



CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, April 13, 2021 at 6:00 PM

VIDEOCONFERENCE MEETING

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

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

AGENDA

AMENDED AGENDA

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/89292252423?pwd=L2ZDeC92U09sWE1zcIFKZFd5VjE0dz09>

Meeting ID: 892 9225 2423

Passcode: 330230

Dial Toll Free:

888 475 4499 US Toll-free

877 853 5257 US Toll-free

Find your local number: <https://us02web.zoom.us/j/kcRiwB1bTi>

Join by Skype for Business: <https://us02web.zoom.us/skype/89292252423>

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
Finance Director Shawn Cox
City Secretary Andrea Cunningham
Communications Director Lisa Sullivan
Senior Planner Amanda Padilla
Parks & Community Services Director Kelly Schmidt

WORKSHOP

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

- 1. Presentation of Concept Plan for Cannon (Pulte Homes).**
- 2. Presentation and discussion regarding the City of Dripping Springs Branding. *Lisa Sullivan, Communications Director***

CITY COUNCIL REGULAR MEETING

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

PROCLAMATIONS & PRESENTATIONS

- 3. Approval of a Proclamation recognizing the contributions of Carl and Susie Waits to the Dripping Springs Adult Softball League Program and Declaring April 13, 2021 as "Carl & Susie Waits Day" in the City of Dripping Springs."**
- 4. Approval of a Proclamation proclaiming April 2021 as "Child Abuse Prevention Month" in the City of Dripping Springs. *Sponsor: Council Member King***
- 5. Approval of a Proclamation proclaiming April 2021 as "Sexual Assault Awareness and Prevention Month" in the City of Dripping Springs. *Sponsor: Council Member King***

CONSENT AGENDA

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

- 6. Approval of the March 9, 2021 City Council & Board of Adjustment regular meeting minutes, and the March 16, 2021 City Council regular meeting minutes.**
- 7. Approval of the March 2021 City Treasurer's Report.**
- 8. Approval of a Professional Services Agreement between the City of Dripping Springs and Oldner Lighting for Lighting Consultant Services.**
- 9. Approval of an Agreement between the City of Dripping Springs, Driftwood DLC Austin II, LLC and Driftwood Conservation District for the Creation and Operation of Driftwood Conservation District.**
- 10. Approval of a Use Agreement between the City of Dripping Springs and Dripping Springs Adult Softball Association for use of the softball fields located at Dripping Springs Sports and Recreation Park.**

BUSINESS AGENDA

- 11. Discuss and consider approval of an Annexation Application and direction to staff to negotiate an Annexation Agreement with Owners to annex approximately 78.021 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey, Abstract No. 222, located at 2901 W US Highway 290, Dripping Springs, Texas 78620.**
- 12. Discuss and consider approval of Amended Lease Agreement for use of the Veterans Memorial Park by the Veterans of Foreign Wars and American Legion.**
- 13. Discuss and consider the selection of up to two (2) candidates for the Dripping Springs Water Supply Corporation Board of Directors 2021 Election, and authorization for the City Secretary to submit the ballot.**
- 14. Discuss and consider approval of an Ordinance Amending the City of Dripping Springs Fee Schedule to Include After Hours Inspection Fees.**

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.

- 15. Unified Development Code Update Monthly Report**
Amanda Padilla, Senior Planner
- 16. Maintenance Director's Monthly Report**
Craig Rice, Maintenance Director
- 17. Economic Development Committee Monthly Report**
Kim Fernea, EDC Chair
- 18. Transportation Committee Monthly Report**
Jim Martin, Interim Chair
- 19. PCS Director's Report - February & March 2021**
Kelly Schmidt, Parks & Community Services Director

EXECUTIVE SESSION AGENDA

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

- 20. Consultation with City Attorney related to legal issues on revisions to the City of Dripping Springs Personnel Manual.** *Consultation with City Attorney, 551.071*
- 21. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
- 22. Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
- 23. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses, real property in the Triangle and Veterans Memorial Park, and real property related to Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

UPCOMING MEETINGS

City Council Meetings

April 20, 2021 at 6:00 p.m.
May 11, 2021 at 6:00 p.m.
May 18, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

April 14, 2021 Utility Commission at 4:00 p.m.
April 15, 2021 Farmers Market Board at 10:00 a.m.

April 15, 2021 Emergency Management Commission at 12:00 p.m.

April 15, 2021 Historic Preservation Commission (Special) at 2:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

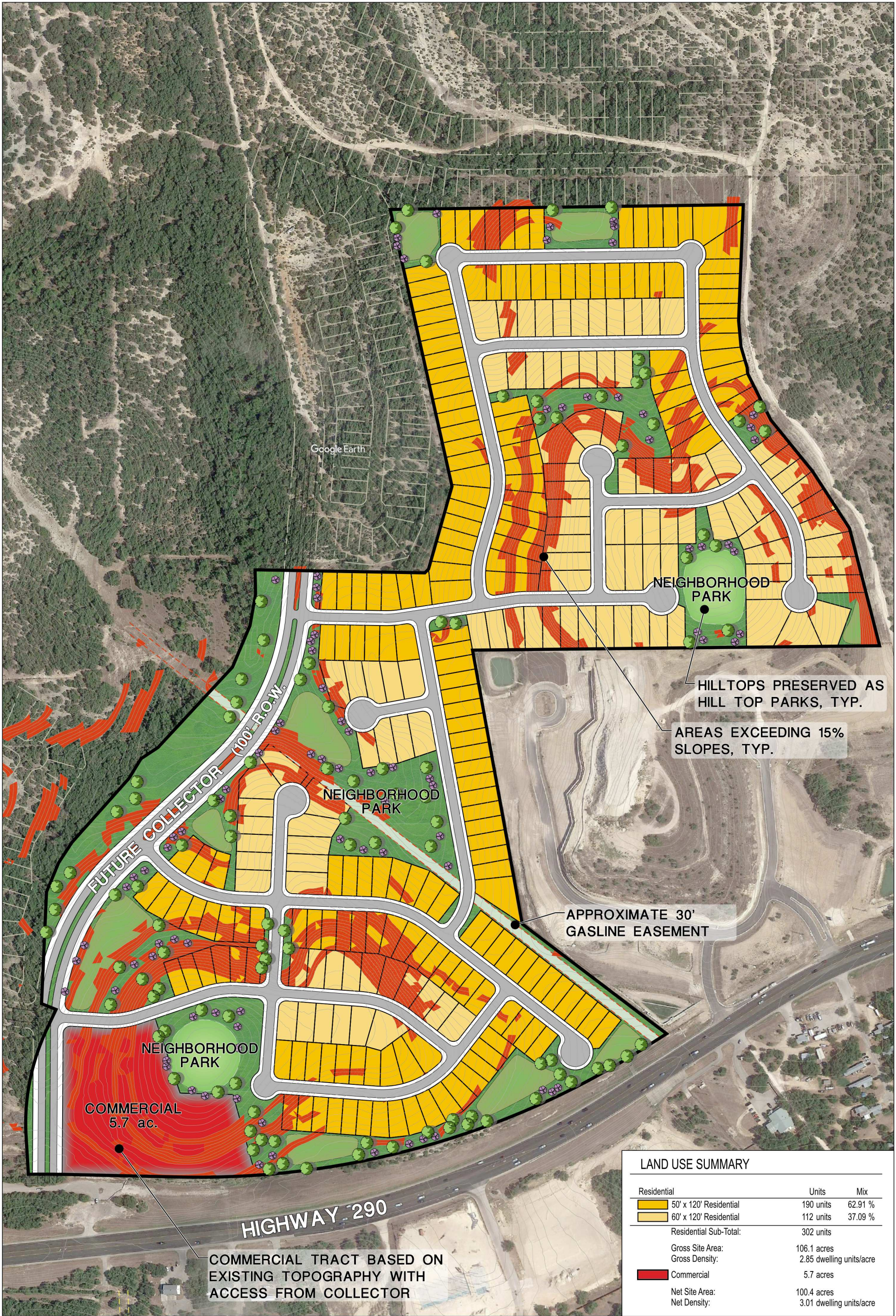
All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City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

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **April 9, 2021 at 2:30 p.m.***

City Secretary

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



LAND USE SUMMARY		
Residential	Units	Mix
50' x 120' Residential	190 units	62.91 %
60' x 120' Residential	112 units	37.09 %
Residential Sub-Total:	302 units	
Gross Site Area:	106.1 acres	
Gross Density:	2.85 dwelling units/acre	
Commercial	5.7 acres	
Net Site Area:	100.4 acres	
Net Density:	3.01 dwelling units/acre	



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING APRIL 13, 2021 AS**

“Carl & Susie Waits Day”

- WHEREAS,** Carl Waits formed the Dripping Springs Adult Softball League in 1975 and has been in charge of it for forty-six years with the support and help of his wife Susie; and
- WHEREAS,** the inaugural year there were eight men's teams with 126 players playing on Tuesday and Thursday nights; and
- WHEREAS,** the next year, Carl formed a Monday night women's league with four teams and over 50 players; and
- WHEREAS,** in 1984, Carl added a summer men's league that played on Tuesdays and Thursdays; and
- WHEREAS,** when the teams increased, Monday night was added to the schedule and since then, the league has played on Mondays, Tuesdays, and Thursdays, from March through August; and
- WHEREAS,** over the last forty-six years, Carl and Susie have enabled 2,568 men to play in the spring league and 2,472 to play in the summer league, and 1,404 women to play in the spring league; and
- WHEREAS,** Carl always ensured a place for the leagues to play, including the high school baseball field, the high school softball field, and a Dripping Springs Youth Sports Association field; and
- WHEREAS,** the city was given Karhan Park and from 2000 to 2003 built two adult softball fields there with Carl's guidance, and Carl maintained the fields and improved the park; and
- WHEREAS,** in 2009, the City conveyed Karhan Park to the Dripping Springs Independent School District and the city and district built two adult softball fields at the Dripping Springs Sports & Recreation Park; and
- WHEREAS,** since 2010 Carl worked tirelessly to improve and maintain the fields, making them an ideal place for the Adult Softball League Program to prosper; and
- WHEREAS,** Susie maintained meticulous and extensive records for the league and was the league's scorekeeper for the last forty-six years; and
- WHEREAS,** Carl and Susie always made sure there were umpires and scorekeepers for the games, and reported the stats to the local paper; and
- WHEREAS,** Carl and Susie have missed only two nights of attending league play; and
- WHEREAS,** Carl and Susie brought many people together through the Adult Softball League Program and are responsible for many enduring friendships.

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

1. April 13, 2021 shall hereafter be known as “Carl & Susie Waits Day” in Dripping Springs, Hays County, Texas.
2. The City Council calls upon all residents of Dripping Springs to express appreciation to Carl and Susie Waits for their contributions to the Dripping Springs Adult Softball League Program and for their impact to their community.

Bill Foulds, Jr., Mayor



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING APRIL 2021 AS**

“Child Abuse Prevention Month”

WHEREAS, in Federal Fiscal Year 2019, 4.4 million reports were made to child protective services; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of the City of Dripping Springs; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

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

1. April 2021 shall be recognized as “Child Abuse Prevention Month”.
2. The City Council calls upon the citizens of Dripping Springs to work together to raise awareness and prevent child abuse in our community and beyond.

Bill Foulds, Jr., Mayor



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING APRIL 2021 AS**

“Sexual Assault Awareness and Prevention Month”

WHEREAS, 6.3 million Texans have experienced some form of sexual assault in their lifetime and

WHEREAS, 2 in 5 women and 1 in 5 men in Texas have been sexually assaulted in their lifetime affecting all races, ages, genders and economic situations; and

WHEREAS, the Hays-Caldwell Women’s Center provided direct services to 693 adult victims of sexual assault in Hays and Caldwell Counties last year; and

WHEREAS, the City of Dripping Springs is intolerant of sexual violence in any form and recognizes that education and awareness may prevent sexual assault; and

WHEREAS, efforts to reduce sexual assault can only be successful through citizen involvement, and the safety of the citizens of the City of Dripping Springs depends upon our actions to end sexual assault.

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

1. April 2021 shall be recognized as “Sexual Assault Awareness and Prevention Month” in the City of Dripping Springs.
2. The City Council calls upon the citizens of Dripping Springs to work together to raise awareness and prevent sexual assault in our community and beyond.

Bill Foulds, Jr., Mayor



CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, March 09, 2021 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/84222447193?pwd=RDZVQWRHd0s0RHdzWDJRdHNrN0F3dz09>

Meeting ID: 842 2244 7193

Passcode: 639422

Dial Toll Free:

888 475 4499 US Toll-free

877 853 5257 US Toll-free

Find your local number: <https://us02web.zoom.us/j/84222447193>

Join by Skype for Business: <https://us02web.zoom.us/skype/84222447193>

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

City Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Treasurer Gina Gillis

Finance Director Shawn Cox

City Secretary Andrea Cunningham

Communications Director Lisa Sullivan

Parks & Community Services Director Kelly Schmidt

Senior Planner Amanda Padilla

IT Coordinator Misty Dean

City Engineer Chad Gilpin

Planning Consultant Robyn Miga
 Architectural Consultant/TIRZ Project Manager Keenan Smith
 Economic Development Committee Chair Kim Fernea
 Historic Preservation Commission Chair Bruce Lewis
 Farmers Market Association Board Chair Gouri Johannsen
 Planning & Zoning Commission Members: Chair Mim James, Vice Chair James Martin, Christian Bourguignon, and John McIntosh

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

WORKSHOP

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

1. **Discussion of Proposed Concept Plan for the Anarene Amended Development Agreement located East of RR 12 and North of 290.** *Sponsor: Mayor Foulds, Jr.*

Seth Mearig, PE, BGE Managing Director, Land Development gave a presentation which is on file.

2. **Discussion of Proposed Concept Plan for the Hardy Tract, west of the Bunker Ranch Subdivision.** *Sponsor: Mayor Foulds, Jr.*

Philip Southwick, Architect representing L.M. Holder III, FAIA and Brian Estes, representing Civil & Environmental Consultants, Inc. gave a presentation which is on file.

3. **Discussion of Proposed Concept Plan for a tract located south of the intersection of Roger Hanks Parkway and US Highway 290.** *Sponsor: Mayor Foulds, Jr.*

Rex Baker and Kim Fernea introduced the item.

Kyle Lovelady representing NewGrowth Living gave a presentation which is on file.

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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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.

Vicky Lewis spoke in opposition to the approved Certificate of Appropriateness issued to Acopon Brewing for a Mobile Food Trailer.

PROCLAMATIONS & PRESENTATIONS

4. **Approval of a Proclamation proclaiming March 21, 2021 as "Down Syndrome Association of Central Texas Day" in the City of Dripping Springs.** *Sponsor: Council Member King*

Council Member King read and presented the proclamation to Jennifer Edwards, Executive Director of Down Syndrome Association of Central Texas.

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 February 9, 2021 City Council & Board of Adjustment regular meeting minutes and the February 16, 2021 City Council regular meeting minutes.**
6. **Approval of the February 2021 City Treasurer's Report.**
7. **Approval of an Amendment to the Hotel Occupancy Tax Grant Program Funding Agreement between the City of Dripping Springs and the Dr. Pound Historical Farmstead.** *Sponsor: Mayor Pro Tem Manassian*
8. **Approval of a Resolution supporting legislation related to the Driftwood Conservation District.** *Sponsor: Mayor Foulds, Jr.*

Filed as Resolution No. 2021-R07

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 5 – 8, with minutes as amended. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

BOARD OF ADJUSTMENT

CALL TO ORDER AND ROLL CALL

Board Members present were:

Bill Foulds, Jr., Chair
 Taline Manassian
 Wade King
 April Harris Allison
 Travis Crow
 Charlie Busbey

BOARD OF ADJUSTMENT AGENDA

9. **Public hearing and consideration of possible action regarding VAR2021-0001: an application for a Special Exception to Chapter 30 Exhibit A Sec 5.6 (24) Parking based on use for a health club, health spa, or exercise club, which requires 1 space per 150 sq. ft. The property is located at 391 Sportsplex Drive, Suite A and B, Dripping Springs, TX (R113761). Applicant: Kevin Garrett, Swift Sessions**

a) Presentation

Applicant Kevin Garrett presented the item.

b) Staff Report

Robyn Miga presented the staff report which is on file. Staff recommends approval of the special exception.

c) Planning and Zoning Commission Report

Chair James: Commission recommended approval 6 to 0.

d) Public Hearing

Bob Wilson spoke in support of the special exception.

e) Special Exception

A motion was made by Mayor Pro Tem Manassian to approve VAR2021-0001: an application for a Special Exception to Chapter 30 Exhibit A Sec 5.6 (24) Parking based on use for a health club, health spa, or exercise club, which requires 1 space per 150 sq. ft., and located at 391 Sportsplex Drive, Suite A and B, Dripping Springs, TX (R113761). Council Member Crow seconded the motion which carried unanimously 6 to 0.

CITY COUNCIL

BUSINESS AGENDA

10. **Public hearing and consideration of possible action of an Annexation Ordinance and Service Agreement (ANNEX2021-0001), and an Ordinance for zoning amendment from AG, Agricultural to Single-Family Residential District – Moderate Density (SF-2) for an**

approximately 18.250 acre tract of land situated in the Benjamin F. Hanna Survey, No. 28, Abstract No. 222. This property is located at 2004 Creek Road, Dripping Springs, Texas. (R143390). *Applicant: Brian Estes, PE/ Cristina Cordoba, Civil and Environmental Consultants Inc.*

a) Presentation – No presentation was given.

b) Staff Report

Robyn Miga presented the staff report which is on file. Staff recommends approval of the annexation ordinance, service agreement and zoning amendment ordinance.

c) Planning and Zoning Commission Report

Chair James: Commission considered zoning amendment only and recommended approval 6 to 0.

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

e) Annexation Ordinance, Annexation Service Agreement, and Zoning Amendment

A motion was made by Mayor Pro Tem Manassian to approve an Annexation Ordinance and Service Agreement (ANNEX2021-0001), and an Ordinance for zoning amendment from AG, Agricultural to Single-Family Residential District – Moderate Density (SF-2) for an approximately 18.250 acre tract of land situated in the Benjamin F. Hanna Survey, No. 28, Abstract No. 222, and located at 2004 Creek Road, Dripping Springs, Texas. (R143390). Council Member King seconded the motion which carried unanimously 4 to 0.

Annexation Ordinance Filed as Ordinance No. 2021-10

Zoning Amendment Ordinance Filed as Ordinance No. 2021-11

- 11. Public hearing and consideration of possible action regarding an Ordinance for CUP2020-0011: an application to consider a conditional use permit to allow for a Mobile Food Vendor at the property located at 211 Mercer Street, Dripping Springs, Texas 78620 within the Mercer Street Historic District.** *Applicant: John McIntosh*

a) Presentation

Applicant John McIntosh presented the item.

b) Staff Report

Amanda Padilla presented the staff report which is on file. Staff recommends approval of the conditional use permit.

c) Planning and Zoning Commission Report

Chair James: Commission recommended approval 4 to 1 to 1, with Commissioner Newman opposed and Commissioner McIntosh recused.

d) Public Hearing

Pam Owens and Jerome Bollom spoke in support of the conditional use permit.

Vicky Lewis, Victoria Chips and Bruce Lewis spoke in opposition of the conditional use permit.

e) Conditional Use Permit Ordinance

A motion was made by Council Member King to approve an Ordinance for CUP2020-0011: an application to consider a conditional use permit to allow for a Mobile Food Vendor at the property located at 211 Mercer Street, Dripping Springs, Texas 78620 within the Mercer Street Historic District. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2021-12

- 12. Discuss and consider approval of an Eagle Scout Project to donate the Design, Funding, Construction/Installation of Veterans Memorial Park arches replacement. Sponsor: Council Member King**

JJ Guerrero gave a presentation which is on file.

A motion was made by Council Member Harris-Allison for approval to proceed for an Eagle Scout Project to donate the Design, Funding, Construction/Installation of Veterans Memorial Park arches replacement. Council Member Crow seconded the motion which carried unanimously 4 to 0.

- 13. Discuss and consider approval of the Creation of a Part-time Farmers Market Assistant/Specialist Position. Sponsor: Mayor Pro Tem Manassian**

Gouri Johannsen introduced the item and Kelly Schmidt presented the staff report which is on file.

A motion was made by Council Member Harris-Allison to approve the creation of a Part-time Farmers Market Assistant/Specialist Position for ten (10) hours per week. Council Member King seconded the motion which carried unanimously 4 to 0.

- 14. Discuss and consider approval of an Ordinance Amending the Farmers Market Budget related to the part-time Farmers Market Specialist position and Camp Expenses related to Coyote Kids Camp. Sponsor: Mayor Pro Tem Manassian**

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance Amending the Farmers Market Budget related to the part-time Farmers Market Specialist position and Camp

Expenses related to Coyote Kids Camp. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2021-13

15. Discuss and consider support of legislation that would assist cities with using state funding for nature-based infrastructure. Sponsor: Mayor Foulds, Jr.

a) Presentation

Anna Farrell-Sherman, Clean Water Associate with Environment Texas gave a presentation which is on file.

b) Support of Legislation

A motion was made by Mayor Pro Tem Manassian to approve support of legislation that would assist cities with using state funding for nature-based infrastructure. Council Member Harris-Allison 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.

Reports are on file and available for review upon request.

16. City Attorney Report

Laura Mueller, City Attorney

17. Maintenance Director's Monthly Report

Craig Rice, Maintenance Director

18. Transportation Committee Monthly Report

Jim Martin, Interim Vice 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, 551.072, Deliberation of Real Property and 551.074, Personnel Matters and regarding Executive Session Agenda Items 19 – 23. 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.

19. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses, real property in the Triangle and Veterans Memorial Park, and real property related to Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
20. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
21. **Consultation with City Attorney on legal matters related to employment and deliberation regarding Personnel Matters related to the appointment, employment, evaluation, reassignment, duties, and discipline related to the building permit technician and code enforcement inspector.** *551.071 Consultation with Attorney; 551.074 Deliberation regarding Personnel Matters*
22. **Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
23. **Consultation with City Attorney regarding legal issues related to the Development Agreements, Municipal Utility Districts, Concept Plans, and Density of Development on current or proposed projects.** *Consultation with Attorney, 551.071*

The City Council met in Executive Session from 9:17 p.m. – 10:53 p.m. No vote or action was taken during Executive Session.

Mayor Foulds, Jr. returned the meeting to Open Session at 10:53 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to pull Executive Session Agenda Items 19 and 21 into Open Session for consideration and possible action. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

19. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses, real property in the Triangle and Veterans Memorial Park, and real property related to Roger Hanks Parkway.**

A motion was made by Mayor Pro Tem Manassian to authorize the City Attorney to send notice of termination of the May 2020 Interlocal Agreement and as discussed in Executive Session. Council Member Crow seconded the motion which carried unanimously 4 to 0.

21. **Consultation with City Attorney on legal matters related to employment and deliberation regarding Personnel Matters related to the appointment, employment, evaluation,**

reassignment, duties, and discipline related to the building permit technician and code enforcement inspector.

A motion was made by Mayor Pro Tem Manassian to authorize the creation of Code Enforcement/Public Works full-time position and the second Building Permit Technician position. Council Member Crow seconded the motion which carried unanimously 4 to 0.

UPCOMING MEETINGS

City Council Meetings

March 16, 2021 at 6:00 p.m.

April 13, 2021 at 6:00 p.m.

April 20, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

March 10, 2021 Utility Commission at 4:00 p.m.

March 18, 2021 Emergency Management Commission at 12:00 p.m.

March 22, 2021 Transportation Committee at 3:30 p.m.

March 23, 2021 Planning & Zoning Commission at 6:30 p.m.

March 24, 2021 Economic Development Committee at 4:00 p.m.

March 25, 2021 Farmers Market Association Board at 10:00 a.m.

ADJOURN

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

This regular meeting adjourned at 11:02 p.m.

APPROVED ON: April 13, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, March 16, 2021 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/84680738001?pwd=SzloY2FvN0lpa0FuYVlFbVZzbEkxdz09>

Meeting ID: 846 8073 8001

Passcode: 576979

Dial Toll Free:

888 475 4499 US Toll-free

877 853 5257 US Toll-free

Find your local number: <https://us02web.zoom.us/j/84680738001>

Join by Skype for Business: <https://us02web.zoom.us/skype/84680738001>

CALL TO ORDER AND ROLL CALL

City Council Members present were:

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Secretary Andrea Cunningham

Communications Director Lisa Sullivan

Parks & Community Services Director Kelly Schmidt

Public Works Coordinator Aaron Reed

Finance Director Shawn Cox

IT Coordinator Misty Dean

DSRP Event Center Manager Tina Adams

DSRP Event Center Coordinator Emily Nelson

DSRP Guest Services Coordinator Lilly Sellers

Events & Programs Coordinator Maggie Peterson
Building Official/Utility Coordinator Sarah Cole

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:01 p.m.

PLEDGE OF ALLEGIANCE

Mayor Foulds, Jr. 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.

1. **Approval of a Resolution of the City of Dripping Springs, Texas, approving and accepting a Construction Bond for Big Sky subdivision Phase 2, sitework, utilities, paving and drainage.**

Filed as Resolution No. 2021-R08

2. **Approval of a Resolution of the City of Dripping Springs, Texas, approving and accepting a Construction Bond for Driftwood Ranch Subdivision Phase 2, sitework, utilities, paving and drainage.**

Filed as Resolution No. 2021-R09

3. **Approval of job description and job posting with authorization to hire the Coyote Kids Camp Director. Sponsor Mayor Foulds, Jr.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 1 – 3. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

BUSINESS AGENDA

4. **Discuss and consider the employment, evaluation, reassignment, duties, discipline, and dismissal of the Farmers Market Manager, Laurel Robertson.** *Sponsor Mayor Foulds, Jr.*

Mayor Foulds called for a presentation from Laurel Robertson. Hearing no presentation, Mayor Foulds, Jr. continued with the Agenda at the City Council's pleasure.

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 Items 5 – 7. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

EXECUTIVE SESSION

5. **Deliberate the employment, reassignment, duties, discipline, or dismissal of the Farmers Market Manager Laurel Robertson and Consultation with Legal Counsel Regarding Personnel Matters.** *Consultation with Legal Counsel, 551.071*
6. **Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
7. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses, real property in the Triangle and Veterans Memorial Park, and real property related to Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

The City Council met in Executive Session from 6:04 – 6:14. No vote or action was taken during Executive Session.

Mayor Foulds, Jr. returned the meeting to Open Session at 6:15 p.m.

OPEN SESSION

Mayor Foulds, Jr. called for a presentation from Laurel Robertson. Hearing none, Mayor Foulds, Jr. continued with agenda at the City Council's pleasure.

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 551.074, Deliberation of Personnel Matters and regarding Business Agenda Item 4 and Executive Session Agenda Item 5. Council Member King seconded the motion which carried unanimously 4 to 0.

5. **Discuss and consider the employment, evaluation, reassignment, duties, discipline, and dismissal of the Farmers Market Manager, Laurel Robertson.** *Sponsor Mayor Foulds, Jr.*
6. **Deliberate the employment, reassignment, duties, discipline, or dismissal of the Farmers Market Manager Laurel Robertson and Consultation with Legal Counsel Regarding Personnel Matters.** *Consultation with Legal Counsel, 551.071; Deliberate Personnel Matters, 551.074*

The City Council met in Executive Session from 6:18 – 6:40 p.m. No action or vote was taken during Executive Session.

Mayor Foulds returned the meeting to Open Session at 6:40

OPEN SESSION

A motion was made by Council Member Harris-Allison to terminate the employment for Laurel Robertson due to insubordination, discourteous behavior, and ineffective communication. Council Member King seconded the motion which carried unanimously 4 to 0 via roll call vote:

Mayor Pro Tem Manassian	Aye
Council Member King	Aye
Council Member Harris-Allison	Aye
Council Member Crow	Aye

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.

5. **Deliberate the employment, reassignment, duties, discipline, or dismissal of the Farmers Market Manager Laurel Robertson and Consultation with Legal Counsel Regarding Personnel Matters.** *Consultation with Legal Counsel, 551.071; Deliberation Regarding Personnel Matters. 551.074*
6. **Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
7. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses, real property in the Triangle and Veterans Memorial Park, and real property related to Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

The City Council met in Executive Session earlier in the meeting.

UPCOMING MEETINGS

City Council Meetings

April 13, 2021 at 6:00 p.m.

April 20, 2021 at 6:00 p.m.

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

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

Board, Commission & Committee Meetings

March 18, 2021 Emergency Management Commission at 12:00 p.m.

March 22, 2021 Transportation Committee at 3:30 p.m.

March 23, 2021 Planning & Zoning Commission at 6:30 p.m.

March 24, 2021 Economic Development Committee at 4:00 p.m.

March 25, 2021 Farmers Market Association Board at 10:00 a.m.

April 1, 2021 Historic Preservation Commission at 4:00 p.m.

April 5, 2021 Parks & Recreation Commission at 6:00 p.m.

April 7, 2021 DSRP Board at 12:00 p.m.

April 12, 2021 TIRZ No. 1 & No. 2 Board at 4:00 p.m.

April 14, 2021 Utility Commission at 4:00 p.m.

April 15, 2021 Farmers Market Association at 10:00 a.m.

April 15, 2021 Emergency Management Commission at 12:00 p.m.

ADJOURN

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

This regular meeting adjourned at 6:43 p.m.

APPROVED ON: April 13, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



City of Dripping Springs

Report to the MAYOR and MEMBERS of the City Council

From the CITY TREASURER

For the Month ending March 31, 2021.

April 13, 2021

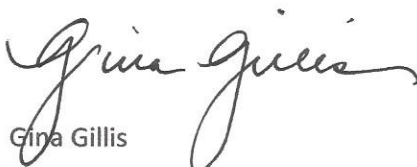
Overall sales tax dipped slightly in March which is historically typical for this time of year. We have satisfied our Economic Development Agreement obligation to Barshop and Oles this month. This will save approximately \$228,000.00 over the next six months in sales tax rebate dollars. I have included a letter from Barshop and Oles with this report. We are very close to the Fiscal Year budgeted amount for Ad Valorem receipts. I have just asked for and received the latest supplement which indicates the need to amend that number. Building Code and Site Development Fees continue to remain higher than projected. Revenues overall continue to be ahead of projected amounts.

Expenses are lower than projected amounts year to date. I will be transferring the Wastewater Fund share of the audit expense to General Fund Financial Services this month. Building Inspection costs should be lower in the next few months as needs for an outside inspector decrease. We have transferred budgeted Park Improvement Funds from Parkland Dedication to cover expenditures. We have also transferred the budgeted \$250,000.00 for Gap Financing to TIRZ I.

Wastewater receipts have finally caught up and we are ahead of the year-to-date budgeted revenue amount. Overall, revenue is ahead of projected amounts. The TWDB Outlay #4 is still being processed and we should be receiving those funds very soon. Currently Outlay #5 is being prepared for submission for TWDB expense reimbursement. TWDB expenses are a large part of the wastewater expenses except for recent non routine expenses at the Wastewater Treatment Plant.

On March 31st, the City's cash balances were \$19.1M. This is a 3.24 % increase from the previous month's cash balances. \$19,146.55 was collected in interest for the month of March. The General Fund, Wastewater Utility Fund and Dripping Springs Ranch Park Fund Operating statements are included with this report.

Respectfully Submitted,


Gina Gillis

BARSHOP & OLES
COMPANY

April 8, 2021

Ms. Gina Gillis
City Treasurer
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

Re: Economic Development Agreement with B&O Dripping Springs Investors, Ltd

Dear Ms. Gillis,

This letter is to confirm that the City of Dripping Springs has satisfied its obligation under the Economic Development Agreement entered into with B&O Dripping Springs Investors, Ltd. B&O Dripping Springs Investors, Ltd has been reimbursed in full as of April 2, 2021.

Please let me know if you have any further questions.

Sincerely,

B&O Dripping Springs Investors, Ltd.
a Texas limited partnership

By: B&O Development GP, LLC
a Texas limited liability company,
its general partner

By: B&O Management Company, LLC
a Delaware limited liability company,
its sole Manager and Member

By: 
Angela Moczygemba, CFO

City of Dripping Springs GENERAL FUND
Income Statement
For the Six Months Ending March 31, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Sales Tax Revenue	\$ 170,731.96	\$ 214,172.85	\$ 1,131,239.84	\$ 1,285,037.10
Mixed Beverage	4,035.32	0.00	32,725.40	14,500.00
Alcohol Permit Fees	37.50	416.67	1,614.39	2,500.02
Ad Val Tax Interest /Penalties	806.90	333.33	1,249.45	1,999.98
Ad Valorem Tax	364,296.91	132,609.81	1,542,889.68	795,658.86
Transfer from Park Dedication	47,664.88	14,350.00	56,334.88	86,100.00
TXF from Landscaping Fund	0.00	541.67	0.00	3,250.02
FEMA Funds Dam Repair	0.00	6,250.00	205,967.45	37,500.00
City Sponsored Events	0.00	0.00	1,277.50	0.00
Subdivision Fees	85,950.00	51,850.00	316,071.25	311,100.00
Site Development Fees	54,748.91	16,208.33	174,180.08	97,249.98
Other Fees (Zoning, Sign, Ord)	5,880.00	5,416.67	31,309.81	32,500.02
Building Code Fees	132,094.42	83,333.33	801,846.69	499,999.98
Solid Waste	0.00	0.00	19,410.36	18,000.00
Community Service Fees	945.00	0.00	1,320.00	0.00
Programs	6,048.00	0.00	6,048.00	0.00
Park Rental Income	(100.00)	0.00	1,199.28	0.00
Park Donations & sponsors	0.00	0.00	13,509.08	0.00
Pavilion,& Pool Rental	0.00	0.00	310.00	0.00
Muni Court Fines/Special Fees	0.00	20.83	0.00	124.98
Checking Acct Interest	4,982.37	2,916.67	24,246.73	17,500.02
Other Income	10,811.13	3,333.33	38,453.61	19,999.98
Fleet and Equipment Sales	1,600.00	0.00	1,600.00	0.00
Health Permits/Inspections	5,060.00	3,750.00	36,890.00	22,500.00
ESD Inspections Income	0.00	833.33	4,569.22	4,999.98
TXF from HOT	0.00	0.00	0.00	2,200.00
Total Revenues	895,593.30	536,336.82	4,444,262.70	3,252,720.92
Expenses				
TML Liability Insurance	0.00	0.00	7,580.00	7,384.50
TML Property Insurance	0.00	0.00	17,423.00	12,517.00
TML Workmen's Comp Insurance	0.00	0.00	18,657.50	11,013.00
Office Salaries	70,277.10	151,593.51	885,211.48	909,561.06
City OT	1,037.06	0.00	4,645.65	0.00
DSRP Parks	88,610.37	27,013.13	136,805.16	162,078.78
DSFM Manager	(161.26)	0.00	0.00	0.00
DSRP OT	757.26	0.00	3,067.67	0.00
Storm Damage	3,693.78	0.00	3,693.78	0.00
Dam Repair	0.00	0.00	3,050.85	0.00
ON CALL	600.00	0.00	5,400.00	0.00
Bldg. Inspector	199,615.32	76,666.67	804,872.53	460,000.02
Health Inspector	5,808.16	3,750.00	20,311.30	22,500.00
Bad Debt Expense	0.00	416.67	0.00	2,500.02
St. Unemployment Ins.-Off	2,758.05	0.00	17,357.39	0.00
TMRS Retirement	9,701.26	8,888.48	57,943.08	53,330.88
Employee Benefits	18,526.75	18,982.93	100,437.27	113,897.58
Office FICA	9,564.38	0.00	58,190.18	0.00
Parks FICA	4,381.19	0.00	24,631.63	0.00
Office Med	2,236.84	0.00	14,390.72	0.00
Parks Med	272.45	0.00	2,073.95	0.00
Financial Services	12,468.75	15,000.00	103,591.25	82,500.00
Engr/Surveying Services	0.00	5,833.33	30,500.00	34,999.98
Architect&Landscape Consultant	0.00	416.67	4,780.68	2,500.02
OFR Grant Writer	0.00	1,071.43	0.00	1,071.43
Lighting Consultant	0.00	83.33	50.00	499.98

For Management Purposes Only

City of Dripping Springs GENERAL FUND
Income Statement
For the Six Months Ending March 31, 2021

	Current Month	Current Month	Year to Date	Year to Date
	Actual	Budget	Actual	Budget
Human Resource Consultant	0.00	833.33	0.00	4,999.98
Special Counsel and Consultant	(221.90)	6,166.67	23,601.15	37,000.02
Muni Court Attorney/ Judge	0.00	1,291.67	2,000.00	7,750.02
Records Management	60.00	83.33	360.00	499.98
Fleet Acquisition	36,500.00	0.00	38,799.99	39,800.00
Fleet Maintenance	412.81	1,112.50	5,015.40	6,675.00
Office Supplies	866.32	2,083.33	7,842.73	12,499.98
Founders Park/Pool Supplies	199.94	864.58	386.77	5,187.48
Sports & Rec Park Supplies	0.00	16.67	0.00	100.02
Pool Chemicals	6,814.00	0.00	6,814.00	0.00
Office Equip & Misc Office Exp	0.00	500.00	0.00	3,000.00
Maintenance Equipment	126.11	750.00	5,616.20	4,500.00
Maintenance Supplies	0.00	377.08	1,411.81	2,262.48
Charro Ranch Supplies	0.00	16.67	37.10	100.02
General Park Supplies	0.00	333.33	1,661.92	1,999.98
Parks Mileage	0.00	0.00	27.60	0.00
Park Dues, Fees, Subscriptions	572.76	226.59	1,543.92	1,359.54
Network & Telephone	1,515.81	2,083.33	7,139.27	12,499.98
Office IT Equipment & Support	3,824.91	4,916.67	28,264.61	29,500.02
Software	30,551.16	17,153.58	76,766.00	102,921.48
Pool Phone & Network	157.29	100.00	840.36	600.00
Park Telephone	20.66	0.00	20.66	0.00
Portable Toilets Parks	460.00	481.67	2,760.00	2,890.02
Postage & Shipping	354.30	291.67	1,353.10	1,750.02
Lighting Compliance	0.00	166.67	1,000.00	1,000.02
Public Safety	0.00	0.00	3,400.00	3,400.00
Stephenson Maintenance	0.00	0.00	8.98	0.00
Office Maintenance/Repairs	738.96	905.00	4,869.66	5,430.00
City Hall Improvements	0.00	416.67	252.10	2,500.02
Equipment Maintenance	70.13	139.58	283.50	837.48
Equipment Rental	0.00	83.33	0.00	499.98
Uniforms	0.00	131.25	753.94	787.50
Office Electricity	394.05	333.33	2,188.10	1,999.98
Street Electricity	1,476.97	1,666.67	9,011.97	10,000.02
Founders Park/Pool Electricity	165.04	541.67	1,546.70	3,250.02
Sports & Rec Park Electricity	80.39	100.00	218.54	600.00
Triangle Electricity	38.25	54.17	229.50	325.02
DSRP House Network/Phone	0.00	0.00	175.84	0.00
DSRP Electricity	0.00	0.00	97.13	0.00
Stephenson Bldg Electric	86.18	125.00	552.93	750.00
Historic District	562.50	250.00	625.00	1,500.00
All Parks Improvements	0.00	4,166.67	659.08	25,000.02
Founders Park/Pool Improvmts	41,465.00	4,308.33	50,384.88	25,849.98
Sports & Rec Park Improvements	5,950.00	5,166.67	5,950.00	31,000.02
Stephenson Bldg	0.00	1,166.67	0.00	7,000.02
Street Maintenance	523.62	14,583.33	35,799.77	87,499.98
Street Improvements	0.00	20,833.33	0.00	124,999.98
Transportation Improvements	0.00	30,583.67	22,119.15	183,502.02
General Parks Maintenance	0.00	20.83	44.66	124.98
Charro Ranch Maintenance	0.00	912.08	39.56	5,472.48
Founders Pool/Park Maintenance	68.95	1,437.50	377.90	8,625.00
Sports & Rec Park Maintenance	68.52	1,168.33	5,876.86	7,009.98
Triangle Maintenance	39.94	66.67	77.15	400.02
Stephenson Lawn Maintenance	0.00	458.33	0.00	2,749.98
Founders Park Lawn Maintenance	0.00	0.00	1,000.00	0.00
Sports & Rec Park Lawn Mainten	50.00	0.00	3,850.00	0.00
Charro Ranch Lawn Maintenance	0.00	0.00	4,550.00	0.00
S&R Trail Maintenance	0.00	41.67	0.00	250.02

For Management Purposes Only

City of Dripping Springs GENERAL FUND
Income Statement
For the Six Months Ending March 31, 2021

	Current Month	Current Month	Year to Date	Year to Date
	Actual	Budget	Actual	Budget
Pool Maintenance	434.40	0.00	2,434.40	0.00
Founders Park/Pool Water	819.58	416.67	3,155.03	2,500.02
Sports & Rec Park Water	948.62	1,083.33	36,684.55	6,499.98
Triangle Water	35.18	39.58	218.62	237.48
City Hall Water	38.57	54.17	245.43	325.02
City Streets Water	281.73	333.33	1,746.43	1,999.98
Stephenson Bldg Water	35.18	41.67	219.10	250.02
Training/Education	581.91	3,248.26	5,107.16	19,489.56
Future Land Use Plan	0.00	4,166.67	0.00	25,000.02
Land Aquisition	0.00	1,428.58	26,179.42	36,829.88
Dues, Fees, Publications	4,584.41	2,500.00	10,837.50	15,000.00
Public Notices	82.20	500.00	2,703.50	3,000.00
Park Special Events	0.00	0.00	1,627.00	0.00
Park Miscellaneous	(98.00)	0.00	(98.00)	0.00
Public Relations	0.00	416.67	0.00	2,500.02
Newsletter- Website	0.00	552.08	0.00	3,312.48
Code Publication	0.00	503.92	140.00	3,023.52
FD Publicity	0.00	0.00	97.84	0.00
City Mileage	34.16	166.67	329.97	1,000.02
City Sponsored Events	0.00	416.67	1,580.00	2,500.02
Government Affairs	0.00	833.33	0.00	4,999.98
Miscellaneous Office Expense	17,202.66	833.33	1,644.62	4,999.98
Economic Development	0.00	0.00	5,000.00	5,000.00
Emergency Management	194.97	32.50	673.77	195.00
Emergency Equipment Maint	92.12	530.92	552.72	3,185.52
Emergency Fire& Safety	166.00	83.00	498.00	498.00
EM Mgt PR	0.00	333.33	0.00	1,999.98
COVID 19	685.50	0.00	89,582.49	0.00
Contingencies	11,780.00	410,686.01	11,780.00	431,519.36
Transfer to Reserve Fund	0.00	0.00	125,000.00	162,328.76
TXF to TIRZ	250,000.00	0.00	250,000.00	250,000.00
TXF to DSRP OP	0.00	0.00	43,286.21	27,812.00
Total Expenses	852,039.32	868,426.93	3,314,096.32	3,712,621.39
Net Income	\$ 43,553.98	\$ (332,090.11)	\$ 1,130,166.38	\$ (459,900.47)

City of DS Wastewater Utility Fund
Income Statement
For the Six Months Ending March 31, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
1/4 Cent Sales Tax	\$ 52,664.16	\$ 52,967.92	\$ 359,669.90	\$ 317,807.52
Cable	0.00	11,208.33	70,458.97	67,249.98
Telephone Franchise Fees	42.36	1,250.00	2,905.60	7,500.00
PEC Franchise fees	0.00	0.00	70,008.60	60,000.00
Texas Gas Franchise Fees	0.00	250.00	2,096.83	1,500.00
Water	0.00	0.00	100,000.00	0.00
Delayed Connection Fees	16,750.00	13,266.67	39,650.00	79,600.02
Over Use fees	15,351.91	5,505.69	31,179.92	33,034.14
Transfer Fees	930.00	291.67	4,770.00	1,750.02
Wastewater Service	220,414.95	66,176.05	427,403.86	397,056.30
Interest Income	6,166.64	3,750.00	36,212.08	22,500.00
Late Fees	1,866.63	333.33	5,523.06	1,999.98
Other Income	48,303.26	2,916.67	228,693.46	17,500.02
Total Revenues	362,489.91	157,916.33	1,378,572.28	1,007,497.98
Expenses				
Administrative	16,041.75	9,200.00	55,014.75	55,200.00
Operations- Routine	7,385.26	6,666.67	30,390.60	40,000.02
Operations Non Routine	87,243.26	12,500.00	113,580.32	75,000.00
Regulatory	0.00	291.67	2,440.26	1,750.02
Legal Fees	0.00	2,500.00	19,390.13	15,000.00
Financial	0.00	0.00	0.00	10,000.00
Planning/Permitting	8,325.00	4,166.67	32,321.29	25,000.02
Chlorinator Alarm	0.00	83.33	0.00	499.98
Misc Planning/Cons 1431-001	0.00	625.00	16,218.80	3,750.00
Construction Phase Services	0.00	2,500.00	345.00	15,000.00
Road Reconstruction	443.18	833.33	443.18	4,999.98
TWDB East Interceptor	0.00	8,333.33	95,431.54	49,999.98
Fill Station1873-001	0.00	10,416.67	17,850.00	62,500.02
TWDB West Interceptor	0.00	20,833.33	107,432.86	124,999.98
CIP 2nd Amend1881-001	0.00	416.67	0.00	2,500.02
TWDB 1923-001	0.00	3,333.33	18,889.65	19,999.98
TWDB Misc	0.00	56,666.67	302,803.93	340,000.02
Reclaimed Water Fac 1953-001	0.00	0.00	96,741.53	0.00
Reclaim Wtr Hold Pond 1952-001	0.00	10,416.67	14,007.50	62,500.02
Sewer CAD Modeling	0.00	2,083.33	4,097.67	12,499.98
FM 150 Utility 1989-001	0.00	0.00	2,500.00	0.00
Other Expense	0.00	416.67	175,941.50	2,500.02
WW Lawn Maintenance	0.00	833.33	3,250.00	4,999.98
System Maintenance and Repair	0.00	1,666.67	99.20	10,000.02
Odor Control	0.00	1,041.67	10,231.80	6,250.02
Jetting Lines	0.00	1,250.00	0.00	7,500.00
Drip Fld Maintenance & Repair	1.98	1,666.67	6,561.10	10,000.02
Lift Station Cleaning	0.00	750.00	2,640.00	4,500.00
Meter Calibration	0.00	58.33	0.00	349.98
Chlorinator Maintenance	0.00	208.33	0.00	1,249.98
Drip Field Maintenance	0.00	1,666.67	164.45	10,000.02
Electric	5,295.23	3,750.00	31,129.58	22,500.00
Phone	233.89	500.00	1,625.43	3,000.00
Supplies	307.92	833.33	592.01	4,999.98
Chemicals	0.00	666.67	2,404.65	4,000.02
Lab Testing	1,582.40	2,083.33	10,785.69	12,499.98
Sludge Hauling	5,175.00	6,666.67	32,300.00	40,000.02
Wastewater Flow Measurement	0.00	750.00	2,950.00	4,500.00
Lift Station Repairs & Maint	3,875.05	3,333.33	20,884.19	19,999.98

For Management Purposes Only

City of DS Wastewater Utility Fund
Income Statement
For the Six Months Ending March 31, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
WWTP/Pump Repairs	5,415.66	4,166.67	29,894.69	25,000.02
Equipment	0.00	333.33	623.78	1,999.98
Pump and Haul	0.00	0.00	12,353.60	0.00
Total Expenses	<u>141,325.58</u>	<u>184,508.34</u>	<u>1,274,330.68</u>	<u>1,117,050.04</u>
Net Income	\$ <u>221,164.33</u>	\$ <u>(26,592.01)</u>	\$ <u>104,241.60</u>	\$ <u>(109,552.06)</u>

DSRP Operating Fund
Income Statement
For the Six Months Ending March 31, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Riding Series	\$ 690.00	\$ 7,416.67	\$ 17,130.01	\$ 44,500.02
Fair and Rodeo Profit	0.00	0.00	7,900.00	0.00
General Donations	6.00	0.00	43.11	0.00
Cleaning Fees	1,275.00	833.33	2,050.00	4,999.98
Staff Fees	300.00	333.33	2,483.40	1,999.98
Horse Riding Permits	1,665.00	833.33	6,807.05	4,999.98
Interest Income	75.70	83.33	241.32	499.98
Other Income	180.00	83.33	3,695.00	499.98
Field Rental	0.00	0.00	1,725.00	0.00
Miscellaneous Fees	0.00	0.00	1,195.00	0.00
Indoor Arena Rental	3,075.00	0.00	9,600.00	0.00
Event Facility Rental	1,450.00	9,333.33	450.00	55,999.98
RV Site Rental	1,025.00	1,500.00	10,520.00	9,000.00
Stall Rental	3,025.00	1,833.33	17,209.99	10,999.98
Outdoor Arena	250.00	0.00	2,850.00	0.00
Equipment Rental	71.00	416.67	803.00	2,500.02
Special Event Room Rental	1,850.00	0.00	(1,400.00)	0.00
Merchandise Sales	2,134.50	1,250.00	13,328.50	7,500.00
TXF from HOT Parking Lot	0.00	50,000.00	0.00	50,000.00
NA Small Event Room	1,600.00	0.00	2,700.00	0.00
Small Indoor Arena	1,050.00	0.00	1,912.00	0.00
NA Concession	600.00	0.00	650.00	0.00
DSRP Concessions	0.00	0.00	2,500.00	0.00
TXF from Gen Fund	0.00	0.00	43,286.21	43,286.21
TXF from HOT	0.00	5,606.30	33,642.81	33,637.80
DSRP Sponsorship	1,975.00	0.00	6,675.00	0.00
TXF from Ag Facility Fund	0.00	2,146.67	15,750.00	12,880.02
Total Revenues	22,297.20	81,669.62	203,747.40	283,303.93
Expenses				
Sales Tax	0.00	0.00	902.63	0.00
Advertising	0.00	58.33	0.00	349.98
Bank Fees	45.86	0.00	2,292.74	0.00
DSRP ON CALL	800.00	866.67	5,000.00	5,200.02
Training and Education	0.00	416.67	226.58	2,500.02
Stall Cleaning	0.00	166.67	0.00	1,000.02
Grounds Maintenance	0.00	852.42	6,350.00	5,114.52
House Maintenance	37.50	1,237.50	15,169.27	7,425.00
House Furniture & Equipment	0.00	20.83	69.99	124.98
House Supplies	42.87	45.83	66.81	274.98
General Maintenance & Repairs	406.92	5,000.00	8,166.08	30,000.00
Fleet Aquisition	0.00	0.00	0.00	42,568.00
Dues, Fees and Subscriptions	352.17	498.62	745.25	2,991.72
Network/Communications	400.78	1,625.25	2,820.07	9,751.50
Riding Series	0.00	4,083.33	10,711.57	24,499.98
Merchandise Supplies	0.00	583.33	4,797.00	3,499.98
DSRP Improvements	605.00	2,166.67	18,330.00	13,000.02
Other Expense	0.00	1,708.33	64.10	10,249.98
Mileage	0.00	41.67	0.00	250.02
Alarm	2,097.00	0.00	5,527.00	1,080.00
House Septic	0.00	62.50	0.00	375.00
Propane/Gas	346.33	250.00	916.30	1,500.00
Electric	4,455.29	5,000.00	28,497.54	30,000.00
Water	424.91	833.33	3,084.15	4,999.98
Supplies	1,600.57	2,500.00	7,042.06	15,000.00

For Management Purposes Only

DSRP Operating Fund
Income Statement
For the Six Months Ending March 31, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Office Equipment and Supplies	780.92	425.00	4,566.24	2,550.00
TXF to HCLE	0.00	1,100.00	0.00	6,600.00
Portable Toilets	65.00	0.00	390.00	0.00
Equipment Maintenance	1,572.16	2,083.33	8,434.77	12,499.98
Equipment	0.00	858.33	0.00	5,149.98
Equipmental Rental	0.00	83.33	(125.00)	499.98
Fleet Maintenance	57.48	208.33	254.40	1,249.98
Contingencies	0.00	4,166.67	0.00	25,000.02
Total Expenses	<u>14,090.76</u>	<u>36,942.94</u>	<u>134,299.55</u>	<u>265,305.64</u>
Net Income	\$ <u>8,206.44</u>	\$ <u>44,726.68</u>	\$ <u>69,447.85</u>	\$ <u>17,998.29</u>



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: April 13, 2021

Agenda Item Wording: **Approval of Amendment to the Professional Services Agreement between the City of Dripping Springs and Oldner Lighting for Lighting Consultant Services.**

Agenda Item Requestor: Oldner Lighting

Summary/Background: Andrew Gauld of Oldner Lighting has been our lighting consultant for many years. They have charged the same rates for the last 4 years and are increasing their rates this year by 10%. The rates will go from \$100 to \$110 an hour for staff time and from \$50 to \$55 an hour for travel time. They also asked that some expenses be reimbursed. The agreement is for one year with one year renewals. It can be terminated within 30 days at any time. These costs are reimbursable from the applicants who need lighting reviews.

Commission Recommendations: N/A

Recommended Council Actions: Approval.

Attachments: Agreement and Staff Report.

Next Steps/Schedule: Execution.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 23rd day of MAY, 2017 and between the **City of Dripping Springs, Texas** (hereinafter referred to as the “City”) and **Andrew Gauld/Scott Oldner Lighting** (hereinafter referred to as “Contractor”) for lighting plan review and consultation, is understood and agreed to be as set forth herein:

1. Description of Services: The Contractor shall perform the below duties as needed by the City.

- (a) Contractor shall use his lighting and engineering expertise to review lighting plans for the City.
- (b) The City may call on Contractor’s consultation services concerning lighting as needed.
- (c) Contractor shall deliver reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
- (d) If the City’s assignment of duties for a specific project is declined by Contractor, then the City may assign said duties to another employee or contractor at the City’s discretion. Contractor does not have the authority to unilaterally select another contractor to perform the work the Contractor was assigned. Contractor shall assist the City in the selection of additional contractors when requested by the City.
- (e) Contractor may from time to time be called upon to perform the following services:
 - (1) Attend meetings of the City Council when requested by the Mayor, City Administrator, or Deputy City Administrator; and/or
 - (2) Attend other public or private meetings involving review of matters related to the duties performed under this Agreement.
- (f) Contractor shall conduct business in good faith, displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (g) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.

- (h) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
 - (i) Contractor shall perform other related duties as needed.
- 2. **Payment for Services:** The City will compensate Contractor at \$100 per hour for providing services and \$50 per hour for travel time. No minimum amount of hours is guaranteed. Contractor shall invoice City on a monthly basis. Invoices will be reviewed by the City Administrator or the Administrator's designee. Once approved, the invoice will be paid within thirty (30) days.
- 3. **Duration:** This Agreement shall be in effect for a period of one (1) year unless terminated as provided below.
- 4. **Renewal:** This Agreement shall automatically renew for successive one (1) year periods unless: (a) terminated, as set out below, or (b) either party provides notice of intent not to renew to the other party thirty (30) days prior to the end of the current term.
- 5. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice. All services provided prior to termination will be paid by the City pursuant to Section 2 above.
- 6. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for related services.
- 7. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City. Contractor may also continue to perform work outside of his contract with the City so long as it is disclosed to the City and the requisite conflict of interest affidavits are filed by Contractor with the City.
- 8. **Employees:** Contractor's employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the

request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

- 9. Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor will provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. .
- 10. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.
- 11. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 12. Notice:** All notices required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

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

For the Contractor:

Andrew Gauld
Scott Oldner Lighting Design, LLC
600 Congress 14th floor
Austin, TX

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

- 13. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.
- 14. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.


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

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

17. Applicable Law: The laws of the State of Texas shall govern this Agreement.

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

CITY OF DRIPPING SPRINGS:

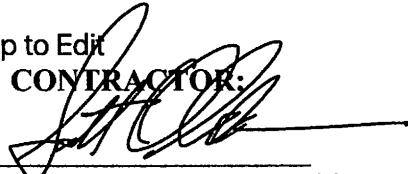


Todd Purcell, Mayor

June 13, 2017
Date

Double-Tap to Edit

CONTRACTOR:



Andrew Gault Scott Oldner - owner - member
Scott Oldner Lighting Design, LLC

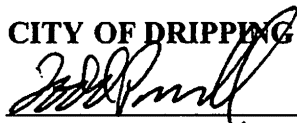
05-23-17
Date

ATTEST:

Deborah L. Laesch
for Angelica Reyes, City Secretary

- 15. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 16. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 17. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 18. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

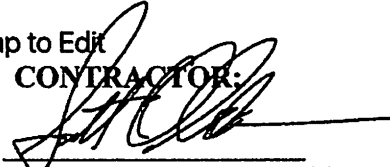
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CITY OF DRIPPING SPRINGS:



Todd Purcell, Mayor

June 13, 2017
Date

CONTRACTOR:



Andrew Gault Scott Oldner - owner - member
Scott Oldner Lighting Design, LLC

05-23-17
Date

ATTEST:

Deborah L. Laesch
For Angelica Reyes, City Secretary



ATTACHMENT "A" PROPOSAL

Senior Designer at Scott Oldner Lighting Design, LLC

andrew@solighting.net

Summary

Experience

20 years experience of working in architecture, interior design, product design, aircraft design and auto engineering.

Areas of expertise

Architectural Lighting Design - exteriors, interiors and products - including lighting of work places, residences, retailers and places of leisure. Public realm lighting, including city master plans, urban regeneration projects and landmarks.

Skills

Client liaising, presentation delivery, concept development, detail development, specification of products, light level calculations and supervising of design teams.

Design Tools

Daily use of AutoCAD, Dialux, Photoshop, Indesign, Powerpoint + MS Office programs, knowledge of , Illustrator, 3D Studio + Sketchup

Introduction

I am an Architectural Lighting Designer with approx. 15 years experience working in architecture, interior design and product design. Additionally I have 10 years of aircraft design and auto engineering under belt. Originally from Scotland I have very much an international perspective worked in countries as varied as Sweden, Japan, Spain, Canada, Greece, the UK and the USA.

I am currently the senior designer for an independent lighting design studio in Austin, Texas where I am responsible for client liaising, presentations, scheme design, design development and construction admin phases of wide varied projects, from small galleries to international airports

As well as having worked on a broad range of diverse projects from large scale city master plans to small one room offices, I have taught at several universities and participated in PLD workshops. On a personal note I am somewhat fascinated by light which I constantly study through my everyday experiences, recording light with photography and video.

My professional skills have been built over the years and I carry with me useful experience and skills from my previous career as an engineer. Since I found light (and light found me) I know my resolve and passion could not be more genuine.

Experience

Senior Designer at Scott Oldner Lighting Design, LLC

August 2014 - Present (2 years 7 months)

Kick ass design, working with the king of cool (lighting) - Mr Scott Oldner.

Adjunct Instructor at ITT

March 2014 - July 2014 (5 months)

Main subjects - AutoCAD, Inventor and Sustainability

Teaches material from approved curriculum and develops daily lesson plans to include instructional aids.

Participates in school retention initiatives by providing regular, accurate, and timely feedback to students and the school concerning academics, behavior, attendance, etc.

Motivates students to actively participate in all aspects of the educational process.

Completes professional development and in-service activities in accordance with college standards.

Maintains expertise in subject area and recommends improvements in curriculum design.

Instructs students in laboratory safety procedures if applicable.

Performs duties in the Learning Resource Center as assigned.

When possible, participates in core course academic support programs, certification programs, and student professional associations.

Senior Design Consultant at Gauld Design

July 2013 - July 2014 (1 year 1 month)

Senior Design Consultant (US) / Associate (UK) at LDPI

January 2012 - June 2013 (1 year 6 months)

Manage projects from start to finish. Liaise with clients, design, manage a team, handle manufacturers and suppliers.

Lecturer + Workshop leader at Edinburgh College of Art

March 2013 - March 2013 (1 month)

Senior Design Consultant at Buro Happold

January 2010 - December 2011 (2 years)

Working on an amazing array of worldwide projects.

Senior Design Consultant at LDPI

August 2009 - December 2009 (5 months)

Senior Design Consultant at Gaulddesign

July 2003 - July 2009 (6 years 1 month)

Senior Designer at Fotodiaplassi SA

May 2005 - December 2007 (2 years 8 months)

Guest Lecturer at Göteborg University

September 2004 - September 2004 (1 month)

Project Designer at Speirs and Major Associates

2003 - 2003 (less than a year)

Designer at White Arkitekter

January 1999 - December 2002 (4 years)

Design Engineer at Volvo

January 1995 - January 1997 (2 years 1 month)

Performance Engineer at Saab AB

September 1991 - November 1995 (4 years 3 months)

Design Engineer at British Aerospace

May 1989 - August 1991 (2 years 4 months)

Engineering Apprentice at Bond Helicopters

August 1988 - April 1989 (9 months)

Languages**Swedish**

(Native or bilingual proficiency)

English

(Native or bilingual proficiency)

Skills & Expertise**Urban Design****Residential Homes****Retail****Lighting Design****Architectural Design****Rendering****Concept Design****Architectural Lighting****Interior Design****Design Research****CAD****3D Studio Max****Architecture****AutoCAD**

Concept Development

Daylighting

Design Management

Industrial Design

Interior Architecture

Lighting

Product Design

Illustrator

Sketching

Photoshop

LEED

Residential Design

3D rendering

Architectures

Space planning

InDesign

Retail Design

Education

Göteborgs universitet

Master of Fine Arts (MFA), Industrial Design, 2000 - 2002

Grade: VG

Austin Community College

Diploma, Philosophy, Psychology, Sociology and Ethnology, 2009 - 2009

Grade: A

Högskolan i Jönköping / Jönköping University

Diploma, Lighting and Lighting Design, 2001 - 2002

Grade: Pass

Gothenburg University

Bachelor of Fine Arts (BFA), Industrial Design, 1997 - 2000

Glasgow University | Glasgow

Bachelor of Science (B.Sc.), Aeronautical, 1984 - 1988

Andrew Gauld

Item # 8.

Senior Designer at Scott Oldner Lighting Design, LLC

andrew@solighting.net



2 people have recommended Andrew

"I have known and worked with Andrew for many years, during which time he has demonstrated a degree of design flair, enthusiasm and work ethic to see a job well done. I therefore have no hesitation in recommending him to any potential client or employer. Andrew has also provided me with personal business support over the years, for which I am truly grateful."

— **Terry Denman**, worked with Andrew at LDPI

"It is my honor to recommend Andrew Gauld. I have known him since May 2005. He has demonstrated outstanding talents in lighting design as well as project management spheres. Fortunately, too, Andrew Gauld amalgamation of design and managerial skills comes "packaged" in a wonderfully friendly, witty, sincere and caring human being. He is sensitive, flexible, respected and admired by clients, peers, subordinates and superiors alike. I am very impressed by Andrew Gauld and recommend him unhesitatingly. I am confident that, if selected for any project, he would provide the same high level of service and commitment. If you have any questions or wish to speak further about Andrew Gauld, please feel free to call me at (+41) 77 435 44 28. Sincerely, Boris JEANRENAUD"

— **Boris JEANRENAUD**, worked directly with Andrew at Fotodiaplassi SA

[Contact Andrew on LinkedIn](#)

SOL04132021

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 13th day of April 2021 and between the City of Dripping Springs, Texas (hereinafter referred to as the “City”) and Andrew Gauld/Scott Oldner Lighting (hereinafter referred to as “Contractor”) for lighting plan review and consultation, is understood and agreed to be as set forth herein:

1. Description of Services: The Contractor shall perform the below duties as needed by the City.

- (a) Contractor shall use his lighting and engineering expertise to review lighting plans for the City.
- (b) The City may call on Contractor’s consultation services concerning lighting as needed.
- (c) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (d) If the City’s assignment of duties for a specific project is declined by Contractor, then the City may assign said duties to another employee or contractor at the City’s discretion. Contractor does not have the authority to unilaterally select another contractor to perform the work the Contractor was assigned. Contractor shall assist the City in the selection of additional contractors when requested by the City.
- (e) Contractor may from time to time be called upon to perform the following services:
 - (1) Attend meetings of the City Council when requested by the Mayor,
 - (2) City Administrator, or Deputy City Administrator; and/or
- (f) Attend other public or private meetings involving review of matters related to the duties performed under this Agreement.
- (g) Contractor shall conduct business in good faith, displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (h) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (i) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City’s public information policies.

- (j) Contractor shall perform other related duties as needed.
2. **Payment for Services:** The City will compensate Contractor at \$110 per hour for providing services and \$55 per hour for travel time. No minimum amount of hours is guaranteed. Contractor shall invoice City on a monthly basis. Invoices will be reviewed by the City Administrator or the Administrator's designee. The City shall reimburse the Designer out of pocket expenses incurred in the performance of its services on the project including mileage, printing, mock-up supplies, express mail, and courier services. Once approved, the invoice will be paid within thirty (30) days.
 3. **Duration:** This Agreement shall be in effect for a period of one (1) year unless terminated as provided below.
 4. **Renewal:** This Agreement shall automatically renew for successive one (1) year periods unless: (a) terminated, as set out below, or (b) either party provides notice of intent not to renew to the other party thirty (30) days prior to the end of the current term.
 5. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice. All services provided prior to termination will be paid by the City pursuant to Section 2 above.
 6. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for related services.
 7. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City. Contractor may also continue to perform work outside of his contract with the City so long as it is disclosed to the City and the requisite conflict of interest affidavits are filed by Contractor with the City.
 8. **Employees:** Contractor's employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
 9. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
 10. **Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees. Contractor will

provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.

- 11. Indemnification:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.
- 12. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 13. Notice:** All notices required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

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

For the Contractor:

Andrew Gauld
Scott Oldner Lighting Design, LLC
4645 Greenville Studio B
Dallas Texas 75206
214-414-1030

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

- 14. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.
- 15. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 16. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 17. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 18. Applicable Law:** The laws of the State of Texas shall govern this Agreement.

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

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Bill Foulds, Jr., Mayor

Andrew Gauld

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

**AGREEMENT CONCERNING CREATION AND OPERATION
OF
DRIFTWOOD CONSERVATION DISTRICT**

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Agreement Concerning Creation and Operation of Driftwood Conservation District (the “Agreement”) is made and entered into by and among the City of Dripping Springs, Texas (the “City”), a general law city situated in Hays County, Texas, acting herein by and through its undersigned duly authorized Mayor, as authorized by specific action of its City Council; Driftwood DLC Austin II, LLC a Texas Limited Liability Company, its successors and assigns (sometimes referred to as “Owner”) and Driftwood Conservation District, a Conservation & Reclamation District created by the 85th Texas Legislature and operating pursuant to powers granted by HB 4301 and codified in Subtitle F, Title 6, Special District Local Laws Code, Chapter 7982 (the “District Act”).

RECITALS

A. Owner owns approximately 522 acres, as described on **Exhibit A** (the “Property”). The Property lies entirely within the City’s extraterritorial jurisdiction (“ETJ”). Owner petitioned to obtain the consent of the City for creation of a district to be known as the Driftwood Conservation District (“District”).

B. Pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016, Texas Water Code, the City consented, subject to the terms and conditions of this Agreement, to the creation of the District by Resolution adopted on February 21, 2017, in an open and duly posted public meeting of the City, and amended March 9, 2021, in an open and duly posted public meeting of the City (the “Resolutions”), which meet the requirement for consent of the City under Section 7982.004 of the District Act.

C. H.B. 4301 in the 85th Texas Legislature created the District and it will operate pursuant to the District Act; however, it is an essential element of the granting of the City’s Consent that the contemplated District will approve this Agreement and become a party to it after the District’s confirmation election.

D. For and in consideration of the premises and the mutual agreements, covenants and conditions hereinafter set forth, the parties hereto hereby contract and agree as follows:

ARTICLE I

CONSENT TO CREATION AND REORGANIZATION OF DISTRICT BOUNDARIES

The City consents to creation of the District over the boundaries described earlier as the Property. This Agreement satisfies Section 3 of the City's Resolution No. 2017-27 and Resolution No. 2021-R07.

ARTICLE II

THE DEVELOPMENT AGREEMENT AND WATER AND WASTEWATER AGREEMENT

Owner and City have entered into a separate Development Agreement regarding the proposed development within the District (the "Project"), which will provide for orderly development of the Project, which may include a master-planned mixed-use development, including but not limited to, residential, commercial, recreational and open space. In addition, the City and Owner have entered into a Water and Wastewater Agreement for the provision of water and wastewater service to the District. Should the terms of this Agreement and the Development Agreement or Water and Wastewater Agreement conflict, the terms of either the Development Agreement or the Water and Wastewater Agreement shall control.

ARTICLE III

ISSUANCE OF BONDS BY DISTRICTS

- A. The District may issue bonds as permitted by law.

- B. Pursuant to Section 54.016, the parties agree that the purposes for which the District's bonds, or other lawful obligations to be issued by the District, may be issued are limited to the purposes and extent in the District Act, including, but not limited to:
 - 1. To provide a water supply for municipal uses, domestic uses and commercial purposes;

 - 2. To collect, transport, process, dispose of and control all domestic, commercial, industrial or communal wastes, whether in fluid, solid or composite state;

 - 3. To gather, conduct, divert and control local storm water or other local harmful excesses of water in the District, related water quality facilities, including storm water injection, and/or the payment of organization expenses, operation expenses during construction, and interest during construction;

4. To provide open space, conservation land, mitigation land, easements and other recreational facilities as may be consistent with the District Act and the rules of relevant and applicable State of Texas regulatory bodies, including the Texas Commission on Environmental Quality (the “Commission”);

5. To provide any other facilities, amenities and/or improvements authorized by the District Act, including roads, streets and appurtenant landscaping and drainage, that benefit the Property within the District and that qualify for developer reimbursement;

6. Organizational, creation and administrative costs; and

C. The District shall not issue bonds payable either partially or wholly from the levy of assessments.

D. The District agrees that it shall issue bonds only in the maximum amount of \$213,039,000 for Utility Bonds; \$244,995,000 for Utility Refunding Bonds; \$48,863,000 for Road Bonds; \$56,192,000 for Road Refunding Bonds for the purposes set out in Article III (B) of this Agreement (the “Facilities”), and in the manner provided by the relevant State of Texas regulatory body, if applicable, and as permitted herein. The District shall submit to the City Administrator a copy of the final bond transcript and the Official Statement for Bonds issued for the above purposes.

E. The District further agrees to the following concerning the sale of, and on the terms and provisions of, District bonds, warrants or other obligations and notes (the “District Bonds”) that are issued to provide service to the Property, so long as the restrictions do not generally render the bonds and notes unmarketable. The City may obtain the recommendation of the District’s Financial Advisor, that the sale and amount of each particular bond issue is feasible and prudent based upon a number of considerations including, but not limited, to any overlapping tax rates, assessed value and ratio of debt to assessed valuation within the District all in relation to Commission rules. Further, unless the following conditions are waived by the City based on the advice of its Financial Advisor, the parties agree that the District Bonds:

1. are limited to a maximum maturity of 30 years;
2. may not have interest rates that exceed 2% above the weekly tax-exempt Bond Buyer 20 Bond index;
3. may not be issued if the District’s debt to certified or estimated taxable assessed valuation ratio does not meet Commission feasibility standards, if applicable;
4. must have amortization that results in reasonably approximate level debt service payments considering all bond issues, except for an initial period of interest only payments;

5. shall contain call redemption features, and
6. may be refunded and additional bonds may be issued as refunding bonds.

F. The District shall proceed to obtain the necessary authorization for and to issue District bonds for the financing of the acquisition or construction of the Facilities to the extent and as permitted by laws applicable to the District. The City hereby consents to the issuance of the District's bonds to the extent, for the purposes, and in the manner described in this Agreement.

ARTICLE IV

AREA OF, AND LIMITATIONS ON, SERVICE

Unless the prior approval of the City Council of the City is obtained, the District shall not: (1) construct, acquire or install Facilities to serve areas outside the District; (2) sell or deliver water or wastewater service to areas outside the District; or (3) annex any additional lands to the District. Any land for which annexation to the District or out-of-district service is hereafter requested and approved shall be subject to the terms of this Agreement.

ARTICLE V

ANNEXATION OF THE DISTRICT BY THE CITY

A. The parties hereto acknowledge and agree that the Property lies, and will continue to lie, wholly within the ETJ of the City; is not bordered by another city, town, or village; and is not currently anticipated to be scheduled for annexation by the City in accordance with any annexation plan of the City. The parties acknowledge that the creation of the District, and the City's consent thereto, are for the purpose of promoting the orderly development and extension of City services to the Property.

B. One of the purposes of this Agreement is to authorize the District and the City, pursuant to the provisions of Section 54.016 of the Texas Water Code that allow a district and a city to contract regarding annexation, to enter into a binding contract regarding the terms and conditions of annexation of areas within the District by the City. The parties acknowledge that the City may annex area within the District in the future and the terms and conditions of the parties' agreement regarding annexation are contained within the Development Agreement. Accordingly, the Parties agree as follows:

1. If the City annexes the entire area in the District, the City will succeed to all the powers, duties, assets and obligations of the District, including but not limited to any rights and obligations under valid and duly-authorized contracts entered into by the District prior to the first notice of annexation (e.g.,

developer reimbursement agreement). The District will not enter into any developer reimbursement agreements or agreements for new projects or extraordinary expenses except as necessary for continued operation and maintenance of existing District Facilities, after publication of the first notice of proposed annexation, which shall be provided to the District by the City. The District further agrees that any agreements with the District in violation of this requirement shall be void.

2. Alternatively, subject to the terms of the Development Agreement, the City may exercise any options available under Chapter 43 of the Texas Local Government Code, or similar annexation laws of the State of Texas, that are in effect with regard to the provision of water and/or sewer service to areas within Municipal Utility Districts that are annexed by cities.

C. In furtherance of the purposes of this Agreement, the District and Owner, and their respective successors and assigns, covenant and agree to the extent allowed by law that, except upon written consent of the City Council of the City they will not: (1) seek or support any effort to incorporate any of the Property, or any part thereof; or (2) sign, join in, associate with or direct to be signed any petition seeking to incorporate any of the Property or to include any of the Property within the boundaries of any other district, incorporated entity, or political subdivision of the State of Texas.

ARTICLE VI

SEVERABILITY AND ENFORCEABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby.

ARTICLE VII

ASSIGNMENT OF AGREEMENT

Neither the District nor the City shall assign this Agreement without written consent of each of the other parties hereto. Owner shall not assign this Agreement without written consent of the City, except that Owner is specifically authorized to assign this Agreement to the District upon its creation; provided, however, that such assignment shall not relieve Owner or any successors or assigns from their obligations hereunder. It is specifically intended that this Agreement and all terms, conditions and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a party hereto, whether judicial or non-judicial.

ARTICLE VIII**TERM OF AGREEMENT**

This Agreement shall be effective from the date of execution hereof by the City and Owner, and shall be adopted by joinder of the District at their first available meeting of the Board of Directors after such execution, and shall continue in effect until the District is annexed and dissolved by the City.

ARTICLE IX**BENEFITS OF AGREEMENT**

This Agreement is for the benefit of the City, the District and the Owner, their successors and assigns, and shall not be construed to confer any benefit on any other party except as expressly provided herein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Dated effective _____, 2021.

CITY OF DRIPPING SPRINGS

By: _____
 Name: _____
 Its _____

ATTEST:

By: _____
 Name: _____
 Its _____

Driftwood DLC Austin II, LLC a Texas
 Limited Liability Company

By: _____
 Name: _____
 Its _____



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: April 13, 2021

Agenda Item Wording: Discuss and Consider recommendation renewing DSASA Softball Field Use Agreement

Agenda Item Requestor: Wade King

Summary/Background: For over four decades the City of Dripping Springs has sponsored a community lead Adult Softball Association league by permitting use of the City's two adult softball fields from April 2021 till October 2021 in exchange for the upkeep and maintenance during their play season. This Agreement continues that partnership by allowing the league to play on the fields without fees in exchange for maintenance and improvements to the fields. The City's intent is to potentially bring this league in house in the Fall.

Staff Recommendation Approve sponsored use of Adult Softball fields in exchange for coordination of leagues and upkeep and care of fields during agreed upon season as detailed in the Use Agreement.

Attachments: DSASA Sports & Recreation Park Adult Softball Fields Use Agreement

Next Steps/Schedule: Execute Agreement

USE AGREEMENT

SPORTS & RECREATION PARK SOFTBALL FIELDS

This Use Agreement (the **Agreement**) is entered into as of the 13th day of April, 2021, between the City of Dripping Springs (the **City**), Hays County, Texas, a general law city organized and operating under the general laws of the state of Texas and the Dripping Springs Adult Softball Association (**DSASA**), a membership association.

I. RECITALS

- A. The DSASA is a membership association whose purpose is to provide to the adults of the Dripping Springs area recreational sports that encourage cooperation and citizenship.
- B. The DSASA desires that the City allow DSASA to use the Softball Fields at the Dripping Springs Sports & Recreation Park (the **Park**) for its softball league program.
- C. The DSASA and its members contribute to the maintenance and upkeep of the Dripping Springs Sports & Recreation Park.
- D. The City desires to aid DSASA and, accordingly, agrees to allow DSASA to use the Softball Fields for its softball league program.

II. AGREEMENT

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

- A. The City has granted and by these presents does hereby grant to DSASA the right to use the Softball Fields in accordance with the following:
 - 1. The area of use (the **Area**) by DSASA shall be that certain area of land more fully described in *Exhibit A*, known as the Sports & Recreation Park Adult Softball Fields, attached hereto and incorporated for all purposes. The Area shall not include any other area of the Sports & Recreation Park.
 - 2. DSASA use of the Area during the season shall be for DSASA practices, games and relate activities in accordance with a schedule approved by the Parks & Community Services Director.
 - 3. This right of use granted by the City to DSASA shall be for a period of six months beginning on April 13, 2021 and ending October 13, 2021.
 - 4. The DSASA is entitled to exclusive use of the Area during the time period in the schedule approved by the Parks & Community Services Director specified above and during the

time that the Area is actually being used for scheduled practices, games and related activities. The City may allow public use of the Area at all other times.

B. It is understood and agreed between the parties hereto that:

1. DSASA, at its sole cost, will maintain within the Area the Softball Fields and area shown in *Exhibit A* as needed except that the City will provide maintenance through its mowing schedule. DSASA maintenance shall include Park trash receptacles into the Park dumpster at least once a month.
2. It is specifically agreed that nothing herein is intended to convey any real property rights to the Area to DSASA.
3. The City assumes no responsibility for any property placed at or on any part of the Area, 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 occupancy of said Area under this Agreement.
4. DSASA accepts the premises as is.
5. Each member of DSASA that uses the softball fields in accordance with this Agreement shall have on file at the City a waiver of liability.
6. DSASA agrees to keep the Area in a clean and orderly condition at all times and to conduct its business in accordance with all applicable rules, regulations and ordinances promulgated by the City, Hays County and/or the State of Texas.
7. The Area shall be returned to the same condition at the conclusion of each night's use. Equipment necessary for such shall be furnished by DSASA.
8. No signs or other material shall be nailed, tacked, screwed or otherwise physically attached to any part of the Area or Park without the consent of the City Administrator.
9. DSASA and its members covenant and agree to indemnify and hold harmless the City, its agents, servants and employees from and against any and all claims for damages or injuries to person or property arising out of or incident to their use of, or the use and occupancy of, the Area by DSASA and its members, and DSASA and its members do 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 premises by DSASA, its members, its agents, services employees, contractors or subcontractors.

10. The City reserves all concession rights within the Area.
11. DSASA and its members agree to abide by and conform with all rules and regulations from time to time adopted or prescribed by the City for the governance and management of the Park.
12. DSASA shall not assign their contract nor suffer any use of the premises other than herein specified.
13. Either party may terminate this Agreement upon the terminating party giving the non-terminating party sixty (60) days written notice of the termination of this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their authorized officers the day and year written below.

CITY OF DRIPPING SPRINGS:

**DRIPPING SPRINGS ADULT
SOFTBALL ASSOCIATION:**

Bill Foulds, Jr., Mayor

Signature-Representative

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

**CITY OF DRIPPING SPRINGS ADULT SOFTBALL
PARTICIPANT WAIVER AND RELEASE OF LIABILITY**

WARNING: PLAYING ADULT SOFTBALL CAN LEAD TO INJURY. THE PARTICIPANT ASSUMES ALL THE RISK OF SERIOUS INJURY OR DEATH.

THIS IS A RELEASE OF LIABILITY-YOU MUST READ AND FULLY UNDERSTAND THIS BEFORE SIGNING AND PARTICIPATING IN ADULT SOFTBALL PLAY AT DRIPPING SPRINGS SPORTS & RECREATION PARK. YOU MUST BE OVER THE AGE OF 18 TO SIGN THIS WAIVER.

Participant Name: _____

Event Location: Dripping Springs Sports and Recreation Park Adult Softball Fields

Event Date(s): April 5, 2021 - September 30, 2021

Participant Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: (____) _____ E-mail Address: _____

I, THE NAMED PARTICIPANT, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby acknowledge that I voluntarily have applied to participate in the ADULT SOFTBALL PLAY. I understand that the act of ADULT SOFTBALL involves known and unknown risks of injury to me and other people, which includes but is not limited to death, permanent or temporary paralysis, disability, or other injury, as well as damage to my equipment and personal property. Some of these risks include the risks inherent in play such as falling and coming into contact with the ground, bases, bats, balls, and other players, latent or apparent defects or conditions in equipment or property, and passive or active negligent acts of myself, the City of Dripping Springs ("The City"). I understand that the above list of risks is not complete or exhaustive and that those and other risks known or unknown. **I assume all risks associated with using the ADULT SOFTBALL FIELDS for league play located at Dripping Springs Sports and Recreation park, even if they arise from the negligence of the City of Dripping Springs, promoters, officials, advertisers, and property owners. By signing this release of liability and participating in the Adult Softball Season, I hereby fully and forever release and discharge, indemnify and hold harmless the City of Dripping Springs and their employees and agents from any and all liabilities, claims, demands, damages, rights of action, suits or causes of action present of future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of said premises, facilities or equipment.**

Name of Participant Using Facility (Print)

____/____/_____
Date of Birth

Signature of Participant Using Facility (Must be 18 or older)

Today's Date ____ / ____ / ____

Phone (____) _____ - _____



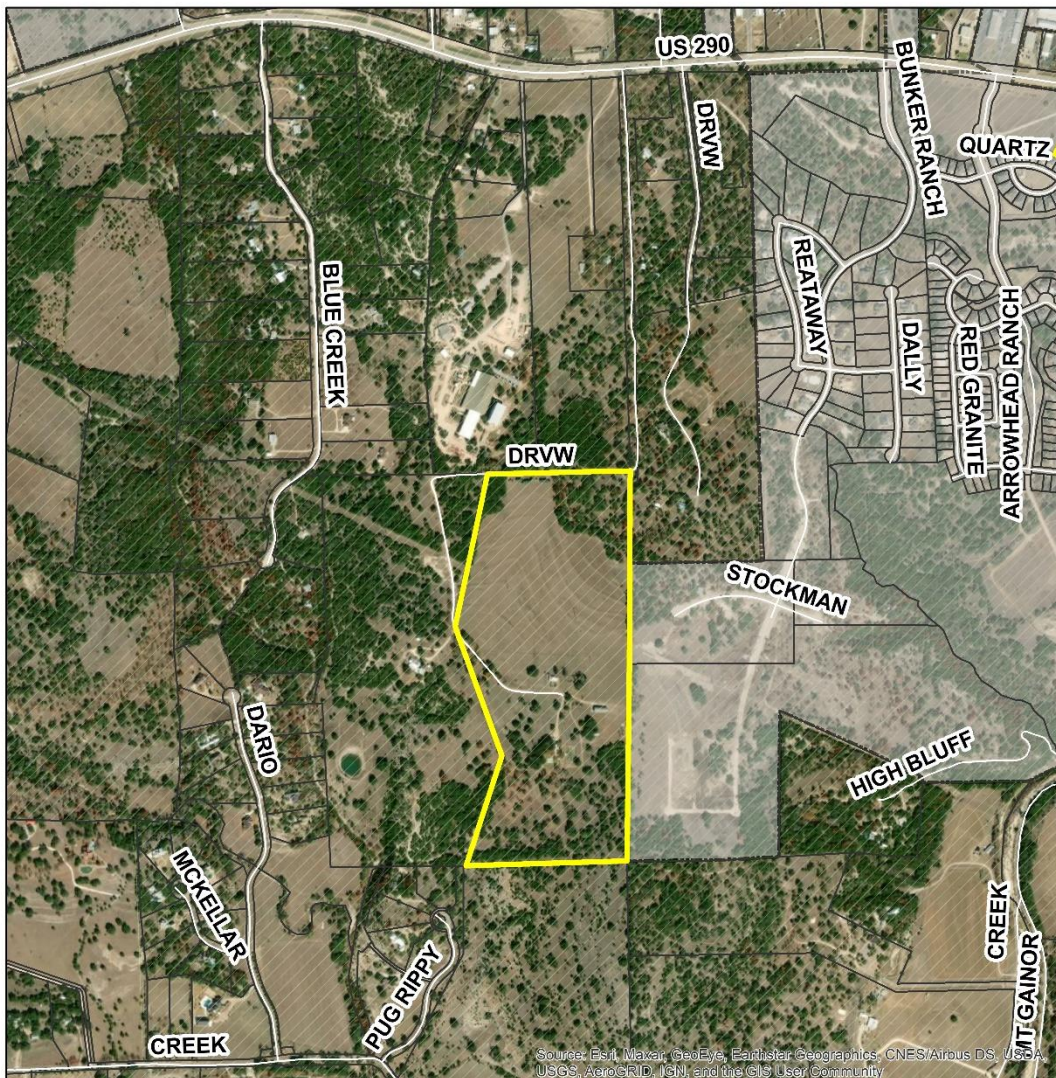
City Council Planning Department Staff Report

Item # 11.

City Council Meeting: April 13, 2021
Project No: ANNEX2021-0002
Project Planner: Amanda Padilla, Senior Planner

Item Details

Project Name: Hardy Tract
Property Location: 2901 W US Highway 290, Dripping Springs, Texas, 78620
Legal Description: A0222 BENJAMIN F HANNA SURVEY, ACRES 79.61, (1.00 AC HS)
Applicant: Civil and Environmental Consultants, Inc.
Property Owners: P & H Family Limited Partnership No. 1
Request: Request for voluntary annexation and to begin negotiations regarding service agreement.



Location Map

ANNEX2021-0002
2901 W US Highway 290
Hardy Tract

- Site
- Roads
- Parcel Lines
- City Limits Full Purpose
- Dripping Springs ETJ



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Overview

The applicant submitted a petition for voluntary annexation into the City. Pursuant to state law, if the City desires to annex the area, the City is required to enter into an agreement with property owner(s) regarding services to be provided upon annexation. The Annexation Agreement contains the same language as what the City uses for its service plans. This agenda item is requesting consideration from City Council to move forward with negotiating the services agreement with the owner(s) to annex the approximate 78.021 acres into the City of Dripping Springs.

The property is located at 2901 W US Highway 290, Dripping Springs, Texas 78620.

If the annexation moves forward, the City will hold a public hearing and with proposed action at the May 11, 2021 City Council meeting regarding the annexation. Single-Family Residential District - Moderate Density (SF-2) and Multiple-Family Residential District (MF) zoning has been requested and would go to Planning and Zoning Commission on April 27, 2021 and to City Council on May 11, 2021.

The annexation of the property is the first step to development of a tract within the City of Dripping Springs City Limits. Here are the next potential steps. (Additional steps may be needed depending on the requested development).

Step 1. Annexation

The first step for development within the City Limits. Annexation does not guarantee a specific zoning district, or subdivision, site plan, and building permit approval. It does guarantee that most existing uses will be allowed to remain even if nonconforming if they were legal when implemented.

Step 2. Zoning

The applicant is proposing to add additional housing units to the property. This requires a rezoning application which will be reviewed by P&Z and City Council for whether that zoning district is compatible with surrounding uses and the comprehensive plan.

Step 3. Subdivision

Subdivision (platting) of the land would be necessary if the applicant is proposing additional units or lots. If the applicant intends the units to be on one lot, the applicant will need to rezone the property to allow for a multi-family use.

Step 4. Site Development

If the property contains more than one main residential house a site plan may be required for the lot. Site Plan does not guarantee building permit approvals, such as Septic (OSSF) approvals.

Step 5. Building permits

The applicant will need to apply for building permits and will need to contact the Building Department once all other approvals are met, if any.

The annexation of the property located at 2901 W Us Highway 290 would benefit the City by allowing the City control of the development. With the Property within the City limits, we can ensure proper development with

items such as Exterior Design, Lighting, landscaping, tree preservation, zoning, etc. Annexation causes an increase in Impervious Cover on the property as well. However, if the property is not annexed the applicant would be allowed only a 35% impervious cover but allowed any use that the owner saw fit.

Public Notification

If the annexation application is accepted, public notice will be published in the newspaper for the public hearing for annexation at the May 11, 2021 City Council meeting.

Attachments

Exhibit 1: Annexation Application

Exhibit 2: Survey

Recommended Action:	Approval of the annexation application to allow staff to negotiate with the owner(s) further regarding the municipal services agreement.
Alternatives/Options:	Postpone or deny action.
Budget/Financial Impact:	Once annexed into the city, the property will be subject to property taxes and development fees.
Public Comments:	No written public comment was received for this request.
Enforcement Issues:	N/A



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

Item # 11.

ANNEXATION APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME P & H FAMILY LIMITED PARTNERSHIP No. 1
STREET ADDRESS P O BOX 1696
CITY Dripping Springs STATE TX ZIP CODE 78620
PHONE _____ EMAIL _____

APPLICANT NAME Cristina Cordoba / Brian Estes
COMPANY Civil and Environmental Consultants Inc.
STREET ADDRESS 3711 S. Mo Pac Expy Suite 550
CITY Austin STATE Texas ZIP CODE 78746
PHONE 512-439-0400 EMAIL cordoba@cecinc.com

TYPE OF ANNEXATION APPLICATION

☒ PROPERTY OWNER(S) WITH ANNEXATION
AGREEMENT (TEXAS LOCAL GOVERNMENT CODE
43.0671).

☐ VOTERS-LESS THAN 200 POPULATION-AT LEAST
50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE
43.0681)

☐ DEVELOPMENT AGREEMENT (TEXAS LOCAL
GOVERNMENT CODE 212.172)

PROPERTY INFORMATION

PROPERTY OWNER NAME	P & H FAMILY LIMITED PARTNERSHIP No. 1
PROPERTY ADDRESS	2901 W US 290, DRIPPING SPRINGS, TX 78620
CURRENT LEGAL DESCRIPTION	A0222 BENJAMIN F HANNA SURVEY, ACRES 77
TAX ID#	R15103
CURRENT LAND USE	AG
REQUESTED ZONING	SF-2 and MF-CO
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Annex into full purpose city limits
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	Mixture of single-family home lots and multi-family lots with garden home villages

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Brian Estes (Civil & Environmental Consultants, Inc.) is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

[Signature]
Name

PRINCIPAL
Title

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 5th day of March, 2021 by Hardy E. Thompson, III

[Signature]
Notary Public, State of Texas Susan Rosson

My Commission Expires: 12-10-2024

Hardy E. Thompson, III
Name of Applicant



ANNEXATION APPLICATION SUBMITTAL

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



03/12/2021

Applicant Signature

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u> When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/> n/a	Copy of any Agreements with City including Utility or Development (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/> n/a	Information related to property's presence in a special district

Project Number: _____ - _____

Only filled out by staff

Date, initials



BILLING CONTACT FORM

Project Name: Bunker Ranch Phase 6 (Hardy Tract 77 Acres)Project Address: 2901 W US 290, Dripping Springs, TX 78620Project Applicant Name: Cristina Cordoba / Brian Estes


Billing Contact Information

Name: Steve HarrenMailing Address: 317 Grace Lane #240Austin, Texas 78746Email: steveharren@aol.com Phone Number: (512)644-6800

Type of Project/Application (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Alternative Standard | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input type="checkbox"/> Conditional Use Permit | <input checked="" type="checkbox"/> Subdivision |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Waiver |
| <input type="checkbox"/> Exterior Design | <input type="checkbox"/> Wastewater Service |
| <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Lighting Plan | <input checked="" type="checkbox"/> Zoning |
| <input type="checkbox"/> Site Development Permit | <input checked="" type="checkbox"/> Other <u>Annexation</u> |

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*



Signature of Applicant

3/12/2021

Date

LEGAL DESCRIPTION

BEING A 78.021 ACRE TRACT OF LAND (INCLUDING A 60 SQUARE FOOT AREA IN CONFLICT) OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 79.61 ACRE TRACT CONVEYED TO P & H FAMILY LIMITED PARTNERSHIP NO. 1 AS TRACT A BY DEED OF RECORD IN VOLUME 1733, PAGE 755, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 78.021 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod with “CEC” cap set at the northeast corner of the remainder of said 79.61 acre tract, being an interior “ell” corner of a called 4.25 acre tract described in Exhibit C of said deed recorded in Volume 1733, Page 755, O.P.R.H.C.T.;

THENCE, along the common line of said remainder of 79.61 acre tract and of said 4.25 acre tract, S00°25’57”W, a distance of 60.03 feet to a ½ inch iron rod with “CEC” cap set for the easterly common corner of said 78.021 acre tract and of said remainder of 79.61 acre tract and the **POINT OF BEGINNING**, hereof.

THENCE, along the common line of said 78.021 acre tract and partially of said 4.25 acre tract and then partially of a called 44.123 acre tract conveyed to the Elry and Barbara Hudson Living Trust by deed of record in Volume 2851, Page 80, O.P.R.H.C.T., S00°25’57”W, passing at distance of 39.91 feet, a ½ inch iron rod found at the westerly common corner of said 4.25 acre tract and of said 44.123 acre tract, continuing for a total distance of 652.82 feet to a ½ inch iron rod found at the westerly common corner of said 44.123 acre tract and of Bunker Ranch Phase 2, a subdivision of record in Document No. 20017197, O.P.R.H.C.T.;

THENCE, along the common line of said 78.021 acre tract and partially of said Bunker Ranch Phase 2 and then partially of Bunker Ranch Phase 3, a subdivision of record in Document No. 21009701, O.P.R.H.C.T., S00°21’25”W, passing at 629.14 feet, a ½ inch iron rod with “CEC” cap set at the westerly common corner of said Bunker Ranch Phase 2 and said Bunker Ranch Phase 3, continuing for a total distance of 2,259.99 feet to a ½ inch iron rod found at the westerly common corner of said Bunker Ranch Phase 3 and of a called 18.250 acre tract conveyed to The Overlook at Bunker Ranch, LLC by deed of record in Document No. 20061246, O.P.R.H.C.T.;

THENCE, bounding the area of conflict, the following two (2) courses and distances:

1. S05°53’31”E, a distance of 10.82 feet to a found ½ inch iron rod;
2. S86°15’32”W, a distance of 5.94 feet to an 8 inch cedar fence post found at the northerly common corner of said 18.250 acre tract and of a called 603.70 acre tract conveyed to Anna Marie Widen Speir, et al, by deed of record in Volume 1734, Page 427, O.P.R.H.C.T.;

THENCE, along the common line of said 78.021 acre tract and of said 603.70 acre tract, S88°42’30”W, a distance of 1,237.34 feet to a ½ inch iron rod with “CEC” cap set at the southerly common corner of said 78.021 acre tract and of a called 79.39 acre tract conveyed to P & H Family Limited Partnership No. 2 by deed of record in Volume 1733, Page 748, O.P.R.H.C.T.;

THENCE, along the common line of said 78.021 acre tract and of said 79.39 acre tract, the following three (3) courses and distances:

78.021 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
APRIL 1, 2021


Item # 11.

1. N18°14'48"E, a distance of 881.92 feet to a found ½ inch iron rod;
2. N19°44'58"W, a distance of 1,048.36 feet to a found 8 inch cedar fence post;
3. N12°13'46"E, a distance of 1,128.80 feet to a ½ inch iron rod set at the westerly common corner of said 78.021 acre tract and said remainder of 79.61 acre tract;

THENCE, along the common line of said 78.021 acre tract and of said remainder of 79.61 acre tract, N88°43'55"E, 1,100.12 feet to the **POINT OF BEGINNING**, and containing 78.021 acres (3,398,613 square feet) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

Witness my hand and seal this 1st day of April, 2021.


Frank William Funk, R.P.L.S. 6803
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419



P:\300-000\304-065\Survey\Draw\304-065-SV01 P AND H ANNEXATION.dwg[EXHIBIT SHEET 1 OF 3] LS:(04/01/2021 - funk) - LP: 4/1/2021 3:07 PM

PATRIOT ERECTORS, LLC
CALLED 36.802 ACRES
DOC. NO. 18016400
O.P.R.H.C.T.

P&H FAMILY
LIMITED PARTNERSHIP NO. 1
REMAINDER OF A
CALLED 79.61
ACRE TRACT
VOL. 1733, PG. 755
O.P.R.H.C.T.

MIGUEL SILVA AND ANGELICA SILVA
CALLED 49.98 ACRES
DOC. NO. 15020907
O.P.R.H.C.T.

P&H
LIM
PARTNERSHIP
NO. 1 & NO. 2
CALLED 4.25 ACRE
VOL. 1733,
PG. 748
VOL. 1733,
PG. 755
O.P.R.H.C.T.

P&H FAMILY
LIMITED
PARTNERSHIP
NO. 2
CALLED 79.39
ACRES
VOL. 1733,
PG. 748
O.P.R.H.C.T.

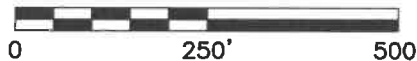
78.021 ACRES
(3,398,613 SQUARE FEET)

P&H FAMILY
LIMITED PARTNERSHIP NO. 1
A PORTION OF A CALLED
79.61 ACRE TRACT
VOL. 1733, PG. 755
O.P.R.H.C.T.



NORTH

SCALE IN FEET



MATCH LINE SEE SHEET 2

THE BASIS OF BEARINGS SHOWN HEREON IS THE
TEXAS COORDINATE SYSTEM, NSRS 2011(2012A),
SOUTH CENTRAL ZONE, UTILIZING THE LEICA SMARTNET
CONTINUALLY OPERATING REFERENCE NETWORK.

500°25'57"W 60.03'

ELRY AND BARBARA
HUDSON LIVING TRUST
CALLED 44.123 ACRES
VOL. 2851, PG. 80
O.P.R.H.C.T.

612.91'

629.14'

500°21'25"W 2259.99'

1630.85'

LOT 14

LOT 15

LOT 16

BUNKER RANCH
PHASE 2

DOC. NO. 20017197
O.P.R.H.C.T.

LOT 17

BUNKER RANCH
PHASE 3
DOC. NO. 21009701
O.P.R.H.C.T.

LOT 1



Civil & Environmental Consultants, Inc.

3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746

Ph: 512.439.0400 · Fax: 512.329.0096

Texas Registered
Surveying Firm 10194419

www.cecinc.com

Texas Registered
Engineering Firm F-38

STEVE HARREN

CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

P & H TRACT
ANNEXATION EXHIBIT

DRAWN BY:	ESH	CHECKED BY:	FWF	APPROVED BY:	FWF	SHEET NO.:
DATE:	APRIL, 2021	DWG SCALE:	1"=250'	PROJECT NO:	304-065	1 OF 3

MATCH LINE SEE SHEET 1

P&H FAMILY
LIMITED PARTNERSHIP
NO. 2
CALLED 79.39 ACRES
VOL. 1733, PG. 748
O.P.R.H.C.T.

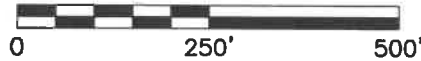
78.021 ACRES
(3,398,613 SQUARE FEET)

P&H FAMILY
LIMITED PARTNERSHIP NO. 1
A PORTION OF A CALLED
79.61 ACRE TRACT
VOL. 1733, PG. 755
O.P.R.H.C.T.



NORTH

SCALE IN FEET

SEE DETAIL "A"
SHEET 3

S88°42'30"W 1237.34'

ANNA MARIE WIDEN SPEIR, ET AL
CALLED 603.70 ACRES
VOL. 1734, PG. 427
O.P.R.H.C.T.

LOT 1
LOT 2
LOT 3
BUNKER RANCH
PHASE 3
DOC. NO. 21009701
O.P.R.H.C.T.

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

S05°53'31"E 10.82'

S86°15'32"W 5.94'

THE OVERLOOK AT
BUNKER RANCH, LLC
CALLED 18.250 ACRES
DOC. NO. 20061246
O.P.R.H.C.T.

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS
COORDINATE SYSTEM, NSRS 2011(2012A), SOUTH CENTRAL
ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY
OPERATING REFERENCE NETWORK.

**Civil & Environmental Consultants, Inc.**

3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746

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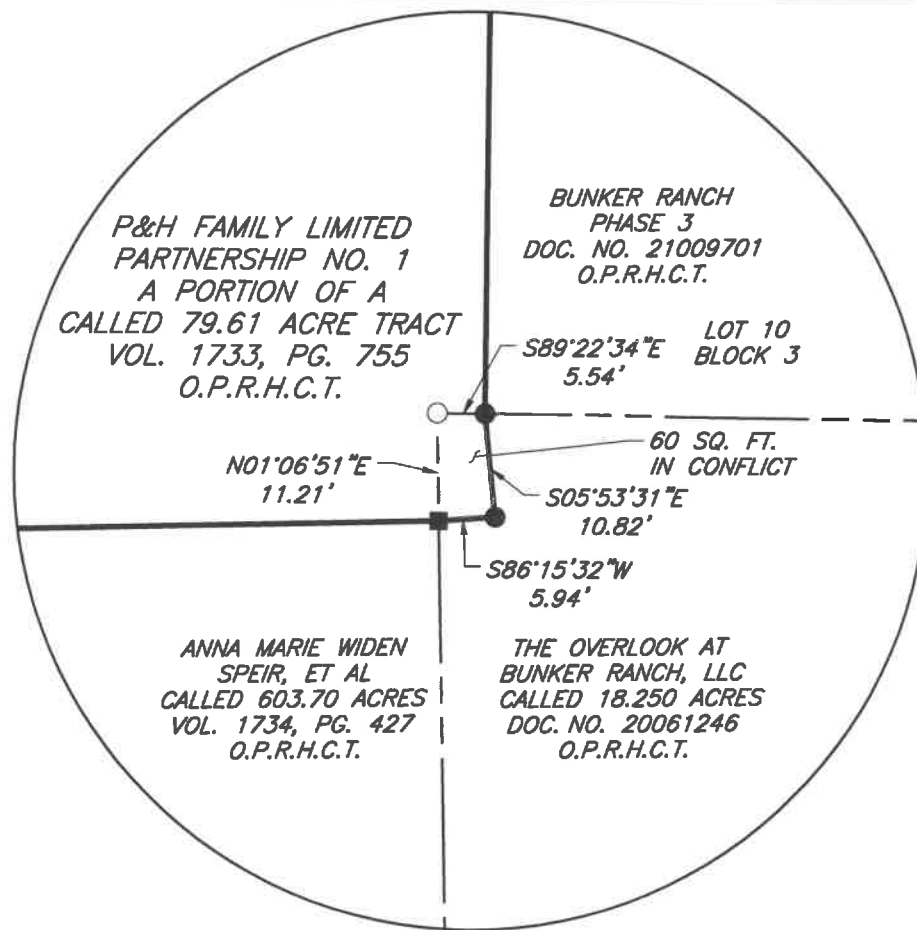
www.cecinc.com

Texas Registered
Engineering Firm F-38

STEVE HARREN

CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXASP & H TRACT
ANNEXATION EXHIBIT

DRAWN BY:	ESH	CHECKED BY:	FWF	APPROVED BY:	FWF	SHEET NO.:
DATE:	APRIL, 2021	DWG SCALE:	1"=250'	PROJECT NO:	304-065	2 OF 3



DETAIL "A"
SCALE 1" = 20'

LEGEND:

- 1/2" IRON ROD FOUND
- FENCE POST FOUND
- 1/2" IRON ROD SET W/ "CEC" CAP

————— SUBJECT PROPERTY LINE

----- ADJACENT PROPERTY LINE

O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

DOC. NO. DOCUMENT NUMBER

VOL. VOLUME

PG. PAGE



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Engineering Firm F-38

STEVE HARREN

CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

P & H TRACT
ANNEXATION EXHIBIT

DRAWN BY:	ESH	CHECKED BY:	FWF	APPROVED BY:	FWF	SHEET NO.:
DATE:	APRIL, 2021	DWG SCALE:	1"=250'	PROJECT NO:	304-065	3 OF 3



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

Submitted By: Laura Mueller, City Attorney

City Council Meeting Date: April 13, 2021

Agenda Item Wording: Discuss and consider approval of Amended Lease Agreement for use of the Veterans Memorial Park by the Veterans of Foreign Wars and American Legion.

Agenda Item Requestor: VFW/American Legion-Charles Busbey

Summary/Background: The City has leased an area of Veterans Memorial Park to the VFW and American Legion posts in Dripping Springs. This agreement is an extension and update of the agreement. Changes include responsibilities for maintenance of the area including landscaping and clarification of events on the site.

Commission Recommendations: Approval with extra time in term.

Recommended PRCActions: Recommend approval.

Attachments: Lease Extension, Pictures of Site, plat overlay, staff report.

Next Steps/Schedule: VFW/American Legion will prepare a landscape plan for the front garden for Craig's approval and then will plant and maintain the area..

STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF DRIPPING SPRINGS §

**PARTIAL EXTENSION OF LEASE AGREEMENT:
Triangle**

1. **Date:** October 15, 2019
2. **Landlord:** City of Dripping Springs, Texas, an incorporated municipality.
3. **Landlord's Address:** City Hall, 511 Mercer Street, Dripping Springs, Texas 78620
4. **Tenants:** Veterans of Foreign Wars (VFW) Post 2933
American Legion Post 290
5. **Tenants' Address:** American Legion Post 290
P. O. Box 1413
Dripping Springs, Texas 78620
6. **Premises:**
 - A. **Description:** The tract commonly known in the community as the "Triangle," that being the grounds.
 - B. **Location:** Intersection of Highway 290 West and Ranch Road 12
 - C. **Street Address:** 27500 Ranch Road 12
 - D. **City, State, Zip:** Dripping Springs, Texas 78620
7. **Base Rent:** Ten (\$10.00) per year
8. **Extension:** In accordance with Section 8 of the Lease Agreement dated November 8, 2005, the Landlord and Tenant are exercising their option to extend (i.e., renew) the lease for an additional two-year period through October 31, 2021, except that the building on the premises is no longer a part of the Lease Agreement as it has been removed from the premises.
9. **Termination:** This lease may be terminated by either party upon receipt of written notice ninety (90) days prior to the termination date.
10. **Purpose:** The Premises are to be used exclusively by Tenants for the purposes of conducting meetings and civic events, including those open to the public. It is contemplated that the Premises will be used for Tenants' memorial site and for private and public events related to the

purpose of the VFW and American Legion.

11. Clauses & Covenants:

A. Tenants agree to:

1. Accept the Premises in their present condition “AS IS” the Premises being currently suitable for Tenants’ intended use.
2. Obey all laws, ordinances, orders, rules and regulations applicable to the use, condition, and occupancy of the Premises.
3. Pay the Base Rent to Landlord at Landlord’s Address on the first day of every year, with the first payment due upon execution of this Lease.
4. Allow Landlord to enter the Premises to perform Landlord’s obligations, to inspect the Premises, and to use the City’s storage area on the Premises.
5. Repair any damage to the Premises caused by Tenants.
6. Maintain the Premises in a condition suitable for its intended use under this lease, including any landscaping, fencing, and the Welcome Sign.
7. Maintain public liability insurance for the Premises and the conduct of Tenant’s use in an amount of five hundred thousand dollars (\$500,000.00), naming Landlord as an additional named insured.
8. Maintain insurance on Tenant’s improvements and personal property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas.
9. Deliver certificates of insurance to the Landlord before the execution of this Lease and thereafter when requested.
10. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant’s use of the Premises.
11. Vacate and surrender the Premises on termination of this lease, including termination upon ninety (90) days notice by Landlord in cases of neglect, waste, or failure to pay timely rent.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than that stated in this Lease.
2. Create or permit a nuisance.

3. Permit any waste.
4. Use the Premises in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the premises.
5. Alter the Premises without Landlord's written consent, which may be given by the City Council.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term, unless terminated in accordance with this lease.
2. Maintain the Premises in a condition suitable for its intended use under this lease.

D. Landlord & Tenant agree to the following:

1. *Alterations.* Tenant is prohibited from making any permanent physical alterations to the Premises without Landlord's written consent. Tenant shall submit all construction plans and site plans to Landlord prior to construction for Landlord's approval. All permanent improvements made by Tenants shall become fixtures that remain with the Premises at the conclusion of the Lease Term.
2. *Release of Claims/Subrogation.* Tenant agrees to release Landlord from any claim, by subrogation or otherwise, for any damage to the Premises, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
3. *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
4. *Casualty/Total or Partial Destruction.* If the Premises are damaged by casualty, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten (10) days. If Tenant does not terminate this lease, the lease will continue.
5. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide Essential Services to Tenant within ten (10) days after written notice.

6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are, if Landlord fails to comply with any provision of this lease within thirty (30) days of written notice to terminate this lease.
7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.
8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to: (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
9. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
10. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at-will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
12. *Attorney's Fees.* If Landlord retains an attorney to enforce this lease and Landlord prevails in litigation, Landlord is entitled to recover reasonable attorney's fees and court and other costs.
13. *Law and Venue.* This lease shall be governed by the laws of the State of Texas. Venue is in any court of competent jurisdiction over the City of Dripping Springs, Hays County, Texas.
14. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
15. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed

by Landlord and Tenant.

16. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
17. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
18. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

LANDLORD:

City of Dripping Springs



Todd Purcell, Mayor

11/13/19
Date

TENANTS:

VFW Post 2933



Ben Adair, Commander

Sherry Barnett

12/2/19
Date

American Legion Post 290



Signature

BEN ADAIR, COMMANDER POST 290
Printed Name

27 NOV 2019
Date

STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF DRIPPING SPRINGS §

PARTIAL EXTENSION OF LEASE AGREEMENT: Triangle

1. **Date:** April 13, 2021
2. **Landlord:** City of Dripping Springs, Texas, an incorporated municipality.
3. **Landlord's Address:** City Hall, 511 Mercer Street, Dripping Springs, Texas 78620
4. **Tenants:** Veterans of Foreign Wars (VFW) Post 2933
American Legion Post 290
5. **Tenants' Address:** American Legion Post
290, P. O. Box 1413,
Dripping Springs, Texas 78620
6. **Premises:**
 - A. **Description:** Lots 1 and 2 of the Veteran's Memorial Park Subdivision as shown in Exhibit "A".
 - B. **Location:** Intersection of Highway 290 West and Ranch Road 12
 - C. **Street Address:** 27500 Ranch Road 12
 - D. **City, State, Zip:** Dripping Springs, Texas 78620
7. **Base Rent:** Ten (\$10.00) per year
8. **Extension:** In accordance with Section 8 of the Lease Agreement dated November 8, 2005, the Landlord and Tenant are exercising their option to extend (i.e., renew) the lease for an additional two-year period through October 31, 2024, except that the building on the premises is no longer a part of the Lease Agreement as it has been removed from the premises.
9. **Termination:** This lease may be terminated by either party for any reason upon receipt of written notice ninety (90) days prior to the termination date.
10. **Purpose:** The Premises are to be used exclusively by Tenants for the purposes of conducting meetings and civic events, including those open to the public. It is contemplated that the Premises

will be used for Tenants' memorial site and for private and public events related to the purpose of the VFW and American Legion. All events and activities shall comply with City ordinance and park rules including special event permit requirements when required. Tenants shall provide notice to City prior to any public events in order to ensure coordination with City rental of remainder of Veterans Memorial Park.

11. Clauses & Covenants:

A. Tenants agree to:

1. Accept the Premises in their present condition "**AS IS**" the Premises being currently suitable for Tenants' intended use.
2. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises.
3. Pay the Base Rent to Landlord at Landlord's Address no later than the October 15th of each year, with the first payment due upon execution of this Lease.
4. Allow Landlord to enter the Premises to perform Landlord's obligations, to include inspect of the Premises.
5. Repair any damage to the Premises caused by Tenants.
6. Maintain the Premises in a condition suitable for its intended use under this lease, including the flagpole, the memorial wall, archways, and other related Tenant improvements. Within three months of execution of this Agreement, the lessees shall prepare a plan for the garden area in front of the Welcome Sign including planting and maintenance. The plan shall be provided for approval to the Maintenance Director and implemented by the Tenants or their designees.
7. Maintain public liability insurance for the Premises and the conduct of Tenant's use in an amount of five hundred thousand dollars (\$500,000.00), naming Landlord as an additional named insured.
8. Maintain insurance on Tenant's improvements and personal property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas.
9. Deliver certificates of insurance to the Landlord before the execution of this Lease and thereafter when requested.
10. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.

11. Vacate and surrender the Premises on termination of this lease, including termination upon ninety (90) days' notice by Landlord in cases of neglect, waste, or failure to pay timely rent.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than that stated in this Lease.
2. Create or permit a nuisance.
3. Allow for destruction or devaluation of the property.
4. Use the Premises in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the premises.
5. Alter the Premises without Landlord's written consent, which may be given by the City Council.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term, unless terminated in accordance with this lease.
2. Maintain the Premises in a condition suitable for its intended use under this lease.

D. Landlord & Tenant agree to the following:

1. *Alterations.* Tenant is prohibited from making any permanent physical alterations to the Premises without Landlord's written consent. Tenant shall submit all construction plans and site plans to Landlord prior to construction for Landlord's approval. All permanent improvements made by Tenants shall become fixtures that remain with the Premises at the conclusion of the Lease Term.
2. *Release of Claims/Subrogation.* Tenant agrees to release Landlord from any claim, by subrogation or otherwise, for any damage to the Premises, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
3. *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
4. *Casualty/Total or Partial Destruction.* If the Premises are damaged by casualty, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within

ten (10) days. If Tenant does not terminate this lease, the lease will continue.

5. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide Essential Services to Tenant within ten (10) days after written notice.
6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are, if Landlord fails to comply with any provision of this lease within thirty (30) days of written notice to terminate this lease.
7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.
8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to: (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
9. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
10. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at-will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
12. *Attorney's Fees.* If Landlord retains an attorney to enforce this lease and Landlord prevails in litigation, Landlord is entitled to recover reasonable attorney's fees and court and other costs.
13. *Law and Venue.* This lease shall be governed by the laws of the State of Texas. Venue is in any court of competent jurisdiction over the City of Dripping Springs, Hays County, Texas.
14. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral

representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

- 15. *Amendment of Lease.*** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
- 16. *Limitation of Warranties.*** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
- 17. *Notices.*** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
- 18. *Abandoned Property.*** Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

LANDLORD:

by: _____

Bill Foulds Jr., Mayor
City of Dripping Springs, Texas

date: _____

TENANTS:

by: _____

Jerry Martin, Commander
VFW Post 2933

date: _____

by: _____

Ben Adari, Commander
American Legion Post 290

date: _____

EXHIBIT "A"
Leased Premises



Item # 12.

MERCER

RR 12

CE

90

87



Election Ballot 2021

Please refer to separate materials accompanying the ballot for the qualifications of each candidate.

Three (3) Options to Cast Your Vote

1. Mail

- Mark your selections by placing an X or √ inside the appropriate boxes.
- Detach ballot and place in the enclosed envelope.
- Mail envelope to: Dripping Springs WSC, 101 Hays St, Ste 416, Dripping Springs, Texas 78620.
- Mailed ballots must be received by 12 pm, April 23, 2021, in order to be counted.

2. Deliver to Corporation's Office

Follow the instructions in #1 for mailing but deliver the forms to the Corporation's office at 101 Hays St, Ste 416, Dripping Springs, Texas 78620 by 12 pm, April 23, 2021.

3. In Person at the Member Meeting

- The Annual Meeting will be held on Monday, April 26, 2021, at 6p.m. at DSWSC office, 101 Hays Street, Ste 416, Dripping Springs, Texas 78620.
- This mailed ballot will not be valid for voting at the Meeting. Ballots will be provided during registration.

For voting assistance or a replacement ballot, please call DSWSC 512-858-7897 during business hours: Monday-Friday 8:00 a.m. – 5:00 p.m. (8:00 a.m. - 4:00 p.m. Fridays) or email: rickb@drippingspringswater.com.

THANK YOUR FOR PARTICIPATING IN THE 2021 ELECTION

Dripping Springs WSC Official Election Ballot

Mark your selections by placing an X or a √ inside the appropriate boxes.

Candidate names are listed in order from a random drawing.

Vote for up to 2 Candidates

☐ Donald Kelly

☐ Mark Key

☐ Rex Miller

Texas Water Code Sec. 67.0055:

Notice of Member Meeting for Dripping Springs Water Supply Corporation

The Member Meeting for the Dripping Springs Water Supply Corporation will be held at the Dripping Springs WSC office, 101 Hays Street, Ste 416, Dripping Springs, Texas 78620. The meeting will start at 6p.m. on April 26, 2021. The purpose of the meeting will be to update the membership on the business affairs of the corporation (and to conduct an election).

Members may request that items be placed on the agenda by contacting the Corporation's office during regular business hours at least one week prior to the date of the meeting. No motions may be accepted or action taken on issues brought up at the meeting from the floor. All action items must have been included in the Notice of Member Meeting posted 72 hours in advance of the Member Meeting in accordance with the Texas Open Meetings Act.

Members will check in with the Election Auditor who will verify whether the member has already submitted a ballot. Those members who are voting at the meeting will be provided with a ballot.

1. Presiding director calls the meeting to order at 6 p.m.
2. Presiding director makes a last call for submission of ballots.
3. Presiding director announces the total number of members present as of 6 p.m. at the meeting and the total number of ballots received prior to the meeting. Presiding director will then announce that a quorum of the membership is present and that the meeting may proceed. Election Auditor will begin counting the ballots.
4. Read and approve the previous Member Meeting minutes.
5. Update reports
 - a. Report of board president or presiding director
 - b. Report of Corporation manager
 - c. Auditor's report on system finances
 - d. Engineer's report on projects
 - e. Operator's report on system's operations and concerns
 - f. Attorney's report on current matters
6. Public Forum: Comments from individuals who signed up to speak, limited to three minutes each.
7. Include here any agenda item requested by a Member if requested one week (19 Apr 2021) prior to the Member meeting.
8. Election Results
 - a. Election Auditor provides the presiding director with a written report of the election results for director positions voted on by the members.

- b. Presiding director announces election results.
 - c. Presiding director introduces newly elected directors and if no objections, declares them as board members to assume the position of directors immediately.
 - d. Comments from the newly elected directors.
9. Closing comments by presiding director.
10. Meeting is adjourned.

After adjournment of the member meeting and director election, the board of directors will hold its first business meeting to elect officers from among the board of directors; appoint a Credentials Committee for the following year; designate those directors who have authority to sign checks on the behalf of the Corporation, if not otherwise designated by the Corporation's Bylaws; and discuss other items as specified in the notice of the directors meeting

MAR 25 2021

City of Dripping Springs

Dripping Springs Water Supply Corporation

2021 Board of Director Candidate Information

Board Position

Donald Kelly	Water System Member Since: 2018
<p>Previous Board of Director Experience: Belterra Water Board, 4 years</p> <p>Business/Government Experience: 20 years in sales with Lane Furniture Manufactory. 20 years in sales with Design Plan Lighting. 5 years as investigator for Texas State ID theft and Unemployment insurance fraud.</p> <p>Education: BBA James Madison University</p> <p>Personal Statement: I believe that my experience and background knowledge, I would be a contributing board member and an asset to the corporation. Being retired would allow me to attend meetings both regular and called. While serving on the Belterra Water board I was involved with finance/budget and customer care.</p>	

Board Position

Mark Key	Water System Member Since: 2005
<p>Previous Board of Director Experience: 2 years Hays Trinity Groundwater District. 6 years DSWSC</p> <p>Business/Government Experience: U.S. Navy 1991 - 1995</p> <p>Education: 1990 DS Graduate. Attended Hardin Simmons/ University of Texas. U.S. Navy "A" School-CTR</p> <p>Personal Statement: My name is Mark Key, it has been my privilege to serve the members of the DSWSC for the last 6 years. During my time on the board, we have completed several major infrastructure projects, gotten a permit increase from the ground water district that saved the membership hundreds of thousands of dollars per year, and implemented a number of conservation methods. If re-elected, I will continue improving our infrastructure and conservation programs. My most important goal, however, will be to secure a reliable long-term solution for water availability for our system.</p>	

Board Position

Rex Miller	Water System Member Since: 1982
<p>Previous Board of Director Experience: Dripping Springs Water Supply Corp. - 2 years Dripping Springs Parks and Recreation Board - 25 years</p> <p>Business/Government Experience: 26 years Texas Health and Human Services Commission</p> <p>Education: B.A. - University of Texas, Austin, Ph.D. - Texas A&M University</p> <p>Personal Statement: My education and work experience have taught me the importance of inclusive and comprehensive planning. I also know that the keys to management are performance measurement and standards. Having served on this board for two years I have a better understanding of the issues facing Dripping Springs Water Supply Corporation, especially securing a future water supply. I will work to ensure high quality water at the same time we protect the natural resources that provide our water.</p>	



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

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: 04/13/2021

Agenda Item Wording: Discuss and Consider Approval of a Resolution Amending the City of Dripping Springs Fee Schedule to Include After Hours Inspection Fees.

Agenda Item Requestor: Council Member Crow

Summary/Background: As development increases in the City, requests for construction inspections after hours or on weekends have been increasing. These inspections include but are not limited to road, stormwater, erosion control, water, wastewater, concrete, and asphalt inspections. The amendment to the fee schedule provides the City with the funding to conduct after hours inspections by City personnel or by utilizing a consultant inspector. The fee is set at \$150 per hour with a 2 hour minimum to cover the cost of a consultant inspector or the overtime rate of the City's Code Enforcement/Construction Inspector.

**Commission
Recommendations:**

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

Attachments: Ordinance. Staff Report.

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

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-_____

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 13: MISCELLANEOUS; AFTER HOURS INSPECTION FEE; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City acknowledges that the cost of the inspection services changes over time and should be updated; and

WHEREAS, the City Council finds that the attached schedule of fees is reasonable and prudent in light of the municipal resources and staff time expended in inspections of construction and related items after hours; and

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

WHEREAS, the fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances, Section 15 is amended so to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment “A”.

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 13th day of April 2021, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment A

CITY OF DRIPPING SPRINGS**MASTER FEE SCHEDULE****ARTICLE A1.000 (GENERAL PROVISIONS)****SECTION 13. MISCELLANEOUS**

* * *

13.21 After Hours Inspection Fees

After Hours Inspection Fee by City Staff or Consultant (including but not limited to: all road inspections, construction inspections, lighting inspections, building inspections, concrete pour and pre-pour, erosion control, water, wastewater, asphalt inspections and stormwater inspections):

- a. Applicability: the After Hours Inspection Fee will be charged when an inspection is done by City Staff on request of Owner or Applicant to be commenced or completed between the hours of 5 p.m. to 7 a.m. on a weekday or between 5 p.m. on Friday through 7 a.m. on Monday.
- b. Fee: the After Hours Inspection Fee is \$150 per hour with a two hour minimum. Two hour minimum does not apply if inspection commences within normal working hours and ends within one hour after after hours period begins.

Development Code Review Committee

March 25, 2021

High Density Zoning District

Agenda



01 Survey and
Website



02
Demographics



High Density

01 Survey and Website

- Complete by end of March

Preserve Dripping Springs Development Code Rewrite

The Dripping Springs Development Code rewrite is the City's effort to review and update the current Zoning Code to a Unified Development Code, so we created a development process that works for Dripping Springs.

With the update, the City will aim to create developments that better preserve and enhance the character, charm, and existing neighborhoods.

The new Development Code's goals are:

- Reorganize all Planning Code of Ordinances to a Unified Development Code
- Make the Development Code user friendly
- Update zoning districts to support and protect the distinct character of the City
- Modernize and customize the Development Standards
- Streamline the Development process
- Set clear expectations for development

We welcome your participation! Click here to take our survey!



Frequently Asked Questions

Learn more about the Development Code Rewrite.



Want to know more?

Email us any questions.



Involvement & Events

Take our survey. Check back here for upcoming events.

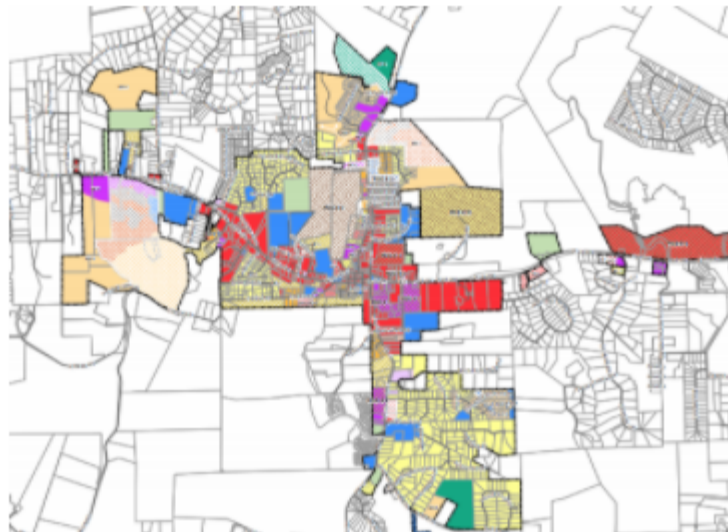


Development Code Timeline



Timeline is subject to change and all benchmark and dates are tentative.

Dripping Springs Current Zoning



- The first Zoning Ordinance that was enacted by the City of Dripping Springs was April 28, 1995.
- This Zoning Ordinance was based on the 1985 Comprehensive Plan.
- The City has done various amendments to the 1985 Zoning Ordinance but never a full rewrite
- Zoning has changed significantly from 1995 to 2020.
 - Such as certain land uses (CBD Shops, Coworking Spaces, microblading, etc.)

To view the current Zoning Map, [click here](#).

1

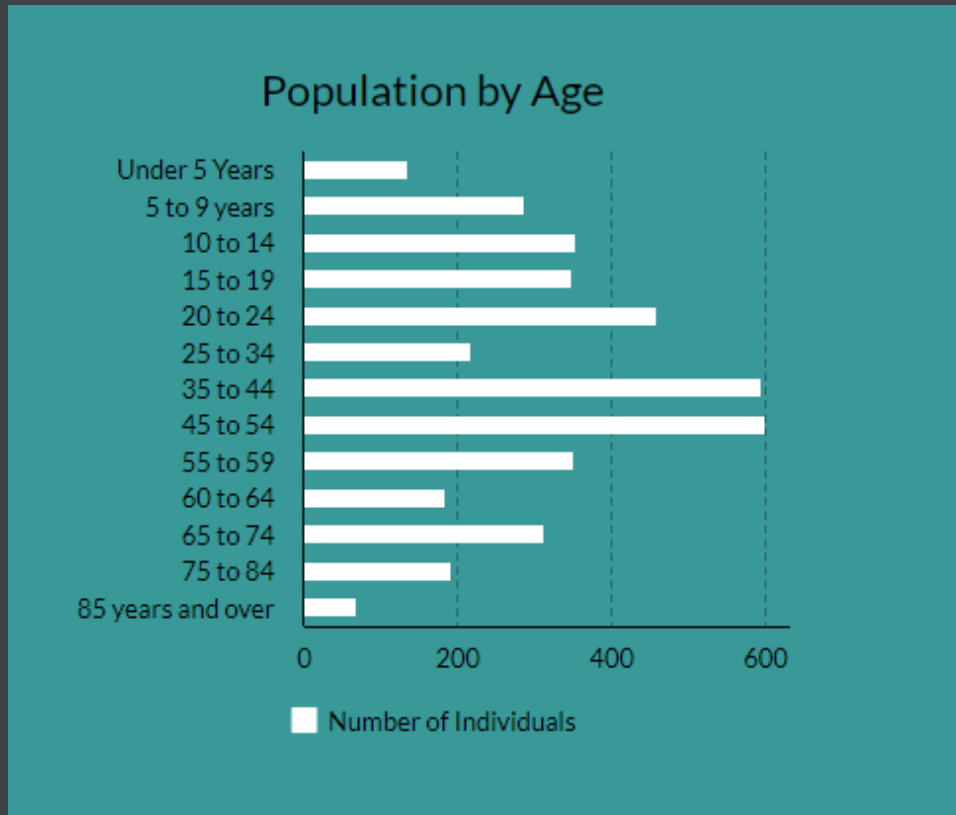


2





02 Demographics estimations 2019



- Population around 4,119
- Median Age = 37.9 yrs.
- Median Age in US = 38.1 yrs.
- Median Home Value = \$389,200
- Percentage of Owner-Occupied Housing = 67.5%
- Median Family Income (Austin-Round Rock, Hays County is a part of this) = \$97,600

According to the US Census Bureau a "housing-cost burden" is 30% of income spent on housing costs. This means with an MFI of \$97,600, a family with that MFI should not be paying more than \$29,280 a year for their mortgage. This is \$2,440 a month.

For example, if you budget for a monthly housing payment of \$2,440 with two percent annually going to taxes and insurance, assuming the current 30-year mortgage rate is 4%, the math "worked backwards" reveals a maximum home purchase price of \$344,111.

The Median Home Value in Dripping Springs is \$389,200 that is \$45,089 difference.

<https://www.census.gov/housing/census/publications/who-can-afford.pdf>

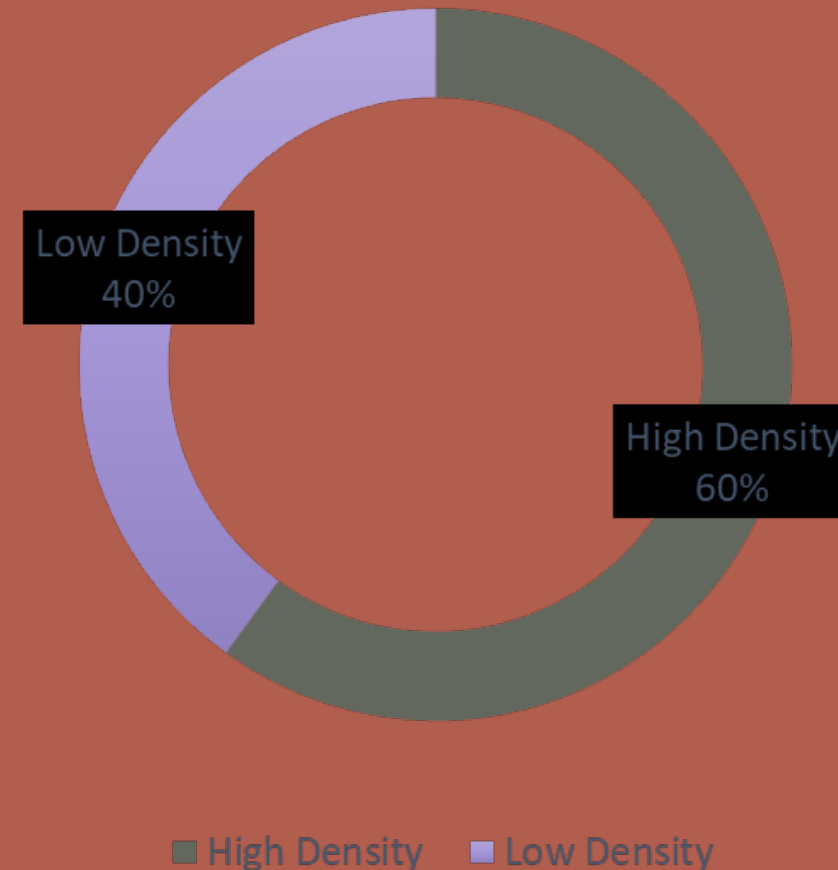
<https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

<https://themortgagereports.com/mortgage-calculator-report?hp=366076&dp=21965<=360&tr=1.81&yi=600&hoa=0&ir=4>

In a study conducted by Smart Growth America and National Association of Realtors 6 in 10 prospective homebuyers, when asked to choose between two communities, chose the neighborhood that offered a shorter commute, sidewalks and amenities like shops, restaurants, libraries, and schools.

Smart Growth America and National Association of Realtors®, 2004
American Community Survey: National Survey on Communities
(Washington, D.C.: Author, October 2004).

Prospective Home Owners



Density

For today, High density simply means new residential at a density that is higher than what is typically found in our existing community

For a city that is accustomed to 1 acre lots, single family houses on 5000 square foot lots is considered higher density

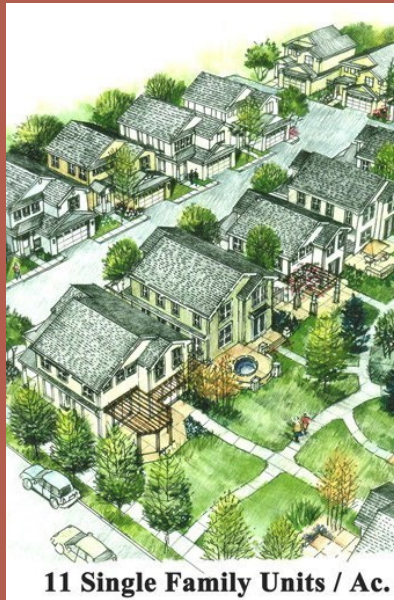
For larger cities townhomes (attached homes) and Apartments are what are considered higher density

Density is the amount of Development within a given area.

Residential Density is usually expressed as Dwelling units per acre (Net or Gross)



High Density



11 Single Family Units / Ac.



Benefits of Higher Density

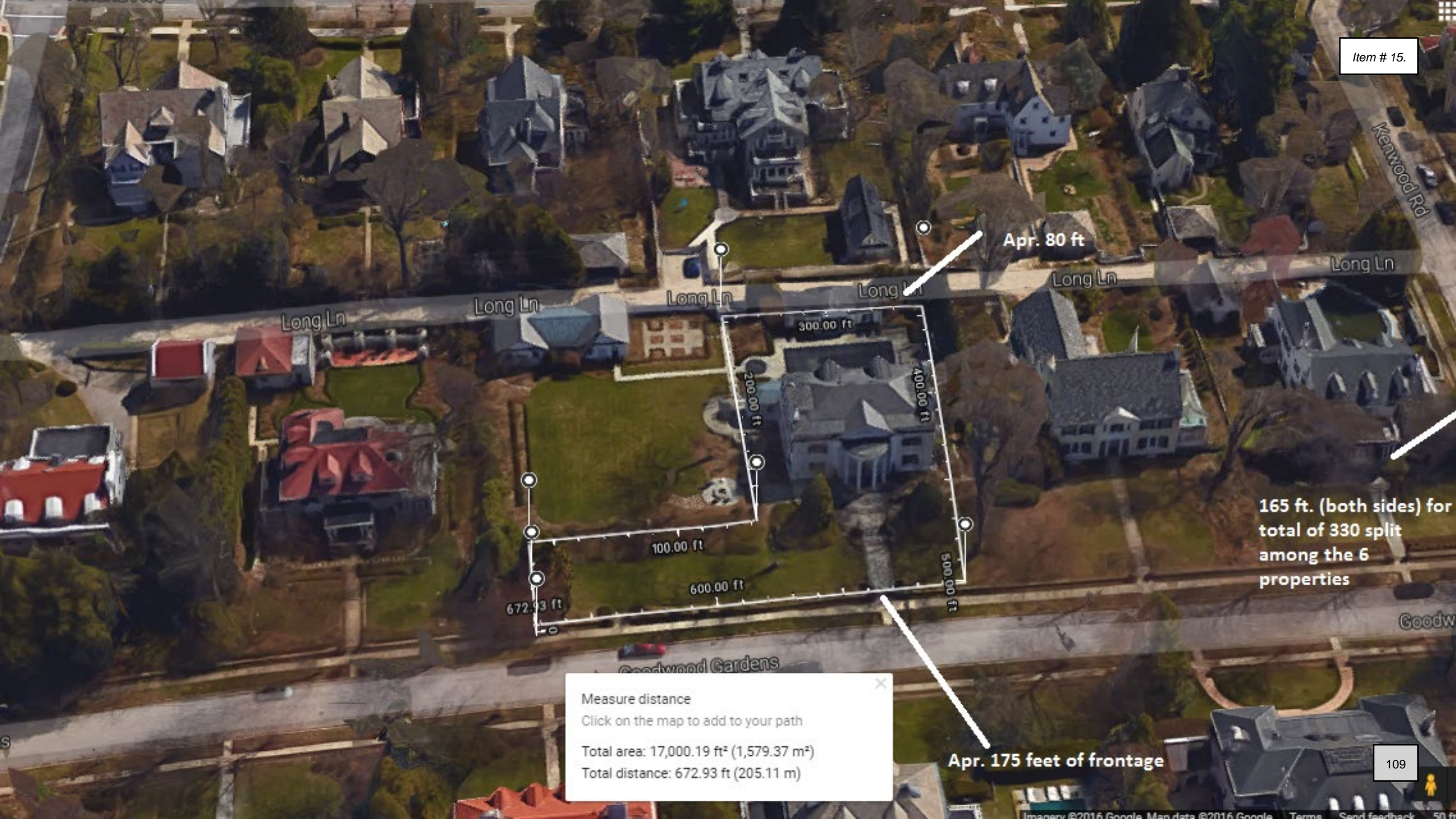
- Geographically easier to manage school districts
- Lower Cost to maintain infrastructure
- Lower Density /Urban Sprawl means less tax available to pay for infrastructure construction (and everything else)
- Lower Density means less tax per unit of area, even when property values are high
- Low density properties are served by much greater length/area of infrastructure that must be maintained and occasionally replaced
- More feet of water and sewer pipe and more road space per property
- Higher Density development helps attract new employers
- Higher density development can increase property values
- Decrease urban blight
- Attractive, well designed, and well-maintained higher density development attracts good residents and tenants and fits into existing communities.



Large Lot Luxury Estate
 - Value/sq. ft.: \$65 (80% is improvement)
 - Annual Tax receipts: \$62,500 per acre
 - Annual Tax/ft. of infrastructure: \$88

Middle Income Rowhome
 - Value/sq. ft.: \$125 (57% is improvement)
 - Annual Tax receipts: \$125,000 per acre
 - Annual Tax/ft. of infrastructure: \$108





Apr. 80 ft

Long Ln

Long Ln

Long Ln

Long Ln

Long Ln

Long Ln

Kenwood Rd

165 ft. (both sides) for
total of 330 split
among the 6
properties

Goodw

Goodwood Gardens

Measure distance
Click on the map to add to your path
Total area: 17,000.19 ft² (1,579.37 m²)
Total distance: 672.93 ft (205.11 m)

Apr. 175 feet of frontage



Item # 15.

Wine Underground

Dewey Ave

Roland Heights Ave

Evans Chapel Rd

1,000.00 ft

1,500.00 ft

500.00 ft

2,000.00 ft

W Cold Spring Ln

Measure distance

Click on the map to add to your path

Total area: 214,954.67 ft² (19,969.94 m²)

Total distance: 2,802.26 ft (854.13 m)

CODS Residential High Density

Current Code

Single-Family Residential - Town Center (SF-3)

- The SF-3, Single-Family Residential District is intended to promote stable, quality, detached-occupancy residential development on individual lots at increased densities. Individual ownership of each lot is encouraged. This district provides a “buffer” or transition district between lower density residential areas and multiple-family or nonresidential areas or major thoroughfares.

Proposed

High Density Residential

- High Density residential district is intended to promote stable, quality, detached residences and related accessory structures and provide residential development at urban densities in locations well served by public utilities and roadways. This district should have adequate thoroughfare access and be relatively well connected with community and neighborhood facilities such as schools, parks, and shopping centers.

Current Code

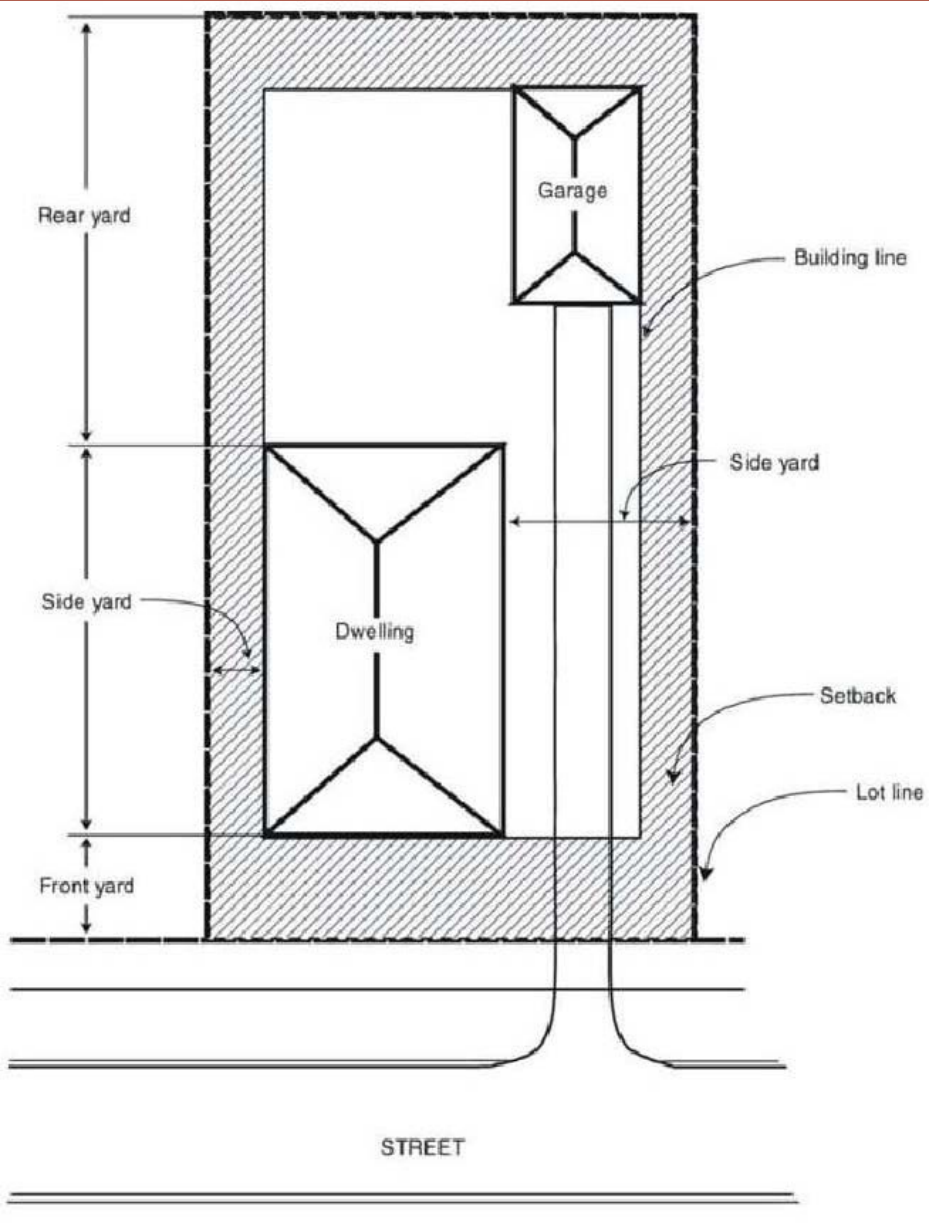
Single-Family Residential - Town Center (SF-3)

- Permitted Uses:
 - Those uses listed in the City's zoning ordinance for the GR District or any less intense residential district.

Proposed

High Density Residential

1. Single-family detached (minimum lot size: 5,500 square feet).
2. Single-family attached (provided that certain requirements are met).
3. Single-family, zero lot line (provided that certain requirements are met).
4. Those residential uses identified in the Use Tables of the Code as allowed in the Residential District.
5. Those non-residential uses identified in the Use Tables in Chapter 5 of this Code as allowed in the RS District.
6. Those accessory uses identified in the Code that may be compatible with the primary uses allowed in the Residential District.



Current Code

Single-Family Residential - Town Center (SF-3)

- Lots Size: 3,500 SF
- Lot Width: 35 ft
- Side Setbacks:
 - Front – 10 ft
 - Interior Side – 5 ft
 - Street Side – 7.5 ft
 - Unloaded Street – don't define
 - Rear – 10 ft
 - Garage – 25 ft

Proposed

High Density Residential

- Lot Size: 5,500SF
- Lot Width: 50 ft
- Side Setbacks:
 - Front – 20 ft
 - Interior side – 6 ft
 - Street side – 15 ft
 - Unloaded Street – 20 ft
 - Rear – 10 ft
 - Garage – 25 ft

Current Code

Single-Family Residential - Town Center (SF-3)

- Building Height:
 - Main Building(s) Height: Maximum two and one-half (2-1/2) stories, or forty feet (40') for the main building or house, whichever is less.
 - Accessory Building(s) Height: Maximum fifteen feet (15') for accessory buildings, including a detached garage or accessory dwelling units.
- Impervious Cover: 65%

Proposed

High Density Residential

- Building Height: 35 ft
- Impervious Cover : 50%

Current Code

Single-Family Residential - Town Center (SF-3)

Special Requirements:

- (a) **Separate Utilities:** All utilities shall be provided separately to each unit within the SF-3 district so that each unit is individually metered.
- (b) **Maintenance for Common Areas:** A property owners' association is required for continued maintenance of common land and/or facilities.
- (c) **Garage Space Required:** The elimination of a garage space by enclosing the garage with a stationary building wall is prohibited.
- (d) **On-Site Dwellings:** Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (e) **Open Storage:** Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, etc.).
- (f) **Swimming pools:** Swimming pools shall be constructed and enclosed in accordance with the City's Building Code.
- (g) **Nonresidential Uses:** Site plan approval shall be required for any nonresidential use, including a school, church, child-care center, group home, or private recreation facility, in the SF-3 District. Any nonresidential land use that may be permitted in this district shall conform to the Local Retail District standards.
- (h) **Temporary Facilities:** There shall be no permanent use of temporary facilities or buildings.
- (i) **Special Purpose Nonresidential Lots:** These lots, including, but not limited to landscape lots and utility lots, are exempt from regulations described in these SF-3 districts (see Plat for use notes).

Proposed

High Density Residential

- **Garage Space Required:** The elimination of a garage space by enclosing the garage with a stationary building wall is prohibited.
- **On-Site Dwellings:** Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling purposes.
- **Open Storage:** Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, etc.).
- **Non-Residential and Accessory Design Standards.**
 1. Non-residential structures shall meet the lot and dimensional standards of the RS District and the applicable Commercial district
 2. Residential accessory structures shall meet the requirements of accessory structures (Later meeting)
 3. Residential accessory structures shall not exceed the height of the principal residential structure.
- **Special Purpose Nonresidential Lots:** These lots that are complementary to residential uses, including, but not limited to landscape lots and utility lots, are exempt from regulations described in these R-5 districts (see Plat for use notes).

New requirements

- Corner Lot requirements:
 - Lot width – 60 ft
- 1 Primary Unit per lot/unit
- Potential to add density caps
 - Max 6.0 dwelling units per gross acre
 - In the Future, the City may want to implement minimum densities. Minimum densities are already required by some localities and states to support transit investments (important for where the city is moving towards), enable neighborhood retail, expand housing choices, protect open space, and reduce greenhouse gas emissions.

Examples

(1 acre = 43,560 sf)

- 6 du at 5000 sf = 30,000 sf
- Leftover sf (Used for parkland or Open Space) = 13,560 sf
- Open space requirements (if they don't do Fee-in-lieu)
 - 6 du = 8,712 sf (1 acre/ 29 du)
- Leftover sf after parkland = 4,848 sf



Density

Current

Max gross density without cap = 12.44
du/ acre
(SF-3 zoning 3500 SF lots)

Proposed

Max gross density without cap = 8.712
du/acre

Density Cap= 6 du/acre

Gross Density in image = 6 du/ acre
Net Density in image = 6/.69 acres of
residential area = 8.69

Subdivision Design

Density

- Units per acre
- width/length of lots
- setbacks

Landscaping/Tree Preservation

- Required planting criteria
- Not allowing clear cutting
- Street tree criteria

Design Standards

- Require design standards
- Variation in design/elevation

Leander – Grayson Subdivision



Georgetown- Wolf Ranch



Georgetown- Wolf Ranch

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Georgetown- Wolf Ranch



Item # 15.



Round Rock – Teravista



Round Rock – Teravista



Item # 15.



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Round Rock – Teravista



Stapleton, Colorado



Item # 15.





Stapleton, Colorado



Frisco, Texas



Frisco, Texas





City of Dripping Springs

Monthly Maintenance Report

March 2021

Routine Maintenance

- M-F Weekly Maintenance Check list is completed in the morning
- Wednesday's setup and put away Farmers Market
- WWTP fields and lift stations landscaping
- Ranch House water heater flushed weekly
- 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

Additional Maintenance Completed

Parks

- Founders park trails trimmed and cleared – 3/1, 3/17-3/18
- Founders pool shed moved for concrete improvement – 3/2
- SRP restroom repairs from freeze – 3/2-3/3
- SRP shut off valve repaired – 3/3
- SRP park trails trimmed – 3/1-3/3, 3/5
- Charro park trails cleared – 3/3-3/4
- VMP electrical checked – 3/3
- Founders pool backwash line repaired – 3/5
- DSRP trails cleared – 3/8
- SRP mop sink fixture replaced – 3/8
- DSRP women's restroom toilet repaired – 3/12
- Charro park plumbing repaired – 3/15
- VMP mowed and trimmed – 3/16
- SRP water meter readings – 3/22
- Founders pool hose repaired – 3/29
- Founders pool storage shed moved – 3/31

Streets

- Timberline and RR12 stop sign repaired – 3/9
- Rob Shelton ROW trash picked up – 3/15
- Rob Shelton debris removed - 3/17
- Sportsplex ROW mowed and trimmed – 3/19
- Headwaters stop sign repaired – 3/23
- McGregor potholes repaired – 3/24

- Bearkat guardrail repaired – 3/25
- Rob Shelton and Founders Park Rd. stop sign replaced – 3/29
- Mercer St. ROW mowed and trimmed – 3/30
- Grand Praire “No Thru Trucks” sign installed – 3/30
- Founders Park Rd. ROW debris picked up – 3/31

Facilities

- Ranch House upstairs electric repaired – 3/5
- Ranch House well house insulation installed – 3/5
- DSRP office light switch replaced – 3/12
- DSRP womens restroom light switch replaced – 3/12
- DSRP restrooms repaired – 3/9
- Stephenson building toilet repaired – 3/12
- Ranch House chlorine added to septic system – 3/15
- Ranch House A/C filters checked – 3/15
- Stephenson Bldg. A/C filters checked – 3/15
- City Hall A/C filters replaced – 3/16
- DSRP door damage repaired – 3/16
- Ranch House windows cleaned – 3/19, 3/24, 3/30
- DSRP kitchen drain repaired – 3/22
- DSRP outdoor arena steps stained - 3/22
- City Hall City Secretary file cabinet moved – 3/23
- DSRP women’s restroom light repaired – 3/24
- SRP urinal repaired – 3/25
- DSRP concession area and restroom lights repaired – 3/26
- City hall handicap parking signs installed – 3/29
- DSRP yellow railing repaired – 3/31

Equipment/Vehicles

- Kubota tractor PM’d – 3/3
- Kiser Drag bearings replaced – 3/12
- Additional drag bearings replaced – 3/12
- F-350 sent to shop: blowing white smoke, limp mode, service codes – 3/19
- 16’ trailer toolbox installed – 3/23
- Kioti brake issues checked – 3/24
- Kiser and Arena Works drag bearings greased – 3/26
- Kioti Tractors PM’d – 3/25
- DSRP Little Wonder seal replaced – 3/29
- Portable compressor exhaust line replaced – 3/29
- 60 Gal. compressor motor replaced – 3/31

Other

- Quarterly staff meeting – 3/2
- Post-ice storm After action meeting with Emergency Management – 3/3

- Tim T. attended State Maintenance Rodeo – 3/10-3/11
- City Hall vandalized: Maintenance staff clean up – 3/10-3/11
- Make up Quarterly staff meeting – 3/26

SRWRF

- Moved item outside of facility for pump repair – 3/2

Project Status Report

Permits Created From 3/1/2021 to 3/31/2021

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Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2021-25	Closed	, Dripping Springs, TX 78620	Street and ROW Maint. (Mar. WO's)	14262318	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	03/30/2021
				14292670	N/A	Street/Roads	Work Planned	Completed	Tim Tyree	03/24/2021
				14293189	N/A	Street/Roads	Work Planned	Completed	Tim Tyree	03/29/2021
				14310517	N/A	Street/Roads	Work Planned	Completed	Tim Tyree	03/29/2021
				14292678	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	04/01/2021
				14331809	N/A	Street/Roads	Work Planned	Completed	Jim Bass	04/01/2021
				14331820	N/A	Street/Roads	Work Planned	Completed	Jim Bass	04/01/2021
				14331884	N/A	Street/Roads	Work Planned	Completed	Tim Tyree	04/03/2021
2021-26	Open	511 Mercer St., Dripping Springs, TX 78620	City Hall (Mar. WO's)	14263222	N/A	N/A	Work Planned	Completed	Jim Bass	03/16/2021
				14264121	N/A	N/A	Work Planned	Completed	Jim Bass	03/16/2021
				14265068	N/A	N/A	Work Planned	Completed	Jim Bass	03/16/2021
				14296437	N/A	N/A	Work Planned	Completed	Bill Stevens	04/05/2021
				14310509	N/A	N/A	Work Planned	New	Sonny Garza	
				14314840	N/A	N/A	Work Planned	Completed	Jim Bass	03/30/2021
				14331857	N/A	N/A	Work Planned	Completed	Jim Bass	04/01/2021

2021-26	Open	511 Mercer St., Dripping Springs,	City Hall (Mar. WO's)	14331956	N/A	N/A	Work Planned	New	Tim Tyree	<div>Item # 16.</div>
2021-27	Closed	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Mar. WO's)	No Work Orders on Project	N/A	Parks				
2021-28	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Mar. WO's)	14324590	N/A	Parks	Work Planned	Completed	Jim Bass	04/01/2021
				14324615	N/A	Parks	Work Planned	New	Tim Tyree	
				14331872	N/A	Parks	Work Planned	New	Sonny Garza	
2021-29	Closed	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Mar. WO's)	No Work Orders on Project	N/A	Parks				
2021-30	Open	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Mar WO's)	14256314	N/A	N/A	Work Planned	Completed	Leonard Jones	03/30/2021
				14263238	N/A	N/A	Work Planned	Completed	Jim Bass	03/15/2021
				14324476	N/A	N/A	Work Planned	New	Leonard Jones	
				14331472	N/A	N/A	Work Planned	New	Leonard Jones	
2021-31	Open	1042 Event Center Drive, Dripping Springs Ranch Park , TX 78620	DSRP (Mar WO's)	14293020	N/A	Parks	Work Planned	New	Leonard Jones	
				14324373	N/A	Parks	Work Planned	New	Tim Tyree	
				14256323	N/A	Parks	Work Planned	Completed	Jim Bass	03/30/2021
				14263226	N/A	Parks	Work Planned	Completed	Leonard Jones	03/30/2021
				14292920	N/A	Parks	Work Planned	Completed	Leonard Jones	03/30/2021
				14256351	N/A	Parks	Work Planned	Completed	Sonny Garza	03/30/2021

2021-31	Open	1042 Event Center Drive, Dripping Springs Ranch Park , TX 78620	DSRP (Mar WO's)	14313394	N/A	Parks	Work Planned	Completed	Leonard Jones	04/01/2021 <i>Item # 16.</i>
				14263211	N/A	Parks	Work Planned	Completed	Sonny Garza	04/01/2021
				14293071	N/A	Parks	Work Planned	Completed	Leonard Jones	04/01/2021
				14325489	N/A	Parks	Work Planned	Completed	Leonard Jones	04/05/2021
2021-32	Closed	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Mar WO's)	No Work Orders on Project	N/A	N/A				
2021-33	Closed	, Fleet and Equipment, TX 78620	Fleet and Equipment (Mar WO's)	14307210	N/A	N/A	Work Planned	Completed	Leonard Jones	04/01/2021
2021-34	Closed	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Mar WO's)	No Work Orders on Project	N/A	Parks				
2021-35	Open	23127 W. 150, SRWRF, TX 78620	South Regional Water Reclamation Facility (Mar WO's)	14325610	N/A	N/A	Work Planned	New	Bill Stevens	
				14325619	N/A	N/A	Work Planned	New	Bill Stevens	
2021-36	Closed	511 Mercer St., COVID-19, TX 78620	COVID-19 (Mar WO's)	No Work Orders on Project	N/A	N/A				

TO: CITY OF DRIPPING SPRINGS
FROM: Kim Fernea
RE: ECONOMIC DEVELOPMENT COMMITTEE MONTHLY REPORT
DATE: March 15, 2021

Item # 17.

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 months of February 2021.

The Committee convened via Zoom February 24th.

Agenda:

- **Call to Order**
- **Business Agenda**
 - Presentation and discussion regarding the City of Dripping Springs 2020 Annual Report. *Presenters: Mayor Bill Foulds, Jr., Senior Planner Amanda Padilla, Deputy City Administrator Ginger Faught, and City Administrator Michelle Fischer*
 - Presentation and discussion regarding Dripping Springs single family rental projects. *Ken Perlman, John Burns Real Estate Consulting*
- **Reports**
 - City Council Monthly Report – Mayor Pro Tem Taline Manassian- This was post

Committee members present: Rex Baker, Dave Edwards, Melanie Fenelon, Susan Kimball, John Kroll, Andrea Nicholas, Patrick Rose, Keenan Smith, Robert Avera, Council Member Taline Manassian, Robert Avera, Kim Fernea

Chamber members present: Gigi McClaskey, Denise Schroeder

City representatives present: Mayor Bill Foulds, Michelle Fischer, Ginger Faught, Andrea Cunningham

Citizen visitor:

Presenter/Guest: Ken Perlman and Don Walker

Kyle Lovelady, Isaac Karplay, Peter Johnson, Dan Nethercott (all with NewGrowth)

Presentations:

City Staff and Mayor Foulds-Presentation and discussion of City of Dripping Springs 2020 Annual Report

Ken Perlman and Don Walker, John Burns Real Estate Consulting

- **Single Family for Rent or Build For Rent**
 - SF Rental dedicated community—all units are rentals
 - Maintained by owner via professional management company (on-site-24 hours/7 days)
 - 300 active BFR projects in nation, avg size is 120 units
 - Growing popularity in Phoenix, Dallas, Denver, San Antonio, Florida
 - Institutional level investment-average price of these projects is \$35 M so owners have every interest to maintain the value of the property
 - Residents stay much longer than in apartments-detached units typically have kids and want to be established in their community
 - Villas or smaller-young professionals or empty nesters
 - Renters by choice or necessity
 - Residents make between \$65,000 and higher annually
 - Necessity: May not have credit or down payment for home ownership
 - By choice-lifestyle choice/no maintainece

- Products Types: Cottage home – 650 ft (1 bed/1bath) -1400 ft (3 bed/2 bath)
 - Renters chose this product over apartments – more privacy and space
 - COVID effect- making these projects even more appealing
 - 75-80% are age 24-54
- Town Homes/Single Row Homes: 1500 ft (2 bed/2 bath) – 1750 ft (4 bed/2.5 bath)
- Single family detached 1400 ft (3/2) to 2000 ft (4/3)
- Attainable Housing product type for the Missing Middle
 - Alternative to high density apartments
- Zoning Challenges-since new product, not usually included in a zoning class
 - Many times create a PDD
 - Like MF w/ a single lot plat
- Look for average of 25 acres
- Product type allows a decrease in density (fewer units/acre) and decrease in height (compared to a 4 story apartment)
 - Fit better in landscape of many communities
- Current Housing market in Austin metro is ½ month of inventory. 4 month inventory is considered healthy, stabilized market
 - An example there are 1436 homes actively listed. It should take 6 months to sell these units but currently they are all sold in 15 days
- Burns Home Value Index-Austin area housing will increase another 15% in 2021
- Affordability Index-ability of population to afford housing in current market
 - Scale of 0 to 10, 10 being least affordable
 - 2021 Austin area will be 8.9 to 9.3

TO: CITY OF DRIPPING SPRINGS
FROM: Kim Fernea
RE: ECONOMIC DEVELOPMENT COMMITTEE MONTHLY REPORT
DATE: April 5, 2021

Item # 17.

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 March 2021.

The Committee convened via Zoom March 24th.

Agenda:

- **Call to Order**
- **Reports**
 - City Council Monthly Report – *Mayor Pro Tem Taline Manassian*
 - (1) Accepted the resignation of Todd Purcell from council and decided to leave his seat vacant until the May elections given that two people filed to run for his seat;
 - (2) Approved annexation and zoning of 18 acres off Creek Road that abuts the southern portion of Bunker Ranch and is expected to become part of that development;
 - (3) Approved zoning amendment from SF-4 to Multifamily at 210 Creek Road for 18 units in a proposed condo-style development;
 - (4) Approved a contract with the school district for the proposed Town Center (which was rejected by the school last month) and are awaiting word on whether there will be further discussions;
 - (5) Approved a CUP for a mobile food vendor in the Mercer Street Historic District;
 - (6) We have a Transportation Master Plan open house on March 31; and
 - (7) The county has a virtual Transportation Master Plan open house on April 9 related to the southwest quadrant of town.
 - TIRZ Project Monthly Report - *Committee Members David Edwards and Keenan Smith*
 - The Committee discussed the latest update and voiced much support for the continuation of a Town Center.

Committee members present: Dave Edwards, Melanie Fenelon, Whit Hanks, Susan Kimball, Andrea Nicholas, Patrick Rose, Keenan Smith, Robert Avera, Council Member Taline Manassian, Kim Fernea

Chamber members present: Lucy Hansen, Gigi McClaskey

City representatives present: Mayor Bill Foulds, Michelle Fischer, Ginger Faught, Andrea Cunningham

Citizen visitor: Jason Daulton

**CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA**

**MONDAY, MARCH 22, 2021
3:30-5:00 PM—VIA ZOOM CONFERENCE**

COMMITTEE MEMBERS:

Interim Chairman – P&Z Comm. Jim Martin	John Pettit
City Council Rep.—Travis Crow	Ben Sorrell – Non-Voting Member
Barrett Criswell	Chad Gilpin, P.E., City Engineer
Sharon Hamilton	

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Mike Garcia

TxDOT, Austin District, So. Area Office – Epigmenio Gonzales, P.E., Michelle Romage-Chambers, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) – Rashed Islam, P.E., Leslie Pollack, P.E., Isabella Albino

AGENDA

1. TXDOT

- Project Updates
 - a. Highway 290 Study Update
 - No Update
 - b. RR 12 Expansion Project
 - The guardrail installation ins finishing up. Pavement markings set to move traffic over to the west side later this week. Projected completion date is not set but around the end of the year.

- New/Other Project(s) Update
 - Bids were open for projects last month, the overlay for Rob Shelton to McGregor Lane will be coming up sometime this summer. This includes paving from Rob Shelton to McGregor

2. Hays County

- Project Updates
 - a. Hays County Transportation Plan Update
 - Second round of public comment closed 7th of February. The county has sat down with people from the city and have had conversations. County anticipates having a finalized version of their plan in the next couple of weeks.
- New/Other Projects(s) Update
 - Martin Road construction has been postponed due to the chosen bidder pulling out. The project will back out to bid which will close at the end of May.
 - Sawyer Ranch Road project has been completed and they are now working on a Safe Pathways to School application for sidewalks in Belterra to Sycamore Elementary and then to Highpointe.
 - Darden Hill and Sawyer Ranch Road Roundabout is getting close to construction.
 - Belterra Drive construction had to cease because of many base failures around the county. Once the crews get back together, they will start paving operations weather permitting.
 - Creek Road Bridge is something that the County is wanting to get done before the end of the calendar year
 - Mt. Gainor Road is almost completely redone.
 - 150 and RR 12 roundabout is waiting on TxDot approvals still

3. HDR (Traffic Engineering Consultant)

- Update on Draft Transportation Master Plan
 - Last month we reviewed recommended changes to the TMP. We are going back to the public on next Wednesday with an open house. Leslie is proposing a new road. It would extend McGregor south for the connection or to the new bypass road. Sharon suggests extending 169 instead of McGregor but that would go through Arrowhead which has private roads and is master planned.

- Hidden Springs and Roger Hanks Parkway Intersection Discussion
 - Heritage is going to build the last leg of the extension of Roger Hanks. We had an original alignment agreed upon but they proposed a new alignment that we liked and HDR is asking for feedback from the Transportation Committee.
 - The committee is split but is leaning towards the original alignment.
 - The alignments are going to be brought to City Council, if they prefer Option 1 we will continue with that, if they prefer Option 2, we will bring it to the citizens of the area to choose.
- Status of Traffic Impact Analysis Reviews/Task Orders:
 - a. Heritage Project
 - TIA is approved
 - b. Cannon—Ashton Woods Project
 - Addressed most of the TIA comments but they are waiting on final decisions about what they need to build.
 - c. Anarene/Double L Project
 - Submitted traffic study for Phase 1. They are looking at roadway connection points that work.
 - d. Cynosure Ranch/Wild Ridge Project
 - They are still making updates.

4. CITY OF DRIPPING SPRINGS

- Update on Transportation Alternative Grant Projects :
 - a. Sportsplex Drive
 - No updates
 - b. Rob Shelton
 - c. Potential Transportation Alternative Grant Projects
 - Mercer Street connectivity would finish the project, connecting 3 previous connectivity projects. The sidewalks go along Mercer Street. This is just the application to see if they are eligible for funding and it will come back to the committee.

- The second application is for connectivity to the elementary school. This sidewalk would go from founders to the elementary along 12, thus connecting it to the 3 neighborhoods adjacent to Founders Ridge. Word will get back about eligibility for these applications on April 9th.

5. New Business

6. Adjourn

PARKS

Charro Ranch Park:

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

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



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



Founders Memorial Park & Pool:



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

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



Rathgeber Natural Resource Park:

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

Proposed Projects

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



Hays County 2012 Parks Master Plan

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

PROJECT OVERVIEW

BUDGET AND PHASING

PHASE I (2020-2022)

COMMITTED PRIVATE CONTRIBUTION IS ACCEPTED BY THE CITY OF DRIPPING SPRINGS

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

PROPOSED CITY OF DRIPPING SPRINGS CONTRIBUTION

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

PHASE II (2022 – 2024)

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

PHASE III (2024- 2026)

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

**PHASE IV (2026 - 2028)

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

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

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

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

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

Sports & Recreation Park

Before sport court stripped of paint, cracks being filled.



After refurbished beautiful multi-sport court.



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

Veterans Memorial Park & Triangle
Nothing to report.

COMMUNITY SERVICES

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



Bird City:

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



Founders Day:

Nothing to report.

Keep Dripping Springs Beautiful:

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



Coyote Kids Day Camp:

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





Farmers Market –

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

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

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



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

Sign up online today for your 2021 membership!

Annual Individual Membership
 \$30 | Program #5140

Annual Family Membership
 \$55 | Program #5141

Annual Corporate Membership
 \$250 | Program #5142

Farmers Market Vendor Applications for February & March, 2021:

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

Marketing, Website, Social Media, Branding & Communications

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

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

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

☒ CHECKLIST FOR OFFICE-BASED EMPLOYERS

Page 1 of 3

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

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

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

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

Health protocols for your employees and contractors:

- ☐ Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees and contractors before coming into the office:
 - ☐ Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:

– Cough	– Sore throat
– Shortness of breath or difficulty breathing	– Loss of taste or smell
– Chills	– Diarrhea
– Repeated shaking with chills	– Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
– Muscle pain	– Known close contact with a person who is lab confirmed to have COVID-19
– Headache	



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

Health protocols for your facilities:

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

OFFICE-BASED EMPLOYERS: Page 3 of 3

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

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

BACKGROUND

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

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

THE VISION AND THE NEED

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

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

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

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

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

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

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

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

THE CONCEPTUAL PLAN

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

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

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

CONCLUSIONS

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

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

NEXT STEPS

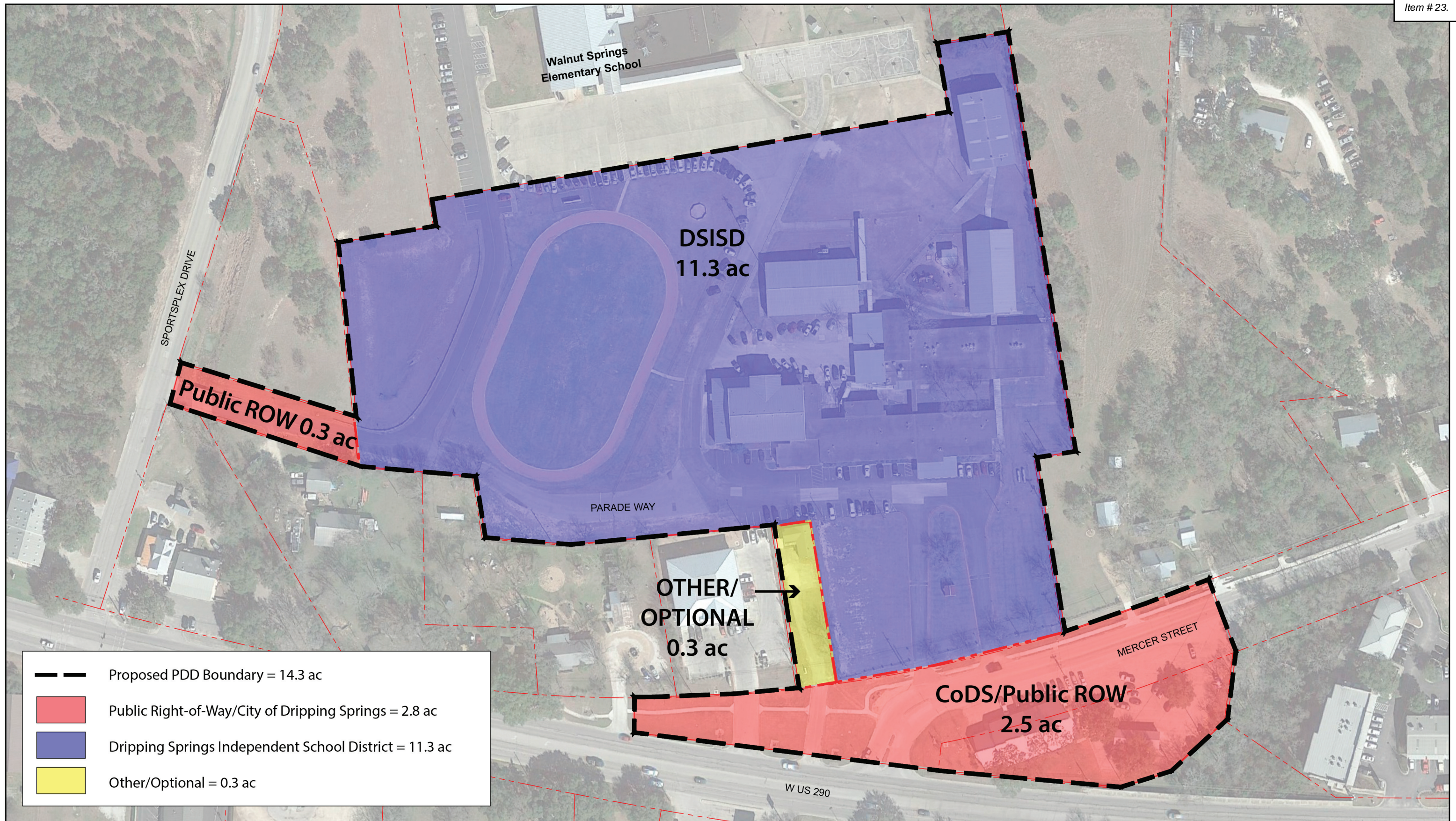
Under the terms of the MOU, if the parties each satisfy their obligations, approve the Preliminary Conceptual Plan and come to further “Conditional Agreements” to pursue the Town Center Concept, then additional joint planning, studies, investigations and research will be undertaken, resulting in the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

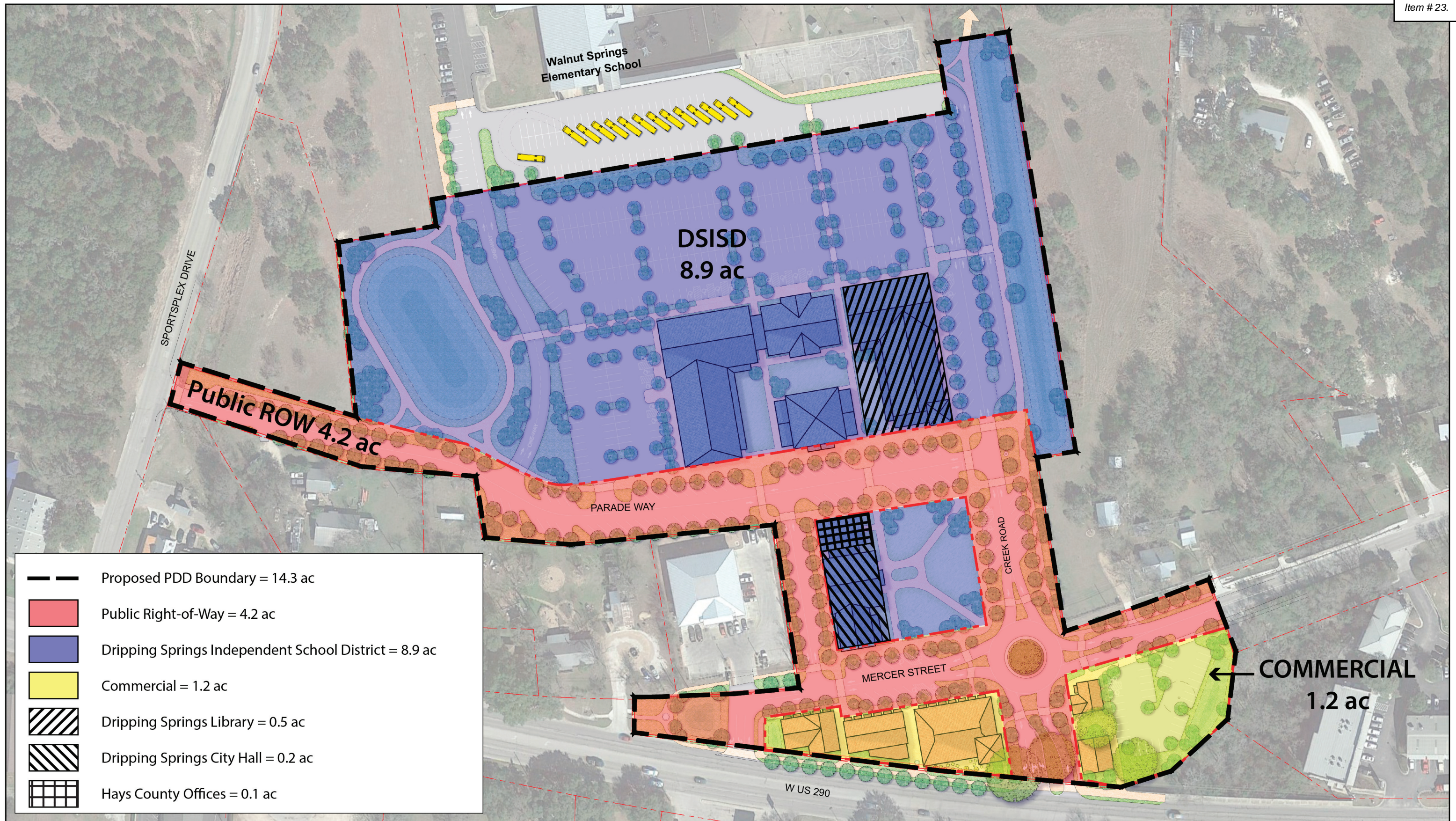
- A real estate market study to finalize the program of commercial uses and their operational criteria by March 31, 2018;
- Discussions with TxDOT to develop the reconfiguration of the US290 intersection and prospective new signalization;
- More detailed drainage studies to refine the design and estimate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



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







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

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

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

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

	Name (Please print your name)	Residential Address (Address and City)	Please indicate the agenda item you will be speaking about:
1	Marianne Simmons	1641 Creek Rd DS	TIRZ
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