



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, December 19, 2023, at 6:00 PM

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

People & Communications Director Lisa Sullivan

Deputy Public Works Director Craig Rice

IT Director Jason Weinstock

Deputy City Secretary Cathy Gieselman

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 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.

PRESENTATIONS

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

- 1. Recognition of Park Maintenance Worker Fletcher Engstrom**

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.

- 2. Approval of the December 5, 2023, City Council regular meeting minutes.**
- 3. Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County. Applicant: Tony Corbett**
- 4. Approval of a Professional Services Agreement between the City of Dripping Springs and Freese and Nichols for Mercer St. Sidewalks PS&E.**
- 5. Approval of a Resolution Accepting Improvements and a Maintenance Bond for Arrowhead Ranch Subdivision Offsite Wastewater. Applicant: DNT Construction, LLC**
- 6. Approval of the November 2023 Treasurer's Report.**

BUSINESS AGENDA

- 7. Discuss and consider approval of a Roadway Agreement related to Double L Development Transportation Phasing pursuant to the Amended and Restated Development Agreement. Pablo Martinez, PE, Brown & Gay Engineers**
- 8. Public hearing and possible discussion regarding an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes.**
- 9. Public hearing and discussion regarding Ordinance regarding ZA2023-0002: an application for a zoning map amendment from Local Retail (LR) to Commercial Services (CS) for approximately 0.89 acres out of the North 40 subdivision located at 105 Brookside. Applicant has requested postponement to the January 16, 2023, City Council meeting. Applicant: Jon Thompson**
- 10. Discuss and consider approval of a Wastewater Easement from Dripping Springs Partners commonly known as the Burke Easement and approval of Reimbursement pursuant to the Wastewater Utility Service and Fee Agreement with Dripping Springs Partners, LLC related to Planned Development District No. 14.**
- 11. Discuss and consider Acceptance of approximately seven (7) acres of property adjacent to Sports and Recreation Park and as part of the Village Grove Subdivision pursuant to the Donation Agreement with Dripping Springs Partners.**

- 12. Public hearing and consideration of approval of an Ordinance amending the Fee Schedule as it relates to Construction Plan and certain Pool Permit Reviews. *Sponsor: Mayor Bill Foulds, Jr.***
 - a. Staff Report
 - b. Public Hearing
 - c. Ordinance

- 13. Discuss and consider approval of an Amended Interlocal Agreement between the City of Dripping Springs and Hays County as it relates to use of the Dripping Springs Ranch Park. *Sponsor: Council Member Sherrie Parks.***

- 14. Discuss and consider approval of a Fiscal Sponsorship Fund Agreement with the Dripping Springs Community Foundation related to charitable funding of Visitors Bureau programs and related Fiscal Sponsorship Guidelines. *Sponsor: Council Member Sherrie Parks.***

- 15. Discuss and consider approval of membership into the OMNIA Partners Cooperative purchasing agency.**

- 16. Public hearing and consideration of approval of an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget.**
 - a. Staff Report
 - b. Public Hearing
 - c. Ordinance

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.

- 17. November Maintenance Report**
Craig Rice, Deputy Public Works Director

- 18. Planning Department Report for City Council on December 19, 2023.**

EXECUTIVE SESSION AGENDA

The City Council has the right to adjourn into executive 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 Executive Session item will be taken in Open Session.

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

and Agreements, Water Service, Wastewater Fees, and related items. *Consultation with Attorney, 551.071*

20. Deliberation regarding appointment, employment, evaluation, and duties of the deputy city attorney. *(551.074, Personnel Matters)*

21. Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential facility sites and street extensions and expansions. *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

January 2, 2024, at 6:00 p.m. (CC & BOA)

January 16, 2024, at 6:00 p.m. (CC)

February 6, 2024, at 6:00 p.m. (CC & BOA)

February 20, 2024, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

December 21, 2023, Farmers Market Committee at 10:00 a.m.

January 4, 2024, Historic Preservation Commission

January 8, 2024, TIRZ Board No. 1 & No. 2

January 8, 2024, Founders Day Commission at 6:30 p.m.

January 10, 2024, Utility Commission at 4:00 p.m.

January 17, 2024, Parks & Recreation Commission at 6:00 p.m.

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

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

January 23, 2024, Planning & Zoning Commission at 6:00 p.m.

January 24, 2024, Economic Development Committee at 3:00 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, on **December 15, 2023 at 4:00 p.m.***

Cathy Gieselman, Deputy 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 Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, TexasTexas

Tuesday, December 05, 2023, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

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

City Council Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 Deputy City Administrator Shawn Cox
 City Attorney Laura Mueller
 City Secretary Andrea Cunningham
 IT Director Jason Weinstock
 People & Communications Director Lisa Sullivan
 Public Works Director Aaron Reed
 Building Official Shane Pevehouse
 Planning Director Tory Carpenter
 Planning & Zoning Commission Chair Mim James
 Special Counsel David Tuckfield

PLEDGE OF ALLEGIANCE

Council Member King led the Pledge of Allegiance to the flag.

P-RESENTATION OF CITIZENS

A member of the public who wishes to address the City Council regarding items on the posted agenda may do so at Presentation of Citizens. For items posted with a Public Hearing, the City Council requests that members of the public hold their comments until the item is presented for consideration. Members of the public wishing to address matters not listed on the posted agenda may do so at Presentation of Citizens. Speakers are allotted two (2) minutes each and may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does

not require the assistance of a translator to address the City Council. Speakers are encouraged to sign in to speak, but it is not required. By law no action shall be taken during Presentation of Citizens.

No one spoke during Presentation of Citizens.

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane, or routine. In an effort to enhance the efficiency of City Council meetings these items will be acted upon with a single motion. A member of the City Council, City Staff, or public may request any item listed be considered separately. Items requested may be removed prior to the City Council voting on the Consent Agenda as a collective, singular item. Prior to voting on the Consent Agenda, the City Council may add items that are listed elsewhere on the same agenda.

1. **Approval of the November 7, 2023, City Council regular meeting minutes.**
2. **Approval of the November 14, 2023, City Council special meeting minutes.**
3. **Approval of the Appointment of Bob Luddy to the Emergency Management Commission as the representative for Hays County Emergency Services District No. 1, and for a term ending January 1, 2025.**
4. **Approval of the October 2023 Treasurer's Report.**
5. **Approval of a Resolution Accepting Improvements and a Maintenance Bond for Cannon Ranch Subdivision Phase 1. Applicant: CC Carlton Industries, Ltd.**

Filed as Resolution No. 2023-R37

6. **Approval of a Resolution Accepting Improvements and a Maintenance Bond for Cannon Ranch Subdivision Offsite Water Improvements. Applicant: CC Carlton Industries, Ltd.**

Filed as Resolution No. 2023-R38

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 1 – 6. Council Member Parks seconded the motion which carried unanimously for items 2 – 6, and 4 to 0 to 1, for item 1, with Mayor Pro Tem Manassian abstaining.

BUSINESS AGENDA

A motion was made by Mayor Pro Tem Manassian to consider Business Agenda Item 10 out of order. Council Member King seconded the motion which carried unanimously 5 to 0.

10. **Discuss and consider approval of a Wastewater Utility Agreement between the City of Dripping Springs and the Dripping Springs Library District. Applicant: Dripping Springs Community Library**

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

A motion was made by Mayor Pro Tem Manassian to approve a Wastewater Utility Agreement between the City of Dripping Springs and the Dripping Springs Library District. Council Member Parks seconded the motion which carried unanimously 5 to 0.

7. Discuss and consider approval of an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes.

a. Staff Report – Laura Mueller presented the staff report which is on file. Staff recommends postponement of the item to the January 16, 2024, City Council regular meeting.

b. Planning and Zoning Report – Mim James presented the report. The Commission recommended approval 6 to 1 with recommendations as presented by staff.

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

d. Ordinance – A motion was made by Council Member Crow to postpone consideration of approval of an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes to the January 16, 2024, City Council regular meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

Mayor Foulds, Jr. directed staff to list a public hearing for this ordinance on all City Council agendas leading up to the January 16th meeting.

8. Discuss and consider approval of a Roadway Agreement related to Double L Development Transportation Phasing pursuant to the Amended and Restated Development Agreement. *Pablo Martinez, PE, Brown & Gay Engineers*

a. Applicant Presentation – Pablo Martinez gave a presentation which is on file.

b. Staff Report – Laura Mueller presented the staff report which is on file. Staff recommends approval of the agreement.

c. Planning and Zoning Report – Mim James presented the report. The Commission recommended approval 7 to 0.

d. Agreement – A motion was made by Council Member King to approve a Roadway Agreement related to Double L Development Transportation Phasing pursuant to the Amended and Restated Development Agreement. Council Member Crow seconded the motion which carried unanimously 5 to 0.

9. Discuss and consider approval of an Agreement with DSCat related to the Caliterra Subdivision for easements related to the West Interceptor. *Sponsor: Mayor Foulds, Jr.*

Via unanimous consent, this item was tabled.

- 10. Discuss and consider approval of a Wastewater Utility Agreement between the City of Dripping Springs and the Dripping Springs Library District.** *Applicant: Dripping Springs Community Library*

This item was considered earlier in the agenda and unanimously approved.

- 11. Discuss and consider approval of a Resolution to cast eighteen (18) votes towards the Election of Members of the Hays County Appraisal District Board of Directors.** *Sponsor: Mayor Foulds, Jr.*

Michelle Fischer presented the staff report which is on file.

A motion was made by Council Member Tahuahua to approve a Resolution to cast eighteen (18) votes for Jeffrey Aylstock towards the Election of Members of the Hays County Appraisal District Board of Directors. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2023-R40

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code section 551.072, Consultation with Attorney, and regarding Executive Session Agenda Items 12 – 14. Council Member Crow seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

The City of Dripping Springs City Council has the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). Items listed elsewhere in the agenda may be added to the Executive Agenda. The City Council may act on any item listed in Executive Session in Open Session, and no action shall be taken during the Executive Session.

- 12. Consultation with Attorney related to legal questions regarding the development agreement with Double L development.** *Consultation with Attorney, 551.071*
- 13. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items.** *Consultation with Attorney, 551.071*
- 14. Consultation with Attorney regarding legal issues related to building inspections under development agreement areas in the extraterritorial jurisdiction.** *551.071, Consultation with Attorney*

The City Council met in Executive Session from 7:14 – 7:36 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:36 p.m.

OPEN SESSION

The City Council returned to Open Session and considered tabled Business Agenda Item 9.

9. Discuss and consider approval of an Agreement with DSCat related to the Caliterra Subdivision for easements related to the West Interceptor. Sponsor: Mayor Foulds, Jr.

A motion was made by Mayor Pro Tem Manassian to approve an Agreement with DSCat related to the Caliterra Subdivision for easements related to the West Interceptor with administration non-substantive changes. Council Member Parks seconded the motion which carried unanimously 5 to 0.

REPORTS

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

15. Planning Department Report

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

December 19, 2023, at 6:00 p.m. (CC)

January 1, 2024. at 6:00 p.m. (CC & BOA)

January 16, 2024. at 6:00 p.m. (CC)

February 6, 2024, at 6:00 p.m.(CC & BOA)

Board, Commission & Committee Meetings

December 6, 2023, DSRP Board at 11:00 a.m.

December 6, 2023, Economic Development Committee at 4:00 p.m.

December 11, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

December 11, 2023, Founders Day Commission at 6:00 p.m.

December 12, 2023, Planning & Zoning Commission at 6:00 p.m.

December 13, 2023, Utility Commission at 4:00 p.m.

December 14, 2023, Emergency Management Commission at 12:00 p.m.

December 18, 2023, Transportation Committee at 3:30 p.m.

ADJOURN

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

This regular meeting adjourned at 7:38 p.m.

APPROVED ON: *December 19, 2023*

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2023-R __

**A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS
("CITY"), CONSENTING TO THE ISSUANCE OF BONDS BY
HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY**

WHEREAS, Headwaters Municipal Utility District of Hays County (the "District") is a conservation and reclamation district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by order of the Texas Commission on Environmental Quality, and the District operates under Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District, Headwaters Development Company, the Townes Family Trust and the City of Dripping Springs entered into that certain "Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" dated to be effective February 8, 2005, as subsequently amended by that certain "First Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" dated June 10, 2008; that certain "Second Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" last executed on February 3, 2015; and that certain "Third Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" last executed on May 29, 2020 (collectively, the "Consent Agreement"); and

WHEREAS, among other matters, the Consent Agreement provides that all bonds of the District shall be approved by the City Council of the City of Dripping Springs prior to issuance; and

WHEREAS, during the 2015 Regular Legislative Session, the Texas Legislature enacted HB 4185 granting the District the powers of a road district including the power to issue bonds to finance paved roads, and improvements in aid of those roads. The City Council of the City of Dripping Springs adopted Resolution No. 2015-06 in support of such legislation; and

WHEREAS, on November 3, 2015, the registered voters within the District authorized the issuance of road bonds by the District in a maximum amount not to exceed \$54,545,000 and the levy of a tax for payment of debt service on such bonds; and

WHEREAS, the District has heretofore issued its \$3,000,000 Unlimited Tax Road Bonds, Series 2017 (the "Series 2017 Bonds"), its \$2,685,000 Unlimited Tax Road Bonds, Series 2018 (the "Series 2018 Bonds"), its \$4,500,000 Unlimited Tax Road Bonds, Series 2020 (the "Series 2020 Bonds"), its \$3,740,000 Unlimited Tax Road Bonds, Series 2020A (the "Series 2020A Bonds"), and its \$5,805,000 Unlimited Tax Road Bonds,

Series 2021 (the "Series 2021 Bonds") pursuant to the authority of the election held on November 3, 2015 as described in the paragraph above; and

WHEREAS, the District now desires to proceed with the issuance of its sixth series of road bonds in a principal amount not to exceed \$13,000,000 (the "Road Bonds"); and

WHEREAS, the Road Bonds will be obligations solely of the District, and the City of Dripping Springs will not be responsible for payment of the Road Bonds.

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

- 1. This meeting of the City Council of the City of Dripping Springs has been properly posted in accordance with the Texas Open Meetings Act.
- 2. The City Council of the City of Dripping Springs hereby approves the issuance by the District of the Road Bonds in a principal amount not to exceed \$13,000,000.
- 3. This Resolution shall be effective upon the date of its approval.
- 4. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, ___ day of _____, by a vote of ___ (ayes) to ___ (nays) and ___ (abstentions/recusals) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

*Headwaters MUD
Road Bond Issue No. 6
Summary of Costs*

**Headwaters MUD
Road Bond Issue No. 6
SUMMARY OF COSTS**

	<u>Total</u>	<u>District Share</u> <u>100%</u>
CONSTRUCTION COSTS		
1. Headwaters at Barton Creek, Ph. 1	\$ 5,520,235	\$ 16,374 ⁽¹⁾
2. Headwaters at Barton Creek, Ph. 4, Sec2-4 and Phase 5, Sec 1	\$ 3,399,822	\$ 408,908 ⁽¹⁾
3. Headwaters at Barton Creek, Ph. 4, Sec 5-6 Roads	\$ 2,278,672	\$ 2,278,672
4. Headwaters at Barton Creek, Ph. 3	\$ 4,589,927	\$ 4,506,927 ⁽²⁾
5. Headwaters at Barton Creek, Ph. 5, Section 2	\$ 1,065,182	\$ 1,065,182
6. Right Turn Lane & Traffic Signal Installation at US 290	\$ 623,640	\$ 623,640
7. Engineering, Testing & Inspection (9.3% of Items 2, 3 & 5)	\$ 628,397	\$ 628,397 ⁽³⁾
8. Land Costs ROW	\$ 702,350	\$ 702,350 ⁽³⁾
TOTAL CONSTRUCTION COSTS (88% of BIR)	\$ 18,808,225	\$ 10,230,450
NON-CONSTRUCTION COSTS		
A. Legal Fees (1.27%)		\$ 165,000 ⁽⁴⁾
B. Special Tax Counsel Fees (0.2%)		\$ 26,000 ⁽⁵⁾
C. Fiscal Agent Fees (1.5%)		\$ 195,000 ⁽⁶⁾
D. Interest Costs		
1. Capitalized Interest (12 Months at 6%)		\$ 780,000
2. Developer Interest		\$ 1,125,142 ⁽⁷⁾
E. Underwriter's Discount (3.0%)		\$ 390,000
F. Bond Issuance Expense		\$ 50,908
G. Bond Engineering Fee		\$ 28,000 ⁽⁸⁾
H. Attorney General's Fee (0.1% of BIR or \$9,500 Max)		\$ 9,500
TOTAL NON-CONSTRUCTION COSTS		\$ 2,769,550
TOTAL BOND ISSUE REQUIREMENT (BIR)		\$ 13,000,000

Notes:

- (1) The District previously funded a portion of the construction costs. The remaining construction costs are included in this bond issue.
- (2) Only a portion of the eligible construction costs are included in this bond issue. The remaining costs will be funded in a future bond issue.
- (3) See attached for a breakdown of costs.
- (4) Legal fees are 2.5% of the first \$1,000,000 of bonds issued, plus 2% of bonds issued between \$1,000,000 and \$3,000,000, plus 1% of bonds issued over \$3,000,000.
- (5) Special Tax Counsel fees are 0.2% of the bond amount, with a minimum of \$7,500.
- (6) Fiscal Agent fees are 1.5% of the bond amount.
- (7) Estimated developer interest. To be recalculated by auditor following bond sale.
- (8) Jones-Heroy & Associates Engineering Report is 0.4% of the first \$5,000,000 in bonds issued, plus 0.10% of the next \$10,000,000 in bonds issued, plus 0.04% of the amount issued over \$15,000,000, plus expenses

11/29/2023



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 12/19/2023

Agenda Item Wording: **Approval of a Professional Services Agreement between the City of Dripping Springs and Freese and Nichols for Mercer St. Sidewalks PS&E.**

Agenda Item Requestor: Councilmember Travis Crow

Summary/Background: The City was awarded funding for pedestrian improvements along Mercer Street and US 290 in the 2023 TxDOT Transportation Alternatives Set Aside program. The City published an RFQ for PS&E design and received three SOQs. Using the TxDOT approved selection process, Freese & Nichols was selected and City staff negotiated a scope and fee. City staff recommends approval of the Professional Services Agreement with Freese and Nichols for Mercer St. Sidewalks PS&E.

**Commission
Recommendations:**

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

Attachments:

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

November 10, 2023

Aaron Reed, Public Works Director
City of Dripping Springs
511 Mercer Street, PO Box 384
Dripping Springs, TX 78620

Re: Mercer Street Pedestrian Improvements

Dear Mr. Reed:

The purpose of this letter is to present the City with our scope and fee letter regarding the above-mentioned project. The project will construct accessible pedestrian facilities along Mercer St and US 290 starting at the intersection of Mercer St and RM 12 and ending at the intersection of Rob Shelton Blvd and US 290, for a total length of 1,500 feet.

We have identified the attached Scope of Services for route design and studies, environmental, project management, design and construction survey, roadway, drainage and signing and pavement markings design, miscellaneous roadway design, bid phase and construction phase services. Our total professional services fee is **\$170,406**. The following documents are attached in electronic format in support of a Request for Notice to Proceed with the project.

1. Exhibit A – Services to be provided by the City.
2. Exhibit B – Services to be provided by the Engineer. (This includes subconsultants.)
3. Exhibit C – Fee Spreadsheet.
4. Exhibit D – Schedule.

We appreciate the opportunity to submit this request for professional services in support of this project. If additional information or clarification is desired, please do not hesitate to contact us.

Very truly yours,



Andrea Bryant, P.E.
Project Manager
FREESE AND NICHOLS, INC.

EXHIBIT A

SERVICES TO BE PROVIDED BY THE CITY

The **CITY OF DRIPPING SPRINGS** (“CITY”) is proposing to construct accessible pedestrian facilities along Mercer St and US 290 starting at the intersection of Mercer St and RM 12 and ending at the intersection of Rob Shelton Blvd and US 290, for a total length of 1,500 feet. The work to be performed under this work authorization by **FRESE AND NICHOLS, INC.** (“ENGINEER”) will consist of the preparation of the Plans, Specifications, and Estimate (“PS&E”), coordination with the Texas Department of Transportation (“TxDOT”), environmental review, water quality permitting with Texas Commission of Environmental Quality (“TCEQ”) and bid and construction phase services.

The CITY will provide the following items/information for the ENGINEER under this agreement:

110 - ROUTE DESIGN AND STUDIES

1. The CITY will provide available as-built plans, adjacent project plans, right-of-way (ROW) maps, and existing easements for utilities and public facilities within and adjacent to the project limits.
2. The CITY will provide available data including GIS data and maps, as-built plans, and previous H&H models considered to be best available data.
3. The CITY will provide existing traffic data, if available.

120 - SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES – n/a

130 - ROW DATA – n/a

145 - PROJECT MANAGEMENT

1. The CITY will provide timely reviews and decisions to enable the ENGINEER to maintain the project schedule.
2. The CITY will meet with the ENGINEER on an as-needed basis.

150 - DESIGN AND CONSTRUCTION SURVEYS – n/a

160 – ROADWAY, DRAINAGE AND SIGNING & PAVEMENT MARKINGS DESIGN SERVICES

1. The CITY will meet with the ENGINEER following submittal of the preliminary sidewalk design presented in Google Earth KMZ format to discuss the sidewalk geometry and proposed alignment. The CITY will provide feedback and/or concurrence with the proposed sidewalk geometry and alignment prior to the ENGINEER advancing the PS&E of the final design.

163 – MISCELLANEOUS ROADWAY SERVICES – n/a

200 – BID PHASE SERVICES

- The CITY will facilitate the Pre-Bid Meeting with the ENGINEER and prospective bidders.
- The CITY will advertise the contract documents using the CITY's advertisement system.
- The CITY will coordinate with the ENGINEER to answer any Contractor questions raised and develop revisions to the construction contract documents as required.
- The CITY will facilitate the formal bid opening and provide the ENGINEER with the bid documents to prepare the bid tabulations and Recommendation of Award.

300 – CONSTRUCTION PHASE SERVICES

- The CITY will facilitate the Pre-Construction meeting with the ENGINEER and the awarded Contractor.
- The CITY will attend bi-weekly status meetings using a virtual platform or at the project location in conjunction with site visits with the ENGINEER and the Contractor.
- The CITY will make continuous on-site inspections to check the quality and quantity of the work.
- The CITY will be available to attend site visits as need by the Contractor and the ENGINEER to address any issues identified on the project site.
- The CITY will require the Contractor to submit to the ENGINEER any necessary requests for additional information (RFI).
- The CITY will coordinate and facilitate any inspections and testing (to include Field Laboratory, Shop and Mill testing of materials) required by the specifications in the contract documents.
- The CITY will attend with the ENGINEER, RAS Specialists and Contractor a final inspection of the Project to observe any apparent defects in the completed construction regarding conformance with the design concept and intent of the specifications.

EXHIBIT B

SERVICES TO BE PROVIDED BY ENGINEER

The **CITY OF DRIPPING SPRINGS** (“CITY”) is proposing to construct accessible pedestrian facilities along Mercer St and US 290 starting at the intersection of Mercer St and RM 12 and ending at the intersection of Rob Shelton Blvd and US 290, for a total length of 1,500 feet. The work to be performed under this work authorization by **FREESE AND NICHOLS, INC.** (“ENGINEER”) will consist of the preparation of the Plans, Specifications, and Estimate (“PS&E”), coordination with the Texas Department of Transportation (“TxDOT”), environmental review, water quality permitting with Texas Commission of Environmental Quality (“TCEQ”) and bid and construction phase services.

The ENGINEER will provide the following items/information for the CITY under this agreement:

110 - ROUTE DESIGN AND STUDIES

110.1 ROADWAY DATA COLLECTION AND FIELD RECONNAISSANCE

- The ENGINEER shall collect, review and evaluate the data described below. The CITY will be notified in writing whenever the ENGINEER finds disagreement with the information or documents.
 - All data/findings will be compiled into a project notebook for recordkeeping during file setup.
 - Data from the CITY, including as-built plans, adjacent project plans, right-of-way (ROW) maps and existing easements.
 - The ENGINEER shall conduct one (1) field reconnaissance visit to assess roadway and drainage conditions.
 - The ENGINEER will prepare reconnaissance layout and notes for field visit.
 - The ENGINEER shall compile and review photographic records for field visit.

110.2 DOCUMENT DESIGN CRITERIA

- The ENGINEER shall develop roadway design criteria for speed table based on current City of Austin (CoA) design guidelines.
- The ENGINEER shall develop pedestrian criteria based on TxDOT and Public Right-of-Way Accessibility Guidelines (PROWAG).
- The ENGINEER shall summarize criteria on page 3 of the TxDOT 1002 Form, which will later be submitted to TxDOT with milestone deliverables.
- The ENGINEER shall coordinate with the CITY for design criteria concurrence before moving forward with the preliminary analysis.

DELIVERABLES

- Page 3 of TxDOT 1002 Form

120 – SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES

The ENGINEER will perform an environmental regulatory constraints analysis that identifies environmental requirements and considerations as the project progresses to eventual construction. This

scope is based on the understanding that TxDOT will partially fund the construction of this project with Transportation Alternative (TA) funding and therefore National Environmental Protection Agency (NEPA) compliance under TxDOT guidelines is included in this effort. To execute the constraints analysis, the ENGINEER will perform the following:

120.1 TxDOT ENVIRONMENTAL COORDINATION AND DOCUMENTATION

- The ENGINEER will prepare the technical documentation support for review by TxDOT, to be prepared in accordance with the most recent guidance. It is assumed that the proposed project will be NEPA cleared as a (d)(13) Categorical Exclusion.
- The ENGINEER will prepare for and conduct a site visit to document existing conditions and assess the project area for state and federally listed threatened species habitat.
- The ENGINEER will prepare and submit the Environmental Project Definition and Work Plan Development Form to TxDOT for review. The ENGINEER will address one (1) round of TxDOT comments on the Environmental Project Definition and Work Plan Development Form. The anticipated environmental technical reports are listed below:
 - Appendix 4 Minimal Potential to Affect Historic Properties Historical Project Coordination Request (PCR)
 - Surface Waters Analysis Form
 - Species Analysis Form
 - Species Analysis Spreadsheet
- The assumptions under this scope of work are shown below. If it is determined during the project development that any of these studies are required, an amendment would be required.
 - The project will not require the acquisition of new ROW, permanent easements, and temporary construction easements.
 - The project will not require excavation activities that exceed one foot in depth.
 - The project will be designed to meet the terms and conditions of Section 404 Nationwide permit 14, Linear Transportation Projects without requiring the preparation and submittal of a Pre-Construction Notification (PCN) to the USACE.
 - The project will not require a Waters of the U.S. Delineation Report.
 - The project will not require an Archeological Background Study or Archeological Survey and Report.
 - The project will not require a Historic Resources Survey and Report.
 - The project will not require Air Quality MSAT Report.
 - The project will not require a Traffic Noise Analysis and Model.
 - The project will not require a Community Impacts Assessment.
 - The project will not require a public meeting or public hearing.
 - The project will be a TxDOT CE level document and not require an EA or EIS.
 - The project will completely avoid the Veterans Memorial Park and not require section 4(f) or 6(f) analysis.

120.2 EDWARDS AQUIFER PROTECTION PROGRAM COORDINATION AND DOCUMENTATION

- The ENGINEER will perform tasks related to compliance with Edwards Aquifer Protection Program (“EAPP”), which is regulated by TCEQ and related to Section 401 Water Quality Certification. Compliance with the EAPP is required for projects occurring in the Edwards Aquifer Recharge, Contributing, or Transition Zone.
- Due to the negligible increase in impervious cover for the Mercer Street Pedestrian Improvement project, the ENGINEER will prepare and submit to TCEQ a Contributing Zone Plan (CZP) Exception Request, along with all supporting information, for any regulated activity proposed in the Edwards Aquifer Contributing Zones. This shall include, but is not limited to, the item listed below:
 - CZP Exception Request documenting the best management practices (BMPs) adopted to reduce potential pollutants entering the Edwards Aquifer.

DELIVERABLES

- Draft & Final Environmental Technical Reports, submitted with the 60% and 100% PS&E.
- CZP Exception Request

130 – ROW DATA – n/a

145 - PROJECT MANAGEMENT

145.1 PROJECT ADMINISTRATION SERVICES

- Each month, the ENGINEER will submit to the CITY its invoices for services completed and compensation due, arranged by task. For the purposes of scoping, sixteen (16) months of invoicing is assumed.
- Each month, and included with the submission of each invoice, the ENGINEER will submit a monthly report of the status of work performed through the end of the previous month. The ENGINEER will summarize decisions or agreements made and will outline unresolved or pending issues requiring the CITY’S involvement or decision. For the purposes of scoping, sixteen (16) months of progress reports is assumed.

145.2 PROJECT COORDINATION SERVICES

- The ENGINEER will meet with the CITY and TxDOT as needed. For the purpose of scoping, monthly one (1) hour virtual meetings, including agenda and meeting minute prep, are assumed for ten (10) months with two (2) attendees. The ENGINEER will prepare and distribute meeting agendas twenty-four (24) hours before the meeting. The ENGINEER will prepare and distribute meeting minutes within three (3) business days of each meeting.
- The ENGINEER will attend Comment Resolution Meetings after the 60%, 90% and 100% submittals to discuss review comments. For the purpose of scoping, a maximum of three (3) one (1) hour virtual meetings, including agenda and meeting minute prep, are assumed with two (2) attendees. The ENGINEER will respond in writing to reviewer comments for each submittal. Responses will include explanations for any items in disagreement. The ENGINEER will prepare and distribute meeting minutes within three (3) business days of each meeting.
- The project team will coordinate internally as needed.

145.3 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) SERVICES

Effort for this task includes QA services only. QC effort is included with individual tasks.

- The ENGINEER will perform QC measures at each milestone deliverable, including 60%, 90% and 100% submittals. The ENGINEER will provide QC markups with each milestone deliverable package.
- The ENGINEER will complete QA checks throughout the project life cycle. QA documentation will be made available to the CITY upon request.

DELIVERABLES

- Invoices and Progress Reports
- Meeting Agendas and Minutes
- QC markups with 60%, 90%, and 100%
- QA documentation upon request

150 - DESIGN AND CONSTRUCTION SURVEYS

150.1 DESIGN SURVEY

The ENGINEER will prepare a topographic and ROW survey as follows:

- The ENGINEER will establish horizontal and vertical control. The horizontal control will be based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (2011), in US Survey Feet as established by GPS observations. The vertical control will be based on NAVD 88, GEOID 18 as established by GPS observations.
- The ENGINEER will research and prepare Base Map using Hays CAD and Hays County Clerk websites. The ENGINEER will gather ownership and parcel information to prepare a base map of the ROW and adjoining properties.
- The ENGINEER will locate sufficient ROW and/or adjoining property corners for resolving the existing ROW lines along the project limits.
- The ENGINEER will prepare the topographic survey as follows:
 - Submit an 811 ticket to have existing utilities marked in the field.
 - Cross sections will be taken at 50-foot stations and at all significant grade breaks in-between.
 - All valves will have measurements taken down to the operating nut.
 - All manholes will have measurements taken to pipe inverts and collect pipe material and size.
 - All visible utilities will be located along with any markings provided by 811 call out.
- The ENGINEER has made the following assumptions:
 - Right of entry (“ROE”) will not be required for survey field work specified in this scope.
 - The ENGINEER is not responsible for marking utilities in this project and will be marked either by 811 or a third party.
- The ENGINEER will review and incorporate the horizontal and vertical control sheet obtained from the topographic survey provider into the 60%, 90% and 100% plans.

DELIVERABLES

- 2D/3D DGN TOPO file in ORD format.

- 2D DGN LEGAL drawing file depicting resolved ROW lines and adjoining property information.
- 2D DGN UTILITY drawing file depicting all utility lines marked and located in the field and/or inserted by GIS or as-built drawings provided by the CITY
- Control Sheets certified by the Registered Professional Land Surveyor of record.

160 – ROADWAY, DRAINAGE AND SIGNING & PAVEMENT MARKINGS DESIGN SERVICES

160.1 PRELIMINARY SIDEWALK DESIGN KMZ

- The ENGINEER will develop a preliminary sidewalk design and alignment presented on a Google Earth KMZ. The KMZ shall include proposed horizontal improvements.
- The ENGINEER will submit the preliminary sidewalk design KMZ to the CITY and meet to review the alignment and geometry and obtain CITY buy-in. Meeting time is included with CITY coordination under different tasks.
- The ENGINEER will incorporate any input received from the CITY with the 60% PS&E submittal.

160.2 ROADWAY, DRAINAGE AND SIGNING & PAVEMENT MARKINGS DESIGN CONTROLS

- The ENGINEER will refine the proposed horizontal and vertical geometry presented in the preliminary sidewalk design KMZ.
- The ENGINEER will develop a proposed OpenRoads model to be used for determination of estimated earthwork quantities and preparing cross sections.
- The ENGINEER will prepare Roadway and Signing & Pavement Marking PS&E consisting of 60%, 90% and 100% milestone submittals to include:
 - Title Sheet – The ENGINEER will prepare a Title Sheet which will include pertinent project information and an Index of Sheets. (1 sheet)
 - Project Layout Sheet – The ENGINEER will prepare Project Layout Sheets that clearly indicate the limits of the entire project. The Project layout sheets will consist of layout sheets at 100-scale clearly identifying major geometry components of the location of the sidewalk and roadway speed table. (1 sheet)
 - Typical Section Sheets – The ENGINEER will prepare existing and proposed typical sections for roadways and structures. Typical sections must include width of travel lanes, direction of travel, shoulders, outer separations, border widths, curb and gutter, curb offsets, median islands, sidewalks, and other pertinent cross-sectional elements, as well as the ROW. The typical section must also depict sidewalk proposed grade line, baseline, pavement section material types and depths, sodding or seeding limits, traffic barriers, sidewalks, and station limits. (2 sheets)
 - General Notes (2 sheets)
 - Horizontal Alignment Data Sheets – The ENGINEER will prepare horizontal alignment data sheets that will include horizontal alignment data for sidewalk baselines. (1 sheets)
 - Roadway, Drainage and Signing & Pavement Markings Layout Sheets – The ENGINEER will prepare layout sheets at 40-scale for combined roadway (sidewalk and speed table), drainage and signing and pavement markings sheets.
 - These sheets will clearly identify detailed geometry components. The ENGINEER will attempt to design the sidewalks to match existing ground; however, if the topography

warrant proposed profiles, the consultant will design profile that meet PROWAG requirements and display the profiles on profile sheets. If matching existing ground is possible, the CONSULTANT will not prepare sidewalk profile sheets. (5 sheets)

- To accommodate the sidewalk along the south side of Mercer St, the cross culvert located approximately 200' east of RM 12 will be extended to the south. The ENGINEER will show the culvert extension limits and include necessary information for construction (flowline elevations, culvert slope, etc.) in plan view only. Since the size of the culvert will not be changed, no hydrologic or hydraulic analysis will be performed.
- The ENGINEER will prepare signing, pavement marking and delineation design in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) or applicable TxDOT standards.
- Driveway Details – The ENGINEER will develop a driveway summary for driveways requiring reconstruction with dimensions and any other items required. (1 sheets)
- Miscellaneous Details – The ENGINEER will prepare Miscellaneous Details which will include all necessary details not included in standard TxDOT detail sheets necessary to fully construct all portions of the project. (1 sheet)
- Cross-sections at a scale of 1"=20' H and 1"=10' V at 50-foot intervals, which will include proposed roadway, roadside features, existing ground, proposed grading, existing ROW, proposed ROW and easements. The horizontal alignment, pavement cross-slope, existing ROW and proposed ROW will be labeled. (15 sheets)
- CITY and TxDOT Standards for Roadway, Drainage and Signing, Pavement Markings and Delineation (15 sheets)
- Quantity Summary Sheet (1 sheet)
- Small Sign Summary Sheet using TxDOT standard (1 sheet)

DELIVERABLES

- Preliminary Sidewalk Design (Google Earth KMZ)
- 60%, 90% and 100% Roadway Plan Sheets and Standards
- Final Electronic Models upon request

163 – MISCELLANEOUS ROADWAY SERVICES

163.1 - TRAFFIC CONTROL PLAN DESIGN SERVICES

- The ENGINEER will prepare a Traffic Control Plan (TCP). The TCP will be developed in accordance with the most recent version of the TMUTCD. The TCP will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, temporary drainage structures, temporary retaining walls and other TCP related items, as required.
- The ENGINEER will prepare TCP PS&E, including:
 - Sequence of Work and Narrative (1 sheet)
 - Advance Warning Sign Layouts (1 sheet)
 - TCP Typical Sections (2 phases) (1 sheet)

- Detour layouts, at 100-scale (1 sheet)
- TxDOT Standards (15 sheets)
- Quantity Summary Sheet (1 sheet)

163.2 - STORM WATER MANAGEMENT PLAN AND TREE PRESERVATION SERVICES

- The ENGINEER will develop a Storm Water Pollution Prevention Plan (SW3P) design based on TxDOT standards.
- The ENGINEER will prepare SW3P PS&E, including:
 - SW3P Summary Sheets using TxDOT Standards (2 sheet)
 - Environmental Permits, Issues, and Commitments (EPIC) sheet using TxDOT Standards (1 sheet)
 - SW3P device layout to be included in the Sidewalk Layout Sheets.
 - CITY and TxDOT Standards (3 sheets)
 - Quantity Summary Sheets (1 sheet)

163.3 - SUPPLEMENTAL PS&E DOCUMENTS

- The ENGINEER will prepare accompanying documents to supplement the PS&E, including:
 - OPCC
 - Request for design exceptions or waivers, if needed
 - Contract Time Determination (CTD) schedule utilizing the Critical path Method (CPM) in Microsoft Project or Excel.
 - Project Manual, including standard general provisions, instructions to bidders, bid forms, applicable prevailing wage rates, standard and special specifications, special provisions, general notes, and any other information required for complete construction of the Project.
 - Proof of project registration with the Texas Department of Licensing and Regulation (TDLR). The ENGINEER will engage a Registered Accessibility Specialist (RAS) to register the project with the TDLR and perform review with the 90% submittals to verify compliance with the Texas Accessibility Standards (TAS).

DELIVERABLES

- 90% and 100% TCP Sheets and Standards
- Final Electronic Models upon request
- OPCC
- Request for exceptions or waivers, if needed
- CTD
- Project Manual
- Proof of project registration with TDLR

SUBMITTAL REQUIREMENTS

The ENGINEER will provide the following final deliverables to the CITY. The submittals will include the following:

- Preliminary Sidewalk Design
 - Google Earth KMZ

- 60% PS&E Submittal:
 - Title Sheet
 - Index of Sheets
 - Project Layout Sheets
 - Existing & Proposed Typical Sections
 - General Notes
 - Quantity Summary Sheets
 - Small Sign Summary
 - Sequence of Work and Narrative
 - Advanced Warning Signs
 - TCP Typical Sections
 - Detour Layouts
 - TCP Standards
 - Survey Control
 - Horizontal Alignment Data Sheet
 - Roadway, Drainage and Signing & Pavement Markings Layout Sheets
 - Driveway Details
 - Miscellaneous Details
 - Roadway Standards
 - Drainage Standards
 - Signing, Pavement Marking & Delineation Standards
 - SW3P Summary Sheets
 - EPIC
 - SW3P Layouts
 - SW3P/Environmental Standards
 - Cross-Sections
 - OPCC
 - Request for exceptions or waivers, if needed
 - Preliminary CTD
 - List of Specifications
- 90% PS&E Submittal:
 - 60% Comment Matrix with responses
 - Update of 60% Items
 - Proof of TDLR Registration and Review
 - Draft Project Manual
- 100% Submittal:
 - 90% Comment Matrix with responses
 - Signed and sealed update of 90% Items
 - Final Project Manual

200 – BID PHASE SERVICES

Upon completion of the design phase services and approval of 100% PS&E by the CITY and TxDOT, the ENGINEER shall provide the following professional services:

- The ENGINEER will attend the Pre-Bid Meeting with the CITY and prospective bidders. The ENGINEER will prepare meeting minutes and submit them to the CITY within three (3) business days of the meeting.
- The ENGINEER will assist the CITY as needed in obtaining bids using the CITY's current advertisement system for the preparation of advertisement materials.
- The ENGINEER will respond to Contractor questions raised and develop revisions to the Construction Contract Documents as required.
- The ENGINEER will attend the formal bid opening.
- The ENGINEER will prepare bid tabulation, analyze Contractor bids, check references and provide a Recommendation of Award to the apparent lowest responsive bidder within (5) business days of receiving the bid documents from the City.
- The ENGINEER will furnish a set of Final Conformed Construction Contract Documents including plan sheets and Project Manual to the Contractor including all Addenda.

300 – CONSTRUCTION PHASE SERVICES

Upon completion of the bid phase services, the ENGINEER shall provide the following professional services:

- In performing these services, it is understood that ENGINEER does not guarantee the Contractor's performance, nor is the ENGINEER responsible for the supervision of the Contractor's operation and employees. The ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. The ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project.
- The ENGINEER will attend the Pre-Construction Meeting with the CITY and the awarded Contractor. The ENGINEER will prepare meeting minutes and submit to the City within three (3) business days of the meeting.
- The ENGINEER will attend bi-weekly status meetings (up to eight (8) meetings) using a virtual platform or at the project location in conjunction with site visits with the CITY and the Contractor. The ENGINEER will prepare meeting minutes and submit to the City within three (3) business days of the meeting.
- The ENGINEER will make periodic visits (up to four (4)) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits. The ENGINEER will not be required to make continuous on-site inspections to check the quality or quantity of the work.

- The ENGINEER will make site visits (up to two (2)) with RAS Specialist and the Contractor as needed to adjust sidewalk and curb ramp locations based on site conditions to ensure compliance with TLDR.
- The ENGINEER will review the Contractor's submittals such as Shop Drawings, Product Data and samples and take appropriate action (approve, approve with modifications, reject, etc.), but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- The CITY will require the Contractor to submit to the ENGINEER any necessary requests for additional information (RFI). The ENGINEER will review and deliver to the CITY its written recommendation regarding the RFI. It is anticipated that there will be two (2) RFI's per month during the Project. RFIs deemed to be due to inconsistencies in the Contract Documents will not be counted in the estimated number of RFI's in the contract.
- The ENGINEER will receive and review certificates of inspections, testing (to include Field, Laboratory, Shop and Mill testing of materials), and approvals required by laws, rules, regulations, ordinances, codes, orders, or the specifications to determine generally that the results certified do substantially comply with the specifications. The ENGINEER will also recommend to the CITY special inspection or testing when deemed necessary to ensure that materials, products, assemblages, and equipment conform to the design concept and the specifications.
- The ENGINEER will review monthly pay estimates and recommend approval or other appropriate action on such estimates.
- The ENGINEER will perform with CITY representative(s) and with RAS Specialists a final inspection of the Project to observe any apparent defects in the completed construction regarding conformance with the design concept and intent of the specifications, assist the CITY in consultation and discussions with the Contractor concerning such deficiencies, and make recommendations as to replacement or correction of the defective work.
- The ENGINEER will revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish CITY with one (1) electronic copy (.pdf format) of "Record Drawings."

400 – ADDITIONAL SERVICES

The ENGINEER shall render the following additional professional services in connection with the development of the Project with prior written approval from the CITY. Any work not specifically identified in Basic Services is an Additional Service.

400.1 EDWARDS AQUIFER PROTECTION PROGRAM COORDINATION AND DOCUMENTATION

- The ENGINEER will perform tasks related to compliance with Edwards Aquifer Protection Program ("EAPP"), which is regulated by TCEQ and related to Section 401 Water Quality Certification. Compliance with the EAPP is required for projects occurring in the Edwards Aquifer Recharge, Contributing, or Transition Zone. The ENGINEER will do the following:

- Contributing Zone Plan (CZP) Permit Application. Due to the increase in impervious cover for the Mercer Street pedestrian improvement project, the Professional shall prepare and submit to TCEQ a CZP permit application, along with all supporting information, for any regulated activity proposed in the Edwards Aquifer Contributing Zones. This shall include, but is not limited to, the item listed below.
 - CZP documenting the best management practices (BMPs) adopted to reduce potential pollutants entering the Edwards Aquifer.

400.2 EDWARDS AQUIFER PERMANENT BMP DESIGN SERVICES

- The ENGINEER will design and detail permanent BMPs in support of the CZP, anticipated to be non-structural (i.e., vegetative filter strip and/or grassy swales).
- The ENGINEER will present these features on the SW3P layouts and add one (1) permanent BMP detail sheet.

DELIVERABLES

- CZP documenting the best management practices (BMPs) adopted to reduce the potential pollutants entering the Edwards Aquifer.
- Permanent BMP detail sheet

November 6, 2023

Arturo Terrazas, P.E.
Transportation Design
Freese & Nichols, Inc.
10431 Morado Circle, Bldg. 5, Suite 300
Austin, Texas 78759

RE: City of Dripping Springs - Mercer Street Connectivity Project

Mr. Terrazas,

Maestas & Associates, LLC (Maestas) is pleased to provide Freese & Nichols, Inc. with this proposal for the topographic and Right-of-Way survey in support of design efforts. The scope for the survey is detailed as follows:

Scope of Work

1. Establish horizontal and vertical control:
 - a. Horizontal control will be based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (2011), in US Survey Feet as established by GPS observations.
 - b. Vertical control will be based on NAVD 88, GEOID 18 as established by GPS observations.
2. Title Research for ## properties to identify all existing easements.
3. Research and Base Map preparation:
 - a. Using Hays CAD and Hays County Clerk websites, Maestas will gather ownership and parcel information to prepare a base map of the Right-of-Way and adjoining properties.
4. ROW Retracement Survey and Resolution:
 - a. Locate sufficient ROW and/or adjoining property corners for resolving the existing ROW lines along the project limits.
5. Topographic Survey:
 - a. Submit an 811 ticket to have existing utilities marked in the field.
 - b. Cross sections will be taken at 50-foot stations and at all significant grade breaks in-between.
 - c. All valves will have measurements taken down to the operating nut.
 - d. All manholes will have measurements taken to pipe inverts and collect pipe material and size.
 - e. All visible utilities will be located along with any markings provided by 811 call out.
6. Prepare Deliverables:
 - a. Prepare a 2D / 3D DGN TOPO file in ORD format.
 - i. 2D file will have linework and annotation of all improvements.
 - ii. 3D file will have break lines only.
 - b. Prepare a 2D DGN LEGAL drawing file depicting resolved ROW lines and adjoining property information.
 - c. Prepare a 2D DGN UTILITIY drawing file depicting all utility lines marked and located in the field and/or inserted by GIS or as-built drawings provided by the City.
 - d. Control Sheets certified by the Registered Professional Land Surveyor of record.

7. QA/QC

General Notes and Exclusions:

- Maestas shall perform only the tasks identified above.
- Right of entry (ROE) will not be required for survey field work specified in this proposal.
- Maestas is not responsible for marking utilities for this project and will be marked either by 811 or a 3rd party.

The estimated fee for performing the surveying services described above will be **\$25,675.00**.

We appreciate the opportunity to submit this proposal. If you have any questions or have need for additional information, please contact me at (210) 863-1260 or email at kkepler@maesce.com.

Sincerely,



Keith C. Keppler, RPLS
Vice President / Survey Manager

Fee/Price Proposal Breakdown for Professional Services

Project Name:	City of Dripping Springs - Mercer Street Connectivity Project
Name of Firm/Prime:	Freese & Nichols, Inc.
Date Proposal Submitted:	11/6/2023
Project Manager:	Arturo Terrazas, P.E.

Position/Personnel Title	RPLS	S.I.T.	Senior Survey Technician	Survey Technician	3 Man Survey Crew	2 Man Survey Crew	1 Man Survey Crew	Admin/Clerical	Total Hours	Fee per Task
Hourly Wage Rates	\$185.00	\$135.00	\$115.00	\$105.00	\$225.00	\$175.00	\$110.00	\$80.00		
Surveying Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
1. Establish horizontal and vertical control	1	1				8			10	\$ 1,720.00
2. Research and base map preparation	1	8	1	8					18	\$ 2,220.00
3. ROW Retracement Survey and Resolution	4	1				8			13	\$ 2,275.00
4. Topographic and Tree Survey	1	5				65			71	\$ 12,235.00
5. Prepare Deliverables										
a. Digital Survey 2D / 3D Drawing Files (Topo, Utility, and Legal)	1		15	25				1	42	\$ 4,615.00
b. Control Sheets	1		1	6					8	\$ 930.00
6. QA / QC	3	6		3					12	\$ 1,680.00
Total Hours:	12	21	17	42	0	81	0	1	174	
Total Fee Proposal:	\$ 2,220.00	\$ 2,835.00	\$ 1,955.00	\$ 4,410.00	\$ -	\$ 14,175.00	\$ -	\$ 80.00		\$ 25,675.00



Traffic Operations Support Group, LLC



526 Williamsburg Pl., San Antonio, Texas 78201
Mobil 210-872-5054, Fax 210-733-1748
Est. February, 2009
info@trafficosg.com

October 26, 2023

Mr. Arturo Terrazas, P.E.
Transportation Design
Freese and Nichols, Inc
9601 US 281, Suite 1008
San Antonio, Texas 78216

Ref: Dripping Springs – Mercer St/US 290 Sidewalk Project
City of Dripping Springs – From: RM 12 to: Rob Shelton Blvd

SCOPE OF SERVICES – Project Registration, Review and Inspection TDLR - TAS Compliance Services

SCOPE OF WORK

Perform QA/QC to ensure the project is meeting TDLR (Texas Department Licensing and Regulation) Administrative Rules and Texas Accessibility Standards at all preliminary submittals and at the final project review submittal and to perform interim and the final construction inspections.

With respect to ADA compliance, all or any portion of buildings, structures, site improvements, complexes, equipment, roads, walks, passageways, parking lots, or other real property that is proposed, modified or altered will be subject to review and construction inspection for compliance with the rules and standards set forth by TDLR.

Task Items:

- I. Project Registration
- II. Plan Review to meet TDLR TAS and ABA requirements for Public ROW Projects
- III. Interim and Final Inspections

Fee Schedule:

Mercer St / US 290 - Fee	
Project Registration	\$225.00
Plan Review	\$325.00
Inspection	\$650.00
Fee	\$1200.00
Per Interim Inspection	\$150.00

NOTE: FOR THESE SERVICES ALL RATES ARE L.S.

Mercer Street Pedestrian Improvements 11/10/2023 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 159,045
	Special Services	\$ 11,361
	Total Project	\$ 170,406

Item 4.

Tasks				Labor														Total Hours	Total Labor Effort	
Phase	Task	Activity	Basic or Special	Task Description	Bregger Garrison	Andrea Bryant	Arturo Terrazas	Christopher Dulac	Giancarlo Palino	Richard Aldredge	Tam Tran	Sara Catalyn Rogers	Heath Myers	Brian King	Avery Mottet	Marissa Mendoza	Carlene Gibson			Mike Ways
					QA/QC	Project Manager	Project Engineer	Project EIT	SA	Env Lead	Env Support	Env Support	Env Support	Env GIS	Env Support	Project Controller	Billr	QA		
					\$258	\$220	\$168	\$127	\$222	\$209	\$127	\$102	\$144	\$192	\$97	\$167	\$114	\$362		
01	300.1	PM / Production	Basic	MONTHLY PAY ESTIMATES (1 HOUR PER PAY APP)			4												4	\$ 729
01	300.1	PM / Production	Basic	FINAL WALKTHROUGH		3	3												6	\$ 1,259
01	300.1	PM / Production	Basic	RECORD DRAWINGS		1	1	4											6	\$ 968
				400 - ADDITIONAL SERVICES																
01	400.1	PM / Production	Special	EDWARDS AQUIFER PROTECTION PROGRAM COORDINATION AND DOCUMENTATION																\$ -
01	400.1	PM / Production	Special	CONTRIBUTING ZONE PLAN DEVELOPMENT							20				4				24	\$ 3,040
01	400.1	PM / Production	Special	TCEQ COORDINATION							8								8	\$ 1,054
01	400.2	PM / Production	Special	EDWARDS AQUIFER PERMANENT BMP DESIGN SERVICES																\$ -
01	400.2	PM / Production	Special	PERMANENT BMP DESIGN		1	2	8											11	\$ 1,633
01	400.2	PM / Production	Special	PERMANENT BMP DETAILS (1 SHEET)		1	2	8											11	\$ 1,633
Total Hours / Quantity					22	70	180	355	4	48	108	16	16	4	16	4	16	4	863	
Total Effort					\$ 5,893	\$ 16,063	\$ 31,798	\$ 47,001	\$ 923	\$ 10,408	\$ 14,230	\$ 1,689	\$ 2,390	\$ 800	\$ 1,620	\$ 695	\$ 1,895	\$ 1,504		\$ 136,910

Mercer Street Pedestrian Improvements 11/10/2023 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 159,045
	Special Services	\$ 11,361
	Total Project	\$ 170,406

Item 4.

				Tasks					Expenses				
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	GPS	CZP FEE	Total Expense Effort				
110 - ROUTE DESIGN AND STUDIES													
01	110.1	PM / Production	Basic	ROADWAY DATA COLLECTION AND FIELD RECONNAISSANCE					\$ -				
01	110.1	PM / Production	Basic	PROJECT NOTEBOOK AND FILE SET UP	4				\$ -				
01	110.1	PM / Production	Basic	DATA COLLECTION AND REVIEW	6				\$ -				
01	110.1	PM / Production	Basic	ROADWAY SITE VISITS AND FIELD RECONNAISSANCE	6	60			\$ 39				
01	110.1	PM / Production	Basic	PREPARE RECONNAISSANCE LAYOUTS, NOTES AND PHOTOGRAPHIC RECORDS	3				\$ -				
01	110.2	PM / Production	Basic	DEVELOP DESIGN CRITERIA					\$ -				
01	110.2	PM / Production	Basic	REVIEW PROJECT AGAINST CITY OF AUSTIN, TXDOT & PROWAG CRITERIA	4				\$ -				
01	110.2	PM / Production	Basic	PREPARE 1002 FORM PG 3	4				\$ -				
01	110.2	PM / Production	Basic	COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE	2				\$ -				
120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES													
01	120.1	PM / Production	Basic	TXDOT ENVIRONMENTAL COORDINATION AND DOCUMENTATION					\$ -				
01	120.1	PM / Production	Basic	WORK PLAN DEVELOPMENT SCOPING	16				\$ -				
01	120.1	PM / Production	Basic	SITE VISIT	16	60	50		\$ 89				
01	120.1	PM / Production	Basic	APPENDIX 4 HISTORIC PROJECT COORDINATION REQUEST (PCR)	24				\$ -				
01	120.1	PM / Production	Basic	SPECIES ANALYSIS FORM	8				\$ -				
01	120.1	PM / Production	Basic	SPECIES ANALYSIS SPREADSHEET	16				\$ -				
01	120.1	PM / Production	Basic	SURFACE WATERS ANALYSIS	8				\$ -				
01	120.1	PM / Production	Basic	TXDOT REVISION	20				\$ -				
01	120.1	PM / Production	Basic	PROJECT TEAM COORDINATION	24				\$ -				
01	120.1	Quality Control	Basic	QA/QC	16				\$ -				
01	120.2	PM / Production	Basic	EDWARDS AQUIFER PROTECTION PROGRAM COORDINATION AND DOCUMENTATION					\$ -				
01	120.2	PM / Production	Basic	CONTRIBUTING ZONE PLAN EXCEPTION REQUEST	24			500	\$ 500				
01	120.2	PM / Production	Basic	TCEQ COORDINATION	4				\$ -				
145 - PROJECT MANAGEMENT													
01	145.1	PM / Production	Basic	PROJECT ADMINISTRATION SERVICES					\$ -				
01	145.1	PM / Production	Basic	INVOICES AND MONTHLY PROGRESS REPORTS (18 MONTHS)	38				\$ -				
01	145.2	PM / Production	Basic	PROJECT COORDINATION SERVICES					\$ -				
01	145.2	PM / Production	Basic	CITY COORDINATION (DESIGN PHASE - 10 MONTHS)	20				\$ -				
01	145.2	PM / Production	Basic	COMMENT RESOLUTION MEETINGS (60%, 90%, 100%) & COMMENT RESPONSE	6				\$ -				
01	145.2	PM / Production	Basic	TEAM COORDINATION (DESIGN PHASE - 10 MONTHS)	24				\$ -				
01	145.3	SA / QA	Basic	QA	12				\$ -				
150 - DESIGN AND CONSTRUCTION SURVEYS													
01	150.1	PM / Production	Basic	DESIGN SURVEY					\$ -				
01	150.1	PM / Production	Basic	SURVEYOR COORDINATION	2				\$ -				
160 - ROADWAY, DRAINAGE AND SIGNING & PAVEMENT MARKINGS DESIGN SERVICES													
01	160.1	PM / Production	Basic	PRELIMINARY SIDEWALK DESIGN KMZ					\$ -				
01	160.1	PM / Production	Basic	DEVELOP PRELIMINARY SIDEWALK DESIGN	38				\$ -				
01	160.1	Quality Control	Basic	QC	1				\$ -				
01	160.2	PM / Production	Basic	ROADWAY DESIGN CONTROLS					\$ -				
01	160.2	PM / Production	Basic	DESIGN REFINEMENT	26				\$ -				
01	160.2	PM / Production	Basic	DTM & EARTHWORK DEVELOPMENT	22				\$ -				
01	160.2	PM / Production	Basic	TITLE SHEET (1 SHEET)	3				\$ -				
01	160.2	PM / Production	Basic	PROJECT LAYOUT (1 SHEET)	6				\$ -				
01	160.2	PM / Production	Basic	TYPICAL SECTIONS (2 SHEETS)	9				\$ -				
01	160.2	PM / Production	Basic	GENERAL NOTES (2 SHEETS)	6				\$ -				
01	160.2	PM / Production	Basic	HORIZONTAL ALIGNMENT DATA (1 SHEET)	3				\$ -				
01	160.2	PM / Production	Basic	ROADWAY, DRAINAGE AND SIGNING & PAVEMENT MARKINGS LAYOUT SHEETS (5 SHEETS)	68				\$ -				
01	160.2	PM / Production	Basic	DRIVEWAY DETAILS (1 SHEET)	20				\$ -				
01	160.2	PM / Production	Basic	MISCELLANEOUS DETAILS (1 SHEET)	20				\$ -				
01	160.2	PM / Production	Basic	CROSS SECTIONS (15 SHEETS)	18				\$ -				
01	160.2	PM / Production	Basic	STANDARDS (15 SHEETS)	9				\$ -				
01	160.2	PM / Production	Basic	QUANTITY SUMMARY SHEET (1 SHEET)	5				\$ -				
01	160.2	PM / Production	Basic	SMALL SIGN SUMMARY SHEET (1 SHEET)	5				\$ -				
01	160.2	Quality Control	Basic	QC	12				\$ -				
163 - MISCELLANEOUS ROADWAY SERVICES													
01	163.1	PM / Production	Basic	TRAFFIC CONTROL PLAN DESIGN SERVICES					\$ -				
01	163.1	PM / Production	Basic	DESIGN	7				\$ -				
01	163.1	PM / Production	Basic	SEQUENCE OF WORK AND NARRATIVE (1 SHEET)	7				\$ -				
01	163.1	PM / Production	Basic	ADVANCE WARNING SIGN LAYOUTS (1 SHEET)	5				\$ -				
01	163.1	PM / Production	Basic	TYPICAL SECTIONS (1 SHEET)	6				\$ -				
01	163.1	PM / Production	Basic	DETOUR LAYOUT (1 SHEETS)	11				\$ -				
01	163.1	PM / Production	Basic	STANDARDS (15 SHEETS)	2				\$ -				
01	163.1	PM / Production	Basic	QUANTITY SUMMARY (1 SHEET)	2				\$ -				
01	163.1	Quality Control	Basic	QC	3				\$ -				
01	163.2	PM / Production	Basic	STORM WATER MANAGEMENT PLAN AND TREE PRESERVATION SERVICES					\$ -				
01	163.2	PM / Production	Basic	SW3P DESIGN	4				\$ -				
01	163.2	PM / Production	Basic	SW3P SUMMARY SHEET (2 SHEETS)	3				\$ -				
01	163.2	PM / Production	Basic	EPIC SHEET (1 SHEET)	3				\$ -				
01	163.2	PM / Production	Basic	STANDARDS (3 SHEETS)	2				\$ -				
01	163.2	PM / Production	Basic	QUANTITY SUMMARY (1 SHEET)	2				\$ -				
01	163.2	Quality Control	Basic	QC	3				\$ -				
01	163.3	PM / Production	Basic	SUPPLEMENTAL PS&E DOCUMENTS					\$ -				
01	163.3	PM / Production	Basic	OPCC	11				\$ -				
01	163.3	PM / Production	Basic	DESIGN WAIVERS/EXCEPTIONS	9				\$ -				
01	163.3	PM / Production	Basic	CTD	11				\$ -				
01	163.3	PM / Production	Basic	PROJECT MANUAL	19				\$ -				
01	163.3	PM / Production	Basic	TDLR COORDINATION	1				\$ -				
01	163.3	PM / Production	Basic	QC	3				\$ -				
200 - BID PHASE SERVICES													
01	200.1	PM / Production	Basic	PRE-BID MEETING	6	60			\$ 39				
01	200.1	PM / Production	Basic	PREPARE ADDENDA	9				\$ -				
01	200.1	PM / Production	Basic	ATTEND BID OPENING	6	60			\$ 39				
01	200.1	PM / Production	Basic	BID TABULATION, REC TO AWARD	6				\$ -				
01	200.1	PM / Production	Basic	CONFORMED DOCUMENTS	6				\$ -				
300 - CONSTRUCTION PHASE SERVICES													
01	300.1	PM / Production	Basic	PRE-CON MEETING	6	60			\$ 39				
01	300.1	PM / Production	Basic	BI-WEEKLY STATUS MEETINGS (8)	16	500			\$ 328				
01	300.1	PM / Production	Basic	SITE VISITS (4)	16	250			\$ 164				
01	300.1	PM / Production	Basic	SUBMITTALS REVIEW	13				\$ -				
01	300.1	PM / Production	Basic	RFIS (2 PER MONTH)	13				\$ -				
01	300.1	PM / Production	Basic	MATERIAL TESTING REPORTS	4				\$ -				

Mercer Street Pedestrian Improvements 11/10/2023 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 159,045
	Special Services	\$ 11,361
	Total Project	\$ 170,406

Item 4.

Tasks					Expenses				
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	GPS	CZP FEE	Total Expense Effort
01	300.1	PM / Production	Basic	MONTHLY PAY ESTIMATES (1 HOUR PER PAY APP)	4				\$ -
01	300.1	PM / Production	Basic	FINAL WALKTHROUGH	6	60			\$ 39
01	300.1	PM / Production	Basic	RECORD DRAWINGS	6				\$ -
400 - ADDITIONAL SERVICES									\$ -
01	400.1	PM / Production	Special	EDWARDS AQUIFER PROTECTION PROGRAM COORDINATION AND DOCUMENTATION					\$ -
01	400.1	PM / Production	Special	CONTRIBUTING ZONE PLAN DEVELOPMENT	24			4,000	\$ 4,000
01	400.1	PM / Production	Special	TCEQ COORDINATION	8				\$ -
01	400.2	PM / Production	Special	EDWARDS AQUIFER PERMANENT BMP DESIGN SERVICES					\$ -
01	400.2	PM / Production	Special	PERMANENT BMP DESIGN	11				\$ -
01	400.2	PM / Production	Special	PERMANENT BMP DETAILS (1 SHEET)	11				\$ -
Total Hours / Quantity					863	1,110	50	4,500	
Total Effort					\$ -	\$ 727	\$ 50	\$ 4,500	\$ 5,277

Mercer Street Pedestrian Improvements 11/10/2023 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 159,045
	Special Service	\$ 11,361
	Total Project	\$ 170,406

Item 4.

Phase	Task	Activity	Basic or Special	Task Description	Subconsultants			Total
					MAESTAS	TOSG	Total Sub Effort	Total Effort
				110 - ROUTE DESIGN AND STUDIES			\$ -	\$ -
01	110.1	PM / Production	Basic	ROADWAY DATA COLLECTION AND FIELD RECONNAISSANCE			\$ -	\$ -
01	110.1	PM / Production	Basic	PROJECT NOTEBOOK AND FILE SET UP			\$ -	\$ 667
01	110.1	PM / Production	Basic	DATA COLLECTION AND REVIEW			\$ -	\$ 931
01	110.1	PM / Production	Basic	ROADWAY SITE VISITS AND FIELD RECONNAISSANCE			\$ -	\$ 960
01	110.1	PM / Production	Basic	PREPARE RECONNAISSANCE LAYOUTS, NOTES AND PHOTOGRAPHIC RECORDS			\$ -	\$ 439
01	110.2	PM / Production	Basic	DEVELOP DESIGN CRITERIA			\$ -	\$ -
01	110.2	PM / Production	Basic	REVIEW PROJECT AGAINST CITY OF AUSTIN, TXDOT & PROWAG CRITERIA			\$ -	\$ 667
01	110.2	PM / Production	Basic	PREPARE 1002 FORM PG 3			\$ -	\$ 667
01	110.2	PM / Production	Basic	COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE			\$ -	\$ 403
				120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES			\$ -	\$ -
01	120.1	PM / Production	Basic	TXDOT ENVIRONMENTAL COORDINATION AND DOCUMENTATION			\$ -	\$ -
01	120.1	PM / Production	Basic	WORK PLAN DEVELOPMENT SCOPING			\$ -	\$ 2,859
01	120.1	PM / Production	Basic	SITE VISIT			\$ -	\$ 1,953
01	120.1	PM / Production	Basic	APPENDIX 4 HISTORIC PROJECT COORDINATION REQUEST (PCR)			\$ -	\$ 3,087
01	120.1	PM / Production	Basic	SPECIES ANALYSIS FORM			\$ -	\$ 1,125
01	120.1	PM / Production	Basic	SPECIES ANALYSIS SPREADSHEET			\$ -	\$ 2,108
01	120.1	PM / Production	Basic	SURFACE WATERS ANALYSIS			\$ -	\$ 1,054
01	120.1	PM / Production	Basic	TXDOT REVISION			\$ -	\$ 3,386
01	120.1	PM / Production	Basic	PROJECT TEAM COORDINATION			\$ -	\$ 4,524
01	120.1	Quality Control	Basic	QA/QC			\$ -	\$ 3,469
01	120.2	PM / Production	Basic	EDWARDS AQUIFER PROTECTION PROGRAM COORDINATION AND DOCUMENTATION			\$ -	\$ -
01	120.2	PM / Production	Basic	CONTRIBUTING ZONE PLAN EXCEPTION REQUEST			\$ -	\$ 3,540
01	120.2	PM / Production	Basic	TCEQ COORDINATION			\$ -	\$ 527
				145 - PROJECT MANAGEMENT			\$ -	\$ -
01	145.1	PM / Production	Basic	PROJECT ADMINISTRATION SERVICES			\$ -	\$ -
01	145.1	PM / Production	Basic	INVOICES AND MONTHLY PROGRESS REPORTS (18 MONTHS)			\$ -	\$ 5,849
01	145.2	PM / Production	Basic	PROJECT COORDINATION SERVICES			\$ -	\$ -
01	145.2	PM / Production	Basic	CITY COORDINATION (DESIGN PHASE - 10 MONTHS)			\$ -	\$ 4,034
01	145.2	PM / Production	Basic	COMMENT RESOLUTION MEETINGS (60%, 90%, 100%) & COMMENT RESPONSE			\$ -	\$ 1,210
01	145.2	PM / Production	Basic	TEAM COORDINATION (DESIGN PHASE - 10 MONTHS)			\$ -	\$ 3,983
01	145.3	SA / QA	Basic	QA			\$ -	\$ 3,341
				150 - DESIGN AND CONSTRUCTION SURVEYS			\$ -	\$ -
01	150.1	PM / Production	Basic	DESIGN SURVEY	25,675		\$ 26,959	\$ 26,959
01	150.1	PM / Production	Basic	SURVEYOR COORDINATION			\$ -	\$ 350
				160 - ROADWAY, DRAINAGE AND SIGNING & PAVEMENT MARKINGS DESIGN SERVICES			\$ -	\$ -
01	160.1	PM / Production	Basic	PRELIMINARY SIDEWALK DESIGN KMZ			\$ -	\$ -
01	160.1	PM / Production	Basic	DEVELOP PRELIMINARY SIDEWALK DESIGN			\$ -	\$ 5,377
01	160.1	Quality Control	Basic	QC			\$ -	\$ 268
01	160.2	PM / Production	Basic	ROADWAY DESIGN CONTROLS			\$ -	\$ -
01	160.2	PM / Production	Basic	DESIGN REFINEMENT			\$ -	\$ 3,794
01	160.2	PM / Production	Basic	DTM & EARTHWORK DEVELOPMENT			\$ -	\$ 2,988
01	160.2	PM / Production	Basic	TITLE SHEET (1 SHEET)			\$ -	\$ 439
01	160.2	PM / Production	Basic	PROJECT LAYOUT (1 SHEET)			\$ -	\$ 878
01	160.2	PM / Production	Basic	TYPICAL SECTIONS (2 SHEETS)			\$ -	\$ 1,230
01	160.2	PM / Production	Basic	GENERAL NOTES (2 SHEETS)			\$ -	\$ 878
01	160.2	PM / Production	Basic	HORIZONTAL ALIGNMENT DATA (1 SHEET)			\$ -	\$ 439
01	160.2	PM / Production	Basic	ROADWAY, DRAINAGE AND SIGNING & PAVEMENT MARKINGS LAYOUT SHEETS (5 SHEETS)			\$ -	\$ 10,604
01	160.2	PM / Production	Basic	DRIVEWAY DETAILS (1 SHEET)			\$ -	\$ 2,810
01	160.2	PM / Production	Basic	MISCELLANEOUS DETAILS (1 SHEET)			\$ -	\$ 2,810
01	160.2	PM / Production	Basic	CROSS SECTIONS (15 SHEETS)			\$ -	\$ 2,460
01	160.2	PM / Production	Basic	STANDARDS (15 SHEETS)			\$ -	\$ 1,230
01	160.2	PM / Production	Basic	QUANTITY SUMMARY SHEET (1 SHEET)			\$ -	\$ 703
01	160.2	PM / Production	Basic	SMALL SIGN SUMMARY SHEET (1 SHEET)			\$ -	\$ 703
01	160.2	Quality Control	Basic	QC			\$ -	\$ 3,214
				163 - MISCELLANEOUS ROADWAY SERVICES			\$ -	\$ -
01	163.1	PM / Production	Basic	TRAFFIC CONTROL PLAN DESIGN SERVICES			\$ -	\$ -
01	163.1	PM / Production	Basic	DESIGN			\$ -	\$ 1,106
01	163.1	PM / Production	Basic	SEQUENCE OF WORK AND NARRATIVE (1 SHEET)			\$ -	\$ 1,106
01	163.1	PM / Production	Basic	ADVANCE WARNING SIGN LAYOUTS (1 SHEET)			\$ -	\$ 703
01	163.1	PM / Production	Basic	TYPICAL SECTIONS (1 SHEET)			\$ -	\$ 878
01	163.1	PM / Production	Basic	DETOUR LAYOUT (1 SHEETS)			\$ -	\$ 1,633
01	163.1	PM / Production	Basic	STANDARDS (15 SHEETS)			\$ -	\$ 307
01	163.1	PM / Production	Basic	QUANTITY SUMMARY (1 SHEET)			\$ -	\$ 307
01	163.1	Quality Control	Basic	QC			\$ -	\$ 804
01	163.2	PM / Production	Basic	STORM WATER MANAGEMENT PLAN AND TREE PRESERVATION SERVICES			\$ -	\$ -
01	163.2	PM / Production	Basic	SW3P DESIGN			\$ -	\$ 667
01	163.2	PM / Production	Basic	SW3P SUMMARY SHEET (2 SHEETS)			\$ -	\$ 535
01	163.2	PM / Production	Basic	EPIC SHEET (1 SHEET)			\$ -	\$ 535
01	163.2	PM / Production	Basic	STANDARDS (3 SHEETS)			\$ -	\$ 307
01	163.2	PM / Production	Basic	QUANTITY SUMMARY (1 SHEET)			\$ -	\$ 307
01	163.2	Quality Control	Basic	QC			\$ -	\$ 804
01	163.3	PM / Production	Basic	SUPPLEMENTAL PS&E DOCUMENTS			\$ -	\$ -
01	163.3	PM / Production	Basic	OPCC			\$ -	\$ 1,633
01	163.3	PM / Production	Basic	DESIGN WAIVERS/EXCEPTIONS			\$ -	\$ 1,370
01	163.3	PM / Production	Basic	CTD			\$ -	\$ 1,633
01	163.3	PM / Production	Basic	PROJECT MANUAL			\$ -	\$ 2,688
01	163.3	PM / Production	Basic	TDLR COORDINATION		1,200	\$ 1,260	\$ 1,435
01	163.3	PM / Production	Basic	QC			\$ -	\$ 804
				200 - BID PHASE SERVICES			\$ -	\$ -
01	200.1	PM / Production	Basic	PRE-BID MEETING			\$ -	\$ 1,250
01	200.1	PM / Production	Basic	PREPARE ADDENDA			\$ -	\$ 1,456
01	200.1	PM / Production	Basic	ATTEND BID OPENING			\$ -	\$ 1,250
01	200.1	PM / Production	Basic	BID TABULATION, REC TO AWARD			\$ -	\$ 931
01	200.1	PM / Production	Basic	CONFORMED DOCUMENTS			\$ -	\$ 931
				300 - CONSTRUCTION PHASE SERVICES			\$ -	\$ -
01	300.1	PM / Production	Basic	PRE-CON MEETING			\$ -	\$ 1,298
01	300.1	PM / Production	Basic	BI-WEEKLY STATUS MEETINGS (8)			\$ -	\$ 2,882
01	300.1	PM / Production	Basic	SITE VISITS (4)			\$ -	\$ 2,718
01	300.1	PM / Production	Basic	SUBMITTALS REVIEW			\$ -	\$ 2,063
01	300.1	PM / Production	Basic	RFIS (2 PER MONTH)			\$ -	\$ 2,063
01	300.1	PM / Production	Basic	MATERIAL TESTING REPORTS			\$ -	\$ 729

Mercer Street Pedestrian Improvements 11/10/2023 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 159,045
	Special Service	\$ 11,361
	Total Project	\$ 170,406

Item 4.

Tasks					Subconsultants			Total
Phase	Task	Activity	Basic or Special	Task Description	MAESTAS	TOSG	Total Sub Effort	Total Effort
01	300.1	PM / Production	Basic	MONTHLY PAY ESTIMATES (1 HOUR PER PAY APP)			\$ -	\$ 729
01	300.1	PM / Production	Basic	FINAL WALKTHROUGH			\$ -	\$ 1,298
01	300.1	PM / Production	Basic	RECORD DRAWINGS			\$ -	\$ 968
				400 - ADDITIONAL SERVICES			\$ -	\$ -
01	400.1	PM / Production	Special	EDWARDS AQUIFER PROTECTION PROGRAM COORDINATION AND DOCUMENTATION			\$ -	\$ -
01	400.1	PM / Production	Special	CONTRIBUTING ZONE PLAN DEVELOPMENT			\$ -	\$ 7,040
01	400.1	PM / Production	Special	TCEQ COORDINATION			\$ -	\$ 1,054
01	400.2	PM / Production	Special	EDWARDS AQUIFER PERMANENT BMP DESIGN SERVICES			\$ -	\$ -
01	400.2	PM / Production	Special	PERMANENT BMP DESIGN			\$ -	\$ 1,633
01	400.2	PM / Production	Special	PERMANENT BMP DETAILS (1 SHEET)			\$ -	\$ 1,633
Total Hours / Quantity					\$ 25,675	\$ 1,200		
Total Effort					\$ 26,959	\$ 1,260	\$ 28,219	\$ 170,406



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 12/19/2023

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and a Maintenance Bond for Arrowhead Ranch Subdivision Offsite Wastewater. Applicant: DNT Construction, LLC**

Agenda Item Requestor: Mayor Bill Foulds Jr.

Summary/Background: Arrowhead Ranch Offsite Wastewater public improvements have been completed and inspected. The City Engineer, City Inspector and Public Works Director have performed a final walk with the Design Engineer and found all improvements to be completed in conformance with the approved construction plans.

Commission Recommendations:

Recommended Council Actions: City staff recommends approval.

Attachments:

Next Steps/Schedule: Send to City Secretary for execution

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2023-

**ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE
BOND FOR ARROWHEAD RANCH SUBDIVISION OFFSITE
WASTEWATER IMPROVEMENTS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR ARROWHEAD RANCH SUBDIVISION OFFSITE WASTEWATER IMPROVEMENTS, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, DNT Construction, LLC. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Arrowhead Ranch Subdivision Offsite Wastewater improvements (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Arrowhead Ranch Subdivision Offsite Wastewater; and

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

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

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by

reference as findings of fact as if expressly set forth herein.

2. The City Council hereby accepts the Offsite Wastewater Improvements at the Arrowhead Ranch Subdivision.
3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. PB03016801012, from Philadelphia Indemnity Insurance Company (“Insurer”), included and attached herein (Attachment “A”).
4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
5. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the day of , 2023, 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:

Andrea Cunningham, City Secretary

Attachment "A"

(Insert Maintenance Bond No. PB03016801012: DNT Construction LLC., and Philadelphia Indemnity Insurance Company)

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016801012

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs, Texas as Obligee, in the penal sum of Sixteen Thousand Nine Hundred Fifty Four & 80/100 & 80/100 (\$16,954.80) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract for Arrowhead Ranch Offsite Waste Water (Wastewater Improvements), which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

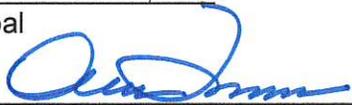
No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 24th day of October, 2023.

DNT Construction, LLC

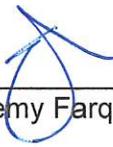
Principal

By: _____


Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: _____


Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

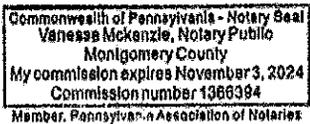
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of October, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying

Item 5.

5501 West William Cannon • Austin, Texas 78749
Phone (512)280-5160 • Fax (512)280-5165

ENGINEER'S CONCURRENCE FOR ACCEPTANCE

PROJECT: ARROWHEAD RANCH OFFSITE WASTEWATER

SCOPE OF WORK: W _____ WW X S/D _____ **ALL** _____

Owner's Name and Address

Consultant Engineer's Name
and Address

TF Arrowhead, L.P.
Starwood Land Ventures, LLC
6310 Capital Drive, Suite 130
Bradenton, Florida 34202

Carlson, Brigance & Doering, Inc.
Douglas R. Rummel, P.E.
5501 West William Cannon Drive
Austin, Texas 78749

This is to certify that I, the undersigned professional engineer, or my representative, have visited the referenced project site during construction. We have reviewed construction progress reports, logs, shop drawings, and test reports. On this date, I made an on-site inspection of the referenced project finding the project at least 95% complete. We find no discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by the City of Dripping Springs upon satisfactory correction of the following items:

Established Revegetation



Seal

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

Douglas R. Rummel, P.E.

11-7-23

Date

93648

Texas Registration Number

CARLSON, BRIGANCE & DOERING, INC.
(F-3791)



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator 

Date: December 19, 2023

RE: November 2023 City Treasurer's Report

General Fund:

The General Fund received **\$627,365.32** in revenues for November.

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

- 100-000-40001: Sales Tax Revenue – \$353,563.16 was received in November, of which \$271,484.26 is considered City Revenues and not allocated to either the Utility Fund or through agreements. This represents a decrease of 8.99% over November 2022 collections.
- 100-000-46001: Other Revenues – This line items shows to have received \$104,080.50 in November. The majority of this revenue will be redistributed to the appropriate accounts in different funds (such as DSRP and Impact).
- 100-200-43000: Site Development Fees: – \$23,434.27 was received in November.
- 100-200-43031: Building Code Fees – \$85,453.70 was received in November.

General Fund expenditures are in line with the amended budget.

Utility Fund:

The Utility Fund received **\$354,301.50** in revenues for November.

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

- 400-300-43018: Wastewater Service Fees – \$126,225.34 from Water Supply Corp. was received in November and will be applied to FY 2023. This represents payments for September 2023.
- 400-300-47009: Sales Tax – The Utilities Funds Sales Tax allocation for November was \$70,712.63.
- 400-301-43041: Water Usage - \$19,700.01 was received in November.
- 400-310-41001: PEC Franchise Fee – PEC's first quarterly payment for FY 2024 totaled \$61,676.54. This represents 47.44% of the total budgeted amount.

Utility Fund expenditures are in line with the adopted budget.

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$6,645.83** in revenues for November. Much of the DSRP's revenue comes via CivicRec, which is initially deposited into the General Fund (Other Revenues) and transferred into the DSRP the next month.

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



DRIPPING SPRINGS Texas

- 200-401-44007: Miscellaneous Events – \$5,580.00 was received in November. These are the final revenues from the Hell House display at DSRP in October.

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

- 200-401-70002: Contingencies/Emergency Fund - \$48,861.66 was spent from this line item to address some electrical issues uncovered installing the Ice Rink. A future budget amendment will be presented to Council to consider backfilling this line item with additional HOT revenues.

Banking:

On November 30th, the City's cash balance was **\$28.77 Million**. This is a 0.5% increase from the previous month's cash balances. A total of **\$60,446.16** was collected in interest revenues for the month of November.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	3,389,487.36	3,389,487.36	0.00	0.00	-3,389,487.36	100.00 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	353,563.16	753,488.23	-3,046,511.77	80.17 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	8,600.20	16,905.23	-58,094.77	77.46 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
100-000-42000	Alcohol Permit Fees	9,000.00	9,000.00	117.50	252.50	-8,747.50	97.19 %
100-000-46001	Other Revenues	40,000.00	40,000.00	104,080.50	85,275.52	45,275.52	213.19 %
100-000-46002	Interest	50,000.00	50,000.00	15,458.14	31,476.09	-18,523.91	37.05 %
100-000-46014	Transportation Improvements Reim	240,000.00	240,000.00	0.00	0.00	-240,000.00	100.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47013	Transfer From TIRZ	100,558.00	100,558.00	0.00	0.00	-100,558.00	100.00 %
	Department: 000 - Undesignated Total:	7,763,445.36	7,763,445.36	481,819.50	887,397.57	-6,876,047.79	88.57%
Department: 105 - Communications							
100-105-44000	Sponsorships & Donations	30,000.00	30,000.00	250.00	250.00	-29,750.00	99.17 %
100-105-46006	Merchandise	17,500.00	17,500.00	995.25	4,181.55	-13,318.45	76.11 %
100-105-47005	Transfer from HOT	62,709.00	62,709.00	0.00	0.00	-62,709.00	100.00 %
	Department: 105 - Communications Total:	110,209.00	110,209.00	1,245.25	4,431.55	-105,777.45	95.98%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	7,250.00	10,795.00	-64,205.00	85.61 %
100-200-43000	Site Development Fees	850,000.00	850,000.00	23,434.27	63,107.69	-786,892.31	92.58 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	8,665.00	10,810.00	-54,190.00	83.37 %
100-200-43030	Subdivision Fees	638,875.00	638,875.00	500.00	1,200.00	-637,675.00	99.81 %
	Department: 200 - Planning & Development Total:	1,628,875.00	1,628,875.00	39,849.27	85,912.69	-1,542,962.31	94.73%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	3,475.00	11,900.00	11,900.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	2,847.60	4,437.12	-45,562.88	91.13 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	85,453.70	155,534.15	-1,344,465.85	89.63 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	91,776.30	171,871.27	-1,378,128.73	88.91%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,000.00	5,000.00	2,600.00	2,605.00	-2,395.00	47.90 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	190.00	140.00	-1,660.00	92.22 %
100-400-44002	Program & Event Fees	22,600.00	22,600.00	90.00	175.00	-22,425.00	99.23 %
100-400-44004	Park Rental Income	6,000.00	6,000.00	9,795.00	6,295.00	295.00	104.92 %
100-400-47002	Transfer from Parkland Dedication	541,480.00	541,480.00	0.00	0.00	-541,480.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	579,880.00	579,880.00	12,675.00	9,215.00	-570,665.00	98.41%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	55,300.00	55,300.00	0.00	0.00	-55,300.00	100.00 %
100-402-44004	Park Rental Income	20,800.00	20,800.00	0.00	0.00	-20,800.00	100.00 %
	Department: 402 - Aquatics Total:	76,100.00	76,100.00	0.00	0.00	-76,100.00	100.00%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	0.00	0.00	-6,250.00	100.00 %
100-404-45001	FD Food Booths	1,300.00	1,300.00	0.00	0.00	-1,300.00	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
100-404-45003	FD Carnival	14,000.00	14,000.00	0.00	0.00	-14,000.00	100.00 %
100-404-45004	FD Parade Registration Fees	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
100-404-45005	FD Sponsorships	90,000.00	90,000.00	0.00	0.00	-90,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45006	FD Parking Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-404-45007	FD Electric Fees	3,300.00	3,300.00	0.00	0.00	-3,300.00	100.00 %
Department: 404 - Founders Day Total:		124,450.00	124,450.00	0.00	0.00	-124,450.00	100.00%
Revenue Total:		11,832,959.36	11,832,959.36	627,365.32	1,158,828.08	-10,674,131.28	90.21%
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	3,238,716.65	3,238,716.65	0.00	0.00	3,238,716.65	100.00 %
100-000-61000	Health Insurance	279,323.88	279,323.88	4,236.07	13,004.83	266,319.05	95.34 %
100-000-61005	Federal Withholding	259,605.82	259,605.82	0.00	0.00	259,605.82	100.00 %
100-000-61006	TMRS	185,186.55	185,186.55	0.00	0.00	185,186.55	100.00 %
100-000-62009	Human Resources Consultant	28,306.00	28,306.00	0.00	3,666.66	24,639.34	87.05 %
100-000-63004	Dues, Fees & Subscriptions	31,500.00	31,500.00	3,584.90	11,297.03	20,202.97	64.14 %
100-000-63005	Training/Continuing Education	84,158.93	84,158.93	12,993.66	15,343.07	68,815.86	81.77 %
100-000-64000	Office Supplies	35,000.00	35,000.00	2,656.97	3,855.62	31,144.38	88.98 %
100-000-64004	Office Furniture and Equipment	10,300.00	10,300.00	299.99	299.99	10,000.01	97.09 %
100-000-66002	Postage & Shipping	3,500.00	3,500.00	90.29	90.29	3,409.71	97.42 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	5,000.00	5,000.00	0.00	0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-000-90002	Transfer to TIRZ	668,644.77	668,644.77	0.00	0.00	668,644.77	100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	86,010.00	86,010.00	0.00	0.00	86,010.00	100.00 %
100-000-90015	Transfer to Farmers Marke	16,679.31	16,679.31	0.00	0.00	16,679.31	100.00 %
Department: 000 - Undesignated Total:		5,797,331.91	5,797,331.91	28,861.88	52,557.49	5,744,774.42	99.09%
Department: 100 - City Council/Boards & Commissions							
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 100 - City Council/Boards & Commissions Total:		17,000.00	17,000.00	0.00	0.00	17,000.00	100.00%
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	38,959.93	76,754.89	-76,754.89	0.00 %
100-101-60002	Overtime	0.00	0.00	113.62	206.50	-206.50	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,471.02	2,940.74	-2,940.74	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	134.80	269.60	-269.60	0.00 %
100-101-61002	Medicare	0.00	0.00	534.09	1,050.99	-1,050.99	0.00 %
100-101-61003	Social Security	0.00	0.00	2,279.19	4,489.45	-4,489.45	0.00 %
100-101-61006	TMRS	0.00	0.00	2,367.86	4,663.85	-4,663.85	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	45,860.51	90,376.02	-90,376.02	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	10,551.68	22,637.09	-22,637.09	0.00 %
100-102-60002	Overtime	0.00	0.00	52.30	92.37	-92.37	0.00 %
100-102-61000	Health Insurance	0.00	0.00	967.30	1,932.84	-1,932.84	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	67.40	134.80	-134.80	0.00 %
100-102-61002	Medicare	0.00	0.00	151.40	324.86	-324.86	0.00 %
100-102-61003	Social Security	0.00	0.00	647.34	1,389.01	-1,389.01	0.00 %
100-102-61006	TMRS	0.00	0.00	642.60	1,377.40	-1,377.40	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00 %
100-102-64003	Uniforms	0.00	0.00	138.00	138.00	-138.00	0.00 %
100-102-64032	Meeting Supplies	12,700.00	12,700.00	123.39	123.39	12,576.61	99.03 %
100-102-66003	Public Notices	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-102-69003	Records Management	1,220.00	1,220.00	60.00	120.00	1,100.00	90.16 %
Department: 102 - City Secretary Total:		29,120.00	29,120.00	13,401.41	28,269.76	850.24	2.92%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	500.00	15,000.00	96.77 %
	Department: 103 - Courts Total:	15,500.00	15,500.00	0.00	500.00	15,000.00	96.77%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	13,066.74	25,734.73	-25,734.73	0.00 %
100-104-60001	Part-time Employees	0.00	0.00	85.00	200.00	-200.00	0.00 %
100-104-61000	Health Insurance	0.00	0.00	490.44	980.88	-980.88	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	33.70	67.40	-67.40	0.00 %
100-104-61002	Medicare	0.00	0.00	188.57	371.80	-371.80	0.00 %
100-104-61003	Social Security	0.00	0.00	806.35	1,589.84	-1,589.84	0.00 %
100-104-61004	Unemployment	0.00	0.00	1.36	3.20	-3.20	0.00 %
100-104-61006	TMRS	0.00	0.00	791.84	1,559.52	-1,559.52	0.00 %
100-104-62003	Special Counsel and Consultants	49,000.00	49,000.00	908.20	908.20	48,091.80	98.15 %
	Department: 104 - City Attorney Total:	49,000.00	49,000.00	16,372.20	31,415.57	17,584.43	35.89%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	13,696.29	27,606.77	-27,606.77	0.00 %
100-105-61000	Health Insurance	0.00	0.00	992.04	1,979.52	-1,979.52	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	67.40	134.80	-134.80	0.00 %
100-105-61002	Medicare	0.00	0.00	197.56	398.22	-398.22	0.00 %
100-105-61003	Social Security	0.00	0.00	844.70	1,702.68	-1,702.68	0.00 %
100-105-61006	TMRS	0.00	0.00	830.00	1,672.98	-1,672.98	0.00 %
100-105-63023	General Maintenance	32,670.00	32,670.00	0.00	8,910.00	23,760.00	72.73 %
100-105-64021	Merchandise	23,639.00	23,639.00	2,972.00	3,222.00	20,417.00	86.37 %
100-105-66000	Website	6,800.00	6,800.00	0.00	0.00	6,800.00	100.00 %
100-105-66005	Public Relations	15,300.00	15,300.00	0.00	0.00	15,300.00	100.00 %
100-105-66010	Events, Entertainment & Activities	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00 %
100-105-70003	Other Expenses	25,400.00	25,400.00	323.96	323.96	25,076.04	98.72 %
	Department: 105 - Communications Total:	132,309.00	132,309.00	19,923.95	45,950.93	86,358.07	65.27%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	5,871.11	12,834.48	-12,834.48	0.00 %
100-106-61000	Health Insurance	0.00	0.00	499.70	998.34	-998.34	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	33.70	67.40	-67.40	0.00 %
100-106-61002	Medicare	0.00	0.00	84.96	185.75	-185.75	0.00 %
100-106-61003	Social Security	0.00	0.00	363.24	794.21	-794.21	0.00 %
100-106-61006	TMRS	0.00	0.00	355.78	777.76	-777.76	0.00 %
100-106-64001	Office IT Equipment & Support	139,499.00	139,499.00	45,115.37	49,447.99	90,051.01	64.55 %
100-106-64002	Software	192,000.00	192,000.00	11,523.92	36,983.80	155,016.20	80.74 %
100-106-65000	Network/Phone	58,395.84	58,395.84	4,132.72	8,666.24	49,729.60	85.16 %
	Department: 106 - IT Total:	389,894.84	389,894.84	67,980.50	110,755.97	279,138.87	71.59%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	18,731.67	37,020.83	-37,020.83	0.00 %
100-107-60002	Overtime	0.00	0.00	4.95	70.60	-70.60	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,460.36	2,917.34	-2,917.34	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	101.10	202.20	-202.20	0.00 %
100-107-61002	Medicare	0.00	0.00	248.32	491.10	-491.10	0.00 %
100-107-61003	Social Security	0.00	0.00	1,061.75	2,099.83	-2,099.83	0.00 %
100-107-61006	TMRS	0.00	0.00	1,135.43	2,247.73	-2,247.73	0.00 %
100-107-62001	Financial Services	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00 %
100-107-67000	TML Liability Insurance	27,277.00	27,277.00	0.00	5,543.75	21,733.25	79.68 %
100-107-67001	TML Property Insurance	48,810.00	48,810.00	243.00	13,721.00	35,089.00	71.89 %
100-107-67002	TML Workmen's Comp Insurance	34,656.00	34,656.00	0.00	8,664.00	25,992.00	75.00 %
100-107-70001	Mileage	0.00	0.00	21.45	163.59	-163.59	0.00 %
100-107-80004	Series 2024	367,000.00	367,000.00	0.00	0.00	367,000.00	100.00 %
100-107-90003	Transfer to Wastewater Utility Fund	760,000.00	760,000.00	70,712.63	150,697.64	609,302.36	80.17 %
100-107-90004	SPA & ECO D Transfers	218,880.00	218,880.00	25,004.24	25,004.24	193,875.76	88.58 %
	Department: 107 - Finance Total:	1,494,123.00	1,494,123.00	118,724.90	248,843.85	1,245,279.15	83.35%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	16,427.62	32,471.56	-32,471.56	0.00 %
100-200-60002	Overtime	0.00	0.00	43.08	59.38	-59.38	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,471.08	2,939.24	-2,939.24	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	101.10	202.20	-202.20	0.00 %
100-200-61002	Medicare	0.00	0.00	230.08	454.21	-454.21	0.00 %
100-200-61003	Social Security	0.00	0.00	983.79	1,942.13	-1,942.13	0.00 %
100-200-61006	TMRS	0.00	0.00	998.12	1,971.38	-1,971.38	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
100-200-62005	Health Inspector	60,000.00	60,000.00	0.00	4,049.10	55,950.90	93.25 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00 %
100-200-62010	Miscellaneous Consultant	165,000.00	165,000.00	0.00	0.00	165,000.00	100.00 %
Department: 200 - Planning & Development Total:		313,500.00	313,500.00	20,254.87	44,089.20	269,410.80	85.94%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	24,386.45	54,558.93	-54,558.93	0.00 %
100-201-60002	Overtime	0.00	0.00	316.62	862.61	-862.61	0.00 %
100-201-61000	Health Insurance	0.00	0.00	2,412.66	5,300.82	-5,300.82	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	168.50	370.70	-370.70	0.00 %
100-201-61002	Medicare	0.00	0.00	352.42	791.32	-791.32	0.00 %
100-201-61003	Social Security	0.00	0.00	1,506.84	3,383.47	-3,383.47	0.00 %
100-201-61006	TMRS	0.00	0.00	1,497.00	3,358.54	-3,358.54	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	65,880.00	65,880.00	684,120.00	91.22 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	275.00	275.00	1,725.00	86.25 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-201-64003	Uniforms	0.00	0.00	949.84	1,233.84	-1,233.84	0.00 %
Department: 201 - Building Total:		792,000.00	792,000.00	97,745.33	136,015.23	655,984.77	82.83%
Department: 300 - Wastewater							
100-300-60000	Regular Employees	0.00	0.00	7,504.16	16,981.24	-16,981.24	0.00 %
100-300-61000	Health Insurance	0.00	0.00	489.90	978.52	-978.52	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	33.70	67.40	-67.40	0.00 %
100-300-61002	Medicare	0.00	0.00	101.10	230.81	-230.81	0.00 %
100-300-61003	Social Security	0.00	0.00	432.30	986.92	-986.92	0.00 %
100-300-61006	TMRS	0.00	0.00	454.76	1,029.08	-1,029.08	0.00 %
100-300-71001	Transportation Improvement Proje	1,140,000.00	1,140,000.00	131,332.00	131,332.00	1,008,668.00	88.48 %
Department: 300 - Wastewater Total:		1,140,000.00	1,140,000.00	140,347.92	151,605.97	988,394.03	86.70%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	30,365.69	59,807.82	-59,807.82	0.00 %
100-304-60002	Overtime	0.00	0.00	865.94	1,385.72	-1,385.72	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	1,600.00	-1,600.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,374.00	6,743.48	-6,743.48	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	235.90	471.80	-471.80	0.00 %
100-304-61002	Medicare	0.00	0.00	445.15	871.89	-871.89	0.00 %
100-304-61003	Social Security	0.00	0.00	1,903.38	3,728.03	-3,728.03	0.00 %
100-304-61006	TMRS	0.00	0.00	1,941.10	3,805.27	-3,805.27	0.00 %
100-304-63000	Office Maintenance/Repairs	19,860.00	19,860.00	1,329.91	2,075.03	17,784.97	89.55 %
100-304-63001	Equipment Maintenance	6,750.00	6,750.00	129.29	129.29	6,620.71	98.08 %
100-304-63002	Fleet Maintenance	78,020.00	78,020.00	1,698.81	2,931.62	75,088.38	96.24 %
100-304-63008	Stephenson Building & Lawn Maint	550.00	550.00	0.00	0.00	550.00	100.00 %
100-304-63009	Street/ROW Maintenance	211,005.00	211,005.00	1,003.50	-3,600.00	214,605.00	101.71 %
100-304-64003	Uniforms	17,500.00	17,500.00	2,236.61	2,236.61	15,263.39	87.22 %
100-304-64006	Fleet Acquisition	361,000.00	361,000.00	0.00	0.00	361,000.00	100.00 %
100-304-64009	Maintenance Equipment	8,500.00	8,500.00	562.33	562.33	7,937.67	93.38 %
100-304-64010	Maintenance Supplies	6,500.00	6,500.00	386.55	386.55	6,113.45	94.05 %
100-304-65001	Street Electricy	20,000.00	20,000.00	1,145.36	1,642.61	18,357.39	91.79 %
100-304-65002	City Streets Water	4,000.00	4,000.00	281.85	281.85	3,718.15	92.95 %
100-304-65003	Office Electricy	5,500.00	5,500.00	501.87	501.87	4,998.13	90.88 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-65004	Office Water	650.00	650.00	41.51	41.51	608.49 93.61 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	76.50	76.50	1,423.50 94.90 %
100-304-65006	Stephenson Water	500.00	500.00	35.63	35.63	464.37 92.87 %
100-304-65009	Triangle Electric	0.00	0.00	38.25	38.25	-38.25 0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
100-304-69006	Stephenson Bldg Improvements	92,025.00	92,025.00	0.00	2,850.00	89,175.00 96.90 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00 100.00 %
100-304-69011	City Hall Planning	20,000.00	20,000.00	0.00	0.00	20,000.00 100.00 %
100-304-71002	Street Improvements	660,000.00	660,000.00	0.00	0.00	660,000.00 100.00 %
100-304-71003	City Hall Improvements	556,000.00	556,000.00	0.00	0.00	556,000.00 100.00 %
Department: 304 - Maintenance Total:		2,271,860.00	2,271,860.00	49,399.13	88,603.66	2,183,256.34 96.10%
Department: 400 - Parks & Recreation						
100-400-60000	Regular Employees	0.00	0.00	12,325.76	24,295.10	-24,295.10 0.00 %
100-400-60001	Part-time Employees	27,801.76	27,801.76	0.00	0.00	27,801.76 100.00 %
100-400-60002	Overtime	0.00	0.00	31.46	65.14	-65.14 0.00 %
100-400-60005	Camp Staff	0.00	0.00	121.61	121.61	-121.61 0.00 %
100-400-61000	Health Insurance	0.00	0.00	507.34	1,012.89	-1,012.89 0.00 %
100-400-61001	Dental Insurance	0.00	0.00	34.01	68.04	-68.04 0.00 %
100-400-61002	Medicare	0.00	0.00	179.65	352.40	-352.40 0.00 %
100-400-61003	Social Security	0.00	0.00	768.20	1,506.85	-1,506.85 0.00 %
100-400-61004	Unemployment	0.00	0.00	1.94	1.94	-1.94 0.00 %
100-400-61006	TMRS	0.00	0.00	748.85	1,476.23	-1,476.23 0.00 %
100-400-63004	Dues, Fees & Subscriptions	3,402.00	3,402.00	0.00	0.00	3,402.00 100.00 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	570.00	570.00	-570.00 0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	500.00	500.00	-500.00 0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	650.00	650.00	-650.00 0.00 %
100-400-63013	General Parks Maintenance	9,000.00	9,000.00	0.00	0.00	9,000.00 100.00 %
100-400-63015	Founders Park/Pool Maintenance	17,740.00	17,740.00	2,405.71	2,405.71	15,334.29 86.44 %
100-400-63016	Sports & Rec Park Maintenance	42,920.00	42,920.00	51.48	51.48	42,868.52 99.88 %
100-400-63017	Charro Ranch Park Maintenance	9,300.00	9,300.00	0.00	0.00	9,300.00 100.00 %
100-400-63018	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	0.00	700.00 100.00 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00 100.00 %
100-400-63037	Rathgeber Maintenance	0.00	0.00	5.00	5.00	-5.00 0.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
100-400-64011	Park Supplies	8,550.00	8,550.00	416.21	416.21	8,133.79 95.13 %
100-400-64012	Charro Ranch Supplies	1,250.00	1,250.00	0.00	0.00	1,250.00 100.00 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	224.99	224.99	-224.99 0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00 100.00 %
100-400-64015	Park Program & Event Supplies	10,950.00	10,950.00	2,431.82	2,431.82	8,518.18 77.79 %
100-400-64033	Rathgeber Supplies	600.00	600.00	0.00	0.00	600.00 100.00 %
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00 100.00 %
100-400-65007	Portable Toilets	7,250.00	7,250.00	605.00	1,210.00	6,040.00 83.31 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00 100.00 %
100-400-65010	Triangle Water	500.00	500.00	35.18	35.18	464.82 92.96 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	-24,715.97	-24,715.97	37,715.97 290.12 %
100-400-65012	Sports & Rec Park Electricy	2,500.00	2,500.00	443.68	156.79	2,343.21 93.73 %
100-400-65014	Founders Park/Pool Electricy	0.00	0.00	528.50	528.50	-528.50 0.00 %
100-400-66001	Advertising	16,250.00	16,250.00	54.00	54.00	16,196.00 99.67 %
100-400-70003	Other Expenses	13,320.00	13,320.00	0.00	0.00	13,320.00 100.00 %
100-400-71004	All Parks Improvements	156,500.00	156,500.00	488.93	488.93	156,011.07 99.69 %
100-400-71005	Founders Park/Pool Improvmts	597,000.00	597,000.00	0.00	0.00	597,000.00 100.00 %
100-400-71006	Sports & Rec Park Improvements	54,000.00	54,000.00	0.00	0.00	54,000.00 100.00 %
100-400-71007	Charro Ranch Improvements	600.00	600.00	0.00	0.00	600.00 100.00 %
100-400-71010	Rathgeber Improvements	215,000.00	215,000.00	35,738.07	35,738.07	179,261.93 83.38 %
100-400-71012	Skate Park Improvements	150,000.00	150,000.00	0.00	75,000.00	75,000.00 50.00 %
Department: 400 - Parks & Recreation Total:		1,369,101.76	1,369,101.76	35,151.42	124,650.91	1,244,450.85 90.90%
Department: 401 - DSRP						
100-401-60000	Regular Employees	540,752.60	540,752.60	39,515.57	80,745.47	460,007.13 85.07 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-401-60002	Overtime	0.00	0.00	235.77	665.98	-665.98 0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	1,600.00	-1,600.00 0.00 %
100-401-61000	Health Insurance	66,694.30	66,694.30	4,801.44	9,349.54	57,344.76 85.98 %
100-401-61001	Dental Insurance	0.00	0.00	336.69	656.51	-656.51 0.00 %
100-401-61002	Medicare	0.00	0.00	551.85	1,131.45	-1,131.45 0.00 %
100-401-61003	Social Security	0.00	0.00	2,359.56	4,837.94	-4,837.94 0.00 %
100-401-61005	Federal Withholding	43,887.57	43,887.57	0.00	0.00	43,887.57 100.00 %
100-401-61006	TMRS	31,931.44	31,931.44	2,457.42	4,942.57	26,988.87 84.52 %
Department: 401 - DSRP Total:		683,265.91	683,265.91	51,058.30	103,929.46	579,336.45 84.79%
Department: 402 - Aquatics						
100-402-60000	Regular Employees	0.00	0.00	3,617.42	7,116.51	-7,116.51 0.00 %
100-402-60007	Aquatic Staff	130,642.09	130,642.09	0.00	0.00	130,642.09 100.00 %
100-402-61000	Health Insurance	0.00	0.00	482.38	963.88	-963.88 0.00 %
100-402-61001	Dental Insurance	0.00	0.00	33.70	67.40	-67.40 0.00 %
100-402-61002	Medicare	0.00	0.00	47.10	92.49	-92.49 0.00 %
100-402-61003	Social Security	0.00	0.00	201.42	395.51	-395.51 0.00 %
100-402-61006	TMRS	0.00	0.00	219.22	431.27	-431.27 0.00 %
100-402-63015	Founders Park/Pool Maintenance	36,000.00	36,000.00	0.00	0.00	36,000.00 100.00 %
100-402-64013	Pool Supplies	40,075.00	40,075.00	0.00	0.00	40,075.00 100.00 %
100-402-65000	Network/Phone	3,040.00	3,040.00	0.00	0.00	3,040.00 100.00 %
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	217.61	217.61	5,782.39 96.37 %
100-402-65014	FMP Pool/Pavilion Electric	5,000.00	5,000.00	0.00	0.00	5,000.00 100.00 %
100-402-65019	Propane/Natural Gas	13,250.00	13,250.00	0.00	0.00	13,250.00 100.00 %
Department: 402 - Aquatics Total:		234,007.09	234,007.09	4,818.85	9,284.67	224,722.42 96.03%
Department: 404 - Founders Day						
100-404-63019	FD Clean Up	20,000.00	20,000.00	0.00	0.00	20,000.00 100.00 %
100-404-63038	FD Transportation	7,000.00	7,000.00	0.00	0.00	7,000.00 100.00 %
100-404-64016	FD Event Supplies	7,750.00	7,750.00	0.00	0.00	7,750.00 100.00 %
100-404-64017	FD Event Tent, Table, & Chairs	4,400.00	4,400.00	0.00	0.00	4,400.00 100.00 %
100-404-64018	FD Barricades	6,500.00	6,500.00	0.00	0.00	6,500.00 100.00 %
100-404-65007	Portable Toilets	15,000.00	15,000.00	0.00	0.00	15,000.00 100.00 %
100-404-65016	FD Electricity	2,225.00	2,225.00	0.00	0.00	2,225.00 100.00 %
100-404-66008	FD Parade	650.00	650.00	0.00	0.00	650.00 100.00 %
100-404-66009	FD Publicity	2,500.00	2,500.00	0.00	0.00	2,500.00 100.00 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	0.00	22,500.00 100.00 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00 100.00 %
100-404-68005	FD Security	35,000.00	35,000.00	0.00	0.00	35,000.00 100.00 %
100-404-68006	FD Health, Safety & Lighting	30,500.00	30,500.00	0.00	0.00	30,500.00 100.00 %
Department: 404 - Founders Day Total:		160,025.00	160,025.00	0.00	0.00	160,025.00 100.00%
Department: 500 - Emergency Management						
100-500-60000	Regular Employees	0.00	0.00	6,074.31	11,949.93	-11,949.93 0.00 %
100-500-61000	Health Insurance	0.00	0.00	17.06	33.00	-33.00 0.00 %
100-500-61001	Dental Insurance	0.00	0.00	33.70	67.40	-67.40 0.00 %
100-500-61002	Medicare	0.00	0.00	87.32	171.75	-171.75 0.00 %
100-500-61003	Social Security	0.00	0.00	373.33	734.35	-734.35 0.00 %
100-500-61006	TMRS	0.00	0.00	368.10	724.16	-724.16 0.00 %
100-500-68000	Emergency Management Equip	79,200.00	79,200.00	0.00	0.00	79,200.00 100.00 %
100-500-68001	Emergency Fire& Safety	996.00	996.00	0.00	0.00	996.00 100.00 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
100-500-68003	Emergency Equipment Maint	12,102.00	12,102.00	174.67	1,215.27	10,886.73 89.96 %
Department: 500 - Emergency Management Total:		94,298.00	94,298.00	7,128.49	14,895.86	79,402.14 84.20%
Expense Total:		14,982,336.51	14,982,336.51	717,029.66	1,281,744.55	13,700,591.96 91.44%
Fund: 100 - General Fund Surplus (Deficit):		-3,149,377.15	-3,149,377.15	-89,664.34	-122,916.47	3,026,460.68 96.10%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	9,500.00	9,500.00	0.00	1,340.00	-8,160.00	85.89 %
200-401-43010	Stall Rental Fees	37,200.00	37,200.00	0.00	11,800.99	-25,399.01	68.28 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	0.00	1,543.25	-17,456.75	91.88 %
200-401-43012	Facility Rental Fees	113,500.00	113,500.00	0.00	8,207.50	-105,292.50	92.77 %
200-401-43013	Equipment Rental Fees	6,000.00	6,000.00	0.00	485.00	-5,515.00	91.92 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	0.00	425.00	-3,575.00	89.38 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	0.00	1,300.00	-23,700.00	94.80 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	0.00	255.00	-52,020.00	99.51 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	-570.00	480.00	-136,620.00	99.65 %
200-401-44006	Riding Series	35,000.00	35,000.00	0.00	5,699.25	-29,300.75	83.72 %
200-401-44007	Miscellaneous Events	2,000.00	2,000.00	5,580.00	15,128.00	13,128.00	756.40 %
200-401-44008	Program Fees	15,100.00	15,100.00	0.00	2,677.00	-12,423.00	82.27 %
200-401-44009	Ice Rink	0.00	0.00	500.00	1,300.00	1,300.00	0.00 %
200-401-44011	Ice Rink	329,425.00	329,425.00	0.00	0.00	-329,425.00	100.00 %
200-401-46001	Other Revenues	500.00	500.00	0.00	225.00	-275.00	55.00 %
200-401-46002	Interest	2,000.00	2,000.00	1,135.83	2,837.02	837.02	141.85 %
200-401-46006	Merchandise Sales	22,065.20	22,065.20	0.00	5,933.01	-16,132.19	73.11 %
200-401-47005	Transfer from HOT Fund	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00 %
	Department: 401 - DSRP Total:	1,109,665.20	1,109,665.20	6,645.83	59,636.02	-1,050,029.18	94.63%
	Revenue Total:	1,109,665.20	1,109,665.20	6,645.83	59,636.02	-1,050,029.18	94.63%
Expense							
Department: 400 - Parks & Recreation							
200-400-63035	Ranch House Maintenance	10,000.00	10,000.00	1,390.09	1,390.09	8,609.91	86.10 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	11,000.00	11,000.00	1,390.09	1,390.09	9,609.91	87.36%
Department: 401 - DSRP							
200-401-60003	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005	Camp Staff	108,246.48	108,246.48	0.00	0.00	108,246.48	100.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	2,400.88	6,118.47	-6,118.47	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	175.99	175.99	24,824.01	99.30 %
200-401-63002	Fleet Maintenance	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
200-401-63003	Lawn Maintenance	0.00	0.00	1,297.11	1,297.11	-1,297.11	0.00 %
200-401-63004	Dues, Fees & Subscriptions	5,127.50	5,127.50	971.50	1,064.78	4,062.72	79.23 %
200-401-63005	Training/Continuing Education	12,400.00	12,400.00	0.00	0.00	12,400.00	100.00 %
200-401-63023	General Maintenance	177,387.24	177,387.24	213.51	213.51	177,173.73	99.88 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	1,400.00	1,400.00	2,600.00	65.00 %
200-401-63028	Lift Station Maintenance	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	455.16	455.16	9,544.84	95.45 %
200-401-64001	IT Equipment	5,000.00	5,000.00	4,055.46	4,055.46	944.54	18.89 %
200-401-64003	Uniforms	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
200-401-64005	Equipment Rental	2,000.00	2,000.00	6,621.62	6,621.62	-4,621.62	-231.08 %
200-401-64011	Park Supplies	13,545.00	13,545.00	0.00	0.00	13,545.00	100.00 %
200-401-64021	Merchandise	17,065.20	17,065.20	12,353.00	12,353.00	4,712.20	27.61 %
200-401-64023	Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
200-401-64027	Coyote Camp	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %
200-401-64028	Riding Series	32,000.00	32,000.00	474.86	5,974.86	26,025.14	81.33 %
200-401-64029	Miscellaneous Events	700.00	700.00	12,589.86	12,589.86	-11,889.86	-1,698.55 %
200-401-64030	Programing	8,000.00	8,000.00	223.76	223.76	7,776.24	97.20 %
200-401-64038	Ice Rink	242,719.40	242,719.40	278.88	278.88	242,440.52	99.89 %
200-401-65000	Network/Phone	14,518.00	14,518.00	1,445.54	2,609.06	11,908.94	82.03 %
200-401-65005	Water	7,000.00	7,000.00	1,428.78	1,428.78	5,571.22	79.59 %
200-401-65007	Portable Toilets	2,500.00	2,500.00	80.00	160.00	2,340.00	93.60 %
200-401-65008	Alarm	6,660.00	6,660.00	0.01	545.55	6,114.45	91.81 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-65017	Electricity	60,000.00	60,000.00	6,648.68	6,648.68	53,351.32	88.92 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	6.92	6.92	2,493.08	99.72 %
200-401-66001	Advertising	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	48,861.66	48,861.66	1,138.34	2.28 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-71008	DSRP Improvements	355,000.00	355,000.00	2,190.00	2,190.00	352,810.00	99.38 %
200-401-90013	Transfer to Vehicle Replacement Fu	32,145.00	32,145.00	0.00	0.00	32,145.00	100.00 %
	Department: 401 - DSRP Total:	1,320,363.82	1,320,363.82	104,173.18	115,273.11	1,205,090.71	91.27%
	Expense Total:	1,331,363.82	1,331,363.82	105,563.27	116,663.20	1,214,700.62	91.24%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	-98,917.44	-57,027.18	164,671.44	74.28%
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-43024	Over Use Fees	335,135.58	335,135.58	0.00	0.00	-335,135.58	100.00 %
400-000-43025	Reuse Fees	204,350.00	204,350.00	0.00	0.00	-204,350.00	100.00 %
400-000-46001	Other Revenues	0.00	0.00	0.00	16,910.14	16,910.14	0.00 %
	Department: 000 - Undesignated Total:	539,485.58	539,485.58	0.00	16,910.14	-522,575.44	96.87%
Department: 300 - Wastewater							
400-300-43018	Wastewater Service Fees	1,478,767.68	1,478,767.68	126,225.34	395,913.48	-1,082,854.20	73.23 %
400-300-43020	Late Fees	9,600.00	9,600.00	930.00	4,172.11	-5,427.89	56.54 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
400-300-43024	Over Use Fees	0.00	0.00	14,534.19	45,159.11	45,159.11	0.00 %
400-300-43025	Reuse Fees	0.00	0.00	217.02	1,092.91	1,092.91	0.00 %
400-300-46001	Other Revenues	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
400-300-47008	Transfer from TWDB	14,715,000.00	14,715,000.00	0.00	0.00	-14,715,000.00	100.00 %
400-300-47009	Sales Tax	760,000.00	760,000.00	70,712.63	150,697.64	-609,302.36	80.17 %
	Department: 300 - Wastewater Total:	17,028,367.68	17,028,367.68	212,619.18	597,035.25	-16,431,332.43	96.49%
Department: 301 - Water							
400-301-43038	Meter Set Fees	5,000.00	5,000.00	150.00	350.00	-4,650.00	93.00 %
400-301-43040	Water Base Rate	63,840.00	63,840.00	3,640.22	5,275.22	-58,564.78	91.74 %
400-301-43041	Water Usage	100,000.00	100,000.00	19,700.01	31,974.85	-68,025.15	68.03 %
400-301-43043	Equipment Fee	36,200.00	36,200.00	724.00	2,172.00	-34,028.00	94.00 %
400-301-43044	Inspection Fees	5,000.00	5,000.00	100.00	300.00	-4,700.00	94.00 %
400-301-46001	Other Revenues	6,000.00	6,000.00	0.00	256.56	-5,743.44	95.72 %
	Department: 301 - Water Total:	216,040.00	216,040.00	24,314.23	40,328.63	-175,711.37	81.33%
Department: 310 - Utility Operations							
400-310-41001	PEC Franchise Fee	130,000.00	130,000.00	61,676.54	61,676.54	-68,323.46	52.56 %
400-310-41002	ROW Fees	6,000.00	6,000.00	1,130.40	1,166.82	-4,833.18	80.55 %
400-310-41003	Cable Franchise Fees	130,000.00	130,000.00	38,863.48	38,863.48	-91,136.52	70.11 %
400-310-41004	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
400-310-46002	Interest	60,000.00	60,000.00	15,697.67	32,062.50	-27,937.50	46.56 %
	Department: 310 - Utility Operations Total:	329,000.00	329,000.00	117,368.09	133,769.34	-195,230.66	59.34%
	Revenue Total:	18,112,893.26	18,112,893.26	354,301.50	788,043.36	-17,324,849.90	95.65%
Expense							
Department: 300 - Wastewater							
400-300-60000	Regular Employees	0.00	0.00	3,766.40	7,409.60	-7,409.60	0.00 %
400-300-60002	Overtime	0.00	0.00	75.91	152.72	-152.72	0.00 %
400-300-61000	Health Insurance	0.00	0.00	479.40	958.12	-958.12	0.00 %
400-300-61001	Dental Insurance	0.00	0.00	33.70	67.40	-67.40	0.00 %
400-300-61002	Medicare	0.00	0.00	55.54	109.30	-109.30	0.00 %
400-300-61003	Social Security	0.00	0.00	237.47	467.35	-467.35	0.00 %
400-300-61006	TMRS	0.00	0.00	232.84	458.28	-458.28	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-62002	Engineering and Surveying	857,000.00	857,000.00	0.00	0.00	857,000.00	100.00 %
400-300-62019	Planning and Permitting	5,000.00	5,000.00	3,117.76	3,117.76	1,882.24	37.64 %
400-300-63004	Dues, Fees & Subscriptions	0.00	0.00	118.12	236.68	-236.68	0.00 %
400-300-63025	Wastewater Treatment Plant Maint	92,430.00	92,430.00	0.00	0.00	92,430.00	100.00 %
400-300-63026	Routine Operations	87,000.00	87,000.00	2,885.83	2,885.83	84,114.17	96.68 %
400-300-63027	Operations Non Routine	85,800.00	85,800.00	6,393.90	6,823.90	78,976.10	92.05 %
400-300-63028	Lift Station Maintenance	64,300.00	64,300.00	10,446.58	16,350.38	47,949.62	74.57 %
400-300-63029	Sanitary Sewer Line Maintenance	51,360.00	51,360.00	19,123.57	19,123.57	32,236.43	62.77 %
400-300-63030	Drip Field Maintenance	30,000.00	30,000.00	120.57	120.57	29,879.43	99.60 %
400-300-63031	Sludge Hauling	150,000.00	150,000.00	12,547.03	12,547.03	137,452.97	91.64 %
400-300-63033	Wastewater Flow Measurement	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
400-300-63034	Utility Operations	0.00	0.00	0.00	620.00	-620.00	0.00 %
400-300-64010	Supplies	28,500.00	28,500.00	251.35	251.35	28,248.65	99.12 %
400-300-64022	Chemicals	15,000.00	15,000.00	556.49	636.49	14,363.51	95.76 %
400-300-65017	Electric	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
400-300-70003	Other Expenses	85,000.00	85,000.00	2,760.09	2,760.09	82,239.91	96.75 %
400-300-71000	Capital Projects	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	100.00 %
400-300-72001	TWDB - Capital Projects	16,175,000.00	16,175,000.00	0.00	0.00	16,175,000.00	100.00 %
400-300-72002	TWDB - Engineering and Design	485,000.00	485,000.00	0.00	0.00	485,000.00	100.00 %
400-300-72004	TWDB - Misc.	230,000.00	230,000.00	0.00	550.00	229,450.00	99.76 %
400-300-90013	Transfer to Vehicle Replacement Fu	37,936.00	37,936.00	0.00	0.00	37,936.00	100.00 %
Department: 300 - Wastewater Total:		20,568,326.00	20,568,326.00	63,202.55	75,646.42	20,492,679.58	99.63%
Department: 301 - Water							
400-301-63026	Routine Operations	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
400-301-63027	Operations Non Routine	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-301-63032	Water Line Maintenance & Repair	20,000.00	20,000.00	7,553.42	7,553.42	12,446.58	62.23 %
400-301-64010	Supplies	50,000.00	50,000.00	5,700.00	5,700.00	44,300.00	88.60 %
Department: 301 - Water Total:		105,000.00	105,000.00	13,253.42	13,253.42	91,746.58	87.38%
Department: 310 - Utility Operations							
400-310-60000	Regular Employees	527,345.98	527,345.98	22,885.31	45,046.92	482,299.06	91.46 %
400-310-60002	Overtime	0.00	0.00	1,065.71	2,326.34	-2,326.34	0.00 %
400-310-60003	On Call Pay	10,400.00	10,400.00	1,711.11	3,627.95	6,772.05	65.12 %
400-310-61000	Health Insurance	59,572.49	59,572.49	2,408.48	4,812.00	54,760.49	91.92 %
400-310-61001	Dental Insurance	0.00	0.00	168.50	337.00	-337.00	0.00 %
400-310-61002	Medicare	0.00	0.00	347.28	689.88	-689.88	0.00 %
400-310-61004	Unemployment	0.00	0.00	0.00	24.31	-24.31	0.00 %
400-310-61005	Federal Withholding	42,609.97	42,609.97	0.00	0.00	42,609.97	100.00 %
400-310-61006	TMRS	30,894.73	30,894.73	1,555.12	3,090.67	27,804.06	90.00 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Coounsel and Consultants	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
400-310-62020	Lab Testing	30,000.00	30,000.00	2,307.25	2,307.25	27,692.75	92.31 %
400-310-63001	Equipment Maintenance	10,000.00	10,000.00	29.58	29.58	9,970.42	99.70 %
400-310-63002	Fleet Maintenance	12,000.00	12,000.00	435.53	435.53	11,564.47	96.37 %
400-310-63005	Training/Continuing Education	13,305.00	13,305.00	495.00	495.00	12,810.00	96.28 %
400-310-63034	Utility Operations	355,560.00	355,560.00	0.00	48.00	355,512.00	99.99 %
400-310-64001	IT Equipment & Support	4,340.00	4,340.00	1,069.98	1,069.98	3,270.02	75.35 %
400-310-64002	Software	15,313.00	15,313.00	2,925.00	6,455.25	8,857.75	57.84 %
400-310-64003	Uniforms	7,470.00	7,470.00	2,964.60	2,964.60	4,505.40	60.31 %
400-310-64006	Fleet Acquisition	62,000.00	62,000.00	0.00	0.00	62,000.00	100.00 %
400-310-64008	Fuel	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-310-64023	Equipment	53,000.00	53,000.00	184.93	184.93	52,815.07	99.65 %
400-310-65000	Network/Phone	16,250.00	16,250.00	9,613.83	10,336.60	5,913.40	36.39 %
Department: 310 - Utility Operations Total:		1,330,061.17	1,330,061.17	50,167.21	84,281.79	1,245,779.38	93.66%
Department: 311 - Arrowhead Wastewater Plant							
400-311-63025	Arrowhead - Wastwater Treatment	18,325.00	18,325.00	2,571.43	2,571.43	15,753.57	85.97 %
400-311-63026	Arrowhead - Routine Operations	23,250.00	23,250.00	49.54	49.54	23,200.46	99.79 %
400-311-63027	Arrowhead - Non-Routine Operatio	21,450.00	21,450.00	1,120.50	1,120.50	20,329.50	94.78 %

Budget Report

For Fiscal: FY 2024 Period Ending: Item 6. 3

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-311-63028	Arrowhead - Lift Station Maintenanc	6,500.00	6,500.00	31.60	31.60	6,468.40	99.51 %
400-311-63030	Arrowhead - Drip Field Maintenanc	51,500.00	51,500.00	0.00	0.00	51,500.00	100.00 %
400-311-63031	Arrowhead - Sludge Hauling	39,000.00	39,000.00	7,412.51	7,412.51	31,587.49	80.99 %
400-311-64010	Arrowhead - Supplies	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-311-64022	Arrowhead - Chemicals	13,000.00	13,000.00	1,394.60	2,238.20	10,761.80	82.78 %
400-311-65017	Arrowhead - Electricity	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-311-71000	Arrowhead - Capital Projects	2,029,109.57	2,029,109.57	0.00	47,760.00	1,981,349.57	97.65 %
Department: 311 - Arrowhead Wastewater Plant Total:		2,229,634.57	2,229,634.57	12,580.18	61,183.78	2,168,450.79	97.26%
Expense Total:		24,233,021.74	24,233,021.74	139,203.36	234,365.41	23,998,656.33	99.03%
Fund: 400 - Utilities Surplus (Deficit):		-6,120,128.48	-6,120,128.48	215,098.14	553,677.95	6,673,806.43	109.05%
Report Surplus (Deficit):		-9,491,204.25	-9,491,204.25	26,516.36	373,734.30	9,864,938.55	103.94%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	7,763,445.36	7,763,445.36	481,819.50	887,397.57	-6,876,047.79	88.57%
105 - Communications	110,209.00	110,209.00	1,245.25	4,431.55	-105,777.45	95.98%
200 - Planning & Development	1,628,875.00	1,628,875.00	39,849.27	85,912.69	-1,542,962.31	94.73%
201 - Building	1,550,000.00	1,550,000.00	91,776.30	171,871.27	-1,378,128.73	88.91%
400 - Parks & Recreation	579,880.00	579,880.00	12,675.00	9,215.00	-570,665.00	98.41%
402 - Aquatics	76,100.00	76,100.00	0.00	0.00	-76,100.00	100.00%
404 - Founders Day	124,450.00	124,450.00	0.00	0.00	-124,450.00	100.00%
Revenue Total:	11,832,959.36	11,832,959.36	627,365.32	1,158,828.08	-10,674,131.28	90.21%
Expense						
000 - Undesignated	5,797,331.91	5,797,331.91	28,861.88	52,557.49	5,744,774.42	99.09%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00%
101 - City Administrators Office	0.00	0.00	45,860.51	90,376.02	-90,376.02	0.00%
102 - City Secretary	29,120.00	29,120.00	13,401.41	28,269.76	850.24	2.92%
103 - Courts	15,500.00	15,500.00	0.00	500.00	15,000.00	96.77%
104 - City Attorney	49,000.00	49,000.00	16,372.20	31,415.57	17,584.43	35.89%
105 - Communications	132,309.00	132,309.00	19,923.95	45,950.93	86,358.07	65.27%
106 - IT	389,894.84	389,894.84	67,980.50	110,755.97	279,138.87	71.59%
107 - Finance	1,494,123.00	1,494,123.00	118,724.90	248,843.85	1,245,279.15	83.35%
200 - Planning & Development	313,500.00	313,500.00	20,254.87	44,089.20	269,410.80	85.94%
201 - Building	792,000.00	792,000.00	97,745.33	136,015.23	655,984.77	82.83%
300 - Wastewater	1,140,000.00	1,140,000.00	140,347.92	151,605.97	988,394.03	86.70%
304 - Maintenance	2,271,860.00	2,271,860.00	49,399.13	88,603.66	2,183,256.34	96.10%
400 - Parks & Recreation	1,369,101.76	1,369,101.76	35,151.42	124,650.91	1,244,450.85	90.90%
401 - DSRP	683,265.91	683,265.91	51,058.30	103,929.46	579,336.45	84.79%
402 - Aquatics	234,007.09	234,007.09	4,818.85	9,284.67	224,722.42	96.03%
404 - Founders Day	160,025.00	160,025.00	0.00	0.00	160,025.00	100.00%
500 - Emergency Management	94,298.00	94,298.00	7,128.49	14,895.86	79,402.14	84.20%
Expense Total:	14,982,336.51	14,982,336.51	717,029.66	1,281,744.55	13,700,591.96	91.44%
Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,149,377.15	-89,664.34	-122,916.47	3,026,460.68	96.10%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,109,665.20	1,109,665.20	6,645.83	59,636.02	-1,050,029.18	94.63%
Revenue Total:	1,109,665.20	1,109,665.20	6,645.83	59,636.02	-1,050,029.18	94.63%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	1,390.09	1,390.09	9,609.91	87.36%
401 - DSRP	1,320,363.82	1,320,363.82	104,173.18	115,273.11	1,205,090.71	91.27%
Expense Total:	1,331,363.82	1,331,363.82	105,563.27	116,663.20	1,214,700.62	91.24%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	-98,917.44	-57,027.18	164,671.44	74.28%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	539,485.58	539,485.58	0.00	16,910.14	-522,575.44	96.87%
300 - Wastewater	17,028,367.68	17,028,367.68	212,619.18	597,035.25	-16,431,332.43	96.49%
301 - Water	216,040.00	216,040.00	24,314.23	40,328.63	-175,711.37	81.33%
310 - Utility Operations	329,000.00	329,000.00	117,368.09	133,769.34	-195,230.66	59.34%
Revenue Total:	18,112,893.26	18,112,893.26	354,301.50	788,043.36	-17,324,849.90	95.65%
Expense						
300 - Wastewater	20,568,326.00	20,568,326.00	63,202.55	75,646.42	20,492,679.58	99.63%
301 - Water	105,000.00	105,000.00	13,253.42	13,253.42	91,746.58	87.38%
310 - Utility Operations	1,330,061.17	1,330,061.17	50,167.21	84,281.79	1,245,779.38	93.66%
311 - Arrowhead Wastewater Plant	2,229,634.57	2,229,634.57	12,580.18	61,183.78	2,168,450.79	97.26%

Budget Report

For Fiscal: FY 2024 Period Ending: Item 6. 3

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	24,233,021.74	24,233,021.74	139,203.36	234,365.41	23,998,656.33	99.03%
Fund: 400 - Utilities Surplus (Deficit):	-6,120,128.48	-6,120,128.48	215,098.14	553,677.95	6,673,806.43	109.05%
Report Surplus (Deficit):	-9,491,204.25	-9,491,204.25	26,516.36	373,734.30	9,864,938.55	103.94%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-3,149,377.15	-3,149,377.15	-89,664.34	-122,916.47	3,026,460.68
200 - Dripping Springs Ranch Park	-221,698.62	-221,698.62	-98,917.44	-57,027.18	164,671.44
400 - Utilities	-6,120,128.48	-6,120,128.48	215,098.14	553,677.95	6,673,806.43
Report Surplus (Deficit):	-9,491,204.25	-9,491,204.25	26,516.36	373,734.30	9,864,938.55

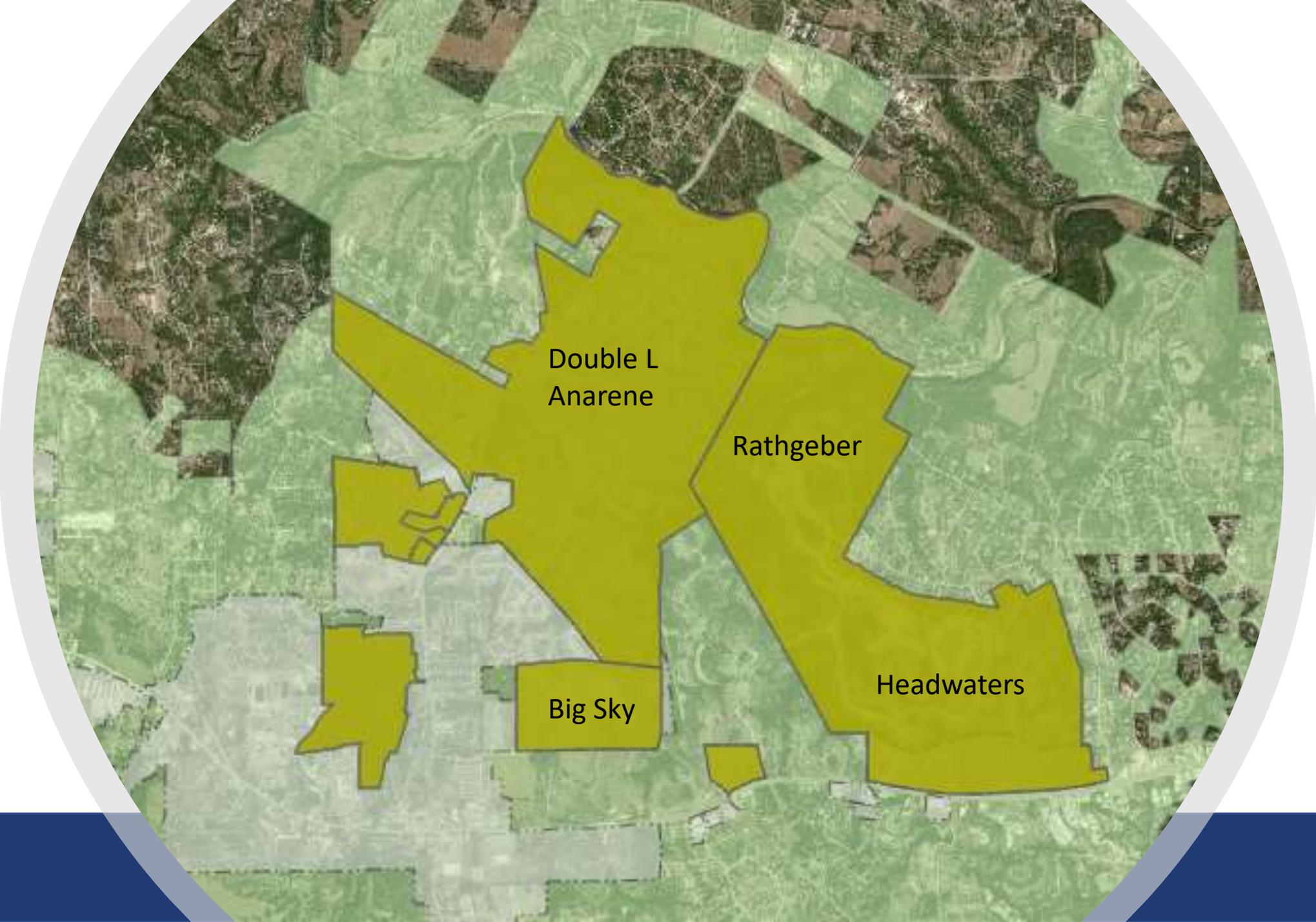


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Anarene Transportation

December 5, 2023

Laura Mueller, City Attorney



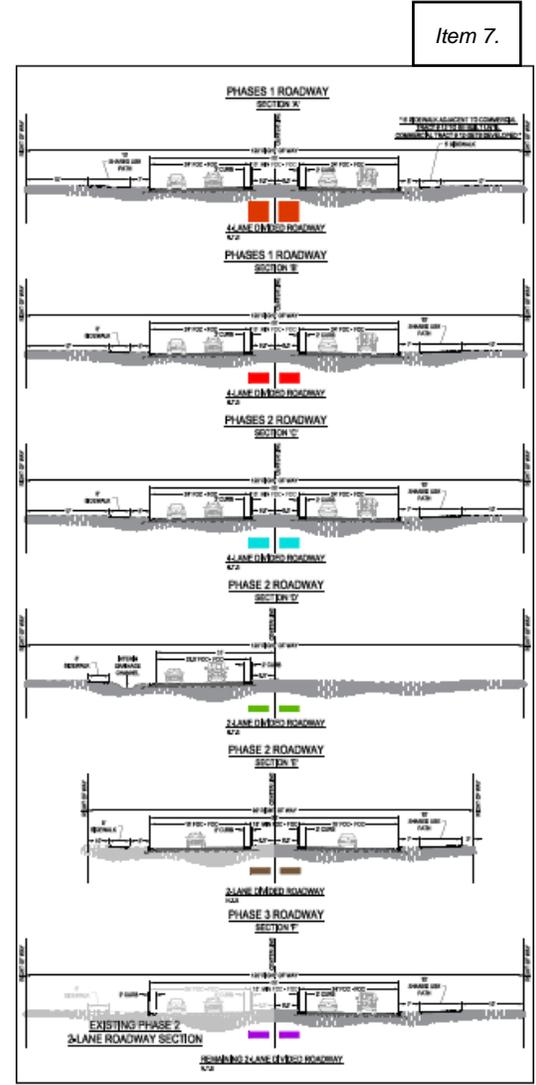
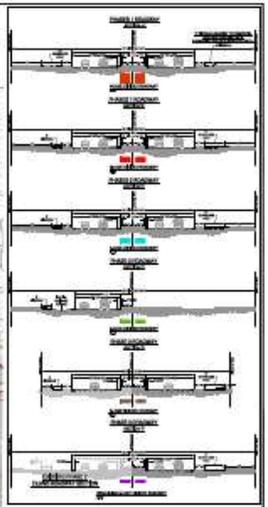
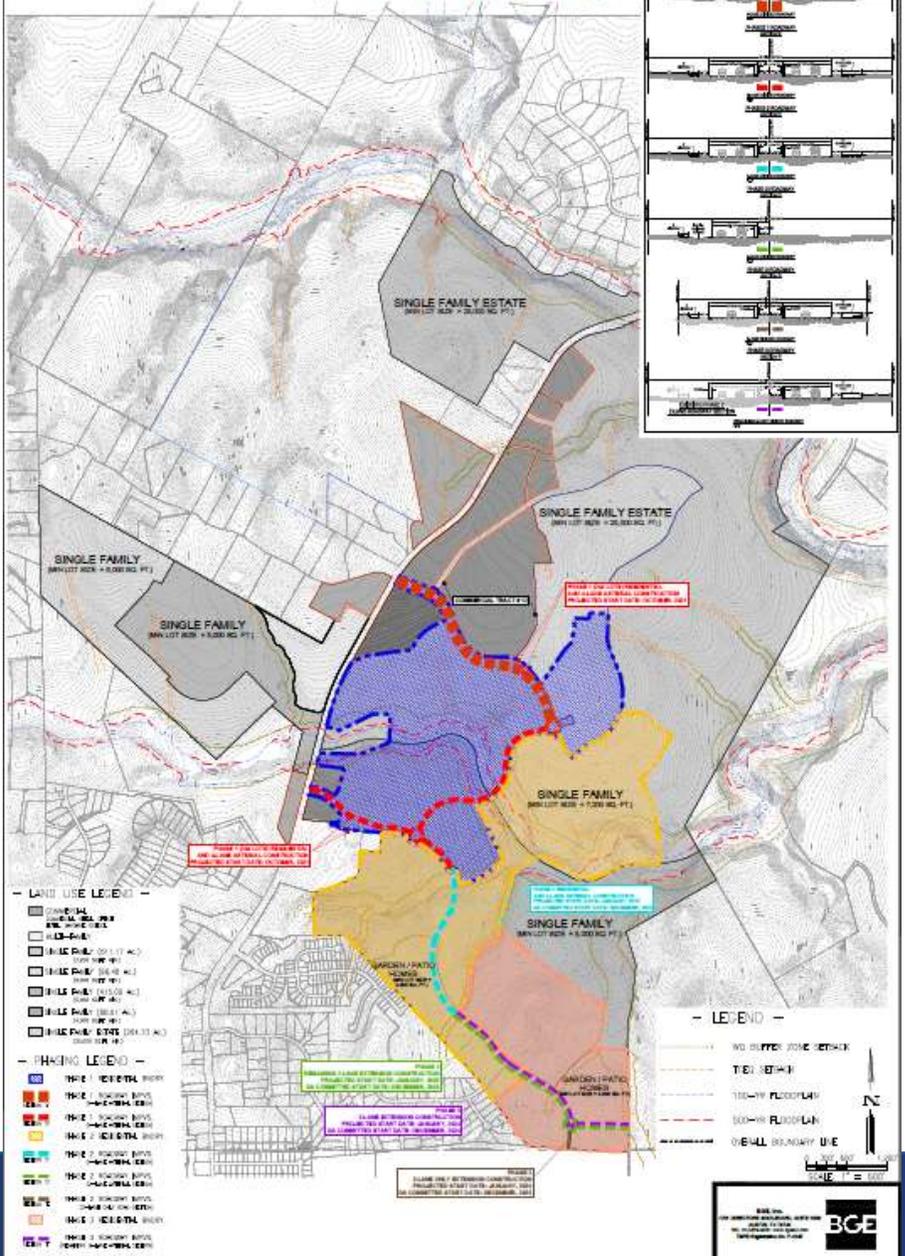
Anarene/ Double LL

- Amended DA
- 1677 acres
- 2,222 residences
 - 2222 single family units
 - 250 senior living units
- Commercial Acreage -200 acres including Senior Living Multifamily and School
- Garden Homes to Estate Lots
- ETJ MUD

RESIDENTIAL LOT COUNT TABLE

TYPE	EAST TRACT	WEST TRACT	TOTAL
35	37		37
30	97		97
41			

**DOUBLE 'L'
CONCEPTUAL MASTER PLAN
(A TREND DEVELOPMENT, INC. COMMUNITY)**



- Construction of a four-lane major arterial between RM 12 and US 290, phased with development.
- Construction of a traffic signal at the northernmost access on RM 12.
- Construction of right-turn lanes on RM 12 at the two primary access points with Phase 1 of the development.
- The Traffic Impact Analysis has been approved for Phase 1.
- Additional off-site and on-site transportation improvements will be required as identified with completion of a full Traffic Impact Analysis ***including left lanes for access to the development.***



STAFF RECOMMENDATION

Currently:

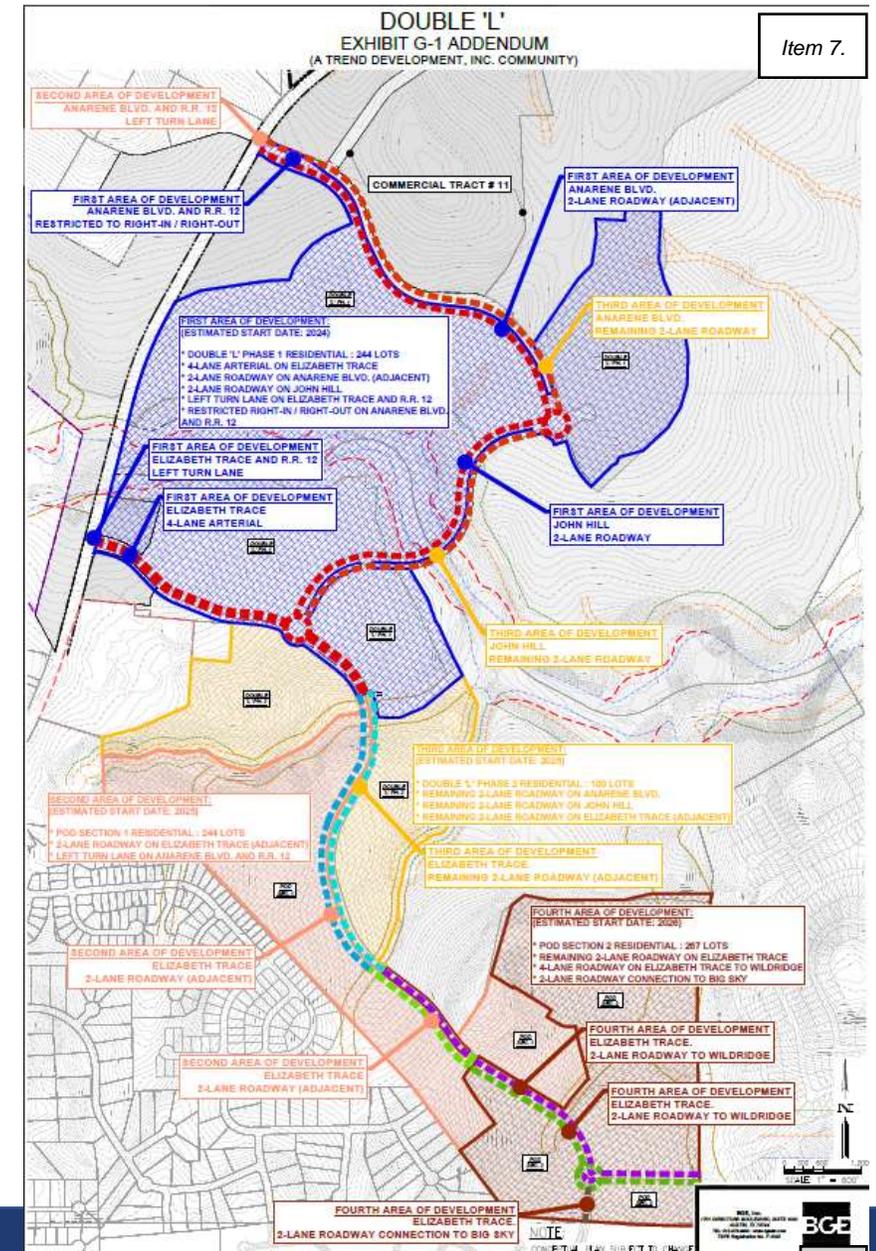
First Phase of development has been platted and is in the construction plan phase. Construction plans are being reviewed but cannot be finalized until this road phasing is approved.

Recommend Postponement of Roadway Phasing Agreement:

1. Provides phasing of roadways but with the same or earlier dates of completion.
2. Provides right of way dedication in the case that the connection to Wild Ridge is delayed.
3. Provides clear order of construction based on number of units.

Next Steps:

1. City Attorney will finalize agreement with Anarene/Double L team.
2. Agreement brought back to City Council on December 19, 2023.
3. If approved, construction plans will be finalized and project will move forward.



QUESTIONS



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Texas

DOUBLE L ROADWAY PHASING

Roadway Phasing	Start Date Per Development Agreement	Exhibit G-1 Addendum Anticipated Start Dates	Exhibit G-1 Addendum Area of Development
Phase 1 Road			
4 Lanes on Elizabeth Trace	February 2024*	2024	First
2-Lanes on John Hill	February 2024*	2024	First
Remaining 2-Lane John Hill	February 2024*	2025	Third
2-Lanes on Anarene	February 2024*	2024	First
Remaining 2-Lane Anarene Blvd	February 2024*	2025	Third
Left Turn Lane on Elizabeth Trace and RR 12	N/A	2024	First
Restricted Right-In/Right-Out on Anarene Blvd and RR 12	N/A	2024	First
Left Turn Lane on Anarene Blvd and RR 12	N/A	2025	Second
Phase 2 Road			
2-Lane Elizabeth Trace Extension	April 2027**	2026	Second
Remaining 2-Lane Elizabeth Trace Extension	April 2027**	2026	Third
2-Lane Elizabeth Trace Extension to Wildridge Development	April 2027**	2026	Fourth
2-Lane Elizabeth Trace Extension to Big Sky	April 2027**	2026	Fourth
Phase 3 Road			
Remaining 2-Lane Elizabeth Extension to Wildridge Development	April 2028**	2026	Fourth

*Assuming 12/19/23 City Council approval of wholesale water agreement for Double L
 ** Assuming (i) 12/19/23 City Council approval of wholesale water agreement for Double L and (ii) 6/1/24 start of construction of 4 lane-Southern Offsite Road



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Texas

Tree Preservation and Landscaping Ordinance

Laura Mueller, City Attorney
Tory Carpenter, Planning
Director

Current issues that prompted this revision:

- Community focus on natural environment
- Clear-cutting of development sites
- Low (perceived) value to keeping existing urban canopy by some applicants
- Low financial barrier to creating bare pad sites
- Focus on paying rather than preservation
- Water Conservation





Summer 2022 Comprehensive Plan

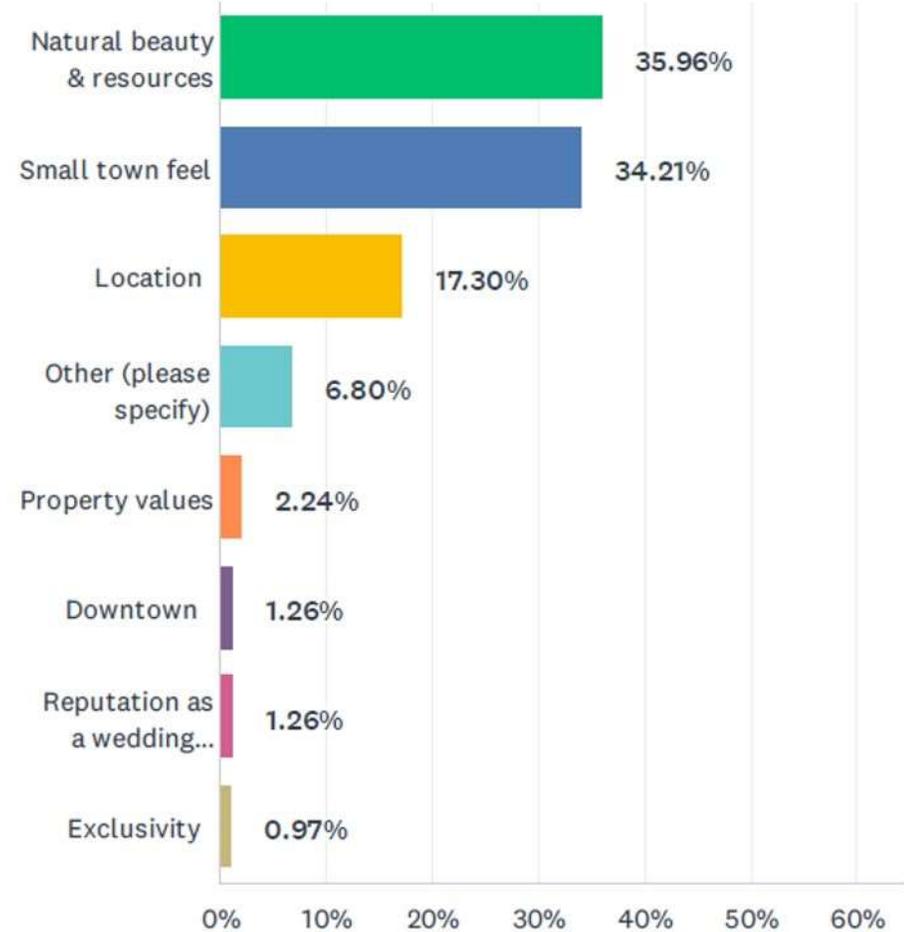
Survey Question:

Survey #2

“In your opinion, what is the community’s greatest asset?”

Other:

- Friendly people
- Schools/ DSISD
- Night sky
- None of the above



Landscaping and Tree Preservation Ordinance Team:

Landscaping Subcommittee: Councilmember Crow, Mayor Pro Tem Manassian, Brent Luck, Andy Binz, Michelle Fischer, Aaron Reed, Tory Carpenter

City Reviewers: Chad Gilpin, City Engineer; Ryan Turner, City Prosecutor; Peter Dufresne, Landscape Expert; Shane Pevehouse, Building Official (Code Enforcement); Mark Escobedo, Code Enforcement

Outside Reviewers: Matthew Scrivener (Village Grove/Gateway Village) with Phil Bobel, Rex Baker, and Brandon Krause; Rick Broun, Dripping Springs Water Supply Corporation



Proposed Ordinance

- Two Scopes:
 - Residential homeowners and small projects with 4 units or less (Divisions 1 & 2)
 - All other projects including Residential Subdivisions and Commercial Projects (Divisions 3, 4, & 5)
- Added a host of definitions, which will further refine meaning to key terms and concepts
- Water Conservation Incentives including installation of drip irrigation and requirement for less grass turf



Residential Homeowners and Small Projects Requirements (Divisions 1 & 2)

- Applies in City Limits (28.06.003)
- Cannot cut down any healthy Legacy hardwood tree or Heritage Tree without a waiver
 - Hardwood trees as defined
- Cannot Damage trees that are protected by the ordinance
- Cannot trim or cut oaks between February and July without a waiver
- Trimming or cutting of oaks requires wound dressing
 - Exceptions for emergencies exist
- Cannot irrigate or water where there is excessive water flow or runoff on sidewalks, driveways, streets, or ditches



Site Development: Larger Residential Subdivisions (more than 4 units) and all Commercial Projects (Divisions 3, 4, & 5)

- Applies in City Limits and Extraterritorial Jurisdiction
- Cannot cut down or damage any healthy Legacy hardwood or Heritage Tree without a waiver
- Plant Street Trees
- Cannot pave over Critical Root Zone
- Landscape Buffers
- Landscape Plan, Tree Survey, and Irrigation Plans required with proposed site plans and construction plans
- Irrigation Plan
- Cannot trim or cut oaks between February and July without a waiver
- Trimming or cutting of oaks requires wound dressing
 - Exceptions for emergencies exist
- Interior Lot Landscaping
 - Limitation on amount of turf
 - Incentives for drip irrigation
 - No St. Augustine Grass, native/drought-tolerant grasses required



Zoning	No. of Required Trees
SF-1	2
SF-2	2
SF-3	1
SF-4	2
SF-5	1 per unit
MF	Follow Nonresidential Street Tree Requirements 28.06.071(b)
MH	1

Residential Homeowners Violations

- Applies in City Limits (28.06.003)
- Class C Misdemeanor
 - Cannot cut down any healthy Legacy or Heritage Tree without a waiver
 - Hardwood trees as defined
 - Certain other trees as listed
 - Cannot Damage trees that are protected by the ordinance
- Civil Remedies
 - Injunctive Relief
 - Civil Penalties
- Mitigation for Tree Removal
 - Replace removed trees
 - Relocate removed trees
 - Preservation in excess of requirements
 - Payment of tree mitigation fees
 - Combination of methods required

Tree Classification	Tree Diameter Removed (DBH)	Tree Planting: Aggregate TC in inches of trees removed	Mitigation Fee per inch (TC) of tree removed
Heritage	24.0" or greater	3:1	\$200
Legacy	12.0" – 23.9"	1.5:1	\$100



Site Development: Larger Residential Subdivisions (more than 4 units) and all Commercial Projects Violations

- Class C Misdemeanor
 - Removal of damage of protected trees
 - Death of adjacent trees due to construction
 - Use of unauthorized landscape material
 - Paving over the critical root zone
- Civil Remedies
 - Injunctive Relief
 - Civil Penalties
- Mitigation for Tree Removal
 - Replace removed trees
 - Relocate removed trees
 - Preservation in excess of requirements
 - Payment of tree mitigation fees
 - Combination of methods required

<u>Tree Classification</u>	<u>Tree Diameter Removed (DBH)</u>	<u>Tree Planting: Aggregate TC in inches of trees removed</u>	<u>Mitigation Fee per inch (TC) of tree removed</u>
<u>Standard</u>	8.0" -11.9"	1:1	\$50
<u>Legacy</u>	12.0" – 23.9"	1.5:1	\$100
<u>Heritage</u>	24.0" or greater	3:1	\$200



Tree Preservation

- Clarified excepted activities
- Created categories for 'significance' of trees (standard, heritage, legacy)
- Listed plan submittal requirements
- Revised mitigation for removed trees

General Tree Trunk Diameter
Standard: 8 inch to 12 inch
Legacy: 12 inch to 24 inch
Heritage: 24 inch and above



Tree Preservation

- Limits removal of trees during development of commercial and residential projects.
- Requires tree preservation plans for new projects (on platting)
- Requires mitigation for all tree removal with an emphasis on planting a variety of preferred tree types over paying.
- Prohibits removal of healthy Heritage Trees (24” caliper or larger) except with waiver approval.
- Prohibits removal of Heritage Trees and hardwood Legacy Trees on any property, including individual residential lots, in the City.



Tree Preservation: Larger Residential Subdivisions (more than 4 units) and all Commercial Projects (Divisions 3, 4, & 5)

Residential Subdivision (5 or more dwelling units):

- 100% of all Heritage and Legacy hardwood trees
- 35% of all Standard and Legacy non-hardwood trees
- Heritage and Legacy hardwood trees may be removed with a waiver where they are located within potential infrastructure areas

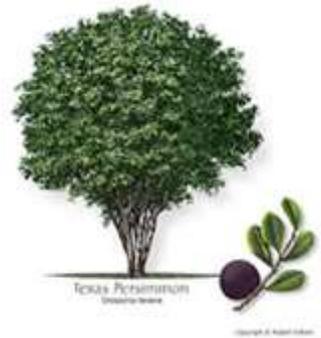
Commercial, Industrial, and Multi-Family Subdivision:

- 100% of all Heritage and Legacy hardwood trees
- 40% of all Standard and Legacy non-hardwood trees
- Heritage and Legacy hardwood trees may be removed with a waiver where they are located within potential infrastructure areas





Protected Trees



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Texas

Tree	Heritage Size	Legacy Size	Standard Size	Notes
Ashe Juniper	24 inch	8 inch	6 inch	Golden Cheek Warbler
Huisache (Acacia farnesiana)	24 inch	12 inch	8 inch	
Mesquite (Prosopis glandulosa)	24 inch	12 inch	8 inch	
Arizona Ash (Fraxinus velutina)	24 inch	12 inch	8 inch	
Hackberry (Celtis spp.)	24 inch	12 inch	8 inch	
Texas Persimmon (Diospyros texana)	12 inch	5 inch	3 inch	
Texas Redbud (var. texensis)	12 inch	5 inch	3 inch	
Texas Mountain Laurel (Sophora secundiflora)	12 inch	5 inch	3 inch	
Condalia (Condalia hookeri)	12 inch	5 inch	3 inch	
Possum Haw (Ilex decidua)	12 inch	5 inch	3 inch	In floodplain only
Hawthorne (rataegus texana)	12 inch	5 inch	3 inch	



Item 8.

Plus Hardwood Trees:
Texas Ash, Bald Cypress,
American Elm, Cedar
Elm, Texas Madrone,
Bigtooth Maple, All
Oaks, Pecan, Arizona
Walnut, Eastern Black
Walnut, and other
designated hardwood
trees.

Tree Preservation Incentives – Residential Subdivisions and Commercial Projects

- Parking Space Reduction
- Sidewalk Waivers
- Additional tree preservation credit for Tree Clusters
- Landscape Credits
- Minimum lot size and setbacks

Exceptions to Tree Preservation

- Natural Disasters
- Diseased or dead trees
- Distressed trees
- Trees causing physical damage to structures or infrastructure
- Trees interfering with traffic lanes
- Utility easements and drainage facilities



Non-Native Trees – Not Protected

- Chinese Pistache (*Pistacia chinensis*)
- Chinaberry (*Melia azedarach*)
- Chinese Tallow (*Sapium sebiferum*)
- Tree of Heaven (*Ailanthus altissima*)
- Salt Cedar (*Tamerix* species)
- Japanese Ligustrum (*ligustrum japonicum*)
- Nandina (*nandina domestica*)
- Paper Mulberry (*Broussonetia papyrifera*)



Tree Preservation Exceptions

- Rebuild after natural disaster or damage to trees from fire or natural disaster
- Diseased or dying trees
- Exempted tree species
- Right of way including sight lines and opening up of traffic lanes



Water Conservation

- **210 Reuse Discount for installing drip irrigation**
- **Turf Grass Areas**
 - Use of grass limited to Zoysia, Bermuda, Buffalograss, Habiturf, or other drought-tolerant turf grass varieties as approved by the City in consultation with Texas A&M Agrilife Extension.
 - Single-family residential home subdivision: turf grass areas shall be limited to a maximum of 50% of the total provided landscaped area, except that up to 75% of the areas can be turf if supported by drip irrigation.
 - In all other developments, turf grass areas shall be limited to a maximum of 25% of the total provided landscaped area, except that up to 50% of the areas can be turf if supported by drip irrigation in lieu of spray irrigation.
- **Working with Water Providers on enforcing additional requirements put in place by the Water Providers.**



Applicability

- Individual Homeowners and Small Projects – City Limits ***renamed INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT LANDSCAPING AND TREE PRESERVATION***
- Large Residential Projects and Commercial Projects – City Limits and ETJ same as Platting and Site Development ***renamed COMMERCIAL AND SUBDIVISION LANDSCAPING AND TREE PRESERVATION***

Legacy Trees

- 100% hardwood to be preserved for everyone
- Non-hardwood preserved at percentage for Large Residential Projects and Commercial Projects

Hardwood Trees

- Defined in Ordinance: Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut

Enforcement

- Civil, Criminal, and Mitigation as defined by ordinance
- Tree Plans during development and building to be reviewed by Planning and Building Departments

P&Z Questions



Staff Recommendation:

Approval or Postponement to December 19, 2023

Development Manual:

Development Manual to be updated with charts included in the Council Packet.

Effective Dates:

- 30 days from date of publication:
 - Individual Residential Lots and Small Project Landscaping and Tree Preservation
 - Commercial and Subdivision Landscaping and Tree Preservation other than Sections 28.06.079 – .081 (Tree Preservation) and Division 5. Standards – Commercial and Subdivision Interior Lot Landscaping
- 90 days from date of publication
 - Sections 28.06.079 – .081 (Tree Preservation) and Division 5. Standards – Commercial and Subdivision Interior Lot Landscaping

Education

- Codes and Coffee with Building Department
- Planning Department Education for Developers
- Information on Website
- Various Meetings open to public regarding ordinance, tree preservation, and water conservation

Recommendations and Next Steps



QUESTIONS?



ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

DIVISION 3. GENERALLY - COMMERCIAL AND SUBDIVISION LANDSCAPING AND TREE PRESERVATION

Sec. 28.06.060. Purpose-Commercial and Residential Subdivision.

- (a) Generally. The purpose of commercial and residential subdivision tree preservation is to provide for the preservation of native trees, prevent the clear-cutting of land, and provide for minimum landscaping and screening requirements, in recognition that trees, landscaping, screening, and buffering protect the health and welfare of the community, while addressing the water conservation and drainage issues particular to the Hill Country region. The purpose of this article is also to enhance the community's ecological, environmental, and aesthetic qualities.
- (b) Health, welfare, and general well-being. Preserving and improving the natural environment, and maintaining a working ecological balance, are of increasing concern to the city. The fact that the proper use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare, and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare, and general well-being of the community, and therefore it is proper that the appropriate use of such elements be required.
- (c) Water conservation and drainage. The city experiences frequent droughts, due in part to a landscape characterized by thin-soiled rock formations; therefore, it is the purpose of this article to encourage the use of drought-resistant vegetation and landscaping that minimizes runoff and erosion.

Sec. 28.06.061. Scope and Applicability.

Divisions 3, 4, and 5 – Commercial and Subdivision Tree Preservation and Landscaping apply to all commercial property and residential subdivisions with five or more dwelling units within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ). This article applies to actions taken after the date of enactment.

In addition, this article applies to all development requiring site plan approval or construction plan approval subject to zoning requirements, including:

- (a) All residentially-zoned property and property being used for residential use for which a subdivision application is accepted by the City after the effective date of this ordinance generating five or more dwelling units;

- (b) All industrial, commercial, office, multi-family, institutional development, governmental facilities and infrastructure, and schools (including all new construction and any additions greater than 2500 square feet), and construction of a new parking lot or expansion of an existing parking lot; and
- (c) All properties going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.
- (d) For tree preservation purposes, this article applies to the three types of development stated above, and also includes:
 - (1) Any grading, filling or clearing of land related to a project as limited above;
 - (2) Trenching or excavating that may damage or destroy protected trees as defined related to a project as limited above;
 - (3) All governmental development shall comply with the tree preservation plan review procedure regardless of the zoning district in which they are located unless the development is utility related or in street R.O.W.
- (e) Exemptions from Divisions 3 and 4 – Commercial Property and Residential Subdivision Tree Preservation include:
 - (1) The cultivation of land for agricultural purposes, fence building or rebuilding.
 - (2) Street construction and maintenance projects that do not increase the impervious cover beyond that of the original street.
 - (3) Structural repairs or replacements to existing structures.
 - (4) Construction or reconstruction of barns, silos, livestock pens, sheds, and other agriculturally related structures.
 - (5) Any site plan submitted prior to the effective date of this article except expansions or additions as stated in this Code.

Sec. 28.06.062. Definitions.

- (a) Rules of interpretation. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.
- (b) Specific definitions.

ANSI. The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

Caliper inch. A unit of measure for tree size taken six inches above the ground level for field grown stock, and six inches above the soil line for container grown stock, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size.

City administrator. The chief administrative officer of the city. The term shall also include the deputy city administrator.

City arborist. The employee or consultant designated by the city council as the city arborist.

City council. The governing body of the city.

City of Austin Grow Green Guide. The document promulgated in part by the City of Austin, entitled “Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas,” as may be amended.

City permit. A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a city ordinance, regulation, or rule in order to develop, construct, and operate the improvements on the property.

Code. The Code of Ordinances enacted by the city, as may be amended from time to time.

Commercial land use. All activities and operations except for one- and two-family residences occupied by individual(s) claiming the dwelling as their homestead.

Critical root zone. The circular area surrounding a tree trunk, established as a distance equal to one foot of radial distance for every inch of caliper size or tree DBH, whichever is appropriate.

Development. The construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill.

Development Review Committee. A group consisting of the city administrator or designee, the city engineer, building official, and the city planner.

DBH (diameter at breast height). The unit of measure for tree size once over four inch (4”) caliper. DBH is the tree trunk diameter of an existing tree measured in inches at a height of 4.5 feet above the ground. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the split.

Escrow. A deposit of a cash bond with the city in accordance with this article.

Extreme drought classification. A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation.

Hardwood. Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, American Sycamore, Eastern Cottonwood, Red Mulberry, Osage Orange, and other designated hardwood trees.

Heritage tree. A protected tree having a trunk of 24.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

Impervious cover. Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration. For further clarification

on what is considered impervious cover, refer to the city's water quality protection ordinance (article 10.03).

Landscape architect. One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site.

Landscaping. Consists of introduced vegetation, as well as related improvements to a lot, including, but not limited to, forming and berming, irrigation systems, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

Legacy tree. A protected tree having a trunk of 12.0" -23.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

Natural area. An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbrier, and similar vegetation, oak wilt removal and/or prevention measures, and allowing for maintenance of the trees to maintain vigorous growth.

Owner. A person with legal control over property in question.

Person. A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship, or other legal entity.

Protected tree. Any of the following:

- (1) A hardwood tree having a trunk of at least eight inches in caliper or greater measured at DBH;
- (2) A multi-trunked hardwood tree having a total trunk DBH of at least 30 inches or more (not counting trunks less than eight inches in diameter); or
- (3) A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).

Residential Use. One- and two-family structures, occupied by individuals as their primary residence.

Responsible party. The owner/operator of the business on which the site development permit is being sought or where the protected tree or landscaping is required; the owner of the property upon which the tree is located or landscaping is required; the person who performs construction or landscaping on a lot, contracts with or directs a person to accomplish the construction.

Standard tree. A protected tree having a trunk of 8.0" -11.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

TCEQ. The state commission on environmental quality, or its successor agency.

Tree caliper. Caliper is the diameter of the trunk, measured at 6 inches above the soil line on the uphill side, and used for trees that measure 4" caliper or smaller. Over 4" caliper, trees are measured in DBH.

Sec. 28.06.063. Landscaping fund.

A fund is hereby created in which any cash-in-lieu paid to the city pursuant to the mandates of this article shall be deposited. The fund may be drawn upon by the city to implement landscaping improvements on city land and city-controlled rights-of-way or to fund landscape project grants that serve a public city purpose.

Sec. 28.06.064. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. “Damage” in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” for trees protected by this ordinance. A violation of this section is an offense under section 28.06.066.

Sec. 28.06.065. Violations.

It shall be unlawful for any person to violate this article.

Sec. 28.06.066. Offense

- (a) A person who violates, causes, allows or permits a violation of a section of this chapter designated as an offense commits a misdemeanor punishable by a fine not exceeding \$2000.00. In addition, the cost of the tree or trees may also be charged to the responsible party.
- (b) Each violation of this chapter designated as an offense constitutes a separate offense.
- (c) No culpable mental state is required to prove an offense under this chapter if the offense involves:
 - (1) removal or damage to trees in violation of this chapter including clearing, grubbing, or other heavy instruction over the critical root zone of a protected tree; or
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction, including protected clusters.
- (d) Violations:
 - (1) Section 28.06.064. Damaging or Removing Trees.
 - (2) Section 28.06.065. Violations.
 - (3) Section 28.06.066. Landscape Material.
 - (4) Section 28.06.075(g). Paving over Critical Root Zone.
 - (5) Section 28.06.077. Maintenance Requirements.
 - (6) Section 28.06.079. Tree Preservation.
 - (7) Section 28.06.082. Irrigation Requirements.

Sec. 28.06.067. - Liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that damages or removes any tree, from personal injury or property damage resulting from the damage or removal of the tree, or resulting from the negligence or willful acts of such person in the construction or maintenance of any property resulting in the damage or removal of a tree or the damage or removal of any tree, or from the damage caused by the failure to remediate oak wilt or planting of a prohibited tree. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any site development permit, subdivision, or construction under these provisions.

Sec. 28.06.068. - Civil remedies.

Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including remediation of oak wilt or protection of trees where such remediation or protection is required by this chapter at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief.
- (3) Any person violating any provision of this article is subject to a stop work order. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.

Secs. 28.06.069—28.06.070. Reserved.

*DIVISION 4. STANDARDS -- COMMERCIAL PROPERTY AND SUBDIVISION
LANDSCAPING AND TREE PRESERVATION*

Sec. 28.06.071. Street trees.

- (a) Residential street tree requirements. The list below sets forth the minimum number of trees, per lot, that must be planted prior to the issuance of a certificate of occupancy permit for the dwelling. Trees shall be in the front of a residential lot, including at least one required tree planted in the front yard. Three large shrubs may be substituted for one required tree. The following minimum standards apply:

Zoning	No. of Required Trees
SF-1	2
SF-2	2
SF-3	1
SF-4	2
SF-5	1 per unit
MF	Follow Nonresidential Street Tree Requirements 28.06.071(b)
MH	1

- (b) Nonresidential street tree requirements . At least one required tree, shall be planted adjacent to or near the street right-of-way for each 25 feet, or fraction thereof, of linear street frontage. Trees shall be planted between the street right-of-way and any horizontal and vertical improvements. The required number of trees need not be placed uniformly, but may be clustered in groups.
- (c) Trees planted shall be a minimum two and a half inch caliper, staked, and wrapped. Small trees/large shrubs trees shall be a minimum one and a half inch caliper, staked, and wrapped.
- (d) Trees with deep roots may be planted in the area between the sidewalk and road if approved by the development review committee in consultation with the City Arborist. Trees of species whose roots are known to cause damage to public roadways or other public works are prohibited.
- (e) Trees are not allowed to be planted within public water, or wastewater easements. Trees are not allowed to be planted within fifteen feet of telecommunication or electrical lines.
- (f) Trees in place at the time of construction and preserved on the lot, may count towards the required planting of trees if the preserved trees meet all of the requirements listed herein.

Sec. 28.06.072. Landscape buffers.

- (a) Landscape buffer planting requirements.
 - (1) All plant material shall be of native or adapted species.
 - (2) All new proposed shade trees shall be a minimum of two and a half inches in caliper.
 - (3) All proposed ornamental trees shall be a minimum of one and a half inches in caliper.
 - (4) All large shrubs shall be a minimum of five-gallon container size and small shrubs/groundcovers a minimum of one-gallon container size.
- (b) Landscape buffer spacing requirements. The following landscape buffer spacing requirements shall apply to all designated landscape buffers:
 - (1) Shade trees (such as Live Oak or Cedar Elm). One per 50 feet of buffer frontage.

- (2) Ornamental trees (such as Crape Myrtle or Desert Willow). One per 25 feet of buffer frontage.
 - (3) Large shrubs, five-gallon (such as Wax Myrtle, DW Yaupon, or Agarita). One per six feet of buffer frontage.
 - (4) Small shrubs/groundcovers, one-gallon (such as Lantana or Liriope). One per three feet of buffer frontage.
- (c) Landscape buffer widths. The following landscape buffer width requirements shall apply to all designated landscape buffers and shall be measured from the edge of the right-of-way:

	At Arterial Roadways	At Collector Roadways
AG	0	0
SF-1	35 feet	25 feet
SF-2	35 feet	25 feet
SF-3	40 feet	30 feet
SF-4	50 feet	40 feet
SF-5	40 feet	30 feet
MF	50 feet	40 feet
MH	35 feet	25 feet
O	25 feet	25 feet
LR	25 feet	25 feet
GR	25 feet	25 feet
CS	25 feet	25 feet
I	50 feet	50 feet
H	25 feet	25 feet
GUI	25 feet	25 feet
PR	25 feet	25 feet
PP	25 feet	25 feet
PD	Varies	Varies

- (d) Landscape buffer vegetation. The following landscape buffer vegetation requirements shall apply to all designated landscape buffers:

This buffer area shall contain either native vegetation in the form of trees and bushes left in their natural, undisturbed condition, or, if no such native vegetation exists, shall consist of landscaping in conformance with this article. If the area consists of landscaped plantings, maintenance of such plantings shall be the sole responsibility of the developer or the homeowners' or property owners' association.

Sec. 28.06.073. Landscape material.

All trees, plants, and vegetation shall comply with the City of Austin “Grow Green” recommended plant guide. Invasive plants in this guide are specifically prohibited. A violation of this section is an offense under section 28.06.066.

Sec. 28.06.074. Landscape plan and tree survey submittal.

A landscape plan and tree survey shall be submitted to the city with the proposed site development plans and construction plans. The landscape plan shall comply with the landscape requirements. The landscape plan shall be signed and sealed by a landscape architect licensed by the state. The existing tree survey should be signed and sealed by a surveyor licensed by the state. The landscape plan must also be complied with while any structures are being built up to certificates of occupancy.

Sec. 28.06.075. Parking area landscaping.

- (a) Parking lots and all vehicular parking and maneuvering areas, excluding driveways behind buildings, shall contain areas constructed, planted, and maintained as landscaped islands, peninsulas, or medians.
- (b) The minimum total area in landscaped islands, peninsulas, or medians in the parking lots in front of buildings shall be 90 square feet for each 12 parking spaces, having a minimum width of nine (9) feet.
- (c) One tree is required for every six parking spaces. Tree preservation is encouraged for parking areas defined as back of curb and a nine (9) foot buffer around that back of curb, thus one existing tree that is at four inches DBH shall count for two new trees.
- (d) No parking space shall be located further than 50 feet from a landscaped island, peninsula, median, or tree. They shall be located evenly through the parking areas; however, the location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features.
- (e) Landscape terminal islands (end islands) shall be located at the end of all parking modules in a configuration to allow for turning radii of intersecting aisles to protect parked vehicles, provide for visibility, confine moving traffic to aisles and driveways, and provide space for landscaping. Medium and tall shrubs are prohibited on internal islands to maintain visibility.
- (f) All landscaped islands shall have curbs except when utilizing low impact development techniques to capture and utilize runoff for irrigation purposes.
- (g) Paving over more than seventy-five percent (75%) of the critical root zone is prohibited unless approved by the city development review committee. All approved paving shall be porous pavement to allow water and air exchange. Paving over more than seventy-five percent (75%) of the critical root zone without approval of the City is an offense.

Sec. 28.06.076. Screening of dumpsters and building service equipment.

- (a) For outdoor condensers, utility huts, and other building service equipment (other than a rooftop), such equipment shall be reasonably screened from view on all sides using a masonry wall and vegetative screen using at least two varieties of plant material from the “grow green” plant guide, that, at maturity, are at least the height of the equipment to be screened.

- (b) All refuse and/or recycling containers shall be reasonably screened with landscaping from public view and the view of adjoining properties.
- (c) The opening for removal of the dumpster for collection shall be a minimum of 12 feet to allow proper service access. An additional ten feet in width is required for every additional dumpster.
- (d) All durable materials used in constructing the dumpster screening masonry wall system shall be consistent with and complement the primary structure.
- (e) The orientation of the dumpster opening shall not face the street or public sidewalk unless approved by the city administrator.

Sec. 28.06.077. Maintenance requirements.

The owner shall be responsible for (unless otherwise specified herein):

- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and following all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (2) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice;
- (2) The repair or replacement of required landscape structures (walls, fences, etc.) to a structurally sound condition;
- (3) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering;
- (4) Replacing planted trees if they die or become diseased beyond repair within five years after planting; and
- (5) Repairing damage to landscaped areas, structures, screening, buffering, or trees as a result of ingress or egress from site easements by authorized or unauthorized parties.
- (6) Limitation of water due to drought restrictions placed by the City, Dripping Springs Water Supply Corporation, West Travis PUA, or any other water provider temporarily suspends the watering requirement in subsection (2).
- (7) A violation of this section is an offense under section 28.06.066.

Sec. 28.06.078. Integrated pest management.

An integrated pest management plan (IPM) shall be submitted with the site plan. The IPM shall include the soil analysis, fertilizer ratios, brands, and types of fertilization application methods to be used. Fertilizers must be phosphate-free.

Sec. 28.06.079. Tree preservation.

- (a) A grading and tree survey shall be submitted with the site development plans and construction plans. Residential site development, subdivision, or resubdivision which results in fewer than five dwelling units is exempt from this section.
- (b) The tree survey shall include all existing, live, healthy protected trees with an eight-inch DBH in diameter and larger, including clusters. The survey shall indicate the size (DBH) and species of tree. Trees observed to be distressed will be indicated with an asterisk on the tree list. Trees shall be represented by their critical root zone, meaning circles using the formula of one foot of radius for every one inch of trunk diameter. All required trees (both on and off the subject property) with critical root zones that intersect the limit(s) of disturbance with the project shall be represented. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed). Non-native trees or other exempt tree species as listed herein shall be omitted from the tree survey.
- (c) Protected trees are defined as follows:
- (1) Protected Trees;
 - (A) Heritage Trees;
 - (B) Legacy Trees;
 - (C) Standard Trees.
 - (2) Hardwood trees defined in Sec. 28.06.062 “Definitions”
 - (3) The following species are considered protected trees with at least one (1) trunk being equal or greater than the respective size (DBH):
 - i. Ashe Juniper (*Juniperus ashei*) - eight (8) inch DBH;
 - ii. Huisache (*Acacia farnesiana*) - twelve (12) inch DBH;
 - iii. Mesquite (*Prosopis glandulosa*) - twelve (12) inch DBH;
 - iv. Arizona Ash (*Fraxinus velutina*) - twelve (12) inch DBH;
 - v. Hackberry (*Celtis spp.*) - twelve (12) inch DBH;
 - vi. Texas Persimmon (*Diospyros texana*) - five (5) inch DBH;
 - vii. Texas Redbud (var. *texensis*) - five (5) inch DBH;
 - viii. Texas Mountain Laurel (*Sophora secundiflora*) - five (5) inch DBH;
 - ix. Condalia (*Condalia hookeri*) - five (5) inch DBH;
 - x. Possum Haw (*Ilex decidua* - in floodplain only) - five (5) inch DBH;
 - xi. Hawthorne (*crataegus texana*) - five (5) inch.
 - (4) Heritage Trees. A Heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are Heritage with at least one (1) trunk

being twelve (12) inches or greater DBH (the value of the twelve (12) inches or greater trunk is the value given to these small tree species):

- i. Texas Persimmon (*Diospyros texana*);
- ii. Texas Redbud (var. *texensis*);
- iii. Texas Mountain Laurel (*Sophora secundiflora*);
- iv. Condalia (*Condalia hookeri*);
- v. Possum Haw (*Ilex decidua* - in floodplain only);
- vi. Hawthorne (*crataegus texana*).

(5) Non-native Trees. Non-native invasive tree species are not protected and will be omitted from the tree survey. Non-native invasive tree species means the following tree species:

- i. Chinese Pistache (*Pistacia chinesis*);
- ii. Chinaberry (*Melia azedarach*);
- iii. Chinese Tallow (*Sapium sebiferum*);
- iv. Tree of Heaven (*Ailanthus altissima*);
- v. Salt Cedar (*Tamerix* species).
- vi. Japanese Ligustrum (*Ligustrum japonicum*).
- vii. Japanese Ligustrum (*Ligustrum japonicum*);
- viii. Nandina (*Nandina domestica*);
- viii. Paper Mulberry (*Broussonetia papyrifera*)

(d) Minimum Tree Preservation Requirements

(1) No protected tree shall be removed from any real property within the City of Dripping Springs without following the provisions as stated below except where exempted.

(2) Preservation requirements that are set as percentage values shall be percentage of the trees, not percentage of the sum of all diameter inches.

(3) Tree Preservation by Land Use:

(A) Commercial, Industrial, and Multi-family:

(i) A minimum of 40% of Standard and Legacy non-hardwood trees shall be preserved on a lot.

(ii) All Heritage and Legacy hardwood trees shall be preserved on a lot.

(iii) Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(iv) The tree preservation plan must also be complied with during all construction including while any structures are being built as part of the project up to

certificates of occupancy. As-built tree plans may be required by the City prior to building construction.

(v) Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(B) Subdivision Development of residentially zoned areas (five or more dwelling units):

(i) A minimum of 35% of Standard and Legacy non-hardwood trees shall be preserved on a lot.

(ii) Heritage and Legacy hardwood trees shall be preserved on a lot.

(iii) Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(iv) The tree preservation plan must also be complied with during all construction including while any structures are being built as part of the project up to certificates of occupancy. As-built tree plans may be required by the City prior to building construction.

(v) Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(C) A property owner after the certificate of occupancy has been issued is no longer subject to Divisions 3, 4, or 5 but is subject to Divisions 1 and 2 of this ordinance.

(D) Steep slopes –Protected trees shall not be removed from a steep slope area.

(E) All Heritage and Legacy hardwood trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the development review committee. Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation. Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(F) Tree preservation in Historic Districts shall comply with both this Chapter and the code and implementation manuals for the districts. When in conflict, the stricter requirement applies.

(4) Tree preservation in the Water Quality Protection Zones.

(A) No trees shall be removed without following the procedures set forth for Water Quality Protection Zones. The minimum percentage of trees to be preserved shall be by tree type, as follows:

(i) Standard trees – 100% shall be preserved

(ii) Legacy trees – 100% shall be preserved

(iii) Heritage trees – 100% shall be preserved

- (B) Drainageway Water Quality Buffer Zones. The above shall apply unless tree removal is specifically approved by the development review committee for allowable development in the WQBZ as defined by Water Quality Ordinance [22.05.017(d)]
- (e) A Tree Preservation Plan shall be submitted with the site plan for all applicable site plans and subdivisions. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed).
 - (f) Healthy designated protected trees that require removal to accommodate the development shall be replaced as directed herein. Trees identified as distressed shall not be included in tree preservation requirements evaluation.
 - (g) Pre- and post-construction fertilization is required for existing trees that will be or have been disturbed by construction activities, including disturbance of the critical root zone. Fertilizers must be phosphate-free.
 - (h) During construction, take measures to protect trees, including rigid fencing, shielding, and signage, as necessary. Rigid fencing shall be placed with a radius of at least ten feet from the trunk or at the critical root zone, whichever is greater, unless property lines or other features prohibit a complete radius. Rigid fencing shall consist of wood, chainlink, or other solid material approved by the city administrator. Stakes shall be no more than six feet apart and at least one and one-half deep into the ground. Rigid fencing shall be at least three feet in height.
 - (i) The city inspector or designee shall inspect and approve installed tree protection before issuance of any permit to commence with any construction activity.
 - (h) Tree protection shall remain in place until final landscaping installation as approved by the city inspector or designee.
 - (i) Parking or storing of vehicles, equipment or materials allowed within the critical root zone is prohibited.
 - (j) Any activity that damages trees on adjacent lots is prohibited.
 - (k) A violation of this section is an offense under section 28.06.066.

Sec. 28.06.080. Mitigation for Tree Removal.

- (a) Mitigation for all removed trees not covered by an exception is required for all trees removed during all construction including while any structures are being built as part of the project up to certificates of occupancy. For all removed trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches (TC) required for mitigation will be determined using the approved tree survey or tree preservation plan. Legacy hardwood trees shown to be removed (beginning from largest to smallest (TC)) will be added to the preserved tree total until the preservation percentage is reached. The number of trees needed to meet the preservation requirement will be included in the mitigation calculation.
- (b) Protected trees which are removed shall be mitigated using any combination of the following pursuant to a tree mitigation plan as approved by the development review committee:
 - (1) Preservation of existing trees >6 inches in DBH above minimum preservation

- requirements;
- (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 2-years of the relocation;
 - (3) Replacement by new protected tree species, or alternative native trees approved by the City Administrator or designee; and/or
 - (4) Payment of a fee in lieu of tree replacement.
 - (5) Mitigation cannot be accomplished by only using one of methods “1” thru “4” above. They must be used in combination in a balance approved by the development review committee.
- (c) The preservation of healthy Standard trees on-site is encouraged and may be used as mitigation to offset the removal of Protected trees. The mitigating trees may be of any protected tree species with an aggregate TC in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or proposed utility easements and overhead electric lines. Existing Heritage trees cannot be used to mitigate for the loss of Heritage trees.
- (d) Replacement trees are in addition to the minimum landscaping requirements as described in Section 28.06.071 through Section 28.06.077 of this document.
- (e) Replacement trees may be of any protected tree species or alternative approved indigenous tree with an aggregate TC in inches of the trees removed with ratio of (1:1) for Standard trees, (1.5:1) for Legacy trees and (3:1) for Heritage trees.
- (f) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.
- (g) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the development review committee. Replacement trees must be maintained and kept alive for three years through a maintenance plan or replaced if destroyed, diseased, or dead within that time period.
- (h) Landscaping should be mulched to a depth of 3-4” and devoid of weeds and trash. Newly planted trees shall be mulched in a 4 foot radius or 8 foot diameter. The mulch will be kept 6 to 8 inches away from the root flare.
- (i) Biodiversity requirements for tree replacement
- (A) When replacing trees on site, or at a location approved by the development review committee, no single tree species may account for more than 50% of the total required caliper inches to be replaced.
 - (B) When more than 300 inches (TC) of replacement trees are required, a minimum of three (3) different approved tree species shall be used to fulfill the replacement requirements.
- (j) Fee in lieu of replacement:
- (i) If all or a portion of the required replacement trees will not be planted on-site or on a site approved by the development review committee, payment of a fee in lieu of

replacement shall be made, which shall be deposited into the City’s Landscaping Fund. The fee shall be determined as follows in the Table below;

(ii) As described in Texas Government Code Sec.212.905, a tree mitigation fee is not required for trees < 10 inches in DBH on a property that is an existing one-family or two-family dwelling that is the persons residence.

Table Mitigation methods for tree removal

<u>Tree Classification</u>	<u>Tree Diameter Removed (DBH)</u>	<u>Tree Planting: Aggregate TC in inches of trees removed</u>	<u>Mitigation Fee per inch (TC) of tree removed</u>
<u>Standard</u>	8.0” -11.9” or as defined herein	1:1	\$50
<u>Legacy</u>	12.0” – 23.9” or as defined herein	1.5:1	\$100
<u>Heritage</u>	24.0” or greater or as defined herein	3:1	\$200

* If it is necessary to convert diameter or caliper to TC when purchasing replacement trees, the cost shall be calculated as: TC = diameter (in) x 3.1415, where TC is total circumference (in).

- (k) Tree Preservation Incentives. An individual may apply for, and subject to verification, shall receive incentives for tree preservation as follows:
 - (1) Parking Space Reduction. Upon application and verification by the city arborist, an individual shall be entitled to a reduction in the minimum parking requirements to help meet the minimum tree preservation requirements. For the purpose of providing an incentive, the said minimum parking requirements may be reduced by one (1) parking space for every four (4) diameter inches of trees that have been protected or mitigated on a site. The city arborist shall issue a certificate to the appropriate city department(s) confirming that a reduction has been earned under this section. Up to fifteen (15) percent of the required spaces may be waived, however, a waiver in excess of fifteen (15) percent of the required spaces must be approved by the director of planning and development services or the director’s designee, and no waiver may exceed thirty (30) percent of the required spaces. A waiver of up to fifty (50) percent of the minimum parking spaces required may be granted if the plan will result in the preservation of woodlands or significant stands of trees in a natural state in excess of the minimum tree preservation requirements. If used, the incentive provided by this subsection shall control over any other conflicting provision of this article.
 - (2) Sidewalks. Where the development review committee determines that preservation of trees warrants the elimination, reduction in width, alternative routing, or

modification to the sidewalk and curb requirements in accordance with the tree preservation standards, a waiver may be granted.

- (3) Tree Cluster(s). In order to emphasize the importance of preserving trees in a cluster during development, additional tree preservation credit will be given as follows:
 - (A) Cluster(s) of three (3) or more trees less than ten (10) feet apart without existing understory will be calculated at one hundred five (105) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
 - (B) Cluster(s) of three (3) or more trees less than ten (10) feet apart with existing understory will be calculated at one hundred fifteen (115) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
- (4) Landscape Credits. Landscape credits may be awarded as provided in this chapter. Trees installed to meet the requirements of the landscape buffer Section 28.06.071 through Section 28.06.077 may be used to meet the requirements of the final tree canopy section.
- (5) Minimum Lot Size and Setbacks. The board of adjustment may approve a variance to the minimum lot size and setback requirements of the applicable zoning district for an individual lot or lots where the applicant demonstrates the following:
 - (A) Compliance with the minimum lot size or setback requirement is needed to preserve a protected tree or heritage tree; and
 - (B) If the tree permit application is pursuant to a proposed subdivision plat, the average lot size of the proposed subdivision will equal or exceed that of the applicable zoning district; and
 - (C) The public purpose involved in protecting the tree exceeds the public purpose of complying with minimum lot size or setback requirements; and
- (6) State Certification in Lieu of Compliance. The city arborist shall assist those who wish to have a site certified under the Texas Parks and Wildlife, Texas Wildscape Program in lieu of meeting city requirements in this division as long as twenty (20) percent of existing trees on-site are preserved.

Sec. 28.06.081. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements of Section 28.06.079:

- (a) Lots on which buildings were constructed prior to the adoption of this ordinance and subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.
- (b) Hazardous, diseased, dead, or dying trees as determined by a tree survey and a letter from a certified Texas Arborist.
- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.

- (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
- (e) Trees or areas of tree canopy preventing the opening of reasonable and necessary vehicular traffic lanes in a street or alley.
- (f) Trees or areas of tree canopy located in the clear site line area and impeding required sight distance, as defined by the Dripping Springs Technical Criteria Manual (DSTC) Chapter 28, Exhibit C, as determined by the city engineer.
- (g) When undertaken in- and immediately adjacent to- the bounds of a public right-of way or dedicated public utility easement by an official government entity or their designee for public use, the installation of:
 - (1) roadways, bridges, culverts, and associated traffic facilities; and
 - (2) sidewalks and similar off-highway trails and passageways; and
 - (3) streets and passageway lighting; and
 - (4) surface and subsurface stormwater drainageways (where horizontal boring is not practicable); and
 - (5) subsurface potable water and wastewater utility infrastructure (where horizontal boring is not practicable); and
 - (6) roadway widening/creating on-street parking
- (h) Trees identified by a certified arborist as distressed shall not be included in tree preservation requirements evaluation.

Sec. 28.06.082. Irrigation requirements.

- (a) An irrigation plan is required as part of the site plan and will be prepared by a licensed irrigator (i.e., licensed landscape architect or engineer). The plan should include rain/freeze sensors on all controllers. The irrigation plan should provide drip irrigation in shrub beds and bubblers on all trees. Drip irrigation is encouraged on all residential and commercial turf grasses.
- (b) Turf drought-tolerant grass plantings shall comply with the interior lot landscaping requirements in this article. St. Augustine is expressly prohibited.
- (c) Landscaped areas must be mulched as required by the interior lot landscaping requirements in this article.
- (d) Watering landscaping by hose-end sprinklers or permanently installed automatic sprinkler systems between 10 a.m. and 7 p.m. is prohibited.
- (e) Watering by hand-held hose, drip irrigation, or soaker hose is allowed at any time. No more than three hours per day maximum is allowed.
- (f) Watering or irrigating of any landscaping in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, parking area, street, alley, gutter, or ditch is prohibited.
- (g) A subdivision or commercial project that uses drip irrigation in all open, park, and common areas will receive a credit of fifty percent (50%) of water reuse fees in Section 22.06.007 – Development requirements.

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- (h) All restrictions herein are in addition to any restrictions placed by a utility provider including the Dripping Springs Water Supply Corporation, the West Travis County PUA, or the City of Dripping Springs.

Sec. 28.06.083. Drought conditions.

- (a) During extreme drought classifications for this region as determined by the National Drought Mitigation Center, the city administrator, or designee, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing the trees and other required landscaping into the city's drought tree fund in lieu of the installation of trees and other landscaping required by this chapter for the issuance of a certificate of occupancy permit, or the city administrator may accept an escrow equal to the cost of purchasing and installing the trees and other required landscaping. The city shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of this code has been reviewed and accepted by the city administrator. Failure to maintain and adhere to an approved erosion control plan during periods of extreme drought classification shall be deemed a violation and the fines and penalties under section 28.06.066 of this article shall apply.
- (b) Persons requesting that the city accept a fiscal deposit in lieu shall provide the city with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by this chapter.
- (c) If no cost for the installation of trees and landscaping required by this chapter is provided to the city, the city shall require 66 percent of the cost of the trees and landscaping to be paid as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the city pursuant to this section shall be held in escrow. The escrow may be drawn upon by the city to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released to the depositing property owner to implement tree and landscaping requirements within 30 days when the drought mitigation center determines that this region is no longer in an extreme drought condition or higher classification. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.066 of this article shall apply.
- (e) Whenever necessary to enforce any provision of this article or implement tree and landscaping requirements on the depositing property owner's property, city staff, or the city's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this article during an extreme drought classification for this region. If entry is refused, the city shall have recourse to every remedy provided by law and equity to gain entry.
- (f) The city is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The city has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.

Sec. 28.06.084. Seasonal Installation Bond/Escrow

- (a) Landscaping for any project should be installed at an appropriate time of year, to maximize the survivability of the material being planted. If construction activities are completed, save for the installation of trees, shrubs, ornamental ground covers, perennials, and annuals, from March 15 thru September 15, the Planning Department, at the option of Owner, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing these materials in lieu of the installation of trees and other landscaping required for the issuance of a certificate of occupancy or certificate of completion, as appropriate; or, the Planning Department may accept an escrow equal to the cost of purchasing and installing the trees and other required landscaping. The City shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of the Code has been reviewed and accepted by the City Administrator. Failure to maintain and adhere to an approved erosion control plan during the period March 15 – Sept. 15 shall be deemed a violation and the fines and penalties under section 28.06.066 of the Code shall apply.
- (b) Upon the request that the City accept a fiscal deposit in lieu, owner/applicant shall provide the City Administrator with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by the Code.
- (c) If no cost for the installation of trees and landscaping required by the Code is provided to the City, the City shall require a fiscal deposit equal to 66% of the cost of the trees and landscaping to be delivered to the City as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the City pursuant to this chapter shall be held in escrow. The escrow may be drawn upon by the City to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released by the City to the depositing property owner or his/her/its designee to implement tree and landscaping requirements within 30 days of drawing upon the escrow. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.066 of the Code shall apply.
- (e) Whenever necessary to enforce any provision of this section or implement tree and landscaping requirements on the depositing property owner's property, City staff, or the City's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this section until such time the complete landscape package has been installed and accepted by the City. If entry is refused, the City shall have recourse to every remedy provided by law and equity to gain entry.
- (f) The City is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The City has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.

Sec. 28.06.085. Oak Wilt Management

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- (a) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted to any entity or property owner wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the entity or property owner contracts with a licensed professional tree care or landscaping company. Trimming or cutting of trees are allowed during the prohibited months if done in response to damage caused by weather. Trimming or cutting can be done by the entity, property owner, or a licensed professional or landscape company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
 - (b) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
 - (c) It is an offense for a contractor or individual to prune any oak without sealing wounds with an acceptable wound dressing within 30 minutes of pruning.
 - (d) Infected red oaks that die in late summer, fall or early winter should be cut down and burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.
 - (e) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a Texas Oak Wilt Qualified (TOWQ) ISA certified arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
 - (f) In the case of emergencies due to tree damage from weather events or other natural disaster the requirement for licensed professional tree care or landscaping company for review for trimming during prohibited months is not required if not available. In addition, painting within 30 minutes at the time of cutting is not required, but painting shall be done as soon as possible.

*DIVISION 5. STANDARDS -- COMMERCIAL AND SUBDIVISION INTERIOR LOT
LANDSCAPING*

Sec. 28.06.090. Scope and Applicability

This article Divisions 3, 4, and 5 – Commercial and Residential Subdivision Tree Preservation and Interior Lot Landscaping apply to all commercial property and residential subdivisions with five or more dwelling units within the incorporated municipal boundaries (i.e., city limits). for which site development plan or construction plan approval by the city is required under the city's Code of Ordinances. This article applies to actions taken after the date of enactment.

Sec. 28.06.091. Turf Grass Areas

- (a) Turf grass areas shall be planted in drought-tolerant species normally grown as permanent lawns in the City, including Zoysia, Bermuda, Buffalograss, Habiturf (combination of Buffalograss, Blue Grama, and Curly Mesquite) or other drought-tolerant turf grass varieties as approved by the City in consultation with Texas A&M Agrilife Extension. Saint Augustine grass is expressly prohibited.

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- (b) In residential home subdivisions, drought-tolerant turf grass areas shall be limited to a maximum of 50% of the total provided landscaped area, except that up to 75% of the areas can be drought-tolerant turf if solely supported by drip irrigation in lieu of spray irrigation. Areas that are approved for use for land application, septic area, or other type of wastewater application are not included in this calculation.
 - (c) In all other developments, drought-tolerant turf grass areas shall be limited to a maximum of 25% of the total provided landscaped area, except that up to 50% of the areas can be drought-tolerant turf if solely supported by drip irrigation in lieu of spray irrigation. Areas that are approved for use for land application, septic area, or other type of wastewater application are not included in this calculation.
 - (d) Drought-tolerant turf grass areas may be sodded, plugged, sprigged or seeded, except that solid sod shall be used in swales, other areas subject to erosion, or as required in a Water Quality Protection Zone Plan.
 - (e) Installation of sod dependent upon restrictions set by water utilities and drought stage restrictions. Section 28.06.084 should be followed in drought conditions for delay of installation of landscaping and trees as appropriate.

Sec. 28.06.092. Soils

New landscaped areas shall be prepared so as to achieve a soil depth of at least 6 inches for turf. A soil depth of 12 to 18 inches should be used for perennials and shrubs, and 18-24 inches for trees. The six-inch soil depth shall consist of at least 25% compost blended with soil.

Sec. 28.06.093. Xeriscape materials

Developers and homebuilders are encouraged to plant native, adapted, and non-invasive xeriscape plants and trees in addition to using other materials such as mulch and compost to promote use of water-wise landscaping.

ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

***DIVISION 1. GENERALLY -INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT
LANDSCAPING AND TREE PRESERVATION***

Sec. 28.06.001. Title.

This article shall be commonly cited as the residential and commercial landscape ordinance.

Sec. 28.06.002. Purpose – Residential Tree Preservation.

- (a) Generally. The purpose of this article is to provide protection for Heritage and Legacy Trees in residential areas and for the preservation of native trees, in recognition that trees, landscaping, screening, and buffering protect the health and welfare of the community, while addressing the water conservation and drainage issues particular to the Hill Country region. The purpose of this article is also to enhance the community's ecological, environmental, and aesthetic qualities.
- (b) Health, welfare, and general well-being. Preserving and improving the natural environment, and maintaining a working ecological balance, are of increasing concern to the city. The fact that the proper use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare, and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare, and general well-being of the community, and therefore it is proper that the appropriate use of such elements be required.
- (c) Water conservation and drainage. The city experiences frequent droughts, due in part to a landscape characterized by thin-soiled rock formations; therefore, it is the purpose of this article to encourage the use of drought-resistant vegetation and landscaping that minimizes runoff and erosion.

Sec. 28.06.003. Scope and Applicability.

Divisions 1 and 2 – Residential Tree Preservation apply to all residential property that has been issued a certificate of occupancy or which has or will be occupied by owner or lessee and any residential property project where subdivision results in fewer than five dwelling units within the incorporated municipal boundaries (i.e., city limits). Divisions 3, 4, and 5 apply to any residential construction of five or more dwelling units that is part of a project covered by those divisions prior to the issuance of the certificate of occupancy or when the residential construction is first occupied by an owner or lessee. This article applies to actions taken after the date of enactment.

In addition, this article applies to all development requiring site plan approval subject to zoning requirements, including:

- (a) All residentially-zoned property for which a subdivision is accepted by the City after the effective date of this ordinance generating fewer than five dwelling units;
- (b) All properties going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.
- (c) Any grading, filling or clearing of land related to a project as limited above; and
- (d) Trenching or excavating that may damage or destroy protected trees as defined related to a project as limited above.

Sec. 28.06.004. Definitions.

- (a) Rules of interpretation . Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

- (b) Specific definitions.

ANSI. The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

Caliper inch. A unit of measure for tree size taken six inches above the ground level for field grown stock, and six inches above the soil line for container grown stock, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size.

City administrator. The chief administrative officer of the city. The term shall also include ~~the~~ deputy city administrators.

City arborist. The employee or consultant designated by the city council as the city arborist.

City council. The governing body of the city.

City of Austin Grow Green Guide. The document promulgated in part by the City of Austin, entitled "Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas," as may be amended.

City permit. A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a city ordinance, regulation, or rule in order to develop, construct, and operate the improvements on the property.

Code. The Code of Ordinances enacted by the city, as may be amended from time to time.

Commercial land use. All activities and operations except for one- and two-family residences occupied by individual(s) claiming the dwelling as their homestead.

Critical root zone. The circular area surrounding a tree trunk, established as a distance equal to one foot of radial distance for every inch of caliper size or tree DBH, whichever is appropriate.

Development. The construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill.

Development Review Committee. A group consisting of the city administrator or designee, the city engineer, building official, and the city planner.

DBH (diameter at breast height). The unit of measure for tree size once over four inch (4") caliper. DBH is the tree trunk diameter of an existing tree measured in inches at a height of 4.5 feet above the ground. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the split.

Escrow. A deposit of a cash bond with the city in accordance with this article.

Extreme drought classification. A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation.

Hardwood. Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, American Sycamore, Eastern Cottonwood, Red Mulberry, Osage Orange, and other designated hardwood trees.

Heritage tree. A protected tree having a trunk of 24.0" or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.052.

Impervious cover. Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration. For further clarification on what is considered impervious cover, refer to the city's water quality protection ordinance (article 10.03).

Landscape architect. One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site.

Landscaping. Consists of introduced vegetation, as well as related improvements to a lot, including, but not limited to, forming and berming, irrigation systems, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

Legacy tree. A protected tree having a trunk of 12.0" -23.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.052.

Natural area. An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbrier, and similar vegetation, oak wilt removal and/or prevention measures, and allowing for maintenance of the trees to maintain vigorous growth.

Owner. A person with legal control over property in question.

Person. A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship, or other legal entity.

Protected tree. Any of the following:

- (1) A hardwood tree having a trunk of eight inches in caliper or greater measured at DBH;
- (2) A multi-trunked hardwood tree having a total trunk DBH of 30 inches or more (not counting trunks less than eight inches in diameter); or
- (3) A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).

Residential Use. One- and two-family structures, occupied by individuals as their primary residence.

Responsible party. The owner/operator of the business on which the site development permit is being sought or where the protected tree or landscaping is required; the owner of the property upon which the tree is located or landscaping is required; the person who performs construction or landscaping on a lot, contracts with or directs a person to accomplish the construction.

Standard tree. A protected tree having a trunk of 8.0" -11.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.052.

TCEQ. The state commission on environmental quality, or its successor agency.

Tree caliper. Caliper is the diameter of the trunk, measured at 6 inches above the soil line on the uphill side, and used for trees that measure 4" caliper or smaller. Over 4" caliper, trees are measured in DBH.

Sec. 28.06.005. Landscaping fund.

A fund is hereby created in which any cash-in-lieu paid to the city pursuant to the mandates of this article shall be deposited. The fund may be drawn upon by the city to implement landscaping improvements on city land and city controlled rights-of-way or to fund landscape project grants that serve a public city purpose.

Sec. 28.06.006. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. "Damage" in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" for trees protected by this ordinance. A violation of this section is an offense under section 28.06.007.

Sec. 28.06.007. Offense

- (a) A person who intentionally, knowingly, recklessly, or with criminal negligence violates, causes, allows or permits a violation of a section of this chapter designated as an offense

commits a misdemeanor punishable by a fine not exceeding \$2000.00. A person who otherwise violates a section of this chapter designated as an offense commits an offense punishable by a fine not to exceed \$500.

- (b) Each violation of this chapter designated as an offense constitutes a separate offense.
- (c) No culpable mental state is required to prove an offense under this chapter if the offense involves:
 - (1) removal or damage to trees in violation of this chapter including clearing, grubbing, or other heavy instruction over the critical root zone of a protected tree; or
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction.
- (d) Violations:
 - (1) Section 28.06.006. Damaging or Removing Trees.
 - (2) Section 28.06.052. Tree Preservation.
 - (3) Section 28.06.056. Irrigation Requirements

Sec. 28.06.008. - Liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that damages or removes any tree, from personal injury or property damage resulting from the damage or removal of the tree, or resulting from the negligence or willful acts of such person in the construction or maintenance of any property resulting in the damage or removal of a tree or the damage or removal of any tree, or from the damage caused by the failure to remediate oak wilt or planting of a prohibited tree. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any site development permit, subdivision, or construction under these provisions.

Sec. 28.06.009. - Civil remedies.

Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including remediation of oak wilt or protection of trees where such remediation or protection is required by this chapter at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief.

- (3) Any person violating any provision of this article is subject to a stop work order. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.

Secs. 28.06.010—28.06.050. Reserved.

*DIVISION 2. STANDARDS - INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT
LANDSCAPING AND TREE PRESERVATION*

Sec. 28.06.051. Maintenance requirements.

The owner shall be responsible for (unless otherwise specified herein):

- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and following all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (2) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice.
- (3) Limitation of water due to drought restrictions placed by the City, Dripping Springs Water Supply Corporation, West Travis PUA, or any other water provider temporarily suspends the watering requirement in subsection (2).
- (4) A violation of this section is an offense under section 28.06.007.

Sec. 28.06.052. Tree preservation.

(a) Protected trees are defined as follows:

- (1) Protected Trees;
 - (A) Heritage Trees;
 - (B) Legacy Trees;
 - (C) Standard Trees.
- (2) Hardwood trees defined in Sec. 28.06.004 “Definitions”
- (3) The following species are considered protected trees with at least one (1) trunk being equal or greater than the respective size (DBH):
 - i. Ashe Juniper (*Juniperus ashei*) - eight (8) inch DBH;
 - ii. Huisache (*Acacia farnesiana*) - twelve (12) inch DBH;
 - iii. Mesquite (*Prosopis glandulosa*) - twelve (12) inch DBH;

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- iv. Arizona Ash (*Fraxinus velutina* - twelve (12) inch DBH;
 - v. Hackberry (*Celtis* spp.) - twelve (12) inch DBH;
 - vi. Texas Persimmon (*Diospyros texana*) - five (5) inch DBH;
 - vii. Texas Redbud (var. *texensis*) - five (5) inch DBH;
 - viii. Texas Mountain Laurel (*Sophora secundiflora*) - five (5) inch DBH;
 - ix. Condalia (*Condalia hookeri*) - five (5) inch DBH;
 - x. Possum Haw (*Ilex decidua* - in floodplain only) - five (5) inch DBH;
 - xi. Hawthorne (*crataegus texana*) - five (5) inch.
- (4) Heritage Trees. A Heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are Heritage with at least one (1) trunk being eight (8) inches or greater DBH (the value of the eight (8) inches or greater trunk is the value given to these small tree species):
- i. Texas Persimmon (*Diospyros texana*);
 - ii. Texas Redbud (var. *texensis*);
 - iii. Texas Mountain Laurel (*Sophora secundiflora*);
 - iv. Condalia (*Condalia hookeri*);
 - v. Possum Haw (*Ilex decidua* - in floodplain only);
 - vi. Hawthorne (*crataegus texana*).
- (5) Non-native Trees. Non-native invasive tree species are not protected. Non-native invasive tree species means the following tree species:
- i. Chinese Pistache (*Pistacia chinensis*);
 - ii. Chinaberry (*Melia azedarach*);
 - iii. Chinese Tallow (*Sapium sebiferum*);
 - iv. Tree of Heaven (*Ailanthus altissima*);
 - v. Salt Cedar (*Tamerix* species).
 - vi. Japanese Ligustrum (*Ligustrum japonicum*).
 - vii. Nandina (*Nandina domestica*);
 - viii. Paper Mulberry (*Broussonetia papyrifera*)
- (b) Minimum Tree Preservation Requirements
- (1) No Heritage or Legacy hardwood tree shall be removed from any property within the City of Dripping Springs without following the provisions as stated below except where exempted.
- (2) Tree Preservation by Land Use:

(A) A property owner may remove any tree, other than a Heritage or Legacy hardwood tree, on property owned where the removal is not due to a residential development resulting in five or more dwelling units or due to commercial, industrial, government, or multi-family development.

(B) All Heritage and Legacy hardwood trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the development review committee. Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(C) Tree preservation in Historic Districts shall comply with both this Chapter and the code and implementation manuals for the districts. When in conflict, the stricter requirement applies.

(3) All healthy Heritage, Standard, and Legacy trees shall be preserved in the Water Quality Protection Zones as defined in Article 22.05.

- (c) Healthy protected trees (as defined herein) that are Heritage or Legacy trees as defined that require removal to accommodate the development shall be replaced as directed herein. Trees identified as distressed by a Certified Texas Arborist shall not be included in tree preservation requirements evaluation.
- (d) Any activity that damages trees on adjacent lots is prohibited.
- (e) A violation of this section is an offense under section 28.06.007.

Sec. 28.06.053. Mitigation for Tree Removal.

- (a) Mitigation for all removed Heritage and Legacy hardwood trees not covered by an exception is required. For all removed Heritage and Legacy hardwood trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches (TC) required for mitigation will be determined by the development review committee in consultation with the City Arborist.
- (b) Protected trees which are removed shall be mitigated using any combination of the following:
 - (1) Preservation of existing trees >6 inches in DBH above minimum preservation requirements;
 - (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 3-years of the relocation;
 - (3) Replacement by new protected tree species, or alternative native trees approved by the development review committee; and/or
 - (4) Payment of a fee in lieu of tree replacement.
 - (5) Mitigation cannot be accomplished by only using one of methods “1” thru “4” above. They must be used in combination.
- (c) The preservation of healthy Standard trees and Legacy non-hardwood trees on-site is encouraged and may be used as mitigation to offset the removal of Protected Heritage and Legacy hardwood trees. The mitigating trees may be of any protected tree species

with an aggregate TC in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or proposed utility easements and overhead electric lines. Existing Heritage or Legacy hardwood trees cannot be used to mitigate for the loss of Heritage or Legacy hardwood trees.

- (d) Replacement trees may be of any protected tree species or alternative approved indigenous tree with an aggregate TC in inches of the trees removed with ratio of (3:1) for Heritage trees and (1.5:1) for Legacy hardwood trees.
- (e) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.
- (f) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the Development Review Committee.
- (g) Fee in lieu of replacement:
 - (i) If all or a portion of the required replacement trees will not be planted on-site or on a site approved by the development review committee, payment of a fee in lieu of replacement shall be made, which shall be deposited into the City’s Landscaping Fund. The fee shall be determined as follows in the Table below;

Table Mitigation methods for tree removal

Tree Classification	Tree Diameter Removed (DBH)	Tree Planting: Aggregate TC in inches of trees removed	Mitigation Fee per inch (TC) of tree removed
Heritage	24.0” or greater or as listed herein	3:1	\$200
Legacy (hardwood)	12.0” – 23.9” or as listed herein	1.5:1	\$100

* If it is necessary to convert diameter or caliper to TC when purchasing replacement trees, the cost shall be calculated as: $TC = \text{diameter (in)} \times 3.1415$, where TC is total circumference (in).

Sec. 28.06.054. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements for Heritage and Legacy hardwood trees of Section 28.06.052:

- (a) Lots on which buildings were constructed prior to the adoption of this ordinance and

subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.

- (b) Hazardous, diseased, dead, or dying trees as determined by a tree survey and a letter from a certified Texas Arborist.
- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.
- (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
- (e) Trees identified by a certified arborist as distressed shall not be included in tree preservation requirements evaluation.

Sec. 28.06.055. Oak Wilt Management

- (a) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted to any person wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the person agrees to comply with this section as it relates to painting wounds. Trimming or cutting of trees are allowed during the prohibited months if done in response to damage caused by weather. Trimming or cutting can be done by the entity, property owner, or a licensed professional or landscape company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
- (b) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
- (c) Infected red oaks that die in late summer, fall or early winter should be cut down and burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.
- (d) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a Texas Oak Wilt Qualified (TOWQ) ISA certified arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
- (d) In the case of emergencies due to tree damage from weather events or other natural disaster the requirement for licensed professional tree care or landscaping company for review for trimming during prohibited months is not required if not available. In addition, painting within 30 minutes at the time of cutting is not required, but painting shall be done as soon as possible.

Sec. 28.06.056 Irrigation Requirements

- (a) Watering landscaping by hose-end sprinklers or permanently installed automatic sprinkler systems between 10 a.m. and 7 p.m. is prohibited.
- (b) Watering by hand-held hose, drip irrigation, or soaker hose is allowed at any time. No more than three hours per day maximum is allowed.

-
- (c) Watering or irrigating of any landscaping in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, parking area, street, alley, gutter, or ditch is prohibited.
 - (d) All restrictions herein are in addition to any restrictions placed by a utility provider including the Dripping Springs Water Supply Corporation, the West Travis County PUA, or the City of Dripping Springs.
 - (e) A small project that is a subdivision of four or less units that uses drip irrigation in all open, park, and common areas will receive a credit of fifty percent (50%) of water reuse fees in Section 22.06.007 – Development requirements.

Street Trees, Turf, and Interior Lot Landscaping:

Street Trees that have to be planted in large Residential Subdivisions and Commercial Projects:

Zoning	No. of Required Trees
SF-1	2
SF-2	2
SF-3	1
SF-4	2
SF-5	1 per unit
MF	Follow Nonresidential Street Tree Requirements 28.06.071(b)
MH	1

Nonresidential street tree requirements. At least one required tree, shall be planted adjacent to or near the street right-of-way for each 25 feet, or fraction thereof, of linear street frontage. Trees shall be planted between the street right-of-way and any horizontal and vertical improvements. The required number of trees need not be placed uniformly, but may be clustered in groups.

Irrigation Requirements

- Watering allowed between 10 a.m. to 7 p.m. for all properties with hose end sprinklers or automatic sprinklers
- Drip and hand held hose can be done at any time, but not more than three hours per day.
- Water cannot flow or runoff off onto impervious cover such as sidewalks and roadways.
- 50% discount on water reuse fees for all subdivision projects small or large if all open spaces, parks, and common areas irrigated with drip irrigation.
- All water supplier rules apply in addition to these rules.

Turf Grasses for Commercial and Large Subdivision Projects

- Grass must be Zoysia, Bermuda, Buffalograss, or Habiturf
- St. Augustine is expressly prohibited

ZOYSIA	BERMUDA	BUFFALO GRASS	HABITURF	ST. AUGUSTINE
				

- Large Residential Projects are limited to 50% of total provided landscaped area being drought-tolerant grass areas unless drip irrigation is used and then up to 75% is allowed
- Commercial and Multi-Family Projects are limited to 25% of total provided landscaped area being drought-tolerant grass areas unless drip irrigation used and then up to 50% is allowed.

Landscaping Resources

Dripping Springs WSC: <https://drippingspringswater.com/drought-contingency>

West Travis County PUA: <https://wtcpua.org/drought-contingency>

Texas A&M Agrilife Extension: <https://agriflifeextension.tamu.edu/assets/environment-natural-resources/water/water-conservation/>

Types of Trees:

Heritage Trees:

- 100% have to be protected during construction of larger residential subdivisions and all commercial projects
- Can be removed if dead or diseased
- Residents and small projects may only remove with waiver from the City

Legacy Trees (hardwood):

- 100% of hardwood Legacy Trees have to be protected during construction of larger residential subdivisions and all commercial projects
- Can be removed if dead or diseased
- Residents and small projects may only remove with waiver from the City

Standard Trees:

- Commercial, Industrial, and Multi-family
 - 100% of Heritage and hardwood Legacy trees must be protected
 - A minimum of 40% of Standard and non-hardwood Legacy trees must be protected
- Residential – A minimum of 35% of Standard and non-hardwood Legacy Trees, exclusive of Heritage and hardwood Legacy trees, including clusters
- Dead or diseased trees not included towards removed trees
- Residents and small projects may remove any standard tree

Non-Native/Unprotected Trees

- Can be removed during construction or by residents

All protected trees will be preserved:

- Water Quality Zones (as defined by ordinance)
- Steep Slopes (as defined by ordinance)

Protected Trees	Tree	Heritage Size	Legacy Size	Standard Size	Notes
	Ashe Juniper	24 inch	8 inch	6 inch	Golden Cheek Warbler
	Huisache (Acacia farnesiana)	24 inch	12 inch	8 inch	
	Mesquite (Prosopis glandulosa)	24 inch	12 inch	8 inch	

	<p>Arizona Ash (Fraxinus velutina)</p>	<p>24 inch</p>	<p>12 inch</p>	<p>8 inch</p>	
	<p>Hackberry (Celtis spp.)</p>	<p>24 inch</p>	<p>12 inch</p>	<p>8 inch</p>	
	<p>Texas Persimmon (Diospyros texana)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	

	<p>Texas Redbud (var. texensis)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Texas Mountain Laurel (Sophora secundiflora)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Condalia (Condalia hookeri)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Possum Haw (Ilex decidua)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	<p>In floodplain only</p>

	Hawthorne (rataegus texana)	12 inch	5 inch	3 inch	
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Including All Hardwood Trees including: Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, and other designated hardwood trees.

Protected Tree	Tree	Heritage	Legacy	Standard	Notes
	Hardwood Trees	24"	12"	8"	

Non-Native Trees – Not Protected

<p>Chinese Pistache (<i>Pistacia chinensis</i>)</p>	
<p>Chinaberry (<i>Melia azedarach</i>)</p>	
<p>Chinese Tallow (<i>Sapium sebiferum</i>)</p>	
<p>Tree of Heaven (<i>Ailanthus altissima</i>)</p>	

<p>Salt Cedar (Tamerix species)</p>		
<p>Japanese Ligustrum (ligustrum japonicum)</p>		
<p>Nandina (nandina domestica)</p>		

<p><u>Paper Mulberry (Broussonetia papyrifera)</u></p>	
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Tree Resources

Texas A&M Forest Service: <http://texastreeid.tamu.edu/content/listOfTrees/>

Oak Wilt: <https://texasoakwilt.org/>

CITY OF DRIPPING SPRINGS

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REPLACING ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION ORDINANCE; ESTABLISHING REGULATIONS FOR DEVELOPMENT AND THE PRESERVATION OF TREES, AND LANDSCAPING THAT IS COHESIVE WITH THE HILL COUNTRY ENVIRONMENT; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES; AND, SEVERABILITY

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality, including its extraterritorial jurisdiction where trees and water sources are preserved; and

WHEREAS, the City Council finds that removing all or most of trees on any lot is not beneficial to the hill country environment; and

WHEREAS, the City Council finds that regulating the type of grass and landscaping and types of irrigation helps preserve the hill country landscape and water resources; and

WHEREAS, the City Council has determined that reasonable rules and regulations governing subdivision plats for tree preservation and landscaping are necessary to maintain water quality, protect the region’s livability, preserve property values, and reinforce Dripping Springs’ status as the Gateway to the Hill Country; 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 Chapter 212 of the Texas Local Government Code, the City has the authority to adopt rules governing plats and subdivisions of land; and

WHEREAS, the City has determined that amending its ordinance related to subdivisions is required by state law; 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 regulating the tree preservation and landscaping.

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

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

Article 28.06, Landscaping and Tree Preservation Ordinance of the City of Dripping Springs Code of Ordinances is repealed and replaced to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

Article 28.06 and 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 as listed below:

- (a) Ninety (90) days after date of publication:
 - (1) Sections 28.06.079 – .081 Tree Preservation
 - (2) Division 5. Standards – Commercial and Subdivision Interior Lot Landscaping
- (b) Thirty (30) days after date of publication:
 - (1) All other sections in the ordinance.

7. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, 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 _____, 2023, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Mayor

ATTEST:

Andrea Cunningham, City Secretary



Rick Broun General Manager

Board of Directors:

William Jackson, President

Travis Crow, Vice President

Rex Miller, Secretary/Treasurer

Mark Key, Director

Charlie Busbey, Director

Ms. Laura Mueller and City Council Members
511 Mercer Street
Dripping Springs, Texas 78620

November 30, 2023

RE: Landscape Ordinances

Dear Ms. Mueller and City Council Members:

Dripping Springs Water Supply Corporation (“DSWSC”) appreciates the City Council and staff’s efforts to collaborate with us on the recently proposed amendments to the City’s landscape ordinance. DSWSC supports the proposed amendments.

As you are aware, our region experiences varying periods of flood and drought. Current extreme drought conditions bring water conservation to the forefront of conversations in Dripping Springs and across central Texas. Conservation is best achieved when governing authorities work in concert with affected parties. All this to say, we appreciate the City Council and staff’s desire to collaborate with DSWSC to preserve nature’s most precious resource, water.

Thank you for the opportunity to express our support for the proposed amendments to the landscape ordinance.

Respectfully,

Rick Broun

Rick Broun
DSWSC

www.drippingspringswater.com

512-858-7897

**CITY OF DRIPPING SPRINGS
ORDINANCE No.**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING EASTERN HALF OF THE TRACT OF LAND, FROM LOCAL RETAIL (LR) TO COMMERCIAL SERVICES (CS); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

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

WHEREAS, the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment “A” and rezoning the Eastern Half of the tract , from Local Retail (LR) to Commercial Services (CS); and

WHEREAS, the City Council recognizes changed conditions and circumstances in the particular location; and

WHEREAS, the City Council finds that the zoning change is compatible with the surrounding area and with the City’s Zoning Ordinance and Comprehensive Plan; and

WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on November 28, 2023, to consider the proposed amendment and the Planning and Zoning Commission recommended disapproval of the proposed change; and

WHEREAS, after public hearing held by the City Council on **December 19, 2023**, the City Council voted to approve the proposed amendment by a super majority; 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 Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; 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

Eastern half of the tract of land described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned from Local Retail (LR) to Commercial Services (CS).

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. CHANGE ON ZONING MAP

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

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, 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 _____ 2023, 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:

Andrea Cunningham, City Secretary

Attachment "A" Description of Tract

Attachment "B"
Property Depiction



City Council Planning Department Staff Report

Planning & Zoning Commission meeting: December 19, 2023

Project No: ZA2023-0002

Project Planner: Tory Carpenter, AICP - Planning Director

Item Details

Property Location: 105 Brookside St

Legal Description: North 40, Section 2, Lot 1A

Applicant: Jon Thompson

Property Owner: Britton Hughs

Request: Zoning amendment from Local Retail “LR” to Commercial Services “CS”

Recommendation: Staff Recommends Approval
The Planning & Zoning Commission recommends alternative zoning of General Retail - “GR” for the entire tract.



Background

Per Ch. 30 Exhibit A, §3.10-3.12

- **LR – Local Retail:** The LR, local retail district is established to provide areas for low intensity, specialized retail sales that are intended to service local neighborhoods, citizens, and visitors of the city. Bed-and-breakfasts are permitted within local retail districts. General, office, regional commercial, or commercial services uses should not be permitted.

The applicant is requesting a zoning amendment to Commercial Services “CS”

- **CS – Commercial Services:** The commercial services (CS) district is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding, and contractors shops, plumbing shops, automotive repair or painting services, upholstery shops, and other similar commercial uses. Uses in this district may utilize open storage areas that are screened from public view.

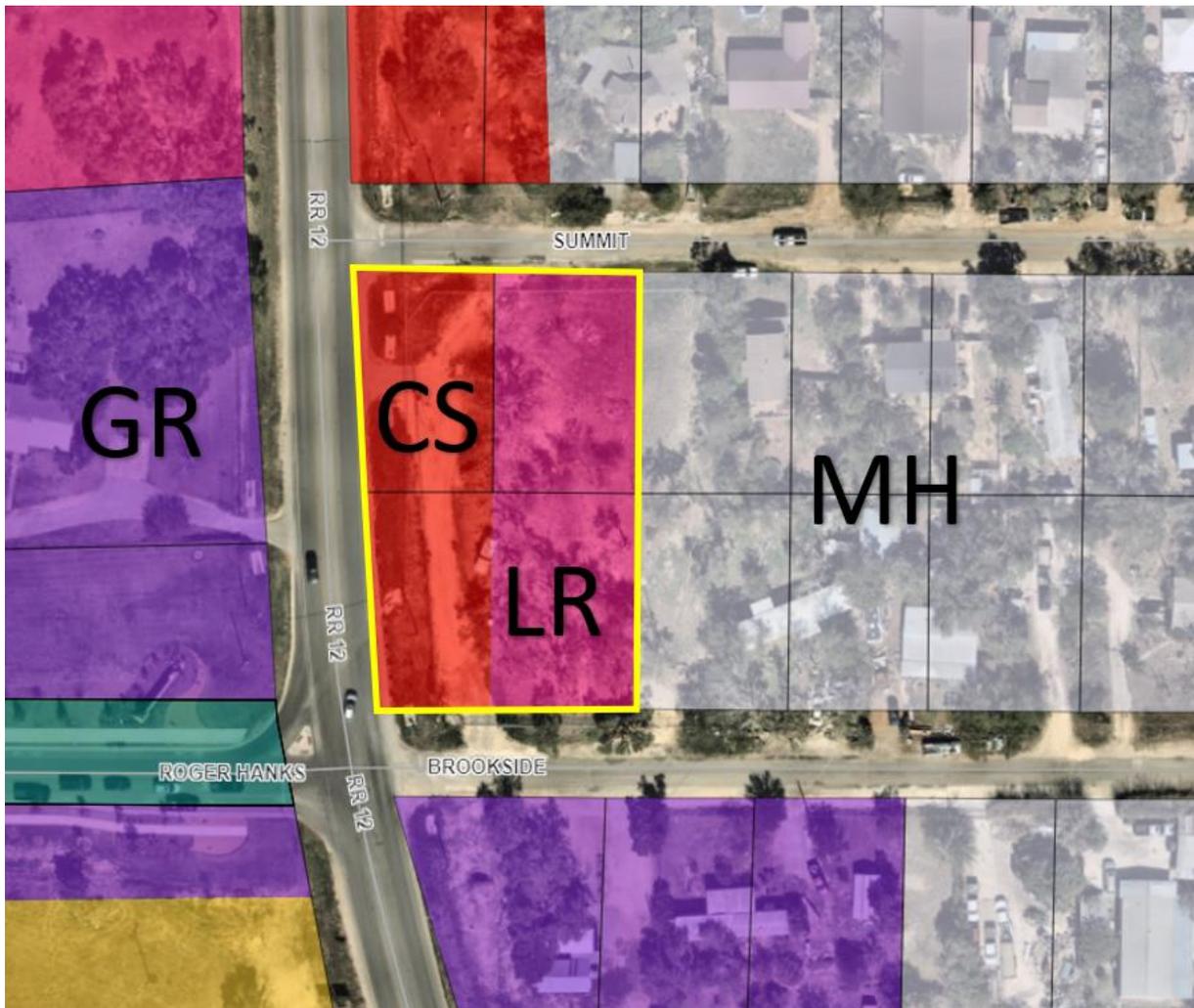
The subject property is currently vacant and has frontage on Ranch Road 12, Brookside Street, and Summit Drive. The property is currently split between two separate zoning district, Commercial Services (CS) and Local Retail (LR). This zoning amendment is to have a consistent zoning district across the entire property.



Analysis			
	LR	CS	Differences between LR & CS
Max Height	2 stories / 40 feet	2 stories / 40 feet	None
Min. Lot Size	5,000 square feet	8,000 square feet	300 square feet more
Min. Lot Width	50 feet	80 feet	30 feet more
Min. Lot Depth	100 feet	100 feet	None
Min. Front/Side/Rear Yard Setbacks	15 feet / 10 feet / 10 feet*	25 feet / 15 feet / 25 feet*	10 feet / 5 feet / 15 feet more
Impervious Cover	60%	70%	10% more

*When adjacent to a single-family district, including MH, the minimum building setback is 30 feet.

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	Future Land Use
North	CS / MH	Vacant / Residence	Not Identified on Future Land Use Map
East	MH	Residences	
South	GR	General Retail	
West	GR	Mobile Home Park	

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

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

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	This zoning change is consistent with other zoning districts along Ranch Road 12. While there are residences in a MH zoning district adjacent to the property, there is an increased setback of 30 feet.
2. their relationship to the general area and the City as a whole;	This zoning change would allow for various office / retail uses and is consistent with nearby properties on Ranch Road 12.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	The property is not within any existing or proposed City Plans.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This request would not make other land unavailable for development.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	Land with the same zoning classification has been developing rapidly.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	No areas designated for commercial development will be affected by this proposed amendment.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this zoning amendment would not be significantly different from decisions made involving other similar parcels.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	None noted.

Recommendation

Staff recommends **approval** of the zoning amendment as presented.

At their meeting on November 28, 2023, the Planning & Zoning Commission voted to recommend denial of this request to “CS” and provided an alternate recommended zoning classification of “GR”.

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

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

Public Notification

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 zoning map amendment. To date, no letters for or against the request have been received.

Attachments

Exhibit 1 – Zoning Amendment Application

Recommended Action:	Recommend approval of the requested Zoning Amendment The Planning & Zoning Commission recommends an alternative zoning district of “GR”
Alternatives/Options:	Denial of the zoning map amendment or approval of a lesser zoning classification.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	At the Planning & Zoning Commission meeting, a property owner to the north addressed concerns with her property not being acknowledged in the staff report. This staff report has been updated accordingly.



DRIPPING SPRINGS
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Britton Hughes

STREET ADDRESS 911 Hwy 290 W

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE (512) 695-5204 EMAIL britton.hughes@yahoo.com

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting, LLC

STREET ADDRESS PO Box 172

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE (512) 568-2184 EMAIL jthompsonconsultingds@gmail.com

REASONS FOR AMENDMENT

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE OF LIVING, OR MANNER OF CONDUCTING BUSINESS

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

TO MAKE CHANGES IN ORDER TO IMPLEMENT POLICIES REFLECTED WITHIN THE COMPREHENSIVE PLAN

PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	Britton Hughes
PROPERTY ADDRESS	105 Brookside Street
CURRENT LEGAL DESCRIPTION	North 40, Section 2, Lot 1A
TAX ID#	R36484, R36518, R36517
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	western half of the tract is CS; the eastern half of the tract is LR
REQUESTED ZONING/AMENDMENT TO PDD	CS for entirety of lot
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	With the tract being split by the zoning, especially with the lot having been replatted into one lot rather than four, the zoning needs to be across the entirety. The property to the north is zoned CS, the property to the south is GR as well as the property to the west across RR12. The property to the east is MH. This residential zoning on the east will create a increased setback on the east side.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	The owner intends to relocate his business, H2O2U, to this location.

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *
(See attached agreement).

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

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

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

APPLICANT'S SIGNATURE

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

(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.) Instrument # 22031562

Britton Hughes Pitt
Name

owner
Title

STATE OF TEXAS §

§

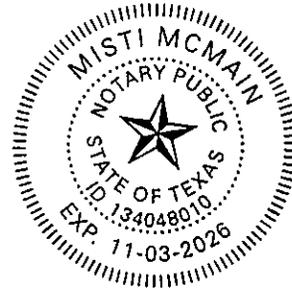
COUNTY OF HAYS §

This instrument was acknowledged before me on the 16 day of October, 2023 by Britton Hughes.

Misti McMain
Notary Public, State of Texas

My Commission Expires: 11/03/2026

Jon Thompson, J Thompson Professional Consulting
Name of Applicant



ZONING AMENDMENT SUBMITTAL

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

Jon Thompson
Applicant Signature

October 24, 2023
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"/>	Application Fee-Zoning Amendment or PDD Amendment (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u> When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concept Plan
<input type="checkbox"/>	<input type="checkbox"/>	Plans
<input type="checkbox"/>	<input type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Architectural Elevation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Planned Development District (<i>if applicable</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Digital Copy of the Proposed Zoning or Planned Development District Amendment

Received on/by: _____

Project Number: _____ - _____
Only filled out by staff



DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: Zoning Amendment for 102 Brookside Street

Project Address: 102 Brookside Street

Project Applicant Name: Jon Thompson, J Thompson Professional Consulting

Billing Contact Information

Name: Britton Hughes

Mailing Address: 102 Brookside Street

Dripping Springs, Texas 78620

Email: britton.hughes@yahoo.com Phone Number: (512) 695-5204

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 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 checked="" 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.

Jon Thompson
Signature of Applicant

October 14, 2023
Date



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: December 19, 2023

Agenda Item Wording: **Discuss and consider approval of a Wastewater Easement from Dripping Springs Partners commonly known as the Burke Easement and approval of Reimbursement pursuant to the Wastewater Utility Service and Fee Agreement with Dripping Springs Partners, LLC related to Planned Development District No. 14.**

Agenda Item Requestor: Matthew Scrivener

Summary/Background: When the City approved Village Grove subdivision the approval included a wastewater agreement that provided for an easement from the development to U.S. 290. The easement is for wastewater and road purposes. As part of the agreement, the City agreed to pay thirty thousand dollars (\$30,000) for the easement.

Commission Recommendations: N/A

Recommended Council Actions: Approval of easement.

Attachments: Easement. Village Grove Wastewater Agreement.

Next Steps/Schedule:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WASTEWATER LINE EASEMENT

Date: _____, 2023

Grantor: **Dripping Springs Partners, LLC**, a Texas limited liability company (“DSP”)

Grantor’s Address: 7401 Highway 71 West, Suite 160, Austin, Texas 78735

Grantee: **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas general law municipality situated in Hays County, Texas (“City”)

Grantee’s Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: A nonexclusive easement and right-of-way in, upon, over, under, along, through, and across a portion of the parcel of real property of Grantor (“Easement”), the Wastewater Line Easement consisting of approximately 1.033 acres, more or less, being 30 feet in width, more or less, and more particularly described on **Exhibit “A”**, attached hereto and incorporated herein by reference (“Wastewater Line Easement Tract”).

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained.

Permitted Encumbrances: None

GRANT OF EASEMENT:

DSP is the grantee in that certain Roadway, Drainage and Utility Easement (the “Master Easement”) between DSP and Rebecca Burke (“Burke”) as grantor therein, the Master Easement being recorded in Document No. 22038006, of the Official Public Records of Hays County, Texas. The Master Easement provides that DSP has the right to assign an easement granted in the Master Easement to City. Therefore, DSP, as Grantor herein, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby assign unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a Texas general law municipality located in Hays County, Texas, the Grantee

herein, the Wastewater Line Easement in, upon, over, under, along, through, and across the Wastewater Line Easement Tract in perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Wastewater Line Easement Tract for the purpose of construction, operation, maintenance, replacement, upgrade, and repair an underground wastewater line and related equipment (the "Facilities, hereinafter defined).

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Wastewater Line Easement herein assigned unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Wastewater Line Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the terms hereof. The Easement rights of use granted herein are irrevocable. The Wastewater Line Easement is for the benefit of Grantee and is specifically subject to the terms of the Master Easement. Grantor shall have the right to place utility lines and the Roadway within the Wastewater Line Easement, provided that they do not interfere with the Facilities.

PURPOSE OF EASEMENT:

The Wastewater Line Easement shall be nonexclusive and used by Grantee for public sanitary sewer purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public sanitary sewer pipelines and related appurtenances, or making connections thereto ("Facilities"). The Wastewater Line Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction of the Facilities, Grantee agrees to restore the surface of the Wastewater Line Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

DURATION OF EASEMENT:

The Wastewater Line Easement shall be perpetual.

GRANTOR USE:

Grantor hereby retains the right to construct within the Wastewater Line Easement, the Roadway and Utility Portion and Drainage Portion as described in the Master Easement.

Grantor hereby retains surface use of the Wastewater Line Easement Tract and the right to plant and maintain ground cover and grasses only. Grantor relinquishes the authority for planting or

cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Wastewater Line Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Wastewater Line Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee’s facilities or use within the Wastewater Line Easement Tract.

In witness whereof, this instrument is executed this ___ day of _____, 2023.

GRANTOR:

Dripping Springs Partners, LLC
A Texas limited liability company

By: _____
Matthew Scrivener
Title: Manager

STATE OF TEXAS

§

CORPORATE ACKNOWLEDGMENT

§

COUNTY OF HAYS

§

This instrument was acknowledged before me, the undersigned authority, this ___ day of _____, 2023, by Matthew Scrivener, Manager of Dripping Springs Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

EXHIBIT "A"

Wastewater Line Easement Tract:



74010 Highway 71 West, Suite 160
 Austin, TX 78735
 Office: 512-583-2600
 Fax: 512-583-2601
 DoucetEngineers.com

1.033-Acre Easement
 Hays County, Texas

D&A Job No. 2372-001B
 November 16, 2023

DESCRIPTION
 For a 1.033-Acre
 Wastewater Lines Easement

BEING A 1.033-ACRE EASEMENT OUT OF THE PHILIP A. SMITH LEAGUE SURVEY, SECTION 26, ABSTRACT NUMBER 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 22.248 ACRE TRACT, CONVEYED TO REBECCA SHELTON BURKE, RECORDED IN VOLUME 918, PAGE 710, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.]; SAID 1.033 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found (bent) in the existing southerly right-of-way line of Highway 290 West, a variable width right-of-way, no recording information found, for the northwest corner of said 22.248-acre Burke tract and for the northeast corner of a called 22.248-acre tract, conveyed to Poe Shelton, recorded in Volume 918, Page 706 [O.P.R.H.C.T.];

THENCE N89°41'01"E, with the existing southerly right-of-way line of said Highway 290 West and with the north line of said 22.248-acre Burke tract, for a distance of 343.31 feet to a calculated point for the **POINT OF BEGINNING** and for the northwest corner of the easement described herein;

THENCE, N89°41'01"E, continuing with the existing southerly right-of-way of said Highway 290 West and the north line of said 22.248-acre Burke tract, for a distance of 30.18 feet to a calculated point for the northeast corner of the easement described herein;

THENCE, over and across said 22.248-acre Burke tract, the following four (4) courses:

- 1) S06°34'24"E, for a distance of 210.72 feet to a calculated point for an angle corner of the easement described herein,
- 2) S23°13'52"E, for a distance of 464.17 feet to a calculated point for an angle corner of the easement described herein,
- 3) S16°33'07"E, for a distance of 241.74 feet to a calculated point for an angle corner of the easement described herein, and
- 4) S03°04'20"W, for a distance of 582.63 feet to a calculated point in the southerly line of said 22.248-acre Burke tract, same point being in the north line of a called 80.31-acre tract, described to Dripping Springs Partners, LLC, as recorded in Document No. 21066285 [O.P.R.H.C.T.], and for the southeast corner of the easement described herein;

CONTINUED ON NEXT PAGE

VG/WWA/cityeasemet/burke

VG/WWA/cityeasemet/burke



DOUCET

THENCE S88°37'30"W, with the common line of said 22.248-acre Burke tract and said 80.31-acre tract, for a distance of 30.09 feet to a calculated point for the southwest corner of the easement described herein, from which a 1/2-inch iron rod found for the southwest corner of said 22.248-acre Burke tract, for the southeast corner of said 22.248-acre Shelton tract, bears S88°37'30"W, a distance of 503.89 feet;

THENCE over and across said 22.248-acre Burke tract, the following four (4) courses:

- 1) N03°04'20"E, for a distance of 579.77 feet to a calculated point for an angle corner of the easement described herein,
- 2) N16°33'07"W, for a distance of 234.80 feet to a calculated point for an angle corner of the easement described herein,
- 3) N23°13'52"W, for a distance of 466.81 feet to a calculated point for an angle corner of the easement described herein, and
- 4) N06°34'24"W, for a distance of 218.40 feet to the **POINT OF BEGINNING** of the tract described herein and containing 1.033-acres more or less.

Notes:

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All coordinate values and distances shown are surface values and may be converted to grid by dividing the surface adjustment factor of 1.000077936.

Units: U.S. Survey Feet.

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

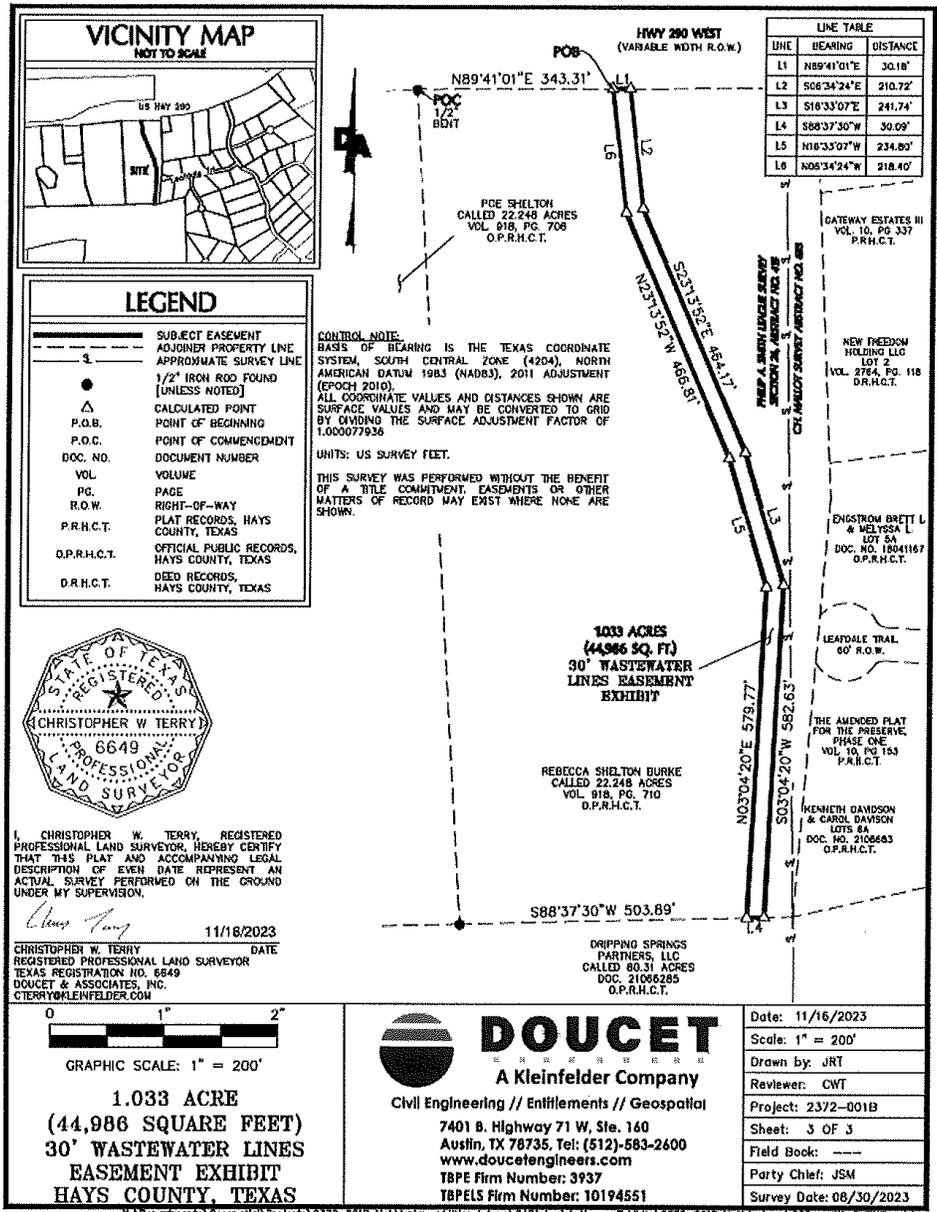
I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this description and accompanying plat of even date represent an actual survey performed on the ground.

11/16/2023

Date

Christopher W. Terry
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates, Inc.
Cterry@kleinfelder.com
TBPELS Firm Registration No. 10194551





VG/WWA/cityeasemet/burke

WASTEWATER UTILITY SERVICE AND FEE AGREEMENT

This Wastewater Utility Service and Fee Agreement (“**Agreement**”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (“**City**”), and Dripping Springs Partners, LLC, a Texas limited liability company, whose address is 7401 Highway 71 W, Austin, Texas 78735 (“**Owner**”).

RECITALS:

- A. Owner is the owner of 95.31 acres, and is purchasing 17.038 acres from 740 Sports Park, LLC 17 acres (the 95.31 acre tract and the 17.038 acre tract are jointly hereinafter referred to as the “Land”), the Land being more particularly described on **Exhibit A**, which Land is located wholly within the City and in Hays County, Texas (the “**County**”); and
- B. Owner intends to develop the Land as a master-planned, residential, commercial and governmental/utility/institutional community with improvements and infrastructure pursuant to a series of final plats and approved construction plan to be approved by the City (the “**Project**”);
- C. No sewer collection treatment and disposal system presently exists to serve the Land;
- D. Owner desires to receive wastewater service for the Land through the System and to connect to the System through the City’s South Regional wastewater collection line;
- E. Subject to the terms of this Agreement, the City will allow Owner to receive wastewater service for the Land through the System and to connect to the System through the City’s East Interceptor wastewater collection line that is yet to be constructed;
- F. This Agreement is necessary to protect the health, safety, and general welfare of the community, to limit the harmful effects of substandard subdivisions.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE I. DEFINITIONS

- 1.1 **Agreement.** This agreement between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.
- 1.2 **Chapter 395.** Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.
- 1.3 **City.** The City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.

1.4 City Engineer. The person or firm designated by the City Council as the wastewater engineer for the City.

1.5 City Utility Standards. City standards for design, location, construction, installation and operation of wastewater and drainage utility infrastructure, as of the date of this Agreement, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:

- (a) Utilities (Chapter 20)
- (b) Development and Water Quality Protection (Chapter 22)
- (c) Building Regulations (Chapter 24)
- (d) Subdivision and Site Development (Chapter 28)

1.6 Connection Point. The location where the Onsite Facilities connect to the System (on the East Interceptor Line) as shown on the attached **Exhibit C**.

1.7 Contractor. A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land, as further described in §4.3.

1.8 Development. The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the final plat and approved construction plan.

1.9 Discharge Permit. The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003. Notwithstanding such authorization, it is City's goal to beneficially reuse all of the treated effluent that is authorized to be discharged by the Discharge Permit.

1.10 East Interceptor Line. The east interceptor wastewater collection line to be constructed to carry sewage to the WWTP. The East Interceptor Line has not yet been constructed and therefore the alignment has not yet been determined by the City.

1.11 Effective Date. The date set forth as the Effective Date in §8.13 below.

1.12 Impact Fees. Impact Fees adopted by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance.

1.13 Land. Those certain tracts of land being more particularly described in **Exhibit A**.

1.14 LUE. Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

1.15 Notice. Notice as defined in §8.2 of this Agreement.

- 1.16 Owner.** Dripping Springs Partners, LLC, a Texas limited liability company.
- 1.17 Onsite Facilities.** All wastewater facilities, equipment, reuse storage tanks, or related improvements necessary to serve the Land between the structures on the Land. To the extent that any lift stations are required to pump the wastewater to the Connection Point, such lift station would be included in the definition of Onsite Facility.
- 1.18 Offsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land and not located on the Land and being located between the Onsite Facilities and the Connection Point, if any.
- 1.19 Package Plant.** The temporary wastewater treatment facility operated and maintained by City that will provide wastewater treatment services to the Development until the Discharge Permit is issued and the System facilities are sufficient to accept the wastewater from the Land.
- 1.20 Party.** Individually, City or Owner and any successors and assigns, as permitted by this Agreement.
- 1.21 South Regional Wastewater Treatment Plant or “WWTP”.** The wastewater treatment facility that is currently authorized by TCEQ Permit No. WQ0014488001 and that is located approximately 0.55 mile east of the intersection of Ranch Road 12 and Farm-to-Market Road 150, as measured along Farm-to-Market Road 150, and from that point, approximately 1,110 feet south of Farm-to-Market Road 150.
- 1.22 System.** City’s South Regional Wastewater Treatment System, including City’s WWTP and all of City-owned collection facilities transporting wastewater to that plant, including the East Interceptor Line.
- 1.23 TCEQ.** Texas Commission on Environmental Quality, or its successor agencies.
- 1.24 Temporary Construction Staging Area.** The temporary construction staging area shown on Exhibit F 9or as otherwise agreed by the Parties) needed for construction of City wastewater facilities.
- 1.25 TLAP Permit.** The Texas Land Application Permit.
- 1.26 Unit.** A structure located on the Land that will be assigned a wastewater LUE by City.

ARTICLE II. SERVICE TO THE DEVELOPMENT

- 2.1 City Wastewater Service.** Notwithstanding anything contained in this Agreement to the contrary, City will be the exclusive provider of wastewater collection and treatment service to the Development through the System or the Package Plant in an amount up to 531residential LUEs, 8

amenity center LUEs and 32 commercial/governmental/utility/institutional LUEs. City will make this retail wastewater service available to the Land upon Owner's construction and connection of the Onsite Facilities to the System or the Package Plant pursuant to this Agreement. Additional LUEs will not be made available to the Land except as may be agreed in writing by City from time to time.

ARTICLE III. WASTEWATER SERVICE, FACILITIES CONSTRUCTION AND OPERATION

3.1 Service.

- a. **Discharge Permit.** City has received the Discharge Permit, but due to legal proceedings, the City is unable to employ the Discharge Permit. The City is pursuing the acquisition of the necessary easements that will allow the construction of the East Interceptor Line and proposed new wastewater treatment plant (TCEQ Permit No. WQ0014488003) expansion that will allow sewage from the Land to be permanently transported to the East Interceptor Line and ultimately to be treated at City's proposed new wastewater treatment plant facility, as modified in accordance with the Discharge Permit. City pays all costs associated with the Discharge Permit including engineering and legal. City will construct, at its sole cost, the East Interceptor Line. Once the legal proceedings are resolved to allow the Discharge Permit to take effect, and the City has completed construction of the improvements to the System sufficient to accept the wastewater from the Land (including the East Interceptor Line and new wastewater treatment plant facility), City will permanently provide wastewater service from the Development to the System to allow the wastewater from the Land to be treated at the City wastewater facility. Owner shall be responsible for all costs associated with removing any Package Plant facilities and irrigation facilities associated with the Package Plant that are not needed for connection to the System.

- b. **TLAP Permit.** Subject to receiving City's approvals as described in this paragraph, within 60 days after the approval by City of the initial preliminary plat for the Development, Owner will apply for and use its reasonable efforts to obtain a TLAP Permit to allow (i) the Package Plant to be built and (ii) such other terms as are agreeable to the Parties. Owner must obtain City approval for the phases and size and capacity of the Package Plant associated with each phase that are submitted with the TLAP Permit application which approval shall not be unreasonably withheld, conditioned or delayed. The TLAP Permit will allow for interim irrigation for the disposal of treated effluent. Construction of the Package Plant built pursuant to the TLAP Permit is subject to the terms of this Agreement. City will prepare a letter in support of the TLAP Permit and will otherwise reasonably support and assist in obtaining approval of the application. Without limiting the generality of the prior sentence, City will provide for attendance at TCEQ hearings by its personnel if requested by Owner and will cooperate with Owner in preparing and submitting written

testimony in support of the TLAP Permit. Owner pays all costs associated with the TLAP Permit (and City's reasonable out of pocket costs).

Prior to submission of the TLAP Permit application to TCEQ, City shall promptly review the application and shall provide to Owner its comments and its written approval of the application. City recognizes that time is of the essence once the completed application is prepared by Owner and submitted to City for review and approval, and City's approval (which shall include approval of phasing) shall not be unreasonably withheld, conditioned or delayed. The application will comply with this Agreement and with all TCEQ requirements for such permit applications. Owner shall reimburse City for all necessary and reasonable costs City incurs for its review of and comment on the TLAP Permit application, provided specifically that such expenses shall include but not be limited to attorneys' fees and costs, and expert fees and expenses. Such reimbursement shall not include the time spent by employees of (as distinguished from outside Contractors of) City.

3.2 Temporary Wastewater Service of the Land.

- a. Subject to **§3.2.b.** below, City will provide wastewater treatment service for the Land utilizing the Package Plant and City will charge its standard retail wastewater service rates to users within the Development. All Onsite Facilities and easements necessary for connection to the System shall be constructed or provided by Owner at no cost to City.
- b. In the event the System cannot receive wastewater flow from the Development then prior to obtaining a Unit building permit in the Development for a Unit that will use a LUE, Owner shall connect the Development's wastewater to the Package Plant. In other words, the Package Plant must be approved by TCEQ, and City and construction started prior to the issuance of any Building Permits. Upon completion of the Package Plant, all flows shall be directed to and treated by the Package Plant until such time as the flows may be diverted to the System authorized by the Discharge Permit.
- c. Within 180 days of the submittal of the TLAP permit to TCEQ as described in **§3.1.b.**, Owner will deliver to City its design calculations and construction documents of the Package Plant and the specifications of the Package Plant. City shall deliver its comments on the design and specifications within 60 days after receipt of same.
- d. Once City and Owner agree on the specifications for the Package Plant, Owner shall be responsible for the following (at no cost to City):
 - (i.) The costs and construction of the collection system from individual lots or properties on the Land to a central location for treatment or removal.

- (ii.) The funding and the mobilization of the Package Plant and related infrastructure for the proper operation of the Package Plant, including irrigation lines thereto and reuse storage tanks as each phase is needed. The term “mobilization” in this sub-paragraph shall mean the delivery of the Package Plant to the Land, its proper set up on the Land as required by City and such other work as may be required by City to make the Package Plant operational, including, but not limited to the phases of the irrigation lines thereto and the reuse storage tanks. Owner shall mobilize the Package Plant and construct the irrigation lines thereto and place the necessary reuse storage tank(s) within 120 days after the later to occur of (A) the approval of the specifications of the Package Plant by City and execution of a construction contract for the irrigation lines, or (B) the approval of the TLAP Permit by TCEQ. All such out of pocket costs for the mobilization of the Package Plant and related infrastructure paid by Owner and shall not be reimbursed by City.
- (iii.) Providing the necessary easements and land (reasonably acceptable to City) needed for siting, construction and operation of all Onsite Facilities and Onsite Treatment Facilities necessary for the operation of the Package Plant.

After construction of the Onsite Facilities and the facilities described in §3.2 d. (ii) above (including the Package Plant), upon acceptance of same by City, all Onsite Facilities and easements shall be turned over to City and City will be solely responsible for the cost, operation, maintenance and repair of the Onsite Facilities; provided, however, City and Owner acknowledge that the some of the easements associated with the Onsite Facilities are temporary and shall be terminated and released, where appropriate, upon the permanent connection to the System.

- e. Owner shall notify City in writing immediately upon receiving a permit from TCEQ that authorizes the use of a Package Plant on the Land. Within 60 days after Owner obtains a permit from TCEQ that authorizes the Package Plant on the Land, City shall operate the Package Plant (no lease shall be executed by Owner or its affiliates for the Package Plant without prior City approval). Furthermore, after construction or installation of the Package Plant, and upon acceptance of same by City, the Package Plant shall be turned over to City and City will be solely responsible for the cost, rent (if applicable), operation, maintenance, and repair of the Package Plant and reuse storage tanks. City will bill retail customers and retain all monies collected from retail customers.
- f. Owner, or its assigns, will remain responsible to mow (and conduct surface maintenance of) the irrigation fields in accordance with the permit issued for the Package Plant as long as the Package Plant is in service.

3.3 Termination of Package Plant. As soon as the East Interceptor Line and the wastewater plant authorized by the Discharge Permit (“Discharge Permit WWTP”) is complete and City is authorized to and physically able to receive wastewater from the Development, City will notify Owner and Owner will begin, with deliberate speed, the cessation of the use of the Package Plant in favor of the System. Except for facilities needed to utilize the System (including the reuse storage tanks), all the facilities associated with the Package Plant and the irrigation fields shall be removed at Owner’s sole expense (other than reuse facilities) in accordance with 30 Tex. Admin. Code § 222.163 requirements and as approved by the City.

3.4 Stub-Outs for Foster Tract. As part of construction of Phase I of the Development, Owner will install at its expense two water stub-outs and two wastewater stub-outs for possible future water and wastewater service to the property identified as the Foster Tract shown on **Exhibit C**. The stub-outs shall be a size directed by the City.

3.5 Transfer of Storage Tanks. Upon completion of all of the phases and the termination of the Package Plant due to the System being able to receive wastewater from the Development, the reuse storage tanks shall be transferred to the City.

ARTICLE IV. INFRASTRUCTURE CONSTRUCTION, CONNECTION AND DEDICATION

4.1 Construction Standards. Owner shall construct all Onsite Facilities in compliance with (a) this **Article 4**; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

4.2 Construction in Phases. The Onsite Facilities may be constructed in separate phases, and as such, the requirements in this Agreement apply separately to each phase.

4.3 Onsite Facilities. Owner is required to fund, construct and install the Onsite Facilities within the Development. Except for individual service connections to Units on the Land, upon acceptance by City, the Onsite Facilities shall be dedicated to City and such facilities shall be owned, operated and maintained by City. The Onsite Facilities are to be built at Owner’s sole cost.

4.4 Construction Warranty and Guarantee. Any facilities to be dedicated to City shall have a contract warranty with a guarantee of 2 years, enforceable by City as both Owner’s assignee and as a third-party beneficiary. In addition, Owner’s contract(s) with its Contractor for the construction of any facilities to be dedicated to City (including the Offsite Facilities) shall: (i) state that the “OWNER” includes Owner and its permitted assigns, including City, and (ii) include the following provision:

“Immediately before the expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and Owner. The Engineer and Owner shall be given not less than 20 days’

notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and Owner, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse.”

Owner shall provide a copy of the contract to City upon execution, assign the contract to City and shall immediately advise City of any notice it receives under this provision, and send City a copy of the notice as provided in this Agreement.

4.5 Construction Plan Review and Approval. City has the right to review and approve all plans and specifications for the Onsite Facilities and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Facilities with City for review and approval. Construction of the Onsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by Owner’s contractor(s) and the City Engineer, and the applicable City fees have been paid. City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

4.6 City Inspections. City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Onsite Facilities, including any connections to onsite structures and to City’s System. In addition, Owner or its Contractor shall notify City when the Onsite Facilities are ready for final inspection and connection to City’s System. If City concurs that construction of the Onsite Facilities is substantially complete, then City will schedule a final inspection by City within twenty (20) days. After such final inspection, Owner shall timely correct any punch list items.

4.7 Review and Inspection Fees. Owner shall pay all of the City Engineer’s fees for review of plans, and the construction phase(s) and final inspections.

4.8 Connection to the System. After the permanent connection to the System, Owner shall connect all wastewater flows up to 571 LUEs from the Land to the System in compliance with the City’s Wastewater Ordinance.

4.9 Delivery of Drawings. Upon completion of the Onsite Facilities, the Developer shall provide to the City: (i) three sets of record drawings of the as-built plans, including complete and accurate locations of all Onsite Facilities (ii) AutoCAD plans; (iii) GPS files noting location of the Onsite Facilities; (iv) a certification sealed by a registered professional engineer stating that the Onsite Facilities are fully completed in substantial compliance with the Plans and Specifications approved by the City and in accordance with the as-built plans; and (v) all items listed in the City's Wastewater Close-Out List (attached as **Exhibit G**).

ARTICLE V. FEES AND CHARGES

5.1 Impact Fees. The payment for the Impact Fees for each LUE will be due upon such time as the permit required for construction of Units for that LUE is submitted to City in an amount required under the Impact Fee Ordinance and shall be \$7,580.00 per LUE. Connection of any structure on the Land to the Package Plant or the System is prohibited until Owner, or its assigns, pays the Impact Fees as required herein. This Agreement is an agreement providing for the time and method of payment of the Impact Fees. Owner is not entitled to any reimbursement of Impact Fees.

5.2 Beneficial Reuse Infrastructure. Rather than provide beneficial reuse infrastructure on the Land, Owner, or its assigns, shall pay \$1,675.00 per LUE for each lot within a final plat approved by City. Such payment is to be used by City in funding beneficial reuse infrastructure at another location. This payment shall be due within sixty (60) days after the recording of each final plat of the Project. City stipulates and confirms that the payment made by Owner pursuant to this paragraph constitutes complete compliance with Chapter 22, Article 22.06.007 of the City's Code of Ordinances.

ARTICLE VI. EASEMENTS

6.1 Onsite Facility Easements. Owner shall dedicate to City all easements necessary for Onsite Facilities at no cost to City.

6.2 Offsite Facilities Easements. City shall acquire all easements necessary for Offsite Facilities at no cost to City, provided however that if City has existing easements that can be used for Offsite Facilities, City shall allow their use at no expense to Owner. If necessary, City will use its eminent domain power to acquire all easements necessary for Offsite Facilities. City shall maintain all acquired easements at City's sole cost. Owner will reimburse City for all reasonable costs of acquisition of easements; provided, however, if the reimbursement to City exceeds \$25,000.00, such excess shall be credited against the Project's wastewater impact fees.

6.3 Easements from Owner. Owner shall provide to City a non-exclusive easement or easements, if necessary, to access the Proposed Development's private roadways to access Onsite Facilities, Offsite Facilities, Wastewater Facilities and Package Plant. Prior to execution of any such easement, Owner agrees that City shall have a reasonable right of access to any roadway or

designated trail on the Land for ingress or egress to Onsite Facilities, Offsite Facilities and Package Plant.

6.4 Provisions Related to Right of Way Identified on Exhibit E. Owner agrees to use its best efforts to obtain the easement and right of way identified at **Exhibit E** at its cost and convey it to the City. Within 30 days after Owner obtains the easement and right of way, Owner shall convey the easement shown at **Exhibit E** to the City. Such easement implicates a right-of-way that is both on and off the Land and shall include the full width of the right-of-way wastewater easement. Within thirty (30) days after receiving the easement shown at **Exhibit E**, City shall pay Owner \$30,000.00 as its contribution towards the acquisition of such easement.

6.5 Temporary Construction Staging Area. Within 30 days of the execution of this Agreement, Owner agrees to lease to the City the Temporary Construction Staging Area for construction of City wastewater facilities. The Parties will agree that no rent shall be payable by City during the term of the lease. The Parties will agree upon a timeframe for the duration of the lease.

ARTICLE VII. TERM AND TERMINATION

7.1 Term. This Agreement remains in effect so long as City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VII or otherwise rendered null and void by the terms of this Agreement.

7.2 Termination for Breach.

- (a) If Owner breaches this Agreement, then City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If Owner fails to cure the breach within 60 days of that notice (including payment of all past-due amounts), then City may send a second notice describing the breach and Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives City the right to terminate this Agreement by sending a termination notice to Owner. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement, and Owner will not receive any refunds of amounts already paid to City under this Agreement. Owner expressly agrees that its forfeiture of such amounts, to be retained by City upon termination under this § 7.2(a), is a reasonable amount of liquidated damages to City for such breach of this Agreement, in addition to actual damages, if any, should Owner improperly connect to or tamper with City's System during construction.
- (b) If City breaches this Agreement, Owner may send a notice of default to City. The notice must include a reasonable description of the breach. If City fails to cure the breach within 60 days of that notice, then Owner may send a second notice describing the breach and City's failure to cure. If City's breach is a failure to commence

wastewater service to the Development as provided in §2.1 or §2.2, and if Owner is not in breach of this Agreement, then City's failure to cure the breach within 30 days after the second notice gives Owner the right to:

- (1) demand City's specific performance, subject to the other terms of this Agreement including Force Majeure; or
- (2) terminate this Agreement by sending a termination notice to City and, upon such notice and termination, to receive a refund (without interest) of all Impact Fees and Delayed Connection Fees paid to City under this Agreement. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement except its refund obligation under this §7.2(b)(2).

ARTICLE VIII. MISCELLANEOUS

8.1 Governing Law, Jurisdiction and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

8.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To City:

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

To Owner:

Dripping Springs Partners, LLC
Attn: Matthew Scrivener
7401 Highway 71 West
Austin, TX 78620

With Copy to:

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

With Copy to:

Baker & Robertson
 Attn: Rex G. Baker, III
 171 Benney Lane, Building II
 Dripping Springs, TX 7820

8.3 Assignment. Owner may assign this Agreement to another owner of the Land without the consent of City provided the assignee agrees to be bound by the obligations contained herein. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

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

8.5 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

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

8.8 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "include" or "including" means to include "without limitation." Any provision of this Agreement that provides for the agreement or approval of City staff or City Council, such

agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

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

8.10 Force Majeure. If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

8.11 Professional Fees. Owner agrees to place funds into City’s escrow account, as necessary from time to time, to pay City’s reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

8.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A Survey of the Land**
- Exhibit B Legal Description of the Land**
- Exhibit C Map of the Connection Point**
- Exhibit D Form of Easement**
- Exhibit E Right of Way to be Provided to City (through Easement)**
- Exhibit F Temporary Construction Staging Area**
- Exhibit G City Wastewater Close-Out List**

8.13 Effective Date. The Effective Date of this Agreement is June 21, 2022.

[signature pages follows]

CITY OF DRIPPING SPRINGS, TEXAS

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

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



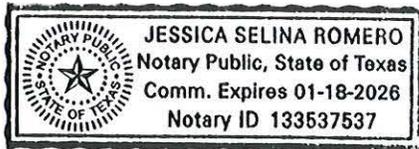
STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on 09.16, 2022 by Bill Foulds, Mayor of the City of Dripping Springs, Texas general laws municipality, on behalf of said municipality.

[Signature]
Notary Public, State of Texas

My Commission Expires: 01-18-26.



OWNER

*Dripping Springs Partners, LLC
a Texas limited liability company*



Matthew Scrivener, Manager

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on September 26, 2022 by Matthew Scrivener, Manager of Dripping Springs Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.



Notary Public, State of Texas

My Commission Expires: 01-23, 2026

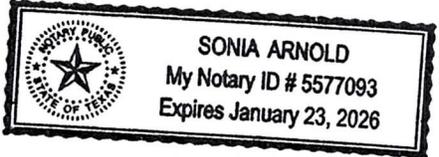
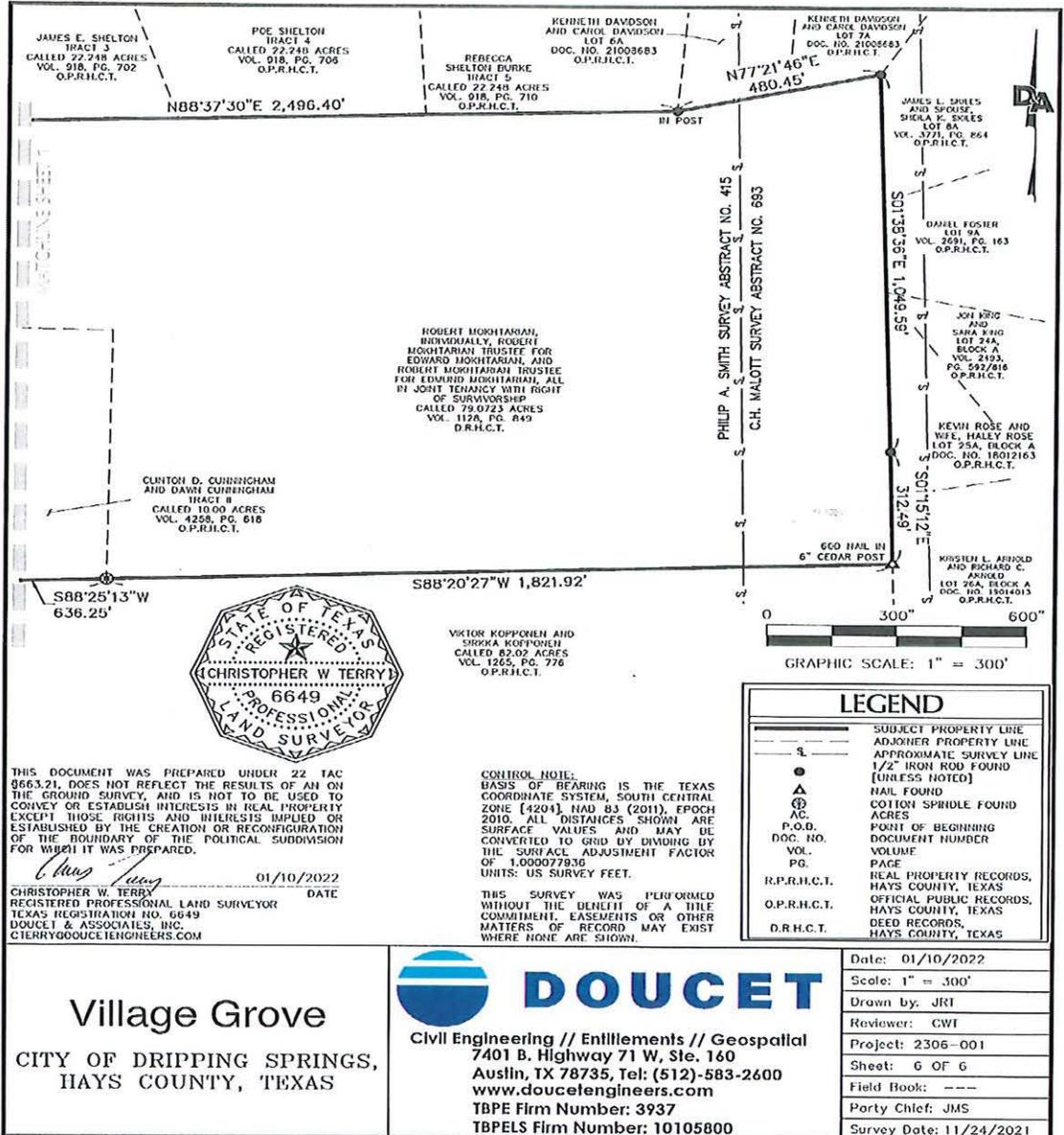


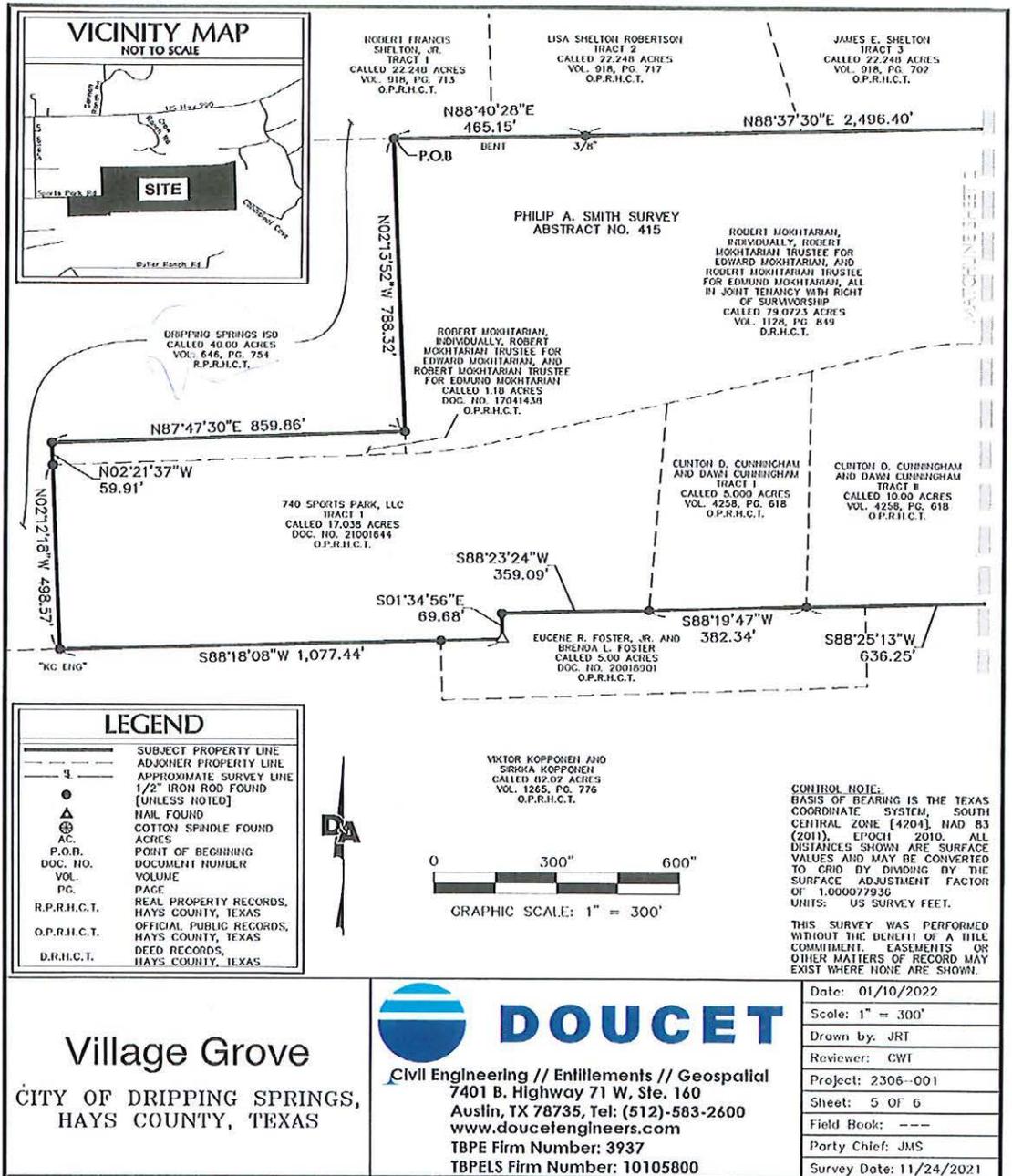
EXHIBIT A

Survey of the Land



<h3>Village Grove</h3> <p>CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS</p>	<h2 style="margin: 0;">DOUCET</h2> <p>Civil Engineering // Entitlements // Geospatial 7401 B. Highway 71 W, Ste. 160 Austin, TX 78735, Tel: (512)-583-2600 www.doucetengineers.com TBPE Firm Number: 3937 TBPELS Firm Number: 10105800</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Date:</td><td>01/10/2022</td></tr> <tr><td>Scale:</td><td>1" = 300'</td></tr> <tr><td>Drawn by:</td><td>JRI</td></tr> <tr><td>Reviewer:</td><td>CWT</td></tr> <tr><td>Project:</td><td>2306-001</td></tr> <tr><td>Sheet:</td><td>G OF G</td></tr> <tr><td>Field Book:</td><td>---</td></tr> <tr><td>Party Chief:</td><td>JMS</td></tr> <tr><td>Survey Date:</td><td>11/24/2021</td></tr> </table>	Date:	01/10/2022	Scale:	1" = 300'	Drawn by:	JRI	Reviewer:	CWT	Project:	2306-001	Sheet:	G OF G	Field Book:	---	Party Chief:	JMS	Survey Date:	11/24/2021
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EXHIBIT B
Legal Description of the Land



74010 Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

112.4 Acre Tract
Hays County, Texas

D&A Job No. 2306-001
January 10, 2022

DESCRIPTION
For a 112.4-Acre

BEING A 112.4-ACRE TRACT OUT OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693 AND THE PHILIP A. SMITH SURVEY, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 112.4-ACRE TRACT BEING COMPRISED OF FIVE (5) TRACTS OF LAND: 1) A CALLED 79.0723-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, ALL IN JOINT TENANCY WITH RIGHT OF SURVIVORSHIP, RECORDED IN VOLUME 1128, PAGE 849 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], 2. A CALLED 1.18-ACRE TRACT, DESCRIBED AS TRACT 2, CONVEYED TO ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, RECORDED IN INSTRUMENT NO. 17041438 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], 3. A CALLED 17.038-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO 740 SPORTS PARK, LLC, RECORDED IN DOCUMENT NO. 21001644, O.P.R.H.C.T., 4. A CALLED 5.000-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM, RECORDED IN VOLUME 4258, PAGE 618, O.P.R.H.C.T. AND 5. A CALLED 10.00-ACRE TRACT, DESCRIBED AS TRACT II, CONVEYED TO CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM, RECORDED IN VOLUME 4258, PAGE 618, O.P.R.H.C.T., SAID 112.4-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of said 79.0723-acre tract, same point for the northeast corner of a called 40.00-acre tract conveyed to Dripping Springs ISD, recorded in Volume 646, Page 754 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], same point being in the south line of a called 22.248-acre tract, described as "Tract 1", conveyed to Robert Francis Shelton, Jr., recorded in Volume 918, Page 713, O.P.R.H.C.T. and for the northwest corner of the tract described herein;

THENCE with the north line of said 79.0723-acre tract, the following three (3) courses:

- 1) N88°40'28"E, with the south line of said 22.248-acre tract, described as "Tract 1", and with the south line of a called 22.248-acre tract, described as "Tract 2", conveyed to Lisa Shelton Robertson, recorded in Volume 918, Page 717, O.P.R.H.C.T., for a distance of 465.15 feet to a 3/8-inch iron rod found for an angle corner in the tract described herein,

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COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



- 2) N88°37'30"E, with the south line of said 22.248-acre tract, described as "Tract 2", with the south line of a called 22.248-acre tract, described as "Tract 3", conveyed to James E. Shelton, recorded in Volume 918, Page 702, O.P.R.H.C.T., with the south line of a called 22.248-acre tract, described as "Tract 4", conveyed to Poe Shelton, recorded in Volume 918, Page 706, O.P.R.H.C.T. and with the south line of a called 22.248-acre tract, described as "Tract 5", conveyed to Rebecca Shelton Burke, recorded in Volume 918, Page 710, O.P.R.H.C.T., for a distance of 2,496.40 feet to a 1/2-inch iron rod in a post found for the southeast corner of said 22.248-acre tract, described as "Tract 5", for the southwest corner of Lot 6A, The Preserve Phase One Subdivision, recorded in Volume 10, Page 153 of the Plat Records of Hays County, Texas [P.R.H.C.T.], being that same tract conveyed to Kenneth Davidson and Carol Davidson, recorded in Document No. 21008683, O.P.R.H.C.T., and
- 3) N77°21'46"E, with the south line of said Lot 6A and with the south line of Lot 7A, The Preserve Phase One Subdivision, being that same tract conveyed to Kenneth Davidson and Carol Davidson, recorded in Document No. 21008683, O.P.R.H.C.T., for a distance of 480.45 feet to a 1/2-inch iron rod found for the northeast corner of said 79.0723-acre tract, for the southeast corner of said Lot 7A, for the northwest corner of Lot 8A, The Preserve Phase One Subdivision, being that same tract conveyed to James L. Skiles and Spouse, Sheila K. Skiles, recorded in Volume 3771, Page 864, O.P.R.H.C.T. and for the northeast corner of the tract described herein;

THENCE with the east line of said 79.0723-acre tract, the following two (2) courses:

- 1) S01°38'36"E, with the west line of said Lot 8A, with the west line of Lot 9A, The Preserve Phase One Subdivision, being that same tract conveyed to Daniel Foster, recorded in Volume 2691, Page 163, O.P.R.H.C.T. and with the west line of Lot 25A, Block A, The Preserve Phase Two Subdivision, recorded in Volume 10, Page 321, P.R.H.C.T., being that same tract conveyed to Kevin Rose and wife, Haley Rose, recorded in Document No. 18012163, O.P.R.H.C.T., for a distance of 1,049.59 feet to a 1/2-inch iron rod found for an angle point of the tract described herein, and
- 2) S01°15'12"E, with the west line of said Lot 25A and with the west line of Lot 26A, Block A, The Preserve Phase One Subdivision, being that same tract conveyed to Kristen L. Arnold and Richard C. Arnold, recorded in Document No. 19014013, O.P.R.H.C.T., for a distance of 312.49 feet to a nail found for the southeast corner of said 79.0723-acre tract, for the northeast corner of a called 82.02-acre tract, conveyed to Viktor Kopponen and Sirkka Kopponen, recorded in Volume 1265, Page 776, O.P.R.H.C.T. and for the southeast corner of the tract described herein;

THENCE S88°20'27"W, with the common line of said 79.0723-acre tract and said 82.02-acre tract, for a distance of 1,821.92 feet to a cotton spindle found for the southeast corner of a said 10.00-acre tract, for a southwest corner of said 79.0723-acre tract and for an angle point of the tract described herein;

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THENCE S88°25'13"W, with the south line of said 10.00-acre tract, partially along the north line of said 82.02-acre tract and partially along the north line of a called 5.00-acre tract, conveyed to Eugene R. Foster, Jr. and Brenda L. Foster, recorded in Document No. 20018901, O.P.R.H.C.T., for a distance of 636.25 feet to a 1/2-inch iron rod found for the southwest corner of said 10.00-acre tract (Tract II), the southeast corner of said 5.000-acre tract (Tract I) and for an angle point of the tract described herein;

THENCE S88°19'47"W, with the common line of said 5.00-acre tract and said 5.000-acre tract, for a distance of 382.34 feet to a 1/2-inch iron rod found for the southwest corner of said 5.000-acre tract (Tract I), the southeast corner of said 17.038-acre tract and for an angle point of the tract described herein;

THENCE with the common line of said 17.038-acre tract and said 82.02-acre tract, the following three (3) courses:

- 1) S88°23'24"W, for a distance of 359.09 feet to a 1/2-inch iron rod found for an interior ell corner of said 17.038-acre tract, for an angle corner of said 5.00-acre tract and for an angle point of the tract described herein,
- 2) S01°34'56"E, for a distance of 69.68 feet to a calculated point for an angle corner of said 17.038-acre tract, for an angle corner of said 5.00-acre tract and for an angle corner of the tract described herein, and
- 3) S88°18'08"W, partially along the north line of said 82.02-acre tract, for a distance of 1,077.44 feet to a 1/2-inch iron rod with cap stamped "KC ENG" found for the southwest corner of said 17.038-acre tract, for the southeast corner of said 40.00-acre tract and for the southwest corner of the tract described herein;

THENCE N02°12'18"W, with the common line of said 40.00-acre tract and said 17.038-acre tract, for a distance of 498.57 feet to a 1/2-inch iron rod found for the northwest corner of said 17.038-acre tract, for the southwest corner of said 1.18-acre tract and for an angle point of the tract described herein;

THENCE with the common line of said 1.18-acre tract and said 40.00-acre tract, the following two (2) courses:

- 1) N02°21'37"W, a distance of 59.91 feet to a 1/2-inch iron rod found for the northwest corner said 1.18-acre tract, a southeast corner of said 40.00-acre tract and the northwest corner of the tract described herein, and
- 2) N87°47'30"E, a distance of 859.86 feet to a 1/2-inch iron rod found for the northeast corner of said 1.18-acre tract, a southeast corner of said 40.00-acre tract, in the west line of said 79.0723-acre tract and for an angle point of the tract described herein;

THENCE N02°13'52"W, with the common line of said 40.00-acre tract and 79.0723-acre tract, for a distance of 788.32 feet to the **POINT OF BEGINNING** of the tract described herein and containing 112.4-acres.

CONTINUED ON NEXT PAGE



Notes:

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

Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this document was prepared under 22 tac §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

01/10/2022

Date

Christopher W. Terry
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
Cterry@DoucetEngineers.com
TBP/ELS Firm Registration No. 10105800

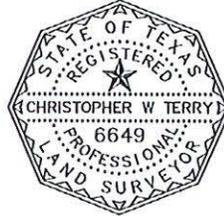


EXHIBIT C

Map of the Connection Point

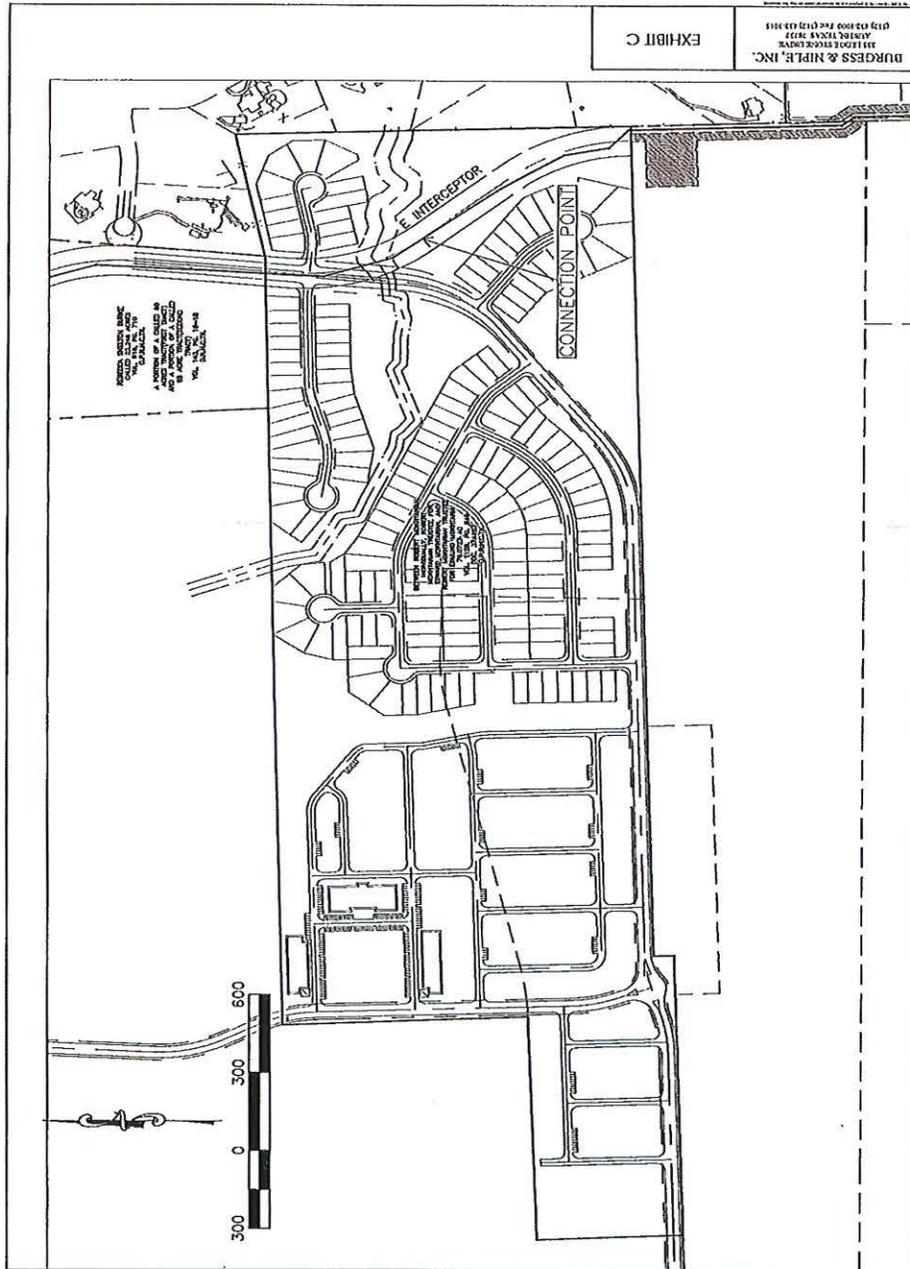


EXHIBIT D
Form of Easement

FORM OF EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SANITARY SEWER EASEMENT
(CORPORATE)

Date:

Grantor: _____, a Texas _____

Grantor's Address:

Grantee: CITY OF DRIPPING SPRINGS, TEXAS, a General Law municipality situated in Hays County, Texas

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately _____ acres, more or less, being ___ feet in width and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances: None

GRANT OF EASEMENT:

_____, a Texas _____ ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance,

replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public sanitary sewer purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public sanitary sewer pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this ___ day of _____, 20__.

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§
§

CORPORATE ACKNOWLEDGMENT

COUNTY OF HAYS

§

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, a Texas _____, on behalf of said _____.

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

FORM OF EASEMENT

EXHIBIT "A"

EASEMENT TRACT

EXHIBIT E
Burke Easement

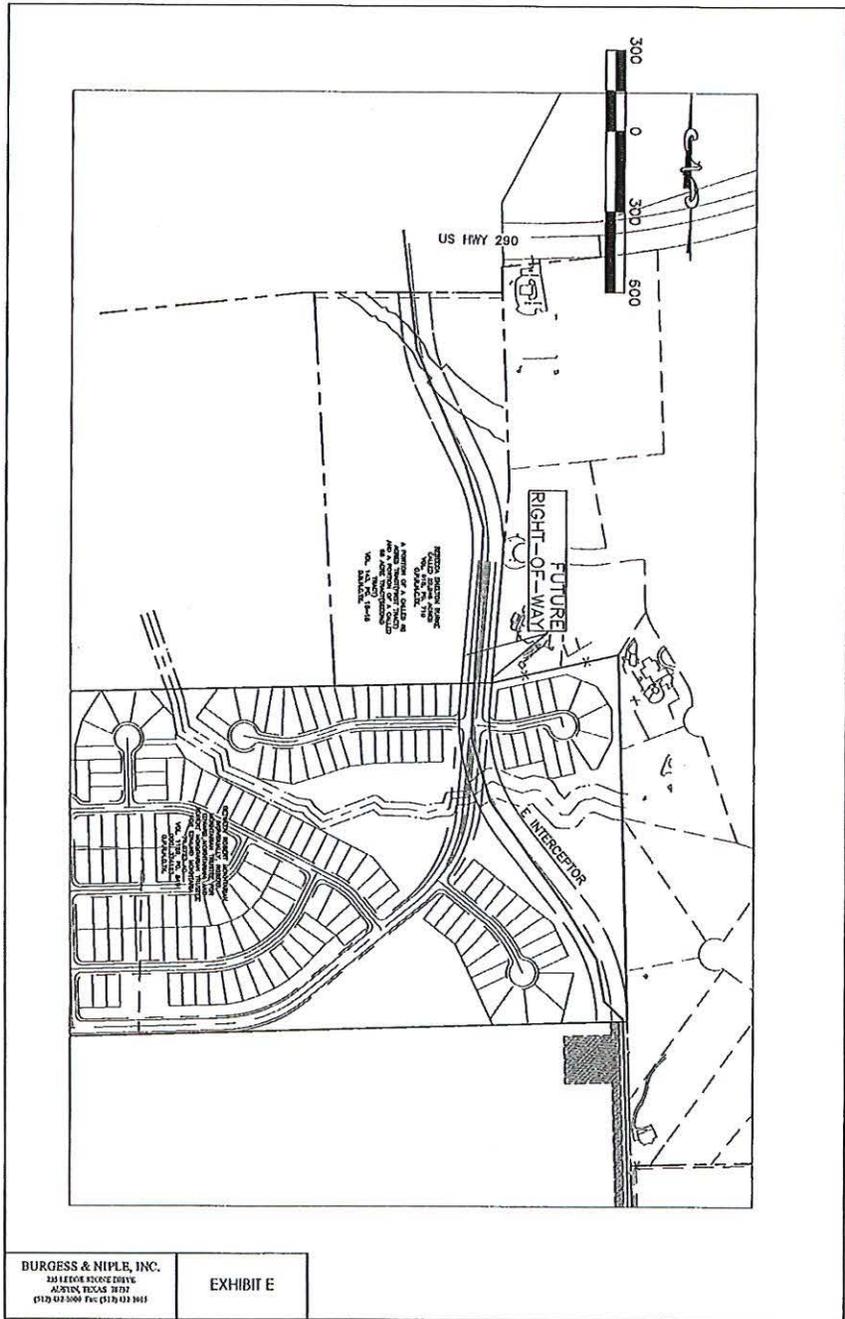


EXHIBIT F

Temporary Staging Area

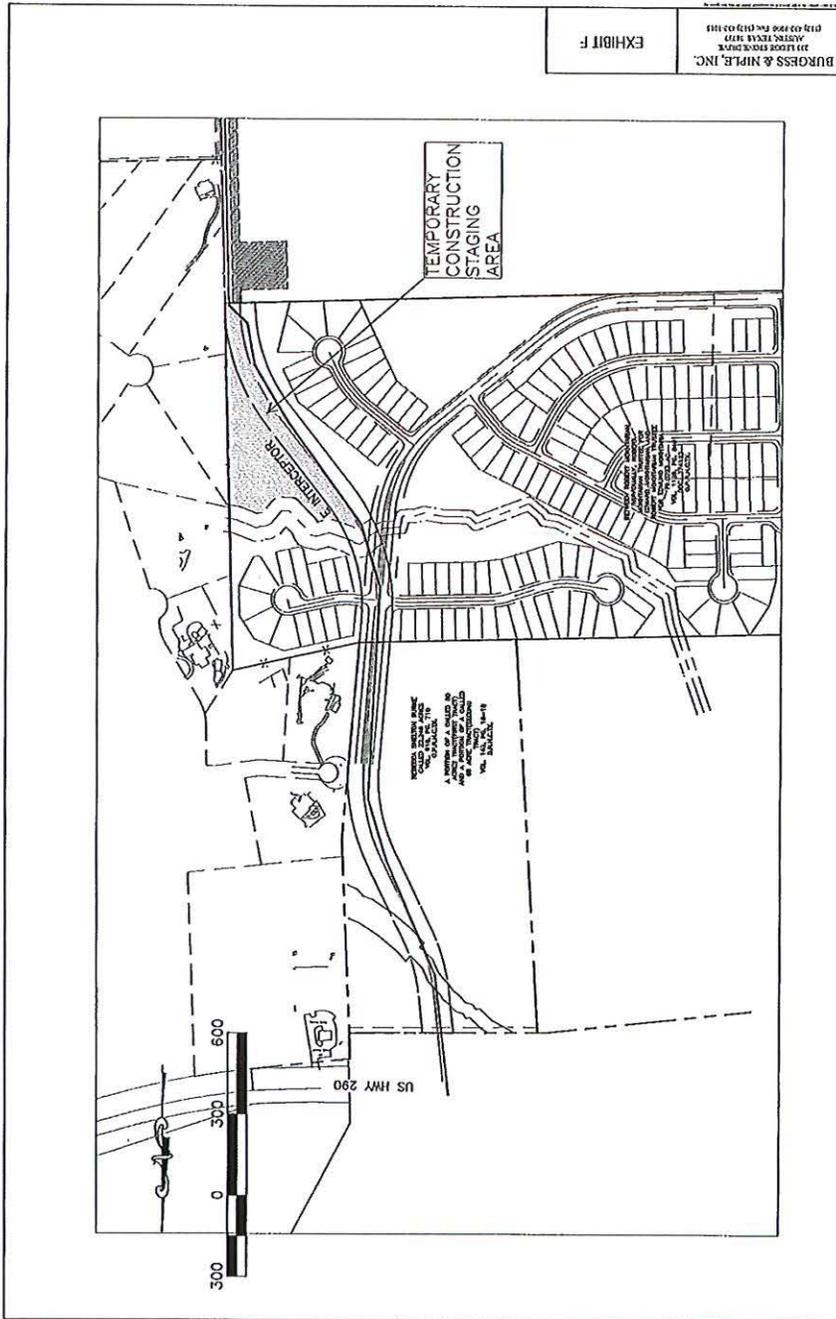


EXHIBIT G
City Wastewater Close-Out List

PROJECT CLOSEOUT CHECKLIST

The following is a list of items needed for the City and DSWSC records and to be completed as a condition of final acceptance:

- TCEQ Water and Wastewater Approval Letters.
- Provide executed warranty bonds.
- Provide final completion letter to the City and DSWSC when all Items are complete with maintenance bonds as appropriate.
- Provide proof to the City and DSWSC that notification was made to TCEQ Water Supply Division, Wastewater Permits, and Regional office that construction is substantially complete in accordance with the approved project, the rules of the TCEQ, and any change orders filed with the TCEQ.
- Provide approved operation and maintenance manuals (2 Hard copies and PDF).
- Verify that all fees are up to date.
- Provide as-built CAD files (3D design files) and PDFs. Do this after as-builts are approved.
- Provide PDF of recorded plat.
- Conveyance of facilities for the wastewater/water lines located in recorded easements.
- Provide legal descriptions (listing of lot block and recording information) for open space lots and easements to be deeded to the City and/DSWSC.

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 10.

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:
2022-937604

Date Filed:
09/23/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dripping Springs Partners, LLC
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.
DPWWA06212022
Wastewater Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Scrivener, Matthew	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Matthew Scrivener, and my date of birth is 6.22.1978.

My address is 7401B Hwy71 West, Austin, TX, 78735, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 23 day of September, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 10.

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:
2022-937604

Date Filed:
09/23/2022

Date Acknowledged:
09/28/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dripping Springs Partners, LLC
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.
DPWWA06212022
Wastewater Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Scrivener, Matthew	Austin, 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)



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: December 19, 2023

Agenda Item Wording: **Discuss and consider Acceptance of approximately seven (7) acres of property adjacent to Sports and Recreation Park and as part of the Village Grove Subdivision pursuant to the Donation Agreement with Dripping Springs Partners.**

Agenda Item Requestor: Matthew Scrivener

Summary/Background: When the City approved Village Grove subdivision, the approval included a donation agreement for 7 acres of property within the subdivision. The only restriction that was added was that at least 1 acre of the property would be used as a park. This is the deed for that property.

Commission Recommendations: N/A

Recommended Council Actions: Approval of deed and acceptance of property.

Attachments: Deed. Village Grove Donation Agreement.

Next Steps/Schedule:

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this the __ day of _____, 2023 by Matthew Scrivener, Manager of Dripping Springs Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: _____

EXHIBIT "A"



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

6.80-Acre Tract
Hays County, Texas

D&A Job No. 2372-001B
December 12, 2023

DESCRIPTION
For a 6.80-Acre Tract

BEING A 6.80-ACRE TRACT OUT OF THE PHILIP A. SMITH SURVEY, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID TRACT BEING OUT OF A CALLED 80.31-ACRE TRACT CONVEYED TO DRIPPING SPRINGS PARTNERS, LLC, AS RECORDED IN DUCUMENT NUMBER 21066285 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID 6.80-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for northeast corner of a called 40.00-acre tract, conveyed to City of Dripping Springs, recorded in Volume 1462, Page 671 [O.P.R.H.C.T.], same point being in the south line of a called 22.248-acre tract, described as "Tract 1", conveyed to Robert Francis Shelton, Jr., as recorded in Volume 918, Page 713 [O.P.R.H.C.T.], for the northwest corner of said 80.31-acre tract and for the northwest corner of the tract described herein;

THENCE N88°40'28"E, with the south line of said 22.248-acre tract, described as "Tract 1", with the south line of a called 22.248-acre tract, described as "Tract 2", conveyed to Lisa Shelton Robertson, recorded in Volume 918, Page 717, O.P.R.H.C.T. and with the north line of said 80.31-acre tract, for a distance of 443.69 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the northeast corner of the tract described herein;

THENCE over and across said 80.31-acre tract, the following six (6) courses:

- 1) S01°36'46"E, a distance of 101.42 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set, for an angle corner of the tract described herein,
- 2) S11°33'37"E, a distance of 38.84 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set, for an angle corner of the tract described herein,
- 3) N88°23'14"E, a distance of 84.92 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set, the beginning of a curve to the right for the south corner of the tract described herein,
- 4) With said curve to the right, having an arc length of 23.56 feet, a radius of 15.00 feet, a delta angle of 90°00'00", and a chord which bears S46°36'46"E, for a distance of 21.21 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set, for an angle corner of the tract described herein,
- 5) S01°36'46"E, a distance of 412.46 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set, for the southeast corner of the tract described herein, and
- 6) S88°22'30"W, a distance of 544.17 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set, in the east line of said 40.00-acre tract, same point being in the west line of said 80.31-acre tract and for the southwest corner of the tract described herein;

THENCE N02°13'52"W, with the common line of said 40.00-acre tract and said 80.31-acre tract, a distance of 569.52 feet to the **POINT OF BEGINNING** of the tract described herein and containing 6.80-acres more or less.

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.
 EXPERIENCE YOU NEED.
 PEOPLE YOU TRUST.



DOUCET

Notes:

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

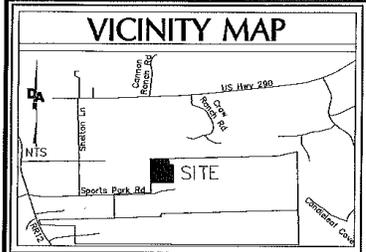
I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this description and accompanying plat of even date represent an actual survey performed on the ground.

12/12/2023

Date

Christopher W. Terry
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates, Inc.
Cterry@Kleinfelder.com
TBPELS Firm Registration No. 10194551





**PHILIP A. SMITH SURVEY
ABSTRACT NO. 415**

LEGEND

- SUBJECT LINE
- - - ADJOINER PROPERTY LINE
- X EXISTING WIRE FENCE
- 1/2" IRON ROD FOUND [UNLESS NOTED]
- 1/2" IRON ROD WITH "DOUCET" CAP SET

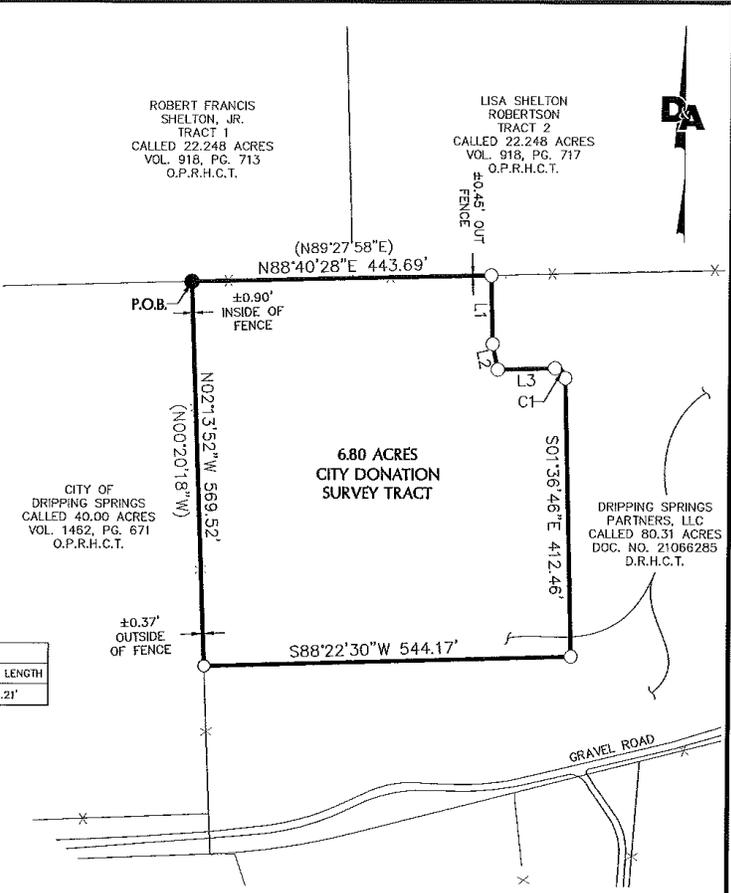
DOC. NO. DOCUMENT NUMBER
VOL., PG. VOLUME, PAGE
D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
(.....) RECORD INFORMATION

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	23.56'	15.00'	090°00'00"	S46°36'46"E	21.21'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S01°36'46"E	101.42'
L2	S11°33'37"E	38.84'
L3	N88°23'14"E	84.92'



I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

Christopher W. Terry
DATE: 12/12/2023

CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6649
DOUCET & ASSOCIATE, INC
CTERRY@KLEINFELDER.COM



CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010) AND A VERTICAL DATUM OF NAVD83, GEOID 12B. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.000077936.
UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.



**6.80 ACRE
CITY DONATION SURVEY
TRACT EXHIBIT
HAYS COUNTY, TEXAS**

DOUCET
A Kleinfelder Company

Civil Engineering // Entitlements // Geospatial

7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10194551

Date:	12/12/2023
Scale:	1" = 200'
Drawn by:	JRT
Reviewer:	CWT
Project:	2372-001B
Sheet:	3 OF 3
Field Book:	---
Party Chief:	JSM
Survey Date:	08/30/2023

X:\Departments\Geospatial\Projects\2372-001B Mokhtarian additional topo\CAD\dwg\Active -- Exhibits\2372-001B Mokhtarian_6.80ac CITY DONATION TRACT_srf.dwg

DONATION AGREEMENT

This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (the "City") and Dripping Springs Land Partners, LLC, a Texas limited liability company ("Donor") providing for the requirements for and process of conveying and accepting donations to the City.

WHEREAS, the City is a general-law Type A municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to accept donations for the benefit of the City; and

WHEREAS, the City is eligible under United States Internal Revenue Code Section 170(c)(1) to receive tax-deductible charitable contributions; and

WHEREAS, the City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code; and

WHEREAS, the City of Dripping Springs encourages the donation of charitable contributions to the City for the benefit of the City and its residents; and

WHEREAS, the City Council finds that this Agreement will ensure complete implementation of a Donation; and

WHEREAS, the City Council finds that the following provisions are reasonable and necessary for the acceptance of donations.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration the City and Donor herein bargain, covenant, and agree with one another as follows:

A. Purpose

This Agreement serves as a statement or exchange of promises between the City and Donor. It is enacted to provide clear responsibilities and duties for the conveyance of a Donation by Donor and acceptance of a Donation by the City. The Agreement will ensure that each Donation accepted by the City is in the best interest of the City and its citizens.

B. Definitions

- (1) **Agreement:** a statement or exchange of promises between the City and any Donor.
- (2) **City:** the City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- (3) **City Administrator:** the chief administrative officer of the City, or the officer's designee.
- (4) **Donation:** any monetary or nonmonetary gift, grant, devise or bequest to the City. A monetary donation includes cash or a check, money order or other negotiable instrument. A nonmonetary donation includes real or personal property.
- (5) **Donor:** a person who gives a gift through a trust or charitable contribution.

DONATION AGREEMENT

This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (the “City”) and Dripping Springs Land Partners, LLC, a Texas limited liability company (“Donor”) providing for the requirements for and process of conveying and accepting donations to the City.

WHEREAS, the City is a general-law Type A municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to accept donations for the benefit of the City; and

WHEREAS, the City is eligible under United States Internal Revenue Code Section 170(c)(1) to receive tax-deductible charitable contributions; and

WHEREAS, the City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code; and

WHEREAS, the City of Dripping Springs encourages the donation of charitable contributions to the City for the benefit of the City and its residents; and

WHEREAS, the City Council finds that this Agreement will ensure complete implementation of a Donation; and

WHEREAS, the City Council finds that the following provisions are reasonable and necessary for the acceptance of donations.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration the City and Donor herein bargain, covenant, and agree with one another as follows:

A. Purpose

This Agreement serves as a statement or exchange of promises between the City and Donor. It is enacted to provide clear responsibilities and duties for the conveyance of a Donation by Donor and acceptance of a Donation by the City. The Agreement will ensure that each Donation accepted by the City is in the best interest of the City and its citizens.

B. Definitions

- (1) **Agreement:** a statement or exchange of promises between the City and any Donor.
- (2) **City:** the City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.
- (3) **City Administrator:** the chief administrative officer of the City, or the officer’s designee.
- (4) **Donation:** any monetary or nonmonetary gift, grant, devise or bequest to the City. A monetary donation includes cash or a check, money order or other negotiable instrument. A nonmonetary donation includes real or personal property.
- (5) **Donor:** a person who gives a gift through a trust or charitable contribution.

- (6) ***In-Kind:*** payment or Donation made in the form of goods or services, rather than cash.
- (7) ***Labor:*** physical or mental exertion or productive activity that satisfies a City need.
- (8) ***Land:*** real property (i.e., real estate), including any fixtures or improvements upon and all water / mineral rights (unless expressly excluded).
- (9) ***Materials:*** Goods or products that satisfy a City need.
- (10) ***Person:*** a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, agency.
- (11) ***Project:*** an endeavor or undertaking for which a Donation is proposed, which is reasonably anticipated to benefit: (a) the City as an organization; (b) the citizenry, including residents, voters, and guests; or (c) the community at-large.
- (12) ***Tax Deduction:*** An expense, such as a charitable contribution, that can be deducted from one's taxable income.

C. Types of Donations Generally

- (1) The City is not legally able to own stock. As such, any donation of stock will be liquidated and turned into cash or another liquid asset, and treated as a monetary donation.
- (2) The City will not accept any type of Donation that the City Administrator, Deputy City Administrator, or Mayor (or City Council as provided below) deem is not beneficial to the City.

D. Conveyance of Donation

- (1) Except for Donations of Land, the City will only accept Donations along with the requisite Donation Form presented to the City Administrator, Deputy City Administrator, or the Mayor at City Hall during normal City Hall hours.
- (2) City must agree to allocate a minimum of one (1) acre of land as parkland.

E. City Council Approval

All Donations of Land will only be accepted upon City Council approval.

F. Accounting for Donation

The City will account for this Donation through a mechanism determined by the City.

G. Tax-Deductible Contributions

- (1) Only upon approval and execution of this Donation Agreement will Donor be eligible to receive a Tax Deduction for the Donation of a charitable contribution.
- (2) If the Donor does not sign this Agreement, and complete the Donation, the City will not release any documents certifying the Donations.
- (3) Nothing in this Agreement shall be interpreted of imposing responsibility or accountability upon the City for the accuracy of the estimated value of the Donation received, unless the City expressly agrees in writing to participate in the approximation of value through: (1) a public auction, (2) competitive bidding, (3) receipts provided (retail or wholesale) documenting the Donor's actual costs, or (4) a commonly utilized and clearly established methodology of determining fair market value.
- (4) The City is relieved from any and all responsibility and liability for estimating or calculating the value of the Donation received.

H. Donation Amount

By signing this Agreement Donor is acknowledging that:

- (1) The Donation consists of seven acres, more or less, as more fully described on Exhibit "A" attached hereto; and
- (2) The Donation does not unnecessarily burden the City or unreasonably encumber the funds contributed.

I. Donation Completion

- (1) By signing this Agreement Donor agrees to
 - a. Fully complete the Donation;
 - b. Complete the Donation within the timeframe specified under the Term of this Agreement.
 - c. Provide documentation specifically listing all gifts that the Donation will include; and;
 - d. Relieve the City from any and all responsibility for estimating or calculating the value of the Donation received.
- (2) If the City has received a signed copy of this Agreement, the City agrees to release any and all documents certifying the Donation upon completion of the Donation.

J. Criteria for Acceptance

The City shall favorably consider accepting Donations if (in the sole discretion of the City) the intended bequeath satisfies one or more of the following criterion:

- (1) The Donation furthers a Project that has been approved by the City Council in the form of a long-term master or comprehensive plan (of some sort).
- (2) The Donation furthers a Project that is necessitated by a documented need to comply with county, state or federal regulations.
- (3) There is broad political or public support for the Donation and the Project.
- (4) The Project provides for the facilitation of cooperation between multiple civic groups, charitable organizations and/or political subdivisions.
- (5) The City has adequate human resources to maintain and operate the Project.
- (6) The Project will not pose a realistic threat to the public health, safety or welfare, or create an unreasonable source of legal liability for the City.
- (7) The Donation will not pose an undue, continuing financial burden on the City, a result of which is to create a public obligation that outweighs the public benefits.

K. Contact Information

- (1) Donor will at all times maintain the following points of contact:

Dripping Springs Partners, LLC
 Phone: 615 405-0225
 E-Mail: matthew@atxli.com
 Mailing Address: 7401B Highway 71 West, Suite 160
 Austin, Texas 78735

(2) The primary point of contact under this Agreement for the City shall be:

City Administrator: Michelle Fischer
 Phone: (512) 858-4725
 Email: mfischer@cityofdrippingsprings.com
 Mailing Address: PO Box 984
 Dripping Springs, Texas 78620-0384

L. Term

The term of this Agreement shall be for one (1) year unless otherwise agreed to in writing by both parties through an amendment to this Agreement.

M. Effective date

This agreement takes effect June 21, 2022.

N. Indemnification

DONOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONOR, HIS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES.

THE CITY AGREES TO INDEMNIFY AND HOLD DONOR HARMLESS FROM ANY DAMAGES OCCURRING FROM THE NEGLIGENCE OF THE CITY, ITS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES, TO THE EXTENT ALLOWED BY LAW.

O. Transferability

Except as may otherwise be expressly provided herein, the rights and obligations created by this Agreement may not be transferred or assigned to another party without the express written consent of the City and Donor.

P. Governing Law

The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Hays County.

Q. Entire Agreement

This document represents the entirety of the agreement between the City and Donor. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by both parties and made a part of this Agreement.

R. Other Documents

The City and Donor agree to execute such further documents, and to take such further acts, as may be necessary or required to carry out the terms of this Agreement.

S. Amendments

This Agreement may be amended only by an instrument in writing signed by the City and Donor.

T. Severability

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement shall not be affected thereby.

U. Third Party

Except as herein specifically and expressly provided, the terms and provisions of this Agreement are for the sole benefit of the City and Donor, and no third party whatsoever is intended to benefit herefrom.

V. Authorization

The City represents and warrants to, and covenants with Donor that:

- (1) The execution, delivery and performance of this Agreement by the executing officer have been duly authorized. This Agreement has been duly and validly executed and delivered by the executing officer on behalf of the City, and constitutes a valid and binding obligation, enforceable against the City in accordance with its terms.
- (2) No consent or approval of any third party, including, without limitation, any governmental authority, is required in connection with the execution, delivery or performance of this Agreement. The execution and delivery of this Agreement, and the performance of the obligations and consummation of the transactions contemplated herein do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any contract, indenture, mortgage, loan agreement, lease, joint venture or other agreement or instrument to which the City is a party or by which the City or any of its respective properties are bound, or result in any violation by it of any law, order, rule or regulation of any court or governmental agency or body. The City is not in material violation of any law, ordinance, governmental rule or regulation or court decree to which it may be subject, nor has it failed to obtain and maintain in full force and effect any license, permit, certificate, franchise or other governmental authorization necessary to the ownership of its respective property or to the conduct of its operations under this Agreement.

[signature page follows]

CITY OF DRIPPING SPRINGS:

Bill Foulds

Bill Foulds, Jr., Mayor

July 26, 2022

Date

DS LAND PARTNERS, LLC:

Matthew Scrivener, Manager

Date

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



CITY OF DRIPPING SPRINGS:

Bill Foulds
Bill Foulds, Jr., Mayor

July 26, 2022
Date

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



DRIPPING SPRINGS

~~DS LAND PARTNERS, LLC:~~

Matthew Scrivener
Matthew Scrivener, Manager

9.23.2022
Date

EXHIBIT "A"

Letter of Intent

DRIPPING SPRINGS PARTNERS, LLC
7401B Highway 71 West, Suite 160
Austin, Texas 78735

June 2, 2022

City of Dripping Springs, Texas

VIA EMAIL: Laura Mueller lmueller@cityofdrippingsprings.com

Re: Letter of Intent; Donation of 7 acres, more or less ("Land")

Dear City of Dripping Springs,

Dripping Springs Partners, LLC, a Texas limited liability company ("DSP") is pleased to present this Letter of Intent to assist the City in developing the seven (7) acre tract of land (the "Land") that DSP proposes to donate to the City.

1. DSP has agreed to donate to the City the Land. The only condition for the donation is that the Land contain a City park with one acre of open space.
2. The City has expressed an interest in relocating its offices to the Land. In order to do that, the City will need to either build its building and related facilities (parking, sidewalks, streets) or engage a development company to construct the City's building and enter into an agreement that addresses the cost of the City's building and related infrastructure.
3. DSP desires to assist the City in developing the Land. To that end, at no cost to the City, if requested in writing, DSP will contact several development companies that specialize in commercial retail construction projects with the intent to have one of them build the City's offices as well as the commercial buildings.
4. DSP anticipates that the selected development company will build the City offices and related improvements (parking, utilities, etc.) and thereafter lease to the City the City offices, with the City having the option to buy City building. The terms of the lease and buy out will be negotiated by the City with assistance from DSP, if requested in writing.
5. The City may consider using the two adjacent commercial sites as an incentive to the development company to build City offices. It is anticipated the development company will need to own the property for the commercial sites versus a ground lease, in order to receive a loan from a lender.
6. If the City considers deeding the commercial pad sites to the development company, then the City can use those sites as a negotiating tool to reduce the rent or even the amount required to purchase the City office building in the future. The commercial developer may be hesitant to take on the construction of the commercial buildings until there are sufficient rooftops within the Project and until the City has moved into its building.
7. In summary, DSP will assist the City in locating a development company as well as negotiating the terms of the City's lease and buy out upon written request of the City.

This letter shall not create any legal rights or obligations on behalf of or between DSP and the City nor does it constitute a binding agreement between the City and DSP. Neither party shall be bound or obligated to perform under the above terms unless a written agreement is executed by both parties.

Dripping Springs Partners, LLC

By: _____
Matthew Scrivener, Manager

City of Dripping Springs, Texas

By: _____
Name: _____
Title: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 11.

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:
2022-937607

Date Filed:
09/23/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dripping Springs Partners, LLC
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.
DSLPPDA062 | 2022
Donation Agreement PDD No. 14

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Scrivener, Matthew	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

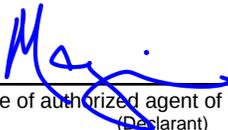
6 UNSWORN DECLARATION

My name is Matthew Scrivener, and my date of birth is 6.22.1978.

My address is 7401B Hwy71 West, Austin, TX, 78735, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 23 day of September, 2022.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 11.

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:
2022-937607

Date Filed:
09/23/2022

Date Acknowledged:
09/28/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dripping Springs Partners, LLC
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.
DSLPPDA062 | 2022
Donation Agreement PDD No. 14

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Scrivener, Matthew	Austin, 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)



To: Mayor Bill Foulds Jr. & City Council
From: Tory Carpenter, AICP – Planning Director
Date: December 15, 2023
RE: Construction Plan / Pool Review Fee Update

I. Overview

The purpose of this fee schedule amendment is to update fees based on changes to State law and to provide a separate fee for planning pool reviews for properties within certain Development Agreement areas that are not required to be reviewed by the City's Building department.

II. Public Improvement Construction Plans

The term "construction plan" is used to describe engineered drawings associated with public infrastructure improvements. The current fee schedule calculates fees for construction plans based on the cost of the improvements. The recently approved House Bill 3492 prohibits fees from being based on the construction cost for these types of permits.

Staff reviewed historical permit and fee data to determine a fee calculation which would closely match what the City is collecting under the current fee schedule and would recoup cost of staff time related to reviews, inspections, and administrative tasks related to the permit. This updated fee calculation would consider the acreage of the subdivision as well as the types of infrastructure being reviewed.

The new proposed fee schedule for Construction Plans involving public improvements is as follows:

- Construction Plans not including City Water or Wastewater infrastructure: \$700/acre of the subdivision section.
- Construction Plans that include either City Water or Wastewater infrastructure, but not both: \$1,400/acre of the subdivision section.
- Construction Plans that include both City Water and Wastewater Infrastructure: \$2,100/acre of the subdivision section.

III. Planning Pool Review

Historically, City Building staff has required building code compliance for pools in the City Limits and within Development Agreements. However, after reviewing existing Development Agreements, staff found the standard wording regarding code compliance: *"Owners agree that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City."*

The Building Official interprets the current wording of Development Agreements as restricting the City's authority to require code compliance solely for the construction of primary and accessory dwelling units. This interpretation excludes non-habitable structures like pools, spas, sheds, barns, detached outdoor entertainment areas, etc., from mandatory code compliance.

However, Planning staff needs to review pools within certain development agreement areas to ensure that impervious cover limitations are not being exceeded and that pools are not encroaching within setbacks or easements. The purpose of this fee amendment is to establish a fee for Planning review of pool permits within certain development agreement areas. After considering the staff time related to review and administrative tasks related to these types of permits, staff is recommending a \$75 permit fee for these reviews.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2023-_____

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 4: SUBDIVISION; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to provide for reasonable fees, including for review of construction plans; and

WHEREAS, the City Council finds that the attached schedule of fees is reasonable and prudent considering the municipal resources expended in the review and approval of the construction plans; and

WHEREAS, House Bill 3492 of the 2023 Legislative Regular Session requires that the City charge construction plan fees based on actual costs of third party reviews and estimated time of city staff review; and

WHEREAS, the fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City; 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.

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

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances, Section 4 is amended to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment “A”.

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 _____ 2023, by a vote of ___ (ayes) to ___(nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS

MASTER FEE SCHEDULE

ARTICLE A1.000 (GENERAL PROVISIONS)

* * *

SECTION 4. SUBDIVISION

4.14 Construction Plan Approval: Subdivision Construction Plans shall be charged as stated herein:

4.14.1 Construction Plans not including City Water or Wastewater infrastructure: \$700/acre of the subdivision section.

4.14.2 Construction Plans that include either City Water or Wastewater infrastructure, but not both: \$1,400/acre of the subdivision section.

4.14.3 Construction Plans that include both City Water and Wastewater Infrastructure: \$2,100/acre of the subdivision section.

~~considered a Site Development Plan and fees for such shall be paid in accordance with Section 3-~~

* * *

4.18 Apartment/Condominium Project Construction Plan Review Fees

4.18.1 Pre-Application Conference Fee: \$180.00 (cost put towards application fee if application is filed within twelve (12) months of conference)

4.18.2 Concept Plan Review Fee: \$300.00

4.18.3 ~~Small Projects (less than \$50,000.00): \$750.00, with \$50.00 for consultation fees within a meeting~~ 4.18.4 ~~Medium Projects (\$50,000.00 — \$100,000.00): \$1,000.00 and 1.5% of the estimated total construction cost of the improvements required by the Subdivision Ordinance.~~ Construction Plans not including City Water or Wastewater infrastructure: \$700/acre of the subdivision section.

4.18.4 ~~Large Projects (\$100,001.00 — \$500,000.00): \$1,500.00 and 1.5% of the estimated total construction cost of the improvements required by the Subdivision Ordinance.~~ Construction Plans that include either City Water or Wastewater infrastructure, but not both: \$1,400/acre of the subdivision section.

4.18.5 ~~Mega Projects (greater than \$500,001.00): \$2,000.00 and 1.5% of the estimated total construction cost of the improvements required by the Subdivision Ordinance.~~ Construction Plans that include both City Water and Wastewater Infrastructure: \$2,100/acre of the subdivision section.

~~4.18.7 Project cost estimate includes all site related work (does not include costs of vertical structures, pump stations); cost estimate must be reasonable and based on current costs. The shall determine the reasonableness of costs.~~

7.9

a. Residential Swimming Pool Permit Fee: \$450

b. Planning Review Pool Permit Fee (for pools not requiring building review within certain Development Agreement Areas): \$75



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: December 19, 2023

Agenda Item Wording: **Discuss and consider approval of an Amended Interlocal Agreement between the City of Dripping Springs and Hays County as it relates to use of the Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks.**

Agenda Item Requestor: Emily Nelson, DSRP Manager

Summary/Background: The current agreement with Hays County for the use of DSRP includes: uses allowed by Hays County in consideration of the County providing \$1.8 million dollars for funding of the Ranch Park Event Center in 2013; price fixed entities; and an expiration of April 30, 2025.

Due to issues with the current agreement, the amended agreement is proposed and includes specific Monday-Thursday (Non-Peak Reservation Window) uses for Hays County, Non-Profit/Social Service Entities, Texas Agri-Life Extension, and Hays County 4-H Horse Project. It also includes specific Friday-Sunday (Peak Reservation Window) uses for Hays County, Non-Profits, and the Social Service Entities named above.

The proposed agreement allows for the use of facilities for elections.

The proposed agreement includes the following additional items:

- Commissioner of Precinct 4 decides who benefits from free or low cost uses;
- Hays County will provide rental agreements and insurance;
- Custodial Fees;
- All other fees – additional staffing and special equipment;
- Hays County users responsible for tear down or set up unless paying staffing fees;
- After hours fees; and
- Expires December 1, 2033.

**Commission
Recommendations:**

The DSRP Board recommends approval of the amended interlocal agreement.

**Recommended
Council Actions:**

Approve the amended interlocal agreement. Direct staff to work with DSRP Staff and Hays County to work on separate Election Uses Agreement.

Attachments:

Draft amended interlocal agreement; presentation slides by City Attorney Laura Muller.

Next Steps/Schedule:

Execute agreement and notify Commissioner Walt Smith.



DRIPPING SPRINGS
Texas

**Hays County Interlocal
Agreement
Dripping Springs Ranch Park**

**City Council
December 19, 2023**

Laura Mueller
City Attorney

Prior Agreement:

- Hays County provided \$1.8 million dollars for funding of the Ranch Park Event Center in 2013
- Uses by the County:
 - Hays County Livestock – 3 weeks a year (now done by separate agreement)
 - Service Agencies – 1 day a year each
 - Hays County – 4 days a year
 - Texas Agri Life Extension – 3 days per year
 - Hays County 4-H Horse Project – 3 days per year
 - Hays County 4-H Fancy Feathers – 2 days per year
- Price Fixed Entities:
 - LULAC Chapters (2 chapters – 2 days per year each)
 - Hays County Cattle Barons (2 days per year)
 - Texas Senior Pro Rodeo (2 days per year)
 - Rodeo-4-Jesus (30 Tuesday nights per year)
 - Rotary Club of San Marcos (1 day per year)
- Expires April 30, 2025



Issues with Current Agreement:

- Unclear which entities are part of the listed beneficiaries
 - Changes in entities
- No specific point of contact/decisionmaker for each use
- No description of additional fees such as cleaning or staff time
- Multiple versions controlling uses



DRIPPING SPRINGS
Texas

Proposed Agreement – Uses:

Monday-Thursday (Non-Peak Reservation Window):

- a. Hays County: Eight (8) Monday-Thursday 12-Hour rentals per year
- b. Non-Profit/Social Service Entities: Six (6) Monday-Thursday 12-hour rentals per year
- c. Texas Agri-Life Extension: Three (3) Monday-Thursday 12-Hour rentals per year
- d. Hays County 4-H Horse Project: Twenty (20) Monday evenings per year (to end by 9 p.m.)
- e. If additional Monday-Thursday rentals are needed, a 50% discount to room rental rates apply when such rentals are timely scheduled.

Friday-Sunday (Peak Reservation Window)

- a. Hays County, Non-Profits, and Social Service Entities named above for up to 12 events per year—12 hour rentals:
 - i. 25% discount off room rental rates if rental made over 90+ days in advance
 - ii. 50% discount off room rental rates if rental made between 45-89 days in advance
 - iii. 75% discount room rental rates if rental made between 0-44 days in advance
- b. Hays County 4-H Horse Project:
 - i. Three (3) 12-Hour rentals per year for a Horse Point Show in Main Arena.
 - ii. Saturday or Sunday will be dependent upon paid event rentals.



Proposed Agreement – Election Uses:

Election Days:

- First Tuesday of November 2024-2033 at no charge
- Additional day per year at no charge
- Upon written agreement by the Hays County Commissioners Court and Dripping Springs City Council, Early Voting may be approved through use of other days than those listed above or by separate written agreement when such dates are requested by Hays County and are available.



Proposed Agreement – Additional Items:

- Commissioner of Precinct 4 decides who benefits from free or low cost uses
- Hays County will provide rental agreements and insurance
- Custodial Fees
- All other fees – additional staffing and special equipment
- Hays County users responsible for tear down or set up unless paying staffing fees
- After hours fees
- Expires December 1, 2033



Staff Recommendations:

- DSRP Board Voted to Recommend Approval
- Staff Recommends Approval
- City Council on December 19, 2023
- Work with DSRP Staff and Hays County to work on separate Election Uses Agreement



Questions?



AMENDED AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND HAYS COUNTY, TEXAS FOR USE OF THE DRIPPING SPRINGS RANCH PARK BY HAYS 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 OF DRIPPING SPRINGS, TEXAS

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas (“County”) and the City of Dripping Springs, Texas, a general law municipality (“City”) under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority

- 1.1 The purpose of this Agreement is to provide for the use of the Dripping Springs Ranch Park by Hays County in consideration for previous County funding of design and construction of various improvements at the Dripping Springs Ranch Park property, formerly known as the Harrison Ranch Park property, used for park, recreation and/or conservation purposes owned by the City. The Property is located within the corporate limits of the City. No additional funding will be incurred by the County pursuant to this Agreement.
- 1.2 The City and County, as units of local government, are authorized by § 791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in § 791.003(3)(E) of the Texas Government Code, such governmental functions and services include parks and recreation.
- 1.3 The County’s obligations under this Agreement include, after the performance of certain conditions precedent as cited in this Agreement, the aforementioned previous funding of construction costs for facilities that Ranch Park will provide to the County and its citizenry. By and through this Agreement, as more particularly specified elsewhere in the Agreement, Ranch Park will generally serve the recreational needs of the County, some of which have previously been served by a County-owned facility. The County’s previous funding toward Ranch Park enhanced Ranch Park’s utility as a public park and recreation area for the use and enjoyment of County citizens.
- 1.4 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.

- 1.5 This Agreement has been approved by the Hays County Commissioner’s Court and the Dripping Springs City Council as required by § 791.011 of the Texas Government Code.

II. Term.

- 2.1 This Agreement is made for a term beginning on the _____ day of _____ 2023 and shall remain in effect for a period of ten (10) calendar years ending in December 2033.

III. City’s Duties - General

- 3.1 In consideration of County’s previous funding of the construction of the Dripping Springs Ranch Park and its obligations under this Agreement, City shall:
- a. Reserve Ranch Park’s facilities to the County for use by it or certain third parties and for the time periods specifically provided in Exhibit “A” at the rates as listed herein and in Exhibit “B”. Rates may be amended by the City from time to time, but the City shall provide updated rates to Hays County within ten (10) business days of adoption.
 - b. Such accommodations shall be provided in accordance with the standard terms and conditions then in effect that are generally applied to Ranch Park users.
 - c. All uses provided via this Interlocal Agreement pursuant to this Section and Exhibit “A” shall be made on as space-available basis. The City shall take all steps reasonably necessary to ensure that space is available for those entities listed in Exhibit “A”, but may not be required to move reservations previously made by other third parties.
 - d. The Calendar Year for number of uses shall run from October 1 to September 30.
- 3.2 In consideration of the County’s previous funding of the Ranch Park and its obligations under this Agreement, City shall acknowledge County contributions to Ranch Park by including reference to Hays County on public signage and public literature that promotes and/or serves Ranch Park.
- 3.3 City shall continue to operate Ranch Park as a public facility for the use and benefit of Hays County residents, with reasonable limitations on the time, place, and manner of the public’s use.
- 3.4 City shall be solely responsible for costs related to the operation and maintenance of Ranch Park. County shall not be responsible for any costs related to operation and maintenance of Ranch Park except through separate written agreement.
- 3.5 City shall appoint a point of contact for communication with Hays County. If not otherwise appointed by the City Administrator, the point of contact shall be the Dripping Springs Ranch Park Manager.

IV. County's Rights and Duties.

- 4.1 Hays County shall appoint a point of contact who will coordinate all rentals under this agreement and shall be the final approval authority for all Hays County rentals under this agreement. The point of contact for all uses scheduled under this Agreement will be the presiding Commissioner of Precinct 4 of Hays County at the time a reservation is made.
- 4.2 Hays County shall complete rental agreements and provide insurance for each event it reserves.
- 4.3 Hays County or certain third parties who use the Ranch Park shall be responsible for all custodial fees for all events unless:
 - a. the event has 30 or less attendees; and
 - b. food is not served.
- 4.4 Excluding costs that fall within Section 3.4 of this Agreement, Hays County or certain third parties who use the Ranch Park shall be responsible for all fees other than rental room rates, including but not limited to, additional staffing or special equipment. Current rates are attached as Exhibit "B". The rates may be amended from time to time by the City but the updated rates shall be provided to the County within ten (10) business days of adoption.
- 4.5 Hays County or certain third parties who use the Ranch Park shall be responsible for setting up and tearing down all tables and chairs or pay for additional staffing.
- 4.6 Ranch Park usage hours are limited to 8 a.m. to 9 p.m. Monday through Friday. Additional charges may apply if staff is needed outside of these hours for an event, including set-up or break down. Election dates will not incur charges so long as extra staffing is not needed.

V. Approval and Amendment.

- 5.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Dripping Springs City Council.
- 5.2 This Agreement can be amended only by written approval of both the Hays County Commissioners Court and the Dripping Springs City Council.
- 5.3 Ruben Becerra, Hays County Judge, is authorized to sign this Agreement on behalf of Hays County, Texas. Bill Foulds, Jr., Mayor, is authorized to sign this Agreement on behalf of the City of Dripping Springs, Texas.

VI. Representations.

- 6.1 City and County each make the following representations to each other as inducements to enter into this Agreement:
- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder,
 - b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
 - c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
 - d. That the officer who signed this Agreement has the legal authority to sign documents on its behalf;
 - e. That before this Agreement was approved, its governing body had already identified and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

VII. Severability.

- 7.1 If any clause, sentence, paragraph, or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

VIII. Entire Agreement.

- 8.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding the specific improvements and third-party rentals contemplated in this Agreement. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided above.

IX. Interpretation

- 9.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

X. Applicable Law and Venue

10.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

(SIGNATURES ON FOLLOWING PAGE)
EXECUTED THIS _____ day of _____, 2023.

HAYS COUNTY

By: _____
Judge Ruben Becerra
Hays County Judge

ATTEST:

Elaine H. Cardenas MBA PhD, County Clerk

EXECUTED THIS _____ day of _____, 2023.

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr.
Mayor

ATTEST:

Andrea Cunningham, City Secretary

Exhibit “A” – Rentals

1. Monday-Thursday (Non-Peak Reservation Window):
 - a. Hays County: Eight (8) Monday-Thursday 12-Hour rentals per year
 - b. Non-Profits and Social Service Entities providing services in Hays County as designated by the Hays County point of contact: Six (6) Monday-Thursday 12-hour rentals per year
 - c. Texas Agri-Life Extension: Three (3) Monday-Thursday 12-Hour rentals per year
 - d. Hays County 4-H Horse Project: Twenty (20) Monday evenings per year (to end by 9 p.m.)
 - e. If additional Monday-Thursday rentals are needed, a 50% discount to room rental rates apply when such rentals are timely scheduled.
2. Friday-Sunday (Peak Reservation Window)
 - a. Hays County and Non-Profits and Social Service Entities who provided services in Hays County as designated by the Hays County point of contact named above for up to 12 events per year—12 hour rentals:
 - i. 25% discount off room rental rates if rental made over 90+ days in advance during prime reservation window.
 - ii. 50% discount off room rental rates if rental made between 45-89 days in advance during prime reservation window.
 - iii. 75% discount room rental rates if rental made between 0-44 days in advance during prime reservation window.
 - b. Hays County 4-H Horse Project:
 - i. Three (3) 12-Hour rentals per year for a Horse Point Show in Main Arena.
 - ii. Saturday or Sunday will be dependent upon paid event rentals.
3. Election Days:
 - First Tuesday of November 2024-2033 at no charge
 - Additional day per year at no charge
 - Upon written agreement by the Hays County Commissioners Court and Dripping Springs City Council, Early Voting may be approved through use of other days than those listed above or by separate written agreement when such dates are requested by Hays County and are available.

Exhibit “B” – Rental Rates (current as of 12/15/2023)

Rates may be updated from time to time and are considered incorporated into this agreement once provided to Hays County

DRIPPING SPRINGS RANCH PARK FEES

- 1.1 Fees and Rates: A non-refundable booking fee is due at the time of booking if booked two years or less in advance of the event to save the date. If the booking is more than two years prior to the event, then the booking fee is due two years prior to the event to reserve the date. The booking fee is two hundred and fifty dollars (\$250). The base room rental fee is due six months prior to the first day of the event to keep the event. The remaining balance is due 30 days prior to the event. The booking fee is non-refundable but will be used towards any incurred fees for the event.
- 2 Fields 1, 2, 3 & 4* and Trails
- (a) Full Day: \$100.00/field/day
 - (b) Trails: \$450.00/event
 - (c) Market Hourly Rate
- 3 Stalls
- (a) Event Center Stalls Full Day: \$25.00/day per stall
 - (b) Small Barn Boarding Stalls: \$100.00/month per stall
 - (c) Shavings: \$9.00/bag (sales tax included)
 - (d) Grounds Fee: \$10.00/day per horse
- 4 Outdoor Arena*
- (a) Full Day: \$150.00/day, if rented with Event Center Facility, \$75.00/day
 - (b) Outdoor Arena Lights: \$25.00/night
 - (c) Use of the Concession Stand, Announcers Stand and Public Address System: \$50.00/day
 - (d) Local 4H and Future Farmers of America groups are exempt for paying Outdoor Arena fees for practices (Outdoor Arena fees apply to these groups for any organized use of the Arena).
- 5 Horseback Riding throughout Park & Outdoor Arena
- (a) Indoor Arena Day Pass Permit: \$20.00/day/horse
 - (b) Individual Riding Membership: \$200.00/year

- (c) Family Riding Membership (1 – 4 persons): \$500.00/year
- (d) Each Additional Family Member added to Family Riding Membership (5+ persons):
\$100.00/person/year
- (e) Trainer Membership: \$400.00/year
- (f) Trainer Day Fee: \$20.00/hour
- (g) Youth Membership: \$100.00/person who is under the age of eighteen, per year
- (h) Coggins Certificate must be on person during park use.
- (i) Liability waiver must be signed by each permit holder.
- (j) Permit must be displayed in vehicle and on person during park use.

6 Overnight Primitive Camping Site

- (a) \$20.00/night/vehicle
- (b) Permit must be displayed on vehicle.

7 Event Center Facilities (Full Day is 12 hours; Half Day is 6 hours)*

7.1 Large & Small Indoor Arena & VIP Booths:

- (a) Large Indoor Arena: Full Day, Monday – Thursday: \$400.00/day
- (b) Large Indoor Arena: Full Day, Friday – Sunday: \$900.00/day
- (c) Large Indoor Arena: Half Day, Monday – Thursday: \$225.00/day
- (d) Large Indoor Arena: Each Additional Hour: \$50.00/hour
- (e) Small Indoor Arena: Full Day, Monday – Thursday: \$200.00/day
- (f) Small Indoor Arena: Full Day, Friday – Sunday: \$350.00/day
- (g) Small Indoor Arena: Half Day, Monday – Thursday: \$100.00/day
- (h) Small Indoor Arena: Each Additional Hour: \$25.00/day
- (i) VIP Booth: Full Day: \$150.00/day/VIP Booth

7.2 Large & Small Special Event Center Rooms

- (a) Large Event Room: Full Day, Friday – Sunday: \$1,500.00/day
- (b) Large Event Room: Half Day, Friday – Sunday: \$800.00
- (c) Large Event Room: Full Day, Monday – Thursday: \$750.00
- (d) Large Event Room: Half Day, Monday – Thursday: \$500.00
- (e) Large Event Room: Special Event Room Each Additional Hour: \$75.00/hour
- (f) Small Event Room: Full Day, Friday – Sunday: \$800.00/day
- (g) Small Event Room: Half Day, Friday – Sunday: \$400.00/day
- (h) Small Event Room: Full Day, Monday – Thursday: \$400.00/day
- (i) Small Event Room: Half Day, Monday – Thursday: \$250.00/day
- (j) Small Event Room: Each Additional Hour: \$50.00/hour

7.3 Entire Event Center (excludes stalls and RV Hookups)

- (a) Full Day: \$3,000.00/day (does not include expansion)
- (b) Each Additional Hour: \$75.00/hour
- (c) Half Day: \$2000.00/day
- (d) Expansion: \$900.00/day

7.4 Vendor Hall/Front Porch

- (a) Full Day: \$400.00/day
- (b) Half Day: \$250.00/day
- (c) Each Additional Hour: \$35.00/hour

7.5 Concession Kitchen & Concession Stand

- (a) Concession Kitchen: Full Day: \$300.00/day
- (b) Concession Kitchen: Each Additional Hour: \$25.00
- (c) Concession Stand: Full Day: \$200.00/day
- (d) Concession Stand: Each Additional Hour: \$25.00/hour

7.6 Set-Up, Removal and Cleaning

- (a) Additional Panels including set-up: Hourly Staff Charge of \$25.00 Regular Time and \$45.00 Overtime
- (b) Hourly Staff Charge for Panel Set-Up: \$25.00/hour/staff member
- (c) Special Portable Bleacher set-up: \$100.00/set
- (d) Stage set-up or removal in Special Event Room(s): \$150.00/stage per event
- (e) Stage set-up in Arena(s): \$50.00/stage per event

7.7 Discounts

- (a) Large Indoor Arena Rental Fee: 50% off with 100+ stalls; 25% off with 50+ stalls
 - (b) Large Event Room Rental Fee: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (c) Small Event Room Rental Fee: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (d) Entire Event Center: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (e) Vendor Hall/Front Porch: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (f) Concession Kitchen or Stand: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
- Effective Date 08.24.23 (2023-26)
- (g) Entire Park: 50% off Thursday for setup day with Full Day Friday – Sunday Rental

8 Recreational Vehicle Site with Hook-Ups

- (a) Recreational Vehicle Site with 30 amp: \$45.00/day
- (b) Permit must be displayed on vehicle

9 Entire Park: All Facilities at Park (Entire Event Center, Outdoor Arena, Round Pen; Excludes Ranch House and Expansion)

- (a) Full Day: \$4,000.00
- (b) Each Additional Hour: \$75.00
- (c) Expansion: \$900.00/day

10 Equipment Rentals

- (a) Tables:
 - (i.) Onsite: \$8.00/day per table
 - (ii.) Offsite: \$16.00/day per table
- (b) Chairs: \$15.00/cart (25 chairs)/day
- (c) Drag Fees during Event (includes up to 4 drags): \$100.00/day
- (d) Water/Drag Additional Fee (includes 2 drags): \$100.00/event

- (e) Additional Drags Add On: \$25.00/drag
- (f) Arena Packing and Post Event Re-leveling: \$2000.00/event
- (g) Special Dirt Needs: TBD at assessment per event specifications
- (h) Jump Set (set up fees are additional): \$250.00/day
- (i) Jump Set Set-Up Fee: \$25.00/hour (one hour minimum)
- (j) Barrell Racing and Reining Drag Package: \$300.00/day
- (k) Bar: \$50.00/bar

11 Custodial Cleaning Fees: Includes trash bin service throughout the event, floor cleaning, facility consumables (i.e., paper towels, soap, toilet tissue). Excludes bulk trash that does not fit in the trash bin, table and chair setup and breakdown, and animal stalls and pens.

- (a) Event Park: \$250.00/day
- (b) Event Center Entire Facility: \$1000.00/event
- (c) Large Indoor Arena: \$350.0/day
- (d) Small Indoor Arena: \$150.00/event
- (e) Outdoor Arena: \$100.00/event
- (f) Large Special Event Room: \$350.00/event
- (g) Small Special Event Room: \$200.00/event
- (h) Vendor Hall/Front Porch: \$150.00/event
- (i) Concession Kitchen: \$150.00/event
- (j) Concession Stand: \$75.00
- (k) Fields/Trails: Determined by DSRP Manager
- (l) VIP Booth: \$25.00/booth/event
- (m) Civic Meeting Custodial (if serving food/drink): \$25.00/ event
- (n) Animal Stall/Pen Cleaning: Determined by DSRP Manager
- (o) Table Setup/Breakdown: Determined by DSRP Manager

12 Electrical Requests

- (a) Large Amp Plugs: \$35.00/box (plug)
- (b) Direct Plug into Transformer: \$50.00/plug
- (c) Extension Cords: \$40.00/item/event

13 Sound System

- (a) Audio/Visual Engineer: Fee TBD at assessment per event specifications.

14 Recreational Vehicle Dump

- (a) \$20.00/occurrence

15 Damages & Fines

- (a) No glass containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. Use of Glitter, Confetti, Fireworks, or PYROTECHNICS is strictly prohibited. This includes outdoor spaces. Failure to comply with this policy will result in a \$500.00 fine.
- (b) Events will be required to complete a damage waiver and complete a credit card

authorization form. In the event of any damage, the user will be contacted to either pay for the damages or, if the user does not pay the damages or is unavailable, the damage costs will be charged to the credit card on file.

16 Business Opportunities (non-peak)

- (a) Event Center Manager may allow rental available space (60 days from event) at 50% of base rental fee.
- (b) Event Center Manager may allow general use rental rate-booked 14 days or less days in advance for unused event space \$75.00 per hour/minimum 2 hours rental-maximum 4 hours rental.
- (c) Civic Meeting Rate (non-profit/governmental only) up to 4 hours: \$100.00 for 2 hours plus \$50.00 for each additional hour past 2 hours. Must be booked within 31 days of date of meeting.

17 Special Fees

- (a) Holiday Fee-Events booked on city holiday or holiday weekends: 20% additional fee per event.
- (b) After Hours Fee-Assessed to events that extend past event hours: \$50.00/hour/staff member. Event and breakdown must be completed prior to midnight or by the time that is specified in rental contract. Minimum of 2 staff members are required onsite.
Additional information related to business hours may be obtained by contacting the Event Center.

18 Special Events and Programming

- (a) Special fees for events, clinics, and programming may be set by the DSRP Board in consultation with the Parks and Community Services Director and DSRP Manager by written agreement to be executed by the City Administrator.

19 Parking Fees

- (a) Overnight Parking Fee: \$20.00/vehicle per night
- (b) Event Parking: \$5.00/vehicle per day



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: December 19, 2023

Agenda Item Wording: **Discuss and consider approval of a Fiscal Sponsorship Fund Agreement with the Dripping Springs Community Foundation related to charitable funding of Visitors Bureau programs and related Fiscal Sponsorship Guidelines. Sponsor: Council Member Sherrie Parks.**

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: The City absorbed the Dripping Springs Visitors Bureau earlier this year. During the winding up it was determined that some of the donations that the Visitors Bureau received, including for the Songwriters Festival, were required to be given and distributed by a 501(c)(3). In order to retain these funds and accept future funds that can only be given to a 501(c)(3), staff is recommending that the City enter into an agreement with the Dripping Springs Community Foundation. The Agreement:

1. Allows DSCF to accept donations for Visitors Bureau Programs;
2. Invest the funds; and
3. Pay the funds when requested by the City's Fund Advisory Board composed of Pam King, Lisa Sullivan, and Shawn Cox.

Commission Recommendations: N/A

Recommended Council Actions: Approval of Agreement and Guidelines

Attachments: Agreement; Guidelines

Next Steps/Schedule: If approved, the Visitors Bureau will transfer all non-hotel tax funds to the DSCF for use for Visitors Bureau programs as directed by the City. The priority is to get this done by the end of the year so that the DSVB nonprofit can wind up and avoid another tax year.



DRIPPING SPRINGS COMMUNITY FOUNDATION

Fiscal Sponsorship (Program) Fund Guidelines

One of the activities of the Dripping Springs Community Foundation (DSCF) is to facilitate charitable efforts that improve the Dripping Springs community and promote the spirit of philanthropy. DSCF's 501(c)(3) status with the IRS is a valuable asset and programs and organizations that we fiscally sponsor benefit from that tax-exempt status.

By having a Fund with DSCF, donations are tax deductible to the extent allowed by law. Money from fundraisers and sales are accepted, but are not always tax-deductible donations. We also pay expenses to the extent that cash is available in the Fund and for which we receive adequate documentation and authorization. The DSCF must be assured that the nature of the expense is allowable under IRS rules.

All assets held in the Fund legally belong to the DSCF and are reported as such on our financial statements and IRS Form 990. The DSCF does not provide payroll services or file employment tax returns.

- **ACCOUNTS:** All funds will be held at a bank or other financial institution as designated by the DSCF. Organizations are prohibited from maintaining other accounts that serve the same purpose of the fund held by the DSCF on behalf of the organization.
- **FUND ACTIVITY:** Annual statements will be provided to organizations that have a fiscal sponsorship fund with the DSCF. Statements will provide current balances as well as income received and expenses paid during the preceding period.
- **MINIMUM BALANCE:** A minimum balance of \$500 must be maintained at all times.
- **DEPOSITS:** Checks must be made payable to "Dripping Springs Community Foundation", with the Fund name in the memo line and mailed to DSCF, P.O. Box 1684, Dripping Springs, TX 78620.
- **THANK YOU LETTERS AND TAX RECEIPTS:** You will be notified in a timely manner of all donations received by DSCF on your behalf so that thank you letters may be sent by you. Please note that the IRS requires that a receipt be provided for any donation of \$250 or more, indicating whether any goods or services were provided to the donor in exchange for the donation; the Dripping Springs Community Foundation will generate this letter to the donor. This acknowledgement letter will state that your organization is sponsored by the Dripping Springs Community Foundation which is a 501(c)(3) non-profit organization (tax ID #74-2913771). Such letters are not required

for gifts of less than \$250, however, it is our practice to send them.

- **PAYROLL:** The DSCF does not provide payroll services and does not collect or submit payroll taxes. If an outside payroll service is used, the DSCF will submit payment to them if proper documentation is provided on a Request for Payment form.
- **RETURNED CHECKS:** Your account will be charged a \$30 fee for any returned checks, regardless of the reason for the return. You may seek reimbursement from the person who submitted the check, but DSCF will not do so.
- **EXPENSE REIMBURSEMENTS:** Please follow the guidelines set forth below for reimbursements.
 1. Reimbursements may be authorized only by the Fund Advisory Board.
 2. Expense requests must be submitted using the "Request for Payment" Form provided by DSCF. Requests must be made in writing and mailed to DSCF, P.O. Box 1684, Dripping Springs, Texas 78620.
 3. Requests must include receipts or invoices for expenses.
 4. Expense reimbursement checks are issued no less than once a month.
 5. For questions regarding reimbursements, please contact Janet Holland, Treasurer: Janet@loveranchtx.com; 512-496-5112.
- **LEADERSHIP CHANGES.** Your organization must notify the DSCF within seven (7) days of any changes in your designated officers. You must provide proof of election at any time an election has occurred.
- **TAX IDENTIFICATION:** No accounts (vendor, bank, etc.) can be opened using DSCF tax identification number. Detailed record keeping of individual purchases is your responsibility.
- **SPECIAL EVENTS/FUNDRAISERS:** Events require an Event Notification Form to be submitted to DSCF for approval prior to any public notice or publication of the event. Approval is required to ensure that all non-profit rules are followed by the organization. Prior to publication, all flyers, invitations and or announcements to be used must be submitted along with the Event Request Form. Raffles are not permitted.
- **SPECIAL EVENT INSURANCE:** An organization may need to purchase special event insurance naming the Dripping Springs Community Foundation as an Additional Insured. In addition, if alcohol is going to be served, the host organization must purchase liquor liability insurance. Such policies must be submitted to DSCF prior to the event date.
- **REQUIRED REPORTING:** Written reports of project activity must be provided to the DSCF twice a year, by July 31 for the January-June period, and by January 31 for the July-December period, including an evaluation of objectives and goals met or unmet.



DRIPPING SPRINGS COMMUNITY FOUNDATION

FISCAL SPONSORSHIP FUND AGREEMENT

This Fund Agreement (“Agreement”) is made by and between the Dripping Springs Community Foundation, a Texas non-profit corporation (“DSCF”), and the City of Dripping Springs, a municipal corporation of the State of Texas (CODS).

WITNESSETH:

WHEREAS, CODS has engaged DSCF to administer the funds of the Dripping Springs Visitors Bureau Fund.

WHEREAS, the DSCF, in furtherance of the charitable purposes and functions of the DSCF, has determined that it would serve the interests of the Dripping Springs community to establish a Fund to support the Visitors Bureau programs of the City of Dripping Springs.

WHEREAS, the DSCF is a Texas corporation exempt from federal income taxation pursuant to Sections 501(c)(3) and 170 (b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended (the “Code”), and is an appropriate community foundation within which to establish such a fiscal fund for the purpose of serving the needs and interests of the Central Texas community and promoting the well-being of the people of Central Texas; and

WHEREAS, the DSCF is willing and able to accept the Fiscal Sponsorship Fund subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows.

1. NAME OF FUND. The name of the Fund created hereby is the Dripping Springs Visitors Bureau Fund (the “Fund”).
2. PURPOSE OF THE FUND. The purpose of the Fund shall be to provide support for programs and events of the Dripping Springs Visitors Bureau of the City of Dripping Springs.
3. INCORPORATION OF GOVERNING INSTRUMENTS OF THE FOUNDATION. The DSCF agrees to hold and administer all contributions to the Fund under this Agreement, on the terms and subject to the conditions set forth in the DSCF governing instruments, including its articles of incorporation and bylaws, as amended from time to time, and any resolutions, procedures and guidelines from time to time in effect. All provisions of such governing instruments of DSCF and such resolutions, procedures and guidelines are incorporated into this Agreement and by this reference made a part hereof.
4. CONTRIBUTIONS. Any person or organization may make a contribution to DSCF for the purposes of the Fund by a transfer of cash or other assets to DSCF for additions, in

whole or in part, to the assets of the Fund. All contributions to the Fund shall be irrevocable and shall be used in furtherance of the purposes of the Fund.

5. USE OF THE FUND. Contributions made to the Fund, from time to time, shall be committed, granted or expensed for, or in furtherance of, the purpose of the Fund.

6. ADVISORY COMMITTEE. For purposes of this agreement, three individuals shall constitute the Advisory Committee: Lisa Sullivan, Pam King, and Shawn Cox. Fund shall notify the DSCF within seven (7) days of any changes made to the advisory committee or its officers. The Fund shall provide proof of election or selection of its officers or representatives at any time an election has occurred. Failure to make such notification may result in closure of the Fund and termination of this Agreement. DSCF shall have no role in the Advisory Committee other than disbursement of funds.

7. DISTRIBUTIONS. DSCF shall distribute such amounts of the Fund to those entities recommended by the Fund Advisory Committee. DSCF shall not undertake the responsibility of selecting recipients of the funds nor shall it seek any other involvement or purpose within the Fund.

8. TERMINATION. If (a) DSCF should determine (in its sole discretion) that continued compliance with the terms and provisions of this Agreement would be impossible or impractical or would be inconsistent with the charitable purposes of the DSCF, or (b) for any reason DSCF dissolves, ceases to exist or ceases to hold or administer the Fund or otherwise to function under this Agreement or (c) the Fund fails to adhere to the fiscal sponsorship guidelines as adopted by the DSCF, then the net assets of the Fund shall be distributed to one or more entities selected by DSCF which is (i) an organization exempt from taxation under Section 501 (c) (3) of the Code and (ii) not a private foundation under Section 509 (a) of the Code.

9. SEPARATE ACCOUNTING. The Fund shall be accounted for separately and apart from other funds of DSCF.

10. DSCF AS OWNER OF THE FUND. The Fund shall be the property of DSCF and shall be owned by it in its normal corporate capacity.

11. EXPENSES. As compensation for its services in administering and distributing the Fund, the DSCF will receive an administrative fee of \$200 per year, or 0.25% of the fair market value of the Fund on December 31 of the previous year, whichever is greater. The fee will be assessed in the first quarter of each year.

12. MINIMUM BALANCE AND INACTIVITY. The Fund is required to maintain a minimum balance of \$500 at all times, until such time as the Fund is closed. DSCF may distribute any funds in the Fund to DSCF's general fund (or any other fund at DSCF) if (a) the minimum balance of the Fund drops below \$500, and sufficient monies are not deposited in the Fund to meet the minimum balance within 30 business days after notifying one or more members of the Advisory Committee of the Fund's monetary deficiency; or (b) the Fund has no activity for a period of twenty-four months.

13. ACTIVITIES: The Dripping Springs Visitors Bureau Fund agrees to adhere to any and all program fiscal sponsorship fund guidelines as adopted from time to time by the DSCF.

14. LIABILITY Of DSCF. The DSCF shall incur no liability for anything done, or omitted, by the DSCF in connection with DSCF's duties hereunder, except for loss occasioned by the gross negligence or bad faith of DSCF. The duties of DSCF shall be only those specifically set forth herein, or hereafter agreed to by it in writing. The DSCF is not acting as a trustee and there are no attributes of a trust inherent in the relationship between the Fund and the DSCF.

15. DEFINITIONS. For purposes of this Agreement, "charitable purposes" include charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Code, contributions for which are deductible under Section 170(c)(2) of the Code. All references in this Agreement to the Code include all applicable regulations promulgated by the Internal Revenue Service under the Code.

IN WITNESS WHEREOF, DSCF and the Fund Contact have caused this Agreement to be executed as of the _____ day of _____, 20__.

(All signatures in blue ink.)

The Dripping Springs Community Foundation

By: _____

Address: PO Box 1684, Dripping Springs, TX 78620

And the

City of Dripping Springs (Dripping Springs Visitors Bureau Fund)

By Bill Foulds, Mayor, City of Dripping Springs

By _____

Address: 511 Mercer Street

Dripping Springs, Texas 78620



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, December 19, 2023

Agenda Item Wording: Discuss and consider approval of membership into the OMNIA Partners Cooperative purchasing agency.

Agenda Item Requestor:

Summary/Background:

Included in the FY 2024 Adopted budget is funding for the purchase and installation of solar light poles at Founders Park. Through their research, The Parks and Public Works Departments have determined the best product and price for these lights can be provided by First Light Technologies. The pricing is based on First Technologies Cooperative Purchasing Agreement with Omnia Partners.

Omnia Partners is a cooperative purchasing agency which conducts the necessary competitive bidding process for all their contracts. Members of Omnia can utilize the prices agreed to by Omnia and their contractors.

The city of Dripping Springs is eligible to join Omnia Partners and utilize its contracts. There is no cost for the City to join.

Omnia can provide cooperative purchasing opportunities similar to the Texas BuyBoard, of which the City is already a member.

Commission

Recommendations:

Recommended Council Actions: The Parks, Public Works and Finance Department recommended approval of the City membership into the OMNIA Partners Cooperative purchasing agency.

Attachments:

- Graybar-Omnia Partners Public Sector Overview
- 2023 Graybar – Omnia

Next Steps/Schedule: If authorized, City Administration will enter into an agreement with the recommended bank.



Jeff Peskuski - Strategic Contract Manager – Central U.S. Region
Government & Omnia Partners Public Sector Program
630-640-4905 jeff.peskuski@graybar.com

January 24, 2023

Graybar's Omnia Partners Public Sector / U.S. Communities Program:

<https://www.omniapartners.com/publicsector>

Graybar has been a long-term participant with Omnia Partners Public Sector / U.S. Communities, a cooperative purchasing organization serving the interests of government procurement. Omnia Partners helps facilitate state, local government and education agencies make purchases from existing bid awards through the use cooperative purchasing laws. We have a 23-year history as the awarded supplier for electrical & communication products for the Omnia Partners / U.S. Communities program. Graybar has over 20,000 current customers throughout the United States utilizing the program. Our contract participants invest less time and money in the procurement process, leveraging the work of other schools, cities, counties and state agencies nationwide. Omnia Partners and Graybar offer this contract pricing to agencies that register to participate through the Omnia website.

"Omnia Partners Public Sector / U.S. Communities is a Government Cooperative Purchasing program that was developed for Government by Government." Think of Omnia Partners as a contract manager who develops, coordinates and maintains lead agency solicited contracts on behalf of local government entities nationwide. The Omnia Partners / U.S. Communities program provides an alternative to multiple bid processes by establishing a competitively bid contract through a single lead agency. These contracts offer local Government customers no cost, non-binding and competitively priced national contracts that are easy to use, and in the Government customers case, gives a legal option to the three-bid process. Graybar's contract is based on the award from the City of Kansas City, MO.

Contract Information:

- Information on Graybar can be found at: www.graybar.com
- Most contract information is at www.graybar.com/omniapartners or at <https://www.omniapartners.com/graybar>
- Internally: All contract information, including pricing schedules and marketing documents, can be found in Sales Force or InfoSource at Departments > Corporate Sales > Omnia Partners - U.S. Communities. Price schedules are available to entity customers upon request

- Questions regarding Graybar's program can be directed to: Jeff Peskuski | Strategic Contract Manager | 630-640-4905 | jeff.peskuski@graybar.com

Graybar Omnia Partners Public Sector / U.S. Communities contract #: EV2370

Electrical, Lighting, Automation, IT/ Communications, Broadband, Networking, Wireless, Security Products and All Related Products, Services and Solutions.

Contract Highlights:

- Lead Public Agency: City of Kansas City
 - Term: Contract valid through Jan 31, 2025 with two remaining (2) year extension options
- Electrical / Lighting & IT-Communication / Broadband / Networking / Security contracts consolidated into one contract. Contract #: EV2370
- Tiered volume incentive for entities paid annually. Details located in the City of Kansas City master agreement.
- Services are available under this contract.

Eligible Agencies Include:

- State Agencies, Counties, Cities, Towns and Villages
- Specials Districts: Water, Municipal Utility, COOPS & ISPs, Airports, Transportation, Park Districts
- Public and Private Higher Education
 - Colleges, Universities, Technical Schools
- K-12 School Districts, Charter Schools & Other
- Non-Profits including Public Cooperatives, Churches, Education, Hospitals, YMCA & Other

Graybar Products Offered:

- **Electrical:** A complete and comprehensive offering of wholesale electrical supplies such as, but not limited to:
 - Conduit, Wire, Boxes, Fittings, Devices, Enclosures, Fuses, Power Distribution and Control and Related General Electrical Materials
- **Lighting:** A complete and comprehensive offering of wholesale lighting products such as, but not limited to:
 - Lamps, Ballasts, Fixtures, Controls, all related Lighting and LED Products
- **Automation:** A complete and comprehensive offering of wholesale Automation products such as, but not limited to:
 - Control, Logic, Automation, PLCs & Drives
- **IT / Communication, Broadband, Networking, Wireless & AV:** A complete and comprehensive offering of wholesale IT / communication, networking, broadband Infrastructure (FTTx), Audio Visual and Wireless supplies such as, but not limited to:
 - Networking & Wireless, Fiber Cabling & Hardware, Copper/Fiber Cabling, Connectivity and Termination, Electronics, Power Backup & Power Protection, Racks, Cabinets, Duct and Enclosures, Raceway, and Wire-Way

- **Security:** A complete and comprehensive offering of wholesale security products such as, but not limited to:
 - Cameras, Monitoring, Entrance Protection, Paging, Notification, Fire, and Intrusion
- **Related Maintenance, Repair and Operation (MRO) and Other Hard To Find Products:** A complete and comprehensive offering of related wholesale MRO and other products to support agency specific needs

Graybar Value Added / Vendor Managed Services:

- Our contract has a complete and comprehensive offering of value-added and vendor managed services to support products covered in our program.
- Services may be limited based on States general contractor license requirements or local jurisdiction mandates.
 - Services include but are not limited to: Inventory, Assessment, Engineering (to support contract products), Analysis, Engineering, Retro-Fit, Repair, Renovation, Installation, Start-Up, Testing, Emergency Preparedness or Recovery, Training, Integrated Services and Other Related Services to support the products we distribute through our contract.
 - Supply Chain - Logistical and Managed Services
 - Typical projects under the contract include:
 - Lighting & LED, Energy Management & Power Distribution, FTTH Broadband, Start-Up & Commissioning, Repair & Retrofit, Test & Certification, Power Conditioning & Back-Up, Data Center & Technology Upgrades, Security, Wireless, Systems Integration & Testing.
 - Services will be provided through established relationships we have with existing suppliers, contractors, integrators or agency preferred companies.
 - Costing for these services are set at a Not to Exceed Cost Plus 26%.
 - Pricing will be determined by the size and scope of the project and level of Graybar's involvement.

Jeff Peskuski
 Graybar Strategic Contract Manager
 Government & Cooperative Programs

Serving State & Local Government, Education, Special Districts, and Non-Profits

Graybar is the awarded supplier of electrical, lighting, data communications and security products and related products, services and solutions through OMNIA Partners, Public Sector, the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement.

CONTRACT # EV2370

Electrical, Lighting, Data/Communication, Broadband & Utility, Networking, Wireless, Security and Related MRO Supplies.
Service Solutions to Support Products

Why OMNIA Partners, Public Sector, through Graybar?

We are a leading distributor of electrical, lighting, data/communications, networking, security and related MRO products. With 300+ locations across North America, Graybar is a local distributor backed by the strength of a FORTUNE 500 company.

The Graybar-OMNIA Partners, Public Sector Program:

- Satisfies solicitation requirements
- Lead public agency managed contracts
- No cost to participate
- Contracts allow your organization to maximize savings on the products you need while reducing procurement time.
- Ensures accurate contract pricing, terms and agency specific requirements.

Eligible Agencies

- State Agencies, Counties, Cities, Towns and Villages
- Specials Districts: Water, MUD's, Transportation, Airports
- Public and Private Higher Education
 - » Colleges, Universities, Technical Schools
- Public and Private K-12
 - » School Districts, Charter Schools and Other
- Non-Profits: Churches, Education, Healthcare and Other
- Tribal Organizations

Value Added Services

A complete and comprehensive offering of value added services to support the products included in our contract. Services may include, but not limited to: assessment, repair, renovation, installation, testing, inventory, emergency, recovery, training and other related services that may be offered through Graybar.

eCommerce – Inventory Management

Connect with Graybar through Graybar.com, private marketplaces or PunchOut. Graybar supports our customer's eProcurement initiatives by interfacing with a variety of ERP systems, software providers and marketplaces. We make it easy for customers to find products, place orders, check on transactions and much more – 24/7.

Customer Focus

Graybar has developed an unmatched selection of value added services and solutions to support the products we distribute daily. We are committed to satisfying our customers through delivery of consistent, reliable and quality service.

Graybar Financial Services

Graybar Financial Services® (GFS) can provide states, local governments and educational institutions financing for products covered in our contract and related services, whether for volume purchases, projects, or otherwise.

How to Register

Simply register at www.omniapartners.com/publicsector.

Registration does not obligate you to purchase through the program, but it does introduce you to a wide range of products and services at outstanding prices.

Graybar Program Managers

Rob Rhoads, East ▪ (202) 445-8992 ▪ robert.rhoads@graybar.com

Jeff Peskuski, Central ▪ (630) 640-4905 ▪ jeff.peskuski@graybar.com

Adam Sass, West ▪ (925) 216-2858 ▪ adam.sass@graybar.com

Contracts: Products and Services

Electrical and MRO



Power Distribution



Motor and Power Control



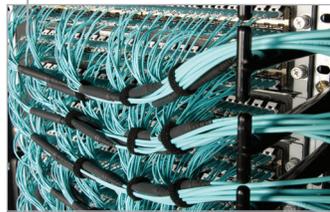
Plant, Industrial and Utility Products



Voice and Data Communication



Fiber and Copper Cable and Connectivity



Wireless and Mobile Communication



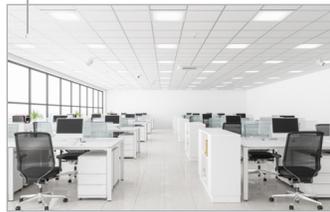
Broadband Products



Lamps and Lighting Products



LED Indoor/Outdoor Lighting



Energy Management and Lighting Controls



Metering, Tools and Testing



Security Products



Entrance Protection



Paging and Notification



Audio/Visual Products



Inventory and Stores Solutions



Safety



eBusiness



Recycling Services



PROUD MEMBER OF THE:





DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Interim Deputy City Administrator 

Date: November 7, 2023

RE: FY 2024 Proposed Budget Amendment #1

Utilities Fund:

Revenues:

- Balance Fwd. has increased **\$652,733.00** (From \$6,543,772.62 to 7,196,505.62)
 - It was anticipated that the Reimbursement to Caliterra for oversizing the West Interceptor would be made in FY 2023. This payment was not made before September 30, 2023, which has allowed the fund balance to be increased. This increase will be used to make the reimbursement this year.
- Developer Reimbursed Costs has increased **\$67,788.29** (From \$927,000.00 to \$994,788.29)
 - This increase is being provided from Caliterra's payment of fees associated with professional services provided by the City (engineering, attorney, etc. fees).

Expenditures:

- Reimbursement to Caliterra Oversize of West Interceptor has been added in the amount of **\$670,464.62.**
 - As mentioned above, it was anticipated that this would be completed in FY 2023. This expenditure is being covered by an increase to the Beginning Fund Balance and greater than anticipated developer reimbursed costs.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2023-_____

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 Utilities Fund; 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:

Utilities Fund:

Revenues:

- Balance Fwd. has increased **\$652,733.00** (From \$6,543,772.62 to 7,196,505.62)
- Developer Reimbursed Costs has increased **\$67,788.29** (From \$927,000.00 to \$994,788.29)

Expenditures:

- Reimbursement to Caliterra Oversize of West Interceptor has been added in the amount of **\$670,464.62.**

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 19th day of December 2023 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:

Andrea Cunningham, City Secretary

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
CITY - GENERAL FUND				
Balance Forward	3,712,517.47	3,804,637.39		
Revenue				
AD Valorem	3,389,487.36	3,389,487.36		-
AV P&I	4,000.00	4,000.00		-
Sales Tax	3,800,000.00	3,800,000.00		-
Mixed Beverage	75,000.00	75,000.00		-
Alcohol Permits	9,000.00	9,000.00		-
Fire Inspections	50,000.00	50,000.00		-
Bank Interest	50,000.00	50,000.00		-
Development Fees:				-
- Subdivision	638,875.00	638,875.00		-
- Site Dev	850,000.00	850,000.00		-
- Zoning/Signs/Ord	65,000.00	65,000.00		-
Building Code	1,500,000.00	1,500,000.00		-
Transportation Improvements Reimbursements	240,000.00	240,000.00		-
Solid Waste	45,000.00	45,000.00		-
Health Permits/Inspections	75,000.00	75,000.00		-
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				-
TXF from WWU				-
TXF from TIRZ	100,558.00	100,558.00		-
TXF from Sidewalk Fund				-
FEMA	-	-		-
CARES Act	-	-		-
Opioid Abatement	-	-		-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-		-
Total	14,654,837.83	14,746,957.75		-
Expense				
Supplies	35,000.00	35,000.00		-
Office IT Equipment and Support	139,499.00	139,499.00		-
Software Purchase, Agreements and Licenses	192,000.00	192,000.00		-
Website	6,800.00	6,800.00		-
Communications Network/Phone	58,395.84	58,395.84		-
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	5,500.00		-
- Office Water	650.00	650.00		-
- Stephenson Electric	1,500.00	1,500.00		-
- Stephenson Water	500.00	500.00		-
Transportation:				-
- Improvement Projects	1,140,000.00	1,140,000.00		-
- Street & ROW Maintenance	211,005.00	211,005.00		-
- Street Improvements	660,000.00	660,000.00		-
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		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
Maintenance Supplies	6,500.00	6,500.00		-
Fleet Acquisition	361,000.00	361,000.00		-
Fleet Maintenance	78,020.00	78,020.00		-
City Hall Improvements	556,000.00	556,000.00		-
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	92,025.00		-
- OFR Grant Writer				-
- Planning Consultant	165,000.00	257,119.92		-
- Land Acquisition	10,000.00	10,000.00		-
- 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	79,200.00		-
- Emergency Equipment Fire & Safety	996.00	996.00		-
- Emergency Mgt PR	2,000.00	2,000.00		-
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00		-
- Emergency Management Other	-	-		-
- Animal Control	3,400.00	3,400.00		-
Public Relations	15,300.00	15,300.00		-
Postage	3,500.00	3,500.00		-
TML Insurance:				-
- Liability	27,277.00	27,277.00		-
- Property	48,810.00	48,810.00		-
- Workers' Comp	34,656.00	34,656.00		-
Dues, Fees, Subscriptions	31,500.00	31,500.00		-
Public Notices	2,000.00	2,000.00		-
City Sponsored Events				-
Election	8,000.00	8,000.00		-
Salaries	3,238,716.65	3,238,716.65		-
Taxes	259,605.82	259,605.82		-
Benefits	279,323.88	279,323.88		-
Retirement	185,186.55	185,186.55		-
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	37,500.00		-
- Engineering	70,000.00	70,000.00		-
- Special Counsel and Consultants	49,000.00	49,000.00		-
- Muni Court	15,500.00	15,500.00		-
- Bldg. Inspector	750,000.00	750,000.00		-
- Fire Inspector	40,000.00	40,000.00		-
- Health Inspector	60,000.00	60,000.00		-
- Architectural and Landscape Consultants	5,000.00	5,000.00		-
- Historic District Consultant	13,500.00	19,750.00		-
- Lighting Consultant	2,000.00	2,000.00		-
- Human Resource Consultant	28,306.00	28,306.00		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
Training/CE	84,158.93	84,158.93		-
Employee Engagement	20,000.00	20,000.00		-
Meeting Supplies	12,700.00	12,700.00		-
Code Publication	5,200.00	5,200.00		-
Mileage	2,000.00	2,000.00		-
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		-
TXF to Reserve Fund	500,000.00	500,000.00		-
TXF AV to TIF	668,644.77	668,644.77		-
TXF to TIRZ				-
Sales Tax TXF to WWU	760,000.00	760,000.00		-
SPA & ECO D TXF	218,880.00	218,880.00		-
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	16,679.31		-
Total	13,128,993.66	13,227,363.58		-
PARKS - GENERAL FUND				
Revenue				
Sponsorships and Donations	5,000.00	5,000.00		
City Sponsored Events				
Programs and Events	22,600.00	22,600.00		
Community Service Permit Fees	1,800.00	1,800.00		
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	6,000.00		
Reimbursement of Utility Costs				
TXF from HOT Fund	-	-		
TXF from Parkland Dedication	541,480.00	541,480.00		
TXF from Parkland Development				
TXF from Landscaping Fund	3,000.00	3,000.00		
TXF from Contingency Funds				
TXF from DSRP				
TXF from CLFRF	-	-		
Total Revenue	655,980.00	655,980.00		-
Expense				
Other	13,320.00	13,320.00		
Park Consultants				
Dues Fees and Subscriptions	3,402.00	3,402.00		
Advertising & Marketing	16,250.00	16,250.00		
Total Other	32,972.00	32,972.00		-
Public Improvements				
All Parks	156,500.00	156,500.00		
Triangle Improvement	-	-		
Rathgeber Improvements	215,000.00	215,000.00		
Founders Park	597,000.00	597,000.00		
Founders Pool				

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
Skate Park	150,000.00	150,000.00		
S & R Park	54,000.00	54,000.00		
Charro Ranch Park	600.00	600.00		
Total Improvements	1,173,100.00	1,173,100.00		-
Utilities				
Portable Toilets	7,250.00	7,250.00		
Triangle Electric	500.00	500.00		
Triangle Water	500.00	500.00		
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	5,000.00		
Pool Phone/Network	3,040.00	3,040.00		
FMP Pool Propane	13,250.00	13,250.00		
Total Utilities	59,608.00	59,608.00		-
Maintenance				
General Maintenance (All Parks)	9,000.00	9,000.00		
Trail Washout repairs				
Equipment Rental	1,000.00	1,000.00		
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				
Total Maintenance	117,160.00	117,160.00		-
Supplies				
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	600.00		
S&R Supplies	400.00	400.00		
Total Supplies	61,825.00	61,825.00		-
Program Staff				
Camp Staff				
Program Event Staff	27,801.76	27,801.76		
Aquatics Staff	130,642.09	130,642.09		
Total Staff Expense	158,443.85	158,443.85		-
Total Parks Expenditures	1,603,108.85	1,603,108.85		-
FOUNDERS DAY - GENERAL FUND				
Balance Forward	46,869.01	46,869.01		
Revenue				
Craft booths/Business Booths	6,250.00	6,250.00		
Food booths	1,300.00	1,300.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
BBQ cookers	4,600.00	4,600.00		
Carnival	14,000.00	14,000.00		
Parade	4,000.00	4,000.00		
Sponsorship	90,000.00	90,000.00		
Parking concession	1,000.00	1,000.00		
Electric	3,300.00	3,300.00		
Misc.				
TXF from General Fund				
Total	171,319.01	171,319.01		-
Expense				
Publicity	2,500.00	2,500.00		
Porta-Potties	15,000.00	15,000.00		
Security	35,000.00	35,000.00		
Health, Safety & Lighting	30,500.00	30,500.00		
Transportation	7,000.00	7,000.00		
Barricades/Traffic Plan	6,500.00	6,500.00		
Bands/Music/Sound	22,500.00	22,500.00		
Clean Up	20,000.00	20,000.00		
FD Event Supplies	7,750.00	7,750.00		
Sponsorship	6,000.00	6,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,400.00	4,400.00		
Electricity	2,000.00	2,000.00		
FD Electrical Setup	225.00	225.00		
Contingencies	-	-		
Total expenses	160,025.00	160,025.00		-
Balance Forward	11,294.01	11,294.01		-
ECLIPSE - 2024				
Revenue				
Sponsorships				
- Sunblock Party	20,000.00	20,000.00		
- Glasses	5,000.00	5,000.00		
- Misc. Sponsorships	5,000.00	5,000.00		
Sales				
- Glasses	12,000.00	12,000.00		
- T-Shirts	3,500.00	3,500.00		
- Other	2,000.00	2,000.00		
TXF from HOT	62,709.00	62,709.00		
Total	110,209.00	110,209.00		-
Expense				
Merchandise				
- Glasses	14,139.00	14,139.00		
- 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	32,670.00		
Block Party	28,500.00	28,500.00		
Other	25,400.00	25,400.00		
Total expenses	110,209.00	110,209.00		-

CONSOLIDATED GENERAL FUND**Revenue**

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
City	14,654,837.83	14,746,957.75		
Parks	655,980.00	655,980.00		-
Founders	171,319.01	171,319.01		-
Eclipse	110,209.00	110,209.00		-
Total	15,592,345.84	15,684,465.76		-
Expense				
City	13,128,993.66	13,227,363.58		
Parks	1,603,108.85	1,603,108.85		-
Founders	160,025.00	160,025.00		-
Eclipse	110,209.00	110,209.00		-
Total Expense	15,002,336.50	15,100,706.42		-
Balance Forward	590,009.34	583,759.34		-

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	31,438.39	31,438.39		
Revenue				
FM Sponsor	4,000.00	4,000.00		
Grant Income	1,000.00	1,000.00		
Booth Space	70,000.00	70,000.00		
Applications	1,800.00	1,800.00		
Membership Fee	2,000.00	2,000.00		
Interest Income	1,300.00	1,300.00		
Market Event/Merch.	1,000.00	1,000.00		
Transfer from General Fund	16,679.31	16,679.31		
Total	129,217.70	129,217.70		-
Expense				
Advertising	4,700.00	4,700.00		
Market Manager	56,968.21	56,968.21		
Market Specialist				
Payroll Tax Expense	4,610.07	4,610.07		
DSFM Benefits	6,676.72	6,676.72		
Retirement	3,363.97	3,363.97		
Entertainment& Activities	3,000.00	3,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Market Event	-	-		
Training	100.00	100.00		
Office Expense	200.00	200.00		
Supplies Expense	-	-		
Network & Phone	200.00	200.00		
Cleaning & Maintenance	2,200.00	2,200.00		
Other Expense	-	-		
Capital Fund				
Contingency Fund	500.00	500.00		
Transfer to Reserve Fund	35,000.00	35,000.00		
Total Expense	117,718.98	117,718.98		-
Balance Forward	11,498.72	11,498.72		-

PARKLAND DEDICATION FUND

Balance Forward	564,405.81	564,405.81		
Revenue				
Parkland Fees	-	-		
Total Revenue	564,405.81	564,405.81		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
Expense				
Park Improvements	541,480.00	541,480.00		
TXF to AG Facility				
Master Naturalists				
Total Expenses	541,480.00	541,480.00		-
Balance Forward	22,925.81	22,925.81		-

PARKLAND DEVELOPMENT FUND

Balance Forward	-			
Revenue				
Parkland Development Fees				
Total Revenue	-			

Expense				
Transfer to Parks				
Total Expenses	-			
Balance Forward	-			

AG FACILITY FUND

Balance Forward	-			
Revenue				
Ag Facility Fees				
Total Revenues	-			

Expense				
TXF to DSRP				
Total Expense	-			
Balance Forward	-			

LANDSCAPING FUND

Balance Forward	624,827.64	624,827.64		
Revenue				
Tree Replacement Fees				
Total Revenues	624,827.64	624,827.64		-

Expense				
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		
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		
Total Expense	30,300.00	46,500.00		-
Balance Forward	594,527.64	578,327.64		-

SIDEWALK FUND

Balance Forward	1,497.00	1,497.00		
Revenue				

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	
Fees	-			
Total Revenues	1,497.00	1,497.00		-
Expense				
Expense	-			
Total Expense	-			
Balance Forward	1,497.00	1,497.00		-

DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	242,088.02	242,088.02		
Revenue				
Stall Rentals	37,200.00	37,200.00		
RV/Camping Site Rentals	19,000.00	19,000.00		
Facility Rentals	113,500.00	113,500.00		
Equipment Rental	6,000.00	6,000.00		
Sponsorships & Donations	52,275.00	52,275.00		
Merchandise Sales	22,065.20	22,065.20		
Riding Permits	9,500.00	9,500.00		
Staff & Misc. Fees	4,000.00	4,000.00		
Cleaning Fees	25,000.00	25,000.00		
General Program and Events:				
- Riding Series	35,000.00	35,000.00		
- Coyote Camp	137,100.00	137,100.00		
- Misc. Events	2,000.00	2,000.00		
- Progaming	15,100.00	15,100.00		
- Concert Series				
- Ice Rink	329,425.00	320,625.00		
Other Income	500.00	500.00		
Interest	2,000.00	2,000.00		
TXF from Ag Facility				
TXF from HOT	300,000.00	308,800.00		
TXF for RV/ Parking Lot HOT				
TXF from General Fund				
TXF from Landscape Fund				
TXF from PEG				
TXF from General Fund CLFRF				
Total Revenue	1,351,753.22	1,351,753.22		-
Expense				
Advertising	15,000.00	15,000.00		
Office Supplies	10,000.00	10,000.00		
Postage	-	-		
DSRP On Call	10,400.00	10,400.00		
Camp Staff	108,246.48	108,246.48		
Network and Communications	14,518.00	14,518.00		
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	13,545.00		
Uniforms	3,500.00	3,500.00		
Ranch House Supplies	1,000.00	1,000.00		
Dues, Fees and Subscriptions	5,127.50	5,127.50		
Mileage	500.00	500.00		
Equipment	20,000.00	20,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
House Equipment				
Equipment Rental	2,000.00	2,000.00		
Equipment Maintenance	25,000.00	25,000.00		
Portable Toilets	2,500.00	2,500.00		
Electric	60,000.00	60,000.00		
Water	7,000.00	7,000.00		
Septic	750.00	750.00		
Lift Station Maintenance	12,000.00	12,000.00		
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	-	-		
Alarm	6,660.00	6,660.00		
Stall Cleaning & Repair	4,000.00	4,000.00		
Training and Education	12,400.00	12,400.00		
General Program and Events:				
- Riding Series	32,000.00	32,000.00		
- Coyote Camp	16,000.00	16,000.00		
- Misc. Events	700.00	700.00		
- Programing	8,000.00	8,000.00		
- Concert Series				
- Ice Rink	242,719.40	242,719.40		
Other Expense	20,000.00	20,000.00		
Improvements	355,000.00	355,000.00		
Tree Planting				
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	-	-		
Fleet Maintenance	5,500.00	5,500.00		
General Maintenance and Repair	155,697.24	155,697.24		
Grounds and General Maintenance	21,690.00	21,690.00		
House Maintenance	10,000.00	10,000.00		
HCLE	13,200.00	13,200.00		
Merchandise	17,065.20	17,065.20		
RV/Parking Lot				
TXF to Vehicle Replacement Fund	32,145.00	32,145.00		
Total Expenses	1,331,363.82	1,331,363.82		-
Balance Forward	20,389.40	20,389.40		-

HOTEL OCCUPANCY TAX FUND

Balance Forward	549,203.99	549,203.99		
Revenues				
Hotel Occupancy Tax	800,000.00	800,000.00		
Interest	7,200.00	7,200.00		
Total	1,356,403.99	1,356,403.99		-

Expenses				
Advertising	-	-		
Christmas Lighting Displays	27,290.00	27,290.00		
City Sponsored Events				
Historic Districts Marketing	-	-		
Signage	8,840.00	8,840.00		
Arts	20,000.00	20,000.00		
Lighting	-	-		
Dues and Fees	12,000.00	12,000.00		
TXF to Debt Service	88,487.50	88,487.50		
RV/ Parking Lot				

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
Software	8,000.00	8,000.00		
TXF to General Fund	62,709.00	62,709.00		
TXF to DSVB	233,072.73	233,072.73		
TXF to Event Center	300,000.00	308,800.00		
Grants	39,885.00	39,885.00		
Total expenses	800,284.23	809,084.23		-
Balance Forward	556,119.76	547,319.76		-

VISITORS BUREAU

Balance Forward	-	-		
Revenue				
Fees				
- Brewers Fest	1,000.00	1,000.00		
- Wedding Showcase	14,000.00	14,000.00		
Ticket Sales				
- Brewers Fest	12,000.00	12,000.00		
- Dripping with Taste	5,000.00	5,000.00		
- Songwriter's Festival	8,500.00	8,500.00		
Merchandise				
- Brewers Fest	1,000.00	1,000.00		
- Songwriters Festival	5,000.00	5,000.00		
- Eclipse	2,000.00	2,000.00		
Sponsorships & Donations				
- Songwriter's Festival	78,000.00	78,000.00		
Grants	-	-		
TXF from HOT Fund	233,072.73	233,072.73		
Total	359,572.73	359,572.73		-

Expense

Personnel				
- Salaries	144,350.00	144,350.00		
- Taxes	11,546.78	11,546.78		
- Benefits	13,430.08	13,430.08		
- TMRS	8,523.87	8,523.87		
Dues, Fees and Subscriptions	3,525.00	3,525.00		
Advertising & Marketing	20,053.00	20,053.00		
Supplies	1,800.00	1,800.00		
IT Equipment & Support	-	-		
Software	25,260.00	25,260.00		
Training & Education	3,000.00	3,000.00		
Professional Services				
- Marketing Consultant	5,000.00	5,000.00		
Utilities				
- Water				
- Electricity	650.00	650.00		
- Phone/Network				
Website	7,150.00	7,150.00		
Office Maintenance/Repairs	13,740.00	13,740.00		
Postage	250.00	250.00		
Other	7,214.00	7,214.00		
Brewers Fest	7,680.00	7,680.00		
Dripping with Taste	4,700.00	4,700.00		
Songwriter's Festival	68,700.00	68,700.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
Wedding Showcases	13,000.00	13,000.00		
Total expenses	359,572.73	359,572.73		-
Balance Forward	-	-		-

UTILITY FUND

Balance Forward	6,393,898.25	6,543,772.62	7,196,505.62	652,733.00
Wastewater				
Revenue				
TXF from TWDB	14,715,000.00	14,715,000.00		
Wastewater Service	1,478,767.68	1,478,767.68		
Late Fees/Rtn check fees	9,600.00	9,600.00		
Portion of Sales Tax	760,000.00	760,000.00		
Delayed Connection Fees	5,000.00	5,000.00		
Line Extensions				
Transfer fees	-	-		
Overuse fees	335,135.58	335,135.58		
Reuse Fees	204,350.00	204,350.00		
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest				
Other Income				
Water Income				
Developer Reimbursed Costs	927,000.00	927,000.00	994,788.29	67,788.29
TXF from General Fund				
Total Revenues	18,494,853.26	18,494,853.26	994,788.29	67,788.29

Expense

Administrative and General Expense:

- Regulatory Expense				
- Planning and Permitting	5,000.00	5,000.00		

Engineering:

- Engineering & Surveying				
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00		
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00		
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00		
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		
- Water Planning 1982-001	5,000.00	5,000.00		
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		
- Parallel West Interceptor Design& Cost				
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00		
- 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	100,000.00		
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00		
- Cannon Tract - 1842-001	2,000.00	2,000.00		
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00		
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00		
- Driftwood Creek PR & Const Phase Services - 1917-001	75,000.00	75,000.00		
- Cannon/Cynosure/Double L Water CCN App. - 2007-001	5,000.00	5,000.00		
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00		
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00		
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00		
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-2	60,000.00	60,000.00		
- TLAP Renewal application				

System Operations and Maintenance:

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
- Routine Operations	87,000.00	87,000.00		
- Non-Routine Operations	85,800.00	85,800.00		
- System Maintenance & Repair	24,000.00	166,270.14		
- Chlorinator Maintenance	3,900.00	3,900.00		
- Chlorinator Alarm	1,300.00	1,300.00		
- Odor Control	26,000.00	26,000.00		
- Meter Calibrations	2,730.00	2,730.00		
- Lift Station Cleaning	27,300.00	27,300.00		
- Jet Cleaning Collection lines	27,360.00	27,360.00		
- Drip Field Lawn Maintenance	10,000.00	10,000.00		
- Drip Field Maint & Repairs	20,000.00	20,000.00		
- Drip Field Meter Box Replacement	-	-		
- Lift Station repairs	27,300.00	27,300.00		
- Autodialer Replacement	-	-		
- Lift Station Preventative Maintenance	9,700.00	9,700.00		
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00		
- Chemicals	15,000.00	15,000.00		
- Electricity	80,000.00	80,000.00		
- Laboratory Testing				
- Sludge Hauling	150,000.00	150,000.00		
- 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	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 Lawn Maintenance	44,000.00	44,000.00		
- 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		
- Capital Projects	2,029,109.57	2,029,109.57		
Other Expense	85,000.00	85,000.00		
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		
Other:				
- Reimbursement to Caliterra Oversize of West Intercept	-	-	670,464.62	670,464.62
TWDB Engineering:				
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00		
- East Interceptor 1951-001	125,000.00	125,000.00		
- Effluent HP 1952-001	175,000.00	175,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
- 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	30,000.00		
Miscellaneous:				
- Consultants and Legal	230,000.00	230,000.00		
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		
Total Expense	22,797,960.57	22,940,230.71	670,464.62	670,464.62

WATER				
Revenue				
Fees:				
- Tap Fees				
- Impact Fees				
- Meter Set Fees	5,000.00	5,000.00		
- Disconnect Fees				
- Equipment Fees	36,200.00	36,200.00		
- Inspection Fees	5,000.00	5,000.00		
Rates:				
- Base Rate	63,840.00	63,840.00		
- Usage	100,000.00	100,000.00		
- Penalties				
Other Revenues	6,000.00	6,000.00		
TXF from Wastewater Fund	-	-		
Total Revenue	216,040.00	216,040.00		-

Expense				
Administrative and General Expense:				
- Regulatory Expense	-	-		
- Planning and Permitting	-	-		
System Operations and Maintenance:				
- Routine Operations	25,000.00	25,000.00		
- Non Routine Operations	10,000.00	10,000.00		
- System Maintenance & Repair	20,000.00	22,210.11		
- Laboratory Testing	-	-		
- Supplies	50,000.00	52,368.61		
Operating and Maintenance	-	-		
Total Expense	105,000.00	109,578.72		-

OPERATIONS				
Revenues				
PEC	130,000.00	130,000.00		
ROW Fees	6,000.00	6,000.00		
Cable	130,000.00	130,000.00		
TX Gas Franchise Fees	3,000.00	3,000.00		
Interest	60,000.00	60,000.00		
TXF from General Fund	-	-		
Total Revenue	329,000.00	329,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	352,560.00	352,560.00		
- Legal Fees	50,000.00	50,000.00		
- Auditing	10,000.00	10,000.00		
- Software	15,313.00	15,313.00		
- IT Equipment & Support	4,340.00	4,340.00		
Systems Operations and Maintenance:				
- Phone/Network	16,250.00	16,250.00		
- Equipment	53,000.00	53,000.00		
- Equipment Maintenance	10,000.00	10,000.00		
- Fleet Acquisition	62,000.00	62,000.00		
- Fleet Maintenance	12,000.00	12,000.00		
- Fuel	20,000.00	20,000.00		
- Laboratory Testing	30,000.00	30,000.00		
Other Expense				
Uniforms	7,470.00	7,470.00		
Training	13,305.00	16,330.51		
Dispatch	3,000.00	3,000.00		
Salaries	527,345.98	527,345.98		
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		
Total Expense	1,330,061.17	1,333,086.68		-

CONSOLIDATED UTILITY FUND

Revenue				
Balance Forward	6,393,898.25	6,543,772.62	7,196,505.62	652,733.00
Wastewater	18,494,853.26	18,494,853.26	18,562,641.55	67,788.29
Water	216,040.00	216,040.00	-	-
Operations	329,000.00	329,000.00	-	-
Total	25,433,791.50	25,583,665.88		720,521.29
Expense				
Wastewater	22,797,960.57	22,940,230.71	670,464.62	670,464.62
Water	105,000.00	109,578.72	-	-
Operations	1,330,061.17	1,333,086.68	-	-
Total Expense	24,233,021.74	24,382,896.11		670,464.62
Balance Forward	1,200,769.76	1,200,769.76		50,056.67

TWDB FUND

Balance Forward	208.34	208.34		
Revenues	14,715,000.00	14,715,000.00		
Interest				
Total revenue	14,715,208.34	14,715,208.34		-
Expenses				
Escrow Fees				
Expenses	14,715,000.00	14,715,000.00		
Total Expenses	14,715,000.00	14,715,000.00		-
Balance Forward	208.34	208.34		-

IMPACT FUND

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	
Bal Forward	2,391,506.74	2,391,506.74		
Revenue				
Impact Fees	1,080,150.00	1,080,150.00		
Impact Fee Deposits				
Interest Income	45,000.00	45,000.00		
Total	3,516,656.74	3,516,656.74		-
Expense				
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		
Total expense	2,923,742.26	2,923,742.26		-
Total Bal Forward	592,914.48	592,914.48		-
DEBT SERVICE FUND 2015				
Bal Forward	845,626.75	845,626.75		
Revenue				
TXF from Impact Fund	684,900.76	684,900.76		
Interest	8,000.00	8,000.00		
Total Revenue	1,538,527.51	1,538,527.51		-
Expenses				
Debt Payment 2015	698,498.56	698,498.56		
Total Expense	698,498.56	698,498.56		-
Balance Forward	840,028.95	840,028.95		-
DEBT SERVICE FUND 2013				
Bal Forward	102,323.72	102,323.72		
Revenue				
TXF from HOT	88,487.50	88,487.50		
Interest				
Total	190,811.22	190,811.22		-
Expense				
Tax Series 2013	91,600.00	91,600.00		
Total Expenses	91,600.00	91,600.00		-
Balance Forward	99,211.22	99,211.22		-
DEBT SERVICE FUND 2019				
Bal Forward	1,045,641.43	1,045,641.43		
Revenue				
TXF from Impact Fees	1,043,553.00	1,043,553.00		
Interest				
Total	2,089,194.43	2,089,194.43		-
Expense				
Tax Series 2019	1,013,553.00	1,013,553.00		
Total Expenses	1,013,553.00	1,013,553.00		-
Balance Forward	1,075,641.43	1,075,641.43		-
DEBT SERVICE FUND 2022				

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
Bal Forward	1,195,288.50	1,195,288.50		
Revenue				
TXF from Impact Fees	1,191,888.50	1,191,888.50		
Interest	-	-		
Total	2,387,177.00	2,387,177.00		-

Expense				
Tax Series 2022	1,195,288.50	1,195,288.50		
Total Expenses	1,195,288.50	1,195,288.50		
Balance Forward	1,191,888.50	1,191,888.50		

PEG FUND				
Balance Forward	119,954.90	119,954.90		
Revenues				
TWC	30,000.00	30,000.00		
Interest Income	2,000.00	2,000.00		
Total Revenues	151,954.90	151,954.90		-

Expense				
TXF to Event Center				
Total Expense	-	-		-
Balance Forward	151,954.90	151,954.90		-

RESERVE FUND				
Balance Forward	2,168,884.62	2,168,884.62		
Revenue				
TXF from General Fund	300,000.00	300,000.00		
Interest	23,000.00	23,000.00		
Total	2,491,884.62	2,491,884.62		-

Expense				
Expense				
Total Expense	-	-		-
Balance Forward	2,491,884.62	2,491,884.62		-

TIRZ 1				
Balance Forward	11,632.20	11,632.20		
Revenues				
City AV	248,835.49	248,835.49		
County AV	362,307.49	362,307.49		
City for GAP Escrow				
Interest Income				
EPS Reimbursements				
Total Revenue	622,775.18	622,775.18		-

Expense				
TIRZ Expense				
Project Management/Misc. Costs	16,000.00	16,000.00		
Project Administration P3 Works	8,000.00	8,000.00		
Legal Fees	-	-		
EPS				
MAS	21,000.00	21,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #2	Change
HDR	170,625.00	170,625.00		
TJKM - Grant Writing				
Buie - PR				
Misc. Consulting	176,750.00	176,750.00		
Creation Cost Reimbursements				
TXF to GAP Escrow				
Stakeholder Reimbursement	80,325.73	80,325.73		
Total Expense	472,700.73	472,700.73		-
Balance Forward	150,074.45	150,074.45		-

TIRZ 2

Balance Forward	1,547,461.82	1,547,461.82		
Revenue				
Interest Income	6,500.00	6,500.00		
City AV	419,809.28	419,809.28		
County AV	609,756.54	609,756.54		
Total Revenue	2,583,527.64	2,583,527.64		-
Expense				
Project Management/Misc. Costs	16,000.00	16,000.00		
Project Administration P3 Works	8,000.00	8,000.00		
MAS	10,000.00	10,000.00		
HDR	56,875.00	56,875.00		
Misc. Consulting	150,000.00	150,000.00		
Creation Cost Reimbursements				
Stakeholder Reimbursement	20,232.27	20,232.27		
Total Expense	261,107.27	261,107.27		-
Balance Forward	2,322,420.37	2,322,420.37		-

VEHICLE REPLACEMENT FUND

Balance Forward	161,025.00	161,025.00		
Revenue				
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		
Total Revenue	317,116.00	317,116.00		-
Expense				
Vehicle Replacement				
Total Expense	-	-		-
Balance Forward	317,116.00	317,116.00		-

Work Order #	Title	WO Status
01058	Fix Emergency Lights in MD003	Completed
01059	Non Pot Pump 2 - Arrowhead Ranch Plant	Completed
01060	Winterize Arrowhead Ranch Plant.	Completed
01061	Vac Truck - L/S DSRP 5	Completed
01062	Founders Park Rd - turn lane debris	Completed
01063	Golden Eagle/Running Deer - barricade sand bags	Completed
01064	Unleaded fuel pump	Completed
01065	Trash by dumpster SRP	Completed
01066	Charro - Dead animal removal	Completed
01067	Butcher Block Countertop	Completed
01068	Sharpen Chainsaw Chain	Void
01069	Clean Out Wet Well @ Regional Plant	Completed
01070	Spread Rye Seed - Regional/Arrow Drip Fields SRWRF	Completed
01071	Lift Station and Plant Generator - Diesel Additive	Completed
01072	Weed eat around Lift Stations	Completed
01073	Waste Water - Trimmer Repair	Completed
01074	Charro - Bridge maintenance	Completed
01075	Charro - tree trimming	Completed
01076	Charro - wood siding replacement	Completed
01077	Xmas on Mercer banners	Completed
01078	Spring Ln - Sign replacement	Parts on Order
01079	Charro Bee Hive Cheanup	Completed
01080	BD004 - Oil Change	Completed
01081	Charro - Sign removal	Completed
01082	MD004-10000mi PM	In Progress
01083	MD005-7500mi PM	Completed
01084	MD006-7500mi PM	Completed
01085	PW002-7500mi PM	Completed
01086	PW004-30000mi PM	Completed
01087	City hall - Tree branch removal	Completed
01088	Heritage Creek - Landscaping	Completed
01089	Roger Hanks Blvd - Landscaping	Completed
01090	Charro - Entrance fence maintenance	Completed
01091	City Hall - Generator Bollard Repairs	Completed
01092	Blower 1 Repair	Completed
01093	Clean Weirs at Arrowhead Ranch	On Hold
01094	Flush Driftwood Ranch and Creekside - BacT	Completed
01095	Transfer items	Completed
01096	City Hall - Parking lot re-striping	New Work Order
01097	Chainsaw Oiler	In Progress
01098	MD003-7500mi-Oil Change	Completed
01099	FMP - Pavilion Restrooms	Completed
01100	Arrowhead Ranch Plant L/S - New Pump 2	Completed
01101	Pick Up Wood and Brush in Drip Field	In Progress
01102	Ranch House - porch power washing	Completed

01103	Set End Points at Driftwood Golf and Ranch	Completed
01104	Founders Park - Clogged Sewer	Completed
01105	DSVB - Mount Fire extinguisher in main lobby area	Completed
01106	No Parking Signs need to be replaced in the soccer	Completed
01107	SRP - Trash	Completed
01108	Lift Station/ Plant Generator Fuel and Additive	Completed
01109	Founders Park Cleanouts - Fix and Cover	Completed
01110	Clean Drip Skid Filters Arrowhead	Completed
01111	Set Meter 2424 Thurman Roberts Way	Completed
01112	Founders Park Rd/RR12 turn lane maint.	Completed
01113	Founders Park Rd/Rob Shelton road maint	Completed
01114	Mercer st. Wreaths, garland.	Completed
01115	VMP. Christmas tree	Completed
01116	Visitors Bureau	Completed
01117	Generator Repairs and Maintenance	In Progress
01118	Lift Station #2- Replace Panel Air Conditioner	Completed
01119	Broken Lance - pothole repair	Completed
01120	DSRP Lift Station - L/S 5 New Pump 1	Completed
01121	RP002 - Inspection and Registration	Completed
01122	City hall ice machine	Completed
01123	Crane truck	Completed
01124	Fuel pumps	Completed
01125	Visitors bureau	Completed
01126	Message boards. Put out on 11/27/2023 first thing	Completed
01127	PEC street light hanging. 11/28/2023	Completed
01128	SRP - washout on the DG trails	New Work Order
01129	Assist DSRP	Completed
01130	Decant Pump Assembly - Arrowhead Plant	Completed
01131	GFCI At Arrowhead Ranch Plant	Completed
01132	Flags to half staff	Completed
01133	PW001 - Inspection and Registration	Completed
01134	SRP - Access road repair	New Work Order
01135	VMP - Banner Repair	Completed
01136	City Hall - file holder install	Completed
01137	City Hall - trash/recycling bin move	Completed
01138	DSRP - mens urinal clogged	Completed
01139	Ranch House Road tree trimming/ shoulder repair	Completed
01140	DSVB - Furniture disposal	Completed
01141	Charro - Sign removal	Completed

Maintenance and Facilities Work Order Report
November 2023

Priority	Origin	Source Asset	Source User
Medium - 3-7 days	Non-PM	MD003 - 2019 Ford F-150 - 0865	Andrew Thompson
High - 1-3 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Gray Lahrman
Critical - ASAP	Non-PM		John Hill
High - 1-3 days	Non-PM		John Hill
Critical - ASAP	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Gray Lahrman
Spare Time	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Billy Stevens
Medium - 3-7 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		John Hill
Low - 7-15 days	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	BD004 - 2022 Ford Bronco Sport - 8242	Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
	PM	MD004 - 2018 Ford F-250 - 9849	Craig Rice
Medium - 3-7 days	PM	MD005 - 2021 Ford F-150 - 0864	Riley Sublett
Medium - 3-7 days	PM	MD006 - 2022 GMC 2500 - 4413	Robert Hutson
Medium - 3-7 days	PM	PW002 - 2022 Chevy 1500 - 4311	Sonny Garza
Medium - 3-7 days	PM	PW004 - 2019 Ford F-150 - 3156	Craig Rice
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Low - 7-15 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM	CH-Generac-Generator	John Hill
Medium - 3-7 days	Non-PM		Gray Lahrman
Low - 7-15 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Craig Rice
Medium - 3-7 days	Non-PM		Sonny Garza
	PM	MD003 - 2019 Ford F-150 - 0865	Andrew Thompson
Critical - ASAP	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Anthony Pennell
Low - 7-15 days	Non-PM		Robert Hutson

High - 1-3 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Critical - ASAP	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Gray Lahrman
Low - 7-15 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Robert Hutson
Spare Time	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM	RP002 - 2021 Ford F-350 - 0873	Sonny Garza
High - 1-3 days	Non-PM	CH-Vevor-Ice Maker	Robert Hutson
Medium - 3-7 days	Non-PM	PW003 - 2019 Chevy 6500 - 9404	Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Wacey Henager
High - 1-3 days	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM	PW001 - 2019 Ford F-150 - 9837	Sonny Garza
Low - 7-15 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Manny Espinosa
High - 1-3 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Riley Sublett
Spare Time	Non-PM		John Hill
Low - 7-15 days	Non-PM		Andrew Thompson

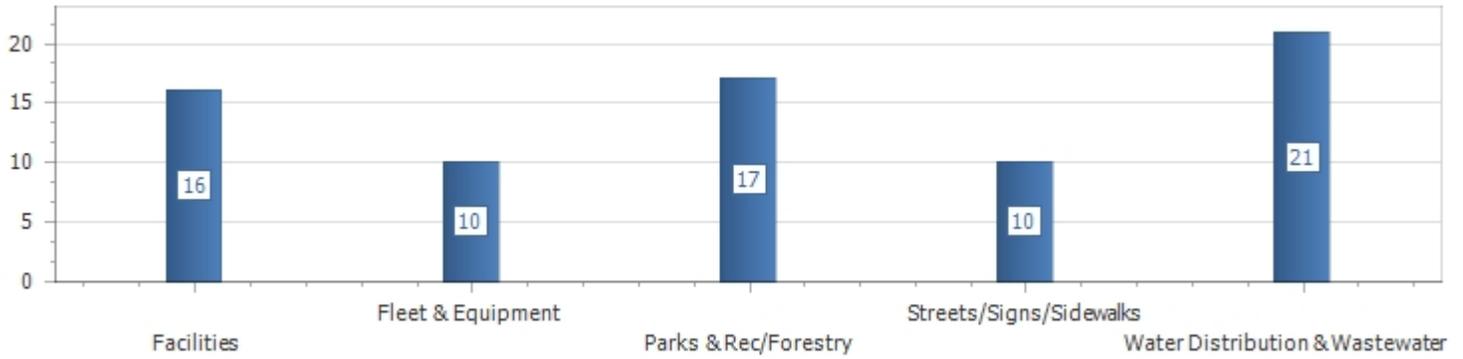
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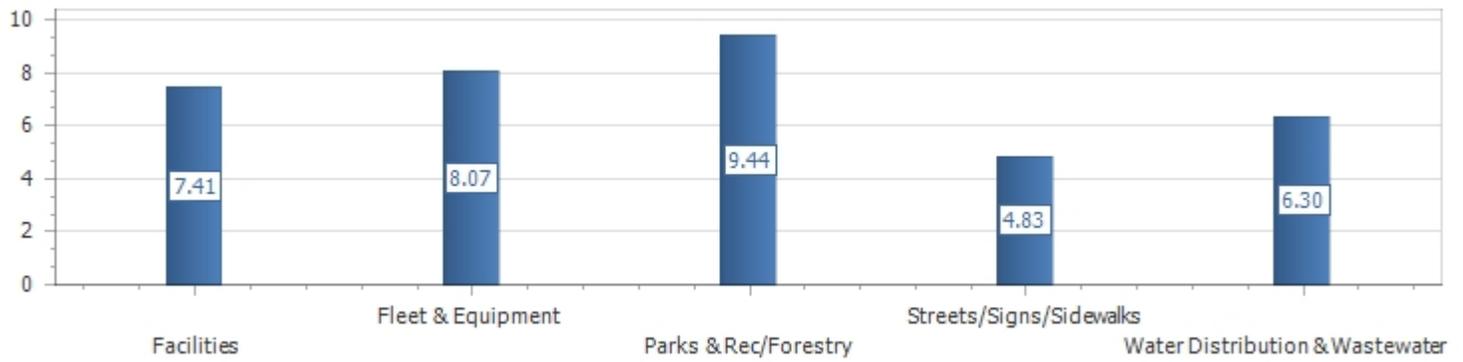
Completed WOs by Site Analysis

Date Printed: 12/11/2023

Total



Average days to close



Site	Total	Average days to close
Facilities	16	7.41
Fleet & Equipment	10	8.07
Parks & Rec/Forestry	17	9.44
Streets/Signs/Sidewalks	10	4.83
Water Distribution & Wastewater	21	6.30

Report Parameters

Filter:

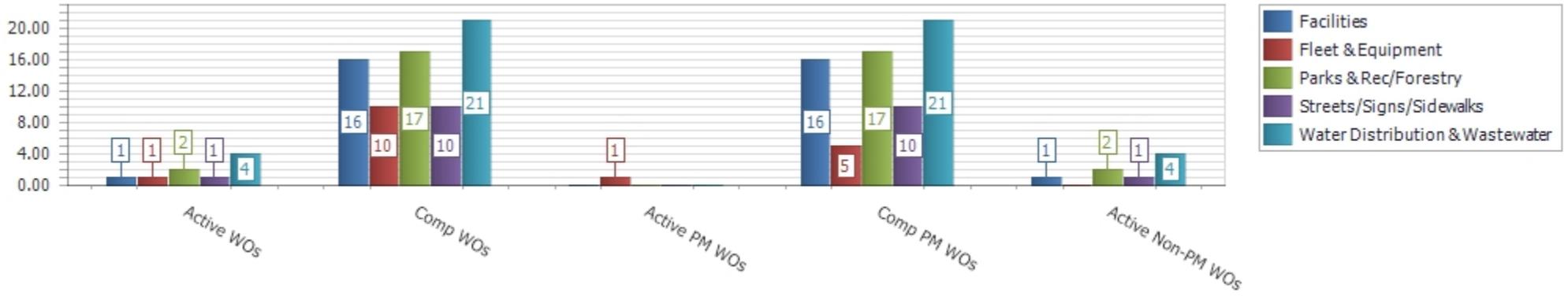
Search:

Advanced Filters: [Originated] Between '11/01/2023' And '11/30/2023'

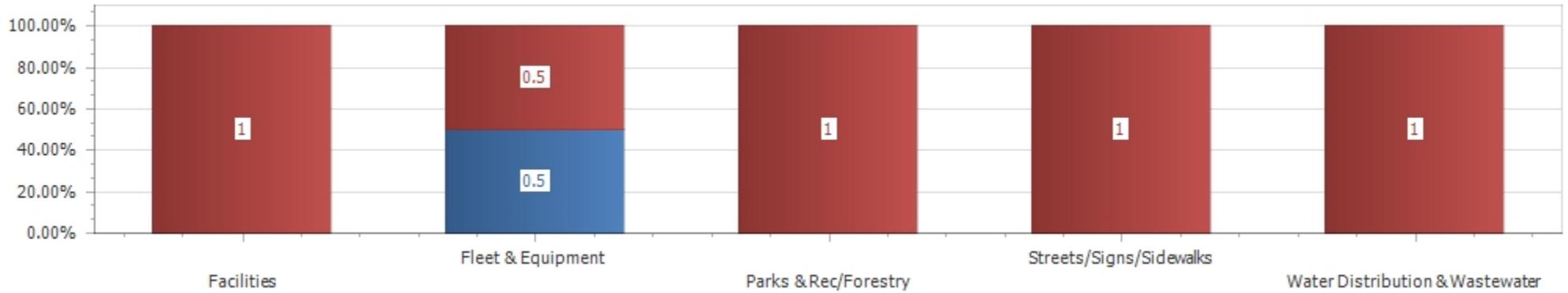
Tags:

Site Comparison

Date Printed: 12/11/2023



PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	1	16	0	0	1	16	490.24	19.75	28.84	1.16
Fleet & Equipment	Dripping Springs	1	10	1	5	0	5	862.13	10.00	78.38	0.91
Parks & Rec/Forestry	Dripping Springs	2	17	0	0	2	17	1283.74	82.51	67.57	4.34
Streets/Signs/Sidewalks	Dripping Springs	1	10	0	0	1	10	1272.65	60.00	115.70	5.45
Water Distribution & Wastewater	Dripping Springs	4	21	0	0	4	21	28947.37	141.00	1157.89	5.64

Report Parameters

Filter:

Search:

Site Comparison

Item 17.

Date Printed: 12/11/2023

Page 2 of 2

Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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Advanced Filters: [Originated] Between '11/01/2023' And '11/30/2023'

Tags:

In Administrative Completeness	Filing Date
SUB2022-0047 Ariza West 290	27-Dec
SD2023-0020 Graveyard Cellars	27-Dec
SD2023-0012 Ariza 290	27-Dec

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Approved w/ Conditions
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
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Under Review
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Approved w/ Conditions
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Approved
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Approved w/ Conditions
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Under Review
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	Waiting for Resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	Waiting on Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	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 for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings	Waiting for Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	In administrative completeness
SD2023-0021 Skye Headwaters	CL	201 Headwaters Blvd	senior living multi family development	Under Review
SD2023-0022 Sycamore Springs Middle School Expansion	ETJ	14451 Sawyer Ranch Road	4,500 sq ft expansion	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Cannon Mixed-Use	Pending resubmittal
PDD2023-0001 Madelynn Estates	New PDD
PDD2023-0002 Southern Land	New PDD
PDD2023-0003 ATX RR12 Apartments	New PDD

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Approval with conditions
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approval with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of wick are residential and 1 will be landscaping	Approved with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Under Review
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Waiting for Resubmittal
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Waiting for Resubmittal
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Under Review
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0012 Springlake Lot 57 Replat	ETJ	100 Oakview Dr	Subdivide the existing tract of land into two newly platted tracts of land.	Approval with conditions
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Approval with Conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0020 Driftwood Golf and Ranch Club, Phase 4 Final Plat	ETJ	Driftwood Ranch Drive	Subdivide into 20 lots.	Waiting for Resubmittal
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Waiting for Resubmittal
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Waiting for Resubmittal
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting for Resubmittal
SUB2023-0040 Amending Lots 31 & 32 in Bunker Ranch Phase 1	ETJ	687 Bunker Ranch Rlvd	Combine 2 lots into single 1.99 acre lot.	Approved
SUB2023-0041 Cowboy Church Subdivision	ETJ	207 Darden Hill Road	Subdividing 7.319 acres into 1 single lot. Minor plat	Approval with conditions
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Waiting for Resubmittal
SUB2023-0043 Caliterra Phase 3 Section 10 Construction Plans	ETJ	Caliterra Parkway	22 single family lots and 2 open space lots	Under Review
SUB2023-0044 Replat Lot 9 Block K Caliterra 2-7 Construction Plans	ETJ	Peaksid Circle	Four lot replat.	Approval with conditions
SUB2023-0045 Amended Final Plat Big Sky Ranch Phase 3	CL	171 Sue Peak Loop	Relocation of lot lines.	Approval with conditions
SUB2023-0046 Heritage Phase 3 Construction Plans	CL	Sportsplex Drive	164 single family lots	Under Review
SUB2023-0047 Heritage Amenity Center	CL	Roger Hanks Parkway	1 lot on 5.57 acres	Under Review
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Under Review