **ARTICLE 4. MISCELLANEOUS**

### **4.1 Assignment**

Neither Party's obligations under this Agreement may be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other Party.

### **4.2 Compliance with Laws**

Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and applicable to the Parties performing the terms and conditions of this Agreement.

### **4.3 Entire Agreement**

This Agreement (including any and all Exhibits attached hereto), together with the Interlocal Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. The Parties acknowledge that this Agreement is intended to be complementary to, and interpreted in a manner harmonious with, the Interlocal Agreement. In the event of any inconsistency or conflict between this Agreement and the Interlocal Agreement, the provisions of this Agreement shall prevail to the extent necessary to resolve such conflict while giving effect to the intent of both agreements.

### **4.4 Amendment**

This Agreement may only be amended in writing signed by both parties.

### **4.5 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**4.6 Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

**4.7 Venue**

The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas.

**4.8 Notice**

- (a) All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**  
 Attention: City Administrator  
 City of Dripping Springs  
 P.O. Box 384  
 Dripping Springs, TX 78620

**For the County:**  
 Attention: County Judge  
 Hays County  
 111 E. San Antonio St., Suite 300  
 San Marcos, TX 78666

Attorney's

**With a copy to:**  
 Hays County Criminal District  
 Office – Civil Division  
 111 E. San Antonio St., Suite 202  
 San Marcos, TX 78666  
 Phone: (512) 393.2219

**With a copy to:**  
 Elections Administrator  
 120 Stagecoach Trail  
 San Marcos, TX 78666  
 Phone: (512) 393.7310  
 jennifer.doinoff@co.hays.tx.us

- (b) Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

#### **4.9 Force Majeure**

Each of the Parties shall be excused from any delays and failures in the performance of the terms and conditions of this agreement, to the extent that such delays or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

#### **4.10 Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Agreement delivered by facsimile, e mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

#### **4.11 Section Headings, Exhibits**

The article, section and subsection headings of this Agreement, shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

#### **4.12 Binding Effect**

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

#### **4.13 Survival**

Despite the duration of this Agreement, the following provisions, and the terms and conditions contained therein, shall remain in effect: 1.1 [Recitals], Article 2 [Definitions], 3.2 [County Responsibility], 3.3 [Delivery and Removal], 3.7 [No Charge for Use], 3.9 [Repair], 3.10 [Insurance], 4.3 [Entire Agreement], 4.4 [Amendment], 4.5 [Severability], 4.6 [Governing Law], 4.7 [Venue], 4.8 [Notice], 4.9 [Force Majeure], 4.10 [Execution in Counterparts], 4.11 [Section Headings, Exhibits], 4.12 [Binding Effect], 4.13 [Survival], and 4.14 [Waiver].



**4.14 Waiver**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

**THE CITY:**  
*City of Dripping Springs*

**THE COUNTY:**  
*Hays County*

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

\_\_\_\_\_  
Ruben Becerra  
Hays County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT “A”:  
Proposed Voting Locations**



## EXHIBIT “B”: Portable Building Specifications



### Elite Aluminum Corporation FORTS™ Specifications (38)

FORTS™ (Fold Out Rigid Temporary Shelter) is a portable expandable insulated shelter for temporary housing, and supplying of various services.

#### Standard Unit – Features

Exterior Dimensions - Opened; 19' 6" L x 17' 6" W x 8' 4" H

Interior Dimensions - Opened; 16' L x 17' 1" W x 7' 5" H

Exterior Dimensions - Closed; 19' 6" L x 45" W x 8' 4" H

Useable Space (Interior): 273 sq. ft.

Space when open: 345 sq. ft.

Space when closed: 73.5 sq. ft.

- Features:**
- Wall mount 2 Ton Air Conditioner with 5kW or 8kW heat strip options (16,400 BTUH; 9.00 EER) with thermostat control panel inside of unit
  - One Room, Two Room, Three Room, or Four Room Options
  - Electrical Panel Rated 125AMP, with five (5) 110v tamper resistant outlets.
  - LED lightning, four (4) panels, each provides 240 watts total.
  - Single hung aluminum window with one-eighth inch (1/8") clear tempered glass. Fully insulated construction.
  - Extrusions at corner wall, and roof connections are interlock design to add structural strength
  - Interlocking extrusions are equipped with weather-stripping to help prevent moisture intrusion
  - Patented hinged extrusions to facilitate opening and closing unit.
  - Core Leveling System, with locking casters and forklift pockets for transport.
  - Floor Leveling System with nine (9) leveling arms.
  - Heavy-duty roof, floor, and wall finishes.

Kitchen connection plugs (water inlet, water outlet).  
 Integrated Storage Cabinets.  
 Tool Box – tools for set-up, with level.  
 Repair Kit – paint and patch material.  
 Rated for wind speeds up to 130 mph (with proper anchorage); roof live loads up to 60 lbs. per square ft.  
 Transport: Shipping weight 4500 lbs.  
 Four (4) units in a 40' high cube container or trailer (flatbed or box)

Anchorage: Cast aluminum Earth Anchoring System. **Structure:**

**Core**

A center core structure comprising of a rectangular box structure of heavy-duty extruded aluminum 0.156 inch thick alloy 6063-T6. Components are bolted and welded connections creating a box beam configuration. At Roof location anchors for lifting (if ordered); forklift pockets and six inch (6") locking casters to allow easy movement and transport. Four (4) steel Leveling Jacks at base for leveling of core of the unit.

**Panels:**

Roof, wall and floor, consisting of composite aluminum panels, with expanded polystyrene core, pressure laminated.

Roof panels, three-inch (3") in depth; facings 0.024 aluminum, core one (1) pound density expanded polystyrene; "R" value 13.90. Wall panels, three inch (3") in depth; facings 0.024 aluminum, core one (1) pound density expanded polystyrene; "R" value 13.90. Floor panel, four (4") inch in depth, facings 0.024 aluminum, core two (2) pound density expanded polystyrene, with ¼" AC grade plywood substrate; "R" value 18.56. Acoustical; transmission of sound for expanded polystyrene is an STC of 51.

**Framing/Extrusions/Sheet/Fasteners**

Panels are framed with aluminum extrusions as required. All extrusions are alloy 6063-T6 aluminum only, with minimum thickness 0.09 to 0.18 inches as required. Extrusion framing shall be configured to interlock between the roof and exterior wall panels to create a water and wind barrier at the interconnection and further to create a unified structure for strength. All aluminum facing minimum type 3105-H25; Core PCF (1) or (2) ASTM C-578-83 branded EPS, Adhesive Ashland 2020 ISO Grip.

All fasteners to be 2024-14 or 7075-T73 alloy, non-magnetic stainless steel. SAE grade 5, steel (min) or cadmium plated or other corrosion resistance material complying with 5.1.1C, 2005 *Aluminum Design Manual*, the Aluminum Association, Inc. All aluminum components insulated from dissimilar metals or ground contact to prevent electrolysis.

**Door Unit:**

Aluminum door, thirty-six inch (36") width, eighty-inch (80") height; insulated solid core with thermally broken extruded aluminum frame. "R" value of 9.55.

**Window Unit:**

Aluminum frame, single hung glass pane, utilizing one-eighth inch (1/8") clear tempered glass; design pressure rated for plus 35 PSF to negative 35 PSF; U factor 1.08; solar heat gain coefficient 0.71, with visible transmittance of 0.75.

**Anchorage System:**

Seven inch (7") anchors of die cast aluminum; three-sixteenth inch (3/16") galvanized steel cable; load capacity per anchor of 3,000 lbs., requires four (4) anchors per unit.

**Floor Support/Level System:**

Three inch (3") by three inch (3") by 0.90 steel box beams, G90 galvanized, painted, grey polyester, with one-half inch (1/2") SAE grade 5 threaded adjustment rods and support plates.

**Air Conditioning/Heat Strip System:**

Wall-mounted (2) ton air conditioner cooling, 16,400 BTUH, 60Hz, with 5kW or 8kW heat strip options, heating and cooling system, rotary compressor, green refrigerant R-410A (HFC) non-ozone depleting in compliance with 2010 EPA requirements. Complies with efficiency requirements of ANSI/ASHRAE/IESNA 90.1-2077.

Certified to ANSI/ARI Standard 390-2003 for SPVU; Intertek ETL listed to Standard for Safety Heating and Cooling Equipment ANSI/UL 1995/CSA 22.2 No. 236 – US Third Ed.

**Electrical Supply/Lighting/Data Connections:**

120/240 Volt rated electric, 125 amp, single-phase interior panel board. Includes 125amp Breaker for permanent power connections for shore power/generator. Power provided to utility outlets, lighting, reverse cycle air conditioning unit and optional kitchen unit, LED panels four (4) provides 240 watts total. One (1) data Port for phone and Internet connections. Data port = CAT5e

**Structural Performance:**

Roof panel; transverse load and concentrated load test, loads to 80 PSF with two (2) times safety factor, per ASTM E-72-05, section 11.3.1.1.

Diaphragm / Racking load test, loads to 5,000 pounds per ASTM E-72-05, Section 11.3.1.1.

Impact, cyclic pressure and wind loading, loads to design pressure of +43/-70 per TAS 201, TAS 202, TAS 203 and ASTM E72.

Uplift resistance test, loads to design pressure of +43/-70 per ASTM E72.

**Wall Panels:**

Transverse Load Test, load pressure to negative 56.53, per ASTM E72-05, Section 11.3.1.1.

Diaphragm / Racking Load Test, loads to 6000 pounds per ASTM E72-095, Section 11.3.1.1.;

compression test, loads to 16,000 pounds, per ASTM E72-05, Section 11.3.1.1; Tension test, loads to 5000 pounds per ASTM E72-05, Section 11.3.1.1.

Impact, cyclic pressure, static wind loading, loads to design pressure of +43/-70 per TAS 201, TAS 202, TAS 203, and ASTM 72.

**Finishes:**

**Roof covering:** Fleece back membrane (polyolefin based, thermoplastic, heat-weldable membranes, polyester reinforced. Thickness 0.045 inch, UL Class "A" and FM Class 1-90 classifications available. Energy Star: initial solar reflectance, solar spectrum reflectometer white 0.87 / tan 0.68; CRRC: ASTM C1549 initial solar reflectance , white 0.79, tan 0.71; LEED thermal emittance, ASTM E408, white 0.95, tan 0.95; SRI (solar reflectance index) ASTM E1980, white 110, tan 88 reinforced fabric membrane meeting or exceeding requirements of ASTM 06878.

**Wall Finish:** ACRA-LASTIC 2700 high built acrylic elastomeric coating; VOC compliant.

**Floor Coverings:** Tough-ply, 0.050 inch thick nickel plate covering; polyolefin based thermoplastic with polyester reinforced membrane.

**Approvals/Compliance:**

ICC (International Code Council) ESR-1599  
Roof and Wall panels.

State of Florida Approvals for roof and wall panels, impact and non-impact, FL 5500, FL 7561, and FL 12225

State of California Approval for roof panels, wall panels, roof systems and wall systems. FBH3, FBH4, FBH5, SPA 269-4, and SPA 269-5.

Compliant with 2012 International Building Code, 2012  
International Residential Code,  
ASCE-7-10, 2010 Aluminum Design Manual.

Underwriters Laboratories, Inc., Listed UL 1715 (Interior) 5N46  
Underwriters Laboratories, Inc., Listed Class "B" (Exterior) 4N08,  
Electric per National Electric Code All  
electric devices are UL Listed Energy  
Star – Roof Coating rated.

**Fire Compliance:**

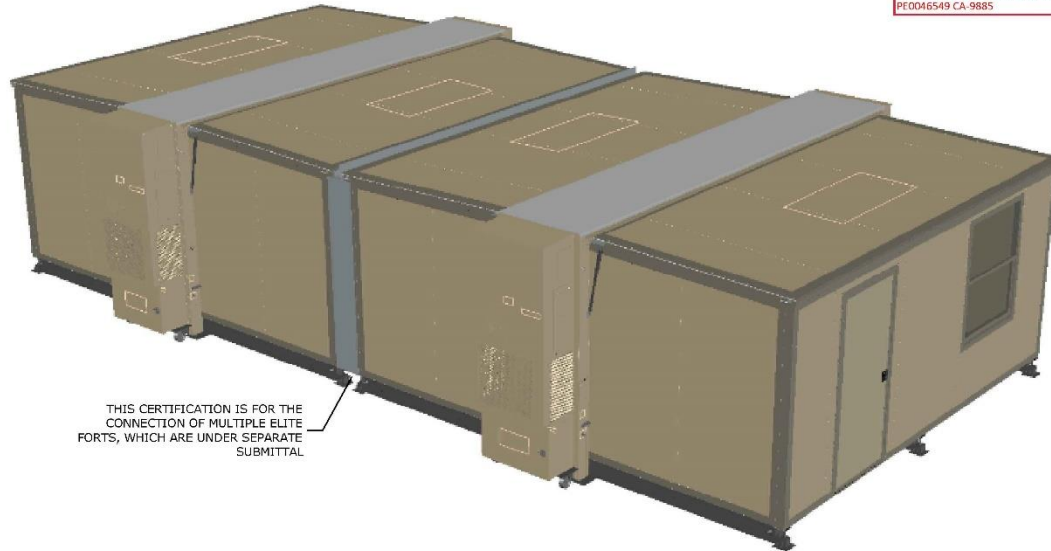
The FORTS Unit and panels are compliant with the following:  
UL 1715 (UBC 17-5) Room Corner Test.

Fire test of Internal Finish Materials as classified by Underwriters Laboratories, Inc.  
File No. R15413.

Class "B" (Full) Exterior Fire Resistances per ASTM E108-91A. Three classes of fire test exposures, spread of flame, intermittent flame and burning Brands.  
Classified by Underwriters Laboratories, Inc., File No. R 15373.

Class "A" Spread of Flame for exterior fire resistance, per ASTM E108-07A, Southwest Research, Department of Fire Technology.  
UBC 26-3 Room Fire Test Standard. 15 minutes interior. Southwest Research, Department of Fire Technology.

# ELITE FORTS: STRUCTURE SUPPORT EPCOT EDITION FOR TANDEM UNIT



THIS CERTIFICATION IS FOR THE CONNECTION OF MULTIPLE ELITE FORTS, WHICH ARE UNDER SEPARATE SUBMITTAL

VALID ONLY FOR ZIP CODE: 646 S Victory Way  
 Reunion, Osceola, Florida 34747  
 VALID ONLY FOR: Fort Services  
 FOR PERMIT USE WITHIN 14 DAYS OF DIGITAL SEAL  
 PE0046549 CA-9885

CERTIFIED UP TO:  
 +50.26 / -67.01 PSF  
 (USE THE ABOVE VALUES FOR WINDOW AND DOOR SELECTION)

MWFRS MAXIMUM LOADS:  
 ROOF: -26.77 PSF/+26.77 PSF  
 WALLS: -14.13 PSF/+16.92 PSF



Digitally signed by Frank Bennardo  
 Date: 2020.06.16 15:25:54 -0400  
 VALID ONLY WITH RAISED ENGINEER SEAL

**EX ENGINEERING EXPRESS**  
 100 SW 13TH AVENUE # 105  
 DEERFIELD BEACH, FL 33445  
 PH: (954) 354-9560 FAX: (954) 354-0443  
 WWW.ENGINEXP.COM  
 CHIEF OF AUTH. BRANCH  
 A FRANK L. BENNARDO, P.E., INC. INNOVATION

**ELITE ALUMINUM CORPORATION**  
 4650 LYONS TECHNOLOGY PARKWAY  
 COCONUT CREEK, FL 33073  
 ELITE FORTS  
 FOLD-OUT RIGID TEMPORARY STRUCTURE

**FORTS**  
 FOLD-OUT EQUIPMENT

### GENERAL NOTES:

- 1) THIS STRUCTURE HAS BEEN DESIGNED & COMPLIES WITH THE REQUIREMENTS OF THE EPCOT BUILDING CODE 2015 EDITION. USING LOADING CRITERIA OUTLINED HEREIN, STRUCTURE SHALL BE FABRICATED IN ACCORDANCE WITH ALL GOVERNING CODES. BUILDER SHALL INVESTIGATE AND CONFORM TO ALL LOCAL BUILDING CODE AMENDMENTS WHICH MAY APPLY. DESIGN CRITERIA OR SPANS BEYOND STATED HEREIN REQUIRE ADDITIONAL SITE SPECIFIC SEALED ENGINEERING. ALL WIND LOADS BASED ON V<sub>ult</sub>=186 MPH (V<sub>asd</sub> EQUIVALENT=145 MPH), RISK CATEGORY III, EXPOSURE 'C', K<sub>d</sub>=0.85, K<sub>t</sub>=1.0 (FLAT OR UNOBSTRUCTED TERRAIN ONLY), ENCLOSED (G<sub>cp</sub>=+/-0.18), 15' MRH PER ASCE 7-10 AS APPLICABLE.
- 2) THIS STRUCTURE IS INTENDED TO PROVIDE TEMPORARY SHELTER AND IS NOT INTENDED AS AN IMPACT PROTECTION SYSTEM OR AS HABITABLE SPACE FOR PERMANENT USE. THE ELITE FORT IS NOT INTENDED FOR USE IN HIGH WIND EVENTS, AND SHALL BE PROPERLY DISASSEMBLED PRIOR TO, SUSTAINED ULTIMATE WIND SPEEDS OF 130MPH OR GREATER. THESE DOCUMENTS ARE NOT FOR A SPECIFIC SITE, AN ONSITE DESIGN PROFESSIONAL OR THE AUTHORITY HAVING JURISDICTION SHALL VERIFY THAT 100MPH IS VALID FOR USE WHERE THIS STRUCTURE IS ERECTED.
- 3) COMPOSITE ROOF AND WALL MEMBERS SHALL BE CONSTRUCTED USING MINIMUM TYPE 3105-1025 ALUMINUM FACINGS, (1) OR (2) PCF ASTM C-578-83 BRAND EPS ADHERE TO ALUMINUM FACINGS WITH ASHLAND CHEMICAL 2020D ISO GRIP. FABRICATION TO BE BY ELITE PANEL PRODUCTS ONLY IN ACCORDANCE WITH APPROVED FABRICATION METHODS.
- 4) ALL EXTRUSIONS SHALL BE ALUMINUM ALLOY TYPE 6063-T6 ONLY, UNLESS OTHERWISE NOTED.
- 5) ALL FASTENERS TO BE 316 SS NON-MAGNETIC STAINLESS STEEL, SAF GRADE 5 STEEL MIN, OR CADMIUM PLATED OR OTHER CORROSION RESISTANT MATERIAL AND SHALL COMPLY WITH THE 2010 ALUMINUM DESIGN MANUAL, THE ALUMINUM ASSOCIATION, INC., & APPLICABLE FEDERAL, STATE, AND LOCAL CODES. FOR ALUMINUM MEMBERS ALL ANCHORS SHALL BE SPACED WITH 2xDIAMETER END DISTANCE AND 2.5xDIAMETER MIN. SPACING TO ADJACENT ANCHORS, UNLESS NOTED OTHERWISE.
- 6) FASTENERS SHALL HAVE A HEAD AND/OR BE PROVIDED WITH 1/2" DIAMETER WASHER MINIMUM UNLESS NOTED OTHERWISE. ANY FASTENER STRIPPED OR NOT ADEQUATELY HOLDING SHALL BE REPLACED.

- 7) ANCHORAGE OF SYSTEM TO GROUND SHALL FOLLOW ALL MANUFACTURERS REQUIREMENTS AND ARE THE EXPRESS RESPONSIBILITY OF THE BUILDER. MANUFACTURER DATA SHEETS FOR EARTH ANCHORS MUST BE ATTACHED TO THIS DOCUMENT OR ANCHOR-TIE-DOWN DETAILS ARE INVALID.
- 8) THE BUILDER IS RESPONSIBLE TO INSULATE ALUMINUM MEMBERS FROM DISSIMILAR METALS TO PREVENT ELECTROLYSIS.
- 9) WINDOWS AND DOORS SHALL BE BY OTHERS IN ACCORDANCE WITH REQUIRED WIND PRESSURES STATED IN TABLES & SHALL MEET ALL WIND LOAD REQUIREMENTS. THIS ENCLOSURE IS NOT IMPACT RESISTANT. SHUTTERS SHALL NOT BE INSTALLED TO THIS ENCLOSURE.
- 10) ALUMINUM MEMBERS IN CONTACT WITH EARTH OR DISSIMILAR MATERIALS SHALL BE PROTECTED IN ACCORDANCE WITH APPLICABLE CODE REQUIREMENTS.
- 11) ELECTRICAL GROUND AND ALL RELATED WIRING AND CONSIDERATIONS TO BE DESIGNED BY OTHERS AS REQUIRED.
- 12) MAXIMUM OVERALL WIDTH = 17'-8 1/2", MAX OVERALL LENGTH = 17'-6", MAX RIDGE HEIGHT = 8'-6", MAX WIND VELOCITY & EXPOSURE V<sub>ult</sub> = 130MPH, 'C', SITE SPECIFIC ENGINEERING REQUIRED FOR ANY DETAIL WHICH DEVIATES FROM THIS PLAN OR BEYOND THESE LIMITATIONS.
- 13) ENGINEER SEAL AFFIXED HERETO VALIDATES STRUCTURAL DESIGN AS SHOWN ONLY. USE OF THIS SPECIFICATION BY CONTRACTOR, et al. INDEMNIFIES AND SAVES HARMLESS THIS ENGINEER FOR ALL COSTS AND DAMAGES INCLUDING LEGAL FEES AND APPELLATE FEES RESULTING FROM MATERIAL FABRICATION, SYSTEM ERECTION, AND CONSTRUCTION PRACTICES BEYOND THAT WHICH IS CALLED FOR BY LOCAL, STATE, AND FEDERAL CODES AND FROM DEVIATIONS OF THIS PLAN.
- 14) THIS ENGINEER HAS NOT VISITED THIS JOB-SITE. INFORMATION CONTAINED HEREIN IS GENERIC AND DOES NOT PERTAIN TO ANY SPECIFIC PROJECT LOCATION. THIS ENGINEER SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ERRONEOUS OR INACCURATE DATA OR MEASUREMENTS.
- 15) EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO ADDITIONAL CERTIFICATIONS OR AFFIRMATIONS ARE INTENDED.

REMARKS	DRWN	CHKD	DATE
INT ISSUE	CSL	TSB	06/17/21
REV FOR CHANGE ORDER	CSL	TSB	07/29/21
REV FOR 2021 ISG	CSL	TSB	04/15/23

THIS DOCUMENT IS THE PROPERTY OF FRANK L. BENNARDO, P.E., INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

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**1 ISO VIEW**  
SCALE: N.T.S.  
VIEW

**2 ELEVATION VIEW**  
SCALE: N.T.S.  
VIEW

**3 ELITE FORT CONNECTION ADAPTER**  
SCALE: 3"=1'-0"  
VIEW

**3 ATTACHMENT DETAIL**  
SCALE: 12"=1'-0"  
VIEW

ELITE FORT PER SEPARATE SUBMITTAL

17'-6" MAX.

(2) 2x12X0.1875" ALUMINUM

17'-6" MAX.

9'-0" MAX.

INSIDE OF ELITE FORT

1'-0" MAX.

1/8" RIVNUT, 8" O.C., 4" FROM ENDS, TYP.

1/8"

1/8" WELD TYP. 4043 ALLOY

3/4"

1'-0"

2"X12"X3/4" ALUMINUM TUBE (6063-T6 MIN.) (CONTINUOUS)

1/4"

1/8" WELD TYP. 4043 ALLOY

1'-3 1/2"

6063-T6 ALUMINUM (CONTINUOUS)

3/8" 6063-T6 ALUMINUM (CONTINUOUS)

1/2" RIVNUT, 8" O.C., 4" FROM ENDS, W/ 3/4" MIN. TYP.

3/4"

ELITE FORT PANEL BELOW, TYP.

8"

1'-0"

ELITE PANEL (PER SEPARATE CERT.)

EXISTING ALUMINUM CHANNEL 0.09" MIN. TYP.

6061-T6 ALUMINUM

**REVISIONS**

NO.	DATE	BY	CHKD.	APP.	DESCRIPTION
1	06/17/11	CSL	TSB		ISSUE FOR PERMITS
2	07/28/11	CSL	TSB		REV FOR CODE CONC.
3	04/19/12	CSL	TSB		REV FOR PERMITS
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5					

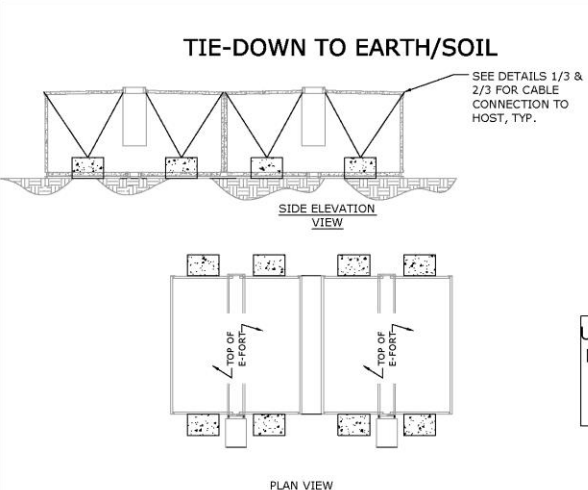
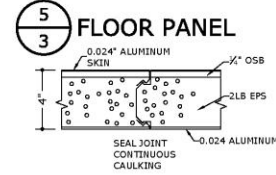
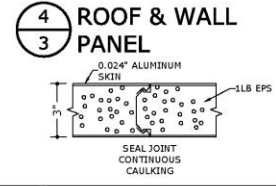
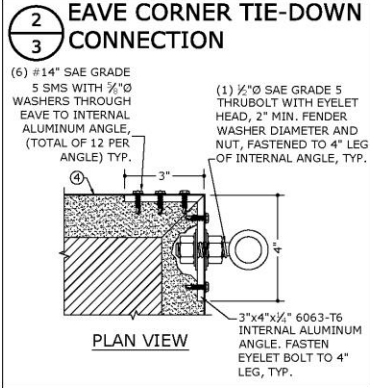
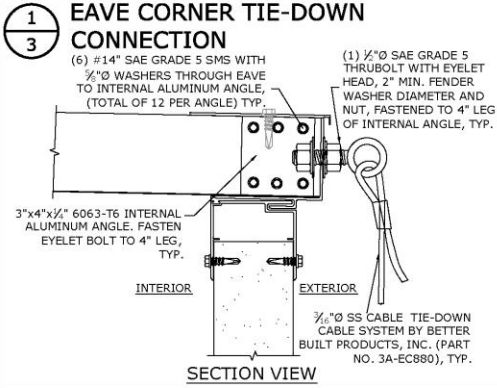
**ELITE ALUMINUM CORPORATION**  
4650 LYONS TECHNOLOGY PARKWAY  
COCONUT CREEK, FL 33073  
ELITE FORTS  
FOLD-OUT RIGID TEMPORARY STRUCTURE

**FRANK L. BERNARDO, P.E.**  
# 920046348  
VALID FOR (1) JOB; ONLY VALID ONLY WITH RASD ENGINEER SEAL

**EX ENGINEERING EXPRESS**  
160 SW 12TH AVENUE, # 106  
DEERFIELD BEACH, FL 33442  
PH: (954) 354-0660 FAX: (954) 354-0443  
WWW.ENGINEEXP.COM  
CERT. OF AUTH. #8888  
A. FRANK L. BERNARDO, P.E., INC. INNOVATION

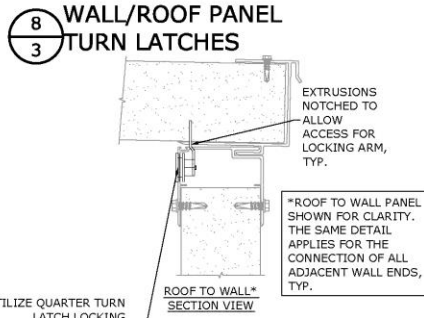
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# ELITE FORTS- FOLD-OUT RIGID TEMPORARY SHELTER



USE (8) 1750 LB PADS, DISTRIBUTED EVENLY AROUND, 14000 LB TOTAL.

\*THIS PLAN VIEW IS FOR DIAGRAMMATICAL PURPOSES ONLY



**TURN LATCH SCHEDULE:**

ROOF PANEL TO WALL CONNECTION	(1)- 12" FROM EACH CORNER & AN IN-BETWEEN BALANCE AT 44" MAX O.C. (TOTAL OF 5 ALONG TOP OF WALL)
ADJACENT WALL END CONNECTIONS	(1)- 12" FROM EACH CORNER & (1) AT CENTER OF VERTICAL WALL HEIGHT (TOTAL OF 3 ALONG VERTICAL WALL ENDS)

FRANK L. BERNARDO, P.E.  
#FE006345

FL

VALID FOR (1) JOB(S) ONLY  
VALID ONLY WITH SIGNED ENGINEER SEAL

ENGINEERING EXPRESS®

160 SW 12th AVENUE # 106  
DEERFIELD BEACH, FL 33442  
PH: (954) 354-0650 FAX: (954) 354-0443  
WWW.ENGEXP.COM

CERT. OF AUTH. #8888  
A. FRANK L. BERNARDO, P.E., INC. INNOVATION

ELITE ALUMINUM CORPORATION  
4650 LYONS TECHNOLOGY PARKWAY  
COCONUT CREEK, FL 33073

ELITE FORTS™  
FOLD-OUT RIGID TEMPORARY STRUCTURE

REVISIONS	DATE	DESCRIPTION
1	05/17/11	ISSUE FOR PERMITS
2	07/28/11	REV FOR CONE CONC.
3	04/15/12	REV FOR 2017 IBC

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**18-6470**

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

**Submitted By:** Dane Sorensen, Utilities Director

**Council Meeting Date:** 09/17/2024

**Agenda Item Wording:** **Discuss and consider approval of a Park Irrigation Extension Installation and Use Agreement between the City of Dripping Springs and Dripping Springs Youth Sports Association, Inc. regarding the extension and use of reuse water for irrigation purposes at Sports and Recreation Park and Founders Park. Sponsor: Mayor Bill Foulds, Jr.**

**Agenda Item Requestor:**

**Summary/Background:** This agreement is for the purchase of reclaimed water by DSYSA from the City for irrigation at City parks being used by DSYSA. The agreement sets pricing, maximum liability for DSYSA, and a minimum usage requirement. The City will be responsible for operating and maintaining irrigation equipment including pipes, irrigation heads, pumps, and controllers. The agreement also fulfills prior obligation to previous agreements with DSYSA concerning providing irrigation water and extending irrigated areas at city parks.

**Commission  
 Recommendations:**

**Recommended  
 Council Actions:** City Staff recommends approval of the Agreement with DSYSA for the purchase of reclaimed water to be used for irrigation.

**Attachments:**

**Next Steps/Schedule:**



## PARK IRRIGATION EXTENSION INSTALLATION AND USE AGREEMENT

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

**WHEREAS**, the Dripping Springs Youth Sports Association, Inc. (“DSYSA”) is a Texas non-profit corporation whose purpose is to provide to the youth of Dripping Springs and surrounding areas sports programs that encourage a healthy lifestyle, teamwork, leadership, sportsmanship, and volunteerism; and

**WHEREAS**, the City and DSYSA have entered into agreements since January 1, 1999 allowing DSYSA to use a portion of the City’s Founders Memorial Park (“Founders Park”) and Sports and Recreation Park (“Sports Park”) for youth athletic programs; and

**WHEREAS**, the City and DSYSA are currently parties to a ten-year Maintenance and Use Agreement dated June 15, 2017 providing for the maintenance and use of a portion of Founders Memorial Park and Sports Park (the “2017 Agreement”); and

**WHEREAS**, the City and DSYSA are currently parties to a four-year Maintenance and Use Agreement dated March 4, 2022 providing for the maintenance and use of Adult Softball Fields at Sports Park (the “2022 Agreement”); and

**WHEREAS**, pursuant to the 2017 Agreement, DSYSA maintains the portion of the Sports Park consisting of the Youth Baseball Field and the Youth Softball Field; and

**WHEREAS**, DSYSA currently uses potable water supplied by the Dripping Springs Water Supply Corporation to irrigate the lawns at Founders Park and Sports Park, subject to applicable water restrictions and variances, including the Youth Baseball Field and Youth Softball Fields pursuant to the 2017 Agreement; and

**WHEREAS**, the 2017 Agreement and 2022 Agreement contemplate the City’s adaptation of Sports Park for reclaimed effluent water (i.e., 210 water reuse);

**WHEREAS**, the City is converting the existing irrigation systems at Founders Park and Sports Park for use with reclaimed effluent water, which is available at a lower cost than potable water and is not subject to the same water restrictions as potable water supplied by the Dripping Springs Water Supply Corporation; and

**WHEREAS**, the City and DSYSA now desire to extend the converted Sports Park irrigation system to serve the Adult Softball Fields at Sports Park as depicted in Exhibit “A” to the 2022 Agreement (the “Irrigation Extension”); and

**WHEREAS**, the City agrees to pay for the capital cost of the Irrigation Extension; and

**WHEREAS**, the City agrees to supply reclaimed water for use in the Sports Park irrigation system, including the Irrigation Extension, and DSYSA agrees to take delivery of a minimum amount of reclaimed water;

**WITNESSETH**, that the City and DSYSA for the considerations stated herein mutually agree as follows:

1. **Statement of Contribution.** The City agrees to procure and pay for the Irrigation Extension in full and final satisfaction of the City's obligation to reimburse DSYSA for the City's Parks & Community Services' usage of the Adult Softball Fields pursuant to the 2022 Agreement and the City's obligation to contribute toward the water used for irrigation pursuant to the 2017 Agreement.
2. **Notice of Adaptation.** The parties agree that, by entering into this Agreement, the City has provided adequate notice of its election to adapt Sports Park for 210 water reuse as contemplated under the 2017 Agreement and 2022 Agreement.
3. **Reclaimed Water Supply:** Effective October 1, 2024, DSYSA will be a customer of the City for the supply of reclaimed water for irrigation purposes during the term of this Agreement and subject to all terms and conditions applicable to the City's reclaimed water customers at rates customarily available to the City's reclaimed water customers in a category of service that, in the City's determination, most closely matches DSYSA's irrigation use. Despite anything in this Agreement, DSYSA's maximum liability for reuse water consumption will not exceed \$120,000 during the first year of this Agreement.
4. **Minimum Water Taking:** Despite anything in this Agreement or any term or condition applicable to the City's reclaimed water customers, DSYSA agrees that, during each calendar month after November 15, 2024, it will consume no less than the quantity of reclaimed water equal to 44,000 gallons multiplied by the number of days in the calendar month (the "Monthly Minimum Quantity"). If, for any reason, DSYSA determines that it will be unable to comply with this provision in any calendar month, DSYSA must notify the City's Utility Director in writing as soon as possible and work with the City to accommodate consumption of reclaimed water as necessary to maintain the City's total demonstrated firm reclaimed water demand.
5. **Minimum Water Charge:** DSYSA agrees to pay for the volume of reclaimed water represented by Monthly Minimum Quantity for each calendar month, or such greater amount of reclaimed water consumed by DSYSA during the calendar month. DSYSA will not be required to pay for more than the amount of reclaimed water consumed by DSYSA during a calendar month if, due to circumstances beyond DSYSA's control such as an interruption in water service or extreme rainfall, it would be unreasonable to consume the Monthly Minimum Quantity during the calendar month and DSYSA complied with its duty to mitigate under section 4.
6. **Minimum Water Expiry:** Sections 4 and 5 of this Agreement, and DSYSA's obligation to consume and pay for the Monthly Minimum Quantity of reclaimed water, expire the calendar month after either of the following events:

- a. the in-service date of the City’s Southwest Regional Wastewater Treatment Plant, or
- b. the City, acting reasonably, determines that the City’s total demonstrated firm reclaimed water demand minus the Monthly Minimum Quantity is sufficient to obtain the same quantity of beneficial reuse credits authorized under 30 Texas Administrative Code Chapters 222 and 309 as would have been obtained had the Monthly Minimum Quantity been consumed in accordance with section 4..

- 7. **Annual Review:** The Parties agree to review this Agreement at least once per year to discuss potential amendments. As part of the annual review, the City will determine and advise DSYSA of the feasibility of decreasing or eliminating the Monthly Minimum Quantity to reflect the City’s total demonstrated firm reclaimed water demand.
- 8. **Relationship of Parties:** It is understood by the parties that DSYSA 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 DSYSA. The City may contract with other individuals or firms for services of any kind.
- 9. **Assignment:** DSYSA’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.
- 10. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**

Attention: City Administrator  
City of Dripping Springs City  
P.O. Box 384  
Dripping Springs, TX 78620

**For DSYSA:**

Attention: President  
Dripping Springs Youth Sports Association, Inc.  
PO Box 637  
Dripping Springs, TX 78620

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 11. **Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement, and the 2017 Agreement or the 2022 Agreement, this Agreement shall prevail to the extent of the inconsistency.
- 12. **Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

**13. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**14. 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.

**15. Applicable Law:** The laws of the State of Texas shall govern this Agreement.

**16. Governing Law and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

**17. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

*City of Dripping Springs*

*Dripping Springs Youth Sports Association, Inc.*

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

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



<i>Ongoing Projects</i>	
Comprehensive Plan	Public Workshop September 25
Cannon Mixed-Use	Awaiting Resubmittal
PDD2023-0001 Madelynn Estates	Dormant
PDD2023-0002 Southern Land	Under Review
PDD2023-0003 ATX RR12 Apartments	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
SD2021-0033 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	Approved w/ Conditions
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
SD2022-0013 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
SD2022-0018 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
SD2022-0024 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	Approved w/ Conditions
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting 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
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.	Waiting on Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on Resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting on Resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Approved w/ Conditions
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting on Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings	Waiting on Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	Approved w/ Conditions
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site	Waiting on Resubmittal
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales	Waiting on Resubmittal
SD2024-003 Julep Commercial Park West	ETJ	14131 Trautwein Rd	2.95 acres site of mixed use commercial buildings with driveway, water quality and detention pond.	Waiting on Resubmittal
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional warehouse buildings with associated site improvements	Waiting on Resubmittal
SD2024-005 Dripping Springs ES #6	ETJ	Mira Vista	55,000 sq ft new elementary school in Headwaters	Approved w/ Conditions
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential units with parkland and roadway connections.	Waiting on Resubmittal
SD2024-008 AutoZone 5807 Dripping Springs	CL	US Hwy 290	Retail parts store.	Waiting on Resubmittal
SD2024-010 Austin Ridge Bible Church	ETJ	3100 E Hwy 290	Church campus, with worship center, driveways, parking, detention, and park area.	Waiting on Resubmittal
SD2024-011 Patriot Erectors CZP	ETJ	3023 West Hwy 290	Detention pond.	Waiting on Resubmittal
SD2024-012 5285 Bell Springs Rd	ETJ	5285 Bell Springs Rd	Private religious educational facility and associated improvements.	Under Review
SD2024-013 Cowboy Church of the Hill Country	ETJ	207 Darden Hill Road	Construction of a church building and accompanying site improvements.	Waiting on Resubmittal
SD2024-014 Pear Tree Commercial	ETJ	27322 RR 12	Existing commercial space. Pave the parking area and provide water quality treatment of that area.	Waiting on Resubmittal
SD2024-015 JWLP Parking Addition	CL	249 Sportplex Dr	Parking lot adjacent to existing commercial site.	Approved w/ Conditions
SD2024-016 UG Boat and RV Storage	ETJ	31301 RR 12	Open air rv and boat storage.	Waiting on Resubmittal

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved w/ Conditions
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approved w/ Conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved w/ Conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved w/ 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 on Resubmittal
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting on Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 Hays Country Acres Rd	50 Lot subdivision in Dripping Springs ETJ	Approved w/ Conditions
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting on Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting on 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	Approved w/ Conditions
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	Approved w/ Conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approved w/ Conditions
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved w/ Conditions
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting on Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting on Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Approved w/ Conditions
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approved w/ Conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting on Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Approved w/ Conditions
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting on Resubmittal
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Approved w/ Conditions
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approved w/ Conditions
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining three lots into one.	Approved w/ Conditions
SUB2023-0050 Sanctuary Subdivision CP	ETJ	1111 Hays Country Acres Rd	48 residential lots ranging from 1.6 acres to 2	Approved w/ Conditions
SUB2023-0051 Gateway Village Phase 1 CP	CL	HWY 290	144 Single family lots.	Approved w/ Conditions
SUB2024-004 Driftwood Subdivision, Phase Four, Block A, Lots 8 and 9 Amending Plat	ETJ	2236-2266 Thurman Roberts Way	Combine lots 8 and 9, Block A into one lot, 8-A	Waiting on Resubmittal
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting on Resubmittal
SUB2024-006 Sanctuary Dripping Springs Final Plat	ETJ	1111 Hays Country Acres Rd	57 lots subdivision	Approved w/ Conditions
SUB2024-007 Plat Amendment - Esperanza Subdivision Phase Two, Block 4, Lot 22	CL	613 Yellow Bell Run	Amending single family lot	Approved w/ Conditions
SUB2024-008 Skylight Hills Final Plat	ETJ	13001 and 13111 High Sierra	Subdivide into 5 lots.	Waiting on Resubmittal
SUB2024-009 Blue Creek Subdivision, Lots 16 & 17 Am	ETJ	500 Blue Creek Drive	Adjusting lot lines to transfer 3.65 acres	Approved w/ Conditions
SUB2024-010 Maddox Ranch	ETJ	500 Shelton Ranch Rd	2 lot minor plat.	Waiting on Resubmittal
SUB2024-011 Driftwood Golf and Ranch Club, Phase One, Block A, Lots 14, 15, and 16 Amending Plat	ETJ	Club Ranch Court	Combine three lots into two.	Waiting on Resubmittal
SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat	CL/ETJ	230 Post Oak Drive	Combine two existing lots into one.	Waiting on Resubmittal
SUB2024-013 Richford Subdivision, Lot 2 Replat	ETJ	14331 Canonade	Divide existing lot into two.	Waiting on Resubmittal
SUB2024-015 Gateway Village Phase 1	CL	US 290	Final plat for 144 single family subdivision.	Waiting on Resubmittal
SUB2024-016 Replat of Dripping Springs Retail Center Subdivision	CL	598 E Hwy 290	Combine one platted lot and one unplatted lot to create 35.7 acres.	Waiting on Resubmittal
SUB2024-017 Wild Ridge Phase 2 Final Plat	CL	Shadow Ridge Parkway	152 single family residential lots.	Waiting on Resubmittal
SUB2024-019 Driftwood Subdivision, Phase 5, Preliminary Plat	ETJ	Thurman Roberts Way	13 lots. 10 residential, 2 open space, and 1 private.	Waiting on Resubmittal
SUB2024-020 JWLP Parking Addition Amending Plat	CL	249 Sportplex Drive	Combing two lots to allow additional parking lot for existing site plan.	Approved w/ Conditions
SUB2024-021 Village Grove Phase 2A Subdivision	CL	Village Grove Parkway	Infrastructure for 64 single family residential lots on 18.206 acres	Under Review
SUB2024-022 Driftwood Falls Estates, Lots 5A & 6A Amending Plat	ETJ	700 South Creekwood Dr	Adjusting lot line between two properties.	Under Review
SUB2024-023 WT Chapman, Lots 1A and 2 Amending Plat	CL	216 South Bluff St	Combine two lots into one.	Under Review
SUB2024-024 Heritage Phase 4 Subdivision	CL	Sportsplex Drive	115 single family lots on 31.80 acres	Under Review
SUB2024-025 Village Grove Phase 3 Subdivision	CL	Village Grove Parkway	115 single family lots on 30.04 acres	Under Review

In Administrative Completeness	Filing Date
SUB2023-0001 Village Grove Phase 2B Townhome Infrastructure	18-Sep
SD2023-0013 10 Federal	18-Sep
SD2022-0019 Double L Ranch Phase 1 CP	18-Sep
ADMIN2024-052 CFA 4181 Belterra Village Site Modifications	18-Sep
SD2024-001 Roxie's at Dripping Springs	18-Sep
ADMIN2024-053 301 US 290	27-Sep