



CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, April 20, 2021 at 6:00 PM

VIDEOCONFERENCE MEETING

This meeting will be held via videoconference and the public is encouraged and welcome to participate. Public comment may be given during the videoconference by joining the meeting using the information below. Public comment for this meeting may also be submitted to the City Secretary at acunningham@cityofdrippingsprings.com no later than 3:00 PM on the day the meeting will be held.

The City Council respectfully requests that all microphones and webcams be disabled unless you are a member of the City Council or Board of Adjustment. City staff, consultants and presenters please enable your microphone and webcam when presenting to the City Council or Board of Adjustment.

AGENDA

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/81680072078?pwd=R0twTVFHdi9qamtINkFYeGJRMlpLdz09>

Meeting ID: 816 8007 2078

Passcode: 720997

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/81680072078>

Join by Skype for Business: <https://us02web.zoom.us/skype/81680072078>

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
Finance Director Shawn Cox
City Secretary Andrea Cunningham
Public Works Coordinator Aaron Reed
Senior Planner Amanda Padilla
Parks & Community Services Director Kelly Smith

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

PROCLAMATIONS & PRESENTATIONS

- 1. Approval of a Proclamation of the City of Dripping Springs proclaiming May 2 through 8, 2021, as "National Travel and Tourism Week" in the City of Dripping Springs. Sponsor: Mayor Pro Tem Manassian**
- 2. Presentation by staff on potential City Council and Board of Adjustment meeting date changes.**

CONSENT AGENDA

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

- 3. Approval of a Resolution Accepting Improvements as Complete and Approving a Maintenance Bond for Bunker Ranch Subdivision Phase 4 Roads and Drainage.**

- 4. Approval of a Wastewater Utility Agreement between the City of Dripping Springs and Harrison Hills, LP for Harrison Hills Business Park Lots 1 - 4.**

BUSINESS AGENDA

- 5. Discuss and consider approval of a Resolution Amending the City of Dripping Springs Personnel Manual.**
- 6. Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas amending the current 2020-2021 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**
 - a) Staff Report
 - b) Public Hearing
 - c) Budget Amendment Ordinance

REPORTS

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

- 7. Parks & Community Services Director April 2021 Monthly Report**
Kelly Schmidt, PCS Director
- 8. City Attorney Report-Sign Presentation**
Laura Mueller, City Attorney

EXECUTIVE SESSION AGENDA

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

- 9. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
- 10. Consultation with City Attorney regarding legal issues related to revisions to the City of Dripping Springs Personnel Manual.** *Consultation with City Attorney, 551.071*
- 11. Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
- 12. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses, real property in the Triangle and Veterans Memorial**

Park, MUD and related financing options, and real property related to Roger Hanks Parkway. Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072

UPCOMING MEETINGS

City Council Meetings

May 11, 2021 at 6:00 p.m.

May 18, 2021 at 6:00 p.m.

June 8, 2021 at 6:00 p.m.

June 15, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

April 26, 2021 Transportation Committee at 3:30 p.m.

April 27, 2021 Planning & Zoning Commission at 6:30 p.m.

April 28, 2021 Economic Development Committee at 4:00 p.m.

May 3, 2021 Parks & Recreation Commission at 6:00 p.m.

May 5, 2021 DSRP Board at 12:00 p.m.

May 6, 2021 Historic Preservation Commission at 4:00 p.m.

May 10, 2021 TIRZ No. 1 & No. 2 Board at 4:00 p.m.

May 10, 2021 Founders Day Commission at 6:30 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

Due to the current Public Health Emergency and guidance from the Texas Governor including the current Disaster Declarations by the Governor and the City of Dripping Springs, and Center for Disease Control guidelines related to COVID-19, the City will continue with meetings conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **April 16, 2021 at 4:30 p.m.***

City Secretary

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



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING THE WEEK OF
MAY 2 – 8, 2021 AS**

“National Travel & Tourism Week”

WHEREAS, the Power of Travel has been a consistent driver of **DRIPPING SPRINGS’** economy and workforce, and

WHEREAS, a robust travel industry provides significant economic benefits for the nation, generating more than \$2.6trillion in economic output in 2019, with \$1.1 trillion spent directly by travelers in the U.S.; and

WHEREAS, travel has been the foundation of a healthy workforce, serving as one of the largest private-sector employers in the U.S., supporting 17 million jobs in 2019; and

WHEREAS, spending by travelers has aided state and local governments alike, generating \$180 billion in tax revenue in 2019 to support essential services and programs; and

WHEREAS, travel and tourism-dependent businesses and organizations, 83% of which are small businesses, are responsible for welcoming visitors from all around the world to explore **DRIPPING SPRINGS** and all our country has to offer; and

WHEREAS, last year, the coronavirus pandemic devastated every sector of the travel industry with staggering declines in 2020 compared to 2019, affecting every community in the country, including **DRIPPING SPRINGS**; and

WHEREAS, the travel industry cannot recover without the full return of leisure and business travel, as well as meetings and events, by both domestic and international visitors; and

WHEREAS, the rebound of travel will drive the rebuilding of the U.S. economy and American workforce; and

WHEREAS, the Power of Travel will revive **DRIPPING SPRINGS** and **TEXAS** and the United States and drive us forward to a more prosperous future.

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

1. May 2 – 8, 2021 be proclaimed as “National Travel & Tourism Week” in the City of Dripping Springs.
2. The City Council urges the citizens of Dripping Springs to join in recognizing the critical role this industry plays in the state of Texas.

Bill Foulds, Jr., Mayor



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 20, 2021

Agenda Item Wording: **Presentation by staff on potential City Council date changes.**

Agenda Item Requestor: Bill Foulds, Jr., Mayor

Summary/Background: As an update to process for the City Council and the Planning and Zoning Commission, staff is recommending a change to spread out City Council meetings and add a Planning and Zoning Commission meeting. The new platting and site plan requirements established by the Legislature in 2019 (shot clock) is putting a strain on staff and applicants where we only have one Planning and Zoning Commission per month. We are proposing a second meeting to P&Z next month in order to allow for additional plat reviews at the second meeting. Changing the City Council meetings to be spread out by 2 weeks between meetings will assist with this proposed change. Having City Council meetings spread out will also assist with the effectiveness of the second City Council meeting of the month by giving staff and residents additional time to request items on the agendas.

Commission Recommendations: N/A (P&Z is looking at the 2 meetings a month on April 27, 2021)

Recommended Council Actions: Direction on spreading out City Council meetings.

Attachments: Staff report. Example schedule.

Next Steps/Schedule:

Meeting with P&Z Commission on two meetings a month on April 27, 2021. P&Z and City Council changes presented at City Council in May. Changes to Budget Calendar and other related calendars will also need to be updated.

Planning and Zoning Commission Dates for Plats

Submission for Administrative Completeness - submit by:	Filing Date	Review Date	Property Owner Notice/ Newspaper Submittal Deadline*
4/2/2021	4/12/2021	Tuesday, May 11, 2021	Friday, April 16, 2021
4/16/2021	4/26/2021	Tuesday, May 25, 2021	Friday, April 30, 2021
4/30/2021	5/10/2021	Tuesday, June 8, 2021	Friday, May 14, 2021
5/14/2021	5/24/2021	Tuesday, June 22, 2021	Friday, May 28, 2021
6/4/2021	6/14/2021	Tuesday, July 13, 2021	Friday, June 18, 2021
6/18/2021	6/28/2021	Tuesday, July 27, 2021	Friday, July 2, 2021
7/2/2021	7/12/2021	Tuesday, August 10, 2021	Friday, July 16, 2021
7/16/2021	7/26/2021	Tuesday, August 24, 2021	Friday, July 30, 2021
8/6/2021	8/16/2021	Tuesday, September 14, 2021	Friday, August 20, 2021
8/20/2021	8/30/2021	Tuesday, September 28, 2021	Friday, September 3, 2021
9/3/2021	9/13/2021	Tuesday, October 12, 2021	Friday, September 17, 2021
9/17/2021	9/27/2021	Tuesday, October 26, 2021	Friday, October 1, 2021
10/1/2021	10/11/2021	Tuesday, November 9, 2021	Friday, October 15, 2021
10/15/2021	10/25/2021	Tuesday, November 23, 2021	Friday, October 29, 2021
11/5/2021	11/15/2021	Tuesday, December 14, 2021	Friday, November 19, 2021
11/19/2021	11/29/2021	Tuesday, December 28, 2021	Friday, December 3, 2021

* This deadline is for notices to be sent to the newspaper. It will be posted the next thursday, which will be 19 day before the hearing.

City Council Meeting Dates

Item 2.

Meeting	City Council Meeting
1st	Tuesday, June 1, 2021
3rd	Tuesday, June 15, 2021
1st	Tuesday, July 6, 2021
3rd	Tuesday, July 20, 2021
1st	Tuesday, August 3, 2021
3rd	Tuesday, August 17, 2021
1st	Tuesday, September 7, 2021
3rd	Tuesday, September 21, 2021
1st	Tuesday, October 5, 2021
3rd	Tuesday, October 19, 2021
1st	Tuesday, November 2, 2021
3rd	Tuesday, November 16, 2021
1st	Tuesday, December 7, 2021
3rd	Tuesday, December 21, 2021

Planning and Zoning City Council Meeting Dates for Plats and All Cases

Item 2.

Submission for Administrative Completeness - submit by:	Filing Date	Meeting	Planning and Zoning	Type Of Meeting	Meeting	City Council
5/11/2021	5/11/2021	2nd	Tuesday, May 11, 2021	All Cases	1st	Tuesday, June 1, 2021
5/25/2021	5/25/2021	4th	Tuesday, May 25, 2021	Plats		
6/8/2021	6/8/2021	2nd	Tuesday, June 8, 2021	All Cases	1st	Tuesday, July 6, 2021
6/22/2021	6/22/2021	4th	Tuesday, June 22, 2021	Plats		
7/13/2021	7/13/2021	2nd	Tuesday, July 13, 2021	All Cases	1st	Tuesday, August 3, 2021
7/27/2021	7/27/2021	4th	Tuesday, July 27, 2021	Plats		
8/10/2021	8/10/2021	2nd	Tuesday, August 10, 2021	All Cases	1st	Tuesday, September 7, 2021
8/24/2021	8/24/2021	4th	Tuesday, August 24, 2021	Plats		
9/14/2021	9/14/2021	2nd	Tuesday, September 14, 2021	All Cases	1st	Tuesday, October 5, 2021
9/28/2021	9/28/2021	4th	Tuesday, September 28, 2021	Plats		
10/12/2021	10/12/2021	2nd	Tuesday, October 12, 2021	All Cases	1st	Tuesday, November 2, 2021
10/26/2021	10/26/2021	4th	Tuesday, October 26, 2021	Plats		
11/9/2021	11/9/2021	2nd	Tuesday, November 9, 2021	All Cases	1st	Tuesday, December 7, 2021
11/23/2021	11/23/2021	4th	Tuesday, November 23, 2021	Plats		
12/14/2021	12/14/2021	2nd	Tuesday, December 14, 2021	All Cases	1st	Tuesday, January 4, 2022
12/28/2021	12/28/2021	4th	Tuesday, December 28, 2021	Plats		

Items moving to City Council Will only be heard on the 1st City Council Meeting of the month



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

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: April 15, 2021

Agenda Item Wording: Approval of a Resolution Accepting Improvements as Complete and Approving A Maintenance Bond for Bunker Ranch Subdivision Phase 4 Streets, and Drainage.

Agenda Item Requestor: Councilmember Travis Crow

Summary/Background: Overlook Construction completed construction of Street and Drainage Improvements in Bunker Ranch Phase 4. City Staff inspected the project throughout construction and the City Engineer completed a final inspection. The Design Engineer provided a concurrence letter and the contractor has provided the required 2 year maintenance bond.

**Commission
Recommendations:**

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

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2021-

**ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE
BOND FOR BUNKER RANCH SUBDIVISION PHASE 4
IMPROVEMENTS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR BUNKER RANCH SUBDIVISION PHASE 4 ROAD AND DRAINAGE IMPROVEMENTS, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, Overlook Construction, LLC. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Bunker Ranch Subdivision Phase 4 Road and Drainage improvements (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Bunker Ranch Subdivision Phase 4; and

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

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

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

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

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

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

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

- 2. The City Council hereby accepts the Streets and Drainage Improvements at the Bunker Ranch Subdivision Phase 4.
- 3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. 4404795, from FCCI Insurance Company (“Insurer”), included and attached herein (Attachment “A”).
- 4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
- 5. This Resolution shall take effect immediately upon passage.
- 6. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the [redacted] day of [redacted], 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

(Insert Maintenance Bond No. 4404795: Overlook Construction, LLC, and FCCI Insurance Company)



April 1, 2021

Mr. Chad Gilpin
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

Dear Mr. Gilpin:

Subject: Letter of Compliance - Bunker Ranch Phase 4 Construction
CEC Project 181-500

On this day, I, Brian Estes, the undersigned engineer, or my representative made a final visual inspection of the above referenced project. I have also visited the site during construction and observed that the grading, drainage structures, utilities and roads were constructed in conformance with the approved construction plans with insignificant deviation. I, therefore, verify the adequate completion of construction for Phase 4 of Bunker Ranch Subdivision.

If you have any questions or concerns, please feel free to reach out to me at bestes@cecinc.com or 512-439-0400.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'B. Estes', written over a horizontal line.

Brian Estes, P.E.
Principal





Kyle Dannhaus General Manager

Board of Directors:

William Jackson, President

Mark Key, Vice President

Rex Miller, Secretary/Treasurer

Travis Crow, Director

Donnie Williamson, Director

To Whom it May Concern,

The Dripping Springs WSC has completed the final inspection and all the appropriate documents have been supplied to the Dripping Springs WSC staff. This is the formal acceptance letter of the infrastructure for Phase Four of Bunker Ranch on this day April 1st, 2021.

Kyle Dannhaus

Kyle Dannhaus General Manager



Kyle Dannhaus General Manager

Board of Directors:

William Jackson, President

Mark Key, Vice President

Rex Miller, Secretary/Treasurer

Travis Crow, Director

Donnie Williamson, Director

MAINTENANCE BOND

Bond No.: 4404795

KNOWN ALL BY THESE PRESENTS: That we Overlook Construction LLC, as Principal, and FCCI Insurance Company, a corporation organized and existing under the Laws of the State of Florida, as Surety, are held and firmly bound unto City of Dripping Springs, as Obligee, in the total sum of One Hundred Twenty-Two Thousand Four Hundred Fifty-Two and 36/100 U.S. Dollars (\$122,452.36) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated 12/03/2020 for Bunker Ranch Phase 4 - Road and Drainage Improvements ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 2 year(s) commencing on 04/09/2021 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

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

SIGNED this 9th day of April, 2021.

Overlook Construction, LLC
(Principal)

By: [Signature]

FCCI Insurance Company

By: [Signature]
Joy Holten, Attorney-in-Fact





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Patrick L Watkins; James F Siddons; Sheila Pennington Noxon; Joy Holten; April M Terbay; Andy Webb; Rodney T. Watkins; Hanna Ruth Ogle

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 9th day of April, 2021

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.



City of Dripping Springs

Post Office Box 384
511 Mercer Street
Dripping Springs, Texas 78620

Staff Report from: Ginger Faight, Deputy City Administrator

Commission Meeting Date:	04/22/21
Item Wording:	Approval of a Wastewater Utility Agreement between the City of Dripping Springs and Harrison Hills, LP for Harrison Hills Business Park Lots 1,2,3 and 4
Agenda Item Requestor:	Burt Dement, Owner

This Wastewater Service Agreement addresses wastewater service for Harrison Hills Business Park Lots 1,2,3 and 4 owned by Harrison Hills, LP (hereafter "Owner"). The proposed agreement is based on our standard wastewater agreement. Salient points of the proposed Agreement are listed below.

- 1) LUEs made available to Lots 1,2,3 and 4:
 - a. 10 LUEs
 - b. Owner assigns LUEs to the individual Lots—City consent is required.
 - c. LUEs are immediately available and will be connected to the existing system.
- 2) Deadlines:
 - a. Owner must pay impact fees within 90 days of the Effective Date.
 - b. Owner must pay monthly fees beginning on the first month after the Effective Date.
 - c. Owner must connect all LUEs within two years after service to the Development begins.
- 3) Circumstances that results in loss of LUEs and impact fees refunded (except deposit) upon receiving impact fees from others:
 - i. Failure to meet deadlines specified above.
- 4) Payments – Developer must pay the following
 - a. Impact Fees
 - i. Due within 90 days of effective date of Agreement.
 - ii. Refundable only if not used and recovered from another customer.
 - b. Owner pays for City inspection and review and legal fees.

Commission Recommendations:	None required.
Actions by Other Jurisdictions/Entities:	None.
Previous Action:	
Recommended Action:	Approval.
Alternatives/Options:	
Budget/Financial Impact:	
Attachments:	
Related Documents at City Hall:	
Public Notice Process:	
Public Comments:	
Enforcement Issues:	
Comprehensive Plan Element:	
Next Step/Schedule:	

WASTEWATER SERVICE AND FEE AGREEMENT

This Wastewater Service and Fee Agreement (“Agreement”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the “City”), and Harrison Hills, LP (“Owner”), whose address is 310 US Hwy 290 W, Suite C, Dripping Springs, TX 78620, attn.: Burt Dement.

RECITALS:

- A. Owner is the owner of land described as Harrison Hills Business Park Lots 1,2,3,4 located within the corporate limits of the City (the “Land”).
- B. Owner intends to develop the Land with improvements and infrastructure pursuant to a site development permit from the City.
- C. Owner wishes to receive wastewater service for the Land through the City’s System and to connect to the System through the City’s wastewater collection line.
- D. The Parties wish to enter into this Agreement providing for, among other things, the timing and payment of wastewater Impact Fees for service to the Development.

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

ARTICLE I DEFINITIONS

1.1 Agreement. This contract between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

1.2 Chapter 395: Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

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

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

1.5 City Utility Standards. City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as enacted and as they may be amended thereafter from time to time, and expressly including the following chapters of the City’s Code of Ordinances and all related regulations and permits:

- (a) Utilities (Chapter 20)
- (b) Development and Water Quality Protection (Chapter 22)

- (c) Building Regulations (Chapter 24)
- (d) Subdivision and Site Development (Chapter 28)

1.6 Contractor. A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land.

1.7 Development. The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the Site Development Permit.

1.8 Impact Fees. Impact Fees adopted by the City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance, Sec. 20.02.005, Sewer Services of Chapter 20, Utilities of the Code of Ordinances of the City of Dripping Springs, Texas. The amount of the Impact Fee shall be in an amount that is equivalent to the impact fee amount for new wastewater service adopted and assessed by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance at the time the Impact Fee becomes due.

1.9 Land. Harrison Hills Business Park Lots 1,2,3,4 in Dripping Springs, Hays County, Texas, as shown on Exhibit A and more particularly described in Exhibit B.

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

1.11 Notice. Notice as defined in § 7.2 of this Agreement.

1.12 Owner. Harrison Hills, LLC, a Texas limited liability company.

1.13 Onsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land as shown on Lots 1, 2, 3, and 4 as shown on the attached **Exhibit C**. As shown on **Exhibit C**, the Onsite Facilities must extend to the southern portion of Lot 3 and through Lot 3 to Lot 4.

1.14 Offsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land and located between the Onsite Facilities and the connection point at Osage Court as shown on the attached **Exhibit C**. The Offsite Facilities include the actual physical connection between the Onsite Facilities to the Offsite Facilities. Offsite Facilities will require a bore under RR 12.

1.15 Party. Individually, the City or the Owner and any successors and assigns, as permitted by this Agreement.

1.16 Site Development Permit. A site development permit under Article 28.04, Chapter 28 (Subdivisions and Site Development) of the City's Code of Ordinances, as it may be amended from time to time.

1.17 System. The City’s South Regional Wastewater Treatment System, including the City’s wastewater treatment plant and all of the City-owned collection facilities transporting wastewater to that plant.

ARTICLE II SERVICE TO THE DEVELOPMENT

2.1 City Wastewater Service. The City will become the exclusive provider of wastewater collection and treatment service to the Development through the City’s System in an amount up to 10 LUEs. The City will make this retail wastewater service available to the Land upon (a) Owner’s construction and connection of the Onsite and Offsite Facilities pursuant to this Agreement, and (b) the City’s delivery of a notice in writing that the City’s System has capacity to begin receiving wastewater pursuant to this Agreement. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

2.2 Commercial Application for Wastewater Service. Prior to service, the Owner, or each owner of the pad sites that are approved by the City shall execute and file with the City a completed copy of the City’s form of application for wastewater service to the Development.

2.3 Site Development Permit. Nothing in this Agreement approves the Owner’s application for the Site Development Permit for the Land, which remains subject to staff approval under City ordinances and regulations governing such permits.

2.4 Assignment to Pad Site Owners. Prior to service, the Owner shall assign all or part of the LUEs made available by this Agreement to pad site owners on the Land. The assignment of one or more LUEs to a pad site owner is subject to approval by the City, which approval shall not be unreasonably withheld.

ARTICLE III INFRASTRUCTURE CONSTRUCTION, CONNECTION AND DEDICATION

3.1 Construction Standards. Owner shall construct all Onsite and Offsite Facilities in compliance with (a) this **Article 3**; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

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

“Immediately before the expiration of the 2-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and the OWNER. The Engineer and the OWNER shall be given not less than 20 days notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

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

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

The Owner shall provide a copy of the contract to the City upon execution, assign the contract to the City as provided in § 3.10, and shall immediately advise the City of any notice it receives under this provision, and send the City a copy of the notice as provided in this Agreement.

3.3 Onsite Facilities. Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost. Owner agrees to complete the Onsite Facilities within two-years of the City’s issuance of the Site Development Permit for the Land.

3.4 Offsite Facilities. Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within two-years of the City’s issuance of the Site Development Permit for the Land.

3.5 Construction in Phases. The Onsite and Offsite Facilities may be constructed in separate phases, in which case the requirements in this Agreement apply separately to each phase.

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

City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

3.7 City Inspections. The City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Offsite and Onsite Facilities, including any connections to onsite structures and to the City's System. In addition, the Owner or its Contractor shall notify the City when the Facilities are ready for final inspection and connection to the City's System. If the City concurs that construction of the Facilities is substantially complete, then the City will schedule a final inspection by the City within twenty (20) days. After such final inspection, the Owner shall timely correct any punch list items. Unless otherwise agreed by the City staff, the final inspection shall not be scheduled until after a visual inspection using video camera technology of the entire completed Offsite Facilities is performed at Owner's sole cost and expense and a copy of the resulting video is provided to the City. Owner notify the City in advance, and give the City an opportunity to witness the visual inspection.

3.8 Review and Inspection Fees. With respect to wastewater improvements to or for the Land, Owner shall pay City all of the City Engineer's fees (plus a 20% administrative fee mark-up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.

3.9 City Acceptance of Offsite Facilities. After completion of the Onsite and Offsite Facilities in accordance with the construction standards of this Agreement, the City's final inspection, and the Owner's completion of any punch list items to the City's satisfaction, the Owner will dedicate and the City agrees to accept the Offsite Facilities for dedication to the City's System.

3.10 Conveyance of Offsite Facilities. Within sixty (60) days after the City's acceptance of the Offsite Facilities under § 3.9, the Owner shall convey them to the City as follows. Owner shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer that are reasonably necessary to convey the Offsite Facilities as well as:

- (a) all warranties secured for their construction;
- (b) all bonds, warranties, guarantees, and other assurances of performance;
- (c) all record drawings, easements and project manuals and all other documentation related to the Offsite Facilities; and
- (d) all easements required by **Article 4**.

Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the Offsite Facilities shall become part of the City's System.

3.11 Connection to the System. After Owner has transferred the Offsite Facilities to the City as provided in § 3.10, the City will schedule connection to the City’s System; however, the City may require construction of the Offsite Facilities to include the physical connection to the City’s System. After connection to the City’s System, the Owner shall connect all wastewater flows up to 10 LUEs from the Land to the City’s System in compliance with the City’s Wastewater Ordinance.

3.12 Delivery of Drawings. The Owner shall cause to be delivered to the City any as-built drawings and electronic files for all Onsite and Offsite Facilities within thirty (30) days after final inspection.

ARTICLE IV EASEMENTS

4.1 Grant of Easements. Before starting to construct the Offsite Facilities, Owner must have acquired, at no cost to the City, all wastewater easements necessary for the Offsite Facilities. Owner shall grant the easements for the Offsite Facilities provided to the City as required in § 3.10 in the form attached as **Exhibit D**. The City shall record the easements in the deed records of Hays County, Texas. The City acknowledges that some or all of the Wastewater Infrastructure may be located in existing public rights-of-way that do not have to be acquired by Owner.

4.2 Facility Easements. Owner shall acquire and maintain all easements necessary for Onsite Facilities and Offsite Facilities at no cost to the City.

ARTICLE V FEES AND CHARGES

5.1 Impact Fees Within 90 days of the Effective Date, Owner shall pay Impact Fees (also referred to as “connection fees”) to the City in the amount specified by Chapter 20, Article 20.02.005(1)(B) of the City’s Code of Ordinances (as amended or replaced) for the 10 LUEs reserved to serve the Land. Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees. This Agreement is an agreement providing for the time and method of payment of the Impact Fees and an owner’s voluntary request for reservation of capacity pursuant Chapter 395. If this Agreement expires before service begins, then the City will refund the Impact Fees paid, without interest, only upon recovering them through Impact Fee payments from other customers for additional connections.

5.2 Monthly Payments. Beginning on the first day of the month after the City provides notice to owner that that the City’s System has capacity to begin receiving wastewater pursuant to this Agreement, Owner shall begin making monthly payments to the City in the amount of \$50.00 per month per LUE for each of the 10 LUEs reserved to serve the Land (the “LUE Fee”). The LUE Fee is in lieu of a monthly wastewater bill for such LUEs and, among other things, for the City’s costs of operating and maintaining sewer mains or lines to serve the Land. The LUE

Fees shall be due before the 15th day of each month. Owner shall continue to pay the City the monthly LUE Fees for each reserved LUE unless and until the LUE is connected to the System or released pursuant to this Agreement.

5.3 Release of LUEs.

- (a) If Owner does not pay the City its monthly LUE Fees pursuant to § 5.2, then the City may send a notice to Owner of such default and, if the default is not cured within thirty (30) days, then the City may either (a) enforce the Owner's continuing monthly payment obligations for unpaid LUE Fees or (b) release reserved LUEs for which fees have not been paid. If the City chooses to release the LUEs in this manner, then the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs, and may enforce the Owner's monthly payment obligations through the date of this § 5.3(a) notice.
- (b) If Owner is not in default on its monthly payment obligations, it may voluntarily release and terminate its monthly LUE Fee payment obligations for any or all of the unused LUEs by sending ninety (90) days prior notice to the City specifically identifying the number and service area of the LUEs being released; ninety (90) days after such notice, the Owner will have no further monthly LUE Fee payment obligation for, and City shall have no further service obligation for, such released LUEs.
- (c) At any time after two years after service to the Development begins, the City may release any or all of the unconnected reserved LUEs and terminate its § 2.1 wastewater service commitment with respect to those unconnected LUEs by sending Notice to the Owner. Such termination shall be effective immediately.
- (d) If LUEs are released under §§ 5.3(b) or (c) above, then the City will refund the Impact Fees paid for the released LUEs, without interest, but only upon recovering them through Impact Fee payments from other customers for additional connections.

5.4 Reserved.

5.5 Other Fees and Charges. Payment of Impact Fees and Line Extension Charge as provided above will satisfy the Owner's Impact Fee and Extension Line Charge obligations for the requested capacity of 10 LUEs. After any part of the Onsite Infrastructure is connected to the System, wastewater service to the Land remains subject to all other charges and regulations as provided in the City's Code of Ordinances, Chapter 20, including additional impact fees for expanded or new development. Owner agrees to remain in compliance with Article 20 at all times, including monthly payment obligations and other wastewater regulations.

5.6 Landlord Guarantee. As authorized by City Ordinance, the City’s bill for wastewater service is based on average winter water use for each water meter. By law and regulation, including orders of the Texas Commission on Environmental Quality, the City is authorized to suspend or terminate water service to a customer’s water meter for non-payment of the customer’s wastewater bill. The owner intends to separately meter and sell individual units of the Development; however, if Owner leases any of the pad sites, Owner agrees to be responsible for, and to guarantee payment of, deposits and monthly service bills for all tenants.

ARTICLE VI TERM AND TERMINATION

6.1 Term. This Agreement remains in effect so long as the City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VI.

6.2 Termination for Non-Use. This Agreement expires on January 15, 2025 unless the Onsite and Offsite facilities have been constructed and connected to the System as provided in this Agreement.

6.3 Termination for Breach. In the event Owner breaches this Agreement, City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If the Owner fails to cure the breach within 60 days of that notice, then the City may send a second notice describing the breach and the Owner’s failure to cure. Owner’s failure to cure the breach within 30 days after the second notice gives the City the right to terminate this Agreement by sending a termination notice.

ARTICLE VII MISCELLANEOUS

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

7.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a “Notice”) shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; or (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the

first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:

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

City of Dripping Springs, Texas
 Attn: City Administrator
 P. O. Box 384
 Dripping Springs, Texas 78620

To the Owner:

Burt Dement
 Harrison Hills, LLC
 310 US Hwy 290 W
 Suite C
 Dripping Springs, TX 78620

7.3 Assignment. Owner may not assign this Agreement without the written consent of the City, in its sole discretion. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

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

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

7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the

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

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

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

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

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

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

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

- Exhibit A Map of the Land
- Exhibit B Legal Description of the Land
- Exhibit C Map of Offsite and Onsite Facilities (also shows connection point)
- Exhibit D Form of Easement

7.13 **Effective Date.** The Effective Date of this Agreement is January 15, 2021.

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

Andrea Cunningham, TRMC
City Secretary

By: _____
Bill Foulds, Jr., Mayor

Date: _____

STATE OF TEXAS
COUNTY OF HAYS

This instrument was executed by **Bill Foulds, Jr.** before me on this the ____ day of _____, 2021.

Notary Public, State of Texas

OWNER

Harrison Hills, LP

By: Burt Dement
Title:

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Burt Dement, in the capacity set forth above, and before me on this the ____ day of _____, 2021.

Notary Public, State of Texas

Exhibit A
Map of the Land

Exhibit B
Legal Description of the Land

Exhibit C

Map of Offsite and Onsite Facilities

Exhibit D
FORM OF EASEMENT

EASEMENT

STATE OF TEXAS §
§
§
COUNTY OF HAYS §

KNOW ALL PEOPLE BY THESE PRESENTS:

**CITY OF DRIPPING SPRINGS
SANITARY SEWER EASEMENT**

THAT _____, a _____
_____ (“Grantor”) of Hays County, Texas, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas (“City”), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A and as depicted in the plat attached hereto as Exhibit B (“Easement Area”), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities (“Sanitary Sewer Easement”). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area, other than a fence, without the City’s prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above-described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the _____ day of _____, 200__.

GRANTOR:

Harrison Hills
Water Service and Impact Fee Agreement
Exhibit D - Form of Easement

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was executed by _____
before me on this the ____ day of _____, 20 ____.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT "A"

Legal Description of Easement Area

[To include a 25-foot (measured at right angles to the pipeline corridor) construction easement for use by the City during installation or repair of the wastewater lines.]

[page break]

EXHIBIT "B"

Drawing of Easement Area

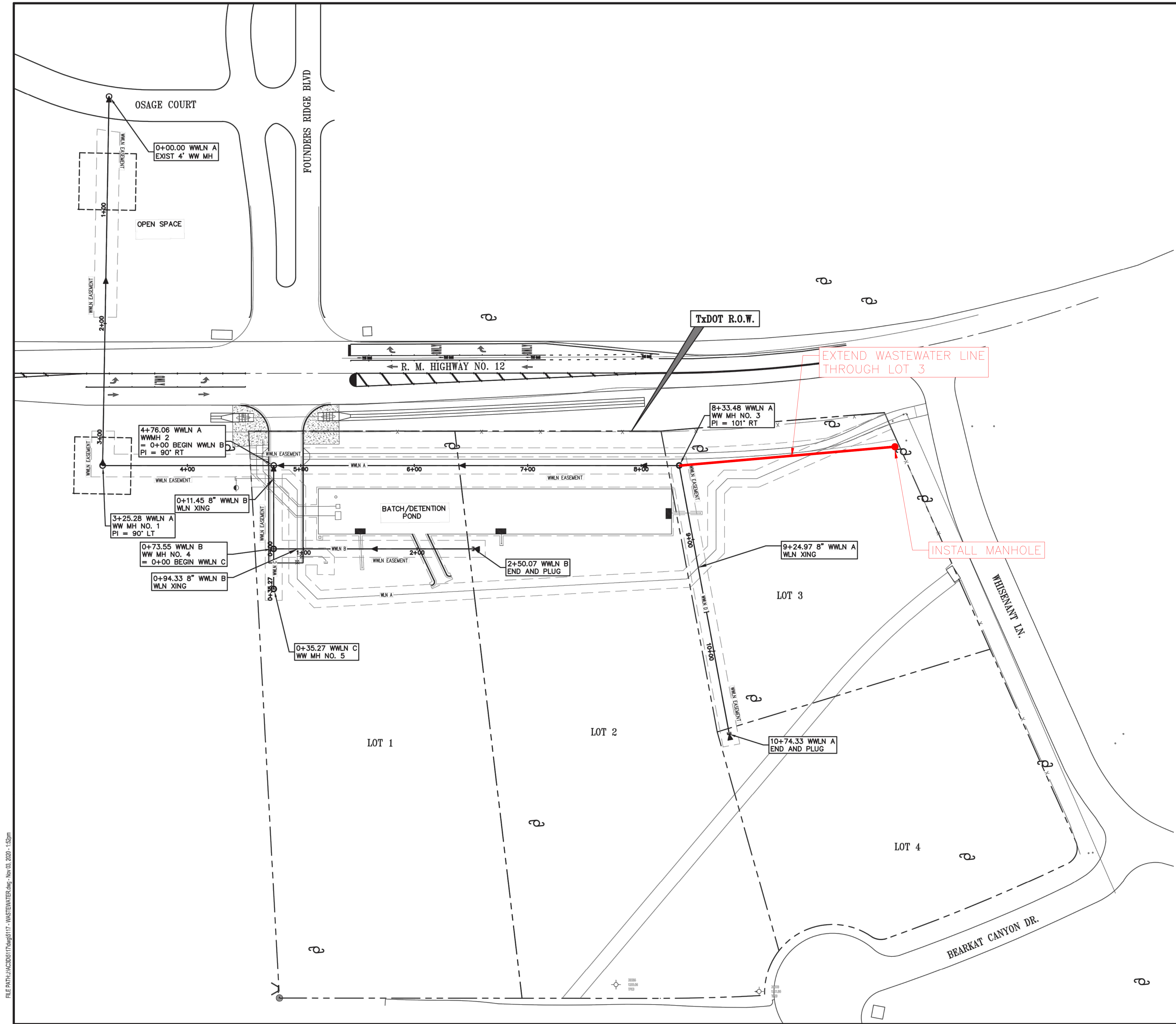
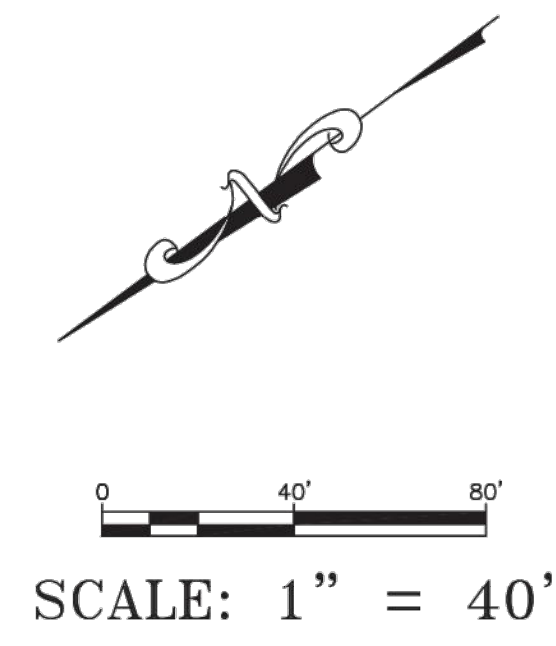
WASTEWATER LEGEND

- PROPOSED MANHOLE
- EXISTING MANHOLE
- ▲ FLOW DIRECTION ARROW



CARLSON, BRIGANCE, & DOERING, INC.
 ID # F3791
 11/3/2020

DESIGNED BY:	DRAWN BY:
RWP	CEU
DATE	
REVISION	



FILE PATH: J:\DCS\5117\DWG\5117 - WASTEWATER.dwg - Nov 03, 2020 - 1:52pm

Carlson, Brigance & Doering, Inc.
 Civil Engineering & Surveying
 FIRM ID #F3791
 5501 West Willis
 Austin, Texas 78750
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME:	WASTEWATER OVERALL
JOB NAME:	HARRISON HILLS BUSINESS PARK
PROJECT:	STREET, DRAINAGE, WATER, AND WASTEWATER IMPROVEMENTS
DATE:	JUNE 2020
JOB NUMBER:	5117
SHEET:	16 OF 22
SHEET NO.:	16

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R_____

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS,
REVISING THE PERSONNEL MANUAL.

WHEREAS, each city should have a personnel manual directed to its employees to provide guidance on the duties and responsibilities of the city and the employees; and

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare, that the City of Dripping Springs Personnel Manual be updated from time to time to reflect current state and federal law and city practices related to city employees; and

WHEREAS, the City Council finds that it is reasonable and prudent for this amendment to the Personnel Manual to be adopted.

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

1. The City Council hereby approves the amendment to City of Dripping Springs Personnel Manual pursuant to Exhibit A, attached.
2. The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.
3. The City Council directs City staff to work with the Mayor and City Administrator to acknowledge the amendment to the Personnel Manual and receive training and information on the amended Personnel Manual under the direction of the Mayor and City Administrator.

PASSED AND APPROVED, this the 20th day of April 2021.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”

Personnel Manual

Proposed Budget Amendment

April 20, 2021

General Fund:

Revenues:

- Ad Valorem has been increased by **\$40,000.00** (From \$1,591,317.76 to \$1,631,317.76)
 - This increase is based on the most recent supplement (Supplement #8) provided by the Hays County Tax Assessor Collector, which showed an increase in assessed values of \$9,898,553.00.
- Dam Repairs has been increased by **\$130,967.45** (From \$75,000.00 to \$205,967.45)
 - This was increased to reflect actual revenues received.
- CARES Act revenues have been added in the amount of **\$124,587.56**
 - The City has submitted receipts for reimbursement to the Texas Department of Emergency Management (TDEM) totaling \$166,116.74. We anticipate 75%, or \$124,587.56, of this request to be reimbursed.

Expenditures:

- Office IT Equipment and Support has been increased by **\$4,070.00** (From \$59,000.00 to \$63,070.00)
 - This increase is being included for the setup of a new computer and cell phone for the Parks Community Services Coordinator.
- Software Purchase, Agreements and Licenses has been increased by **\$7,530.00** (From \$205,842.96 to \$213,372.96)
 - Of this \$7,530.00 increase, \$6,690.00 has been added for the purchase of Tyler Technologies (Incode) cashiering software. The additional \$840.00 has been added to software and support for a new computer as mentioned above.
- Fleet Acquisition has been increased by **\$45,000.00** (From \$39,800.00 to \$84,800.00)
 - This \$45,000.00 has been included to purchase and outfit a replacement for the Chevy 1500 Maintenance truck.
- Land Acquisition has been increased by **\$20,000.00** (From \$45,401.30 to \$65,401.30)
 - This increase has been included to cover expenditures related to Roger Hanks Parkway extension.
- Financial Services has been increased by **\$35,000.00** (From \$90,000.00 to \$125,000.00)
 - This line item is used for general financial services, included the Audit and arbitrage. Currently, this line item is over by \$10,000.00. This increase of \$35,000.00 is to cover this overage in anticipation of additional services needed throughout the remainder of the fiscal year.

Proposed Budget Amendment

April 20, 2021

- Contingencies/Emergency Fund have been decreased by **\$370,145.56** (From \$ 456,519.34 to 86,373.78)
 - \$36,373.78 related to storm damage costs. An additional \$50,000.00 is being kept in the line item to cover any unforeseen expenditures.
- TXF to Reserve Fund has been increased by **\$37,671.24** (From \$162,328.76 to \$200,000.00)
 - This increase in the transfer to the reserve fund is being included due to additional employees.
- SPA & ECO D TXF has been increased by **\$80,000.00** (From \$309,242.00 to \$389,242.00)
 - In February, this line item was reduced by \$199,249.97 in anticipation of a B&O payoff in March. However, the payoff was more than anticipated and revenue increases in Belterra has had a direct effect on rebate dollars on the other agreement the City has.
- TXF to Capital Improvement Fund expenditures have been added in the amount of **\$438,629.33**
 - This expenditure is being fund through the reduction Contingency/Emergency fund expenditures (\$370,145.56). The anticipated balance forward for the General Fund (\$68,483.77) is also included in this total.

Parks Revenues:

- TXF from Contingency Funds revenues have been added in the amount of **\$12,800.00**
 - This transfer from General Fund Contingencies has been included to cover unplanned expenditures related to the pool.

Parks Expenses:

- Founders Park Public Improvements has been increased by **\$12,800.00** (From \$51,700.00 to \$64,500.00)
 - The additional \$12,800.00 will be utilized to replace LED lights and install depth markers at the pool.

Founders Day Revenues:

- All Founders Day Revenues have been reduced to **\$0.00**

Founders Day Expenses:

- Founders Day Expenses have been removed except for publicity costs of **\$293.52** for the website domain name.
- The balance forward amount of **\$26,099.31** is placed in contingency and will be the balance forward for Founders Day 2022.

Proposed Budget Amendment

April 20, 2021

Wastewater Utility Fund:

Revenues:

- Water Income has been added in the amount of **\$100,000.00**
 - This added revenue is due to a payment from Big Sky/Meritage Development, which was a result of negotiations to release a portion of the development in the City's water service area to the Dripping Springs Water Supply Corporation (DSWSC).
- Hays County Reimbursement has been added in the amount of **\$60,000.00**
 - This is an anticipated reimbursement for costs related to the FM 150 Wastewater Line.

Expenses:

- FM 150 WWU line 1989-001 expenditures have been added in the amount of **\$60,000.00**
 - This expense is to design the City's Wastewater Line at Howard Ranch. The County will be reimbursing the City up to \$60,000.00 for this project.
- Misc Planning/Consulting 1431-001 has been increased by **\$17,500.00** (From \$7,500.00 to \$25,000.00)
 - This increase is based on year-to-date engineering expenses related to the Wastewater Treatment Plant that were previously unbudgeted.

Hotel Occupancy Tax Fund:

Revenues:

- Hotel Occupancy Tax has been increased by **\$50,000.00** (From \$400,000.00 to \$450,000.00)
 - This added revenue is due to higher than anticipated HOT revenues through the first half of the fiscal year.

Expenses:

- Advertising expenditures have been increased by **\$5,200.00** (From \$500.00 to \$5,700.00)
 - This increase is due to an invoice received for production of an advertising video. While the project was funded and completed in FY 2020, the City was not billed until recently.
- Signage has been increased by **\$3,412.66** (From \$ 8,500.00 to \$ 11,912.66)
 - This increase has been included to provide for additional Historic District signage.
- Dues and Fees have been increased by **\$1,712.50** (From \$6,000.00 to \$ 7,712.50)
 - The City advertises its hotels, B&Bs and vacation rentals with the Hotel Lodging Association. The addition of new properties has required the City to pay more for this provided service. The City only provided this for properties who have paid their Hotel Occupancy taxes.

Proposed Budget Amendment

April 20, 2021

- Grants have been increased by **\$6,000.00** (From \$ 216,771.25 to \$ 222,771.25)
 - This increase is being proposed based on a request from the Dripping Springs Visitors Bureau for an additional \$6,000.00 for an updated phone system.

	Current	Proposed	Change
Balance Forward	411,619.99		
Revenue			
AD Valorem	1,591,317.76	1,631,317.76	40,000.00
AV P&I	4,000.00		
Sales Tax	3,514,931.20		
Mixed Beverage	58,000.00		
Alcohol Permits	5,000.00		
Fire Inspections	10,000.00		
Bank Interest	35,000.00		
Development Fees:			
Subdivision	622,200.00		
Site Dev	194,900.00		
Zoning/Signs/Ord	65,000.00		
Building Code	1,000,000.00		
Transportation			
Solid Waste	36,000.00		
Health Permits/Inspections	45,000.00		
Municipal Court	250.00		
Other Income	40,000.00		
TXF from Capital Improvements	0.00		
TXF DSRP On Call	10,400.00		
TXF from HOT	2,200.00		
FEMA Dam Repair	75,000.00	205,967.45	130,967.45
CARES Act		124,587.56	124,587.56
Total	7,720,818.95	8,016,373.96	295,555.01
Expense			
Supplies	25,000.00		
Office IT Equipment and Support	59,000.00	63,070.00	4,070.00
Software Purchase, Agreements and Licenses	205,842.96	213,372.96	7,530.00
Website	6,625.00		
Communications Network/Phone	25,000.00		
Miscellaneous Office Equipment	6,000.00		
Utilities:			
Street Lights	20,000.00		
Streets Water	4,000.00		
Office Electric	4,000.00		
Office Water	650.00		
Stephenson Electric	1,500.00		
Stephenson Water	500.00		
Transportation:			
Improvement Projects	367,004.00		
Street & ROW Maintenance	175,000.00		
Street Improvements	250,000.00		
Office Maintenance/Repairs	10,860.00		
Stephenson Building & Lawn Maintenance	5,500.00		
Maintenance Equipment	9,000.00		
Equipment Maintenance	1,675.00		
Maintenance Supplies	4,525.00		
Fleet Acquisition	39,800.00	84,800.00	45,000.00
Fleet Maintenance	13,350.00		
City Hall Improvements	5,000.00		
Maintenance Uniforms	1,575.00		
Special Projects:			
Family Violence Ctr	7,000.00		
Lighting Compliance	2,000.00		
Economic Development	5,000.00		
Records Management	1,000.00		
Government Affairs	10,000.00		
Stephenson Parking Lot Improvements	0.00		
Stephenson Building Rehabilitation	14,000.00		
OFR Grant Writer	7,500.00		
Future Land Use Plan	50,000.00		
Land Acquisition	45,401.30	65,401.30	20,000.00
Downtown Bathroom	100,000.00		
Public Safety:			
Emergency Management Equipment	390.00		
Emergency Equipment Fire & Safety	996.00		
Emergency Mgt PR	4,000.00		
Emergency Equipment Maintenance&Service	18,371.00		
Animal Control	3,400.00		

	Current	Proposed	Change
Public Relations	5,000.00		
Postage	3,500.00		
TML Insurance:			
Liability	14,769.00		
Property	25,034.00		
Workers' Comp	22,026.00		
Dues, Fees, Subscriptions	30,000.00		
Public Notices	6,000.00		
City Sponsored Events	5,000.00		
Election	2,000.00		
Salaries	1,831,548.46		
Taxes	144,721.46		
Benefits	203,667.92		
Retirement	104,589.99		
DSRP Salaries	315,328.00		
DSRP Taxes	26,358.19		
DSRP Benefits	44,770.70		
DSRP Retirement	18,070.87		
Professional Services:			
Financial Services	90,000.00	125,000.00	35,000.00
Engineering	70,000.00		
Special Counsel and Consultants	74,000.00		
Muni Court	15,500.00		
Bldg. Inspector	920,000.00		
Health Inspector	45,000.00		
Architectural and Landscape Consultants	5,000.00		
Historic District Consultant	3,000.00		
Lighting Consultant	1,000.00		
Human Resource Consultant	10,000.00		
Training/CE	38,979.07		
Code Publication	6,047.00		
Mileage	2,000.00		
Miscellaneous Office Expense	10,000.00		
Bad Debt Expense	5,000.00		
Contingencies/Emergency Fund	456,519.34	86,373.78	-370,145.56
TXF to Reserve Fund	162,328.76		
TXF AV to TIF	169,379.41		
TXF to TIRZ	250,000.00		
Sales Tax TXF to WWU	635,614.99		
SPA & ECO D TXF	309,242.00	389,242.00	80,000.00
TXF to DSRP	43,286.21		
TXF to Capital Improvement Fund		476,300.57	476,300.57
Total	7,634,746.63	7,932,501.64	297,755.01

	Current	Proposed	Change
<u>PARKS</u>			
Revenue			
Sponsorships and Donations	25,000.00		
Programs and Events			
Aquatics Program Income	33,950.00		
Pool and Pavilion	13,900.00		
Park Rental Fees	1,650.00		
TXF from Parkland Dedication	172,200.00		
TXF from Landscaping Fund	6,500.00		
TXF from Contingency Funds		12,800.00	12,800.00
TXF from DSRP			
Total Revenue	253,200.00	266,000.00	12,800.00
Expense			
Other			
Dues Fees and Subscriptions	2,719.06		
Parks Activity Guide	5,000.00		
Total Other	7,719.06		
Public Improvements			
All Parks	50,000.00		
Founders Park	51,700.00	64,500.00	12,800.00
S & R Park	62,000.00		
Charro Ranch Park			
Total Improvements	163,700.00	176,500.00	12,800.00
Utilities			
Portable Toilets	5,780.00		
Triangle Electric	650.00		
Triangle Water	475.00		
S&R Park Water	13,000.00		
SRP Electric	1,200.00		
FMP Pool/ Pavilion Water	5,000.00		
FMP Pool//Electricity	6,500.00		
Pool Phone/Network	1,200.00		
Total Utilities	33,805.00		
Maintenance			
General Maintenance (All Parks)	250.00		
Trail Washout repairs	500.00		
Equipment Rental	1,000.00		
Founders Park/Pool	17,250.00		
S&R	14,020.00		
Charro Ranch Park	10,945.00		
Triangle/ Veteran's Memorial Park	800.00		
Total Maintenance	44,765.00		
Supplies			
General Parks	4,000.00		
Charro Ranch Supplies	200.00		
Founders Park Supplies	10,375.00		
Program and Events	0.00		
S&R Supplies	200.00		
Total Supplies	14,775.00		
Aquatics Staff	72,308.26		
Total Staff Expense	72,308.26		
Total Parks Expenditures	337,072.32	349,872.32	12,800.00

	Current	Proposed	Change
<u>FOUNDERS DAY</u>			
Balance Fwd	26,392.83		
Revenue			
Craft booths/Business Booths	6,500.00	0.00	-6,500.00
Food booths	1,100.00	0.00	-1,100.00
BBQ cookers	4,600.00	0.00	-4,600.00
Carnival	9,500.00	0.00	-9,500.00
Parade	3,750.00	0.00	-3,750.00
Sponsorship	63,600.00	0.00	-63,600.00
Parking concession	1,700.00	0.00	-1,700.00
Electric	2,400.00	0.00	-2,400.00
Misc			
Total	119,542.83	26,392.83	-93,150.00
Expense			
Publicity	8,500.00	293.52	-8,206.48
Porta-Potties	6,500.00		-6,500.00
Security	20,000.00		-20,000.00
Barricades/Traffic Plan	19,874.00		-19,874.00
Bands/Music/Sound	15,000.00		-15,000.00
Clean Up	4,600.00		-4,600.00
Postage/Supplies/Misc.	7,000.00		-7,000.00
Sponsorship	5,000.00		-5,000.00
Parade	650.00		-650.00
Tent, Tables & Chairs	4,500.00		-4,500.00
Electricity	1,800.00		-1,800.00
FD Electrical Setup	4,600.00		-4,600.00
Contingencies	21,518.83	26,099.31	4,580.48
Total expenses	119,542.83	26,392.83	-93,150.00
Balance Fwd	0.00	0.00	
<u>CONSOLIDATED GENERAL FUND</u>			
Revenue			
City	7,720,818.95	8,016,373.96	
Parks	253,200.00	266,000.00	
Founders	119,542.83	26,392.83	
Total	8,093,561.78	8,308,766.79	
Expense			
City	7,634,746.63	7,932,501.64	
Parks	337,072.32	349,872.32	
Founders	119,542.83	26,392.83	
Total expense	8,091,361.78	8,308,766.79	
Balance Fwd	2,200.00	0.00	

	Current	Proposed	Change
<u>DRIPPING SPRINGS FARMERS MARKET</u>			
Balance Forward	35,926.28		
Revenue			
FM Sponsor	1,000.00		
Grant Income	1,000.00		
Booth Space	26,500.00		
Applications	1,482.00		
Interest Income	449.22		
Market Event	300.00		
Total	66,657.50		
Expense			
Advertising	2,600.00		
Market Manager	29,278.08		
Market Specialist	4,050.00		
Payroll Tax Expense	2,837.61		
Retirement	1,762.54		
Entertainment& Activities	1,000.00		
Dues Fees & Subscriptions	200.00		
Market Event	500.00		
Training	200.00		
Office Expense	200.00		
Supplies Expense	400.00		
Other Expense	100.00		
Capital Fund	22,406.67		
Total Expense	65,534.90		
Balance Forward	1,122.60		
<u>PARKLAND DEDICATION FUND</u>			
Balance Forward	133,535.25		
Revenue			
Parkland Fees	80,000.00		
Total Revenue	213,535.25		
Expense			
Park Improvements	172,200.00		
TXF to AG Facility			
Master Naturalists			
Total Expenses	172,200.00		
Balance Forward	41,335.25		
<u>AG FACILITY FUND</u>			
Balance Fwd	5,425.00		
Revenue			
Ag Facility Fees	25,760.00		
Total Revenues	31,185.00		
Expense			
TXF to DSRP	31,185.00		
Total Expense	31,185.00		
Balance Fwd	0.00		

	Current	Proposed	Change
<u>LANDSCAPING FUND</u>			
Balance Fwd	112,260.55		
Revenue			
Tree Replacement Fees			
Total Revenues	112,260.55		
Expense			
Sports and Rec Park	2,000.00		
DSRP			
FMP	2,000.00		
Charro	12,000.00		
Historic District			
Professional Services			
City Hall Lawn and Tree Maintenance	1,500.00		
Total Expense	17,500.00		
Balance Fwd	94,760.55		
<u>SIDEWALK FUND</u>			
Revenue			
Fees	16,056.00		
Total revenues	16,056.00		
Expense			
Expense	0.00		
Total Expense	0.00		
Balance Forward	16,056.00		
<u>DRIPPING SPRINGS RANCH PARK OPERATING FUND</u>			
Balance Forward	9,321.61		
Revenue			
Stall Rentals	22,000.00		
RV Site Rentals	18,000.00		
Facility Rentals	112,000.00		
Equipment Rental	5,000.00		
Sponsored Events	89,000.00		
Merchandise Sales	15,000.00		
Riding Permits	10,000.00		
Staff & Misc Fees	4,000.00		
Cleaning Fees	10,000.00		
General Programs and Events	48,825.00		
House Rental Income	0.00		
Other Income	1,000.00		
Interest	1,000.00		
TXF from Ag Facility	25,760.00		
TXF from HOT	67,275.62		
TXF for RV/ Parking Lot HOT	50,000.00		
TXF from General Fund	43,286.21		
TXF from Landscape Fund			
Total Revenue	531,468.44		
Expense			
Advertising	700.00		
Office Supplies	5,100.00		
DSRP On Call	10,400.00		
Camp Staff	33,105.00		
Network and Communications	19,503.00		
Sponsored Events	49,000.00		
Supplies and Materials	27,800.00		
Ranch House Supplies	550.00		
Dues, Fees and Subscriptions	5,983.44		
Mileage	500.00		
Equipment	10,300.00		
House Equipment	250.00		
Equipment Rental	1,000.00		
Equipment Maintenance	25,000.00		
Portable Toilets	0.00		
Electric	60,900.00		
Water	10,000.00		
Septic	750.00		
Propane/Natural Gas	3,000.00		
On Call Phone	2,000.00		
Alarm	1,080.00		
Stall Cleaning & Repair	2,000.00		
Training and Education	5,000.00		

	Current	Proposed	Change
Program Fees	2,200.00		
Other Expense	20,500.00		
Improvements	34,500.00		
Contingencies	50,000.00		
Fleet Acquisition	42,568.00		
Fleet Maintenance	2,500.00		
General Maintenance and Repair	60,000.00		
Grounds and General Maintenance	10,229.00		
House Maintenance	14,850.00		
HCLE	13,200.00		
Merchandise	7,000.00		
RV/Parking Lot			
Total Expenses	531,468.44		
Total Bal Fwd	0.00		

	Current	Proposed	Change
HOTEL OCCUPANCY TAX FUND			
Balance Fwd	71,993.41		
Revenues			
Hotel Occupancy Tax	400,000.00	450,000.00	50,000.00
Interest	1,500.00		
Total	473,493.41	523,493.41	50,000.00
Expenses			
Advertising	500.00	5,700.00	5,200.00
Christmas Lighting Displays	12,104.38		
City Sponsored Events			
Historic Districts Marketing	9,000.00		
Signage	8,500.00	11,912.66	3,412.66
Dues and Fees	6,000.00	7,712.50	1,712.50
TXF to Debt Service	92,410.00		
RV/ Parking Lot	50,000.00		
Txf to General Fund	2,200.00		
TXF to Event Center	67,285.62		
Grants	216,771.25	222,771.25	6,000.00
Total expenses	464,771.25	481,096.41	16,325.16
Balance Fwd	8,722.16	42,397.00	
WASTEWATER UTILITY FUND			
Balance Fwd	5,744,421.16		
Revenue			
TXF from TWDB	8,795,000.00		
Wastewater Service	794,112.60		
Late Fees/Rtn check fees	4,000.00		
Portion of Sales Tax	635,614.99		
Delayed Connection Fees	159,200.00		
Line Extensions			
Solid Waste	0.00		
PEC	120,000.00		
ROW Fees	15,000.00		
Cable	134,500.00		
TX Gas Franchise Fees	3,000.00		
Transfer fees	3,500.00		
Over use fees	66,068.31		
Reuse Fees			
Water Income		100,000.00	100,000.00
Hays County Reimbursement		60,000.00	60,000.00
Interest	45,000.00		
Other Income	35,000.00		
Water Income	1,742.76		
Total Revenues	16,556,159.82	16,716,159.82	160,000.00
Expense			
Administrative and General Expense:			
Administrative/Billing Expense	110,400.00		
Legal Fees	30,000.00		
Auditing	10,000.00		
Regulatory Expense	3,500.00		
Planning and Permitting	50,000.00		
Engineering:			
Engineering & Surveying			
Construction Phase Services HR TEFS	30,000.00		
Misc Planning/Consulting 1431-001	7,500.00	25,000.00	17,500.00
2nd Amendment CIP	5,000.00		
Sewer Planning CAD 1971-001	25,000.00		
Water Planning	10,000.00		
FM 150 WWU line 1989-001		60,000.00	60,000.00
Parallel West Interceptor Design& Cost	150,000.00		
TLAP Renewal application	3,000.00		
Dues, Fees and Subscriptions	0.00		
TXF to Water Fund	12,000.00		
Operations and Maintenance:			
Routine Operations	80,000.00		
Non Routine Operations	150,000.00		
System Maintenance & Repair	20,000.00		
Chlorinator Maintenance	2,500.00		
Chlorinator Alarm	1,000.00		
Odor Control	12,500.00		
Meter Calibrations	700.00		
Lift Station Cleaning	9,000.00		
Jet Cleaning Collection lines	15,000.00		

	Current	Proposed	Change
Drip Field Lawn Maintenance	10,000.00		
Drip Field Maintenance & Repairs	20,000.00		
Lift Station Maintenance & Repairs	40,000.00		
WWTP/Pump Repairs	50,000.00		
Chemicals	8,000.00		
Electricity	45,000.00		
Laboratory Testing	25,000.00		
Sludge Hauling	80,000.00		
Phone	6,000.00		
Supplies	10,000.00		
Equipment	4,000.00		
Wastewater Flow Measurement	9,000.00		
Other Expense	5,000.00		
Capital Projects:			
Road Reconstruction	10,000.00		
HRTreated Effluent Fill Station 1873-001	125,000.00		
Parallel West Interceptor	1,600,000.00		
Other:			
Reimbursement to Caliterra Oversize of West Interceptor	500,000.00		
TWDB Engineering:			
West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00		
East Interceptor 1951-001	100,000.00		
Effluent HP 1952-001	125,000.00		
Reclaimed Water Facility 1953-001			
WWTP Design Assistance	75,000.00		
So Regional WW Sytem Exp P&M 1923-001	40,000.00		
Miscellaneous:			
Consultants and Legal	680,000.00		
TWDB Capital Projects:			
West Interceptor, So Collector and LS and FM	2,000,000.00		
East Interceptor	25,000.00		
Effluent Holding Pond	1,500,000.00		
WWTP	4,000,000.00		
Total Expense	12,079,100.00	12,156,600.00	77,500.00
Balance Forward	4,477,059.82	4,559,559.82	
WATER			
Revenue			
TXF from Wastewater Fund	12,000.00		
Total Revenue	12,000.00		
Expense			
Operating and Maintenance	12,000.00		
Total Expense	12,000.00		
Balance Forward	0.00		
TWDB FUND			
Balance Forward	787.27		
Revenues	8,795,000.00		
Interest	500.00		
Total revenue	8,796,500.00		
Expenses			
Escrow Fees	300.00		
Expenses	8,795,000.00		
Total Expenses	8,795,300.00		
Balance Forward	1,200.00		
IMPACT FUND			
Bal Fwd	3,089,768.25		
Revenue			
Impact Fees	242,560.00		
Impact Fee Deposits			
Interest Income	25,000.00		
Total	2,905,885.17		
Expense			
TXF to Debt Service 2015	733,288.20		
TXF to Debt Service 2019	958,553.00		
Total expense	1,691,841.20		
Total Bal Fwd	1,214,043.97		

	Current	Proposed	Change
DEBT SERVICE FUND 2015			
Bal Fwd	845,567.04		
Revenue			
TXF from Impact Fund	733,288.20		
Interest	8,000.00		
Total Revenue	1,582,350.87		
Expenses			
Debt Payment 2015	729,182.20		
Total Expense	729,182.20		
Balance Fwd	853,168.67		
DEBT SERVICE FUND 2013			
Bal Fwd	96,177.92		
Revenue			
TXF from HOT	92,410.00		
Interest	1,200.00		
Total	188,982.15		
Expense			
Tax Series 2013	90,107.50		
Total Expenses	90,107.50		
Balance Fwd	98,874.65		
DEBT SERVICE FUND 2019			
Bal Fwd	939,303.11		
Revenue			
TXF from Impact Fees	958,553.00		
Interest	2,000.00		
Total	1,895,151.47		
Expense			
Tax Series 2019	933,553.00		
Total Expenses	933,553.00		
Balance Fwd	961,598.47		
PEG FUND			
Balance Fwd	112,632.00		
Revenues			
TWC	27,200.00		
Interest Income	1,200.00		
Total Revenues	134,177.27		
Expense			
Total expense	0.00		
Balance Fwd	134,177.27		
RESERVE FUND			
Balance Fwd	1,310,195.16		
Revenue			
TXF from General Fund	125,000.00		
Interest	12,000.00		
Total	1,440,727.01		
Expense			
Expense	0.00		
Total Expense	0.00		
Balance Fwd	1,440,727.01		

	Current	Proposed	Change
TIRZ 1			
Balance Forward	371,479.73		
Revenues			
City AV	88,602.29		
County AV	183,794.71		
City for GAP Escrow	250,000.00		
Interest Income	500.00		
EPS Reimbursements	19,200.00		
Total Revenue	913,576.73		
Expense			
TIRZ Expense			
Project Management/Misc Costs	75,500.00		
Project Administration P3 Works	35,000.00		
Legal Fees	20,000.00		
EPS	30,000.00		
MAS	22,500.00		
HDR	120,700.00		
Misc Consulting	25,000.00		
Creation Cost Reimbursements	0.00		
TXF to GAP Escrow	250,000.00		
Total Expense	578,700.00		
Balance Forward	334,876.73		
TIRZ 2			
Balance Forward	38,321.60		
Revenue			
Interest Income	200.00		
City AV	64,722.91		
County AV	132,818.09		
Total Revenue	236,062.60		
Expense			
Reimbursements	0.00		
Total Expense	0.00		
Balance Forward	236,062.60		

Hotel Occupancy Tax
Proposed
Budget Amendment
April 20, 2021

		Proposed	Change
Balance Fwd	71,993.41		
Revenues			
Hotel Occupancy Tax	400,000.00	450,000.00	50,000.00
Interest	1,500.00		
Total	473,493.41	523,493.41	50,000.00
Expenses			
Advertising	500.00	5,700.00	5,200.00
Christmas Lighting Displays	12,104.38		
City Sponsored Events			
Historic Districts Marketing	9,000.00		
Signage	8,500.00	11,912.66	3,412.66
Dues and Fees	6,000.00	7,712.50	1,712.50
TXF to Debt Service	92,410.00		
RV/ Parking Lot	50,000.00		
Txf to General Fund	2,200.00		
TXF to Event Center	67,285.62		
Grants	216,771.25	222,771.25	6,000.00
Total expenses	464,771.25	481,096.41	16,325.16
Balance Fwd	8,722.16	42,397.00	

Parks
Proposed FY21 Budget Amendment
4/20/2021

Item 6.

REVENUE	Current	Proposed	Change
TXF from Parkland Dedication - <i>Parkland Dedication funds are allocated for Capital Improvements only.</i>	172,200.00		
TXF from Landscaping Fund	6,500.00		
TXF from Contingency Funds General		12,800.00	12,800.00
TXF from Contingency Funds DSRP	-		
TXF from General Fund			
S&R Donation	-		
Sponsorships & Donations	25,000.00		
<i>Seasonal Activity Guide -\$5000</i>			
Aquatics Program Income	33,950.00		
<i>Swim Lesson Revenue - \$24,950</i>			
<i>Pool Daily Entrance Fees - \$6000</i>			
<i>Aquatics Programs -\$1500</i>			
<i>Pool Season Passes - \$1500</i>			
Pool & Pavilion Rental	13,900.00		
<i>Tiger Splash - \$10900</i>			
<i>Pool Party Packages - \$1600</i>			
<i>Pavilion Rental - \$750</i>			
<i>Pool Rental - \$800</i>			
Park Rental Fees	1,650.00		
<i>General Revenue - \$900</i>			
<i>Sports & Recreation Park - \$300</i>			
<i>Triangle Rental - \$450</i>			
General Programs & Events			
<i>Coyote Kids Day Camp - \$46,475</i>			
<i>Tween Scene - \$1100</i>			
<i>Tot-Time - \$250</i>			
<i>Red Cross Class Offerings - \$1000</i>			
Total Revenues	253,200.00	266,000.00	12,800.00
EXPENDITURES			
Other			
Dues, Fees & Subscriptions	2,719.06		
<i>Activenet In-House & On-line Software Use Fee - 1.2854% - \$1229.06</i>			
<i>Dues-\$1490</i>			
Parks & Community Services Activity Guide	5,000.00		
<i>(FA&Winter 2020 /SP&SU 2021) \$5000 sponsor</i>			
Total Other	7,719.06		

IMPROVEMENTS

Cohesive Entrance & Wayfinding Signage - (all parks) 50,000.00

Entrance/Naviagtion signs - \$40,000

Wayfinding signs throughout parks - \$10,000

General Improvements 50,000.00

Founders Memorial Park & Pool Improvements

Pool Improvements 51,700.00 64,500.00 12,800.00

Pool Deck Expansion w/ Sundeck overlay - \$43,000

Pool Chemical system change from liquid to dry - \$8700

Founders Memorial Park & Pool Improvements Total 51,700.00 64,500.00 12,800.00

Sports & Recreation Park Improvements

(Contractual Obligation) 2020-Electrical Engineer Field Lights 54,000.00

Basketball Court repaired/refurbished - \$6000 6,000.00

Volleyball Court refurbished - \$2000 2,000.00

Sports & Recreation Park Improvements Total 62,000.00

Dripping Springs Ranch Park Improvement

House Improvements -

Exterior Woodwork - \$5000

Paver walkway - \$1500

ADA Parking & Signage - \$2000

Ranch Park & House Improvement Total -

Total Improvements 163,700.00

PARK UTILITIES

Portable Toilets - All Parks 5,780.00

All Parks Utilities Total 5,780.00

Sports & Recreation Park Utilities

S&R Park Water 13,000.00

S&R Electric 1,200.00

SRP Utility Total 14,200.00

Veterans Memorial Park Utilities

Triangle Water 475.00

Triangle Electric 650.00

Triangle Utility Total 1,125.00

Founders Memorial Park & Pool Utilities

FMP Pool/Pavilion Water	5,000.00
FMP Pool/Pavilion Electricity	6,500.00
FMP Pool Network & Phone	1,200.00
<i>FMP Utility Total</i>	12,700.00

Dripping Springs Ranch House Utilities

DS Ranch House Electricity	
DS Ranch House Network & Phone	
DS Ranch House Septic	
<i>DSRP Ranch House Utility Total</i>	

Total Utilities **33,805.00**

MAINTENANCE

General Maintenance (All Parks)

General	250.00
Trail Washout Repairs	500.00
Equipment Rental	1,000.00
<i>General Maintenance (All Parks) Total</i>	1,750.00

Founders Pool & Park Maintenance

Pool Maintenance Repairs	2,000.00
Trail Grooming	2,500.00
Grounds Maintenance (Founders Park Lawn)	7,750.00
<i>Grounds Contract - \$6,600/12 = 550/mo x 5 = \$2750</i>	
<i>Arborist Certified Tree Work -\$2,000</i>	
<i>Play Structure Mulch replenishment - \$3,000</i>	

General Maintenance	5,000.00
<i>Founders Park/Pool Total</i>	17,250.00

S & R Park Maintenance

Grounds Maintenance (Lawn Maintenance)	10,020.00
<i>Grounds Maintenance Contract - \$19,250/\$1604/mo x5 = \$8020</i>	
<i>Arborist Certified Tree Work - \$2000</i>	
Trail Grooming	1,000.00
General Maintenance	3,000.00
<i>General Maintenance - \$1000</i>	
<i>Sports Fields & Drive Fence Painting & Repair - \$2000</i>	
<i>S & R Park Total</i>	14,020.00

Charro Ranch Park Maintenance	
Demo Garden Maintenance	200.00
Grounds Maintenance (Lawn Maintenance)	8,395.00
<i>General Grounds Contract -</i>	
<i>\$14,150/12=1179/mo x5=\$5895</i>	
<i>2021-Trail Grooming -\$2500</i>	
General Maintenance	2,350.00
<i>Maintenance-\$350</i>	
<i>Kiosk Repair/Replacement-\$1500</i>	
<i>Policy Signage repair/replacement- \$500</i>	
Charro Ranch Park Maintenance Total	10,945.00
Triangle/Veterans Memorial Park Maintenance	
Grounds Maintenance	500.00
General Maintenance	300.00
Triangle/Veteran Memorial Park Total	800.00
Dripping Springs Ranch Park Maintenance	
Grounds Maintenance	-
<i>Grounds Maintenance Contract -</i>	
<i>\$20,950/12=1745/mo x 5 = \$8729</i>	
General Maintenance	
Ranch House Maintenance	
<i>2021-Exterior Paint - \$12000</i>	
<i>Tree Removal & Arborist work - \$2500</i>	
Dripping Springs Ranch Park Maintenance	-
<u>Total Maintenance</u>	44,765.00
SUPPLIES	
General Park Supplies	4,000.00
<i>General - \$4000</i>	
General Park Supplies Total	4,000.00
Program & Events Supplies	
11 Weeks of Coyote Kids Nature Day Camp @	
\$200/wk	-
Program & Event Supplies Total	-
Charro Ranch Supplies	
<i>General Supplies \$200</i>	
Charro Ranch Supplies Total	200.00

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-_____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2020-2021 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2020-2021; and

WHEREAS, the City has had an increase in revenues and expenditures in the General, Wastewater, and Hotel Occupancy Tax funds; and

WHEREAS, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and

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

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2020-2021 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2020-2021 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

General Fund Amendments:

Revenues:

- Ad Valorem has been increased by **\$40,000.00** (From \$1,591,317.76 to \$1,631,317.76)
- Dam Repairs has been increased by **\$130,967.45** (From \$75,000.00 to \$205,967.45)
- CARES Act revenues have been added in the amount of **\$124,587.56**

Expenditures:

- Office IT Equipment and Support has been increased by **\$4,070.00** (From \$59,000.00 to \$63,070.00)
- Software Purchase, Agreements and Licenses has been increased by **\$7,530.00** (From \$205,842.96 to \$213,372.96)
- Fleet Acquisition has been increased by **\$45,000.00** (From \$39,800.00 to \$84,800.00)
- Land Acquisition has been increased by **\$20,000.00** (From \$45,401.30 to \$65,401.30)
- Financial Services has been increased by **\$35,000.00** (From \$90,000.00 to \$125,000.00)
- Contingencies/Emergency Fund have been decreased by **\$370,145.56** (From \$456,519.34 to \$86,373.78)
- TXF to Reserve Fund has been increased by **\$37,671.24** (From \$162,328.76 to \$200,000.00)
- SPA & ECO D TXF has been increased by **\$80,000.00** (From \$309,242.00 to \$389,242.00)
- TXF to Capital Improvement Fund expenditures have been added in the amount of **\$438,629.33**

Parks Revenues:

- TXF from Contingency Funds revenues have been added in the amount of **\$12,800.00**

Parks Expenditures:

- Founders Park Public Improvements has been increased by **\$12,800.00** (From \$51,700.00 to \$64,500.00)

Founders Day Revenues:

- TXF from Contingency Funds revenues have been added in the amount of **\$12,800.00**

Founders Day Expenditures:

- Founders Park Public Improvements has been increased by **\$12,800.00** (From \$51,700.00 to \$64,500.00)

Wastewater Utility Fund Amendments:**Revenues:**

- Water Income has been added in the amount of **\$100,000.00**
- Hays County Reimbursement has been added in the amount of **\$60,000.00**

Expenses:

- FM 150 WWU line 1989-001 expenditures have been added in the amount of **\$60,000.00**
- Misc Planning/Consulting 1431-001 has been increased by **\$17,500.00** (From \$7,500.00 to \$25,000.00)

Hotel Occupancy Tax Fund Amendments:**Revenues:**

- Hotel Occupancy Tax has been increased by **\$50,000.00** (From \$400,000.00 to \$450,000.00)

Expenses:

- Advertising expenditures have been increased by \$5,200.00 (From \$500.00 to \$5,700.00)
- Signage has been increased by \$3,412.66 (From \$ 8,500.00 to \$ 11,912.66)
- Dues and Fees have been increased by \$1,712.50 (From \$6,000.00 to \$ 7,712.50)
- Grants have been increased by \$6,000.00 (From \$ 216,771.25 to \$ 222,771.25)

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. NOTICE TO COUNTY

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 20th day of April 2021 by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

PARKS

Charro Ranch Park: - Sue Harding – Hays County Master Naturalist and Charro Ranch Park Volunteer

February- Charro Ranch Park had a total of nine volunteers at its monthly workday seven Master Naturalists and two members of the public. Many Cedar saplings were lopped off, and volunteers removed many rocks from the outer trail that were trip hazards. Tree roots across the outer trail and near the Solstice Circle were cut and removed, the oak wilt trenches were smoothed out, and at least four bags of trash were filled with litter from the shoulder of the road fronting FM150 along the Charro property line. We also replaced a broken horizontal fence post at the entrance to the park.

March – At the March’s monthly workday the Charro Ranch Committee members and Hays County Master Naturalists were able to accomplish a great deal of work. They separated 2 Texas sotol plants that were growing together; now we have 3. Ten tree saplings: 3 Eve’s necklace, 1 American beauty berry, 2 Huisache, 2 Texas persimmon, and 2 Texas mountain laurels were planted. The pavilion was swept & cleaned up as well as the solstice circle and bird blind. The last remaining trench area (from oak wilt trenching of summer, 2020) was covered up with juniper branches. Existing perennials were trimmed back in native demo garden and juniper thicket trimming was done in the area west of the bridge.

Dripping Springs Ranch Park & Event Center -Submitted by: Tina Adams – Event Center Manager



March was an incredible month at the Dripping Springs Ranch Park. We successfully recovered from the February “Snow Apocalypse” and jumped straight into Spring with an array of shopping events, horse shows, movie filming and a community trail ride. We kicked off our 1st Annual Poker Trail Ride for members, guests and equestrian riders from the all over central Texas joined in the fun. It was a huge hit and show cased our amazing Ranch Park and its many amenities. The event center will continue to be a host site for distribution of the COVID-19 vaccination. The DSRP team is looking forward to blossoming bluebonnets, wildlife babies and a very busy schedule that upcoming April is bringing.



Founders Memorial Park & Pool:

Mackenzie Rusick has been hired as our new Programs and Aquatics Manager. Her first day is April 5. She will manage all aspects of hiring, training, scheduling aquatics staff as well as Founders Memorial Pool operations. Her office will be at the Founders Pool administrative office and she will serve as a key customer service interface and resource for Founders Memorial Park and pool guests. Mackenzie comes to us from Utah with an extensive background in municipal aquatics. Her scope will also include starting adult sports leagues through the Parks & Community Services department beginning with taking over the coordination and offering of Dripping Springs Adult Softball League in October.



Phase I pool deck expansion completed. Cool Deck will be budgeted and applied in the FY22 cycle to match the existing deck color and texture. For now, the substrate is brushed concrete. Luckily, the project timeline was not gravely impacted by the winter storm in February.



Rathgeber Natural Resource Park:

This excerpt taken from the newly published information introducing the POSAC 2.0 is concerning. It appears that perhaps there may be some uncertainty around the projects that had been recommended and supposedly were going to be funded by the passing bond measure. In light of this statement, it would be prudent to begin seeking alternative funding methods to support and develop Rathgeber Natural Resource Park. Staff will begin diving into and researching TPWD options for funding support and perhaps a capital campaign to achieve the objects set forth in the proposal.

Proposed Projects

Projects submitted to Hays County should be consistent with the goals and priorities set forth in the 2012 Hays County Parks, Open Space and Natural Areas MASTER PLAN. Applicants are highly encouraged to review the Master Plan and understand how your project fits within it.



**Hays County 2012
Parks Master Plan**

The County currently has 16 recommended projects by the first Parks and Open Space Advisory Commission (POSAC) formed prior to the proposition passing. Additional project submissions are to be expected. This will require an in-depth reevaluation of the existing recommended projects, with this newly formed POSAC 2.0, so that all projects receiving funding from either the general bond sales or the CWSRF are vetted appropriately. The value of these projects ranges from \$75 million to \$150 million (and potentially in excess of that amount) with entities providing matching funds.

PROJECT OVERVIEW

BUDGET AND PHASING

PHASE I (2020-2022)

COMMITTED PRIVATE CONTRIBUTION IS ACCEPTED BY THE CITY OF DRIPPING SPRINGS

- Value \$3,750,000 - \$5,250,000 – 300 acres of pristine Barton and Little Barton Creek riparian area and watershed have been committed via signed agreement by Dick Rathgeber.

PROPOSED CITY OF DRIPPING SPRINGS CONTRIBUTION

- \$50,000 - Master Plan & Public Input Process
- \$80,000 – \$125,000 – Engineering/Environmental studies

PHASE II (2022 – 2024)

- \$500k – 1m - Trailheads, Parking lots & Park Entrances w/ Signage & ADA compliant
(Three access points, One may require additional easement or land acquisition)
- \$1.5 - \$2.5m - Connectivity. A mixture of rustic/primitive (DG) & ADA Compliant Trails
Existing dilapidated low water crossing (dam) redesigned into pedestrian bridge

PHASE III (2024- 2026)

- \$300,000 - \$500,000 - Interpretive Master Plan & Installation.
Interpretive Kiosks, trailside Interpretive panels, wildflower & pollinator meadows,
wayfinding signage throughout park and interactive exhibits
- \$300,000- \$500,000 – Boy & Girl Scout / Youth & Family Group Campground.
Platforms, gathering pavilion, water spickets, firepits, pit toilets or restrooms

**PHASE IV (2026 - 2028)

- \$3-\$4m - Dripping Springs Natural Resource & Outdoor Recreation Center.
Restrooms, classrooms, meeting space, staff offices, night sky viewing center, outdoor
recreation amenities and features (example climbing wall, high element challenge course, hiking, etc.)

*TOTAL PROJECT COSTS RANGE – \$6,210,500 - \$7,675,000

(without Interpretive/Outdoor Rec Center – project costs \$3,210,500 - \$4,675,000)

*This rough budget estimate was compiled from consultation with RVI Planning and established from nearby similar projects.

** If not awarded funding by the POSAC opportunity, for PHASE IV, our goal is to partner with other potential funding sources for the Natural Resource & Outdoor Recreation Center project – DSISD, TPWD, Private Donations, In-Kind, City funding, etc.)

Sports & Recreation Park

Before sport court stripped of paint, cracks being filled.



After refurbished beautiful multi-sport court.



The Sports and Recreation Park basketball court refurbishment was completed on 3.24.2021

Veterans Memorial Park & Triangle
Nothing to report.

COMMUNITY SERVICES

Community Events & Programs – Submitted by: *Maggie Peterson, Programs and Events Coordinator*



Bird City:

Festival of Flight (AKA World Migratory Bird Day) is being held at Charro Ranch Park on Saturday, May 8 from 7am-4pm. We will have a variety of educational birding activities for all age groups. Families and novice birders are encouraged to participate! We will have scheduled bird walks with a biologist and birding expert to ID and guide. To participate in Festival of Flight you must pre-register for your bird walk time slot that is limited to 10 people per walk. Registrations are available on the Dripping Springs Parks and Community Services page under events.



Founders Day:

Nothing to report.

Keep Dripping Springs Beautiful:

The next Keep Dripping Springs Beautiful event, The Great American Clean Up, has been added to the calendar and will be held April 17th from 10am-3pm. We will meet at DSRP to get your clean up tools such as; masks, gloves, pick up tool, and trash bags. Participants will work their way from DSRP to the intersection of Ranch Road 12 and Highway 290. As bags become full they will be dropped along Ranch Road 12 for our handy maintenance staff to swing by and pick up! Registrations are required for this event and can be done on the Dripping Springs Parks and Community Services Page under Keep Dripping Springs Beautiful.



Coyote Kids Day Camp:

Registration for the Coyote Kids Nature Camp has officially opened! Roll out of camp has been successful in its efforts and have many campers signing up every day! We highly encourage anyone who wants to join us for camp this summer register as soon as possible as we are expected to fill! We have 11 weeks of nature packed educational sessions with a limit of 50 campers per session to maintain safety and sanitary guidelines. Camp will run from 7am-6pm Monday through Friday beginning June 1- August 13th. Staff is being currently being hired!





Farmers Market –

The Farmers Market continues to be extremely successful and new vendors reach out weekly to participate by submitting applications! The Farmers Market has launched its new Friends of Dripping Springs Farmers Market program. This provides an avenue for the public to support the market even when not shopping there regularly. Please see attached brochure for more information and below for more information.

Farmers Market has added two new employees and a new Assistant position has been filled among the add. The new FM Manager is Charlie Reed + the new FM Assistant is Johnna Krantz.

PCS staff has been covering operations during the transition. We are very excited to have found such a great duo to lead the market into continued success.



To register for the Friends of Dripping Springs Farmers Market Program, please visit the Farmers Market section of the Dripping Springs website: cityofdrippingsprings.com/page/fm.home

Sign up online today for your 2021 membership!

Annual Individual Membership \$30 | Program #5140

Annual Family Membership \$55 | Program #5141

Annual Corporate Membership \$250 | Program #5142

Farmers Market Vendor Applications for February & March, 2021:

- 4 Beans Jewelry – Board Approved
- Dog’s Love it – Board Approved
- Dripping in Petals – Board Approved
- Mother Shipton Candles – Board Approved
- Pure Luck Farm & Dairy – Staff Approved
- Rolling Stone Ranch +Studio – Board Approved
- Steinhardt Pottery – Board Approved
- Tejas Hemp – Board Approved
- Jake & Blue’s Raw Dog Food (Incomplete, does not meet requirements)

WELCOME TO THE NEW FARMERS MARKET TEAM - CHARLIE & JOHNNNA!!!



Charlie Reed, FM Manager



Johnna Krantz, FM Specialist

Marketing, Website, Social Media, Branding & Communications

The PCS department continues to expand its website pages to encompass the resource as a tool to provide the full scope of services within the department's span of responsibility. Currently, the "Community Services" aspect of the department is lacking in web presence and ease of service access. Staff is in the process of creating an easier application process and information dissemination platform.

- Road closure requests
- Itinerant Vendor Permits
- Event Permit for events held on city property and events held within City Limits
- Co-Sponsorship applications that includes banners at the triangle requests
- Filming Permit (which tend to be last minute in nature – less than 48hrs notice)

It is a goal of the department to streamline operations and scope of the Programs & Events Coordinator position through renaming the position to serve comprehensively in the coordination of all aspects of community services and not just events and programming. The title change will be to that of Community Services Coordinator and the scope will expand to include the coordination of all such services in addition to events and programs will fall under the Programs & Aquatics Manager's scope entirely.

PRESENTED AT

25th Annual Land Use Conference

April 15-16, 2021

Virtual, Texas

**Sign Regulation after *Reagan v. City of Austin*:
Changes to the Sign Landscape**

Laura Mueller

City Attorney

City of Dripping Springs, Texas

Author Biography

Laura Mueller, City Attorney - Laura previously worked at the Texas Municipal League as Assistant General Counsel. While at TML, she participated in over 100 speaking engagements on various legal topics and continues to be a featured speaker at legal conferences. She has authored amicus curiae briefs for the courts on numerous subjects including billboard regulation, reserved powers doctrine, civil service, elections, unions, takings, open meetings, public official liability, land use, and annexation. Laura received her undergraduate degree from the University of Oklahoma and earned her Doctor of Jurisprudence from the University of Texas at Austin. After spending three years as an associate at the Bojorquez Law Firm, Laura became the City Attorney of the City of Dripping Springs. Laura has been working on this paper since 2003. Thanks to Robyn Miga, Consulting Planner, and Cristian Rosas-Grillet, Attorney, from Bojorquez Law Firm for working through these issues with me.

Introduction: Hindsight in 2020 meets Off-Premise-Regulating in 2021

Five years ago, U.S. Supreme Court case *Reed v. Town of Gilbert* initiated a constitutional review of almost every sign code in Texas. These changes focused primarily on fixing definitions, focusing on zoning districts, and analyzing the purposes for sign regulation to ensure that cities had adequate bases for their regulatory framework. After *Reed*, the Third Court of Appeals in Austin weighed in, and the federal Fifth Circuit issued a case interpreting *Reed*, again triggering some adjustments to sign ordinances. This paper will review sign regulation statutes and case law from *Gilleo* until February 2021 while providing guidance for reviewing regulations, including your Sign Ordinance, that involve constitutional questions in 2021.

A Message from the Texas Legislature: Preemption of City Regulation of Signs

Ensuring enforceable sign regulation from First Amendment challenges has become increasingly challenging following *Reed v. Town of Gilbert* and its progeny including *Reagan v. City of Austin*, *Reagan Nat'l Advertising v. City of Austin*, No. 19-50354 (5th Cir. August 25, 2020); *Reed v. Town of Gilbert*, 576 U.S. 155, 171 (2015)¹. Understanding the basics of municipal sign regulation is key to understanding the far-reaching implications of *Reed* in municipal law. While a city may regulate any sign, these sign regulations most often focus on the restriction or prohibition of large outdoor signs that are hired out for commercial advertising, commonly known as billboards. Cities usually only prospectively ban or regulate signs because the removal, relocation, or reconstruction of an existing sign often costs the city money and may result in litigation. The regulation of billboards are the ones most affected by state law and cases. See, e.g., TEX. LOC. GOV'T CODE Ch. 216. The primary issue in all sign regulation cases is proving that the reasons for the regulation make sense and are truly met by the regulations in place, regardless of whether such a regulation is content-based or not.

Cities have authority to regulate signs in the city or the city's extraterritorial jurisdiction (ETJ). TEX. LOC. GOV'T CODE §§ 216.003; 216.902. A city's purpose for such regulation usually involves protecting the appearance, aesthetics, and environment of the city, which helps with property values, and improving traffic safety. See, e.g., *Luce v. Town of Campbell*, 872 F.3d 512, 517 (7th Cir. Sep. 22, 2017) ("It does not take a double-blind empirical study, or a linear regression analysis, to know that the presence of overhead signs and banners is bound to cause some drivers to slow down in order to read the sign before passing it."). Texas law has affirmed that both general law and home rule cities have some authority to regulate signs and billboards in the ETJ. *Id.* § 216.902(a). However, in lieu of regulating signs in the ETJ, a city may request that the Texas Transportation Commission regulate the signs within the city's ETJ. *Id.* A city that chooses to regulate signs in its ETJ should ensure that its ordinance clearly extends to that area by including a precise applicability or jurisdiction section in its sign ordinance.

Under Chapter 216 of the Local Government Code, a city may require a sign's removal, relocation, or reconstruction. TEX. LOC. GOV'T CODE ch. 216. In order to require removal of a nonconforming sign, a sign that was legal when the ordinance was adopted, the city must first determine compensation for the sign owner through appointment of a municipal sign board. The sign board's membership is provided by state law, and the board determines the amount of compensation. TEX. LOC. GOV'T CODE § 216.005. Before the board decides on the amount of

¹¹ When I checked the number of sources that have cited the *Reed v. Town of Gilbert* Supreme Court Decision in September 2020, the number was almost 4,000 including over 700 cases throughout the United States.

compensation, the city must give the sign owner an opportunity for a hearing. Once a regulatory action is taken and compensation for the sign is determined by the municipal sign board, “any person aggrieved by a decision” may appeal to district court. TEX. LOC. GOV’T CODE § 216.014. Compensation may be examined by a court for its reasonableness. If the compensation payments are provided over a period longer than one year, the duration’s reasonableness will also be examined. Additionally, a city has the authority to regulate and prohibit signs in public rights-of-way. A sign owner must request a city’s permission before a sign may be legally placed in a city’s right-of-way. TEX TRANSP. CODE § 393.0025.

Besides state authorization and limitation of sign regulation, the city must also consider the First Amendment protections afforded to signs when drafting and enforcing sign ordinances. The courts have held invalid city regulations that would prohibit or regulate signs with a noncommercial or political message that are located on residential property. *See Reed v. Town of Gilbert*, 576 U.S. 155 (2015) (limits regulation based on different types of non-commercial content); *City of Ladue v. Gilleo*, 512 U.S. 43, 58 (1994) (prohibits regulations that would completely eliminate the ability to place non-commercial signs).

Constitutional Conventions

Congress shall make no law . . . abridging the freedom of speech. . . U.S. Const., Amdmt. 1.

Before reviewing sign regulation cases, a review of the difference between rational basis, intermediate scrutiny, and strict scrutiny is useful. The standard for rational basis review, which applies to regulations that do not involve free speech or similar constitutional issues, is that a regulation be rationally related to a government purpose. *Duarte v. City of Lewisville*, 858 F.3d 348, 354 (5th Cir. 2017). The next level of review is intermediate scrutiny which is for regulations that affect constitutional rights but are either content neutral or, perhaps, regulate only commercial speech. Intermediate scrutiny requires that a regulation must be narrowly tailored to serve a significant government interest. *Central Hudson Gas & Elec. Corp. v. Pub. Serv. Comm’n of New York*, 447 U.S. 557, 561 (1980). Finally, strict scrutiny is for regulations that affect constitutional rights especially when speech or content is regulated. Strict scrutiny requires that a regulation be narrowly tailored to serve a compelling government purpose and the least restrictive means necessary to achieve the purpose. *Reed*, 576 U.S. at 171.

Two main issues have arisen when looking at the constitutionality of sign regulations: overinclusiveness and underinclusiveness. The main example of overinclusiveness is *City of Ladue v. Gilleo*. In that case, the city banned all signs in residential areas, which was not a viewpoint-based regulation and did not have many exceptions. *City of Ladue*, 512 U.S. at 51. In *City of Ladue*, the U.S. Supreme Court held that there is special protection for non-commercial and political signs, especially for those on residential properties. *Id.* Banning all residential non-commercial signs was constitutionally overinclusive because too much speech was being prohibited, even if the purposes for the ordinance were being met.

Other city regulations were designed to protect the significant government interests of aesthetics and safety, but have failed because they have not been the least restrictive means or were underinclusive. *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490, 507-08 (1981) (traffic safety and aesthetics are significant government interests). If the challenged ordinance regulates speech protected by the First Amendment but is content-neutral, the law is subject to intermediate scrutiny, and it “need not be the least restrictive means of advancing the State's

interests.” *Ex Parte Thompson*, 442 S.W.3d 325, 345 (Tex. Crim. App. 2014). The restriction must, however, be “narrowly tailored to serve a significant governmental interest.” *McCullen v. Coakley*, 134 S.Ct. 2518, 2534 (2014) (quoting *Ward v. Rock Against Racism*, 491 U.S. 781, 796 (1989)). To be narrowly tailored, the “regulation [must] promote a substantial governmental interest that would be achieved less effectively absent the regulation.” *Thompson*, 442 S.W.3d at 345. Additionally, the regulation must not be “broader than is necessary to achieve the government’s interest.” *Id.* Then the Supreme Court of the United States clarified (to some extent) how signs may be regulated in *Reed v. Town of Gilbert*, 576 U.S. 155 (2015). Regardless of the level of review, all sign regulations must meet the stated purposes of the ordinance whether it be aesthetics, public safety, or another governmental interest.

Reed v. Town of Gilbert: Underinclusiveness

In *Reed v. Town of Gilbert*, the Town of Gilbert, Arizona, enacted a sign ordinance that defined various types of signs and restricted the different types of signs in various ways. 576 U.S. 155 (2015). For example, the town’s ordinance included definitions and differing regulations for temporary directional signs, ideological signs, and political signs. Based on the type of sign, the ordinance limited how long the sign could be posted. (Temporary directional signs could be posted no sooner than 12 hours before an event and for one hour after the event, but ideological or political signs could be posted for much longer.). The Court held that this ordinance was unconstitutional because it was underinclusive to meet its stated purposes and was content-based.

A local church regularly changed the location of its meetings. Each week, the church used temporary directional signs to guide parishioners to the appropriate location. *Reed*, 576 U.S. at 160-161. The signs at issue were in place longer than allowed by the town’s ordinance for event signs, and the town cited the church for the violations. The church sued the town, arguing that the shortened time frame for temporary directional signs versus the longer time frame for ideological and other signs was a “content-based” restriction on speech that is prohibited by the First Amendment to the U.S. Constitution. The town countered that the shorter time frame for temporary directional signs was not content-based because anyone’s temporary directional sign had to follow the same restrictions, not just churches, in essence arguing that the sign regulation was not content-based because it did not discriminate based on viewpoint. *Id.* at 167.

The Court held that the ordinance’s varying durations for posting based on the type of sign was based on the content of the sign because a city employee had to read the sign to know it referenced an event rather than an ideology to enforce the ordinance. *Id.* at 171. “A regulation that targets a sign because it conveys an idea about a specific event is no less content based than a regulation that targets a sign because it conveys some other idea” *Id.* When a restriction on speech is content-based (as opposed to a content-neutral time, place, or manner restriction), it will be upheld only if a city can show that the restriction is “narrowly-tailored to meet a compelling governmental interest.” A law or ordinance that is subject to strict scrutiny rarely survives a First Amendment analysis. *But see id.* at 173.

The Court invalidated the town’s ordinance because the town did not prove that the content-based distinction was narrowly tailored to achieve the town’s interests of aesthetics and traffic safety. As support for its position, the Court noted that the ordinance was underinclusive and allowed a great number of signs to be placed for long periods of time. That fact, in and of itself, refuted the town’s stated interests of aesthetics and traffic safety (and likely meant they

might have failed even under intermediate scrutiny). Moreover, the court concluded that the various exceptions in the ordinance for certain signs made the restriction of other signs insupportable.

Reed has had an enormous impact on sign regulation—“a law that is content-based on its face will be subject to strict scrutiny regardless of the government’s benign motive, content-neutral justification, or lack of ‘animus toward the ideas contained’ in the regulated speech.” *Reed*, 576 U.S. at 163. The Supreme Court in *Reed* declared “government regulation of speech is content based if a law applies to a particular speech because of the topic discussed or the idea or message expressed.” *Id.* at 163-64. Courts have interpreted this to mean that a law that distinguishes between permitted and prohibited speech based on the subject matter, function, or purpose of the speech is content based on its face. Additionally, even a facially neutral law will be deemed to be content based if it either cannot be justified without reference to the content of the speech or if enforcement of the ordinance causes discrimination based on the speaker’s point of view.

Practically, the holding in *Reed* means that any ordinance provision that requires a city employee to read the content of a sign before taking action will be subjected to strict scrutiny by a court. However, a city sign code can still prohibit all signs on city property and limit the size, building materials, and other aesthetic aspects of a sign. That being said, a sign ordinance could—in theory—have content-based restrictions, but the standard to uphold these restrictions is very strict. Ultimately, most content-based regulations will likely be struck down, unless the restrictions can meet the strict scrutiny test set out by the courts. *Id.* at 159. Regardless of the inherent validity of an exception or distinction, exceptions that defeat the stated purposes of an ordinance by being overinclusive or underinclusive (for example, aesthetics or traffic safety) can result in an entire ordinance being struck down. *See id.* Issues related to how commercial content can be regulated remains open.

REEDing Alito’s Concurrence

Justice Alito filed a concurrence to the *Reed* opinion where he laid out his interpretation to the holding and what regulations would still be allowed:

“Rules regulating the size of signs. These rules may distinguish among signs based on any content-neutral criteria, including any relevant criteria listed below.

Rules regulating the locations in which signs may be placed. These rules may distinguish between freestanding signs and those attached to buildings.

Rules distinguishing between lighted and unlighted signs.

Rules distinguishing between signs with fixed messages and electronic signs with messages that change.

Rules that distinguish between the placement of signs on private and public property.

Rules distinguishing between the placement of signs on commercial and residential property.

Rules distinguishing between on-premises and off-premises signs.

Rules restricting the total number of signs allowed per mile of roadway.

Rules imposing time restrictions on signs advertising a one-time event. Rules of this nature do not discriminate based on topic or subject and are akin to rules restricting the times within which oral speech or music is allowed.”

Reed, 576 U.S. at 174 (Alito, J. concurring). While these rules are good guidelines, the text of the majority opinion, and the cases that followed, should be the primary basis of any amendments to the sign or other potentially content-based ordinances. For example, Justice Alito would allow rules that impose a time limitation for one-time events, but this analysis appears to contradict the majority holding of *Reed*. Rules imposing restrictions on temporary signs generally may be more enforceable.

Reed 2021-What Came Next

How a city may regulate some signs, but not others, depends on many factors. For example, a city generally may regulate signs based on size, but not regulate signs solely based on content, without showing that the restriction is narrowly tailored to meet a compelling interest. However, some cases have upheld the ability of cities to distinguish based on the type of sign being regulated. In terms of commercial speech, because *Reed* involved non-commercial speech, the *Central Hudson* and *Metromedia* rule, which applies to commercial speech, may still be binding. This analysis is supported by a long-standing history of requiring intermediate scrutiny for regulation of commercial speech. Additionally, and as mentioned above, Justice Alito asserted in his concurrence that distinctions between “on-premises” and “off-premises” signs remain valid post-*Reed*. The United States Courts of Appeals and state law have split on how to apply this scrutiny to regulation of commercial signs. *See, e.g.*, TEX. TRANSP. CODE ch. 391; *Internat’l Outdoor, Inc. v. City of Troy*, --- F.3d ---; No. 19-1151/1399 (6th Cir. Sept. 4, 2020) (strict scrutiny for all signs); *Aptive Env., LLC v. Town of Castle Rock, CO*, 959 F.3d, 961 (10th Cir. May 15, 2020) (intermediate scrutiny for regulation of commercial content); *Central Hudson Gas & Elec. Corp. v. Pub. Serv. Comm’n*, 447 U.S. 557 (1980) (“...must concern lawful activity and not be misleading...we ask whether the asserted governmental interest is substantial...if both inquiries yield positive answers, we must determine whether the regulation directly advances the governmental interest asserted, and whether it is not more than extensive than necessary to serve that interest”); *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490, 514 (1981). The most pertinent federal case in Texas is *Reagan Nat’l Advertising v. City of Austin*, No. 19-50354 (5th Cir. August 25, 2020).

In *Reagan*, the Fifth Circuit held that the City of Austin’s stricter regulation of off-premises signs was a regulation of all speech, not just commercial speech, and was content-based. *Reagan Nat’l Advertising v. City of Austin*, No. 19-50354 (5th Cir. August 25, 2020). This determination means that the regulation had to be reviewed under strict scrutiny. The Court held that the regulation was content-based because the sign’s content, whether the communication on the sign referred to activities on the same premises in question, determines whether it falls under a stricter regulation of off-premises signs. The Court held that the regulation was content-based (you have to read the sign to know whether or not it references on site activities) did not meet the requirements of strict scrutiny and therefore was invalid. The Court declined to decide whether the lesser level of scrutiny still applied to a content-based regulation that only applies to commercial speech.

The Texas Court of Criminal Appeals has also held that a content-based law is presumptively invalid and the government bears the burden to rebut this presumption, overturning both a statute regulating sexually explicit communications with a minor and a photography law regarding taking photos of individuals without their consent. *See Ex Parte Lo*, 424 S.W.3d 10, 15 (Tex. Crim. App. 2013) (sexually explicit communication); *Ex Parte*

Thompson, 442 S.W.3d 325, 345 (Tex. Crim. App. 2014) (photography). The Court also applied the “most exacting scrutiny to regulations that suppress, disadvantage, or impose different burdens on speech because of its content.” *Lo*, 424 S.W.3d at 15. “To satisfy strict scrutiny, a statute regulating speech must be necessary to serve a compelling state interest and be narrowly drawn.” *Id.* “A law is narrowly drawn if it employs the least restrictive means to achieve its goal and if there is a close nexus between the government’s compelling interest and the restriction.” *Id.* The law does not satisfy strict scrutiny if there is a less restrictive means of achieving the state’s compelling interest that would be at least as effective as the statute under review. *Id.* at 15-16. However, a statute may not be held overbroad merely because “...one can perceive of some impermissible application.” *United States v. Williams*, 553 U.S. 285, 303 (2008).

In *Baker v. City of Fort Worth*, No. 4:19-cv-00869-O, 2020 WL 7225993 (N.D. Tex. December 8, 2020) (mem. op.) the Court looked at the issue of under-inclusiveness and content-based regulations. In this case, the city required city permission to place a sign on city property, unless the sign was a political or election sign. This requires both reading of the sign and a preference for certain non-commercial content, election/political speech. This content-based restriction requires strict scrutiny of the ordinance. The court extended the strict scrutiny analysis past the political requirement and focused on the fact that any sign to be placed on city property had to go through a process with winners and losers. “Offering limited and discretionary exemptions through the city council to allow some First Amendment activity by some individuals or groups renders the ordinance underinclusive.” *Id.* at *7. The court also reviewed the reasoning and accomplishment of the city’s desired goal of aesthetics and removal of trash, and held that the scheme created by the city did not affect aesthetics in a “direct and material way.” This case presents an interesting question on how a city or other governmental entity can regulate signs on government property, but also brings into question any favoritism shown to political signage in any regulation.

It is not only city ordinances that will be reviewed under scrutiny based on the *Reed* case and its progeny. Section 259.003 of the Texas Election Code, which provides that “a municipal charter provision or ordinance that regulates signs may not, for a sign that contains primarily a political message and that is located on private real property with the consent of the property owner: (1) prohibit the sign from being placed...[etc.]” could be considered unconstitutional under *Reed*. *Id.* As this regulation prima facie looked at the content of signs it would require strict scrutiny review under *Reed* and could not easily meet the compelling government interest requirement because it only protects political speech, similar to *Baker*.

REEDing Texas Highway Beautification Act

The Third Court of Appeals in Austin applied *Reed* to the state’s Highway Beautification Act, which regulates advertising, among other things, on state roads. *Auspro Enterprises, LP v. Texas Dep’t of Transp.*, 506 S.W.3d 688 (Tex. App.—Austin- 2016, judgment vacated as moot). In *Auspro*, the Texas Department of Transportation filed an enforcement action against Auspro because it maintained a political sign on the owner’s commercial property past the time that such signs are allowed. The court stated that “...under *Reed*’s framework, the Texas Act’s outdoor-advertising regulations and associated Department rules are, on their face, content-based regulations of speech.” *Id.* However, the court of appeals also held that “the provisions in Subchapter I are not affected by our decision here because they authorize the State to regulate commercial speech along certain specified highways, specifically off-premise signs displaying

messages regarding ‘goods, services, or merchandise.’” *Id.* Thus, the Third Court of Appeals held that portions of the Highway Beautification Act are unconstitutional but also preserved the state’s right to regulate commercial advertising. The Supreme Court of Texas granted review but vacated the decisions of the lower courts after amendments to the Highway Beautification Act made the issue moot.

Texas Legislature Interprets *Reed* and *Auspro*

Senate Bill 2006 passed in 2017, makes clear that the state, through the Texas Department of Transportation (TxDOT), intends to regulate “commercial” signs that: (1) advertise goods and services; and (2) whose primary purpose of the sign is advertising. TEX. TRANSP. CODE Ch. 391; S.B. 2006, 85th R.S. (Tex. 2017). The bill narrowed the applicability of its outdoor advertising rules to “commercial signs” that will be leased or used to display “any good, service, brand, slogan, message, product, or company.” Under the bill, “commercial signs” do not include a sign leased to a business that is located on the same property as the business or on property that is owned or leased for the primary purpose of displaying the sign. Whether the Fifth Circuit would uphold these regulations after the *Reagan* case is unclear.

Reed Review is Non-Stop

First, each city should review its ordinances for content neutrality as written. If a regulation has definitions or exceptions that are based on the content of speech, for example an exception to regulation for political signs, the relevant questions would be: Does code enforcement need to read a noncommercial sign to regulate it? Does the code enforcement officer need to talk to a person handing out pamphlets, or read the pamphlets themselves, to determine whether a person can pursue their activity at their chosen location? If so, the ordinance and its enforcement need to be changed or at least heavily evaluated to determine whether they are the least restrictive means of meeting the city’s purposes in adopting the regulations.

If your city has already taken the most conservative approach of no content-based sign regulations, including for commercial, and limited your regulations to size, location, and type, there is no change to make. Content neutral regulations will be reviewed under intermediate scrutiny, regardless of the outcome of the commercial versus non-commercial debate. If your sign ordinance continues to regulate commercial signs more strictly than non-commercial, ensure that any such regulations only apply to commercial content and that the purpose for the regulation is clearly supported. Be ready to change the regulations should the cases allowing commercial content to be regulated more strictly be overturned. Regardless of the type of regulation, make sure you have clear reasons for regulating the signs like traffic safety and aesthetics and that your regulations meet those needs. The biggest issue in sign ordinances is underinclusiveness when there are so many exceptions to a rule that the reasons for having the regulation get watered down to the point of defeating the reasons.

Another example: a city ordinance restricting the use of “holiday lights” on certain dates or hours of the day could implicate *Reed*. Here, an argument could be made to the underlying First Amendment reasons in restricting the content of “holidays.” This regulation could avoid *Reed* by simply focusing instead on categories of lights (i.e. size, luminosity, string lights, etc.) rather than their content-based function.

1. The first analysis will be if the regulation is content based or not. Non-content based regulations include:
 - a. Size
 - b. Lighting
 - c. Location (right-of-way, trees, poles)
 - d. Types of signs (pole, balloons, monuments, digital)
 - e. Time of placement (so long as it's not based on the content)
 - f. Number of signs per lot
 - g. Regulations that regulate the types of signs by zoning district
 - h. Condition of signs (dilapidation, destroyed signs)
2. If any of your regulations are content-based, off-premises v. on-premises, limitation on commercial signs being a certain size or digital, exceptions for certain types of signs, or other language, ensure the definitions and regulations cannot be applied to non-commercial content.
3. Sign regulations that more strictly regulate commercial content are still defensible in Texas but be ready to change these should the courts that cover Texas overturn the cases that allow intermediate scrutiny for commercial regulation.
4. Ensure your regulations serve a clear governmental interest and that there are few to no exceptions that defeat your governmental interest.
5. Ensure that every lot in the City has the right to have some type of signage. *See City of Ladue v. Gilleo*, 512 U.S. 43, 58 (1994).

Conclusion

At the start of each city's review of its sign ordinance, state clearly what your purposes for the regulations are. Then draft or revise regulations that directly address these purposes. The most conservative approach to regulating signs is to only focus on non-content-based regulations and regulate by different types of lots without regard to whether the sign is a real estate sign, construction sign, or political sign. Because there is a split in the circuits on the level of scrutiny for the regulation of commercial content, it is likely that the Supreme Court will take this issue up soon. The Fifth Circuit may also have a case where it needs to directly address the issue. Keep an eye out for these cases, and plan accordingly.

Example Sign Language Modifications

(These are only examples; each city should consult with legal counsel before making modifications to the enforcement or text of ordinances)

Purpose: limiting visual blight from too many signs or dilapidated signs and preventing traffic safety issues by not allowing signs in the right of way.

Political Signs

Standard Language:

Political sign. Any sign which is designed to influence the action of the voters for the passage or defeat of a measure or for the election or defeat of a candidate for nomination or election to any public office, but the sign shall not include the name of the sponsor, the name of the business promoting the activity, or advertising for the business.

Political signs

Political signs shall be regulated as follows:

- (a) Size. The size of the on-premises sign shall be limited to a maximum of six square feet.
- (b) Number per lot. One sign per candidate or cause per lot or tract of land.
- (c) Location. No political sign shall be posted or otherwise affixed to or upon any sidewalk, crosswalk, streetlamp post, hydrant, tree, electric light or tower, telephone pole, wire appurtenance, or upon any lighting system. No political sign may be placed within the right-of-way of public streets or highways within the city.
- (d) Lighting. Indirect.
- (e) Timing. The sign shall be taken down 72 hours after the election for which it was erected has terminated.
- (f) Permit, fee. No permit and no fee shall be required

New Language:

Temporary. A banner, poster, or advertising display constructed of paper, cloth, plastic sheet, cardboard, plywood, or other like materials that appears to be intended to be displayed for a limited period. *(Although this could lead to issues based on who determines temporary intent and how they do so)*

Signs in Residential Districts

- (a) No sign shall be allowed in residential districts except for the following categories of signs that comply with the provisions of this chapter and have received approval when necessary:
 - (1) One temporary sign on any property zoned residential not to exceed nine (9) square feet;
 - (2) One sign no larger than 8.5 inches by 11 inches in one window on the property at each time;

- (3) One additional temporary sign not to exceed nine (9) square feet in size per lot may be located on the owner’s property for a period of ninety (90) days per twelve-month period; and
 - (4) Any sign required by state law or local ordinance.
- (b) Signs in this section do not need a permit if they meet the requirements of this section and all other applicable provisions of the sign code.

	Area	Height	Number of signs	Permit	Cite	Cost
Residential Districts						
Residential developments-monument identification sign (small)	18 sq ft	6 ft	1	yes	26.02.001	\$200 plus pre-application
Residential developments-monument identification sign (large)	24 sq ft	6 ft	1	yes	26.02.001	\$225 plus pre-application
Flags - noncommercial	5' X 8' ft	Flagpole can be up to 25 ft	2	No	26.02.001	N/A
Home occupation	4 sq ft	4 ft	1	No	26.02.001	N/A
Residential - noncommercial signs	4 sq ft	4 ft	None	No	26.02.001	N/A
Residential-address (required)	Letters and numbers 6" to 8"		One (required)	No	26.02.001	N/A
Residential-temporary sign	9 sq ft	9 ft	One	no	26.02.001	N/A
Construction/development sign	48 sq ft	8 ft	One	yes-project completion or 24 months	26.02.001	\$50
Traffic-control signs (not MUTCD)	2 sq ft	6 ft from grade	As required	no	26.02.001	N/A

Off-Premises Signs

City example:

- (4) Off-premises signs (including billboards) containing commercial advertising of goods, real property, or services.

State Law definition:

(1-a) “Commercial sign” means a sign that is:

(A) intended to be leased, or for which payment of any type is intended to be or is received, for the display of any good, service, brand, slogan, message, product, or company, except that the term does not include a sign that is leased to a business entity and located on the same property on which the business is located; or

(B) located on property owned or leased for the primary purpose of displaying a sign.
 Tex. Transp. Code Section 391.001.

Signs on City Property when Used as a Polling Place Example: *This policy still has some issues under Reed and Baker, but does not provide for any content based regulation. Basically the City only allows signs placed by private parties as part of either projects that the City worked with the private party on, such as a park improvement, or for events held at City facilities. However, on election day anyone can place any non-commercial sign of a certain size near a polling place.*

Signs installed in violation of this policy are considered a nuisance and may be removed by the code enforcement official or the official's designee without notice.

No sign may be placed on City Property without a co-sponsorship agreement unless placed by the city or another governmental entity. The placement of signs on city property is governed by City Code. Any sign placed on City Property must also be approved by the Sign Administrator prior to placement.

(a) Signs on election day. Any person may install one non-commercial sign during a day in which a city property is being used as a polling place subject to the following restrictions:

- 1) No sign may be installed before 12:01 a.m. on the day in which City property is being used as a polling place;
- 2) All signs must be removed by 11:59 p.m. the following day in which City property is being used as a polling place;
- 3) No sign may be greater in size than four (4) square feet;
- 4) No sign may be higher than eight (8) feet above the ground;
- 5) No sign may be illuminated or have any moving elements;
- 6) Each responsible party may only install one sign covered by this policy during each day the city property is used as a polling place. Each sign installed must have the name and contact number of the responsible party installing the sign on the sign itself;
- 7) Signs may only be installed within the area designated by the Sign Administrator or the Administrator's designee at a polling place at the City Hall; Areas will be marked the day before the day the city property will begin to be used as a polling place;
- 8) Any sign may be held by a person on the property so long as the area is a public place the person is authorized to be in and does not block or impede the election area or other users use of the area; and
- 9) These rules are in addition to any state or federal rules related to elections or campaign advertising.

Sign Regulation after Reagan v. City of Austin: Changes to the Sign Landscape

LAURA MUELLER
CITY ATTORNEY
CITY OF DRIPPING SPRINGS



The Story of Sign Regulation

- ▶ Texas Law Requirements
- ▶ Case Law and Constitutional Considerations
- ▶ What Comes Next: Examples and Guidance



Taking a Break to review the reasons . . .

Why is your client regulating signs?

Aesthetics?

Public Safety?

Does your sign regulation accomplish these goals?



Remember... you belong to the State of Texas



- Chapter 216 of the Local Government Code: Regulate, Remove, Relocate
- Chapter 393 of the Transportation Code: Regulate in the Right of Way
- Chapter 259 of the Texas Election Code: affects how Cities regulate political signs (??)

Constitutional Conventions

- ▶ Free Speech rights under the First Amendment of the U.S. Constitution are not absolute; they are balanced against personal rights or interests of society—such as public safety and aesthetics
- ▶ Speech may be regulated, but restrictions must pass muster
 - ▶ **Intermediate scrutiny: must be narrowly tailored to serve a significant government interest**
 - ▶ **Strict scrutiny: must be narrowly tailored to serve a compelling government purpose and be the least restrictive means necessary to achieve the purpose**



Look at where we started-City of Ladue v. Gilleo

- ▶ Overinclusive
 - ▶ “Displaying a sign from one’s own residence often carries a message quite distinct from placing the same sign someplace else, or conveying the same text or picture by other means.” *City of Ladue v. Gilleo*, 512 U.S. 43, 56 (1994).
 - ▶ Visual Clutter elimination is a good reason for regulations, but the regulation foreclosed the important ability to put a sign in your own yard.
 - ▶ Non-commercial signs deserve special protection.

OVERINCLUSIVE



Reed the Sign Ordinance

- *Reed v. Town of Gilbert*, No. 13-502 (**June 18, 2015**).
- If you must read a sign to regulate, the ordinance is **content based**.

- **UNDERINCLUSIVE**



How to *Reed*: Facts

- ▶ Town of Gilbert ordinance distinguished between *political* (electoral), *ideological* (non-commercial), and *directional* signs with different rules for time, location, and size
- ▶ “Temporary Directional Signs”: signs intended to direct passersby to a “qualifying event” of a non-profit organization
- ▶ Must be < 6 sqft; no more than 4 signs on any property; and displayed < 12 hours before event and up to 1 hour after
- ▶ Church challenged ordinance



How to *Reed*: the Law

U.S. Supreme Court: a regulation can be *content based* in two ways:

- by distinguishing speech by the *topic discussed*
- if the regulation's purpose or justification depends on the underlying *idea or message expressed*—i.e., regulation is facially content neutral, but motives were content based.

“A law that is content based on its face is subject to strict scrutiny regardless of the government’s benign motive, content-neutral justification, or lack of ‘animus toward the ideas contained’ in the regulated speech”

Stay Alive: Alito's Concurrence

Alito, Sotomayor, and Kennedy joined the opinion of the Court but added “a few words of further explanation” about rules that would not be “content based.” Cities may:

- ▶ Regulate the *locations* in which signs may be placed
- ▶ Distinguish between *free-standing signs* and those *attached to buildings*
- ▶ Distinguish between *lighted vs. unlighted signs*
- ▶ Distinguish between *fixed messages* and *electronic or variable*
- ▶ Distinguish between placement on *private or public property*
- ▶ Impose time restrictions on signs advertising a one-time event?



Where we are: Reed Recap

AFTER REED:

- Rules based on message: if you need to read a sign to know how to regulate it, *content-based*
- *Non-commercial signs*: content-based regulations pass muster only by surviving **strict scrutiny**
- Underinclusive, too many exceptions, can undercut the purposes of the ordinance
- *Commercial signs*: content-based regulation may still be allowed under Reed with **intermediate scrutiny**



Austin Court of Appeals

Auspro court: “under Reed's framework, the Texas Act's outdoor-advertising regulations and associated Department rules are, on their face, content-based regulations of speech”

- ▶ Such regulations must meet strict scrutiny test
- ▶ This is close to a regulatory death sentence because meeting strict scrutiny is extremely difficult



A Message from the Texas Legislature: Good Billboard Bill that “fixes” *Auspro*

S.B. 2006 makes clear that TxDOT can still regulate signs that:

- 1. Advertise goods and services.
- 2. Where primary purpose of the sign is advertising.

See Texas Transportation Code Chapter 391.



Wait for It: 5th Circuit Punts on Commercial Question but 6th Circuit includes Commercial Content in Strict Scrutiny

- ▶ *Reagan Outdoor Adver. v. City of Austin*, 5th Circuit



- ▶ *When regulation of off-premises signs includes non-commercial content, the regulation is content-based, reviewed under strict scrutiny, and won't be upheld*
- ▶ *“a sign advertising a business, person, activity, goods, products, or services not located on the site where the sign is installed, or that directs person to any location not on that site.”*
- ▶ *Updated: “a sign that displays any message directing attention to a business, product, service, profession, commodity, activity, event, person, institution, or other commercial message which is generally conducted, sold, manufactured, produced, offered, or occurs elsewhere than on the premises where the sign is located.”*

- ▶ *International Outdoor, Inc. v. City of Troy, Mich.*, 6th Circuit

- ▶ *Strict scrutiny when content-based regulation affects commercial content. Intermediate scrutiny is only for content neutral regulations.*

History has its eyes on the Lower Appellate Courts

9th: The Ninth Circuit upheld a city's right to prohibit billboards based on an onsite vs. offsite distinction. See *Contest Promotions, LLC v. City & Cty. of S.F.*, No. 17-15909, 2017 U.S. App. LEXIS 15375 ,at *14 (9th Cir. Aug. 16, 2017). See also *Central Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n*, 447 U.S. 557, 606 (1980).

10th: The Tenth Circuit used the *Central Hudson* test to review a curfew for commercial peddlers. The Court held that the regulation didn't achieve the purposes set by the City. *Aptive Environ., LLC v. Town of Castle Rock*, 959 F.3d 961 (2020).

3rd: The 3rd Circuit used the *Central Hudson* test to review a wage history question related to personnel hiring. The Court held that the questions were valid because they served the City's stated purposes. *Greater Philadelphia Chamber of Commerce v. City of Philadelphia*, 949 F.3d 116 (2020).

2nd: The 2nd Circuit used the *Central Hudson* to review advertising in taxicabs. The limitation on advertising in taxicabs, except for certain taxis, was allowed because it met the City's purpose. *Vugo, Inc. v. City of New York*, 931 F.3d 42 (July 16, 2019).

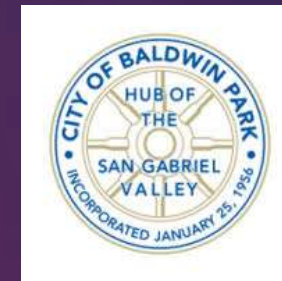
Even if your regulation is analyzed under Intermediate Scrutiny it can still fail due to underinclusiveness, overinclusiveness, or just not meeting your purposes.



Potential Political Sign Problems

District Court held that language allowing additional signs (regardless of content) during election season was unconstitutional . . .

WWW.RICARDOPACHECO.COM et al. v. CITY OF BALDWIN PARK, No. 2:16-cv-09167-CAS(GJSx), 2017 WL 2962772 (C.D. Calif July 10, 2017).



Baker v. City of Fort Worth, N.D. Tex December 2020

Signs on city owned property-cannot differentiate among different non-commercial content-political sign analysis

Strict Scrutiny-compelling interest and narrowly tailored



Political Signs: Vote for Content-Neutral Temporary Signs

Choices:

1. All signs (including noncommercial can be a smaller size); or
2. Increase allowed size of all signs to 25' requirements.

Still keep all signs out of right-of-way.

Why do you write like you're writing out of time?

Residential Districts						
Residential developments-monument identification sign (small)	18 sq ft	6 ft	1	yes	26.02.001	\$200 plus pre-application
Residential developments-monument identification sign (large)	24 sq ft	6 ft	1	yes	26.02.001	\$225 plus pre-application
Flags - noncommercial	5' X 8' ft	Flagpole can be up to 25 ft	2	No	26.02.001	N/A
Home occupation	4 sq ft	4 ft	1	No	26.02.001	N/A
Residential - noncommercial signs	4 sq ft	4 ft	None	No	26.02.001	N/A
Residential-address (required)	Letters and numbers 6" to 8"		One (required)	No	26.02.001	N/A
Residential-temporary sign	9 sq ft	9 ft	One	no	26.02.001	N/A
Construction development sign	48 sq ft	8 ft	One	yes-project completion or 24 months	26.02.001	\$50
Traffic-control signs (not MUTCD)	2 sq ft	6 ft from grade	As required	no	26.02.001	N/A



Follow-up after sign ordinance changes, upheld.

Residential Signs allowed:

- (a) Up to 3 flags or pennants of up to 10 square feet on a staff or pole of no longer than 8 feet;
- (b) Up to 3 permanent signs with a combined area of no more than 10 square feet and a height of no more than 4 feet;
- (c) Up to 6 temporary window signs with a combined area of no more than 9 square feet, except that no more than 50% of the area of any given window may be covered by window signs;
- (d) Up to 4 other temporary signs with a combined area of no more than 10 square feet and a height of no more than 3 feet.



Ten Sign Commandments

10. Take the words “political” and “holiday” out of your sign ordinance.
9. Ensure that you address dilapidated signs.
8. Decide whether Real Estate Signs are commercial.
7. Have your code enforcement officer and prosecutor read your drafts for enforceability.
6. List of Prohibited Signs (content neutral or could include commercial messaging).



Ten Sign Commandments

5. List of always approved signs (without permits): government signs, traffic signs, extra signs that everyone can have-non-commercial signs.
4. Flags.
3. Content-neutral or content-neutral for non-commercial and some commercial regulation. By Zoning District, size of lot, sign type, lighting.
2. Clearly state what your purposes for your regulations generally including traffic safety and aesthetics, character of the City.



The Final Commandment

1. Ensure that your sign code serves your significant/compelling governmental interests and that no exceptions or definitions cause underinclusiveness or overinclusiveness.

I AM THE ONE THING IN LIFE I CAN CONTROL.

--AARON BURR (HAMILTON)

Questions?





☑ CHECKLIST FOR OFFICE-BASED EMPLOYERS

Employers may operate their offices with up to 75% of the total office occupancy, provided the individuals maintain appropriate social distancing. All employees and customers must wear a face covering (over the nose and mouth) wherever it is not feasible to maintain six feet of social distancing from another individual not in the same household.

The following are the minimum recommended health protocols for all office work employers choosing to operate in Texas. Office work employers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Office work employers should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Employers should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

Health protocols for your employees and contractors:

- ☐ Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
☐ Screen employees and contractors before coming into the office:
☐ Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- Loss of taste or smell
- Diarrhea
- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Known close contact with a person who is lab confirmed to have COVID-19



OFFICE-BASED EMPLOYERS: Page 2 of 3

- Do not allow employees with new or worsening signs or symptoms listed above to return to work until:
 - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or
 - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
 - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional’s note clearing the individual for return based on an alternative diagnosis.
- Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees and contractors wash or sanitize their hands upon entering the office.
- Have employees and contractors maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Consider implementing a staggered workforce, such as alternating days or weeks for different groups of employees and/or contractors coming into the workplace.
- Continue to encourage individuals to work remotely if possible.
- If an employer provides a meal for employees and/or contractors, the employer is recommended to have the meal individually packed for each individual.

Health protocols for your facilities:

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.



OFFICE-BASED EMPLOYERS: Page 3 of 3

- Limit the use of standard-size elevators to four individuals at a time, each located at a different corner of the elevator to avoid close contact. Masks should be worn in elevators. Utilize touchpoint cleaning and nanoseptic button covers if appropriate. For individuals not wishing to ride an elevator, ensure stairways are available for use. As appropriate, individuals subject to the Americans with Disabilities Act may ride the elevator alone or accompanied by the individual's caregiver.
- Disinfect any items that come into contact with customers.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.
- Consider placing [readily visible signage](#) at the office to remind everyone of best hygiene practices.
- For offices with more than 10 employees and/or contractors present at one time, consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the office are being successfully implemented and followed.

TIRZ PRIORITY PROJECTS
 DRIPPING SPRINGS TOWN CENTER
PRELIMINARY CONCEPTUAL PLAN
 November 17, 2017

BACKGROUND

In December of 2016, the City of Dripping Springs established two Tax Increment Reinvestment Zones (TIRZ #1 & #2), with the purpose of promoting economic development, and planning critical infrastructure to support quality development within the central part of the city. Several Priority Projects have been identified by the TIRZ Board, including the improvement of Old Fitzhugh Road, future planning for the Triangle tract at the east end of Mercer Street, and the planning and potential development of a Town Center Project on properties currently owned and occupied by the City and the Dripping Springs Independent School District (DSISD) at the western end of Mercer Street.

Pursuant to a Memorandum of Understanding (MOU) between the City, the TIRZ Board, DSISD and the Dripping Springs Community Library District, the parties agreed to pursue joint planning and evaluation of a Town Center concept on tracts currently occupied by DSISD administrative offices, City Hall, a portion of Mercer St Right of Way and, potentially, a small adjacent commercial tract. The intent of the Town Center Plan is to promote *“the availability of joint use spaces to provide for necessary facilities for the City, District, Library and local economic development”*. The MOU calls for a Preliminary Conceptual Plan for the Town Center Project to be completed by November 17, 2017, to allow the parties to evaluate the concept and make recommendations regarding its approval to their respective decision makers by December 31, 2017. This document summarizes the Preliminary Concept Plan, which has been prepared over the past two months. The Plan is based on available information, Stakeholder-provided program data and needs assessments, site visits and multiple Stakeholder Visioning and Work Sessions.

THE VISION AND THE NEED

Dripping Springs City Hall and the DSISD Administrative Offices occupy separate parcels of land at the western terminus of Mercer Street, the town’s historic main street. The City Hall is located in a former church building of approximately 7,100 square feet that is challenged to meet the needs of the growing community; the City estimates a need to double its facility over the next ten years to keep pace with rapidly-expanding municipal service needs.

The DSISD offices are located in sixty-year old former classroom and school buildings. Facilities Assessments recently conducted have highlighted its substandard and degraded conditions and have outlined the high costs of rehabilitation. A recent facility program plan estimates that a complex of approximately 64,000 square feet will be required by 2022, to fulfill the integrated complement of administrative, community services, technology, day care, training and meeting needs of the District.

In addition, the Dripping Springs Community Library, situated to the northwest of the Town Center, wishes to grow from a facility of approximately 9,200 square feet to one with expanded programs in a building of 30,000 to 35,000 square feet. As described in the MOU, the Library is interested in locating within the Town Center, where it can play a more visible, integrated, commercially-invigorating and central role in the life of the community.

To further reinforce the role of the Town Center as a place of cooperative civic government, Hays County also has the need for satellite office space of approximately 2,500 square feet to serve its constituents in the northern part of the County.

The Town Center is envisioned as a complex of civic and commercial buildings at the western terminus of Mercer Street that can meet the needs of the growing community and contribute to its economic viability. Shared uses within the Town Center should be optimized to the extent feasible to promote governmental efficiency and fiscal stewardship. The Town Center should provide a major focal point and gathering space – a “Town Square” - for special events, festivals and gatherings that can also serve as the symbolic heart of the community. Commercial uses capitalizing on US 290 frontage property should be included to extend the viability and visibility of Mercer Street as a regional destination, to promote an active pedestrian environment around the Town Square, and to offer a potential revenue stream that could help to offset capital and operating costs of the Town Center.

Each of the project components should be located on identified parcels of land that would allow them to proceed at their own pace, and with their own funding sources, but in a cooperative, harmonious and mutually-beneficial way, within a unified Planned Development District arrangement. It is assumed that DSISD, as the major property owner, would enter into agreements with the respective public entities as part of an ultimate implementation program that will be developed following Stakeholder approval of this Preliminary Concept Plan, and as part of a more detailed Development Plan process.

In addition to providing needed civic and commercial space, a key part of the Town Center vision is to improve the vehicular and pedestrian circulation systems of the area, including planning for a new signalized intersection at Creek Rd. and US 290, and providing improved local connectivity and flows between Mercer Street, Parade Way and Creek Road. Maintaining vehicular access to Walnut Springs Elementary School by school buses and by parents dropping off and picking up their children is also a critical component of this circulation plan.

The existing site developments occurred prior to water quality regulations by the City and the Texas Commission on Environmental Quality Edwards Aquifer (TCEQEA) program, thus, water quality treatment measures are not found. Walnut Springs Elementary School has an existing detention pond in the southwest property corner to manage peak runoff rates to levels required by City ordinances. The site drains towards the Dripping Springs Tributary of Onion Creek. The proposed Federal Emergency Management Agency (FEMA) floodplain maps do not show flooding on this site but do identify structures south (downstream) of US Highway 290 in the floodplain. Thus, it will be important for the Town Center project to implement a consolidated water quality and stormwater detention system to safely convey runoff through the site, treat runoff quality, and mitigate peak flow impacts to protect downstream businesses and residents.

THE CONCEPTUAL PLAN

The attached plan provides a preliminary approach to meeting the program needs of the governmental and public entities in a way that maintains the existing historic, small-town scale and character of Dripping Springs. Key components of the Plan include:

- *A Network of Local Streets:* The Plan creates a localized network of tree-lined streets with sidewalks that provide connectivity to the surrounding community. Primary access to the Town Center will occur through a signalized intersection of US 290 and the extension of Creek Road north of US 290. Mercer Street will realign to form a roundabout at its intersection with Creek Road, allowing for the free movement of traffic destined to and from the historic core. The extension of Parade Way to Creek Road further promotes access and circulation through the Town Center.
- *A Town Square:* In the tradition of Texas towns, a town square will provide a western terminus to Mercer Street, shared by each of the community's key public facilities. The square will provide a civic focal point for the community and a place for public gatherings, special events and festivals.
- *The Extension of Mercer Street:* The inclusion of commercial buildings along the southern edge of the square extends the look, feel and commercial activity of the town's historic core along the US 290 frontage, thereby promoting the visibility and destination appeal of the Mercer St. Historic District. Approximately 25,000 square feet of retail, restaurant and upper level office space is envisioned in four to five buildings along the extension of Mercer St and US 290.
- *A New City Hall:* A City Hall building of approximately 12,000 square feet (one to two-stories), occupies the western edge of the square, preserving its existing presence on Mercer St. and promoting easy public access to City services.
- *A County Precinct Office Building:* Adjoining the City Hall (either as a separate one-story building or as an integral wing of the City Hall), Hays County would occupy approximately 2,500 square feet of space on the square.
- *A New Community Library:* The library would occupy a distinctive corner of the square in a two-story building of approximately 34,000 square feet. Outdoor open space in a courtyard could be used by the library for programmed events.
- *DSISD Offices, Community Services and Day Care:* Adjoining the Library building and defining an internal courtyard, DSISD's administrative functions and its day care facility would occupy a two-story building of approximately 49,000 square feet.
- *Shared Board Room/Council Chambers:* At the symbolic heart of the Town Center in direct proximity to the DSISD office building, the Library and City Hall, the Plan proposes a 16,000-foot structure of two to three floors that would house a shared Board Room and Council Chambers with associated meeting, conference and support spaces.
- *Shared Parking:* Parking would be shared throughout the district and among the civic and commercial uses. Each use experiences a unique fluctuation of parking demand throughout the day, and a mixed-use development is ideal for sharing parking. It is estimated that peak demand (weekday afternoons) will generate the need for 450 new parking spaces. These 450 spaces are distributed along streets and driveways and in the parking areas between the Town Center and Walnut Springs Elementary School (WSES). No parking is displaced from WSES, and the bus staging area could operate as over-flow parking for special evening and weekend events.
- *Queuing for Student Pick-Up and Drop-Off:* The school circulation for WSES will maintain existing student pick-up and drop-off locations and bus loading. Through the reconfiguration of driveways, the Plan includes designated WSES student pick-up and drop-off lanes, increasing total on-site storage from the existing 1390 lineal feet to 2020 lineal feet. School buses will access the existing WSES bus staging area from the reconfigured intersection of Creek Road and US 290.

- *WSES Track:* In order to accommodate all desired Stakeholder facility needs and parking requirements within the property constraints of the MOU, the Plan proposes to reconfigure the existing Walnut Springs Elementary School track and playfield, shifting it to the north and west. The total length of the track would be reduced by about 25% from 920 feet to 685 feet, but the Plan provides for an additional 450 feet of trail that would connect the track with the Sportsplex Drive-Parade Way intersection and with the school campus.
- *Drainage and Water Quality:* The Preliminary Town Center plan proposes to increase or maintain the existing Walnut Springs School detention pond volume to manage peak flow rates draining towards the southwest, with the addition of rain gardens, permeable pavement systems, rainwater harvesting, and other low impact development systems throughout the site to manage stormwater runoff in accordance with the City and TCEQEA requirements. A tree lined stormwater detention basin and vegetative buffer is envisioned along the northeastern portion of the site to complete the drainage plan. An underground storm drainage network will be used to connect the stormwater components and discharge treated runoff in a safe and non-erosive manner into the Dripping Springs Tributary to Onion Creek.

CONCLUSIONS

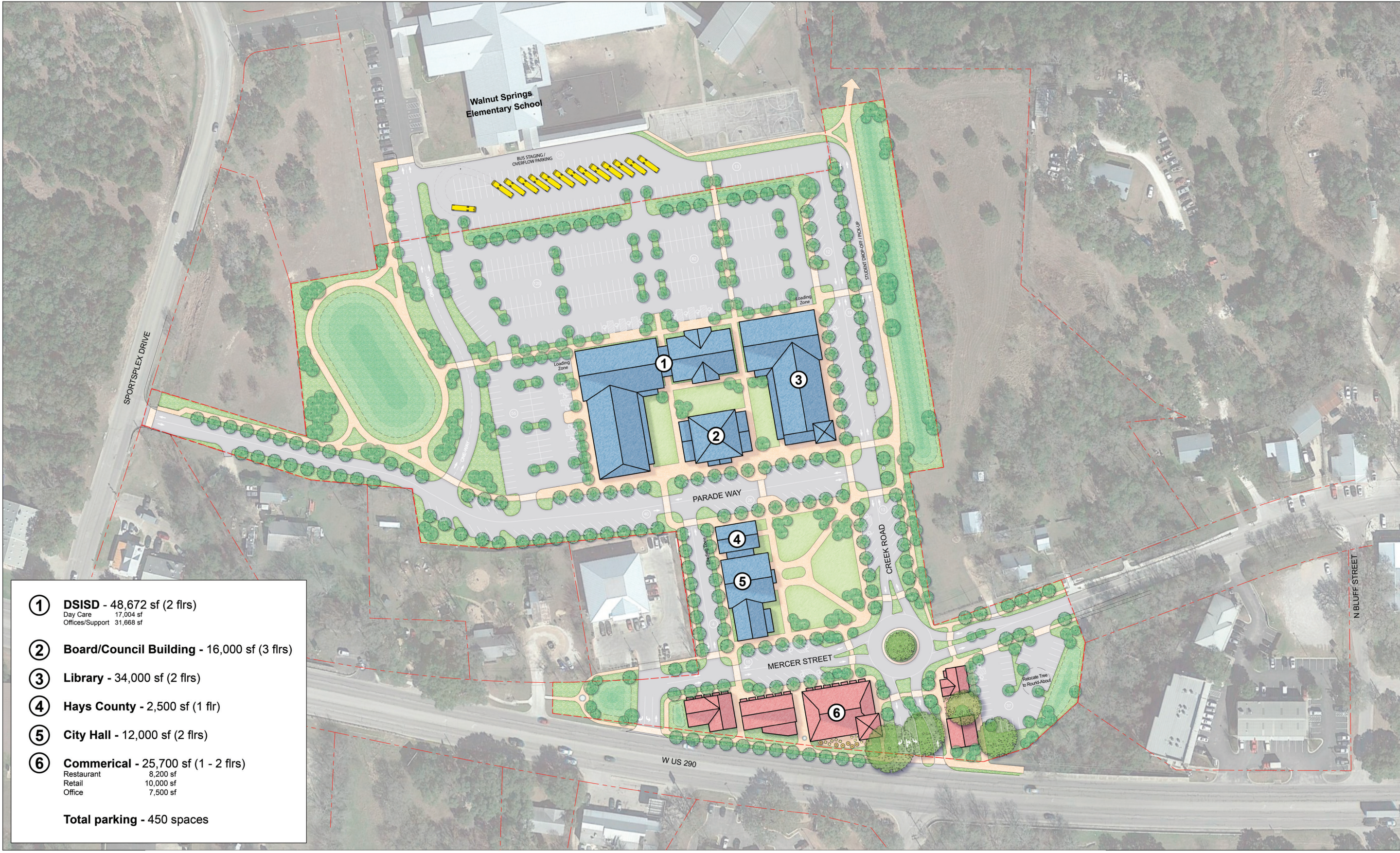
On the basis of this preliminary planning effort, the consultant team has made the following findings:

- The programmatic needs of the City, Library, County and School District can be accommodated within the proposed study area, in a way that will create a strong Town Center that will enhance the image, identity and economic vitality of Dripping Springs and promote it's attractiveness as a regional destination for years to come.
- The Plan will improve local circulation within Dripping Springs, enhancing access to WSES, providing a more connected street network and a safer intersection at US 290 and Creek Road through new signalization.
- The Plan will enhance the visibility and potential economic viability of Mercer Street as the commercial and civic heart of the community, extending it and creating a mixed-use Town Square with new uses, populations and vitality at it's western end.
- The Plan will require relocation and alterations to the existing WSES track in order to accommodate the full program of Stakeholder facilities and the associated parking requirements.
- The Plan build-out option assumes amicable acquisition of an existing 0.25-acre commercial site immediately west of DSISD property on US 290. If this acquisition is not feasible, the Plan could still be achieved with a reduced Town Square.
- A drainage system can be created within the study area to mitigate runoff increases and provide for water quality treatment, within the standards of the City and the TCEQ Edwards Aquifer Program.
- The site will provide a sufficient number of parking spaces to meet the peak weekday demand of the programmed uses on the site. Additional evening and weekend parking (approximately 90 spaces) could be provided on the WSES bus staging area.

NEXT STEPS

Under the terms of the MOU, if the parties each satisfy their obligations, approve the Preliminary Conceptual Plan and come to further “Conditional Agreements” to pursue the Town Center Concept, then additional joint planning, studies, investigations and research will be undertaken, resulting in the creation of a refined “Development Plan,” including:

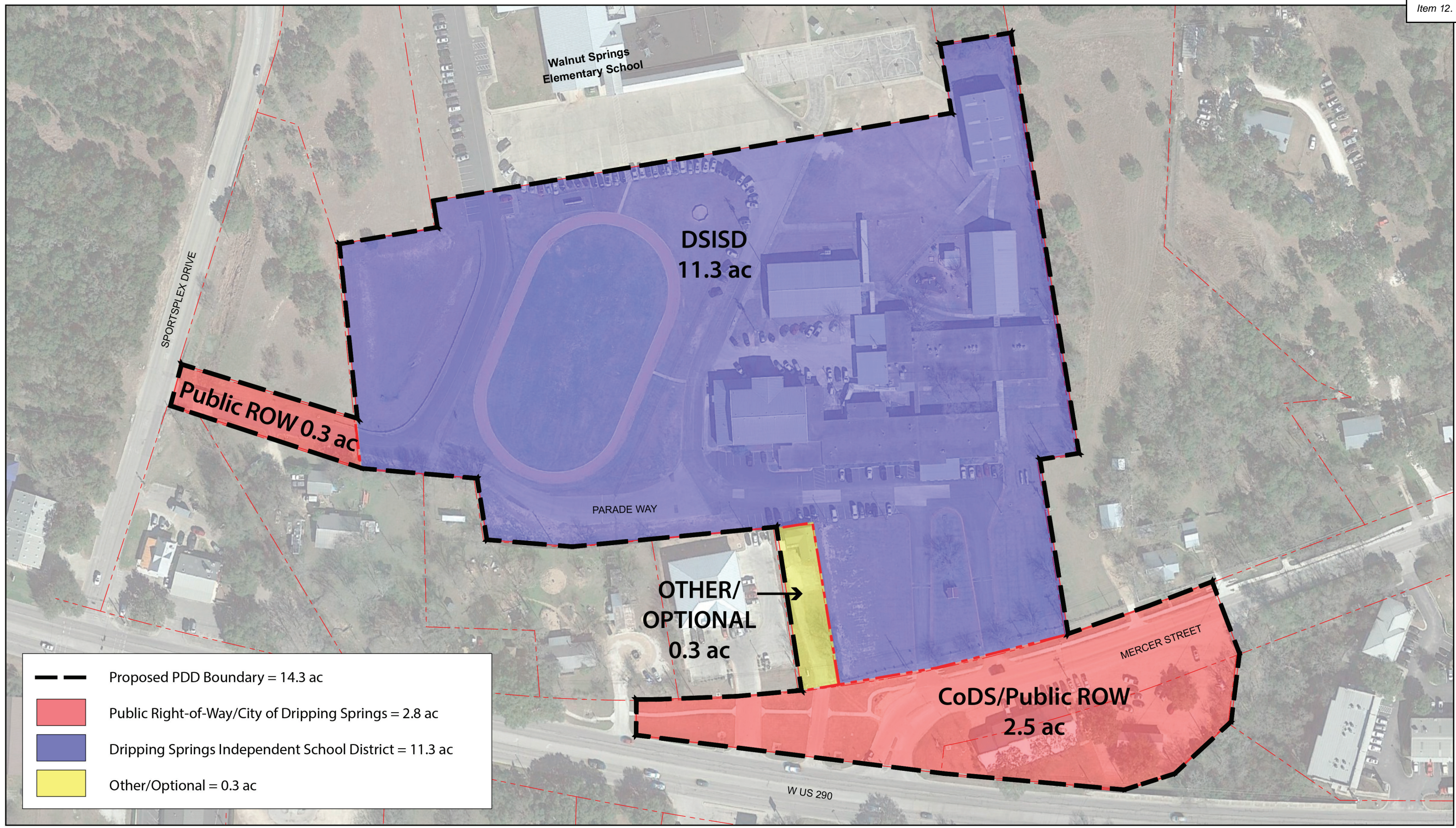
- A real estate market study to finalize the program of commercial uses and their operational criteria by March 31, 2018;
- Discussions with TxDOT to develop the reconfiguration of the US290 intersection and prospective new signalization;
- More detailed drainage studies to refine the design and estimate the cost of detention and water quality measures to meet TCEQ and City regulations;
- More detailed programmatic analysis to optimize shared use opportunities among the governmental and public entities;
- Development of an implementation program that sets forth land disposition strategies, possible participation of a private developer, and roles and responsibilities for implementation of capital improvements.
- Assessment, analysis and preliminary cost estimates of utilities and critical infrastructure needed to enable and implement the plan.
- 3D Model and Renderings




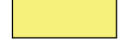


- ① DSISD - 48,672 sf (2 flrs)**
 Day Care 17,004 sf
 Offices/Support 31,668 sf
 - ② Board/Council Building - 16,000 sf (3 flrs)**
 - ③ Library - 34,000 sf (2 flrs)**
 - ④ Hays County - 2,500 sf (1 flr)**
 - ⑤ City Hall - 12,000 sf (2 flrs)**
 - ⑥ Commerical - 25,700 sf (1 - 2 flrs)**
 Restaurant 8,200 sf
 Retail 10,000 sf
 Office 7,500 sf
- Total parking - 450 spaces**

DRAFT
 TOWN CENTER PRELIMINARY CONCEPT
Dripping Springs TIRZ Priority Projects
Prepared by McCann Adams Studio for the City of Dripping Springs
 NOVEMBER 16, 2017

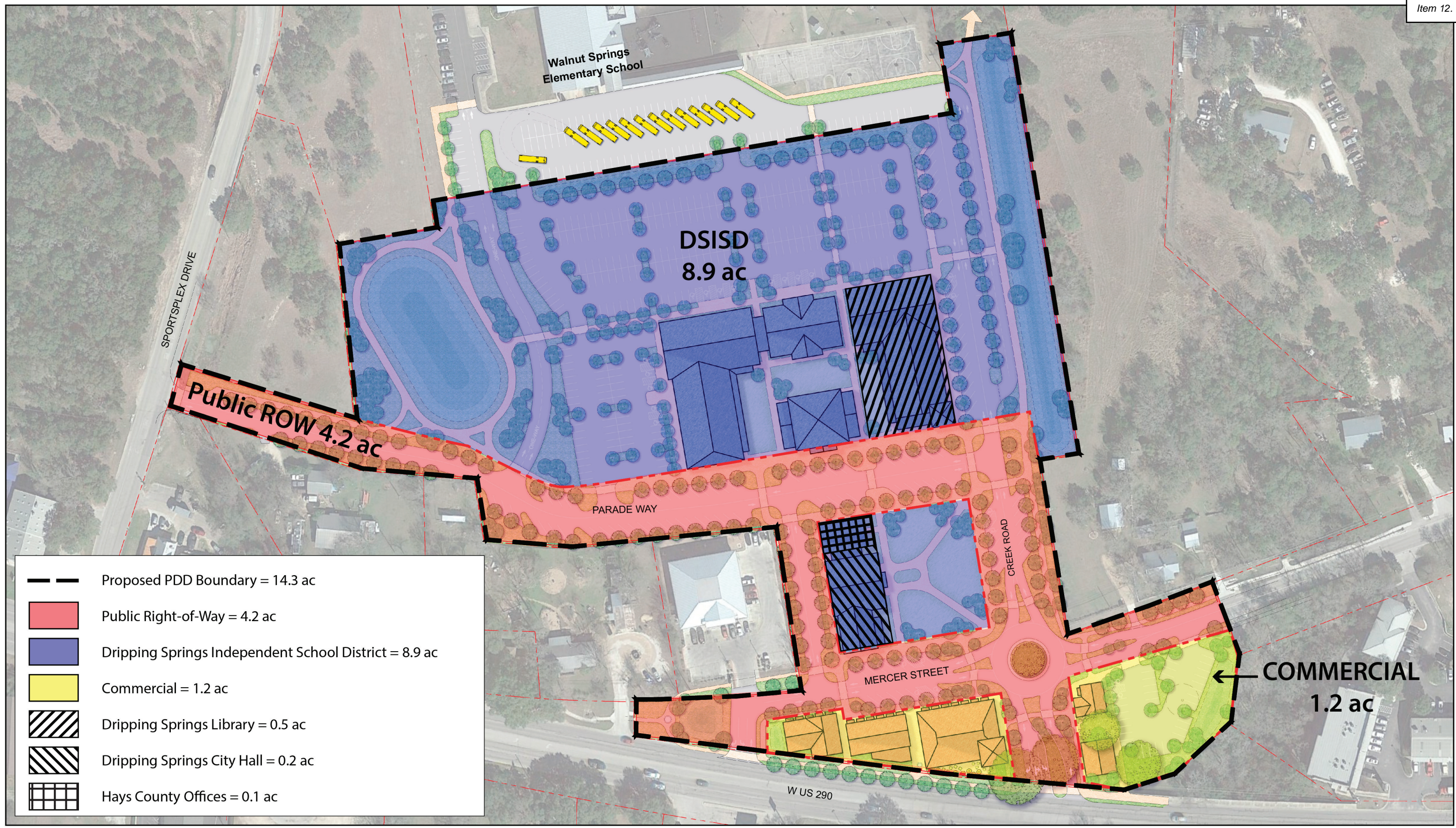




	Proposed PDD Boundary = 14.3 ac
	Public Right-of-Way/City of Dripping Springs = 2.8 ac
	Dripping Springs Independent School District = 11.3 ac
	Other/Optional = 0.3 ac

Town Center Existing Ownership
Dripping Springs TIRZ Priority Projects
 Prepared for the City of Dripping Springs by McCann Adams Studio
 DRAFT November 16, 2017





Town Center Potential Land Disposition
Dripping Springs TIRZ Priority Projects
 Prepared for the City of Dripping Springs by McCann Adams Studio
 DRAFT November 16, 2017



December 4, 2017 - TIRZ No. 1 & No.2 Board Regular Meeting

4:00 p.m. - City Hall Council Chambers

(Individuals may speak for three minutes. Public Hearings may be limited to 30 minutes.)

	Name (Please print your name)	Residential Address (Address and City)	Please indicate the agenda item you will be speaking about:
1	Marianne Simmons	1641 Creek Rd DS	TIRZ
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			