



# CITY COUNCIL & BOARD OF ADJUSTMENT WORKSHOP & REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, September 08, 2020 at 6:00 PM

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## 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](mailto: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.*

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## AGENDA

### MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

***Join Zoom Meeting***

<https://us02web.zoom.us/j/84864758707?pwd=UjMrMTFDSXZYTXZPSURzR05FY1V4Zz09>

***Meeting ID:*** 848 6475 8707

***Passcode:*** 155873

***Dial Toll Free:***

888 475 4499 US Toll-free

877 853 5257 US Toll-free

***Find your local number:*** <https://us02web.zoom.us/j/84864758707>

***Join by Skype for Business:*** <https://us02web.zoom.us/skype/84864758707>

### CALL TO ORDER AND ROLL CALL

***City Council Members:***

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Todd Purcell

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

**Staff, Consultants and Appointed/Elected Officials:**

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Gina Gillis  
City Secretary Andrea Cunningham  
Senior Planner Amanda Padilla  
City Engineer Chad Gilpin  
Parks & Community Services Director Kelly Schmidt  
DSRP Event Center Manager Tina Adams  
Events & Programming Specialists Maggie Martin  
Communications Director Lisa Sullivan  
Public Works Coordinator Aaron Reed  
Planning Consultant Robyn Miga  
Planning & Zoning Commission Chair Mim James

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**WORKSHOP**

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

- 1. Discussion regarding the City of Dripping Springs 2020 Proposed Ad Valorem Tax Rate and Levy.**

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**CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING**

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**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**

- 2. Approval of a Proclamation declaring the week of September 18 - 24, 2020 as "Constitution Week" in the City of Dripping Springs. Sponsor: Council Member King**
- 3. Approval of a Proclamation declaring August - October 2020 and March - May 2021, as "Lights Out Migratory Months" in the City of Dripping Springs, Texas. Sponsor: Mayor Pro Tem Manassian**

- 4. Approval of a Proclamation declaring the Month of October 2020 as "Hill Country Night Sky Month" in the City of Dripping Springs. Sponsor: Mayor Foulds, Jr.**

## 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.*

- 5. Approval of the August 11, 2020 City Council & Board of Adjustment Workshop & Regular Meeting Minutes and the August 18, 2020 City Council Regular Meeting Minutes.**
- 6. Approval of the August 2020 City Treasurer Report.**
- 7. Approval of the DSRP Guest Services Coordinator Job Description. Sponsor: Council Member Purcell**
- 8. Approval of a Tractor Sponsorship & Purchase Agreement between the City of Dripping Springs and ACM Tractors and Kioti related to activities and events at the Dripping Springs Ranch Park Event Center. Sponsor: Council Member Purcell**
- 9. Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Dripping Springs Helping Hands regarding the 24th Annual Empty Bowls Project to take place November 8, 2021 at the Dripping Springs Ranch Park Event Center. Sponsor: Council Member Purcell**
- 10. Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Texas Market Guide for the Hill Country Harvest Market to be held at the Dripping Springs Ranch Park Event Center October 10 & 11, 2020. Sponsor: Council Member Purcell**
- 11. Approval of a Contract Instructor Agreement between the City of Dripping Springs and Earth Native Wilderness regarding the use of City Parks for class instruction. Sponsor: Council Member Purcell**
- 12. Approval of a Resolution Authorizing City Staff to Negotiate an Advance Funding Agreement (AFA) with TxDOT for the Middle School Transportation Alternative Set Aside (TASA) Grant Project. Sponsor: Council Member Crow**
- 13. Approval of an Amendment to the Professional Services Agreement between the City of Dripping Springs and Keenan Smith (City Lights Design Alliance) for TIRZ Project Manager Services. Sponsor: Mayor Pro Tem Manassian**

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## BOARD OF ADJUSTMENT

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## CALL TO ORDER AND ROLL CALL

**Board of Adjustment Members**

Bill Foulds, Jr., Chair  
Taline Manassian  
Wade King  
Todd Purcell  
April Harris-Allison  
Travis Crow  
Charlie Busbey (Alternate Member)  
Joe Volpe (Alternate Member)

**BOARD OF ADJUSTMENT**

- 14. Public hearing and consideration regarding VAR2020-0013: Variance Application to consider a variance to encroach within the setback defined in Chapter 30, Exhibit B, Planned Development District 10, 2.4.5 (b) and the Public Utility Easement for two (2) corner lots within the Planned Development District No. 10 (PDD 10) at the properties located at 133 Dome Peak Terrace and 159 Delaware Mountains Terrace (Lot 9, Block 9 and Lot 9, Block 10 of Big Sky Ranch, Phase 1). Applicant: Christopher A. Reid, PE**

**Applicant has requested postponement. Planning and Zoning Commission postponed this item to its next regular meeting.**

- a) Presentation
- b) Staff Report
- c) Planning & Zoning Commission Report
- d) Public Hearing
- e) Variance

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**CITY COUNCIL**

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**BUDGET**

- 15. Public hearing and consideration of approval of an Ordinance approving the 2020 Ad Valorem Tax and Levy of 0.19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.**

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

- 16. Discuss and consider approval of a Resolution ratifying the Municipal Budget for Fiscal Year 2020-2021; funding municipal purposes; authorizing expenditures; filing of budget; repealer; severability; effective date; and proper notice.**

**BUSINESS AGENDA**

- 17. Public hearing and consideration of approval of an Ordinance regarding CUP2020-0008: An application for a Conditional Use Permit to allow the use Mobile Food Vendor**

**- longer than 10 days located at 1111 W US Highway 290, Dripping Springs, TX 78620, which is zoned Commercial Services. Applicant: Jon Thompson**

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

**18. Public hearing and consideration of approval of an Annexation Agreement and Ordinance of the City of Dripping Springs, Texas to Voluntarily Annex by Request of the Property Owner approximately 11.1044 Acres of Land Located in the E.B. Hargraves Survey No. 4, Abstract Number 240, In Hays County, Texas.**

- a) Presentation
- b) Staff Report
- c) Public Hearing
- d) Annexation Agreement
- e) Annexation Ordinance

**19. Public hearing and consideration of approval of an Ordinance regarding ZA2020-0005: an application for a Zoning Amendment to consider a proposed zoning map amendment from Agriculture (AG) to General Retail (GR) for an approximately 11.1044 acre tract of land situated in the E B HARGRAVES SURVEY. This property is generally located Southwest of the intersection of Hwy 290 and Sawyer Ranch Road (R95789). Applicant: Jon Thompson**

- a) Presentation
- b) Staff Report
- c) Planning & Zoning Commission Report
- d) Public Hearing
- e) Zoning Amendment

**20. Public hearing and consideration of approval of an Ordinance regarding ZA2020-0006: an application for a Zoning Amendment to consider a proposed zoning map amendment for three (3) tracts generally located northwest of the intersection of Bluff Street and Hays Street, within the Hays Street Historic District. Tracts 1 and 2 are requesting to rezone from Single Family-4 (SF-4) to Single Family-5 (SF-5). Tract 3 is requesting to rezone from SF-4 to General Retail (GR). Applicant: Jon Thompson**

- a) Presentation
- b) Staff Report
- c) Planning & Zoning Commission Report
- d) Public Hearing
- e) Zoning Amendment

**21. Discuss and consider approval of a Refund Request of Membership Fee for an individual at the Dripping Springs Ranch Park. Requester: Paul Wolters**

- 22.** Discuss and consider approval of a Donation Agreement between the City of Dripping Springs and the Dripping Springs Lions Club for the Refurbishment of the Dripping Springs Monument. *Sponsor: Mayor Pro Tem Manassian.*
- 23.** Discuss and consider approval of a License Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for Holiday Decorations. *Sponsor: Mayor Pro Tem Manassian*
- 24.** Discuss and consider approval of a Facilities Use Agreement between the City of Dripping Springs and Dripping Springs Lions Club regarding Co-sponsorship of Christmas on Mercer. *Sponsor: Mayor Pro Tem Manassian*
- 25.** Discuss and consider approval of an Ordinance Amending the Fiscal Year 2021 Budget related to Dripping Springs Ranch Park Revenues and Expenditures.
- 26.** Discuss and consider approval of an Ordinance Amending Appendix A: Article A1.000 (General Provisions) of the Dripping Springs Code of Ordinances, Amending the Dripping Springs Fee Schedule Section 3: Site Development; Section 4: Subdivisions; and Section 17: Dripping Springs Ranch Park.
- 27.** Discuss and consider approval of an Amendment to the Hotel Occupancy Tax Grant Program Funding Agreement between the City of Dripping Springs and the Hill Country Alliance. *Sponsor: Mayor Pro Tem Manassian.*
- 28.** Discuss and consider approval of a Change Order No. 4 to the Professional Services Agreement between the City of Dripping Springs and SAM, LLC regarding the South Regional Water Reclamation Expansion Project. *Sponsor: Mayor Foulds*
- 29.** Discuss and consider the Election of one (1) member to the Texas Municipal League Health Benefits Pool Board of Trustees.
- 30.** Discuss and consider the Election of four (4) members to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees for Places 1 - 4.
  - a) Place 1
  - b) Place 2
  - c) Place 3
  - d) Place 4
- 31.** Discuss and consider the Appointment of one (1) individual as the City of Dripping Springs Representative to the Capital Area Council of Governments General Assembly.

## REPORTS

*Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request.*

- 32.** **Parks & Community Services Report**  
*Kelly Schmidt, Parks & Community Services Director*

**33. Economic Development Committee Report**

*Kim Fernea, Chair*

**34. Maintenance & Facilities Monthly Report**

*Craig Rice, Maintenance Director*

**EXECUTIVE SESSION AGENDA**

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

- 35. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders including upcoming city events.** *Consultation with City Attorney, 551.071*
- 36. Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 37. Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to the South Regional Water Reclamation Expansion Project Easement Acquisition.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

**UPCOMING MEETINGS**

**City Council & BOA Meetings**

September 15, 2020 at 6:00 p.m.

October 13, 2020 at 6:00 p.m. (Workshop 6:00 / Regular Meeting 6:30)

October 20, 2020 at 6:00 p.m.

**Board, Commission & Committee Meetings**

September 9, 2020 Utility Commission at 4:00 p.m.

September 14, 2020 TIRZ No. 1 & No. 2 Board at 4:00 p.m.

September 14, 2020 Founders Day Commission at 6:30 p.m.

September 17, 2020 Farmers Market Association Board at 10:00 a.m.

September 17, 2020 Emergency Management Commission at 12:00 p.m.

September 22, 2020 Planning & Zoning Commission at 6:30 p.m.

September 23, 2020 Economic Development Committee at 4:00 p.m.

September 28, 2020 Transportation Committee at 3:30 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 Texas Governor Order, Hays County Order, City of Dripping Springs Disaster Declaration, and Center for Disease Control guidelines related to COVID-19, a quorum of this body could not be gathered in one place, and this meeting will be 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](http://www.cityofdrippingsprings.com), on September 4, 2020 at 2:30 p.m.*





**PROCLAMATION  
OF THE CITY OF DRIPPING SPRINGS  
PROCLAIMING SEPTEMBER 18 – 24, 2020 AS**

**“Constitution Week”**

**WHEREAS,** The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

**WHEREAS,** September 18, 2020, marks the two hundred thirty second anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS,** it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS,** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 18 through 24 as Constitution Week.

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

1. That September 18 – September 24, 2020 shall hereafter be known as “Constitution Week” in Drippings Springs, Hays County, Texas.
2. The City of Dripping Springs City Council calls upon all our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties

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Bill Foulds, Jr., Mayor



**PROCLAMATION  
OF THE CITY OF DRIPPING SPRINGS  
PROCLAIMING AUGUST – OCTOBER 2020 AND  
MARCH – MAY 2021 AS**

**“Lights Out Migratory Months”**

- WHEREAS,** the Audubon National Lights Out Program was established in 1999 in Chicago, Illinois was organized to protect birds from light pollution; and
- WHEREAS,** the Lights Out Program encourages businesses and community members to turn off exterior lights within a designated timeframe during migratory months to reduce light pollution providing safe, natural migration routes for birds; and
- WHEREAS,** Audubon is a nonprofit organization partnering with cities nationwide to protect their unique bird species fostering a healthier environment and shared quality of life for all; and
- WHEREAS,** 1 of every 3 birds migrating through the U.S. in spring passes through Texas, meaning approximately one billion birds travel through the state annually; and
- WHEREAS,** studies show birds support local economies in places such as the Rio Grande Valley where Nature Tourism, which is dominated by birding, contributes \$300 million to the local economy and supports 4,407 full time and part time jobs annually; and
- WHEREAS,** the Lights Out program will support other city initiatives such as the International Dark Sky Community designation, Jr. Birding Club and Bird City designation that will help us quality for grants to support Nature Tourism in Dripping Springs benefiting our local economy; and
- WHEREAS,** the Dripping Springs Lights Out program will offer a pledge to be signed by community members, business owners, and government officials to participate by turning off their lights during the migration periods bi-annually; and
- WHEREAS,** the lights Out Program, once proclaimed, will be listed as an official partner program on the Audubon website alongside other cities offering the program.

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

1. August through October and March through May shall hereafter be known as “Lights Out Migratory Months” in Dripping Springs, Hays County, Texas.
2. Community members, business owners, and government officials are encouraged to sign the pledge stating you will extinguish exterior lights during the specified time frame during Lights Out migratory months.
3. The City Secretary is hereby instructed to post this Proclamation at City Hall for public display and enter this document into the permanent records of the municipality.

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



**PROCLAMATION  
OF THE CITY OF DRIPPING SPRINGS  
PROCLAIMING OCTOBER 2020 AS**

**“Hill Country Night Sky Month”**

- WHEREAS,** the aesthetic beauty and wonder of star-filled skies are the heritage of all humankind and locally to the inhabitants of Dripping Springs and are therefore worthy of celebration; and
- WHEREAS,** the experience of standing beneath a star-filled night sky inspires feelings of wonder and awe, and may encourage interest in science and nature especially among young people; and
- WHEREAS,** the opportunity to view star-filled skies attracts tourists to our region and therefore economic benefit to Dripping Springs; and
- WHEREAS,** preserving the rich historic heritage and starry night skies of Dripping Springs is important to its citizens; and
- WHEREAS,** “light pollution,” which is wasted light that performs no function or task and artificial light that goes where it is not supposed to go, is created by glare, light trespass, sky glow, and overlighting; and
- WHEREAS,** light pollution wastes natural resources amounting to at least \$2 billion per year and contributes to diminished American energy independence; and
- WHEREAS,** the historical view of the night skies has been eroding in many nearby areas and generations are growing up with limited, if any, view of the wonders of the universe; and
- WHEREAS,** the influx of people into the Texas Hill Country region and the accompanying light pollution from area lighting fixtures has been steadily on the rise; and
- WHEREAS,** solving the problem of light pollution involves making better use of outdoor lighting to direct light down to where it is needed instead of upward into the sky, putting outdoor lights on timers and using outdoor lighting only where necessary; and
- WHEREAS,** Hill Country communities are increasingly dedicated to the preservation of the region’s night skies, as evidenced by the frequent educational activities conducted in our region and by the increasing number of places in our region recognized as International Dark-Sky Places by the International Dark-Sky Association, including: Enchanted Rock State Natural Area, South Llano State Park, the City of Dripping Springs, the Wimberley Valley, the City of Fredericksburg, the City of Horseshoe Bay, U Bar U Camp & Retreat Center, River Hills Neighborhood of Travis County, and Lost Creek Neighborhood of Travis County; and
- WHEREAS,** this regional effort and the preservation and celebration of our night skies is worthy of a month-long celebration.

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

1. October 2020 shall hereafter be known as “Hill Country Night Sky Month” in Dripping Springs, Hays County, Texas.
2. That the City Council encourages citizens to enjoy the night sky and to participate in the Dripping Spring and the Hill County region’s events and programs celebrating the night sky and promoting the ways in which communities are working to preserve it.
3. That the City Council encourages citizens to learn about light pollution and why it matters, night sky friendly lighting, and lighting regulations, and to implement practices and lighting improvements that will reduce light pollution, thereby preserving our night skies.
4. The City Secretary is hereby instructed to post this Proclamation at City Hall for Public Display and enter this document into the permanent records of the municipality.

Bill Foulds, Jr., Mayor



# CITY COUNCIL & BOARD OF ADJUSTMENT WORKSHOP & REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St - Dripping Springs, TX

Tuesday, August 11, 2020 at 6:00 PM

## MINUTES

### MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/89355013054?pwd=cnpKOFICQ3IweTNKTEFxEQzhqS2xCZz09>

**Meeting ID:** 893 5501 3054

**Passcode:** 750828

**Dial Toll Free:**

877 853 5257 US Toll-free

888 475 4499 US Toll-free

**Find your local number:** <https://us02web.zoom.us/u/kRmWVveoux>

**Join by Skype for Business:** <https://us02web.zoom.us/skype/89355013054>

### CALL TO ORDER AND ROLL CALL

City Council Members present were:

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Todd Purcell

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed Officials present were:

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Treasurer Gina Gillis

City Secretary Andrea Cunningham

Parks & Community Services Director Kelly Schmidt

Senior Planner Amanda Padilla

City Engineer Chad Gilpin

Communications Director Lisa Sullivan

Emergency Management Coordinator Roman Baligad

Planning Consultant Robyn Miga

Planning & Zoning Commission Chair Mim James  
TIRZ Project Manager Keenan Smith

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

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### **WORKSHOP**

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

**1. Discussion regarding the Fiscal Year 2020-2021 Municipal Budget and 2020 Ad Valorem Tax Rate.**

Gina Gillis presented the staff report which is on file.

Via unanimous consent the City Council heard the Presentation on Hays County Parks & Open Space Commission's Recommended Projects submitted by the City of Dripping Springs, the Dripping Springs Skate Park Inc., and TIRZ Board No. 1 & 2.

Kelly Schmidt, Michelle Fischer and Keenan Smith presented the staff report which is on file.

A motion was made by Mayor Pro Tem Manassian to recess the meeting to 6:30 p.m. Council Member Crow seconded the motion which carried unanimously 5 to 0.

The City Council recessed 6:25 - 6:30 p.m.

Mayor Foulds returned the meeting to Open Session at 6:30 p.m.

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### **CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING**

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#### **PLEDGE OF ALLEGIANCE**

Mayor Foulds led the Pledge of Allegiance to the Flag.

#### **PROCLAMATIONS & PRESENTATIONS**

*No action to be taken on proclamations and presentations. The City Council may choose to discuss and take public comment on these items as necessary.*

**2. Presentation on Hays County Parks & Open Space Commission's Recommended Projects submitted by the City of Dripping Springs, the Dripping Springs Skate Park Inc., and TIRZ Board No. 1 & 2.**

This item was presented during the Workshop, and the staff report is on file and available for review upon request.

#### **PRESENTATION OF CITIZENS**

*A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public*

hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

### **CONSENT AGENDA**

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

3. **Approval of the July 14, 2020 City Council & Board of Adjustment Workshop & Regular Meeting Minutes and the July 21, 2020 City Council Regular Meeting Minutes.**
4. **Approval of the July 2020 City Treasurer's Report.**
5. **Approval a Resolution of the City Council of the City of Dripping Springs, Texas approving a DSRP Sponsorship Policy to Allow the Dripping Springs Ranch Park Board to recommend, and the City Council to approve, Certain Requests for Reduced Fees for Dripping Springs Ranch Park Use.**  
**Filed as Resolution No. 2020-R33**
6. **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Western Springs Apartments Wastewater Improvements.**  
**Filed as Resolution No. 2020-R34**
7. **Approval of Revised Job Description for the Dripping Springs Ranch Park Event Center Coordinator.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 3 – 7. Council Member King seconded the motion which carried unanimously 5 to 0.

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### **BOARD OF ADJUSTMENT**

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### **CALL TO ORDER AND ROLL CALL**

Board Members present were.:

Chair Bill Foulds, Jr.  
Board Member Taline Manassian  
Board Member Wade King  
Board Member Todd Purcell  
Board Member April Harris-Allison

Board Member Travis Crow  
 Alternate Board Member Joe Volpe

## BOARD OF ADJUSTMENT AGENDA

8. **Public hearing and consideration of *postponement* regarding VAR2020-0013: Special Exception Application to consider a special exception request to reduce the side setback to five (5) feet for two (2) corner lots within the Planned Development District No. 10 (PDD 10) at the properties located at 133 Dome Peak Terrace and 159 Delaware Mountains Terrace (Lot 9, Block 9 and Lot 9, Block 10 of Big Sky Ranch, Phase 1). Applicant: Christopher A. Reid, PE**

*a) Presentation*

Rex Baker, Applicant Attorney, presented the item and was available for questions.

*b) Staff Report*

Amanda Padilla presented the staff report which is on file. Staff recommends postponement of the item.

*c) Planning & Zoning Commission Report*

Chair James: Commission recommended postponement to the August 25<sup>th</sup> Planning & Zoning Commission and requested that the applicant provide alternatives to the variance.

*d) Public Hearing*

No one spoke during the Public Hearing.

*e) Special Exception*

A motion was made by Board Member Manassian to postpone VAR2020-0013: Special Exception Application to consider a special exception request to reduce the side setback to five (5) feet for two (2) corner lots within the Planned Development District No. 10 (PDD 10) at the properties located at 133 Dome Peak Terrace and 159 Delaware Mountains Terrace (Lot 9, Block 9 and Lot 9, Block 10 of Big Sky Ranch, Phase 1) to the September 8, 2020 Board of Adjustment regular meeting. Board Member Harris-Allison seconded the motion which carried unanimously 6 to 0.

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## CITY COUNCIL

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## BUSINESS AGENDA

9. **Public hearing and consideration of approval of an Ordinance regarding CUP2020-0007: Application for a Conditional Use Permit to allow the Use Mini-Warehouse – Self Storage located at 2300 W US Hwy 290, Dripping Springs TX 78620, which is Zoned Commercial Services. Applicant: Glenda Jacoby**

*a) Presentation*

Applicant Glenda Jacoby was available for questions and stated that she has submitted all documentation related to the Planning & Zoning Commission recommendation.

*b) Staff Report*

Robyn Miga presented the staff report which is on file. Staff recommends approval of the conditional use permit with the following conditions:

1. All signage on the site that does not comply with the city's ordinances today be removed and replaced with signs that meet code requirements today;
2. The site be required to comply with the city's lighting ordinance; - Landscaping be required to be planted along the frontage of U.S. 290, including improving the appearance of the drainage pond that's located adjacent to U.S. 290;
3. U-Hauls are not stored where they can be seen from U.S. 290;
4. The area shown for RV Storage shall comply with Section 5.13, Open Storage, of the city's code of ordinances, as well as comply with zoning regulations for the Commercial Services District, which does not allow for more than 5% of the property to be utilized as open storage; and
5. The property will be required to work with the city's architect regarding exterior design requirements for the proposed structures in order to be compliant with Article 24.03 of the city's code.

*c) Planning & Zoning Commission Report*

Chair James: Commission recommended approval with staff recommendations 6 to 0 to 1, with Commissioner Strong abstaining. Conditions include amending Staff Condition No. 3 to read "No more than two (2) U-Hauls are not stored where they can be seen from U.S. 290", and that City Engineer address drainage concerns and parking during Site Development Plan Review.

*d) Public Hearing*

No one spoke during the Public Hearing.

*e) Ordinance for Conditional Use Permit*

A motion was made by Mayor Pro Tem Manassian to approve CUP2020-0007: Application for a Conditional Use Permit to allow the Use Mini-Warehouse – Self Storage located at 2300 W US Hwy 290, Dripping Springs TX 78620 with direction to the City Engineer to address drainage and parking during site plan review and with the following conditions:

1. All signage on the site that does not comply with the city's ordinances today be removed and replaced with signs that meet code requirements today;
2. The site be required to comply with the city's lighting ordinance; - Landscaping be required to be planted along the frontage of U.S. 290, including improving the appearance of the drainage pond that's located adjacent to U.S. 290;
3. No more than two U-Hauls to be stored where they can be seen from U.S. 290;



4. The area shown for RV Storage shall comply with Section 5.13, Open Storage, of the city's code of ordinances, as well as comply with zoning regulations for the Commercial Services District, which does not allow for more than 5% of the property to be utilized as open storage; and
5. The property will be required to work with the city's architect regarding exterior design requirements for the proposed structures in order to be compliant with Article 24.03 of the city's code.

Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2020-41**

10. **Discuss and consider the Appointment of one individual to the Utility Commission as a representative of the Hays Trinity Groundwater Conservation District and for a term ending June 30, 2022.**

Mayor Foulds presented the item and the staff report is on file.

A motion was made by Mayor Pro Tem Manassian to appoint Jeff Foremen to the Utility Commission as the Hays Trinity Groundwater Conservation District Representative for a term ending June 30, 2022. Council Member King seconded the motion which carried unanimously 5 to 0.

## BUDGET

11. **Public hearing and consideration of approval of an Ordinance enacting the Municipal Budget for Fiscal Year 2020-2021; funding municipal purposes; authorizing expenditures; providing for the following: findings of fact: enactment; filing of budget; repealer; severability; effective date; and proper notice and meeting.**

*a) Staff Report*

Gina Gillis presented the staff report which is on file and available for review upon request.

*b) Public Hearing*

Victoria Chips spoke during the Public Hearing and expressed opposition to Parks expenditures and asked about Transportation Infrastructure projects.

*c) Budget Ordinance*

A motion was made by Council Member Purcell to approve an Ordinance enacting the Municipal Budget for Fiscal Year 2020-2021; funding municipal purposes; authorizing expenditures; providing for the following: findings of fact: enactment; filing of budget; repealer; severability; effective date; and proper notice and meeting. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2020-42**

12. **Public Hearing on an Ordinance approving the 2020 Ad Valorem Tax Rate and Levy of .2026 per one hundred dollars (\$100.00) of assessed valuation of all taxable property**

**within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.**

*a) Staff Report*

Gina Gillis presented the staff report. Staff recommends that the City maintain the tax rate of .19 per \$100.00 of valuation, and to postpone action to August 18, 2020.

*b) Public Hearing*

Mayor Foulds opened the Public Hearing for a proposed rate of .19 per \$100 of assessed valuation. No one spoke during the Public Hearing.

*c) Tax Rate Ordinance*

A motion was made by Council Member Harris-Allison to postpone consideration of an Ordinance approving the 2020 Ad Valorem Tax Rate and Levy of .2026 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date to the August 18, 2020 Regular City Council Meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

**13. Discuss and consider approval of a Resolution ratifying the Municipal Budget for Fiscal Year 2020-2021; funding municipal purposes; authorizing expenditures; filing of budget; repealer; severability; effective date; and proper notice.**

A motion was made by Council Member Harris-Allison to postpone consideration of a Resolution ratifying the Municipal Budget for Fiscal Year 2020-2021; funding municipal purposes; authorizing expenditures; filing of budget; repealer; severability; effective date; and proper notice to the August 18, 2020 Regular City Council Meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

## REPORTS

*Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request.*

**14. Transportation Committee Monthly Report**

*Jim Martin, Interim Chair*

**15. Economic Development Committee Report**

*Kim Fernea, Committee Chair*

**16. Maintenance & Facilities Monthly Report**

*Craig Rice, Maintenance Director*

**17. Parks & Community Services Monthly Report**

*Kelly Schmidt, Parks & Community Services Director*

## EXECUTIVE SESSION AGENDA

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

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Codes Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property, and regarding Executive Session Agenda Items 19 and 21. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

18. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
19. **Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
20. **Deliberate employment, evaluation, duties, and compensation for the following: City Administrator; Deputy City Administrator; City Attorney; Executive Assistant; City Secretary & Municipal Court Clerk; Records Management Clerk; Finance Director; Accounting Clerk; Accounts Receivable Clerk; Communications Director; Receptionist; Information Technology Coordinator; IT Intern; Senior Planner; Planning Assistant Brandon Elliott; Planning Assistant Alicia Lundy-Morse; GIS Analyst; Planning & Development Intern; Emergency Management Coordinator; Public Works Coordinator; Code Enforcement Inspector; Building Official & Utility Coordinator; Building Permit Technician; Residential Plans Examiner & Inspector; Maintenance Director; Maintenance Workers Jim Bass, Sesario Garza, Timothy Tyree, and Bill Stevens; Maintenance & Service Worker; Parks & Community Services Director; Events & Programs Specialist; Program Event Coordinator; Farmers Market Manager; Founders Pool Manager; DSRP Event Center Manager; DSRP Event Center Coordinator; DSRP Customer Service Specialist; DSRP Lead Ranch Hand; DSRP Ranch Hands Sheri Kapanka, Sean Untersee, and Joseph Schorp; DSRP Event Center Technician.** *Personnel Matters, 551.074*
21. **Consultation with City Attorney regarding legal issues related to VAR2020-0013 for the Big Sky Subdivision.** *Consultation with City Attorney, 551.071*

The City Council met in Executive Session from 7:30 p.m. to 7:49 p.m. No vote or action was taken during Executive Session.

Mayor Foulds returned the meeting to Open Session at 7:49 p.m.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

August 18, 2020 at 6:00 p.m.

September 8, 2020 at 6:00 p.m. (Workshop 6:00 / Regular Meeting 6:30)

September 15, 2020 at 6:00 p.m.

### Board, Commission & Committee Meetings

August 12, 2020 Utility Commission at 4:00 p.m.

August 18, 2020 Emergency Management Commission at 12:00 p.m.

## ADJOURN

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

This regular meeting adjourned at 7:50 p.m.

**APPROVED ON:** September 8, 2020

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Bill Foulds, J., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



**CITY COUNCIL REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, August 18, 2020 at 6:00 PM**

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## MINUTES

### MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

***Join Zoom Meeting***

<https://us02web.zoom.us/j/81403459180?pwd=azVJeDI0a3U0QzR4RFhWNWFJUU054Zz09>

***Meeting ID:*** 814 0345 9180

***Passcode:*** 874516

***Dial Toll Free***

877 853 5257 US Toll-free

888 475 4499 US Toll-free

***Find your local number:*** <https://us02web.zoom.us/u/kcckMTUA4g>

***Join by Skype for Business:*** <https://us02web.zoom.us/skype/81403459180>

### CALL TO ORDER AND ROLL CALL

*City Council Members*

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Todd Purcell

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

*City Staff, Consultants and Appointed Officials*

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Treasurer Gina Gillis

Parks & Community Services Director Kelly Schmidt

Emergency Management Coordinator Roman Baligad

IT Coordinator Misty Dean

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

### PLEDGE OF ALLEGIANCE

Mayor Foulds led the Pledge of Allegiance.

## PRESENTATION OF CITIZENS

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

No one spoke during Presentation of Citizens.

## PROCLAMATIONS

*No action to be taken on Proclamations.*

- 1. Proclamation proclaiming the month of September 2020 as "National Preparedness Month" in the City of Dripping Springs, Texas.**

*Sponsor: Mayor Foulds, Jr.*

Mayor Pro Tem Manassian read the proclamation.

A motion was made by Council Member King to approve a proclamation proclaiming the month of September 2020 as "National Preparedness Month" in the City of Dripping Springs. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

## CONSENT AGENDA

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

- 2. Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Big Sky Subdivision Phase 1 Streets, Drainage, and Wastewater Improvements.**

*Sponsor: Council Member Crow*

**Filed as Resolution No. 2020-R35**

- 3. Approval of a Resolution Approving and Accepting a Construction Bond for Arrowhead Ranch Subdivision Phase 4 Streets, Drainage, and Wastewater Improvements.**

*Sponsor: Council Member Crow*

**Filed as Resolution No. 2020-R36**

4. **Approval of the reappointment of members to the Founders Day Commission for terms ending June 30, 2022: Brenda Medcalf, At-Large; Michael Monaghan, St. Martin de Porres Catholic Church representative; Jeff Shindler and Brian Varnell, Dripping Springs Cook-Off Club representatives; Sharon Goss and Brad Thomas, Dripping Springs Lions Club representatives; and the reappointment of Brenda Medcalf as the Commission Chair for a term of one year.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 2 – 4. Council Member King seconded the motion which carried unanimously 5 to 0.

**BUDGET**

5. **Discuss and consider approval of an Ordinance approving the 2020 Ad Valorem Tax Rate and Levy of .19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.**

*a) Staff Report*

Laura Mueller presented the staff report which is on file. Staff recommends postponement to the September 8, 2020 meeting to allow for an additional public hearing notice for the proposed rate of .19 per \$100 of assessed valuation and for the opportunity for personal appearance during the public hearing.

*b) Public Hearing*

No one spoke during the Public Hearing.

*c) Ordinance*

A motion was made by Mayor Pro Tem Manassian to postpone consideration of an Ordinance Setting and Approving the Municipal Tax Rate for this Year to the Regular City Council Meeting on September 8, 2020, and to propose a .19 tax rate to go with our adopted budget, and direct staff to notice for an additional tax rate hearing on September 8, 2020 at which the public can attend virtually or at city hall. Council Member Crow seconded the motion which carried unanimously via roll call vote 5 to 0.

**BUSINESS AGENDA**

6. **Discuss and consider approval of a Donation Agreement regarding a Donation to the Emergency Services Districts of resources needed for the current public health emergency with use of CARES Act Relief Funds.**

*Sponsor: Mayor Foulds, Jr.*

Roman Baligad presented the staff report which is on file. Staff recommends approval of the donation agreement.

North Hays County Fire/Rescue Fire Chief Scott Collard spoke regarding the item and thanked the City for their support in providing the donation of equipment.

A motion was made by Mayor Pro Tem Manassian to approve a Donation Agreement regarding a Donation to the Emergency Services Districts of resources needed for the current public health emergency with use of CARES Act Relief Funds. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

**7. Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Atrium Real Estate Services related to Appraisal Services regarding Rathgeber Park.**

*Sponsor: Mayor Foulds, Jr.*

Michelle Fischer presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Mayor Pro Tem Manassian to approve a Professional Services Agreement between the City of Dripping Springs and Atrium Real Estate Services related to Appraisal Services regarding Rathgeber Park. Council Member King seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2020-R37**

**8. Discuss and consider approval of a Resolution adopting revisions the the City of Dripping Springs Personnel Manual.**

*Sponsor: Mayor Foulds, Jr.*

Mayor Foulds introduced the item.

Laura Mueller presented the staff report which is on file. Staff recommends approval with the addition to section 5.03(f) giving the Mayor the authority to approve an additional payout of twenty (20) hours.

A motion was made by Council Member King to approve a Resolution adopting revisions to the City of Dripping Springs Personnel Manual with the staff recommendation to amend section 5.03(f) giving the Mayor the authority to approve an additional payout of twenty (20) hours. Council Member Crow seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2020-R38**

**9. Discuss and consider approval of a Resolution Supporting the Passage of Legislation during the 87th Regular Session of the Texas Legislature (2021), to Allow for the Expenditure of Municipal Hotel Occupancy Tax Revenue by the City for Construction of Improvements in Municipal Parks.**

*Sponsor: Mayor Foulds, Jr.*

Laura Mueller presented the staff report which is on file. Staff recommends approval of the resolution.



A motion was made by Council Member King to approve a Resolution Supporting the Passage of Legislation during the 87th Regular Session of the Texas Legislature (2021), to Allow for the Expenditure of Municipal Hotel Occupancy Tax Revenue by the City for Construction of Improvements in Municipal Parks. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2020-R39**

**10. Discuss and consider approval of a Resolution Establishing Priorities for the 87th Legislative Session in Texas, and Authorizing Representation of the Municipality in Advocating Certain Positions.**

*Sponsor: Mayor Foulds, Jr.*

Laura Mueller presented the staff report which is on file. Staff recommends approval of the resolution.

A motion was made by Council Member Harris-Allison to approve a Resolution Establishing Priorities for the 87th Legislative Session in Texas, and Authorizing Representation of the Municipality in Advocating Certain Positions. Council Member Crow seconded the motion which carried 4 to 0 to 1, with Mayor Pro Tem Manassian abstaining.

**11. Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Donald L. Allman, CPA, P.C. for Audit Services.**

Laura Mueller presented the item. The agreement is the same as the past agreement with a slight price increase.

A motion was made by Council Member Crow to approve a Professional Services Agreement between the City of Dripping Springs and Donald L. Allman, CPA, P.C. for Audit Services. Council Member King seconded the motion which carried unanimously 5 to 0.

**12. Discuss and consider possible action regarding the Appointment of the City's Representative to the Greater San Marcos Partnership Board.**

*Sponsor: Mayor Foulds, Jr.*

Michelle Fischer presented the staff report which is on file.

A motion was made by Mayor Pro Tem Manassian to appoint City Administrator Michelle Fischer as the City's Representative to the Greater San Marcos Partnership Board. Council Member King seconded the motion which carried unanimously 5 to 0.

**13. Discuss and consider approval of the Appointment of one (1) individual to the Tax Increment Reinvestment Zone No. 1 & No. 2 Board for the Hays County Representative seat for an unexpired term of December 31, 2020.**

*Sponsor: Mayor Pro Tem Manassian*

Laura Mueller presented the staff report which is on file. Staff recommends the appointment of Dan O'Brien and appointed by the Hays County Commissioners Court.

A motion was made by Mayor Pro Tem Manassian to appointment Dan O'Brien to the Tax Increment Reinvestment Zone No. 1 & No. 2 Board for the Hays County Representative seat for an unexpired term of December 31, 2020. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

## REPORTS

*Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request.*

### 14. City Attorney Report

Laura Mueller presented the report regarding Texas Gas Service Rates.

## 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.*

15. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
16. **Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

The City Council did not meet in Executive Session.

## UPCOMING MEETINGS

### City Council Meetings

September 8, 2020 at 6:00 p.m. (Workshop 6:00 / Regular Meeting 6:30)

September 15, 2020 at 6:00 p.m.

October 13, 2020 at 6:00 p.m. (Workshop 6:00 / Regular Meeting 6:30)

October 20, 2020 at 6:00 p.m.

### Board, Commission & Committee Meetings

August 20, 2020 Farmers Market Association Board at 10:00 a.m.

August 24, 2020 Transportation Committee at 3:30 p.m.

August 25, 2020 Planning & Zoning Commission at 6:30 p.m.

August 26, 2020 Economic Development Committee at 4:00 p.m.

September 2, 2020 DSRP Board at 12:00 p.m.

September 3, 2020 Historic Preservation Commission at 4:00 p.m.

## ADJOURN

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

This regular meeting adjourned at 6:33 p.m.

**APPROVED ON:** September 8, 2020

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Bill Foulds, J., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



# City of Dripping Springs

Report to the MAYOR and MEMBERS of the City Council

From the CITY TREASURER

For the Month ending August 31, 2020

Date: September 8, 2020

General Fund revenues are for the most part on target. Building Code fees however are \$449,000 over what was budgeted for the entire year. Site Development and Other Fees such as Zoning, Signs etc. are also above projected amounts. However, Subdivision fees are lagging by 121,000 year to date. General Fund expenses are close to projected. The large amount in the TIRZ transfer line includes the \$250,000 for Gap Financing and the FY20 budgeted Ad Valorem to TIRZ I and TIRZ II.

Wastewater Revenue are close to projected amounts. Delayed connections and wastewater service are behind. We have just submitted Outlay #4 request for reimbursement in the amount of \$246,000 and expect to receive those funds this month. Expenses are over budget in many line items. We are addressing those on the next FY20 budget amendment. There should be no more Pump and Haul expenses since Arrowhead is now operating a temporary plant. Note that those expenses are offset by revenue from collections

\$17,532.88 was collected in interest for the Month of August. The General Fund, Wastewater Utility Fund and Dripping Springs Ranch Park Fund statements are included with this report.

Respectfully Submitted,



Gina Gillis

City of Dripping Springs GENERAL FUND  
Income Statement  
For the Eleven Months Ending August 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
<b>Revenues</b>				
Sales Tax Revenue	\$ 188,256.99	\$ 156,664.97	\$ 1,706,991.63	\$ 1,723,314.67
Mixed Beverage	0.00	14,500.00	53,132.70	58,000.00
Alcohol Permit Fees	0.00	531.50	5,085.00	5,846.50
Ad Val Tax Interest /Penalties	0.00	333.33	4,962.63	3,666.63
Ad Valorem Tax	4,092.85	107,377.25	1,293,333.26	1,181,149.75
Transfer from Park Dedication	0.00	22,475.00	83,651.73	247,225.00
TXF from Landscaping Fund	0.00	741.67	0.00	8,158.37
FEMA Funds Dam Repair	0.00	0.00	61,376.04	0.00
TXF from DSRP	0.00	0.00	15,500.00	0.00
Subdivision Fees	146,400.00	37,641.67	293,125.00	414,058.37
Site Development Fees	18,439.69	22,127.57	370,264.21	243,403.27
Other Fees (Zoning, Sign, Ord)	3,762.00	5,442.08	83,576.30	59,862.88
Building Code Fees	123,197.30	85,000.00	1,469,028.96	935,000.00
Daily Pool Entries	3,264.00	0.00	9,680.00	0.00
Programs	167.50	0.00	1,274.50	0.00
Swim Lesson Fees	0.00	0.00	833.70	0.00
Private Pool Party Fees	0.00	0.00	280.00	0.00
Park Rental Income	0.00	125.00	3,558.00	1,375.00
Park Donations	0.00	0.00	5,916.92	5,000.00
Pavilion,& Pool Rental	300.00	0.00	585.00	0.00
Rental Income	0.00	0.00	150.00	0.00
Muni Court Summons Fees	0.00	20.83	0.00	229.13
Checking Acct Interest	4,207.65	2,916.67	44,310.04	32,083.37
Txf from Contingencies	0.00	0.00	28,274.09	0.00
Other Income	6,997.17	4,166.67	85,489.60	45,833.37
Health Permits/Inspections	1,000.00	4,166.67	49,038.75	45,833.37
ESD Inspections Income	0.00	3,750.00	16,726.22	15,000.00
FD Arts,Crafts,Business Booth	0.00	0.00	0.00	6,500.00
FD Food Booths	0.00	0.00	0.00	1,100.00
FD BBQ Cookers	0.00	0.00	0.00	4,600.00
FD Carnival	0.00	0.00	0.00	9,500.00
FD Parade	0.00	0.00	0.00	3,750.00
FD Sponsorship/Other	0.00	0.00	0.00	63,600.00
FD Parking Concession	0.00	0.00	0.00	1,700.00
FD Electric	0.00	0.00	0.00	2,400.00
FD Miscellaneous	0.00	0.00	700.00	0.00
<b>Total Revenues</b>	<b>500,085.15</b>	<b>467,980.88</b>	<b>5,686,844.28</b>	<b>5,118,189.68</b>

**Expenses**

TML Liability Insurance	0.00	1,230.75	15,026.25	13,538.25
TML Property Insurance	0.00	2,086.17	31,779.25	22,947.87
TML Workmen's Comp Insurance	0.00	821.08	21,621.50	9,031.88
Office Salaries	126,077.19	137,570.71	1,466,395.82	1,513,277.81
City OT	667.47	0.00	9,460.17	0.00
DSRP Parks	11,198.98	19,287.00	146,103.01	212,157.00
Pool Management	2,065.50	0.00	9,076.50	0.00
Parks Consultant	0.00	416.67	0.00	4,583.37
DSRP On Call	(600.00)	0.00	200.00	0.00
Lifeguard	7,278.81	0.00	19,086.37	0.00
Lifeguard OT	7.20	0.00	16.50	0.00
DSRP OT	390.87	0.00	4,851.27	0.00
Camp Staff	0.00	6,240.00	0.00	24,960.00
Dam Repair	149,366.29	25,596.27	232,407.87	281,558.97
ON CALL	1,200.00	0.00	11,600.00	0.00
Bldg. Inspector	147,459.74	68,000.00	799,338.61	748,000.00

For Management Purposes Only

City of Dripping Springs GENERAL FUND  
Income Statement  
For the Eleven Months Ending August 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Health Inspector	4,130.85	3,750.00	36,899.46	41,250.00
Bad Debt Expense	0.00	416.67	325.00	4,583.37
St. Unemployment Ins.-Off	718.99	0.00	25,824.11	0.00
TMRS Retirement	488.74	8,801.19	5,989.60	96,813.09
Employee Benefits	14,099.49	16,874.72	158,768.68	185,621.92
Office FICA	8,888.29	0.00	98,627.99	0.00
Parks FICA	4,018.60	0.00	38,048.33	0.00
Office Med	2,078.76	0.00	23,722.28	0.00
Parks Med	268.86	0.00	3,276.66	0.00
Financial Services	14,568.75	11,666.67	135,620.00	128,333.37
Engr/Surveying Services	0.00	5,833.33	44,457.66	64,166.63
Architect and Landscape Cons	442.50	416.67	4,373.20	4,583.37
Lighting Consultant	150.00	83.33	900.00	916.63
Human Resource Consultant	0.00	1,250.00	10,427.61	13,750.00
City Attorney	0.00	9,583.33	115,231.76	105,416.63
Muni Court Attorney/ Judge	600.00	416.67	5,584.39	4,583.37
Records Management	120.00	48.33	780.00	531.63
Fleet Acquisition	0.00	0.00	24,951.08	27,000.00
Fleet Maintenance	861.22	1,000.00	6,147.58	11,000.00
Office Supplies	2,065.04	2,083.33	20,461.11	22,916.63
Founders Park/Pool Supplies	652.28	487.50	5,121.77	5,362.50
Sports & Rec Park Supplies	0.00	0.00	164.14	0.00
Pool Chemicals	1,205.40	583.33	3,688.19	6,416.63
Office Equip & Misc Office Exp	0.00	416.67	5,076.68	4,583.37
Maintenance Equipment	14,437.13	3,875.00	37,488.66	42,625.00
Program Supplies	83.37	83.33	786.05	916.63
Maintenance Supplies	290.53	233.08	2,993.63	2,563.88
Tools & Equipment	0.00	0.00	19.34	0.00
Pool Equipment	0.00	31.25	149.00	343.75
Charro Ranch Supplies	0.00	129.17	0.00	1,420.87
General Park Supplies	722.91	333.33	3,308.88	3,666.63
Parks Mileage	78.49	0.00	152.38	0.00
Park Dues, Fees, Subscriptions	26.20	0.00	111.53	0.00
Pool Training	0.00	83.33	342.00	916.63
Network & Telephone	2,037.67	1,680.00	44,921.20	18,480.00
Office IT Equipment & Support	7,602.63	1,811.33	24,709.41	19,924.63
Software	15,939.64	10,351.17	100,133.31	113,862.87
Pool Phone & Network	155.44	66.67	1,324.46	733.37
Portable Toilets Parks	460.00	416.67	4,430.00	4,583.37
Postage & Shipping	171.95	291.67	2,064.37	3,208.37
Family Violence Center	0.00	583.33	7,000.00	6,416.63
Lighting Compliance	156.07	166.67	246.07	1,833.37
Public Safety	0.00	0.00	3,400.00	3,400.00
Stephenson Maintenance	0.00	416.67	23.94	4,583.37
Office Maintenance/Repairs	809.00	913.33	10,167.53	10,046.63
City Hall Improvements	0.00	833.33	5,491.53	9,166.63
Equipment Maintenance	44.92	95.83	937.67	1,054.13
Uniforms	0.00	250.00	2,463.90	2,750.00
Office Electricity	478.22	375.00	3,865.58	4,125.00
Street Electricity	1,534.60	1,666.67	14,221.04	18,333.37
Founders Park/Pool Electricity	628.62	625.00	6,027.12	6,875.00
Sports & Rec Park Electricity	(226.74)	41.67	706.64	458.37
Triangle Electricity	38.25	166.67	462.44	1,833.37
DSRP House Network/Phone	175.84	66.67	1,227.14	733.37
DSRP Electricity	154.80	100.00	771.26	1,100.00
DSRP House Septic	0.00	62.50	0.00	687.50
Stephenson Bldg Electric	117.40	166.67	1,118.13	1,833.37
Historic District	0.00	125.00	2,142.71	1,375.00

For Management Purposes Only

City of Dripping Springs GENERAL FUND  
Income Statement  
For the Eleven Months Ending August 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Charro Ranch Improvements	0.00	58.33	0.00	641.63
Founders Park/Pool Improvmts	0.00	6,250.00	74,187.75	68,750.00
Sports & Rec Park Improvements	0.00	17,833.33	9,456.00	196,166.63
DSRP Improvements	0.00	2,621.67	24,613.74	28,838.37
Stephenson Bldg	562.50	1,250.00	17,437.50	13,750.00
Stephenson Parking Lot	0.00	541.67	0.00	5,958.37
DSRP House Furniture & Equip	0.00	0.00	1,710.88	0.00
Copier Lease Expense	0.00	0.00	2,577.71	0.00
Street Maintenance	3,197.75	14,626.25	29,523.83	160,888.75
Transportation Improvements	35,618.05	55,801.67	313,117.25	613,818.37
General Parks Maintenance	0.00	666.67	61.81	7,333.37
Charro Ranch Maintenance	6,815.07	766.67	6,839.01	8,433.37
Founders Pool/Park Maintenance	188.65	750.00	7,531.62	8,250.00
Sports & Rec Park Maintenance	0.00	1,083.33	4,760.20	11,916.63
Triangle Maintenance	0.00	291.67	41.13	3,208.37
DSRP Maintenance	809.96	116.67	1,479.95	1,283.37
Stephenson Lawn Maintenance	0.00	0.00	400.00	0.00
Founders Park Lawn Maintenance	950.00	541.67	4,750.00	5,958.37
Sports & Rec Park Lawn Mainten	1,700.00	825.00	11,550.00	9,075.00
Triangle Lawn Maintenance	0.00	458.33	400.00	5,041.63
City Hall Lawn Maintenance	0.00	83.33	0.00	916.63
Charro Ranch Lawn Maintenance	0.00	575.00	6,100.00	6,325.00
S&R Trail Maintenance	0.00	416.67	2,220.00	4,583.37
Pool Maintenance	563.42	1,291.67	1,414.70	14,208.37
Founders Park/Pool Water	494.60	291.67	4,370.05	3,208.37
Sports & Rec Park Water	5,945.51	1,083.33	20,091.17	11,916.63
Triangle Water	39.15	16.67	405.97	183.37
City Hall Water	43.95	54.17	482.53	595.87
City Streets Water	309.94	250.00	3,699.16	2,750.00
Stephenson Bldg Water	38.95	41.67	406.49	458.37
Training/Education	436.00	3,446.04	11,599.72	37,906.44
Future Land Use Plan	0.00	2,500.00	0.00	27,500.00
Dues, Fees, Publications	1,020.93	2,002.08	16,814.77	22,022.88
Public Notices	1,370.38	500.00	7,189.00	5,500.00
Public Relations	0.00	416.67	2,497.05	4,583.37
Newsletter- Website	1,500.00	0.00	1,500.00	1,500.00
Code Publication	0.00	708.33	8,969.19	7,791.63
FD Publicity	208.42	0.00	1,953.02	8,500.00
FD Portable Toilets	0.00	0.00	0.00	6,500.00
FD Security	0.00	0.00	0.00	20,000.00
FD Traffic Plan & Barricades	0.00	0.00	5,247.20	19,874.00
FD Band	0.00	0.00	0.00	15,000.00
FD Clean Up	0.00	0.00	0.00	4,600.00
FD Postage/Supplies/Misc	0.00	0.00	83.00	7,000.00
FD Sponsorship	0.00	0.00	178.11	5,000.00
FD Parade	0.00	0.00	0.00	650.00
FD Tent, Table, Chairs	0.00	0.00	0.00	4,500.00
FD Electricity	0.00	0.00	0.00	1,800.00
FD Electrical setup	0.00	0.00	0.00	4,600.00
FD Contingencies	0.00	0.00	0.00	31,141.36
City Mileage	40.25	166.67	1,623.01	1,833.37
Christmas on Mercer St.	0.00	0.00	1,668.00	0.00
Miscellaneous Office Expense	(4,817.39)	1,666.67	(380.68)	18,333.37
Economic Development	0.00	0.00	5,000.00	5,000.00
Emergency Management	10,487.05	381.67	29,567.96	33,453.50
Emergency Equipment Maint	74.75	333.33	1,308.72	3,666.63
Emergency Fire& Safety	166.00	176.50	1,079.00	1,941.50
EM Mgt PR	0.00	441.67	0.00	4,858.37

For Management Purposes Only

City of Dripping Springs GENERAL FUND  
 Income Statement  
 For the Eleven Months Ending August 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
COVID 19	6,006.13	0.00	13,052.59	0.00
Municipal Election	0.00	0.00	0.00	5,700.00
Contingencies	0.00	4,166.67	28,274.09	45,833.37
Transfer to Reserve Fund	0.00	0.00	125,000.00	125,000.00
TXF to TIRZ	356,161.00	0.00	510,527.92	180,471.77
TXF to DSRP OP	0.00	0.00	57,557.86	57,557.86
<b>Total Expenses</b>	<u>976,317.78</u>	<u>476,494.81</u>	<u>5,204,575.30</u>	<u>5,761,813.03</u>
<b>Net Income</b>	<u>\$ (476,232.63)</u>	<u>\$ (8,513.93)</u>	<u>\$ 482,268.98</u>	<u>\$ (643,623.35)</u>



City of DS Wastewater Utility Fund  
Income Statement  
For the Eleven Months Ending August 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
<b>Revenues</b>				
1/4 Cent Sales Tax	\$ 60,999.30	\$ 49,044.37	\$ 559,371.85	\$ 539,488.07
Solid Waste	0.00	0.00	36,414.42	36,000.00
Cable	31,565.45	9,583.33	132,067.92	105,416.63
Telephone Franchise Fees	1,475.97	1,250.00	12,920.00	13,750.00
PEC Franchise fees	27,845.88	30,000.00	125,824.80	120,000.00
Texas Gas Franchise Fees	0.00	300.00	3,542.07	3,300.00
Line Extensions	0.00	0.00	2,422.44	0.00
Delayed Connection Fees	2,500.00	17,345.83	129,286.88	190,804.13
Over Use fees	4,640.07	1,666.67	49,801.08	18,333.37
Transfer Fees	660.00	83.33	5,688.92	916.63
Wastewater Service	71,570.44	67,323.10	708,610.97	740,554.10
Reuse Fees	0.00	10,333.97	10,050.00	113,673.67
Interest Income	5,854.60	3,750.00	55,900.23	41,250.00
Late Fees	1,332.03	250.00	9,217.85	2,750.00
Other Income	3,209.04	2,500.00	52,626.98	27,500.00
TXF from TWDB	0.00	0.00	973,829.18	0.00
<b>Total Revenues</b>	<b>211,652.78</b>	<b>193,430.60</b>	<b>2,867,575.59</b>	<b>1,953,736.60</b>
<b>Expenses</b>				
Administrative	11,818.50	8,700.00	104,337.00	95,700.00
Operations- Routine	2,833.02	6,250.00	44,067.54	68,750.00
Operations Non Routine	4,625.44	4,166.67	49,988.80	45,833.37
Regulatory	0.00	291.67	1,877.76	3,208.37
Legal Fees	1,505.00	2,500.00	14,592.82	27,500.00
Financial	0.00	0.00	10,000.00	10,000.00
Planning/Permitting	171.25	4,166.67	65,509.80	45,833.37
Engineering and Surveying	743.19	1,666.67	38,198.64	18,333.37
Chlorinator Alarm	0.00	83.33	0.00	916.63
Discharge Amendment 2 1695-001	0.00	0.00	13,115.15	0.00
Construction Phase Services	0.00	833.33	0.00	9,166.63
Road Reconstruction	911.27	1,666.67	1,806.27	18,333.37
TWDB East Interceptor	23,594.56	0.00	79,113.54	0.00
TWDB West Interceptor	24,716.63	0.00	154,958.49	0.00
2nd Phase Ca Irrigation Fields	0.00	25,000.00	0.00	275,000.00
CIP 2nd Amend1881-001	0.00	416.67	0.00	4,583.37
TWDB 1923-001	1,760.95	0.00	30,518.22	0.00
TWDB Misc	20,569.18	0.00	1,134,098.94	0.00
Lift Station Upgrades	0.00	0.00	46,734.58	0.00
Reclaimed Water Fac 1953-001	30,604.20	0.00	81,996.87	0.00
Reclaim Wtr Hold Pond 1952-001	13,225.00	0.00	23,927.50	0.00
Sewer CAD Modeling	5,593.90	0.00	36,480.40	0.00
Other Expense	19.45	416.67	27,641.45	4,583.37
WW Lawn Maintenance	179.85	0.00	10,878.86	0.00
System Maintenance and Repair	0.00	1,666.67	14,064.56	18,333.37
Odor Control	0.00	1,250.00	126.82	13,750.00
Jetting Lines	0.00	833.33	20,173.46	9,166.63
Drip Field Repairs	362.36	1,666.67	5,998.81	18,333.37
Lift Station Cleaning	0.00	333.33	4,731.73	3,666.63
Meter Calibration	0.00	58.33	0.00	641.63
Chlorinator Maintenance	0.00	208.33	2,045.00	2,291.63
Drip Field Maintenance	288.98	833.33	288.98	9,166.63
Electric	4,735.77	3,750.00	37,912.59	41,250.00
Phone	296.58	250.00	6,045.96	2,750.00
Supplies	145.23	250.00	9,559.00	2,750.00
Chemicals	1,193.99	666.67	6,571.89	7,333.37

For Management Purposes Only

City of DS Wastewater Utility Fund  
Income Statement  
For the Eleven Months Ending August 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Lab Testing	1,491.68	2,083.33	46,255.32	22,916.63
Sludge Hauling	11,097.50	6,666.67	76,977.50	73,333.37
Wastewater Flow Measurement	1,180.00	750.00	6,490.00	8,250.00
Pump Repairs	0.00	0.00	3,957.47	0.00
Lift Station Repairs & Maint	1,968.59	1,250.00	31,243.96	13,750.00
WWTP Repairs	0.00	2,500.00	23,600.80	27,500.00
Equipment	937.08	1,416.67	13,267.49	15,583.37
Pump and Haul	9,360.00	2,500.00	97,140.00	27,500.00
Water CCN Application	0.00	0.00	0.00	5,000.00
Reimb Caliterra West Intercept	0.00	41,666.67	0.00	458,333.37
Dues, Fees and Subscriptions	0.00	8.33	0.00	91.63
Transfer to Water Fund	0.00	0.00	0.00	12,000.00
<b>Total Expenses</b>	<u>175,929.15</u>	<u>126,766.68</u>	<u>2,376,293.97</u>	<u>1,421,433.48</u>
<b>Net Income</b>	<u>\$ 35,723.63</u>	<u>\$ 66,663.92</u>	<u>\$ 491,281.62</u>	<u>\$ 532,303.12</u>

DSRP Operating Fund  
Income Statement  
For the Eleven Months Ending August 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
<b>Revenues</b>				
Riding Series	\$ 5,203.00	\$ 6,666.67	\$ 60,611.50	\$ 73,333.37
Fair and Rodeo Profit	0.00	5,500.00	0.00	5,500.00
General Donations	0.00	0.00	6.00	0.00
Cleaning Fees	275.00	291.67	8,589.19	3,208.37
Staff Fees	0.00	208.33	1,186.25	2,291.63
Horse Riding Permits	1,100.00	1,000.00	8,961.10	11,000.00
Interest Income	41.96	83.33	851.49	916.63
Other Income	3,295.00	500.00	10,909.78	5,500.00
Field Rental	0.00	0.00	1,396.25	0.00
Miscellaneous Fees	0.00	0.00	820.00	0.00
Indoor Arena Rental	600.00	0.00	20,197.81	0.00
Event Facility Rental	(900.00)	8,333.33	3,250.00	91,666.63
House Rental	0.00	333.33	0.00	3,666.63
RV Site Rental	704.04	1,875.00	11,090.07	20,625.00
Stall Rental	925.00	1,083.33	19,076.07	11,916.63
Outdoor Arena	0.00	0.00	850.00	0.00
Equipment Rental	446.00	500.00	4,545.25	5,500.00
Special Event Room Rental	(1,000.00)	0.00	8,862.50	0.00
Merchandise Sales	537.08	833.33	9,835.98	9,166.63
TXF from HOT Parking Lot	0.00	0.00	0.00	50,000.00
NA Small Event Room	(800.00)	0.00	4,000.00	0.00
NA Concession	(100.00)	0.00	800.00	0.00
DSRP Concessions	0.00	0.00	1,057.03	0.00
TXF from Gen Fund	0.00	0.00	57,557.86	57,557.86
TXF from HOT	0.00	0.00	46,138.76	135,759.76
DSRP Sponsorship	0.00	0.00	300.00	0.00
TXF from Landscape Fund	0.00	20,700.00	0.00	20,700.00
TXF from Ag Facility Fund	0.00	0.00	12,180.00	2,555.00
<b>Total Revenues</b>	<b>10,327.08</b>	<b>47,908.32</b>	<b>293,072.89</b>	<b>510,864.14</b>
<b>Expenses</b>				
Advertising	0.00	41.67	529.00	458.37
Bank Fees	153.99	0.00	921.52	0.00
DSRP ON CALL	1,000.00	866.67	6,400.00	9,533.37
Training and Education	0.00	266.25	4,104.83	2,928.75
Stall Cleaning	0.00	166.67	600.00	1,833.37
Lawn Maintenance	1,450.00	0.00	14,600.00	0.00
General Maintenance	1,838.90	4,583.33	7,424.71	50,416.63
Dues, Fees and Subscriptions	331.00	83.33	1,072.00	916.63
Fair& Rodeo Expense	0.00	0.00	50.00	0.00
Network/Communications	2,673.42	1,291.67	5,732.89	14,208.37
Riding Series	627.00	3,333.33	32,056.90	36,666.63
DSRP Postage	0.00	0.00	5.99	0.00
Merchandise Supplies	0.00	0.00	9,594.00	0.00
DSRP Improvements	0.00	5,833.33	79,957.04	64,166.63
Other Expense	30.19	208.33	299.07	2,291.63
Mileage	0.00	125.00	340.50	1,375.00
Alarm	1,280.00	0.00	1,280.00	1,080.00
Propane/Gas	82.99	291.67	1,819.01	3,208.37
Electric	4,698.95	5,000.00	50,234.97	55,000.00
Phone	33.08	0.00	33.08	0.00
Water	785.98	1,250.00	6,941.90	13,750.00
Supplies	2,074.38	1,666.67	19,168.90	18,333.37
Office Equipment and Supplies	4,957.52	250.00	7,367.47	2,750.00
TXF to HCLE	0.00	0.00	2,280.00	0.00

For Management Purposes Only

DSRP Operating Fund  
Income Statement  
For the Eleven Months Ending August 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Portable Toilets	65.00	66.67	715.00	733.37
Drainage Repairs	0.00	9,166.67	0.00	100,833.37
Equipment Maintenance	964.87	0.00	17,252.17	0.00
Equipment	0.00	1,666.67	22,101.76	18,333.37
Equipmental Rental	1,437.48	83.33	1,796.68	916.63
Fleet Maintenance	164.92	0.00	406.77	0.00
Contingencies	0.00	0.00	13,168.00	0.00
TXF to Gen Fund	0.00	0.00	15,500.00	0.00
<b>Total Expenses</b>	<u>24,649.67</u>	<u>36,241.26</u>	<u>323,754.16</u>	<u>399,733.86</u>
<b>Net Income</b>	<u>\$ (14,322.59)</u>	<u>\$ 11,667.06</u>	<u>\$ (30,681.27)</u>	<u>\$ 111,130.28</u>



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

**Submitted By:** Tina Adams, DSRP Event Center Manager & Kelly Schmidt, PCS Director

**Council Meeting Date:** September 9, 2020

**Agenda Item Wording:** **Approval of the DSRP Guest Services Coordinator Job Description.**  
*Sponsor: Council Member Purcell*

**Agenda Item Requestor:** Todd Purcell

**Summary/Background:** DSRP & Event Center are going through operational transition. With the onboarding of Tina Adams, the DSRP Event Center Manager, business needs were quickly identified that if implemented would increase the overall success of operations and guest services at DSRP.

It was identified that more focus and investment should be placed on the customer service and administrative side of the park and event center operations to drive business and memberships and improve overall quality of guest experience and event rental success.

The addition of the DSRP Guest Services Coordinator position will allow for a dedicated person to ensure that park guests and members have a liaison within the administrative services of the event center focused solely on their needs. This position will work collaboratively with the Event Center Coordinator to provide the highest caliber of professionalism and attention to detail from first meeting to last with all events and park guest experiences.

The Guest Services Coordinator will also be charged with organizing and developing the RV and primitive camping business at the park as well as standing day to day park user groups, programs, members and external stakeholders.

**Staff Recommendations:** Approval of Guest Services Coordinator job description.

**Recommended Council Actions:** Approval of Guest Services Coordinator job description.

**Attachments:** Guest Services Coordinator job description.

**Next Steps/Schedule:** Recruit and hire candidate.



## **JOB DESCRIPTION**

### **GUEST SERVICES COORDINATOR**

### **DRIPPING SPRINGS RANCH PARK**

*Draft A*

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#### **A. GENERAL PURPOSE,**

The DSRP Guest Services Coordinator serves as the secondary Event Center liaison for booking rentals and hosting events. The Coordinator also performs general administrative assistance and clerical duties for the business operations of Dripping Springs Ranch Park and Event Center. Assists Ranch Hand Coordinator with facility maintenance by submitting and tracking necessary work orders as needed. Provides various support to other DSRP Event Center operational needs as directed by the DSRP Event Center Manager and/or Parks and Community Services Director. Performs duties of DSRP Event Center Manager when the manager is absent or unavailable.

#### **B. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Manages DSRP Membership program and benefits, increases member numbers year after year, coordinates annual membership renewal program, creates special member incentives and social events inspiring connection and community among the equine enthusiasts of Dripping Springs Ranch Park.
2. Identifies the mountain bike and hiking community at Dripping Springs Ranch Park. Coordinates educational trail etiquette and park use clinics.
3. Develops and coordinates event center and park volunteer program working closely with Lead Ranch Hand, DSRP Event Center Manager, City Maintenance Director, and Hays County Master Gardeners and Naturalists to identify annual park needs.
4. Creates, develops, implements, markets and oversees DSRP's RV and primitive camping program. Problem solves and applies current in-house software for bookings or researches and recommends new software to best seamlessly service over-night park reservation operations and guests.
5. Ensures that all membership profiles and event rental booking details are executed professionally and with attention to detail.

6. Serves as DSRP Event Center & Arena public liaison when Dripping Springs Ranch Park Event Center Manager is not onsite and as otherwise directed by the Dripping Springs Ranch Park Event Center Manager.
7. Manages general email and telephone communications including answering the phone, transferring and screening calls, answering general questions about the event center, DSRP and rental processes.
8. Actively promotes DSRP Event Center rental availability to existing clients and potential customers with a goal of increasing bookings year after year.
9. Receives payments and follows correct payment processing, cash handling, and accounting procedures. Reconciling daily business transactions at the end of every day.
10. Ensures the Event Center lobby/entrance is kept pleasant, clean, and orderly.
11. Receives and distributes general complaints. Uses independent judgment in handling general complaints with a high standard of customer service as primary motivator.
12. Copies, faxes, and emails documents.
13. Files and retrieves documents, records, and reports.
14. Interacts with the public daily through the Event Center's primary customer service office.
15. Assists Event Center Manager with supporting the DSRP Event Center Board and monthly meetings.
16. Performs day to day point of sale transactions, manages the application of Activenet, the Parks & Community Services department's system-wide business operations software.
17. Assists in the organization, coordination, and administrative duties related to Event Center special events.
18. Assists with the organization and maintenance of DSRP & Event Center files while adhering to record retention requirements.
19. Prepares memos, letters, presentations, and other documents using computer, spreadsheets, databases, or presentation software.
20. Assists with the acceptance, review and development of all business-related forms and contracts.



21. Assists Manager with researching administrative systems, policies, and procedures ensuring that DSRP Operations is meeting and/or exceeding industry standards.
22. Works collaboratively with Event Center Coordinator in planning, coordinating, and monitoring special events and rentals as requested by the Event Center Manager.
23. Maintains the facility reservation calendar, ensuring 100% up-to-date accuracy at all times.
24. Works collaboratively with Event Center administrative team on maintaining and keeping Event Center social media sites dynamic and the website Calendar up to date.
25. Travels to various destinations in and out of the City as required.
26. Provides general facility daily maintenance assistance for the Event Center including cleaning restrooms, common areas, and picking up and disposing of litter when necessary or required.
27. Maintains effective working relationships with employees, City officials, and the general public.
28. Maintains confidentiality.
29. Performs other tasks as assigned by the Event Center Manager.

### **C. SUPERVISION**

Works under the general direction of the Dripping Springs Ranch Park Event Center Manager.

### **D. EDUCATION AND EXPERIENCE**

High School Diploma. Graduation from an accredited junior college, college or university with a degree; or Four (4) years of progressively responsible municipal work, secretarial work, or executive administrative work; or any equivalent combination of education and progressively responsible experience, with additional work experience substituting for the required education on a year for year basis. Experience in customer and guest services. Must be able to listen and communicate (written and verbal) clearly, and possess exceptional grammar, spelling, and proofreading skills. Proficiency in or the ability to quickly learn Point of Sale software, Microsoft Office including Word, PowerPoint, and Excel required.

### **D. TOOLS AND EQUIPMENT USED**

Personal computer including word processing and spreadsheet software, 10-key calculator, phone, copy machine, fax machine, and any other new equipment needed for this position.

## **E. SPECIAL REQUIREMENTS**

1. A valid state driver's license.
2. While performing the duties of this job, the employee is required to sit for extended periods of time and communicate orally with others. The employee is occasionally required to move around the Ranch Park Event Center and Park.
3. The employee must be able to lift up to 20 pounds of office supplies, files, and equipment.

## **F. WORK HOURS**

Core work hours are between 8:00 am and 5:00 pm including one hour for lunch, Monday through Friday except holidays. However, there may be instances where the Guest Services Coordinator is needed to support an event on evenings and/or an occasional weekend. This position is full-time, exempt, and eligible for comp-time pursuant to the business needs of the DSRP Event Center and at the direction of the Event Center Manager. Any comptime hours performed must be preapproved by the Event Center Manager.

## **G. SALARY**

Pay days are every other Friday, or as otherwise determined by the “City of Dripping Springs Personnel Manual.”

## **H. BENEFITS**

Benefits shall be in accordance with those outlined in the “City of Dripping Springs Personnel Manual,” as may be modified by the employee’s offer letter and subsequent revisions to the Manual.

## **I. EQUAL OPPORTUNITY EMPLOYER**

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact Ginger Faught at (512) 858-4725.

*Please note: This Position Description is not a contract, and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter shall be read together in*

*harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*

Item # 7.



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

**Submitted By:** Tina Adams, DSRP Event Center Manager

**Council Meeting Date:** 8.2.2020

**Agenda Item Wording:** **Approval of a Tractor Sponsorship & Purchase Agreement between the City of Dripping Springs and ACM Tractors and Kioti related to activities and events at the Dripping Springs Ranch Park Event Center.**  
*Sponsor: Council Member Purcell*

**Agenda Item Requestor:** Council Member Todd Purcell

**Summary/Background:** ACM Tractor and Kioti has generously sponsored the use of a Kioti Tractor (RX 7320 PCB ) for use at the Dripping Springs Ranch Park. This tractor has mainly been used for operating a drag and working dirt in the arenas. This sponsorship has been in place for 18 monthsh and was up for renewal this past June. Council member Purcell successfully negotiated a new sponsorship contract between ACM Tractor and the City of Dripping Springs. This agreement included CODS purchasing the current tractor at highly discounted rate. It also includes extending the limited sponsorship for an additional 18 months.

Kioti RX7320PCB TRACTOR SN# UW5000101	\$27,000.00
(Replacement Value: \$42,000)	
KIOTI KL7320QA LOADER SN# 180406013	\$4,000.00
<u>Sponsorship Discount</u>	<u>-\$6,000.00</u>
Invoice Total	\$25,000.00

**Commission Recommendations:** The Dripping Springs Ranch Park Board unanimously supports this recommendation.

**Recommended Council Actions:** Approve agreement.

**Attachments:** Sponsorship Agreement

**Next Steps/Schedule:** Notify ACM Tractors of action; if approved, execute agreement.

## **Dripping Springs Ranch Park Tractor Sponsorship & Purchase Agreement**

THIS AGREEMENT made this the 8th day of September, 2020, by and with ACM Tractors and Kioti hereinafter called the “Sponsors”, and the CITY OF DRIPPING SPRINGS hereinafter called “City” (also both individually referred to as the “Party” or collectively as “Parties”) acting herein by its Mayor, Bill Foulds, Jr. hereunto duly authorized.

**WHEREAS**, the Sponsors will sell for purchase below fair market value at a cost of \$25,000.00 a formerly leased tractor to be used at Dripping Springs Ranch Park (“Ranch Park”) for their events; and

**WHEREAS**, the tractor is equipment needed for the operation of the Ranch Park for the citizens of the City; and

**WHEREAS**, the City agrees to provide the placement of signage and event benefits to the Sponsor.

**WITNESSETH, that the Sponsors and the City for the considerations stated herein mutually agree as follows:**

**ARTICLE 1. Statement of Sponsorship.** The Sponsor shall sell required equipment, including a tractor for use at Ranch Park by the City.

### **ARTICLE 2. Sponsor’s Duties**

1. **Required Equipment.** The Sponsor shall sell a tractor to the City.
2. **Purchase.** The City shall purchase the tractor from the Sponsor for twenty-five thousand dollars (\$25,000) as shown in the attached invoice in Attachment “A”.
3. **Logos.** The Sponsor shall provide the desired logos to the City within seven (7) days of execution of this Agreement. Sponsor may change logos at any time, but the City will only fund one set of logo signs at Ranch Park.

### **ARTICLE 3. City’s Duties**

1. **Signage.** The City shall allow the placement of three signs at Dripping Springs Ranch Park at three mutually agreed locations. No sign or banner shall be larger than 4 x 8 square feet and the City shall provide and place the signs within thirty (30) days of receipt of usable logo from the Sponsor.
2. **Social Media and Website.** The City shall place the logo and link of the Sponsor on the Dripping Springs Ranch Park Facebook Page and Ranch Park Web Page for the term of this Contract. Logos and links shall be placed within fourteen (14) days of receipt of usable logo from the Sponsor.

3. **Display of Equipment.** City Co-Sponsored events and other requested events the Sponsor shall be given space to display up to (2) tractors and other equipment. The placement shall be mutually agreed to by Ranch Park staff and the Sponsor in order to avoid issues related to access and safety of events and shall be completed after the regular set up of any event. The City shall not be responsible for any damage to or by any displayed equipment. Before displaying equipment, Sponsor shall show proof of property damage and liability coverage for the displayed equipment.

#### ARTICLE 4. Miscellaneous Provisions

1. **Term.** The term of this agreement is eighteen (18) months.
2. **Non-assignability.** Neither the City nor the Board shall assign any interest in this Agreement without the prior written consent of the other Party.
3. **Amendment.** This Agreement embodies the entire agreement between the Parties and may not be modified unless in writing and executed by all Parties.
4. **Warranty.** The Sponsor agrees to remedy all defects appearing in the equipment that are not strictly related to wear and tear for the period of this Agreement, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects.
5. **Termination.** The City or the Sponsor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such failure is not cured within thirty (30) days of receipt of written notice of default; or (b) by the mutual written consent of both the City and the Sponsor.
6. **Notice.** Any notice and/or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

**If to the City:**

City of Dripping Springs  
 Attn: City Administrator  
 511 Mercer Street/P.O. Box 384  
 Dripping Springs, Texas 78620

**If to the Sponsors:**

ACM Tractor Sales  
 Attn: Brian Kuehn  
 2407 S IH35 STE. 120  
 San Marcos, Texas 78666

7. **Force Majeure.** No party to this Agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

- 8. **Law & Venue.** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.
- 9. **Severability.** If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter.

**CITY OF DRIPPING SPRINGS:**

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

\_\_\_\_\_  
Date

**Attest:**

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

**KIOTI:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

**ACM TRACTORS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title



Attachment "A"

ACM TRACTOR SALES  
2407 S IH35 STE. 120  
SAN MARCOS, TX 78666

Invoice No. QUOTE

Customize...

Invoice

**Customer**

Name Dripping Springs Ranch Park  
 Address \_\_\_\_\_  
 City Dripping Springs State TX ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

Date 8/17/20  
 Order No. 0  
 Rep Brian Kuehn  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Kioti RX7320PCB TRACTOR SN# UW5000101	\$27,000.00	\$27,000.00
1	KIOTI KL7320QA LOADER SN# 180406013	\$4,000.00	\$4,000.00
-1	18 Month extension of sponsorship with KIOTI Tractor and ACM Tractor Sales. 09/01/2020 - 3/1/2020	\$6,000.00	(\$6,000.00)

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal	\$25,000.00
Shipping & Handling	
Taxes State	
<b>TOTAL</b>	<b>\$25,000.00</b>

Office Use Only

Please fill free to call if you have any questions.  
ACM TRACTOR SALES 512-392-2639

Thanks for the opportunity to serve you!

## Dripping Springs Ranch Park Tractor Sponsorship

**THIS AGREEMENT** made this the 11<sup>th</sup> day of December 2018 by and with ACM Tractors hereinafter called the "*Sponsor*", and the City of Dripping Springs hereinafter called "*City*" (also both individually referred to as the "*Party*" or collectively as "*Parties*") acting herein by its Mayor, Todd Purcell hereunto duly authorized.

**WHEREAS**, the Sponsor will fund a tractor to be used at Dripping Springs Ranch Park ("Ranch Park") for their events; and

**WHEREAS**, the tractor is equipment needed for the operation of the Ranch Park for the citizens of the City; and

**WHEREAS**, the City agrees to provide signage and event benefits to the Sponsor.

**WITNESSETH**, that the Sponsor and the City for the considerations stated herein mutually agree as follows:

### ARTICLE 1. Statement of Sponsorship

The Sponsor shall fund required equipment, including a tractor for use at the Ranch Park by the City.

### ARTICLE 2. Sponsor's Duties

1. **Required Equipment.** The Sponsor shall fund a Kioti Tractor Model KL 7320 to be leased to the City for a period of eighteen (18) months for use at Ranch Park.
2. **Purchase.** After conclusion of the term of this Agreement, the Sponsor shall give the City an opportunity to purchase the equipment at its fair market value. The City shall have thirty (30) days to either: (1) return the equipment; or (2) enter into a purchase agreement with the Sponsor following the term of this Agreement.
3. **Logos.** The Sponsor shall provide the desired logos to the City within seven (7) days of execution of this Agreement. Sponsor may change logos at any time, but the City will only fund one set of logo signs at Ranch Park.

### ARTICLE 3. City's Duties

1. **Signage.** The City shall allow the placement of three signs at Dripping Springs Ranch Park at three mutually agreed locations. No sign shall be larger than 32 square feet and the City shall provide and place the signs within thirty (30) days of receipt of usable logo from the Sponsor.
2. **Verbal Recognition.** The City shall provide verbal recognition of the Sponsorship at City-Sponsored Events. These include, but are not limited to, the DSRP Riding Series Horse Shows, the Dripping Springs Fair and Rodeo and other city and co-sponsored events. This includes up to two announcements at each event or one announcement each day at multi-day events.

3. **Social Media and Website.** The City shall place the logo and link of the Sponsor on the Dripping Springs Ranch Park Facebook Page and Ranch Park Web Page for the term of this Contract. Logos and links shall be placed within fourteen (14) days of receipt of usable logo from the Sponsor.
4. **Special Event Permit Fees.** The City shall waive half of all fees for special event room rentals for the Sponsor during the term of this Agreement for up to two (2) days of discounted rental.
5. **Display of Equipment.** During Horse Shows, Rodeos, Bull Rides and other Livestock events the Sponsor shall be given space to be determined depending on the event to display tractors and other equipment. The placement shall be mutually agreed to by Ranch Park staff and the Sponsor in order to avoid issues related to access and safety of events and shall be completed after the regular set up of any event. The City shall not be responsible for any damage to or by any displayed equipment. Before displaying equipment, Sponsor shall show proof of property damage and liability coverage for the displayed equipment.
6. **Display of Logo on Screens.** During events where the tv screens are in use, the City shall display the logo of the Sponsor on digital screens in use at the event.
7. **Maintenance of Equipment.** The City shall be responsible for maintenance of the equipment and shall use Sponsor for all maintenance services.
8. **Insurance.** The City shall maintain adequate property coverage on the equipment that includes the total cost of the equipment in case of damage to equipment.

#### **ARTICLE 4. Miscellaneous Provisions**

1. **Term.** The term of this agreement is eighteen (18) months. The Agreement can be renewed by written agreement of both parties. The effective date of this Agreement will be the date both parties have signed.
2. **Non-assignability.** Neither the City nor the Board shall assign any interest in this Agreement without the prior written consent of the other Party.
3. **Amendment.** This Agreement embodies the entire agreement between the Parties and may not be modified unless in writing and executed by all Parties.
4. **Warranty.** The Sponsor agrees to remedy all defects appearing in the equipment that are not strictly related to wear and tear for the period of this Agreement, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects.
5. **Termination.** The City or the Sponsor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such

failure is not cured within thirty (30) days of receipt of written notice of default; or (b) by the mutual written consent of both the City and the Sponsor.

- 6. **Notice.** Any notice and/or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

**To the City:**  
 City of Dripping Springs  
 Attn: Michelle Fischer  
 PO Box 384  
 Dripping Springs, TX 78640

**To the Sponsor:**  
 ACM Kioti Tractors  
 Attn: Allen Berry  
 2407 S IH35, Suite 120  
 San Marcos, TX 78666

- 7. **Force Majeure.** No party to this Agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
- 8. **Law & Venue.** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.
- 9. **Severability.** If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter.

**CITY OF DRIPPING SPRINGS:**

Todd Purcell, Mayor

**ACM TRACTORS:**

Allen Berry, President

**ATTEST:**

Andrea Cunningham, City Secretary



failure is not cured within thirty (30) days of receipt of written notice of default; or (b) by the mutual written consent of both the City and the Sponsor.

- 6. **Notice.** Any notice and/or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

**To the City:**  
 City of Dripping Springs  
 Attn: Michelle Fischer  
 PO Box 384  
 Dripping Springs, TX 78640

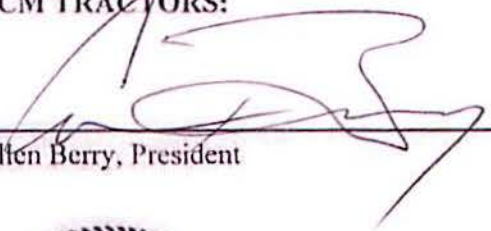
**To the Sponsor:**  
 ACM Kioti Tractors  
 Attn: Allen Berry  
 2407 S IH35, Suite 120  
 San Marcos, TX 78666

- 7. **Force Majeure.** No party to this Agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
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- 9. **Severability.** If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter.

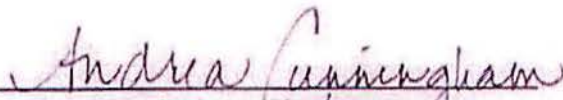
CITY OF DRIPPING SPRINGS:

  
 \_\_\_\_\_  
 Todd Purcell, Mayor

ACM TRACTORS:

  
 \_\_\_\_\_  
 Allen Berry, President

ATTEST:

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



**CORPORATE CERTIFICATIONS**

I, Sandra Berry, certify that I am the Secretary/Treasurer of the corporation named as Sponsor herein; that Allen Berry who signed this Agreement on behalf of the Sponsor, was the President of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

  
Sandra Berry, Corporate Secretary



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

**Submitted By:** Kelly Schmidt, Parks & Community Services Director

**City Council Meeting Date:** 9.8.2020

**Agenda Item Wording:** Discuss and consider approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Dripping Springs Helping Hands regarding the 24th Annual Empty Bowls Project to take place November 8, 2021 at the Dripping Springs Ranch Park Event Center.

**Agenda Item Requestor:** June Baumel

**Summary/Background:** The Empty Bowls Project is the largest fund fundraiser for Dripping Springs Helping Hands and contributes 62% of the annual budget for this nonprofit organization. Without a successful Empty Bowls Project, Helping Hands would not be able to meet needs of our neighbors who live in hunger. Each week, Helping Hands provides food for over 130 families. Throughout the year, Helping Hands also assists people with temporary financial aid. School supplies are provided to families who cannot afford to purchase such items. Helping Hands also organizes the Project Elf event during the holidays so that no child is left without a present. Helping Hands has served the Dripping Springs community since 1986 and is a vital nonprofit that serves a very important public purpose in our area.

**Staff Recommendation:** Recommend approval to City Council

**DSRP Board Recommendation:** DSRP Board voted to unanimously recommend approval of the request from Helping Hands to waive all fees associated with their Empty Bowls Project 2021 event.

**Attachments:** Co-Sponsorship Request & Cover Letter

**Next Steps/Schedule:** Contact June Baumel and inform her of Board's decision. If approved by Council on September 8, 2020 meeting, reserve event space for November 8, 2021 as requested for the 2021 calendar.



## **CITY OF DRIPPING SPRINGS SPECIAL EVENT CO-SPONSORSHIP APPLICATION**

Revised 7-16-2020 by applicant

Application must be submitted a minimum of 90 days prior to the first event date in order to be considered by the City.

Applicant shall, at a minimum, address the criteria set forth in this application form. Any person, applicant or authorized agent may appear in person before the City on the day scheduled for consideration of the application. The City shall consider the following in deciding whether to approve a request for co-sponsorship. If the application does not provide sufficient space for your responses, please use attachments and be sure to clearly label them.

**EVENT Name: 24<sup>th</sup> Annual Empty Bowls Project benefitting DS Helping Hands**

**EVENT Date: Sunday, November 8, 2021**

**DATE OF APPLICATION: July 1, 2020**

**NAME OF ORGANIZATION: Dripping Springs Helping Hands**

**CONTACT PERSON: June Baumael**

**CONTACT'S ADDRESS Helping Hands, P.O. Box 804, Dripping Springs, Texas 78620**

**Note: Please use email for communications: [junebaumael@gmail.com](mailto:junebaumael@gmail.com))**

**CONTACT'S PHONE: June Baumael 512-858-6110; Amanda Lewis 512-426-1021**

**CONTACT'S E-MAIL June [junebaumael@gmail.com](mailto:junebaumael@gmail.com), Amanda [alewis@warrenandlewis.com](mailto:alewis@warrenandlewis.com)**



What specific city services are you requesting?

**The Empty Bowls Project benefitting Dripping Springs Helping Hands is asking the city to allow use of the Dripping Springs Ranch Park on Sunday, November 8, 2021 from 7:00 AM until 6:00 pm to hold the 24th Annual Empty Bowls Project. We are also requesting use of all tables and chairs in the event room and in outer areas. We will also use the trash cans, kitchen, the vendor space, and wash area. We are requesting the city to co-chair this event with us and to waive all fees associated with using the Dripping Springs Ranch Park. (Please see the attached Exhibit A reasons/explanations for asking for the fee waiver.) We are also asking that our advertising banner be placed at the Triangle for 30 days prior to the event. Lastly, we will ask the city to proclaim the month of November as Helping Hands awareness month.**

Explain how your event serves a public purpose of community-wide importance.

**The Empty Bowls Project is the largest fund fundraiser for Dripping Springs Helping Hands and contributes 62% of the annual budget for this nonprofit organization. Without a successful Empty Bowls Project, Helping Hands would not be able to meet needs of our neighbors who live in hunger. Each week, Helping Hands provides food for over 130 families. Throughout the year, Helping Hands also assists people with temporary financial aid. School supplies are provided to families who cannot afford to purchase such items. Helping Hands also organizes the Project Elf event during the holidays so that no child is left without a present. Helping Hands has served the Dripping Springs community since 1986 and is a vital nonprofit that serves a very important public purpose in our area.**

Why are you requesting co-sponsorship?

**We believe having the city as a co-sponsor of the 24<sup>th</sup> Annual Empty Bowls Project would bring more visibility, both in attendance to the Empty Bowls Project and in sponsorship funds. Having the city as a co-sponsor shows the compassion the city has for its neighbors in need.**

What, if any, and to what extent, is the media or publicity campaign planned for the event?

**The projected 2021 publicity campaign for the Empty Bowls Project would include the following assuming we can host an in-person event:**

**3,000 postcards and 100 posters circulated in our area; advertising in area publications; 3,500 letters mailed to prospective sponsors; banner at Triangle; banner day of event. The city's seal will be placed on every piece of advertising naming the city as a co-chair.**

Please provide documentation of your financial ability to provide all other services required for the event, except those services which the city is being asked to co-sponsor. Attach a separate sheet if necessary.

**The Empty Bowls Project raises approximately \$60,000 for Helping Hands. Our local**

What are the costs to conduct your event? Applicants are expected to provide a budget for the event and identify the total contribution by each co-sponsor. **The costs incurred with the Empty Bowls Project is approximately \$7,800. The costs are underwritten by local and area sponsorships dollars and the city's contribution of rental fees (as shown on current city fee schedule 6/20) for DS Ranch Park estimated to be \$3,625 which equates to a 51% increase in expenses.**

Do you have additional co-sponsors? If yes, identify each one. **The Empty Bowls Project is sponsored by Dripping Springs Helping Hands. As a co-chair, the city would be the only other co-sponsor. We do have other donors who make monetary gifts and in-kind donations to support the event.**

Is your event open to participation of all citizens?

**Yes, the Empty Bowls Project is open to all people! For a contribution of \$25, anyone can enjoy delicious soups, desserts, artisan breads and select their favorite bowl from over a thousand hand-thrown pieces.**

How will your event promote and attract visitors to the city?

**The Empty Bowls Project will be promoted through newspapers, websites, Facebook pages, posters, postcards, and banners. We have a proven track record attracting 1,000 people to the event for many years.**

What is the estimated economic impact of your event on the city?

**We cannot estimate the financial impact the Empty Bowls Project has on the city. However, in 2016, attendees of the Empty Bowls Project came from 27 different zip codes in the Hill Country. Other guests also came from cities outside our area. For some, it's an annual event they enjoy attending.**

Will your event impact the surrounding neighborhoods? If yes, how will the impact be mitigated?

**The Empty Bowls Project will be held indoors at the Dripping Springs Ranch Park from 11 AM – 3 PM on a Sunday, November 8<sup>th</sup>, 2021. We do not anticipate that the event will have any negative impact on the surrounding neighborhoods.**

What is the pre-event set up and post event removal and cleanup plan for your event?

**The Empty Bowls Project is very fortunate to a wonderful team of volunteers for this event. We partially set-up on Saturday morning but only in the vendor area where the bowls and the soups are located. Our team of volunteers sets-up all tables and chairs in the event room on Sunday morning. We re-stack tables and chairs after the event. We remove all supplies by 6:00 pm.**

What is the security plan for your event?

**We do not anticipate needing security at the family-fun event unless we serve alcohol which will be determined later in 2021.**

Are you requesting use of the city seal? If "Yes", describe in what manner and in what publications the city seal will be used.

**Yes, we would like to use the city seal on all our posters, postcards, print and digital advertising as we have in previous years.**

What is the prior history of your event?

**The 2021 event will be the 24<sup>th</sup> Annual Empty Bowls Project. The event has grown into one of the most successful fundraisers in Dripping Springs. People enjoy selecting their hand-made bowls that they collect and enjoy delicious soups and fellowship with family and friends while knowing they are aiding Helping Hands in its mission to serve our neighbors who are in need.**

**Approximately 1,000 people attend the event between the hours of 11:00 AM and 3:00 PM.**

**FOR COMMITTEE USE ONLY:**

Motioned For: \_\_\_\_\_ Seconded By: \_\_\_\_\_

Vote For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstentions: \_\_\_\_\_

**FOR CITY COUNCIL USE ONLY:**

Motioned For: \_\_\_\_\_ Seconded By: \_\_\_\_\_

Vote For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstentions: \_\_\_\_\_

**Exhibit A** Revised 7-16-2020 by Applicant**City of Dripping Springs Special Event Co-Sponsor Application  
Explanation for requesting fee waiver for use of Dripping  
Springs Ranch Park by Empty Bowls Project/Helping Hands  
for the 24<sup>th</sup> Annual Empty Bowls Project to be held on  
November 8, 2021.**

1. Helping Hands annual budget is \$100,000. The Empty Bowls Project raises 62% of this amount. Every dollar raised at the Empty Bowls Project is another dollar that can be expended to assist our neighbors who have hunger issues or temporary financial difficulties.
2. Until using Dripping Springs Ranch Park (DSRP) for the first time in 2017, the Empty Bowls Project was never charged a fee by previous owners of venues (Mercer Street Dance Hall and Sunset Canyon Pottery). Dripping Springs City Council has supported Helping Hands in 2018 and 2019 by waiving the fees to rent the DSRP for Empty Bowls Project, for which we were grateful. The current fee for DSRP in 2020 is approximately \$3,625 less any potential discount for nonprofits. The city's current fee schedule would increase our expenses by 51%.
3. With the uncertainty of COVID-19 and its effect on our community, Helping Hands must be prepared to care for our neighbors in need. Although times are difficult for many, with the support of this generous community, Helping Hands has been able to meet the record numbers of new clients and increased demand for both food and financial assistance that has resulted from COVID-19. But to pave the way for a brighter future, Helping Hands still needs your enduring support so that it can continue to meet our neighbors' needs in the precarious months ahead.
4. Helping Hands has served our community for 33 years, since 1986. It's a thriving nonprofit that serves a very important element of our community.
5. Helping Hands is served 100% by a volunteer board of 13 members and by over 100 volunteers who work at the food pantry throughout the year. Helping Hands is a nonprofit that must be sustained for years to come to serve our neighbors in need regardless of age, creed, or ethnic origin. Please help us ensure the prosperity of Helping Hands by waiving the fee for the use of DSRP facility and tables, and chairs for 2021.



July 1, 2020

Mayor Bill Foulds  
Members of City Council  
City of Dripping Springs, Texas

Dear Mayor and City Council Members,

On behalf of Dripping Springs Helping Hands and the 2020 Empty Bowls Project HOME EDITION committee, we are respectfully submitting a request for the city's co-sponsorship of our event. The 2020 project will be held virtually. This request does not require any fees to be waived by the city.

We are also submitting a co-sponsorship request for the November 8, 2021 in-person event at the Dripping Springs Ranch Park. This application does make the request to waive fees associated with the rental of DSRP for 2021.

Thank you for your consideration of these requests. Should you have any questions, you may call me at any time.

Thank you for your service as leaders of Dripping Springs.

Sincerely,  
June Baumoel,  
Co-Chair Empty Bowls Project  
[junebaumoel@gamil.com](mailto:junebaumoel@gamil.com) 512-858-6110



## **CITY OF DRIPPING SPRINGS SPECIAL EVENT CO-SPONSORSHIP APPLICATION**

Revised 7-16-2020 by applicant

Application must be submitted a minimum of 90 days prior to the first event date in order to be considered by the City.

Applicant shall, at a minimum, address the criteria set forth in this application form. Any person, applicant or authorized agent may appear in person before the City on the day scheduled for consideration of the application. The City shall consider the following in deciding whether to approve a request for co-sponsorship. If the application does not provide sufficient space for your responses, please use attachments and be sure to clearly label them.

**EVENT Name: 24<sup>th</sup> Annual Empty Bowls Project benefitting DS Helping Hands**

**EVENT Date: Sunday, November 8, 2021**

**DATE OF APPLICATION: July 1, 2020**

**NAME OF ORGANIZATION: Dripping Springs Helping Hands**

**CONTACT PERSON: June Baumoel**

**CONTACT'S ADDRESS Helping Hands, P.O. Box 804, Dripping Springs, Texas 78620**

**Note: Please use email for communications: [junebaumoel@gmail.com](mailto:junebaumoel@gmail.com))**

**CONTACT'S PHONE: June Baumoel 512-858-6110; Amanda Lewis 512-426-1021**

**CONTACT'S E-MAIL June [junebaumoel@gmail.com](mailto:junebaumoel@gmail.com), Amanda [alewis@warrenandlewis.com](mailto:alewis@warrenandlewis.com)**

What specific city services are you requesting?

**The Empty Bowls Project benefitting Dripping Springs Helping Hands is asking the city to allow use of the Dripping Springs Ranch Park on Sunday, November 8, 2021 from 7:00 AM until 6:00 pm to hold the 24th Annual Empty Bowls Project. We are also requesting use of all tables and chairs in the event room and in outer areas. We will also use the trash cans, kitchen, the vendor space, and wash area. We are requesting the city to co-chair this event with us and to waive all fees associated with using the Dripping Springs Ranch Park. (Please see the attached Exhibit A reasons/explanations for asking for the fee waiver.) We are also asking that our advertising banner be placed at the Triangle for 30 days prior to the event. Lastly, we will ask the city to proclaim the month of November as Helping Hands awareness month.**

Explain how your event serves a public purpose of community-wide importance.

**The Empty Bowls Project is the largest fund fundraiser for Dripping Springs Helping Hands and contributes 62% of the annual budget for this nonprofit organization. Without a successful Empty Bowls Project, Helping Hands would not be able to meet needs of our neighbors who live in hunger. Each week, Helping Hands provides food for over 130 families. Throughout the year, Helping Hands also assists people with temporary financial aid. School supplies are provided to families who cannot afford to purchase such items. Helping Hands also organizes the Project Elf event during the holidays so that no child is left without a present. Helping Hands has served the Dripping Springs community since 1986 and is a vital nonprofit that serves a very important public purpose in our area.**

Why are you requesting co-sponsorship?

**We believe having the city as a co-sponsor of the 24<sup>th</sup> Annual Empty Bowls Project would bring more visibility, both in attendance to the Empty Bowls Project and in sponsorship funds. Having the city as a co-sponsor shows the compassion the city has for its neighbors in need.**

What, if any, and to what extent, is the media or publicity campaign planned for the event?

**The projected 2021 publicity campaign for the Empty Bowls Project would include the following assuming we can host an in-person event:**

**3,000 postcards and 100 posters circulated in our area; advertising in area publications; 3,500 letters mailed to prospective sponsors; banner at Triangle; banner day of event. The city's seal will be placed on every piece of advertising naming the city as a co-chair.**



Please provide documentation of your financial ability to provide all other services required for the event, except those services which the city is being asked to co-sponsor. Attach a separate sheet if necessary.

**The Empty Bowls Project raises approximately \$60,000 for Helping Hands. Our local**

What are the costs to conduct your event? Applicants are expected to provide a budget for the event and identify the total contribution by each co-sponsor. **The costs incurred with the Empty Bowls Project is approximately \$7,800. The costs are underwritten by local and area sponsorships dollars and the city's contribution of rental fees (as shown on current city fee schedule 6/20) for DS Ranch Park estimated to be \$3,625 which equates to a 51% increase in expenses.**

Do you have additional co-sponsors? If yes, identify each one. **The Empty Bowls Project is sponsored by Dripping Springs Helping Hands. As a co-chair, the city would be the only other co-sponsor. We do have other donors who make monetary gifts and in-kind donations to support the event.**

Is your event open to participation of all citizens?

**Yes, the Empty Bowls Project is open to all people! For a contribution of \$25, anyone can enjoy delicious soups, desserts, artisan breads and select their favorite bowl from over a thousand hand-thrown pieces.**

How will your event promote and attract visitors to the city?

**The Empty Bowls Project will be promoted through newspapers, websites, Facebook pages, posters, postcards, and banners. We have a proven track record attracting 1,000 people to the event for many years.**

What is the estimated economic impact of your event on the city?

**We cannot estimate the financial impact the Empty Bowls Project has on the city. However, in 2016, attendees of the Empty Bowls Project came from 27 different zip codes in the Hill Country. Other guests also came from cities outside our area. For some, it's an annual event they enjoy attending.**

Will your event impact the surrounding neighborhoods? If yes, how will the impact be mitigated?

**The Empty Bowls Project will be held indoors at the Dripping Springs Ranch Park from 11 AM – 3 PM on a Sunday, November 8<sup>th</sup>, 2021. We do not anticipate that the event will have any negative impact on the surrounding neighborhoods.**

What is the pre-event set up and post event removal and cleanup plan for your event?

**The Empty Bowls Project is very fortunate to a wonderful team of volunteers for this event. We partially set-up on Saturday morning but only in the vendor area where the bowls and the soups are located. Our team of volunteers sets-up all tables and chairs in the event room on Sunday morning. We re-stack tables and chairs after the event. We remove all supplies by 6:00 pm.**

What is the security plan for your event?

**We do not anticipate needing security at the family-fun event unless we serve alcohol which will be determined later in 2021.**

Are you requesting use of the city seal? If "Yes", describe in what manner and in what publications the city seal will be used.

**Yes, we would like to use the city seal on all our posters, postcards, print and digital advertising as we have in previous years.**

What is the prior history of your event?

**The 2021 event will be the 24<sup>th</sup> Annual Empty Bowls Project. The event has grown into one of the most successful fundraisers in Dripping Springs. People enjoy selecting their hand-made bowls that they collect and enjoy delicious soups and fellowship with family and friends while knowing they are aiding Helping Hands in its mission to serve our neighbors who are in need.**

**Approximately 1,000 people attend the event between the hours of 11:00 AM and 3:00 PM.**

**FOR COMMITTEE USE ONLY:**

Motioned For: \_\_\_\_\_ Seconded By: \_\_\_\_\_

Vote For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstentions: \_\_\_\_\_

**FOR CITY COUNCIL USE ONLY:**

Motioned For: \_\_\_\_\_ Seconded By: \_\_\_\_\_

Vote For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstentions: \_\_\_\_\_

**Exhibit A** Revised 7-16-2020 by Applicant**City of Dripping Springs Special Event Co-Sponsor Application  
Explanation for requesting fee waiver for use of Dripping  
Springs Ranch Park by Empty Bowls Project/Helping Hands  
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November 8, 2021.**

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3. With the uncertainty of COVID-19 and its effect on our community, Helping Hands must be prepared to care for our neighbors in need. Although times are difficult for many, with the support of this generous community, Helping Hands has been able to meet the record numbers of new clients and increased demand for both food and financial assistance that has resulted from COVID-19. But to pave the way for a brighter future, Helping Hands still needs your enduring support so that it can continue to meet our neighbors' needs in the precarious months ahead.
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## Co-Sponsorship Agreement

**Co-Sponsor First Name:** June **Last Name:** Baumuel

**Organization:** Dripping Springs Helping Hands

**Address:** \_\_\_\_\_

**City:** Dripping Springs **State:** TX **Zip:** 78620

**Phone Number:** 512-858-6110 **Email:** junebaumuel@gmail.com

### Event Description/Purpose:

The 2021 event will be the 24th Annual Empty Bowls Project. The event has grown into one of the most successful fundraisers in Dripping Springs. People enjoy selecting their hand-made bowls that they collect and enjoy delicious soups and fellowship with family and friends while knowing they are aiding Helping Hands in its mission to serve our neighbors who are in need. Approximately 1,000 people attend the event between the hours of 11:00 AM and 3:00 PM.

The Empty Bowls Project benefitting Dripping Springs Helping Hands is asking the city to allow use of the Dripping Springs Ranch Park on Sunday, November 8, 2021 from 7:00 AM until 6:00 pm to hold the 24th Annual Empty Bowls Project. We are also requesting use of all tables and chairs in the event room and in outer areas. We will also use the trash cans, kitchen, the vendor space, and wash area. We are requesting the city to co-chair this event with us and to waive all fees associated with using the Dripping Springs Ranch Park. (Please see the attached Exhibit A reasons/explanations for asking for the fee waiver.) We are also asking that our advertising banner be placed at the Triangle for 30 days prior to the event. Lastly, we will ask the city to proclaim the month of November as Helping Hands awareness month.

**Event Date:** November 8, 2021 **Event Location:** DSRP Event Center

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

1. **Parties.** The City of Dripping Springs, Texas ("City") and Co-Sponsor, as indicated above.
2. **Scope.** This Agreement applies to Co-Sponsor's utilization of the City's property for the Event and reasons stated above.
3. **Obligations of the City.** The extent of the City's obligations under this Agreement is that the City agrees to display a banner for the Event at the intersection of US Highway 290 and Ranch Road 12, and will post the Event on the City's website calendar and City social media sites.
4. **Obligations of Co-Sponsor.** Co-Sponsor agrees to oversee the organization and execution of the Event, and agrees to keep the City informed of plans for the Event. Co-Sponsor agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event. Co-Sponsor agrees to recognize the City as a Co-Sponsor of the event on the event's website and in printed materials on display at the event.
5. **Independent Contractor.** The Parties agree that Co-Sponsor is an independent contractor, and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
6. **Safety.** Co-Sponsor agrees to abide by all state, federal, and local rules and regulations. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage. Participants in the Event shall obtain itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits, as applicable.

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

**ACKNOWLEDGMENT:**

**OWNER:**

*City of Dripping Springs, Texas*

**CO-SPONSOR:**

*Dripping Springs Helping Hands*

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

\_\_\_\_\_  
June Baumuel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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

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**Submitted By:** Kelly Schmidt, Parks & Community Services Director

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**Council Meeting Date:** 9.8.2020

**Agenda Item Wording:** **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Texas Market Guide for the Hill Country Harvest Market to be held at the Dripping Springs Ranch Park Event Center October 10 & 11, 2020. Sponsor: Council Member Purcell**

**Agenda Item Requestor:** Nancy Shelton

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**Summary/Background:** **Texas Market Guide holds two events per year at the DSRP Event Center. Harvest Country Market is a seasonal craft fair that sells jewelry, handmade items, gourmet food, gifts, etc.**

They have agreed to adhere to all required Covid-19 "Open Texas" Checklist precautions and their market layout has been reviewed and approved by the City Emergency Management Coordinator

**Staff Recommendation:** Recommend approval by City Council

**DSRP Board Recommendation:** DSRP Board unanimously recommends approval of Co-Sponsorship request by the Texas Market Guide.

**Attachments:** Co-Sponsorship Request, Co-Sponsored Sign to be Displayed on City Property & Co-Sponsorship Agreement

**Next Steps/Schedule:** Contact Nancy Shelton and inform her of Council's decision.



# CITY OF DRIPPING SPRINGS SPECIAL EVENT CO-SPONSORSHIP APPLICATION

Application must be submitted a minimum of 90 days prior to the first event date in order to be considered by the City.

Applicant shall, at a minimum, address the criteria set forth in this application form. Any person, applicant or authorized agent may appear in person before the City on the day scheduled for consideration of the application. The City shall consider the following in deciding whether to approve a request for co-sponsorship. If the application does not provide sufficient space for your responses, please use attachments and be sure to clearly label them.

EVENT NAME: Hill Country Harvest Market

EVENT DATE: 10/10+11/2020

DATE OF APPLICATION: 8-28-20

NAME OF ORGANIZATION: Texas Market Guide

CONTACT PERSON: Nancy Shelton

CONTACT'S ADDRESS: PO Box 1977 Kyle, TX 78640

CONTACT'S PHONE: 512 800-1079

CONTACT'S E-MAIL: support@TexasMarketGuide.com

What specific city services are you requesting?

NONE  
We are renting a portion of Ranch Park



Explain how your event serves a public purpose of community-wide importance.  
*Brings out of town visitors to the community and provides a shopping event for all*

Why are you requesting co-sponsorship?  
*N/A*

What, if any, and to what extent, is the media or publicity campaign planned for the event?  
*tv, social media, radio, print*

Please provide documentation of your financial ability to provide all other services required for the event, except those services which the city is being asked to co-sponsor. Attach a separate sheet if necessary.  
*N/A*

Do you have additional co-sponsors? If yes, identify each one.  
*Helping Hands Food Pantry*

What are the costs to conduct your event? Applicants are expected to provide a budget for the event and identify the total contribution by each co-sponsor. *N/A*

Is your event open to participation of all citizens?

yes

How will your event promote and attract visitors to the city?

shopping event advertised in the surrounding area.

What is the estimated economic impact of your event on the city?

hotels, food  
no idea due to the current situation

Will your event impact the surrounding neighborhoods? If yes, how will the impact be mitigated?

no

What is the pre-event set up and post event removal and cleanup plan for your event?

pre-event is minimal two days prior.  
we always follow rules and leave property as found.

What is the security plan for your event?

sheriffs for overnight security

Are you requesting use of the city seal? If "Yes", describe in what manner and in what publications the city seal will be used.

*No*

What is the prior history of your event?

*8th year - we do ~~two~~ two shows (markets) at the Ranch Park each year*

**FOR COMMITTEE USE ONLY:**

Motioned For: \_\_\_\_\_ Seconded By: \_\_\_\_\_

Vote For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstentions: \_\_\_\_\_

**FOR CITY COUNCIL USE ONLY:**

Motioned For: \_\_\_\_\_ Seconded By: \_\_\_\_\_

Vote For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstentions: \_\_\_\_\_



## Co-Sponsorship Agreement

**Co-Sponsor First Name:** Nancy **Last Name:** Shelton

**Organization:** Texas Market Guide / Helping Hands

**Address:** PO Box 1977

**City:** Kyle **State:** TX **Zip:** 78640

**Phone Number:** 888-225-3427 **Email:** [support@texasmarketguide.com](mailto:support@texasmarketguide.com)

### Event Description/Purpose:

Hill Country Harvest Market – Crafts, Food, Handmade gifts, gourmet items

**Event Date:** 10.10.2020 & 10.11.2020 **Event Location:** DSRP Event Center

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

1. **Parties.** The City of Dripping Springs, Texas (“City”) and Co-Sponsor, as indicated above.
2. **Scope.** This Agreement applies to Co-Sponsor’s utilization of the City’s property for the Event and reasons stated above.
3. **Obligations of the City.** The extent of the City’s obligations under this Agreement is that the City agrees to display a banner for the Event at the intersection of US Highway 290 and Ranch Road 12, and will post the Event on the City’s website calendar and City social media sites.
4. **Obligations of Co-Sponsor.** Co-Sponsor agrees to oversee the organization and execution of the Event, and agrees to keep the City informed of plans for the Event. Co-Sponsor agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event.
5. **Independent Contractor.** The Parties agree that Co-Sponsor is an independent contractor, and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor’s resources and staff in order to achieve the goals of this Agreement.
6. **Safety.** Co-Sponsor agrees to abide by all state, federal, and local rules and regulations. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage. Participants in the Event shall obtain itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits, as applicable.
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10. **Force Majeure.** In situations in which Co-Sponsor’s participation in the Event is delayed, cancelled or suspended due to the Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

- 11. **Indemnification.** CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING OUT OF OR RESULTING FROM THE CITY’S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CO-SPONSOR.
- 12. **Notice.** Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended. Mail notice to the City as: Attention: City Administrator, Post Office Box 384, Dripping Springs, Texas 78620.
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**ACKNOWLEDGMENT:**

**Owner:**  
*City of Dripping Springs*

**Co-Sponsor:**  
*Texas Market Guide*

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

\_\_\_\_\_  
Nancy Shelton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Co-Sponsor:**  
*Dripping Springs Helping Hands*

\_\_\_\_\_  
June Baumuel

\_\_\_\_\_  
Date



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

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**Submitted By:** Kelly Schmidt, Parks & Community Services Director

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**City Council Meeting** 9.11.2020  
**Board Meeting Date:**

**Agenda Item Wording:** Earth Native Instructor Agreement

**Agenda Item Requestor:** David Scott Earth Native

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**Summary/Background:**

Founded in 2011 in Austin, TX, Earth Native Wilderness School tirelessly works to help our students build lifelong connections to the outdoors. We do this through offering unique, fun, and informative courses that not only enliven but also lead our students down an incredible path of discovery and greater self-reliance.

So much of our lives these days are co-opted by electronics, cramped indoor spaces, and stress. But there is a whole other world waiting for us outside, one full of mystery, wonder, healing, and connection. So many studies have revealed how much people need nature and that regular time spent outdoors leads us to healthier, happier, less stressful, and more fulfilled lives.

At Earth Native we understand that while wonderful, nature can also be daunting and intimidating at times. We therefore strive to be a bridge helping people and communities not only learn new life-enhancing skills that lead to greater confidence and fun in the outdoors, but also to provide a space for people who are interested in learning more about the wonder of nature to come and develop their skill and connection in a community setting.

This will be Earth Native’s 2<sup>nd</sup> year offering outdoor wilderness education classes at DSRP. They are adhering to all Covid-19 recommended precautions including small group ratios of 10 (including instructor), social distancing and masks.

Dates at DSRP for the 2020-2021 year: September 14 & 28 | October 12 & 26 | November 9 & 30 | December 14 | January 4 & 18 | February 1 & 15 | March 1 & 22 | April 5 & 19 | May 3 & 17. Each class is held in the park from 9am-3pm

**DSRP**  
**Recommendations:**

Unanimously recommended approval.

**Recommended**  
**Council Actions:**

**Attachments:** 2020 Earth Native Wilderness School Instructor Contract (fee has not increased)

**Next Steps/Schedule:** Contact Mr. Scott and inform him of the Board's decision. Place dates on the Park/Event Center on-line calendar and link as a Partner Program to the PCS website and Facebook page.

**ENWS051402019**

**CONTRACT INSTRUCTOR AGREEMENT**

This AGREEMENT is made and entered into this, the 14<sup>th</sup> day of May 2019, by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Earth Native Wilderness School** an individual (hereinafter referred to as “Instructor”).

**PREAMBLE:**

**WHEREAS**, the City desires to offer independent Contract Instructors to teach classes in the parks; and

**WHEREAS**, the City finds that the contract instructor assumes all liability and shall be an independent Contract Instructor as related to this agreement; and

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

**WHEREAS**, the contract instructor will pay the City a rental fee per programming day

**WHEREAS**, the City finds that it is in the best interest of the City and its residents to provide classes at its parks.

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

**1. Duties.**

**A. Duties of Contract Instructor.**

- (1) Teach recreation programs to a designated age group.
- (2) Represent the City in a professional manner.
- (3) Communicate progress and goals with participants and parents, as appropriate.
- (4) Provide a safe environment for all students by enforcing class and park rules.
- (5) Engage in excellent communication while working well with the class age group.
- (6) Provide exceptional customer service.
- (7) Notify the City of any absences, if at all, before the activity begins.
- (8) Notify the participants and City Staff of any pre-arranged absences and provide an appropriate make-up schedule.



- (9) Submit monthly attendance reports and other information in writing as requested by The City.
- (10) Report to the Parks and Community Services Director who will require the Contract Instructor to address any complaints or concerns from patrons, parents, guardians, or the public.

**B. Duties of City.**

- (1) The City shall provide opportunities for the Contract Instructors to provide classes at city parks based on the demand of the residents and availability of location for the classes.
  - (2) After a class is approved, the City shall provide a safe, clean, and well-kept location at a city park for teaching of the class.
  - (3) Advertise Contract Instructor classes by website and email.
- 2. Duration.** The term of this Agreement shall be for a term of one (1) year beginning on June 3, 2019 and ending on June 3, 2020 provided, however, that the term of this Agreement shall be subject to earlier termination as set forth in this Agreement. The City may, by written approval of the City Administrator, extend the term of this Agreement.

The classes shall not take place during City Holidays. Program schedules are subject to change due to events, construction, or emergency repairs. All classes shall be submitted to the Parks and Community Services Director for approval and shall not begin without written approval of the Parks and Community Services Director, which approval shall not be unreasonably withheld.

This agreement can be terminated without cause by either party giving fifteen (15) days written notice to the other party.

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

**3. Pay/Fees.**

- A.** All fees are subject to final approval by the City Council at the recommendation by the Parks and Recreation Commission.
  - B.** Instructor will pay a rental fee of \$75.00 per programming day to use the outdoor arena/Ranch House area.
  - C.** Instructor will pay monthly, by the 10<sup>th</sup> of the month for the preceding month's classes.
- 4. Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

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

**To the Instructor:**  
 Earth Native Wilderness School  
 137 Woodview Lane  
 Bastrop, TX 78602

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

## 5. General Provisions.

- A. Relationship of Parties:** It is understood by the parties that Contract Instructor is an independent Contract Instructor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contract Instructor. The City may contract with other individuals or firms for teaching services.
- B. Injuries/Insurance:** Contract Instructor acknowledges the Contract Instructor's obligation to obtain appropriate insurance coverage. Contract Instructor waives the rights to recovery from City for any injuries that Contract Instructor may sustain while performing services under this Agreement. Contract Instructor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contract Instructor uses the services of any of Contract Instructor's employees for the provision of services to the City.
- C. Indemnification:** Contract Instructor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contract Instructor.
- D. Assignment:** Contract Instructor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- E. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contract Instructor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contract Instructor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- F. Entire Agreement:** The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the

benefit of the heirs at law and executors of Employee.

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

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

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

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


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

**CITY OF DRIPPING SPRINGS:**

  
\_\_\_\_\_  
Todd Purcell, Mayor

5/21/19  
\_\_\_\_\_  
Date

**INSTRUCTOR:**

  
\_\_\_\_\_  
Dave Scott, Earth Native Wilderness School

5/22/19  
\_\_\_\_\_  
Date

**ATTEST:**

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





City of Dubuque, Iowa

1881

## CONTRACT INSTRUCTOR AGREEMENT

This AGREEMENT is made and entered into this, the 8<sup>th</sup> day of September 2020, by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Earth Native Wilderness School** an individual (hereinafter referred to as “Instructor”).

### PREAMBLE:

**WHEREAS**, the City desires to offer independent Contract Instructors to teach classes in the parks; and

**WHEREAS**, the City finds that the contract instructor assumes all liability and shall be an independent Contract Instructor as related to this agreement; and

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

**WHEREAS**, the contract instructor will pay the City a rental fee per programming day

**WHEREAS**, the City finds that it is in the best interest of the City and its residents to provide classes at its parks.

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

### 1. Duties.

#### A. Duties of Contract Instructor.

- (1) Teach recreation programs to a designated age group.
- (2) Represent the City in a professional manner.
- (3) Communicate progress and goals with participants and parents, as appropriate.
- (4) Provide a safe environment for all students by enforcing class and park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.
- (5) Engage in excellent communication while working well with the class age group.
- (6) Provide exceptional customer service.
- (7) Notify the City of any absences, if at all, before the activity begins.
- (8) Notify the participants and City Staff of any pre-arranged absences and provide an

appropriate make-up schedule.

- (9) Submit monthly attendance reports and other information in writing as requested by the City.
- (10) Report to the Parks and Community Services Director who will require the Contract Instructor to address any complaints or concerns from patrons, parents, guardians, or the public.

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

- (1) The City shall provide opportunities for the Contract Instructors to provide classes at city parks based on the demand of the residents and availability of location for the classes.
- (2) After a class is approved, the City shall provide a safe, clean, and well-kept location at a city park for teaching of the class.
- (3) Advertise Contract Instructor classes by website and e-mail.

- 2. Duration.** The term of this Agreement shall be for a term of one (1) year beginning on September 1, 2020 and ending on August 30, 2021 provided, however, that the term of this Agreement shall be subject to earlier termination as set forth in this Agreement. The City may, by written approval of the City Administrator, extend the term of this Agreement.

The classes shall not take place during City Holidays or when any Park is closed for safety purposes. Program schedules are subject to change due to events, construction, safety closures, or emergency repairs. All classes shall be submitted to the Parks and Community Services Director, or the Director's Designee as communicated in writing to Instructor, for approval and shall not begin without written approval of the Parks and Community Services Director, which approval shall not be unreasonably withheld.

This agreement can be terminated without cause by either party giving fifteen (15) days written notice to the other party.

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

#### **3. Pay/Fees.**

- A.** All fees are subject to final approval by the City Council at the recommendation by the Dripping Springs Ranch Park Board of Directors.
- B.** Instructor will pay a rental fee of \$75.00 per programming day to use the outdoor arena/Ranch House area.
- C.** Instructor will pay monthly, by the 10<sup>th</sup> of the month for the preceding month's classes.

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

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

**To the Instructor:**  
Earth Native Wilderness School  
Attn: David Scott  
137 Woodview Lane  
Bastrop, TX 78602

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

5. **General Provisions.**

**A. Relationship of Parties:** It is understood by the parties that Contract Instructor is an independent Contract Instructor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contract Instructor. The City may contract with other individuals or firms for teaching services.

**B. Injuries/Insurance:** Contract Instructor acknowledges the Contract Instructor’s obligation to obtain appropriate insurance coverage. Contract Instructor waives the rights to recovery from City for any injuries that Contract Instructor may sustain while performing services under this Agreement. Contract Instructor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contract Instructor uses the services of any of Contract Instructor’s employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.

**C. Indemnification:** Contract Instructor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney’s fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contract Instructor.

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

**E. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contract Instructor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government

Code Chapter 2270).

- F. Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- G. Entire Agreement:** The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- H. Effective Date:** This Agreement shall become effective commencing on the date of execution as indicated below.
- I. Severability:** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- J. Enforcement and Venue:** This Agreement shall be construed under and according to the laws of the State of Texas and venue for enforcement shall be in Hays County.
- K. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

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

**CITY OF DRIPPING SPRINGS:**

**INSTRUCTOR:**

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

\_\_\_\_\_  
Dave Scott, Earth Native Wilderness School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ATTEST:**

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Andrea Cunningham, City Secretary



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

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**Submitted By:** Aaron Reed, Public Works Coordinator

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**Council Meeting Date:** 09/08/2020

**Agenda Item Wording:** **Approval of a Resolution Authorizing City Staff to Negotiate an Advance Funding Agreement (AFA) with TxDOT for the Middle School Transportation Alternative Set Aside (TASA) Grant Project.**

**Agenda Item Requestor:** Council Member Crow

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**Summary/Background:** In January of 2020, TxDOT authorized funding of two sidewalk projects in the City of Dripping Springs through the Transportation Set Aside Grant Program. City Council needs to authorize City staff to negotiate an Advance Funding Agreement with TxDOT so the project can be initiated. The timeline for the project will not begin until 2021 but TxDOT requires the AFA to be executed this year.

The total cost of the project is estimated at \$2,087,605. The Federal cost participation is \$1,670,084 leaving an estimated \$417,521 local (City) participation.

A projected timeline has been attached to the packet for both the TASA projects awarded to the City.

**Commission  
Recommendations:**

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

**Attachments:**

**Next Steps/Schedule:** City staff will negotiate the AFA with TxDOT and bring the agreement back to Council prior to execution.

**CITY OF DRIPPING SPRINGS**

**RESOLUTION NO. 2020-R \_\_\_\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT

**WHEREAS**, on January 30, 2020, via Minute Order 115662, the Texas Transportation Commission authorized the DRIPPING SPRINGS MIDDLE SCHOOL project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

**WHEREAS**, the TASA funds require a local match, the City of Dripping Springs commits to provide the match. The local match is comprised of cash, plus in-kind contributions, if any; and

**WHEREAS**, the City of Dripping Springs is responsible for all non-reimbursable costs and 100% of overruns, if any; and

**WHEREAS**, the City of Dripping Springs City Council desires to reaffirm its support of the Project and approve and authorize the negotiation and execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

1. The City Council authorizes and directs the Mayor and City Staff to negotiate on behalf of the City an Advanced Funding Agreement with the Texas Department of Transportation for a Transportation Alternatives Set-Aside Project.
2. The City Council directs City Staff to work with TXDOT for transfer of any necessary documentation.
3. The City Council directs City Staff to bring a negotiated AFA to City Council for approval and execution.
4. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED AND APPROVED this, the 8th day of September 2020, by a vote of \_\_\_\_\_ (ayes) to \_\_\_\_\_ (nays) to \_\_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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Mayor, Bill Foulds, Jr.

**ATTEST:**

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Andrea Cunningham, City Secretary

ID	Task Name	Duration	Start	Finish	Timeline																																												
					f 1, 2021	Half 2, 2021	Half 1, 2022	Half 2, 2022	Half 1, 2023	Half 2, 2023	Half 1, 2024	Half 2, 2024																																					
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O
1	<b>Rob Shelton Blvd Pedestrian Sidewalk Project</b>	<b>546 days</b>	<b>Mon 3/1/21</b>	<b>Mon 4/3/23</b>	[Gantt bar from 3/1/21 to 4/3/23]																																												
2	Contract Execution (NTP)	0 days	Mon 3/1/21	Mon 3/1/21	◆ 3/1																																												
3	Design Survey (D&A)	20 days	Mon 3/1/21	Fri 3/26/21	[Blue bar from 3/1/21 to 3/26/21]																																												
4	<b>Environmental Documents and Permitting</b>	<b>218 days</b>	<b>Mon 3/1/21</b>	<b>Wed 12/29/21</b>	[Gantt bar from 3/1/21 to 12/29/21]																																												
32	<b>PS&amp;E Design</b>	<b>241 days</b>	<b>Mon 3/29/21</b>	<b>Mon 2/28/22</b>	[Gantt bar from 3/29/21 to 2/28/22]																																												
33	<b>30% Design</b>	<b>64 days</b>	<b>Mon 3/29/21</b>	<b>Thu 6/24/21</b>	[Gantt bar from 3/29/21 to 6/24/21]																																												
43	<b>60% Design</b>	<b>102 days</b>	<b>Fri 6/25/21</b>	<b>Mon 11/15/21</b>	[Gantt bar from 6/25/21 to 11/15/21]																																												
50	<b>90% Design</b>	<b>52 days</b>	<b>Tue 11/2/21</b>	<b>Wed 1/12/22</b>	[Gantt bar from 11/2/21 to 1/12/22]																																												
57	<b>Final Design</b>	<b>33 days</b>	<b>Thu 1/13/22</b>	<b>Mon 2/28/22</b>	[Gantt bar from 1/13/22 to 2/28/22]																																												
62	FPAA - Letting	1 day	Tue 3/1/22	Tue 3/1/22																																													
63	Ready To Let	1 day	Tue 3/1/22	Tue 3/1/22																																													
64	Project Letting	0 days	Mon 6/13/22	Mon 6/13/22	◆ 6/13																																												
65	Pre-construction Meeting	0 days	Mon 8/8/22	Mon 8/8/22	◆ 8/8																																												
66	Construction	160 days	Tue 8/9/22	Mon 3/20/23	[Blue bar from 8/9/22 to 3/20/23]																																												
67	Construction Closeout	10 days	Tue 3/21/23	Mon 4/3/23	[Blue bar from 3/21/23 to 4/3/23]																																												
68	<b>Middle School STRS/TA SUP/Sidewalk Project</b>	<b>596 days</b>	<b>Mon 9/5/22</b>	<b>Mon 12/16/24</b>	[Gantt bar from 9/5/22 to 12/16/24]																																												
69	Contract Execution (NTP)	0 days	Mon 9/5/22	Mon 9/5/22	◆ 9/5																																												
70	Design Survey (D&A)	20 days	Mon 9/5/22	Fri 9/30/22	[Blue bar from 9/5/22 to 9/30/22]																																												
71	<b>Environmental Documents and Permitting</b>	<b>218 days</b>	<b>Mon 9/5/22</b>	<b>Wed 7/5/23</b>	[Gantt bar from 9/5/22 to 7/5/23]																																												
99	<b>PS&amp;E Design</b>	<b>241 days</b>	<b>Mon 10/3/22</b>	<b>Mon 9/4/23</b>	[Gantt bar from 10/3/22 to 9/4/23]																																												
100	<b>30% Design</b>	<b>64 days</b>	<b>Mon 10/3/22</b>	<b>Thu 12/29/22</b>	[Gantt bar from 10/3/22 to 12/29/22]																																												
110	<b>60% Design</b>	<b>102 days</b>	<b>Fri 12/30/22</b>	<b>Mon 5/22/23</b>	[Gantt bar from 12/30/22 to 5/22/23]																																												
117	<b>90% Design</b>	<b>52 days</b>	<b>Tue 5/9/23</b>	<b>Wed 7/19/23</b>	[Gantt bar from 5/9/23 to 7/19/23]																																												
124	<b>Final Design</b>	<b>33 days</b>	<b>Thu 7/20/23</b>	<b>Mon 9/4/23</b>	[Gantt bar from 7/20/23 to 9/4/23]																																												
129	FPAA - Letting	1 day	Tue 9/5/23	Tue 9/5/23																																													
130	Ready To Let	1 day	Tue 9/5/23	Tue 9/5/23																																													
131	Project Letting	0 days	Mon 12/18/23	Mon 12/18/23	◆ 12/18																																												
132	Pre-construction Meeting	0 days	Mon 2/12/24	Mon 2/12/24	◆ 2/12																																												
133	Construction	210 days	Tue 2/13/24	Mon 12/2/24	[Blue bar from 2/13/24 to 12/2/24]																																												
134	Construction Closeout	10 days	Tue 12/3/24	Mon 12/16/24	[Blue bar from 12/3/24 to 12/16/24]																																												



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

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**Submitted By:** Laura Mueller, City Attorney

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**Council Meeting Date:** September 8, 2020

**Agenda Item Wording:** **Approval of an Amendment to the Professional Services Agreement between the City of Dripping Springs and Keenan Smith (City Lights Design Alliance) for TIRZ Project Manager Services.** *Sponsor: Mayor Pro Tem Manassian*

**Agenda Item Requestor:** Taline Manassian, Mayor Pro Tem

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**Summary/Background:** This is a renewal of Keenan Smith’s contract for TIRZ Project Manager services. He has not raised his rates for 2020. The contract is being extended from October 1, 2020 to September 30, 2021. The funds for this Contract will be paid for by the Tax Increment Reinvestment Zone funds.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approve Agreement.

**Attachments:** Amended PSA.

**Next Steps/Schedule:** Execute Agreement.

CLD009082020

**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NO. 4**

THIS AGREEMENT made and entered into this, the 8<sup>th</sup> day of September 2020, and between the City of Dripping Springs, Texas (hereinafter referred to as the “City”) and Keenan E. Smith, AIA, dba: City Lights Design Alliance, (hereinafter referred to as “Consultant”), is understood and agreed to be as set forth herein:

**1. Description of Services:**

Project Management, Staff Support, and Coordination Services for TIRZ #1 & #2- “Project Management” Selected Projects. Consultant shall assist the Client by providing the described services for Project Management, Staff Support and Coordination Services for the Selected Projects proposed for TIRZ #1 & #2, Dripping Springs, TX 78620.

All services will be provided and performed at the Client’s sole direction. Professional Fees will be invoiced per the Compensation Schedule, not to exceed budgeted caps without prior authorization.

**Project Management / Staff Support & Coordination Services\*\*\***

- A) **Project Management-** TIRZ #1 & #2: (\*\*\*)for selected projects- tasks may vary)
  - (1) Project Team(s): (Administer RFQ’s; coordinate Team vetting & selection process; manage Team organization)
  - (2) Project Tasks, Studies & Plans: (Administer RFP’s; coordinate proposal & award process; oversee tasks, studies & plans; ensure schedules & budgets; direct deliverable products, cost estimates, reports, etc.)
- B) **Liaison & Staff Support-** to TIRZ Entities, Partners & Stakeholders
  - (1) TIRZ #1 & #2 Board of Directors (Staff Support; Board Meetings)
  - (2) City of Dripping Springs (Liaison; Representation)
  - (3) Hays County (Liaison; Representation)
  - (4) Dripping Springs Community Library (Liaison; Representation)
  - (5) Dripping Springs Independent School District (Liaison; Representation)
  - (6) TIRZ Land Owners & Developers (Liaison; Representation)
- C) **Coordination Services-** with TIRZ Team(s)
  - (1) TIRZ Administrator
  - (2) TIRZ Financial Advisor
  - (3) TIRZ of Counsel



**2. Payment for Services:**

The City will compensate Consultant at the rate of \$95 an hour for Project Coordination & Liaison Fees, on a Budgeted Average of 42 hrs./mo., with a capped annual amount of \$47,880/yr. Additional services or fees may be agreed to in writing by both parties. Payment terms: Net due on receipt of monthly invoice.

**3. Schedule:**

Begin Services	October 1, 2020 or upon contract execution
End Services	September 30, 2021 (end of Fiscal Year)
Renewal Option	Annually or as mutually agreed – rates to be negotiated

**4. Conditions and Termination:**

Fees and Expenses are estimates strictly for the scope of work outlined. Any Addenda to Scope of Work, if approved and directed by Client, are subject to billing at standard hourly fee schedule (above).

Either party may terminate this agreement at any time upon thirty (30) days written notice.

**5. Exclusions:**

Provision of construction documents; surveying, structural, electrical, civil, geotechnical or mechanical engineering services.

**6. Limitations:**

To the fullest extent permitted by law, the Consultant’s total liability to the Client for any and all injuries, claims, losses, expenses damages or claim expenses arising out of the Consultant’s performance under this agreement, other than what is insurable by Consultant’s insurance policies, shall not exceed the amount of the total fees paid to the Consultant. Such causes include, but not limited to, the Consultant’s negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The Consultant’s liability does not extend to construction and design activities performed by third parties related to this Agreement.

**7. Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from any and all damages, liability and cost, including reasonable attorney’s fees and defense costs, arising out of or in any way connected with the performance of any party connected with the design and construction of the above-named Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant. Consultant agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney’s fees, costs, and judgments that may be asserted against City that result from acts or omissions of Consultant, Consultant’s employees, if any, and Consultant’s agents subject to the limitations listed in Section 6.

**8. Relationship of Parties:**

It is understood by the parties that Consultant is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Consultant. The City may contract with other individuals or firms for project management services.

**9. Conflicts of Interest:**

During the period the Consultant is covered by this agreement, the Consultant will contact the City and TIRZ Board in writing if a potential conflict of interest with a third-party client may exist. If the TIRZ Board or the City Council finds that a project for a third-party client of the Consultant has a direct conflict with the TIRZs, the TIRZ Board or the City Council shall contact the Consultant in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Consultant or the City Council may terminate this Agreement with seven (7) days' notice to the other party.

**10. Injuries/Insurance:**

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

**11. Assignment:**

Consultant's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

**12. Notice:**

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

**For the City:**  
City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**For the Contractor:**  
City Lights Design Alliance  
Attn: Keenan Smith, AIA  
PO Box 1166  
Dripping Springs, TX 78620  
(512) 659-5062

**13. Entire Agreement:**

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.

**14. Amendment:**

This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

**15. Severability:**

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

**16. Waiver of Contractual Right:**

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

**17. Applicable Law:**

The laws of the State of Texas shall govern this Agreement.

**18. Venue:**

The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

**CITY OF DRIPPING SPRINGS:**

**CITY LIGHTS DESIGN ALLIANCE:**

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

\_\_\_\_\_  
Keenan Smith, AIA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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

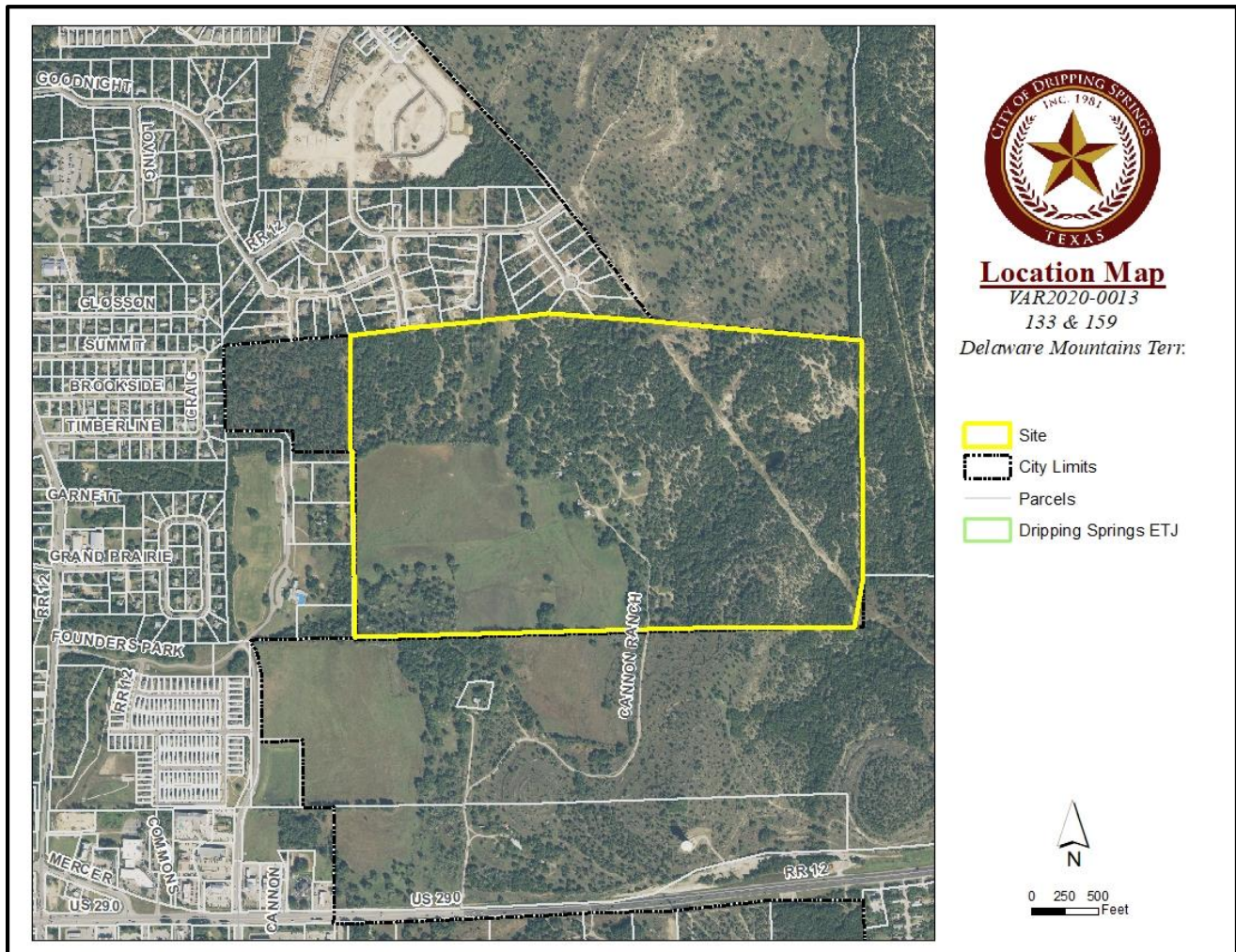


# City Council Planning Department Staff Report

**City Council Meeting:** August 25, 2020  
**Project No:** VAR2020-0013  
**Project Planner:** Amanda Padilla, Senior Planner

### Item Details

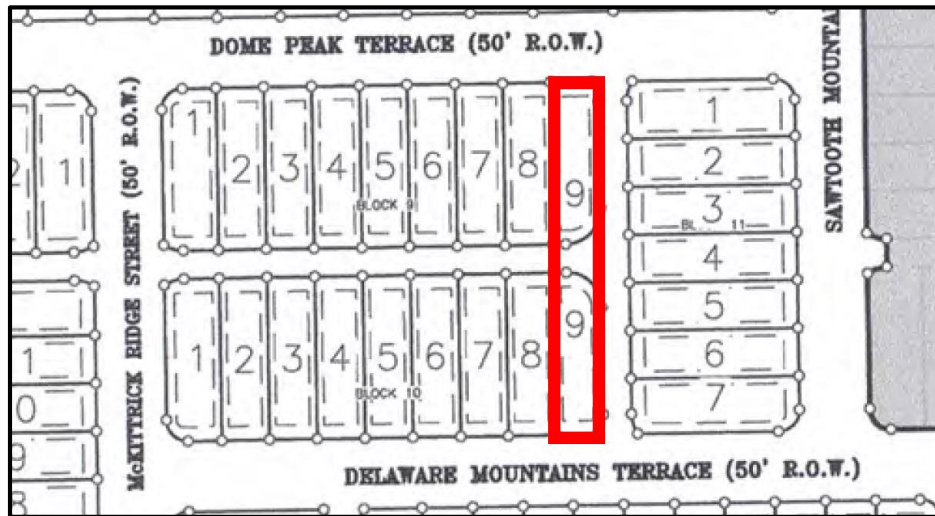
**Project Name:** Big Sky Ranch Phase 1 Encroachment/Setback Variance  
**Property Location:** 133 and 159 Dome Peak Terrace, Dripping Springs TX 78620  
**Legal Description:** Big Sky Ranch Phase 1 Final Plat  
**Applicant:** Christopher A Reid, PE, Doucet & Associates  
**Property Owner:** Meritage Homes  
**Request:** **Applicant requested Postponement**  
Applicant is requesting a variance to encroach within the setback defined in Chapter 30, Exhibit B, Planned Development District 10, 2.4.5 (b) and the Public Utility Easement  
**Staff Recommendation:** **Staff recommends denial of the Variance request**



# Planning Department Staff Report

## Overview

The applicant is requesting a variance to encroach into the setbacks defined in Chapter 30, Exhibit B, Planned Development District 10, 2.4.5 (b) Minimum Side yard and the Public Utility Easement. The applicant is asking to encroach two and a half feet (2.5') into the seven and a half foot (7.5') setback and five feet (5') into the ten foot (10') PUE for Block 9, Lot 9 and Block 10, Lot 9. See Below Image:



Below is the section of the code of ordinances that defines side yard setbacks:

### 2.4.5 Setbacks

- b. Minimum Side Yard: Building setbacks shall be five (5) feet; provided, however corner lots will be set back a minimum of seven and one half (7.5) feet from the street right-of-way.

Both lots are corner lots in this request, and both abut an alley street right-of-way. The lots adjacent in Block 11 have garages facing the side property lines of the Lots requesting this variance. The Planned Development District does not define streets or alleys, so the City reverts to the Zoning Ordinance definition. The Zoning Ordinance definition of Alleys is below:

Alley: A minor right-of-way that affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

This definition indicates that side setbacks for Big Sky Ranch shall be seven and a half feet (7.5') from the alley. Block 9, Lot 9 and Block 10 Lot 9 both have a seven and a half foot (7.5') Building Line Setback and a ten foot (10') Public Utility Easement.

Big Sky Ranch Planned Development District has a base zoning of SF-3, SF-3 side setbacks are listed below:

Minimum Side Yard Setback: Five feet (5'); corner lots - seven and one-half feet (7-1/2') from the street right-of-way.

Both the PDD and the City's Code of Ordinance outline a seven and a half foot (7.5') side setback for Corner Lots. The side setback for these lots also have a ten foot (10') Public Utility Easement for utilities. Exhibit 4 shows the intended utilities for all off Big Sky Ranch Phase 1.

The lots requesting the variance side façade of their home would be facing another residents garage (See Figure 1). The setback of 7.5 feet is already a small setback and limiting it further could lead to a safety issue. For example, the design of the lots could lead to residents driving into the side of the house when reversing out of their garage or while turning the corner into the alley. The alley Right of Way width is twenty feet (20') and the pavement width is seventeen feet (17').



Figure 1: Images of properties that have the required 7.5' setback.

**Surrounding Properties**

The current zoning and existing uses of the adjacent properties/lots to the north, south, east, and west are within the Planned Development District 11. The Development is a dense development that can develop with no more than 780 LUEs, for Tract 1 of the Development.

**Property History**

In 2018, City Council approved Annexation, Zoning, and the Preliminary Plat for the Big Sky Ranch Development. In 2019 the Big Sky Ranch Phase 1 Final Plat was approved by City Council. In 2020 the applicant had a minor modification that reduced the Building Width from 25 feet to 23.5 feet. When the applicant was applying for building permits, they discovered that Block 9 Lot 9 and Block 10 Lot 9 were unbuildable and unable to meet the Planned Development District and City Code of Ordinances requirements for Building Width and Side setbacks. Thus, the applicant is applying to encroach within the Building Line setbacks and PUE so that they can meet the building width requirement.

**Approval Criteria for Variances (2.22.2-Zoning Ordinance)**

Approval Criteria	Staff Comments
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	<p>There are not special circumstances or conditions that would deprive the applicant of reasonable use of the land, although there would not be the ability to build a home on each lot. Alternative uses that could benefit the development could be placed on the property, such as open space.</p>
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and By preserving the natural features and topography of the land; and	<p>Currently the property is owned by Meritage homes that is developing the entire subdivision, so the variance is not necessary for preservation and enjoyment of the property or subdivision as a whole.</p>
3. the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and	<p>The variance will be detrimental to the safety of the lots due to adjacent properties potentially reversing into the structure or hitting the side of the lot. Lots similar to these lots in the subdivision also have A/C units within the setback, which is allowed by code, that could be</p>

# Planning Department Staff Report

	closer to the property line if the setback is reduced.
4. the granting of the variance constitutes a minimal departure from this Chapter; and	The granting of this variance could be considered minimal from the Chapter 30, Exhibit B, Planned Development District 10, 2.4.5 (b), because it will reduce the setback by just 2.5’ but 2.5’ in this instance can be a major departure due to safety of the lots and surrounding lots. 7.5’ is the smallest setback for Main buildings that the City has for residential lots that abut a street.
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	This is a self-imposed hardship the applicant was aware of the size of the house to be built and the setbacks put in place by the PDD.
6. Granting the variance is in harmony with the spirit, general purpose, and intent of this Chapter so that: <ul style="list-style-type: none"> <li>a. the public health, safety and welfare may be secured; and</li> <li>b. that substantial justice may be done.</li> </ul>	The granting of this variance does not meet the intent of the code, which is to provide safety to the lots and surrounding lots.

## Summary and Recommendation

Based on the above findings Staff believe that the intent of the code is not being met, and that granting the variance will cause harm to the properties within the vicinity and the lots requesting the variance. **Staff recommends denial of the variance request.**

## Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the request.

## Meeting Schedule

Past Meetings:

- July 28, 2020 Planning and Zoning Commission - Postponed
- August 11, 2020 Board of Adjustment/City Council – Postponed
- August 25, 2020 Planning and Zoning Commission - Postponed

Next Meetings:

- September 8, 2020 Board of Adjustment/City Council

## Attachments

- Exhibit 1 – Variance Application
- Exhibit 2 – Image of Lots
- Exhibit 3 – Example Plot Plan

# Planning Department Staff Report

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Exhibit 4 – PEC and Texas Gas Utilities distribution

Exhibit 5 – Big Sky Ranch Phase 1 recorded Final Plat

Exhibit 6 – Photos taken by staff

Exhibit 7 – BOA order draft

Recommended Action	Deny the variance
Alternatives/Options	approve the requested variance with staff and any additional conditions deemed necessary by City Council; approve the variance with no or alternate conditions.
Budget/Financial impact	N/A
Public comments	None received at this time
Enforcement Issues	N/A
Comprehensive Plan Element	N/A





### CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

## ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): \_\_\_\_\_

### CONTACT INFORMATION

---

PROPERTY OWNER NAME Meritage Homes (Rob Archer)  
8920 Business Park Drive, Suite 350  
STREET ADDRESS \_\_\_\_\_  
Austin TX 78759  
CITY STATE ZIP CODE \_\_\_\_\_  
512 615-6432 rob.archer@meritagehomes.com  
PHONE EMAIL \_\_\_\_\_

---

APPLICANT NAME Christopher A. Reid, PE  
Doucet & Associates, Inc.  
COMPANY \_\_\_\_\_  
7401 B Hwy 71 West, Suite 160  
STREET ADDRESS \_\_\_\_\_  
Austin TX 78735  
CITY STATE ZIP CODE \_\_\_\_\_  
512 583-2600 creid@doucetengineers.com  
PHONE EMAIL \_\_\_\_\_

APPLICATION TYPE

ALTERNATIVE STANDARD                       VARIANCE

SPECIAL EXCEPTION                               WAIVER

<b>PROPERTY INFORMATION</b>	
PROJECT NAME	Big Sky Ranch - Phase 1
PROPERTY ADDRESS	133 Dome Peak Terrace and 159 Delaware Mountains Terrace
CURRENT LEGAL DESCRIPTION	Lot 9 Block 9 and Lot 9, Block 10, Big Sky Ranch, Phase 1
TAX ID#	
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION <input type="checkbox"/> HISTORIC DISTRICT OVERLAY

o Description of request & reference to section of the Code of Ordinances applicable to request: Ordinance No. 2018-24 (PDD No. 10) 2.4.5b requires side yard building setbacks of 5 feet and street side yard building setbacks of 7.5 feet from the street ROW on corner lots. Additionally, the plat notes prescribe a 10 foot set back from streets for PUEs. We are requesting a variance (i) to encroach 2.5 feet into the 7.5 foot building setbacks from the street ROW on corner lots and (ii) to encroach 5 feet into the 10 foot PUEs. These are the only 2 lots in Phase 1 that have this issue.

o Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:

See attached.

o Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

This project does not exceed Code requirements. It is our opinion that granting this variance to encroach into the 7.5-foot building setback gives the 2 lots parity with all of the neighboring lots, and further, will not alter the intent of PDD No. 10 nor change the character of the neighborhood or the zoning district.

The 10-foot PUEs on the alley side of the lots are unnecessary; no utilities have been or will be placed within them.

**Description of the hardship or reasons the Alternative Standard/Special Exception / Variance/ Waiver is being requested:**

When PDD #10 was created, it did not include a definition of an alley. This was an oversight. Because of this omission, the 7.5 foot building setback from a street ROW on corner lots applies to two sides of these 2 lots since they are on the corner of a street and an alley. The front of each of these 2 lots facing the street has the 10 foot setback. However, it was not anticipated that the 7.5 foot setback would apply to a lot that has an alley on its side yard. Instead, it was thought that the 5 foot side yard setback would apply. Additionally, these lots have a 10 foot PUE that also runs along the side yard where the alley is located. No utilities or service connections exist within these PUEs – these PUEs are and will remain free of utilities. The utility services for these two lots are located in the PUEs that run along the front of the lots, not their sides.

Enforcement of the 7.5 foot setback leaves only a 21'-6" wide building envelope for each lot, which is too small for the 23'-6" wide Meritage home product. On these two blocks, houses are already under construction and most are completed and sold, so there is no way to alter the boundaries of the remaining lots on these blocks. Regarding parkland, Meritage has exceeded the code requirement for parkland. Per the City's code, the project is required to have 31.2 acres of parkland; 44.8 acres of total private and public parkland have been provided, plus an additional 4.1 acres was donated to the City for Founders Park (total of 48.9 acres of park). The total Parkland credits for the project are 35.7 acres which exceeds the requirement by 4.5 acres.



November 6, 2019

City of Dripping Springs  
Public Works and Development Department  
511 Mercer Street  
Dripping Springs, TX 78620

Re: Agent Authorization letter  
Big Sky Ranch Subdivision  
200 acres, Dripping Springs, Texas

To Whom It May Concern:

As the owner of the 200-acre tract out of the Phillip A. Smith Survey No. 26, Abstract No. 415 per Warranty Deed (Volume 171, Page 229, Hays County, Texas), I am hereby granting Doucet & Associates, Inc. the right to act as Authorized Agents on development applications associated with this property. This includes, but is not limited to, Subdivision Platting and Construction Documents, Site Development, and related applications as may be required.

Please contact me if you have any questions.

Matthew Scrivener

A handwritten signature in blue ink, appearing to read "Matthew Scrivener", written over a horizontal line.

Matthew Scrivener

Meritage Homes of Texas, LLC

11.7.19

Date

Setting the standard for energy-efficient homes™

8920 Business Park Drive, Suite 350 | Austin, TX 78759 | p. 512.610.4800 | f. 512.610.6750

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

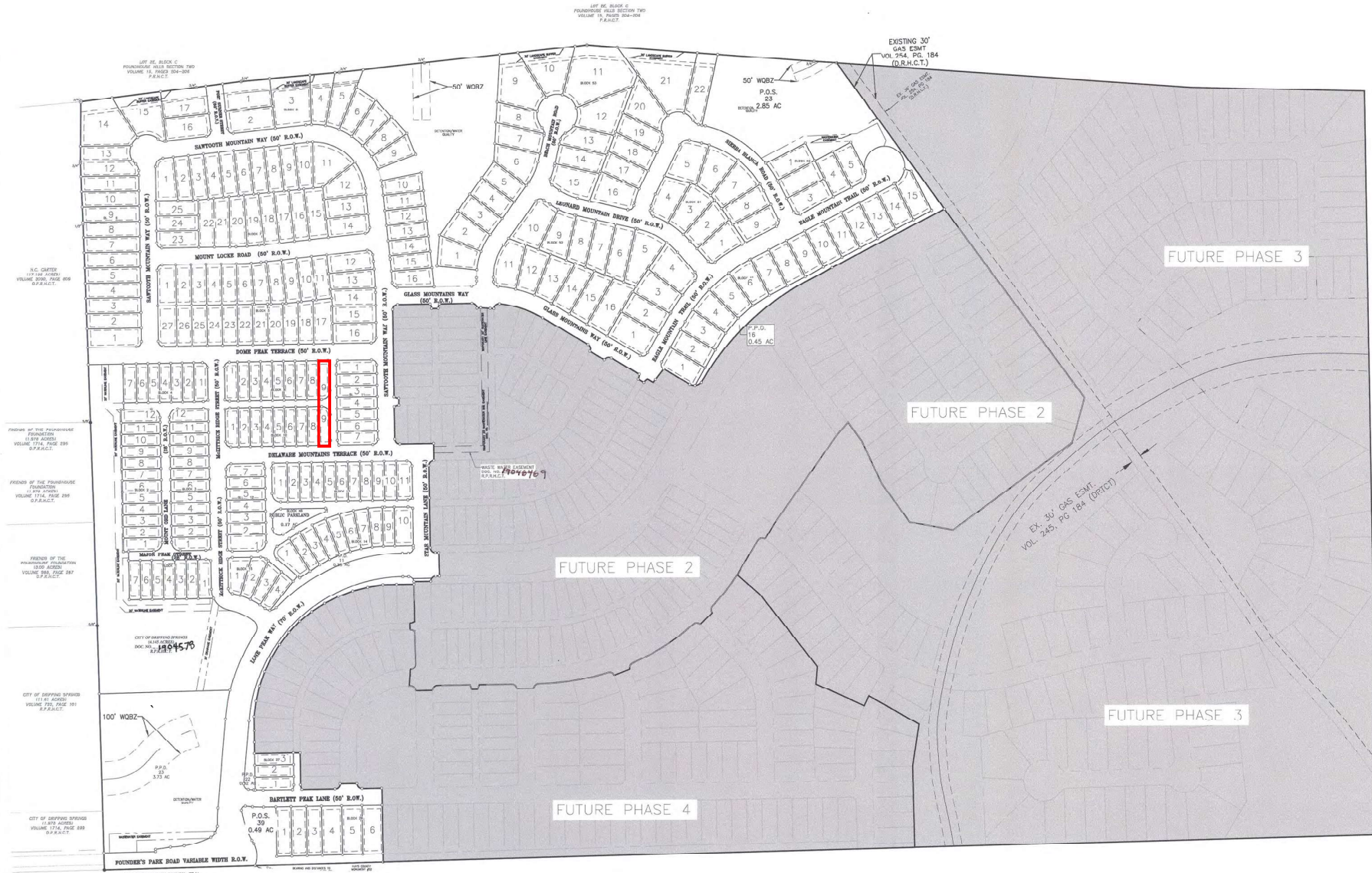
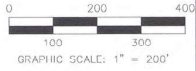
Christopher A. Kreis  
Applicant Signature

8-17-20  
Date

CHECKLIST		
STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input type="checkbox"/>	PDF/Digital Copies of all submitted documents
<input type="checkbox"/>	<input type="checkbox"/>	<b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input type="checkbox"/>	Photographs
<input type="checkbox"/>	<input type="checkbox"/>	Map/Site Plan/Plat
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevations (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Description and reason for request ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign - \$25
<input type="checkbox"/>	<input type="checkbox"/>	Proof of Property Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)

# FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

Item # 14.



	SITE DATA TABLE										IMPERVIOUS COVER				PARKLAND					TOTAL (not including SWAP)
	SITE AREA (AC)	Type A RESIDENTIAL LOTS	Type B RESIDENTIAL LOTS	Type C RESIDENTIAL LOTS	RESIDENTIAL LOTS	COLLECTOR ROAD (LF)	LOCAL ROAD (LF)	ALLEYS (LF)	STREFT/SIDWALK I.C. (AC)	L.U.E.'s	LOTS I.C. (AC)	Amenity Center & Misc.	IMPERVIOUS COVER (AC)	IMPERVIOUS COVER (%)	Public Parkland	Private Open Space	Private Parkland	Parkland Swap		
REQUIRED	200.40																		31.20	
ALLOWABLE					780					Average Lot Size 6,641 SF (0.15 AC)			100.20	50.00%	(credit for 50%)	(credit for 50%)	(credit for 0%)			
PHASE ONE	69.82	98	88	70	756	1580	10158	2557	11.55	256	17.09	0.20	28.84	4.11	7.14	0.00	4.15	7.68		
TOTAL	200.40												28.84	14.39%	4.11	7.14	0.00	4.15	7.68	

DRIPPING SPRINGS, HAYS COUNTY, TEXAS

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Planning - Geospatial  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.doucetengineers.com  
 TBPLS Firm #10105800 / TBPE Firm #3937

Date:	12/11/2019
Scale:	1"=200'
Drawn by:	JWF
Reviewed by:	GC
Project:	1601-009
Sheet:	110

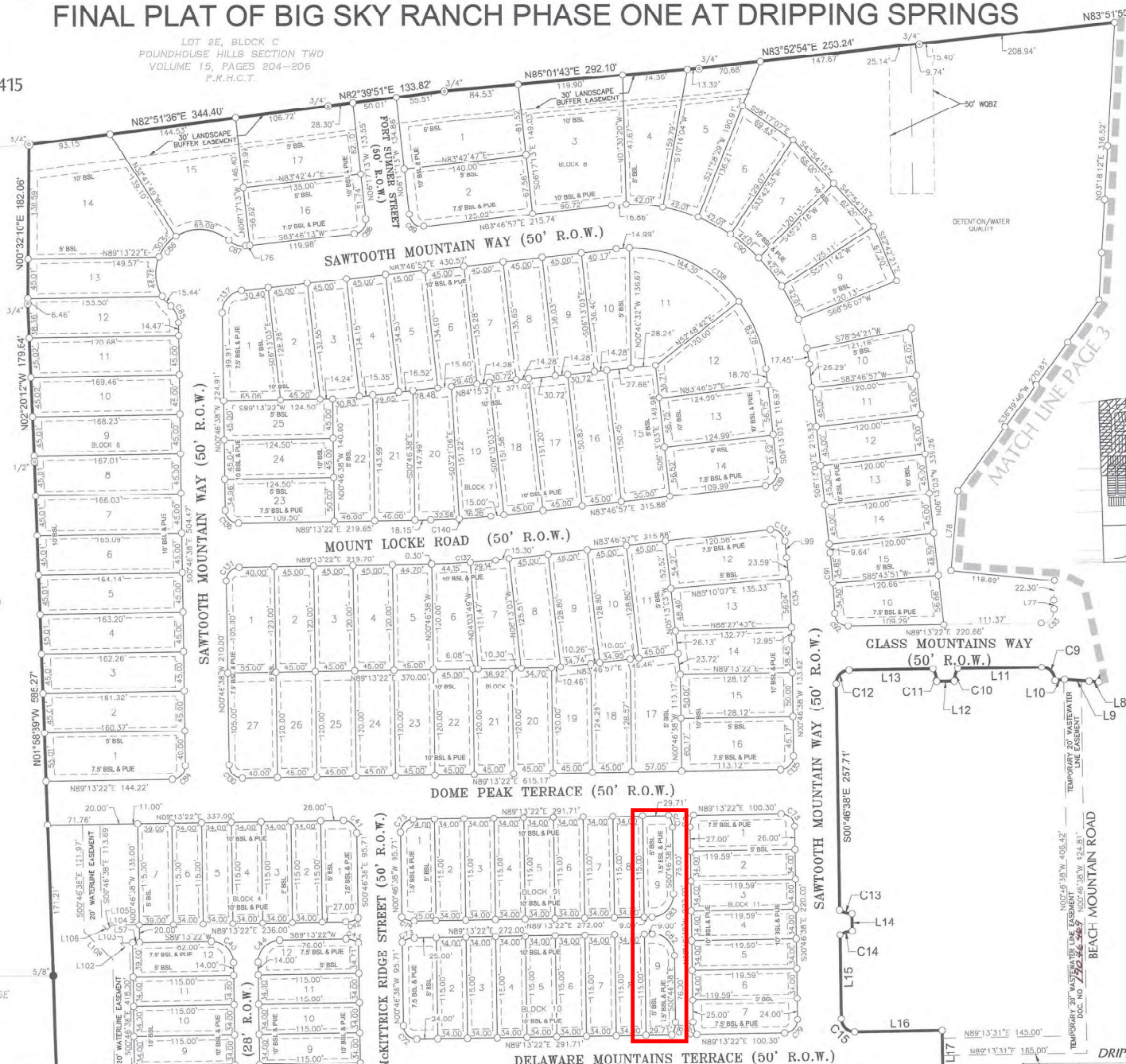
X:\Department\Engineering\Projects\1601-009 Big Sky Ranch - Item 14\DWG\Map\Working\1601-009\_PLAT\_FINAL.dwg

THE PHILLIP A. SMITH LEAGUE, SURVEY #26, ABSTRACT NUMBER 415

# FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

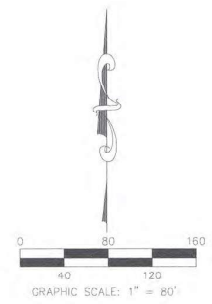
LOT 2E, BLOCK C  
POUNDFHOUSE HILLS SECTION TWO  
VOLUME 15, PAGES 204-206  
P.R.H.C.T.

Item # 14.



H.C. CARTER  
(17,185 ACRES)  
VOLUME 9030, PAGE 009  
O.P.R.H.C.T.

FRIENDS OF THE POUNDFHOUSE FOUNDATION  
(1,978 ACRES)  
VOLUME 1714, PAGE 295  
O.P.R.H.C.T.



LEGEND	
	PROPERTY LINE
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	DRAINAGE EASEMENT LINE
	1/2" IRON ROD WITH "DOUCET" CAP SET
	1/2" IRON ROD WITH "DOUCET" CAP FOUND (UNLESS NOTED)
	1/2-INCH IRON PIPE FOUND (UNLESS NOTED)
	P.O.B. POINT OF BEGINNING
	VOLUME
	BOOK
	PAGE
	D.E. DRAINAGE EASEMENT
	R.O.W. RIGHT-OF-WAY
	P.R.H.C.T. PLAT RECORDS, HAYS COUNTY, TEXAS
	O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
	D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS
	P.P.D. PUBLIC PARK DISTRICT
	P.O.S. PRIVATE OPEN SPACE

DRIPPING SPRINGS, HAYS COUNTY, TEXAS

**DA DOUCET & ASSOCIATES**  
Civil engineering - Planning - Geospatial  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
www.doucetengineers.com  
TBPLS Firm #10105800 / TBPE Firm #3937

Date: 12/11/2019  
Scale: 1"=80'  
Drawn by: JWF  
Reviewed: GC  
Project: 1601-009

# FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

Item # 14.

### OWNER'S ACKNOWLEDGMENT:

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

KNOW ALL ME BY THESE PRESENTS:

THAT MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, BEING THE OWNER OF 186.25 ACRES IN THE PHILLIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415 IN HAYS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 18036374 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 69.820 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS

### FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 11<sup>th</sup> DAY OF DECEMBER, A.D. 2019.

*Matthew Scrivener*  
MATTHEW SCRIVENER  
MERITAGE HOMES

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND THE STATE, ON THIS DAY PERSONALLY APPEARED MATTHEW SCRIVENER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 11<sup>th</sup> DAY OF DECEMBER, A.D. 2019.

*Meranda S Perkins*  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



### OWNER'S ACKNOWLEDGMENT:

THE STATE OF TEXAS  
THE COUNTY OF HAYS

KNOW ALL ME BY THESE PRESENTS:

THAT THE CITY OF DRIPPING SPRINGS, BEING THE OWNER OF 4.15 ACRES IN THE PHILLIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415 IN HAYS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 19045270 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 12 DAY OF December, A.D. 2019.

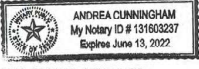
*Todd Purcell*  
TODD PURCELL  
MAYOR, CITY OF DRIPPING SPRINGS

THE STATE OF TEXAS  
THE COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND THE STATE, ON THIS DAY PERSONALLY APPEARED TODD PURCELL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 12 DAY OF December, A.D. 2019.

*Andrea Cunningham*  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



### FINAL PLAT NOTES:

- THIS FINAL PLAT IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS CITY LIMITS.
- THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS PLAT IS LOCATED WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- ACCESS TO AND FROM LOT OR LOTS SHALL NOT BE PERMITTED FROM ONE STREET.
- NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON MAP NUMBER 48206C0105F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- WATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE DRIPPING SPRINGS WATER SUPPLY CORPORATION.
- ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF DRIPPING SPRINGS.
- ELECTRIC SERVICE WILL BE PROVIDED BY THE FERNANDES ELECTRIC COOPERATIVE.
- TELEPHONE SERVICE WILL BE PROVIDED BY SPECTRUM.
- GAS SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICES.
- MINIMUM REAR SETBACK SHALL BE 10'
- MINIMUM FRONT SETBACK SHALL BE 10'
- MINIMUM INTERIOR SIDE YARD SETBACKS SHALL BE 5'
- MINIMUM SIDE YARD SETBACKS ADJACENT TO A PUBLIC STREET SHALL BE 7.5'
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF DRIPPING SPRINGS AND HAYS COUNTY DEVELOPMENT REGULATIONS AS AMENDED BY PPD NO.10.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED ORGANIZED WASTEWATER SYSTEM.
- NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED ACCORDING TO THE CITY OF DRIPPING SPRINGS.
- NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF DRIPPING SPRINGS.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE CITY RIGHT-OF-WAY HAS BEEN ISSUED.
- DEVELOPMENT AND RESTRICTIONS WITHIN THE CITY OF DRIPPING SPRINGS AND TCEQ WATER QUALITY BUFFER ZONES ARE LIMITED TO THOSE LISTED IN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY'S (TCEQ'S) OPTIONAL ENHANCED MEASURES FOR THE PROTECTION OF WATER QUALITY IN THE EDWARDS AQUIFER (REVISED) OR AS PERMITTED BY THE TCEQ AND IN COMPLIANCE WITH THE CITY OF DRIPPING SPRINGS WATER QUALITY PROTECTION ORDINANCE.
- TWO SHADE TREES WILL BE REQUIRED FOR EACH RESIDENTIAL LOT PER THE CITY OF DRIPPING SPRINGS LANDSCAPE ORDINANCE.
- THE HOMEOWNERS ASSOCIATION FOR THE DEVELOPMENT WILL TAKE OWNERSHIP OF AND BE RESPONSIBLE FOR MAINTENANCE OF THE PRIVATE PARK.
- THE HOMEOWNERS ASSOCIATION FOR THE DEVELOPMENT WILL TAKE OWNERSHIP OF AND BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF ALL STORM WATER DETENTION AND WATER QUALITY PONDS.
- THIS DEVELOPMENT IS SUBJECT TO DRIPPING SPRINGS ORDINANCE 2018-24, PLANNED DEVELOPMENT DISTRICT NO. 10-BIG SKY.
- ALL PROPOSED COLLECTOR STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG BOTH SIDES OF THE STREET.
- ALL PROPOSED LOCAL STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
- OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS AND DRAINAGE EASEMENTS (EXCLUDING PUBLIC PARKLANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
- A 10 FT. PUBLIC UTILITY EASEMENT ADJACENT TO ALL PUBLIC STREETS IS HEREBY DEDICATED.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING, THAT OBSTRUCT OR LIMIT FLOW SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- STREET LIGHTING WILL COMPLY WITH LIGHTING ORDINANCE [SRDA 3.11].
- PARK AND DEDICATION REQUIREMENTS HAVE BEEN SATISFIED WITHIN THIS DEVELOPMENT THROUGH A COMBINATION OF PRIVATE AND PUBLIC PARK LAND AND OPEN SPACE.
- ALL ELECTRICAL, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT.
- 30' LANDSCAPE BUFFER EASEMENT ALONG LOTS 14, 15, 17 BLOCK G, LOTS 1, 3, 4, 5 BLOCK B, LOTS 9, 10, 11, 21, 22 BLOCK 53, IS TO REMAIN UNTOUCHED NATIVE VEGETATION.
- LOT 8, BLOCK 1, IS DEDEDICATED TO THE CITY OF DRIPPING SPRINGS AS DEDICATED PARKLAND TO MEET THE TEXAS PARKS AND WILDLIFE DEPARTMENT CONVERSION REQUIREMENTS, AS AGREED TO IN THE BIG SKY RANCH DEVELOPMENT AGREEMENT PER DEC NO. 180251021 O.P.R.H.C.

### DEVELOPMENT NOTE:

THIS DEVELOPMENT IS SUBJECT TO ORDINANCE 2018-24 PPD No. 10 BIG SKY (OCT 9, 2018)

### ENVIRONMENTAL NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE CITY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY; RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER SOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SANITARY SEWER SYSTEM OR TO AN INDIVIDUAL ON-SITE SEWAGE FACILITY WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF DRIPPING SPRINGS ENVIRONMENTAL HEALTH DEPARTMENT. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MADE.

*Chad Gilpin*  
CHAD GILPIN  
CITY ENGINEER

12-11-19  
DATE

STATE OF TEXAS  
CITY OF DRIPPING SPRINGS  
HAYS COUNTY, TEXAS

BIG SKY RANCH PHASE ONE, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT OF ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09, AND IS HEREBY APPROVED ADMINISTRATIVELY.

*Michelle Fischer*  
MICHELLE FISCHER, CITY ADMINISTRATOR OF DRIPPING SPRINGS

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW BY ALL MEN THESE PRESENTS: THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS, TEXAS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE, AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

*Garrett Cavaliolo* 12/11/19  
GARRETT CAVAILOLO  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6714  
DOUCET & ASSOCIATES, INC.  
GCVAILOLO@DOUCETENGINEERS.COM



STATE OF TEXAS  
COUNTY OF TRAVIS

I, JENNIFER J. PAISLEY, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD ZONE AREA AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48559C 0105F, EFFECTIVE DATE SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, CHANNELIZED AND CONCENTRATED STORM WATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR DRAINAGE EASEMENTS AND DRAINAGE LOTS SHOWN ON THE ATTACHED PLAT.

*Jennifer J. Paisley* 11 December 2019  
JENNIFER J. PAISLEY  
LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS NO. 91100



STATE OF TEXAS  
COUNTY OF HAYS

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR

RECORD IN MY OFFICE ON THE 27 DAY OF January, A.D. 2020 AT 11:41 O'CLOCK A. M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN

BOOK: 20003043

WITNESS MY SEAL OF OFFICE, THIS THE 27 DAY OF January, A.D. 2020.

*Elaine H. Cardenas by De S. Min, Deputy*  
ELAINE HANSON CARDENAS, MBR, PHD, COUNTY CLERK  
HAYS COUNTY, TEXAS



DRIPPING SPRINGS, HAYS COUNTY, TEXAS

<p><b>DOUCET &amp; ASSOCIATES</b> Civil Engineering - Planning - Geospatial 7401 B. Highway 71 W. Suite 160 Austin, Texas 78735, Phone: (512)-583-2600 www.doucetengineers.com TBPLS Firm #10105800 / TBPE Firm #3937</p>	Date: 12/11/2019
	Scale:
	Drawn by: jmh
	Reviewed: GC
	Project: 1691-002
	112



# PLOT PLAN

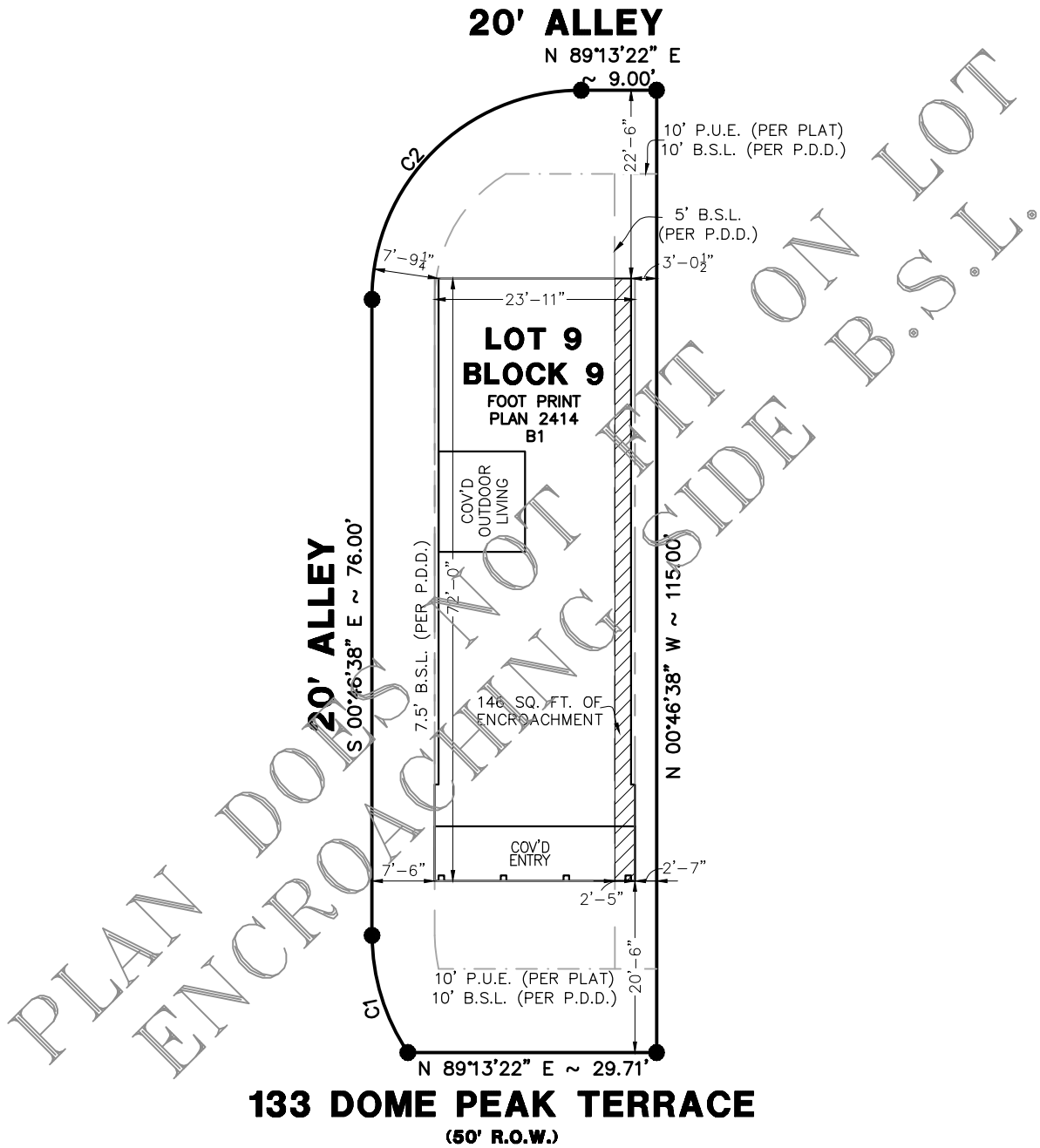
Item # 14.

LEGEND	
SYMBOLS	DESCRIPTION
—	BOUNDARY LINE
- - -	EASEMENT LINE
— · —	BUILDING LINE
●	PROPERTY PIN
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.D.D.	PLANNED DEVELOPMENT DISTRICT

TREE NOTE:  
TREES SHALL BE IN THE FRONT OF A RESIDENTIAL LOT, INCLUDING AT LEAST ONE (1) REQUIRED TREE PLANTED IN THE FRONT YARD. PDD 10 REQUIRES TWO 3-INCH TREES.



SCALE: 1" = 20'



## 133 DOME PEAK TERRACE (50' R.O.W.)

CURVE	RADIUS	CHORD DIRECTION	CHORD LENGTH	ARC LENGTH
C1	25.00'	N 17°48'19" W	14.64'	14.86'
C2	25.00'	S 44°13'22" W	35.36'	39.27'

• SIDEWALKS PER CITY OR SUBDIVISION REQUIREMENTS  
 A.T.S. JOB#: 20051154s • SIZE, SHAPE, AND LOCATION OF DRIVEWAY TO BE VERIFIED BY BUILDER  
 Path: Projects\Meritage\BigSkyRanch1\PlotPlans\PlotPlans\P-009-009-BSR-1.dwg

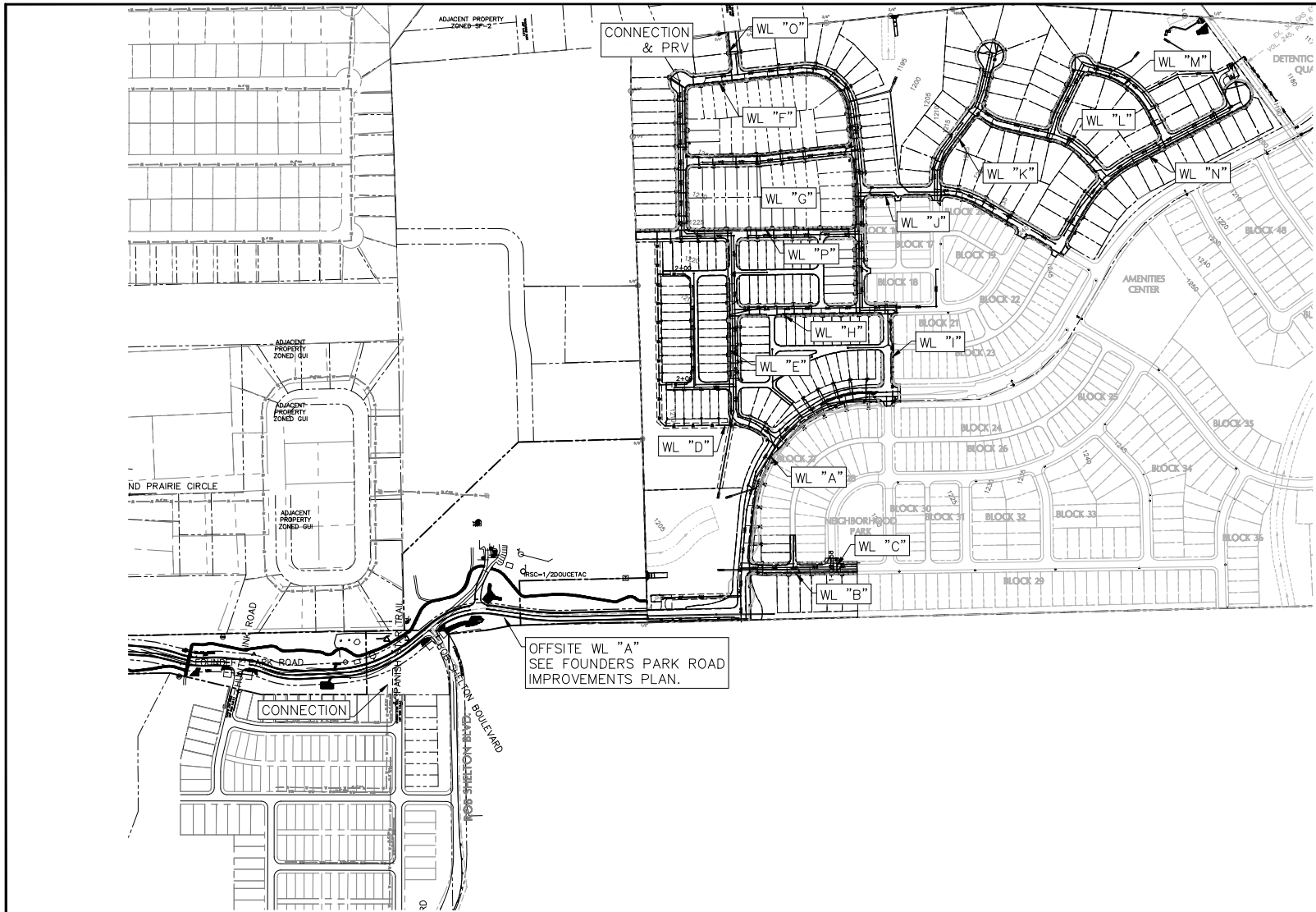
## MERITAGE HOMES

133 DOME PEAK TERRACE  
 LOT: 9, BLOCK: 9  
 FINAL PLAT OF BIG SKY RANCH  
 PHASE ONE AT DRIPPING SPRINGS  
 HAYS COUNTY, TEXAS

BUILDER SHALL LOCATE AND VERIFY ALL DIMENSIONS, BUILDING SETBACKS, EASEMENTS AND BUILDING PLACEMENTS OR COMPLIANCE WITH ALL ORDINANCES AND RESTRICTIONS, AND SHALL NOTIFY THIS OFFICE OF ANY ERRORS, OMISSIONS OR DISCREPANCIES PRIOR TO THE ONSET OF CONSTRUCTION. THIS PLOT PLAN HAS BEEN DRAWN BASED ON INFORMATION GIVEN ON THE PLAT PROVIDED BY THE BUILDER AND IS SUBJECT TO ANY AND ALL BUILDING LINES, EASEMENTS AND RESTRICTIONS NOT SHOWN HERE.

DATE ISSUED			
5/20/2020			
REVISIONS			
NO.	DATE	REASON	BY
DRAWN BY:		CHECKED BY:	
MZ		CB	

**ATS**  
 www.ats-engineers.com  
**Engineers  
 Inspectors  
 & Surveyors**  
 TBPLS Firm Reg. #10126000  
 4910 WEST HWY 290  
 AUSTIN, TEXAS 78  
 (512) 328-6995  
 FAX: (512) 328-6999



**LEGEND**

- IRON ROD FOUND
- FIRE HYDRANT
- SIGN
- ⊕ POWER POLE
- ⊖ DOWN OUT
- SUBDIVISION BOUNDARY
- - - LOT LINES
- - - EASEMENTS
- - - PROPOSED RIGHT OF WAY
- - - PROPOSED FACE OF CURB
- - - PROPOSED SIDEWALK
- - - EXISTING CONTOURS
- WATER SERVICE
- WASTEWATER SERVICE

**WATER LINE LENGTH TABLE**

LINE	LF	SIZE	TYPE
A	1638.39	12"	AWA C900 DR14
B	419.00	8"	AWA C900 DR14
C	57.52	8"	AWA C900 DR14
D	1251.54	8"	AWA C900 DR14
E	767.00	8"	AWA C900 DR14
F	2074.45	8"	AWA C900 DR14
G	645.99	8"	AWA C900 DR14
H	658.26	8"	AWA C900 DR14
I	351.68	8"	AWA C900 DR14
J	878.90	8"	AWA C900 DR14
K	380.04	8"	AWA C900 DR14
L	269.03	6"	AWA C900 DR14
M	592.05	8"	AWA C900 DR14
N	806.75	8"	AWA C900 DR14
O	701.00	8"	AWA C900 DR14
P	308.56	6"	AWA C900 DR14
Q	193.83	8"	AWA C900 DR14
R	859.80	8"	AWA C900 DR14

OFFSITE WL "A"  
SEE FOUNDERS PARK ROAD  
IMPROVEMENTS PLAN.

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Eminent - Surveying - Mapping  
7401 B. Highway 71 W. Suite 140  
Dripping Springs, TX 78620  
Tel: (512) 588-2600  
www.doucetengr.com  
Firm Registration Number: 3137

**OVERALL WATER  
LAYOUT PLAN**

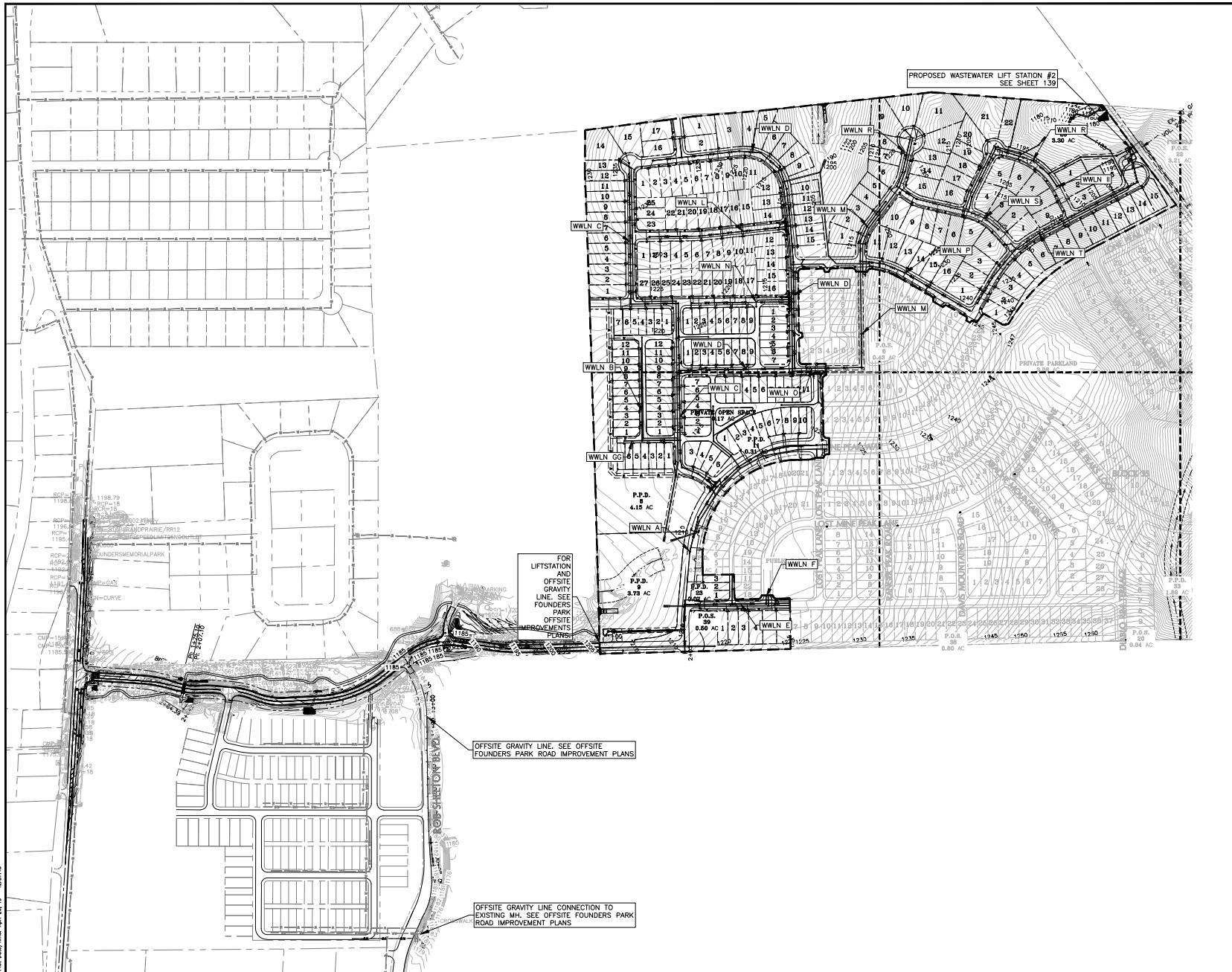
**BIG SKY RANCH  
PHASE ONE PLAN  
DRIPPING SPRINGS, TX**

Designed by: AD & JB  
Checked by: AD & JB  
Date: 2/8/2019

**SHEET  
143  
OF 175**

Project No: 1691-002

Drawing: P:\1691-002\1691-002.dwg  
User: JPAISLEY  
Plot Date/Time: Mar 26, 19 - 2:12:13



**LEGEND**

- IRON ROD FOUND
- FIRE HYDRANT
- ⊕ SIGN
- ⊕ POWER POLE
- ⊕ DOWN GUY
- ⊕ SUBDIVISION BOUNDARY
- LOT LINES
- EASEMENTS
- PROPOSED RIGHT OF WAY
- PROPOSED FACE OF CURB
- PROPOSED SIDEWALK
- EXISTING CONTOURS
- WATER SERVICE
- WASTEWATER SERVICE
- WATER LINE
- WASTEWATER LINE
- STORM SEWER LINE

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Easements - Surveying/Mapping  
 7401 B. Highway 71 W. Suite 140  
 Driggs, MT 59717 Tel: (406) 672-588-2400  
 www.doucetengineers.com  
 Firm Registration Number: 3373

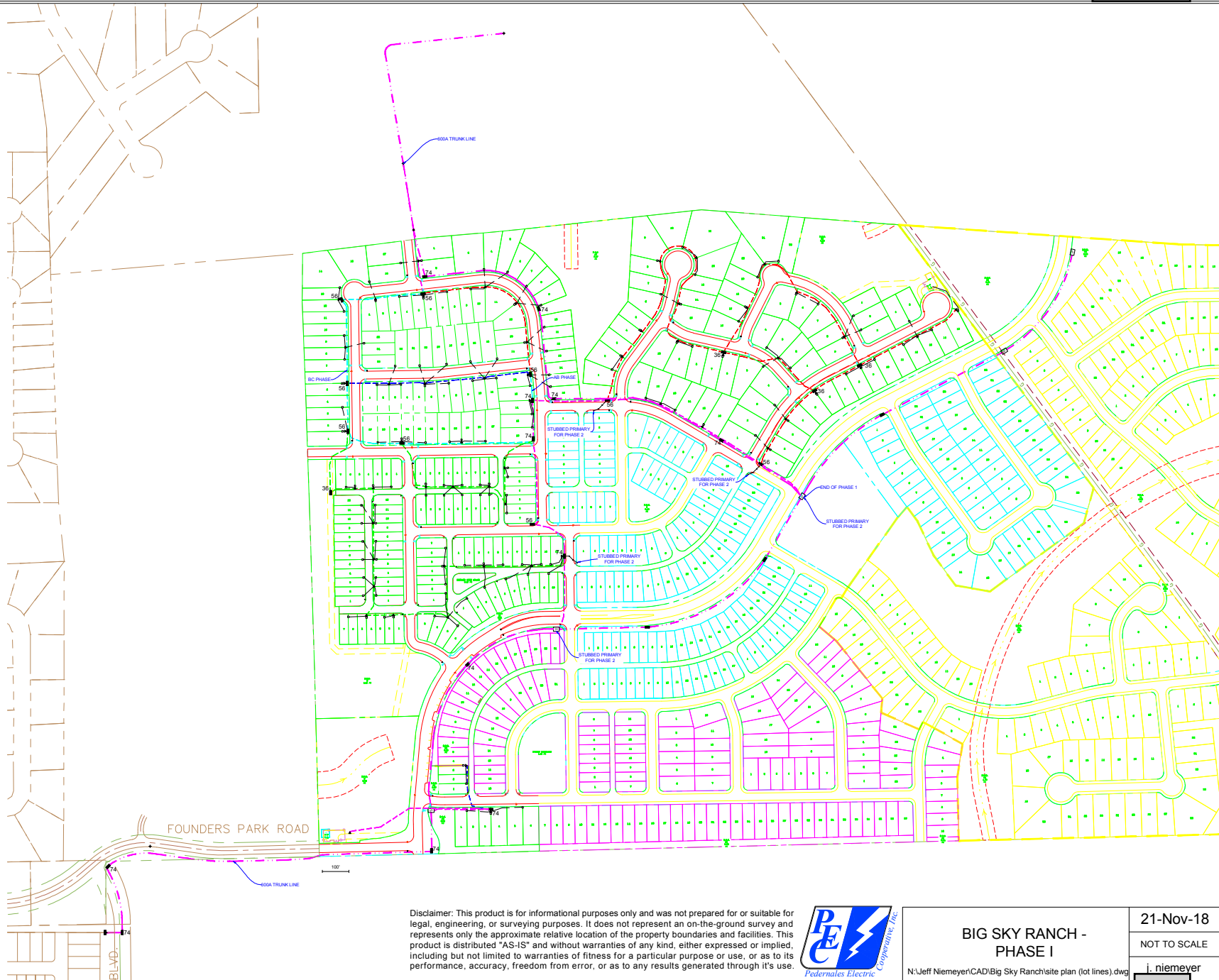
**OVERALL  
 WASTEWATER  
 LAYOUT PLAN**

**BIG SKY RANCH  
 PHASE ONE PLAN  
 DRIPPINGS SPRINGS, TX**

STATE OF TEXAS  
 JENNIFER J. PAISLEY  
 91109  
 (Seal)  
 PAISLEY  
 4-24-2019

Designed by  
 Drawn: AD & JSB  
 Checked: JP  
 Date: 2/8/2019  
**SHEET**  
**113**  
**OF 175**  
 Project No: 1691-002

Drawing: P:\1691-002\DWG\WWS\WWS.dwg  
 User: jpa  
 Date: 2/8/2019 10:23:24  
 Plot Date/Time: 2/8/2019 10:23:18



**LEGEND**

- Proposed 200A Primary
- Proposed 600A Primary
- Secondary
- ▲ Transformer
- Primary Enclosure
- SG Switch Gear
- Secondary Pedestal

**Phasing**

- A phase
- B phase
- C phase
- AB / BC phase
- ABC phase

Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of the property boundaries and facilities. This product is distributed "AS-IS" and without warranties of any kind, either expressed or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through it's use.



<p><b>BIG SKY RANCH - PHASE I</b></p> <p>N:\Jeff Niemeier\CAD\Big Sky Ranch\site plan (lot lines).dwg</p>	<p>21-Nov-18</p> <p>NOT TO SCALE</p> <p>j. niemeier</p>
---	---

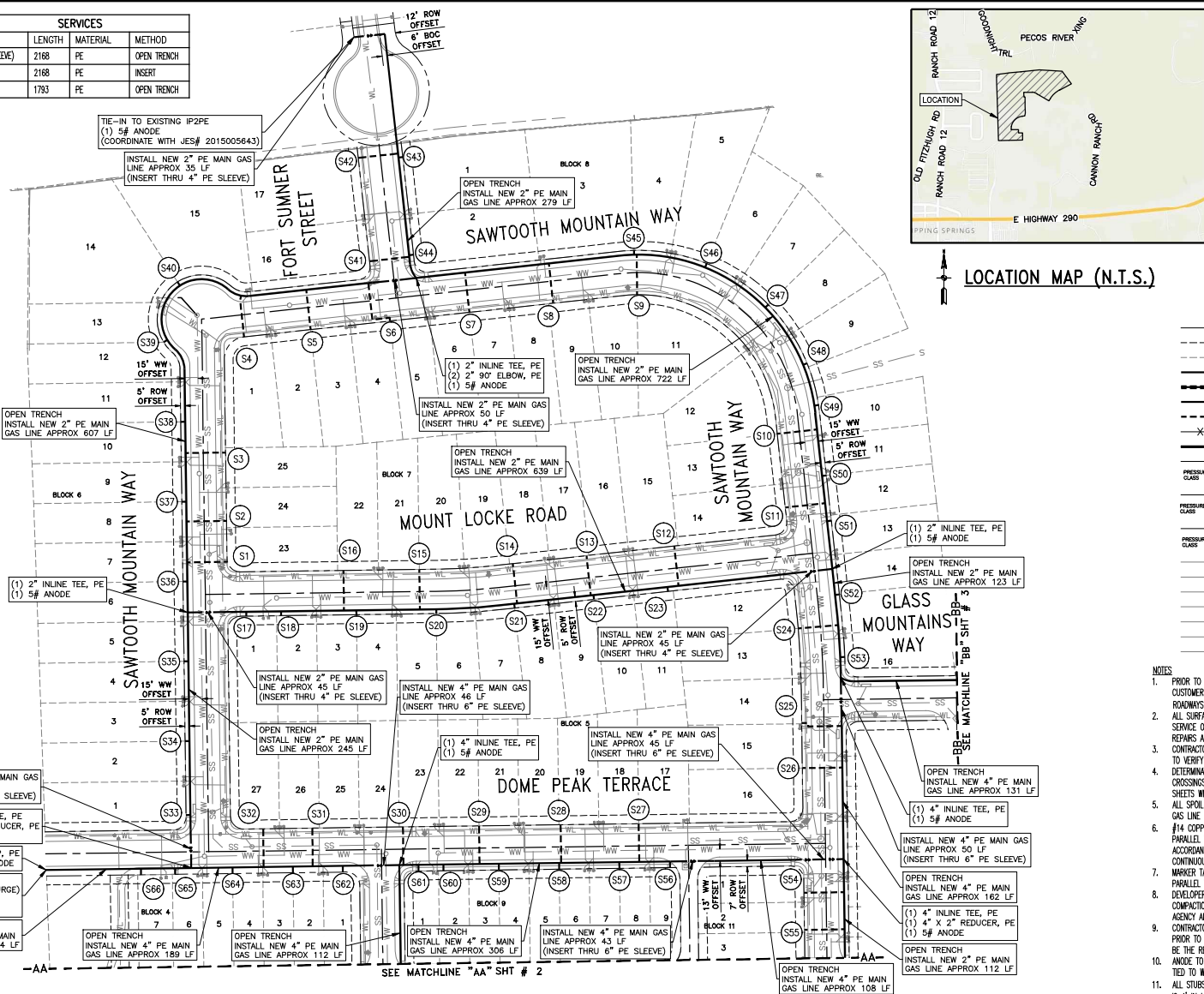
MWO # 2019-1000350875  
CUE # 16235

MAINS			
SIZE	LENGTH	MATERIAL	METHOD
10" SLEEVE	94	PE	OPEN TRENCH
6"	94	PE	INSERT
6"	1494	PE	OPEN TRENCH
6" SLEEVE	563	PE	OPEN TRENCH
4"	563	PE	INSERT
4"	2854	PE	OPEN TRENCH
4" SLEEVE	740	PE	OPEN TRENCH
2"	740	PE	INSERT
2"	7090	PE	OPEN TRENCH

TOTAL SERVICES = 168  
TOTAL LOTS = 261

FITTINGS			
QUANTITY	SIZE	TYPE	
3	6"	INLINE TEE, PE	
9	4"	INLINE TEE, PE	
9	2"	INLINE TEE, PE	
2	6" X 4"	REDUCER, PE	
7	4" X 2"	REDUCER, PE	
2	6"	CAP, PE	
3	4"	CAP, PE	
6	2"	CAP, PE	
34	5#	ANODE	
4	4"	90° ELBOW, PE	
16	2"	90° ELBOW, PE	
12835	14 GAUGE	TRACER WIRE (MAIN)	
5641	14 GAUGE	TRACER WIRE (SERVICE)	
75	3/4"	SERIES 7000 EPV	
93	3/4"	SERIES 1800 EPV	
2	6" X 3/4"	TAPPING TEE, PE (PURGE)	
3	4" X 3/4"	TAPPING TEE, PE (PURGE)	
6	2" X 3/4"	TAPPING TEE, PE (PURGE)	
11	3/4" X 1"	RISER (PURGE)	
11	1"	FLUG (PURGE)	
168	3/4"	CAP, PE (SERVICE)	
6	6" X 3/4"	TAPPING TEE, PE (SERVICE)	
34	4" X 3/4"	TAPPING TEE, PE (SERVICE)	
128	2" X 3/4"	TAPPING TEE, PE (SERVICE)	

SERVICES			
SIZE	LENGTH	MATERIAL	METHOD
2" (SLEEVE)	2168	PE	OPEN TRENCH
3/4"	2168	PE	INSERT
3/4"	1793	PE	OPEN TRENCH



**LEGEND**

---	EXIST. ROW
---	EXIST. EASEMENT
---	EXIST. PROPERTY LINES
---	NEW GAS MAIN
---	NEW GAS MAIN BORE
---	NEW GAS MAIN INSERT
---	NEW SERVICE LINE
---	TO BE ABANDONED
---	PROJECT LOCATION
---	EXIST. HIGH PRESSURE LINE
---	EXIST. INTERMEDIATE PRESSURE LINE
---	EXIST. LOW PRESSURE LINE
---	ABANDONED GAS LINE
---	EXIST. WATER LINE
---	EXIST. WASTE WATER
---	EXIST. STORM SEWER
---	EXIST. OVERHEAD ELECTRIC
---	EXIST. UNDERGROUND ELECTRIC
---	EXIST. OVERHEAD TELEPHONE

- NOTES**
- PRIOR TO THE INSTALLATION OF T.G.S. OWNED GAS LINES, IT IS THE CUSTOMER'S RESPONSIBILITY TO GRADE ALL STREETS, ALLEYS, ROADWAYS OR EASEMENTS TO SUBGRADE, ± 50 FEET (6 INCHES). ALL SURFACE REPAIRS MADE ON PRIVATE PROPERTY BY TEXAS GAS SERVICE OR ITS AFFILIATES, WILL BE TEMPORARY. ALL PERMANENT REPAIRS ARE THE OWNERS RESPONSIBILITY.
  - CONTRACTOR TO CONTACT T.G.S. ENG. DEPT. PRIOR TO CONSTRUCTION TO VERIFY ASSIGNMENTS OF MAINS & SERVICES WHEN APPLICABLE. DETERMINATION OF GRADE FOR GAS MAINS AT STORM SEWER CROSSINGS TO BE DONE IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS WHEN APPLICABLE.
  - ALL SPOL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION.
  - #14 COPPER TRACER WIRE TO BE PLACED IN BOTTOM OF TRENCH PARALLEL TO MAINS & SERVICES. ALL WIRE JOINTS SHALL BE IN ACCORDANCE WITH T.G.S. STANDARDS. TRACER WIRE TO BE ONE CONTINUOUS UNIT.
  - MARKER TAPE TO BE INSTALLED 1 FOOT BELOW SUBGRADE & PARALLEL TO MAINS & SERVICES.
  - DEVELOPER OR ITS REPRESENTATIVE SHALL BE RESPONSIBLE FOR COMPACTON OF BACKFILL & REQUIRED TESTING IN ACCORDANCE WITH AGENCY AND TEXAS GAS SERVICE STANDARDS.
  - CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
  - ANODE TO BE INSTALLED TO TRACER WIRE. TRACER WIRE WILL NOT BE TIED TO WRAPPED STEEL MAIN.
  - ALL STUBS MUST BE MARKED BY A 4" POLYETHYLENE SLEEVE WHICH IS 4' IN LENGTH. THE SLEEVES CAN BE PICKED UP AT TEXAS GAS SERVICE, 5613 AVE F, AUSTIN, T.G.S. WILL REMOVE THE SLEEVE AT THE TIME OF YARD LINE INSTALLATION.
  - ALL BORES WILL BE DIRECTIONAL UNLESS OTHERWISE SPECIFIED.

**NOTES:**

- GAS MAIN TO BE INSTALLED AT A MINIMUM DEPTH OF 3-FT BELOW FINISHED GRADE.
- PRIOR TO R.O.W. MAIN INSTALLATION, TGS CONTRACTOR TO CONTACT CUSTOMER AND COORDINATE TIE-IN AT THE PROPERTY LOCATION.

**TGS INSPECTOR:**  
GAS MAIN TO BE INSTALLED AT MINIMUM DEPTH OF 4' BELOW ASPHALT ELEVATION AT LIP OF CURB.

PC CONTRACTOR INFORMATION:  
PHONE NO.

AGE OF P.E. PIPE MUST BE LESS THAN 2 YEARS PRIOR TO INSTALLATION

DEVELOPER IS RESPONSIBLE FOR STAKING SERVICE LOCATION

SHEET 1 OF 4

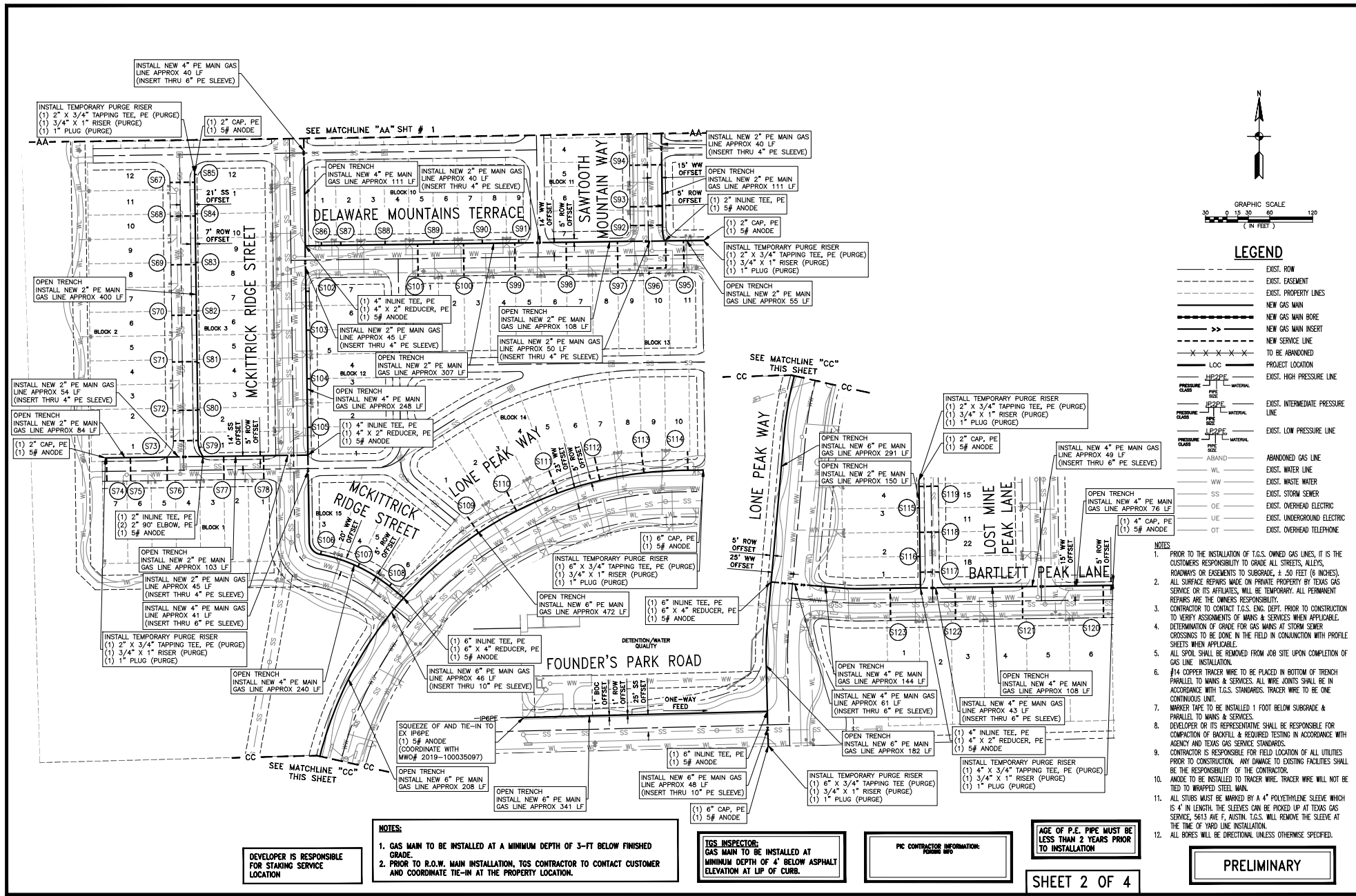
PRELIMINARY

THE RAILROAD COMMISSION OF TEXAS IS AUTHORIZED TO CONVEY TO THE PUBLIC THE LOCATION OF ALL PUBLIC PIPE BY POINT LINE AND TO CONVEY TO THE PUBLIC THE LOCATION OF ALL GAS LINES. THE LOCATION OF ALL GAS LINES SHALL BE AS SHOWN ON THIS PLAN. THE LOCATION OF ALL GAS LINES SHALL BE AS SHOWN ON THIS PLAN. THE LOCATION OF ALL GAS LINES SHALL BE AS SHOWN ON THIS PLAN.

DATE: 07/11/2019  
DRAWN BY: A. MEJIAZ  
CHECKED BY: T. FERRELL  
SCALE: SEE GRAPHIC

NEW MAIN AND SERVICES  
BIG SKY RANCH  
AUSTIN, TEXAS

MWO # 2019-1000350875  
CUE # 16235



**LEGEND**

---	EXIST. ROW
- - - -	EXIST. EASEMENT
- - - -	EXIST. PROPERTY LINES
---	NEW GAS MAIN
---	NEW GAS MAIN BORE
---	NEW GAS MAIN INSERT
---	NEW SERVICE LINE
---	TO BE ABANDONED
---	PROJECT LOCATION
---	EXIST. HIGH PRESSURE LINE
---	EXIST. INTERMEDIATE PRESSURE LINE
---	EXIST. LOW PRESSURE LINE
---	ABANDONED GAS LINE
---	EXIST. WATER LINE
---	EXIST. WASTE WATER
---	EXIST. STORM SEWER
---	EXIST. OVERHEAD ELECTRIC
---	EXIST. UNDERGROUND ELECTRIC
---	EXIST. OVERHEAD TELEPHONE

- NOTES**
- PRIOR TO THE INSTALLATION OF T.G.S. OWNED GAS LINES, IT IS THE CUSTOMER'S RESPONSIBILITY TO GRADE ALL STREETS, ALLEYS, ROADWAYS OR EASEMENTS TO SUBGRADE, ± 50 FEET (6 INCHES).
  - ALL SURFACE REPAIRS MADE ON PRIVATE PROPERTY BY TEXAS GAS SERVICE OR ITS AFFILIATES, WILL BE TEMPORARY. ALL PERMANENT REPAIRS ARE THE OWNERS RESPONSIBILITY.
  - CONTRACTOR TO CONTACT T.G.S. ENG. DEPT. PRIOR TO CONSTRUCTION TO VERIFY ASSIGNMENTS OF MAINS & SERVICES WHEN APPLICABLE.
  - DETERMINATION OF GRADE FOR GAS MAINS AT STORM SEWER CROSSINGS TO BE DONE IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS WHEN APPLICABLE.
  - ALL SPOL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION.
  - #14 COPPER TRACER WIRE TO BE PLACED IN BOTTOM OF TRENCH PARALLEL TO MAINS & SERVICES. ALL WIRE JOINTS SHALL BE IN ACCORDANCE WITH T.G.S. STANDARDS. TRACER WIRE TO BE ONE CONTINUOUS UNIT.
  - MARKER TAPE TO BE INSTALLED 1 FOOT BELOW SUBGRADE & DEVELOPER OR ITS REPRESENTATIVE SHALL BE RESPONSIBLE FOR COMPACTON OF BACKFILL & REQUIRED TESTING IN ACCORDANCE WITH AGENCY AND TEXAS GAS SERVICE STANDARDS.
  - CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
  - ANODE TO BE INSTALLED TO TRACER WIRE. TRACER WIRE WILL NOT BE TIED TO WRAPPED STEEL MAIN.
  - ALL STUBS MUST BE MARKED BY A 4" POLYETHYLENE SLEEVE WHICH IS 4' IN LENGTH. THE SLEEVES CAN BE PICKED UP AT TEXAS GAS SERVICE, 5613 AME AVE, AUSTIN, T.G.S. WILL REMOVE THE SLEEVE AT THE TIME OF WARD LINE INSTALLATION.
  - ALL BORES WILL BE DIRECTIONAL UNLESS OTHERWISE SPECIFIED.

**DEVELOPER IS RESPONSIBLE FOR STAKING SERVICE LOCATION**

**NOTES:**

- GAS MAIN TO BE INSTALLED AT A MINIMUM DEPTH OF 3-FT BELOW FINISHED GRADE.
- PRIOR TO R.O.W. MAIN INSTALLATION, TGS CONTRACTOR TO CONTACT CUSTOMER AND COORDINATE TIE-IN AT THE PROPERTY LOCATION.

**TGS INSPECTOR:**  
GAS MAIN TO BE INSTALLED AT MINIMUM DEPTH OF 4' BELOW ASPHALT ELEVATION AT LIP OF CURB.

**PEC CONTRACTOR INFORMATION:**  
FORMING INFO

**AGE OF P.E. PIPE MUST BE LESS THAN 2 YEARS PRIOR TO INSTALLATION**

**PRELIMINARY**

**SHEET 2 OF 4**

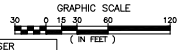
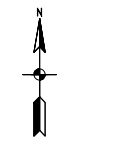
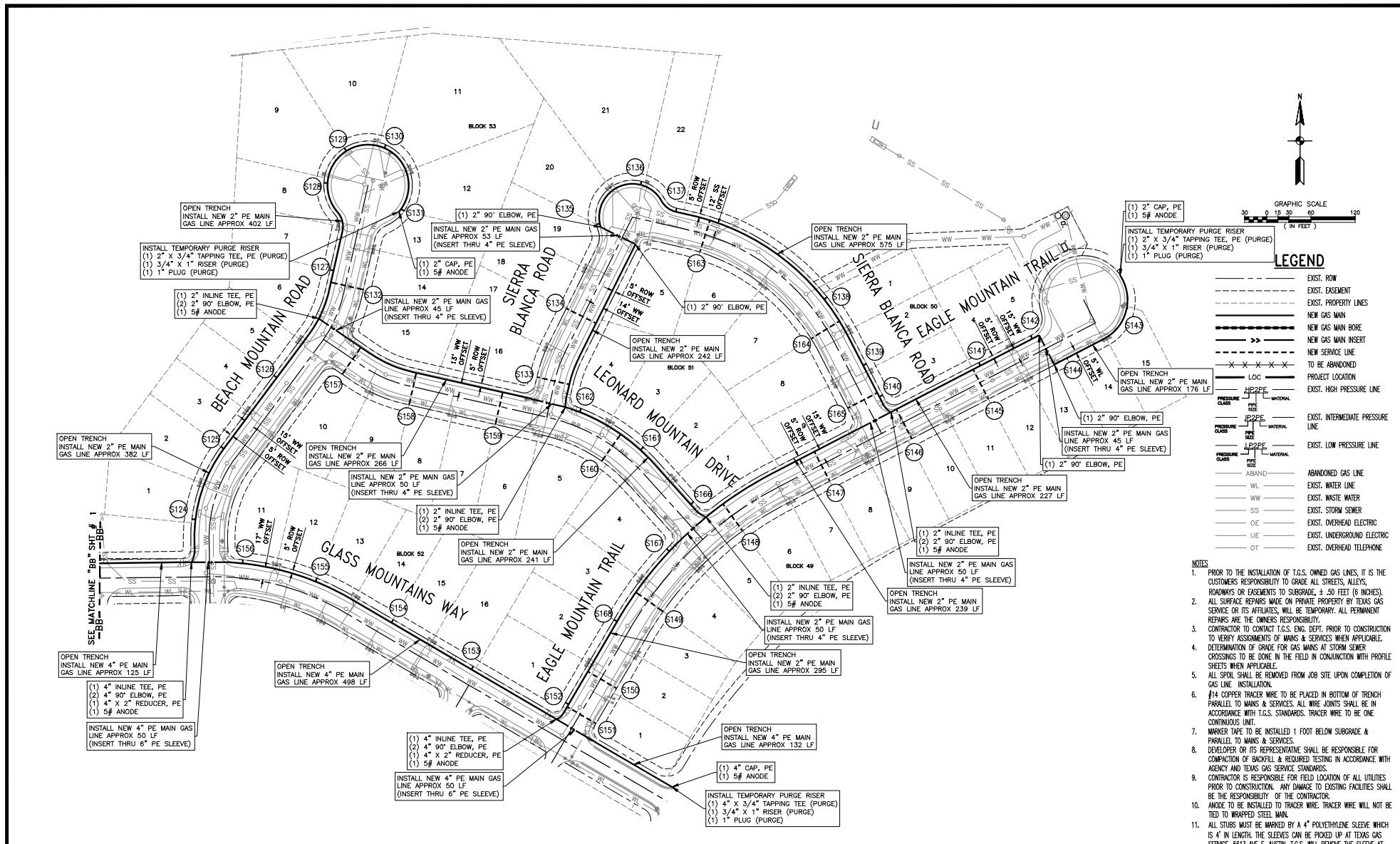
THE RAILROAD COMMISSION OF TEXAS IS AUTHORIZED TO CONVEY TO THE PUBLIC THE LOCATION OF ALL PUBLIC PIPE BY POINT LINE AND TO THE PUBLIC BY POINT LINE. THE COMMISSION WILL BE RESPONSIBLE FOR THE LOCATION OF ALL PUBLIC PIPE BY POINT LINE FOR LOCATIONS AT LEAST 48 HOURS PRIOR TO THE DATE OF INSTALLATION OF THE PIPE. THE COMMISSION WILL BE RESPONSIBLE FOR THE LOCATION OF ALL PUBLIC PIPE BY POINT LINE.

DATE: 07/17/2019  
DRAWN BY: T. FERENC  
CHECKED BY: A. MEZAR  
PROJECT NO.: 2019-100050975

**Texas Gas Service**  
A Division of T.G.S.

**NEW MAIN AND SERVICES**  
BIG SKY RANCH  
AUSTIN, TEXAS

DATE: 07/17/2019  
DRAWN BY: T. FERENC  
CHECKED BY: A. MEZAR  
PROJECT NO.: 2019-100050975



**LEGEND**

- EXIST. ROW
- - - - EXIST. EASEMENT
- - - - EXIST. PROPERTY LINES
- NEW GAS MAIN
- NEW GAS MAIN BORE
- NEW GAS MAIN INSERT
- NEW SERVICE LINE
- TO BE ABANDONED
- PROJECT LOCATION
- EXIST. HIGH PRESSURE LINE
- EXIST. INTERMEDIATE PRESSURE LINE
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- NOTES:**
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  - ALL SURFACE REPAIRS MADE ON PRIVATE PROPERTY BY TEXAS GAS SERVICE OR ITS AFFILIATES, WILL BE TEMPORARY. ALL PERMANENT REPAIRS ARE THE OWNERS RESPONSIBILITY.
  - CONTRACTOR TO CONTACT T.G.S. ENG. DEPT. PRIOR TO CONSTRUCTION TO VERIFY ASSIGNMENTS OF MAINS & SERVICES WHEN APPLICABLE.
  - DETERMINATION OF GRADE FOR GAS MAINS AT STORM SEWER CROSSINGS TO BE DONE IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS WHEN APPLICABLE.
  - ALL SPILL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION.
  - #14 COPPER TRACER WIRE TO BE PLACED IN BOTTOM OF TRENCH PARALLEL TO MAINS & SERVICES. ALL WIRE JOINTS SHALL BE IN ACCORDANCE WITH T.G.S. STANDARDS. TRACER WIRE TO BE ONE CONTINUOUS UNIT.
  - MARKER TAPE TO BE INSTALLED 1 FOOT BELOW SUBGRADE & PARALLEL TO MAINS & SERVICES.
  - DEVELOPER OR ITS REPRESENTATIVE SHALL BE RESPONSIBLE FOR COMPACTION OF BACKFILL & REQUIRED TESTING IN ACCORDANCE WITH AGENCY AND TEXAS GAS SERVICE STANDARDS.
  - CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
  - ANODE TO BE INSTALLED TO TRACER WIRE. TRACER WIRE WILL NOT BE TIED TO WRAPPED STEEL MAIN.
  - ALL STUDS MUST BE MARKED BY A 4" POLYETHYLENE SLEEVE WHICH IS 4' IN LENGTH. THE SLEEVES CAN BE PICKED UP AT TEXAS GAS SERVICE, 5613 AVE F, AUSTIN, T.G.S. WILL REMOVE THE SLEEVE AT THE TIME OF YARD LINE INSTALLATION.
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DEVELOPER IS RESPONSIBLE FOR STAKING SERVICE LOCATION

**NOTES:**

- GAS MAIN TO BE INSTALLED AT A MINIMUM DEPTH OF 3-FT BELOW FINISHED GRADE.
- PRIOR TO R.O.W. MAIN INSTALLATION, TGS CONTRACTOR TO CONTACT CUSTOMER AND COORDINATE TIE-IN AT THE PROPERTY LOCATION.

**TGS INSPECTOR:**  
GAS MAIN TO BE INSTALLED AT MINIMUM DEPTH OF 4' BELOW ASPHALT ELEVATION AT LIP OF CURB.

PC CONTRACTOR INFORMATION:  
PHONE NO.

AGE OF P.E. PIPE MUST BE LESS THAN 2 YEARS PRIOR TO INSTALLATION

PRELIMINARY

SHEET 3 OF 4

THE RAILROAD COMMISSION OF TEXAS IS AN AGENCY WITHIN THE STATE OF TEXAS. THE LOCATION OF ALL PUBLIC PIPE BY POINT LINE TO GAS LINES, GAS SERVICE LINES, GAS MAINS FOR LOCATIONS AT LEAST 48 HOURS PRIOR TO PIPE INSTALLATION TO YOUR SUBMITTING DRAWING.

DATE: 07/11/2018  
DRAWN BY: A. MEJAZ  
CHECKED BY: T. FERRELL  
SCALE: SEE GRAPHIC

NEW MAIN AND SERVICES  
BIG SKY RANCH  
AUSTIN, TEXAS  
1018-100058975  
6575





# FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

Item # 14.

## OWNER'S ACKNOWLEDGMENT:

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

KNOW ALL ME BY THESE PRESENTS:

THAT MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, BEING THE OWNER OF 186.25 ACRES IN THE PHILLIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415 IN HAYS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 18036374 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 69.820 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS

## FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 11<sup>th</sup> DAY OF DECEMBER, A.D. 2019.

*Matthew Scrivener*  
MATTHEW SCRIVENER  
MERITAGE HOMES

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND THE STATE, ON THIS DAY PERSONALLY APPEARED MATTHEW SCRIVENER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 11<sup>th</sup> DAY OF DECEMBER, A.D. 2019.

*Meranda S. Perkins*  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



## OWNER'S ACKNOWLEDGMENT:

THE STATE OF TEXAS  
THE COUNTY OF HAYS

KNOW ALL ME BY THESE PRESENTS:

THAT THE CITY OF DRIPPING SPRINGS, BEING THE OWNER OF 4.15 ACRES IN THE PHILLIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415 IN HAYS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 19045270 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 12 DAY OF December, A.D. 2019.

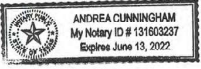
*Todd Purcell*  
TODD PURCELL  
MAYOR, CITY OF DRIPPING SPRINGS

THE STATE OF TEXAS  
THE COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND THE STATE, ON THIS DAY PERSONALLY APPEARED TODD PURCELL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 12 DAY OF December, A.D. 2019.

*Andrea Cunningham*  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



## FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS CITY LIMITS.
2. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
3. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
4. THIS PLAT IS LOCATED WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. ACCESS TO AND FROM PORTER LOTS SHALL NOT BE PERMITTED FROM ONE STREET.
6. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON MAP NUMBER 48206C0105F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
7. WATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE DRIPPING SPRINGS WATER SUPPLY CORPORATION.
8. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF DRIPPING SPRINGS.
9. ELECTRIC SERVICE WILL BE PROVIDED BY THE FERNANDES ELECTRIC COOPERATIVE.
10. TELEPHONE SERVICE WILL BE PROVIDED BY SPECTRUM.
11. GAS SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICES.
12. MINIMUM FRONT SETBACK SHALL BE 10'
13. MINIMUM REAR SETBACK SHALL BE 10'
14. MINIMUM INTERIOR SIDE YARD SETBACKS SHALL BE 5'
15. MINIMUM SIDE YARD SETBACKS ADJACENT TO A PUBLIC STREET SHALL BE 7.5'
16. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF DRIPPING SPRINGS AND HAYS COUNTY DEVELOPMENT REGULATIONS AS AMENDED BY PPD NO.10.
17. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM.
18. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED ORGANIZED WASTEWATER SYSTEM.
19. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED ACCORDING TO THE CITY OF DRIPPING SPRINGS.
20. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF DRIPPING SPRINGS.
21. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE CITY RIGHT-OF-WAY HAS BEEN ISSUED.
22. DEVELOPMENT AND RESTRICTIONS WITHIN THE CITY OF DRIPPING SPRINGS AND TCEQ WATER QUALITY BUFFER ZONES ARE LIMITED TO THOSE LISTED IN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY'S (TCEQ'S) OPTIONAL ENHANCED MEASURES FOR THE PROTECTION OF WATER QUALITY IN THE EDWARDS AQUIFER (REVISED) OR AS PERMITTED BY THE TCEQ AND IN COMPLIANCE WITH THE CITY OF DRIPPING SPRINGS WATER QUALITY PROTECTION ORDINANCE.
23. TWO SHADE TREES WILL BE REQUIRED FOR EACH RESIDENTIAL LOT PER THE CITY OF DRIPPING SPRINGS LANDSCAPE ORDINANCE.
24. THE HOMEOWNERS ASSOCIATION FOR THE DEVELOPMENT WILL TAKE OWNERSHIP OF AND BE RESPONSIBLE FOR MAINTENANCE OF THE PRIVATE PARK.
25. THE HOMEOWNERS ASSOCIATION FOR THE DEVELOPMENT WILL TAKE OWNERSHIP OF AND BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF ALL STORM WATER DETENTION AND WATER QUALITY PONDS.
26. THIS DEVELOPMENT IS SUBJECT TO DRIPPING SPRINGS ORDINANCE 2018-24, PLANNED DEVELOPMENT DISTRICT NO. 10-BIG SKY.
27. ALL PROPOSED COLLECTOR STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG BOTH SIDES OF THE STREET.
28. ALL PROPOSED LOCAL STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
29. OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS AND DRAINAGE EASEMENTS (EXCLUDING PUBLIC PARKLANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
30. A 10 FT. PUBLIC UTILITY EASEMENT ADJACENT TO ALL PUBLIC STREETS IS HEREBY DEDICATED.
31. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING, THAT OBSTRUCT OR LIMIT FLOW SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
32. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
33. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
34. STREET LIGHTING WILL COMPLY WITH LIGHTING ORDINANCE [SRDA 3.11].
35. PARK AND DEDICATION REQUIREMENTS HAVE BEEN SATISFIED WITHIN THIS DEVELOPMENT THROUGH A COMBINATION OF PRIVATE AND PUBLIC PARK LAND AND OPEN SPACE.
36. ALL ELECTRICAL, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT.
37. 30' LANDSCAPE BUFFER EASEMENT ALONG LOTS 14, 15, 17 BLOCK G, LOTS 1, 3, 4, 5 BLOCK B, LOTS 9, 10, 11, 21, 22 BLOCK 53, IS TO REMAIN UNTOUCHED NATIVE VEGETATION.
38. LOT 8, BLOCK 1, IS DEDEDICATED TO THE CITY OF DRIPPING SPRINGS AS DEDICATED PARKLAND TO MEET THE TEXAS PARKS AND WILDLIFE DEPARTMENT CONVERSION REQUIREMENTS, AS AGREED TO IN THE BIG SKY RANCH DEVELOPMENT AGREEMENT PER DOC NO. 180251021 O.P.R.H.C.

## DEVELOPMENT NOTE:

THIS DEVELOPMENT IS SUBJECT TO ORDINANCE 2018-24 PPD No. 10 BIG SKY (OCT 9, 2018)

## ENVIRONMENTAL NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE CITY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY; RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER SOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SANITARY SEWER SYSTEM OR TO AN INDIVIDUAL ON-SITE SEWAGE FACILITY WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF DRIPPING SPRINGS ENVIRONMENTAL HEALTH DEPARTMENT. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MADE.

*Chad Gilpin*  
CHAD GILPIN  
CITY ENGINEER

12-11-19  
DATE

STATE OF TEXAS  
CITY OF DRIPPING SPRINGS  
HAYS COUNTY, TEXAS

BIG SKY RANCH PHASE ONE, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT OF ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09, AND IS HEREBY APPROVED ADMINISTRATIVELY.

*Michelle Fischer*  
MICHELLE FISCHER, CITY ADMINISTRATOR OF DRIPPING SPRINGS

12/11/19

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW BY ALL MEN THESE PRESENTS:

THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS, TEXAS AND FURTHER CERTIFY THAT THIS PLAT IS TRULY AND CORRECTLY MADE, AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

*Garrett Cavaliolo*  
GARRETT CAVAILOLO  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6714  
DOUCET & ASSOCIATES, INC.  
GCVAILOLO@DOUCETENGINEERS.COM



STATE OF TEXAS  
COUNTY OF TRAVIS

I, JENNIFER J. PAISLEY, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD ZONE AREA AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48559C 0105F, EFFECTIVE DATE SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, CHANNELIZED AND CONCENTRATED STORM WATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR DRAINAGE EASEMENTS AND DRAINAGE LOTS SHOWN ON THE ATTACHED PLAT.

*Jennifer J. Paisley*  
JENNIFER J. PAISLEY  
LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS NO. 91100



STATE OF TEXAS  
COUNTY OF HAYS

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR

RECORD IN MY OFFICE ON THE 27 DAY OF January, A.D. 2020 AT 11:41 O'CLOCK A. M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN

BOOK 20003043

WITNESS MY SEAL OF OFFICE, THIS THE 27 DAY OF January, A.D. 2020.

*Elaine H. Cardenas by Sue S. Min, Deputy*  
ELAINE HANSON CARDENAS, MBR, PHD, COUNTY CLERK  
HAYS COUNTY, TEXAS

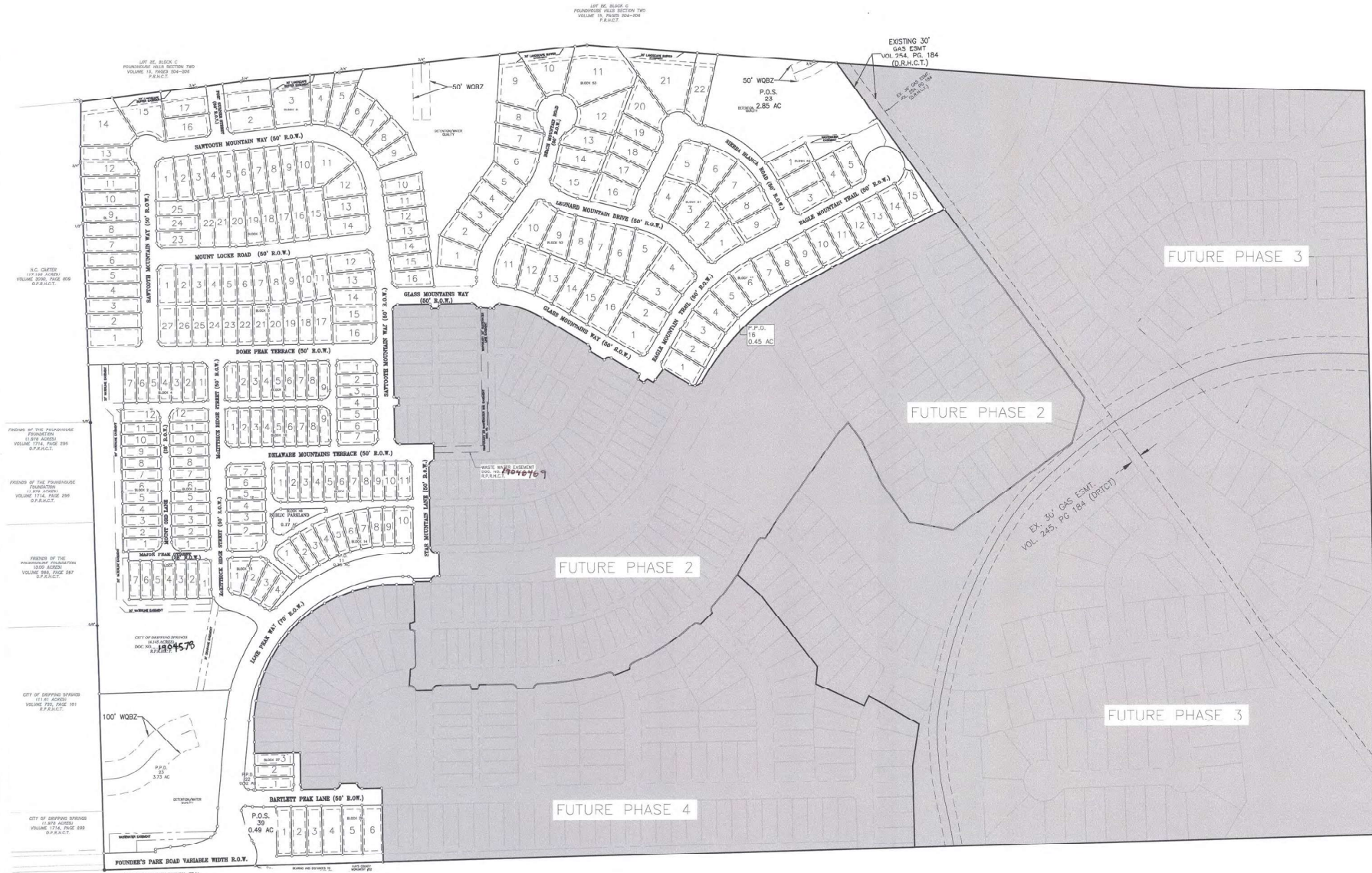
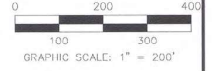


DRIPPING SPRINGS, HAYS COUNTY, TEXAS

<b>DA DOUCET &amp; ASSOCIATES</b> Civil Engineering - Planning - Geospatial 7401 B. Highway 71 W. Suite 160 Austin, Texas 78735, Phone: (512)-583-2600 www.doucetengineers.com TBPLS Firm #10105800 / TBPE Firm #3937	Date: 12/11/2019
	Scale:
	Drawn by: JMH
	Reviewed: GC
	Project: 1691-002
	121

# FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

Item # 14.



SITE DATA TABLE

	IMPERVIOUS COVER										PARKLAND					TOTAL (not including SWAP)			
	Site Area (AC)	Type A Residential Lots	Type B Residential Lots	Type C Residential Lots	Residential Lots	Collector Road (LF)	Local Road (LF)	Alleys (LF)	Streets/Sidewalk I.C. (AC)	L.U.E.'s	Lots I.C. (AC)	Amenity Center & Misc.	Impervious Cover (AC)	Impervious Cover (%)	Public Parkland		Private Open Space	Private Parkland	Parkland Swap
REQUIRED	200.40																		31.20
ALLOWABLE					780					Average Lot Size 6,641 SF (0.15 AC)			100.20	50.00%	(credit for 50%)	(credit for 50%)	(credit for 0%)		
PHASE ONE	69.82	98	88	70	756	1580	10158	2557	11.55	256	17.09	0.20	28.84	14.39%	4.11	7.14	0.00	4.15	7.68
TOTAL	200.40												28.84	14.39%	4.11	7.14	0.00	4.15	7.68

DRIPPING SPRINGS, HAYS COUNTY, TEXAS

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Planning - Geospatial  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.doucetengineers.com  
 TBPLS Firm #10105800 / TBPE Firm #3937

Date:	12/11/2019
Scale:	1"=200'
Drawn by:	JWF
Reviewed by:	GC
Project:	1601-009
Sheet:	122

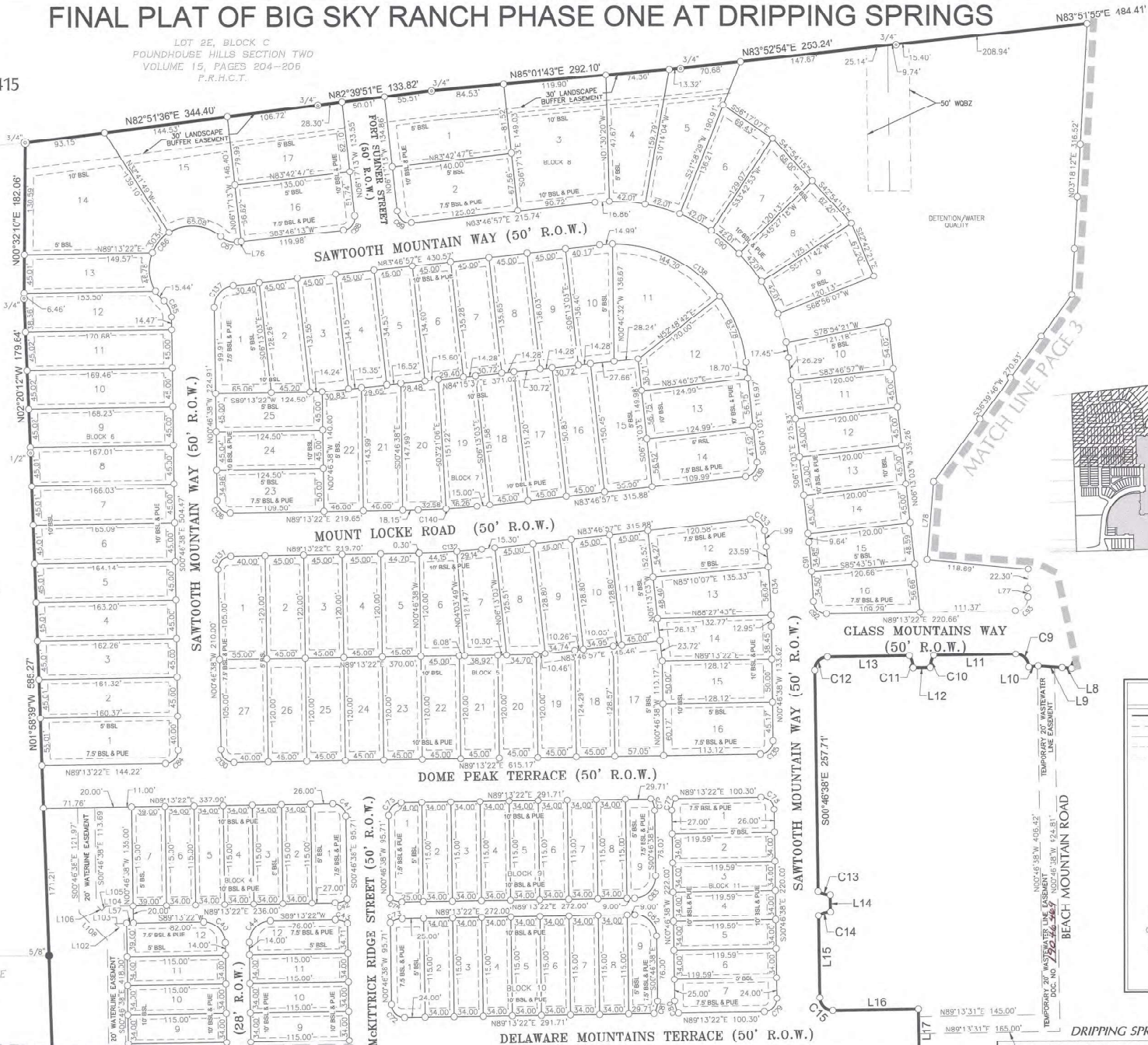
X:\Department\Engineering\Projects\1601-009\_Big\_Sky\_East\_1\Task\CAD\Map\Working\1601-009\_PLAT\_FINAL.dwg

THE PHILLIP A. SMITH LEAGUE, SURVEY #26, ABSTRACT NUMBER 415

# FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

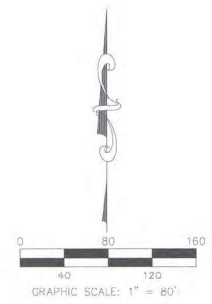
LOT 2E, BLOCK C  
POUNDRIDGE HILLS SECTION TWO  
VOLUME 15, PAGES 204-206  
P.R.H.C.T.

Item # 14.



H.C. CARTER  
(17.185 ACRES)  
VOLUME 9030, PAGE 009  
O.P.R.H.C.T.

FRIENDS OF THE POUNDRIDGE  
FOUNDATION  
(1.978 ACRES)  
VOLUME 1714, PAGE 295  
O.P.R.H.C.T.



LEGEND	
	PROPERTY LINE
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	DRAINAGE EASEMENT LINE
	1/2" IRON ROD WITH "DOUCET" CAP SET
	1/2" IRON ROD WITH "DOUCET" CAP FOUND (UNLESS NOTICED)
	1/2-IRON IRON PIPE FOUND (UNLESS NOTICED)
	P.O.B.
	VOLUME
	BOOK
	PAGE
	D.E.
	DRAINAGE EASEMENT
	R.O.W.
	PLAT RECORDS, HAYS COUNTY, TEXAS
	P.R.H.C.T.
	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
	D.R.H.C.T.
	DEED RECORDS, HAYS COUNTY, TEXAS
	P.P.D.
	PUBLIC PARK DISTRICT
	P.O.S.
	PRIVATE OPEN SPACE

DRIPPING SPRINGS, HAYS COUNTY, TEXAS

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Planning - Geospatial  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
www.doucetengineers.com  
TBPLS Firm #10105800 / TBPE Firm #3937

Date: 12/11/2019  
Scale: 1"=80'  
Drawn by: JWF  
Reviewed: GC  
Project: 1601-009

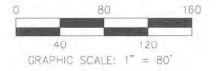
# FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

Item # 14.

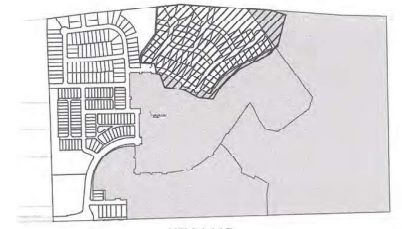
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POUNDRHOUSE HILLS SECTION TWO  
VOLUME 14, PAGES 204-208  
P.R.H.C.T.

THE PHILLIP A.  
SMITH LEAGUE,  
SURVEY #26,  
ABSTRACT NUMBER 415

	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY-LINE
	EXISTING EASEMENT LINE
	DRAINAGE EASEMENT LINE
	1/2" IRON ROD WITH "DOUCET" CAP SET
	1/2" IRON ROD WITH "DOUCET" CAP FOUND (UNLESS NOTED)
	1/2-INCH IRON PIPE FOUND (UNLESS NOTED)
	P.O.B. POINT OF BEGINNING
	VOL. VOLUME
	BK. BOOK
	PG. PAGE
	D.E. DRAINAGE EASEMENT
	R.O.W. RIGHT-OF-WAY
	P.R.H.C.T. PLAT RECORDS, HAYS COUNTY, TEXAS
	O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
	D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS
	P.P.D. PUBLIC PARK DISTRICT
	P.O.S. PRIVATE OPEN SPACE



MERITAGE HOMES OF TEXAS, LLC  
CALLED 200.4 ACRES  
DOCUMENT NO. 18036374,  
O.P.R.H.C.T.  
OCTOBER 11, 2018



KEY MAP

MERITAGE HOMES OF TEXAS, LLC  
CALLED 200.4 ACRES  
DOCUMENT NO. 18036374,  
O.P.R.H.C.T.  
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MERITAGE HOMES OF TEXAS, LLC  
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Project:	1691-002

MATCH LINE PAGE 2

Item # 14.

FRIENDS OF THE POUNDHOUSE FOUNDATION (1.978 ACRES) VOLUME 1714, PAGE 295 D.P.R.H.C.T.

FRIENDS OF THE POUNDHOUSE FOUNDATION (3.00 ACRES) VOLUME 988, PAGE 287 D.P.R.H.C.T.

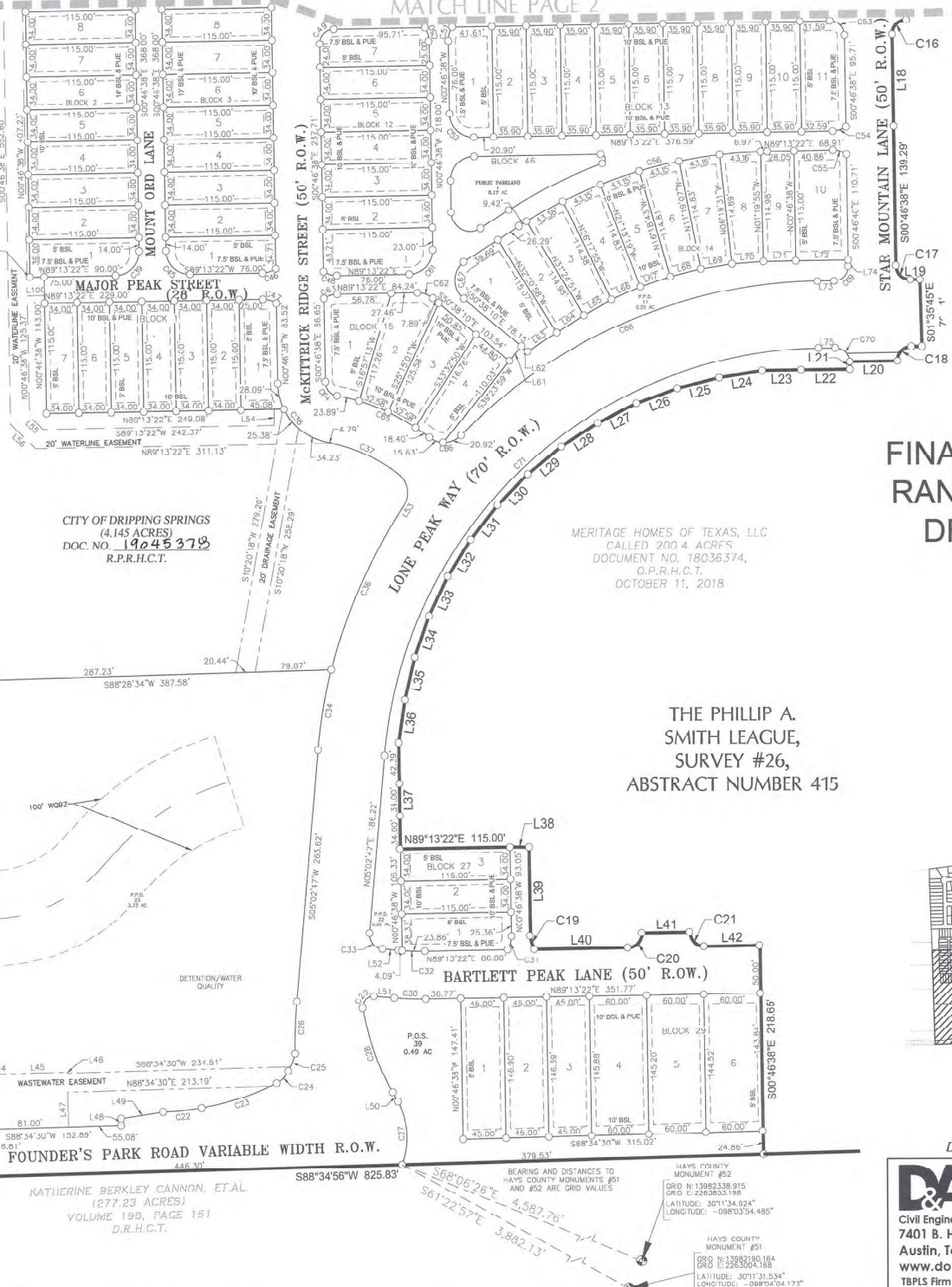
CITY OF DRIPPING SPRINGS (11.61 ACRES) VOLUME 733, PAGE 101 R.P.R.H.C.T.

CITY OF DRIPPING SPRINGS (1.978 ACRES) VOLUME 1714, PAGE 289 D.P.R.H.C.T.

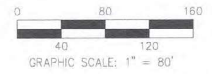
CITY OF DRIPPING SPRINGS (4.145 ACRES) DOC. NO. 19245378 R.P.R.H.C.T.

MERITAGE HOMES OF TEXAS, LLC CALLED 200.4 ACRES, DOCUMENT NO. 18036374, O.P.R.H.C.T. OCTOBER 11, 2018.

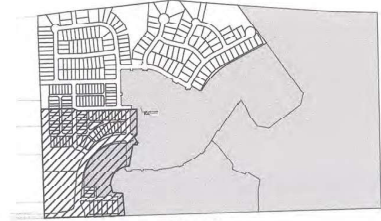
THE PHILLIP A. SMITH LEAGUE, SURVEY #26, ABSTRACT NUMBER 415



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# FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS



KEY MAP

DRIPPING SPRINGS, HAYS COUNTY, TEXAS

**DA DOUCET & ASSOCIATES**  
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Reviewed by:	GC
Project:	1891-002

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McKittick Ridge







# CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620  
512.858.4725 • www.cityofdrippingsprings.com

September 8, 2020

Meritage Homes  
Attn: Rob Archer  
8920 Business Park Drive, Suite 350  
Austin, Texas, 78759  
512-615-6432

RE: Decision by Board of Adjustment on September 8, 2020 Board of Adjustment Order – Special Exception/Variance - located at 133 Dome Peak Terrace and 159 Delaware Mountains Terrace, Dripping Springs, Texas 78620.

Shawn Davis,

Your request for a special exception/variance was heard on September 8, 2020. The Board of Adjustment considered the Applicant's special exception/variance application, and the staff report presentation made at the Board of Adjustment meeting. The applicant requested a special exception/variance to encroach within the setback defined in Chapter 30, Exhibit B, Planned Development District 10, 2.4.5 (b) and the ten foot (10') Public Utility Easement.

The intent of the Code is to provide safety for all lots fronting a street-right-of way. The code requirement of a seven and a half (7.5) foot setback requirement ensures that the properties have adequate sight visibility, and safety for the property owner and citizens within Dripping Springs.

When determining whether to grant the special exception the Board of Adjustment shall consider the below findings from Chapter 30 Zoning Exhibit A Zoning Ordinance Section 2.22.2:

- (1) there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and
- (2) the special exception is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
- (3) the granting of the special exception will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and
- (4) the granting of the special exception constitutes a minimal departure from this Chapter; and
- (5) the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property.

Gateway to the Hill Country



# CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620  
512.858.4725 • www.cityofdrippingsprings.com

*Gateway to the Hill Country*

- (6) Granting the special exception is in harmony with the spirit, general purpose, and intent of this Chapter so that:
  - a. the public health, safety and welfare may be secured; and
  - b. that substantial justice may be done

Order of the Board of Adjustment

[Place Motion Here]

This letter has been filed with the City Secretary which is considered the office of the Board of Adjustment and shall serve as the decision contemplated in Section 211.011 of the Texas Local Government Code.

\_\_\_\_\_  
Bill Foulds, Jr., Board of Adjustment Chair

Attest:

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



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

---

**Submitted By:** Laura Mueller, City Attorney

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**Council Meeting Date:** September 8, 2020

**Agenda Item Wording:** **Public hearing and consideration of approval of an Ordinance approving the 2020 Ad Valorem Tax and Levy of 0.19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.**

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

**Agenda Item Requestor:** State Required

---

**Summary/Background:** Each year the City has to adopt a tax rate. Currently the City Council has adopted a Budget that requires a \$.19 cent tax rate. However, we delayed adoption of the tax rate in order to: (1) provide for a \$.19 tax rate notice; and (2) have a public hearing where residents can come to City Hall if desired. This tax rate reflects the adopted budget.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Adopt the \$.19 tax rate as reflected in the adopted budget.

**Attachments:** Ordinance adopting tax rate.



**Next Steps/Schedule:**

Ratify the Budget/Tax Rate. Provide required notice of the adopted tax rate.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2020-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING THE 2020 AD VALOREM TAX RATE AND LEVY OF NINETEEN HUNDREDTHS CENTS (\$.19) PER ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE CITY LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE

**WHEREAS,** a budget appropriating revenues generated for the use and support of the municipal government of the City of Dripping Springs (“City”) has been approved and adopted by the City Council of the City of Dripping Springs (“City Council”) as required by Chapter 102 of the Texas Local Government Code; and

**WHEREAS,** a notice of the hearing on a proposed tax revenue increase was published in the City’s official newspaper on August 6, 2020 and August 27, 2020; and

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

**WHEREAS,** the tax rate exceeds the no-new-revenue tax rate and was passed by a greater than a sixty percent (60%) of the members of the governing body; and

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance establishing an ad valorem tax rate.

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

**1. APPROVAL OF 2020 TAX RATE & LEVY**

That there be and is hereby levied and shall be assessed and collected for the year 2020, on all taxable property, real, personal and mixed, situated within the city limits of the City, and not exempt the Constitution of the State and valid state laws, an ad valorem tax rate of Nineteen Hundredths Cents (\$.19) on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses and budge of the municipal government of the City (maintenance and operations (M&O)), a tax rate of Nineteen Hundredths Cents (\$.19) on each One Hundred Dollars (\$100.00) assessed value of taxable property.

**THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 2.7 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE**

AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

(b) The City Secretary shall cause the following notice to be posted on the homepage of the City's internet website:

THE CITY OF DRIPPING SPRINGS, TEXAS ADOPTED A TAX RATE THAT WILL EFFECTIVELY BE RAISED BY TWO POINT SEVEN PERCENT (2.7 %) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,00.00 HOME BY APPROXIMATELY \$ 0.00.

**2. PENALTY & INTEREST**

All taxes shall become a lien upon the property against which assessed and the City Tax Assessor/Collector for the City of Dripping Springs, Texas, shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, or the payment of said taxes, penalty and interest for the general fund of the City of Dripping Springs, Texas.

**3. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**4. SEVERABILITY CLAUSE**

That is any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall be judged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

**5. SAVINGS CLAUSE**

That all previous budget ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

**6. PUBLICATION CLAUSE**

The City Secretary of the City of Dripping Springs, Texas, is hereby directed to public in the Official Newspaper of the City of Dripping Springs, the caption, and effective date clause of this Ordinance as required by Texas Local Government Code §52.011.

**7. EFFECTIVE DATE**

The necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage as the law in such provides.

**8. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED this, 8<sup>th</sup> day of September 2020, by the following City Council of Dripping Springs roll call vote:**

<b>Mayor Pro Tem Manassian</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member King</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Purcell</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Harris-Allison</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Crow</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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



# City of Dripping Springs Fiscal Year 2020-21 Budget Cover Page

This budget will raise more total property taxes than last year’s budget by \$150,772, which is a 11.57% percent increase, and of that amount \$162,451 is tax revenue to be raised from new property added to the tax roll this year.

## Dripping Springs City Council Recorded Roll Call Vote:

<b>Mayor Pro Tem Manassian</b>	<u>  x  </u> <i>for</i>	<u>      </u> <i>against</i>	<u>      </u> <i>abstain</i>	<u>      </u> <i>absent</i>
<b>Council Member Crow</b>	<u>  x  </u> <i>for</i>	<u>      </u> <i>against</i>	<u>      </u> <i>abstain</i>	<u>      </u> <i>absent</i>
<b>Council Member Allison</b>	<u>  x  </u> <i>for</i>	<u>      </u> <i>against</i>	<u>      </u> <i>abstain</i>	<u>      </u> <i>absent</i>
<b>Council Member Purcell</b>	<u>  x  </u> <i>for</i>	<u>      </u> <i>against</i>	<u>      </u> <i>abstain</i>	<u>      </u> <i>absent</i>
<b>Council Member King</b>	<u>  x  </u> <i>for</i>	<u>      </u> <i>against</i>	<u>      </u> <i>abstain</i>	<u>      </u> <i>absent</i>

## Property Tax Rate Comparison

	<b>Fiscal Year 2019-2020</b>	<b>Fiscal Year 2020-2021</b>
Property Tax Rate	\$0.1900/100	\$0.1900/100
No-new-revenue Tax Rate	\$0.1746/100	\$0.1746/100
No-new-revenue Effective Maintenance & Operations Tax Rate	\$0.2954 /100	\$0.2876/100
Voter Approval Tax Rate	\$0.2077 /100	\$0.2084/100
Debt Rate	\$0.0000/100	\$0.0000/100

## City Debt Obligations

Total debt obligation for City of Dripping Springs secured by property taxes: \$0.00

## Newspaper Notices:

In 2019-2020 Fiscal Year the City expended \$5,818.62 on public notices through August 1, 2020. In 2020-2021 Fiscal Year the City has budgeted \$6,000 for public notices.

## Legislative Services

In the 2020-2021 Fiscal Year the City has budgeted \$10,000 for legislative services.

<b>Revenue</b>	
AD Valorem	1,591,317.76
AV P&I	4,000.00
Sales Tax	3,178,074.96
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	208,504.00
TXF DSRP On Call	10,400.00
FEMA Dam Repair	75,000.00
<b>Total</b>	<b>7,178,646.72</b>
<b>Expense</b>	
Supplies	25,000.00
Office IT Equipment and Support	44,000.00
Software Purchase, Agreements and Licenses	130,396.00
Website	4,425.00
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
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
Future Land Use Plan	50,000.00
Land Acquisition	10,000.00
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	6,371.00
Animal Control	3,400.00

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	1,819,122.12
Taxes	144,346.84
Benefits	182,998.14
Retirement	106,661.81
DSRP Salaries	324,157.60
DSRP Taxes	26,094.06
DSRP Benefits	44,796.98
DSRP Retirement	18,197.65
Professional Services:	
Financial Services	60,800.00
Engineering	70,000.00
Special Counsel and Consultants	74,000.00
Muni Court	15,500.00
Bldg. Inspector	800,000.00
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	50,000.00
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	508,491.97
TXF to DSRP	
<b>Total</b>	<b>7,064,762.40</b>

**PARKS**

Revenue	
Sponsorships and Donations	25,000.00
Programs and Events	48,825.00
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	
TXF from DSRP	
<b>Total Revenue</b>	<b>302,025.00</b>

**Expense**

**Other**

Park Consultants	
Pool Operations	
Park Supplies	
Dues Fees and Subscriptions	2,719.06
Parks Activity Guide	5,000.00
DS Ranch House Furniture & Equipment	
<b>Total Other</b>	<b>7,719.06</b>

**Public Improvements**

All Parks	50,000.00
Founders Park	51,700.00
S & R Park	62,000.00
Charro Ranch Park	
DS Ranch Park	8,500.00
<b>Total Improvements</b>	<b>172,200.00</b>

**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
DS Ranch Park Electricity	900.00
DS Ranch Park Phone/Network	5,700.00
DS Ranch Park Septic	750.00
<b>Total Utilities</b>	<b>41,155.00</b>

**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
DSRP	25,079.00
<b>Total Maintenance</b>	<b>69,844.00</b>

**Supplies**

General Parks	4,000.00
Charro Ranch Supplies	200.00
Founders Park Supplies	10,375.00
Program and Events	2,200.00
DSRP & Ranch House Supplies	2,603.00
S&R Supplies	200.00
<b>Total Supplies</b>	<b>19,578.00</b>

Camp Staff	33,105.00
Aquatics Staff	72,308.26
Total Staff Expense	105,413.26

<b>Total Parks Expenditures</b>	<b>415,909.32</b>
---------------------------------	-------------------



<b><u>FOUNDERS DAY</u></b>	
<b>Balance Fwd</b>	26,392.83
<b>Revenue</b>	
Craft booths/Business Booths	6,500.00
Food booths	1,100.00
BBQ cookers	4,600.00
Carnival	9,500.00
Parade	3,750.00
Sponsorship	63,600.00
Parking concession	1,700.00
Electric	2,400.00
Misc	
<b>Total</b>	119,542.83
<b>Expense</b>	
Publicity	8,500.00
Porta-Potties	6,500.00
Security	20,000.00
Barricades/Traffic Plan	19,874.00
Bands/Music/Sound	15,000.00
Clean Up	4,600.00
Postage/Supplies/Misc.	7,000.00
Sponsorship	5,000.00
Parade	650.00
Tent, Tables & Chairs	4,500.00
Electricity	1,800.00
FD Electrical Setup	4,600.00
Contingencies	21,518.83
<b>Total expenses</b>	119,542.83
<b>Balance Fwd</b>	0.00
<b><u>CONSOLIDATED GENERAL FUND</u></b>	
<b>Revenue</b>	
City	7,178,646.72
Parks	302,025.00
Founders	119,542.83
<b>Total</b>	7,600,214.55
<b>Expense</b>	
City	7,064,762.40
Parks	415,909.32
Founders	119,542.83
<b>Total expense</b>	7,600,214.55
<b>Balance Fwd</b>	0.00

**DRIPPING SPRINGS FARMERS MARKET**

Balance Forward	34,519.84
<b>Revenue</b>	
FM Sponsor	1,000.00
Grant Income	1,000.00
Booth Space	24,698.00
Applications	1,482.00
Interest Income	449.22
Market Event	300.00
<b>Total</b>	<b>63,449.06</b>
<b>Expense</b>	
Advertising	5,000.00
Market Manager	29,278.08
Payroll Tax Expense	2,401.77
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
<b>Total Expense</b>	<b>63,449.06</b>
<b>Balance Forward</b>	<b>0.00</b>

**PARKLAND DEDICATION FUND**

Balance Forward	140,130.98
<b>Revenue</b>	
Parkland Fees	80,000.00
<b>Total Revenue</b>	<b>220,130.98</b>
<b>Expense</b>	
Park Improvements	172,200.00
TXF to AG Facility	
Master Naturalists	
<b>Total Expenses</b>	<b>172,200.00</b>
<b>Balance Forward</b>	<b>47,930.98</b>

**AG FACILITY FUND**

Balance Fwd	0.00
<b>Revenue</b>	
Ag Facility Fees	25,760.00
<b>Total Revenues</b>	<b>25,760.00</b>
<b>Expense</b>	
TXF to DSRP	25,760.00
<b>Total Expense</b>	<b>25,760.00</b>
<b>Balance Fwd</b>	<b>0.00</b>

**LANDSCAPING FUND**

Balance Fwd	100,376.77
<b>Revenue</b>	
Tree Replacement Fees	
<b>Total Revenues</b>	100,376.77
<b>Expense</b>	
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
<b>Total Expense</b>	17,500.00
Balance Fwd	82,876.77

**DRIPPING SPRINGS RANCH PARK OPERATING FUND**

Balance Forward	50,492.47
<b>Revenue</b>	
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
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	0.00
TXF from Landscape Fund	
Total Revenue	480,528.09
<b>Expense</b>	
Advertising	700.00
Office Supplies	5,100.00
DSRP On Call	10,400.00
Network and Communications	12,000.00
Sponsored Events	49,000.00
Supplies and Materials	30,000.00
Dues, Fees and Subscriptions	5,983.44
Mileage	500.00
Equipment	10,300.00
Equipment Rental	1,000.00
Equipment Maintenance	25,000.00
Portable Toilets	0.00
Electric	60,000.00
Water	10,000.00
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
Other Expense	20,500.00
Improvements	26,000.00
Tree Planting	
Contingencies	50,000.00
Fleet Acquisition	42,568.00
Fleet Maintenance	2,500.00
General Maintenance and Repair	60,000.00
Lawn Maintenance	
HCLE	13,200.00
Merchandise	7,000.00
RV/Parking Lot	
Total Expenses	454,831.44
Total Bal Fwd	25,696.65

<b>HOTEL OCCUPANCY TAX FUND</b>	FY2021	
Balance Fwd		29,000.00
<b>Revenues</b>		
Hotel Occupancy Tax		400,000.00
Interest		1,500.00
Total		430,500.00
<b>Expenses</b>		
Advertising		500.00
Christmas Lighting Displays		12,104.38
City Sponsored Events		
Historic Districts Marketing		9,000.00
Signage		8,500.00
Dues and Fees		6,000.00
TXF to Debt Service		92,410.00
RV/ Parking Lot		50,000.00
TXF to Event Center		67,285.62
Grants		184,700.00
Total expenses		430,500.00
Balance Fwd		0.00
<b>WASTEWATER UTILITY FUND</b>		
Balance Fwd		5,000,000.00
<b>Revenue</b>		
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		
Interest		45,000.00
Other Income		35,000.00
Water Income		1,742.76
Total Revenues		15,811,738.66
<b>Expense</b>		
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
2nd Amendment CIP		5,000.00
Sewer Planning CAD 1971-001		25,000.00
Water Planning		10,000.00
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		50,000.00
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
Drip Field Lawn Maintenance		10,000.00
Drip FieldMaint & Repairs		20,000.00
Lift Station repairs		20,000.00
WWTP Repairs/Pump Repairs		32,500.00
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 Calterra 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
<b>Miscellaneous:</b>	
Consultants and Legal	680,000.00
<b>TWDB Capital Projects:</b>	
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
<b>Total Expense</b>	<b>11,941,600.00</b>
Balance Forward	3,870,138.66

**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	1,000.00
Revenues	8,795,000.00
Interest	500.00
Total revenue	8,796,500.00
Expenses	
Escrow Fees	1,000.00
Expenses	8,795,000.00
<b>Total Expenses</b>	<b>8,796,000.00</b>
Balance Forward	500.00

**IMPACT FUND**

Bal Fwd	2,638,325.17
<b>Revenue</b>	
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

**DEBT SERVICE FUND 2015**

Bal Fwd	841,062.67
<b>Revenue</b>	
TXF from Impact Fund	733,288.20
Interest	8,000.00
Total Revenue	1,582,350.87
<b>Expenses</b>	
Debt Payment 2015	729,182.20
Total Expense	729,182.20
Balance Fwd	853,168.67

**DEBT SERVICE FUND 2013**

Bal Fwd	95,372.15
<b>Revenue</b>	
TXF from HOT	92,410.00
Interest	1,200.00
Total	188,982.15
<b>Expense</b>	
Tax Series 2013	90,107.50
Total Expenses	90,107.50
Balance Fwd	98,874.65

**DEBT SERVICE FUND 2019**

Bal Fwd	934,598.47
<b>Revenue</b>	
TXF from Impact Fees	958,553.00
Interest	2,000.00
Total	1,895,151.47
<b>Expense</b>	
Tax Series 2019	933,553.00
Total Expenses	933,553.00
Balance Fwd	961,598.47

**PEG FUND**

Balance Fwd	105,777.27
<b>Revenues</b>	
TWC	27,200.00
Interest Income	1,200.00
Total Revenues	134,177.27
<b>Expense</b>	
Balance Fwd	0.00
Balance Fwd	134,177.27

**RESERVE FUND**

Balance Fwd	1,303,727.01
<b>Revenue</b>	
TXF from General Fund	125,000.00
Interest	12,000.00
Total	1,440,727.01
<b>Expense</b>	
Expense	0.00
Total Expense	0.00
Balance Fwd	1,440,727.01

<b>TIRZ 1</b>	
Balance Forward	183,286.56
<b>Revenues</b>	
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	725,383.56
<b>Expense</b>	
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	146,683.56
<b>TIRZ 2</b>	
Balance Forward	126,995.25
<b>Revenue</b>	
Interest Income	200.00
City AV	64,722.91
County AV	132,818.09
Total Revenue	324,736.25
<b>Expense</b>	
Creation Cost Reimbursements	0.00
Total Expense	0.00
Balance Forward	324,736.25

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2020-R\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, RATIFYING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2020-2021; FUNDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; FILING OF BUDGET; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE

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

**WHEREAS,** the new fiscal year commences for the City on October 1, 2020; and

**WHEREAS,** the Budget as adopted raises more total property taxes than last year’s budget by \$194,579, which is a fourteen percent (14%) increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$166,889.00; and

**WHEREAS,** Local Government Code § 102.007 requires the City ratify the Budget by a separate vote; and

**WHEREAS,** the City Council finds that the proposed Budget is for legitimate municipal purposes, and complies with Texas Local Government Chapter 102; and

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

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

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance establishing a budget for the upcoming fiscal year; and

**WHEREAS,** the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget (*Attachment “A”*).

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

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.



**2. ENACTMENT**

The City’s budget for Fiscal Year 2019-2020 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Resolution for all intents and purposes.

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. FILING OF THE BUDGET**

The City Secretary is hereby directed to file the budget on the website of the City and in the City’s official records.

**6. EFFECTIVE DATE**

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

**7. PROPER NOTICE & MEETING**

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

**COUNCIL MEMBER XX** MOTIONED TO APPROVE THIS RESOLUTION, WHICH WAS SECONDED BY **XX**. THE MOTION TO APPROVE RESOLUTION NO. 2020-R\_\_\_ CARRIED RECEIVING THE VOTE: \_\_\_ (AYES), \_\_\_\_\_ (NAYS), AND **0** (ABSTENTIONS).

**PASSED & APPROVED, this the 8<sup>th</sup> day of September 2020, by the following roll call vote of the City Council of Dripping Springs, Texas.**

**Mayor Pro Tem Manassian**      \_\_\_\_\_ *for*      \_\_\_\_\_ *against*      \_\_\_\_\_ *abstain*      \_\_\_\_\_ *absent*

**Council Member King**      \_\_\_\_\_ *for*      \_\_\_\_\_ *against*      \_\_\_\_\_ *abstain*      \_\_\_\_\_ *absent*

<b>Council Member Purcell</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Harris-Allison</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
<b>Council Member Crow</b>	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

*Attachment “A”*

**Adopted Budget  
Fiscal Year 2020-2021**



# City Council Planning Department Staff Report

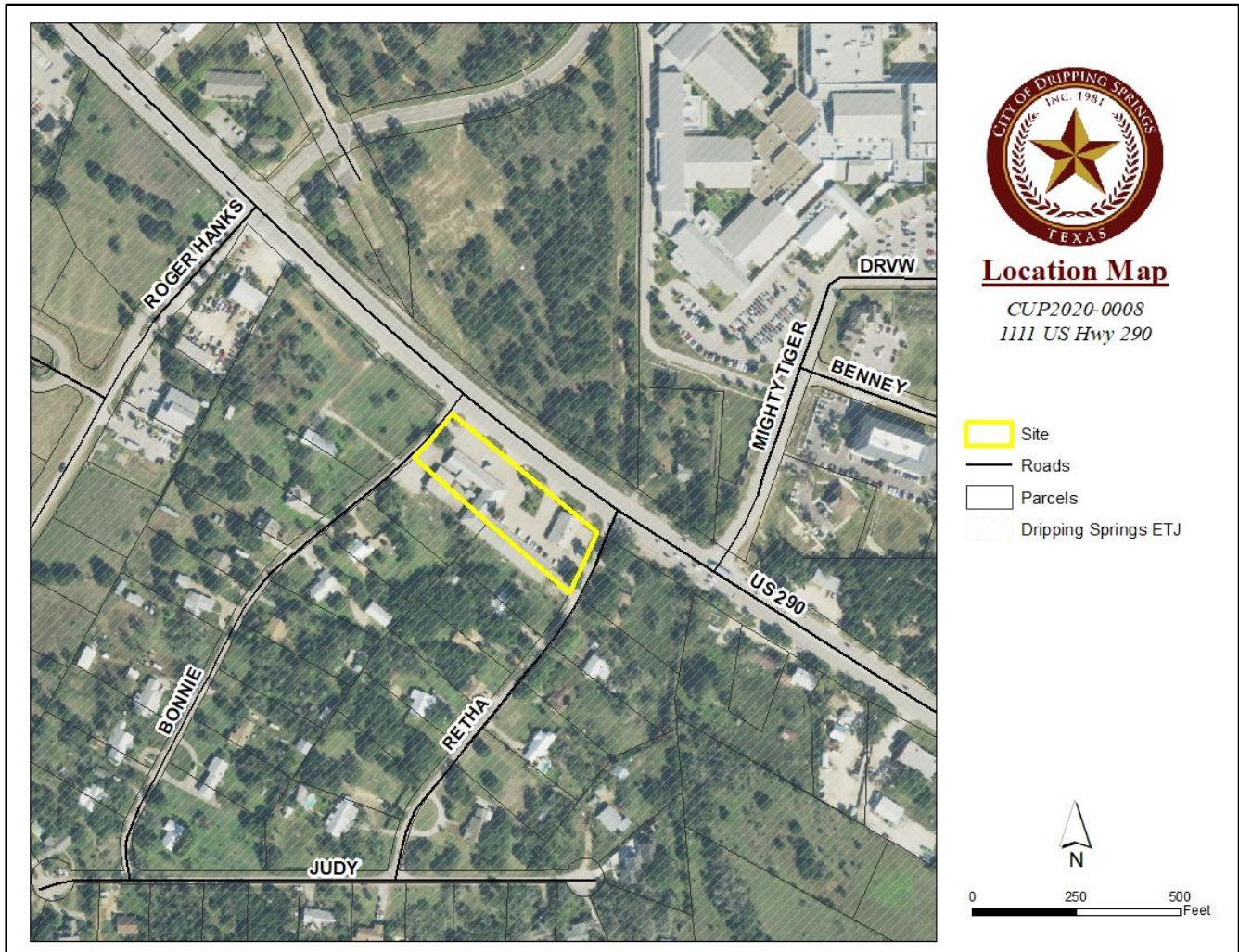
**City Council Meeting:** September 8, 2020  
**Project No:** CUP2020-0008  
**Project Planner:** Amanda Padilla, Senior Planner

### Item Details

**Project Name:** Bykowski Tailor & Garb  
**Property Location:** 1111 W US Highway 290, Dripping Springs, TX 78620  
**Legal Description:** DRIPPING SPRINGS HEIGHTS LOT 1 BLK B GEO#90402468  
**Applicant:** Jon Thompson, J Thompson Professional Consulting  
**Property Owner:** Trailhead Market Limited  
**Request:** Conditional Use Permit (CUP) for a Mobile Food Vendor – Longer than 10 days use within the Commercial Services (CS) Zoning District

### Staff Recommendation

**Staff recommends approval of the requested CUP with conditions outlined in the staff report**



**Overview**

The applicant is requesting a Conditional Use Permit (CUP) to allow a Mobile Food Vendor – Longer than 10 days to be located at 1111 W US Highway 290. The Property is located within the Commercial Services (CS) zoning district. Mobile Food Vendors longer than 10 days are permitted in the CS zoning district with an approved Conditional Use Permit. Per the City’s Zoning Ordinance that was amended on April 10, 2018, Sec. 30.05.009 (C), if any mobile food vendor remains at a same location for longer than 10 consecutive days, a Conditional Use Permit is required. If after 10 days, a Mobile Food Vendor wishes to relocate to a different location within the city, the vendor may do so for an additional 5 days. In any given month, a vendor may not locate within the city limits for more than 15 days without a CUP. A Conditional Use Permit is required to establish Mobile Food Vendor longer than 10 days, following procedures for CUPs per chapter 30, exhibit A: section 3.17 Conditional Use Permits of the Code of Ordinances.

The Applicant would like to have one (1) Mobile Food Vendor permanently located at the property to complement the business that will be located inside a suite [see exhibit 6] located at 1111 W US Hwy 290. The applicant is wanting to operate as a general merchandise retail store and restaurant. The Mobile Food Trailer would constitute the food component of the business. This location would offer clothing, hats, leather goods, footwear, apothecary, teas, books, oddities, curiosities, gifts, taxidermy, home décor, a bulk candy store, and full food and bar service. The Bar is not required to acquire a separate CUP or variance for the alcohol establishment use because the Business will hold a food and beverage certificate. (The selling of alcohol beverages shall not be allowed within 300 feet of School District Property unless the business holds a food and beverage certificate issued by the Texas Alcoholic Beverage Commission (TABC) [Per Sec 6.04.002 of the City’s Code of Ordinance].) It’s noteworthy that the reason the applicant is requesting the CUP for the Mobile Food Vendor is directly related to the business owner’s intent to also serve alcohol and avoid the variance that would be required as it is within 300 feet of a school.

The Mobile Food Vendor will be located at the rear of the building [See Exhibit 2] and will need to comply with the setbacks required in the Commercial Service district, see below table 1.

	<b>Setback Code requirement</b>
Front	Twenty-five feet (25'); all yards adjacent to a street shall be considered a front yard. See Section 5 for any additional setback requirements.
Rear	Twenty-five feet (25')
Side	Fifteen feet (15'); twenty-five feet (25') adjacent to a public street or residential lot.
Adjacent to a Single-Family District	Any commercial use that is located adjacent to (and not across the street from) any single-family zoning district shall be set back from the applicable residential district property line by sixty feet (60').

**Table 1 setback requirements**

The proposed location for the Mobile food Vendor would be on existing concrete and would not add any additional impervious cover, if any additional impervious cover is added a Site Plan application may be required.

Utilities are below:

Water: Dripping Springs Water Supply Corporation

Wastewater: The Mobile Food Vendor will be pumped on a regular basis by a licensed wastewater hauler

Electricity: Existing PEC connection

The Mobile Food Vendor is located on the same lot with an existing restaurant, Railroad Barbeque. Per Section 30.05.008 (k) All mobile food vendors are prohibited from being located within 150 feet of a restaurant as defined in Chapter 30, exhibit A, Section 1.6 of the City's Code, measured from property line of the mobile food vendor to the property line of the restaurant, unless granted permission from all said restaurants. The Applicant received a Letter from Railroad BBQ granting permission to be within 150 feet of their location/property [See Exhibit 5].

## Planning Department Staff Report

### Background information on TABC Requirements for Food and Beverage Certificates:

- **TABC Criteria for Food and Beverage Certificate from TABC Website** Alcoholic beverage sales cannot exceed **60%** of the total gross receipts of the licensed premise.
- You must have and maintain food service facilities for the preparation and service of multiple entrees:
  - Food service facilities means a portion of the license premises where food is stored and prepared primarily for on premise consumption.
  - Multiple entrees mean no fewer than eight (8) different entrees per meal period must be available to customers.
  - Entrée means the main dish of a meal

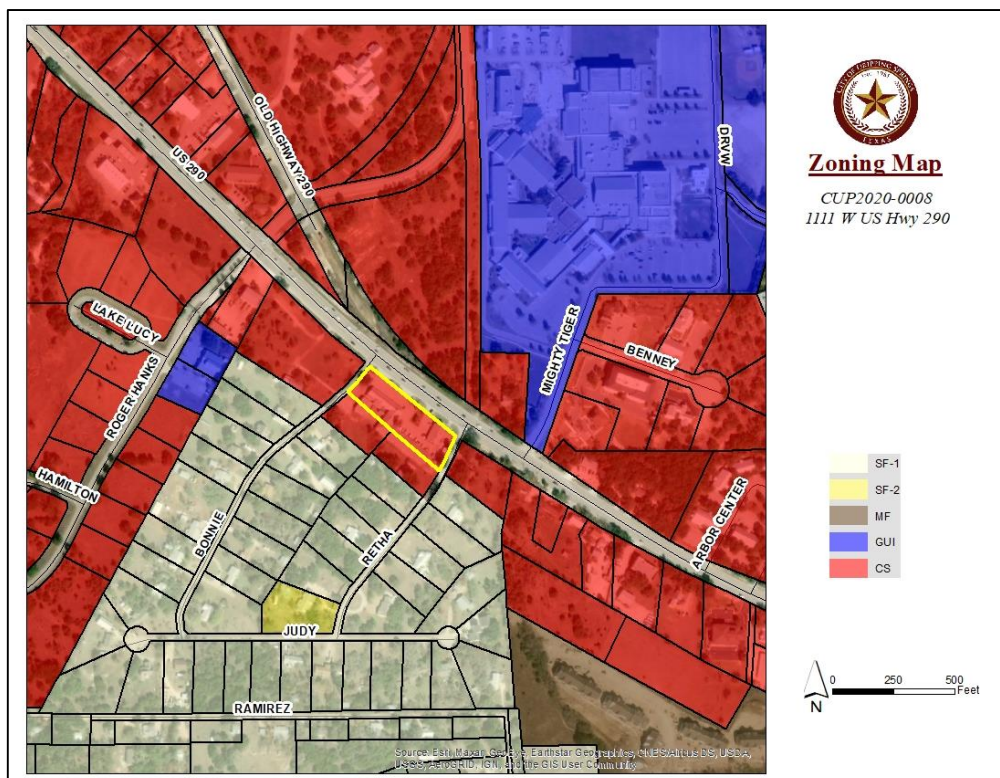
You must furnish the following, as well as any other information that might be deemed reasonably necessary by the commission to demonstrate qualifications for a Food and Beverage Certificate:

- Sales data or, if not available, projection of sales which should include breakdown of food, alcoholic beverages and other major categories at the location.
- Copies of floor plans of the licensed premise indicating areas devoted to preparation and service of food and those devoted primarily to the preparation and service of alcoholic beverages.
- Failure to submit the documentation requested or to accurately maintain required records is prima facie evidence of non-compliance to hold a Food and Beverage Certificate. (See **Rule 33.5**)

The holder of a Food and Beverage Certificate (FB) shall also maintain purchase invoices for alcoholic beverages to be maintained by the vendor. These records must be retained for four (4) years, and be made available for inspection and review by any authorized representative of the commission.

These permits are issued by the State and the City planning department relies on the permits as issued by the State.

### Surrounding Properties



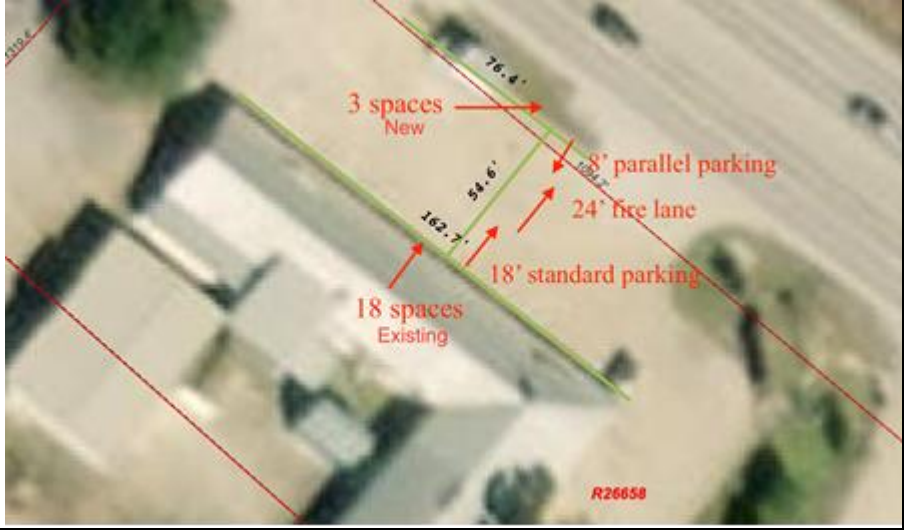
The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services (CS)	Undeveloped/ Single Family residential	Adjacent to the Activity Node- Mixed Use Activity Center
East	Commercial Services (CS)	Undeveloped	
South	Commercial Services (CS)/ Single Family Residential- Moderate Density (SF-2)	Single Family Residential	
West	Commercial Services (CS)	Undeveloped	

1111 W US Highway 290 currently has a restaurant (Railroad Barbeque), retail store (Cowgirls and Lace), and vacant store fronts. The Shopping Center has primarily been used for retail purposes.

**Approval Criteria for Conditional Use Permit Review (3.17.6-Zoning Ordinance)**

Approval Criteria	Staff Comments
1. The proposed use at the specified location is consistent with the policies embodied in the Comprehensive Plan;	The City of Dripping Springs Comprehensive plan is supportive of commercial development.
2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;	The zoning district is Commercial Services (CS), which permits a wide array of commercial and retail uses. Mobile food vendor courts are permitted in the CS zoning district with the approval of a conditional use permit (CUP). The mobile food vendor use would allow the applicant to function as a restaurant, which is a use permitted within the CS zoning district. For the alcohol component, the City relies on the certificates issued by the TABC to make alcohol zoning determinations. If the Applicant is not able to obtain or maintain a food and beverage certificate through the TABC they will need to obtain a bar CUP from the City and would also need to obtain a variance due to its location.
3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;	The applicant will need to meet all development standards.
4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following:	

<p>a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;</p>	<p>This use will be complementing the existing building on the property. The current building has adequate ingress and egress to the property.</p>
<p>b. Off-street parking areas, loading areas, and pavement type;</p>	<p>The applicant is required to provide three (3) parking spaces for the mobile food vendor. The applicant is proposing to add three (3) parallel parking spaces at the front of the lot. These will need to be appropriately marked and meet City code.</p> 
<p>c. Refuse and service areas;</p>	<p>Solid waste disposal will be handled with the existing onsite dumpster which is east of the main building.</p>
<p>d. Utilities with reference to location, availability, and compatibility;</p>	<p>The site has existing water from DSWSC; there is an existing septic system that was permitted for the convenience store, however, the food trailer will not be allowed to dump its waste into the septic system, it will be pumped on a regular basis by a licensed wastewater hauler; electricity is existing service with PEC.</p>
<p>e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;</p>	<p>There is a green space/septic field between the food trailer location and the nearest property. As well as trees and shrubbery between the food trailer location and the nearest neighbor. It is screened from the highway by the main building, it will be set back from the side street by a significant distance and is partially screened by the smaller building on the west side of the property</p>
<p>f. Control of signs, if any;</p>	<p>Signage will be done with a separate permit and will need to comply with the Current Sign Ordinance in effect. Any variances will require approval.</p>
<p>g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with</p>	<p>This property is within the City Limits and is required to comply with the Lighting Ordinance. No plan has been submitted to date.</p>



properties in the district;	
h. Required yards and open space;	The Applicant will need to comply with the required yard setback within the Commercial Services District.
i. Height and bulk of structures;	Applicant shall comply with the Commercial Service zoning district height and bulk requirements.
j. Hours of operation;	Proposed Mobile Food Vendor hours of operation:  Sunday- Thursday: 9:00am - 8:00pm Friday-Saturday: 9:00am - 10:00pm
k. Exterior construction material, building design, and building facade treatment;	Mobile Food Vendors do not have to comply with our Exterior Design Ordinance, but they do have to comply with our Sign Ordinance and applicable Sign Codes.
l. Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and	Not Applicable.
m. Provision for pedestrian access/amenities/areas;	Pedestrian access will be through the store itself which will have a door opening out onto the courtyard in front of the food trailer. The applicant will also provide picnic tables for people to sit if they choose.
5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity; and,	While establishing the proposed food vendor is not detrimental or damaging to the surrounding properties, this property with a food component does allow a bar, so long as they're able to obtain a food and beverage certificate through TABC, at this location, which is within 300' of a school. The surrounding properties are similarly zoned commercial and the property that is zoned single-family to the south is far enough that impact will be minimal.
6. Noise;	The applicant is not proposing amplified music but is planning for acoustic music. The applicant would be required to adhere to all state laws regarding noise and sec 30.05.009 (k) of the City code. (The noise level of mechanical equipment or outside sound equipment used in association with any mobile food vendor may not exceed 70 decibels when measured at the property line.)
7. Odors; and	The applicant would be required to adhere to all state laws regarding nuisances.
8. Dust.	The applicant would be required to adhere to all state laws regarding

nuisances.

## Summary and Recommendation

Based on the proposed land use, adjacent land uses, the opportunity to attract more individuals to the area, and increase sales tax **staff recommends approval of the requested CUP with the following conditions:**

1. Hours of Operation:
  - a. Sunday- Thursday: 9:00am - 8:00pm
  - b. Friday-Saturday: 9:00am - 10:00pm
2. No pedestrian flow or access from Bonnie Drive
3. No Parking in the Bonnie Drive right-of-way
4. Applicant shall provide a screening wall along rear property line made of solid masonry or wood. The wall shall be no less than six feet (6'), no more than eight feet (8'), in conjunction with landscaping elements on the property line
5. No outside speakers or amplified music is permitted
6. Decibel level shall not exceed 85 decibels per the Texas Penal Code, Title 9, Section 42.01 (c)(2)
7. The mobile food vendor shall not be placed on the property until the business receives a Certificate of Occupancy from the City Building Official for Bykowski Tailor and Garb, the business it shall be a part of.
8. All Trash at the rear of the property is to be cleaned up and maintained.
9. The CUP will be tied to the Certificate of Occupancy for Bykowski Tailor and Garb.
10. The applicant be required to submit TABC food and beverage certificate and any other related permits to the Planning Department yearly. If the applicant loses its food and beverage certificate at any time, but continues to serve alcohol, it will be required to obtain a CUP from the City and obtain a variance based on its location.

**The below is an excerpt of the code for the procedures that CC should take for CUPS.**

**City Council Action: The City Council shall be the final decision-maker on applications for CUPs. Following a public hearing, and in consideration of the P&Z's recommendations, the City Council shall approve, modify or deny the proposal for a CUP. If the appropriateness of the use cannot be assured at the location, the application for CUP shall be denied as being incompatible with existing uses or with other uses permitted by right in the district.**

## Planning and Zoning Commission Recommendation

The Planning and Zoning Commission recommended approval of the Conditional Use Permit with the following conditions:

1. Hours of Operation:
  - a. Sunday- Thursday: 9:00am - 8:00pm
  - b. Friday-Saturday: 9:00am - 10:00pm
2. No pedestrian flow or access from Bonnie Drive
3. Applicant shall provide a screening wall along rear property line made of solid masonry or wood. The wall shall be no less than six feet (6'), no more than eight feet (8'), in conjunction with landscaping elements on the property line
4. No outside speakers or amplified music is permitted
5. Decibel level shall not exceed 85 decibels per the Texas Penal Code, Title 9, Section 42.01 (c)(2)
6. The mobile food vendor shall not be placed on the property until the business receives a Certificate of Occupancy from the City Building Official for Bykowski Tailor and Garb, the business it shall be a part of.
7. All Trash at the rear of the property is to be cleaned up and maintained.
8. Applicant shall provide calculations from an engineer demonstrating that the remaining vegetative filter strip area provides required capacity for water quality compliance. If it does not, water quality facilities shall be added to achieve compliance.
9. The CUP will be tied to the Certificate of Occupancy for Bykowski Tailor and Garb.
10. The applicant be required to submit TABC food and beverage certificate and any other related permits to the

Planning Department yearly. If the applicant loses its food and beverage certificate at any time, but continues to serve alcohol, it will be required to obtain a CUP from the City and obtain a variance based on its location.

11. No parking within Bonnie Dr Right-of-way

With a vote of 7 to 0, all in favor.

### Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the request.

### Meetings Schedule

August 25, 2020 – Planning and Zoning Commission

September 8, 2020 - City Council Meeting

### Attachments

Exhibit 1: Conditional Use Permit Application

Exhibit 2: Concept Plan

Exhibit 3: Project Summary (Submitted by Applicant)

Exhibit 4: Floor Plan

Exhibit 5: Letter from Railroad BBQ

Exhibit 6: Suite to be occupied by business

Exhibit 7: Draft Conditional Use Permit Ordinance

Recommended Action:	Approve the conditional use permit, with staff and any additional conditions deemed necessary by the City Council.
Alternatives/Options:	Deny the conditional use permit; approve the conditional use permit with no or alternate conditions.
Budget/Financial Impact:	None calculated at this time, but the City would receive additional sales tax revenue.
Public Comments:	Staff has received a public comment and have attached them to the packet.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support the expansion of business and professional services Support Tourism related businesses



# CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

## CONDITIONAL USE PERMIT APPLICATION

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

NEW APPLICATION     EXTENSION OF A PREVIOUSLY APPROVED CUP

### CONTACT INFORMATION

PROPERTY OWNER NAME Trailhead Market Limited {Tenant: Bykowski Tailor & Garb}

STREET ADDRESS 909 Terrace Mountain Drive {1516 Live Oak Canyon Road, Dripping Springs, TX 78620}

CITY West Lake Hills STATE Texas ZIP CODE 78748

PHONE (512) 431-3030 EMAIL georgescott512@gmail.com (805) 607-9888 cdbykowski@hotmail.com

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting

STREET ADDRESS PO Box 172

CITY Dripping Springs STATE Texas ZIP CODE 78620

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

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Trailhead Market Limited
PROPERTY ADDRESS	1111 W US Hwy 290, Dripping Springs, Texas 78620 {Bldg B, Stes 4 & 5}
CURRENT LEGAL DESCRIPTION	Dripping Springs Heights, Lot 1, Block B
TAX ID#	R26658
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	Commercial Services
PROPOSED USE	To allow for a mobile food trailer to be on-site for more than ten business days
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	This request would be to allow up to <del>two</del> <sup>one</sup> mobile food trailers to be on-site at 1111 W US Hwy 290 (Trailhead Center - behind the existing commercial building(s)). These would not be a standalone mobile food court but associated with and complementary to a brick and mortar business inside of the Trailhead Center commercial building

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

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

\* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.  
 Voluntary compliance is strongly encouraged by those not required by above criteria *(see Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information).*

**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.) Instrument # 20008047

George Scott  
Name George Scott  
Pres of LP Partner  
Title

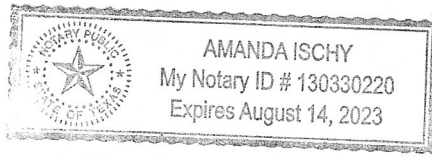
STATE OF TEXAS §  
  §  
COUNTY OF HAYS §

This instrument was acknowledged before me on the 1<sup>ST</sup> day of July,  
2020 <sup>ad</sup>  
201 by SCOTT GEORGE CLINGER.

A. Ischy  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

Jon Thompson  
Name of Applicant



**CONDITIONAL USE PERMIT SUBMITTAL**

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

Applicant:  Jon Thompson Date: June 2

**CHECKLIST**

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized PDF/Digital Copies of all submitted Documents
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application Fee ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings ( <i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plans
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps/Site Plan/Plat
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Architectural Elevation ( <i>if applicable</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed

*PN*



Item # 17.

### LIGHTING ORDINANCE COMPLIANCE AGREEMENT

Property Address: 1111 W Hwy 290, Dripping Springs, Texas 78620

Commercial  Residential

Applicant's Name (and Business Name, if Applicable):  
George Scott, Trailhead Market Limited

Applicant's Address: 909 Terrace Mountain Drive, Westlake Hills Texas 78748

Applicant's Email: georgescott512@gmail.com

**VOLUNTARY COMPLIANCE** with mitigation conditions:

**MANDATORY COMPLIANCE:**  
**IF APPLYING FOR:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Site Development Permit        |
| <input type="checkbox"/> Zoning Amendment Application      | <input type="checkbox"/> Sign Permit                    |
| <input type="checkbox"/> Subdivision Approval              | <input type="checkbox"/> Alcoholic Beverage Permit      |
| <input type="checkbox"/> Building Permit                   | <input type="checkbox"/> Food Establishment Permit      |
|  | <input type="checkbox"/> On-Site Sewage Facility Permit |

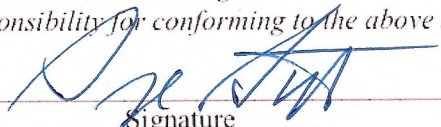
By applying for a **Conditional Use Permit, Zoning Amendment Application, Subdivision Approval, or Building Permit** for a major addition, all existing outdoor lighting shall be brought into conformance with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.) before: final inspection, issuance of a certificate of occupancy, or final plot recordation.

Applicants receiving a permit for: **Site Development, Sign Permit** for externally or internally-illuminated outdoor sign, initial **Alcoholic Beverage Permit, initial Food Establishment Permit, and On-Site Sewage Facility Permit** shall have a maximum of 90 days from permit issuance to conform with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.).

*-If existing lighting is nonconforming, plans for bringing the lighting into conformance are **required** to be attached to this agreement.*

*-If existing lighting is already in conformity with the lighting ordinance, photos of all on-site lighting are **required** to be attached to this agreement for verification.*

*By signing below, I acknowledge that I have read and agreed to these terms and conditions and accept responsibility for conforming to the above stated ordinance specifications:*

  
Signature

7-1-20  
Date

Tap to  
Download

Tap to  
Download



**From:** [Jon Thompson](#)  
**To:** [Amanda Padilla](#)  
**Cc:** [Brandon Elliott](#); [Alicia Lundy-Morse](#)  
**Subject:** CUP 2020-0008 Mobile Food Vendor  
**Date:** Wednesday, August 12, 2020 10:30:46 PM  
**Attachments:** [Exhibit for CUP 2020.pdf](#)

---

Amanda,

1. Letter from all Restaurants on the property and 150 ft from the property line giving the applicant permission to have a Mobile Food Truck at the location proposed.
  - *A letter from Railroad BBQ has been requested. It should have been dropped off by Railroad BBQ at City Hall.*
2. If amplified music is proposed, we ask that you request that prior to P&Z and CC
  - *There would be no amplified music outside. If there's any amplified music it would be inside. Any outside music would be acoustic.*
3. 3 additional parking spaces or if you plan to utilize existing parking a letter requesting that which should be approved by the business owner and the City.
  - *Can you clarify? The sentence syntax isn't clear as to what you're asking for. I think you're asking for an additional 3 spaces, which if so, we can provide that in the back of the property near the food trailer. An exhibit will be provided.*
4. The below items addressed:

(1) Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;

- *The property has an existing parking lot in the front of the building. This is where the guest parking will be primarily for the store, whose customers will be frequenting the food trailer as a part of the shopping experience. While additional parking has been requested since this is a mobile food trailer, this food trailer's operation is as a complement to the rest of the business operation and not as a separate business. Effectively, it is to be operated as the kitchen for the customers to pick up their food and sit in the proposed courtyard area.*

(2) Off-street parking areas, loading areas, and pavement type;

- *The parking, as mentioned above, is a part of the existing building's operation and will be the same for the store for which the food trailer will be serving as their kitchen preparing food for people to order and pick up while dining either on the courtyard or inside the store while browsing. The parking is asphalt. All items delivered to the food trailer will be delivered on the side of the building near the smaller building on the west side.*

(3) Refuse and service areas;

- *The refuse and service area is to the east of the main building where all other waste is collected.*

- (4) Utilities with reference to location, availability, and compatibility;
- *The site has existing water from DSWSC; there is an existing septic system that was permitted for the convenience store, however, the food trailer will not be allowed to dump its waste into the septic system, it will be pumped on a regular basis by a licensed wastewater hauler; electricity is existing service with PEC.*
- (5) Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;
- *There is a green space between the food trailer location and the nearest property. As well there are trees and shrubbery between the food trailer location and the nearest neighbor. If more is needed, more can be proposed and provided, as necessary. It is screened from the highway by the main building, it will be set back off of the side street by a significant distance and is partially screened by the smaller building on the west side of the property.*
- (6) Control of signs, if any;
- *There will be no additional signs for the food trailer, except what will be on the food trailer in the way of the menu board.*
- (7) Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
- *All lighting related to the trailer will be compliant with the Dark Sky Ordinance.*
- (8) Required yards and open space;
- *Not applicable.*
- (9) Height and bulk of structures;
- *Not a permanent structure. Not applicable.*
- (10) Hours of operation;
- *Sunday through Thursday - 9:00 a.m. until 8:00 p.m.*
  - *Friday and Saturday - 9:00 a.m. until 10:00 p.m.*
- (11) Exterior construction material, building design, and building facade treatment;
- *Not a permanent structure. Not applicable.*
- (12) Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and
- *Traffic flow will be no different than the normal operations of the business that has existed in this building since the 1980's.*
- (13) Provision for pedestrian access/amenities/areas;

- *Pedestrian access will be through the store itself which will have a door opening out onto the courtyard in front of the food trailer. There will be picnic tables available for people to sit if they choose.*

(14) Noise;

- *The noise will be compliant with the City's noise ordinance; it will not be louder than typical business operations.*

(15) Odors; and

- *Food cooking is the only smell that will be different than typical. That smell is typical of any restaurant.*

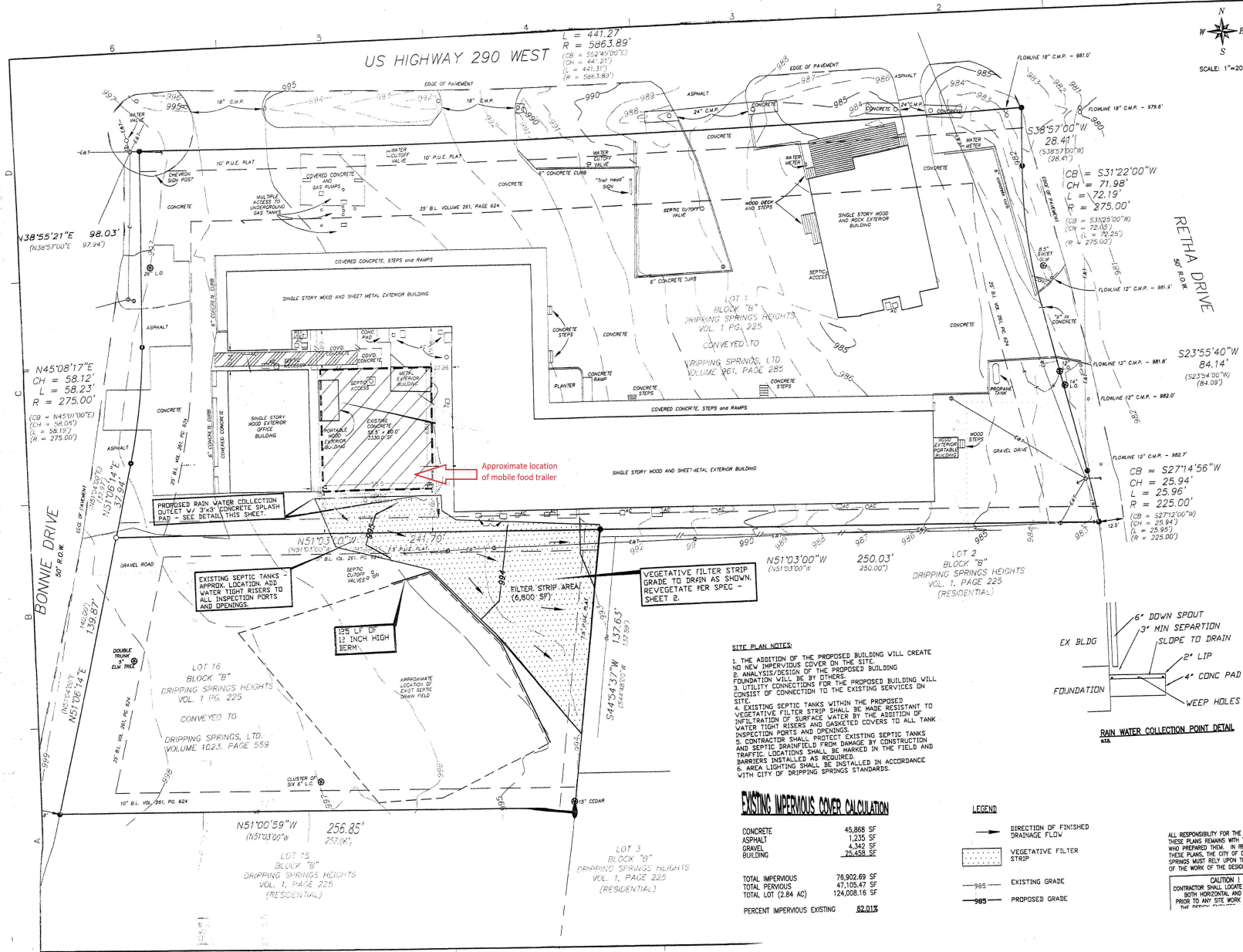
(16) Dust.

- *Since the area where the food trailer is going is not going to be used for vehicular ingress and egress the dust will be at a minimum since nothing will be getting disturbed.*

Jon Thompson  
J Thompson Professional Consulting  
PO Box 172  
Dripping Springs, Texas 78620  
(512) 568-2184  
[jthompsonconsultingds@gmail.com](mailto:jthompsonconsultingds@gmail.com)



Exhibit for CUP 2020-0008 Mobile Food Trailer

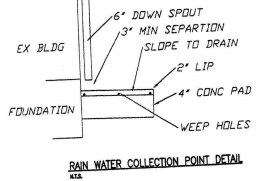
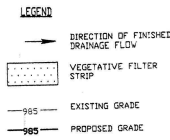


Approximate location of mobile food trailer

- SITE PLAN NOTES**
1. THE ADDITION OF THE PROPOSED BUILDING WILL CREATE NO NEW IMPERVIOUS COVER ON THE SITE.
  2. ANALYSIS/DESIGN OF THE PROPOSED BUILDING FOUNDATION WILL BE BY OTHERS.
  3. UTILITY CONNECTIONS FOR THE PROPOSED SERVICES ON LOT 15 SHALL BE MADE TO THE EXISTING SERVICES ON LOT 16.
  4. EXISTING SEPTIC TANKS WITHIN THE PROPOSED VEGETATIVE FILTER STRIP SHALL BE MADE RESISTANT TO INFILTRATION OF SURFACE WATER BY THE ADDITION OF WATER TIGHT RISERS AND GASKETED COVERS TO ALL TANK INSPECTION PORTS AND OPENINGS.
  5. CONTRACTOR SHALL PROTECT EXISTING SEPTIC TANKS AND SEPTIC DRAINFIELD FROM DAMAGE BY CONSTRUCTION AND TRAFFIC. LOCATIONS SHALL BE MARKED IN THE FIELD AND BARRIERS INSTALLED AS REQUIRED.
  6. AREA LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF DRIPPING SPRINGS STANDARDS.

**EXISTING IMPERVIOUS COVER CALCULATION**

CONCRETE	45,868 SF
ASPHALT	1,235 SF
GRAVEL	4,342 SF
BUILDING	25,458 SF
<b>TOTAL IMPERVIOUS</b>	<b>76,903.69 SF</b>
<b>TOTAL PERVIOUS</b>	<b>47,105.47 SF</b>
<b>TOTAL LOT (2.84 AC)</b>	<b>124,009.16 SF</b>
<b>PERCENT IMPERVIOUS EXISTING</b>	<b>62.01%</b>

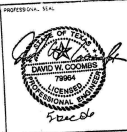


**DAVID W. COOMBS, P.E.**  
 1210 HWY 290, STE 101  
 ELGIN, TX 78621  
 (512) 281-3500  
 FAX: (512) 285-5111

PROJECT NUMBER: **63013**

PROJECT TITLE: **TRAILHEAD CENTER**  
 U.S. HIGHWAY 290 WEST  
 DRIPPING SPRINGS, TEXAS

OWNER: **DRIPPING SPRINGS, LTD.**



DRAWINGS ISSUED FOR:  
 CE DEC OR SUBMITTAL

SCOPE OF THE DOCUMENT  
 These drawings are not to be used for construction unless specifically noted on the drawings.

**REVISIONS**

NO.	DATE	DESCRIPTION

DESIGN BY: [Signature] CHECKED BY: DATE: 2 JULY 2006  
 PROJECT TITLE: **SITE PLAN & WATER QUALITY CONTROL PLAN**

ALL RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF DRIPPING SPRINGS MUST RELY UPON THE AGENCY OF THE WORK OF THE DESIGN ENGINEER.

**CAUTION!**  
 CONTRACTOR SHALL LOCATE ALL UTILITIES BOTH HORIZONTAL AND VERTICAL PRIOR TO ANY SITE WORK BEING DONE. THE PERMITS ARE REQUIRED.

Summary of Project  
CUP – Mobile Food Trailer  
1111 W Hwy 290, Dripping Springs Texas

The property located at 1111 W Hwy 290 has been occupied and operated primarily over the last twenty-five years as Cowgirls and Lace by Reba Byrd. There was also a convenience store in operation on the western end of the building, known as Trailhead Center; however, that space was assumed by Mrs. Byrd as a part of her operation several years ago.

The property is owned by George Scott, Dripping Springs, Ltd. The legal description of the property is Dripping Springs Heights Subdivision, Block B, Lots 1 & 16. Utilities are as follows: water is supplied by Dripping Springs Water Supply, electricity by Pedernales Electric, and wastewater is provided by an On-Site Sewage Facility.

The history of the property has been retail since the 1980's as a convenience store and retail shopping and was known as Redwood Center. It included the restaurant space that is now occupied by Railroad BBQ. The anchor was the convenience store on the west side of the building. The Hays County Precinct 4 Office was in the building behind the former convenience store that faces Bonnie Drive.

The importance of understanding the history of the site is that it has been a continuously operated property with retail, convenience store, and restaurant for over 30 years and closely coincides with the life of the incorporation of the City of Dripping Springs. It is a property that has evolved its businesses with the times. Once again, the site is undergoing a transformation and evolution as the years have progressed and times have changed. While Cowgirls and Lace remains in business it has reduced its lease space to 2500 square feet from its former space which took nearly the entire center.

The restaurant space (3000 square feet) occupied by Railroad BBQ will remain what it is; while Cowgirls and Lace is the only tenant of the main building which is approximately 18,000 square feet. A proposed new tenant is Bykowski Tailor & Garb (though this business name is subject to change but for now, "Bykowski") who has signed a lease for 6200 square feet. The business plan for Bykowski is to operate as a general merchandise retail store and restaurant. The mobile food trailer is part of the business plan for Bykowski. The mobile food trailer would constitute the food component of the restaurant.

Since the placement of a mobile food trailer requires a Conditional Use Permit (CUP), the application for the CUP is being submitted for consideration and approval for one mobile food trailer. The mobile food units is intended for Bykowski as a part of his business operation.

As has been expressed on occasion in the past by the City, it has been stated that the desire is to see that a mobile food trailer be a complementary use to a brick-and-mortar business. That is what is being proposed in this proposal, the mobile food trailer associated with Bykowski as a complementary use rather than a standalone mobile food trailer.

The placement of the mobile food trailer will be located behind the existing building on the patio behind the former convenience store that is on the south side of the building. The mobile food trailer will be placed on existing impervious cover so as not to increase the impervious cover. Photos of a potential mobile food trailer is included with this Summary, along with photos of the potential interior of the store. A last exhibit is the survey of the property with the vertical improvements shown and the proposed location of the mobile food trailer.

The following is a description of the business model as prepared by Chris Bykowski:

*Bykowski Tailor & Garb is a story of love, passion for lifestyle, and hard work. We are a combat veteran owned and operated lifestyle brand specializing in manufacturing handcrafted ready to wear and custom-tailored clothing and accessories for men and women ranging from hats down to boots and all in between, such as rustic casual wear and fancy tuxedos. Already a one of a kind shopping experience of ten years, it is time for the next chapter in raising the bar in an all-encompassing shopping experience to tantalize all of the senses for the whole family. The new location will feature clothing, hats, leather goods, footwear, apothecary, teas, books, oddities, curiosities, gifts, taxidermy, home decor, a bulk candy shop, and full food and bar service indoors and on the patio, games and small stage for curated low-key live music for an inviting vibe. A truly unique retail center with services available in every nook of the complex to experience 10am -9pm Monday through Saturday and a Sunday brunch. Starting off the remodel as the anchor to the small Trail Head plaza on 290 to entice like-minded Texas businesses to join us in the plaza with longtime locals Cowgirls & Lace and Railroad BBQ in its additional spaces available to further enrich the visitors experience.*

*Being a Texas, local brand, we will support our fellow Texan's craft, goods, wares, services, and spirits that will be showcased throughout the complex. Flight tastings consist of Texas beer, wine, spirits and charcuterie. Unlike a "bar" we will have a curated selection of roughly 30 different local alcohol available instead of 150-200 varieties because we are NOT a bar. We are a retail store/ design house/ clothing and accessories manufacturer/ lifestyle brand that will have a bar inside and a food trailer outside as an accessory to support the overall experience in the vain of Cabelas and Bass Pro Shop. It is not just a store to shop in, but an experience and a conversation!*

*The nostalgic baroque aesthetic of a Victorian industrial merchant ship meets jovial 1930's carnival will be Travel Channel worthy. A place to bring the whole family for the day or must stop for visitors passing through town on the way in and out of Austin and Wine Country.*

*Businesses, especially retail are incorporating a food and alcohol business model to remain sustainable, interesting, and to keep people coming back. Low key live music or performances throughout the day indoors, sports on outdoor TVs while patrons enjoy a non-alcoholic or alcohol drink, grab a bite to eat on the patio or beautiful indoors, and shop unique goods will bring tax dollars, manufacturing, jobs, art, and culture to town and establish and landmark for our city of Dripping Springs, hill country, and Texas. [www.BykowskiTailorGarb.com](http://www.BykowskiTailorGarb.com) is the current business in the midst of an operation remodel to cope with the economic hardships and state of society we face as a community to focus on our next chapter. Being a sustainable and small business allows us to reevaluate and act accordingly - like we are now. This dream store has been a long time in the making and we look forward to sharing it with you and our home town of Dripping Springs.*

In summary, the business of Bykowski Tailor & Garb and the owner of the property, George Scott, Trailhead Market, Ltd. respectfully ask for the approval of the placement of one mobile food trailer on the property known as 1111 W. Hwy 290.























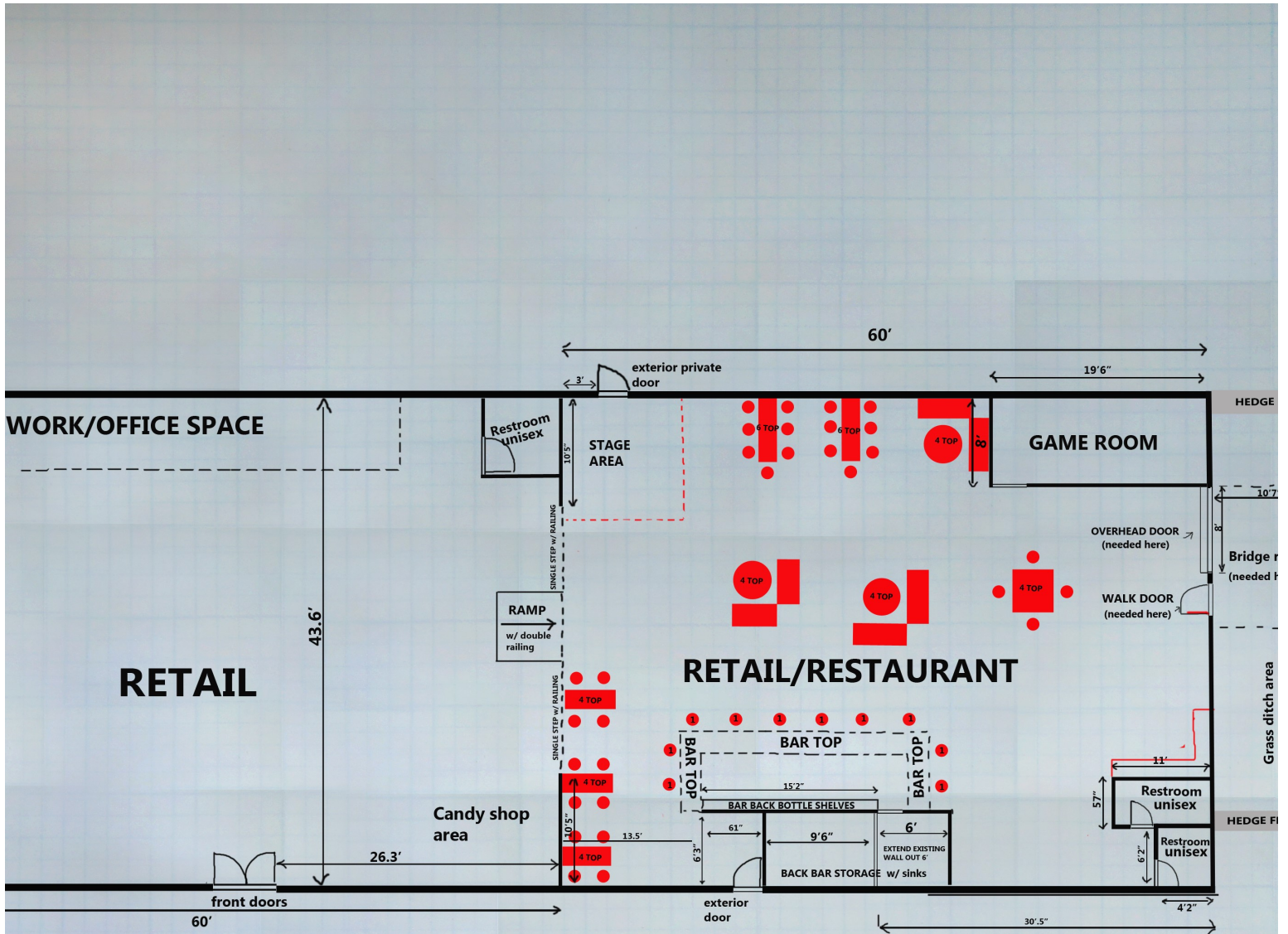












sqft total ; **2640sqft = restaurant/ mixed retail**  
**3477sqft = strictly retail space**

**6069 sqft total**  
**inside walls**

**From:** [Jon Thompson](#)  
**To:** [Amanda Padilla](#)  
**Subject:** CUP (Bykowski)  
**Date:** Thursday, August 13, 2020 6:11:51 PM



Amanda,  
Here's an additional exhibit with a bit more clarity on Chris' suite. Thought this might be helpful.  
Jon



**From:** [Jon Thompson](#)  
**To:** [Amanda Padilla](#)  
**Cc:** [Brandon Elliott](#); [Alicia Lundy-Morse](#)  
**Subject:** Re: CUP 2020-0008 Mobile Food Vendor  
**Date:** Thursday, August 13, 2020 11:55:57 AM  
**Attachments:** [image.png](#)

---

Here's an exhibit roughly showing his suite. He has a front into the regular parking lot and will be having access out into the courtyard. Does this work?



Jon Thompson  
J Thompson Professional Consulting  
PO Box 172  
Dripping Springs, Texas 78620  
(512) 568-2184  
[jthompsonconsultingds@gmail.com](mailto:jthompsonconsultingds@gmail.com)

On Thu, Aug 13, 2020 at 10:28 AM Jon Thompson <[jthompsonconsultingds@gmail.com](mailto:jthompsonconsultingds@gmail.com)> wrote:

We'll be showing (installing) three additional parking spaces as demonstrated on the exhibit. I've asked for Mr. Bykowski to mark the building as to where his suite is going to be. I roughly know but want to make sure it's right. I'll be driving in a little bit heading to Fort Collins but will send it to you as quickly as I get it or when I stop and can check my email. Thanks.

Jon Thompson  
J Thompson Professional Consulting  
PO Box 172

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. [REDACTED]**

**Conditional Use Permit**

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE USE OF MOBILE FOOD VENDOR – LONGER THAN 10 DAYS WITHIN THE COMMERCIAL SERVICES ZONING DISTRICT FOR A PROPERTY LOCATED AT 1111 WEST US HIGHWAY 290, UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT “A”; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.

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

**WHEREAS,** pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to regulate zoning within the City; and

**WHEREAS,** the City of Dripping Springs desires to approve a conditional use permit because of the unique nature of this property, and the land use is compatible with the permitted land uses in a given zoning district only under current conditions; and

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

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt this Ordinance.

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

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as expressly set forth herein.

**2. ENACTMENT**

The Conditional Use Permit is approved as presented in Exhibit “A” to this ordinance.

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. EFFECTIVE DATE**

This Ordinance and Conditional Use Permit shall be effective immediately upon passage and publication.

**6. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED** this, the \_\_\_ day of \_\_\_\_\_ 2020, by a vote of \_\_\_(ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

*Attachment "A"*

## City of Dripping Springs | Conditional Use Permit

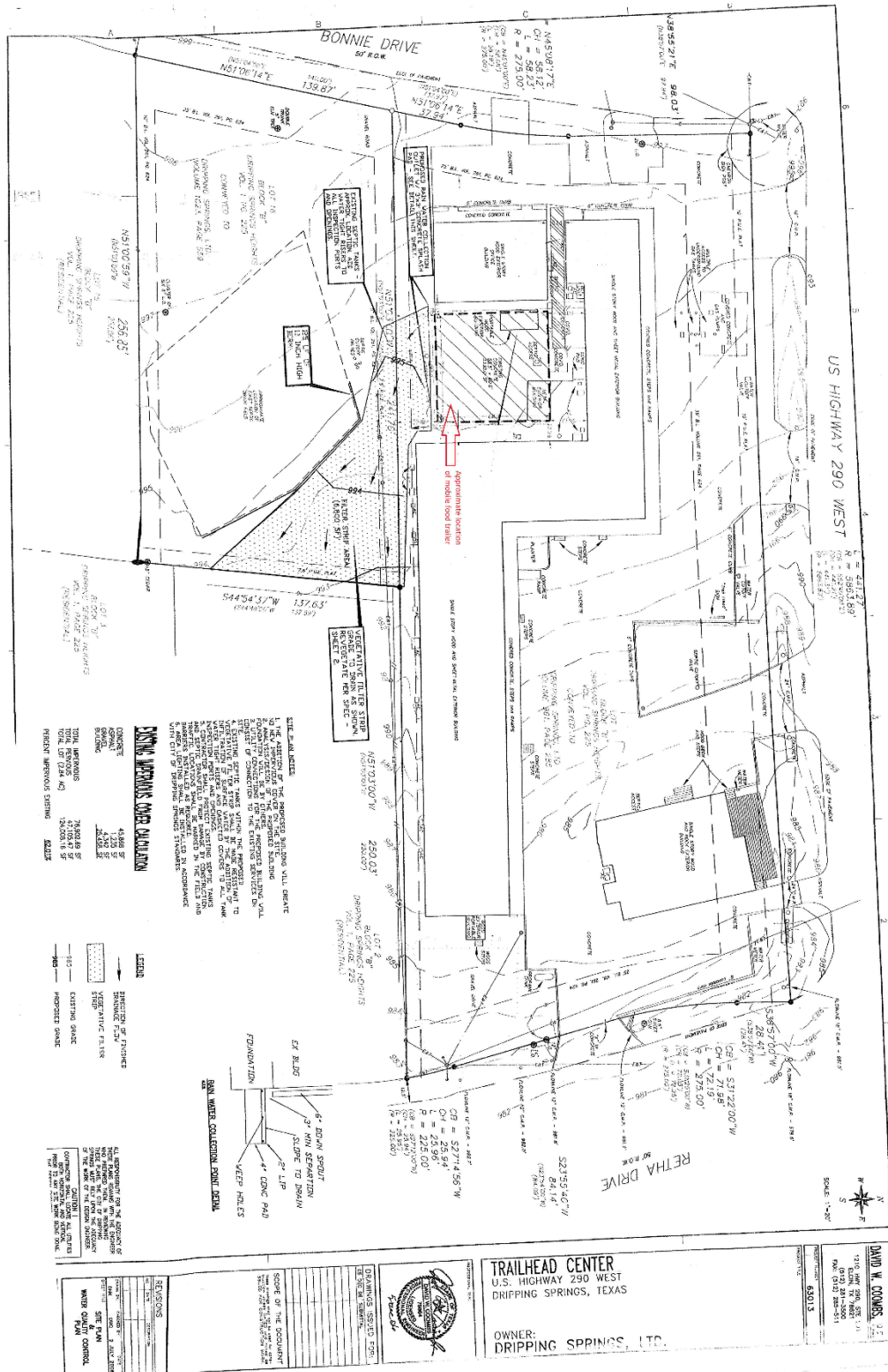
Granted to allow the land use of "Mobile Food Vendor – Longer than 10 days" on a property that is currently zoned Commercial Services (CS) District located at:

1111 W US Highway 290, Dripping Springs, Texas, 78620  
 Approved by the City of Dripping Springs City Council on \_\_\_\_\_

Operation of a Mobile Food Vendor – Longer than 10 days at the above-mentioned location is allowed pursuant to the following regulations:

1. Hours of Operation:
  - a. Sunday- Thursday: 9:00am - 8:00pm
  - b. Friday-Saturday: 9:00am - 10:00pm
2. No pedestrian flow or access from Bonnie Drive
3. No Parking in the Bonnie Drive right-of-way
4. Applicant shall provide a screening wall along rear property line made of solid masonry or wood. The wall shall be no less than six feet (6'), no more than eight feet (8'), in conjunction with landscaping elements on the property line
5. No outside speakers or amplified music is permitted
6. Decibel level shall not exceed 85 decibels per the Texas Penal Code, Title 9, Section 42.01 (c)(2)
7. The mobile food vendor shall not be placed on the property until the business receives a Certificate of Occupancy from the City Building Official for Bykowski Tailor and Garb, the business it shall be a part of.
8. All Trash at the rear of the property is to be cleaned up and maintained
9. The CUP will be tied to the Certificate of Occupancy for Bykowski Tailor and Garb
10. The applicant be required to submit TABC food and beverage certificate and any other related permits to the Planning Department annually. If the applicant loses its food and beverage certificate at any time, but continues to serve alcohol, it will be required to report to the City immediately and obtain a CUP for a bar from the City and obtain a variance based on its location, if applicable
11. Conditional Use Permits for new uses/structures shall be deemed to have expired and shall become null and void if construction is not completed and occupation commenced within two years of the date the CUP was approved.
12. City Administrator may revoke the CUP for failure to comply with municipal regulations and the conditions placed on the use (City of Dripping Springs Zoning Ordinance Section 3.17.9).
13. Conditional Use Permit is effective on September 8,2020.

Attachment "B"



**From:** [Jon Thompson](#)  
**To:** [Amanda Padilla](#)  
**Subject:** Fwd: Railroad BBQ letter  
**Date:** Wednesday, August 12, 2020 11:04:44 PM

---

Amanda,  
Please find the attached letter regarding the food trailer CUP for Chris Bykowski. A hard copy should have been dropped off at City Hall. Please let me know if you have any questions.  
Jon

----- Forwarded message -----

**From:** **Jon Thompson** <[jthompsonconsultingds@gmail.com](mailto:jthompsonconsultingds@gmail.com)>  
**Date:** Wed, Aug 12, 2020 at 10:02 PM  
**Subject:** Railroad BBQ letter  
**To:** <[jthompsonconsultingds@gmail.com](mailto:jthompsonconsultingds@gmail.com)>

**Railroad Bar-B-Que Inc.  
P.O. Box 134  
Dripping Springs, TX 78620**

August 11th, 2020

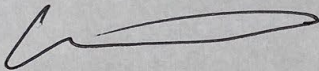
The City of Dripping Springs

Re: Bykowski Tailor and Garb Food Truck

To whom ii may concern:

Bykowski Tailor and Garb has our support to open and operate a food truck at the Trailhead Market located at 1111 West Hwy 290 in Dripping Springs Tx.

Sincerely,



Gerald Sherrill  
Principal  
Railroad Bar-B-Que Inc.

--  
Jon Thompson  
J Thompson Professional Consulting  
PO Box 172  
Dripping Springs, Texas 78620

(512) 568-2184  
[jthompsonconsultingds@gmail.com](mailto:jthompsonconsultingds@gmail.com)



**From:** [Mary Pryor](#)  
**To:** [Amanda Padilla](#)  
**Cc:** [Planning](#); [Michelle Fischer](#); [georgescott512@gmail.com](mailto:georgescott512@gmail.com); [bykowski@hotmail.com](mailto:bykowski@hotmail.com); [jthompsonconsultingds@gmail.com](mailto:jthompsonconsultingds@gmail.com)  
**Subject:** Re: Case # CUP2020-0008  
**Date:** Thursday, August 27, 2020 2:54:57 PM

Yes, please forward to City Council.

Septic field/mound access on my property, 109 Bonnie Dr. -

Regarding access to my personal septic field mound at the back of my property at 109 Bonnie Dr., behind my fence, the only access route to that field for future issues of my septic area or fire hazard issues is through the septic field of the building which has been deemed the easement access to my septic field location to which I have used frequently for issues. Therefore, a wall or fence would NOT allow me easement access to that area for septic repairs or fire hazard issues. Thus, a natural landscape would be best which I am in talks with George and Chris to make the area beautiful. Thank you for making note of this easement.

Mary Pryor  
 109 Bonnie Dr.  
 Dripping Springs, TX 78620  
 512-738-3333

On August 27, 2020 at 11:51 AM, Amanda Padilla <[apadilla@cityofdrippingsprings.com](mailto:apadilla@cityofdrippingsprings.com)> wrote:

Mary,

Thank you for submitting your email. Though the conditions were initially placed on due to our phone conversation, staff believes that the conditions would benefit the surrounding residential subdivision and will make the same recommendation and conditions to City Council. I will send this email to City Council if you so wish me to.

Thank you,  
 Amanda Padilla



**From:** Mary Pryor <[mpryor5@icloud.com](mailto:mpryor5@icloud.com)>  
**Sent:** Thursday, August 27, 2020 11:47 AM  
**To:** Amanda Padilla <[apadilla@cityofdrippingsprings.com](mailto:apadilla@cityofdrippingsprings.com)>  
**Cc:** Planning <[planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com)>; Michelle Fischer <[MFischer@cityofdrippingsprings.com](mailto:MFischer@cityofdrippingsprings.com)>; [georgescott512@gmail.com](mailto:georgescott512@gmail.com); [bykowski@hotmail.com](mailto:bykowski@hotmail.com); [jthompsonconsultingds@gmail.com](mailto:jthompsonconsultingds@gmail.com)  
**Subject:** Case # CUP2020-0008

Attn: Amanda Padilla

Regarding the conditional use permit application case # CUP2020-0008 for Chris Bykowski.

I had previously called for concerns as my property backs up to the building. I understand that the ZOOM meeting on August 25th discussed a restriction for a 6 to 8 foot wall, and parking issues on the Bonnie Drive side of the street for overflow due to my phone conversation with Amanda Padilla earlier month. I did not attend the ZOOM meeting to say otherwise as I had another ZOOM conference at that time.

Since that conversation with the City, I have walked the premises with Chris Bykowski and George Scott. My concerns previously with the City of Dripping Springs have been addressed, and I no longer have concerns with these issues after meeting with George and Chris. Due to not attending the ZOOM meeting for other obligations, please accept this letter as approval for the following issues to be changed with the City of Dripping Springs from the August 25th hearing. The food trailer is deemed an in-house only food vendor accessed only through the building with eating areas on the concrete pad and indoors, which will be obvious, and will be blocked from entering this side of the

property, it will clearly be part of the building facade, not seen from the street as a drive-up food trailer per se.

**I approve the following:**

- **The establishment will add value to the City of Dripping Springs.**
- **There is NO NEED to build a 6-8 foot wall or fence that would be obtrusive and unsightly next to my property. I am in discussions with George Scott and Chris Bykwoski about natural landscape applications for a hedge as that keeps the landscape more open and natural for our wildlife, viewing and value.**
- **Parking overflow on the Bonnie Drive side of the building is allowable, and necessary. I no longer have an issue with this concern as stated above with the food vendor deemed in-house and part of the facade, not seen from the street.**

For any further questions regarding this project, please call or email me. Thank you for your attention to this matter.

Mary Pryor  
109 Bonnie Dr.  
Dripping Springs, TX 78620  
512-738-3333 cell

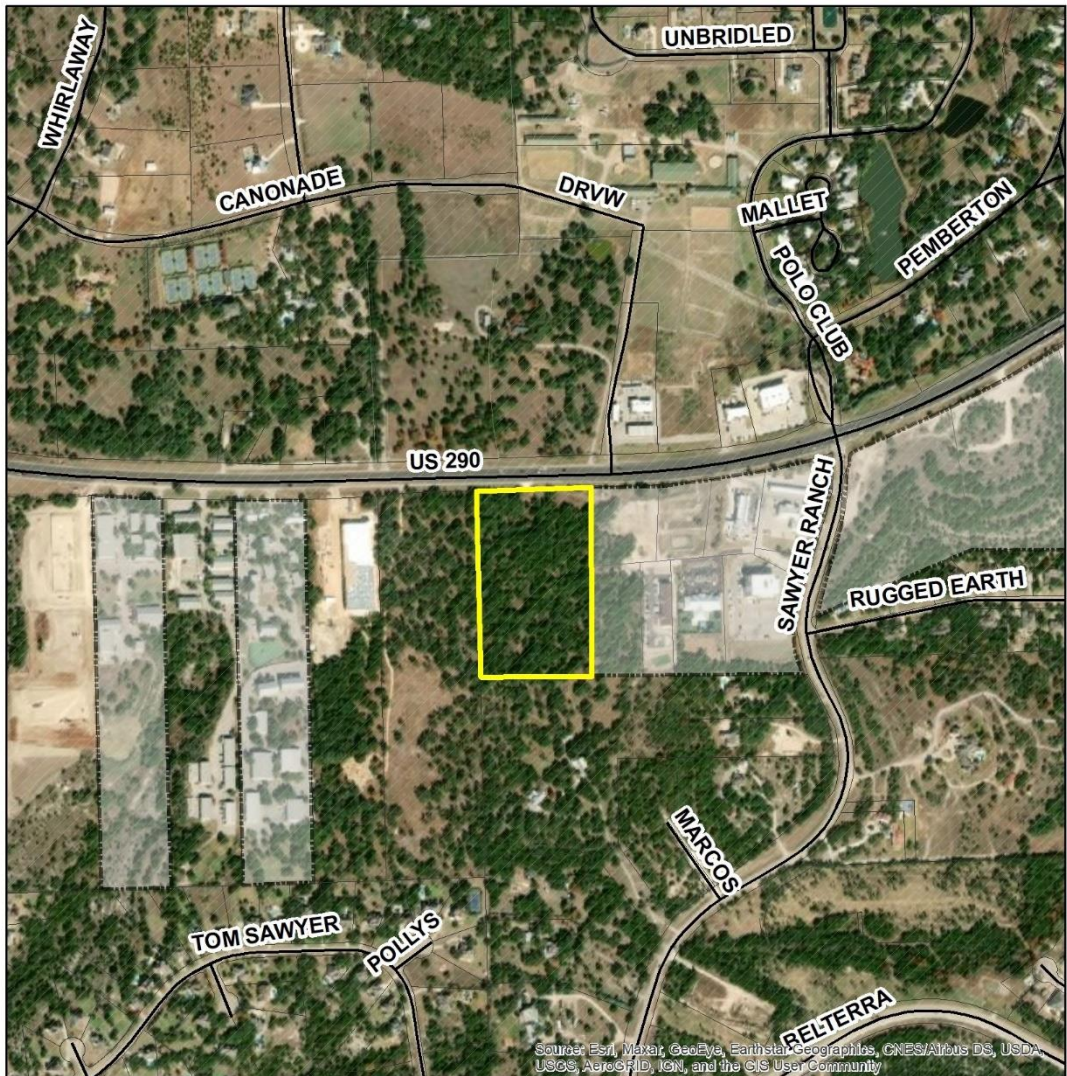


# City Council Planning Department Staff Report

**City Council Meeting:** September 8, 2020  
**Project Number:** Annex2020-0003  
**Project Planner:** Amanda Padilla, Senior Planner

## Item Details

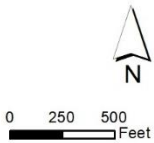
**Project Name:** Sawyer Ranch Subdivision  
**Property Location:** This property is generally located Southwest of the intersection of Hwy 290 and Sawyer Ranch Road (R95789)  
**Legal Description:** A0240 E B HARGRAVES SURVEY, ACRES 11.1044  
**Applicant:** Jon Thompson  
**Property Owner:** SAWYER T R & SAWYER-CLEVELAND PARTNERSHIP  
**Request:** Annexation into the City Limits for a 11.1044-Acre tract



### Location Map

*Southwest of the Intersection  
of US Hwy 290 &  
Sawyer Ranch Rd*

- Site
- City Limits
- Roads
- Parcels
- Dripping Springs ETJ



Source: Esri, Maxar, GeoEye, Earthstar, Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**Overview and Summary**

The applicant submitted a petition for voluntary annexation into the City. Pursuant to state law, if the City desires to annex the area, the City is required to enter into an agreement with property owner(s) regarding services to be provided upon annexation. The Annexation Agreement contains the same language as what the City uses for its service plans. The applicant desires to annex the approximate 11.1044 acres into the city limits, and the next item on the agenda is regarding the proposed zoning for the property. If the property is annexed into the City Limits the applicant is requesting to rezone the property to General Retail (GR).

The property is located southwest of the intersection of Sawyer Ranch Road and US Hwy 290. The lot is adjacent to the City Limits.

By annexing the property, the City would have development control of the property. However, if the property was not annexed the applicant would be allowed only a 35% impervious cover but allowed any use that the owner saw fit. With the Property within the City limits, we can ensure proper development with items such as Exterior Design, Lighting, landscaping, tree preservation, zoning, etc., but the impervious cover limit would be higher, dependent on zoning. The development along Hwy 290 should be developed cautiously because the highway is one of the popular ways of entering the City of Dripping Springs and poor development could adversely affect the way the City is perceived by visitors.

**Public Notification**

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, notice was placed on the City Website.

**Meetings Schedule**

Previous Meeting:  
 July 14,2020 City Council Meeting

**Attachments**

- Exhibit 1 – Annexation Application
- Exhibit 2 – Ordinance Annexing property
- Exhibit 3 – Annexation Agreement
- Exhibit 4 – Legal Description and Location Map

Recommended Action:	Approve the annexation
Alternatives/Options:	Deny the annexation; postpone the annexation
Previous City Council Action:	City Council approved moving forward with negotiating the service agreement at the July 14, 2020 City Council Meeting.
Budget/Financial Impact:	None calculated at this time, but the City would receive additional sales tax revenue.
Public Comments:	None received at this time
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support the expansion of business and professional services



# CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384  
Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

Item # 18.

## ANNEXATION APPLICATION

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

### CONTACT INFORMATION

PROPERTY OWNER NAME T.R. Sawyer & Sawyer-Cleveland Partnership  
STREET ADDRESS 7 Herald Oak Ct  
CITY The Woodlands STATE Texas ZIP CODE 77381  
PHONE \_\_\_\_\_ EMAIL sdccleveland@msn.com

APPLICANT NAME Jon Thompson  
COMPANY J Thompson Professional Consulting  
STREET ADDRESS PO Box 172  
CITY Dripping Springs STATE Texas ZIP CODE 78620  
PHONE (512) 568-2184 EMAIL jthompsonconsultingds@gmail.com

### TYPE OF ANNEXATION APPLICATION

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION	
PROPERTY OWNER NAME	T.R. Sawyer & Sawyer-Cleveland Partnership
PROPERTY ADDRESS	(Unaddressed) US Hwy 290
CURRENT LEGAL DESCRIPTION	A0240 E.B. Hargraves Survey, 11.0658 acre
TAX ID#	R95789
CURRENT LAND USE	Undeveloped / No ag
REQUESTED ZONING	<b>CS (after initial base zoning of AG)</b>
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	The zoning request of CS is reflect the reality of the property being in an area that is light industrial in use on the tracts to the west of this tract and GR (as zoned by the City of DS). The reason for annexation is to complete the process begun with Tract One and followed up with Tract Two of being annexed into the City limits at the desire of the Owners.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	The proposed plat will include three lots; the northwest lot to be platted will be approximately 2 acres that is proposed to be a lighting studio and warehouse. Other uses would be similar in nature to the businesses on the other 22 acres - known as, Tracts One and Two.

**APPLICANT'S SIGNATURE**

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Jon Thompson, J Thompson Professional Consulting is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.  
(As recorded in the Hays County Property Deed Records, Vol. 2313, Pg. 517.)

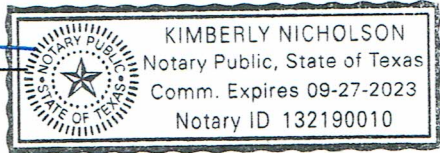
Stephen D. Cleveland  
Name

AGENT  
Title

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on the 17 day of June  
2020 by Stephen D. Cleveland

[Signature]  
Notary Public, State of Texas



My Commission Expires: 09/27/2023

Jon Thompson  
Name of Applicant

**ANNEXATION APPLICATION SUBMITTAL**

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

*Stephen A. Crawford*  
Applicant Signature

6-17-20  
Date

**CHECKLIST**

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u> <b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/>	List of requested utilities or services (if any) N/A - no City utilities or services available
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of any Agreements with City including Utility or Development ( <i>if applicable</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Information related to property's presence in a special district N/A

N/A



**MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND T.R. SAWYER & SAWYER-CLEVELAND PARTNERSHIP**

This Municipal Services Agreement (“Agreement”) is entered into on \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, (“City”) and T.R. Sawyer & Sawyer-Cleveland Partnership (“Owner”).

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 11.1044 acres of land situated in the E.B. Hargraves Survey No. 4, Abstract No. 240, in Hays County, Texas, in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference (“Property”);

**WHEREAS**, City and Owner desire to set out the City services and Owner duties to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

**NOW THEREFORE**, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its owner(s):

**a. POLICE PROTECTION**

The City does not provide municipal police protection but has an agreement with Hays County for protection through the Hays County Sheriff’s Office.

**b. FIRE SERVICE**

The City does not provide municipal fire services but this area is served by the North Hays County Volunteer Fire Department. Fire prevention activities will be provided by the Hays County Fire Marshal’s Office.

**c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES**

The Building Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

**d. LIBRARIES**

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

**e. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES**

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

**f. PLANNING & ZONING**

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

**g. PARKS & RECREATION**

All services and amenities associated with the City’s Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

**h. STREET & DRAINAGE MAINTENANCE**

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

**i. STREET LIGHTING**

The City will provide street lighting to the area in accordance with standard City Policy as the area develops.

**j. TRAFFIC ENGINEERING**

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

**k. SANITATION/SOLID WASTE COLLECTION & DISPOSAL**

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly annexed parcels.

**l. WATER SERVICE**

The City is a water provider however, the City will not be the water provider for this property. Water service is available from the West Travis County Public Utility Agency (“WTCPUA”).

**m. SEWER SERVICE**

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible considering topography and other relevant factors. In some instances, the owners of annexed property have expressly waived any demands for sewer service pursuant to development agreements.

**n. MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

**4. ANNEXED PROPERTY REQUIREMENTS.**

**a. Lighting**

The Property Owner agrees to bring the property into compliance with City’s adopted regulations for outdoor lighting within one year after completion of the annexation process.

**b. Signage**

The Property Owner shall bring the property into compliance with City’s adopted regulations regarding exterior signage on the site within one year after completion of the annexation process.

**c. Zoning**

The property shall be zoned Agriculture upon annexation, but the Property Owner shall request rezoning to occur on or before the 120<sup>th</sup> day after annexation as required by City Ordinance.

**d. Water Quality and Wastewater Service**

Upon annexation the Property Owner shall either: (1) withdraw its application with the TCEQ TPDES Application (TCEQ Permit Number: WQ0015594001); or (2) enter into a separate agreement with the City regarding, but not limited to, treatment levels and beneficial reuse of the Property’s wastewater.

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.
6. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel, if so chosen, in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Hays County, Texas.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

**CITY OF DRIPPING SPRINGS**

By: \_\_\_\_\_  
BILL FOULDS, JR.  
MAYOR

By: \_\_\_\_\_  
**T.R. SAWYER & SAWYER-  
CLEVELAND PARTNERSHIP**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
**ANDREA CUNNINGHAM  
CITY SECRETARY**

**State of Texas** §  
**County of Hays** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Michelle Fischer, City Administrator of the City of Dripping Springs, a Texas municipal corporation, on behalf of said corporation.

By: \_\_\_\_\_

Notary Public, State of Texas

**State of Texas** §  
**County of Hays** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of [Name of individual signing, title (if any)] on behalf of said \_\_\_\_\_ [insert name of company or individual where applicable].

By: \_\_\_\_\_

Notary Public, State of Texas

After Recording Return to:

City Secretary  
City of Dripping Springs  
PO Box 384  
Dripping Springs, Texas 78620

**Legal Description and Location Map**

**Legal Description**

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.1044 ACRES, (483,709 SQUARE FEET), BEING OUT OF THE E.B. HARGRAVES SURVEY NO. 4, ABSTRACT NO. 240, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A 2055.90 ACRE TRACT OF LAND CONVEYED TO THE SAWYER-CLEVELAND PARTNERSHIP, DESCRIBED IN VOLUME 317, PAGE 167 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, (D.R.H.C.T.), SAID 11.1044 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), NAD 83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000081412828):**

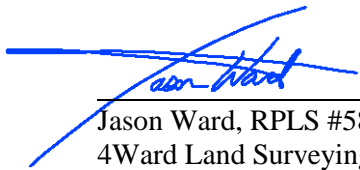
**BEGINNING** at an iron rod with cap (cap not legible) found in the east line of Lot 1, Oetzel Subdivision recorded in Volume 5, Page 87-88 of the Plat Records of Hays County, Texas (P.R.H.C.T) and being the northwest corner of Lot 3A, Replat of Lot 3, Sawyer Ranch Estates recorded in Volume 9, Page 307-308 (P.R.H.C.T.), and being the southwest corner of said remainder of called 2055.90 acres tract and the, said iron rod being the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, with the west line of said remainder of called 2055.90 acres tract and the east line of said Lot 1, **N01°21'33"W**, passing at 854.98 feet, an iron rod with "LCRA" cap found in the south line of a 30 foot wide waterline easement recorded in Volume 1686, Page 272 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.), in all a distance of **884.96** feet to a 1/2-inch iron rod with "Ward-5811" cap set in the south right-of-way line of U. S. Highway 290 West (right-of-way varies), and being the northeast corner of said Lot 1 and the northwest corner of said remainder of called 2055.90 acres tract, and being the northwest corner hereof;

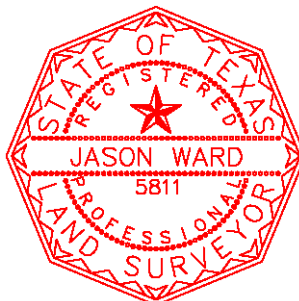
**THENCE**, with the south right-of-way line of said U.S. Highway 290 West and the north line of said remainder of called 2055.90 acres tract, **N88°40'07"E**, a distance of **549.47** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the northwest corner of Lot 1-D, Sawyer Ranch 33, Tract One recorded in Volume 16, Page 392-393 (P.R.H.C.T.), and being the northeast corner of said remainder of called 2055.90 acres tract, and being the northeast corner hereof, from which a Texas Department or Transportation (TxDOT) Type I concrete monument found for a point of curvature in the south right-of-way line of said U.S. Highway 290 West and the north line of said Lot 1-D bears, **N88°40'07"E**, a distance of 94.26 feet;

**THENCE**, with the east line of said remainder of called 2055.90 acres tract and with the line of said Lot 1-D, **S00°41'20"E**, passing at 379.60 feet the southwest corner of said Lot 1-D and the northwest corner of Lot 2-A1, Resubdivision of Lot 2-A of Sawyer Ranch 33, Tract Two recorded in Volume 19, Page 240-241 (P.R.H.C.T.), in all **892.56** feet to a 1/2-inch iron rod with "Ward-5811" cap set in the north line of said Lot 3A, and being the southwest corner of said Lot 2-A1, and being the southeast corner of said remainder of called 2055.90 acres tract, and being the southeast corner hereof;

**THENCE**, with the common line of said Lot 3A and said remainder of called 2055.90 acres tract, **S89°28'11"W**, a distance of **539.08** feet to the **POINT OF BEGINNING** and containing 11.1044 Acres, (483,709 Sq. Ft.) of land more or less.

  
 Jason Ward, RPLS #5811  
 4Ward Land Surveying, LLC

8/24/2017





Item # 18.

# U.S. HIGHWAY 290 WEST (R.O.W. WIDTH VARIES)

{N89°48'35"E  
349.61'}  
S88°40'07"W  
349.71'

((N88°40'07"E  
94.26'))  
N88°40'07"E  
94.26'

WATERLINE EASEMENT  
VOL. 1686, PG. 272  
O.P.R.H.C.T.

N88°40'07"E 549.47'

30.08'

LOT 1-D

LOT 1  
OETZEL  
SUBDIVISION  
VOL. 5,  
PG. 87-88  
P.R.H.C.T.

**TRACT 3**  
11.1044 ACRES  
483,709 SQUARE FEET

SAWYER  
RANCH 33  
TRACT ONE  
VOL. 16, PG.  
392-393  
P.R.H.C.T.

LOT 1-C  
(POND)

{N00°08'24"E}  
{(N00°42'36"W)}  
N01°21'33"W 884.96'

REMAINDER OF  
CALLED 2055.90 ACRES  
DESCRIBED IN  
VOLUME 317, PAGE 167  
D.R.H.C.T.  
OWNER:  
SAWYER-CLEVELAND  
PARTNERSHIP, LTD.  
VOL. 2313, PG. 517  
D.R.H.C.T.

N84°36'34"E 312.80'  
(N84°36'34"E 312.80')

LOT 2-A1

RESUBDIVISION OF  
LOT 2-A OF  
SAWYER RANCH 33  
TRACT TWO  
VOL. 19, PG. 240-241  
P.R.H.C.T.

S00°41'20"E 512.95'  
(S00°41'20"E 512.95')  
S00°41'20"E 892.56'

"CAP NOT  
LEGIBLE"

S89°28'11"W 539.08'

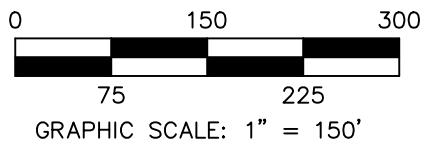
N89°28'11"E 452.73'  
(N89°28'11"E 452.73')

LOT 3A

REPLAT OF LOT 3, SAWYER RANCH ESTATES  
VOL. 9 PG. 307-308, P.R.H.C.T.

**P.O.B.**  
GRID N: 13,982,945.38  
GRID E: 2,283,556.57

## E.B. HARGRAVES SURVEY NO. 4 ABSTRACT NO. 240



**11.1044 ACRES  
TRACT 3  
City of Dripping Springs  
Hays County, Texas**



PO Box 90876, Austin Texas 78709  
www.4WardIs.com (512) 554-3371

Date:	8/24/2017
Project:	00118
Scale:	1" = 150'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	JUL 217
Sheet:	

LEGEND	
	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH "WARD" CAP SET
	IRON ROD WITH "LCRA" CAP FOUND
	TXDOT TYPE I CONCRETE MONUMENT FOUND
DOC. #	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
VOL./PG.	VOLUME/PAGE
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER VOL. 19 PG. 240-241
((.....))	RECORD INFORMATION PER VOL. 16, PG. 392-393
{.....}	RECORD INFORMATION PER PLAT VOL. 5, PG. 87-88



*Jason Ward*  
8/24/2017

**NOTES:**

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000081412828.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**11.1044 ACRES  
TRACT 3  
City of Dripping Springs  
Hays County, Texas**



A Limited Liability Company  
PO Box 90876, Austin Texas 78709  
www.4WardIs.com (512) 554-3371

Date:	8/24/2017
Project:	00118
Scale:	1" = 150'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	JUL 218
Sheet:	

## CITY OF DRIPPING SPRINGS

### ORDINANCE No. 2020-\_\_\_

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 11.1044 ACRES OF LAND LOCATED IN THE E.B. HARGRAVES SURVEY NO. 4, ABSTRACT NUMBER 240, IN HAYS COUNTY, TEXAS INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

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

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

**WHEREAS**, the City received a written petition requesting the voluntary annexation of the area described in Exhibit “A” on June 17, 2020; and

**WHEREAS**, the area identified in Exhibit “A,” part of the E.B. Hargraves Survey No. 4, Abstract No. 4, Abstract Number 240, in Hays County, Texas, is adjacent and contiguous to the city limits; and

**WHEREAS**, the area identified in Exhibit “A” is vacant and has no registered voters; and

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) has conducted the required public hearing, held on September 8, 2020 regarding annexation of the area and has provided all required notices within the timeframes established under Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, the City has entered into a municipal service annexation agreement for the area to be annexed in accordance with Section 43.0672 of the Texas Local Government Code providing for agreed upon municipal services; and

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

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

## 1. FINDINGS OF FACT

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

## 2. ANNEXATION OF TERRITORY

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

## 3. EFFECTIVE DATE

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

## 4. FILING

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller’s Office.

**5. SEVERABILITY**

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

**6. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED this the 8<sup>th</sup> day of September 2020, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of the City of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

**Exhibit "A"**  
**DESCRIPTION OF AREA TO BE ANNEXED (METES & BOUNDS TO FOLLOW)**

*Legal Description*

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.1044 ACRES, (483,709 SQUARE FEET), BEING OUT OF THE E.B. HARGRAVES SURVEY NO. 4, ABSTRACT NO. 240, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A 2055.90 ACRE TRACT OF LAND CONVEYED TO THE SAWYER-CLEVELAND PARTNERSHIP, DESCRIBED IN VOLUME 317, PAGE 167 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, (D.R.H.C.T.), SAID 11.1044 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), NAD 83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000081412828):**



PO Box 90876  
 Austin, TX 78709  
 512.554.3371

[jward@4wardls.com](mailto:jward@4wardls.com) [www.4wardls.com](http://www.4wardls.com)

**BEGINNING** at an iron rod with cap (cap not legible) found in the east line of Lot 1, Oetzel Subdivision recorded in Volume 5, Page 87-88 of the Plat Records of Hays County, Texas (P.R.H.C.T) and being the northwest corner of Lot 3A, Replat of Lot 3, Sawyer Ranch Estates recorded in Volume 9, Page 307-308 (P.R.H.C.T.), and being the southwest corner of said remainder of called 2055.90 acres tract and the, said iron rod being the southwest corner and **POINT OF BEGINNING** hereof;

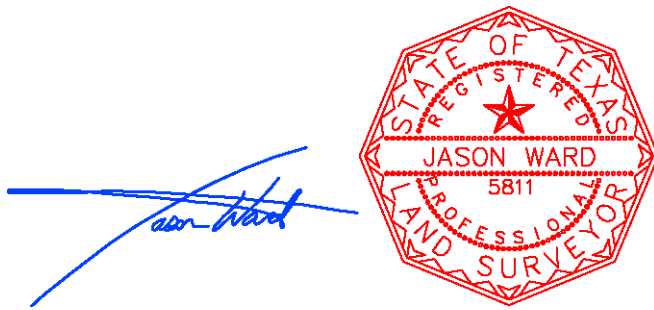
**THENCE**, with the west line of said remainder of called 2055.90 acres tract and the east line of said Lot 1, **N01°21'33"W**, passing at 854.98 feet, an iron rod with "LCRA" cap found in the south line of a 30 foot wide waterline easement recorded in Volume 1686, Page 272 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.), in all a distance of **884.96** feet to a 1/2-inch iron rod with "Ward-5811" cap set in the south right-of-way line of U. S. Highway 290 West (right-of-way varies), and being the northeast corner of said Lot 1 and the northwest corner of said remainder of called 2055.90 acres tract, and being the northwest corner hereof;

**THENCE**, with the south right-of-way line of said U.S. Highway 290 West and the north line of said remainder of called 2055.90 acres tract, **N88°40'07"E**, a distance of **549.47** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the northwest corner of Lot 1-D, Sawyer Ranch 33, Tract One recorded in Volume 16, Page 392-393 (P.R.H.C.T.), and being the northeast corner of said remainder of called 2055.90 acres tract, and being the northeast corner hereof, from which a Texas Department or Transportation (TxDOT) Type I concrete monument found for a point of curvature in the south right-of-way line of said U.S. Highway 290 West and the north line of said Lot 1-D

bears, N88°40'07"E, a distance of 94.26 feet;

**THENCE**, with the east line of said remainder of called 2055.90 acres tract and with the line of said Lot 1-D, **S00°41'20"E**, passing at 379.60 feet the southwest corner of said Lot 1-D and the northwest corner of Lot 2-A1, Resubdivision of Lot 2-A of Sawyer Ranch 33, Tract Two recorded in Volume 19, Page 240-241 (P.R.H.C.T.), in all **892.56** feet to a 1/2-inch iron rod with "Ward-5811" cap set in the north line of said Lot 3A, and being the southwest corner of said Lot 2-A1, and being the southeast corner of said remainder of called 2055.90 acres tract, and being the southeast corner hereof;

**THENCE**, with the common line of said Lot 3A and said remainder of called 2055.90 acres tract, **S89°28'11"W**, a distance of **539.08** feet to the **POINT OF BEGINNING** and containing 11.1044 Acres, (483,709 Sq. Ft.) of land more or less.

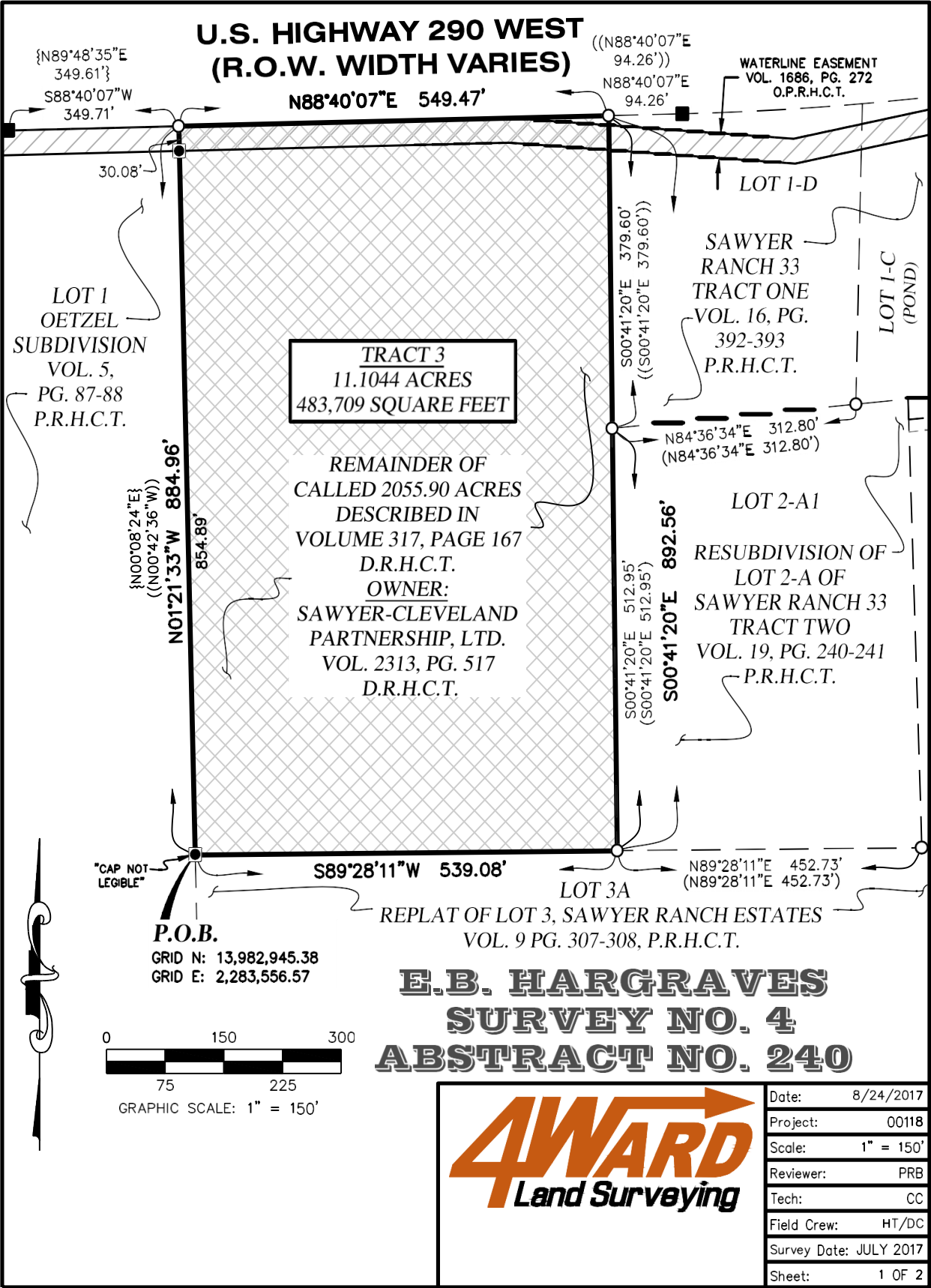


08/27/2017



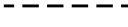



Jason Ward, RPLS #5811  
4Ward Land Surveying, LLC

**11.1044 ACRES  
TRACT 3  
City of Dripping Springs Hays County,  
Texas**

A Limited Liability Company  
PO Box 90876, Austin Texas 78709  
www.4Wardls.com (512) 554-3371






LEGEND	
	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH "WARD" CAP SET
	IRON ROD WITH "LCRA" CAP FOUND
	TXDOT TYPE I CONCRETE MONUMENT FOUND
DOC. #	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
VOL./PG.	VOLUME/PAGE
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
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(.....)	RECORD INFORMATION PER VOL. 19 PG. 240-241
((.....))	RECORD INFORMATION PER VOL. 16, PG. 392-393
{.....}	RECORD INFORMATION PER PLAT VOL. 5, PG. 87-88



**NOTES:**

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000081412828.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

	Date:	8/24/2017
	Project:	00118
	Scale:	1" = 150'
	Reviewer:	PRB
	Tech:	CC
	Field Crew:	HT/DC
	Survey Date:	JULY 2017
	Sheet:	2 OF 2

P:\00118\0dwg\00118\_Tract 3.dwg



# City Council Meeting Planning Department Staff Report

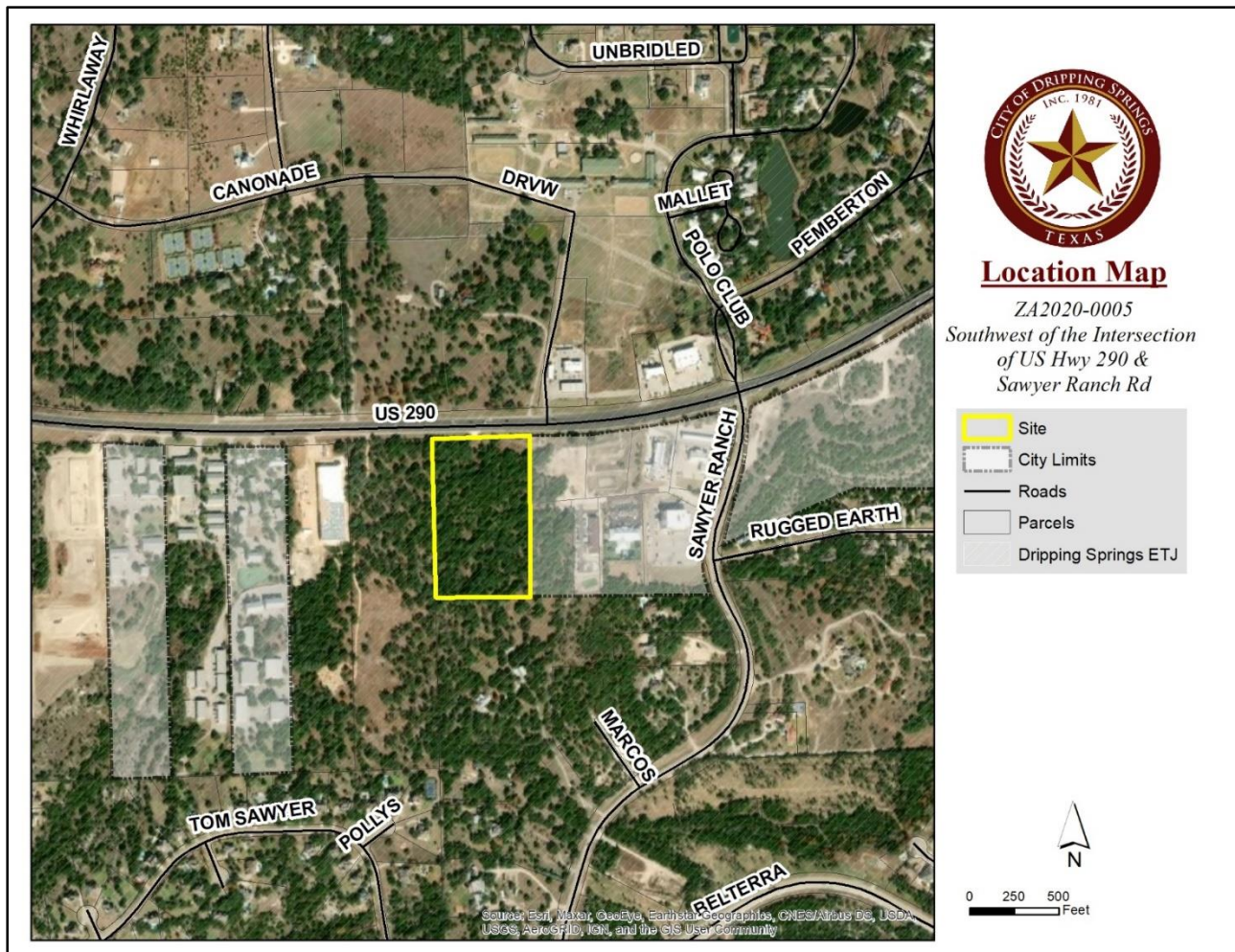
**City Council Meeting:** September 8, 2020  
**Project Number:** ZA2020-0005  
**Project Planner:** Amanda Padilla, Senior Planner

### Item Details

**Project Name:** Sawyer Ranch 33, Tract 3  
**Property Location:** This property is generally located Southwest of the intersection of Hwy 290 and Sawyer Ranch Road (R95789)  
**Legal Description:** A0240 E B HARGRAVES SURVEY, ACRES 11.1044  
**Applicant:** Jon Thompson  
**Property Owner:** SAWYER T R & SAWYER-CLEVELAND PARTNERSHIP  
**Request:** A proposed zoning map amendment from Agriculture (AG) to General Retail (GR) for an approximately 11.1044-acre tract of land situated in the E B HARGRAVES SURVEY.

### Staff Recommendation

Staff recommends approval of the requested Zoning Change from Agriculture (AG) to General Retail (GR).



**Overview**

The applicant is requesting a zoning change for an approximately 11.1044 acre tract of land generally located southwest of the intersection of US Hwy 290 and Sawyer Ranch Road (Parcel ID: R 95789). The subject property is currently within the City’s Extra-Territorial Jurisdiction (ETJ) and the annexation of the property will be handled at the same city council as the zoning amendment.

The applicant would like to zone this parcel once annexed from Agriculture (AG) to General Retail (GR). The applicant did not indicate any specific uses but would like a similar zoning to the adjacent parcels to the east.

The Zoning District General Retail is established to provide areas for retail facilities that are larger than those generally located in the Local Retail District, such as large grocery stores, bookstores, and the like. Areas zoned for General Retail should have convenient regional access via major thoroughfares, such as US Highway 290 or Ranch Road 12, and major collector streets are primary locational considerations. Hotel/motel uses, community scale retail, and bed-and-breakfasts are permitted within General Retail Districts. Office uses, commercial services, and industrial uses shall not be permitted. Unless indicated on the Use Chart.

Permitted Uses: Those uses listed for the GR, General Retail District or any less intense commercial district and Single-Family Four (SF-4), Single-Family Five (SF-5), and Multifamily Residential (MF) uses in Appendix E (Use Charts) as “P” or “C” are authorized uses permitted by right or conditionally permitted uses, respectively.

<b>Development Standards and Regulations for Zoning District</b>	
Size of Lots	
Minimum Lot area	Twenty thousand (20,000) square feet
Minimum Lot Width	One hundred feet (100')
Minimum Lot Depth	Minimum Lot Depth - One hundred fifty feet (150')
Setback Requirements	
Minimum Front Yard	Twenty-five feet (25'); all yards adjacent to a street shall be considered a front yard.
Minimum Side Yard	Twenty-five feet (25'); twenty-five feet (25') adjacent to a public street or residential lot.
Interior Side Yards	When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the City's Building Code.
Minimum Rear Yard	Twenty-five feet (25')
Adjacent to any Single-Family District	Any retail use that is located adjacent to (and not across a right-of-way from) any single-family zoning district shall be set back from the applicable residential district property line by forty feet (40')
Maximum Lot Coverage	Sixty percent (60%) total, including main buildings and accessory buildings.
Gross Floor	The gross floor area for each building shall not exceed sixty thousand (60,000) square feet per building.
Open Storage	Open storage is limited to a maximum of five percent (5%) of the total lot area, shall not be located in front of or on top of the building, shall not be located facing any street, and must be screened in accordance with the provisions of Section 5. Open storage cannot be visible from any public street or adjacent property.

Height Regulations	
Main Building	Maximum two (2) Stories, or forty feet (40'), whichever is less
Accessory Building	Maximum one (1) story, or twenty-five feet (25')
<p>(g) Outside Display:</p> <p>(1) Outside display of merchandise and seasonal items, such as Christmas trees and pumpkins shall be limited to the following:</p> <p>(2) Outside display areas shall not be placed or located more than thirty feet (30') from the main building.</p> <p>(3) Outside display areas shall not occupy any of the parking spaces that are required by this Chapter for the primary use(s) of the property, except on a temporary basis only, which is a maximum of thirty (30) days per display and a maximum of two (2) displays per calendar year.</p> <p>(4) Outside display areas shall not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on-site or off-site, in any way.</p> <p>(5) Outside display areas shall not extend into public right-of-way or onto adjacent property.</p> <p>(6) Outside display items shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.</p> <p>(h) On-Site Dwellings: Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.</p> <p>(i) Temporary Facilities: There shall be no permanent use of temporary facilities or buildings.</p> <p>(j) Other Regulations: Refer to Section 5, Development Standards &amp; Use Regulations.</p>	

**Site Information**

**Location:**

The Subject property is located Southwest of the intersection of US HWY 290 and Sawyer Ranch Road (R95789)

**Physical and Natural Features:**

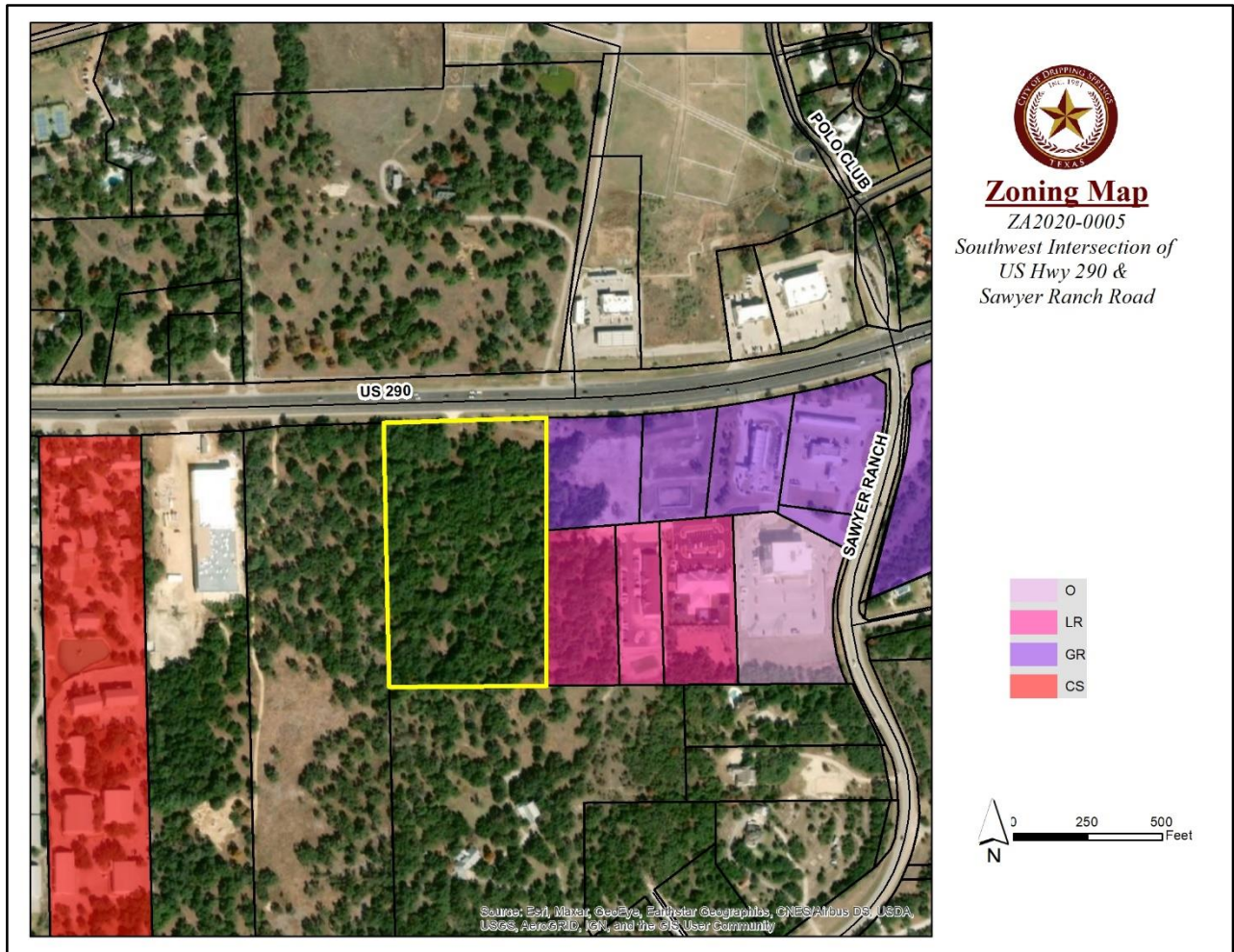
The land is undeveloped and heavily wooded.

**Future Land Use and Zoning Designation:**

The subject property is proposed for annexation at the September 8, 2020 City Council meeting, and if annexed in will be given the zoning designation of Agriculture (AG), with a proposed zoning map amendment to rezone the property to GR.

The City's Future Land Use Map does not show this property on the Map.

**Surrounding Properties**



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Future Land Use
North	ETJ	Large Tract- Residential Lot, Gas Station	Not Shown on the Future Land Use Map
East	Local Retail (LR) / Office (O), General Retail (GR)	Dance Studio (Premiere Dance), Medical Offices, Private Preschool (Primrose Schools), Gas Station, Car Wash	
South	ETJ	Large Tract- Residential Lot	
West	ETJ	Undeveloped	

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

2.28.1 The City declares the enactment of these regulations governing the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community. No change shall be made in these regulations or in the boundaries of the zoning districts except:

- a. To correct any error in the regulations or map;
- b. To recognize changed conditions or circumstances in a particular locality;
- c. To recognize changes in technology, the style of living, or manner of conducting business;
- d. To make changes in order to implement policies reflected within the Comprehensive Plan.

2.28.2 In making a determination regarding a requested zoning change, the P&Z and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	Staff believes the proposed change from Ag to GR is an appropriate change because it aligns with the adjacent properties and is suited for commercial development along US Hwy 290.
2. their relationship to the general area and the City as a whole;	Staff believes the uses proposed will fit in with the surrounding area.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	This property is not shown on any existing or proposed plans.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This property will have no negative effect on other GR zoning districts.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	General Retail uses have been placed on adjacent lots. The City of Dripping Springs is seeing an increase in commercial development.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	See comment 4.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	This property is being treated similarly to other Zoning changes.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	Staff does not see this Zoning Change affecting the public health, safety, morals, or general welfare.

**Summary, Recommendation, and Required Action**

Based on the uses permitted in the General Retail Zoning District, the adjacent land uses, the opportunity to attract more individuals to the area, and increase sales tax, **Staff recommends approval of the requested Zoning Change from Agriculture (AG) to General Retail (GR).**

2.36. Council Action

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

may:

- (a) approve the request in whole or in part;
- (b) deny the request in whole or in part;
- (c) continue the application to a future meeting, specifically citing the City Council meeting to which it was continued; or
- (d) refer the application back to the P&Z for further study.

2.36.2 If the City Council denies the request, then no other zoning application may be filed for (all or part of) the subject tract of land, or for that portion of this Chapter, in the case of a text amendment request submitted by a property owner or citizen, for a waiting period of six (6) months following the denial. In the instance that the request was initiated by the City Council and involved a proposed amendment to the text of this Chapter, then there is no waiting period before the request can be reconsidered. This section shall not apply to applications for the same tract of land proposing a different zoning change than that which was previously denied, provided no more than three (3) applications are submitted for the same tract within a twelve (12) month period.

2.36.3 The City Council may, at its option, waive the six (6) month waiting period if, after due consideration of the matter at a scheduled and posted meeting, it is determined that denial of the request was based upon erroneous or omitted information, or if substantial new information pertaining to the request is discovered.

**Planning and Zoning Commission Recommendation**

The Planning and Zoning Commission recommended approval of the requested Zoning Map Amendment for AG to GR with a vote of 7 to 0, all in favor.

**Public Notification**

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

**Attachments**

- Exhibit 1 – Zoning Map Amendment Application
- Exhibit 2 – Proposed Ordinance & Survey
- Exhibit 3 – General Retail Use Chart

Recommended Action:	Approve the requested zoning map amendment
Alternatives/Options:	Deny the zoning map amendment.
Budget/Financial Impact:	All fees have been paid, and the city would receive property taxes and development fees from the additional land upon annexation.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A



# CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

Item # 19.

## ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

### CONTACT INFORMATION

PROPERTY OWNER NAME T.R. Sawyer & Sawyer-Cleveland Partnership

STREET ADDRESS 7 Herald Oak Court

CITY The Woodlands STATE Texas ZIP CODE 77381

PHONE (281) 367-4762 EMAIL sdccleveland@msn.com

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting

STREET ADDRESS PO Box 172

CITY Dripping Springs STATE Texas ZIP CODE 78620

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

### REASONS FOR AMENDMENT

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

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

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

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



PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	T.R. Sawyer & Sawyer-Cleveland Partnership
PROPERTY ADDRESS	Unaddressed US Hwy 290
CURRENT LEGAL DESCRIPTION	A0240 E B HARGRAVES SURVEY, ACRES 11.0658
TAX ID#	R95789
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS (Zoning Amendment to be effective upon completion of annexation) <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	At time of annexation - AG; Presently, in the ETJ; Annexation Requested
REQUESTED ZONING/AMENDMENT TO PDD	<b>General Retail (GR)</b>
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	To recognize the similar zoning uses in near proximity, especially on the same parent tract (original 33 acres; 22 acres of which as already been annexed and zoned).
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	Commercial uses consistent with General Retail zoning.

**COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \***

*(See attached agreement).*

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

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

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

**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.)

Stephen D. Cleveland  
Name

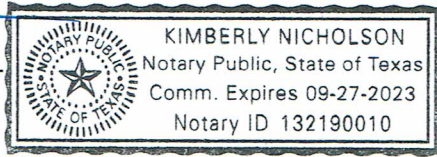
AGENT  
Title

STATE OF TEXAS §  
  §  
COUNTY OF HAYS §

This instrument was acknowledged before me on the 17 day of June

2020 by Stephen D Cleveland

[Signature]  
Notary Public, State of Texas



My Commission Expires: 09/27/2023

SAWYER - CLEVELAND PARTNERSHIP, LTD  
Name of Applicant

**ZONING AMENDMENT SUBMITTAL**

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

Jon Thompson  
Applicant Signature

June 15, 2020  
Date

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

Date, initials



**LIGHTING ORDINANCE COMPLIANCE AGREEMENT**

Property Address: Unaddressed US Hwy 290 W, Dripping Springs, Texas 78620

Commercial                       Residential

Applicant's Name (and Business Name, if Applicable):  
T.R. Sawyer & Sawyer-Cleveland Partnership

Applicant's Address: 7 Herald Oak Court, The Woodlands, Texas 77381

Applicant's Email: sdcleveland@msn.com

**VOLUNTARY COMPLIANCE** with mitigation conditions:

**MANDATORY COMPLIANCE:**  
**IF APPLYING FOR:**

- |  |   |
|--|---|
| <input type="checkbox"/> Conditional Use Permit                  | <input type="checkbox"/> Site Development Permit        |
| <input checked="" type="checkbox"/> Zoning Amendment Application | <input type="checkbox"/> Sign Permit                    |
| <input type="checkbox"/> Subdivision Approval                    | <input type="checkbox"/> Alcoholic Beverage Permit      |
| <input type="checkbox"/> Building Permit                         | <input type="checkbox"/> Food Establishment Permit      |
|  | <input type="checkbox"/> On-Site Sewage Facility Permit |

By applying for a **Conditional Use Permit, Zoning Amendment Application, Subdivision Approval, or Building Permit** for a major addition, all existing outdoor lighting shall be brought into conformance with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.) before: final inspection, issuance of a certificate of occupancy, or final plot recordation.

Applicants receiving a permit for: **Site Development, Sign Permit** for externally or internally-illuminated outdoor sign, initial **Alcoholic Beverage Permit, initial Food Establishment Permit, and On-Site Sewage Facility Permit** shall have a maximum of 90 days from permit issuance to conform with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.).

*-If existing lighting is nonconforming, plans for bringing the lighting into conformance are **required** to be attached to this agreement.*

*-If existing lighting is already in conformity with the lighting ordinance, photos of all on-site lighting are **required** to be attached to this agreement for verification.*

*By signing below, I acknowledge that I have read and agreed to these terms and conditions and accept responsibility for conforming to the above stated ordinance specifications:*

*Stephen A. Cleveland*  
Signature

6-17-20  
Date

## CITY OF DRIPPING SPRINGS

### ORDINANCE No. 2020-\_\_\_

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 11.1044 ACRES FROM AGRICULTURE DISTRICT (AG) TO GENERAL RETAIL DISTRICT (GR); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

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

**WHEREAS**, the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment “A” and totaling approximately 11.1044 acres, from Agriculture (AG) to General Retail District (GR); and

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

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

**WHEREAS**, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on August 25, 2020 to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

**WHEREAS**, after public hearing held by the City Council on September 8, 2020, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

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

**WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

**WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt this Ordinance.

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

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as expressly set forth herein.

**2. ENACTMENT**

One tract of land totaling approximately 11.1044 acres, and described more fully in Attachment "A" and shown in Attachment "B", is hereby rezoned from Agriculture (AG) to General Retail (GR).

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. CHANGE ON ZONING MAP**

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

**6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage.

**7. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED this, the 8<sup>th</sup> day of September 2020, by a vote of \_\_ (ayes) to \_\_ (nays) to \_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

*Attachment "A" Description of Tract*

Rezoning one tract of land from Agriculture (AG) to General Retail District (GR) totaling approximately 11.1044 acres of land:

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.1044 ACRES, (483,709 SQUARE FEET), BEING OUT OF THE E.B. HARGRAVES SURVEY NO. 4, ABSTRACT NO. 240, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A 2055.90 ACRE TRACT OF LAND CONVEYED TO THE SAWYER-CLEVELAND PARTNERSHIP, DESCRIBED IN VOLUME 317, PAGE 167 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS,



**Attachment "B"**

**11.1044 Acres Tract 3 Metes and Bounds and Survey**



PO Box 90876  
Austin, TX 78709  
512.554.3371

[jward@4wardls.com](mailto:jward@4wardls.com) [www.4wardls.com](http://www.4wardls.com)

**BEGINNING** at an iron rod with cap (cap not legible) found in the east line of Lot 1, Oetzel Subdivision recorded in Volume 5, Page 87-88 of the Plat Records of Hays County, Texas (P.R.H.C.T) and being the northwest corner of Lot 3A, Replat of Lot 3, Sawyer Ranch Estates recorded in Volume 9, Page 307-308 (P.R.H.C.T.), and being the southwest corner of said remainder of called 2055.90 acres tract and the, said iron rod being the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, with the west line of said remainder of called 2055.90 acres tract and the east line of said Lot 1, **N01°21'33"W**, passing at 854.98 feet, an iron rod with "LCRA" cap found in the south line of a 30 foot wide waterline easement recorded in Volume 1686, Page 272 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.), in all a distance of **884.96** feet to a 1/2-inch iron rod with "Ward-5811" cap set in the south right-of-way line of U. S. Highway 290 West (right-of-way varies), and being the northeast corner of said Lot 1 and the northwest corner of said remainder of called 2055.90 acres tract, and being the northwest corner hereof;

**THENCE**, with the south right-of-way line of said U.S. Highway 290 West and the north line of said remainder of called 2055.90 acres tract, **N88°40'07"E**, a distance of **549.47** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the northwest corner of Lot 1-D, Sawyer Ranch 33, Tract One recorded in Volume 16, Page 392-393 (P.R.H.C.T.), and being the northeast corner of said remainder of called 2055.90 acres tract, and being the northeast corner hereof, from which a Texas Department or Transportation (TxDOT) Type I concrete monument found for a point of curvature in the south right-of-way line of said U.S. Highway 290 West and the north line of said Lot 1-D bears, **N88°40'07"E**, a distance of 94.26 feet;

**THENCE**, with the east line of said remainder of called 2055.90 acres tract and with the line of said Lot 1-D, **S00°41'20"E**, passing at 379.60 feet the southwest corner of said Lot 1-D and the northwest corner of Lot 2-A1, Resubdivision of Lot 2-A of Sawyer Ranch 33, Tract Two recorded in Volume 19, Page 240-241 (P.R.H.C.T.), in all **892.56** feet to a 1/2-inch iron rod with "Ward-5811" cap set in the north line of said Lot 3A, and being the southwest corner of said Lot 2-A1, and being the southeast corner of said remainder of called 2055.90 acres tract, and being the southeast corner hereof;

**THENCE**, with the common line of said Lot 3A and said remainder of called 2055.90 acres tract, **S89°28'11"W**, a distance of **539.08** feet to the **POINT OF BEGINNING** and containing 11.1044 Acres, (483,709 Sq. Ft.) of land more or less.

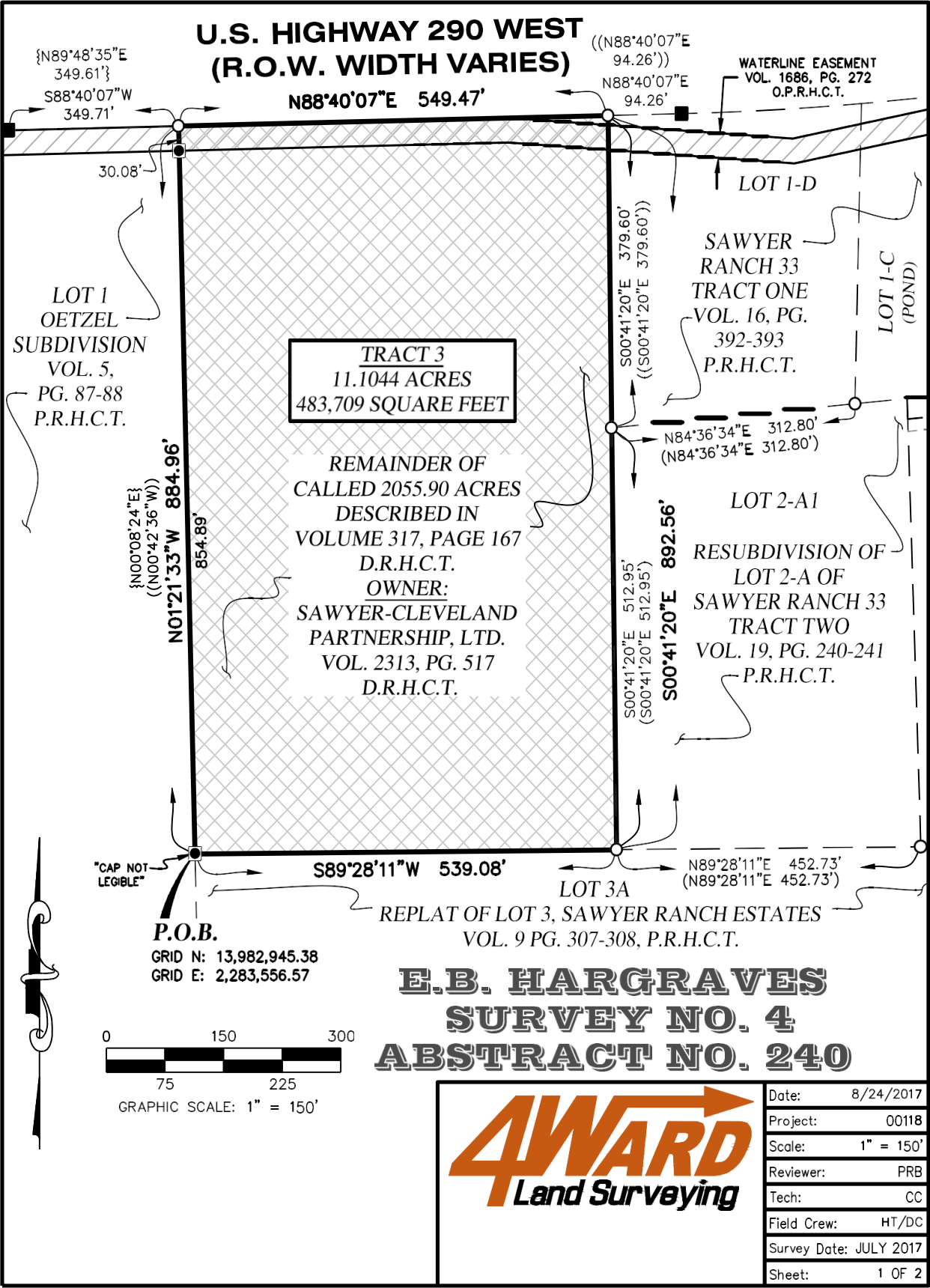




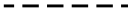



08/27/2017

Jason Ward, RPLS #5811  
4Ward Land Surveying, LLC

**11.1044 ACRES  
TRACT 3  
City of Dripping Springs Hays County,  
Texas**

*A Limited Liability Company*  
PO Box 90876, Austin Texas 78709  
[www.4Wardls.com](http://www.4Wardls.com) (512) 554-3371




LEGEND	
	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH "WARD" CAP SET
	IRON ROD WITH "LCRA" CAP FOUND
	TXDOT TYPE I CONCRETE MONUMENT FOUND
DOC. #	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
VOL./PG.	VOLUME/PAGE
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER VOL. 19 PG. 240-241
((.....))	RECORD INFORMATION PER VOL. 16, PG. 392-393
{.....}	RECORD INFORMATION PER PLAT VOL. 5, PG. 87-88



**NOTES:**

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000081412828.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

	Date:	8/24/2017
	Project:	00118
	Scale:	1" = 150'
	Reviewer:	PRB
	Tech:	CC
	Field Crew:	HT/DC
	Survey Date:	JULY 2017
Sheet:	2 OF 2	

P:\00118\0dwg\00118\_Tract 3.dwg

Legal Description

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.1044 ACRES, (483,709 SQUARE FEET), BEING OUT OF THE E.B. HARGRAVES SURVEY NO. 4, ABSTRACT NO. 240, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A 2055.90 ACRE TRACT OF LAND CONVEYED TO THE SAWYER-CLEVELAND PARTNERSHIP, DESCRIBED IN VOLUME 317, PAGE 167 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, (D.R.H.C.T.), SAID 11.1044 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), NAD 83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000081412828):**

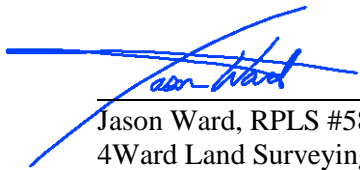
**BEGINNING** at an iron rod with cap (cap not legible) found in the east line of Lot 1, Oetzel Subdivision recorded in Volume 5, Page 87-88 of the Plat Records of Hays County, Texas (P.R.H.C.T) and being the northwest corner of Lot 3A, Replat of Lot 3, Sawyer Ranch Estates recorded in Volume 9, Page 307-308 (P.R.H.C.T.), and being the southwest corner of said remainder of called 2055.90 acres tract and the, said iron rod being the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, with the west line of said remainder of called 2055.90 acres tract and the east line of said Lot 1, **N01°21'33"W**, passing at 854.98 feet, an iron rod with "LCRA" cap found in the south line of a 30 foot wide waterline easement recorded in Volume 1686, Page 272 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.), in all a distance of **884.96** feet to a 1/2-inch iron rod with "Ward-5811" cap set in the south right-of-way line of U. S. Highway 290 West (right-of-way varies), and being the northeast corner of said Lot 1 and the northwest corner of said remainder of called 2055.90 acres tract, and being the northwest corner hereof;

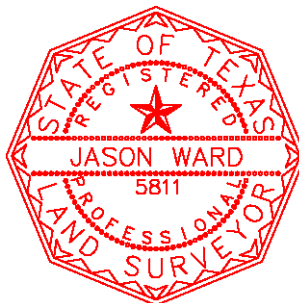
**THENCE**, with the south right-of-way line of said U.S. Highway 290 West and the north line of said remainder of called 2055.90 acres tract, **N88°40'07"E**, a distance of **549.47** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the northwest corner of Lot 1-D, Sawyer Ranch 33, Tract One recorded in Volume 16, Page 392-393 (P.R.H.C.T.), and being the northeast corner of said remainder of called 2055.90 acres tract, and being the northeast corner hereof, from which a Texas Department or Transportation (TxDOT) Type I concrete monument found for a point of curvature in the south right-of-way line of said U.S. Highway 290 West and the north line of said Lot 1-D bears, **N88°40'07"E**, a distance of 94.26 feet;

**THENCE**, with the east line of said remainder of called 2055.90 acres tract and with the line of said Lot 1-D, **S00°41'20"E**, passing at 379.60 feet the southwest corner of said Lot 1-D and the northwest corner of Lot 2-A1, Resubdivision of Lot 2-A of Sawyer Ranch 33, Tract Two recorded in Volume 19, Page 240-241 (P.R.H.C.T.), in all **892.56** feet to a 1/2-inch iron rod with "Ward-5811" cap set in the north line of said Lot 3A, and being the southwest corner of said Lot 2-A1, and being the southeast corner of said remainder of called 2055.90 acres tract, and being the southeast corner hereof;

**THENCE**, with the common line of said Lot 3A and said remainder of called 2055.90 acres tract, **S89°28'11"W**, a distance of **539.08** feet to the **POINT OF BEGINNING** and containing 11.1044 Acres, (483,709 Sq. Ft.) of land more or less.

  
 Jason Ward, RPLS #5811  
 4Ward Land Surveying, LLC

8/24/2017



Item # 19.

# U.S. HIGHWAY 290 WEST (R.O.W. WIDTH VARIES)

{N89°48'35"E  
349.61'}  
S88°40'07"W  
349.71'

((N88°40'07"E  
94.26'))  
N88°40'07"E  
94.26'

WATERLINE EASEMENT  
VOL. 1686, PG. 272  
O.P.R.H.C.T.

N88°40'07"E 549.47'

30.08'

LOT 1-D

LOT 1  
OETZEL  
SUBDIVISION  
VOL. 5,  
PG. 87-88  
P.R.H.C.T.

**TRACT 3**  
11.1044 ACRES  
483,709 SQUARE FEET

SAWYER  
RANCH 33  
TRACT ONE  
VOL. 16, PG.  
392-393  
P.R.H.C.T.

LOT 1-C  
(POND)

{N00°08'24"E}  
{(N00°42'36"W)}  
N01°21'33"W 884.96'

REMAINDER OF  
CALLED 2055.90 ACRES  
DESCRIBED IN  
VOLUME 317, PAGE 167  
D.R.H.C.T.  
OWNER:  
SAWYER-CLEVELAND  
PARTNERSHIP, LTD.  
VOL. 2313, PG. 517  
D.R.H.C.T.

N84°36'34"E 312.80'  
(N84°36'34"E 312.80')

LOT 2-A1

RESUBDIVISION OF  
LOT 2-A OF  
SAWYER RANCH 33  
TRACT TWO  
VOL. 19, PG. 240-241  
P.R.H.C.T.

S00°41'20"E 512.95'  
(S00°41'20"E 512.95')

S00°41'20"E 892.56'

"CAP NOT  
LEGIBLE"

S89°28'11"W 539.08'

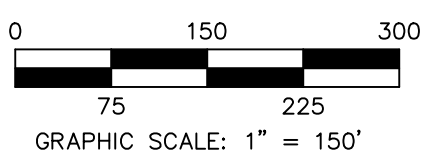
N89°28'11"E 452.73'  
(N89°28'11"E 452.73')

LOT 3A

REPLAT OF LOT 3, SAWYER RANCH ESTATES  
VOL. 9 PG. 307-308, P.R.H.C.T.

**P.O.B.**  
GRID N: 13,982,945.38  
GRID E: 2,283,556.57

## E.B. HARGRAVES SURVEY NO. 4 ABSTRACT NO. 240



**11.1044 ACRES  
TRACT 3  
City of Dripping Springs  
Hays County, Texas**



PO Box 90876, Austin Texas 78709  
www.4WardIs.com (512) 554-3371

Date:	8/24/2017
Project:	00118
Scale:	1" = 150'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	JUL 246
Sheet:	

LEGEND	
	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH "WARD" CAP SET
	IRON ROD WITH "LCRA" CAP FOUND
	TXDOT TYPE I CONCRETE MONUMENT FOUND
DOC. #	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
VOL./PG.	VOLUME/PAGE
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER VOL. 19 PG. 240-241
((.....))	RECORD INFORMATION PER VOL. 16, PG. 392-393
{.....}	RECORD INFORMATION PER PLAT VOL. 5, PG. 87-88



*Jason Ward*  
8/24/2017

**NOTES:**

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000081412828.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**11.1044 ACRES  
TRACT 3  
City of Dripping Springs  
Hays County, Texas**



PO Box 90876, Austin Texas 78709  
www.4WardIs.com (512) 554-3371

Date:	8/24/2017
Project:	00118
Scale:	1" = 150'
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Survey Date:	JUL 24 2017
Sheet:	247

## APPENDIX E: ZONING USE REGULATIONS (CHARTS)

### E.1 Use Regulations (Charts)

E.1.1. The use of land or buildings shall be in accordance with those listed in the following Use Charts. No land or building shall hereafter be used and no building or structure shall be erected, altered, or converted other than for those uses specified in the zoning district in which it is located.

(a) The legend for interpreting the permitted uses in the Use Charts is:

P Designates that the use is permitted in the zoning district indicated.

Designates that the use is prohibited in the zoning district indicated.

C Designates that the use may be permitted in the zoning district only pursuant to issuance of a Conditional Use Permit.

\*\* Designates that the use is defined in this Chapter.

(b) Definitions: See Definitions in [Section 1.6](#) of this Chapter for further description of uses.

(c) Uses Not Listed: If a use is not listed in the Use Charts, it is not allowed in any zoning district.

(d) Use Chart Organization: The following use categories are listed in the Use Charts:

Agricultural Uses

Residential Uses

Office Uses

Personal and Business Service Uses

Retail Uses

Transportation and Auto Service Uses

Amusement and Recreational Service Uses

Institutional/Governmental Uses

Commercial and Wholesale Trade Uses

Manufacturing and Light Industrial Uses

E.1.2. Standards for New and Unlisted Uses: Standards for new and unlisted uses may be interpreted by the City Administrator as those of a similar use. When a determination of the appropriate zoning district cannot be readily ascertained, the same criteria outlined below (in [Subsection E.1.3](#)) shall be



followed for determination of the appropriate district. The decision of the City Administrator or Administrator's designee may be appealed by the applicant according to the process for appeals for zoning change requests outlined herein.

E.1.3. Classification of New and Unlisted Uses: It is recognized that new types of land use will develop, and forms of land use not presently anticipated may seek to locate in the City of Dripping Springs. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use in the Use Charts shall be made as follows:

(a) Initiation: A person, City department, the P&Z, or the City Council may propose zoning amendments to regulate new and previously unlisted uses.

(b) A person requesting the addition of a new or unlisted use, in writing, shall submit to the City Administrator all information necessary for the classification of the use including, but not limited to, the following:

1. The nature of the use and whether the use involves dwelling activity, sales, services, or processing;
2. The type of product sold or produced under the use;
3. Whether the use has enclosed or open storage and the amount and nature of the storage;
4. Anticipated employment typically anticipated with the use;
5. Transportation requirements;
6. The nature and time of occupancy and operation of the premises;
7. The off-street parking and loading requirements;
8. The amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated; and
9. The requirements for public utilities such as sanitary sewer and water and any special public services that may be required.

(c) Recommendation of Zoning Classification: The City Administrator shall refer the question concerning any new or unlisted use to the P&Z requesting a recommendation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by the statement of facts.

(d) Consideration by the P&Z: The P&Z shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district or districts within which such use is most similar and should be permitted. The P&Z shall submit its findings and recommendations to the City Council as to the classification proposed for any new or unlisted use.

(e) Consideration by the City Council: The City Council shall approve or disapprove the recommendation of the P&Z or make such determination concerning the classification of such use

determined appropriate based upon its findings.

(Ordinance 1220.10 adopted 9/12/06)

**Use Chart**

Adopted February 17, 2015

Permitted Uses "P"

Conditional Uses "C"

	Residential Uses						Nonresidential Uses								
AGRICULTURE	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	PP
Bulk Grain and/or Feed Storage	P										X	P			
Farms, General (Crops), Commercial	P	C	C								X				
Greenhouse (Non-Retail)	P	P	P	P							P				
Livestock Sales	P										X				
Orchard/Crop Propagation	P	P	C	C	C	C	C	C	C	C	P	C			
Plant Nursery (Commercial)	P								P	P	X	C			
Small Scale Farm	P	C	C			C	C	C	C	C	P				
Stable, Commercial	P	C									X				
Stables (Private, accessory use)	P	C	C								P				
Stables (Private, principal use)	P	C									X				
Garden (Non-Retail)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farm Animals (Exempt - FFA, 4H)	P	C	C	C	C	C	C	C	C	C	P	C			
Farm Animals (Non-Exempt)	P	C	C	C	C	C	C	C	C	C	P	C			

(Ordinance 1220.99 adopted 2/17/15)

	Residential Uses						Nonresidential Uses								
RESIDENTIAL	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	PP
Accessory Bldg/Structure (Nonresidential)							P	P	P	P	P	P			
Accessory Bldg/Structure (Residential)	P	P	P	P	P	P					P				

Accessory Dwelling	P	C	C								P		P	Item # 19.	
Caretaker's/Guard Residence	P	P	P								P				
Community or Group Home	C	C	C	C	C						P				
Duplex/Two-Family				P	P	P	P	P	P		P				
Garage Residential Conversion	P	P	C	C							P				
Garden Home/Townhome					P	P	P	P	P		P				
Home Occupation	P	P	P	P	P	P	P	P	P		P				
HUD-Code Manufactured Home	C			C	C	C					X				
Living Quarters on Site with a Business							P	P	P	P	P				
Multiple-Family Dwelling						P	P	P	P		P				
Residential Loft							P	P	P		P				
Rooming/Boarding House						P		P			P				
Single-Family Dwelling, Detached	P	P	P	P	P	P					P				
Single-Family Industrialized Housing	P	P	P	P	P	P					P				
Swimming Pool, Private	P	P	P	P	P	P	P	P	P		P				

(Ordinance 1220.99 adopted 2/17/15; Ordinance 2019-44 adopted 12/10/19)

OFFICE	Residential Uses						Nonresidential Uses								
	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	PP
Armed Services Recruiting Center							P	P	P	P	P				
Bank										C	X				
Check Cashing Service								P	P	P	X				
Credit Agency							P	P	P	P	X				
Insurance Agency Offices							P	P	P	P	P				
Offices, General/Professional							P	P	P	P	P				
Office, Brokerage							P	P	P	P	P				

Services																Item # 19.
Offices, Health Services								P	P	P	P	P				
Offices, Legal Services								P	P	P	P	P				
Offices, Parole/Probation												X			P	
Offices, Professional								P	P	P	P	P				
Offices, Real Estate Office								P	P	P	P	P				
Saving & Loan											C	X				
Security Monitoring Company								P	P	P	P	X				
Telemarketing Center								P	P	P	P	X				

(Ordinance 1220.99 adopted 2/17/15)

	Residential Uses						Nonresidential Uses									
PERSONAL & BUSINESS SERVICES	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO*	I	GUI	PR	PP	
All-Terrain Vehicle									P	P	X					
Dealer (Sales Only)											X					
Ambulance Service (Private)										P	X					
Antique Shop								P	P	P	P					
Appliance Repair								P	P	P	X					
Art Dealer/Gallery								P	P	P	P					
Artisan's Shop	P							P	P	P	P					
Artist Studio	P	P	P	P	P	P	P	P	P	P	P					
Auto Sales (New & Used)									C	P	X					
Auto Supply Store									P	P	X					
Bakery or Confectionary (Retail)								P	P	P	P					
Bar								C	C	C	C					
Barbershop								P	P	P	P					
Beauty Shop								P	P	P	P					
Bed & Breakfast Inn or	C	C	C					P	P	P	P					

Facility														Item # 19.
Bicycle Sales and Repair							P	P	P	P				
Book Store							P	P	P	P				
Building Materials Sales								C	P	X				
Cabinet/Counter/Woodworking Shop (Custom) Retail									C	X	P			
Cabinet/Counter/Woodworking Shop (Manufacturing) Wholesale										X	P			
Cafeteria						C	C	P	P	P				
Communication Equipment Repair									P	X				
Computer Sales							P	P	P	P				
Consignment Shop							P	P	P	P				
Convenience Store (With Gas Sales)								P	P	X				
Convenience Store (Without Gas Sales)							C	P	P	P				
Cooking School							P	P	P	P				
Dance/Drama/Music Studio or School							P	P	P	P				
Department Store								P	P	P				
Drapery, Blind Upholstery Store							P	P	P	P				
Exterminator Services									P	X				
Financial Services							P	P	P	P				
Florist Shop							P	P	P	P				
Food or Grocery Store (General)								P	P	P				
Food or Grocery Store (Limited)							P	P	P	P				
Funeral Home or Mortuary									P	X				
Furniture Store (New and/or Used)							P	P	P	X				

Garden Shop (Inside Storage)								P	P	P	P							Item # 19.
General or Community Retail Store									P	P	P							
Gravestone/Tombstone Sales										P	X							
Hardware Store								P	P	P	P							
Home Improvement Center									P	P	X							
Laundry/Dry Cleaning										P	X							
Lawnmower Sales & Repair									P	P	X							
Live-in Security Quarters							P	P	P	P	P							
Locksmith								P	P	P	X							
Major Appliance Sales									P	P	X							
Market (Public)								P	P	P	P							
Mini-Warehouse - Self Storage										C	X							
Mobile food vendor - 10 days or less							P	P	P	P	P	P	P	P	P	P	P	P
Mobile food vendor - longer than 10 days							C	C	C	C	C	C	C	C				
Mobile food vendor court							C	C	C	C	C	C	C	C				
Motorcycle Dealer (Sales, Repair)									P	P	X							
Motel or Hotel									P	P	P							
Needlework Shop								P	P	P	P							
Pet Shop/Supplies								P	P	P	P							
Pharmacy								P	P	P	P							
Photocopying/Duplicating								P	P	P	P							
Photography Studio								P	P	P	P							
Plant Nursery (Retail Sales, Outdoors)									P	P	X							
Radio or Television Studio									P	P	X							

Recycling Center										C	X	P				Item # 19.
Restaurant (No Drive-Through Service)								P	P	P	P					
Restaurant (With Drive-Through)									P	P	X					
Security Systems Installation Company									C	P	X					
Sexually Oriented Business										C	X	C				
Shoe Repair								P	P	P	P					
Studio, Tattoo or Body Piercing								C	C	C	P					
Tailor Shop								P	P	P	P					
Tool & Machinery Rental (Indoor Storage)								P	P	P	X					
Tool & Machinery Rental (Outdoor Storage)										P	X					
Travel Agency							P	P	P	P	P					
Temporary Outdoor Sales/Promotion							C	P	P	P	P					
Upholstery Shop									P	P	P					
Used Merchandise/Furniture								P	P	P	P					
Vacuum Cleaner Sales & Repair								P	P	P	X					
Veterinarian Clinic (Indoor Kennels)								P	P	P	P					
Woodworking Shop (Ornamental, Handmade)								P	P	P	P					

\* Permitted in HO District per requirements of [Chapter 30, Article 30.05](#): Mobile Food Vendors.

(Ordinance 1220.99 adopted 2/17/15; Ordinance 1220.149 adopted 11/14/17; Ordinance 2018-09 adopted 4/10/18)

	Residential Uses						Nonresidential Uses								
TRANSPORTATION & AUTO SERVICES	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	PP
Antique Vehicle Restoration										P	X				
Auto Body Repair										P	X				
Auto Financing &								P	P	P	X				

Leasing																				Item # 19.
Auto Muffler Shop											P	X								
Auto Paint Shop											P	X								
Auto Tire Sales & Repair											P	P	X							
Auto Upholstery Shop											P	P	X							
Auto Washing Facility, Attended											P	P	X							
Auto Washing Facility, Unattended											P	P	X							
Auto Wrecker Service											P	P	X							
Automobile Repair, Major											P	P	X							
Automobile Repair, Minor									C	C	P	P	X							
Heliport														P	P					
Helistop														P	P					
Limousine/Taxi Service											P	P	X							
Oil Change & Inspection											P	P	X							
Parking Lot, Commercial											C									
Parking Structure, Commercial									C	C	C	P	P							
Tire Dealer, Indoor Storage											P	P	P	X						

(Ordinance 1220.99 adopted 2/17/15; Ordinance 1220.140, att. B, adopted 4/11/17; Ordinance 1220.151 adopted 12/12/17)

AMUSEMENT/ RECREATION	Residential Uses							Nonresidential Uses								
	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	PP	
Amusement Arcade (Four or more devices)										P	P	P				
Amusement Services (Indoor)										P	P	P				
Amusement Services (Outdoor)										P	P	X				
Billiard/Pool Facility										P	P	P				
Bingo Hall										P	P	P				P



Bowling Center									P	P	P			Item # 19.	
Broadcast Station (With Tower)											X	P			
Country Club (Private)									P		X				
Dance Hall									P	P	P			P	
Day Camp for Children	C	C					C		P	P					
Civic/Conference Center											P		P		
Dinner Theater									P	P	P				
Driving Range														P	
Fairgrounds/Exhibition Area	C													P	
Gaming Club (private)							C		C	C					
Golf Course (Miniature)									P	P				P	
Golf Course (Public, Private)	C								P	P				P	
Health Club							C	P	P	P	P			P	
Motion-Picture Studio, Commercial										P		P			
Motion-Picture Theater									P	P	P				
Museum								P	P	P	P				
Park accessory uses															P
Park and/or Playground	P	P	P	P	P	P	P	P	P	P	P				P
Psychic Reading Services								P	P	P	P				
Rodeo Grounds	C									C		C			
Skating Rink										P				P	
Tennis Court	P	P	P	P	P	P					P			P	
Theater (Stage)										P	P	P			P
Video Rentals/Sales								P	P	P	P				

(Ordinance 1220.99 adopted 2/17/15; Ordinance 2020-01 adopted 1/14/20)

	Residential Uses							Nonresidential Uses							
<b>INSTITUTIONAL/ GOVERNMENT</b>	<b>AG</b>	<b>SF-1</b>	<b>SF-2</b>	<b>SF-4</b>	<b>SF-5</b>	<b>MF-1</b>	<b>O</b>	<b>LR</b>	<b>GR</b>	<b>CS</b>	<b>HO</b>	<b>I</b>	<b>GUI</b>	<b>PR</b>	257

Assisted Living Facility						C		C	C	C	P			Item # 19.	
Broadcast Tower (Commercial)												C			
Cemetery or Mausoleum	C												P		
Child Day-Care Facility	C	C	C	C	C	C	C	P	P	P	P				
Church, Religious Assembly	P	P	P	P	P	P	P	P	P	P	P		P		
Civic Club							P	P	P	P	P				
Community Center (Municipal)											P		P		
Electrical Generating Plant												P	P		
Electrical Substation												P	P		
Emergency Care Clinic									P	P					
Fire Station	P	P	P	P	P	P	P	P	P	P			P		
Fraternal Lodge or Union							P	P	P	P	P				
Government Building (Mun, St, Fed)										P	P		P		
Group Day-Care Home	C	C	C	C	C	C	C	P	P	P					
Medical Clinic or Office							P	P	P	P	P				
Wireless Communications Tower	C	C	C			C	C	C	C	C		C			
Heliport												P			
Home for the Aged, Residential	C	C	C	C	C	C	C	C	C	P	P	P			
Hospice								C	P	P	P				
Hospital (Acute Care, General)							C	C	P	P					
Library							P	P	P	P	P		P		
Maternity Home							C	C	P	P	P				
Nursing/Convalescent Home							C	C	P	P					
Orphanage						C	C	C	P	P	P				
Philanthropic Organization							P	P	P	P	P				

Post Office	P	P	P	P	P	P	P	P	P	P	P		P	Item # 19.
Radio, Television, Microwave Tower									C	C		C		
School, K Through 12 (public or private)	P	P	P	P	P	P	P	P	P	P	P		P	
Sewage Pumping Station	C	C	C	C	C	C	C	C	C	C	P	P	P	
Telephone Switching/ Exchange Bldg.							C	C	C	P	P		P	
Wastewater Treatment Plant	C	C	C	C	C	C	C	C	C	C		C	P	
Water Supply (Elevated Storage Tank)	C	C	C	C	C	C	C	C	C	C	P	C	P	
Water Supply Facility (Private)	P	P	P	P	P	P		C	C	C		C	P	

	Residential Uses						Nonresidential Uses								
COMM. & WHOLESALE TRADE	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	PP
Book Bindery										P	P				
Feed & Grain Store									P	P					
Furniture Manufacture												P			
Heating & Air-Conditioning Sales/Service									P	P					
Pawnshop									C	C					
Propane Sales (Retail)										P					
Taxidermist										P					
Transfer Station/Refuse Pickup												P			
Veterinarian (Outdoor Kennels or Pens)	C									P					
Warehouse/Office										C		P			
Welding Shop										C		P			

	Residential Uses						Nonresidential Uses								
LIGHT	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	259

<b>INDUSTRIAL/MFG.</b>															Item # 19.
Contractor's Office (No Outside Storage.)								P	P	P	P	P			
Contractor's Office (with Outside Storage)										C		P			
Contractor's Temporary On-site Office	C	C	C	C	C	C	C	C	C	C	P	C			
Electronic Assembly										C		P			
Engine Repair or Manufacture												P			
Laboratory Equipment Manufacture												P			
Machine Shop												P			
Maintenance & Repair Services for Bldgs.										P					
Open Storage/Outside Storage	C									C		P			
Plumbing Shop										P	P				
Research Lab (Nonhazardous)										C	C		P		
Sand/Gravel/Stone Sales or Storage	C									C		P			
Sand/Gravel Quarrying													C		
Sign Manufacturing										C	P	P			
Stone/Clay/Glass Manufacturing										C		P			

(Ordinance 1220.99 adopted 2/17/15)



# City Council Meeting Planning Department Staff Report

**City Council Meeting:** September 8, 2020

**Project Number:** ZA2020-0006

**Project Planner:** Amanda Padilla, Senior Planner

**Item Details**

**Project Name:** Haydon Tracts 1, 2, 3

**Property Location:** This property is generally located northwest of the intersection of Bluff Street and Hays Street, within the Hays Street Historic District.

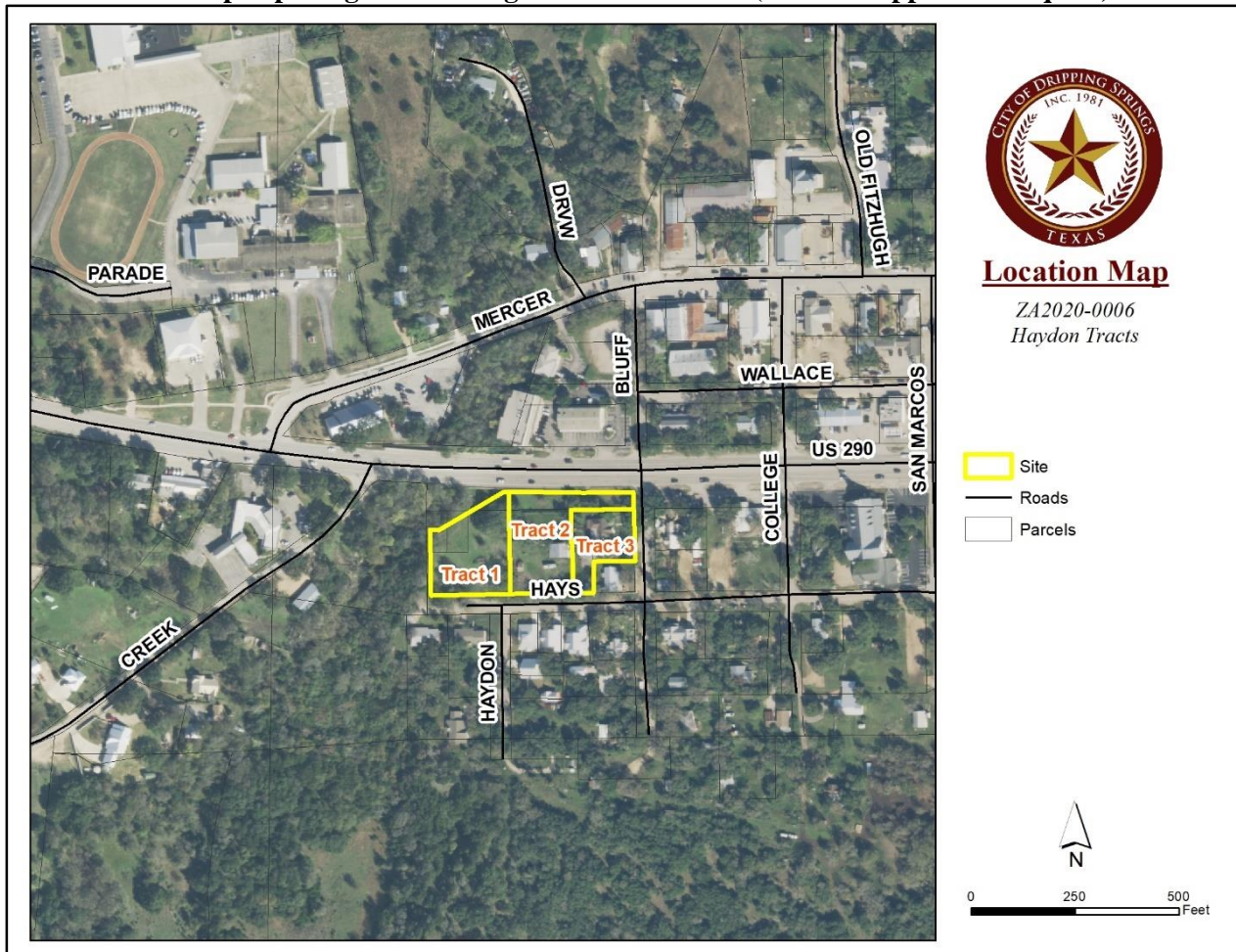
**Legal Description:** W.T. Chapman # 5, Block 1,2,3,4,7,8 & 0.68 acre of spring street

**Applicant:** Jon Thompson

**Property Owner:** Charles Haydon

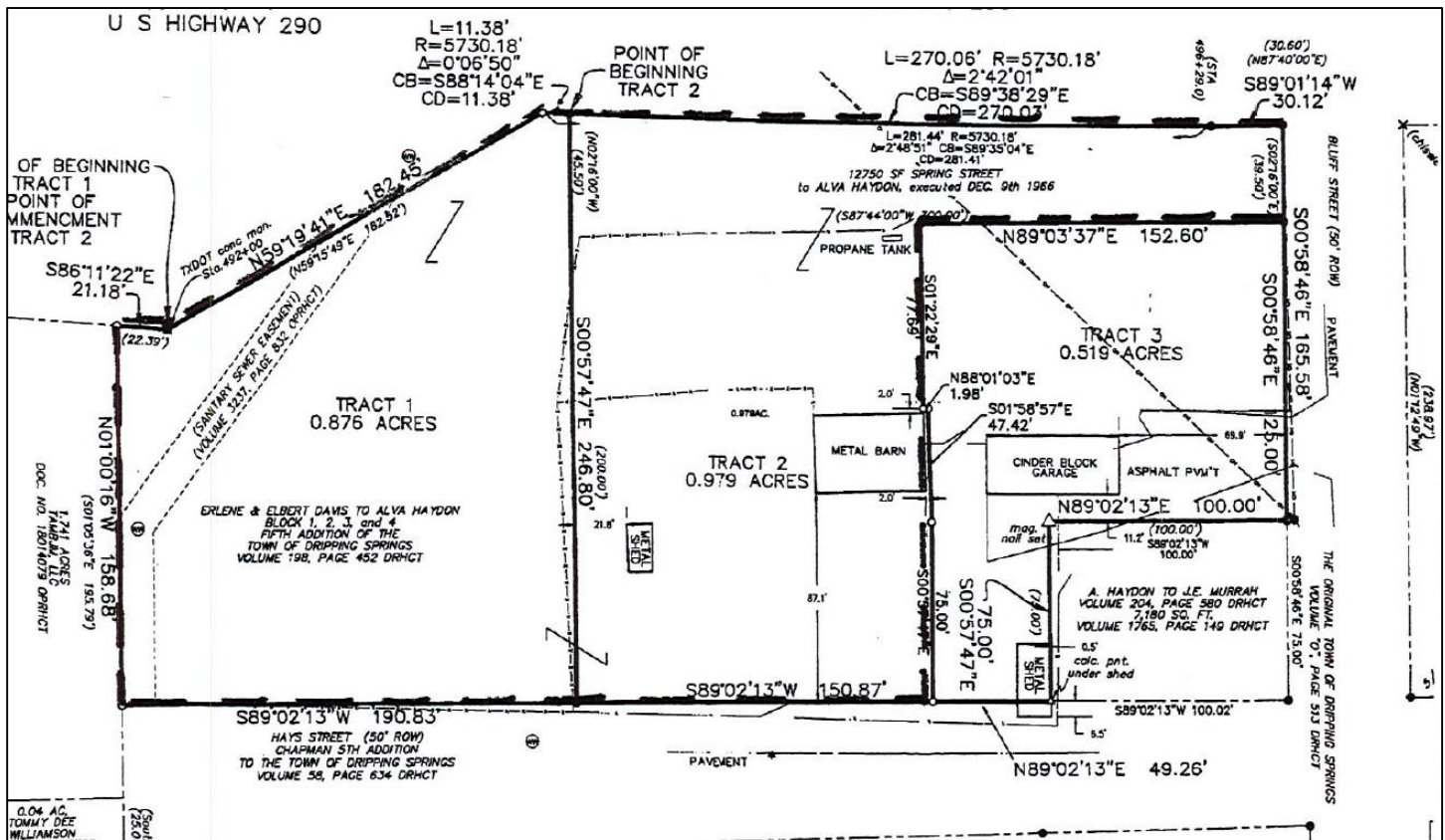
**Request:** A proposed zoning map amendment for three (3) tracts generally located northwest of the intersection of Bluff Street and Hays Street, within the Hays Street Historic District. Tracts 1 and 2 are requesting to rezone from Two-Family Residential - Duplex (SF4) to Single-Family Attached Residential - Town Home (SF5). Tract 3 is requesting to rezone from SF-4 to General Retail (GR).

**Staff Recommendation:** Staff recommends approval of the requested Zoning Change for Tract 3 from Two-Family Residential - Duplex (SF-4) to General Retail (GR). Staff recommends postponing the rezoning for Tracts 1 and 2 (based on applicants request).



Overview

The applicant is requesting a zoning map amendment change for three (3) tracts generally located northwest of the intersection of Bluff Street and Hays Street, within the Hays Street Historic District. Tracts 1 and 2 are requesting to rezone from Two-Family Residential - Duplex (SF4) to Single-Family Attached Residential - Town Home (SF5). Tract 3 is requesting to rezone from SF-4 to General Retail (GR). The applicant has requested to postpone Tracts 1 and 2 to allow for a Conditional Overlay to be placed on the property. Tract 3 is requesting to rezone to General Retail (GR) to allow for a Bed and Breakfast.



The zoning district General Retail is established to provide areas for retail facilities that are larger than those generally located in the Local Retail District, such as large grocery stores, bookstores, and the like. Areas zoned for General Retail should have convenient regional access via major thoroughfares, such as US Highway 290 or Ranch Road 12, and major collector streets are primary locational considerations. Hotel/motel uses, community scale retail, and bed-and-breakfasts are permitted within General Retail Districts.

Permitted Uses: Those uses listed for the GR, General Retail District or any less intense commercial district and Single-Family Four (SF-4), Single-Family Five (SF-5), and Multifamily Residential (MF) uses in Appendix E (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.

All three (3) tracts are within the Hays Street Historic District. When a lot is within the historic district, they shall comply with the Historic District Overlay as well as the General Retail Use Chart. Certain uses could be prohibited in the Historic District but allowed in General Retail. For example, Check Cashing Service, Credit Agencies, and Convenience store with gas sales are allowed in a General Retail District but are not allowed within the Historic District, so this property would be prohibited from allowing those uses. If a use requires a CUP within General Retail and not in the Historic District (or vice-versa) the CUP would be required because the City would implement whichever is the most restrictive requirement, this would also apply if a use is prohibited in one district but not the other.

<b>Development Standards and Regulations for General Retail Zoning District and Historic District</b>		
	<b>General Retail</b>	<b>Hays Historic District</b>
<b>Size of Lots</b>		
Minimum Lot area	Twenty thousand (20,000) square feet	
Minimum Lot Width	One hundred feet (100')	
Minimum Lot Depth	Minimum Lot Depth - One hundred fifty feet (150')	
<b>Setback Requirements</b>		
Minimum Front Yard	Twenty-five feet (25'); all yards adjacent to a street shall be considered a front yard.	Ten feet (10')
Minimum Side Yard	Twenty-five feet (25'); twenty-five feet (25') adjacent to a public street or residential lot.	Five feet (5')
Interior Side Yards	When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the City's Building Code.	Five feet (5')
Minimum Rear Yard	Twenty-five feet (25')	Ten feet (10')
Adjacent to any Single-Family District	Any retail use that is located adjacent to (and not across a right-of-way from) any single-family zoning district shall be set back from the applicable residential district property line by forty feet (40')	
Maximum Lot Coverage	Sixty percent (60%) total, including main buildings and accessory buildings.	
Gross Floor	The gross floor area for each building shall not exceed sixty thousand (60,000) square feet per building.	
Open Storage	Open storage is limited to a maximum of five percent (5%) of the total lot area, shall not be located in front of or on top of the building, shall not be located facing any street, and must be screened in accordance with the provisions of Section 5. Open storage cannot be visible from any public street or adjacent property.	
<b>Height Regulations</b>		
Main Building	Maximum two (2) Stories, or forty feet (40'), whichever is less	Maximum two (2) stories
Accessory Building	Maximum one (1) story, or twenty-five feet (25')	
(g) Outside Display:		
(1) Outside display of merchandise and seasonal items, such as Christmas trees and pumpkins shall be limited to the following:		

- (2) Outside display areas shall not be placed or located more than thirty feet (30') from the main building.
- (3) Outside display areas shall not occupy any of the parking spaces that are required by this Chapter for the primary use(s) of the property, except on a temporary basis only, which is a maximum of thirty (30) days per display and a maximum of two (2) displays per calendar year.
- (4) Outside display areas shall not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on-site or off-site, in any way.
- (5) Outside display areas shall not extend into public right-of-way or onto adjacent property.
- (6) Outside display items shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
- (h) On-Site Dwellings: Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- (i) Temporary Facilities: There shall be no permanent use of temporary facilities or buildings.
- (j) Other Regulations: Refer to Section 5, Development Standards & Use Regulations.

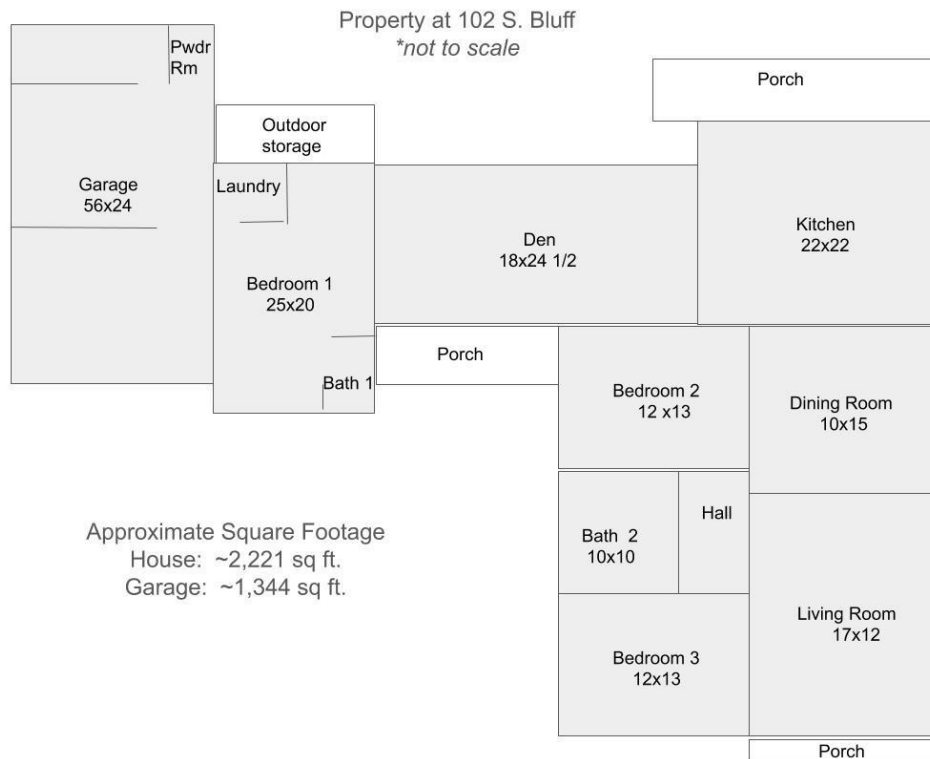
**Site Information**

**Location:**

The Subject property is located northwest of the intersection of Bluff Street and Hays Street, within the Hays Street Historic District.

**Physical and Natural Features:**

The land has a Single-Family Residential Home with a Garage.

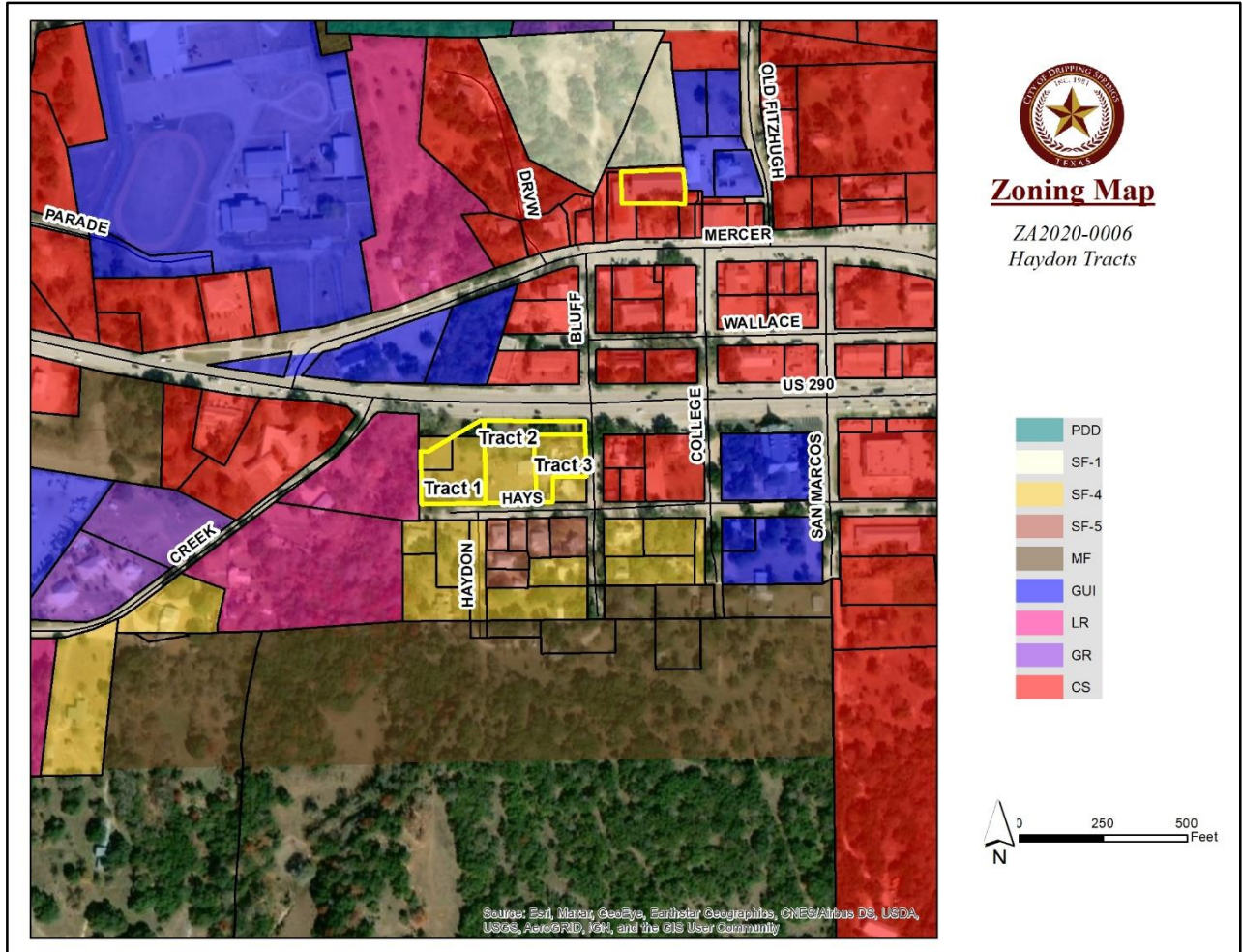




**Future Land Use and Zoning Designation:**

The City’s Future Land Use Map does not show this property on the Map. The property is within the Hays Street Historic District and shall comply with the Historic District Overlay use chart.

**Surrounding Properties**



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Future Land Use
North	Government, Utility, Institutional (GUI), Commercial Services (CS)	City Hall, Office & Retail (Spring Bluff Center)	Not Shown on the Future Land Use Map
East	Commercial Services (CS)	Restaurant (Rolling in Thyme and Dough)(Creek Road Café)	
South	Single-Family Attached Residential District (SF-5) Garden Home	Garden Homes	
West	Local Retail (LR)	Commercial Development/ Vacant Building	

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

2.28.1 The City declares the enactment of these regulations governing the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community. No change shall be made in these regulations or in the boundaries of the zoning districts except:

- a. To correct any error in the regulations or map;
- b. To recognize changed conditions or circumstances in a particular locality;
- c. To recognize changes in technology, the style of living, or manner of conducting business;
- d. To make changes in order to implement policies reflected within the Comprehensive Plan.

2.28.2 In making a determination regarding a requested zoning change, the P&Z and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	Staff believes the proposed change from SF-4 to GR is an appropriate change for the area because it complements the adjacent commercial properties and the use is suitable along US Hwy 290. It also fits in with the surrounding Residential lots. The property adjacent to this property (to the south) is used as a short-term rental which is a similar use to a Bed and Breakfast.
2. their relationship to the general area and the City as a whole;	The use proposed will fit in with the surrounding area. A bed and breakfast suits dripping springs community and can benefit tourism/wedding-related businesses in the Community, which is a goal of the Comprehensive Plan.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	This property is not shown on any existing or proposed plans for public schools, streets, water supply, sanitary sewers, and other utilities to the area.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This property will have no negative effect on other GR zoning districts or surrounding commercial properties. It could promote the occupancy of commercial uses on the adjacent Local Retail lots to the west.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	General Retail uses have been placed on adjacent lots across the creek. The City of Dripping Springs is seeing an increase in commercial development.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	The use intended, Bed and Breakfast, would benefit the surrounding commercial properties. Patrons of the Bed and Breakfast could walk over to the surrounding restaurants and retail.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	This property is being treated similarly to other Zoning changes.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	Staff does not see this Zoning Change affecting the public health, safety, morals or general welfare.

## Summary, Recommendation, and Required Action

Based on the uses permitted in the General Retail Zoning District and Historic Overlay District, the adjacent land uses, the opportunity to attract more individuals to the area, and the increase in Hotel Occupancy Tax, **Staff recommends approval of the requested Zoning Change for Tract 3 to Two-Family Residential - Duplex (SF-4) to General Retail (GR). Staff recommends postponing the rezoning for Tracts 1 and 2 to the next City Council meeting on October 13, 2020.**

### 2.36. Council Action

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

- (a) approve the request in whole or in part;
- (b) deny the request in whole or in part;
- (c) continue the application to a future meeting, specifically citing the City Council meeting to which it was continued; or
- (d) refer the application back to the P&Z for further study.

2.36.2 If the City Council denies the request, then no other zoning application may be filed for (all or part of) the subject tract of land, or for that portion of this Chapter, in the case of a text amendment request submitted by a property owner or citizen, for a waiting period of six (6) months following the denial. In the instance that the request was initiated by the City Council and involved a proposed amendment to the text of this Chapter, then there is no waiting period before the request can be reconsidered. This section shall not apply to applications for the same tract of land proposing a different zoning change than that which was previously denied, provided no more than three (3) applications are submitted for the same tract within a twelve (12) month period.

2.36.3 The City Council may, at its option, waive the six (6) month waiting period if, after due consideration of the matter at a scheduled and posted meeting, it is determined that denial of the request was based upon erroneous or omitted information, or if substantial new information pertaining to the request is discovered.

## Planning and Zoning Commission Recommendation

1. The Planning and Zoning Commission recommended postponement to the September 22, 2020 Planning and Zoning Commission Meeting for Tract 1 and 2 with a vote of 7 to 0, all in favor.
2. The Planning and Zoning Commission recommended approval of the requested Zoning Map Amendment for SF-4 to GR with a vote of 7 to 0, all in favor.

## Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the zoning map amendment.

## Attachments

- Exhibit 1 – Zoning Map Amendment Application
- Exhibit 2 – Proposed Ordinance & Survey
- Exhibit 3 – General Retail Use / Historic Overlay Chart

## Exhibit 4 - Implementation Standards Historic Districts

Recommended Action:	Recommend approval of the requested zoning map amendment for Tract 3, Postpone Tracts 1 and 2 Zoning Amendment
Alternatives/Options:	Recommend denial of the zoning map amendment.
Budget/Financial Impact:	All fees have been paid, and the city would receive Hotel occupancy taxes.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A
Comprehensive Plan Goal:	Support tourism / wedding related businesses



# CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

## ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

### CONTACT INFORMATION

PROPERTY OWNER NAME Charles Haydon

STREET ADDRESS 102 South Bluff Street

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE (512) 924-7728 EMAIL 601charliesherry@gmail.com

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting, LLC

STREET ADDRESS PO Box 172

CITY Dripping Springs STATE Texas ZIP CODE 78620

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

### REASONS FOR AMENDMENT

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

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

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

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

<b>PROPERTY &amp; ZONING INFORMATION</b>	
PROPERTY OWNER NAME	Charles W. Haydon
PROPERTY ADDRESS	
CURRENT LEGAL DESCRIPTION	W.T. Chapman # 5, Block 1, Lots 1, 2, 3, 4, 7, 8 & 0.68 acre of Spring Street
TAX ID#	R23586
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	SF4 (for Tract 1 & 2)
REQUESTED ZONING/AMENDMENT TO PDD	<b>GR (for Tract 3) - SF5 (for Tracts 1 &amp; 2)</b>
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	To recognize the commercial value and potential of the front property that is the house and accompanying elements around it (Tract 3). Identified in the accompanying survey. The Tracts 1 & 2 are also identified in the accompanying survey.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	Tract 3 - is proposed to be a Bed & Breakfast but may incorporate some light commercial in the future depending on the market and would like to be zoned accordingly. Tract 1 & 2 - the owner has no plans but would like to limit it to being reflective of what has already been built on the south side of Hays Street south of this tract. That area has SF5 zoning.

**COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \***

*(See attached agreement).*

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

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

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

**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, ~~Vol. XXXXXX, Pg. XXXXXXXX~~ Cause # 18-0113-P

Charles Hayden  
Name

Owner  
Title

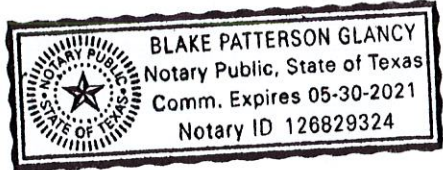
STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on the 13 day of July, 2020 by Charles Hayden.

[Signature]  
Notary Public, State of Texas

My Commission Expires: 5/30/21

Jon Thompson  
[Signature]  
Name of Applicant



**ZONING AMENDMENT SUBMITTAL**

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

Applicant Signature \_\_\_\_\_

\_\_\_\_\_ Date

**CHECKLIST**

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



**Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.**

## Special Warranty Deed

**Date:** The 25<sup>th</sup> day of April, 2019

**Grantors:** CHARLES WILLIAM HAYDON,  
INDEPENDENT CO-EXECUTOR OF THE ESTATE OF WILLIE MAE HAYDON  
601 Gatlin Creek Drive  
Dripping Springs, Hays County, Texas 78620

ROBERT LYNN HAYDON  
INDEPENDENT CO-EXECUTOR OF THE ESTATE OF WILLIE MAE HAYDON  
740 W. Briarwood  
Brenham, Washington County, Texas 77833

**Grantees:** Charles William Haydon and Sherry E. Haydon, husband and wife  
601 Gatlin Creek Drive  
Dripping Springs, Hays County, Texas 78620

**Consideration:** Transferred pursuant to provisions in the Last Will and Testament of Willie Mae Haydon, Deceased, Cause No. 18-0113-P, Hays County Court at Law, Hays County, Texas

**Property (including any improvements):**

Being a 0.519 of one acre of land, 22,615 sq. ft., a portion of Block No. 10 of the Fifth Addition of the Town of Dripping Springs as conveyed in a deed to Alva Haydon in Volume 198, Page 452 of the Hays County Deed Records; said 0.519 of one acre of land more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes.


**Reservations from Conveyance and Warranty:**

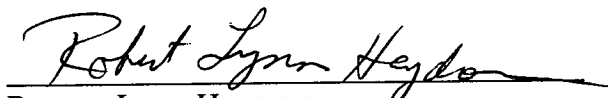
This conveyance is made, delivered and accepted subject to the payment of ad valorem taxes assessed against the property conveyed for the current year, the payment of which Grantee assumes; all restrictions, covenants, easements, rights-of-way and prescriptive rights, whether of record or not; any outstanding royalty and mineral reservations, conditions and recorded instruments, other than

liens and conveyances, affecting said property; and any and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities affecting said property.  
Exceptions to Conveyance and Warranty:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, *when the claim is by, through, or under Grantor, but not otherwise, except* as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

  
CHARLES WILLIAM HAYDON,  
INDEPENDENT CO-EXECUTOR OF  
THE ESTATE OF WILLIE MAE HAYDON

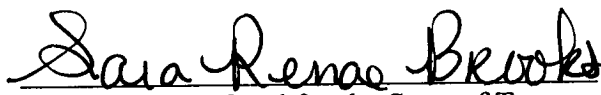
  
ROBERT LYNN HAYDON,  
INDEPENDENT CO-EXECUTOR OF  
THE ESTATE OF WILLIE MAE HAYDON

State of Texas  
County of Hays

On this day personally appeared CHARLES WILLIAM HAYDON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25<sup>th</sup> day of April, 2019.

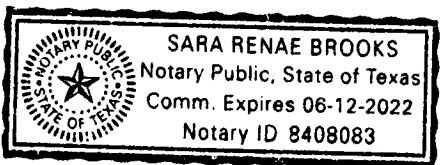


  
Notary Public of and for the State of Texas

State of Texas  
County of Hays

On this day personally appeared ROBERT LYNN HAYDON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25<sup>th</sup> day of April, 2019.



*Sara Renae Brooks*  
Notary Public of and for the State of Texas

After filing return to:  
Marilyn G. Miller, Attorney at Law  
P.O. Box 917  
Dripping Springs, Texas 78620

No title examination concerning the herein described real property was made by the attorney, Marilyn G. Miller, by whom this instrument was prepared. The property description attached, or set forth herein, was furnished by parties hereto, and all responsibility for the accuracy thereof is expressly assumed by the grantor and grantees herein named. Therefore, no representations as to warranties of title are made by the attorney, Marilyn G. Miller.

x:\active clients\haydon, est of willie mae 5716\sw deed from estate to charles.docx4/17/2019

HAYDON  
TRACT 3

**PROPERTY DESCRIPTION**

**BEING A 0.519 OF ONE ACRE OF LAND, 22,615 SQ. FT. A PORTION OF BLOCK NO. 10 OF THE FIFTH ADDITION OF THE TOWN OF DRIPPING SPRINGS AS CONVEYED IN A DEED TO ALVA HAYDON IN VOLUME 198, PAGE 452 OF THE HAYS COUNTY DEED RECORDS; SAID 0.519 OF ONE ACRE OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83 4203.**

**COMMENCING** at a TxDOT Type 1 monument found (TxDOT Sta. 492+00, 150.00' Rt) located on the southerly right of way line of U.S. Hwy 290 in Dripping Springs, Texas;

**THENCE**, with said southerly right of way line the following courses and distance:

1. N59°19'41"E, 182.45 feet to a ½-inch iron rod set with cap stamped "AST" for the beginning of a non-tangent curve to the left;
2. with the arc of said non-tangent curve to the left 281.44 feet, having a radius of 5730.18 feet, a central angle of 02°48'51" and a chord bearing and distance of S89°35'04"E, 281.41 feet to a ½-inch iron rod set with cap stamped "AST" marking the end of said curve (TxDOT Sta. 496+29.0, 50' Rt.);
3. N89°01'14"E, 30.12 feet to a ½-inch iron rod set with cap stamped "AST" on the westerly right of way line of Bluff Street (50 feet wide ROW);

**THENCE**, leaving said southerly right of way and with the westerly right of way line of Bluff Street, S00°58'46"E, 40.58 feet to a ½-inch iron rod set with cap stamped "AST" on the northerly line of said Block 10 for the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing with said westerly right of way line, same being the easterly line of said Block 10, S00°58'46"E, 125.00 feet to a ½-inch iron rod set with cap stamped "AST" at the northeast corner of a called 7180 square foot tract described in a deed to J. E. Murrah and recorded in Volume 204, Page 580 of the Hays County Deed Records, from which a ½-inch iron rod found bears S00°58'46"E, 75.00 feet;

**THENCE**, crossing said Block 10 the following courses and distances;

1. with the northerly line of said 7180 square foot tract, S89°02'13"W, 100.00 to a mag nail set at the northwest corner of said 1780 square foot tract;
2. with the west line of said 7180 square foot tract, S01°22'29"E, 75.00 feet to a calculate point under an existing shed, on the northerly right of way line of Hays Street;

**THENCE**, with said northerly right of way line, same being the southerly line of said Block 10, N89°02'13"E, 49.26 feet to a ½-inch iron rod set with cap stamped "AST";

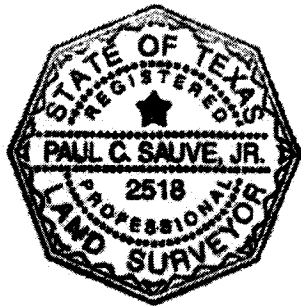
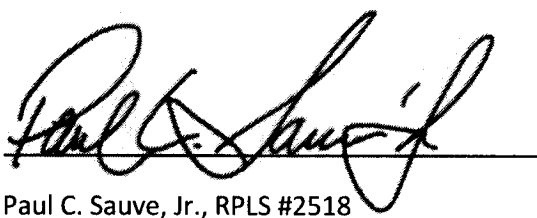
**THENCE**, leaving said right of way, crossing said Block 10 the following courses and distances;

1. N00°57'47"W, 75.00 feet to a ½-inch iron rod set with cap stamped "AST";
2. N01°58'57"W, 47.42 feet to a ½-inch iron rod set with cap stamped "AST";
3. S88°01'03"W, 1.98 feet to a ½-inch iron rod set with cap stamped "AST";
4. N01°22'29"W, 77.69 feet to a ½-inch iron rod set with cap stamped "AST";

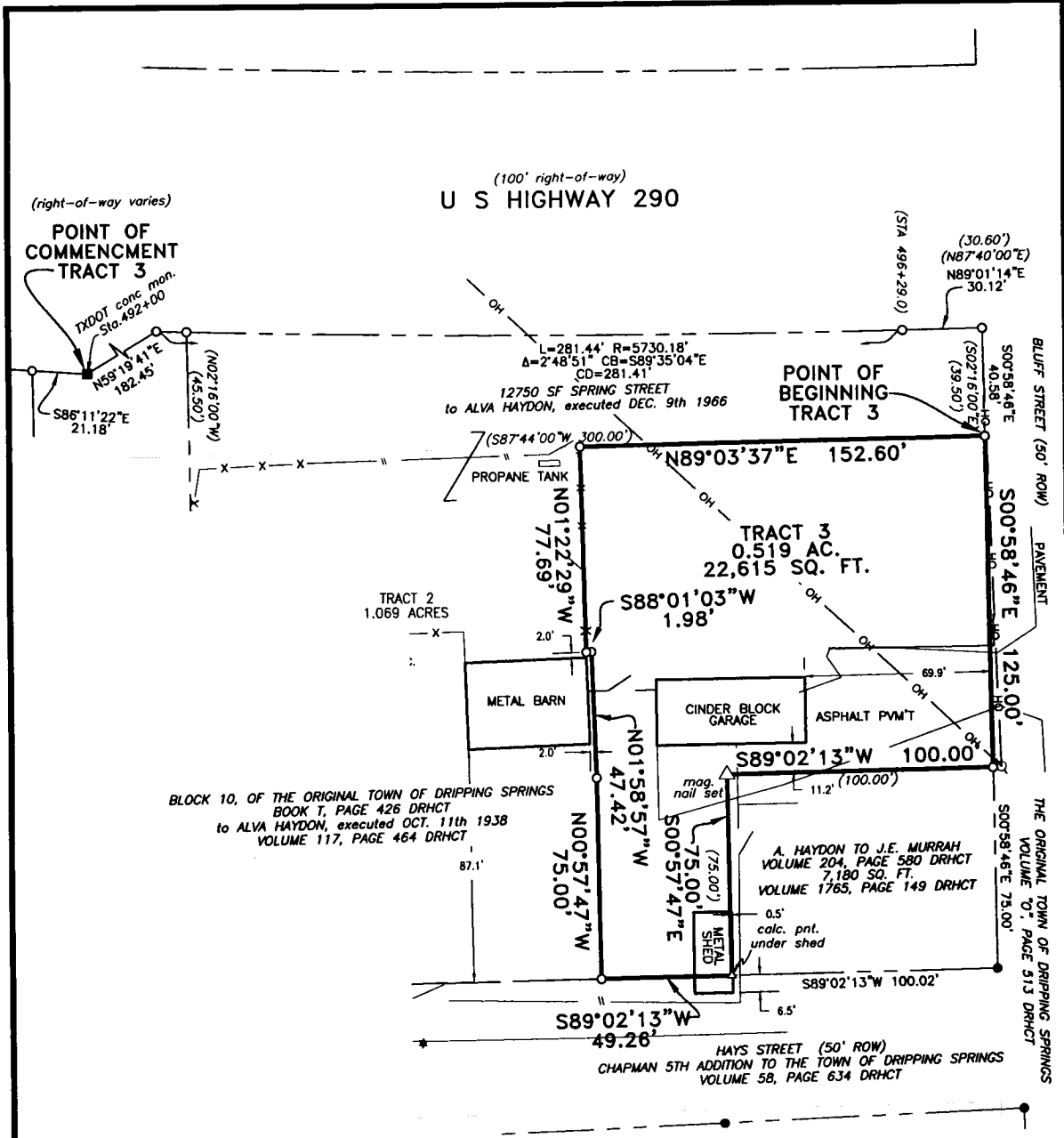
**THENCE**, with the northerly of said Block 10, N89°03'37"E, 152.60 feet to the **POINT OF BEGINNING** and containing 0.519 of one acre of land, more or less.

**SURVEYOR'S STATEMENT**

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.



Paul C. Sauve, Jr., RPLS #2518  
Austin Spatial Technologies, LLC  
January 18, 2019



LEGEND

- 1/2" IRON ROD FOUND AND AS NOTED
- ▲ 60D NAIL FOUND
- SET 1/2" IRON ROD W/CAP "AST" OR AS NOTED
- △ CALCULATED POINT
- ⊗ WASTEWATER MANHOLE
- //— WOOD FENCE
- x-x- WIRE FENCE
- ( ) RECORD INFORMATION
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- ↯ BREAK IN SCALE

SURVEYORS STATEMENT:

I HEREBY STATE THAT THE INFORMATION SHOWN HEREON IS THE RESULT OF AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN AUGUST 2018 THRU JANUARY 2019. GRID BEARINGS INDICATED HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). THIS SURVEY WAS PERFORMED WITHOUT A CURRENT TITLE COMMITMENT. AUSTIN SPATIAL TECHNOLOGIES PERFORMED LIMITED RESEARCH FOR THIS SURVEY.

*Paul C. Sauve, Jr.*  
PAUL C. SAUVE, JR., RPLS NO. 2518  
JANUARY, 2019  
DATE



SCALE : 1"=40'  
GRAPHIC SCALE

SHEET



AUSTIN SPATIAL TECHNOLOGIES, LLC  
LAND SURVEYORS - GEOMATIC SPECIALISTS  
3815 South Capital of Texas Hwy., Austin, Texas 78704  
ph. 512-573-6730  
FIRM REGISTRATION NO. 10173100

DATE : JAN. 2019  
SCALE : 1"=40'  
CHECKED BY: PCS  
DRAFTED BY: SAR

BOUNDARY WITH IMPROVEMENTS  
REMAINING PORTION OF BLOCK 10,  
OF THE ORIGINAL TOWN OF DRIPPING SPRINGS  
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS



**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2020-\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 0.519 ACRES FROM TWO-FAMILY RESIDENTIAL - DUPLEX (SF-4) TO GENERAL RETAIL DISTRICT (GR); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

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

**WHEREAS,** the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment “A” and totaling approximately 0.519 acres, from Two-Family Residential - Duplex (SF-4) to General Retail District (GR); and

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

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

**WHEREAS,** after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on August 25, 2020 to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

**WHEREAS,** after public hearing held by the City Council on September 8, 2020, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

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

**WHEREAS,** pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt this Ordinance.

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

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

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as expressly set forth herein.

### **2. ENACTMENT**

One tract of land totaling approximately 0.519 acres and described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned from Two-Family Residential - Duplex (SF-4) to General Retail (GR).

### **3. REPEALER**

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

### **4. SEVERABILITY**

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

### **5. CHANGE ON ZONING MAP**

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

### **6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage.

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

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

**PASSED & APPROVED this, the 8<sup>th</sup> day of September 2020, by a vote of \_\_ (ayes) to \_\_ (nays) to \_\_ (abstentions) of the City Council of Dripping Springs, Texas.**



**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

*Attachment "A" Description of Tract*

***Attachment "B"***  
***0.519 Acres Tract 3 Survey***

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2015-10

**VISION STATEMENTS AND IMPLEMENTATION STANDARDS AND GUIDELINES FOR HISTORIC DISTRICTS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS AMENDING THE HISTORIC PRESERVATION PROGRAM IMPLEMENTATION MANUAL TO INCLUDE VISION STATEMENTS AND DESIGN AND DEVELOPMENT STANDARDS FOR HISTORIC DISTRICTS

**WHEREAS,** the City of Dripping Springs City Council adopted the “City of Dripping Springs Historic Preservation Program Implementation Manual” on September 11, 2007;

**WHEREAS,** the “Historic Preservation Program Implementation Manual” includes design and development standards for Historic Districts;

**WHEREAS,** the Implementation Manual should be reviewed from time to time and may be modified and new design and development guidelines may be adopted in accordance with the City of Dripping Springs Code of Ordinances, Section 24.07.012 (a);

**WHEREAS,** City staff developed vision statements (incorporated herein as *Attachment “A”*) to encourage the preservation of existing structures and compatible growth in the historic districts; and

**WHEREAS,** City Staff has reviewed the current design and development standards and recommend that they be amended in light of the vision statements; and

**WHEREAS,** the City Council finds it to be reasonable, necessary, and in the public interest to review and amend the Implementation Manual.

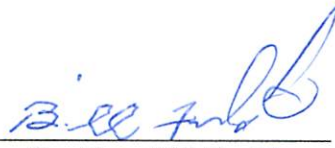
**NOW, THEREFORE, BE IT RESOLVED by the City of Dripping Springs City Council:**

1. The Council hereby amends the Implementation Manual to include Historic Districts Vision Statements in accordance with *Attachment “A”*, incorporated herein.
2. The Council hereby amends the Implementation Manual to include Design Development Standards in accordance with *Attachment “B”*, incorporated herein.
3. The City Secretary is directed to post the amended Implementation Manual on the City’s website and make it available to the public at City Hall.

- 4. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the 17<sup>th</sup> day of February 2015, by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS**

by:   
Mayor Pro Tem Bill Foulds

**ATTEST:**

  
Kerri Craig, City Secretary

*Attachment "A"*  
*Addendum to the Historic Preservation Program Implementation Manual*  
*Adopted September 11, 2007*

**CITY OF DRIPPING SPRINGS**  
**DRIPPING SPRINGS HISTORIC DISTRICTS VISION STATEMENTS**  
*February 17, 2015*

# DRIPPING SPRINGS - HISTORIC DISTRICTS

\* \* \*

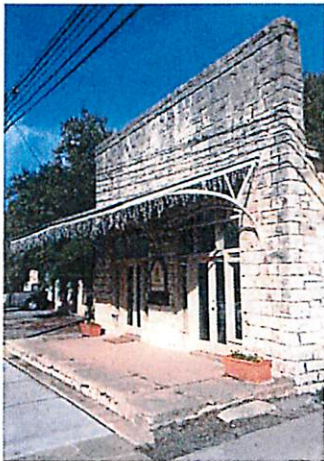
## Overall Vision Statement City of Dripping Springs 2/17/15

### Vision Statement:

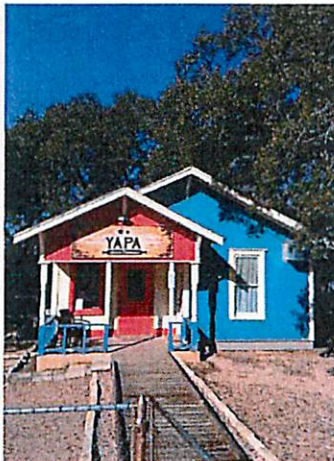
The overall vision for the **Historic Districts of Dripping Springs** is to preserve and enhance the heritage, historic character and resources of these districts, while encouraging revitalization through complementary new uses.

Visions and policies for each individual Historic District will complement, reflect and implement this overall vision through a recognition and understanding of its' own unique qualities, character, historic resources, role within the larger community and future prospects:

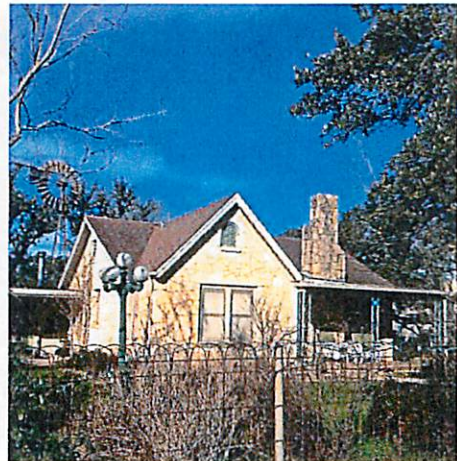
- **Mercer Historic District:** The town's original "Main Street" and first Historic District;
- **Old Fitzhugh Road Historic District:** An emerging, eclectic mixed-use Historic District.; and
- **Hays Street Historic District:** A surviving neighborhood dating from the origins of the town.



Mercer Street District



Old Fitzhugh Rd District



Hays Street District

\* \* \*

City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620  
512-858-4725

## MERCER - HISTORIC DISTRICT

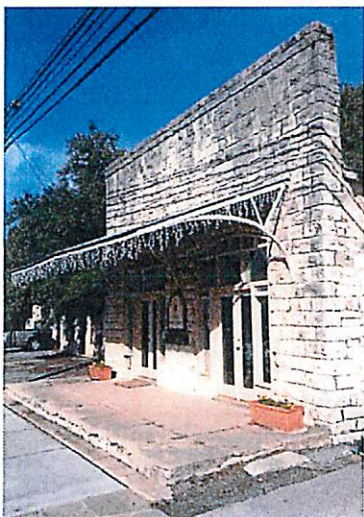
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### Vision Statement / Historic Characteristics/Planning Concepts /Policy Recommendations City of Dripping Springs 2/17/15

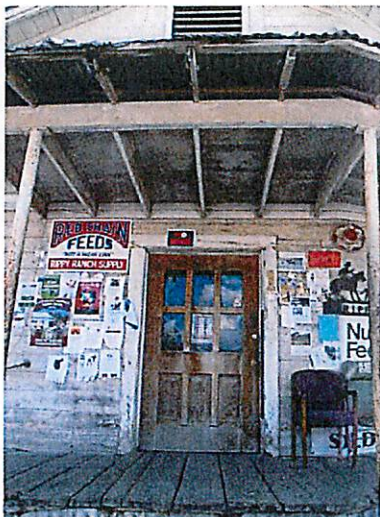
#### Vision Statement:

The vision for the **Mercer Historic District** is to preserve, enhance, and build upon the heritage, character, vitality, walkable scale and informal charm of the original historic “Main Street” and commercial town center of Dripping Springs.

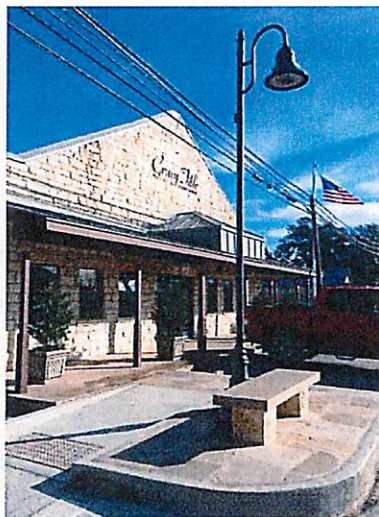
- **Community Focal Point:** Foster it’s emergence as a vibrant, symbolic gathering place for the entire community and promote it as a memorable center for civic activities and public events;
- **Preserve Historic Resources:** Continue to preserve the heritage buildings, storefronts, landscapes and public spaces of Mercer Street, through careful stewardship, appropriate rehabilitation and sensitive adaptive re-use; and
- **Promote Revitalization:** Encourage compatible, attractive new infill development and harmonious businesses that cater to serving residents and visitors with family-friendly, pedestrian-oriented mixed-uses.



Walkable Scale



Rustic Character



Pedestrian Orientation

#### Distinguishing Historical Characteristics

City of Dripping Springs  
 P.O. Box 384  
 Dripping Springs, Texas 78620  
 512-858-4725



**Mercer Historic District** was established as the City's first Historic District, recognizing a "distinctive and locally significant collection of commercial, institutional and residential buildings that represent the city's development in the mid-nineteenth to mid-twentieth century around the landmark springs for which the town is named." (City of Dripping Springs, Historic Preservation Program Manual- 2007, p. 47). The Historic District was "Listed" in the National Register of Historic Places in 2013.

As the town's original east-west thoroughfare and historic commercial center, Mercer Street forms the core of the Historic District, and east and west "gateways" are formed at convergences with US Hwy 290.

Some of the City's prime historic and cultural resources are found in this District, arrayed along Mercer St. and the adjacent blocks north of Hwy 290. Recent streetscape improvements, including street lighting, sidewalks, crosswalks and plazas, curb & gutter and pedestrian amenities have increased the safety, functionality and comfort of Mercer St. while complementing its historic character and boosting aesthetic appeal. This district serves to preserve the City's historical and cultural identity while providing an identifiable framework for vibrant "Town Center" redevelopment, reinvestment and economic activity.

### Defining Qualities & Design Elements

- **Historic Town Center:** concentration of historic commercial, institutional, residential structures
- **Walkable Scale:** pedestrian-friendly streetscapes with convenient parking and traffic calming
- **Public Events & Festivals:** Focal point for regular public events & festivals (Founders Day, etc)
- **Mixed-Use:** a full range of urban uses, especially commercial, retail, public and institutional

### Planning Concepts & Future Vision

- **Historic Character:** maintain historic character while promoting complementary new businesses
- **Pedestrian Orientation:** promote attractive street frontages, inviting storefronts & entries, comfortable sidewalks, gathering places, public amenities, porches, awnings and shading devices
- **Adaptive Re-Use:** preserve history and infuse vitality with appropriate mixed-use rehabilitation
- **Sensitive Infill:** maintain predominant influence of historical resources, encourage context-sensitive, compatible new development/redevelopment on available properties

### Policy Recommendations & Tools

- **HPC Implementation Manual:** maintain, administer & enforce "Certificate of Appropriateness" criteria to achieve desired vision
- **HP Standards & Design Guidelines:** tighten focus on preserving Historic Character while allowing more variety, freedom & creativity
- **Alternative Design Standards:** promote flexibility/creativity for unique, quality projects that complement Historic character and bring invigorating new uses
- **Historical Zoning Overlay:** encourage compatible mixed-uses while protecting historic qualities

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**City of Dripping Springs**  
P.O. Box 384  
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## OLD FITZHUGH ROAD - HISTORIC DISTRICT

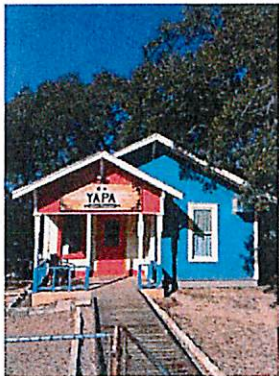
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### Vision Statement/Historic Characteristics/Planning Concepts/Policy Recommendations City of Dripping Springs 2/17/2015

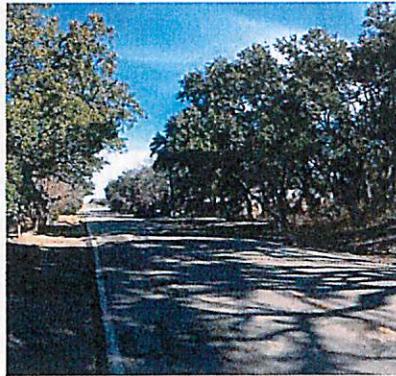
#### Vision Statement:

The vision for the **Old Fitzhugh Road Historic District** is to preserve the unique character and rustic qualities of this linear collection of small historic farmsteads and residences, while guiding its harmonious evolution into a new and vibrant, eclectic mixed-use commercial and residential district that is well-connected to the Mercer Historic District.

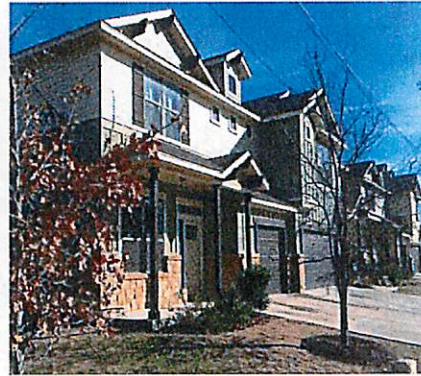
- **Historic Renovation & Landscape Preservation:** Encourage the renovation, upkeep and continued care for historic dwellings; preserve mature tree canopies, informal roadway, rural landscape features, outbuildings and supporting structures defining the character of this district;
- **Adaptive Re-Use:** Continue the flexible, adaptive transformation of existing historic properties to a variety of appropriate commercial, residential and mixed use rehabilitation projects; and
- **Eclectic Revitalization:** Encourage a wide range of new uses and compatible businesses, in a harmonious mixture of new and old buildings, through appropriate rehabilitation and well-scaled, context-sensitive new infill development.



**Eclectic Revitalization**



**Tree Preservation**



**Context-Sensitive Infill**

\* \* \*

**City of Dripping Springs**  
P.O. Box 384  
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512-858-4725

### Distinguishing Historical Characteristics

**Old Fitzhugh Road Historic District (OFRHD)** encompasses a loose collection of historic single-family residences and small family farmsteads (interspersed with more recent mobile home & other uses) extending approx. ½ mi. north from the heart of Mercer St to its termination at Ranch Road 12.

These historic resources developed organically, in a linear fashion, along an informal, rustic street enveloped with a nearly continuous canopy of mature Live Oak trees. Taken as a whole, this District maintains a unique character and sense of place, whose preservation plays a role in connecting the City to its rural heritage. In its current state, OFRHD “retains buildings and landscapes that reflect the area’s evolution from a nineteenth century agricultural landscape to a circa 1965 residential neighborhood.” (Roark-Foster-Consulting: “Historic Resources Survey Report, Old Fitzhugh Road- August 5, 2014).

### Defining Qualities & Design Elements

- **Rural Roadway:** rustic road with meandering alignment, irregular frontage setbacks
- **Landscape / Trees:** nearly continuous streetscape & unifying canopy of mature oak trees
- **Farmsteads w/Dependencies:** dwellings w/ domestic and agricultural outbuildings beside/behind
- **Architectural Variety:** collection of period residential styles, materials, building techniques

### Planning Concepts & Future Vision

- **Adaptive Re-Use:** preserve history and infuse vitality with appropriate commercial rehabilitation
- **Sensitive Infill:** encourage compatible new development/redevelopment on available parcels
- **Eclectic Character:** promote harmonious mix of new and old, with appropriate scale & character
- **Landscape / Streetscape / Tree Preservation:** maintain District-wide continuity & character, while connecting, screening & accommodating a wide variety of architectural responses

### Policy Recommendations & Tools

- **HPC Implementation Manual:** tailor “Certificate of Appropriateness” criteria to achieve vision
- **HP Standards & Design Guidelines:** adapt to promote Eclectic Character & allow variety
- **Alternative Design Standards:** promote flexibility/creativity for unique, quality projects that fit
- **Historical Zoning Overlay:** encourage compatible uses while protecting historic characteristics

## HAYS STREET - HISTORIC DISTRICT

\* \* \*

### Vision Statement/Historic Characteristics/Planning Concepts/Policy Recommendations City of Dripping Springs 2/17/2015

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#### Vision Statement:

The vision for the **Hays Street Historic District** is to protect the primarily historic residential character of this surviving neighborhood dating from the origins of Dripping Springs.

- **Neighborhood Preservation:** Protect neighborhood scale and character; preserve existing historic resources and harmonious structures;
- **Adaptive Re-Use / Sensitive Infill:** Allow small-scale, context-sensitive rehabilitation and sensitive new infill development of residential properties and appropriate mixed-use commercial development along Hwy 290 corridor; and
- **Landscape / Streetscape /Tree Preservation:** Maintain mature trees, unique site features and character-giving elements of the rural landscape.



**Historic Neighborhood Character**

\* \* \*

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**City of Dripping Springs**  
P.O. Box 384  
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512-858-4725

## Distinguishing Historical Characteristics

**Hays Street Historic District** (as proposed) is formed by “a surviving grid of city blocks and streets that flank Hays Street, south of and parallel to U.S. Hwy 290....Hays Street serves as an axis that unifies adjoining blocks into a discreet neighborhood that has remained almost entirely residential and pedestrian-friendly. The character of the neighborhood is defined....especially west of San Marcos Street, by twentieth century, single-story, single-family dwellings with informal yards, quaint landscaping features and mature trees.” (Roark-Foster-Consulting: “Historic District Assessment”- October 31, 2014)

This neighborhood, a part of the original town plan, has retained significant integrity and character despite being severed from the Mercer St. blocks to the north by the construction of Hwy 290 between 1958 and 1962. The District’s notable historic resources include the landmark Jones House, dating from the late nineteenth century, which survives in good condition with a high degree of architectural integrity. Other resources of importance to the community include the site and group of church-related structures associated with the First Baptist Church (sanctuary rebuilt after destruction by fire in 2007), six (6) surviving historic age homes from the Pre-WWII (1945) era, and eight (8) additional Post-War dwellings from circa 1945 to circa 1965. The District’s Hwy 290 and RR 12 margins (with some exceptions) reflect commercial development in response to highway visibility and real estate pressures, negatively-impacting the historical qualities of most of the highway frontage properties.

## Defining Qualities & Design Elements

- **Residential Scale:** recognizable residential neighborhood from the town’s early development
- **Landscape / Trees:** scattered canopy of mature trees, within private yards and along streets
- **Historic-Age Dwellings:** 19<sup>th</sup>/20<sup>th</sup> C. surviving homes w/ informal yards, landscape features
- **Architectural Vernacular:** distinctive residential styles; local responses to national trends

## Planning Concepts & Future Vision

- **Neighborhood Preservation:** protect residential character, preserve historic resources
- **Adaptive Re-Use:** allow small-scale, context-sensitive rehabilitation of residential properties
- **Sensitive Infill:** encourage appropriate new development/redevelopment on available parcels
- **Landscape / Streetscape / Tree Preservation:** maintain mature trees & landscape character

## Policy Recommendations & Tools

- **HPC Implementation Manual:** administer “Certificate of Appropriateness” criteria per vision
- **HP Standards & Design Guidelines:** adapt to protect Neighborhood Character & allow infill
- **Alternative Design Standards:** promote flexibility/creativity for fit projects of suitable quality
- **Historical Zoning Overlay:** encourage compatible Land Uses while protecting historic characteristics

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**City of Dripping Springs**  
P.O. Box 384  
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512-858-4725

*Attachment "B"*  
*Addendum to the Historic Preservation Program Implementation Manual*  
*Adopted September 11, 2007*

**CITY OF DRIPPING SPRINGS**  
**IMPLEMENTATION STANDARDS AND GUIDELINES FOR HISTORIC DISTRICTS**  
*February 17, 2015*

City of Dripping Springs  
Historic Districts  
Design & Development Standards

City Council Approval- 2/17/15

Character	All Districts 	Mercer Street 	Old Fitzhugh Road 	Hays Street 
Vision	<ul style="list-style-type: none"> <li>Preserve &amp; Enhance Historic Character &amp; Resources / Town Heritage</li> <li>Encourage Revitalization</li> <li>Foster &amp; Ensure Complementary New Uses</li> </ul>	<ul style="list-style-type: none"> <li>Historic Main Street</li> <li>Foster a Community Focal Point</li> <li>Preserve Historic Resources- Rehab &amp; Adaptive Re-Use</li> <li>Promote Revitalization</li> </ul>	<ul style="list-style-type: none"> <li>Historic Small Farmsteads</li> <li>Eclectic Revitalization- new/old</li> <li>Adaptive Re-Use / Appropriate Rehab Mixed Use</li> <li>Historic Renovation &amp; Landscape Preservation</li> </ul>	<ul style="list-style-type: none"> <li>Historic Remnant Neighborhood</li> <li>Neighborhood Preservation</li> <li>Adaptive Re-Use / Sensitive Infill</li> <li>Landscape / Streetscape / Tree Preservation</li> </ul>
Design Principles / Guidelines & Regulations	<ul style="list-style-type: none"> <li>Per Implementation Manual / COA (existing criteria &amp; requirements)</li> <li>Provide Alternative Design (a new provision, route &amp; process)</li> <li>Create Consistency w/ Exterior Design Ordinance (new provisions)</li> </ul>	<ul style="list-style-type: none"> <li>Protect Historic Pedestrian Scale &amp; Main Street Character</li> <li>Promote Walkable Scale &amp; Sidewalk Activity Zones</li> <li>Provide Pedestrian Shading Devices @ Sidewalk Frontage</li> <li>New Construction shall be compatible with surroundings</li> </ul>	<ul style="list-style-type: none"> <li>Protect Historic Farmstead Scale &amp; Character</li> <li>Promote Rustic Look/Feel of OFR, with Gathering Spaces / Patios / Decks / Courtyards / Gardens @ Rear of Properties</li> <li>New Construction shall be compatible with surroundings</li> </ul>	<ul style="list-style-type: none"> <li>Protect Historic Neighborhood Scale &amp; Character</li> <li>Allow Small-scale Rehabilitation @ Existing Historic Dwellings</li> <li>Allow Context-Sensitive Infill @ Vacant Properties &amp; Hwy 290</li> <li>New Construction shall be compatible with surroundings</li> </ul>
Preferred Uses	<ul style="list-style-type: none"> <li>Zoning Review- Verify Consistency w/HO or Identify / Use Change (new requirement)</li> </ul>	<ul style="list-style-type: none"> <li>Pedestrian-Oriented</li> <li>Family-Friendly uses / activities</li> <li>Full Mix of Uses allowed</li> </ul>	<ul style="list-style-type: none"> <li>Mixed-Use Rehab- OFR</li> <li>Retail / Commercial – RR 12</li> <li>Residential Rehab or Infill</li> </ul>	<ul style="list-style-type: none"> <li>Residential Rehab/Infill Hays St.</li> <li>Retail / Commercial Mixed-Use- Hwy 290</li> </ul>
Site Planning & Building Placement	<ul style="list-style-type: none"> <li>Site Plan Concept Review (new requirement)</li> </ul>	<ul style="list-style-type: none"> <li>"Build-To" Mercer St. Frontage 0' setback</li> <li>Sides: 0' setback</li> <li>Rear: 10' setback</li> </ul>	<ul style="list-style-type: none"> <li>Site Buildings within Existing Trees &amp; Landscape Features</li> <li>Front / Rear: 10' setback</li> <li>Sides: 5' setback</li> </ul>	<ul style="list-style-type: none"> <li>Site Buildings Facing Local Streets &amp; Hwy 290</li> <li>Front / Rear: 10' setback</li> <li>Sides: 5' setback</li> </ul>
Parking Arrangement	<ul style="list-style-type: none"> <li>Site Plan Concept Review- (new requirement)</li> </ul>	<ul style="list-style-type: none"> <li>Street Parking</li> <li>Onsite Lots in Rear</li> <li>Offsite Remote Lots</li> </ul>	<ul style="list-style-type: none"> <li>Onsite Lots @ Rear of Property</li> <li>Off Street Spaces @ Fronts (limited &amp; must protect trees)</li> </ul>	<ul style="list-style-type: none"> <li>Residential Garages</li> <li>Onsite Lots @ Rear of Property</li> <li>Small Lots @ Side Yards</li> </ul>
Building Footprint Massing / Scale	<ul style="list-style-type: none"> <li>Site Plan Concept Review</li> <li>COA / Architectural Review (new requirement)</li> <li>Provide Alternative Design (new provision &amp; process)</li> </ul>	<ul style="list-style-type: none"> <li>10,000 sf max contiguous footprint</li> <li>2,500 sf max massing increments</li> <li>2 Sty to 2-1/2 Sty Height Limit</li> </ul>	<ul style="list-style-type: none"> <li>5,000 sf max contiguous footprint</li> <li>2,500 sf max massing increments</li> <li>2 Sty to 2-1/2 Sty Height Limit</li> </ul>	<ul style="list-style-type: none"> <li>5,000 sf max contiguous footprint</li> <li>3,500 sf max massing increments</li> <li>1-1/2 Sty to 2 Sty Height Limit</li> </ul>
Street Frontage	<ul style="list-style-type: none"> <li>COA / Architectural Review (new requirement)</li> </ul>	<ul style="list-style-type: none"> <li>40' max storefront width or</li> <li>40' max. articulation increments</li> </ul>	<ul style="list-style-type: none"> <li>45' max; 60' max @ RR 12</li> <li>45' max. articulation increments</li> </ul>	<ul style="list-style-type: none"> <li>40' max; 60' max @ Hwy 290</li> <li>40' max. articulation increments</li> </ul>
Porches	<ul style="list-style-type: none"> <li>COA / Architectural Review (new requirement)</li> </ul>	<ul style="list-style-type: none"> <li>Porches / Awnings @ Street across min. 50% of frontage</li> </ul>	<ul style="list-style-type: none"> <li>Front Porches / Awnings @ Entries- min. 50% of frontage</li> </ul>	<ul style="list-style-type: none"> <li>Front Porches / Awnings @ Entries- min. 50% of frontage</li> </ul>
Roofs	<ul style="list-style-type: none"> <li>COA / Architectural Review (revised requirements)</li> </ul>	<ul style="list-style-type: none"> <li>Flat Parapets or Sloped Metal Roofs (Standing Seam or other approved type &amp; finish)</li> </ul>	<ul style="list-style-type: none"> <li>Sloped Metal Roofs, or 30-yr. Composition Shingles (Must be of an approved type &amp; finish)</li> </ul>	<ul style="list-style-type: none"> <li>Sloped Metal Roofs, or 30-yr. Composition Shingles (Must be of an approved type &amp; finish)</li> </ul>
Materials	<ul style="list-style-type: none"> <li>COA / Architectural Review (revised requirements)</li> </ul>	<ul style="list-style-type: none"> <li>Maintain Historic Native Stone or Wood all walls- 75% net sf.</li> <li>Wood Porch Structures &amp; Trim</li> </ul>	<ul style="list-style-type: none"> <li>Maintain Historic Native Stone or Wood all walls- 75% net sf.</li> <li>Wood Porch Structures &amp; Trim</li> </ul>	<ul style="list-style-type: none"> <li>Maintain Historic Native Stone or Wood all walls- 75% net area sf.</li> <li>Wood Porch Structures &amp; Trim</li> </ul>
Color Palette	<ul style="list-style-type: none"> <li>COA Review (revised requirements)</li> </ul>	<ul style="list-style-type: none"> <li>Muted, rustic Earth Tone Hues</li> <li>Entry Doors- full range of hues</li> </ul>	<ul style="list-style-type: none"> <li>Full Range of Hues allowed- Color Palettes to be approved</li> </ul>	<ul style="list-style-type: none"> <li>Muted, rustic Earth Tone Hues</li> <li>Entry Doors- full range of hues</li> </ul>
Tree Preservation	<ul style="list-style-type: none"> <li>Tree Replacement Ord.</li> <li>Site Plan Review (new req'mt)</li> </ul>	<ul style="list-style-type: none"> <li>Replace Trees over 8"</li> <li>Preserve Heritage Trees 24" +</li> </ul>	<ul style="list-style-type: none"> <li>Replace Trees over 8"</li> <li>Preserve Heritage Trees 24" +</li> </ul>	<ul style="list-style-type: none"> <li>Replace Trees over 8"</li> <li>Preserve Heritage Trees 24" +</li> </ul>
Landscape Features	<ul style="list-style-type: none"> <li>Site Plan Concept Review</li> <li>COA / Design Review (new)</li> </ul>	<ul style="list-style-type: none"> <li>Preserve Historic Walls, Gates, Fences, Outbuildings, Cisterns, and notable landscape features</li> </ul>	<ul style="list-style-type: none"> <li>Preserve Historic Walls, Gates, Fences, Outbuildings, Cisterns, and notable landscape features</li> </ul>	<ul style="list-style-type: none"> <li>Preserve Historic Walls, Gates, Fences, Outbuildings, Cisterns, and notable landscape features</li> </ul>

**APPENDIX E: ZONING USE REGULATIONS (CHARTS)**

**Use Chart**

Adopted February 17, 2015

Permitted Uses “P”

Conditional Uses “C”

	Residential Uses						Nonresidential Uses								
<b>AGRICULTURE</b>	<b>AG</b>	<b>SF-1</b>	<b>SF-2</b>	<b>SF-4</b>	<b>SF-5</b>	<b>MF-1</b>	<b>O</b>	<b>LR</b>	<b>GR</b>	<b>CS</b>	<b>HO</b>	<b>I</b>	<b>GUI</b>	<b>PR</b>	<b>PP</b>
Bulk Grain and/or Feed Storage	P										X	P			
Farms, General (Crops), Commercial	P	C	C								X				
Greenhouse (Non-Retail)	P	P	P	P							P				
Livestock Sales	P										X				
Orchard/Crop Propagation	P	P	C	C	C	C	C	C	C	C	P	C			
Plant Nursery (Commercial)	P								P	P	X	C			
Small Scale Farm	P	C	C			C	C	C	C	C	P				
Stable, Commercial	P	C									X				
Stables (Private, accessory use)	P	C	C								P				
Stables (Private, principal use)	P	C									X				
Garden (Non-Retail)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farm Animals (Exempt - FFA, 4H)	P	C	C	C	C	C	C	C	C	C	P	C			
Farm Animals (Non-Exempt)	P	C	C	C	C	C	C	C	C	C	P	C			

(Ordinance 1220.99 adopted 2/17/15)

	Residential Uses						Nonresidential Uses								
<b>RESIDENTIAL</b>	<b>AG</b>	<b>SF-1</b>	<b>SF-2</b>	<b>SF-4</b>	<b>SF-5</b>	<b>MF-1</b>	<b>O</b>	<b>LR</b>	<b>GR</b>	<b>CS</b>	<b>HO</b>	<b>I</b>	<b>GUI</b>	<b>PR</b>	<b>PP</b>
Accessory Bldg/Structure (Nonresidential)							P	P	P	P	P	P			
Accessory Bldg/Structure (Residential)	P	P	P	P	P	P					P				



Accessory Dwelling	P	C	C							P		P	Item # 20.
Caretaker's/Guard Residence	P	P	P							P			
Community or Group Home	C	C	C	C	C					P			
Duplex/Two-Family				P	P	P	P	P	P	P			
Garage Residential Conversion	P	P	C	C						P			
Garden Home/Townhome					P	P	P	P	P	P			
Home Occupation	P	P	P	P	P	P	P	P	P	P			
HUD-Code Manufactured Home	C			C	C	C				X			
Living Quarters on Site with a Business							P	P	P	P			
Multiple-Family Dwelling						P	P	P	P	P			
Residential Loft							P	P	P	P			
Rooming/Boarding House						P		P		P			
Single-Family Dwelling, Detached	P	P	P	P	P	P				P			
Single-Family Industrialized Housing	P	P	P	P	P	P				P			
Swimming Pool, Private	P	P	P	P	P	P	P	P	P	P			

(Ordinance 1220.99 adopted 2/17/15; Ordinance 2019-44 adopted 12/10/19)

OFFICE	Residential Uses						Nonresidential Uses								
	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	PP
Armed Services Recruiting Center							P	P	P	P	P				
Bank										C	X				
Check Cashing Service								P	P	P	X				
Credit Agency							P	P	P	P	X				
Insurance Agency Offices							P	P	P	P	P				
Offices, General/Professional							P	P	P	P	P				
Office, Brokerage							P	P	P	P	P				



Facility																		Item # 20.
Bicycle Sales and Repair								P	P	P	P							
Book Store								P	P	P	P							
Building Materials Sales									C	P	X							
Cabinet/Counter/ Woodworking Shop (Custom) Retail										C	X	P						
Cabinet/Counter/ Woodworking Shop (Manufacturing) Wholesale											X	P						
Cafeteria							C	C	P	P	P							
Communication Equipment Repair										P	X							
Computer Sales								P	P	P	P							
Consignment Shop								P	P	P	P							
Convenience Store (With Gas Sales)									P	P	X							
Convenience Store (Without Gas Sales)								C	P	P	P							
Cooking School								P	P	P	P							
Dance/Drama/Music Studio or School								P	P	P	P							
Department Store									P	P	P							
Drapery, Blind Upholstery Store								P	P	P	P							
Exterminator Services										P	X							
Financial Services								P	P	P	P							
Florist Shop								P	P	P	P							
Food or Grocery Store (General)									P	P	P							
Food or Grocery Store (Limited)								P	P	P	P							
Funeral Home or Mortuary										P	X							
Furniture Store (New and/or Used)								P	P	P	X							

Garden Shop (Inside Storage)								P	P	P	P							Item # 20.
General or Community Retail Store									P	P	P							
Gravestone/Tombstone Sales										P	X							
Hardware Store								P	P	P	P							
Home Improvement Center									P	P	X							
Laundry/Dry Cleaning										P	X							
Lawnmower Sales & Repair									P	P	X							
Live-in Security Quarters							P	P	P	P	P							
Locksmith								P	P	P	X							
Major Appliance Sales									P	P	X							
Market (Public)								P	P	P	P							
Mini-Warehouse - Self Storage										C	X							
Mobile food vendor - 10 days or less							P	P	P	P	P	P	P	P	P	P	P	P
Mobile food vendor - longer than 10 days							C	C	C	C	C	C	C	C	C	C	C	C
Mobile food vendor court							C	C	C	C	C	C	C	C	C	C	C	C
Motorcycle Dealer (Sales, Repair)									P	P	X							
Motel or Hotel									P	P	P							
Needlework Shop								P	P	P	P							
Pet Shop/Supplies								P	P	P	P							
Pharmacy								P	P	P	P							
Photocopying/Duplicating								P	P	P	P							
Photography Studio								P	P	P	P							
Plant Nursery (Retail Sales, Outdoors)									P	P	X							
Radio or Television Studio									P	P	X							

Recycling Center										C	X	P				Item # 20.
Restaurant (No Drive-Through Service)								P	P	P	P					
Restaurant (With Drive-Through)									P	P	X					
Security Systems Installation Company									C	P	X					
Sexually Oriented Business										C	X	C				
Shoe Repair								P	P	P	P					
Studio, Tattoo or Body Piercing								C	C	C	P					
Tailor Shop								P	P	P	P					
Tool & Machinery Rental (Indoor Storage)								P	P	P	X					
Tool & Machinery Rental (Outdoor Storage)										P	X					
Travel Agency							P	P	P	P	P					
Temporary Outdoor Sales/Promotion							C	P	P	P	P					
Upholstery Shop									P	P	P					
Used Merchandise/ Furniture								P	P	P	P					
Vacuum Cleaner Sales & Repair								P	P	P	X					
Veterinarian Clinic (Indoor Kennels)								P	P	P	P					
Woodworking Shop (Ornamental, Handmade)								P	P	P	P					

\* Permitted in HO District per requirements of [Chapter 30, Article 30.05](#): Mobile Food Vendors.

(Ordinance 1220.99 adopted 2/17/15; Ordinance 1220.149 adopted 11/14/17; Ordinance 2018-09 adopted 4/10/18)

	Residential Uses						Nonresidential Uses								
TRANSPORTATION & AUTO SERVICES	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	PP
Antique Vehicle Restoration										P	X				
Auto Body Repair										P	X				
Auto Financing &								P	P	P	X				





Assisted Living Facility						C		C	C	C	P			Item # 20.	
Broadcast Tower (Commercial)												C			
Cemetery or Mausoleum	C												P		
Child Day-Care Facility	C	C	C	C	C	C	C	P	P	P	P				
Church, Religious Assembly	P	P	P	P	P	P	P	P	P	P	P		P		
Civic Club							P	P	P	P	P				
Community Center (Municipal)											P		P		
Electrical Generating Plant												P	P		
Electrical Substation												P	P		
Emergency Care Clinic									P	P					
Fire Station	P	P	P	P	P	P	P	P	P	P			P		
Fraternal Lodge or Union							P	P	P	P	P				
Government Building (Mun, St, Fed)										P	P		P		
Group Day-Care Home	C	C	C	C	C	C	C	P	P	P					
Medical Clinic or Office							P	P	P	P	P				
Wireless Communications Tower	C	C	C			C	C	C	C	C		C			
Heliport												P			
Home for the Aged, Residential	C	C	C	C	C	C	C	C	C	P	P	P			
Hospice								C	P	P	P				
Hospital (Acute Care, General)							C	C	P	P					
Library							P	P	P	P	P		P		
Maternity Home							C	C	P	P	P				
Nursing/Convalescent Home							C	C	P	P					
Orphanage						C	C	C	P	P	P				
Philanthropic Organization							P	P	P	P	P				



Post Office	P	P	P	P	P	P	P	P	P	P	P		P	Item # 20.
Radio, Television, Microwave Tower									C	C		C		
School, K Through 12 (public or private)	P	P	P	P	P	P	P	P	P	P	P		P	
Sewage Pumping Station	C	C	C	C	C	C	C	C	C	C	P	P	P	
Telephone Switching/ Exchange Bldg.							C	C	C	P	P		P	
Wastewater Treatment Plant	C	C	C	C	C	C	C	C	C	C		C	P	
Water Supply (Elevated Storage Tank)	C	C	C	C	C	C	C	C	C	C	P	C	P	
Water Supply Facility (Private)	P	P	P	P	P	P		C	C	C		C	P	

	Residential Uses						Nonresidential Uses								
COMM. & WHOLESALE TRADE	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	PP
Book Bindery										P	P				
Feed & Grain Store									P	P					
Furniture Manufacture												P			
Heating & Air-Conditioning Sales/Service									P	P					
Pawnshop									C	C					
Propane Sales (Retail)										P					
Taxidermist										P					
Transfer Station/Refuse Pickup												P			
Veterinarian (Outdoor Kennels or Pens)	C									P					
Warehouse/Office										C		P			
Welding Shop										C		P			

	Residential Uses						Nonresidential Uses								
LIGHT	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO	I	GUI	PR	305

<b>INDUSTRIAL/MFG.</b>																					Item # 20.
Contractor's Office (No Outside Storage.								P	P	P	P	P									
Contractor's Office (with Outside Storage)										C			P								
Contractor's Temporary On-site Office	C	C	C	C	C	C	C	C	C	C	P	C									
Electronic Assembly											C		P								
Engine Repair or Manufacture														P							
Laboratory Equipment Manufacture														P							
Machine Shop														P							
Maintenance & Repair Services for Bldgs.												P									
Open Storage/Outside Storage	C											C		P							
Plumbing Shop											P	P									
Research Lab (Nonhazardous)											C	C		P							
Sand/Gravel/Stone Sales or Storage	C											C		P							
Sand/Gravel Quarrying														C							
Sign Manufacturing												C	P	P							
Stone/Clay/Glass Manufacturing												C		P							

(Ordinance 1220.99 adopted 2/17/15)



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

**Submitted By:** Laura Mueller, City Attorney

**Council Meeting Date:** September 8, 2020

**Agenda Item Wording:** **Discuss and consider approval of a Refund Request of Membership Fee for an individual at the Dripping Springs Ranch Park as requested by Paul Wolters.**

**Agenda Item Requestor:** Paul Wolters

**Summary/Background:** Mr. Wolters has requested a refund for the \$180 membership fee for use of DSRP Ranch Park. The membership is for his daughter. It started in June 2020 and he requested the refund on August 5, 2020. He has stated that he cannot use the student membership due to the training restrictions. The City recently updated its rules to only allow a trainer to train up to 2 students at a time and also has limitations due to COVID-19. The City currently does not have a policy to allow such refunds by staff, but city staff is working on this policy.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approve a prorated refund of the membership of \$150 to reflect 2 months of use prior to the refund request.

**Attachments:** Membership receipt and Wolters request.

**Next Steps/Schedule:** If approved, issue refund to Mr. Wolters. Then look at creating a policy for some refunds to be processed by city staff.

**From:** [Paul Wolters](#)  
**To:** [Kelly Schmidt](#); [Laura Mueller](#)  
**Cc:** [Andrea Cunningham](#)  
**Subject:** Re: Public Information Request  
**Date:** Wednesday, August 5, 2020 1:56:51 PM  
**Attachments:** [File\\_002.png](#)  
[File\\_001 \(1\).png](#)

---

I am concerned as this PIR does not contain the most recent membership agreement between myself and DSRP.

I'm attaching copies of my cancelled check 4214 which represents my current membership.

I would like to request a full refund of this \$180 as we are not able to use our student membership due to the training restrictions.

---

**PW**

*Paul Wolters*  
email: [paulwolters@yahoo.com](mailto:paulwolters@yahoo.com)  
mobile: 913.221.1749

On Wednesday, July 29, 2020, 08:35:19 AM CDT, Andrea Cunningham <[acunningham@cityofdrippingsprings.com](mailto:acunningham@cityofdrippingsprings.com)> wrote:

Good Morning Paul,

Attached are the documents responsive to your Public Information Request filed July 13, 2020. Please note that bank account/routing information on page 5 was redacted in accordance with the Public Information Act.

Thank you,

Andrea



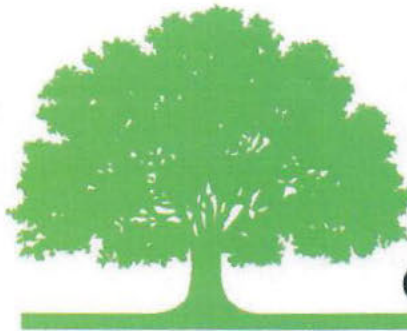


Dripping Springs Ranch Park and Event Center  
1042 Event Center Drive  
Dripping Springs, TX 78620  
Phone: (512) 858-2046  
FAX: --  
Email: parks@cityofdrippingsprings.com

Receipt #1000275.003

Jun 3, 2020 5:45 PM

WOLTERS  
AUSTIN, TX 78737



# PARKS & COMMUNITY

## CITY OF DRIPPING SPRINGS

Prepared By: 01  
Customer ID: 2609

Home phone: [REDACTED] Work phone: --

### Payment Summary

Check:	\$180.00	Check # 4214		
<b>Total Received:</b>	<b>\$180.00</b>		<b>Total Payments:</b>	<b>\$180.00</b>

### Transactions

Customer	Description	Item	Charge Description	Unit	Qty	Fee	Charge
[REDACTED] Wolters Austin, TX 78737 Home phone: [REDACTED] Email: [REDACTED] ID: 2609	DSRP - Individual Membership Action: Membership Renewal Expires: Jun 30, 2021 Pass # CODS0341: [REDACTED] Wolters	Membership Fee --		Each	1.00	\$180.00	\$180.00



Checklist:  Membership Rules

**Total Charges \$180.00**  
**Total Payments \$180.00**  
**Balance \$0**

### Farm Animal Waiver

TBD

Waiver Signed



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

**Submitted By:** Michelle Fischer, City Administrator

**Council Meeting Date:** September 8, 2020

**Agenda Item Wording:** Discuss and consider approval of a Donation Agreement between the City of Dripping Springs and the Dripping Springs Lions Club for the refurbishment of the Dripping Springs Monument

**Agenda Item Requestor:** Debbie Nemanich, Dripping Springs Lions Club Service Director

**Summary/Background:** The granite monument by the Dripping Springs located at the west end of the Mercer Street bridge was dedicated by the Dripping Springs Lions Club in 1980. The monument is located within the right of way owned by the City. The lettering has worn off and the inscription is no longer legible. The Lions Club has offered to refurbish the monument, including reletting the inscription. This requires a donation agreement. The volunteers plan to do the work in the next few months once it has cooled off a bit.

Local historian Carl Waits provided the City with the inscription, which reads:

“Where the Tonkawa once prowled the cool clear waters of the Edward

Aquifer burst forth along this brook milk house branch and drips musically

From the limestone over hang Circa 1850. The Moss, Wallace and Pound families

started a small settlement near this Dripping Springs. One of them Mrs Nannie

Moss named the community for the Dripping Springs. As the community grew it

became a stagecoach stop and an educational center with a post office being

established in 1857. An aborted effort to establish a military Academy in the

1880's evolved into a boarding school under the aegis of the Pedernales Baptist

Association. Also during this period the town was laid out with names for streets

that were bordered by flag stone side walks in 1854. With a past firmly rooted in

faith and sacrifice we face the future with confidence.”

The Lions Club members at the time are engraved on the sides of the monument.

(Mr. Waits noted that there are some inaccuracies in the inscription.)

**Recommended Council Actions:** Approve the donation agreement with the condition that the city’s Maintenance Director be kept up to date on the refurbishment and approve the methods and materials used to refurbish the monument.

**Attachments:** Donation Agreement and Form.

**Next Steps/Schedule:** Notify Lions Club of City Council action.



**DONATION AGREEMENT  
BETWEEN THE CITY OF DRIPPING SPRINGS &  
THE DRIPPING SPRINGS LIONS CLUB**

This Agreement by and between the **City of Dripping Springs**, Texas, (the “City”) and the **Dripping Springs Lions Club** (the “Donor”) providing for the requirements for and process of conveying and accepting donations to the City.

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

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

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

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

**WHEREAS**, the Donor wishes to refurbish a stone monument previously donated by the Dripping Springs Lions Club to the City; and

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

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

**A. Purpose**

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

**B. Type of Donation**

Donor agrees to provide labor and material to refurbish the stone monument donated by the Dripping Springs Lions Club as described in the Donation Form (*Attachment “A”*).

**C. Accounting for Donation**

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

**D. Tax-Deductible Contributions**

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

**E. Donation Completion**

- (1) By signing this Agreement Donor agrees to
  - a. Fully complete the Donation;
  - b. Complete the Donation within the timeframe specified in *Attachment “A”*.
  - c. Fund the cost of completing the Donation and refund the City any amount of funds it has lost or expended in expectation of timely compliance of the Donation if a project is not timely completed; and
  - d. Provide documentation specifically listing all gifts that the Donation will include; and;
  - e. Relieve the City from any and all responsibility for estimating or calculating the value of the Donation received.
- (2) If the City has received the Donation Form and a signed copy of this Agreement, the City agrees to release any and all documents certifying the Donation upon completion of the Donation.

**F. Contact Information**

The primary point of contact under this Agreement shall be:

**For the City:**

City Administrator: Michelle Fischer  
 P.O. Box 384  
 Dripping Springs, TX 78620  
 (512) 858-4725  
[mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com)

**For the Donor:**

Service Chair: Denise Nemanich  
 P.O. Box 53  
 Dripping Springs, TX 78620  
 (815)-603-8124  
[denisenemanich@hotmail.com](mailto:denisenemanich@hotmail.com)

**G. Term**

This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

**H. Termination**

Either Party may terminate the agreement at hand, for any reason, with 30 days written notice to the other Party.

**I. Indemnification**

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

**J. Governing Law**

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

**K. Entire Agreement**

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

**L. Amendments**

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

**M. Severability**

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

**N. Third Party**

Except as herein specifically and expressly provided, the terms and provisions of this Agreement are for the sole benefit of the City and Donor, and no third party whatsoever is intended to benefit herefrom.

**O. Authorization**

The City represents and warrants to, and covenants with Donor that:

- (1) The execution, delivery and performance of this Agreement by the executing officer have been duly authorized. This Agreement has been duly and validly executed and delivered by the executing officer on behalf of the City, and constitutes a valid and binding obligation, enforceable against the City in accordance with its terms.
- (2) No consent or approval of any third party, including, without limitation, any governmental authority, is required in connection with the execution, delivery or performance of this Agreement. The execution and delivery of this Agreement, and the performance of the obligations and consummation of the transactions contemplated herein do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any contract, indenture, mortgage, loan agreement, lease, joint

venture or other agreement or instrument to which the City is a party or by which the City or any of its respective properties are bound, or result in any violation by it of any law, order, rule or regulation of any court or governmental agency or body. The City is not in material violation of any law, ordinance, governmental rule or regulation or court decree to which it may be subject, nor has it failed to obtain and maintain in full force and effect any license, permit, certificate, franchise or other governmental authorization necessary to the ownership of its respective property or to the conduct of its operations under this Agreement.

Executed this, the \_\_\_\_ day of \_\_\_\_\_ 2020.

**City of Dripping Springs:**

**Donor:**

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

by \_\_\_\_\_  
Doug Marsh, President

**ATTEST:**

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

by \_\_\_\_\_  
Denise Nemanich, member

Attachment A

City of Dripping Springs  
Donation Form

Date Form Completed: 8/31/20  
Name of Donor: Lions Club  
Address of Donor: P.O. Box 53, Dripping Springs, TX 78620  
Name of Donor's Representative (if different than Donor): Denise Nemanich, Service Chair  
Phone Number of Donor: 815-603-8124  
Email Address of Donor: denisenemanich@hotmail.com

Project for which Donation is made: Refurbishing Stone Monument that was donated by the lions

Is this a Donation of: Labor/In-Kind Services? Cash? Materials?  
Other? \_\_\_\_\_

State the estimated completion date of project: Prior to end of year

Description of Donation: Refurbish sign

Actual or Approximate Value of Donation (including cost of materials and time):  
Materials less than \$100, 2 man days of labor

Method value was determined (e.g., actual, retail/wholesale, appraisal, fair market value, other): Retail

Printed Name of Donor's Authorized Signee: Dripping Springs Lions Club Denise Nemanich  
Title of Authorized Signee: Service Chair  
Signature of Authorized Signee: [Handwritten Signature]  
Date Signed: 8/31/20

City Use Only:  
Donation Agreement Required: \_\_\_ Yes \_\_\_ No  
City Administrator Approval: \_\_\_ Yes \_\_\_ No  
Commission/Board Approval: \_\_\_ Yes \_\_\_ No  
City Council Approval: \_\_\_ Yes \_\_\_ No  
ACCEPTED ON BEHALF OF THE CITY: \_\_\_/\_\_\_/\_\_\_  
by: \_\_\_\_\_



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

**Submitted By:** Michelle Fischer, City Administrator

**Council Meeting Date:** September 8, 2020

**Agenda Item Wording:** **Discuss and consider approval of a License Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for Holiday Decorations.**

**Agenda Item Requestor:** Pam Owens, President, Dripping Springs Visitors Bureau

**Summary/Background:** The Dripping Springs Visitors Bureau requests permission to display holiday decorations in the Mercer Street area and the City Hall lot similar to last year. The License Agreement will allow the Visitors Bureau the right to enter upon the licensed property to install, mount, maintain, and take down holiday decorations and lights. The license property includes:

- (a) Both areas around entrance signs to Mercer Street Historic District;
- (b) Corner at Mercer Street in front of 330 Mercer Street;
- (c) Flower bed in front of Grant property at 300 Mercer Street;
- (d) Large Oak Tree adjacent to Mazama Coffee at 301 Mercer Street;
- (e) Giving Tree wall at the corner of Mercer Street and North Bluff Street;
- (f) Dripping Springs Visitors Bureau and Dripping Springs Chamber of Commerce offices located at 509 Mercer Street;
- (g) Corner at Mercer Street and North San Marcos Street near Wells Fargo Bank; and
- (h) East side of the Old Fitzhugh Road right-of-way, north of Mercer Street [added this year in order to install lights on the oak trees in this location].

The Visitors Bureau has requested City Staff assistance in installing the photo op decorations by the heritage oak in front of Mazama.

The License Agreement includes a \$5,000.00 matching donation from the city for the purchase and installation of the decorations. The city will match donations to the Visitors Bureau for the lighting program up to \$5,000. The funds will come from the General Fund's Miscellaneous Expense line item.

**Recommended Council Actions:** Approve the License Agreement.

**Attachments:** License Agreement

**Next Steps/Schedule:** Notify Visitors Bureau of City Council action; if approved, execute agreement and authorize payment of donation.

## LICENSE AGREEMENT

This License Agreement (this “License”) is made by and between the City of Dripping Springs, a Type A General Law city (“Licensor”), and Dripping Springs Visitors Bureau, a Texas non-profit corporation (“Licensee”), effective as of the date set forth on the signature page hereto.

**WHEREAS**, that certain property more particularly described below (the “Property”) is public property owned and maintained by Licensor; and

**WHEREAS**, as a public service, for the benefit and improvement of the community, Licensee intends to display holiday decorations and lights; and

**WHEREAS**, subject to the terms and conditions of this agreement, the City hereby grants Licensee a revocable exclusive license to display holiday decorations and lights at the locations described below; and

**WHEREAS**, the Licensor finds that it is the best interest of the City and its residents to display holiday decorations and lights;

**WHEREAS**, the City finds that the placement of decorations and the use of funds in the City’s downtown area and City facilities serves a public purpose;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **License.** Licensee shall have the right to enter upon the Licensed Property including City Property and right-of-way to install, mount, maintain, and take down holiday decorations and lights and for all purposes related thereto. Licensed property is:
  - (a) Both areas around entrance signs to Mercer Street Historic District;
  - (b) Corner at Mercer Street in front of 330 Mercer Street;
  - (c) Flower bed in front of Grant property at 300 Mercer Street;
  - (d) Large Oak Tree adjacent to Mazama Coffee at 301 Mercer Street;
  - (e) Giving Tree wall at the corner of Mercer Street and North Bluff Street;
  - (f) Dripping Springs Visitors Bureau and Dripping Springs Chamber of Commerce offices located at 509 Mercer Street;
  - (g) Corner at Mercer Street and North San Marcos Street near Wells Fargo Bank; and
  - (h) East side of the Old Fitzhugh Road right-of-way, north of Mercer Street.
  
2. **Licensor.** Shall provide:
  - (a) A City agrees to match up to five thousand dollars (\$5,000) of funds donated to or used by the Visitors Bureau for the projected, City “donated funds” to the Visitors Bureau Lighting Program to be used for lighting and decorations as listed in Section 1 above; and
  - (b) City Staff assistance under the direction of the City Administrator or the Administrator’s designee for the photo opportunity on Mercer Street.



3. **Decorations.** Decorations include lighted holiday structures including deer, a tree, wreaths, snowmen, string lights, and a sign thanking donors. Additional decorations may be allowed contingent on the approval of the City Administrator
4. **Duration.** Decorations may be on City Property until January 7, 2021.
5. **Consideration.** In consideration for this License, Licensee agrees to install the holiday decorations and lights in a good and workmanlike manner.
6. **Assignment.** Licensee shall not assign this License to any third party without the express written consent of Licensor, such consent not to be unreasonably withheld. This License shall bind and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns.
7. **Licensee's Duties.**
  - (a) **Compliance with City Code.** Decorations shall be done to City Standards. All decorating shall be done in a safe and workmanlike manner and shall not interfere with the use of the city right-of-way or city property.
  - (b) **Coordination with City.** Decorations shall be placed with supervision of City Staff if requested by Licensor. Licensee shall give Licensor at least twenty-four (24) hours' notice before placing any decorations or lights.
  - (c) **Use of Donated Funds.** Licensee agrees to use the donated funds as listed above only in the manner described in this Agreement and to provide all information, receipts, and records related to the expenditure of the funds upon request of the City.
  - (d) **Inspection.** The Licensee shall allow for inspection by the Licensor at any time.
8. **Licensor's Duties.**
  - (a) Licensor shall provide an adequate site for the decorations as outlined above.
  - (b) Licensor shall allow decorations requiring electricity to use Licensor's electricity supply at no cost to Licensee.
9. **Licensor's Rights.** The Licensee's right to use the Licensed Property as provided in this Agreement is expressly subject and subordinate to the present and future right of the Licensor to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets, and related appurtenances on, beneath, or above the Licensed Property. The Licensor shall take reasonable measures to prevent damage to the decorations.
10. **Contingency.** This Agreement is contingent on the Licensee putting up and taking down the holiday decorations and lights without damaging Licensed Property.

- 11. **Termination.** Either party may terminate this Agreement with seven (7) days' notice for any reason.
- 12. **Indemnity.** Licensee shall hold harmless, defend and indemnify Licensor against any suits, liabilities, claims, demands or damages, including without limitation personal injuries and attorneys' fees, arising from Licensee's exercise of the License. The Licensor shall not be responsible for any damages to the holiday decorations.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement effective as of the \_\_\_ day of \_\_\_\_\_, 2020.

**LICENSOR**  
*City of Dripping Springs*

**LICENSEE**  
*Dripping Springs Visitors Bureau*

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

\_\_\_\_\_  
Pam Owens, President & CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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

**DESTINATION DRIPPING SPRINGS**

# Annual Holiday Light Campaign

DONATE

**\$20**

or more!



**BUY A LIGHT!**

**LIGHT UP HISTORIC**

**MERCER STREET**



**DONATE  
ONLINE**

**DESTINATIONDRIPPINGSPRINGS.COM/HOLIDAYS**



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

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**Submitted By:** Maggie Martin, Events and Programs Specialist

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**Council Meeting Date:** September 8, 2020

**Agenda Item Wording:** **Discuss and consider approval of a Facilities Use Agreement between the City of Dripping Springs and Dripping Springs Lions Club regarding Co-sponsorship of Christmas on Mercer.**

**Agenda Item Requestor:** Maggie Martin

---

**Summary/Background:** Christmas on Mercer is a City co-sponsored event that takes place each year on downtown Mercer Street on December 5<sup>th</sup>, 2020. As part of the event, the City and Lions Club request use of Old Fitzhugh Road, Mercer Street, and the use of 'The Triangle'. The City and Lions Club have agreed to comply with any COVID related regulations therefore, the event will be scaled back significantly.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approval of the Facility Use Agreement

**Attachments:** Agreement

**Next Steps/Schedule:** If approved, execute the Agreement as intended. Work on the parking lot agreement signatories.

**FACILITIES USE AGREEMENT**

This Christmas on Mercer Agreement ("Agreement") is made and entered into for the year 2020 by and between the CITY OF DRIPPING SPRINGS, TEXAS, a general law municipality ("CITY"), and the DRIPPING SPRINGS LIONS CLUB, a Texas nonprofit corporation ("LIONS CLUB"). In this Agreement, the CITY, and LIONS CLUB are sometimes individually referred to as a "Party", and collectively referred to as the "Parties".

**RECITALS:**

**WHEREAS,** each year the event named, Christmas on Mercer ("Christmas on Mercer"), is held in the City of Dripping Springs, Hays County, Texas; and

**WHEREAS,** CITY maintains the road, or streets known as Mercer Street and Old Fitzhugh Road, in the City (the "Streets"); and

**WHEREAS,** LIONS CLUB desires to participate in Christmas on Mercer, and to use the Streets for festival activities; and

**WHEREAS,** CITY and LIONS CLUB desire to participate and serve as sponsors to the events of Christmas on Mercer; and

**WHEREAS,** subject to the terms and conditions hereinafter stated, CITY agrees to allow LIONS CLUB to participate in Christmas on Mercer and use the Streets; and

**WHEREAS,** the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations.

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

**ARTICLE I. RECITALS**

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

**ARTICLE II. DEFINITIONS**

**2.01 Agreement** means this binding legal contract between the Parties. The Agreement includes any exhibits, addenda, and/or amendments. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (a) This Agreement;
- (b) Exhibits.

**2.02 City** means the City of Dripping Springs, an incorporated municipality in Hays County, Texas.

**2.03 Effective Date** means the date upon which the binding signatures of all Parties to this Agreement are affixed.

**2.04 Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States, the State of Texas, Hays County, or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability.

**2.05 Lions Club** means the Dripping Springs Lions Club, a Texas nonprofit corporation.

**2.06 Triangle** means the city owned property bordered by Highway 290, East Mercer Street, and Ranch Road 12.

**2.07** Certain other capitalized terms have the meanings given in the Recitals or section of this Agreement where first used.

### ARTICLE III. TERM

**3.01** This Agreement shall be effective on the Effective Date, and shall remain in full force and effect until thirty (30) days after the event date, December 5, 2020.

### ARTICLE IV. OBLIGATIONS

#### 4.01 Obligations of CITY.

- (a) CITY agrees to allow LIONS CLUB the use of the CITY Streets for Christmas on Mercer activities.
- (b) CITY agrees to allow LIONS CLUB the use of the CITY Streets beginning on December 5, 2020 6:30 a.m., and remain on the premises until December 5, 2020, midnight.
- (c) CITY agrees to a partial street closure of Mercer Street from the intersection with US Highway 290 to the Mercer Street Bridge and a portion of Old Fitzhugh Road from Mercer Street to the driveway of the Stephenson Building at 101 Old Fitzhugh Road, beginning at 6:30 a.m., on the day of the event until 9:30 p.m., in accordance with the CITY's Traffic Control Plan.
- (d) CITY agrees to draft and publish public notices in the local newspaper regarding the road closures.
- (e) CITY agrees to draft and distribute public notice to the affected property owners in the

area prior to the events.

- (f) CITY agrees to prepare a minimum of two (2) press releases and community events postings to be released prior to the events and after the events as necessary.
- (g) CITY agrees to host and manage a section on the CITY's website for vendor applications, event schedules, sponsorship forms and information.
- (h) CITY agrees to assist in the solicitation of sponsorships for the event.
- (i) CITY shall review and approve all advertising related to the event prior to its placement, or printing.
- (j) The CITY confirms that it has obtained insurance through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its streets and public areas. Such insurance shall be made available to LIONS CLUB as a participant in the Christmas on Mercer events to the extent allowed by the policy and state law.
- (k) CITY agrees to provide and install road barricades, and t, as provided in Section 4.02, in areas in compliance with the CITY's Traffic Control Plan.
- (l) CITY agrees to provide Hays County Sheriffs deputies, at the CITY's expense, to guard and patrol the event areas, as necessary. The hours and number of deputies shall be determined by CITY staff.
- (m) CITY agrees to coordinate the attendance of Emergency Services personnel and Fire Department personnel for the event as well as provide an Incident Emergency Plan.
- (n) CITY agrees to allow Christmas holiday decorations, including a Christmas tree, to be erected by the PARTIES on the Triangle without permits or licenses from CITY.
- (o) CITY agrees to provide, or provide for the placement of, lights and light decorations for the Triangle that are the same or similar as those provided by the City during the 2019 event.
- (p) CITY agrees to set up the Christmas Tree at the Triangle on or before November 30, 2020.
- (q) CITY shall transport and erect barricades in compliance with the CITY's Traffic Control Plan at the direction of the CITY's Road Inspector
- (r) CITY agrees to provide trash cans for the event, at the CITY's expense, for the collection and disposal of municipal solid waste generated at the event.
- (s) CITY agrees to allow LIONS CLUB to store Christmas Tree in City Storage with the following conditions: Storage space may not exceed 240 square feet, the LIONS CLUB may access storage area only when accompanied by a CITY employee, the CITY is not

- responsible for any damage or loss of LIONS CLUB property.
- (t) CITY shall provide a roll-off dumpster for all trash accumulated during the event. Any necessary fees or payments for the dumpster and disposal of trash, if any, shall be paid by LIONS CLUB.
  - (u) CITY shall provide an area and time for the Cub Scouts to perform a Flag Retirement Ceremony.

#### **4.02 Obligations of LIONS CLUB.**

- (a) LIONS CLUB agrees to review and comply with all rules and regulations adopted by CITY regarding Christmas on Mercer.
- (b) LIONS CLUB shall take reasonable steps to ensure that waste is not performed upon the CITY's Property, and that any damage to the grounds is limited to reasonable wear and tear. Any destruction, damage or injury to CITY's property during the LIONS CLUB's use of the CITY's Property shall be repaired by the LIONS CLUB.
- (c) LIONS CLUB is obligated to remove and properly dispose of all litter, trash and refuse on the CITY's Property as a result of the event.
- (d) LIONS CLUB shall provide a Christmas tree at the Triangle and decorate the tree.
- (e) LIONS CLUB shall coordinate the tree lighting ceremony for the event.
- (f) LIONS CLUB may sell food, and coordinate other food vendor booths for the event.
- (g) LIONS CLUB shall ensure that all food vendors obtain the required permit(s) from the CITY.
- (h) LIONS CLUB shall produce and erect all sponsorship signage required. All signage shall be removed no later than twenty four (24) hours after the conclusion of the event.
- (i) LIONS CLUB shall provide CITY with advertisements for approval and review prior to placement or printing.
- (j) LIONS CLUB and CITY shall jointly produce and erect all advertisements related to Christmas on Mercer. All signage shall be removed no later than twenty four (24) hours after the conclusion of the event.
- (k) LIONS CLUB agrees to provide any such miscellaneous supplies as are deemed necessary for the event.
- (l) LIONS CLUB shall sell merchandise and coordinate merchandise vendor booths.



- (m) LIONS CLUB shall provide the CITY with twenty-five (25%) percent of the proceeds earned from merchandise vendor booth fees during the event. Such payment shall be made by LIONS CLUB to CITY no later than ten (10) days after the event in the form of a check, or money order.
- (n) LIONS CLUB shall pay the CITY twenty-five (25%) percent of the proceeds earned from food vendor booth fees during the event. Such payment shall be made no later than ten (10) days after the event and paid to the CITY in the form of a check, or money order.
- (o) CITY agrees to provide electricity for the event at CITY's expense. The LIONS CLUB agrees to remit to the CITY the electric fee charged to vendors (if any) to reimburse the CITY. Such payment shall be made by LIONS CLUB to CITY no later than thirty (30) days after the event in the form of a check, or money order.
- (p) LIONS CLUB shall contract for and coordinate the, Pony Rides, and Trackless Train Rides if such activities are allowed by the City.
- (q) LIONS CLUB is expressly authorized to enter into its arrangements with specific photographers to provide exclusive services for certain activities related to the event, such as photographs with a Santa Claus figure.
- (r) LIONS CLUB shall provide at least four (4) portable toilets and (4) handwashing stations for use at the event.
- (s) LIONS CLUB shall provide "Santa's Mailbox" and photo opportunity area.
- (t) LIONS CLUB shall manage its bank account and provide financial records to the CITY.
- (u) If the event is cancelled by the LIONS CLUB, the LIONS CLUB shall notify the CITY immediately upon making the decision to cancel the event. LIONS CLUB shall reimburse the CITY for actual expenses the CITY incurred prior to the cancellation of the event. Actual expenses shall include newspaper publication costs, other publication costs, and any other amounts paid to third parties in relation to Christmas on Mercer. Actual expenses to be reimbursed shall not include city staff time spent on assisting with Christmas on Mercer. The CITY shall mitigate any expenses related to a cancellation of the event and shall provide receipts to the LIONS CLUB upon request. LIONS CLUB shall pay the CITY within thirty (30) days of receiving the request for reimbursement from the CITY following cancellation of the event. Cancellation due to COVID-19 or force majeure shall not require reimbursement and will terminate the LIONS CLUB obligation to pay the CITY a percentage of booth fees.

## ARTICLE V. NOTICES

**5.01** All notices and other communications in connection with this Agreement shall be in writing

and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated in this Agreement; or
- (b) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

**Notice to CITY:**  
 City of Dripping Springs  
 Attn: City Administrator  
 PO Box / 511 Mercer Street  
 Dripping Springs, TX 78620

**Notice to LIONS CLUB:**  
 Dripping Springs Lions Club  
 Attn: President  
 PO Box 53  
 Dripping Springs, TX 78620

Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this Article V.

The inability to deliver because of changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication, shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

Nothing contained herein shall be construed to restrict the transmission of routine communications between the Parties.

**ARTICLE VI. TERMINATION & SUSPENSION**

**6.01** This Agreement may, by written notice given in the manner hereinafter provided, be terminated by:

- (a) Mutual written consent of the Parties prior to the event date; or
- (b) CITY if a default or breach shall be made by LIONS CLUB with respect to the due and timely performance of any of its covenants and agreements contained herein

**6.02** No termination of this Agreement, whether pursuant to Section 6.01 above or otherwise, shall terminate or impair any claim by CITY against LIONS CLUB based upon any breach of this Agreement.

**6.03** In the event CITY terminates under this section, the following shall apply: Upon CITY's delivery of the referenced notice to LIONS CLUB, LIONS CLUB shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. The Parties agree that LIONS CLUB shall be solely responsible for any payments due to any subcontractors.

**ARTICLE VII. GENERAL PROVISIONS**

**7.01 Assignment.** The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. This Agreement, any

part thereof, or any interest herein shall not be assigned by LIONS CLUB without the express written consent of the CITY.

**7.02 Waiver.** No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by the CITY shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**7.03 Venue & Enforcement.** This Agreement shall be enforceable in Dripping Springs, Texas, and if legal action is necessary by any of the Parties with respect to the enforcement of any or all of the terms or conditions of this Agreement, exclusive venue for same shall lie in *Hays County*, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the *State of Texas*.

**7.04 Exclusive agreement.** This document, and all appended documents, constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.

**7.05 Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**7.06 Force Majeure.** Neither CITY or LIONS CLUB, shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely provided and all reasonable efforts undertaken to mitigate its effects.

**7.07 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

**7.08 Independent Status.** LIONS CLUB is independent, and is not CITY's employee. LIONS CLUB's employees or subcontractors are not CITY's employees. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer- employee, or borrowed servant relationship by and among the parties.

**7.09 Indemnification.** LIONS CLUB shall defend (at the option of CITY), indemnify, and hold CITY, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of LIONS CLUB or LIONS CLUB's agents, employees, subcontractors, invitees, guest

or trespasser in the performance of LIONS CLUB's obligations under this Agreement, no matter how, or to whom, such loss may occur. Attendees at the Christmas on Mercer event shall be deemed an invitee for purposes of this Section 7.09 indemnification. Nothing herein shall be deemed to limit the rights of CITY or LIONS CLUB (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

**7.10 Compliance with Laws & Ordinances.** LIONS CLUB, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Ordinances of the City of Dripping Springs, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

**7.11 Third Party Beneficiaries.** For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the CITY or LIONS CLUB; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the CITY or LIONS CLUB.

**7.12 Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the CITY. The CITY does not waive, modify, or alter to any extent whatsoever the defense of governmental immunity pursuant to the laws of the state of Texas.

**7.13 Standard of Care.** LIONS CLUB represent that they employ or contract with trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**7.14 Authority to Act.** The Parties each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

**IN WITNESS WHEREOF, the Parties to these presents have executed this Agreement on the dates indicated.**

**CITY OF DRIPPING SPRINGS:**

**DRIPPING SPRINGS LIONS CLUB:**

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

\_\_\_\_\_  
Doug Marsh, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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Andrea Cunningham, City Secretary

# Proposed Budget Amendment

## September 8, 2020

The DSRP Ranch House and Grounds are being moved back into the DSRP Budget from the General Fund Budget under the auspices of the DSRP Board of Directors who oversee the entire facility, house and grounds. The Ordinance creating the board states that the board shall:

- Review and make recommendations related to fees, events, forms, and policies of the Dripping Springs Ranch Park.
- Establish and oversee an operating budget for Dripping Springs Ranch Park, contingent upon approval of the city council.
- Provide the city council with quarterly and annual financial statements showing income, expenditures, and profit or loss for Dripping Springs Ranch Park facilities.
- Budget- The board may determine expenditures related to the Dripping Springs Ranch Park

Below are the specific changes to each of the affected accounts.

### **General Fund**

An expense of \$27,812.00 transferred into DSRP to cover the House and Grounds net expense.

### **Parks**

#### **Revenue-**

Revenue reduced by \$48,825.00 for General Programs and Events (Camp).

#### **Expense**

Expenses by \$76,637.00 for the following line items:

- Ranch House Electricity - \$900.00
- Ranch House Septic-\$750.00
- Ranch Grounds and General Maintenance -\$10,229.00
- Ranch House Maintenance-\$14,850.00
- Ranch House Furniture & Equipment-\$250.00
- Ranch House Supplies-\$550.00
- Ranch House Improvements - \$8,500.00
- Ranch House Network- \$7,503.00
- Camp Staff-\$33,105.00

# Proposed Budget Amendment

## September 8, 2020

### DSRP

#### Revenue-

- Added Camp Program Revenue of \$48,825.00
- Added Transfer from the General Fund of \$27,812.00

#### Expense

- Added an expense of \$33,105.00 for Camp Staff
- Added Grounds and General Maintenance of \$10,229.00
- Added House Maintenance of \$14,850.00
- Added House Furniture and Equipment of \$250.00
- Added House Supplies of \$550.00
- Increased DSRP Improvements of \$26,000.00 by \$8500.00 for House Improvements to \$34,500.
- Increased Network and Communications from \$12,000.00 to \$19,503.00. This covers DSRP and Network and Cell costs of \$7,503.00
- Increased Electricity from \$60,000 to \$60,900. To cover the cost of Ranch House Electric.
- Added House Septic costs of \$750.00

Parks  
Proposed FY21 Budget Amendment  
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<b>REVENUE</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
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			
TXF from Contingency Funds DSRP	\$ -		
TXF from General Fund			
S&R Donation	\$ 10,000.00		
Sponsorships & Donations	\$ 5,000.00		
<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 &amp; Recreation Park - \$300</i>			
<i>Triangle Rental - \$450</i>			
General Programs & Events	\$ 48,825.00	\$ -	-\$48,825.00
<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>			
<b>Total Revenues</b>	\$292,025.00	\$243,200.00	-\$48,825.00
<b>EXPENDITURES</b>			
<b>Other</b>			
Dues, Fees & Subscriptions	\$ 2,719.06		
<i>Activenet In-House &amp; On-line Software Use Fee - 1.2854% - \$1229.06</i>			
<i>Dues-\$1490</i>			
Parks & Community Services Activity Guide	\$ 5,000.00		
<i>(FA&amp;Winter 2020 /SP&amp;SU 2021) \$5000 sponsor</i>			
<b>Total Other</b>	<b>\$ 7,719.06</b>	<b>\$ 7,719.06</b>	<b>\$0.00</b>



**IMPROVEMENTS**

Cohesive Entrance & Wayfinding Signage - (all parks)	\$	50,000.00
<i>Entrance/Naviagtion signs - \$40,000</i>		
<i>Wayfinding signs throughout parks - \$10,000</i>		
<b>General Improvements</b>	<b>\$</b>	<b>50,000.00</b>

**Founders Memorial Park & Pool Improvements**

Pool Improvements	\$	51,700.00
<i>Pool Deck Expansion w/ Sundek overlay - \$43,000</i>		
<i>Pool Chemical system change from liquid to dry - \$8700</i>		
<b>Founders Memorial Park &amp; Pool Improvements Total</b>	<b>\$</b>	<b>51,700.00</b>

**Sports & Recreation Park Improvements**

<i>(Contractual Obligation) 2020-Electrical Engineer Field Lights</i>	\$	54,000.00
<i>Basketball Court repaired/refurbished - \$6000</i>	\$	6,000.00
<i>Volleyball Court refurbished - \$2000</i>	\$	2,000.00
<b>Sports &amp; Recreation Park Improvements Total</b>	<b>\$</b>	<b>62,000.00</b>

**Dripping Springs Ranch Park Improvement**

House Improvements	\$	8,500.00	0	-\$8,500.00
<i>Exterior Woodwork - \$5000</i>				
<i>Paver walkway - \$1500</i>				
<i>ADA Parking &amp; Signage - \$2000</i>				
<b>Ranch Park &amp; House Improvement Total</b>	<b>\$</b>	<b>8,500.00</b>		<b>-\$8,500.00</b>
<b>Total Improvements</b>	<b>\$</b>	<b>172,200.00</b>	<b>\$163,700.00</b>	<b>-\$8,500.00</b>

**PARK UTILITIES**

Portable Toilets - All Parks	\$	5,780.00
<b>All Parks Utilities Total</b>	<b>\$</b>	<b>5,780.00</b>

**Sports & Recreation Park Utilities**

S&R Park Water	\$	13,000.00
S&R Electric	\$	1,200.00
<b>SRP Utility Total</b>	<b>\$</b>	<b>14,200.00</b>

**Veterans Memorial Park Utilities**

Triangle Water	\$	475.00
Triangle Electric	\$	650.00
<b>Triangle Utility Total</b>	<b>\$</b>	<b>1,125.00</b>

**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	
<b>FMP Utility Total</b>	<b>\$</b>	<b>12,700.00</b>	

**Dripping Springs Ranch House Utilities**

DS Ranch House Electricity	\$	900.00	0	-\$900.00
DS Ranch House Network & Phone	\$	5,700.00	0	-\$5,700.00
DS Ranch House Septic	\$	750.00	0	-\$750.00
<b>DSRP Ranch House Utility Total</b>	<b>\$</b>	<b>7,350.00</b>		

<b>Total Utilities</b>	<b>\$</b>	<b>41,155.00</b>	<b>\$33,805.00</b>	<b>-\$7,350.00</b>
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**MAINTENANCE**

**General Maintenance (All Parks)**

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

**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	
<b>Founders Park/Pool Total</b>	<b>\$</b>	<b>17,250.00</b>	

**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 &amp; Drive Fence Painting &amp; Repair - \$2000</i>			
<b>S &amp; R Park Total</b>	<b>\$</b>	<b>14,020.00</b>	

**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>				
<b>Charro Ranch Park Maintenance Total</b>	<b>\$</b>	<b>10,945.00</b>		

**Triangle/Veterans Memorial Park Maintenance**

Grounds Maintenance	\$	500.00		
General Maintenance	\$	300.00		
<b>Triangle/Veteran Memorial Park Total</b>	<b>\$</b>	<b>800.00</b>		

**Dripping Springs Ranch Park Maintenance**

Grounds Maintenance	\$	8,729.00	\$0.00	-\$8,729.00
<i>Grounds Maintenance Contract -</i>				
<i>\$20,950/12=1745/mo x 5 = \$8729</i>				
General Maintenance	\$	1,500.00	0	-\$1,500.00
Ranch House Maintenance	\$	350.00	0	-\$350.00
<i>2021-Exterior Paint - \$12000</i>				
	\$	12,000.00	0	-\$12,000.00
<i>Tree Removal &amp; Arborist work - \$2500</i>				
	\$	2,500.00	0	-\$2,500.00
<b>Dripping Springs Ranch Park Maintenance</b>	<b>\$</b>	<b>25,079.00</b>		

<b><u>Total Maintenance</u></b>	<b>\$</b>	<b>69,844.00</b>	<b>\$44,765.00</b>	<b>-\$25,079.00</b>
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**SUPPLIES**

<b>General Park Supplies</b>	<b>\$</b>	<b>4,000.00</b>		
<i>General - \$4000</i>				
<b>General Park Supplies Total</b>	<b>\$</b>	<b>4,000.00</b>		

**Program & Events Supplies**

11 Weeks of Coyote Kids Nature Day Camp @ \$200/wk	\$	2,200.00		
<b>Program &amp; Event Supplies Total</b>	<b>\$</b>	<b>2,200.00</b>		

**Charro Ranch Supplies**

<i>General Supplies \$200</i>	\$	200.00		
<b>Charro Ranch Supplies Total</b>	<b>\$</b>	<b>200.00</b>		

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**DSRP & Ranch House Supplies**

General Supplies	\$ 300.00	0	-\$300.00
Network & Communications	\$ 1,803.00	0	-\$1,803.00
<i>Staff Cell Phones -\$1803 (\$50/mo x3)</i>			
Furniture & Equipment	\$ 250.00	0	-\$250.00
<i>2021- Downstairs Printer - \$250</i>			
Office Supplies	\$ 250.00	0	-\$250.00
<i>Office Supplies (Printer paper, laminating sheets, etc.)-\$250</i>			
<b>DSRP &amp; Ranch House Supplies Total</b>	<b>\$ 2,603.00</b>		<b>-\$2,603.00</b>

**Founders Park & Pool Supplies & Equipment**

Office Equipment			
<i>Desk Top Computer + Monitor - \$1200</i>	\$ 1,200.00		-\$1,200.00
<b><u>Total Office Equipment</u></b>	<b>\$ 1,200.00</b>	<b>\$1,200.00</b>	
General Supplies	\$ 2,175.00		
<i>Office Supplies - \$300</i>			
<i>Swimming Pool Supplies - \$1000</i>			
<i>Lifeguard/Swim Instructor Training - \$500</i>			
<i>Small Tools - \$375</i>			
Pool Chemicals	\$ 6,000.00		
Pool Equipment	\$ 1,000.00		
<i>General- \$1000</i>			
<b>Founders Pool Supplies Total</b>	<b>\$ 9,175.00</b>		

**Sports & Recreation Park Supplies**

General SRP Supplies	\$ 200.00		
<b><u>Sports &amp; Rec Supplies Total</u></b>	<b>\$ 200.00</b>		
<b><u>Total Supplies</u></b>	<b>\$ 18,378.00</b>	<b>\$ 15,775.00</b>	<b>-\$2,603.00</b>

**Seasonal Program & Operations Personnel**

Aquatics Staff	\$ 72,308.26		
<i>Lifeguards &amp; Head Lifeguards- \$47,380</i>			
<i>Swim Instructors -\$6800</i>			
<i>Pool Manager - \$10281</i>			
<i>SUI &amp; Employment Taxes- \$4931.26+ \$162</i>			
<i>(18)2916.00)</i>			
<b>Aquatic Staff Total</b>	<b>\$ 72,308.26</b>		
Camp & Program Staff	\$ 33,105.00	0	-\$33,105.00
<i>Camp Counselors - \$22800</i>			
<i>Asst Camp Director - \$5200</i>			
<i>Program Specialists - \$2000</i>			
<i>SUI &amp; Employment Taxes - \$2295.00 +\$162(5)=</i>			
<i>\$3105</i>			
<b>Camp &amp; Program Staff Total</b>	<b>\$ 33,105.00</b>	<b>\$0.00</b>	<b>-\$33,105.00</b>
<b>Seasonal Staff Total</b>	<b>\$ 105,413.26</b>	<b>\$72,308.26</b>	<b>-\$33,105.00</b>
	<b>\$ 415,909.32</b>	<b>\$ 339,272.32</b>	<b>\$ (76,637.00)</b>

-\$123,884.32      -\$96,072.32

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	Current	Proposed	Change
Balance Forward	\$50,492.47		
<b>Revenue</b>			
Stall Rentals	\$22,000.00		
RV Site Rentals	\$18,000.00		
Facility Rentals	\$112,000.00		
<i>Field Rental- \$2000</i>	\$0.00		
<i>Indoor Arena Rental - \$40,000</i>	\$0.00		
<i>Outdoor Arena - \$5000</i>	\$0.00		
<i>Event Facility Rental - \$18,000</i>	\$0.00		
<i>Special Event Room Rental (Large) - \$20,000</i>	\$0.00		
<i>*Special Event Room Rental (Small) - Addition - \$12,000</i>	\$0.00		
<i>*Small Indoor Arena - Addition - \$5000</i>	\$0.00		
<i>*Concession Stand- Addition - \$5000</i>	\$0.00		
<i>Concessions Stand - DSRP - \$5000</i>	\$0.00		
General Programs and Events(Camp)		\$48,825.00	\$48,825.00
Equipment Rental	\$5,000.00		
Sponsored Events	\$89,000.00		
<i>Riding Series - \$82,000</i>	\$0.00		
<i>Fair and Rodeo - \$7,000</i>	\$0.00		
Merchandise Sales	\$15,000.00		
<i>Shavings - \$ 15,000</i>			
Riding Permits	\$10,000.00		
<i>Indoor Arena Membership - \$4500</i>			
<i>Outdoor Arena Membership - \$4500</i>			
<i>Day Pass - Indoor - \$500</i>			
<i>Day Pass - Outdoor - \$500</i>			
Staff Fees for events	\$3,000.00		
Misc Fees	\$1,000.00		
Cleaning Fees	\$10,000.00		
Other Income	\$1,000.00		
Interest	\$1,000.00		
General Donations	\$0.00		
TXF from Ag Facility	\$25,760.00		
TXF from HOT	\$67,275.62		
<i>DSRP - Fair &amp; Rodeo Marketing - \$10,000</i>			

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TXF for RV/ Parking Lot HOT	\$50,000.00		
TXF from General Fund	\$0.00	\$27,812.00	\$27,812.00
TXF from Landscape Fund	\$0.00		
<b>Total Revenue</b>	<b>\$480,528.09</b>	<b>\$557,165.09</b>	<b>\$76,637.00</b>
<b>Expense</b>			
Advertising	\$700.00		
Dues, Fees and Subscriptions	\$5,983.44		
<i>Credit - \$600</i>			
<i>Activenet Fees - 1.2854% - \$4383.44</i>			
DSRP On-Call	\$10,400.00		
Camp Staff		\$33,105.00	\$33,105.00
Training and Education	\$5,000.00		
<i>Heavy Equipment Training</i>			
<i>Equine Association &amp; Conference</i>			
Stall Cleaning & Repair	\$2,000.00		
General Maintenance and Repair	\$60,000.00		
<i>General - \$20,000</i>			
<i>Restriping of Parking Lot - \$20,000</i>			
<i>Arena Footing Annual Replacement - \$20,000</i>			
Grounds and General Maintenance		\$10,229.00	\$10,229.00
House Maintenance			
<i>Exterior Paint-12,000</i>			
<i>Tree Removal and Arborist-2500.</i>			
<i>General Maintenance-350..</i>			
House Furniture & Equipment		\$250.00	\$250.00
House Supplies		\$550.00	\$550.00
DSRP Improvements	\$26,000.00	\$34,500.00	\$8,500.00
<i>Ticket Office - \$5000</i>			
<i>Customer Service Office Renovation - \$5000</i>			

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<i>Show Office - \$6000</i>			
<i>Large Ventilation Fans - \$60,000</i>			
<i>*Audio Design and Consulting Service - \$10,000</i>			
<i>Drainage Repairs - \$10,000 + 100k (only included 10k)</i>			
<i>House - Exterior Woodwork - \$5,000</i>			
<i>House-Paver Walkway-\$1,500</i>			
<i>ADA Parking &amp; Signage-\$2,000</i>			
<b>Sponsored Events</b>	<b>\$49,000.00</b>		
<i>Riding Series - \$39,000</i>			
<i>DSRP Fair &amp; Rodeo -\$10,000</i>			
<b>DSRP Event Center Postage</b>	<b>\$100.00</b>		
<b>Network and Communications-</b>	<b>\$12,000.00</b>	<b>\$19,503.00</b>	<b>\$7,503.00</b>
<i>Event Center-12,000.00</i>			
<i>House- \$5700.00</i>			
<i>Cell phone-1803.00</i>			
<b>General Supplies</b>	<b>\$30,000.00</b>		
<b>Office Supplies</b>	<b>\$5,000.00</b>		
<b>Merchandise Supplies</b>	<b>\$7,000.00</b>		
<b>Other Expenses</b>	<b>\$20,500.00</b>		
<i>DSRP Event Center Master Plan \$20,000</i>			
<b>Mileage</b>	<b>\$500.00</b>		
<b>Utilities</b>			
<i>Natural Gas</i>	<b>\$3,000.00</b>		
<i>Electric- House and Event Center</i>	<b>\$60,000.00</b>	<b>\$60,900.00</b>	<b>\$900.00</b>
<i>House Septic</i>		<b>\$750.00</b>	<b>\$750.00</b>
<i>On call Phone</i>	<b>\$2,000.00</b>		
<i>Water</i>	<b>\$10,000.00</b>		
<i>Fire Alarm</i>	<b>\$1,080.00</b>		
<b>Portable Toilets</b>	<b>\$0.00</b>		
<b>TXF HCLE ( Hays County Livestock Exposition Board)</b>	<b>\$13,200.00</b>		
<b>Equipment</b>	<b>\$36,300.00</b>		
<i>Equipment General - 2nd Floor Scrubber for new addition - \$7500</i>			
<i>Equipment Maintenance - Tractors, Off-road vehicles, drags, etc - \$25,000.</i>			

DSRP  
Proposed Budget FY21 Amendment  
September 8, 2020

Item # 25.

*Equipment Rental \$1000*

*1 PortaCool- \$2800*

Contingencies	\$50,000.00		
Fleet Acquisition	\$42,568.00		
Fleet Maintenance - ( 1 truck - Gas, oil, vehicle repair)	\$2,500.00		
Lawn Maintenance (Moved to PRC)			
Total Expenses	\$454,831.44	\$531,468.44	\$76,637.00
Total Bal Fwd	\$25,696.65	\$25,696.65	



	Current	Proposed	Change
<b>Revenue</b>			
AD Valorem	1,591,317.76		
AV P&I	4,000.00		
Sales Tax	3,178,074.96		
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	208,504.00		
TXF DSRP On Call	10,400.00		
FEMA Dam Repair	75,000.00		
<b>Total</b>	<b>7,178,646.72</b>	<b>7,178,646.72</b>	<b>0.00</b>
<b>Expense</b>			
Supplies	25,000.00		
Office IT Equipment and Support	44,000.00		
Software Purchase, Agreements and Licenses	130,396.00		
Website	4,425.00		
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		
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		
Future Land Use Plan	50,000.00		
Land Acquisition	10,000.00		
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	6,371.00		
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	1,819,122.12		
Taxes	144,346.84		
Benefits	182,998.14		
Retirement	106,661.81		
DSRP Salaries	324,157.60		
DSRP Taxes	26,094.06		
DSRP Benefits	44,796.98		
DSRP Retirement	18,197.65		
Professional Services:			
Financial Services	60,800.00		
Engineering	70,000.00		
Special Counsel and Consultants	74,000.00		
Muni Court	15,500.00		
Bldg. Inspector	800,000.00		
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	50,000.00		
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	508,491.97		
TXF to DSRP		27,812.00	27,812.00
<b>Total</b>	<b>7,064,762.40</b>	<b>7,092,574.40</b>	<b>27,812.00</b>

	Current	Proposed	Change
<b><u>PARKS</u></b>			
<b>Revenue</b>			
Sponsorships and Donations	25,000.00		
Programs and Events	48,825.00	0.00	-48,825.00
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		
<b>Total Revenue</b>	<b>302,025.00</b>	<b>253,200.00</b>	<b>-48,825.00</b>
<b>Expense</b>			
<b>Other</b>			
Park Consultants			
Pool Operations			
Park Supplies			
Dues Fees and Subscriptions	2,719.06		
Parks Activity Guide	5,000.00		
DS Ranch House Furniture & Equipment			
<b>Total Other</b>	<b>7,719.06</b>	<b>7,719.06</b>	<b>0.00</b>
<b>Public Improvements</b>			
All Parks	50,000.00		
Founders Park	51,700.00		
S & R Park	62,000.00		
Charro Ranch Park			
DS Ranch Park	8,500.00	0.00	-8,500.00
<b>Total Improvements</b>	<b>172,200.00</b>	<b>163,700.00</b>	<b>-8,500.00</b>
<b>Utilities</b>			
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		
DS Ranch Park Electricity	900.00	0.00	-900.00
DS Ranch Park Phone/Network	5,700.00	0.00	-5,700.00
DS Ranch Park Septic	750.00	0.00	-750.00
<b>Total Utilities</b>	<b>41,155.00</b>	<b>33,805.00</b>	<b>-7,350.00</b>
<b>Maintenance</b>			
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		
DSRP	25,079.00	0.00	-25,079.00
<b>Total Maintenance</b>	<b>69,844.00</b>	<b>44,765.00</b>	<b>-25,079.00</b>
<b>Supplies</b>			
General Parks	4,000.00		
Charro Ranch Supplies	200.00		
Founders Park Supplies	10,375.00		
Program and Events	2,200.00		
DSRP & Ranch House Supplies	2,603.00	0.00	-2,603.00
S&R Supplies	200.00		
<b>Total Supplies</b>	<b>19,578.00</b>	<b>16,975.00</b>	<b>-2,603.00</b>
Camp Staff	33,105.00	0.00	-33,105.00
Aquatics Staff	72,308.26		
Total Staff Expense	105,413.26	72,308.26	-33,105.00
<b>Total Parks Expenditures</b>	<b>415,909.32</b>	<b>339,272.32</b>	<b>-76,637.00</b>

	Current	Proposed	Change
<b><u>FOUNDERS DAY</u></b>			
<b>Balance Fwd</b>	26,392.83		
<b>Revenue</b>			
Craft booths/Business Booths	6,500.00		
Food booths	1,100.00		
BBQ cookers	4,600.00		
Carnival	9,500.00		
Parade	3,750.00		
Sponsorship	63,600.00		
Parking concession	1,700.00		
Electric	2,400.00		
Misc			
<b>Total</b>	119,542.83	119,542.83	0.00
<b>Expense</b>			
Publicity	8,500.00		
Porta-Potties	6,500.00		
Security	20,000.00		
Barricades/Traffic Plan	19,874.00		
Bands/Music/Sound	15,000.00		
Clean Up	4,600.00		
Postage/Supplies/Misc.	7,000.00		
Sponsorship	5,000.00		
Parade	650.00		
Tent, Tables & Chairs	4,500.00		
Electricity	1,800.00		
FD Electrical Setup	4,600.00		
Contingencies	21,518.83		
<b>Total expenses</b>	119,542.83	119,542.83	0.00
<b>Balance Fwd</b>	0.00		
<b><u>CONSOLIDATED GENERAL FUND</u></b>			
<b>Revenue</b>			
City	7,178,646.72	7,178,646.72	
Parks	302,025.00	253,200.00	
Founders	119,542.83	119,542.83	
<b>Total</b>	7,600,214.55	7,551,389.55	
<b>Expense</b>			
City	7,064,762.40	7,092,574.40	
Parks	415,909.32	339,272.32	
Founders	119,542.83	119,542.83	
<b>Total expense</b>	7,600,214.55	7,551,389.55	
<b>Balance Fwd</b>	0.00	0.00	

	Current	Proposed	Change
<b><u>DRIPPING SPRINGS FARMERS MARKET</u></b>			
Balance Forward	34,519.84		
<b>Revenue</b>			
FM Sponsor	1,000.00		
Grant Income	1,000.00		
Booth Space	24,698.00		
Applications	1,482.00		
Interest Income	449.22		
Market Event	300.00		
<b>Total</b>	<b>63,449.06</b>		
<b>Expense</b>			
Advertising	5,000.00		
Market Manager	29,278.08		
Payroll Tax Expense	2,401.77		
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	63,449.06		
<b>Balance Forward</b>	<b>0.00</b>		
<b><u>PARKLAND DEDICATION FUND</u></b>			
Balance Forward	140,130.98		
<b>Revenue</b>			
Parkland Fees	80,000.00		
Total Revenue	220,130.98		
<b>Expense</b>			
Park Improvements	172,200.00		
TXF to AG Facility			
Master Naturalists			
Total Expenses	172,200.00		
Balance Forward	47,930.98		
<b><u>AG FACILITY FUND</u></b>			
Balance Fwd	0.00		
<b>Revenue</b>			
Ag Facility Fees	25,760.00		
Total Revenues	25,760.00		
<b>Expense</b>			
TXF to DSRP	25,760.00		
Total Expense	25,760.00		
Balance Fwd	0.00		

	Current	Proposed	Change
<b><u>LANDSCAPING FUND</u></b>			
Balance Fwd	100,376.77		
<b>Revenue</b>			
Tree Replacement Fees			
<b>Total Revenues</b>	100,376.77		
<b>Expense</b>			
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		
<b>Total Expense</b>	17,500.00		
Balance Fwd	82,876.77		
<b><u>DRIPPING SPRINGS RANCH PARK OPERATING FUND</u></b>			
Balance Forward	50,492.47		
<b>Revenue</b>			
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 Program and Events	0.00	48,825.00	48,825.00
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	0.00	27,812.00	27,812.00
TXF from Landscape Fund			
<b>Total Revenue</b>	480,528.09	557,165.09	76,637.00
<b>Expense</b>			
Advertising	700.00		
Office Supplies	5,100.00		
DSRP On Call	10,400.00		
Camp Staff		33,105.00	33,105.00
Network and Communications	12,000.00	19,503.00	7,503.00
Sponsored Events	49,000.00		
Supplies and Materials	30,000.00		
Ranch House Supplies		550.00	550.00
Dues, Fees and Subscriptions	5,983.44		
Mileage	500.00		
Equipment	10,300.00		
House Equipment		250.00	250.00
Equipment Rental	1,000.00		
Equipment Maintenance	25,000.00		
Portable Toilets	0.00		
Electric	60,000.00	60,900.00	900.00
Water	10,000.00		
Septic		750.00	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		
Other Expense	20,500.00		
Improvements	26,000.00	34,500.00	8,500.00
Tree Planting			
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	10,229.00
House Maintenance		14,850.00	14,850.00
HCLE	13,200.00		
Merchandise	7,000.00		
RV/Parking Lot			
<b>Total Expenses</b>	454,831.44	531,468.44	76,637.00
<b>Total Bal Fwd</b>	25,696.65	25,696.65	

	Current	Proposed	Change
<b>HOTEL OCCUPANCY TAX FUND</b>	FY2021		
Balance Fwd		29,000.00	
<b>Revenues</b>			
Hotel Occupancy Tax		400,000.00	
Interest		1,500.00	
Total		430,500.00	
<b>Expenses</b>			
Advertising		500.00	
Christmas Lighting Displays		12,104.38	
City Sponsored Events			
Historic Districts Marketing		9,000.00	
Signage		8,500.00	
Dues and Fees		6,000.00	
TXF to Debt Service		92,410.00	
RV/ Parking Lot		50,000.00	
TXF to Event Center		67,285.62	
Grants		184,700.00	
Total expenses		430,500.00	
Balance Fwd		0.00	
<b>WASTEWATER UTILITY FUND</b>			
Balance Fwd		5,000,000.00	
<b>Revenue</b>			
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			
Interest		45,000.00	
Other Income		35,000.00	
Water Income		1,742.76	
Total Revenues		15,811,738.66	
<b>Expense</b>			
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	
2nd Amendment CIP		5,000.00	
Sewer Planning CAD 1971-001		25,000.00	
Water Planning		10,000.00	
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		50,000.00	
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	
Drip Field Lawn Maintenance		10,000.00	
Drip Field Maint & Repairs		20,000.00	
Lift Station repairs		20,000.00	
WWTP Repairs/Pump Repairs		32,500.00	
Chemicals		8,000.00	

	Current	Proposed	Change
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		
HR Treated 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 System Exp P&M 1923-001	40,000.00		
<b>Miscellaneous:</b>			
Consultants and Legal	680,000.00		
<b>TWDB Capital Projects:</b>			
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		
<b>Total Expense</b>	<b>11,941,600.00</b>		
Balance Forward	3,870,138.66		
<b>WATER</b>			
<b>Revenue</b>			
TXF from Wastewater Fund	12,000.00		
Total Revenue	12,000.00		
<b>Expense</b>			
Operating and Maintenance	12,000.00		
Total Expense	12,000.00		
Balance Forward	0.00		
<b>TWDB FUND</b>			
Balance Forward	1,000.00		
Revenues	8,795,000.00		
Interest	500.00		
Total revenue	8,796,500.00		
Expenses			
Escrow Fees	1,000.00		
Expenses	8,795,000.00		
<b>Total Expenses</b>	<b>8,796,000.00</b>		
Balance Forward	500.00		
<b>IMPACT FUND</b>			
Bal Fwd	2,638,325.17		
<b>Revenue</b>			
Impact Fees	242,560.00		
Impact Fee Deposits			
Interest Income	25,000.00		
Total	2,905,885.17		
<b>Expense</b>			
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
<b>DEBT SERVICE FUND 2015</b>			
Bal Fwd	841,062.67		
<b>Revenue</b>			
TXF from Impact Fund	733,288.20		
Interest	8,000.00		
Total Revenue	1,582,350.87		
<b>Expenses</b>			
Debt Payment 2015	729,182.20		
Total Expense	729,182.20		
Balance Fwd	853,168.67		
<b>DEBT SERVICE FUND 2013</b>			
Bal Fwd	95,372.15		
<b>Revenue</b>			
TXF from HOT	92,410.00		
Interest	1,200.00		
Total	188,982.15		
<b>Expense</b>			
Tax Series 2013	90,107.50		
Total Expenses	90,107.50		
Balance Fwd	98,874.65		
<b>DEBT SERVICE FUND 2019</b>			
Bal Fwd	934,598.47		
<b>Revenue</b>			
TXF from Impact Fees	958,553.00		
Interest	2,000.00		
Total	1,895,151.47		
<b>Expense</b>			
Tax Series 2019	933,553.00		
Total Expenses	933,553.00		
Balance Fwd	961,598.47		
<b>PEG FUND</b>			
Balance Fwd	105,777.27		
<b>Revenues</b>			
TWC	27,200.00		
Interest Income	1,200.00		
Total Revenues	134,177.27		
<b>Expense</b>			
Expense	0.00		
Balance Fwd	134,177.27		
<b>RESERVE FUND</b>			
Balance Fwd	1,303,727.01		
<b>Revenue</b>			
TXF from General Fund	125,000.00		
Interest	12,000.00		
Total	1,440,727.01		
<b>Expense</b>			
Expense	0.00		
Total Expense	0.00		
Balance Fwd	1,440,727.01		

	Current	Proposed	Change
<b>TIRZ 1</b>			
Balance Forward	183,286.56		
<b>Revenues</b>			
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	725,383.56		
<b>Expense</b>			
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	146,683.56		
<b>TIRZ 2</b>			
Balance Forward	126,995.25		
<b>Revenue</b>			
Interest Income	200.00		
City AV	64,722.91		
County AV	132,818.09		
Total Revenue	324,736.25		
<b>Expense</b>			
Creation Cost Reimbursements	0.00		
Total Expense	0.00		
Balance Forward	324,736.25		

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2020-\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2020-2021 FISCAL YEAR BUDGET MODIFYING DRIPPING SPRINGS RANCH PARK EXPENDITURES AND REVENUES; 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 encountered unforeseen expenditures related to Dripping Springs Ranch Park operations and has modified the items covered by the DSRP budget, thus necessitating modifications to the City budget; and

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

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

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

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

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

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 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.

## 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 8<sup>th</sup> day of September 2020, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTET:**

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Andrea Cunningham, City Secretary



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

**Submitted By:** Laura Mueller, City Attorney

**Council Meeting Date:** September 8, 2020

**Agenda Item Wording:** **Discuss and consider approval of an Ordinance Amending Appendix A: Article A1.000 (General Provisions) of the Dripping Springs Code of Ordinances, Amending the Dripping Springs Fee Schedule Section 3: Site Development; Section 4: Subdivisions; and Section 17: Dripping Springs Ranch Park.**

**Agenda Item Requestor:**

**Summary/Background:** This report is related to the Site Development and Subdivision changes. A separate staff report is being filed on the DSRP changes. After the adoption of House Bill 3167 last session, the City had to change our process for approving and disapproving plats and site plans. Part of the process now is that the City denies the plat and plan applications if the developer does not respond to the City's comments in an adequate way after meeting with staff, submitting the application, given unlimited time to address city comments, and resubmitting an inadequate response. At that point the developer has to refile. When we made the changes we did not adopt a refiling fee instead a refiling would pay the full fee again. I am recommending a refiling fee of 25 % of the original fee to reflect that the refiling will take less staff time than the original filing, but still takes time for staff to review. The applicant has to refile the same plat or plan application and it has to be filed within the 12 months of the disapproval to get this rate. Consultant fees would continue as normal.

As background, the fees cover: (1) Planning Staff including intake, administrative completeness review, ordinance compliance review, communications, public comment response, and meetings; (2) Parks review; (3) City Administration review; (4) City Attorney review; (5) some inspections by staff; (6) City Secretary documentation; and (7) the technology and overhead to support the reviews. Also, once the plat or plan is approved there are additional reviews through the Building, Planning, and Code Enforcement Departments. These same reviews have to be redone if the item has to be refiled after a failure to comply with city comments after being given an unlimited amount of time to respond and comply with city comments.

I also recommend that Planning staff track the time refilings take in the future to ensure that 25% fee is enough to cover City time and expenses.

**Commission  
Recommendations:**

N/A

**Recommended  
Council Actions:**

Approve site development and site plan fees.

**Attachments:**

Ordinance and Fee Schedule.

**Next Steps/Schedule:**

Publish in newspaper. Implement and publicize fee amendment.



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

**Submitted By:** Tina Adams, DSRP Event Center Manager

**Council Meeting Date:** 9-8-2020

**Agenda Item Wording:** Discuss and consider recommendation regarding amendments to the DSRP Fee Schedule.

**Agenda Item Requestor:** Tina Adams

**Summary/Background:** Based on the needs of the business, we recommend amending the Dripping Springs Ranch Park's fee schedule for the upcoming fiscal year. The staff has collaborated and provided recommendations detailed in the attached 2021 DSRP Fee Schedule.

**17.2 FIELDS 1,2,3&4**

**c. Mowing**

This line item currently does not exist. Implementing this fee would allow us to charge for this requested service.

**17.3 STALLS**

**b. Small Barn Boarding Stalls-\$75.00/month**

This rate is considerably lower than market rate for this service. Recommending a 100% increase to \$150.00/month. (Market Rate = \$250+/month)

**c. Shavings**

Increase Shavings to \$9.00/bag to include tax.

**17.4 OUTDOOR ARENA**

**c. Use of concession stand, announcers stand & PA System**

Currently the fee schedule does not reflect a fee for use of these assets, when renting the outdoor arena. Recommending \$50.00/day. This is the current cost of renting the sound system.

**d. DS 4-H & FFA are exempt from Rental fees for practices**

Recommending to expand offering the outdoor arena to local, non-profit equestrian/ag organizations, riding groups and agriculture clubs. This will increase access to our local community riding groups and promote DSRP within these groups.

**17.5 HORSEBACK RIDING THROUGH PARK & OUTDOOR ARENA**



## Recommend Adjusting Title to **DSRP PERMITS & ARENA MEMBERSHIPS**

### **a. Outdoor Only Daily Use Permit**

Currently this fee only applies equestrians. Recommending updating the fee to include mountain bikes.

### **h. Students of Trailer w/ DSRP Annual Memberships**

Strike the trainer's student discount. In addition, DSRP currently gives complimentary memberships to 4-H members. Recommending to modify this membership to a **Youth Membership** option of \$100.00| Per Horse | Per Year. It is recommended to not have it complimentary, due to a large number of youth that join 4-H for this membership just for the free membership. The 4-H representative also recommended this increase.

## **17.6 OVERNIGHT PRIMITIVE CAMPING SITE**

### **a. Tent Camping-Primitive Site**

Increase daily rate to \$20.00| Per Vehicle | Per Night

## **17.7.1 EVENT CENTER FACILITIES**

### **Update Title to: ARENA RENTAL**

### **d. Large Indoor Arena-Add on hours for booked rentals**

Recommending increasing "Add on for hours for booked rentals" to \$50.00 /Per Hour.

### **e. Large Indoor Arena-Rental of 75+Stalls**

Recommending striking this discount. These rates are already below market value and are currently not being offered to customers.

### **j.-m. Large & Small Indoor Arena Packages**

Recommending striking these items. These rates are already below market value. There is not a need for a combined rate.

### **o. Arena-After Hours Fee**

Events that extend past the DSRP business hours would incur this fee. \$150.00/hour.

## **17.7.2 LARGE & SMALL SOCIAL EVENT CENTER ROOMS**

Recommending to remove discounted rate for events w/o F&B and keep the standard rate listed.

## **17.7.5 KITCHEN & CONCESSION STAND**

Recommending to strike half day rate and maintain the standard rate.

## **17.7.6 SET UP, REMOVAL, CLEANING**

### **a. Set Up-Additional Panels w/out staff Set Up**

Recommending removing the option for self set up of panels.

### **b. Damage & Cleaning Deposit**

Recommending to remove this item and re-organize the deposit structure for events.

## **17.8 RECREATIONAL VEHICLE CAMPING SITES**

### **a. RV Sites (30 Amp)**

Increase daily rate to \$45.00/day.

**c. RV Sites ( 50 Amp)**

50 amp RV's take up 2x RV spots.

**17.1 EQUIPMENT RENTALS**

**a. Tables**

Increased to \$8.00/day.

**b. Chairs**

Increased to \$15.00/cart of 25 chairs

**c. Drag Fees During an event**

Per Day | \$25.00 Per Drag | Min. \$100.00/day (Includes 4 Drags)

**e. Water & Drag Fees during an event**

Increasing the fee for water, since there is additional cost associated with the water component. \$50.00 Per Drag | Min. \$100.00/day (Includes 2 Drags)

**d. Arena Packing**

Recommending increasing to \$1500.00/event for one time Packing. This is a labor-intensive service and compromises the integrity of the arena footing.

**e. Equipment rental during event (Tractor.Drag/Water)**

We recommend not allowing customers to rents our tractors for dragging purposes. We would like to explore creation of rental fleet if UTV rentals are needed at DSRP.

**j. Jump Set (Set Fees are Additional)**

This fee is excessive. Reduced to \$250.00/day to include initial set fee

**17.11 CUSTODIAL FEES**

g., i. Recommending to remove discounted rate for events w/o F&B and keep the standard rate listed.

**17.12 ELECTRICAL REQUESTS**

**(c) Extension Cords**

Adding this line item. \$40.00/Item

**17.13 SOUND SYSTEM-to discuss with Kelly**

**a. Sound system & Mic Rental**

Increase to \$75.00/day

**d. Portable Sound System Rental**

Add this line item. \$25.00/day

**17.15 DAMAGE FEES & FINES**

**b. Remove**

c. Events will be required to complete a damage waiver and complete a credit card authorization form. In the event of damage to a rental, the credit card will be charged for the repair amount.

**17.17 BUSINESS OPPORTUNITIES (NON-PEAK)**

a. Authority to allow rental available space (14 days from event) at 50% of base rental fee.

b. General use rental rate-booked 14 or less days in advance for unused space

c. Administrative Fee-Assessed to last minute changes to event (30

days), etc.

**17.18 SPECIAL FEES**

a. **Holiday Fee**-Events booked on city holiday or holiday weekends.  
Per Event | 20% Fee

b. **After Hours Fee**-Assessed to events that extend beyond business hours. Per Hour | \$ 150.00 Per Extended Hour

c. **Administrative Fee**-Assessed to last minute changes to event (30 days), etc. Per Item | \$250.00

**17.19 CLINIC RATES & FEES**

a. Authority to create market equitable fees associated with hosting clinics for the community.

**17.2 PROGRAMMING**

a. Authority to create fees associated with in-house and contracted programming.

**Commission Recommendations:**

DSRP Board recommended to approve amended fee schedule with the changes as proposed by the DSRP board.

**Recommended Council Actions:**

Approve the fee schedule.

**Attachments:**

Ordinance; Fee Schedule; Excel Attachment: Section 17 Ranch Park Fees

**Next Steps/Schedule:**

Publish the fee amendment in the newspaper and publicize changes.



# Parks & Community Services 2020

## MASTER FEE SCHEDULE ~ SECTION 17. DRIPPING SPRINGS RANCH PARK FEES ~ WORKSHEET

<b>17.1</b>	<b>FEES &amp; RATES</b>	Pursuant to Chapter 284 of the Texas Local Code, there is hereby levied and assessed and shall be collected the application fees and public rights-of-way use rates set forth below.		
<b>17.2</b>	<b>FIELDS 1, 2, 3 &amp; 4</b>	<b>Current Structure 2020</b>		<b>Proposed Structure &amp; Rates 2021</b>
	(a) FULL DAY	\$100.00 Per Field   Per Day		
	(b) TRAILS	\$450.00 Per Event		
	(c) MOWING	does not exist		Market Hourly Rate
<b>17.3</b>	<b>STALLS</b>			
	(a) EVENT CENTER STALLS FULL DAY	\$25.00 Per Stall   Per Day		
	(b) SMALL BARN BOARDING STALLS	\$75.00 Per Stall   Per Month		\$150.00 Per Stall   Per Month
	(c) SHAVINGS	\$8.00 Per Bag (Includes Tax)		\$9.00 Per Bag (Includes Tax)
	(d) GROUNDS FEE	\$10.00 Per Horse   Per Day		
<b>17.4</b>	<b>OUTDOOR ARENA</b>			
	(a) FULL DAY	\$150.00 Per Day	\$75.00 Per Day w/ Event Center	
	(b) OUTDOOR ARENA LIGHTS	\$25.00 Per Night		
	(c) USE OF CONCESSION STAND, ANNOUNCERS STAND & PA SYSTEM INCLUDED	INCLUDED-WITH-RENTAL		Per Event   \$50.00   Per Day
	(d) DS 4-H & FFA ARE EXEMPT FROM RENTAL FEES FOR PRACTICES	FEES APPLY FOR EVENTS & ORGANIZED USES		
<b>17.5</b>	<del><b>HORSEBACK RIDING THROUGHOUT PARK &amp; OUTDOOR ARENA</b></del>	<b>DSRP PERMITS &amp; ARENA MEMBERSHIPS</b>		
	(a) OUTDOOR ONLY DAILY USE PERMIT	\$5.00 Per Day   Per Horse		\$5.00 Per Day   Per Horse/Bike
	(b) OUTDOOR RIDING ANNUAL MEMBERSHIP- (Oct 1 - Sept 30)	\$50.00 Per Person   Per Year		\$50.00 Per Person   Per Year
	(b) INDOOR & OUTDOOR ARENA DAY USE PERMIT	\$20.00 Per Day   Per Horse		
	(c) INDIVIDUAL HORSEBACK RIDING ANNUAL MEMBERSHIP - (Oct 1 - Sept 30)	\$200.00 Per Person   Per Year		
	(d) FAMILY HORSEBACK RIDING ANNUAL MEMBERSHIP - (Oct 1 - Sept 30)	\$500.00 Per Family (2-4 persons)   Per Year		
	(e) EACH ADDITIONAL FAMILY MEMBER ADDED - (Oct 1 - Sept 30)	\$100.00 Per Family Member more than 4 (5+)		
	(f) OUTDOOR RIDING ANNUAL MEMBERSHIP- (Oct 1 - Sept 30)	\$50.00 Per Person   Per Year		
	(g) TRAINER ANNUAL MEMBERSHIP - (Oct 1 - Sept 30)	\$400.00 Per Trainer   Per Year		
	<del>(h) STUDENTS OF TRAINERS w/ DSRP ANNUAL MEMBERSHIPS</del>	<del>\$180.00 Per Student   Per Year</del>		
	(h) YOUTH MEMBERSHIP	Does not exist		\$100.00   Per Person   Per Year
	(i) COGGINS CERTIFICATE MUST BE WITH PERSON & HORSE DURING PARK USE			
	(j) LIABILITY WAIVER MUST BE SIGNED BY EACH DAY USE PERMIT HOLDER			
	(k) PERMIT MUST BE DISPLAYED IN VEHICLE & ON PERSON DURING PARK USE			
<b>17.6</b>	<b>OVERNIGHT PRIMITIVE CAMPING SITE</b>	<b>Current Structure 2020</b>		<b>Proposed Structure &amp; Rates 2021</b>
	(a) TENT CAMPING PRIMITIVE SITE	\$10.00 Per Vehicle   Per Day		\$20.00 Per Vehicle   Per Night
	(b) PERMIT MUST BE DISPLAYED ON VEHICLE			
	(c) SHOWER PASS			
<b>17.7</b>	<b>EVENT CENTER FACILITIES (FULL DAY = 12hrs; HALF DAY = 6 HOURS)</b>	<b>ARENA RENTAL</b>		
<b>17.7.1</b>	<b>LARGE &amp; SMALL INDOOR ARENAS &amp; VIP BOOTHS</b>	<b>Current Structure 2020</b>		<b>Proposed Structure &amp; Rates 2021</b>
	(a) LARGE INDOOR ARENA - WEEKDAY (MONDAY - THURSDAY)	Full Day   \$400.00 Per Day		
	(b) LARGE INDOOR ARENA - WEEKEND (FRIDAY - SUNDAY)	Full Day   \$900.00 Per Day		
	(c) LARGE INDOOR ARENA - WEEKDAY (MONDAY - THURSDAY)	Half Day   \$225.00 Per Day		
	(d) LARGE INDOOR ARENA - ADDITIONAL HOURS FOR BOOKED RENTALS	Each Hour   \$40.00 Per Hour		Each Hour   \$50.00 Per Hour

	<del>(e) LARGE INDOOR ARENA – RENTAL OF 75+ STALLS</del>	EARN A \$50% DISCOUNT OFF LARGE ARENA FEE	
	(f) SMALL INDOOR ARENA - WEEKDAY (MONDAY - THURSDAY)	Full Day   \$200.00 Per Day	
	(g) SMALL INDOOR ARENA - WEEKEND (FRIDAY - SUNDAY)	Full Day   \$350.00 Per Day	
	(h) SMALL INDOOR ARENA - WEEKDAY (MONDAY - THURSDAY)	Half Day   \$100.00 Per Day	
	(i) SMALL INDOOR ARENA - ADD ON HOURS FOR BOOKED RENTALS	Each Hour   \$25.00 Per Hour	
	<del>(j) LARGE &amp; SMALL INDOOR ARENA – WEEKDAY (MONDAY – THURSDAY)</del>	<del>Full Day   \$500.00 Per Day</del>	
	<del>(k) LARGE &amp; SMALL INDOOR ARENA – WEEKEND (FRIDAY – SUNDAY)</del>	<del>Full Day   \$1,100.00 Per Day</del>	
	(l) LARGE & SMALL INDOOR ARENA – WEEKDAY (MONDAY – THURSDAY)	Half Day   \$300.00 Per Day	
	<del>(m) LARGE &amp; SMALL INDOOR ARENA – ADD ON HOURS FOR BOOKED RENTALS</del>	<del>Each Hour   \$30.00 Per Hour</del>	
	(n) VIP BOOTH	Full Day   \$150.00   Per Booth   Per Event	
	(o) ARENA-AFTER HOURS FEE	Does not exist	Each Hour   \$150.00 Per Hour
<b>17.7.2</b>	<b>LARGE &amp; SMALL SPECIAL EVENT CENTER ROOMS</b>	<b>Current Structure 2020</b>	<b>Proposed Structure &amp; Rates 2021</b>
	(a) LARGE EVENT ROOM - WEEKEND (FRIDAY - SUNDAY)	Full Day   \$1,500.00 PER DAY	
	<del>(b) LARGE EVENT ROOM – WEEKEND (FRIDAY – SUNDAY) w/out F&amp;B</del>	<del>Full Day   \$1,000.00 PER DAY</del>	
	(c) LARGE EVENT ROOM - WEEKEND (FRIDAY - SUNDAY)	Half Day   \$800.00 PER DAY	
	<del>(d) LARGE EVENT ROOM – WEEKEND (FRIDAY – SUNDAY) w/out F&amp;B</del>	<del>Half Day   \$600.00 PER DAY</del>	
	(e) LARGE EVENT ROOM - WEEKDAY (MONDAY - THURSDAY)	Full Day   \$750.00 PER DAY	
	<del>(f) LARGE EVENT ROOM – WEEKDAY (MONDAY – THURSDAY) w/out F&amp;B</del>	<del>Full Day   \$500.00 PER DAY</del>	
	(g) LARGE EVENT ROOM - WEEKDAY (MONDAY - THURSDAY)	Half Day   \$500.00 PER DAY	
	<del>(h) LARGE EVENT ROOM – WEEKDAY (MONDAY – THURSDAY) w/out F&amp;B</del>	<del>Half Day   \$350.00 PER DAY</del>	
	(i) LARGE EVENT ROOM - ADDITIONAL HOURS FOR BOOKED RENTALS	Each Hour   \$75.00 Per Hour	
	(j) SMALL EVENT ROOM - WEEKEND (FRIDAY - SUNDAY)	Full Day   \$800.00 PER DAY	
	<del>(k) SMALL EVENT ROOM – WEEKEND (FRIDAY – SUNDAY) w/out F&amp;B</del>	<del>Full Day   \$500.00 PER DAY</del>	
	(l) SMALL EVENT ROOM - WEEKEND (FRIDAY - SUNDAY)	Half Day   \$400.00 PER DAY	
	<del>(m) SMALL EVENT ROOM – WEEKEND (FRIDAY – SUNDAY) w/out F&amp;B</del>	<del>Half Day   \$300.00 PER DAY</del>	
	(n) SMALL EVENT ROOM - WEEKDAY (MONDAY - THURSDAY)	Full Day   \$400.00 PER DAY	
	<del>(o) SMALL EVENT ROOM – WEEKDAY (MONDAY – THURSDAY) w/out F&amp;B</del>	<del>Full Day   \$250.00 PER DAY</del>	
	(p) SMALL EVENT ROOM - WEEKDAY (MONDAY - THURSDAY)	Half Day   \$250.00 PER DAY	
	<del>(q) SMALL EVENT ROOM – WEEKDAY (MONDAY – THURSDAY) w/out F&amp;B</del>	<del>Half Day   \$175.00 PER DAY</del>	
	(r) SMALL EVENT ROOM - ADDITIONAL HOURS FOR BOOKED RENTALS	Each Hour   \$50.00 Per Hour	
<b>17.7.3</b>	<b>ENTIRE EVENT CENTER (EXCLUDES STALLS &amp; RV HOOKUPS)</b>	<b>Current Structure 2020</b>	<b>Proposed Structure &amp; Rates 2021</b>
	(a) EVENT CENTER	Full Day   \$3,000 Per Day	
	(b) EVENT CENTER - ADD ON HOURS FOR BOOKED RENTALS	Each Hour   \$75.00 Per Hour	
<b>17.7.4</b>	<b>VENDOR HALL/FRONT PORCH</b>	<b>Current Structure 2020</b>	<b>Proposed Structure &amp; Rates 2021</b>
	(a) VENDOR HALL/FRONT PORCH	Full Day   \$400.00 Per Day	
	(b) VENDOR HALL/FRONT PORCH	Half Day   \$250.00 Per Day	
	(c) VENDOR HALL/FRONT PORCH - ADD ON HOURS FOR BOOKED RENTALS	Each Hour   \$35.00 Per Hour	
	(d) VENDOR HALL/FRONT PORCH - ELECTRICAL	Doesn't Exist Currently	
<b>17.7.5</b>	<b>KITCHEN &amp; CONCESSION STAND</b>	<b>Current Structure 2020</b>	<b>Proposed Structure &amp; Rates 2021</b>
	(a) KITCHEN	Full Day   \$300.00 Per Day	
	<del>(b) KITCHEN-</del>	<del>Half Day   \$250.00 Per Day</del>	
	(c) KITCHEN - ADD ON HOURS FOR BOOKED RENTALS	Each Hour   \$25.00 Per Hour	
	(d) CONCESSION STAND-NEW ADDITION	Full Day   \$200.00 Per Day	
	<del>(e) CONCESSION STAND</del>	<del>Half Day   \$100.00 Per Day</del>	

	(f) CONCESSION STAND - ADD ON HOURS FOR BOOKED RENTALS	Each Hour   \$25.00 Per Hour	
<b>17.7.6</b>	<b>SET-UP, REMOVAL &amp; CLEANING</b>	<b>Current Structure 2020</b>	<b>Proposed Structure &amp; Rates 2021</b>
	<del>(a) SET-UP - ADDITIONAL PANELS W/OUT STAFF SET-UP</del>	<del>\$1.00 Per Panel</del>	
	(b) SET-UP - ADDITIONAL PANELS W/ STAFF SET-UP	\$2.50 Per Panel + Hourly Staff Charge	
	(c) SET-UP - HOURLY STAFF FEE	Each Hour   \$25.00 Per Staff Member	
	(d) PORTABLE BLEACHER SET-UP	\$100.00 Per Set	
	(e) STAGE SET-UP & TAKE DOWN EVENT ROOM	\$50.00 Per Event	
	(f) STAGE SET-UP & TAKE DOWN ARENA	\$50.00 Per Event	
	<del>(g) DAMAGE / CLEANING DEPOSIT</del>	<del>Equal to half base rental fee</del>	
<b>17.8</b>	<b>RECREATIONAL VEHICLE CAMPING SITES</b>	<b>Current Structure 2020</b>	<b>Proposed Structure &amp; Rates 2021</b>
	(a) RV SITES - 30AMP	Per Day   \$40.00 Per Vehicle	Per Night   \$45.00 Per Vehicle
	(b) RV SITES -	Permit must be displayed on windshield	
	(c) RV SITES - 50AMP (Take up 2 Electrical Boxes)	Doesn't currently exist	Per Night   \$60.00 Per Vehicle
<b>17.9</b>	<b>ENTIRE PARK: ALL FACILITIES AT PARK (ENTIRE EVENT CENTER, OUTDOOR ARENA, TRAILS, ROUND PEN; EXCLUDES RANCH HOUSE &amp; SMALL BARN)</b>		
(a)	(a) ENTIRE PARK	Full Day   \$4,000.00 Per Day	
(b)	(b) ENTIRE PARK - ADD ON HOURS FOR BOOKED RENTALS	Each Hour   \$75.00 Per Hour	
<b>17.1</b>	<b>EQUIPMENT RENTALS</b>	<b>Current Structure 2020</b>	<b>Proposed Structure &amp; Rates 2021</b>
	(a) TABLES	Per Day   \$5.00 Each	Per Day   \$8.00 Each
	(b) CHAIRS	Per Day   \$.50 Each	Per Day   \$15.00 Per Cart (25 Chairs)
	(c) <del>WATER &amp; DRAG FEES DURING EVENT</del>	Per Day   \$100.00	Per Day   \$25.00 Per Drag   Min. \$100.00/day (Includes 4 Drags)
	(c) WATER & DRAG FEES DURING EVENT		Per Day   \$50.00 Per Drag   Min. \$100.00/day (Includes 2 Drags)
	(d) ARENA PACKING	Per Event   \$450.00	Per Event   \$1500.00 Per Event
	<del>(e) EQUIPMENT RENTAL DURING EVENT (Tractor/ Drag/Water)</del>	<del>Per Day   \$150.00</del>	
	(f) KAWASAKI MULE	Per Day   \$25.00	Recommend removal & propose creation of rental fleet
	<del>(g) JOHN DEERE MULE</del>	<del>Per Day   \$25.00</del>	
	(h) SPECIAL DIRT NEEDS	TBD assessig fee based on per event requirements	
	(i) LASER TIMER	Per Event   \$25.00	
	(j) JUMP SET (Set fees are additional)	Per Event   \$650.00	Each Day   \$250.00 Per Day
	(k) JUMP SET UP FEES	Each Hour   \$25.00 Per Staff Member	Each Hour   \$25.00 Per Hour   1 Hour Min.
<b>17.11</b>	<b>CUSTODIAL FEES CLEANING FEES</b>	<b>Current Structure 2020</b>	<b>Proposed Structure &amp; Rates 2021</b>
	(a) ENTIRE PARK EVENT	Per Day   \$1000.00	
	(b) ENTIRE EVENT CENTER FACILITY	Per Event   \$750.00	
	(c) LARGE INDOOR ARENA	Per Day   \$300.00	
	(d) SMALL INDOOR ARENA	Per Event   \$150.00	
	(e) OUTDOOR ARENA	Per Event   \$100.00	
	(f) LARGE SPECIAL EVENT ROOM	Per Event   \$350.00	
	<del>(g) LARGE SPECIAL EVENT ROOM w/out F&amp;B</del>	<del>Per Event   \$250.00</del>	
	(h) SMALL SPECIAL EVENT ROOM	Per Event   \$200.00	
	<del>(i) SMALL SPECIAL EVENT ROOM w/out F&amp;B</del>	<del>Per Event   \$150.00</del>	
	(j) VENDOR HALL / FRONT PORCH	Per Event   \$150.00	
	(k) KITCHEN	Per Event   \$150.00	
	(l) CONCESSION STAND	Per Event   \$75.00	
	(m) FIELDS & TRAILS	Per Event   \$200.00	
	(n) VIP BOOTHS	Per Event   \$25.00	

17.12	ELECTRICAL REQUESTS	Current Structure 2020	Proposed Structure & Rates 2021
	(a) LARGE AMP PLUGS	Per Event   \$35.00 Per Box	
	(b) DIRECT PLUG INTO TRANSFORMER	Per Event   \$50.00 Per Plug	
	(c) EXTENSION CORDS	does not exist	Per Event   \$40.00 Per Item
17.13	SOUND SYSTEM	Current Structure 2020	Proposed Structure & Rates 2021
	(a) SOUND SYSTEM & MIC RENTAL	Per Event   \$50.00 Per Day	Per Event   \$75.00 Per Day
	(b) PROJECTOR SCREEN RENTAL	Per Event   \$50.00 Per Day	
	(c) AUDIO VISUAL ENGINEER	Fee TBD per event needs	
	(d) PORTABLE SOUND SYSTEM RENTAL	Does not exist	Per Event   \$25.00 Per Day
17.14	RECREATIONAL VEHICLE DUMP	Current Structure 2020	Proposed Structure & Rates 2021
	(a) RV DUMP FEE	Per Usage   \$20.00	
17.15	DAMAGE FEES & FINES	Current Structure 2020	Proposed Structure & Rates 2021
	(a) No glass containers are allowed on premises of DSRP and Event Center. This includes outdoor spaces. Failure to comply with this policy will result in a \$500.00 fine.	Per Infraction Fine   \$500.00	
	<del>(b) Damages to the rental space, facilities or any part of the Dripping Springs Ranch Park and Event Center property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fees.</del>		
	(c) Events will be required to complete a damage waiver and complete a credit card authorization form. In the event of damage to a rental, the credit card will be charged for the repair amount.	does not exist	
17.16	<del>REFUNDABLE SECURITY DEPOSIT OF 50% OF THE RENTAL FEES LISTED ABOVE WITH AN ASTERISK (*) IS REQUIRED TO BE PAID IN ADDITION TO THE RENTAL FEE AT LEAST 10 DAYS PRIOR TO THE EVENT DATE.</del>		
17.17	BUSINESS OPPORTUNITIES (NON-PEAK)	Current Structure 2020	Proposed Structure & Rates 2021
	(a) Authority to allow rental available space (14 days from event) at 50% of base rental fee.	does not exist	
	(b) General use rental rate-booked 14 or less days in advance for unused space	does not exist	\$75.00 Hour, min.: 2 hour rental, max: 4 hours
17.18	SPECIAL FEES	Current Structure 2020	Proposed Structure & Rates 2021
	(a) Holiday Fee-Events booked on city holiday or holiday weekends	does not exist	Per Event   20% Fee
	(b) After Hours Fee-Assessed to events that extend beyond business hours.	does not exist	Per Hour   \$ 150.00 Per Extended Hour
	(c) Administrative Fee-Assessed to last minute changes to event (30 days), etc.	does not exist	Per Item   \$250.00
17.19	CLINIC RATES & FEES	Current Structure 2020	Proposed Structure & Rates 2021
	(a) Authority to create market equitable fees associated with hosting clinics for the community.	does not exist	
17.2	PROGRAMMING	Current Structure 2020	Proposed Structure & Rates 2021
	(a) Authority to create fees associated with in-house and contracted programming.	does not exist	

**CITY OF DRIPPING SPRINGS**

**MASTER FEE SCHEDULE**

**ARTICLE A1.000 (GENERAL PROVISIONS)**

**A1.001 Adopted by reference**

- (a) The fee schedule for the city shall be interpreted as that ordinance enacted by the city council, as may be amended, which sets out the standard charges and costs imposed by the city.
- (b) Any reference to the “Fee Schedule” or “Appendix A” of the Code of Ordinances shall mean the current, most recently enacted version of the fee schedule regardless of whether it is published in the Code of Ordinances.
- (c) Copies of the current Master Fee Schedule can be obtained on the City’s website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), or by request to the city secretary.

\* \* \*

**SECTION 3. SITE DEVELOPMENT**

**3.9 Refiling Fee** (for site development applications that are disapproved after resubmittal where the same project is refiled within twelve months of disapproval)

25% of the base fee paid for Site Development Permit Applications plus any consultant or other fees required for the review of the refiling.

**SECTION 4. SUBDIVISION**

**4.22 Refiling Fee** (for plat applications that are disapproved after resubmittal where the same project is refiled within twelve months of disapproval)

25% of the base fee paid for the Plat Application plus any consultant or other fees required for the review of the refiling

\* \* \*



## SECTION 17. DRIPPING SPRINGS RANCH PARK FEES

**17.1 Fees and Rates:** (a) Pursuant to Chapter 284 of the Texas Local Government Code, there is hereby levied and assessed and shall be collected the application fees and public rights-of-way use rates set forth below.

(b) A booking fee is due at the time of booking if booked two years or less in advance of the event to save the date. If the booking is more than two years prior to the event then the booking fee is due two years prior to the event to reserve the date. The booking fee is two hundred and fifty dollars (\$250) for non-profits and residents and five hundred dollars (\$500) for all other rentals. The base room rental fee is due six months prior to the first day of the event to keep the event. The booking fee is non-refundable, but will be used towards any incurred fees for the event.

### **17.2 Fields 1, 2, 3 & 4 and Trails**

- (a) Full Day: \$100.00/field/day
- (b) Trails: \$450.00/event
- (c) Market Hourly Rate

### **17.3 Stalls**

- (a) Event Center Stalls Full Day: \$25.00/stall/day
- (b) Small Barn Boarding Stalls: ~~\$15075.00~~/stall/month
- (c) Shavings: ~~\$98.00~~/bag (sales tax included)
- (d) Grounds Fee: \$10.00/horse/day

### **17.4 Outdoor Arena**

- (a) Full Day: \$150.00/day, if rented with Event Center Facility, \$75.00/day
- (b) Outdoor Arena Lights: \$25.00/night
- (c) Use of the Concession Stand, Announcers Stand and Public Address System ~~comes with the rental of the Outdoor Arena.~~ Per Event-\$50 per day
- (d) Local 4H and Future Farmers of America groups are exempt for paying Outdoor Arena fees for practices (Outdoor Arena fees apply to these groups for any organized use of the Arena).

### **17.5 Horseback Riding throughout Park & Outdoor Arena**

- (a) Outdoor Daily Use Permit: \$5.00/day/horse/bike
- (b) Indoor Arena Day Pass Permit: \$20.00/day/horse
- (c) Individual Riding Membership: \$200.00/year
- (d) Family Riding Membership (1 – 4 persons): \$500.00/year
- (e) Each Additional Family Member added to Family Riding Membership (5+ persons): \$100.00/person/year
- (f) Annual Outdoor only Riding Membership Permit: \$50.00/person, per year
- (g) Trainer Membership: \$400.00/year
- (h) ~~Students of trainers with DSRP Membership: \$180.00/year~~ Youth Membership \$100.00/person who is under the age of eighteen, per year
- (i) Coggins Certificate must be on person during park use.
- (j) Liability waiver must be signed by each permit holder.

(k) Permit must be displayed in vehicle and on person during park use.

**17.6 Overnight Primitive Camping Site**

- (a) ~~\$2040.00/day~~night/vehicle
- (b) Permit must be displayed on vehicle.

**17.7 Event Center Facilities (Full Day is 12 hours; Half Day is 6 hours)**

17.7.1 Large & Small Indoor Arena & VIP Booths:

- (a) Large Indoor Arena: Full Day, Monday – Thursday: \$400.00/day
- (b) Large Indoor Arena: Full Day, Friday – Sunday: \$900.00/day
- (c) Large Indoor Arena: Half Day, Monday – Thursday: \$225.00/day
- (d) Large Indoor Arena: Each Additional Hour: ~~\$5040.00~~/hour  
~~Large Indoor Arena: Rental Fees of 75 or more stalls will result in a 50% arena rental fee discount.~~
- (e) Small Indoor Arena: Full Day, Monday – Thursday: \$200.00/day
- (f) Small Indoor Arena: Full Day, Friday – Sunday: \$350.00/day
- (g) Small Indoor Arena: Half Day, Monday – Thursday: \$100.00/day
- (h) Small Indoor Arena: Each Additional Hour: \$25.00/day  
~~Large & Small Indoor Arena: Full Day, Monday – Thursday: \$500.00/day~~  
~~Large & Small Indoor Arena: Friday – Sunday: \$1,100.00/day~~  
~~Large & Small Indoor Arena: Monday – Thursday: \$300.00/day~~  
~~Booth Indoor Arenas: Each Additional Hour: \$30.00/day~~
- (i) VIP Booth: Full Day: \$150.00/day/VIP Booth
- (j) Arena After Hours Fee: \$150.00 per hour. This is based on seasonal Business Hours and additional information may be obtained by calling the Event Center.

17.7.2 Large & Small Special Event Center Rooms

- (a) Large Event Room: Full Day, Friday – Sunday ~~with food and drinks:~~  
\$1,500.00/day  
~~Large Event Room: Full Day, Friday – Sunday with no food and drinks:~~  
~~\$1,000.00/day~~
- (b) Large Event Room: Half Day, Friday – Sunday ~~with food and drinks:~~ \$800.00  
~~Large Event Room: Half Day, Friday – Sunday with no food and drinks:~~  
~~\$600.00~~
- (c) Large Event Room: Full Day, Monday – Thursday ~~with food and drinks:~~  
\$750.00  
~~Large Event Room: Full Day, Monday – Thursday with no food and drinks:~~  
~~\$500.00~~
- (d) Large Event Room: Half Day, Monday – Thursday ~~with food and drinks:~~  
\$500.00  
~~Large Event Room: Half Day, Monday – Thursday with no food and drinks:~~  
~~\$350.00~~
- (e) Large Event Room: Special Event Room Each Additional Hour: \$75.00/hour
- (f) Small Event Room: Full Day, Friday – Sunday ~~with food and drinks:~~  
\$800.00/day

~~Small Event Room: Full Day, Friday – Sunday with no food and drinks:  
\$500.00/day~~

(g) ~~Small Event Room: Half Day, Friday – Sunday with food and drinks:  
\$400.00/day~~

~~Small Event Room: Half Day, Friday – Sunday no food and drinks: \$300.00/day~~

(h) ~~Small Event Room: Full Day, Monday – Thursday with food and drinks:  
\$400.00/day~~

~~Small Event Room: Full Day, Monday – Thursday no food and drinks:  
\$250.00/day~~

(i) ~~Small Event Room: Half Day, Monday – Thursday with food and drinks:  
\$250.00/day~~

~~Small Event Room: Half Day, Monday – Thursday no food and drinks:  
\$175.00/day~~

(j) Small Event Room: Each Additional Hour: \$50.00/hour

17.7.32 Entire Event Center (excludes stalls and RV Hookups)

(a) Full Day: \$3,000.00/day

(b) Each Additional Hour: \$75.00/hour

17.7.43 Vendor Hall/Front Porch\*

(a) Full Day: \$400.00/day

(b) Half Day: \$250.00/day

(c) Each Additional Hour: \$35.00/hour

17.7.54 Concession Kitchen & Concession Stand

(a) Concession Kitchen: Full Day: \$300.00/day

~~Concession Kitchen: Half Day: \$250.00/day~~

(b) Concession Kitchen: Each Additional Hour: \$25.00

(c) Concession Stand: Full Day: \$200.00/day

~~Concession Stand: Half Day: \$100.00/half day~~

(d) Concession Stand: Each Additional Hour: \$25.00/hour

17.7.65 Set-Up, Removal and Cleaning

~~Additional Panels not including set-up: \$1.00/panel~~

(a) Additional Panels including set-up: \$2.50/panel + hourly staff charge

(b) Hourly Staff Charge for Panel Set-Up: \$25.00/hour/staff member

(c) Special Portable Bleacher set-up: \$100.00/set

(d) Stage set-up or removal in Special Event Room(s): \$50.00/event/stage

(e) Stage set-up in Arena(s): \$50.00/event/stage

~~Security/Cleaning Deposit equal to 1/2 base rental fee required.~~

**17.8 Recreational Vehicle Site with Hook-Ups**

(a) Recreational Vehicle Site with 30 amp: \$4045.00/day

(b) Permit must be displayed on vehicle.

(c) Recreational Vehicle Site with 50 amp (Take up 2 Parking Spots): \$60.00/night/vehicle

**17.9 Entire Park: All Facilities at Park (Entire Event Center, Outdoor Arena, Round Pen; Excludes Ranch House)**

- (a) Full Day: \$4,000.00
- (b) Each Additional Hour: \$75.00

**17.10 Equipment Rentals**

- (a) Tables: ~~\$58.00~~/each, per day
- (b) Chairs: ~~\$0.50/each~~ 15.00 per cart (25 chairs), per day
- (c) ~~Water/~~Drag Fees during Event (includes up to 4 drags): \$100.00/day
- (d) Water/Drag Additional Fee (includes two drags): \$100/day
- (e) Additional Drags Add on: \$25 each drag
- (f) Arena Packing: \$450.00/event  
Equipment Rental during Event (Tractor/Drag/Water): \$150.00/day  
Kawasaki Mule: \$25.00/day  
John Deere Mule: \$25.00/day
- (g) Special Dirt Needs: TBD at assessment per event specifications
- (h) Laser Timer: \$25.00/event
- (i) Jump Set (set fees are additional): ~~\$250.00/day~~ 650.00/event (set fees additional)
- (j) Jump Set up fee: \$25.00/hour/~~staff member~~ one hour minimum
- (k) Barrel Racing and Reining Drag Package: \$300.00 per day

**17.11 Custodial Cleaning Fees**

- (a) Event Park: \$1,000.00/day
- (b) Event Center Entire Facility: \$750.00/event
- (c) Large Indoor Arena: \$300.0/day
- (d) Small Indoor Arena: \$150.00/event
- (e) Outdoor Arena: \$100.00/event
- (f) Large Special Event Room: ~~with food and drinks:~~ \$350.00/event
- (g) ~~Large Special Event Room: without food and drinks:~~ \$250.00/event
- (h) Small Special Event Room: ~~with food and drinks:~~ \$200.00/event
- (i) ~~Small Special Event Room: without food and drinks:~~ \$150.00/event
- (j) Vendor Hall/Front Porch: \$150.00/event
- (k) Concession Kitchen: \$150.00/event
- (l) Concession Stand: \$75.00
- (m) Fields/Trails: \$200.00/event
- (n) VIP Booth: \$25.00/booth/event

**17.12 Electrical Requests**

- (a) Large Amp Plugs: \$35.00/box (plug)
- (b) Direct Plug into Transformer: \$50.00/plug
- (c) Extension Cords: \$40.00/item/event

**17.13 Sound System**

- (a) Sound System Use: ~~\$50~~ 75.00/day
- (b) Projector/Screen Use: \$50.00/day

- (c) Audio/Visual Engineer: Fee TBD at assessment per event specifications.
- (d) Portable Sound System Rental: \$25.00/day

#### **17.14 Recreational Vehicle Dump**

- (a) \$20.00/occurrence

#### **17.15 Damages & Fines**

- (a) No glass containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes outdoor spaces. Failure to comply with this policy will result in a \$500.00 fine.  
~~Damages to the rental space, facilities or any part of the Dripping Springs Ranch Park and Event Center property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.~~
- (b) Events will be required to complete a damage waiver and complete a credit card authorization form. In the event of any damage, the user will be contacted to either pay for the damages or, if the user does not for pay the damages or is unavailable, the damage costs will be charged to the credit card on file.

~~\*17.16 Refundable Security Deposit of 50% of the rental fees listed above with an asterisk (\*) is required to be paid in addition to the rental fee at least (10) days prior to the event/use.~~

#### **17.16 Business Opportunities (non-peak)**

- (a) Event Center Manager may allow rental available space (14 days from event) at 50% of base rental fee.
- (b) Event Center Manager may allow general use rental rate-booked 14 days or less days in advance for unused event space \$75.00 per hour/minimum 2 hours rental-maximum 4 hours rental.

#### **17.17 Special Fees**

- (a) Holiday Fee-Events booked on city holiday or holiday weekends: 20% additional fee per event.
- (b) After Hours Fee-Assessed to events that extend past business hours: \$150 per extended hour. Business hours are set by the Event Center Manager based on the season. Additional information related to business hours may be obtained by contacting the Event Center.

#### **17.18 Special Events and Programming**

Special fees for events, clinics, and programming may be set by the DSRP Board in consultation with the Parks and Recreation Director and Event Center Manager by written agreement to be executed by the City Administrator.

### **SECTION 18. FEE DISCOUNTS AND WAIVERS**

- 18.1 Fee Discounts and Waivers Discouraged:** Fee discounts and waivers are discouraged. The City of Dripping Springs' fees are based on the actual cost to the City for providing the goods, services, and reviews.

**18.2 Request for Discounted Fees:** Any person may submit an application for a fee waiver at the time of application for the underlying permit or service. The City Administrator shall review each request and may approve up to a ten percent (10%) fee waiver based on the application and whether such discount will serve a public purpose. The City Administrator's decision is final. An application under this section cannot be made if another discount based on a previous agreement with the City has been granted including but not limited to:

- (1) Sponsorship Agreements; and
- (2) Development Agreements

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2020-\_\_\_\_\_**

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 3: SITE DEVELOPMENT AND SECTION 4: SUBDIVISIONS; AND SECTION 17: DRIPPING SPRINGS RANCH PARK; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS,** the City is required to review site plan and subdivision applications within a specific amount of time as required by Chapter 212 of the Texas Government Code; and

**WHEREAS,** an applicant can submit an application and the City can disapprove of the application with specific criteria and must allow one resubmittal by the applicant to be reviewed within a specific period of time; and

**WHEREAS,** the City can disapprove a resubmittal if the resubmittal does not address the City’s comments and the City requires refiling after the resubmission if it is disapproved; and

**WHEREAS,** the City wishes to adequately reflect the cost to the City of reviewing a refiling after disapproval of the resubmittal; and

**WHEREAS,** the City acknowledges that the time and cost of reviewing a refiling of a subdivision or site plan is less than the review costs of an initial review; and

**WHEREAS,** the City acknowledges that the cost of park services changes over time and should be updated; and

**WHEREAS,** the City Council finds that the attached schedule of fees is reasonable and prudent in light of the municipal resources expended in the review of site plan and subdivision refiling; 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 fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City.

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

## 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

## 2. ENACTMENT

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances, Sections 3 and 4 are amended so to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment "A".

## 3. REPEALER

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

## 4. SEVERABILITY

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

## 5. CODIFICATION

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

## 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

## 7. PROPER NOTICE & MEETING

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

**PASSED & APPROVED** this, the 8<sup>th</sup> day of September 2020, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.



**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



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

**Submitted By:** Michelle Fischer, City Administrator

**Council Meeting Date:** September 8, 2020

**Agenda Item Wording:** **Discuss and consider approval of an Amendment to the Hotel Occupancy Tax Grant Program Funding Agreement between the City of Dripping Springs and the Hill Country Alliance**

**Agenda Item Requestor:** Karen Ford, Hill Country Alliance

**Summary/Background:** The City Council approved a Hotel Occupancy Tax Funding Agreement with the Hill Country Alliance for the Rainwater Revival and Hill Country Living Festival on September 17, 2019. The city awarded and transferred the \$3,500 in grant funds to the Hill Country Alliance. The agreement was amended on May 2020 since COVID-19 required the event to be rescheduled to October. Now the event has been changed to a virtual event due to the pandemic. Therefore, the agreement needs to be amended again.

The Hill Country Alliance desires to provide marketing and advertising services for the City. The city will be recognized as a festival partner and will receive the following:

- a. City of DS to spotlighted on the FESTIVAL event website as Partner, with link to City website.
- b. Spotlight Destination DS in virtual marketplace that includes: - Organization name - 1-2 sentences about the org (include keywords) - Links to primary website and primary social media - Organization logo and/or photo - Link to a promotional video that city creates (30-90 seconds) - Content remains up and promoted from Oct 1 to end of 2020.
- c. LIVE mentions during online broadcast of City of DS as stargazing, birdwatching and rainwater harvest mecca for the Texas Hill County.
- d. Feature Dripping Springs Destination & Attractions in HCA Newsletters. Three posts between now and end of 2020. They will work with Pam Owens at Destination DS for message/content/attraction. Examples include the Oct Dripping with Taste Trail; Birds, Blooms & Butterflies in Oct; Stargazing in Dripping (Oct is Hill Country Night Sky Month).

e. HCA and/or Hill Country Living FESTIVAL Facebook posts (Three): Specially written and designed social media content supporting the features above.

The Hill Country Alliance will also recognize the city as a Hill Country Night Sky Month Partner and do the following:

- a. City of DS to spotlighted as Partner on the HC Night Sky Month web page, equivalent to the Shooting Star Sponsor, valued at \$500.
- b. Facebook post (2) during October focused on 1) DS as Night Sky City and early adopter, and 2) places to stay and star gaze (link to DDS lodging)

**Recommended Council Actions:**

Approve the revised Hotel Occupancy Tax Funding Agreement

**Attachments:**

Request letter from Hill Country Alliance; revised agreement with revised grant application; current agreement.

**Next Steps/Schedule:**

Inform Hill County Alliance of City Council decision; if approved, the city's Communications Director and Parks & Community Services department will work with Hill Country Alliance on the marketing and advertising services for the city.



September 1, 2020

Councilmember Taline Manassian  
[tmanassian@cityofdrippingsprings.com](mailto:tmanassian@cityofdrippingsprings.com)  
 Michelle Fischer, City Administrator  
[mfischer@cityofdrippingSprings.com](mailto:mfischer@cityofdrippingSprings.com)  
 City of Dripping Springs, TX

Dear Councilmember Manassian and Ms. Fischer,

We're excited to announce that we are moving our Hill Country Living FESTIVAL + Rainwater Revival **ONLINE!** The event is scheduled for **Saturday, October 24, 2020**, and our team is busy creating new ways to showcase our partners, vendors, and educators – and expand our audience – for a day of educational and entertaining online programming!

We are creating an interactive online experience complete with live streaming, engaging how-to demonstrations, and a virtual marketplace located within the event website and an actively promoted part of our online event.

With regard to the \$3,500 HOT grant we received from the City of Dripping Springs to promote this event, originally scheduled for April 4, 2020 at DS Ranch Park, we would like honor our partnership with the City of Dripping Springs with the following recommendations of how we can promote your city as a destination with much to offer our Hill Country Alliance and FESTIVAL audiences.

**1. Hill Country Living FESTIVAL Partner.**

- a. City of DS to spotlighted on the **FESTIVAL event website as Partner**, with link to City website
- b. Spotlight Destination DS in our **virtual marketplace**, that includes:
  - Organization name
  - 1-2 sentences about the org (include keywords)
  - Links to primary website and primary social media
  - Organization logo and/or photo
  - Link to a promotional video that you create (30-90 seconds)
  - Content remains up and promoted from Oct 1 to end of 2020.
- c. **LIVE mentions** during online broadcast of City of DS as stargazing, birdwatching and rainwater harvest mecca for the Texas Hill County
- d. Feature Dripping Springs Destination & Attractions in **HCA Newsletters**. Three posts between now and end of 2020. Will work with Pam Owen at Destination DS for message/content/attraction. Examples include the Oct Dripping with Taste Trail; Birds, Blooms & Butterflies in Oct; Stargazing in Dripping (Oct is Hill Country Night Sky Month). Note: HCA newsletter reaches 10K inboxes.
- e. HCA and/or Hill Country Living FESTIVAL Facebook posts (Three): Specially written and designed social media content supporting the features above.

**2. Hill Country Night Sky Month Partner**

- a. City of DS to spotlighted as Partner on the HC Night Sky Month web page, equivalent to the Shooting Star Sponsor, valued at \$500.
- b. Facebook post (2) during October focused on 1) DS as Night Sky City and early adopter, and 2) places to stay and star gaze (link to DDS lodging)

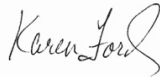
As you know, we are facing unprecedented times. While we would have loved to host an in-person Hill Country Living FESTIVAL + Rainwater Revival in Dripping Springs this year, given our target demographic, our volunteer base, and our vendor preferences, we felt it was absolutely best for the success of the event, and the health of our community, to transition to an online event as early as possible. We feel confident that the promotions opportunities listed above will bring a new, bigger audience to see all the wonderful things that Dripping Springs has to offer our region and our state, and we hope you'll agree.

If you have any questions at all, don't hesitate to reach out!

Sincerely,



Katherine Romans  
Executive Director  
Hill Country Alliance



Karen Ford  
Owner / Event Planner  
WaterPR / Hill Country Living FESTIVAL + Rainwater Revival

**HOTEL OCCUPANCY TAX (HOT) GRANT PROGRAM  
AMENDED FUNDING AGREEMENT**

This Amended Agreement made and entered into this, the 12th day of May 2020, and between the City of Dripping Springs, Texas (hereinafter referred to as the "City") and Hill Country Alliance, is understood and agreed to be as set forth herein.

**RECITALS:**

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

**WHEREAS,** the continued promotion and growth of the tourism industry will enhance the City, and insure to its benefit; and

**WHEREAS,** there is available a seven percent (7%) Hotel Occupancy Tax, authorized by state statute, the proceeds of which can be utilized by the City to promote tourism, and enhance the arts and historical preservation of the City; and

**WHEREAS,** the City Council has deemed it to be in the best interest of Dripping Springs to accomplish the goals as set forth above, and to enact and approve a seven percent (7%) Hotel-Motel Occupancy Tax, the proceeds of which can be devoted to the foregoing purposes; and

**WHEREAS,** the City Council deems it to be in the public interest to promote tourism and increased hotel occupancy through the execution of certain limited funding agreements that award grants financed by a portion of the proceeds from the collection of Hotel-Motel Occupancy Tax revenue; and

**WHEREAS,** the City's Hotel Occupancy Tax Committee reviewed various funding proposals and made a recommendation regarding the grant described herein; and

**WHEREAS,** the City Council approved the expenditure of the grant funds in the Fiscal Year 2020 Budget through the approval of Ordinance No. 2019-32 on September 17, 2019; and

**WHEREAS,** the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on September 17, 2019; and

**WHEREAS,** the Hill Country Alliance rescheduled its event to October 2020 due to the pandemic.

**NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:**

## 1. PARTIES

The parties to this Agreement shall be the City of Dripping Springs (City), and the Hill Country Alliance, a nonprofit corporation organized under the laws of the State of Texas.

## 2. FINDINGS

The parties hereby agree that the project(s) described in the Recipient's funding application ("Exhibit "A") promotes tourism.

## 3. GRANT

The City has transferred as a grant a portion of the Fiscal Year 2020 Hotel Occupancy Tax funds to Hill Country Alliance for Hill Country Living Festival+ Rainwater Revival Event in an amount of Three Thousand Five Hundred Dollars (\$3,500.00).

## 4. SERVICES

In exchange for the grant described above, Hill Country Alliance hereby agrees to utilize the grant funds in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) for the purposes as described in Exhibit A and below, which directly enhance and promote tourism and the convention and hotel industry; advertise and promote the city and its vicinity; and, enhance the arts, in which participants are tourists to the city. The expenditures must be completed by October 31, 2020.

Marketing, advertising and promotional materials for event.

## 5. REQUIREMENTS

**5.1** Recipient must ensure that all Dripping Springs lodging and their current contact information are listed on information provided to registrants, vendors, and event attendees, including event websites, funded by the grant. Also, all Dripping Springs hoteliers must be made aware of the event, have access to mailing lists, and have sufficient time to participate in the bidding process for both primary bookings and overflow.

**5.2** If grant funds are used for advertising, the City Administrator must approve the final advertising copy prior to publishing or distribution for appropriate representation of the City of Dripping Springs, and local lodging.

**5.3** Promotional materials using grant funds are required to include the appropriate City of Dripping Springs branding as provided by the City Administrator. Also, any event sponsor signage is required to include the appropriate City of Dripping Springs brand; and

**5.4** Recipient must provide the City Administrator with two copies of all printed materials created with grant funds.

**6. EXTENDED DURATION**

This Agreement is commencing on June 1, 2020 and ending on October 31, 2020. Recipient must expend the grant funds during the term of this Agreement or remit the remaining balance back to the City.

**7. TERMINATION**

This Agreement may be terminated by either party prior to performance with or without cause upon written notification to the other party. After the Recipient has commenced performance of the obligations provided for in this Agreement, the City may terminate the Agreement only in instances of breach by the Recipient, at which time the Recipient shall reimburse to the City the amount of the grant not yet expended. If the Recipient terminates this Agreement after having received funds from the City, the Recipient shall reimburse the City the complete amount of the grant provided for herein.

**8. ACCOUNTING**

Prior to the expiration of this Agreement, an agent of the Recipient will submit a Post Event Report Form as provided by the City describing the status of the project and explaining how the grant funds were used. The report shall include expenditures covered by the funds provided by this Agreement, visitor attendance data from event surveys, and estimated number of visitors overnight stays due to the event/expenditure. Following submission of the Post Event Form, an agent of the Recipient may be required to attend a City Council meeting to personally account for the expenditures made in accordance with this Agreement, if requested to do so by the City Administrator.

**9. CONTACTS**

For purposes of this Agreement, communications may be sent as follows:

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

**To the Recipient:**  
Hill Country Alliance  
Attn: Katherine Romans  
1322 Highway 290 West, Suite D  
Dripping Springs, TX 78620

**10. INDEMNIFICATION**

The Recipient hereby releases, indemnifies, and holds the City, its employees and agents, harmless for any damages, injuries, or other claims resulting from Recipient's actions or inactions, or the conduct of Recipient's agents, employees, or contractors.

**11. INCLUSIVENESS**

This document represents the entire understanding between the parties. This Agreement may only



be amended in writing with the mutual consent of the parties.

**12. SEVERABILITY**

If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**WHEREFORE PREMISES AND, CONSIDERATION ACCEPTED, AND HEREBY AGREED:**

**CITY OF DRIPPING SPRINGS:**

**HILL COUNTRY ALLIANCE:**

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

\_\_\_\_\_  
Katherine Romans, Executive Director

May 19, 2020  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

Andrea Cunningham  
Andrea Cunningham, City Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title



be amended in writing with the mutual consent of the parties.

**12. SEVERABILITY**

If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**WHEREFORE PREMISES AND, CONSIDERATION ACCEPTED, AND HEREBY AGREED:**

**CITY OF DRIPPING SPRINGS:**

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

May 19, 2020  
Date

**ATTEST:**

Andrea Cunningham  
Andrea Cunningham, City Secretary



**HILL COUNTRY ALLIANCE:**

Katherine Romans  
Katherine Romans, Executive Director

May 22, 2020  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title



Application Date: July 10, 2019

HOT GRANT FUNDING PROGRAM APPLICATION

**Organizational Information**

Name of Organization/Business: Hill Country Alliance

Address: 1322 Highway 290 West, Suite D

City, State, Zip: Dripping Springs, TX 78620

Contact Name: Katherine Romans

Contact Phone/Email: 512-894-2214

Website Address: hillcountryalliance.org

Type of Business/Organization: non-profit organization

Non-Profit Status: 501(c)(3)

Tax ID Number: 26-0106908

Entity's Creation Date: December 2005

Purpose of Organization/Business:

The Hill Country Alliance (HCA) is a nonprofit organization whose purpose is to raise public awareness and build community support around the need to preserve the natural resources and heritage of the Central Texas Hill Country.

**Event/Project Information**

Name of Event/Project: Hill Country Living FESTIVAL + Rainwater Revival

Date of Event/Project: April 4, 2020

Location of Event/Project: Dripping Springs Ranch Park Event Center  
 Description of Event/project: A free, one-day educational event wrapped in a festival atmosphere an  
 Funding Amount Requested: 3500

How funds will be used, including itemized list of expenditures:

Marketing, advertising and promotions designed to reach and attract visitors from outside the Austin/Dripping Springs area, i.e. regional and statewide publications, both print and online. Banners and signage within Drinning Srrings

Percentage of Total Event/Project Cost Covered by HOT Funding: 7%

*Please indicate which Category or Categories apply to the Funding Request, and list the Amount Requested under each category:*

**Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both.

*Amount requested under this category:* \_\_\_\_\_

**Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants

*Amount requested under this category:* \_\_\_\_\_

**Advertising, Solicitation, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.**

*Amount requested under this category:* 3000

**Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tap and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

*Amount requested under this category:* \_\_\_\_\_

**Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historical sites or museums.**

*Amount requested under this category:* \_\_\_\_\_

**Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.**

Amount requested under this category: \_\_\_\_\_

How many individuals are expected to participate in the sporting related event? \_\_\_\_\_

How many participants at the sporting related event are expected to be from another City or County? Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity.

**Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.**

Amount requested under this category: \_\_\_\_\_

What sites or attractions will tourists be taken to by this transportation:

---

Will members of the general public (non-tourists) be riding on this transportation?

---

What percentage of the ridership will be local citizens?

---

**Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

Amount requested under this category: 500

What tourist attractions will be the subject of the signs:

Hill Country Living FESTIVAL + Rainwater Revival event

**Promotion and Preservation of Dark Skies.** Construction and maintenance of infrastructure and the purchase and installation of hardware that reduces light pollution and sky glow.

Amount requested under this category: \_\_\_\_\_

Describe Construction or Maintenance Project to include location, type of infrastructure and/or hardware to be installed:

[Empty box for project description]

**All Funding Requests**

*Section must be completed for city to evaluate this application. Incomplete applications are subject to automatic denial.*

How many years have you held this Event/Project: 9 What is the expected attendance of the Event/Project: 2000

How many people attending the Event/Project will use Dripping Springs hotels: 100

How many nights will the attendees be staying for the Event/Project: 1-2

Do you reserve a room block for this event/project at an area hotel and if so, for how many rooms and at which hotels?

No

List other years (over the last three years) that you have hosted your Event/Project with amount of HOT grant funding and the number of hotel rooms used:

<u>Month/Year Held</u>	<u>Grant Amount</u>	<u>Number of Hotel Rooms Used</u>
Nov 2017	3000	100

How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc)?

Exit survey from attendees, survey of hoteliers

Please list other organization, government entities, and grants that have offered financial support to your event/project:

Texas Commission on the Arts; Newman Foundation; Texas Parks and Wildlife Department; Cow Creek GCD; BSEACD; Hays County; Shield Ranch, LCRA, Pedernales Electric Cooperative, Titos Vodka, Lakota Water, Braun & Gresham, Plateau Land & Wildlife Management

Admission Fee for Event/Project: 0

Anticipated Net Profit, if any: 0

Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: 4000 for all print

Internet: 2000 for online and social media

Radio: 1500

TV: 0

Other Paid Advertising: 0

Number of Press Releases to Media: 4

Number of Direct Mailings to out-of-town recipients: 0

Other Promotions: Partners, sponsors, and vendors websites and social programs

Will you include a link to the Dripping Springs Visitors Bureau or other source on your promotional handouts and in your website for booking hotel nights during this event/project? YES

Will you negotiate a special rate or hotel/event package to attract overnight stays? YES

What new marketing initiatives will you utilize to promote hotel and convention activity for this event/project?

Google, Facebook and Instagram ads

What geographical areas does your advertising and promotion reach?

PEC territory/Texas Coop Power, central Texas region

How many individuals will your proposed marketing reach who are located in another city of county?

100K

If the funding requested is related to a permanent facility (e.g. museum, visitor center)?

Expected Attendance Monthly/Annually: \_\_\_\_\_

Percentage of those in attendance that are staying at area hotel/lodging facilities: \_\_\_\_\_

Completed application with required attachments must be submitted to the City of Dripping Springs:

**By Mail to:**

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

**In Person to:**

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

**Electronic Submission to:**

[mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com)

I fully understand the Local HOT Grant Program Application and Guidelines established by the City of Dripping Springs. I intend to use this grant for the aforementioned Event/Project expenditure to forward the efforts of the City in *directly* enhancing and promoting tourism **and** the convention and hotel industry by attracting visitors from outside Dripping Springs into the city or its vicinity. I have attached to this application:

- proposed marketing plan for event/project
- schedule of activities for event/project
- a list of the organization/business board of directors
- proof of non-profit status (if applicable)
- proof of registered business with the State of Texas (if applicable), and

I understand that if I am awarded a Local HOT Grant by the City of Dripping Springs, I will be required to enter into a Local HOT Grant Program Agreement with the City and any deviation from the approved project and the Agreement may result in the partial or total withdrawal of the Local HOT Grant Program funds.

Hill Country Alliance

***Business/Organization Name***

*Katherine Romans*

July 3, 2019

***Applicant's Signature***

***Date***





### **Concept**

A free, one-day educational event wrapped in a festival atmosphere and focused on the many ways to live lightly and responsibly in the Texas Hill Country. Hosted by the Hill Country Alliance with support from like-minded sponsors.

### **Purpose**

To attract and educate a diverse crowd, on all the whys and ways to care for the Texas Hill Country.

The mission of the Hill Country Alliance is at the heart of this event... *to bring together an ever-expanding alliance of groups throughout a multi- county region of Central Texas with the long-term objective of preserving open spaces, water supply, water quality and the unique character of the Texas Hill Country.*"

### **Value proposition**

- For attendees: Fun things to do. New things to see. Good things to learn. Friend & family outing. Creating community around the right things.
- For vendors: Connecting businesses to customers who are seeking sustainable solutions and technical support, and iconic Hill Country aesthetic and culture.
- For sponsors: Build your brand alongside HCA's brand and around sustainability, resource protection, and environmental education.

### **Audience profile**

**Urban:** Attracted to the beauty, culture and mystique of the Hill Country. Like outdoor adventure/activities. Always looking for fun outings with family and friends. Eco-conscious, green-minded. Like to party, and do good things for their community. Connecting them with their "neighbor", place ground and water source.

**Suburban:** May be new to the edge of the Hill Country. Looking for ways to be part of it and be responsible citizens, live a greener lifestyle. Want to expose their kids to worthy causes. Want to be part of things in their community.

**Rural:** New Hill Country landowners. Here because they love the Hill Country and can afford to live all or part time. They choose to come for raising families or retiring.

### **Education & Activities**

#### Recurring &/or Expanded

- Rainwater & Green Building Tradeshow
- Hill Country Artisans Marketplace
- Farmers Market & Local Foods (DS Farmers Market, SFC)
- Native plants and landscapes (Master Gardeners, commercial)
- Advocacy groups and local gvt
- Speakers, Demonstrations, Hands On Workshops: rain barrels, bee keeping, rain garden, etc.
- Real Estate Rodeo: B&G Family of Companies; CLE for real estate professionals

#### Explore New Approach/Opportunities

- Showcase Hill Country public parks and recreation opportunities (TPWD, REI, Patagonia, YETI, RV companies)
- Performance stage: Music, dance, aerial acrobats
- Showcase for Hill Country Wine, Spirits, Ciders, Ales and Brews, explore with Thomas W and Texas Brewshed Alliance
- Build a Rain Barrell as part of the Take Care of Texas Patch Program for Scouting
- New activities, hosted/sponsored: morning bike ride, mobile planetarium, HCA photo booth



**2020 PROPOSED MARKETING PLAN**

**Branding**

Updated logo with priority on the FESTIVAL aspect, with Rainwater Revival and water/land conservation education as an added plus

**Promotional Materials/Tools (\$4,500)**

DESIGN/PRINT

- Pushcards with date, place, time and social media prompts on backside
- Flier #1, Save the Date, printed Nov/December
- Flier #2, printed Jan/Feb with sponsor names/logos
- Poster, 11x17, with logos, qty 300, printed Jan/Feb, distributed throughout Hill Country
- Vinyl banners: DS Triangle; DSRP Entrance
- Festival Program (distribute at event; 2K copies)

DIGITAL

- Website: [RainwaterRevival.org](http://RainwaterRevival.org)
- Email marketing blasts to vendors/partners (Nov 2019 up to event)
- Digital ad banners (2 sizes) for sponsors, vendors, etc.
- 50 & 100 word event description for digital partners
- FB event page, Instagram and Twitter feeds
- HCA newsletters to listserve ~7500
- HCA Facebook page

**PAID ADVERTISING PROGRAM (\$7,500)**

Radio	\$1,500
Print Publications	\$4,000
Online and Social Media (Boost/Ads)	\$2,000

**UNPAID MEDIA (value estimate \$ 25,000–35,000)**

Social Media and Cross Promotions

- Event FB page, Instagram, Twitter Feeds
- HCA FB page
- Events Sponsors: marketing newsletters and social media programs
- Vendor promotional tools, digital banners and FB pages
- Cross promotions with DestinationDrippingSprings.com, DS Chamber

Media Relations & Story Placement in Key Media

- Series of press releases to media list:
  - Announce RR+ event, call for vendors/sponsors
  - Key Sponsors, special attractions
  - Vendors/Wine/Food/Music
  - Speakers/Workshops

**Calendar Listings**

Texas Co-op Power.com (statewide reach)  
All advertising partners & publications (see advertising plan)  
Dripping Springs Community Event Calendar

PLUS a growing list of publication and community calendars across the state and region:

- HillCountryPortal.com
- Austin Monthly
- Texas Hill Country magazine
- Hill Country Sun
- Edible Austin
- Texas Highways
- Texas Parks & Wildlife magazine
- Austin 360
- Texas+Water, digital newsletter from Meadows Center for Water & the Environment
- TexasOutside.com

- <https://www.tourtexas.com/things-to-do-texas-hill-country>
- <https://www.traveltexas.com/cities-regions/hill-country/events>
- <http://texascountryreporter.com/events>
- <https://www.austintexas.org/visit/events/>
- <http://www.texashighways.com/events>
- <http://www.texstraveler.com/>
- <http://texashillcountry.com/hill-country-happenings/>

**In past, attendees, sponsors and vendors coming from:**

- |                  |               |
|------------------|---------------|
| Argyle           | Jourdanton    |
| Allen            | Kapaa, Hawaii |
| Austin           | Mason         |
| Azle             | Montana       |
| Bandera          | New Braunfels |
| Boerne           | Richardson    |
| Buda             | San Antonio   |
| Comfort          | San Marcos    |
| Dallas           | Spicewood     |
| Driftwood        | Willow Park   |
| Dripping Springs | Wimberley     |
| Fredericksburg   |               |

**Exit Survey Data from 2018**

10% response rate

**GENDER**

- 56% female
- 44% male

**AGE**

- 55% over 55 years
- 33% 31-55 years
- 12% 30 or under

**LIFESTYLE**

- 66% rural
- 29% urban
- 5% s uburban

# Hill Country Alliance - Board of Directors 2019

## **Matt Lara-President/Treasurer**

728 Jim Bowie Drive  
 Spicewood, TX 78669  
 512-300-8254 cell  
[mlara@apelc.com](mailto:mlara@apelc.com)  
 Engineer, Applied Physical Electronics  
 Musician, La Tampiequena  
 Board Member-Big Bend Conservation Alliance  
 Travis County  
 Joined 2015

## **Sarah Rountree Schlessinger - Secretary**

2601 S. 3<sup>rd</sup> Street, Unit A  
 Austin, TX 78704  
 512-663-6634 cell  
[schlessinger.sarah@gmail.com](mailto:schlessinger.sarah@gmail.com)  
 Executive Director, Texas Alliance of Groundwater  
 Districts (TAGD)  
 Travis County  
 Joined 2014

## **Pete Dwyer**

9900 Hwy 290 East  
 Manor, TX 78653  
 512/327-7415 office  
 512/422-0617 cell  
[pdwyer@dwyerrealty.com](mailto:pdwyer@dwyerrealty.com)  
 Dwyer Realty  
 RECA Board Member Real Estate Council of Austin  
 Chair of the RECA Regional Issues Committee  
 AARO Board Member Austin Area Research  
 Organization  
 HCEF Board Member Hill Country Education  
 Foundation  
 Travis County  
 Joined 2014

## **Ted Flato, FAIA**

311 Third Street  
 San Antonio, TX 78205  
 210-679-2281  
[tflato@lakeflato.com](mailto:tflato@lakeflato.com)  
 Developed Lake/Flato Porch House  
 AIA San Antonio Texas  
 American Institute of Architects  
 Society of Architects  
 Bexar County  
 Joined 2018

## **Kathleen Tobin Krueger**

298 East Lincoln Street  
 New Braunfels, Texas 78130  
 830/625-5994 home  
 830/832-7615 cell  
[KathleenTKrueger@gmail.com](mailto:KathleenTKrueger@gmail.com)  
 Former New Braunfels Mayor Pro-tem  
 Director, Edwards Aquifer Authority Board  
 Director of Development & Public Relations, Hope  
 Hospice  
 Board Member Hill Country Alliance Bandera  
 County Ranching Family  
 Comal County  
 Joined 2011

## **Sharlene Leurig**

1909 Eva Street  
 Austin, TX 78704  
 (301) 452-1900  
[leurig@ceres.org](mailto:leurig@ceres.org)  
 Meadows Center for Water and the Environment  
 Travis County  
 Joined 2013

## **Bill Neiman**

3791 N US Highway 377  
 Junction, TX 76849-6502  
 325/446-3600 office  
 210/414-1718 cell  
[bill@seedsource.com](mailto:bill@seedsource.com)  
 Native American Seed  
 Clear View Alliance  
 Kimble County  
 Joined 2010

## **Vanessa Puig Williams**

1003 Folts Ave  
 Austin, TX 78704  
 512/826-1026  
[vpuigwilliams@gmail.com](mailto:vpuigwilliams@gmail.com)  
 TESPA  
 Travis County  
 Joined December, 2017

**Dr. Leo Tynan – Past President**

1308 South State Hwy. 16  
 Fredericksburg, TX 78624  
 830/997-2181 office  
 830/456-2175 cell  
[lctynan@gmail.com](mailto:lctynan@gmail.com)  
 Last Chance Forever Board of Directors  
 Fredericksburg Clinic  
 Gillespie County  
 Joined 2010

**Ben Eldredge**

212 Azalea Trail  
 Boerne, TX 78006  
 830/331-8464  
 210/633-7150 cell  
[Ben.eldredge@gmail.com](mailto:Ben.eldredge@gmail.com)  
 Cow Creek Groundwater Conservation District  
 Kendall County  
 Joined 2019

**Ira Yates**

P.O. Box 1657  
 Paonia, Colorado 81428 (best address)  
 P.O. Box 5068 San Angelo, TX 76902 (TX office)  
 512/970-2589 cell  
[ira@yatesconservation.com](mailto:ira@yatesconservation.com)  
 Texas - Colorado  
 Founding Board, emeritos

**Office**

PO Box 151675  
 Austin, TX 78715  
 512/894-2214

**Staff**

Katherine Romans  
 Executive Director  
 512.410.9368  
[katherine@hillcountryalliance.org](mailto:katherine@hillcountryalliance.org)

Charlie Flatten  
 Program Manager  
 512.694.1121  
[charlie@hillcountryalliance.org](mailto:charlie@hillcountryalliance.org)

Cliff Kaplan  
 Program Manager  
 512.387.3097  
[Cliff@hillcountryalliance.org](mailto:Cliff@hillcountryalliance.org)

Daniel Oppenheimer  
 Landowner Outreach and  
 Development Manager  
 210.287.0478  
[daniel@hillcountryalliance.org](mailto:daniel@hillcountryalliance.org)

Amy Crowell  
 Development and Communications Manager  
 512.660.8312  
[amy@hillcountryalliance.org](mailto:amy@hillcountryalliance.org)

Leah Cuddeback  
 Online Communications  
[leah@hillcountryalliance.org](mailto:leah@hillcountryalliance.org)

Sheila Holt  
 Office Manager  
 830.515.3033  
[sheila@hillcountryalliance.org](mailto:sheila@hillcountryalliance.org)



CINCINNATI OH 45999-0038

In reply refer to: 0248181619  
Apr. 13, 2017 LTR 4168C 0  
26-0106908 000000 00  
00020343  
BODC: TE

HILL COUNTRY ALLIANCE  
% CHRISTINE MUSE  
15315 W HIGHWAY 71  
AUSTIN TX 78738



018390

Employer ID Number: 26-0106908  
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Apr. 04, 2017, regarding your tax-exempt status.

We issued you a determination letter in December 2005, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248181619  
Apr. 13, 2017 LTR 4168C 0  
26-0106908 000000 00  
00020344

HILL COUNTRY ALLIANCE  
% CHRISTINE MUSE  
15315 W HIGHWAY 71  
AUSTIN TX 78738

Sincerely yours,



Kim A. Billups, Operations Manager  
Accounts Management Operations 1

**Form 202**  
(revised 6/01)

Return in Duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$25



This space reserved for office use **FILED**  
In the Office of the  
Secretary of State of Texas  
FEB 23 2005  
Corporations Section

**Articles of Incorporation  
Pursuant to Article 3.02  
Texas Non-Profit  
Corporation Act**

**Article 1 – Corporate Name**

The corporation formed is a non-profit corporation. The name of the corporation is as set forth below:

HILL COUNTRY ALLIANCE

The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 – Registered Agent and Registered Office (Select and complete either A or B and complete C.)**

A. The initial registered agent is a corporation (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below.

First Name	M.I.	Last Name	Suffix
CHRISTINE	L	MUSE	

C. The business address of the registered agent and the registered office address is:

Street Address	City	TX	Zip Code
3300 CROSSWIND	SPICEWOOD		78669

**Article 3 – Management (Complete items A or B)**

A.  Management of the affairs of the corporation is to be vested in the members of the corporation.

OR

B.  Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below:

Director 1: First Name	M.I.	Last Name	Suffix
PAMELA	W	REESE	

Street Address	City	State	Zip Code
3511 WESTAKE	AUSTIN	TX	78746

Director 2: First Name	M.I.	Last Name	Suffix
JOSEPH	D	PRIONG	

Street Address	City	State	Zip Code
17120 HAMILTON	AUSTIN	TX	78738

Director 3: First Name	M.I.	Last Name	Suffix
PATRICIA	A	MORRIS	

Street Address	City	State	Zip Code
4609 LOTUS CREEK TRAIL	SPICEWOOD	TX	78669



**Article 4 – Organizational Structure**  
(You must select either A or B below.)

A: The corporation will have members.      B: The corporation will not have members.

**Article 5 – Duration**

The period of duration is perpetual.

**Article 6– Purpose**

The corporation is organized for the following purpose or purposes:  
  
TO EDUCATE AND CREATE PUBLIC AWARENESS  
ABOUT GROWTH AND DEVELOPMENT ISSUES IN  
THE TEXAS HILL COUNTRY  
TO SUSTAIN THE HEALTH, BEAUTY AND  
CHARACTURIS OF THE TEXAS HILL COUNTRY

**Supplemental Provisions/Information**

Text Area  
  
[The attached addendum are incorporated herein by reference.]

**Incorporator**

The name and address of the incorporator is set forth below.

Name <b>CHRISTY MUSE</b>			
Street Address <b>3200 CROSSLAND</b>	City <b>SPICEWOOD</b>	State <b>TX</b>	Zip Code <b>78669</b>

**Effective Date of Filing**

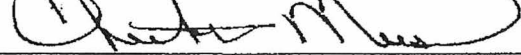
This document will become effective when the document is filed by the secretary of state.

OR

This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

**Execution**

The undersigned incorporator signs these articles of incorporation subject to the penalties imposed by law for the submission of a false or fraudulent document.



Signature of incorporator



Application Date: REV 9/3/20

## HOT GRANT FUNDING PROGRAM APPLICATION

### ***Organizational Information***

Name of Organization/Business: Hill Country Alliance

Address: 1322 Highway 290 West, Suite D

City, State, Zip: Dripping Springs, TX 78620

Contact Name: Katherine Romans

Contact Phone/Email: 512-894-2214

Website Address: hillcountryalliance.org

Type of Business/Organization: non-profit organization

Non-Profit Status: 501(c)(3)

Tax ID Number: 26-0106908

Entity's Creation Date: December 2005

Purpose of Organization/Business:

The Hill Country Alliance (HCA) is a nonprofit organization whose purpose is to raise public awareness and build community support around the need to preserve the natural resources and heritage of the Central Texas Hill Country.

### ***Event/Project Information***

Name of Event/Project: Hill Country Living FESTIVAL + Rainwater Revival

Date of Event/Project: October 24, 2020 (a re-imagined and now virtual, online event)

Location of Event/Project: Zoom Webinar + RainwaterRevival.com  
 Description of Event/project: See attached Online Program Plan. Event continues to be focus  
 Funding Amount Requested: 3500 (awarded in 2019 for the 2020 live event)

How funds will be used, including itemized list of expenditures:

Value of funds will be realized in the following ways:  
 1) City of Dripping Springs recognized as a Hill Country of Living FESTIVAL Partner by:  
 a. City of DS to spotlighted on the FESTIVAL event website as Partner, with link to City

Percentage of Total Event/Project Cost Covered by HOT Funding: 7%

***Please indicate which Category or Categories apply to the Funding Request, and list the Amount Requested under each category:***

**Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both.

*Amount requested under this category:* \_\_\_\_\_

**Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants

*Amount requested under this category:* \_\_\_\_\_

**Advertising, Solicitation, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.**

*Amount requested under this category:* 3500

**Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tap and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

*Amount requested under this category:* \_\_\_\_\_

**Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historical sites or museums.**

*Amount requested under this category:* \_\_\_\_\_

**Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.**

Amount requested under this category: \_\_\_\_\_

How many individuals are expected to participate in the sporting related event? \_\_\_\_\_

How many participants at the sporting related event are expected to be from another City or County? Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity.

**Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.**

Amount requested under this category: \_\_\_\_\_

What sites or attractions will tourists be taken to by this transportation:

---

Will members of the general public (non-tourists) be riding on this transportation?

---

What percentage of the ridership will be local citizens?

---

**Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

Amount requested under this category: \_\_\_\_\_

What tourist attractions will be the subject of the signs:

**Promotion and Preservation of Dark Skies.** Construction and maintenance of infrastructure and the purchase and installation of hardware that reduces light pollution and sky glow.

Amount requested under this category: \_\_\_\_\_

Describe Construction or Maintenance Project to include location, type of infrastructure and/or hardware to be installed:

[Empty box for project description]

**All Funding Requests**

*Section must be completed for city to evaluate this application. Incomplete applications are subject to automatic denial.*

How many years have you held this Event/Project: 9 What is the expected attendance of the Event/Project: 2000+ online via

How many people attending the Event/Project will use Dripping Springs hotels: 100, generated by pro

How many nights will the attendees be staying for the Event/Project: n/a

Do you reserve a room block for this event/project at an area hotel and if so, for how many rooms and at which hotels?

No

List other years (over the last three years) that you have hosted your Event/Project with amount of HOT grant funding and the number of hotel rooms used:

<u>Month/Year Held</u>	<u>Grant Amount</u>	<u>Number of Hotel Rooms Used</u>
Nov 2017	3000	100

How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc)?

Will work with Destination Dripping Springs to define a promotional mechanism to track tourists and lodging inquiries.

Please list other organization, government entities, and grants that have offered financial support to your event/project:

Cynthia and George Mitchell Foundation; HEB; Cow Creek GCD; BSEACD; Hays Trinity GCD; Shield Ranch, Pedernales Electric Cooperative, Lakota Water, Aqua Strategies, Capital Farm Credit, Ozona Bank; Treaty Oak, Texas Commission on the Arts; Newman Foundation; Texas Parks and Wildlife Department; LCRA, Titos Vodka, Braun & Gresham, Plateau Land & Wildlife Management

Admission Fee for Event/Project: 0

Anticipated Net Profit, if any: 0

Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: 2500 for all print

Internet: 2500 for online and social media

Radio: 2000

TV: 0

Other Paid Advertising: 0

Number of Press Releases to Media: 4

Number of Direct Mailings to out-of-town recipients: 0

Other Promotions: Partners, sponsors, and vendors websites and social programs

Will you include a link to the Dripping Springs Visitors Bureau or other source on your promotional handouts and in your website for booking hotel nights during this event/project? Please select one

Will you negotiate a special rate or hotel/event package to attract overnight stays? NO

What new marketing initiatives will you utilize to promote hotel and convention activity for this event/project?

Google, Facebook and Instagram paid ads and boosted posts  
HCA newsletters and Facebook posts  
Sponsorship of Night Sky segment in online programming  
Night Sky Month partnership and NSM event social media posts

What geographical areas does your advertising and promotion reach?

Central Texas and throughout the 17 counties of the Hill Country region

How many individuals will your proposed marketing reach who are located in another city of county?

100K

**If the funding requested is related to a permanent facility (e.g. museum, visitor center)?**

Expected Attendance Monthly/Annually: \_\_\_\_\_

Percentage of those in attendance that are staying at area hotel/lodging facilities: \_\_\_\_\_

**Completed application with required attachments must be submitted to the City of Dripping Springs:**

**By Mail to:**

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

**In Person to:**

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

**Electronic Submission to:**

[mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com)

I fully understand the Local HOT Grant Program Application and Guidelines established by the City of Dripping Springs. I intend to use this grant for the aforementioned Event/Project expenditure to forward the efforts of the City in *directly* enhancing and promoting tourism **and** the convention and hotel industry by attracting visitors from outside Dripping Springs into the city or its vicinity. I have attached to this application:

- proposed marketing plan for event/project
- schedule of activities for event/project
- a list of the organization/business board of directors
- proof of non-profit status (if applicable)
- proof of registered business with the State of Texas (if applicable), and

I understand that if I am awarded a Local HOT Grant by the City of Dripping Springs, I will be required to enter into a Local HOT Grant Program Agreement with the City and any deviation from the approved project and the Agreement may result in the partial or total withdrawal of the Local HOT Grant Program funds.

Hill Country Alliance

***Business/Organization Name***

*Katherine Romans*

Sept 3, 2020

***Applicant's Signature***

***Date***



### **Concept**

A free, one-day educational event wrapped in a festival atmosphere and focused on the many ways to live lightly and responsibly in the Texas Hill Country. Hosted by the Hill Country Alliance with support from like-minded sponsors.

### **Purpose**

To attract and educate a diverse crowd, on all the whys and ways to care for the Texas Hill Country.

The mission of the Hill Country Alliance is at the heart of this event... *to bring together an ever-expanding alliance of groups throughout a multi-county region of Central Texas with the long-term objective of preserving open spaces, water supply, water quality and the unique character of the Texas Hill Country.*"

### **Value proposition**

- For attendees: Fun things to do. New things to see. Good things to learn. Friend & family outing. Creating community around the right things.
- For vendors: Connecting businesses to customers who are seeking sustainable solutions and technical support, and iconic Hill Country aesthetic and culture.
- For sponsors: Build your brand alongside HCA's brand and around sustainability, resource protection, and environmental education.

### **Audience profile**

**Urban:** Attracted to the beauty, culture and mystique of the Hill Country. Like outdoor adventure/activities. Always looking for fun outings with family and friends. Eco-conscious, green-minded. Like to party, and do good things for their community. Connecting them with their "neighbor", place ground and water source.

**Suburban:** May be new to the edge of the Hill Country. Looking for ways to be part of it and be responsible citizens, live a greener lifestyle. Want to expose their kids to worthy causes. Want to be part of things in their community.

**Rural:** New Hill Country landowners. Here because they love the Hill Country and can afford to live all or part time. They choose to come for raising families or retiring.

### **Education & Activities**

#### Recurring &/or Expanded

- Rainwater & Green Building Tradeshow
- Hill Country Artisans Marketplace
- Farmers Market & Local Foods (DS Farmers Market, SFC)
- Native plants and landscapes (Master Gardeners, commercial)
- Advocacy groups and local gvt
- Speakers, Demonstrations, Hands On Workshops: rain barrels, bee keeping, rain garden, etc.
- Real Estate Rodeo: B&G Family of Companies; CLE for real estate professionals

#### Explore New Approach/Opportunities

- Showcase Hill Country public parks and recreation opportunities (TPWD, REI, Patagonia, YETI, RV companies)
- Performance stage: Music, dance, aerial acrobats
- Showcase for Hill Country Wine, Spirits, Ciders, Ales and Brews, explore with Thomas W and Texas Brewshed Alliance
- Build a Rain Barrell as part of the Take Care of Texas Patch Program for Scouting
- New activities, hosted/sponsored: morning bike ride, mobile planetarium, HCA photo booth





## 2020 PROPOSED MARKETING PLAN

### Branding

Updated logo with priority on the FESTIVAL aspect, with Rainwater Revival and water/land conservation education as an added plus

### Promotional Materials/Tools (\$4,500)

#### DESIGN/PRINT

Pushcards with date, place, time and social media prompts on backside  
 Flier #1, Save the Date, printed Nov/December  
 Flier #2, printed Jan/Feb with sponsor names/logos  
 Poster, 11x17, with logos, qty 300, printed Jan/Feb, distributed throughout Hill Country  
 Vinyl banners: DS Triangle; DSRP Entrance  
 Festival Program (distribute at event; 2K copies)

#### DIGITAL

Website: [RainwaterRevival.org](http://RainwaterRevival.org)  
 Email marketing blasts to vendors/partners (Nov 2019 up to event)  
 Digital ad banners (2 sizes) for sponsors, vendors, etc.  
 50 & 100 word event description for digital partners  
 FB event page, Instagram and Twitter feeds  
 HCA newsletters to listserve ~7500  
 HCA Facebook page

### PAID ADVERTISING PROGRAM (\$7,500)

Radio	\$1,500
Print Publications	\$4,000
Online and Social Media (Boost/Ads)	\$2,000

### UNPAID MEDIA (value estimate \$ 25,000–35,000)

#### Social Media and Cross Promotions

Event FB page, Instagram, Twitter Feeds  
 HCA FB page  
 Events Sponsors: marketing newsletters and social media programs  
 Vendor promotional tools, digital banners and FB pages  
 Cross promotions with DestinationDrippingSprings.com, DS Chamber

#### Media Relations & Story Placement in Key Media

Series of press releases to media list:

- Announce RR+ event, call for vendors/sponsors
- Key Sponsors, special attractions
- Vendors/Wine/Food/Music
- Speakers/Workshops

**Calendar Listings**

Texas Co-op Power.com (statewide reach)  
All advertising partners & publications (see advertising plan)  
Dripping Springs Community Event Calendar

PLUS a growing list of publication and community calendars across the state and region:

HillCountryPortal.com  
Austin Monthly  
Texas Hill Country magazine  
Hill Country Sun  
Edible Austin  
Texas Highways  
Texas Parks & Wildlife magazine  
Austin 360  
Texas+Water, digital newsletter from Meadows Center for Water & the Environment  
TexasOutside.com

- <https://www.tourtexas.com/things-to-do-texas-hill-country>
- <https://www.traveltexas.com/cities-regions/hill-country/events>
- <http://texascountryreporter.com/events>
- <https://www.austintexas.org/visit/events/>
- <http://www.texashighways.com/events>
- <http://www.textraveler.com/>
- <http://texashillcountry.com/hill-country-happenings/>

**In past, attendees, sponsors and vendors coming from:**

- |                  |               |
|------------------|---------------|
| Argyle           | Jourdanton    |
| Allen            | Kapaa, Hawaii |
| Austin           | Mason         |
| Azle             | Montana       |
| Bandera          | New Braunfels |
| Boerne           | Richardson    |
| Buda             | San Antonio   |
| Comfort          | San Marcos    |
| Dallas           | Spicewood     |
| Driftwood        | Willow Park   |
| Dripping Springs | Wimberley     |
| Fredericksburg   |               |

**Exit Survey Data from 2018**

10% response rate

**GENDER**

- 56% female
- 44% male

**AGE**

- 55% over 55 years
- 33% 31-55 years
- 12% 30 or under

**LIFESTYLE**

- 66% rural
- 29% urban
- 5% s uburban

# Hill Country Alliance - Board of Directors 2019

Item # 27.

## **Matt Lara-President/Treasurer**

728 Jim Bowie Drive  
Spicewood, TX 78669  
512-300-8254 cell  
[mlara@apelc.com](mailto:mlara@apelc.com)  
Engineer, Applied Physical Electronics  
Musician, La Tampiquena  
Board Member-Big Bend Conservation Alliance  
Travis County  
Joined 2015

## **Sarah Rountree Schlessinger - Secretary**

2601 S. 3<sup>rd</sup> Street, Unit A  
Austin, TX 78704  
512-663-6634 cell  
[schlessinger.sarah@gmail.com](mailto:schlessinger.sarah@gmail.com)  
Executive Director, Texas Alliance of Groundwater  
Districts (TAGD)  
Travis County  
Joined 2014

## **Pete Dwyer**

9900 Hwy 290 East  
Manor, TX 78653  
512/327-7415 office  
512/422-0617 cell  
[pdwyer@dwyerrealty.com](mailto:pdwyer@dwyerrealty.com)  
Dwyer Realty  
RECA Board Member Real Estate Council of Austin  
Chair of the RECA Regional Issues Committee  
AARO Board Member Austin Area Research  
Organization  
HCEF Board Member Hill Country Education  
Foundation  
Travis County  
Joined 2014

## **Ted Flato, FAIA**

311 Third Street  
San Antonio, TX 78205  
210-679-2281  
[tflato@lakeflato.com](mailto:tflato@lakeflato.com)  
Developed Lake/Flato Porch House  
AIA San Antonio Texas  
American Institute of Architects  
Society of Architects  
Bexar County  
Joined 2018

## **Kathleen Tobin Krueger**

298 East Lincoln Street  
New Braunfels, Texas 78130  
830/625-5994 home  
830/832-7615 cell  
[KathleenTKrueger@gmail.com](mailto:KathleenTKrueger@gmail.com)  
Former New Braunfels Mayor Pro-tem  
Director, Edwards Aquifer Authority Board  
Director of Development & Public Relations, Hope  
Hospice  
Board Member Hill Country Alliance Bandera  
County Ranching Family  
Comal County  
Joined 2011

## **Sharlene Leurig**

1909 Eva Street  
Austin, TX 78704  
(301) 452-1900  
[leurig@ceres.org](mailto:leurig@ceres.org)  
Meadows Center for Water and the Environment  
Travis County  
Joined 2013

## **Bill Neiman**

3791 N US Highway 377  
Junction, TX 76849-6502  
325/446-3600 office  
210/414-1718 cell  
[bill@seedsource.com](mailto:bill@seedsource.com)  
Native American Seed  
Clear View Alliance  
Kimble County  
Joined 2010

## **Vanessa Puig Williams**

1003 Folts Ave  
Austin, TX 78704  
512/826-1026  
[vpuigwilliams@gmail.com](mailto:vpuigwilliams@gmail.com)  
TESPA  
Travis County  
Joined December, 2017

**Dr. Leo Tynan – Past President**

1308 South State Hwy. 16  
Fredericksburg, TX 78624  
830/997-2181 office  
830/456-2175 cell  
[lctynan@gmail.com](mailto:lctynan@gmail.com)  
Last Chance Forever Board of Directors  
Fredericksburg Clinic  
Gillespie County  
Joined 2010

**Ben Eldredge**

212 Azalea Trail  
Boerne, TX 78006  
830/331-8464  
210/633-7150 cell  
[Ben.eldredge@gmail.com](mailto:Ben.eldredge@gmail.com)  
Cow Creek Groundwater Conservation District  
Kendall County  
Joined 2019

**Ira Yates**

P.O. Box 1657  
Paonia, Colorado 81428 (best address)  
P.O. Box 5068 San Angelo, TX 76902 (TX office)  
512/970-2589 cell  
[ira@yatesconservation.com](mailto:ira@yatesconservation.com)  
Texas - Colorado  
Founding Board, emeritos

**Office**

PO Box 151675  
Austin, TX 78715  
512/894-2214

**Staff**

Katherine Romans  
Executive Director  
512.410.9368  
[katherine@hillcountryalliance.org](mailto:katherine@hillcountryalliance.org)

Charlie Flatten  
Program Manager  
512.694.1121  
[charlie@hillcountryalliance.org](mailto:charlie@hillcountryalliance.org)

Cliff Kaplan  
Program Manager  
512.387.3097  
[Cliff@hillcountryalliance.org](mailto:Cliff@hillcountryalliance.org)

Daniel Oppenheimer  
Landowner Outreach and  
Development Manager  
210.287.0478  
[daniel@hillcountryalliance.org](mailto:daniel@hillcountryalliance.org)

Amy Crowell  
Development and Communications Manager  
512.660.8312  
[amy@hillcountryalliance.org](mailto:amy@hillcountryalliance.org)

Leah Cuddeback  
Online Communications  
[leah@hillcountryalliance.org](mailto:leah@hillcountryalliance.org)

Sheila Holt  
Office Manager  
830.515.3033  
[sheila@hillcountryalliance.org](mailto:sheila@hillcountryalliance.org)

CINCINNATI OH 45999-0038

In reply refer to: 0248181619  
Apr. 13, 2017 LTR 4168C 0  
26-0106908 000000 00  
00020343  
BODC: TE

HILL COUNTRY ALLIANCE  
% CHRISTINE MUSE  
15315 W HIGHWAY 71  
AUSTIN TX 78738



018390

Employer ID Number: 26-0106908  
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Apr. 04, 2017, regarding your tax-exempt status.

We issued you a determination letter in December 2005, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).


0248181619  
Apr. 13, 2017 LTR 4168C 0  
26-0106908 000000 00  
00020344

HILL COUNTRY ALLIANCE  
% CHRISTINE MUSE  
15315 W HIGHWAY 71  
AUSTIN TX 78738

Sincerely yours,



Kim A. Billups, Operations Manager  
Accounts Management Operations I

<p><b>Form 202</b> (revised 6/01)</p> <p>Return in Duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709  Filing Fee: \$25</p>		<p>This space reserved for office use <b>FILED</b> In the Office of the Secretary of State of Texas  FEB 23 2005  Corporations Section</p> <p style="text-align: center;"><b>Articles of Incorporation Pursuant to Article 3.02 Texas Non-Profit Corporation Act</b></p>
--	---	--

**Article 1 – Corporate Name**

The corporation formed is a non-profit corporation. The name of the corporation is as set forth below:

Hill Country Alliance

The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 – Registered Agent and Registered Office (Select and complete either A or B and complete C.)**

A. The initial registered agent is a corporation (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below.

First Name <u>CHRISTINE</u>	M.I. <u>L</u>	Last Name <u>MUSE</u>	Suffix
--------------------------------	------------------	--------------------------	--------

C. The business address of the registered agent and the registered office address is:

Street Address <u>3300 Crossland</u>	City <u>SPICEWOOD</u>	TX	Zip Code <u>78669</u>
---	--------------------------	----	--------------------------

**Article 3 – Management (Complete items A or B)**

A.  Management of the affairs of the corporation is to be vested in the members of the corporation.

OR

B.  Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below:

Director 1: First Name <u>PAMELA</u>	M.I. <u>W</u>	Last Name <u>REESE</u>	Suffix
---	------------------	---------------------------	--------

Street Address <u>3511 Westlake</u>	City <u>AUSTIN</u>	State <u>TX</u>	Zip Code <u>78746</u>
--	-----------------------	--------------------	--------------------------

Director 2: First Name <u>JOSEPH</u>	M.I. <u>D</u>	Last Name <u>PRIOR</u>	Suffix
---	------------------	---------------------------	--------

Street Address <u>17120 Hamilton</u>	City <u>AUSTIN</u>	State <u>TX</u>	Zip Code <u>78738</u>
---	-----------------------	--------------------	--------------------------

Director 3: First Name <u>PATRICIA</u>	M.I. <u>A</u>	Last Name <u>MORRIS</u>	Suffix
---	------------------	----------------------------	--------

Street Address <u>4609 Lotus Creek</u>	City <u>SPICEWOOD</u>	State <u>TX</u>	Zip Code <u>78669</u>
---	--------------------------	--------------------	--------------------------

TRAIL

**Article 4 – Organizational Structure**  
(You must select either A or B below.)

A: The corporation will have members.  B: The corporation will not have members.

**Article 5 – Duration**

The period of duration is perpetual.

**Article 6– Purpose**

The corporation is organized for the following purpose or purposes:  
  
TO EDUCATE AND CREATE PUBLIC AWARENESS  
ABOUT GROWTH AND DEVELOPMENT ISSUES IN  
THE TEXAS HILL COUNTRY  
TO SUSTAIN THE HEALTH, BEAUTY AND  
CHARACTERS OF THE TEXAS HILL COUNTRY

**Supplemental Provisions/Information**

Text Area  
  
[The attached addendum are incorporated herein by reference.]

**Incorporator**

The name and address of the incorporator is set forth below.

Name CHRISTY MUSE			
Street Address 3300 CAROLAND	City SPICEWOOD	State TX	Zip Code 75669

**Effective Date of Filing**

This document will become effective when the document is filed by the secretary of state.

OR

This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

**Execution**

The undersigned incorporator signs these articles of incorporation subject to the penalties imposed by law for the submission of a false or fraudulent document.

  
Signature of incorporator



HOTEL OCCUPANCY TAX (HOT) GRANT PROGRAM  
AMENDED FUNDING AGREEMENT

This Amended Agreement made and entered into this, the 8th of September 2020, and between the City of Dripping Springs, Texas (hereinafter referred to as the "City") and Hill Country Alliance, is understood and agreed to be as set forth herein.

RECITALS:

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

WHEREAS, the continued promotion and growth of the tourism industry will enhance the City, and insure to its benefit; and

WHEREAS, there is available a seven percent (7%) Hotel Occupancy Tax, authorized by state statute, the proceeds of which can be utilized by the City to promote tourism, and enhance the arts and historical preservation of the City; and

WHEREAS, the City Council has deemed it to be in the best interest of Dripping Springs to accomplish the goals as set forth above, and to enact and approve a seven percent (7%) Hotel-Motel Occupancy Tax, the proceeds of which can be devoted to the foregoing purposes; and

WHEREAS, the City Council deems it to be in the public interest to promote tourism through the execution of certain limited funding agreements that award grants financed by a portion of the proceeds from the collection of Hotel-Motel Occupancy Tax revenue; and

WHEREAS, the City's Hotel Occupancy Tax Committee reviewed various funding proposals and made a recommendation regarding the grant described herein; and

WHEREAS, due to COVID-19, the event had to become a virtual event, but will continue to advertise and market the City as a tourist destination; and

WHEREAS, the City Council approved the expenditure of the grant funds in the Fiscal Year 2020 Budget through the approval of Ordinance No. 2019-32 on September 17, 2019; and

WHEREAS, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on September 17, 2019 and amended the agreement in May 2020; and

WHEREAS, the Hill Country Alliance rescheduled its event to October 2020 due to the pandemic but then transformed the event into a virtual event; and

WHEREAS, the Hill County Alliance desires to provide marketing and advertising services for the City.

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

### 1. PARTIES

The parties to this Agreement shall be the City of Dripping Springs (City), and the Hill Country Alliance, a nonprofit corporation organized under the laws of the State of Texas.

### 2. FINDINGS

The parties hereby agree that the project(s) described in the Recipient's funding application ("Exhibit "A") promotes tourism.

### 3. GRANT

The City has transferred as a grant a portion of the Fiscal Year 2020 Hotel Occupancy Tax funds for advertising and marketing the City prior and during the Hill Country Alliance for Hill Country Living Festival+ Rainwater Revival Event in an amount of Three Thousand Five Hundred Dollars (\$3,500.00).

### 4. SERVICES

In exchange for the grant described above, Hill Country Alliance hereby agrees to utilize the grant funds in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) for advertising and marketing purposes as described in Exhibit "A" and below, which directly enhance and promote tourism and the convention and hotel industry; and advertise and promote the city and its vicinity. The expenditures must be completed by October 31, 2020.

(a) Marketing, advertising, and promotional materials that advertise the City.

### 5. REQUIREMENTS

- 5.1 Recipient must ensure that all Dripping Springs lodging and their current contact information are listed on information provided during the marketing and advertising of the City to registrants, vendors, and event attendees, including event websites, funded by the grant.
- 5.2 The City Administrator must approve the final advertising copy prior to publishing or distribution for appropriate representation of the City of Dripping Springs, and local lodging.
- 5.3 Promotional materials using grant funds are required to include the appropriate City of Dripping Springs branding as provided by the City Administrator. Also, any event sponsor signage is required to include the appropriate City of Dripping Springs brand;

and

- 5.4 Recipient must provide the City Administrator with two copies of all printed materials created with grant funds.

**6. EXTENDED DURATION**

This Agreement is commencing on June 1, 2020 and ending on October 31, 2020. Recipient must expend the grant funds during the term of this Agreement or remit the remaining balance back to the City.

**7. TERMINATION**

This Agreement may be terminated by either party prior to performance with or without cause upon written notification to the other party. After the Recipient has commenced performance of the obligations provided for in this Agreement, the City may terminate the Agreement only in instances of breach by the Recipient, at which time the Recipient shall reimburse to the City the amount of the grant not yet expended. If the Recipient terminates this Agreement after having received funds from the City, the Recipient shall reimburse the City the complete amount of the grant provided for herein.

**8. ACCOUNTING**

Prior to the expiration of this Agreement, an agent of the Recipient will submit a Post Event Report Form as provided by the City describing the status of the project and explaining how the grant funds were used. The report shall include expenditures covered by the funds provided by this Agreement, visitor attendance data from event surveys, and estimated number of visitors overnight stays due to the event/expenditure. Following submission of the Post Event Form, an agent of the Recipient may be required to attend a City Council meeting to personally account for the expenditures made in accordance with this Agreement, if requested to do so by the City Administrator.

**9. CONTACTS**

For purposes of this Agreement, communications may be sent as follows:

To the City:  
 City of Dripping Springs  
 Attn: Michelle Fischer  
 PO Box 384  
 Dripping Springs, TX 78620

To the Recipient:  
 Hill Country Alliance  
 Attn: Katherine Romans  
 1322 Highway 290 West, Suite D  
 Dripping Springs, TX 78620

**10. INDEMNIFICATION**

The Recipient hereby releases, indemnifies, and holds the City, its employees and agents, harmless for any damages, injuries, or other claims resulting from Recipient's actions or inactions, or the conduct of Recipient's agents, employees, or contractors.

**11. INCLUSIVENESS**

This document represents the entire understanding between the parties. This Agreement may only be amended in writing with the mutual consent of the parties.

**12. SEVERABILITY**

If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

WHEREFORE PREMISES AND, CONSIDERATION ACCEPTED, AND HEREBY AGREED:

CITY OF DRIPPING SPRINGS:

HILL COUNTRY ALLIANCE:

\_\_\_\_\_  
Todd Purcell, Mayor

\_\_\_\_\_  
Katherine Romans, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title



# City of Dripping Springs

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

## Agenda Item Report from:

<b>Council Meeting Date:</b>	September 7, 2020
<b>Agenda Item Wording:</b>	<b>Discuss and consider approval of Change Order No. 4 to the Professional Services Agreement between the City of Dripping Springs and SAM, LLC regarding Surveying and Mapping Services related to the South Regional Water Reclamation Expansion Project.</b>
<b>Agenda Item Requestor:</b>	Deputy City Administrator Ginger Faught
<b>Council Member Sponsor:</b>	Mayor Pro Tem Foulds
<b>Summary/Background:</b>	
<p>The Change Order is necessary due to additional surveying needed at the RPC properties located on FM150. This additional surveying is being done at the property owners request and is an effort to save trees.</p> <p>The total amount for this Change Order is \$3,419.00</p>	

<b>Commission Recommendations:</b>	N/a
<b>Actions by Other Jurisdictions/Entities:</b>	N/a
<b>Previous Council Action:</b>	N/a
<b>Recommended Council Action:</b>	N/a
<b>Alternatives/Options:</b>	
<b>Budget/Financial Impact:</b>	
<b>Attachments:</b>	SAM, Inc. Change Order 4
<b>Related Documents at City Hall:</b>	Original Contract Documents
<b>Public Notice Process:</b>	N/a
<b>Public Comments:</b>	N/a
<b>Enforcement Issues:</b>	N/a
<b>Comprehensive Plan Element:</b>	N/a
<b>Next Step/Schedule:</b>	

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made this 28th day of May, 2019, (the "Effective Date"), by and between the City of Dripping Springs a municipal corporation, hereinafter called "City", with offices located at 511 Mercer Street, Dripping Springs, Texas 78620, and Surveying And Mapping, LLC and its wholly owned subsidiary SAM-Construction Services, LLC, a Texas limited liability company, hereinafter called "SAM", with offices located at 4801 Southwest Parkway, Parkway Two, Suite 100, Austin, Texas 78735; City of Dripping Springs and SAM being referred to herein collectively as the "Parties", and individually as a "Party".

1. **Purpose and Scope** - This Agreement is a master contract between City of Dripping Springs and SAM whereby in consideration of the covenants and provisions hereinafter provided, it shall include:
  - a. Aerial LiDAR and Wastewater Easement mapping services in connection with the Wastewater Capital Improvement Project, located in Dripping Springs, Hays County Texas as defined graphically on Exhibit A.
  - b. SAM will also produce 3 inch ground sample distance (GSD) orthometric imagery 2000 feet wide centered on the proposed centerline for the entire corridor.
  - c. Phases will include:
    - i. Aerial Acquisition Phase: The entire 7.5 mile corridor
    - ii. Phase 1A: The area shown as "PROPOSED WEST INTERCEPTOR"
    - iii. Phase 1B: The area shown as "PROPOSED FORCE MAIN EXTENSION"
    - iv. Phase 2: The area shown as "PROPOSED EAST INTERCEPTOR" and "PROPOSED SOUTH COLLECTOR"
  - d. Projects as outlined in the attached Scope of Services in Attachment "A".
  
2. **Responsibilities of SAM** - In the performance of any operations and Work hereunder, SAM shall furnish at its own expense any and all reasonably necessary labor and supervision, goods, machinery, equipment, tools, transportation, and whatever else is reasonably necessary for the performance and timely completion of the Work herein provided for at the job site (other than such items thereof as City of Dripping Springs specifically agrees in the Work Order to furnish), all in good condition and suitable for the Work to be performed hereunder, and shall perform the Work specified in the Work Order and/or described in the specifications and/or drawings that may be attached thereto. SAM hereby agrees that all Work will be performed by personnel who are trained in safety and in the Work to be performed. SAM agrees that any action undertaken in connection with performance of this Agreement shall be in reasonable compliance with all applicable laws, rules and regulations. The obligations of SAM and City of Dripping Springs under this Paragraph are subject to Paragraph 9 hereof.
  
3. **Property Protection** – SAM shall use reasonable efforts to perform the Work in a manner which causes the minimum of inconvenience, disturbance, and damage to the property of City of Dripping Springs and affected landowners. "Damage" shall be defined as any injury to property caused by SAM that exceeds normal and ordinary injury associated with surveying

operations. SAM shall reasonably restore all Damage to as good a condition as before any such Damage occurred and to the reasonable satisfaction of City of Dripping Springs. City of Dripping Springs reserves the right to specify additional conditions of restoration on a Work Order basis and agrees that SAM may be compensated for costs associated with such additional conditions of restoration.

4. **Independent Contractor** – SAM shall be deemed an independent contractor with respect to this Agreement and all Work done and services performed hereunder, and neither SAM nor anyone used or employed by or subcontracted by SAM shall be deemed for any purpose to be the agent, servant or representative of City of Dripping Springs in the performance of such Work or services or any part hereof, or in any matter dealt with herein, and City of Dripping Springs shall have no direction or control of SAM or its employees and agents, except in the results to be obtained. Neither SAM nor anyone used or employed by SAM will have any right to any pension or welfare plans, including, without limitation, savings, retirement, medical, dental, insurance, or vacation plans or any benefits sponsored by City of Dripping Springs. Furthermore, neither SAM nor anyone used or employed by SAM will have any authority to bind City of Dripping Springs to any Third Parties without specific written authority from City of Dripping Springs. It is understood that by this provision, neither Party is assuming any liability for the actions or omissions of the other Party. Neither shall City of Dripping Springs nor any of its employees be deemed a borrowed servant for any purpose hereunder or with respect to the Work or activities, whether incidental or otherwise, of SAM.
  
5. **Insurance** - As to all operations provided for herein by SAM and at SAM's sole expense, SAM shall carry and maintain at all times during the performance of services hereunder, for the benefit of City of Dripping Springs, the following minimum insurance coverage with policy territory sufficient to cover the Work hereunder. Upon request by City of Dripping Springs, SAM shall provide to City of Dripping Springs certificates of insurance and other evidence of such policies of insurance maintained by SAM and all subcontractors, in the event that any policies of insurance are modified in any respect, cancelled, or terminated for any reason, SAM agrees to immediately notify City of Dripping Springs of such. Also, in the event that SAM should use or engage any subcontractors, said subcontractors are also required to maintain the following minimum coverage:
  - a. **Workers Compensation** in accordance with the statutory requirements of the governmental entities with jurisdiction over personnel engaged by each Party who are performing Work, Services and **Employer's Liability** insurance with a limit of not less than \$1,000,000 each occurrence;
  - b. **Comprehensive Automobile Liability** insurance covering owned, non-owned and hired vehicles with limits of liability of not less than \$1,000,000 combined single limits for Bodily Injury and Property Damage claims;
  - c. **Comprehensive General Liability** insurance with limits of liability in a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage claims;
  - d. **Professional Liability** insurance with an aggregate limit of not less than \$1,000,000 covering City of Dripping Springs against any and all sums which SAM may be legally obligated to pay on account of any professional liability arising out of the performance of this Agreement;



- e. **Umbrella Excess Liability** insurance as to items a through d with a limit of not less than \$4,000,000 each occurrence and an aggregate limit of not less than \$4,000,000.
  - f. **Each Party** shall, upon request, furnish certificates showing that the above insurance is and will be in effect during the performance of Work hereunder, and shall specify that each Party must be given, in writing, thirty (30) days notice of cancellation, termination, or alteration of the policies evidenced by certificates.
7. **Indemnity** – SAM with respect to professional liability, shall indemnify, hold and save harmless City of Dripping Springs, their officers, agents and employees, from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever arising from negligent acts or omissions or misconduct of SAM, its employees and agents, and SAM's subcontractors, and suppliers, their employees and agents. SAM, with respect to all liability other than for professional acts, shall indemnify, defend, hold and save harmless City of Dripping Springs their officers and employees, from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever arising from acts, omissions or conduct of SAM, its employees and agents, and SAM's subcontractors, and suppliers, their employees and agents.
- SAM will carry insurance sufficient to support the indemnity agreements contained herein.
8. **Controlling Documents** - This Agreement does not obligate City of Dripping Springs to order work from SAM, nor does it obligate SAM to accept orders for work, but this Agreement shall control and govern all work accepted by SAM and shall define the rights and obligations of City of Dripping Springs and SAM during the term hereof, except as modified by any Work Order. The scope of the Work and required services may be changed upon written notice by City of Dripping Springs to SAM.
9. **Force Majeure** - Neither City of Dripping Springs nor SAM shall be liable for any delay due, occasioned or caused as a result of any applicable laws, orders, rules or regulations of governmental authorities or by causes beyond the control of a Party to overcome by the exercise of due diligence (herein called "**Force Majeure**").
10. **Commencement and Completion of Work** – SAM agrees to commence and complete said Work with due diligence and in a timely manner. SAM agrees to commence said Work at the time mutually agreed upon by both Parties unless SAM is prevented from commencing or continuing said Work by Force Majeure.
11. **Hiring of Employees** – City of Dripping Springs may not directly or indirectly, without the prior express written consent of SAM, offer or solicit for employment, employ, or otherwise engage the services of SAM's personnel during the term of this Agreement and for twenty-four (24) months after termination or expiration of this Agreement. For purposes of this clause, "**personnel**" includes (a) all individuals that SAM and its subsidiaries employ or (b) all independent contractors engaged by SAM to perform Work pursuant to this Agreement. City of Dripping Springs acknowledges that SAM's personnel have executed a fully enforceable restrictive covenant which forbids the former SAM's personnel from acceptance

of employment with a client or competitor and that City of Dripping Springs agrees that it is precluded as a matter of law from interfering with such. City of Dripping Springs agrees that SAM has no adequate remedy at law to enforce this restrictive covenant and that SAM may pursue but is not obligated to pursue all equitable remedies including without limitation injunctive relief so as to enforce the terms of this restrictive covenant. Notwithstanding anything contained herein or elsewhere stated, City of Dripping Springs agrees that in the event of a breach of this Paragraph 11 (i) the calculation of damages would be difficult or unascertainable to any reasonable degree of certainty; (ii) the amount of the liquidated damages stated in this Paragraph 11 is a reasonable estimate of the actual damages that SAM would suffer if there were a breach by City of Dripping Springs; and (iii) the harm to SAM would be imminent as a result of City of Dripping Springs's breach of this Paragraph 11. Based on what the Parties presently know given the SAM personnel who will be providing the Work under this Agreement or any Work Order, the Parties hereto agree as follows: (i) an estimate of the damages that would accrue if a breach of this Paragraph 11 occurred in the future is that sum equal to 1.5 times the SAM employee's then-annual salary; (ii) this amount of liquidated damages is a fair and reasonable estimate of the damages that would accrue to SAM if such a breach occurred; and (iii) such liquidated damages would not act as a penalty to City of Dripping Springs. City of Dripping Springs agrees that SAM reserves to the fullest extent and may pursue all other remedies, whether legal or otherwise, which may be asserted by SAM. If this paragraph or any portion hereof is held to be unenforceable or requires reformation, then City of Dripping Springs agrees that the unenforceable provision shall be modified only to the extent necessary to cause such provision to be reasonable and to impose a restriction(s) that is not greater than necessary to protect the goodwill and business interests of SAM as reformed.

SAM may not directly or indirectly, without the prior express written consent of City of Dripping Springs, offer or solicit for employment, employ, or otherwise engage the services of City personnel during the term of this Agreement and for twenty-four (24) months after termination or expiration of this Agreement. For purposes of this clause, "personnel" includes (a) all individuals that City of Dripping Springs and its subsidiaries employ or (b) all independent contractors engaged by City of Dripping Springs to perform Work pursuant to this Agreement. SAM acknowledges that City personnel have executed a fully enforceable restrictive covenant which forbids the former City personnel from acceptance of employment with a client or competitor and that SAM agrees that it is precluded as a matter of law from interfering with such. SAM agrees that City of Dripping Springs has no adequate remedy at law to enforce this restrictive covenant and that City of Dripping Springs may pursue but is not obligated to pursue all equitable remedies including without limitation injunctive relief so as to enforce the terms of this restrictive covenant. Notwithstanding anything contained herein or elsewhere stated, SAM agrees that in the event of a breach of this Paragraph 11 (i) the calculation of damages would be difficult or unascertainable to any reasonable degree of certainty; (ii) the amount of the liquidated damages stated in this Paragraph 11 is a reasonable estimate of the actual damages that City of Dripping Springs would suffer if there were a breach by SAM; and (iii) the harm to City of Dripping Springs would be imminent as a result of SAM's breach of this Paragraph 11. Based on what the Parties presently know given the City of Dripping Springs personnel who will be providing services under this Agreement or any Work Order, the Parties hereto agree as follows: (i) an estimate of the damages that would accrue if a breach of this Paragraph 11 occurred in the future is that sum equal to 1.5 times the

City employee's then-annual salary; (ii) this amount of liquidated damages is a fair and reasonable estimate of the damages that would accrue to City of Dripping Springs if such a breach occurred; and (iii) such liquidated damages would not act as a penalty to SAM. SAM agrees that City of Dripping Springs reserves to the fullest extent and may pursue all other remedies, whether legal or otherwise, which may be asserted by City of Dripping Springs. If this paragraph or any portion hereof is held to be unenforceable or requires reformation, then SAM agrees that the unenforceable provision shall be modified only to the extent necessary to cause such provision to be reasonable and to impose a restriction(s) that is not greater than necessary to protect the goodwill and business interests of City of Dripping Springs as reformed.

12. **Term and Termination** - This Agreement shall be effective as of the Effective Date and shall continue in force until terminated in accordance with the provisions hereof. This Agreement may be terminated prospectively by either Party at any time, without cause and without liability, upon thirty (30) days' prior written notice to the other Party; provided, however, the terms and provisions of this Agreement shall continue to apply to all Work Orders then in existence, and neither Party shall by reason of such prospective termination of this Agreement be relieved of its respective obligations and liabilities theretofore or thereafter arising from or incident to the Work performed or services rendered under any existing Work Order.

13. **Property and Data** - Documents Provided by City of Dripping Springs - City of Dripping Springs agrees to provide SAM with any and all documents necessary to identify the ownership, location and condition of the property to be surveyed, including, but not limited to, deeds, maps, title information, and permits; and to obtain for SAM the authorization of the property owner and/or tenant to enter upon the property for the purpose of conducting Work thereon.

Ownership of Work Product – SAM acknowledges that all original papers, documents, maps, surveys, and other work product and copies thereof, produced by City of Dripping Springs pursuant to this Agreement shall remain the property of City of Dripping Springs except documents which are required to be filed with public agencies. SAM further acknowledges that City of Dripping Springs's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as City of Dripping Springs is not in default pursuant to the terms and conditions of this Agreement and SAM has performed all obligations under this Agreement.

Use of Work Product – SAM acknowledges that City of Dripping Springs is requesting services to be performed under the applicable Work Order(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, and other interested persons. City of Dripping Springs agrees that the Work product prepared by SAM may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate the work product into other documents. SAM agrees to provide copies of the Work product mutually agreed upon by both Parties described in the Work Orders hereof.

14. **Permits and Licenses** – SAM shall not be responsible for any expenses or costs or liabilities whatsoever related to or for providing any permits, licenses, or similar legal instruments or

authorizations required to implement or accomplish projects, permit or license sites, related to its Work and services listed in Work Orders. SAM shall not be required to perform any Work under any Work Order which requires a local, state, or federal license to practice which it does not possess or which in SAM's sole judgment SAM is unqualified to perform, such as but not limited to: legal opinions, real estate brokerage or agency, certified public accounting, and certain professional engineering work in various states and localities.

15. **Safety** – SAM agrees to maintain and abide by an Alcohol, Drug, and Safety Program and any other programs or certifications from any regulatory or oversight agencies, organizations or bodies that are required for the Work SAM will perform hereunder. SAM represents that it and its employees and subcontractors are familiar with safety policies and procedures with respect to the Work to be performed by SAM. SAM further represents that it and its employees and subcontractors will comply with safety policies and procedures while engaged in all work during the term hereof.
16. **Compensation** - Compensation to SAM for the services and work covered by the Scope of Services attached as Attachment "A" and the Fee Schedule attached as part of Attachment "A". The total services covered by this agreement shall not exceed two hundred sixty thousand four hundred forty-seven dollars (\$260,440).
- SAM shall submit to City of Dripping Springs an invoice and City of Dripping Springs shall pay SAM all amounts due under such invoice within fifteen (15) days from date of receipt and approval by the City of each invoice.
18. **Assignment** - This Agreement shall not be assigned by either Party without the prior written consent of the other Party, except that a Party hereto may assign this Agreement to any parent or subsidiary without the prior written consent of the other Party.
19. **Notices** - All notices, Work Orders, and other communications required, permitted or desired to be given hereunder must be in writing and shall be sent to either Party at the addresses listed below or by hand delivery or by facsimile transmission or by email. Effective date is date notice is received by the addressee. Each Party may change its address by notifying the other Party in writing.

- a. City of Dripping Springs  
Attn: City Administrator  
511 Mercer Street  
Dripping Springs, Texas 78620  
Phone: (512) 858-4725  
Email: [mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com)

With copy to:

Laura Mueller  
Assistant City Attorney  
[laura@texasmunicipallawyers.com](mailto:laura@texasmunicipallawyers.com)

b. Surveying And Mapping, LLC  
Attn: Patrick A. Smith, Senior Vice President  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Phone: (512) 447-0575  
Fax: (512) 326-3029  
Email: [psmith@sam.biz](mailto:psmith@sam.biz)

With copy to:  
Cookie F. Munson  
General Counsel  
[cmunson@sam.biz](mailto:cmunson@sam.biz)

- 20. Business Records** – SAM shall maintain books and records supporting all costs for the Consulting Services performed under this Agreement. During SAM normal business hours for the duration of this Agreement, and for a period of two (2) years thereafter, City of Dripping Springs shall have reasonable access to such books or records, which are non-proprietary and specifically and directly related to Work performed under this Agreement, reasonably required to either verify reimbursable costs or to otherwise ensure compliance with the terms of this Agreement.
- 21. Conflict in Terms/Order of Precedence** - In the event of any conflict between this Agreement and the express terms of a Work Order, the terms of the Work Order shall conclusively control as to all matters contained within the Work Order.
- 22. Jurisdiction and Compliance with Law** - This Agreement shall be governed by, and construed and interpreted pursuant to, the laws of the state of Texas, without regard to any choice of law rules or principles which may direct the application of the laws of another jurisdiction. Venue for any dispute related to the subject matter of this Agreement, its construction or interpretation, or enforceability, or any Work Order shall be in Hays County, Texas.
- 23. Enforceability of the Agreement** - If any part or provision of this Agreement is judicially declared invalid or unenforceable, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the part or parts of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent to make it enforceable. Excluding paragraph 11 and only if such be necessary as to the remainder of the Agreement, the Agreement shall be deemed to be amended so as to delete or modify the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein. City of Dripping Springs agrees that SAM is not liable to City of Dripping Springs and SAM is fully and completely released and discharged from any claim for attorneys' fees, costs, and damages which may be asserted by City of Dripping Springs related to any action for interpretation, enforcement, and reformation

of Paragraph 11.

- 24. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- 25. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement. **26. Entire Agreement and Amendments** - This Agreement, together with any Work Order entered into pursuant to this Agreement, contains the entire agreement between the Parties hereto with respect to the subject matter hereof. No amendment to this Agreement or to any Work Orders shall be binding upon either Party hereto, unless it is in writing and executed on behalf of each Party hereto by a duly authorized representative and expressly specified as such. This Agreement supersedes all previous agreements, whether written or oral, entered into between the Parties.
- 27. Binding Authority** - Each of the persons executing this Agreement represents and warrants that he or she has full right and authority to execute this instrument on behalf of SAM or City of Dripping Springs, as the case may be, and to bind such Party to the fulfillment of all of the provisions hereof.
- 28. Counterparts.** This Agreement may be signed in counterparts, each of which may be deemed an original and all of which together constitute one and the same agreement.
- 29. Digital Copy.** This Agreement may be digitally copied and stored (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither Party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

Surveying And Mapping, LLC

By: Patrick A. Smith

Title: Senior Vice President

Signature: [Handwritten Signature]

Date: 05/28/2019

City of Dripping Springs

By: [Handwritten Signature]

Title: Mayor

Signature: Todd Purcell

Date: 6/14/19



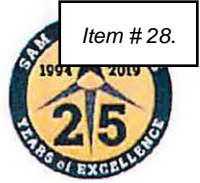


**Attachment A**

**Scope of Services**



Surveying And Mapping, LLC  
4801 Southwest Parkway, Building Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz TX Firm # 10064300



## EXHIBIT "A"

May 13, 2019

City of Dripping Springs  
Ginger Faught  
Deputy City Administrator  
511 Mercer Street  
Dripping Springs, TX 78620

Re: Waste Water Capital Improvement Project – Aerial LiDAR and Easement ROW Mapping  
City of Dripping Springs  
Hays County, Texas  
SAM Proposal 1018047232

Dear Ginger,

Surveying And Mapping, LLC (SAM) is pleased to provide City of Dripping Springs (the City) this proposed scope of services and fee estimate for professional surveying and mapping services in connection with the City Dripping Springs Wastewater Capital Improvements project. This proposal is based on information provided to us on April 9, 2018.

After you have reviewed the attached proposed Scope of Services and Fee Estimate, please do not hesitate to call if you have any questions or comments. Thank you for the opportunity to be of service. We are looking forward to working with you on this project. This project will be completed under a master services agreement between City of Dripping Springs and SAM.

Sincerely,

Gordon N. Anderson, R.P.L.S.  
Senior Project Manager

**CITY OF DRIPPING SPRINGS  
WASTE WATER CAPITAL IMPROVEMENT PROJECT  
AERIAL AND EASEMENT MAPPING  
SCOPE OF SERVICES**

**UNDERSTANDING**

It is Surveying And Mapping, LLC's (SAM) understanding that the City of Dripping Springs is requesting aerial LiDAR and Wastewater Easement mapping services in connection with the above referenced project, located in Dripping Springs, Hays County Texas as defined graphically on *Exhibit A*. The project area includes acquisition of an approximate overall 7.5 mile long corridor from which 2D planimetric and 3D DTM data will be extracted to produce a 1' contour map, 200 feet wide, centered on proposed alignment(s). Additionally, SAM will produce 3-inch ground sample distance (GSD) orthometric imagery 2000 feet wide centered on the proposed centerline for the entire corridor. It is our understanding that the project will be broken into two phases. This scope will divide the areas into phases as follows:

**Aerial Acquisition Phase:** The entire 7.5 mile corridor

**Phase 1A:** The area shown as "PROPOSED WEST INTERCEPTOR"

**Phase 1B:** The area shown as "PROPOSED FORCE MAIN EXTENSION"

**Phase 2:** The area shown as "PROPOSED EAST INTERCEPTOR" and "PROPOSED SOUTH COLLECTOR"

**AERIAL ACQUISITION PHASE**

**LIDAR Acquisition and Truthing Survey**

Targeted and/or photo identifiable control points (6) will be used to calibrate the LiDAR point cloud and aerial imagery. Ground truthing check points on hard surfaces and vegetated surfaces will be used to then verify final surface accuracy.

*Digital data accuracy will be acquired and processed to American Society for Photogrammetry and Remote Sensing (ASPRS) Standards for Digital Geospatial Data as follows:*

*Horizontal: Absolute accuracy 0.3' RMSE in x or y (0.4' RMSEr) for well-defined features*

*Vertical: Absolute accuracy 0.33' RMSEz on open ground and non-vegetated surface*

Using the ground truthing data on vegetated surfaces, we will produce an RMSE report that will show the expected error within these areas.

**Acquisition**

SAM will collect aerial LiDAR and Imagery of the project site in one mobilization. The calibrated point cloud will be used to support the orthos and planimetric linework. The bare earth classified point cloud will be provided with the other deliverables to assist engineers with design work.

**Direct Image Geo-referencing**

SAM will begin the image processing immediately after receiving and accepting the imagery. All ABGPS/IMU data will be imported into the project, and control points will be measured on every photo on which they occur. We will then perform an analysis which will compare the given coordinates of the ground control points with their locations projected and adjusted on the individual photos and directly geo-reference the images to the point cloud.

### **Orthophoto Processing**

The digital orthophotos will be processed to have a 3-inch ground sample distance (GSD) resolution. The LiDAR bare earth filtered dataset will be used to rectify the aerial imagery. The digital orthophotos will be mosaicked and checked to insure color, tone and contrast is optimized across the project area. Mosaic lines will be manually placed and hidden along linear features to avoid cutting through buildings and other above ground structures. Individual tiles will be cut to limit the file size to less than 10 MB. Imagery will be provided in TIF/TFW or ECW/EWW formats.

### **LIDAR Mapping Assumptions**

In formulating this proposal, the following assumptions have been planned:

- LiDAR and Imagery acquisition for approximately 7.5 corridor miles, said corridor being no more than 2,000-feet wide throughout.
- Color digital imagery will be collected at 3-inch GSD.
- LiDAR will be collected at an approximate nominal density of 20 points per square meter.
- SAM will collect ground truthing shots spread among hard and vegetated surfaces for accuracy validation. All control and ground truthing will be performed simultaneously.
- Unless otherwise specified by the City, we will utilize the TxDOT CAD Standards.
- Supplemental survey of features that are obscured from aerial visibility is not included in this scope of work

### **PHASE 1A-SCOPE OF SERVICES**

Phase 1A is an approximate 1.97 mile corridor shown as "PROPOSED WEST INTERCEPTOR" beginning at Caliterra Parkway and continuing northwesterly along Onion Creek ending approximately 2000' northwesterly of Onion Road. For this area SAM will perform the following services:

#### **Project Control**

SAM will establish up to EIGHT (8) primary project control points. The survey control points (5/8" iron rods with SAM Control" plastic caps) will be set in locations that will likely be undisturbed by construction or County maintenance. The project control will be placed on horizontal and vertical datum, [NAD83 (2011)/NAVD88 values (Texas Coordinate System, South Central Zone)], or as provided by the City. All coordinates will be adjusted to surface by multiplying by a surface adjustment factor of 1.00011, or as provided by the City. Elevations will be derived from GPS observations using Geoid 2012A model.

- SAM will prepare a Survey Control Report listing adjusted coordinates of all horizontal and vertical control points.

#### **Right of Entry**

SAM will coordinate with HDR Engineering for right-of-entry (ROE) for the private properties, up to eleven (11) parcels, within Phase 1A limits for the purpose of establishing aerial LiDAR targets and to conduct topographic and Easement mapping surveys. SAM anticipates that HDR will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. SAM shall document any interactions with property owners while performing the work.

#### **Topographic Survey**

- SAM will utilize established project control and will supplement control as needed.
- Perform "on ground" design topographic survey within the limits of Phase 1A utilizing conventional survey

methods or Global Positioning Systems to collect natural ground shots at 100 foot intervals and at significant ground features for a corridor 200 feet wide centered on the proposed alignment received from the City.

- Manholes, if any, shall be located with flowline elevation information and rim elevations.
- Water valves, if any, shall be located and have elevations taken on the top of the nut within the valve box.
- Prepare a Digital Terrain Model and depict contours at 1' intervals. Include spot elevations to the nearest 0.01 foot on paved or hard surfaces, and to the nearest 0.10 foot on non-paved surfaces (i.e. grass, base of existing trees).
- Survey drawing will be submitted in electronic format, Civil 3D 2015 (.dwg).
- Imagery will be provided in 3-inch GSD orthophoto TIF and ECW formats.

#### **EASEMENT PLATTING SURVEY (up to 8 Parcels with plat descriptions)**

##### **Records Research and Deed Study**

SAM will perform a survey along the proposed alignment of the Proposed West Interceptor. SAM will conduct research in the Hays County Appraisal District offices to confirm property ownership for the 8 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. **SAM anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others.** Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.

##### **Field Surveys**

SAM will recover monuments marking the existing property lines of the properties from which an Easement is to be obtained and will tie to the project control. SAM will recover the corner or angle point monuments nearest to the proposed Easement lines on the side line of each of the subject properties and these corners will be tied to the project control.

SAM will utilize the topographic survey planimetric file to show any visible improvements within the proposed Easement acquisition areas for each parcel. Building corners and visible improvements within 25 feet of the proposed Easement sidelines will be located in the field and dimensioned on Easement plats.

##### **Boundary Analysis**

Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing property lines adjacent to or within proximity of the proposed Easement on each of the subject properties will be determined by SAM.

##### **Preparation of Documents**

1. SAM will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed Easement within the project limits will be labeled with the owner's name and deed recordation information.
2. Utilizing the boundary surveys performed by SAM and the proposed Easement line or centerline location provided by the City, SAM will compute the boundaries of the Easement parcels for each of the subject properties.
3. SAM will draft plats for the 11 parcels for Easement acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
4. SAM will prepare a field note (metes and bounds) description for each of the 8 parcels. A closure computation will be prepared for each of the descriptions.

5. To assure the accuracy of the documents, SAM will read the descriptions while all details are compared to base maps bearings, distances, stations and offsets, deed references, etc. Final mark-ups will be made and corrections completed.
6. All of the above described survey documents (base maps, property descriptions parcel plats and closure computations) will be submitted to the City for a one time review. Upon the completion of review of all Easement survey documents, SAM will make necessary corrections. The final Easement documents will then be delivered to the City.

#### **Monumentation**

5/8-inch iron rod with "SAM" plastic caps will be set where the Easement sideline intersects property lines, PCs, PTs, and angle points at no greater than 1,000 foot intervals along tangents on the proposed Easement sidelines (up to 40 total).

#### **PROJECT DELIVERABLES**

SAM will provide all files via secure ftp site and/or on a portable hard drive.

- Control calibration and ground truthing accuracy reports
- 1-Foot Contour Map in Civil 3D 2015 (.dwg) format
- 1":30' Scale 2D Planimetric Mapping in Civil 3D 2015 (.dwg) Format
- Digital Terrain Model
- Geopak TIN files
- Orthophotography – 3 inch GSD (TIFF & ECW)
- PDF file of scanned field book copies.
- Three original signed and sealed legal descriptions for each parcel.
- Three original signed and sealed individual survey plats on 8 1/2"x11" for each parcel.
- One set of area computation sheets for legal descriptions and plats and Easement base map with all parcels.
- Digital files on CD for the right-of-way base file and reference files in Civil 3D 2015 (.dwg) format.

#### **ADDITIONAL SERVICES**

Services additional to those scoped herein may be provided at the written request of the City. After receipt of the request for additional services, SAM will generate and submit for the City's approval a scope and fee for the services to be provided. These may include, but are not limited to, the following:

- Extraction of additional planimetric and/or topographic features outside of those scoped herein.
- Acquisition of additional areas not scoped herein.
- Subsurface Utility Engineering (SUE) services
- ROW/Easement surveying and mapping services beyond that scoped herein.
- Obtaining right of entry from the adjoining landowners to survey on private property beyond that scoped herein.
- Staking of the proposed Engineers centerline/baseline or proposed Easement line.
- Title abstracting or courthouse records research beyond that scoped herein.
- Surveying and document preparation for Drainage easements, Temporary Construction Easements and Denial of Access Lines.
- Additional work due to changes in alignment project.
- Obtaining title reports and supporting documents
- Any other services not specifically outlined

## **PHASE 1B SCOPE OF SERVICES**

Phase 1B is an approximate 1.78 mile corridor shown as “PROPOSED FORCE MAIN EXTENSION” beginning approximately one mile southeasterly of the intersection of FM 150 and County Route 12, running northerly parallel with FM 150. For this area SAM will perform the following services:

### **Phase 1B Control**

SAM will utilize existing primary control points within or near the limits of Phase 1B and will supplement as needed to complete the survey tasks per the scope.

### **Right of Entry**

SAM will coordinate with HDR Engineering to obtain right-of-entry (ROE) for the private properties, up to fourteen (14) parcels, within Phase 1B limits for the purpose of establishing aerial LIDAR targets and to conduct topographic and ROW mapping surveys. SAM anticipates that the City will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. SAM shall document any interactions with property owners while performing the work.

### **AERIAL TOPOGRAPHIC SURVEY**

- A 2000 foot wide corridor of LIDAR and ortho imagery approximately 1.78 miles long will be collected and calibrated to provided control coordinates, 1000 feet left and right of the proposed centerline.
- A 200 foot wide corridor of LIDAR will be mapped accordingly to provide 1' contour mapping, 100 feet left and right of the centerline for the southerly first 1.0 mile. **The remaining 0.78 miles is not a part of the final mapping at the time, to be held for processing at a later date.**
- A report demonstrating accuracy of LiDAR data against observed control elevations will be provided.
- SAM will place and position 6 aerial mapping control locations along the length of the project corridor, and provide 10 additional ground truthing shots to verify the accuracy of the LIDAR data.
- Prepare a Digital Terrain Model and depict contours at 1' intervals. Include spot elevations to the nearest 0.01 foot on paved or hard surfaces, and to the nearest 0.10 foot on non-paved surfaces (i.e. grass, base of existing trees) for the southerly first 1.0 mile only.
- Survey drawing will be submitted in Civil 3D 2015 (.dwg) format
- Imagery will be provided in 3-inch GSD orthophoto TIF and ECW formats.

### **Digital Terrian Model (DTM) – (1.0 Corridor Miles)**

On the first 1.0 corridor miles acquired, SAM will produce a DTM derived from the LiDAR data acquired. For this purpose we will extract any major grade breaks within the project limits and generate a clean ground surface by removing apparent vegetation from the model. Using the resulting clean ground surface we will derive a 10-foot x 10-foot maximum grid of points (model keypoints) that, together with the extracted breaklines and major grade breaks, will serve as the basis of the DTM and TIN.

### **2D Planimetric Features**

2D Planimetric features within the 2,000-foot wide corridor will be extracted from both the LiDAR and imagery. These will be delivered in a separate 2D DGN.

### **Direct Image Georeferencing**

SAM will begin the image processing immediately after receiving and accepting the imagery. All ABGPS/IMU data will be imported into the project, and control points will be measured on every photo on which they occur. We will then perform an analysis which will compare the given coordinates of the ground control points with their locations projected and adjusted on the individual photos and directly geo-reference the images to the point cloud.

### **Orthophoto Processing**

The digital orthophotos will be processed for the 1.78 mile corridor to have a 3-inch ground sample distance (GSD) resolution. The LiDAR bare earth filtered dataset will be used to rectify the aerial imagery. The digital orthophotos will be mosaicked and checked to insure color, tone and contrast is optimized across the project area. Mosaic lines will be manually placed and hidden along linear features to avoid cutting through buildings and other above ground structures. Individual tiles will be cut to limit the file size to less than 10 MB. Imagery will be provided in TIF/TFW or ECW/EWW formats.

### **EASEMENT PLATTING SURVEY (up to 14 Parcels with plat descriptions)**

#### **Records Research and Deed Study**

SAM will perform a survey along the proposed alignment of the proposed west interceptor first mile. SAM will conduct research in the Hays County Appraisal District offices to confirm property ownership for the 14 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. **SAM anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others.** Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.

#### **Field Surveys**

SAM will recover monuments marking the existing property lines of the properties from which an Easement is to be obtained and will tie to the project control. SAM will recover the corner or angle point monuments nearest to the proposed Easement lines on the side line of each of the subject properties and these corners will be tied to the project control.

SAM will utilize the topographic survey planimetric file to show any visible improvements within the proposed Easement acquisition areas for each parcel. Building corners and visible improvements within 25 feet of the proposed Easement sidelines will be located in the field and dimensioned on Easement plats.

#### **Boundary Analysis**

Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing property lines adjacent to or within proximity of the proposed Easement on each of the subject properties will be determined by SAM.

#### **Preparation of Documents**

1. SAM will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed Easement within the project limits will be labeled with the owner's name and deed recordation information.
2. Utilizing the boundary surveys performed by SAM and the proposed Easement line or centerline location provided by the City, SAM will compute the boundaries of the Easement parcels for each of the subject properties.
3. SAM will draft plats for the 15 parcels for Easement acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
4. SAM will prepare a field note (metes and bounds) description for each of the 14 parcels. A closure computation will be prepared for each of the descriptions.



5. To assure the accuracy of the documents, SAM will read the descriptions while all details are compared to base maps bearings, distances, stations and offsets, deed references, etc. Final mark-ups will be made and corrections completed.
6. All of the above described survey documents (base maps, property descriptions parcel plats and closure computations) will be submitted to the City for a one time review. Upon the completion of review of all Easement survey documents, SAM will make necessary corrections. The final Easement documents will then be delivered to the City.

#### **Monumentation**

5/8-inch iron rod with "SAM" plastic caps will be set where the Easement sideline intersects property lines, PCs, PTs, and angle points at no greater than 1,000 foot intervals along tangents on the proposed Easement sidelines (up to 40 total).

#### **PROJECT DELIVERABLES**

SAM will provide all files via secure ftp site and/or on a portable hard drive.

- Control calibration and ground truthing accuracy reports
- 1-Foot Contour Map in Civil 3D (.dwg) format
- 1":30' Scale 2D Planimetric Mapping in Civil 3D 2015 (.dwg) Format
- Digital Terrain Model
- Geopak TIN files
- Orthophotography – 3 inch GSD (TIFF & ECW)
- PDF file of scanned field book copies.
- Three original signed and sealed legal descriptions for each parcel.
- Three signed and sealed individual survey plats on 8 1/2"x11" for each parcel.
- One set of area computation sheets for legal descriptions and plats and Easement base map with all parcels.
- Digital files on CD for the right-of-way base file and reference files in Civil 3D 2015 (.dwg) format.

#### **ADDITIONAL SERVICES**

Services additional to those scoped herein may be provided at the written request of the City. After receipt of the request for additional services, SAM will generate and submit for the City's approval a scope and fee for the services to be provided. These may include, but are not limited to, the following:

- Extraction of additional planimetric and/or topographic features outside of those scoped herein.
- Acquisition of additional areas not scoped herein.
- Subsurface Utility Engineering (SUE) services
- ROW/Easement surveying and mapping services beyond that scoped herein.
- Obtaining right of entry from the adjoining landowners to survey on private property beyond that scoped herein.
- Staking of the proposed Engineers centerline / baseline or proposed Easement line.
- Title abstracting or courthouse records research beyond that scoped herein.
- Surveying and document preparation for Drainage easements, Temporary Construction Easements and Denial of Access Lines.
- Additional work due to changes in alignment project.
- Any other services not specifically outlined herein.
- Obtaining title reports and supporting documents

## **PHASE 2 SCOPE OF SERVICES**

Phase 2 is an approximate 3.7 mile corridor containing the areas shown as “PROPOSED SOUTH COLLECTOR” and “PROPOSED EAST INTERCEPTOR” beginning at existing WWTP site approximately 0.52 miles southerly of the of FM 150 and running north for 0.3 miles, east for 0.8 mile then north 2.3 miles to Highway 290. For Phase 2 SAM will perform the following services:

### **Project Control**

SAM will establish up to four (4) primary project control points within Phase 2 limits. The survey control points (5/8” iron rods with SAM Control” plastic caps) will be set in locations that will likely be undisturbed by construction or County maintenance. The project control will be placed on horizontal and vertical datums [NAD83 (2011)/NAVD88 values (Texas Coordinate System, South Central Zone)]. All coordinates will be adjusted to surface by multiplying by a surface adjustment factor of 1.00011, or as provided by the County. Elevations will be derived from GPS observations using Geoid 2012A model.

- SAM will prepare a Survey Control Report listing adjusted coordinates of all horizontal and vertical control points.

SAM will establish up to 3 aerial panels for the aerial LiDAR acquisition and tie them to the primary project control. Elevations will be derived from GPS observations using Geoid 2012A model.

### **Right of Entry**

SAM will coordinate with HDR Engineering to obtain right-of-entry (ROE) for the private properties, up to thirteen (13) parcels, within Phase 2 limits for the purpose of establishing aerial LiDAR targets and to conduct topographic and easement mapping surveys. SAM anticipates that HDR will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. SAM shall document any interactions with property owners while performing the work.

## **AERIAL TOPOGRAPHIC SURVEY**

- A 2000 foot wide corridor of LiDAR and ortho imagery approximately 3.7 miles long will be collected and calibrated to provided control coordinates, 1000 feet left and right of the proposed centerline.
- A 200 foot wide corridor of LiDAR will be mapped accordingly to provide 1’ contour mapping, 100 feet left and right of the centerline.
- A report demonstrating accuracy of LiDAR data against observed control elevations will be provided.
- SAM will place and position 3 aerial mapping control locations along the length of the project corridor, and provide 10 additional ground truthing shots to verify the accuracy of the LiDAR data.
- Prepare a Digital Terrain Model and depict contours at 1’ intervals. Include spot elevations to the nearest 0.01 foot on paved or hard surfaces, and to the nearest 0.10 foot on non-paved surfaces (i.e. grass, base of existing trees).
- Survey drawing will be submitted in electronic format Civil 3D 2015 (.dwg) format.
- Imagery will be provided in 3-inch GSD orthophoto TIF and ECW formats.

### **Digital Terrian Model (DTM) – (3.7 Corridor Miles)**

On the entire 3.7 corridor miles acquired, SAM will produce a DTM derived from the LiDAR data acquired. For this purpose we will extract any major grade breaks within the project limits and generate a clean ground surface by removing apparent vegetation from the model. Using the resulting clean ground surface we will derive a 10-foot x 10-foot maximum grid of points (model keypoints) that, together with the extracted breaklines and major grade breaks, will serve as the basis of the DTM and TIN.

## **EASEMENT PLATTING SURVEY (up to 13 Parcels with plat descriptions)**

### **Records Research and Deed Study**

SAM will perform a survey along the proposed alignment of the proposed East Interceptor. SAM will conduct research in the Hays County Appraisal District offices to confirm property ownership for the 13 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. **SAM anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others.** Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.

### **Field Surveys**

SAM will recover monuments marking the existing property lines of the properties from which an Easement is to be obtained and will tie to the project control. SAM will recover the corner or angle point monuments nearest to the proposed Easement lines on the side line of each of the subject properties and these corners will be tied to the project control.

SAM will utilize the topographic survey planimetric file to show any visible improvements within the proposed Easement acquisition areas for each parcel. Building corners and visible improvements within 25 feet of the proposed Easement sidelines will be located in the field and dimensioned on Easement plats.

### **Boundary Analysis**

Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing property lines adjacent to or within proximity of the proposed Easement on each of the subject properties will be determined by SAM.

### **Preparation of Documents**

1. SAM will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed Easement within the project limits will be labeled with the owner's name and deed recordation information.
2. Utilizing the boundary surveys performed by SAM and the proposed Easement line or centerline location provided by the City, SAM will compute the boundaries of the Easement parcels for each of the subject properties.
3. SAM will draft plats for the 13 parcels for Easement acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
4. SAM will prepare a field note (metes and bounds) description for each of the 13 parcels. A closure computation will be prepared for each of the descriptions.
5. To assure the accuracy of the documents, SAM will read the descriptions while all details are compared to base maps bearings, distances, stations and offsets, deed references, etc. Final mark-ups will be made and corrections completed.
6. All of the above described survey documents (base maps, property descriptions parcel plats and closure computations) will be submitted to the City for a one time review. Upon the completion of review of all Easement survey documents, SAM will make necessary corrections. The final Easement documents will then be delivered to the City.

**Monumentation**

5/8-inch iron rod with "SAM" plastic caps will be set where the Easement sideline intersects property lines, PCs, PTs, and angle points at no greater than 1,000 foot intervals along tangents on the proposed Easement sidelines (up to 40 total).

**PROJECT DELIVERABLES**

SAM will provide all files via secure ftp site and/or on a portable hard drive.

- Control calibration and ground truthing accuracy reports
- 1-Foot Contour Map in Civil 3D 2015 (.dwg) format
- 1":30' Scale 2D Planimetric Mapping in Civil 3D 2015 (.dwg) Format
- Digital Terrain Model
- Geopak TIN files
- Orthophotography – 3 inch GSD (TIFF & ECW)
- PDF file of scanned field book copies.
- Three signed and sealed legal descriptions for each parcel.
- Three signed and sealed individual survey plats on 8 1/2"x11" for each parcel.
- One set of area computation sheets for legal descriptions and plats and Easement base maps with all parcels.
- Digital files on CD for the right-of-way base file and reference files in Civil 3D 2015 (.dwg) format.

**ADDITIONAL SERVICES**

Services additional to those scoped herein may be provided at the written request of the City. After receipt of the request for additional services, SAM will generate and submit for the City's approval a scope and fee for the services to be provided. These may include, but are not limited to, the following:

- Extraction of additional planimetric and/or topographic features outside of those scoped herein.
- Acquisition of additional areas not scoped herein.
- Subsurface Utility Engineering (SUE) services
- ROW/Easement surveying and mapping services beyond that scoped herein.
- Obtaining right of entry from the adjoining landowners to survey on private property beyond that scoped herein.
- Staking of the proposed Engineers centerline/baseline or proposed Easement lines.
- Title abstracting or courthouse records research beyond that scoped herein.
- Surveying and document preparation for Drainage easements, Temporary Construction Easements and Denial of Access Lines.
- Additional work due to changes in alignment project.
- Any other services not specifically outlined herein.
- Obtaining Title reports and supporting documents

**FEE SCHEDULE - ALL PHASES**

The services described herein will be invoiced on a **Time and Materials, not to exceed**, according to the following for each phase:

**ACQUISITION PHASE**

Aerial acquisition (planning and flight)	\$10,505.00	
Calibration	\$3,182.00	
Aerial Survey Control (20 points)	\$7,308.00	
Ground truthing, verification	\$3,312.00	
<b>Sub Total</b>		<b>\$24,307.00</b>

**PHASE 1A**

Easement Survey:		
Base mapping, Horizontal and Vertical Control		
Survey exhibits for easements (8 documents)	\$38,800.00	
Aerial Imagery (orthos, QA/QC)	\$4,860.00	
Ground Topographic Survey	\$22,428.00	
Reimbursable costs	\$5,138.00	
<b>Sub Total</b>		<b>\$71,226.00</b>

**PHASE 1B**

Easement Survey:		
Base Mapping, Horizontal and Vertical Control		
Survey exhibits for easements (14 documents)	\$57,574.00	
Aerial Mapping	\$7,900.00	
Supplemental Topographic Survey	\$10,373.00	
Reimbursable costs	\$4,193.00	
<b>Sub Total</b>		<b>\$80,040.00</b>

**PHASE 2**

Easement Survey:		
Base Mapping, Horizontal and Vertical Control		
Survey exhibits for easements (15 documents)	\$57,964.00	
Aerial Mapping	\$9,570.00	
Supplemental Topographic Survey	\$12,593.00	
Reimbursable costs	\$4,747.00	
<b>Sub Total</b>		<b>\$84,874.00</b>

**GRAND TOTAL** **\$260,447.00**

Invoices for services will be sent on a monthly basis, Net 30 terms.

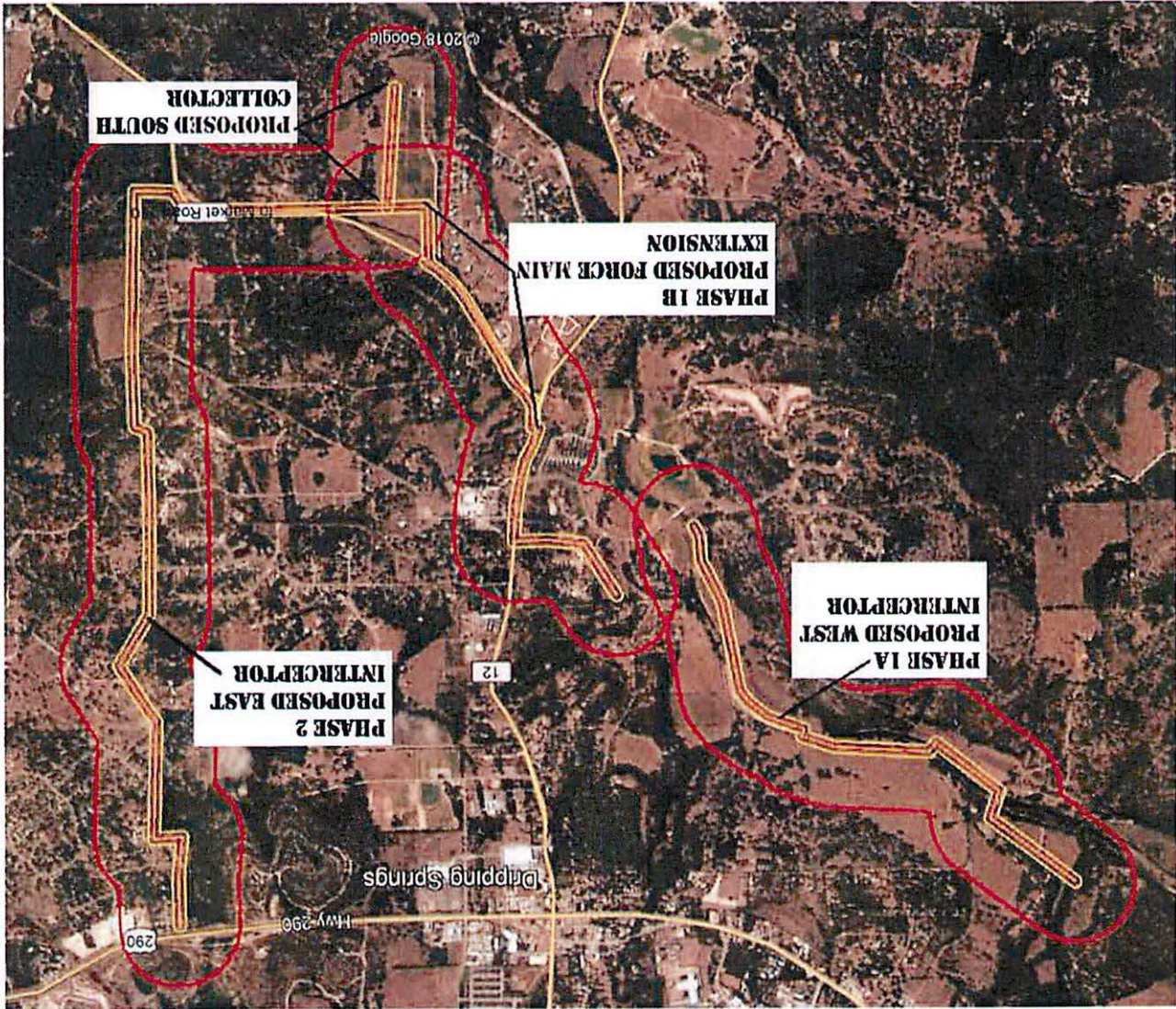


EXHIBIT "A"



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2019

DATE (MM/DD/YY)  
5/22/2019

Item # 28.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

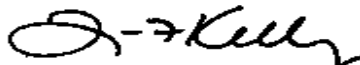
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Phoenix Insurance Company		25623
INSURER B : Travelers Indemnity Company of America		25666
INSURER C : The Travelers Indemnity Company of Connecticut		25682
INSURER D : Travelers Property Casualty Co of America		25674
INSURER E :		
INSURER F :		

**COVERAGES \*USE\***      **CERTIFICATE NUMBER: 16102965**      **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>S&amp;A Pollution</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P-660-4G642484-PHX-18	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	P-810-4G642484-IND18	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	CUP 9H900185 18	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB0L51761418	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability	Y	Y	ZUP21N2483018	11/1/2018	11/1/2019	\$5,000,000 each occurrence \$5,000,000 each aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: Aerial LiDAR and Wastewater Easement mapping services in connection with the Wastewater Capital Improvement Project, located in Dripping Springs, Hays County Texas

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> See Attachment
<b>16102965</b>  City of Dripping Springs 511 Mercer Street Dripping Springs TX 78620	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  

**Commercial Vessel Policy**

Carrier: Travelers Property Casualty Co. of America  
Policy Number: ZOW41M3950518ND  
Policy Term: 11/1/18 - 11/1/19  
Hull & Machinery Limit: Agreed Value  
Protection & Indemnity Limit: \$1,000,000 CSL

**Stop Gap Coverage**

Policy #:UB0L51761418  
Insurer: Travelers Indemnity Co. of America  
Policy Term: 11/1/18 - 11/1/19

\$1,000,000 Each Accident  
\$1,000,000 Bodily Injury by Disease Total Limit.  
\$1,000,000 Bodily Injury by Disease Each Employee.

**Non-owned Aircraft Liability**

Policy #: NAQ6020338  
Insurer: Endurance American Insurance Co.  
Policy Term: 11/1/18 - 11/1/19

\$25,000,000 Occurrence

**Unmanned Aerial Vehicle (UAV)**

Policy #:A3GA000739418AM  
Insurer: Allianz Global Risks US Insurance Company  
Policy Term: 11/1/18 - 11/1/19

\$20,000,000 Occurrence

**Professional Liability**

Policy #0310-4004  
Insurer: Allied World Surplus Lines Ins Co  
Policy Term: 10/31/2018 - 10/31/2019

\$5,000,000 each claim limit  
\$5,000,000 Aggregate

**Professional Excess Coverage**

Policy #DXS7100125  
Insurer: Indian Harbor Insurance Co.  
Policy Term: 10/31/2018 - 10/31/2019

\$10,000,000 Per claim  
\$10,000,000 Aggregate

All policies (except Professional Liability, and Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

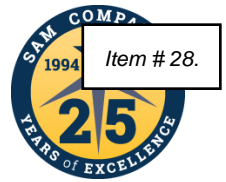
All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Non-owned Aircraft Liability, Professional Liability, Unmanned Aerial Vehicle (UAV) and Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.





Surveying And Mapping, LLC  
4801 Southwest Parkway, Building Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz TX Firm # 10064300



28 July, 2020

City of Dripping Springs  
Ginger Faught  
Deputy City Administrator  
511 Mercer Street  
Dripping Springs, TX 78620

Re: **Change Order No. 4:** Waste Water Capital Improvement Project  
City of Dripping Springs  
Hays County, Texas  
SAM Proposal 1018047232

Dear Ginger,

Surveying And Mapping, LLC (SAM) is requesting a Change Order be approved for Surveying Services that are outside of original Scope dated May 13, 2019 made part of Professional Services Agreement dated May 28, 2019. This Change Order is being requested to cover services to be rendered as listed hereon.

After you have reviewed the description of work and pricing, please sign and return to our office. If you have any questions, or comments please do not hesitate to contact me. Thank you for the opportunity to be of service.

Sincerely,

Neil Hines, R.P.L.S.  
Phase Manager

**CHANGE ORDER NO. 4  
SCOPE OF SERVICES**

**ADDITIONAL STAKING OF PROPOSED SEWER MANHOLES-RPC PROPERTY**

- Stakeout location of proposed manholes per site plan provided by Engineer on 10 June 2020 (18 ea., 4800LF)-one time only shown on Exhibit "A"
- Restake Revised Man holes with Land Owner on June 16, 2020
- Set wood lath with flagging to reference manhole location per landowner.
- Tie in the existing Fence Line in red.as shown in Exhibit "A".

**Right of Entry**

SAM will coordinate with HDR Engineering for right-of-entry (ROE) for the private property, topographic and Easement mapping surveys. SAM anticipates that HDR will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. SAM shall document any interactions with property owners while performing the work.

The services described herein will be invoiced on a **Time and Materials basis, Not to Exceed the Grand Total shown below provided all assumption are met**, according to the original scope. The following are estimated fees for each task:

**CHANGE ORDER FEES**

Additional survey re stake proposed manholes RPC property	\$3,073.00
<ul style="list-style-type: none"> <li>• RPLS Project Mgr. 3 hrs @\$171</li> <li>• Survey Technician 4 hr. @\$88</li> <li>• 2man survey crew 16 hr. @\$138</li> </ul>	
Additional reimbursables	\$346.40
<ul style="list-style-type: none"> <li>• Mileage estimated 80 mi. @\$0.58</li> <li>• GPS equipment estimated 12 hours@\$25</li> </ul>	
<b>TOTAL FOR CHANGE ORDER NO.4</b>	<b>\$3,419.40</b>
ORIGINAL GRAND TOTAL	\$260,447.00
CHANGE ORDER NO. 1 TOTAL	\$22,876.00
CHANGE ORDER NO. 2 TOTAL	\$13,854.50
CHANGE ORDER NO. 3 TOTAL	\$6,642.00
<b>REVISED GRAND TOTAL</b>	<b>\$307,238.90</b>

# EXHIBIT "A"



Re: **Change Order No.4:** Waste Water Capital Improvement Project  
City of Dripping Springs  
Hays County, Texas  
SAM Proposal 1018047232

**AGREEMENT AND ACCEPTANCE:**

- 1) Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.
- 2) All other terms and conditions remain unchanged

**The City of Dripping Springs**

**SUBCONSULTANT: Surveying and Mapping, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

Address  
511 Mercer Street  
Dripping Springs, Texas 78620

Address  
4801 Southwest Pkwy, Bldg. 2, Ste. 200  
Austin, Texas 78735

# MEMORANDUM

DATE: August 14, 2020

TO: TML Health Benefits Pool Members – Region 10

FROM: Leah Simon, Board Secretary and General Counsel

RE: Official Ballots for 2020 Board of Trustee Election

Enclosed is the ballot for the 2020 Board of Trustees elections for your region’s designated position, whose 3-year term of office will begin on October 1, 2020. Your ballot contains the names of all qualified persons submitted to be placed on the ballot. Please submit the signed certified ballot approved by your governing body no later than the deadline September 28, 2020.

Ballots must:

- **certify** that the vote was taken at an official meeting of the governing body;
- be received no later than 5:00 p.m. (CST) on September 28, 2020, at TML Health Benefits Pool, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754; and
- as an option, be submitted to the Board Secretary by mail, by facsimile (512) 719-8349 or electronically to [BoardSecretary@tmlhb.org](mailto:BoardSecretary@tmlhb.org) prior to the deadline.

### ***What if I want to write-in a name?***

You may write-in a person’s name only if the elected or appointed official is otherwise duly qualified. Qualified individuals must either be an employee or elected official of an incorporated city within the state of Texas, which is a Member of the Pool at the time of their election. A qualified municipal “employee” must: 1) hold a position of Department Head or higher; 2) work at least 20 hours per week for an incorporated city; 3) be paid by the incorporated city with incorporated city funds; and 4) be hired and fired only by another incorporated city official or by the incorporated city’s governing body. TML Health Trustees may not serve as both a voting member of TML Health’s Board and as a voting member of the Texas Municipal League or the TML Intergovernmental Risk Pool Board of Trustees.

### ***How will votes be counted?***

When more than two (2) candidates running, the person receiving the largest number of votes is elected.

If you have any questions, feel free to contact me at (512) 719-8349.

Attachments



# TML HEALTH BENEFITS POOL OFFICIAL BALLOT

## Board of Trustees – TML Region 10

### Term of Office

October 1, 2020 – September 30, 2023

*Please vote for one candidate.*

**Ashley Wayman, City Secretary, City of Rollingwood**

Ashley Wayman currently serves as City Secretary for the City of Rollingwood since 2019. Wayman is interested in providing greater representation for small cities, which she feels are often underrepresented in professional organizations, surrounding this industry. Wayman is actively involved in the Texas City Management Association and the Central Texas Chapter of Women Leading Government, which she believes would bring a unique perspective to the TML Health Board of Trustees. Additionally, Wayman hopes to bring a new voice to the table by representing millennials professionals, who are becoming an increasingly large portion of the workforce and need to be represented in the way that benefits are provided.

**Jeff Looney, City Manager, City of Granite Shoals**

Jeff Looney currently serves as City Manager for the City of Granite Shoals and has served in this role since his appointment by unanimous vote on August 21, 2018. Prior, he served nine years as the City Administrator for the City of Fairfield, Texas. Looney has a Masters Degree in Public Administration from the University of North Texas, and a Bachelors of Science in Education from Baylor University. In the last two years, Jeff Looney has overseen the completion of a major arterial street infrastructure improvement program, launched an annual signature festival for the city called “GraniteFest”, overseen a half million dollar Park Grant project, overseen a Charter Amendment Election, and has overseen a Water Bond election. He is currently overseeing the resulting projects for upgrades of the entire water production, distribution and storage infrastructure. Looney has 33 years of experience in management at the state and local government. He also served as a City Manager/Administrator for the City of Teague from 2000-2007 and worked for two years in Colorado for the Town of Rangely as Town Manager from 1998-2000. When Granite Shoals hired Jeff Looney, they stated a desire for “...energetic leadership and the ability and willingness to be a part of the community and to lead economic development and utility infrastructure projects. A “hands on” management style is essential as are municipal finance and budgeting knowledge skills”. Looney has decades of experience working with TML Health and a vested interest to see the pool maintained in a manner to bring the best health care to city employees at the most reasonable prices.

**Tad Cleaves, City Attorney, City of Liberty Hill**

Tad Cleaves currently serves as City Attorney for the City of Liberty Hill. Cleaves interest stems from his background growing up with his father who was a family practice physician in Corpus Christi, which allowed him to understand that the most important thing once can do to improve one’s health (as much as that is possible) is to prevent illness before it starts. Cleaves understands the power that health care plans wield both to ensure access to quality health care services when they are needed and to incentivize good, prevention-focused decision making. He states, “If by serving on the TML Health Benefits Pool Board of Trustees I can help influence policyholders to make more healthful choices to improve their health outcomes, that would be time exceedingly well-spent (and probably make my dad proud!)”.

*Write-In Name of Otherwise Duly Qualified Elected/Appointed Official*

I certify that this ballot is cast in accordance with official action taken at a duly called meeting on \_\_\_\_\_, 2020.

Ballots may be submitted by mail, facsimile (512) 719-8349 or electronically to [BoardSecretary@tmlhb.org](mailto:BoardSecretary@tmlhb.org). Ballots must be received by September 28, 2020, 5:00 p.m.

Leah Simon, Board Secretary

TML Health Benefits Pool

1821 Rutherford Lane, Suite 300, Austin, Texas 78754

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Signature

---

Name and Title

---

Entity

Ballots may be submitted by mail, facsimile (512) 719-8349 or electronically to [BoardSecretary@tmlhb.org](mailto:BoardSecretary@tmlhb.org). Ballots must be received by September 28, 2020, 5:00 p.m.  
Leah Simon, Board Secretary  
TML Health Benefits Pool  
1821 Rutherford Lane, Suite 300, Austin, Texas 78754

# OFFICIAL BALLOT

## Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 1 – 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2020. Ballots received after September 30, 2020, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to:**

**Trustee Election  
David Reagan, Secretary of the Board  
P.O. Box 149194  
Austin, Texas 78714-9194**

**If the ballot is not signed, it will not be counted.**



**PLACE 1**

- Robert T. Herrera** (Incumbent). City Manager, City of Cibolo (Region 7) since 2012. Mr. Herrera served as City Manager of Hondo, Texas from 2003 to 2012 and as City Manager of La Porte from 1986 to 2002. He has served other Texas cities, including management positions with the cities of San Marcos, Missouri City, and Woodway. Mr. Herrera has been a Board member of the TML Intergovernmental Risk Pool since 1993 and has served as Chair and Vice Chair of the Board. He also served as Chair of the Finance-Information Technology Committee and the Underwriting-Claims Committee of the TML Intergovernmental Risk Pool.

**WRITE IN CANDIDATE:**

---

**PLACE 2**

- Chris Armacost.** City Commissioner for the City of Hitchcock (Region 14). Mr. Armacost is Director of Technology, Transportation, Facilities, and Operations for the Hitchcock Independent School District. He serves on the Hitchcock Education Foundation and Hitchcock Chamber of Commerce. He is the president of the Hitchcock Little League Baseball Association and coached several teams. Mr. Armacort has been awarded the Hitchcock Chamber President Award and the Above and Beyond Citizen Award from the Hitchcock ISD. He has obtained a Certified Municipal Official certification from TML.
  
- John W. (Buzz) Fullen** (Incumbent). Mayor of the City of Henderson since 2019 and from 2004 to 2012 (Region 15). Mr. Fullen also served as a Commissioner of the Henderson Housing Authority from 2011 to 2019 and is now ex-officio on same. He currently serves on the Henderson Main Street Board (2004–present), Henderson Civic Center Board (2003–present), and the Henderson ETMC Hospital Diabetes Board (2009–present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010, during which time he served as Chair (2018-2020) and Vice Chair (2016-2018).

**WRITE IN CANDIDATE:**

---

PLACE 3

- George Hyde.** City Attorney for the City of Watuaga (Region 8). Mr. Hyde is a partner in the law firm Russell Rodriguez Hyde Bullock, LLP, located in Georgetown. He is a member of and holds Merit Certification in Municipal Law from the Texas City Attorneys Association. He has served as City Attorney for ten other cities across Texas, since 2003. He has also served local governments in various public safety positions within Fire Departments, Parks Departments, and Police Departments. During his tenure as a peace officer, Mr. Hyde received the Texas Commission on Law Enforcement Educational Achievement Award for exceeding normal expectations in job performance.
  
- Roy E. Maynor.** City Alderman, Position 3, for the City of West Columbia (Region 14). He has been an elected official of West Columbia since 2013. Mr. Maynor is a Life Safety Systems Specialist for Vallen Safety Services and a member of Gulf Coast Christian Church. He is also part-owner of Grit Fitness in West Columbia. He and his wife, Rachel, have two children.
  
- Jeffrey Snyder** (Incumbent). City Manager for the City of Plainview (Region 2). He previously served as the Assistant City Manager for Plainview and as the City Manager for Idalou. Mr. Snyder graduated from West Texas A&M University and obtained a Master of Public Administration from Texas Tech University. He is a member of the International City Management Association (ICMA) and TCMA. He is a graduate of the Public Executive Institute through the University of Texas and is a credentialed manager through ICMA. He has been a Board member of the TML Intergovernmental Risk Pool since 2018 and served on various committees with TML, TCMA and ICMA and as past president of the Panhandle City Management Association.

**WRITE IN CANDIDATE:**

---

PLACE 4

- Robert S. Hauck** (Incumbent). City Manager for the City of Tomball (Region 14), a position he has held since April 2018. He began his full-time career in public service with the Los Angeles Police Department in 1988. In 2008, Mr. Hauck retired from the LAPD and joined the City of Tomball, where he has served as Chief of Police, Assistant City Manager, and now City Manager. Mr. Hauck holds a Bachelor of Arts degree in Business Administration, and a Master of Science degree in Management. He has been a Board member of the TML Intergovernmental Risk Pool since 2019. Mr. Hauck and his wife Kathleen have three children – Lauren, Conner, and Madeline.
  
- Dave Martin**. City Councilmember and current Mayor Pro Tem for the City of Houston (Region 14). Mr. Martin serves as Chair of the City Council Budget and Fiscal Affairs Committee. He previously served on the Humble ISD Board of Trustees and as Secretary/Treasurer of the Board of Directors for the Harris County Houston Sports Authority. Mr. Martin is a Managing Director of Marsh & McLennan Companies, Inc., the largest Global Risk Management firm. Previously he worked for two “Big Four” accounting firms, PricewaterhouseCoopers, LLP and Ernst & Young, LLP.
  
- Kimberly Meisner**. Executive Director for General Operations for Kerrville (Region 7), overseeing Human Resources, Municipal Court, Public Library, Public Information, the Senior Services Advisory Committee, and the Kerrville Area Youth Leadership Academy. Ms. Meisner has over 23 years of public service, which includes serving Kerrville and La Porte. She is a member of the TCMA, International Public Management Association for Human Resources (IPMA-HR), Society for Human Resource Management (SHRM), and is a former President of the Bay Area Human Resource Management Association. She has a Master’s degree in Public Administration and is an IPMA-HR Senior Certified Professional and a SHRM Certified Professional.
  
- Sean Overeynder**. City Manager for the City of Lamesa, Texas (Region 3). Sean Overeynder began his career in local government administration in August 2014 in Economic Development, working for various public and private organizations. He has held the position of City Manager for the City of Lamesa since March 2020. Prior to becoming the City Manager, he was appointed as the Economic Development Director for the City of Lamesa on August 27, 2018.

**WRITE IN CANDIDATE:**

---

## Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Printed Name of Political Entity



**BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON**

August 14, 2020

The Honorable Bill Flouds Jr.  
Mayor of the City of Dripping Springs  
P.O. Box 384  
Dripping Springs, TX 78620

Received  
AUG 21 2020  
City of Dripping Springs

Dear Mayor Foulds,

This year the services we have traditionally provided to our 10-county region have become more important than ever before as we adapted to new challenges for delivering them — we moved all law enforcement training online, enhanced our coordination of regional emergency response between local governments, and assisted communities to apply for economic development grants made possible by coronavirus funding. Our Aging Services staff quickly redirected federal funds for seniors to increase shelf-stable meal delivery, transportation for medical trips, and income assistance to keep older adults and disabled individuals in their homes. Meanwhile, our Emergency Communications division has continued testing 9-1-1 infrastructure upgrades to activate Next Generation 9-1-1 that will deliver digital information including photos and video and will accurately locate callers, ultimately enhancing our first responders' work. We are assessing the impact of teleworking on the region's air quality and planning how to increase economic resiliency by adding more jobs in the manufacturing sector.

Our agency exists because of the member cities, counties and organizations — your representatives on our General Assembly play an important role in guiding what we can do for this region. Your ongoing support with membership dues allows us to provide the match for grants that cover our services for disabled and elderly persons, the community and economic development technical assistance we provide, and our law enforcement training. We are also able to work on projects that aren't funded by state and federal agencies — this year we started working on broadband service starting with Blanco, Burnet, and Llano counties in January.

This year marks the 50<sup>th</sup> anniversary of CAPCOG — we hope to continue serving the region for many years to come. We have prepared a presentation on CAPCOG's history looking at where we started compared to our work today; this is available to any of our members, in person or virtually. I will provide an abbreviated version of the presentation at our upcoming online General Assembly meeting on September 9<sup>th</sup>; your General Assembly Representatives can RSVP for the meeting at <https://training.capcog.org/by-topic/general-assembly>.

As always, please contact me at 512-916-6008 or [bvoights@capcog.org](mailto:bvoights@capcog.org) if any of my staff or I can assist you.

Best regards,

A handwritten signature in black ink that reads "Betty Voights".

Betty Voights

Enc. Membership Invoice  
General Assembly Representation Summary  
General Assembly Appointment Form



BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

## General Assembly Representation Summary for the City of Dripping Springs

CAPCOG’s General Assembly serves as the organization’s governing body for purposes of selecting the Executive Committee, adopting operational bylaws and budgets, determining membership dues, and guiding the organization’s mission. General Assembly membership is comprised of local representatives from each member jurisdiction in the ten-county region. According to the Council’s bylaws, full members — counties and municipalities — are entitled to appoint at least one representative to the General Assembly; however, members can have additional representatives based on their population as shown below:

Counties	Municipalities	No. of Representatives
Under 20,000	Under 10,000	1
20,000-100,000	10,000-50,000	2
100,000+	50,000-100,000	3
-----	100,000+	4

Associate members — special government districts, school districts, nonprofits, utilities, chambers of commerce, and other governmental agencies — can appoint one representative to the General Assembly. Sustaining members, any person or organization with a positive interest in the welfare of the region, can participate as a non-voting General Assembly representative.

At least two-thirds of the General Assembly’s voting representatives must be elected officials.

Based on the State Data Center’s most recent population estimates the **City of Dripping Springs** qualifies for **1 representative(s)** on the General Assembly. Its current representatives are:

- **Council Member Todd Purcell**

Please provide any updates to **City of Dripping Springs’s** representative(s) by completing the attached form. More information about CAPCOG’s General Assembly representation, its membership and membership dues is available at <https://www.capcog.org/who-we-are/general-assembly/>.

All General Assembly Representatives are invited to CAPCOG’s September 9<sup>th</sup> General Assembly Meeting which will be held online this year. CAPCOG request that representatives RSVP at <https://training.capcog.org/by-topic/general-assembly>.



# APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

Item # 31.

The governing bodies of CAPCOG's members designate General Assembly representatives.

- Counties: Official appointments are made at Commissioners Court.
- Cities, Towns, Villages: Official appointments are made at City Council meetings.
- Organizations: Official appointments are made by the Board or other governing body.

**PLEASE COMPLETE THE FOLLOWING SECTION**

Governing Body:

- \_\_\_\_\_ County Commissioners Court (e.g., Travis County Commissioners Court)
- OR-
- \_\_\_\_\_ City Council (e.g., Austin City Council)
- OR-
- \_\_\_\_\_ Other (Board or other governing body)

\_\_\_\_\_  
City, County, or Organization being represented

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email address (*General Assembly Reps. will be subscribed to CAPCOG Connections, Training Alerts, & other e-newsletters.*)

Check One:

\_\_\_\_\_ Reappointment

\_\_\_\_\_ Filling Vacancy

\_\_\_\_\_ Changing Representative

\_\_\_\_\_  
Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly Representative for the above entity on \_\_\_\_\_.

Date of Meeting

\_\_\_\_\_  
Signature of Chief Elected Official/Chair of Governing Board

\_\_\_\_\_  
Date

Please fax this form to 512-916-6001 or email it to [dbrea@capcog.org](mailto:dbrea@capcog.org). For questions about completing this form, call Deborah Brea at 512-916-6018.



### PARKS

#### Charro Ranch Park

ADA Ramp has been completed (Budget \$200). Charro Ranch Park was closed for 3.5 days to facilitate the budgeted and planned Oak Wilt mitigation. It took place the 2<sup>nd</sup> week of August and has been completed under budget.



**Plan**



**Finished Product**

#### Dripping Springs Ranch Park



Tina Adams, Event Center Mngr

DSRP now has a sanctioned Advisory Board in place. Its members consist of Chair-Todd Purcell, Vice-Chair -Penny Reeves, Secretary- Pam Owens and members Mike Carroll and Terry Polk. Event Center Manager Tina Adams gave birth to a beautiful baby boy and has now returned to her post at the helm of the Event Center. In her absence Director Schmidt and the DSRP team managed to keep things on a solid improved trajectory. To that end, a new Event Center Coordinator was also hired-Emily Nelson.

The Event Center Coordinator vacancy was posted for two weeks from July 31, 2020 - August 14, 2020. The City received 30 applicants with a total of 6 invited to interview. Emily had been serving as the Dripping Springs Ranch Park Event Center's temporary Customer Service Specialist. She was the only internal candidate that applied.



**Emily Nelson , Event Center Coordinator**

**Founders Memorial Park & Pool – Emily Long, Pool Manager**

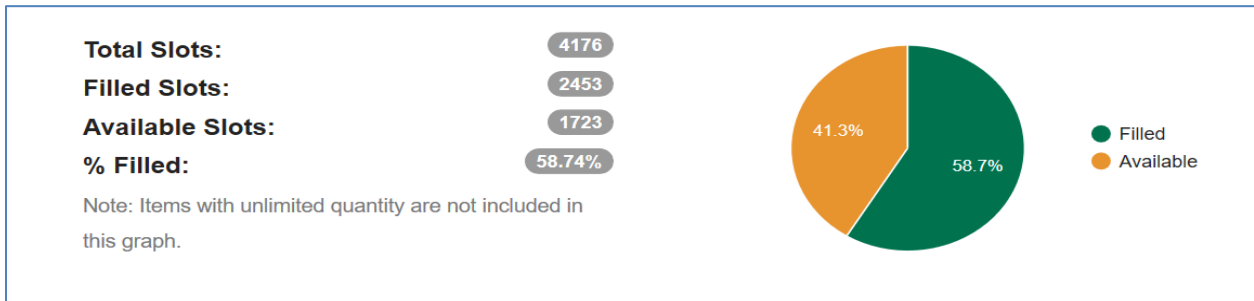


All in, the pool was open for 6 weeks this summer which was quite a short season compared to the normal summer season of May – September (which usually encompasses a month of just swim team usage). The month of August was met with Pool Manager Emily Long and her staff slowly returning to school throughout the last two weeks the pool was open. The pool closed on Sunday, August 16, 2020.

There was interest expressed by several lap swimmers toward continuing pool operations during the end of the summer and even year-round. Of the 4176 total available swim slots this summer, 2453 were filled meeting 58.74% of possible usage.

Emily Long, Pool Manager

A contactless admission policy was used this summer which took the burden of point of sale and daily cash reconciliations off the aquatics staff. Swimmers pre-registered for their swim slots and paid with credit card on-line. Staff thoroughly appreciated the operational format as it allowed them to know the bather load ahead of each swim session and that capacity would never exceed 25 swimmers.



Pavilion improvements included affixing the picnic tables to the slab base as well as ensuring an access aisle through the pavilion from the playground to the restrooms.



**Rathgeber Natural Resource Park (Pending)**

Director Schmidt will be working with the City Administrator, City Treasurer and City Maintenance Director to develop a preliminary operations budget to present to the Parks and Recreation Commission and City Council soon. The park is anticipated to impact the 2022 budget.

Letters of support that have been received include the following:

- Hays County Master Naturalists
- Dripping Springs Independent School District
- Capital Area Boy Scout Council
- Dick Rathgeber & Freehold Communities

The following content is repeat from the July Director's Report.

**PARKS AND OPEN SPACE ADVISORY COMMISSION (POSAC)  
RECOMMENDATIONS TO COMMISSIONERS COURT**

The following recommendations are respectfully submitted by members of the Hays County Parks and Open Space Advisory Commission (POSAC) on July 28, 2020.

This document is a synthesis of the Powerpoint presentation to be made to the Court on above date and is meant to provide an easy visual overview of the projects submitted by various entities which were evaluated by the POSAC through the lens of the 2012 Parks, Open Space and Natural Areas Master Plan.

These project recommendations demonstrate a substantial need for additional resources available for parks and open space within Hays County.

The named projects below are presented by category and ranked within the tiers showing highest ratings from top down within each category. Included also are project sponsor and funding request. The numbering of projects relates to the attached project map.

TIER ONE PROJECTS ("very best"; highly recommend to fund at some level)	Amount Requested
<b>Open Space/Natural Areas/Trails/Water Quality/Habitat</b>	
1. Coleman's Canyon Preserve (WVWA)	\$ 2,600,000
2. Sentinel Peak Park & Preserve (Hays County)	10,000,000
3. San Marcos River Recharge Lands (SMRF)	4,380,000
4. Regional Park, water quality/trails, 1200 acres (Hays County/COA via HCC) <sup>1</sup>	10,000,000
5. Purgatory Creek: habitat, clean water preserve (HCC)	17,717,500
6. Rathgeber Natural Resource Park (City of Dripping Springs)	7,500,000

TIER TWO PROJECTS ("very good"; strong recommendation to fund at some level)	Amount Requested
<b>Urban Parks</b>	
9. Dripping Springs Regional Skate Park (DS Skate Park, Inc, non-profit)	\$ 550,000
10. Dripping Springs Town Center (City of Dripping Springs)	4,480,600
11. Patriot's Hall, near Dripping Springs (PatriotsHall.org; non-profit)	1,500,000
12. Nature Center at Blue Hole Park (City of Wimberley)	3,136,425
<b>Open Space/Natural Areas/Trails/Water Quality/Habitat</b>	
13. John Knox Ranch Preserve (John Knox Ranch/HCC)	2,500,000
14. Presa Grande, Sink Creek Watershed (Great Springs Project)	8,500,000
<b>Connectivity</b>	
15. Old Fitzhugh Road Trail (City of Dripping Springs)	1,305,000
16. Kyle Fajita Fields (City of Kyle)	14,520,000
<b>TOTAL Tier Two Project Requests</b>	<b>\$ 36,472,025</b>

<b>TOTAL TIER ONE &amp; TWO PROJECT REQUESTS</b>	<b>\$ 94,969,525</b>
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**Sports & Recreation Park**

DSYSA and DSASA resumed practices and games. Both DSYSA's Baseball and Soccer are utilizing the park 7 days a week to catch up from lost spring seasons.

The survey of Sports and Recreation Park was completed for the Sports & Recreation Park lighting project. EMA meeting to be held in August to detail the project at 75% planning completion.

**Veteran's Memorial Park & Triangle**

Handwashing stations and an ADA port-a-potty has been added to the park.

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## COMMUNITY SERVICES

**Community Initiatives****Bird City Texas:**

Applications for the 2021 Texas Bird City designation process opened June 15, 2020 with a deadline of December 4, 2020 . An application committee was formed and consists of the following partners:

Hope Boatright – Destination Dripping Springs, Visitors Bureau  
 Maggie Martin – CODS Programs & Events Specialist  
 Paul Fushille – CODS Parks & Recreation Commissioner  
 Kelly Schmidt – CODS Parks & Community Services Director  
 Lisa Sullivan – CODS Communications Director  
 Amanda Pena Bustillos – Wild Birds Unlimited  
 Connie Boltz – Hays County Master Naturalists  
 Anne Forish – Hays County Master Gardeners

The committee divided up the extensive application requirements and will be meeting on several occasions during the next several months to support each other through the process of completing the application with the best information. The objective is to insure that our 2021 application accurately assesses and shares the past, current and future work that reflects Dripping Springs' dedication to the preservation and conservation of birds.

**International Dark Sky Association:** Lights Out! Campaign being driven by Maggie Martin & City Administrator Michelle Fischer. Proclamation to be presented at the next City Council meeting detailing the importance of a night sky and how artificial lighting negatively impacts migratory bird patterns. This acknowledgement aids in achieving Bird City requirements as well as celebrate our designation as an International Dark Sky city.

**It's Time Texas:** On Going- prepping for next year.

**Keep Dripping Springs Beautiful:** On Going - Nothing to report.

**Scenic City:** On Going - Nothing to report.

**Community Outreach Volunteer Services**

Nothing to report for August. Covid still continues to impact normal operations. Beginning our planning for the 2021 volunteer season and creating organizational structure for on-going opportunities for recruitment of community volunteers.

**Banner Requests & Co-Sponsorships**

-Nothing to report

**Community Events & Programs – Submitted by: Maggie Martin, Programs and Events Specialist**



**Bird City:**

In August, we have begun the planning of the Lights Out Initiative to support our Bird City efforts with the Visitor's Bureau/Destination Dripping Springs. This program will be an online landing page as well as a PDF printout for our council members and community members to participate in. This is a pledge to turn off all exterior lights from 11pm-6am to decrease light pollution so birds can safely migrate during migratory months (August-October & March-May). When the pledge is signed participants will include their email giving us the opportunity to promote

*Maggie Martin, Programs and Events Specialist*

future birding events and programs. The proposed proclamation has been created and will be presented at the September 8<sup>th</sup> City Council meeting and is sponsored by Taline Manassian.

Other Bird City requirements include: Native Plant Sale (second week of September at the Farmers Market), modify and improve existing habitats, program to leave dead trees where they lie, promoting the use of native plants,

I am currently working with the building department and Keenan Smith, the city Consulting Architect and commercial code enforcer to incorporate bird friendly language to Dripping Springs commercial building requirements as one of the requirements for Bird City.

We are continuing our work on the Charro Ranch birding station field guide. We have requested the help of the Dripping Springs Birding Club and Travis Audubon to help supply local photos and marketing materials to enhance the quality of the bird blind as well as support our local birders and photographers. We also have a volunteer girl scout who has requested to help work on the Charro Kiosk to earn her Silver Award! She will begin working on her project following the September 8<sup>th</sup> City Council meeting where she will present her project plan!

**Drip Drive In:**

The planning for the drive in is well underway. The event will be solely sponsored by Realty Austin. The event is set for Friday, October 30<sup>th</sup> and will be Halloween themed! At the drive in, you can expect all covid regulations to be taken seriously- social distancing will be enforced by required online registration and spacing designed to group people together. Location and movie selection have yet to be determined. We will be using Ultimate Outdoor Entertainment for our rental equipment and Swank for our movie licensing.

**Christmas on Mercer:**

We are so excited to be planning Christmas on Mercer 2020! Sponsorship letters have been constructed and are scheduled to be released the last week of August. The planning for COM has been different this year due to COVID and we have plans in place to uphold CDC recommendations: No live music, ½ of the usual number of vendors, no in person Santa, and virtual tree lighting. No refunds will be offered if the event cannot take place.

**Farmers Market – Submitted by: Laurel Robertson, Market Manager**

During August, Market Manager Laurel Robertson took a two-week (unpaid) break from market, leaving market operations in the capable hands of Market Assistant Maggie Martin and experienced volunteer Nikki Dahlin.



*Laurel Robertson, Market Manager*

Market operated on its new COVID normal (no musicians, extra spacing between booths, no craft and service vendors). As in past years, numbers of shoppers and vendors were smaller than during springtime and early summer but remained viable for both vendors and market operations.



The market team is gearing up to launch the online vendor booth registration (instead of cancellation) system in early September. After trial runs, several kinks in the software have been ironed out and good results are expected. It is expected that the new system will save hours off the manager's time each month and streamline the market signup system for vendors.

**Marketing, Website, Social Media, Branding & Communications**

The PCS department continues to expand their 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 Requests and banners at the triangle requests

TO: CITY OF DRIPPING SPRINGS  
 FROM: Kim Fernea  
 RE: ECONOMIC DEVELOPMENT COMMITTEE MONTHLY REPORT  
 DATE: August 31, 2020

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Please accept this memo as the City of Dripping Springs Economic Development Committee's (the "Committee") monthly update to Council regarding projects and progress during the month of August, 2020.

The Committee convened via Zoom August 23rd.

Agenda:

- Royce Rippy, VP MI Homes
- Mayor Pro Tem Taline Manassian – provide update
- Lessons learned from Castle Rock, CO – Andrea Nicholas and Susan Kimball
- GSMP
- TIRZ update – Dave Edwards and Keenan Smith

Royce Rippy, VP MI Homes

- MI is a smaller publicly traded company based in Columbus, OH.
  - Serve 15 markets- In Texas, they are in Dallas, Houston, San Antonio, Austin, Dripping Springs
  - Build 400-600 units/yr
- MI Homes currently has projects in Arrowhead Ranch and Belterra Village.
  - They are also about to develop the Heritage Tract.
- Shared renderings. Product is similar to the one offered in Estancia (mid \$200s-mid \$400s) and – 6 Creeks in Kyle <https://6creeks.com/>
- 180 acres rr12 – Heritage
- 700 doors - 595 - single family homes - 35' or 60' lot lines \$200-\$400K & 105 – multifamily w/ 4 parks, Private amenity center, ~55 acres open space
- Partnering with Trendmaker Homes
- Start Q2 of 2021 - PH 1 – 10-12 months
- Homes on ground – April/May 2022, Move in Oct 2022
- They will extend Roger Hanks Parkway

Mayor Pro Tem Taline Manassian

- Heading toward passing the budget-keeps current 19 cent tax rate.
- Development:
  - CUP-Conditional Use Permit for Storage Facility on 290 West of Bell Springs. They are expanding and developing the back of their property
- Hays County Parks/Open Space Commission - \$65-70m bond will be on November's ballot
  - DS projects being considered:
    - Town Center Park
    - Old Fitzhugh Trail
    - DS Skate Park

- Rathgeber Natural Park (300 acres)

- Appointments:
  - Dan O'Brien-TIRZ Commission-replacing Mike Figer
  - Michelle Fischer representing DS on GSMP Board

#### Castle Rock, CO

- In her travels, Andrea Nicholas became familiar with the community of Castle Rock. Once she moved to DS, she became acutely aware of the similar economic development trajectory.
- Andrea set up a Zoom with Frank Gray with Castle Rock Development Corporation
  - Discussion of similarity in hurdles and assets
  - **Follow-up: Frank will join our next EDC Zoom**

#### GSMP

- Patrick Rose shared the history of GSMP, the methodology of their Economic Strategy/Marketing Plan and the particulars of Vision 2020.
- Currently working to update the Vision and Strategy.
  - Patrick Rose and Michelle Fischer serve on the Steering Committee. Susan Kimball and Kim Fernea serve on the Technical Advisory Committee.
- The Committee has determined it is most efficient and effective to dove-tail our efforts and strategic plan with the Regional Plan being developed by GSMP.
  - Kim Fernea will share all documents provided for the Vision 2025 Efforts with the Committee to review and comment.
- Kim Fernea, Susan Kimball and Andrea Nicholas have a meeting scheduled with Jessica Inacio, Sr Director of Business Attraction on September 1.
  - **Report to be shared with the Committee next meeting. And Jessica to join for a broader discussion.**

#### TIRZ

- Dave Edwards and Keenan Smith provided an update. Great momentum.
- May 2020-signed interlocal agreement between the parties.
- Working on financial plan
- Buie & Co retained for PR services.
- More public info coming Q4 2020.

Attending were Dave Edwards, Mayor Pro Tem Taline Manassian, Keenan Smith, Susan Kimball, Melanie Fenelon, Whit Hanks, Andrea Nicholas, Patrick Rose, April Allison, Kim Fernea, John Kroll, and Robert Avera, Mayor Bill Foulds, Lucy Hansen (Chamber Chair), Gigi McClasky and Denise Schroeder (Chamber EDC). For Andrea's benefit, we went around the call, as you and I discussed, and gave her a good flavor for those in attendance.



# City of Dripping Springs

## Monthly Maintenance Report

*August 2020*

### **Routine Maintenance**

- M-F Weekly Maintenance Check list is completed in the morning
- Wednesday's setup and put away Farmers Market
- WWTP fields and lift stations landscaping
- Ranch House water heater flushed
- Maintenance Meeting Wednesdays (1:00pm) safe distancing in council chambers
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed

### **Additional Maintenance Completed**

#### **Parks**

- DSRP ranch fence cable tightened – 8/3
- DSRP brush along ranch fence cut back – 8/4
- DSRP outdoor arena road potholes repaired – 8/4
- Founders park crosswalk painted at entrance – 8/7
- Charro park closed and barricades set up for oak wilt mitigation – 8/10
- Founders pavilion mowed and trimmed – 8/14
- DSRP trail silt fence removed – 8/16
- Charro pavilion ramp built and installed – 8/17
- DSRP staging area mowed
- SRP fence repaired – 8/18
- SRP water meter reading – 8/21
- DSRP removed ranch fence at low water crossing disposed – 8/24
- DSRP Ranch fence cable tightened and repainted – 8/24-8/28,

#### **Streets**

- Wallace St. and San Marcos stop sign repaired – 8/4
- Post Oak ROW tree/brush trimming – 8/10, 8/12, 8/21, 8/24
- Rob Shelton irrigation leak repaired – 8/12
- S. Roger Hanks ROW mowed and trimmed – 8/19
- Mercer Street line striping and parking lot repaint – 8/23
- Founders Park Rd and Rob Shelton Blvd temp. stop sign set up – 8/24
- Grand Prairie ROW mowed and trimmed – 8/28
- Wallace Street ROW mowed and trimmed – 8/28
- Blue Ridge digital speed limit signs installed – 8/31

### Facilities

- Founders pool toilets repaired – 8/3
- Founders pool pump #2 and chemical pump repaired – 8/3
- Founders pool pump #1 pressure gauge replaced – 8/5
- City Hall disinfected with electromagnetic sprayer – 8/10
- Ranch House water heater flushed – 8/11
- City Hall parking lot restriped – 8/15
- City Hall mowed and trimmed 8/19
- Founders Pool chemical pump reset – 8/22
- DSRP women's restroom toilet repaired – 8/25
- DSRP restroom door adjusted – 8/26
- City Hall hallway light bulb replaced – 8/27

### Equipment/Vehicles

- F-350 taillight replaced – 8/7
- 2002 F-150 tire changed – 8/12
- DSRP Gator flat tire repaired – 8/17
- Kioti tractor serviced – 8/18
- DSRP Gator battery replaced – 8/25
- X-Mark mower oil changed and serviced – 8/26

### Other

- Electric ULV Cold Fogger arrived – 8/5
- Paint striper startup – 8/5
- Fuel cabinets delivered and set up – 8/6
- OSHA 10Hr General Industry training completed by all Maint. Staff – 8/21

### WWTP

- Road repaired with delivered base material – 8/5
- Office AC replaced – 8/11
- Inside fence mowed and trimmed – 8/14
- Irrigation repair between field 34 and 38 – 8/20
- Field 5 3" separated and dug up for repair – 8/20
- Field 5 3" line repaired – 8/29
- Field 39 irrigation repair – 8/30

## Project Status Report

Permits Created From 8/1/2020 to 8/31/2020

Generated 9/2/2020 9:34:00 AM

Item # 34.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
<a href="#">2020-76</a>	Open	, Dripping Springs, TX 78620	Street and ROW Maint. (Aug. WO's)	13324421	N/A	Street/Roads	Work Planned	New	Tim Tyree	
				13352547	N/A	Street/Roads	Work Planned	Completed	Jim Bass	08/25/2020
				13352554	N/A	Street/Roads	Work Planned	New	Jim Bass	
				13352562	N/A	Street/Roads	Work Planned	New	Jim Bass	
				13392116	N/A	Street/Roads	Work Planned	New	Craig Rice	
<a href="#">2020-77</a>	Closed	511 Mercer St., Dripping Springs, TX 78620	City Hall (Aug. WO's)	No Work Orders on Project	N/A	N/A				
<a href="#">2020-78</a>	Closed	480 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Aug. WO's)	13339904	N/A	Parks	Work Planned	Completed	Jim Bass	08/12/2020
				13339920	N/A	Parks	Work Planned	Completed	Sonny Garza	08/24/2020
<a href="#">2020-79</a>	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Aug. WO's)	13352526	N/A	Parks	Work Planned	Completed	Sonny Garza	08/24/2020
				13383222	N/A	Parks	Work Planned	Cancelled	Sonny Garza	
				13383255	N/A	Parks	Work Planned	New	Sonny Garza	
<a href="#">2020-80</a>	Closed	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Aug. WO's)	No Work Orders on Project	N/A	Parks				
<a href="#">2020-81</a>	Closed	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Aug. WO's)	13324408	N/A	N/A	Work Planned	Completed	Jim Bass	08/06/2020

<a href="#">2020-82</a>	Closed	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Aug. WO's)	No Work Orders on Project	N/A	Parks					Item # 34.
<a href="#">2020-83</a>	Closed	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Building	No Work Orders on Project	N/A	N/A					
<a href="#">2020-84</a>	Closed	, Dripping Springs, TX 78620	Fleet and Equipment (Aug. WO's)	13382619	N/A	N/A	Work Planned	Completed	Leonard Jones	08/26/2020	
				13382626	N/A	N/A	Work Planned	Completed	Leonard Jones	08/26/2020	
<a href="#">2020-85</a>	Closed	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park	13327679	N/A	Parks	Work Planned	Completed	Sonny Garza	08/24/2020	
<a href="#">2020-86</a>	Open	23127 W. 150, SRWRF, TX	South Region Water Reclamation Facility	13327789	N/A	N/A	Work Planned	New	Bill Stevens		
				13327801	N/A	N/A	Work Planned	Completed	Bill Stevens	08/13/2020	
				13339727	N/A	N/A	Work Planned	Completed	Sonny Garza	08/24/2020	