



DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS

City of Dripping Springs

Ranch Park Event Center, 1042 Event Center Drive

Wednesday, April 05, 2023 at 11:00 AM

Agenda

CALL TO ORDER AND ROLL CALL

Board Members

Todd Purcell, Chair
Terry Polk, Vice Chair
Pam Owens, Secretary
Penny Reeves
Mike Carroll

Staff, Consultants & Appointed/Elected Officials

Parks & Community Services Director Andy Binz
DSRP Manager Emily Nelson
DSRP Assistant Manager Lily Sellars
DSRP Program Coordinator Caylie Houchin

PRESENTATION OF CITIZENS

A member of the public who desires to address the Board 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 Board'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 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 Board. It is the request of the Board 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. Speaker are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens for the City Secretary. By law no action may be taken during Presentation of Citizens.

BUSINESS

- 1. Discuss and consider a recommendation of approval of a Banner Co-Sponsorship Agreement with Pride of Dripping Springs.**
- 2. Discuss and consider recommendation regarding a Professional Services & Use Agreement with Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park.**

REPORTS

The following reports relate to the administration of the Dripping Springs Ranch Park Event Center. The Board may provide staff direction; however, no action may be taken.

3. **DSRP Audio Video/Network Report**
Jason Weinstock, IT Director
4. **DSRP Vision & Staffing Report**
Andy Binz, Parks & Community Services Director
5. **DSRP Manager's Report**
Emily Nelson, DSRP Manager

EXECUTIVE SESSION

The Dripping Springs Ranch Park Board of Directors 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 Dripping Springs Ranch Park Board of Directors 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.

UPCOMING MEETINGS

DSRP Board Meetings

May 3, 2023 at 11:00 a.m.

June 7, 2023 at 11:00 a.m.

July 5, 2023 at 11:00 a.m.

City Council Meetings

April 18, 2023, at 6:00 p.m.

May 2, 2023, at 6:00 p.m.

May 16, 2023, at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **March 31, 2023, at 2:15 p.m.**

City Secretary

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



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: April 05, 2023

Agenda Item Wording: **Discuss and consider a recommendation of approval of a Banner Co-Sponsorship Agreement with Pride of Dripping Springs.**

Agenda Item Requestor: Emily Nelson

Summary/Background: Pride of Drippings Springs has requested a co-sponsorship with the City of Dripping Springs. The request is to be able to hang a banner at the Triangle. The event is June 24, 2023. They have completed all required steps for this Co-sponsorship banner request.

Staff Recommendation: Staff recommends approving this banner request.

Attachments: 2023 Pride Rodeo Co-Sponsorship Application

Next Steps/Schedule: If approved by DSRP Board, take to City Council.

Co-Sponsorship

Policy & Application

I. Purpose

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

II. Goals and Objectives

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

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

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

Co-Sponsorship benefits may include:

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

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

III. General Requirements, Eligibility Criteria and Conditions

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

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

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

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

10. Items that will be considered include:

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

Co- Sponsorship Application

SPONSORING ORGANIZATION NAME: Pride of Dripping Springs

APPLICANT

Name: Juana Searcy

Position: President

Contact Number: 5123088646

Email: juana.searcy@gmail.com

Address: 220 Retha Dr., Dripping Springs, TX 78620

EVENT

NAME: Pride of Dripping Springs Festival 2023

START DATE/TIME: 3/24/23

END DATE/TIME: 3/24/23

ADDRESS: DSRP, 1042 Event Center Dr., Dripping Springs, TX 78620

ESTIMATED ATTENDANCE: 2000

EVENT DESCRIPTION

Family-friendly indoor festival celebrating the LGBTQ+ community and the positive impact that inclusivity and collaborative resources can provide. It's a REALLY fun party. Highlights include local vendors, live entertainment, concessions, a Kids Corral sponsored by the YMCA with athletic activities and bounce houses. In the evening, an over-the-top Drag Queen Show tops the marquee for attendees 18 and older. Proceeds from the event sponsor scholarships for local seniors.

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

Yes No

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

Yes No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes No

WILL ADMISSION BE CHARGED?

Yes No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes No

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

(Attach proof to Application)

Yes No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes No

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

Yes No

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

Logo will be showcased on all promotional material and logo will be on digital marquee.

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

Facebook, Twitter, Instagram, advertising at the Triangle, Dripping Springs Outlook, advertising through neighboring community PRIDE organizations.

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

We had incredible success with our last two events. Community support was overwhelming. Last year we were able to give out 6 \$500 scholarships.

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

This Event

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

Pride of Dripping Springs strives to broaden awareness and create an environment of diversity and inclusion through education, resources, and events for the LGBTQ+ community. In its third year of existence, Pride of Dripping Springs continues to make significant progress in showcasing the positive impact that inclusivity and collaborative resources can provide by expanding its offerings of scholarship programs, resources and visibility within the community. Support of Pride of Dripping Springs Festivals showcases the City's commitment to being a multicultural community, as well as it's committment to providing resources to residents who are undersupported and marginalized.

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

RECEIVED BY CITY DATE:

COMMENTS:

CITY ADMINISTRATOR:

DATE: APPROVE DENY NOT REQUIRED

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY NOT REQUIRED

CITY COUNCIL:

DATE: APPROVE DENY NOT REQUIRED

Sign Request Form

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

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

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

Requirements for Banners to be displayed at The Triangle:

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

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

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

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

The City will install the sign.

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

NAME OF ENTITY: Pride of Dripping Springs

NAME OF REPRESENTATIVE: Juana Searcy

MAILING ADDRESS: 220 Retha Dr., Dripping Springs, TX 78620

TELEPHONE NUMBER 5123088646

EMAIL ADDRESS: juana.searcy@gmail.com

DESCRIPTION OF EVENT OR SERVICE:
Family-friendly indoor festival celebrating the LGBTQ+ community and the positive impact that inclusivity and collaborative resources can provide. It's a REALLY fun party. Highlights include local vendors, live entertainment, concessions, a Kids Corral sponsored by the YMCA with athletic activities and bounce houses. In the evening, an over-the-top Drag Queen Show tops the marquee for attendees 18 and older. Proceeds from the event sponsor scholarships for local seniors.

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

Pride of Dripping Springs Festival 2023
Date: June 23, 2023 Time: 1pm - midnight
Location: Dripping Springs Ranch Park

SIGN DIMENSIONS AND HEIGHT: 4 ft x 8 ft

SIGN MATERIALS:

Vinyl banner with hemmed grommets every 2 feet

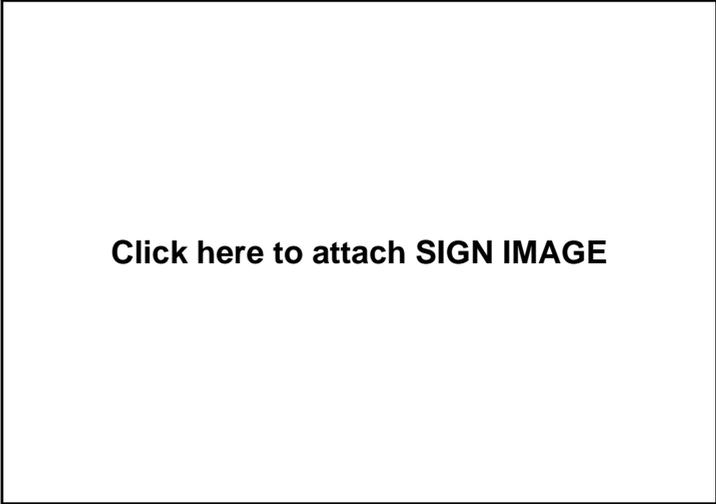
REQUESTED DATE FOR SIGN TO BE DISPLAYED:

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

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

At the Triangle located at the junction of 12 & 290.



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

RECEIVED BY CITY DATE: [Redacted]

CITY ADMINISTRATOR:

DATE: [Redacted] APPROVE DENY



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

APPLICANT INFORMATION

Lessee/Company Name: Pride of Dripping Springs
Designated Event Spokesperson: Juana Searcy
Address: 220 Retha Dr City/State/Zip Dripping Springs, TX 78620
Phone #: (512) 308-8646 Alternate Phone #: (512) 626-2393
Email: juana.searcy@gmail.com

EVENT INFORMATION

Name of Event: Pride of Dripping Springs Festival 2023 Website: prideofdrippingsprings.org
Event Start Date: 6/23/23 (Actual Rental, including set up)
Event End Date: 6/25/23 (Actual Rental, including break down)
Event Start Time: 1:00pm *Event End Time: midnight
All music & alcohol consumption must end by 10PM. No exceptions.

Description of Event: Community festival celebrating LGBTQ+.
Live music, food, alcohol, entertainment, vendors, kids activities,
bounce houses

Expected Attendance for Event: 2000+

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

Set Up dates and times? Set up: 6/23/23, 3pm- 10pm (vendor & main event)
Breakdown: 6/25/23, 8am - 2pm (vendor & main event)
Sat - 12hr rental: full facility.

Special Requests? Tamp down dirt in the arena for kids activities (Fri night)
Gates or similar to contain kids activities in warm up area. Gates behind vendors set up by garage doors.

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

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



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

SOUND & AUDIO/VISUAL EQUIPMENT

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

Will you use DSRP Sound System/Microphones? YES NO

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

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

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

We may need to use the facility's sound system for announcements.

SPECIAL ELECTRICAL NEEDS

(Special electrical needs will result in additional fees)

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

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

Spider boxes for vendor booths.

ALCOHOLIC BEVERAGES

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

Will alcohol be served at your event? YES NO

Will alcohol be sold at your event? YES NO

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

TABC License Number: TBD, bartenders will provide.

Date Submitted: _____ Received by: _____

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

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

Approved for Alcohol Sales: YES NO

City Staff Signature of Approval: X _____

GENERAL LIABILITY INSURANCE

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

CONCESSION SALES

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

SPECIAL SET-UP or DIRT NEEDS

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

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

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

Please describe special set-up and/or dirt needs in detail: Friday night - light pack

Please tamp down dirt in arena for children's activities. Provide gates or similar to corral kids area in warm up area. Set up amount TBD (staff hours)

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

DRIPPING SPRINGS RANCH PARK FACILITIES RENTAL POLICY

(approved 12/10/19)

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

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

DSRP EVENT CENTER DEFINITIONS

Event Center Facility Rental

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

Event Center Large Indoor Arena Rental

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

Event Center Small Indoor Arena Rental

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

Large Special Event Room Rental

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

Small Special Event Room Rental

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

Vendor Hall/Front Porch Rental

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

Event Center Stalls

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

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

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

RV Sites

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

Concession Stand Rental

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

Concession Kitchen Rental

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

Tables and Chairs

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

Arena Prep

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

OUTDOOR ARENA COMPLEX DEFINITIONS

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

Lessee

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

Outdoor Riding Arena & Round Pen Rental

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

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

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

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

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

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



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

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

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

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

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

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

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

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

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

Special Event Toilet Calculator

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

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

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

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

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

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

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

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

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

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

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

EVENT NAME: Pride of Dripping Springs Festival 2023

FEES

EVENT DATE: 6/24/23

Rental Space(s) Requested

- Entire DSRP Park
- Entire DSRP Facility
- Main Indoor Arena
- Exhibit Hall
- Main Event Room Main
- Concession Kitchen
- Livestock Arena-New Expansion
- Small Event Room-New Expansion
- Catering Kitchen-New Expansion
- Outdoor Arena
- Outdoor Trails
- Field (4 total) How many?

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

RENTAL SPACE FEE AMOUNT: \$2,000 / day (panel set up TBD Staff hours)

ADD ONS & FEES: Vendor & main event - 6 hours 6/23 & 6/25 + custodial

TOTAL RENTAL FEES: \$5,275.00 **BALANCE DUE ON RENTAL FEES:** _____

REFUNDABLE DEPOSIT DUE: \$500 due 30-days prior

Please read and initial/date below:

Initial: [Signature] Date 3.24.2023 I have read and understand the policies, terms and conditions on the preceding pages required for rental of the park.

Initial: [Signature] Date 3.24.2023 I understand that failure to comply with any of the policies, terms and conditions outlined in this agreement could result in forfeiture of my rental date, rental fees, security deposit and possible fines.

Initial: [Signature] Date 3.24.2023 Damages to the rental space, facilities or any part of Dripping Springs Ranch Park Property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.

Initial: [Signature] Date 3.24.2023 Other fees may be assessed on an event basis depending on special requirements and requests from lessee.

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DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Please read and sign below:

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

Lessee or Designated Event Spokesperson Signature

3.24.2023
Date Signed

[Signature]
City Representative

3.27.2023
Date Signed

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

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

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

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PHONE: 512-894-2390

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PRIDE OF DRIPPING SPRINGS JUNE 24 FESTIVAL

Pride 2023
1pm-5pm

Family-friendly
festival

After Dark
7pm-12am

Cocktails,
dancing and
drag. 18+ only



visit
prideofdrippingsprings.org
for more details



DRIPPING SPRINGS
Texas

DRIPPING SPRINGS
**RANCH
PARK**



Pride of Dripping Sp Item 1.
Juana Searcy, Pres
220 Retha Drive
Dripping Springs, TX 78620
512.308.8646
www.prideofdrippingsprings.org

March 20, 2023

City of Dripping Springs
Attn: Johnna Kratz
511 Mercer Street
Dripping Springs, TX 78620

Dear Johnna,

Please accept our application for the City's co-sponsorship of the **Pride of Dripping Springs Festival 2023**. The event will take place on June 24, 2023 from 1pm - midnight at DSRP.

As Dripping Springs grew and became more diverse, I recognized the opportunity to help facilitate acceptance of the increasing numbers of LGBTQ+ members in our wonderful community. In its third year of existence, **Pride of Dripping Springs** continues to make significant progress in showcasing the positive impact that inclusivity and collaborative resources can provide by expanding its offerings of scholarship programs, resources and visibility within the community.

Pride of Dripping Springs Festival 2023 sends out a message of inclusion, furthering the sentiment, 'Y'all means All'. This family and kid-friendly event is a great conduit for facilitating change. As I have always believed, there is far more that connects us than separates us.

By supporting **Pride of Dripping Springs Festival 2023**, the City of Dripping Springs showcases its commitment to being a multicultural community, as well as its commitment to providing resources to residents who are undersupported and marginalized. There will be parents who have recently learned their kid is within the LGBTQ+ spectrum and are seeking information on how to support them, and also trying to find acceptance for their child within the community. Attendees from the local community and beyond will not only enjoy a fabulous party, but also show their support as allies. Others may learn a little more about the beauty of the LGBTQ+ community and hopefully adopt a more supportive perspective. Attendees will not only support the local vendors at the event, they will also explore the beauty of the Hill Country and come back to support our local businesses.

Thank you so much for your consideration. In addition to the application and budget overview, I have attached a list of sponsorship tiers / packages for your review.

Best,
Juana Searcy, President - Pride of Dripping Springs
512-308-8636
juana.searcy@gmail.com



Pride of Dripping Springs strives to broaden awareness and create an environment of diversity and inclusion through education, resources, and events for the LGBTQ+ community.



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: 04/05/2023

Agenda Item Wording: Discuss and consider recommendation regarding a Professional Services & Use Agreement with Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park.

Agenda Item Requestor: Emily Nelson / Aaron Sulser

Summary/Background: After a successful Haunted House event last year, Hell Country Haunts would like to host their Haunted House at Dripping Springs Ranch Park again this year.

No changes this year other than dates.

Staff Recommendations: Approve as presented with DSRP staff facilitating all operational needs and any additional city requirements pre and post opening of the seasonal attraction/event.

Attachments: 1. Hell Country Productions, Use Agreement

Next Steps/Schedule: Present to City Council upon approval of recommendation.

PROFESSIONAL SERVICES CONTRACT AND USE AGREEMENT

This AGREEMENT is made and entered into this, the _____ day of _____ by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Hell Country Productions, Inc**, a registered Non-Profit in the State of Texas (hereinafter referred to as “Contractor”).

PREAMBLE:

WHEREAS, the City desires to offer independent Contractors to provide events and attractions in the parks; and

WHEREAS, the City finds that the contractor assumes all liability and shall be an independent Contractor as related to this agreement; and

WHEREAS, this agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party; and

WHEREAS, the Contractor will provide and operate a Haunted House and Hayride (“attraction”) in Dripping Springs Ranch Park; and

WHEREAS, the Contractor will pay the City a park use fee equal to 40% of attraction ticket sales; and

WHEREAS, the City finds that it is in the best interest of the City and its residents to provide life-enriching, seasonal attractions and events at its parks.

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

1. Duties.

A. Duties of Contractor.

- (1) Build temporary set to serve as a Haunted House that adheres to approved specifications set forth by the City of Dripping Springs’ municipal codes to obtain proper and necessary permits for event. If set is altered from original proposed/approved submission, Contractor must obtain further City approval of alterations immediately before commencing construction.
- (2) Represent the City in a professional manner.
- (3) Communicate progress and goals with Dripping Springs Ranch Park Management.
- (4) Provide a safe environment for all attraction patrons by adhering to park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.

- (5) Engage in excellent communication and customer service while working well with the public.
- (6) Submit security plan for approval to City Emergency Management Coordinator. Providing proof of retained security during the hours of operation.
- (7) Work with City Emergency Management Coordinator and Dripping Springs Ranch Park Management to create an Emergency Action Plan for the attraction.
- (8) Provide and operate a Hayride that transports patrons from parking to the Haunted House. City Emergency Management Coordinator and Dripping Springs Ranch Park Management must approve the Hayride vehicle, related equipment, and path.
- (9) Address any complaints or concerns from attraction patrons, recording and submitting to Dripping Springs Ranch Park Management any incidents and accidents.
- (10) Contractor will provide volunteers/staffing that will direct attraction patrons to the correct location accommodating event parking.
- (11) Contractor will operate the attraction Friday, October 20 (7:30pm-10:30pm), Saturday, October 21 (7:30pm-10:30pm), Sunday, October 22 (2:00pm-6:00pm), Friday, October 27 (7:30pm-10:30pm), Saturday, October 28 (7:30pm-10:30pm) and Sunday, October 29 (7:30pm-10:30pm) 2023. Additional option to add October 30-31 (7:30-10:30) 2023 if staffing is available. Sunday October 29 (12PM-6PM) 2023, contractor operates trailers for a family friendly hayride. Flexibility to provide a “soft close” will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.
- (12) Contractor will adhere to the Traffic Control Plan prepared by the City Engineer for the attraction.
- (13) All outdoor lighting and signage shall be provided for review and approved prior to placement on site.

B. Duties of City.

- (1) The City shall provide space at Dripping Springs Ranch Park for the Contractor to construct and operate a Haunted House and to operate a Hayride.
- (2) Dripping Springs Ranch Park staff shall provide customer service by staffing the Event Center Business Office during all hours of attraction operation, provide for the attraction ticket sales, and support attraction operations.
- (3) City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for hosting the attraction.
- (4) City Engineer shall submit a Traffic Control Plan for the attraction to Dripping Springs Ranch Park Management and the Contractor.
- (5) Dripping Springs Ranch Park Management will work with Contractor and with City

Communications & Marketing Director on all print, internet, and social media advertisement and marketing. City Communications & Marketing Director will oversee and approve all advertising and media for the attraction.

- 2. **Duration.** The term of this Agreement shall be for beginning on Sunday, October 1, 2023, and ending on Sunday, November 5, 2023. With hours of operation limited to Friday, October 20 (7:30pm-10:30pm), Saturday, October 21 (7:30pm-10:30pm) Friday, October 27 (7:30pm-10:30pm), Saturday, October 28 (7:30pm-10:30pm) and Sunday, October 29 (7:30pm-10:30pm) 2023. Flexibility to provide a “soft close” will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.

This agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party.

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

3. **Pay/Fees.**

- A. All fees are subject to final approval by the City Council at the recommendation of the Parks and Community Services staff.
- B. Contractor will pay a Use Fee equal to 40% of gross attraction ticket sale revenue to have exclusive use of the Expansion Event Room at Dripping Springs Ranch Park. City will pay Hays County Livestock Exposition 10% of the City’s revenue for use of the Expansion Event Room.
- C. City will pay the Contractor 60% of the gross attraction ticket sale revenue collected by city staff through ticket sales. 10% of the Contractor’s revenue shall be donated to a 501(c)(3) of the Contractor’s choice. Payment will be accompanied by an accurate system-generated report accounting of total sales no later than seven business days after the conclusion of the event and presence of Contractor on premises, November ~~56~~, 2023~~2~~.

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

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

To the Contractor:
 Hell Country Productions, Inc.
 Attn: Aaron Sulser
 1032 Blue Ridge Dr.
 Dripping Springs, TX 78620

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address

for notices at any time with seven (7) days written notice to the other party.

5. General Provisions.

- A. Relationship of Parties:** It is understood by the parties that Contract Instructor is an independent 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 independent Contractor. The City may contract with other individuals or firms for entertainment services.
- B. Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
- C. Indemnification:** 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.
- D. 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.
- E. 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).
- F. Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- G. Entire Agreement:** The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the

benefit of the heirs at law and executors of Employee.

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

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

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

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

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

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Bill Foulds, Jr., Mayor

Aaron Sulser, Hell Country Productions, Inc

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.

DRIPPING SPRINGS RANCH PARK

Item 5.

MANAGER REPORT



Written by Emily Nelson

March Highlights:

- The events schedule in March was full and all events ran smooth.
- Caylie attended the Texas Recreation and Parks State Conference in Frisco Texas February, 28th – March 3rd.
 - Caylie ran a sold out Coyote Kids Spring Break Camp and also facilitated a Skateboarding Spring Break Camp.
 - She also ran our first ever Spring Break Tween Scene which was attended by 40 kids.
- Footing Training: Lily, Nick, Sheri, Fletcher and Kyle
 - Compliments on our Footing post training was full of rave reviews. Staff truly enjoyed learning and perfecting their footing skills. This process has allowed us to establish a Standard Operating Procedure for the footing.
- Aquatic Facility Operator (AFO) Certification: Nick
- DSRP Customer Service Specialist (FT- Non-Exempt) position was filled by Diane Burton.
- Mulch removal slowed significantly. I am working with Roman to get details on an updated timeline.
- 100 loads of dirt from the pond project was loaded by Ranch Park staff. There is still a lot of dirt left.
- Incidents
 - Two teenagers attempted to drive their truck through the pond. Authorities were contacted. A process has begun.
 - A chicken died during the Fancy Feathers Chicken Show and the owner passed out.
 - An escalated parent interaction occurred during Spring Break Tween Scene.

HIGHLIGHTS AND PREVIEWS



“

The footing is amazing!!! I can really tell a difference.
--Jennifer Wolfe

Teri has been amazing to work with. Something that would be small and significant to most, really mattered to us. She created direction signs for the glass doors to help people navigate the property. We really appreciate her.
--Lew Campbell

”



Coming Soon in April

DSRP Riding Series Spring Fling Dressage
April 1-2

Big Tex Gun Show
April 15-16

Hays County Health Fair
April 4

Fences Over Bee Cave
April 21-23

Eggstravaganza
April 8

Dwarfanators Extreme Pro Wrestling
April 21

Dressage Naturally Clinic
April 13-16

DSRP Riding Series Hunter | Jumper Show
April 28-30