



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, February 15, 2022 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 April Harris Allison
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
Communications & Marketing Director Lisa Sullivan
Public Works Director Aaron Reed
Emergency Management Coordinator Roman Baligad
Parks & Community Services Director Kelly Schmidt
DSRP Manager Emily Nelson
Aquatics & Programs Manager Mack Rusick
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Planning Assistant Warlan Rivera

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments

until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

PROCLAMATIONS

- 1. Approval of a Proclamation proclaiming February 22, 2022, as "President George Washington Day" in the City of Dripping Springs, Texas. Sponsors: Council Member King & Council Member Tahuahua**
- 2. Approval of a Proclamation proclaiming the month of February 2022, as "Dating Violence Awareness and Prevention Month" in the City of Dripping Springs, Texas. Sponsors: Council Member King & Council Member Tahuahua**

CONSENT AGENDA

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

- 3. Approval of the January 2022 City Treasurer's Report.**
- 4. Approval of the February 1, 2022, City Council workshop and regular meeting minutes.**
- 5. Approval of a Resolution of the City of Dripping Springs, Texas, Approving and Accepting a Construction Bond for Driftwood Subdivision Phase 2 Water and Wastewater. Applicant: Driftwood Ranch and Golf Club**
- 6. Approval of a Resolution adopting a Drought Contingency Plan for the City of Dripping Springs. Sponsor: Mayor Foulds, Jr.**
- 7. Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Dripping Springs Helping Hands, Inc. for a Texas Market Guide event to be held at Dripping Springs Ranch Park on March 26 and 27, 2022. Sponsor: Council Member Parks.**
- 8. Approval of a Dripping Springs Ranch Park Co-Sponsorship Agreement with between the City of Dripping Springs and the Texas Hill Country Barrel Racing Association. Sponsor: Council Member Parks**

MORATORIUM WAIVERS

- 9. Discuss and consider approval of a Waiver Application from the temporary development moratorium for the Zoe Life Center development. Applicant: Charley Dorsaneo**

- a. Applicant Presentation
- b. Staff Report
- c. Waiver Application

BUSINESS AGENDA

- 10.** **Public hearing and possible action regarding an Ordinance of the City of Dripping Springs, Texas ("City") extending the Temporary Moratorium on the Acceptance, Authorization, and Approvals necessary for the Subdivision, Site Planning, Development, or Construction in the City Limits and Extraterritorial Jurisdiction, providing for Findings of Fact, Definitions, Applicability, Purpose, Enactment, Duration, Extension, Exceptions, and Exemptions, Determination and Appeals, Repealer, Severability, Enforcement, Effective Date, and Proper Notice and Meeting. *Sponsor: Mayor Foulds, Jr.***
 - a. Staff Report
 - b. Public Hearing
 - c. Moratorium Ordinance
- 11.** **Discuss and consider approval of a Resolution Authorizing City Staff to Negotiate an Advance Funding Agreement (AFA) with TxDOT for the Mercer St. Transportation Alternative Set Aside (TASA) Grant Project. *Sponsor: Council Member Tahuahua***
- 12.** **Discuss and consider approval of a Use Agreement between the City of Dripping Springs and Tiger Splash TAAF Swim Team related to use of the Founders Memorial Pool for the 2022 swim season. *Sponsor: Council Member Parks***
- 13.** **Discuss and consider approval of a Logo Use and Co-Sponsorship Agreement between the City of Dripping Springs and the Dripping Springs Ag Boosters for the 2022 Rodeo. *Sponsor: Council Member Parks.***
- 14.** **Discuss and consider approval of a Co-Sponsorship agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for use of the Stephenson Building parking lot and field to host the Dripping Springs Brewers Festival on March 26, 2022. *Sponsor: Council Member Parks.***
- 15.** **Discuss and consider approval of an Ordinance amending the Fee Schedule for Section 9: Parks & Community Services; Section 10: Alcoholic Beverages; and Section 17: Dripping Springs Ranch Park.**
- 16.** **Public hearing and consideration of approval of an Ordinance amending the Fiscal Year 2022 budget and for the reinstatement of the City of Dripping Springs Municipal Court and provision of the position of Part-Time Municipal Court Clerk and for amendments to the Parks budget related to Adult Softball. *Sponsor: Mayor Foulds, Jr.***
 - a. Staff Report
 - b. Public Hearing
 - c. Budget Amendment Ordinance
- 17.** **Discuss and consider the Appointment of individuals to the TIRZ No. 1 & No. 2 Board.**

- 18. Discuss and consider approval of the position and job description for Part-Time Municipal Court Clerk. Sponsor: Mayor Foulds, Jr.**

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.

- 19. Maintenance & Facilities Monthly Report**
Craig Rice, Maintenance Director
- 20. 2021 Parks & Community Services Annual Report**
Kelly Schmidt, PCS Director
- 21. Emergency Management Report**
Roman Baligad, EMC Coordinator
- 22. Economic Development Committee Report**
Kim Fernea, EDC Chair

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.

- 23. Consultation with city attorney related to the 90 day operations of the South Regional Water Reclamation Facility. Consultation with Attorney, 551.071**
- 24. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project and matters related to the Wastewater Permit. Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072**
- 25. Consultation with City Attorney and Deliberation on Real Property related to easements for road improvements at Roger Hanks Parkway and South Regional Water Reclamation Project. Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072**
- 26. Deliberation on the appointment, employment, evaluation, reassignment, or duties for IT Coordinator, Municipal Court Clerk, Umpire, Scorekeeper, and Softball Coordinator. Deliberation on Personnel Matters, 551.074**
- 27. Deliberation on personnel matters related to the appointment of a public officer as the Interim Utility Commission Chair and consultation with City Attorney regarding legal matters related to the Appointment of an Interim Utility Commission Chair. Deliberation on Personnel Matters, 551.074; Consultation with City Attorney, 551.071**

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

February 22, 2022, at 5:00 p.m. (Moratorium Waivers)

March 1, 2022, at 6:00 p.m. (CC & COA)

March 15, 2022, at 6:00 p.m.

April 5, 2022, at 6:00 p.m. (CC & COA)

April 19, 2022, at 6:00 p.m.

Board, Commission and Committee Meetings

February 17, 2022, Farmers Market Committee at 12:00 p.m.

February 17, 2022, Emergency Management Commission at 12:00 p.m.

February 22, 2022, Planning & Zoning Commission at 6:00 p.m.

February 23, 2022, Economic Development Committee at 4:00 p.m.

February 24, 2022, Parks & Recreation Commission at 6:00 p.m.

February 28, 2022, Transportation Committee at 3:30 p.m.

February 28, 2022, Founders Day Commission at 6:30 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **February 11, 2022, 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.



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING FEBRUARY 22, 2022, AS**

“President George Washington Day”

WHEREAS, the United States of America was established following the War of Revolution from 1776 to 1783, a war won through the brilliant and courageous leadership of George Washington, revered Father of our Nation; and

WHEREAS, George Washington, who lived from 1732 to 1799, mobilized the Continental Army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous battle of Yorktown, Virginia; and

WHEREAS, this revered founder of our nation resisted the efforts of many supporters to make him a king or dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

WHEREAS, George Washington was elected as the first President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom, and vision, became the exemplar of distinguished leadership for all future presidents; and

WHEREAS, the William Hightower Chapter of the Sons of the American Revolution wish to encourage all citizens to recognize the epochal contributions of George Washington to our nation by celebrating his birth on Tuesday, February 22, 2022.

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

1. That February 22, 2022, be proclaimed as “President George Washington Day” in the City of Dripping Springs; and
2. And that the City Council calls upon all citizens to recognize and honor the brilliance, courage, and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today’s complex world.

Bill Foulds, Jr., Mayor



**PROCLAMATION
OF THE CITY OF DRIPING SPRINGS
PROCLAIMING THE MONTH OF FEBRUARY 2022, AS**

“Dating Violence Awareness and Prevention Month”

WHEREAS, one in three adolescents is a victim of physical, sexual, emotional, or verbal abuse from a dating partner; and

WHEREAS, the effects of dating violence impact youth in all communities and cuts across economic, racial, gender, and societal barriers; and

WHEREAS, respectful, supportive, and non-violent relationships are key to safety, health, and academic success; and

WHEREAS, by providing teens and young adults with education about healthy relationships and relationship skills, and by changing attitudes that support violence, we recognize that dating violence can be prevented; and

WHEREAS, family, friends, teachers, coaches, faith leaders, community members, and other important people in young peoples’ lives have the power to influence youth in positive ways; and

WHEREAS, last year the Hays-Caldwell Women’s Center provided 157 dating violence prevention and healthy relationships presentations to 3,141 teens and young adults; and

WHEREAS, we must work together to raise awareness and promote healthy dating relationships with activities and conversations about mutually respectful and non-violent relationships in our homes, schools and communities.

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

1. That February 2022, be known as “Dating Violence Awareness and Prevention” month in the City of Dripping Springs.
2. And that the City Council calls upon the citizens of Dripping Springs to work together to raise awareness and prevent dating violence in our community and beyond.

Bill Foulds, Jr., Mayor



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Finance Director/City Treasurer 

Date: February 15, 2022

RE: January 2022 City Treasurer's Report

General Fund:

The General Fund received **\$2,003,320.77** in revenues for January. This total includes \$1,069,104.94 in Ad Valorem Tax. Additionally, \$342,932.67 was received in Sales Tax, of which \$257,224.33 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a 10.46% increase from January 2021. A total of \$101,999.37 was collected in Site Development Fees and \$173,550.43 was collected in Subdivision Fees. Building Code Fees collected in January totaled \$181,450.55. Though January, the General Fund has collected 43.65% of its total revenues for FY 2022.

General Fund expenditures are in line with the approved budget.

Wastewater Utility Fund:

For December, **\$366,100.27** was received in revenues. This total includes collection of December and January Wastewater Revenues and Sales Tax allocation.

Wastewater expenditures are in line with the approved budget. Some line items of note include:

- 400-300-62003: Special Counsel and Consultants – Of the \$35,000.00 budgeted, \$22,141.17 has been spent to date. These costs are related to the City's discharge permit case. A future budget amendment may be required.

Dripping Springs Ranch Park (DSRP):

\$36,517.57 in revenues were collected for January. This includes \$5,575.00 in Stall Rental Fees, \$4,780.00 in RV Site Rental Fees, \$10,368.75 in Facility Rental Fees and \$8,015.00 in Program & Event Fees.

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

- 200-400-63035: Ranch House Maintenance – This line item is currently over budget due to HVAC issues. Parks, Maintenance, and Finance are reviewing this line item for a future budget amendment.

Banking:

On December 31st, the City's cash balances were **\$22.827 Million**. This is an 8.4% increase from the previous month's cash balances. Contributing the increase in balances is the collection of \$201,568.38 in HOT Revenues. Total HOT Revenues to date total **\$445,883.56**. The City Budgeted to collect \$500,000.00 in FY 2022. A total of **\$21,737.39** was collected in interest revenues for the Month of January.



Dripping Springs, TX

DRIPPING SPRINGS
Texas

Item 3.
Budget Report
Account Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

		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	1,983,491.97	1,983,491.97	1,069,104.91	1,185,215.63	-798,276.34	40.25 %
100-000-40001	Sales Tax Revenue	3,796,125.70	3,796,125.70	342,932.67	1,350,017.76	-2,446,107.94	64.44 %
100-000-40002	Mixed Beverage	60,000.00	60,000.00	6,888.33	31,817.05	-28,182.95	46.97 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	0.46	2,864.25	-1,135.75	28.39 %
100-000-41000	Solid Waste Franchise Fee	40,000.00	40,000.00	11,249.02	21,417.70	-18,582.30	46.46 %
100-000-42000	Alcohol Permit Fees	7,085.00	7,085.00	0.00	0.00	-7,085.00	100.00 %
100-000-46001	Other Revenues	40,000.00	40,000.00	75,312.11	64,311.73	24,311.73	160.78 %
100-000-46002	Interest	40,000.00	40,000.00	7,311.60	26,774.75	-13,225.25	33.06 %
100-000-46011	Coronavirus Local Fiscal Recovery F	707,181.10	707,181.10	0.00	0.00	-707,181.10	100.00 %
100-000-47000	Transfer from Capital Improvement	300,000.00	324,000.00	0.00	0.00	-324,000.00	100.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47005	Transfer from HOT Fund	4,305.00	4,305.00	0.00	0.00	-4,305.00	100.00 %
100-000-47013	Transfer From TIRZ	0.00	0.00	0.00	127,102.00	127,102.00	0.00 %
	Department: 000 - Undesignated Total:	6,992,588.77	7,016,588.77	1,512,799.10	2,809,520.87	-4,207,067.90	59.96%
Department: 103 - Courts							
100-103-43028	Muni Court Fines/Special Fees	250.00	250.00	0.00	0.00	-250.00	100.00 %
	Department: 103 - Courts Total:	250.00	250.00	0.00	0.00	-250.00	100.00%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	60,000.00	60,000.00	13,445.00	45,100.00	-14,900.00	24.83 %
100-200-43000	Site Development Fees	239,108.41	239,108.41	101,999.37	214,143.28	-24,965.13	10.44 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	4,065.00	68,727.00	3,727.00	105.73 %
100-200-43030	Subdivision Fees	656,006.25	656,006.25	173,550.43	517,663.43	-138,342.82	21.09 %
	Department: 200 - Planning & Development Total:	1,020,114.66	1,020,114.66	293,059.80	845,633.71	-174,480.95	17.10%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	2,755.00	6,955.00	6,955.00	0.00 %
100-201-43029	Fire Inspections	10,000.00	10,000.00	4,681.32	11,980.68	1,980.68	119.81 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	181,450.55	685,335.46	-814,664.54	54.31 %
	Department: 201 - Building Total:	1,510,000.00	1,510,000.00	188,886.87	704,271.14	-805,728.86	53.36%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	9,027.00	9,027.00	0.00	3,696.10	-5,330.90	59.06 %
100-400-44001	Community Service Fees	4,400.00	4,400.00	250.00	1,245.00	-3,155.00	71.70 %
100-400-44002	Program & Event Fees	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
100-400-44004	Park Rental Income	5,350.00	5,350.00	75.00	390.00	-4,960.00	92.71 %
100-400-47002	Transfer from Parkland Dedication	113,462.80	113,462.80	0.00	0.00	-113,462.80	100.00 %
100-400-47003	Transfer from Landscaping Fund	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
100-400-47014	Transfer from Parkland Developme	111,731.40	121,731.40	0.00	0.00	-121,731.40	100.00 %
	Department: 400 - Parks & Recreation Total:	254,971.20	264,971.20	325.00	5,331.10	-259,640.10	97.99%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	85,800.00	85,800.00	0.00	0.00	-85,800.00	100.00 %
100-402-44004	Park Rental Income	16,800.00	16,800.00	0.00	-385.00	-17,185.00	102.29 %
100-402-46012	Reimbursement of Utility Costs	8,000.00	8,000.00	0.00	2,014.95	-5,985.05	74.81 %
	Department: 402 - Aquatics Total:	110,600.00	110,600.00	0.00	1,629.95	-108,970.05	98.53%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,500.00	6,500.00	0.00	0.00	-6,500.00	100.00 %
100-404-45001	FD Food Booths	1,100.00	1,100.00	0.00	0.00	-1,100.00	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45003	FD Carnival	9,500.00	9,500.00	0.00	0.00	-9,500.00	100.00 %
100-404-45004	FD Parade Registration Fees	3,750.00	3,750.00	0.00	0.00	-3,750.00	100.00 %
100-404-45005	FD Sponsorships	70,000.00	70,000.00	8,250.00	8,250.00	-61,750.00	88.21 %
100-404-45006	FD Parking Fees	1,700.00	1,700.00	0.00	0.00	-1,700.00	100.00 %
100-404-45007	FD Electric Fees	2,400.00	2,400.00	0.00	0.00	-2,400.00	100.00 %
Department: 404 - Founders Day Total:		99,550.00	99,550.00	8,250.00	8,250.00	-91,300.00	91.71%
Revenue Total:		9,988,074.63	10,022,074.63	2,003,320.77	4,374,636.77	-5,647,437.86	56.35%
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	2,249,643.70	2,249,643.70	0.00	0.00	2,249,643.70	100.00 %
100-000-61000	Health Insurance	224,269.22	224,269.22	30,332.27	118,095.70	106,173.52	47.34 %
100-000-61001	Dental Insurance	14,498.88	14,498.88	0.00	0.00	14,498.88	100.00 %
100-000-61002	Medicare	0.00	0.00	0.00	16.01	-16.01	0.00 %
100-000-61003	Social Security	0.00	0.00	0.00	68.45	-68.45	0.00 %
100-000-61005	Federal Withholding	180,413.74	180,413.74	-3,400.57	-3,400.57	183,814.31	101.88 %
100-000-61006	TMRS	133,118.97	133,118.97	0.00	66.24	133,052.73	99.95 %
100-000-62009	Human Resources Consultant	10,000.00	10,000.00	1,250.00	7,770.93	2,229.07	22.29 %
100-000-63004	Dues, Fees & Subscriptions	30,000.00	30,000.00	-5,952.67	1,426.27	28,573.73	95.25 %
100-000-63005	Training/Continuing Education	83,623.90	83,623.90	1,141.39	6,738.53	76,885.37	91.94 %
100-000-64000	Office Supplies	25,000.00	25,000.00	1,521.66	5,845.11	19,154.89	76.62 %
100-000-64004	Office Furniture and Equipment	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-000-66002	Postage & Shipping	3,200.00	3,200.00	60.46	679.44	2,520.56	78.77 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002	Economic Development	10,000.00	10,000.00	0.00	10,000.00	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	900.00	1,215.00	48,785.00	97.57 %
100-000-70003	Other Expenses	10,000.00	10,000.00	366.93	1,304.30	8,695.70	86.96 %
100-000-70009	Coronavirus Local Fiscal Recovery F	0.00	56,146.39	10,054.24	10,078.23	46,068.16	82.05 %
100-000-90000	Transfer to Reserve Fund	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
100-000-90002	Transfer to TIRZ	450,244.23	450,244.23	0.00	0.00	450,244.23	100.00 %
100-000-90005	Transfer to DSRP	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	25,462.00	25,462.00	0.00	0.00	25,462.00	100.00 %
Department: 000 - Undesignated Total:		3,785,874.64	3,842,021.03	36,273.71	159,903.64	3,682,117.39	95.84%
Department: 100 - City Council/Boards & Commissions							
100-100-62010	Miscellaneous Consultant	7,500.00	7,500.00	0.00	520.00	6,980.00	93.07 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 100 - City Council/Boards & Commissions Total:		24,500.00	24,500.00	0.00	520.00	23,980.00	97.88%
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	34,432.48	157,697.04	-157,697.04	0.00 %
100-101-60002	Overtime	0.00	0.00	29.57	240.57	-240.57	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,689.54	7,602.10	-7,602.10	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	138.96	625.32	-625.32	0.00 %
100-101-61002	Medicare	0.00	0.00	464.11	2,129.92	-2,129.92	0.00 %
100-101-61003	Social Security	0.00	0.00	1,984.41	6,747.48	-6,747.48	0.00 %
100-101-61004	Unemployment	0.00	0.00	395.72	395.72	-395.72	0.00 %
100-101-61006	TMRS	0.00	0.00	2,067.73	9,476.26	-9,476.26	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	41,202.52	184,914.41	-184,914.41	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	6,153.84	27,999.98	-27,999.98	0.00 %
100-102-60001	Part-time Employees	0.00	0.00	953.23	4,264.34	-4,264.34	0.00 %
100-102-61000	Health Insurance	0.00	0.00	559.80	2,518.56	-2,518.56	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	34.74	156.33	-156.33	0.00 %
100-102-61002	Medicare	0.00	0.00	101.91	462.64	-462.64	0.00 %
100-102-61003	Social Security	0.00	0.00	435.75	1,978.35	-1,978.35	0.00 %
100-102-61004	Unemployment	0.00	0.00	113.71	145.53	-145.53	0.00 %
100-102-61006	TMRS	0.00	0.00	369.24	1,680.04	-1,680.04	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	5,350.00	5,350.00	0.00	0.00	5,350.00	100.00 %
100-102-66003	Public Notices	6,000.00	6,000.00	224.22	817.66	5,182.34	86.37 %
100-102-69003	Records Management	1,220.00	1,220.00	60.00	120.00	1,100.00	90.16 %
100-102-70001	Mileage	0.00	0.00	305.66	305.66	-305.66	0.00 %
Department: 102 - City Secretary Total:		20,570.00	20,570.00	9,312.10	40,449.09	-19,879.09	-96.64%
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	900.00	14,600.00	94.19 %
100-103-62010	Miscellaneous Consultant	0.00	0.00	0.00	162.50	-162.50	0.00 %
Department: 103 - Courts Total:		15,500.00	15,500.00	0.00	1,062.50	14,437.50	93.15%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	11,538.45	51,161.83	-51,161.83	0.00 %
100-104-61000	Health Insurance	0.00	0.00	564.12	2,538.54	-2,538.54	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	34.74	156.33	-156.33	0.00 %
100-104-61002	Medicare	0.00	0.00	159.38	706.17	-706.17	0.00 %
100-104-61003	Social Security	0.00	0.00	681.48	3,019.47	-3,019.47	0.00 %
100-104-61004	Unemployment	0.00	0.00	144.00	144.00	-144.00	0.00 %
100-104-61006	TMRS	0.00	0.00	692.30	3,069.68	-3,069.68	0.00 %
100-104-62003	Special Counsel and Consultants	59,000.00	59,000.00	1,281.00	4,967.50	54,032.50	91.58 %
100-104-62009	Human Resources Consultant	0.00	0.00	0.00	1,120.96	-1,120.96	0.00 %
Department: 104 - City Attorney Total:		59,000.00	59,000.00	15,095.47	66,884.48	-7,884.48	-13.36%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	5,661.54	25,638.16	-25,638.16	0.00 %
100-105-61000	Health Insurance	0.00	0.00	558.42	2,512.50	-2,512.50	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	34.74	156.33	-156.33	0.00 %
100-105-61002	Medicare	0.00	0.00	82.10	371.78	-371.78	0.00 %
100-105-61003	Social Security	0.00	0.00	351.02	1,589.58	-1,589.58	0.00 %
100-105-61004	Unemployment	0.00	0.00	90.58	90.58	-90.58	0.00 %
100-105-61006	TMRS	0.00	0.00	339.70	1,538.32	-1,538.32	0.00 %
100-105-66000	Website	6,625.00	6,625.00	0.00	0.00	6,625.00	100.00 %
100-105-66005	Public Relations	7,488.00	7,488.00	0.00	435.45	7,052.55	94.18 %
Department: 105 - Communications Total:		14,113.00	14,113.00	7,118.10	32,332.70	-18,219.70	-129.10%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	0.00	10,452.02	-10,452.02	0.00 %
100-106-60002	Overtime	0.00	0.00	0.00	57.26	-57.26	0.00 %
100-106-61000	Health Insurance	0.00	0.00	0.00	1,380.80	-1,380.80	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	0.00	86.85	-86.85	0.00 %
100-106-61002	Medicare	0.00	0.00	0.00	150.90	-150.90	0.00 %
100-106-61003	Social Security	0.00	0.00	0.00	645.30	-645.30	0.00 %
100-106-61006	TMRS	0.00	0.00	0.00	630.57	-630.57	0.00 %
100-106-64001	Office IT Equipment & Support	70,890.00	70,890.00	7,054.27	15,143.64	55,746.36	78.64 %
100-106-64002	Software	165,142.00	165,142.00	13,689.71	58,063.02	107,078.98	64.84 %
100-106-65000	Network/Phone	31,000.00	31,000.00	1,915.78	6,270.01	24,729.99	79.77 %
Department: 106 - IT Total:		267,032.00	267,032.00	22,659.76	92,880.37	174,151.63	65.22%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	14,149.85	64,008.65	-64,008.65	0.00 %
100-107-60002	Overtime	0.00	0.00	0.00	28.30	-28.30	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,667.86	7,504.15	-7,504.15	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	104.22	468.99	-468.99	0.00 %
100-107-61002	Medicare	0.00	0.00	195.35	884.34	-884.34	0.00 %
100-107-61003	Social Security	0.00	0.00	835.34	3,781.45	-3,781.45	0.00 %
100-107-61004	Unemployment	0.00	0.00	226.41	226.41	-226.41	0.00 %
100-107-61006	TMRS	0.00	0.00	848.99	3,842.22	-3,842.22	0.00 %
100-107-62001	Financial Services	115,000.00	115,000.00	0.00	0.00	115,000.00	100.00 %
100-107-67000	TML Liability Insurance	20,850.00	20,850.00	4,497.25	9,755.50	11,094.50	53.21 %
100-107-67001	TML Property Insurance	34,646.00	34,646.00	9,376.75	19,685.50	14,960.50	43.18 %
100-107-67002	TML Workmen's Comp Insurance	25,000.00	25,000.00	15,918.50	17,843.00	7,157.00	28.63 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-107-70000	Bad Debt Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-107-90003	Transfer to Wastewater Utility Fund	759,225.14	759,225.14	128,325.88	336,493.27	422,731.87	55.68 %
100-107-90004	SPA & ECO D Transfers	218,656.84	218,656.84	33,525.30	68,468.26	150,188.58	68.69 %
Department: 107 - Finance Total:		1,178,377.98	1,178,377.98	209,671.70	532,990.04	645,387.94	54.77%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	17,368.89	81,427.02	-81,427.02	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,675.90	8,050.45	-8,050.45	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	104.22	500.55	-500.55	0.00 %
100-200-61002	Medicare	0.00	0.00	244.49	1,147.06	-1,147.06	0.00 %
100-200-61003	Social Security	0.00	0.00	1,045.42	4,904.67	-4,904.67	0.00 %
100-200-61004	Unemployment	0.00	0.00	277.90	418.22	-418.22	0.00 %
100-200-61006	TMRS	0.00	0.00	1,042.13	4,885.62	-4,885.62	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	94,000.00	0.00	0.00	94,000.00	100.00 %
100-200-62003	Special Counsel and Consultant	0.00	0.00	0.00	1,695.40	-1,695.40	0.00 %
100-200-62005	Health Inspector	50,000.00	50,000.00	5,429.74	19,739.86	30,260.14	60.52 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	312.50	312.50	4,687.50	93.75 %
100-200-62007	Historic District Consultant	3,500.00	3,500.00	375.00	1,361.41	2,138.59	61.10 %
100-200-62010	Miscellaneous Consultant	175,000.00	175,000.00	0.00	0.00	175,000.00	100.00 %
100-200-64003	Uniforms	0.00	0.00	0.00	481.76	-481.76	0.00 %
Department: 200 - Planning & Development Total:		303,500.00	327,500.00	27,876.19	124,924.52	202,575.48	61.86%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	11,362.98	48,921.47	-48,921.47	0.00 %
100-201-60002	Overtime	0.00	0.00	38.40	176.34	-176.34	0.00 %
100-201-61000	Health Insurance	0.00	0.00	1,659.42	6,965.86	-6,965.86	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	104.22	437.43	-437.43	0.00 %
100-201-61002	Medicare	0.00	0.00	162.73	700.79	-700.79	0.00 %
100-201-61003	Social Security	0.00	0.00	695.80	2,996.47	-2,996.47	0.00 %
100-201-61004	Unemployment	0.00	0.00	182.41	250.74	-250.74	0.00 %
100-201-61006	TMRS	0.00	0.00	684.09	2,945.89	-2,945.89	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	0.00	203,905.17	546,094.83	72.81 %
100-201-62008	Lighting Consultant	1,000.00	1,000.00	137.50	247.50	752.50	75.25 %
Department: 201 - Building Total:		751,000.00	751,000.00	15,027.55	267,547.66	483,452.34	64.37%
Department: 300 - Utilities							
100-300-60000	Regular Employees	0.00	0.00	10,470.41	46,899.69	-46,899.69	0.00 %
100-300-60002	Overtime	0.00	0.00	7.27	914.40	-914.40	0.00 %
100-300-61000	Health Insurance	0.00	0.00	1,114.40	5,012.76	-5,012.76	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	69.48	312.66	-312.66	0.00 %
100-300-61002	Medicare	0.00	0.00	141.10	644.61	-644.61	0.00 %
100-300-61003	Social Security	0.00	0.00	603.36	2,756.30	-2,756.30	0.00 %
100-300-61004	Unemployment	0.00	0.00	167.65	167.65	-167.65	0.00 %
100-300-61006	TMRS	0.00	0.00	628.67	2,868.88	-2,868.88	0.00 %
100-300-64003	Uniforms	0.00	0.00	64.99	1,497.20	-1,497.20	0.00 %
100-300-70001	Mileage	0.00	0.00	0.00	36.40	-36.40	0.00 %
100-300-71001	Transportation Improvement Proje	775,000.00	775,000.00	10,794.24	39,521.49	735,478.51	94.90 %
Department: 300 - Utilities Total:		775,000.00	775,000.00	24,061.57	100,632.04	674,367.96	87.02%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	22,009.24	97,534.62	-97,534.62	0.00 %
100-304-60002	Overtime	0.00	0.00	127.43	2,487.30	-2,487.30	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	3,600.00	-3,600.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,333.14	14,582.46	-14,582.46	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	208.44	912.22	-912.22	0.00 %
100-304-61002	Medicare	0.00	0.00	323.54	1,462.15	-1,462.15	0.00 %
100-304-61003	Social Security	0.00	0.00	1,383.45	6,251.98	-6,251.98	0.00 %
100-304-61004	Unemployment	0.00	0.00	366.98	406.68	-406.68	0.00 %
100-304-61006	TMRS	0.00	0.00	1,374.88	6,216.01	-6,216.01	0.00 %
100-304-63000	Office Maintenance/Repairs	11,060.00	11,060.00	1,035.98	2,669.10	8,390.90	75.87 %
100-304-63001	Equipment Maintenance	3,000.00	3,000.00	82.14	431.93	2,568.07	85.60 %

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
100-304-63002	Fleet Maintenance	18,800.00	18,800.00	1,175.30	5,509.04	13,290.96	70.70 %
100-304-63008	Stephenson Building & Lawn Maint	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
100-304-63009	Street/ROW Maintenance	184,250.00	184,250.00	8,262.36	9,889.18	174,360.82	94.63 %
100-304-63018	Stephenson Building & Lawn Maint	700.00	700.00	0.00	0.00	700.00	100.00 %
100-304-64003	Uniforms	7,760.00	7,760.00	295.98	1,059.97	6,700.03	86.34 %
100-304-64004	Office Furniture and Equipment	0.00	0.00	0.00	6.99	-6.99	0.00 %
100-304-64006	Fleet Acquisition	210,700.00	210,700.00	2,099.00	41,153.49	169,546.51	80.47 %
100-304-64008	Fuel	0.00	0.00	0.00	2,951.24	-2,951.24	0.00 %
100-304-64009	Maintenance Equipment	47,878.00	47,878.00	3,396.73	4,151.03	43,726.97	91.33 %
100-304-64010	Maintenance Supplies	4,600.00	4,600.00	140.98	988.37	3,611.63	78.51 %
100-304-65001	Street Electricity	20,000.00	20,000.00	1,603.40	6,059.40	13,940.60	69.70 %
100-304-65002	City Streets Water	4,000.00	4,000.00	282.05	845.50	3,154.50	78.86 %
100-304-65003	Office Electricity	4,500.00	4,500.00	411.22	1,719.46	2,780.54	61.79 %
100-304-65004	Office Water	650.00	650.00	41.74	124.75	525.25	80.81 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	84.14	336.63	1,163.37	77.56 %
100-304-65006	Stephenson Water	500.00	500.00	35.41	106.00	394.00	78.80 %
100-304-65009	Triangle Electric	500.00	500.00	38.25	153.00	347.00	69.40 %
100-304-65010	Triangle Water	500.00	500.00	35.41	106.68	393.32	78.66 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69010	Downtown Bathroom	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
100-304-71002	Street Improvements	592,087.25	592,087.25	0.00	0.00	592,087.25	100.00 %
100-304-71003	City Hall Improvements	5,000.00	5,000.00	0.00	543.16	4,456.84	89.14 %
Department: 304 - Maintenance Total:		1,225,485.25	1,225,485.25	48,947.19	212,258.34	1,013,226.91	82.68%

Department: 400 - Parks & Recreation

100-400-60000	Regular Employees	0.00	0.00	9,911.62	45,839.27	-45,839.27	0.00 %
100-400-60001	Part-time Employees	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-400-61000	Health Insurance	0.00	0.00	570.34	3,098.63	-3,098.63	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	34.74	191.07	-191.07	0.00 %
100-400-61002	Medicare	0.00	0.00	127.22	583.32	-583.32	0.00 %
100-400-61003	Social Security	0.00	0.00	544.02	2,494.33	-2,494.33	0.00 %
100-400-61004	Unemployment	0.00	0.00	158.58	223.03	-223.03	0.00 %
100-400-61006	TMRS	0.00	0.00	594.70	2,750.38	-2,750.38	0.00 %
100-400-62011	Park Consultant	0.00	10,000.00	4,400.00	4,400.00	5,600.00	56.00 %
100-400-63004	Dues, Fees & Subscriptions	1,337.50	1,337.50	58.00	1,492.40	-154.90	-11.58 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	550.00	1,170.00	-1,170.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	500.00	1,520.00	-1,520.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	0.00	995.00	-995.00	0.00 %
100-400-63013	General Parks Maintenance	1,000.00	1,000.00	0.00	98.48	901.52	90.15 %
100-400-63015	Founders Park/Pool Maintenance	0.00	0.00	0.00	35.17	-35.17	0.00 %
100-400-63016	Sports & Rec Park Maintenance	51,920.00	51,920.00	11,449.40	11,496.34	40,423.66	77.86 %
100-400-63017	Charro Ranch Park Maintenance	7,700.00	7,700.00	0.00	0.00	7,700.00	100.00 %
100-400-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	4.46	-4.46	0.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-64011	Park Supplies	3,000.00	3,000.00	81.87	1,199.92	1,800.08	60.00 %
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	0.00	100.00	1,400.00	93.33 %
100-400-64013	Founders Park/Pool Supplies	43,375.00	43,375.00	0.00	100.18	43,274.82	99.77 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
100-400-64015	Park Program & Event Supplies	1,500.00	1,500.00	366.67	366.67	1,133.33	75.56 %
100-400-65007	Portable Toilets	5,000.00	5,000.00	785.00	2,507.50	2,492.50	49.85 %
100-400-65011	Sports & Rec Park Water	14,500.00	14,500.00	11,011.48	-18,065.88	32,565.88	224.59 %
100-400-65012	Sports & Rec Park Electricity	1,200.00	1,200.00	-130.21	718.43	481.57	40.13 %
100-400-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	183.79	888.43	5,111.57	85.19 %
100-400-65014	Founders Park/Pool Electricity	4,500.00	4,500.00	506.91	2,096.89	2,403.11	53.40 %
100-400-66001	Advertising	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
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	6,525.00	6,525.00	4,975.00	43.26 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	2,665.11	-2,665.11	0.00 %
100-400-71004	All Parks Improvements	0.00	32,942.50	13,332.50	15,530.00	17,412.50	52.86 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-71005	Founders Park/Pool Improvmts	67,731.40	67,731.40	0.00	9,526.05	58,205.35	85.94 %
100-400-71006	Sports & Rec Park Improvements	0.00	0.00	0.00	56.99	-56.99	0.00 %
100-400-71007	Charro Ranch Improvements	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
100-400-71009	Triangle Improvements	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		240,963.90	283,906.40	61,561.63	100,607.17	183,299.23	64.56%
Department: 401 - DSRP							
100-401-60000	Regular Employees	376,654.59	376,654.59	25,486.98	108,832.76	267,821.83	71.11 %
100-401-60002	Overtime	0.00	0.00	109.41	1,518.45	-1,518.45	0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	3,600.00	-3,600.00	0.00 %
100-401-61000	Health Insurance	50,274.49	50,274.49	3,341.18	15,153.21	35,121.28	69.86 %
100-401-61001	Dental Insurance	3,161.76	3,161.76	208.44	946.37	2,215.39	70.07 %
100-401-61002	Medicare	0.00	0.00	364.19	1,568.55	-1,568.55	0.00 %
100-401-61003	Social Security	0.00	0.00	1,557.22	6,706.65	-6,706.65	0.00 %
100-401-61004	Unemployment	0.00	0.00	422.36	652.37	-652.37	0.00 %
100-401-61005	Federal Withholding	30,032.28	30,032.28	0.00	0.00	30,032.28	100.00 %
100-401-61006	TMRS	19,323.28	19,323.28	1,459.21	6,468.66	12,854.62	66.52 %
100-401-65000	Network/Phone	500.00	500.00	0.00	0.00	500.00	100.00 %
100-401-65017	Electricity	500.00	500.00	0.00	0.00	500.00	100.00 %
Department: 401 - DSRP Total:		480,446.40	480,446.40	33,748.99	145,447.02	334,999.38	69.73%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	4,000.00	17,940.00	-17,940.00	0.00 %
100-402-60007	Aquatic Staff	70,591.24	70,591.24	0.00	0.00	70,591.24	100.00 %
100-402-61000	Health Insurance	0.00	0.00	553.76	2,215.04	-2,215.04	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	34.74	138.96	-138.96	0.00 %
100-402-61002	Medicare	0.00	0.00	58.00	260.13	-260.13	0.00 %
100-402-61003	Social Security	0.00	0.00	248.00	1,112.28	-1,112.28	0.00 %
100-402-61004	Unemployment	0.00	0.00	64.00	64.00	-64.00	0.00 %
100-402-61006	TMRS	0.00	0.00	240.00	966.00	-966.00	0.00 %
100-402-63015	Founders Park/Pool Maintenance	28,240.00	28,240.00	0.00	684.30	27,555.70	97.58 %
100-402-64022	Pool Chemicals	0.00	0.00	0.00	3,502.00	-3,502.00	0.00 %
100-402-65000	Network/Phone	1,500.00	1,500.00	135.47	541.88	958.12	63.87 %
100-402-65019	Propane/Natural Gas	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
Department: 402 - Aquatics Total:		120,331.24	120,331.24	5,333.97	27,424.59	92,906.65	77.21%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	5,060.00	5,060.00	0.00	0.00	5,060.00	100.00 %
100-404-64016	FD Event Supplies	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-404-64017	FD Event Tent, Table, & Chairs	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
100-404-64018	FD Barricades	19,874.00	19,874.00	0.00	0.00	19,874.00	100.00 %
100-404-65007	Portable Toilets	7,150.00	7,150.00	0.00	0.00	7,150.00	100.00 %
100-404-65016	FD Electricity	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00 %
100-404-66008	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
100-404-66009	FD Publicity	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
100-404-66010	Events, Entertainment & Activities	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-404-66012	FD Sponsorship	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-404-68005	FD Security	20,000.00	20,000.00	887.98	887.98	19,112.02	95.56 %
100-404-70002	FD Contingencies	416.00	416.00	0.00	0.00	416.00	100.00 %
Department: 404 - Founders Day Total:		99,550.00	99,550.00	887.98	887.98	98,662.02	99.11%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	5,000.00	22,708.00	-22,708.00	0.00 %
100-500-60002	Overtime	0.00	0.00	0.00	281.25	-281.25	0.00 %
100-500-61000	Health Insurance	0.00	0.00	14.04	62.64	-62.64	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	34.74	156.33	-156.33	0.00 %
100-500-61002	Medicare	0.00	0.00	72.50	333.35	-333.35	0.00 %
100-500-61003	Social Security	0.00	0.00	310.00	1,425.34	-1,425.34	0.00 %
100-500-61004	Unemployment	0.00	0.00	80.00	80.00	-80.00	0.00 %
100-500-61006	TMRS	0.00	0.00	300.00	1,379.36	-1,379.36	0.00 %
100-500-64003	Uniforms	0.00	0.00	189.00	254.00	-254.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-500-68000	Emergency Management Equip	50,970.00	50,970.00	3,838.01	7,353.85	43,616.15	85.57 %
100-500-68001	Emergency Fire & Safety	2,118.00	2,118.00	83.00	332.00	1,786.00	84.32 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	505.00	505.00	1,495.00	74.75 %
100-500-68003	Emergency Equipment Maint	5,860.00	5,860.00	478.80	694.78	5,165.22	88.14 %
Department: 500 - Emergency Management Total:		60,948.00	60,948.00	10,905.09	35,565.90	25,382.10	41.65%
Expense Total:		9,422,192.41	9,545,281.30	569,683.52	2,127,232.45	7,418,048.85	77.71%
Fund: 100 - General Fund Surplus (Deficit):		565,882.22	476,793.33	1,433,637.25	2,247,404.32	1,770,610.99	-371.36%

Fund: 200 - Dripping Springs Ranch Park

Revenue

Department: 401 - DSRP

200-401-42008	Riding Permit Fees	10,000.00	10,000.00	1,180.00	5,625.00	-4,375.00	43.75 %
200-401-43010	Stall Rental Fees	39,200.00	39,200.00	5,575.00	13,074.75	-26,125.25	66.65 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	4,780.00	13,145.00	-5,855.00	30.82 %
200-401-43012	Facility Rental Fees	135,500.00	135,500.00	10,368.75	51,906.25	-83,593.75	61.69 %
200-401-43013	Equipment Rental Fees	5,000.00	5,000.00	972.38	1,132.38	-3,867.62	77.35 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	830.00	1,605.00	-2,395.00	59.88 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	1,975.00	8,300.00	-16,700.00	66.80 %
200-401-44000	Sponsorships & Donations	136,275.00	136,275.00	0.00	2,445.00	-133,830.00	98.21 %
200-401-44002	Program & Event Fees	84,275.00	84,275.00	8,015.00	50,552.45	-33,722.55	40.01 %
200-401-46001	Other Revenues	4,000.00	4,000.00	0.00	120.00	-3,880.00	97.00 %
200-401-46002	Interest	600.00	600.00	93.44	334.95	-265.05	44.18 %
200-401-46003	Sponsorships/Donations	0.00	0.00	1.00	3.00	3.00	0.00 %
200-401-46006	Merchandise Sales	21,300.00	21,300.00	2,727.00	6,759.00	-14,541.00	68.27 %
200-401-47004	Transfer from Ag Facility Fund	37,065.00	37,065.00	0.00	0.00	-37,065.00	100.00 %
200-401-47005	Transfer from HOT Fund	253,501.87	268,501.87	0.00	0.00	-268,501.87	100.00 %
200-401-47007	Transfer from General Fund	75,000.00	75,000.00	0.00	0.00	-75,000.00	100.00 %
200-401-47008	Transfer from TWDB	151,500.00	0.00	0.00	0.00	0.00	0.00 %
Department: 401 - DSRP Total:		1,001,216.87	864,716.87	36,517.57	155,002.78	-709,714.09	82.07%
Revenue Total:		1,001,216.87	864,716.87	36,517.57	155,002.78	-709,714.09	82.07%

Expense

Department: 400 - Parks & Recreation

200-400-63035	Ranch House Maintenance	1,000.00	1,000.00	479.94	2,225.32	-1,225.32	-122.53 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		2,000.00	2,000.00	479.94	2,225.32	-225.32	-11.27%

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	64,054.20	64,054.20	0.00	0.00	64,054.20	100.00 %
200-401-62003	Special Counsel and Consultants	0.00	0.00	86.50	1,141.80	-1,141.80	0.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	3,514.92	12,594.22	-12,594.22	0.00 %
200-401-63001	Equipment Maintenance	16,000.00	16,000.00	655.71	5,450.72	10,549.28	65.93 %
200-401-63002	Fleet Maintenance	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
200-401-63003	Lawn Maintenance	0.00	0.00	0.00	2,560.00	-2,560.00	0.00 %
200-401-63004	Dues, Fees & Subscriptions	9,561.94	9,561.94	1,502.23	10,207.98	-646.04	-6.76 %
200-401-63005	Training/Continuing Education	400.00	400.00	109.95	164.95	235.05	58.76 %
200-401-63023	General Maintenance	118,518.92	133,518.92	1,189.14	6,825.62	126,693.30	94.89 %
200-401-63024	Stall Cleaning & Repair	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
200-401-63033	Program Fees	0.00	0.00	0.00	1,944.54	-1,944.54	0.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	652.80	1,468.72	8,531.28	85.31 %
200-401-64002	Software	0.00	0.00	0.00	31.92	-31.92	0.00 %
200-401-64003	Uniforms	0.00	0.00	199.95	-0.01	0.01	0.00 %
200-401-64004	Office Furniture and Equipment	0.00	0.00	0.00	169.99	-169.99	0.00 %
200-401-64005	Equipment Rental	2,000.00	2,000.00	0.00	319.95	1,680.05	84.00 %
200-401-64006	Fleet Acquisition	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
200-401-64008	Fuel	0.00	0.00	0.00	1,245.61	-1,245.61	0.00 %
200-401-64009	Maintenance Equipment	0.00	0.00	0.00	2,467.00	-2,467.00	0.00 %
200-401-64010	Maintenance Supplies	0.00	0.00	0.00	431.06	-431.06	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-64011	Park Supplies	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00 %
200-401-64015	Park Program & Event Supplies	13,950.00	13,950.00	420.00	21,366.96	-7,416.96	-53.17 %
200-401-64021	Merchandise	11,402.63	11,402.63	5,283.00	5,283.00	6,119.63	53.67 %
200-401-64023	Equipment	26,922.00	26,922.00	0.00	267.38	26,654.62	99.01 %
200-401-65000	Network/Phone	56,304.00	56,304.00	650.33	2,436.04	53,867.96	95.67 %
200-401-65004	Office Water	0.00	7,000.00	582.00	2,498.54	4,501.46	64.31 %
200-401-65005	Stephenson Bldg Electric	7,000.00	0.00	0.00	0.00	0.00	0.00 %
200-401-65007	Portable Toilets	5,953.40	5,953.40	65.00	260.00	5,693.40	95.63 %
200-401-65008	Alarm	1,112.40	1,112.40	0.00	0.00	1,112.40	100.00 %
200-401-65017	Electricity	60,000.00	60,000.00	6,466.26	27,183.03	32,816.97	54.69 %
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	1,130.63	2,071.89	428.11	17.12 %
200-401-65020	On Call Phone	2,060.00	2,060.00	0.00	0.00	2,060.00	100.00 %
200-401-66002	Postage & Shipping	100.00	100.00	0.00	3.10	96.90	96.90 %
200-401-66010	Events, Entertainment & Activities	0.00	0.00	0.00	2,100.00	-2,100.00	0.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	692.38	19,307.62	96.54 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007	Sponsored Events	34,800.00	34,800.00	0.00	2,408.41	32,391.59	93.08 %
200-401-70013	DSRP Sales Tax	0.00	0.00	376.73	728.89	-728.89	0.00 %
200-401-71008	DSRP Improvements	0.00	151,500.00	0.00	0.00	151,500.00	100.00 %
200-401-90013	Transfer to Vehicle Replacement Fu	5,731.00	5,731.00	0.00	0.00	5,731.00	100.00 %
Department: 401 - DSRP Total:		583,720.49	750,220.49	22,885.15	114,323.69	635,896.80	84.76%
Expense Total:		585,720.49	752,220.49	23,365.09	116,549.01	635,671.48	84.51%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):		415,496.38	112,496.38	13,152.48	38,453.77	-74,042.61	65.82%

Fund: 400 - Wastewater Utility

Revenue							
Department: 000 - Undesignated							
400-000-43024	Over Use Fees	134,550.60	134,550.60	0.00	0.00	-134,550.60	100.00 %
400-000-46001	Other Revenues	0.00	0.00	-151,763.65	-69,718.82	-69,718.82	0.00 %
Department: 000 - Undesignated Total:		134,550.60	134,550.60	-151,763.65	-69,718.82	-204,269.42	151.82%

Department: 300 - Utilities							
400-300-41001	PEC Franchise Fee	130,000.00	130,000.00	0.00	44,392.04	-85,607.96	65.85 %
400-300-41002	ROW Fees	6,000.00	6,000.00	32.30	1,480.63	-4,519.37	75.32 %
400-300-41003	Cable Franchise Fees	130,000.00	130,000.00	0.00	38,824.96	-91,175.04	70.13 %
400-300-41004	Texas Gas Franchise Fees	3,000.00	3,000.00	3,609.11	3,609.11	609.11	120.30 %
400-300-43018	Wastewater Service Fees	0.00	945,095.04	206,115.25	387,325.42	-557,769.62	59.02 %
400-300-43019	Water Service Fees	945,095.04	0.00	0.00	0.00	0.00	0.00 %
400-300-43020	Late Fees	9,480.00	9,480.00	3,459.45	5,594.72	-3,885.28	40.98 %
400-300-43021	Delayed Connection Fees	157,850.00	157,850.00	0.00	2,500.00	-155,350.00	98.42 %
400-300-43023	Transfer Fees	9,600.00	9,600.00	960.00	2,550.00	-7,050.00	73.44 %
400-300-43024	Over Use Fees	0.00	0.00	17,461.77	37,221.50	37,221.50	0.00 %
400-300-46001	Other Revenues	95,000.00	95,000.00	0.00	0.00	-95,000.00	100.00 %
400-300-46002	Interest	50,000.00	50,000.00	6,136.51	25,027.87	-24,972.13	49.94 %
400-300-47008	Transfer from TWDB	6,520,000.00	6,520,000.00	0.00	0.00	-6,520,000.00	100.00 %
400-300-47009	Transfer 1/4% Sales Tax	759,225.14	759,225.14	128,325.88	336,493.27	-422,731.87	55.68 %
Department: 300 - Utilities Total:		8,815,250.18	8,815,250.18	366,100.27	885,019.52	-7,930,230.66	89.96%
Revenue Total:		8,949,800.78	8,949,800.78	214,336.62	815,300.70	-8,134,500.08	90.89%

Expense							
Department: 300 - Utilities							
400-300-60000	Regular Employees	246,000.00	246,000.00	15,972.96	59,120.65	186,879.35	75.97 %
400-300-60002	Overtime	0.00	0.00	518.55	1,202.10	-1,202.10	0.00 %
400-300-60003	On Call Pay	10,400.00	10,400.00	800.00	2,200.00	8,200.00	78.85 %
400-300-61000	Health Insurance	28,931.49	28,931.49	1,671.62	5,605.51	23,325.98	80.62 %
400-300-61001	Dental Insurance	1,806.72	1,806.72	104.22	347.40	1,459.32	80.77 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-61002	0.00	0.00	250.30	905.20	-905.20	0.00 %
400-300-61003	0.00	0.00	1,070.28	3,870.44	-3,870.44	0.00 %
400-300-61004	0.00	0.00	276.66	634.49	-634.49	0.00 %
400-300-61005	20,622.60	20,622.60	0.00	0.00	20,622.60	100.00 %
400-300-61006	15,384.00	15,384.00	1,037.49	3,751.34	11,632.66	75.62 %
400-300-62001	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-300-62002	217,500.00	217,500.00	10,577.79	10,577.79	206,922.21	95.14 %
400-300-62003	35,000.00	35,000.00	22,141.17	22,141.17	12,858.83	36.74 %
400-300-62019	50,000.00	50,000.00	1,900.00	5,065.26	44,934.74	89.87 %
400-300-62020	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
400-300-63001	0.00	0.00	0.00	10.99	-10.99	0.00 %
400-300-63002	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
400-300-63005	8,000.00	8,000.00	495.00	495.00	7,505.00	93.81 %
400-300-63009	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-300-63025	63,100.00	63,100.00	4,455.58	6,647.58	56,452.42	89.47 %
400-300-63026	70,000.00	70,000.00	1,880.80	10,712.54	59,287.46	84.70 %
400-300-63027	65,000.00	90,000.00	3,967.51	7,905.01	82,094.99	91.22 %
400-300-63028	40,600.00	40,600.00	4,169.08	10,131.03	30,468.97	75.05 %
400-300-63029	39,000.00	39,000.00	0.00	15,203.52	23,796.48	61.02 %
400-300-63030	25,000.00	25,000.00	76.89	5,689.72	19,310.28	77.24 %
400-300-63031	80,000.00	80,000.00	16,231.21	37,795.57	42,204.43	52.76 %
400-300-63033	9,000.00	9,000.00	2,168.00	3,752.91	5,247.09	58.30 %
400-300-63034	53,500.00	53,500.00	1,174.81	15,633.56	37,866.44	70.78 %
400-300-64001	0.00	0.00	0.00	44.26	-44.26	0.00 %
400-300-64003	2,800.00	2,800.00	241.25	1,476.86	1,323.14	47.26 %
400-300-64006	46,400.00	46,400.00	-3,300.00	34,843.00	11,557.00	24.91 %
400-300-64008	5,000.00	5,000.00	116.41	245.83	4,754.17	95.08 %
400-300-64010	10,000.00	45,000.00	3,280.94	15,161.24	29,838.76	66.31 %
400-300-64022	9,600.00	9,600.00	788.21	2,496.02	7,103.98	74.00 %
400-300-64023	123,240.00	123,240.00	3,272.85	10,117.78	113,122.22	91.79 %
400-300-65000	8,904.00	8,904.00	300.19	889.42	8,014.58	90.01 %
400-300-65017	73,500.00	73,500.00	6,208.39	25,693.56	47,806.44	65.04 %
400-300-70001	0.00	0.00	0.00	75.82	-75.82	0.00 %
400-300-70003	52,000.00	52,000.00	10.00	10.00	51,990.00	99.98 %
400-300-71000	2,225,000.00	2,225,000.00	0.00	0.00	2,225,000.00	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	747,500.00	747,500.00	35,458.32	79,925.61	667,574.39	89.31 %
400-300-72003	0.00	0.00	13,081.36	29,357.58	-29,357.58	0.00 %
400-300-72004	760,000.00	760,000.00	14,600.00	15,500.00	744,500.00	97.96 %
400-300-72005	0.00	0.00	0.00	244,855.92	-244,855.92	0.00 %
400-300-90010	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
Department: 300 - Utilities Total:	10,250,988.81	10,310,988.81	164,997.84	690,091.68	9,620,897.13	93.31%
Expense Total:	10,250,988.81	10,310,988.81	164,997.84	690,091.68	9,620,897.13	93.31%
Fund: 400 - Wastewater Utility Surplus (Deficit):	-1,301,188.03	-1,361,188.03	49,338.78	125,209.02	1,486,397.05	109.20%
Report Surplus (Deficit):	-319,809.43	-771,898.32	1,496,128.51	2,411,067.11	3,182,965.43	412.36%

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	6,992,588.77	7,016,588.77	1,512,799.10	2,809,520.87	-4,207,067.90	59.96%
103 - Courts	250.00	250.00	0.00	0.00	-250.00	100.00%
200 - Planning & Development	1,020,114.66	1,020,114.66	293,059.80	845,633.71	-174,480.95	17.10%
201 - Building	1,510,000.00	1,510,000.00	188,886.87	704,271.14	-805,728.86	53.36%
400 - Parks & Recreation	254,971.20	264,971.20	325.00	5,331.10	-259,640.10	97.99%
402 - Aquatics	110,600.00	110,600.00	0.00	1,629.95	-108,970.05	98.53%
404 - Founders Day	99,550.00	99,550.00	8,250.00	8,250.00	-91,300.00	91.71%
Revenue Total:	9,988,074.63	10,022,074.63	2,003,320.77	4,374,636.77	-5,647,437.86	56.35%
Expense						
000 - Undesignated	3,785,874.64	3,842,021.03	36,273.71	159,903.64	3,682,117.39	95.84%
100 - City Council/Boards & Commissions	24,500.00	24,500.00	0.00	520.00	23,980.00	97.88%
101 - City Administrators Office	0.00	0.00	41,202.52	184,914.41	-184,914.41	0.00%
102 - City Secretary	20,570.00	20,570.00	9,312.10	40,449.09	-19,879.09	-96.64%
103 - Courts	15,500.00	15,500.00	0.00	1,062.50	14,437.50	93.15%
104 - City Attorney	59,000.00	59,000.00	15,095.47	66,884.48	-7,884.48	-13.36%
105 - Communications	14,113.00	14,113.00	7,118.10	32,332.70	-18,219.70	-129.10%
106 - IT	267,032.00	267,032.00	22,659.76	92,880.37	174,151.63	65.22%
107 - Finance	1,178,377.98	1,178,377.98	209,671.70	532,990.04	645,387.94	54.77%
200 - Planning & Development	303,500.00	327,500.00	27,876.19	124,924.52	202,575.48	61.86%
201 - Building	751,000.00	751,000.00	15,027.55	267,547.66	483,452.34	64.37%
300 - Utilities	775,000.00	775,000.00	24,061.57	100,632.04	674,367.96	87.02%
304 - Maintenance	1,225,485.25	1,225,485.25	48,947.19	212,258.34	1,013,226.91	82.68%
400 - Parks & Recreation	240,963.90	283,906.40	61,561.63	100,607.17	183,299.23	64.56%
401 - DSRP	480,446.40	480,446.40	33,748.99	145,447.02	334,999.38	69.73%
402 - Aquatics	120,331.24	120,331.24	5,333.97	27,424.59	92,906.65	77.21%
404 - Founders Day	99,550.00	99,550.00	887.98	887.98	98,662.02	99.11%
500 - Emergency Management	60,948.00	60,948.00	10,905.09	35,565.90	25,382.10	41.65%
Expense Total:	9,422,192.41	9,545,281.30	569,683.52	2,127,232.45	7,418,048.85	77.71%
Fund: 100 - General Fund Surplus (Deficit):	565,882.22	476,793.33	1,433,637.25	2,247,404.32	1,770,610.99	-371.36%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,001,216.87	864,716.87	36,517.57	155,002.78	-709,714.09	82.07%
Revenue Total:	1,001,216.87	864,716.87	36,517.57	155,002.78	-709,714.09	82.07%
Expense						
400 - Parks & Recreation	2,000.00	2,000.00	479.94	2,225.32	-225.32	-11.27%
401 - DSRP	583,720.49	750,220.49	22,885.15	114,323.69	635,896.80	84.76%
Expense Total:	585,720.49	752,220.49	23,365.09	116,549.01	635,671.48	84.51%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	415,496.38	112,496.38	13,152.48	38,453.77	-74,042.61	65.82%
Fund: 400 - Wastewater Utility						
Revenue						
000 - Undesignated	134,550.60	134,550.60	-151,763.65	-69,718.82	-204,269.42	151.82%
300 - Utilities	8,815,250.18	8,815,250.18	366,100.27	885,019.52	-7,930,230.66	89.96%
Revenue Total:	8,949,800.78	8,949,800.78	214,336.62	815,300.70	-8,134,500.08	90.89%
Expense						
300 - Utilities	10,250,988.81	10,310,988.81	164,997.84	690,091.68	9,620,897.13	93.31%
Expense Total:	10,250,988.81	10,310,988.81	164,997.84	690,091.68	9,620,897.13	93.31%
Fund: 400 - Wastewater Utility Surplus (Deficit):	-1,301,188.03	-1,361,188.03	49,338.78	125,209.02	1,486,397.05	109.20%
Report Surplus (Deficit):	-319,809.43	-771,898.32	1,496,128.51	2,411,067.11	3,182,965.43	412.36%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	565,882.22	476,793.33	1,433,637.25	2,247,404.32	1,770,610.99
200 - Dripping Springs Ranch Park	415,496.38	112,496.38	13,152.48	38,453.77	-74,042.61
400 - Wastewater Utility	-1,301,188.03	-1,361,188.03	49,338.78	125,209.02	1,486,397.05
Report Surplus (Deficit):	-319,809.43	-771,898.32	1,496,128.51	2,411,067.11	3,182,965.43



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, February 01, 2022 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 6:00 p.m.

City Council Members present were:

Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 April Harris Allison
Council Member Place 5 Sherrie Parks

Council Member absent was:

Council Member Place 2 Wade King

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Planning Assistant Warlan Rivera
Farmers Market Manager Charlie Reed
Public Works Director Aaron Reed
Community Events Coordinator Caylie Houchin
Programs and Aquatics Manager Mack Rusick
Farmers Market Specialist Johnna Krantz
Communications Director Lisa Sullivan
DSRP Manager Emily Nelson
Farmers Market Committee Chair Gouri Johannsen
Farmers Market Committee Vice Chair Marianne Simmons

WORKSHOP

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

1. Presentation regarding 90 day operations of the South Regional Water Reclamation Facility.

Presentation was postponed to the February 15, 2022, regular City Council meeting.

2. Presentation regarding the City of Dripping Springs Temporary Development Moratorium. Sponsor: Mayor Foulds, Jr.

Laura Mueller gave a presentation which is on file.

3. Presentation on options for updates to the Zoning Ordinance related to Accessory Dwelling Units. Sponsor: Mayor Foulds, Jr.

Tory Carpenter gave a presentation which is on file. Direction was given to staff to work with Council Members Tahuahua and Harris-Allison on updates to the ordinance.

4. Update and discussion regarding Coronavirus Local Fiscal Recovery Funds (CLFRF).

Shawn Cox gave a presentation which is on file.

CITY COUNCIL REGULAR MEETING

PLEDGE OF ALLEGIANCE

Council Member Tahuahua 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 Presentation of Citizens.

CONSENT AGENDA

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

agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

5. **Approval of the January 11, 2022, City Council regular meeting minutes.**
6. **Approval of the January 18, 2022, City Council & Board of Adjustment regular meeting minutes.**
7. **Approval of an Ordinance calling the General Election for Officers to be held May 7, 2022 and making provision for the conduct of the Election and resolving other matters incident and relating to the holding of such election.**

Filed as Ordinance No. 2022-02

8. **Approval of correction related to Ordinance 2021-41 and Municipal Services Agreement regarding the Voluntary Annexation by request of property owners of approximately 112.2903 acres of land into the incorporated municipal boundaries of the City of Dripping Springs, commonly known as Village Grove and regarding correction to Exhibit "C" related to the total acreage to be annexed.**
9. **Approval of authorization for the City Administrator to approve and execute all Founders Day Goods and Services Participation Agreements that are budgeted. Sponsor: Council Member Parks.**
10. **Approval of the Appointment of Steve Mallett to the Historic Preservation Commission for an unexpired term ending June 30, 2023.**
11. **Approval of a Resolution of the City of Dipping Springs, Texas, Approving and Accepting a Construction Bond for Driftwood Club Core Phase 3 Water and Wastewater.**

Filed as Resolution No. 2022-R07

12. **Approval of the Appointment of Charles Busbey to the Utility Commission for an unexpired term ending June 30, 2022. Sponsor: Mayor Foulds, Jr.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 5 – 12. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

MORATORIUM WAIVERS

13. **Discuss and consider approval of a Waiver Application from the temporary development moratorium for a commercial development at 4400 W US 290. Applicant: Jugo Elizondo, Jr.**

a. Applicant Presentation – Applicant Jugo Elizondo gave a presentation on the item.

b. Staff Report – Tory Carpenter presented the staff report which is on file.

c. Waiver Application – A motion was made by Council Member Parks to approve a Waiver Application from the temporary development moratorium for a commercial development at 4400 W US 290. Council Member Tahuahua seconded the motion which carried 3 to 1 to 0, with Mayor Pro Tem Manassian opposed.

14. Discuss and consider approval of a Waiver Application from the temporary development moratorium for the Hays Street Subdivision. Applicant: Joe Grasso

Mayor Pro Tem Manassian recused from this item and left the dais.

a. Applicant Presentation – John Doucet with Doucet & Associates gave a presentation on the item.

b. Staff Report – Tory Carpenter presented the staff report which is on file.

c. Waiver Application – A motion was made by Council Member Harris-Allison to approve a Waiver Application from the temporary development moratorium for the Hays Street Subdivision. Council Member Tahuahua seconded the motion which carried 3 to 0 to 1, with Mayor Pro Tem Manassian recused.

Mayor Pro Tem Manassian returned to the dais.

BUSINESS AGENDA

Mayor Foulds, Jr. left the dais and Mayor Pro Tem Manassian presided over the meeting.

15. Discuss and consider approval of a Professional Services Agreement with HDR Engineering, Inc. regarding 2022 Transportation Services and authorization for City Staff to negotiate and execute the agreement and to issue Task Orders No. 1, No. 2, No. 3, No. 4 and No. 5. Sponsor: Council Member Tahuahua

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

A motion was made by Council Member Tahuahua to approve a Professional Services Agreement with HDR Engineering, Inc. regarding 2022 Transportation Services and authorization for City Staff to negotiate and execute the agreement and to issue Task Orders No. 1, No. 2, No. 3, No. 4 and No. 5. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

16. Discuss and consider approval of Parks & Community Services Seasonal Program and Aquatics Staff Job Descriptions: Swim Instructor; Swim Aide; Customer Service Specialist; Head Lifeguard; Lifeguard; Adult Softball Coordinator; Adult Softball Umpire; and Adult Softball Scorekeeper. Sponsor: Council Member Parks.

Mack Rusick presented the staff report which is on file. Staff recommends approval of the job descriptions.

Mayor Foulds, Jr., returned to the dais and presided over the remainder of the meeting.

A motion was made by Council Member Parks to approve of Parks & Community Services Seasonal Program and Aquatics Staff Job Descriptions: Swim Instructor; Swim Aide; Customer Service Specialist; Head Lifeguard; Lifeguard; Adult Softball Coordinator; Adult Softball Umpire; and Adult Softball Scorekeeper, with staff direction to provide the cost difference of contract versus employee for softball positions. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

- 17. Discuss and consider approval of a Use Agreement between the City of Dripping Springs and Dr. Pound Historical Farmstead related to the operation of the Dripping Springs Farmers Market. Sponsor: Council Member Parks.**

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

A motion was made by Council Member Parks to approve a Use Agreement between the City of Dripping Springs and Dr. Pound Historical Farmstead related to the operation of the Dripping Springs Farmers Market. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

- 18. Discuss and consider approval of the 2022 Founders Day Festival Facilities Use Agreement between the Dripping Springs Lions Club, the Dripping Springs Independent School District, and the City of Dripping Springs for the Use of District Property for Founders Day activities, including, but not limited to, the Parade and Carnival. Sponsor: Council Member Parks.**

Caylie Houchin presented the staff report which is on file. Staff recommends approval of the use agreement.

A motion was made by Council Member Parks to approve the 2022 Founders Day Festival Facilities Use Agreement between the Dripping Springs Lions Club, the Dripping Springs Independent School District, and the City of Dripping Springs for the Use of District Property for Founders Day activities, including, but not limited to, the Parade and Carnival Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

Via unanimous consent, the City Council considered items 19 – 21 concurrently.

- 19. Discuss and consider approval of a Joint Election Agreement between the City of Dripping Springs and Hays County for shared location and costs related to the May 2022 Municipal Elections.**
- 20. Discuss and consider approval of an Election Services Agreement between the City of Dripping Springs and Hays County Election Administrator related to the administration of the May 2022 Municipal Elections.**
- 21. Discuss and consider approval of a Joint Election Agreement between the City of Dripping Springs and Dripping Springs Independent School District for shared locations and costs related to the May 2022 Municipal Elections.**

A motion was made by Council Member Tahuahua to approve a Joint Election Agreement between the City of Dripping Springs and Hays County for shared location and costs related to the May 2022 Municipal Elections, an Election Services Agreement between the City of Dripping Springs and Hays County Election Administrator related to the administration of the May 2022 Municipal Elections, and a Joint Election Agreement between the City of Dripping Springs and Dripping Springs Independent School District for shared locations and costs related to the May 2022 Municipal Elections.. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

Council Member Tahuahua left the dais and exited the Council Chambers.

22. Discuss and consider adoption of City of the Dripping Springs budget calendar for Fiscal Year 2022.

Shawn Cox presented the calendar. Staff recommends adoption of the calendar.

A motion was made by Council Member Harris-Allison to approve adoption of City of the Dripping Springs budget calendar for Fiscal Year 2022. Council Member Parks seconded the motion which carried unanimously 3 to 0.

Via unanimous consent, the City Council considered Business Agenda Items 23 – 24 concurrently.

23. Discuss and consider approval of an Agreement between the City of Dripping Springs and Ginger Faught for City Administrator Services. Sponsor: Mayor Foulds, Jr.

24. Discuss and consider approval of an Agreement between the City of Dripping Springs and Michelle Fischer for City Administrator Services. Sponsor: Mayor Foulds, Jr.

Laura Mueller presented the staff report which is on file.

Council Member Tahuahua returned to the dais.

A motion was made by Council Member Harris-Allison to approve an Agreement between the City of Dripping Springs and Ginger Faught for City Administrator Services and an Agreement between the City of Dripping Springs and Michelle Fischer for City Administrator Services. Council Member Parks seconded the motion which carried unanimously 4 to 0.

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.

Report is on file and available for review upon request.

25. Transportation Committee Report

Travis Crow, Chair

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real

Property and regarding Executive Session Agenda Item 28. Council Member Harris-Allison 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.

- 26. Consultation with City Attorney regarding legal issues related to city administrator contracts and deliberation of appointment, employment, evaluation, reassignment, and duties, discipline of the city administrator and deputy city administrator.** *Consultation with Attorney, 551.071; Deliberation of Personnel Matters, 551.074*
- 27. Consultation with City Attorney and Deliberation on Real Property related to easements for road improvements at Roger Hanks Parkway and South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072*
- 28. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

The City Council met in Executive Session from 8:21 p.m. – 8:25 p.m.

No action or vote was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:25 p.m.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

February 8, 2022, at 5:00 p.m. (Exceptions & Waivers)

February 15, 2022, at 6:00 p.m. (CC)

February 22, 2022, at 5:00 p.m. (Exceptions & Waivers)

Board, Commission & Committee Meetings

February 2, 2022, Dripping Springs Ranch Park Board at 11:00 p.m.

February 3, 2022, Historic Preservation Commission at 4:00 p.m.

February 7, 2022, Parks & Recreation Commission at 6:00 p.m.

February 8, 2022, Planning & Zoning Commission at 6:00 p.m.

February 9, 2022, Utility Commission at 4:00 p.m.

February 14, 2022, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

February 14, 2022, Founders Day Commission at 6:30 p.m.

ADJOURN

A motion was made by Council Member Parks to adjourn the meeting. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

This regular meeting adjourned at 8:26 p.m.

APPROVED ON: February 15, 2022

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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: February 15, 2022

Agenda Item Wording: **A Resolution of the City of Dipping Springs, Texas, Approving and Accepting a Construction Bond for Driftwood Subdivision Phase 2 Water and Wastewater**

Agenda Item Requestor:

Summary/Background: The Driftwood Subdivision Phase 2 has construction plans and an Engineer’s cost estimate for construction of all public improvements. Fiscal surety is being posted to the City in the form of a construction bond in the amount of the cost of the water and wastewater infrastructure to be owned and operated by the City. All other public improvements are to be covered in a construction bond to Hays County.

Commission Recommendations:

Recommended Council Actions: City staff recommends approval.

Attachments:

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

BOND # 800132299

KNOW ALL MEN BY THESE PRESENTS, That we, Driftwood Golf and Ranch Club as Principal, and Atlantic Specialty Insurance Company, a Corporation of the State of New York, authorized to write Surety Bonds in the State of New York, as Surety, are jointly and severally held and firmly bound unto the CITY OF DRIPPING SPRINGS in the sum of Two Hundred Eight Thousand Four Hundred Eighty-One and 98/100 Dollars (\$208,481.98) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the CITY OF DRIPPING SPRINGS has required the Principal to post fiscal surety for the following purpose:

To ensure completion of the following improvements: Water and Wastewater Improvements for Driftwood Subdivision, Phase Two

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter of request from the CITY OF DRIPPING SPRINGS signed by the City Administrators of City Engineer or designee stating that the CITY OF DRIPPING SPRINGS considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete under the inspection and to the satisfaction of the CITY OF DRIPPING SPRINGS and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 19th day of January, 2022.

Driftwood Golf and Ranch Club


PRINCIPAL

BY: 

President

Atlantic Specialty Insurance Company

SURETY

BY: 

Brook T. Smith, Attorney-in-Fact

582 Thurman Roberts Way

Mailing Address

Driftwood, TX 78619

City, State & Zip Code

605 Highway 169 North, Suite 800

Mailing Address

Plymouth, MN 55441

City, State & Zip Code



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

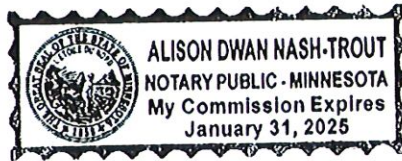
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trou
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of January, 2022

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2022-R__

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR DRIFTWOOD SUBDIVISION PHASE 2, WATER AND WASTEWATER; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, An engineering estimate for the City of Dripping Springs (“City”) water and wastewater improvements (“Work”) for Driftwood Creek Subdivision Phase 2 has been met with a bond (“Bond”) by Atlantic Specialty Insurance Company (“Surety”) to begin such Work; and

WHEREAS, City staff has reviewed the attached Bond and found it acceptable and in compliance with the City’s code; and

WHEREAS, the City Council of the City of Dripping Springs (“Council”) deems this bond is sufficient and is in the best interest of the City to approve and accept the Bond; and

WHEREAS, the 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 Dripping Springs City Council:

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of water and wastewater improvements for Driftwood Subdivision Phase 2, Bond number 800132299 in the sum of \$208,481.98 attached hereto as Attachment “A” and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.
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.

APPROVED this, the 15th day of February 2022 by a vote of ____ (ayes), ____ (nays), and ____ (abstentions) of the City of Dripping Springs City Council.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

(INSERT BOND)



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

Submitted By: Laura Mueller, City Attorney; David Tuckfield, Utility Counsel

Council Meeting Date: February 15, 2022

Agenda Item Wording: **Approval of a Resolution adopting a Drought Contingency Plan for the City of Dripping Springs.** *Sponsor: Mayor Foulds, Jr.*

Agenda Item Requestor: David Tuckfield, Utility Counsel

Summary/Background: In order for the City to submit for an LCRA raw water contract, the City is required to adopt a Drought Contingency Plan. David Tuckfield, our Utility Counsel, drafted the attached. The draft plan is based on a template plan provided to David Tuckfield from LCRA.

Commission Recommendations: N/A

Recommended Council Actions: Approve the Draft Contingency Plan.

Attachments: Resolution and Draft Contingency Plan.

Next Steps/Schedule: Once approved this will be transmitted to LCRA as needed.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2022-R_____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,
ADOPTING A DROUGHT CONTINGENCY PLAN; MAKING FINDINGS OF
FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable water restrictions for its users; and

WHEREAS, the City Council recognizes that it is the best interest of its residents, visitors, and business to adopt and implement the Drought Contingency Plan; and

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

WHEREAS, pursuant to Chapter 552 of the Texas Local Government Code, the City has the authority to regulate water usage as it relates to its water customers; and

WHEREAS, the City of Dripping Springs desires to establish a drought contingency plan.

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

- 1. Findings of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.
- 2. Drought Contingency Plan:** The Drought Contingency Plan, as presented herein as Attachment "A", is hereby adopted and approved.
- 3. Effective Date:** This resolution shall be effective from and after its approval and passage.
- 4. Meeting:** 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 February 2022.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

**Drought Contingency Plan
For Municipal Water Use**

For

The City of Dripping Springs, Texas

**Prepared By: The AL Law Group, PLLC
February 2022**

Table of Contents

1.0	Declaration of Policy, Purpose, and Intent	3
2.0	Authorization	3
3.0	Public Education	3
4.0	Coordination with Regional Planning Groups.....	3
5.0	Notice Requirements.....	4
6.0	Permanent Water Use Restrictions	4
7.0	Initiation and Termination of Response Stages	4
7.1	Triggering Criteria for Initiation and Termination of Drought Response Stages.....	5
8.0	Drought Response Measures.....	8
8.1	Targets for Water-Use Reductions.....	8
8.2	Retail Customers Measures.....	8
8.3	Wholesale Treated Customers	17
9.0	Enforcement.....	18
9.1	Enforcement Provisions	18
9.2	Variances.....	18
9.3	Plan Updates	19
10	Appendices.....	20
	Appendix A – Recommended Watering Schedules	20
	Appendix B – Enforcement Provisions for Municipalities	22
	Appendix C – Enforcement Provisions for Water Districts	24
	Appendix D – Enforcement Provisions for Water Supply Corporations and Investor-Owned Utilities	25
	Appendix E – Drought Response Retail Enforcement Process for Municipalities.....	26
	Appendix F – Drought Response Retail Enforcement Process for Water Districts and Investor-Owned Utilities.....	27
	Appendix G – Example Authorization to Implement and Approve Drought Contingency Plans ..	28

The City of Dripping Springs, Texas

DROUGHT CONTINGENCY PLAN FOR MUNICIPAL WATER USE

1.0 Declaration of Policy, Purpose, and Intent

The Lower Colorado River Authority (LCRA) provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential water usage. This Drought Contingency Plan (Plan) is designed to protect the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation and fire protection during the periods or other water supply emergencies.

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water.

2.0 Authorization

The designated manager or official of the City of Dripping Springs is hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The designated manager or official of the City of Dripping Springs shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. This authorization was designated as part of the plan's approval by the City Council of the City of Dripping Springs (*See Appendix G*).

3.0 Public Education

The designated manager or official of the City of Dripping Springs will periodically provide its employees, members, and the general public with information about this Plan, including the importance of the Plan, information about the conditions under which each stage of the Plan is to be initiated, processes used to reduce water use, and impending or current drought conditions.

4.0 Coordination with Regional Planning Groups

The City of Dripping Springs has provided a copy of this Plan to the Lower Colorado Regional Planning Group (Region K).

5.0 Notice Requirements

The City of Dripping Springs shall notify the executive director of the Texas Commission on Environmental Quality and LCRA General Manager in writing within five (5) business days of the implementation of any mandatory provisions of the Drought Contingency Plan.

6.0 Permanent Water Use Restrictions

The following restrictions apply to all the City of Dripping Springs water utility system(s) on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a water user must not:

- 1) Fail to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
- 2) Operate an irrigation system:
 - with a broken head;
 - with a head that is out of adjustment and the arc of the spray head is over a street or parking area; or
 - with a head that is fogging or misting because of excessive water pressure.
 - Between the hours of 10 a.m. and 7 p.m.
- 3) During irrigation, allow water:
 - to run off a property and form a stream of water in a street for a distance of 50 feet or greater; or
 - to pool in a street or parking lot to a depth greater than one-quarter of an inch.
- 4) Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler more than twice per week or outside scheduled days and times as indicated in Appendix A.

7.0 Initiation and Termination of Response Stages

The City of Dripping Springs' designated manager or official shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of this Plan in accordance with LCRA's Water Management Plan. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

Public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: bill inserts, e-mail and automated telephone calls, signs posted at entry points to the service area or a combination of these methods.

The following triggering criteria shall apply to the City of Dripping Springs' water utility system(s) and customer service area:

7.1 Triggering Criteria for Initiation and Termination of Drought Response Stages

- **STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)**
 - A. **Requirements for initiation** - Customers shall be requested to adhere to the Stage 1 Drought Response Measures when one or a combination of such triggering criteria occurs:
 1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 80 percent of the total operating system treatment capacity for three consecutive days, or 85 percent on a single day; or
 - For groundwater systems, when maximum daily usage equals or exceeds 70 percent of the pump's withdrawal capacity for three consecutive days.
 2. Water Supply:
 - Combined storage of Lakes Travis and Buchanan reaches 1.4 million acre-feet in accordance with the LCRA Drought Contingency Plan for Firm Water Customers (DCP).
 - B. **Requirements for termination** - Stage 1 of the plan may be rescinded when:
 1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 1 has ceased to exist for five consecutive days; or
 - The groundwater pumpage amounts have fallen below the 70 percent threshold, and remained below that level for five consecutive days.
 2. Water Supply:
 - LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.
- (2) **STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)**
 - A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 2 Drought Response Measures when one or a combination of such triggering criteria occurs:
 1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 93 percent of the total operating system treatment capacity for three consecutive days, or 95 percent on a single day; or
 - For groundwater systems, when maximum daily usage equals or exceeds 85 percent of the pump's withdrawal capacity for three consecutive days.
 2. Water Supply:
 - Combined storage of Lakes Travis and Buchanan reaches 900,000 acre-feet in accordance with the LCRA DCP.

B. Requirements for termination - Stage 2 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 2 has ceased to exist for five consecutive days; or
 - The groundwater pumpage amounts have fallen below the 85 percent threshold, and remained below that level for five consecutive days.
2. Water Supply:
 - LCRA announces that voluntary compliance to implement a utility's mandatory water restrictions are no longer needed in accordance with the LCRA DCP.

Upon termination of Stage 2, Stage 1 becomes operative.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

A. Requirements for initiation - Customers shall be required to adhere to the Stage 3 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 95 percent of the total operating system treatment capacity for three consecutive days, or 97 percent on a single day; or
 - For groundwater systems, when maximum daily usage equals or exceeds 95 percent of the pump's withdrawal capacity for three consecutive days.
2. Water Supply:
 - Combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, in accordance with the LCRA DCP, or
 - The LCRA Board declares a drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

B. Requirements for termination - Stage 3 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 3 has ceased to exist for five consecutive days; or
 - The groundwater pumpage levels have fallen below the 95 percent threshold and remained below that level for five consecutive days.
2. Water Supply:
 - LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 3, Stage 2 becomes operative.

(4) STAGE 4- Critical Water Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 4 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:
 - Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service.
2. Water Supply:
 - The LCRA Board declares a prolonged drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies at a level more severe than in Stage 3.

B. **Requirements for termination** - Stage 4 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 4 has ceased to exist for five consecutive days; or
2. Water Supply:
 - LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 4, Stage 3 becomes operative.

(5) STAGE 5- Emergency Water Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 5 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:
 - Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service.
2. Water Supply:
 - Natural or man-made contamination of the water supply source; or
 - Any other emergency water supply or demand conditions that the LCRA general manager or the LCRA Board determines that either constitutes a water supply emergency or is associated with a prolonged drought worse than the Drought of Record requiring the mandatory curtailment of firm water supplies at a level more severe than in Stage 4.

B. **Requirements for termination** - Stage 5 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 5 has ceased to exist for five consecutive days; or

2. Water Supply:

- LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 5, Stage 4 becomes operative.

8.0 Drought Response Measures

8.1 Targets for Water-Use Reductions

(1) **STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a 5% reduction in water use.

(2) **STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a 10-20% reduction in water use.

(3) **STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a minimum 20% reduction in water use.

(4) **STAGE 4 - Critical Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: As determined by the LCRA Board.

(5) **STAGE 5 - Emergency Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: As determined by the LCRA Board.

8.2 Retail Customers Measures

(1) **STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)**

- A. Supply Management Measures: The City of Dripping Springs will review system operations and identify ways to improve system efficiency and accountability.

B. Demand Management Measures:

1. Ask customers to voluntarily comply with the water-use restrictions outlined in Stage 2 of this plan;
2. Actively promote drought related issues and the need to conserve;
3. If appropriate for the utility system, explore ways to implement permanent water efficiency ordinances relating to uses such as vehicle washing facilities, pressure washing equipment, drought tolerant landscaping for all new landscapes, irrigation evaluations for large properties.

(2) **STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)**

A. Supply Management Measures:

1. Apply all water-use restrictions prescribed for Stage 2 of the plan for the City of Dripping Springs' utility owned facilities and properties;
2. Explore ways to reduce system water loss by measures such as fixing leaks, replacing old meters, and recycling line flush water, as appropriate for the utility system.
3. Explore ways to increase use of recycled wastewater to reduce irrigation of public parks with potable water, as appropriate for the utility system.
4. The City of Dripping Springs will actively communicate drought-related issues, including the current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers.

B. Demand Management Measures:

Under threat of penalty, the following water-use restrictions shall apply to all retail water customers:

1. Irrigation of Landscaped Areas:
 - a. **If the combined water storage of lakes Buchanan and Travis are less than 900,000 AF but greater than 750,000 AF** - Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a TWICE weekly watering schedule determined by The City of Dripping Springs. Irrigation of commercial landscapes and recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than twice per week. *See Appendix A - The City of Dripping Springs Water System - Recommended Watering Schedule.*
 - b. **If the combined water storage of lakes Buchanan and Travis are less than or equal to 750,000 AF** - Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a ONCE weekly watering schedule with a maximum **15 hour** irrigation window as determined by The City of Dripping Springs. Irrigation of commercial landscapes and recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week.

- c. Outdoor watering hours will be limited to between midnight and 10 a.m. and between 7 p.m. and midnight on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. a hand-held hose with a positive shut off device; or
 - ii. a faucet-filled bucket or watering can of five gallons or less
 - iii. Drip irrigation
- d. New landscapes may be installed and re-vegetation seeding performed under these specific criteria:
 - i. A completed variance form for new landscapes has been submitted to the The City of Dripping Springs and has been approved prior to the installation of the landscape, or re-vegetation seed application
 - ii. Irrigation of the new landscape follows the schedule identified in the new landscape variance. The schedule will be developed to minimize water waste.
 - iii. Areas being re-vegetated for soil stabilization must also comply with the (i) and (ii) specific criteria above. Alternative options to re-vegetation such as mulch may be available in times of low water supply. Specific information regarding options is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual.
 - iv. Variances for new landscapes may be issued for a period of no more than 30 days from the day of issuance. A variance is not an exemption from compliance with the permanent water use restrictions under Section 9.2 of this plan. Variances will not be granted for seasonal “color bed” or temporary grass installation (overseeding).

2. Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

3. Pools:

- a. Draining and re-filling is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.

- b. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact and for maintenance as outlined above.

4. Outside Water Features:

- a) Operation of outside water features except for, ornamental fountains with a 4 inch emission or fall of water¹ that are recirculating, is prohibited, except where such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes recirculating fountains associated with aesthetic ponds and swimming pools unless required for filtration).
- b) Operation of outdoor misting systems at a commercial facility is prohibited, except between the hours of 4 p.m. and midnight,
- c) Splash pad type fountains must be recirculating and should have an automatic timer shut-off feature when not in use unless public health and safety is compromised by installing a shut-off feature.

5. Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The City of Dripping Springs may request specific design documentation regarding a pond and the intended purpose.

6. Golf Courses:

Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan that meets the minimum water reduction target set for Stage 2 or adopt the LCRA sample golf course drought contingency plan.

7. Events:

Events involving the use of water such as: car washes, festivals, parties, water slides, and other activities involving the use of water are permitted, if the water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.

- a) A charity car wash may not be conducted unless it occurs at a commercial vehicle washing facility.

8. Restaurants:

Restaurants, bars, and other commercial food or beverage establishments are encouraged not to provide drinking water to customers unless a specific request is made by the customer for drinking water.

9. Hotels/motels:

¹ Adopted from the City of Austin's 2012 Drought Contingency Plan update, which went through an extensive public input process. This measure was proposed by the fountain industry through that process.

The owner or operator of a hotel, motel short term rental or other establishment that offers or provides lodging or rental accommodations for compensation are encouraged to offer a towel and linen reuse water conservation option to its lodgers, renters, or customers and maintain in each applicable guest room, suite, or property informational signage to communicate information relating to this requirement and to offer the opportunity for guest participation

10. Fire Hydrants:

Use of water from fire hydrants shall be prohibited for landscape irrigation, filling pools, operating fountains, car washing. Water should be transported only for the purposes of firefighting or providing minimal water needed for indoor use where auxiliary sources are inadequate and activities necessary to maintain public health, safety and welfare, or for construction use. Transport of water other than for firefighting requires a variance and a meter.

11. Recreational areas (includes public parks):

Watering must follow a no more than twice per week schedule for each irrigated area. A variance can be obtained if watering cannot be completed on the designated two day schedule

12. Athletic fields

Watering should follow a no more than twice per week schedule per irrigated area unless the athletic fields are used for organized sports practice, competition, or exhibition events when irrigation outside of the standard weekly schedule is necessary to protect the health and safety of the players, staff, or officials present for the athletic event.

- a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.

13. Water Waste

The following non-essential uses of water are prohibited at all times during periods in which restrictions have gone into effect:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces is prohibited except for immediate health and safety;
- b. Use of water to wash buildings, houses or structures with a pressure washer is restricted to equipment that is fitted with a water recycling unit and a spray nozzle using no more than 3.5 gallons of water per minute and employing a working trigger shut-off with a protective weep mechanism. Use of water to wash buildings with a hand-held hose with a positive shut-off nozzle is allowed;

- c. Use of water to control dust is prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

A. Supply Management Measures:

1. The City of Dripping Springs will aggressively reduce system water loss by measures such as fixing leaks, replacing old meters, and recycling line flush water, as appropriate for the utility system.
2. The City of Dripping Springs will actively communicate drought-related issues, including the current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers.
3. In addition to measures implemented in the preceding stages of the plan, The City of Dripping Springs will explore additional emergency water supply options.

- B. Demand Management Measures: Under threat of penalty, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions.

1. Irrigation of Landscaped Areas:

Irrigation of ornamental landscaped areas is limited to the following restrictions:

- a. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems, except for drip irrigation, shall be limited to a no more than a ONCE weekly watering schedule as determined by the City of Dripping Springs.
- b. Outdoor watering hours for spray irrigation will be limited to **six hours** a day, before 10 a.m and after 7 p.m. on designated days as determined by the City of Dripping Springs (see recommended schedule in Appendix A). This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. a hand-held hose with a positive shut-off device ; or
 - ii. a faucet-filled bucket or watering can of five gallons or less.
- c. New Landscapes may only be installed if
 - i. a 30 day watering schedule variance has been applied for and accepted
 - ii. no more than 50% of the irrigated landscaped area is water conserving natural turf
 - iii. only drought tolerant or native plants are installed
 - iv. drip irrigation with an automatic timer is installed in all beds
- d. Revegetation of disturbed areas due to construction is allowed, if required by local, state or federal regulations. A temporary watering variance must be granted by the City of Dripping Springs.

2. Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of 7 a.m. and 10 a.m. and between 7 p.m. and 10 p.m. Such activity, when allowed,

shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle can be washed at any time at a commercial car wash facility or commercial service station that recycles its water. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

3. Pools:

Installation of swimming pools is prohibited except when equipped with an automatic pool cover. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

4. Outside Water Features:

- a) Operation of outside water features except for ornamental fountains with a 4 inch emission or fall of water² that are recirculating, is prohibited, except where such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes fountains associated with aesthetic ponds and swimming pools).
- b) Operation of residential aesthetic or recreational devices, such as water slides, is prohibited.
- c) Operation of outdoor misting systems at a commercial facility is prohibited except between 4 p.m. and 8 p.m.

5. Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system and meet the LCRA Highland Lakes Ordinance or other applicable non-point source pollution regulation. The City of Dripping Springs may request specific design documentation regarding a pond and the intended purpose.

6. Golf Course:

Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan in accordance with the City of Dripping Springs Drought Contingency Plan and will implement its Stage 3 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.

7. Events:

Events involving the use of water such as: car washes; festivals; parties; water slides; and other activities involving the use of water are prohibited.

8. Recreational areas (includes municipal parks and common areas):

² Adopted from the City of Austin's 2012 Drought Contingency Plan update, which went through an extensive public input process. This measure was proposed by the fountain industry through that process.

Irrigation of recreational areas with potable water must follow the 6 hour weekly irrigation schedule outlined in section B1 and watering of recreational areas should be prioritized by frequency of use. Unnecessary foot traffic should be discouraged. Watering using an auxiliary source such as recycled water is exempt from these restrictions.

9. Athletic fields

The City of Dripping Springs must require a variance for irrigation of athletic fields if irrigation falls outside of the normal watering schedule. Fields should only be irrigated that are being actively used for organized sports practice, competition, or exhibition events when the irrigation is necessary to protect the health and safety of the players, staff, or officials present for the athletic event.

- a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.

10. Water Waste

The following additional non-essential uses of water are prohibited at all times during periods in which restrictions have gone into effect

- a) Pressure washing is prohibited but variances may be granted by the City of Dripping Springs on the designated watering day for health and safety purposes only. Pressure washing equipment must be fitted with a spray nozzle that does not use more than 3.5 gallons of water per minute and has a trigger shut-off.

(4) STAGE 4 – Critical Water Shortage Conditions

Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 3 are also in effect during stage 4, with the following modifications and additions:

1. Irrigation of ornamental landscaped areas with hose end sprinklers and automatic irrigation, except drip irrigation, is prohibited.
2. Irrigation is allowed with a hand-held hose with a working on/off nozzle, bucket, or drip irrigation only between the hours of 7 a.m. and 10 a.m. or 7 p.m. and 10 p.m one day per week on the designated outdoor water use day as determined by the City of Dripping Springs.
3. New landscapes irrigated with spray irrigation are prohibited. New irrigated turf grass is prohibited. The City of Dripping Springs may issue new landscape variances for planting beds installed with drought tolerant or native plants specified in the Grown Green Plant Guide as having low or very low water needs (<http://austintexas.gov/department/grow-green/plant-guide>) and irrigated with point source drip irrigation or hand-held hose.
4. Use of water to operate outside water features, including fountains, outdoor misting

systems, and splash pads is prohibited.

5. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited, except as required for public health and safety purposes. Commercial car washing facilities may operate for health and safety purposes only except facilities which recycle water.
6. Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan in accordance with the City of Dripping Springs Drought Contingency Plan and will implement its Stage 4 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.
7. The filling or replenishing of water to single-family residential swimming pools is only allowed if the pool is covered with a pool cover when not in use.
8. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact.

Upon declaration of Stage 4 - Emergency Water Conditions, water use restrictions outlined in Stage 3 Critical Response Measures shall immediately apply.

(5) STAGE 5 – Emergency Water Shortage Conditions

Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 4 are also in effect during Stage 5, with the following modifications and additions:

1. Irrigation of landscaped areas is prohibited.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. This activity is only exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
3. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
4. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Upon declaration of Stage 4 - Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply.

8.3 Wholesale Treated Customers

All the City of Dripping Springs wholesale treated water customers are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals must be consistent with the LCRA DCP. In addition, the measures of this plan must be at least as stringent as the drought response measures required by the City of Dripping Springs for its retail customers. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a drought contingency plan, consistent with the LCRA DCP.

(1) STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)

The City of Dripping Springs will contact wholesale treated water customers to discuss supply and demand conditions. The City of Dripping Springs will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale customers.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

The City of Dripping Springs will keep wholesale treated water customers informed about demand and current and projected water supply conditions. The City of Dripping Springs will initiate discussions with wholesale treated water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential water uses.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

The City of Dripping Springs will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

In addition, if the Stage 3 triggering criteria is based on a water supply shortage, LCRA will initiate the curtailment of water provided to wholesale treated water customers on a pro rata basis. The wholesale treated water customer's monthly allocation of water shall be based on a percentage of the customer's baseline water use. The percentage will be determined by the LCRA Chief Operations Officer and may be adjusted as conditions warrant.

(4) STAGE 4 - Emergency Water Conditions

All requirements of Stage 3 shall remain in effect during Stage 4. Additional measures may be added as needed.

9.0 Enforcement

9.1 Enforcement Provisions

The following enforcement provisions shall apply to all the City of Dripping Springs water customers:

- Appendix B – Enforcement Provisions for Municipalities*
- Appendix C – Enforcement Provisions for Water Districts*
- Appendix D – Enforcement Provisions for Water Supply Corporations and Investor-Owned Utilities*

9.2 Variances

- (1) The City of Dripping Springs staff may grant variances:
 - A. Temporary watering schedule variances are allowed for new landscapes that use drought resistant landscaping or water conserving natural turf. Temporary watering schedule variances are also allowed for revegetation of disturbed areas due to construction, or if required by local, state or federal regulations. Temporary watering schedule variances shall include the following limitations:
 - A 30 day temporary watering schedule must be applied for and issued before the irrigation may begin
 - Days 1 thru 10 automatic irrigation or hose end sprinklers are allowed every day except between the hours of 10 a.m. and 7 p.m.
 - Days 11-20 automatic irrigation or hose end sprinklers are allowed every other day except between the hours of 10 a.m. and 7 p.m.
 - Days 21-30 automatic irrigation or hose end sprinklers are allowed every third day except between the hours of 10 a.m. and 7 p.m.
 - Day 31 must return back to the watering schedule as defined in Appendix A
 - Hand watering is allowed anytime with a hose equipped with a positive shut off nozzle
 - B. From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
 - C. Allowing the use of alternative water sources (i.e., ground water, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.
- (2) The general manager, or his designee, may grant in writing temporary variances for existing water uses otherwise prohibited under this plan if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:
 - A. Compliance with this plan cannot be accomplished during the duration of the time the plan is in effect; or

- B. Alternative methods can be implemented that will achieve the same level of reduction in water use.
- (3) Persons requesting a variance from the provisions of this plan shall file a petition for variance with the City of Dripping Springs water utility system any time the plan or a particular drought response stage is in effect. The general manager or his designee will review petitions for variances. The petitions shall include the following:
- Name and address of the petitioner
 - Purpose of water use
 - Specific provision of the plan from which the petitioner is requesting relief.
 - Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this plan
 - Description of the relief requested
 - Period of time for which the variance is sought
 - Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date
 - Other pertinent information
- (4) Variances granted by a City of Dripping Springs water utility system shall be subject to the following conditions, unless waived or modified by the general manager, or his designee:
- A. Variances granted shall include a timetable for compliance.
- B. Variances granted shall expire when the plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet specified requirements.
- (5) No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

9.3 Plan Updates

The plan will be reviewed and updated as needed to meet both TCEQ and LCRA drought contingency plan rules.

10 Appendices

Appendix A – Mandatory Watering Schedules

Permanent mandatory watering schedule

The City of Dripping Springs Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **TWICE per week** and only during scheduled days and times as indicated below:

Residential

Odd number addresses: Wednesdays and Saturdays

Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas)

Tuesdays and Fridays

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

2nd mandatory watering schedule (750,000 AF combined storage)

The City of Dripping Springs Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** for **15 hours** only during scheduled days and times as indicated below:

Residential- automatic irrigation systems

Odd number addresses: Wednesdays

Even number addresses: Thursdays

Residential- hose end irrigation systems

Odd number addresses: Saturdays

Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas)

Even number addresses: Tuesdays

Odd number addresses: Fridays

Public Schools- Mondays

Watering Hours:

Hose end irrigation systems: Midnight to 10 a.m. and 7 p.m. to midnight

Automatic irrigation systems: Midnight to 10 a.m. and 7 p.m. to midnight

3rd mandatory watering schedule (600,000 AF combined storage)

The City of Dripping Springs Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** for **6 hours** only during scheduled days and times as indicated below:

Residential- automatic irrigation systems

Odd number addresses: Wednesdays

Even number addresses: Thursdays

Residential- hose end irrigation systems

Odd number addresses: Saturdays

Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas)

Even number addresses: Tuesdays

Odd number addresses: Fridays

Public Schools- Mondays

Watering Hours:

Hose end irrigation systems: 7 a.m. to 10 a.m. and 7 p.m. to 10 p.m.

Automatic irrigation systems: Midnight to 6 a.m.

Appendix B – Enforcement Provisions for Municipalities

Enforcement for Retail Customers

The following enforcement provisions shall apply to all the City of Dripping Springs retail water customers:

- (1) No person shall knowingly or intentionally use or allow the use of water from a City of Dripping Springs water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- (2) Any person who violates this plan shall be subject to the following fines, penalties and/or conditions of service:
 - A. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed. Fines and restrictions on service that may result from additional violations;
 - B. Following the second documented violation, the violator shall:
 1. Be criminally responsible for the violation of this Plan, punishable by a fine of \$250; and
 2. Be subject to a civil penalty of \$500.
 - C. Following the third documented violation, the violator shall:
 1. Be criminally responsible for the violation of this Plan, punishable by a fine of \$500; and
 2. Be subject to a civil penalty of \$1000.
 - D. Following the fourth documented violation, the City of Dripping Springs shall, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$100, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$500 must be given to the City of Dripping Springs so that the same action shall not be repeated while the plan is in effect. The City of Dripping Springs may apply the deposit to any surcharges or penalties subsequently assessed under this plan against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
- (3) Each day that one or more of the provisions in this plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of the City of Dripping Springs, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he did not commit the violation. See enforcement process diagram in *Appendix E - Drought Response Retail Enforcement Process for Municipalities*.

- (4) The designated manager or official of the City of Dripping Springs shall have the power to enforce the provisions of this Plan.
- (5) The municipal court shall have the power to issue to the designated manager or official of the City of Dripping Springs administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this Plan.
- (6) Judicial enforcement of fines and penalties issued pursuant to this Plan may be sought through a municipal court, district court or small claims court having jurisdiction over the matter.
- (7) Compliance with this Plan also may be sought through injunctive relief in state district court.

Enforcement for Wholesale Customers

Wholesale treated water customers shall provide the City of Dripping Springs with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale customer’s own drought contingency plan.

In addition, wholesale treated water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the City of Dripping Springs by law or under the terms of the wholesale water contracts:

Penalties for wholesale treated water customers:

First documented violation:	<u>Written notice of violation</u>
Second documented violation:	Penalty fee up to \$5,000
Third documented violation:	Penalty fee up to \$10,000

Legal Authority applicable to Municipalities in Regard to Drought Contingency Plan Enforcement

- Texas Local Government Code sec. 552.001
- Texas Local Government Code sec. 54.00 1
- Texas Local Government Code sec. 54.005
- Texas Local Government Code sec. 54.012 - 54.017
- Texas Government Code sec. 29.003

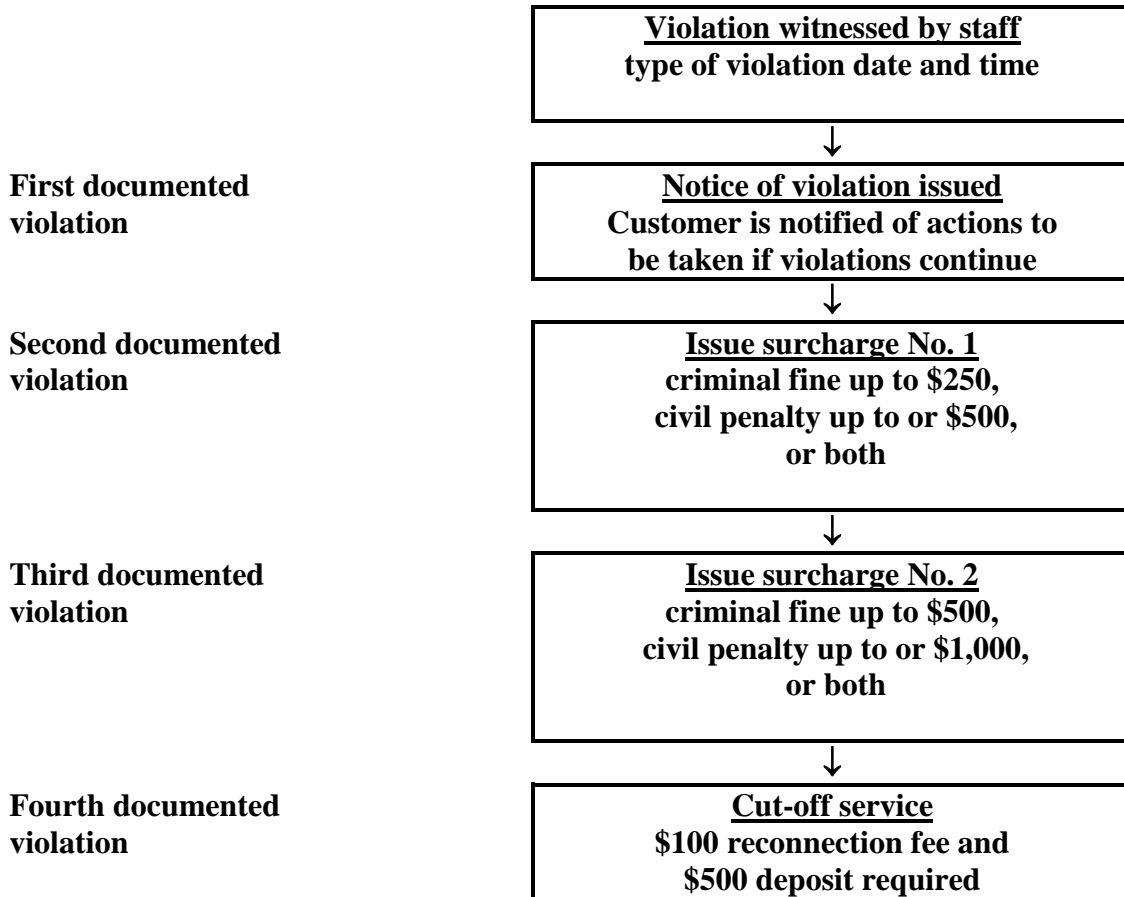
Appendix C – Enforcement Provisions for Water Districts

N/A

Appendix D – Enforcement Provisions for Water Supply Corporations and Investor-Owned Utilities

N/A

Appendix E – Drought Response Retail Enforcement Process for Municipalities



Appendix F – Drought Response Retail Enforcement Process for Water Districts and Investor-Owned Utilities

N/A

Appendix G – Example Authorization to Implement and Approve Drought Contingency Plans

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, John W. Rubottom, hereby certify that I am the General Counsel and Assistant Secretary of the Board of Directors (Board) of the Lower Colorado River Authority (LCRA), a conservation and reclamation district, duly organized and existing under and by virtue of the public laws of the State of Texas.

I further certify that the Board of Directors of LCRA, on March 25, 2009, in a meeting posted properly in accordance with the Texas Open Meetings Act and with a quorum present and voting, unanimously authorized the general manager and his staff to prepare and submit water conservation and drought contingency plans to the Texas Commission on Environmental Quality that are consistent with direction provided by the Board, as described in LCRA Board Agenda Item 8, a true and correct copy of which is attached hereto.

TO CERTIFY WHICH, witness my hand and official seal this the 7th day of April, 2009.



[Handwritten Signature]
John W. Rubottom, General Counsel
and Assistant Secretary of the
LCRA Board of Directors



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: February 15, 2022

Agenda Item Wording: Discuss and consider a Texas Market Guide Banner Co-Sponsorship with Dripping Springs Helping Hands

Agenda Item Sponsor: Council Member Parks

Summary/Background: Texas Market Guide would like to request a Banner Co-Sponsorship with Helping Hands that will be hung at the Triangle before their show to be held at Dripping Springs Ranch Park.

Staff Recommendation: Staff recommends approval of the co-sponsored banner to be hung at the Triangle.

Attachments: 2020 Texas Market Guide Co-Sponsorship Agreement

Next Steps/Schedule:



City of Dripping Springs Co-Sponsorship Agreement

CLEAR

Co-Sponsor First Name: Crystal Last Name: Emmons

Organization: Dripping Springs Helping Hands, Inc.

Address: 28708 RR 12

City: Dripping Springs State: TX Zip: 78620

Phone Number: 512-569-5165 Email: JCEmmons3@gmail.com

Event Description/Purpose:

10th Annual Wildflower Springs Market on March 26th and 27th at Dripping Springs Ranch Park; a food drive is held for Helping Hands during the market.

Event Date: 26-Mar-2022 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, 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:

Bill Foulds, Jr., Mayor

(Insert Name, Position of Applicant)

Date

Date



DRIPPING SPRINGS
Texas

SUBMIT

Co-Sponsorship Application

SPONSORING ORGANIZATION NAME: HELPING HANDS

APPLICANT

First Name: CRYSTAL

Last Name: EMMONS

Contact Number: (512) 569-5165

Email: JCEmmons3@gmail.com

Address: 28708 RR 12; Dripping Springs, TX 78620

EVENT

NAME: 10th Annual Wildflower Spring Market

START DATE/TIME: 3/26/2022 5:20 pm

END DATE/TIME: 3/27/2022 5:21 pm

ADDRESS: Dripping Springs Ranch Park

ESTIMATED ATTENDANCE: 1,500

EVENT DESCRIPTION

Spring Shopping Market. Please note that the Market open time on Saturday is 10am - 5pm and on Sunday from 11am - 4pm. Your time doesn't work correctly.

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)

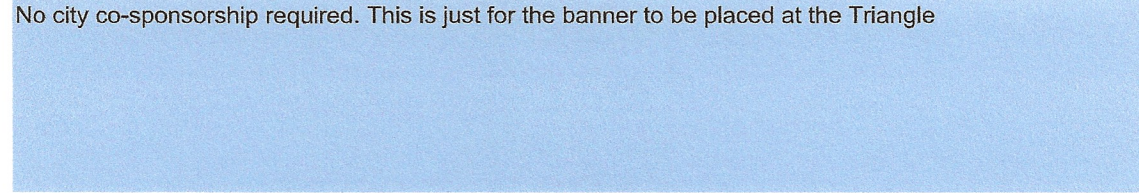
Yes No

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?

No city co-sponsorship required. This is just for the banner to be placed at the Triangle



WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

TV, Newspaper, Social Media, Posters, Email Campaign. TV, Social Media and Email Campaign cover the state of Texas. Posters and Newspapers cover a 75 mile radius.



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

This is the 10th year for the Wildflower Spring Market. We also promote the Hill Country Harvest Market in October that is also in its 10th year. Texas Market Guide is the first company to rent the Ranch Park for a shopping event. Our first reservation was made when the building was still in planning stages. Our show director, Lewanna Campbell, served on the board for awhile as a representative from our industry.

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.

We bring people from out of town to experience all that Dripping Springs has to offer from shopping our market to shopping the Dripping Springs shops and restaurants. Many who attend our event have never been to DS and we encourage them to visit local places of interest. We hold a food drive for Helping Hands everytime we do a market in DS. The food stays in the DS community to help those in need. We raise an average of 400 lbs. of food at each market. We have been collecting food for Helping Hands for the last 10 years.

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

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE: APPROVE DENY

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY

CITY COUNCIL:

DATE: APPROVE DENY

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

NAME OF REPRESENTATIVE: CRYSTAL EMMONS

MAILING ADDRESS: 28708 RR 12; Dripping Springs, TX 78620

TELEPHONE NUMBER (512) 569-5165

EMAIL ADDRESS: JCEmmons3@gmail.com

DESCRIPTION OF EVENT OR SERVICE:
Spring Shopping Market. Please note that the Market open time on Saturday is 10am - 5pm and on Sunday from 11am - 4pm. Your time doesn't work correctly.

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

Date, Time & Location of event (Ranch Park)
Helping Hands Logo

SIGN DIMENSIONS AND HEIGHT: 4' x 8'

SIGN MATERIALS:

Plastic Banner with grommets and air slits

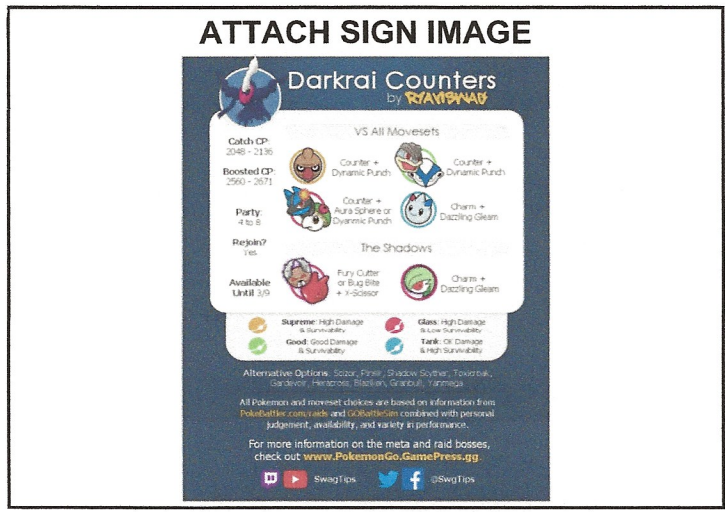
REQUESTED DATE FOR SIGN TO BE DISPLAYED: 26-Feb-2022

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

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle-Exactly on corner, please



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

RECEIVED BY CITY DATE: [Redacted]

CITY ADMINISTRATOR:

DATE: [Redacted] APPROVE DENY





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) **Item 7.**
08/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C No. Ext): (855) 222-5919 FAX (A/C No.): E-MAIL ADDRESS: support@nextfirstinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Company, Inc. NAIC # 12831 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Texas Market Guide PO Box 1977 Kyle, TX 78640	


COVERAGES **CERTIFICATE NUMBER: 6608710** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTGZWTC84-02-GL	06/10/2021	06/10/2022	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured on the General Liability policy, per the Additional Insured Automatic Status Endorsement if required by written agreement between the Certificate Holder and the insured. All Certificate Holder privileges are subject to policy terms and conditions.

CERTIFICATE HOLDER City of Dripping Springs 511 Mercer Street Dripping Springs, TX 78620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Internal Revenue Service**Department of the Treasury**

**P. O. Box 2508
Cincinnati, OH 45201**

Date: June 7, 2002

Person to Contact:
Sheila Schrom 31-02836
Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

74-2599819

**Dripping Springs Helping Hands, Inc.
P.O. Box 804
Dripping Springs, TX 78620-0804**

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in August 1991 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: February 2, 2022

Agenda Item Wording: Discuss and consider a Co-Sponsorship Agreement with Texas Hill Country Barrel Racing Association

Agenda Item Requestor: Council Member Sherrie Parks

Summary/Background: THCBRA currently hosts weekly barrel exhibitions on Tuesday nights. The barrel exhibitions are a great success weekly. It attracts all ages of racers and even citizens come to watch on Tuesday nights.

We are excited that they saved weekend dates for 2 barrel races. We have not hosted a barrel race since summer of 2020.

Staff Recommendation: Staff recommends a Co-Sponsorship with Texas Hill Country Barrel Racing Association. We recommend it being an annual agreement so that we can renew annually.

Board Recommendation: The DSRP Board unanimously voted to recommend this Co-Sponsorship

Attachments: 2022 THCBRA Co-Sponsorship Agreement

Next Steps/Schedule: City Council Contract Execution



DRIPPING SPRINGS RANCH PARK

Co-Sponsorship Agreement

This *Dripping Springs Ranch Park Co-Sponsorship Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and the Texas Hill Country Barrel Racing Association (“Co-Sponsor”).
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch (Park) by Co-Sponsor. This Agreement will encourage the development of Dripping Springs Ranch Park as all funds generated by the City from this agreement will go to the Dripping Springs Ranch Park General Operating Fund.
3. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
 - (b) **City Administrator:** the chief administrative officer of the City, or the officer’s designee.
 - (c) **City Council:** The governing body of the City of Dripping Springs.
 - (d) **Dripping Springs Ranch Park:** The premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
 - (e) **Person:** a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, or agency.
 - (f) **Texas Hill Country Barrel Racing Association:** A Central Texas Non-Profit Barrel Racing Association open to all.
4. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events: 2 weekend Barrel Races and weekly exhibitions at DSRP Event Center.
5. **SCOPE:** This Agreement applies to Co-Sponsor’s utilization of the Park for the reasons stated above, which shall be conducted beginning February 2021. If for any reason Co-Sponsor’s events had to be changed to another date, or other events added, such changes or events added would be covered under the fee arrangement of this agreement and the availability of the

rescheduled dates agreed upon by both party's subject to the DSRP schedule not having conflicting events.

- 6. LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at the Park.

7. OBLIGATIONS OF THE PARTIES:

- 7.1** The City agrees to allow Co-Sponsor to utilize the DSRP Event Center Arena for the purpose of weekend barrel competitions at a discounted rate of \$400 per day and weekly exhibition nights at the discounted rate of \$75 per Tuesday Night.
- 7.2** THCBRA will provide quarterly payments to DSRP for their practices and Events.
- 7.3** The City will have audit privileges of all accounting done at events.
- 7.4** The City confirms that it has obtained insurance through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its streets and public areas. Such insurance shall be made available to THCBRA as participant in the Event.
- 7.5** THCBRA agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event.
- 7.6** **Supplies:** Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.7** **Utilities:** City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
- (a) Electricity
- (b) Water
- 7.8** **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.
- 7.9** **Safety:**
- (a) Co-Sponsor agrees to abide by all state, federal and local rules and regulations.
- (b) Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.

- (c) Co-Sponsor shall coordinate the attendance of Emergency Services personnel and Fire Department personnel if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.
- (d) Co-Sponsor shall coordinate the attendance of trained security guards to monitor the Park if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.
- (e) The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all rodeo participants. All executed waivers must be returned to the City within seven (7) calendar days after the event.

7.10 Site Maintenance:

- (a) Co-Sponsor agrees not to leave waste or damage the Park.
- (b) City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.
- (c) Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.

Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the Park.

8. DURATION: This Agreement shall be enforceable when signed by both parties and shall be deemed terminated January 31, 2023 or as outlined below.

9. TERMINATION:

- 9.1** This Agreement may be terminated by mutual consent of the parties.
- 9.2** This Agreement 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 commencement of the use of the Park.
- 9.3** Termination shall release each party from all obligations of this Agreement, except as specified below.
- 9.4** Termination of this Agreement, as provided above, shall not prohibit or impair any claim by either party based upon any breach of this Agreement.
- 9.5** The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at the Park due to inclement weather.

9.6 Force Majeure: In situations in which Co-Sponsor’s participation at the Park is delayed, cancelled or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

10. 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 CITY.

11. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

12. NOTICES: 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 (a) hand delivery, (b) express overnight delivery service, or (c) 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 at such party’s address as set forth below.

City:

*Attention: City Administrator
Post Office Box 384
Dripping Springs, Texas 78620
Phone: (512) 858-4725*

Co-Sponsor:

*Attention: Molly Azopardi
PO Box 1380
Dripping Springs, TX 78620
Phone: (512) 422-4937*

13. HEADINGS: The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.

14. ASSIGNMENT: Neither Party shall assign, sublet, or transfer any interest in this Agreement without 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.

15. BINDING ON SUCCESSORS: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

16. SEVERABILITY: Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed

to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

17. MERGER: This instrument, and all 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, made with respect to the participation at the Park.

18. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

19. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS:

CO-SPONSOR:

Bill Foulds, Mayor

Molly Azopardi, THCBRA

Date: _____

Date: _____

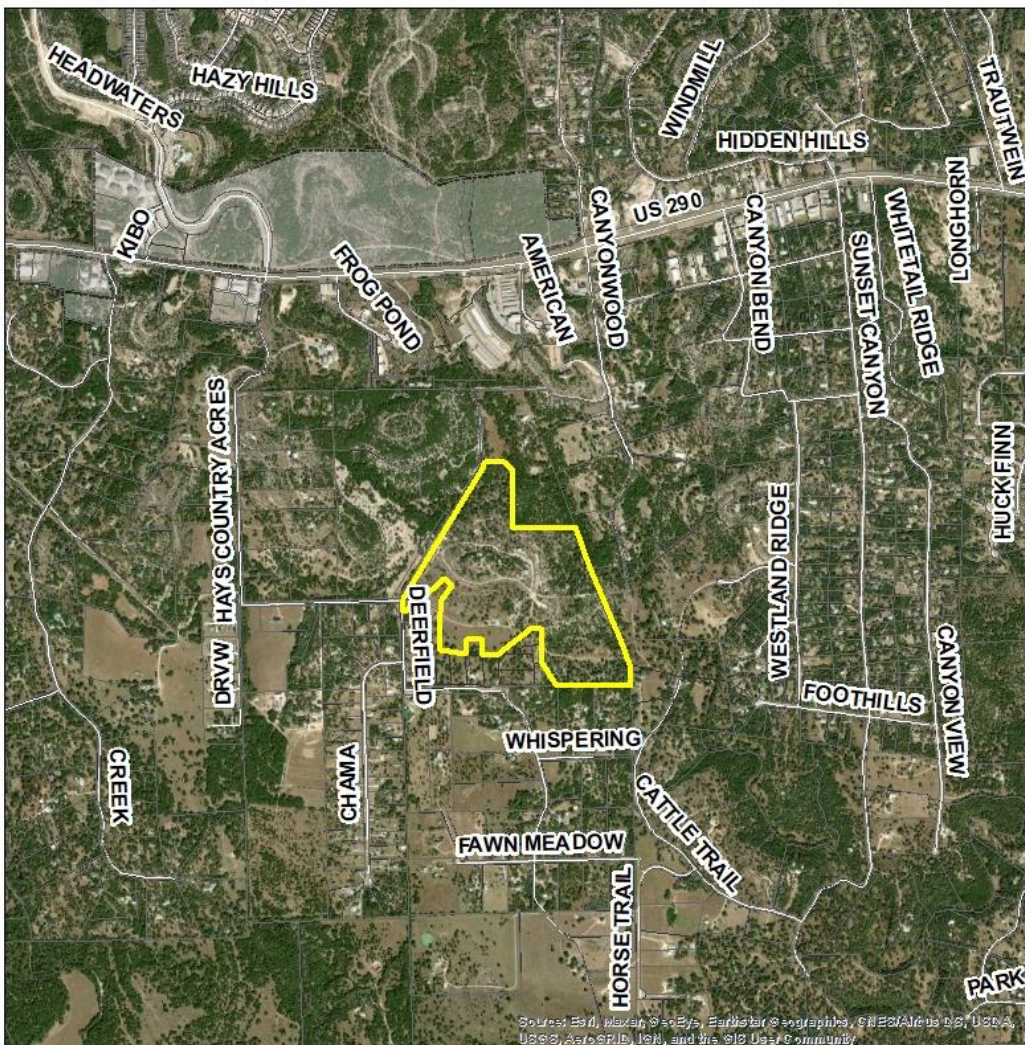


City Council Planning Department Staff Report

City Council Meeting: February 15, 2022
Project No: MORW2022-006
Project Planner: Tory Carpenter, AICP, Senior Planner

Item Details

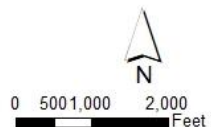
Project Name: Zoe Life Center
Property Location: 1111 Hays Country Acres Road
Legal Description: 104 acres out of the Richard Vaughan Survey
Applicant: Charley Dorsaneo
Property Owners: Park G. Jarrett III & Karen Jarrett
Request: A waiver from the temporary development moratorium



Location Map

*Zoe Life Center
Moratorium Waiver*

	Roads
	Parcel Lines
City Limits	
	Full Purpose



Source: Esri, Maxar, GeoEye, Earthstar, GeoGraphics, IGN, Aerio, USDA, USDA, AeroGRID, IGN, and the GIS User Community

Development Proposal

This request is associated with a development agreement application for a mixed-use development consisting of approximately 100 single-family homes, nine multifamily units, and 10,000 square feet of commercial space.

The project would be served by on-site septic and would not impact the City wastewater system.

Request Overview

The applicant requests an administrative exception to the temporary development moratorium. Since there is no commercial use on the property, the proposed development was determined to be a “change in use” and staff denied the exception request. Staff directed the applicant to apply for a waiver.

Staff Analysis

Moratorium Ordinance: Section 8 Art. B

Waivers. Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain wastewater infrastructure at property owners’ sole expense and who do not require land use modifications inconsistent with the updated comprehensive plan, in accordance with Local Government Code Chapter 212, Subchapter E, may apply for a waiver in accordance with City policy.

Wastewater:

This development will be served by on-site septic systems and will not impact the city wastewater system.

Land Use:

While the residential density of this project is consistent with the immediate area, there no existing commercial uses near this property. The current concept shows all vehicular traffic exiting onto Hays Country Acres and traffic impacts should be considered during the development agreement process. Without an approved development agreement, the applicant could subdivide this property into approximately 70 single-family lots.

Council Action

City Council is tasked with approval or denial of the waiver. Any denial will stand until the moratorium is lifted unless there is a substantial change to the project.

Attachments

- Exhibit 1: Waiver Request
- Exhibit 2: Concept Plan
- Exhibit 3: Moratorium Ordinance

Recommended Action:	Staff provides this request to City Council with a neutral recommendation as this is ultimately a policy decision.
Alternatives/Options:	Deny or approve the waiver.
Budget/Financial Impact:	N/A
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A



City of Dripping Springs MORATORIUM WAIVER APPLICATION

Official Use Only:	
Project #	<u>MOR</u>
Date Received	_____

Property/Site Address or Legal Description: 1111 Hays Country Acres Rd., Dripping Springs ETJ, 78620

Detailed property description attached to Development Agreement application/draft Hays CAD Property ID (R #): a portion of R11682

Owner Name: Park G. Jarrett III & Karen Jarrett Phone #: _____

Owner Email: _____

Authorized Agent: Charley Dorsaneo Phone #: 512-807-2900

Agent Email: CDorsaneo@drennergrouop.com

BASIS FOR WAIVER:

See attached summary letter.

Additional Information / Submittal Requirements:

This request should be submitted simultaneously with any other permit application including: (1) site development; (2) plat; (3) replat; (4) zoning application including Planned Development District; (5) application for Development Agreement; (6) Building Permit application; (7) Wastewater application; and (8) other land use applications. Waivers will be reviewed by City Council within 10 days of the City receiving: (1) this application; (2) the application for the underlying permit; and (3) all documentation related to the basis for the waiver (for example an agreement to fund and construct wastewater infrastructure). A letter on the status of this waiver will be provided to the applicant after the City Council makes a decision on the request. If denied, a waiver may not be reapplied for unless the waiver request or project substantially changes. Prior to applying for a waiver, it is recommended that you review with staff whether you will be eligible for an exception rather than a waiver.

Applicant Signature

Charley Dorsaneo
Print Name

2/9/2022
Date

OFFICIAL USE ONLY:			
Date all necessary documentation received: _____	Approved: _____	Denied: _____	Date: _____
	By: _____		11/2021

February 10, 2022

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

Via Electronic Delivery

Re: 1111 Hays Country Acres Road – Development Agreement and Moratorium Waiver Applications for the approximately 104-acre piece of property located at 1111 Hays Country Road, Dripping Springs ETJ (the “Property”)

Dear Mr. Koontz:

As agents of the Property owner, we respectfully submit the enclosed Moratorium Waiver Application and summary letter to explain that the proposed Zoë Life Centers project described in the attached Development Agreement Application (the “Project”) merits a waiver to the City’s moratorium.

The Project proposed requests a Chapter 212 development agreement on the basis that the Project does not:

- (i) impact wastewater capacity as the proposal calls for the use of On-Site Sewage Facilities to be constructed at the sole expense of owners; and
- (ii) require land use modifications, as the Property is not zoned, and the Comprehensive Plan does not designate any specific land use for the Property.

By its own terms, the City’s temporary moratorium is motivated by (a) "significant . . . land use challenges" facing the City; (b) concerns that "future development [be] conducted in a fiscally-sustainable and environmentally responsible manner," and (c) due to the inadequacy of "current regional wastewater facilities."

The Project covers all concerns, as it proposes a sustainable, master-planned residential community, intended to use next generation ecological practices, including soil regeneration, groundwater replenishment, & sourcing with renewable materials and resources. In addition to the fact that it does not burden City wastewater facilities, the Project offers needed additional housing, publicly accessible parkland in excess of City rules, a conservation easement, & small-scale compatible community/commercial uses aimed at serving the Project. Finally, the opportunity to negotiate an agreement regarding land use in the ETJ provides the City additional input into such development that is not typically required in the ETJ, where land use controls are constrained by state law.

We also respectfully note that our Application for an Exception to the moratorium was denied solely because the Project “is considered a ‘change of use.’” This does not appear to be a proper basis for the denial of a waiver or exception, as cities do not regulate uses in their ETJ.

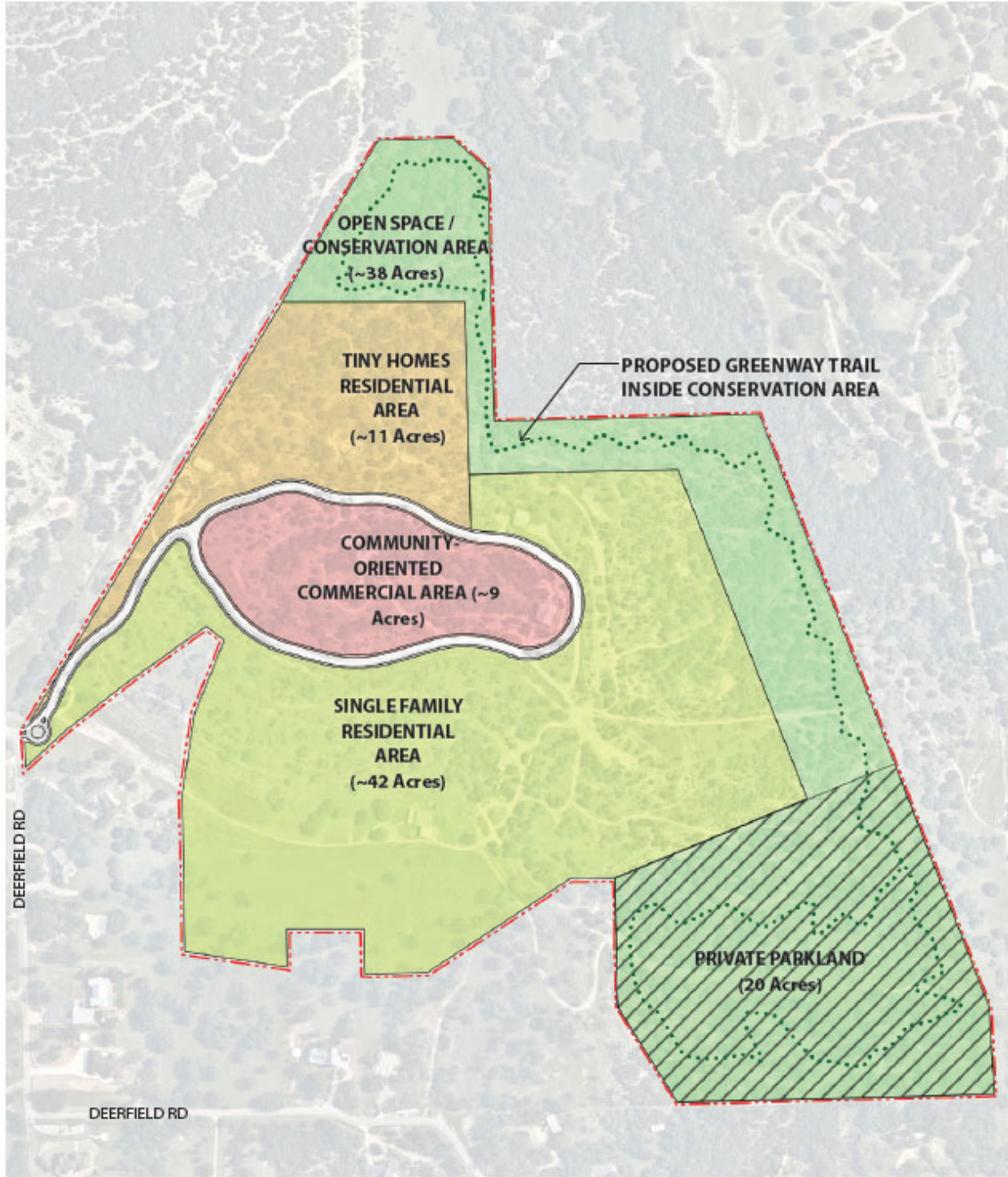
Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Sincerely,



Charley Dorsaneo
Land Use Attorney
Drenner Group, P.C.

Exhibit B
Conceptual Land Use Plan



CITY OF DRIPPING SPRINGS

ORDINANCE 2021-

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, (“CITY”) ENACTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION, PROVIDING FOR FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, DETERMINATION AND APPEALS, REPEALER, SEVERABILITY, ENFORCEMENT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to adopt and enact a moratorium in order to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, zoning, and construction on real property in the City limits and extraterritorial jurisdiction; and

WHEREAS, the City has developed a Comprehensive Plan for development within the City and desires to protect its ability to regulate development within its jurisdiction; and

WHEREAS, the City has started the process of revisiting the Comprehensive Plan and studying land use and development in the City limits and extraterritorial jurisdiction, and has issued a Request for Qualifications for a professional land planning firm to provide comprehensive plan and development code services; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations 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, Texas Local Government Code Chapters 211, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner; and

WHEREAS, the City Limits and Extraterritorial Jurisdiction (ETJ) are comprised of a combination of topographical, ecological, and drainage features that create significant development challenges; and

WHEREAS, the City will change drastically if continued growth and development should occur under the City's existing Code of Ordinances and Comprehensive Plan, which no longer adequately address concerns about the effect of responsible development in the City and ETJ; and

WHEREAS, as codified in Tex. Water Code § 26.081(a), the Legislature of the State of Texas found and declared that it is necessary to the health, safety, and welfare of the people of this state to implement the state policy to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens of the state and to prevent pollution and maintain and enhance the quality of the water in the state; and

WHEREAS, the City agrees with the Legislature of the State of Texas that it is necessary to the health, safety, and welfare of the people in the City limits and the ETJ to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens in the City limits and the ETJ to prevent pollution and maintain and enhance the quality of the water in the City limits and the Extraterritorial Jurisdiction; and

WHEREAS, the City conducted an analysis to determine the adequacy of the City's current regional wastewater facilities and the need beyond the estimated capacity that is expected to result from new property development; and

WHEREAS, upon review of the analysis by the City's Wastewater Engineer and Deputy City Administrator, the City Council has made findings contained herein as **Attachment "B"** related to the inadequacy of existing essential public facilities in accordance with Section 212.135 of the Texas Local Government Code; and

WHEREAS, the City Council finds that certain essential public and private infrastructure, being wastewater facilities and improvements and transportation facilities and improvements throughout the City Limits and ETJ, are inadequate and insufficient to adequately serve new development; and

WHEREAS, relying on the analysis provided by City Staff, the outstanding permits issued by the City prior to this moratorium, and the City's impact fee analysis, the City Council makes the following findings:

1. Taking into account all wastewater that has been committed by contract, the City's wastewater facilities are at capacity; and
2. The current wastewater collection system has bottlenecks that threaten the proper operation of the City's regional wastewater system; and
3. Based on these bottlenecks and the contractual commitments that will utilize all additional capacity of the City's regional wastewater plant, there is currently no additional capacity available to commit to development of lots; and
4. This moratorium is reasonably limited to property located in the City limits and the ETJ.

WHEREAS, until actions can be taken to increase the wastewater capacity of the City of Dripping Springs, allowing for additional wastewater service connections to the Dripping Springs Wastewater Treatment Plant(s) service area will only exacerbate the situation; and

WHEREAS, the City Council finds that a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in the City Limits and ETJ will prevent the situation from becoming worse, and will allow the City time to address the measures needed to remedy the shortage of capacity and to secure funds to pay for such remedial measures; and

WHEREAS, additional evaluation of the existing infrastructure and development are needed to allow for growth and development within the City Limits and ETJ while protecting the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, the City desires to study and evaluate the impact of further development; the need for additional wastewater facilities; appropriate zoning districts and district regulations; appropriate land use and wastewater regulations; and issues that will affect future growth and development of the area within its jurisdiction; and

WHEREAS, the City finds this evaluation process will require community input and will take a reasonable amount of time to complete; and

WHEREAS, the City has determined that it is necessary to study and update its development ordinances and procedures in order to clarify and improve its planning policies based on the forthcoming regulations, strengthen the connection between the City's Code of Ordinances and the goals and needs of the City's residents, and to protect the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, in order for the City to have adequate and reasonable time to review, evaluate, and revise the City's development ordinances, and to consider the impact of the ordinances upon future growth, public health and safety, development, the natural environment, and place of architectural, and ecological importance and significance

within the City Limits and ETJ, the City wishes to maintain the *status quo* by implementing a temporary moratorium, during which certain applications for development permits and/or approvals will be suspended; and

WHEREAS, the purpose of prohibiting certain applications for development permits and/or approvals during this study period includes, within limitation, preserving the *status quo* during the planning process, eliminating incentives for hurried applications, facilitating thoughtful and consistent planning, avoiding exploitation of the delays inherent in the municipal legislative process, and preventing applications from undermining the effectiveness of the revised rules by applying for permits and/or approvals in order to avoid the application of new, possibly more restrictive, development regulations; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City desires to implement this moratorium for a stated and fixed time period, and to include a waiver provision in accordance with Local Government Code Chapter 212, Subchapter E; and

WHEREAS, all notices and hearings, including a hearing by the Planning & Zoning Commission, have been published and held in accordance with applicable statutes, laws, and regulations; and

WHEREAS, based on the findings contained herein, information provided by City staff, and the evidence submitted at public hearings, the City Council has determined that existing development ordinances and regulations and other applicable laws are inadequate to prevent existing essential public facilities from exceeding capacity, thereby being detrimental to the public health, safety, and welfare of the residents of Dripping Springs; and

WHEREAS, the City Council finds that the enactment of this Ordinance is directly related to the immediate preservation of the public peace, health or safety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS THAT:

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Ordinance by reference as legislative findings of fact as if expressly set forth herein.

SECTION 2. DEFINITIONS: As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City’s Code of Ordinances, or if not defined by the City then the common meanings in accordance with ordinary usage.

A. Commercial property: means property zoned for or otherwise authorized for use other than single-family use, multifamily use, heavy industrial use, or use as a quarry.

B. Essential public facilities: means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.

C. Permit: means a license, certificate, approval, registration, consent, permit, contract or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.

D. Project: means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.

E. Property development: means the construction, reconstruction, or other alteration or improvement of residential or commercial buildings or the subdivision or replatting of a subdivision of residential or commercial property.

F. Residential property: means property zoned for or otherwise authorized for single-family or multi-family use.

SECTION 3. APPLICABILITY: The City of Dripping Springs hereby enacts this Ordinance in order to implement a temporary moratorium on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities. This temporary moratorium applies to all city zoning district uses within the City Limits and the ETJ.

Unless a project falls within an Exception (as provided below), this temporary moratorium applies to all applications for property development permits. Permits that are affected or not affected by the Moratorium are attached as **Attachment “A”**. The applicability of the moratorium to any permit not listed shall be determined based on the purpose of the moratorium and may be added to the list by the City Administrator.

SECTION 4. PURPOSE: This temporary moratorium is being enacted to maintain the *status quo*, and to:

- A. assess the short-term and long-term comprehensive plan;
- B. review the City’s policies on the acceptance of applications for municipal permits for construction or development;
- C. update the City’s permitting and planning requirements and processes for wastewater and transportation infrastructure; and
- D. obtain and review public input and expert guidance.

SECTION 5. ENACTMENT: The City of Dripping Springs hereby enacts this Ordinance implementing a temporary moratorium on the City’s acceptance, review, approval,

and issuance of permits in the City Limits and ETJ.

SECTION 6. DURATION: The initial duration of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

SECTION 7. EXTENSION: If the City determines that the initial period is insufficient for the City to fully complete its study and planning, this Ordinance may be renewed or extended for an additional period of time, necessary to complete the study and implement the recommended changes to City codes, policies, and processes in accordance with the time limits as provided by law upon a majority vote of the City Council.

SECTION 8. EXCEPTIONS AND EXEMPTIONS:

A. Exceptions. Any property owner who believes that they fall within the below exceptions shall provide notice of the exception at time of application for any permit with the city-approved form. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be determined within the same time period as the administrative completeness check for each project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Request is required, then the exception can be applied concurrently with the Request but the time frame of the Request shall be controlling.

- 1. No Impact Projects.** The temporary moratorium implemented by this Ordinance does not apply to a project that does not:
 - Impact wastewater capacity
 - Require land use modifications inconsistent with the updated comprehensive planning

To make a determination of whether a project is no impact as listed, an applicant shall apply for an exception to the moratorium.

- 2. Ongoing Projects.** The temporary moratorium implemented by this Ordinance does not apply to any projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of November 18, 2021, such being the fifth business day after the date on which the City published notice of the public hearings to consider this Ordinance. The provisions of this Ordinance do not apply to any completed application or plan for development for a permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or revised certificate of occupancy for Property Development that were filed prior to November 18, 2021. New permits applied for as part of a previously approved project may proceed once an exception is applied for and approved as described herein.

3. **Grandfathered Projects.** The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after November 18, 2019, then a new request is not required to meet this exception. New permits applied for as part of a previously vested project may proceed once an exception is applied for and approved as described herein.
 4. **Development Agreement:** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, wastewater, and development rules pursuant to Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New permits applied for as part of a Development Agreement project may proceed once an exception is applied for and approved as described herein.
- B. Waivers.** Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain wastewater infrastructure at property owners' sole expense and who do not require land use modifications inconsistent with the updated comprehensive planning, in accordance with Local Government Code Chapter 212, Subchapter E may apply for waiver in accordance with City policy.

SECTION 9. DETERMINATIONS & APPEALS

- A. **Exceptions.** The Planning Director or their designee shall make all initial determinations regarding the status of all projects seeking to apply for permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for projects filed within thirty (30) days of the effective date of this ordinance may be filed without a corresponding permit application. Any exception application filed within this period will be decided within ten (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, project, plat, or all area covered by a particular permit or agreement.
- B. **City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. **Waivers.** The decision to approve an Exemption (as provided for above) shall rest

solely with the City Council. Any denial will stand until the moratorium is lifted unless the project requesting the waiver has a substantial change and reapplies for a waiver.

SECTION 10. REPEALER: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 11. SEVERABILITY: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 12. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this temporary moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this Ordinance shall be construed as a waiver of the City’s right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law and/or equity.

SECTION 13. EFFECTIVE DATE: This Ordinance shall be effective immediately upon passage.

SECTION 14. 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 and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

READ & ACKNOWLEDGED on First Reading on the 16th day of November 2021.

READ & APPROVED on the Second Reading on the 22nd day of November 2021.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”**Permits Subject to Moratorium¹**

- Commercial/Multi-Family Building Permit Application
- Residential Building Permit Application
- Plan Review Application
- Subdivision Application
- Site Development Application
- Zoning Amendment/PDD Application
- Development Agreement
- Development Agreement Minor Modification/Amendment
- Conditional Use Permit
- Variance Application
- Wastewater Application
- Special District Agreement/Amendment
- Accessory Dwelling Unit Permit
- Swimming Pool Permit
- Mobile/Modular Home Permit

¹ Any permit subject to the Moratorium must be accompanied by an Exception or Waiver Form which can be found at www.cityofdrippingsprings.com/moratorium.

Permits not Subject to Moratorium

- Contractor Registration Form
- Grandfathered Status Request/Appeal
- City Limits/ETJ Determination Letter
- Street Cut/Driveway Permit
- Operational Permit/Inspection Application
- On Site Sewage Facility Permit Application
- Child Care Facility Health Inspection Application
- Food Establishment Permit/Compliance Inspection
- Mobile Food Unit
- Pre-Development Meeting Form
- Certificate of Appropriateness
- Annexation Application
- Sign Permit
- Master Sign Plan
- License to Encroach
- Exterior Lighting Compliance Review
- Zoning Determination Letter Request
- Residential Addition Permit
- Residential Accessory Structure Permit
- Residential Demolition Permit
- Residential Swimming Pool Permit
- Commercial Demolition Permit
- Commercial Tenant Finish Out

- Asbestos Compliance Statement
- Pyrotechnics/Fireworks Application
- Certificates of Occupancy Application (Business Move In/Change of Ownership)
- Any Fire Permits

BURGESS & NIPLE

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

November 1, 2021

Laura Mueller
City Attorney
City of Dripping Springs

Dripping Springs, TX 78620

Re: South Regional WWTP Capacity Summary
CMA Job Number 1431-001

Dear Mrs. Mueller:

In October 2015, the City of Dripping Springs submitted an application to the TCEQ to convert its method of treated effluent disposal from land application to discharge into waters of the State, and to expand its wastewater treatment facilities to accommodate the aggressive growth in the Greater Dripping Springs area. The permit was contested and the case was heard at the State Office of Administrative Hearings. The City prevailed and was issued the permit on May 5, 2019 (permit WQ0014488003). However, because of pending litigation, construction of the new wastewater treatment and storage facilities are being delayed.

Based on operational information, the City's operator estimates that the existing South Regional WWTP is currently at a monthly average capacity of approximately 185,000 GPD. This is based on meters measuring flows to the drip irrigation fields and to the Caliterra Effluent Holding Pond. However, please note that in the months from April through September monthly average WWTP flows surpassed 200,000 GPD based on the flow meter in the chlorine contact chamber. This is believed to be inaccurate due to excessive backwashing of the cloth filters that has now been corrected. Below is a summary of the constructed, to be constructed, and permitted capacities for the South Regional WWTP current permit WQ0014488001.

- 189,500 GPD Current Constructed Capacity (127,500 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation at Caliterra)
- 313,500 GPD Current Permitted Capacity (127,500 GPD Drip Irrigation at WWTP + 186,000 GPD Surface Irrigation at Caliterra)
- 284,000 GPD Future Permitted Capacity with Future Drip Fields Removed for WWTP and Effluent Pond Construction (98,000 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation at Caliterra)
- 160,000 GPD Currently Constructed with Future Drip Fields Removed for WWTP and Effluent Pond Construction (98,000 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation)

Laura Mueller
 City Attorney
 City of Dripping Springs
 November 1, 2021
 Page 2 of 3

- 394,000 GPD Amendment 2 (Adding 50,000 GPD Disposal Area at Carter Ranch and at 60,000 GPD at Heritage PID)

Drip irrigation disposal capacity will be reduced from 127,5000 GPD to 98,000 GPD during construction of the new discharge WWTP and 15,000,000 million gallon effluent holding pond.

Attached is a summary of the developments the City has committed to provide service to in the near future, along with a summary of permitted capacity and capacity of different construction phases. There is enough tankage in the existing WWTP to accommodate treatment capacity, however the City is limited by storage and disposal area capacity. For the purpose of this evaluation, a wastewater production estimate of 175 GPD/LUE is used. As one will see, the capacity of the existing permitted capacity will be exceeded if the total number of committed LUEs are connected before the current pending Amendment 2 to the permit is issued by the TCEQ and/or if future irrigation phases that are needed are not constructed. There are three surface irrigation phases (each 62,000 GPD) permitted at Caliterra. Only one has been constructed. The following is a clause from the City's permit WQ0014488001:

Whenever flow measurements for any domestic sewage treatment facility reach 75 percent of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90 percent of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75 percent of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

Based on the flow data collected, the City is over 90% disposal capacity, and has obtained authorization from the Commission to commence construction of the next 62,000 GPD surface irrigation phase at Caliterra (see attached approval letter). It is recommended that the approved phase be immediately constructed and that design of the final phase begin immediately followed by construction of the improvements very soon to follow.

At this time the City does not have existing disposal capacity available to provide service to any new developments. Prior to issuance and construction of Amendment No. 2 improvements by the TCEQ (adding 50,000 GPD disposal area at Carter Ranch and at 60,000 GPD at Heritage PID), the City will not have disposal capacity to provide service to any new developments past the original committed developments.

However, the City required newer developments to produce "backup plans" in the case the City exceeds its permitted and/or constructed capacities and need to be removed from the system. These include pumping and

Laura Mueller
City Attorney
City of Dripping Springs
November 1, 2021
Page 3 of 3

hauling raw sewage to other wastewater treatment and disposal facilities, individual onsite sewage treatment facilities/septic systems, or small TCEQ permitted wastewater treatment and disposal facilities.

Please feel free to contact me at 512-432-1000 or at robby.callegari@burgessniple.com with any questions and/or comments.

Very truly yours,

Burgess & Niple



Robert P. Callegari, P.E.
Austin South Engineering Section Director



DRIPPING SPRINGS
Texas

Moratorium Waiver Schedule

It is recommended that each applicant meet with City Staff prior to filing for a Waiver to ensure that an exception that could be administratively approved is not more appropriate and to ensure that sufficient information and documentation is provided to the City Council to make a decision.

Date Waiver Form Filed	Date of Council Meeting
11/23-11/26	11/30 – 5 p.m.
11/27-12/3	12/07 – 6 p.m.
12/4-12/10	12/14 – 5 p.m.
12/11-12/17	12/21 – 6 p.m.
12/18-12/24	12/28 – 5 p.m.
12/25-12/31	01/04 – 6 p.m.
1/01-1/07	01/11 – 5 p.m.
1/08-1/14	01/18 – 6 p.m.
1/15-1/21	01/25 – 5 p.m.
1/22-1/28	02/01 – 6 p.m.
1/29-2/4	02/08 – 5 p.m.
2/05-2/11	02/15 – 6 p.m.
2/12-2/18	02/22 – 5 p.m.
2/19-2/25	03/01 – 6 p.m.

CITY OF DRIPPING SPRINGS

ORDINANCE 2022-

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, (“CITY”) EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION, PROVIDING FOR FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, DETERMINATION AND APPEALS, REPEALER, SEVERABILITY, ENFORCEMENT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to extend the enacted moratorium in order to continue to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, zoning, and construction on real property in the City limits and extraterritorial jurisdiction; and

WHEREAS, the City has developed a Comprehensive Plan for development within the City and desires to protect its ability to regulate development within its jurisdiction; and

WHEREAS, the City has started the process of revisiting the Comprehensive Plan and studying land use and development in the City limits and extraterritorial jurisdiction, and is in negotiation with a professional land planning firm to provide comprehensive plan and development code services; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations 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, Texas Local Government Code Chapters 211, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner; and

WHEREAS, the City Limits and Extraterritorial Jurisdiction (ETJ) are comprised of a combination of topographical, ecological, and drainage features that create significant development challenges; and

WHEREAS, the City will change drastically if continued growth and development should occur under the City's existing Code of Ordinances and Comprehensive Plan, which no longer adequately address concerns about the effect of responsible development in the City and ETJ; and

WHEREAS, as codified in Tex. Water Code § 26.081(a), the Legislature of the State of Texas found and declared that it is necessary to the health, safety, and welfare of the people of this state to implement the state policy to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens of the state and to prevent pollution and maintain and enhance the quality of the water in the state; and

WHEREAS, the City agrees with the Legislature of the State of Texas that it is necessary to the health, safety, and welfare of the people in the City limits and the ETJ to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens in the City limits and the ETJ to prevent pollution and maintain and enhance the quality of the water in the City limits and the Extraterritorial Jurisdiction; and

WHEREAS, the City conducted an updated analysis to determine the adequacy of the City's current regional wastewater facilities and the need beyond the estimated capacity that is expected to result from new property development; and

WHEREAS, upon review of the updated analysis by the City's Wastewater Engineer and Deputy City Administrator, the City Council has made updated findings contained herein as **Attachment "B"** related to the inadequacy of existing essential public facilities in accordance with Section 212.135 of the Texas Local Government Code; and

WHEREAS, the City Council finds that certain essential public and private infrastructure, being wastewater facilities and improvements and transportation facilities and improvements throughout the City Limits and ETJ, are inadequate and insufficient to adequately serve new development; and

WHEREAS, relying on the analysis provided by City Staff, the outstanding permits issued by the City prior to this moratorium, and the City's impact fee analysis, the City Council makes the following findings:

1. Taking into account all wastewater that has been committed by contract, the City's wastewater facilities are at capacity; and
2. The current wastewater collection system has bottlenecks that threaten the proper operation of the City's regional wastewater system; and
3. Based on these bottlenecks and the contractual commitments that will utilize all additional capacity of the City's regional wastewater plant, there is currently no additional capacity available to commit to development of lots; and
4. This moratorium is reasonably limited to property located in the City limits and the ETJ; and
5. The City is actively updating its Development Code and is in negotiation with a planning firm to update its Comprehensive Plan and Development Code.

WHEREAS, the City continues to take actions to increase wastewater capacity, but until actions can be finalized to increase the wastewater capacity of the City of Dripping Springs, allowing for additional wastewater service connections to the Dripping Springs Wastewater Treatment Plant(s) service area will only exacerbate the situation; and

WHEREAS, the City Council finds that a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in the City Limits and ETJ will prevent the situation from becoming worse, and will allow the City time to address the measures needed to remedy the shortage of capacity and to secure funds to pay for such remedial measures; and

WHEREAS, additional evaluation of the existing infrastructure and development are needed to allow for growth and development within the City Limits and ETJ while protecting the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, the City desires to study and evaluate the impact of further development; the need for additional wastewater facilities; appropriate zoning districts and district regulations; appropriate land use and wastewater regulations; and issues that will affect future growth and development of the area within its jurisdiction; and

WHEREAS, the City finds this evaluation process will require community input and will take a reasonable amount of time to complete; and

WHEREAS, the City has determined that it is necessary to continue to study and update its development ordinances and procedures in order to clarify and improve its planning policies based on the forthcoming regulations, strengthen the connection between the City's Code of Ordinances and the goals and needs of the City's residents, and to protect the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, in order for the City to have adequate and reasonable time to review, evaluate, and
 City of Dripping Springs Temporary Moratorium-Extension
 Ordinance No. XXX

revise the City's development ordinances, and to consider the impact of the ordinances upon future growth, public health and safety, development, the natural environment, and place of architectural, and ecological importance and significance within the City Limits and ETJ, the City wishes to maintain the *status quo* by implementing a temporary moratorium, during which certain applications for development permits and/or approvals will be suspended; and

WHEREAS, the City Council is adopting a working plan and time schedule for achieving an updated comprehensive plan and development code as contained herein as Attachment "C"; and

WHEREAS, the purpose of prohibiting certain applications for development permits and/or approvals during this study period includes, within limitation, preserving the *status quo* during the planning process, eliminating incentives for hurried applications, facilitating thoughtful and consistent planning, avoiding exploitation of the delays inherent in the municipal legislative process, and preventing applications from undermining the effectiveness of the revised rules by applying for permits and/or approvals in order to avoid the application of new, possibly more restrictive, development regulations; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City desires to implement this moratorium for a stated and fixed time period, and to include a waiver provision in accordance with Local Government Code Chapter 212, Subchapter E; and

WHEREAS, all notices and hearings, including a hearing by the Planning & Zoning Commission and by the City Council, were published and held in accordance with applicable statutes, laws, and regulations and a temporary moratorium was adopted for 90 days; and

WHEREAS, the notice for the possible extension of the temporary moratorium has been published in the newspaper for a public at City Council; and

WHEREAS, based on the updated findings contained herein, information provided by City staff, and the evidence submitted at the public hearing, the City Council has determined that existing development ordinances and regulations and other applicable laws are inadequate to prevent existing essential public facilities from exceeding capacity, thereby being detrimental to the public health, safety, and welfare of the residents of Dripping Springs; and

WHEREAS, the City Council finds that the enactment of this Ordinance is directly related to the immediate preservation of the public peace, health or safety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS THAT:

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Ordinance by reference as legislative findings of fact as if expressly set forth herein.

SECTION 2. DEFINITIONS: As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined by the City then the common meanings in accordance with ordinary usage.

- A. Commercial property:** means property zoned for or otherwise authorized for use other than single-family use, multifamily use, heavy industrial use, or use as a quarry.
- B. Essential public facilities:** means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.
- C. Permit:** means a license, certificate, approval, registration, consent, permit, contract or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.
- D. Project:** means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.
- E. Property development:** means the construction, reconstruction, or other alteration or improvement of residential or commercial buildings or the subdivision or replatting of a subdivision of residential or commercial property.
- F. Residential property:** means property zoned for or otherwise authorized for single-family or multi-family use.

SECTION 3. APPLICABILITY: The City of Dripping Springs hereby enacts this Ordinance in order to extend the temporary moratorium on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities. This extension of the temporary moratorium applies to all city zoning district uses within the City Limits and the ETJ.

Unless a project falls within an Exception (as provided below), this temporary moratorium applies to all applications for property development permits. Permits that are affected or not affected by the Moratorium are attached as **Attachment "A"**. The applicability of the moratorium to any permit not listed shall be determined based on the purpose of the moratorium and may be added to the list by the City Administrator.

SECTION 4. PURPOSE: This temporary moratorium is being extended to maintain the *status quo*, and to:

- A. assess the short-term and long-term comprehensive plan;
- B. review the City's policies on the acceptance of applications for municipal permits for construction or development;
- C. update the City's permitting and planning requirements and processes for wastewater and transportation infrastructure; and
- D. obtain and review public input and expert guidance.

SECTION 5. ENACTMENT: The City of Dripping Springs hereby enacts this Ordinance implementing a temporary moratorium on the City's acceptance, review, approval, and issuance of permits in the City Limits and ETJ.

SECTION 6. DURATION: The initial duration of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

SECTION 7. EXTENSION: If the City determines that the initial period is insufficient for the City to fully complete its study and planning, this Ordinance may be renewed or extended for an additional period of time, necessary to complete the study and implement the recommended changes to City codes, policies, and processes in accordance with the time limits as provided by law upon a majority vote of the City Council.

SECTION 8. EXCEPTIONS AND EXEMPTIONS:

A. Exceptions. Any property owner who believes that they fall within the below exceptions shall provide notice of the exception at time of application for any permit with the city-approved form. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be determined within the same time period as the administrative completeness check for each project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Request is required, then the exception can be applied concurrently with the Request but the time frame of the Request shall be controlling.

- 1. No Impact Projects.** The temporary moratorium implemented by this Ordinance does not apply to a project that does not:
 - Impact wastewater capacity
 - Require land use modifications inconsistent with the updated comprehensive planning

To make a determination of whether a project is no impact as listed, an applicant shall apply for an exception to the moratorium.

2. Ongoing Projects.

The temporary moratorium implemented by this Ordinance does not apply to any projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of November 18, 2021, such being the fifth business day after the date on which the City published notice of the public hearings to consider this Ordinance. The provisions of this Ordinance do not apply to any completed application or plan for development for a permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or revised certificate of occupancy for Property Development that were filed prior to November 18, 2021. New permits applied for as part of a previously approved project may proceed once an exception is applied for and approved as described herein.

3. Grandfathered Projects. The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after November 18, 2019, then a new request is not required to meet this exception. New permits applied for as part of a previously vested project may proceed once an exception is applied for and approved as described herein.

4. Development Agreement: Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, wastewater, and development rules pursuant to Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New permits applied for as part of a Development Agreement project may proceed once an exception is applied for and approved as described herein.

B. Waivers. Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain wastewater infrastructure at property owners' sole expense and who do not require land use modifications inconsistent with the updated comprehensive planning, in accordance with Local Government Code Chapter 212, Subchapter E may apply for waiver in accordance with City policy.

SECTION 9. DETERMINATIONS & APPEALS

A. Exceptions. The Planning Director or their designee shall make all initial determinations regarding the status of all projects seeking to apply for permits during this temporary moratorium and recognition of all Exceptions (as provided herein).

Exceptions for projects filed within thirty (30) days of the effective date of this ordinance may be filed without a corresponding permit application. Any exception application filed within this period will be decided within ten (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, project, plat, or all area covered by a particular permit or agreement.

B. City Council. City Council shall make a final decision on waivers within 10 days of filing of application.

C. Waivers. The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted unless the project requesting the waiver has a substantial change and reapplies for a waiver.

SECTION 10. REPEALER: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 11. SEVERABILITY: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 12. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this temporary moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law and/or equity.

SECTION 13. EFFECTIVE DATE: This Ordinance shall be effective upon expiration of the moratorium on February 20, 2022 and shall extend the moratorium for 90 days.

SECTION 14. 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 and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”**Permits Subject to Moratorium¹**

- Commercial/Multi-Family Building Permit Application
- Residential Building Permit Application
- Plan Review Application
- Subdivision Application
- Site Development Application
- Zoning Amendment/PDD Application
- Development Agreement
- Development Agreement Minor Modification/Amendment
- Conditional Use Permit
- Variance Application
- Wastewater Application
- Special District Agreement/Amendment
- Accessory Dwelling Unit Permit
- Swimming Pool Permit
- Mobile/Modular Home Permit

¹ Any permit subject to the Moratorium must be accompanied by an Exception or Waiver Form which can be found at www.cityofdrippingsprings.com/moratorium.

Permits not Subject to Moratorium

- Contractor Registration Form
- Grandfathered Status Request/Appeal
- City Limits/ETJ Determination Letter
- Street Cut/Driveway Permit
- Operational Permit/Inspection Application
- On Site Sewage Facility Permit Application
- Child Care Facility Health Inspection Application
- Food Establishment Permit/Compliance Inspection
- Mobile Food Unit
- Pre-Development Meeting Form
- Certificate of Appropriateness
- Annexation Application
- Sign Permit
- Master Sign Plan
- License to Encroach
- Exterior Lighting Compliance Review
- Zoning Determination Letter Request
- Residential Addition Permit
- Residential Accessory Structure Permit
- Residential Demolition Permit
- Residential Swimming Pool Permit
- Commercial Demolition Permit
- Commercial Tenant Finish Out

- Asbestos Compliance Statement
- Pyrotechnics/Fireworks Application
- Certificates of Occupancy Application (Business Move In/Change of Ownership)
- Any Fire Permits

ATTACHMENT "B"
WASTEWATER ENGINEER LETTER

ATTACHMENT “C”

PLAN AND TIME SCHEDULE FOR UPDATED COMPREHENSIVE PLAN AND DEVELOPMENT CODE

- January 2022:** Issue and receive qualifications on Comprehensive Plan and Development Code RFQ
- January 18, 2022:** City Council selects Contractor and Alternate for RFQ
- February 2022:** Staff consults with Contractor and produces and executes agreement with Contractor for needed services; Review and Approval of updated regulations related to ADUs.
- March 2022:** Kickoff meeting for Comprehensive Plan/Development Code Rewrite
- March – Oct. 2022:** Public Engagement, data collection, and drafting of documents; additional updates to codes as needed.
- October 2022:** Required notices for public hearings and actions on the Comprehensive Plan and Development Code sent to Newspaper and posted on City Website
- November 2022:** Presentation of draft Comprehensive Plan and Development Code to Planning and Zoning Commission and City Council
- December 2022:** Comprehensive Plan and updated Development Code approved by City Council



DRIPPING SPRINGS Texas

Projects with Approved Exceptions/Waivers

All permits that are compliant with previous approvals can move forward normally.

Date Approved	Name of Project	Approved
11/23/2021	Headwaters	DA
11/23/2021	Caliterra	DA
11/23/2021	Cannon Ranch	PDD/WW Agreement
11/23/2021	Driftwood/Driftwood 522	DAs
11/23/2021	Ledgestone (MUD 4)	Consent to MUD
11/23/2021	Wild Ridge	Consent to MUD/WW Agreement
11/23/2021	Big Sky Ranch	PDD/WW Agreement
11/23/2021	Arrowhead Ranch	DA
11/23/2021	Carter Tract	DA and WW agreement (Caliterra)
11/23/2021	Cortaro	Final Plat and Septic
11/23/2021	Village Grove	Consent to MUD
11/23/2021	New Growth	MOU
11/23/2021	PDD 11	PDD and WW Agreement
11/23/2021	Parten Ranch	DA
12/1/2021	Heritage Subdivision	DA/PDD/WW Agreement
12/7/2021	Esperanza	Approved Plats and Exceptions
12/7/2021	Silver Creek (Waiver)	Septic and Concept Plan
12/20/2021	Bunker Ranch Phases 1-4; Hardy North	Plats
12/20/2021	Cannon East	PDD Application - Ongoing
12/22/2021	Lohec Amending Plat	Moratorium Exception
12/30/2021	Dripping Springs Storage Expansion	Moratorium Exception
1/04/2022	Julep Commercial	Moratorium Waiver
1/04/2022	5307 Bell Springs Commercial	Moratorium Waiver
1/11/2022	Overlook at Bunker Ranch	Moratorium Waiver
1/11/2022	Hardy T Land South	Moratorium Waiver
1/11/2022	Hardy T Land North	Moratorium Waiver
1/21/2022	1079 Twain St House	Moratorium Exception



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: 02/01/2022

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

Agenda Item Requestor:

Summary/Background: In October of 2022, TxDOT authorized funding of a sidewalk project in the City of Dripping Springs through the Transportation Set Aside Grant Program. City Council needs to authorize City staff to negotiate an Advance Funding Agreement with TxDOT so the project can be initiated.

The total cost of the project is estimated at \$1,336,983 The Federal cost participation is \$1,069,587 leaving an estimated \$267,397 local (City) participation.

Commission Recommendations:

Recommended Council Actions: City staff recommends approval.

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2022-R _____

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

WHEREAS, on October 28, 2021, via Minute Order 116126, the Texas Transportation Commission authorized the MERCER ST. SIDEWALK project (the “Project) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

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

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

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

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

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

PASSED AND APPROVED THIS 1st DAY OF FEBRUARY 2022, by a vote of _____(ayes) to _____(nays) to _____(abstentions) of the City Council of Dripping Springs, Texas.

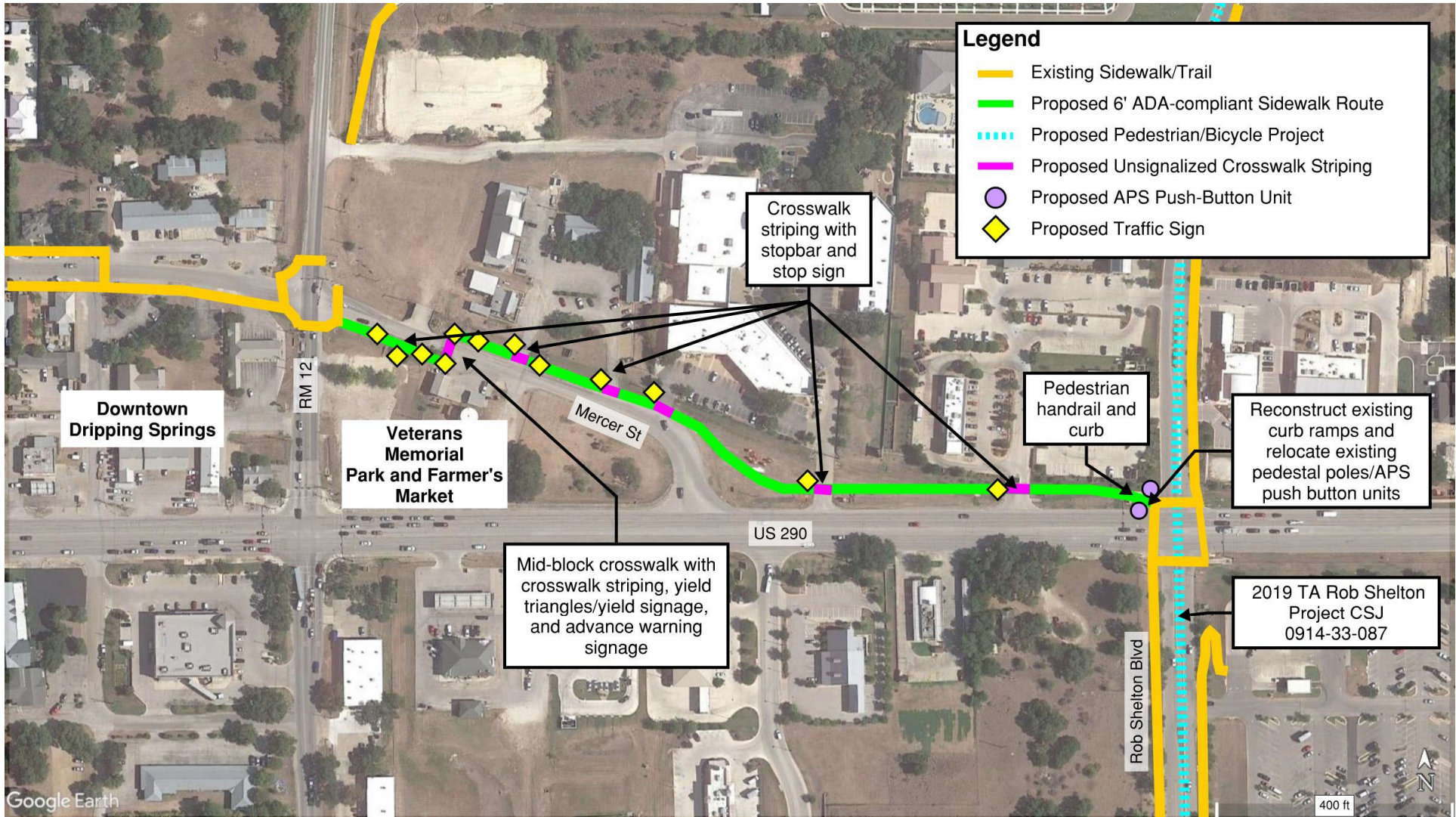
CITY OF DRIPPING SPRINGS:

Mayor, Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

Project Layout Map





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

Submitted By: Kelly Schmidt, Parks & Community Services Director

City Council Meeting Date: February 15, 2022

Agenda Item Wording: **Discuss and consider approval of a Use Agreement between the City of Dripping Springs and Tiger Splash TAAF Swim Team related to use of the Founders Memorial Pool for the 2022 swim season.**

Agenda Item Requestor: Council Member Parks

Summary/Background: In previous years the Tiger Splash Founders Pool Use Agreement presented as complex in components and facilitation. The assessed Facility Use fee was based on a compilation of team enrollment percentage splits, rental fees, and propane reimbursements. At the request of Tiger Splash, city staff revisited the structure of the agreement and is presenting a simpler format that is based on rental fees established in the city's current fee schedule.

Tiger Splash requested 20% discount off the City's current Fee Schedule for their Use Agreement Fee. A 10% discount off the City's Fee Schedule was authorized by the City Administrator and terms presented at the February Parks & Recreation Commission meeting.

The 2022 Use Agreement reflects a simplified approach at agreement execution and fee collection.

Changes and updates of significance include:

1. Updated program dates.
2. Exclusive use of the Founders Park pavilion on dates and during times that align with corresponding practices, special meetings, and meets free of charge.
3. Eliminating a rental fee based on enrollment percentage splits and applying established Non-Profit pool rental fee rate from the City's Current Fee Schedule.
4. Eliminating requirement to reimburse city for propane usage. This is included in facility rental for all renters.
5. Applying City Administrator approved non-profit status and service to community qualifier 10% discount.

6. Total due to City = \$15,300 (with 10% discount) = \$85/hr covering staffing, propane, and use of pool and pavilion facilities.
7. Promotion of Tiger Splash in Parks and Community Services 2022 annual guide, Facebook page, and Aquatics web page will also be included again.

Staff Recommendation: Recommend approval as presented including formal reserved use of the Founders Park Pavilion at no cost to Tiger Splash. Deny request from TS for an additional 10% discount on top of already approved additional 10%.

Commission Recommendation: On February 7, 2022, the Dripping Springs Parks & Recreation Commission unanimously approved a recommendation of 15% discount off the current non-profit rental fee listed in the City's Fee Schedule. This request does not apply to labor costs for an additional lifeguard needed at swim meets. The total fee paid by Tiger Splash with the additional 5% discount will be \$14,570.00 (\$13,770 Rental + \$800 Swim Meet additional Lifeguard) for their 2022 pool rental.

Attachments:

1. 2022 Tiger Splash Founders Memorial Pool Facility Use Agreement (updated with PRC recommendations)
2. Tiger Splash Historical Payment and Terms Tracker

Next Steps/Schedule: Execute contract.

TIG02212022

USE AGREEMENT

Tiger Splash and City of Dripping Springs for Founders Memorial Park Pool

THIS USE AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and Tiger Splash, a registered Texas non-profit organization.

I. RECITALS

- A. Tiger Splash is a registered Texas non-profit in good standing whose purpose is to provide the youth of Dripping Springs and surrounding areas swim programs that encourage confidence, positive self-esteem and good sportsmanship.
- B. Tiger Splash wishes to enter into a use agreement with the City to allow Tiger Splash to use Founders Memorial Park Pool (“Pool”) for Tiger Splash practices and swim meets.
- C. The City desires to aid Tiger Splash and, accordingly, agrees to allow Tiger Splash to use the Pool for their practices and swim meets.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties hereto agree as follows:

A. Duties of Tiger Splash

- a. Tiger Splash will collect all Swim Team Registration fees.
- b. Tiger Splash will provide all equipment needed for Swim Meets including, but not limited to, timing systems, and will provide for set-up and take down.
- c. Tiger Splash representatives may be called upon to assist aquatics staff to remove the pool covers prior to usage and replace the pool covers after each usage. Tiger Splash representatives shall timely comply with such requests.

B. Duties of the City

- a. The City will allow Tiger Splash to use the on-site storage shed at the pool for storing swim meet items.

- b. Tiger Splash shall not operate or allow the sale of concessions without City written approval, which shall be requested in advance of any sale, unless otherwise specifically authorized by this agreement.
- c. The City will allow Tiger Splash to sell coffee and breakfast tacos on Swim Meet Days: May 21, May 28, June 4, June 18, and June 25. Concessionaire's may be required to obtain a food handlers permit and shall comply with the City's Food Establishment Regulations (Chapter 10 Health and Sanitation, Article 10.02 Food Establishments, City of Dripping Springs Code of Ordinances)
- d. Costs for heating the pool are covered by the facility rental fee.
- e. A minimum of 2 lifeguards will be present at every swim practice (provided that junior aquatic volunteers are present in the water during practice) and a minimum of 3 lifeguards at every swim meet.

D. Rental Fees and Payment

- a. Total Rental Fee for practices and meets $180\text{hrs} \times \$76.50/\text{hr} = \$13,770$ as outlined in Exhibit "A".
- b. Additional Lifeguard required at meets $32\text{hrs} \times \$25/\text{hr} = \800 as outlined in Exhibit "A".
- c. Pavilion use for pre-scheduled swim meets, practices, and team social events covered by this Agreement will be provided at no cost to Tiger Splash. (Discount of \$85 per use).
- d. Total Facility Rental Fee due to the City of Dripping Springs is \$14,570 (equivalent to ~\$81/hr) which includes lifeguard staffing, use of the facilities, utilities, propane, and promotion of Tiger Splash in the 2022 Parks and Community Services Guide, website, and social media outlets).
- e. Tiger Splash will receive City Administrator approved 10% off rental fees due to non-profit status and service to community qualifications.
- f. Tiger Splash will receive an additional 5% off rental fees due to non-profit status, service to community qualifications, and bulk usage of the Founders Pool Facility.
- g. Payment to the City shall occur in full before the end of the first week of practice or by Friday, May 6, 2022.

E. Access to Facilities

- a. Tiger Splash swim team is permitted access to Founders Memorial Park Pool during reserved times for swim team practices and meets. If a pre-scheduled practice or swim meet time is going to be utilized for a team social event that is not already documented in this agreement, the use change and supporting details must be communicated at least two weeks in advance, in writing to the Pool Manager to allow for proper staffing and accommodations.
- b. Tiger Splash is permitted to host social events outside the dates detailed in this Agreement. However, the organization will have to reserve amenities and pay the associated fees at the current Fee Schedule rates and terms^[MF1].
- c. In order to provide the safest operational standards, no more than 150 people can be in the facility at one time including swimmers, spectators, and volunteers.
- d. A designated spectator area for families and guests is preferred. The designated location will be in an area that does not prevent ingress or egress around the pool and through the facility.
- e. Tiger Splash shall have access to the Pool for the following times on the following dates as outlined in Exhibit “A” and as follows between Monday, April 25, 2022 – Wednesday, July 20, 2022, and:
 - i. April 25, 2022 - April 26, 2022: Monday & Tuesday, 5:00 p.m. – 8:00 p.m.
 - ii. April 27, 2022 - April 28, 2022: Wednesday & Thursday, 5:00 p.m. – 7:00 p.m.
 - iii. May 2, 2022 – May 26, 2021: Monday – Thursday, 5:00 p.m. – 8:00 p.m.
 - iv. May 31 , 2022 – July 20, 2022: Monday – Thursday, 6:00 p.m. – 9:00 p.m.
 - v. July 19,2021 – July 27, 2021: Monday – Thursday, 6:00 p.m. – 9:00 p.m.
 - vi. Five Meet Dates:
 - i. Saturday, May 21, 2022: 6:30 a.m. – 12:30 p.m.
 - ii. Saturday, May 28, 2022: 6:30am – 2:30 p.m.
 - iii. Saturday, June 4, 2022: 6:30 a.m. – 12:30 p.m.
 - iv. Saturday, June 18, 2022: 6:30 a.m. – 12:30 p.m.
 - v. Saturday, June 25, 2022: 6:30 a.m. – 12:30 p.m.

- vii. Tiger Splash may also have exclusive use of Founders Memorial Park Pavilion for a team social event during practice on Wednesday, May 18, 2022, 5:00 p.m. – 8:00 p.m. and on Saturday, June 18, 2022, 6:00 p.m. – 9:00 p.m.
- f. If there is an emergency such as inclement weather, public health emergency, or an unforeseen circumstance, the City may decide to close the Pool or limit access to the Pool on impacted days. If the pool is closed, the City will work with Tiger Splash to reschedule the canceled practice or swim meet date during the season barring that the pool space and staff is available.
- g. Tiger Splash will not have access to the pool Memorial Day, May 31, 2022, or Independence Day, July 4, 2022.

F. It is understood and agreed between the parties that:

- a. Tiger Splash will maintain its own liability insurance through Texas Amateur Athletic Federation (TAAF) and will name the City as an additional named insured and provide a copy of such policy prior to the beginning of the terms of this Use Agreement.
 - b. It is specifically agreed that nothing herein is intended to convey any real property rights of the Pool to Tiger Splash.
 - c. The City assumes no responsibility for any property placed by Tiger Splash or any Tiger Splash member, agent, or guest, at the Pool or in the storage facilities or any part thereof, and the City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of the Pool and related facilities under this Agreement.
 - d. Tiger Splash accepts the premises as-is. Tiger Splash may not change any part of the Pool or layout of its related facilities unless it receives prior written approval from the Programs and Aquatics Manager or the Parks and Community Services Director for the proposed changes.
 - e. Tiger Splash will cooperate with the City to comply with all applicable laws (federal, state, and local), including ordinances of the City. Tiger Splash agrees to abide by and conform with all rules and regulations from time to time adopted or prescribed by the City for the government and management of the Pool.
- F. TIGER SPLASH AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, SERVANTS, AND EMPLOYERS, FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR INCIDENT TO THEIR USE OF, OR THE USE AND OCCUPANCY OF, THE POOL BY TIGER SPLASH, AND TIGER SPLASH DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS

FOR DAMAGES TO PERSONS OR PROPERTY WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING THE TERM OF THIS AGREEMENT IN CONNECTION WITH THE USE OR OCCUPANCY OF THE POOL BY TIGER SPLASH OR ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, MEMBERS, GUESTS OR INVITEES.

- g. Mandatory Disclosures: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor must fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>
- h. Tiger Splash shall not assign this Agreement, or any rights, obligations dates, discounts, or entitlements created under this Agreement to any other person or entity.
- i. Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party thirty (30) days written notice.
- j. This Agreement will automatically terminate if Tiger Splash fails to make any required payment or if Tiger Splash fails to adequately respond and remedy any complaints or concerns from the City within thirty (30) days of a written request by the City.
- k. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

When delivered personally to the recipient’s address as stated in this Agreement; or Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement:

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

To Tiger Splash:
Tiger Splash
Attn: Vice - President
1521 Kemp Hills Dr.
Austin, TX 78737

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Tiger Splash.

- l. This Agreement shall be effective upon final signing by both parties.

IN WITNESS WHEREOF, The City of Dripping Springs and Tiger Splash have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:

TIGER SPLASH:

Bill Foulds Jr., Mayor

Mike Lemonds, President

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

EXHIBIT A
Tiger Splash 2022 Calendar & Fees Outline

Tiger Splash Calendar

Date	Day	Time	Event	Location
April 25 & 26	Mon & Tues	5:00pm – 8:00pm	JAV Training (6hrs)	Founders Pool
April 27 & 28	Wed & Thurs	5:00pm – 7:00pm	NEW Swimmer Evaluations(4hrs)	Founders Pool
May 2-5	Mon - Thurs	5:00pm – 8:00pm	Practice (12hrs)	Founders Pool
May 9-12	Mon - Thurs	5:00pm – 8:00pm	Practice (12hrs)	Founders Pool
May 16-19	Mon - Thurs	5:00pm – 8:00pm	Practice (12hrs)	Founders Pool
May 19	Thursday	5:00pm – 8:00pm	Kick-Off Swim Party (3hrs)	Founders Pavilion
May 21	Saturday	6:30am - 12:30pm	Time Trials Swim Meet (6hrs)	Founders Pool
May 23-26	Mon - Thurs	5:00pm – 8:00pm	Practice (12hrs)	Founders Pool
May 28	Saturday	6:30am - 2:00pm	Swim Meet & JAV Refresher (7.5)	Founders Pool
May 31-June 2	Tues - Thurs	6:00pm - 9:00pm	Practice (12hrs)	Founders Pool
June 4	Saturday	6:30am - 12:30pm	Home Swim Meet (6)	Founders Pool
June 6-9	Mon - Thurs	6:00pm - 9:00pm	Practice (12hrs)	Founders Pool
June 13-16	Mon - Thurs	6:00pm - 9:00pm	Practice (12hrs)	Founders Pool
June 18	Saturday	6:30am - 12:30pm	Home Swim Meet (6)	Founders Pool
June 20-23	Mon - Thurs	6:00pm - 9:00pm	Practice (12hrs)	Founders Pool
June 23	Thursday	6:00pm - 9:00pm	Team Swim Party (3)	Founders Pavilion
June 25	Saturday	6:30am - 12:30pm	Color Splash Swim Meet (6)	Founders Pool
June 27-30	Mon - Thurs	6:00pm - 9:00pm	Practice (12hrs)	Founders Pool
July 5-7	Tues - Thurs	6:00pm - 9:00pm	Practice (9hrs)	Founders Pool
July 11-14	Mon - Thurs	6:00pm - 9:00pm	Practice (12hrs)	Founders Pool
July 18-20	Mon - Wed	6:00pm - 9:00pm	Practice (9hrs)	Founders Pool

2022 Swim Season Proposed Fee Outline

- Practices & Meets = 180hrs x \$76.50/hr = \$13,770 (Includes 15% Discount off NP Rate)
- Additional Guard for meets \$25/hr x 32hrs = \$800
- Pavilion Rental for Meets/Practices (\$75/4hr block) 180hrs = \$3375 (Fee Waived)
- TS Equipment and Program Supply On-Site Storage = No Charge
- City Admin Non-profit Discount 10% + PRC Recommended 5%

Total for season = \$14,570

(Based on current Fee Schedule + including 15% discount + Lifeguard + Propane + 0 pavilion rental fee)

2021 Swim Season Fee Summary (Comparison)

- Meet Fees = \$1,200.00
- 30% of enrollments = \$9,072 (189 swimmers @ \$160)
- Propane Reimbursement = \$2,014.95 (Council approved discounted payment, TS did not pay actual owed)

Total \$13,486.95



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: February 2, 2022

Agenda Item Wording: Discuss and consider a Co-Sponsorship Agreement with Dripping Springs Ag Boosters for the 2022 Rodeo.

Agenda Item Requestor: Emily Nelson

Summary/Background: Dripping Springs Ag Boosters would like to create a Co-Sponsorship for the 2022 Rodeo occurring May 27-29, 2022. They have requesting to model the agreement that we have used in the past that is attached.

I met and spoke with the Rodeo Chair, Stephanie Kirkey, to lay out some guidelines that I think could improve the distribution of duties.

I requested that DSRP be able to assist with advertising for the Rodeo through social media and other outlets. I also requested that we handle ticket sales through our tried-and-true systems. It will allow for us to interact with the public to answer questions and help connect them with tickets directly. Also, it is very easy to contact us to get help because we have a staffed office during the week.

Staff Recommendation: Staff recommends a Co-Sponsorship with Dripping Springs Ag Boosters for Rodeo 2022 with the agreement that DSRP staff will assist in social media advertising and oversee all ticket sales.

Attachments: 2020 Rodeo Co-Sponsorship Agreement

Next Steps/Schedule: None

**DRIPPING SPRINGS RANCH PARK DRIPPING SPRINGS FAIR & RODEO
LOGO USE AND CO-SPONSORSHIP AGREEMENT**

THIS CONTRACT made this the ___ day of _____, 2022, by and between **Dripping Springs Ag Boosters**, hereinafter called the “*User*”, and the **City of Dripping Springs**, hereinafter called the “*Owner*.” acting herein by its City Administrator, Michelle Fischer hereunto duly authorized.

WITNESSETH, that the User and the Owner for the considerations stated herein mutually agree as follows:

1. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as the “Property”.
2. Owner owns all rights in and to the Property and retains all rights to the Property, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted.
3. User desires to obtain, and Owner has agreed to grant, a license authorizing the use of the Property by User in accordance with the terms and conditions of this Agreement.

The parties agree to abide by the terms as follows:

A. CONTRACT COMPONENTS. The executed contract documents shall consist of the following components:

1. This Contract;
2. Exhibit “A” Property/Logo
3. Exhibit “B” Co-Sponsorship Application
4. Exhibit “C” Event Center Rental Contract

This Contract, together with other documents enumerated here, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of an Exhibit conflicts with a provision in this Contract, the provisions in this Contract prevails.

B. GRANT OF LICENSE. Owner owns the **Dripping Springs Fair & Rodeo Logo** “Property”. Owner grants User a non-exclusive license to use the Property in all marketing materials related to the 2022 Dripping Springs Fair & Rodeo including digital marketing. The license to use the Property terminates on December 31, 2022 unless extended in writing by the Owner. User may use the Property for apparel or other merchandise, but must cease sale and distribution of the merchandise upon expiration or termination of this Agreement. Owner retains title and ownership of the Property. User will own all rights to materials, products, and work created by User “Work” in connection with this license. The license is only valid while the

Dripping Springs Fair & Rodeo is located at the Dripping Springs Ranch Park and is the subject of a Dripping Springs Ranch Park and Event Center Rental Contract. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

C. CO-SPONSORSHIP. User shall have use of the Dripping Springs Ranch Park and Event Center for the **Dripping Springs Fair & Rodeo** from 5/27/22-5/30/22 based on the Event Center Contract attached as Exhibit “C” at the cost of the greater of seven thousand nine hundred dollars (\$7900) for the Full Facility Rental or 1/3 of the profits generated from the event, but shall not include the cost of other fees including, but not limited to, staff time or equipment rentals. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

D. RIGHTS AND OBLIGATIONS. User shall be the sole owner of the Work and all proprietary rights in and to the Work; however, such ownership shall not include ownership of the copyright in and to the Property or any other rights to the Property not specifically granted in this Agreement.

E. MODIFICATIONS. Unless the prior written approval of Owner is obtained, User may not modify or change the Property in any manner. User shall not use the Property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

F. DEFAULTS ON AGREEMENT. If User fails to abide by the obligations of this Agreement or its Event Center Rental Contract, including the obligation to publicize the City as the main sponsor of the event, Owner shall have the option to cancel this Agreement by providing 30 days written notice to User. User shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or Owner will have the option to cancel this Agreement, despite previous corrective action.

G. WARRANTIES. Neither party makes any warranties with respect to the use, sale, or other transfer of the Property by the other party or by any third party, and User accepts the product “AS IS.” In no event will Owner be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property.

H. TRANSFER OF RIGHTS. Neither party shall have the right to assign its interests in this Agreement to any other party unless the prior written consent of the other party is obtained.

I. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD THE OTHER HARMLESS FOR ANY LOSSES, CLAIMS, DAMAGES, AWARDS, PENALTIES, OR INJURIES INCURRED BY ANY THIRD PARTY, INCLUDING REASONABLE ATTORNEY’S FEES, WHICH ARISE FROM ANY ALLEGED BREACH OF SUCH

INDEMNIFYING PARTY’S REPRESENTATIONS AND WARRANTIES MADE UNDER THIS AGREEMENT, PROVIDED THAT THE INDEMNIFYING PARTY IS PROMPTLY NOTIFIED OF ANY SUCH CLAIMS. THE INDEMNIFYING PARTY SHALL HAVE THE SOLE RIGHT TO DEFEND SUCH CLAIMS AT ITS OWN EXPENSE. THE OTHER PARTY SHALL PROVIDE, AT THE INDEMNIFYING PARTY’S EXPENSE, SUCH ASSISTANCE IN INVESTIGATING AND DEFENDING SUCH CLAIMS AS THE INDEMNIFYING PARTY MAY REASONABLY REQUEST. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

K. DURATION. This Contract shall be in effect until December 31, 2022, unless terminated as provided below or extended in writing.

L. TERMINATION. This Agreement shall terminate automatically on Termination Date. Either party may terminate this Agreement if the other party breaches this Agreement or the Event Center Rental Agreement. Prior to termination, the complaining party shall provide the other party ten (10) business days to cure any breach unless such cure is non-feasible.

1. Upon termination or expiration of this Agreement, Licensee User shall cease reproducing, advertising, marketing, and distributing the Work including merchandise as soon as is commercially feasible. Licensee shall have the right to fill existing orders of any merchandise with the Property then in stock. Owner will have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to Licensee.
2. Termination or expiration of this Agreement shall not extinguish any of the User’s or Owner’s obligations under this Agreement including, but not limited to, the obligation to pay royalties, if any, which by their terms continue after the date of termination or expiration.

M. NOTICE. All notice required or permitted under this Contract 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 Owner:

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

For the User:

Attention: Stephanie Kirkey
P.O. Box 1008
Dripping Springs, TX 78620
863-447-6878

N. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

P. APPLICABLE LAW. The laws of the State of Texas shall govern this Contract. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

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

This Agreement and its exhibits 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 any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed:

CITY OF DRIPPING SPRINGS

By _____
Michelle Fischer, City Administrator

By _____

EXHIBIT "A"





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

Submitted By: Caylie Houchin, Community Events Coordinator

City Council Meeting Date: February 15, 2022

Agenda Item Wording: Discuss and consider approval of a Co-Sponsorship request from Destination Dripping Springs for use of the Stephenson Building parking lot and field to host its Dripping Springs Brewer Festival.

Agenda Item Requester: Pam Owens

Agenda Item Sponsor: Sherrie Parks

Summary/Background: Eleven local breweries will be set up in 10x10 tents in the parking lot of the Stephenson Building. Live entertainment consisting of a band will be present. Parking will be available for the event in the field adjacent to the Stephenson building.

A request has been submitted to utilize City Maintenance staff to demark the field indicating where parking are.

Staff Recommendation: Approve request as submitted.

- Attachments:**
1. Co-Sponsorship application.
 2. Special Event Permit on City Property application (pending submittal).

Next Steps/Schedule:



February 8, 2022

City of Dripping Springs
511 West Mercer St
Dripping Springs, TX 78620
Attn: Parks & Recreation

The Dripping Springs/Driftwood area Visitors Bureau is requesting that the City of Dripping Springs be a co-sponsor of a Brewers Festival on Saturday, March 26, 2022, from noon-5pm, to take place in the downtown area, just off Mercer Street and Old Fitzhugh Road. I have enclosed the co-sponsor application, draft budget, a draft hand-drawn map and a current liability insurance certificate naming the City as certificate holder (policy will be renewed prior to festival.)

We would like to ask the City for assistance with marking the lot area north of the Stevenson Building for vehicle parking and to deliver trash/garbage receptacles for the event. We also will be requiring use of the water spigot outside of the Stevenson Building as well as the electrical outlet near the Masonic Lodge. We do not need any streets to be blocked off but might need a few barriers to help direct vehicles and walking traffic. SLOW signage on Old Fitzhugh would be great to have.

I talked with Johnny Hudson from the Masonic Lodge on February 2. He assured me that this event would be fine with their organization and that he does not have a problem with the Brewers Festival taking place in the parking lot between the Masonic Lodge and the Stevenson Building on that day.

We will contact all the merchants on Mercer Street as well as surrounding residents/businesses on Old Fitzhugh by March 1 that the Festival will be taking place.

As soon as we have logo completed, we'll have banner artwork made and send to complete that part of the application.

Please let me know if there's anything else that I need to do to complete the co-sponsorship application.

Sincerely,

Pam Owens
President/CEO
Dripping Springs Visitors Bureau



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: Dripping Springs Visitors Bureau

APPLICANT

First Name: Pam

Last Name: Owens

Contact Number: 5126584942

Email: pam@destinationdrippingsprings.com

Address: 509 West Mercer, Unit 13 Dripping Springs

EVENT

NAME: Dripping Springs Brewers Festival

START DATE/TIME: 3-26-2022/12:00 PM

END DATE/TIME: 3/26/2022 5:00 PM

ADDRESS: Paved parking area & field between Masonic Lodge & Stephenson Bldg

ESTIMATED ATTENDANCE: 300

EVENT DESCRIPTION

All eleven of the breweries in the DS and Driftwood area will participate in a brewers festival on Saturday, March 2 from noon-5pm. Each brewery will bring their own pop-up tent. The DSVB as Destination Dripping Springs will be the sponsor and will hold the TABC license. Plans are to have 2 food trucks for the time period as well as live music, and a tent with tables and chairs across the south end of the paved area. \$20 wristbands, will be sold in advance on-line and at event. ID's checked at entry before handing out wristband, glass and tickets for tastings. Additional tickets can be purchased.

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 can be used on any print material, website festival information and through social media.

[Redacted area]

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

Most of marketing will be through social media plus posters at the breweries and other locations.

[Redacted area]

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

This is first time for a brewers festival. We previously managed the Dripping with Taste Wine & Food Festival for 14 years.

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.

Identifies Dripping Springs/Driftwood areas as a hub for brewers in the Hill Country.

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

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE: APPROVE DENY

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY

CITY COUNCIL:

DATE: APPROVE DENY

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: Dripping Springs Visitors Bureau

NAME OF REPRESENTATIVE: Pam Owens

MAILING ADDRESS: 509 West Mercer, Unit 13 Dripping Springs

TELEPHONE NUMBER 5126584942

EMAIL ADDRESS: pam@destinationdrippingsprings.com

DESCRIPTION OF EVENT OR SERVICE:

All eleven of the breweries in the DS and Driftwood area will participate in a brewers festival on Saturday, March 2 from noon-5pm. Each brewery will bring their own pop-up tent. The DSVB as Destination Dripping Springs will be the sponsor and will hold the TABC license. Plans are to have 2 food trucks for the time period as well as live music, and a tent with tables and chairs across the south end of the paved area. \$20 wristbands, will be sold in advance on-line and at event. ID's checked at entry before handing out wristband, glass and tickets for tastings. Additional tickets can be purchased.

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

Don't have banner designed yet. Will include new logo, city logo, Destination DS logo, date, time, location.

SIGN DIMENSIONS AND HEIGHT: 4' x 8'

SIGN MATERIALS:

Vinyl

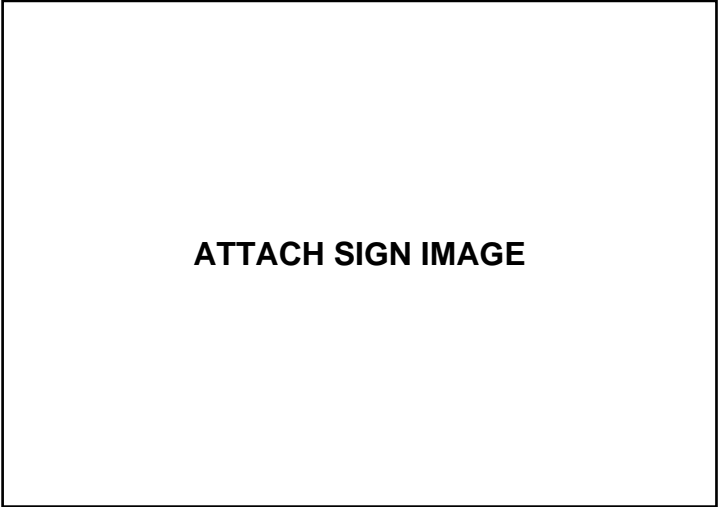
REQUESTED DATE FOR SIGN TO BE DISPLAYED:

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

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle



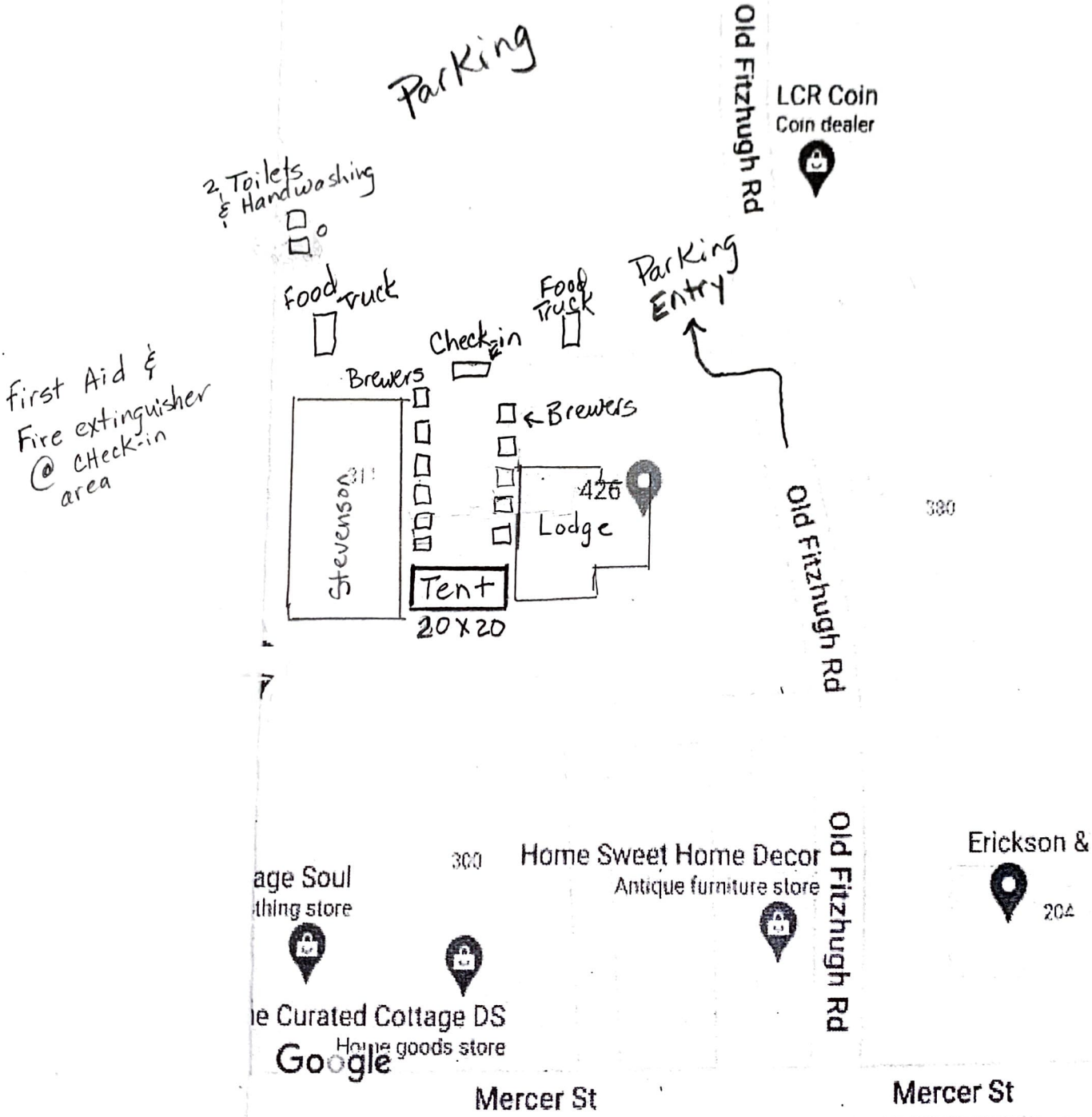
*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE: [Redacted]

CITY ADMINISTRATOR:

DATE: [Redacted] APPROVE DENY

Brewers Festival Site Plan





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)	Item 14.
3/	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Watkins Insurance Group - Austin 3834 Spicewood Springs Rd, Ste 100 Austin TX 78759	CONTACT NAME: Stefani O'Donald		PHONE (A/C No. Ext): 512-276-5361	FAX (A/C No.): 512-452-0999
	E-MAIL ADDRESS: sodonald@watkinsinsurancegroup.com			
INSURER(S) AFFORDING COVERAGE			NAIC #	
INSURER A : Continental Casualty Company			20443	
INSURED Dripping Springs Visitor Bureau Pam Owens, CEO P.O. Box 206 Dripping Springs TX 78620	DRIPSPR-07	INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		
		INSURER G :		

COVERAGES CERTIFICATE NUMBER: 1539958166 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6024697976	1/26/2021	1/26/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6024697976	1/26/2021	1/26/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Additional Insured per written contract

CERTIFICATE HOLDER City of Dripping Springs	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Application # _____
 Date Received 2/10/2022 Accepted by _____
 Date Complete _____ Approved _____ Denied _____
 Conditions _____



PERMIT FOR SPECIAL EVENTS ON CITY PROPERTY CITY OF DRIPPING SPRINGS, TEXAS

City Code §6.02.071 requires a permit for a Special Event. Such events can and often do impact surrounding properties and public rights of way, as well as the general health, safety, and welfare of the public. Sponsors of an activity open to the public which can be expected to have fifty (50) or more people in attendance need a permit. A permit applicant must complete the following information prior to being issued a permit and must conform to permit requirements and conditions.

	Applicant	Property Owner
Name	Pam Owens	City of DS
Entity (if applicable)	DS Visitors Bureau	
Mailing Address	509 W Mercer Unit 13 DSTX	
Phone	512-858-4740	
Email	pam@destination drippingsprings.com	
Date	2-9-22	

All actual events active must be in compliance with the descriptions, disclosures, and other representations of the applicant, and the applicant warrants by the signature below that all material facts are fully described in this permit application and attached submittals. The approval of this permit does not relieve the sponsor, tenant, or owner from abiding by any other law applicable to the use of the property, including but not limited to applicable zoning, or applicable to the conduct of activity during the event. The City's sole action is to deny, approve, or approve with conditions the event as described; and the City is in no way responsible or liable for acts and omissions of the permitted or others associated with the event.

Applicant's Signature: Pam Owens Date: 2-9-22

Property Owner's Signature: _____ Date: _____

Property Owner's
Signature: _____ Date: _____

INSTRUCTIONS

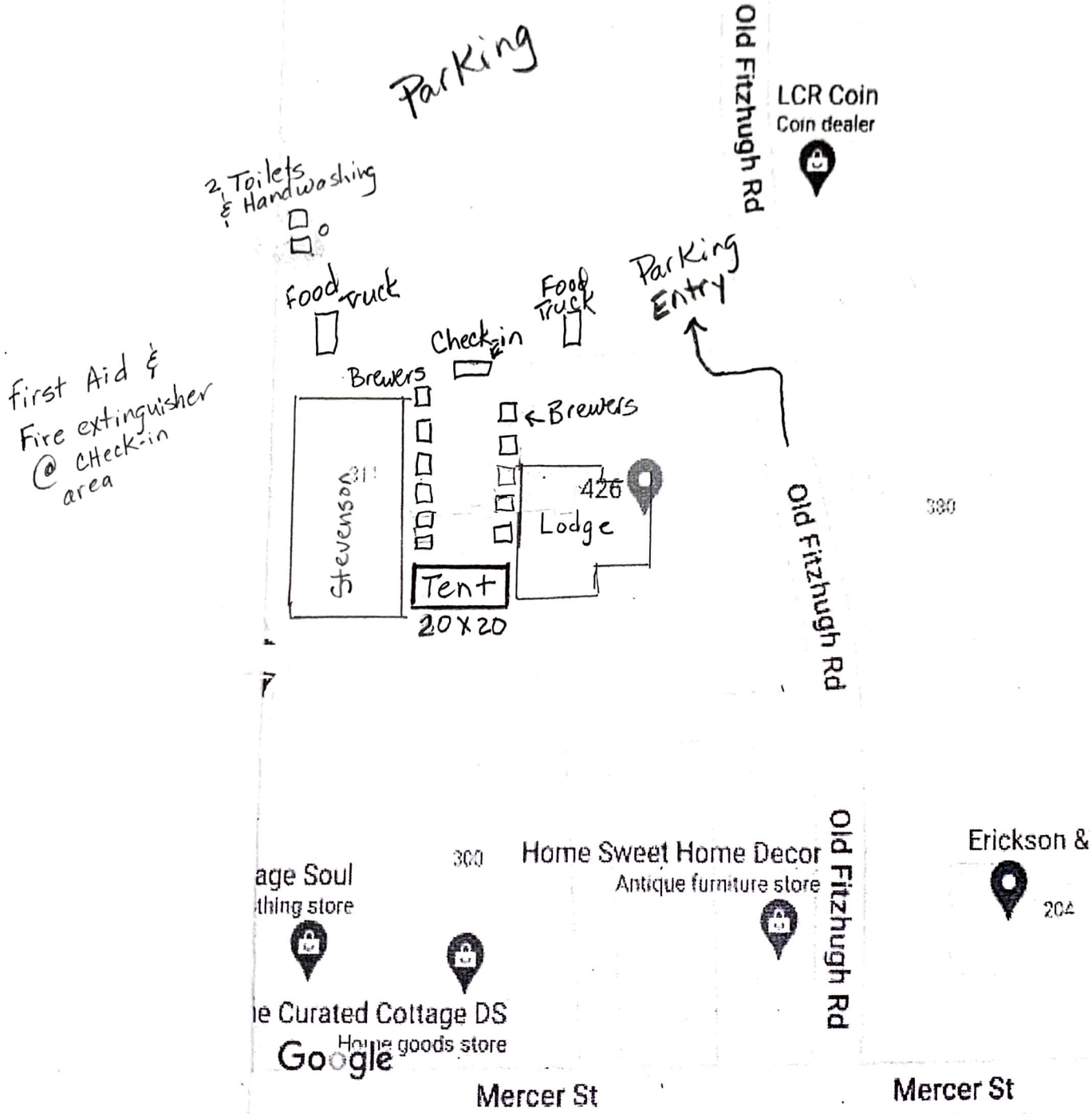
- 1) Submit the completed application to the City Administrator at City Hall, in person to 511 Mercer Street (or by mail to PO Box 384), Dripping Springs, Texas 78620 between 8:00 am and 5:00 pm Monday through Friday.
- 2) The completed application must be submitted **at least thirty (30) days prior to the start of the event** being considered.
- 3) The applicant will remove all temporary furnishings, fixtures, equipment and signs installed for the event within twenty-four hours of the cessation of the event, unless the applicant shows a good cause for the City Administrator to allow additional time.

Name of the Event Dripping Springs Brewers Festival	
Purpose of the Event	
Location (Street Address or Property Tax ID) Parking lot of Stevenson Bldg & lot next door	
Date(s) of the Event <small>(If this is a recurring event, please attach separate list of dates and times)</small> 3-26-22	
Start Time Noon	
End Time 5 pm	
Set-Up Begins 8 AM	
Clean-Up Ends 7 pm	
Estimated Attendance 300 - 500	

Special Event Permit

- 1) Site Plan – attached showing tent, pop-up tents,
- 2) Sound Control – 2 sets of musicians to play one at a time. Will only have one amplifier for their music. Similar to setup at Farmers Market on Wednesdays. Will use the electrical outlet as Craig suggested.
- 3) Maintenance & cleanup – request that the City provide 10 receptacles as possible along with trash bags for each. We have found 2-3 more to borrow. Volunteers will bag trash and bring to the dumpster at City Hall. Brewers will serve from kegs – not cans, and patrons will have a souvenir tasting glass so we're hoping trash will be at a minimum.
- 4) Monitoring and security:
 - a. Have asked the City for assistance with parking lot setup and roadway barriers they deem necessary.
 - b. Off-duty constable officer will provide security from 2-6pm to mitigate any problem with alcohol drinkers and with crowd control including parking issues. Officer will monitor the immediate area as well as the Old Fitzhugh Road Mercer Street nearby area, especially concerning parking issues or over-served patrons.
 - c. City if owner of designated festival area.
 - d. Will provide City with contacts of nearby occupants and owners by March 15. Will provide officer the list on date of Festival. Letter to occupants included.
- 5)
 - a. Will provide persons owning and occupying property within 500 feet with the enclosed letter by March 1, 2022.
 - b. Will provide the City with list of available contacts by March 14.
- 6) Bond – requesting to waive fee
- 7) Provided.
- 8) Will work with food trucks to make sure they have contacted the city and obtained license.

Brewers Festival Site Plan







March 1, 2022

To: NEIGHBORS OF THE DOWNTOWN HISTORIC DISTRICTS

NOTIFICATION OF EVENT: Saturday, March 26, 2022, from Noon until 5pm

We have an approved Special Event Permit on City Property for the first Dripping Springs Brewers Festival to be held on Saturday, March 26, from noon-5pm. Per the City of Dripping Springs this is notification of the event. The Brewers Festival will take place on the City's property between the Masonic Lodge and the Stephenson Building, including the grassy parking area north of the buildings.

The Festival will include 11 breweries from the Dripping Springs/Driftwood area, each serving tastings of their beer to patrons over 21 years who have purchased a \$20 wristband. Plans are for food to be served from 2 trucks, and live music under a 20 x 20 tent. The street will not be blocked off, but barriers will be in place nearby to prevent parking on your property and signage will show patrons where to park. We have contracted with the Constable's office for on-site security.

Please contact me if you have questions or need more information. We appreciate your hospitality to the Brewers Festival and hope you come out to enjoy.

Pam Owens
President/CEO
Dripping Springs Visitors Bureau
512-858-4740 office
512-658-4942 mobile

509 W Mercer Street, Unit 13 - Dripping Springs, TX 78620 - 512-858-4740 -
www.DestinationDrippingSprings.com



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

Submitted By: Kelly Schmidt, Parks and Community Services Director

City Council Meeting Date: February 15, 2022

Agenda Item Wording: Discuss and consider approval of an Ordinance amending the Fee Schedule including Section 9: Parks & Community Services; Section 10: Alcoholic Beverages; and Section 17: Dripping Springs Ranch Park.

Agenda Item Sponsor: Sherrie Parks

Summary/Background: The Parks and Community Services Department's sections of the Fee Schedule requesting amendment include Section 9 & Section 17.

Requests for amendment are being presented based on the business needs of program and facility operations, please reference the fee schedule document for the specific amended fees.

Staff Recommendation: N/a

Attachments: Fee Schedule Amendment

Next Steps/Schedule: Update relevant fees in software and on forms and other public interface channels.



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

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: February 15, 2022

Agenda Item Wording: Discuss and consider approval of an Ordinance amending the Fee Schedule for Section 9: Parks & Community Services; Section 10: Alcoholic Beverages; and Section 17: Dripping Springs Ranch Park.

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: On September 1, 2021, the Texas Alcoholic Beverage Commission launched their new web based permit platform Alcohol Industry Management System (AIMS). In addition to the new software program, TABC also consolidated permit/license/certificate types and fees. Previously there were over 60 permit types, which has now been consolidated into 32. The TABC has also issued a Maximum Local Fee sheet for cities which clearly states allowable fees. Prior to having this list, fees were cross-referenced with TABC Rules to ensure the city was charging the correct permit fee.

With the changes at TABC, I feel that adding the local maximum fees as prescribed is much more manageable and should require amendments only if TABC amends the local maximum fee. Additionally, publishing the fees to the fee schedule will allow businesses plan for these expenses.

Recommended Council Actions: Staff recommends City Council approve fee schedule amendments for Alcohol Beverage Permit Fees.

Attachments:

1. TABC License Consolidation
2. TABC Local Maximum Fee Chart

Next Steps/Schedule:

1. Update fee schedule and publish to website



Sept. 1, 2021 License and Permit Types

The TABC Communications and External Relations Division has provided this information as general guidance and for informational purposes only. It does not cover all business circumstances for the listed licenses and permits and should not be viewed as a legal interpretation of the Alcoholic Beverage Code or TABC Rules. Industry members should consult their personal legal counsel to verify the lawfulness of any proposed activities conducted under a TABC-issued license or permit. This chart is subject to future revisions.



Upper Tier: Manufacturing

(see the “Subordinate Options” section for changes to remaining subordinates)

License/Permit	General Authority	Subordinate Options
Brewer’s License (BW)	The Brewer’s License (BW) authorizes the holder to manufacture malt beverages, import malt beverages from out of state, transport malt beverages from the place where the BW holder purchased them to the BW holder’s business, transfer malt beverages from the place of sale or distribution to the TABC-licensed or permitted purchaser, store malt beverages, and under certain conditions sell its malt beverages to consumers for on- or off-premise consumption.	Brewer’s Self-Distribution License (SD) Forwarding Center Authority (FC)
Winery Permit (G)	The Winery Permit (G) authorizes the manufacturing of wine. It includes the ability to transport alcoholic beverages from the place of purchase to the permit holder’s business and from the place of sale or distribution to the purchaser, store wine, sell to consumers for on- or off-premise consumption, conduct off-premise deliveries to consumers, and to conduct wine festivals (there will be an approval process G Permit holders must follow).	Forwarding Center Authority (FC)
Distiller’s and Rectifier’s Permit (D)	The Distiller’s and Rectifier’s Permit (D) authorizes the holder to manufacture distilled spirits and to rectify, purify, refine, or mix distilled spirits and wines. It includes the authority to transport alcoholic beverages from the place of purchase to the permit holder’s business and from the place of sale or distribution to the TABC-licensed or permitted purchaser, and to store the products produced by the permit holder. Under certain conditions, the holder can sell their alcoholic beverages to consumers for on- or off-premise consumption.	Forwarding Center Authority (FC)
Out-of-State Winery Direct Shipper’s Permit (DS)	The Out-of-State Winery Direct Shipper’s Permit (DS) authorizes out-of-state wineries to ship wine directly to consumers.	
Nonresident Brewer’s License (BN)	The Nonresident Brewer’s License (BN) authorizes out-of-state brewers to sell malt beverages to Texas-based TABC license holders that are authorized to import those beverages into Texas. It also authorizes transportation to those Texas importers. Authorized Texas importers of malt beverages hold a Brewer’s License (BW), General Distributor’s License (BB) or Branch Distributor’s License (BC).	Forwarding Center Authority (FC)
Nonresident Seller’s Permit (S)	The Nonresident Seller’s Permit (S) authorizes the holder to sell and ship distilled spirits and wine to Texas-based TABC license or permit holders that are authorized to import those beverages into Texas. Authorized Texas importers of distilled spirits or wine include the holders of a Distiller’s and Rectifier’s Permit (D), Winery Permit (G), Wholesaler’s Permit (W) or a General Class B Wholesaler’s Permit (X).	Forwarding Center Authority (FC)



Middle Tier: Distribution

(see the “Other Licenses” section for changes to remaining subordinates)

License/Permit	General Authority	Other Licenses
General Distributor’s License (BB)	The General Distributor’s License (BB) authorizes the distribution of malt beverages. It includes the authority to import malt beverage products and transport products from the place of purchase to the permit holder’s business and from the place of sale or distribution to the purchaser.	Branch Distributor’s License (BC)
Wholesaler’s Permit (W)	The Wholesaler’s Permit (W) authorizes the distribution of distilled spirits and wine. It includes the authority to import distilled spirits and wine, transport products from the place of purchase to the permit holder’s business and from the place of sale or distribution to the purchaser, and to store products.	
General Class B Wholesaler’s Permit (X)	The General Class B Wholesaler’s Permit (X) authorizes the distribution of wine. It includes the authority to import wine, transport wine products from the place of purchase to the permit holder’s business and from the place of sale or distribution to the purchaser, and to store the products.	

Lower Tier: Retail

(see the “Subordinate Options” section for changes to remaining subordinates)

License/Permit	General Authority	Subordinate Options
Mixed Beverage Permit (MB)	The Mixed Beverage Permit (MB) authorizes the sale of distilled spirits, wine and malt beverages for on-premise consumption. It includes authority to transport alcoholic beverages from the place of purchase to the MB’s licensed premises, provide guestroom minibars (hotels), and hold events at a temporary location away from the primary MB premises (there will be an approval process MB Permit holders must follow).	Brewpub License (BP) Food and Beverage Certificate (FB) Late Hours Certificate (LH)
Mixed Beverage Permit With Food and Beverage Certificate Required	See the Mixed Beverage Permit (MB) and Food and Beverage Certificate (FB) sections for the description of authorities. In certain circumstances, Mixed Beverage Permit holder must have a Food and Beverage Certificate. The MB Permit With FB Required is a designation that notes this requirement.	Brewpub License (BP) Late Hours Certificate (LH) Required Subordinate Authorizations: Food and Beverage Certificate (FB)
Wine and Malt Beverage Retailer’s Permit (BG)	The Wine and Malt Beverage Retailer’s Permit (BG) authorizes the sale of wine and malt beverages for on- and off- premise consumption. It also includes authority to hold events at a temporary location away from the primary BG premises (there will be an approval process BG Permit holders must follow).	Brewpub License (BP) Local Cartage Permit (E) Food and Beverage Certificate (FB) Late Hours Certificate (LH) Water Park Permit (WP)



Lower Tier: Retail

(see the “Subordinate Options” section for changes to remaining subordinates)

License/Permit	General Authority	Subordinate Options
Wine and Malt Beverage Retailer’s Off-Premise Permit (BQ)	The Wine and Malt Beverage Retailer’s Off-Premise Permit (BQ) authorizes the sale of malt beverages and wine for off-premise consumption.	
Retail Dealer’s On-Premise License (BE)	The Retail Dealer’s On-Premise License (BE) authorizes the sale of malt beverages for on-premise consumption. *Grandfathered BEs in beer-only local option areas can sell malt beverages of up to 5% alcohol by volume. It includes authority to hold events at a temporary location away from the primary BE premises (there will be an approval process BE License holders must follow).	Brewpub License (BP) Food and Beverage Certificate (FB) Late Hours Certificate (LH)
Retail Dealer’s Off-Premise License (BF)	The Retail Dealer’s Off-Premise License (BF) authorizes the sale of malt beverages for off-premise consumption. *Grandfathered BFs in beer-only local option areas can sell malt beverages of up to 5% alcohol by volume.	
Private Club Registration Permit (N)	The Private Club Registration Permit (N) authorizes the storage and service of distilled spirits, wine and malt beverages for club members’ on-premise consumption, even in dry areas. It includes authority to transport alcoholic beverages from the place of purchase to the private club’s licensed premises and to hold events at a temporary location away from the primary N premises (there will be an approval process N Permit holders must follow).	Food and Beverage Certificate (FB) Late Hours Certificate (LH)
Private Club Malt Beverage and Wine Permit (NB)	The Private Club Malt Beverage and Wine Permit (NB) authorizes the storage and service of malt beverages and wine for club members’ on-premise consumption, even in dry areas. It includes authority to transport alcoholic beverages from the place of purchase to the private club’s licensed premises and to hold events at a temporary location away from the primary NB premises (there will be an approval process NB Permit holders must follow).	Food and Beverage Certificate (FB) Late Hours Certificate (LH)
Private Club Exemption Certificate (NE)	The Private Club Exemption Certificate (NE) authorizes fraternal and veterans organizations to serve alcoholic beverages to the organization’s members and their guests. It includes authority to transport alcoholic beverages from the place of purchase to the private club’s licensed premises and to hold events at a temporary location away from the primary NE premises (there will be an approval process NE Permit holders must follow).	Food and Beverage Certificate (FB) Late Hours Certificate (LH)



Lower Tier: Retail

(see the "Subordinate Options" section for changes to remaining subordinates)

License/Permit	General Authority	Subordinate Options
<p>Package Store Permit (P)</p>	<p>The Package Store Permit (P) authorizes the sale of distilled spirits, wine and malt beverages to consumers for off-premise consumption. It includes authority for the package store to transport its inventory between its other licensed locations within the same county, to transport alcoholic beverage orders to its end-consumer customers (certain limitations apply), and to conduct product tastings on the package store premises.</p>	<p>Local Distributor's Permit (LP)</p>
<p>Wine-Only Package Store Permit (Q)</p>	<p>The Wine-Only Package Store Permit (Q) authorizes the sale of malt beverages and wine to consumers for off-premise consumption. It includes authority for the Q Permit holder to transport its inventory between its other licensed locations within the same county, to transport alcoholic beverage orders to its end-consumer customers (certain limitations apply), and to conduct product tastings on the permitted premises.</p>	
<p>Passenger Transportation Permit (TR)</p>	<p>The Passenger Transportation Permit (TR) authorizes airlines, buses, boats, and trains to sell and serve distilled spirits, wine and malt beverages for onboard consumption.</p>	
<p>Nonprofit Entity Temporary Event Permit (NT)</p>	<p>The Nonprofit Entity Temporary Event Permit (NT) authorizes certain organizations to sell, serve and auction alcoholic beverages at a temporary event.</p>	



Other Permits

License/Permit	General Authority	Subordinate Options
Consumer Delivery Permit (CD)	The Consumer Delivery Permit (CD) authorizes retailers and delivery companies, and their delivery drivers, to deliver alcoholic beverages sold by a retailer from the retailer's premises to the ultimate consumer.	
Bonded Warehouse Permit (J/JD)	The Bonded Warehouse Permit (J/JD) authorizes the holder to store distilled spirits and wine for producers and wholesalers.	
Manufacturer's Agent's Warehousing Permit (AW)	The Manufacturer's Agent's Warehousing Permit (AW) authorizes the holder to store malt beverages imported from Mexico for export out of Texas.	
Carrier's Permit (C)	The Carrier's Permit (C) authorizes the holder to take possession of and deliver distilled spirits and wine from the sender to a pre-determined recipient. Carrier's Permit may be issued to a water carrier, airline, railway, motor carrier registered under Chapter 643 of the Transportation Code, or a common carrier operating under a certificate issued by the Interstate Commerce Commission.	
Promotional Permit (PR)	The Promotional Permit (PR) authorizes the holder to conduct product tastings on behalf of manufacturing tier licensees and permittees.	
Third-Party Local Cartage Permit (ET)	The Third-Party Local Cartage Permit (ET) authorizes warehouses and transfer companies to transport and deliver distilled spirits and wine on behalf of other regulated businesses inside the corporate limits of any city or town in Texas.	

Other License

License/Permit	General Authority	Subordinate Options
Branch Distributor's License (BC)	The Branch Distributor's License (BC) is for holders of a General Distributor's License (BB). It authorizes a general distributor to expand its distributing business to additional locations in any Texas county where the sale of malt beverages is legal.	



Subordinates – All Tiers

License/Permit	General Authority
Brewer’s Self-Distribution License (SD)	<p>The Brewer’s Self Distribution License (SD) is for holders of a Brewer’s License (BW) that meet certain production thresholds. It authorizes brewers to sell malt beverages that they produce to retailers, distributors and wholesalers who are authorized to sell malt beverages in Texas.</p>
Forwarding Center Authority (FC)	<p>The Forwarding Center Authority (FC) is for holders of a Brewer’s License (BW), Distiller’s and Rectifier’s Permit (D), Winery Permit (G), Nonresident Brewer’s License (BN), or Non-Resident Seller’s Permit (S). It authorizes a holder who is transporting alcoholic beverages into and around the state to temporarily hold the beverages in a regional forwarding center. The center must be located in an area that allows the sale of the type of alcoholic beverages (aka “wet”) temporarily held in the forwarding center. City and county certifications are required.</p>
Brewpub License (BP)	<p>The Brewpub License (BP) is for holders of a Mixed Beverage Permit (MB), Wine and Malt Beverage Retailer’s Permit (BG), or Retail Dealer’s On-Premise License (BE). It authorizes a holder to brew, bottle, can, package, and label malt beverages. It authorizes the holder to sell the malt beverages it produces to ultimate consumers at the brewpub for on- or off-premise consumption.</p>
Food and Beverage Certificate (FB)	<p>The Food and Beverage Certificate (FB) is for holders of a Mixed Beverage Permit (MB), Wine and Malt Beverage Retailer’s Permit (BG), Retail Dealer’s On-Premise License (BE), Private Club Registration Permit (N), Private Club Malt Beverage and Wine Permit (NB), or Private Club Exemption Certificate (NE). It requires the holder to keep its alcohol sales at 60% or less of the total sales that occur within the licensed location. It allows the holder to be considered a restaurant (as opposed to other business models) and allows the holder to be exempt from posting a conduct surety bond.</p>



Subordinates – All Tiers

License/Permit	General Authority
Late Hours Certificate (LH)	The Late Hours Certificate (LH) is for holders of a Mixed Beverage Permit (MB), Wine and Malt Beverage Retailer's Permit (BG), Retail Dealer's On-Premise License (BE), Private Club Registration Permits (N/NB/NE), Private Club Malt Beverage and Wine Permit (NB), or Private Club Exemption Certificate (NE). It authorizes the holder to sell and/or serve between the hours of midnight and 2 a.m.
Water Park Permit (WP)	The Water Park Permit (WP) is for holders of a Wine and Malt Beverage Retailer's Permit (BG) that operate a water park located primarily along the banks of the Comal River. If the holder has a Water Park Permit (WP) at two or more water park locations, the holder may transport alcoholic beverages between the premises of all water parks for which the holder has a Water Park Permit (WP).
Local Distributor's Permit (LP)	The Local Distributor's Permit (LP) is for holders of a Package Store Permit (P). It authorizes holders to sell all types of alcoholic beverages to Mixed Beverage Permits (MB) and Private Club Registration Permits (N/NB/NE).



Licenses and Permits

Maximum Local Fees

TIER	LICENSE/PERMIT TYPE	TWO-YEAR FEE IN CODE AUG. 31, 2021 (no surcharge)	MAXIMUM LOCAL FEE (for two-year period) <i>Effective Sept. 1, 2021</i>
Upper Tier	Brewer's License (BW) (consolidation of a Manufacturer's License and Brewer's Permit)	N/A	\$1,500
Upper Tier	Distiller's and Rectifier's Permit (D)	\$3,000	\$1,500
Upper Tier	Winery Permit (G)	\$150	\$75
Upper Tier	Out-of-State Winery Direct Shipper's Permit (DS)		N/A (Out-of-state)
Upper Tier	Nonresident Brewer's License (BN)		N/A (Out-of-state)
Upper Tier	Nonresident Seller's Permit (S)	\$300	\$150
Middle Tier	General Distributor's License (BB)	\$600	\$300
Middle Tier	Wholesaler's Permit (W)	\$3,750	\$1,875
Middle Tier	General Class B Wholesaler's Permit (X)	\$600	\$300
Lower Tier	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB)		
	ORIGINAL	\$6,000	<i>EXEMPT per Code Sec. 11.38(d)</i>
	1ST RENEWAL	\$4,500	\$1,125 <i>EXEMPT per Code Sec. 11.38(d) in 1st year of 2-year renewal period</i>
	2ND RENEWAL	\$3,000	\$1,500
	3RD & SUBSEQUENT RENEWALS	\$1,500	\$750
Lower Tier	Wine and Malt Beverage Retailer's Permit (BG) (previously known as a Wine and Beer Retailer's Permit)		
	Every county EXCEPT Bexar, Dallas, Harris, and Tarrant counties	\$350	\$175
	ORIGINAL in Bexar, Dallas, Harris, and Tarrant counties	\$2,000	\$1,000
	RENEWAL in Bexar, Dallas, Harris, and Tarrant counties	\$1,500	\$750
Lower Tier	Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) (previously known as Wine and Beer Retailer's Off-Premise Permit)	\$120	\$60

TIER	LICENSE/PERMIT TYPE	TWO-YEAR FEE IN CODE AUG. 31, 2021 (no surcharge)	MAXIMUM LOCAL FEE (for two-year period) <i>Effective Sept. 1, 2021</i>
Lower Tier	(Malt Beverage) Retail Dealer's On-Premise License (BE)		
	<i>Every county EXCEPT Bexar, Dallas, Harris, and Tarrant counties</i>	\$300	\$150
	<i>ORIGINAL in Bexar, Dallas, Harris, and Tarrant counties</i>	\$2,000	\$1,000
	<i>RENEWAL in Bexar, Dallas, Harris, and Tarrant counties</i>	\$1,500	\$750
Lower Tier	(Malt Beverage) Retail Dealer's Off-Premise License (BF)	\$120	\$60
Lower Tier	Private Club Registration Permit (N)		<i>EXEMPT per Code Sec. 11.38(d)</i>
Lower Tier	Private Club Malt Beverage and Wine Permit (NB)		<i>EXEMPT per Code Sec. 11.38(d)</i>
Lower Tier	Private Club Exemption Certificate (NE)		<i>EXEMPT per Code Sec. 32.11(b) and Code Sec. 11.38(d)</i>
Lower Tier	Package Store Permit (P)	\$1,000	\$500
Lower Tier	Wine-Only Package Store Permit (Q)	\$150	\$75
Lower Tier	Passenger Transportation Permit (TR)		<i>EXEMPT per Code Sec. 11.38(d)</i>
Other Permits	Consumer Delivery Permit (CD)	N/A	No fee established in Code on 8/31/21; fee was established in rule per Code Sec. 57.03
Other Permits	Bonded Warehouse Permit (J/JD)	\$300	\$150
Other Permits	Manufacturer's Agent's Warehousing Permit (AW)	\$1,500	\$750
Other Permits	Carrier's Permit (C)		<i>EXEMPT per Code Sec. 11.38(d)</i>
Other Permits	Promotional Permit (PR)	\$600	\$300
Other Permits	Third-Party Local Cartage Permit (ET)		<i>EXEMPT per Code Sec. 11.38(d)</i>
Other Permits	Branch Distributor's License (BC)	\$150	\$75
Subordinates	Forwarding Center Authority (FC)		Not a license or permit so local fee is not authorized
Subordinates	Brewer's Self-Distribution License (SD) <i>(consolidation of a Manufacturer's Self-Distribution License and Brewer's Self-Distribution Permit)</i>	N/A	\$600
Subordinates	Brewpub License (BP)	\$1,000	\$500
Subordinates	Food and Beverage Certificate (FB)		Not a license or permit so local fee is not authorized
Subordinates	Late Hours Certificate (LH) <i>(consolidation of a Mixed Beverage Late Hours Permit, Private Club Late Hours Permit, and a Retail Dealer's On-Premise Late Hours License)</i>	N/A	Not a license or permit so local fee is not authorized
Subordinates	Local Distributor's Permit (LP)	\$200	\$100
Subordinates	Water Park Permit (WP)	\$60	\$30

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2022-_____

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 9: PARKS & RECREATION; SECTION 10: ALCOHOLIC BEVERAGES; AND SECTION 17: DRIPPING SPRINGS RANCH PARK; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to provide for reasonable fees, including for use and programming at City Parks, Programming, and Facilities to recoup the cost of maintaining, running, and building city parks, programs, and 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 city parks, programs, and facilities; 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, Sections 9 and 17 are amended to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment “A”.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the — day of February 2022, by a vote of ___ (ayes) to ___(nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CITY OF DRIPPING SPRINGS
MASTER FEE SCHEDULE

ARTICLE A1.000 (GENERAL PROVISIONS)

A1.001 **Adopted by reference**

- (a) The fee schedule for the city shall be interpreted as that ordinance enacted by the city council, as may be amended, which sets out the standard charges and costs imposed by the city.
- (b) Any reference to the “Fee Schedule” or “Appendix A” of the Code of Ordinances shall mean the current, most recently enacted version of the fee schedule regardless of whether it is published in the Code of Ordinances.
- (c) Copies of the current Master Fee Schedule can be obtained on the City’s website, www.cityofdrippingsprings.com, or by request to the city secretary.

**SECTION 9. PARKS & COMMUNITY
SERVICES~~RECREATION~~**

9.1 Park Fields and Amenities

9.1.1 Dripping Springs Sports & Recreation Park

- ~~UHL~~ Baseball Field 4-Washer Pits
- ~~UHL~~ Softball Field 4-Horseshoe Pits
- Soccer Fields 1 – 7 Soccer Fields A – E
- Sand Volleyball Court 2-Adult Softball Fields: Upper and Lower

9.1.2 Founders Memorial Park

North, Middle and South Fields.

9.1.3 Veteran’s Memorial Park and The Triangle

9.2 Fee Basis: Fees are based on whether or not the user is a resident of the City of Dripping Springs, City of Dripping Springs ETJ, and whether or not the user is a profit or not-for-profit organization.

9.3 Payment of Fees and Deposits: Fees and deposits must be paid prior to the use.

9.4 Field Fees: The Dripping Sports & Recreation Park ~~UHL~~ Baseball Field, ~~UHL~~ Softball Field, Soccer Fields, and Adult Softball Fields, and Founders Memorial Park Fields.

(a) Electricity: Use of electricity for lighting requires a \$75.00 fee; additional \$175.00 fee charged during the months of May through January.

(b) Deposit: \$100.00 deposit fee shall not be returned until written or verbal approval is given to the City Administrator by the organization responsible for maintenance of the fields.

(i.) All fields will be returned to condition equal to or better than original.

(ii.) Additional Fees: Multi-Uses may have an additional charge for maintenance, which will be determined by the Parks & Recreation Commission after consultation with Dripping Springs Youth Sports Association, Dripping Springs Adult Softball Association or Dripping Springs Independent School District.

9.4.1 All fenced areas with limited access are included in this section. These areas are to be used for the purpose for which they are built (Baseball, Soccer, Softball, Football, Lacrosse).

Single Use Fees (4 hours or less)

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$100.00	\$300.00	\$400.00	\$600.00

9.4.2 Multi-Use or Seasonal Use Fees per Field

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$100.00	\$300.00	\$400.00	\$600.00

9.4.3 Additional Days

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
More than 5 days: \$50.00 per day	More than 5 days: \$150.00 per day	More than 5 days: \$200.00 per day	More than 5 days: \$300.00 per day

9.4.4 Parks Sports Fields Use Fees (4 hours or less)

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$50.00	\$150.00	\$200.00	\$300.00

9.5 Fees for Dripping Springs Sports & Recreation Park Sand Volleyball Court, Multi-Use Concrete Basketball Court, Washer Pits and Horseshoe Pits

Under 4 hours (8 a.m. – 12 p.m.; 2 p.m. – 6 p.m.) or Over 4 hours

9.5.1 More than 4 hours: Fees per Single Use/Per Amenity

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$50.00	\$80.00	\$150.00	\$200.00

9.5.2 Less than 4 hours: Fees per Single Use/Per Amenity

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$25.00	\$40.00	\$75.00	\$100.00

9.5.3 More than 4 hours: Fees per Single Use/Per Amenity

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$100.00	\$160.00	\$300.00	\$400.00

9.5.4 Less than 4 hours: Fees per Single Use/Bundled Amenities

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$50.00	\$80.00	\$150.00	\$400.00

9.5.5 Additional Days Resident/ETJ Non-Resident & Not-for-Profit

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
More than 5 days: \$25.00 per day	More than 5 days: \$40.00 per day	More than 5 days: \$75.00 per day	More than 5 days: \$100.00 per day

9.6 Exemption from Field Fees: Field fees will not be charged to Dripping Springs Youth Sports Association, Dripping Springs Adult Softball Association or Dripping Springs Independent School District as long as each organization is actively involved in the maintenance and improvement of the parks; however, the cost of electricity shall be reimbursed.

9.7 Use Fees for Veteran’s Memorial Park and The Triangle

9.7.1 Under 4 hours (8 a.m. – 12 p.m. or 2 p.m. – 6 p.m.)

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$50.00	\$80.00	\$100.00	\$200.00

9.7.2 Over 4 hours

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$100.00	\$160.00	\$200.00	\$400.00

9.7.3 Deposit: \$50.00; the deposit fee will be returned if the area is adequately cleaned-up.

9.7.4 Additional Days Resident/ETJ Non-Resident & Not-for-Profit

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
More than 5 days: \$50.00 per day	More than 5 days: \$80.00 per day	More than 5 days: \$100.00 per day	More than 5 days: \$200.00 per day

9.8 Agriculture Facility Fee: \$35.00/dwelling unit

9.9 Park Use Permit Fees: These fees are in addition to any applicable rental fees.

9.9.1 Commercial Activity: Vendors or individuals that sell items for profit, \$30.00/use

Commercial Fitness Trainer Fees

Deposit equal to cost of upcoming session/classes and Park Maintenance Fee of \$10.00/month per training session to be included in all License Fees.

(a) Six Month License

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$100.00	\$100.00	\$200.00	\$400.00

(b) Twelve Month License

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$200.00	\$200.00	\$400.00	\$800.00

9.10 Founders Memorial Park Pool & Pavilion

9.10.1 Pool Entry Fees

	Resident/ETJ	Non-Resident, Not-for-Profit
Daily Entry – Child (3 years and younger)	Free	Free

Daily Entry – Child (4 – 11 years)	\$3.00	\$5.00
Daily Entry – Tween/Teen (12 – 17 years)	\$4.00	\$6.00
Daily Entry – Adult (18 – 59 years)	\$4.00	\$6.00
Daily Entry – Adult Senior (60+ years)	\$3.00	\$5.00
Summer Splash Pass – Child (4 – 11 years)	\$45.00	\$50.00
Summer Splash Pass – Tween/Teen (12 – 17 years)	\$50.00	\$55.00
Summer Splash Pass – Adult (18 – 59 years)	\$80.00	\$85.00
Summer Splash Pass – Senior Adult (60+ years)	\$45.00	\$50.00
Family Summer Splash Pass – 4 Family Members or Less	\$125.00	\$130.00
Family Summer Splash Pass – 5 Family Members or More	\$150.00	\$155.00

Aquatics Programs Fees (No Refunds)

	Resident/ETJ	Non-Resident, Not-for-Profit
Group Swim Lessons	\$80.00	\$85.00
Private Swim Lessons (30 minutes)	\$40.00	\$45.00
Private Swim Lessons (60 minutes; must be 10 years or older)	\$75.00	\$80.00
Semi-Private Swim Lessons (60 minutes; 2-3 friends/siblings of like ability)	\$95.00	\$100.00
Water Aerobics Class Drop In	\$10.00	\$15.00
Water Aerobics Class 10-Punch Pass	\$90.00	\$135.00
Water Aerobics Class 20-Punch Pass	\$170.00	\$255.00

9.10.2 Pool Rental Fees

	Resident/ ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
Pool Rental – 2 hours minimum	\$80.00/hour	\$90.00/hour	\$150.00/hour	\$160.00/hour
Security Deposit (Refundable)	\$100.00\$200. 00	\$200.00\$100. 00	\$200.00\$100. 00	\$100.00\$200. 00
Additional Guards (1 per 25 people over 75 attendees)	\$25.00/hour per guard	\$25.00/hour per guard	\$25.00/hour per guard	\$25.00/hour per guard

Pool Party Package (Pavilion and Pool Rental) for up to 50 people; 2 hours, Saturday evenings during the summer from 7 a.m. — 9 p.m.	\$200.00	\$210.00	\$390.00	\$400.00
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9.10.3 Park Pavilion Rental Fee

	Resident/ ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
Hourly Rate (Less than 4 hours: 8 a.m. – 12 p.m.; 1 p.m. – 5 p.m.)	\$75.00	\$85.00	\$140.00	\$150.00
Daily Rate	\$150.00	\$160.00	\$290.00	\$300.00
Security Deposit	\$50.00	\$50.00	\$50.00	\$50.00

9.11 Community Programming

9.11.1 Special fees for clinics, workshops, and seasonal programming may be set by the Parks and Recreation Director in consultation with the Programs and Aquatics Manager executed by the City Administrator.

~~9.10.4 Community Service Programs~~

Summer Day Camp

	Resident/ETJ	Non-Resident, Not-for-Profit
DS Coyote Kids Camp — Half Day (8 a.m. — 12 p.m.)	\$80.00/week	\$85.00/week
DS Coyote Kids Camp — Full Day (8 a.m. — 5:30 p.m.)	\$160.00/week	\$170.00/week
DS Coyote Kids Camp Extended Care (7:30 a.m. — 8 a.m.; 5:30 p.m. — 6:30 p.m.)	\$50.00/week	\$55.00/week
DS Coyote Kids C.I.T. (12 — 14 years old only)	\$75.00/week	\$80.00/week
Late Pick-Up Fee	\$5.00 per 10 minutes	\$5.00 per 10 minutes

Fitness/Wellness/Enrichment Programs

	Resident/ETJ	Non-Resident, Not-for-Profit
Tot Time Drop In	\$3.00	\$5.00
Tot Time 10 Punch Pass	\$27.00	\$45.00
Tot Time 20 Punch Pass	\$51.00	\$75.00
Tot Time Annual Pass	\$100.00	\$150.00
Tween Scene	\$5.00	\$10.00
Tween Scene 10 Punch Pass	\$45.00	\$90.00
Tween Scene 20 Punch Pass	\$75.00	\$170.00
Tween Scene Annual Pass	\$150.00	\$240.00

SECTION 10. ALCOHOLIC BEVERAGE PERMIT AND LICENSE

10.1 Alcohol Permit Fees: Permit fees are collected annually and in accordance with the Texas Alcoholic Beverage Code Title 3. Licenses and Permits, Subtitle A. Permits, Chapter 11. Provisions Generally Applicable to Permits, Subchapter A. General Provisions, Section 11.38. Local Fee Authorized. If a permit type is not listed, the city is not authorized to collect a permit fee for that permit/license/certificate type. Fees set at \$0.00 are listed as the city is authorized to collect a permit fee; however, the Texas Alcoholic Beverage Commission has not established that fee amount.

10.2 Upper Tier Annual Permit Fees

10.2.1 Brewer's License (BW): \$750.00

10.2.2 Distiller's and Rectifier's Permit: \$750.00

10.2.3 Winery Permit (G): \$37.50

10.2.4 Out-of-State Winery Direct Shipper's Permit: \$0.00 (no fee for permit)

10.2.5 Nonresident Brewer's License: \$ 0.00 (no fee for permit)

10.2.6 Nonresident Sellers Permit (S): \$75.00

10.2.7 General Distributor's License (BB): \$150.00

10.2.8 Wholesaler's Permit (W): \$937.50

10.2.9 General Class B Wholesaler's Permit: \$150.00

10.3 Lower Tier Annual Permit Fees

10.3.1 Mixed Beverage Permit (MB)

(a) Original Permit Year One: \$0.00

(b) Original Permit Year Two: \$0.00

(c) 1st Renewal Year One: \$0.00

(d) 1st Renewal Year Two: \$562.50

(e) 2nd Renewal Year One: \$750.00

(f) 2nd Renewal Year Two: \$750.00

(g) 3rd Renewal Year One and Subsequent Renewals: \$375.00

10.3.2 Wine and Malt Beverage Retailer's Permit (BG): \$87.50

10.3.3 Wine and Malt Beverage Off-Premise Permit (BQ): \$30.00

10.3.4 Malt Beverage Retail Dealer's On-Premise License (BE): \$75.00

10.3.5 Malt Beverage Retailer's Off-Premise License (BF): \$30.00

10.3.6 Private Club Registration (N): \$0.00 (no fee for this permit)

10.3.7 Private Club Malt Beverage and Wine Permit (NB): \$0.00 (no fee for this permit)

10.3.8 Private Club Exemption Certificate (NE): \$0.00 (no fee for this permit)

10.3.9 Package Store Permit (P): \$250.00

10.3.10 Wine-Only Package Store Permit (Q): \$37.50

20.3.11 Passenger Transportation Permit: \$0.00 (no fee for this permit)

10.4 Other Permits

10.4.1 Consumer Delivery Permit (CD): \$0.00 (no fee for this permit)

10.4.2 Bonded Warehouse Permit (J/JD): \$75.00

10.4.3 Manufacturer's Agent's Warehousing Permit (AW): \$375.00

10.4.4 Carrier's Permit (C): \$0.00 (no fee for this permit)

10.4.5 Promotional Permit (PR): \$150.00

10.4.6 Third-Party Local Cartage Permit (ET): \$0.00 (no fee for this permit)

10.4.7 Branch Distributor's License (BC): \$37.50

10.5 Subordinates

10.5.1 Brewer's Self-Distribution (SD): \$300.00

10.5.2 Brewpub License (BP): \$250.00

10.5.3 Local Distributor's Permit (LP): \$50.00

10.5.4 Water Park Permit (WP): \$15.00

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SECTION 17. DRIPPING SPRINGS RANCH PARK FEES

17.1 Fees and Rates

- (a) Pursuant to Chapter 284 of the Texas Local Government Code, there is hereby levied and assessed and shall be collected the application fees and public rights-of-way use rates set forth below.
- (b) A booking fee is due at the time of booking if booked two years or less in advance of the event to save the date. If the booking is more than two years prior to the event then the booking fee is due two years prior to the event to reserve the date. The booking fee is two hundred and fifty dollars (\$250) for non-profits and residents and five hundred dollars (\$500) for all other rentals. The base room rental fee is due six months prior to the first day of the event to keep the event. The booking fee is non-refundable, but will be used towards any incurred fees for the event.

17.2 Fields 1, 2, 3 & 4* and Trails

- (a) Full Day: \$100.00/field/day
- (b) Trails: \$450.00/event
- (c) Market Hourly Rate

17.3 Stalls

- (a) Event Center Stalls Full Day: \$25.00/stall/day
- (b) Small Barn Boarding Stalls: \$150.00/stall/month
- (c) Shavings: \$9.00/bag (sales tax included)
- (d) Grounds Fee: \$10.00/horse/day

17.4 Outdoor Arena*

- (a) Full Day: \$150.00/day, if rented with Event Center Facility, \$75.00/day
- (b) Outdoor Arena Lights: \$25.00/night
- (c) Use of the Concession Stand, Announcers Stand and Public Address System: \$50.00/day
- (d) Local 4H and Future Farmers of America groups are exempt for paying Outdoor Arena fees for practices (Outdoor Arena fees apply to these groups for any organized use of the Arena).

17.5 Horseback Riding throughout Park & Outdoor Arena

- ~~(a)~~ Outdoor Daily Use Permit: \$5.00/day/horse/bike
- ~~(b)~~(a) Indoor Arena Day Pass Permit: \$20.00/day/horse
- ~~(c)~~(b) Individual Riding Membership: \$200.00/year
- ~~(d)~~(c) Family Riding Membership (1 – 4 persons): \$500.00/year
- ~~(e)~~(d) Each Additional Family Member added to Family Riding Membership (5+ persons): \$100.00/person/year
- ~~(f)~~ Annual Outdoor only Riding Membership Permit: \$50.00/person, per year
- ~~(g)~~(e) Trainer Membership: \$400.00/year
- ~~(h)~~(f) Trainer Day Fee: \$20.00/hour
- ~~(i)~~(g) Youth Membership: \$100.00/person who is under the age of eighteen, per year
- ~~(j)~~(h) Coggins Certificate must be on person during park use.
- ~~(k)~~(i) Liability waiver must be signed by each permit holder.
- ~~(l)~~(j) Permit must be displayed in vehicle and on person during park use.

17.6 Overnight Primitive Camping Site

- (a) \$20.00/night/vehicle
- (b) Permit must be displayed on vehicle.

17.7 Event Center Facilities (Full Day is 12 hours; Half Day is 6 hours)***17.7.1 Large & Small Indoor Arena & VIP Booths:**

- (a) Large Indoor Arena: Full Day, Monday – Thursday: \$400.00/day
- (b) Large Indoor Arena: Full Day, Friday – Sunday: \$900.00/day
- (c) Large Indoor Arena: Half Day, Monday – Thursday: \$225.00/day
- (d) Large Indoor Arena: Each Additional Hour: \$50.00/hour
- (e) Small Indoor Arena: Full Day, Monday – Thursday: \$200.00/day
- (f) Small Indoor Arena: Full Day, Friday – Sunday: \$350.00/day
- (g) Small Indoor Arena: Half Day, Monday – Thursday: \$100.00/day
- (h) Small Indoor Arena: Each Additional Hour: \$25.00/day
- (i) VIP Booth: Full Day: \$150.00/day/VIP Booth
- ~~(j) Arena After Hours Fee: \$150.00/hour based on seasonal Business Hours and additional information may be obtained by calling the Event Center.~~

17.7.2 Large & Small Special Event Center Rooms

- (a) Large Event Room: Full Day, Friday – Sunday: \$1,500.00/day
- (b) Large Event Room: Half Day, Friday – Sunday: \$800.00
- (c) Large Event Room: Full Day, Monday – Thursday: \$750.00

- (d) Large Event Room: Half Day, Monday – Thursday: \$500.00
- (e) Large Event Room: Special Event Room Each Additional Hour: \$75.00/hour
- (f) Small Event Room: Full Day, Friday – Sunday: \$800.00/day
- (g) Small Event Room: Half Day, Friday – Sunday: \$400.00/day
- (h) Small Event Room: Full Day, Monday – Thursday: \$400.00/day
- (i) Small Event Room: Half Day, Monday – Thursday: \$250.00/day
- (j) Small Event Room: Each Additional Hour: \$50.00/hour

17.7.3 Entire Event Center 9excludes stalls and RV Hookups)

- (a) Full Day: \$3,000.00/day
- (b) Each Additional Hour: \$75.00/hour
- ~~(b)~~(c) Half Day: \$2000.00/day

17.7.4 Vendor Hall/Front Porch

- (a) Full Day: \$400.00/day
- (b) Half Day: \$250.00/day
- (c) Each Additional Hour: \$35.00/hour

17.7.5 Concession Kitchen & Concession Stand

- (a) Concession Kitchen: Full Day: \$300.00/day
- (b) Concession Kitchen: Each Additional Hour: \$25.00
- (c) Concession Stand: Full Day: \$200.00/day
- (d) Concession Stand: Each Additional Hour: \$25.00/hour

17.7.6 Set-Up, Removal and Cleaning

- (a) Additional Panels including set-up: ~~\$2.50/panel~~ + hourly staff charge
- (b) Hourly Staff Charge for Panel Set-Up: \$25.00/hour/staff member
- (c) Special Portable Bleacher set-up: \$100.00/set
- (d) Stage set-up or removal in Special Event Room(s): \$50.00/event/stage
- (e) Stage set-up in Arena(s): \$50.00/event/stage

17.7.7 Discounts

- (a) Large Indoor Arena Rental Fee: 50% off with 100+ stalls; 25% off with 50+ stalls
- (b) Large Event Room Renal Fee: 50% off Thursday for setup day with Full Day Friday-Sunday Rental
- (c) Small Event Room Renal Fee: 50% off Thursday for setup day with Full Day Friday-Sunday Rental
- (d) Entire Event Center: 50% off Thursday for setup day with Full Day Friday-Sunday Rental
- (e) Vendor Hall/Front Porch: 50% off Thursday for setup day with Full Day Friday-Sunday Rental
- (f) Concession Kitchen or Stand: 50% off Thursday for setup day with Full Day Friday-Sunday Rental
- (g) Entire Park: 50% off Thursday for setup day with Full Day Friday-Sunday Rental

17.8 Recreational Vehicle Site with Hook-Ups

- (a) Recreational Vehicle Site with 30 amp/50 amp: \$45.00/day

- (b) Permit must be displayed on vehicle
- ~~(c) Recreational Vehicle Site with 50 amp (take up 2 parking spots): \$60.00/night/vehicle~~

17.9 Entire Park: All Facilities at Park (Entire Event Center, Outdoor Arena, Round Pen; Excludes Ranch House)

- (a) Full Day: \$4,000.00
- (b) Each Additional Hour: \$75.00

17.10 Equipment Rentals

- (a) Tables: \$8.00/each, per day
- (b) Chairs: \$15.00/cart (25 chairs)/day
- (c) Drag Fees during Event (includes up to 4 drags): \$100.00/day
- (d) Water/Drag Additional Fee (includes 2 drags): \$100.00/event
- (e) Additional Drags Add On: \$25.00/drag
- (f) Arena Packing and Post Event Re-leveling: ~~\$450~~2000.00/event
- (g) Special Dirt Needs: TBD at assessment per event specifications
- ~~(h) Laser Timer: \$25.00/event~~
- ~~(h)~~(h) Jump Set (set up fees are additional): \$250.00/day
- ~~(i)~~(i) Jump Set Set-Up Fee: \$25.00/hour (one hour minimum)
- ~~(j)~~(j) Barrell Racing and Reining Drag Package: \$300.00/day

17.11 Custodial Cleaning Fees

- (a) Event Park: ~~\$1,000~~250.00/day
- (b) Event Center Entire Facility: ~~\$750~~1000.00/event
- (c) Large Indoor Arena: ~~\$300~~350.0/day
- (d) Small Indoor Arena: \$150.00/event
- (e) Outdoor Arena: \$100.00/event
- (f) Large Special Event Room: \$350.00/event
- (g) Small Special Event Room: \$200.00/event
- (h) Vendor Hall/Front Porch: \$150.00/event
- (i) Concession Kitchen: \$150.00/event
- (j) Concession Stand: \$75.00
- (k) Fields/Trails: \$200.00/event
- (l) VIP Booth: \$25.00/booth/event
- ~~(m)~~(m) Civic Meeting Custodial (if serving food/drink): \$25/event

17.12 Electrical Requests

- (a) Large Amp Plugs: \$35.00/box (plug)
- (b) Direct Plug into Transformer: \$50.00/plug
- (c) Extension Cords: \$40.00/item/event

17.13 Sound System

- ~~(a) Sound System Use: \$75.00/day~~
- ~~(b) Projector/Screen Use: \$50.00/day~~
- ~~(c)~~(a) Audio/Visual Engineer: Fee TBD at assessment per event specifications.
- ~~(d) Portable Sound System Rental: \$25.00/day~~

17.14 Recreational Vehicle Dump

- (a) \$20.00/occurrence

17.15 Damages & Fines

- (a) No glass containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. Use of Glitter, Confetti, Fireworks, or PYROTECHNICS is strictly prohibited. This includes outdoor spaces. Failure to comply with this policy will result in a \$500.00 fine.~~No glass containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes outdoor spaces. Failure to comply with this policy will result in a \$500.00 fine.~~
- (b) Events will be required to complete a damage waiver and complete a credit card authorization form. In the event of any damage, the user will be contacted to either pay for the damages or, if the user does not pay the damages or is unavailable, the damage costs will be charged to the credit card on file.

17.16 Business Opportunities (non-peak)

- (a) Event Center Manager may allow rental available space (60 days from event) at 50% of base rental fee.
- (b) Event Center Manager may allow general use rental rate-booked 14 days or less days in advance for unused event space \$75.00 per hour/minimum 2 hours rental-maximum 4 hours rental.
- ~~(b)~~(c) Civic Meeting Rate (non-profit/governmental only) up to 4 hours: \$100 for 2 hours plus \$50 for each additional hour past 2 hours. Must be booked within 31 days of date of meeting.

17.17 Special Fees

- (a) Holiday Fee-Events booked on city holiday or holiday weekends: 20% additional fee per event.
- (b) After Hours Fee-Assessed to events that extend past business hours: \$50.00/hour/staff member. Event and breakdown must be completed prior to midnight or by the time that is specified in rental contract. Minimum of 2 staff members are required onsite. Additional information related to business hours may be obtained by contacting the Event Center.~~\$150 per extended hour. Business hours are set by the Event Center Manager based on the season. Additional information related to business hours may be obtained by contacting the Event Center.~~

17.18 Special Events and Programming

- (a) Special fees for events, clinics, and programming may be set by the DSRP Board in consultation with the Parks and Recreation Director and Event Center Manager by written agreement to be executed by the City Administrator.

17.19 Parking Fees

- (a) Overnight Parking Fee: \$20.00/vehicle per night
- (b) Event Parking: \$5.00/vehicle per day



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

Submitted By: Laura Mueller, City Attorney; Aaron Reed, Public Works Director

Council Meeting Date: February 15, 2022

Agenda Item Wording: **Public hearing and consideration of approval of an Ordinance amending the Fiscal Year 2022 budget and for the reinstatement of the City of Dripping Springs Municipal Court and provision of the position of Part-Time Municipal Court Clerk and for amendments to the Parks budget related to Adult Softball. Sponsor: Mayor Foulds, Jr.**

Agenda Item Requestor: Michelle Fischer, City Administrator/Municipal Court Coordinator

Summary/Background: Over the past 4 years the City has taken a “voluntary compliance” stance on code enforcement. While this has been effective for the most part, there are always those violators who do not come into compliance. With the recent growth of development in the City, the amount of violations for signs, development, building permits, lighting, and wastewater pretreatment has seen a dramatic increase. While “voluntary compliance” is a great tool in educating the public about City ordinances that they may be unaware of, it is not always effective in achieving compliance. With the increase in cases, city staff recommends reinstating municipal court in order to bring continuous violators into compliance and to show those who do follow the rules that violators are taken to court. The City needs to bring back it’s municipal court to provide necessary tools to fairly enforce ordinances across the board.

The budget amendment is to fund the hiring of an experienced municipal court clerk who can help reinstate and run the Court. The City already has the positions of Municipal Court Judge and Municipal Prosecutor filled and budgeted for. If approved, this employee will immediately begin to reinstate the court, dates will be set for quarterly hearings, and continuous violators will receive citations to come to court. The funds will be taken from Litigation-Code Enforcement budget which was set to have cases go to District Court rather than Municipal Court.

Commission Recommendations: N/A

Recommended Council Actions:

Approve job description and position of Municipal Court Clerk.

Attachments:

Budget Amendment; Staff Report. (Budget amendment also attached as separate item to move funds from consultants to payroll for position).

Next Steps/Schedule:

If approved, municipal court clerk will be hired. Then court should resume within 3 months on a quarterly basis.



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

Submitted By: Kelly Schmidt, Parks and Community Services Director

City Council Meeting Date: February 15, 2022

Agenda Item Wording: Discuss and review a report about the budget, operations, and implementation of the Parks and Community Services' Dripping Springs Adult Softball program.

Agenda Item Requestor: Geoffrey Tahuahua

Summary/Background: For the last 48 years Coach Carl Waits has run as a volunteer the Dripping Springs Adult Softball league. For many seasons he has expressed interest in the city taking over the league as part of the Parks & Community Services department's programming mission. In 2021 Coach Waits finally retired and passed the baton to the city.

In preparation for managing the program PCS Director Kelly Schmidt, Maintenance Director Craig Rice, and Programs and Aquatics Manager Mack Rusick met several times with representatives from each of the existing leagues. Pre-existing cost breakdown, maintenance practices, and schedules were shared with staff to aid in an easy transition between what had been and what an Adult Softball Program with the city would materialize as.

It wasn't until the final budget was approved and Council expressed support for the new program that staff could move forward with taking over the leagues and setting up the program in the software system, marketing, and website. There are many facets of any recreation or enrichment program, demand, budget, location, staff support, and program lifecycle. While most new programs need a minimum of 3 years to really vet whether they are successful or not, the Adult Softball program was adopted by the city already a fully vetted and successful program with decades in the making.

During the meetings the league representatives shared with staff the structure governing play, games, and support such as referees and score keepers. Two of the leagues were in support of needing referees and one was not. Staff took into consideration all points and have put together a program that reflects as closely as possible the existing structure. Given that 2022 is a transition year, the leagues understand that due to associated costs to manage and oversee the

program, the structure may evolve in subsequent years to reflect program standards practiced in other municipal recreation programs.

Program Support

Referees and Score Keepers, Contractual vs. Regular employees of the city: What’s the difference?

In the past the League’s paid referees and Score Keepers directly. Now that the city has taken over the Adult Softball program, there are two options by which to offer the same level of program support. We may hire seasonal staff (like we do for the operations of the swimming pool) or we may hire contractual staff. Currently the positions are presented as part-time seasonal hires, but after conferring with existing referees and score keepers they would prefer to provide the program support service contractually.

The primary difference between the status categories is how the individual is taxed. As an employee we take the required taxes out and pay employment related fees as a contractor it is up to the individual to manage their tax requirements. As an employee the individual is covered by the city’s workman’s comp insurance as a contractor they are not and may need to obtain their own insurance and name the city as additionally insured, depending. In both scenarios, individuals will need to agree to and pass a National criminal and sex offender background check.

Staff Recommendation:

N/a

Attachments:

Adult Softball Budget

Next Steps/Schedule:

N/a - Program was approved by council for FY2022, registration has begun and steps have also been implemented to improve the fields.

2022 Dripping Springs Adult Softball Budget

Item 16.

Revenue						Approved FY2022	Proposed FY2022	Amendment
						Min		
100-400-44002	Softball Leagues	Teams	Players	Reg Fee	Total/League	\$ 5,000.00	\$ 18,800.00	\$ (13,800.00)
	Spring - Wed League	4	10	\$ 700.00	\$ 2,800.00			
	Spring - Thur League	8	10	\$ 700.00	\$ 5,600.00			
	Summer - Tue League	8	10	\$ 600.00	\$ 4,800.00			
	Summer - Thur League	8	10	\$ 700.00	\$ 5,600.00			
100-400-44000	Softball Program Donation						0 \$ 2,696.00	\$ (2,696.00)
	Coach Carl Waits - Donation							
Total Revenue						\$ 21,496.00		\$ (16,496.00)
Expenses						FY2022	Proposed FY2022	Amendment
100-400-64015	Supplies					\$ 4,000.00	\$ 13,740.00	\$ (9,740.00)
	Softball Prizes (\$150/League) \$600	\$ 990.00						
	Chalker \$290							
	Chalk \$100							
	Adult Softball Program Staff							
	Contractual Softball Coordinator	\$ 3,150.00						
	Su Contractual Umpires/\$30Game	\$ 4,800.00						
	Sp Contractual Umpires/\$30Game	\$ 2,400.00						
	Contractual Scorekeepers/\$15Game	\$ 2,400.00						
100-400-65012	SRP Electricity					\$ 1,200.00	\$ 2,500.00	\$ (1,300.00)
	Softball Season \$2000(\$1823 in 2021)							
	Other \$500							
100-400-63016	Maintenance							
	5 loads of Dirt @ 919.70	\$4,599					\$ 4,599.00	\$ (4,599.00)
	DSYSA Will provide labor + equipment							
Total Expenditure						\$ 20,839.00		\$ (15,639.00)

Notes:

20 games per season (40 per year)

8 weeks per season + 2 weeks of playoffs

Tuesday: Mens (Summer only) 8 Teams Max

Wednesday: Womens (Spring only) 4 Teams Min

Thursday: Co-Ed (Spring & Summer) 8 Teams Max

PCS Admin Staff time not included (32wks) 5hrs/wk \$ 4,000.00

approximately 160hrs of support \$25/hr

Variance \$ 657.00

With staff time \$ (3,343.00)

**DRIPPING SPRINGS**
Texas

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

From: Shawn Cox, Finance Director/City Treasurer 

Date: February 15, 2022

RE: FY 2022 Proposed Budget Amendment #4

General Fund:**Expenditures:**

- Salary expenditures have been increased by **\$13,600.00** (From \$2,249,643.70 to \$2,263,243.70)
 - This additional funding is being included to fund the Municipal Court Clerk position. These additional costs are being covered by reducing the Special Council and Consultants line item.
- Tax expenditures have been increased by **\$1,292.40** (From \$180,413.74 to \$181,706.14)
 - This additional funding is being included to fund the Municipal Court Clerk position. These additional costs are being covered by reducing the Special Council and Consultants line item.
- Special Council and Consultants expenditures have been reduced by **\$14,892.40** (From \$59,000.00 to \$44,107.60)
 - Included in the FY 2022 Adopted Budget was \$22,500.00 in funding for litigation of these cases since it was originally anticipated that they would be handled at the District Court. With the addition of the Municipal Court Clerk position, the City will be handling Code Enforcement cases in house, allowing for the reduction in those anticipated expenditures.

Park Revenues:

- Sponsorship and Donations revenues have been increased by **\$2,696.00** (From \$7,800.00 to \$10,496.00)
 - Coach Carl Waits has donated the balance of the Softball Leagues account to the City to be utilized for maintenance at the fields.
- Programs and Events revenues have been increased by **\$13,800.00** (From \$5,000.00 to \$18,800.00)
 - This line item is being increased to reflect the anticipated revenues from the Softball Leagues.

Park Expenditures:

- SRP Electric expenditures have been increased by **\$1,300.00** (From \$1,200.00 to \$2,500.00)
 - FY 2021 showed \$1,800.00 in expenditures. The additional funding is being proposed to better reflect anticipated electric costs for FY 2022.
- S&R Maintenance expenditures have been increased by **\$4,599.00** (From \$51,920.00 to \$56,519.00)
 - This additional expenditure is for dirt at the softball fields. The City will purchase the dirt and DSYS has agreed to provide the equipment and labor.

- Programs and Events expenditures have been increased by **\$12,240.00** (From \$1,500.00 to \$13,740.00)
 - This additional funding is being included to cover the costs related to softball prizes (\$990.00), and program staff (\$12,750.00)

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2022-_____

BUDGET AMENDMENT

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS
AMENDING THE CURRENT 2021-2022 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 2021-2022; and

WHEREAS, the City has had a need to adjust line items in the General 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 2021-2022 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 2021-2022 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

General Fund Amendments:

Expenditures:

- Salary expenditures have been increased by **\$13,600.00** (From \$2,249,643.70 to \$2,263,243.70)
- Tax expenditures have been increased by **\$1,292.40** (From \$180,413.74 to \$181,706.14)
- Special Council and Consultants expenditures have been reduced by **\$14,892.40** (From \$59,000.00 to \$44,107.60)

Park Revenues:

- Sponsorship and Donations revenues have been increased by **\$2,696.00** (From \$7,800.00 to \$10,496.00)
- Programs and Events revenues have been increased by **\$13,800.00** (From \$5,000.00 to \$18,800.00)

Park Expenditures:

- SRP Electric expenditures have been increased by **\$1,300.00** (From \$1,200.00 to \$2,500.00)
- S&R Maintenance expenditures have been increased by **\$4,599.00** (From \$51,920.00 to \$56,519.00)
- Programs and Events expenditures have been increased by **\$12,240.00** (From \$1,500.00 to \$13,740.00)

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 February, 2022 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 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	
CITY - GENERAL FUND				
Balance Forward	1,573,178.86	1,606,121.36		
Revenue				
AD Valorem	1,983,491.97	1,983,491.97		
AV P&I	4,000.00	4,000.00		
Sales Tax	3,796,125.70	3,796,125.70		
Mixed Beverage	60,000.00	60,000.00		
Alcohol Permits	7,085.00	7,085.00		
Fire Inspections	10,000.00	10,000.00		
Bank Interest	40,000.00	40,000.00		
Development Fees:				
- Subdivision	656,006.25	656,006.25		
- Site Dev	239,108.41	239,108.41		
- Zoning/Signs/Ord	65,000.00	65,000.00		
Building Code	1,500,000.00	1,500,000.00		
Transportation	-	-		
Solid Waste	40,000.00	40,000.00		
Health Permits/Inspections	60,000.00	60,000.00		
Municipal Court	250.00	250.00		
Other Income	40,000.00	40,000.00		
TXF from Capital Improvements	300,000.00	324,000.00		
TXF DSRP On Call	10,400.00	10,400.00		
TXF from HOT	4,305.00	4,305.00		
FEMA Dam Repair	-	-		
CARES Act	-	-		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10	707,181.10		
Total	11,096,132.29	11,153,074.79		-
Expense				
Supplies	25,000.00	25,000.00		
Office IT Equipment and Support	70,890.00	70,890.00		
Software Purchase, Agreements and Licenses	165,142.00	165,142.00		
Website	6,625.00	6,625.00		
Communications Network/Phone	31,000.00	31,000.00		
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	4,500.00	4,500.00		
- Office Water	650.00	650.00		
- Stephenson Electric	1,500.00	1,500.00		
- Stephenson Water	500.00	500.00		
Transportation:				
- Improvement Projects	775,000.00	775,000.00		
- Street & ROW Maintenance	184,250.00	184,250.00		
- Street Improvements	592,087.25	592,087.25		
Office Maintenance/Repairs	11,060.00	11,060.00		
Stephenson Building & Lawn Maintenance	5,500.00	5,500.00		
Maintenance Equipment	47,878.00	47,878.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
Equipment Maintenance	3,000.00	3,000.00		
Maintenance Supplies	4,600.00	4,600.00		
Fleet Acquisition	196,700.00	196,700.00		
Fleet Maintenance	18,800.00	18,800.00		
City Hall Improvements	5,000.00	5,000.00		
Uniforms	7,760.00	7,760.00		
Special Projects:				
- Family Violence Ctr	7,000.00	7,000.00		
- Lighting Compliance	2,000.00	2,000.00		
- Economic Development	10,000.00	10,000.00		
- Records Management	1,220.00	1,220.00		
- Government Affairs	-	-		
- Stephenson Parking Lot Improvements	-	-		
- Stephenson Building Rehabilitation	14,000.00	14,000.00		
- OFR Grant Writer	7,500.00	7,500.00		
- Comprehensive Plan/Future Land Use Map	175,000.00	175,000.00		
- Land Acquisition	10,000.00	10,000.00		
- Downtown Bathroom	100,000.00	100,000.00		
Public Safety:				
- Emergency Management Equipment	50,970.00	50,970.00		
- Emergency Equipment Fire & Safety	2,118.00	2,118.00		
- Emergency Mgt PR	2,000.00	2,000.00		
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00		
- Animal Control	3,400.00	3,400.00		
Public Relations	7,488.00	7,488.00		
Postage	3,200.00	3,200.00		
TML Insurance:				
- Liability	20,850.00	20,850.00		
- Property	34,646.00	34,646.00		
- Workers' Comp	25,000.00	25,000.00		
Dues, Fees, Subscriptions	30,000.00	30,000.00		
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	2,249,643.70	2,249,643.70	2,263,243.70	13,600.00
Taxes	180,413.74	180,413.74	181,706.14	1,292.40
Benefits	238,768.10	238,768.10		
Retirement	133,118.97	133,118.97		
DSRP Salaries	376,654.59	376,654.59		
DSRP Taxes	30,032.28	30,032.28		
DSRP Benefits	54,436.25	54,436.25		
DSRP Retirement	19,323.28	19,323.28		
Professional Services:				
- Financial Services	115,000.00	115,000.00		
- Engineering	70,000.00	94,000.00		
- Special Counsel and Consultants	59,000.00	59,000.00	44,107.60	(14,892.40)
- Muni Court	15,500.00	15,500.00		
- Bldg. Inspector	750,000.00	750,000.00		
- Health Inspector	50,000.00	50,000.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
- 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	10,000.00	10,000.00		
Training/CE	83,623.90	83,623.90		
Code Publication	5,350.00	5,350.00		
Mileage	2,000.00	2,000.00		
Miscellaneous Office Expense	10,000.00	10,000.00		
Bad Debt Expense	5,000.00	5,000.00		
Contingencies/Emergency Fund	50,000.00	50,000.00		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	56,146.39		
TXF to Reserve Fund	200,000.00	200,000.00		
TXF AV to TIF	200,244.23	200,244.23		
TXF to TIRZ	250,000.00	250,000.00		
Sales Tax TXF to WWU	759,225.14	759,225.14		
SPA & ECO D TXF	218,656.84	218,656.84		
TXF to DSRP	75,000.00	75,000.00		
TXF to Capital Improvement Fund	-	-		
TXF to Vehicle Replacement Fund	25,462.00	25,462.00		
Total	8,964,647.27	9,044,793.66		-
PARKS - GENERAL FUND				
Revenue				
Sponsorships and Donations	7,800.00	7,800.00	10,496.00	2,696.00
City Sponsored Events	1,227.00	1,227.00		
Programs and Events	5,000.00	5,000.00	18,800.00	13,800.00
Community Service Permit Fees	4,400.00	4,400.00		
Aquatics Program Income	85,800.00	85,800.00		
Pool and Pavilion	16,800.00	16,800.00		
Park Rental Fees	5,350.00	5,350.00		
Reimbursement of Utility Costs	8,000.00	8,000.00		
TXF from HOT Fund	2,000.00	2,000.00		
TXF from Parkland Dedication	113,462.80	113,462.80		
TXF from Parkland Development	111,731.40	121,731.40		
TXF from Landscaping Fund	4,000.00	4,000.00		
TXF from Contingency Funds	-	-		
TXF from DSRP	-	-		
Total Revenue	365,571.20	375,571.20		16,496.00
Expense				
Other	11,500.00	11,500.00		
Park Consultants	-	10,000.00		
Pool Operations	-	-		
Park Supplies	-	-		
Dues Fees and Subscriptions	1,337.50	1,337.50		
Advertising & Marketing	6,500.00	6,500.00		
DS Ranch House Furniture & Equipment	-	-		
Total Other	19,337.50	29,337.50		-

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
Public Improvements				
All Parks	-	32,942.50		
Triangle Improvement	2,000.00	2,000.00		
Rathgeber Improvements	-	-		
Founders Park	67,731.40	67,731.40		
S & R Park	-	-		
Charro Ranch Park	1,800.00	1,800.00		
DS Ranch Park	-	-		
Total Improvements	71,531.40	104,473.90		-
Utilities				
Portable Toilets	5,000.00	5,000.00		
Triangle Electric	500.00	500.00		
Triangle Water	500.00	500.00		
S&R Park Water	14,500.00	14,500.00		
SRP Electric	1,200.00	1,200.00	2,500.00	1,300.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00		
FMP Pool//Electricity	4,500.00	4,500.00		
Pool Phone/Network	1,500.00	1,500.00		
FMP Pool Propane	20,000.00	20,000.00		
DS Ranch Park Electricity	500.00	500.00		
DS Ranch Park Phone/Network	500.00	500.00		
DS Ranch Park Septic	-	-		
Total Utilities	54,700.00	54,700.00		1,300.00
Maintenance				
General Maintenance (All Parks)	1,000.00	1,000.00		
Trail Washout repairs	-	-		
Equipment Rental	1,000.00	1,000.00		
Founders Park/Pool	28,240.00	28,240.00		
S&R	51,920.00	51,920.00	56,519.00	4,599.00
Charro Ranch Park	7,700.00	7,700.00		
Triangle/ Veteran's Memorial Park	700.00	700.00		
DSRP	-	-		
Total Maintenance	90,560.00	90,560.00		4,599.00
Supplies				
General Parks	3,000.00	3,000.00		
Charro Ranch Supplies	1,500.00	1,500.00		
Founders Park Supplies	43,375.00	43,375.00		
Program and Events	1,500.00	1,500.00	13,740.00	12,240.00
DSRP & Ranch House Supplies	-	-		
S&R Supplies	400.00	400.00		
Total Supplies	49,775.00	49,775.00		12,240.00
Program Staff				
Camp Staff	-	-		
Program Event Staff	2,500.00	2,500.00		
Aquatics Staff	70,591.24	70,591.24		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
Total Staff Expense	73,091.24	73,091.24		
Total Parks Expenditures	358,995.14	401,937.64		18,139.00
FOUNDERS DAY - GENERAL FUND				
Balance Fwd	19,313.52	19,313.52		
Revenue				
Craft booths/Business Booths	6,500.00	6,500.00		
Food booths	1,100.00	1,100.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	9,500.00	9,500.00		
Parade	3,750.00	3,750.00		
Sponsorship	70,000.00	70,000.00		
Parking concession	1,700.00	1,700.00		
Electric	2,400.00	2,400.00		
Misc	-	-		
Total	118,863.52	118,863.52		
Expense				
Publicity	8,500.00	8,500.00		
Porta-Potties	7,150.00	7,150.00		
Security	20,000.00	20,000.00		
Barricades/Traffic Plan	19,874.00	19,874.00		
Bands/Music/Sound	15,000.00	15,000.00		
Clean Up	5,060.00	5,060.00		
Postage/Supplies/Misc.	7,000.00	7,000.00		
Sponsorship	5,000.00	5,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,500.00	4,500.00		
Electricity	1,800.00	1,800.00		
FD Electrical Setup	4,600.00	4,600.00		
Contingencies	416.00	416.00		
Total expenses	99,550.00	99,550.00		
Balance Fwd	19,313.52	-		
CONSOLIDATED GENERAL FUND				
Revenue				
City	11,096,132.29	11,153,074.79	11,153,074.79	-
Parks	365,571.20	375,571.20	392,067.20	16,496.00
Founders	118,863.52	118,863.52	118,863.52	-
Total	11,580,567.01	11,647,509.51	11,664,005.51	16,496.00
Expense				
City	8,964,647.27	9,044,793.66	9,044,793.66	-
Parks	358,995.14	401,937.64	420,076.64	18,139.00
Founders	99,550.00	99,550.00	99,550.00	-
Total Expense	9,423,192.41	9,546,281.30	9,564,420.30	18,139.00
Balance Fwd	2,157,374.60	2,101,228.21	2,099,585.21	(1,643.00)

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
DRIPPING SPRINGS FARMERS MARKET				
Balance Forward	21,835.14	21,835.14		
Revenue				
FM Sponsor	1,000.00	1,000.00		
Grant Income	1,000.00	1,000.00		
Booth Space	42,000.00	42,000.00		
Applications	2,650.00	2,650.00		
Interest Income	500.00	500.00		
Market Event	500.00	500.00		
Total	69,485.14	69,485.14		
Expense				
Advertising	2,600.00	2,600.00		
Market Manager	36,884.80	36,884.80		
Market Specialist	-	-		
Payroll Tax Expense	3,073.69	3,073.69		
DSFM Benefits	7,608.13	7,608.13		
Retirement	2,213.09	2,213.09		
Entertainment& Activities	1,000.00	1,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Market Event	500.00	500.00		
Training	200.00	200.00		
Office Expense	100.00	100.00		
Supplies Expense	400.00	400.00		
Other Expense	200.00	200.00		
Capital Fund	-	-		
Contingency Fund	500.00	500.00		
Total Expense	55,479.71	55,479.71		
Balance Forward	14,005.43	14,005.43		
PARKLAND DEDICATION FUND				
Balance Forward	113,774.72	113,774.72		
Revenue				
Parkland Fees	-	-		
Total Revenue	113,774.72	113,774.72		
Expense				
Park Improvements	113,462.80	113,462.80		
TXF to AG Facility	-	-		
Master Naturalists	-	-		
Total Expenses	113,462.80	113,462.80		
Balance Forward	311.92	311.92		
PARKLAND DEVELOPMENT FUND				
Balance Forward	-	-		
Revenue				
Parkland Development Fees	161,000.00	161,000.00		
Total Revenue	161,000.00	161,000.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
Expense				
Transfer to Parks	111,731.40	121,731.40		
Total Expenses	111,731.40	121,731.40		-
Balance Forward	49,268.60	39,268.60		
AG FACILITY FUND				
Balance Fwd	-	-		
Revenue				
Ag Facility Fees	37,065.00	37,065.00		
Total Revenues	37,065.00	37,065.00		
Expense				
TXF to DSRP	37,065.00	37,065.00		
Total Expense	37,065.00	37,065.00		
Balance Fwd	-	-		
LANDSCAPING FUND				
Balance Fwd	108,260.55	108,260.55		
Revenue				
Tree Replacement Fees	-	-		
Total Revenues	108,260.55	108,260.55		
Expense				
Sports and Rec Park	2,000.00	2,000.00		
DSRP	-	-		
FMP	2,000.00	2,000.00		
Charro	1,000.00	1,000.00		
Historic District	3,850.00	3,958.00		
Professional Services	2,000.00	2,000.00		
City Hall Lawn and Tree Maintenance	1,300.00	1,300.00		
Total Expense	12,150.00	12,258.00		-
Balance Fwd	96,110.55	96,002.55		
SIDEWALK FUND				
Balance Fwd	16,056.00	16,056.00		
Revenue				
Fees	-	-		
Total Revenues	16,056.00	16,056.00		
Expense				
Expense	16,056.00	16,056.00		
Total Expense	16,056.00	16,056.00		
Balance Fwd	-	-		
DRIPPING SPRINGS RANCH PARK OPERATING FUND				
Balance Forward	2,101.84	2,101.84		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
Revenue				
Stall Rentals	39,200.00	39,200.00		
RV/Camping Site Rentals	19,000.00	19,000.00		
Facility Rentals	135,500.00	135,500.00		
Equipment Rental	5,000.00	5,000.00		
Sponsored Events	136,275.00	136,275.00		
Merchandise Sales	21,300.00	21,300.00		
Riding Permits	10,000.00	10,000.00		
Staff & Misc Fees	4,000.00	4,000.00		
Cleaning Fees	25,000.00	25,000.00		
General Program and Events	84,275.00	84,275.00		
Other Income	4,000.00	4,000.00		
Interest	600.00	600.00		
TXF from Ag Facility	37,065.00	37,065.00		
TXF from HOT	253,501.87	268,501.87		
TXF for RV/ Parking Lot HOT	-	-		
TXF from General Fund	75,000.00	75,000.00		
TXF from Landscape Fund	-	-		
Total Revenue	851,818.71	866,818.71		-
Expense				
Advertising	-	-		
Office Supplies	10,000.00	10,000.00		
Postage	100.00	100.00		
DSRP On Call	10,400.00	10,400.00		
Camp Staff	64,054.20	64,054.20		
Network and Communications	56,304.00	56,304.00		
Sponsored Events	34,800.00	34,800.00		
Supplies and Materials	21,000.00	21,000.00		
Ranch House Supplies	1,000.00	1,000.00		
Dues, Fees and Subscriptions	9,561.94	9,561.94		
Mileage	500.00	500.00		
Equipment	26,922.00	26,922.00		
House Equipment	-	-		
Equipment Rental	2,000.00	2,000.00		
Equipment Maintenance	16,000.00	16,000.00		
Portable Toilets	5,953.40	5,953.40		
Electric	60,000.00	60,000.00		
Water	7,000.00	7,000.00		
Septic	750.00	750.00		
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	2,060.00	2,060.00		
Alarm	1,112.40	1,112.40		
Stall Cleaning & Repair	2,000.00	2,000.00		
Training and Education	400.00	400.00		
Programing Expenses	13,950.00	13,950.00		
Other Expense	20,000.00	20,000.00		
Improvements	151,500.00	151,500.00		
Tree Planting	-	-		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	15,000.00	15,000.00		
Fleet Maintenance	2,500.00	2,500.00		
General Maintenance and Repair	96,828.92	111,828.92		
Grounds and General Maintenance	21,690.00	21,690.00		
House Maintenance	1,000.00	1,000.00		
HCLE	13,200.00	13,200.00		
Merchandise	11,402.63	11,402.63		
RV/Parking Lot	-	-		
TXF to Vehicle Replacement Fund	5,731.00	5,731.00		
Total Expenses	737,220.49	752,220.49		-
Total Bal Fwd	114,598.22	114,598.22		-
HOTEL OCCUPANCY TAX FUND				
Balance Fwd	119,311.87	134,311.87		
Revenues				
Hotel Occupancy Tax	500,000.00	500,000.00		
Interest	1,500.00	1,500.00		
Total	620,811.87	635,811.87		-
Expenses				
Advertising	3,505.00	3,505.00		
Christmas Lighting Displays	15,000.00	15,000.00		
City Sponsored Events	-	-		
Historic Districts Marketing	2,800.00	2,800.00		
Signage	28,800.00	28,800.00		
Dues and Fees	8,000.00	8,000.00		
TXF to Debt Service	89,505.00	89,505.00		
RV/ Parking Lot	-	-		
TXF to General Fund	-	-		
TXF to Event Center	253,501.87	268,501.87		
Grants	219,700.00	219,700.00		
Total expenses	620,811.87	635,811.87		-
Balance Fwd	-	-		-
WASTEWATER UTILITY FUND				
Balance Fwd	7,626,168.13	7,651,168.13		
Revenue				
TXF from TWDB	6,520,000.00	6,520,000.00		
Wastewater Service	945,095.04	945,095.04		
Late Fees/Rtn check fees	9,480.00	9,480.00		
Portion of Sales Tax	759,225.14	759,225.14		
Delayed Connection Fees	157,850.00	157,850.00		
Line Extensions	-	-		
Solid Waste	-	-		
PEC	130,000.00	130,000.00		
ROW Fees	6,000.00	6,000.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
Cable	130,000.00	130,000.00		
TX Gas Franchise Fees	3,000.00	3,000.00		
Transfer fees	9,600.00	9,600.00		
Over use fees	134,550.60	134,550.60		
Reuse Fees	-	-		
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest	50,000.00	50,000.00		
Other Income	35,000.00	35,000.00		
Water Income	-	-		
Total Revenues	16,575,968.91	16,600,968.91		-
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	47,000.00	47,000.00		
- Legal Fees	35,000.00	35,000.00		
- Auditing	10,000.00	10,000.00		
- Regulatory Expense	3,500.00	3,500.00		
- Planning and Permitting	50,000.00	50,000.00		
Engineering:				
- Engineering & Surveying	-	-		
- Construction Phase Services HR TEFS 1873-001	30,000.00	30,000.00		
- Misc Planning/Consulting 1431-001	20,000.00	20,000.00		
- 2nd Amendment CIP 1881-001	12,500.00	12,500.00		
- 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	30,000.00	30,000.00		
- TLAP Renewal application	-	-		
Dues, Fees and Subscriptions				
TXF to Water Fund	12,000.00	12,000.00		
TXF to Vehicle Replacement Fund	-	-		
Operations and Maintenance:				
- Routine Operations	70,000.00	70,000.00		
- Non Routine Operations	65,000.00	90,000.00		
- System Maintenance & Repair	20,000.00	20,000.00		
- Chlorinator Maintenance	2,500.00	2,500.00		
- Chlorinator Alarm	1,000.00	1,000.00		
- Odor Control	16,500.00	16,500.00		
- Meter Calibrations	2,100.00	2,100.00		
- Lift Station Cleaning	12,600.00	12,600.00		
- Jet Cleaning Collection lines	19,000.00	19,000.00		
- Drip Field Lawn Maintenance	10,000.00	10,000.00		
- Drip Field Maint & Repairs	15,000.00	15,000.00		
- Lift Station repairs	28,000.00	28,000.00		
- WWTP Repairs/Pump Repairs	41,000.00	41,000.00		
- Chemicals	9,600.00	9,600.00		
- Electricity	73,500.00	73,500.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
- Laboratory Testing	25,000.00	25,000.00		
- Sludge Hauling	80,000.00	80,000.00		
- Phone/Network	8,904.00	8,904.00		
- Supplies	10,000.00	45,000.00		
- Equipment	123,240.00	123,240.00		
- Fleet Acquisition	46,400.00	46,400.00		
- Fleet Maintenance	1,200.00	1,200.00		
- Fuel	5,000.00	5,000.00		
- Wastewater Flow Measurement	9,000.00	9,000.00		
Other Expense	52,000.00	52,000.00		
Uniforms	2,800.00	2,800.00		
Training	8,000.00	8,000.00		
Dispatch	3,000.00	3,000.00		
Salaries	246,000.00	246,000.00		
Taxes	20,622.60	20,622.60		
Benefits	30,738.21	30,738.21		
Retirement	15,384.00	15,384.00		
On Call	10,400.00	10,400.00		
Capital Projects:				
- Road Reconstruction	10,000.00	10,000.00		
- HRTreated Effluent Fill Station	125,000.00	125,000.00		
- Parallel West Interceptor	1,600,000.00	1,600,000.00		
Other:				
- Reimbursement to Caliterra Oversize of West Intercepto	500,000.00	500,000.00		
TWDB Engineering:				
- West Interceptor, SC, LS, FM and TE line 1950-001	215,000.00	215,000.00		
- East Interceptor 1951-001	300,000.00	300,000.00		
- Effluent HP 1952-001	150,000.00	150,000.00		
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		
- WWTP Design Assistance	37,500.00	37,500.00		
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		
Miscellaneous:				
- Consultants and Legal	760,000.00	760,000.00		
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		
Total Expense	10,250,988.81	10,310,988.81		-
Balance Forward	6,324,980.10	6,289,980.10		
WATER				
Revenue				
TXF from Wastewater Fund	12,000.00	12,000.00		
Total Revenue	12,000.00	12,000.00		
Expense				
Operating and Maintenance	12,000.00	12,000.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
Total Expense	12,000.00	12,000.00		
Balance Forward	-	-		
TWDB FUND				
Balance Forward	493.27	493.27		
Revenues	6,490,000.00	6,490,000.00		
Interest	6.00	6.00		
Total revenue	6,490,499.27	6,490,499.27		
Expenses				
Escrow Fees	300.00	300.00		
Expenses	6,490,000.00	6,490,000.00		
Total Expenses	6,490,300.00	6,490,300.00		
Balance Forward	199.27	199.27		
IMPACT FUND				
Bal Fwd	2,637,434.76	2,637,434.76		
Revenue				
Impact Fees	2,079,320.00	2,079,320.00		
Impact Fee Deposits	-	-		
Interest Income	25,000.00	25,000.00		
Total	4,741,754.76	4,741,754.76		
Expense				
TXF to Debt Service 2015	711,231.76	711,231.76		
TXF to Debt Service 2019	983,533.00	983,533.00		
Total expense	1,694,764.76	1,694,764.76		
Total Bal Fwd	3,046,990.00	3,046,990.00		
DEBT SERVICE FUND 2015				
Bal Fwd	861,673.04	861,673.04		
Revenue				
TXF from Impact Fund	711,231.76	711,231.76		
Interest	8,000.00	8,000.00		
Total Revenue	1,580,904.80	1,580,904.80		
Expenses				
Debt Payment 2015	733,288.20	733,288.20		
Total Expense	733,288.20	733,288.20		
Balance Fwd	847,616.60	847,616.60		
DEBT SERVICE FUND 2013				
Bal Fwd	100,180.42	100,180.42		
Revenue				
TXF from HOT	89,505.00	89,505.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
Interest	1,200.00	1,200.00		
Total	190,885.42	190,885.42		
Expense				
Tax Series 2013	92,410.00	92,410.00		
Total Expenses	92,410.00	92,410.00		
Balance Fwd	98,475.42	98,475.42		
DEBT SERVICE FUND 2019				
Bal Fwd	976,303.11	976,303.11		
Revenue				
TXF from Impact Fees	983,553.00	983,553.00		
Interest	12,000.00	12,000.00		
Total	1,971,856.11	1,971,856.11		
Expense				
Tax Series 2019	958,553.00	958,553.00		
Total Expenses	958,553.00	958,553.00		
Balance Fwd	1,013,303.11	1,013,303.11		
PEG FUND				
Balance Fwd	142,224.71	142,224.71		
Revenues				
TWC	27,000.00	27,000.00		
Interest Income	1,400.00	1,400.00		
Total Revenues	170,624.71	170,624.71		
Expense				
Balance Fwd	170,624.71	170,624.71		
RESERVE FUND				
Balance Fwd	1,526,195.16	1,526,195.16		
Revenue				
TXF from General Fund	200,000.00	200,000.00		
Interest	16,000.00	16,000.00		
Total	1,742,195.16	1,742,195.16		
Expense				
Expense	-	-		
Total Expense	-	-		
Balance Fwd	1,742,195.16	1,742,195.16		
TIRZ 1				
Balance Forward	463,027.86	463,027.86		
Revenues				
City AV	89,118.46	89,118.46		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #4	Change
County AV	218,599.49	218,599.49		
City for GAP Escrow	250,000.00	250,000.00		
Interest Income	3,000.00	3,000.00		
EPS Reimbursements	-	-		
Total Revenue	1,023,745.81	1,023,745.81		
Expense				
TIRZ Expense				
Project Management/Misc Costs	48,000.00	48,000.00		
Project Administration P3 Works	35,000.00	35,000.00		
Legal Fees	20,000.00	20,000.00		
EPS	-	-		
MAS	62,500.00	62,500.00		
HDR	227,500.00	227,500.00		
TJKM - Grant Writing	7,500.00	7,500.00		
Buie - PR	8,500.00	8,500.00		
Misc Consulting	25,000.00	25,000.00		
Creation Cost Reimbursements	-	-		
TXF to GAP Escrow	250,000.00	250,000.00		
Stakeholder Reimbursement	-	156,200.76		
Total Expense	684,000.00	840,200.76		-
Balance Forward	339,745.81	183,545.05		
TIRZ 2				
Balance Forward	244,199.12	244,199.12		
Revenue				
Interest Income	400.00	400.00		
City AV	111,125.78	111,125.78		
County AV	254,043.81	254,043.81		
Total Revenue	609,768.71	609,768.71		
Expense				
Creation Cost Reimbursements	-	-		
Stakeholder Reimbursement	-	43,799.24		
Total Expense	-	43,799.24		-
Balance Forward	609,768.71	565,969.47		
VEHICLE REPLACEMENT FUND				
Revenue				
TXF from General Fund	25,462.00	25,462.00		
TXF from DSRP	5,731.00	5,731.00		
TXF from WWU	-	-		
Total Revenue	31,193.00	31,193.00		
Expense				
Vehicle Replacement	-	-		
Total Expense	-	-		
Balance Forward	31,193.00	31,193.00		



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

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: February 15, 2022

Agenda Item Wording: **Discuss and consider the Appointment of individuals to the TIRZ No. 1 & No. 2 Board.**

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: The TIRZ Board is a seven-member advisory board responsible for making recommendations to the City Council regarding the administration of the TIRZ. The Board makes recommendations regarding TIRZ Project Plans, and expenditures related to development and redevelopment of land within the TIRZ.

Board members are appointed by City Council and the Hays County Commissioners Court; the Dripping Springs City Council shall appoint Places 1 - 5, and the Hays County Commissioner shall appoint Places 6 and 7. Places 1 - 5 are selected at-large and must be at least 18 years of age or older and a registered voter of Hays County – only applicants meeting the aforementioned requirements shall be considered for appointment.

The City received notice of resignation from Board Member John McIntosh on November 4, 2021. Members in read are currently in seats with an expired term.

CURRENT BOARD MEMBERSHIP

<i>Member</i>	<i>Seat</i>	<i>Term</i>
Dave Edwards, Chair	Place 1	12/31/2022
Taline Manassian, Vice Chair	Place 2	12/31/2022
Misty Atwood	Place 3	12/31/2022
Michelle Fischer	Place 4	12/31/2021
Vacancy One	Place 5	12/31/2021

Susan Kimball	Place 6 <i>Hays County</i>	12/31/2023
Walt Smith	Place 7 <i>Hays County</i>	12/31/2022

Chair Edwards and Vice Chair Manassian interviewed applicants for consideration of appointment, and the TIRZ Board will vote on their recommendation at the February 14, 2022, regular meeting.

**Recommended
Actions:**

Staff recommends approval of the appointment of two individuals to the board as recommended by the TIRZ Board.

Attachments:

1. John McIntosh Resignation
2. Applications for Appointment
 - a. James Alexander
 - b. Russell Collins

Next Steps/Schedule:

1. Inform applicants of the City Council decision and send welcome or denial letters
2. Update website and master roster
3. Inform board of new membership



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

Submitted By: Laura Mueller, City Attorney; Aaron Reed, Public Works Director

Council Meeting Date: February 15, 2022

Agenda Item Wording: **Discuss and consider approval of the position and job description for Part-Time Municipal Court Clerk.** *Sponsor: Mayor Foulds, Jr.*

Agenda Item Requestor: Michelle Fischer, City Administrator/Municipal Court Coordinator

Summary/Background: Over the past 4 years the City has taken a “voluntary compliance” stance on code enforcement. While this has been effective for the most part, there are always those violators who do not come into compliance. With the recent growth of development in the City, the amount of violations for signs, development, building permits, lighting, and wastewater pretreatment has seen a dramatic increase. While “voluntary compliance” is a great tool in educating the public about City ordinances that they may be unaware of, it is not always effective in achieving compliance. With the increase in cases, city staff recommends reinstating municipal court in order to bring continuous violators into compliance and to show those who do follow the rules that violators are taken to court. The City needs to bring back it’s municipal court to provide necessary tools to fairly enforce ordinances across the board.

The person hired for this position is an experienced municipal court clerk who can help reinstitute and run the Court. The City already has the positions of Municipal Court Judge and Municipal Prosecutor filled and budgeted for. If approved, this employee will immediately begin to reinstitute the court, dates will be set for quarterly hearings, and continuous violators will receive citations to come to court.

Commission Recommendations: N/A

Recommended Council Actions: Approve job description and position of Municipal Court Clerk.

Attachments: Municipal Court Clerk Job Description; Staff Report. (Budget amendment also attached as separate item to move funds from consultants to payroll for position).

Next Steps/Schedule: If approved, municipal court clerk will be hired. Then court should resume within 3 months on a quarterly basis.



Municipal Court Clerk

Part-Time Non-Exempt

A. GENERAL PURPOSE

The Municipal Court Clerk directs and monitors all operations of the Municipal Court to ensure efficient operation in the areas of collections, dockets, and warrants, complaints, summons, and citations.

B. SUPERVISION RECEIVED

Works under the general direction of the City Administrator and the Municipal Court Judge. Assists City Secretary as needed.

C. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Responsible for customer service and monthly reporting to the State.
2. Responsible for the preparation and filing of numerous court-related legal documents.
3. Responsible for implementing the policies the Judge establishes and for administering the non-judicial policies for the court and general court procedures.
4. Assist defendants as directed by court procedures.
5. Updates and maintains the Municipal Court case management databases and filing system.
6. Accepts court payments with assistance of the Finance Department.
7. Generates necessary reports, conducts research to support court operations and assists with special projects as assigned by supervisory personnel.
8. Prepares summons, court orders, and other court documents.

9. Acts as liaison with Hays County Constable who serves summons and acts as Court Bailiff.
10. Schedules court dates.
11. Travels to various destinations in and out of the City.
12. Assists City Secretary with other administrative duties as requested.
13. Performs other duties as assigned.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Must possess High School Diploma or GED PLUS must have more than two years of municipal court experience and comprehensive knowledge of municipal court procedures and terms and applicable State Laws. At least one year as Municipal Court Clerk, City Secretary, Deputy City Secretary, or Assistant City Secretary preferred.
2. Texas Municipal Clerk Certification preferred or able to acquire certification.
3. Graduation from an accredited junior college, college or university with a degree preferred.
4. Ability to establish and maintain effective working relationships with employees, City officials, and the general public.
5. Ability to communicate effectively orally and in writing.
6. Ability to type, file, sort documents, and post notices.
7. Ability to handle confidential and sensitive information while maintaining confidentiality.
8. Skill, tack, and diplomacy as liaison between Mayor, City Council, City staff, Municipal Court Personnel, state, and county officials, and the general public.

E. TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software; 10-key calculator; phone; copy machine; tape recorder; and audio/visual equipment.

F. SPECIAL REQUIREMENTS

1. A valid state driver's license.
2. While performing the duties of this job, the employee is frequently required to sit,

communicate orally, move equipment and documents throughout building. The employee is occasionally required to move around the building and travel to other locations.

3. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of office supplies, files, equipment, and furniture. Ability to read electronic and paper documents.

G. WORK HOURS

Core work hours are between 8:00 am and 5:00 pm including one unpaid hour for lunch, Monday through Friday except holidays. This is a part-time non-exempt position and eligible for overtime under the “CITY OF DRIPPING SPRINGS PERSONNEL MANUAL” and pursuant to the needs of the City and at the direction of the City Administrator. Any overtime hours performed must be preapproved by the City Administrator.

H. SALARY

Salary is commensurate with the position. Pay days are every other Friday, or as otherwise determined by the “CITY OF DRIPPING SPRINGS PERSONNEL MANUAL”.

I. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee’s offer letter, written agreement, and subsequent revisions to the Manual.

J. EQUAL OPPORTUNITY EMPLOYER

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

***Please note:** This Job Description is not a contract and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter and/or Employment Agreement shall be read together in harmony. If there are conflicts between this Job Description, the Personnel Manual, and the employee’s Offer Letter and/or Employment Agreement, the most specific term or condition of employment shall govern.*

Project Status Report

Permits Created From 12/31/2021 to 2/1/2022

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Item 19.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2022-1	Closed	511 Mercer St., Dripping Springs, TX 78620	Street and ROW Maint. (Jan. WO's)	15462954	N/A	Street/Road s	Work Planned	New	Johnathon Hill	
				15466468	N/A	Street/Road s	Work Planned	Completed	Johnathon Hill	01/20/2022
				15504624	N/A	Street/Road s	Work Planned	Completed	Jim Bass	02/01/2022
2022-2	Closed	511 Mercer St., Dripping Springs, TX 78620	City Hall (Jan. WO's)	15410485	N/A	N/A	Work Planned	Completed	Jim Bass	01/07/2022
				15405203	N/A	N/A	Work Planned	Completed	Sonny Garza	01/07/2022
				15470975	N/A	N/A	Work Planned	Completed	Jim Bass	01/20/2022
2022-3	Open	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Jan. WO's)	No Work Orders on Project	N/A	N/A				
2022-4	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Jan. WO's)	15490258	N/A	Parks	Work Planned	New	Jim Bass	
				15514482	N/A	Parks	Work Planned	New	Jim Bass	
2022-5	Closed	151 E Mercer St, Dripping Springs, TX 78620	VMP/Triangle (Jan. WO's)	15409557	N/A	N/A	Work Planned	Completed	Sonny Garza	01/07/2022
				15463490	N/A	N/A	Work Planned	Completed	Jim Bass	01/20/2022
				15463474	N/A	N/A	Work Planned	Completed	Bill Stevens	01/21/2022
2022-6	Closed	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Jan. WO's)	15432980	N/A	N/A	Work Planned	Completed	Johnathon Hill	01/12/2022
				15432984	N/A	N/A	Work Planned	Completed	Johnathon Hill	01/12/2022

2022-7	Closed	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Jan. WO's)	15461837	N/A	Parks	Work Planned	New	Jim Bass	<div style="border: 1px solid black; padding: 2px;">Item 19.</div>
				15425924	N/A	Parks	Work Planned	Completed	Sonny Garza	01/20/2022
				15469730	N/A	Parks	Initial Inspection	Completed	Jim Bass	01/20/2022
				15461832	N/A	Parks	Work Planned	Completed	Jim Bass	01/21/2022
				15447361	N/A	Parks	Initial Inspection	Completed	Sonny Garza	02/07/2022
				15483894	N/A	Parks	Work Planned	Completed	Sonny Garza	02/07/2022
				15500737	N/A	Parks	Work Planned	Completed	Sonny Garza	02/07/2022
				15501018	N/A	Parks	Work Planned	Completed	Sonny Garza	02/07/2022
2022-8	Open	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Jan. WO's)	No Work Orders on Project	N/A	Parks				
2022-9	Closed	511 Mercer St., Dripping Springs, TX 78620	Fleet and Equipment (Jan. WO's)	15439241	N/A	N/A	Work Planned	Completed	Sonny Garza	02/07/2022
2022-10	Open	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Jan. WO's)	No Work Orders on Project	N/A	N/A				
2022-11	Closed	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (Jan. WO's)	15460900	N/A	N/A	Work Planned	Completed	Johnathon Hill	01/19/2022
				15460611	N/A	N/A	Work Planned	Completed	Jim Bass	01/26/2022
2022-12	Open	, Dripping Springs, TX 78620	Street and ROW Maint. (Feb. WO's)	No Work Orders on Project	N/A	Street/Roads				
2022-13	Open	511 Mercer St., Dripping Springs, TX 78620	City Hall (Feb. WO's)	No Work Orders on Project	N/A	N/A				

2022-14	Open	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Feb. WO's)	No Work Orders on Project	N/A	N/A					Item 19.
2022-15	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Feb. WO's)	15517126	N/A	N/A	Work Planned	New	Johnathon Hill		
				15517130	N/A	N/A	Work Planned	New	Johnathon Hill		
2022-16	Open	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Feb. WO's)	15512617	N/A	Parks	Work Planned	New	Jim Bass		
2022-17	Open	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Feb. WO's)	No Work Orders on Project	N/A	N/A					
2022-18	Closed	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Feb. WO's)	15512598	N/A	N/A	Work Planned	Completed	Sonny Garza	02/07/2022	
2022-19	Open	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Feb. WO's)	No Work Orders on Project	N/A	Parks					
2022-20	Open	, Fleet and Equipment, TX	Fleet and Equipment (Feb. WO's)	No Work Orders on Project	N/A	N/A					
2022-21	Open	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Feb. WO's)	15528781	N/A	N/A	Work Planned	New	Jim Bass		
2022-22	Open	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (Feb. WO's)	No Work Orders on Project	N/A	N/A					

City of Dripping Springs

Monthly Maintenance Report

January 2022

Routine Maintenance

- M-F Weekly Maintenance Check list is completed in the morning
- Maintenance Meeting Wednesdays (1:00pm) safe distancing in council chambers
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed
- City Hall fogged and sprayed with disinfectant daily
- Mercer St. plant beds maintained
- Founders pool skimmers cleaned out
- Founders pool chemicals checked/restocked
- Christmas decorations taken down and stored

Additional Maintenance Completed

Parks

- SRP ant treatment – 1/6
- SRP dog bag refilled – 1/7
- DSRP RV water leak repaired – 1/7
- VMP parking barriers secured – 1/19
- Triangle banner poles repaired – 1/20
- Triangle parking barricades moved – 1/12-1/13
- Charro dog waste bin repaired – 1/25
- SRP Light gate repaired – 1/26
- SRP Softball field gate repaired – 1/26
- SRP Water line break repair – 1/27
- SRP south adult softball field mowed – 1/28

Streets

- Mercer St. DG beds and sidewalks herbicide applied – 1/3
- Hays St. historic stop sign install – 1/3-1/5
- Mercer St. streetlight banners swapped out – 1/5
- VMP ROW drainage construction completed – 1/5N. San Marcos St. pothole repair – 1/6
- S. Bluff St. pothole repair – 1/6
- S. College St. pothole repair – 1/6
- Rob Shelton median mowed – 1/6
- RR12 and Sports Park Rd. fallen tree removal – 1/19
- Peabody stop sign repaired – 1/19
- Mercer St. dead plants removed from planters – 1/21
- Rob Shelton trash pickup – 1/25

- Old Fitzhugh pothole repair – 1/26
- San Marcos St. pothole repair – 1/26
- Old Hwy 290 and Meadow Oak stop sign repair – 1/31

Facilities

- Ranch House crawl space latches installed – 1/7
- City Hall water run – 1/4, 1/6, 1/18, 1/24, 1/31
- Ranch House water run – 1/4, 1/6, 1/18
- DSRP water run – 1/4, 1/6
- DSRP time clock reset – 1/10
- City Hall women's toilet handle replaced – 1/11
- Ranch House closet tack strip removed – 1/11
- Ranch House AED installed – 1/12
- City Hall council chambers light bulbs replaced – 1/18
- DSRP wash rack leak repair – 1/20
- DSRP doorknobs repaired – 1/20
- DSRP fire sprinkler resecured – 1/20
- DSRP RV 34 leak repair – 1/20
- DSRP RV plug check and repair– 1/24, 1/27-1/28
- DSRP Tool room railing installed – 1/27
- DSRP Toilet repair – 1/28
- DSRP Hose nozzle replaced – 1/31

Equipment/Vehicles

- SRWRF Ferris mower fuel filter replacement – 1/3
- Exmark mower starter replaced – 1/3
- Dump trailer latch repaired – 1/5
- MD002 pm'd – 1/7, 1/21
- MD002 reverse light replaced – 1/7
- Water wagon repair – 1/10
- Gooseneck trailer electrical repairs – 1/14
- MD004 pm'd – 1/14, 1/21, 1/28
- MD003 pm'd – 1/14, 1/21, 1/28
- AD001 pm'd – 1/14, 1/21
- BD001 pm'd – 1/14, 1/21
- Gooseneck trailer inspection – 1/18
- MD003 tires rotated – 1/21
- MD003 oil change – 1/31

Other

- Community electrical boxes moved from DSRP to SRWRF – 1/3
- CPR/AED training – 1/13
- Stephenson Bldg, DSRP, SRP, and Founders freeze prep water shut off/on – 1/19, 1/24
- Ranch House water turned back on and off – 1/19-1/21, 1/24

SRWRF

- Caliterra lift station screen repair – 1/19
- Downspout repaired – 1/19



PARKS
& COMMUNITY
CITY OF DRIPPING SPRINGS



2021 ANNUAL REPORT

City of Dripping Springs Parks & Community

TABLE OF CONTENTS

PARKS & COMMUNITY SERVICES 2021 ANNUAL REPORT CONTENT

Reflecting - A Message from the Director _____	3
Mission, Boards, Commissions, & Committees _____	4
Parks & Community Services Organizational Chart _____	5
Community Partner Organizations and Businesses _____	6

PARKS, PROGRAMS, & FACILITIES- SHERRIE PARKS, COUNCILMEMBER LIAISON

Parks Improvements & Maintenance Projects _____	8
Community Programs _____	9
DSRP Event Center _____	10
Founders Memorial Pool _____	10

COMMUNITY SERVICES - SHERRIE PARKS, COUNCILMEMBER LIAISON

City Events _____	11
City Initiatives & Volunteer Program _____	15
Community Service Co-Sponsorships & Permits _____	17

OUTREACH & OPERATIONS

Proclamations & Resolutions _____	18
Marketing & Outreach _____	19
Department Budgets _____	21
Notable Mentions _____	22
2021 Moments in Parks _____	23



Physical Address: 1042 Event Center Dr. – Ranch House
 Mailing Address: PO Box 384, Dripping Springs, TX 78620
 Phone: 512-894-2400 | parks@cityofdrippingsprings.com

PARKS & COMMUNITY SERVICES – 2021

REFLECTING – A MESSAGE FROM THE DIRECTOR



It is with great pleasure that the Parks and Community Services team presents our 2021, Department Annual Report highlighting our many significant accomplishments over the past year. We all continued to witness the important role parks, programs, and events played in improving and maintaining the health and wellness of our community throughout the year. Dripping Springs parks experienced their highest usage numbers during this time, not only residents, but many who were passing through on their way to adventures in the hill country and day trippers from Austin. The past year clearly illustrated that parks contribute to the vitality and well-being of our community and serve as a respite for centering and connecting with nature.

Planning, upkeep, and operations continued to move forward during the year. Some of the department highlights include:

- Dripping Springs Ranch Park & Event Center returned to almost regular operations in 2021. While Covid-19 still impacted attendee turn out, the event promoters were anxious to resume some sense of normalcy. The Ranch Park & Event Center team hosted a myriad of community events and first-time offerings of wildly successful youth programs such as Tween Scene, Kenny Reed Skate Camp, and Coyote Kids Nature Camp. Tween Scene provided a weekly Thursday Night event during the summer for youth ages 9-14 to play and connect with peers. Activities included roller skating, playing dodgeball and kickball, gaming, obstacle courses, and many other activities. The program served more than 500 Dripping Springs tweens, doubling in attendance each week.
- Coyote Kids Nature Camp was launched in-person and sold out each week. This program provided hiking, nature-centric guest speakers and thematic camp weeks, and outdoor educational activities. The favorite of campers was no doubt the camp week wrap up campfire, filled with camp songs and coyote pack skits. The program is destined to grow into a departmental legacy program that provides a unique day camp experience that immortalizes and produces residential camp level memories.
- Founders Memorial Pool opened for the 2021 season to regular operations with a streamlined pool schedule, returning and new friendly aquatics staff, new facility manager, and the return of our beloved Tiger Splash swim team. The pool continued to be improved and updated; a new commercial grade heater and chlorination and UV sanitization systems were installed as well as phase 1 of the pool deck expansion project completed.
- As an essential city service, the weekly Dripping Springs Farmers Market continued to provide its consistent and locally sourced produce, meats, baked goods, and other craft delectable delights. The Farmers Market team honed business operations and expanded marketing reach and tools and by doing so, ensured that once again the DSFM was voted Best in Texas for the 4th year.
- Park system operational improvements were planned for and achieved in 2021. The Dripping Springs Ranch Park Master Plan update and the Dripping Springs Park System Wayfinding Signage Plan & Guidelines were developed. Both tools will serve as guides for a 5-year strategy to improve and connect the parks for our community in a cohesive manner.

We will continue to work hard to provide a model park system for all citizens and visitors to Dripping Springs to enjoy and be proud of. We are committed to fostering community by preserving parks and open space, by connecting people to our natural resources and cultural history, and by offering engaging programs and events.

In conclusion, the PCS team would like to extend our heartfelt gratitude to Mayor Bill Foulds, Jr., Mayor Pro Tem Taline Manassian, and Council Members Wade King, Geoffery Tahuahua, April Harris Allison, and Sherrie Parks for their support and leadership throughout the year. A special thank you to City Administrator, Michelle Fischer for her unwavering consistent guidance and unparalleled public service leadership! Also, a SHOUT OUT to all other city departments and community partners for their hard work, continued support, teamwork, and collaboration – we couldn't do it without you!

See you in the parks and on the trails,

Kelly Schmidt, MSRLS, CPRP
Parks & Community Services Director

MISSION, COMMISSIONS, & BOARD

DEPARTMENT MISSION

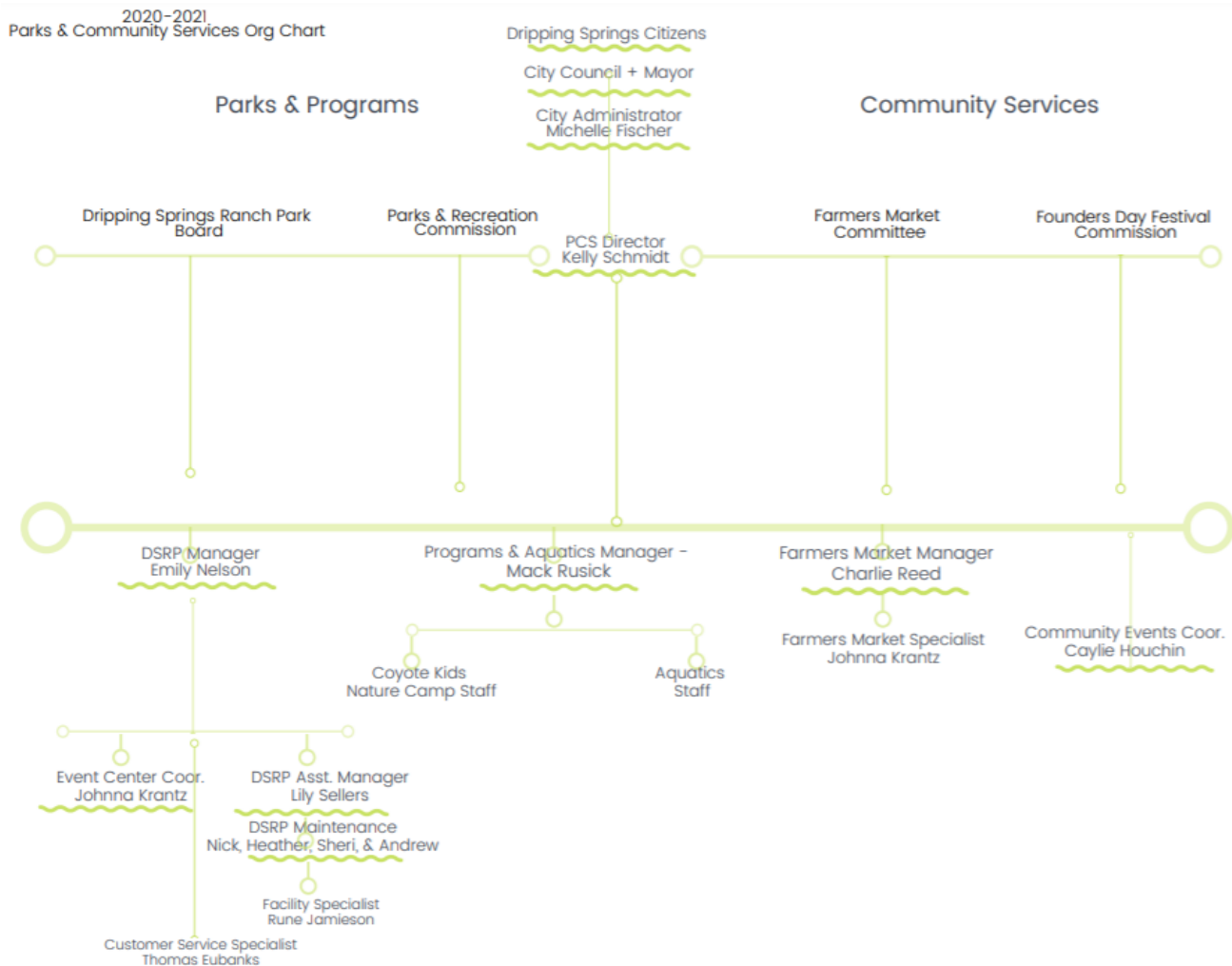
“It is our mission to foster community by preserving parks and open space, by connecting people to our natural resources and cultural history and by offering engaging programs and events.”



PARKS & COMMUNITY SERVICES COMMISSION, COMMITTEE, & BOARD MEMBERS 2020 - 2021

Position	Dripping Springs Ranch Park Board	Farmers Market Committee	Founders Day Commission	Parks & Recreation Commission
Chair	Todd Purcell	Gouri Johnsen	Brenda Medcalf	Eric Henline
Vice- Chair	Terry Polk	Marianne Simmons	Jake Adams	Eric Russell
Secretary	Pam Owens	Theresa Strube	Brian Daniel	
Members	Penny Reeves Mike Carroll	Nikki Dahlin Claudia Oney Janet Musgrove Vacancy 1 Erika Fritz	Clinton Holtzendorf Dee Marsh Larry Hans Michael Monaghan Darrell Debish Danny Rowe Brian Varnell Jeff Schindler Sharon Goss Susan Warwick Brad Thomas	Paul Fishille Wade King Tara Satine Kristy Caldwell Matthew Fougerat Matthew Zarbaugh

PCS 2021 ORGANIZATIONAL CHART



Director, Parks & Community Services Department – Kelly Schmidt (FT)

Manager, Dripping Springs Ranch Park – Emily Nelson (FT)

Manager, Farmers Market – Charlie Reed (FT)

Manager, Programs & Aquatics – Mack Rusick (FT)

Asst. Manager, Dripping Springs Ranch Park – Lily Sellers (FT)

Coordinator, Event Center – Johnna Krantz (FT)

Coordinator, Community Events – Caylie Houchin (FT)

Coordinator, Coyote Kids Camp – (Seasonal)

Ranch Hand, Lead – Nick Spillar (FT)

Ranch Hand, Sheri Kapanka (FT)

Ranch Hand, Heather Newman (FT)

Ranch Hand, Andrew Thompson (FT)

Facility Specialist, Rune Jamieson (PT)

Customer Service Specialist – Thomas Eubanks (PT)

Program Staff-

Camp Counselors (5) Seasonal

Aquatics Staff (20) Seasonal



COMMUNITY PARTNERS & BUSINESS SPONSORS

It takes a village...Throughout the year the Parks and Community Services department relies heavily on partnerships with community non-profits and businesses to assist us with fulfilling our mission. Together we are successful in our collaborative efforts to serve the Dripping Springs Community. Depicted below are partners that helped to elevate the PCS department's services in 2021. We are so thankful for their support.



Destination Dripping Springs Visitors Bureau

Destination Dripping Springs partnered with the Parks and Community Services Department by serving on the Texas Bird City Application Committee. The Visitors Bureau assisted PCS in achieving our mission by dedicating staff to serve on the DSRP Board, serving as a liaison for the city's Film Friendly City designation, and obtaining and spearheading the City's Music Friendly designation.



Dripping Springs Ag Boosters

Dripping Springs Ag Boosters is an essential partner of Dripping Springs Ranch Park Event Center. This organization is the key co-sponsor for the City of Dripping Springs' Annual Rodeo. Its mission is to preserve the cultural heritage of the Dripping Springs Community through our youth.



Dripping Springs Lions Club

Christmas on Mercer is an annual event that was successfully held in 2021. The partnership between Lions Club and the City of Dripping Springs evolves each year to produce an even better event than the year prior and 2021 was no exception. Attendance was upward of 8k and the event hosted over 100 vendors. The level of joy and Christmas spirit that the event created was not hindered this year.



Dripping Springs Mountain Bike Club

Dripping Springs Ranch Park (DSRP) is training home to the Dripping Springs Youth Mountain Bike Club. Through a park use agreement, the club provides an outlet for the youth of Dripping Springs to learn how to mountain bike and become passionate about the sport. They also learn the importance of trail etiquette as the DSRP park trails are utilized by hikers and horseback riders alike. Over the year the team practices every Tuesday & Thursday on the trails at DSRP and donate volunteer hours to the upkeep and care of the trails.



Dripping Springs Skate Park Initiative

The Dripping Springs community skate park grass roots initiative continues to thrive. The community members once again partnered with Parks and Community Services staff for a second presentation to Hays County Parks and Open Space Advisory Commission about the skate park project. The collaboration continued through weekly skate night events and two special skate camps held during the summer at Dripping Springs Ranch Park Event Center.



Dripping Springs Youth Sports Association

Partners with the Parks and Community Services Department by using city parks to provide a competitive youth sports recreation program. Their offerings include youth baseball, football, flag football, cheerleading, volleyball, softball, lacrosse, basketball, and soccer.



Hays County Livestock Board

Each year the Dripping Springs Ranch Park Event Center is home to the Hays County Livestock Show. This show and the Hays County Livestock Board is an essential partner for the Parks and Community Services Department. Not only does the event assist in the facilitation of the Department's mission for the Dripping Springs Community it improves the quality of life for many families throughout Central Texas. The Hays County Livestock show educates Texas youth on how to responsibly raise market-ready animals. This process instills important life and business values that participants will have for a lifetime.



The Dr. Pound Historical Farmstead

The Dr. Pound Historical Farmstead operates adjacent to Founders Memorial Park and elevates the PCS mission by providing a glimpse back in time to slower days in Dripping Springs. While 2021 did not allow for many days of operation, the Pound House continues to "connect people to our cultural history."

COMMUNITY PARTNERS & BUSINESS SPONSORS



Hays County Master Naturalists (HCMN) & Hays County Master Gardeners (HCMG)

HCMN & HCMG representatives served on the Bird City Application Committee for the second year and provided invaluable contributions. HCMN held monthly workdays (when appropriate and restrictions permitted) at both Dripping Springs Ranch Park and at Charro Ranch Park. Site coordinators began providing monthly reports that allow the PCS Director to better record the volunteer hours being contributed each year and approve/track the work being done. HCMG dedicated 567 volunteer hours to the Dripping Springs Community in 2021.

Tiger Splash



Tiger Splash partnered with the PCS department to provide a Texas Amateur Athletic Federation (TAAF) Summer Recreational Swim Team program at Founders Memorial Pool. The program was canceled in 2020 due to Covid -19 so the Aquatics staff and Tiger Splash community were thrilled to have it return. The program provided a summer recreational competitive swim team program for 180 participants and their families.

The Melissa & Amy Team

MelissaAndAmyTeam@RealtyAustin.com



Melissa & Amy Team

Our 2021 Coyote Kids Nature Camp T-shirts and annual Halloween Movie hosted at Dripping Springs Ranch Park were sponsored by the Dripping Springs based Melissa & Amy Team of Realty Austin. Their generous donation/sponsorship help provide program support by reducing camp supply costs and hosting a wonderful free community movie each year.



Wild Birds Unlimited

Wild Bird Unlimited partnered with the PCS team on the Bird City Application Committee and dedicated several hours throughout the year toward meetings that produced an incredible collaborative application submittal. This generous partner also donates hours of time and energy to the community promoting bird conservation, appreciation, and the recreational pursuit of aviary observation.



Twisted X Brewing

Twisted X Brewing served as a sponsor for the Dripping Springs World Migratory Bird Day celebration – Festival of Flight that was held on May 8, 2021.



Ashley Tullis
Atomic Properties Group
License #0680993

Ashley Tullis – Atomic Properties Group

Ashley has been a long-standing supporter of Christmas on Mercer sponsoring Santa's arrival and photo shoot each year. In 2021 Ashley also sponsored the downtown community movie viewing of Elf the night before the Christmas on Mercer event. Approximately 150 community members were in attendance for the pre-event fun!

PARK IMPROVEMENTS & MAINTENANCE PROJECTS

CHARRO RANCH PARK – 64 Acres

- Each month (except for December) throughout 2021, the Charro Ranch Park Hays County Master Naturalists' work group dedicated an average of 284.5 volunteer hours toward the care and upkeep of Charro Ranch Park.

DRIPPING SPRINGS RANCH PARK – 130 Acres

- New walkway installed from round drive to Ranch House.
- Ranch House painted.
- Chimney Swift Tower Eagle Scout Project completed.
- Ranch House fire pit refurbished, and surround seating installed.
- Engineering plans completed for Ranch Park access road maintenance and drainage improvements.
- 134 volunteer hours were dedicated to service and upkeep by the Hays County Master Naturalists at DSRP in 2021,

FOUNDERS MEMORIAL PARK – 40 Acres

- Founders pool sanitization system changed from liquid chlorine to dry.
- UV Sanitization enhancement installed to Founders pool system.
- Founders pool deck expanded for first phase. Second phase consisting of cool deck application to occur in 2022.
- Commercial grade heater installed at Founders pool, replacing decommissioned domestic heaters.
- Parking lot expanded to the north end of the park creating an additional 50 parking spaces.
- Cactus Garden monument sign was replaced and installed by Big Sky development.

SPORTS AND RECREATION PARK – 40 Acres

- Several volunteer hours were dedicated to trash removal at Sports and Recreation Park by school groups.
- Resurfacing of the dilapidated basketball court was completed with a brilliant blue court color.
- Wooden Sports field bleachers repaired, and wood replaced.

RATHGEBER NATURAL RESOURCE PARK – 300 Acres

- Funding and project pitch was presented for a second time per request by the Hays County Parks and Open Space Advisory Commission 2.0. Funding award was not declared in 2021. The project remains in a holding pattern, but land management steps moved forward.
- Co-led with Robert Ellis (Dick Rathgeber's grandson) several stakeholder tours of Rathgeber Natural Resource Park.

VETERANS MEMORIAL PARK – 1.947 Acres

- Eagle Scout project improved stone and wood archway features near Veterans Memorial
- Daughters of the American Revolution improved area at the north end of the park installing small stone commemorative memorial.
- In December, a drainage project was completed by the Public Works department to aid with eliminating existing standing water in the park along Mercer Street. Natural bolder barriers were placed to prevent vehicular traffic from using the impaired area as parking during downtown and park events. The vehicular traffic was compounding the issue and its occurrence had to be eliminated.

COMMUNITY PROGRAMS

Coyote Kids Nature Camp 2021 – Summer (Fee Based)



Coyote Kids Nature Camp took place at Dripping Springs Ranch Park & Event Center for its inaugural in-person season. The camp staff consisted of five counselors and one Camp Director. The team and program serviced over 450-day campers throughout the summer. The program features 10 thematic weeks filled with nature hikes, guided activities, guest speakers, campfires, skits, and s'mores.

Kenny Reed Skate Camp – June 2021 (Fee Based)



An upstate native, Kenny Reed spent 16 years as a **pro skateboarder**, traveling the world and bringing the sport of skateboarding to areas that had little or no experience with it before. In 2021, Kenny graced our community and teamed up with PCS to offer two weeks of skate camp at DSRP. At the time Kenny was a resident of Dripping Springs and wanted to give back to the community before he moved to California. The camp was open to youth ages 10+ and was well received by all who attended.

Swim Club 2021 – Summer (Fee Based)



A Youth Swim Club debuted this year for young swimmers ages 9-14yrs at Founders Community Pool. It was offered by PCS staff. The 60-minute class was held Monday -Thursday and we were pleased to see several kids participate throughout the summer. Students worked diligently on improving their swim skills and stroke technique while increasing their aquatic fitness. We had so much fun with this program and will offer it again in 2022.

DRIPPING SPRINGS RANCH PARK & EVENT CENTER



DRIPPING SPRINGS RANCH PARK

Categories	Budgeted	Actual 2020	Budgeted 2021	Actual 2021
Annual Memberships Sold		QTY 80	\$9000	QTY 90 \$11,706
Day Passes & Fees Collected	\$1,000	Qty 128 \$1,135	\$1,000	Qty 135 \$1,890
Stall Rentals	\$22,000	Qty 514 \$19,886	\$22,000	QTY 1,313 \$31,256
RV/Camping Rentals (Qty 366 /41) <i>(actual includes RV Dump fees Qty 76 2020 & 82 in 2021)</i>	\$22,500	Qty 200 \$12,090	\$18,000	Qty 407 \$20,323
Facility Rentals	\$165,000	\$43,456	\$112,000	\$77,989

DS PARKS & FOUNDERS COMMUNITY POOL



Founders Pool offered a Youth Swim Club this year for young swimmers ages 9-14yrs. The 60 min class was offered Mon-Thurs and we were pleased to see several kids participate throughout the summer. Students worked diligently on improving their swim skills and stroke technique and increasing their aquatic fitness. We had so much fun with this program and will offer it again next summer.

Categories	Budgeted	Actual 2021
FMP - Pavilion Rentals	\$2,350	QTY 35 \$6,283
FMP - Pool Rentals	\$800	QTY 9 \$2,080
FMP - Tiger Splash Use Agreement	\$10,900	\$10,272
FMP - Pool Pass Purchases	\$1,500	QTY 121 \$13,415
FMP - Pool Daily Drop-in (QTY 4672) (1543 w/pass)	\$6,000	QTY 3,129 \$11,313
FMP - Swim Lessons, Red Cross	\$26,450	\$2,130
FMP – Athletic Field Rentals	\$900	QTY 9 \$4,230
Sports & Rec Park – Rentals	\$300	QTY 2 \$400
Veterans Memorial Park - Rentals	\$450	QTY 4 \$500



COMMUNITY EVENTS & SERVICES

Year-Round | Dripping Springs Farmers Market @ Veterans Memorial Park | Free



In 2020 the Dripping Springs Farmers Market was declared an essential city service by the Mayor of Dripping Springs. During 2021 the Market thrived while serving the community as a direct lifeline to locally sourced fresh produce, baked goods, and meats each Wednesday. The success of the market is a direct result of the desire of the community to have locally grown food and the efforts put forth by the Farmers Market staff and Committee.



Total Number of Vendor Booths	2021
Budgeted Revenue	\$80,116
Actual Revenue	\$83,214
Budgeted Expenses	\$52,281
Actual Expenses	\$25,895



Year-Round | Skate Night @ Dripping Springs Ranch Park | Free



Skate Night at Dripping Springs Ranch Park was a year-round, weekly skateboarding event held on Thursday evenings. On average, twenty (20) participants (adult and youth) were in attendance each week. It is completely run by adult volunteers. The program provides approximately 2,080 hours of recreational activity to Dripping Springs youth annually.

March | 1st Annual Poker Trail Ride @DSRP | Fee



COMMUNITY EVENTS & SERVICES (CONTINUED)

April | Founders Day Festival – Cancelled



With the continuation of the Covid-19 pandemic in full escalation, the Founders Day Commission unanimously voted to cancel the event for the 2021 year. Founders Day Festival takes place in Dripping Springs' historic downtown district for a festive celebration of heritage and pioneer spirit. The city-wide event honors and celebrates the founding of the Dripping Springs community in 1850 by the Moss, Wallace, and Pound families. The three-day jubilee promotes cooperation and volunteerism in the community and generates community spirit and recreation.

The three-day celebration kicks off with the Grand Parade and includes free music and entertainment, the Mighty Thomas Carnival, food, beer, street dances, cook-off competitions, over 150 arts and crafts booths and business vendors. Hosted by the City of Dripping Springs and the Founders Day Commission, which includes representatives of various community organizations, the proceeds from the festival are donated back into the community and directly benefit local non-profit organizations, churches, school and park programs, youth groups, and charities.

May 8, 2021 | WMBD – Festival of Flight @ Charro Ranch Park | Free



Summer (June – August) | Tween Scene @ DSRP | Fee



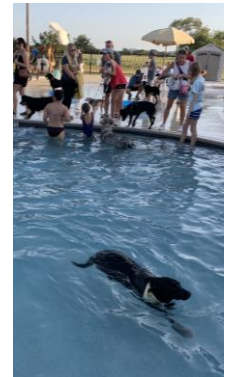
Tween Scene was a popular weekly event in 2021. Each Thursday children ages 9-14 attended an offering of age-appropriate activities at the Event Center. While roller skating, dodgeball, and kickball were constant, new, and different activities were offered each week to keep the kids engaged and interested in returning for more fun with friends and PCS staff. Attendance numbers were recorded at more than 500 kids at this event this summer.

COMMUNITY EVENTS & SERVICES (CONTINUED)

July 24, 2021 | Float Flick @ Founders Community Pool | Fee



August 15, 2021 | Bark in the Park @ FMP & Community Pool | Free



October 8 | Dripping Springs Star Party @ DSRP | Fee



COMMUNITY EVENTS & SERVICES (CONTINUED)

October 21-23 | Dripping Springs Fair & Rodeo @ DSRP | Fee



October 28 - 31 | Community Movie Night & Dead Hill Ranch Haunted House & Hayride



December 3 Holiday Community Movie @ Stephenson Bldg Lawn | Free



December 4, 2021 Christmas on Mercer - CoDS & Dripping Springs Lions Club | Free



Estimated Attendance – 8,000
 Number of Vendors - 108
 Event Revenue – \$26,300
 Sponsorships \$15,500
 Booths \$10,800
 Event Expenses - \$12,019
 Lion's Club Revenue - \$14,280
 City Revenue – \$3,240
 (30% of Booth Fees)

CITY INITIATIVES & VOLUNTEER PROGRAM



On December 16, 2021, the City of Dripping Springs and its collaborative Bird City Committee applied to become a designated Texas Bird City for the 3rd year in a row. The application process was arduous. The Bird City committee was comprised of city staff, Dripping Springs Visitors Bureau staff, Hays County Master Naturalists, and members of the City's Parks and Recreation Commission. The team met monthly for over a five (5) month period while compiling and reporting on all activities to meet or exceed the various requirements of the application.



International Dark Sky Association designation initiative was extremely active in 2021 with passionate involvement from not only city staff but the City Administrator and Mayor as well. The Parks and Community Services team, Communications & Marketing Director and City Administrator played the primary implementation role of the city initiative and created components such as a proclamation designating a community "Lights Out" campaign that supported migratory birding seasons and night sky preservation as well as met a requirement of the Bird City application process. Support events included several "Star Parties" held in Dripping Springs parks for staff and the public to attend.

Dripping Springs Participated in the Great American Clean-Up originally scheduled for April 17 then rescheduled for April 24.



- Meet @ Dripping Springs Ranch Park- 1042 Event Center Drive
- Wear gloves and dress appropriately for the weather & walking
- Bring a water bottle!
- Trash bags, vests, grabbers will be provided
- Great family activity (recommended for ages 8+)
- Masks are strongly recommended but not required



Sign up to participate at www.cityofdrippingsprings.com

We are really looking forward to keeping Dripping Springs Beautiful with you!

It's time for Keep America Beautiful's annual Great American Clean-Up | 2021. We'll gather at DSRP and head south toward downtown Dripping Springs. Let's see just how many bags of trash we can fill as we go. On our way back to the park, we'll turn our attention to the east side of Ranch Road 12 while we arrive back to our place of origin.

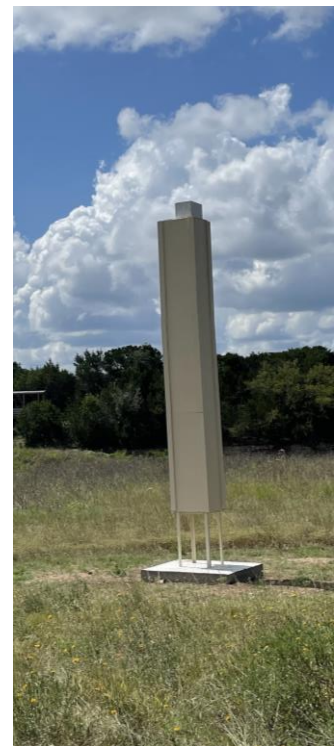
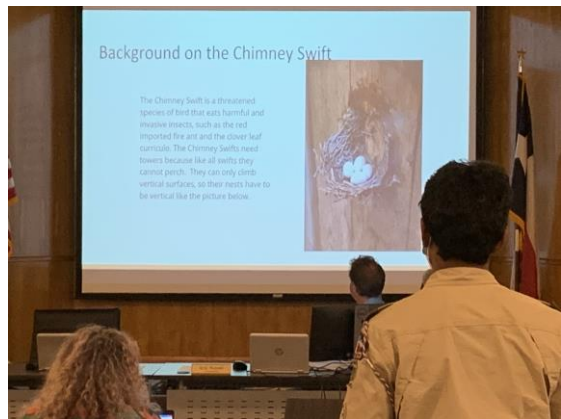
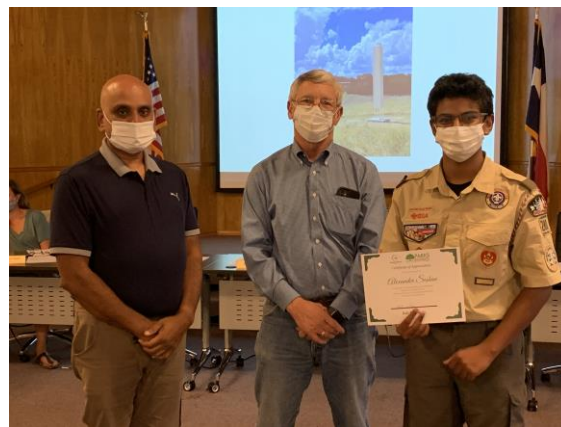
For more information email: parks@cityofdrippingsprings.com



VOLUNTEERS



In addition to our monthly volunteer Hays County Master Naturalist work groups at Dripping Springs Ranch Park & Charro Ranch Park, on October 22, 2021, the Parks and Community Services Team hosted youth volunteer work groups at the parks from Skybridge Academy. The school youth volunteer group from Dripping Springs assisted with beautifying Sports and Recreation Park grounds and amenities. The PCS department also benefited from the completion of 1 Eagle Scout project installation of a chimney swift tower at Dripping Springs Ranch Park.



COMMUNITY SERVICES | CO-SPONSORSHIPS & PERMITS

The Community Services scope of the department focuses on processing Event Co-sponsorship requests, coordinating Triangle banner displays, issuing event-related permits, facilitating park rentals and city initiatives, and supporting city-wide events.

<u>Event Date & Name</u>	<u>Co-Sponsorship</u>
March 27&28 Wildflower Spring Market	Texas Market Guide
October 9-10 Hill Country Harvest Mkt	Helping Hands, TX Mkt Guide
October 10-31 DS Pumpkin Patch	DS United Methodist Church
October 15-17 Songwriter's Festival	DS Visitors Bureau
November 8 Empty Bowls	Helping Hands
November 14 Run by the Creek	DS Running Club
December 3-5 Vintage Market Days	Vintage Market Days
December 16 The Nutcracker	Arts Alliance of Central Texas

2021 - Banner Displays at the Triangle (RR12 & HWY 290)	
January	CoDS Shop Local Hays County Livestock Show DS Chamber Buy Local
February	Dripping Springs Chamber Buy Local Centra Hays County Livestock Show
March	Parks and Community Services Coyote Kids Nature Camp Helping Hands Sponsored Wildflower Spring Market
April	Parks & Community Services Coyote Kids Nature Camp Helping Hands Sponsored Wildflower Spring Market
May	Parks & Community Services Coyote Kids Nature Camp Dripping Springs Visitors Bureau Songwriters Festival
June	Parks & Community Services Coyote Kids Nature Camp Dripping Springs Visitors Bureau Songwriters Festival
July	Dripping Springs Visitors Bureau Songwriters Festival & Wedding Capitol
August	Dripping Springs Visitors Bureau Songwriters Festival & Wedding Capitol
September	Dripping Springs Visitors Bureau Songwriters Festival & Wedding Capitol
October	Dripping Springs Visitors Bureau Songwriters Festival & Wedding Capitol Dripping Springs United Methodist Church Pumpkin Patch Texas Market Guide Hill Country Harvest Market Dripping Springs Helping Hands Empty Bowls Parks & Community Services Haunted House @ DSRP Dripping Springs Cook-Off Club Chili Cook-Off Dripping Springs Running Club Run by The Creek Parks & Community Service Ranch Park Community Movie @ DSRP
November	Dripping Springs Rotary Club Veterans Day Dripping Springs Helping Hands Empty Bowls Parks & Community Services Haunted House @ DSRP CoDS & Lions Club Christmas on Mercer Parks & Community Services Community Movie @ Stephenson Building Field Dripping Springs Chamber Shop Small Saturday Vintage Market Days of Greater Austin Vintage Market Days
December	CoDS & Lion's Club Christmas on Mercer Parks & Community Services Community Movie @ Stephenson Building Field Vintage Market Days of greater Austin Vintage Market Days Arts Alliance of Central Texas The Nutcracker

Community Service Permits

Most of the permits the Parks and Community Services department issues are related to events within city limits or activities in the parks. The following reflects the number of permits issued in 2021.

Type of Permit	QTY
Business Operations in City Park Permits	1
Events on City Property or within City Limits Permits	8
Filming Permits	6
Itinerant Vendor License Permits	20
Road Closure Permits	2

PROCLAMATIONS & RESOLUTIONS

Proclamations

APRIL 13 – Carl & Susie Waits Day

JULY - Parks & Recreation Month

MARCH – MAY Lights Out Migratory Months

OCTOBER - Hill Country Night Sky Month

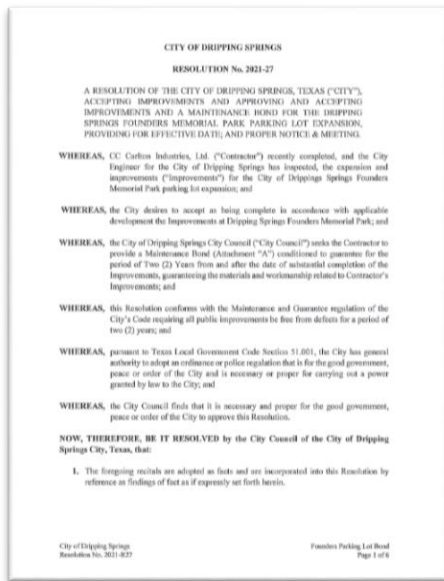


Resolutions

July 6 – Resolution No. 2021-R21 | Farmers Market Rules Amendment

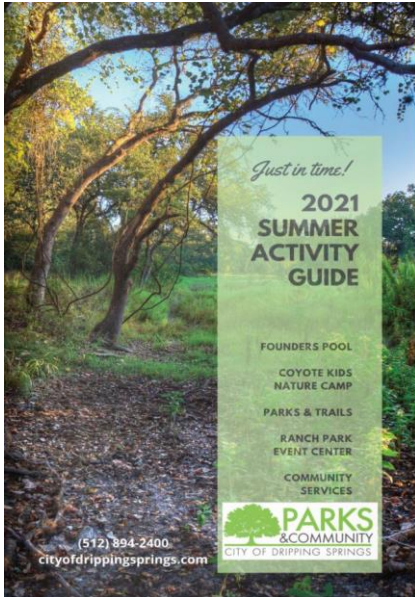
September 7 – Resolution No. 2021-R27 | Founders Park Parking Lot Expansion

November 2 – Resolution No. 2021-R34 | World Migratory Bird Day + Bird City Designation Application Approval



MARKETING & OUTREACH

Print

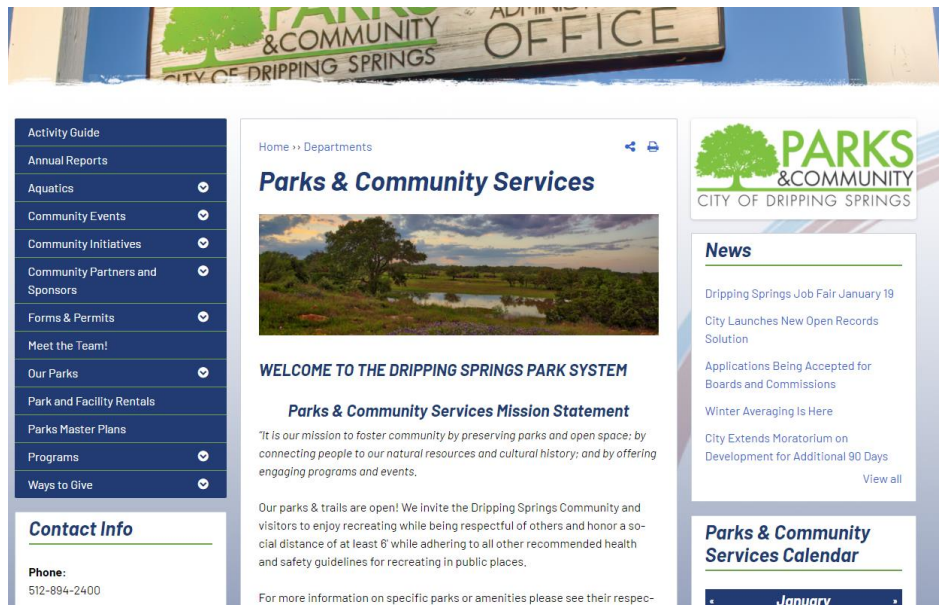


Parks & Community Services 2021 Summer Activity Guide

The Parks and Community Services department published and direct mailed to limited addresses its second activity guide. This publication serves as incredible branding for the department, a resource for community members, and a reference tool for staff all compiled in one comprehensive catalog. While still in its infancy and not on the radar of many community members its popularity is sure to expand over the years to come.

Website

The Parks & Community Services department's primary on-line presence in 2020 - 2021 was through the City's website & social media platforms such as Facebook.



The Parks and Community Services pages on the city's new website are a work in-progress. The full rebuild and service functionality were at 30% completion as 2021 came to an end. PCS Staff anticipates that this dynamic service delivery tool will evolve as the needs of the community are made more evident over time. The PCS team's goal is to have all of its new web pages up and running by the end of February 2022.

MARKETING & OUTREACH (CONTINUED)

Social Media

The department currently has 6 Facebook pages. Facebook pages aid in featuring department operations, programs, facilities, and events. These information dissemination outlets are instrumental branding tools the department relies upon daily. They are managed in collaboration with the City's Communications & Marketing Director. The LinkedIn page was primarily created to serve as a recruitment platform and solidify the city and its various departments as competitive and equal in sophistication and organization among other local governments. A 2021 goal is to create and manage a PCS Instagram account in addition to current platforms.



	2021	2020
Likes -	695	497
Followers -	863	582



	2021	2020
Likes -	5,747	5,066
Followers -	6,273	5,405
Check-in -	15,199	



	2021	2020
Likes -	5,121	4,770
Followers -	5,917	5,333
Check-in -	681	561
Instagram -	2,099	300



	2021	2020
Likes -	2,440	2,166
Followers -	2,628	2,270



	2021	2020
Likes -	4,535	4,244
Followers -	4,880	4,473



	2021	2020
Likes -	2,358	103
Followers -	2,455	105

PCS DEPARTMENT BUDGETS

The PCS Department worked closely with the Finance Department throughout the year to complete budgeted improvement projects and remain fiscally responsible while adhering to the Council-approved FY2021 budget. The staff provided services for the Dripping Springs Community as safely as possible and stayed within fiscal parameters set for them. The department is responsible for the oversight of 5 (five) funds within the PCS Budget: General Fund (PCS Administrative Operations, Parks, Founders Pool, Community Services, Events, Seasonal Staff Payroll), Dripping Springs Ranch Park & Event Center, Dripping Springs Farmers Market Fund, Parkland Dedication Fund, and the Ag Facility Fund. The department has access to a Landscaping Fund (when applicable),

*General Fund 2021		
General Fund	Budget	Actual
Revenue	\$166,011	\$151,075
Expenditures	\$244,996	\$251,211

Dripping Springs Ranch Park & Event Center Fund 2021		
DSRP	Budget	Actual
Revenue	\$449,890	\$446,621
Expenditures	\$447,789	\$397,371

*Farmers Market Fund 2021		
Farmers Market	Budget	Actual
Revenue	\$80,116	\$83,214
Expenditures	\$58,281	\$25,895

Parkland Dedication Fund 2021		
Parkland Dedication	Budget	Actual
Revenue	\$210,774	\$210,774
Expenditures	\$97,000	\$56,334

Ag Facility Fund 2021		
Ag Facility	Budget	Actual
Revenue	\$19,950	\$19,950
Expenditures	\$97,000	\$19,950



NOTABLE MENTIONS & PROFESSIONAL ORGANIZATIONS

To say that 2021 was a year of transition for the PCS department is an understatement. Nearly the entire team turned over and new positions were added. They say that good things come to those who wait, and the current Parks & Community Services dream team is proof of that.



Caylie Houchin
Community Events Coordinator
(December 2021) - FT



Johnna Krantz
Farmers Market Specialist &
Event Center Coordinator
(October 2021) - FT



Mack Rusick
Programs & Aquatics Manager
(October 2021) - FT



Charlie Reed
Farmers Market Manager
(October 2021) - FT



Emily Nelson
Dripping Springs Ranch Park Manager
(July 2021) - FT



Lily Sellers
Dripping Springs Ranch Park Asst. Manager
(July 2021) - FT



Nick Spillar
DSRP Lead Ranch Hand
(August 2018) - FT



Sheri Kapanka
DSRP Ranch Hand
(March 2016) - FT



Andrew Thompson
DSRP Ranch Hand
(December 2021) - FT



Heather Newman
DSRP Ranch Hand
(October 2021) - FT



Rune Jamieson
DSRP Facility Specialist PT
(September 2021) - PT

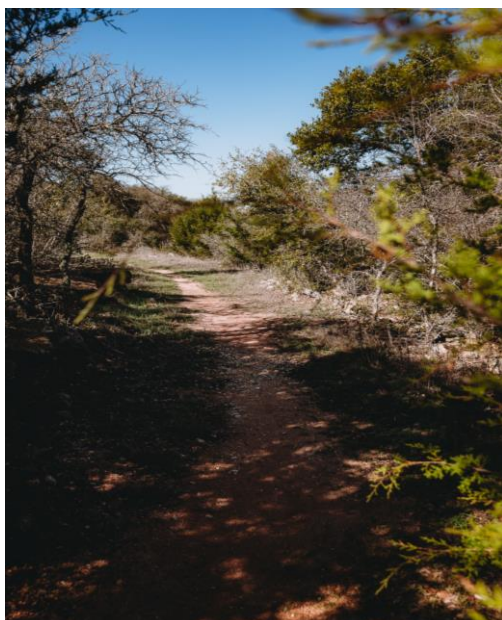


Thomas Eubanks
DSRP Customer Service Specialist
(December 2021) - PT

The Dripping Springs Parks & Community Services goal of continual professional development and striving to be best in the industry was met in 2021. The staff achieved this by seeking out industry specific professional organizations, educational opportunities, and certifications. Listed below are professional organizations the department holds memberships in and are professionally associated with. It's also important to note certifications achieved by staff and educational opportunities obtained in 2021.

- DSRP Ranch Hands
Attended Texas Recreation and Parks Society Annual Maintenance Rodeo
- Programs & Aquatics Manager—
Obtained Aquatics Facility Operator certification
- PCS Director & DSRP Manager –
Attended NRPA Annual Conference | (Earned CEU credits to maintain Certified Parks and Recreation Professional certification)
- PCS Director –
Attended Texas Recreation and Parks Society Annual Institute and Expo | (Earned CEU credits to maintain CPRP certification)

2021 MOMENTS IN PARKS





Physical Address: 1042 Event Center Dr. – Ranch House
Mailing Address: PO Box 384, Dripping Springs, TX 78620
Phone: 512-894-2400 | parks@cityofdrippingsprings.com

TO: CITY OF DRIPPING SPRINGS
 FROM: Kim Fernea
 RE: ECONOMIC DEVELOPMENT COMMITTEE MONTHLY REPORT
 DATE: February 10, 2022

Please accept this memo as the City of Dripping Springs Economic Development Committee's (the "Committee") monthly update to Council regarding projects and progress during the month of January 2022.

The Committee convened at the Dripping Springs ISD Board Chamber Room on December 8th.

Agenda:

- **Presentation and discussion regarding the State of the City, Planning Director Howard Koontz, Mayor Bill Foulds, City Administrator Michelle**
 - Please see attached.
- **Reports**
 - **City Council Monthly Report, Mayor Pro Tem Taline Manassian**
 - City's presentation thoroughly covered all updates.
 - **TIRZ Projects Report, Committee Member Keenan Smith**
 - Please see attached presentation
 - **Chamber of Commerce Report, Committee Member & Chamber President Susan Kimball**
 - Had several ribbon cuttings this month.
 - Held Job Fair-more employers attended than job seekers-next time will use a Business Expo format, including networking
 - Leadership program is going well-February has an education focus, March will include economic development and tourism
 - **Dripping Springs ISD Report, Committee Member & Chief Human Resource Officer of DSISD Tiffany Duncan**
 - 1075 employee – 60% reside in ISD, 40% elsewhere (this is not including substitute or temp workers.
 - When considering Teachers – the ratio is closer to 50/50-we have around 950 teachers
 - COVID starting to level and decrease but it presented challenges at the beginning of 2022 with the Omicron surge
 - Updated COVID protocols-biggest change involved staff- 5 days isolation update
 - Long Range Facility Committee continues to meet. Next meeting is in early February

Committee members present: Rex Baker, Melanie Fenelon, Susan Kimball, John Kroll, Patrick Rose, Andrea Nicholas, Tiffany Duncan, Council Member Taline Manassian, Robert Avera, Kim Fernea

Chamber members present: Lucy Hansen

Visitor: Russell Collins, Mim James, Chair, Planning & Zoning Commission



ECONOMIC DEVELOPMENT COMMITTEE REGULAR MEETING

City of Dripping Springs

DRIPPING SPRINGS Council Chambers, 511 Mercer St, Dripping Springs, TX
Texas

Wednesday, January 26, 2022 at 4:00 PM

Agenda

CALL TO ORDER AND ROLL CALL

Committee Members

Kim Fernea, Chair
Rex Baker
Tiffany Duncan
Dave Edwards
Melanie Fenelon
Whit Hanks
Susan Kimball
John Kroll
Taline Manassian
Andrea Nicholas
Patrick Rose
Keenan Smith
Robert Avera, Advisory Member
Jeff Nydegger, Advisory Member

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Mayor Bill Foulds, Jr.

AGENDA

- 1. State of the City Presentation**
- 2. TIRZ Projects Report**
Committee Members Dave Edwards and Keenan Smith
- 3. City Council Monthly Report**
Mayor Pro Tem Taline Manassian
- 4. Chamber of Commerce Report**
Committee Member Susan Kimball
- 5. Dripping Springs ISD Report**
Committee Member Tiffany Duncan
- 6. Community Activities Report**

UPCOMING MEETINGS**Economic Development Meetings**

February 23, 2022, at 4:00 p.m.

March 23, 2022, at 4:00 p.m.

April 27, 2022, at 4:00 p.m.

City Council & Board of Adjustment Meetings

February 1, 2022, at 6:00 p.m. (CC & BOA)

February 8, 2022, at 5:00 p.m. (Moratorium Waivers)

February 15, 2022, at 6:00 p.m. (CC)

February 22, 2022, at 5:00 p.m. (Moratorium Waivers)

ADJOURN

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



DRIPPING SPRINGS
Texas

State of the City

Economic Development
Committee
January 26, 2022



Today's Topics



Planning & Development

- Moratorium
- New Development
- Plans for Roads & Traffic
- Coming in the Future

Public Works

Parks and Community Services

Other Exciting Things

Join Us – Commissions, Boards, & More!



DRIPPING SPRINGS
Texas

Planning &
Development

Moratorium

In November 2021, the City Adopted a Development Moratorium



DRIPPING SPRINGS
Texas

- The Moratorium delays newly filed permits for:
 - Land use regulation deficiencies related to health and safety
 - Needed public infrastructure
- The City conducted multiple public hearings prior to adoption of the Moratorium
- The Moratorium started on November 18, 2021, and will continue until February 22, 2022, but can be extended

PERMITS – AFFECTED AND UNAFFECTED

Permits Subject to Moratorium

- Commercial/Multi-Family Building Permit Application
- Residential Building Permit Application
- Subdivision Application
- Site Development Application
- Zoning Amendment/PDD Application
- Development Agreement
- Conditional Use Permit
- Variance Application
- Wastewater Application

Permits not Subject to Moratorium

- Contractor Registration Form
- Grandfathered Status Request/Appeal
- City Limits/ETJ Determination Letter
- Street Cut/Driveway Permit
- On Site Sewage Facility Permit Application
- Mobile Food Unit
- Pre-Development Meeting Form
- Certificate of Appropriateness
- Annexation Application
- Sign Permit
- Exterior Lighting Review
- Zoning Determination Letter Request
- Residential Swimming Pool Permit
- Demolition Permit

Full list available at

www.cityofdrippingsprings.com/moratorium

List of Projects
that have
Already Received
Exceptions and
Waivers

Date Approved	Name of Project	Approved
11/23/2021	Headwaters	DA
11/23/2021	Caliterra	DA
11/23/2021	Cannon Ranch	PDD/WW Agreement
11/23/2021	Driftwood/Driftwood 522	DAs
11/23/2021	Ledgestone (MUD 4)	Consent to MUD
11/23/2021	Wild Ridge	Consent to MUD/WW Agreement
11/23/2021	Big Sky Ranch	PDD/WW Agreement
11/23/2021	Arrowhead Ranch	DA
11/23/2021	Carter Tract	DA and WW agreement (Caliterra)
11/23/2021	Cortaro	Final Plat and Septic
11/23/2021	Village Grove	Consent to MUD
11/23/2021	New Growth	MOU
11/23/2021	PDD 11	PDD and WW Agreement
11/23/2021	Parten Ranch	DA
12/1/2021	Heritage Subdivision	DA/PDD/WW Agreement
12/7/2021	Esperanza	Approved Plats and Exceptions
12/7/2021	Silver Creek (Waiver)	Septic and Concept Plan
12/20/2021	Bunker Ranch Phases 1-4; Hardy North	Plats
12/20/2021	Cannon East	PDD Application - Ongoing



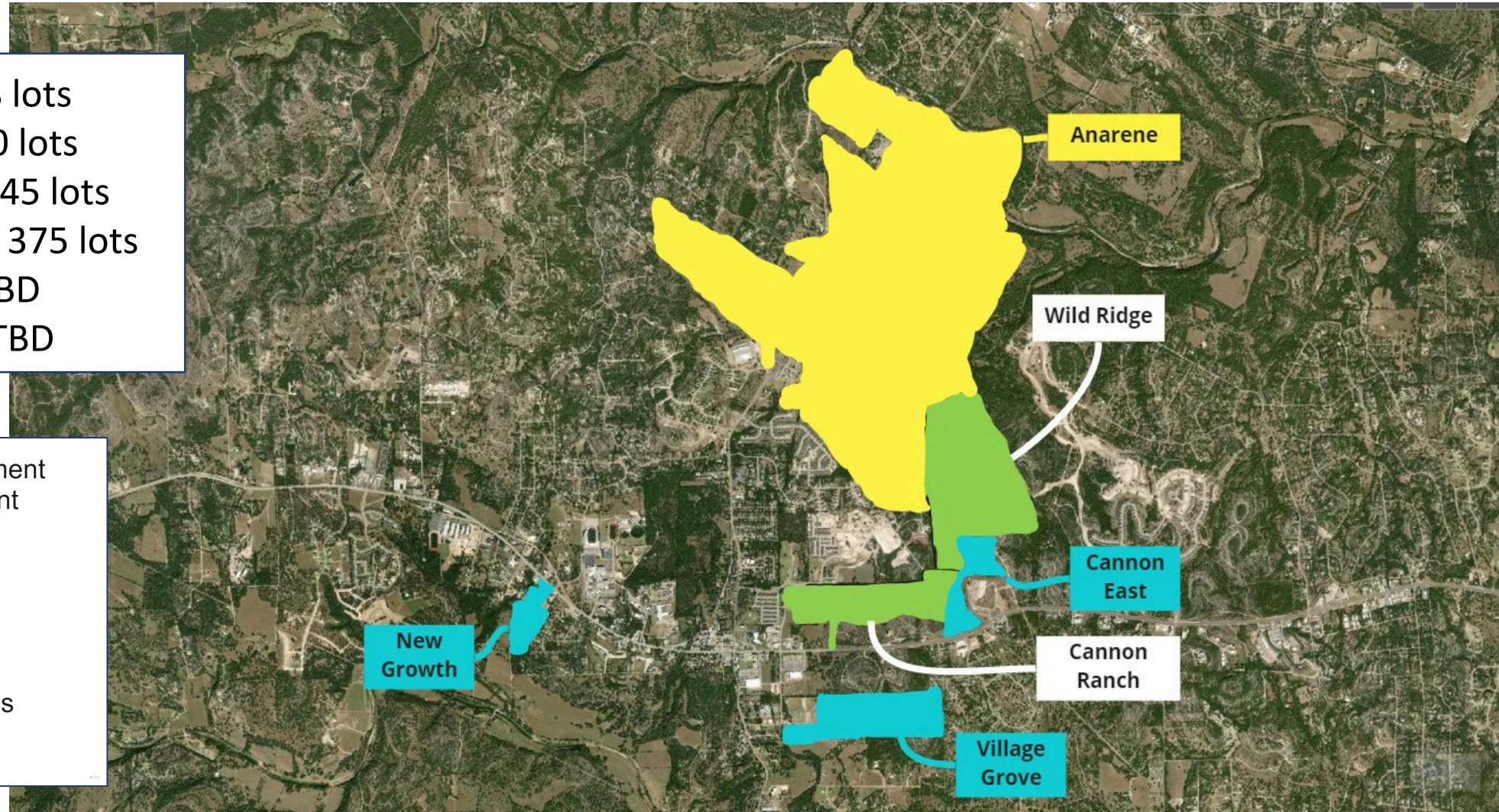
DRIPPING SPRINGS
Texas

Planning &
Development

*New
Development*

PPDs and Development Agreements

- Anarene: 2,408 lots
- Wild Ridge: 960 lots
- New Growth: 245 lots
- Cannon Ranch: 375 lots
- Cannon East: TBD
- Village Grove: TBD



- Pig Pen BBQ
- Get Along Grill
- 7 Eleven Gas Station
- Sharp Fitness Studio
- Accio Data
- Turcotte Butcher & Deli
- Happy Hounds
- Canvas Salon
- Sleep Number
- Southwest Dermatology
- Orange Theory
- Stefanie Reinold MD, LLC
- Hill Country Asset Management
- Los Olivos Market
- Heartland Dental
- Austin Cosmetic Implant Dentistry



2021!

New Single Family Residential:
908 Permits

1 Multi-Family Project:
Jovie @ Belterra, 150 Apartments



2022!

- P. Terry's
- Panda Express
- H Tea O
- Freebirds
- SportClips
- Massage Heights
- Mighty Fine Burgers
- The Swim Studio
- Popeyes

The logo for Popeyes, featuring the word "POPEYES" in a bold, orange, sans-serif font.The logo for Freebirds, featuring a red circle with a white bird icon inside, and the word "FREEBIRDS" in a bold, black, sans-serif font below it.The logo for SportClips Haircuts, featuring the word "SportClips" in a bold, red, sans-serif font, with "HAIRCUTS" in a smaller, black, sans-serif font below it, all enclosed in a white rectangular box.The logo for P. Terry's Burger Stand, featuring the words "P. TERRY'S" in a stylized, red, sans-serif font with a white outline, and "BURGER STAND" in a smaller, black, sans-serif font below it, all enclosed in a white rectangular box.



DRIPPING SPRINGS
Texas

Planning &
Development

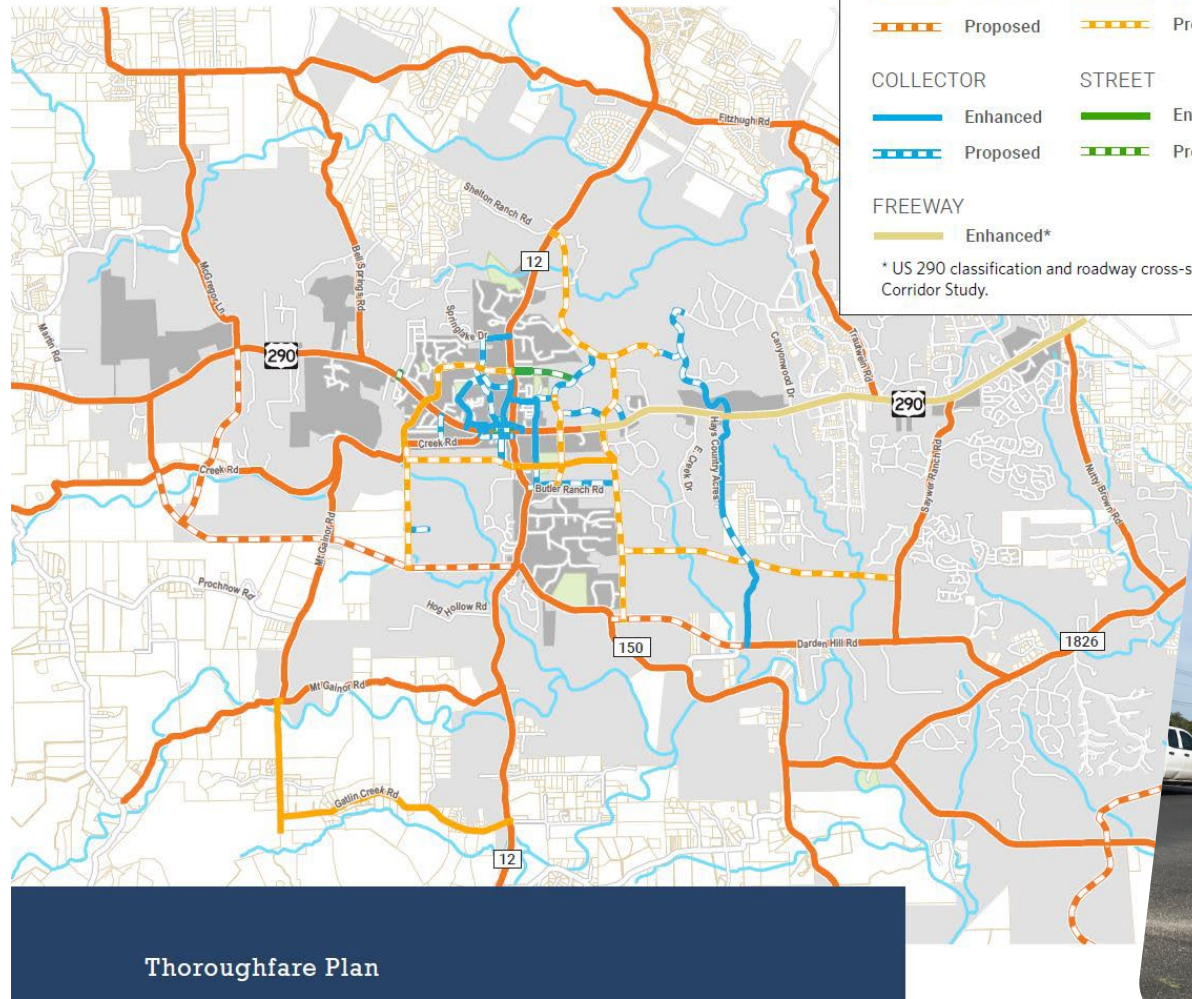
*Plans for
Roads & Traffic*



Plan Approved October 2021

- Plan for Future Mobility Needs
- Complete Roadway Network
- Bypass Route Identification
- Embrace the Character of Dripping Springs
- Preserve & Enhance Downtown
- Dripping Springs, County, TXDOT – What Can be Done by Each

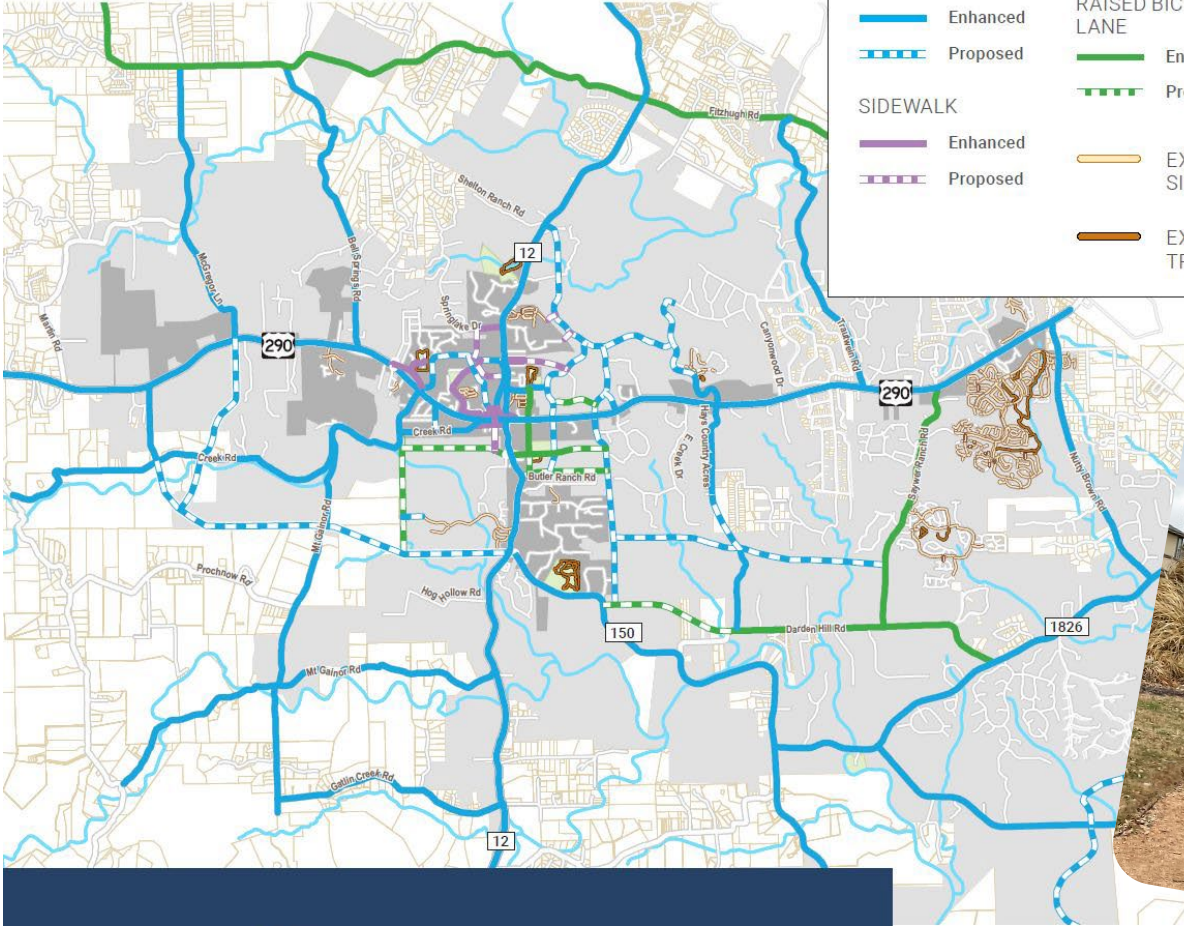
Overview Of Planned Thoroughfare



Thoroughfare Plan



Sidewalks Shared-Use Paths



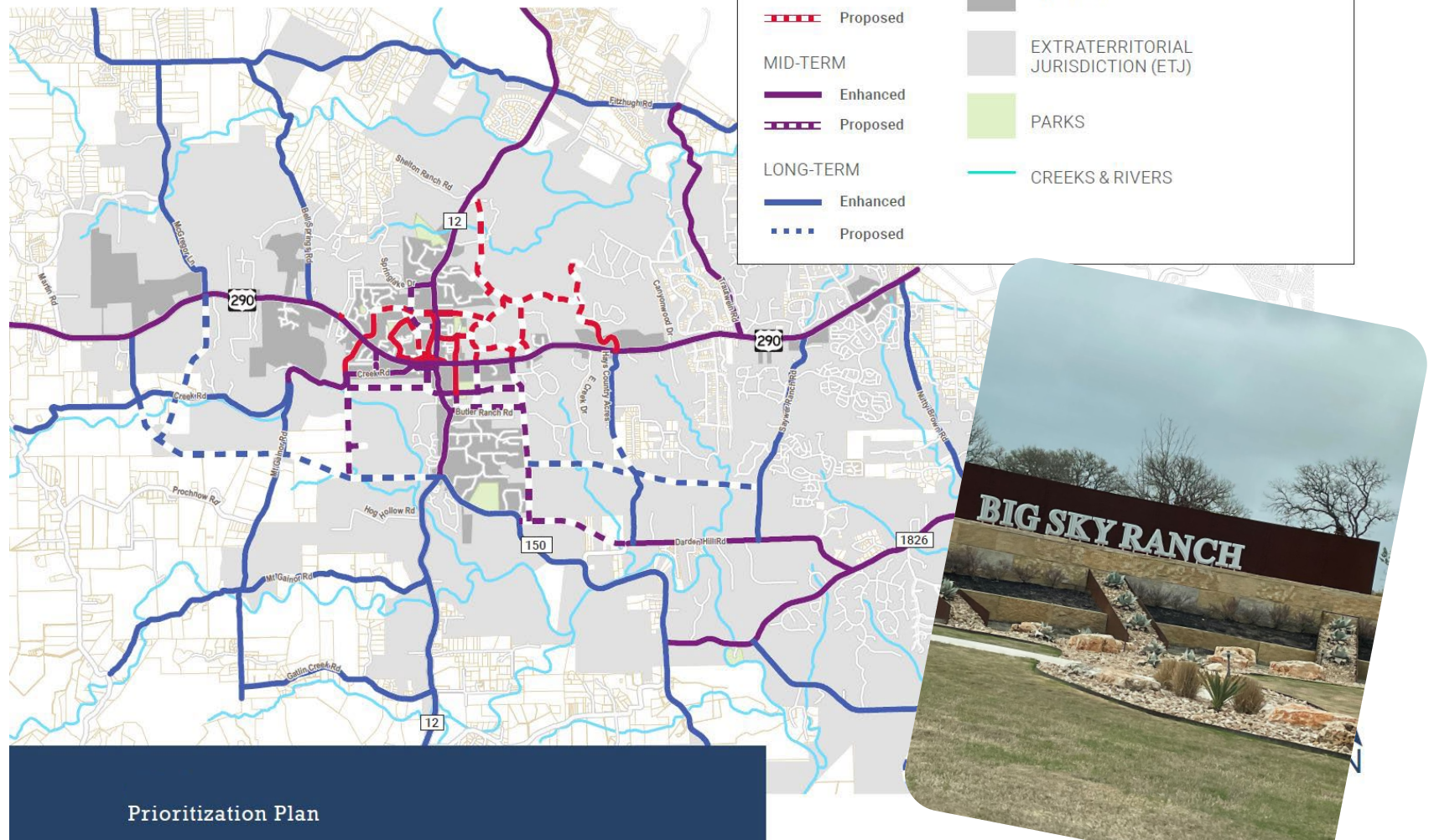
LEGEND

<p>SHARED-USE PATH</p> <ul style="list-style-type: none"> — Enhanced - - - Proposed 	<p>SIDEWALK WITH RAISED BICYCLE LANE</p> <ul style="list-style-type: none"> — Enhanced - - - Proposed 	<ul style="list-style-type: none"> CITY LIMITS EXTRATERRITORIAL JURISDICTION (ETJ) PARKS — CREEKS & RIVERS
<p>SIDEWALK</p> <ul style="list-style-type: none"> — Enhanced - - - Proposed 	<ul style="list-style-type: none"> — EXISTING SIDEWALKS — EXISTING TRAILS 	



Multimodal Plan

Short-Term Priorities



Planning & Development



DRIPPING SPRINGS
Texas

Coming Up...

- **Comprehensive Plan**
- **Code Rewrite**
- **Old Fitzhugh Rd. Improvement Project Phase I Engineering**
- **Landscape Ordinance**



DRIPPING SPRINGS
Texas

*Public
Works*

- Added 5 full time positions
- Took over operations of the City's water and wastewater infrastructure and facilities
- Prepared plans for the Rob Shelton sidewalk improvements
- Was awarded \$894,583.00 in grant funds from TxDOT for Mercer St. sidewalk improvements
- Accepted street, drainage, water, and wastewater improvements in multiple phases of 5 subdivisions
- Oversaw construction of additional parking facilities at Founders Memorial Park



Wastewater Permit Update

- TCEQ Granted the Permit on May 6, 2019
- An Austin opposition group appealed the granting of the Permit to the Travis County District Court
- Both the City and TCEQ appealed the District Court Decision
- Whichever party loses will likely appeal to the Supreme Court. The Supreme Court can decide which cases it takes





DRIPPING SPRINGS
Texas

Parks & Community Services

**Programs
&
Events**

First year of Coyote Kids Nature Camp Program and Tween Night Weekly Program at Dripping Springs Ranch Park

Swim Club Created at Founders Memorial Park Pool

Pooch Plunge and Float Flick held at Founders Memorial Park

Festival of Flight held at Charro Ranch Park

Haunted House Collaboration at Dripping Springs Ranch Park

Christmas on Mercer Drew Estimated 8,000 People with Event Expansion Including Community Movie Night Pre-Event



Planning Baseline Assessment Begun of Best Locations for Future Trailhead Access for Rathgeber Natural Resources Park

Dripping Springs Ranch Park Master Plan Update Completed

Park System Wayfinding Signage Plan Completed

International Dark Sky Community's Community-Friendly Sports Field Lighting Design Certification of Sports & Recreation Park Field Lighting Project



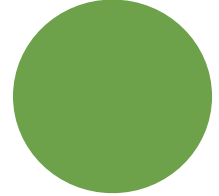
Future Rathgeber
Natural Resources Park

Improvements

Founders Memorial Park New Pool Sanitization and Heater System Installed, Pool Deck Expanded, Parking Lot Expanded

Sports & Recreation Park Basketball Court Refurbished

Chimney Swift Tower Installed at Dripping Springs Ranch Park





**Dripping Springs
Farmers Market
named best in
Texas for 4th year!**



DRIPPING SPRINGS
Texas

Other Exciting
Things!



DRIPPING SPRINGS
Texas

Brand Refresh!

Improving Our
Connection to
The Community



New Website!



New Digital Public
Information Request



**Keeping Our
Community
Safer**

Winter Storm Uri (Snowmagedon):

- Delivered 200 gallons of water to residents
- Opened a shelter at DSUMC
- Delivered 4 cords of wood to heat DSUMC
- Setup a water filling station at DSUMC

Vaccination clinics at DS Ranch Park

COVID testing at The Triangle and DS Ranch Park

Emergency fuel tanks installed at DS Ranch Park

Emergency generator installed at DS Ranch Park

Emergency Management Response Vehicle

Being Fiscally Responsible For our Citizens

For Fiscal Year 2021
(October 2020 – September 2021)

Total Sales Tax Received = \$3,701,300.50

- This is a 20.63% more than was received in FY 2020

Total Local Hotel Occupancy Tax Revenues Received = \$571,246.63

- This is a 54.85% more than was received in FY 2020

Local Hotel Occupancy Tax Grants Issued by the City:

- \$196,000.00 to Dripping Springs Visitor Bureau
- \$36,771.25 to Pound House

\$707,181.10 received in Coronavirus Local Fiscal Recovery Funds

\$107,053.43 received from CARES Act

Total Revenues = \$9,240,307.45

New Positions To Meet the Community's Needs...



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Texas

New Employees

- Utilities Superintendent
- Utility Operator 1
- Two Utility Operator 2 (1 position is open)
- Development Permit Coordinator (open)
- Residential Plans Examiner & Inspector (open)
- Full-time Programs & Aquatics Manager (formerly seasonal)
- Full-time Farmers Market Manager (formerly part-time)
- Two part-time Dripping Springs Ranch Park Customer Service Specialists (one position is open)

Everything done by 44 regular employees, 25 seasonal employees, the Mayor, City Council, and 100 volunteers serving on 11 Boards/Commissions/Committees.



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Texas

Join Us...

Boards, Commissions, and Committees: Volunteers Needed

- The City has multiple boards, commissions, and committees which assist the City Council in making decisions that are in the best interest of the community.
- The City is always taking applications for individuals who wish to serve the community.
- Interested parties can pick up an application at City Hall or on the City Website.



DRIPPING SPRINGS
Texas

Boards, Commissions, and Committees

- Board of Adjustment
- Dripping Springs Ranch Park Board of Directors
- Economic Development Committee
- Emergency Management Commission
- Farmers Market Committee
- Founders Day Commission
- Historic Preservation Commission
- Planning & Zoning Commission
- Parks & Recreation Commission
- Tax Increment Reinvestment Zone #1 and #2 Board
- Transportation Committee
- Utility Commission
- Tree Commission – Proposed to Come Soon!



DRIPPING SPRINGS Texas

Thank you!

Howard J. Koontz
Planning Director
hkoontz@cityofdrippingsprings.com
City Hall - 511 Mercer Street
512.858.4725
Cityofdrippingsprings.com



DRIPPING SPRINGS
Texas

**“Economic Development
Committee
Update”**

Dripping Springs TIRZ
Priority Projects

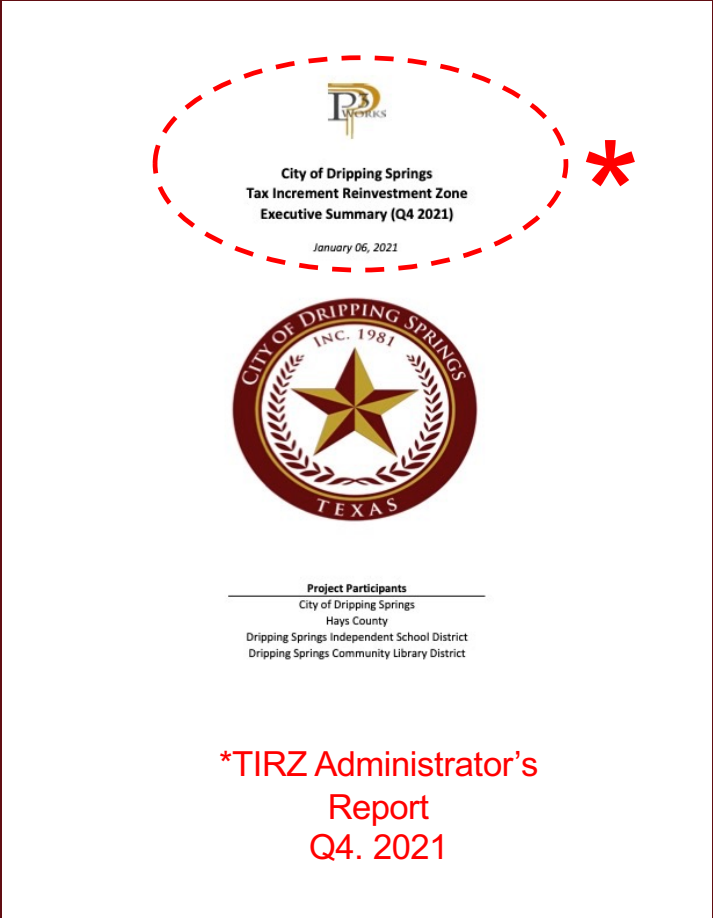
1/26/22 - KS

DS TIRZ – Economic Development Committee Update:

- Financial Health
- TIRZ Priority Projects- Update
- Economic Development Committee Roles:
Leadership / Support / Advocacy / Partnership

DS TIRZ – Financial Status:

- Financial Health = “Good”
- TIRZ / TIF Revenue: “Growing”
- Budget: “Self- Supporting”
Operations + Projects
- Stakeholder Reimbursements:
Initiated



TIRZ “Priority Projects” Overview

- The “Original Four” Priority Projects
- All Located: in TIRZ #1
- TIRZ #2 Contributions: “City-Wide Benefits”
- TIRZ Subcommittee: Priority Project Evaluation / Possible TIRZ Expansions

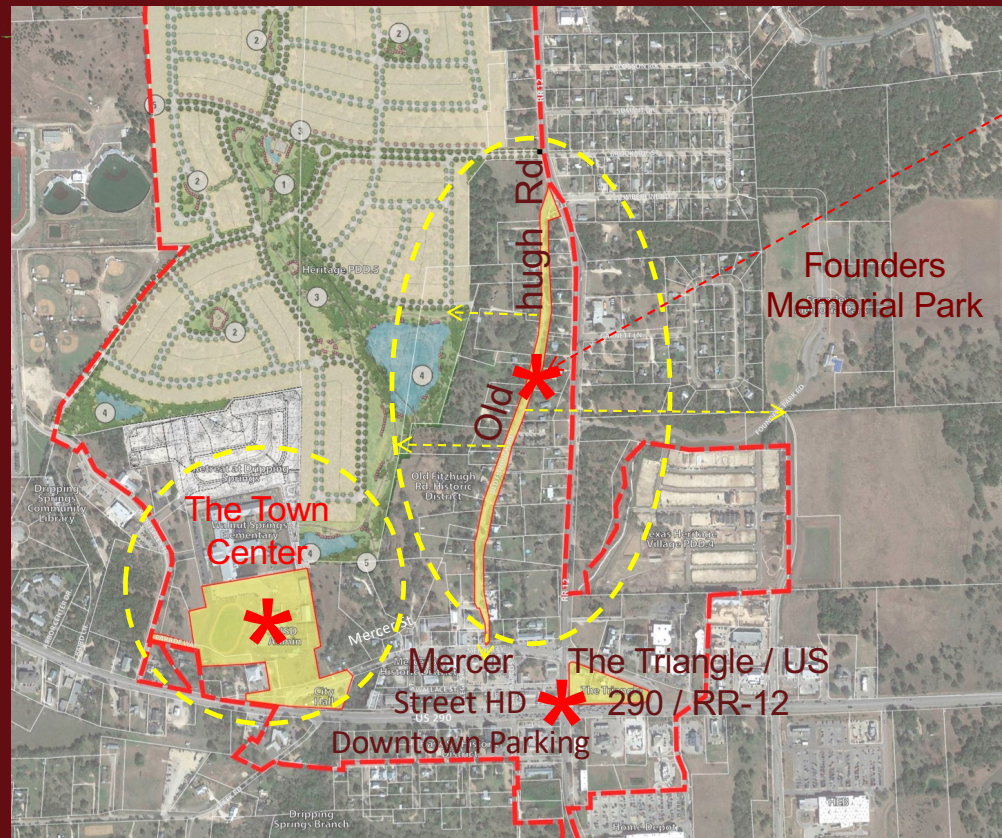


January 26, 2022

Dripping Springs TIRZ Update

TIRZ “Priority Projects” – The “Original Four”

- Town Center
- Old Fitzhugh Rd
- Downtown Parking
- The Triangle



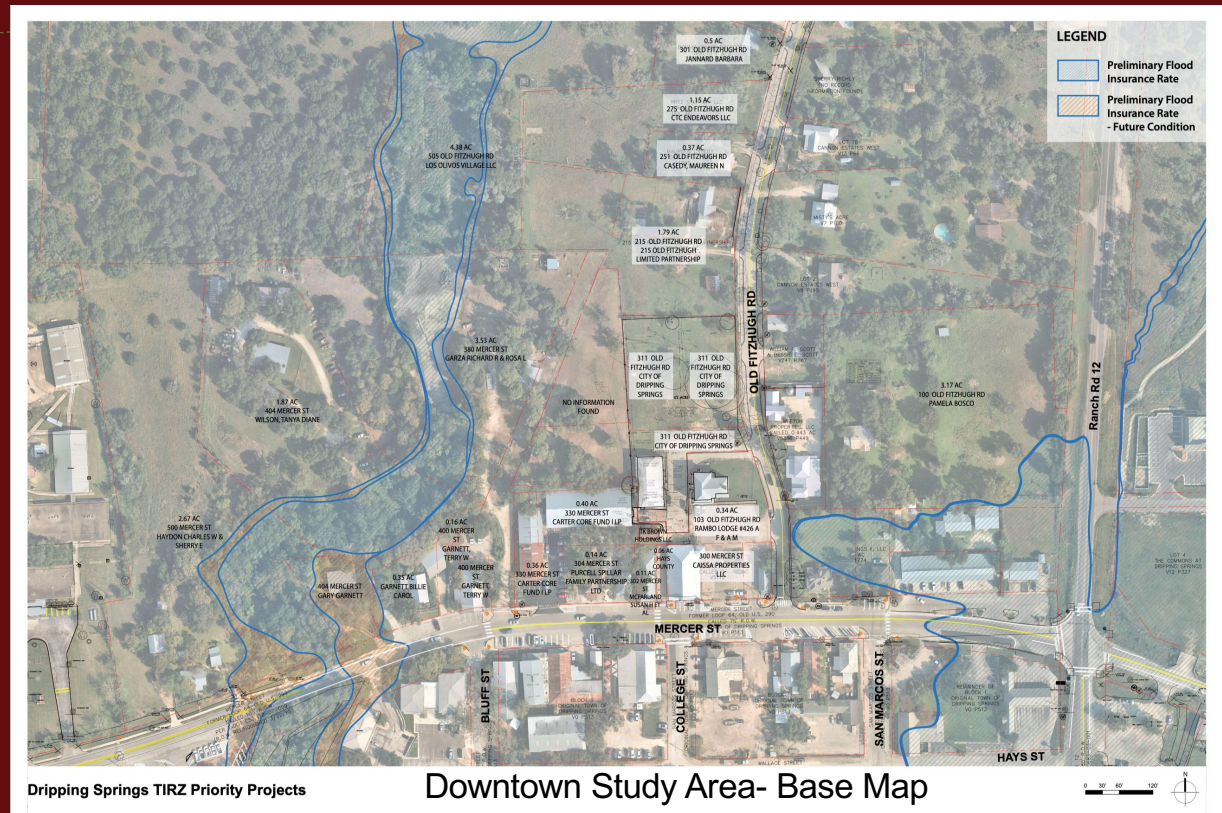
Old Fitzhugh Road

January 26, 2022

Dripping Springs TIRZ Update

Town Center: Project Status

- DSISD Property: Unavailable (4/21)
- City Pursuing ... Alternative Civic Sites
- Parks & Green Spaces ... will be integral to any Alternative Town Center Plan



January 26, 2022

Dropping Springs TIRZ Update

Town Center: Activities

- Alternative Sites: Civic Uses / Synergy / Feasible / Deliverable
- TIRZ Budget: Support Planning & Design / Feasibility Studies
- Public Parks, Greens, Central Open Spaces



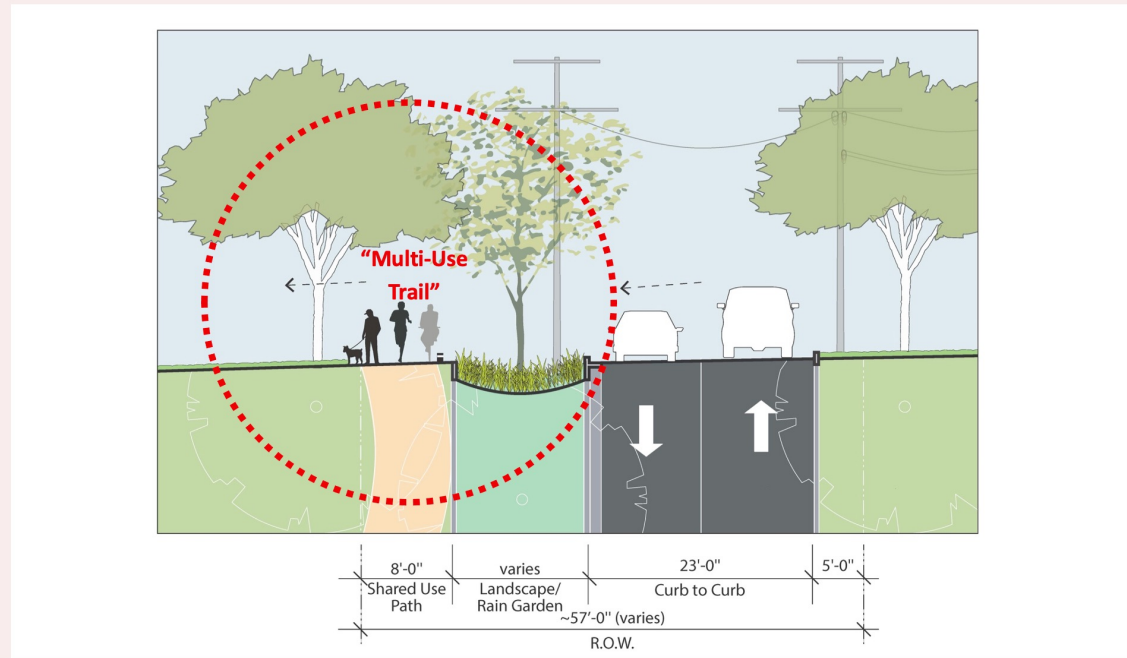
Town Center Square – Ground Level View

Old Fitzhugh Road:

- Engineering Plans, Specifications & Estimates: (Contract Execution > Underway)
- Hays County POSAC Funding: Multi-Use Trail (pending)
- Grant Applications: (Spring '22- non-trail portions)

Old Fitzhugh Road: Multi-Use Trail

Section A / Condition 2: Typical without Parking (Looking North)



6/19/2020

Dripping Spring TIRZ Priority Projects

17

January 26, 2022

Dripping Springs TIRZ Update

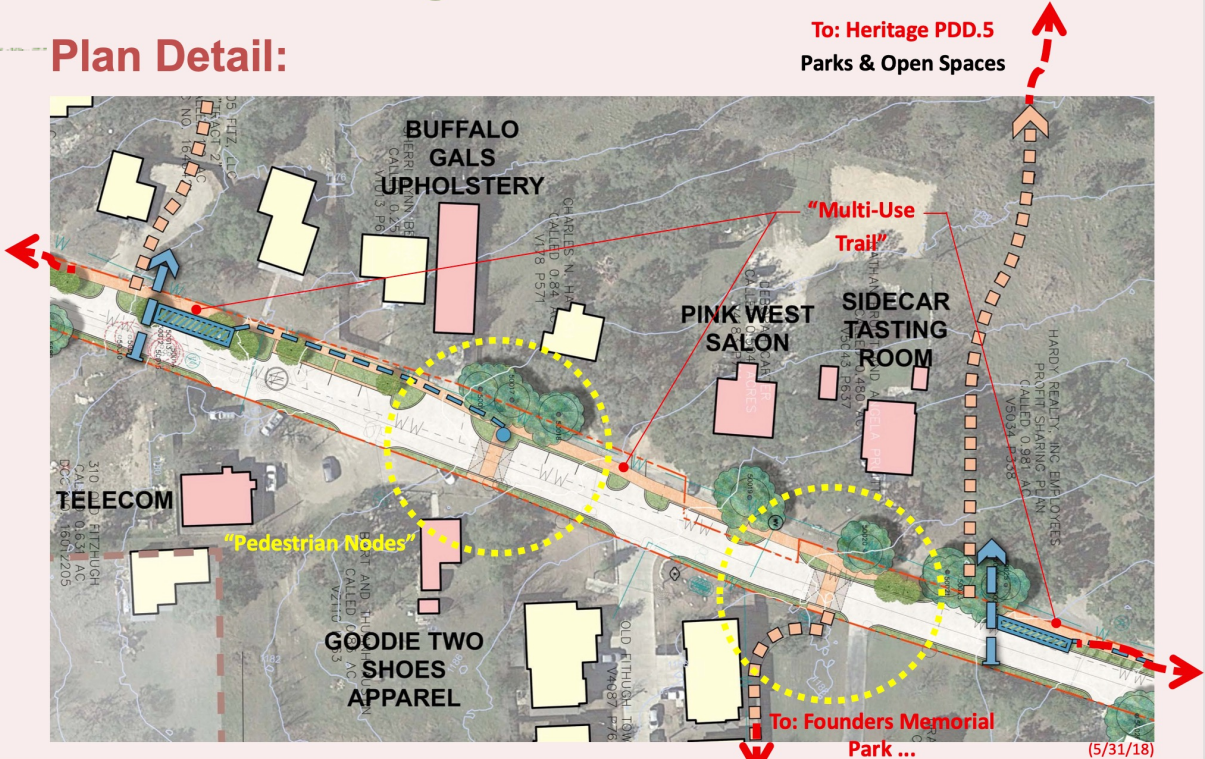
8

OFR Activities:

- Plans, Specifications & Estimates Phase: (Contract Execution)
- Current TIRZ Budget FY'22: \$175K
- Potential Funding: Grants, City, County (non-trail portions)

Old Fitzhugh Road: Multi-Use Trail

Plan Detail:



6/19/2020

Dripping Spring TIRZ Priority Projects

21

OFR Cost Estimates:

“Updated” Preliminary Estimates: 2018 > 2021

- Significant Increases- Total Probable Project Costs: **\$4.8M > \$6.2M**
- Causes: Annual Escalation (3 yrs) + Inflation Post-COVID
- Trail Portion Costs: **\$1.305M > \$2.115M**

Old Fitzhugh Rd.- Multi-Use Trail (Trail)- “Hays POSAC- Project Budget & Phasing:” 6/25/21- Hays County POSAC Update

- Land Acquisition- (ROW “Cleanup” @ 3 Parcels: 7,507 total sf- per Doucet Surveys & Exhibits)
- Project Planning & Design (Soft Costs- PSE / A&E fees)- advance the design & get “shovel ready”
- Trail, Lighting & Pedestrian Improvements (Trail Portions only)

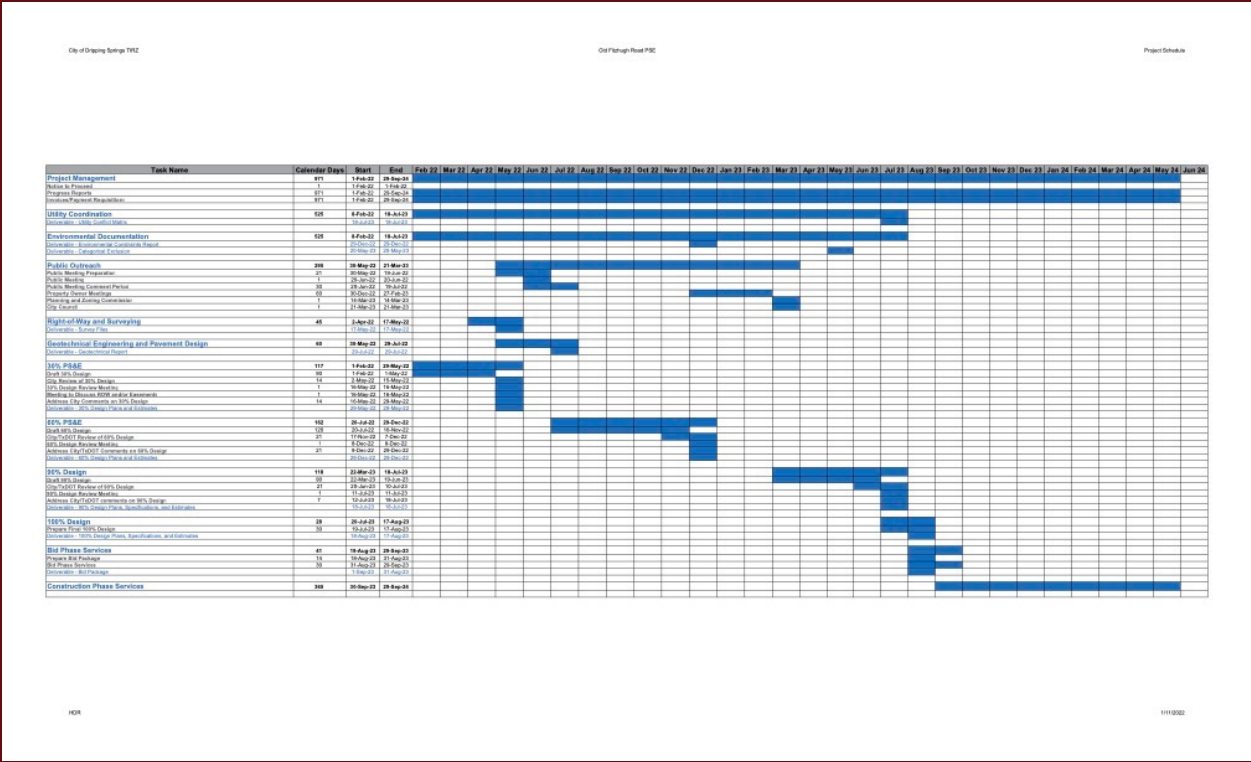
Hays POSAC Summary:

Phase	Cost Element	Conceptual Budget	Notes
1	Land Acquisition (3 ROW Parcels)	\$75,000	\$10/sf. X 7,507 total- ***budget allowance
2	Project Planning & Design (PSE's- A&E)	\$630,000	Full Service Fees- HDR Estimate: 2018*
3	Trail, Lighting & Pedestrian Improvements	\$1,410,000	HDR Estimate-2021* (Trail Portions only) See: HDR Cost Estimate Markup for “Trail Cost Apportionment” Notes...
Total:		\$2,115,000	Adjusted per 2021 Cost Estimate Update

OFR Project Schedule Update:

“Updated” Anticipated Project Timeline: 2021 > 2024

- Funding Procurements & ROW Acquisitions: 1/22 > 12/22
- Planning & Design (PSE’s): 2/22 > 8/23
- Project Construction: 9/23 > 6/24 Complete



Downtown Parking:

- Mercer St. Historic District Parking Ordinance (6/20)
- Stephenson Parking Lot-Concept Plan



Downtown Parking:

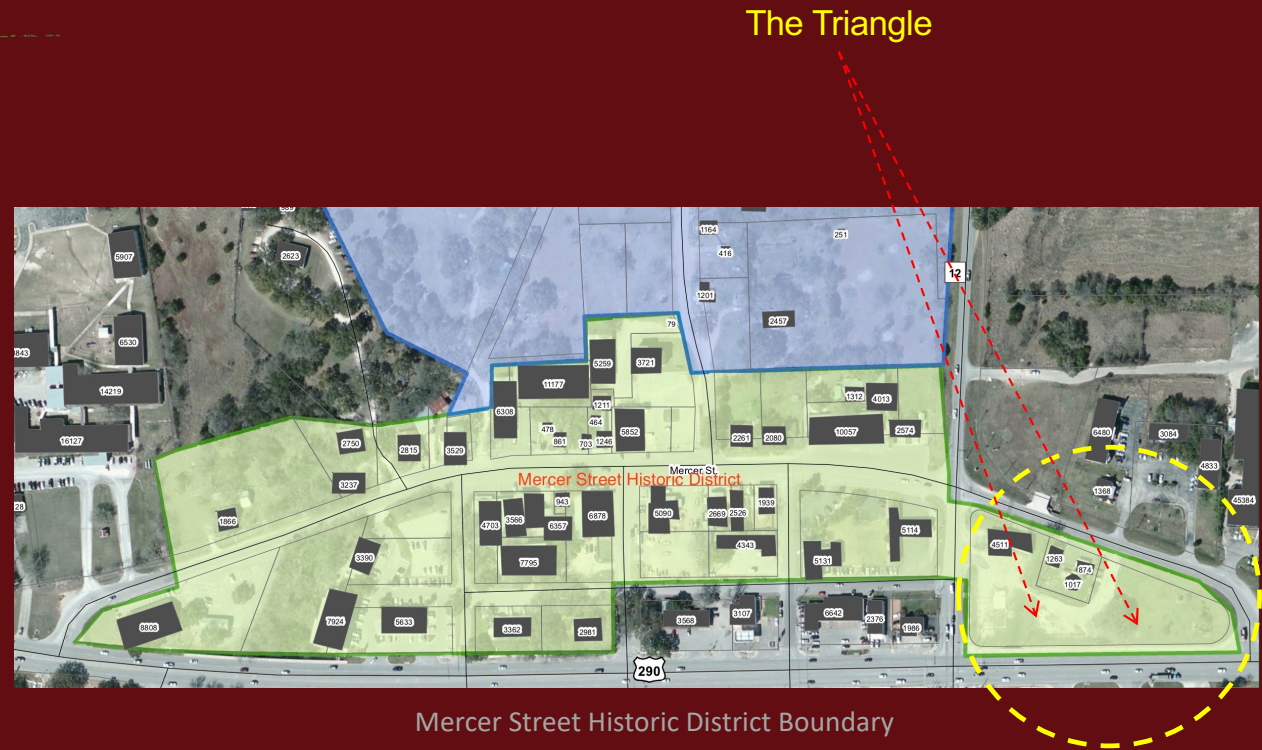
- Mercer St. Historic District Parking Ordinance:
- District Parking-Flexible Standards
- Variances Eliminated
- Fee-In-Lieu Program: Build Parking Lot



Mercer Street Historic District

The Triangle: Project Status

- TXDOT Issues (US 290 / RR12)
- FEMA Issues (Flood Plains)
- Project On Hold (pending)



January 26, 2022

Dripping Springs TIRZ Update

1
4

DS TIRZ / Year 2021 “Recap:”

- **TIRZ Financial Health-**
 - TIRZ Revenues “Up” & TIF “Growing”
 - Project Expenditures: “Down” due to pending status
 - “Self-Funding” Budget & Operations
- **Town Center-**
 - Alternative Site Identification (Ongoing)
 - Hays Co. POSAC Funding “Town Center Square” (pending)
 - Planning & Design Support (FY ‘22 Budget- pending)
- **Old Fitzhugh Road-**
 - Engineering Plans, Specifications & Estimates (PSA approved)
 - Hays Co. POSAC Funding “Multi-Use Trail” (pending)
 - Grant Applications (Spring ‘22)
- **Downtown Parking-**
 - Stephenson Parking Lot Planning (pending)
- **Triangle-**
 - TXDOT & FEMA Issues (pending)

January 26, 2022

Dripping Springs TIRZ Update

1
5

DS TIRZ – Eco D Roles: “Appreciation”

- **TIRZ Formation:** Vision & Creative Growth Management
- **TIRZ Board:** Leadership, Project Advocacy & Guidance
- **Stakeholders & Partners:** City of DS, Chamber of Commerce, DSISD, DS Community Library, Businesses, Property Owners, Citizens of DS
- **TIRZ Mission:** “Enabling Civic Infrastructure & Economic Development w/ Public Benefits for the Town and Community”



DRIPPING SPRINGS
Texas

**Thank You
!!!**

“Eco D- Update”

January 26, 2022

Dripping Springs TIRZ
Priority Projects



January 27, 2022

Dr. Mary Jane Hetrick, President and the Board of Trustees
Dripping Springs Independent School District
510 W. Mercer St.
Dripping Springs, TX 78620

Re: Wastewater Easement for South Regional Reclamation Project

Thank you for working on this with the City. The City seeks to procure a 15-foot wastewater easement across the eastern border of the DSISD Administration property at 510 W. Mercer Street. The City has worked with the DSISD facilities staff and the School District Attorney to find the optimal path for the wastewater line. The line will service the area north west of downtown and will be ideally located for future use by 510 W. Mercer St.

Please let us know if we can provide any additional information.

Respectfully,

Ginger Faught
Deputy City Administrator

Open spaces, friendly faces.

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

NON-EXCLUSIVE WASTEWATER EASEMENT

Date: *DRAFT*

Grantor: DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas

Grantor's Address: 510 W. Mercer Street
Dripping Springs, Hays County, Texas 78620

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

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

Property: A non-exclusive easement over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of a 0.277__ acre tract of land, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").^[A1]

Consideration: _____ and other good and valuable consideration^[A2]

GRANT OF NON-EXCLUSIVE EASEMENT:

Grantor, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto Grantee the 15 foot wide Non-Exclusive Easement in, upon, **over, under, along, through, and across the** Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege as necessary for the Grantee herein, its agents, employees and representatives of ingress and egress to and from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of a sanitary sewer line that will be approximately between 6' and 10' below the surface, which will be constructed and installed therein or thereon under the terms of this Easement.

The non-exclusive easement is made and accepted subject to any and all conditions, encumbrances and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effective, either apparent or shown of record in the public records of Hays County, Texas.

Except as otherwise noted, the non-exclusive easement, rights and privileges herein granted shall be perpetual; however, that said non-exclusive easement, rights and privileges shall cease and revert to Grantor in the event the said sanitary sewer main is abandoned, or shall cease to be used, for a period of two (2) consecutive years.

~~To the extent permitted by the laws and Constitution of the State of Texas, the Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights set forth in this non-exclusive easement, and further, t~~The Grantee shall immediately return Grantor's property to its original condition, including repair of any improvements to Grantor's property.^[A3]

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

Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement Area for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement Area, including the right to retain any structure or improvement currently within the Easement Area, and to further build and use the surface of the Easement Area for any other uses; provided Grantor shall not erect or construct on the Easement Area any additional building or other structure in or on the Easement Area.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, so long as the non-exclusive easement remains a public non-exclusive easement, available for Grantor's use, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to warrant and forever defend all and singular the above-described non-exclusive easement and rights and interest unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, except as stated herein, when the claim is by, through or under Grantor, but not otherwise.

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

providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

||[A4][A5][A6]

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

GRANTOR:

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

By: _____

Board President

STATE OF TEXAS

§

ACKNOWLEDGMENT

§

COUNTY OF HAYS

§

This instrument was acknowledged before me, the undersigned authority, this ___ day of _____, 20__, by _____, the President of the Board of Trustees of Dripping Springs Independent School District, an independent school district and political subdivision of the State of Texas, on behalf of said entity, as authorized by the Board of Trustees by action taken by Resolution during an open meeting on _____.

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary

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

DRAFT

EXHIBIT "A"
EASEMENT TRACT

**A METES AND BOUNDS
DESCRIPTION OF A
0.227 ACRE TRACT OF LAND**

BEING a 0.227 acre (9,868 square feet - 15 feet wide) tract of land situated in the Phillip Smith Survey, Abstract No. 415, Hays County, Texas; and being a portion of that certain 0.65 acre tract called Second Tract described in instrument to Trustees of Dripping Springs Independent School District, recorded in Volume 154, Page 354 of the Deed Records of Hays County, and a portion of that certain 11.000 acre tract of land described in instrument to Dripping Springs Independent School District, recorded in Volume 139, Page 625 of the Official Public Records of Hays County; and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found with plastic cap stamped "STAUDI" marking the northeast corner of said 0.65 acre tract, and southern-most southeast corner of that certain 18.21 acre tract of land called Lot 1 described in instrument to Brookfield Residential RDS, LLC, recorded in Volume 5231, Page 486 of the Official Public Records of Hays County, and a point on the westerly boundary line of that certain 3.58 acre tract of land described in instrument to Charles William Haydon, recorded in Document No. 06021037 of the Official Public Recorded of Hays County.

THENCE, South 80°13'59" West, 5.31 feet along the northwesterly boundary of the said 0.65 acre tract to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE, crossing said 0.65 acre tract the following four (4) courses and distances:

1. South 9°55'40" East, 25.76 feet to a point for corner;
2. South 32°17'56" East, 13.85 feet to a point for corner;
3. South 9°52'33" East, 492.13 feet along the northeasterly boundary line of said 0.65 acre tract and westerly boundary line of said 3.58 acre tract to a point for corner;
4. South 63°26'51" West, 53.97 feet along the westerly line of said 0.65 acre tract to a point for corner on the easterly boundary line of said 11.000 acre tract;

THENCE, crossing said 11.000 acre tract the following six (6) courses and distances:

1. South 9°52'30" East, 53.95 feet along the easterly boundary line of said 11.000 acre tract and westerly boundary line of said 3.58 acre tract to a point for corner;
2. South 62°41'57" West, 30.55 feet departing the easterly boundary line of 11.000 acre tract to a point for corner;
3. North 17°15'32" West, 15.23 feet along the easterly easement line of a 25' Sanitary Sewer Easement dedicated to City of Dripping Springs, Texas recorded in Volume 3415, Page 491 of the Official Public Records of Hays County;
4. North 62°41'57" East, 16.88 feet to a point for corner;
5. North 9°52'30" West, 54.10 feet to a point for corner;
6. North 63°26'51" East, 53.97 feet crossing said 11.000 acre tract and crossing said 0.65 acre tract to a point for corner;

THENCE, crossing said 0.65 acre tract the following three (3) courses and distances:

1. North 9°52'33" West, 477.99 feet to a point for corner;
2. North 32°17'56" West, 13.85 feet to a point for corner;
3. North 9°55'40" West, 28.77 feet to a point for corner;

THENCE, North 80°13'59" East, 15.00 feet along the northerly line of said 0.65 acre tract to the **POINT OF BEGINNING**, and containing 0.227 acres of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



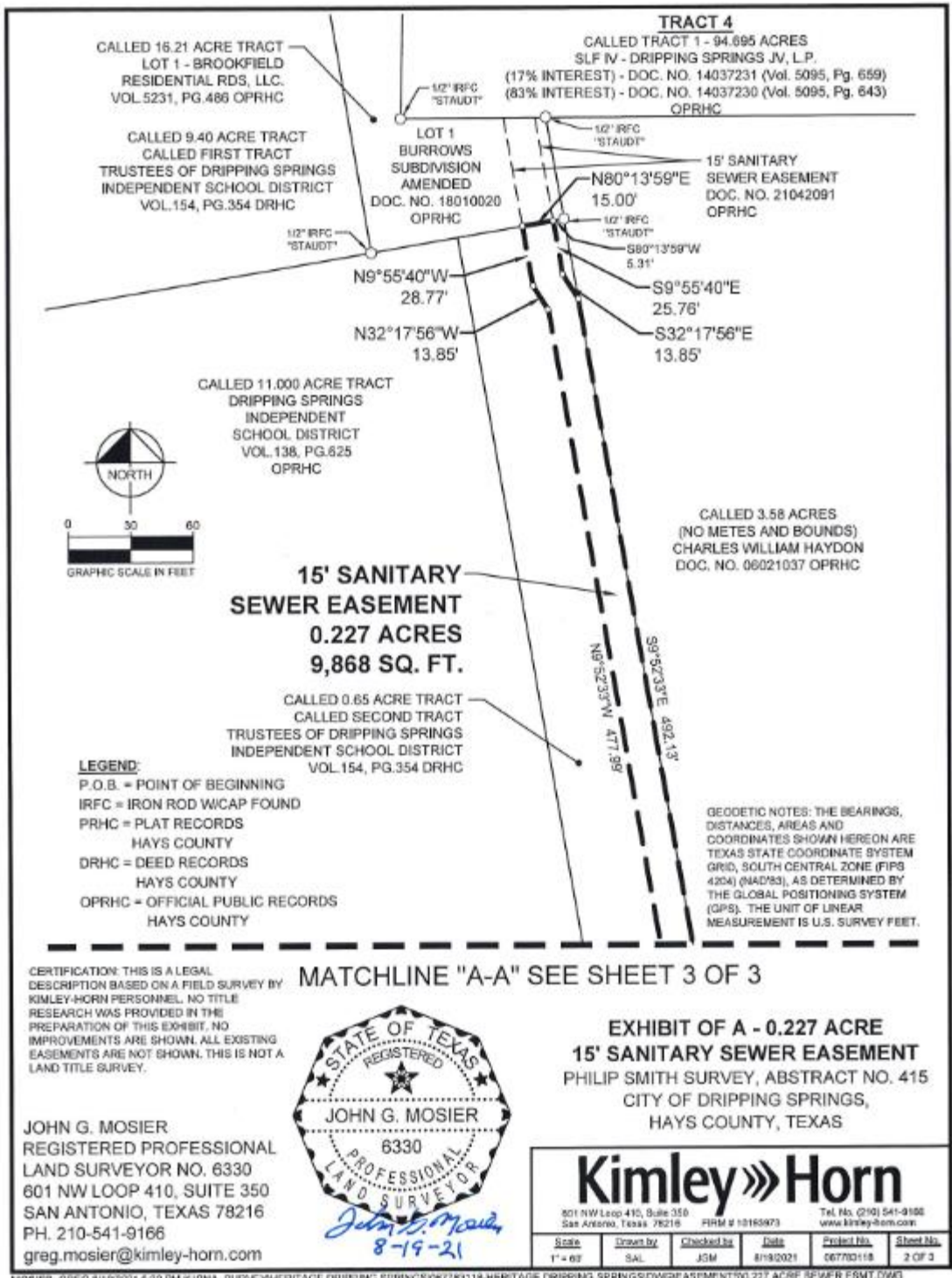
**EXHIBIT OF A - 0.227 ACRE
15' SANITARY SEWER EASEMENT
PHILIP SMITH SURVEY, ABSTRACT NO. 415
CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS**

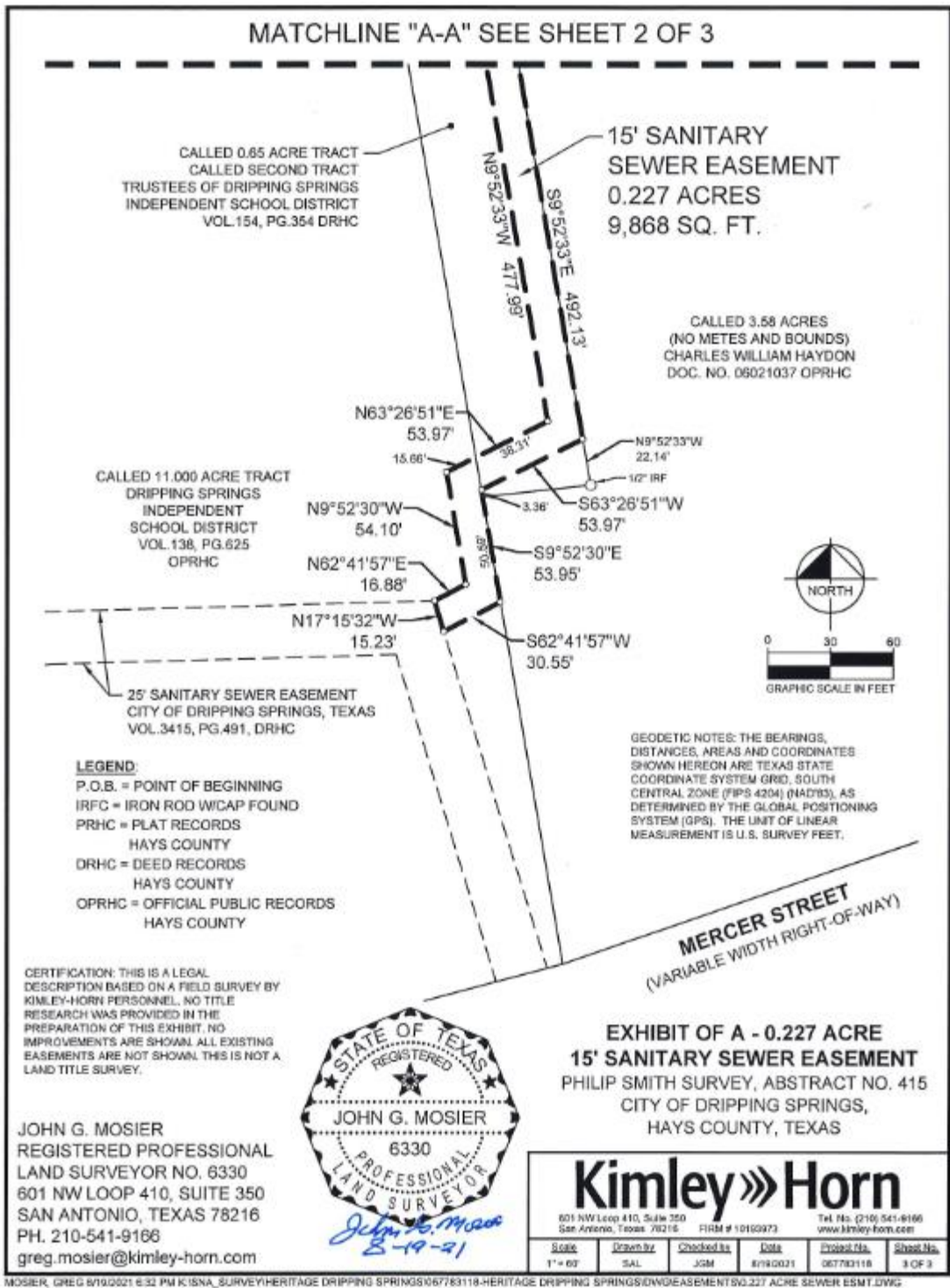
Kimley»Horn

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10192973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NONE	SAL	JCM	6/16/2021	007783115	1 OF 3

MOSIER, GREG 6/16/2021 6:32 PM K:\SNA_SURVEY\HERITAGE DRIPPING SPRINGS\067783115-HERITAGE DRIPPING SPRINGS\DWG\EASEMENT\0.227 ACRE SEWER ESMT.DWG







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

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: February 15, 2022

Agenda Item Wording: **Discuss and consider the Appointment of an Interim Utility Commission Chair to serve until a replacement can be appointed.**

Agenda Item Requestor: Ginger Faught, Deputy City Administrator

Summary/Background: The Utility Commission is a five-member advisory commission tasked with representing various citizen groups and their interests as part of the City Council's greater discussion of transportation, planning, and improvements. The Utility Commission shall assist the City in Wastewater Plant operations and reuse plans (including expansion), achieving the City's goal of 100% beneficial use and assisting the City with procedures and policies related to retail water services provided by the City.

On December 3, 2022, appointed Chair Chuck Miller resigned from the Commission. Since Mr. Miller's resignation, the Utility Commission has not held a meeting; however, should they hold a meeting Vice Chair Roger Kew will preside over the meeting.

Per City Code Section 2.04.285(C)(3), the city council shall appoint a chair among the members and the chair shall serve a term concurrent with the member's two-year term.

Current Utility Commission Membership

<i>Commission Member</i>	<i>Seat</i>	<i>Term</i>
Roger Kew, Vice Chair	HTGCD Representative	06/0/23
Charlies Busbey	At-Large	06/30/22
Lara Dudek	At-Large	06/30/23
Jeff Foreman	HTGCD Representative	06/30/22
Matthew Ordway	At-Large	06/30/23

Recommended Council Actions:

Appointment of the Chair is at the pleasure of the City Council.

Attachments:

Applications for appointment for all Commissioners.

Next Steps/Schedule:

1. Inform Commission of Council decision
2. Update website roster
3. Update master roster