



CITY COUNCIL
WORKSHOP & REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, August 15, 2023 at 6:00 PM

AGENDA

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 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Interim Deputy City Administrator / City Treasurer Shawn Cox
City Attorney Laura Mueller
People & Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Parks & Community Services Director Andy Binz
DSRP Manager Emily Nelson
Public Works Director Aaron Reed
Planning Director Tory Carpenter

PLEDGE OF ALLEGIANCE

WORKSHOP

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

- 1. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2024.**

CITY COUNCIL

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.

PRESENTATIONS

- 2. Legislative Update.** *Laura Mueller, City Attorney*
- 3. Presentation and update on the skatepark project at Founders Memorial Park.** *Sponsor: Council Member Wade King.*

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.

- 4. Approval of the August 1, 2023, City Council & Board of Adjustment workshop and regular meeting minutes.**
- 5. Approval of the August 8, 2023, City Council special meeting minutes.**
- 6. Approval of the City Treasurer's Report.**
- 7. Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Dripping Springs Methodist Church regarding the Wild Game Dinner.** *Sponsor: Council Member Sherrie Parks.*
- 8. Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Dripping Springs Helping Hands for the Empty Bowl Project.**
- 9. Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and LOOMC Charities, Inc. for the Goat Couture Event on September 9, 2023 at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*
- 10. Approval of an agreement between the City of Dripping Springs and Elliott Electric Company for fixtures and bulbs for the Dripping Springs Ranch Park Event Center.** *Sponsor: Mayor Bill Foulds, Jr.*

- 11. Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Caliterra Phase 5 Section 14 Wastewater Improvements and Releasing a Construction Bond.**
- 12. Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Ranch Phase 3 Water and Wastewater Improvements and Releasing a Construction Bond.**

BUSINESS AGENDA

- 13. Public Hearing and consideration of approval of the Parks and Facilities Naming Application to name the skatepark at Founders Memorial Park the “Dorian Zev Kweller Memorial Skatepark.” Applicant: Eric Henline, Dripping Springs Skatepark, Inc. Sponsor: Council Member Wade King**
 - a. Applicant Presentation
 - b. Staff Report
 - c. Public Hearing
 - d. Naming Application
- 14. Discuss and consider approval of the First Amendment to Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District. Applicant: John Bartram**
- 15. Discuss and consider approval of the First Amendment to Wastewater Service and Fee Agreement between the City of Dripping Springs and Meritage Homes of Texas, LLC. Applicant: Rex Baker**
- 16. Public hearing and consideration of approval of an Ordinance Amending Chapter 28.03: Subdivisions and Site Development, Parkland Dedication and Parkland Development, and regarding requirements for Parkland Dedication and Fee in Lieu of Parkland Dedication for residential developments. Sponsor: Mayor Bill Foulds, Jr.**
 - a. Staff Report
 - b. Public Hearing
 - c. Ordinance
- 17. Public hearing and consideration of approval of an Ordinance Amending the City of Dripping Springs Fee Schedule as it relates to Parkland Dedication fees for residential projects. Sponsor: Mayor Bill Foulds, Jr.**
 - a. Staff Report
 - b. Public Hearing
 - c. Ordinance Amendment
- 18. Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2023.**

19. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas Amending the current 2022-2023 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.

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

20. Discuss and consider approval of a contract with IRE Crown Rinks, LLC to host an ice rink at Dripping Springs Ranch Park from December 7, 2023 through January 7, 2024 with days prior and post for setup and breakdown. *Sponsor: Mayor Bill Foulds, Jr.*

21. Discuss and consider approval of the installation of an Eclipse Display at Veterans Memorial Park. *Sponsor: Council Member Sherrie Parks.*

REPORTS

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

22. July Maintenance Report
Craig Rice, Deputy Public Works Director

23. Planning Department Report

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.

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

25. Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, policies, and duties of Penny Appleman, Roman Baligad, Andrew Binz, Kevin Campbell, Tory Carpenter, Shawn Cox, Andrea Cunningham, Brandon Elliott, Melanie Engels, Fletcher Engstrom, Mark Escobedo, Manny Espinosa, Jose Esquivel, Ginger Faught, Michelle Fischer, Sesario Garza, Cathy Gieselman, Katherine Griego, Kyle Hagen, Wacey Hanger, Stephanie Hartnett, Johnathon Hill, Caylie Houchin, Robert Hutson, Alison Jamieson, Sheri Kapanka, Amy Kappler, Johnna Krantz, Charles Gray Lahrman, Samantha Larghe, Heron Longoria, Ryane Maceyra, Laura Mueller, Emily Nelson, Anthony Pennell, Shane Pevehouse, Cameron Queen, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Jessica Selina Segovia, Mackenzie Rusick, Teresa Sanders, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, Lisa

Sullivan, Andrew Thompson, Jason Weinstock, and Utility Services Manager.
Consultation with Attorney, 551.071; Deliberation of Personnel Matters, 551.074

- 26. Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential facility sites and street extensions and expansions.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
- 27. Consultation with City Attorney regarding legal issues related to recently passed legislation.** *Consultation with Attorney , 551.071*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

September 5, 2023, at 6:00 p.m. (CC & BOA)
September 19, 2023, at 6:00 p.m. (CC)
October 3, 2023, at 6:00 p.m. (CC & BOA)
October 17, 2023, at 6:00 p.m. (CC)

Boards, Commissions & Committees

August 17, 2023, Farmers Market Committee at 10:00 a.m.
August 17, 2023, Emergency Management Commission at 12:00 p.m.
August 22, 2023, Planning & Zoning Commission at 6:00 p.m.
August 23, 2023, Economic Development Committee at 4:00 p.m.
August 28, 2023, Transportation Committee at 3:30 p.m.
September 4, 2023, Parks & Recreation Commission at 6:00 p.m.
September 6, 2023, DSRP Board at 11:00 a.m.
September 7, 2023, Historic Preservation Commission at 6:00 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.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **August 11, 2023, at 3:00 p.m.***

City Secretary

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



DRIPPING SPRINGS
Texas

Legislative Update – 2023

Laura Mueller, City Attorney
Shawn Cox, IDCA

88th Regular Session -- 2023

- 33 Billion Dollar Surplus
- 8,345 bills and joint resolutions filed
- 1,258 bills and joint resolutions to the governor for his signature
- 230 bills will have a direct impact on Texas cities

Special Session ends with Property Tax Bill.

- Lowers school property taxes
- Caps appraisals on non-residential property worth less than \$5 million

Additional Special Sessions are expected

Finance and Economic Development

Property Tax Calculation – S.B. 2350 (Bettencourt/Shine)

- S.B. 2350 -- Changes definition of voter approval rate (again).**
- **Adopted rate less unused increment rate for the preceding tax year**
 - **Prohibits changes to the Truth in Taxation Worksheet after adoption of the tax rate**

***Next Steps:* The City has not adopted anything close to the voter approval rate, usually adopting the de minimus rate. However, if we get close or adopt it in the future, we need to ensure that the adoption is done properly and our next year's tax rate will be determined by the previous year's adopted tax rate.**

Property Tax Exemption – S.B. 1145 (West/Talarico)

- S.B. 1145 -- City may adopt an exemption for certain child-care facilities**
- Percentage of Appraised Value of the property
 - Exemption must be between 50% and 100%
 - If adopted, owner of facility has to lower rent

SJR 64 Constitutional Amendment has to pass first before this is enacted

Next Steps: Determine whether the City has child-care facilities that meet this criteria, determine the possible budgetary impact, and decide whether and how much of an exemption to give.

Sales Tax Exemption – S.B. 379 (Huffman/Howard)

S.B. 379 – Sales Tax Exemptions

- Adult and children's diapers
- Feminine hygiene products
- Maternity/infant care items
- Wound care dressings (bandaids and gauze)

Statewide Fiscal Impact \$227 million over the next 2 years.

Next Steps: Expect slight dip in sales tax receipts. We could do some education or repost state education if desired.

Hotel Occupancy Tax – H.B. 3727 (Anderson/Birdwell) S.B. 1420

H.B. 3727/S.B. 1420

- Parking Facilities eligible to use HOT funds must be within 1,500 feet of the Convention Center
- Requires that at least 1% of HOT funds be used for advertising
- Additional time to submit HOT tax report to the Comptroller
- Must report amount of reserves of Hotel Taxes
- Must report percentage of tax revenue by category
- Only up to 15% of tax can be used on historical projects

Next Steps: Update proposed Hotel Occupancy Budget to comply with both requirements and reporting.

Certificates of Obligation – H.B. 4082 (Goldman/Bettencourt)

H.B. 4082 –Public Works eligible for COs

- Roads and Parking
- Utility systems
- Drainage projects
- Parks
- City Halls
- Not stadiums or hotels

Still limited to Maintenance and Operations Tax for City Hall COs

Next Steps: Look at budget for future capital projects for use of COs.

Tax Increment Reinvestment Zone -- S.B. 1998 (Bettencourt/Shine)

S.B. 1998

- TIRZs must be calculated separately when calculating how each affects the property tax rate
- The form showing our property tax rate must be uploaded to the website with a link

Not effective until January 1, 2024

Next Steps: Next year's tax rate calculation will be more complicated. Will need to ensure that the City Website includes a link to the form that calculates the tax rate which is provided by the County.

Economic Development -- S.B. 543 (Blanco/Ordaz)

S.B. 543:

- 380 agreements can include property transfer with proper agreement
- Cannot transfer public park property
- Cannot transfer property obtained through eminent domain
- Notice requirements

Next Steps: Option for commercial development.

In addition, the Office of Texas Economic Development Council was extended through Sunset Bill.

Economic Development Reporting -- S.B. 1340 (Incentive Agreements); S.B. 1916 (Public Improvement Districts)

S.B. 1340:

- Report Tax Abatement Agreements using state form
- Agreement is available on website

S.B. 1916:

- Post copies of PID Service Plan on Website
- Submit and Assessment Roll to Appraisal District
- Post additional PID Information on City Website

Both effective on January 1, 2024.

Next Steps: Designate employee or consultant for posting of information. Ensure information is provided to employee/consultant.

Planning and Building

H.B. 3699 (Wilson/Bettencourt) – Platting Shot Clock

H.B. 3699:

- Site Plans and Construction Plans no longer part of 30 day shot clock
- Specifically authorizes submittal calendars
- Notice requirements added related to master transportation plans and street construction
- Administrative completeness review for filing dates cannot require an analysis, study, or similar requirement unless explicitly allowed by statute
- Plats without variances can be approved by staff if voted on by P&Z
- Platting checklists have to be online

H.B. 3699 (Wilson/Bettencourt) – Platting Shot Clock *continued*

H.B. 3699:

- Multiple 30 day extensions can be done for subdivision
- Required roads must be intended by the property owner and in the city's capital improvement plan
- Provides for court action for a city that violates these sections including attorney's fees

H.B. 3699 (Wilson/Bettencourt) – Platting Shot Clock

NEXT STEPS

Next Steps:

- **Ensure proper notices are on the City's Website**
- **Begin process for adopting a Capital Improvement Plan that is in compliance with the City's Master Transportation Plan**
- **Review Platting Checklist to ensure only requests information that is allowed by state statute**
- **Consider providing city staff the authority to approve or disapprove plats where there is a statutory requirement that they either be approved or disapproved**

Effective September 1, 2023

S.B. 2038 (Bettencourt/C.Bell) – ETJ Release

H.B. 2038:

- Can petition to be released from ETJ if were not voluntarily annexed into ETJ
- Provides petition requirements
- Provides election process to determine ETJ inclusion for areas where there has not been a voluntarily petition for inclusion
- Annexations do not automatically add to the ETJ after January 1, 2023

Next Steps: Make a list/map of ETJ addresses that requested voluntary inclusion. Respond to inquiries related to ETJ release.

H.B. 1381 (Hernandez/Alvarado) – Zoning Hearing

H.B. 1381:

- P&Z has to hold at least one public hearing for any zoning classification (currently both P&Z and Council hold public hearings)

Next Steps: Ensure our ordinances reflect state law but staff recommends continuing with the current process.

H.B. 14 (Cody Harris/Bettencourt) – Third Party Inspections and Review of Development Applications

H.B. 14:

- Third-party inspections are required if the City misses a review deadline plus 15 days
- Lists those who would be qualified to do the third-party review
- City can approve the list of qualified persons
- Third-party reviews have to follow City regulations

Next Steps: City staff does not miss the 30 day deadline or other land use or building code deadlines so this bill should not affect us. We will work with other cities to create a list of qualified inspectors.

H.B. 1707 (Klick/Hughes) – Open-Enrollment Charter Schools

H.B. 1707:

- Open Enrollment Charter Schools must be treated the same as public schools for land use purposes.
- Open Enrollment Charter Schools are not public schools for impact fees

Next Steps: Ensure our ordinances reflect state law and update any provisions related to public school but staff recommends continuing with the current process.

H.B. 1750 (Burns/Perry) – Regulation of Agricultural Operation

H.B. 1750:

- Limits regulation of agricultural operations
- Expands definition of “agricultural operation”
- Limits regulation of pesticide use
- Maintains authority to regulate height of weeds to 12 inches within proximity to public infrastructure

Next Steps: Ensure our ordinances reflect state law, modify our ordinances, or readopt ordinances regulating certain agricultural operations after meeting required reports and notice.

H.B. 2308 (Ashby/Perry) – Enforcement Against Agricultural Operations

H.B. 2308:

- Expands definition of “agricultural operation”
- Defines substantial change
- Protects agricultural operations that have been in operation at least one year

***Next Steps:* Ensure our ordinances reflect state law or modify our ordinances.**

H.B. 2947 (Cain/Perry) –Agricultural Operation

H.B. 2947:

- Expands definition of “agricultural operation”
- Limits regulation of agricultural operation as it relates to nuisance ordinances

***Next Steps:* Ensure our ordinances reflect state law or modify our ordinances.**

H.B. 586 (E.Thompson/Bettencourt) – Annexation of Roadways

H.B. 2956 (Shine/Flores) – Annexation Across Railway Right-of-Way

H.B. 586:

- Allows the City to annex a roadway that is contiguous to the City or contiguous to an area being annexed by the City
- Provides a process for obtaining approval for annexation of the roadway

H.B. 2956:

- Allows the City to annex railroad right-of-way if its contiguous to the City or contiguous to an area being annexed by the City

Next Steps: Review annexation areas to determine whether a roadway annexation or railroad right-of-way should also occur.

H.B. 3526 (Raymond/Springer) – Solar Pergolas

H.B. 3526:

- Prohibits the City from applying the building code to a solar pergola



Next Steps: Review the Building Code for definition and regulation of solar pergolas. Confirm which ordinances could be affected by this bill.

S.B. 929 (Parker/Rogers) – Nonconforming Use Compensation

S.B. 929:

- All zoning changes require notice of the public hearing to any property owner where a nonconforming use will be created
- Allows nonconforming uses to continue after zoning change
- Provides requirements for a city to stop a nonconforming use
- Requires compensation for a property owner who is required to stop a nonconforming use

Next Steps: Ensure that the proper notice is given out at the time of any rezoning including the new Zoning Code. Provide for compensation in the Zoning Code that tracks this bill.

S.B. 2440 (Perry/Burrows) – Certification of Groundwater Supply

S.B. 2440:

- Requires plat applications who intend to use groundwater to provide evidence of adequate groundwater supply when applying
- Can allow for an exception for tracts being subdivided into 10 or less parts

Next Steps: Update subdivision ordinance and checklists to include this requirement.

S.B. 2453 (Menendez/Hernandez) – Exceptions to Building Material Preemption

S.B. 2453:

- Allows requirements for certain building materials if they are allowed by energy and water conservation design standards

Next Steps: Update exterior design ordinance to include this requirement if appropriate.

H.B. 1922 (Dutton/Bettencourt) – Reauthorization of Building Permit Fees

H.B. 1922:

- Requires reauthorization of building fees at least each 10 years

Next Steps: Maintain current process ensuring regular update of Building Fees.

H.B. 2334 (Burns/Paxton) – Plumbers

H.B. 2334:

- Allows certain plumbing work without a plumbing license including:
 - Plumbing work outside right-of-way or easement if not less than five feet from structure
 - Does not apply to residential plumbing work

***Next Steps:* Ensure that enforcement of building codes reflects this exception.**

H.B. 3492 (Stucky/Springer) – Value-Based Fees

H.B. 3492:

- Prohibits fees from being based on the construction cost of public infrastructure
- City has to consider actual cost of review including:
 - Actual costs of third party review
 - Hourly rate of estimated amount of time for city employees to review
- Prohibits the City from requiring disclosure of the cost of infrastructure
- Requires publication of the cost of reviewing construction plans

Next Steps: Update construction plan fees to not include value-based review.

Election and Open Government

H.B. 3033 (Landgraf/Zaffirini) – Public Information

H.B. 3033:

- Limits the number of non-business days for responding to Public Information Requests in addition to holidays
- Defines holiday
- Allows the City to only designate 10 non-business days (holidays)
- Allows the AG to require public officials to take PIA training
- Provides for more cost protections for the City

H.B. 3033 (Landgraf/Zaffirini) – Public Information

H.B. 3033:

- Requires use of the AG's electronic filing system
- Provides a process for releasing information after receiving an AG opinion especially in the cases where the information is voluminous

Next Steps: Update our Public Information Act Policy and designate up to the 10 non-business days. Update staff and official training.

S.B. 569 (Springer/Stucky) – Subpoenas

S.B. 569

- Allows a city to charge the same amount charged for PIA information for information sought through subpoena so long as the City is not a party

Next Steps: Update our Public Information Act Policy and clarify that subpoena information will be charged the same as a PIA release.

H.B. 3440 (Canales/Hinojosa) – Agendas

H.B. 3440:

- Requires all cities to post both agendas and notices on websites

Next Steps: Maintain current process.

H.B. 943 (Kolkhors/Hunter) – Online Public Notices

H.B. 943:

- Requires newspaper to post any printed city notice online without charge
- Places certain requirements on the website to make it more accessible

***Next Steps:* Ensure that the newspaper is placing our notices online.**

H.B. 1817 (Capriglione/Hancock) – Contract Disclosure

H.B. 1817 (1295 Contracts Disclosure):

- A contract is only voidable for failure to provide 1295 disclosure if the City:
 - Let's the contractor know in writing that it is required
 - Contractor fails to submit the 1295 within 10 business days of written notice

Next Steps: Draft template of written notice of missing 1295 disclosure.

H.B. 2626 (Tepper/Paxton) – Political Reporting

H.B. 2626:

- City Secretary has to place campaign finance reports for city elected officials online
- Allows the City Secretary to redact confidential information related to contributors
- Reports have to stay online for 5 years

Next Steps: Update website to make room for these reports. After September 1, 2023, start placing new campaign reports online.

H.B. 3372 (Thimesch/Parker) – Political Reporting

H.B. 3372:

- Requires candidates/officeholders to report the credit card processing fees as part of the political contribution
- Report the processing fees as a political expenditure if paid by the candidate/officeholder
- Report the processing fees as a political contribution if paid by the contributor

Next Steps: Campaign treasurers should be informed.

S.B. 477 (Zaffirini/Morales) – Disabled Voters

S.B. 477:

- Provides additional options for disabled voters including those with temporary disabilities
- Requires election sites to provide additional assistance to those with mobility issues
- Requires election sites to have a special parking space/spaces for individuals with mobility issues that is in addition to handicapped parking spaces

Next Steps: Update election site plan to include these items.

S.B. 232 (Hinojosa/Geren) – Removal from Office

S.B. 232:

- Elected or appointed public officials will automatically removed from office if convicted of:
 - Bribery
 - Theft of Public Money
 - Perjury
 - Coercion of Public Servant
 - Tampering with a governmental record
 - Misuse of official information
 - Abuse of official capacity

S.B. 232 (Hinojosa/Geren) – Removal from Office

S.B. 232:

- Once removed City Council has to either:
 - Call an election; or
 - Fill the vacancy
- Appeal does not superseded removal

Next Steps: Educate Elected and Appointed Public Officials on these requirements.

Public Works and Utilities

H.B. 679 (K.Bell/Schwertner) – Soliciting and Awarding Construction Contracts

H.B. 679:

- Cannot place experience requirement in Request for Bids
- Experience modifier cannot be considered when choosing a vendor or drafting a construction contractor

Next Steps: Review contract template.

H.B. 2965 (Vasut/Creighton) – Construction Liability Waiver

H.B. 2965:

- Have to allow a right to repair for City road and other infrastructure projects

Next Steps: Review construction contracts and bidding documents to ensure that a right to repair is allowed.

H.B. 4087 (Kuempel/Zaffirini) – Temporary Sewage Disposal Permits

H.B. 4087:

- Allows a city in certain circumstances to use a temporary on-site sewage system with pump and haul
- Only for 6 months

Next Steps: Review whether this is a temporary solution for any project or affects any current projects or agreements.

H.B. 4385 (Guillen/Alvarado) – Sewer Service

H.B. 4385:

- Allows a city to provide retail sewer service without a CCN
- PUC has to provide rules related to this option

Next Steps: Review whether how this affects our sewer service.

S.B. 1289 (Perry/T. King) – Reclaimed Wastewater

S.B. 1289:

- Provides for disposal of reclaimed wastewater treated for reuse to be disposed of without a permit with an alternative means of disposal

Next Steps: Review how this affects our sewer service.

S.B. 1397 (Schwertner/K. Bell) – Texas Commission on Environmental Quality

S.B. 1397:

- Permitting for temporary concrete batch plants created by TCEQ if contiguous to a public works project
- Continues local government assistance including offering assistance before enforcement
- Keeps public comment period for certain permits for 36 hours after public meeting

Next Steps: Review how this affects our sewer service.

H.B. 1565 (Canales/Perry) – Texas Water Development Board

H.B. 1565:

- Texas Water Development Board Sunset Bill
- New criteria for plans and specifications for sewage systems

Next Steps: Review whether how this affects our current sewage system design.

H.B. 1845 (Metcalf/Perry) – Public Water Systems

H.B. 1845:

- Class D water and wastewater operators can obtain a provisional certification program even if the person does not have a high school diploma or equivalent
- TCEQ will provide regulations that include certification classes and testing

Next Steps: Review our job descriptions for utility operators to allow for a larger pool of applicants.

H.B. 1778 (Alvarado/Rogers) – Water and Sewer Service

H.B. 1778:

- Utilities can start, transfer, or terminate a customer's account through email or through a website request
- Added options where previously water service had to be initiated or changed by U.S. Mail

***Next Steps:* Ensure utility billing procedures include options including security verification measures to allow for account management.**

Additional Bills

Personnel

H.B. 567 (Bowers/Miles) – Hair Discrimination

H.B. 915 (Craddick/Parker) – Workplace Violence Hotline

H.B. 567 (Crown Act):

- Makes it an unlawful employment practice to discriminate based on hair that is commonly or historically associated with race

H.B. 915:

- Requires posting of information related to the Workplace Violence Hotline as prescribed by the Texas Workforce Commission

Next Steps: Review personnel policy related to grooming and dress. Provide notice to staff of Workplace Violence Hotline as required.

TMRS – H.B. 2464 (Price/Hughes)

H.B. 2464 –Texas Municipal Retirement System

- City can adopt annual annuities for certain retirees for 2024, 2025, and 2026

Next Steps: Determine whether to adopt annual annuity increase for retirees based on fiscal impact to budget.

Emergency Management

H.B. 3222 (Guillen/Kolkhorst) – Disaster Recovery Loans

H.B. 3125 (Gamez/Zaffirini) – Emergency Vehicle Lights

H.B. 3222:

- Increases time to provide budget to State for eligibility for Disaster Recovery Loans to 30 days

H.B. 3125:

- Allows the usage of flashing white lights on emergency vehicles

Next Steps: Staff familiarize themselves with the Loan Program. Determine if adding lights to the Emergency Management Vehicle would increase visibility.

Emergency Management

S.B. 29 (Birdwell/Lozano) – COVID-19 Preventative Measures

S.B. 29:

- **Cities, Counties, and Schools cannot mandate certain safety measures for the spread of COVID-19 including:**
 - **Face Coverings**
 - **Vaccination**
 - **Business or School Closures**

S.B. 271 (Johnson/Shahaheen) – Local Government Security Incidents

S.B. 271:

- Regulates security breaches of government online documents
- Requires compliance with the Identity Theft Enforcement and Protection Act
- Within 48 hours of incident notify the Department of Information Resources

Next Steps: Continue with current practices. The City maintains liability coverage for security breaches. Update personnel manual with best practices related to cybersecurity.

S.B. 621 (Parker/Capriglione) – Cybersecurity H.B. 4553 (Longoria/Johnson) – DIR

S.B. 621:

- Provides additional resources to cities when it comes to cybersecurity issues.

H.B. 4553:

- Cities may be able share network security devices, services, and items with the Department of Information Resources

Next Steps: City provides cybersecurity training to staff. The City maintains liability coverage for security breaches. Review additional standards when issued by Department of Information Resources.

S.B. 1893 (Birdwell/Anderson) – TikTok Ban

S.B. 1893:

- Bans TikTok on City Devices which includes phones and computers.



Next Steps: Immediately. Staff has been informed to remove TikTok from any city device if downloaded. Then update personnel policies.

S.B. 12 (Hughes/Shaheen) – Sexually Oriented Performances

S.B. 12:

- Bans sexually oriented performances at City and County facilities
- Defines sexually oriented performances

Next Steps: Update policies related to use of City Facilities to ensure that no performances violate this statute. Add paragraph to Event Center contract related to this statute.

Questions?

City of Dripping Springs – Legislative Update Bill Summary List – 2023

All summaries were obtained from the Texas Municipal League Legislative Website.

<https://www.tml.org/DocumentCenter/View/3790/city-related-bills-passed>

Finance and Economic Development

S.B. 1145 (West/Talarico) – Property Tax Exemption: this bill: (1) authorizes a city or county to adopt an exemption of a percentage of the appraised value of property used to operate a childcare facility if the owner or operator participates in the Texas Workforce Commission’s Texas Rising Star Program and at least 20 percent of the children enrolled receive subsidized child-care services through the Texas Workforce Commission; (2) provides that the percentage specified by the city or county under (1), above, may not be less than 50 percent; (3) provides that if the property is leased to a person to operate a child-care facility and the owner claims an exemption under (1), above, the owner must provide a disclosure statement to the child-care facility stating the amount by which the taxes on the property are reduced as a result of the exemption and the method the owner will implement to ensure that the rent charged fully reflects the reduction; and (4) requires that rent charged for the lease of property used as a child care facility reflects the reduction in taxes resulting from the exemption. (Effective January 1, 2024, but only if S.J.R. 64 is approved at the election on November 7, 2023.)

S.J.R. 64 (West/Talarico) – Property Tax Exemption: amends the Texas Constitution to authorize the legislature to authorize a city or county to exempt from property tax a percentage of the appraised value of property used to operate a child-care facility and provides that the percentage adopted under that provision may not be less than 50 percent. (Effective if approved at the election on November 7, 2023.)

S.B. 1998 (Bettencourt/Shine) – Property Tax Rate Calculation: this bill requires: (1) a taxing unit to calculate adjustments made to the value of taxable property due to tax revenue the taxing unit pays into a tax increment reinvestment zone fund separately for each reinvestment zone in which the taxing unit participates; and (2) the designated officer or employee of a taxing unit to include a hyperlink to a document that evidences the accuracy of an entry in the tax rate calculation form for each entry on the form, other than an entry making a mathematical calculation. (Effective January 1, 2024.)

S.B. 2350 (Bettencourt/Shine) – Voter-Approval Tax Rate Calculation: defines “voter approval tax rate” for purposes of the unused increment rate calculation as a taxing unit’s voter approval tax rate in the applicable preceding tax year, as adopted by the taxing unit during the applicable preceding tax year, less the unused increment rate for that preceding tax year. (Effective immediately.)

S.B. 379 (Huffman/Howard) – Sales Tax Exemption: exempts from the sales tax certain wound care dressing products, adult or children’s diapers, feminine hygiene products, maternity clothing, breast milk pumping products, and baby bottles. (Effective September 1, 2023.)

H.B. 3727 (Anderson/Birdwell) – Hotel Occupancy Tax: this bill, among other things: (1) amends the definition of “convention center facilities” to include parking facilities only if the facility is located within 1,500 feet of the convention center; (2) defines “tourist” to include an individual who travels for business; (3) adds a definition of “multiuse facility” to the chapter governing hotel occupancy tax; (4) changes the date on which a city’s annual hotel occupancy tax report is due to the comptroller from February 20 to March 1 and adds several reporting requirements; (5) provides that a city may use a portion of hotel occupancy tax revenue for the costs incurred in providing the report under (4), above; (6) prohibits a city from using hotel occupancy tax revenue on a visitor information center that is not exclusively used to distribute tourism-related information to tourists; (7) requires that a shuttle system associated with a convention center project on which the city uses hotel occupancy tax revenue be used primarily by tourists; (8) requires a city with a population of less than 200,000 to allocate for advertising at least the amount of revenue received from the hotel occupancy tax at a rate of one percent of the cost of a room; (9) repeals the authority of a city to adopt an ordinance to allocate 15 percent of its hotel occupancy tax revenue to historical restoration and preservation projects and provides a grandfather clause for cities with existing ordinances; (10) provides a recapture provision for a city to remit to the comptroller certain lost state sales and use tax and hotel occupancy tax revenue that a city is entitled to receive in association with a qualified hotel or convention center project; and (11) requires the comptroller to prepare a report on qualified hotel and convention center projects. (Effective immediately.)

H.B. 2464 (Price/Hughes) – TMRS Optional Cost of Living Adjustment: provides that: (1) the city council of a participating Texas Municipal Retirement System (TMRS) city may adopt an ordinance providing for increased annual annuities for certain retirees and beneficiaries effective January 1 of 2024, 2025, or 2026; and (2) the provisions of (1), above, only apply to: (a) a participating TMRS city that as of January 1, 2023: (i) does not provide by ordinance an annual annuity increase because the city passed an ordinance before January 1, 2023, that rescinded a previous ordinance authorizing annual increases or has not passed an ordinance authorizing annual increases; or (ii) does provide by ordinance an annual annuity increase if the city council elects to provide increased annuities recomputed in accordance with (1), above, for purposes of maintaining or increasing the amount of the annuity increase otherwise authorized by the ordinance; and (b) the annuity of: (i) a retiree who retired not later than the last day of December of the year that is 13 months before the effective date of the ordinance providing the increase; or (ii) a beneficiary of a deceased retiree whose death occurred not later than the last day of December of the year that is 13 months before the effective date of the ordinance providing the increase. (Effective immediately.)

H.B. 4082 (Goldman/Bettencourt) – Local Debt: provides that a “public work” for purposes of a certificate of obligation issued by a city or county: (1) means the following public improvements: (a) a street, road, highway, bridge, sidewalk, or parking structure; (b) a landfill;

(c) an airport; (d) a utility system, water supply project, water treatment plant, wastewater treatment plant, or water and wastewater conveyance facility; (e) a wharf or dock; (f) a flood control and drainage project; (g) a public safety facility, including a police station, fire station, emergency shelter, jail, or juvenile detention facility; (h) a judicial facility; (i) an administrative office building housing the governmental functions of the city or county; (j) an animal shelter; (k) a library; or (l) a park or recreation facility that is generally accessible to the public and is part of the city or county park system; (2) means the rehabilitation, expansion, reconstruction, or maintenance of an existing stadium, arena, civic center, convention center, or coliseum that is owned and operated by the city or county or by an entity created to act on behalf of the city or county; and (3) does not include: (a) a facility for which more than 50 percent of the average annual usage is or is intended to be for professional or semi-professional sports; (b) a new stadium, arena, civic center, convention center, or coliseum that is or is intended to be leased by a single for-profit tenant for more than 180 days in a single calendar year; or (c) a hotel. (Effective September 1, 2023.)

S.B. 543 (Blanco/Ordaz) – Real Property for Economic Development: this bill, among other things: (1) provides that a city that has entered into an economic development agreement authorized by Chapter 380 of the Local Government Code with an entity may transfer to the entity real property or an interest in real property for consideration if: (a) the agreement requires the entity to use the property in a manner that primarily promotes a public purpose relating to economic development; and (b) the agreement includes provisions under which the city is granted sufficient control to ensure that the public purpose is accomplished and the city receives the return benefit; (2) prohibits the city from transferring for consideration real property or an interest in real property the city owns, holds, or claims as a public square or park; (3) provides that before a city may transfer real property or an interest in real property under an agreement as provided by the bill, the city must provide notice to the public published in a newspaper of general circulation in the county in which the property is located or, if there is no such newspaper, by any means for the city to provide public notice authorized by statute or by ordinance of the city; (4) provides that the notice in (3), above, must: (a) include a description of the property, including its location; (b) be provided within 10 days before the date the property or an interest in the property is transferred; and (c) be published for two separate days within the period prescribed by (4)(b), above, if the notice is published in a newspaper; and (5) prohibits the city from transferring real property for consideration if the property was acquired by the city from the previous owner by the exercise of eminent domain authority or the threat of the exercise of eminent domain authority. (Effective immediately.)

S.B. 1340 (Zaffirini/Meyer) – Incentive Agreement Database: this bill, among other things: (1) requires information related to property tax abatement agreements to be included in the comptroller's Local Development Agreement Database; (2) requires the database to include, for each local development agreement: (a) the name and contact information of any entity or the entity's agent that entered into the agreement with the local government, including the business address and any assumed names of the entity; (b) the date on which the agreement went into effect and the date and terms on which the agreement expires; (c) the total monetary value of the agreement; and (d) the source of the money used or type of tax implicated by the

agreement, including a sales and use tax, property tax, or hotel occupancy tax; (3) authorizes the comptroller to prescribe the form and manner in which a local government must submit required incentive agreement information; and (4) provides that a taxing unit that maintains an Internet website and that executes a property tax abatement agreement shall provide on the website a direct link to the location of the agreement information that is published on the comptroller's Local Development Agreement Database. (Effective January 1, 2024.)

S.B. 1916 (Parker/Shine) – Public Improvement Districts: requires a city: (1) to post a copy of a public improvement district (“PID”) service plan and certain other information on the city’s website within seven days of approving, amending, or updating the plan; (2) to submit an assessment roll for each city PID to each appraisal district in which property subject to assessment is located within seven days of levying the assessment; and (3) to post on its website certain information about city PIDs. (Effective January 1, 2024.)

Planning and Building

H.B. 3699 (Wilson/Bettencourt) – Platting Shot Clock: this bill, among other things, provides that: 1. subdivision development plans, including a subdivision plan, subdivision construction plan, site plan, land development application, and site development plan are no longer subject to the 30-day review and approval shot clock; 2. the state statute governing city regulation of subdivisions may not be construed to restrict a city from establishing a submittal calendar to be used by an applicant to facilitate compliance with the shot clock for plat review; 3. a city council, by ordinance and after notice is published in a newspaper of general circulation in the city, may: (a) adopt reasonable specifications relating to the construction of each street or road based on the amount and kind of travel over each street or road in a subdivision; and (b) adopt reasonable specifications to provide adequate drainage for each street or road in a subdivision in accordance with standard engineering practices; 4. a landowner subdividing property must prepare a plat when the owner intends parts of the subdivided tract to be dedicated to public use; 5. a plat is considered filed on the date the applicant submits the plat, along with a completed plat application and the application fees and other requirements to the city council or the municipal authority responsible for approving plats; 6. the city council or the municipal authority responsible for approving plats may not require an analysis, study, document, agreement, or similar requirement to be included in or as part of an application for a plat, development permit, or subdivision of land that is not explicitly allowed by state law; 7. the city authority responsible for approving plats must approve a plat or replat that is required to be prepared pursuant to Subchapter A, Chapter 212 of the Local Government Code, and that subchapter may not be construed to convey any authority to a city regarding the completeness of an application or the approval of a plat or replat that is not explicitly granted by the subchapter; 8. a city council or city planning commission may delegate the ability to approve, approve with conditions, or disapprove a plat to municipal officers or employees; 9. an applicant has the right to appeal a delegated plat application disapproval decision under Number 8, above, to the city council or the city planning commission; 10. by January 1, 2024, a city shall adopt and make available to the public a complete, written list of all documentation

and other information that the city requires to be submitted with a plat application; 11. an application submitted to the city that contains all documents and other information on the list provided by Number 10, above, is considered complete; 12. a city that operates a website must publish and continuously maintain the list described by Number 10, above, on the website not later than the 30th day after the date the city adopts or amends the list; 13. a city that does not operate a website must publish the list described by Number 10, above, in a newspaper of general circulation in the city and a public place in the location in which the city council meets; 14. the statutory approval timeframes may be extended for multiple 30-day periods under certain circumstances; 15. the city authority responsible for approving plats may not require dedication of land within a subdivision for a future street or alley that is not: (a) intended by the owner of the tract; and (b) included in the city's capital improvement plan; 16. a city authority responsible for approving plats may not refuse to review a plat or to approve a plate for recordation for failure to identify a roadway corridor unless the corridor is part of an agreement between the Texas Department of Transportation and a county in which the city is located; and 17. if a city authority responsible for approving plats fails or refuses to approve a complying plat application, the owner of the tract may bring an action in district court for: (a) a writ of mandamus to compel the city to approve the plat; and (b) reasonable attorney fees and costs. (Effective September 1, 2023.)

H.B. 1381 (Hernandez/Alvarado) – Zoning Hearing: requires a zoning commission to hold at least one public hearing on a preliminary report related to a proposed change in zoning classification before submitting a final report to the city's governing body, whereas current law requires multiple hearings. (Effective September 1, 2023.)

H.B. 1707 (Klick/Hughes) – Open-Enrollment Charter Schools: provides, among other things, that: (1) to be considered a school district by a city for the purposes below, the governing body of an open-enrollment charter school must certify in writing to the city that no administrator, officer, or employee the school and no member of the governing body of the charter school or its charter holder derives any personal financial benefit from a real estate transaction with the charter school; (2) a city shall consider an open-enrollment charter school that qualifies under (1), above, a school district for purposes of, among other things, zoning, permitting, platting, subdivision, construction and site development, land development regulation, application processing and timelines, regulation of architectural features, business licensing, franchises, utility services, signage, the requirements for posting bonds or securities, contract requirements, and fees and assessments; (3) a city may not consider an open enrollment charter school a school district for the purpose of collection of impact fees; (4) a city may not take any action that prohibits an open-enrollment charter school from operating a public school campus, educational support facility, athletic facility, or administrative office that it could not take against a school district; (5) the provisions above apply to property owned or leased by the charter school; and (6) charter schools are treated the same as school districts with regard to development agreements between a city and a school located in an area annexed for limited purposes. (Effective September 1, 2023.)

H.B. 14 (Cody Harris/Bettencourt) – Third Party Inspections and Review of Development

Applications: provides: (1) for a third-party review of certain development documents, permits, and inspections if a city fails to approve, conditionally approve, or disapprove the documents or conduct the inspection by the 15th day following the time prescribed by law for the review or inspection; (2) that a third-party document review may be performed by certain qualified persons, including: (a) a licensed engineer; or (b) a reviewer employed by the city or any other political subdivision, if the city approves the person; (3) that a third-party inspection may be performed by certain qualified persons, including: (a) a certified building inspector; (b) a licensed engineer; or (c) an inspector employed by the city or any other political subdivision, if the city approves the person; (4) that the city cannot collect an additional fee for the third-party review or inspection; (5) that the person performing the review or inspection must satisfy all applicable regulations and provide notice to the regulatory authority within 15 days of completion; and (6) that a person may appeal to the governing body of a political subdivision a decision to conditionally approve or disapprove a development document made by the regulatory authority for the political subdivision or a third party reviewer or inspector. (Effective September 1, 2023.)

H.B. 586 (E. Thompson/Bettencourt) – Annexation of Roadways: provides that: (1) a city may annex a road right-of-way (ROW) that: (a) is contiguous to the city’s boundary or to an area being simultaneously annexed by the city; (b) is either: (i) parallel to the boundary of the city or to an area being simultaneously annexed by the city; or (ii) connects the boundary of the city to an area being simultaneously annexed by the city or to another point on the city’s boundary; and (c) does not result in the city’s boundaries surrounding any area that was not already in the city’s extraterritorial jurisdiction (ETJ) immediately before the annexation of the ROW; (2) a city may annex a ROW under (1), above, only if: (a) the owner of the ROW or the governing body of the political subdivision that maintains the ROW requests the annexation of the ROW in writing; or (b) both: (i) the city provides written notice of the annexation to the owner of the ROW or the governing body of the political subdivision that maintains the ROW not later than the 61st day before the date of the proposed annexation; and (ii) the owner or the governing body of the political subdivision that maintains the ROW does not submit a written objection to the city before the date of the proposed annexation; and (3) an annexation of ROW described by (1)(b)(ii), above, does not expand the city’s ETJ. (Effective immediately.)

H.B. 783 (Meza/West) – Cemeteries: provides that in a city in a county with a population of more than 750,000 or a city in a county adjacent to a county with a population of more than 750,000: (1) an individual, corporation, partnership, firm, trust, or association may file a written application with the city council to establish or use a cemetery located inside the city limits; and (2) the city council by ordinance shall prescribe the information to be included in the application in (1), above, and may authorize the establishment or use of the cemetery if the city council determines and states in the ordinance that the establishment or use of the cemetery does not adversely affect public health, safety, and welfare. (Effective September 1, 2023.)

S.B. 2038 (Bettencourt/C. Bell) – Extraterritorial Jurisdiction Release: provides, among other things that: 1. the ability to pursue release from city’s extraterritorial jurisdiction (ETJ) by petition or election, as described below, does not apply to an area located: (a) within five miles of the boundary of a military base at which an active training program is conducted; (b) in an area that was voluntarily annexed into the ETJ that is located in a specific county; (c) within the portion of the ETJ of a specific city that is within 15 miles of the boundary of a military base; (d) in an area designated as an industrial district; or (d) in an area subject to a strategic partnership agreement; 2. the owner or owners of the majority in value of an area consisting of one or more parcels of land in a city’s extraterritorial jurisdiction may file a written petition with the city to be released from the ETJ; 3. a petition requesting release must be signed by: (a) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or (b) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district; 4. a person filing a petition must satisfy the signature requirement in Number 3, above, not later than the 180th day after the date the first signature for the petition is obtained; 5. a petition under Number 3, above, must include a map of the land to be released and describe the boundaries of the land to be released by metes and bounds or lot and block number, if there is a recorded map or plat; 6. a petition requesting removal from the ETJ shall be verified by the city secretary or other person responsible for verifying signatures; 7. a city shall notify the residents and landowners of the area described by the petition of the results of the petition; 8. if a resident or landowner obtains the number of signatures on the petition required by Number 3, above, to release the area from the city’s ETJ, the city shall immediately release the area from the ETJ; 9. if a city fails to take action to release the area from the ETJ under Number 7, above, by the later of the 45th day after the date the city receives the petition or the next meeting of the city council that occurs after the 30th day after the date the city receives the petition, the area is released by operation of law; 10. an area released from a city’s ETJ by petition may not be included in the ETJ or the corporate boundaries of a city, unless the owner or owners of the area subsequently request that the area be included in the city’s ETJ or corporate boundaries; 11. a resident of an area in a city’s ETJ may request the city to hold an election to vote on the question of whether to release the area from the city’s ETJ by filing with the city a petition that includes the signatures of at least five percent of the registered voters residing in the area as of the date of the preceding uniform election date; 12. a resident may not request another election on the question of releasing the same or substantially same area from the city’s ETJ before the second anniversary of the date the city receives a petition under Number 11, above; 13. a petition under Number 11, above, must include a map of the land to be released and describe the boundaries of the land to be released by metes and bounds or lot and block number, if there is a recorded map or plat; 14. a city shall order an election on the question of whether to release an area from the city’s ETJ to be held on the first uniform election date that falls on or after the 90th day after the date the city receives a petition under Number 11, above; 15. the city shall hold an election described by Number 14, above, in the area described by the petition at which the qualified voters of the area described by the petition may vote on the question of the release; 16. not later than 48 hours after the canvass of an election held under Number 14, above, the city shall notify the residents of the area proposed to be released from the city’s ETJ of the results of the election; 17. if a majority of

qualified voters of the area to be released from the ETJ approve the proposed release at the election held under Number 14, above, the city shall immediately release the area from the ETJ; 18. if a city fails to take action to release the area from the ETJ under Number 17, above, by the later of the next meeting of the city council or the 15th day after the canvass date for the election, the area is released by operation of law; 19. an area released from a city's ETJ by election may not be included in the ETJ or the corporate boundaries of a city, unless the owner or owners of the area subsequently request that the area be included in the city's ETJ or corporate boundaries; 20. instead of holding an election under Number 14, above, a city may voluntarily release an area for which the election is to be held from the city's ETJ before the date on which the election would have been held; 21. an annexation commenced after January 1, 2023 does not automatically expand a city's ETJ unless contemporaneously with the annexation the owner or owners of the area that would be included in the city's ETJ as a result of the annexation request that the area be included in the city's ETJ; 22. cities must take action to release any ETJ acquired from an annexation commenced after January 1, 2023, as necessary to comply with Number 21, above; and 23. if an area subject to an agreement reached between a city and a county authorizing the city to regulate subdivisions in the ETJ is removed from a city's ETJ, the agreement is terminated as to the area and the county is the political subdivision authorized to regulate subdivisions in the removed area. (Effective September 1, 2023.)

H.B. 1750 (Burns/Perry) – Regulation of Agricultural Operation: this bill, among other things:
1. expands the definition of “agricultural operation” to include:

(a) producing crops or growing vegetation for human food, animal feed, livestock forage, forage for wildlife management, plantings seed or fiber; and (b) the raising or keeping livestock or poultry, including veterinary services; 2. provides that a city may not impose a governmental requirement that applies to agricultural operations located in the corporate boundaries of the city unless: (a) the city council makes a finding by resolution, based on a report described in Number 3, below, that there is clear and convincing evidence that the purposes of the requirement cannot be addressed through less restrictive means and that the requirement is necessary to protect persons who reside in the immediate vicinity or persons on public property in the immediate vicinity of the agricultural operation from the danger of: (i) the likelihood of an explosion; (ii) flooding; (iii) an infestation of vermin or insects; (iv) physical injury; (v) the spread of an identified disease that is directly attributable to the agricultural operation; (vi) the removal of lateral or subjacent support; (vii) an identified source of contamination of water supplies; (viii) radiation; (ix) improper storage of toxic materials; (x) crops planted or vegetation grown in a manner that will cause traffic hazards; or (xi) discharge of firearms or other weapons subject to local restrictions; (b) the governing body of the city makes a finding by resolution, based on the report described in Number 3, below, that the requirement is necessary to protect public health; and (c) the requirement is not otherwise prohibited by the statute governing limitations on city governmental requirements applicable within corporate boundaries; 3. provides that before making a finding described in Number 2, above, the city council must obtain and review a report prepared by the city health officer or a consultant that: (a) identifies evidence of the health hazards related to agricultural operations; (b) determines the necessity of regulation and the manner in which agricultural operation

should be regulated; (c) states whether each manner of regulation under (3)(b), above, will restrict or prohibit a generally accepted agricultural practice; and (d) if applicable, includes an explanation why the report recommends a manner of regulation that will restrict the use of a generally accepted agricultural practice; 4. prohibits a city from imposing a governmental requirement that directly or indirectly: (a) prohibits the use of generally accepted agricultural practices listed in a manual prepared by the Texas A&M AgriLife Extension Service; (b) prohibits or restricts the growing or harvesting of vegetation for animal feed, livestock forage, or forage for wildlife management except as provided by Number 5, below; (c) prohibits the use of pesticides or other measures to control vermin or disease-bearing insects to the extent necessary to prevent an infestation; or (d) requires an agricultural operation be designated for an agricultural use or farm, ranch, wildlife management, or timber production under the Texas Constitution; 5. provides that a city may impose a maximum height for vegetation that applies to agricultural operations only if: (a) the maximum vegetation height is at least 12 inches; and (b) the requirement applies only to portions of an agricultural operation located no more than 10 feet from a property boundary that is adjacent to: (i) a public sidewalk, street, or highway, or (ii) a property that is owned by a person other than the owner of the agricultural operation and has a structure that is inhabited; and 6. provides that a governmental requirement of a city relating to the restraint of a dog that would apply to an agricultural operation does not apply to a dog used to protect livestock on property controlled by the property owner; and 7. provides that a city may require a person to provide a written management plan that meets certain specifications to establish that activities constitute an agricultural operation on the basis of being wildlife management activities. (Effective September 1, 2023.)

H.B. 2308 (Ashby/Perry) – Enforcement Against Agricultural Operations: this bill, among other things, provides that: (1) the definition of “agricultural operation” includes producing crops or growing vegetation for human food, animal feed, livestock forage, forage for wildlife management, planting seed, or fiber; and (b) raising or keeping livestock or poultry, including veterinary services; (2) the date an agricultural operation is established is the date on which an agricultural operation commenced; (3) a “substantial change” to an agricultural operation means a material alteration to the operation of or type of production at an agricultural operation that is substantially inconsistent with the operational practices since the established date of operation; (4) no action to restrain an agricultural operation may be brought against an operation that has been in operation and substantially unchanged for at least one year; (5) remedies for an agricultural operator against whom an action is brought are expanded to include any damages found by the trier of fact; (6) an occupant of any land on which agricultural operations exist or take place is not liable to the state or a governmental unit for the construction or maintenance on the land of an agricultural improvement if the construction is not expressly prohibited by state statute in effect at the time the improvement is constructed; and (7) any other law is preempted to the extent of a conflict with the law governing governmental requirements on agricultural operations. (Effective September 1, 2023.)

H.B. 2947 (Cain/Perry) – Agricultural Operation: expands the definition of “agricultural operation” to include the commercial sale of poultry, livestock, and other domestic and wild

animals for purposes of preempting certain nuisance actions and governmental requirements on preexisting agricultural operations. (Effective immediately.)

H.B. 2956 (Shine/Flores) – Annexation Across Railway Right-of-Way: this bill, among other things, allows a city that is annexing property under certain conditions to annex an additional area adjacent to railroad rights-of-way if the railroad right-of-way is: (1) contiguous, and runs parallel to the city’s boundaries; and (2) contiguous to the area being annexed. (Effective immediately.)

H.B. 3526 (Raymond/Springer) – Solar Pergolas: prohibits a city from applying a local building code to the construction of a solar pergola. (Effective September 1, 2023.)

S.B. 929 (Parker/Rogers) – Nonconforming Use Compensation: provides, among other things: (1) that in addition to other notices, a city shall provide written notice containing certain language of any public hearing regarding any proposed zoning change that could result in the creation of a nonconforming use; (2) that the notice required in (1), above, must: (a) be sent by mail to certain addresses; (b) contain the time and place of the hearing; and (c) include specific notice language; (3) a person using property in a manner considered to be a nonconforming use as a result of a change in an applicable zoning regulation may continue that nonconforming use unless required to stop by the city; (4) that a requirement to stop a nonconforming use includes: (a) an official action by the city; or (b) a determination by the city that the nonconforming use has an adverse effect or another necessary determination that the city must make prior to imposing a requirement to stop a nonconforming use; (5) that if a nonconforming use is required by a city to cease operation, the owner or the lessee of the property is entitled to receive a certain, calculated payment for damages associated with closing the operation or additional time to engage in the nonconforming use; and (6) for a process to appeal determinations to the board of adjustment, along with a process to seek judicial review of the final decision of the board of adjustment. (Effective immediately.)

S.B. 2440 (Perry/Burrows) – Certification of Groundwater Supply: this bill: (1) requires certain plats for the subdivision of land to include proof of groundwater supply; and (2) allows a city to waive the requirement from (1), above, if: (a) the entire tract will be supplied with groundwater from certain aquifers; or (b) the tract is being subdivided into not more than 10 parts. (Effective January 1, 2024.)

S.B. 2453 (Menendez/Hernandez) – Exceptions to Building Material Preemption: allows the use or installation of a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if that product, material or method is allowed by: (1) certain energy codes adopted by the State Energy Conservation Office; (2) certain energy and water conservation design standards established by the State Energy Conservation Office; or (3) certain high-performance building standards approved by the board of regents of an institute of higher education. (Effective September 1, 2023.)

H.B. 1922 (Dutton/Bettencourt) – Reauthorization of Building Permit Fees: abolishes a city fee charged as a condition to constructing, renovating, or remodeling a structure on the 10th anniversary after the date the fee is adopted or most recently reauthorized unless the governing body of the city holds a public hearing and reauthorizes the fee by a vote of the governing body. (Effective January 1, 2024.)

H.B. 2334 (Burns/Paxton) – Plumbers: this bill provides that: (1) a person is not required to be licensed under the plumbing licensing law to perform plumbing work consisting of installing, servicing, or repairing service mains or service lines that provide water, sewer, or storm drainage services on private property in an area that extends from a public right-of-way or public easement to not less than five feet from a building or structure; and (2) the exemption to licensure in (1), above, does not apply to plumbing work performed on private property designated for use as a one-family or two-family dwelling. (Effective September 1, 2023.)

H.B. 3492 (Stucky/Springer) – Value-Based Fees: this bill, among other things: (1) prohibits cities from considering the cost of constructing or improving public infrastructure for a subdivision, lot, or related property development in determining the amount of an application, review, engineering, inspection, acceptance, administrative, or other fee imposed by the city related to the processing of engineering or construction plans or for the inspection of improvements for construction of a subdivision or lot or a related improvement required in conjunction with that construction; (2) provides that a city shall determine a fee described in (1), above, by considering the city’s actual cost to review and process the engineering or construction plan or to inspect the public infrastructure improvement; (3) provides that, in determining the city’s actual cost for reviewing and processing an engineering or construction plan or inspecting a public infrastructure improvement, a city may consider: (a) the fee that would be charged by a qualified, independent third-party entity for those services; (b) the hourly rate for the estimated actual direct time of the city’s employees performing those services; or (c) the actual costs assessed to the city by a third-party entity that provides those services to the city; (4) prohibit a city from requiring the disclosure of information related to the value of or cost of constructing or improving a residential dwelling or the public infrastructure improvements for a subdivision, lot, or related property development as a condition of obtaining approval for subdivision construction or for the acceptance of public infrastructure improvements except as required by the federal Emergency Management Agency for participation in the National Flood Insurance Program; and (5) require a city that imposes a fee for reviewing or processing an engineering or construction plan or inspecting a public infrastructure improvement to annually publish the fee and the hourly rate and estimated direct time incurred by city employees under (3)(b), above, on the city’s website or if the city does not maintain a website, in a newspaper of general circulation in the county in which the city is located. (Effective September 1, 2023.)

Public Works and Utilities

H.B. 679 (K. Bell/Schwertner) – Soliciting and Awarding Construction Contracts: provides that: (1) with respect to a contract: (a) an offer to contract may not contain a term requiring a person to have a specified experience modifier in order to accept the offer; and (b) a contract solicitation may not require a person to have a specified experience modifier in order to submit a response to the contract solicitation; (2) a contract or an agreement collateral to or affecting a contract may not require the contractor to have a specified experience modifier; (3) provides that a contract solicitation, an offer, a contract, or an agreement collateral to or affecting a contract that violates (1) or (2), above, is voidable as against public policy; and (4) defines “experience modifier” as a factor expressed as a value that: (a) is assigned to an employer seeking to purchase a workers’ compensation insurance policy in this state; (b) affects the premium amount for the policy; and (c) is based on the employer’s past loss experience. (Effective September 1, 2023.)

H.B. 1817 (Capriglione/Hancock) – Contract Disclosure: provides that a governmental entity or state agency contract that requires an action or vote by the governing body before the contract may be signed, has a value of at least \$1 million, or is for services that would require a person to register as a lobbyist is voidable for failure to provide the required disclosure of interested parties if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity’s failure to provide the required disclosure; and (2) the business entity fails to submit the required disclosure on or before the 10th business day after the date the business entity receives the written notice in (1), above. (Effective September 1, 2023.)

H.B. 2965 (Vasut/Creighton) – Construction Liability Waiver: this bill: (1) provides that the state law governing certain claims for damages arising from damage to, or loss of, real or personal property caused by an alleged construction defect that is a public building or public work does not apply to certain civil works projects; and (2) prohibits the waiver of this process when contracting between governmental entities and contractors, subcontractors, suppliers, or design professionals. (Effective September 1, 2023.) **H.B. 3485 (K. Bell/Johnson) – Unsigned Change Orders:** this bill: (1) allows a contractor or subcontractor performing work under a government contract elect to not to proceed with a request for additional work if: (a) the contractor or subcontractor has not received a written, fully-executed change order; or (b) the aggregate actual or anticipated value of the additional work requested without a change order exceeds ten percent of the original contract amount; and (2) exempts a contractor or subcontractor for damages associated with (1), above. (Effective September 1, 2023.)

H.B. 1565 (Canales/Perry) – Texas Water Development Board: this is the Texas Water Development Board (TWDB) sunset bill. The bill, among other things: (1) continues the TWDB until 2035; and (2) provides that the TWDB may adopt procedures allowing the use of different standards of review and approval of design criteria for plans and specifications for sewerage collection, treatment, and disposal systems that require an individualized assessment that

applies risk-based considerations to each project associated with the plans and specifications. (Effective September 1, 2023.)

H.B. 1845 (Metcalf/Perry) – Public Water Systems: provides that for a Class D license for wastewater operators or public water system operators, the Texas Commission on Environmental Quality by rule shall establish a provisional certification program by which a person who does not possess a high school diploma or its equivalent may act as a provisional operator if the person: (1) has completed all commission-required training associated with the license; (2) has passed any commission-required examinations associated with the license; and (3) acts under the direct supervision of a license holder. (Effective September 1, 2023.)

S.B. 1289 (Perry/T. King) – Reclaimed Wastewater: this bill: (1) provides that a wastewater treatment facility or reclaimed water production facility that treats domestic wastewater for reuse may dispose of the treated wastewater without a permit for an alternative means of disposal if the facility: (a) disposes of the treated wastewater through a wastewater collection system; and (b) has the consent of the operator of: (i) the wastewater collection system that will receive the treated wastewater; and (ii) any wastewater treatment facility that will further treat the treated wastewater; (2) provides that the owner of a reclaimed water production facility that meets the requirements of (1), above, may not be required to be the owner of an associated domestic wastewater treatment facility that is permitted by the Texas Commission on Environmental Quality (TCEQ); and (3) requires TCEQ to adopt rules to implement and enforce the bill. (Effective immediately.)

S.B. 1397 (Schwertner/K. Bell) – Texas Commission on Environmental Quality: this is the Texas Commission on Environmental Quality (TCEQ) sunset bill. The bill, among other things: 1. continues TCEQ until 2035; 2. creates a new standard permit for temporary concrete plants that provides that TCEQ shall issue a temporary concrete plant that performs wet batching, dry batching, or central mixing to support a public works project; 3. provides that a plant operating under Number 2, above: (a) may not support a project that is not related to the public works project; and (b) must be located in or contiguous to the right-of-way of the public works project; 4. requires TCEQ to provide outreach and education to the public on participating in the permitting process under the air, waste, and water programs within the TCEQ’s jurisdiction; 5. requires TCEQ to establish an enforcement diversion program for small businesses and local governments that must include, among others: (a) compliance assistance training; and (b) on-site technical assistance and training performed by TCEQ staff; 6. provides that before TCEQ initiates an enforcement action for a violation committed by a small business or local government, TCEQ may enroll the business or government into the enforcement diversion program in Number 4, above; 7. provides that TCEQ may not initiate against a small business or local government an enforcement action for a violation that prompted enrollment in the enforcement diversion program after the business or government has successfully completed the program; 8. provides that a small business or local government is not eligible to enroll in the enforcement diversion program if the small business or local government: (a) committed a violation that: (i) resulted in an imminent threat to public health; or (ii) was a major violation; or (b) was enrolled in the program in the two years preceding the date of the violation; 9. provides

that if TCEQ holds a public meeting for a permit application in certain circumstances, TCEQ shall hold open the public comment period for the permit application for at least 36 hours after the end of the meeting; 10. provides that TCEQ by rule shall provide for each public notice issued or published by TCEQ or by a person under the jurisdiction of TCEQ as required by law or by TCEQ rule to include to the extent applicable, the name of the permit applicant, the type of permit applied for, and the address of each proposed or existing site subject to the proposed permit; 11. requires TCEQ to develop and make accessible on TCEQ's Internet website recommended best management practices for aggregate production operations that operate under the jurisdiction of the TCEQ, which must include operational issues related to: (a) dust control; (b) water use; and (c) water storage; 12. requires TCEQ to post on its website at the time a permit application becomes administratively complete: (a) the permit application and any associated materials; and (b) for a permit application for a permit to use state water, any map accompanying the permit application; 13. provides that TCEQ shall require each applicant for a permit, permit amendment, or permit renewal that requires notice be published to include in the notice the address of the website where the public can access information about the permit as described by Number 10, above; 14. sets requirements for programs and permits arising under the air, waste, or water programs within TCEQ's jurisdiction, including: (a) in addition to any other notice requirement, TCEQ shall of a permit application on TCEQ's website and may provide additional electronic notice through other means, including direct e-mail; and (b) TCEQ shall consider and accommodate residents of each area affected by a proposed permit, permit amendment, or permit renewal who may need assistance accessing notice published by electronic means because of a lack of access to Internet services, particularly when there is a heightened public interest or in response to public comment; and 15. provides that periodically, the environmental flows advisory group shall review the environmental flow standards for each river basin and bay system adopted by TCEQ.

S.B. 1778 (Alvarado/Rogers) – Water and Sewer Service: provides that a retail public utility, including a municipally owned utility, may initiate, transfer, or terminate a customer's retail water or sewer service on receipt of a customer request by mail, by telephone, through an Internet website, or another electronic transmission. (Effective September 1, 2023.)

H.B. 4087 (Kuempel/Zaffirini) – Temporary Sewage Disposal Permits: this bill: (1) allows a city, under certain circumstances to issue a permit for the use of a temporary on-site sewage disposal system that operates in conjunction with pumping and hauling of wastewater produced by the system; and (2) limits the term of the permit of six months from the date of issuance and prohibits renewal. (Effective September 1, 2023.)

H.B. 4385 (Guillen/Alvarado) – Sewer Service: provides that the Public Utility Commission may by rule allow a city or utility or water supply corporation to render retail sewer service without a certificate of public convenience and necessity if the city has given notice under state law for single certification in incorporated or annexed areas that it intends to provide retail sewer service to an area, or if the utility or water supply corporation has less than 15 potential connections and is not within the certificated area of another retail public utility. (Effective September 1, 2023.)

Elections and Open Government

H.B. 2626 (Tepper/Paxton) – Political Reporting: the bill: (1) provides that the clerk or secretary of a political subdivision’s governing body or, if the governing body does not have a clerk or secretary, the governing body’s presiding officer shall make a political contributions and expenditures report filed with the political subdivision by a candidate, officeholder, or specific purpose committee available to the public on the political subdivision’s Internet website not later than the 10th business day after the date the report is received; (2) provides that before making a report available on the Internet as required by (1), above, the authority with whom the report is filed may remove each portion, other than city, state, and zip code, of the address of a person listed as having made a political contribution to the person filing the report and the address information removed must remain available on the report maintained in the authority’s office; (3) provides that a report made available on an Internet website under (1), above, must be accessible on that website until the fifth anniversary of the date the report is first made available; and (4) repeals the provision that requires the clerk of a city with a population of 500,000 or more to make a report filed with the clerk by a candidate, officeholder, or specific-purpose committee in connection with the office or mayor or councilmember available to the public on the city’s website. (Effective September 1, 2023.)

H.B. 3372 (Thimesch/Parker) – Political Reports: provides that: (1) a candidate or officeholder who accepts a political contribution made using a credit card shall: (a) for a political contribution for which a processing fee is deducted by the credit card issuer from the political contribution amount: (i) report as a political contribution the full amount, including the deducted amount; and (ii) report as a political expenditure the deducted amount; and (b) for a political contribution for which a processing fee is paid by the person making the political contribution in excess of the political contribution amount, report only as a political contribution the full amount the candidate or officeholder accepts, not including the amount paid in excess of the political contribution amount; and (2) a candidate or officeholder who accepts a political contribution described by (1)(b), above, is not required to report the excess amount paid as a processing fee by the person making the political contribution. (Effective September 1, 2023.)

S.B. 477 (Zaffirini/Morales) – Disabled Voters: provides, among other things, that: (1) an election officer shall accept a person with a mobility problem that substantially impairs a person’s ability to ambulate who is offering to vote before accepting others offering to vote at the polling place who arrived before the person; (2) notice of the priority given to persons with a mobility problem that substantially impairs a person’s ability to ambulate shall be posted at each entrance to a polling place where it can be read by persons waiting to vote; (3) at each polling place an area for parking not smaller than the size of one parking space shall be reserved for voting; (4) the area described in (3), above, may not be designated specifically for persons with disabilities and must be clearly marked with a sign: (a) indicating that the space is reserved for use by a voter who is unable to enter the polling place; and (b) displaying, in large

font that is clearly readable from a vehicle, a telephone number that a voter may call or text to request assistance from an election officer at the polling place; (5) as an alternative to displaying a telephone number under (4), above, a parking space may comply by providing the voter with a button or intercom that the voter may use to request assistance from an election officer; and (6) the early voting clerk: (a) shall post the official application form for an early voting ballot on the clerk's Internet website, if the clerk maintains an Internet website, in a format that allows a person to easily complete the application directly on the website before printing; and (b) may use the application form provided by the secretary of state or the early voting clerk's own application form. (Effective immediately.)

H.B. 3033 (Landgraf/Zaffirini) – Public Information: provides, among other things, that: 1. for purposes of the Public Information Act (PIA): (a) a "business day" means a day other than a Saturday or Sunday, a national holiday or a state holiday; (b) the fact that an employee works from an alternative work site does not affect whether a day is considered a business day; (c) an optional holiday (days on which Rosh Hashanah, Yom Kippur, or Good Friday falls) is not a business day of a governmental body if the officer for public information of the governmental body observes the optional holiday; (d) the Friday before or Monday after a national holiday or state holiday is not a business day of a governmental body if the holiday occurs on a Saturday or Sunday and the governmental body observes the holiday on that Friday or Monday; (e) a governmental body may designate a day on which the governmental body's administrative offices are closed or operating with minimum staffing as a nonbusiness day, and such designation must be made by the executive director or other chief administrative officer; and (f) a governmental body may designate not more than 10 nonbusiness days under (1)(e), above, each calendar year; 2. the attorney general: (a) may require each public official of a governmental body to complete open records training if the attorney general determines that the governmental body has failed to comply with a requirement of the PIA; and (b) must notify each public official in writing of the attorney general's determination and the requirement to complete the training; 3. a public official who receives notice from the attorney general under (2), above, must complete the training not later than the 60th day after the date the official receives the notice; 4. the exception related to litigation involving a governmental body or an officer or employee of a governmental body does not apply to information requested under the PIA if: (a) the information relates to a general, primary, or special election; (b) the information is in the possession of a governmental body that administers elections; and (c) the governmental body is not a board, commission, department, committee, institution, agency, or office that is within or is created by the executive or legislative branch of state government and that is directed by one or more elected or appointed members; 5. a governmental body shall promptly release basic information about an arrested person, an arrest, or a crime responsive to a request unless the governmental body seeks to withhold the information as provided by another provision of the PIA, and regardless of whether the governmental body requests an attorney general decision regarding other information subject to the request; 6. for purposes of cost provisions regarding requests requiring a large amount of personnel time: (a) a requestor who has exceeded a limit established by a governmental body on the amount of time that personnel of the governmental body are required to spend producing public information for inspection or duplication without recovering its costs attributable to that personnel time may

not inspect public information on behalf of another requestor unless the requestor who exceeded the limit has paid each statement issued by the governmental body; (b) if a governmental body establishes a time limit on the amount of time that personnel of the governmental body are required to spend producing public information for inspection or duplication without recovering its costs attributable to that personnel, time may not include the amount of time spent preparing a written statement to the requestor unless the requestor's time limit for the period has been exceeded; (c) a governmental body may request photo identification from a requestor for the sole purpose of establishing that the requestor has not: (i) exceeded a limit established by the governmental body; and (ii) concealed the requestor's identity; (d) a request for photo identification under (c), above, must include a written estimate of the total cost applicable to the requestor who has exceeded a limit established by the governmental body and a statement that describes each specific reason why (c), above, may apply to the requestor; (e) the governmental body shall accept as proof of a requestor's identification physical presentment of photo identification or an image of the photo identification that is transmitted electronically or through the mail; (f) a requestor from whom a governmental body has requested photo identification under (c), above, may decline to provide identification and obtain the requested information by paying the charge assessed in the statement; 7. a governmental body that requests an attorney general decision must submit the request through the attorney general's designated electronic filing system unless: (a) the governmental body requesting the decision: (i) has fewer than 16 full-time employees; or (ii) is located in a county with a population of less than 150,000; (b) the amount or format of responsive information at issue in a particular request makes use of the attorney general's electronic filing system impractical or impossible; or (c) the request is hand delivered to the office of the attorney general; 8. a governmental body shall as soon as practicable but within a reasonable period of time after the date the attorney general issues an opinion regarding requested information: (a) provide the requestor of the information an itemized estimate of charges for production of the information if an estimate is required; (b) if the requested information is voluminous: (i) take the following actions if the governmental body determines that it is able to disclose the information in a single batch: (A) provide a written certified notice to the requestor and the attorney general that it is impractical or impossible for the governmental body to produce the information within a reasonable period of time; (B) include in the notice the date and hour that the governmental body will disclose the information to the requestor, which may not be later than the 15th business day after the date the governmental body provides the notice; and (C) produce the information at the date and time included in the notice; or (ii) take the following actions if the governmental body determines that it is unable to disclose the information in a single batch: (A) provide a written certified notice to the requestor and the attorney general that it is impractical or impossible for the governmental body to produce the information within a reasonable period of time and in a single batch; (B) include in the notice the date and hour that the governmental body will disclose the first batch of information to the requestor, which may not be later than the 15th business day after the date the governmental body provides the notice; (C) provide a written certified notice to the requestor and the attorney general when each subsequent batch of information is disclosed to the requestor of the date and hour that the governmental body will disclose the next batch of information to the requestor, which may not be later than the 15th business day after the date

the governmental body provides the notice; and (D) produce the requested information at each date and time included in a notice; (c) produce the information if it is required to be produced; (d) notify the requestor in writing that the governmental body is withholding the information as authorized by the opinion; or (e) notify the requestor in writing that the governmental body has filed suit against the attorney general regarding the information; 9. a governmental body is presumed to have complied with the requirements of Number 8, above, if the governmental body takes an action regarding information that is the subject of an opinion issued by the attorney general not later than the 30th day after the date the attorney general issues the opinion; and 10. the office of the attorney general shall make available on the office's Internet website an easily accessible and searchable database: (a) consisting of information identifying each request for an attorney general decision and the attorney general's opinion issued for the request; (b) that at a minimum allows a person to search for a request or opinion by the name of the governmental body making the request and the exception that a governmental body asserts in the request; and (c) that allows a person to view the current status of a request and an estimated timeline indicating the date each stage of review of the request will be started and completed. (Effective September 1, 2023.)

H.B. 3440 (Canales/Hinojosa) – Agenda Posting: provides that certain governmental bodies, including a city or economic development corporation, must concurrently post an agenda and notice of the meeting of the body on the website of the governmental body. (Effective September 1, 2023.)

S.B. 943 (Kolkhorst/Hunter) – Online Public Notices: provides, among other things, that: (1) a newspaper that publishes a notice shall, at no additional cost to a governmental entity placing the notice: (a) publish the notice on one or more webpages on the newspaper's website, if the newspaper maintains a website, that are: (i) clearly designed for notices; and (ii) accessible to the public at no cost; and (b) deliver the notice to the Texas Press Association (TPA) for publication on a TPA-controlled website, if, the TPA maintains such a website as a statewide repository of public notices; (2) if the TPA maintains a website described in (1), above, the TPA must ensure that the website: (a) is accessible to the public at no cost; (b) is updated as notices are received; (c) is searchable and sortable by subject matter and/or location; and (d) offers an e-mail notification service to which a person may electronically subscribe to receive notifications that a notice has been published on the website and that allows the subscriber to limit the notifications by subject matter and/or location; and (3) any entity required to publish a public notice on a website under (1), above, shall archive the notice on its website in its entirety, including the notice publication date. (Effective September 1, 2023.)

S.B. 232 (Hinojosa/Geren) – Removal From Office: this bill, among other things: (1) provides that a person who holds an elected or appointed office of a political subdivision is automatically removed from and vacates the office on the earlier of the date the person enters a plea of guilty or nolo contendere, receives deferred adjudication, or is convicted of one of the following offenses: (a) bribery; (b) theft of public money; (c) perjury; (d) coercion of public servant or vote; (e) tampering with governmental record; (f) misuse of official information; (g) abuse of official capacity; or (h) conspiracy or the attempt to commit any of the offenses in (a) – (g); (2)

requires the governing body of a political subdivision at the first regularly scheduled meeting of the governing body for which notice is required under the Open Meetings Act following the date an officer is removed from office under (1), above, to: (a) order an election on the question of filling the vacancy to be held on the first day that allows sufficient time to comply with other requirements of law, if an election is required to fill the vacancy; or (b) fill the vacancy in the manner provided by law, if an election is not required; and (3) provides that, for an offense described in (1), above, an appeal does not supersede the order of removal if the removed officer appeals the judgment. (Effective September 1, 2023.)

S.B. 569 (Springer/Stucky) – Responding to Third-Party Subpoenas: provides that: (1) a city may impose a fee in the same amount and manner as provided by the Public Information Act for providing a copy of public information or produce a record in response to a subpoena, request for production, or other instrument issued under the authority of a tribunal relating to a civil action to which the city is not a party; and (2) that the city custodian of a record who produces records under (1), above, but who is not required to appear in court, is not entitled to a witness fee. (Effective September 1, 2023.)

H.B. 1817 (Capriglione/Hancock) – Contract Disclosure: provides that a governmental entity or state agency contract that requires an action or vote by the governing body before the contract may be signed, has a value of at least \$1 million, or is for services that would require a person to register as a lobbyist is voidable for failure to provide the required disclosure of interested parties if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity’s failure to provide the required disclosure; and (2) the business entity fails to submit the required disclosure on or before the 10th business day after the date the business entity receives the written notice in (1), above. (Effective September 1, 2023.)

Additional Bills

H.B. 3222 (Guillen/Kolkhorst) – Disaster Recovery Loan Program: increases the number of days from 15 to 30 days that a governing body of a political subdivision, including a city, has to submit its operating budget for the most recent fiscal year as part of the application process to Texas Department of Emergency Management for a disaster recovery loan. (Effective September 1, 2023.)

S.B. 29 (Birdwell/Lozano) – COVID-19 Preventative Measures: provides that a governmental entity may not implement, order, or otherwise impose a mandate requiring: (1) a person to wear a mask or other face covering to prevent the spread of COVID-19; (2) a person to be vaccinated against COVID-19; and (3) the closure of a private business, public school, open-enrollment charter school, or private school to prevent the spread of COVID-19. (Effective September 1, 2023.)

H.B. 3125 (Gamez/Zaffirini) – Emergency Vehicle Equipment: allows governmental entities to equip an authorized emergency vehicle with alternating or flashing white light signal lamps. (Effective September 1, 2023.)

S.B. 271 (Johnson/Shaheen) – Local Government Security Incidents: this bill provides that: (1) a local government that owns, licenses, or maintains computerized data that includes sensitive personal information, confidential information, or information the disclosure of which is regulated by law shall, in the event of a security incident: (a) comply with the notification requirements of the Identify Theft Enforcement and Protection Act, to the same extent as a person who conducts business in Texas; (b) not later than 48 hours after the discovery of the security incident, notify: (i) the Department of Information Resources (DIR), including the chief information security officer; or (ii) if the security incident involves election data, the secretary of state; and (c) comply with all DIR rules relating to security incidents; (2) not later than the 10th business day after the date of the eradication, closure, and recovery from a security incident, a local government shall notify the DIR, including the chief information security officer, of the details of the security incident and include in the notification an analysis of the cause of the security incident; and (3) numbers (1) and (2), above, do not apply to a security incident that a local government is required to report to the independent organization certified for the ERCOT power region. (Effective September 1, 2023.)

S.B. 621 (Parker/Capriglione) – Cybersecurity: this bill, among other things: (1) requires the Department of Information Resources to employ a chief information security officer to oversee cybersecurity matters for Texas; and (2) provides that the chief information officer shall collaborate with state agencies, local governmental entities, and other entities operating or exercising control over state information systems or state-controlled data to strengthen Texas’s cybersecurity and information security policies, standards, and guidelines. (Effective September 1, 2023.)

S.B. 1893 (Birdwell/Anderson) – TikTok Ban: this bill, among other things, requires a city to adopt a policy prohibiting the installation or use and requiring the removal of TikTok or any successor application, or any other social media application specified by the Department of Information Resources and Department of Public Safety, on any city-owned or leased electronic device, subject to certain exceptions for law enforcement or information security purposes. (Effective immediately.)

H.B. 4553 (Longoria/Johnson) – Department of Information Resources: provides, among other things, that if the executive director of the Department of Information Resources (DIR) determines that participation is in the best interest of the state, cities, volunteer fire departments, and city-owned public hospitals, among other entities, are eligible customers for certain DIR services, including: (1) network security services; (2) regional cybersecurity support and network security services; (3) the availability of commodity items for purchase; and (4) consolidated telecommunication systems. (Effective September 1, 2023.)

H.B. 567 (Bowers/Miles) – Hair Discrimination: provides, among other things, that: (1) discrimination because of race or on the basis of race in employment includes discrimination because of or on the basis of an employee’s hair texture or protective hairstyle (braids, locks, and twists) commonly or historically associated with race; and (2) an employer, including a city, commits an unlawful employment practice if the employer adopts or enforces a dress or grooming policy that discriminates against a hair texture or protective hairstyle commonly or historically associated with race. (Effective September 1, 2023.)

H.B. 915 (Craddick/Parker) – Workplace Violence Hotline: provides that: (1) each employer, including a city, shall post a notice to employees of the contact information for reporting instances of workplace violence or suspicious activity to the Department of Public Safety (DPS); (2) the notice must be posted: (a) in a conspicuous place in the employer’s place of business; (b) in sufficient locations to be convenient to all employees; and (c) in English and Spanish, as appropriate; and (2) the Texas Workforce Commission, in consultation with DPS, by rule shall prescribe the form and content of the notice required under (1), above. (Effective September 1, 2023.)



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

Submitted By: Andrew Binz, Parks and Community Services Director

City Council Meeting Date: August 15, 2023

Agenda Item Wording: Presentation and update on the skatepark project at Founders Memorial Park.

Agenda Item Sponsor: Council Member Wade King

Summary/Background: Dennis Baldwin, DS Skatepark Inc., will present an update on the skatepark project. DS Skatepark Inc. is a non-profit created to raise funds, works with skatepark designers to build a regional skatepark at the north end of Founders Memorial Park. It will be a 9,000 to 10,000 square foot, plaza-style skatepark.

Hays County approved \$624,500 in park bond funds to be given to the DSCF to use in the construction of the skatepark. DS Skatepark Inc. has raised over \$100,000 through events, grants and donations. The City of Dripping Springs has \$75,000 in the 2023 budget for the skatepark project.

Per the interlocal agreement, the City will be responsible for providing park land, reviewing construction plans and contracts and operating the skatepark. The Dripping Springs Community Foundation will be responsible for distributing the funds to DS Skatepark, Inc.

Here are the details of the agreement:

City of Dripping Springs

- Provide property in Founders Memorial Park through License Agreement
- Construction and Contract Review
- General City review of project
- Own and Operate skatepark upon completion

Dripping Springs Community Foundation

- Hold and distribute funds for the skatepark
- Ensure that donated funds are spent prior to use of County funds
- Track the spending of County funds

- Assist DS Skatepark, Inc. as needed
- Acknowledge County contributions to the skatepark

DS Skatepark, Inc.

- Contract for design and construction through process outlined in the interlocal agreement including quotes and bond requirements
- Manage skatepark construction
- Ensure that donated funds are spent prior to use of County funds
- Acknowledge County contributions to the skatepark

Staff No recommendation at this time.

Recommendations:

Attachments: Final 2023-08-07_Dripping Springs Parks Presentation.

Next Steps/Schedule: City Attorney will draft an agreement with Dripping Springs Skatepark Inc. and the Dripping Springs Community Foundation to reimburse their expenses for the skatepark up to \$75,000. This is the amount budgeted for the skatepark in the 2023 budget.



SKATEPARK AT FOUNDERS PARK

DRIPPING SPRINGS, TX

CITY COUNCIL WORKSHOP & REGULAR MEETING | AUGUST 15, 2023

Final Concept

This design includes **technical street** terrain with a triangular flow around a central pyramid with a push style skate-path entry lane. The design includes terrain that mimic skate features found in the urban realm, which gives an **authentic feel** of Street Skateboarding. Zones within each lane accommodate different user speeds and are complemented by appropriate **staging and spectating** areas.

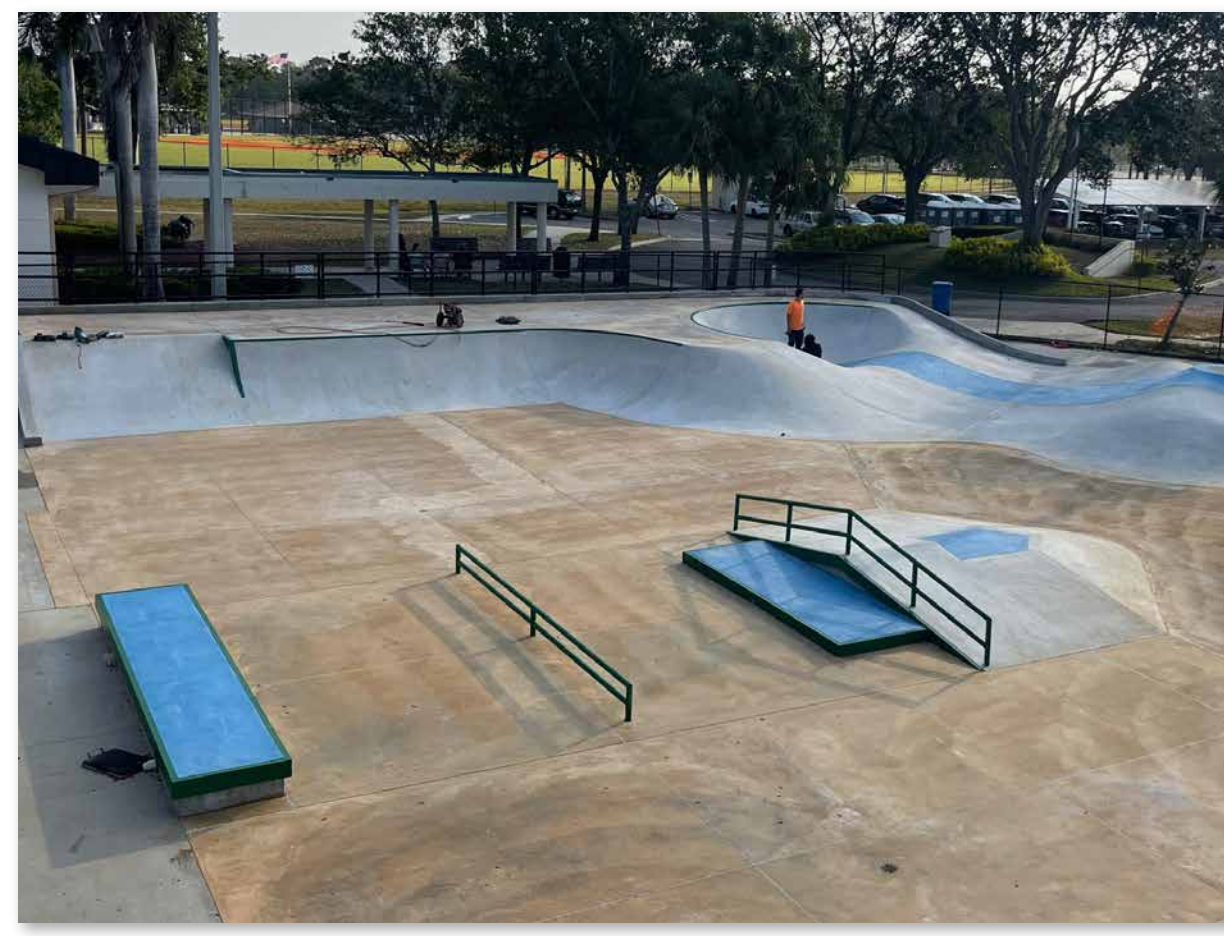
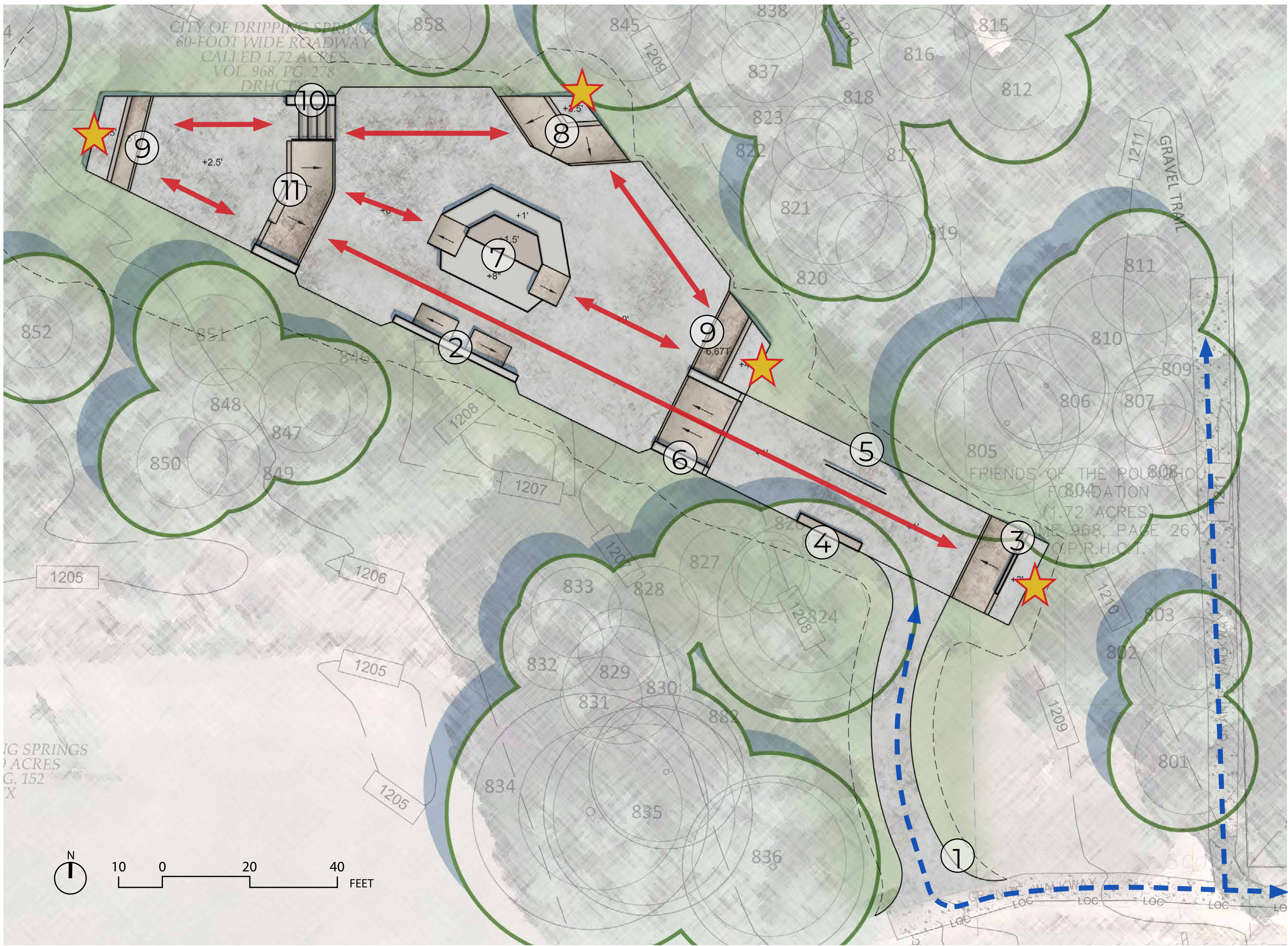
- Pedestrian Circulation
- Rider Circulation
- Staging Area

Site Plan Legend

- ① Main Entrance Connection to Parking Lot
- ② Bank to Bank with Ledge
- ③ Bank to Curb
- ④ Various Height Ledges
- ⑤ Round Flat Bar
- ⑥ Lot 11 Bank with Rail & Ledges
- ⑦ Center Multi-Banked Feature
- ⑧ Banked Hip
- ⑨ Transition Ramp
- ⑩ 5-Stair w/ Hubba & Handrail
- ⑪ Bank w/ Euro Gap

Skatepark features are schematic and will be modified based on community input, project budget and geotechnical findings. The current design is schematic to represent the intended terrain style within the project scope.

Conceptual Site Plan (Base Skatepark Scope)



Bonita Springs Skate Park
Bonita Springs, FL



Brea Skate Park
Brea, CA



Fire Station Skate Plaza
Fort Worth, TX

Example Terrain Photos



Washington Park Skate Spot (Escondido Skate Spot)
Escondido, CA



Gaylord Sackler Memorial Skate Park
Austin, TX

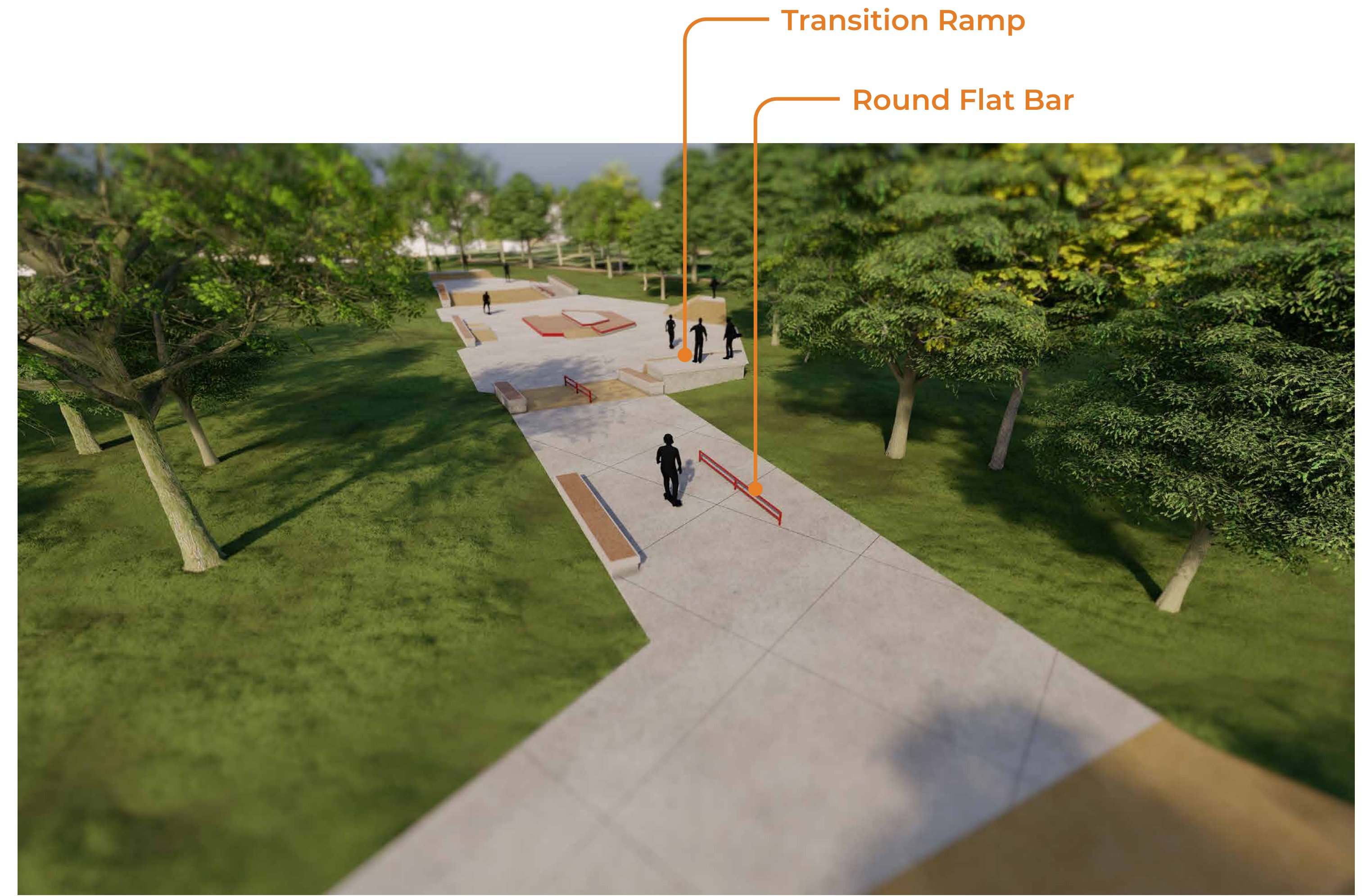
Conceptual Design 3D Renderings



Skatepark Entry

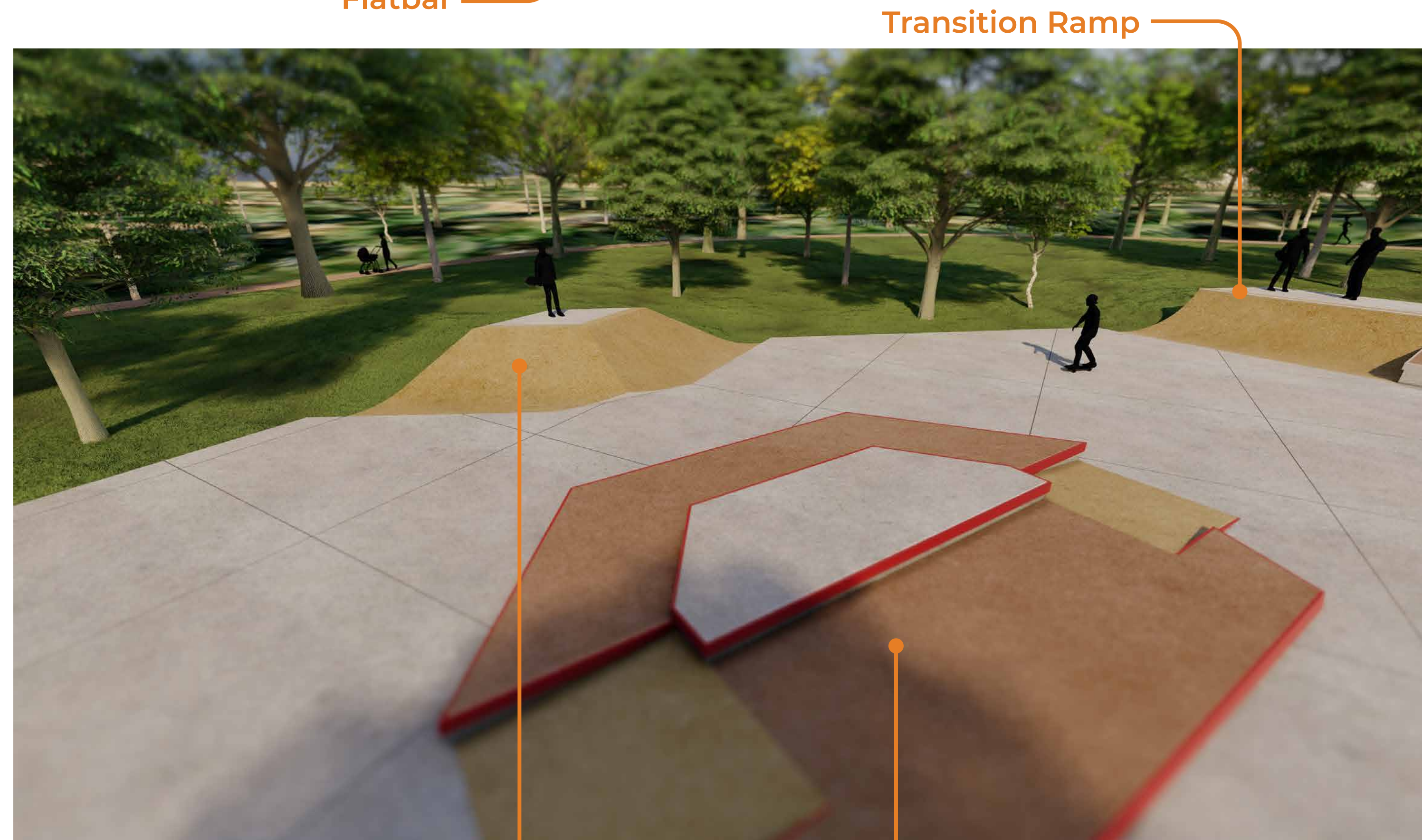
Bank to Curb

Flatbar



Transition Ramp

Round Flat Bar



Transition Ramp

Banked Hip

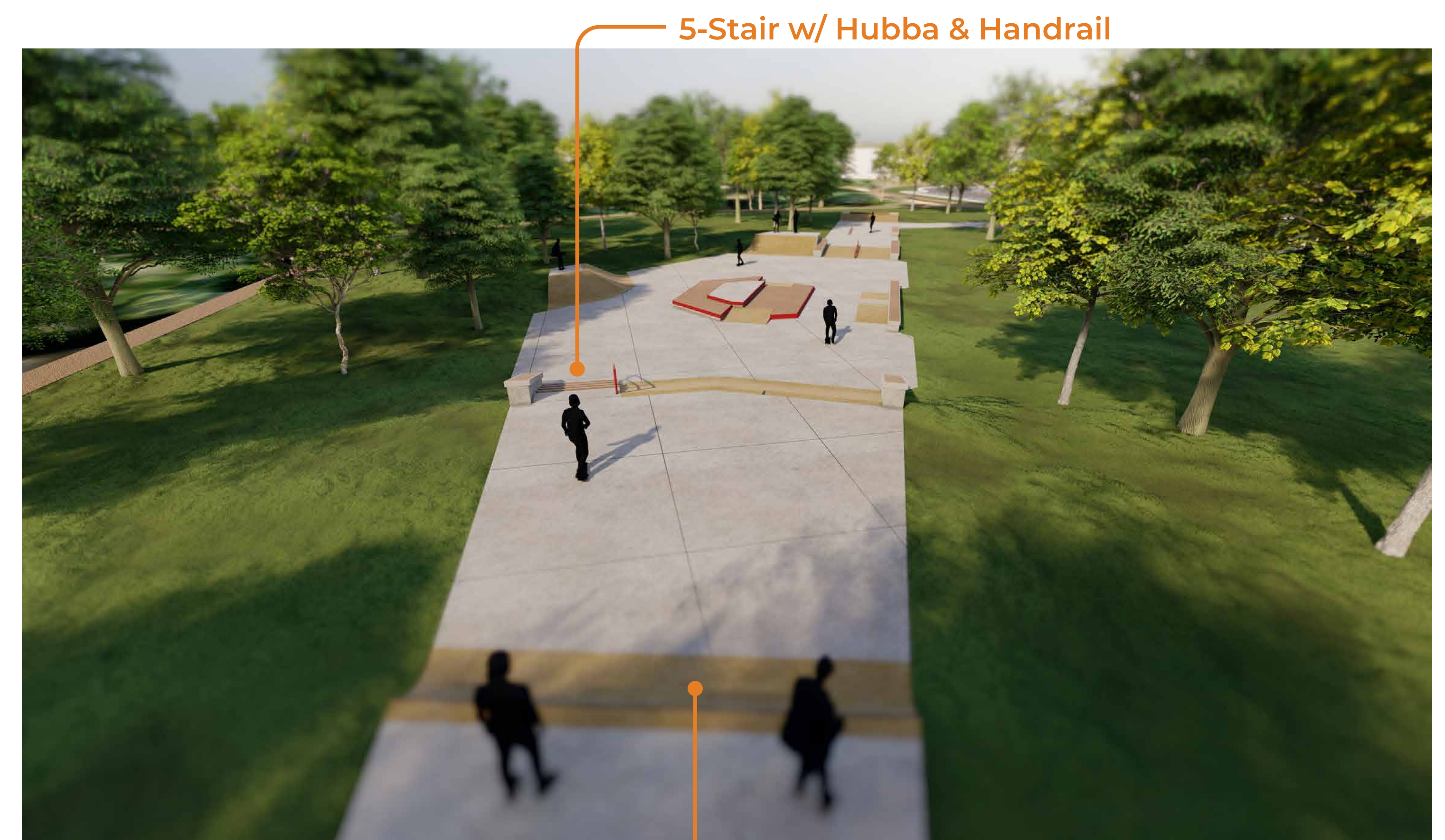
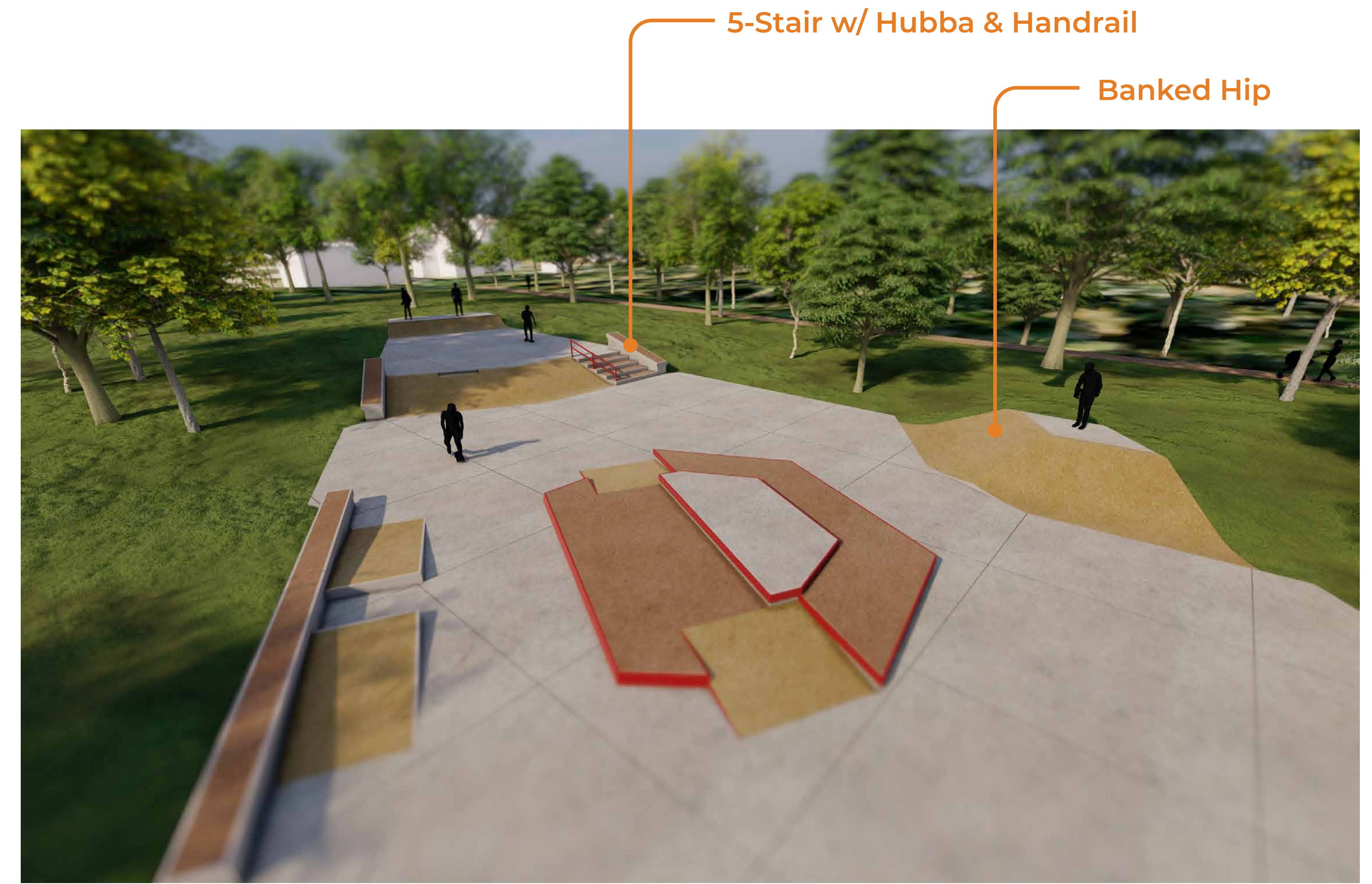
Center Island Technical Street Feature

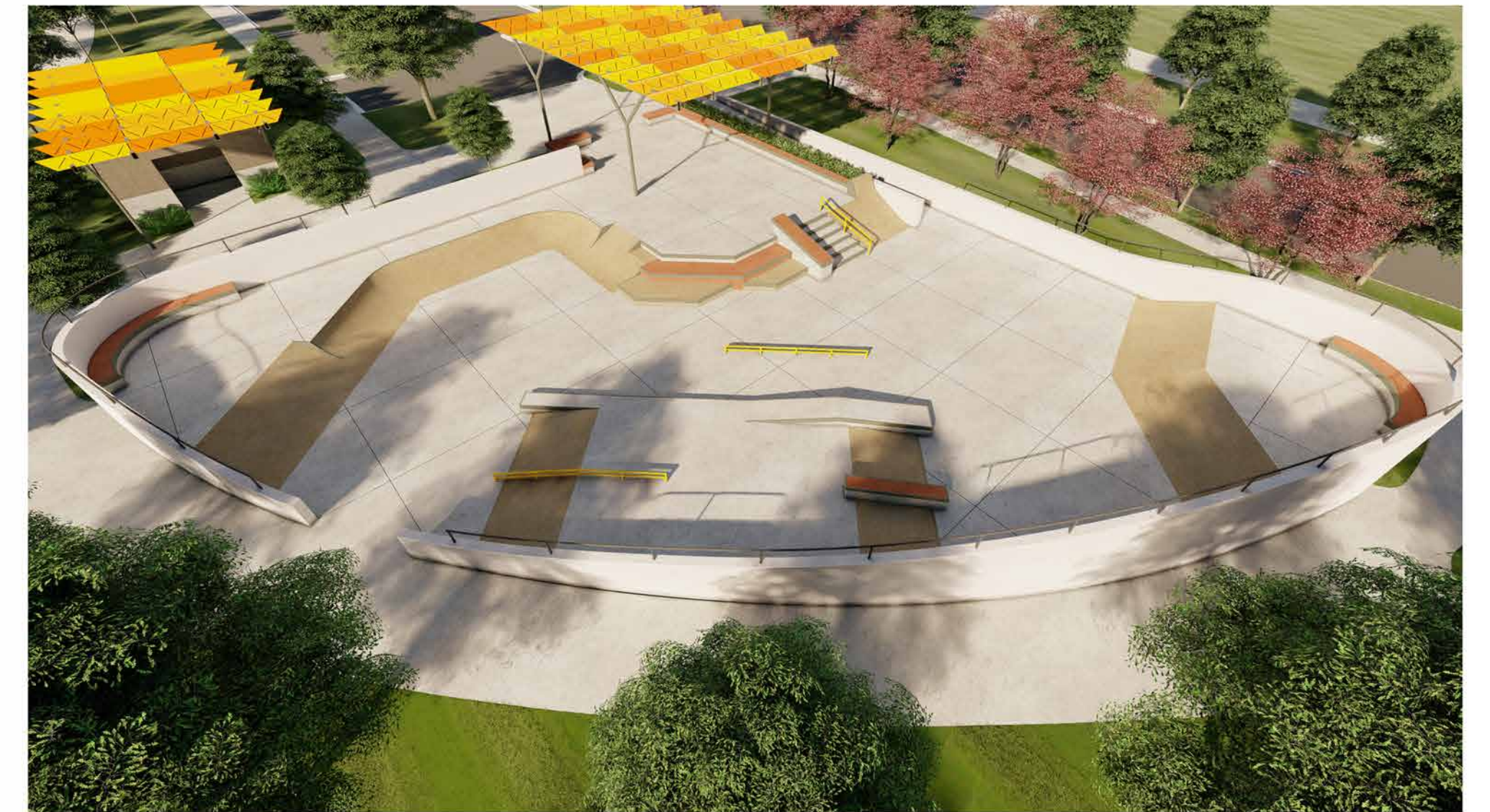
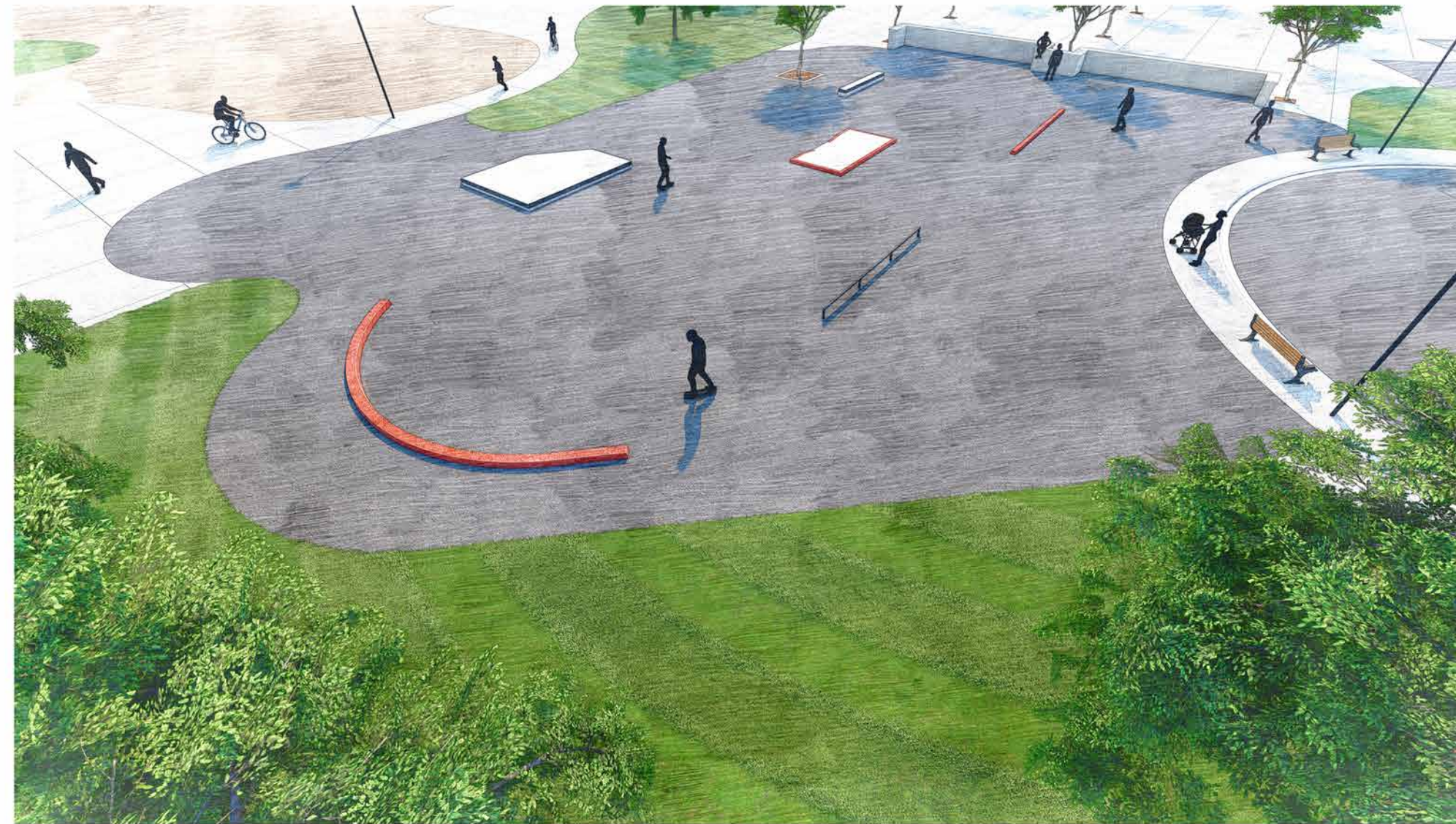
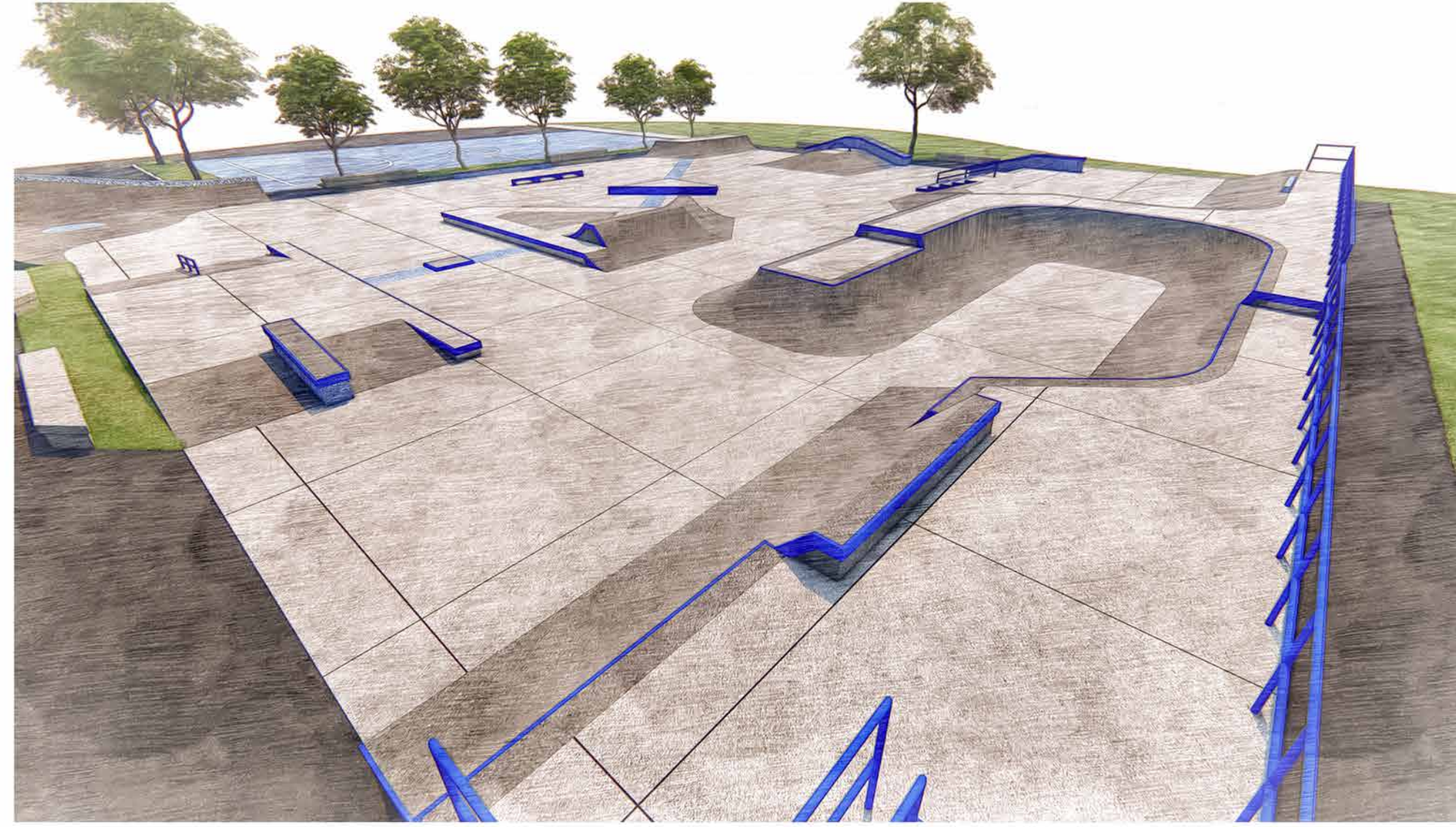


Bank to Curb

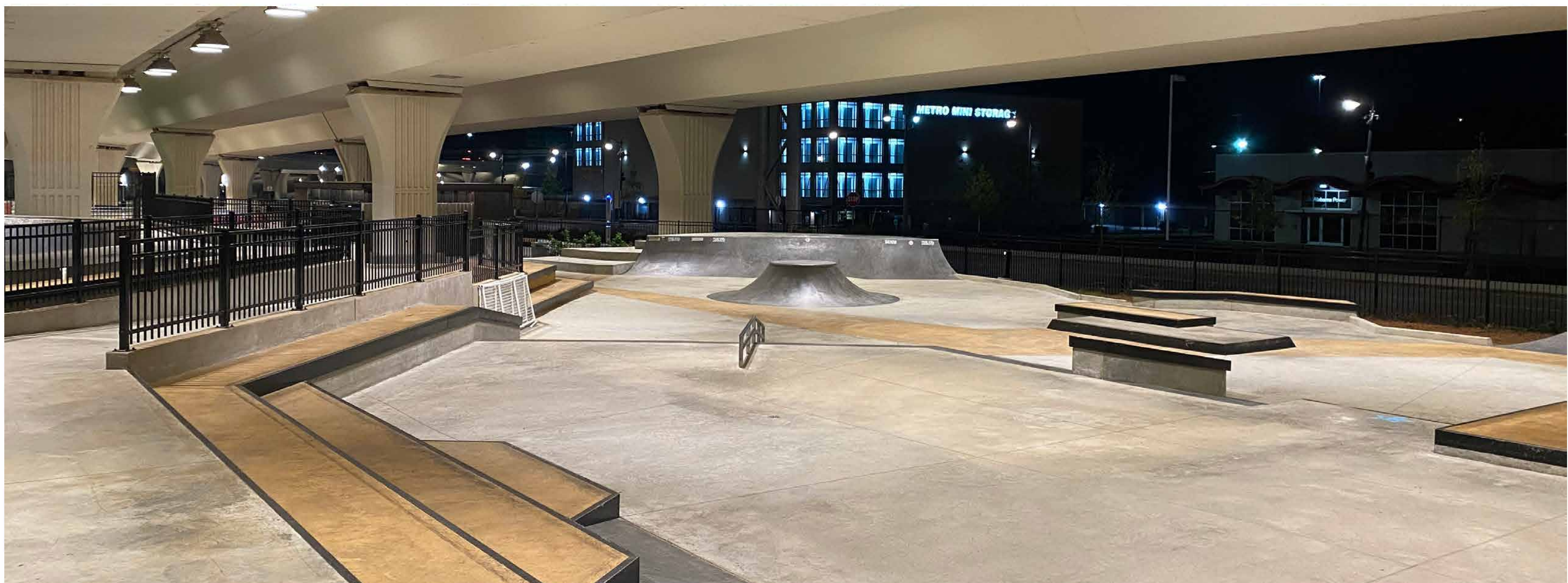
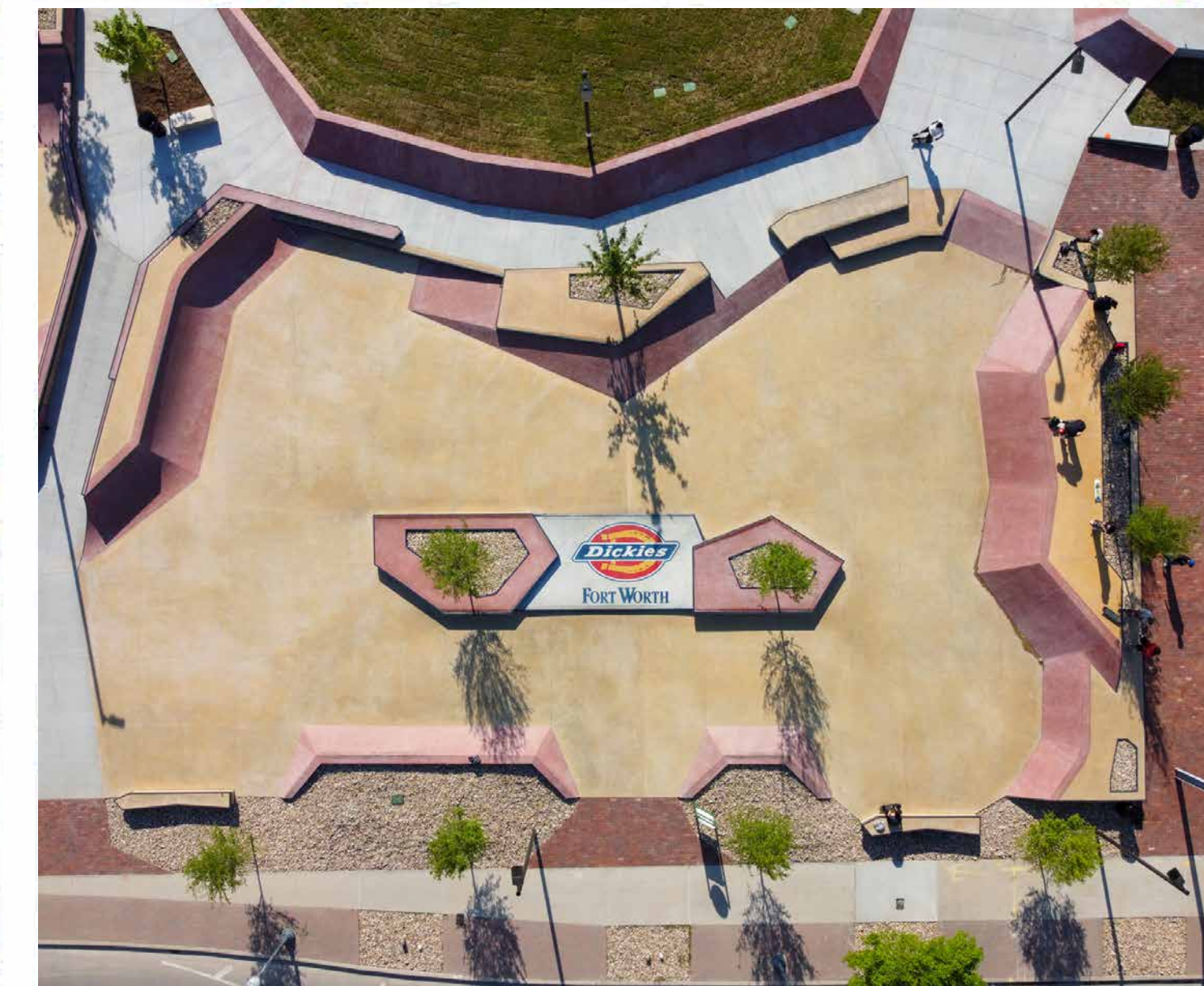
Bank w/ Hubbas and Down Rail

Conceptual Design 3D Renderings





PRECEDENT IMAGES - RENDERINGS



PRECEDENT IMAGES - BUILT WORK

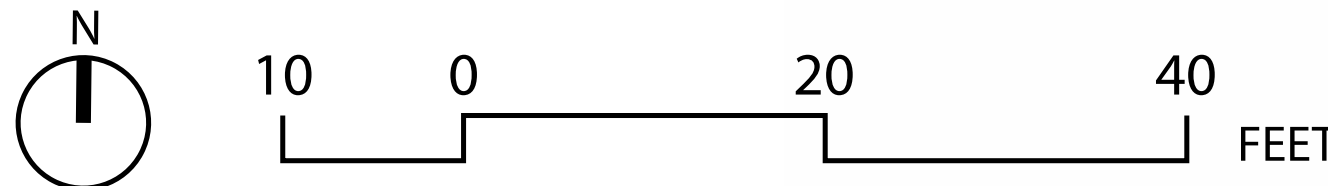
Conceptual Site Plan with Potential Amenities

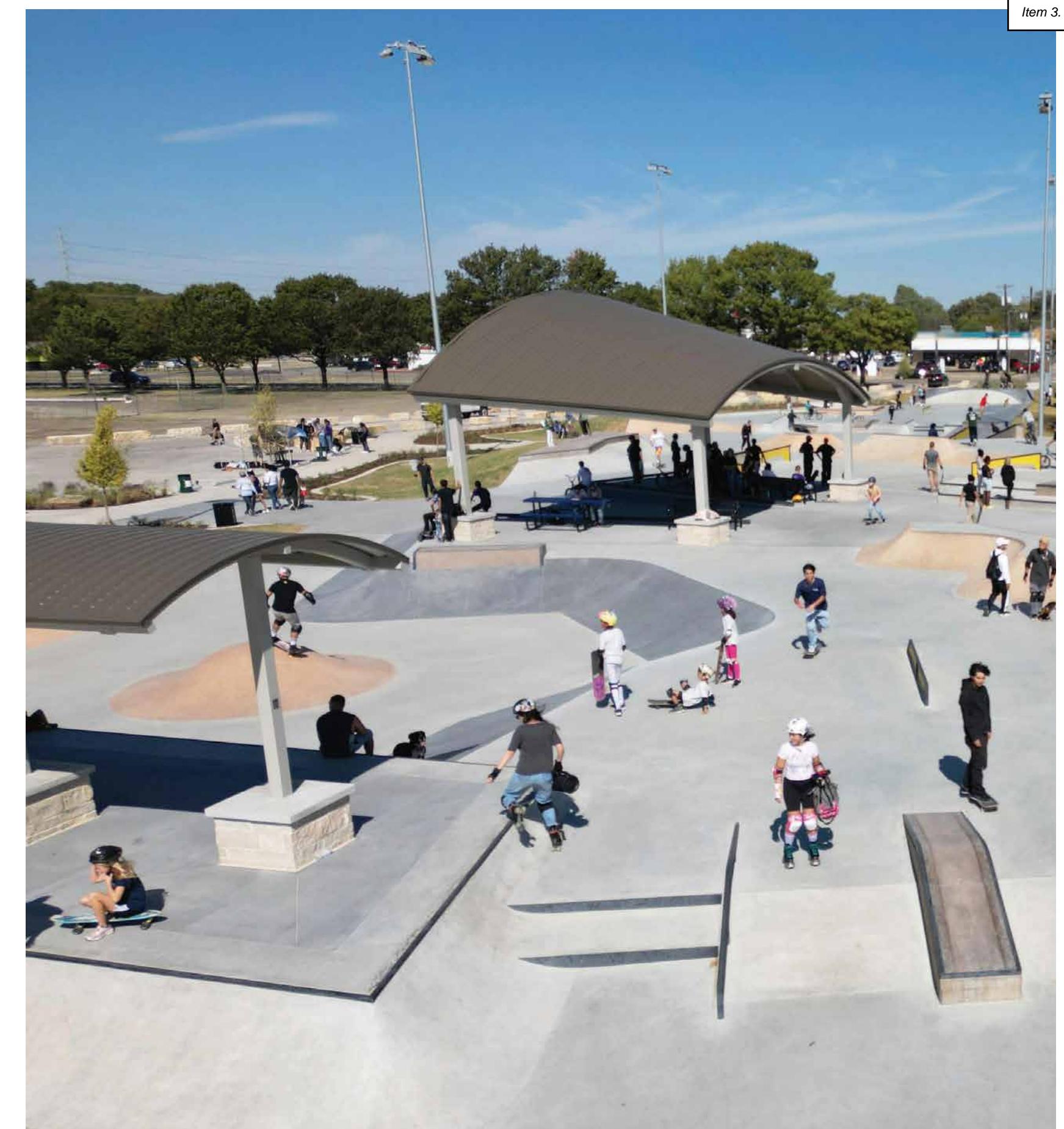
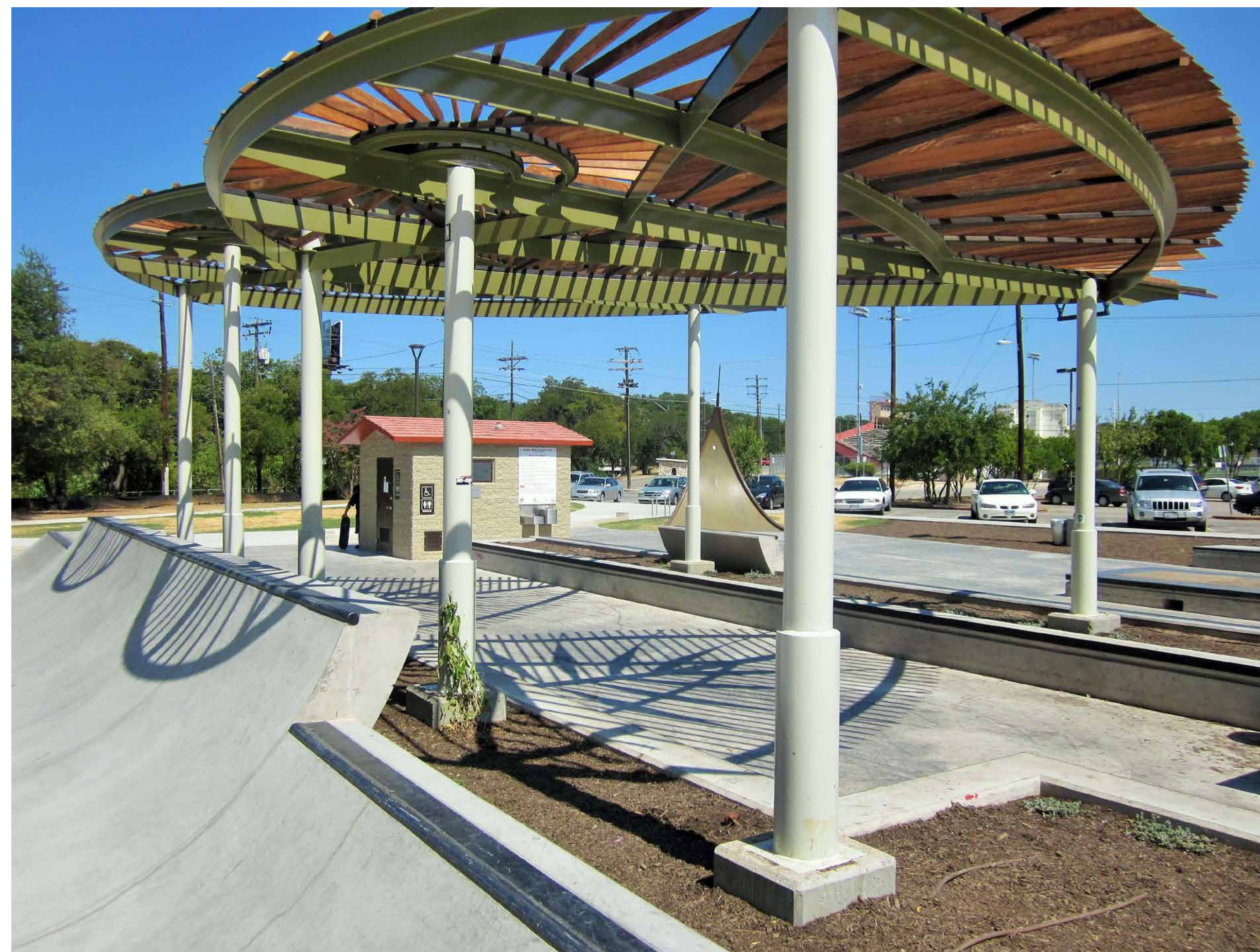
Site Plan Legend

- ① Skatepark - Central Area
- ② Skatepark - Entry Lane
- ③ Skatepark - Elevated Deck
- ④ Notched Seating Areas*
- ⑤ Pedestrian Access Pathway
- ⑥ Picnic/Seating Area*
- ⑦ Low Elevated Walk Over Tree Rootzone*
- ⑧ Shade Structure*
- ⑨ Entry Plaza / Spectator Area*
- ⑩ Existing Trees to Remain
- ⑪ Connection to Existing Pathway

* Items indicated are optional amenities in addition to base skatepark scope see page 12 for more information

Skatepark features are schematic and will be modified based on community input, project budget and geotechnical findings. The current design is schematic to represent the intended terrain style within the project scope.





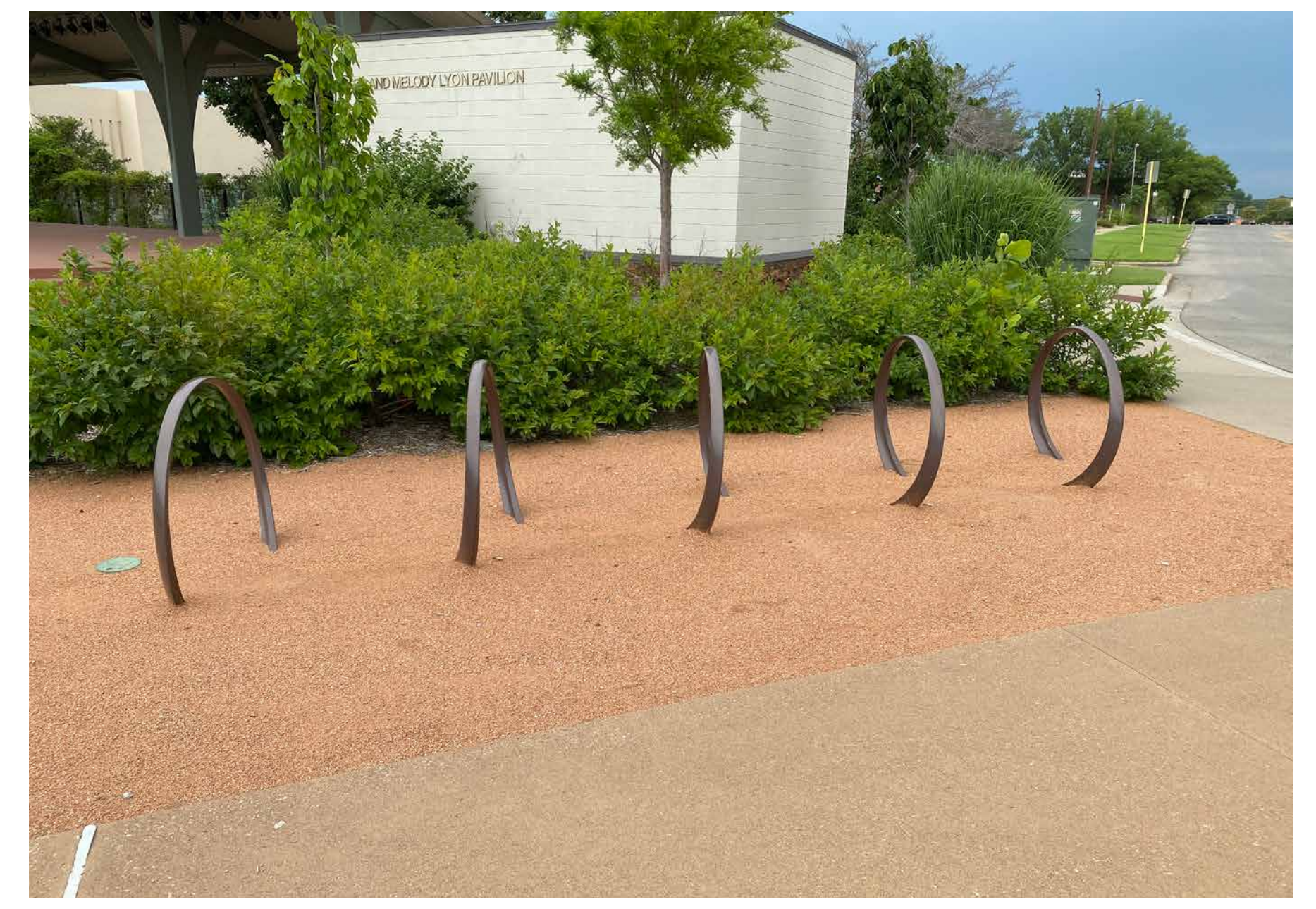
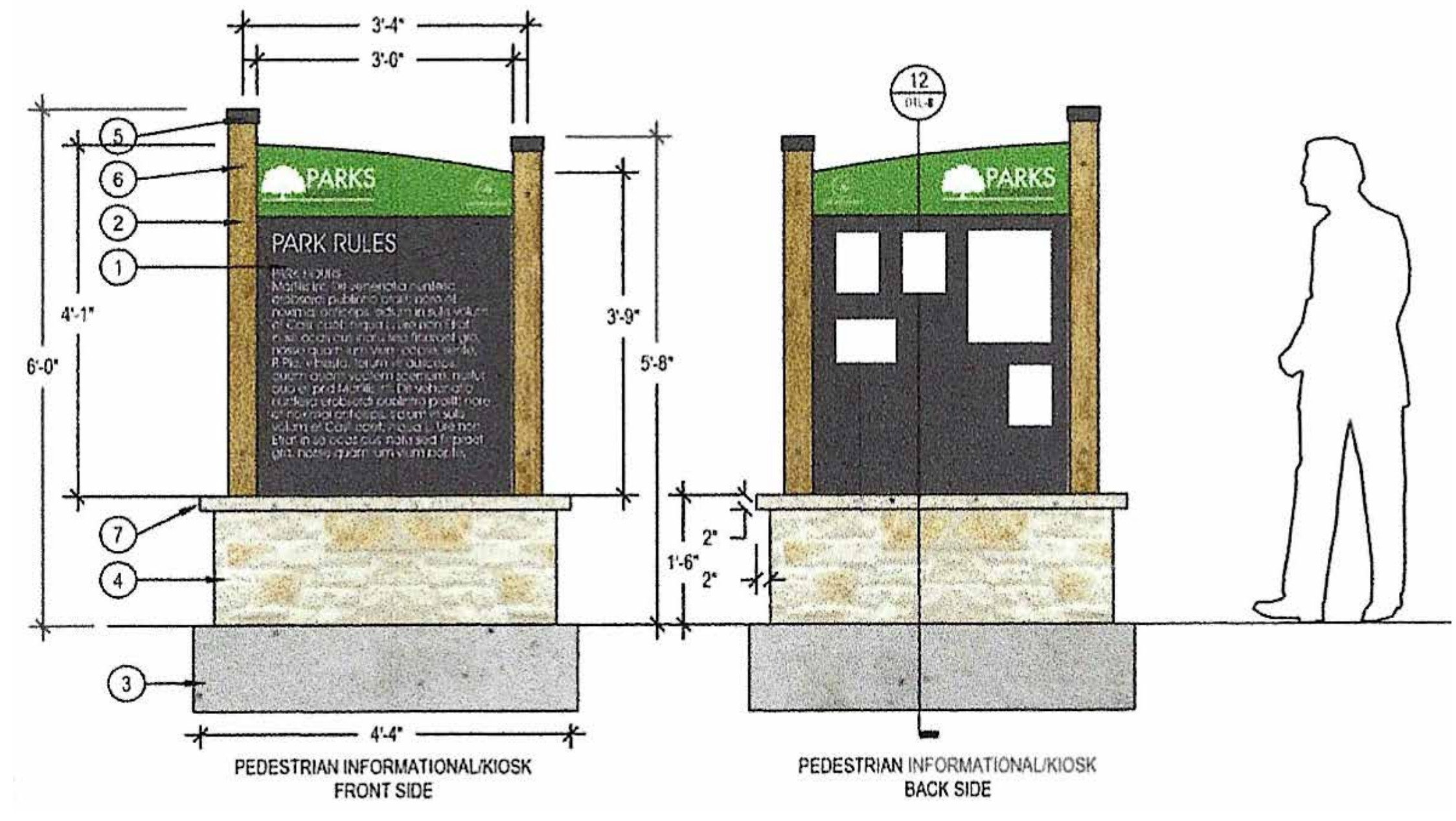
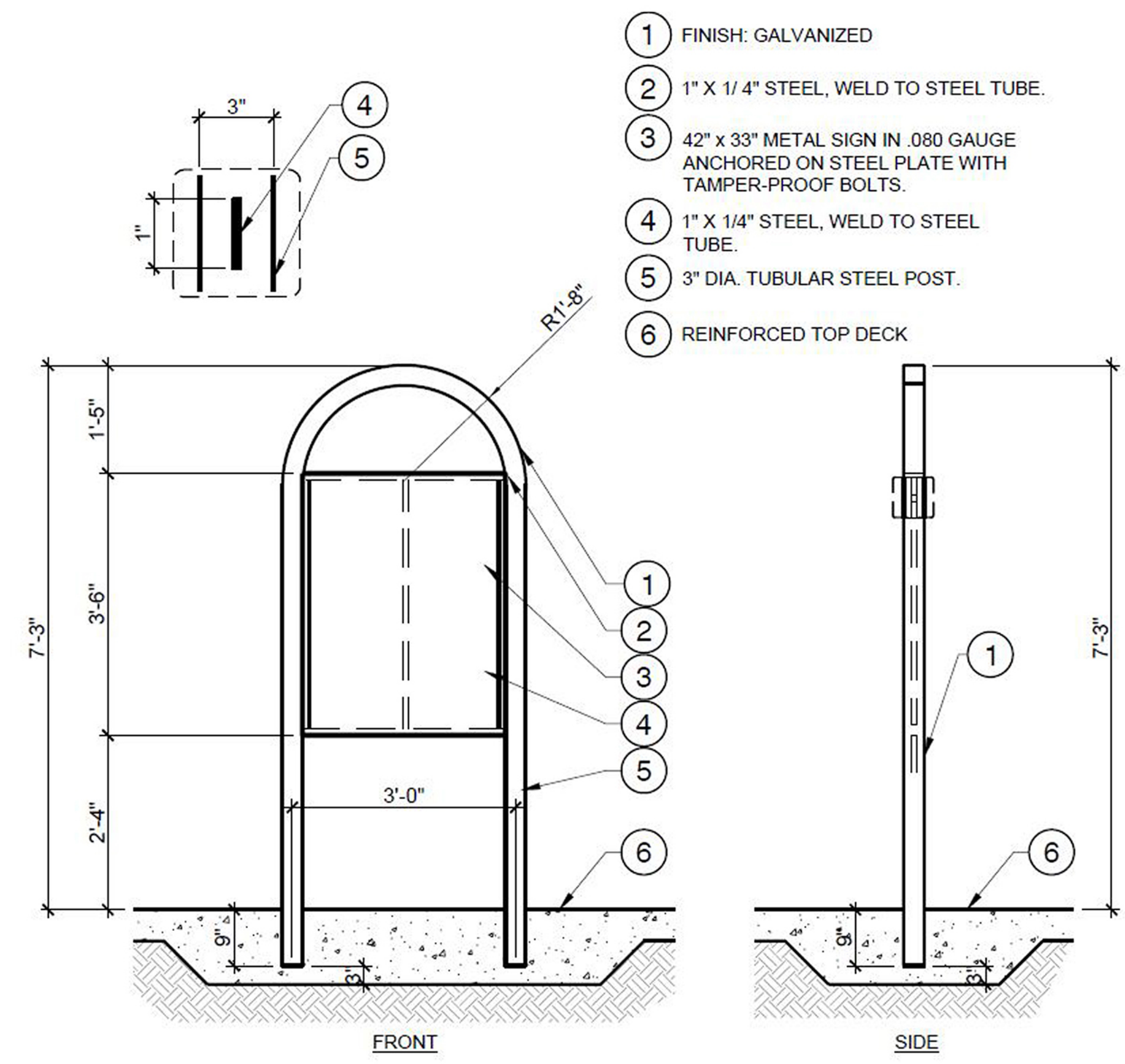
PRECEDENT IMAGES - SITE INTEGRATION



PRECEDENT IMAGES - SITE INTEGRATION

CITY OF DRIPPING SPRINGS SKATE PARK
FOUNDERS MEMORIAL PARK | DRIPPING SPRINGS, TX | MAY 2023





RULES & REGULATIONS SIGN

Code of Conduct:

I agree to follow these guidelines to encourage a safe environment for all park participants.

No Hate Just Skate: The skate park is an all-inclusive environment. Everyone is welcome regardless of race, age, gender, sexual, orientation, creed, economic status, or abilities.

All Skill Levels Welcome: The skate park has been designed for all skill levels. Ride within your abilities and be considerate of other riders. Look before you go, do not drop in on others, and wait your turn!

Show Respect: Be courteous and respectful to other people using the skate park and all other park patrons.

Visitors Need to Know:

Protective safety equipment that properly fits is strongly encouraged to be worn while using the skate park.

The skate park is unsupervised, and users ride at their own risk.

Motorized toys, equipment, ramps, boxes, or other unauthorized obstacles are not allowed in the park.

Parents / guardians are responsible for supervising their children.

Spectators and pedestrians should not enter the skate area.

Make sure your riding equipment is in good working condition.

Inspect the park before use, stay off surfaces when wet or otherwise hazardous.

Do not leave possessions unattended.

The skate park is open to bikes, skateboards, scooters, in-line skates, and other non-motorized wheeled vehicles.

Skate Park Rules:

No glass containers. No alcohol or drugs. No loud music. No vandalism. No soliciting. No fires. No motorized vehicles. No littering. No sleeping. No unpermitted events or vending. Leash and clean up after your dog.

Hours of Operation:

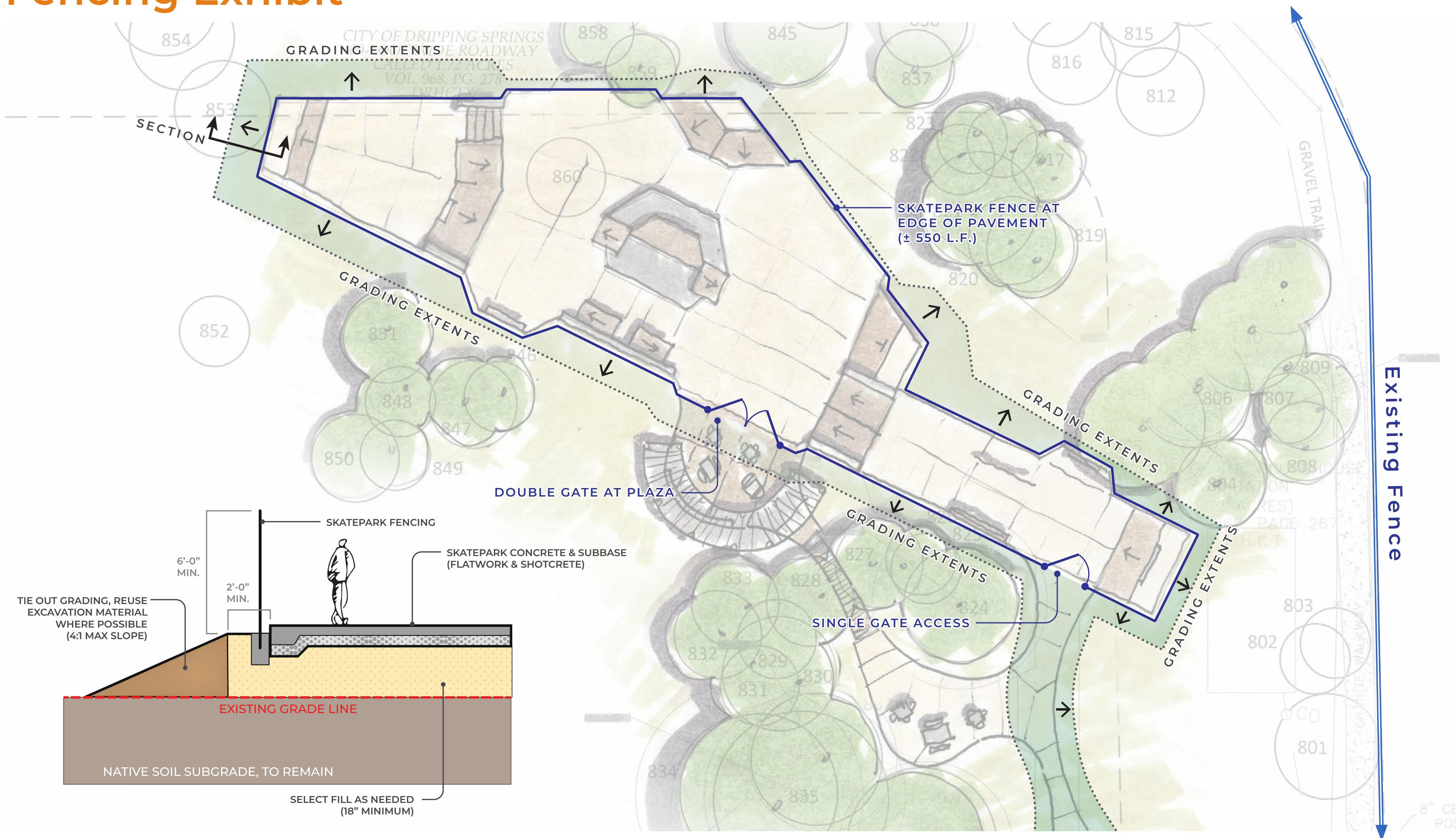
Summer (April 1- November 15): 5 A.M. to 11 P.M.
 Winter (November 16 - March 31): 7 A.M. to 10 P.M.



RULES & REGULATIONS SIGN TEXT

PRECEDENT IMAGES - SITE FURNISHINGS

Fencing Exhibit

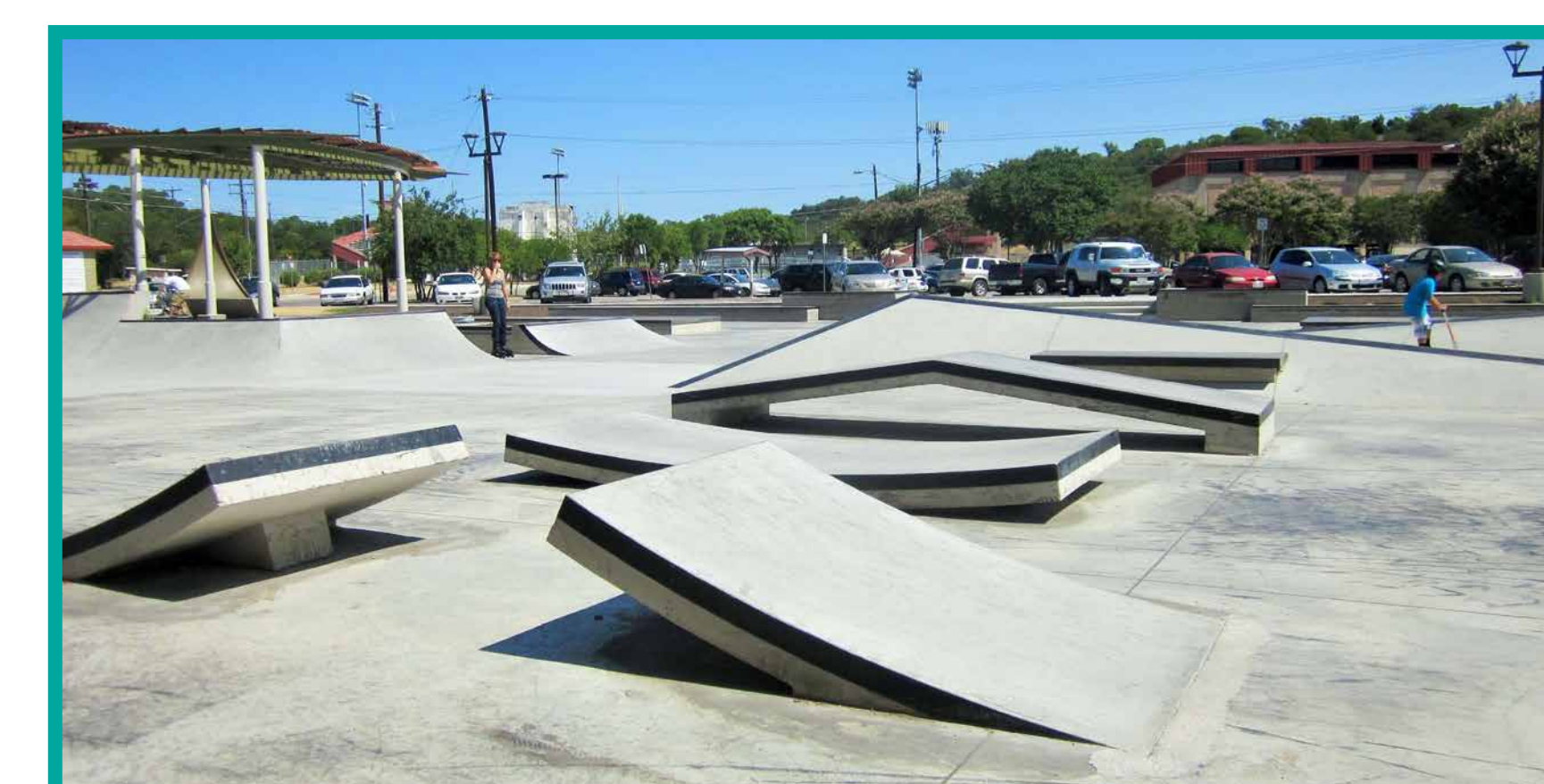


Open Skatepark Examples

- + Allows for improved site integration
- + Provides message of inclusion to community
- + Improved Site Access
- + Reduces maintenance challenges



Washington Park Skate Spot (Escondido Skate Spot)
Escondido, CA



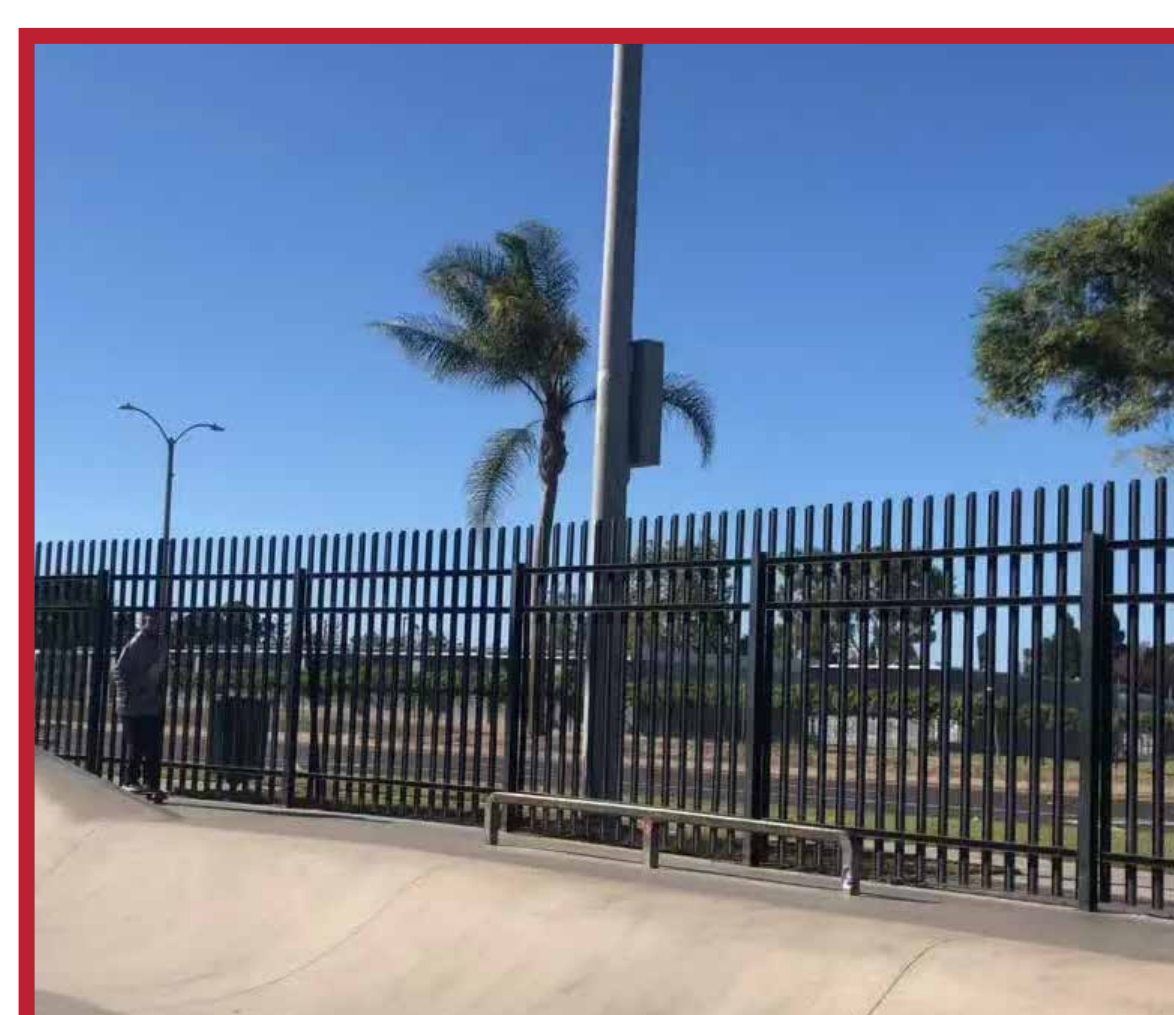
House Skatepark
Austin, TX



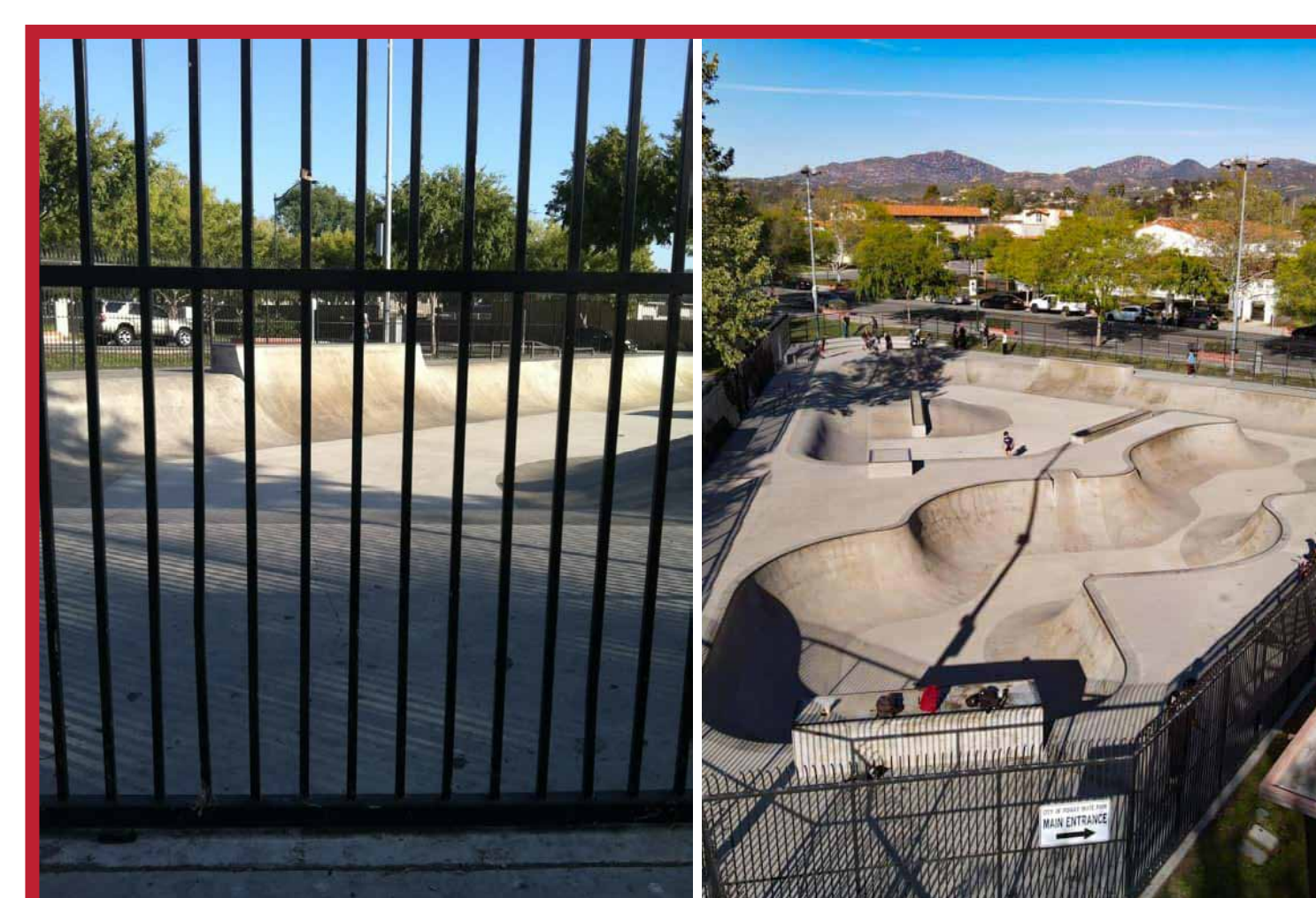
Fire Station Skate Plaza
Fort Worth, TX

Fenced Skatepark Examples

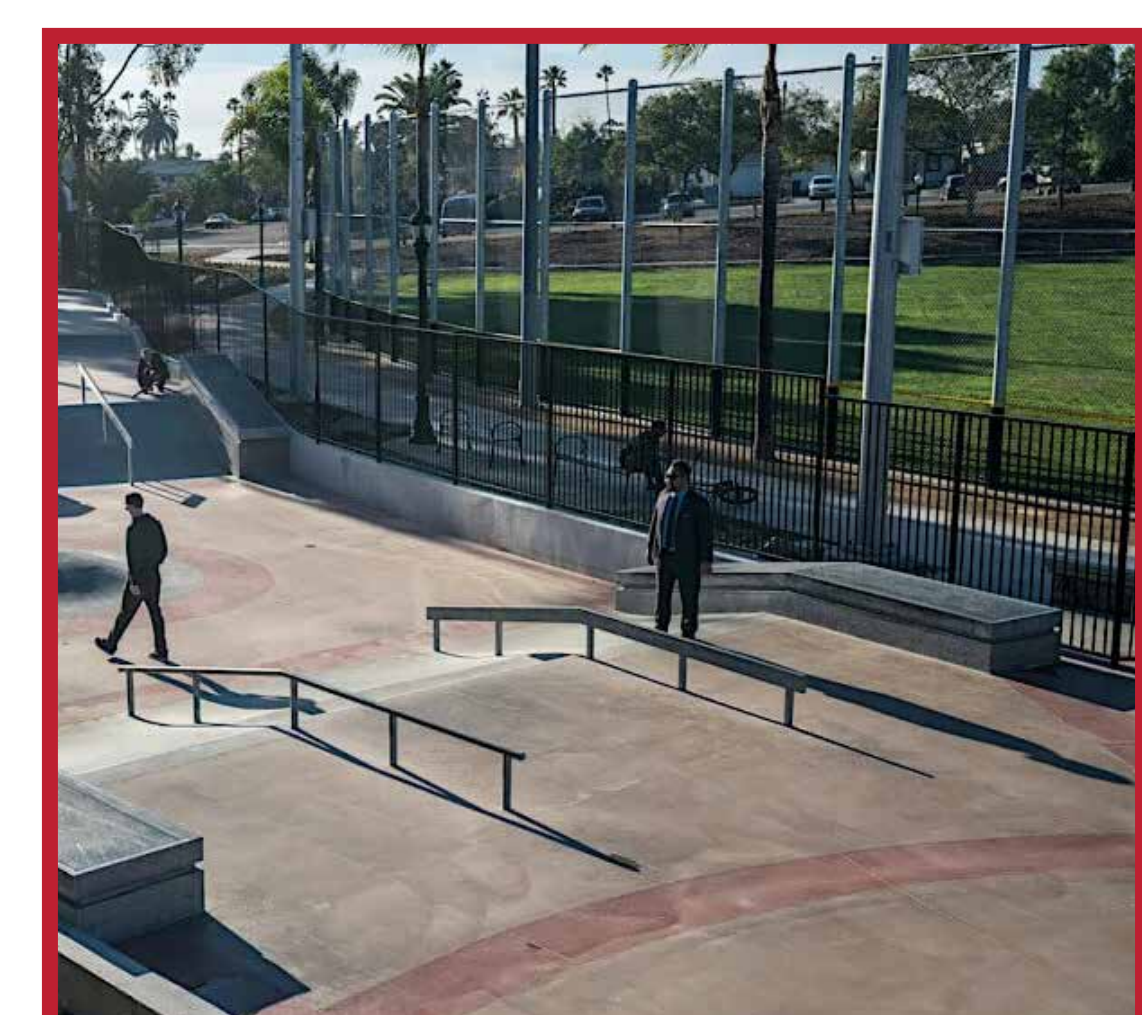
- Reduces site access
- Acts as visual barrier
- Creates maintenance challenges
- Adversely affects overall feel of skatepark
- Sends negative messages to skate community
- Significant project expense



Oxnard Skatepark
Oxnard, CA



Poway Skatepark
Poway, CA



City Heights Skatepark
San Diego, CA

Preliminary Cost/Scope Exhibit

COST BREAKDOWN

ITEM	ESTIMATED COST
BY SPA & NLS	
Design Fee(s)	
Conceptual Design	\$52,800
Technical Plans & Specs	\$35,200
Skatepark Construction	\$712,000
BASE TOTAL	\$800,000

ITEMS EXCLUDED FROM SPA SCOPE	
Landscape, Irrigation, Restoration of Disturbed*	By Others
Material Testing Services	By Others
Site Environmental Assessments	By Others
Permit Fees	Request to be waived by City
Tree Mitigation Costs	Request to be waived by City

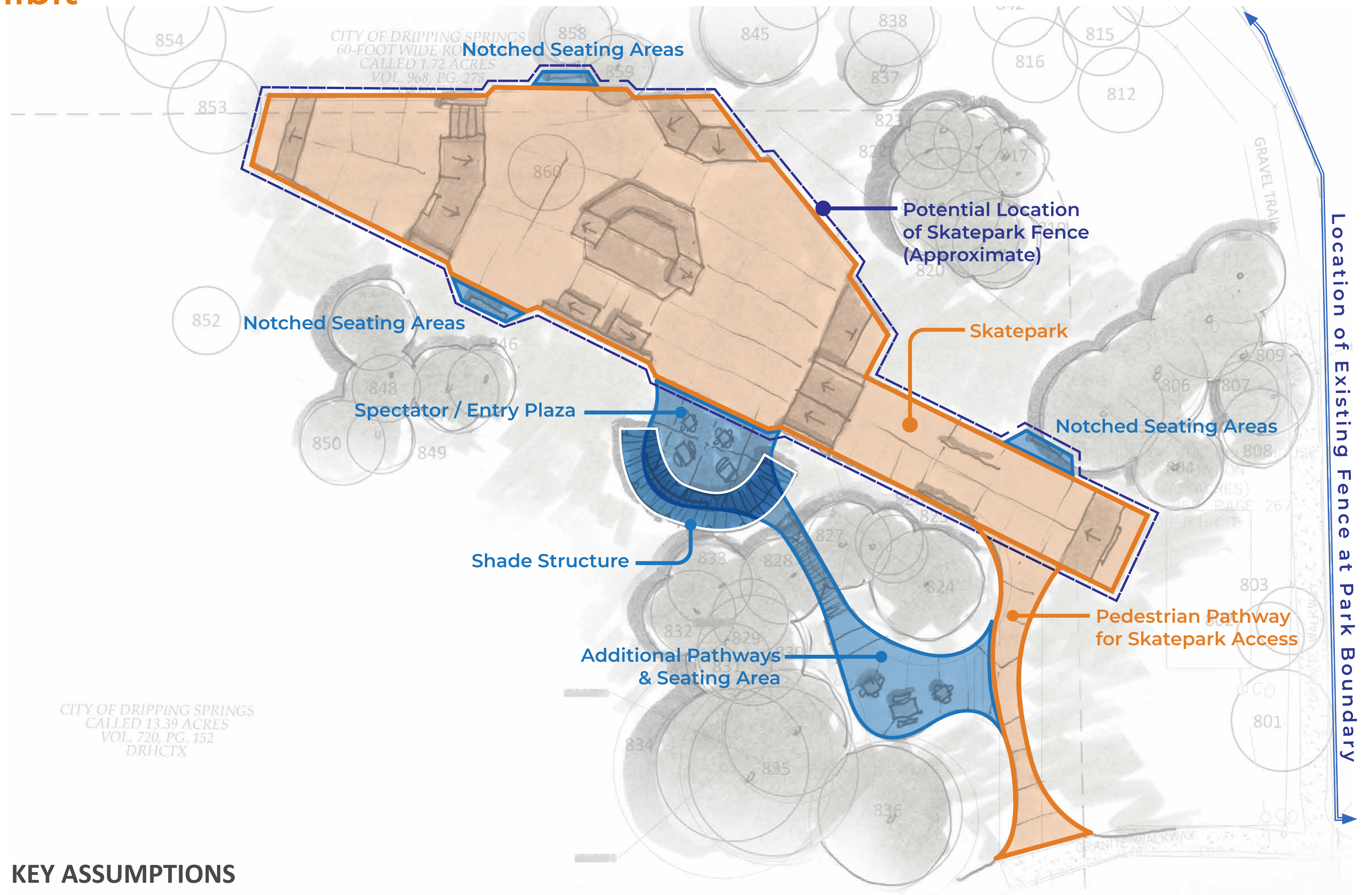
IN-KIND DONATION (BY OTHERS)	
Land clearing / Rootball Removal	Value TBD
Materials Testing Lab	Value TBD

SKATEPARK TOTAL \$800,000 + \$75,000 (FOR AMENITIES)

POTENTIAL SITE AMENITIES (TBD BY CITY)**	
Pathways and Additional Flatwork (outside SP)	\$30,000
Restrooms	\$175,000
Drinking Water Fountain	\$25,000
Skatepark Lighting	\$150,000
Shade Structure	\$80,000
Bike Rack(s)	\$2,000
Benches, Tables, & Seatwalls	\$15,000
Skatepark Rules Signage	\$5,000
Landscape Restoration & Additional Plantings*	\$15,000
Trash/Recycling Receptacles	\$4,000
Skatepark Fencing	\$150,000

* CITY OF DRIPPING SPRINGS LANDSCAPE FUND MAY POTENTIALLY BE USED TO COVER COST OF PLANTING SCOPE (MATERIALS & INSTALL)

** POTENTIAL SITE AMENITIES TO BE CONFIRMED BY CITY OF DRIPPING SPRINGS. \$75,000 HAS BEEN PROPOSED WITHIN THE 2024 CITY BUDGET FOR AMENITIES OUTSIDE OF THE \$800,000 SKATEPARK BUDGET.



KEY ASSUMPTIONS

This estimated cost of construction is based off of the following project assumptions:

- Skatepark target size is roughly 9,000 s.f.
- Removal of some existing trees is possible, but will require remediation.
- Contractor can stage material and equipment and on site
- City of Dripping Springs has allocated approximately \$75,000 worth of funding for site amenities & furnishings. These items are still to be determined (potential items in table on the left)
- Skatepark terrain consisting of street plaza terrain with a variety of features for different skill levels
- Site will be left graded with small machinery.
- Amenities and landscape remediation on any interior planters and exterior landscaping by others

Legend

- Base Project Budget
- Additional Amenities & Site Features
- Potential Skatepark Fencing





DRIPPING SPRINGS
Texas

CITY COUNCIL & BOARD OF ADJUSTMENT WORKSHOP & REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, August 01, 2023 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members present were:

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King (left meeting at 9:05 p.m.)

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 5 Sherrie Parks

City Council Member absent was:

Council Member Place 4 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fisher

Deputy City Administrator Ginger Faught

Interim Deputy City Administrator / City Treasurer Shawn Cox

City Attorney Laura Mueller

People & Communications Director Lisa Sullivan

City Secretary Andrea Cunningham

IT Director Jason Weinstock

Parks & Community Services Director Andy Binz

DSRP Manager Emily Nelson

Farmers Market Manager Charlie Reed

Community Events Coordinator Johnna Krantz

Public Works Director Aaron Reed

Planning Director Tory Carpenter

Building Official Shane Pevehouse

Deputy Public Works Director Craig Rice

Emergency Management Coordinator Roman Baligad

Law Clerk Michelle Farris

Planning & Zoning Commission Chair Mim James

Farmers Market Committee Chair Gouri Johannsen

Farmers Market Committee Member Erika Fritz

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Manassian led the Pledge of Allegiance to the Flag.

PROCLAMATIONS & PRESENTATIONS

1. **Proclamation proclaiming the week of August 6 - 12, 2023, as "Farmers Market Week" in the City of Dripping Springs, Texas. Sponsor: Council Member Sherrie Parks**

Council Member Parks read and presented the proclamation to staff and members of the Farmers Market Committee.

WORKSHOP

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

2. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2024.**

Shawn Cox gave a presentation which is on file.

BOARD OF ADJUSTMENT

CALL TO ORDER AND ROLL CALL

With a quorum of the Board Members present, Chair Foulds, Jr. called the meeting to order at 6:37 p.m.

Board of Adjustment Members present:

Board Chair Bill Foulds, Jr.
 Board Member Taline Manassian
 Board Member Wade King
 Board Member Geoffrey Tahuahua
 Board Member Sherrie Parks

Board of Adjustment Member absent was:

Board Member Travis Crow

BOARD OF ADJUSTMENT AGENDA

3. **Public hearing and consideration of approval of VAR2023-0005: an application for a variance to allow a reduction in the parking requirement for a property located at 249 Sportsplex Drive. Applicant: Chris Nygard**

a. Applicant Presentation – Applicant was not present.

b. Staff Report – Tory Carpenter presented the staff report which is on file. Staff recommends denial of the variance request.

c. Planning & Zoning Commission Report – Chair Mim James presented the Planning & Zoning Commission report. The Commission recommended denial of the variance request unanimously, 4 to 0.

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

e. Variance – A motion was made by Board Member King to deny VAR2023-0005: an application for a variance to allow a reduction in the parking requirement for a property located at 249 Sportsplex Drive. Board Member Manassian seconded the motion which carried unanimously 5 to 0.

Chair Foulds, Jr. closed the Board of Adjustment Meeting and continued with the regular City Council agenda.

CITY COUNCIL

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.

The following individuals spoke in support of the reconnection of Shane Lane and Golden Eagle Lane as part of the Roger Hanks Parkway extension project. They cited traffic and safety concerns that are getting worse the longer it takes to complete the reconnection.

Mickey Bowers
James Reinstra
Monica Corlett

Alan Hutchinson
Aaron Bale

Kathy Reinstra
Kevin Corlett

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.

Mayor Pro Tem Manassian stepped down from the dais and exited the Council Chambers.

4. **Approval of the July 18, 2023, City Council workshop and regular meeting minutes.**
5. **Approval of the Reappointment of Kim Fernea, Becky Atkins, Melanie Fenelon, and Whit Hanks, and the Appointment of Lucy Hanson to the Economic Development Committee for terms ending June 30, 2025; and, the Appointment of Kim Fernea as the Committee Chair for a term ending June 1, 2024.**
6. **Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County. Applicant: Chris Lane, SAMCO Capital**

Filed as Resolution No. 2023-R27

A motion was made by Council Member Parks to approve Consent Agenda Items 4 – 6. Council Member Tahuahua seconded the motion which carried unanimously 3 to 0.

Mayor Pro Tem Manassian reentered the Council Chambers and took her seat at the dais.

BUSINESS AGENDA

7. **Discuss and consider approval of a Resolution Repealing the Co-Sponsorship Policy.**
Sponsor: Council Member Geoffrey Tahuahua

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

No action was taken on this item.

8. **Public hearing and consideration of approval of an Ordinance adopting regulations for the protection of the city logo and city seal and prohibiting the unauthorized use thereof; and providing for the licensing of the city logo and city seal in certain circumstances.** *Sponsor: Council Member Geoffrey Tahuahua*

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

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

c. Ordinance – No action was taken on this item.

9. **Discuss and consider approval of a Lease Agreement with AUC Group, LLC. for a Wastewater Plant Expansion at Arrowhead Ranch.** *Sponsor: Mayor Bill Foulds, Jr.*

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

A motion was made by Mayor Pro Tem Manassian to approve a Lease Agreement with AUC Group, LLC. for a Wastewater Plant Expansion at Arrowhead Ranch. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

- 10. Discuss and consider approval of a Resolution adopting a Family Medical Leave Act Policy and related policies for the City of Dripping Springs.** *Sponsor: Mayor Bill 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 Tahuahua to approve a Resolution adopting a Family Medical Leave Act Policy and related policies for the City of Dripping Springs, with direction to staff to clarify jury duty and bring back to City Council for consideration. Council Member King seconded the motion which carried unanimously 4 to 0.

Filed as Resolution No. 2023-R28

- 11. Public hearing and consideration of approval of an Ordinance Amending Chapter 28.03: Subdivisions and Site Development, Parkland Dedication and Parkland Development, and regarding requirements for Parkland Dedication and Fee in Lieu of Parkland Dedication for residential developments.** *Sponsor: Mayor Bill Foulds, Jr.*

a. Staff Report – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the ordinance.

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

c. Ordinance – A motion was made by Mayor Pro Tem Manassian to postpone the item to the August 15, 2023. City Council Regular Meeting. Council Member Parks seconded the motion which carried unanimously 4 to 0.

- 12. Public hearing and consideration of approval of an Ordinance Amending the City of Dripping Springs Fee Schedule as it relates to Parkland Dedication fees for residential projects and Building Inspection Fees.** *Sponsor: Mayor Bill Foulds, Jr.*

a. Staff Report – Shane Pevehouse presented the staff report which is on file. Staff recommends approval of the ordinance.

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

c. Ordinance – A motion was made by Council Member Tahuahua to approve an Ordinance Amending the City of Dripping Springs Fee Schedule as it relates to Building Inspection Fees and omitting the fee changes as they relate to Parkland Dedication Fees for Residential Projects. Council Member Parks seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2023-23

Mayor Foulds, Jr. stepped down from the dais and exited the Council Chambers. Mayor Pro Tem Manassian presided over the meeting.

13. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas Amending the current 2022-2023 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.

a. Staff Report – Sean Cox presented the staff report which is on file. Staff recommends approval of the ordinance.

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

c. Ordinance – A motion was made by Council Member Parks to approve an Ordinance of the City of Dripping Springs, Texas Amending the current 2022-2023 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. Council Member King seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2023-24

Mayor Foulds, Jr. reentered the Council Chambers, returned to his seat on the dais and presided over the remainder of the meeting.

REPORTS

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

Reports are on file and available for review upon request.

14. June Maintenance Report

Craig Rice, Deputy Public Works Director

15. Planning Department Report

Tory Carpenter, Planning Director

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with Attorney, 551.072, Deliberation of Real Property, and 551.074, Deliberation of Personnel Matters, and regarding Executive Session Agenda Items 16, and 18 – 20. Council Member Parks seconded the motion which carried unanimously 4 to 0.

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.

Council Member King stepped down from the dais and exited the Council Chambers and Executive Session at 9:05 p.m. He did not return to the meeting.

16. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items.** *Consultation with Attorney, 551.071*
17. **Consultation with Attorney regarding to legal issues related to the Co-Sponsorship Policy and City Logo Use.** *Consultation with Attorney, 551.071*
18. **Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, policies, and duties of Penny Appleman, Roman Baligad, Andrew Binz, Kevin Campbell, Tory Carpenter, Shawn Cox, Andrea Cunningham, Brandon Elliott, Melanie Engels, Fletcher Engstrom, Mark Escobedo, Manny Espinosa, Jose Esquivel, Ginger Faught, Michelle Fischer, Sesarío Garza, Cathy Gieselman, Katherine Griego, Kyle Hagen, Wacey Hanger, Stephanie Hartnett, Johnathon Hill, Caylie Houchin, Robert Hutson, Alison Jamieson, Sheri Kapanka, Amy Kappler, Johnna Krantz, Charles Gray Lahrman, Samantha Larghe, Heron Longoria, Ryane Maceyra, Laura Mueller, Emily Nelson, Anthony Pennell, Shane Pevehouse, Cameron Queen, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Jessica Selina Segovia, Mackenzie Rusick, Teresa Sanders, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, Lisa Sullivan, Andrew Thompson, Jason Weinstock, and Utility Services Manager.** *Consultation with Attorney, 551.071; Deliberation of Personnel Matters, 551.074*
19. **Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential facility sites and street extensions and expansions.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
20. **Consultation with Attorney related to legal issues regarding Parks Facilities.** *Consultation with Attorney, 551.071*

The City Council met in Executive Session from 9:03 p.m. – 10:22 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 10:22 p.m.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

August 15, 2023, at 6:00 p.m. (CC)
 September 5, 2023, at 6:00 p.m. (CC & BOA)
 September 19, 2023, at 6:00 p.m. (CC)
 October 3, 2023, at 6:00 p.m. (CC & A)

Board, Commission & Committee Meetings

August 2, 2023 DSRP Board at 11:00 a.m.
 August 7, 2023, Parks & Recreation Commission at 6:00 p.m.

August 8, 2023, Planning & Zoning Commission at 6:00 p.m.
August 9, 2023, Utility Commission at 4:00 p.m.
August 14, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
August 14, 2023, Founders Day Commission at 6:30 p.m.
August 17, 2023, Farmers Market Committee at 10:00 a.m.
August 17, 2023, Emergency Management Commission at 12:00 p.m.

ADJOURN

A motion was made by Council Member Parks to adjourn the meeting. Mayor Pro Tem Manassian seconded the motion which carried unanimously 3 to 0.

APPROVED ON: August 15, 2023

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



DRIPPING SPRINGS
Texas

CITY COUNCIL SPECIAL MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, August 08, 2023 at 5:30 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 5:32 p.m.

City Council Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Treasurer / Interim Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Public Works Director Aaron Reed

PLEDGE OF ALLEGIANCE

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

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 Presentations 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.

1. Approval of the Appointment of Doug Crosson to the Transportation Committee as the Planning & Zoning Commission Representative for a term ending June 30, 2025.

A motion was made by Council Member Parks to approve Consent Agenda Item 1. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Item 2. Council Member Parks seconded the motion which carried unanimously 5 to 0.

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.

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

The City Council met in Executive Session from 5:34 p.m. – 6:21 p.m.

No vote or action was taken during the Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 6:21 p.m.

OPEN SESSION

A motion was made by Council member Parks to pull Executive Session Agenda Item 2 into open session for consideration. Council Member Crow seconded the motion which carried unanimously 5 to 0.

2. Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential facility sites and street extensions and

expansions. *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*

A motion was made by Council Member Parks to approve the Roger Hanks Parkway street extension. Council Member King seconded the motion which carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

August 15, 2023, at 6:00 p.m. (CC)
 September 5, 2023, at 6:00 p.m. (CC & BOA)
 September 19, 2023, at 6:00 p.m. (CC)
 October 3, 2023, at 6:00 p.m. (CC & BOA)

Board, Commission & Committee Meetings

August 9, 2023, Utility Commission at 4:00 p.m.
 August 14, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
 August 14, 2023, Founders Day Commission at 6:30 p.m.

ADJOURN

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

This regular meeting adjourned at 6:22 p.m.

APPROVED ON: August 15, 2023

Bill Foulds, Jr., Mayor


ATTEST:

Andrea Cunningham, City Secretary



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Interim Deputy City Administrator 

Date: August 15, 2023

RE: July 2023 City Treasurer's Report

General Fund:

The General Fund, through July has collected 97.73% of FY 2023 budgeted revenues.

General Fund revenues are in line with the adopted/projected year-end budget. Some line items of note include:

- 100-000-40001: Sales Tax – \$394,864.40 was received in Sales Tax, of which \$303,243.03 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents an increase of 14.99% over July 2022 collections. Through July, the City has collected 97.93% of the \$3,800,000.00 budgeted for
- 100-402-44003: Aquatic Fees – Through July, \$35,705.00 has been collected. This is \$6,305.00 more than budgeted for the year.
- 100-402-44004: Park Rental Income – Through July, \$21,203.00 has been collected. This is \$4,253.00 more than budgeted for the year.

General Fund expenditures are in line with the adopted/projected year-end budget.

Utility Fund:

For June, **\$160,715.53** was collected in revenues from the Wastewater, Water & Operations divisions.

Utility Fund revenues are in line with the adopted/projected year-end budget. Some line items of note include:

- 400-300-43018: Wastewater Service Fees – For July, \$125,026.00 was collected.
- 400-300-47009: Sales Tax – \$78,972.88 was collected in Sales Tax but has yet to be transferred to the Utility Fund from the General Fund. The August Treasurer's Report will reflect both transfers (July & August).

Utility Fund expenditures are in line with the adopted/projected year-end budget.

Dripping Springs Ranch Park (DSRP):

DSRP received **\$54,706.75** in revenues for July.

DSRP revenues are in line with the adopted/projected year-end budget. Some line items of note include:

- 200-401-46006: Merchandise Sales – Through July, \$30,651.00 has been collected. This is \$9,585.80 more than was budgeted.

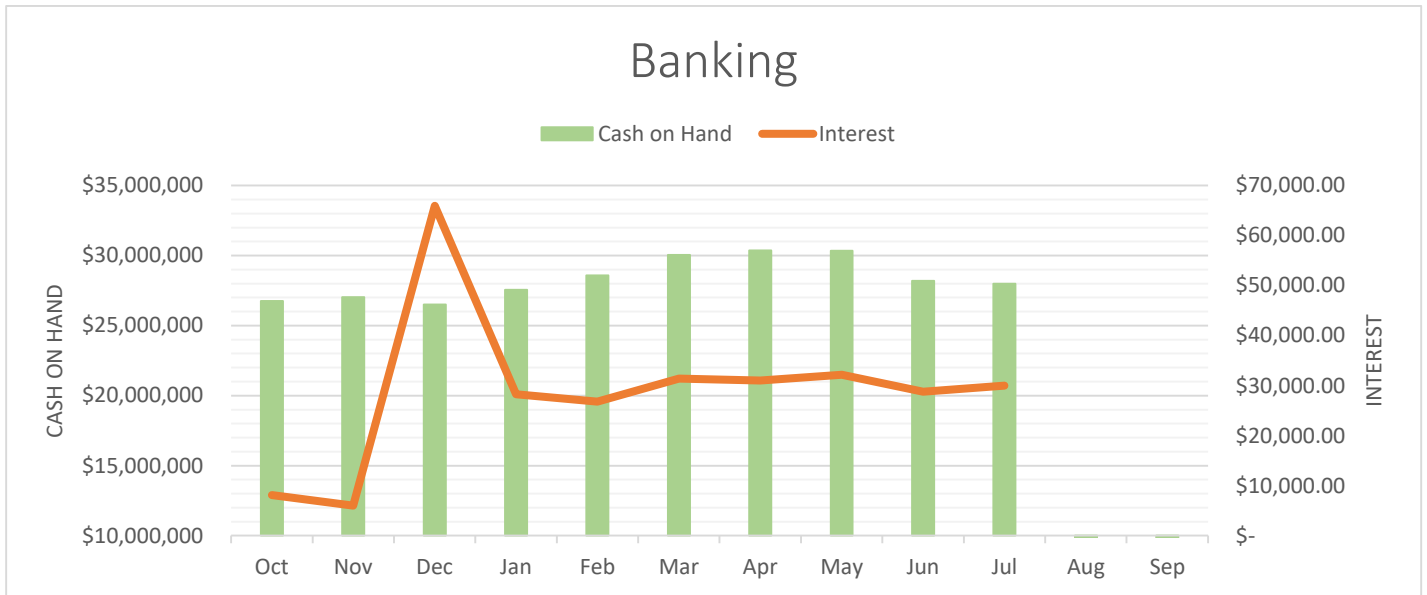
DSRP expenditures are in line with the adopted/projected year-end budget.



DRIPPING SPRINGS Texas

Banking:

On July 31st, the City's cash balance was **\$27.99 Million**. This is a 0.7% decrease from the previous month's cash balances. A total of **\$30,000.44** was collected in interest revenues for the month of July.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	2,559,204.88	2,559,204.88	6,784.03	2,561,386.10	2,181.22	100.09 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	394,864.40	3,721,169.62	-78,830.38	2.07 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	8,964.58	83,556.66	8,556.66	111.41 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	518.66	7,833.21	3,833.21	195.83 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	44,396.33	-603.67	1.34 %
100-000-42000	Alcohol Permit Fees	6,852.50	6,852.50	87.50	7,552.50	700.00	110.22 %
100-000-46001	Other Revenues	40,000.00	40,000.00	-616,332.18	681,857.93	641,857.93	1,704.64 %
100-000-46002	Interest	50,000.00	50,000.00	13,173.25	103,315.90	53,315.90	206.63 %
100-000-46010	CARES Act	0.00	0.00	0.00	-119.17	-119.17	0.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47005	Transfer from HOT Fund	2,404.33	2,404.33	0.00	0.00	-2,404.33	100.00 %
100-000-47010	Transfer from Wastewater Fund	4,066.66	4,066.66	0.00	0.00	-4,066.66	100.00 %
100-000-47013	Transfer From TIRZ	0.00	0.00	0.00	194,000.00	194,000.00	0.00 %
100-000-70016	Opioid Abatement	0.00	0.00	0.00	254.75	254.75	0.00 %
Department: 000 - Undesignated Total:		6,596,928.37	6,596,928.37	-191,939.76	7,405,203.83	808,275.46	12.25%
Department: 103 - Courts							
100-103-43028	Muni Court Fines/Special Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
Department: 103 - Courts Total:		1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
Department: 105 - Communications							
100-105-46006	Merchandise	0.00	0.00	1,256.29	1,621.29	1,621.29	0.00 %
Department: 105 - Communications Total:		0.00	0.00	1,256.29	1,621.29	1,621.29	0.00%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	1,685.00	71,985.00	-3,015.00	4.02 %
100-200-43000	Site Development Fees	400,000.00	400,000.00	38,833.47	806,065.16	406,065.16	201.52 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	1,525.00	34,965.00	-30,035.00	46.21 %
100-200-43030	Subdivision Fees	890,750.00	890,750.00	2,750.00	308,700.94	-582,049.06	65.34 %
Department: 200 - Planning & Development Total:		1,430,750.00	1,430,750.00	44,793.47	1,221,716.10	-209,033.90	14.61%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	3,050.00	22,615.00	22,615.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	4,893.12	97,300.14	47,300.14	194.60 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	65,153.75	1,446,137.64	-53,862.36	3.59 %
Department: 201 - Building Total:		1,550,000.00	1,550,000.00	73,096.87	1,566,052.78	16,052.78	1.04%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,000.00	5,000.00	0.00	5,440.00	440.00	108.80 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	0.00	615.00	-1,185.00	65.83 %
100-400-44002	Program & Event Fees	8,000.00	8,000.00	756.00	17,349.45	9,349.45	216.87 %
100-400-44004	Park Rental Income	5,950.00	5,950.00	445.00	3,678.50	-2,271.50	38.18 %
100-400-47002	Transfer from Parkland Dedication	107,000.00	107,000.00	0.00	0.00	-107,000.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	167,000.00	167,000.00	0.00	0.00	-167,000.00	100.00 %
100-400-47007	Transfer from General Fund	160,570.49	160,570.49	0.00	0.00	-160,570.49	100.00 %
Department: 400 - Parks & Recreation Total:		456,320.49	456,320.49	1,201.00	27,082.95	-429,237.54	94.06%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	29,400.00	29,400.00	8,848.00	35,705.00	6,305.00	121.45 %
100-402-44004	Park Rental Income	16,950.00	16,950.00	586.00	21,203.00	4,253.00	125.09 %
Department: 402 - Aquatics Total:		46,350.00	46,350.00	9,434.00	56,908.00	10,558.00	22.78%

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 404 - Founders Day						
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	125.00	9,870.00	3,620.00 157.92 %
100-404-45001	FD Food Booths	1,100.00	1,100.00	0.00	1,359.38	259.38 123.58 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	6,270.00	1,670.00 136.30 %
100-404-45003	FD Carnival	10,000.00	10,000.00	0.00	16,379.86	6,379.86 163.80 %
100-404-45004	FD Parade Registration Fees	3,750.00	3,750.00	75.00	4,360.00	610.00 116.27 %
100-404-45005	FD Sponsorships	82,500.00	82,500.00	10,500.00	107,000.00	24,500.00 129.70 %
100-404-45006	FD Parking Fees	1,700.00	1,700.00	0.00	1,078.98	-621.02 36.53 %
100-404-45007	FD Electric Fees	3,000.00	3,000.00	0.00	860.00	-2,140.00 71.33 %
Department: 404 - Founders Day Total:		112,900.00	112,900.00	10,700.00	147,178.22	34,278.22 30.36%
Revenue Total:		10,194,248.86	10,194,248.86	-51,458.13	10,425,763.17	231,514.31 2.27%
Expense						
Department: 000 - Undesignated						
100-000-60000	Salaries	2,624,223.34	2,624,223.34	0.00	0.00	2,624,223.34 100.00 %
100-000-61000	Health Insurance	278,376.89	278,376.89	79,432.40	361,057.08	-82,680.19 -29.70 %
100-000-61005	Federal Withholding	209,825.09	209,825.09	0.00	0.00	209,825.09 100.00 %
100-000-61006	TMRS	156,944.31	156,944.31	0.00	0.00	156,944.31 100.00 %
100-000-62009	Human Resources Consultant	15,000.00	15,000.00	1,833.33	10,406.24	4,593.76 30.63 %
100-000-63004	Dues, Fees & Subscriptions	41,337.95	41,337.95	11,797.13	42,642.53	-1,304.58 -3.16 %
100-000-63005	Training/Continuing Education	92,892.04	92,892.04	6,555.00	64,859.83	28,032.21 30.18 %
100-000-64000	Office Supplies	30,000.00	30,000.00	2,056.43	25,695.86	4,304.14 14.35 %
100-000-64004	Office Furniture and Equipment	6,000.00	6,000.00	329.97	5,306.72	693.28 11.55 %
100-000-66002	Postage & Shipping	3,200.00	3,200.00	372.15	3,145.07	54.93 1.72 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	3,400.00	0.00 0.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	5,000.00	0.00 0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00 100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	340.51	3,565.05	6,434.95 64.35 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00 100.00 %
100-000-90002	Transfer to TIRZ	355,961.65	355,961.65	0.00	0.00	355,961.65 100.00 %
100-000-90005	Transfer to DSRP	275,884.04	275,884.04	0.00	0.00	275,884.04 100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00 100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	70,326.00	70,326.00	0.00	0.00	70,326.00 100.00 %
100-000-90015	Transfer to Farmers Marke	15,249.56	15,249.56	0.00	0.00	15,249.56 100.00 %
Department: 000 - Undesignated Total:		5,045,620.87	5,045,620.87	102,716.92	525,078.38	4,520,542.49 89.59%
Department: 100 - City Council/Boards & Commissions						
100-100-64003	Uniforms	1,500.00	1,500.00	0.00	0.00	1,500.00 100.00 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00 100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	5,000.00	5,000.00 50.00 %
Department: 100 - City Council/Boards & Commissions Total:		18,500.00	18,500.00	0.00	5,000.00	13,500.00 72.97%
Department: 101 - City Administrators Office						
100-101-60000	Regular Employees	0.00	0.00	36,651.17	398,784.70	-398,784.70 0.00 %
100-101-60002	Overtime	0.00	0.00	4.93	305.38	-305.38 0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,799.84	18,042.58	-18,042.58 0.00 %
100-101-61001	Dental Insurance	0.00	0.00	138.96	1,424.34	-1,424.34 0.00 %
100-101-61002	Medicare	0.00	0.00	494.83	5,382.30	-5,382.30 0.00 %
100-101-61003	Social Security	0.00	0.00	2,115.77	20,290.69	-20,290.69 0.00 %
100-101-61004	Unemployment	0.00	0.00	0.00	576.00	-576.00 0.00 %
100-101-61006	TMRS	0.00	0.00	2,221.35	23,982.01	-23,982.01 0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	43,426.85	468,788.00	-468,788.00 0.00%
Department: 102 - City Secretary						
100-102-60000	Regular Employees	0.00	0.00	9,932.16	95,368.58	-95,368.58 0.00 %
100-102-60001	Part-time Employees	0.00	0.00	0.00	8,672.05	-8,672.05 0.00 %
100-102-60002	Overtime	0.00	0.00	29.87	659.28	-659.28 0.00 %
100-102-61000	Health Insurance	0.00	0.00	1,185.62	9,818.24	-9,818.24 0.00 %
100-102-61001	Dental Insurance	0.00	0.00	69.48	573.21	-573.21 0.00 %
100-102-61002	Medicare	0.00	0.00	138.83	1,461.52	-1,461.52 0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-61003	Social Security	0.00	0.00	593.65	6,249.21	-6,249.21	0.00 %
100-102-61004	Unemployment	0.00	0.00	0.00	357.52	-357.52	0.00 %
100-102-61006	TMRS	0.00	0.00	603.69	5,781.65	-5,781.65	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	8,000.00	8,000.00	0.00	645.12	7,354.88	91.94 %
100-102-64003	Uniforms	0.00	0.00	0.00	45.00	-45.00	0.00 %
100-102-66003	Public Notices	6,000.00	6,000.00	575.63	5,067.21	932.79	15.55 %
100-102-69003	Records Management	1,220.00	1,220.00	0.00	600.00	620.00	50.82 %
100-102-70001	Mileage	0.00	0.00	0.00	366.55	-366.55	0.00 %
Department: 102 - City Secretary Total:		23,220.00	23,220.00	13,128.93	135,665.14	-112,445.14	-484.26%
Department: 103 - Courts							
100-103-60001	Part-time Employees	0.00	0.00	0.00	3,671.27	-3,671.27	0.00 %
100-103-61002	Medicare	0.00	0.00	0.00	53.25	-53.25	0.00 %
100-103-61003	Social Security	0.00	0.00	0.00	227.61	-227.61	0.00 %
100-103-61004	Unemployment	0.00	0.00	0.00	58.76	-58.76	0.00 %
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	685.54	6,370.54	9,129.46	58.90 %
Department: 103 - Courts Total:		15,500.00	15,500.00	685.54	10,381.43	5,118.57	33.02%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	12,269.23	134,896.12	-134,896.12	0.00 %
100-104-60001	Part-time Employees	0.00	0.00	1,223.20	4,117.60	-4,117.60	0.00 %
100-104-61000	Health Insurance	0.00	0.00	600.48	6,605.28	-6,605.28	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	34.74	382.14	-382.14	0.00 %
100-104-61002	Medicare	0.00	0.00	187.32	1,924.14	-1,924.14	0.00 %
100-104-61003	Social Security	0.00	0.00	800.92	8,227.12	-8,227.12	0.00 %
100-104-61004	Unemployment	0.00	0.00	19.57	209.88	-209.88	0.00 %
100-104-61006	TMRS	0.00	0.00	743.52	8,106.13	-8,106.13	0.00 %
100-104-62003	Special Counsel and Consultants	55,800.00	55,800.00	605.00	29,217.55	26,582.45	47.64 %
100-104-69004	Government Affairs	60,000.00	60,000.00	0.00	30,000.00	30,000.00	50.00 %
Department: 104 - City Attorney Total:		115,800.00	115,800.00	16,483.98	223,685.96	-107,885.96	-93.17%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	12,073.09	115,914.44	-115,914.44	0.00 %
100-105-61000	Health Insurance	0.00	0.00	1,207.56	10,049.76	-10,049.76	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	69.48	573.21	-573.21	0.00 %
100-105-61002	Medicare	0.00	0.00	174.32	1,672.69	-1,672.69	0.00 %
100-105-61003	Social Security	0.00	0.00	745.38	7,152.01	-7,152.01	0.00 %
100-105-61004	Unemployment	0.00	0.00	0.00	288.03	-288.03	0.00 %
100-105-61006	TMRS	0.00	0.00	731.64	6,978.36	-6,978.36	0.00 %
100-105-66000	Website	6,625.00	6,625.00	0.00	6,676.25	-51.25	-0.77 %
100-105-66005	Public Relations	5,200.00	5,200.00	0.00	508.89	4,691.11	90.21 %
Department: 105 - Communications Total:		11,825.00	11,825.00	15,001.47	149,813.64	-137,988.64	-1,166.92%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	5,487.02	60,436.58	-60,436.58	0.00 %
100-106-61000	Health Insurance	0.00	0.00	608.68	6,405.00	-6,405.00	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	34.74	364.77	-364.77	0.00 %
100-106-61002	Medicare	0.00	0.00	79.42	874.84	-874.84	0.00 %
100-106-61003	Social Security	0.00	0.00	339.60	3,740.82	-3,740.82	0.00 %
100-106-61004	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-106-61006	TMRS	0.00	0.00	332.52	3,631.92	-3,631.92	0.00 %
100-106-64001	Office IT Equipment & Support	105,890.00	113,690.00	17,789.80	106,065.05	7,624.95	6.71 %
100-106-64002	Software	218,759.00	265,318.00	19,274.26	214,252.20	51,065.80	19.25 %
100-106-65000	Network/Phone	36,830.84	36,830.84	1,274.73	31,011.26	5,819.58	15.80 %
Department: 106 - IT Total:		361,479.84	415,838.84	45,220.77	426,926.45	-11,087.61	-2.67%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	17,504.16	180,377.80	-180,377.80	0.00 %
100-107-60002	Overtime	0.00	0.00	25.77	508.69	-508.69	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,787.10	19,610.00	-19,610.00	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	104.22	1,146.42	-1,146.42	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-107-61002	0.00	0.00	237.73	2,386.95	-2,386.95	0.00 %
100-107-61003	0.00	0.00	1,016.50	10,206.10	-10,206.10	0.00 %
100-107-61004	0.00	0.00	0.00	431.99	-431.99	0.00 %
100-107-61006	0.00	0.00	1,062.31	10,872.14	-10,872.14	0.00 %
100-107-62001	35,000.00	35,000.00	0.00	45,150.00	-10,150.00	-29.00 %
100-107-64003	300.00	300.00	0.00	0.00	300.00	100.00 %
100-107-67000	25,000.00	25,000.00	4,953.50	20,032.00	4,968.00	19.87 %
100-107-67001	41,000.00	41,000.00	11,250.00	45,701.00	-4,701.00	-11.47 %
100-107-67002	25,000.00	25,000.00	5,702.25	47,816.00	-22,816.00	-91.26 %
100-107-70001	0.00	0.00	21.45	179.14	-179.14	0.00 %
100-107-90003	760,000.00	760,000.00	0.00	665,261.04	94,738.96	12.47 %
100-107-90004	218,880.00	218,880.00	0.00	137,242.68	81,637.32	37.30 %
Department: 107 - Finance Total:	1,105,180.00	1,105,180.00	43,664.99	1,186,921.95	-81,741.95	-7.40%
Department: 200 - Planning & Development						
100-200-60000	0.00	0.00	15,427.20	172,619.82	-172,619.82	0.00 %
100-200-60002	0.00	0.00	43.56	333.78	-333.78	0.00 %
100-200-61000	0.00	0.00	1,219.40	15,103.87	-15,103.87	0.00 %
100-200-61001	0.00	0.00	69.48	868.50	-868.50	0.00 %
100-200-61002	0.00	0.00	216.56	2,422.14	-2,422.14	0.00 %
100-200-61003	0.00	0.00	926.02	10,356.72	-10,356.72	0.00 %
100-200-61004	0.00	0.00	0.00	432.00	-432.00	0.00 %
100-200-61006	0.00	0.00	937.53	10,380.18	-10,380.18	0.00 %
100-200-62002	70,000.00	70,000.00	1,737.50	3,031.25	66,968.75	95.67 %
100-200-62005	50,000.00	50,000.00	6,200.98	56,870.18	-6,870.18	-13.74 %
100-200-62006	5,000.00	5,000.00	0.00	2,250.00	2,750.00	55.00 %
100-200-62007	3,500.00	3,500.00	0.00	7,283.89	-3,783.89	-108.11 %
100-200-62010	250,000.00	250,000.00	23,723.13	123,690.88	126,309.12	50.52 %
100-200-64003	0.00	0.00	0.00	510.00	-510.00	0.00 %
100-200-70001	0.00	0.00	0.00	55.35	-55.35	0.00 %
Department: 200 - Planning & Development Total:	378,500.00	378,500.00	50,501.36	406,208.56	-27,708.56	-7.32%
Department: 201 - Building						
100-201-60000	0.00	0.00	26,520.62	264,362.88	-264,362.88	0.00 %
100-201-60002	0.00	0.00	435.79	5,463.77	-5,463.77	0.00 %
100-201-61000	0.00	0.00	3,548.40	33,673.27	-33,673.27	0.00 %
100-201-61001	0.00	0.00	208.44	1,975.84	-1,975.84	0.00 %
100-201-61002	0.00	0.00	386.33	3,869.14	-3,869.14	0.00 %
100-201-61003	0.00	0.00	1,651.97	16,544.41	-16,544.41	0.00 %
100-201-61004	0.00	0.00	0.00	985.82	-985.82	0.00 %
100-201-61006	0.00	0.00	1,633.56	16,186.78	-16,186.78	0.00 %
100-201-62004	750,000.00	750,000.00	85,959.65	925,680.65	-175,680.65	-23.42 %
100-201-62008	1,000.00	1,000.00	247.50	2,310.00	-1,310.00	-131.00 %
100-201-62014	40,000.00	40,000.00	0.00	57,560.35	-17,560.35	-43.90 %
100-201-64003	1,700.00	1,700.00	143.95	1,915.12	-215.12	-12.65 %
100-201-64008	0.00	0.00	0.00	110.81	-110.81	0.00 %
100-201-70001	0.00	0.00	0.00	458.29	-458.29	0.00 %
Department: 201 - Building Total:	792,700.00	792,700.00	120,736.21	1,331,097.13	-538,397.13	-67.92%
Department: 300 - Wastewater						
100-300-60000	0.00	0.00	7,046.15	92,010.55	-92,010.55	0.00 %
100-300-60002	0.00	0.00	0.00	381.23	-381.23	0.00 %
100-300-60003	0.00	0.00	0.00	2,800.00	-2,800.00	0.00 %
100-300-61000	0.00	0.00	598.66	7,868.08	-7,868.08	0.00 %
100-300-61001	0.00	0.00	34.74	455.96	-455.96	0.00 %
100-300-61002	0.00	0.00	93.56	1,280.01	-1,280.01	0.00 %
100-300-61003	0.00	0.00	400.04	5,473.13	-5,473.13	0.00 %
100-300-61004	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-300-61006	0.00	0.00	427.00	5,712.17	-5,712.17	0.00 %
100-300-64003	2,360.00	2,360.00	0.00	1,575.13	784.87	33.26 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-300-71001	Transportation Improvement Proje	1,096,332.00	1,096,332.00	35,715.15	339,827.30	756,504.70	69.00 %
	Department: 300 - Wastewater Total:	1,098,692.00	1,098,692.00	44,315.30	457,527.56	641,164.44	58.36%
	Department: 304 - Maintenance						
100-304-60000	Regular Employees	0.00	0.00	28,534.59	279,947.68	-279,947.68	0.00 %
100-304-60002	Overtime	0.00	0.00	1,476.32	9,296.62	-9,296.62	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	8,800.00	-8,800.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	4,139.76	39,070.93	-39,070.93	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	243.18	2,291.87	-2,291.87	0.00 %
100-304-61002	Medicare	0.00	0.00	437.89	4,224.62	-4,224.62	0.00 %
100-304-61003	Social Security	0.00	0.00	1,872.26	18,063.99	-18,063.99	0.00 %
100-304-61004	Unemployment	0.00	0.00	0.00	1,085.29	-1,085.29	0.00 %
100-304-61006	TMRS	0.00	0.00	1,867.13	17,924.52	-17,924.52	0.00 %
100-304-62305	Vandalism Repairs	0.00	0.00	0.00	-3,141.85	3,141.85	0.00 %
100-304-63000	Office Maintenance/Repairs	18,510.00	18,510.00	1,370.00	11,401.02	7,108.98	38.41 %
100-304-63001	Equipment Maintenance	5,500.00	5,500.00	406.23	1,049.58	4,450.42	80.92 %
100-304-63002	Fleet Maintenance	44,180.00	44,180.00	4,522.53	42,126.71	2,053.29	4.65 %
100-304-63008	Stephenson Building & Lawn Maint	6,000.00	6,000.00	0.00	127.65	5,872.35	97.87 %
100-304-63009	Street/ROW Maintenance	204,050.00	204,050.00	3,091.99	71,971.00	132,079.00	64.73 %
100-304-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	-279.36	0.00	0.00	0.00 %
100-304-63023	General Maintenance	0.00	0.00	0.00	53.65	-53.65	0.00 %
100-304-64003	Uniforms	12,320.00	12,320.00	784.98	3,061.78	9,258.22	75.15 %
100-304-64004	Office Furniture and Equipment	0.00	0.00	0.00	349.98	-349.98	0.00 %
100-304-64006	Fleet Acquisition	50,000.00	50,000.00	0.00	34,117.75	15,882.25	31.76 %
100-304-64009	Maintenance Equipment	97,500.00	97,500.00	327.55	86,258.24	11,241.76	11.53 %
100-304-64010	Maintenance Supplies	5,100.00	5,100.00	457.30	3,201.95	1,898.05	37.22 %
100-304-65001	Street Electricy	20,000.00	20,000.00	3,211.01	14,202.64	5,797.36	28.99 %
100-304-65002	City Streets Water	4,000.00	4,000.00	281.63	2,536.75	1,463.25	36.58 %
100-304-65003	Office Electricy	5,500.00	5,500.00	1,650.80	4,296.36	1,203.64	21.88 %
100-304-65004	Office Water	650.00	650.00	43.55	402.55	247.45	38.07 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	229.59	689.61	810.39	54.03 %
100-304-65006	Stephenson Water	500.00	500.00	35.18	317.99	182.01	36.40 %
100-304-65009	Triangle Electric	0.00	0.00	-191.25	0.00	0.00	0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	1,985.82	14.18	0.71 %
100-304-69006	Stephenson Bldg Improvements	210,000.00	210,000.00	0.00	13,600.00	196,400.00	93.52 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
100-304-69011	City Hall Planning	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-304-71002	Street Improvements	693,707.99	693,707.99	0.00	175,264.47	518,443.52	74.74 %
100-304-71003	City Hall Improvements	500,000.00	500,000.00	0.00	8,520.60	491,479.40	98.30 %
	Department: 304 - Maintenance Total:	2,111,017.99	2,111,017.99	55,312.86	853,099.77	1,257,918.22	59.59%
	Department: 400 - Parks & Recreation						
100-400-60000	Regular Employees	0.00	0.00	11,566.38	122,533.52	-122,533.52	0.00 %
100-400-60001	Part-time Employees	13,400.00	13,400.00	0.00	0.00	13,400.00	100.00 %
100-400-60002	Overtime	0.00	0.00	11.10	69.30	-69.30	0.00 %
100-400-60005	Camp Staff	0.00	0.00	24,663.62	56,037.05	-56,037.05	0.00 %
100-400-60006	Camp Staff OT	0.00	0.00	25.16	141.38	-141.38	0.00 %
100-400-61000	Health Insurance	0.00	0.00	612.89	4,873.22	-4,873.22	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	34.86	271.52	-271.52	0.00 %
100-400-61002	Medicare	0.00	0.00	524.99	2,584.24	-2,584.24	0.00 %
100-400-61003	Social Security	0.00	0.00	2,244.76	11,049.58	-11,049.58	0.00 %
100-400-61004	Unemployment	0.00	0.00	395.10	1,167.94	-1,167.94	0.00 %
100-400-61006	TMRS	0.00	0.00	701.59	7,372.02	-7,372.02	0.00 %
100-400-62011	Park Consultant	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-400-63004	Dues, Fees & Subscriptions	1,464.50	1,464.50	100.00	559.56	904.94	61.79 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	1,050.00	8,900.00	-8,900.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	1,000.00	5,540.00	-5,540.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	975.00	4,265.00	-4,265.00	0.00 %
100-400-63013	General Parks Maintenance	1,000.00	1,000.00	0.00	737.18	262.82	26.28 %
100-400-63014	S&R Trail Maintenance	0.00	0.00	0.00	360.74	-360.74	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-63015	Founders Park/Pool Maintenance	50,740.00	50,740.00	1,953.66	7,082.10	43,657.90	86.04 %
100-400-63016	Sports & Rec Park Maintenance	31,420.00	31,420.00	776.48	3,039.95	28,380.05	90.32 %
100-400-63017	Charro Ranch Park Maintenance	7,250.00	7,250.00	0.00	222.57	7,027.43	96.93 %
100-400-63018	Triangle/Veterans Park Maintenan	700.00	700.00	279.36	298.30	401.70	57.39 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-63037	Rathgeber Maintenance	900.00	900.00	0.00	978.69	-78.69	-8.74 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-64011	Park Supplies	8,550.00	8,550.00	0.00	3,040.20	5,509.80	64.44 %
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	0.00	1,436.32	63.68	4.25 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	1,018.16	12,243.84	-12,243.84	0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	3.30	396.70	99.18 %
100-400-64015	Park Program & Event Supplies	20,050.00	20,050.00	1,300.50	15,408.40	4,641.60	23.15 %
100-400-65007	Portable Toilets	7,250.00	7,250.00	605.00	5,920.00	1,330.00	18.34 %
100-400-65009	Triangle Electric	500.00	500.00	306.00	344.25	155.75	31.15 %
100-400-65010	Triangle Water	1,000.00	1,000.00	35.18	316.62	683.38	68.34 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	18,960.83	58,647.79	-45,647.79	-351.14 %
100-400-65012	Sports & Rec Park Electricy	2,500.00	2,500.00	1,209.83	2,434.15	65.85	2.63 %
100-400-65013	FMP Pool/Pavilion Water	0.00	0.00	0.00	250.00	-250.00	0.00 %
100-400-65014	Founders Park/Pool Electricy	0.00	0.00	0.00	2,892.98	-2,892.98	0.00 %
100-400-66001	Advertising	11,250.00	11,250.00	0.00	4,959.37	6,290.63	55.92 %
100-400-66004	City Sponsored Events	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-70003	Other Expenses	11,500.00	11,500.00	0.00	11,334.20	165.80	1.44 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	1,760.00	-1,760.00	0.00 %
100-400-71004	All Parks Improvements	6,500.00	6,500.00	0.00	7,374.68	-874.68	-13.46 %
100-400-71005	Founders Park/Pool Improvmts	187,048.36	187,048.36	0.00	137,030.61	50,017.75	26.74 %
100-400-71006	Sports & Rec Park Improvements	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-400-71007	Charro Ranch Improvements	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-71009	Triangle Improvements	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
100-400-71010	Rathgeber Improvements	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %
100-400-71012	Skate Park Improvements	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		747,422.86	747,422.86	70,350.45	503,480.57	243,942.29	32.64%
Department: 401 - DSRP							
100-401-60000	Regular Employees	485,020.13	485,020.13	36,545.73	363,842.36	121,177.77	24.98 %
100-401-60002	Overtime	0.00	0.00	47.60	4,063.38	-4,063.38	0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	8,800.00	-8,800.00	0.00 %
100-401-61000	Health Insurance	73,071.07	73,071.07	4,144.49	41,294.78	31,776.29	43.49 %
100-401-61001	Dental Insurance	0.00	0.00	243.06	2,420.83	-2,420.83	0.00 %
100-401-61002	Medicare	0.00	0.00	506.29	5,203.98	-5,203.98	0.00 %
100-401-61003	Social Security	0.00	0.00	2,164.79	22,250.85	-22,250.85	0.00 %
100-401-61004	Unemployment	0.00	0.00	63.07	1,614.92	-1,614.92	0.00 %
100-401-61005	Federal Withholding	38,873.31	38,873.31	0.00	0.00	38,873.31	100.00 %
100-401-61006	TMRS	27,399.78	27,399.78	2,112.08	22,233.47	5,166.31	18.86 %
Department: 401 - DSRP Total:		624,364.29	624,364.29	46,627.11	471,724.57	152,639.72	24.45%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	4,507.69	50,559.07	-50,559.07	0.00 %
100-402-60007	Aquatic Staff	77,043.15	77,043.15	21,812.06	52,921.85	24,121.30	31.31 %
100-402-61000	Health Insurance	0.00	0.00	591.54	6,505.52	-6,505.52	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	34.74	382.14	-382.14	0.00 %
100-402-61002	Medicare	0.00	0.00	381.64	1,500.47	-1,500.47	0.00 %
100-402-61003	Social Security	0.00	0.00	1,631.86	6,415.88	-6,415.88	0.00 %
100-402-61004	Unemployment	0.00	0.00	348.96	990.74	-990.74	0.00 %
100-402-61006	TMRS	0.00	0.00	273.16	3,037.24	-3,037.24	0.00 %
100-402-63005	Training/Continuing Education	0.00	0.00	0.00	769.81	-769.81	0.00 %
100-402-63015	Founders Park/Pool Maintenance	16,000.00	16,000.00	0.00	18,037.54	-2,037.54	-12.73 %
100-402-64003	Uniforms	0.00	0.00	0.00	475.15	-475.15	0.00 %
100-402-64011	Park Supplies	0.00	0.00	0.00	14.99	-14.99	0.00 %
100-402-64013	Pool Supplies	24,705.00	24,705.00	0.00	15,725.28	8,979.72	36.35 %
100-402-65000	Network/Phone	1,650.00	1,650.00	0.00	960.38	689.62	41.80 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	432.75	2,422.86	3,577.14	59.62 %
100-402-65014	FMP Pool/Pavilion Electric	7,250.00	7,250.00	1,791.01	2,408.67	4,841.33	66.78 %
100-402-65019	Propane/Natural Gas	20,000.00	20,000.00	0.00	5,923.32	14,076.68	70.38 %
100-402-71011	Founders Pool Improvements	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
Department: 402 - Aquatics Total:		154,148.15	154,148.15	31,805.41	169,050.91	-14,902.76	-9.67%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	5,500.00	5,500.00	0.00	7,055.70	-1,555.70	-28.29 %
100-404-63038	FD Transportation	4,500.00	4,500.00	0.00	6,564.00	-2,064.00	-45.87 %
100-404-64016	FD Event Supplies	5,000.00	5,000.00	0.00	7,924.56	-2,924.56	-58.49 %
100-404-64017	FD Event Tent, Table, & Chairs	4,000.00	4,000.00	0.00	3,959.81	40.19	1.00 %
100-404-64018	FD Barricades	19,000.00	19,000.00	0.00	6,261.00	12,739.00	67.05 %
100-404-65007	Portable Toilets	12,000.00	12,000.00	0.00	13,590.00	-1,590.00	-13.25 %
100-404-65016	FD Electricity	6,400.00	6,400.00	0.00	9.98	6,390.02	99.84 %
100-404-66008	FD Parade	650.00	650.00	0.00	47.09	602.91	92.76 %
100-404-66009	FD Publicity	9,500.00	9,500.00	0.00	7,412.71	2,087.29	21.97 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	19,073.32	3,426.68	15.23 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-404-68005	FD Security	32,500.00	32,500.00	0.00	28,280.00	4,220.00	12.98 %
100-404-68006	FD Health, Safety & Lighting	15,500.00	15,500.00	0.00	26,922.05	-11,422.05	-73.69 %
100-404-70002	FD Contingencies	3,438.01	3,438.01	0.00	0.00	3,438.01	100.00 %
Department: 404 - Founders Day Total:		146,488.01	146,488.01	0.00	127,100.22	19,387.79	13.24%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	5,676.92	62,607.71	-62,607.71	0.00 %
100-500-60003	On Call Pay	0.00	0.00	0.00	83.00	-83.00	0.00 %
100-500-61000	Health Insurance	0.00	0.00	15.94	173.44	-173.44	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	34.74	382.14	-382.14	0.00 %
100-500-61002	Medicare	0.00	0.00	82.32	907.86	-907.86	0.00 %
100-500-61003	Social Security	0.00	0.00	351.96	3,881.63	-3,881.63	0.00 %
100-500-61004	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-500-61006	TMRS	0.00	0.00	344.02	3,762.02	-3,762.02	0.00 %
100-500-64000	Office Supplies	0.00	0.00	0.00	225.22	-225.22	0.00 %
100-500-64003	Uniforms	500.00	500.00	0.00	0.00	500.00	100.00 %
100-500-68000	Emergency Management Equip	45,690.00	45,690.00	1,148.02	54,449.62	-8,759.62	-19.17 %
100-500-68001	Emergency Fire& Safety	611.00	611.00	86.82	1,490.63	-879.63	-143.97 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	1,099.41	2,499.00	-499.00	-24.95 %
100-500-68003	Emergency Equipment Maint	11,702.00	11,702.00	174.67	24,574.86	-12,872.86	-110.01 %
100-500-70003	Other Expenses	30,000.00	30,000.00	0.00	23,089.50	6,910.50	23.04 %
100-500-70015	Winter Storm Mara	0.00	0.00	0.00	108,278.69	-108,278.69	0.00 %
Department: 500 - Emergency Management Total:		90,503.00	90,503.00	9,014.82	286,549.33	-196,046.33	-216.62%
Expense Total:		12,840,962.01	12,895,321.01	708,992.97	7,738,099.57	5,157,221.44	39.99%
Fund: 100 - General Fund Surplus (Deficit):		-2,646,713.15	-2,701,072.15	-760,451.10	2,687,663.60	5,388,735.75	199.50%
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	9,500.00	9,500.00	500.00	7,880.00	-1,620.00	17.05 %
200-401-43010	Stall Rental Fees	37,200.00	37,200.00	4,510.36	39,261.51	2,061.51	105.54 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	3,520.00	15,695.00	-3,305.00	17.39 %
200-401-43012	Facility Rental Fees	113,500.00	113,500.00	7,361.25	112,096.49	-1,403.51	1.24 %
200-401-43013	Equipment Rental Fees	6,000.00	6,000.00	1,105.00	12,420.00	6,420.00	207.00 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	615.00	4,414.23	414.23	110.36 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	1,980.00	21,328.43	-3,671.57	14.69 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	0.00	29.00	-52,246.00	99.94 %
200-401-44002	Program & Event Fees	0.00	0.00	0.00	240.00	240.00	0.00 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	1,142.00	105,715.50	-31,384.50	22.89 %
200-401-44006	Riding Series	82,000.00	82,000.00	6,535.00	32,668.91	-49,331.09	60.16 %
200-401-44007	Miscellaneous Events	2,000.00	2,000.00	15,835.00	62,627.00	60,627.00	3,131.35 %
200-401-44008	Program Fees	15,100.00	15,100.00	7,357.50	15,770.00	670.00	104.44 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-46001 Other Revenues	500.00	500.00	145.00	-1,036.24	-1,536.24	307.25 %
200-401-46002 Interest	600.00	600.00	215.64	2,634.25	2,034.25	439.04 %
200-401-46006 Merchandise Sales	21,065.20	21,065.20	3,885.00	30,651.00	9,585.80	145.51 %
200-401-47004 Transfer from Ag Facility Fund	47,495.00	47,495.00	0.00	0.00	-47,495.00	100.00 %
200-401-47005 Transfer from HOT Fund	395,000.00	395,000.00	0.00	0.00	-395,000.00	100.00 %
200-401-47007 Transfer from General Fund	275,884.04	275,884.04	0.00	0.00	-275,884.04	100.00 %
Department: 401 - DSRP Total:	1,243,219.24	1,243,219.24	54,706.75	462,395.08	-780,824.16	62.81%
Revenue Total:	1,243,219.24	1,243,219.24	54,706.75	462,395.08	-780,824.16	62.81%

Expense

Department: 400 - Parks & Recreation

200-400-63035 Ranch House Maintenance	10,000.00	10,000.00	448.08	8,246.47	1,753.53	17.54 %
200-400-64024 Ranch House Supplies	1,000.00	1,000.00	319.97	583.81	416.19	41.62 %
200-400-64025 Ranch House Equipment	0.00	0.00	0.00	255.00	-255.00	0.00 %
Department: 400 - Parks & Recreation Total:	11,000.00	11,000.00	768.05	9,085.28	1,914.72	17.41%

Department: 401 - DSRP

200-401-60003 On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005 Camp Staff	108,246.48	108,246.48	204.28	378.03	107,868.45	99.65 %
200-401-61002 Medicare	0.00	0.00	2.96	5.48	-5.48	0.00 %
200-401-61003 Social Security	0.00	0.00	12.67	23.44	-23.44	0.00 %
200-401-61004 Unemployment	0.00	0.00	3.27	6.05	-6.05	0.00 %
200-401-63000 Building/Office Maintenance	0.00	0.00	2,522.32	47,966.93	-47,966.93	0.00 %
200-401-63001 Equipment Maintenance	25,000.00	25,000.00	381.18	18,618.42	6,381.58	25.53 %
200-401-63002 Fleet Maintenance	5,500.00	5,500.00	0.00	55.00	5,445.00	99.00 %
200-401-63003 Lawn Maintenance	0.00	0.00	2,540.00	13,610.00	-13,610.00	0.00 %
200-401-63004 Dues, Fees & Subscriptions	5,127.50	5,127.50	212.02	5,030.47	97.03	1.89 %
200-401-63005 Training/Continuing Education	9,500.00	9,500.00	0.00	7,741.06	1,758.94	18.52 %
200-401-63007 Mileage	0.00	0.00	0.00	31.44	-31.44	0.00 %
200-401-63023 General Maintenance	206,490.00	206,490.00	98.82	50,379.56	156,110.44	75.60 %
200-401-63024 Stall Cleaning & Repair	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
200-401-63028 Lift Station Maintenance	12,000.00	12,000.00	0.00	7,212.86	4,787.14	39.89 %
200-401-64000 Office Supplies	10,000.00	10,000.00	996.75	2,365.17	7,634.83	76.35 %
200-401-64001 IT Equipment	0.00	0.00	0.00	1,560.76	-1,560.76	0.00 %
200-401-64003 Uniforms	0.00	0.00	0.00	1,053.99	-1,053.99	0.00 %
200-401-64004 Office Furniture and Equipment	0.00	0.00	0.00	1,147.87	-1,147.87	0.00 %
200-401-64005 Equipment Rental	2,000.00	2,000.00	0.00	1,627.45	372.55	18.63 %
200-401-64007 Fleet Supplies	0.00	0.00	0.00	506.37	-506.37	0.00 %
200-401-64008 Fuel	0.00	0.00	17.22	2,881.48	-2,881.48	0.00 %
200-401-64010 Maintenance Supplies	0.00	0.00	0.00	49.97	-49.97	0.00 %
200-401-64011 Park Supplies	25,500.00	25,500.00	0.00	0.00	25,500.00	100.00 %
200-401-64015 Park Program & Event Supplies	0.00	0.00	0.00	98.00	-98.00	0.00 %
200-401-64020 Building Supplies	0.00	0.00	0.00	687.15	-687.15	0.00 %
200-401-64021 Merchandise	10,500.00	10,500.00	0.00	20,394.13	-9,894.13	-94.23 %
200-401-64023 Equipment	267,250.00	267,250.00	173,351.88	200,076.89	67,173.11	25.13 %
200-401-64026 Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
200-401-64027 Coyote Camp	16,000.00	16,000.00	7,955.63	16,733.72	-733.72	-4.59 %
200-401-64028 Riding Series	32,000.00	32,000.00	3,409.70	35,663.70	-3,663.70	-11.45 %
200-401-64029 Miscellaneous Events	700.00	700.00	0.00	15,312.50	-14,612.50	-2,087.50 %
200-401-64030 Programming	8,000.00	8,000.00	5,706.53	13,192.36	-5,192.36	-64.90 %
200-401-65000 Network/Phone	11,316.40	11,316.40	0.00	25,667.17	-14,350.77	-126.81 %
200-401-65004 Office Water	7,000.00	7,000.00	0.00	556.67	6,443.33	92.05 %
200-401-65005 Water	0.00	0.00	1,255.19	7,297.26	-7,297.26	0.00 %
200-401-65007 Portable Toilets	2,500.00	2,500.00	0.00	715.00	1,785.00	71.40 %
200-401-65008 Alarm	6,660.00	6,660.00	0.00	941.10	5,718.90	85.87 %
200-401-65017 Electricity	60,000.00	60,000.00	0.00	45,626.55	14,373.45	23.96 %
200-401-65018 Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019 Propane/Natural Gas	2,500.00	2,500.00	0.00	2,261.43	238.57	9.54 %
200-401-65020 On Call Phone	501.60	501.60	0.00	0.00	501.60	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-66001	Advertising	17,750.00	17,750.00	0.00	4,846.44	12,903.56	72.70 %
200-401-66002	Postage & Shipping	0.00	0.00	0.00	11.98	-11.98	0.00 %
200-401-66004	City Sponsored Events	0.00	0.00	1,506.32	2,317.57	-2,317.57	0.00 %
200-401-70001	Mileage	500.00	500.00	0.00	26.13	473.87	94.77 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	-257.63	20,257.63	101.29 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	3,225.00	3,225.00	9,975.00	75.57 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	314.38	7,585.62	96.02 %
200-401-70013	DSRP Sales Tax	0.00	0.00	743.68	2,673.35	-2,673.35	0.00 %
200-401-71008	DSRP Improvements	345,000.00	345,000.00	0.00	10,705.99	334,294.01	96.90 %
200-401-90013	Transfer to Vehicle Replacement Fu	29,595.00	29,595.00	0.00	0.00	29,595.00	100.00 %
	Department: 401 - DSRP Total:	1,335,486.98	1,335,486.98	204,145.42	571,338.64	764,148.34	57.22%
	Expense Total:	1,346,486.98	1,346,486.98	204,913.47	580,423.92	766,063.06	56.89%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-103,267.74	-103,267.74	-150,206.72	-118,028.84	-14,761.10	-14.29%
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-46001	Other Revenues	0.00	0.00	0.00	35,931.72	35,931.72	0.00 %
	Department: 000 - Undesignated Total:	0.00	0.00	0.00	35,931.72	35,931.72	0.00%
Department: 300 - Wastewater							
400-300-41002	ROW Fees	0.00	0.00	0.00	33.53	33.53	0.00 %
400-300-41004	Texas Gas Franchise Fees	0.00	0.00	0.00	4,893.82	4,893.82	0.00 %
400-300-43018	Wastewater Service Fees	1,285,365.12	1,285,365.12	125,026.00	1,165,281.63	-120,083.49	9.34 %
400-300-43020	Late Fees	9,600.00	9,600.00	1,288.06	14,415.32	4,815.32	150.16 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	0.00	15,000.00	10,000.00	300.00 %
400-300-43023	Transfer Fees	9,000.00	9,000.00	0.00	0.00	-9,000.00	100.00 %
400-300-43024	Over Use Fees	150,000.00	150,000.00	14,927.32	139,123.59	-10,876.41	7.25 %
400-300-46001	Other Revenues	95,000.00	95,000.00	0.00	0.00	-95,000.00	100.00 %
400-300-46002	Interest	0.00	0.00	0.00	5,675.11	5,675.11	0.00 %
400-300-47008	Transfer from TWDB	4,420,000.00	4,420,000.00	0.00	0.00	-4,420,000.00	100.00 %
400-300-47009	Sales Tax	760,000.00	760,000.00	0.00	665,261.04	-94,738.96	12.47 %
	Department: 300 - Wastewater Total:	6,733,965.12	6,733,965.12	141,241.38	2,009,684.04	-4,724,281.08	70.16%
Department: 301 - Water							
400-301-43038	Meter Set Fees	0.00	0.00	-300.00	2,075.00	2,075.00	0.00 %
400-301-43040	Water Base Rate	7,800.00	7,800.00	3,125.00	27,748.68	19,948.68	355.75 %
400-301-43041	Water Usage	150,000.00	150,000.00	8,323.71	80,146.76	-69,853.24	46.57 %
400-301-43043	Equipment Fee	0.00	0.00	0.00	1,136.00	1,136.00	0.00 %
400-301-43044	Inspection Fees	0.00	0.00	0.00	100.00	100.00	0.00 %
400-301-46001	Other Revenues	0.00	0.00	1,098.37	7,316.36	7,316.36	0.00 %
	Department: 301 - Water Total:	157,800.00	157,800.00	12,247.08	118,522.80	-39,277.20	24.89%
Department: 310 - Utility Operations							
400-310-41001	PEC Franchise Fee	130,000.00	130,000.00	209.77	129,474.40	-525.60	0.40 %
400-310-41002	ROW Fees	6,000.00	6,000.00	22.09	3,564.66	-2,435.34	40.59 %
400-310-41003	Cable Franchise Fees	130,000.00	130,000.00	0.00	120,819.57	-9,180.43	7.06 %
400-310-41004	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
400-310-46002	Interest	0.00	0.00	6,995.21	62,229.83	62,229.83	0.00 %
400-310-47007	Transfer from General Fund	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
	Department: 310 - Utility Operations Total:	319,000.00	319,000.00	7,227.07	316,088.46	-2,911.54	0.91%
	Revenue Total:	7,210,765.12	7,210,765.12	160,715.53	2,480,227.02	-4,730,538.10	65.60%
Expense							
Department: 300 - Wastewater							
400-300-60000	Regular Employees	0.00	0.00	3,522.64	79,955.45	-79,955.45	0.00 %
400-300-60002	Overtime	0.00	0.00	7.59	6,644.31	-6,644.31	0.00 %
400-300-60003	On Call Pay	0.00	0.00	0.00	2,600.00	-2,600.00	0.00 %
400-300-61000	Health Insurance	0.00	0.00	588.76	12,409.04	-12,409.04	0.00 %
400-300-61001	Dental Insurance	0.00	0.00	34.74	730.51	-730.51	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-61002	0.00	0.00	51.05	1,290.73	-1,290.73	0.00 %
400-300-61003	0.00	0.00	218.28	5,519.06	-5,519.06	0.00 %
400-300-61004	0.00	0.00	0.00	238.65	-238.65	0.00 %
400-300-61006	0.00	0.00	213.94	5,321.04	-5,321.04	0.00 %
400-300-62002	625,000.00	625,000.00	0.00	19,273.88	605,726.12	96.92 %
400-300-62019	7,500.00	7,500.00	0.00	28,977.29	-21,477.29	-286.36 %
400-300-62020	34,250.00	34,250.00	2,355.25	16,958.78	17,291.22	50.49 %
400-300-63001	0.00	0.00	0.00	37.48	-37.48	0.00 %
400-300-63002	0.00	0.00	0.00	129.32	-129.32	0.00 %
400-300-63003	0.00	0.00	0.00	789.00	-789.00	0.00 %
400-300-63004	0.00	0.00	967.84	3,314.99	-3,314.99	0.00 %
400-300-63005	0.00	0.00	0.00	2,073.15	-2,073.15	0.00 %
400-300-63025	119,407.00	119,407.00	11,319.05	90,576.34	28,830.66	24.14 %
400-300-63026	99,500.00	99,500.00	2,712.00	91,787.31	7,712.69	7.75 %
400-300-63027	106,860.00	106,860.00	1,031.49	72,081.25	34,778.75	32.55 %
400-300-63028	74,270.00	74,270.00	13,026.05	83,531.42	-9,261.42	-12.47 %
400-300-63029	64,116.00	64,116.00	195.30	4,395.68	59,720.32	93.14 %
400-300-63030	44,900.00	44,900.00	2,223.04	22,414.07	22,485.93	50.08 %
400-300-63031	178,100.00	178,100.00	2,446.19	90,603.04	87,496.96	49.13 %
400-300-63033	9,000.00	9,000.00	0.00	8,679.00	321.00	3.57 %
400-300-63034	4,250.00	4,250.00	0.00	109.45	4,140.55	97.42 %
400-300-64001	0.00	0.00	0.00	549.00	-549.00	0.00 %
400-300-64003	0.00	0.00	0.00	1,334.90	-1,334.90	0.00 %
400-300-64010	27,400.00	27,400.00	1,836.24	10,293.08	17,106.92	62.43 %
400-300-64022	16,440.00	16,440.00	731.99	9,244.03	7,195.97	43.77 %
400-300-64023	0.00	0.00	0.00	983.18	-983.18	0.00 %
400-300-65000	12,330.00	12,330.00	1,288.02	8,636.93	3,693.07	29.95 %
400-300-65017	109,600.00	109,600.00	7,505.25	62,477.68	47,122.32	42.99 %
400-300-70001	0.00	0.00	0.00	166.88	-166.88	0.00 %
400-300-70003	52,000.00	52,000.00	6,828.13	143,488.85	-91,488.85	-175.94 %
400-300-71000	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	100.00 %
400-300-72001	5,050,000.00	5,050,000.00	0.00	0.00	5,050,000.00	100.00 %
400-300-72002	895,000.00	895,000.00	0.00	245,238.56	649,761.44	72.60 %
400-300-72003	0.00	0.00	0.00	34,869.44	-34,869.44	0.00 %
400-300-72004	175,000.00	175,000.00	0.00	3,653.03	171,346.97	97.91 %
400-300-72005	0.00	0.00	10,000.00	62,287.57	-62,287.57	0.00 %
400-300-90006	4,066.66	4,066.66	0.00	0.00	4,066.66	100.00 %
400-300-90013	29,911.00	29,911.00	0.00	0.00	29,911.00	100.00 %
Department: 300 - Wastewater Total:	9,738,900.66	9,738,900.66	69,102.84	1,233,663.37	8,505,237.29	87.33%
Department: 301 - Water						
400-301-62020	25,000.00	25,000.00	0.00	2,087.00	22,913.00	91.65 %
400-301-63026	25,000.00	25,000.00	0.00	2,500.00	22,500.00	90.00 %
400-301-63027	20,000.00	20,000.00	0.00	590.49	19,409.51	97.05 %
400-301-63032	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-301-64010	50,000.00	50,000.00	0.00	53,215.07	-3,215.07	-6.43 %
Department: 301 - Water Total:	140,000.00	140,000.00	0.00	58,392.56	81,607.44	58.29%
Department: 310 - Utility Operations						
400-310-60000	398,740.00	398,740.00	18,677.41	116,960.28	281,779.72	70.67 %
400-310-60002	0.00	0.00	959.12	5,955.94	-5,955.94	0.00 %
400-310-60003	10,400.00	10,400.00	1,242.64	5,602.85	4,797.15	46.13 %
400-310-61000	56,988.71	56,988.71	2,367.00	15,106.78	41,881.93	73.49 %
400-310-61001	0.00	0.00	173.70	990.09	-990.09	0.00 %
400-310-61002	0.00	0.00	294.48	1,816.23	-1,816.23	0.00 %
400-310-61004	0.00	0.00	0.00	641.89	-641.89	0.00 %
400-310-61005	33,063.21	33,063.21	0.00	0.00	33,063.21	100.00 %
400-310-61006	24,650.69	24,650.69	1,265.28	7,782.65	16,868.04	68.43 %
400-310-62001	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	250,000.00	250,000.00	0.00	25,123.67	224,876.33	89.95 %

Budget Report

For Fiscal: FY 2022-2023 Period Ending: Item 6. 3

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-310-62020 Lab Testing	0.00	0.00	0.00	3,267.75	-3,267.75	0.00 %
400-310-63001 Equipment Maintenance	10,000.00	10,000.00	110.92	738.70	9,261.30	92.61 %
400-310-63002 Fleet Maintenance	10,000.00	10,000.00	0.00	123.17	9,876.83	98.77 %
400-310-63005 Training/Continuing Education	9,254.00	9,254.00	259.00	4,091.95	5,162.05	55.78 %
400-310-63034 Utility Operations	69,000.00	69,000.00	0.00	5,208.96	63,791.04	92.45 %
400-310-64001 IT Equipment & Support	5,640.00	5,640.00	0.00	0.00	5,640.00	100.00 %
400-310-64002 Software	37,267.00	37,267.00	325.00	13,839.16	23,427.84	62.86 %
400-310-64003 Uniforms	5,000.00	5,000.00	0.00	1,954.10	3,045.90	60.92 %
400-310-64006 Fleet Acquisition	45,000.00	45,000.00	0.00	33,411.51	11,588.49	25.75 %
400-310-64008 Fuel	15,000.00	15,000.00	0.00	275.33	14,724.67	98.16 %
400-310-64023 Equipment	50,000.00	50,000.00	0.00	39,827.39	10,172.61	20.35 %
400-310-70003 Other Expenses	0.00	0.00	0.00	-15.96	15.96	0.00 %
Department: 310 - Utility Operations Total:	1,040,003.61	1,040,003.61	25,674.55	282,702.44	757,301.17	72.82%
Expense Total:	10,918,904.27	10,918,904.27	94,777.39	1,574,758.37	9,344,145.90	85.58%
Fund: 400 - Utilities Surplus (Deficit):	-3,708,139.15	-3,708,139.15	65,938.14	905,468.65	4,613,607.80	124.42%
Report Surplus (Deficit):	-6,458,120.04	-6,512,479.04	-844,719.68	3,475,103.41	9,987,582.45	153.36%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	6,596,928.37	6,596,928.37	-191,939.76	7,405,203.83	808,275.46	12.25%
103 - Courts	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
105 - Communications	0.00	0.00	1,256.29	1,621.29	1,621.29	0.00%
200 - Planning & Development	1,430,750.00	1,430,750.00	44,793.47	1,221,716.10	-209,033.90	14.61%
201 - Building	1,550,000.00	1,550,000.00	73,096.87	1,566,052.78	16,052.78	1.04%
400 - Parks & Recreation	456,320.49	456,320.49	1,201.00	27,082.95	-429,237.54	94.06%
402 - Aquatics	46,350.00	46,350.00	9,434.00	56,908.00	10,558.00	22.78%
404 - Founders Day	112,900.00	112,900.00	10,700.00	147,178.22	34,278.22	30.36%
Revenue Total:	10,194,248.86	10,194,248.86	-51,458.13	10,425,763.17	231,514.31	2.27%
Expense						
000 - Undesignated	5,045,620.87	5,045,620.87	102,716.92	525,078.38	4,520,542.49	89.59%
100 - City Council/Boards & Commissions	18,500.00	18,500.00	0.00	5,000.00	13,500.00	72.97%
101 - City Administrators Office	0.00	0.00	43,426.85	468,788.00	-468,788.00	0.00%
102 - City Secretary	23,220.00	23,220.00	13,128.93	135,665.14	-112,445.14	-484.26%
103 - Courts	15,500.00	15,500.00	685.54	10,381.43	5,118.57	33.02%
104 - City Attorney	115,800.00	115,800.00	16,483.98	223,685.96	-107,885.96	-93.17%
105 - Communications	11,825.00	11,825.00	15,001.47	149,813.64	-137,988.64	-1,166.92%
106 - IT	361,479.84	415,838.84	45,220.77	426,926.45	-11,087.61	-2.67%
107 - Finance	1,105,180.00	1,105,180.00	43,664.99	1,186,921.95	-81,741.95	-7.40%
200 - Planning & Development	378,500.00	378,500.00	50,501.36	406,208.56	-27,708.56	-7.32%
201 - Building	792,700.00	792,700.00	120,736.21	1,331,097.13	-538,397.13	-67.92%
300 - Wastewater	1,098,692.00	1,098,692.00	44,315.30	457,527.56	641,164.44	58.36%
304 - Maintenance	2,111,017.99	2,111,017.99	55,312.86	853,099.77	1,257,918.22	59.59%
400 - Parks & Recreation	747,422.86	747,422.86	70,350.45	503,480.57	243,942.29	32.64%
401 - DSRP	624,364.29	624,364.29	46,627.11	471,724.57	152,639.72	24.45%
402 - Aquatics	154,148.15	154,148.15	31,805.41	169,050.91	-14,902.76	-9.67%
404 - Founders Day	146,488.01	146,488.01	0.00	127,100.22	19,387.79	13.24%
500 - Emergency Management	90,503.00	90,503.00	9,014.82	286,549.33	-196,046.33	-216.62%
Expense Total:	12,840,962.01	12,895,321.01	708,992.97	7,738,099.57	5,157,221.44	39.99%
Fund: 100 - General Fund Surplus (Deficit):	-2,646,713.15	-2,701,072.15	-760,451.10	2,687,663.60	5,388,735.75	199.50%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,243,219.24	1,243,219.24	54,706.75	462,395.08	-780,824.16	62.81%
Revenue Total:	1,243,219.24	1,243,219.24	54,706.75	462,395.08	-780,824.16	62.81%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	768.05	9,085.28	1,914.72	17.41%
401 - DSRP	1,335,486.98	1,335,486.98	204,145.42	571,338.64	764,148.34	57.22%
Expense Total:	1,346,486.98	1,346,486.98	204,913.47	580,423.92	766,063.06	56.89%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-103,267.74	-103,267.74	-150,206.72	-118,028.84	-14,761.10	-14.29%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	0.00	0.00	0.00	35,931.72	35,931.72	0.00%
300 - Wastewater	6,733,965.12	6,733,965.12	141,241.38	2,009,684.04	-4,724,281.08	70.16%
301 - Water	157,800.00	157,800.00	12,247.08	118,522.80	-39,277.20	24.89%
310 - Utility Operations	319,000.00	319,000.00	7,227.07	316,088.46	-2,911.54	0.91%
Revenue Total:	7,210,765.12	7,210,765.12	160,715.53	2,480,227.02	-4,730,538.10	65.60%
Expense						
300 - Wastewater	9,738,900.66	9,738,900.66	69,102.84	1,233,663.37	8,505,237.29	87.33%
301 - Water	140,000.00	140,000.00	0.00	58,392.56	81,607.44	58.29%
310 - Utility Operations	1,040,003.61	1,040,003.61	25,674.55	282,702.44	757,301.17	72.82%

Budget Report

For Fiscal: FY 2022-2023 Period Ending: Item 6. 3

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	10,918,904.27	10,918,904.27	94,777.39	1,574,758.37	9,344,145.90	85.58%
Fund: 400 - Utilities Surplus (Deficit):	-3,708,139.15	-3,708,139.15	65,938.14	905,468.65	4,613,607.80	124.42%
Report Surplus (Deficit):	-6,458,120.04	-6,512,479.04	-844,719.68	3,475,103.41	9,987,582.45	153.36%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-2,646,713.15	-2,701,072.15	-760,451.10	2,687,663.60	5,388,735.75
200 - Dripping Springs Ranch Park	-103,267.74	-103,267.74	-150,206.72	-118,028.84	-14,761.10
400 - Utilities	-3,708,139.15	-3,708,139.15	65,938.14	905,468.65	4,613,607.80
Report Surplus (Deficit):	-6,458,120.04	-6,512,479.04	-844,719.68	3,475,103.41	9,987,582.45



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: August 15, 2023

Agenda Item Wording: **Discuss and consider an approval regarding a Co-Sponsorship Agreement Between the City of Dripping Springs and the Dripping Springs Methodist Church regarding the Wild Game Dinner.**

Agenda Item Requestor: Sponsor: Council Member Sherrie Parks

Summary/Background: This year will be the 34th Annual Dripping Springs Wild Game Dinner. The Wild Game Dinner rents the entire Main Side of the facility. Dripping Springs Methodist Church Wild Game Dinner is requesting a Co-Sponsorship with the City of Dripping Springs to hang a banner at the triangle.

They initially requested the 10% discount. They have opted to utilize the DSRP non-profit discount of 25% instead. They are only requesting a banner this year.

Commission Recommendations: DSRP Board voted unanimously to recommend the Co-Sponsorship

Recommended Council Actions: Staff recommends approval of the Co-Sponsorship

Attachments: Co-Sponsorship Agreement
Co-Sponsorship Application
DSRP Rental Agreement

Next Steps/Schedule: Execute Co-Sponsorship Agreement



City of Dripping Springs Co-Sponsorship Agreement

Co-Sponsor First Name: Mike Last Name: Milliken

Organization: Dripping Springs Methodist Church Wild Game Dinner

Address: 28900 Ranch Road 12

City: Dripping Springs State: TX Zip: 78620

Phone Number: (979) 571-2066 Email: mmilliken2007@gmail.com

Event Description/Purpose:

The Wild Game Dinner is a fundraiser for the Dripping Springs community. All funds come back to the Dripping Springs area to fund Helping Hands, Senior Center, Wounded Warriors, Mission work etc.

Event Date: 02/02/24-02/03/24 Event Location: 2/2/24- Vendor Hall, 2/3/24 Full Facility

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 and 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.
7. **Site Maintenance.** Co-Sponsor agrees not to perform waste or damage City property and right-of-way. In addition, Co-Sponsor shall exercise reasonable care and due diligence to avoid harming City property and rights-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:

Bill Foulds Jr., Mayor

Mike Milliken, Dripping Springs Methodist Church

Date

Date





April 20, 2023
169 Kinloch Court
Austin, TX 78737

Dripping Springs Ranch Park
1042 Event Center Drive
Dripping Springs, TX 78620

Dear DS Ranch Park Board of Directors,

On behalf of the 34th Annual Dripping Springs Wild Game Dinner committee please review the attached application for Co-Sponsorship for our 2024 event on Saturday February 3, 2024 at Ranch Park.

This fundraiser will continue to be a celebratory evening and positive community experience of food, fun and fellowship. In 2023 the event raised over \$100,000 net; the great majority of which was immediately disbursed back into the community supporting many local charities and worthy recipients.

This co-sponsorship funding request is for \$418.75 which is 10% of the cost of the Dripping Springs Ranch Park fee. A copy of the proposed (draft) 4' x 8' outdoor banner is attached (subject to correct Dripping Springs logo usage / placement of course). We will also have 2,500 business cards, 100 11" x 17" posters, 3 additional outdoor banners, and a full compliment of newsprint, magazine, radio and social media marketing and advertising elements.

Thank you for your consideration / support of the 34th annual Dripping Springs Wild Game Dinner and I look forward to hearing from you.

Bill De Winne, Event Vice-Chairman & Marketing Manager 770-329-8361
drippingspringstexas@yahoo.com

Co- Sponsorship Application

SPONSORING ORGANIZATION NAME: DS United Methodist Church Wild Game Dinner

APPLICANT

Name: Bill De Winne

Position: Vice-Chairman

Contact Number: (770) 329-8361

Email: drippingspringstexas@yahoo.com

Address: 169 Kinloch Court, Austin, TX 78737

EVENT

NAME: 34th Annual Dripping Springs Wild Game Dinner

START DATE/TIME: February 3, 2024 / 5:00PM

END DATE/TIME: February 3, 2024 / 9:00PM

ADDRESS: 1042 Event Center Drive, Dripping Springs, TX 78620

ESTIMATED ATTENDANCE: 800

EVENT DESCRIPTION

34th Annual Wild Game Dinner charity fundraiser. Full BBQ meal, dessert, soft drinks. Live and silent auctions. Fun, Food and Fellowship!
DS United Methodist Church Tax EIN: 92-3248153

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes No

WILL ADMISSION BE CHARGED?

Yes No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

City Logo will be displayed on all marketing materials (see below);

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

2,500 business cards, 100 11x17 signs for local businesses to display, 4 4'x8' outdoor banners, in-church displays, Community Impact ad, Dripping Springs City LifeStyle ad, Century News/Wimberley View ads, KDRP radio ads, Belterra/HighPointe ad, all Social Media posts.

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

This charity fundraiser has been held since 1991 and is one of the largest, most well-known event in February each year. Over 100 volunteers are involved in putting on this event with over \$100,000 (net) raised with the 2023 event which is immediately reinvested in our community supporting many worthy causes/needs.

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event

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

DS United Methodist Church Tax EIN: 92-3248153

*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE:

COMMENTS:

CITY ADMINISTRATOR:

DATE: APPROVE DENY NOT REQUIRED

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY NOT REQUIRED

CITY COUNCIL:

DATE: APPROVE DENY NOT REQUIRED

Sign Request Form

THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

Banner Width & Height: 4 feet tall by 8 feet wide

Banner Material and Grommets: vinyl with hemmed grommets every 2 feet

WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

NAME OF ENTITY: DS United Methodist Church Wild Game Dinner

NAME OF REPRESENTATIVE: Bill De Winne

MAILING ADDRESS: 169 Kinloch Court, Austin, TX 78737

TELEPHONE NUMBER (770) 329-8361

EMAIL ADDRESS: drippingspringstexas@yahoo.com

DESCRIPTION OF EVENT OR SERVICE:
34th Annual Wild Game Dinner charity fundraiser. Full BBQ meal, dessert, soft drinks. Live and silent auctions. Fun, Food and Fellowship!
DS United Methodist Church Tax EIN: 92-3248153

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

Event name, date, time, place.

[Redacted]

SIGN DIMENSIONS AND HEIGHT: 4' x 8'

[Redacted]

SIGN MATERIALS:

Vinyl banner with required grommets and wind breaks

[Redacted]

REQUESTED DATE FOR SIGN TO BE DISPLAYED:

(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

290/RR12 Triangle

[Redacted]



*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE:

[Redacted]

CITY ADMINISTRATOR:

DATE:

[Redacted]

APPROVE



DENY





34th Annual

Dripping Springs Wild Game Dinner

Presented by VOLVO Cars of Austin



**DRIPPING SPRINGS
Texas**

Open spaces, friendly faces.

**Smoked:
Brisket, Venison,
Pork, Sausage,
Tasty Sides &
Desserts. Raffles
& Auctions Too!**

**Sat. Feb. 3rd 5-9 PM
DS RANCH PARK
& EVENT CENTER
DSWGD.COM**



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

APPLICANT INFORMATION

Lessee/Company Name: Dripping Springs Methodist Church
 Designated Event Spokesperson: Mike Milliken
 Address: 28900 Ranch Road 12 City/State/Zip Dripping Springs, TX 78620
 Phone #: (979) 571-2066 Alternate Phone #: () -
 Email: mmilliken2007@gmail.com

EVENT INFORMATION

Name of Event: 2024 Dripping Springs Wild Game Dinner Website www.dswgd.com
 Event Start Date: 02/02/24 (Vendor Hall) (Actual Rental, including set up)
 Event End Date: 02/03/24 (Full Facility) (Actual Rental, including break down)
 Event Start Time: 5:00 am *Event End Time: 10:00 pm

***All music & alcohol consumption must end by 10PM. No exceptions.**

Description of Event: Fundraising for the Dripping Springs community. All Proceeds come back to the dripping springs area to fund etc. Helping Hands, Home Town Mission, Senior Center, Wounded Warriors, Mission work, etc.

Expected Attendance for Event: 500 +

Times and Types of Use: *(Please be specific and list all times the space is needed, including deliveries & set-up. Failure to list all set up times & dates and event times could result in the building not being accessible or staff unavailable at your desired times.* Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Additional Per hour rates are available to Full and Half day rentals.

Set Up dates and times? We will be renting the full facility this year. We are needing the Warm-up arena hard packed. We will supply the roller for the packing of the arena. We are also going to need a stage with microphones. We will still have the Thursday to bring in all the equipment. Lights will need to be left on outside of vendor hall in parking lot.

Special Requests? Packing of the warm-up arena.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

APPLICANT INFORMATION

Lessee/Company Name: Dripping Springs United Methodist Church
 Designated Event Spokesperson: Mike Milliken
 Address: 28900 Ranch Road 12 City/State/Zip Dripping Springs, TX 78620
 Phone #: (979) 571-2066 Alternate Phone #: () -
 Email: mmliken2007@gmail.com

EVENT INFORMATION

Name of Event: 2024 Dripping Springs Wild Game Dinner Website www.dswgd.com
 Event Start Date: 02/02/24 (Vendor Hall set up) (Actual Rental, including set up)
 Event End Date: 02/03/24 (Full Facility) (Actual Rental, including break down)
 Event Start Time: 5:00 am *Event End Time: 10:00 pm
 *All music & alcohol consumption must end by 10PM. No exceptions.

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Expected Attendance for Event: 500+ people

Times and Types of Use: (Please be specific and list all times the space is needed, including deliveries & set-up. Failure to list all set up times & dates and event times could result in the building not being accesible or staff unavailable at your desired times. Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Additional Per hour rates are available to Full and Half day rentals.

Set Up dates and times? We will be renting the full facility this year. We are needing the Warm-up arena hard packed. We will supply the roller for the packing of the arena. We are also going to need a stage with microphones. We will still have the Thursday to bring in all the equipment. Lights will need to be left on outside of vendor hall in parking lot.

Special Requests? Packing of the warm up arena.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

SOUND & AUDIO/VISUAL EQUIPMENT

Will there be loudspeakers, live music or any activity which involves amplification equipment or devices of any kind? YES NO If yes, please describe: 2 microphones

Will you use DSRP Sound System/Microphones? YES NO

Will you use the projector/screen in the Special Event Room? YES NO

Will you need a sound/AV Tech (additional fee TBD) prior to or during your event? YES NO

If you answered 'YES' to any of the above, please state your specific needs for sound/AV: _____

SPECIAL ELECTRICAL NEEDS

(Special electrical needs will result in additional fees)

Do you have special electrical needs/set up? YES NO

If YES, special electrical needs *must be submitted to DSRP no later than 30 days in advance of the event.* Failure to make this submittal could hinder your electrical needs being met by the facility. Please describe special electrical needs in detail: Electrical will need to be ran to the warm up arena for

possible projector needs.

ALCOHOLIC BEVERAGES

**Please see Facilities Rental Policy regarding alcoholic beverage service, consumption & security requirements*

Will alcohol be served at your event? YES NO

Will alcohol be sold at your event? YES NO

If alcohol is to be sold at your event, you must provide a copy of your **Texas Alcoholic Beverage Commission Permit** and a copy of the **Certificate of Liability Insurance** with at least \$1,000,000.00 (One-Million Dollars and Zero Cents) coverage for personal and property injuries.

TABC License Number: _____

Date Submitted: _____ Received by: _____

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): YES NO

Approved for Alcohol Sales: YES NO

City Staff Signature of Approval: X _____

GENERAL LIABILITY INSURANCE

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): YES NO

CONCESSION SALES

Would you like to request concession sales at your event? YES NO

SPECIAL SET-UP or DIRT NEEDS

(Special set-up & dirt needs will result in additional fees)

Do you have special set-up needs or special dirt needs? YES NO

If YES, special set-up needs or special dirt needs must be submitted to DSRP no later than 30 days in advance of the event. Failure to make this submittal could hinder your set-up and/or dirt needs being met by the facility.

Please describe special set-up and/or dirt needs in detail: _____

Hard pack on the warm up arena for tables, chairs and stage to be set up.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

DRIPPING SPRINGS RANCH PARK FACILITIES RENTAL POLICY

(approved 12/10/19)

POLICIES AND PARK RULES FOR USE OF THE EVENT CENTER AND OUTDOOR ARENA COMPLEX ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND PARK RULES. FAILURE TO ADHERE TO POLICIES AND PARK RULES COULD RESULT IN EVENT CANCELLATION, FINES AND ALL PAYMENTS AND DEPOSITS BEING FORFEITED.

The following information includes: (1) definitions of rental categories; and (2) general policies and rules for use of the Dripping Springs Ranch Park Event Center and Outdoor Arena ("DSRP Event Center and Outdoor Arena"). In this document, the City of Dripping Springs is referred to as the "City". The Dripping Springs Ranch Park Event Center Manager ("DSRP Manager") will be the contact for all events at the Dripping Springs Ranch Park Event Center and Outdoor Arena. Please contact the DSRP Manager for details.

DSRP EVENT CENTER DEFINITIONS

Event Center Facility Rental

Fee includes use of the large indoor arena, small arena, lights, announcer's booth, public address system, chutes, panels, warm up arena and common/ vendor areas; 12,000 sq. ft meeting space & 6,000 sq. Ft. meeting space, Concession Kitchen. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Large Indoor Arena Rental

Fee includes use of large indoor arena, lights, announcer's booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Small Indoor Arena Rental

Fee includes use of small indoor arena, lights, announcer's booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Large Special Event Room Rental

Fee includes the 12,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Small Special Event Room Rental

Fee includes the 6,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Vendor Hall/Front Porch Rental

Fee includes the 19,000 sq. ft. covered area in the Event Center is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Stalls

Stalls are available for rent at the Event Center. Any horse that remains at the facility overnight must be in a fee for use stall or tied up at the trailer or in a portable pen adjacent to your primitive camp site (Grounds fee will apply if tied adjacent to primitive camp site, in a portable pen or tied to trailer). Tying horses to the stalls is prohibited. Tying horses to your trailer at your RV campsite or erecting a portable pen at your RV campsite is prohibited. Tying or placing horses in any livestock pens, rough stock pens or cattle pens is prohibited. Rental period is 24 hours, noon to noon daily. Users may pay the fee at the Dripping Springs Ranch Park or may pay directly the Lessee/event holder who is responsible for remitting payment to the City. Using the stalls without renting this amenity will result in forfeiture of event deposit. DSRP requires that each stall have a minimum of 2 bags of shavings per stall. Shavings are not included in the stall rental price but are available for purchase at

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Dripping Springs Ranch Park. *No outside shavings are allowed.* Event Managers/Show managers have the option to do their own stall check-ins and remit payment to DSRP for stalls and shavings at DSRP rates.

RV Sites

Rental period is 2PM-10AM daily. Electricity and water are included in fee. Campers may pay the Ranch Park staff or the Lessee/event holder responsible for remitting payment to the City. Maximum stay is 7 days. Event Managers/Show managers have the option to do their own RV check-ins and remit payment to DSRP for RVs at DSRP rates.

Concession Stand Rental

The Concession stand is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Concession Kitchen Rental

The Concession Kitchen is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Tables and Chairs

The DSRP Event Center has a limited number of 8-foot-long rectangular tables and folding chairs available for rent during events.

Arena Prep

DSRP will provide personnel on site to prepare the arena dirt before the rental time period as needed. Cost is included in rental fee. Lessees who wish to work the dirt themselves during the event will be required to: 1) bring their own equipment; 2) attend a scheduled orientation with event center staff; 3) provide proof of \$1,000,000.00 of liability insurance coverage to cover personal and property injury/damages to, including but not limited to, any portion of the arena, including the base layer of the arena floor. All equipment brought in by outside parties must be approved by the event center staff prior to use in the arena. Said equipment should be well maintained and in good working order. The DSRP equipment is available for use during events for a fee. Before use each operator must be cleared by staff on equipment use and sign the DSRP Equipment Use Waiver.

OUTDOOR ARENA COMPLEX DEFINITIONS

Dripping Springs Ranch Park also has an outdoor arena available for rental. Amenities include the riding arena, a round pen, and arena lights.

Lessee

Person or entity leasing the Event Center and/or the Outdoor Arena (aka: event holder, show manager, etc.).

Outdoor Riding Arena & Round Pen Rental

The arena is 250 x 150 sq ft. This arena can be used in conjunction with events at the Event Center or as a standalone rental. The arena has lighting for evening use, announcer's booth, and public address system. An outdoor round pen is included in the rental of the riding arena for warm-up and training horses. The fee does not include any facilities not listed here. Additional Custodial Fees required.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

POLICIES FOR USE: Dripping Springs Ranch Park Event Center & Outdoor Arena

1. **No GLASS** containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes all outdoor spaces. Failure for lessee and guests to comply with this policy will result in a \$500 fine and immediate cancellation of your event.
2. When renting the special event rooms or any other areas of the facility it is the event holder's responsibility to supervise all children. Persons under the age of 18 years authorized to be in a park facility must always be accompanied by an adult. The ratio of minors to adults shall be no less than one adult for every eight minors. Failure to follow these guidelines could result in immediate cancellation of event.
3. **Facility Rental Period:** Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Per hour rates are available to Full and Half day rentals.
4. **Multiple Day Events:** Parties booking for multiple day events will pay the 12-hour rate per day. Clean up must be done by 12:00 midnight of the last day of booking or the per hour charge will apply to additional clean-up time.
5. **Parties booking individual areas** of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions the entire Event Center must be reserved.
6. **No Sublease:** No subleasing of any area of the Dripping Springs Ranch Park Event Center or Outdoor Arena Complex is allowed, excluding vendors related to your event. The City requires knowledge of all the parties it deals with so it can assure that all parties are made aware of the requirements. An association or group that rents the arena and stalls and rents the stalls to its participants will not be considered as subleasing.
7. **Event Scheduling:** Bookings may be made up to eighteen (18) months in advance of the proposed event. Please contact the DSRP Manager for information and booking of the facilities. Reservations for the Outdoor Arena may be rescheduled or refunded due to weather conditions at the discretion of the City. Recurring events have the option to book multiple years in advance.
8. **Event Scheduling:** DSRP retains the right to refuse booking an event of a competing or similar nature within 45 days of an event already booked.
9. **Events with amplified music** must end at midnight and is restricted to 65 decibels or less. One hour will be given to clean up and exit after the event, but the music must end at midnight. Events with alcohol must cease alcohol consumption at midnight. If the premises are not vacated within the 1-hour clean up time, a per hour charge will be incurred. This 1-hour clean up time counts towards the 12 hour or 6 hour rental time frame.
10. **Payment:** A \$250 non-refundable deposit that credits toward your rental fees is due to reserve any dates. Remaining fees are due sixty (60) days prior to your event. The estimated charges are determined using the rental form that is completed prior to securing a confirmed date. If additional amenities or facilities are added or deleted at a later date, additional fees or refunds may apply. Events cancelled more than sixty (60) days prior to the first day/date of the scheduled event will receive a refund minus the \$250.00 deposit. Events cancelled between thirty (30) and sixty (60) days prior to the first day/date of the scheduled event will receive a fifty (50%) percent refund. Events cancelled less than thirty (30) days prior to the first scheduled day/date of the event will receive NO refund. A \$25.00 NSF fee will be assessed for all returned checks.
11. **Security Deposit:** A credit card must be placed on file as a security deposit. To avoid charges, Lessee agrees to leave the premises in as good or better condition than that which existed prior to their usage: such determination is at the sole discretion of the City. All trash must be disposed of properly.

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

City representative will conduct a walk-through of the premises with the Lessee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any damages and/or charges. Any damage repair incurred by the City will be charged to the card on file at actual cost.

12. **Insurance:** Event Lessee and any alcoholic beverage vendor must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City and DSRP as an additional insured, in the amount of \$1,000,000.00, insuring against any and all claims for personal injury, death, and/or property damage relating to the event and the Dripping Springs Ranch Park Event Center and Outdoor Arena.
13. **Indemnification:** City shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person or entity, for any injury to person or property on or about the DSRP Event Center and Outdoor Arena caused by the negligence or misconduct of Lessee, its employees, or agents. Lessee and all vendors shall indemnify City and hold City harmless from any loss, expense or claims arising out of any such injury.
14. **Alcoholic Beverages:** No sale of alcoholic beverages will be allowed at the DSRP Event Center and Outdoor Arena without the prior written approval of the City. Lessees and/or vendors selling alcoholic beverages must be a holder of a current/valid Texas Alcoholic Beverage Commission ("TABC") license and must provide the City a copy of said TABC license/permit a minimum of two (2) business days prior to the event.
15. **Security and Emergency Medical Services ("EMS"):** Lessee shall be solely responsible for providing a reasonable number of Security and EMS personnel, at the City's discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. Lessee shall be responsible for the actions and safety of Lessee or any of Lessee's guests, patrons, or anyone on or around the DSRP Event Center and Outdoor Arena premises as a result of the event, including without limitation protecting such persons from injury or death and protecting Lessee's and City's property or the property of such persons, including any vendors, from loss or damage. Lessee shall arrange for such security and EMS personnel at its own expense and advise the City of actions taken. The City must approve the Lessee plan for security and safety a minimum of three (3) business days before the first day/date of the event. The event cannot take place without prior written approval from the City.

Emergency Medical Technicians are required at each event where there is a substantial risk of injury to the contestants or audience. Need is determined on an event by event basis by Staff. Securing and/or notifying EMT and Paramedics is the responsibility of the event holder.

The establishment of Security requirements for an event will be determined by Staff. These guidelines are established for the protection of life and property while events are in progress and may include officers before, during or after events. All security officers will be arranged for and managed by the event holder. Security and/or Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See below for guidelines-final plan must be approved by Staff.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

All Events with alcohol must have security present. Events with up to 250 attendees must have one licensed security personnel. 250-500 attendees require 2 licensed security personnel. Attendance of over 500 persons requires 3 licensed security personnel.

Other events may be required to have security, even if no alcohol is served or consumed, depending on attendance and type of event.

17. **Release of Liability Waivers:** The Lessee is responsible for copying waivers and obtaining signatures from each participant prior to participation in the event. Signed waivers must be returned to Dripping Springs Ranch Park Staff no later than seven (7) business days after an event is completed. A copy of the City's waiver may be obtained from Dripping Springs Ranch Park or on the Ranch Park's website.
18. **Special Event Food Vendors:** Special events that will have food vendors must obtain a Special Events Food Vendor permit from the City of Dripping Springs. Please contact Kyle DeHart, City of Dripping Springs Environmental Health & City Inspector for more information.
19. **Concessions:** Please contact dsrpinfo@cityofdrippingsprings.com to inquire about concessions availability.
20. **Overnight RV Camping:** Overnight RV camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP Staff or the Lessee/event manager responsible for remitting payment to the City. There is a Dump Station on the property available for use with paid RV Fee. There is no discharge of grey water on the property and spills at the Dump Station will be the responsibility of the RV owner.
21. **Overnight Primitive Camping:** Overnight primitive camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP staff or the Lessee/event manager responsible for remitting payment to the City. Please note that the Park does not have electrical hook-ups for campers.
22. **Toilets:** The Event Center houses sixteen women's toilets, nine men's toilets and three urinals. The new addition houses eight women's toilets, five men's toilets and three urinals. There is one portable toilet available for the Outdoor Arena. In cases where the existing restroom facilities will be inadequate, the Lessee is responsible for renting additional toilets. Please see guidelines.

Special Event Toilet Calculator

		Maximum Attendance*										
Number of Hours		100	250	500	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000
1	1	1	2	2	3	4	10	10	12	17	20	24
	2	1	2	3	4	8	12	16	20	27	32	39
	3	1	2	3	5	10	15	19	24	34	38	47
	4	1	2	4	6	11	16	22	27	38	41	54
	5	2	2	4	6	12	18	24	29	41	42	58
	6	2	3	4	7	13	18	25	31	42	46	62
	7	2	3	4	7	13	19	25	32	46	46	64
	8	2	3	4	7	14	20	27	33	46	46	66

*If alcohol is being served, we recommend increasing the number of restrooms for your event. Please keep in mind that this is an estimated number of restrooms needed. You may need more, or less depending on your specific needs.

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

24. **Parking:** Parking at DSRP event center is free to Lessee and its participants. The City may choose to charge for parking at other hosted events. If your event attendance is expected to be exceed 500 attendees, Lessee will be required to submit a parking plan to DSRP management no later than 30 days prior to event. Parking Plans, parking requirements or parking lot attendants may be required, and this determination is at the sole discretion of DSRP management.
25. **Equipment:** Show production equipment provided by the Lessee must be removed by Lessee from the arena or other fields no later than end of rental period. All City equipment such as orange cones or other equipment provided by the City must be returned to original placement following use. All leasable equipment is noted on the Rate Schedule. DSRP can arrange for additional equipment or services through outside sources at rates to be quoted upon request.
26. **Orange Cones:** If Available the City will have, free of charge, 36" tall orange traffic cones should the Lessee request them for an event. Lessee is responsible for notifying the City at least five days prior to event, providing the number of cones needed. Lessee is also responsible for placing cones where needed and returning them to their original location. Lost/damaged cones will be replaced at Lessee expense.
27. **Coggins Lab Accession Log:** Lessee is required to comply with the Texas Animal Health Control ("TAHC") regulations. Current Coggins Lab Accessions are required for all horses on DSRP property.
28. **General Park Rules:** General park rules for the City apply at the DSRP Event Center and Outdoor Arena. Campfires, glass containers, or fireworks are NOT permitted at the DSRP Event Center and Outdoor Arena complex or in the general park area. If you have questions about other general park rules, please refer to the Parks link on the City of Dripping Springs website at www.cityofdrippingsprings.com or contact City Hall at 512-858-4725.
29. **No alterations of any structure** will be allowed and there will be no glue, wire, screws, or nails attached to or embedded into the walls or ceilings for any reason.
30. **No signs or banners** shall be placed in the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign.
31. It is the responsibility of the Lessee to remove all event related items (i.e. banners, signs, decorations, etc.) at the end of the event. DSRP will not be responsible for any items left behind.
32. **No smoking on or around** the DSRP Event Center and Outdoor Arena.
33. No alcoholic beverages permitted on or around the DSRP Event Center and Outdoor Arena unless: (a) purchased on site from approved vendor possessing appropriate licensing from TABC, or (b) provided free of charge by a Lessee to invited guests at a private function that is not open to the general public.
34. **Dogs must be on leash at all times** on or around the DSRP Event Center and Outdoor Arena. Owners must pick up after dogs or may be asked to leave the premises.
35. **Special Needs:** If you find that your event requires services or has needs not addressed in this document or rental forms, please contact the DSRP Manager to discuss.
36. **Planning Setups (Floor Plans):** DSRP staff will assist with arrangements for set up of your event. This assistance includes helping you plan the floor plans and layout for your event. All efforts will be made to ensure no detail is overlooked.
37. **Floor Plan, layout, dirt needs & electrical needs and parking plan:** The floor plan, event layout, dirt needs and electrical need and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting layout and electrical needs. Changes made after this 30-day deadline may result in additional fees.
38. **DSRP has wifi internet available.** A password is required for access.
39. **Please keep DSRP staff informed of any deliveries** for your event. DSRP cannot accept responsibility for liability or loss. Lessees must arrange for security for items shipped in advance. DSRP does not arrange return shipping for any item, this is the Lessees responsibility.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

41. **DSRP will provide trashcans and liners for events.** Lessee is responsible for utilizing these cans throughout your event. Your custodial fee covers staff changing out trash throughout your event. All bulk trash items must be removed by Lessee. If not removed and disposed of an additional clean up fee may be assessed.
42. **The DSRP Lobby is not a rental space.** It is common area which serves as the entrance and restroom access for concurrent events. No Lessee will be permitted to conduct events in the Lobby that would interfere with other events occurring within DSRP.
43. **Any space is rented as is; 'four walls';** any changes or modifications could result in additional fees. Please refer to fee schedule. Personnel necessary for normal building operations will be on duty. If additional staff is needed for your event there will be additional staff fees.
44. **Each event will have a designated spokesperson.** Any communications before and during the event must come through the designated spokesperson.

**Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, Indoor/Outdoor Arenas, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions, the entire Event Center must be reserved.

To ensure no other events will take place during your event, you must book the entire Event Center.

The floor plan, event layout, dirt needs, electrical needs and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting floor plan, event layout, dirt needs, electrical needs and parking needs. Changes made after this 30 day deadline may result in additional fees.

The decision as to whether or not a proposed event or activity is appropriate for the desired space at the Dripping Springs Ranch Park and Event Center rests with the DSRP Manager.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

EVENT NAME: 2024 Wild Game Dinner

FEES

EVENT DATE: 02/03/2024

Rental Space(s) Requested

- | | | |
|--|---|---|
| <input type="checkbox"/> Entire DSRP Park | <input type="checkbox"/> Main Event Room Main | <input type="checkbox"/> Catering Kitchen-New Expansion |
| <input checked="" type="checkbox"/> Entire DSRP Facility | <input type="checkbox"/> Concession Kitchen | <input type="checkbox"/> Outdoor Arena |
| <input type="checkbox"/> Main Indoor Arena | <input type="checkbox"/> Livestock Arena-New Expansion | <input type="checkbox"/> Outdoor Trails |
| <input type="checkbox"/> Exhibit Hall | <input type="checkbox"/> Small Event Room-New Expansion | <input type="checkbox"/> Field (4 total) How many? |

\$250 Non-refundable deposit is due to reserve dates. Full payment due ninety (90) days prior to the event.

RENTAL SPACE FEE AMOUNT: Full Facility \$2250+Half Day Vendor Hall \$187.50=\$2437.50

ADD ONS & FEES: Full Facility Custodial \$1000+Vendor Hall Custodial \$150+Staff Labor (packing arena) \$25/hr x 4hrs=\$100=\$1250

TOTAL RENTAL FEES: \$4187.50

BALANCE DUE ON RENTAL FEES: \$3937.50

REFUNDABLE DEPOSIT DUE: \$500.00

Please read and initial/date below:

Initial: _____ Date _____ I have read and understand the policies, terms and conditions on the preceding pages required for rental of the park.

Initial: _____ Date _____ I understand that failure to comply with any of the policies, terms and conditions outlined in this agreement could result in forfeiture of my rental date, rental fees, security deposit and possible fines.

Initial: _____ Date _____ Damages to the rental space, facilities or any part of Dripping Springs Ranch Park Property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.

Initial: _____ Date _____ Other fees may be assessed on an event basis depending on special requirements and requests from lessee.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Please read and sign below:

I have read and agree to the terms and conditions stated in the Policies and General Park Rules for the Dripping Springs Ranch Park and Event Center and/or Outdoor Arena Complex, and Ranch House/Grounds and do hereby request the use of the facilities as outlined in this Agreement. As the authorized event agent, I shall be the responsible contact for my group, organization, membership, and/or event. Lessee hereby agrees to indemnify and hold harmless the City of Dripping Springs, and its officers and employees from and against any and all liabilities for any injury to person or property which may be suffered by me or by my party arising out of or in any way connected with participation in the rental noted above. By signing below, I declare I have read, understand, and agree to abide by the existing said Policies and Park Rules. I understand that I may request to have a copy of the Policies and Park Rules for my possession.

Lessee or Designated Event Spokesperson Signature

Date Signed

City Representative

Date Signed

*****CASH AND CHECKS ARE ACCEPTED*****

Please make checks payable to: DSRP; and hand deliver to 1042 Event Center Drive, Dripping Springs, Texas 78620 OR mail to DSRP, PO Box 384, Dripping Springs, Texas 78620. Contact DSRP Manager for more information.

Teri Sanders, DSRP Facility Rental Coordinator, tsanders@cityofdrippingsprings.com



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: August 15, 2023

Agenda Item Wording: **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Dripping Springs Helping Hands for the Empty Bowl Project.**

Agenda Item Requestor: Sponsor: Council Member Sherrie Parks

Summary/Background: Empty Bowls is an event that helps supply Helping Hands which serves people in our community. This will be their 26th annual Dripping Springs Empty Bowls. Helping Hands rents the Vendor Hall, Main Event Room, Concession Kitchen, and Concession Plaza. Dripping Springs Helping Hands is requesting a Co-Sponsorship with the City of Dripping Springs to hang a banner at the triangle.

Commission Recommendations: DSRP Board voted unanimously to recommend the Co-Sponsorship

Recommended Council Actions: Staff recommends approval of the Co-Sponsorship

Attachments: Co-Sponsorship Agreement
 Co-Sponsorship Application
 DSRP Rental Agreement

Next Steps/Schedule: Execute Co-Sponsorship Agreement



City of Dripping Springs Co-Sponsorship Agreement

Co-Sponsor Last Name: Gregory, First Name: Carrie

Organization: Dripping Springs Helping Hands, Inc – Empty Bowls

Address: PO Box 804

City: Dripping Springs State: Texas Zip: 78620

Phone Number: (636) 253- 6918 Email: Carrieregorytx@gmail.com

Event Description/Purpose:

The Annual DS Empty Bowls Project is the largest fundraiser of the year for the Helping Hands Food Pantry and Social Services non-profit organization. Funds go to provide food and financial support to families, school supply drive, and Project Elf Program.

Event Date: 11/05/2023 Event Location: 1042 Event Center Dr.

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

- Parties.** The City of Dripping Springs, Texas (“City”) and Co-Sponsor, as indicated above.
- Scope.** This Agreement applies to Co-Sponsor’s utilization of the City’s property for the Event and reasons stated above.
- 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.
- 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 and oversee all aspects of the Event.
- 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.
- 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.
- Site Maintenance.** Co-Sponsor agrees not to perform waste or damage City property and right-of-way. In addition, Co-Sponsor shall exercise reasonable care and due diligence to avoid harming City property and rights-of-way. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- 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:

Bill Foulds Jr., Mayor

Carrie Gregory, Dripping Springs Helping Hands, Inc.

Date

Date



Co-Sponsorship

Policy & Application

I. Purpose

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

II. Goals and Objectives

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

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

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

Co-Sponsorship benefits may include:

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

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

III. General Requirements, Eligibility Criteria and Conditions

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

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

9. All packets must be submitted at least ninety (90) days prior to the event and shall include:

- a completed sponsorship application;
- a cover letter describing how the event will benefit the City, its residents, and its visitors; and
- a budget sheet that includes the expenses for which the sponsorship is requested. Filing of an application is not a guarantee that it will be approved.

10. Items that will be considered include:

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

Co- Sponsorship Application

SPONSORING ORGANIZATION NAME: Helping Hands, Inc.

APPLICANT

Name: Carrie Gregory

Position: Co-Chair - Empty Bowl Project

Contact Number: 636-253-6918

Email: carriegregorytx@gmail.com

Address: c/o OS Helping Hands, P.O. Box 804, Dripping Springs, Texas 78620

EVENT

NAME: 26th Annual Empty Bowl Project

START DATE/TIME: 11/5/2023 8:00am

END DATE/TIME: 11/5/2023 5:00 pm

ADDRESS: 1042 Event Center Dr.

ESTIMATED ATTENDANCE: 1000

EVENT DESCRIPTION

The Empty Bowls Project is the major fundraiser for Dripping Springs Helping Hands. The event includes selling ceramic, handmade bowls to the general public and filling the bowls with homemade soups from area restaurants. Patrons who come to our event, during a four hour period, are entertained by local musicians.

Helping Hands, now in its 37th year, provides food and financial support to families in need. This nonprofit organization also sponsors a school supply drive and a Project Elf program so families have gifts

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes No

WILL ADMISSION BE CHARGED?

Yes No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

The City of Dripping Springs will be included on all advertising, social media, and website.

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

The advertising plan for EBP is to distribute press releases, newsletters, email blasts, social media blasts and to print banners. The city's logo, if a co-sponsor, will be on all advertising/

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

The Empty Bowls Project has been conducted in this community for over 25 years. It is an established event that is near and dear to this community as it supports our neighbors in need. Over 100 volunteers come to the event to help with the event. The Empty Bowls Project raises more than 60% of Helping Hands annual budget and has partnered with the City over the past 6 years as Co-Sponsor.

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event

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

The Empty Bowls Project promotes generosity, kindness, and an understanding of helping others. All of which promote a healthier environment in which to live. Helping Hands enhances the quality of life and well being of residents who serve and volunteer for this nonprofit. Helping Hands improves the quality of lives of residents who are in need of food and/or assistance with their basic living needs. The Empty Bowls Project and Helping Hands serves all people regardless of their ethnic origins and religions. The 1,500 bowls that are handmade by area potters show the many artistic talents of our community.

*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE:

COMMENTS:

CITY ADMINISTRATOR:

DATE: APPROVE DENY NOT REQUIRED

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY NOT REQUIRED

CITY COUNCIL:

DATE: APPROVE DENY NOT REQUIRED

Sign Request Form

THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

Banner Width & Height: 4 feet tall by 8 feet wide

Banner Material and Grommets: vinyl with hemmed grommets every 2 feet

WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

NAME OF ENTITY: Helping Hands, Inc.

NAME OF REPRESENTATIVE: Carrie Gregory

MAILING ADDRESS: c/o OS Helping Hands, P.O. Box 804, Dripping Springs, Texas 78620

TELEPHONE NUMBER 636-253-6918

EMAIL ADDRESS: carrieregorytx@gmail.com

DESCRIPTION OF EVENT OR SERVICE:
The Empty Bowls Project is the major fundraiser for Dripping Springs Helping Hands. The event includes selling ceramic, handmade bowls to the general public and filling the bowls with homemade soups from area restaurants. Patrons who come to our event, during a four hour period, are entertained by local musicians.
Helping Hands, now in its 37th year, provides food and financial support to families in need. This nonprofit organization also sponsors a school supply drive and a Project Elf program so families have gifts

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

Date, time of 26th Annual Empty Bowl Project along with major sponsors TBD by September.

SIGN DIMENSIONS AND HEIGHT: 4 x 8

SIGN MATERIALS:

Vinyl

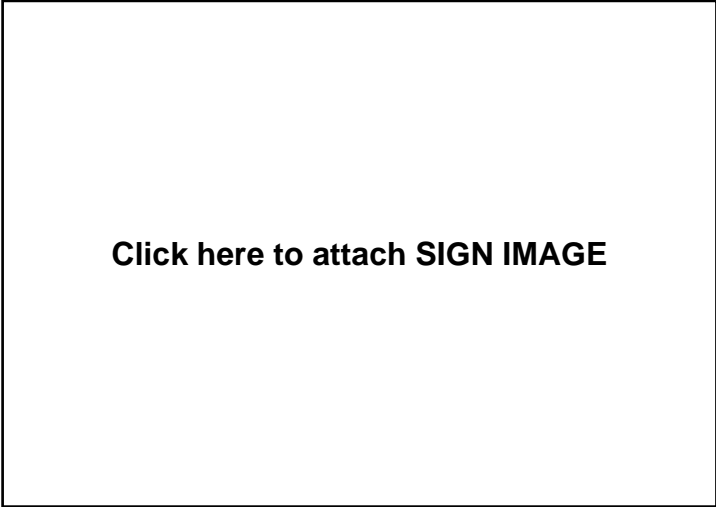
REQUESTED DATE FOR SIGN TO BE DISPLAYED: 10/5/2023

(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle @ 290/RR 12 / Farmers Market area



*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE: [Redacted]

CITY ADMINISTRATOR:

DATE: [Redacted] APPROVE DENY



Item 8.

DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

APPLICANT INFORMATION

Lessee/Company Name: Dripping Springs Helping Hands, Inc

Designated Event Spokesperson: Carrie Gregory, June Bauomel

Address: PO Box 804 City/State/Zip Dripping Springs TX, 78620

Phone #: (636) 253-6918 Alternate Phone #: (512) 801-4987

Email: Carriegregorytx@gmail.com Alt Phone = June Bauomel

EVENT INFORMATION

Name of Event: 26th Annual Dripping Springs Empty Bowls Project Website www.helpinghands-drippingsprings.org/

Event Start Date: _____ (Actual, not set up)

Event End Date: _____ (Actual, not break down)

Event Start Time: 11:00am *Event End Time: 3:00pm

***All music & alcohol consumption must end by 10PM. No exceptions.**

Description of Event: The Annual DS Empty Bowls Project is the largest fundraiser of the year for the Helping Hands Food Pantry and Social Services non profit organization.

Expected Attendance for Event: 1,000

Times and Types of Use: *(Please be specific and list all times the space is needed, including deliveries & set-up. Failure to list all set up times & dates and event times could result in the building not being accesible or staff unavailable at your desired times.* Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Additional Per hour rates are available to Full and Half day rentals.

Set Up dates and times? Total time needed 7am- 6pm.

Set up 7am-11am on day of event. Break down 3pm - 6pm on day of event.

Special Requests? We respectfully request a 25% reduction in the rental cost associated with our non-profit status.

Request use of tables and chairs in the Main Event room. Request notification of total number available as soon as possible.

WWW.DRIPPINGSRINGSRANCHPARK.COM
PHONE: 512-894-2390

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, TEXAS 78620
MAILING ADDRESS: PO BOX 384
DRIPPING SPRINGS, TEXAS 78620



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

SOUND & AUDIO/VISUAL EQUIPMENT

Will there be loudspeakers, live music or any activity which involves amplification equipment or devices of any kind? YES NO If yes, please describe: Soft music playing by volunteer musicians

Will you use DSRP Sound System/Microphones? YES NO

Will you use the projector/screen in the Special Event Room? YES NO

Will you need a sound/AV Tech (additional fee TBD) prior to or during your event? YES NO

If you answered 'YES' to any of the above, please state your specific needs for sound/AV: _____

Assistance on education of projector screen and instructions on how to access PA system. _____

Musicians will have their own sound system. We would like to broadcast music via venue PA system _____

SPECIAL ELECTRICAL NEEDS

(Special electrical needs will result in additional fees)

Do you have special electrical needs/set up? YES NO

If **YES**, special electrical needs *must be submitted to DSRP no later than 30 days in advance of the event*. Failure to make this submittal could hinder your electrical needs being met by the facility. Please describe special electrical needs in detail: _____

ALCOHOLIC BEVERAGES

**Please see Facilities Rental Policy regarding alcoholic beverage service, consumption & security requirements*

Will alcohol be served at your event? YES NO

Will alcohol be sold at your event? YES NO

If alcohol is to be **sold** at your event, you must provide a copy of your **Texas Alcoholic Beverage Commission Permit** and a copy of the **Certificate of Liability Insurance** with at least \$1,000,000.00 (One-Million Dollars and Zero Cents) coverage for personal and property injuries.

TABC License Number: _____

Date Submitted: _____ Received by: _____

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, TEXAS 78620
MAILING ADDRESS: PO BOX 384
DRIPPING SPRINGS, TEXAS 78620



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): YES NO

Approved for Alcohol Sales: YES NO

City Staff Signature of Approval: X _____

GENERAL LIABILITY INSURANCE

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): YES NO

CONCESSION SALES

Would you like to request concession sales at your event? YES NO

SPECIAL SET-UP or DIRT NEEDS

(Special set-up & dirt needs will result in additional fees)

Do you have special set-up needs or special dirt needs? YES NO

If **YES**, special set-up needs or special dirt **needs must be submitted to DSRP no later than 30 days** in advance of the event. Failure to make this submittal could hinder your set-up and/or dirt needs being met by the facility.

Please describe special set-up and/or dirt needs in detail: _____



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

DRIPPING SPRINGS RANCH PARK FACILITIES RENTAL POLICY

(approved 12/10/19)

POLICIES AND PARK RULES FOR USE OF THE EVENT CENTER AND OUTDOOR ARENA COMPLEX ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND PARK RULES. FAILURE TO ADHERE TO POLICIES AND PARK RULES COULD RESULT IN EVENT CANCELLATION, FINES AND ALL PAYMENTS AND DEPOSITS BEING FORFEITED.

The following information includes: (1) definitions of rental categories; and (2) general policies and rules for use of the Dripping Springs Ranch Park Event Center and Outdoor Arena (“DSRP Event Center and Outdoor Arena”). In this document, the City of Dripping Springs is referred to as the “City”. The Dripping Springs Ranch Park Event Center Manager (“DSRP Manager”) will be the contact for all events at the Dripping Springs Ranch Park Event Center and Outdoor Arena. Please contact the DSRP Manager for details.

DSRP EVENT CENTER DEFINITIONS

Event Center Facility Rental

Fee includes use of the large indoor arena, small arena, lights, announcer’s booth, public address system, chutes, panels, warm up arena and common/ vendor areas; 12,000 sq. ft meeting space & 6,000 sq. Ft. meeting space, Concession Kitchen. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Large Indoor Arena Rental

Fee includes use of large indoor arena, lights, announcer’s booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Small Indoor Arena Rental

Fee includes use of small indoor arena, lights, announcer’s booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Large Special Event Room Rental

Fee includes the 12,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Small Special Event Room Rental

Fee includes the 6,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Vendor Hall/Front Porch Rental

Fee includes the 19,000 sq. ft. covered area in the Event Center is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Stalls

Stalls are available for rent at the Event Center. Any horse that remains at the facility overnight must be in a fee for use stall or tied up at the trailer or in a portable pen adjacent to your primitive camp site (Grounds fee will apply if tied adjacent to primitive camp site, in a portable pen or tied to trailer). Tying horses to the stalls is prohibited. Tying horses to your trailer at your RV campsite or erecting a portable pen at your RV campsite is prohibited. Tying or placing horses in any livestock pens, rough stock pens or cattle pens is prohibited. *Rental period is 24 hours, noon to noon daily.* Users may pay the fee at the Dripping Springs Ranch Park or may pay directly the Lessee/event holder who is responsible for remitting payment to the City. Using the stalls without renting this amenity will result in forfeiture of event deposit. DSRP requires that each stall have a minimum of 2 bags of shavings per stall. Shavings are not included in the stall rental price but are available for purchase at

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, TEXAS 78620

MAILING ADDRESS: PO BOX 384
DRIPPING SPRINGS, TEXAS 78620



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Dripping Springs Ranch Park. No outside shavings are allowed. Event Managers/Show managers have the option to do their own stall check-ins and remit payment to DSRP for stalls and shavings at DSRP rates.

RV Sites

Rental period is 2PM-10AM daily. Electricity and water are included in fee. Campers may pay the Ranch Park staff or the Lessee/event holder responsible for remitting payment to the City. Maximum stay is 7 days. Event Managers/Show managers have the option to do their own RV check-ins and remit payment to DSRP for RVs at DSRP rates.

Concession Stand Rental

The Concession stand is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Concession Kitchen Rental

The Concession Kitchen is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Tables and Chairs

The DSRP Event Center has a limited number of 8-foot-long rectangular tables and folding chairs available for rent during events.

Arena Prep

DSRP will provide personnel on site to prepare the arena dirt before the rental time period as needed. Cost is included in rental fee. Lessees who wish to work the dirt themselves during the event will be required to: 1) bring their own equipment; 2) attend a scheduled orientation with event center staff; 3) provide proof of \$1,000,000.00 of liability insurance coverage to cover personal and property injury/damages to, including but not limited to, any portion of the arena, including the base layer of the arena floor. All equipment brought in by outside parties must be approved by the event center staff prior to use in the arena. Said equipment should be well maintained and in good working order. The DSRP equipment is available for use during events for a fee. Before use each operator must be cleared by staff on equipment use and sign the DSRP Equipment Use Waiver.

OUTDOOR ARENA COMPLEX DEFINITIONS

Dripping Springs Ranch Park also has an outdoor arena available for rental. Amenities include the riding arena, a round pen, and arena lights.

Lessee

Person or entity leasing the Event Center and/or the Outdoor Arena (aka: event holder, show manager, etc.).

Outdoor Riding Arena & Round Pen Rental

The arena is 250 x 150 sq ft. This arena can be used in conjunction with events at the Event Center or as a standalone rental. The arena has lighting for evening use, announcer’s booth, and public address system. An outdoor round pen is included in the rental of the riding arena for warm-up and training horses. The fee does not include any facilities not listed here. Additional Custodial Fees required.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

POLICIES FOR USE: Dripping Springs Ranch Park Event Center & Outdoor Arena

1. **No GLASS** containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes all outdoor spaces. **Failure for lessee and guests to comply with this policy will result in a \$500 fine and immediate cancellation of your event.**
2. When renting the special event rooms or any other areas of the facility it is the event holder's responsibility to supervise all children. Persons under the age of 18 years authorized to be in a park facility must always be accompanied by an adult. The ratio of minors to adults shall be no less than one adult for every eight minors. **Failure to follow these guidelines could result in immediate cancellation of event.**
3. **Facility Rental Period:** Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Per hour rates are available to Full and Half day rentals.
4. **Multiple Day Events:** Parties booking for multiple day events will pay the 12-hour rate per day. Clean up must be done by 12:00 midnight of the last day of booking or the per hour charge will apply to additional clean-up time.
5. **Parties booking individual areas** of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions the entire Event Center must be reserved.
6. **No Sublease:** No subleasing of any area of the Dripping Springs Ranch Park Event Center or Outdoor Arena Complex is allowed, excluding vendors related to your event. The City requires knowledge of all the parties it deals with so it can assure that all parties are made aware of the requirements. An association or group that rents the arena and stalls and rents the stalls to its participants will not be considered as subleasing.
7. **Event Scheduling:** Bookings may be made up to eighteen (18) months in advance of the proposed event. Please contact the DSRP Manager for information and booking of the facilities. Reservations for the Outdoor Arena may be rescheduled or refunded due to weather conditions at the discretion of the City. Recurring events have the option to book multiple years in advance.
8. **Event Scheduling:** DSRP retains the right to refuse booking an event of a competing or similar nature within 45 days of an event already booked.
9. **Events with amplified music** must end at midnight and is restricted to 65 decibels or less. One hour will be given to clean up and exit after the event, but the music must end at midnight. Events with alcohol must cease alcohol consumption at midnight. If the premises are not vacated within the 1-hour clean up time, a per hour charge will be incurred. This 1-hour clean up time counts towards the 12 hour or 6 hour rental time frame.
10. **Payment:** A \$250 non-refundable deposit that credits toward your rental fees is due to reserve any dates. Remaining fees are due sixty (60) days prior to your event. The estimated charges are determined using the rental form that is completed prior to securing a confirmed date. If additional amenities or facilities are added or deleted at a later date, additional fees or refunds may apply. Events cancelled more than sixty (60) days prior to the first day/date of the scheduled event will receive a refund minus the \$250.00 deposit. Events cancelled between thirty (30) and sixty (60) days prior to the first day/date of the scheduled event will receive a fifty (50%) percent refund. Events cancelled less than thirty (30) days prior to the first scheduled day/date of the event will receive **NO** refund. **A \$25.00 NSF fee will be assessed for all returned checks.**
11. **Security Deposit:** A credit card must be placed on file as a security deposit. To avoid charges, Lessee agrees to leave the premises in as good or better condition than that which existed prior to their usage: such determination is at the sole discretion of the City. All trash must be disposed of properly.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

City representative will conduct a walk-through of the premises with the Lessee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any damages and/or charges. Any damage repair incurred by the City will be charged to the card on file at actual cost.

12. **Insurance:** Event Lessee and any alcoholic beverage vendor must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City and DSRP as an additional insured, in the amount of \$1,000,000.00, insuring against any and all claims for personal injury, death, and/or property damage relating to the event and the Dripping Springs Ranch Park Event Center and Outdoor Arena.
13. **Indemnification:** City shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person or entity, for any injury to person or property on or about the DSRP Event Center and Outdoor Arena caused by the negligence or misconduct of Lessee, its employees, or agents. Lessee and all vendors shall indemnify City and hold City harmless from any loss, expense or claims arising out of any such injury.
14. **Alcoholic Beverages:** No sale of alcoholic beverages will be allowed at the DSRP Event Center and Outdoor Arena without the prior written approval of the City. Lessees and/or vendors selling alcoholic beverages must be a holder of a current/valid Texas Alcoholic Beverage Commission ("TABC") license and must provide the City a copy of said TABC license/permit a minimum of two (2) business days prior to the event.
15. **Security and Emergency Medical Services ("EMS"):** Lessee shall be solely responsible for providing a reasonable number of Security and EMS personnel, at the City's discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. **Lessee shall be responsible for the actions and safety of Lessee or any of Lessee's guests, patrons, or anyone on or around the DSRP Event Center and Outdoor Arena premises as a result of the event, including without limitation protecting such persons from injury or death and protecting Lessee's and City's property or the property of such persons, including any vendors, from loss or damage. Lessee shall arrange for such security and EMS personnel at its own expense and advise the City of actions taken.** The City must approve the Lessee plan for security and safety a minimum of three (3) business days before the first day/date of the event. The event cannot take place without prior written approval from the City.

Emergency Medical Technicians are required at each event where there is a substantial risk of injury to the contestants or audience. Need is determined on an event by event basis by Staff. Securing and/or notifying EMT and Paramedics is the responsibility of the event holder.

The establishment of Security requirements for an event will be determined by Staff. These guidelines are established for the protection of life and property while events are in progress and may include officers before, during or after events. All security officers will be arranged for and managed by the event holder. Security and/or Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See below for guidelines-final plan must be approved by Staff.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

All Events with alcohol must have security present. Events with up to 250 attendees must have one licensed security personnel. 250-500 attendees require 2 licensed security personnel. Attendance of over 500 persons requires 3 licensed security personnel.

Other events may be required to have security, even if no alcohol is served or consumed, depending on attendance and type of event.

17. **Release of Liability Waivers:** The Lessee is responsible for copying waivers and obtaining signatures from each participant prior to participation in the event. Signed waivers must be returned to Dripping Springs Ranch Park Staff no later than seven (7) business days after an event is completed. A copy of the City’s waiver may be obtained from Dripping Springs Ranch Park or on the Ranch Park’s website.
18. **Special Event Food Vendors:** Special events that will have food vendors must obtain a Special Events Food Vendor permit from the City of Dripping Springs. Please contact Kyle DeHart, City of Dripping Springs Environmental Health & City Inspector for more information.
19. **Concessions:** Please contact dsrpevents@cityofdrippingsprings.com to inquire about concessions availability.
20. **Overnight RV Camping:** Overnight RV camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP Staff or the Lessee/event manager responsible for remitting payment to the City. There is a Dump Station on the property available for use with paid RV Fee. There is no discharge of grey water on the property and spills at the Dump Station will be the responsibility of the RV owner.
21. **Overnight Primitive Camping:** Overnight primitive camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP staff or the Lessee/event manager responsible for remitting payment to the City. Please note that the Park does not have electrical hook-ups for campers.
22. **Toilets:** The Event Center houses sixteen women’s toilets, nine men’s toilets and three urinals. The new addition houses eight women’s toilets, five men’s toilets and three urinals. There is one portable toilet available for the Outdoor Arena. In cases where the existing restroom facilities will be inadequate, the Lessee is responsible for renting additional toilets. Please see guidelines.

Special Event Toilet Calculator

		Maximum Attendance*										
		100	250	500	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000
Number of Hours	1	1	2	2	3	4	10	10	12	17	20	24
	2	1	2	3	4	8	12	16	20	27	32	39
	3	1	2	3	5	10	15	19	24	34	38	47
	4	1	2	4	6	11	16	22	27	38	41	54
	5	2	2	4	6	12	18	24	29	41	42	58
	6	2	3	4	7	13	18	25	31	42	46	62
	7	2	3	4	7	13	19	25	32	46	46	64
	8	2	3	4	7	14	20	27	33	46	46	66

*If alcohol is being served, we recommend increasing the number of restrooms for your event. Please keep in mind that this is an estimated number of restrooms needed. You may need more, or less depending on your specific needs.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

24. **Parking:** Parking at DSRP event center is free to Lessee and its participants. The City may choose to charge for parking at other hosted events. If your event attendance is expected to exceed 500 attendees, Lessee will be required to submit a parking plan to DSRP management no later than 30 days prior to event. Parking Plans, parking requirements or parking lot attendants may be required, and this determination is at the sole discretion of DSRP management.
25. **Equipment:** Show production equipment provided by the Lessee must be removed by Lessee from the arena or other fields no later than end of rental period. All City equipment such as orange cones or other equipment provided by the City must be returned to original placement following use. All leasable equipment is noted on the Rate Schedule. DSRP can arrange for additional equipment or services through outside sources at rates to be quoted upon request.
26. **Orange Cones:** If Available the City will have, free of charge, 36" tall orange traffic cones should the Lessee request them for an event. Lessee is responsible for notifying the City at least five days prior to event, providing the number of cones needed. Lessee is also responsible for placing cones where needed and returning them to their original location. Lost/damaged cones will be replaced at Lessee expense.
27. **Coggins Lab Accession Log:** Lessee is required to comply with the Texas Animal Health Control ("TAHC") regulations. Current Coggins Lab Accessions are required for all horses on DSRP property.
28. **General Park Rules:** General park rules for the City apply at the DSRP Event Center and Outdoor Arena. Campfires, glass containers, or fireworks are NOT permitted at the DSRP Event Center and Outdoor Arena complex or in the general park area. If you have questions about other general park rules, please refer to the Parks link on the City of Dripping Springs website at www.cityofdrippingsprings.com or contact City Hall at 512-858-4725.
29. **No alterations of any structure** will be allowed and there will be no glue, wire, screws, or nails attached to or embedded into the walls or ceilings for any reason.
30. **No signs or banners** shall be placed in the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign.
31. It is the responsibility of the Lessee to remove all event related items (i.e. banners, signs, decorations, etc.) at the end of the event. DSRP will not be responsible for any items left behind.
32. **No smoking on or around** the DSRP Event Center and Outdoor Arena.
33. No alcoholic beverages permitted on or around the DSRP Event Center and Outdoor Arena unless: (a) purchased on site from approved vendor possessing appropriate licensing from TABC, or (b) provided free of charge by a Lessee to invited guests at a private function that is not open to the general public.
34. **Dogs must be on leash at all times** on or around the DSRP Event Center and Outdoor Arena. Owners must pick up after dogs or may be asked to leave the premises.
35. **Special Needs:** If you find that your event requires services or has needs not addressed in this document or rental forms, please contact the DSRP Manager to discuss.
36. **Planning Setups (Floor Plans):** DSRP staff will assist with arrangements for set up of your event. This assistance includes helping you plan the floor plans and layout for your event. All efforts will be made to ensure no detail is overlooked.
37. **Floor Plan, layout, dirt needs & electrical needs and parking plan:** The floor plan, event layout, dirt needs and electrical need and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting layout and electrical needs. Changes made after this 30-day deadline may result in additional fees.
38. **DSRP has wifi internet available.** A password is required for access.
39. **Please keep DSRP staff informed of any deliveries** for your event. DSRP cannot accept responsibility for liability or loss. Lessees must arrange for security for items shipped in advance. DSRP does not arrange return shipping for any item, this is the Lessees responsibility.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

41. **DSRP will provide trashcans and liners for events.** Lessee is responsible for utilizing these cans throughout your event. Your custodial fee covers staff changing out trash throughout your event. All bulk trash items must be removed by Lessee. If not removed and disposed of an additional clean up fee may be assessed.
42. **The DSRP Lobby is not a rental space.** It is common area which serves as the entrance and restroom access for concurrent events. No Lessee will be permitted to conduct events in the Lobby that would interfere with other events occurring within DSRP.
43. **Any space is rented as is;** 'four walls'; any changes or modifications could result in additional fees. Please refer to fee schedule. Personnel necessary for normal building operations will be on duty. If additional staff is needed for your event there will be additional staff fees.
44. **Each event will have a designated spokesperson.** Any communications before and during the event must come through the designated spokesperson.

**Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, Indoor/Outdoor Arenas, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions, the entire Event Center must be reserved.

To ensure no other events will take place during your event, you must book the entire Event Center.

The floor plan, event layout, dirt needs, electrical needs and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting floor plan, event layout, dirt needs, electrical needs and parking needs. Changes made after this 30 day deadline may result in additional fees.

The decision as to whether or not a proposed event or activity is appropriate for the desired space at the Dripping Springs Ranch Park and Event Center rests with the DSRP Manager.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

EVENT NAME: 26th Annual Dripping Springs Empty Bowls Project **FEES** **EVENT DATE:** _____

Rental Space(s) Requested

- | | | |
|--|--|---|
| <input type="checkbox"/> Entire DSRP Park | <input checked="" type="checkbox"/> Main Event Room Main | <input type="checkbox"/> Catering Kitchen-New Expansion |
| <input type="checkbox"/> Entire DSRP Facility | <input checked="" type="checkbox"/> Concession Kitchen | <input type="checkbox"/> Outdoor Arena |
| <input type="checkbox"/> Main Indoor Arena | <input type="checkbox"/> Livestock Arena-New Expansion | <input type="checkbox"/> Outdoor Trails |
| <input checked="" type="checkbox"/> Exhibit Hall | <input type="checkbox"/> Small Event Room-New Expansion | <input type="checkbox"/> Field (4 total) How many? |

\$250 Non-refundable deposit is due to reserve dates. Full payment due ninety (90) days prior to the event.

RENTAL SPACE FEE AMOUNT: Main Event: \$1500, Vendor Hall: \$400, Kitchen: \$300

ADD ONS & FEES: Event Stage: \$150, Custodial: \$750, Non-Profit Discount: -(\$550)

TOTAL RENTAL FEES: \$2,550 **BALANCE DUE ON RENTAL FEES:** \$250 deposit

Please read and initial/date below:

Initial: CG Date 11/28/22 I have read and understand the policies, terms and conditions on the preceding pages required for rental of the park.

Initial: CG Date 11/28/22 I understand that failure to comply with any of the policies, terms and conditions outlined in this agreement could result in forfeiture of my rental date, rental fees, security deposit and possible fines.

Initial: CG Date 11/28/22 Damages to the rental space, facilities or any part of Dripping Springs Ranch Park Property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.

Initial: CG Date 11/28/22 Other fees may be assessed on an event basis depending on special requirements and requests from lessee.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Please read and sign below:

I have read and agree to the terms and conditions stated in the Policies and General Park Rules for the Dripping Springs Ranch Park and Event Center and/or Outdoor Arena Complex, and Ranch House/Grounds and do hereby request the use of the facilities as outlined in this Agreement. As the authorized event agent, I shall be the responsible contact for my group, organization, membership, and/or event. Lessee hereby agrees to indemnify and hold harmless the City of Dripping Springs, and its officers and employees from and against any and all liabilities for any injury to person or property which may be suffered by me or by my party arising out of or in any way connected with participation in the rental noted above. By signing below, I declare I have read, understand, and agree to abide by the existing said Policies and Park Rules. I understand that I may request to have a copy of the Policies and Park Rules for my possession.

Carrie Gregory

Lessee or Designated Event Spokesperson Signature

11/28/22

Date Signed

City Representative

Date Signed

*****CASH AND CHECKS ARE ACCEPTED*****

Please make checks payable to: DSRP; and hand deliver to 1042 Event Center Drive, Dripping Springs, Texas 78620 OR mail to DSRP, PO Box 384, Dripping Springs, Texas 78620. Contact DSRP Manager for more information.

Emily Nelson, DSRP Event Center Coordinator, enelson@cityofdrippingsprings.com



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: August 15, 2023

Agenda Item Wording: **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and LOOMC Charities, Inc. for the Goat Couture Event on September 9, 2023 at Dripping Springs Ranch Park.**

Agenda Item Requestor: Sponsor: Council Member Sherrie Parks

Summary/Background: Goat Couture is a fun and fanciful event where community members, mayors, and first responders are invited to dress up a goat to compete in different costume categories. The event will feature a festival-type environment with games, activities, and exhibitor areas with shopping, food, and beverages. Benefitting the 7 FFA chapters in Hays & Blanco counties, the festival is sure to be a hilarious and eventful day for community members of all ages. LOOMC Charities, Inc. is requesting a Co-Sponsorship with the City of Dripping Springs to hang a banner at the triangle advertising their Goat Couture fashion show.

Commission Recommendations: DSRP Board voted unanimously to recommend the Co-Sponsorship

Recommended Council Actions: Staff recommends approval of the Co-Sponsorship

Attachments: Co-Sponsorship Agreement
 DSRP Rental Agreement

Next Steps/Schedule: Execute Co-Sponsorship Agreement



City of Dripping Springs Co-Sponsorship Agreement

CLEAR

Co-Sponsor Name: Milena Christopher

Organization: LOOMC Charities, Inc.

Address: 3975 E US Hwy 290, Dripping Springs, TX 78620

Phone Number: 512-507-3441 Email: milena@christopherlawfirm.com

Event Description/Purpose:

A fun and fanciful event where community members, mayors, and first responders are invited to dress up a goat to compete in different costume categories. The event will feature a festival-type environment with games, activities, and exhibitor areas with shopping, food, and beverages.

Event Date: 09-Sep-2023 Event Location: Dripping Springs Ranch Park

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

- **Parties.** The City of Dripping Springs, Texas (“City”) and Co-Sponsor, as indicated above.
- **Agreement.** The agreement documents shall consist of the Co-Sponsorship Agreement, Policy and Application form (“Attachment “A”).
- **Scope.** This Agreement applies to Co-Sponsor’s utilization of the City’s property for the Event and reasons stated above.
- **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 city facilities and parks, post the Event on the City’s website calendar and City social media sites, and adhere to all obligations described in Attachment “A”.
- **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 as described in Attachment “A”. Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event. Co-Sponsor will put City logo on event banners.
- **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.
- **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.
- **Site Maintenance.** Co-Sponsor agrees not to waste or damage City property and right-of-way. In addition, Co-Sponsor shall exercise reasonable care and due diligence to avoid harming City property and rights-of-way. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- **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.

- **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.
- **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.
- **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.
- **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.
- **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.
- **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.
- **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.
- **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.
- **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:
LOOMC Charities, Inc.

Michelle Fischer, City Administrator

Milena Christopher

Date

Date



DRIPPING SPRINGS
Texas

SUBMIT

Co-Sponsorship

Policy & Application

I. Purpose

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

II. Goals and Objectives

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

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

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

Co-Sponsorship benefits may include:

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

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

III. General Requirements, Eligibility Criteria and Conditions

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

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

9. All packets must be submitted at least ninety (90) days prior to the event and shall include:

- a completed sponsorship application;
- a cover letter describing how the event will benefit the City, its residents, and its visitors; and
- a budget sheet that includes the expenses for which the sponsorship is requested. Filing of an application is not a guarantee that it will be approved.

10. Items that will be considered include:

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

Co-Sponsorship Application

SPONSORING ORGANIZATION NAME: LOOMC Charities, Inc.

APPLICANT

Name: Milena Christopher

Position: Founding Attorney

Contact Number: (512) 507-3441

Email: milena@christopherlawfirm.com

Address: 3975 E US Hwy 290, Dripping Springs, TX 78620

EVENT

NAME: Goat Couture

START DATE/TIME: 10:00 am 9/9/23

END DATE/TIME: 3:30 pm 9/9/23

ADDRESS: Dripping Springs Ranch Park

ESTIMATED ATTENDANCE: 2000

EVENT DESCRIPTION

A fun and fanciful event where community members, mayors, and first responders are invited to dress up a goat to compete in different costume categories. The event will feature a festival-type environment with games, activities, and exhibitor areas with shopping, food, and beverages.

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes No

WILL ADMISSION BE CHARGED?

Yes No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

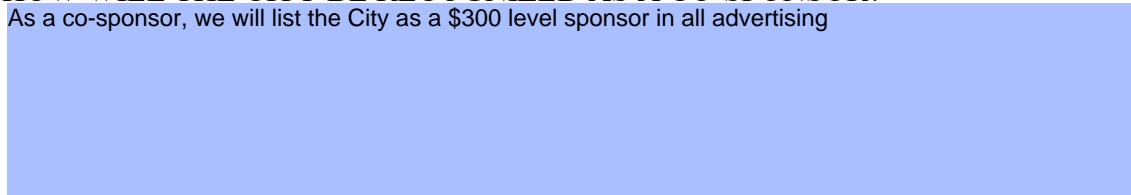
Yes No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

As a co-sponsor, we will list the City as a \$300 level sponsor in all advertising



WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

We have paid media scheduled in Dripping Springs and surrounding Hays and Blanco county communities. We have an actively engaged Facebook event (both ours and with DSRP), Instagram, email campaigns, media interviews, Texas Highways magazine, and over a dozen Texas event calendars.

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

Nothing like this has ever been held in the United States! Dripping Springs will be the first ever. The event manager has a long history in event planning. We will take learnings from the various ag programs our leaders have been involved in to make this a spectacular event!

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event

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

[Large blue rectangular area for explanation of selections]

*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE:

COMMENTS:

CITY ADMINISTRATOR:

DATE: APPROVE DENY NOT REQUIRED

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY NOT REQUIRED

CITY COUNCIL:

DATE: APPROVE DENY NOT REQUIRED

Sign Request Form

THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

Banner Width & Height: 4 feet tall by 8 feet wide

Banner Material and Grommets: vinyl with hemmed grommets every 2 feet

WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

NAME OF ENTITY: LOOMC Charities, Inc.

NAME OF REPRESENTATIVE: Milena Christopher

MAILING ADDRESS: 3975 E US Hwy 290, Dripping Springs, TX 78620

TELEPHONE NUMBER (512) 507-3441

EMAIL ADDRESS: milena@christopherlawfirm.com

DESCRIPTION OF EVENT OR SERVICE:
A fun and fanciful event where community members, mayors, and first responders are invited to dress up a goat to compete in different costume categories. The event will feature a festival-type environment with games, activities, and exhibitor areas with shopping, food, and beverages.

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

We do not have a graphic yet. We'd like to include the Goat Couture logo, but it may be a photo of an appropriately dressed up goat with the date/time, and a QR code

SIGN DIMENSIONS AND HEIGHT: Allowed Maximum

SIGN MATERIALS:

Will work with DSRP on recommendations

REQUESTED DATE FOR SIGN TO BE DISPLAYED: 08/09/2023

(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle



*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE: [Redacted]

CITY ADMINISTRATOR:

DATE: [Redacted] APPROVE DENY



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

APPLICANT INFORMATION

Lessee/Company Name: LOOMC Charities, Inc.
Designated Event Spokesperson: Brea Black & Milena Christopher
Address: 3975 E US Hwy 290 City/State/Zip Dripping Springs, TX 78620
Phone #: (216) 904-6046 Alternate Phone #: (512) 858-9779
Email: goatcouture@christopherlawfirm.com

EVENT INFORMATION

Name of Event: Goat Couture Website www.christopherlawfirm.com
Event Start Date: 09/09/2023 (Actual Rental, including set up)
Event End Date: 09/09/2023 (Actual Rental, including break down)
Event Start Time: 10:00 am *Event End Time: 3:00 pm
All music & alcohol consumption must end by 10PM. No exceptions.

Description of Event: Fashion show for all breeds of goats to benefit the FFA programs in Hays and Blanco counties.

Expected Attendance for Event: 1000+

Times and Types of Use: (Please be specific and list all times the space is needed, including deliveries & set-up. Failure to list all set up times & dates and event times could result in the building not being accesible or staff unavailable at your desired times. Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Additional Per hour rates are available to Full and Half day rentals.

Set Up dates and times? Set up will begin in all areas at 6:00 am. Tear down of all materials we bring will be complete by 6:00 pm

Special Requests? Can the stage be set up before we arrive?

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

SOUND & AUDIO/VISUAL EQUIPMENT

Will there be loudspeakers, live music or any activity which involves amplification equipment or devices of any kind? YES NO If yes, please describe: We need speakers to announce groups participating, winners, etc.

Will you use DSRP Sound System/Microphones? YES NO

Will you use the projector/screen in the Special Event Room? YES NO

Will you need a sound/AV Tech (additional fee TBD) prior to or during your event? YES NO

If you answered 'YES' to any of the above, please state your specific needs for sound/AV: Will have our own staff man the AV but we will need training. Contact = Ken Christopher (512) 507-3440

SPECIAL ELECTRICAL NEEDS

(Special electrical needs will result in additional fees)

Do you have special electrical needs/set up? YES NO

If YES, special electrical needs *must be submitted to DSRP no later than 30 days in advance of the event.* Failure to make this submittal could hinder your electrical needs being met by the facility. Please describe special electrical needs in detail: Just need to make sure there's electricity to the stage area for microphones and such.

ALCOHOLIC BEVERAGES

**Please see Facilities Rental Policy regarding alcoholic beverage service, consumption & security requirements.*

Will alcohol be served at your event? YES NO

Will alcohol be sold at your event? YES NO

If alcohol is to be sold at your event, you must provide a copy of your **Texas Alcoholic Beverage Commission Permit** and a copy of the **Certificate of Liability Insurance** with at least \$1,000,000.00 (One-Million Dollars and Zero Cents) coverage for personal and property injuries.

TABC License Number: _____

Date Submitted: _____ Received by: _____

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Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): YES NO

Approved for Alcohol Sales: YES NO

City Staff Signature of Approval: X _____

GENERAL LIABILITY INSURANCE

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): YES NO

CONCESSION SALES

Would you like to request concession sales at your event? YES NO

SPECIAL SET-UP or DIRT NEEDS

(Special set-up & dirt needs will result in additional fees)

Do you have special set-up needs or special dirt needs? YES NO

If YES, special set-up needs or special dirt needs must be submitted to DSRP no later than 30 days in advance of the event. Failure to make this submittal could hinder your set-up and/or dirt needs being met by the facility. Please describe special set-up and/or dirt needs in detail: Just need to make sure the dirt is groomed

prior to our event.

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

DRIPPING SPRINGS RANCH PARK FACILITIES RENTAL POLICY

(approved 12/10/19)

POLICIES AND PARK RULES FOR USE OF THE EVENT CENTER AND OUTDOOR ARENA COMPLEX ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND PARK RULES. FAILURE TO ADHERE TO POLICIES AND PARK RULES COULD RESULT IN EVENT CANCELLATION, FINES AND ALL PAYMENTS AND DEPOSITS BEING FORFEITED.

The following information includes: (1) definitions of rental categories; and (2) general policies and rules for use of the Dripping Springs Ranch Park Event Center and Outdoor Arena ("DSRP Event Center and Outdoor Arena"). In this document, the City of Dripping Springs is referred to as the "City". The Dripping Springs Ranch Park Event Center Manager ("DSRP Manager") will be the contact for all events at the Dripping Springs Ranch Park Event Center and Outdoor Arena. Please contact the DSRP Manager for details.

DSRP EVENT CENTER DEFINITIONS

Event Center Facility Rental

Fee includes use of the large indoor arena, small arena, lights, announcer's booth, public address system, chutes, panels, warm up arena and common/ vendor areas; 12,000 sq. ft meeting space & 6,000 sq. Ft. meeting space, Concession Kitchen. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Large Indoor Arena Rental

Fee includes use of large indoor arena, lights, announcer's booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Small Indoor Arena Rental

Fee includes use of small indoor arena, lights, announcer's booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Large Special Event Room Rental

Fee includes the 12,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Small Special Event Room Rental

Fee includes the 6,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Vendor Hall/Front Porch Rental

Fee includes the 19,000 sq. ft. covered area in the Event Center is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Stalls

Stalls are available for rent at the Event Center. Any horse that remains at the facility overnight must be in a fee for use stall or tied up at the trailer or in a portable pen adjacent to your primitive camp site (Grounds fee will apply if tied adjacent to primitive camp site, in a portable pen or tied to trailer). Tying horses to the stalls is prohibited. Tying horses to your trailer at your RV campsite or erecting a portable pen at your RV campsite is prohibited. Tying or placing horses in any livestock pens, rough stock pens or cattle pens is prohibited. Rental period is 24 hours, noon to noon daily. Users may pay the fee at the Dripping Springs Ranch Park or may pay directly the Lessee/event holder who is responsible for remitting payment to the City. Using the stalls without renting this amenity will result in forfeiture of event deposit. DSRP requires that each stall have a minimum of 2 bags of shavings per stall. Shavings are not included in the stall rental price but are available for purchase at

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Dripping Springs Ranch Park. No outside shavings are allowed. Event Managers/Show managers have the option to do their own stall check-ins and remit payment to DSRP for stalls and shavings at DSRP rates.

RV Sites

Rental period is 2PM-10AM daily. Electricity and water are included in fee. Campers may pay the Ranch Park staff or the Lessee/event holder responsible for remitting payment to the City. Maximum stay is 7 days. Event Managers/Show managers have the option to do their own RV check-ins and remit payment to DSRP for RVs at DSRP rates.

Concession Stand Rental

The Concession stand is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Concession Kitchen Rental

The Concession Kitchen is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Tables and Chairs

The DSRP Event Center has a limited number of 8-foot-long rectangular tables and folding chairs available for rent during events.

Arena Prep

DSRP will provide personnel on site to prepare the arena dirt before the rental time period as needed. Cost is included in rental fee. Lessees who wish to work the dirt themselves during the event will be required to: 1) bring their own equipment; 2) attend a scheduled orientation with event center staff; 3) provide proof of \$1,000,000.00 of liability insurance coverage to cover personal and property injury/damages to, including but not limited to, any portion of the arena, including the base layer of the arena floor. All equipment brought in by outside parties must be approved by the event center staff prior to use in the arena. Said equipment should be well maintained and in good working order. The DSRP equipment is available for use during events for a fee. Before use each operator must be cleared by staff on equipment use and sign the DSRP Equipment Use Waiver.

OUTDOOR ARENA COMPLEX DEFINITIONS

Dripping Springs Ranch Park also has an outdoor arena available for rental. Amenities include the riding arena, a round pen, and arena lights.

Lessee

Person or entity leasing the Event Center and/or the Outdoor Arena (aka: event holder, show manager, etc.).

Outdoor Riding Arena & Round Pen Rental

The arena is 250 x 150 sq ft. This arena can be used in conjunction with events at the Event Center or as a standalone rental. The arena has lighting for evening use, announcer's booth, and public address system. An outdoor round pen is included in the rental of the riding arena for warm-up and training horses. The fee does not include any facilities not listed here. Additional Custodial Fees required.

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

POLICIES FOR USE: Dripping Springs Ranch Park Event Center & Outdoor Arena

1. **No GLASS** containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes all outdoor spaces. Failure for lessee and guests to comply with this policy will result in a \$500 fine and immediate cancellation of your event.
2. When renting the special event rooms or any other areas of the facility it is the event holder's responsibility to supervise all children. Persons under the age of 18 years authorized to be in a park facility must always be accompanied by an adult. The ratio of minors to adults shall be no less than one adult for every eight minors. Failure to follow these guidelines could result in immediate cancellation of event.
3. **Facility Rental Period:** Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Per hour rates are available to Full and Half day rentals.
4. **Multiple Day Events:** Parties booking for multiple day events will pay the 12-hour rate per day. Clean up must be done by 12:00 midnight of the last day of booking or the per hour charge will apply to additional clean-up time.
5. **Parties booking individual areas** of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions the entire Event Center must be reserved.
6. **No Sublease:** No subleasing of any area of the Dripping Springs Ranch Park Event Center or Outdoor Arena Complex is allowed, excluding vendors related to your event. The City requires knowledge of all the parties it deals with so it can assure that all parties are made aware of the requirements. An association or group that rents the arena and stalls and rents the stalls to its participants will not be considered as subleasing.
7. **Event Scheduling:** Bookings may be made up to eighteen (18) months in advance of the proposed event. Please contact the DSRP Manager for information and booking of the facilities. Reservations for the Outdoor Arena may be rescheduled or refunded due to weather conditions at the discretion of the City. Recurring events have the option to book multiple years in advance.
8. **Event Scheduling:** DSRP retains the right to refuse booking an event of a competing or similar nature within 45 days of an event already booked.
9. **Events with amplified music** must end at midnight and is restricted to 65 decibels or less. One hour will be given to clean up and exit after the event, but the music must end at midnight. Events with alcohol must cease alcohol consumption at midnight. If the premises are not vacated within the 1-hour clean up time, a per hour charge will be incurred. This 1-hour clean up time counts towards the 12 hour or 6 hour rental time frame.
10. **Payment:** A \$250 non-refundable deposit that credits toward your rental fees is due to reserve any dates. Remaining fees are due sixty (60) days prior to your event. The estimated charges are determined using the rental form that is completed prior to securing a confirmed date. If additional amenities or facilities are added or deleted at a later date, additional fees or refunds may apply. Events cancelled more than sixty (60) days prior to the first day/date of the scheduled event will receive a refund minus the \$250.00 deposit. Events cancelled between thirty (30) and sixty (60) days prior to the first day/date of the scheduled event will receive a fifty (50%) percent refund. Events cancelled less than thirty (30) days prior to the first scheduled day/date of the event will receive **NO** refund. A \$25.00 NSF fee will be assessed for all returned checks.
11. **Security Deposit:** A credit card must be placed on file as a security deposit. To avoid charges, Lessee agrees to leave the premises in as good or better condition than that which existed prior to their usage: such determination is at the sole discretion of the City. All trash must be disposed of properly.

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

City representative will conduct a walk-through of the premises with the Lessee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any damages and/or charges. Any damage repair incurred by the City will be charged to the card on file at actual cost.

12. **Insurance:** Event Lessee and any alcoholic beverage vendor must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City and DSRP as an additional insured, in the amount of \$1,000,000.00, insuring against any and all claims for personal injury, death, and/or property damage relating to the event and the Dripping Springs Ranch Park Event Center and Outdoor Arena.
13. **Indemnification:** City shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person or entity, for any injury to person or property on or about the DSRP Event Center and Outdoor Arena caused by the negligence or misconduct of Lessee, its employees, or agents. Lessee and all vendors shall indemnify City and hold City harmless from any loss, expense or claims arising out of any such injury.
14. **Alcoholic Beverages:** No sale of alcoholic beverages will be allowed at the DSRP Event Center and Outdoor Arena without the prior written approval of the City. Lessees and/or vendors selling alcoholic beverages must be a holder of a current/valid Texas Alcoholic Beverage Commission ("TABC") license and must provide the City a copy of said TABC license/permit a minimum of two (2) business days prior to the event.
15. **Security and Emergency Medical Services ("EMS"):** Lessee shall be solely responsible for providing a reasonable number of Security and EMS personnel, at the City's discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. Lessee shall be responsible for the actions and safety of Lessee or any of Lessee's guests, patrons, or anyone on or around the DSRP Event Center and Outdoor Arena premises as a result of the event, including without limitation protecting such persons from injury or death and protecting Lessee's and City's property or the property of such persons, including any vendors, from loss or damage. Lessee shall arrange for such security and EMS personnel at its own expense and advise the City of actions taken. The City must approve the Lessee plan for security and safety a minimum of three (3) business days before the first day/date of the event. The event cannot take place without prior written approval from the City.

Emergency Medical Technicians are required at each event where there is a substantial risk of injury to the contestants or audience. Need is determined on an event by event basis by Staff. Securing and/or notifying EMT and Paramedics is the responsibility of the event holder.

The establishment of Security requirements for an event will be determined by Staff. These guidelines are established for the protection of life and property while events are in progress and may include officers before, during or after events. All security officers will be arranged for and managed by the event holder. Security and/or Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See below for guidelines-final plan must be approved by Staff.

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All Events with alcohol must have security present. Events with up to 250 attendees must have one licensed security personnel. 250-500 attendees require 2 licensed security personnel. Attendance of over 500 persons requires 3 licensed security personnel.

Other events may be required to have security, even if no alcohol is served or consumed, depending on attendance and type of event.

17. **Release of Liability Waivers:** The Lessee is responsible for copying waivers and obtaining signatures from each participant prior to participation in the event. Signed waivers must be returned to Dripping Springs Ranch Park Staff no later than seven (7) business days after an event is completed. A copy of the City's waiver may be obtained from Dripping Springs Ranch Park or on the Ranch Park's website.
18. **Special Event Food Vendors:** Special events that will have food vendors must obtain a Special Events Food Vendor permit from the City of Dripping Springs. Please contact Kyle DeHart, City of Dripping Springs Environmental Health & City Inspector for more information.
19. **Concessions:** Please contact dsrpinfo@cityofdrippingsprings.com to inquire about concessions availability.
20. **Overnight RV Camping:** Overnight RV camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP Staff or the Lessee/event manager responsible for remitting payment to the City. There is a Dump Station on the property available for use with paid RV Fee. There is no discharge of grey water on the property and spills at the Dump Station will be the responsibility of the RV owner.
21. **Overnight Primitive Camping:** Overnight primitive camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP staff or the Lessee/event manager responsible for remitting payment to the City. Please note that the Park does not have electrical hook-ups for campers.
22. **Toilets:** The Event Center houses sixteen women's toilets, nine men's toilets and three urinals. The new addition houses eight women's toilets, five men's toilets and three urinals. There is one portable toilet available for the Outdoor Arena. In cases where the existing restroom facilities will be inadequate, the Lessee is responsible for renting additional toilets. Please see guidelines.

Special Event Toilet Calculator

Number of Hours	Maximum Attendance*										
	100	250	500	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000
1	1	2	2	3	4	10	10	12	17	20	24
2	1	2	3	4	8	12	16	20	27	32	39
3	1	2	3	5	10	15	19	24	34	38	47
4	1	2	4	6	11	16	22	27	38	41	54
5	2	2	4	6	12	18	24	29	41	42	58
6	2	3	4	7	13	18	25	31	42	46	62
7	2	3	4	7	13	19	25	32	46	46	64
8	2	3	4	7	14	20	27	33	46	46	66

*If alcohol is being served, we recommend increasing the number of restrooms for your event. Please keep in mind that this is an estimated number of restrooms needed. You may need more, or less depending on your specific needs.

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 PHONE: 512-894-2390

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
 DRIPPING SPRINGS, TEXAS 78620
 MAILING ADDRESS: PO Box 384
 DRIPPING SPRINGS, TEXAS 78620

DRIPPING SPRINGS
**RANCH
 PARK**

DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

24. **Parking:** Parking at DSRP event center is free to Lessee and its participants. The City may choose to charge for parking at other hosted events. If your event attendance is expected to be exceed 500 attendees, Lessee will be required to submit a parking plan to DSRP management no later than 30 days prior to event. Parking Plans, parking requirements or parking lot attendants may be required, and this determination is at the sole discretion of DSRP management.
25. **Equipment:** Show production equipment provided by the Lessee must be removed by Lessee from the arena or other fields no later than end of rental period. All City equipment such as orange cones or other equipment provided by the City must be returned to original placement following use. All leasable equipment is noted on the Rate Schedule. DSRP can arrange for additional equipment or services through outside sources at rates to be quoted upon request.
26. **Orange Cones:** If Available the City will have, free of charge, 36" tall orange traffic cones should the Lessee request them for an event. Lessee is responsible for notifying the City at least five days prior to event, providing the number of cones needed. Lessee is also responsible for placing cones where needed and returning them to their original location. Lost/damaged cones will be replaced at Lessee expense.
27. **Coggins Lab Accession Log:** Lessee is required to comply with the Texas Animal Health Control ("TAHC") regulations. Current Coggins Lab Accessions are required for all horses on DSRP property.
28. **General Park Rules:** General park rules for the City apply at the DSRP Event Center and Outdoor Arena. Campfires, glass containers, or fireworks are NOT permitted at the DSRP Event Center and Outdoor Arena complex or in the general park area. If you have questions about other general park rules, please refer to the Parks link on the City of Dripping Springs website at www.cityofdrippingsprings.com or contact City Hall at 512-858-4725.
29. **No alterations of any structure** will be allowed and there will be no glue, wire, screws, or nails attached to or embedded into the walls or ceilings for any reason.
30. **No signs or banners** shall be placed in the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign.
31. It is the responsibility of the Lessee to remove all event related items (i.e. banners, signs, decorations, etc.) at the end of the event. DSRP will not be responsible for any items left behind.
32. **No smoking on or around** the DSRP Event Center and Outdoor Arena.
33. No alcoholic beverages permitted on or around the DSRP Event Center and Outdoor Arena unless: (a) purchased on site from approved vendor possessing appropriate licensing from TABC, or (b) provided free of charge by a Lessee to invited guests at a private function that is not open to the general public.
34. **Dogs must be on leash at all times** on or around the DSRP Event Center and Outdoor Arena. Owners must pick up after dogs or may be asked to leave the premises.
35. **Special Needs:** If you find that your event requires services or has needs not addressed in this document or rental forms, please contact the DSRP Manager to discuss.
36. **Planning Setups (Floor Plans):** DSRP staff will assist with arrangements for set up of your event. This assistance includes helping you plan the floor plans and layout for your event. All efforts will be made to ensure no detail is overlooked.
37. **Floor Plan, layout, dirt needs & electrical needs and parking plan:** The floor plan, event layout, dirt needs and electrical need and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting layout and electrical needs. Changes made after this 30-day deadline may result in additional fees.
38. **DSRP has wifi internet available.** A password is required for access.
39. **Please keep DSRP staff informed of any deliveries** for your event. DSRP cannot accept responsibility for liability or loss. Lessees must arrange for security for items shipped in advance. DSRP does not arrange return shipping for any item, this is the Lessees responsibility.

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

41. **DSRP will provide trashcans and liners for events.** Lessee is responsible for utilizing these cans throughout your event. Your custodial fee covers staff changing out trash throughout your event. All bulk trash items must be removed by Lessee. If not removed and disposed of an additional clean up fee may be assessed.
42. **The DSRP Lobby is not a rental space.** It is common area which serves as the entrance and restroom access for concurrent events. No Lessee will be permitted to conduct events in the Lobby that would interfere with other events occurring within DSRP.
43. **Any space is rented as is; 'four walls';** any changes or modifications could result in additional fees. Please refer to fee schedule. Personnel necessary for normal building operations will be on duty. If additional staff is needed for your event there will be additional staff fees.
44. **Each event will have a designated spokesperson.** Any communications before and during the event must come through the designated spokesperson.

****Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, Indoor/Outdoor Arenas, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions, the entire Event Center must be reserved.**

To ensure no other events will take place during your event, you must book the entire Event Center.

The floor plan, event layout, dirt needs, electrical needs and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting floor plan, event layout, dirt needs, electrical needs and parking needs. Changes made after this 30 day deadline may result in additional fees.

The decision as to whether or not a proposed event or activity is appropriate for the desired space at the Dripping Springs Ranch Park and Event Center rests with the DSRP Manager.

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

EVENT NAME: Goat Couture

FEES

EVENT DATE: 09/09/23

Rental Space(s) Requested

Just

- Entire DSRP Park
- Entire DSRP Facility
- Main Indoor Arena
- Exhibit Hall

- Main Event Room Main
- Concession Kitchen
- Livestock Arena-New Expansion
- Small Event Room-New Expansion

- Catering Kitchen-New Expansion
- Outdoor Arena
- Outdoor Trails
- Field (4 total) How many?

\$250 Non-refundable deposit is due to reserve dates. Full payment due ninety (90) days prior to the event.

\$1,924.50

RENTAL SPACE FEE AMOUNT: VH \$300 + VHC \$150 + CK \$225 + CKC \$150 + A \$1075 + AC \$350

ADD ONS & FEES: Stage \$50. + Staff labor TBD

TOTAL RENTAL FEES: \$2400.00 BALANCE DUE ON RENTAL FEES: \$2150.00

REFUNDABLE DEPOSIT DUE: \$500
\$250. paid by cc 5/9/23

Please read and initial/date below:

Initial: nc Date 3/19/23 I have read and understand the policies, terms and conditions on the preceding pages required for rental of the park.

Initial: nc Date 3/19/23 I understand that failure to comply with any of the policies, terms and conditions outlined in this agreement could result in forfeiture of my rental date, rental fees, security deposit and possible fines.

Initial: nc Date 3/19/23 Damages to the rental space, facilities or any part of Dripping Springs Ranch Park Property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.

Initial: nc Date 3/19/23 Other fees may be assessed on an event basis depending on special requirements and requests from lessee.

WWW.DRIPPINGSRINGSRANHPARK.COM

PHONE: 512-894-2390

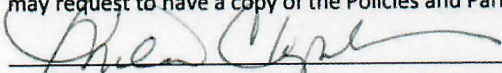
PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

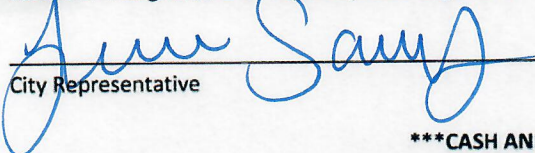
Please read and sign below:

I have read and agree to the terms and conditions stated in the Policies and General Park Rules for the Dripping Springs Ranch Park and Event Center and/or Outdoor Arena Complex, and Ranch House/Grounds and do hereby request the use of the facilities as outlined in this Agreement. As the authorized event agent, I shall be the responsible contact for my group, organization, membership, and/or event. Lessee hereby agrees to indemnify and hold harmless the City of Dripping Springs, and its officers and employees from and against any and all liabilities for any injury to person or property which may be suffered by me or by my party arising out of or in any way connected with participation in the rental noted above. By signing below, I declare I have read, understand, and agree to abide by the existing said Policies and Park Rules. I understand that I may request to have a copy of the Policies and Park Rules for my possession.



Lessee or Designated Event Spokesperson Signature

3/19/23
Date Signed



City Representative

5/9/23
Date Signed

CASH AND CHECKS ARE ACCEPTED

Please make checks payable to: DSRP; and hand deliver to 1042 Event Center Drive, Dripping Springs, Texas 78620 OR mail to DSRP, PO Box 384, Dripping Springs, Texas 78620. Contact DSRP Manager for more information.

Teri Sanders, DSRP Facility Rental Coordinator, tsanders@cityofdrippingsprings.com

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Contract Cover Sheet

Contract Number	ELL08152023 <i>Use first three letters of contractor and date of approval. Ex: contract approved for <u>HDR</u> on <u>Jan.18, 2022</u> the Contract number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.</i>
Contractor with Contact Information	Elliott Electric Supply <i>Company:</i> Purcell Electric/Todd Purcell <i>POC:</i>
	P.O. Box 508 Dripping Springs, Texas 78620 <i>Address:</i>
	737-317-5073 <i>Phone Number:</i>
Effective Date	Upon Execution.
Termination Date	Upon delivery of fixtures and bulbs.
Renewal/ Termination Notice Date	None.
Bid/Quotes/ Budgeted	Emergency Purchase for: (1) Health and Safety; and (2) Emergency Shelter (DSRP) repaired.
Finance Review	Budget Amendment has been passed.
Contract Amount	\$59,797.00
Department	Parks/DSRP
Reporting Requirements	<i>Insurance Certificate:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA
	<i>Conflict Disclosure:</i> <input type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>1295 Reporting:</i> <input type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>Other Reporting Requirements:</i>
Council Meeting Date (if applicable)	August 15, 2023



ELLIOTT ELECTRIC SUPPLY

P.O. Box 206524, Dallas, TX 75320-6524
www.ElliottElectric.com

Quote #173-16615

4955 BELL SPRINGS RD UNIT 9
DRIPPING SPRINGS, TX 78620
737-317-5073

Item 10.

Customer Account: (6175988)	Ship To Information:	Customer Phone: 512-829-8219	Customer Job/PO: RANCH PARK FIXTURES
PURCELL ELECTRIC INC (98)	PURCELL ELECTRIC INC (98)		
ATTN - TODD PURCELL	395 E MT GAINOR RD		
P O BOX 508	DRIPPING SPRINGS, TX 78620		
DRIPPING SPRINGS, TX 78620-0508			

• ATTENTION: Do Not Deliver From This Document!

Salesman: **Jasek, Jacob** Invoice Date: **6/15/2023** Date and Time Printed: **6/15/2023 8:43:21 AM**

Item Number	Quote Quantity	Catalog Number	Vendor Code	Description	Price	Unit Code	Extended Price
1	1	LOTPRICING	ETL	LEGACY23-91890-1	\$ 59,797.00	E	\$ 59,797.00 T
							Sub Total: \$ 59,797.00
							Tax: \$ 4,933.25
							Total: \$ 64,730.25

200

Project		Catalog #		Type	
Prepared by		Notes		Date	



Metalux

UHBS Selectable High Bay

LED Round High Bay with Selectable CCT and Lumen

Typical Applications

Industrial • Commercial • Retail • Manufacturing • Warehouse • Gymnasium ⁽¹⁾
 • Multi-purpose • Grocery • High Bay / Low Bay Applications

Note: (1) Rigid Stem mount not recommended for use in gymnasiums.

Interactive Menu

- Energy and Performance Data [page 2](#)
- Accessories [page 2](#)
- Photometric Data [page 3](#)
- Sensor Coverage [page 4](#)
- Product Warranty

Product Certification



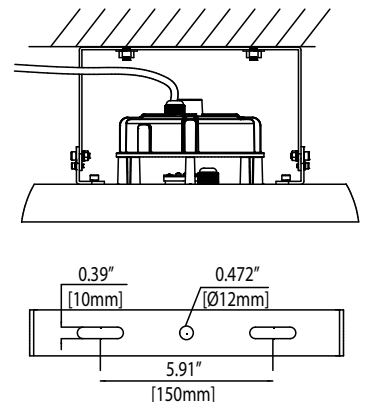
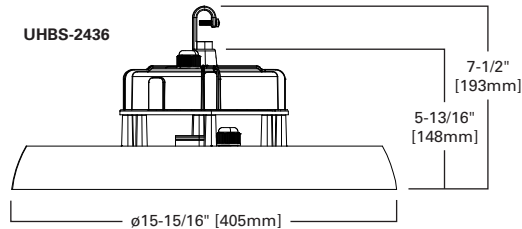
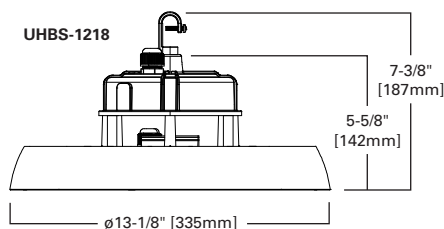
Product Features



Top Product Features

- Selectable Lumen/Power performance packages
- 4000K/5000K Selectable CCT color
- Sensor ready port for quick plug and play install
- Compact, 13" and 15" round die cast aluminum housing
- 120-347 volt operating range
- 0-10V dimming control down to 10%
- IK08 lens with IP65 rated lens and driver enclosure

Dimensional and Mounting Details



Energy and Performance Data

Default CCT/Lumen Setting: 4000K / High Power

Catalog#	UPC	Voltage	Lumen Setting	Nominal CCT	CRI	120V			277V			347V		
						Nominal Lumens	Watts	Efficacy (lm/W)	Nominal Lumens	Watts	Efficacy (lm/W)	Nominal Lumens	Watts	Efficacy (lm/W)
UHBS-1218-MV-L84050-U	080083256471	120-347V	Low	4000K	82	13134	82.0	160	12966	81.3	159	12896	81.3	159
				5000K	82	13264	82.4	161	13053	81.6	160	13037	81.7	160
			Medium	4000K	82	16168	105.1	154	15952	102.1	156	15886	101.9	156
				5000K	82	16265	105.5	154	16045	102.6	156	15976	102.4	156
			High	4000K	82	18353	120.1	153	18567	122.0	152	18550	122.0	152
				5000K	82	18402	120.7	152	18728	123.0	152	18669	122.6	152
UHBS-2436-MV-L84050-U	080083256488	120-347V	Low	4000K	82	24825	152.8	162	24765	149.8	165	24617	149.4	165
				5000K	82	24998	153.8	163	24867	150.3	165	24827	150.4	165
			Medium	4000K	82	31056	202.3	154	31275	196.2	159	30998	194.2	160
				5000K	82	31162	201.6	155	31313	195.4	160	31011	195.1	159
			High	4000K	82	36952	244.2	151	36216	235.0	154	36117	234.5	154
				5000K	82	37167	245.5	151	36462	236.6	154	36189	235.5	154
UHBS-1218-MV-L84050-BLK	080083272341	120-347V	Low	4000K	82	13031	84.2	155	12965	84.2	154	12905	84.2	153
				5000K	82	13064	84.0	156	12997	84.0	155	12937	84.0	154
			Medium	4000K	82	15487	103.3	150	15408	103.3	149	15337	103.3	148
				5000K	82	15512	103.1	150	15433	103.1	150	15362	103.1	149
			High	4000K	82	17914	123.9	145	17823	123.9	144	17740	123.9	143
				5000K	82	17938	123.4	145	17847	123.4	145	17764	123.4	144
UHBS-2436-MV-L84050-BLK	080083272365	120-347V	Low	4000K	82	23607	147.1	160	23487	147.1	160	23378	147.1	159
				5000K	82	23468	146.9	160	23348	146.9	159	23240	146.9	158
			Medium	4000K	82	29800	194.8	153	29648	194.8	152	29511	194.8	152
				5000K	82	29619	194.5	152	29468	194.5	152	29332	194.5	151
			High	4000K	82	35098	239.8	146	34919	239.8	146	34758	239.8	145
				5000K	82	34931	239.5	146	34753	239.5	145	34592	239.5	144

Notes: Color correction factor for black fixture is 0.96

Lumen Maintenance

Ambient Temperature	TM-21 Lumen Maintenance (60,000 hours)	Theoretical L70 (hours)
25°C	> 91%	> 218,000

Ambient Ratings

Lumen Package	Ambient Rating
UHBS-1218	50C
UHBS-2436	50C

Energy Data

Input Watts:
UHBS-1218 = 80/100/120W
UHBS-2436 = 150/200/240W

Shipping Data

Catalog No.	Wt.
UHBS-1218	8 lbs.
UHBS-2436	11.3 lbs.

Operating Temp. -40 to 50C

Product Specifications

Construction

- Diecast aluminum housing and heatsink for durability
- Polycarbonate lens seals LED for IP65 rating
- Lens is IK08 rated

Electrical

- Long-life LED system with electronic driver for optimal performance
- Selectable power switch for 3 levels of lumen output per model
- Selectable color switch provides 4000 or 5000K CCT at CRI >82
- Multi-volt 120 through 347V operation
- 0-10V dimming, 10% standard
- 7ft (86") long power and dimming cord provided for easier installation
- Integral 4K surge protector
- Operating temperature of -40°C to 50°C
- Default CCT/Lumen setting is 4000K and High Power

Optics

- Medium distribution standard

Mounting

- Mounting hook included
- Designed for suspension mounting with 1/2" threaded hub
- Available ADAPTHUB accessory for 3/4" NPS threaded stem

Compliance

- cULus listed for wet location
- NEMA 4X, IP65 rated
- IESNA LM-79 and LM-80 standards compliant
- Qualifies as State of California Title 24 non-residential high efficiency luminaire
- FCC part 15 class A compliant
- DesignLights Consortium® Qualified and classified for DLC Premium, refer to www.designlights.org for details.
- Only the UHBS with Black Finish is NSF rated; Splash, Non-Food Zone - Typical rating for lighting equipment not subjected to direct food contact.

Sensor

- Plug and play low-voltage sensor accessory available
- Sensor installs directly to integral fixture port
- PIR motion sensor with 0-10V control
- Wet location and IP65 rated
- Up to 50ft mounting height
- Sensor remote control must be ordered separately

Emergency Pack Option

- 120-347V universal input remote emergency driver accessory available
- Field installed EM driver wires directly to fixture
- 90-minute batteries provide constant power to the LED system
- Test switch/indicator button can be tested safely from the ground using remote control
- EM remote control included with accessory
- Accessory comes with grommets and mounting hardware, see EM driver spec sheet.

Finish

- White or black polyester powder coat finish painted after fabrication

Warranty

- Five year limited warranty

Accessories List

Catalog Number	Description	Unit Carton UPC
UHBS-SMB	UHBS Surf Mnt Brkt for 13"/15" Model	080083273263
UHBS-SMB-BLK	UHBS Surf Mnt Black Finish	coming soon
UHBS-CLR13	UHBS 13 Clear PC Reflector	080083273300
UHBS-CLR15	UHBS 15 Clear PC Reflector	080083273317
UHBS-ALR13	UHBS 13 Aluminum Reflector	080083273324
UHBS-ALR15	UHBS 15 Aluminum Reflector	080083273331
UHBS-WG13 ⁽²⁾	UHBS 13 dia. Wire Guard	080083273348
UHBS-WG15 ⁽²⁾	UHBS 15 dia. Wire Guard	080083273355
UHBS-CDL13 ⁽³⁾	UHBS 13 Clear Lens Cover & Clamp	080083273362
UHBS-CDL15 ⁽³⁾	UHBS 15 Clear Lens Cover & Clamp	080083273379
EBP-RM40R ⁽⁶⁾	40W Emergency Driver, Remote Mount 120-347V White w/ remote included	080083259496
UHBS-SENSOR PK ⁽⁶⁾	PIR Sensor 360 Lens 60FT MH Kit	080083257898
UHBS SENSOR REMOTE	UHBS Sensor Remote Control	080083260249
UHBS-ADAPHUB ⁽⁴⁾	UHBS Adapter HUB-3/4NPS	080083259830
UHBS-ADAPHUB-BLK	UHBS Adapter Hub Black Finish	coming soon
UHBS-SC7 ⁽⁵⁾	UHBS Safety Cable 7FT long with Clip	080083259854
UHBS RING	UHBS Ring Mount Accessory	080083260225

Notes: (2) Installs directly to fixture only. (3) Fits onto clear PC reflector only. Do not attach directly to the fixture. (4) Rigid mount not for use in gymnasiums. (5) The Safety Cable accessory shall be utilized only as a secondary safety and not the primary means of mounting. (6) To meet state and local codes, EBP cannot be used with UHBS with sensor or with UHBS sensor accessory. (7) Also available in black finish.



ALR
Aluminum Reflector



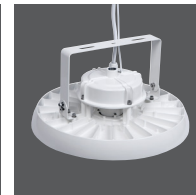
CLR
Clear Reflector



CDL
Clear Lens Cover



WG
Wireguard



SMB ⁽⁷⁾
Surface Mount Bracket



ADAPHUB ⁽⁷⁾
3/4 NPS Hub adapter



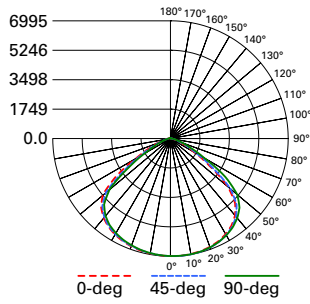
SENSOR ⁽⁶⁾
Plug in sensor



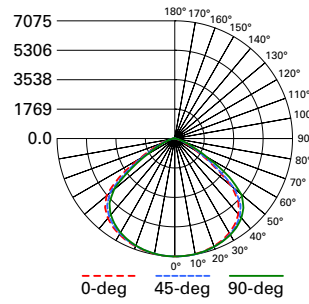
EBP-RM40R ⁽⁶⁾
Field installed Remote EM

Photometric Data

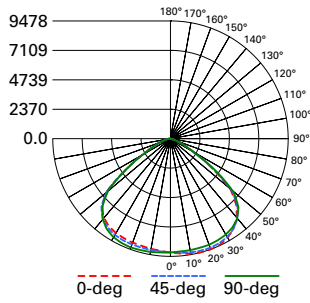
[View IES files](#)



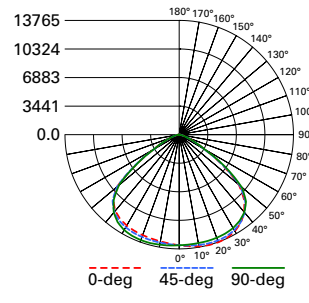
UHBS-18-MV-L840-U-277
 Electronic Driver
 Round Select LED 4000K
 Spacing criterion: (H) 1.4 x mounting height, (L) 1.4 x mounting height
 Lumens: 18567
 Input Watts: 122W
 Efficacy: 152.2 LPW
 Test Report: UHBS-18-MV-L840-U-277.IES



UHBS-18-MV-L850-U-277
 Electronic Driver
 Round Select LED 5000K
 Spacing criterion: (H) 1.4 x mounting height, (L) 1.4 x mounting height
 Lumens: 18728
 Input Watts: 123W
 Efficacy: 152.3 LPW
 Test Report: UHBS-18-MV-L850-U-277.IES

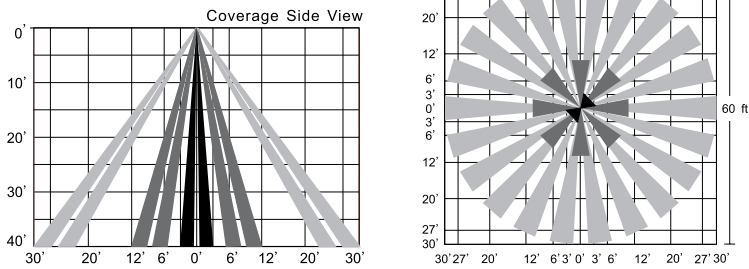


UHBS-24-MV-L840-U-277
 Electronic Driver
 Round Select LED 4000K
 Spacing criterion: (H) 1.45 x mounting height, (L) 1.46 x mounting height
 Lumens: 24765
 Input Watts: 149.8W
 Efficacy: 165.3 LPW
 Test Report: UHBS-24-MV-L840-U-277.IES



UHBS-36-MV-L840-U-277
 Electronic Driver
 Round Select LED 4000K
 Spacing criterion: (H) 1.45 x mounting height, (L) 1.46 x mounting height
 Lumens: 36216
 Input Watts: 235W
 Efficacy: 154.1 LPW
 Test Report: UHBS-36-MV-L840-U-277.IES

Sensor Coverage



Sensor Specifications

Power supply	12V-24V DC, >30mA
Dim control output	0-10V, max. 25mA sinking current
Remote range	50ft. (15m) indoor, no backlight
Dim control output	0-10V
Detection radius	20% / 50% / 75% / 100% (1-8m)
Mounting height	Up to 50ft (15.25 m)
Time setting	10s / 1 min / 5 min / 10 min / 15 min / 20 min / 30 min / 60 min
Light-control	24H / 10 LUX / 30 LUX / 50 LUX
Sensor Operating Temp.	-40°F ~+ 158°F (-40°C ~+ 70°C)
IP rating	IP65

Notes: Warm up time 40 sec after sensor first receives input power. Fixture will stay on 40 seconds then work move to default mode.

Any setting changed by sensor remote control (order remote separately), will led lights on remote to turn on and off to confirm. See sensor instruction sheet on UHBS product page found on www.cooperlighting.com

Sensor Modes

	Brightness	Sensitivity	Hold Time	Daylight Sensor	Stand-by Dim	Stand-by Period
MODE 1 (Default)	100%	75%	5 min	Disabled	30%	30 min
MODE 2	100%	75%	1 min	Disabled	30%	∞
MODE 3	100%	75%	5 min	30LUX	30%	30 min
MODE 4	100%	75%	1 min	(30LUX/300LUX)	30%	∞

Project		Catalog #		Type	
Prepared by		Notes		Date	



Metalux

NWS Selectable Wrap

LED Wraparound with Selectable Lumens and CCT

Typical Applications

• Offices • Education • Healthcare • Retail

Interactive Menu

- Order Information [page 2](#)
- Product Specifications [page 3](#)
- Product Warranty

Product Certification



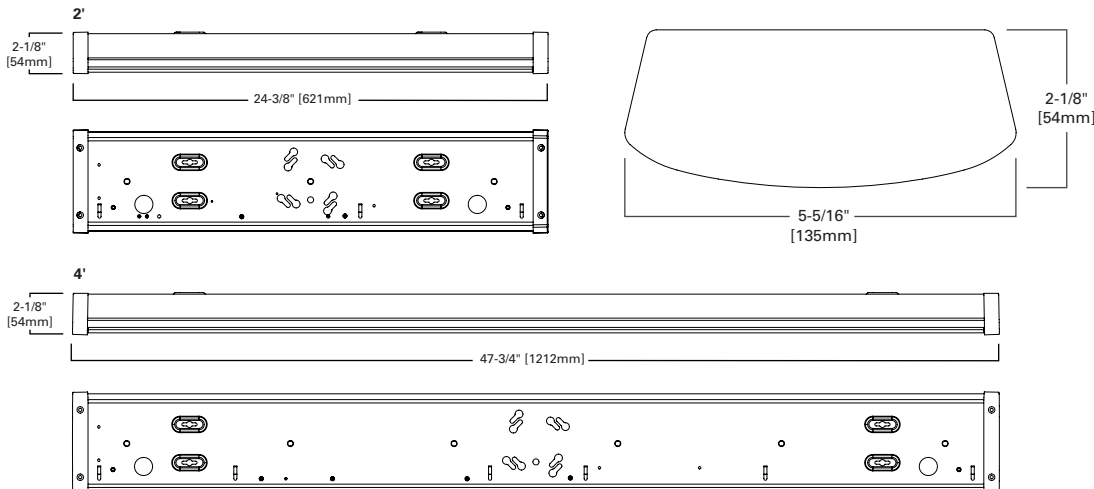
Product Features



Top Product Features

- Selectable CCT 3500K, 4000K, 5000K and selectable lumens up from 2,000-5,200 lumens
- Up to 143 lm/w efficiency, ideal for replacing two or three lamp fluorescent wraparounds (up to 96W equivalent)
- 0-10V dimming standard with 120-277V UNV
- Phase cut 120V triac dimming with "R" ordering option
- Suitable for ceiling, wall, or suspension mounting and row mounting
- DLC 5.1 Compliant
- Optional integrated microwave motion sensor (MS) available for 4' type

Dimensional and Mounting Details



Order Information and Performance Data

Default CCT/Lumen Setting: 4000K / Med Power

Size	Catalog Number	UPC	Volt	Sensor	Lumen Setting	Nominal CCT	CRI	Delivered Nominal Lumens	Watts	Efficacy (lm/W)	Wt.	Units per Pallet
2 ft	2NWS3C3-UNV	080083257485	120-277V	NO	High	3500K	82	2,522	21.8	116	3.1 lbs.	224
						4000K	82	2,679	21.0	128		
						5000K	82	2,574	21.7	119		
					Medium	3500K	82	2,266	18.0	126		
						4000K	82	2,366	17.5	135		
						5000K	82	2,294	18.1	127		
					Low	3500K	82	2,009	15.8	127		
						4000K	82	2,087	15.3	136		
						5000K	82	2,032	15.8	128		
4ft	4NWS3C3-UNV	080083257522	120-277V	NO	High	3500K	82	4,937	40.6	122	4.6 lbs.	112
						4000K	82	5,272	38.9	136		
						5000K	82	5,010	40.7	123		
					Medium	3500K	82	4,324	33.1	130		
						4000K	82	4,498	31.8	141		
						5000K	82	4,357	33.2	131		
					Low	3500K	82	3,800	28.5	133		
						4000K	82	3,930	27.5	143		
						5000K	82	3,822	28.5	134		
4ft	4NWS3C3MS-UNV	080083257607	120-277V	YES	High	3500K	82	4,851	38.9	125	4.6 lbs.	112
						4000K	82	5,016	37.7	133		
						5000K	82	4,872	38.8	126		
					Medium	3500K	82	4,145	32.7	127		
						4000K	82	4,285	31.7	135		
						5000K	82	4,216	32.5	130		
					Low	3500K	82	3,675	28.7	128		
						4000K	82	3,766	27.8	135		
						5000K	82	3,729	28.5	131		
4ft	4NW35C3R	080083257447	120V	NO	3500L	3000K	82	3,830	35.8	107		
						3500K	82	4,124	34.0	121		
						4000K	82	3,954	35.5	111		

Accessories

Accessories (Order Separately)

EBPLED7W=User Installed, Remote Mount, 7 Watt LED Emergency Battery Pack
 EBPLED14W=User Installed, Remote Mount, 14 Watt LED Emergency Battery Pack
 Y-TOGGLE-10 2PK=(2) Y-Toggle Cable Kits at 10FT long

Load Data

	2'	4'
PF	>=0.98	>=0.98
THD%	<20%	<20%
Low Temp Start	-20	-20

Shipping Data

Catalog Base	Wt.	Units per Pallet
2NW	3.1 lbs.	224
4NW	4.6 lbs.	112

Product Specifications

Construction

- Cold rolled steel die form housing with finished ends
- Post painted with high gloss white powder coating
- High-impact plastic end caps

Shielding

- Smooth white lens provides glare-free performance
- Standard LED blended for wide area coverage
- Replaces 2 or 3-lamp fluorescents up to 96W

Installation

- Surface (wall or ceiling) mount via junction box or direct to surface
- Suspension mount capable using standard V-hook or Y-toggle mounting kits

Electrical

- Projected life of L70 at 50,000 hours
- Efficacy up to 143 lm/W
- Phase cut dimming down to 10% (120V)
- 0-10V dimming down to 10% for UNV skus (120-277V)
- User installed, remote mount, 7 & 14 Watt LED emergency battery pack options are available
- Default CCT/Lumen setting is 4000K and Med Power

Compliance

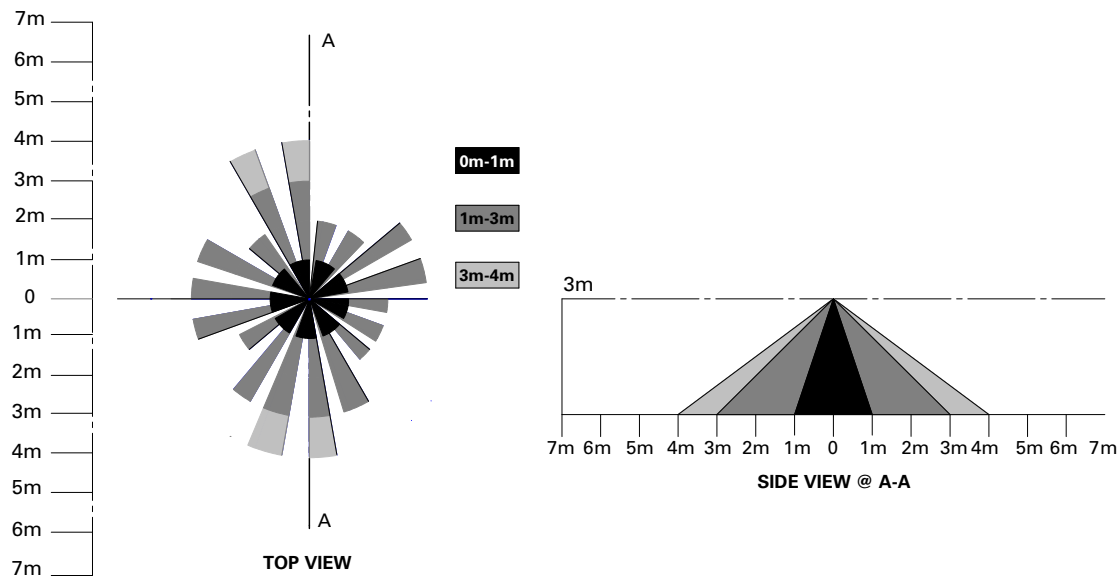
- UL/cUL listed for damp location
- Rated for -4F (-20C) to 104F (40C) ambient operating temperatures
- Meets FCC Part 15 Class B requirements
- RoHS compliant
- LED complies with IESNA LM-79 and LM-80
- ENERGY STAR® Certified luminaire (For 120V sku only) - consult ENERGY STAR® Certified Product List
- DLC 5.1 Standard Qualified

Limited Warranty

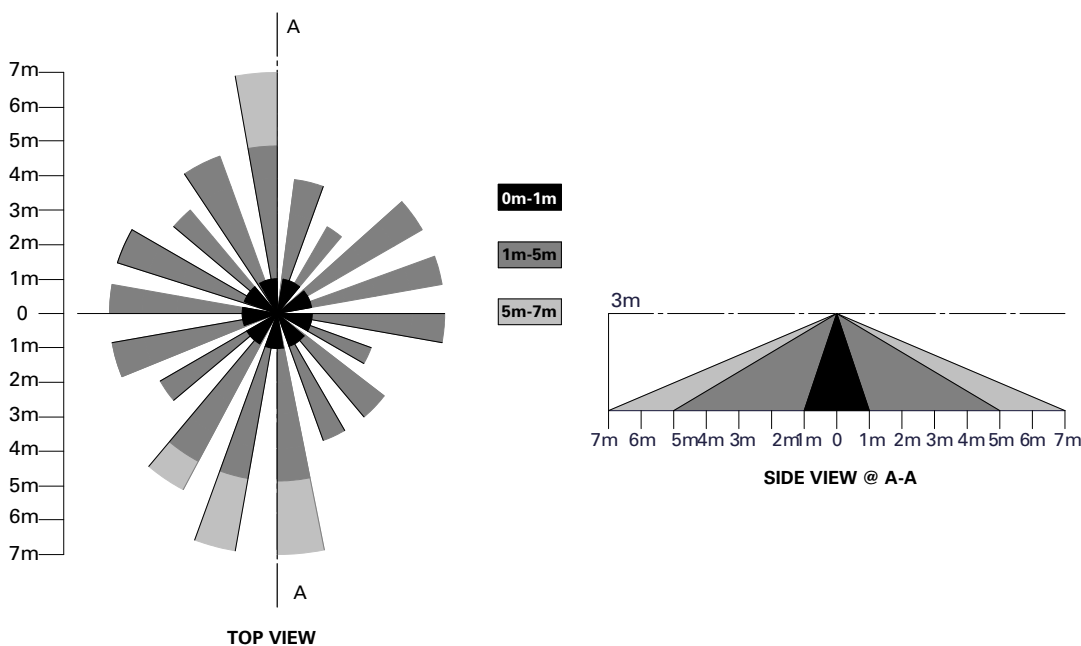
- Five year limited warranty

Sensor Coverage ("MS" SKU Designation)

NWS SENSOR DETECTION 50% COVERAGE

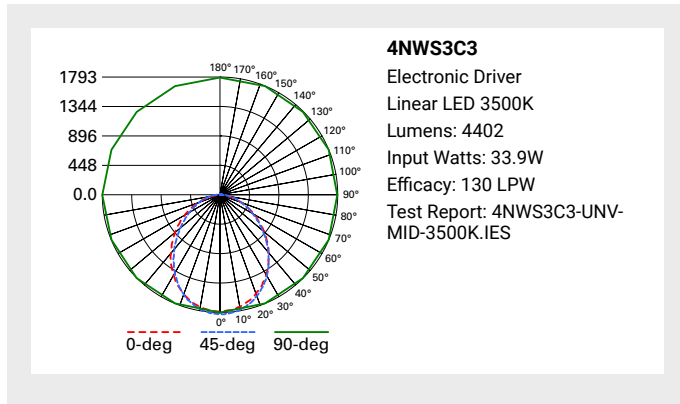
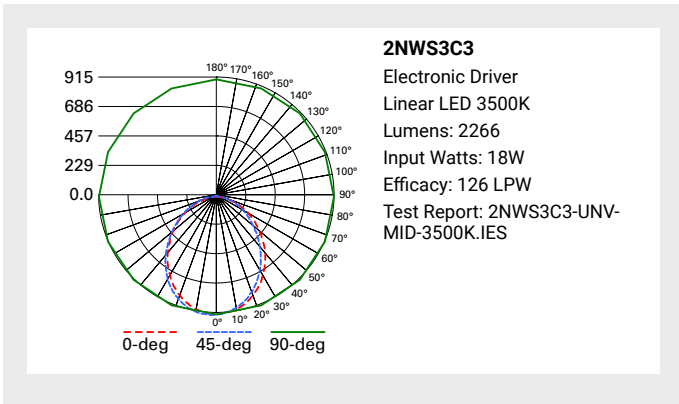


NWS SENSOR DETECTION 100% COVERAGE



Photometric Data

[View IES files](#)



Symbol	Label	QTY	Manufacturer	Catalog	Description	LLF	LUMEN OUTPUT	COLOR TEMP	DIM	WATTAGE
	A	75	METALUX	4NWS3C3-UVV	4' surface mount field selectable lumen output & color temp	0.9	4144	4000K	0-10V	33
	AEM	12	METALUX	4NWS3C3-UVV / EBPLED	4' surface mount field selectable lumen output, color temp & battery pack	0.9	4144	4000K	0-10V	33
	B	40	METALUX	UHBS-1218-MV-LB4050-U	Industrial highbay w/ field selectable lumen output & color temp	0.9	15952	4000K	0-10V	102
	BEM	20	METALUX	UHBS-1218-MV-LB4050-U / EBP-RM40R	Industrial highbay w/ field selectable lumen output, color temp & emergency battery pack	0.9	15952	4000K	0-10V	102
	C	50	METALUX	UHBS-2436-MV-LB4050-U	Industrial highbay w/ field selectable lumen output & color temp	0.9	24765	4000K	0-10V	150
	CEM	18	METALUX	UHBS-2436-MV-LB4050-U / EBP-RM40R	Industrial highbay w/ field selectable lumen output, color temp & emergency battery pack	0.9	24765	4000K	0-10V	150
	D	116	METALUX	UHBS-2436-MV-LB4050-U	Industrial highbay w/ field selectable lumen output & color temp	0.9	36216	4000K	0-10V	235
	DEM	18	METALUX	UHBS-2436-MV-LB4050-U / EBP-RM40R	Industrial highbay w/ field selectable lumen output, color temp & emergency battery pack	0.9	36216	4000K	0-10V	235
	F	34	METALUX	UHBS-1218-MV-LB4050-U	Industrial highbay w/ field selectable lumen output & color temp	0.9	12966	4000K	0-10V	82
	FEM	6	METALUX	UHBS-1218-MV-LB4050-U / EBP-RM40R	Industrial highbay w/ field selectable lumen output, color temp & emergency battery pack	0.9	12966	4000K	0-10V	82

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
BELOW BROADCAST BOOTHS	+	27 fc	52 fc	16 fc	3.3:1	1.7:1
COMMUNITY ROOM	+	38 fc	46 fc	20 fc	2.3:1	1.9:1
KITCHEN TYPICAL	+	37 fc	54 fc	19 fc	2.8:1	1.9:1
LOBBY	+	28 fc	45 fc	12 fc	3.8:1	2.3:1
RR TYPICAL	+	37 fc	48 fc	18 fc	2.7:1	2.1:1
STALLS	+	27 fc	44 fc	13 fc	3.4:1	2.1:1
STANDS	+	44 fc	55 fc	18 fc	3.1:1	2.4:1
TICKETS	+	23 fc	31 fc	15 fc	2.1:1	1.5:1
ARENA	+	63 fc	100 fc	19 fc	5.3:1	3.3:1

Table A-1. Recommended Illuminance Criteria for Indoor Sports and Recreation Areas

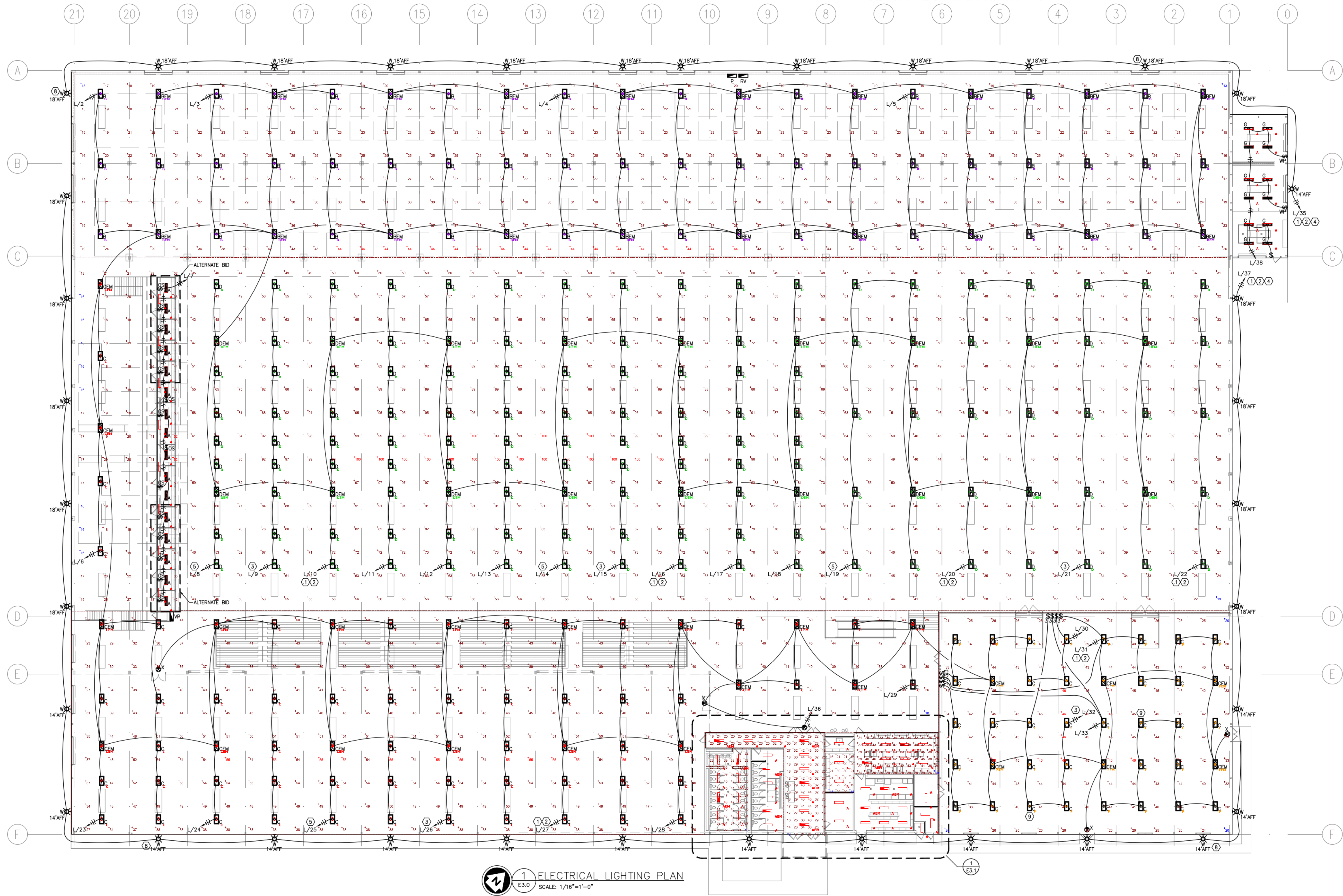
Class of Play	Recommended Maintained Illuminance Targets (ft-cd)										
	75 = Task Surface: Recommended illuminances are at height of task surface above finished grade or floor										
	Horizontal (E _h)					Vertical (E _v)					
Target E _h @ Height AFF	CV	Uniformity Ratio	Target E _v @ Height AFF	CV	Uniformity Ratio	Target E _h @ Height AFF	CV	Uniformity Ratio	Target E _v @ Height AFF	CV	Uniformity Ratio
Pickleball											
Area of play	II	S 750 @ 0.91 (75 @ 3.0)	Avg 0.13	1.7:1	Max/Min						
Area of play	III	R 500 @ 0.91 (50 @ 3.0)	Avg 0.17	2:1	Max/Min						
Area of play	IV	P 300 @ 0.91 (30 @ 3.0)	Avg 0.21	2.5:1	Max/Min						
Rodeo Shows											
Arena	I	T 1000 @ 0.91 (100 @ 3.0)	Avg 0.17	1.7:1	Max/Min						
Arena	II	S 750 @ 0.91 (75 @ 3.0)	Avg 0.17	2:1	Max/Min						
Arena	III	R 500 @ 0.91 (50 @ 3.0)	Avg 0.21	2.5:1	Max/Min						
Arena	IV	P 300 @ 0.91 (30 @ 3.0)	Avg 0.25	3:1	Max/Min						

PLEASE CONFIRM MOUNTING HEIGHTS
 TYPES A & AE MOUNTED AT 10'
 TYPES B, BE, C & CE MOUNTED AT 25'
 TYPES D & DE MOUNTED AT 35'
 TYPES F & FE MOUNTED AT 16'

EXISTING TYPE A & AE 58 WATTS EACH
 EXISTING TYPE B & BE 230 WATTS EACH
 EXISTING TYPE C, CE, D & DE 345 WATTS EACH
 TOTAL EXISTING WATTAGE 102,336
 TOTAL PROPOSED WATTAGE 53,961

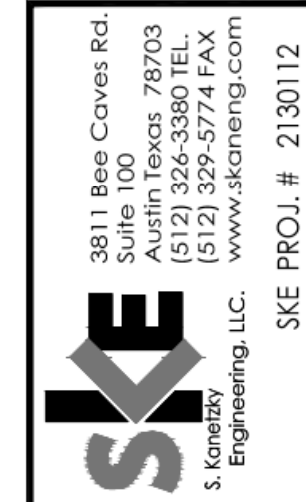
REFERENCE NOTES

- CONNECT ALL LIGHTING FIXTURES TO PANEL "1". VERIFY AND RECORD THAT THE TOTAL CIRCUIT AMPS IS LESS THAN 16 AMPS. TYPICAL.
- USE METAL-CLAD CABLE AS ALLOWED BY THE CODE AND AHJ FOR INTERCONNECTION OF LIGHTING FIXTURE TO PANEL. TYPICAL.
- INSTALL ALL MC CABLES IN A NEAT AND WORKMANLIKE MANNER AND ADEQUATELY SUPPORTED PER THE CODE AND AHJ. IT SHALL BE INSTALLED PARALLEL TO OR AT RIGHT ANGLES TO THE BUILDING WALLS, STRAIGHT AND HIDDEN AS MUCH AS POSSIBLE, AND SUPPORT FROM WALLS OR CEILINGS AT INTERVALS REQUIRED BY CODE, 5' MAXIMUM, AND AHJ WITH APPROVED CLAMPS OR HANGERS.
- CONNECT EXTERIOR LIGHTING FIXTURES TO PANEL "1" THROUGH LIGHTING CONTACTOR. TYPICAL.
- CONNECT LIGHTING FIXTURES IN ARENA, WARM UP AREA, PENS AREA, BLEACHER AND VENDOR AREAS TO PANEL "1" THROUGH LIGHTING CONTACTORS. TYPICAL.
- PROVIDE AND INSTALL LIGHTING CONTACTORS PER DETAILS ON SHEET ES.1.
- CONNECT ALL EXISTING EMERGENCY LIGHTING TO UN-SWITCHED CIRCUIT. INSTALL EMERGENCY BATTERY PACK, IOTA #1-320 OR EQUAL, IN NON SWITCHED EMERGENCY LIGHT FIXTURES. TYPICAL.
- MOUNTING HEIGHT FOR EXTERIOR LIGHTING VARIES. COORDINATE WITH BUILDING STRUCTURE. TYPICAL.
- LIGHT FIXTURES IN COMMUNITY ROOM SHALL BE SUSPENDED AT 12' AFF. TYPICAL.



E3.0 ELECTRICAL LIGHTING PLAN
 SCALE: 1/16"=1'-0"

Plan View
 Scale - 1" = 20'



A New Events Arena for the City of Dripping Springs
 Dripping Springs Ranch Park
 Dripping Springs, Texas 78620
ELECTRICAL LIGHTING PLAN

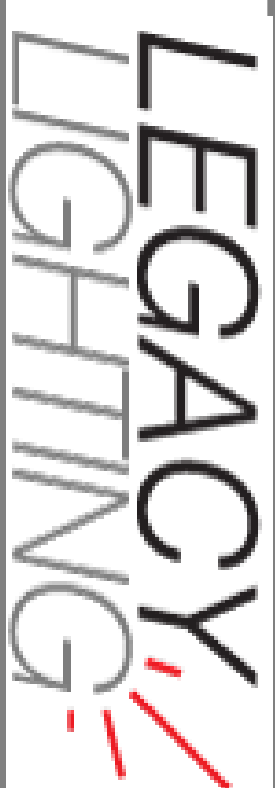


Herman Design Studio
 a r c h i t e c t u r e
 101 Hays Street, Suite 409
 Dripping Springs, Texas 78620
 512.856.9889

REVISIONS

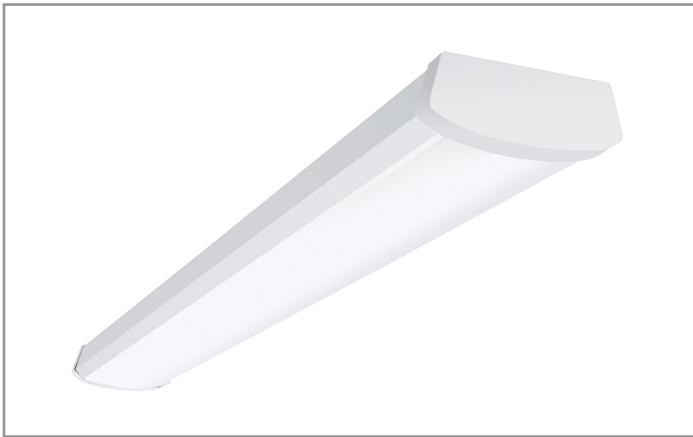
DRI1226
 FEB. 20, 2013
E3.0

DIPPING SPRINGS RANCH PARK
 METALUX UHBS LIGHTING RETROFIT CALCS



Designer
 Date 06/12/2023
 Scale Not to Scale
 Drawing No.
 Summary

Project		Catalog #		Type	A / AE
Prepared by		Notes		Date	



Metalux

NWS Selectable Wrap

LED Wraparound with Selectable Lumens and CCT

Typical Applications

• Offices • Education • Healthcare • Retail

Interactive Menu

- Order Information [page 2](#)
- Product Specifications [page 3](#)
- Product Warranty

Product Certification



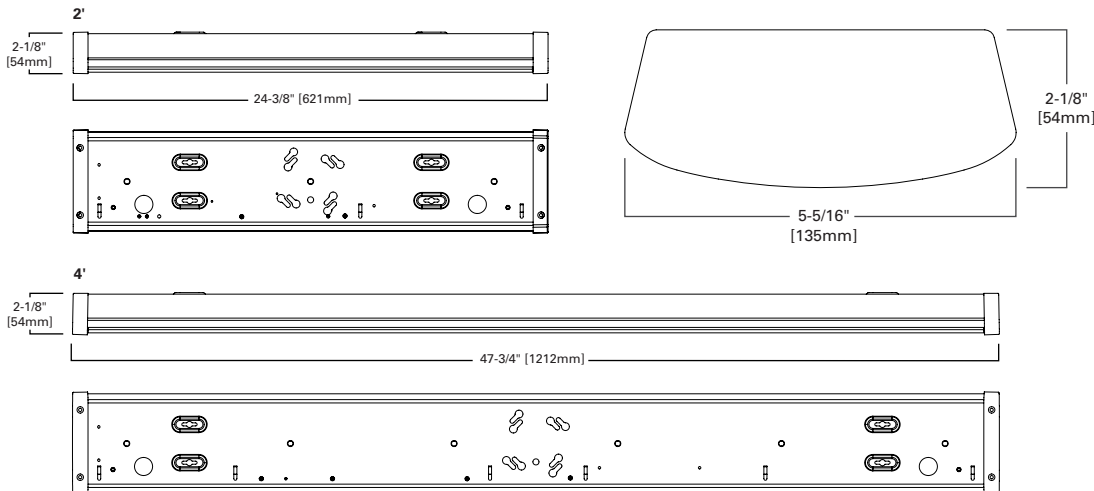
Product Features



Top Product Features

- Selectable CCT 3500K, 4000K, 5000K and selectable lumens up from 2,000-5,200 lumens
- Up to 143 lm/w efficiency, ideal for replacing two or three lamp fluorescent wraparounds (up to 96W equivalent)
- 0-10V dimming standard with 120-277V UNV
- Phase cut 120V triac dimming with "R" ordering option
- Suitable for ceiling, wall, or suspension mounting and row mounting
- DLC 5.1 Compliant
- Optional integrated microwave motion sensor (MS) available for 4' type

Dimensional and Mounting Details



Order Information and Performance Data

Default CCT/Lumen Setting: 4000K / Med Power

Size	Catalog Number	UPC	Volt	Sensor	Lumen Setting	Nominal CCT	CRI	Delivered Nominal Lumens	Watts	Efficacy (lm/W)	Wt.	Units per Pallet
2 ft	2NWS3C3-UNV	080083257485	120-277V	NO	High	3500K	82	2,522	21.8	116	3.1 lbs.	224
						4000K	82	2,679	21.0	128		
						5000K	82	2,574	21.7	119		
					Medium	3500K	82	2,266	18.0	126		
						4000K	82	2,366	17.5	135		
						5000K	82	2,294	18.1	127		
					Low	3500K	82	2,009	15.8	127		
						4000K	82	2,087	15.3	136		
						5000K	82	2,032	15.8	128		
4ft	4NWS3C3-UNV	080083257522	120-277V	NO	High	3500K	82	4,937	40.6	122	4.6 lbs.	112
						4000K	82	5,272	38.9	136		
						5000K	82	5,010	40.7	123		
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						4000K	82	4,498	31.8	141		
						5000K	82	4,357	33.2	131		
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						4000K	82	3,930	27.5	143		
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4ft	4NWS3C3MS-UNV	080083257607	120-277V	YES	High	3500K	82	4,851	38.9	125	4.6 lbs.	112
						4000K	82	5,016	37.7	133		
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						5000K	82	4,216	32.5	130		
					Low	3500K	82	3,675	28.7	128		
						4000K	82	3,766	27.8	135		
						5000K	82	3,729	28.5	131		
4ft	4NW35C3R	080083257447	120V	NO	3500L	3000K	82	3,830	35.8	107	4.6 lbs.	112
						3500K	82	4,124	34.0	121		
						4000K	82	3,954	35.5	111		

Accessories

Accessories (Order Separately)

EBPLED7W=User Installed, Remote Mount, 7 Watt LED Emergency Battery Pack
 EBPLED14W=User Installed, Remote Mount, 14 Watt LED Emergency Battery Pack
 Y-TOGGLE-10 2PK=(2) Y-Toggle Cable Kits at 10FT long

Load Data

	2'	4'
PF	>=0.98	>=0.98
THD%	<20%	<20%
Low Temp Start	-20	-20

Shipping Data

Catalog Base	Wt.	Units per Pallet
2NW	3.1 lbs.	224
4NW	4.6 lbs.	112

Product Specifications

Construction

- Cold rolled steel die form housing with finished ends
- Post painted with high gloss white powder coating
- High-impact plastic end caps

Shielding

- Smooth white lens provides glare-free performance
- Standard LED blended for wide area coverage
- Replaces 2 or 3-lamp fluorescents up to 96W

Installation

- Surface (wall or ceiling) mount via junction box or direct to surface
- Suspension mount capable using standard V-hook or Y-toggle mounting kits

Electrical

- Projected life of L70 at 50,000 hours
- Efficacy up to 143 lm/W
- Phase cut dimming down to 10% (120V)
- 0-10V dimming down to 10% for UNV skus (120-277V)
- User installed, remote mount, 7 & 14 Watt LED emergency battery pack options are available
- Default CCT/Lumen setting is 4000K and Med Power

Compliance

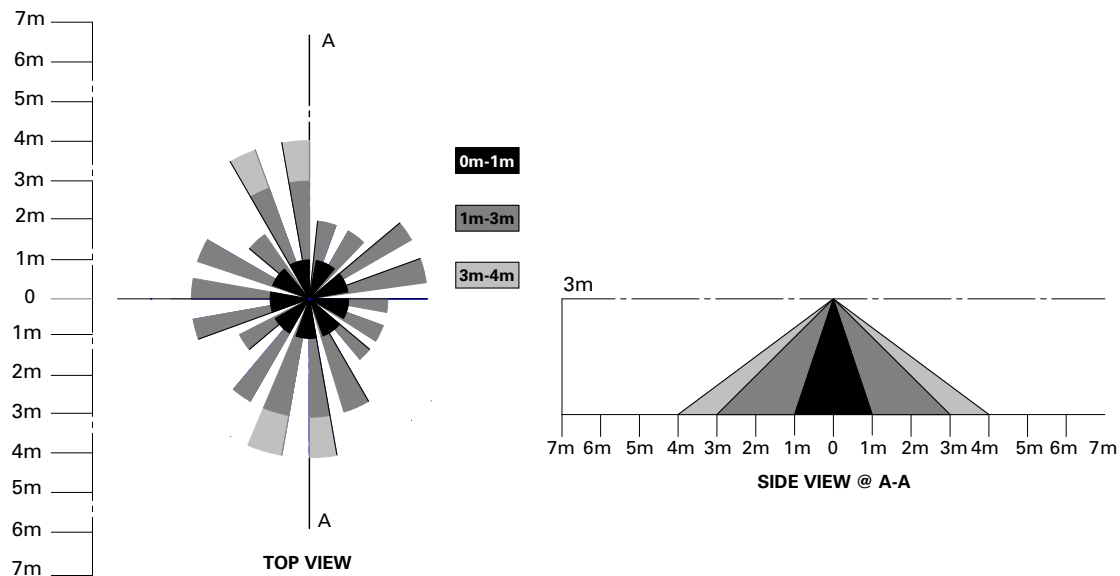
- UL/cUL listed for damp location
- Rated for -4F (-20C) to 104F (40C) ambient operating temperatures
- Meets FCC Part 15 Class B requirements
- RoHS compliant
- LED complies with IESNA LM-79 and LM-80
- ENERGY STAR® Certified luminaire (For 120V sku only) - consult ENERGY STAR® Certified Product List
- DLC 5.1 Standard Qualified

Limited Warranty

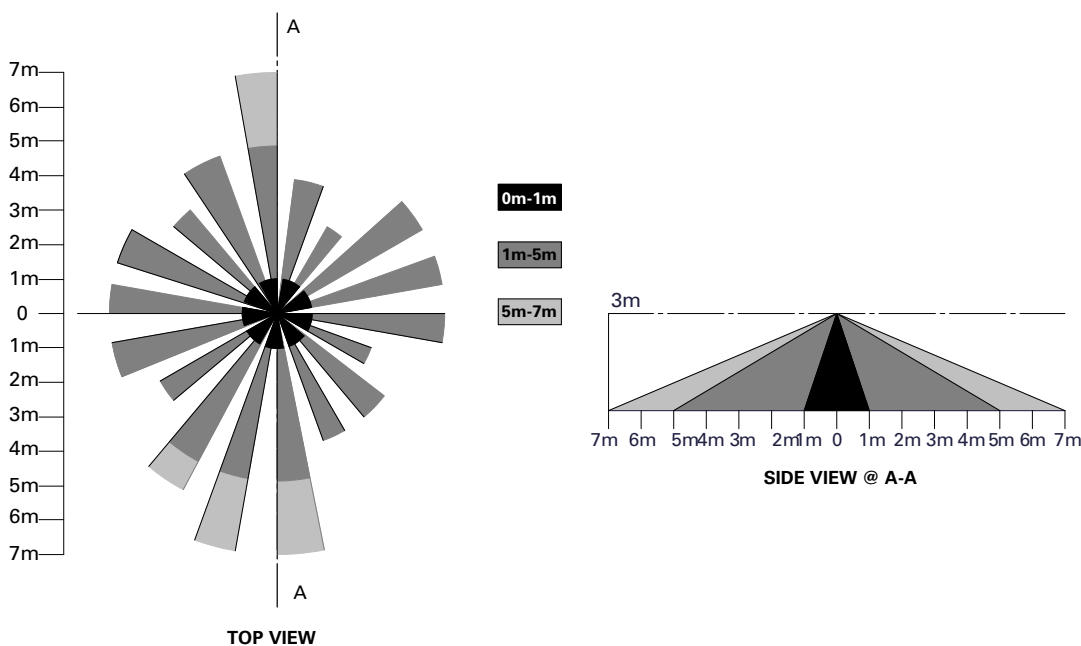
- Five year limited warranty

Sensor Coverage ("MS" SKU Designation)

NWS SENSOR DETECTION 50% COVERAGE

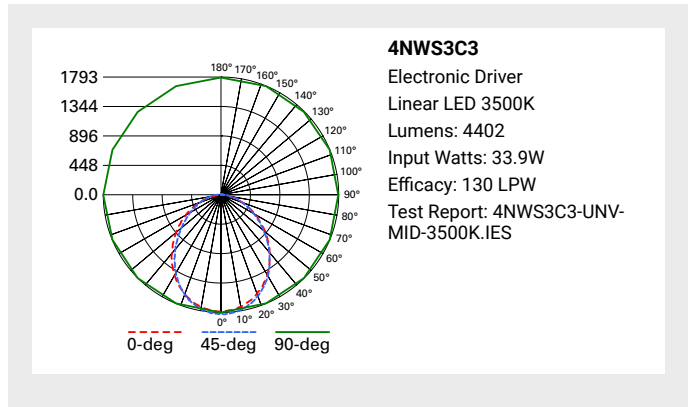
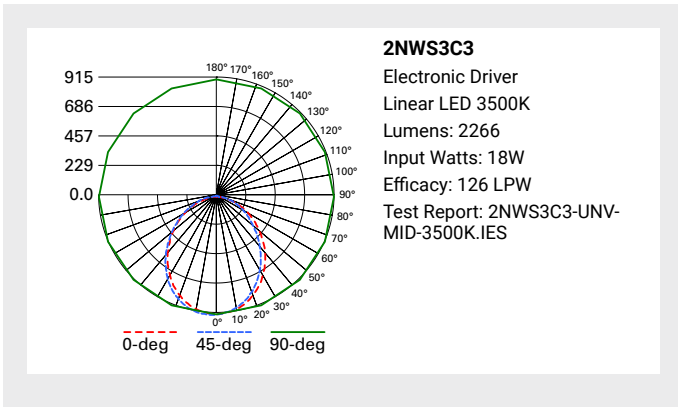


NWS SENSOR DETECTION 100% COVERAGE



Photometric Data

[View IES files](#)



Project		Catalog #		Type	C / CE / DE / F / FE
Prepared by		Notes		Date	



Metalux

UHBS Selectable High Bay

LED Round High Bay with Selectable CCT and Lumen

Typical Applications

Industrial • Commercial • Retail • Manufacturing • Warehouse • Gymnasium ⁽¹⁾
 • Multi-purpose • Grocery • High Bay / Low Bay Applications

Note: (1) Rigid Stem mount not recommended for use in gymnasiums.

Interactive Menu

- Energy and Performance Data [page 2](#)
- Accessories [page 2](#)
- Photometric Data [page 3](#)
- Sensor Coverage [page 4](#)
- Product Warranty

Product Certification



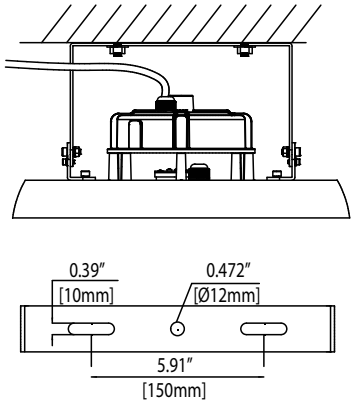
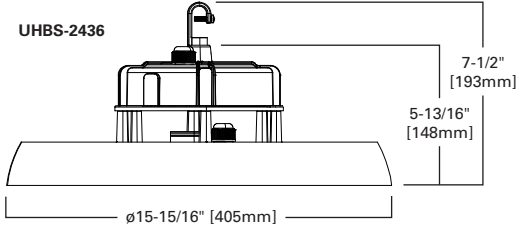
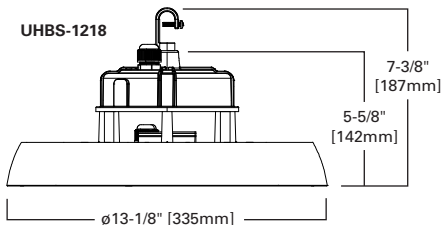
Product Features



Top Product Features

- Selectable Lumen/Power performance packages
- 4000K/5000K Selectable CCT color
- Sensor ready port for quick plug and play install
- Compact, 13" and 15" round die cast aluminum housing
- 120-347 volt operating range
- 0-10V dimming control down to 10%
- IK08 lens with IP65 rated lens and driver enclosure

Dimensional and Mounting Details



Energy and Performance Data

Default CCT/Lumen Setting: 4000K / High Power

Catalog#	UPC	Voltage	Lumen Setting	Nominal CCT	CRI	120V			277V			347V		
						Nominal Lumens	Watts	Efficacy (lm/W)	Nominal Lumens	Watts	Efficacy (lm/W)	Nominal Lumens	Watts	Efficacy (lm/W)
UHBS-1218-MV-L84050-U	080083256471	120-347V	Low	4000K	82	13134	82.0	160	12966	81.3	159	12896	81.3	159
				5000K	82	13264	82.4	161	13053	81.6	160	13037	81.7	160
			Medium	4000K	82	16168	105.1	154	15952	102.1	156	15886	101.9	156
				5000K	82	16265	105.5	154	16045	102.6	156	15976	102.4	156
			High	4000K	82	18353	120.1	153	18567	122.0	152	18550	122.0	152
				5000K	82	18402	120.7	152	18728	123.0	152	18669	122.6	152
UHBS-2436-MV-L84050-U	080083256488	120-347V	Low	4000K	82	24825	152.8	162	24765	149.8	165	24617	149.4	165
				5000K	82	24998	153.8	163	24867	150.3	165	24827	150.4	165
			Medium	4000K	82	31056	202.3	154	31275	196.2	159	30998	194.2	160
				5000K	82	31162	201.6	155	31313	195.4	160	31011	195.1	159
			High	4000K	82	36952	244.2	151	36216	235.0	154	36117	234.5	154
				5000K	82	37167	245.5	151	36462	236.6	154	36189	235.5	154
UHBS-1218-MV-L84050-BLK	080083272341	120-347V	Low	4000K	82	13031	84.2	155	12965	84.2	154	12905	84.2	153
				5000K	82	13064	84.0	156	12997	84.0	155	12937	84.0	154
			Medium	4000K	82	15487	103.3	150	15408	103.3	149	15337	103.3	148
				5000K	82	15512	103.1	150	15433	103.1	150	15362	103.1	149
			High	4000K	82	17914	123.9	145	17823	123.9	144	17740	123.9	143
				5000K	82	17938	123.4	145	17847	123.4	145	17764	123.4	144
UHBS-2436-MV-L84050-BLK	080083272365	120-347V	Low	4000K	82	23607	147.1	160	23487	147.1	160	23378	147.1	159
				5000K	82	23468	146.9	160	23348	146.9	159	23240	146.9	158
			Medium	4000K	82	29800	194.8	153	29648	194.8	152	29511	194.8	152
				5000K	82	29619	194.5	152	29468	194.5	152	29332	194.5	151
			High	4000K	82	35098	239.8	146	34919	239.8	146	34758	239.8	145
				5000K	82	34931	239.5	146	34753	239.5	145	34592	239.5	144

Notes: Color correction factor for black fixture is 0.96

Lumen Maintenance

Ambient Temperature	TM-21 Lumen Maintenance (60,000 hours)	Theoretical L70 (hours)
25°C	> 91%	> 218,000

Ambient Ratings

Lumen Package	Ambient Rating
UHBS-1218	50C
UHBS-2436	50C

Energy Data

Input Watts:
UHBS-1218 = 80/100/120W
UHBS-2436 = 150/200/240W

Shipping Data

Catalog No.	Wt.
UHBS-1218	8 lbs.
UHBS-2436	11.3 lbs.

Operating Temp. -40 to 50C

Product Specifications

Construction

- Diecast aluminum housing and heatsink for durability
- Polycarbonate lens seals LED for IP65 rating
- Lens is IK08 rated

Electrical

- Long-life LED system with electronic driver for optimal performance
- Selectable power switch for 3 levels of lumen output per model
- Selectable color switch provides 4000 or 5000K CCT at CRI >82
- Multi-volt 120 through 347V operation
- 0-10V dimming, 10% standard
- 7ft (86") long power and dimming cord provided for easier installation
- Integral 4K surge protector
- Operating temperature of -40°C to 50°C
- Default CCT/Lumen setting is 4000K and High Power

Optics

- Medium distribution standard

Mounting

- Mounting hook included
- Designed for suspension mounting with 1/2" threaded hub
- Available ADAPHUB accessory for 3/4" NPS threaded stem

Compliance

- cULus listed for wet location
- NEMA 4X, IP65 rated
- IESNA LM-79 and LM-80 standards compliant
- Qualifies as State of California Title 24 non-residential high efficiency luminaire
- FCC part 15 class A compliant
- DesignLights Consortium® Qualified and classified for DLC Premium, refer to www.designlights.org for details.
- Only the UHBS with Black Finish is NSF rated; Splash, Non-Food Zone - Typical rating for lighting equipment not subjected to direct food contact.

Sensor

- Plug and play low-voltage sensor accessory available
- Sensor installs directly to integral fixture port
- PIR motion sensor with 0-10V control
- Wet location and IP65 rated
- Up to 50ft mounting height
- Sensor remote control must be ordered separately

Emergency Pack Option

- 120-347V universal input remote emergency driver accessory available
- Field installed EM driver wires directly to fixture
- 90-minute batteries provide constant power to the LED system
- Test switch/indicator button can be tested safely from the ground using remote control
- EM remote control included with accessory
- Accessory comes with grommets and mounting hardware, see EM driver spec sheet.

Finish

- White or black polyester powder coat finish painted after fabrication

Warranty

- Five year limited warranty

Accessories List

Catalog Number	Description	Unit Carton UPC
UHBS-SMB	UHBS Surf Mnt Brkt for 13"/15" Model	080083273263
UHBS-SMB-BLK	UHBS Surf Mnt Black Finish	coming soon
UHBS-CLR13	UHBS 13 Clear PC Reflector	080083273300
UHBS-CLR15	UHBS 15 Clear PC Reflector	080083273317
UHBS-ALR13	UHBS 13 Aluminum Reflector	080083273324
UHBS-ALR15	UHBS 15 Aluminum Reflector	080083273331
UHBS-WG13 ⁽²⁾	UHBS 13 dia. Wire Guard	080083273348
UHBS-WG15 ⁽²⁾	UHBS 15 dia. Wire Guard	080083273355
UHBS-CDL13 ⁽³⁾	UHBS 13 Clear Lens Cover & Clamp	080083273362
UHBS-CDL15 ⁽³⁾	UHBS 15 Clear Lens Cover & Clamp	080083273379
EBP-RM40R ⁽⁶⁾	40W Emergency Driver, Remote Mount 120-347V White w/ remote included	080083259496
UHBS-SENSOR PK ⁽⁶⁾	PIR Sensor 360 Lens 60FT MH Kit	080083257898
UHBS SENSOR REMOTE	UHBS Sensor Remote Control	080083260249
UHBS-ADAPHUB ⁽⁴⁾	UHBS Adapter HUB-3/4NPS	080083259830
UHBS-ADAPHUB-BLK	UHBS Adapter Hub Black Finish	coming soon
UHBS-SC7 ⁽⁵⁾	UHBS Safety Cable 7FT long with Clip	080083259854
UHBS RING	UHBS Ring Mount Accessory	080083260225

Notes: (2) Installs directly to fixture only. (3) Fits onto clear PC reflector only. Do not attach directly to the fixture. (4) Rigid mount not for use in gymnasiums. (5) The Safety Cable accessory shall be utilized only as a secondary safety and not the primary means of mounting. (6) To meet state and local codes, EBP cannot be used with UHBS with sensor or with UHBS sensor accessory. (7) Also available in black finish.



ALR
Aluminum Reflector



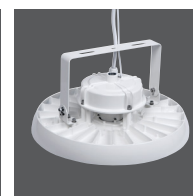
CLR
Clear Reflector



CDL
Clear Lens Cover



WG
Wireguard



SMB⁽⁷⁾
Surface Mount Bracket



ADAPHUB⁽⁷⁾
3/4 NPS Hub adapter



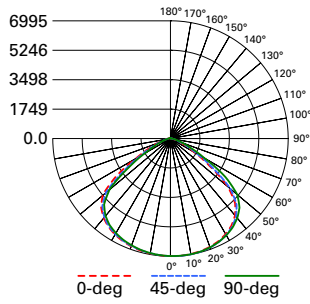
SENSOR⁽⁶⁾
Plug in sensor



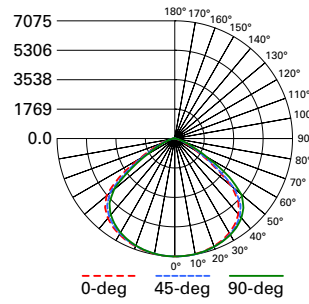
EBP-RM40R⁽⁶⁾
Field installed Remote EM

Photometric Data

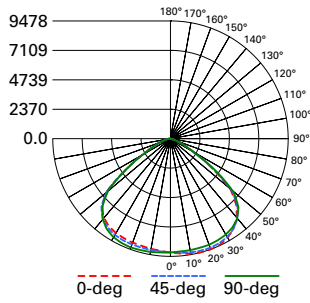
[View IES files](#)



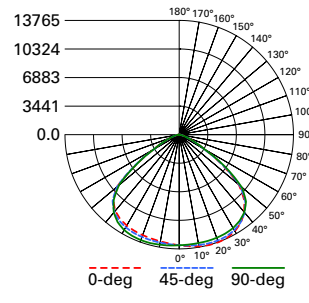
UHBS-18-MV-L840-U-277
 Electronic Driver
 Round Select LED 4000K
 Spacing criterion: (H) 1.4 x mounting height, (L) 1.4 x mounting height
 Lumens: 18567
 Input Watts: 122W
 Efficacy: 152.2 LPW
 Test Report: UHBS-18-MV-L840-U-277.IES



UHBS-18-MV-L850-U-277
 Electronic Driver
 Round Select LED 5000K
 Spacing criterion: (H) 1.4 x mounting height, (L) 1.4 x mounting height
 Lumens: 18728
 Input Watts: 123W
 Efficacy: 152.3 LPW
 Test Report: UHBS-18-MV-L850-U-277.IES

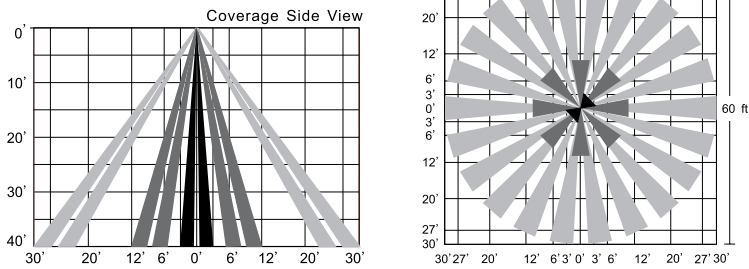


UHBS-24-MV-L840-U-277
 Electronic Driver
 Round Select LED 4000K
 Spacing criterion: (H) 1.45 x mounting height, (L) 1.46 x mounting height
 Lumens: 24765
 Input Watts: 149.8W
 Efficacy: 165.3 LPW
 Test Report: UHBS-24-MV-L840-U-277.IES



UHBS-36-MV-L840-U-277
 Electronic Driver
 Round Select LED 4000K
 Spacing criterion: (H) 1.45 x mounting height, (L) 1.46 x mounting height
 Lumens: 36216
 Input Watts: 235W
 Efficacy: 154.1 LPW
 Test Report: UHBS-36-MV-L840-U-277.IES

Sensor Coverage



Sensor Specifications

Power supply	12V-24V DC, >30mA
Dim control output	0-10V, max. 25mA sinking current
Remote range	50ft. (15m) indoor, no backlight
Dim control output	0-10V
Detection radius	20% / 50% / 75% / 100% (1-8m)
Mounting height	Up to 50ft (15.25 m)
Time setting	10s / 1 min / 5 min / 10 min / 15 min / 20 min / 30 min / 60 min
Light-control	24H / 10 LUX / 30 LUX / 50 LUX
Sensor Operating Temp.	-40°F ~+ 158°F (-40°C ~+ 70°C)
IP rating	IP65

Notes: Warm up time 40 sec after sensor first receives input power. Fixture will stay on 40 seconds then work move to default mode.

Any setting changed by sensor remote control (order remote separately), will led lights on remote to turn on and off to confirm. See sensor instruction sheet on UHBS product page found on www.cooperlighting.com

Sensor Modes

	Brightness	Sensitivity	Hold Time	Daylight Sensor	Stand-by Dim	Stand-by Period
MODE 1 (Default)	100%	75%	5 min	Disabled	30%	30 min
MODE 2	100%	75%	1 min	Disabled	30%	∞
MODE 3	100%	75%	5 min	30LUX	30%	30 min
MODE 4	100%	75%	1 min	(30LUX/300LUX)	30%	∞

Project		Catalog #		Type	CE / DE / TLE
Prepared by		Notes		Date	



Metalux

EBP-RM40R

Emergency LED Driver for UHBS Selectable High-Bay

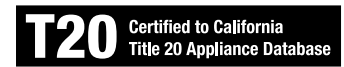
Typical Applications

Industrial • Commercial • Retail • Manufacturing • Warehouse • Gymnasium • Multi-purpose • Grocery • High Bay / Low Bay Applications

Interactive Menu

- Order Information page 2
- Product Specifications page 2
- Project Features page 2
- Product Warranty

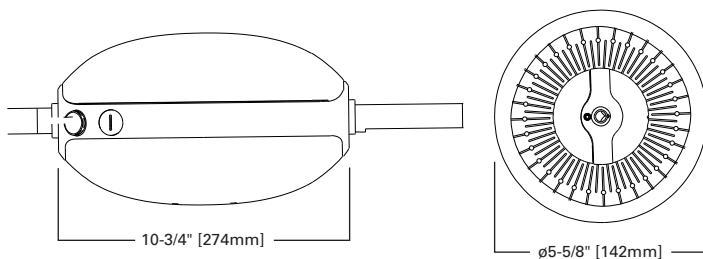
Product Certification



Top Product Features

- UL Listed for factory or field installation
- Universal input: 100-347Vac, 50/60Hz
- Constant power output
- Built-in junction box
- Easy wiring, connect directly to AC output of luminaire
- Over-voltage, short-circuit, over-load, open-circuit protection
- Remote control device included
- CEC Title 20 certified

Dimensional Details



Installation Example



[additional product diagrams](#)

Ordering Information

Model No.	Input Voltage	Emergency Power
EBP-RM40R	100-347V AC	40W

Note: To meet state and local codes, EBP cannot be used with UHBS with sensor or with UHBS sensor accessory.

Packaging

UPC Code	Unit Weight (lbs)	Master Pack Qty	Master Pack Size
080083259496	32.2	4PCS	23.6" x 13.8" x 8"

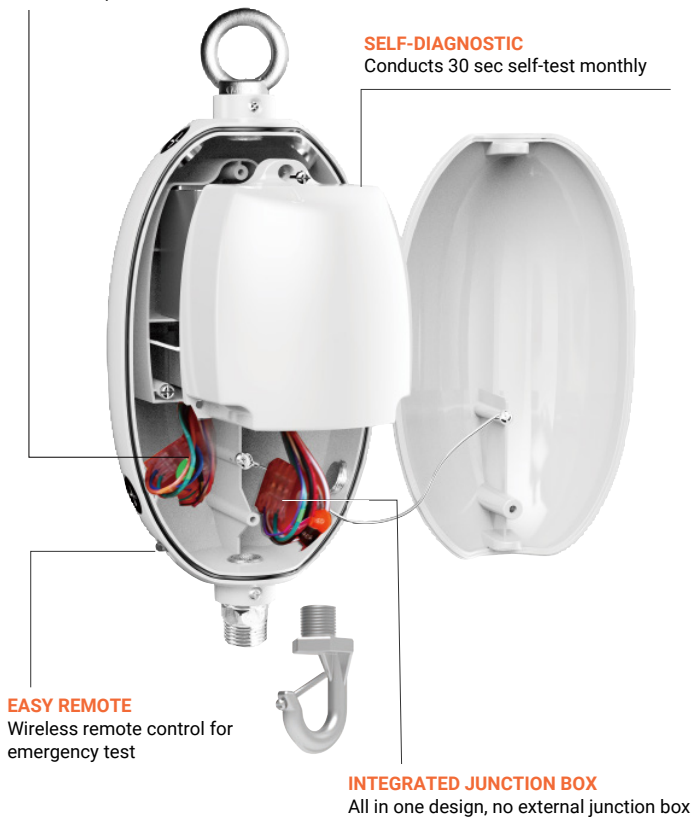
Product Specifications

Input Voltage	100-347V AC, 50/60Hz	Output Voltage	170V DC
Input Current (Max.)	200mA	Output Current (Max.)	460mA
Input Power (Max.)	15W	Output Power	40W
Emergency Time	90 minutes	Battery Type	Lithium ion battery
Charging Time (Full)	≥24 hours	Ambient Temp.	5°C~50°C (41°F~122°F)

Product Features

EASY WIRING

Directly connect to Fixture LED Driver AC input



Components (included)

No.	Parts	Quantity	Picture	Remark
1	Rugby LED Emergency Driver	1		
2	Ring	1		
3	G-hook and 1/2" NPT	1		
4	Waterproof Connectors (For AC Wires)	3		Cable Range: Ø5-Ø9mm (v0.19"~Ø0.35")
5	Waterproof Connectors (For Dimming Wires)	2		Cable Range: Ø4-Ø5mm (Ø0.16"~Ø0.19")
6	Remote Controller (Includes 2 Tek screws)	1		
7	Philips Head Screws	2		
7	Wiring Connectors	5		Inside Housing
7	Instruction Sheet	1		



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: August 15, 2023

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Caliterra Phase 5 Section 14 Wastewater Improvements and Releasing a Construction Bond.**

Agenda Item Requestor:

Summary/Background: DNT Construction completed construction of Wastewater Improvements in Caliterra Phase 5 Section 14. City Staff inspected the project throughout construction and the City Engineer completed a final inspection. The Design Engineer provided a concurrence letter and the contractor has provided the required 2 year maintenance bond.

**Commission
Recommendations:**

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

Attachments: *Attachment "A"*

(Insert Maintenance Bonds No. PB03016800910M2 DNT Construction, LLC, and Philadelphia Indemnity Insurance Company)

Attachment "B"

(Engineer Concurrence Letter)

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2023-R

ACCEPTING IMPROVEMENTS AND APPROVING A MAINTENANCE BOND FOR CALITERRA SUBDIVISION PHASE 5 SECTION 14 WASTEWATER IMPROVEMENTS AND RELEASING CONSTRUCTION BOND

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR CALITERRA SUBDIVISION PHASE 5 SECTION 14 WASTEWATER IMPROVEMENTS, AND RELEASING A CONSTRUCTION BOND, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, DNT Construction, LLC. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Caliterra Subdivision Phase 5 Section 14 Wastewater improvements (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Caliterra Subdivision Phase 5 Section 14; and

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

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

WHEREAS, substantial completion of the Work was verified by engineer letter (Attachment “B”) as of July 26, 2023 and the maintenance bond period of Two (2) Years begins upon City Council approval; 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

City of Dripping Springs
Bond

Caliterra Ph5 S14 Maintenance

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts Wastewater Improvements at the Caliterra Subdivision Phase 5 Section 14.
3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. PB03016800910M2 from Philadelphia Indemnity Insurance Company ("Insurer"), included and attached herein (Attachment "A").
4. The City Council hereby releases the Contractor's Construction Bond No. 800147966.
5. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
6. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.
7. This Resolution shall take effect immediately upon passage.
8. 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 15th day of August, 2023, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

City of Dripping Springs
Bond

Caliterra Ph5 S14 Maintenance

by: _____
Mayor Bill Foulds, Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

(Insert Maintenance Bonds No. PB03016800910M2 DNT Construction, LLC, and Philadelphia Indemnity Insurance Company)

Attachment "B"

(Engineer Concurrence Letter)

Philadelphia Indemnity Insurance Company

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

Bond No. PB03016800910M2

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs as Obligee, in the penal sum of Three Hundred Forty Three Thousand Two Hundred Four and 00/100 (\$343,204.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with Development Solutions CAT, LLC on behalf of the Hays County Development District No. 1 for Caliterra Phase 5 Section 14 - Waste Water, which contract is hereinafter referred to as the "Contract."

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

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

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

SIGNED, SEALED AND DATED THIS 1st day of June, 2023.

DNT Construction, LLC
Principal

By: 
Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 
Rosemarie Lopez, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

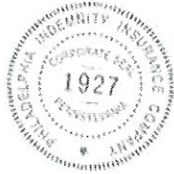
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy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

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

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

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

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

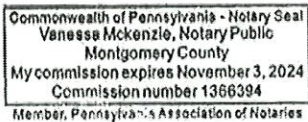


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

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

Notary Public:



residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of June, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

**ENGINEER'S CONCURRENCE LETTER
FOR FINAL INSPECTION AND
ENGINEERING RELEASE**

Date: July 26, 2023

Project Name: **Caliterra Phase 5, Section 14**
City of Dripping Springs Development Permit #SUB2022-0018
CBD No. 5184

This is to certify that I, the undersigned professional engineer, or my representative, have reviewed construction progress reports, logs, shop drawings and test reports. On this date, I made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I, therefore, recommend approval of this project by **City of Dripping Springs**.

Sincerely,
Carlson, Brigance and Doering, Inc. (F-3791)

BRETT R. PASQUARELLA, P.E.



CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

07-26-2023

Caliterra 5-14
 Final Costs and Qtys- Dripping Springs

Item 11.

I. WASTEWATER ITEMS					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	8" SDR-26 PVC	1,554	LF	\$ 105.00	\$163,170.00
2	Remove existing 6" stub connect to existing WWMH	1	EA	\$ 5,200.00	\$5,200.00
3	Single Wastewater Service	5	EA	\$ 5,020.00	\$25,100.00
4	Double Wastewater Service	10	EA	\$ 7,670.00	\$76,700.00
5	4' Wastewater Manhole to include coating	7	EA	\$ 9,040.00	\$63,280.00
6	Raise Wastwater Manhole	7	EA	\$ 500.00	\$3,500.00
7	Trench Safety	1,554	LF	\$ 1.00	\$1,554.00
8	12" Steel Encasement	25	LF	\$ 188.00	\$4,700.00
TOTAL CONTRACT					\$343,204.00

100%- 2 yr



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: August 15, 2023

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Ranch Phase 3 Water and Wastewater Improvements and Releasing a Construction Bond**

Agenda Item Requestor:

Summary/Background: Jimmy Evans Company has completed Water and Wastewater Improvements for Driftwood Ranch Phase 3. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and the Design Engineer has provided concurrence. All improvements have been built per plan.

**Commission
Recommendations:**

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

Attachments: Resolution; Maintenance Bond; Engineer's Concurrence Letter

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2023-

**ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING A
MAINTENANCE BOND FOR DRIFTWOOD RANCH SUBDIVISION
PHASE 3 WATER AND WASTEWATER AND RELEASING A
CONSTRUCTION BOND**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR DRIFTWOOD RANCH SUBDIVISION PHASE 3 WATER AND WASTEWATER IMPROVEMENTS AND RELEASING A CONSTRUCTION BOND, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, Jimmy Evans Company, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Driftwood Ranch Subdivision Phase 3 Water and Wastewater (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Driftwood Ranch Subdivision Phase 3; and

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

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

WHEREAS, substantial completion of the Work was verified by engineer letter (Attachment “B”) as of July 18, 2023 and the maintenance bond period of Two (2) Years begins on the date of acceptance; and

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Water and Wastewater Improvements at the Driftwood Subdivision Phase 3 as complete.
3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bonds No. 4454019MNT, from SureTec Insurance Company (“Insurer”), included and attached herein (Attachment “A”).
4. The City Council hereby releases the Contractor’s Construction Bond No. 1001136083 Bond.
5. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the 15th day of August, 2023, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

(Insert Maintenance Bond No. 4454019MNT: Jimmy Evans Company Ltd., and Suretec Insurance Company)



Bond No. 4454019MNT

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jimmy Evans Company, Ltd. as Principal, and **SureTec Insurance Company**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042 (*address*), a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs as Obligee, in the penal sum of One Million Eight Hundred Ninety-Five Thousand Six Hundred One and 82/100's Dollars (\$1,895,601.82) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Driftwood Golf & Ranch Club Phase III.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year(s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year(s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

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

SIGNED, SEALED AND DATED THIS 13th day of July, 2023.

Signatures on following page

**Principal: Jimmy Evans Company,
Ltd.**

By: 
Signature

Name: WEBB EVANS
Title: PRESIDENT

SureTec Insurance Company

By: 
Signature

**Name: Brad Ballew
Attorney-in-Fact**

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



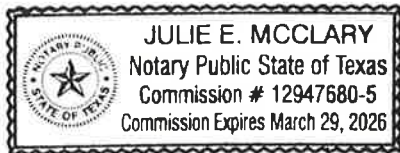
Markel Insurance Company

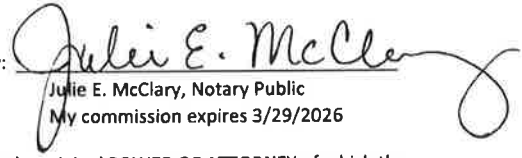
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 13th day of July, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



July 18, 2023

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

Re: Engineer's Concurrence for Driftwood Golf & Ranch Club (DGRC) Ranch Phase 3 Subdivision

Dear Mr. Reed,

This letter is to inform you that the permitted civil infrastructure for this section has been completed per the final as-built plans and a site inspection of the project has been performed for DGRC Ranch Phase 3. The City of Dripping Springs inspector conducted the final walk and concluded the items were satisfactorily addressed.

Please accept this letter as my certification that the civil portion of this project is complete and has been built in accordance to plans and specifications. All punch list items generated from the final walk-through have been completed and I have submitted As-Built drawings to your office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen R Delgado".

Stephen R Delgado, P.E.



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

Submitted By: Andrew Binz, Parks and Community Services Director

City Council Meeting Date: August 15, 2023

Agenda Item Wording: Public Hearing and consideration on the Parks and Facilities Naming Application to name the skatepark at Founders Memorial Park the “Dorian Zev Kweller Memorial Skatepark.”

Agenda Item Sponsor: Council Member Wade King

Summary/Background: The Dripping Springs Skatepark is being created through the efforts of DS Skatepark, Inc., a non-profit created to raise funds, work with skatepark designers, and build a regional skatepark at the north end of Founders Memorial Park. It will be a 9,000 square foot, plaza-style skatepark designed to provide a facility for young people to pursue an athletic activity that they love, as well as provide a safe place for young people to develop active lifestyles.

The DS Skatepark, Inc. Committee submitted a Park and Facilities Naming application requesting the future Dripping Springs Skatepark be named “Dorian Zev Kweller Memorial Skatepark” in honor of Dorian Zev Kweller.

Dorian was a Dripping Springs High School Junior whose life was taken in a tragic car accident on February 27, 2023. Dorian was a part of the Dripping Springs skateboarding community and attended the weekly Thursday night skate at DSRP regularly. Dorian also participated in the fundraising efforts for the skatepark.

The eventual name of the skatepark was to be displayed on the facility identification sign consistent with the other signage within the park. Therefore, the fiscal impact of naming the skatepark the “Dorian Zev Kweller Memorial Skatepark” would be minimal since it would be displayed on signage already planned to be installed.

Staff Recommendations: Application meets the requirements for submittal. The Parks and Recreation Commission recommended naming the skatepark the “Dorian Zev Kweller Memorial Skatepark” at their August 7th meeting with a vote of 7 – 0.

Attachments:

Parks and Facilities Naming Policy

DS Skatepark Naming Application

Dorian Zev Kweiler Memorial Skatepark Petition 8.9.23

Skatepark Naming Petition Signatures PRC 8.7.23

Next Steps/Schedule:

Proceed with naming the skatepark at Founders Memorial Park the “Dorian Zev Kweiler Memorial Skatepark”.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2023-20

AN ORDINANCE AMENDING CHAPTER 16: PUBLIC WAYS AND PLACES,
ARTICLE 16.02 ADDING EXHIBIT “A” PARKS AND FACILITIES NAMING
POLICY IN THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to have a formal process that assists the City Council with naming or renaming the City of Dripping Springs’s parks, park facilities, or infrastructure. This policy provides for citizen input, board or commission recommendations, and ensures City Council approval to adopt all names;

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 Parks and Recreation Commission had a meeting on June 5, 2023 and recommended approval of the policy; and

WHEREAS, the City Council had a meeting and a public hearing on June 20, 2023 and recommended approval; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

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

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. AMENDMENT

Article 16.02 as currently adopted is amended so to read in accordance with *Attachment “A”*, adding Exhibit “A” to Article 16.02 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, 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. 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

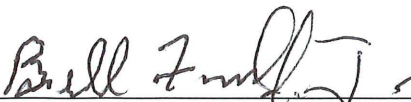
This Ordinance shall be effective immediately upon passage and publication of caption.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 20th day of June 2023, by a vote of 5 (ayes) to 0 (nays) to 0 (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

ATTACHMENT “A”

Parks Naming Policy



DRIPPING SPRINGS

Texas

City of Dripping Springs Parks and Facilities Naming Policy

Last Adopted: June 20, 2023

Purpose

To provide a formal process that assists the City Council with naming or renaming the City of Dripping Springs's parks, park facilities, or infrastructure. This policy provides for citizen input, board or commission recommendations, and ensures City Council approval to adopt all names.

Guidelines

Park, Park Facilities & Infrastructure

For the purpose of this policy, "Park" shall include any area designated by the City for park and recreational use. Park facilities shall include offices, restrooms, pavilions, or any other building located in a designated park. Park infrastructure shall include trails, playgrounds, benches, trees, or equipment located in a designated park.

Proposed names shall identify one of the following:

- An adjacent street to the park;
- Predominant physical features (such as lakes, rivers, creeks, etc.) in or adjacent to the park;
- The subdivision in which the park property is located;
- A state or nationally recognized person who has improved the quality of life for the public;
- A significant historic feature, event, or person;
- An individual or group who has made exceptional contributions to the City of Dripping Springs with preference being given for contributions to parks and recreation services. Exceptional contributions include:
 - Donating or contributing a significant amount of time or funds for the acquisition and/or development of the park facility;
 - Providing direct and significant volunteer services benefiting the public as a local or community leader.

No naming or renaming proposals shall be permitted for any individual, corporation, or donor group whose public image, services, or history conflicts with the purpose or mission of this policy or the mission of the City of Dripping Springs.

Municipal Facilities & Infrastructure

For the purpose of this policy, Municipal Facility shall include any building or structure owned by the City of Dripping Springs, outside of a designated park. Individual spaces within a facility may be named separately. Municipal Infrastructure shall include streets, parking areas, and any property owned by the City of Dripping Springs.

Proposed names shall identify one of the following:

- A state or nationally recognized person who has improved the quality of life for the public;
- A significant historic feature, event, or person.

- An individual or group who has made exceptional contributions to the City of Dripping Springs. Exceptional contributions include:
 - o Donating or contributing a significant amount of time or funds for the acquisition and/or development of the facility or infrastructure;
 - o Providing direct and significant volunteer services benefiting the public as a local or community leader.

Procedure

Nominations

Individuals shall submit a written nomination for names along with justification to the City Administrator. The nomination shall include:

- Reasons for the proposed name;
- Evidence of community support for the proposed name;
- Petitions, if submitted, must state the intent and include printed names, signatures, addresses, zip codes and telephone numbers of each signer as proof of residency.

Review

Each nomination shall be reviewed by the appropriate department for completeness. Complete nominations shall be placed on an upcoming agenda of the appropriate board or commission. Naming of parks facilities shall be reviewed by the Parks and Recreation Commission and then sent to City Council with the Parks and Recreation Commission recommendation. Naming of all other City facilities shall be brought before the City Council.

When placed on an upcoming agenda, each nomination shall be accompanied by a staff agenda statement which includes the following:

- All nomination information submitted
- Background on the facility or infrastructure for which the nomination was received
- Consistency with the naming guidelines
- Fiscal impacts; including upfront and ongoing maintenance costs
- Board or commission recommendation (if applicable)

Renaming

Any proposed renaming of park, facility, or infrastructure shall only be approved by a majority vote of Council.

San Marcos Publishing, LP Wimberley View • Century-News

P.O. Box 49, Wimberley, Texas 78676
(512) 847-2202

State of Texas
County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the Publisher, of the Wimberley View and Dripping Springs Century-News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley and Dripping Springs, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 1 day on the following date:

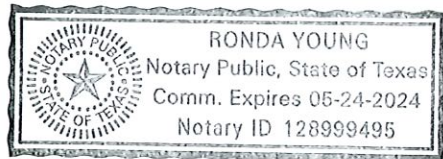
June 29, 2023

The said Publisher, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

Dalton Sweat
Signature of Publisher

Subscribed and Sworn to me, by the said Publisher Dalton Sweat this 29 day of June, 2023 to certify which witness my hand and seal of office.

Ronda Young
NOTARY PUBLIC in and for Hays County, Texas



City of Dripping Springs

Public Notice of Ordinance
2023-20

Parks Naming Policy

AN ORDINANCE AMENDING
CHAPTER 16: PUBLIC WAYS
AND PLACES, ARTICLE 16.02
ADDING EXHIBIT "A" PARKS
AND FACILITIES NAMING POL-
ICY IN THE CITY OF DRIPPING
SPRINGS CODE OF ORDINANC-
ES.



Naming request for Dripping Springs Skatepark in Founders Memorial Park

The Dripping Springs Skatepark Committee would like to formally request the future Dripping Springs Skatepark be named “Dorian Zev Kweller Memorial Skatepark” in honor of Dorian Zev Kweller.

This request is being made utilizing the new Dripping Springs Parks and Facilities Naming Policy under the following provision:

Park, Park Facilities & Infrastructure

- Predominant physical features (such as lakes, rivers, creeks, etc.) in or adjacent to the park; (In this case, the physical skatepark)

Procedure

Nominations

The Dripping Springs Skatepark Committee is requesting the park be named “Dorian Zev Kweller Memorial Skatepark” for the following reasons:

Dorian was a Dripping Springs High School Junior whose life was taken too soon in a tragic car accident on February 27, 2023. Dorian was an integral part of our community, and his presence was felt strongly, especially at Thursday night skate, a weekly Dripping Springs tradition since April of 2018. Dorian's dedication to the skateboarding community was evident in his willingness to offer advice and support to young skaters seeking to improve their skills. He was always pushing himself to learn new tricks, which inspired so many to embrace the spirit of constant growth and improvement. Dorian's guidance was always available, whether it was providing help to master new tricks or gaining confidence on a skateboard, his patient approach made everyone feel welcome.

It was also not uncommon for Dorian to combine his love of music with skate night as he would sometimes bring his guitar along, turning the gathering into impromptu jam sessions that made the weekly event even more special. His musical talents were not only confined to skate night; they made their way into local skate edits featured on social media.

Dorian was also an integral voice during the fundraising efforts. Without hesitation he would lend his time and voice to be a consistent face for the skatepark project. His advocacy and dedication to the park never wavered, even as he started high school and joined the DSHS Band.

Dorian's passion for skateboarding and music, combined with his inclusive vibe, truly made our community a unique and wonderful place. As we consider naming the Dripping Springs Skatepark after Dorian, we are reminded of the profound impact he had on our lives, and we are certain that this tribute will continue to inspire future generations of skaters and musicians to come together and keep his spirit alive.

For additional context, you can view Dorian's support in these videos:

[Dorian 1 \(https://www.youtube.com/watch?v=TIMGyGVird8&t=38s\)](https://www.youtube.com/watch?v=TIMGyGVird8&t=38s)

[Dorian 2 \(https://www.youtube.com/watch?v=TIMGyGVird8&t=95s\)](https://www.youtube.com/watch?v=TIMGyGVird8&t=95s)

There is an active online petition for the community to show their support, a copy of the current signatures as of 7/31/23 is accompanied with this application.

Our goal is to be on the Parks and Recreation's August 7th agenda so we can present the naming at the same meeting the final designs of the Skatepark are being shown.

Please let me know what additional information you may need.

Eric Henline

512-661-8285

Eric.henline@gmail.com

Dripping Springs Skatepark Committee

Dorian Zev Kweller Memorial Skatepark

Petition summary and background

This petition was created by the Dripping Springs Skatepark Committee to honor our beloved Dorian "Zev" Kweller by requesting to name the Dripping Springs Skatepark after him. If you are on this page there is no doubt that you have been touched by Dorian and the Kweller family. We encourage you to read his obituary, as it's such a beautiful tribute to Dorian's life written by Ben and Liz.







The city of Dripping Springs recently approved a new park naming policy and we will be the first park to go through this process. We need our voices heard and want to show the city of Dripping Springs how much support we have! The official name we are submitting is:

Dorian Zev Kweller Memorial Skatepark

As you may know, our nonprofit organization has worked relentlessly for many years to raise funds, create awareness, and design/build a skatepark that will reside at the north end of Founders Park. Dorian has been a part of this community since the beginning and his love, laughter, and skate style will carry on at our skatepark.

Online Petition: If you have not filled out the petition online, please take a moment and visit the link below.

Web Address: <https://forms.gle/Bq5DqEFixeYEFDDq6>

Printed Name	Signature	Completed Petition Online (Yes or No)	Date
ERIC HENLINE		Y	8/7/23
Claire Fischer		Yes	8/7/23
Sara Fischer		yes	8/7/23
BEN KWELLER		yes	8/7/23
Jordan Kweller		yes	8/7/23
Dylen Weyer		yes	8/7/23

Printed Name	Signature	Completed Petition Online (Yes or No)	Date
Eowyn Foshille	<i>Eowyn Foshille</i> 1055 Harmon Hills Rd ⁷⁸⁶²⁰	Yes	08/07/2023
Griffin Fushille	<i>Griffin Fushille</i> 1055 Harmon Hills Rd ⁷⁸⁶²⁰	Yes	8/7/23
Stephanie Meyer	<i>Stephanie Meyer</i> 100 Kammack Dr. Dapping Springs	Y	8/7/23
Eloise Meyer	<i>Eloise Meyer</i>	Y	8/7/23
Bobby Steven	<i>Bobby Steven</i>	Y	8/7/23
Dan Pae. Steven	<i>Dan Pae. Steven</i>	Y	8/7/23
Elizabeth Kweiler	<i>Elizabeth Kweiler</i>	Y	8/7/23
Dennis Baldwin	<i>Dennis Baldwin</i>	Y	8/7/23
Youn Curtis	<i>Youn Curtis</i>	N	8/7/23
Paul Meyer	<i>Paul Meyer</i>	Y	8/7/23

**FIRST AMENDMENT
TO AGREEMENT CONCERNING CREATION AND OPERATION
OF WILD RIDGE MUNICIPAL UTILITY DISTRICT**

**THE STATE OF TEXAS §
 §
COUNTY OF HAYS §**

This **FIRST AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF WILD RIDGE MUNICIPAL UTILITY DISTRICT** (this "Amendment") is entered into effective as of _____, 2023 between the **CITY OF DRIPPING SPRINGS, TEXAS**, a general law city located in Hays County, Texas (the "City"); **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company (the "Developer" or the "Owner"); and **WILD RIDGE MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code (the "District"). The City, the Owner, and the District are sometimes referred to herein as the "Parties" and individually as a "Party".

RECITALS

A. The City and the Developer previously entered into that certain "Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District" dated effective August 27, 2021 (the "Consent Agreement"), which, among other things, provided for the creation of the District over ±283.427 acres of land in Hays County, Texas within the city limits of the City (defined in the Consent Agreement as the "Property").

B. The District was created by "An Order Granting the Petition for Creation of Wild Ridge Municipal Utility District and Appointing Temporary Directors" dated October 10, 2022 (the "Creation Order"); and, as required by the Consent Agreement, the District joined in and consented to the Consent Agreement by "Joinder in and Consent to Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District" dated effective February 7, 2022.

C. The Parties now desire to amend the Consent Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. Maximum Bond Amount; Updated Cost Estimates. In order to address the escalating costs of labor, materials, and inflation, the Parties desire to (i) increase the total amount of bonds permitted to be issued by the District under the Consent Agreement; and (ii) update the cost estimates for road and utility improvements attached to the Consent Agreement. Accordingly:

a. The maximum dollar amount specified in the first sentence of Article III, Section D of the Consent Agreement is here by increased from \$54,150,000 to \$95,760,000; and

b. The first two pages of Exhibit “B” to the Consent Agreement are hereby deleted and replaced with **Attachment “1”** to this Amendment. All references in the Consent Agreement to the estimated costs set forth in the first two pages of Exhibit “B” to the Consent Agreement will be, and hereby are, deemed to refer to the “Current” cost estimates set forth in **Attachment “1”** to this Amendment.

3. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the Parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

4. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, DocuSign or .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

COUNTERPART SIGNATURE PAGE TO:
FIRST AMENDMENT
TO AGREEMENT CONCERNING CREATION AND OPERATION
OF WILD RIDGE MUNICIPAL UTILITY DISTRICT

CITY:

CITY OF DRIPPING SPRINGS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

COUNTERPART SIGNATURE PAGE TO:
FIRST AMENDMENT
TO AGREEMENT CONCERNING CREATION AND OPERATION OF
WILD RIDGE MUNICIPAL UTILITY DISTRICT

THE DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC, an
Arizona limited liability company

By: _____

Name: _____

Title: _____

Date: _____

COUNTERPART SIGNATURE PAGE TO:
FIRST AMENDMENT
TO AGREEMENT CONCERNING CREATION AND OPERATION OF
WILD RIDGE MUNICIPAL UTILITY DISTRICT

THE DISTRICT:

WILD RIDGE MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT "1"

Wild Ridge Municipal Utility District

City of Dripping Springs Pro rata Share of Road, Utility and Park Costs

Item	City Request	Description	Comparison of Costs		
			Original	Current	Increase (Decrease)
East/West Arterial - Internal	4 lanes ↔ 2 lanes	3,600 Linear Feet of 2-lanes of divided minor arterial, Crossover West PL to DISD roundabout and 114' ROW	\$ 1,668,000	\$ 2,402,800	\$ 734,800
North/South Arterial - Internal	4 lanes ↔ 2 lanes	2,600 Linear Feet of 2-lanes of divided minor arterial, with roundabout and 114' ROW	771,900	1,301,900	530,000
Total			\$ 2,439,900	\$ 3,704,700	\$ 1,264,800
North/South Arterial - Wild Ridge to US290		2,500 Linear Feet of additional two lanes of divided minor arterial, with 104' ROW	\$ 727,600	\$ 1,948,300	\$ 1,220,700
US290 Improvements					
Westbound Protected Right Turn Lane	Additional Improvements	Paving, retaining wall and drainage infrastructure	\$ 225,000	\$ 225,000	\$ -
Traffic Signalization			350,000	350,000	-
Total			\$ 1,302,600	\$ 2,523,300	\$ 1,220,700
Projected Total City Pro Rata Share of Road Costs			\$ 3,742,500	\$ 6,228,000	\$ 2,485,500
Projected Engineering/Permits					
Additional fees (TIA, review fees, inspection fees, City Surcharge fee) & design costs based upon updating and addition of roads and public safety improvements			1,122,750	1,868,400	745,650
Projected Contingency Fee @ 20%			972,946	1,245,600	272,654
Projected Total Pro Rata Share of Road Costs, Engineering/Permit Fees & Contingencies			\$ 5,838,196	\$ 9,342,000	\$ 3,503,804

Benefactors for East/West Arterial and North/South Arterial (including the North/South Collector Road Improvements)			
Name	Included in TIA		
	E/W Arterial	N/S Arterial	
Anarene	29.00%	18.00%	
Big Sky Ranch	16.00%	1.00%	
Bordie Tract	0.00%	0.00%	
Blue Blazes	8.00%	6.00%	
Canon Tract Residential	4.00%	1.00%	
Canon Tract Commercial	10.00%	26.00%	
Canon Tract East	3.00%	12.00%	
Legacy Trails + Fondren Ridge	0.00%	0.00%	
Wild Ridge	23.00%	35.00%	
Headwaters	7.00%	1.00%	
Total	100.00%	100.00%	

Estimated Utility Facilities					
Item	City Request	Description	Comparison of Cost		
			Original	Current	Increase (Decrease)
Water					
North/South Trunk Line to Anarene & Big Sky - oversizing of line from 12" to 18"	Upsizing of Trunk line	2,600 linear feet - 18" water transmission main	\$ 104,000	\$ 288,600	\$ 184,600
North /South Trunk line loop to US290 Engineering, Permits etc. (Estimated @ 30%) Contingencies (Estimated @ 20%)	Additional improvements	2,400 linear feet - 18" water main - Cynosure to US290 Additional fees based upon upsizing of lines and additional improvements Increased Contingency amount based upon oversizing of lines and additional improvements	252,000 106,800 92,560	480,000 230,600 199,800	228,000 123,800 107,240
Total Water Facilities Increased Cost			\$ 555,360	\$ 1,199,000	\$ 643,640
Wastewater					
Regional Lift Station force Main	Upsizing	Lift Station Upsizing to serve Anarene & Wild Ridge 3,800 linear feet of force main oversized from 6" to 8"	\$ 450,000 57,000	\$ 450,000 125,000	\$ - 68,000
Wastewater Interceptor Engineering, Permits, etc. (Estimated @ 30%) Contingencies (Estimated @ 20%)	Upsized from 12" to 24"	1,600 linear feet of 24" gravity wastewater line Additional fees based upon oversizing Lift Station, Force Main and WW Interceptor Increased Contingency amount based upon oversizing of Wastewater facilities	64,400 114,280 62,854	72,000 194,100 168,200	7,600 79,820 105,346
Total Wastewater Facilities Increased Cost			\$ 748,534	\$ 1,009,300	\$ 260,766
Total Estimated Utility Costs			\$ 1,303,894	\$ 2,208,300	\$ 904,406

**AGREEMENT CONCERNING CREATION AND OPERATION
OF
WILD RIDGE MUNICIPAL UTILITY DISTRICT**

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District (the "Agreement") is made and entered into by and among the City of Dripping Springs, Texas (the "City"), a general law city situated in Hays County, Texas, acting herein by and through its undersigned duly authorized Mayor, as authorized by specific action of its City Council; Meritage Homes of Texas, LLC ("Developer or Owner"); and Municipal Utility District on August 17, 2021. The City and Developer/Owner are sometimes referred to herein jointly as "the Parties".

RECITALS

A. Owner includes Meritage Homes of Texas, LLC or any other future developer or owner or the tracts within the development. The Owner owns approximately 283.427 acres, as described on **Exhibit A** (the "Property"). The Property currently lies entirely within the City's extraterritorial jurisdiction ("ETJ"). Owner petitioned to obtain the consent of the City for creation of a district to be known as the Wild Ridge Municipal Utility District ("District").

B. Pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016, Texas Water Code, the City consented or agrees to consent, subject to the terms and conditions of this Agreement, to the creation of the District by Resolution adopted on August 17, 2021, in an open and duly posted public meeting of the City (the "Resolution").

C. Owner and City have agreed that the property shall be located within the City's Corporate Limits.

D. The Parties agree and acknowledge that having the District created inside the City's Corporate Limits will limit the reimbursements to the Owner. As such, the Parties have agreed to other approaches to assist the District in reimbursing the Owner for infrastructure that benefits the City.

E. For and in consideration of the premises and the mutual agreements, covenants and conditions hereinafter set forth, the parties hereto hereby contract and agree as follows:

ARTICLE I

CONSENT TO CREATION AND REORGANIZATION OF DISTRICT BOUNDARIES

The City consents to creation of the District over the boundaries described earlier as the Property. This Agreement satisfies Section 2 of the City's Resolution No. 2021-R26.

ARTICLE II

THE DEVELOPMENT AGREEMENT AND WATER AND WASTEWATER AGREEMENT

Owner has applied for a Planned Development District zoning regarding the proposed development within the District (the "Project"), which would provide for orderly development of the Project, which may include a master-planned mixed-use development, including but not limited to, residential, commercial, recreational and open space. In addition, the City and Owner have entered into a Water and Wastewater Agreement for the provision of water and wastewater service to the District. Should the terms of this Agreement and City Ordinance or Water and Wastewater Agreement conflict and/or a separate Road Agreement, the terms of either the City Ordinance or the Water and Wastewater Agreement shall control.

ARTICLE III

ISSUANCE OF BONDS BY DISTRICT

- A. The District may issue bonds as permitted by law.
- B. Pursuant to Section 54.016, the parties agree that the purposes for which the District's bonds, or other lawful obligations to be issued by the District, may be issued are limited to the purposes and extent in the District Act (Chapter 54, Texas Water Code), including, but not limited to:
 - 1. To provide a water supply for municipal uses, domestic uses and commercial purposes;
 - 2. To collect, transport, process, dispose of and control all domestic, commercial, industrial or communal wastes, whether in fluid, solid or composite state;
 - 3. To gather, conduct, divert and control local storm water or other local harmful excesses of water in the District, related water quality facilities and/or the payment of organization expenses, operation expenses during construction, and interest during construction;
 - 4. To provide any other facilities, amenities and/or improvements authorized by the District Act, including roads, streets and appurtenant landscaping and drainage, that

benefit the Property within the District and that qualify for developer reimbursement;

5. Parks and Recreational Facilities as authorized by law; and
6. Organizational, creation and administrative costs.

C. The District shall not issue bonds payable either partially or wholly from the levy of assessments.

D. The District agrees that it shall issue bonds only in the maximum amount of \$54,150,000 and only for Utility Bonds, including Drainage, Utility Refunding Bonds, Road Bonds, Road Refunding Bonds, Drainage Bonds and Parks and Recreational Facilities Bonds, if authorized by the State of Texas, for the purposes set out in Article III (B) of this Agreement (the "Facilities"), and in the manner provided by the relevant State of Texas regulatory body, if applicable, and as permitted herein.

Upon approval of the District's Board of Directors, the District's Engineers will commence preparation of a bond application. Simultaneously, the District Board of Directors will authorize the District's Financial Advisor to provide Notice to the City of Dripping Springs, Texas that the District has authorized the preparation of a bond application, and the Notice to the City will also include the following:

1. The principal amount of Bonds expected to be issued;
2. The Summary of Costs of the Bond Issue including both Construction and Non Construction Costs;
3. The construction cost breakdown illustrating the percentage of the cost allocated to the District and, if applicable, the percentage of the cost allocated to the City;
4. The financial feasibility cash flow schedules illustrating the following:
 - a. The District's pro rata share of the debt service and the projected District tax rate necessary to repay the debt service requirement consistent with the TCEQ financial feasibility rules; and if applicable,
 - b. The City's pro rata share of the debt service and the equivalent City tax rate necessary to repay the debt service requirement;
5. The projected Schedule of Events related to the issuance of bonds; and a
6. Letter from the District's Financial Advisor stating that the Bonds are being issued in compliance of the TCEQ rules in place at the time the Bonds are expected to be issued.

Simultaneously with the preparation of the Bond Application, but in no case, later than 75 days from the date that Notice of the Bonds was provided to the City, the City will notify the District as to:

1. Whether and/or how much of the City's pro rata share of the Construction Costs or Other Costs in the District's upcoming bond issue should be included in the bond issue;
2. How much, if any, the City will pay of its pro rata share that will not be included in the bond issue; and

3. how the City will pay the Owner for the City's pro rata share of the debt proposed to be included in the District's bond issue.

Upon the City's notification of how it intends to reimburse its pro rata share of the debt to the Owner, the District will finalize its bond application and submit the application to the TCEQ along with a copy to the City. If the City fails to provide notification discussed above within 75 days, the District will proceed to finalize the bond application including the City's pro rata share. The City's pro rata share of parks improvements including all parks items in Exhibits "E" shall not exceed \$1,116,992, unless otherwise approved by City Council.

Any City review or comments will be at sole cost of the City.

No less than 30 days prior to the issuance of the Bonds, the District's Financial Advisor will provide an updated Notice to the City of the District's intent to issue the Bonds, along with updated financial feasibility cash flow schedules based upon then current interest rates.

The City shall have no right to disapprove the issuance of the Bonds unless the Owner or the District is in material breach of this Agreement.

The District agrees that the District's Bond Counsel will submit to the City Administrator a copy of the final bond transcript and the Official Statement for all Road Bonds, Utility Bonds, Refunding Bonds.

Should the City elect to pay its pro rata share of the construction costs through a lump sum payment in whole or in part from revenues described in Article IV, 4, the City agrees to pay its pro rata share to the Owner simultaneously on the date, or before, the Closing of the Bonds.

Upon closing of the Bonds, the District agrees to provide the City Administrator with a final debt service requirement schedule calculated using the interest rates received on the Bonds and broken out to illustrate the District's pro rata share of debt, and if applicable, the City's pro rata share of the debt. This schedule will be updated each time bonds are issued by the District.

All District Bonds are expected be issued with interest payments due each six months on March 1st and September 1st of year, and principal due on September 1st of each year. The City agrees to pay its pro rata share of the final debt service requirement to the District on February 15th and August 15th of each year in the amounts shown in the final debt service requirement schedule.

E. Unless the following conditions are waived by the City based on the advice of its Financial Advisor, the parties agree that the District Bonds:

4. are limited to a maximum maturity of 30 years;
5. may not have interest rates that exceed 2% above the weekly tax-exempt Bond Buyer 20 Bond index;
6. may not be issued if the District's debt to certified or estimated taxable assessed valuation ratio does not meet Commission feasibility standards, if applicable;

7. must have amortization that results in reasonably approximate level debt service payments considering all bond issues, except for an initial period of interest only payments;
8. shall contain call redemption features, and
9. may be refunded and additional bonds may be issued as refunding bonds.

F. The District shall proceed to obtain the necessary authorization for and to issue District bonds for the financing of the acquisition or construction of the Facilities to the extent and as permitted by laws applicable to the District. The City hereby consents to the issuance of the District's bonds to the extent, for the purposes, and in the manner described in this Agreement.

ARTICLE IV

LOCAL GOVERNMENT CODE SECTION 552.014 AGREEMENT

The City has requested that the District be formed inside the City's Corporate Limits. In addition, the City requests that onsite collector roads, including North-South Arterial Road and East-West Arterial Road to be constructed into four lanes, and that the offsite Collector Road connecting the Project to Highway 290 be constructed as four lanes. Other improvements will include traffic signalization, protected turn lane(s) and engineering and permitting fees. The City has also requested that the District construct enhanced utility projects, namely water and wastewater facilities. Finally, the City has requested that the District provide additional Parks/Amenity facilities. The full description of the enhanced facilities is reflected in Exhibit "E". The City's pro rata share shall only become due once the infrastructure that is the subject of the reimbursement has been constructed. All infrastructure constructed by the District shall include a maintenance bond for One Hundred Percent (100%) of the cost of the infrastructure that is valid for at least two years after construction and acceptance by the City. TCEQ rules allow for the reimbursement of Developer interest on facilities constructed and acquired through the issuance of District Bonds for a period of up to five years from the date of initial cost paid.

Locating the District to be "In-City" instead of in the City's extraterritorial jurisdiction will limit the amount of reimbursements to Developer. Regarding roads, utility and Parks/Amenity facilities, Developer has calculated that the "In-City District" will result in the Developer losing a significant amount in reimbursements. This shortfall is caused both by enhanced transportation projects and the enhanced utility and park/amenity facilities that the City desires and limited tax revenue by the District being inside City Limits.

To address this situation, the Parties, and the District, if necessary and convenient, have agreed, pursuant to Section 552.014, Texas Local Government Code, the following:

1. The District and the City agree that the District will acquire, construct, improve, enlarge and/or extend the onsite North-South Arterial and the onsite East-West Arterial Roads as four-lane roads, as well as offsite North-South Collector Roads as a four-lane road. The District and the City agree that the District will convey the finished roads to the City, and that the City will compensate the District as described in subsection 3 below, as well as described in Exhibit "B" in an amount not to exceed the cost of construction if paid prior to the issuance of a bond or bonds

or in a principal amount not to exceed the costs plus Developer interest, as allowed by TCEQ rules, and any applicable interest related to any financing obtained by the District. All roads shall be constructed to City standards. The City will be responsible for maintenance for all roads once the roads are constructed by the District and accepted by the City.

2. The District expects to issue Road Bonds, in three installments, to reimburse Developer for the cost of the four-lane Arterial and two-lane Collector roads. Developer anticipates that the District will issue the Road Bonds in 2023, 2024, and 2025. At least seventy-five (75) days prior to each bond issuance the District, shall present the City with its pro rata share of the bond issuance so that it may prepay its share in a partial or total lump sum prior to bond issuance.

3. Pursuant to Section 552.014(c), the City agrees to pledge City revenues toward repayment of a pro rata share of the debt service for the District's Road Bonds for any amounts not paid by the City prior to Bond issuance. The City's pledge shall not exceed the actual cost of the additional transportation facilities described in Exhibits "B" and Exhibit "C" which the City requested. The City's pro rata share of the Road Bonds shall be calculated by dividing by the additional cost included in Exhibit "B" by the total cost of the transportation facilities currently estimated to be \$5,837,676. The resulting percentage will then constitute the City's pro rata share of the District's Road Bond debt service requirement.

4. The City may use lawfully available funds including, but not limited to, Revenues, Planning Fees, Line Extension Fees, Development Reimbursements, and Property Taxes as sources of revenue to be pledged by the City for the repayment of the pro rata share of the Road Bond Debt. The City shall provide the District with the particular source or sources of Revenue to be used to fund the City's portion as described in the City's annual or amended budget.

5. If the City opts to use City Property Taxes as its sole source payment, the total property taxes required to be pledged are currently estimated to be \$0.019182/\$100.00 assessed valuation related to the Road Bond debt. The currently estimated tax rate necessary to repay the City Pro Rata Share of bonded debt for Roads and Utilities is \$0.02191.

6. The City agrees to provide the required funds to the District on each February 15th and August 15th so long as the bonds remain outstanding as provided in Section D.

7. The Parties further agree that the City and the District can agree on an amount that is the equivalent of the amount in Article IV, subsection 3 above if the City wishes to pay its obligation in one partial or total lump sum prior to bond issuance or upon any call of issued bonds.

8. In addition to the above, The District and the City agree that the District will acquire, construct, improve, enlarge and/or extend or cause to be acquired, constructed, improved, enlarged, and/or extended the Utility Facilities and Parks/Amenity Facilities as described in Exhibits "D" and "E" to specifications that have been approved by the City, pursuant to City Ordinance, as amended from time to time including those pertaining to utility design, construction, and installation requirements. The District may designate an adjacent property owner, district, or districts to construct the Utility Facilities so long as the Facilities are constructed in a manner required by this Agreement. The City shall have the right to inspect, at reasonable times, all

facilities being constructed by the Owners, the District, or the District's Designee. The City agrees to review all plans and specifications in a timely manner, provided by the Landowners, District, or District's Designee in a timely manner and pursuant to the procedures set forth in City ordinances and guidelines; not to unreasonably withhold its approval of such plans and specifications; and to conduct its inspections of ongoing construction in a manner that minimizes interference with such construction. Construction or acquisition of any of the Facilities within or for the District shall not commence unless the plans and specifications for them have been reviewed and approved by the City and any other governmental entities having governmental jurisdiction or contractual rights to do so. Any applicable City fees shall apply unless specifically waived by this Agreement or pursuant to the reimbursement provided for in this Agreement. The District and the City agree that the District or the District's designee that constructs the project will convey the finished Utility Facilities and Parks/Amenity Facilities to the City and that the City will compensate the District as described above and based upon cost as described in Exhibit "B" unless the Utility Facilities are constructed by an adjacent property owner, district or districts or funded by an adjacent property owner, district, or districts in which case the City will not compensate the District or District's designee for the Utility Infrastructure. Construction and operation of any Utility Facilities shall be governed by separate utility agreements between the City and the District and/or the District's designee.

9. The Parties agree and acknowledge that all Public Amenities will be conveyed to the City but will be maintained by the Homeowners Association (HOA). With the preliminary plat application, the HOA will submit a maintenance plan for the public Parks/Amenity Facilities and this plan will be reviewed simultaneously with the preliminary plat application. The purpose of the HOA maintaining the Parks/Amenity Facilities is to ensure the level of park maintenance, usefulness, and aesthetics. The HOA's maintenance costs will be taken into consideration whenever any fee is paid for use of the constructed parks by the public.

10. The City and the District have agreed to structure the debt in a manner that would enable the City to pay a portion, or all the City's Pro Rata share of bonded debt earlier than the stated maturity of the City's Pro Rata Share of debt issued by the District either prior to the issuance of the debt or at a redemption date. In this respect, the District agrees to include a 5-year optional redemption date in each series of bonds issued for Roads, Parks and Recreational Facilities or Utilities, thereby enabling the City to make a lump payment of funds to be used to defease the amount of bonded debt selected by the City. The cost of defeating any debt will be based upon the net present value of the City's pro rata share of the bonded debt issued for Roads or Utilities plus any out-of-pocket expenses incurred by the District in defeasing the debt. Defeasance of debt could occur as early as the 5-year optional maturity date or on any interest payment date thereafter.

11. If a situation arises where it is beneficial for both the City and the District to have an adjacent project construct any or all improvements, this Agreement shall be amended to take into consideration the construction by an adjacent project. Costs and bonding shall reflect any change in the party beginning or completing construction. The City will only fund those projects constructed by Meritage Homes of Texas, LLC or the Wild Ridge District pursuant to this Agreement if the construction costs are not paid by the adjacent property owners, developers, district, or districts.

ARTICLE V

AREA OF, AND LIMITATIONS ON, SERVICE

Unless the prior approval of the City Council of the City is obtained, the District shall not: (1) construct, acquire or install Facilities to serve areas outside the District; (2) sell or deliver water or wastewater service to areas outside the District; or (3) annex any additional lands to the District. Any land for which annexation to the District or out-of-district service is hereafter requested and approved shall be subject to the terms of this Agreement.

ARTICLE VI

The Parties acknowledge and agree that the City will reimburse the District for the enhanced improvements to roads, utility facilities and parks/amenity facilities as described in Exhibit" B".

ARTICLE VII

ANNEXATION OF THE PROPERTY BY THE CITY

The Parties agree and acknowledge that the property shall be annexed into the City's Corporate Limits in compliance with the terms of the Planned Development District. This document shall serve as the Petition for Annexation as outlined in Texas Local Government Code Chapter 43.

ARTICLE VIII

SEVERABILITY AND ENFORCEABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby.

ARTICLE IX

ASSIGNMENT OF AGREEMENT

Neither the District nor the City shall assign this Agreement without written consent of each of the other parties hereto. Owner shall not assign this Agreement without written consent of the City, except that Owner is specifically authorized to assign this Agreement to the District upon its creation; provided, however, that such assignment shall not relieve Owner or any successors or assigns from their obligations hereunder. It is specifically intended that this Agreement and all terms, conditions and covenants herein shall survive a transfer, conveyance or assignment

occasioned by the exercise of foreclosure of lien rights by a creditor or a party hereto, whether judicial or non-judicial.

ARTICLE X

TERM OF AGREEMENT

This Agreement shall be effective from the date of execution hereof by the City and Owner and shall be adopted by joinder of the District at their first available meeting of the Board of Directors after such execution and shall continue in effect until the District is dissolved by the City.

ARTICLE XI

BENEFITS OF AGREEMENT

This Agreement is for the benefit of the City, the District and the Owner, their successors and assigns, and shall not be construed to confer any benefit on any other party except as expressly provided herein.

Exhibits:

- Exhibit "A": Property**
- Exhibit "B": Costs of Infrastructure to be Constructed**
- Exhibit "C": Road Infrastructure**
- Exhibit "D": Utility Infrastructure**
- Exhibit "E": Parkland with Trails**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below. This agreement was approved by a majority of the City Council as required by Section 552.014 of the Texas Local Government Code.

Dated effective August 17, 2021.

CITY OF DRIPPING SPRINGS

Bill Foulds Jr
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



MERITAGE HOMES OF TEXAS, LLC

Elliot Jouts
Signature

Elliot Jouts
Printed Name

Division Vice President
Title



Exhibit "A"

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

Doucetengineers.com

Cynosure
Hays County, Texas

D&A Job No. 1691-004
August 18, 2020

METES & BOUNDS DESCRIPTION

BEING A 283.42 ACRE TRACT OF LAND OUT OF THE I.V. DAVIS, JR. PREEMPTION SURVEY, ABSTRACT NUMBER 673, AND THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 291-1/3 ACRE TRACT, DESCRIBED TO CYNOSURE CORPORATION, AS RECORDED IN VOLUME 258, PAGE 123 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], SAID 291-1/3 ACRE TRACT BEING OUT OF A CALLED 599 ACRE TRACT DESCRIBED IN VOLUME 106, PAGE 31 [D.R.H.C.T.]; SAID 283.42 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON PIPE IN THE REMAINS OF A ROCK MOUND, FOUND FOR THE NORTHEAST CORNER OF THE PHILIP A. SMITH SURVEY, NUMBER 26, ABSTRACT NUMBER 415, AND A CALLED 206.2 ACRE TRACT, DESCRIBED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAME BEING AN INTERNAL CORNER OF SAID ABSTRACT NUMBER 44, SAME BEING THE SOUTH CORNER OF A CALLED 29.78 ACRE TRACT DESCRIBED IN VOLUME 2486, PAGE 541 [O.P.R.H.C.T.], AND SAME BEING THE NORTHWEST CORNER OF SAID 291-1/3 ACRE TRACT;

THENCE N60°08'25"E, WITH THE SOUTHEAST LINE OF SAID 29.78 ACRE TRACT, A DISTANCE OF 1,550.74 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID 29.78 ACRE TRACT, SAME BEING ON THE SOUTHWEST LINE OF THE REMAINDER OF A CALLED 1,364.31 ACRE TRACT RECORDED IN DOCUMENT NUMBER 04015659 [O.P.R.H.C.T.], AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S30°08'26"E, WITH THE SOUTHWEST LINE OF SAID REMAINDER TRACT AND THE SOUTHWEST LINE OF A CALLED 1,034.73 ACRE TRACT, DESCRIBED IN VOLUME 4832, PAGE 118 [O.P.R.H.C.T.], PASSING AT A DISTANCE OF 1,756.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND AT THE SOUTH CORNER OF SAID REMAINDER TRACT, SAME BEING THE WEST CORNER OF SAID 1,034.73 ACRE TRACT, AND CONTINUING IN TOTAL 2,168.63 FEET TO A STONE MOUND WITH 60D NAIL FOUND FOR THE COMMON CORNERS OF SAID ABSTRACT NUMBER 44, THE W.R. WOOD SURVEY, ABSTRACT NUMBER 567, AND THE J.F. GILBERT SURVEY, ABSTRACT NUMBER 811, ALL IN HAYS COUNTY, TEXAS;

THENCE CONTINUING S30°08'26"E, WITH THE SOUTHEAST LINE OF SAID 599 ACRE TRACT, THE SOUTHWEST LINE OF SAID 1,034.73 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID ABSTRACT NUMBER 811 AND THE SOUTHWEST LINE OF THE LEVI LEWIS SURVEY NUMBER 154, ABSTRACT NUMBER 639, HAYS COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,854.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, PASSING AT A DISTANCE OF



1,925.27 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,113.19 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET AT THE EAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 135.92 ACRE TRACT, RECORDED IN VOLUME 3553, PAGE 378 [O.P.R.H.C.T.] AND BEING DESCRIBED AS "SHARE NUMBER ONE" IN VOLUME 198, PAGE 151 IN THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A STONE MOUND WITH A 60D NAIL FOUND ON THE NORTH LINE OF THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, SAME BEING AT THE SOUTHEAST CORNER OF SAID ABSTRACT NUMBER 44, AND ALSO BEING AT THE SOUTHWEST CORNER OF SAID ABSTRACT NUMBER 639, BEARS S30°08'26"E, A DISTANCE OF 1,380.12 FEET;

THENCE S89°15'51"W, WITH A SOUTH LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 135.92 ACRE TRACT AND THE NORTH LINE OF A CALLED 277.23 ACRE TRACT, SHARE NUMBER TWO, DESCRIBED IN SAID VOLUME 198, PAGE 151 [D.R.H.C.T.], PASSING AT A DISTANCE OF 1,670.47 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,043.33 FEET TO A 60D NAIL FOUND IN A 1/2-INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 277.23 ACRE TRACT, FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH AN EAST LINE OF SAID 599 ACRE TRACT, AND THE EAST LINE OF SAID 291-1/3 ACRE TRACT, AND AN OLD WIRE FENCE FOUND FOR THE WEST LINE OF A CALLED 100 ACRE TRACT DESCRIBED IN VOLUME 46, PAGE 53 [D.R.H.C.T.], SAME BEING A WEST LINE OF SAID SHARE NUMBER TWO, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. S11°59'53"E, A DISTANCE OF 327.25 FEET TO A 1/2-INCH IRON PIPE FOUND FOR AN ANGLE POINT;
2. S14°46'26"E, A DISTANCE OF 324.06 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
3. S20°28'59"E, A DISTANCE OF 204.36 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
4. S09°17'53"W, A DISTANCE OF 327.10 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
5. S21°13'11"W, A DISTANCE OF 64.75 FEET TO FENCE POST FOUND FOR AN ANGLE POINT;
6. S50°38'14"W, A DISTANCE OF 53.17 FEET TO A 1/2-INCH IRON PIPE FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING AN INTERIOR ELL CORNER OF SAID SHARE NUMBER TWO, ALSO BEING ON THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;



THENCE S89°00'33"W, WITH THE MOST SOUTHERLY LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING A NORTHERLY LINE OF SAID SHARE NUMBER TWO, ALSO BEING THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF SAID ABSTRACT NUMBER 693, PASSING AT A DISTANCE OF 446.98 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 566.43 FEET TO A 1/2-INCH IRON ROD WITH A "DOUCET" CAP SET AT THE SOUTHEAST CORNER OF A PROPOSED 13.585 ACRE TRACT, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID ABSTRACT NUMBER 673 AND SAID 291-1/3 ACRE TRACT, PARALLEL TO AND OFFSET WEST FROM THE CENTERLINE OF A DRY CREEK BED, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

1. N02°04'33"W, PASSING AT A DISTANCE OF 18.92 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 94.44 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
2. N30°08'52"W, A DISTANCE OF 18.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
3. N04°12'41"E, A DISTANCE OF 29.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
4. N37°58'31"W, A DISTANCE OF 81.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
5. N03°03'30"E, A DISTANCE OF 77.47 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
6. N32°35'23"E, A DISTANCE OF 70.59 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
7. N45°11'02"W, A DISTANCE OF 97.26 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
8. N33°29'02"W, A DISTANCE OF 58.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
9. N21°39'42"E, A DISTANCE OF 31.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
10. N06°13'51"W, A DISTANCE OF 139.51 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
11. N00°23'49"E, A DISTANCE OF 75.11 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;



12. N17°52'08"W, A DISTANCE OF 67.64 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
13. N11°19'38"E, A DISTANCE OF 104.20 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
14. N17°34'19"W, A DISTANCE OF 110.33 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
15. N07°27'07"W, A DISTANCE OF 254.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
16. N05°34'05"E, A DISTANCE OF 96.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
17. N14°14'54"E, A DISTANCE OF 114.91 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
18. N10°23'00"W, A DISTANCE OF 154.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
19. N19°22'37"W, A DISTANCE OF 148.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
20. N17°43'46"W, A DISTANCE OF 120.76 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
21. N14°17'07"W, A DISTANCE OF 131.27 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
22. N03°58'38"E, A DISTANCE OF 43.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
23. N41°27'27"W, A DISTANCE OF 51.28 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
24. N35°39'02"W, A DISTANCE OF 159.05 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
25. N11°24'17"W, A DISTANCE OF 103.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
26. N17°06'33"W, A DISTANCE OF 30.00 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET ON THE EAST LINE OF SAID 206.2 ACRE TRACT, SAME BEING THE EAST LINE OF SAID



ABSTRACT NUMBER 415, ALSO BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673 AND SAID 599 ACRE TRACT, AND ALSO BEING THE NORTH CORNER OF SAID PROPOSED 13.585 ACRE TRACT, FROM WHICH A 1-INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 200 ACRE TRACT RECORDED IN VOLUME 171, PAGE 229 [D.R.H.C.T.], SAME BEING THE SOUTHEAST CORNER OF SAID 206.2 ACRE TRACT, ALSO BEING ON THE NORTH LINE OF A CALLED 200.4 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18036374 [O.P.R.H.C.T.], BEARS S00°50'48"E, A DISTANCE OF 485.11 FEET;

THENCE N00°50'48"W, WITH THE EAST LINE OF SAID ABSTRACT NUMBER 415 AND SAID 206.2 ACRE TRACT, SAME BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673, SAID 291-1/3 ACRE TRACT, AND SAID 599 ACRE TRACT, PASSING AT A DISTANCE OF 1,566.62 FEET, A POINT FROM WHICH A STONE MOUND, FOUND FOR THE NORTHEAST CORNER OF SAID ABSTRACT NUMBER 673, BEARS N89°09'19"E, A DISTANCE OF 1,423.11 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 2,777.38 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 283.42 ACRES.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this property description represents an actual survey performed on the ground under my supervision.

8/18/2020
Date

Garrett Cavaiuolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800



Estimated Transportation/Road Improvements			
Item	City Request	Description	Cost Variance
East/West Arterial - Internal North/South Arterial - Internal	4 Lanes vs 2 Lanes 4 Lanes vs 2 Lanes	3,600 Linear Feet of 2-lanes of divided minor arterial, Cynosure West PL to DSISD roundabout and 114' ROW 2,600 Linear Feet of 2-lanes of divided minor arterial, with roundabout and 114' ROW	\$ 1,668,000 771,500
North/South Arterial - Wild Ridge to US290 US290 Improvements		2,400 feet of additional 2-lanes of divided minor arterial, with 114' ROW	727,600
Westbound protected right turn lane Traffic Signalization	Additional Improvements Public Safety	Paving retaining wall and drainage infrastructure	225,000 350,000
Engineering, Permits etc. (Estimated @ 30%)		Additional fees (TLA, review fees, inspection fee, City surcharge fee) & design costs based upon upsizing and addition of roads and public safety improvements	1,302,600 1,122,630
Contingencies (Estimated @ 20%)		Increased Contingency amount based upon additional roads and public safety improvements	972,946
Total including North/South Collector			\$ 5,837,676

Exhibit "B"

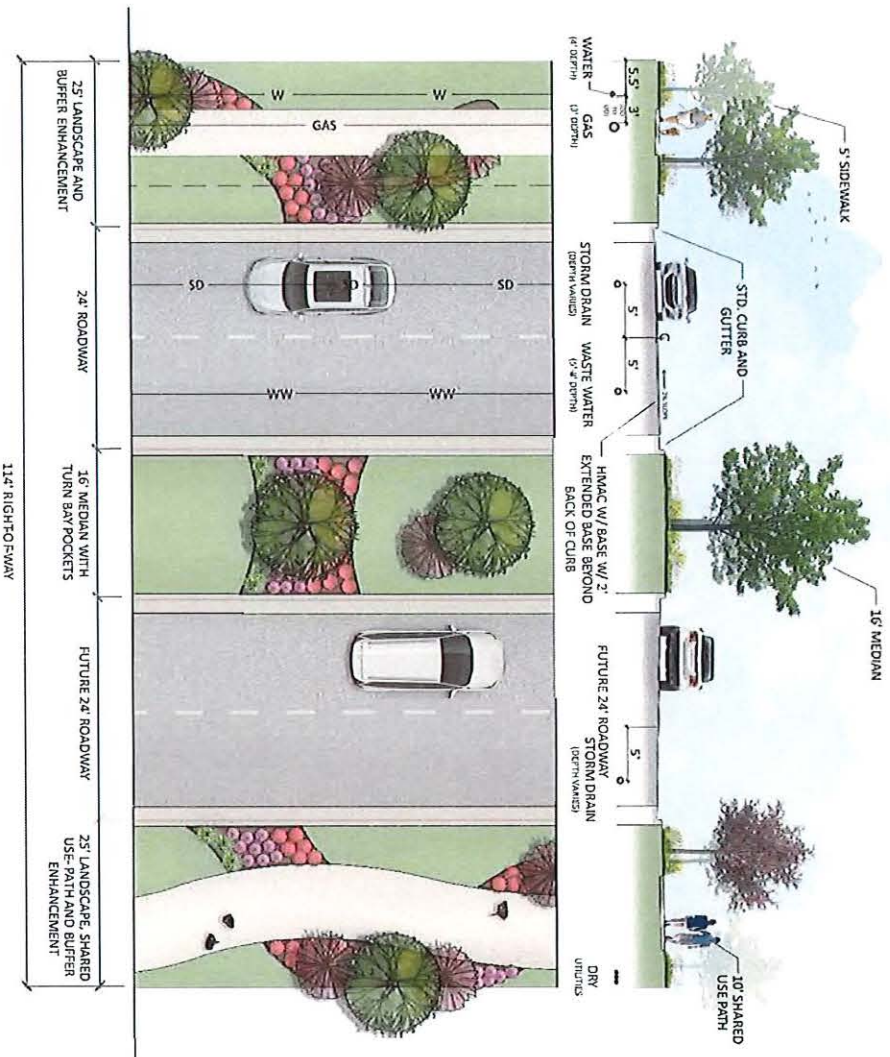
Name	Included in TLA	
	E/W Arterial	N/S Arterial
Arterial	29.00%	18.00%
Big Sky Ranch*	16.00%	1.00%
Borde Tract	0.00%	0.00%
Blue Blazes	8.00%	6.00%
Cannon Tract Residential*	4.00%	1.00%
Cannon Tract Commercial	10.00%	26.00%
Cannon Tract East*	3.00%	12.00%
Legacy Trails + Founders Ridge	0.00%	0.00%
Wild Ridge*	23.00%	35.00%
Headwaters	7.00%	1.00%
Total	100.00%	100.00%

Estimated Utility Facilities			
Item	City Request	Description	Cost Variance
Water North/South Trunk line to Anarone & Big Sky - oversizing of line from 12" to 18" North/South Trunk line loop to US290 Engineering, Permits etc. (Estimated @ 30%) Contingencies (Estimated @ 20%)	Oversizing of Trunk Line Additional Improvement	2,600 linear feet - 18" water transmission main 2,400 linear feet - 18" water main - Cynposure to US290 Additional fees based upon upsizing of lines and additional improvements Increased Contingency amount based upon oversizing of lines and additional improvements	\$ 104,000 252,000 106,800 92,560
Total Water Facilities Increased Costs			\$ 555,360
Wastewater Regional Lift Station Force Main Wastewater Interceptor Engineering, Permits etc. (Estimated @ 30%) Contingencies (Estimated @ 20%)	Oversizing Oversized from 6" to 8" Oversized from 12" to 24"	Lift Station Oversizing to serve Anarone & Wild Ridge 3,800 linear feet of force main oversized from 6" to 8" 1,600 linear feet of 24" gravity wastewater line Additional fees based upon oversizing of Lift Station, Force Main and WW Interceptor Increased Contingency amount based upon additional roads and public safety improvements	\$ 450,000 57,000 64,400 114,280 62,854
Total Wastewater Facilities Increased Costs			\$ 748,534
Total Estimated Increased Utility Costs			\$ 1,303,894

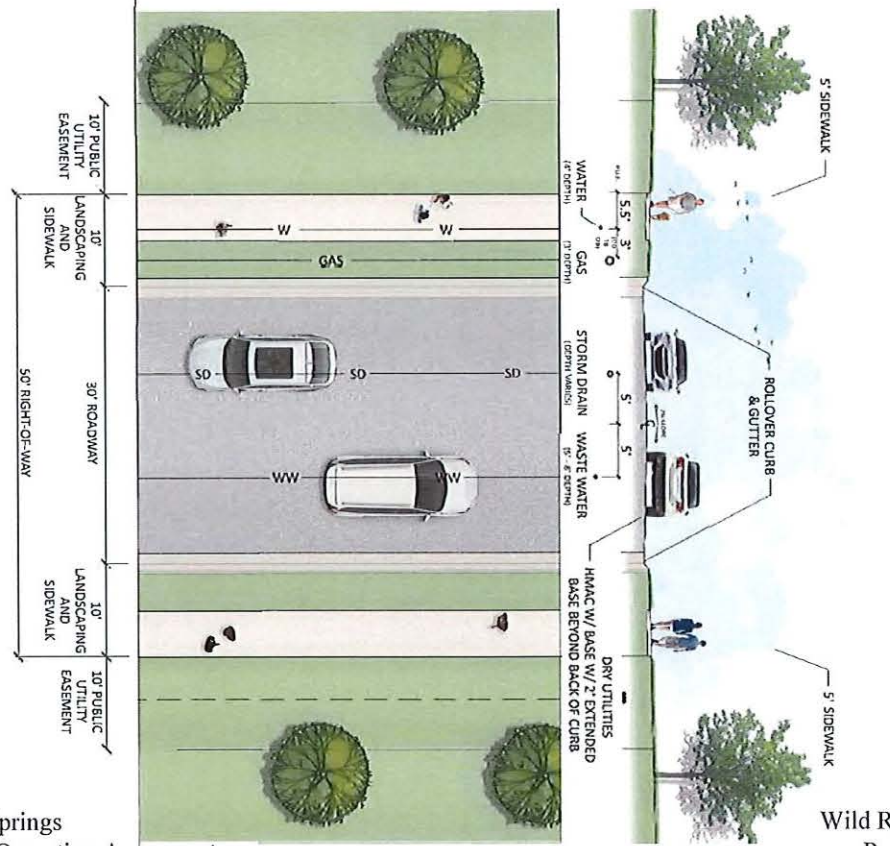
Amenities and Parkland Facilities						
Item	City Request	Quantity	Unit	Cost	Total Cost	Cost Variance
Public Amenities						
Roadside Trail (Concrete public trail)						
1. Extend Lone Peak to Roundabout (400 LF)		2,000	SF	\$ 6.00	\$ 12,000	\$ -
5-Foot Sidewalk (required)		36,000	SF	\$ 6.00	\$ 216,000	
2. East/ West Arterial (3,600 LF)		18,000	SF	\$ 6.00	\$ (108,000)	\$ 108,000
10-foot Sidewalk						
5-foot Sidewalk (per City requirements)		26,000	SF	\$ 6.00	\$ 156,000	
3. North/South Arterial- Internal (2,600 LF)		13,000	SF	\$ 6.00	\$ (78,000)	\$ 78,000
10-foot Sidewalk						
5-foot Sidewalk (per City requirements)						
Subtotal						\$ 186,000
Offroad Nature Trails and Star Gazing Areas						
4* Concrete Trails (soil grading and cleaning)		3,823	LF	\$ 72.00	\$ 275,256	
(Blue Color Trails on Exhibit C)						
4* Revegetation on either side of all trails		30,584	SF	\$ 2.50	\$ 76,460	\$ 351,716
Public Parkland Offroad Footpath						
Pruning/Cleaning/Grubbing 4' wide Trail (Orange Color Trails on Exhibit C)		5,024	LF	\$ 6.00	\$ 30,144	\$ 30,144
Trailhead (Rathgeber Connection)						
Asphalt Parking Lot (18 parking spaces)*		1	Each	\$ 80,000	\$ 80,000	
Per Waste Station		1	Each	\$ 1,200	\$ 1,200	
Trailhead Sign		1	Each	\$ 2,500	\$ 2,500	
Enhanced Landscaping		1	Each	\$ 1,500	\$ 1,500	\$ 5,200
Public Parkland Subtotal						\$ 573,060
Amenity Center Public Lot Elements						
Children's Playground		1	Each	\$ 125,000	\$ 125,000	
Trailhead		1	Each	\$ 5,000	\$ 5,000	
Workout Stations		4	Each	\$ 10,000	\$ 40,000	
Picnic Areas		3	Each	\$ 8,000	\$ 24,000	
40 Additional Spaces - Amenity Parking Lot Total Spaces equals 85		1	Each	\$ 85,000	\$ 85,000	
Manufactured Open Lawn with Irrigation		27,025	SF	\$ 4	\$ 94,588	\$ 373,588
Concrete Tee boxes with hole signage		9	Each	\$ 1,200	\$ 10,800	
Disc Golf Basket		9	Each	\$ 2,000	\$ 18,000	
Grading, cleaning, pruning and revegetation for disc golf holes		1	Each	\$ 40,000	\$ 40,000	\$ 68,800
Amenity Center Subtotal						\$ 442,388
Public Parkland and Amenity Center Subtotal						\$ 1,015,448
Contingencies 10%						\$ 101,545
Grand Total						\$ 1,116,992

*In lieu of writing a check for the Parking Lot, Meritge may make a contribution up to \$80,000 to the Park Development Fund.

Summary of Estimated Additional Costs			
Item	Cost	Meritge Costs	
Transportation/Road Facilities	\$ 5,837,676	\$ 12,732,750	
Utility Increased Costs	1,303,894	11,577,829	
Additional Amenities and Parks	1,116,992	6,736,756	
Estimated Total of Additional Costs for City Facilities	\$ 8,258,562	\$ 31,047,335	



ROADWAY (114' R.O.W.)
4-LANE MINOR ARTERIAL
 Scale: 1" = 20'



STREET (50' R.O.W.)
2-LANE RESIDENTIAL LOCAL
 Scale: 1" = 20'

Street Sections

Date: July 8, 2021

Sheet 14.14 of 17. This drawing is a conceptual illustration and does not represent a final design. It is for informational purposes only. It should be considered as preliminary, in need of verification, and subject to change. This plan is conceptual in nature and does not represent any regulatory approval. Plans is subject to change.

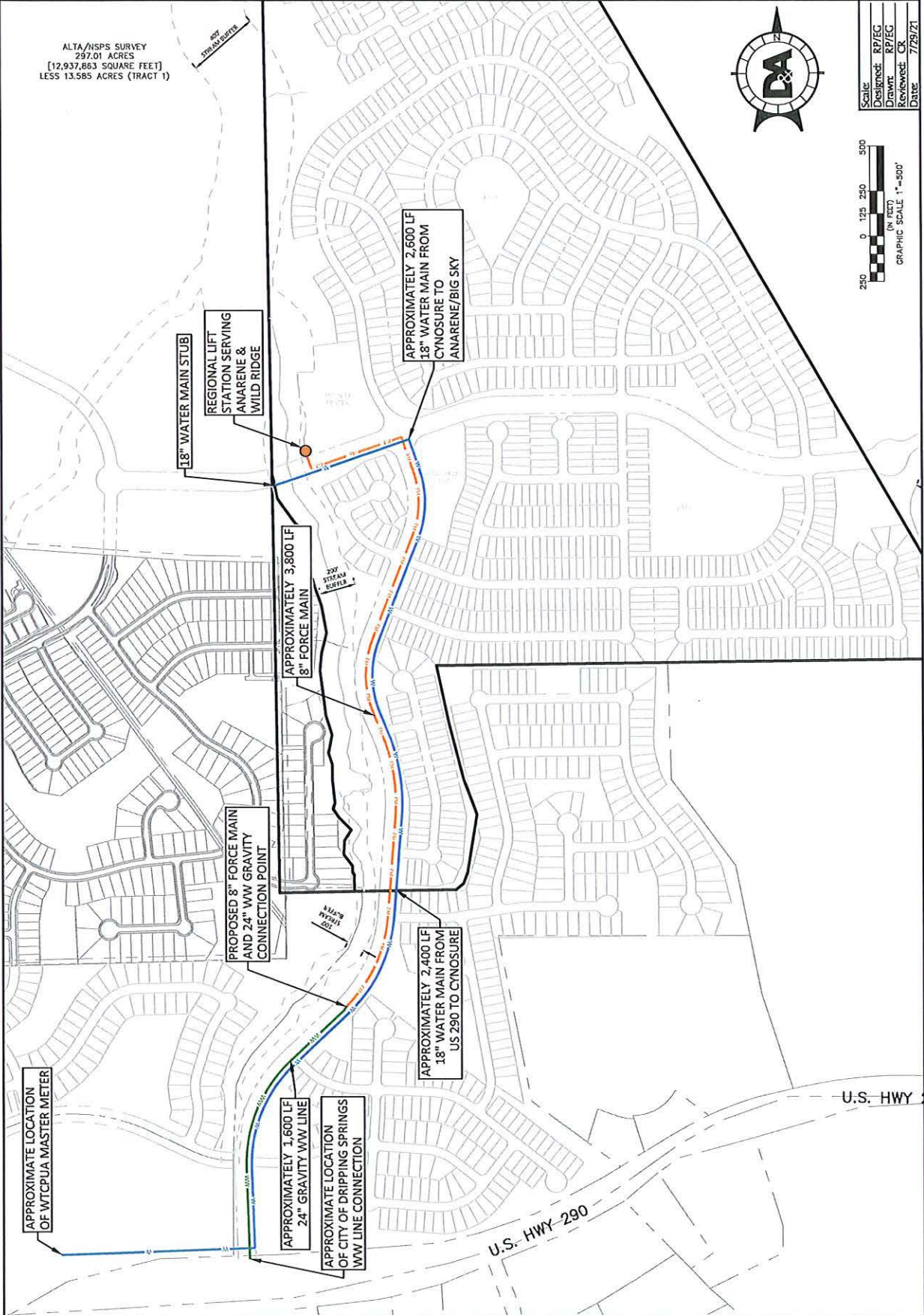
DA DOUCET & ASSOCIATES
 123 Broad Street, Suite 302
 Easton, MA 01027, Tel: (413) 203-2349
 www.doucetengineers.com
 1815 Firm Number: 3137
 1815 Firm Number: 1010500

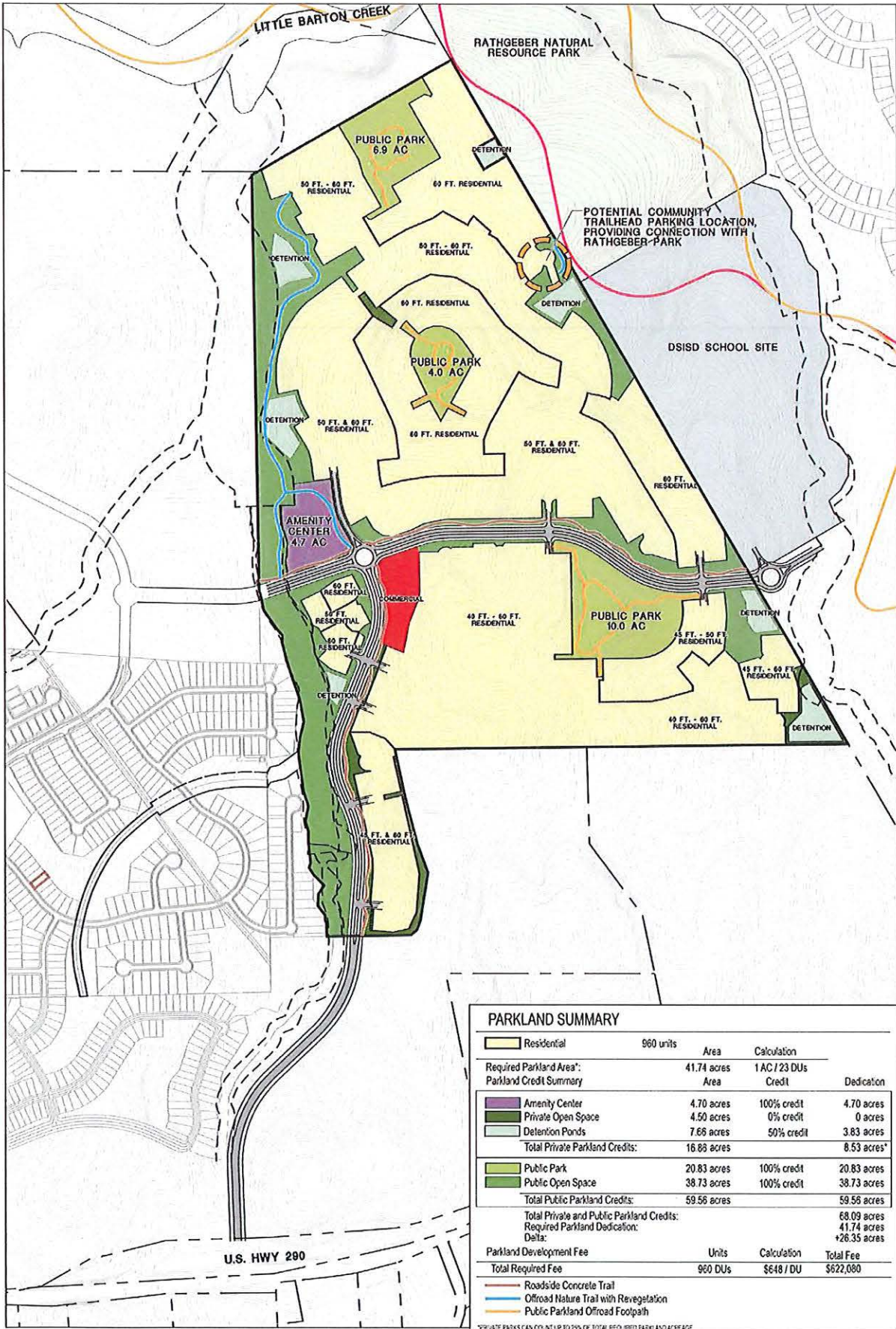
**EXHIBIT "D"
 REGIONAL UTILITIES**

MERITAGE HOMES, LLC
 WILD RIDGE DEVELOPMENT
 HAYS COUNTY, TEXAS 78620

THESE PLANS ARE HEREBY
 REVIEWED AND APPROVED FOR THE
 CITY OF DRIPPING SPRINGS, TEXAS
 BY THE ENGINEERING
 REVIEW AND ARE NOT TO BE
 USED FOR ANY OTHER PROJECT
 WITHOUT THE WRITTEN
 CONSENT OF DA DOUCET &
 ASSOCIATES, INC.

SHEET
1
Project No.
1691-005





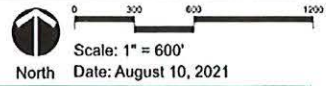
PARKLAND SUMMARY

Category	Units	Area	Calculation	Dedication
Residential	960 units			
Required Parkland Area*		41.74 acres	1 AC / 23 DUs	
Parkland Credit Summary		Area	Credit	Dedication
Amenity Center		4.70 acres	100% credit	4.70 acres
Private Open Space		4.50 acres	0% credit	0 acres
Detention Ponds		7.66 acres	50% credit	3.83 acres
Total Private Parkland Credits:		16.86 acres		8.53 acres*
Public Park		20.83 acres	100% credit	20.83 acres
Public Open Space		38.73 acres	100% credit	38.73 acres
Total Public Parkland Credits:		59.56 acres		59.56 acres
Total Private and Public Parkland Credits:				68.09 acres
Required Parkland Dedication:				41.74 acres
Delta:				+26.35 acres
Parkland Development Fee	Units	Calculation	Total Fee	
Total Required Fee	960 DUs	\$648 / DU	\$622,080	

Trail Type	Color
Roadside Concrete Trail	Red
Offroad Nature Trail with Revegetation	Blue
Public Parkland Offroad Footpath	Orange

*PRIVATE PARKS CAN COUNT UP TO 25% OF TOTAL REQUIRED PARKLAND ACREAGE

**EXHIBIT E
PARKS, TRAILS, & OPEN SPACE
WILD RIDGE**





To: Mayor Bill Foulds Jr. & City Council
From: Tory Carpenter, AICP – Planning Director
Date: August 1, 2023
RE: Parkland Dedication Ordinance

I. Overview

Any new residential development within the City Limits or ETJ is required to either; a.) dedicate parkland within the development or; b.) pay a fee in lieu of parkland dedication. In 2021, these requirements were updated to ensure that the City was acquiring an appropriate amount of parkland and being paid a fair amount as a fee in lieu. However, after recently assessing parkland dedication and fee in lieu requirements for numerous projects, staff found that the requirements are unreasonably excessive, particularly for multifamily projects.

Staff suggests a text amendment to the parkland dedication ordinance to better reflect the actual cost of dedication and to provide more transparency to applicants. These proposed changes do not affect the parkland development fee.

II. Summary of Subdivision Ordinance Update

1. Land Dedication Requirements

The parkland dedication requirements are meant to increase the amount of parkland proportionally with population growth. The current ordinance uses a 2021 baseline of 70 people per acre of parkland and assumes 3.03 persons per dwelling unit.

This ordinance update will adjust the assumed persons per dwelling unit based on 2020 Census data to better reflect anticipated impacts to the parks system. This update assumes 2.73 persons per dwelling unit for single-family and 2.16 persons per dwelling unit for multifamily.

2. Fee in Lieu of Land Requirements

An applicant may request to pay a fee-in-lieu of parkland dedication which is meant to reflect the price of the City to acquire parkland. Currently, the ordinance requires the fee amount to be based on the appraised value of the property within the development.

This ordinance update will provide language to allow us to set a straight fee per unit. Staff is proposing a fee of \$1317 for multifamily and \$1716 for single-family. These fees are based on an assumed land value of \$44,000 per acre which is consistent with the appraised value of the Rathgeber property that the City acquired in 2020. Staff decided to use Rathgeber given its recent acquisition by the City and relatively low appraised value compared to other City-owned parkland properties.

Parkland fee in lieu Calculations			
	Acreage Requirement	Parkland Land Value per Acre	Fee in Lieu per Unit
Duplex / Single Family	1 acre / 25.64 Units	\$ 44,000	\$ 1,716
Multifamily	1 acre / 33.42 Units		\$ 1,317

III. Parks & Recreation Commission Recommendation

At their meeting on July 17, 2023, the Parks and Recreation Commission considered this proposed ordinance update and recommends a change specifying that a market analysis review of the fee in lieu amount shall be performed at time of budget review on all odd years. The Commissions voted unanimously to recommend approval of the ordinance with this proposed change.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2023--

AN ORDINANCE AMENDING ARTICLE 28.03 PARKLAND DEDICATION IN THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES CHAPTER 28; AMENDING THE CALCULATION OF PARKLAND DEDICATION FEES RELATED TO MULTI-FAMILY DEVELOPMENT; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to gain and maintain parkland in the City of Dripping Springs, Texas (“City”) and its Extraterritorial Jurisdiction (“ETJ”); 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 Chapter 212, the City has authority to regulate subdivisions; and

WHEREAS, pursuant to Texas Local Government Code Section 331.005, the City can control and manage parks within the City; and

WHEREAS, pursuant to Texas Local Government Code Section 331.001, the City can acquire land and facilities to be used for public parks and playgrounds by gift, devise, or purchase; and

WHEREAS, it is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public’s welfare; and

WHEREAS, the only adequate procedure to provide for parks is to integrate such requirements into the planning and development of property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing property; and

WHEREAS, the requirements within the ordinance are adopted to affect the purposes stated above; and

WHEREAS, the City Council finds that the amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City; and

WHEREAS, the City Council had a meeting and a public hearing on August 1, 2023 and recommended approval; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

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

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. AMENDMENT

Article 28.03: Parkland Dedication and Park Development of the City of Dripping Springs Code of Ordinances is hereby amended so to 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, 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. 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 of caption.

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 1st day of August 2023, 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

ATTACHMENT "A"

ARTICLE 28.03 PARKLAND DEDICATION AND PARK DEVELOPMENT¹

Sec. 28.03.001. Title.

This article shall be known and cited as the parkland dedication and park development ordinance.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.002. Purpose.

The purpose of this section is to provide parks, open spaces, and trails that implement the parks, recreation, and open space master plan. The City of Dripping Springs City Council has determined that parks, open spaces, and trails are necessary for public welfare, and that the adequate procedure to provide these community amenities is by integrating standards into the procedures for planning and developing property.

This article is enacted to enable the city to gain and maintain the following attributes of parkland:

- (1) Enhancement of the community's quality of life, which embraces its livability, aesthetic integrity, and sense of community;
- (2) Ecological and environmental preservation, biodiversity, improving water quality, air cleansing, aquifer recharge, and flood control;
- (3) Scenic vistas unique to the Texas Hill Country that engage the park user in leisure recreation;
- (4) Facilities for active recreation and sporting events;
- (5) Places for engaging in passive recreation;
- (6) Economic contribution of parks and open spaces to the vitality of the city;
- (7) Promotes cultural, artistic and sporting endeavors;
- (8) Meets the goals of the comprehensive plan and the parks, recreation, and open space master plan;
- (9) Provision of a fair and equitable park system, utilizing park amenities that are sustainable, durable and of high quality; and
- (10) Provision or enhancement of park connectivity throughout the city via linear parkland and greenways that create unimpeded wildlife corridors as well as house multimodal pedestrian access trails.

(Ord. No. 2021-04 , § 2, 1-12-2021)

¹Ord. No. 2021-04 , § 2, adopted January 12, 2021, repealed the former article 28.03, §§ 28.03.001—28.03.010, and enacted a new article 28.03 as set out herein. The former article 28.03 pertained to parkland dedication and derived from Ord. No. 1512.3, adopted January 10, 2007.

Sec. 28.03.003. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Active recreation . Public recreational areas that accommodate youth and adult level team sports (baseball, football, soccer, lacrosse, etc.) and provide practice/game fields for organized recreational leagues.

Applicant . A person or entity who submits to the City of Dripping Springs an application for an approval required by this article. To be qualified as an applicant under this article, the person or entity must have sufficient legal authority or proprietary interests in the land to commence and maintain proceedings under this article. The term shall be restricted to include only the property owner(s), or a duly authorized agent and representative of the property owner. In other jurisdictions, the term is sometimes referred to as the "developer", "subdivider", "builder", or other similar title.

City . The City of Dripping Springs, an incorporated municipality located in Hays County, Texas. Unless otherwise stated, the term includes both the city limits and the extra-territorial jurisdiction (ETJ).

Concept plan . A drawing of the overall conceptual layout of a proposed development, superimposed upon a topographic map which generally shows the anticipated plan of development, and which serves as a working base for noting and incorporating suggestions of the city's administrative officers, the PRC, the P&Z, the city council, and others who are consulted prior to preparation of the preliminary plat. In other jurisdictions, the term is sometimes referred to as a "preliminary site plan" or a "land study."

Development . The construction, reconstruction, conversion, structural alteration, relocation, renovation, or enlargement of any structure on land. The term also includes any mining, excavation, landfill, or land disturbance.

Dwelling unit (DU or DUs) . Any building, structure, or portion of a structure, which is designed, used, or intended to be used, for human occupancy as primary living quarters.

ETJ . The extraterritorial jurisdiction of the city.

Fee-in-lieu . A developer may request, and the city may approve, an option whereupon, developers may be required to contribute cash instead of parkland dedication and parkland development and is commonly referred to as "fee-in-lieu". In such instances, the fee-in-lieu amount required is equal to the fair market value of the required parkland acreage for dedication and the cost for park development as designated in the Methodology section of this article.

General parks plan . Statement of the suitability of the parkland in meeting the criteria for parks as outlined in this article and a detailed description of any proposed improvements shall be in accordance with recommendations as outlined in the city's Code of Ordinances, as well as the parks, recreation, and open space master plan.

Open space . Within parkland, open space is parkland that is to be kept essentially unimproved and dedicated for the public or private use. The primary functions of this type of parkland are the protection of hill country scenic vistas, protection of quiet rural lifestyle, and conservation of native wildlife. Open space may feature, but is not limited to, minimal improvements such as walking trails, picnic sites, and/or benches. Open space may include, but is not necessarily required to include, land restricted by conservation easements.

Park fund . The fund in which fee-in-lieu and other park funds are deposited and which can only be used for the development, maintenance, or acquisition of parks, trails, and related facilities.

Parkland . Platted tract of land designated and used for recreation or open space.

Parks and recreation commission (PRC) . Citizens' advisory body appointed by the city council which acts generally in an advisory capacity to the city council in the acquisition, development, utilization, operation,

improvement, equipment and maintenance of all park playgrounds and recreational areas owned or controlled by the city. Described more fully in article 2.04, Boards, Commissions and Committees, division 3, Parks and Recreation Commission.

Parks, recreation, and open space master plan . Guiding document for establishing the framework of a long-term, successful park system for the City of Dripping Springs. The document is updated every five years to ensure that the park system remains viable for the citizens of the city and its ETJ.

Park service area . In accordance with the parks, recreation, and open space master plan, the City of Dripping Springs and ETJ are sectioned off into service areas. These service areas provide guidance for development of the park system.

Park trail . Multiple-purpose trails located within parks. The focus of the trail is on recreational values and harmony with the surrounding natural environment. Trails shall accommodate a variety of activities, including pedestrians and/or bicyclists.

Private park/recreation facility . Private park areas and recreational facilities are privately owned yet make a contribution to the overall public park and recreation system because they contribute to the leisure activities of the neighborhood or park service area in which they are located.

Rule of interpretation . Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below but are defined elsewhere in the Code of Ordinances or other documents as adopted by the city, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa). The word "shall" is always mandatory, while "may" is merely directory. Headings and captions are for reference purposes only. Any reference to the city parks plan, city open space plan, or general parks plan in this or any other ordinance or document is synonymous with the parks, recreation, and open space master plan.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.004. Applicability and parks, recreation, and open space master plan.

This article applies to all property within the city limits and the extraterritorial jurisdiction (ETJ). This article applies to applications for which city approval is sought under the city's subdivision ordinance and site development ordinance, as may be amended. The costs associated with development and maintenance of neighborhood and community parks should be borne by the landowners of residential property, who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. The requirements within the ordinance are adopted to affect the purposes stated above.

- (1) The guiding document for all park and recreation development will be the most current parks, recreation, and open space master plan and any updates to the plan which occur from time to time, based on input from the community and approval by the City Council of Dripping Springs. Determination of acceptability of a proposed neighborhood park dedication and development and/or for a proposed community park dedication and development or cash-in-lieu is based upon the City of Dripping Springs Parks, Recreation, and Open Space Master Plan, as may be amended from time to time.
- (2) Neighborhood parks are the cornerstone of the park system and serve as the recreational and social focus of the neighborhood. Focus is on informal active and passive recreation. These parks are typically one-quarter- to one-half-mile distance from all areas it serves and uninterrupted by non-residential roads and other difficult barriers.

- (3) Community parks are designed to serve both active and passive leisure needs of residents. Most users come from surrounding areas larger than what a neighborhood park typically serves. Community parks are located within park service areas established by the city.
- (4) Existing parks in Dripping Springs currently serve the needs of several neighborhoods located within the city limits and in the ETJ and are located within a one-half- to five-mile radius (approximate) of Dripping Springs residents and ETJ users. Founders Memorial Park and Sports and Recreation Park provide amenities that are typical in community parks, providing services to users in the city and ETJ alike due to the absence of community park facilities within the ETJ. Together, neighborhood parks and community parks can meet more of the recreational needs of residents.
- (5) The methodology is the formula that is used to determine the requirement for acreage to be dedicated per dwelling unit, fees required in lieu of the dedication of parkland, number of acres required per dwelling unit to meet the criteria of parkland dedication, as well as the park development fee.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.005. Exemptions for certain projects.

- (a) Statutory exemptions. Properties that are subdivided for residential use where the lots are greater than five acres, and no other public improvements are required, are not subject to the required dedication of parkland or open space, but are still required to pay the park development fee unless otherwise exempted.
- (b) Small projects. Subdivisions and site developments generating five dwelling units or fewer are exempt from the dedication requirements in this article. Applicants may not attempt to utilize this exemption by separating the project into a series of smaller projects. The exemption authorized by this section may only be utilized once and may not apply to subsequent divisions of the property. This exception applies to replats that do not increase the dwelling units for the subdivision by five or more. Such projects are still required to pay the park development fee unless otherwise exempted.
- (c) Historic district. Properties located within the historic district are exempt from parkland dedication requirement, unless more than 25 dwelling units are proposed, but are still required to pay the park development fee unless otherwise exempted.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.006. Parkland dedication and development methodology.

- (a) Parkland dedication and parkland development calculations.
 - (1) For the purpose of this section, parkland dedication and parkland development calculations reflect the maximum possible land dedication, parkland development, and fee-in-lieu of land dedication allowable. The city, at its option, may reduce the required land dedication and fee-in-lieu of payment if other opportunities are deemed worthwhile and suitable for parks or trails in accordance with the parks, recreation, and open space master plan and allow the applicant to contribute to its proportional share of park and recreational facilities.
- (b) Basis for current level of service.
 - (1) Parkland dedication and park development fees are based on the current level of park service for the Greater Dripping Springs Area. This park service area is defined as the same geographic service area for the Dripping Springs Independent School District (DSISD). The dedication and fee requirements are subject to change whenever the parks, recreation, and open space master plan is updated, whenever

the U.S. Census Persons Per Household or other population estimates are revised and/or in conjunction with annual changes in land values or costs for park development.

(2) According to the Dripping Springs Independent School District Demographic Update, which was completed in Spring 2019, and prepared by population and survey analysts, the number of households in the DSISD/City of Dripping Springs park service area is 13,701^A. According to the 2019 U.S. Census Bureau^B, the average number of persons per owner occupied household in the Greater Dripping Springs Area is 3.03 persons per household (PPH) and is referred to as the dwelling unit or DU (Sec. 28.03.003 Definitions). The estimated population 2019 projection for the Drippings Springs Park Service Area is 41,514^C.

(3) References for data .

(A) The DSISD student projection for the 2020-2021 school year is 7,810 students per the Dripping Springs Independent School District Demographic Update Spring 2019. That same publication estimates that there is a weighted average of 0.57 students per single-family home. This projects to 13,701 homes in the Dripping Springs park service area.

(B) <https://www.census.gov/quickfacts/fact/table/drippingspringscitytexas,US/PST045219>

(C) 31,701 homes multiplied by 3.03 persons per household = 41,514 population.

(D) Source: City of Dripping Springs Parks, Recreation, and Open Space Master Plan 2014-2024.

(c) Rationale for parkland dedication and park development fees .

(1)

Current Level of Service	
Population (City and ETJ)	41,514 (based on DSISD Service area)
Total Existing Parkland	590.99 acres
Total Persons Per Acre	70 People
Land Dedication Requirements	
Persons per DU for Single-Family/ Duplex	3.03 2.73 (2019 2020 Census)
Persons per DU for Multifamily	2.16 (2020 Census)
Calculation for Single-Family / Duplex	41,514/590.99 = 70 people per acre of parkland; 70 people/ 2.73 3.03 PPH = 23.10 25.64 or 23 DU
Calculation for Multifamily	41,514/590.99 = 70 people per acre of parkland; 70 people/2.16 PPH = 32.42 DU
Dedication Criteria for Single-Family/ Duplex	1 acre of parkland/ 23 25.64 Dwelling Units
Dedication Criteria for Multifamily	1 acre of parkland/32.42 Dwelling Units
Fee-in-Lieu of Land Requirements	
Average Cost per Acre	Market Rate, determined by an appraisal performed at the time of the request Based on the average purchase price to the City for acquiring an acre of parkland.
Cost per Dwelling Unit	Market Value Per Acre for each required acre of dedication (1 acre/23 DUs) Required parkland acreage multiplied by the average cost per acre to be reflected in the fee schedule.
Park Development Fee	
Cost of 50 Acre Park	\$6,739,129.00
Number of persons per active recreation community parks	20,757

Calculation	\$6,739,129.00/20,757.00 = \$324.00/person; \$324.00 x 3.03 PPH (City Council voted to lower the fee per dwelling unit by calculating 2 PPH as shown below)
Fee Per Dwelling Unit	\$648.00

- (2) The fee model for an active recreation park in Dripping Springs is based on a 50-acre park comparable to a community park as designed in the Dripping Springs, Parks, Recreation, and Open Space Master Plan.
- (3) The model estimates a development cost of \$6,739,129.00.
- (4) The park development budget is required to be equal to or greater than the park development fee required and must be approved by the parks and recreation commission and city council. The park development costs greater than the parkland development fee is not transferable to other development projects.
- (5) If the applicant's proposed development is in a park service area that identifies a future community or active use park, the city may request that the applicant dedicate land for the park. In that case, an offset may be considered against the required fee-in-lieu of land required.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.007. Dedication of public parkland required.

- (a) Residential dedication requirements.
 - (1) For projects where the use includes residential dwelling units, an applicant who subdivides or plats land under the city's subdivision ordinance, excluding replats, amending plats, and minor plats that do not increase the subdivision's density by more than five dwelling units, shall provide for the dedication or designation of land suitable for parkland and recreation purposes. If parkland is not dedicated at the time of platting, but would be required for a project as presented at site development, then parkland shall be dedicated as required in this article at the time of site development.
 - (2) Land dedicated as a requirement of this article shall be suitable for parkland and recreation purposes.
 - ~~(3) The minimum acreage of public parkland required shall be as follows:~~
 - ~~(A) One acre for each 23 dwelling units, or fraction thereof.~~
 - ~~(B) Residential subdivisions with fewer than 23 dwelling units shall dedicate five percent of overall acreage of the property to be subdivided as public parkland.~~
- (b) The land to be dedicated shall form a single lot with a minimum of one acre required.
- (c) Exemptions.
 - (1) When the developer/subdivider is proposing to dedicate the required acreage to satisfy the public parkland dedication requirements, but not as a single lot, the parks and recreation commission may make a recommendation to city council to approve the parkland dedication if they find that it meets the intent of the code, and the proposed parkland lots have access from a public right-of-way.
 - ~~(2) A developer shall make a financial contribution in accordance with section 28.03.006, and the city's adopted fee schedule, in lieu of dedication of public parkland when:~~
 - ~~(A) No portion of the tract of land is located within the city limits; or~~

~~(B)~~—The developer does not dedicate at least an acre of parkland and less than one acre of land would be required to satisfy the parkland dedication requirements.

- (d) The rate required for the financial contribution shall be in accordance with the adopted fee schedule in accordance with the methodology in section 28.03.006, provided herein. The fee shall be reviewed on annual basis to ensure accuracy and value.

Sec. 28.03.008. Criteria for dedication.

- (a) Any land to be dedicated to meet the requirements of this section shall be suitable for public parks and recreational activities as determined by the city administrator or their designee, and comply with the following standards and requirements:
- (1) The parkland lot shall be centrally located within the development, when practical.
 - (2) Where residential subdivision is proposed to be developed in phases, the parkland lot shall be located within the first phase of the development. If the required public parkland is proposed to be outside of the first phase, the first phase may be approved provided that fee-in-lieu of dedication is paid for the number of dwelling units within that first phase. In this event, the fee paid may be credited toward the required parkland dedication fee for the subsequent phase(s) of the development.
 - (3) The parkland lot shall have a minimum lot width and street frontage of 30 feet. When practicable, the parkland lot shall be a multi-frontage lot.
 - (4) The parkland lot shall provide on-site parking or be located along a street where on-street parking may be accommodated on both sides of the street.
 - (5) A minimum of 50 percent of the parkland lot shall not exceed a 20 percent grade. A slope analysis exhibit shall be provided to the city engineer.
 - (6) Areas within the FEMA or calculated 100-year floodplain may be dedicated in partial fulfillment of the dedication requirement not to exceed 50 percent. When area within the floodplain is proposed to be dedicated, a minimum of two acres of land, and the frontage of the property where it is accessed from public right-of-way shall not be located within the FEMA or calculated 100-year floodplain.
 - (7) Parkland lots with the following conditions shall not be accepted unless recommended by the parks and recreation commission, and approved by city council:
 - (A) The lot is primarily accessed by a cul-de-sac.
 - (B) The lot is hindered by utility easements or similar encumbrances that make development of the land unfeasible. This limitation does not apply to land encumbered solely by public utility easements required by the subdivision ordinance.
 - (C) The lot is encumbered by sensitive environmental species or habitat areas.
 - (D) The lot contains stormwater facilities. Where stormwater facilities are proposed, stormwater facilities must be designed as a park amenity, to include trails, benches, and opportunity for recreation.
 - (8) A minimum of two-inch water service line and six-inch gravity wastewater service line shall be provided at one of the property lines in a location approved by the city engineer. This provision can be waived if water/wastewater is not within a reasonable distance from the property, as determined by the city engineer.
 - (9) Sidewalks and trails shall be provided along all street frontages, and trails shall be provided in accordance with the master trails plan, as well as all criteria found in the city's subdivision ordinance or other city ordinances. Sidewalks required by other city ordinance such as at the time of platting or site

development, will not be counted towards the required parkland dedication. Trails may be considered as part of required parkland dedication.

- (b) Alternative site and development standards.
- (1) Alternative design standards for public parkland may be proposed and submitted to the planning and development department, provided the intent of the requirements of this section are met.
 - (2) Prior to submitting an application for development where alternative site and development standards are requested, the applicant shall complete the following:
 - (A) Provide a letter to the planning and development department that details the alternative design for parkland dedication and why it is equal to or better than the minimum standards; and
 - (B) Conduct a site visit with the planning and development department or their designee to review the proposal.
 - (3) The planning and development department shall review the alternative design based on section 28.03.007, Dedication of public parkland requirement, and section 28.03.008, Criteria for dedication, and present the alternative design to the parks and recreation commission for recommendation to city council for final approval.
 - (A) The parks and recreation commission shall recommend approval, approval with conditions, or disapproval of the request.
 - (B) The city council shall approve, approve with conditions, or disapprove of such requests.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.009. Amendments.

Any increase in density or modification to an approved parkland dedication plan and/or subdivision, or a modification that would have otherwise required more parkland to be dedication, shall be required to dedicate additional parkland in accordance with this article, pay fee-in-lieu, or apply for alternative site and development standards as if it were a new application. If a property owner is requesting to modify an approved parkland dedication plan, they shall submit a new application with the requested changes, an explanation regarding the reason for the change, and the proposed new plan, subject to review and decision by the appropriate board, depending on whether the amendment is considered minor or major, as defined in this section.

- (1) Minor amendment. A minor amendment is any change that would increase/decrease the approved parkland acreage by five percent of the overall required parkland acreage. Minor amendments are subject to review and final decision by the parks and recreation commission.
- (2) Major amendment. A major amendment is any change that would increase/decrease the approved parkland acreage by more than five percent of the overall required parkland acreage. Major amendments are subject to review and decision by the parks and recreation commission, and approval by city council.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.010. Park development fee.

- (a) In addition to the dedication of public parkland or fee-in-lieu, a developer shall pay a park development fee to meet the need for the active recreation parks. According to the city's parks, recreation, and open space master plan, the city has two community parks, which are servicing the entire population as described in

section 28.03.006. The park development fee is meant to provide active recreation parks and sports field options, and/or provide trails that connect park users to the existing community parks.

- (b) The amount for the park development fee shall be in accordance with the adopted fee schedule and based on the analysis as explained in the methodology in section 28.03.006.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.011. Fee-in-lieu of dedication.

- (a) When the city deems existing parkland to be of an insufficient quantity (in the park service area in which the development is located), or unacceptable, unavailable, or unsuitable based on the standards established by this article for park purposes, and subject to review by the city council, fee-in-lieu of land shall be paid into the "park fund" established by the city. Such money shall be paid in accordance with the methodology in section 28.03.006, as well as the criteria of this article.
- (b) The value of the parkland shall be calculated ~~based on the average purchase price to the City for acquiring an acre of parkland. as the average estimated fair market value per acre of the land being subdivided within 24 months of application for plat or site development at the time of preliminary plat approval. The appraisal shall be performed by a State of Texas certified real estate appraiser, mutually agreed upon by the city and the applicant and paid for by the applicant.~~
- (1) If the city deems it acceptable based on the circumstances, the applicant may dedicate, or designate parkland acreage combined with cash. The cash contributions shall be paid at or prior to the final plat or site plan approval, whichever is most applicable to the project.
 - (2) Whether the city approves parkland dedication or elects to require fee-in-lieu thereof when the parkland dedication does not meet the requirements of this article, or a combination of both acceptance of parkland dedication and fee-in-lieu, shall be determined by consideration of the following:
 - (A) The natural features, access, and location of land in the subdivision available for dedication;
 - (B) The size and shape of the subdivision and land available for dedication;
 - (C) The compatibility of the parkland dedication with the city's parks recreation, and open space master park plan; and
 - (D) The location of existing and proposed park sites, trails and greenways.
 - (3) If the applicant pays fee-in-lieu for parkland dedication and complies with this article with no dedication of parkland, the fee-in-lieu can be reviewed and approved by the city administrator without review of the parks and recreation commission. If any parkland is dedicated or the fee-in-lieu proposed is less than what is required, then the application shall be reviewed in accordance with this article.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.012. Credit for private parks.

- (a) Where privately-owned and maintained parks or other recreation facilities with ~~non-exclusive~~ private amenities are proposed, the city administrator, after recommendation from the parks and recreation commission, and approval from city council, may grant a credit up to 25 percent of the required public parkland dedication amount and/or fee-in-lieu. The credit is not applicable to the park development fee.

- (b) Privately-owned and maintained parks or other recreational facilities shall meet the following minimum standards:
- (1) The park or recreational facility shall have a minimum lot area of two acres.
 - (2) The park or recreational facility shall include the minimum number and type of facilities outlined in section 28.03.010.
 - (3) The park or recreational facility shall comply with the parks, recreation, and open space master plan, and other applicable city regulations.
- (c) Privately-owned and maintained parks or other recreational facilities for a single-family, two-family, townhome, or detached multi-family shall be identified on the subdivision plat as a private open space lot.
- (d) Privately-owned and maintained parks or other recreational facilities shall be owned and managed by a mandatory homeowners association (HOA) or property owners association (POA), or similar permanent entity, and subject to restrictive covenants that state the following:
- (1) The land shall be utilized for parkland or open space in perpetuity.
 - (2) Each property owner within the subdivision encumbered by the restrictive covenants shall be required to pay dues and/or special assessments for the maintenance of the private park or recreation facility.
 - (3) If the responsible agency dissolves, cannot fulfill its obligations or elects to sell, transfer, or otherwise divest itself of the land, the city shall have the right of first refusal on acquiring the property. If the city elects to acquire the land, said land shall be transferred at no cost to the city and in accordance with the city's regulations on dedicating parkland.
 - (4) The cessation of the privately-owned and maintained park or other recreational facility shall be prohibited until such time as the declarant cedes control of the responsible agency to purchasers of properties within the subdivision, and then only upon amendment to the restrictive covenants approved by three-fourths of the members of the responsible agency.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.013. Method of dedicating parkland.

- (a) Land to be dedicated for public parkland shall be identified on the preliminary plat; final plat; subdivision construction plans; and site plan, when applicable. When construction of park improvements and/or private parks is proposed, all amenities shall be identified on the subdivision construction plans or site plan, as applicable. Fiscal surety is the amount equal to the park improvement fee shall be provided prior to approval of subdivision construction plans or site development plan, as applicable, for the park improvements on public parkland.
- (b) Prior to acceptance of the public parkland, the following conditions shall be met:
- (1) Land shall be in good condition, including the removal of all debris and dead plant materials, and utility services, sidewalks, and other public improvements installed. Any land disturbed by activities not related to park development shall be restored and the soil stabilized in a method approved by the city engineer in accordance with the requirements of this code.
 - (2) Park development fee shall be paid.
- (c) Prior to recordation of the final plat, the following conditions shall be met:
- (1) Land accepted for dedication under the requirements of this section shall be conveyed by warranty deed, transferring the property in fee simple to the City of Dripping Springs, Texas, and shall be free and clear of any mortgages or liens at the time of such conveyance.

- (2) A copy of the warranty deed and other parkland dedication documents, as outlined in the city's Code of Ordinances, shall be provided to the planning and development department prior to plat submittal.
- (3) If property is accepted, the warranty deed shall be provided to the city council for acceptance.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.014. Park funds.

- (a) Parkland dedication fund. For funds received for fee-in-lieu of parkland dedication, a separate fund entitled "park fund" has been created to hold in trust money paid to be used solely and exclusively for the purpose of acquiring and/or improving public parks, trails, and recreational lands, and shall not be used for maintaining or operating park facilities or for any other purpose.
- (b) Park development fee fund. The funds received as park development fees, the funds shall be expended on park maintenance, operation, acquisition, or improvements to park facilities.
- (c) The city council, based upon recommendation of the parks and recreation commission, shall determine whether there are sufficient funds to acquire public parkland and/or construct improvements. In making a determination for the acquisition of land, the conditions outlined in section 28.03.007 shall be taken into consideration.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.015. Land dedication for park trails.

Land dedication of park trail corridors within parks shall be a high priority, in accordance with the most recently adopted parks, recreation, and open space master plan, the city's adopted trails plan, and the transportation master plan, as may be amended. Applicants are responsible for preserving the natural character of the trail corridors and dedicating the required right-of-way. Right-of-way dedication or easement size may vary due to the site's physical characteristics.

A partial reduction or complete fee waiver in the amount of the park development fee may be considered by city council, if the applicant proposes a plan to construct public park trails that will connect to the city-wide trails system in order to unite neighborhoods to all parks within the city and the ETJ to facilitate options for park access. If the park trail or any portion of the park trail is within areas shown on the city-wide trails plan, the applicant may be required to construct park trails or other park amenities and may choose to waive a portion of the required fee at the city's sole discretion. Information specific to the city-wide trails plan can be found in the adopted City of Dripping Springs City-wide Trails Plan. Prior to city council considering this proposal, the applicant shall provide a cost estimate, subject to approval by the by the city engineer, prior to being placed on a parks and recreation commission agenda for recommendation, and city council for final action.

(Ord. No. 2021-04 , § 2, 1-12-2021)

Sec. 28.03.016. Agricultural facility fee.

- (a) Use of fee.
 - (1) The ag facility fee imposed pursuant to the provisions of this article is limited to funding the acquisition, development, improvement and/or maintenance of community agricultural facilities as identified in the city's general plan as adopted by the city council and as may be amended from time to time. The city is authorized to make appropriations to one or more city funds to pay for agricultural facilities owned and operated by the city or a designated entity pursuant to an interlocal agreement.

- (b) Payment of fee or land dedication required.
- (1) An applicant who subdivides or plats land under the city's subdivision ordinance (excluding replats that do not increase the subdivision's dwelling units by five or more, or plat amendments), as may be amended, shall provide for community agricultural facilities by one or a combination of more than one of the following means:
 - (A) Payment to the city of an Ag facility fee in accordance with the schedule of fees adopted by city council.
 - (B) Dedication of real property (in fee simple or through a perpetual public surface easement) to the city or an entity designated by the city for Ag facility related purposes.
- (c) Dedication and/or improvement in lieu of fee. In lieu of payment of all or a portion of the Ag facility fee or land dedication described in this section, the following may be accepted by the city council:
- (1) Dedication of improvements. In lieu of payment of all or a portion of the Ag facility fee, improvements to an existing agricultural facility may be dedicated to the city for recreational purposes. Whenever a developer determines to dedicate improvements in lieu of payment of the Ag facility fee, a written application shall be made to the city administrator describing the improvements to be made to receive credit for the local Ag facility fee. The city administrator shall prepare a report to the city council regarding the proposed dedication of improvements.
 - (2) Report to city council. The report to the city council from the city administrator shall indicate whether the following requirements have been met and shall make a recommendation regarding the proposed dedication of improvements:
 - (A) The improvements to be dedicated are for a community agriculture facility identified in the city's general plan.
 - (B) The improvements to be dedicated are valued at the same or more than the Ag facility fee or portion thereof which would otherwise be imposed on the development.
- (d) Time of payment. Fees required by this section shall be paid prior to approval of the final plat.
- (e) Exemptions. The following are exempt from the application of this section:
- (1) Applicants developing subdivisions that allow residents to keep livestock and farm animals on individually owned, single-family residential lots in the subdivision.
 - (2) Applicants developing subdivisions that include agricultural facilities located in the subdivision that shall be available to residents of the subdivision.
 - (3) Applicants developing subdivisions that are for solely nonresidential uses.
 - (4) Applicants that are city, county, state or federal government agencies.
- (f) Appeals. Any person aggrieved by the computation of fees pursuant to this section shall have the right to appeal to the city council. The appeal shall be taken not later than 30 days from the date the person is informed of the computation of the fees under this section. Failure to appeal within the 30-day period shall be deemed a waiver of all rights of appeal under this section.

(Ord. No. 2021-04 , § 2, 1-12-2021)

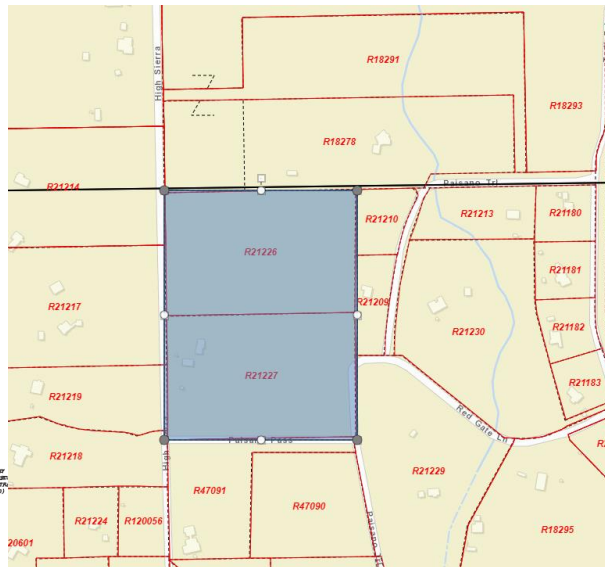
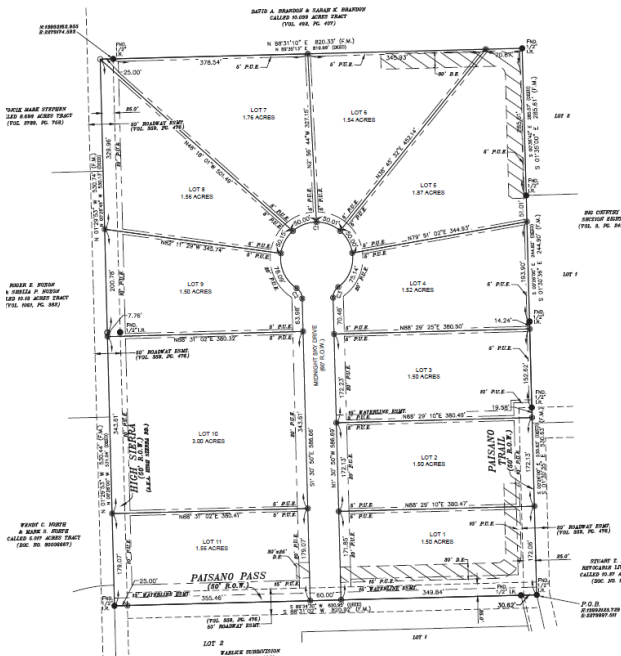
Existing Parkland Appraised Values

Park Name	Tax ID	Acerage	Land Value	\$/Acre
Rathgeber	R129100	300	\$ 13,230,750.00	\$ 44,102.50
Founders	R17824	21.62	\$ 2,652,080.00	\$ 122,667.90
Ranch Park	R16104	59	\$ 3,880,520.00	\$ 65,771.53
Charro Ranch	R11110	24.14	\$ 1,908,150.00	\$ 79,045.15
Sprts & Rec	R17836	40	\$ 5,935,600.00	\$ 148,390.00
Veterans Memorial 1	R118530	1.766	\$ 412,330.00	\$ 233,482.45
Veterans Memorial 2	R118531	0.181	\$ 55,580.00	\$ 307,071.82

Skylight Hills:

- 13111 High Sierra
- 11 residential lots
- 20 acres total
- Minimum 1.5 acres/lot
- Acreage requirement
 - Current Ordinance: 0.48 acres
 - Proposed Ordinance: 0.43 acres
- Fee in Lieu:
 - Current ordinance: \$89,823.13
 - Proposed Ordinance: \$ 18,876

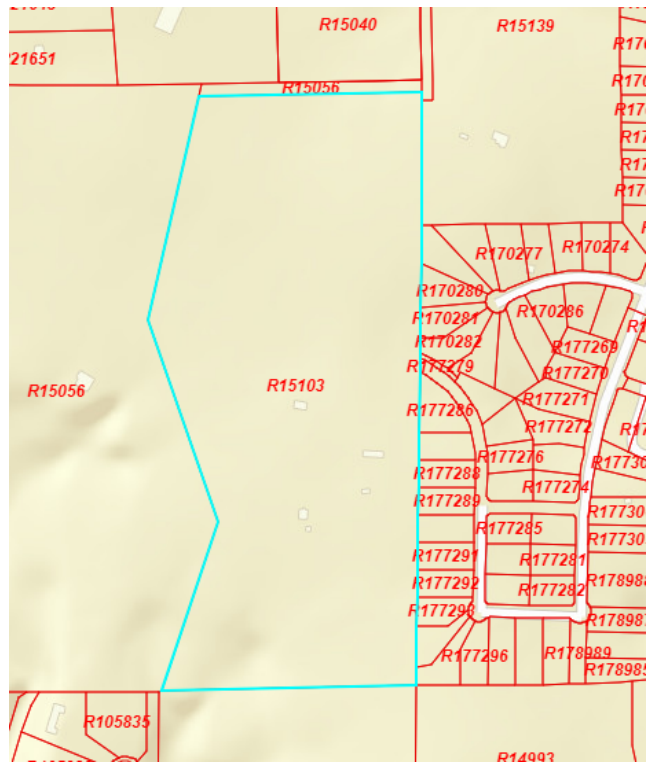
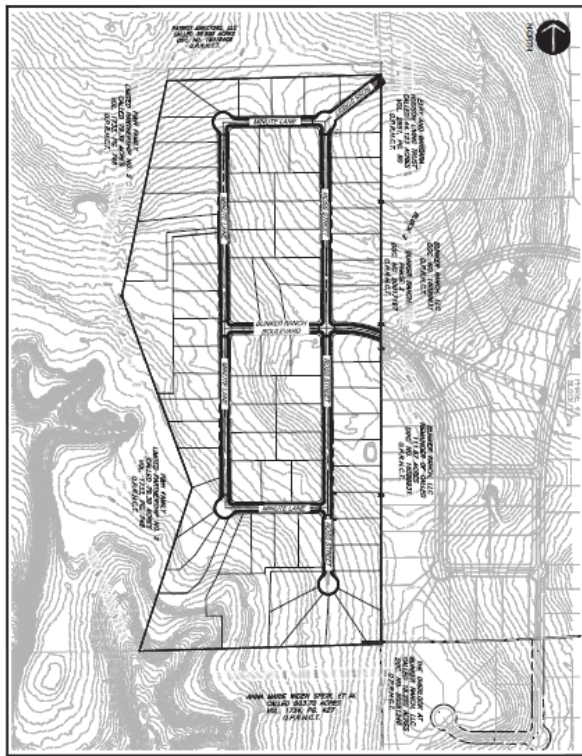
Hays CAD Property Information			
Tax ID	Acreage	Appraised	Cost/Acre
R21226	10	\$ 2,525,200	\$ 252,520.00
R21227	9	\$ 628,680	\$ 69,853.33
R21228	1	\$ 94,700	\$ 94,700.00
Total	20	\$ 3,248,580	\$ 162,429.00



Hardy Tract:

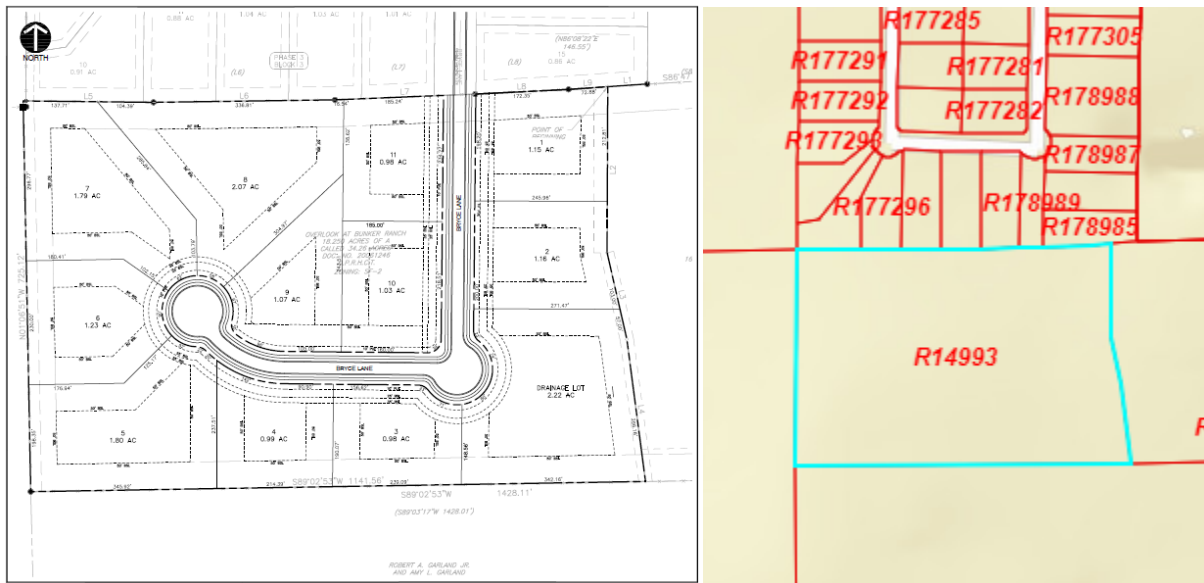
- 2900 US 290
- 75 residential lots
- 78.02 acres total
- Minimum 0.75 acres/lot
- Acreage requirement
 - Current Ordinance: 3.26 acres
 - Proposed Ordinance: 2.93 acres
- Fee in Lieu:
 - Current ordinance: \$91,537
 - Proposed Ordinance: \$ 128,700

Hays CAD Property Information			
Tax ID	Acreage	Appraised	Cost/Acre
R15103	78.02	\$ 2,190,140	\$ 28,071.52



Overlook at Bunker Ranch:

- Bryce Lane
- 11 residential lots
- 18.25 acres total
- Minimum 0.75 acres/lot
- Acreage requirement
 - Current Ordinance: 0.48 acres
 - Proposed Ordinance: 0.43 acres
- Fee in Lieu:
 - Current ordinance: \$29,647.98
 - Proposed Ordinance: \$ 18,876



Parkland Dedication Ordinances in Texas: A Missed Opportunity?



Parkland Dedication Ordinances in Texas: A Missed Opportunity?

John L. Crompton

Distinguished Professor and Regents Professor
Department of Recreation, Park and Tourism Sciences
Texas A&M University

Foreword by

Jamie Rae Walker

Texas AgriLife Extension Specialist

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Terese and Jacob Hershey Foundation

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The population of Texas continues to grow rapidly, and cities are confronted with the challenge of providing facilities to service this growth. Over the past 25 years, about 50 Texas cities have enacted parkland dedication ordinances to address park needs related to such growth.

In this publication, John L. Crompton, Distinguished Professor and Regents Professor at Texas A&M University, reviews parkland dedication ordinances that have been enacted in 48 Texas cities. The analysis identifies what constitutes best practices when establishing or revising a parkland dedication ordinance. We hope this information will enlighten Texas community leaders on the possibilities this approach offers for ensuring that future residents have access to parkland and the associated benefits.

—*Jamie Rae Walker*

Assistant Professor and
Texas AgriLife Extension Specialist
The Texas A&M University System



Executive summary

- The study analyzed the parkland dedication ordinances of 48 Texas cities and reported the acres of parkland per 1,000 population in 83 Texas cities.
- The Texas Supreme Court in 1984 ruled parkland dedication to be constitutionally legal.
- The magnitude of a parkland dedication is guided by the U.S. Supreme Court ruling in 1984 that the dedication requirements imposed on a developer should be “roughly proportional” to the increased demands of the proposed development on a city’s park system.

Conclusions

- The unrealized potential for additional funding from the parkland dedication ordinances of 44 of the 48 cities is estimated to range from 300 percent to 3,600 percent. This foregone revenue stream stems from two sources:
 - Many ordinances are restricted to only a subset of parks—typically neighborhood, or neighborhood and community parks—instead of all parks, and they do not extend into the extraterritorial jurisdiction (ETJ) areas.
 - The dedications are fixed at levels far below the cost of acquiring and developing parks. The dedications fail to follow the U.S. Supreme Court’s guidance that they should be “roughly proportional” to the increased demands new homeowners put on a park system. In 38 of the 48 cities, the ordinances were confined to parkland acquisition and failed to include a fee for park development. A large majority of cities failed to use empirical procedures to identify accurate levels of service and costs. Instead they used arbitrary numbers—even though this approach is illegal. Without these empirical data, elected officials remain unaware of the large opportunity costs incurred.
- The potential of parkland dedication ordinances remains largely unrealized because many elected officials are unaware of their existence or importance, and/or because elected officials are reluctant to confront the vigorous opposition to increases in dedications that invariably arises from the development community, which is a powerful constituency in many communities.
- Elected officials should support substantial enhanced dedications for three powerful political reasons:
 - It is a fiscally conservative action. A bedrock principle of fiscal conservatism is that those who benefit from government services should pay for them.
 - Elected officials can respond to the amenity needs created by new growth by requesting existing residents to pay for them, by not providing them, or by requiring the new development to pay for them. Few elected officials in Texas are likely to run for office on a platform of raising taxes on existing residents or lowering a community’s quality of life, which are the first two options.

- Increases in dedications are unlikely to lead to any increases in the price of new homes. Rather, these increases are likely to be absorbed by reducing the house size by a minimal amount, reducing the costs of finishes and fittings in the house, or paying less for the land.

Findings from the analysis

- The dedication requirement in a parkland dedication ordinance should comprise three elements: a land requirement; a fee-in-lieu alternative to the land requirement; and a parks development fee. The first two components were incorporated in all 48 ordinances reviewed, but only 10 of the ordinances contained provision for a park development fee. Ordinances that contain only the land and the fee-in-lieu elements require existing taxpayers to pay the costs of improvements to transform the bare land into a park.
- The most widely accepted approach to meeting the U.S. Supreme Court’s “rough proportionality” criterion is to assume that new residents’ demands will require the same level of service as those of existing residents in the community. A recommended approach for calculating that level of service is provided.
- The amount of cash for a fee-in-lieu should be equal to the fair market value of the land that would have been dedicated. However, the methods of establishing the equivalence of fair market value vary widely, and some of the approaches could be challengeable in the courts.
- Some of the 10 cities that charge a park development fee appear to derive it arbitrarily rather than empirically, which is unlikely to be accepted by the courts.
- It is advantageous for small cities that anticipate future growth to invest substantially in park areas in their early stages of development, because that investment could be used to leverage relatively large dedications from developments as the city grows.
- To measure the “roughly proportional” impact of a development on the public park system, the mitigation contribution of private amenities within the development must be accommodated. However, 27 of the 48 ordinances do not include a provision authorizing any credits for private amenities; others insert an arbitrary limit of 50 percent or 100 percent; and others leave it to the city’s discretion. All of these options fail to provide an empirical quantitative approach to providing “proportionate” credit for private amenities.
- Most ordinances include a reimbursement clause authorizing cities to acquire and develop parks in advance of need when land is more readily available and less expensive, and to use dedication fees to reimburse themselves later.

- Almost all cities require a fee-in-lieu and/or park development fee to be paid before filing the final plat.
- There is widespread adherence to the nexus principle in the 48 ordinances. This is done by creating zones and ensuring that the money generated from developments in a zone is expended in that zone. The communities without zones tend to be relatively small cities in which all residents could be deemed as being near a park wherever it is located.
- Although court rulings direct that fees-in-lieu should be expended in a reasonable time frame, 16 of the 48 cities fail to specify a time frame of any kind. Most of the remaining 32 cities interpret “reasonable time frame” as either 10 or 5 years.
- In 17 of the 48 ordinances, the parkland dedication authority is confined to neighborhood parks. The remaining two-thirds provide enabling authority for a broader set of parks beyond the neighborhood level.
- Three cities extend their ordinances to include nonresidential as well as residential property. It is doubtful that nonresidential dedication requirements can meet the courts’ “roughly proportionate” criterion.
- Cities in Texas have legislative authority to regulate subdivisions in their ETJs. However, only seven of the 48 ordinances provide enabling authority to require parkland dedications from developments in the ETJ.
- Some of the ordinances’ inadequacies can be attributed to the lack of a requirement for them to be reviewed periodically. Only 11 of the 48 ordinances have a time frame for regularly reviewing the ordinance incorporated into it.
- Most ordinances specify a preferred minimum size for dedicated parkland. The most common preferred minimum size was 5 acres.
- A large majority of ordinances declare that floodplain land is undesirable and unlikely to be accepted as part of a dedication requirement, except in unusual cases. When it is accepted, most cities limit it to 50 percent of a dedication, and 11 cities require it to be discounted, equating 2 or 3 floodplain acres of floodplain to 1 acre of parkland.
- Only a few ordinances speak to the issue of detention/retention areas being accepted to meet dedication requirements.

Evolution of Parkland Dedication Ordinances in Texas

To determine the status of parkland dedication ordinances in Texas, a survey was sent to all municipalities in Texas that were known to have public park amenities. Of the 117 cities contacted, 83 responded and 48 of those reported that they had parkland dedication ordinances. Copies of those ordinances can be viewed at www.rpts.tamu.edu/landdedication. The content of those 48 ordinances serves as the basis for this report.

The 83 cities that responded are listed in Table 1. Although some of these cities did not have parkland dedication ordinances, all did report their total parkland acreages. Most of the population data were provided by the cities' park and recreation directors who responded to the survey. In the few instances where these data were not given, Census Bureau estimates of population were used. Table 1 shows the standard of park provision in acres per 1,000 population for these 83 cities.

Table 1. Acres of parkland per 1,000 population in 83 Texas cities.

City	Population	Total park acreage	Acres/1,000 residents
The Colony	36,000	1,925.00	53.47
Madsonville	4,159	200.00	48.09
Alvin	21,500	740.00	34.42
Grand Prairie	147,000	4,850.00	32.99
Grapevine	46,684	1,492.00	31.96
Southlake	24,900	644.10	25.87
Austin	656,562	16,862.00	25.68
Highland Village	14,500	354.00	24.41
Wichita Falls	104,000	2,300.00	22.12
Abilene	115,000	2,466.00	21.44
Beaumont	113,866	2,197.95	19.30
Brownwood	20,407	393.00	19.26
Lufkin	36,800	700.00	19.02
Cedar Park	45,000	847.00	18.82
Rowlett	53,000	994.00	18.75
Wylie	32,000	592.00	18.50
Dallas	1,200,000	21,500.00	17.92
Deer Park	30,000	527.00	17.57
League City	62,500	1,041.00	16.66
Rockwall	30,000	480.00	16.00
Mont Belvieu	2,500	40.00	16.00
Plano	240,000	3,800.00	15.83
Amarillo	182,462	2,880.00	15.78
Carrollton	116,500	1,793.00	15.39
Cedar Hill	43,500	653.75	15.03
Pflugerville	30,000	450.00	15.00

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City	Population	Total park acreage	Acres/1,000 residents
Frisco	89,000	1,300.00	14.61
McKinney	110,000	1,604.00	14.58
College Station	88,163	1,274.00	14.40
Cleburne	29,500	400.00	13.56
Baytown	70,513	950.00	13.47
Missouri City	63,910	848.99	13.28
Seguin	22,011.00	289.41	13.15
Sherman	35,000	450.00	12.86
Texarkana	35,000	450.00	12.86
Arlington	362,426	4,651.60	12.83
San Antonio	1,282,800	16,310.00	12.71
Canyon	13,000	163.00	12.54
Temple	58,447	727.00	12.44
Lewisville	89,000	1,100.00	12.36
Victoria	61,000	750.00	12.30
Garland	222,432	2,698.00	12.13
Mansfield	55,000	664.00	12.07
Sugarland	74,472	896.30	12.04
Keller	34,800	415.00	11.93
Denton	105,000	1,158.00	11.03
Hutto	14,000	150.00	10.71
Red Oak	9,000	95.00	10.56
Waco	118,093	1,245.00	10.54
Mesquite	135,893	1,427.00	10.50
Richardson	97,300	1,000.00	10.28
Sunnydale	3,960	40.00	10.10
Houston	1,953,631	19,699.00	10.08
Harlingen	64,418	643.00	9.98
Corinth	18,000	179.00	9.94
Greenville	25,000	242.00	9.68
Flower Mound	60,450	575.00	9.51
Colleyville	21,720	202.00	9.30
Waxahachie	25,000	230.00	9.20
New Braunfels	45,000	408.00	9.07
Irving	197,000	1,770.00	8.98
Lubbock	209,000	1,800.00	8.61
Conroe	45,000	383.00	8.51
Bay City	18,000	150.00	8.33

Parkland dedication is a requirement imposed by a local governmental entity mandating that subdivision developers or builders dedicate land for a park and/or pay a fee to be used by the government entity to acquire and develop park facilities.

Continued from previous page

City	Population	Total park acreage	Acres/1,000 residents
San Angelo	90,000	747.00	8.30
Bryan	72,015	580.00	8.05
Rockport	25,000	200.00	8.00
Weslaco	32,000	250.00	7.81
Hurst	37,100	288.00	7.76
Eules	50,000	328.00	6.56
Duncanville	36,871	237.00	6.43
Pasadena	150,000	919.74	6.13
La Porte	33,500	188.00	5.61
Angleton	18,130	100.00	5.52
Corpus Christi	293,122	1,586.46	5.41
Haltom	39,000	184.00	4.72
Killeen	103,000	469.00	4.55
Leander	23,000	90.00	3.91
Edinburg	68,802	253.00	3.68
Bedford	49,796	150.00	3.01
Bellaire	16,000	42.00	2.63
Richland Hills	8,132	13.10	1.61
West University Place	16,000	13.50	0.84

Parkland dedication is a requirement imposed by a local governmental entity mandating that subdivision developers or builders dedicate land for a park and/or pay a fee to be used by the government entity to acquire and develop park facilities. These dedications help provide park facilities in newly developed areas of a jurisdiction without burdening existing city residents. They may be considered a type of user fee because the intent is that the cost of new parks should be paid for by the landowner, developer, or new homeowners who are responsible for creating the demand for the new park facilities.

The philosophy is that new development generates a need for additional park amenities, and the people responsible for creating that need should bear the cost of providing the new amenities. Neighborhood and community parks are intended to serve those people in the areas near them. Thus, they make no positive contribution to the quality of life of existing residents, suggesting that existing residents should not be asked to raise their taxes to pay for them. In essence, what a community is saying to new residents is: "This is the quality of life we have here. If you move here, we expect you to maintain it. If you are not willing to pay this parkland dedication fee, then go elsewhere where the fee is lower because that city has an inferior park system."

An appealing feature of parkland dedication is that it responds to market conditions.

2 — 14

Evolution of ordinances

Parkland dedication in the United States has a 90-year history. The first ordinance was passed by the state of Montana in 1919. It stated, "For the purpose of promoting the public comfort, welfare and safety, such plat and survey must show that at least one-ninth of the platted area, exclusive of streets, etc., is forever dedicated to the public for parks and playgrounds." In 1923, the City of Bluefield, West Virginia, required "not less than five percent of the area of all plats shall be dedicated by the owner for parks and playground purposes except in the case of a very small area."²

The earliest parkland dedication ordinances in Texas were enacted by Corpus Christi in 1955, Deer Park in 1959, and Carrollton in 1962. Wichita Falls enacted an ordinance in the 1950s but rescinded it in the 1970s.

Two earlier studies have reported on the status of parkland dedication ordinances in Texas. In 1977, a survey of 107 Texas cities received responses from 59 cities;³ of those, 12 reported having a parkland dedication ordinance. However, two of the 12 municipalities reported that they did not enforce their ordinances because of the questionable legality of such ordinances at that time.

Ten years later in 1987, 183 Texas communities were contacted. Of these, 113 responded (62 percent) and 19 of them reported having parkland dedication ordinances.⁴



An appealing feature of parkland dedication is that it responds to market conditions. If fewer new people come to the city than predicted, less money is forthcoming and fewer parks are built. Similarly, as costs for acquisition and development of parks increase or decrease, the parkland dedication requirements can be increased or decreased accordingly.

Perspectives toward parkland dedication are likely to vary among different stakeholders, such as elected officials, developers, new residents, and existing residents¹. However, parkland dedication enables elected officials, who are the key decision makers on this issue, to protect the interests of current residents and to manage growth.

A basic and long-held principle of growth management is that development must be supported by adequate public facilities and services and that private and public investment must be coordinated to achieve that objective. Parkland dedication ordinances are intended to ensure that park facilities are available when homeowners buy their new homes, and to avoid authorizing development without ensuring that the park infrastructure necessary to support the new demands is available.

In the early days of parkland dedication ordinances, there was some doubt about their legality in Texas. Some people claimed that they were unconstitutional because such ordinances violated the Fifth Amendment to the U.S. Constitution, the last 12 words of which are "nor shall private property be taken for public use, without just compensation." However, in 1984 the Texas Supreme Court concluded in *City of College Station v. Turtle Rock Corporation*⁵ that requiring parkland dedication or fees-in-lieu "was a valid exercise of the city's police power because it was substantially related to the health, safety, and general welfare of the people."

Before the *Turtle Rock* case, fewer than 10 cities in Texas had active ordinances. Table 2 shows that once the doubts relating to the constitutionality of such ordinances were removed in 1984, the number of cities adopting them increased markedly.

Table 2. Years when Texas cities first enacted parkland dedication ordinances.¹

Time period	# of cities
< 1970	3
1970–1974	1
1975–1979	1
1980–1984	2
1985–1989	15
1990–1994	5
1995–1999	7
2000–2004	4

¹Wichita Falls enacted an ordinance in the 1950s, but rescinded it in the 1970s. Angleton enacted an ordinance, but the city's parks and recreation director reported that "it has never been enforced."

There is sometimes confusion between parkland dedication fees and impact fees. Parkland dedications emanate from the "police powers" of Texas home rule municipalities; these powers enable cities to take actions that promote the health, safety, and welfare of their residents. In contrast, impact fees require enabling authority from the state legislature before they can be imposed.

Of the 27 states that have passed impact fee enabling legislation, 22 authorize impact fees for park and recreation amenities. Only in Texas, Illinois, New Jersey, Pennsylvania, and Virginia does the impact fee authorization not embrace parks.⁶ In the other 22 states, it is possible for cities to impose both parkland dedication fees and impact fees. The latter can be used to fund a much wider array of recreational opportunities than basic park amenities.

However, Texas has not granted enabling authority for impact fees. In 1986 when the Texas legislature authorized impact fees, it confined them to only "water supply, treatment and distribution facilities; wastewater collection and treatment facilities; storm water, drainage, and flood control facilities, and roadway facilities." With the *Turtle Rock* case fresh in their minds, the conservative Texas legislature specifically stated, "The term [impact fee] does not include dedication of land for public parks or payment in lieu of the dedication to serve park needs."

The earliest parkland dedication ordinances in Texas were confined to land. They required the developer to deed a specified amount of acreage based on the number of residents expected to live in the area. These ordinances had three inherent weaknesses:

- Because most developments are small, only small, fragmented spaces would be provided.
- The land dedicated by the developer was likely to be the least suitable for building on (often drainage ditches, flood plain, or detention ponds), and it may also have been unsuitable for park use.
- The location of the parkland was determined by the location of the development.

Fees-in-lieu give the city the option of declining a dedication of land and instead require the developer to pay a sum based on the fair market value of the land that otherwise would have been dedicated. Fees-in-lieu can alleviate weaknesses sometimes associated with parkland dedication ordinances.

These limitations quickly encouraged cities to broaden their ordinances to require developers to contribute cash instead of dedicating land. These cash payments were termed *fees-in-lieu*. They gave the city the option of declining a dedication of land and instead requiring the developer to pay a sum based on the fair market value of the land that otherwise would have been dedicated.

The *Turtle Rock* case established the constitutionality of parkland dedication in Texas, but it required that “regulation must be reasonable.” It defined reasonable as “a reasonable connection between the increased population arising from the subdivision development and increased park and recreation needs in the neighborhood.” Because this definition was rather nebulous, the focus of most legal challenges after *Turtle Rock* shifted from whether parkland dedication was constitutionally legal, to what constituted a reasonable dedication requirement.

A definitive guideline for answering this question was provided a decade later in *Dolan v. City of Tigard* in which the U.S. Supreme Court ruled that there must be a “rough proportionality” between the conditions imposed on a developer and the demand from the projected development. The court stated, “no precise mathematical calculation is required but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development.” The court went on to note that in making the individualized determination, “the city must make some effort to quantify its findings in support of the dedication.” Thus, to survive a constitutional challenge, *Dolan* requires a city to demonstrate a “roughly proportional” quantitative relationship between dedication requirements imposed on a developer and the increased demands of the proposed development on its parks system.

In the *Turtle Rock* case, the Texas Supreme Court stated that the “burden rests on the real estate developer to demonstrate that there is no such reasonable connection” in any challenge to an ordinance. Thus, before the *Dolan* case, Texas developers challenging a city’s dedication ordinance had to prove it was unfair. **The *Dolan* decision shifted the burden of proof to cities—they must now justify that an ordinance is fair.** It requires cities to make individualized determinations that every parkland dedication effects a roughly proportional response to the demand generated by a development. This is a radical change that most Texas cities have not embraced in their ordinances. Failure to consider it leaves them vulnerable to their ordinances being challenged successfully and ruled illegal.

The requirements of the Supreme Court’s ruling are manifested in the introduction to the City of Mansfield’s ordinance, which states:

The City of Mansfield has adopted by Council action the Mansfield Parks, Open Spaces and Trails Master Plan, which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Mansfield. The plan has assessed the need for park land and park improvements to serve the citizens of Mansfield. The plan has carefully assessed the impact on the park and recreation system created by each new development and has established a dedication and/or cost requirement based upon individual dwelling units. The plan constitutes an individualized fact based determination of the

impact of new living units on the park and recreation system and establishes an exaction system designed to ensure that new living units bear their proportional share of the cost of providing park and recreation related services. Park land dedication requirements and park development fee assessments are based upon the mathematical formulas and allocations set forth within the plan.

Texas' interpretation of the *Dolan* case has been codified in the Texas statutes (212-904) which mandate that "the developer's portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the proposed development."

Assessing the constitutionality of parkland dedication ordinances in Texas: a framework of four criteria

The guidance provided by the *Turtle Rock*, *Dolan*, and some subsequent cases where courts have provided some minor clarifications of issues in those two major cases, suggests that four broad criteria may be used to assess the constitutionality of parkland dedication ordinances in Texas. These four criteria provide the framework for most of this report:

- The method of calculating a parkland dedication requirement must demonstrate that it is proportionate to the need created by a new development.
- The ordinance must adhere to the nexus principle.
- A time limit must be set for expending fees-in-lieu.
- The scope and range of the ordinance must be delineated.

Calculation of the amount of a park dedication requirement

The dedication requirement in a parkland dedication ordinance should comprise three elements:

- A land requirement
- A fee-in-lieu alternative to the land requirement
- A parks development fee

Although the first two elements were incorporated in all 48 Texas ordinances reviewed in this study, the park development fee is a more recent addition to the ordinances and has been incorporated in only 10 of them.

A problem with ordinances that contain only the land and fee-in-lieu elements is that they provide only for the acquisition of land. The additional capital needed to transform that bare land into a park is borne by the existing taxpayers. In some instances, the result is that the dedicated land is never developed into a park and remains sterile open space that detracts from the community's appeal rather than adding to it. This led 10 Texas communities to expand their ordinances to incorporate a park development fee element to cover the cost of transforming the land into a park. Thus, the scope of parkland dedication ordinances in Texas has broadened as they have gained legal and public acceptance.

The most widely accepted approach to meeting the *Dolan* "rough proportionality" criterion is to assume that the new residents' demands will require the same level of service as those of the existing residents in the community. The courts have ruled consistently that standards for new residents cannot be set at a higher level than those prevailing for existing residents. Thus, deficiencies in the supply of park amenities arising from demand generated by earlier development cannot be funded by imposing higher dedications on new developments.

A problem with ordinances that contain only the land and fee-in-lieu elements is that they provide only for the acquisition of land. The additional capital needed to transform that bare land into a park is borne by the existing taxpayers. In some instances, the result is that the dedicated land is never developed into a park and remains sterile open space that detracts from the community's appeal rather than adding to it.

A recommended approach for calculating a parkland dedication requirement based on existing level of service is illustrated in Table 3, which describes how the City of College Station ascertained its parkland dedication requirement for both neighborhood parks and community parks. The calculation has four parts:

- Current level of service
- Fee-in-lieu
- Park development fee
- Total neighborhood parks fees for single-family and multifamily units



Table 3. Park land dedication and development fees methodology for neighborhood and community parks in College Station.¹

Requirement	Methodology
Neighborhood parks: Current level of service is 1 acre per 285 people. 2008 total population: 87,758. 2.80 persons per household (PPH) for single family and 2.28 PPH for multifamily based on census information for owner- and renter-occupied units.	
Land	Single family: 285 people ÷ 2.80 PPH = 102 DUs = 1 acre per 102 DUs Multifamily: 285 people ÷ 2.28 PPH = 125 DUs = 1 acre per 125 DUs
Fee-in-lieu of land	Assume 1 acre costs \$32,000. Single family: \$32,000 ÷ 102 DUs = \$314 per DU Multifamily: \$32,000 ÷ 125 DUs = \$256 per DU
Park development fee	The cost of improvements in an average neighborhood park in College Station is \$630,520. One neighborhood park serves 2,309 people, based on a total city population of 87,758 being served by 38 parks (count includes neighborhood parks and 6 mini parks). It costs \$273 per person (\$630,520/2309) to develop an average neighborhood park. Single family: \$273 x 2.80 PPH = \$764 per DU Multifamily: \$273 x 2.28 PPH = \$622 per DU
Total neighborhood park fee	Single family: \$314 + \$764 = \$1,078 Multifamily: \$256 + \$622 = \$878
Community parks: Current level of service is 1 acre per 294 people. 2008 total population: 87,758. 2.80 persons per household (PPH) for single family and 2.28 PPH for multifamily based on census information for owner- and renter-occupied units.	
Land	Single family: 294 people ÷ 2.80 PPH = 105 DUs = 1 acre per 105 DUs Multifamily: 294 people ÷ 2.28 PPH = 129 DUs = 1 acre per 129 DUs
Fee-in-lieu of land	Assume 1 acre costs \$32,000. Single family: \$32,000 ÷ 105 DUs = \$305 per DU Multifamily: \$32,000 ÷ 129 DUs = \$248 per DU
Park development fee	One community park serves 10,970 people, based on a total city population of 87,758 being served by 8 community parks. The cost of improvements in an average community park in College Station is \$2.5 million. It costs \$228 per person (\$2,500,000/10,970) to develop an average neighborhood park. Single family: \$228 x 2.80 PPH = \$638 per DU Multifamily: \$228 x 2.28 PPH = \$520 per DU
Total community park fee	Single family: \$305 + \$638 = \$943 per DU Multifamily: \$248 + \$520 = \$768 per DU

DU = dwelling unit

PPH = persons per household

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Community Park Planning Guidelines

A typical community park in College Station is designed to serve residents from several neighborhoods located within a ½- to 3-mile radius. These parks are generally 25 to 70 acres in size. However, larger and smaller community parks may be developed to meet specific requirements of a particular area of town.

Community parks, by their nature, serve both the active and passive leisure needs of residents. The acquisition and development of the “basic” infrastructure and facilities for the passive usage of these community parks is based on the demand from new residents and should be addressed through the Park Land Dedication Ordinance requirements.

The development of facilities for active use programs that might also be included in community parks, such as swimming pools, sports complexes, recreation centers and other similar improvements, are the responsibility of the entire community. These facilities should be developed with specific funding approval through general obligation bond elections or City Council approved authorizations as needed.

A typical College Station community park has these “basic” infrastructure elements and facilities:

• Playground areas with shade covers	\$120,000
• Group picnic pavilion with restrooms	\$750,000
• Concrete walking trails, lights, benches, fountains (per mile)	\$500,000
• Picnic tables, trash receptacles, and furnishings	\$ 50,000
• Lighted tennis courts (2)	\$140,000
• Lighted basketball court	\$ 50,000
• Roads and parking (200 spaces)	\$500,000
• Landscape improvements	\$250,000
• Design fees	<u>\$140,000</u>
• Total planning estimate	\$2,500,000

Each community park varies in size, design, and facilities based on the needs of the residents. These guidelines are developed to serve as a base line for planning future community parks for College Station.

The neighborhood parks calculation in Table 3 is used for the purpose of illustration. Part 1 derives the current level of service of 1 acre per 285 people for neighborhood parks by dividing the city’s population by its existing neighborhood public park acreage. The level of service standard is transformed to dwelling units (DUs) by dividing the 285 people by the average number of people in single and multifamily dwellings. These averages are available from the Census Bureau. This establishes the land dedication requirement at 1 acre per 102 DUs for single-family units and 1 acre per 125 DUs for multifamily units.

Part 2 calculates the fee-in-lieu based on an average land cost in the city of \$32,000 per acre. In larger cities, there may be merit in calculating different average land values in different areas of the city because land values vary widely. For example, fees-in-lieu in Austin average \$650 across the city, but Austin divides the city into three zones: Western, Central, and Eastern, and imposes different fees in each zone. Thus, the fees-in-lieu per unit for developments in densities with fewer than 6 units per acre are \$840, \$630, and \$420 for the three zones, respectively. Similarly, the City of Rockwall has 25 park district areas, each with a different per lot fee ranging from \$151 to \$620. The different fees-in-lieu will not penalize lower land value areas where most affordable housing is built, and they will capture higher land values from areas where the most expensive housing is located.

Table 4. Estimated costs for neighborhood parks in College Station.

Item	Cost
Basketball court	\$40,000
6-foot sidewalk @\$5.50 per SF x 4,000 linear feet	\$132,000
Handicap-accessible ramp x 2	\$2,000
Pedestrian bridge (average 30 feet) with concrete footings	\$40,000
Picnic unit (slab, table, trash can, grill) @ \$4,000 x 2	\$8,000
Shelter and slab (2 picnic tables w/trash cans)	\$34,000
Area lights (12 ht.) @\$4,000 x 20	\$80,000
2-foot x 8-foot park sign (Cylex) and keystone planter bed	\$6,000
Benches (painted steel) with slab @\$2,000 x 4	\$8,000
Bicycle rack	\$1,500
50 trees (30–45 gal. installed) w/Irrigation @ \$350	\$17,500
Specialized irrigation system	\$15,000
Drinking fountain (concrete-handicap accessible, dual height, dog dish)	\$7,500
Water meter 1.5 inches	\$1,200
Electric meter/breaker panel	\$2,000
Finish sodding, grading and seeding	\$5,000
Drain lines @ \$20 linear feet (average 100 feet)	\$2,000
Swing set with rubber and gravel mix	\$25,000
Playground with concrete base and rubber surfacing	\$75,000
Playground shade cover	\$17,500
Galvanized fence @ \$36/linear foot, 1,500 feet	\$54,000
Subtotal	\$573,200
10% contingency	\$57,230
Total	\$630,520

Part 3 in Table 3 calculates the park development fee. Its derivation is shown in Table 4, which lists the elements and their costs incorporated in a typical College Station neighborhood park. These development costs are divided by the average number of people served by a neighborhood park. The resultant fee of \$273 per person is then multiplied by the number of people per household to derive dwelling unit fees of \$764 for single units and \$622 for multifamily units.

Part 4 aggregates Parts 2 and 3 to derive total neighborhood park fees of \$1,078 for single-family units and \$878 for multifamily units. If the city accepted land (Part 1) rather than a fee-in-lieu (Part 2), the developer would be required to pay only the park development fee. A similar process was used to derive the community park fee shown in Table 3.

Overview of parkland dedication requirements in Texas cities

Table 5. Parkland dedication requirements in Texas cities.

City	Dwelling units		Current level of parkland provision		Land dedication requirements		Fee-in-lieu**a	
	Population	#DU	Total park acreage	DU/acre	DU/acre	DU/acre multifamily	SDU	MDU
Alvin	21,500	8,442	740.00	11.41	100.00		\$300.00	\$-
Angleton	18,130	7,220	100.00	72.20	200.00		\$1,083.00	\$250.00
Austin	656,562	276,842	16,862.00	16.42	83.33		\$650.00	\$-
Bryan	72,015	25,703	580.00	44.32	74.00	90.00	\$162.00	\$133.00
Cedar Hill	43,500	11,075	653.75	16.94	133.00		\$250.00	\$-
Cedar Park	45,000	8,914	847.00	10.52	41.67		\$720.00	\$480.00
College Station	88,183	34,619	1,274.00	27.17	102.00	125.00	\$619.00	\$504
Colleyville	21,720	6,549	202.00	32.42	25.00		\$1,802.00	\$-
Corinth	18,000	4,100	179.00	22.91	50.00		\$-	\$-
Corpus Christi	293,122	107,831	1,586.46	67.97	NA		5% of total value	\$-
Deer Park	30,000	9,921	527.00	18.83	NA		5% of total value	\$-
Denton	105,000	32,716	1,158.00	28.25	170.21		market value	\$-
Edinburg	68,802	16,031	253.00	63.36	125.00		\$250.00	\$-
Flower Mound	60,450	16,833	575.00	29.27	29.76		market value	\$-
Frisco	89,000	13,683	1,300.00	10.53	100.00		\$300.00	\$-
Grapevine	46,684	16,486	1,492.00	11.05	145.20		\$1,416.00	\$-
Haltom	39,000	15,716	184.00	85.41	150.00		\$-	\$-
Highland Village	14,500	4,009	354.00	11.32	N/A		\$2,160.00	\$-
Houston	1,953,631	783,009	19,699.00	39.75	55.50		\$700.00	
Hutto	14,000	424	150.00	2.83	50.00		market value	
Keller	34,800	9,216	415.00	22.21	30.00	60.00	\$1,000.00	\$-
La Porte	33,500	11,720	188.00	62.34	93.00		\$490.00	\$-
League City	62,500	17,280	1,041.00	16.60	90.00		\$1,000.00	\$-
Leander	23,000	2,612	90.00	29.02	NA	10.54	\$550.00	\$-
Lewisville	89,000	31,764	1,100.00	28.88	33.00		\$750.00	\$-
McKinney	110,000	19,462	1,604.00	12.13	50.00		market value	\$-
Mansfield	55,000	9,172	664.00	13.81	100.00		\$500.00	\$-

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City	Dwelling units		Current level of parkland provision		Land dedication requirements		Fee-in-lieu**	
	Population	#DU	Total park acreage	DU/acre	DU/acre	DU/acre multifamily	SDU	MDU
Missouri City	63,910	17,481	848.99	20.59	100.00		\$900.00	\$-
New Braunfels	45,000	14,896	408.00	36.51	150.00		\$100.00	\$-
Pearland	70,000	13,922	376.92	36.94	100.00		market value	\$-
Pflugerville	30,000	5,239	450.00	11.64	50.00		market value	\$-
Plano	240,000	86,078	3,800.00	22.65	N/A		\$467.47	\$323.96
Rockwall	30,000	7,089	480.00	14.77	67.00	250.00	151.00-620.00	\$-
Rowlett	53,000	14,580	994.00	14.67	71.92		\$325.00	\$-
San Antonio	1,282,800	433,122	16,310.00	26.56	70.00	114.00	market value	\$-
Southlake	24,900	6,614	644.10	10.27	40.00		market value	\$-
Sugarland	74,472	21,090	896.30	23.53	114.38		\$350.00	\$240.00
Temple	58,447	23,511	727.00	32.34	133.00		\$225.00	\$-
The Colony	36,000	8,812	1,925.00	4.58	64.00		market value	\$-
Waxahachie	25,000	7,909	230.00	34.39	100.00		\$200.00	\$-
Weslaco	32,000	10,230	250.00	40.92	N/A		\$150.00	\$350.00
Wylie	32,000	5,326	592.00	9.00	20.00		b/w \$1500 - \$3000	\$800.00

* This does not include park development fees.

Table 5 shows the current level of parkland provision for the Texas cities with dedication ordinances in column 5. These are the same data that were reported in Table 1, but in Table 5 they are expressed in terms of dwelling units per acre of parkland. This is derived by dividing column 3 by column 4. The number of dwelling units in column 3 was extracted from Census Bureau data. In columns 6 and 7 and 8 and 9, Table 5 uses the same measure of dwelling units to report the current dedication requirements for parkland in terms of dwelling units per acre and for the alternative fee-in-lieu option.

Calculation of the parkland dedication requirement

Most cities responding to the survey express their current parkland dedication requirements in terms of dwelling units per acre. In some instances, the requirements for single-family differ from those of multifamily dwelling units. For example, in College Station the neighborhood parks requirement for a single-family unit is 102

dwelling units per acre; for multifamily developments, it is 125 dwelling units per acre. This recognizes that both the size of the household and the building density are likely to differ within these two categories. Hence, the amount of parkland needed to meet the needs of their residents and maintain the existing level of service will differ.

Four Texas cities express the dedication amount in acres per 1,000 population:

- Austin: 5 acres per 1,000
- Cedar Park: 8 acres per 1,000
- Denton: 2.5 acres per 1,000
- Rowlett: 4.5 acres per 1,000

Assuming that these dedication amounts reflect the current level of service, this form of specification is likely to meet the “rough proportionality” standard because it relates the area required to likely demand from a development. All four cities do this explicitly by using a similar formula. For example, the Austin formula is:

$$\frac{5.0 \times (\text{No of units}) \times (\text{Persons/Unit})}{1,000} = \text{Acres to be dedicated}$$

To facilitate comparison with other Texas cities in this study, the requirements of the four cities were converted to dwelling units per acre by using the following approach (the Austin example):

$$\frac{\text{City dedication requirement (5 acres per 1,000 = 1 acre per 200)}}{\text{Census average household size for the city (2.4)}}$$

This suggests that in Austin, the ratio is 83.33 dwelling units per acre of parkland.

In four Texas cities, the dedication requirements are expressed as a percentage of the tract to be developed. Corpus Christi and Deer Park both require 5 percent of the total land area of the subdivision; in Elgin, the amount is 8 percent. Leander uses both the acres per 1,000 population and tract percentage in its ordinance: “two and a half (2.5) acres for each 100 new dwelling units or 5% of the total project area, whichever is greater.”

The percentage of tract approach has the advantage of simplicity and ease of computation, but it takes no account of development density. Although the park demands generated obviously will differ according to the number of people residing in a development, adopting the percentage approach means that the dedication requirement remains the same whether five or 100 people per acre live in the homes built. This approach fails to meet the “rough proportionality” standard and is likely to be rejected by the courts.

Calculation of the fee-in-lieu

All the ordinances reviewed for the study authorized communities to require developers to contribute cash instead of dedicating land. The cities that required the highest fees-in-lieu were (expressed in terms of per dwelling unit):

- | | | | |
|--------------------|---------|---------------|---------|
| • Highland Village | \$2,298 | • Mansfield | \$1,250 |
| • Colleyville | \$1,802 | • Arlington | \$1,083 |
| • Wylie | \$1,500 | • League City | \$1,000 |
| • Grapevine | \$1,416 | • Keller | \$1,000 |

The amount of cash for a fee-in-lieu should theoretically be equal to the fair market value of the land that would have been dedicated if the community had selected that option. This criterion was cited explicitly in the ordinances of 15 Texas cities:

Corpus Christi	Hutto	Pflugerville
Denton	La Porte	Rockwall
Flower Mound	Leander	San Antonio
Grapevine	McKinney	Southlake
Haltom	Plano	The Colony

However, these cities differed greatly in the methods used to establish the equivalence of fair market values. Some of the methods of determining the fee-in-lieu may be challengeable in the courts. For example, the Leander ordinance requires “fair market value . . . or a minimum of \$550 per residential unit, whichever is greater.” It is unlikely that the city could defend a fee that is higher than fair market value.

The Allen ordinance states that “payment of money in lieu of land will be sufficient to acquire and develop neighborhood parks at a rate set by the Council by resolution.” It does not speak to the methodology that is used to arrive at that rate, which likely will be defensible only if it is no higher than fair market value.

The Allen situation exemplifies a common potential problem among the ordinances in that fair market value is often presented as a fixed amount per dwelling unit. How that amount is derived is unknown. At least in some cases, it is likely that it is determined arbitrarily, which likely would be rejected by the courts. However, given that cities tend to fix the amount far below fair market value, this practice is unlikely to be challenged by developers.

Some cities, such as Rockwall and Haltom, commit to revise the fee-in-lieu amount annually to reflect changes in land values. The Haltom ordinance states:

Annually during the budget adoption process the city council shall establish a raw acreage acquisition cost figure to be used in calculating park fees. The council shall, after reasonable study and investigation, and based upon the best available information as to land and property values within the community, determine what the cost would be of acquiring one acre of vacant land in a

developing area of the community. This figure shall be the raw acreage cost under which all park fees are calculated for the budget year. The amount of the fee per dwelling unit shall thereafter be established by resolution of the city council on an annual basis.

In some instances, equivalency is determined at the site level. This means that a unique market value must be determined for each development. For example, Denton's ordinance states:

The value of the land shall be calculated as the average estimated fair market value per acre of the land being subdivided at the time of preliminary plat approval . . . If the Developer/Owner objects to the fair market value determination, the Developer/Owner at his own expense, may obtain an appraisal by a State of Texas certified real estate appraiser, mutually agreed upon by the City and the Developer/Owner.

This approach gives the city the prerogative of establishing the fair market value but provides the developer with the right to contest it at his/her expense.

An alternative approach is for the city to offer developers a per-unit option based on an average city valuation of the land so they can choose from two methods. This was used in Austin.

The Colony's dedication ordinance provided for the city council to use one of three approaches for ascertaining fair market value. Presumably the city could calculate the requirement yielded by all three methods and choose the one that the council preferred:

In determining the average per acre value of the total land included within the proposed residential development, the Council may base its determination on one or more of the following:

1. The most recent appraisal of all or part of the property made by the Central Appraisal District; or
2. Confirm sale prices of all or part of the property to be developed, or comparable property in close proximity thereof, which have occurred within two (2) years immediately preceding the date of determination; or
3. Where, in the judgment of the Council, (1) or (2) above would not, because of changed conditions, be a reliable indication of the then current value of the land being developed, an independent appraisal of the whole property shall be obtained by the City and paid for by the developer.

Many cities equate fair market value to the appraised value established by the county tax assessor. Despite the legal requirement in Texas that the assessed value should be set at the fair market value, many tax assessors set their appraisals below fair market value to avoid the costs associated with large numbers of property owners contesting their valuations. To counter this tendency to low-ball appraisals, the McKinney ordinance authorizes the city council to upgrade the county assessor's appraised value if the council elects to do so:

Any payment of money required to be paid by this article shall be in an amount equal to the value of the property established by the most recent appraisal of all or part of the property made by the central appraisal district. Periodically the city may have an independent appraisal conducted for a sampling of properties to determine if the appraised value established by the central appraisal district is appropriate. The city council may adjust the amount assessed based on any difference between the value of property established by the central appraisal district and the value of property per the independent appraisal. The adjustment shall be a percentage change to all properties of the values established by the central appraisal district.

The San Antonio ordinance arbitrarily caps the maximum fee-in-lieu that can be charged at \$30,000 per acre, presumably as a result of pressure from the development community, although it does allow for an annual inflation adjustment. To alleviate political pressure on the city council, the San Antonio ordinance requires that fee-in-lieu valuations be undertaken by an independent “third party.” Presumably, this is an attempt to arrive at a valuation that is transparently free of vested interest and influence that may be exerted by developers or the city. The ordinance states:

Beginning in 2010, and once every fifth (5th) year thereafter, the fair market value cap may be adjusted based on the evaluation and recommendation of a consultant selected and engaged by the City.

Some cities require only that land be dedicated and do not impose a park development fee; these cities authorize developers to make improvements to existing parks in lieu of paying a park dedication fee. The city of Elgin’s ordinance for example, authorizes this:

The director of public works may recommend to the planning and zoning commission that a developer dedicate park improvements in lieu of park land, equivalent to the cash contribution herein.

Other cities that include this provision are Arlington, Cedar Hill, Corpus Christi, Keller, La Porte, Plano, and Rosenberg.

League City was alone in specifically prohibiting the possibility of developers receiving credit for park improvements:

The developer may, at his option, improve the park area.
Improvements to the recreational sites cannot be used as credit towards the Land Dedication or the Regional [Parks] Fee.

Calculation of park development fees

The survey revealed that among the 48 municipalities with parkland dedication ordinances in Texas, only 10 had expanded their ordinances to include a park development component. The park development fees charged in these cities are listed in Table 6. In 3 of the 10 cities, a different park development fee was charged for single dwelling units (SDU) than for multiple dwelling units (MDU).

Ordinances that contain only the land and the fee-in-lieu elements without containing a park development fee require existing taxpayers to pay the costs of improvements to transform the bare land into a park.

Four of the 10 communities (Cedar Hill, La Porte, Mansfield, and New Braunfels) use language similar to that incorporated in the La Porte ordinance:

Such park development fee shall be set from time to time by ordinance of the City Council of the City of La Porte sufficient to provide for the development of amenities and improvements on the dedicated land to meet the standards for a neighborhood park to serve the area in which the subdivision is located. Unless and until changed by ordinance of the City Council of the City of La Porte, the park development fee shall be calculated on the basis of \$318 per dwelling unit.

In these four cases the fee is specified, but the basis used to calculate it is not attached to the ordinance. The rounded nature of some of the park development fees of these cities (such as \$250, \$500, and \$750) and their wide disparity suggest that there was a degree of arbitrariness in fixing these fees that is unlikely to be accepted by the courts.

Table 6. Park development fees for Texas cities.

City	All	Single dwelling unit	Multiple dwelling unit
Bryan	--	\$385	\$292
Cedar Hill	\$250	--	--
College Station	--	\$1,402	\$1,142
Denton	--	\$291	\$187
Flower Mound	\$790	--	--
Highland Village	\$1,025–\$1,447 (based on level of service)	--	
La Porte	\$318	--	--
Mansfield	\$750	--	--
New Braunfels	\$500	--	--
Rockwall	\$202–\$831 (based on district level of service)	--	

Seven cities provided an empirical basis for deriving their park improvement fees. In four cases (Denton, Flower Mound, Highland Village, and Rockwall) the cost of a typical neighborhood park is cited as the basis for the fee. For example, the Denton ordinance states: “Based on an assumed cost of typical improvements for a five acre park of \$208,000.” The neighborhood park development costs used by Flower Mound, Highland Village, and Rockwall are \$117,600, \$293,500, and \$375,000, respectively. The Rockwall ordinance is unique in requiring annual reviews of the park development fee:

A uniform cost shall be prepared annually for the park features set forth for a neighborhood park in the Activity Menu for the Park Plan, and adopted by the City Council. The dedication factor shall

be applied to the cost to determine the pro-rata share per new dwelling unit for recreational improvements-facilities.

College Station and Bryan are the only cities whose ordinances provide empirical details as to how their park improvement costs were derived. The derivation for College Station was shown earlier in Table 4 (neighborhood parks) and Table 3 (community parks).

The cities of Cedar Hill, College Station, Flower Mound, and Mansfield authorize developers to construct improvements at a park in lieu of paying the park development fee. Thus, the Mansfield ordinance states:

In lieu of payment of the regional park development fee, the developer, with approval of the Director, may have the option to construct the neighborhood park improvements.

None of the 48 ordinances made provision in their calculations of the fee-in-lieu or park development fee for giving a credit to new homeowners for tax payments made to retire the debt of similar existing parks in other areas of the city. Conceptually, this is a nuance that should be incorporated.

If the residents of new subdivisions are required to finance new parks for which they generate a need, it may be argued that they should not have to help retire outstanding debt for development of similar existing parks elsewhere in the community that they often must do because it is incorporated into their ad valorem tax. If the rest of the community does not share the cost of their parks, the residents of new developments should not have to pay for the rest of the community's parks of that type. In the past, this concern has not been prominent because the intent of parkland dedication was limited to financing only the land acquisition cost; the whole community paid for development costs. However, with the trend toward incorporating a development fee element in the dedication, this equity concern is likely to become more prominent.

The leverage potential of dedication ordinances

Figure 1. Illustration of how a city's investment in parkland provides the potential for leveraging private development investment in parks.

Scenario

- Cities A and B each have a population of 10,000 (4,000 dwelling units).
- Each city's population will increase by 25,000 (10,000 dwelling units) in the next 10 years.
- City A has invested in 200 acres of public parkland; City B has invested in 20 acres of public park land. Thus, the existing levels of service are:
 - o City A: 1 acre per 20 dwelling units (4,000/200)
 - o City B: 1 acre per 200 DUs (4,000/20)
- Land costs in both cities are \$30,000 per acre.
- Park development costs in both cities are \$50,000 per acre.

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Initial city investment in parks with general obligation bonds

Cost	City A	City B
Land	200 acres @ \$30,000 = \$6 million	20 acres @ \$30,000 = \$600,000
Park development	200 acres @ \$50,000 = \$10 million	20 acres @ \$50,000 = \$1 million
Total initial investment	\$16 million	\$1.6 million

Private investment required by a parkland dedication ordinance

Requirement	City A	City B
Potential dedication requirement over the 10-year period	10,000 DUs ÷ 20 = 500 acres	10,000 DUs ÷ 200 = 50 acres
Value of land dedicated	500 acres @ \$30,000 = \$15 million	50 acres @ \$30,000 = \$1.5 million
Park development costs dedicated	500 acres @ \$50,000 = \$25 million	50 acres @ \$50,000 = \$2.5 million
Total private dedication	\$40 million	\$4 million

Conclusion

- At the end of 10 years of growth, City B would have to issue an additional \$36 million in general obligation bonds (\$40 million - \$4 million) to catch up with the amount of parkland it had failed to accrue in that 10-year period.
- Thus, the total investment of taxes for providing equal provision of parkland would be \$16 million in City A and \$37.6 million (\$36 million + \$1.6 million) in City B.

One of the implications of existing level of service being the benchmark used to determine “rough proportionality” is that investments in parkland by a city leverage the dedication amount that can be required from developers. This is illustrated in Figure 1, where City A’s initial investment of \$16 million (200 acres) in general obligation bonds leveraged private investment of an additional \$40 million (500 acres) over the 10-year growth period used in the Figure’s scenario. In contrast, City B’s much lower initial investment of \$1.6 million (20 acres) in general obligation bonds established a much lower level of service, which meant that it could leverage only \$4 million (50 acres) from private developers during the same 10 year period.

Clearly, it is advantageous for small cities that anticipate future growth to invest substantially in park areas in their early stages of development, because that investment could be used to leverage relatively large dedications from developments as the city grows. If they fail to do this, such cities subsequently will have to adopt the much more challenging political strategy of requesting their residents to approve bond issues for park land to achieve a given desired level of service.

Credit for private park and recreation amenities

The provision of private park and recreation amenities within a subdivision for the exclusive use of residents within that subdivision compounds the problem of calculating the “rough proportionality” between a dedication requirement imposed on a developer and the increased demands of the proposed development on the parks system. Presumably, the private amenities will absorb some of the demand generated by the new homes that would otherwise have had to be accommodated by public parks. This reduced demand for public parks suggests that credit must be given for private amenities when calculating the dedication requirements.

Of the 48 ordinances reviewed, 27 made no provision for giving credit for private amenities. A credit of “up to 50 percent” was the credit authorized most often, appearing in the ordinances of 12 cities: Alvin, Corpus Christi, Denton, Haltom, Hutto, McKinney, Missouri City, New Braunfels, Rosenberg, Southlake, Sugarland, and Temple. The wording of the Corpus Christi ordinance was typical:

Up to 50% of the park dedication requirement may at the discretion of the City, be fulfilled by privately owned and maintained park and recreation facilities. Credit for private parkland must meet the standards of the Parkland Dedication Guidelines concerning adequate size, character and location.

In 11 of these 12 ordinances, no guidance was given on how to determine the amount of credit to allow on the spectrum from 0 percent to 50 percent. Leaving this decision to “the discretion of the city” introduces an element of arbitrariness that could result in similar developments being treated differently. The City of Haltom tried to remove some of this arbitrariness by specifying credits for individual park elements so a development’s aggregate credit for private amenities depended on how many of these elements the amenities incorporated:

In determining the amount of credit, the following criteria shall be used:

	Criterion	Credit
(a)	Exceeding the open space requirement by more than 25%	10%
(b)	Providing swimming pool(s)	10%
(c)	Providing playgrounds	10%
(d)	Providing volleyball, basketball, and/or tennis courts	10%
(e)	Providing walking/jogging trails	10%

Whenever credit is given for private amenities, the ordinances invariably include requirements ensuring that a stable source of funding will be available to maintain and renovate the facilities. For example, the Grapevine ordinance states:

The city council may . . . allow the open space and park and recreational areas . . . to be restricted to the use and enjoyment of residents of the particular development or subdivision . . . such areas shall be maintained by and deeded to a homeowners’ association, or a trustee . . . the homeowners are liable for the payment of maintenance fees and capital assessments . . . unpaid

homeowners' fees and assessments will be a lien on the property of the delinquent homeowners.

Ordinances in the cities of El Paso, Grapevine, Rockwall, and San Antonio authorize credit of up to 100 percent. Thus, El Paso allows "up to a one-hundred percent reduction from the initial parkland dedication requirement for the installation of private amenities." The Rockwall ordinance offers the 100 percent credit but "the park property within the private development must be easily accessible to the general public either through the use of the city trail system or public roadways." Thus, to qualify for the credit, the private park amenities cannot be for the exclusive use of the subdivision's residents.

San Antonio authorizes up to 100 percent credit but, like the City of Haltom, the amount of credit is linked to specific elements included in a private park. For example, one element is "open play areas" for which the credit is a maximum of 1 acre for every 5 acres of parkland dedication, while a swimming pool "may count towards no more than 50% of the parkland dedication requirement."

The cities of Elgin, Leander, Mansfield, and Pflugerville did not specify an upper amount for the credit. The Elgin ordinance characterized the position of three of those cities:

Subdividers and developers may be allowed a credit against the park land dedication requirement for private parks or recreational facilities . . . The director of public works shall recommend to the planning and zoning commission the amount of the credit to be allowed, if any.

The City of Mansfield is most sensitive to meeting the requirements of "rough proportionality" and states:

The developers shall reserve a proportional credit, as determined by the Director, based on actual out-of-pocket dollar costs that the developer incurred for the improvement of the private park or recreational facility.

There is a challenge in determining what is "proportionate credit." If a developer constructs such amenities as tennis courts, a swimming pool, or a golf course for the private use of a subdivision's residents, how much demand for public parks do the amenities absorb? Given the difficulty of considering such a question, the Mansfield ordinance suggests that perhaps the only equitable way to give credit is to do it on a cost basis. Thus, the cost of the private amenities would be deducted from the cost of the public parkland dedication that the developer would otherwise have to pay.

The "rough proportionality" requirement mandates that proportionate credit be given for private amenities. Private park space cannot be considered part of a community's existing level of service. Thus, such credit does reduce the amount of public open space. This has a marked adverse effect on the formula for calculating dedication requirements. For an example of the possible impact, see Table 3 and substitute a lower level of service than the prevailing 1 acre per 285 people (say, 1 acre per 350 people) for neighborhood parks in the calculations.

The analysis in this section shows that most Texas communities ignore the issue of credit for private amenities; they either insert an arbitrary upper limit of 50 percent

or 100 percent, or they leave it to the city's discretion. All of these options fail to provide "proportionate" credit for private amenities.

This is not likely to be a major issue in most Texas cities because relatively few developments include private amenities. Nevertheless, the issue should be addressed to avoid the possibility of legal challenge in the future.

Reimbursement clause

Many communities require that neighborhood parks usually be at least 5 acres in size because the cost of sending crews to maintain smaller parks of (say) 2 or 3 acres across the city is not justified by their relatively low level of use. A challenge confronting many cities is that most developments are so small that their parkland dedication acreage requirement is much too low to meet this 5-acre minimum standard. Consequently, cities usually accept the alternative dedication of a fee-in-lieu of land.

However, accepting the fee-in-lieu option creates a conundrum. When sufficient cash accrues from these payments, the city tries to buy adequate land for a park. Unfortunately, by the time enough money has been paid by developments to accomplish this, most of the land suitable for a park of appropriate size is likely to have been acquired for development. Invariably, the only land available for a park is flood plain or detention basin land that developers could not use but that is also often inferior for use as a park. Alternatively, if potentially good park land is still available, it is likely to be relatively expensive because land prices are likely to rise as the intensity of development in an area increases.

This scenario has led most communities to insert a reimbursement clause into their dedication ordinances. For example, the College Station ordinance states: "If the City does acquire park land in a park zone, the City may require subsequent parkland dedications for that zone to be in fee-in-lieu-of-land only. This will be to reimburse the City of the costs of acquisition." Indeed, to implement this reimbursement mechanism, in a 2008 bond referendum, the voters of College Station approved a \$1 million "parkland revolving fund." This fund will enable parkland to be acquired and be replenished from subsequent fees-in-lieu.

This process enables a city to buy parkland before development by using general obligation bonds or certificates of obligation and to reimburse itself later, at least in part, from the fees-in-lieu. Thus, a reimbursement dedication fee apportions the cost of providing park facilities for new development before it is needed to each new development in proportion to its use of the parks.

Negotiation with landowners at times when activity in the real estate market is slow, when a bargain sale opportunity becomes available, or when the land is beyond the community's existing developed areas may result in good park and recreational land being purchased at a relatively low price. It is also likely to be easier to acquire substantial tracts of 50 to 300 acres, for example, during this time than after development extends to these outlying areas. In effect, these acquisitions represent excess capacity to the community's current needs. Adopting this approach is likely to be supported by developers because the existence of parks makes new developments more attractive to homeowners.

A reimbursement clause enables a city to buy parkland before development by using funds such as general obligation bonds or certificates of obligation and to reimburse itself later, at least in part, from the fees-in-lieu.

Timing of the dedication requirement

In almost all the ordinances reviewed, the land dedication, fee-in-lieu, and/or park development fee must be paid “prior to filing the final plat for record.” However, seven municipalities included variations to this clause.

College Station uses this clause for single-family residences, but for multifamily developments the dedication is to be made “prior to the issue of any building permits.” This is done because the platting does not specify the number of apartments to be built, so the fee is unknown. Because only one builder is involved for multiple apartments, it is administratively easy to collect the fee at the time a building permit is requested.

The cities of Keller, Mansfield, and New Braunfels require the dedication to be “prior to final plat or the issuance of a building permit when a plat is not required.” Plano and Corinth both require the dedication at the time of application for a building permit. In the case of a land dedication, Edinburg uses the final plat clause, but for fee-in-lieu payments the city divides the timing: “50% payable at the time of final plat approval on a lot basis and the remaining 50% of such payment shall be made at the time a building permit is applied for on a dwelling basis whether it is a single, two, or multifamily dwelling.”

Adherence to the nexus principle

In the *Turtle Rock* case, the Texas Supreme Court referred to *Berg Development Co v. City of Missouri City*,⁸ a 1980 Texas case in which the courts ruled the Missouri City parkland dedication ordinance to be unconstitutional because a subdivision’s fee-in-lieu could be expended on parks anywhere in the city rather than only at a park close to that subdivision.

The Missouri City ordinance did not preclude the city from exacting funds from a developer and then failing to use the money to provide parks for the assessed development. Therefore, that park dedication ordinance placed a special economic burden upon the developer and ultimately on the home buyer with no guarantee that they would benefit from the exaction. This defect made the Missouri City ordinance arbitrary, and therefore unreasonable and unconstitutional.

Thus, the court made it clear that the land or fees dedicated must be used to benefit the subdivision from which they are taken.

This requirement was reaffirmed in 1987 by the U.S. Supreme Court in *Nollan v. California Coastal Commission*.⁹ The *Nollan* decision confirmed the “required nexus” rule recognizing the need for a jurisdiction to establish a rational nexus, or essential connection, between the demand enacted by a development and the park being developed with the resources provided by the developer. It requires that the dedicated resources be used to provide facilities that benefit those who will live in the development. This means that an agency should have a parks master plan that divides the jurisdiction into geographical districts. Each district should have a separate fund in which to credit all dedication fees-in-lieu and park development

The nexus rule requires that the dedicated resources be used to provide facilities that benefit those who will live in the development.

fees originating from that district. These revenues should be spent on parks within the district in which they originated.

The size of these districts is determined by the distance that residents are likely to travel to visit a park. As the distance between the development and the amenities increases, it becomes more likely that an ordinance will lose a legal challenge based on rational nexus. Conversely, if the geographical districts are made very small so that they are more defensible to a legal challenge, it will take much longer for enough funds to accrue to enable park amenities to be developed. Ideally, the size of the districts should be based on information from empirical studies measuring how far people in the community travel to parks. However, in most cities, a standard distance of ¼, ½, or 1 mile to a neighborhood park is considered “reasonable.”

Language in the College Station ordinance is typical of that used to meet the nexus requirement:

Park Land fees will be deposited in a fund referenced to the park zone or community park district involved. Funds deposited into a particular park zone fund or community park district may only be expended for land or improvements in that zone or district.

All 48 ordinances generally adhere to the nexus principle. Of the communities that did not specify the need for expenditures to be made only in the zone in which they were deposited, most are relatively small. In these cases, all residents in the city could be deemed as being near a park, wherever it is located.

The nexus requirement is not specified in the ordinances of seven larger cities: Cedar Park, Weslaco, Deer Park, and El Paso. Although this is surprising, it does not necessarily mean the nexus principle is not followed. It may mean only that while in practice it is met, it is not formally specified in the ordinance.

Time limitation for expending fees-in-lieu

The courts have made it clear that when fees-in-lieu are paid, the homes generating the fees are expected to benefit from new park amenities within a reasonable time frame. Nevertheless, 16 of the 48 cities fail to specify a time frame of any kind, which is a limitation of their ordinances. Of the remaining cities, Table 7 shows that the term “reasonable time frame” is most commonly determined to be either 10 years (13 cities) or 5 years (nine cities). Others range from a low of 2 years (Temple) and 3 years (Grapevine) to 7 years (Bryan) and 8 years (Rockwall).

Table 7. Time frame for spending fees-in-lieu for various Texas cities.

10 years	5 years	Other	None
Allen	Austin	Bryan (7)	Angleton
Alvin	Cedar Park	Corpus Christi (4)	Colleyville
Arlington	College Station	Grapevine (3)	Corinth
Carrollton	Edinburg	Lewisville (3 ½)	Deer Park
Cedar Hill	Frisco	McKinney (6)	El Paso

The courts have made it clear that when fees in lieu are paid, the homes generating the fees are expected to benefit from new park amenities within a reasonable time frame.

Continued from previous page

10 years	5 years	Other	None
Denton	League City	Rockwood (8)	Elgin
Haltom	Rosenberg	Temple (2)	Flower Mound
Mansfield	Rowlett	The Colony (4½)	Highland Village
Missouri City	Wylie		Keller
New Braunfels			La Porte
Pearland			Leander
Plano			Pflugerville
Waxahatchie			San Antonio
			Sugarland
			Weslaco

Variations in the time frame may reflect differences in rate of growth. The 5-year time frame adopted by, for example, College Station, Cedar Park, and Austin, probably reflects the rapid population growth occurring in these communities. It is surely unrealistic, even in rapidly growing communities, that shorter time frames of 2 or 3 years are sufficient to collect enough funds, to identify and acquire available park land, and to let contracts to develop a park. For many communities, an 8- or 10-year time frame is likely needed to accomplish these tasks.

No communities included time periods that differed according to type of park. This was surprising. It may be feasible to accrue enough resources to fund a neighborhood park within 5 years in a fast-growing city. However, more time will likely be needed to fund a community park within the same time frame because the costs are likely to be (say) five times greater, and the growth rate in a particular neighborhood may be much faster than that of other neighborhoods that in aggregate constitute a community park zone.

If the reasonable time frame criterion is not met, the ordinances must provide for those who pay the fees-in-lieu to receive a refund. Language in the College Station ordinance is typical:

The City shall account for all fees-in-lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be expended by the City within five (5) years from the date received by the City for acquisition and/or development of a neighborhood park or a community park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one (1) year of entitlement, in writing, or such right shall be barred.

Developers probably will not request refunds even if the time frame is not met because they are unlikely to be concerned enough to monitor how the money is spent

5 years later and because there is only a 1-year window of opportunity in which to claim the refund.

The scope and range of Texas cities’ parkland dedication ordinances

The survey revealed that the scope of Texas cities’ parkland dedication ordinances varied across three dimensions:

- The type of parks for which they provided
- The inclusion or exclusion of nonresidential development
- The inclusion or exclusion of subdivisions in the ETJ

Each of these issues is addressed in this section.

Types of parks specified in the ordinances

Table 8. Cities whose ordinances were limited to providing neighborhood parks.

Allen	Edinburg	New Braunfels
Alvin	Haltom	Pearland
Austin	La Porte	Rockwall
Carrollton	Lewisville	San Antonio
Cedar Hill	Mansfield	Waxahachie
Denton	Missouri City	

The ordinances of 17 of the 48 municipalities confine their parkland dedication authority to neighborhood parks (Table 8). This relatively restricted scope of about one-third of the ordinances is surprising, because the trend to a broader scope was noted over 15 years ago in a 1992 study investigating parkland dedication practices in six states, including Texas:

Historically, park exactions have been used to provide neighborhood parks, but data from this study suggest a changing practice. Many communities are now beginning to use the exacted fee to acquire, develop, or renovate community and citywide parks . . . This experimentation can meet the constitutional standard of “rational nexus” if the municipality can demonstrate that the development of these large parks serves residents of the subdivisions subject to the exaction⁴.

However, these authors went on to note that while municipalities in other states were broadening the mandate of exactions, “The exception to this trend is in the state of Texas, where municipalities predominantly restrict their use of the funds to neighborhood parks.”

This view of the legitimacy of a broader spectrum of parks being eligible for dedication fees was reinforced over a decade ago by the National Recreation and Park Association in its guidelines for planners, which stated: “The rational nexus test for parks and recreation can be expanded beyond the neighborhood park to community and regional parks where additional user pressures will occur and additional park and recreation capacity will be needed.”¹⁰

Ordinances of the other two-thirds of Texas communities provide enabling authority for dedication for a broader range of parks beyond the neighborhood level. The enabling authority in these ordinances was of three types: general and nonspecific, broad-based and specific, and limited scope beyond the neighborhood level. Examples of the language used in each of these types of ordinances are given in Figure 2.

Figure 2. Examples of ordinances providing enabling authority beyond the neighborhood level.

Examples of nonspecific language

- Corpus Christi: “provide for the parkland needs of future residents.”
- Leander: “dedicate to the public sufficient and suitable lands for the purpose of public parkland.”
- Flower Mound: “land dedicated for parks, containing passive or active recreational areas and amenities that are reasonably attributable to such development.”

Examples of broad-based and specific enabling language

- Frisco: “The city of Frisco is in need of neighborhood, community, regional, greenbelt and central parks due to population increases in the City from residential development which creates a specific demand for parks of various sizes.”
- League City: “To provide park and recreational areas in the form of neighborhood parks, recreational parks, regional parks and connecting trails as a function of residential development in the City of League City.”
- Rosenberg: The ordinances in some of these communities confirm that the fee-in-lieu also is distributed across all types of parks. For example, the ordinance states: “The allocation of cash paid to the City in lieu of land dedication shall be divided equally between neighborhood, community and regional parks.”

Cities whose ordinances provided for limited expansion beyond the neighborhood park level.

Typically, these cities extended their ordinances to incorporate community parks and/or linear greenways: Examples include:

- Bryan: “to provide recreational areas in the form of community parks . . . Community parks typically serve an area with a radius of one mile, and most of these also serve as neighborhood parks.”
- Highland Village: “providing for developer funded recreational areas in the form of a community park, neighborhood parks and an inland trails system – linear park.”
- Arlington: “linear parks and neighborhood parks” [In Arlington, all of the city’s community parks qualify as “linear parks].”

Although most cities' enabling legislation gave them a mandate to require dedication for more than neighborhood parks, in many cases they confined their implementation to only neighborhood parks, because of tradition, inertia, and presumably opposition from the development community.

Nonresidential park land dedications

The cities of Colleyville, Hutto, and Southlake extend their ordinances to include nonresidential as well as residential property. The Hutto ordinance states:

In order to provide for the open-space needs of the community, the Developer of a Non-residential subdivision of three acres or more will be assessed a parkland fee at recordation of the final plat of \$800 per acre.

It is difficult to see how such a requirement meets the U.S. Supreme Court's test of "rough proportionality." In the *Dolan* case, the court made it clear that a city cannot just say that it would be nice to have open space and then require property owners to dedicate the land for it. A park dedication ordinance must demonstrate the effect an individual development has on creating a need for parks.

The Colleyville and Southlake ordinances recognize the necessity of making the need case and use identical language to do this:

Although non-residential development does not generate residential occupancies per se, it does create environmental impacts, which may negatively affect the living environment of the community. These impacts may be ameliorated or eliminated by providing park or open space areas which buffer adjoining land uses, prevent undue concentration of paved areas, allow for the reasonable dissipation of automotive exhaust fumes, provide natural buffers to the spread of fire or explosion, and provide separation of lighting, waste disposal, and noise by-products of non-residential operations and activities from adjacent residential areas. The City has therefore determined that non-residential developments must provide dedicated parks and/or reserved open space at a ratio of one (1) acre of parkland for every fifty-six (56) non-residential gross acres of development or prorated portion thereof.

This language still seems too vague to demonstrate "rough proportionality" showing that employees will generate new demands for parks. However, in all three of these cases, the dedication requirement is so small in the context of the overall investment in a nonresidential development that it is unlikely developers will incur the cost and ill will with the city by challenging it, so the requirement will probably be met without challenge. The buffering requirement specified in the Colleyville language could probably be achieved equally well by strengthening the requirements of regular planning ordinances rather than through a dedication ordinance.

Extending ordinances to extraterritorial jurisdictions

Cities in Texas have legislative authority to regulate subdivisions built in their ETJs. This means that park dedication ordinances can be extended to include subdivisions outside a city's boundaries but within the ETJ. The ETJ extends for 3½ miles beyond the existing boundaries of a city with fewer than 100,000 population. It extends to 5 miles when the 100,000 population threshold is reached.

Only seven of the 48 cities make explicit reference in their ordinances to dedication extending to ETJ subdivisions: Alvin, Austin, College Station, Corpus Christi, Leander, Mansfield, and New Braunfels. For example, the Corpus Christi ordinance states:

All residential subdivisions located within the city or within the area of extraterritorial jurisdiction of the city, shall be required to provide for the parkland needs of future residents through the fee simple dedication of suitable land for park and recreation purposes.

A challenge in extending dedication to the ETJ is the cost of maintaining dedicated parks located far outside the city's existing boundaries. To encourage developments to carry these costs until they are annexed, the city of Austin ordinance increases its limit of 50 percent credit for private amenities in the city to 100 percent in the ETJ:

For subdivisions located outside the city limits, up to 100% credit may, at the discretion of the City, be given if the subdivider enters into a written agreement with the City stating that all private parkland shall be dedicated to the City at the time of full purpose annexation of said subdivision by the City.



Time frame for revising ordinances

Only 11 of the 48 ordinances incorporate a time frame for reviewing the ordinance. The College Station ordinance states: “The City shall review the Fees established and amount of land dedication required at least once every three (3) years.” The 3-year review clause also appeared in the Bryan, League City, and Plano ordinances; in Wylie, it is every 2 years; and in Arlington and San Antonio, the review period is every 5 years.

Five communities integrate revisions to fees-in-lieu into the annual budget process: Angleton, Haltom, Pflugerville, Rockwall, and Southlake. An annual reappraisal is likely to be viewed as being unreasonable or onerous by most city councils for two reasons. First, there may be too few land transactions recorded in a year to provide enough data to establish a clear trend. The smaller the number of transactions used to determine an average cost for acquiring land, the less reliable and more contentious that valuation is likely to be. Second, the prospect of undergoing a controversial public hearing process on this issue each year is likely to be unappealing to most elected officials.

The San Antonio and Arlington ordinances incorporate a compromise solution that avoids annual reviews but tries to reflect increases in land values in interim years between major 5-year reviews. The Arlington ordinance states:

Development fees shall be updated annually on September 1st by the Director in accordance with the U.S. Department of Labor, Bureau of Labor Statistics’ Dallas-Fort Worth Consumer Price Index for All Urban Consumers.



Criteria for acceptance of parklands

Most ordinances include guidelines to help determine whether to accept parkland or to require a fee-in-lieu. Typically, they include multiple items relating to such factors as location, accessibility, and character of the land. Two of these elements that are common to most ordinances and often contentious are minimum size and acceptability of floodplain and detention pond land.

Minimum size

Table 9. Desired minimum size of dedicated parkland specified in ordinances.

Amount of acreage	Cities
None specified	Angleton, Arlington, Corpus Christi, Deer Park, El Paso, Elgin, Flower Mound, Grapevine, Highland Village, Pflugerville, Weslaco
1 acre	Corinth, Edinburg, Haltom, La Porte, Lewisville, Pearland, The Colony, League City (¼ acre)
3 acres	Alvin, College Station, Leander, San Antonio, Temple
5 acres	Allen, Carrollton, Cedar Hill, Cedar Park, Denton, Frisco, Keller, Mansfield, Missouri City, New Braunfels, Rosenberg, Rowlett, Southlake, Waxahachie, Wylie
6 acres	Austin, Bryan
7 acres	Colleyville
10 acres	McKinney, Rockwall, Sugarland

Most ordinances specify a preferred minimum size for dedicated parkland, recognizing that tiny parks provide limited scope for providing amenities and are relatively expensive to maintain in terms of cost per user served. Table 9 shows that preferences range from ¼ acre in League City to 10 acres in McKinney, Rockwall, and Sugarland, with the most frequent preferred minimum size being 5 acres.

These are desired minimums; none of the ordinances categorically rejects the acceptance of land dedications that are smaller than their preference. The New Braunfels ordinance is typical:

The City Council and the New Braunfels Parks and Recreation Department generally consider that development of an area less than five acres for neighborhood park purposes may be inefficient for public maintenance.

Acceptability of floodplain and detention pond land

The large majority of ordinances indicate that it is generally undesirable to accept floodplain land as part of a dedication requirement. For example, the City of Mansfield ordinance states:

The City shall not accept land . . . within floodplain and floodway designated areas . . . unless individually and expressly approved by the Director.

Some cities recognize the limitations of floodplain land but emphasize the positive potential of such sites rather than their limitations. For example, the Bryan ordinance states:

Consideration will be given to land that is in the floodplain . . . as long as . . . it is suitable for park improvements.

Some cities state a maximum proportion of floodplain that they will accept in a dedication. In most cases, 50 percent is specified. For example, San Antonio requires “Areas within a 100 year floodplain shall not exceed 50% of the area counted as parkland.” Variations in the 50 percent requirement range from the ordinance of The Colony, “Not more than 20% of the proposed park is to be located within the 100 year floodplain,” to that of Denton, “Floodplain areas shall generally not exceed 75% of the total park site.”

Eleven cities specify that if floodplain land is accepted, its contribution toward a dedication requirement is discounted. Thus, the College Station ordinance states, “Land in floodplains or designated greenways will be considered on a three for one basis. Three acres of floodplain or greenway will be equal to one acre of park land.” Other communities adopting this three-to-one ratio are Alvin, Denton, McKinney, and The Colony. The cities specifying a two-to-one ratio are Austin, Cedar Hill, Haltom, La Porte, Lewisville, and Pflugerville.

Surprisingly, only a few ordinances address the issue of detention ponds being accepted to meet dedication requirements. Of those, the most commonly used language is similar to the generic statement in the La Porte ordinance:

Drainage areas may be accepted as part of a park if the channel is constructed in accordance with City engineering standards and if no significant area of the park is cut off from access by such channel.

The League City ordinance is unequivocal in rejecting as “unsuitable” any area located in the 100-year floodplain, but “an exception may be a ballfield that is located in a day detention basin with the approval of the Parks Board and City Council.” San Antonio offers the most specific and comprehensive regulations for acceptance of detention areas:

Detention basins which are required as part of the stormwater management standards shall not qualify as parkland unless 75% or more of the active and usable area is designed for recreational use and the area(s) conforms to the requirements below.

1. Detention areas shall not be inundated so as to be unusable for their designated recreational purposes. Detention areas must be designed to drain within 24 hours.
2. Detention areas shall be constructed of natural materials. Terracing, berming and contouring is required in order to naturalize and enhance the aesthetics of the basin. Basin slopes shall not exceed a three to one (3:1) slope.
3. Detention areas may count a maximum of 50% of the park dedication requirement.

College Station appears to be alone in unequivocally rejecting the acceptance of these areas:

Detention/Retention areas will not be accepted as part of the required dedication, but may be accepted in addition to the required dedication.



Concluding comments

This analysis of the 48 Texas city ordinances studied revealed that parkland dedication is substantially underused as a funding mechanism. Citizens and city leaders need to know the magnitude of the missed opportunity that this represents, possible reasons for this mechanism not being realized, and the political case for fully supporting substantive parkland dedication requirements.

The unrealized potential of parkland dedication ordinances

Over the past 25 years, Texas municipalities have increasingly used parkland dedication ordinances. However, the dedication requirements in their ordinances are much too low, given the prevailing fiscal and legal environments in Texas. The unrealized potential of these ordinances is a function of restricted scope and below-cost dedications.

Restricted scope

The scope of parkland dedication ordinances and their implementation was restricted in three ways. First, 17 of the 48 ordinances fail to extend the scope of ordinances beyond neighborhood parks to embrace community and regional parks. Additional user demand from new development extends to all types of parks, not only neighborhood parks. Hence, dedication fees should cover the cost of creating the additional capacity needed at all types of parks to accommodate the additional user demands. This need has been increasingly recognized over the past 15 years. Figure 2 (page 36) gives examples of Texas cities whose ordinances authorize dedication fees that cover the cost of the added capacity needed at all types of parks. All Texas cities could follow their lead.

A second source of restricted scope is that only seven of the 48 ordinances require parkland dedications from developments in their ETJs. Although it is a complex and lengthy process, Texas law gives cities the right to annex land within their ETJs. Thus, it is likely that subdivisions outside a city's boundary but within its ETJ will at some future time be annexed and integrated into the city. If a city's parkland dedication ordinance is not extended to embrace the ETJ, those homeowners will have no public park amenities when their subdivisions are annexed into the city, and they will pressure the city to provide them. Hence, failure to extend the ordinance into the ETJ is likely to result in a city incurring substantial costs in the future.

Most ordinances do include a reimbursement clause enabling the city to fund the initial acquisition and/or development of a park and to subsequently reimburse itself from the fees-in-lieu and/or park development fees. This clause would enable parks to be provided before development when land for them is both available and less expensive. Although this is a preferred modus operandi, its scope is restricted and it is rarely used because the dedication fees are so low that they do not reimburse the initial capital investment. The reimbursement authority likely will be used only if dedication fees are set a level that enables the initial capital investment to be recovered.

Below-cost dedications

The second factor contributing to the unrealized potential is the failure to set dedications at a level that covers all costs associated with the acquisition and development of the required additional park capacity. The two sources of this failure are captured in the U.S. Supreme Court's *Dolan* decision of 1994 that requires cities: (i) to be proactive in making an "individualized determination" and that (ii) a parkland dedication has a "roughly proportional" relationship between the dedication requirement imposed on a developer and the increased demands of the development on a park system.

The number used by almost all Texas cities for parkland dedication is arbitrary rather than empirically derived (Table 3), which is necessary to meet the "individualized determination" criterion. The *Dolan* ruling put cities on notice that they must provide quantitative evidence that their dedication requirement is appropriate.

Most cities specify their standards in terms of number of dwelling units per acre of parkland, but few incorporate a methodology or calculations showing how this standard was derived. This lack of explanation extends to the derivation of the fee-in-lieu (and in some instances to the park development fee in cases where it was imposed). Only 15 of the ordinances specify that the fee should equate to the fair market value of the land that would otherwise have been dedicated. In many of those instances, the calculations used to establish the equivalence of fair market value are obscure and appear to be arbitrary. The typical response to follow-up questions of city officials on how the standards and fees-in-lieu were determined was, "That is the figure the council decided upon."

Evidence of this arbitrariness is shown in columns 6 and 8 of Table 5, in which the current land dedications and fees-in-lieu are listed. Many of these are "rounded numbers." For example, in column 6, which shows dwelling units per acre, numbers such as 25, 50, 100, and 150 are prevalent. Similarly, in column 8, common numbers include \$250, \$300, \$500, \$600, or \$750. It is unlikely that the empirical procedure described in Table 3 would consistently yield such rounded numbers.

The most glaring examples of arbitrariness were the four ordinances that specified their standard in terms of percentage of the tract being developed. This means the dedication requirement remains the same whether 5 or 100 people per acre will live in the homes built.

The failure to meet the "individualized determination" criterion makes these ordinances vulnerable to invalidation by the courts. However, of perhaps greater concern is that there is no awareness of what the real standards or fees should be if empirical procedures to determine accurate numbers are not undertaken. This means that when elected officials set arbitrary numbers, which invariably are far below the real costs of acquiring and developing additional parks, they are unaware of the magnitude of the opportunity cost in potential park funding they are foregoing.

When initiating dedication ordinances, city councils often seek to appease vigorous opposition from the development community by setting very low dedication requirements. They rationalize that it is an accomplishment to get such an ordinance passed and that "some revenue is better than no revenue." The lack of

empirical procedures in subsequent reviews of the dedication requirement makes it vulnerable to incrementalism. That is, when the dedications are reviewed, councils tend to raise them by an arbitrary, incremental amount of say, 5 percent, 10 percent, \$50, or \$100. Because the initial dedication was so low, these increments effectively keep them low. Thus, if an initial fee is set at \$300, a 10 percent increase 3 or 5 years later raises it only to \$330. During this same period, the cost of acquiring and developing parks has likely risen far above the fee increase of \$30 per dwelling unit. This process means that the opportunity cost of forgone park funding increases quantumly as the years pass.

In addition to failing to make an “individualized determination,” almost without exception the dedications of Texas cities do not meet the second *Dolan* requirement of “rough proportionality.” Invariably, they fail to cover the costs associated with acquisition of additional park capacity created by additional demand from new homeowners.

The rough proportionality criterion directs that a dedication requirement be based on the current level of park provision. However, the data in Table 5 (page 21) show that this rarely occurs in Texas. The magnitude of the ratios in column 5 (current level of parkland provision) should be the same as those in column 6 (dedication requirement) if the cities adhere to rough proportionality. In some cities, the ratios are relatively similar—examples are Colleyville, Flower Mound, Keller, and La Porte. However, other communities have wide disparities—such as in Hutto, The Colony, and Grapevine. To meet the roughly proportionate criterion, 46 of the 48 cities should increase their land dedication requirement and those with wide disparities between current level of provision and dedication requirements should raise it substantially.

If these increases in land dedication were enacted, there would be a corresponding increase in fees-in-lieu. For example, if Mansfield increased its land dedication of 100 dwelling units per acre of parkland to its current level of park provision, which is 13.81 dwelling units per acre of parkland (that is, by 720 percent), its fee-in-lieu would correspondingly rise from \$500 per dwelling to \$3,600 per dwelling. Such increases may appear shocking when compared to existing dedications, but they indicate the magnitude of the opportunity cost associated with the failure of ordinances to accurately reflect the current level of service.

Although all the ordinances provide for land dedication and a fee-in-lieu alternative to the land requirement, only 10 of the 48 provide for a park development fee. When the fee-in-lieu amounts in Table 5 of these cities are compared with their park development fees in Table 6, it is clear that the park development fees typically far exceed the fees-in-lieu for land acquisition. These data suggest that inclusion of a park development fee is likely to at least double the revenue generated by a parkland dedication ordinance, and in some cases the increases would be much greater.

In summary, the data in Table 5 suggest that increases of between 150 percent and 1,800 percent in the existing parkland dedication requirements could occur in 44 of the 48 cities. These percentages are derived by dividing the current level of parkland provision (column 5) with the current land dedication requirement (column 6). This would occur if empirical procedures were used to make individualized determinations of the costs of parkland and these costs were fully incorporated into dedication ordinances so new developments paid a roughly proportionate share of

the costs. These increases themselves would likely be at least doubled (and in many cases the multiplier would be much higher) if the 38 cities that do not include park development fees in their ordinances were to similarly identify the full costs of developing new parks and fully incorporate them into their dedication ordinances so new developments pay a roughly proportionate share of these costs also.

Why is the potential not being realized?

Texas communities have parkland dedications that are far below the cost of providing parks for new homeowners at a community's prevailing level of service. Two main factors seem to account for the cities' failure to realize the potential of parkland dedication ordinances: inertia and vigorous opposition from the development community.

Inertia

The inertia stems from many elected officials' lack of knowledge about the potential of parkland dedication ordinances to increase park funding. Indeed, parkland dedication ordinances are not discussed or listed in the Texas Municipal League's 2007 publication, *Revenue Manual for Texas Cities*, which claims, "This manual addresses nearly every known source of revenue available to Texas Cities."

Some cities' ordinances have been in force for several decades and have never been revised. This means that elected officials remain unaware of the potential both for adding a park development fee element and for expanding the ordinances' scope to parks far beyond the neighborhood level to which they were confined in the 1960s, '70s and early '80s. Only 11 of the 48 cities require that the ordinance be reviewed at specified regular intervals. This is a major structural failing in the remaining 37 ordinances because without the stimulus of a built-in periodic review, the ordinances never appear on a council agenda and remain invisible to elected officials.

The lack of regular review probably explains the legal weaknesses manifested in many of the ordinances. There simply has been no reason to reexamine and update them to be consistent with contemporary best practice and court guidelines. Given these legal weaknesses, it is significant that no substantive litigation has been initiated by the development community in Texas challenging parkland dedication ordinances in the 25 years since the *Turtle Rock* case in 1984. This suggests that the cost required by most of the ordinances is so small in the context of the total cost of a development that it is not worthwhile for developers to legally challenge them.

Opposition from the development community

A second reason elected officials have not capitalized on the potential opposition from the development community of parkland dedication ordinances is that any suggested enhancements of them invariably are opposed vigorously by the development community, which is a powerful constituency in most Texas cities. Thus, instead of the criterion for setting fees being to meet the costs of new parks and make growth pay for itself, the criterion is to set them at a level that will not generate an unacceptable political backlash from the development community.

Some cities' ordinances have been in force for several decades and have never been revised. This means that elected officials remain unaware of the potential both for adding a park development fee element and for expanding the ordinances' scope to parks far beyond the neighborhood level.

Developers are very conscious of the Fifth Amendment “takings” issue. Although the courts have ruled that parkland dedication does not constitute a taking of private land without adequate compensation, many Texas developers resent the courts’ interpretations. They view it as an intrusion of their right to use all of their land as they see fit and strongly oppose the principle of parkland dedication. Because of these perspectives, discussions of dedication issues with developers are often highly emotional.

In some contexts, some elected officials may perceive the opposition from the development community as endangering their personal political aspirations, because developers and real estate interests are influential in many Texas communities and are major contributors to local election campaigns. Indeed, some elected officials are involved in real estate or associated professions, and they oppose substantive dedications as antithetical to their professional value systems.

In many Texas communities, residential development has not been expected to pay its own way in the past. The contention that growth should pay for itself is a relatively recent interjection into Texas’ political discourse. The tradition has been for one generation of residents to provide the park opportunities for the next generation by paying for them with ad valorem taxes. Hence, developers legitimately ask: Why do we have a primary responsibility to provide these new parks when most of the parks used by existing residents were inherited by them from previous generations? Do they not have an obligation to provide for future generations as others previously provided for them? There are two responses to this line of argument.

First, when cities are small, all residents are relatively close to a park, wherever it is located. However, when a city reaches a threshold size (say 40,000), parks in new developments on its edge may be 5 miles away from residents living in the center of the city. These residents likely will never use them and therefore are unlikely to support using ad valorem taxes to pay for them.

Second, the rapid growth of Texas cities, the state’s renowned fiscal conservatism, and citizens’ reluctance to support any tax increases mean that parks must compete for limited funding with many other infrastructure and structure projects, including roads, bike and hike trails, police and fire stations, city offices, and structures for recreation, seniors, and the arts. In this competitive environment, it is unlikely that there will be sufficient ad valorem funds to secure the desired level of parks provision. This point is recognized in the generic context of impact fees by the National Association of Home Builders, the national trade association representing developers and builders: “Developers and builders are acknowledging that impact [parkland dedication] fee payments may mean the difference between undertaking a residential development project or not. For in the absence of needed infrastructure, residential development cannot occur.”

Those in the development community who support substantive parkland dedications generally cite some combination of the following four factors as their justification.

First, parkland dedications make parks available at the time, or soon after, new homeowners move into a development. This enhances the property’s sale ability. Many real estate projects feature recreation amenities prominently in their promotional campaigns because they have determined that new home buyers seek

these assets. Hence, the requirement to provide park amenities often is consistent with the developer's own inclinations and might be provided by the developer even if they were not required. However, developers probably would prefer to decide for themselves what facilities to provide rather than be mandated to give resources to a city and have its officials make that decision for them.

Second, developers may recognize that ensuring a given level of park provision throughout a community contributes to its general quality of life. This encourages both new residents and businesses to locate in the city, which enhances the developers' long-term business prospects.

Texas residents are increasingly recognizing that in the absence of dedication and impact fees for an array of new facilities, new development is likely to result in local tax increases or service cutbacks. In these contexts, the challenge of growth advocates is to demonstrate that their projects will not have an adverse fiscal impact on the community. Their support of dedication ordinances is an action that can be used to make this case.

Finally, some factions in a community invariably view developers with distrust and suspicion. Developers who endorse a substantive parkland dedication ordinance may contribute to alleviating this negative image by demonstrating that they have a social conscience, are concerned for the general welfare as well as the bottom line, and are prepared to invest in community facilities. Thus, the developers' support for parkland dedication may be viewed as an investment in good public relations and as a means of winning public support for future projects.

In contrast to the vociferous opposition typically expressed by developers, few among the general public are likely to engage in the debate about parkland dedication. Residents usually know and understand little about parkland dedication ordinances and do not recognize that they will be adversely impacted if the ordinances are merely nominal. Consequently, there generally is a lack of a pro-ordinance constituency to counter the opposition from the development community.

The economic case for parkland dedication ordinances

The intangible notion of opportunity costs often fares poorly when compared with the tangible costs that developers contend are harming their businesses. People are less sensitive to information that is not tangibly presented.

A strategy for reducing this imbalance among constituencies is to make the opportunity costs tangible, pointing out to elected officials and the general public the cost of *not* increasing the ordinance requirements. This strategy focuses attention on the negative consequences of the loss that will occur if this action is not taken. It has been widely demonstrated in the field of social psychology that this negative framing of consequences has a powerful persuasive impact on audiences.^{12,13} An example of how this was done in College Station is shown in Figure 3. The first half of the figure shows that based on the city's best estimate of the population growth for the next 20 years, an investment for neighborhood and community parks of \$30.5 million would be needed merely to maintain the city's existing level of service.

Figure 3. Illustration of the cost to residents of not maximizing the potential of a parkland dedication ordinance.

The estimate of 20-year capital cost requirements for neighborhood and community parks based on a projected increase of 40,000 population in the next 20 years while maintaining the current levels of service.

New neighborhood parks

- Current level of service = 1 acre per 285 people
- Additional land needed to retain current level of service: $40,000 \div 285 = 140$ acres
- Cost of additional land: 140 acres @ \$32,000 per acre \$4,480,000
- Average park size of 8 acres means 18 new parks, with park development costs @ \$631,000 \$11,360,000
- Cost of land plus development: $\$4,480,000 + \$11,360,000$ **\$15,840,000**

New community parks

- Current level of service = 1 community park per 10,970 people
- Additional land needed to retain current level of service: $40,000 \div 10,970 = 4$ parks @ 37 acres/park
- Cost of additional land: 148 acres @ \$32,000 per acre: \$ 4,740,000
- 4 new parks @ \$2.5 million per park for "basic infrastructure": \$10,000,000
- Cost of land plus development: $\$4,740,000 + \$10,000,000$ **\$14,700,000**

Total estimated capital cost for 10-year period: **\$30,540,000**

Revenue projections from a land dedication ordinance based on 40,000 additional population with an equal number of single-family and multifamily units.

Existing ordinance requirements

- Single-family: $20,000 \div 2.80 = 7,142$ dwelling units
7,142 DU x \$940 \$ 6,713,480
- Multifamily: $20,000 \div 2.25 = 8,890$ dwelling units
8,890 DU x \$731 \$ 6,498,590

Total revenue **\$13,212,070**

Proposed new ordinance requirements

- Single-family: 7142 DUs x \$2,021 (1,078 + 943) \$14,433,982
- Multifamily: 8,890 DUs x \$1,686 (878 + 768) \$14,988,540

Total revenue **\$29,422,522**

Conclusion: If the proposed new ordinance requirements are not implemented and the existing ordinance requirements are retained, residents may be taxed an additional \$16.2 million (\$29.4 million - \$13.2 million) in the next 20 years in order to maintain the current level of park service.

The second part of Figure 3 shows that if the existing fees-in-lieu of \$940 for single and \$731 for multiple dwelling units are maintained, about \$13.2 million of this cost will be raised from those creating the demand for the new facilities. However, if fees-in-lieu are raised to \$2,021 and \$1,686, respectively, the new parks will, for the most part, be paid for by the new growth. Failure to impose the new fees would result in existing residents being taxed an additional \$16.2 million in the 20-year period to maintain existing levels of neighborhood and community park provision.

The emerging O&M argument

Some in the development community are raising a new question about the requirement of parkland dedication: How can the city justify building new parks when it is struggling to find the money to properly maintain and operate those that it already owns? There are four responses to this question.

First, allocation of operation and maintenance funds is part of the annual budget process. As such, it reflects a short-term view of economic conditions prevailing in the city at that time. In contrast, parkland dedication is a one-time, major investment in capital infrastructure that reflects a long-term view of amenities the city should have in the future.

If a current council decides not to build new parks, it has made it more difficult and expensive for future residents to have them because adequate nearby land may not be available for the parks later. A current council has an obligation not to preempt the options of future councils. It is the prerogative of future councils to decide each year whether or not to fully fund the maintenance and operation of parks; presumably, this will be governed by the economic conditions at that time. The rejection of a parkland dedication ordinance because of concerns about future operation and maintenance costs would lack justification because the future ability to meet such costs is unknown. Previous councils had sufficient vision to create the opportunities that the community currently enjoys. If a current council does not continue to make the same opportunities available to future generations, they would be lacking vision.

A second rebuttal to the operations and maintenance argument is that amenities that are not on the tax rolls in a community create much of the value of the properties that are on the tax rolls. Such amenities include parks, schools, roads, churches, street spaces, nonprofit arts facilities, and police and fire facilities and services. Specifically in the case of parks, the real estate market consistently demonstrates that many people are willing to pay a larger amount for property located close to parks and open space areas. The higher value of these residences means that their owners pay higher property taxes. In many instances, if the incremental amount of taxes paid by each property that is attributable to the presence of a nearby park is aggregated, it will be sufficient to pay the annual costs of operating and maintaining the park.¹⁴

A third response to the operations and maintenance contention is that the costs can be minimized by the city focusing only on natural parks. The cost of operations is higher for parks that contain elements such as athletic fields. The city could decide to have the parks designed to require minimal maintenance costs.

Finally, the empirical evidence in the past two decades overwhelmingly reports that while residential development may generate significant tax revenue, the cost of providing public services and infrastructure to that development is likely to exceed the tax revenue emanating from it. Thus, preserving open space and creating parks can be a less expensive alternative to development. Indeed, some communities have elected to acquire park and open space land rather than allow it to be used for residential development because this reduces the net deficit for their residents that would occur if new homes were built on that land.¹⁴

The political case for parkland dedication

Parkland dedication gives local government elected officials in Texas a partial solution to their capital funding problems. There are four main reasons why they represent the safest political option for funding new parks.

First, Texas is a fiscally conservative state, and this is a fiscally conservative action. A bedrock principle of fiscal conservation is the Benefit Principle, which states that those who benefit from government services should pay for them.

Second, elected officials can respond to infrastructure and amenity needs created by new growth in one of three ways:

1. Request existing residents to pay the bills by approving the issuance of general obligation bonds, which will raise their taxes. Many residents are likely to ask, “Why should we agree to raise our property taxes to build parks that are many miles away from where we live and that we will never use?”
2. Decline to provide the new infrastructure and amenities or provide them at a lower level of service than prevails elsewhere in the community. In effect, this means accepting a reduction in the community’s quality of life.
3. Require new development to pay the cost of providing the infrastructure and amenities the need for which has been created by them.

Few elected officials are likely to run for office on a platform of raising the taxes of existing residents (option 1) or lowering a community’s quality of life (option 2). Indeed, if a public referendum was held inviting the public to vote on which option they would prefer, the likely result would be overwhelming support for option (3).

Third, ostensibly, it would appear that the dedication requirement will lead to some potential home buyers being priced out of the market. The development community is likely to vigorously promote this position. Thus, if an additional (say) \$1,000 parkland dedication fee is added to a starter home costing (say) \$140,000, representing a price increase of approximately $7/10^{\text{ths}}$ of 1 percent, the developers are likely to argue that it will price out some potential home buyers. If an ordinance is revised every 3 years, it means that over the 3-year period the increase will average $2\frac{1}{2}/10^{\text{ths}}$ of 1 percent per year. It is unlikely that any other cost of development will increase by such a small amount over a 3-year period. Thus, it is unlikely that such a cost increase would price potential “low-end” homeowners out of the market.

Further, the reality of parkland dedication requirements is that **they are not likely to lead to any increase in the price of a new home.** The new parkland dedication fee could be absorbed in one of three ways.

- a. The option of passing it through to the home buyer as suggested in the previous paragraph may be considered. However, if the market would bear a price of \$141,000 rather than a price of \$140,000, developers would charge that amount because their goal is to maximize their profits. Hence, market forces dictate that a price of \$141,000 is unlikely to be an option.
- b. The additional \$1,000 fee could be absorbed by the developer. This is not a viable option because a developer's willingness to accept the financial risk associated with a project is predicated on a given projected profit margin. Without that profit margin, the project will not proceed, so it cannot be reduced.
- c. The non-feasibility of options (a) and (b) mean that the only viable option for absorbing the additional \$1,000 dedication fee is to reduce the developer's costs. This can be done in one of three ways:
 - (i) Reduce the house size by 10 square feet (assuming a cost of \$100 a square foot). Thus, instead of the homes being 1,400 square feet, they would be 1,390 square feet.
 - (ii) Engage in "value engineering" to reduce the costs of finishes, fittings, furnishings, or landscaping in the house by \$1,000.
 - (iii) Pay less for the land. The imposition of a \$1,000 parkland dedication fee effectively changes market forces and reduces the value of the land to be sold. This is explained in the following scenario:

Suppose a developer is about to buy a piece of land when the city announces a \$1,000 increase in the park dedication requirement. Before the increase, the developer could build 100 units on the land and sell them for \$150,000 each. Based on the cost of construction and required profit, she was willing to pay \$2 million for the land. As a result of the new ordinance, the builder concludes that she now must charge \$151,000 per unit because of the increased cost. However, if the developer can now sell the houses for \$151,000 each, why did she not charge that price before the imposition of the fee? In fact, the market for comparable housing limits her to selling the houses for \$150,000 each; thus, she will not be able to sell them for \$151,000. As a result, the builder is willing to pay only \$1.9 million for the land, so she is able to reduce costs and maintain her profit margin.

A fourth reason supporting strong parkland dedication ordinances is that if taxes are raised to pay for parks in new areas, the assessed property values of existing homes in the community will be effectively reduced because potential buyers are likely to pay less for a property with a higher tax burden.¹⁵ A reported corollary of this is that because parkland dedication ordinances potentially lower taxes, they may increase the demand for housing, especially for "small homes within inner suburban areas . . . These are also the areas that offer the greatest job opportunities for lower-skilled workers."¹⁶ These authors explain their empirical findings by suggesting

that exactions such as parkland dedications, “decrease the fiscal deficit imposed on existing residents by new development, allowing more affordable homes to be built within suburban areas.”¹⁵

The limited use of parkland dedication in Texas is surprising given its legal validation, the expansion of its scope that has been accepted by the courts, and its ability to shift the tax burden of maintaining existing service levels away from existing residents to those new residents who create the need for additional amenities. This study suggests that the recognition of these appealing political realities remains limited in Texas. Clearly, there is considerable scope both for extending parkland dedication to municipalities that do not have such an ordinance, and for increasing the requirements in those cities that currently have an ordinance.



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Fee in Lieu Comparison

City	Dedication Fee per Unit
Dripping Springs	\$1716 - \$1317
Kyle	\$750
Buda	\$1000
Manor	\$550
Hutto	\$175
Georgetown	\$570
Cedar Park	\$1000
Leander	\$1050
Lago Vista	\$1050
Austin	\$3203 - \$5276

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2023-

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 3: SITE DEVELOPMENT; AND SECTION 4: SUBDIVISION; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to gain and maintain parkland in the City of Dripping Springs, Texas (“City”) and its Extraterritorial Jurisdiction (“ETJ”); 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 Chapter 212, the City has authority to regulate subdivisions; and

WHEREAS, pursuant to Texas Local Government Code Section 331.005, the City can control and manage parks within the City; and

WHEREAS, pursuant to Texas Local Government Code Section 331.001, the City can acquire land and facilities to be used for public parks and playgrounds by gift, devise, or purchase; and

WHEREAS, it is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public’s welfare; and

WHEREAS, the only adequate procedure to provide for parks is to integrate such requirements into the planning and development of property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing property; and

WHEREAS, existing parks in the City currently serve the needs of several neighborhoods located within the city limits and the ETJ, and are located within an approximate one-half to five-mile radius of City residents and ETJ users; and

WHEREAS, Founders Memorial Park and Sports and Recreation Park provide amenities that are typical in community parks, providing services to users in the city and ETJ alike

due to the absence of community park facilities within the ETJ. Together, neighborhood parks and community parks can meet more of the recreational needs of residents; and

WHEREAS, this amendment is adopted to provide funding for parks that reflects the increased development and residents in the area; and

WHEREAS, the costs associated with development and maintenance of neighborhood and community parks should be borne by the landowners of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities; and

WHEREAS, the City Council finds that the attached schedule of fees is reasonable and prudent considering the municipal resources expended in the furtherment of building and planning; and

WHEREAS, the requirements within the ordinance are adopted to affect the purposes stated above; and

WHEREAS, the fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City; and

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

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances, Section 9 is 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”.

The Parkland Dedication Fee (fee-in-lieu) will be deposited in the Park Fund and will be used solely and exclusively for the purpose of acquiring and/or improving public parks, trails, and recreational lands, and shall not be used for maintaining or operating park facilities or for any other purpose.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the _____ day of _____ 2023, by a vote of _____ (ayes) to _____ (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"
CITY OF DRIPPING SPRINGS
MASTER FEE SCHEDULE

ARTICLE A1.000 (GENERAL PROVISIONS)

* * *

SECTION 3: SITE DEVELOPMENT

3.11 Parkland Dedication Fee (Fee-in-Lieu): ~~As calculated in Chapter 28 of the City of Dripping Springs Code of Ordinances.~~ _____ dollars (\$) per Dwelling Unit.

SECTION 4. SUBDIVISION

4.25 Parkland Dedication Fee (Fee-in-Lieu): ~~As calculated in Chapter 28 of the City of Dripping Springs Code of Ordinances.~~ _____ dollars (\$) per Dwelling Unit.



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Interim Deputy City Administrator 

Date: August 15, 2023

RE: FY 2023 Proposed Budget Amendment #5

DSRP Fund:

Revenues:

- Stall Rentals has increased **\$5,800.00** (From \$37,200.00 to \$43,000.00)
 - Actual revenues are coming in higher than anticipated for FY 2023.
- RV/Camping Site Rentals has increased **\$5,000.00** (From \$19,000.00 to \$24,000.00)
 - Actual revenues are coming in higher than anticipated for FY 2023.
- Equipment Rental has increased **\$6,420.00** (From \$6,000.00 to \$12,420.00)
 - Actual revenues are coming in higher than anticipated for FY 2023.

Expenditures:

- Misc. Events has increased **\$61,732.60** (From \$700.00 to \$61,732.60)
 - Upon approval of the proposed Ice Rink contract, which is being considered by Council on August 15th, the City will be required to pay 30% of the contract within thirty (30) days of signing. The 30 days ends just before the beginning of the new fiscal year, which is why a budget amendment is being proposed.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2023-_____

BUDGET AMENDMENT

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS
AMENDING THE CURRENT 2022-2023 FISCAL YEAR BUDGET;
FINDING MUNICIPAL PURPOSES; AUTHORIZING
EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2022-2023; and

WHEREAS, the City has had a need to adjust line items in the Dripping Springs Ranch Park, Fund; and

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

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

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

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

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2022-2023 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 2022-2023 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

Dripping Springs Ranch Park Fund:

Revenues:

- Stall Rentals has increased **\$5,800.00** (From \$37,200.00 to \$43,000.00)
- RV/Camping Site Rentals has increased **\$5,000.00** (From \$19,000.00 to \$24,000.00)
- Equipment Rental has increased **\$6,420.00** (From \$6,000.00 to \$12,420.00)

Expenditures:

- Misc. Events has increased **\$61,732.60** (From \$700.00 to \$61,732.60)

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 15th day of August 2023 by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
CITY - GENERAL FUND				
Balance Forward	4,408,438.85	4,408,438.85		
Revenue				
AD Valorem	2,559,204.88	2,559,204.88		
AV P&I	4,000.00	4,000.00		
Sales Tax	3,800,000.00	3,800,000.00		
Mixed Beverage	75,000.00	75,000.00		
Alcohol Permits	6,852.50	6,852.50		
Fire Inspections	50,000.00	50,000.00		
Bank Interest	50,000.00	50,000.00		
Development Fees:				
- Subdivision	890,750.00	890,750.00		
- Site Dev	400,000.00	400,000.00		
- Zoning/Signs/Ord	65,000.00	65,000.00		
Building Code	1,500,000.00	1,500,000.00		
Transportation				
Solid Waste	45,000.00	45,000.00		
Health Permits/Inspections	75,000.00	75,000.00		
Municipal Court	1,000.00	1,000.00		
Other Income	40,000.00	40,000.00		
TXF from Capital Improvements				
TXF DSRP On Call	10,400.00	10,400.00		
TXF from HOT	2,404.33	2,404.33		
TXF from WWU	4,066.66	4,066.66		
TXF from TIRZ				
FEMA				
CARES Act				
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-		
Total	13,987,117.23	13,987,117.23		
Expense				
Supplies	30,000.00	30,000.00		
Office IT Equipment and Support	105,890.00	113,690.00		
Software Purchase, Agreements and Licenses	218,759.00	265,318.00		
Website	6,625.00	6,625.00		
Communications Network/Phone	36,830.84	36,830.84		
Miscellaneous Office Equipment	6,000.00	6,000.00		
Utilities:				
- Street Lights	20,000.00	20,000.00		
- Streets Water	4,000.00	4,000.00		
- Office Electric	5,500.00	5,500.00		
- Office Water	650.00	650.00		
- Stephenson Electric	1,500.00	1,500.00		
- Stephenson Water	500.00	500.00		
Transportation:				
- Improvement Projects	1,096,332.00	1,096,332.00		
- Street & ROW Maintenance	204,050.00	204,050.00		
- Street Improvements	693,707.99	693,707.99		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Office Maintenance/Repairs	18,510.00	18,510.00		
Stephenson Building & Lawn Maintenance	6,000.00	6,000.00		
Maintenance Equipment	97,500.00	97,500.00		
Equipment Maintenance	5,500.00	5,500.00		
Maintenance Supplies	5,100.00	5,100.00		
Fleet Acquisition	50,000.00	50,000.00		
Fleet Maintenance	44,180.00	44,180.00		
City Hall Improvements	500,000.00	500,000.00		
Uniforms	12,320.00	12,320.00		
Special Projects:				
- Family Violence Ctr	7,000.00	7,000.00		
- Lighting Compliance	2,000.00	2,000.00		
- Economic Development	5,000.00	5,000.00		
- Records Management	1,220.00	1,220.00		
- Government Affairs	60,000.00	60,000.00		
- Stephenson Parking Lot Improvements				
- Stephenson Building Rehabilitation	210,000.00	210,000.00		
- OFR Grant Writer	-	-		
- Planning Consultant	250,000.00	250,000.00		
- Land Acquisition	10,000.00	10,000.00		
- Downtown Bathroom	200,000.00	200,000.00		
- City Hall Planning	30,000.00	30,000.00		
Public Safety:				
- Emergency Management Equipment	45,690.00	45,690.00		
- Emergency Equipment Fire & Safety	611.00	611.00		
- Emergency Mgt PR	2,000.00	2,000.00		
- Emergency Equipment Maintenance & Service	11,702.00	11,702.00		
- Emergency Management Other	30,000.00	30,000.00		
- Animal Control	3,400.00	3,400.00		
Public Relations	5,200.00	5,200.00		
Postage	3,200.00	3,200.00		
TML Insurance:				
- Liability	25,000.00	25,000.00		
- Property	41,000.00	41,000.00		
- Workers' Comp	25,000.00	25,000.00		
Dues, Fees, Subscriptions	41,337.95	41,337.95		
Public Notices	6,000.00	6,000.00		
City Sponsored Events	5,000.00	5,000.00		
Election	8,000.00	8,000.00		
Salaries	2,624,223.34	2,624,223.34		
Taxes	209,825.09	209,825.09		
Benefits	278,376.89	278,376.89		
Retirement	156,944.31	156,944.31		
DSRP Salaries	485,020.13	485,020.13		
DSRP Taxes	38,873.31	38,873.31		
DSRP Benefits	73,071.07	73,071.07		
DSRP Retirement	27,399.78	27,399.78		
Professional Services:				

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
- Financial Services	35,000.00	35,000.00		
- Engineering	70,000.00	70,000.00		
- Special Counsel and Consultants	55,800.00	55,800.00		
- Muni Court	15,500.00	15,500.00		
- Bldg. Inspector	750,000.00	750,000.00		
- Fire Inspector	40,000.00	40,000.00		
- Health Inspector	50,000.00	50,000.00		
- Architectural and Landscape Consultants	5,000.00	5,000.00		
- Historic District Consultant	3,500.00	3,500.00		
- Lighting Consultant	1,000.00	1,000.00		
- Human Resource Consultant	15,000.00	15,000.00		
Training/CE	92,892.04	92,892.04		
Code Publication	8,000.00	8,000.00		
Mileage	2,000.00	2,000.00		
Miscellaneous Office Expense	10,000.00	10,000.00		
Bad Debt Expense	-	-		
Contingencies/Emergency Fund	50,000.00	50,000.00		
Coronavirus Local Fiscal Recovery Funds (CLFRF)				
TXF to Reserve Fund	500,000.00	500,000.00		
TXF AV to TIF	355,961.65	355,961.65		
TXF to TIRZ	-	-		
Sales Tax TXF to WWU	760,000.00	760,000.00		
SPA & ECO D TXF	218,880.00	218,880.00		
TXF to DSRP	275,884.04	275,884.04		
TXF to Capital Improvement Fund	300,000.00	300,000.00		
TXF to Vehicle Replacement Fund	70,326.00	70,326.00		
TXF to WWU				
TXF to Founders Day				
TXF to Farmers Market	15,249.56	15,249.56		
Total	11,791,542.99	11,845,901.99		

PARKS - GENERAL FUND**Revenue**

Sponsorships and Donations	2,000.00	2,000.00		
City Sponsored Events	3,000.00	3,000.00		
Programs and Events	8,000.00	8,000.00		
Community Service Permit Fees	1,800.00	1,800.00		
Aquatics Program Income	29,400.00	29,400.00		
Pool and Pavilion Rental	16,950.00	16,950.00		
Park Rental Fees	5,950.00	5,950.00		
Reimbursement of Utility Costs	-	-		
TXF from HOT Fund	167,000.00	167,000.00		
TXF from Parkland Dedication	107,000.00	107,000.00		
TXF from Parkland Development				
TXF from Landscaping Fund	1,000.00	1,000.00		
TXF from Contingency Funds				
TXF from DSRP				
TXF from CLFRF	160,570.49	160,570.49		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Total Revenue	502,670.49	502,670.49		
Expense				
Other	11,500.00	11,500.00		
Park Consultants	10,000.00	10,000.00		
Dues Fees and Subscriptions	1,464.50	1,464.50		
Advertising & Marketing	11,250.00	11,250.00		
DS Ranch House Furniture & Equipment	-	-		
Total Other	34,214.50	34,214.50		
Public Improvements				
All Parks	6,500.00	6,500.00		
Triangle Improvement	17,000.00	17,000.00		
Rathgeber Improvements	110,000.00	110,000.00		
Founders Park	187,048.36	187,048.36		
Founders Pool	1,500.00	1,500.00		
Skate Park	75,000.00	75,000.00		
S & R Park	150,000.00	150,000.00		
Charro Ranch Park	1,000.00	1,000.00		
DS Ranch Park				
Total Improvements	548,048.36	548,048.36		
Utilities				
Portable Toilets	7,250.00	7,250.00		
Triangle Electric	500.00	500.00		
Triangle Water	1,000.00	1,000.00		
S&R Park Water	13,000.00	13,000.00		
SRP Electric	2,500.00	2,500.00		
FMP Pool/ Pavilion Water	6,000.00	6,000.00		
FMP Pool//Electricity	7,250.00	7,250.00		
Pool Phone/Network	1,650.00	1,650.00		
FMP Pool Propane	20,000.00	20,000.00		
DS Ranch Park Electricity	-	-		
DS Ranch Park Phone/Network	-	-		
DS Ranch Park Septic	-	-		
Total Utilities	59,150.00	59,150.00		
Maintenance				
General Maintenance (All Parks)	1,000.00	1,000.00		
Trail Washout repairs	-	-		
Equipment Rental	1,000.00	1,000.00		
Founders Pool	16,000.00	16,000.00		
Founders Park	50,740.00	50,740.00		
Skate Park Maintenance	500.00	500.00		
S&R	31,420.00	31,420.00		
Charro Ranch Park	7,250.00	7,250.00		
Triangle/ Veteran's Memorial Park	700.00	700.00		
DSRP	-	-		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Rathgeber Maintenance	900.00	900.00		
Total Maintenance	109,510.00	109,510.00		
Supplies				
General Parks	8,550.00	8,550.00		
Charro Ranch Supplies	1,500.00	1,500.00		
Founders Park Supplies				
Founders Pool Supplies	24,705.00	29,764.34		
Program and Events	20,050.00	20,050.00		
DSRP & Ranch House Supplies				
S&R Supplies	400.00	400.00		
Total Supplies	55,205.00	60,264.34		
Program Staff				
Camp Staff	-	-		
Program Event Staff	13,400.00	13,400.00		
Aquatics Staff	77,043.15	77,043.15		
Total Staff Expense	90,443.15	90,443.15		
Total Parks Expenditures	896,571.01	901,630.35		
FOUNDERS DAY - GENERAL FUND				
Balance Fwd.	33,588.01	33,588.01		
Revenue				
Craft booths/Business Booths	6,250.00	6,250.00		
Food booths	1,100.00	1,100.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	10,000.00	10,000.00		
Parade	3,750.00	3,750.00		
Sponsorship	82,500.00	82,500.00		
Parking concession	1,700.00	1,700.00		
Electric	3,000.00	3,000.00		
Misc.				
TXF from General Fund				
Total	146,488.01	146,488.01		
Expense				
Publicity	9,500.00	9,500.00		
Porta-Potties	12,000.00	12,000.00		
Security	32,500.00	32,500.00		
Health, Safety & Lighting	15,500.00	15,500.00		
Transportation	4,500.00	4,500.00		
Barricades/Traffic Plan	19,000.00	19,000.00		
Bands/Music/Sound	22,500.00	22,500.00		
Clean Up	5,500.00	5,500.00		
FD Event Supplies	5,000.00	5,000.00		
Sponsorship	6,000.00	6,000.00		
Parade	650.00	650.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Tent, Tables & Chairs	4,000.00	4,000.00		
Electricity	1,800.00	1,800.00		
FD Electrical Setup	4,600.00	4,600.00		
Contingencies	3,438.01	3,438.01		
Total expenses	146,488.01	146,488.01		
Balance Fwd.	-	-		

CONSOLIDATED GENERAL FUND

Revenue				
City	13,987,117.23	13,987,117.23		
Parks	502,670.49	502,670.49		
Founders	146,488.01	146,488.01		
Total	14,636,275.73	14,636,275.73		
Expense				
City	11,791,542.99	11,845,901.99		
Parks	896,571.01	901,630.35		
Founders	146,488.01	146,488.01		
Total Expense	12,834,602.01	12,894,020.35		
Balance Fwd.	1,801,673.72	1,742,255.38		

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	49,380.56	49,380.56		
Revenue				
FM Sponsor	5,000.00	5,000.00		
Grant Income	1,000.00	1,000.00		
Booth Space	54,600.00	54,600.00		
Applications	750.00	750.00		
Membership Fee	2,600.00	2,600.00		
Interest Income	200.00	200.00		
Market Event/Merch.	1,000.00	1,000.00		
Transfer from General Fund	15,300.59	15,300.59		
Total	129,831.15	129,831.15		
Expense				
Advertising	3,000.00	3,000.00		
Market Manager	52,679.65	52,679.65		
Market Specialist				
Payroll Tax Expense	4,281.99	4,281.99		
DSFM Benefits	8,125.04	8,125.04		
Retirement	3,173.95	3,173.95		
Entertainment& Activities	3,000.00	3,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Market Event	500.00	500.00		
Training	200.00	200.00		
Office Expense	300.00	300.00		
Supplies Expense	4,000.00	4,000.00		
Network & Phone	252.00	252.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Other Expense	2,600.00	2,600.00		
Capital Fund	-	-		
Contingency Fund	500.00	500.00		
Transfer to Reserve Fund	35,000.00	35,000.00		
Total Expense	117,812.63	117,812.63		
Balance Forward	12,018.52	12,018.52		
PARKLAND DEDICATION FUND				
Balance Forward	155,253.81	155,253.81		
Revenue				
Parkland Fees	-	-		
Total Revenue	155,253.81	155,253.81		
Expense				
Park Improvements	107,000.00	107,000.00		
TXF to AG Facility				
Master Naturalists				
Total Expenses	107,000.00	107,000.00		
Balance Forward	48,253.81	48,253.81		
PARKLAND DEVELOPMENT FUND				
Balance Forward	-	-		
Revenue				
Parkland Development Fees				
Total Revenue	-	-		
Expense				
Transfer to Parks				
Total Expenses	-	-		
Balance Forward	-	-		
AG FACILITY FUND				
Balance Fwd.	-	-		
Revenue				
Ag Facility Fees	47,495.00	47,495.00		
Total Revenues	47,495.00	47,495.00		
Expense				
TXF to DSRP	47,495.00	47,495.00		
Total Expense	47,495.00	47,495.00		
Balance Fwd.	-	-		
LANDSCAPING FUND				
Balance Fwd.	468,342.55	468,342.55		
Revenue				
Tree Replacement Fees				
Total Revenues	468,342.55	468,342.55		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Expense				
Sports and Rec Park	-	-		
DSRP				
FMP	-	-		
Charro	1,000.00	1,000.00		
Historic Districts	25,000.00	25,000.00		
Professional Services	-	-		
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		
Total Expense	28,300.00	28,300.00		
Balance Fwd.	440,042.55	440,042.55		
SIDEWALK FUND				
Balance Fwd.	102,536.00	-		
Revenue				
Fees	-	-		
Total Revenues	102,536.00	-		
Expense				
Expense	-	-		
Total Expense	-	-		
Balance Fwd.	102,536.00	102,536.00		
DRIPPING SPRINGS RANCH PARK OPERATING FUND				
Balance Forward	151,285.98	151,285.98		
Revenue				
Stall Rentals	37,200.00	37,200.00	43,000.00	5,800.00
RV/Camping Site Rentals	19,000.00	19,000.00	24,000.00	5,000.00
Facility Rentals	113,500.00	113,500.00		
Equipment Rental	6,000.00	6,000.00	12,420.00	6,420.00
Sponsorships & Donations	52,275.00	52,275.00		
Merchandise Sales	21,065.20	21,065.20		
Riding Permits	9,500.00	9,500.00		
Staff & Misc. Fees	4,000.00	4,000.00		
Cleaning Fees	25,000.00	25,000.00		
General Program and Events:				
- Riding Series	82,000.00	82,000.00		
- Coyote Camp	137,100.00	137,100.00		
- Misc. Events	2,000.00	2,000.00		
- Programing	15,100.00	15,100.00		
- Concert Series				
Other Income	500.00	500.00		
Interest	600.00	600.00		
TXF from Ag Facility	47,495.00	47,495.00		
TXF from HOT	395,000.00	455,000.00		
TXF for RV/ Parking Lot HOT				

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
TXF from General Fund				
TXF from Landscape Fund				
TXF from PEG Fund	-	90,000.00		
TXF from General Fund CLFRF	275,884.04	275,884.04		
Total Revenue	1,394,505.22	1,544,505.22	79,420.00	17,220.00
Expense				
Advertising	17,750.00	17,750.00		
Office Supplies	10,000.00	10,000.00		
Postage	-	-		
DSRP On Call	10,400.00	10,400.00		
Camp Staff	108,246.48	108,246.48		
Network and Communications	11,316.40	11,316.40		
Co-Sponsored Events	7,900.00	7,900.00		
Sponsorship Expenses	2,100.00	2,100.00		
Supplies and Materials	25,500.00	25,500.00		
Ranch House Supplies	1,000.00	1,000.00		
Dues, Fees and Subscriptions	5,127.50	5,127.50		
Mileage	500.00	500.00		
Equipment	267,250.00	267,250.00		
House Equipment				
Equipment Rental	2,000.00	2,000.00		
Equipment Maintenance	25,000.00	25,000.00		
Portable Toilets	2,500.00	2,500.00		
Electric	60,000.00	60,000.00		
Water	7,000.00	7,000.00		
Septic	750.00	750.00		
Lift Station Maintenance	12,000.00	12,000.00		
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	501.60	501.60		
Alarm	6,660.00	6,660.00		
Stall Cleaning & Repair	4,000.00	4,000.00		
Training and Education	9,500.00	9,500.00		
General Program and Events:				
- Riding Series	32,000.00	32,000.00		
- Coyote Camp	16,000.00	16,000.00		
- Misc. Events	700.00	700.00	61,732.60	61,032.60
- Programing	8,000.00	8,000.00		
- Concert Series				
Other Expense	20,000.00	20,000.00		
Improvements	345,000.00	385,000.00		
Tree Planting				
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	-	-		
Fleet Maintenance	5,500.00	5,500.00		
General Maintenance and Repair	184,800.00	294,800.00		
Grounds and General Maintenance	21,690.00	21,690.00		
House Maintenance	10,000.00	10,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
HCLE	13,200.00	13,200.00		
Merchandise	10,500.00	10,500.00		
RV/Parking Lot				
TXF to Vehicle Replacement Fund	29,595.00	29,595.00		
Total Expenses	1,346,486.98	1,496,486.98	61,732.60	61,032.60
Total Bal Fwd.	48,018.24	48,018.24	4,205.64	(43,812.60)
HOTEL OCCUPANCY TAX FUND				
Balance Fwd.	439,566.31	483,467.36		
Revenues				
Hotel Occupancy Tax	700,000.00	900,000.00		
Interest	240.00	10,000.00		
Total	1,139,806.31	1,393,467.36	-	0.00
Expenses				
Advertising	2,100.00	2,100.00		
Christmas Lighting Displays	45,000.00	45,000.00		
City Sponsored Events				
Historic Districts Marketing	2,800.00	2,800.00		
Signage	44,560.00	44,560.00		
Arts	20,000.00	20,000.00		
Lighting	150,000.00	150,000.00		
Dues and Fees	8,000.00	8,000.00		
TXF to Debt Service	91,600.00	91,600.00		
RV/ Parking Lot				
TXF to General Fund	2,404.33	2,404.33		
TXF to Event Center	395,000.00	455,000.00		
Grants	291,198.00	291,198.00		
Total expenses	1,052,662.33	1,112,662.33	-	0.00
Balance Fwd.	87,143.98	280,805.03	280,805.03	0.00
UTILITY FUND				
Balance Fwd.	6,493,485.28	6,993,485.28		
Wastewater				
Revenue				
TXF from TWDB	4,420,000.00	4,420,000.00		
Wastewater Service	1,285,365.12	1,285,365.12		
Late Fees/Rtn check fees	9,600.00	9,600.00		
Portion of Sales Tax	760,000.00	760,000.00		
Delayed Connection Fees	5,000.00	5,000.00		
Line Extensions				
Solid Waste				
PEC				
ROW Fees				
Cable				
TX Gas Franchise Fees				

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Transfer fees	9,000.00	9,000.00		
Overuse fees	150,000.00	150,000.00		
Reuse Fees				
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest				
Other Income	35,000.00	35,000.00		
Water Income				
Developer Reimbursed Costs	2,175,000.00	2,175,000.00		
TXF from General Fund				
Total Revenues	8,908,965.12	8,908,965.12		0.00
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense				
- Legal Fees				
- Auditing				
- Regulatory Expense	4,250.00	4,250.00		
- Planning and Permitting	7,500.00	7,500.00		
- Software				
- IT Equipment & Support				
Engineering:				
- Engineering & Surveying				
- Construction Phase Services HR TEFS 1873-001	35,000.00	35,000.00		
- Misc. Planning/Consulting 1431-001	20,000.00	20,000.00		
- 2nd Amendment CIP 1881-001	30,000.00	30,000.00		
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		
- Water Planning 1982-001	15,000.00	15,000.00		
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		
- Parallel West Interceptor Design& Cost				
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00		
- HR Treated Effluent Fill Station 1873-001				
- TLAP Renewal application 1732-001	50,000.00	50,000.00		
- Arrowhead PR & Const. Phase Services - 1967-001	10,000.00	10,000.00		
- Heritage PID PR & Cons. Phase Services - 1734-001	75,000.00	75,000.00		
- Double L Planning & Const. Phase Services - 1743-001	50,000.00	50,000.00		
- Cannon Tract - 1842-001	40,000.00	40,000.00		
- Driftwood 522 PR & Const. Phase Services - 1900-001	60,000.00	60,000.00		
- Big Sky PR & Const Phase Services - 1913-001	60,000.00	60,000.00		
- Driftwood Creek PR & Const Phase Services - 1917-001	45,000.00	45,000.00		
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	5,000.00		
- Cynosure-Wild Ridge - 2009-001	20,000.00	20,000.00		
- TLAP Renewal application				
Dues, Fees and Subscriptions	-	-		
TXF to Water Fund	-	-		
TXF to Vehicle Replacement Fund				
System Operations and Maintenance:				
- Routine Operations	73,600.00	73,600.00		
- Non-Routine Operations	78,000.00	78,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
- System Maintenance & Repair	24,000.00	24,000.00		
- Chlorinator Maintenance	3,000.00	3,000.00		
- Chlorinator Alarm	1,000.00	1,000.00		
- Odor Control	20,000.00	20,000.00		
- Meter Calibrations	2,100.00	2,100.00		
- Lift Station Cleaning	21,000.00	21,000.00		
- Jet Cleaning Collection lines	22,800.00	22,800.00		
- Drip Field Lawn Maintenance	10,000.00	10,000.00		
- Drip Field Maint & Repairs	20,000.00	20,000.00		
- Drip Field Meter Box Replacement	5,000.00	5,000.00		
- Lift Station repairs	21,000.00	21,000.00		
- Autodialer Replacement	17,500.00	17,500.00		
- Lift Station Preventative Maintenance	7,000.00	7,000.00		
- WWTP Repairs/Pump Repairs	45,000.00	45,000.00		
- Chemicals	12,000.00	12,000.00		
- Electricity	80,000.00	80,000.00		
- Laboratory Testing	25,000.00	25,000.00		
- Sludge Hauling	130,000.00	130,000.00		
- Phone/Network	9,000.00	9,000.00		
- Supplies	20,000.00	20,000.00		
- Equipment				
- Equipment Maintenance				
- Fleet Acquisition				
- Fleet Maintenance				
- Fuel				
- Wastewater Flow Measurement	9,000.00	9,000.00		
- Backwash Flow Meter & Check valve	22,000.00	22,000.00		
- Arrowhead Plant Operations	148,225.00	148,225.00		
- Big Sky Plant Operations	69,948.00	69,948.00		
Other Expense	52,000.00	52,000.00		
Uniforms				
Training				
Dispatch				
Salaries				
Taxes				
Benefits				
Retirement				
On Call				
Capital Projects:				
- Road Reconstruction				
- HRTreated Effluent Fill Station	200,000.00	200,000.00		
- Parallel West Interceptor	-	-		
- Arrowhead Drain Field	1,800,000.00	1,800,000.00		
Other:				
- Reimbursement to Caliterra Oversize of West Intercepto	-	652,733.00		
TWDB Engineering:				
- West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00	250,000.00		
- East Interceptor 1951-001	400,000.00	400,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
- Effluent HP 1952-001	200,000.00	200,000.00		
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		
- WWTP Design Assistance				
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		
Miscellaneous:				
- Consultants and Legal	175,000.00	175,000.00		
TWDB Capital Projects:				
- West Interceptor, So Collector and LS and FM	3,500,000.00	3,500,000.00		
- East Interceptor	25,000.00	25,000.00		
- Effluent Holding Pond	1,500,000.00	1,500,000.00		
- WWTP	25,000.00	25,000.00		
Transfer to General Fund	4,066.66	4,066.66		
Transfer to Vehicle Replacement Fund	29,911.00	29,911.00		
Total Expense	9,738,900.66	10,391,633.66		0.00

WATER				
Revenue				
Fees:				
- Tap Fees				
- Impact Fees				
- Meter Set Fees				
- Disconnect Fees				
Rates:				
- Base Rate	7,800.00	7,800.00		
- Usage	150,000.00	150,000.00		
- Penalties				
TXF from Wastewater Fund	-	-		
Total Revenue	157,800.00	157,800.00		

Expense				
Administrative and General Expense:				
- Regulatory Expense	-	-		
- Planning and Permitting	-	-		
System Operations and Maintenance:				
- Routine Operations	25,000.00	25,000.00		
- Non Routine Operations	20,000.00	20,000.00		
- System Maintenance & Repair	20,000.00	20,000.00		
- Laboratory Testing	25,000.00	25,000.00		
- Supplies	50,000.00	50,000.00		
Operating and Maintenance	-	-		
Total Expense	140,000.00	140,000.00		

OPERATIONS				
Revenues				
PEC	130,000.00	130,000.00		
ROW Fees	6,000.00	6,000.00		
Cable	130,000.00	130,000.00		
TX Gas Franchise Fees	3,000.00	3,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Interest				
TXF from General Fund	50,000.00	50,000.00		
Total Revenue	319,000.00	319,000.00		
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	66,000.00	66,000.00		
- Legal Fees	250,000.00	250,000.00		
- Auditing	10,000.00	10,000.00		
- Software	37,267.00	37,267.00		
- IT Equipment & Support	5,640.00	5,640.00		
Systems Operations and Maintenance:				
- Phone/Network				
- Equipment	50,000.00	50,000.00		
- Equipment Maintenance	10,000.00	10,000.00		
- Fleet Acquisition	45,000.00	45,000.00		
- Fleet Maintenance	10,000.00	10,000.00		
- Fuel	15,000.00	15,000.00		
Other Expense				
Uniforms	5,000.00	5,000.00		
Training	9,254.00	9,254.00		
Dispatch	3,000.00	3,000.00		
Salaries	398,740.00	398,740.00		
Taxes	33,063.21	33,063.21		
Benefits	56,988.71	56,988.71		
Retirement	24,650.69	24,650.69		
On Call	10,400.00	10,400.00		
Total Expense	1,040,003.61	1,040,003.61		
CONSOLIDATED UTILITY FUND				
Revenue				
Balance Foreward	6,493,485.28	6,993,485.28		
Wastewater	8,908,965.12	8,908,965.12		
Water	157,800.00	157,800.00		
Operations	319,000.00	319,000.00		
Total	15,879,250.40	16,379,250.40		0.00
Expense				
Wastewater	9,738,900.66	10,391,633.66		
Water	140,000.00	140,000.00		
Operations	1,040,003.61	1,040,003.61		
Total Expense	10,918,904.27	11,571,637.27		0.00
Balance Fwd.	4,960,346.13	4,807,613.13		
TWDB FUND				
Balance Forward	208.34	208.34		
Revenues	4,420,000.00	4,420,000.00		
Interest				
Total revenue	4,420,208.34	4,420,208.34		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Expenses				
Escrow Fees				
Expenses	4,420,000.00	4,420,000.00		
Total Expenses	4,420,000.00	4,420,000.00		
Balance Forward	208.34	208.34		
IMPACT FUND				
Bal Fwd.	4,390,183.94	4,390,183.94		
Revenue				
Impact Fees	1,670,000.00	1,670,000.00		
Impact Fee Deposits				
Interest Income	30,000.00	30,000.00		
Total	6,090,183.94	6,090,183.94		
Expense				
TXF to Debt Service 2015	698,498.56	698,498.56		
TXF to Debt Service 2019	1,013,533.00	1,013,533.00		
TXF to Debt Service 2022	2,431,563.06	2,431,563.06		
Total expense	4,143,594.62	4,143,594.62		
Total Bal Fwd.	1,946,589.32	1,946,589.32		
DEBT SERVICE FUND 2015				
Bal Fwd.	850,073.10	850,073.10		
Revenue				
TXF from Impact Fund	698,498.56	698,498.56		
Interest	8,000.00	8,000.00		
Total Revenue	1,556,571.66	1,556,571.66		
Expenses				
Debt Payment 2015	711,231.76	711,231.76		
Total Expense	711,231.76	711,231.76		
Balance Fwd.	845,339.90	845,339.90		
DEBT SERVICE FUND 2013				
Bal Fwd.	99,085.00	99,085.00		
Revenue				
TXF from HOT	91,600.00	91,600.00		
Interest	1,200.00	1,200.00		
Total	191,885.00	191,885.00		
Expense				
Tax Series 2013	89,505.00	89,505.00		
Total Expenses	89,505.00	89,505.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Balance Fwd.	102,380.00	102,380.00		
DEBT SERVICE FUND 2019				
Bal Fwd.	1,015,695.96	1,015,695.96		
Revenue				
TXF from Impact Fees	1,013,533.00	1,013,533.00		
Interest	12,000.00	12,000.00		
Total	2,041,228.96	2,041,228.96		
Expense				
Tax Series 2019	983,553.00	983,553.00		
Total Expenses	983,553.00	983,553.00		
Balance Fwd.	1,057,675.96	1,057,675.96		
DEBT SERVICE FUND 2022				
Bal Fwd.	-	-		
Revenue				
TXF from Impact Fees	2,431,563.06	2,431,563.06		
Interest	-	-		
Total	2,431,563.06	2,431,563.06		
Expense				
Tax Series 2022	1,215,163.06	1,215,163.06		
Total Expenses	1,215,163.06	1,215,163.06		
Balance Fwd.	1,216,400.00	1,216,400.00		
PEG FUND				
Balance Fwd.	174,408.18	175,739.55		
Revenues				
TWC	27,000.00	27,000.00		
Interest Income	1,700.00	2,000.00		
Total Revenues	203,108.18	204,739.55		0.00
Expense				
TXF to Event Center	-	90,000.00		
Balance Fwd.	203,108.18	204,739.55		0.00
RESERVE FUND				
Balance Fwd.	1,845,374.05	1,845,374.05		
Revenue				
TXF from General Fund	300,000.00	300,000.00		
Interest	18,000.00	18,000.00		
Total	2,163,374.05	2,163,374.05		
Expense				
Expense				

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
Total Expense	-	-		
Balance Fwd.	2,163,374.05	2,163,374.05		
TIRZ 1				
Balance Forward	195,162.56	354,256.51		
Revenues				
City AV	115,297.54	115,297.54		
County AV	215,354.00	215,354.00		
City for GAP Escrow	-	-		
Interest Income	3,000.00	7,800.00		
EPS Reimbursements				
Total Revenue	528,814.10	692,708.05		
Expense				
TIRZ Expense				
Project Management/Misc. Costs	32,000.00	15,750.00		
Project Administration P3 Works	16,000.00	8,000.00		
Legal Fees	12,000.00	-		
EPS				
MAS	30,000.00	22,500.00		
HDR	478,000.00	358,500.00		
TJKM - Grant Writing	-	-		
Buie - PR	-	-		
Misc. Consulting	5,000.00	5,000.00		
Creation Cost Reimbursements				
TXF to GAP Escrow	-	-		
Stakeholder Reimbursement	-	284,573.95		
Total Expense	573,000.00	694,323.95		
Balance Forward	(44,185.90)	(1,615.90)		
TIRZ 2				
Balance Forward	653,378.27	653,378.27		
Revenue				
Interest Income	2,000.00	2,000.00		
City AV	240,664.11	240,664.11		
County AV	437,211.00	437,211.00		
Total Revenue	1,333,253.38	1,333,253.38		
Expense				
Project Management/Misc. Costs		15,750.00		
Project Administration P3 Works		8,000.00		
MAS		7,500.00		
HDR		119,500.00		
Creation Cost Reimbursements				
Stakeholder Reimbursement		82,235.05		
Total Expense	-	82,235.05		
Balance Forward	1,333,253.38	1,251,018.33		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #5	Change
VEHICLE REPLACEMENT FUND				
Revenue				
Balance Forward	31,193.00	31,193.00		
TXF from General Fund	70,326.00	70,326.00		
TXF from DSRP	29,595.00	29,595.00		
TXF from WWU	29,911.00	29,911.00		
Total Revenue	161,025.00	161,025.00		
Expense				
Vehicle Replacement				
Total Expense	-	-		
Balance Forward	161,025.00	161,025.00		



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: August 15, 2023

Agenda Item Wording: **Discuss and consider approval of a contract with IRE CROWN RINKS, LLC to host an ice rink at Dripping Springs Ranch Park from December 7-January 7 with days prior and post for setup and breakdown.**

Agenda Item Requestor: Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: Dripping Springs Ranch Park would like to host a new community event, Western Wonderland, which would include an ice rink during the holiday season. The rink would be located in the livestock arena within the expansion. It will be open from December 7, 2023-January 7, 2023. This would be the inaugural year with plans to grow the holiday event each year. Ice Rink Events hosts ice rinks all over the country. This will bring guests to Ranch Park from all over the Central Texas area. We would host several special events during the timeframe of the event. We would also be seeking Rink Sponsors to help offset the costs of the rink. We believe this event will grow each year and become an income producer for Ranch Park, and a holiday tradition for our guests.

We conducted an RFP for ice rink proposals. IRE Crown Events, LLC was selected as our ice rink provider through this process. This contract is for the ice rink.

Board

Recommendations:

Recommended Council Actions: Staff recommends approval of the contract.

Attachments: Ire Crown Events, LLC Contract

Next Steps/Schedule: Execute Contract

ICE RINK RENTAL AND SERVICES AGREEMENT

This Agreement, made and entered into this, the [REDACTED] day of [REDACTED], 2023 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **IRE Crown Rinks, LLC.**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Project Summary:** IRE Crown Rinks to provide for the turnkey installation of a holiday-season, temporary ice-skating rink facility to be staged in Dripping Springs, TX. Open to the public from December 7, 2023, through January 7, 2024. Contractor shall provide all necessary labor, material, and equipment to install, maintain, and uninstall the seasonal ice rink in at Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs Texas 78620.
- 2. Scope of Work:** Scope of Work includes all work in Attachment “A”.
- 3. Attachments:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein:
 - a. Attachment “A” IRE Crown Rinks Master Professional Service Agreement
- 4. Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed two hundred and three thousand, four hundred forty-two dollars and zero cents (\$203,442.00). A thirty percent (30%) deposit will be paid upon execution of this agreement. The remaining seventy percent (70%) will be paid after:
 - a. completion of the installation of the ice rink; and
 - b. the ice rink has been deemed fit for public use, and
 - c. upon submission of a properly completed and signed, original signature invoice.
- 5. Duration:** This Agreement shall be in effect for a period of one year (12 months), and renewed automatically, unless terminated as provided below or if all work associated with the Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
- 6. Termination:** Either party may terminate this Agreement by a sixty (60) day written notice.
- 7. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
- 8. Limitations:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the

conflict of interest cannot be resolved to either party's satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days' notice to the other party.

- 9. Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
- 10. Mandatory Disclosures: Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176), and the Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 11. Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. The Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.
- 12. INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.
- 13. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
- 14. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs
P.O. Box 384

For the Contractor:

Attention: Evan Cadwell, CEO
IRE Crown Rinks, LLC.
P.O. Box 133006

Dripping Springs, TX 78620

The Woodlands, TX 77393

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received five (5) days after deposit in U.S. mail.

- 15. Media and/ or Logo Use:** Any and all uses of the City's name and logo on websites, marketing materials and advertisements must be approved by the City through a separate written agreement.
- 16. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.
- 17. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 18. 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.
- 19. 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.
- 20. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 21. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 22. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 23. Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

IRE CROWN RINKS.

Michelle Fischer, City Administrator

Evan Cadwell, CEO

Date

Date

Attachment "A"

LETTER OF TRANSMITTAL

July 20, 2023

Dripping Springs, Texas

Bid Proposer:

Evan Cadwell, CEO / General Manager
IRE CROWN RINKS, LLC
P.O. Box 133006
The Woodlands, TX 77393
evan@icerinkevents.com
757-373-8204

We are pleased to present our Cover Letter – Letter of Transmittal, expressing our sincere interest in partnering with the City of Dripping Springs to bring an outdoor, Holiday ice rink to your venue. Ice Rink Events is proud to offer the following RFP Proposal Response.

Thank you for considering our proposal.

Should you have any questions, please reach out to me.

Sincerely,



Evan Cadwell
CEO / General Manager
IRE Crown Rinks, LLC

Job Requirements:

To provide for the turnkey installation of a holiday-season, temporary ice-skating rink facility to be staged in Dripping Springs, TX. Open to the public from December 7, 2023 thru January 7, 2024. Contractor shall provide all necessary labor, material, and equipment to install, maintain, and uninstall the seasonal ice rink in at Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs Texas 78620.

2.0 GENERAL CONTRACT REQUIREMENTS

IRE Crown Rinks / Ice Rink Events agrees and meets all necessary requirements

3.0 SCOPE OF WORK

PART A. EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:

1. Professional Project Manager Assigned to the Event
2. Pre-Event and On-Going Professional Support Services
3. 60'x120' Rink Piping Grid System (7,200-SF)
4. Air-Cooled Refrigeration System/Pumps/Hoses/Expansion Tank
5. Insulation and Vapor Barriers, As Required
6. Modular Railing System—White Poly Facing For Logo/Graphic Placement;
7. Ice Rink Maintenance Equipment; Mechanical Resurfacing Machine
8. Rental Ice Skates, Sharpened, Ready-To-Skate
9. Rubber Floor Covering for Skate Change Area (1000-square feet)
10. All Professional Supervision and General Labor for Set-Up and Strike
11. All Tools, Equipment, and Supplies for Set-Up/Strike
12. Covering Over Rink Header
13. Turf Carpet to Trim-Out/Finish Rink Perimeter/Edge
14. Refrigeration Technician On-Call 24-Hours During Entire Term
17. All Transportation and Freight Part

B. ICE TECHNICIAN SERVICES

1. Ice Technician Personnel (1-Ice Technician, may be a rotating schedule of different technicians), Onsite every operating day. On-call 24-7. To assist in ice maintenance for the ice rink.
2. Please provide a list of Personnel and their qualifications or the required qualifications for any Personnel including technicians and operators.

C. COMPLETION OF WORK:

The Contractor must complete the work by December 6, 2023. Equipment can be brought to the site the day the contractor starts work and can remain on the site as needed during the setup and installation of the ice rink. Equipment needed to be left onsite for the duration of the contract must be listed in the final contract, and only be left on site if pre-approved by the Dripping Springs Ranch Park Event Center Manager in writing.

CONTACT: The contractor shall provide City with contact information so that the City can contact the Vendor during working hours, or in case of emergency.

Rink Installation Window:

November 27 – December 6, 2023 Removal Window: January 8-16, 2024

IRE Crown Rinks / Ice Rink Events agrees and meets all necessary requirements

4.0 INSPECTION AND ACCEPTANCE

City will monitor the Contractor's activities and ensure the work is performed in accordance with the contract specifications. The City shall record, process and submit all pertinent information to the contract file for determination of termination of contract or for non-renewal.

5.0 PAYMENT

Contractor can be paid after completion of the installation of the ice rink and the ice rink has been deemed fit for public use, and upon submission of a properly completed and signed, original signature invoice. Contractor shall submit invoices to:

City of Dripping Springs

Attn: Emily Nelson, Dripping Springs Ranch Park Event Center Manager 511 Mercer St. /P.O. Box 384 Dripping Springs, Texas 78620

A properly prepared invoice shall consist of the Contractor's name, invoice #, address, date, and total cost. Incomplete or inaccurate invoices may result in delayed payment, as they shall be returned to the Contractor for correction and re-submittal.

IRE Crown Rinks / Ice Rink Events requests the followings payment schedule:

Payment Terms: _____

30% deposit due upon execution of the contract

70% due upon completion of the installation, prior to public use.

6.0 COST OF DEVELOPING SEALED BIDS

All costs related to the preparation of the sealed bids and any related activities are the sole responsibility of the Applicants. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

IRE Crown Rinks / Ice Rink Events agrees.

FINANCIAL TERMS:**PART A. EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:**

Total Cost: \$164,580.00

Part B. ICE TECHNICIAN SERVICES

Total Cost: \$38,862.00

Experience & Qualifications.

- **Company Information**

IRE Crown Rinks, LLC, is one of the corporate members of the national firm Ice Rink Events. The USA's largest designer, manufacturer, installer, and operator of seasonal, temporary, portable, and special-event ice skating and ice sports venues, with a 24-year proven track record, and hundreds of successful installations coast-to-coast over our history. During the 2022-2023 Season, we Installed 81 locations in the States.

Evan Cadwell is General Manager of Ice Rink Events, has been with the company for a decade, and is based in Virginia. Kevin Gift is our Chief Engineer, and has been with us for 23 years, and is based in Medina, Ohio. Bob Hanson is our Risk Manager and a Senior Project Manager. He has been with us for 11 years, and works from Massachusetts. Nick Corso is our Director of Operations And Design, has been with us for 9 years, and is based in Connecticut. Vanessa Granc is our Executive Administrator, has 21 years with us, and is based in Houston. Rosa Abarca-Garcia is our HR Manager, and is also based in Houston.

Key Team Members & Departments



Evan Cadwell
CEO / General Manager
VIRGINIA



Rosa Abarca-Garcia
HR Manager
TEXAS



Nick Corso
Director of Operations
CONNECTICUT



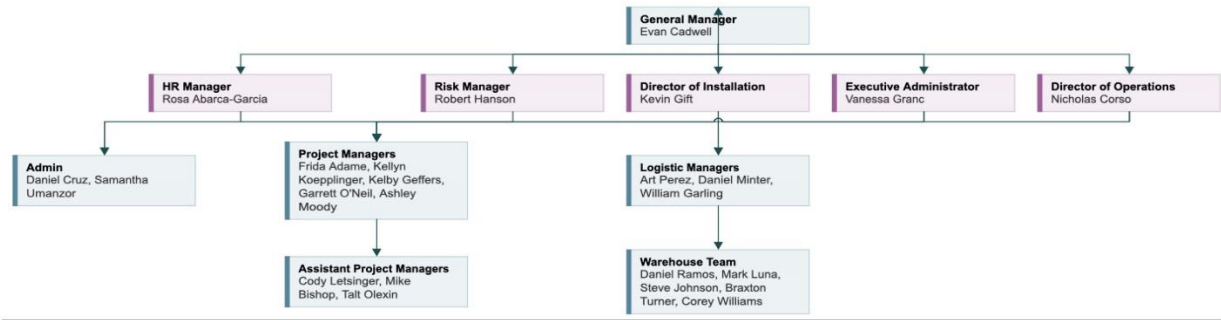
Robert Hanson
Risk Manager
MASSACHUSETTS



Kevin Gift
Chief Engineer
OHIO



Vanessa Granc
Executive Administrator
TEXAS



- **Comparable Clients:**

Ms. Irene Vagianos, Director of Brand Partnerships & Events

Bryant Park Corporation

New York, NY

(917) 371-5393

ivagianos@34bp.org

<Seasonal rink installation/technical operations; 15-years.>

<Very tricky installation, midtown Manhattan.>

Ms. Susanne Theis, Director of Events

Discovery Green Conservancy

Houston, TX

(713) 800-4704; (713) 400-7336

susanne@discoverygreen.com

<Turnkey seasonal ice rink; 16-years. Turnkey seasonal Roller Rink 5 years>

<Very tricky installation, within pond/concrete bottom.>

Bellevue Downtown Ice Rink

Bellevue, WA

Bellevue Downtown Association

Mike Ogliore, Vice President

(425) 453- 3110

mike@bellevuedowntown.com

<Turnkey seasonal rink 22-Seasons>

Ms. Aniela Respress

SVP of Property Operations

Atlanta, GA

(404) 310-8452

Aniela.Respress@naproperties.com

<Turnkey seasonal rink 6+ seasons>

Ms. Starr Cumming

Director-Specialty Leasing & Events

Hines

Atlanta, GA

mobile (404) 388-7878

office (470) 440-3399

starr.cumming@hines.com

<Turnkey seasonal rink 6+ seasons>

Mr. Brian Earley

Vice President
NPR Development – Patriot Place
Two Patriot Place
Foxborough, MA 02035
Office 508 203 2100
BrianE@patriot-place.com
<Turnkey season rink – 12+ seasons>

Fountain Square Management, LLC

Center City Development Corporation
Cincinnati Ohio
Annual Installation of Customer owned rink. <5+ seasons>
Contract Contact: Zachary Napier
znapier@3CDC.org
513-621-4400

Southlands Shopping Center

Aurora, CO
<8+ Seasons>
Joyce Rocha, Director of Marketing
jrocha@wilkow.com
(303) 627-5406

The Following is a partial list of other current projects, if you like to talk with any of them,
please email us for contact details.

Discovery Green, Houston, Texas
Color Burst Park, Columbia, Maryland
Skate the Station, Atlantic Station, Atlanta, GA
Rock Rink at Summerlin, Las Vegas, NV
Fairmont Princess Hotel, Scottsdale AZ
Peter Cooper Village, NY NY
U.S. White Water Center, Charlotte,
Avalon, Alpharetta, GA

CUSTOMER RESPONSIBILITIES:

1. **3-phase, 480-volt, 400-500-amp continuous power supply to the refrigeration;** Owner's electrician to connect Owner's side of service, on a timely basis; electricity consumption. Chiller placement within 150ft of the rink.
2. **A level site required for footprint of ice rink area;** if needed, created by installation of temporary sandbox by landscaping crew or stage decking.
3. Continuous water supply available immediately adjacent to the rink area.
4. Two double hotel rooms (approx. 22-room nights) in close proximity to the jobsite for Supplier's out-of-town professionals during the installation and removal phases, and any other time the Supplier is requested to be on the jobsite.
5. Use of an all-terrain forklift, with long-forks, during the installation and removal phases. Crane if required for chiller placement.
6. General security presence, 24-hours. Adjacent Convention Center complex security 24/7
7. Coordination of all permits and licenses as needed or required for the installation and operation of the equipment and venue; all communication with local authorities.
8. Kiosk or service counter for the ticket sale and skate rental operation.
9. Skate change deck area beside the rink, with any pedestrian access walkways into the rink area; ADA-ramps as may be required.
10. Benches for skate change area.
11. Sound/P.A. system for music entertainment and safety announcements.
12. General management of skate distribution function including supply and scheduling of rink personnel.
13. Ambient lighting for the ice rink's general area that is adequate and appropriate.
14. Sound/P.A. system for music entertainment and public announcements.
15. General housekeeping and groundskeeping of the ice rink venue/skate change area; trash receptacles and liners, with periodic trash disposal.
16. Any and all public equipment, barricades, and other requirements to conform to applicable local codes or to demands by applicable governmental authorities.
17. All signing and graphics, including operational signing and skater responsibility signage.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

IRE CROWN RINKS, LLC

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

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

N/A

Name of Officer

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

N/A

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

Yes

No

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

Yes

No

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

N/A

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

7 
Signature of vendor doing business with the governmental entity

7/20/23

Date



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

Submitted By: Lisa Sullivan, People & Communications Director

Council Meeting Date: August 15, 2023

Agenda Item Wording: **Discuss and consider approval of the installation of an Eclipse Display Veterans Memorial Park.** *Sponsor: Council Member Sherrie Parks.*

Agenda Item Requestor: Lisa Sullivan, People & Communications Director

Summary/Background: This is a follow-up to the Council presentation made at the City Council Meeting on July 18, 2023. Before approval, Council asked that we check with the veterans, the Farmers Market, and the Parks and Recreation Commission.

- We got approval from the VFW and American Legion Posts who lease a part of Veterans Memorial Park.
- We got approval from the Farmers Market.
- We got approval from the Parks and Recreation Commission.
- We met with the city engineer to ensure what we're doing will be done to safety standards.

We are hoping to get approval from the City Council based on the follow-up.

DETAILS FROM PREVIOUS MEETING:

On April 8, 2024, the City of Dripping Springs will be in the totality of a total solar eclipse. This has not occurred here since the 1800s. Millions of people are expected to travel throughout Texas to the areas of totality. We anticipate 2-3 times the population in our city during that time.

A critical part of this event is education and safety. We are doing what we can to plan and educate our residents, businesses, and visitors: we have launched a new website, drippingeclipse.com; we have an eclipse task force that meets once a month to plan; we are creating an Eclipse Ambassador Program to help spread the word; and more.

One of the things we would like to do is create a display at Veterans Memorial Park that not only will be a way to communicate to & remind residents that this event is coming (and to prepare), but it also has an

educational element with its design. The outside of the glasses will be the branding and eclipse date. The inside will have instructions on how to safely view an eclipse, what residents and businesses can expect on April 8, list our website to learn more, etc.

It will also be a focal point for tourism/visitors/residents — an Instagram place for visitors and residents to take pictures. It will be a benefit not just during the event, but all through the months leading up to it.

Please see the attached schematic. The structure will be created by the team at DSRP. They will work with Emergency Management, Building Officials and Public works to ensure it is designed and installed safely. Communications and marketing will create the graphic design, basing it off the branding of our eclipse items. We will use the company we use for car wraps and wall graphics to mount the graphics.

We would anticipate putting this up in the area circled on the map. We would be erecting this sometime in late August or September, in time for the partial annular eclipse in our area on October 14.

Because we are doing this in-house, the cost of this will be kept to the minimum, with costs just materials and graphic display. We also hope to have a sponsor to help us cover the costs. We hope to get \$5,000 as a sponsorship fee.

The picture below is a mock-up of what we're wanting to do. Exact dimensions to be determined, but estimating it to be 7' wide x 6' long.



**Commission
Recommendations:**

The Parks & Recreation Commission unanimously recommended approval.

**Recommended
Council Actions:**

Approve the installation of an Eclipse Display at Veterans Memorial Park.

Attachments:

Schematic and Map

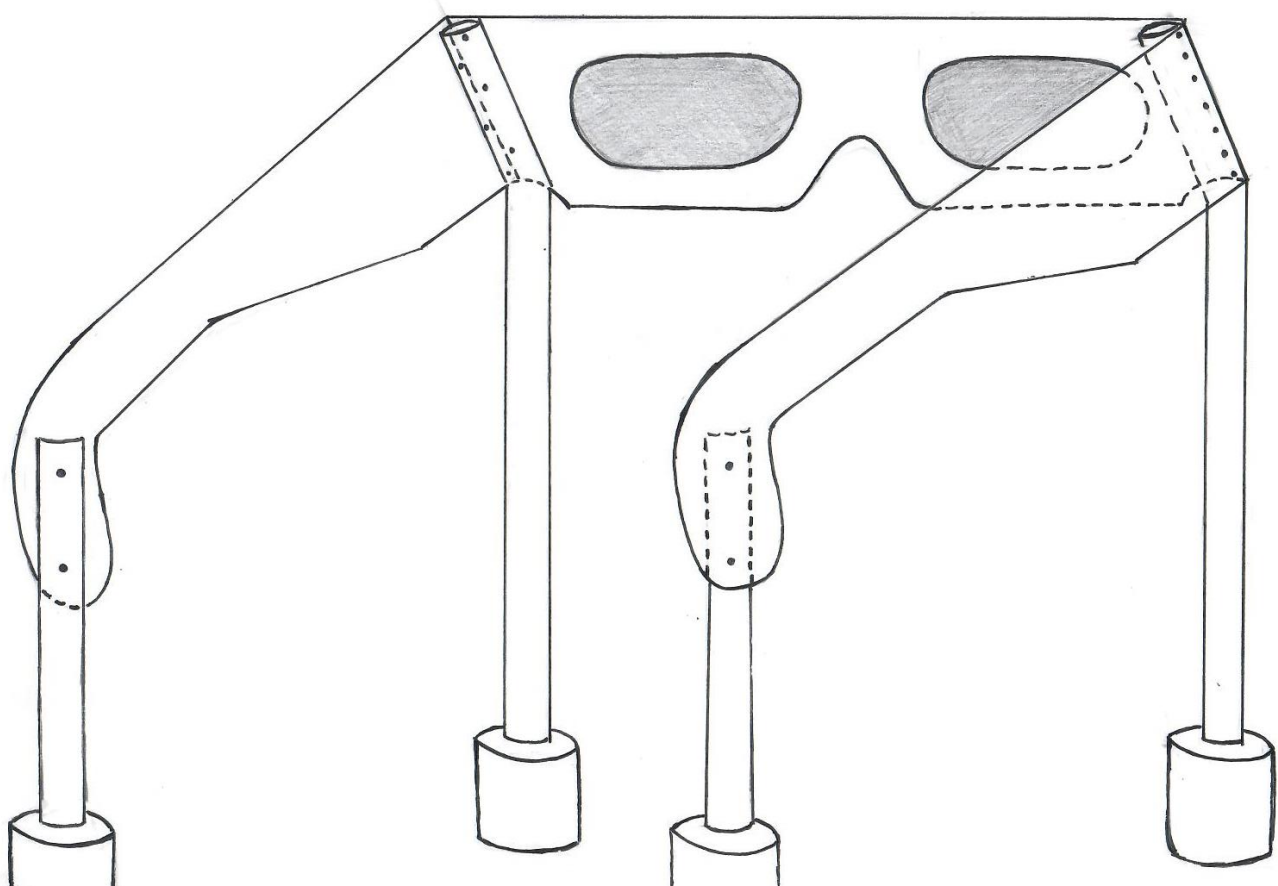
Next Steps/Schedule:

If Council approves, we will start building this immediately. This is the slow period for DSRP and the perfect time to start the project.



DRIPPING SPRINGS
Texas

CODS Eclipse Glasses Art Install Dimensions (estimated)	
Glasses Face	7.75 ft x 1.75 ft
Glasses Arms (x2)	6.25 ft (x2) x irregular shape
Installation Posts (x4)	3 ft (x2) 5 ft (x2)



CODS Eclipse Glasses Art Install Cut Sheet	
Wood	\$300.00
Plexiglass	\$100.00
Hardware	\$125.00
Pipe	\$275.00
Concrete	\$60.00
Paint	\$40.00
Graphic Installation - \$12/sqft @approx 80 sqft	\$960.00
Total	\$1,860



Installation here...

Work Order #	Title	WO Status
00663	Meter Reads Driftwood Golf & Ranch	Completed
00664	FMP Pool weedeating	Completed
00665	Spray Weeds and Weed Whack at Adult Softball Field	Completed
00666	Clean WWTP and weirs	Completed
00667	Remove Tree Limbs	Completed
00668	Mow Caliterra Lift Station	Completed
00669	Clean Trucks	Completed
00670	Weeds. Swrf	Completed
00671	Mercer weeds	Completed
00672	City hall bulbs	Completed
00673	Electrical panel city hall	Completed
00674	Landscaping - VMP	Completed
00675	SRP. Mulch piles	Completed
00676	Clean Office and Restroom	Completed
00677	SRP trash	Completed
00678	hang whiteboard on wall behind door	Completed
00679	Landscaping - Stephenson Building	Completed
00680	Landscaping - City Hall	Completed
00681	Mount Server Rack with plywood backing to East off	Completed
00682	Pressure washer at the Regional Treatment Facility	Completed
00683	Pool lifeguard umbrella	Completed
00684	Founders, water leak repair cover	Completed
00685	Founders pool	Completed
00686	Ex mark lawnmower	Completed
00687	Spray Boxes at Arrowhead	Completed
00688	Set Meter 850 Thurman Roberts	Void
00689	Landscaping - Rob Shelton medians	Completed
00690	Exercise Transfer Switches	Completed
00691	Broken Door Handle - Front Office @ Pool	Completed
00692	DSRP has a severe pest issue.	In Progress
00694	AD001 Registration	Completed
00695	FMP Trail landscaping Maint.	Completed
00696	Kubota mower cods	Completed
00697	Landscaping - Roger Hanks	Completed
00698	Pool , breaker trips	Completed
00699	The spigot at the outdoor arena is leaking, looks	Completed
00700	Sportsplex Message board set up	In Progress
00701	Message board set up - Burn ban	Completed
00702	Please relocate Server Rack to adjacent closet and	Completed
00703	A/C in the lifeguard office is not blowing cool ai	Completed
00704	Wasp SRP	Completed
00705	Zone 5 Arrowhead Drip Field Repair	Completed
00706	Supervise LS Cleaning 6,7,AH,SRWTF	Completed

00707	Grease Pumps, Filter and Mini Skid Steer at SRWTF	Completed
00708	City hall	Completed
00709	City hall light bulbs	Completed
00710	Headlight md 003	Completed
00711	Move and Anchor Pole by Field	Completed
00712	WW-Kubota-Mower-72_1 PM's	New Work Order
00713	PW-Bobcat-MT85 100hr PM's	Completed
00714	MD006 brakes squealing	Completed
00715	Drip Field Weeds, Trash and Branches	Void
00716	Drip Field House Keeping	Completed
00717	Replace Bulbs in Barn @WWTP	Completed
00718	Ranch House Chlorine Tablets	Completed
00719	Weeds waste water	Completed
00720	Speedy bleachers	Completed
00721	Weedeat around Pool Fence	Completed
00722	Install Emergency Shut Off sign. Sign needs to be	Completed
00723	AD001 - Rotate Tires	Completed
00724	TEST PM SCHEDULE	Void
00725	MD002-7500-Oil Change and Filter	On Hold
00726	PW004 - Oil Change	Completed
00727	Please fix the volleyball net at the sand court.	Completed
00728	Spray and remove weeds and stickers around the san	Completed
00729	Weed eat yellow bell st.	Completed
00730	Drip Field Weeds, Trash and Branches	Void
00731	Sanding and repainting the display units	In Progress
00732	Can you replace the filters here? Not sure of size	Completed
00733	PW004-20000-Replace Cabin Air Filter	Completed
00734	AC drain leaking again in hallway; different locat	Completed
00735	Grease Blowers and Non Pot Pumps at AH Ranch	Completed
00736	Carcass	Completed
00737	Center the shut off switch sign that was installed	Completed
00738	There is a sprinkler box with a big hole in the to	Completed
00739	SRP glass in parking lot	Completed
00740	Install Reflective Tape on structure at SRWTF	Completed
00741	Clean Drip Skid filters at Arrowhead Ranch	Completed
00742	Broken branch VMP	Completed
00743	Repair 3" return line in field 32 at SRWTF	Completed
00744	WW Ferris 3200Z-50hr PM	New Work Order
00745	WW Ferris 3200Z-100hr PM	New Work Order
00746	WW Kubota Mower 72_1-F100hr PM	New Work Order
00747	WW Kubota Mower 72_1-50hr PM	New Work Order
00748	WW Kubota Mower 72_1-100hr PM	New Work Order
00749	WW Kubota Mower 72_1-150hr PM	New Work Order
00750	WW Kubota Mower 72_1-200hr PM	New Work Order
00751	PW Bobcat S450-10hr PM	Completed
00752	PW Bobcat S450-50hr PM	Completed
00753	PW Bobcat S450-100hr PM	Completed

00754	Clean VFD panel s and filters at SRWTF	Completed
00755	Sheetrock	Completed
00756	City hall Sheetrock	Completed
00757	TEST PM MD004	Void
00758	Pump Room door handle broken - It appears to be lo	Completed
00759	Auto Dialer Inputs	New Work Order
00760	Landscaping - Rob Shelton Medians	Completed
00761	MD 002. DEF	Completed
00762	VMP electric box	Completed
00763	PW004-Oil Change	New Work Order
00764	Vac Lift Stations and Plant	Completed
00765	VMP - Farmers Market Banner	Completed

Maintenance and Facilities Work Order Report
July-23

Priority	Origin	Source Asset	Source User
Critical - ASAP	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
High - 1-3 days	Non-PM		Cameron Queen
High - 1-3 days	Non-PM		Cameron Queen
High - 1-3 days	Non-PM		Cameron Queen
Medium - 3-7 days	Non-PM	PW001 - 2019 Ford F-150 - 9837	Anthony Pennell
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Cameron Queen
Medium - 3-7 days	Non-PM		Manny Espinosa
Low - 7-15 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	WW-Kohler Prsr Wshr-9564	Sonny Garza
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	PW-Exmark LzrZ-2840	Sonny Garza
Medium - 3-7 days	Non-PM		Cameron Queen
High - 1-3 days	Non-PM		Cameron Queen
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Cameron Queen
High - 1-3 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Manny Espinosa
Spare Time	Non-PM	AD001 - 2014 Chevy Spark - 4197	Craig Rice
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Medium - 3-7 days	Non-PM	PW-Kubota Mower 60-4766	Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
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Medium - 3-7 days	Non-PM		Robert Hutson
High - 1-3 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Robert Hutson
Critical - ASAP	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Wacey Henager

Medium - 3-7 days	Non-PM		Cameron Queen
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Critical - ASAP	Non-PM	MD003 - 2019 Ford F-150 - 0865	Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	WW-Kubota Mower 72-3411	Robert Hutson
Medium - 3-7 days	Non-PM	PW-Bobcat MT85-9347	Sonny Garza
Medium - 3-7 days	Non-PM	MD006 - 2022 GMC 2500 - 4413	Robert Hutson
Medium - 3-7 days	Non-PM		Cameron Queen
Medium - 3-7 days	Non-PM		Cameron Queen
Medium - 3-7 days	Non-PM		Cameron Queen
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	PCS-Speedy Bleacher-0440	Sonny Garza
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Robert Hutson
	PM	AD001 - 2014 Chevy Spark - 4197	Craig Rice
	PM	AD001 - 2014 Chevy Spark - 4197	John Hill
	PM	MD002 - 2018 Ford F-350 - 4183	Craig Rice
	PM	PW004 - 2019 Ford F-150 - XXXX	Sonny Garza
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Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Cameron Queen
Spare Time	Non-PM		Manny Espinosa
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	PM	PW004 - 2019 Ford F-150 - XXXX	Sonny Garza
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Medium - 3-7 days	Non-PM		Cameron Queen
Critical - ASAP	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Cameron Queen
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Gray Lahrman
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Medium - 3-7 days	PM	WW-Kubota Mower 72-3411	Robert Hutson
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Medium - 3-7 days	PM	PW-Bobcat S450-1796	Sonny Garza

Medium - 3-7 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	PM	MD004 - 2018 Ford F-250 - 9849	John Hill
Critical - ASAP	Non-PM		Sonny Garza
Spare Time	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM	MD002 - 2018 Ford F-350 - 4183	Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	PM	PW004 - 2019 Ford F-150 - XXXX	Craig Rice
Medium - 3-7 days	Non-PM		Cameron Queen
Medium - 3-7 days	Non-PM		John Hill

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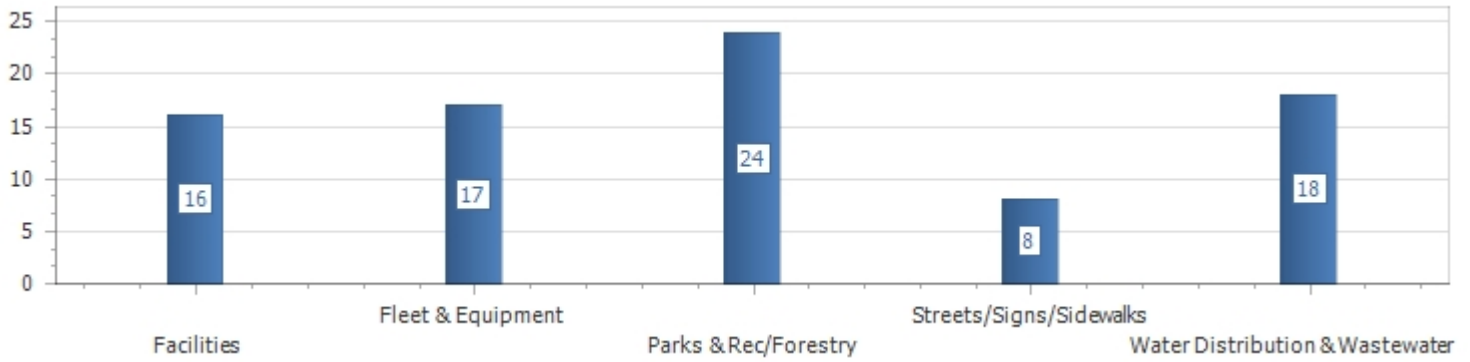
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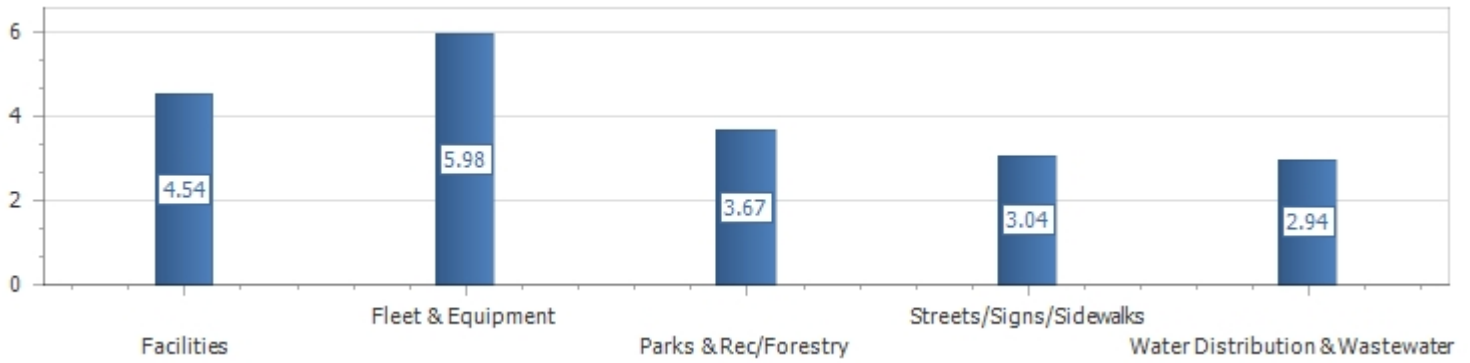
Completed WOs by Site Analysis

Date Printed: 08/08/2023

Total



Average days to close



Site	Total	Average days to close
Facilities	16	4.54
Fleet & Equipment	17	5.98
Parks & Rec/Forestry	24	3.67
Streets/Signs/Sidewalks	8	3.04
Water Distribution & Wastewater	18	2.94

Report Parameters

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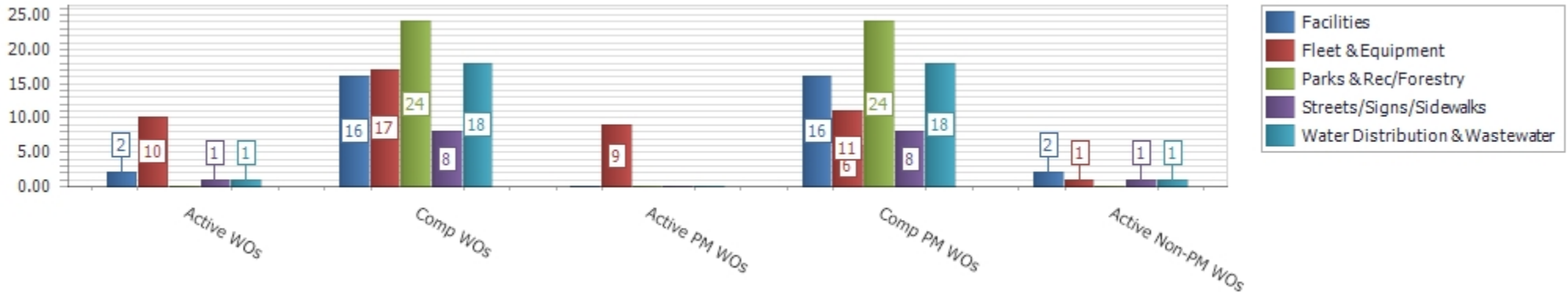
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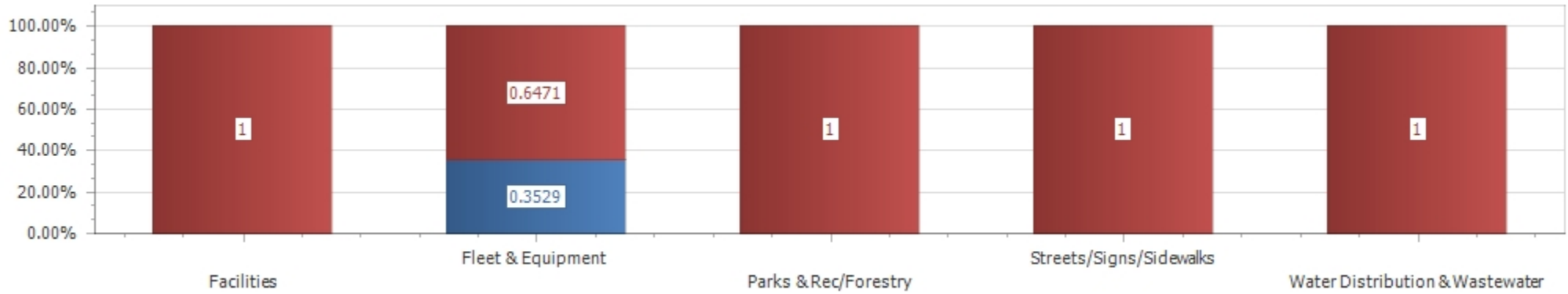
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Site Comparison

Date Printed: 08/08/2023



PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	2	16	0	0	2	16	2231.88	92.18	123.99	5.12
Fleet & Equipment	Dripping Springs	10	17	9	6	1	11	734.07	24.25	27.19	0.90
Parks & Rec/Forestry	Dripping Springs	0	24	0	0	0	24	1149.76	48.10	47.91	2.00
Streets/Signs/Sidewalks	Dripping Springs	1	8	0	0	1	8	550.75	26.25	61.19	2.92
Water Distribution & Wastewater	Dripping Springs	1	18	0	0	1	18	880.00	85.50	46.32	4.50

Report Parameters

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Site Comparison

Item 22.

Date Printed: 08/08/2023

Page 2 of 2

Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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Advanced Filters: [Originated] Between '07/01/2023' And '07/31/2023'

Tags:

In Administrative Completeness	Filing Date
SD2022-0042 Suds Bros	14-Aug
ADMIN2023-54 OroBianco Mobile Food Unit - Driveways	14-Aug
SUB2023-0024 Caliterra phase 5 Section 13 CP	14-Aug
SUB2023-0013 WT Chapman, 5th Addition, Lots 1-4 AP	14-Aug
SUB2023-0026 Driftwood Golf and Ranch Club, Phase Two, Block H, Lots 11 and 12 Amendir	14-Aug
SUB2023-0022 Cannon Ranch Phase 2 Construction Plans	21-Aug
SD2023-0002 Fitzhugh Corners	21-Aug
SD2022-0027 Sawyer Ranch Lot 3A	21-Aug
ADMIN2023-51 The Ranch at Caliterra Final Plat	28-Aug
SUB2023-0031 Gateway Village Preliminary Plat	11-Sep

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0016 JWLP Lot 6 Revision 1	CL	249 Sportsplex Drive	Revision to the original site plan	Approved
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting on resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Waiting on resubmittal
SD2022-0027 Sawyer Ranch Lot 3A	CL	13341 W US 290	Lot 3A of the Sawyer Ranch at US 290 development. This consists of commercial buildings with parking, sidewalks, and utilities.	Approved w/ Conditions
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Waiting on resubmittal
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Under Review
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Approved w/ Conditions
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Waiting on resubmittal
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Waiting on resubmittal
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting on resubmittal
SD2023-0006 DS Vet Clinic	CL	Cortaro Dr & RR 12	2 Phase Site Development Plan with 3,957sf veterinarian clinic with paving, drainage and utility infrastructure	Waiting for resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of two additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting on resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting on resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Under Review
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Under Review
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	Under Review
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Cannon Mixed-Use	Pending resubmittal
PDD2023-0001 Madelynn Estates	New PDD
PDD2023-0002 Southern Land	New PDD

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Waiting on Resubmittal
SUB2021-0069 Cannon Ranch Ph 1 Construction Plans	CL	Cannon Ranch Road	Development of 122 residential lots with public roadways, utilities, and drainage features.	Approved with conditions
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approval with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0021 Headwaters at BC Phase 3 CP	ETJ	Intersection of Hazy Hills Loop and Roy Branch Road	Construction Plans	Approved with conditions
SUB2022-0023 Overlook at Bunker Ranch CP	CL	2004 Creek Road	Construction Plans for 12 single family lots with 1 drainage lot	Approved with conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Tricking Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Force mains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater force mains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	Approved with conditions
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of which are residential and 1 will be landscaping	Approval with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Under Review
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0050 North 40, Section 2, Block B, Lots 1, 2, 29, and 30	CL	28501 RR 12	Amending Plat to combine 4 lots into 1	Waiting for Resubmittal
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Under Review
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Waiting for Resubmittal
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Under Review
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Waiting for Resubmittal
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Under Review
SUB2023-0012 Springlake Lot 57 Replat	ETJ	100 Oakview Dr	Subdivide the existing tract of land into two newly platted tracts of land.	Waiting for Resubmittal
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Approval with Conditions
SUB2023-0013 WT Chapman, 5th Addition, Lots 1-4 Amending Plat	CL	216 South Bluff St	Dividing 1 lot into 4.	Approval with Conditions
SUB2023-0014 Parten Ranch Phase 8 CP	ETJ	End of Bird Hollow near Tricking Brook Road Intersection	81.03 acres with 87 single family lots and 3 drainage / open space lots and right of way.	Approved
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions and Under Review
SUB2023-0017 Caliterra Phase Two Lot 9 Block F Section Seven Replat	ETJ	Peaksides Circle	Subdivide single lot into 4 lots.	Waiting for Resubmittal
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0020 Driftwood Golf and Ranch Club, Phase 4 Final Plat	ETJ	Driftwood Ranch Drive	Subdivide into 20 lots.	Waiting for Resubmittal
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approval with conditions and Under Review
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0023 Re-Subdivision Lot 2, Driftwood 967 Phase One CP	ETJ	FM 967 at FM 1826	Subdivide one large lot into 5 residential lots, 2 commercial lots, 2 open space lots and 2 private streets.	Under Review
SUB2023-0024 Caliterra Phase 5 Section 13 Construction Plans	ETJ	Kelsey Lane	11 single family lots.	Approval with Conditions
SUB2023-0025 Caliterra Phase 3 Section 10 Preliminary Plat	ETJ	Pointe Du Hoc Loop	22 single family lots and 2 open space lots.	Under Review
SUB2023-0026 Driftwood Golf and Ranch Club, Phase Two, Block H, Lots 11 and 12 Amending Plat	ETJ	204 Sutton Court	Combining lots 11 and 12 into a single family lot.	Approved
SUB2023-0027 Bush Ranch, Phase 1, Lots 1 & 2 Amending Plat	ETJ	235 & 295 Ledgestone Drive	Adjust a common property line.	Approval with Conditions
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0029 Cortaro Replat with Vacation	CL	548, 524, 498 Cortaro Drive	Remove existing public trail easement.	Approved with conditions
SUB2023-0030 Trailhead Market Parking, Fire Lane & Water Improvements	CL	249 Sportsplex Drive	Construct 16,250 sq. ft. pervious concrete parking lot, two fire hydrants, grading and fire lane striping.	Waiting for Resubmittal
SUB2023-0033 Heritage Phase 2 Construction Plans	CL	Sportsplex Drive	165 lots, streets, water, wastewater, grading and water quality improvements.	Waiting for Resubmittal
SUB2023-0031 Gateway Village Preliminary Plat	CL	1201 US 290 West	307 lots on 97.44 acres	Waiting for Resubmittal
SUB2023-0034 Lunaraya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Under Review
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Under Review
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Under Review
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Under Review