



DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS

City of Dripping Springs

Ranch Park Event Center, 1042 Event Center Drive

Wednesday, March 01, 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 Events Coordinator Caylie Houchin

City Treasurer Shawn Cox

Emergency Management Coordinator Roman Baligad

Deputy Public Works Director Craig Rice

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.

MINUTES

- 1. Discuss and consider approval of the January 4, 2023, DSRP Board regular meeting minutes.**

BUSINESS

- 2. Presentation and possible action regarding the DSRP Board Fiscal Year 2024 Budget recommendation.**
- 3. Discuss and consider possible action regarding the Expansion Paving Project and Temporary Arena.**
- 4. Discuss and consider approval of a Co-Sponsorship with Dripping Springs Helping Hands regarding Banner Display for the Texas Market Guide Wildflower Spring Market.**
- 5. Discuss and consider recommendation regarding a Co-Sponsorship Agreement with Dripping Springs Ag Boosters for the 2023 Rodeo.**
- 6. Discuss and consider recommendation regarding a Co-Sponsorship Agreement with Texas Hill Country Barrel Racing Association.**

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.

- 7. Ice Storm Mara Emergency Management Report**
Roman Baligad, Emergency Management Coordinator
- 8. January | February 2023 DSRP Manager 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

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

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

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

City Council Meetings

March 7, 2023, at 6:00 p.m.

March 21, 2023, at 6:00 p.m.

April 4, 2023, at 6:00 p.m.
April 18, 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.cityofdrippingpsrings.com, on **February 24, 2023, at 12:30 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.



DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS

City of Dripping Springs

Banquet Hall, 1042 Event Center Drive

Wednesday, January 04, 2023 at 11:00 AM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the Board present, Chair Purcell called the meeting to order at 11:05 a.m.

Board Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

DSRP Manager Emily Nelson
DSRP Assistant Manager Lily Sellers

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

MINUTES

1. Discuss and consider approval of the July 6, 2022, DSRP Board regular meeting minutes.

A motion was made by Board Member Reeves to approve the July 6, 2022, DSRP Board regular meeting minutes. Vice Chair Polk seconded the motion which carried unanimously 5 to 0.

2. Discuss and consider approval of the September 7, 2022, DSRP Board regular meeting minutes.

A motion was made by Board Member Reeves to approve the September 7, 2022, DSRP Board regular meeting minutes. Vice Chair Polk seconded the motion which carried unanimously 5 to 0.

BUSINESS

3. Discuss and consider approval of the 2023 DSRP Board meeting calendar.

Andrea Cunningham's staff report is on file. Staff recommends approval of the calendar.

A motion was made by Board Member Reeves to approve the 2023 DSRP Board meeting calendar. Vice Chair Polk seconded the motion which carried unanimously 5 to 0.

4. Discuss and consider recommendation regarding a Co-Sponsorship Agreement with Dripping Springs Ag Boosters.

Emily Nelson presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Board Member Reeves to recommend City Council approval of a Co-Sponsorship Agreement with Dripping Springs Ag Boosters. Board Member Carroll seconded the motion which carried unanimously 5 to 0.

5. Discuss and consider recommendation regarding a Rate Reduction Request from the Dripping Springs United Methodist Church for the Dripping Springs Wild Game Dinner.

Emily Nelson presented the staff report which is on file. Staff recommends denial of the request for additional rate reduction.

A motion was made by Board Member Carroll to recommend City Council deny an additional rate reduction request from the Dripping Springs United Methodist Church for the Dripping Springs Wild Game Dinner. Board Member Reeves seconded the motion which carried unanimously 5 to 0.

REPORTS

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

6. DSRP Monthly Managers Report, October - December 2022

Emily Nelson, DSRP Manager

Report is on file and available for review upon request.

7. DSRP Programs Monthly Report

Caylie Houchin, DSRP Program Coordinator

No report at this time.

EXECUTIVE SESSION

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The Board did not meet in Executive Session.

UPCOMING MEETINGS**DSRP Board Meetings**

2023 Meetings TBD

City Council Meetings

December 6, 2022, at 6:00 p.m.

December 20, 2022, at 6:00 p.m.

January 3, 2023, at 6:00 p.m.

January 17, 2023, at 6:00 p.m.

ADJOURN

Via unanimous consent, the Board adjourned this regular meeting at 11:50 a.m.



DRIPPING SPRINGS Texas

City of Dripping Springs FY 2024 Tax Rate & Budget Adoption Important Dates & Deadlines

Approved by Council: Tuesday, February 7, 2023

The attached Budget Calendar outlines the statutory dates and planning activities for City Staff, B Commissions, Committees and City Council as they relate to the Budget Process for Fiscal Year 2024. Calendar activities in RED note deadlines for staff & City Council, and Public Notifications. The Finance Director will coordinate with City Administration, the City Attorney and City Secretary regarding all notices, ordinances and resolutions as adopted, to include filing the proper documents with County and State Entities. The City Council will hold the following meetings regarding the Tax Rate and Budget Adoption:

- June 06, 2023: Budget Workshop
- June 20, 2023: Budget Workshop
- July 05, 2023: Budget Workshop
- July 18, 2023: Budget Workshop
- August 01, 2023: Budget Workshop
- August 15, 2023: Budget Workshop, Set Proposed Tax Rate, and Discussion
- September 05, 2023: Budget Workshop, Public Hearings on Tax Rate and Budget, and Possible Adoption of the Budget*
- September 19, 2023: Adoption of Approved Budget and Tax Rate, and Ratification of Tax Rate**

**The Council may choose to either adopt the budget or postpone adoption to the following meeting on September 19, 2023.*

***If the total property tax revenue is raised, the Council will need to Ratify the Tax Rate with a resolution.*

All other calendar dates are related to the budget planning process for City staff to include recommendations from boards, commissions, and committees. Budget process activities are listed below each calendar for reference. The following boards, commissions and committees will submit budget recommendations:

- DSRP Board of Directors
- Economic Development Committee
- Emergency Management Commission
- Farmers Market Committee
- Founders Day Commission
- Historic Preservation Commission
- Parks & Recreation Commission
- TIRZ No. 1 & No. 2 Board
- Transportation Committee

The Finance Director will provide staff with the proper forms and budget planning materials related to individual requests and department requests. Staff will work with their supervisor and the Finance Director to draft and submit their requests, and Staff Liaisons to Boards, Commissions and Committees will hold meetings to discuss and provide recommendations for requests. The City Secretary will make sure that each meeting following approval of the Budget Calendar has a budget review/recommendation added to the abovementioned board and commission agendas. The City Secretary does not draft committee agendas but is available to staff for assistance. Please make sure you attach, or forward for attachment documents for agenda discussion items.



City of Dripping Springs
FY 2024 Tax Rate & Budget Adoption
Important Dates & Deadlines

Item 2.

February 7, 2023	City Council Approval of Budget Calendar and Presentation on Legislative Changes to the Budget Process
April 14, 2023	City Staff Department Budget Requests Due (includes individual staff member requests submitted to supervisors and IT related requests)
May 5, 2023	Board, Commission and Committee Budget Recommendations Due; City Staff Employee Pay Recommendations Due from Department Heads
June 6, 2023	City Council Budget Workshop
June 20, 2023	City Council Budget Workshop
July 5, 2023	City Council Budget Workshop
July 18, 2023	City Council Budget Workshop
August 1, 2023	City Council Budget Workshop
August 4, 2023	Finance Director files Proposed Budget with City Secretary
August 15, 2023	City Council Budget Workshop, Set Proposed Tax Rate, and Discussion
August 24, 2023	Publication of Notice of Proposed Tax Rate, and Tax Rate and Budget Public Hearings (Submit for publication August 18, 2023) Begin Continuous Notice of Proposed Tax Rate on City Website with Public Hearing Dates for Budget and Tax Rate Hearing, and Notice of Tax Rate
September 5, 2023	City Council Budget Workshop – Public Hearings on Tax Rate and Budget (Must take action to either adopt or postpone adoption of the Budget to the September 19, 2023 City Council meeting)
September 19, 2023	City Council Meeting – Adoption of Budget, Ratification of the Tax Rate (if total property tax revenue is raised) and Adoption of the Tax Rate
September 20, 2023	Publication of Tax Rate and Budget on City Website, File Tax Rate and Budget with County and State Entities
September 28, 2023	Publication of Notice of Approved Tax Rate and Budget (Submit for publication on September 21, 2023)

February 2023



MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
			Historic Preservation Commission Budget Discussion	**Staff obtain proper budget request forms from Finance Director
6	7	8	9	10
Parks & Recreation Commission Budget Discussion	CC Meeting: Budget Presentation & Budget Calendar Approval			
13	14	15	16	17
TIRZ Board Budget Discussion Founders Day Commission Budget Discussion			Farmers Market Committee Discussion Emergency Management Commission Budget Discussion	
20	21	22	23	24
		Economic Development Committee Budget Discussion		Departmental IT budget requests due to City Administrator
27	28			
Transportation Committee Budget Discussion				

Budget Activities

- Finance Director provides necessary budget information and request forms to develop individual and department budget requests.
- Staff begins meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff department heads review IT related software and equipment requests with City Administrator & Finance Director and determine any additional costs related to infrastructure. Requests due to City Administrator & Finance Director by February 24th.

***Dates may vary according to progress*

March 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
		DSRP Board Budget Discussion	Historic Preservation Commission Budget Discussion	HOT Grant Application Available
 <i>Staff review draft budget requests with supervisors and Finance Director</i>				
6	7	8	9	10
Parks & Recreation Commission Budget Discussion				
 <i>Staff review draft budget requests with supervisors and Finance Director</i>				
13	14	15	16	17
TIRZ Board Budget Discussion Founders Day Commission Budget Discussion			Farmers Market Committee Budget Discussion	
20	21	22	23	24
		Economic Development Committee Budget Discussion	Emergency Management Commission Budget Discussion	
27	28	29	30	31
Transportation Committee Budget Discussion				

Budget Activities

- Staff continues meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff reviews draft budget requests with supervisors and Finance Director.
- HOT Grant Applications become available.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
Parks & Recreation Commission Budget Discussion		DSRP Board Budget Discussion	Historic Preservation Commission Budget Discussion	
10	11	12	13	14
TIRZ Board Budget Approve Recommendation Founders Day Commission Budget Discussion				
17	18	19	20	21
			Farmers Market Committee Approve Recommendation Emergency Management Commission Approve Recommendation	City Staff Department Budget Requests Due (Includes individual staff requests)
24	25	26	27	28
Transportation Committee Approve Recommendation		Economic Development Committee Approve Recommendation		
← City Administration Budget Development →				

Budget Activities

- City Staff continues meeting with boards, commissions, committees, and council members to review and approve budget requests and recommendations.
- City Staff continues developing individual and department budget requests and updates them with feedback provided by City Administrators and Finance Director. Due by April 21st.
- City Administrator & Finance Director work with vendors and staff on options and costs for IT related expenses.

May 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
Parks & Recreation Commission Approve Recommendation		DSRP Board Approve Recommendation	Historic Preservation Commission Approve Recommendation	Board, Commission, Committee, & Council Member Budget Recommendations Due
← City Administration Budget Development →				
8	9	10	11	12
Founders Day Commission Approve Recommendation				
← City Administration Budget Development →				
15	16	17	18	19
← City Administration Budget Development →				
22	23	24	25	26
← Budget Review w/Mayor →				
29	30	31		
← Budget Review w/Mayor →				

Budget Activities

- All board, commission, committee, and council member recommendations due to Finance Director by May 6th, except for the Founders Day Commission Recommendation, which is due May 8th.
- City Administrators and Finance Director draft proposed budget and review with staff and council members as necessary.
- City Administrators and Finance Director begin budget review with the Mayor.

June 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
				HOT Grant Program Recommendation Due
5	6	7	8	9
	CC Meeting: Budget Workshop			
12	13	14	15	16
19	20	21	22	23
	CC Meeting: Budget Workshop			
26	27	28	29	30

Budget Activities

- City Administrators & Finance Director continue discussion with Mayor to finalize budget for filing.
- City Council holds 1st budget workshop to review and discuss proposed budget on June 6th.
 - Review of Budget Process - Presentation of Draft Budget to be Filed – Review of Assumptions
- City Council holds 2nd budget workshop to review and discuss proposed budget on June 20th.
 - Review of General, Agriculture, Landscaping, Sidewalk, & PEG Funds

July 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
		CC Meeting: Budget Workshop		
10	11	12	13	14
17	18	19	20	21
	CC Meeting: Budget Workshop			
24	25	26	27	28
31				

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 3rd Budget Workshop on July 5th.
 - Review of Wastewater, Utilities, Impact Fees, & TWDB Project
- City Council holds 4th Budget Workshop on July 18th.
 - Review of Parks (General Fund), DSRP, Parkland Dedication, Parkland Development, & HOT

August 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
	CC Meeting: Budget Workshop			File Proposed Budget with City Secretary and Post on Website
7	8	9	10	11
14	15	16	17	18
	CC Meeting: Budget Workshop Set Proposed Tax Rate			
21	22	23	24	25
			Publication of Proposed Tax Rate & Budget Public Hearings Begin Continuous Notice on City website	
28	29	30	31	

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 5th Budget Workshop on August 1st.
 - Review of Parks (General Fund), DSRP, Parkland Dedication, Parkland Development, & HOT
- Finance Director files proposed budget with City Secretary.
- City Secretary posts proposed budget on city website and copy given to Receptionist for public review.
- City Council holds 6th Budget Workshop on August 15th.
- City Council Sets Proposed Tax Rate on August 15th.
- City Secretary submits notice to Century News and Hays Free Press regarding Public Hearing dates for proposed Tax Rate and Budget on August 17th for publication on August 24th.
- City Secretary begins continuous notification of public hearings on City website on August 24th.

September 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
4	5	6	7	8
	CC Meeting: Budget Workshop Public Hearing on Tax Rate & Budget			
11	12	13	14	15
18	19	20	21	22
	CC Meeting: 2nd Public Hearing on Tax Rate & Budget Budget Adoption Tax Rate Ratification & Adoption	Publication of Tax Rate & Budget on City website File Tax Rate & Budget with County and State Entities		
25	26	27	28	29
			Publication of Notice of Approved Tax Rate & Budget	

Budget Activities

- City Council holds 7th Budget Workshop on September 5th.
- City Council holds Public Hearings for proposed Tax Rate and Budget on September 5th.
- City Council adopts Budget and Tax Rate on September 19th.
- Finance Director prepares Approved Budget for Fiscal Year 2024 with prescribed cover page.
- City Secretary submits notice to Century News and Hays Free Press regarding Approved Tax Rate and Budget on September 21st for publication on September 28th.
- City Secretary files Approved Tax Rate and Budget with Hays County and State Entities.



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: March 1, 2023

Agenda Item Wording: Discuss and consider possible action regarding the Expansion Paving Project and Temporary Arena.

Agenda Item Requestor: Emily Nelson

Summary/Background: The Livestock Arena (expansion) has brought some challenges and staff have been troubleshooting different options. The arena is too small for horse events. Dog Agility shows stopped booking because of the excess shavings in the dirt. Staff are unable to remove shavings from the footing which has compromised the integrity.

HCLE approached staff willing to put pavement down. This option would assist staff in the cleaning process and hopefully open that space to new types of rentals.

We could shift that footing into a temporary arena located in the field near the dirt piles. It would be a simple arena that would be similar to the outdoor arena located at Williamson County's arena. It is a simple panel arena with a 4-6" base built with wood to hold the footing in. Some of the footing would come from the Livestock Arena and some will come from the footing removed during the footing maintenance project in February.

We would need to spend approximately \$6000.00 for the panels, wood for a footing base, and then get an estimate on granite sand to finish out the footing needed.

No new equipment would be needed to drag the arena. We could include it as a rental add-on for horse shows and increase the size of our riding series with the additional space. It would be a temporary arena that we could develop further when and if needed. Our lower arena is too far from the main arena, and it flood with the lightest of rains. The temporary arena would be out of the flood plain.

I would like to get direction from the DSRP Board before finalizing plans and taking steps forward.

Staff Recommendation: Staff recommends HCLE paving the expansion per Chad Gilpin's (CODS City Engineer) guidelines. The addition of a temporary arena will allow for horse shows to have 2 arenas to be utilized for horse shows which can expand their shows and our Riding Series.

Next Steps/Schedule: Complete a scope with the guidance of the DSRP Board.



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: March 1, 2023

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

Agenda Item Requestor: Nancy Shelton

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

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

Attachments: 2023 Texas Market Guide Co-Sponsorship Agreement

Next Steps/Schedule:



City of Dripping Springs Co-Sponsorship Agreement

CLEAR

Co-Sponsor Name: Crystal Emmons

Organization: Helping Hands

Address: _____

Phone Number: _____ Email: _____

Event Description/Purpose:

Event Date: _____ Event Location: _____

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

- **Parties.** The City of Dripping Springs, Texas (“City”) and Co-Sponsor, as indicated above.
- **Agreement.** The agreement documents shall consist of the Co-Sponsorship Agreement, Policy and Application form ("Attachment "A").
- **Scope.** This Agreement applies to Co-Sponsor’s utilization of the City’s property for the Event and reasons stated above.
- **Obligations of the City.** The extent of the City’s obligations under this Agreement is that the City agrees to display a banner for the Event at city facilities and parks, post the Event on the City’s website calendar and City social media sites, and adhere to all obligations described in Attachment "A".
- **Obligations of Co-Sponsor.** Co-Sponsor agrees to oversee the organization and execution of the Event and agrees to keep the City informed of plans for the Event as described in Attachment "A". Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event. Co-Sponsor will put City logo on event banners.
- **Independent Contractor.** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor’s resources and staff in order to achieve the goals of this Agreement.
- **Safety.** Co-Sponsor agrees to abide by all state, federal, and local rules and regulations. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage. Participants in the Event shall obtain itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits, as applicable.
- **Site Maintenance.** Co-Sponsor agrees not to waste or damage City property and right-of-way. In addition, Co-Sponsor shall exercise reasonable care and due diligence to avoid harming City property and rights-of-way. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- **Duration.** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

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

ACKNOWLEDGMENT:

Owner:
City of Dripping Springs, Texas

Co-Sponsor:
Helping Hands

Andrew Binz, Parks & Community Services Director

Crystal Emmons

Date

Date



DRIPPING SPRINGS
Texas

SUBMIT

Co-Sponsorship Application

SPONSORING ORGANIZATION NAME: HELPING HANDS

APPLICANT

First Name: CRYSTAL

Last Name: EMMONS

Contact Number: 512-569-5165

Email: JCEMMONS3@gmail.com

Address: 28708 RR12, DRIPPING SPRINGS, TX 78620

EVENT

NAME: Wildflower SPRING MARKET

START DATE/TIME: 3-25-23 10AM

END DATE/TIME: 3-26-23 4PM

ADDRESS: DRIPPING SPRINGS RANCH PARK

ESTIMATED ATTENDANCE: 1500

EVENT DESCRIPTION

Spring Shopping Market. Please note that the market time is Saturday 10am-5pm and Sunday 11am-4pm

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

Yes No

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

Yes No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes No

WILL ADMISSION BE CHARGED?

Yes No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes No

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

(Attach proof to Application)

Yes No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes No

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

Yes No

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

CITY LOGO ON BANNER.
MENTION/TAG ON FACEBOOK

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

Statewide social media. Email Campaign - statewide,
POSTERS - 15 mile RADIUS

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

11th Year. We also promote the Hill Country Harvest Market in October that is also in its 10th year. Texas Market Guide is the first company to rent the Ranch Park for a shopping event. Our first reservation was made when the building was still in planning stages. Our show director, Lewanna Campbell, served on the board for awhile as a representative from our industry.

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

This Event

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

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

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

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE: APPROVE DENY

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY

CITY COUNCIL:

DATE: APPROVE DENY

Sign Request Form

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

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

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

Requirements for Banners to be displayed at The Triangle:

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

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

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

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

The City will install the sign.

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

NAME OF ENTITY: *TEXAS MARKET GUIDE*

NAME OF REPRESENTATIVE: *Lew* *CAMPBELL*

MAILING ADDRESS: *PO BOX 1977 KYLE, TX 78640*

TELEPHONE NUMBER *888-225-3427*

EMAIL ADDRESS: *LCampbell@TexasMarketGuide.com*

DESCRIPTION OF EVENT OR SERVICE:
Shopping EVENT

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

DATE, Time, Location
Helping Hands Logo/CITY LOGO

SIGN DIMENSIONS AND HEIGHT: 4'X8'

SIGN MATERIALS:

PLASTIC BANNER with grommets & air slits

REQUESTED DATE FOR SIGN TO BE DISPLAYED: MARCH 2023
(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle - ON CORNER



LAST YEAR'S BANNER IS BEING UPDATED WITH DATE FOR THIS YEAR. IS NOT READY YET. HELPING HANDS LOGO MEASURES 5" X 5". WAS NEVER GIVEN A SIZE BEFORE. JUST THAT IT NEEDED TO BE ON HERE.

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

RECEIVED BY CITY DATE: [Redacted]

CITY ADMINISTRATOR:

DATE: [Redacted] APPROVE DENY

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: June 7, 2002

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

Toll Free Telephone Number:

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

Fax Number:

513-263-3756

Federal Identification Number:

74-2599819

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

Dear Sir or Madam:

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14 Item 4.

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

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

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

COVERAGES

CERTIFICATE NUMBER: 047162896

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		NXTGZWTC84-03-GL	06/10/2022	06/10/2023	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
							MED EXP (Any one person) \$15,000.00
							PERSONAL & ADV INJURY \$1,000,000.00
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			NXTGZWTC84-03-GL	06/10/2022	06/10/2023	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

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

The Certificate Holder is Dripping Springs Ranch Park/City of Dripping Springs. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDERDripping Springs Ranch Park/City of Dripping Springs
1042 Event Center Drive
Dripping Springs, TX 78620**LIVE CERTIFICATE**

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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: March 1, 2023

Agenda Item Wording: Discuss and consider a Co-Sponsorship Agreement with Dripping Springs Ag Boosters for the 2023 Rodeo.

Agenda Item Requestor: Emily Nelson and Stephanie Kirkey

Summary/Background: Dripping Springs Ag Boosters would like to create a Co-Sponsorship for the 2023 Rodeo occurring May 26-28, 2023. We will model the agreement from the 2022 Rodeo Co-Sponsorship.

Staff Recommendation: Staff recommends a Co-Sponsorship with Dripping Springs Ag Boosters for Rodeo 2023 with the agreement that DSRP staff will assist in social media advertising and oversee all ticket sales.

Board Recommendation:

Attachments: 2023 Rodeo Co-Sponsorship Agreement

Next Steps/Schedule: City Council Contract Execution

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

THIS CONTRACT made this the ___ day of _____ 2023, by and between **Dripping Springs Ag Boosters**, hereinafter called the “*User*”, and the **City of Dripping Springs**, hereinafter called the “*Owner*.” acting herein by its City Administrator, Michelle Fischer hereunto duly authorized.

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

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

The parties agree to abide by the terms as follows:

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

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

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

B. GRANT OF LICENSE. Owner owns the **Dripping Springs Fair & Rodeo Logo** “Property”. Owner grants User a non-exclusive license to use the Property in all marketing materials related to the 2023 Dripping Springs Fair & Rodeo including digital marketing. The license to use the Property terminates on December 31, 2023 unless extended in writing by the Owner. User may use the Property for apparel or other merchandise, but must cease sale and distribution of the merchandise upon expiration or termination of this Agreement. Owner retains title and ownership of the Property. User will own all rights to materials, products, and work created by User “Work” in connection with this license. The license is only valid while the

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

C. CO-SPONSORSHIP. User shall have use of the Dripping Springs Ranch Park and Event Center for the **Dripping Springs Fair & Rodeo** from 5/26/23-5/29/23 based on the Event Center Contract attached as Exhibit “C” at the cost of the greater of seven thousand nine hundred dollars (\$7900) for the Full Facility Rental or 1/3 of the profits generated from the event, but shall not include the cost of other fees including, but not limited to, staff time or equipment rentals. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

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

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

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

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

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

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

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

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

K. DURATION. This Contract shall be in effect until December 31, 2023, unless terminated as provided below or extended in writing.

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

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

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

For the Owner:

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

For the User:

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

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

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

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

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

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

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

CITY OF DRIPPING SPRINGS

By _____
Michelle Fischer, City Administrator

By _____

EXHIBIT "A"





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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: March 1, 2023

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

Agenda Item Requestor: Molly Azopardi and Emily Nelson

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

The Barrel Races held in 2022 were a success and heavily attended.

Staff Recommendation: Staff recommends a Co-Sponsorship with Texas Hill Country Barrel Racing Association. We recommend it being an annual agreement so that we can renew annually. Staff recommends that a clause be added that all media for co-sponsored events be approved by city staff prior to publication.

Board Recommendation:

Attachments: 2023 THCBRA Co-Sponsorship Agreement

Next Steps/Schedule: City Council Contract Execution



DRIPPING SPRINGS RANCH PARK

Co-Sponsorship Agreement

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

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and the Texas Hill Country Barrel Racing Association (“Co-Sponsor”).
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch (Park) by Co-Sponsor. This Agreement will encourage the development of Dripping Springs Ranch Park as all funds generated by the City from this agreement will go to the Dripping Springs Ranch Park General Operating Fund.
3. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
 - (b) **City Administrator:** the chief administrative officer of the City, or the officer’s designee.
 - (c) **City Council:** The governing body of the City of Dripping Springs.
 - (d) **Dripping Springs Ranch Park:** The premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
 - (e) **Person:** a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, or agency.
 - (f) **Texas Hill Country Barrel Racing Association:** A Central Texas Non-Profit Barrel Racing Association open to all.
4. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events: 2 weekend Barrel Races and weekly exhibitions at DSRP Event Center.
5. **SCOPE:** This Agreement applies to Co-Sponsor’s utilization of the Park for the reasons stated above, which shall be conducted beginning February 2023. If for any reason Co-Sponsor’s events had to be changed to another date, or other events added, such changes or events added would be covered under the fee arrangement of this agreement and the availability of the

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

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

7. OBLIGATIONS OF THE PARTIES:

- 7.1** The City agrees to allow Co-Sponsor to utilize the DSRP Event Center Arena for the purpose of weekend barrel competitions at a discounted rate of \$400 per day and weekly exhibition nights at the discounted rate of \$75 per Tuesday Night.
- 7.2** THCBRA will provide quarterly payments to DSRP for their practices and Events.
- 7.3** The City will have audit privileges of all accounting done at events.
- 7.4** The City confirms that it has obtained insurance through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its streets and public areas. Such insurance shall be made available to THCBRA as participant in the Event.
- 7.5** THCBRA agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event.
- 7.6** **Supplies:** Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.7** **Utilities:** City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
- (a) Electricity
- (b) Water
- 7.8** **Independent Contractor:** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- 7.9** **Safety:**
- (a) Co-Sponsor agrees to abide by all state, federal and local rules and regulations.
- (b) Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.

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

7.10 Site Maintenance:

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

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

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

9. TERMINATION:

- 9.1** This Agreement may be terminated by mutual consent of the parties.
- 9.2** This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the use of the Park.
- 9.3** Termination shall release each party from all obligations of this Agreement, except as specified below.
- 9.4** Termination of this Agreement, as provided above, shall not prohibit or impair any claim by either party based upon any breach of this Agreement.
- 9.5** The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at the Park due to inclement weather.

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

10. INDEMNIFICATION:

Co-Sponsor agrees to INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING OUT OF OR RESULTING FROM THE CITY’S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

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

12. NOTICES: Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party’s address as set forth below.

City:

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

Co-Sponsor:

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

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

14. ASSIGNMENT: Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.

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

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

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

17. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at the Park.

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

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

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

CITY OF DRIPPING SPRINGS:

CO-SPONSOR:

Bill Foulds, Mayor

Molly Azopardi, THCBRA

Date: _____

Date: _____

MANAGER REPORT



Written by Emily Nelson

HIGHLIGHTS

January:

- Events were smooth in January.
- HCLE was a successful event with a lot of collaboration between HCLE and DSRP Staff. I believe it was the best yet.

February:

- Teri Sanders, formerly our Customer Service Specialist, was selected and accepted the offer to become the DSRP Facility Rental Coordinator.
- Footing maintenance was completed and arena users are very pleased with our footing.
- Staff mobilized and supported Emergency Management and Hays County in collecting tree debris caused by an ice event.
- DSRP hosted the Arena Polo League for the first ever arena event of its type in our facility. Staff learned a lot and the event is planning on booking again with us.
- DSRP finally received our new ABI Attachments Arena Drag. Staff will attend a Footing Academy in March to learn best practices with the drag.

HIGHLIGHTS AND PREVIEWS



“

My son and his family live in the Dripping Springs area. He was trying to figure out how he was going to handle their tree limb debris. We came to Dripping Springs to help with our trailer. We hauled numerous loads of limbs from his home to the Ranch Park location. In my opinion, very well organized by you folks. Emergency Management plays a big part whatever the need be. We strive to have a good team here in Colorado County to do the same when needed. Thank you for what you do!

”



Coming Soon in March

New Life Church Services
Every Sunday

DSRP Footing Academy for Staff
March 13-14

An Evening of Jazz
March 2

THCBRA Barrel Race
March 17-19

NADAC Dog Agility
March 3-5

Wildflower Market
March 25-26

DSRP Ranch Series Show
March 11

Fancy Feathers and 4H Point Show
March 25