



## City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

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

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# AGENDA

## CALL TO ORDER & ROLL CALL

### City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

City Secretary Andrea Cunningham

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Emergency Management Coordinator Roman Baligad

Parks & Community Services Director Andy Binz

DSRP Manager Emily Nelson

## 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.*

## PROCLAMATIONS & PRESENTATIONS

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

- 1. Proclamation of the City of Dripping Springs recognizing the service and contributions of Andrea Cunningham and proclaiming April 16, 2024 as, "Andrea Cunningham Day."**
- 2. Presentation on April 8, 2024, Total Solar Eclipse.** *Lisa Sullivan, People & Communications Director and Roman Baligad, Emergency Management Coordinator*
- 3. Presentation regarding temporary restroom facilities for Mercer Street Historic District.** *Dane Sorensen, Utilities Director.*

## 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.*

- 4. Approval of the April 2, 2024, City Council regular meeting minutes.**
- 5. Approval of the March 2024 Treasurer's Report.**
- 6. Approval of an Amendment to the Professional Services Agreement between the City of Dripping Springs and RVi Planning regarding the Rathgeber Natural Resource Park Master Park Plan, and related to increase costs for site access review.** *Sponsor: Mayor Bill Foulds, Jr.*
- 7. Approval of the Repeal of Resolution No. 2020-R31 regarding the City of Dripping Springs' Co-Sponsorship Policy.** *Sponsor: Council Member Geoffrey Tahuahua*
- 8. Acceptance of real property located in Hidden Springs Ranch dedicated by Galen Zimmerman and Laura Zimmerman to the City of Dripping Springs.**

## CLOSED SESSION

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

- 9. 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*

- 10. Consultation and discussion regarding the deployment, or specific occasions for implementation, of security personnel or devices, including Safety and Security Training, and related items.** *Deliberation regarding security devices or security audits, 551.076.*

## **UPCOMING MEETINGS**

### **City Council & Board of Adjustment Meetings**

May 7, 2024, at 6:00 p.m. (CC & BOA)

May 21, 2024, at 6:00 p.m. (CC)

June 4, 2024, at 6:00 p.m. (CC & BOA)

June 18, 2024, at 6:00 p.m. (CC)

### **Board, Commission & Committee Meetings**

April 15, 2024, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

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

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

April 18, 2024, Emergency Management Committee at 12:00 p.m.

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

April 20, 2024, Founders Day Commission at 9:00 a.m.

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

April 24, 2024, Economic Development Committee at 4:00 p.m.

May 2, 2024, Historic Preservation Commission at 4:00 p.m.

May 8, 2024, DSRP Board at 11:00 a.m.

## **ADJOURN**

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

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **April 12, 2024, at 1:00 p.m.***

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*Andrea Cunningham, City Secretary*

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



## City Council & Board of Adjustment Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, April 02, 2024, 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 6:00 p.m.

**City Council Members present were:**

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

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

City Administrator Michelle Fischer  
 Deputy City Administrator Shawn Cox  
 City Attorney Laura Mueller  
 Deputy City Attorney Aniz Alani  
 DSRP Manager Emily Nelson  
 City Secretary Andrea Cunningham  
 IT Director Jason Weinstock  
 Building Official Shane Pevehouse

#### PLEDGE OF ALLEGIANCE

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

#### PROCLAMATIONS & PRESENTATIONS

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

- 1. Proclamation of the City of Dripping Springs proclaiming the Week of April 2-8, 2024, as "International Dark Sky Week".** *Sponsor: Council Member Sherrie Parks*

Council Member Parks read the proclamation and presented it to Michelle Fischer, Emily Nelson and Shane Pevehouse.

- 2. Proclamation of the City of Dripping Springs proclaiming the month of April 2024, as "Sexual Assault and Child Abuse Prevention and Awareness Month" in the City of Dripping Springs.** *Sponsor: Mayor Bill Foulds, Jr.*

Mayor Pro Tem Manassian read the proclamation and presented it to Julia Ramsay New, Director of the Greater San Marcos Youth Council; Joanna Zapata, Hays-Caldwell Women's Center Bilingual Transitional Housing Advocate; Lonette LaBorde, CASA Case Supervisor; and, Holly Cunningham-Kizer, Hays-Caldwell Women's Center Chief Development Officer.

### **PRESENTATION OF CITIZENS**

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Tom Crawford spoke regarding public restrooms on Mercer Street and will provide staff with the information he gathered regarding temporary facilities.

### **CONSENT AGENDA**

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

- 3. Approval of the March 5, 2024, City Council regular meeting minutes.**
- 4. Approval of the March 19, 2024, City Council regular meeting minutes.**
- 5. Approval of an Ordinance amending Chapter 26, Appendix K, Article 3.6 Off Premise Signs.**

**Filed as Ordinance No. 2024-18**

- 6. Approval of a Reauthorization of Interlocal Cooperation Contract (ICC) for the Failure to Appear Program with the Department of Public Safety of the State of Texas.**
- 7. Approval of an Ordinance for the involuntary release of three (3) properties from the Extraterritorial Jurisdiction.**

**Filed as Ordinance No. 2024-19**

- 8. Approval of a Negotiated Advance Funding Agreement (AFA) with TxDOT for the Old Fitzhugh Transportation Alternative Set Aside (TASA) Grant Project.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 3 – 5, with corrections to Item 3 as presented at the dais. Council Member Parks seconded the motion which carried unanimously 5 to 0.

## BUSINESS AGENDA

- 9. Discuss and consider approval of cancellation of the contract between Brightly and the City of Dripping Springs to provide software solutions for permitting, planning, and code enforcement. Sponsor: Council Member Geoffrey Tahuahua**

Shane Pevehouse presented the staff report which is on file. Staff recommends approval of canceling the contract.

A motion was made by Council Member Tahuahua to approve cancellation of the contract between Brightly and the City of Dripping Springs to provide software solutions for permitting, planning, and code enforcement. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

- 10. Discuss and consider approval of an Ordinance adopting regulations for the protection of the City Logo and City Seal and Prohibiting the Unauthorized Use thereof and related matters.**

**a. Staff Report** – Laura Mueller presented the staff report which is on file. Staff recommends approval of the ordinance.

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

**c. Ordinance** – A motion was made by Council Member Tahuahua to approve an Ordinance adopting regulations for the protection of the City Logo and City Seal and Prohibiting the Unauthorized Use thereof and related matters with corrections related to number agreement in last two sections. Council Member Crow seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2024-20**

- 11. Discuss and consider approval of an updated Non-Profit Event Triangle Banner Program.**

**a. Staff Report** – Laura Mueller presented the staff report which is on file. Staff recommends approval of the program.

**b. Public Hearing** – No one spoke during Presentation of Citizens.

**c. Program** – A motion was made by Council Member Tahuahua to approve an updated Non-Profit Event Triangle Banner Program with direction to staff to bring a repeal of the Co-Sponsorship Policy for City Council consideration at the next meeting. Council Member King 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.*

### 12. Planning Department Report

A motion was made by Mayor Pro Tem Manassian to adjourn into Closed Session under Texas Government Code Sections 551.017, Consultation with Attorney; 551.072, Deliberation Regarding Real Property; and, 551.074 Personnel Manners, and regarding Closed Session Agenda Items 13 – 16. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

## CLOSED SESSION

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

13. **Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects.** *Consultation with Attorney. 551.017; Deliberation Regarding Real Property 551.072*
14. **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*
15. **Consultation with City Attorney regarding the Landscape Ordinance.** *Consultation with Attorney, 551.071*
16. **Deliberation on the appointment, employment, evaluation, and duties of the City Secretary.** *551.074, Personnel Matters*

The City Council met in Closed Session from 6:28 p.m. – 7:14 p.m.

No action or vote was taken during Closed Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:14 p.m.

## OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to consider Closed Session Agenda Items 14 and 16 in Open Session. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

- 14. 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*

A motion was made by Mayor Pro Tem Manassian to authorize the Mayor and Deputy City Administrator to submit comments on Madelynn Estates discharge permit application to the TCEQ. Council Member Parks seconded the motion carried unanimously 5 to 0.

- 16. Deliberation on the appointment, employment, evaluation, and duties of the City Secretary.** *551.074, Personnel Matters*

A motion was made by Mayor Pro Tem Manassian to authorize the City Administrator to make an offer of employment to Hector Gomez contingent upon completing a full evaluation of his employment application. Council Member Crow seconded the motion which carried unanimously 5 to 0.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

April 16, 2024, at 6:00 p.m. (CC)  
 May 7, 2024, at 6:00 p.m. (CC & BOA)  
 May 21, 2024, at 6:00 p.m. (CC)

### Board, Commission, & Committee Meetings

April 4, 2024, Historic Preservation Commission at 4:00 p.m.  
 April 4, 2024, Founders Day Commission at 6:30 p.m.  
 April 10, 2024, DSRP Board at 11:00 a.m.  
 April 15, 2024, TIRZ Board No. 1 & No. 2 at 4:00 p.m.  
 April 17, 2024, Parks & Recreation Commission at 6:00 p.m.  
 April 18, 2024, Farmers Market Committee at 10:00 a.m.  
 April 18, 2024, Emergency Management Committee at 12:00 p.m.  
 April 18, 2024, Utility Commission at 4:00 p.m.

## ADJOURN

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

This regular meeting adjourned at 7:18 p.m.

**APPROVED ON:** *April 16, 2024*

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*Bill Foulds, Jr., Mayor*



***ATTEST:***

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*Andrea Cunningham, City Secretary*



**DRIPPING SPRINGS**  
Texas

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

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

**Date:** April 16, 2024

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

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**General Fund:**

The General Fund received **\$1,794,673.07** in revenues for March.

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

- 100-000-40000: Ad Valorem Tax – The City received \$804,962.47 in property tax allocations in March, bringing the total received to \$3,111,004.70. This represents 91.78% of the budgeted \$3,389,487.36.
- 100-000-40001: Sales Tax Revenue – \$318,509.12 was received in March, of which \$240,538.86 is considered City Revenues and not allocated to either the Utility Fund or through agreements. This is a decrease of 5.65% over March 2023 collections.
- 100-105-46006: Merchandise – Through the end of March, \$33,581.23 has been received from Eclipse Merchandise sales. March's revenues bring the total received to \$42,443.36 for FY 2024, significantly more than the \$17,500.00 budgeted for the year.
- 100-200-43030: Subdivision Fees – In March, \$143,392.00 was received.
- 100-201-43031: Building Code Fees - \$327,360.45 was collected in March. Total collections for the year equal \$770,504.41 (51.37%)

General Fund expenditures are in line with the amended budget.

**Utility Fund:**

The Utility Fund received **\$340,047.22** in revenues for March.

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

- 400-300-47009: Wastewater Service Fees –\$318,449.82 was transferred to the Utility Fund from the General Fund for March's Sales Tax Allocation.

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

- 400-301-63032: Water Line Maintenance & Repair – Through March, \$27,866.35 has been spent from this line item. This is \$5,656.24 over what was budgeted. The primary driver for the overage is the installation of the reuse water station. A future budget amendment may be needed, but other line items may be able to be reduced to cover the costs.

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

The Ranch Park received **\$32,846.80** in revenues for March.

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**DRIPPING SPRINGS**  
Texas

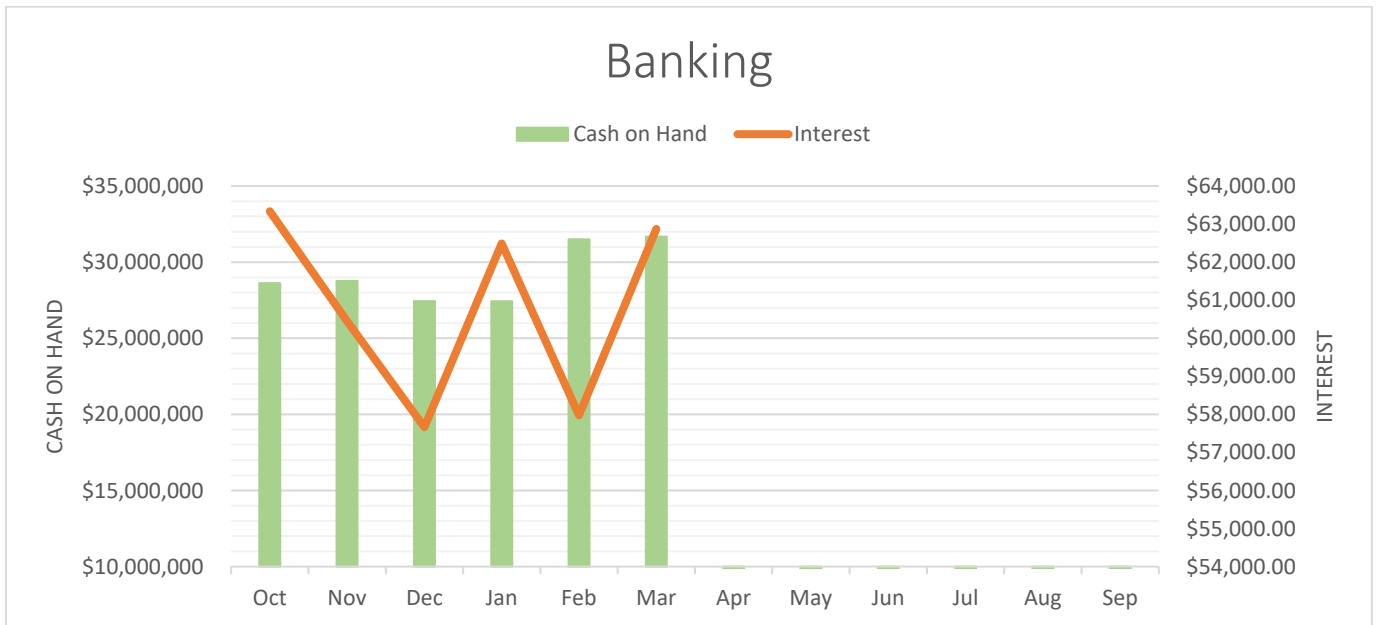
DSRP revenues are in line with the amended budget.

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

- 200-401-65005: Water – For FY 2024, \$7,000.00 was budgeted for this line item. Through March, \$8,479.78 has been spent. Monthly charges appear consistent. This increased cost may be due to an increase in usage, but we are also checking to ensure there are no issues. A future budget amendment may be required.

**Banking:**

On March 31<sup>st</sup> the City’s cash balance was **\$31.67 Million**. This is a 0.5% increase from the previous month’s cash balances. The balance includes \$348388.93 from the Series 2024 Bond proceeds. The remainder of the \$2.5 million was used for the acquisition of the PEC Building and to cover our bond costs. A total of **\$62,872.98** was collected in interest revenues in March.





**DRIPPING SPRINGS**  
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>							
<b>Revenue</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">100-000-40000</a>	Ad Valorem Tax	3,389,487.36	3,389,487.36	804,962.47	3,111,004.70	-278,482.66	8.22 %
<a href="#">100-000-40001</a>	Sales Tax Revenue	3,800,000.00	3,800,000.00	318,509.12	2,345,737.32	-1,454,262.68	38.27 %
<a href="#">100-000-40002</a>	Mixed Beverage	75,000.00	75,000.00	6,848.95	46,757.23	-28,242.77	37.66 %
<a href="#">100-000-40006</a>	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	727.99	1,334.78	-2,665.22	66.63 %
<a href="#">100-000-41000</a>	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	17,143.69	-27,856.31	61.90 %
<a href="#">100-000-42000</a>	Alcohol Permit Fees	9,000.00	9,000.00	1,000.00	4,495.00	-4,505.00	50.06 %
<a href="#">100-000-46001</a>	Other Revenues	40,000.00	40,000.00	64,636.59	412,006.65	372,006.65	1,030.02 %
<a href="#">100-000-46002</a>	Interest	50,000.00	50,000.00	17,536.87	96,475.49	46,475.49	192.95 %
<a href="#">100-000-46014</a>	Transportation Improvements Reim	240,000.00	240,000.00	0.00	0.00	-240,000.00	100.00 %
<a href="#">100-000-47001</a>	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
<a href="#">100-000-47013</a>	Transfer From TIRZ	100,558.00	100,558.00	0.00	0.00	-100,558.00	100.00 %
	<b>Department: 000 - Undesignated Total:</b>	<b>7,763,445.36</b>	<b>7,763,445.36</b>	<b>1,214,221.99</b>	<b>6,034,954.86</b>	<b>-1,728,490.50</b>	<b>22.26%</b>
<b>Department: 105 - Communications</b>							
<a href="#">100-105-44000</a>	Sponsorships & Donations	30,000.00	30,000.00	1,750.00	18,340.00	-11,660.00	38.87 %
<a href="#">100-105-46006</a>	Merchandise	17,500.00	17,500.00	33,581.23	42,443.36	24,943.36	242.53 %
<a href="#">100-105-47005</a>	Transfer from HOT	62,709.00	62,709.00	0.00	0.00	-62,709.00	100.00 %
	<b>Department: 105 - Communications Total:</b>	<b>110,209.00</b>	<b>110,209.00</b>	<b>35,331.23</b>	<b>60,783.36</b>	<b>-49,425.64</b>	<b>44.85%</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-42001</a>	Health Permits/Inspections	75,000.00	75,000.00	4,505.00	37,610.00	-37,390.00	49.85 %
<a href="#">100-200-43000</a>	Site Development Fees	850,000.00	850,000.00	33,732.03	318,473.02	-531,526.98	62.53 %
<a href="#">100-200-43002</a>	Zoning Fees	65,000.00	65,000.00	1,240.00	100,450.50	35,450.50	154.54 %
<a href="#">100-200-43030</a>	Subdivision Fees	638,875.00	638,875.00	143,392.00	206,192.00	-432,683.00	67.73 %
	<b>Department: 200 - Planning &amp; Development Total:</b>	<b>1,628,875.00</b>	<b>1,628,875.00</b>	<b>182,869.03</b>	<b>662,725.52</b>	<b>-966,149.48</b>	<b>59.31%</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-42007</a>	Sign Permits	0.00	0.00	6,352.90	22,727.90	22,727.90	0.00 %
<a href="#">100-201-43029</a>	Fire Inspections	50,000.00	50,000.00	6,017.47	22,838.35	-27,161.65	54.32 %
<a href="#">100-201-43031</a>	Building Code Fees	1,500,000.00	1,500,000.00	327,360.45	770,504.41	-729,495.59	48.63 %
	<b>Department: 201 - Building Total:</b>	<b>1,550,000.00</b>	<b>1,550,000.00</b>	<b>339,730.82</b>	<b>816,070.66</b>	<b>-733,929.34</b>	<b>47.35%</b>
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">100-400-44000</a>	Sponsorships & Donations	5,000.00	5,000.00	0.00	2,605.00	-2,395.00	47.90 %
<a href="#">100-400-44001</a>	Community Service Fees	1,800.00	1,800.00	0.00	265.00	-1,535.00	85.28 %
<a href="#">100-400-44002</a>	Program & Event Fees	22,600.00	22,600.00	3,179.00	4,387.00	-18,213.00	80.59 %
<a href="#">100-400-44004</a>	Park Rental Income	6,000.00	6,000.00	2,250.00	9,383.00	3,383.00	156.38 %
<a href="#">100-400-47002</a>	Transfer from Parkland Dedication	541,480.00	554,048.00	0.00	0.00	-554,048.00	100.00 %
<a href="#">100-400-47003</a>	Transfer from Landscaping Fund	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	<b>Department: 400 - Parks &amp; Recreation Total:</b>	<b>579,880.00</b>	<b>592,448.00</b>	<b>5,429.00</b>	<b>16,640.00</b>	<b>-575,808.00</b>	<b>97.19%</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-44003</a>	Aquatic Fees	55,300.00	55,300.00	1,416.00	1,416.00	-53,884.00	97.44 %
<a href="#">100-402-44004</a>	Park Rental Income	20,800.00	20,800.00	0.00	0.00	-20,800.00	100.00 %
	<b>Department: 402 - Aquatics Total:</b>	<b>76,100.00</b>	<b>76,100.00</b>	<b>1,416.00</b>	<b>1,416.00</b>	<b>-74,684.00</b>	<b>98.14%</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-45000</a>	FD Craft/Business Booths	6,250.00	6,250.00	-900.00	22,845.00	16,595.00	365.52 %
<a href="#">100-404-45001</a>	FD Food Booths	1,300.00	1,300.00	0.00	0.00	-1,300.00	100.00 %
<a href="#">100-404-45002</a>	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
<a href="#">100-404-45003</a>	FD Carnival	14,000.00	14,000.00	0.00	0.00	-14,000.00	100.00 %
<a href="#">100-404-45004</a>	FD Parade Registration Fees	4,000.00	4,000.00	3,375.00	3,750.00	-250.00	6.25 %
<a href="#">100-404-45005</a>	FD Sponsorships	90,000.00	90,000.00	13,200.00	66,350.00	-23,650.00	26.28 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-404-45006</a>	FD Parking Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
<a href="#">100-404-45007</a>	FD Electric Fees	3,300.00	3,300.00	0.00	330.00	-2,970.00	90.00 %
<b>Department: 404 - Founders Day Total:</b>		<b>124,450.00</b>	<b>124,450.00</b>	<b>15,675.00</b>	<b>93,275.00</b>	<b>-31,175.00</b>	<b>25.05%</b>
<b>Revenue Total:</b>		<b>11,832,959.36</b>	<b>11,845,527.36</b>	<b>1,794,673.07</b>	<b>7,685,865.40</b>	<b>-4,159,661.96</b>	<b>35.12%</b>
<b>Expense</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">100-000-60000</a>	Salaries	3,238,716.65	3,238,716.65	0.00	0.00	3,238,716.65	100.00 %
<a href="#">100-000-61000</a>	Health Insurance	279,323.88	279,323.88	0.00	27,124.75	252,199.13	90.29 %
<a href="#">100-000-61001</a>	Dental Insurance	0.00	0.00	0.00	2.18	-2.18	0.00 %
<a href="#">100-000-61002</a>	Medicare	0.00	0.00	0.00	4.34	-4.34	0.00 %
<a href="#">100-000-61003</a>	Social Security	0.00	0.00	0.00	18.55	-18.55	0.00 %
<a href="#">100-000-61005</a>	Federal Withholding	259,605.82	259,605.82	0.00	0.00	259,605.82	100.00 %
<a href="#">100-000-61006</a>	TMRS	185,186.55	185,186.55	0.00	18.18	185,168.37	99.99 %
<a href="#">100-000-62009</a>	Human Resources Consultant	28,306.00	28,306.00	3,955.68	14,811.33	13,494.67	47.67 %
<a href="#">100-000-63004</a>	Dues, Fees & Subscriptions	31,500.00	31,500.00	11,090.70	45,826.56	-14,326.56	-45.48 %
<a href="#">100-000-63005</a>	Training/Continuing Education	84,158.93	84,158.93	7,048.40	42,220.74	41,938.19	49.83 %
<a href="#">100-000-64000</a>	Office Supplies	35,000.00	35,000.00	1,877.65	16,758.06	18,241.94	52.12 %
<a href="#">100-000-64004</a>	Office Furniture and Equipment	10,300.00	10,300.00	0.00	299.99	10,000.01	97.09 %
<a href="#">100-000-66002</a>	Postage & Shipping	3,500.00	3,500.00	469.87	1,881.18	1,618.82	46.25 %
<a href="#">100-000-68004</a>	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
<a href="#">100-000-69002</a>	Economic Development	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
<a href="#">100-000-70001</a>	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-000-70002</a>	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">100-000-70003</a>	Other Expenses	10,000.00	10,000.00	0.00	107.41	9,892.59	98.93 %
<a href="#">100-000-90000</a>	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
<a href="#">100-000-90002</a>	Transfer to TIRZ	668,644.77	668,644.77	0.00	0.00	668,644.77	100.00 %
<a href="#">100-000-90011</a>	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
<a href="#">100-000-90013</a>	Transfer to Vehicle Replacement Fu	86,010.00	86,010.00	0.00	0.00	86,010.00	100.00 %
<a href="#">100-000-90015</a>	Transfer to Farmers Marke	16,679.31	16,679.31	0.00	0.00	16,679.31	100.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>5,797,331.91</b>	<b>5,797,331.91</b>	<b>24,442.30</b>	<b>154,073.27</b>	<b>5,643,258.64</b>	<b>97.34%</b>
<b>Department: 100 - City Council/Boards &amp; Commissions</b>							
<a href="#">100-100-69000</a>	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<a href="#">100-100-69008</a>	Land Acquisition	10,000.00	10,000.00	7,500.00	67,500.00	-57,500.00	-575.00 %
<b>Department: 100 - City Council/Boards &amp; Commissions Total:</b>		<b>17,000.00</b>	<b>17,000.00</b>	<b>7,500.00</b>	<b>67,500.00</b>	<b>-50,500.00</b>	<b>-297.06%</b>
<b>Department: 101 - City Administrators Office</b>							
<a href="#">100-101-60000</a>	Regular Employees	0.00	0.00	39,037.73	255,157.81	-255,157.81	0.00 %
<a href="#">100-101-60002</a>	Overtime	0.00	0.00	42.53	434.38	-434.38	0.00 %
<a href="#">100-101-61000</a>	Health Insurance	0.00	0.00	1,471.12	9,091.79	-9,091.79	0.00 %
<a href="#">100-101-61001</a>	Dental Insurance	0.00	0.00	134.80	842.50	-842.50	0.00 %
<a href="#">100-101-61002</a>	Medicare	0.00	0.00	534.19	3,495.20	-3,495.20	0.00 %
<a href="#">100-101-61003</a>	Social Security	0.00	0.00	2,284.20	12,344.80	-12,344.80	0.00 %
<a href="#">100-101-61004</a>	Unemployment	0.00	0.00	61.90	575.99	-575.99	0.00 %
<a href="#">100-101-61006</a>	TMRS	0.00	0.00	2,305.71	15,031.80	-15,031.80	0.00 %
<b>Department: 101 - City Administrators Office Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>45,872.18</b>	<b>296,974.27</b>	<b>-296,974.27</b>	<b>0.00%</b>
<b>Department: 102 - City Secretary</b>							
<a href="#">100-102-60000</a>	Regular Employees	0.00	0.00	10,551.68	70,919.65	-70,919.65	0.00 %
<a href="#">100-102-60002</a>	Overtime	0.00	0.00	94.62	365.22	-365.22	0.00 %
<a href="#">100-102-61000</a>	Health Insurance	0.00	0.00	967.30	6,285.69	-6,285.69	0.00 %
<a href="#">100-102-61001</a>	Dental Insurance	0.00	0.00	67.40	438.10	-438.10	0.00 %
<a href="#">100-102-61002</a>	Medicare	0.00	0.00	152.00	1,018.27	-1,018.27	0.00 %
<a href="#">100-102-61003</a>	Social Security	0.00	0.00	649.96	4,353.95	-4,353.95	0.00 %
<a href="#">100-102-61004</a>	Unemployment	0.00	0.00	24.80	288.00	-288.00	0.00 %
<a href="#">100-102-61006</a>	TMRS	0.00	0.00	628.14	4,220.40	-4,220.40	0.00 %
<a href="#">100-102-62000</a>	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
<a href="#">100-102-62018</a>	Code Publication	5,200.00	5,200.00	376.60	376.60	4,823.40	92.76 %
<a href="#">100-102-64003</a>	Uniforms	0.00	0.00	0.00	138.00	-138.00	0.00 %
<a href="#">100-102-64032</a>	Meeting Supplies	12,700.00	12,700.00	241.06	1,285.61	11,414.39	89.88 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-102-66003</a>	Public Notices	2,000.00	2,000.00	0.00	1,118.88	881.12	44.06 %
<a href="#">100-102-69003</a>	Records Management	1,220.00	1,220.00	120.00	360.00	860.00	70.49 %
<b>Department: 102 - City Secretary Total:</b>		<b>29,120.00</b>	<b>29,120.00</b>	<b>13,873.56</b>	<b>91,168.37</b>	<b>-62,048.37</b>	<b>-213.08%</b>
<b>Department: 103 - Courts</b>							
<a href="#">100-103-62003</a>	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	2,500.00	13,000.00	83.87 %
<b>Department: 103 - Courts Total:</b>		<b>15,500.00</b>	<b>15,500.00</b>	<b>0.00</b>	<b>2,500.00</b>	<b>13,000.00</b>	<b>83.87%</b>
<b>Department: 104 - City Attorney</b>							
<a href="#">100-104-60000</a>	Regular Employees	0.00	0.00	18,305.18	90,173.50	-90,173.50	0.00 %
<a href="#">100-104-60001</a>	Part-time Employees	0.00	0.00	0.00	265.00	-265.00	0.00 %
<a href="#">100-104-61000</a>	Health Insurance	0.00	0.00	978.72	3,676.14	-3,676.14	0.00 %
<a href="#">100-104-61001</a>	Dental Insurance	0.00	0.00	67.40	252.75	-252.75	0.00 %
<a href="#">100-104-61002</a>	Medicare	0.00	0.00	263.12	1,297.35	-1,297.35	0.00 %
<a href="#">100-104-61003</a>	Social Security	0.00	0.00	1,125.11	5,547.56	-5,547.56	0.00 %
<a href="#">100-104-61004</a>	Unemployment	0.00	0.00	83.81	232.05	-232.05	0.00 %
<a href="#">100-104-61006</a>	TMRS	0.00	0.00	1,080.01	5,369.17	-5,369.17	0.00 %
<a href="#">100-104-62003</a>	Special Counsel and Consultants	49,000.00	49,000.00	6,683.75	20,334.27	28,665.73	58.50 %
<b>Department: 104 - City Attorney Total:</b>		<b>49,000.00</b>	<b>49,000.00</b>	<b>28,587.10</b>	<b>127,147.79</b>	<b>-78,147.79</b>	<b>-159.49%</b>
<b>Department: 105 - Communications</b>							
<a href="#">100-105-60000</a>	Regular Employees	0.00	0.00	13,696.28	89,840.06	-89,840.06	0.00 %
<a href="#">100-105-61000</a>	Health Insurance	0.00	0.00	992.04	6,443.70	-6,443.70	0.00 %
<a href="#">100-105-61001</a>	Dental Insurance	0.00	0.00	67.40	438.10	-438.10	0.00 %
<a href="#">100-105-61002</a>	Medicare	0.00	0.00	197.56	1,295.94	-1,295.94	0.00 %
<a href="#">100-105-61003</a>	Social Security	0.00	0.00	844.70	5,541.03	-5,541.03	0.00 %
<a href="#">100-105-61004</a>	Unemployment	0.00	0.00	12.31	287.99	-287.99	0.00 %
<a href="#">100-105-61006</a>	TMRS	0.00	0.00	808.08	5,342.22	-5,342.22	0.00 %
<a href="#">100-105-63023</a>	General Maintenance	32,670.00	32,670.00	18,400.00	27,310.00	5,360.00	16.41 %
<a href="#">100-105-64021</a>	Merchandise	23,639.00	23,639.00	23,868.98	38,629.58	-14,990.58	-63.41 %
<a href="#">100-105-66000</a>	Website	6,800.00	6,800.00	0.00	6,853.80	-53.80	-0.79 %
<a href="#">100-105-66005</a>	Public Relations	15,300.00	15,300.00	0.00	0.00	15,300.00	100.00 %
<a href="#">100-105-66010</a>	Events, Entertainment & Activities	28,500.00	28,500.00	600.00	3,100.00	25,400.00	89.12 %
<a href="#">100-105-70003</a>	Other Expenses	25,400.00	25,400.00	1,046.24	4,432.45	20,967.55	82.55 %
<b>Department: 105 - Communications Total:</b>		<b>132,309.00</b>	<b>132,309.00</b>	<b>60,533.59</b>	<b>189,514.87</b>	<b>-57,205.87</b>	<b>-43.24%</b>
<b>Department: 106 - IT</b>							
<a href="#">100-106-60000</a>	Regular Employees	0.00	0.00	5,871.11	39,454.46	-39,454.46	0.00 %
<a href="#">100-106-61000</a>	Health Insurance	0.00	0.00	499.70	3,246.99	-3,246.99	0.00 %
<a href="#">100-106-61001</a>	Dental Insurance	0.00	0.00	33.70	219.05	-219.05	0.00 %
<a href="#">100-106-61002</a>	Medicare	0.00	0.00	84.96	570.97	-570.97	0.00 %
<a href="#">100-106-61003</a>	Social Security	0.00	0.00	363.24	2,441.19	-2,441.19	0.00 %
<a href="#">100-106-61004</a>	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
<a href="#">100-106-61006</a>	TMRS	0.00	0.00	346.40	2,350.63	-2,350.63	0.00 %
<a href="#">100-106-64001</a>	Office IT Equipment & Support	139,499.00	139,499.00	1,617.90	71,926.21	67,572.79	48.44 %
<a href="#">100-106-64002</a>	Software	192,000.00	192,000.00	15,648.87	122,460.65	69,539.35	36.22 %
<a href="#">100-106-65000</a>	Network/Phone	58,395.84	58,395.84	5,548.92	26,662.88	31,732.96	54.34 %
<b>Department: 106 - IT Total:</b>		<b>389,894.84</b>	<b>389,894.84</b>	<b>30,014.80</b>	<b>269,477.03</b>	<b>120,417.81</b>	<b>30.88%</b>
<b>Department: 107 - Finance</b>							
<a href="#">100-107-60000</a>	Regular Employees	0.00	0.00	19,067.19	123,790.88	-123,790.88	0.00 %
<a href="#">100-107-60002</a>	Overtime	0.00	0.00	116.46	287.65	-287.65	0.00 %
<a href="#">100-107-61000</a>	Health Insurance	0.00	0.00	1,460.36	9,488.96	-9,488.96	0.00 %
<a href="#">100-107-61001</a>	Dental Insurance	0.00	0.00	101.10	657.15	-657.15	0.00 %
<a href="#">100-107-61002</a>	Medicare	0.00	0.00	254.80	1,647.30	-1,647.30	0.00 %
<a href="#">100-107-61003</a>	Social Security	0.00	0.00	1,089.48	7,043.43	-7,043.43	0.00 %
<a href="#">100-107-61004</a>	Unemployment	0.00	0.00	23.35	431.99	-431.99	0.00 %
<a href="#">100-107-61006</a>	TMRS	0.00	0.00	1,131.83	7,331.21	-7,331.21	0.00 %
<a href="#">100-107-62001</a>	Financial Services	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00 %
<a href="#">100-107-67000</a>	TML Liability Insurance	27,277.00	27,277.00	0.00	11,087.50	16,189.50	59.35 %
<a href="#">100-107-67001</a>	TML Property Insurance	48,810.00	48,810.00	0.00	27,199.00	21,611.00	44.28 %
<a href="#">100-107-67002</a>	TML Workmen's Comp Insurance	34,656.00	34,656.00	0.00	35,343.00	-687.00	-1.98 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-107-70001</a>	Mileage	0.00	0.00	21.93	185.52	-185.52	0.00 %
<a href="#">100-107-80004</a>	Series 2024	367,000.00	367,000.00	0.00	0.00	367,000.00	100.00 %
<a href="#">100-107-90003</a>	Transfer to Wastewater Utility Fund	760,000.00	760,000.00	318,449.82	469,147.46	290,852.54	38.27 %
<a href="#">100-107-90004</a>	SPA & ECO D Transfers	218,880.00	218,880.00	35,666.43	96,885.01	121,994.99	55.74 %
<b>Department: 107 - Finance Total:</b>		<b>1,494,123.00</b>	<b>1,494,123.00</b>	<b>377,382.75</b>	<b>790,526.06</b>	<b>703,596.94</b>	<b>47.09%</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-60000</a>	Regular Employees	0.00	0.00	11,892.20	102,361.66	-102,361.66	0.00 %
<a href="#">100-200-60002</a>	Overtime	0.00	0.00	12.36	224.63	-224.63	0.00 %
<a href="#">100-200-61000</a>	Health Insurance	0.00	0.00	989.52	8,836.76	-8,836.76	0.00 %
<a href="#">100-200-61001</a>	Dental Insurance	0.00	0.00	67.40	606.60	-606.60	0.00 %
<a href="#">100-200-61002</a>	Medicare	0.00	0.00	164.62	1,431.80	-1,431.80	0.00 %
<a href="#">100-200-61003</a>	Social Security	0.00	0.00	703.83	6,121.99	-6,121.99	0.00 %
<a href="#">100-200-61004</a>	Unemployment	0.00	0.00	21.40	428.92	-428.92	0.00 %
<a href="#">100-200-61006</a>	TMRS	0.00	0.00	702.37	6,102.90	-6,102.90	0.00 %
<a href="#">100-200-62002</a>	Engineering & Surveying	70,000.00	70,000.00	1,162.50	1,162.50	68,837.50	98.34 %
<a href="#">100-200-62005</a>	Health Inspector	60,000.00	60,000.00	6,987.40	25,721.30	34,278.70	57.13 %
<a href="#">100-200-62006</a>	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-200-62007</a>	Historic District Consultant	13,500.00	19,750.00	0.00	2,215.40	17,534.60	88.78 %
<a href="#">100-200-62010</a>	Miscellaneous Consultant	165,000.00	257,119.92	205.87	17,498.18	239,621.74	93.19 %
<b>Department: 200 - Planning &amp; Development Total:</b>		<b>313,500.00</b>	<b>411,869.92</b>	<b>22,909.47</b>	<b>172,712.64</b>	<b>239,157.28</b>	<b>58.07%</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-60000</a>	Regular Employees	0.00	0.00	25,997.08	176,533.41	-176,533.41	0.00 %
<a href="#">100-201-60002</a>	Overtime	0.00	0.00	630.91	4,232.09	-4,232.09	0.00 %
<a href="#">100-201-61000</a>	Health Insurance	0.00	0.00	2,886.00	18,046.13	-18,046.13	0.00 %
<a href="#">100-201-61001</a>	Dental Insurance	0.00	0.00	202.20	1,262.56	-1,262.56	0.00 %
<a href="#">100-201-61002</a>	Medicare	0.00	0.00	365.96	2,554.06	-2,554.06	0.00 %
<a href="#">100-201-61003</a>	Social Security	0.00	0.00	1,564.67	10,920.41	-10,920.41	0.00 %
<a href="#">100-201-61004</a>	Unemployment	0.00	0.00	104.38	1,052.42	-1,052.42	0.00 %
<a href="#">100-201-61006</a>	TMRS	0.00	0.00	1,571.05	10,755.72	-10,755.72	0.00 %
<a href="#">100-201-62004</a>	Bldg. Inspector	750,000.00	750,000.00	157,305.00	339,850.00	410,150.00	54.69 %
<a href="#">100-201-62008</a>	Lighting Consultant	2,000.00	2,000.00	0.00	495.00	1,505.00	75.25 %
<a href="#">100-201-62014</a>	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
<a href="#">100-201-64003</a>	Uniforms	0.00	0.00	0.00	2,031.75	-2,031.75	0.00 %
<b>Department: 201 - Building Total:</b>		<b>792,000.00</b>	<b>792,000.00</b>	<b>190,627.25</b>	<b>567,733.55</b>	<b>224,266.45</b>	<b>28.32%</b>
<b>Department: 300 - Wastewater</b>							
<a href="#">100-300-60000</a>	Regular Employees	0.00	0.00	0.00	49,404.97	-49,404.97	0.00 %
<a href="#">100-300-61000</a>	Health Insurance	0.00	0.00	0.00	2,448.22	-2,448.22	0.00 %
<a href="#">100-300-61001</a>	Dental Insurance	0.00	0.00	0.00	168.50	-168.50	0.00 %
<a href="#">100-300-61002</a>	Medicare	0.00	0.00	0.00	677.82	-677.82	0.00 %
<a href="#">100-300-61003</a>	Social Security	0.00	0.00	0.00	2,898.32	-2,898.32	0.00 %
<a href="#">100-300-61004</a>	Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %
<a href="#">100-300-61006</a>	TMRS	0.00	0.00	0.00	2,924.70	-2,924.70	0.00 %
<a href="#">100-300-71001</a>	Transportation Improvement Proje	1,140,000.00	1,140,000.00	0.00	314,392.62	825,607.38	72.42 %
<b>Department: 300 - Wastewater Total:</b>		<b>1,140,000.00</b>	<b>1,140,000.00</b>	<b>0.00</b>	<b>373,059.14</b>	<b>766,940.86</b>	<b>67.28%</b>
<b>Department: 304 - Maintenance</b>							
<a href="#">100-304-60000</a>	Regular Employees	0.00	0.00	38,851.61	213,430.83	-213,430.83	0.00 %
<a href="#">100-304-60002</a>	Overtime	0.00	0.00	365.97	4,081.77	-4,081.77	0.00 %
<a href="#">100-304-60003</a>	On Call Pay	0.00	0.00	800.00	5,400.00	-5,400.00	0.00 %
<a href="#">100-304-61000</a>	Health Insurance	0.00	0.00	3,611.97	22,665.08	-22,665.08	0.00 %
<a href="#">100-304-61001</a>	Dental Insurance	0.00	0.00	252.75	1,583.90	-1,583.90	0.00 %
<a href="#">100-304-61002</a>	Medicare	0.00	0.00	568.82	3,114.43	-3,114.43	0.00 %
<a href="#">100-304-61003</a>	Social Security	0.00	0.00	2,432.22	13,316.81	-13,316.81	0.00 %
<a href="#">100-304-61004</a>	Unemployment	0.00	0.00	111.00	1,152.00	-1,152.00	0.00 %
<a href="#">100-304-61006</a>	TMRS	0.00	0.00	2,361.04	13,187.34	-13,187.34	0.00 %
<a href="#">100-304-63000</a>	Office Maintenance/Repairs	19,860.00	19,860.00	817.42	5,912.15	13,947.85	70.23 %
<a href="#">100-304-63001</a>	Equipment Maintenance	6,750.00	6,750.00	1,744.49	2,135.81	4,614.19	68.36 %
<a href="#">100-304-63002</a>	Fleet Maintenance	78,020.00	78,020.00	9,287.07	17,843.12	60,176.88	77.13 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-304-63008</a>	Stephenson Building & Lawn Maint	550.00	550.00	0.00	0.00	550.00 100.00 %
<a href="#">100-304-63009</a>	Street/ROW Maintenance	211,005.00	211,005.00	9,010.36	9,478.92	201,526.08 95.51 %
<a href="#">100-304-64003</a>	Uniforms	17,500.00	17,500.00	0.00	6,053.31	11,446.69 65.41 %
<a href="#">100-304-64006</a>	Fleet Acquisition	361,000.00	361,000.00	3,511.03	311,400.30	49,599.70 13.74 %
<a href="#">100-304-64009</a>	Maintenance Equipment	8,500.00	8,500.00	749.14	2,119.17	6,380.83 75.07 %
<a href="#">100-304-64010</a>	Maintenance Supplies	6,500.00	6,500.00	557.93	1,502.51	4,997.49 76.88 %
<a href="#">100-304-65001</a>	Street Electricity	20,000.00	20,000.00	2,283.40	8,944.95	11,055.05 55.28 %
<a href="#">100-304-65002</a>	City Streets Water	4,000.00	4,000.00	563.48	1,690.22	2,309.78 57.74 %
<a href="#">100-304-65003</a>	Office Electricity	5,500.00	5,500.00	565.40	2,652.29	2,847.71 51.78 %
<a href="#">100-304-65004</a>	Office Water	650.00	650.00	85.28	249.06	400.94 61.68 %
<a href="#">100-304-65005</a>	Stephenson Bldg Electric	1,500.00	1,500.00	76.50	382.90	1,117.10 74.47 %
<a href="#">100-304-65006</a>	Stephenson Water	500.00	500.00	70.82	212.22	287.78 57.56 %
<a href="#">100-304-65009</a>	Triangle Electric	0.00	0.00	38.25	191.25	-191.25 0.00 %
<a href="#">100-304-69001</a>	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
<a href="#">100-304-69006</a>	Stephenson Bldg Improvements	92,025.00	92,025.00	265.82	67,422.22	24,602.78 26.73 %
<a href="#">100-304-69010</a>	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00 100.00 %
<a href="#">100-304-69011</a>	City Hall Planning	20,000.00	20,000.00	0.00	0.00	20,000.00 100.00 %
<a href="#">100-304-71002</a>	Street Improvements	660,000.00	660,000.00	0.00	1,245.00	658,755.00 99.81 %
<a href="#">100-304-71003</a>	City Hall Improvements	556,000.00	556,000.00	2,100.00	2,100.00	553,900.00 99.62 %
<b>Department: 304 - Maintenance Total:</b>		<b>2,271,860.00</b>	<b>2,271,860.00</b>	<b>81,081.77</b>	<b>719,467.56</b>	<b>1,552,392.44 68.33%</b>
<b>Department: 400 - Parks &amp; Recreation</b>						
<a href="#">100-400-60000</a>	Regular Employees	0.00	0.00	20,910.24	106,515.35	-106,515.35 0.00 %
<a href="#">100-400-60001</a>	Part-time Employees	27,801.76	27,801.76	0.00	0.00	27,801.76 100.00 %
<a href="#">100-400-60002</a>	Overtime	0.00	0.00	108.71	1,029.22	-1,029.22 0.00 %
<a href="#">100-400-60005</a>	Camp Staff	0.00	0.00	1,099.68	15,033.06	-15,033.06 0.00 %
<a href="#">100-400-61000</a>	Health Insurance	0.00	0.00	528.60	3,443.39	-3,443.39 0.00 %
<a href="#">100-400-61001</a>	Dental Insurance	0.00	0.00	33.81	225.93	-225.93 0.00 %
<a href="#">100-400-61002</a>	Medicare	0.00	0.00	319.52	1,766.93	-1,766.93 0.00 %
<a href="#">100-400-61003</a>	Social Security	0.00	0.00	1,366.23	7,555.33	-7,555.33 0.00 %
<a href="#">100-400-61004</a>	Unemployment	0.00	0.00	87.03	840.67	-840.67 0.00 %
<a href="#">100-400-61006</a>	TMRS	0.00	0.00	1,045.54	5,991.98	-5,991.98 0.00 %
<a href="#">100-400-63004</a>	Dues, Fees & Subscriptions	3,402.00	3,402.00	0.00	1,422.30	1,979.70 58.19 %
<a href="#">100-400-63010</a>	Sports & Rec Park Lawn Mainten	0.00	0.00	0.00	1,170.00	-1,170.00 0.00 %
<a href="#">100-400-63011</a>	Founders Park Lawn Maintenance	0.00	0.00	0.00	1,520.00	-1,520.00 0.00 %
<a href="#">100-400-63012</a>	Charro Ranch Landscaping	0.00	0.00	0.00	1,320.00	-1,320.00 0.00 %
<a href="#">100-400-63013</a>	General Parks Maintenance	9,000.00	9,000.00	93.88	443.90	8,556.10 95.07 %
<a href="#">100-400-63015</a>	Founders Park/Pool Maintenance	17,740.00	17,740.00	221.69	2,651.65	15,088.35 85.05 %
<a href="#">100-400-63016</a>	Sports & Rec Park Maintenance	42,920.00	42,920.00	2,037.01	4,087.49	38,832.51 90.48 %
<a href="#">100-400-63017</a>	Charro Ranch Park Maintenance	9,300.00	9,300.00	3.68	288.67	9,011.33 96.90 %
<a href="#">100-400-63018</a>	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	24.99	675.01 96.43 %
<a href="#">100-400-63036</a>	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00 100.00 %
<a href="#">100-400-63037</a>	Rathgeber Maintenance	0.00	0.00	0.00	29.99	-29.99 0.00 %
<a href="#">100-400-64005</a>	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
<a href="#">100-400-64011</a>	Park Supplies	8,550.00	8,550.00	856.72	1,452.75	7,097.25 83.01 %
<a href="#">100-400-64012</a>	Charro Ranch Supplies	1,250.00	1,250.00	0.00	73.69	1,176.31 94.10 %
<a href="#">100-400-64013</a>	Founders Park/Pool Supplies	0.00	0.00	737.94	1,044.92	-1,044.92 0.00 %
<a href="#">100-400-64014</a>	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00 100.00 %
<a href="#">100-400-64015</a>	Park Program & Event Supplies	10,950.00	10,950.00	51.92	2,797.82	8,152.18 74.45 %
<a href="#">100-400-64033</a>	Rathgeber Supplies	600.00	600.00	563.88	587.09	12.91 2.15 %
<a href="#">100-400-65000</a>	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00 100.00 %
<a href="#">100-400-65007</a>	Portable Toilets	7,250.00	7,250.00	780.00	3,805.00	3,445.00 47.52 %
<a href="#">100-400-65009</a>	Triangle Electric	500.00	500.00	0.00	0.00	500.00 100.00 %
<a href="#">100-400-65010</a>	Triangle Water	500.00	500.00	70.36	211.08	288.92 57.78 %
<a href="#">100-400-65011</a>	Sports & Rec Park Water	13,000.00	13,000.00	2,602.91	-4,073.06	17,073.06 131.33 %
<a href="#">100-400-65012</a>	Sports & Rec Park Electricity	2,500.00	2,500.00	801.68	1,138.50	1,361.50 54.46 %
<a href="#">100-400-65014</a>	Founders Park/Pool Electricity	0.00	0.00	519.26	2,591.79	-2,591.79 0.00 %
<a href="#">100-400-66001</a>	Advertising	16,250.00	16,250.00	0.00	4,303.07	11,946.93 73.52 %
<a href="#">100-400-70003</a>	Other Expenses	13,320.00	13,320.00	134.48	179.31	13,140.69 98.65 %



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-400-71004</a>	All Parks Improvements	156,500.00	156,500.00	1,597.48	5,892.68	150,607.32	96.23 %
<a href="#">100-400-71005</a>	Founders Park/Pool Improvmts	597,000.00	597,000.00	0.00	0.00	597,000.00	100.00 %
<a href="#">100-400-71006</a>	Sports & Rec Park Improvements	54,000.00	66,560.00	0.00	0.00	66,560.00	100.00 %
<a href="#">100-400-71007</a>	Charro Ranch Improvements	600.00	600.00	0.00	0.00	600.00	100.00 %
<a href="#">100-400-71010</a>	Rathgeber Improvements	215,000.00	215,000.00	11,096.85	127,448.31	87,551.69	40.72 %
<a href="#">100-400-71012</a>	Skate Park Improvements	150,000.00	150,000.00	0.00	75,475.00	74,525.00	49.68 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>1,369,101.76</b>	<b>1,381,661.76</b>	<b>47,669.10</b>	<b>378,288.80</b>	<b>1,003,372.96</b>	<b>72.62%</b>
<b>Department: 401 - DSRP</b>							
<a href="#">100-401-60000</a>	Regular Employees	540,752.60	540,752.60	41,674.78	274,426.45	266,326.15	49.25 %
<a href="#">100-401-60002</a>	Overtime	0.00	0.00	1,003.46	5,056.27	-5,056.27	0.00 %
<a href="#">100-401-60003</a>	On Call Pay	0.00	0.00	800.00	5,200.00	-5,200.00	0.00 %
<a href="#">100-401-61000</a>	Health Insurance	66,694.30	66,694.30	5,035.09	32,513.36	34,180.94	51.25 %
<a href="#">100-401-61001</a>	Dental Insurance	0.00	0.00	353.74	2,283.73	-2,283.73	0.00 %
<a href="#">100-401-61002</a>	Medicare	0.00	0.00	594.21	3,895.01	-3,895.01	0.00 %
<a href="#">100-401-61003</a>	Social Security	0.00	0.00	2,540.68	16,654.57	-16,654.57	0.00 %
<a href="#">100-401-61004</a>	Unemployment	0.00	0.00	221.79	1,646.02	-1,646.02	0.00 %
<a href="#">100-401-61005</a>	Federal Withholding	43,887.57	43,887.57	0.00	0.00	43,887.57	100.00 %
<a href="#">100-401-61006</a>	TMRS	31,931.44	31,931.44	2,565.20	16,747.85	15,183.59	47.55 %
<b>Department: 401 - DSRP Total:</b>		<b>683,265.91</b>	<b>683,265.91</b>	<b>54,788.95</b>	<b>358,423.26</b>	<b>324,842.65</b>	<b>47.54%</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-60000</a>	Regular Employees	0.00	0.00	3,461.55	14,133.74	-14,133.74	0.00 %
<a href="#">100-402-60007</a>	Aquatic Staff	130,642.09	130,642.09	0.00	0.00	130,642.09	100.00 %
<a href="#">100-402-61000</a>	Health Insurance	0.00	0.00	481.80	1,928.06	-1,928.06	0.00 %
<a href="#">100-402-61001</a>	Dental Insurance	0.00	0.00	33.70	134.80	-134.80	0.00 %
<a href="#">100-402-61002</a>	Medicare	0.00	0.00	50.19	188.89	-188.89	0.00 %
<a href="#">100-402-61003</a>	Social Security	0.00	0.00	214.62	807.73	-807.73	0.00 %
<a href="#">100-402-61004</a>	Unemployment	0.00	0.00	55.38	55.38	-55.38	0.00 %
<a href="#">100-402-61006</a>	TMRS	0.00	0.00	204.23	832.80	-832.80	0.00 %
<a href="#">100-402-63015</a>	Founders Park/Pool Maintenance	36,000.00	36,000.00	0.00	0.00	36,000.00	100.00 %
<a href="#">100-402-64013</a>	Pool Supplies	40,075.00	40,075.00	511.74	10,944.31	29,130.69	72.69 %
<a href="#">100-402-65000</a>	Network/Phone	3,040.00	3,040.00	170.87	2,852.76	187.24	6.16 %
<a href="#">100-402-65013</a>	FMP Pool/Pavilion Water	6,000.00	6,000.00	393.16	1,192.45	4,807.55	80.13 %
<a href="#">100-402-65014</a>	FMP Pool/Pavilion Electric	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-402-65019</a>	Propane/Natural Gas	13,250.00	13,250.00	0.00	0.00	13,250.00	100.00 %
<b>Department: 402 - Aquatics Total:</b>		<b>234,007.09</b>	<b>234,007.09</b>	<b>5,577.24</b>	<b>33,070.92</b>	<b>200,936.17</b>	<b>85.87%</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-63019</a>	FD Clean Up	20,000.00	20,000.00	1,000.00	1,000.00	19,000.00	95.00 %
<a href="#">100-404-63038</a>	FD Transportation	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<a href="#">100-404-64016</a>	FD Event Supplies	7,750.00	7,750.00	0.00	0.00	7,750.00	100.00 %
<a href="#">100-404-64017</a>	FD Event Tent, Table, & Chairs	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00 %
<a href="#">100-404-64018</a>	FD Barricades	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
<a href="#">100-404-65007</a>	Portable Toilets	15,000.00	15,000.00	8,368.10	8,368.10	6,631.90	44.21 %
<a href="#">100-404-65016</a>	FD Electricity	2,225.00	2,225.00	0.00	0.00	2,225.00	100.00 %
<a href="#">100-404-66008</a>	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
<a href="#">100-404-66009</a>	FD Publicity	2,500.00	2,500.00	0.00	527.51	1,972.49	78.90 %
<a href="#">100-404-66010</a>	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00 %
<a href="#">100-404-66012</a>	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
<a href="#">100-404-68005</a>	FD Security	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
<a href="#">100-404-68006</a>	FD Health, Safety & Lighting	30,500.00	30,500.00	2,306.78	2,306.78	28,193.22	92.44 %
<b>Department: 404 - Founders Day Total:</b>		<b>160,025.00</b>	<b>160,025.00</b>	<b>11,674.88</b>	<b>12,202.39</b>	<b>147,822.61</b>	<b>92.37%</b>
<b>Department: 500 - Emergency Management</b>							
<a href="#">100-500-60000</a>	Regular Employees	0.00	0.00	6,074.31	39,884.31	-39,884.31	0.00 %
<a href="#">100-500-61000</a>	Health Insurance	0.00	0.00	17.06	109.77	-109.77	0.00 %
<a href="#">100-500-61001</a>	Dental Insurance	0.00	0.00	33.70	219.05	-219.05	0.00 %
<a href="#">100-500-61002</a>	Medicare	0.00	0.00	87.32	573.39	-573.39	0.00 %
<a href="#">100-500-61003</a>	Social Security	0.00	0.00	373.33	2,451.52	-2,451.52	0.00 %
<a href="#">100-500-61004</a>	Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-500-61006</a> TMRS	0.00	0.00	358.38	2,351.45	-2,351.45	0.00 %
<a href="#">100-500-68000</a> Emergency Management Equip	79,200.00	79,200.00	2,769.00	20,863.46	58,336.54	73.66 %
<a href="#">100-500-68001</a> Emergency Fire & Safety	996.00	996.00	0.00	0.00	996.00	100.00 %
<a href="#">100-500-68002</a> Emergency Management PR	2,000.00	2,000.00	0.00	890.92	1,109.08	55.45 %
<a href="#">100-500-68003</a> Emergency Equipment Maint	12,102.00	12,102.00	4,483.39	8,925.48	3,176.52	26.25 %
<a href="#">100-500-70015</a> Winter Storm Mara	0.00	0.00	0.00	-103,775.15	103,775.15	0.00 %
<b>Department: 500 - Emergency Management Total:</b>	<b>94,298.00</b>	<b>94,298.00</b>	<b>14,196.49</b>	<b>-27,361.81</b>	<b>121,659.81</b>	<b>129.02%</b>
<b>Expense Total:</b>	<b>14,982,336.51</b>	<b>15,093,266.43</b>	<b>1,016,731.43</b>	<b>4,576,478.11</b>	<b>10,516,788.32</b>	<b>69.68%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>-3,149,377.15</b>	<b>-3,247,739.07</b>	<b>777,941.64</b>	<b>3,109,387.29</b>	<b>6,357,126.36</b>	<b>195.74%</b>

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

Revenue						
Department: 401 - DSRP						
<a href="#">200-401-42008</a> Riding Permit Fees	9,500.00	9,500.00	850.00	4,990.00	-4,510.00	47.47 %
<a href="#">200-401-43010</a> Stall Rental Fees	37,200.00	37,200.00	1,640.00	26,894.99	-10,305.01	27.70 %
<a href="#">200-401-43011</a> RV Site Rental Fees	19,000.00	19,000.00	2,825.00	14,560.82	-4,439.18	23.36 %
<a href="#">200-401-43012</a> Facility Rental Fees	113,500.00	113,500.00	7,811.88	90,231.64	-23,268.36	20.50 %
<a href="#">200-401-43013</a> Equipment Rental Fees	6,000.00	6,000.00	450.00	7,414.48	1,414.48	123.57 %
<a href="#">200-401-43014</a> Staff & Miscellaneous Fees	4,000.00	4,000.00	250.00	2,445.00	-1,555.00	38.88 %
<a href="#">200-401-43015</a> Cleaning Fees	25,000.00	25,000.00	1,875.00	15,244.46	-9,755.54	39.02 %
<a href="#">200-401-44000</a> Sponsorships & Donations	52,275.00	52,275.00	250.00	2,523.00	-49,752.00	95.17 %
<a href="#">200-401-44005</a> Coyote Camp	137,100.00	137,100.00	3,592.50	8,102.50	-128,997.50	94.09 %
<a href="#">200-401-44006</a> Riding Series	35,000.00	35,000.00	2,040.00	16,889.25	-18,110.75	51.75 %
<a href="#">200-401-44007</a> Miscellaneous Events	2,000.00	2,000.00	650.00	23,315.00	21,315.00	1,165.75 %
<a href="#">200-401-44008</a> Program Fees	15,100.00	15,100.00	7,228.50	21,874.00	6,774.00	144.86 %
<a href="#">200-401-44009</a> Ice Rink	0.00	0.00	61.00	82,326.00	82,326.00	0.00 %
<a href="#">200-401-44011</a> Ice Rink	329,425.00	320,625.00	0.00	0.00	-320,625.00	100.00 %
<a href="#">200-401-44012</a> Rink Merchandise	0.00	0.00	0.00	439.00	439.00	0.00 %
<a href="#">200-401-46001</a> Other Revenues	500.00	500.00	0.00	423.00	-77.00	15.40 %
<a href="#">200-401-46002</a> Interest	2,000.00	2,000.00	373.92	4,600.40	2,600.40	230.02 %
<a href="#">200-401-46006</a> Merchandise Sales	22,065.20	22,065.20	2,949.00	17,295.52	-4,769.68	21.62 %
<a href="#">200-401-47005</a> Transfer from HOT Fund	300,000.00	308,800.00	0.00	150,000.00	-158,800.00	51.42 %
<b>Department: 401 - DSRP Total:</b>	<b>1,109,665.20</b>	<b>1,109,665.20</b>	<b>32,846.80</b>	<b>489,569.06</b>	<b>-620,096.14</b>	<b>55.88%</b>
<b>Revenue Total:</b>	<b>1,109,665.20</b>	<b>1,109,665.20</b>	<b>32,846.80</b>	<b>489,569.06</b>	<b>-620,096.14</b>	<b>55.88%</b>

Expense						
Department: 400 - Parks & Recreation						
<a href="#">200-400-63035</a> Ranch House Maintenance	10,000.00	10,000.00	360.00	2,650.09	7,349.91	73.50 %
<a href="#">200-400-64024</a> Ranch House Supplies	1,000.00	1,000.00	0.00	15.38	984.62	98.46 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>	<b>11,000.00</b>	<b>11,000.00</b>	<b>360.00</b>	<b>2,665.47</b>	<b>8,334.53</b>	<b>75.77%</b>

Department: 401 - DSRP						
<a href="#">200-401-60003</a> On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
<a href="#">200-401-60005</a> Camp Staff	108,246.48	108,246.48	0.00	0.00	108,246.48	100.00 %
<a href="#">200-401-63000</a> Building/Office Maintenance	0.00	0.00	5,176.36	31,928.42	-31,928.42	0.00 %
<a href="#">200-401-63001</a> Equipment Maintenance	25,000.00	25,000.00	4,557.26	11,636.40	13,363.60	53.45 %
<a href="#">200-401-63002</a> Fleet Maintenance	5,500.00	5,500.00	0.00	147.56	5,352.44	97.32 %
<a href="#">200-401-63003</a> Lawn Maintenance	0.00	0.00	0.00	3,857.11	-3,857.11	0.00 %
<a href="#">200-401-63004</a> Dues, Fees & Subscriptions	5,127.50	5,127.50	140.00	4,122.49	1,005.01	19.60 %
<a href="#">200-401-63005</a> Training/Continuing Education	12,400.00	12,400.00	109.95	219.90	12,180.10	98.23 %
<a href="#">200-401-63023</a> General Maintenance	177,387.24	177,387.24	15.75	3,705.35	173,681.89	97.91 %
<a href="#">200-401-63024</a> Stall Cleaning & Repair	4,000.00	4,000.00	0.00	4,200.00	-200.00	-5.00 %
<a href="#">200-401-63028</a> Lift Station Maintenance	12,000.00	12,000.00	0.00	10,060.50	1,939.50	16.16 %
<a href="#">200-401-64000</a> Office Supplies	10,000.00	10,000.00	74.00	1,214.37	8,785.63	87.86 %
<a href="#">200-401-64001</a> IT Equipment	5,000.00	5,000.00	0.00	4,234.68	765.32	15.31 %
<a href="#">200-401-64003</a> Uniforms	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
<a href="#">200-401-64005</a> Equipment Rental	2,000.00	2,000.00	0.00	9,003.62	-7,003.62	-350.18 %
<a href="#">200-401-64011</a> Park Supplies	13,545.00	13,545.00	0.00	0.00	13,545.00	100.00 %
<a href="#">200-401-64021</a> Merchandise	17,065.20	17,065.20	0.00	12,401.54	4,663.66	27.33 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">200-401-64023</a>	Equipment	20,000.00	20,000.00	0.00	1,448.00	18,552.00	92.76 %
<a href="#">200-401-64026</a>	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
<a href="#">200-401-64027</a>	Coyote Camp	16,000.00	16,000.00	0.00	356.41	15,643.59	97.77 %
<a href="#">200-401-64028</a>	Riding Series	32,000.00	32,000.00	4,691.25	13,241.44	18,758.56	58.62 %
<a href="#">200-401-64029</a>	Miscellaneous Events	700.00	700.00	0.00	12,589.86	-11,889.86	-1,698.55 %
<a href="#">200-401-64030</a>	Programing	8,000.00	8,000.00	1,537.19	2,547.29	5,452.71	68.16 %
<a href="#">200-401-64031</a>	Concert Series	0.00	0.00	0.00	503.50	-503.50	0.00 %
<a href="#">200-401-64038</a>	Ice Rink	242,719.40	242,719.40	3,101.22	176,735.26	65,984.14	27.19 %
<a href="#">200-401-65000</a>	Network/Phone	14,518.00	14,518.00	1,207.47	9,505.76	5,012.24	34.52 %
<a href="#">200-401-65004</a>	Office Water	0.00	0.00	97.92	241.92	-241.92	0.00 %
<a href="#">200-401-65005</a>	Water	7,000.00	7,000.00	2,265.19	8,479.78	-1,479.78	-21.14 %
<a href="#">200-401-65007</a>	Portable Toilets	2,500.00	2,500.00	80.00	480.00	2,020.00	80.80 %
<a href="#">200-401-65008</a>	Alarm	6,660.00	6,660.00	0.00	4,709.98	1,950.02	29.28 %
<a href="#">200-401-65017</a>	Electricity	60,000.00	60,000.00	5,262.98	34,593.88	25,406.12	42.34 %
<a href="#">200-401-65018</a>	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
<a href="#">200-401-65019</a>	Propane/Natural Gas	2,500.00	2,500.00	819.80	2,600.83	-100.83	-4.03 %
<a href="#">200-401-66001</a>	Advertising	15,000.00	15,000.00	0.00	60.00	14,940.00	99.60 %
<a href="#">200-401-66002</a>	Postage & Shipping	0.00	0.00	0.00	18.18	-18.18	0.00 %
<a href="#">200-401-70001</a>	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">200-401-70002</a>	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	68,611.18	-18,611.18	-37.22 %
<a href="#">200-401-70003</a>	Other Expenses	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">200-401-70004</a>	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
<a href="#">200-401-70007</a>	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
<a href="#">200-401-70013</a>	DSRP Sales Tax	0.00	0.00	0.00	657.98	-657.98	0.00 %
<a href="#">200-401-71008</a>	DSRP Improvements	355,000.00	355,000.00	16,861.95	25,276.95	329,723.05	92.88 %
<a href="#">200-401-90013</a>	Transfer to Vehicle Replacement Fu	32,145.00	32,145.00	0.00	0.00	32,145.00	100.00 %
<b>Department: 401 - DSRP Total:</b>		<b>1,320,363.82</b>	<b>1,320,363.82</b>	<b>45,998.29</b>	<b>459,390.14</b>	<b>860,973.68</b>	<b>65.21%</b>
<b>Expense Total:</b>		<b>1,331,363.82</b>	<b>1,331,363.82</b>	<b>46,358.29</b>	<b>462,055.61</b>	<b>869,308.21</b>	<b>65.29%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>		<b>-221,698.62</b>	<b>-221,698.62</b>	<b>-13,511.49</b>	<b>27,513.45</b>	<b>249,212.07</b>	<b>112.41%</b>
<b>Fund: 400 - Utilities</b>							
<b>Revenue</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">400-000-43024</a>	Over Use Fees	335,135.58	335,135.58	0.00	0.00	-335,135.58	100.00 %
<a href="#">400-000-43025</a>	Reuse Fees	204,350.00	204,350.00	0.00	0.00	-204,350.00	100.00 %
<a href="#">400-000-46001</a>	Other Revenues	0.00	0.00	0.00	1,179,317.84	1,179,317.84	0.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>539,485.58</b>	<b>539,485.58</b>	<b>0.00</b>	<b>1,179,317.84</b>	<b>639,832.26</b>	<b>118.60%</b>
<b>Department: 300 - Wastewater</b>							
<a href="#">400-300-41003</a>	Cable Franchise Fees	0.00	0.00	0.00	37,267.74	37,267.74	0.00 %
<a href="#">400-300-43018</a>	Wastewater Service Fees	1,478,767.68	1,478,767.68	0.00	977,251.44	-501,516.24	33.91 %
<a href="#">400-300-43020</a>	Late Fees	9,600.00	9,600.00	0.00	10,353.34	753.34	107.85 %
<a href="#">400-300-43021</a>	Delayed Connection Fees	5,000.00	5,000.00	0.00	7,000.00	2,000.00	140.00 %
<a href="#">400-300-43024</a>	Over Use Fees	0.00	0.00	0.00	102,972.40	102,972.40	0.00 %
<a href="#">400-300-43025</a>	Reuse Fees	0.00	0.00	73.65	4,601.31	4,601.31	0.00 %
<a href="#">400-300-46001</a>	Other Revenues	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
<a href="#">400-300-47008</a>	Transfer from TWDB	14,715,000.00	14,715,000.00	0.00	0.00	-14,715,000.00	100.00 %
<a href="#">400-300-47009</a>	Sales Tax	760,000.00	760,000.00	318,449.82	469,147.46	-290,852.54	38.27 %
<b>Department: 300 - Wastewater Total:</b>		<b>17,028,367.68</b>	<b>17,028,367.68</b>	<b>318,523.47</b>	<b>1,608,593.69</b>	<b>-15,419,773.99</b>	<b>90.55%</b>
<b>Department: 301 - Water</b>							
<a href="#">400-301-43038</a>	Meter Set Fees	5,000.00	5,000.00	300.00	1,250.00	-3,750.00	75.00 %
<a href="#">400-301-43040</a>	Water Base Rate	63,840.00	63,840.00	1,315.94	16,786.52	-47,053.48	73.71 %
<a href="#">400-301-43041</a>	Water Usage	100,000.00	100,000.00	2,000.37	108,467.73	8,467.73	108.47 %
<a href="#">400-301-43043</a>	Equipment Fee	36,200.00	36,200.00	362.00	5,068.00	-31,132.00	86.00 %
<a href="#">400-301-43044</a>	Inspection Fees	5,000.00	5,000.00	50.00	700.00	-4,300.00	86.00 %
<a href="#">400-301-46001</a>	Other Revenues	6,000.00	6,000.00	0.00	256.56	-5,743.44	95.72 %
<b>Department: 301 - Water Total:</b>		<b>216,040.00</b>	<b>216,040.00</b>	<b>4,028.31</b>	<b>132,528.81</b>	<b>-83,511.19</b>	<b>38.66%</b>

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 310 - Utility Operations</b>						
<a href="#">400-310-41001</a>	PEC Franchise Fee	130,000.00	130,000.00	0.00	107,170.69	-22,829.31 17.56 %
<a href="#">400-310-41002</a>	ROW Fees	6,000.00	6,000.00	11.04	2,344.62	-3,655.38 60.92 %
<a href="#">400-310-41003</a>	Cable Franchise Fees	130,000.00	130,000.00	0.00	38,863.48	-91,136.52 70.11 %
<a href="#">400-310-41004</a>	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	4,298.84	1,298.84 143.29 %
<a href="#">400-310-46002</a>	Interest	60,000.00	60,000.00	17,484.40	94,908.99	34,908.99 158.18 %
<b>Department: 310 - Utility Operations Total:</b>		<b>329,000.00</b>	<b>329,000.00</b>	<b>17,495.44</b>	<b>247,586.62</b>	<b>-81,413.38 24.75%</b>
<b>Revenue Total:</b>		<b>18,112,893.26</b>	<b>18,112,893.26</b>	<b>340,047.22</b>	<b>3,168,026.96</b>	<b>-14,944,866.30 82.51%</b>

<b>Expense</b>						
<b>Department: 300 - Wastewater</b>						
<a href="#">400-300-60000</a>	Regular Employees	0.00	0.00	0.00	17,325.60	-17,325.60 0.00 %
<a href="#">400-300-60002</a>	Overtime	0.00	0.00	0.00	299.60	-299.60 0.00 %
<a href="#">400-300-61000</a>	Health Insurance	0.00	0.00	0.00	2,156.62	-2,156.62 0.00 %
<a href="#">400-300-61001</a>	Dental Insurance	0.00	0.00	0.00	151.65	-151.65 0.00 %
<a href="#">400-300-61002</a>	Medicare	0.00	0.00	0.00	254.78	-254.78 0.00 %
<a href="#">400-300-61003</a>	Social Security	0.00	0.00	0.00	1,089.34	-1,089.34 0.00 %
<a href="#">400-300-61004</a>	Unemployment	0.00	0.00	0.00	60.82	-60.82 0.00 %
<a href="#">400-300-61006</a>	TMRS	0.00	0.00	0.00	1,031.71	-1,031.71 0.00 %
<a href="#">400-300-62002</a>	Engineering and Surveying	857,000.00	857,000.00	0.00	16,571.91	840,428.09 98.07 %
<a href="#">400-300-62019</a>	Planning and Permitting	5,000.00	5,000.00	0.00	17,281.51	-12,281.51 -245.63 %
<a href="#">400-300-62020</a>	Lab Testing	0.00	0.00	0.00	2,256.75	-2,256.75 0.00 %
<a href="#">400-300-63004</a>	Dues, Fees & Subscriptions	0.00	0.00	232.44	1,308.24	-1,308.24 0.00 %
<a href="#">400-300-63025</a>	Wastewater Treatment Plant Maint	92,430.00	92,430.00	28,418.41	30,682.58	61,747.42 66.80 %
<a href="#">400-300-63026</a>	Routine Operations	87,000.00	87,000.00	3.98	10,498.16	76,501.84 87.93 %
<a href="#">400-300-63027</a>	Operations Non Routine	85,800.00	85,800.00	3,874.66	20,505.19	65,294.81 76.10 %
<a href="#">400-300-63028</a>	Lift Station Maintenance	64,300.00	64,300.00	0.00	26,504.34	37,795.66 58.78 %
<a href="#">400-300-63029</a>	Sanitary Sewer Line Maintenance	51,360.00	193,630.14	31,846.46	92,569.92	101,060.22 52.19 %
<a href="#">400-300-63030</a>	Drip Field Maintenance	30,000.00	30,000.00	47.92	985.80	29,014.20 96.71 %
<a href="#">400-300-63031</a>	Sludge Hauling	150,000.00	150,000.00	9,836.55	55,595.59	94,404.41 62.94 %
<a href="#">400-300-63033</a>	Wastewater Flow Measurement	9,000.00	9,000.00	0.00	0.00	9,000.00 100.00 %
<a href="#">400-300-63034</a>	Utility Operations	0.00	0.00	0.00	16,752.50	-16,752.50 0.00 %
<a href="#">400-300-64010</a>	Supplies	28,500.00	28,500.00	3,236.52	8,902.20	19,597.80 68.76 %
<a href="#">400-300-64022</a>	Chemicals	15,000.00	15,000.00	821.97	4,824.50	10,175.50 67.84 %
<a href="#">400-300-65000</a>	Network/Phone	0.00	0.00	726.60	2,284.79	-2,284.79 0.00 %
<a href="#">400-300-65017</a>	Electric	80,000.00	80,000.00	6,364.11	25,937.59	54,062.41 67.58 %
<a href="#">400-300-70003</a>	Other Expenses	85,000.00	85,000.00	0.00	3,374.88	81,625.12 96.03 %
<a href="#">400-300-71000</a>	Capital Projects	2,000,000.00	2,670,464.62	0.00	605,692.22	2,064,772.40 77.32 %
<a href="#">400-300-72001</a>	TWDB - Capital Projects	16,175,000.00	16,175,000.00	0.00	0.00	16,175,000.00 100.00 %
<a href="#">400-300-72002</a>	TWDB - Engineering and Design	485,000.00	485,000.00	-6,582.50	113,368.75	371,631.25 76.63 %
<a href="#">400-300-72003</a>	TWDB - Special Counsel and Consul	0.00	0.00	0.00	7,979.11	-7,979.11 0.00 %
<a href="#">400-300-72004</a>	TWDB - Misc.	230,000.00	230,000.00	0.00	550.00	229,450.00 99.76 %
<a href="#">400-300-72005</a>	TWDB - Land Acquisition	0.00	0.00	0.00	30,000.00	-30,000.00 0.00 %
<a href="#">400-300-90013</a>	Transfer to Vehicle Replacement Fu	37,936.00	37,936.00	0.00	0.00	37,936.00 100.00 %
<b>Department: 300 - Wastewater Total:</b>		<b>20,568,326.00</b>	<b>21,381,060.76</b>	<b>78,827.12</b>	<b>1,116,796.65</b>	<b>20,264,264.11 94.78%</b>

<b>Department: 301 - Water</b>						
<a href="#">400-301-62020</a>	Lab Testing	0.00	0.00	0.00	18.36	-18.36 0.00 %
<a href="#">400-301-63026</a>	Routine Operations	25,000.00	25,000.00	95.00	479.75	24,520.25 98.08 %
<a href="#">400-301-63027</a>	Operations Non Routine	10,000.00	10,000.00	0.00	94.05	9,905.95 99.06 %
<a href="#">400-301-63032</a>	Water Line Maintenance & Repair	20,000.00	22,210.11	5,805.06	27,866.35	-5,656.24 -25.47 %
<a href="#">400-301-63034</a>	Utility Operations	0.00	0.00	0.00	100.00	-100.00 0.00 %
<a href="#">400-301-64010</a>	Supplies	50,000.00	52,368.61	0.00	26,581.79	25,786.82 49.24 %
<b>Department: 301 - Water Total:</b>		<b>105,000.00</b>	<b>109,578.72</b>	<b>5,900.06</b>	<b>55,140.30</b>	<b>54,438.42 49.68%</b>

<b>Department: 310 - Utility Operations</b>						
<a href="#">400-310-60000</a>	Regular Employees	527,345.98	527,345.98	39,323.88	191,127.31	336,218.67 63.76 %
<a href="#">400-310-60002</a>	Overtime	0.00	0.00	2,086.33	11,644.20	-11,644.20 0.00 %
<a href="#">400-310-60003</a>	On Call Pay	10,400.00	10,400.00	800.00	8,974.92	1,425.08 13.70 %
<a href="#">400-310-61000</a>	Health Insurance	59,572.49	59,572.49	3,861.32	18,115.20	41,457.29 69.59 %

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Percent Remaining
<a href="#">400-310-61001</a>	Dental Insurance	0.00	0.00	269.60	1,263.75	-1,263.75	0.00 %
<a href="#">400-310-61002</a>	Medicare	0.00	0.00	586.87	2,908.45	-2,908.45	0.00 %
<a href="#">400-310-61004</a>	Unemployment	0.00	0.00	120.92	1,257.89	-1,257.89	0.00 %
<a href="#">400-310-61005</a>	Federal Withholding	42,609.97	42,609.97	0.00	0.00	42,609.97	100.00 %
<a href="#">400-310-61006</a>	TMRS	30,894.73	30,894.73	2,490.40	12,580.86	18,313.87	59.28 %
<a href="#">400-310-62001</a>	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">400-310-62003</a>	Special Coounsel and Consultants	50,000.00	50,000.00	0.00	11,152.49	38,847.51	77.70 %
<a href="#">400-310-62020</a>	Lab Testing	30,000.00	30,000.00	2,886.50	10,916.75	19,083.25	63.61 %
<a href="#">400-310-63001</a>	Equipment Maintenance	10,000.00	10,000.00	0.00	708.51	9,291.49	92.91 %
<a href="#">400-310-63002</a>	Fleet Maintenance	12,000.00	12,000.00	34.19	769.66	11,230.34	93.59 %
<a href="#">400-310-63005</a>	Training/Continuing Education	13,305.00	16,330.51	1,040.00	2,752.50	13,578.01	83.15 %
<a href="#">400-310-63034</a>	Utility Operations	355,560.00	355,560.00	33,400.00	41,875.93	313,684.07	88.22 %
<a href="#">400-310-64001</a>	IT Equipment & Support	4,340.00	4,340.00	0.00	1,179.16	3,160.84	72.83 %
<a href="#">400-310-64002</a>	Software	15,313.00	15,313.00	195.00	13,490.44	1,822.56	11.90 %
<a href="#">400-310-64003</a>	Uniforms	7,470.00	7,470.00	237.80	4,057.63	3,412.37	45.68 %
<a href="#">400-310-64006</a>	Fleet Acquisition	62,000.00	62,000.00	398.00	63,236.00	-1,236.00	-1.99 %
<a href="#">400-310-64008</a>	Fuel	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">400-310-64023</a>	Equipment	53,000.00	53,000.00	659.98	18,746.63	34,253.37	64.63 %
<a href="#">400-310-65000</a>	Network/Phone	16,250.00	16,250.00	219.82	18,895.54	-2,645.54	-16.28 %
<b>Department: 310 - Utility Operations Total:</b>		<b>1,330,061.17</b>	<b>1,333,086.68</b>	<b>88,610.61</b>	<b>435,653.82</b>	<b>897,432.86</b>	<b>67.32%</b>
<b>Department: 311 - Arrowhead Wastewater Plant</b>							
<a href="#">400-311-63025</a>	Arrowhead - Wastewater Treatment	18,325.00	18,325.00	54.98	6,734.66	11,590.34	63.25 %
<a href="#">400-311-63026</a>	Arrowhead - Routine Operations	23,250.00	23,250.00	-21,731.13	3,432.20	19,817.80	85.24 %
<a href="#">400-311-63027</a>	Arrowhead - Non-Routine Operatio	21,450.00	21,450.00	3,064.18	13,334.58	8,115.42	37.83 %
<a href="#">400-311-63028</a>	Arrowhead - Lift Station Maintenanc	6,500.00	6,500.00	0.00	1,400.16	5,099.84	78.46 %
<a href="#">400-311-63030</a>	Arrowhead - Drip Field Maintenanc	51,500.00	51,500.00	0.00	0.00	51,500.00	100.00 %
<a href="#">400-311-63031</a>	Arrowhead - Sludge Hauling	39,000.00	39,000.00	6,699.13	19,083.22	19,916.78	51.07 %
<a href="#">400-311-64010</a>	Arrowhead - Supplies	7,500.00	7,500.00	61.98	794.57	6,705.43	89.41 %
<a href="#">400-311-64022</a>	Arrowhead - Chemicals	13,000.00	13,000.00	513.00	5,365.60	7,634.40	58.73 %
<a href="#">400-311-65017</a>	Arrowhead - Electricity	20,000.00	20,000.00	1,400.42	4,646.06	15,353.94	76.77 %
<a href="#">400-311-71000</a>	Arrowhead - Capital Projects	2,029,109.57	2,029,109.57	0.00	47,760.00	1,981,349.57	97.65 %
<b>Department: 311 - Arrowhead Wastewater Plant Total:</b>		<b>2,229,634.57</b>	<b>2,229,634.57</b>	<b>-9,937.44</b>	<b>102,551.05</b>	<b>2,127,083.52</b>	<b>95.40%</b>
<b>Expense Total:</b>		<b>24,233,021.74</b>	<b>25,053,360.73</b>	<b>163,400.35</b>	<b>1,710,141.82</b>	<b>23,343,218.91</b>	<b>93.17%</b>
<b>Fund: 400 - Utilities Surplus (Deficit):</b>		<b>-6,120,128.48</b>	<b>-6,940,467.47</b>	<b>176,646.87</b>	<b>1,457,885.14</b>	<b>8,398,352.61</b>	<b>121.01%</b>
<b>Report Surplus (Deficit):</b>		<b>-9,491,204.25</b>	<b>-10,409,905.16</b>	<b>941,077.02</b>	<b>4,594,785.88</b>	<b>15,004,691.04</b>	<b>144.14%</b>

**Group Summary**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>						
<b>Revenue</b>						
000 - Undesignated	7,763,445.36	7,763,445.36	1,214,221.99	6,034,954.86	-1,728,490.50	22.26%
105 - Communications	110,209.00	110,209.00	35,331.23	60,783.36	-49,425.64	44.85%
200 - Planning & Development	1,628,875.00	1,628,875.00	182,869.03	662,725.52	-966,149.48	59.31%
201 - Building	1,550,000.00	1,550,000.00	339,730.82	816,070.66	-733,929.34	47.35%
400 - Parks & Recreation	579,880.00	592,448.00	5,429.00	16,640.00	-575,808.00	97.19%
402 - Aquatics	76,100.00	76,100.00	1,416.00	1,416.00	-74,684.00	98.14%
404 - Founders Day	124,450.00	124,450.00	15,675.00	93,275.00	-31,175.00	25.05%
<b>Revenue Total:</b>	<b>11,832,959.36</b>	<b>11,845,527.36</b>	<b>1,794,673.07</b>	<b>7,685,865.40</b>	<b>-4,159,661.96</b>	<b>35.12%</b>
<b>Expense</b>						
000 - Undesignated	5,797,331.91	5,797,331.91	24,442.30	154,073.27	5,643,258.64	97.34%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	7,500.00	67,500.00	-50,500.00	-297.06%
101 - City Administrators Office	0.00	0.00	45,872.18	296,974.27	-296,974.27	0.00%
102 - City Secretary	29,120.00	29,120.00	13,873.56	91,168.37	-62,048.37	-213.08%
103 - Courts	15,500.00	15,500.00	0.00	2,500.00	13,000.00	83.87%
104 - City Attorney	49,000.00	49,000.00	28,587.10	127,147.79	-78,147.79	-159.49%
105 - Communications	132,309.00	132,309.00	60,533.59	189,514.87	-57,205.87	-43.24%
106 - IT	389,894.84	389,894.84	30,014.80	269,477.03	120,417.81	30.88%
107 - Finance	1,494,123.00	1,494,123.00	377,382.75	790,526.06	703,596.94	47.09%
200 - Planning & Development	313,500.00	411,869.92	22,909.47	172,712.64	239,157.28	58.07%
201 - Building	792,000.00	792,000.00	190,627.25	567,733.55	224,266.45	28.32%
300 - Wastewater	1,140,000.00	1,140,000.00	0.00	373,059.14	766,940.86	67.28%
304 - Maintenance	2,271,860.00	2,271,860.00	81,081.77	719,467.56	1,552,392.44	68.33%
400 - Parks & Recreation	1,369,101.76	1,381,661.76	47,669.10	378,288.80	1,003,372.96	72.62%
401 - DSRP	683,265.91	683,265.91	54,788.95	358,423.26	324,842.65	47.54%
402 - Aquatics	234,007.09	234,007.09	5,577.24	33,070.92	200,936.17	85.87%
404 - Founders Day	160,025.00	160,025.00	11,674.88	12,202.39	147,822.61	92.37%
500 - Emergency Management	94,298.00	94,298.00	14,196.49	-27,361.81	121,659.81	129.02%
<b>Expense Total:</b>	<b>14,982,336.51</b>	<b>15,093,266.43</b>	<b>1,016,731.43</b>	<b>4,576,478.11</b>	<b>10,516,788.32</b>	<b>69.68%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>-3,149,377.15</b>	<b>-3,247,739.07</b>	<b>777,941.64</b>	<b>3,109,387.29</b>	<b>6,357,126.36</b>	<b>195.74%</b>
<b>Fund: 200 - Dripping Springs Ranch Park</b>						
<b>Revenue</b>						
401 - DSRP	1,109,665.20	1,109,665.20	32,846.80	489,569.06	-620,096.14	55.88%
<b>Revenue Total:</b>	<b>1,109,665.20</b>	<b>1,109,665.20</b>	<b>32,846.80</b>	<b>489,569.06</b>	<b>-620,096.14</b>	<b>55.88%</b>
<b>Expense</b>						
400 - Parks & Recreation	11,000.00	11,000.00	360.00	2,665.47	8,334.53	75.77%
401 - DSRP	1,320,363.82	1,320,363.82	45,998.29	459,390.14	860,973.68	65.21%
<b>Expense Total:</b>	<b>1,331,363.82</b>	<b>1,331,363.82</b>	<b>46,358.29</b>	<b>462,055.61</b>	<b>869,308.21</b>	<b>65.29%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>	<b>-221,698.62</b>	<b>-221,698.62</b>	<b>-13,511.49</b>	<b>27,513.45</b>	<b>249,212.07</b>	<b>112.41%</b>
<b>Fund: 400 - Utilities</b>						
<b>Revenue</b>						
000 - Undesignated	539,485.58	539,485.58	0.00	1,179,317.84	639,832.26	118.60%
300 - Wastewater	17,028,367.68	17,028,367.68	318,523.47	1,608,593.69	-15,419,773.99	90.55%
301 - Water	216,040.00	216,040.00	4,028.31	132,528.81	-83,511.19	38.66%
310 - Utility Operations	329,000.00	329,000.00	17,495.44	247,586.62	-81,413.38	24.75%
<b>Revenue Total:</b>	<b>18,112,893.26</b>	<b>18,112,893.26</b>	<b>340,047.22</b>	<b>3,168,026.96</b>	<b>-14,944,866.30</b>	<b>82.51%</b>
<b>Expense</b>						
300 - Wastewater	20,568,326.00	21,381,060.76	78,827.12	1,116,796.65	20,264,264.11	94.78%
301 - Water	105,000.00	109,578.72	5,900.06	55,140.30	54,438.42	49.68%
310 - Utility Operations	1,330,061.17	1,333,086.68	88,610.61	435,653.82	897,432.86	67.32%
311 - Arrowhead Wastewater Plant	2,229,634.57	2,229,634.57	-9,937.44	102,551.05	2,127,083.52	95.40%

**Budget Report**

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

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense Total:</b>	24,233,021.74	25,053,360.73	163,400.35	1,710,141.82	23,343,218.91	93.17%
<b>Fund: 400 - Utilities Surplus (Deficit):</b>	-6,120,128.48	-6,940,467.47	176,646.87	1,457,885.14	8,398,352.61	121.01%
<b>Report Surplus (Deficit):</b>	-9,491,204.25	-10,409,905.16	941,077.02	4,594,785.88	15,004,691.04	144.14%

### Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-3,149,377.15	-3,247,739.07	777,941.64	3,109,387.29	6,357,126.36
200 - Dripping Springs Ranch Park	-221,698.62	-221,698.62	-13,511.49	27,513.45	249,212.07
400 - Utilities	-6,120,128.48	-6,940,467.47	176,646.87	1,457,885.14	8,398,352.61
<b>Report Surplus (Deficit):</b>	<b>-9,491,204.25</b>	<b>-10,409,905.16</b>	<b>941,077.02</b>	<b>4,594,785.88</b>	<b>15,004,691.04</b>





# Contract Cover Sheet

<b>Contract Number</b>	<p style="text-align: center;">RVI06202023-Amendment</p> <p><i>Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan.18, 2022 the Contract number is HDR20220118. If administratively approved, use the date the contract is submitted to the city signator.</i></p>
<b>Contractor with Contact Information</b>	<p>Company: RVI Planning POC: <b>Peter Dufrene</b></p> <p>Address: 1611 West 5th Street, Suite 175 Austin Texas 78703</p> <p>Phone Number: (512) 480-0032</p>
<b>Effective Date</b>	<p>Upon Execution.</p>
<b>Termination Date</b>	<p>When work is completed pursuant to Amendment and Original Agreement -- RVI06202023</p>
<b>Renewal/ Termination Notice Date</b>	<p>None</p>
<b>Bid/Quotes/ Budgeted</b>	<p>RFQ was used to obtain original agreement in 2023. This an Amendment/Change Order</p>
<b>Department</b>	<p>Parks &amp; Community Services</p>
<b>Reporting Requirements</b>	<p>Insurance Certificate: <input type="checkbox"/> YES <input type="checkbox"/> NA</p> <p>Conflict Disclosure: <input type="checkbox"/> YES <input type="checkbox"/> NA</p> <p>1295 Reporting: <input type="checkbox"/> YES <input type="checkbox"/> NA</p> <p>Other Reporting Requirements:</p>
<b>Council Meeting Date (if applicable)</b>	<p>April 16, 2024</p>

**PROFESSIONAL SERVICES AGREEMENT**

This Amendment to the RVI Professional Services Agreement, made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **RVI Planning**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. **Project Summary:** Conduct Master Park Study for Rathgeber Park “Park”.
- 2. **Amended Scope of Work:** Amended Scope of Work adds all work in Attachment “A” including review of site access to the Rathgeber Park.
- 3. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed fifty thousand dollars (\$50,000) including the base fee and Malone Wheeler fees. Invoices will be submitted monthly and payment is due within 30 days of City’s receipt and approval of the invoice. Any amount in excess of this amount must be approved by both parties in writing.
- 4. **Duration:** This Amendment to the Agreement shall run concurrently with Agreement approved on or about June 20, 2023.
- 5. **Other Terms:** The Agreement shall be incorporated into this Amendment.
- 6. **Entire Agreement:** This Amendment and the original Agreement (RVI06202023) contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment “A”, this Agreement shall prevail.

**CITY OF DRIPPING SPRINGS:**

**CONTRACTOR:**

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

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT A



## PROPOSAL FOR PROFESSIONAL SERVICES

March 22, 2024

Ms. Michelle Fischer  
City Administrator  
City of Dripping Springs, Texas  
511 West Mercer Street  
RVI Project Number: 23000051

RE: Rathgeber Natural Resource Park – Amendment/Change Order Request

Dear Michelle:

Thank you for taking time out of your busy schedule last week to meet with RVI and Malone Wheeler to discuss the access options for the park property. As discussed, RVI and Malone Wheeler have been working with the City to explore the potential access between the ISD property (via multiple meetings, preparation of potential access sketches) and Rathgeber Natural Resource Park.

After the results of the meeting with ISD, the design team suggested the possibility of exploring access options through the property to the west. Once we received direction to move forward with exploring access options, Malone Wheeler prepared multiple (6-7) concepts. The team met with the City to discuss advantages and disadvantages for each option and then developed two additional options. These were prepared and sent out after our meeting on March 13, 2024.

Part of our discussion at last week's meeting was next steps moving forward and the need for an amendment/change order for efforts conducted and anticipated. As promised, please see the draft amendment for your review and consideration.

We would be happy to meet with you all to discuss the draft and necessary steps in getting a change order approved.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter Dufrene'.

Peter Dufrene, ASLA, SITES AP  
Associate Principal

Cc: Andrew Binz, Parks and Community Services Director



**PROFESSIONAL SERVICES AGREEMENT - AMENDMENT NO. 1**

**RVi# 23000050**

This Amendment to Design Professional Services Agreement (the "Amendment") is entered into as of this day 22<sup>nd</sup> of March 2024 by and between, City of Dripping Springs (CoDS) 511 Mercer Street or P.O. Box 384 Dripping Springs, Texas 78620 ("Client") and RVi Planning + Landscape Architecture, Inc. ("Consultant").

Client and Consultant have entered into that certain Agreement for Design Services for Rathgeber Natural Resources Park dated as of June 27, 2023 (the "Original Agreement") and desire to amend the Original Agreement.

Except as expressly modified by this Amendment, the Original Agreement remains unchanged and in full force and effect.

A. The parties agree that Article 1 – BASIC SERVICES, of the Original Agreement, is hereby amended by adding the following:

1.2 (11) Site Context Analysis/Data Collection (Meetings)

- Attendance of Meetings with City Staff, Dripping Springs ISD, and adjacent land owners to evaluate constraints, challenges and opportunities for multiple access options from adjacent properties, which may include without limiting access from Dripping Springs ISD owned land, Cynosure/Wild Ridge and Headwaters.

1.2 (12) Site Context Analysis/Data Collection (Access Options)

- Provide and evaluate access options (additional to access easement near northern property boundary of Headwaters development). Assumes support meetings which may include preparation of exhibits, review of adjacent property's entitlements; land planning and roadway exhibits, phase and utility considerations; development agreement review of adjacent properties for purposes of anticipating amendment or potential opportunities for landowners to grant roadway/park access.

B. The parties agree that Article 4-COMPENSATION of the Original Agreement, is hereby amended by adding the following:

The Client agrees to pay the Consultant the following estimated fees for the Basic Services. Fees for Basic Services will be charged on an hourly basis for each phase of the Project plus reimbursable costs and will not be exceeded without authorization from the Client. The fees assume no substantial change in scope of the Project or services:

1.2 (11) Site Context Analysis/Data Collection (Meetings)	\$18,500
1.2 (12) Site Context Analysis/Data Collection (Access Options)	<u>\$31,500</u>
Total Hourly	\$50,000

(fees above are inclusive of Malone-Wheeler, see attached for reference)

The Client shall compensate the Consultant as follows:

The following hourly rates shall apply to the fees described herein and any additional services requested of the Consultant. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the Consultant.

Principal	\$220.00 - \$300.00
Associate Principal	\$190.00 - \$275.00
Practice Director	\$160.00 - \$275.00
Project Director	\$150.00 - \$250.00
Project Manager	\$140.00 - \$250.00
Landscape Architect (PLA)/Planner (AICP)	\$150.00 - \$225.00
Designer/Planner/Intern	\$90.00 - \$205.00
Technical, Administrative	\$80.00 - \$175.00



**APPROVED AND ACCEPTED**

This Amendment to Land Planning and/or Landscape Architectural Design Services Agreement is approved and accepted by the Client and Consultant upon both parties signing and dating the Amendment and returning a signed copy to the Consultant.

CONSULTANT:

**RVi Planning + Landscape Architecture, Inc.**

CLIENT:

City of Dripping Springs, Texas

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Chris Lalich \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Vice President \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ March 22, 2024 \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT



CIVIL ENGINEERING \* DEVELOPMENT CONSULTING \* PROJECT MANAGEMENT

### Additional Services Request (Change Order No. 1)

**Project Name:** Rathgeber Park  
**Project Number:** 23-029-AUS  
**Client:** RVi Planning + Landscape Architecture  
**Contact:** Drew Carman, PLA  
**Address:** 1611 West 5<sup>th</sup> Street, Suite 175, Austin, TX 78703  
**Phone:** 512.492.3971  
**Email:** DCarman@rviplanning.com

This document is in reference to a contract agreement dated 08/24/2023, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Client hereby authorizes Malone/Wheeler, Inc. to perform the following additional services for the referenced project.

**Scope of Services:** Site access options support services and meetings. See Exhibit A for more detail on anticipated services.

**COMPENSATION to be on the basis of:** This project will be billed on both a Time and Materials (T & M) basis with estimated budgets and on a Lump Sum basis as per Exhibit A. T&M tasks will be billed per hourly rates found in the Billing Rate Schedule, Exhibit B.

If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of services for Malone/Wheeler, Inc. administrative costs, unless otherwise specified. Reimbursable expenses as defined in the Provisions shall be invoiced at cost to Malone/Wheeler, Inc. plus 10% for administrative and processing costs.

**Miscellaneous:** N/A

Services covered by this authorization shall be performed in accordance with PROVISIONS and attached Exhibit(s) included with this form.



### ADDITIONAL SERVICES REQUEST (Change Order No. 1)

**Approved by CLIENT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved for Malone/Wheeler, Inc.**

By: \_\_\_\_\_  
Printed Name: Daniel J. Brown, P.E., LEED AP  
Title: Principal  
Date: \_\_\_\_\_



Scope of Work & Compensation

Project Name: Rathgeber Natural Resources Park - Masterplan - CO#1

3/19/2024

EXHIBIT A

Task No.	Title	General Description of Work	Budget	Time & Material / Lump Sum
	<b>Site And Context Analysis Data Collection - Additional Service Request CO#1</b>			
1.2.6		Attend meetings with the design team, City staff, Dripping Springs ISD and/or adjacent landowners or their representatives to evaluate constraints, challenges and opportunities for site access options from adjacent lands which may include without limiting access from Dripping Springs ISD owned land, Cynosure/Wild Ridge and Headwaters.	12,500.00	Time & Material (Budget)
1.2.7		Provide and evaluate access options (additional to the existing access easement near the northern property boundary of the Headwaters single-family development). This assumes support for meetings which may include preparation of exhibits; review of adjacent property's entitlements; land planning and roadway exhibits; phasing and utility considerations; development agreement review of adjacent properties for purposes of anticipating amendments or potential opportunities for landowners to grant roadway/park access. The full scope is unknown at the time of drafting this proposal, thus the above items and T&M budget are provided to aid in describing potential/anticipated efforts.	25,000.00	Time & Material (Budget)
	<b>Total</b>		<b>37,500.00</b>	





**EXHIBIT B**  
STANDARD RATE SCHEDULE

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Project Principal	\$275
Senior Project Manager	\$235
Project Manager	\$195
Assistant Project Manager	\$175
Senior Project Engineer	\$185
Project Engineer	\$155
Senior Designer	\$155
Senior CAD Design Technician	\$130
CAD Design Technician	\$120
Drafter 3	\$110
Drafter 2	\$105
Drafter 1	\$95
EIT 3 / Graduate Engineer 3	\$135
EIT 2 / Graduate Engineer 2	\$125
EIT 1 / Graduate Engineer 1	\$105
Project Administration Manager	\$120
Project Administrator	\$80

Reimbursables Expenses

Reimbursable expenses as defined in the Provisions shall be invoiced at cost to Malone/Wheeler, Inc. plus 10% for administrative and processing costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

Sub-Consultant Services / Outside Services

If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of services for Malone/Wheeler, Inc. administrative and processing costs, unless otherwise specified.

Note: Rates subject to change January 1<sup>st</sup> of each year.

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 20<sup>th</sup> day of June 2023, by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **RVi Planning**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Conduct Master Park Study for Rathgeber Park “Park”.
2. **Scope of Work:** Scope of Work includes all work in Attachment “A”.
3. **Description of Services:** The Contractor shall perform the below duties as needed by the City:
  - Inventory of the Site.
  - Identify regional/national standards related to park development projects.
  - Development community engagement plan.
  - Provide a detailed schedule for the planning, design development, and construction document phases.
  - All other services necessary for the Scope of Work in Attachment “A”.
4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed three hundred fifteen thousand eight hundred sixty dollars (\$315,860) including the base fee and up to ten thousand dollars (\$10,000) of reimbursable expenses. Invoices will be submitted monthly, and payment is due within 30 days of City’s receipt and approval of the invoice. Any amount in excess of this amount must be approved by both parties in writing.
5. **Duration:** This Agreement shall be in effect for a period of one year (12 months), unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
6. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
7. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
8. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor’s employees.
9. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission

(Texas Local Government Code Chapter 176), and the Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

**10. Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor’s employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor’s employees may sustain while performing services under this Agreement. Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor’s employees for the provision of services to the City.

**11. INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY’S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR’S EMPLOYEES, IF ANY, AND CONTRACTOR’S AGENTS.

**12. Assignment:** Contractor’s obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

**13. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**

Attention: City Administrator  
City of Dripping Springs City  
P.O. Box 384  
Dripping Springs, TX 78620  
512-858-4725

**For the Contractor:**

Attention: Alan N. Harris, Esq.  
Two Towne Square  
Suite 700  
Southfield, MI 48076  
248-447-2000

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

**14. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists

between this Agreement and Attachment "A", this Agreement shall prevail.

- 15. **Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 16. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 17. **Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 18. **Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 19. **Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 20. **Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 21. **Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Bill Foulds Jr.  
 Bill Foulds Jr., Mayor

\_\_\_\_\_

June 23, 2023  
 Date

\_\_\_\_\_ Date

ATTEST:

Andrea Cunningham  
 Andrea Cunningham, City Secretary



between this Agreement and Attachment "A", this Agreement shall prevail.

- 15. **Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
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- 18. **Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 19. **Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 20. **Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 21. **Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.

**CITY OF DRIPPING SPRINGS:**

**CONTRACTOR:**

Bill Foulds Jr.  
 Bill Foulds Jr., Mayor

Chris Lalich  
 Chris Lalich, Vice President of Project Operations

June 23, 2023  
 Date

June 27, 2023  
 Date

ATTEST:

Andrea Cunningham  
 Andrea Cunningham, City Secretary



**ATTACHMENT A**

Scope of Work



## PROFESSIONAL SERVICES AGREEMENT – DESIGN

Project Name: Rathgeber Natural Resources Park

RVi# 23000050

Client Name: City of Dripping Springs (CoDS)

Client Address: 511 Mercer Street or P.O. Box 384 Dripping Springs, Texas 78620

Based upon our understanding of project requirements and discussions with you, we have developed the following scope of service.

### ARTICLE 1: BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, services described in the following phases.

#### 1.1 PROJECT INITIATION

1. Create work plan that identifies team organization, meeting schedule, outline of tasks, timeline for milestones and deliverables, community engagement plan.
2. Conduct a Kickoff Meeting with CoDS staff and other stakeholders to review project goals, transfer available information, and review workplan. Document the meeting. One (1) meeting is included.
3. Obtain and review plans, maps, and records provided by the Client.
4. Provide monthly progress reports to CoDS Project Manager cumulatively detailing work completed.
5. Conduct a web-based survey with the Client focused on potential goals, vision, character, defining features, and other important issues to consider for the project.

Deliverables:

- Work Plan
- Progress Reports

#### 1.2 SITE AND CONTEXT ANALYSIS, DATA COLLECTION

1. Compile and analyze reports that affect the project study area as provided by CoDS.
2. Review existing CoDS master plans, relevant contracts or agreements that may affect the project or design parameters.
3. Provide aerial mapping services of the property to establish a visual baseline of existing conditions. The produced documents will include orthomosaic aerial map. One (1) Aerial flight will cover the project area. Aerial photography will be processed into an orthomosaic map and point cloud to inform site evaluation and design program. Orthomosaic basemap shall be georeferenced for use in CAD, GIS, and graphic software.
4. Provide a 360-degree photography Virtual Site Tour of the existing site, delivered through a web-based interface suitable for virtual meetings, website embeds, and link share.
5. Conduct site reconnaissance and develop an existing conditions report and site assessment map including key feature, topography, floodplains, park conditions, plant communities, water sources, transportation networks, internal circulation, and parking, views, ecological and historical resources, and other site opportunities and constraints based on the visual observation and analysis of information obtained from CoDS, other sources, and expert consultants.
6. Develop a Project Opportunity Analysis by conducting market research of comparative and inspirational properties, amenities, and experiences to inform project differentiation, design direction, and storytelling. Provide comparative information from other parks for inspiration for programming, operations and maintenance structure, traffic and parking mitigation, and possible funding and revenue generation.
7. Provide an analysis of the primary Site User Groups and relevant needs, behaviors, and design ideas for further exploration in team workshops and validation in community forums.
8. Conduct staff interviews to understand maintenance, operations, and sustainability goals.
9. Prepare existing conditions and site assessment report

10. Meet with CoDS to review. Incorporate comments from meeting to finalize Existing Conditions and Site Assessment Map and Report. One (1) meeting is included.

DELIVERABLES:

- Aerial Map supported by 360 Photography Virtual Site Tour Webpage
- Project Opportunity Analysis
- Existing Conditions & Site Assessment Map and Report

### 1.3 PRELIMINARY VISION PLANNING

1. Conduct a Vision Workshop with Client team and project Consultants to explore design opportunities and establish potential theming directions.
  - Vision Workshop will include review of web-based survey and project insights, open discussion, and team activities to determine project principles, explore design inspiration, envision site experiences for our user groups, and discuss the impacts of creative ideas on the project's long-term potential.
  - Develop set of initial Vision and Values that will drive project design decisions.
  - Consultant will prepare Vision Workshop findings for presentation use in Public Engagement Point #1 (Refer to Article 1.5).
2. Prepare Needs Assessment narrative.
3. Prepare assessment and criteria for pursuing Sustainable SITES application.
4. Develop up to two (2) preliminary Project Vision Plan Concepts expressing draft project principles, program ideas, and plan concepts.
  - Project Vision Plan Concepts will be informed by Site Assessment, Existing Conditions, Project Opportunity Analysis, Vision Workshop findings, and Public Engagement Point #1.
  - Consultant will review preliminary Project Plan Concepts with CoDS and project team in a digital session.
  - Consultant will prepare Project Vision Plan Concepts for presentation use in Stakeholder Engagement Workshop.
5. Based on Client review and feedback from Stakeholder Engagement Workshop and Public Engagement Point #2, Consultant will refine the preferred direction to a final Project Plan Concepts .

DELIVERABLES

- Preliminary Needs Assessment narrative
- (2) Preliminary Project Vision Plan Concepts

### 1.4 VISION PLAN

1. Prepare draft Vision Plan with emphasis on demonstrating how public input has influenced the plan.
2. Incorporate input from public meeting and develop vision plan summary report which will include:
  - Needs Assessment Report based on Site Analysis and public feedback addressing current and future needs for programming space, accessibility, and presentation of environmentally sensitive features.
  - Prepare preliminary Vision Plan concepts supported with graphics to illustrate the concepts.
  - Prepare plan identifying phasing (if needed), preliminary budget estimates, preliminary operations and maintenance recommendations, land management strategy, and potential funding strategies.
3. Prepare and conduct project briefing with CoDS and incorporated input to draft vision plan. The final draft Vision Plan will include graphic materials to illustrate the draft vision plan ideas and concepts.
4. Prepare presentation of up to 20 slides for boards and commission meetings, if required.
5. Conduct up to two (2) project presentations of the draft Vision Plan to Boards or Commissions.
6. Make changes to the Vision Plan as advised by the CoDS Project Manager or Parks Board and necessary changes to the final adopted plan prior to acceptance by CoDS.
7. Prepare final **Vision Plan Document** including:



- Background, Vision, and Values
- Site & Opportunity Analysis and Existing Conditions Reports
- Project Timeline
- Summary of Community Engagement (results and record material in appendix)
- Needs Assessment Matrix
- Vision Plan
  - Identity & Character
  - Education & Interpretation
  - Design & Resources
  - Implementation & Phasing
- Other Recommendations/Options
- O&M and Land Management Strategies
- Budget & Funding Strategies
- Appendix

#### DELIVERABLES

- Final Vision Plan, three (3) bound hard copies and electronic copy of report and all related materials.

#### 1.5 PUBLIC ENGAGEMENT

1. Create a Public Outreach and Engagement Plan that facilitates effective and diverse outreach strategy within the greater Dripping Springs area in collaboration with the CoDS and CoDS People and Communications Director.
2. Assist in preparation of CoDS notifications, press releases and other materials including factsheets, eBlasts for upcoming public meetings (6-8 weeks in advance), including providing additional communication materials to support social media efforts when advertising for public engagement opportunities. Press releases, eBlasts will be reviewed and disseminated by the CoDS People and Communications Department.
3. Maintain public feedback from meetings, online surveys, emails and phone calls, to be documented in an appendix of the final plan.
4. Coordinate with CoDS People and Communications Department on materials translations and language interpretation of meetings.
5. Prepare and maintain meeting summaries to include meeting presentations, meeting materials, sign-in sheets, and meeting minutes. Meeting material will also be included in an appendix of the final plan.
6. Provide updates to the CoDS Project Manager and Project Team following all public engagements and plan and facilitate a work session after each public meeting with design team to review all the public feedback received.
7. Conduct **3 Public Engagement Points** to document community needs and inform Vision Plan design.
  - a. **Public Engagement Point #1 (during Preliminary Vision Plan Phase):** Public Introduction. The first public engagement will introduce the consultant's project team; present the project approach, parameters, schedule, existing conditions, opportunities, and challenges; and seek input on vision planning goals, guiding principles, and further community-focused design activities. A preliminary PARK (Preserve, Add, Remove, Keep Out) input exercise or similar exercise will be facilitated. The meeting shall close with information on next steps.
    - Prepare agenda, sign-in sheets, notifications, invitations, handouts, and presentation materials that will be reviewed by the CoDS People and Communications Department prior to being released to the public.
    - Conduct community presentation, manage meeting program, and guide feedback collection.
    - Assist CoDS People and Communications Department with any media attending a meeting.
    - If virtual; setup of live-stream or virtual meeting link and assign internal monitor for meeting.
    - If in-person; coordinate with CoDS People and Communications Department to secure location or meeting site. Assist in setup/cleanup of meeting sites, coordinate with CoDS to ensuring all meetings are equipped with standard A/V equipment.
    - Maintain written minutes, which shall include a list of participants, and an ADA accessible summary report.
    - This engagement takes place in the Preliminary Vision Plan phase

- b. **Stakeholder Engagement Workshop (during Preliminary Vision Plan Phase):** : User Group Placemaking Workshop. This public engagement will recruit members of the community to represent site user groups in a collaborative design workshop. The User Group Placemaking Workshop will further define Site User Groups and pressure-test preliminary Project Vision Concept Plans by strengthening our understanding of primary user needs, potential site behaviors, and design ideas for ongoing Vision Plan development. The stakeholder participants will be developed in consultation with CoDS and may include the Boy Scouts, Environmental Organizations, or Local Community/Civic Leaders. Stakeholder groups may be staggered throughout the day or combined, depending on need, location, and group.
- Assist CoDS in recruitment of User Group representatives.
  - Prepare agenda, notifications, and workshop structure that will be reviewed by the CoDS People and Communications Department prior to public deployment.
  - Conduct User Group Placemaking Workshop, manage activities, and guide feedback collection.
  - Provide summary of workshop activities and findings.
- c. **Public Engagement Point #2 (Vision Plan Phase):** : The second public engagement will present the preliminary design concepts to solicit feedback, generate alternate ideas, and demonstrate how public input has influenced the project.
- Prepare agenda, sign-in sheets, notifications, invitations, handout and presentation materials that will be reviewed by the CoDS People and Communications Department prior to being released to the public
  - Assist CoDS People and Communications Department with any media attending a meeting
  - If virtual; setup of live-stream or virtual meeting link and assign internal monitor for meeting.
  - If in-person; coordinate with CoDS People and Communications Department to secure location or meeting site. Assist in setup/cleanup of meeting sites, coordinate with CoDS to ensuring all meetings are equipped with standard A/V equipment.
  - Maintain written minutes, which shall include a list of participants, and an ADA accessible summary report.
  - This engagement takes place at start of Final Vision Plan phase.
8. Conduct **two (2) Popup Events (Pre and Final Vision Plan Phases):** with City staff present, that are to be carried out at a local public event in Dripping Springs. Site and events to be determined in consultation with CoDS People and Communications Department.
- Popup event shall consist of tent or booth and table (provided by CoDS) for displaying and disseminating information about the project to the public. Display material, provided by consultant, may consist of plan or graphic boards, flyers, QR code links, or digital display (depending on venue).
  - Consultant will provide up to two (2) project team members for a 2-hour event period.
  - Summary of Popup event shall be included in appendix of Vision Plan
9. Develop and Every Door Direct (by USPS) Mailing (Preliminary Vision Plan Phase) campaign to Dripping Springs zip codes that will communicate public engagement meetings, websites, or online surveys.
- Design mailing card for approval by CoDS People and Communications Department.

## ARTICLE 2: ADDITIONAL SERVICES

All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 4.2 of this Agreement.

2.1 Additional Services include, without limitation, the following:

1. Providing services other than those set forth in Article 1 of this Agreement;
2. Preparing construction drawings, plans, specifications, and other services in connection PS/E Design Phase services (30/60/90; SD/DD/CDs, Bid, Regulatory, or Construction Administration).
3. Expert witness services performed in preparing for and serving in connection with public hearings, litigation, arbitration, mediation, and/or negotiations;
4. Public or other presentations beyond those described in Basic Services;

- 5. Preparation of presentation materials for marketing or purposes other than in-progress approvals; construction of presentation models; or preparation of finish quality renderings for the Project;
- 6. Revisions to drawings previously provided by Consultant due to changes in the Projects' scope, budget or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents;
- 7. Any consultation, drawings, reports and other work products related to permits, approvals and ordinances; or, review and processing of permits, approvals and ordinances with agencies or municipalities having regulatory controls over the development not described in Basic Services;
- 8. Providing work in connection with the services of a construction manager retained by the Client;
- 9. Preparing drawings, specifications, supporting data and providing other services in connection with change orders to the extent that the adjustment in the basic compensation resulting from the adjusted construction costs is not commensurate with the services required of the Consultant; providing such change orders are required by causes not solely within the control of the Consultant;
- 10. Preparation of as-built drawings;

**ARTICLE 3: INFORMATION TO BE PROVIDED BY CLIENT**

3.1 The City of Dripping Springs shall provide, in a timely manner, all criteria and full information regarding City's requirements for, and limitations on, the Project, including without limitation:

- 1. GIS base layers including topography, boundaries, easements, utilities, impervious cover and vegetation; if needed.
- 2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;
- 3. Disseminate all press releases, notifications, meeting invitations and other communications to the public
- 4. Financial/economic information setting forth the budget limitations for the Project;
- 5. Designate a project manager to coordinate the project organization, schedule of meetings, and other deliverables.

**ARTICLE 4: COMPENSATION**

**4.1 BASIC SERVICES**

The Client shall compensate the Consultant as follows:

Consultant's compensation shall include the **lump sum of \$305,859.86** dollars for Basic Services (the "Basic Fee"), plus the total for Additional Services performed on an hourly basis at the rates set forth in Section 4.4, plus reimbursable expenses as set forth in Section 4.5. Consultant's total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in scope of the Project or services. The Client agrees to pay the Consultant the following fees for the Basic Services:

Project Initiation Phase Services	\$9,492.00
Site, Context Analysis, & Data Collection Phase Services	\$120,445.00
Vision Plan Phase Services (Preliminary and Final)	\$123,700.00
<u>Public Engagement Phase Services</u>	<u>\$52,222.86</u>
<b>Total:</b>	<b>\$305,859.86</b>

**4.2 ADDITIONAL SERVICES**

The Client shall pay the Consultant for authorized Additional Services performed, including fees and reimbursable expenses. Fees for Additional Services will be included as a separate item on the monthly billing statement.

**4.3 INVOICING AND PAYMENT**

Consultant will invoice Client monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable ten (10) days following the date of the invoice, at the office of RVI, 1611 West 5<sup>th</sup> Street, Suite 175, Austin, Texas 78703. Amounts remaining unpaid sixty (60) days following the date of the invoice shall bear interest at the rate of 12.0% per annum, or at the maximum legal rate allowable, which shall be calculated from the date of the invoice. In no event shall Consultant's failure to bill monthly constitute default under the Terms and Conditions of this Agreement. *Consultant retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of final work product if Client does not*

comply with the payment terms above. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred by RVi in connection with the collection of overdue accounts of Client.

The Client's billing contact information is outlined in the attached exhibit "Client's Billing Contacts"

4.4 HOURLY RATES

The following hourly rates shall apply to the fees described herein and any Additional Services requested of the Consultant. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the Consultant.

Principal	\$220.00 - \$275.00
Associate Principal	\$190.00 - \$250.00
Practice Director	\$160.00 - \$230.00
Project Director	\$150.00 - \$230.00
Project Manager	\$140.00 - \$230.00
Landscape Architect (PLA)/Planner (AICP)	\$150.00 - \$220.00
Designer/Planner/Intern	\$90.00 - \$200.00
Technical, Administrative	\$80.00 - \$175.00

4.5 REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Consultant in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; special consultants; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; fees paid for securing approval of authorities having jurisdiction over the project; expense of any additional insurance coverage or limits including professional liability insurance requested by the Client in excess of that normally carried by the Consultant and the Consultant's sub-consultants and third-party consultant charges. Reimbursable expenses will be billed at 1.15 times direct cost to the Consultant.



EXHIBIT A  
LIMIT OF WORK (INDICATED IN ORANGE)



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

RVE Inc. dba RVi Planning + Landscape Architecture Inc. - NO CONFLICT

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

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

N/A

\_\_\_\_\_  
Name of Officer

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

N/A

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

Yes       No

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

Yes       No

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

N/A

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

**7**  
  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

6/27/2023

\_\_\_\_\_  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 12 Item 6.

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2023-1039621

Date Filed:  
 06/27/2023

Date Acknowledged:

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

RVi Planning + Landscape Architecture  
 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.**

RVI06062023  
 Planning + Landscape Architecture Services

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

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is CHRIS LAICH, and my date of birth is DEC. 06, 1969.

My address is 5004 DUVAL STREET, AUSTIN, TX, 78751, 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 28 day of JUNE, 2023.  
(month) (year)

Chris P Laich  
 Signature of authorized agent of contracting business entity (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 6.

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2023-1039621

**Date Filed:**  
 06/27/2023

**Date Acknowledged:**  
 07/11/2023

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 RVi Planning + Landscape Architecture  
 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.**  
 RVI06062023  
 Planning + Landscape Architecture Services

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

**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:** April 16, 2024

**Agenda Item Wording:** **Repeal of Co-Sponsorship Policy.**

**Summary/Background:** On April 2, 2024, City Council approved an updated Non-Profit Event Triangle Banner Program. The new program supersedes and renders superfluous the existing Co-Sponsorship Policy. The April 2, 2024 staff report and presentation contemplated repeal of the Co-Sponsorship Policy; however, the repeal item was not expressly included on the meeting agenda. As a housekeeping matter, staff recommends repealing the Co-Sponsorship Policy.

**Recommended Council Actions:** Staff recommends repeal of the Co-Sponsorship Policy.

**Attachments:**

1. Co-Sponsorship Policy
2. Non-Profit Event Triangle Banner Program

**Next Steps/Schedule:** N/A

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2020-R31**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, ESTABLISHING A CO-SPONSORSHIP AGREEMENT POLICY AND AUTHORIZING CITY STAFF TO REVIEW AND APPROVE CO-SPONSORSHIP AGREEMENTS AND FEE DISCOUNTS IN CONSIDERATION OF THE CITY OF DRIPPING SPRINGS FEE SCHEDULE.

**WHEREAS**, the City of Dripping Springs has been and remains a recognized destination for tourists, and as a result has developed a tourism industry which is beneficial to the City, its residents, and merchants; and

**WHEREAS**, the continued promotion and growth of the tourism industry will enhance the City; and

**WHEREAS**, the City desires to provide a policy and procedure for events desiring a co-sponsorship agreement; and

**WHEREAS**, the City desires to provide a procedure for the request of fee discounts by events that benefit the City, its residents, and its visitors; and

**WHEREAS**, the City finds that the adoption of the policy is in the best interest of the City, its residents, and its visitors.

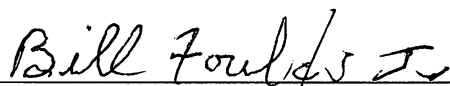
**NOW, THEREFORE, BE IT RESOLVED by the City of Dripping Springs City Council:**

**Section 1.** That the City of Dripping Springs Co-Sponsorship Agreement Policy attached as Attachment "A: is adopted.

**Section 2.** City staff is directed to create an application for co-sponsorship agreements.

**PASSED & APPROVED this, the 14th day of July 2020, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**



Bill Foulds, Jr., Mayor

ATTEST:

*Andrea Cunningham*  
Andrea Cunningham, City Secretary



**ATTACHMENT "A"****City Co-Sponsorship Policy****I. Purpose**

The purpose of this Co-Sponsorship policy is to set forth guidelines and criteria governing the granting of City of Dripping Springs funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs. The City recognizes that Co-Sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. This co-sponsorship agreement is separate from a request for a grant of Local Hotel Occupancy Tax funds.

**II. Goals and Objectives**

Co-Sponsorship of funds or in-kind services will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

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

The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the particular special event, community project or program has on the community-at-large. Special attention is paid to Co-Sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.

Co-Sponsorship benefits may include:

- Up to 10% fee discount
- Banner on the Triangle or other city-owned property for specified number of days
- Required use of City Logo on marketing
- In kind donations from current city resources

Any Co-Sponsorship requesting benefits in excess of this amount must request a Donation Agreement with the City through the City Administrator.

**III. General Requirements, Eligibility Criteria and Conditions**

The applicant for Co-Sponsorship of funds or in-kind services for special events, community projects or programs must meet all of the following requirements, eligibility criteria, and

conditions:

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax-exempt status. Co-application with a nonprofit corporation will make an applicant eligible to apply for co-sponsorship.
2. The special event, community project, or program supports the aforementioned goals and objectives.
3. Event and promotion must take place within the City of Dripping Springs limits or extraterritorial jurisdiction. Some limited exceptions will be made. Reason(s) for not holding the proposed event or promotion in the City of Dripping Springs must be stated on the application. Exemption from this requirement will be provided on a case-by-case basis and will favor activity promoting the City of Dripping Springs as a desirable place to live, visit and do business in.
4. The recipient of Co-Sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for the City's funds or in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
5. The nonprofit corporation must be ready, willing, and able to enter a contractual agreement for Co-Sponsorship with the City and provide a certificate of liability insurance.
6. The nonprofit corporation must comply with all City ordinances if applicable, wherein standards and procedures for the issuance of special event permits or other requirements are set forth.
7. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition or any condition related thereto.
8. All co-sponsorship applications will be reviewed by City Administrator once the application is complete unless the application is for a co-sponsorship for the Dripping Springs Ranch Park and Event Center (DSRP). For the DSRP co-sponsorship applications, the DSRP Board shall review all co-sponsorship applications submitted for events at DSRP. The DSRP Board shall forward recommendations for co-sponsorship applications to the City Council. For non-DSRP co-sponsorship applications, the City Administrator's decision is final. The City will inform the applicant in writing whether an application has been approved or denied.
9. All packets must be submitted at least ninety (90) days prior to the event and shall include: (1) a completed sponsorship application; (2) a cover letter describing how the event will benefit the City, its residents, and its visitors; and (3) a budget sheet that includes the expenses for which the sponsorship is requested. Filing of an application is not a guarantee

that it will be approved.

10. Items that will be considered include:

- Benefit to the community.
- Success of past events that included community involvement.
- How the event complements or conflicts with current City programming and policies.
- How the event aligns with the City's goals and objectives.



# City of Dripping Springs Non-Profit Event Triangle Banner Program Agreement

Applicant First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

City: Dripping Springs State: TX Zip: 78620

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Event Description/Purpose: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Location: \_\_\_\_\_

City Limits or ETJ (circle one) City Facility: \_\_\_\_\_

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

1. **Parties.** The City of Dripping Springs, Texas ("City") and Applicant, as indicated above.
2. **Scope.** This Agreement applies to Applicant's use of the City's property for a banner and the Event subject to the description listed above.
3. **Fee.** This agreement is subject to the fee as set forth in the City's Fee Schedule.
4. **Obligations of the City.** The extent of the City's obligations under this Agreement is that the City agrees to display a banner for the Event at the intersection of US Highway 290 and Ranch Road 12 for up to thirty (30) days at a time mutually agreed between the Applicant and the City. Use of the intersection for banner placement is based on availability and certain slots of the banner facilities shall be reserved for City use. The City will decide the location and will place the banner. Any movement of a banner by an entity will result in removal of the banner by the City.
5. **Obligations of Applicant.** Applicant agrees to provide all information requested including rental agreement with the City to ensure eligibility for program. Event must use a city facility to be eligible for this program.
6. **Unauthorized Use.** No person, corporation, or entity, or any of its affiliates, subsidiaries, or parent of these entities, who are in active litigation against the City may use this program. Active litigation includes litigation in State or Federal Court, State Office of Administrative Hearings, and any contested case in front of any state agency. This prohibition is lifted only when any litigation is finally settled.
7. **Duration.** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied.
8. **Termination.** This Agreement may be terminated by mutual consent of the parties. It may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to the Event. Termination shall release each party from all obligations of this Agreement, except termination of this agreement shall not prohibit or impair a claim by either party based upon any breach of this Agreement.
9. **Force Majeure.** In situations in which Applicant's participation in the Event is delayed, cancelled or suspended due to the Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.
10. **Indemnification.** APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES,

ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH APPLICANT UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF APPLICANT, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE APPLICANT.

- 11. **Notice.** Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended. Mail notice to the City as: Attention: City Administrator, 511 Mercer Street, Dripping Springs, Texas 78620.
- 12. **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without prior written consent of the other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- 13. **Severability.** In the event that any provision of this Agreement, or portion thereof, shall be found to be invalid or unenforceable, then, such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within this Agreement.
- 14. **Modifications.** All amendments or modifications to the Agreement must be in writing. No amendment or modification shall be effective until it is in writing and approved by both parties.
- 15. **Merger.** This instrument, and any Attachments affixed hereto, constitutes the entire Agreement between the City and Applicant. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written.
- 16. **Venue for Disputes.** In the event that a lawsuit is brought concerning events arising out of this Agreement, the venue for such action is *Hays County, Texas*. This Agreement shall be construed in accordance with the laws of the State of Texas.

**ACKNOWLEDGMENT:**

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

**Applicant:**

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

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>City Use – After Approval</b>	
<b>Non-Profit Verification:</b> _____ Staff Initials	<b>Dates of Banner Posting:</b> _____ Dates
	<b>Applicant Approval:</b> _____ Applicant Initials





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

**SPECIAL WARRANTY DEED**

**Date:** April 2, 2024

**Grantors:** Galen Zimmerman and Laura Zimmerman

**Grantor's Mailing Address:** 161 Shane Lane  
Dripping Springs, Texas 78620

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

**Grantee's Mailing Address:** City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

**Property:** 0.1 acres (4200 sq ft) more or less, out of HIDDEN SPRINGS RANCH SECTION II, BLOCK A, Lot 1, ACRES 1.6, as more fully described on Exhibit A attached hereto.

**Exceptions to Conveyance and Warranty:** This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas.

Grantors, for the consideration and subject to the exceptions to conveyance and warranty, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever in fee simple forever, and Grantors do hereby bind Grantors and Grantors' heirs, successors, and assigns, to WARRANT AND FOREVER DEFEND all and singular, the Property and premises unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantors, but not otherwise.

Grantors make no warranty of merchantability or fitness for purpose in respect of the Property, and the same is sold in an "AS IS, WHERE IS" condition, with all faults and defects and attributes known or unknown to Grantors, none of which are hereby warranted by Grantors. By acceptance of delivery, Grantee affirms that Grantee has not relied on Grantors' skill or judgment to select or furnish the Property for any particular purpose, and that Grantor makes no warranty that the

By acceptance of delivery, Grantee affirms that Grantee has not relied on Grantors' skill or judgment to select or furnish the Property for any particular purpose, and that Grantor makes no warranty that the Property is fit for any particular purpose and that there are no representations or warranties, expressed, implied, or statutory, except the warranty of title herein described and Grantors have full power, right, and authority to convey title thereto. Grantee hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, any representations, warranties or covenants, whether express or implied, which may have been made or given, or which may have been deemed to have been made or given by Grantors, except as expressly set forth herein. Grantee hereby assumes all risk and liability (and agrees that Grantors shall not be liable for any special, direct, indirect, consequential, or other damages) resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair or operation of the Property.

Grantors and Grantee agree that the Property is being conveyed to Grantee under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

When the context requires, singular nouns and pronouns include the plural.

[Signature Page Follows]

GRANTORS:

Galen Zimmerman  
Galen Zimmerman

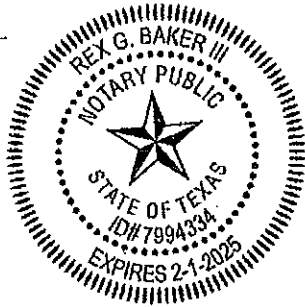
Laura Zimmerman  
Laura Zimmerman

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on April 2, 2023 by Galen Zimmerman and Laura Zimmerman.

M. D. Bate  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_





**DOUCET**

Item 8.

“Exhibit “<sup>A</sup>-----”

1577-014 Roger Hanks Parkway PS&S  
Hays County, Texas

October 6, 2023

**LEGAL DESCRIPTION  
FOR A 0.0954-ACRE RIGHT-OF-WAY PARCEL**

**BEING A 0.0954-ACRE (4,154 SQUARE FEET) TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY, BLOCK NO. 26, SECTION NO. 16, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 0.0954-ACRE TRACT BEING A PORTION OF A 1.60-ACRE TRACT OF LAND CONVEYED TO GALEN ZIMMERMAN AND LAURA ZIMMERMAN BY GENERAL WARRANTY DEED DATED OCTOBER 31, 2014, RECORDED IN DOCUMENT NUMBER 14032354 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], BEING THAT SAME TRACT DESCRIBED AS LOT 1 OF BLOCK A, HIDDEN SPRINGS RANCH SECTION II, A PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS [P.R.H.C.T.]; SAID 0.0954-ACRE TRACT OF LAND BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1/2-inch iron rod found on the northwest right-of-way line of Golden Eagle Lane a 60' Right-of-Way, same point also being the northeast corner of said Lot 1, called 1.60 acre-tract, and the southeast corner of said Lot 2, called 1.28 acre-tract of the Hidden Springs Ranch, Section II, Block A,

**THENCE**, along the common line of said Lot 1 and said northwest right-of-way line of Golden Eagle Lane, the following two (2) courses:

- 1) S23°22'56"W, a distance of 96.88 feet to a calculated point, for the beginning of a curve to the left, and
- 2) With said curve to the left defined by an arc length of 40.93 feet, a radius of 296.96 feet, a delta angle of 07°53'47", and a chord which bears S15°37'36"W, a distance of 40.89 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the northeast corner of the parcel described herein and for the **POINT OF BEGINNING** of the herein described tract of land, having Coordinate Values of N = 13,986,112.39, B = 2,251,976.42;

**THENCE**, with said curve to the left along said northwest right-of-way line of Golden Eagle Lane, defined by an arc length of 40.54 feet, a radius of 296.96 feet, a delta angle of 07°49'17", and a chord which bears S07°46'03"W, a distance of 40.51 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set, for the beginning of a curve to the right, and the north corner of the herein described tract of land;

**THENCE**, with said curve to the right along the intersection of Shane Lane right-of-way line and Golden Eagle Lane, defined by an arc length of 41.03 feet, a radius of 25.00 feet, a delta angle of 94°02'29", and a chord which bears S50°53'01"W, a distance of 36.58 feet, to a 1/2-inch iron rod found;

**THENCE**, N82°05'23"W, along the common line of said 1.60-acre tract and said Shane Lane right-of-way line, a distance of 103.03 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set, for the beginning of a curve to the left, the north corner of the herein described tract of land,

**THENCE**, N70°09'36"E, a distance of 144.48 feet to the **POINT OF BEGINNING** and containing 0.0954 acres of land [4,154 square feet of land] more or less.

(CONTINUED ON NEXT PAGE)



**DOUCET**

Item 8.

“Exhibit “-----”

Notes:

Basis of bearings is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances are grid values, 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.

Field surveying was performed October 07, 2022.

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

10/06/2023

Date

Christopher W. Terry  
Registered Professional Land Surveyor  
Texas Registration No. 6649  
Doucet & Associates  
CTerry@DoucetEngineers.com  
TBPELS Firm Registration No. 10194551

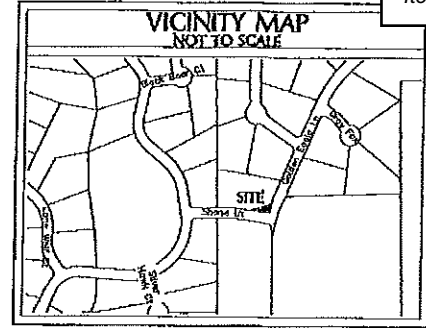


# LEGEND

- SUBJECT PARCEL
- - - EXISTING EASEMENT LINE
- x - EXISTING WIRE FENCE
- E - EXISTING ELECTRIC UNDERGROUND LINE
- T - EXISTING COMMUNICATION UNDERGROUND LINE
- 1/2" IRON ROD FOUND WITH STAMPED "RPLS 4542" [UNLESS NOTED]
- 1/2" IRON ROD WITH "DOUCET" CAP SET
- △ CALCULATED POINT
- ⊠ ELECTRIC METER
- ⊞ TELEPHONE PEDESTAL
- DOC. NO. DOCUMENT NUMBER
- VOL., PG. VOLUME, PAGE
- R.O.W. RIGHT-OF-WAY
- PER PLAT VOL.14, PG.69 P.R.H.C.T.
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS, HAYS COUNTY, TEXAS
- (.....) RECORD INFORMATION

**NOTE:**

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). BEARINGS SHOWN HEREON ARE GRID.
2. UNITS: U.S. SURVEY FEET
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
4. FIELD SURVEY COMPLETED ON 10-02-2023
5. SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY MEASURE BASED UPON OBSERVED SURVEY LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR DETERMINING THE DEPTH OR LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.



GRAPHIC SCALE: 1" = 50'

JOHN D. KROLL AND SPOUSE, CARRIE F. KROLL CALLED 1.28 ACRES DOC. NO. 90007109 O.P.R.H.C.T.

HIDDEN SPRINGS RANCH, SECTION II LOT 2, BLOCK A VOL 14, PG. 69 P.R.H.C.T.

PHILIP A. SMITH SURVEY, BLOCK NO. 26, SECTION NO. 16 ABSTRACT NO. 415

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N70°08'36"E	144.48'

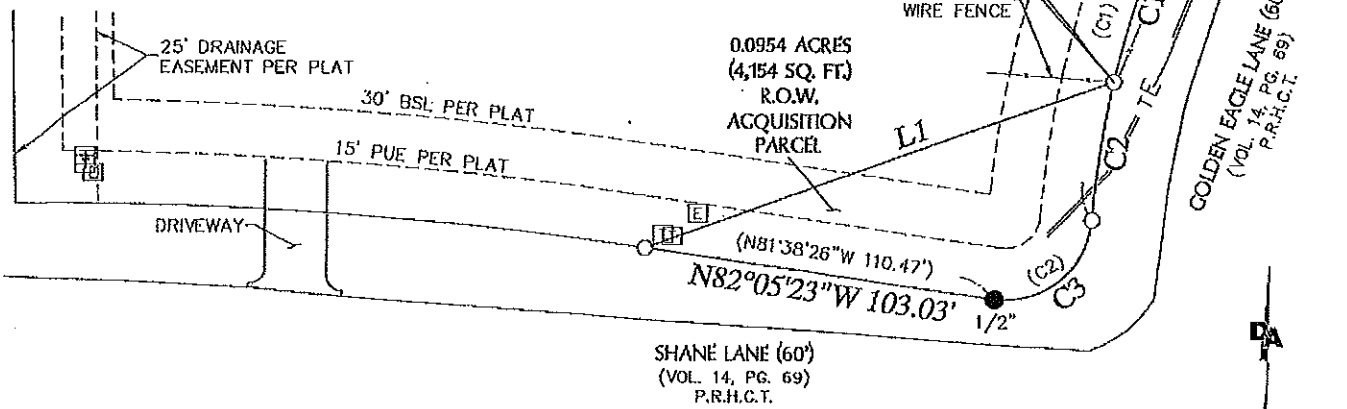
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	40.93'	298.98'	75°3'47"	S16°37'36"W	40.89'
C2	40.54'	298.98'	7°49'17"	S07°46'03"W	40.51'
C3	41.03'	25.00'	94°02'29"	S50°53'01"W	36.58'

RECORDS CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C1)	81.47'	298.98'	---	S12°08'54"W	81.21'
(C2)	41.04'	25.00'	---	N61°19'58"E	38.58'

GALEN ZIMMERMAN AND LAURA ZIMMERMAN CALLED 1.60 ACRES DOC. NO. 14032354 O.P.R.H.C.T.

LOT 1, BLOCK A HIDDEN SPRINGS RANCH, SECTION II VOL. 14, PG. 69 P.R.H.C.T.

GRID COORDINATES  
N = 13,988,112.39'  
E = 2,251,976.42'



Sheet: 3 OF 3
Date: 10/06/2023
Drawn by: JRT
Reviewer: CWT
Project: 1577-015
Field Book: 562
Party Chief: AJB
Survey Date: 10/02/2023

**DOUCET**  
Civil Engineering // Easements // Geospatial  
7401 B. Highway 71 W. Ste. 160  
Austin, TX 78735, Tel: (512)-893-2400  
www.doucetengineers.com  
T&PE Firm Number: 3937  
T&PELS Firm Number: 10194551

**0.0954 ACRE (4,154 SQUARE FEET)  
R.O.W. ACQUISITION PARCEL  
HAYS COUNTY, TEXAS**



STATE OF TEXAS  
COUNTY OF HAYS  
I HEREBY CERTIFY THAT THIS SURVEY IS THE RESULT OF AN ON THE GROUND SURVEY CONDUCTED UNDER MY SUPERVISION AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

*Christopher W. Terry*  
CHRISTOPHER W. TERRY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6649  
DOUCET & ASSOCIATES  
CTERRY@DOUCETENGINEERS.COM

10/06/2023 DATE

**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

24012099 DEED  
04/03/2024 08:45:05 AM Total Fees: \$45.00

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas



STATE OF TEXAS  
COUNTY OF HAYS

**Real Property Purchase Agreement  
Between Galen & Laura Zimmerman  
And  
City of Dripping Springs**

This Real Property Purchase Agreement, hereinafter "Agreement" is made in Dripping Springs, Texas, by and between Galen and Laura Zimmerman, residents of the City of Dripping Springs, referred to in this Agreement as "Zimmermans" and the City of Dripping Springs, a political subdivision of the State of Texas referred to in this Agreement as the "City" (collectively "the Parties" or singularly "Party").

WHEREAS, the Zimmermans are the owners of the real property located at 161 Shane Lane, Dripping Springs, Texas and described as Lot 1, Block A, Section II, Hidden Springs Ranch, Hays County, Texas (the "Zimmerman Lot");

WHEREAS, the City has approached Zimmerman with a request to purchase a portion of the Zimmerman Lot to construct road improvements, such portion hereinafter referred to as the "Property" which is shown on the map attached hereto as Attachment "A" and hereinafter referred to as the "Property"; and

WHEREAS, the use of the portion of the Zimmerman Lot is essential to a City road project to reconnect Shane Lane and Golden Eagle Lane; and

WHEREAS, as the City fully authorized by Chapter 272 of the Texas Government Code to make and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, Zimmerman and the City, do hereby provide the following:

ARTICLE I.  
Recitals

- 1. The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

ARTICLE II.  
Real Estate

- 1. **Subject Property.** Subject to the terms and conditions of this Agreement, the Property includes the surface estate with improvements, all in an "as is" condition and includes the grant of the Property to the City to establish a right of way at the intersection of Shane Lane and Golden Eagle Lane as depicted on Attachment "A" hereto.



2. **Sales Price.** The City will pay the Zimmermans \$20,000.00 as the monetary consideration for the Property. This sum shall be delivered to the Zimmermans within 5 business days after the execution of this Agreement.
3. The City shall place rock boulders along the northern boundary of Lot 1, Block D, Section II, Hidden Springs Ranch, Hays County, Texas which is owned by the City (the "City Land") in a sufficient pattern to create a barrier to prevent vehicular access across the City Land on to Shane Lane as shown on the Attachment "A". The rock boulders are presently located on the Zimmerman Lot and the Property. The City and Zimmermans will agree on the configuration of the rock boulder barrier. The rock boulders shall become the sole property of the City.

### ARTICLE III.

#### Additional Obligations of the Parties.

1. **Removal of Personal Property.** Zimmermans shall be responsible for removing all machinery, equipment, goods, supplies, or other forms of personal property of any kind (hereinafter referred to as "Personal Property") from the Property prior to closing unless otherwise agreed to by the Parties in writing. The City shall be responsible for moving the rock boulders as described above. Any Personal Property that remains not removed by its owner prior to closing shall be considered abandoned; provided, however, if the fence located along the eastern portion of Zimmerman Lot is damaged, the City will repair such damage. The fence is shown on Attachment "A".
2. **Consent to Enter Property.** Zimmermans shall allow the City, including the City's officials, employees, and agents (if third parties then subject to licensing, bonding, and insurance), to enter the Property at times reasonably satisfactory to the Zimmermans for surveying, inspection, and appraisal of the Property. The City shall have the right to enter and begin construction of road improvements on the Property within 24 hours of execution of this Agreement and prior or concurrently to all other instruments being finalized, provided the \$20,000.00 has been delivered to the Zimmermans.
3. **City Property Restriction.** The City acknowledges and agrees that the City Land will not be used for construction of a road connecting Shane Lane to Roger Hanks Parkway unless or until: (1) (a) the City conveys the City Property to a third party and (b) at least ten (10) years have passed from the execution of this Agreement; or (2) the Zimmermans convey the Zimmerman Lot to a third party. Additionally, if a private driveway from the City Property to Shane Lane is constructed, such driveway shall be located at least 10 feet west of the driveway located on the Zimmerman Lot (the Zimmerman driveway is shown on Attachment "A"). The restrictions described in this Section 3 shall automatically terminate when the Zimmermans convey the Zimmerman Lot to a third party.

ARTICLE IV.  
General Provisions

Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, shall be deemed to have been given when physically received in hand by the Party to whom directed, and shall be directed personally to the following persons:

Notice to the City:

City of Dripping Springs  
Attn: Michelle Fischer  
City Administrator  
P.O. Box 384  
Dripping Springs, TX 78620

Notice to Zimmermans:

Attn: Galen & Laura Zimmerman  
161 Shane Lane  
Dripping Springs, Texas 78620

1. The waiver by Zimmermans or the City of any breach of any provision of this Agreement will not constitute a continuing waiver of any subsequent breach of the same or a different provision of the Agreement.
2. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Agreement are performable in Hays County, Texas.
3. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors, and assignees of the Parties herein. No modifications or amendments of this Agreement shall be binding unless in writing and duly signed by the Parties or their authorized representatives. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity will not affect the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.
4. Both the City and Zimmerman agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.
5. By executing this Agreement, each Party represents that such Party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the City has authorized this Agreement.

- 6. Either Party may at its own option and expense research title history of the properties made subject of this Agreement.
- 7. The City waives any governmental immunity concerning the enforcement of the provisions of this Agreement.
- 8. This Agreement may be executed and made effective through the signing by the Parties of multiple originals.
- 9. This Agreement shall be Effective upon the date of the last date of signing by both Parties.

**NOW, THEREFORE BE IT AGREED UPON BY THE PARTIES AS STATED ABOVE.**

CITY OF DRIPPING SPRINGS

ZIMMERMAN

Bill Foulds Jr.  
 Bill Foulds Jr., Mayor

Galen Zimmerman  
 Galen Zimmerman, Owner

August 8, 2023  
 Date

8/7/23  
 Date

ATTEST:

Laura Zimmerman  
 Laura Zimmerman, Owner

Andrea Cunningham  
 Andrea Cunningham, City Secretary

8/7/2023  
 Date



STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared **Bill Foulds, Jr., Mayor of the City OF DRIPPING SPRINGS**, known to me to be the person whose name is subscribed to the foregoing Real Property Purchase Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

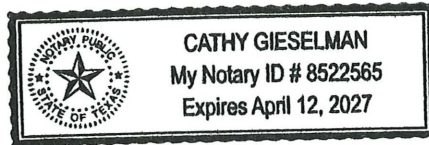
Bill Foulds, Jr.  
Bill Foulds, Jr.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 8<sup>th</sup> day of August 2023.

Cathy Gieselman  
Notary Public, State of Texas

STATE OF TEXAS

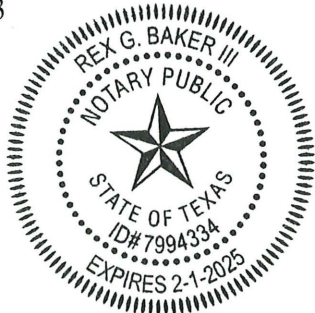
COUNTY OF HAYS



BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared **Galen Zimmerman**, known to me to be the person whose name is subscribed to the foregoing Real Property Purchase Agreement, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Galen Zimmerman  
Galen Zimmerman

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 7 day of August, 2023



Rex G. Baker III  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HAYS

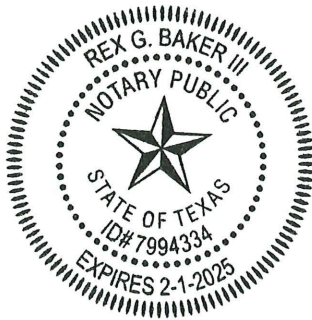
BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared **Laura Zimmerman**, known to me to be the person whose name is subscribed to the foregoing Real Property Purchase Agreement, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

*Laura Zimmerman*  
Laura Zimmerman

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 7 day of August, 2023

*R. G. Baker III*

Notary Public, State of Texas



Attachment "A"

