



DRIPPING SPRINGS  
Texas

**CITY COUNCIL REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, February 01, 2022 at 6:00 PM**

---

**AGENDA**

**CALL TO ORDER AND ROLL CALL**

**City Council Members**

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

**Staff, Consultants & Appointed/Elected Officials**

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
Planning Director Howard Koontz  
Senior Planner Tory Carpenter  
Planning Assistant Warlan Rivera  
Parks & Community Services Director Kelly Schmidt  
Farmers Market Manager Charlie Reed  
Public Works Director Aaron Reed

---

**WORKSHOP**

---

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

- 1. Presentation regarding 90 day operations of the South Regional Water Reclamation Facility.**
- 2. Presentation regarding the City of Dripping Springs Temporary Development Moratorium. Sponsor: Mayor Foulds, Jr.**
- 3. Presentation on options for updates to the Zoning Ordinance related to Accessory Dwelling Units. Sponsor: Mayor Foulds, Jr.**
- 4. Update and discussion regarding Coronavirus Local Fiscal Recovery Funds (CLFRF).**

**CITY COUNCIL REGULAR MEETING**

## PLEDGE OF ALLEGIANCE

## PRESENTATION OF CITIZENS

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

## CONSENT AGENDA

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

- 5. Approval of the January 11, 2022, City Council regular meeting minutes.**
- 6. Approval of the January 18, 2022, City Council & Board of Adjustment regular meeting minutes.**
- 7. Approval of an Ordinance calling the General Election for Officers to be held May 7, 2022, and making provision for the conduct of the Election and resolving other matters incident and relating to the holding of such election.**
- 8. Approval of correction related to Ordinance 2021-41 and Municipal Services Agreement regarding the Voluntary Annexation by request of property owners of approximately 112.2903 acres of land into the incorporated municipal boundaries of the City of Dripping Springs, commonly known as Village Grove and regarding correction to Exhibit "C" related to the total acreage to be annexed.**
- 9. Approval of authorization for the City Administrator to approve and execute all Founders Day Goods and Services Participation Agreements that are budgeted. *Sponsor: Council Member Parks.***
- 10. Approval of the Appointment of Steve Mallett to the Historic Preservation Commission for an unexpired term ending June 30, 2023.**

- 11. Approval of a Resolution of the City of Dipping Springs, Texas, Approving and Accepting a Construction Bond for Driftwood Club Core Phase 3 Water and Wastewater.**
- 12. Approval of the Appointment of Charles Busbey to the Utility Commission for an unexpired term ending June 30, 2022. *Sponsor: Mayor Foulds, Jr.***

#### **MORATORIUM WAIVERS**

- 13. Discuss and consider approval of a Waiver Application from the temporary development moratorium for a commercial development at 4400 W US 290. *Applicant: Jugo Elizondo, Jr.***
  - a. Applicant Presentation
  - b. Staff Report
  - c. Waiver Application
- 14. Discuss and consider approval of a Waiver Application from the temporary development moratorium for the Hays Street Subdivision. *Applicant: Joe Grasso***
  - a. Applicant Presentation
  - b. Staff Report
  - c. Waiver Application

#### **BUSINESS AGENDA**

- 15. Discuss and consider approval of a Professional Services Agreement with HDR Engineering, Inc. regarding 2022 Transportation Services and authorization for City Staff to negotiate and execute the agreement and to issue Task Orders No. 1, No. 2, No. 3, No. 4 and No. 5. *Sponsor: Council Member Tahuahua***
- 16. Discuss and consider approval of Parks & Community Services Seasonal Program and Aquatics Staff Job Descriptions: Swim Instructor; Swim Aide; Customer Service Specialist; Head Lifeguard; Lifeguard; Adult Softball Coordinator; Adult Softball Umpire; and Adult Softball Scorekeeper. *Sponsor: Council Member Parks.***
- 17. Discuss and consider approval of a Use Agreement between the City of Dripping Springs and Dr. Pound Historical Farmstead related to the operation of the Dripping Springs Farmers Market. *Sponsor: Council Member Parks.***
- 18. Discuss and consider approval of the 2022 Founders Day Festival Facilities Use Agreement between the Dripping Springs Lions Club, the Dripping Springs Independent School District, and the City of Dripping Springs for the Use of District Property for Founders Day activities, including, but not limited to, the Parade and Carnival. *Sponsor: Council Member Parks.***
- 19. Discuss and consider approval of a Joint Election Agreement between the City of Dripping Springs and Hays County for shared location and costs related to the May 2022 Municipal Elections.**

- 20. Discuss and consider approval of an Election Services Agreement between the City of Dripping Springs and Hays County Election Administrator related to the administration of the May 2022 Municipal Elections.**
- 21. Discuss and consider approval of a Joint Election Agreement between the City of Dripping Springs and Dripping Springs Independent School District for shared locations and costs related to the May 2022 Municipal Elections.**
- 22. Discuss and consider adoption of City of the Dripping Springs budget calendar for Fiscal Year 2022.**
- 23. Discuss and consider approval of an Agreement between the City of Dripping Springs and Ginger Faught for City Administrator Services. *Sponsor: Mayor Foulds, Jr.***
- 24. Discuss and consider approval of an Agreement between the City of Dripping Springs and Michelle Fischer for City Administrator Services. *Sponsor: Mayor Foulds, Jr.***

## REPORTS

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

- 25. Transportation Committee Report**  
*Travis Crow, Chair*

## EXECUTIVE SESSION AGENDA

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

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

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

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

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

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

### Board, Commission & Committee Meetings

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

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

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

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

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

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

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

## ADJOURN

## TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **January 28, 2022, at 4:00 p.m.***

---

City Secretary

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

**NOTICE OF A PUBLIC HEARING ON THE EXTENSION OF A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, UNDER CHAPTER 212, TEXAS LOCAL GOVERNMENT CODE.**

Effective Thursday, November 18, 2021, a temporary moratorium was put into effect on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, or construction in the Citylimits and Extraterritorial Jurisdiction for new projects. During the Temporary Moratorium, no department of the City will accept applications or plans for development for permits, plats, verifications, rezonings, site plans, or new or revised certificates of occupancy where an exception or waiver has not been approved. On November 22, 2021, the City of Dripping Springs City Council extended the moratorium for 90 days. The extension expires on February 20, 2022.

City residents and affected parties are encouraged to provide input on whether a continuing Moratorium shall be imposed prior to the expiration of the extension of Temporary Moratorium. A public hearing will be held at the following date and time:

Council Meeting: City Council, Tuesday, February 15, 2022, 6:00 p.m.

The public hearing will be conducted in the Council Chambers located at 511 Mercer Street, Dripping Springs, Texas. The City conducted an analysis to determine the adequacy of the City's current regional wastewater facilities and the need beyond the estimated capacity that is expected to result from new property development. The City has made certain findings related to the inadequacy of the existing wastewater facilities to prevent a shortage of essential public facilities. The extension of the Temporary Moratorium is necessary to maintain the status quo and suspend further development during a period while the City receives public input on whether a continuing moratorium should be imposed. If the City Council extends the continuing moratorium, the City will have additional time to research and promulgate new or revised regulations to prevent property development from being detrimental to the public health, safety, or welfare of the residents of the municipality.

This Temporary Moratorium does not affect rights acquired under Texas Local Government Code Chapter 245 or the common law, nor does it affect an application for a project in progress under Chapter 245. The Temporary Moratorium does not affect Projects that do not impact the City's wastewater capacity.

The City of Dripping Springs has imposed this Temporary Moratorium and is considering extending the continuing Moratorium under authority granted by Chapter 212, Subchapter E, of the Texas Local Government Code.

Persons with questions, comments and concerns about the Temporary Moratorium may contact the planning department, [moratorium@cityofdrippingsprings.com](mailto:moratorium@cityofdrippingsprings.com).



**DRIPPING SPRINGS**  
Texas

# Development Moratorium – Live FAQs

December 8, 2021



# Process:



**DRIPPING SPRINGS**  
Texas

- When filing a permit for a project:
  - Show proof of approved waiver/exception; or
  - File an application for an exception or waiver
- Exception
  - Administratively reviewed during administrative completeness process
  - Must include an application for a permit starting the end of December
  - For small, no impact projects; ongoing projects; vested projects
- Waiver
  - Reviewed by City Council within 10 days of receipt
  - Must include an application for a permit
  - For projects that will have no impact on wastewater and which do not change use or have land use issues related to the comprehensive plan

Tip: Speak to staff and/or apply to an exception first to ensure your waiver will not be denied due to lack of documentation or which could have been approved administratively as an exception.

# Moratorium Ordinance



DRIPPING SPRINGS  
Texas

## EXCEPTIONS

- Vested/Ongoing Projects
- Platted Projects where wastewater approved
- Development Agreement projects
- Small, no impact

***Exceptions are administratively approved (10 business days the same as administratively completeness check) – provides for appeals to City Council***

## WAIVERS

- Projects can apply for waivers simultaneously with their applications
  - Waivers may be granted by the city council for projects that are prohibited by the moratorium, but are recognized to not detrimentally affect the city
- Waivers are reviewed by council – 10 days from waiver and documentation being filed. Denied Waivers can only be resubmitted if the project has a substantial change***

***Both of these would be applied for at time of application for the main permit. They could be applied for by lot, project, DA, or PDD.***



# PERMITS – AFFECTED AND UNAFFECTED



**DRIPPING SPRINGS**  
Texas

## Permits Subject to Moratorium

- Commercial/Multi-Family Building Permit Application
- Residential Building Permit Application
- Subdivision Application
- Site Development Application
- Zoning Amendment/PDD Application
- Development Agreement
- Conditional Use Permit
- Variance Application
- Wastewater Application

Full list available at

[www.cityofdrippingsprings.com/moratorium](http://www.cityofdrippingsprings.com/moratorium)

## Permits not Subject to Moratorium

- Contractor Registration Form
- Grandfathered Status Request/Appeal
- City Limits/ETJ Determination Letter
- Street Cut/Driveway Permit
- On Site Sewage Facility Permit Application
- Mobile Food Unit
- Pre-Development Meeting Form
- Certificate of Appropriateness
- Annexation Application
- Sign Permit
- Exterior Lighting Review
- Zoning Determination Letter Request
- Residential Swimming Pool Permit
- Demolition Permit

# List of Projects that have Already Received Exceptions



**DRIPPING SPRINGS**  
Texas

Date Approved	Name of Project	Approved	Item # 2.
11/23/2021	Headwaters	DA	
11/23/2021	Caliterra	DA	
11/23/2021	Cannon Ranch	PDD/WW Agreement	
11/23/2021	Driftwood/Driftwood 522	DAs	
11/23/2021	Ledgestone (MUD 4)	Consent to MUD	
11/23/2021	Wild Ridge	Consent to MUD/WW Agreement	
11/23/2021	Big Sky Ranch	PDD/WW Agreement	
11/23/2021	Arrowhead Ranch	DA	
11/23/2021	Carter Tract	DA and WW agreement (Caliterra)	
11/23/2021	Cortaro	Final Plat and Septic	
11/23/2021	Village Grove	Consent to MUD	
11/23/2021	New Growth	MOU	
11/23/2021	PDD 11	PDD and WW Agreement	
11/23/2021	Parten Ranch	DA	
12/1/2021	Heritage Subdivision	DA/PDD/WW Agreement	
12/7/2021	Esperanza	Approved Plats and Exceptions	

**Tip: If building in one of these subdivisions you do not need your own exception or waiver. But you may need a copy of the letter approving the exception. Contact the developer or the City can provide a copy.**

For Educational Purposes Only - for specific questions email  
moratorium@cityofdrippingsprings.com



**DRIPPING SPRINGS**  
Texas

# Website

[www.cityofdrippingsprings.com/moratorium](http://www.cityofdrippingsprings.com/moratorium)



**DRIPPING SPRINGS**  
Texas

# QUESTIONS?



**CITY OF DRIPPING SPRINGS**

**ORDINANCE 2022-**

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

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

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

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

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

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

**WHEREAS**, Texas Local Government Code Chapters 211, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 2. DEFINITIONS:** As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings

provided in the City's Code of Ordinances, or if not defined by the City then the common meanings in accordance with ordinary usage.

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

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

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

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

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

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

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

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

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

- A. assess the short-term and long-term comprehensive plan;
- B. review the City's policies on the acceptance of applications for municipal permits for construction or development;

- C. update the City's permitting and planning requirements and processes for wastewater and transportation infrastructure; and
- D. obtain and review public input and expert guidance.

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

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

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

**SECTION 8. EXCEPTIONS AND EXEMPTIONS:**

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

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

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

2. **Ongoing Projects.**

The temporary moratorium implemented by this Ordinance does not apply to any projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of November 18, 2021, such being the fifth business day after the date on which the City published notice of the public hearings to consider this Ordinance. The provisions of this Ordinance do not apply to any completed application or plan for development for a permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or

revised certificate of occupancy for Property Development that were filed prior to November 18, 2021. New permits applied for as part of a previously approved project may proceed once an exception is applied for and approved as described herein.

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

## SECTION 9. DETERMINATIONS & APPEALS

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

- B. City Council.** City Council shall make a final decision on waivers within 10 days of

filing of application.

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

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

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

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

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

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

**SECTION 14. PROPER NOTICE & MEETING:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

**CITY OF DRIPPING SPRINGS:**

by: \_\_\_\_\_  
Bill Foulds, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Secretary

## ATTACHMENT "A"



### Permits Subject to Moratorium<sup>1</sup>

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

---

<sup>1</sup> Any permit subject to the Moratorium must be accompanied by an Exception or Waiver Form which can be found at [www.cityofdrippingsprings.com/moratorium](http://www.cityofdrippingsprings.com/moratorium).

## **Permits not Subject to Moratorium**

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



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





## DRIPPING SPRINGS Texas

### Projects with Approved Exceptions/Waivers

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

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



**To: Mayor Bill Foulds, Jr., and the City Council**  
**From: Tory Carpenter, AICP – Senior Planner**  
**Date: January 18, 2022**  
**RE: Regulation of Accessory Dwelling Units**

---

## **I. Overview**

At the City Council meeting on January 18, 2022, the Council directed staff to examine and, where appropriate, update Dripping Springs' Accessory Dwelling Unit (ADU) regulations. This direction came after several City Council members showed concerns regarding the lack of regulations related to accessory dwelling units, particularly the relative size of the structures relative to the primary structure on the site.

## **II. Possible Regulations**

Before drafting an ordinance, staff seeks direction regarding specific metrics of regulations for ADUs, including but not limited to size, parking, utilities, and ownership. These regulations are meant to ensure that ADUs serve their intended purpose.

### **1. Size & Location**

Most municipalities that regulate ADUs restrict the square footage of the structures. These restrictions can include an overall maximum square footage of ADUs, a percentage based on the square footage of the primary structure, or both. Note the importance of defining square footage of the main structure and ADU; e.g. by building footprint, livable space, or enclosed space.

Height restrictions may also be included in ADU regulations. Currently in the City's zoning regulations, most zoning districts have separate height limitations for accessory structures. For instance, in SF-1 the main structure cannot exceed either 1.5 stories or 40 feet; and accessory structures cannot exceed 25 feet. Note that if the Council decides to restrict accessory structures to below two stories, this effectively prohibits detached garage apartments.

The location of ADUs can be restricted to certain required yards (e.g. rear yard only), or certain location on a lot (e.g. beside or behind the primary structure).

## **2. Parking**

Parking regulations can include the amount and location of parking. Currently, parking for ADUs is not differentiated from other residential uses and two spaces are required for each unit. No change to the ordinance is necessary to keep this requirement.

In an effort to limit potential negative impacts of ADUs, location of parking can be limited to a certain area of lot. For instance, ADU parking could only be allowed behind the primary building façade.

## **3. Utilities**

Another method of ADU regulation includes prohibiting separate utility connections. This can include water, electric, sewer, and septic systems. This encourages coordination between tenants and is typical for a proper “guest house.”

## **4. Ownership**

The City can require that only owner-occupied properties be allowed to construct accessory dwelling units. While this requirement can be effective at limiting investors from purchasing properties to build additional units, it is difficult to enforce after the unit is built.

## **5. Zoning Districts**

Currently, ADUs are permitted in AG, HO, and GUI. They require a Conditional Use Permit in SF-1 and SF-2. The [use chart](#) can be updated to change which zoning districts allow or prohibit ADUs.

### **III. Staff Recommendations**

Staff recommends, at minimum, that the size of ADUs be restricted to 50% of the livable square footage of the primary structure. The Council should also consider an overall restriction to address situations with relatively large homes.

### **IV. Short Term Rentals**

The City does not currently regulate short term rentals (STRs) and staff is not considering STRs as part of this zoning ordinance. If this is part of the ADU concern, staff can look at an overall regulatory scheme for STRs.



DRIPPING SPRINGS  
Texas

# CITY COUNCIL REGULAR MEETING - MORATORIUM WAIVERS

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, January 11, 2022 at 5:00 PM

## MINUTES

### CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 5:00 p.m.

**City Council Members present were:**

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

**Staff, Consultants & Appointed/Elected Officials present were:**

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
Planning Director Howard Koontz  
Senior Planner Tory Carpenter  
Planning Assistant Warlan Rivera

### PLEDGE OF ALLEGIANCE

Council Member Harris-Allison led the Pledge of Allegiance to the Flag.

### PRESENTATION OF CITIZENS

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

No one spoke during Presentation of Citizens.

A motion was made by Council Member Harris-Allison to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with City Attorney and regarding Executive Session Agenda Item 4. Council Member King seconded the motion which carried unanimously 5 to 0.

## EXECUTIVE SESSION

4. **Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals.**  
*Consultation with City Attorney, 550.071*

The City Council met in Executive Session from 5:05 p.m. – 5:27 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 5:27 p.m.

## OPEN SESSION

### MORATORIUM WAIVERS

1. **Discuss and consider approval of a Waiver Application from the temporary development moratorium for the Overlook at Bunker Ranch residential development.**  
*Applicant: Brian Estes*
  - a. **Applicant Presentation** – Applicant Brian Estes gave a presentation on waiver application request.
  - b. **Staff Report** – Tory Carpenter presented the staff report which is on file.
  - c. **Waiver Application** – A motion was made by Council Member King to approve a Waiver Application from the temporary development moratorium for the Overlook at Bunker Ranch residential development. Council Member Parks seconded the motion which carried unanimously 5 to 0.
2. **Discuss and consider approval of a Waiver Application from the temporary development moratorium for the Hardy T Land South residential development.**  
*Applicant: Brian Estes*
  - a. **Applicant Presentation** – Applicant Brian Estes gave a presentation on waiver application request.
  - b. **Staff Report** – Tory Carpenter presented the staff report which is on file.
  - c. **Waiver Application** – A motion was made by Council Member King to approve a Waiver Application from the temporary development moratorium for the Hardy T Land South residential development. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

3. **Discuss and consider approval of a Waiver Application from the temporary development moratorium for the Hardy T Land North residential development.**  
*Applicant: Brian Estes*

**a. Applicant Presentation** – Applicant Brian Estes gave a presentation on waiver application request.

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

**c. Waiver Application** – A motion was made by Council Member King to approve a Waiver Application from the temporary development moratorium for the Hardy T Land North residential development. Council Member Tahuahua seconded the motion which carried 3 to 2, with Mayor Pro Tem Manassian and Council Member Harris-Allison opposed.

#### **EXECUTIVE SESSION AGENDA**

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

4. **Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals.**  
*Consultation with City Attorney, 550.071*

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

#### **ADJOURN**

A motion was made by Council Member Harris-Allison to adjourn the meeting. Council Member Parks seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 6:05 p.m.

**APPROVED ON:** February 1, 2022

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary







DRIPPING SPRINGS  
Texas

# CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, January 18, 2022 at 6:00 PM

## MINUTES

### CALL TO ORDER AND ROLL CALL

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

**City Council Members present were:**

Mayor Bill Foulds, Jr.  
Mayor Pro Tem Taline Manassian  
Council Member Place 2 Wade King  
Council Member Place 3 Geoffrey Tahuahua (arrived at 6:40 p.m.)  
Council Member Place 4 April Harris Allison  
Council Member Place 5 Sherrie Parks

**Staff, Consultants & Appointed/Elected Officials present were:**

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
Communications & Marketing Director Lisa Sullivan  
Parks & Community Services Director Kelly Schmidt  
Planning Director Howard Koontz  
Senior Planner Tory Carpenter  
Planning Assistant Warlan Rivera  
City Engineer Chad Gilpin  
Planning & Zoning Commission Chair Mim James  
TIRZ Project Manager Keenan Smith  
Special Counsel Cristian Rosas-Grillet

### ***CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING***

### PLEDGE OF ALLEGIANCE

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

### PROCLAMATIONS

- 1. Proclamation of the City of Dripping Springs Memorializing Wayne E. Smith. Sponsor:**  
*Mayor Foulds, Jr.*

Council Member King read the proclamation.

Via unanimous consent, the City Council approved the Proclamation Memorializing Wayne E. Smith.

### **PRESENTATION OF CITIZENS**

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

No one spoke during Presentation of Citizens.

Mayor Pro Tem Manassian exited the Council Chambers at 6:06 p.m.

---

### **BOARD OF ADJUSTMENT**

---

### **CALL TO ORDER AND ROLL CALL**

With a quorum of the Board of Adjustment present, Chair Foulds, Jr. called the Board to order at 6:07 p.m.

**Board of Adjustment Members present were:**

Board Chair Bill Foulds, Jr.  
 Board Member Wade King  
 Board Member April Harris Allison  
 Board Member Sherrie Parks  
 Alternate Board Member Charles Busbey  
 Alternate Board Member Joe Volpe

**Board of Adjustment Members absent were:**

Board Member Taline Manassian  
 Board Member Geoffrey Tahuahua

### **BOARD OF ADJUSTMENT AGENDA**

- 2. Public hearing and consideration of approval of VAR2021-0022: an application for Special Exception to allow the expansion of a nonconforming structure located at 102 Bluff Street, Dripping Springs, Texas. Applicant: Joe Grasso, P.E.; Doucet & Associates.**

- a. Applicant Presentation** – John Doucet gave a presentation on the item.

**b. Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the item.

**c. Planning & Zoning Commission Report** – Chair James presented the report. The Commission recommended City Council approval 5 to 0.

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

**e. Special Exception** – A motion was made by Board Member Harris-Allison to approve VAR2021-0022: an application for Special Exception to allow the expansion of a nonconforming structure located at 102 Bluff Street, Dripping Springs, Texas. Board Member Volpe seconded the motion which carried unanimously 6 to 0.

---

**CITY COUNCIL**

---

Mayor Pro Tem Manassian returned to the Council Chambers.

**CONSENT AGENDA**

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

- 3. Approval of the January 4, 2022, City Council regular meeting minutes.**
- 4. Approval of the December 2021 City Treasurer's Report.**
- 5. Approval of Parks & Community Services department seasonal program staff job descriptions for Coyote Kids Nature Camp. Sponsor: Council Member Parks.**
- 6. Approval of a Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Club Core Phase 1 water and wastewater.**

**Filed as Resolution No. 2022-R03**

- 7. Approval of a Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Club Core Phase 2 water and wastewater.**

**Filed as Resolution No. 2022-R04**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda items 3 – 7. Council Member Parks seconded the motion which carried unanimously 4 to 0.

A motion was made by Mayor Pro Tem Manassian to consider Business Agenda Item No. 15 out of order and to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with City Attorney and regarding Business Agenda Item No. 15. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

## EXECUTIVE SESSION

- 15. Public hearing and consideration of approval of CUP2021-0006: an application for a Conditional Use Permit for an accessory dwelling unit at 106 Bonnie Drive, Dripping Springs, Texas. Applicant: Todd Larsen**

The City Council met in Executive Session from 6:19 p.m. – 6:30 p.m.

There was no vote or action taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 6:30 p.m.

## OPEN SESSION

### BUSINESS AGENDA

- 15. Public hearing and consideration of approval of CUP2021-0006: an application for a Conditional Use Permit for an accessory dwelling unit at 106 Bonnie Drive, Dripping Springs, Texas. Applicant: Todd Larsen**

**a. Applicant Presentation** – Todd Larsen gave a presentation on the item.

**b. Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the conditional use permit with the following conditions:

- (1) CUP does not expire.
- (2) Minimum of two off-street parking spaces for the ADU must be provided in addition to any other parking requirements.
- (3) The ADU may not be sold separately from the primary structure.

**c. Planning & Zoning Commission Report** – Chair James presented the report. The Commission recommended City Council approval, with staff conditions, 5 to 0.

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

**e. Conditional Use Permit** – A motion was made by Mayor Pro Tem Manassian to deny approval of CUP2021-0006: an application for a Conditional Use Permit for an accessory dwelling unit at 106 Bonnie Drive, Dripping Springs, Texas. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

- 8. Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and HDR Engineering, Inc. related to the TIRZ Old Fitzhugh Road Project. Sponsor: Mayor Pro Tem Manassian**

Keenan Smith presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Council Member King to approve a Professional Services Agreement between the City of Dripping Springs and HDR Engineering, Inc. related to the TIRZ Old Fitzhugh Road Project. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

**9. Discuss and consider approval of expenditure of funds on Rob Shelton Improvements as provided for in the Ashton Woods (Cannon) Off Site Road Agreement. Applicant: Steven Pierce, Ashton Woods**

Chad Gilpin presented the staff report which is on file. Staff recommends approval of the agreement.

Via unanimous consent, the City Council tabled this item until after item 11.

Joe Grasso with Doucet & Associates gave a presentation which is on file.

A motion was made by Council Member King to approve the expenditure of funds on Rob Shelton Improvements as provided for in the Ashton Woods (Cannon) Off Site Road Agreement as presented and with five-foot (5') sidewalks where possible. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

**10. Consideration and discussion regarding approval of a Proposal for a City Hall Needs Assessment from HDR Engineering, Inc. and authorization of City Staff to negotiate and execute a Professional Services Agreement with HDR Engineering for a City Hall Needs Assessment and to issue Task Orders #1 and #2. Sponsor: Mayor Foulds, Jr.**

Michelle Fischer and Keenan Smith presented the staff report, which is on file, and Keenan introduced project engineer Chris Casey with HDR Engineering, Inc. Staff recommends approval of the proposal.

A motion was made by Mayor Pro Tem Manassian to approve a Proposal for a City Hall Needs Assessment from HDR Engineering, Inc. and authorization of City Staff to negotiate and execute a Professional Services Agreement with HDR Engineering for a City Hall Needs Assessment and to issue Task Orders #1 and #2. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

**11. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance of the City of Dripping Springs, Texas amending the current 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2022-01**

The City Council returned to consider tabled item 11.

- 12. Discuss and consider selection of contractor and alternates from statements of qualifications for Comprehensive Planning services to update the City's Comprehensive Plan and authorize staff to finalize Professional Services Agreement with selected contractor.** *Sponsor: Mayor Foulds, Jr.*

Howard Koontz presented the staff report which is on file. Staff recommends the selection of DTJ Design.

A motion was made by Mayor Pro Tem Manassian to select DTJ Design as the contractor and Freese & Nichols as the alternate for Comprehensive Planning services to update the City's Comprehensive Plan and to authorize staff to finalize Professional Services Agreement. Council Member Parks seconded the motion which carried unanimously 5 to 0.

- 13. Discuss and consider approval of a Resolution and Agreement extending access to City health benefits to the Dripping Springs Visitors Bureau under current City contract with Texas Municipal League Health Benefits Pool.** *Sponsor: Mayor Foulds, Jr.*

A motion was made by Council Member Harris-Allison to approve a Resolution and Agreement extending access to City health benefits to the Dripping Springs Visitors Bureau under current City contract with Texas Municipal League Health Benefits Pool. Council Member King seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2022-R05**

- 14. Discuss and consider approval of the Dripping Springs High School Baseball Booster Club's request for a street closure of Bluff Street and Wallace to host their annual washer tournament fundraiser on February 12, 2022.** *Sponsor: Council Member Parks.*

A motion was made by Council Member Parks to approve the Dripping Springs High School Baseball Booster Club's request for a street closure of Bluff Street and Wallace to host their annual washer tournament fundraiser on February 12, 2022. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

- 15. Public hearing and consideration of approval of CUP2021-0006: an application for a Conditional Use Permit for an accessory dwelling unit at 106 Bonnie Drive, Dripping Springs, Texas.** *Applicant: Todd Larsen*

The City Council considered this item earlier in the agenda.

- a. Applicant Presentation**
- b. Staff Report / PZC Report**
- c. Public Hearing**
- d. Conditional Use Permit**

- 16. Discuss and consider approval of Administrative Leave Request for Sherry Canady, Records Management Clerk.** *Sponsor: Mayor Foulds, Jr.*

A motion was made by Council Member Tahuahua to approve an Administrative Leave Request for Sherry Canady, Records Management Clerk through April 1, 2022. Council Member Parks seconded the motion which carried unanimously 5 to 0.

## REPORTS

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

There were no reports presented.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda items 17 and 20. Council Member Parks seconded the motion which carried unanimously 5 to 0.

## EXECUTIVE SESSION AGENDA

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

- 17. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals.** *Consultation with City Attorney, 551.071*
- 18. Consultation with City Attorney and deliberation regarding real property related to Village Grove project.** *Consultation with Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 19. Deliberation of Personnel Matters regarding the job description, compensation, benefits, and employment of the Records Management Clerk.** *Deliberation of Personnel Matters, 551.074*
- 20. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

The City Council met in Executive Session from 8:01 p.m. -8:18 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:18 p.m.



## OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to pull Executive Session Agenda Item 20 into Open Session for action. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

**20. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072***

A motion was made by Mayor Pro Tem Manassian to approve a Resolution of the City of Dripping Springs determining a public need and necessity for the acquisition of certain property for the South Regional Water Reclamation Project and authorizing the City Attorney to file proceedings in eminent domain to require said property of interest as discussed in Executive Session. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2022-R06**

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

January 25, 2022, at 5:00 p.m. (Exceptions & Waivers)

February 1, 2022, at 6:00 p.m. (CC & BOA)

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

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

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

### Board, Commission & Committee Meetings

January 20, 2022, Farmers Market Committee at 10:00 a.m.

January 20, 2022, Emergency Management Commission at 12:00 p.m.

January 24, 2022, Transportation Committee at 3:30 p.m.

January 24, 2022, Founders Day Commission at 6:30 p.m.

January 25, 2022, Planning & Zoning Commission at 6:00 p.m.

January 26, 2022, Economic Development Committee at 4:00 p.m.

## ADJOURN

A motion was made by Council Member Harris-Allison to adjourn the meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 8:21 p.m.

**APPROVED ON:** February 1, 2022

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

## CITY OF DRIPPING SPRINGS

### ORDINANCE No. 2022-\_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, CALLING THE GENERAL ELECTION FOR OFFICERS TO BE HELD WITHIN SAID MUNICIPALITY ON MAY 7, 2022, AND MAKING PROVISION FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE HOLDING OF SUCH ELECTION.

**WHEREAS**, the regular municipal election day for the City of Dripping Springs, Texas (“City”), is the uniform election day occurring the first Saturday on May 7, 2022; and

**WHEREAS**, the terms for Mayor, Council Member Place 2, and Council Member Place 4 are scheduled to expire at the next uniform election date; and

**WHEREAS**, Section 3.004 of the Texas Election Code requires the governing body of a city to order an election for its officers and post notice or Order of Election.

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

#### 1. ELECTION

- A. An Election (the “Election”) is hereby ordered to elect municipal officers for Mayor, Council Member Place 2, and Council Member Place 4.
- B. The Election shall be held on the next uniform election date of May 7, 2022.
- C. Said Election date is 78 or more days from the date of the adoption of this Ordinance (the “Order”) as required by Section 3.005 of the Texas Election Code. The Election shall be solely in the territorial boundaries of the City. All resident, qualified voters of Dripping Springs shall be entitled to vote.

#### 2. POSITIONS

At such Election, candidates for the following Places shall be submitted:

Mayor  
Council Member Place 2  
Council Member Place 4

#### 3. BALLOTS

- A. Ballots shall be prepared in accordance with the Texas Election Code, so as to permit the

electors to vote for the candidate(s) of their choice.

**B. Applications for Ballots by Mail (ABBM)s shall be mailed to:**

Hays County Early Voting Clerk  
 Attn: Jennifer Doinoff  
 712 South Stagecoach Trail, Suite 1012  
 San Marcos, Texas 78666-6294  
 (512) 393-7310  
[elections@co.hays.tx.us](mailto:elections@co.hays.tx.us)  
<https://hayscountytexas.com/departments/elections/>

**C. Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on April 26, 2022.**

**D. Federal Post Card Applications (FPCAs) must be received no later than the close of business on April 26, 2022.**

#### **4. CONDUCT OF ELECTION**

The Election shall be conducted by election officers appointed by the Elections Officer in accordance with the Texas Election Code, the Constitution and laws of the State of Texas and the United States of America.

#### **5. APPOINTMENTS**

- A.** The City Council hereby appoints the Hays County Elections Administrator Jennifer Doinoff as the Election Officer for the sole purpose of conducting the Election, early voting related thereto, tabulation of votes and the custody of any records from such election. This appointment includes services as the Early Voting Clerk for the Election, which is specifically outlined in Section 8.
- B.** The City Council hereby delegates the authority to the Hays County Election Administrator to appoint the Election Judge and Alternate Election Judge. The Mayor is authorized to appoint alternates, if necessary.
- C.** The rate of pay for each Election Judge and Clerk shall be in accordance with state law.

#### **6. PRECINCTS & POLLING PLACES**

- A.** The territorial boundaries of the City of Dripping Springs are hereby designated as the voting precinct for this Election.
- B.** The Main Election Day Polling place shall be:

City of Dripping Springs City Hall  
 511 Mercer Street  
 Dripping Springs, Texas 78620

C. Election Day Polling places shall be open May 7, 2022, from 7:00 a.m. – 7:00 p.m.

## 7. INFORMATION IN SPANISH

Notices, instructions, ballots and other written material pertaining to the Election shall be translated into the Spanish language. This material shall be furnished to voters in both English and Spanish in order to enable voters to properly participate in the election process. In addition, the City shall provide the services of a translator speaking both English and Spanish languages to voters who notify the City of the need for such services.

## 8. EARLY VOTING BY MAIL

Jennifer Doinoff, Hays County Elections Administrator & Voter Registrar, shall serve as Early Voting Clerk for the purpose of receiving ballot applications for ballots to be voted by mail. Ballot applications submitted by mail shall be addressed to the following address:

Hays County Elections  
 Attn: Early Voting Clerk  
 712 South Stagecoach Trail, Suite 1012  
 San Marcos, Texas 78666-6294  
 (512) 393-7310  
[elections@co.hays.tx.us](mailto:elections@co.hays.tx.us)  
<https://hayscountytexas.com/departments/elections/>

## 9. EARLY VOTING BY PERSONAL APPEARANCE

A. The Hays County Elections Administrator shall serve as the Early Voting Clerk. The Early Voting Clerk shall have the authority to designate such Deputy Early Voting Clerks as may be necessary to staff the Early Voting Polling Place established under this order.

B. The main Early Voting Location shall be:

City of Dripping Springs City Hall  
 511 Mercer Street  
 Dripping Springs, Texas 78620

C. Early Voting polling places shall be open:

**Monday, April 25, 2022**  
 7:00 a.m. – 7:00 p.m.

**Tuesday, April 26, 2022 – Friday April 29, 2022**  
 8:00 a.m. – 5:00 p.m.

**Saturday, April 30, 2022**

10:00 a.m. – 2:00 p.m.

**Monday, May 2, 2022**

7:00 a.m. – 7:00 p.m.

**Tuesday, May 3, 2022**

8:00 a.m. – 5:00 p.m.

## **10. CANVASSING OF RETURNS**

The Hays County Elections Administrator shall make a written return of the Election results to the City Council in accordance with the Texas Elections Code. The City Council shall canvass the returns and declare the results of the Election in accordance with the Texas Election Code.

## **11. NOTICE OF ELECTION**

Notice of Election shall be published one time in both the English and Spanish languages, in a newspaper published within the Dripping Springs' territory at least ten (10) days and no than thirty (30) days before the Election and as otherwise may be required by the Texas Election Code. Notice of the Election shall also be posted on the bulletin board used by the City Council to post notices of its City Council meetings no later than the twenty-first (21st) day before the Election.

## **12. AUTHORIZATION TO EXECUTE**

The Mayor of the City of Dripping Springs is authorized to execute, and the City Secretary is authorized to attest this Ordinance on behalf of the City Council. The Mayor is further authorized to do all other things legal and necessary in connection with the ordering, holding and consummation of the Election.

## **13. EFFECTIVE DATE**

This Ordinance is effective immediately upon its passage and approval.

## **14. PROPER NOTICE & MEETING**

A quorum of the City Council was present at the meeting at which this Ordinance was adopted. The meeting was open to the public and public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government.

**PASSED & APPROVED this, the 1<sup>st</sup> day of February 2022, by a vote of \_\_ (ayes) to \_\_ (nays) to \_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds, Jr.  
Mayor

\_\_\_\_\_  
Taline Manassian  
Council Member Place 1

\_\_\_\_\_  
Wade King  
Council Member Place 2

\_\_\_\_\_  
Geoffrey Tahuahua  
Council Member Place 3

\_\_\_\_\_  
April Harris Allison  
Council Member Place 4

\_\_\_\_\_  
Sherrie Parks  
Council Member Place 5

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary



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

---

**Submitted By:** Laura Mueller, City Attorney

---

**Council Meeting Date:** February 1, 2022

**Agenda Item Wording:** Approval of correction related to Ordinance 2021-41 regarding the Voluntary Annexation by request of property owners of approximately 112.291 acres of land into the incorporated municipal boundaries of the City of Dripping Springs, commonly known as Village Grove and regarding correction to Exhibit "C" related to the total acreage to be annexed.

**Agenda Item Requestor:** Rex Baker, Baker & Robertson

---

**Summary/Background:** These properties were annexed in October 2021. However, there was an error in one of the surveys attached to the ordinance and the acreage in the ordinance. The corrected acreage changes the acreage from approximately 79 acres to approximately 80 acres which changed the overall acreage from 111 acres to 112 acres.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approve corrected annexation ordinance and exhibits.

**Attachments:** Corrected Ordinance. Corrected Exhibits. Staff Report.

**Next Steps/Schedule:** If approved, the corrected ordinance will be filed at the City and at Hays County and the Comptroller’s office.



**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO. 2021-41-CORRECTED**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNERS APPROXIMATELY 112.2903 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

**WHEREAS**, the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

**WHEREAS**, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

**WHEREAS**, the City received a written petition from Clinton Cunningham and Dawn Cunningham requesting the voluntary annexation of the area described in Exhibit “A” on September 30, 2021; and

**WHEREAS**, the area identified in Exhibit “A”, 15 acres located in the P.A. Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

**WHEREAS**, the City received a written petition from 740 Sports Park LLC, requesting the voluntary annexation of the area described in Exhibit “B” on October 1, 2021; and

**WHEREAS**, the area identified in Exhibit “B”, 17.038 acres located in the P.A Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

**WHEREAS**, the City received a written from petition Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and as Trustee for Edmund Mokhtarian requesting the voluntary annexation of the area described in Exhibit “C” on October 12, 2021; and

**WHEREAS**, the area identified in Exhibit “C”, 80.2523 acres of the P.A. Smith League Survey, the C.H. Malott Survey and the Benjamin F. Mims Survey No. 8, Hays County, Texas, is adjacent and contiguous to the city limits; and

**WHEREAS**, the City Council granted the petitions and allowed City staff to proceed with negotiating the service agreement with the property owners, in accordance with Section 43.0672 of Texas Local Government Code; and

**WHEREAS**, the City Council conducted a public hearing and considered testimony regarding

the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on October 19, 2021; and

**WHEREAS**, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

### **1. FINDINGS OF FACT**

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Dripping Springs, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

### **2. ANNEXATION OF TERRITORY**

- A.** The property in the area described in Exhibit “A”, “B” and “C”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.
- B.** The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.
- C.** An annexation agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code and is attached hereto as part of Exhibit “A”, “B” and “C” and incorporated herein for all intents and purposes.
- D.** The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

### **3. EFFECTIVE DATE**

This ordinance is effective, and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

### **4. FILING**

- A.** The City Secretary is hereby instructed to include this Corrected Ordinance in the records of the City.

- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C. The City Secretary is hereby instructed to file a certified copy of this Corrected Ordinance with the Hays County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the corrected annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller's Office.

## 5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

## 6. PROPER NOTICE AND MEETING

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

**PASSED AND APPROVED this the 19<sup>th</sup> day of October 2021, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Dripping Springs, Texas; corrected on this 1<sup>st</sup> day of February 2022, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of the City of Dripping Springs, Texas.**

**THE CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds Jr.

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

# EXHIBIT “A”

# EXHIBIT “B”

# EXHIBIT “C”

# EXHIBIT “A”

**PETITION REQUESTING ANNEXATION OF TERRITORY  
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

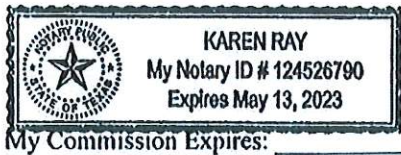
Dated: October 18, 2021.

  
\_\_\_\_\_  
Clinton Cunningham

  
\_\_\_\_\_  
Dawn Cunningham

STATTE OF TEXAS  
COUNTY OF HAYS

This instrument was acknowledged before me on October 18 2021 by Clinton Cunningham and Dawn Cunningham.



  
\_\_\_\_\_  
Notary Public, State of Texas



## EXHIBIT A

## Property Legal Description:

## Tract 1:

Oak Hill Surveying Co., Inc.  
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SHERIDAN LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING ONE OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most northerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide easement and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia D. Deason by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are:  $T=15°12'13"$ ,  $R=689.28$  feet,  $T=91.99$  feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 230.19 feet to an iron pin set for the northeast corner of the herein described tract.

May 25, 1989  
Re: 10.00 acre tract  
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Messon Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

*J. J. [Signature]*  
J. J. [Signature]  
Surveyor  
S. #4010  
Updated 9-3-93

Job #1646

Tract 2:

Oak Hill Surveying Co., Inc.  
3124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTP. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the northeast corner of a 17.0518 acre tract of land conveyed to J. C. and Hara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.


THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 760.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Pleala Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

  
Jimmy R. Jones, Registered Professional Surveyor, State of Texas, No. 04010  
Updated 9-3-93

Job #1651

# EXHIBIT “B”

**PETITION REQUESTING ANNEXATION OF TERRITORY  
IN WHICH THERE ARE FEWER THAN THREE VOTERS**


TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

**I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.**

Dated: 10/1, 2021.

**740 Sports Park, LLC**  
A Texas limited liability company

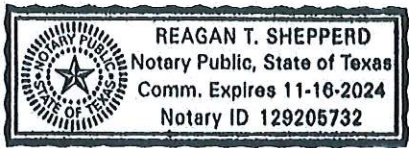
By:   
Name: David Denbow  
Title: Manager

STATTE OF TEXAS  
COUNTY OF HAYS

This instrument was acknowledged before me on October 1st, 2021 by David Denbow, Manager of 740 Sport Park, a Texas limited liability company, on behalf of said limited liability company.

  
Notary Public, State of Texas

My Commission Expires: 11-16-2024



## EXHIBIT A

## Property Legal Description:

**BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.**

**BEGINNING** at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

**THENCE**, with an east line of said 40.00 acre tract and the west line of the herein described tract, **N02°12'00"W**, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

**THENCE**, with the south line of said 1.18 acre tract, and the north line of the herein described tract, **N87°47'00"E**, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

**THENCE**, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears **N81°45'16"E**, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. **N75°43'32"E**, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

**THENCE**, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, **S04°16'26"W**, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2858, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

**THENCE**, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. **S88°21'29"W**, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. **S01°35'01"E**, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. **S88°48'03"W**, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

# EXHIBIT “C”

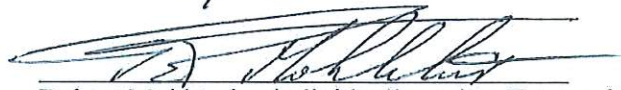
**PETITION REQUESTING ANNEXATION OF TERRITORY  
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

**I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.**

Dated: 10/12, 2021.



Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian

STATTE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 10-12, 2021 by Robert Mokhtarian, Robert Mokhtarian Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian.

  
\_\_\_\_\_  
Notary Public, State of California

My Commission Expires: 09-23-2024

*See attached CA Acknowledgment  
10-12-2021 A-V,*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

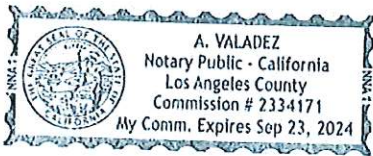
On 10-12-2021 before me, A. Valadez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Robert Mokhtarian  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Valadez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Petition Requesting Annexation of Territory

Title or Type of Document: \_\_\_\_\_ Document Date: 10-12-2021

Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## EXHIBIT A

## Property Legal Description:

## Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE G.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60+D nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

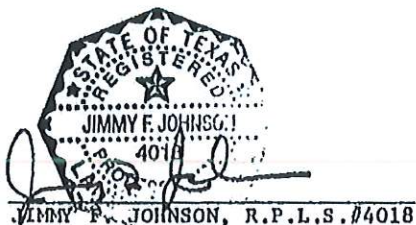
THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60- FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 706, PAGE 806, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRES STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD\_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.04 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 86.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 86.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.  
P.O. Box 1273  
16740 Fitzhugh Road, Ste. 102  
Dripping Springs, Texas 78620  
512-868-2236  
Firm Registration No.: 10091700



*Bryan D. Newsome* 12 November 2017  
Bryan D. Newsome Registered Professional Land Surveyor No. 5657 Date

## MUNICIPAL SERVICES AGREEMENT-CORRECTED

This Municipal Services Agreement ("Agreement") is entered into on \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the **City of Dripping Springs**, Texas, a General Rule municipality of the State of Texas, ("City") and **Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian** ("Owners").

### RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 80.2523 acres, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property"); and

**WHEREAS**, City and Owner desires to set out the City services to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

**NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:**

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its Owner(s):

**a. POLICE PROTECTION**

The City does not provide municipal police protection but has an agreement with Hays County for protection through the Hays County Sheriff's Office.

**b. FIRE SERVICE**

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue (Emergency Services District #6). Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

**c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES**

The Building Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

**d. LIBRARIES**

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

**e. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES**

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

**f. PLANNING & ZONING**

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

**g. PARKS & RECREATION**

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

**h. STREET & DRAINAGE MAINTENANCE**

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

**i. STREET LIGHTING**

The City will provide street lighting to the area in accordance with standard City Policy as the area develops.

**j. TRAFFIC ENGINEERING**

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

**k. SANITATION/SOLID WASTE COLLECTION & DISPOSAL**

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

**l. WATER SERVICE**

The City is a water provider however, the Dripping Springs Water Supply corporation will be the water provider for this property.

**m. SEWER SERVICE**

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors.

**n. MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

**4. ANNEXED PROPERTY REQUIREMENTS.****a. ZONING**

The property has applied for zoning upon annexation, but the property will be zoned Agriculture if zoning is not approved simultaneously with annexation.

- 5. AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.
- 6. SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable
- 7. INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- 8. GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.
- 9. NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right

on any future occasion.

**10. GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

**11. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**12. CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**13. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

**14. ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

**CITY OF DRIPPING SPRINGS**

**OWNERS**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_  
Robert Mokhtarian, Owner

\_\_\_\_\_  
Robert Mokhtarian, Trustee for Edward Mokhtarian

\_\_\_\_\_  
Robert Mokhtarian, Trustee for Edmund Mokhtarian

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary



**STATE OF TEXAS           §**  
**COUNTY OF HAYS         §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2021,  
by Michelle Fischer, City Administrator of the City of Dripping Springs, a Texas municipal  
corporation, on behalf of said corporation.

By: \_\_\_\_\_

Notary Public, State of Texas

**STATE OF TEXAS           §**  
**COUNTY OF HAYS         §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2021,  
by Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Trustee for  
Edmund Mokhtarian, on behalf of said individuals.

By: \_\_\_\_\_

Notary Public, State of Texas

## EXHIBIT A

## Property Legal Description:

## Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

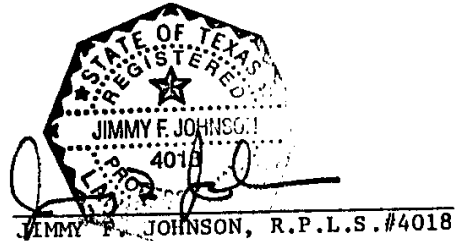
THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


  
 JIMMY F. JOHNSON, R.P.L.S.#4018

Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-415, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2757 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 785, PAGE 605, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2757 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD\_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

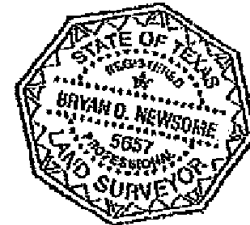
- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.04 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2757 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/2-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 85.2757 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2757 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/2-inch iron rod found on the south line of said 85.2757 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.  
P.O. Box 1273  
16746 Fitzhugh Road, Ste. 102  
Dripping Springs, Texas 78620  
512-866-2236  
Firm Registration No.: 10091700



Bryan D. Newsome 12 November 2017  
Bryan D. Newsome Registered Professional Land Surveyor No. 5657 Date



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

**Submitted By:** Kelly Schmidt, Parks & Community Services Director

**Council Meeting Date:** 2.1.2022

**Agenda Item Wording:** Approval of authorization for the City Administrator to approve and execute all Founders Day Goods and Services Participation Agreements that are budgeted.

**Agenda Item Requestor:** Sherrie Parks

**Summary/Background:**

Each year Founders Day Festival preparation revs up after the New Year and with it comes a multitude of participation agreements needed for vendors and service providers that support the event. To streamline and expedite the process and to alleviate an abundance of added consent items on Council agendas, staff is requesting that from 2022 forward Council approves the Founders Day Festival Participation Agreement form as presented (Legal has reviewed and approved the draft) and assign the Founders Day Commission to review with City Administrator approval for each Founders Day Festival Participant Agreement as submitted.

By removing the need to wait for Council meetings to approve vendor and service provider Founders Day Participation Agreements, efficiency will ease additional timeline stressors on Founders Day Commission volunteers and City staff. It is important to note that this approval process would only apply to the multitude of small vendor applications and not to large partners such as the carnival's Use Agreement between DSISD, Lion's Club, and CODS for example, those significant Agreements would still come before Council for approval.

**Commission Recommendations:**

Approved in 2019 by Founders Day Commission and City Council for the 2020 year.

**Recommended Council Actions:**

Approve as presented.

**Attachments:**

1. Founders Day Participant Agreement Form

**Next Steps/Schedule:**



## FOUNDERS DAY FESTIVAL 2022

### Participation Agreement

This *Founders Day 2022 Participation 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 \_\_\_\_\_ (“Contractor”).
  
2. **DEFINITIONS:**
  - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
  - (b) **City Council:** The governing body of the City of Dripping Springs.
  - (c) **Event:** The Founders Day Festival, a civic celebration
  - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
  
3. **DESCRIPTION:** Contractor is hereby engaged to perform the following services or provide the following goods: \_\_\_\_\_  
 \_\_\_\_\_  
 more particularly described in *Attachment “A”*, which is incorporated herein for all intents and purposes.
  
4. **SCOPE:** This Agreement applies to Contractor’s participation in the Event, which shall be conducted  
 \_\_\_\_\_
  
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Contractor’s participation in the Event shall be at the following site: \_\_\_\_\_  
 \_\_\_\_\_

**6. CONSIDERATION:**

- 6.1 In consideration of Contractor’s participation in the Event,  
(a) City agrees to pay Contractor as follows: \_\_\_\_\_
- 6.2 Such fee shall be due and payable by check payable at the party’s principal place of business no later than \_\_\_\_\_.

**7. SUPPLIES:**

- 7.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.2 City shall provide the staging, public address system, amplification equipment, and lighting.
- 7.3 Other: Additionally, the City agrees to provide Contractor with the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. UTILITIES:** City agrees to provide Contractor with access to the following utilities for the limited purposes of Contractor’s performance under this Agreement:

- (a) Electricity: \_\_\_\_\_ (b) Water: \_\_\_\_\_

**9. DURATION:** This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

**10. TERMINATION:**

- 10.1 This Agreement may be terminated by mutual consent of the parties.
- 10.2 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 Event.
- 10.3 Termination shall release each party from all obligations of this Agreement, except as specified below.
- 10.4 Termination of this Agreement, as provided above, shall not prohibit or impair any claim by either party based upon any breach of this Agreement.
- 10.5 The City shall determine if Contractor shall be relieved of Contractor’s obligations to participate in the Event due to inclement weather.
- 10.6 *Force Majeure:* In situations in which Contractor’s participation in the Event 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.

**11. SITE MAINTENANCE:**

- 11.1 Contractor shall not perform waste or damage the site.



- 11.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.
- 11.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.
- 11.4 Contractor shall provide trash can and remove all trash it generates from the Event.

**12. INDEPENDENT CONTRACTOR:** The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

**13. SAFETY:** Contractor shall abide by all state, federal and local rules and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

**14. INSURANCE:**

**14.1 City Insurance:** As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

**14.2 Contractor's Insurance:** Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

**15. INDEMNIFICATION:** CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

**16. RULES:** The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

**17. 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*.

**18. 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:

**To the City:**

City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**To the Contractor:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**19. 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 Contractor.

**20. 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.

**21. SEVERABILITY:** Any provisions of the 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.

**22. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. 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 Event.

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

**24. 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 and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

**CITY OF DRIPPING SPRINGS:**

**CONTRACTOR:**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary



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

---

**Submitted By:** Andrea Cunningham, City Secretary

---

**Council Meeting Date:** February 1, 2022

**Agenda Item Wording:** **Approval of the Appointment of Steve Mallett to the Historic Preservation Commission for an unexpired term ending June 30, 2023.**

**Agenda Item Requestor:** Andrea Cunningham, City Secretary

---

**Summary/Background:** The Historic Preservation Commission is a seven-member advisory commission responsible for making recommendations to the city council regarding the preservation of landmarks and historic districts within the city.

Commission members are appointed by the City Council at-large, and preference is given to applicants that have an interest in the historic traditions of the City, and experience in the preservation of the historical character of the City. Specifically, the City Council seeks applicants from the following categories professions and interests: Architecture, History, Real Estate, Attorney at Law, Historic Landmark Property Owner, Archaeology, Geography, Anthropology, Planning & Zoning Commission member.

**Current Commission**

<i>Member</i>	<i>Term</i>	<i>Experience</i>
Dean Erickson, Vice Chair	6/30/22	Real Estate
Ashley Bobel	6/30/23	Real Estate
Minnie Glosson-Needham	6/30/22	History
Nichol Prescott	6/30/23	History
Vacancy 1	6/30/22	
Vacancy 2	6/30/23	
Vacancy 3	06/30/23	

Notice of resignation was sent January 22, 2022, for Chair Bruce Lewis, and resignations for Emilie Kopp and Tim Brown were received in December.

Vacancies were posted on the City website and in the Century News. One application was received.

**Commission Recommendations:**

Chair Bruce Lewis and Dean Erickson interviewed Steve Mallett and recommend his appointment to the Commission.

**Recommended Council Actions:**

Staff recommends the appointment of Steve Mallett to the Historic Preservation Commission for an unexpired term ending June 30, 2023.

**Attachments:**

- 1. Application for Appointment
- 2. Chair recommendation

**Next Steps/Schedule:**

- 1. Notify applicant of Council decision – welcome letter or denial letter
- 2. Update website and master roster
- 3. Notify commission of appointments and send updated roster
- 4. Send calendar invite to appointees

**From:** [Bruce Lewis](#)  
**To:** [Andrea Cunningham](#)  
**Cc:** [Bruce Lewis](#); [Dean Erickson](#)  
**Subject:** HPC seat recommendation  
**Date:** Friday, January 21, 2022 1:38:14 PM

---

Hi Andrea,

Dean Erickson and myself would like to recommend to City Council, the appointment of Steve Mallett to become a commissioner on the Historical Preservation Commission.

Thank you,  
Bruce Lewis

Sent from [Mail](#) for Windows



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

---

**Submitted By:** Aaron Reed, Public Works Director

---

**Council Meeting Date:** February 1, 2022

**Agenda Item Wording:** **A Resolution of the City of Dipping Springs, Texas, Approving and Accepting a Construction Bond for Driftwood Club Core Phase 3 Water and Wastewater**

**Agenda Item Requestor:**

---

**Summary/Background:** The Driftwood Club Core Phase 3 has construction plans and an Engineer's cost estimate for construction of all public improvements. Fiscal surety is being posted to the City in the form of a construction bond in the amount of the cost of the water and wastewater infrastructure to be owned and operated by the City. All other public improvements are to be covered in a construction bond to Hays County.

**Commission  
Recommendations:**

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

**Attachments:**

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

Bond Number: 1001130685  
Initial Premium: \$1,384

**Subdivision Improvement Faithful Performance Bond**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Driftwood Golf and Ranch Club  
\_\_\_\_\_ as Principal, and  
US Specialty Insurance Company  
\_\_\_\_\_ a corporation organized and existing under the laws of the State of Texas \_\_\_\_\_ and authorized to transact a general surety business in the State of Texas \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_  
City of Dripping Springs, Texas \_\_\_\_\_ as Oblige, in the amount of Ninety-Two Thousand Two Hundred Seventy-Seven dollars and no/100 Dollars (\$ 92,277.00 ) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that**

**WHEREAS**, The Board of Supervisors of the County of \_\_\_\_\_ (or the City Council of the City of Dripping Springs \_\_\_\_\_), State of Texas \_\_\_\_\_, and the Principal have entered into an agreement whereby principal agrees to install and complete certain designated public improvements described as \_\_\_\_\_  
Water and Wastewater Improvements at Driftwood Club Core, Phase Three  
\_\_\_\_\_

In Tract Number / Parcel Map No. \_\_\_\_\_

**WHEREAS**, said Principal is required by the Oblige to furnish a bond for the faithful performance of the subject improvements.

**NOW, THEREFORE**, if the above-bounden Principal shall install the offsite improvements as indicated above in accordance with the plans approved by the Oblige, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of December, 2021.

Principal (s):

Driftwood Golf and Ranch Club

By: \_\_\_\_\_

Surety:

US Specialty Insurance Company

By: \_\_\_\_\_

Robert B. McGehee Attorney-In-Fact





**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John R. Rowe, William M. Rowe, III; Kurt Zimmerman

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Seventy Five Million\*\*\*\*\* Dollars (\*\*\*75,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



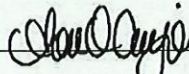
By:   
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2<sup>ND</sup> day of DECEMBER, 2021.

Corporate Seals  
Bond No. 1001130685  
Agency No. 16570



  
Kio Lo, Assistant Secretary

RESOLUTION NO. \_\_\_\_\_

**APPROVING CONSTRUCTION BOND FOR  
DRIFTWOOD CLUB CORE PHASE 3**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR DRIFTWOOD CLUB CORE PHASE 3, WATER AND WASTEWATER IMPROVEMENTS; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

**WHEREAS**, An engineering estimate for the City of Dripping Springs (“City”) water and wastewater improvements (“Work”) for Driftwood Club Core Phase 3 has been met with a bond (“Bond”) by US Specialty Insurance Company (“Surety”) to begin such Work; and

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

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

**WHEREAS**, the Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of water and wastewater improvements for Driftwood Club Core Phase 3, Bond number 1001130685 in the sum of \$92,277.00 attached hereto as Attachment “A” and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by

the Open Meetings Act, Texas Government Code, Chapter 551.

**APPROVED this, the 1st day of February, 2022 by a vote of \_\_\_\_ (ayes), \_\_\_\_ (nays), and \_\_\_\_ (abstentions) of the City of Dripping Springs City Council.**

**CITY OF DRIPPING SPRINGS:**

by: \_\_\_\_\_  
Bill Foulds Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

**Attachment "A"**

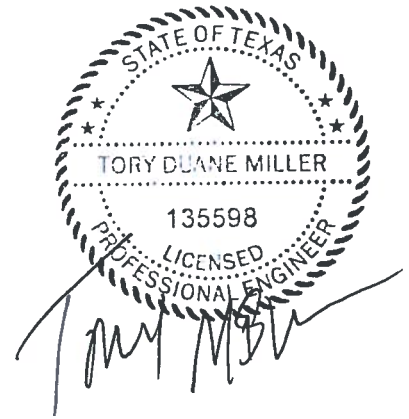
**(INSERT BOND)**

**CLUB CORE PHASE THREE  
CONSTRUCTION ESTIMATE  
Paving, Drainage, Water, Wastewater &  
Rainwater Improvements  
updated 11-22-21**

<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>PAVING IMPROVEMENTS Written Price &amp; Description</b>	<b>Unit Price</b>	<b>Total Price</b>
P-1	3.05	AC	Clearing & Grubbing	\$4,500.00	\$13,725.00
P-2	3,875	SY	Driveway Excavation/embankment	\$3.00	\$11,625.00
P-3	3,875	SY	Subgrade Preparation	\$2.00	\$7,750.00
P-4	3,875	SY	12" Compacted Flexible Base	\$11.50	\$44,562.50
P-5	3,615	SY	1-1/2" Hot Mix Asphaltic Concrete	\$12.00	\$43,380.00
P-6	1,941	LF	1.5' Laydown Curb	\$14.00	\$27,174.00
P-7	847	LF	Silt Fence	\$3.00	\$2,541.00
P-8	1	EA	Stabilized Construction Entrance	\$1,000.00	\$1,000.00
P-9	1,870	SY	Revegetation with min. 4" topsoil	\$3.00	\$5,610.70
P-10	1	LF	24" Solid White Stop Line	\$100.00	\$100.00
P-11	1	EA	Yellow Single Delineator	\$100.00	\$100.00
P-12	2	EA	Speed Limit Sign, R2-1 24" x 30"	\$350.00	\$700.00
P-13	1	EA	Stop Sign, R1-1, 30" x 30"	\$350.00	\$350.00
P-14	2	EA	Type II Driveway	\$2,900.00	\$5,800.00
P-15	9	EA	Fiber Sediment Control Log	\$150.00	\$1,350.00
P-16	1	EA	Inlet Sediment Trap	\$150.00	\$150.00
P-17	1	EA	Tree Protection Collar	\$100.00	\$100.00
<b>TOTAL PAVING IMPROVEMENTS</b>					<b>\$166,018.20</b>
<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>DRAINAGE IMPROVEMENTS Written Price &amp; Description</b>	<b>Unit Price</b>	<b>Total Price</b>
D-1	35	LF	18" Class III reinforced concrete pipe	\$55.00	\$1,925.00
D-2	1	EA	Grate Inlet V-5732, or approved equal	\$4,000.00	\$4,000.00
D-3	1	EA	4' diameter manhole	\$3,800.00	\$3,800.00
D-4	35	LF	Trench safety system	\$1.00	\$35.00
<b>TOTAL DRAINAGE IMPROVEMENTS</b>					<b>\$9,760.00</b>
<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>WATER IMPROVEMENTS Written Price &amp; Description</b>	<b>Unit Price</b>	<b>Total Price</b>
W-1	402	LF	8" AWWA C-900 PVC SDR 14 RJ water pipe	\$42.00	\$16,863.00
W-2	402	LF	Trench safety system	\$1.00	\$402.00
W-3	2	EA	5 1/4" FH Assembly, incl fire line, 6" gate valve & tee	\$4,200.00	\$8,400.00
W-4	7	Ton	Cast Iron Fittings	\$3,500.00	\$24,500.00
W-5	3	EA	Double Water Service with corporation stop, piping, angle meter stop, couplings, valves, meter box	\$2,400.00	\$7,200.00

W-6	3	EA	Single Water Service with corporation stop, piping, angle meter stop, couplings, valves , meter box	\$1,800.00	\$5,400.00
<b>TOTAL WATER IMPROVEMENTS</b>					<b>\$62,765.00</b>
<b>LOW PRESSURE WASTEWATER IMPROVEMENTS</b>					
Bid Item	Quantity	Unit	Written Price & Description	Unit Price	Total Price
WW-1	352	LF	2" PVC Sch 80 Pipe & fittings	\$30.00	\$10,560.00
WW-2	3	EA	Double Wastewater Service	\$3,500.00	\$10,500.00
WW-3	3	EA	Single Wastewater Service	\$2,700.00	\$8,100.00
WW-4	352	LF	Trench Safety	\$1.00	\$352.00
<b>TOTAL LOW PRESSURE WASTEWATER IMPROVEMENTS</b>					<b>\$29,512.00</b>

<b>RAINWATER IMPROVEMENTS</b>					
Bid Item	Quantity	Unit	Written Price & Description	Unit Price	Total Price
RW-1	365	LF	4" PVC Sch 80 Pipe & fittings	\$38.00	\$13,870.00
RW-2	365	LF	Trench Safety	\$1.00	\$365.00
RW-3	3	EA	Double Rainwater Service	\$3,100.00	\$9,300.00
RW-4	3	EA	Single Rainwater Service	\$2,900.00	\$8,700.00
<b>TOTAL RAINWATER IMPROVEMENTS</b>					<b>\$32,235.00</b>
<b>TOTAL PAVING, DRAINAGE, WATER, WASTEWATER &amp; RAINWATER IMPROVEMENTS</b>					<b>\$300,290.20</b>





# City Council Planning Department Staff Report

Item # 13.

**City Council Meeting:** February 1, 2022

**Project No:** MORW2022-004

**Project Planner:** Tory Carpenter, AICP, Senior Planner

### Item Details

**Project Name:** 4400 W HWY 290 Commercial

**Property Location:** 4400 W HWY 290 Dripping Springs

**Legal Description:** 3.97 acres out of the T. F. Martin Survey

**Applicant:** Hugo Elizondo, Jr., P.E.

**Property Owners:** 4400 W HWY 290 LLC

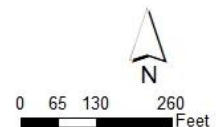
**Request:** A waiver from the temporary development moratorium



### Location Map

4400 W HWY 290  
Moratorium Waiver

- Roads
- Parcel Lines
- City Limits**
- ▭ Full Purpose



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

## Development Proposal

This request is associated with a plat and site development application for 4400 W US 290 in the ETJ. The project consists of seven 5,000 square foot commercial buildings.

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

## Request Overview

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

## Staff Analysis

### Moratorium Ordinance: Section 8 Art. B

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

### Wastewater:

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

### Land Use:

This project is generally consistent with development in the immediate area. Additionally, since this property is in the ETJ, staff does not anticipate imminent comprehensive planning efforts to affect land use regulations on this property.

## Council Action

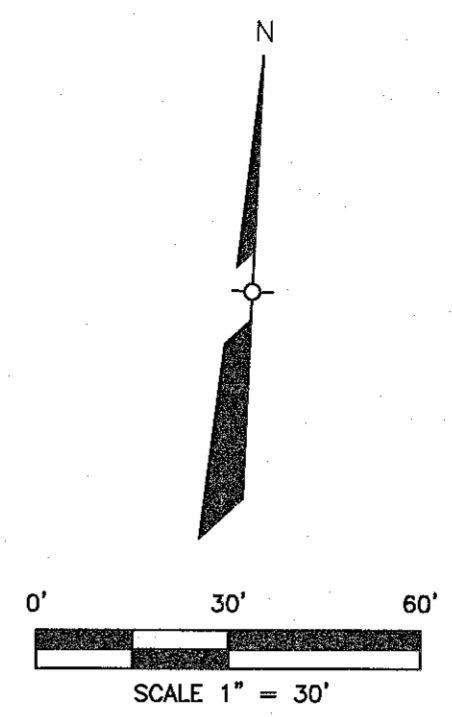
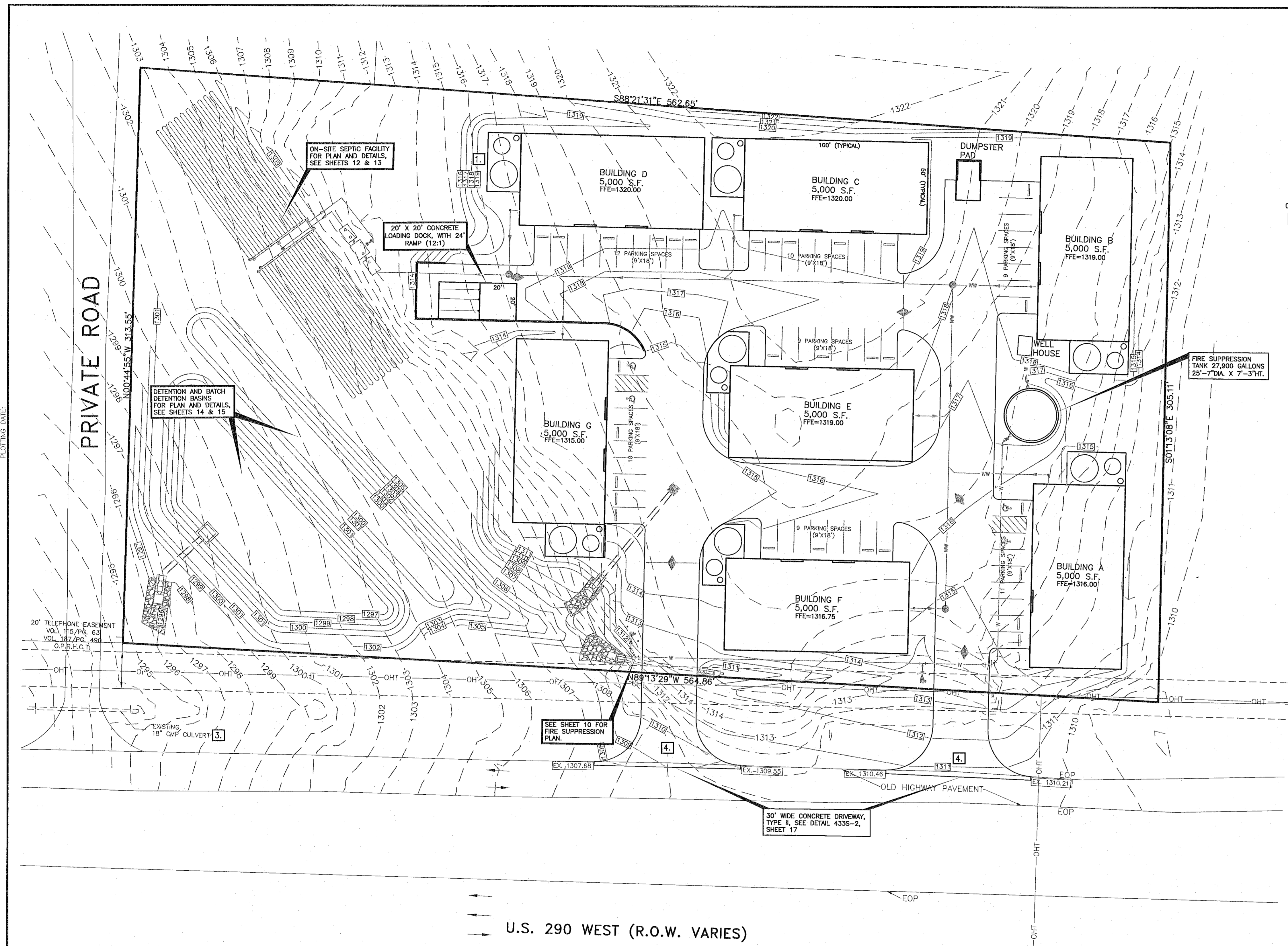
City Council is tasked with approval or denial of the waiver. Any denial will stand until the moratorium is lifted unless there is a substantial change to the project.

## Attachments

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

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





LEGEND		DESCRIPTION
EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	EASEMENT BOUNDARY
---	---	CONTOURS
---	---	LOT LINE
---	---	CENTER LINE OF DITCH
TEL	TEL	TELEPHONE LINE
W	W	WATER LINE
WV	WV	WATER VALVE
WV	WV	FIRE HYDRANT
WV	WV	WATER METER
WV	WV	TRANSFORMER BOX
WV	WV	WASTEWATER LINE
FM	FM	FORCE MAIN
WV	WV	WASTEWATER MANHOLE
WV	WV	WASTEWATER CLEANOUT
WV	WV	WASTEWATER SERVICE
WV	WV	FLUSH VALVE
OHE	OHE	AIR RELEASE VALVE
UE	UE	OVER HEAD ELECTRIC
OHT	OHT	UNDERGROUND ELECTRIC
OHT	OHT	OVER HEAD TELEPHONE
WV	WV	POWER POLE
WV	WV	GLY WIRE
SS	SS	STORM SEWER
ATT	ATT	CMP/ RCP/ HDPE PIPES
ATT	ATT	AT&T LINE
FOC	FOC	FIBER OPTIC CABLE
GAS	GAS	GAS LINE
CON	CON	PAVEMENT
CON	CON	CONCRETE
LP	LP	LIGHT POLE
CLF	CLF	CHAIN LINK FENCE
WF	WF	WOOD FENCE
BWF	BWF	BARB WIRE FENCE
TF	TF	TRAFFIC FLOW
HS	HS	HANDICAP SPACE

PROPOSED IMPERVIOUS COVER	
TOTAL SITE AREA: (4.0 AC.)	174,240 SF
ZONING: N/A	17,500 SF
PROPOSED BUILDINGS:	39,778 SF
PAVED AREA:	0 SF
SIDEWALK:	293 SF
DUMPSTER PAD:	2,758 SF
MISC. CONCRETE:	60,329 SF
TOTAL PROPOSED IMPERVIOUS COVER:	60,329 SF
TOTAL IMPERVIOUS COVERAGE=	60,329 / 174,240 = 34.62%

PARKING REQUIREMENTS:						
USE	TOTAL AREA	PARKING RATIO	PARKING REQUIRED	HANDICAP PARKING REQUIRED	HANDICAP PARKING PROVIDED	PARKING PROVIDED
COMMERCIAL	35,000 SF			3	4	68
	35,000 SF				4	68 TOTAL

BY: DATE:

DESCRIPTION:

REVISION:

**ACUATRO**  
consultants,  
INC.

12/1/21

4400 U.S. 290 WEST  
DRIPPING SPRINGS, TEXAS  
78626

OWNER:  
CYRUS GAVRIEL  
4400 W. Hwy. 290, LLC  
2640 COUNTY ROAD 419  
NOVICE, TEXAS 79538  
mrcyrusgav@aol.com  
(646)235-0846

- SITE PLAN NOTES:**
- ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE RELEASED SITE PLAN. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE SITE PLAN AMENDMENT AND APPROVAL OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT.
  - APPROVAL OF THIS SITE PLAN DOES NOT INCLUDE BUILDING AND FIRE CODE APPROVAL NOR BUILDING PERMIT APPROVAL.
  - ADDITIONAL ELECTRIC EASEMENTS MAY BE REQUIRED AT A LATER DATE.
  - A DEVELOPMENT PERMIT MUST BE ISSUED PRIOR TO AN APPLICATION FOR BUILDING PERMIT.
  - FOR DRIVEWAY CONSTRUCTION: THE OWNER IS RESPONSIBLE FOR ALL COSTS OF RELOCATION OF, OR DAMAGE TO UTILITIES.
  - FOR CONSTRUCTION WITHIN THE RIGHT OF WAY, A R.O.W. EXCAVATION PERMIT IS REQUIRED.
  - A TEMPORARY ADDRESS SHALL BE POSTED AS SOON AS WORK BEGINS ON THE SITE. THE NUMBERS/LETTERS SHALL BE A MINIMUM OF 6 INCHES IN HEIGHT AND PLAINLY VISIBLE FROM THE ROAD.

- CONSTRUCTION NOTES:**
- UTILIZES APPLICABLE IMPERVIOUS COVERAGE REDUCTION INCENTIVES.
  - EXISTING POWER POLES SHALL BE RELOCATED.
  - EXISTING 18" CMP CULVERT SHALL REMAIN IN SERVICE.
  - NEW TYPE II DRIVEWAY SHALL BE CONSTRUCTED PER DETAIL 433S-2 ON SHT.16.

- REFERENCE NOTES:**
- FOR EROSION CONTROL PLAN, SEE SHEET 5.
  - FOR UTILITY LAYOUT, SEE SHEET 9.
  - FOR GRADING PLAN, SEE SHEET 11.
  - FOR WATER QUALITY/RETENTION POND DETAILS, SEE SHEET 14 & 15.
  - FOR DIMENSIONAL CONTROL PLAN, SEE SHEET 16.

**SITE PLAN**

4400 U.S. 290 WEST  
DRIPPING SPRINGS, TEXAS  
78626

OWNER:  
CYRUS GAVRIEL  
4400 W. Hwy. 290, LLC  
2640 COUNTY ROAD 419  
NOVICE, TEXAS 79538  
mrcyrusgav@aol.com  
(646)235-0846

DATE: SEPT., 2021

PROJECT: 21-268

DRAWING'S NAME: SITE PLAN

DESIGN: CHECKED: CDE CDE

DRAWN: APPROVED: RA HE, Jr.

SHEET: **8 OF 18**

FILE NAME: PLOTTING DATE:

**CITY OF DRIPPING SPRINGS**

**ORDINANCE 2021-**

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

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

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

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

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

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

**WHEREAS,** Texas Local Government Code Chapters 211, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and issuance of permits in the City Limits and ETJ.

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

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

**SECTION 8. EXCEPTIONS AND EXEMPTIONS:**

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

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

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

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

3. **Grandfathered Projects.** The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after November 18, 2019, then a new request is not required to meet this exception. New permits applied for as part of a previously vested project may proceed once an exception is applied for and approved as described herein.
4. **Development Agreement:** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, wastewater, and development rules pursuant to Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New permits applied for as part of a Development Agreement project may proceed once an exception is applied for and approved as described herein.

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

## SECTION 9. DETERMINATIONS & APPEALS

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



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

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

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

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

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

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

**SECTION 14. PROPER NOTICE & MEETING:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

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

**READ & APPROVED** on the Second Reading on the 22<sup>nd</sup> day of November 2021.

**CITY OF DRIPPING SPRINGS:**

by: \_\_\_\_\_  
Bill Foulds, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Secretary

## ATTACHMENT “A”

**Permits Subject to Moratorium<sup>1</sup>**

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

---

<sup>1</sup> Any permit subject to the Moratorium must be accompanied by an Exception or Waiver Form which can be found at [www.cityofdrippingsprings.com/moratorium](http://www.cityofdrippingsprings.com/moratorium).

## **Permits not Subject to Moratorium**

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

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

# BURGESS & NIPLE

---

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

November 1, 2021

Laura Mueller  
City Attorney  
City of Dripping Springs

Dripping Springs, TX 78620

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

Dear Mrs. Mueller:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

**Burgess & Niple**



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



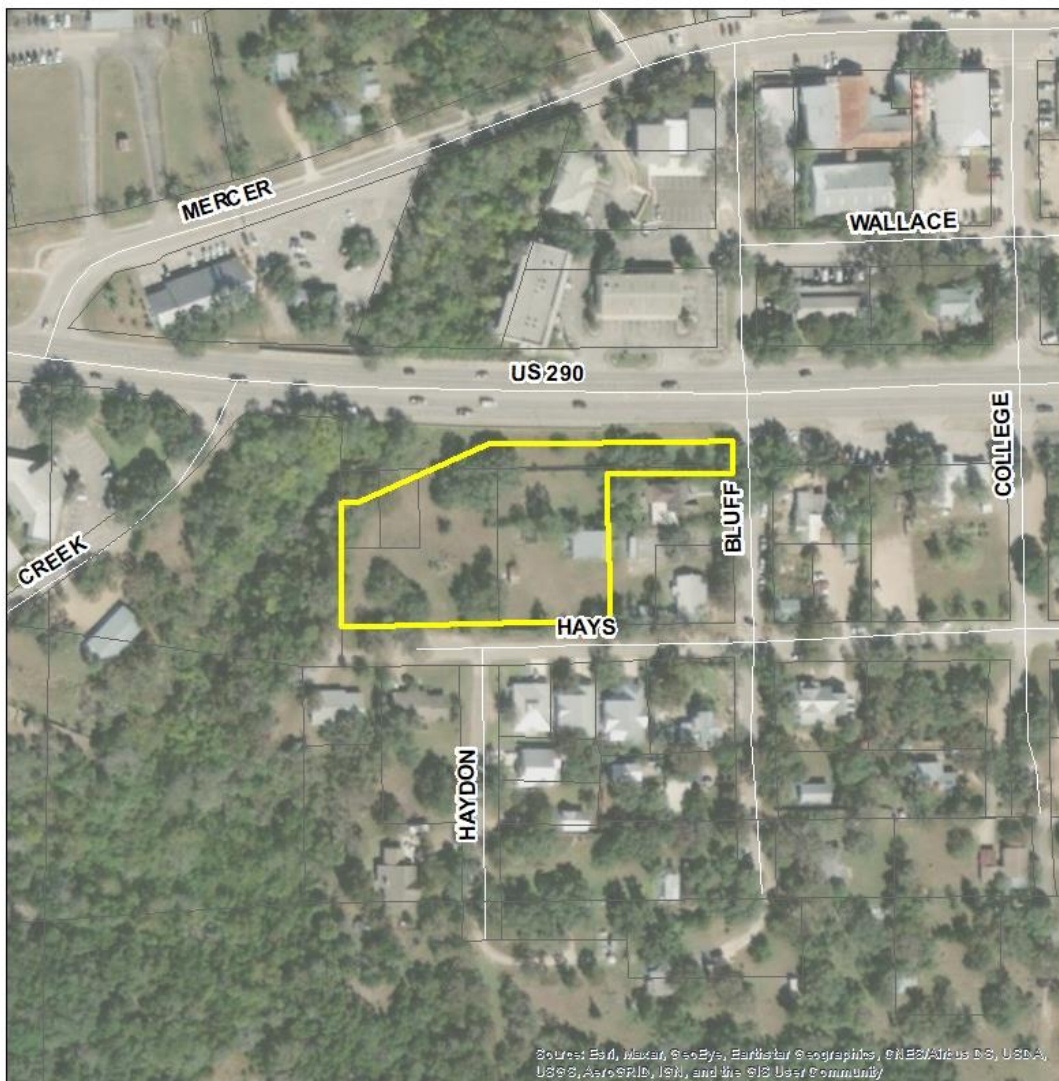
# City Council Planning Department Staff Report

Item # 14.

**City Council Meeting:** February 1, 2022  
**Project No:** MORW2022-005  
**Project Planner:** Tory Carpenter, AICP, Senior Planner

### Item Details

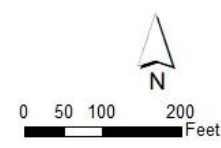
**Project Name:** Hays Street Subdivision  
**Property Location:** 102 S Bluff Street  
**Legal Description:** 1.855 acres out of the Philip A. Smith Survey  
**Applicant:** Joe Grasso  
**Property Owners:** Tejas Heritage Homes, LLC  
**Request:** A waiver from the temporary development moratorium



**Location Map**

ZA2021-008  
*Hays Street Zoning Change*

	Roads
<b>City Limits</b>	
	Full Purpose
	Parcels
	Subject Property





**Development Proposal**

This request is associated with a final plat for a property zoned SF-3. The project consists of six single-family homes.

This project would be served by City wastewater.

**Request Overview**

The applicant requests an administrative exception to the temporary development moratorium. Since this project will have an impact on the City’s wastewater capacity, staff denied the exception request. Staff directed the applicant to apply for a waiver.

**Staff Analysis**

**Moratorium Ordinance: Section 8 Art. B**

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

**Wastewater:**

The applicant is requesting three (3) wastewater LUEs which would allow construction on the first three homes. If this moratorium waiver is approved, staff will negotiate a wastewater utility agreement with the applicant. This agreement would only allow the issuance of the requested three LUEs after the second irrigation field at Caliterra is operational. Building permits would not be issued until that point.

**Land Use:**

This project is consistent with the Conditional Overlay which was approved by City Council in November 2021.

**Council Action**

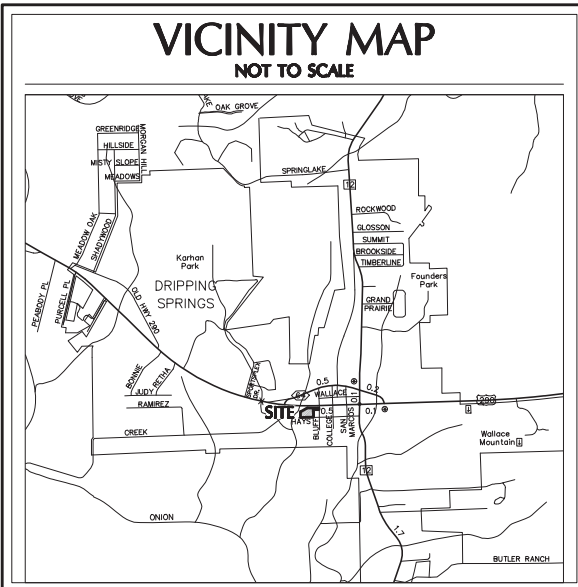
City Council is tasked with approval or denial of the waiver. Any denial will stand until the moratorium is lifted unless there is a substantial change to the project.

**Attachments**

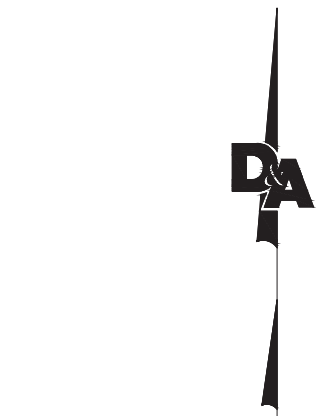
- Exhibit 1: Waiver Request
- Exhibit 2: Site Plan
- Exhibit 3: Moratorium Ordinance

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

# CONCEPTUAL SITE PLAN OF 1.855 ACRES OF THE HAYS STREET SUBDIVISION HAYS COUNTY, TEXAS



LEGEND			
	PROPERTY LINE		SERVICE POWER POLE SIGN [AS NOTED]
	EXISTING EASEMENT		POWER POLE
	ADJOINER PROPERTY LINE		DOWN GUY
	OVERHEAD ELECTRIC		BENCHMARK FOUND
	EXISTING WIRE FENCE		COTTON SPINDLE FOUND
	EXISTING WOOD FENCE		ELECTRIC TRANSFORMER
	RIGHT OF WAY TYPE II MONUMENT FOUND		IRRIGATION CONTROL VALVE
	NAIL FOUND		MAILBOX
	CLEAN OUT		WASTEWATER MANHOLE
	ELECTRIC PULL BOX		DOC. NO. DOCUMENT NUMBER
	AIR CONDITIONING UNIT		VOL. VOLUME
	MARKER POST [AS NOTED]		PG. PAGE
	WATER VALVE		O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
	WATER METER		DEED RECORDS, HAYS COUNTY, TEXAS
	STORM SEWER MANHOLE		RECORD INFORMATION
	TELEPHONE PEDESTAL		



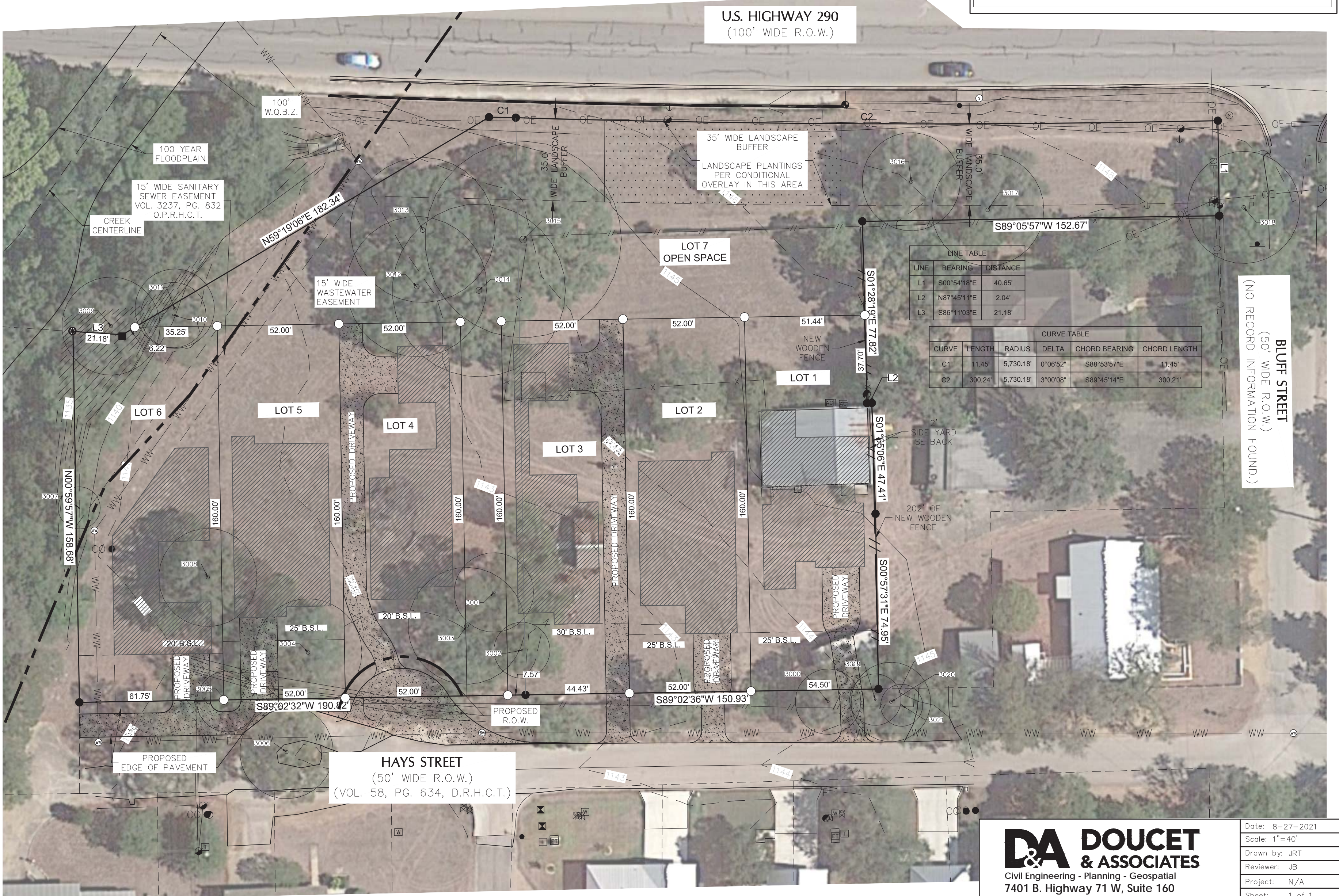
**CONTROL NOTE:**  
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00008.  
UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

**TREE SURVEY NOTE:**  
THE CANOPY/ROOT ZONE (RZ) SHOWN HEREON WERE DETERMINED BY USING THE FORMULA OF TREE DIAMETER (IN INCHES) X 2 = CANOPY/ROOT ZONE (IN FEET). MULTI-TRUNK TREE DIAMETER WAS DETERMINED BY THE SUM OF THE PRIMARY TRUNK DIAMETER (IN INCHES) PLUS HALF THE DIAMETER (IN INCHES) OF EACH ADDITIONAL TRUNK.

**UTILITY NOTE:**  
SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY MEASURE BASED UPON OBSERVED SURVEY LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR DETERMINING THE DEPTH OR LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

TREE TABLE				
NUMBER	SIZE(IN)	SPECIES	CRZ(FT)	MT(IN)
3000	14"	CEDAR ELM	28'	
3001	17"	CEDAR ELM	34'	
3002	12"	CEDAR ELM	24'	
3003	25"	LIVE OAK	50'	
3004	23"	LIVE OAK	46'	18 17
3005	13"	CEDAR ELM	26'	
3006	20"	CEDAR ELM	40'	
3007	9"	CEDAR ELM	18'	
3008	21"	CEDAR ELM	42'	
3009	21"	CEDAR ELM	42'	
3010	14"	CEDAR ELM	28'	
3011	17"	CEDAR ELM	34'	
3012	30"	LIVE OAK	60'	
3013	31"	LIVE OAK	62'	25 15
3014	37"	LIVE OAK	74'	21 20 15
3015	42"	LIVE OAK	84'	
3016	21"	LIVE OAK	42'	
3017	24"	LIVE OAK	48'	
3018	24"	LIVE OAK	48'	
3019	11"	LIVE OAK	22'	
3020	17"	LIVE OAK	34'	
3021	9"	CEDAR ELM	18'	



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°54'18"E	40.65'
L2	N87°45'11"E	2.04'
L3	S86°11'03"E	21.18'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	11.45'	5,730.18'	0°06'52"	S88°53'57"E	11.45'
C2	300.24'	5,730.18'	3°00'08"	S89°45'14"E	300.21'

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Planning - Geospatial  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
www.doucetengineers.com  
TBPELS Firm #10105800 / TBPE Firm #3937

Date:	8-27-2021
Scale:	1"=40'
Drawn by:	JRT
Reviewer:	JB
Project:	N/A
Sheet:	1 of 1
Field Book:	541
Party Chief:	BSS
Survey Date:	08-10-20



**CITY OF DRIPPING SPRINGS**

**ORDINANCE 2021-**

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

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

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

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

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

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

**WHEREAS,** Texas Local Government Code Chapters 211, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



and issuance of permits in the City Limits and ETJ.

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

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

**SECTION 8. EXCEPTIONS AND EXEMPTIONS:**

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

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

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

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

3. **Grandfathered Projects.** The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after November 18, 2019, then a new request is not required to meet this exception. New permits applied for as part of a previously vested project may proceed once an exception is applied for and approved as described herein.
4. **Development Agreement:** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, wastewater, and development rules pursuant to Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New permits applied for as part of a Development Agreement project may proceed once an exception is applied for and approved as described herein.

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

## SECTION 9. DETERMINATIONS & APPEALS

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

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

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

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

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

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

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

**SECTION 14. PROPER NOTICE & MEETING:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

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

**READ & APPROVED** on the Second Reading on the 22<sup>nd</sup> day of November 2021.

**CITY OF DRIPPING SPRINGS:**

by: \_\_\_\_\_  
Bill Foulds, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Secretary

## ATTACHMENT “A”



### **Permits Subject to Moratorium<sup>1</sup>**

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

---

<sup>1</sup> Any permit subject to the Moratorium must be accompanied by an Exception or Waiver Form which can be found at [www.cityofdrippingsprings.com/moratorium](http://www.cityofdrippingsprings.com/moratorium).

## **Permits not Subject to Moratorium**

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

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

# BURGESS & NIPLE

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

November 1, 2021

Laura Mueller  
City Attorney  
City of Dripping Springs

Dripping Springs, TX 78620

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

Dear Mrs. Mueller:

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

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

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

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

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

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

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

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

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

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

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



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

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

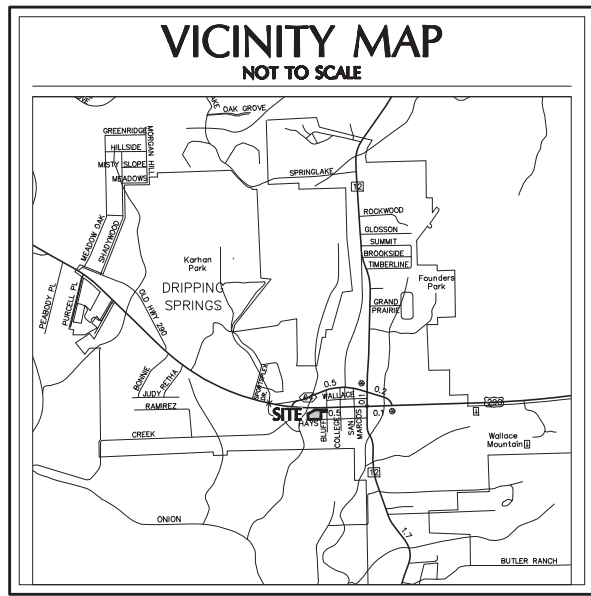
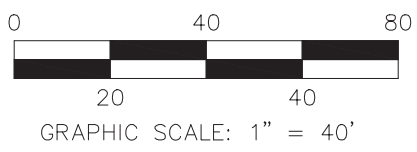
Please feel free to contact me at 512-432-1000 or at [robby.callegari@burgessniple.com](mailto:robby.callegari@burgessniple.com) with any questions and/or comments.

Very truly yours,

**Burgess & Niple**



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



**OWNER'S ACKNOWLEDGMENT:**

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

KNOW ALL ME BY THESE PRESENTS:

THAT TEJAS HERITAGE HOMES LLC, BEING THE OWNER OF 1.855 ACRES, AND BEING DESCRIBED AS A 1.855 ACRE TRACT, IN THE PHILLIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415 IN HAYS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 21062587 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 1.855 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS

**FINAL PLAT OF HAYS STREET SUBDIVISION**

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021.

TEJAS HERITAGE HOMES LLC

THE STATE OF TEXAS  
THE COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND THE STATE, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021.

**SURVEYORS NOTES:**

COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD83 (2011), EPOCH 2010.

ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 0.99992006399488. US SURVEY FEET.

THE AREA CALCULATIONS SHOWN ARE CONVERTED FROM SQUARE FOOTAGE AND ARE NOTED FOR INFORMATIONAL PURPOSES ONLY.

THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

**UTILITY NOTE:**

THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

**ENGINEER**

DOUCET AND ASSOCIATES  
7401 B HIGHWAY 71 WEST, SUITE 160  
AUSTIN, TX 78735

**SURVEYOR**

DOUCET AND ASSOCIATES  
7401 B HIGHWAY 71 WEST, SUITE 160  
AUSTIN, TX 78735

**SURVEYOR'S CERTIFICATION**

I, JOHN BARNARD, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

JOHN BARNARD \_\_\_\_\_ DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5749  
DOUCET & ASSOCIATES  
JBARNARD@DOUCETENGINEERS.COM

**LEGEND**

- — — — — EXISTING PROPERTY LINE
- SUBDIVISION LINE
- +—+— BUILDING SETBACK LINE + PUE (UNLESS NOTED)
- ..... SIDEWALKS
- IRON ROD FOUND (UNLESS NOTED)
- RIGHT OF WAY TYPE II MONUMENT FOUND
- 1/2" IRON ROD WITH "DOUCET" CAP SET
- ⊗ COTTON SPINDLE FOUND
- D.E. DRAINAGE EASEMENT
- O.S. OPEN SPACE
- P.U.E. PUBLIC UTILITY EASEMENT
- BSL BUILDING SETBACK LINE
- WWE WASTEWATER LINE EASEMENT
- VOL. VOLUME
- PG. PAGE
- DOC. NO. DOCUMENT NUMBER
- R.O.W. RIGHT-OF-WAY
- PLAT RECORDS, HAYS COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- CALLED ACREAGE
- Ac. ACRES

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

CAISSA PROPERTIES, LLC  
CALLED 2.32 ACRES  
DOC. NO. 16006335  
O.P.R.H.C.T.

U.S. HIGHWAY 290  
(100' WIDE R.O.W.)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	11.45'	5,730.18'	0°06'52"	S88°53'57"E	11.45'
C2	300.24'	5,730.18'	3°00'08"	S89°45'14"E	300.21'
C3	65.54'	27.67'	135°42'59"	N89°02'32"E	51.25'

OPEN SPACE  
LOT 7  
0.6684 AC.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°54'18"E	40.65'
L2	N87°45'11"E	2.04'
L3	S86°11'03"E	21.18'

TAMBJM LLC  
CALLED 0.519 ACRES  
DOC. NO. 20033408  
O.P.R.H.C.T.

**FINAL PLAT NOTES:**

- THIS FINAL PLAT IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS CITY LIMITS.
- THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS PLAT IS LOCATED WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- ACCESS TO AND FROM CORNER LOTS SHALL ONLY BE PERMITTED FROM HAYS STREET.
- NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON MAP NUMBER 48209C0105F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- WATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE DRIPPING SPRINGS WATER SUPPLY CORPORATION.
- ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF DRIPPING SPRINGS.
- ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
- GAS SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICES.
- MINIMUM FRONT SETBACK SHALL BE 10 FEET.
- MINIMUM REAR SETBACK SHALL BE 10 FEET.
- MINIMUM INTERIOR SIDE YARD SETBACKS SHALL BE 5 FEET.
- MINIMUM SIDE YARD SETBACKS ADJACENT TO A PUBLIC STREET SHALL BE 7.5 FEET.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED ORGANIZED WASTEWATER SYSTEM.
- NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED ACCORDING TO THE CITY OF DRIPPING SPRINGS.
- NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF DRIPPING SPRINGS.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE CITY RIGHT-OF-WAY HAS BEEN ISSUED.
- DEVELOPMENT AND RESTRICTIONS WITHIN THE CITY OF DRIPPING SPRINGS WATER QUALITY BUFFER ZONES ARE LIMITED TO THOSE LISTED IN THE CITY OF DRIPPING SPRINGS WATER QUALITY PROTECTION ORDINANCE.
- TWO SHADE TREES WILL BE REQUIRED FOR EACH RESIDENTIAL LOT PER THE CITY OF DRIPPING SPRINGS LANDSCAPE ORDINANCE.
- THE HOMEOWNERS ASSOCIATION FOR THE DEVELOPMENT WILL TAKE OWNERSHIP OF AND BE RESPONSIBLE FOR MAINTENANCE OF THE PRIVATE PARK.
- THE HOMEOWNERS ASSOCIATION FOR THE DEVELOPMENT WILL TAKE OWNERSHIP OF AND BE RESPONSIBLE FOR MAINTENANCE OF THE PUBLIC PARKS AND OPEN SPACE LOTS.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING, THAT OBSTRUCT OR LIMIT FLOW SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.

**ENGINEER'S CERTIFICATION:**

STATE OF TEXAS §  
COUNTY OF HAYS §

I, JOE GRASSO, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

JOE GRASSO, P.E., CPESC \_\_\_\_\_ DATE  
TEXAS REGISTRATION NO. 73285  
DOUCET & ASSOCIATES, INC.  
7401B HIGHWAY 71 WEST, SUITE 160  
AUSTIN, TEXAS 78735

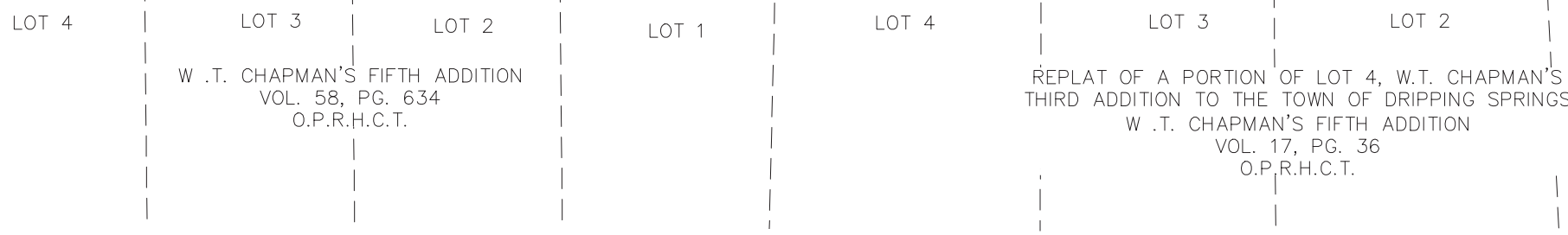
UTILITY:  
WATER/WASTEWATER:  
CITY OF DRIPPING SPRINGS

ELECTRIC:  
PEDERNALES ELECTRIC COOPERATIVE

GAS: TEXAS GAS

EMERGENCY SERVICES:  
HAYS COUNTY ESD #1 & #5

SCHOOL DISTRICT:  
DRIPPING SPRINGS ISD



**FINAL PLAT  
HAYS STREET  
SUBDIVISION  
HAYS COUNTY, TEXAS**

**DOUCET & ASSOCIATES**  
Civil Engineering - Planning - Geospatial  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
www.doucetengineers.com  
TBPELS Firm #10105800 / TBPE Firm #3937

Date:	11-15-2021
Scale:	1"=40'
Drawn by:	SWP
Reviewer:	JB
Project:	N/A
Sheet:	1 of 1
Field Book:	-
Party Chief:	-
Survey Date:	-



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

**Submitted By:** Aaron Reed, Public Works Director

**Council Meeting Date:** 02/01/2022

**Agenda Item Wording:** **Discuss and Consider Approval of 2022 Professional Services Agreement with HDR Engineering, Inc. Regarding 2022 Transportation Services and Authorization for City Staff to Negotiate and Execute the Agreement and to Issue Task Orders No. 1, No. 2, No. 3, No. 4 and No. 5.**

**Agenda Item Requestor:**

**Summary/Background:** This agreement will allow the Contractor to provide engineering services in as many task orders as requested by the City. Scope of Services will be provided in each Task Order. Compensation for Engineer's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services." Total Compensation for the Task Orders shall not exceed three hundred thousand dollars (\$300,000). Many of the Task Orders are Traffic Impact Analysis which are reimbursable. The remaining Task Orders for Transportation Symposium and Roger Hanks PS&E were budgeted in FY22. Task Oder 7 will be included in the 2021 Master Agreement. The Task Orders are as follows:

Task Order 1: Cannon East TIA Review

Task Order 2: Transportation Symposium

Task Order 3: Mokhtarian TIA Review

Task Order 4: Ariza Springs TIA Review

Task Order 5: Roger Hanks PS&E

Task Order 7 (2021 Agreement): Double L TIA Review

**Commission  
 Recommendations:**

**Recommended  
Council Actions:**

City Staff Recommends Approval

**Attachments:**

**Next Steps/Schedule:**

Send to City Secretary for Execution.

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_ 2022, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **HDR Engineering, Inc.**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

**1. Description of Services.** The City and Contractor agree to the following:

- (a) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) Contractor shall attend meetings of City Council, Transportation Committee, Planning and Zoning Commission and related committee meetings as needed to provide progress reports and drafts of the engineering services.
- (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (f) Performs other related duties as needed.

**2. Scope of Work.** Contractor will provide engineering services in as many task orders as requested by the City. Scope of Services will be provided in each Task Order. Compensation for Engineer's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services." Total Compensation for the Task Orders shall not exceed three hundred thousand dollars (\$300,000).

**3. Schedule.** Work shall commence upon execution of this agreement and shall be completed within the schedule noted within each task order.

**4. Payment for Services.** The City will compensate Contractor in accordance with the fee and hourly rate structure contained in Contractor's proposal attached and as listed in approved task orders. Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice.

- 5. Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 6. Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. Term and Termination.** This Agreement shall be in effect for two (2) years unless extended in writing by both parties. Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party. All services provided by Contractor shall be paid for in accordance with Exhibit "A" if the Agreement is terminated. City will only pay for services provided by Contractor prior to termination.
- 8. Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Exhibit "A" in the HDR Engineering, Inc. Terms and Conditions for Professional Services naming the City as an additional named insured.
- 9. Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including reasonable attorney's fees, costs, and judgments that may be asserted against City to the extent caused by or resulting from an act of negligence or intentional tort of Contractor, Contractor's employees, if any, and Contractor's agents.
- 10. 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.
- 11. Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**

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

**For the Contractor:**

HDR Engineering, Inc.  
Attn: Justin Word, P.E., Vice President  
504 Lavaca Street, Suite 900  
Austin, Texas 78701

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

**12. 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, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

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

**14. 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.

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

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

**17. Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

**THE CITY:**

*City of Dripping Springs*

**CONTRACTOR:**

\_\_\_\_\_  
Michelle Fischer  
City Administrator

\_\_\_\_\_  
HDR ENGINEERING, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham  
City Secretary







# Contract Cover Sheet

Item # 15.

*Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.*

<b>Contract Number</b>	HDRINC01182022
<b>Contractor with Contact Information</b>	HDR Engineering, Inc. Attn: Justin Word, P.E. 504 Lavaca, Suite 900 Austin, Texas 78701
<b>Effective Date</b>	02/01/2022
<b>Termination Date</b>	02/1/2024
<b>Renewal/ Termination Notice Date</b>	30 days notice to terminate early.
<b>Bid/Quotes/ Budgeted</b>	RFQ done in 2015.
<b>Department</b>	Public Works
<b>Council Meeting Date (if applicable)</b>	02/01/022

**MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER 4**

**THIS AGREEMENT** is made as of this 18th day of January, 2022, between the City of Dripping Springs, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

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

**SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

**SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

**SECTION III. COMPENSATION**

Compensation for ENGINEER’s Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.” Total compensation for the Task Orders shall not exceed three hundred thousand dollars (\$300,000).

**SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The “HDR Engineering, Inc. Terms and Conditions for Professional Services”, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Dripping Springs  
“OWNER”


BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
“ENGINEER”

BY:  \_\_\_\_\_

NAME: Justin Word, P.E.

TITLE: Vice President

ADDRESS: 504 Lavaca Street, Suite 900  
Austin, Texas 78701

**EXHIBIT A**  
**TASK ORDER**

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated \_\_\_\_\_, 20\_\_\_, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:  
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER’S FEE:

PART 6.0 OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

_____	HDR ENGINEERING, INC.
“OWNER”	“ENGINEER”
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
_____	_____

**EXHIBIT B**  
**TERMS AND CONDITIONS**

## HDR Engineering, Inc. Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 17. ALLOCATION OF RISK

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

#### 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

#### 20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

#### 21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

#### 22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.)

and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

#### 23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.





**HDR Labor Schedule**  
**Hourly Rates**  
**City of Dripping Springs**

Effective January 1, 2022

Project Principal	\$320.00
Senior Environmental Lead	\$270.00
Project Manager	\$265.00
QC Manager	\$240.00
Public Involvement Manager	\$180.00
Senior Utility Engineer	\$250.00
Senior Drainage Engineer	\$250.00
Senior Environmental Scientist	\$190.00
Senior Engineer	\$250.00
Project Engineer	\$165.00
EIT	\$125.00
Environmental Scientist	\$120.00
Public Involvement Coordinator	\$130.00
GIS Analyst	\$140.00
Graphic Designer I	\$110.00
Senior CADD Technician	\$160.00
CADD Technician	\$110.00
Archeology/Historian	\$100.00
Administrative Assistant	\$100.00
Expenses	100% of cost
Mileage	Current IRS Rate

**EXHIBIT A**

**TASK ORDER 1**

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated January 18, 2022 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2

PROJECT NAME: Cannon East TIA Review

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the TIA review of the proposed Cannon East development, located northeast of US 290 and the Wild Ridge East/West Roadway in the City of Dripping Springs.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

**Project Management and Coordination - \$2,120**

- Coordinate with the City of Dripping Springs, Development Team, and TxDOT to verify scope of work for the study and discuss project status.
- Coordinate with the City of Dripping Springs and Development Team to obtain available information.

**Project Meetings - \$4,770**

- Attend three (3) Development Assistance Working Group meetings.
- Attend two (2) Transportation Committee meetings.
- Attend one (1) Planning Commission meeting.
- Attend one (1) City Council meeting.

**TIA Review - \$12,320**

- Review the Cannon East TIA and provide comments to the City of Dripping Springs.

- Coordinate transportation improvements to be constructed by the development with the DAWG and City of Dripping Springs.
- Review response to comments and updated Cannon East TIA.
- Close out TIA Comments.
- Prepare a memorandum summarizing TIA results and recommendations.

**Direct Expenses - \$260**

**PART 3.0 OWNER'S RESPONSIBILITIES:**

- City of Drippings Springs will review HDR comments.
- City of Dripping Springs will issue final TIA comments to Developer.
- Final TIA will be approved by City of Dripping Springs with guidance from HDR.

**PART 4.0 ENGINEER'S FEE:**

**HDR will perform the above scope of work for Task Order 1 for an hourly not to exceed fee of \$19,470.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY:

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_



Justin Word, P.E.

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Vice President

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

504 Lavaca St. #900

Austin, TX 78701

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.**

**TO 1 Cannon East TIA Review**

TASK	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>1</b>	<b>TIA Review</b>						
	Project Management and Coordination	4	4		4	12	\$2,120.00
	DAWG Meetings	6				6	\$1,590.00
	Transportation Committee Meetings	4				4	\$1,060.00
	Planning Commission Meeting	4				4	\$1,060.00
	City Council Meeting	4				4	\$1,060.00
	TIA Review	2	8	24		34	\$4,850.00
	Tranportation Improvements Coordination	4	4			8	\$1,720.00
	Prepare TIA Comments	4	8			12	\$2,380.00
	Review Response to Comments	2	8			10	\$1,850.00
	Review Final TIA	2	4			6	\$1,190.00
	Final Memorandum		2			2	\$330.00
							<b>\$19,210.00</b>
	HOURS SUB-TOTALS	36	38	24	4	102	\$19,210.00
	DIRECT LABOR	\$265.00	\$165.00	\$125.00	\$100.00		
	TOTAL LABOR COSTS	\$9,540.00	\$6,270.00	\$3,000.00	\$400.00		\$19,210.00
	SUB-TOTAL						<b>\$19,210.00</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT		
<b>1</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet	200	\$20.00		
	8 1/2x11 Color Paper Copies	1	Sheet	50	\$50.00		
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00		
	11x17 Color Paper Copies	1.5	Sheet		\$0.00		
	Turning Movement Counts	50	hour		\$0.00		
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00		
	Travel Time Runs	200	hour		\$0.00		
	Mileage	0.565	Per Mile	336	\$189.84		
							<b>\$260.00</b>
	SUB-TOTAL DIRECT COST						<b>\$260.00</b>
	SUB-TOTAL LABOR COSTS						<b>\$19,210.00</b>
	TOTAL COST					TOTAL HNTE	<b>\$19,470</b>

## EXHIBIT A

### TASK ORDER 2

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated January 18, 2022 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2

PROJECT NAME: Transportation Symposium

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the planning, coordination, and execution of a Transportation Symposium. The Transportation Symposium will aim to provide regional transportation information and promote cohesion and cooperation between regional entities and area residents regarding the state of transportation in the area as well as future transportation needs and goals.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

#### **Project Management - \$4,905**

- Provide monthly progress status reports summarizing work completed, issues to be resolved, and items to be completed in the upcoming month.
- Coordinate with City staff on project issues as needed.
- Prepare and submit monthly invoices with an updated project schedule.
- Attend project meetings with City staff to discuss project issues and prepare for public meetings or presentations. Three (3) meetings are assumed.

#### **Stakeholder Coordination - \$2,900**

- Create a Symposium Committee comprised of the following proposed entities:
  - City of Dripping Springs
  - Capital Area Metropolitan Planning Organization (CAMPO)
  - Texas Department of Transportation (TxDOT)

- Dripping Springs Independent School District (DSISD)
- Hays County
- Dripping Springs Chamber of Commerce
- Prepare a Public Involvement Plan (PIP) with a detailed work schedule that will allow for successful engagement of public and community stakeholders.
- Attend meetings with the members of the Symposium Committee to develop a list of topics to be highlighted during the Symposium and a list of Committee members to present at the event. Two (2) meetings are assumed.

#### **Event Preparation - \$4,945**

- Establish an event agenda and a list of goals and outcomes for the Symposium in partnership with the City of Dripping Springs.
- Finalize Symposium presenter list and compile presenters' presentations in advance of the Symposium. Presentations by entities outside of the City of Dripping Springs and HDR are not assumed to be guaranteed.
- Develop a presentation summarizing the Dripping Springs Transportation Master Plan (TMP) results to be shown at the Transportation Symposium event. One (1) presentation by HDR is assumed.

#### **Event Administration - \$2,580**

- Attend the Transportation Symposium to present the results of the Dripping Springs TMP and aid in the facilitation of the event, as decided by the event agenda.

#### **Symposium Summary - \$2,195**

- Meet with the City and members of the Symposium Committee for a debriefing of the event and future steps.
- Develop a summary report of the Symposium event, presented information, and outcomes to be provided to the City.

#### **Direct Expenses:**

- Printing - \$350
- Mileage - \$230
- Event Handouts - \$750

#### **PART 3.0 OWNER'S RESPONSIBILITIES:**

- City of Dripping Springs will assist in establishing an agenda and a list of goals and outcomes for the event.

- City of Dripping Springs will lead in the outreach for stakeholder participation and presentations at the Symposium.
- City of Dripping Springs will have the opportunity to develop a presentation for the Symposium.

PART 3.0 EXCLUSIONS:

- This task order does not include work resulting from the summary and debriefing of the Transportation Symposium not listed above.

PART 4.0 ENGINEER'S FEE:

**HDR will perform the above scope of work for Task 2 for an hourly rate not to exceed a fee total of \$18,855.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY:

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

  
Justin Word P.E.

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Vice President

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

504 Lavaca St. #900

Austin, TX 78701

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

TO 2 Transportation Symposium

TASK	TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	PUBLIC INVOLVEMENT MANAGER	PUBLIC INVOLVEMENT COORDINATOR	PE	EIT	GRAPHIC DESIGNER I	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
2	<b>Transportation Symposium</b>										
	<b>Project Management</b>										
	Coordination / Progress Reports / Invoices		8						4	12	\$2,520.00
	City Meetings		9							9	\$2,385.00
	<b>Stakeholder Coordination</b>										
	Symposium Committee Coordination					1				1	\$165.00
	Communications Outreach Strategy and Plan (PIP)		1	2	4					7	\$1,145.00
	Symposium Committee Meetings		6							6	\$1,590.00
	<b>Event Preparation</b>										
	Agenda		1			4				5	\$925.00
	Meeting Materials (handout, nametags, sign in)				4			6		10	\$1,150.00
	Presentation/Presenter Coordination			2		4				6	\$1,020.00
	Presentation Development		2	2		2		6		12	\$1,850.00
	<b>Event Administration</b>										
	Attendance and Administration		6			6				12	\$2,580.00
	<b>Symposium Summary</b>										
	Debrief Meeting		4							4	\$1,060.00
	Summary Report		1			4		2		7	\$1,135.00
	<b>HOURS SUB-TOTALS</b>	0	38	6	8	21	0	14	4	91	\$17,525.00
	<b>DIRECT LABOR</b>	\$320.00	\$265.00	\$180.00	\$130.00	\$165.00	\$125.00	\$105.00	\$100.00		
	<b>TOTAL LABOR COSTS</b>	\$0.00	\$10,070.00	\$1,080.00	\$1,040.00	\$3,465.00	\$0.00	\$1,470.00	\$400.00		\$17,525.00
	<b>SUB-TOTAL LABOR</b>										\$17,525.00

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT						
2	8 1/2x11 B/W Paper Copies	\$0.10	Sheet	200	\$20.00						
	8 1/2x11 Color Paper Copies	\$1.00	Sheet	200	\$200.00						
	11x17 B/W Paper Copies	\$0.15	Sheet	200	\$30.00						
	24x36 Color Plots	\$10.00	Sheet	10	\$100.00						
	Mileage	\$0.58	Per Mile	400	\$232.00						
	Event Handouts - 11x17 Color Pages	\$1.50	Sheet	500	\$750.00						
											\$1,330.00
	<b>SUB-TOTAL DIRECT COSTS</b>										\$1,330.00
	<b>SUB-TOTAL LABOR COSTS</b>										\$17,525.00
	<b>TOTAL COSTS</b>										\$18,855.00

TASK	TASK DESCRIPTION - OPTIONAL	PUBLIC INVOLVEMENT MANAGER	VIDEOGRAPHER	-	-	-	-	-	-	TOTAL LABOR HRS	TOTAL LABOR COST
4	<b>Event Administration</b>										
	Filming									0	\$0.00
	<b>HOURS SUB-TOTALS</b>	0	0							0	\$0.00
	<b>DIRECT LABOR</b>	\$175.00	\$90.00								
	<b>TOTAL LABOR COSTS</b>	\$0.00	\$0.00								\$0.00
	<b>SUB-TOTAL LABOR - OPTIONAL</b>										\$0.00



TASK	DIRECT COSTS - OPTIONAL	CONTRACT RATE	UNIT	QUANTITY	AMOUNT						
4	Event Tables and Chairs, Podium (includes delivery)	\$4,000.00	LS		\$0.00						
	Event Refreshments - 8 oz pack of 48	\$22.15	each		\$0.00						
	Event Refreshments - Assorted Snacks (120 count)	\$50.00	each		\$0.00						
	Paid Advertisements (Hays County Press)	\$421.00	LS		\$0.00						
	Paid Advertisements (Community Impact)	\$1,310.00	each 1/4 Page		\$0.00						
	Event Security	\$60.00	hour		\$0.00						
	Event Filming - Flight	\$350.00	each		\$0.00						
	Event Filming - Hotel	\$140.00	day		\$0.00						
	Event Filming - Meals	\$61.00	day		\$0.00						
											\$0.00
	<b>SUB-TOTAL LABOR COSTS</b>										<b>\$17,525.00</b>
	<b>SUB-TOTAL DIRECT COST</b>										<b>\$1,330.00</b>
	<b>SUB-TOTAL LABOR COSTS - OPTIONAL</b>										<b>\$0.00</b>
	<b>SUB-TOTAL DIRECT COSTS - OPTIONAL</b>										<b>\$0.00</b>
	<b>TOTAL COST</b>									<b>TOTAL HNTE FEE</b>	<b>\$18,855</b>

## EXHIBIT A

### TASK ORDER 3

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated January 18, 2022 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 3

PROJECT NAME: Mokhtarian TIA Review

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the TIA review of the proposed Mokhtarian development, located southeast of US 290 and Rob Shelton Boulevard in the City of Dripping Springs.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

**Project Management and Coordination - \$2,120**

- Coordinate with the City of Dripping Springs, Development Team, and TxDOT to verify scope of work for the study and discuss project status.
- Coordinate with the City of Dripping Springs and Development Team to obtain available information.

**Project Meetings - \$4,770**

- Attend three (3) Development Assistance Working Group meetings.
- Attend two (2) Transportation Committee meetings.
- Attend one (1) Planning Commission meeting.
- Attend one (1) City Council meeting.

**TIA Review - \$12,320**

- Review the Mokhtarian TIA and provide comments to the City of Dripping Springs.

- Coordinate transportation improvements to be constructed by the development with the DAWG and City of Dripping Springs.
- Review response to comments and updated Mokhtarian TIA.
- Close out TIA Comments.
- Prepare a memorandum summarizing TIA results and recommendations.

**Direct Expenses - \$260**

**PART 3.0 OWNER'S RESPONSIBILITIES:**

- City of Drippings Springs will review HDR comments.
- City of Dripping Springs will issue final TIA comments to Developer.
- Final TIA will be approved by City of Dripping Springs with guidance from HDR.

**PART 4.0 ENGINEER'S FEE:**

**HDR will perform the above scope of work for Task Order 1 for an hourly not to exceed fee of \$19,470.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY:

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_



Justin Word, P.E.

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Vice President

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

504 Lavaca St. #900

Austin, TX 78701

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.**

**TO 3 Mokhtarian TIA Review**

TASK	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>3</b>	<b>TIA Review</b>						
	Project Management and Coordination	4	4		4	12	\$2,120.00
	DAWG Meetings	6				6	\$1,590.00
	Transportation Committee Meetings	4				4	\$1,060.00
	Planning Commission Meeting	4				4	\$1,060.00
	City Council Meeting	4				4	\$1,060.00
	TIA Review	2	8	24		34	\$4,850.00
	Tranportation Improvements Coordination	4	4			8	\$1,720.00
	Prepare TIA Comments	4	8			12	\$2,380.00
	Review Response to Comments	2	8			10	\$1,850.00
	Review Final TIA	2	4			6	\$1,190.00
	Final Memorandum		2			2	\$330.00
							<b>\$19,210.00</b>
	HOURS SUB-TOTALS	36	38	24	4	102	\$19,210.00
	DIRECT LABOR	\$265.00	\$165.00	\$125.00	\$100.00		
	TOTAL LABOR COSTS	\$9,540.00	\$6,270.00	\$3,000.00	\$400.00		\$19,210.00
	SUB-TOTAL						<b>\$19,210.00</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT		
<b>3</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet	200	\$20.00		
	8 1/2x11 Color Paper Copies	1	Sheet	50	\$50.00		
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00		
	11x17 Color Paper Copies	1.5	Sheet		\$0.00		
	Turning Movement Counts	50	hour		\$0.00		
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00		
	Travel Time Runs	200	hour		\$0.00		
	Mileage	0.565	Per Mile	336	\$189.84		
							<b>\$260.00</b>
	SUB-TOTAL DIRECT COST						<b>\$260.00</b>
	SUB-TOTAL LABOR COSTS						<b>\$19,210.00</b>
	TOTAL COST					TOTAL HNTE	<b>\$19,470</b>

**EXHIBIT A****TASK ORDER 4**

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated January 18, 2022 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 4

PROJECT NAME: Ariza Springs TIA Review

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the TIA review of the proposed Ariza Springs development, located northwest of US 290 and Polo Club Road in the City of Dripping Springs ETJ.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

**Project Management and Coordination - \$2,120**

- Coordinate with the City of Dripping Springs, Development Team, and TxDOT to verify scope of work for the study and discuss project status.
- Coordinate with the City of Dripping Springs and Development Team to obtain available information.

**Project Meetings - \$1,060**

- Attend two (2) Transportation Committee meetings.

**TIA Review - \$12,320**

- Review the Ariza Springs TIA and provide comments to the City of Dripping Springs.
- Coordinate transportation improvements to be constructed by the development with TxDOT and the City of Dripping Springs.
- Review response to comments and updated Ariza Springs TIA.
- Close out TIA Comments.

- Prepare a memorandum summarizing TIA results and recommendations.

**Direct Expenses - \$260**

**PART 3.0 OWNER'S RESPONSIBILITIES:**

- City of Drippings Springs will review HDR comments.
- City of Dripping Springs will issue final TIA comments to Developer.
- Final TIA will be approved by City of Dripping Springs with guidance from HDR.

**PART 4.0 ENGINEER'S FEE:**

**HDR will perform the above scope of work for Task Order 1 for an hourly not to exceed fee of \$15,760.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY:

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_



Justin Word, P.E.

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Vice President

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

504 Lavaca St. #900

Austin, TX 78701

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.**

**TO 4 Ariza Springs TIA Review**

TASK	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>4</b>	<b>TIA Review</b>						
	Project Management and Coordination	4	4		4	12	\$2,120.00
	Transportation Committee Meetings	4				4	\$1,060.00
	TIA Review	2	8	24		34	\$4,850.00
	Tranportation Improvements Coordination	4	4			8	\$1,720.00
	Prepare TIA Comments	4	8			12	\$2,380.00
	Review Response to Comments	2	8			10	\$1,850.00
	Review Final TIA	2	4			6	\$1,190.00
	Final Memorandum		2			2	\$330.00
							<b>\$15,500.00</b>
	HOURS SUB-TOTALS	22	38	24	4	88	\$15,500.00
	DIRECT LABOR	\$265.00	\$165.00	\$125.00	\$100.00		
	TOTAL LABOR COSTS	\$5,830.00	\$6,270.00	\$3,000.00	\$400.00		\$15,500.00
	SUB-TOTAL						<b>\$15,500.00</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT		
<b>4</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet	200	\$20.00		
	8 1/2x11 Color Paper Copies	1	Sheet	50	\$50.00		
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00		
	11x17 Color Paper Copies	1.5	Sheet		\$0.00		
	Turning Movement Counts	50	hour		\$0.00		
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00		
	Travel Time Runs	200	hour		\$0.00		
	Mileage	0.565	Per Mile	336	\$189.84		
							<b>\$260.00</b>
	<b>SUB-TOTAL DIRECT COST</b>						<b>\$260.00</b>
	<b>SUB-TOTAL LABOR COSTS</b>						<b>\$15,500.00</b>
	<b>TOTAL COST</b>					<b>TOTAL HNTB</b>	<b>\$15,760</b>

## EXHIBIT A

### TASK ORDER 5

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated January 18, 2022 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

#### **TASK ORDER NUMBER: 5**

#### **PROJECT NAME: Roger Hanks PS&E**

#### **PART 1.0 PROJECT DESCRIPTION:**

HDR (CONSULTANT) will assist the City of Dripping Springs (CITY) in the development of Plans, Specifications, and Estimates for the Shane Lane and Golden Eagle construction project connecting to the proposed Roger Hanks Parkway extension project. In addition, HDR will assist in reviewing the construction plans for the Roger Hanks Parkway extension project. This project includes utility location and relocation services, if required. Right-of-way acquisition services are included.

#### **PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:**

##### **Project Management and Coordination - \$5,560**

- Coordinate with the CITY to verify scope of work for the study and discuss project status.
- Coordinate with the CITY to obtain available information.
- Coordinate with project team throughout permitting, design, and review process.

##### **Project Meetings - \$3,180**

- Attend two (2) team meetings.
- Attend two (2) meetings with the developers of the Heritage residential development.

##### **Roger Hanks PS&E - \$40,965**

- Review available survey conducted by the Developer of the Heritage development as part of the Roger Hanks Parkway extension project.



- Develop and submit a Contributing Zone Plan Exception Request to the Texas Commission of Environmental Quality.
- Develop 90% Plans, Specifications, and Estimates for the Shane Lane and Golden Eagle Lane construction project and submit draft plans to the CITY. The plans shall include the following:
  1. Title Sheet, with project information, limits, location map, sheet index, signature blocks, and other City information.
  2. Project Layout Sheet, showing the location of major work items.
  3. Existing and proposed Typical Section Sheet, with dimensioned roadway and ROW widths, cross slopes, station limits, and pavements sections. Pavement section will be developed based on the Roger Hanks Parkway extension project. A geotechnical report is not assumed as part of this project.
  4. General Notes, necessary for construction of the project.
  5. Summary Sheets, with quantities broken down by discipline.
  6. Traffic Control Plan, including narrative, plan, and standards.
  7. Horizontal Alignment Data Sheets, with information necessary to establish roadway alignment.
  8. Removal plan sheets.
  9. Plan and Profile Sheets, with station and offsets of roadway geometry, drainage structure locations with flow lines, signing, and striping.
  - 10.
  11. Drainage Area Maps.
  12. Hydrologic and Hydraulic Tables with 25- & 100-year calculated flows for drainage areas, ditches, and culverts.
  13. Culvert layout sheet.
  14. Stormwater Pollution Prevention Plan (SW3P) Narrative, for permitting.
  15. SW3P Plan Sheets, with temporary and permanent Best Management Practices (BMPs).
  16. Applicable City and TxDOT standards.
- Review CITY comments, and submit 100% Plans, Specifications, and Estimates for construction.
- Perform QA/QC on deliverables.
- Provide bid phase services to the CITY.
  1. Prepare the bid documents including forms, contracts, and specifications
  2. Conduct the pre-bid conference, including agenda preparation and meeting minutes.
  3. Respond to contractor questions and issue one (1) addendum prior to Bid Opening.
  4. Conduct the Bid Opening, including minutes, if necessary.
  5. Prepare Bid Tabs, Recommendation of Award, and conformed contract documents for OWNER execution.

**Roger Hanks Plan Review - \$1,320**

- Review Roger Hanks Parkway extension construction plans, prepared by KHA, and provide comments to the CITY. One plan review is assumed for budget purposes.
- Review updated Roger Hanks Parkway extension plan set addressing comments.

**Utility Coordination - \$30,060**

- Coordinate and Conduct utility coordination meetings. Prepare meeting minutes. One meeting is assumed.
- Identify utility conflicts with proposed improvements and constructability of improvements with labeling corresponding numerical ID.
- Create and maintain Utility Conflict Matrix identifying each Conflict ID.
- Calculate conflict confirmation/ clearance with pavement/ drainage/ improvement design information Including proposed water, wastewater and storm sewer.
- Provide formal QC of Utility Layout, Conflict Matrix utilizing Calculation Binder.
- Upon confirmation of conflicts, work with design team(s) and utility companies to obtain a solution to resolve each conflict - Design Modifications, or Protect in Place, or Relocate facility.
- Attend internal & external project mtgs with design teams, client, etc. as needed. Sixteen meetings are assumed.
- Develop and deliver Utility Coordination Status Reports and Schedules to internal team and Client. Ten status reports are assumed.
- Review confirmed utility conflicts with each utility company and determine best mitigation of each.
- Coordinate with each utility company to determine design time, long-lead material time, moratorium periods, bidding/ award time, construction time and removal/ proper abandonment.
- Prepare Proposed Utility layout.
- Assist utility companies in the relocation design by providing interim over-the-shoulder reviews on their relocation design plans. Four utilities are assumed.
- Review final relocation plan. (Compatibility with road/ drainage improvements, Compliance to Design Criteria Manual, Utility Accommodations Rules and/ or applicable Regulations, Constructability, Schedule/ sequencing for Installations, Cutovers and customer outages, removal/ abandonment of old facilities)
- Provide a finalized utility layout, conflict matrix and evidence.

- Utility Relocation Design and Construction Verification are not assumed.

### **Right-of-Way Acquisition - \$17,940**

#### **RIGHT OF WAY (ROW) PROJECT ADMINISTRATION SERVICES**

- Attend Face to Face monthly status meetings with CITY Staff. Estimate of 6 months; one meeting per month.
- Attend weekly status call meetings with CITY when not meeting face to face. Estimate of 3 weekly meeting for 6 months.
- Maintain current status of parcel activities and provide status to CITY Staff.
- Provide schedule of areas of work indicating anticipated start and end dates.
- Prepare initial property owner list with property owner contact information.

#### **RIGHT OF ENTRY SERVICE**

- Prepare Right of Entries
- Request Right of Entries from property owners for property surveys and environmental surveys and Environmental Site Assessments (ESA).

#### **TITLE AND CLOSING SERVICES**

- Secure preliminary title reports for the parcel from a CITY approved Title Company and secure title report updates when requested by CITY. Request title insurance from the Title Company if requested by CITY if the parcel closes by Deed. The charges from the Title Company for the preliminary title reports, title insurance and closing costs will be paid by the CITY.
- Analyze preliminary title report to determine potential title problems, propose and inform CITY of methods to cure title deficiencies.
- Provide curative services necessary to provide clear title to the CITY.
- CONSULTANT has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms required to close the parcel with clear title.
- CONSULTANT will provide closing services in conjunction with the Title Company and will be required to attend closing.
- Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be paid by CITY.

#### **INITIAL APPRAISAL SERVICE**

- Appraisers must be approved by CITY staff.

- Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the CONSULTANT's ROW Manager in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the property owner by the Negotiation Agent and if applicable the Displacee by the Relocation Agent.
- Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- For the initial appraisal assignment, prepare appraisal report for each parcel to be acquired utilizing CITY approved forms. These reports shall conform to the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- Completed appraisals will be approved by the CITY.
- CITY staff coordinates with CONSULTANT's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. CONSULTANT's review appraiser will then coordinate with the appraiser.
- As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.

#### **APPRAISAL REVIEW SERVICE**

- Review Appraiser must be approved by the CITY.
- Review appraisal reports acquired utilizing approved CITY forms for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices.
- Prepare and submit to CITY the appraisal review for each appraisal to be approved by CITY.

#### **NEGOTIATION SERVICES**

- Analyze appraisal and appraisal review reports and confirm CITY's approved value prior to making offer for each parcel.
- Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- Prepare the initial offer letter, purchase contract, and instruments of conveyance approved by CITY.
- The written offer and appraisal report must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and

secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipt.

- Respond to property owner inquiries verbally and in writing within five (5) business days.
- Prepare a negotiator contact report for each parcel, per contact, on CITY approved form.
- Original documents generated or received by CONSULTANT must be delivered to the CITY. Copies or working file documents may be kept by CONSULTANT. Maintain parcel files related to the purchase of the real property or property interests.
- Advise property owner of the Counteroffer process. Transmit to the CITY any written counteroffer from property owners including supporting documentation, and CONSULTANT's recommendation with regard to the counteroffer.
- Prepare the Final Offer letter and mail Final Offer letter.
- The written Final Offer and appraisal report must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

#### DOCUMENT CONTROL AND FILE MANAGEMENT SERVICES

- Files will be kept in CONSULTANT's office. CONSULTANT will maintain electronic files for each parcel. Required original documents will be kept by CONSULTANT until ROW activities are complete.
- Prepare invoices utilizing CONSULTANT standard payment submissions forms.
- Maintain records of payments for property and closing costs.
- Deliver ROW file documents electronically to the CITY.
- Deliver hard copies of original deed, and title policy to the CITY.
- If the Parcel does not close by Deed deliver complete file with documents, title reports, appraisal, and property owner contact logs electronically to the CITY.

**Direct Expenses - \$986.80**

**Subconsultant Costs - \$9,500**

#### **PART 3.0 EXCLUSIONS:**

- Subsurface utility engineering is not assumed. If needed due to utility conflicts, an amendment will be required.
- Geotechnical investigation and pavement design is not assumed.

- Utility relocation design and construction verification are not assumed.

**PART 4.0 OWNER'S RESPONSIBILITIES:**

- CITY will review the Shane Lane and Golden Eagle Lane PS&E submittal and will provide comments.
- CITY will review HDR comments for the Roger Hanks Parkway extension construction plans.
- The charges from the Title Company for the preliminary title reports, title insurance and closing costs will be paid by the CITY.
- Any fee related to obtaining certified court documents and fees for recording which are not collected at the closing of the parcel shall be paid by CITY.
- Completed appraisals will be approved by the CITY.
- CITY staff coordinates with CONSULTANT's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. CONSULTANT's review appraiser will then coordinate with the appraiser.
- Review Appraiser must be approved by the CITY.

**PART 5.0 ENGINEER'S FEE:**

**HDR will perform the above scope of work for Task Order 5 for an hourly not to exceed fee of \$108,773.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BY:   
 NAME: Justin Word, P.E.  
 TITLE: Vice President  
 ADDRESS: 504 Lavaca St. #900  
Austin, TX 78701

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.**

**TO 5 Roger Hanks PS&E**

TASK	TASK DESCRIPTION	SENIOR UTILITY ENGINEER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	SENIOR CADD TECHNICIAN	EIT	ADMIN	Real Estate Project Manager	Appraiser (review)	Negotiation Agent III	Technical Assistant II	TOTAL LABOR HRS	TOTAL LABOR COST
<b>5</b>	<b>Project Management and Coordination</b>	\$300.00	\$265.00	\$240.00	\$165.00	\$160.00	\$125.00	\$100.00	\$185.66	\$169.75	\$175.05	\$90.18	32	\$5,560.00
	<b>Project Meetings</b>													
	Team Meetings		8										8	\$2,120.00
	Heritage Meetings		4										4	\$1,060.00
	<b>Roger Hanks PS&amp;E</b>													
	Data Acquisition and Review Survey		1	1									2	\$505.00
	Contributing Zone Plan Exception Request (VFS and GS)		1		12		8						21	\$3,245.00
	90% PS&E		5		40		100						145	\$20,425.00
	QC		1	4	2		8						15	\$2,555.00
	Review City Comments		1		2		8						11	\$1,595.00
	100% PS&E		1		8		20						29	\$4,085.00
	Bid Phase Services		11		16		24						51	\$8,555.00
	<b>Roger Hanks Plan Review</b>													
	Plan Review + Comments (2)				8								8	\$1,320.00
	<b>Utility Coordination</b>													
	Confirm POC's, send Notification Letters				1		4	2					7	\$865.00
	Utility Communication Log				1		8						9	\$1,165.00
	Existing Utility Layout			2	1		2						5	\$895.00
	Utility coordination meetings				2		4						6	\$830.00
	Identify utility conflicts with proposed improvements				1		4						5	\$665.00
	Utility Conflict Matrix				2		12						14	\$1,830.00
	Calculate conflict confirmation/ clearance	4			2		8						14	\$2,530.00
	Calculation Binder	4		4	2		8						18	\$3,490.00
	QC Reviews	6											6	\$1,800.00
	Conflict Resolution	4			2		10						16	\$2,780.00
	Internal & external project mtgs			4	4		10						18	\$2,870.00
	Utility Coordination Status Reports and Schedules			2	2		8						12	\$1,810.00
	Review confirmed utility conflicts				2		10						12	\$1,580.00
	Utility Company Coordination				2		10						12	\$1,580.00
	Prepare Proposed Utility layout				2		10						12	\$1,580.00
	Interim over-the-shoulder reviews			2	2		12						16	\$2,310.00
	Review final relocation plan			2	2								4	\$810.00
	Provide a finalized utility layout, conflict matrix and evidence				2		4						6	\$830.00
	<b>ROW Acquisition</b>													
	Right of Way (ROW) Project Administration Services								29				29	\$5,384.14
	Right of Entry Service									10	5		15	\$2,201.40
	Title and Closing Services									5			5	\$875.25
	Initial Appraisal Service												0	\$0.00
	Appraisal Review Service									7			7	\$1,188.25
	Negotiation Services									35			35	\$6,126.75
	Document Control and File Management Services											24	24	\$2,164.32
	<b>HOURS SUB-TOTALS</b>	18	41	21	136	0	292	10	29	7	50	29	633	
	<b>DIRECT LABOR</b>	\$250.00	\$265.00	\$240.00	\$165.00	\$160.00	\$125.00	\$100.00	\$185.66	\$169.75	\$175.05	\$90.18		
	<b>TOTAL LABOR COSTS</b>	\$4,500.00	\$10,865.00	\$5,040.00	\$22,440.00	\$0.00	\$36,500.00	\$1,000.00	\$5,384.14	\$1,188.25	\$8,752.50	\$2,615.22		\$98,285.11
	<b>SUB-TOTAL</b>													\$98,285.11

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT									
<b>5</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet	50	\$5.00									
	8 1/2x11 Color Paper Copies	1	Sheet	50	\$50.00									
	11x17 B/W Paper Copies	0.15	Sheet	500	\$75.00									
	11x17 Color Paper Copies	1.5	Sheet		\$0.00									
	Turning Movement Counts	50	hour		\$0.00									
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00									
	Travel Time Runs	200	hour		\$0.00									
	Mileage	0.56	Per Mile	1280	\$716.80									
	Postage Certified Mail Actual Cost	10	each	10	\$100.00									
	UPS Overnight Actual Cost	20	each	2	\$40.00									
														\$986.80
<b>TASK</b>	<b>SUBCONSULTANT COSTS</b>	<b>CONTRACT RATE</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>AMOUNT</b>									
<b>5</b>	Survey (Doucet & Associates)	\$5,000.00	lump sum	1	\$5,000.00									
	Initial Appraisal	\$3,500.00	lump sum	1	\$4,500.00									
	Updated Appraisal	\$3,500.00	lump sum	0	\$0.00									\$9,500.00
	<b>SUB-TOTAL DIRECT COST</b>													\$10,487.00
	<b>SUB-TOTAL LABOR COSTS</b>													\$98,285.11
	<b>TOTAL COST</b>												<b>TOTAL HNTE</b>	\$108,773

**EXHIBIT A**

**TASK ORDER 7**

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated April 27, 2021 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 7

PROJECT NAME: Double L TIA Review Amendment

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the TIA review of the proposed Double L (Anarene) development, located east and west of RM 12, between Event Center Drive and Barton Creek Road, in the City of Dripping Springs.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

**Project Management and Coordination - \$1,360**

- Coordinate with the City of Dripping Springs, Development Team, and TxDOT to determine final recommended improvements.

**Project Meetings - \$3,360**

Ten meetings have been completed to date on this contract. The following are assumed to be required for approval of the project.

- Attend four (4) virtual project planning meetings (DAWG meetings, City project meetings, Hays County, or TxDOT meetings, or similar).
- Attend one (1) Planning Commission Meeting.
- Attend one (1) City Council Meeting

**TIA Review - \$12,160**

- Review the revised Double L TIA for full buildout and provide comments to the City of Dripping Springs. The first review of this This was performed under another contract. A Phase 1 Traffic Study was previously reviewed and approved under another contract.



- Review the response-to-comments and updated Double L TIA.
- Close out TIA Comments. It is assumed that two additional TIA submissions will be required to clear comments.
- Coordinate with TxDOT and Hays County for review and approval of recommendations.
- Prepare a memorandum summarizing TIA results and recommendations.

**Direct Expenses - \$120**

**PART 3.0 OWNER'S RESPONSIBILITIES:**

- City of Drippings Springs will review HDR comments.
- City of Dripping Springs will issue final TIA comments to Developer.
- Final TIA will be approved by City of Dripping Springs with guidance from HDR.

**PART 4.0 ENGINEER'S FEE:**

**HDR will perform the above scope of work for Task Order 7 for an hourly not to exceed fee of \$17,000.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY:

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_



\_\_\_\_\_  
Justin Word, P.E.

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Vice President

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
504 Lavaca St. #900

\_\_\_\_\_  
Austin, TX 78701

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.**

**TO 7 Double TIA Review Amendment**

TASK	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>7</b>	<b>TIA Review</b>						
	Project Management and Coordination	4			4	8	\$1,360.00
	Project Meetings	6				6	\$1,440.00
	Planning Commission Meeting	4				4	\$960.00
	City Council Meeting	4				4	\$960.00
	TIA Review	2	8	24		34	\$4,760.00
	Prepare TIA Comments	4	8			12	\$2,240.00
	Review Response to Comments	2	8			10	\$1,760.00
	Review Final TIA	2	4	8		14	\$2,120.00
	Improvement Coordination	4					\$960.00
	Final Memorandum		2			2	\$320.00
							<b>\$16,880.00</b>
	HOURS SUB-TOTALS	32	30	32	4	94	
	DIRECT LABOR	\$240.00	\$160.00	\$125.00	\$100.00		
	TOTAL LABOR COSTS	\$7,680.00	\$4,800.00	\$4,000.00	\$400.00		\$16,880.00
	SUB-TOTAL						<b>\$16,880.00</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT		
<b>7</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet	160	\$16.00		
	8 1/2x11 Color Paper Copies	1	Sheet	50	\$50.00		
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00		
	11x17 Color Paper Copies	1.5	Sheet		\$0.00		
	Turning Movement Counts	50	hour		\$0.00		
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00		
	Travel Time Runs	200	hour		\$0.00		
	Mileage	0.565	Per Mile	96	\$54.24		
							<b>\$120.00</b>
	<b>SUB-TOTAL DIRECT COST</b>						<b>\$120.00</b>
	<b>SUB-TOTAL LABOR COSTS</b>						<b>\$16,880.00</b>
	<b>TOTAL COST</b>					<b>TOTAL HNTE</b>	<b>\$17,000</b>



**HDR Labor Schedule**  
**Hourly Rates**  
**City of Dripping Springs**

Effective January 1, 2021

Project Principal	\$320.00
Senior Environmental Lead	\$270.00
Project Manager	\$240.00
QC Manager	\$240.00
Public Involvement Manager	\$180.00
Senior Utility Engineer	\$300.00
Senior Drainage Engineer	\$240.00
Senior Environmental Scientist	\$190.00
Senior Engineer	\$240.00
Project Engineer	\$160.00
EIT	\$125.00
Environmental Scientist	\$120.00
Public Involvement Coordinator	\$130.00
GIS Analyst	\$140.00
Graphic Designer I	\$110.00
Senior CADD Technician	\$160.00
CADD Technician	\$110.00
Archeology/Historian	\$100.00
Administrative Assistant	\$100.00
Expenses	100% of cost
Mileage	Current IRS Rate

## HDR Engineering, Inc. Terms and Conditions for Consulting Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

### 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

### 4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

### 5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

### 7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

### 8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 15. ALLOCATION OF RISK

**OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

#### 16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

#### 18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

**19 OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

**20. FORCE MAJEURE**

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.



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

**Submitted By:** Kelly Schmidt, Parks & Community Services Director

**City Council Meeting Date:** February 1, 2022

**Agenda Item Wording:** **Discussion and consideration of approval of Parks & Community Services Seasonal Program and Aquatics Staff Job Descriptions: Swim Instructor; Swim Aide; Customer Service Specialist; Head Lifeguard; Lifeguard; Adult Softball Coordinator; Adult Softball Umpire; and Adult Softball Scorekeeper. Sponsor: Council Member Parks.**

**Agenda Item Requester:** Mack Rusick/Kelly Schmidt

**Agenda Item Sponsor:** Council Member Sherrie Parks

**Summary/Background:** Every summer season the Parks & Community services department's staff size expands significantly to encompass full-time and part-time seasonal employees. These extra team members enable the department to operate special programs and facilities for a brief period during the summer months (approximately 10wks). Each winter the job descriptions for the positions are reviewed by staff and may need updating or overhauling based on the operational needs of the programs and facilities they support. Lessons learned from the previous year may also be a contributing factor for the updating. All positions are included and funded by the approved FY2022 approved payroll budget.

The Founders Memorial Park Community Pool and Adult Softball Program job descriptions are ready for City Council approval. City Administrator Michelle Fischer and City Attorney Laura Mueller have reviewed these job descriptions.

**Staff Recommendation** Recommend approval.

**Attachments:**

- 1) Swim Instructor
- 2) Swim Aide
- 3) Head Lifeguard
- 4) Lifeguard
- 5) Customer Service Specialist
- 6) Adult Softball Coordinator
- 7) Adult Softball Umpire
- 8) Adult Softball Scorekeeper

**Next Steps/Schedule:** Once approved – post on city website and other outlets.





## SWIM INSTRUCTOR Seasonal Part-Time

*Approved* \_\_\_\_\_

### A. GENERAL PURPOSE

The Dripping Springs Parks and Community Services Swim Instructor's general purpose is to promote aquatic safety and fitness through the provision of learn to swim instruction at Founders Memorial Park pool.

### B. SUPERVISION RECEIVED

Works under the general direction of the Programs & Aquatics Manager and the Parks and Community Services Director.

### C. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provides high quality instruction of all water skills and proper stroke techniques.
2. Prepares all lesson plans and required equipment before class.
3. Works with students on an individual basis whenever possible, to promote individual progress.
4. Maintains a safe and inclusive environment in the water for swimmers at all levels.
5. Works with children of all ages in the water and promotes an environment of fun and safe learning.
6. Follows and enforces all pool policies and duties.
7. Performs routine meeting and greeting of parents and creates a welcome environment.
8. Exercises discretion in dangerous and sensitive situations.
9. Effectively communicates verbally with swimmers, the public, and staff.
10. Performs other duties as directed.

### D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

Education: Some High School education or equivalent. No work or lifeguard experience necessary.

1. Ability to establish and maintain effective working relationships with City employees, City officials, vendors, and public.

2. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
3. Ability to communicate effectively orally and in writing.
4. Ability to work independently and exercise good judgment.
5. Certifications and Licenses: (Training will be provided) American Red Cross Lifeguard, CPR/AED for Professional Rescuer, First Aid, and American Red Cross Water Safety Instructor (WSI) a bonus.

**E. TOOLS AND EQUIPMENT USED**

Pool toys, kick boards, swim noodles, fins, swim paddles, etc.

**F. SPECIAL REQUIREMENTS**

1. 1<sup>st</sup> year certified American Red Cross Lifeguards (preferred but not required).
2. Experience in swim instruction or teaching children preferred.
3. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands; and reach with hands and arms. The employee is required to be a proficient swimmer and have the ability to respond to distressed swimmers in the water.
4. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of office supplies, files, equipment and furniture.
5. Minimum Age: 16.

**G. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed. The employee regularly works in outside weather conditions; and has exposure to extreme weather conditions. The employee will regularly work in the pool.

**H. WORK HOURS**

The Parks and Community Services Swim Instructor is a seasonal position. Hours will vary based on the business needs of the season, events, or projects. The position will work a varied schedule that fluctuates week to week Monday – Friday, 8am – 1pm, resulting in up to 15 - 25 hours per week. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Programs and Aquatics Manager or Parks and Community Services Director. Any overtime hours performed must be preapproved by the Parks and Community

Services Director.

Founders Memorial Park Pool is generally open from May – September. During the regular season, Labor Day to Memorial Day, the pool is open 7 days a week from 8am – 6pm, with the exception of private pool rentals which occur from 6pm-8pm.

**I. SALARY**

Compensation range is \$12-\$16 per hour, depending on experience. Pay days are every other Friday, or as otherwise determined by the CITY OF DRIPPING SPRINGS PESRONNEL MANUAL.

**J. BENEFITS**

As a seasonal employee the employee shall not be eligible for City benefits. Additional direction on benefits is outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the specific employee’s offer letter.

**K. EQUAL OPPORTUNITY EMPLOYER**

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership, or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact Michelle Fischer at (512) 858-4725.

*Please note: This Position Description is not a contract and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee’s Offer Letter, the most specific term or condition of employment shall govern.*



**SWIM AIDE**  
**Seasonal Part-Time**

*Approved* \_\_\_\_\_

**A. GENERAL PURPOSE**

The Dripping Springs Parks and Community Services Swim Aide's general purpose is to serve as support for and assistant to Swim Instructors at Founders Memorial Park pool.

**B. SUPERVISION RECEIVED**

Works under the general direction of the Pool Manager and the Parks and Community Services Director.

**C. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Assists with lesson equipment care and material preparation prior to class.
2. Serves as extra set of hands and eyes for swim instructors.
3. Assists with abating student phobia of the water when possible.
4. Follows and enforces all pool policies and duties.
5. Performs routine meeting and greeting of parents and creates a welcome environment.
6. Exercise discretion in dangerous and sensitive situations.
7. Effectively communicates verbally with swimmers, the public, and staff.
8. Performs other duties as directed.

**D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

Education: Some middle school or equivalent and swim team experience preferred.

1. Strong leadership skills.
2. Able to demonstrate basic swimming skills and strokes.
3. Ability to establish and maintain effective working relationships with students, parents, colleagues and pool manager.
4. Ability to kindly connect with students encouraging confidence in the water.

5. Ability to receive direction from swim instructor and pool manager.
6. Ability to work independently and exercise good judgment.
7. Certifications: n/a

**E. TOOLS AND EQUIPMENT USED**

Pool toys, kick boards, swim noodles, fins, swim paddles, etc.

**F. SPECIAL REQUIREMENTS**

1. 1<sup>st</sup> year certified American Red Cross Lifeguards (a bonus but not required).
2. Experience with babysitting or instructing younger siblings a bonus.
3. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands; and reach with hands and arms. The employee is required to be a proficient swimmer and have the ability to respond to distressed swimmers in the water.
4. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of office supplies, files, equipment and furniture.
5. Minimum Age: 15

**G. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed. The employee regularly works in outside weather conditions; and has exposure to extreme weather conditions. The employee will regularly work in the pool.

**H. WORK HOURS**

The Parks and Community Services Swim Aide is a seasonal position. The season begins June 6, 2022 and ends August 12, 2022. Hours will vary based on the business needs of the season, events, or projects. The position will work a varied schedule that fluctuates week to week Monday - Friday, resulting in up to 20 - 25 hours per week. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Pool Manager or Parks and Community Services Director. Any overtime hours performed must be preapproved by the Parks and Community Services Director.

**I. SALARY**

Compensation range is \$10- \$12 per hour, depending on experience. Pay days are every other Friday, or as otherwise determined by the CITY OF DRIPPING SPRINGS PESRONNEL MANUAL.

**J. BENEFITS**

As a seasonal employee the employee shall not be eligible for City benefits. Additional direction on benefits is outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the specific employee’s offer letter.

**K. EQUAL OPPORTUNITY EMPLOYER**

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact City Administrator Michelle Fischer at (512) 858-4725.

*Please note: This Position Description is not a contract, and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee’s Offer Letter, the most specific term or condition of employment shall govern.*



## CUSTOMER SERVICE SPECIALIST Seasonal Full-Time

*Approved* \_\_\_\_\_

### A. GENERAL PURPOSE

The Dripping Springs Founders Memorial Park Pool Customer Service Specialist is responsible for facilitating business operations, pool admissions, and general customer service at the Dripping Springs Founders Memorial Park Pool.

### B. SUPERVISION RECEIVED

Works under the general direction of the Programs & Aquatics Manager and the Parks and Community Service Director.

### C. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains work areas in a clean and organized manner.
2. Answers main phone line with professionalism and poise providing answers to repetitive questions, daily.
3. Works with pool staff to perform daily operations including opening and closing the facility, maintaining a safe and clean environment, and providing a quality experience for all patrons.
4. Operates the online register, assists with online purchases and registrations, and performs credit card transactions.
5. Must be always professional and provide high quality customer service.
6. Follows department policies and procedures.
7. Performs other duties as assigned or directed.

### D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

Education: No work or lifeguard experience necessary. Red-Cross CPR/AED Certified (city will provide training if not already obtained.)

1. Ability to establish and maintain effective working relationships with City employees, City officials, vendors, and public.

2. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
3. Ability to communicate effectively orally and in writing.
4. Ability to work independently and exercise good judgment.

#### **E. SPECIAL REQUIREMENTS**

1. Arrive to work every day, on time, as scheduled.
2. Must be able to stand for long periods of time.
3. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds.
4. Minimum Age: 16.

#### **F. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed. The employee regularly works in outside weather conditions; works in both indoor and outdoor environments; and has exposure to extreme weather conditions.

#### **G. WORK HOURS**

The Customer Service Specialist position is a full-time seasonal position. Hours may vary based on staff needs. Varied shifts including holidays, weekends, and evenings up to 40 hours per week. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Programs & Aquatics Manager or Parks and Community Services Director. Any overtime hours performed must be preapproved by the Parks and Community Services Director.

Founders Memorial Park Pool is open from May – September. During the regular season, Labor Day to Memorial Day, the pool is open 7 days a week from 8am – 6pm, with the exception of private pool rentals which occur from 6pm-8pm.



**H. SALARY**

Compensation range is \$11-\$13/hour, depending on experience. Pay days are every other Friday as outlined in the CITY OF DRIPPING SPRINGS PESRONNEL MANUAL.

**I. BENEFITS**

As a seasonal employee the employee shall not be eligible for City benefits. Additional direction on benefits is outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the specific employee’s offer letter.

**K. EQUAL OPPORTUNITY EMPLOYER**

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact City Administrator Michelle Fischer at (512) 858-4725.

*Please note: This Position Description is not a contract, and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee’s Offer Letter, the most specific term or condition of employment shall govern.*



## **HEAD LIFEGUARD Seasonal Full-Time**

*Approved* \_\_\_\_\_

### **A. GENERAL PURPOSE**

The Dripping Springs Founders Memorial Park Pool Head Lifeguard's general purpose is to serve as the senior guard on staff and oversee the lifeguards and safety at the Dripping Springs Founders Memorial Park Pool.

### **B. SUPERVISION RECEIVED**

Works under the general direction of the Programs and Aquatics Manager and the Parks and Community Services Director.

### **C. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Supervises shifts and operations at Founders Memorial Park Pool in the Programs and Aquatics Manager's absence.
2. Serves as a key component of the safety chain of command and is required to perform all lifeguarding duties as well as supervise daily pool operations while on duty.
3. Responsible for balancing the daily pool receipts.
4. Follows and enforces all pool policies and duties.
5. Performs routine maintenance to pool area, i.e. vacuum, pick up trash, keep restrooms stocked and tidy, etc.
6. Exercises discretion in dangerous or sensitive situations.
7. Effectively communicates verbally with both public and staff.
8. Performs other duties as assigned.

### **D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

Education: High School Diploma or Equivalent. Preferred one season of lifeguard experience.

1. Strong leadership skills.
2. Ability to establish and maintain effective working relationships with City employees, City officials, vendors, and general public.

3. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
4. Ability to communicate effectively orally and in writing.
5. Ability to work independently and exercise good judgment.
6. Certifications: American Red Cross Lifeguard, CPR for Professional Rescuer, First Aid, and American Red Cross Water Safety Instructor (WSI) preferred.

**E. TOOLS AND EQUIPMENT USED**

Cash Register, basic cleaning equipment, water safety equipment, and calculator.

**F. SPECIAL REQUIREMENTS**

1. A valid state driver's license.
2. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands, and reach with hands and arms. The employee is required to be a proficient swimmer and can rescue and remove an individual from the water.
3. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of office supplies, files, equipment and furniture.
4. Minimum Age: 18.

**G. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed. The employee regularly works in outside weather conditions; works in both indoor and outdoor environments; and has exposure to extreme weather conditions. The employee will regularly work in the pool.

**H. WORK HOURS**

The Founders Memorial Park Pool Head Lifeguard position is a seasonal position. Hours will vary based on the season and events or projects assigned. The position will work a varied schedule that fluctuates week to week and includes holidays, weekends, and evenings, resulting in up to 40 hours per week. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Programs and Aquatics Manager or Parks and Community Services Director. Any overtime hours performed must be preapproved by the Parks and Community Services Director.

Founders Memorial Park Pool is open from May – September. During the regular season,

Labor Day to Memorial Day, the pool is open 7 days a week from 8am – 6pm, with the exception of private pool rentals which occur from 6pm-8pm.

**I. SALARY**

Compensation range is \$15-\$18/hour, depending on experience. Pay days are every other Friday, or as otherwise determined by the “City of Dripping Springs Personnel Manual.”

**J. BENEFITS**

As a seasonal employee the employee shall not be eligible for City benefits. Additional direction on benefits is outlined in the “City of Dripping Springs Personnel Manual” , as may be modified by the specific employee’s offer letter.

**K. EQUAL OPPORTUNITY EMPLOYER**

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact City Administrator Michelle Fischer at (512) 858-4725.

*Please note: This Position Description is not a contract, and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee’s Offer Letter, the most specific term or condition of employment shall govern.*



## **LIFEGUARD**

### **Seasonal Full-Time**

*Approved XX/XX/XX*

#### **A. GENERAL PURPOSE**

The Dripping Springs Founders Memorial Park Pool Lifeguard's general purpose is to promote and maintain public safety at the Dripping Springs Founders Memorial Park Pool and promote overall aquatic safety.

#### **B. SUPERVISION RECEIVED**

Works under the general direction of the Head Lifeguard, the Aquatics & Programs Manager and the Parks and Community Services Director.

#### **C. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Responsible for the safety of pool patrons by preventing accidents and responding quickly to emergency situations.
2. Must know and be able to perform all skills required for certifications.
3. Must always follow and enforce all pool policies and duties.
4. Performs routine maintenance to pool area, i.e. vacuum, pick up trash, keep restrooms stocked and tidy, etc.
5. Exercises discretion related to dangerous and sensitive situations.
6. Effectively communicates verbally with both public and staff.
7. Performs other duties as directed.

#### **D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

Education: Some High School education or equivalent. No work or lifeguard experience necessary.

1. Ability to establish and maintain effective working relationships with City employees, City officials, vendors, and public.
2. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
3. Ability to communicate effectively orally and in writing.
4. Ability to work independently and exercise good judgment.
5. Certifications and Licenses: American Red Cross Lifeguard, CPR/AED for Professional

Rescuer, First Aid, and American Red Cross Water Safety Instructor (WSI) a bonus.

**E. TOOLS AND EQUIPMENT USED**

Water safety equipment, AED, FIRST AID Supplies, pool vacuum, creative swim lesson instructional tools (noodles, toys, etc.).

**F. SPECIAL REQUIREMENTS**

1. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands; and reach with hands and arms. The employee is required to be a proficient swimmer and can rescue and remove an individual from the water.
2. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of equipment.
3. Minimum Age: 16.

**G. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed. The employee regularly works in outside weather conditions; works in both indoor and outdoor environments; and has exposure to extreme weather conditions. The employee will regularly work in the pool.

**H. WORK HOURS**

The Pool Lifeguard position is a full-time, seasonal position. Hours will vary based on the season and events or projects assigned throughout the year. Varied shifts including holidays, weekends, and evenings up to 40 hours per week may be required. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the City Administrator or Parks and Community Services Director. Any overtime hours performed must be preapproved by the Programs and Aquatics Manager and Parks and Community Services Director.

Founders Memorial Park Pool is open from May – September. During the regular season, Labor Day to Memorial Day, the pool is open 7 days a week from 8am – 6pm, with the exception of private pool rentals which occur from 6pm-8pm.

**I. SALARY**

The Lifeguard is paid hourly at a range of \$11 - \$14/hour, depending on experience. Pay days are every other Friday as outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

**J. BENEFITS**

As a seasonal employee, the employee shall not be eligible for City benefits. Additional direction on benefits is outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the specific employee's offer letter.

**K. EQUAL OPPORTUNITY EMPLOYER**

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact City Administrator Michelle Fischer at (512) 858-4725.

*Please note: This Position Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*

**TO APPLY**

Please complete a City of Dripping Springs Employment application, attach copies of your required current certifications and submit to Programs & Aquatics Manager Mack Rusick by email to [mrusick@cityofdrippingsprings.com](mailto:mrusick@cityofdrippingsprings.com), by mail to PO Box 384, Dripping Springs, TX 78620, or in person: 511 Mercer Street, Dripping Springs, TX 78620.



**ADULT SOFTBALL COORDINATOR  
PART-TIME NON-EXEMPT,  
SEASONAL**

---

**A. GENERAL PURPOSE**

Under the general supervision of the Parks and Community Services Director and the Programs & Aquatics Manager, the Adult Softball Coordinator will be responsible for general organization and facilitation of the Adult Softball Program. The Adult Softball Coordinator should oversee day to day management of softball teams, games, and general care for the fields.

**B. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Provides stewardship and supervision over the Adult Softball League.
2. Ensures all games are kept on schedule, teams are present, and are participating safely.
3. Ensures all umpires and scorekeepers are present before games begin. If an umpire or scorekeeper is absent, the Coordinator should work with the Programs Manager to find a replacement.
4. Enforces all program rules and policies, provide support for umpires, and assist the Programs & Aquatic Managers with any disciplinary actions if necessary.
5. Keeps well-informed of Adult Softball rules and regulations established by USA Softball and the City of Dripping Springs.
6. Assists the Programs & Aquatics Manager in communicating with teams and team captains.
7. Provides general care and maintenance for the softball fields including trash and debris removal.
8. Provides general feedback to the Programs & Aquatics Manager regarding program needs and recommended improvements.
9. Performs all other duties as assigned.



### **C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

1. Valid Texas Driver's License
2. Employee must be a minimum age of 18 years old.
3. Experience in participating in and/or facilitating Adult Softball Leagues.
4. Ability to establish and maintain effective working relationships with team representatives, city employees, City officials, and general public.
5. Ability to handle confidential and sensitive information while maintaining confidentiality.

### **D. SPECIAL REQUIREMENTS**

The physical demands described here are representative of those that must be met by the Coordinator to successfully perform the essential functions of this position. Reasonable accommodations may be made to perform the essential functions if needed.

1. Work is performed mostly in field settings. Considerable outdoor work is required in managing daily program operations and care for the softball fields. Must be able to work outside in all weather conditions and be able to lift a minimum of 50 pounds.
2. While performing the duties of this job, the Coordinator is regularly required to stand; sit; walk; talk or hear; handle, feel or operate objects, tools, or controls; and reach with hands and arms. The Coordinator is often required to climb or balance; stoop, kneel, crouch, or crawl.

### **E. WORK HOURS**

Regular schedule and hours will be set in coordination with the Programs & Aquatics Manager sufficient to perform the functions of this position. Typical work hours are Monday, Tuesday, and Thursday 5pm – 10:30pm. Must be available during the spring and summer months. Hours are subject to change based on field availability and program needs. This is a part-time non-exempt seasonal position and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period. Any overtime hours performed must be preapproved by the Programs & Aquatics Manager or the Parks & Community Services Director.

### **F. SALARY**

\$10-\$15 per hour, depending on experience. Pay days are every other Friday, or as otherwise determined by the "City of Dripping Springs Personnel Manual."

### **G. BENEFITS**

As a seasonal employee, the employee shall not be eligible for City benefits. Additional direction on benefits is outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be

modified by the specific employee's offer letter.

## H. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership, or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact the City Administrator at (512) 858-4725.

*Please note: This Position Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*



## **UMPIRE - ADULT SOFTBALL**

### **PART-TIME NON-EXEMPT, SEASONAL**

---

#### **A. GENERAL PURPOSE**

Under the general supervision of the Parks and Community Services Director and the Programs & Aquatics Manager, the Umpire for Adult Softball will be responsible for enforcing all sport and league rules and ensuring good sportsmanship is demonstrated at all times.

#### **B. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Officiates games, maintains standards of play, and enforces all sport and league rules in a confident and appropriate manner.
2. Resolves claims of rule infractions or complaints by participants and assesses any necessary penalties, according to regulations.
3. Ensures good sportsmanship is demonstrated at all times by both participants and spectators.
4. Keeps well-informed of Adult Softball rules and regulations established by USA Softball and the City of Dripping Springs.
5. Ensures teams have the appropriate equipment and inspects both players and equipment for issues.
6. Ensures all games are kept on schedule, teams are present, and participating safely.
7. Works with scorekeepers to keep accurate records. If a scorekeeper is not present, the Umpire shall keep score or help find a volunteer to keep score.
8. Supervises and regulates participants and spectators during the game.
9. Ensures participant's safety, including stopping the game for hazardous conditions, including inclement weather.
10. Arrives at the appropriate time prior to game time and wears proper attire and equipment.

11. Performs all other duties as assigned.

### **C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

1. Experience in umpiring/officiating the game of softball.
2. Knowledge of the game of softball and the USA Softball rulebook is preferred.
3. Ability to communicate clearly and concisely both orally and in writing.
4. Ability to maintain order by communicating effectively with persons who may be irate or unreasonable.
5. Ability to work flexible hours including evenings and some weekends.
6. Ability to establish and maintain effective working relationships with team representatives, city employees, City officials, media, and general public.
7. Valid Texas Driver's License.

### **D. SPECIAL REQUIREMENTS**

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this position. Reasonable accommodations may be made to perform the essential functions if needed.

1. Employee must be a minimum age of 18 years old.
2. Work is performed mostly in field settings. Considerable outdoor work is required in facilitating the adult softball league. Must be able to work outside in all weather conditions and be able to lift a minimum of 50 pounds.
3. While performing the duties of this job, the volunteer is regularly required to stand; sit; walk; talk or hear; handle, feel or operate objects, tools, or controls; and reach with hands and arms. The volunteer is often required to climb or balance; stoop, kneel, crouch, or crawl.

### **E. WORK HOURS**

Regular schedule and hours will be set in coordination with the Programs & Aquatics Manager sufficient to perform the functions of this position. Typical work hours are Monday, Tuesday, and Thursday 5pm – 10:30pm. Must be available during the spring and summer months. Hours are subject to change based on field availability and program needs. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period. Any overtime hours performed must be preapproved by the Programs & Aquatics Manager or the Parks & Community Services Director.

### **F. SALARY**

\$20 - \$30 per hour, depending on experience. Pay days are every other Friday, or as otherwise determined by the “City of Dripping Springs Personnel Manual.”

**G. BENEFITS**

As a seasonal employee, the employee shall not be eligible for City benefits. Additional direction on benefits is outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the specific employee’s offer letter.

**H. EQUAL OPPORTUNITY EMPLOYER**

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact the City Administrator at (512) 858-4725.

*Please note: This Position Description is not a contract and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee’s Offer Letter, the most specific term or condition of employment shall govern.*



## **SCOREKEEPER - ADULT SOFTBALL PART-TIME NON-EXEMPT, SEASONAL**

---

### **A. GENERAL PURPOSE**

Under the general supervision of the Parks and Community Services Director and the Programs & Aquatics Manager, the Scorekeeper for Adult Softball will be responsible for keeping score and stats for both teams during softball games.

### **B. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Arrives at the appropriate time prior to game time and prepares scoreboards and scorebooks for games, including acquiring team lineups before games.
2. Keeps accurate score count and statistical records for both teams each game.
3. Assist the umpire in maintaining accuracy during games.
4. Ensures teams have arrived and turned in their lineups and written names legibly.
5. Ensures all games are kept on schedule, teams are present, and teams are participating safely.
6. Assists league staff as needed.
7. Performs all other duties as assigned.

### **C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

1. Experience scorekeeping for sports games, especially softball.
2. Knowledge of the game of softball and general sports knowledge.
3. Must be able to work individually, without support from others.

4. Ability to communicate clearly and concisely both orally and in writing.
5. Ability to work flexible hours including evenings and some weekends.
6. Ability to establish and maintain effective working relationships with team representatives, umpires, city employees, city officials, and general public.
7. Valid Texas Driver's License.[LM1]

#### **D. SPECIAL REQUIREMENTS**

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this position. Reasonable accommodations may be made to perform the essential functions if needed.

1. Employee must be a minimum age of 16 years old.
2. Must be dependable and have reliable transportation.
3. Work is performed mostly in field settings. Must be able to work outdoors.
4. While performing the duties of this job, the scorekeeper may be required to stand; sit; walk; talk or hear; handle, feel or operate objects, tools, or controls; and reach with hands and arms. The scorekeeper is required to climb stairs.

#### **E. WORK HOURS**

Regular schedule and hours will be set in coordination with the Programs & Aquatics Manager sufficient to perform the functions of this position. Typical work hours are Monday, Tuesday, and Thursday 5pm – 10:30pm. Must be available during the spring and summer months. Hours are subject to change based on field availability and program needs. This is a part-time non-exempt seasonal position and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period. Any overtime hours performed must be preapproved by the Programs & Aquatics Manager or the Parks & Community Services Director.

#### **F. SALARY**

\$10 - \$15 per hour, depending on experience. Pay days are every other Friday, or as otherwise determined by the "City of Dripping Springs Personnel Manual."

#### **G. BENEFITS**

As a seasonal employee, the employee shall not be eligible for City benefits. Additional

direction on benefits is outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the specific employee’s offer letter.

**H. EQUAL OPPORTUNITY EMPLOYER**

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact the City Administrator at (512) 858-4725.

*Please note: This Position Description is not a contract and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee’s Offer Letter, the most specific term or condition of employment shall govern.*





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

**Submitted By:** Kelly Schmidt, Parks & Community Services Director

**FMC Meeting Date:** 1.20.2022

**Agenda Item Wording:** Discuss and consider approval of a Use Agreement between the City of Dripping Springs and Dr. Pound Historical Farmstead related to the operation of the Dripping Springs Farmers Market.

**Agenda Item Requestor:** Sherrie Parks

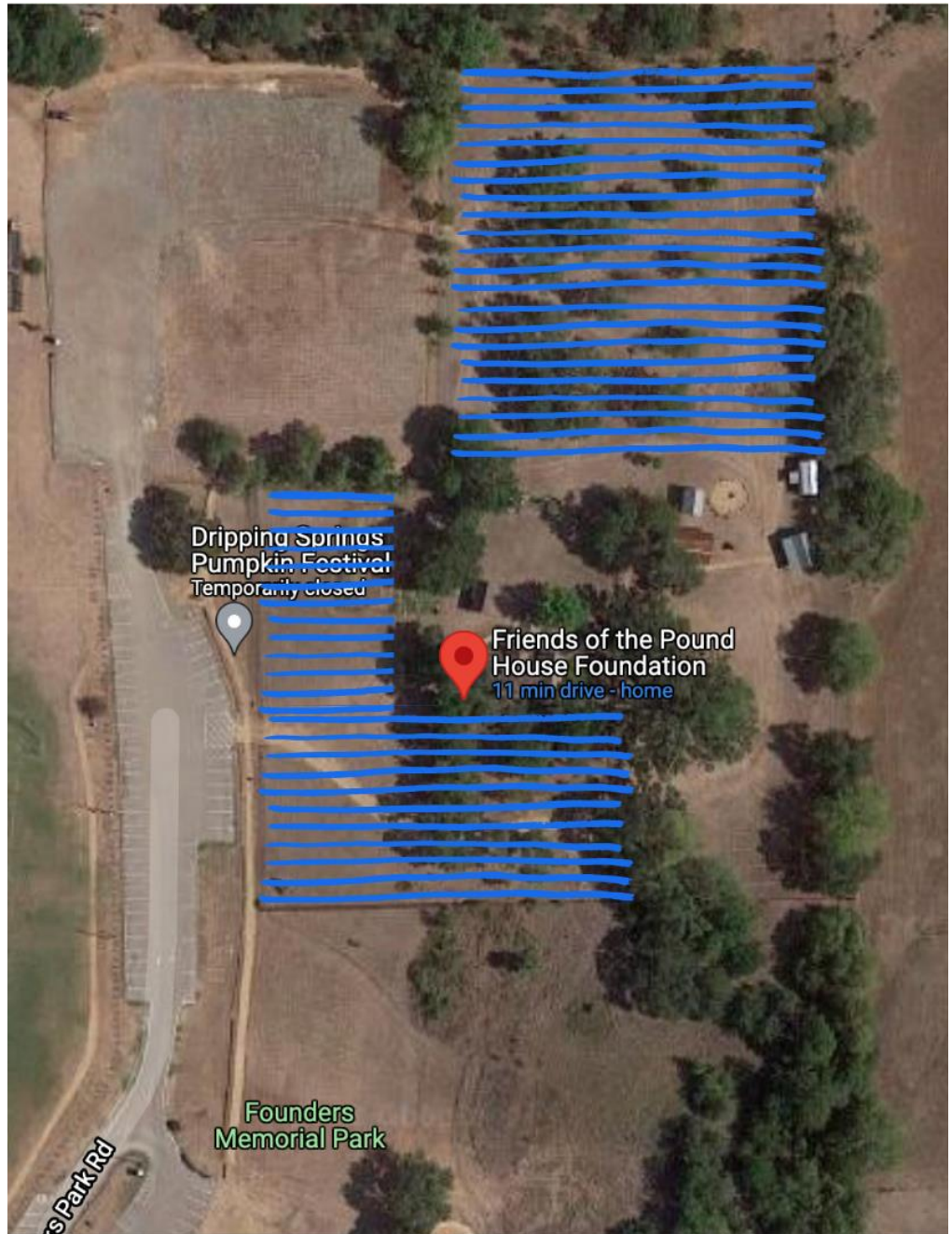
**Summary/Background:** The Dripping Springs Farmers Market weekly event has been hosted at the City of Dripping Springs Veterans Memorial Park since its inception in 2009. The Market, like the city's population, has grown exponentially over the last 13 years. But most noticeably in the last two.

City staff has mutually connected with the Pound House Executive Director and Friends of Pound House Foundation Board in seeking the viability of the Pound House grounds as a new home for the Dripping Springs Farmers Market. The distance from the current FM location at Veterans Memorial Park to Founders Memorial Park, is 1 mile; 4 minutes by car and 22 minutes on foot. The proposed site provides solutions to current location deficiencies. Within the 5-acre respite, the following await market vendors and shoppers alike:

- Controlled ingress and egress
- Modern indoor restrooms (no more port-a-potty)
- Ample paved parking (no more potholes to contend with)
- Walkability
- A serene setting (no vehicular noise or smells to negate customer and vendor experience)
- Large oak trees with shade to spare and lush grass
- Shaded playground for children (in Founders Park next to pool)
- No flooding issues and protection from wind gusts
- Shaded picnic pavilion & other park amenities (i.e., trails, pool, skatepark)

Pound House Farmstead – has 2 possible proposed locations with their grounds: One at the front of their property by the original entrance (lots of sun exposure but easily visible from the entire park) and one at the rear of the property adjacent to the new parking lot and under the oak trees. Either of these locations within the grounds will more than accommodate the current vendor trend and

allow for greater flexibility and enhance the market experience and sense of place.







**Staff Recommendations:** Staff recommends embracing the proposed collaboration and permanently moving the Dripping Springs Farmers Market to Founders Memorial Park and the Friends of Pound House Foundation’s incredible Historical Farmstead grounds. The tentative start date of March 2022 for potential move to Pound House Farmstead grounds.

**Committee Recommendations:** Unanimously approved by the Farmers Market Committee on January 20, 2022.  
Unanimously approved by the FPHF Board on January 11, 2022.

- Attachments:**
- Proposed Draft Use Agreement reviewed and approved by the Friends of Pound House Foundation Board
  - Letter of Introduction to the Pound House Farmstead – from Executive Director Jenny Pack

**Next Steps/Schedule:**

1. After final recommendation for approval of proposed Use Agreement begin marketing plan and campaign and ready vendors, staff and community form move in early March 2022.

## USE AGREEMENT

### Dr. Pound Farmstead Farmers Market Location

THIS USE AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and The Friends of the Pound House Foundation (“FPHF”) FPHF, a registered 501(c)3 Texas non-profit organization.

#### I. RECITALS

- A. The FPHF is a registered Texas non-profit in good standing whose purpose is to protect, preserve, and develop the Dr. Pound Farmstead Museum for the use, education, enjoyment, and benefit of present and future generations.
- B. The FPHF wishes to enter into a use agreement with the City to allow the Dripping Springs Farmers Market to use the grounds and restrooms of the FPHF to host their weekly event; and
- C. The FPHF site is located at 419-B Founders Park Road, Dripping Springs, TX 78620.
- D. The City and FPHF mutually desire to aid in the promotion of each other and, accordingly, agree to co-promote Farmers Market and Historical Farmstead in various marketing materials.

#### II. AGREEMENT

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

##### A. Duties of City

1. After each Farmers Market, the City will cover restroom cleaning fees, as described below.
2. The City will remove any trash generated during the event.
3. The City agrees to reimburse the FPHF for the cost of electricity it uses during Market each Wednesday.
4. The City agrees to provide Farmers Market staff to coordinate and run all operations of the weekly market.
5. If requested, the City agrees to provide the FPHF an information dissemination location at no cost.
6. The City agrees to manage vehicular traffic during market each week and keep all vehicular traffic to designated/marked areas on the premises to minimize impact to old growth trees and landscape within the grounds.

7. In order to promote preservation of the historic site, vendors are not permitted to set up anywhere inside of the split-rail fence that demarcates the immediate vicinity of the house museum, nor in the central Heritage Oak area encircled by the buildings. These central areas are restricted to pedestrian traffic only. Area of market is shown in Attachment "A".

## **B. Duties of the FPHF**

1. The FPHF agrees to allow The City to use the grounds within the fenced perimeter of The FPHF property each Wednesday between the hours of 12 p.m. to 8 p.m. The last week of September through the first week of November, has been reserved for the DS Pumpkin Fest use of the grounds. FPHF and the City will work together to allow for continued Market operations offsite of the FPHF site during this time.
2. The FPHF agrees to not operate or allow the sale of concessions, additional vendors, or other entities/organizations within the grounds of the FPHF during Farmers Market days except for those days that occur during DS Pumpkin Fest.
3. The FPHF agrees to permit use of their restrooms for the Farmers Market.
4. The FPHF agrees to notify Market Manager a minimum of two weeks from any market date of any issues arising that would prevent the Market event from taking place unless unforeseen circumstances prevent communication. In such case, FPHF will notify Market Manager as soon as possible of the preventive circumstance and nature.
5. The FPHF agrees that the grounds and restrooms are clear of debris and trash and in an operational order prior to each Farmers Market.
6. The FPHF will permit the City at its own expense to purchase and place picnic tables with prior approval of type and placement from FPHF. These will serve the Farmers Market attendees for the term of the contract. The City retains ownership of the picnic tables and may remove them at any time including upon termination of this agreement or the City's use of the area.
7. FPHF agrees to provide electricity for Farmers Market operations each Wednesday. FPHF will invoice the City monthly based on meter reads taken before and after each Market.
8. The FPHF agrees to provide access to water.

## **C. Fees and Payment**

1. The City will reimburse The FPHF for additional mowing services to accommodate the weekly event up to a total of \$1227 per fiscal year (October 1 – September 30). FPHF will invoice the City for payment and attach the service record. The City will not pay for mowing services from the last week in September through the first week of November. Payment will be provided to FPHF within thirty (30) days of receipt of an approved invoice.
2. The City agrees to cover restroom cleaning fees for the FPHF follow each week that the Farmers Market occurs on site. The fees will be paid upon invoice by the cleaning service directly to the City.

**D. Access to Facilities**

1. The City is permitted access The FPHF grounds on Farmers Market days from 12:00 p.m. – 8:00 p.m.
2. To provide the safest operational standards and access by emergency response teams, no entrance to the grounds will be impeded by Farmers Market operations.
3. If there is an emergency such as inclement weather or an unforeseen circumstance, the City may decide to cancel, delay, close, or relocate the market.

**E. Term**

The term of this Agreement shall be for one (1) year. The term may be extended by written agreement of both parties.

**F. Miscellaneous**

1. The City will maintain its own liability coverage through Texas Municipal League Intergovernmental Risk Pool and will name the FPHF as an additional named insured and provide a copy of such policy prior to the beginning of the terms of this Use Agreement.
2. It is specifically agreed that nothing herein is intended to convey any real property rights of the FPHF to The City other than the use described herein.
3. The FPHF assumes no responsibility for any property placed by The City or any Farmers Market vendor, the FPHF is hereby expressly released and discharged from all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of the Historical Farmstead and related facilities under this Agreement, unless such liability is the result of negligence caused by FPHF or its assigns and designees.
4. The City accepts the premises as-is. The City may not change any part of the Historical Farmstead or layout of its related facilities unless it receives prior written approval from the FPHF board or designee for the proposed changes.
5. The City will cooperate with the FPHF to comply with all applicable laws (federal, state, and local), including ordinances of the City. The City agrees to abide by and conform with all rules and regulations from time to time adopted or prescribed by the FPHF for the government and management of the facility and grounds.
6. The City shall not assign this Agreement, or any rights, obligations or entitlements created under this Agreement to any other person or entity without prior written approval from the FPHF.
7. Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party thirty (30) days written notice.
8. This Agreement will automatically terminate if The City fails to adequately respond and remedy any complaints or concerns from the FPHF within thirty (30) days of a written request by the FPHF.



- 9. The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Hays County.
- 10. Entire Agreement: This document represents the entirety of the agreement between the City and the FPHF. No oral or other written contracts outside of this Agreement shall have any effect unless they are approved in writing by both parties and made a part of this Agreement.
- 11. Amendments: This Agreement may be amended only by an instrument in writing signed by the City and the FPHF.

**G. Severability:** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid, or unlawful for any reason, the remainder of this Agreement shall not be affected thereby.

**H. Mandatory Disclosures:** Texas law requires that those contracting with the City make certain disclosures. Prior to the effective date of this Contract, the FPHF 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). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>.

**I. Notice:** All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

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

<p><b>City:</b>          City of Dripping Springs          Attn: City Administrator          511 Mercer Street          PO Box 384          Dripping Spring, TX 78620</p>	<p><b>Friends of the Pound House Foundation:</b>          The Friends of the Pound House Foundation          Attn: Executive Director          419 – B Founders Park Rd.          PO Box 1150          Dripping Springs, TX 78620</p>
---	---

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

**J.** This Agreement shall be effective upon final signing by both parties.

**IN WITNESS WHEREOF, The City of Dripping Springs and Dr. Pound FPHF have executed this Agreement on the dates indicated.**

**CITY OF DRIPPING SPRINGS:                      FRIENDS OF POUND HOUSE  
 FOUNDATION:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

\_\_\_\_\_  
Jenny Pack, Executive Director

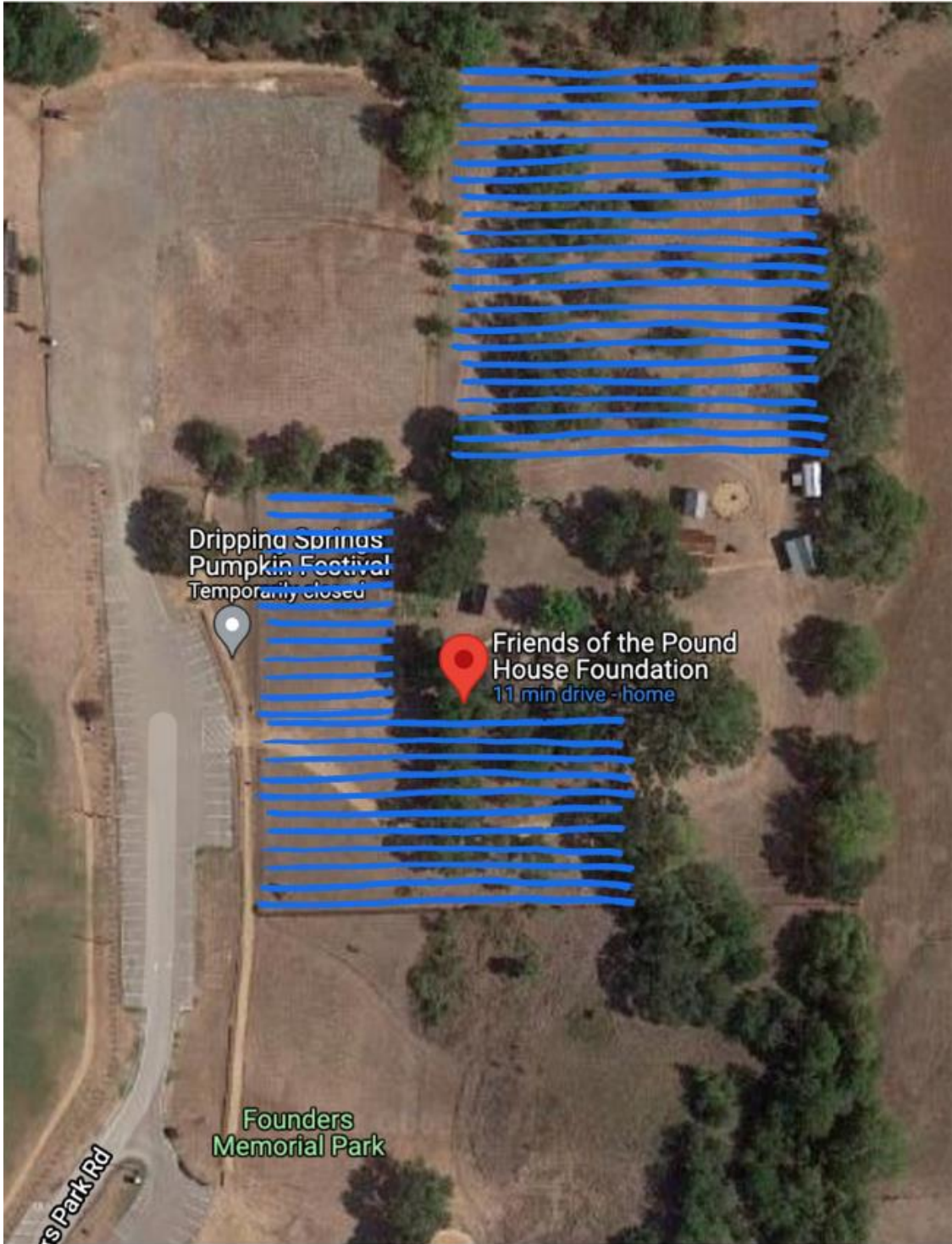
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

# Attachment A





**Friends of the Pound House  
Foundation**

PO BOX 1150  
Dripping Springs, TX 78620  
Phone: 562-682-7909

► **Farmers Market Board of Directors**

Dripping Springs

---

**To the Farmers Market Board of Directors,**

The Dr. Pound Farmstead has served as a gathering place for the community of Dripping Springs since the Pound Family migrated here over 168 years ago. The mission of FPHF is to protect, preserve and develop the Dr. Pound Farmstead for the use, education, enjoyment and benefit of present and future generations. We are looking for community partnerships who value preserving the past, while building a thriving future. We have talked often through the years about the idea of hosting the Dripping Springs Farmers Market as an organic combination, and so it is with enthusiasm that I present this letter for your consideration.

The benefits of a cooperative are numerous: The Dr. Pound Farmstead offers sprawling, flat acreage with enough room to host a growing number of vendors. We have easy access through our back gate onto nicely-maintained grass fields with plentiful shade trees. Our grounds are fully fenced, with two large ingress/egress points, ensuring both accessibility and safety for larger groups. We have fully equipped modern restroom facilities and ability to provide electricity. The parking lots in Founders accommodate 200 vehicles, and legal street parking provides upwards of another 150 parking places. In addition to ample parking, we offer walkability for the hundreds of residents in neighboring tracts with the connecting walking trails and sidewalks. By hosting Farmers Market at the Pound House, we draw awareness and outreach not only to the museum, but to the city amenities as a whole. We also have a built-in audience with DSUSA sporting activities, which draws hundreds of families in the Fall, those visiting the pool in the warm season, and later, the Dripping Springs skatepark. It is easy to envision families enjoying the playground, the skatepark, the game fields and strolling through the farmers market, while soaking in the old-time atmosphere of the Pound House.

Nestled on 5 beautifully shaded, oak-filled acres, our grounds invoke a timeless Texas feel. The smokehouse, windmill, barns and wagons offer an idyllic setting for friends, families and community members to meet, mingle and take lots of great photos! As the site of the first doctor's office, church and school in Dripping Springs, our vision is to promote and maintain our historical value as a community gathering place, and we consider Founders Park the center of Dripping Springs' recreational and greenspace treasure. In partnership, we feel we can offer everyone in the community a destination-point for arts and culture, leisure, health and connection. I invite the FM Board to join us on the grounds of the Pound House to *make history* by investing in Dripping Springs to the benefit of all who call it home.

---

---

I look forward to the possibility of a joint venture initiative and it is my pleasure to discuss this with your board.

Sincerely,

*Jenny Pack*

PS

We have other exciting new evolutions coming very soon which enhance the benefit of any community event, including available indoor, climate-controlled space within the historic house and a new partnership to build the first Dripping Springs community garden on our grounds! We hope you, too, will pioneer the next generation of Drippin' history with us!

---

**Friends of the Pound House Foundation**

Executive Director

August, 18, 2021



# Contract Cover Sheet

Item # 17.

<b>Contract Number</b>	FAR02012022
<b>Contractor with Contact Information</b>	The Friends of the Pound House Foundation Attn: Executive Director 419 – B Founders Park Rd.
<b>Effective Date</b>	02/01/2022
<b>Termination Date</b>	02/01/2023
<b>Renewal/ Termination Notice Date</b>	Either Party can give 30 days notice to terminate. Automatic termination for some breaches.
<b>Bid/Quotes/ Budgeted</b>	Use Agreement
<b>Department</b>	Parks & Community Services
<b>Council Meeting Date (if applicable)</b>	02/01/022

*Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.*



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

---

**Submitted By:** Kelly Schmidt, Parks & Community Services Director

---

**Council Meeting Date:** 02.1.2022

**Agenda Item Wording:** Approve Founders Day 2022 Lions Club, CODS, DSISD Carnival Location Use Agreement

**Agenda Item Requestor:** Sherrie Parks

---

**Summary/Background:** Annual Use Agreement for Founders Day Festival Carnival location. Terms remain the same as in previous years. Both DSISD and Lion’s Club have reviewed.

**Commission Recommendations:**

**Recommended Council Actions:** Approve as presented.

**Attachments:** 1. 2022 Use Agreement (DSISD, Lion’s Club, CODS)

**Next Steps/Schedule:**

**FOUNDERS DAY  
FESTIVAL  
Facilities Use Agreement**

This Founders Day Festival Agreement ("Agreement") is made and entered into on the [REDACTED] day of [REDACTED] 2022, by and between the CITY OF DRIPPING SPRINGS, TEXAS, a general law municipality ("CITY"), the DRIPPING SPRINGS LIONS CLUB, a Texas nonprofit corporation ("LIONS CLUB") and the DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("DSISD"). In this Agreement, the CITY, DSISD and LIONS CLUB are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

**RECITALS:**

**WHEREAS**, each year the Founders Day Festival ("Founders Day") is held in the City of Dripping Springs, Hays County, Texas; and

**WHEREAS**, CITY owns that certain 0.846 tract of land in the City of Dripping Springs, Hays County, Texas being more particularly described in *Exhibit "A"*, attached hereto and incorporated herein as if fully set forth ("City Property"); and

**WHEREAS**, DSISD owns that certain property in the City of Dripping Springs, Hays County, Texas being further described in *Exhibit "B"*, attached hereto and incorporated herein as if fully set forth ("DSISD Property"); and

**WHEREAS**, LIONS CLUB desires to participate in Founder's Day and use the City Property and DSISD Property for festival activities; and

**WHEREAS**, subject to the terms and conditions hereinafter stated, CITY and DSISD agrees to allow LIONS CLUB to participate in Founders Day and use the City Property and DSISD Property; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

**ARTICLE I. RECITALS**

**1.01** The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.



## ARTICLE II. DEFINITIONS

- 2.01 Agreement** means this binding legal contract between the Parties. The Agreement includes any exhibits, addenda, and/or amendments. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:
- (a) This Agreement;
  - (b) exhibits.
- 2.02 City** means the City of Dripping Springs, Hays County, Texas.
- 2.03 DSISD** means the Dripping Springs Independent School District, Hays County, Texas.
- 2.04 Effective Date** means the date upon which the binding signatures of all Parties to this Agreement are affixed.
- 2.05 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.
- 2.06 Lions Club** means the Dripping Springs Lions Club, a Texas nonprofit corporation.
- 2.07** Certain other capitalized terms have the meanings given in the Recitals or section of this Agreement where first used.

## ARTICLE III. TERM

- 3.01** This Agreement shall be effective on the Effective Date, and shall remain in full force and effect until 12:00 midnight April 24, 2022.

## ARTICLE IV. OBLIGATIONS

- 4.01 Obligations of LIONS CLUB.**
- (a) LIONS CLUB agrees to review and comply with all rules and regulations adopted by CITY regarding Founders Day.
  - (b) LIONS CLUB agrees that the contractor for the carnival shall add CITY and DSISD to its insurance as additional named insureds and provide a copy to DSISD and the CITY as provided in Exhibit "C".

- (c) LIONS CLUB shall take reasonable steps to ensure that waste is not performed upon the DSISD Property, and that any damage to the grounds is limited to reasonable wear and tear. Any destruction, damage, or injury to DSISD property during the LIONS CLUB's use of the DSISD Property shall be cleaned and repaired by the LIONS CLUB.
- (d) LIONS CLUB and CITY are obligated to remove and properly dispose of all litter, trash, and refuse on the DSISD Property as a result of the carnival.
- (e) The LIONS CLUB's use of the DSISD Property on Friday shall not interfere with, or any way hinder, DSISD's use of the Administration Building, and access to the Administration Building from the rear of the building.
- (f) LIONS CLUB shall take all steps necessary to prevent use of alcoholic beverages or tobacco products on the DSISD Property.
- (g) LIONS CLUB shall review and comply with DSISD Facility Use Policy in *Exhibit "C"* attached hereto and incorporated herein as if fully set forth within. LIONS CLUB shall review and comply with DSISD policy GK.A (LEGAL) and policy GKD (LOCAL) as published on TASB website (<http://www.tasb.org/policies/pol/private/1059040>) with the exception of the Facility Use Policy requirement to provide chaperons for children.

#### **4.02 Obligations of DSISD.**

- (a) DSISD agrees to allow LIONS CLUB the use of the DSISD Property for Founders Day activities.
- (b) DSISD agrees to allow LIONS CLUB the use of the DSISD Property beginning on Thursday, April 21, 2022 from 5:00 p.m. and remain on the premises until Sunday, April 24, 2022 until midnight.
- (c) DSISD agrees that LIONS CLUB shall have sole control of the operation of the LIONS CLUB's carnival business at Founders Day with the exception of one (1) booth area designated for DSISD Booth located on the Bridge Entrance to Carnival Area which shall be clearly marked by DSISD prior to arrival of carnival contractor and may not set up prior to Saturday April 23, at 6am.

#### **4.03 Obligations of CITY.**

- (a) CITY agrees to allow LIONS CLUB the use of the CITY Property for Founders Day activities.
- (b) CITY agrees to allow LIONS CLUB the use of the CITY Property beginning on Thursday, April 21, 2022 from 5:00 p.m. and remain on the premises until Sunday, April 24, 2022 until midnight.

- (c) CITY agrees to a partial street closure of Mercer Street from the intersection with US Highway 290 to the Mercer Street Bridge, beginning on Thursday, April 21, 2022 at 5:00 p.m. in accordance with the CITY's Traffic Control Plan.
- (d) DSISD will be allowed to access one lane of Mercer Street from Highway 290 to the Administration Building driveway located on Mercer Street for bus traffic only. DSISD will provide a Student Resource Officer or appropriate official to direct traffic during the following times:
  - Friday, April 22, 2022, beginning at 7:15 a.m. and ending 7:45 a.m.; and
  - Friday, April 22, 2022, beginning at 2:30 p.m. and ending 3:30 p.m.
- (e) The CITY confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool, that covers its streets and public areas. Such liability coverage shall be made available to LIONS CLUB as a participant in Founders Day. Such liability coverage shall cover DSISD Property and name DSISD as additional insured.
- (f) CITY agrees that LIONS CLUB shall have sole control of the operation of the LIONS CLUB carnival business at Founders Day.
- (g) CITY agrees to post signs prohibiting the sale or consumption of alcohol and tobacco products on DSISD property.
- (h) CITY agrees to restrict access to specific areas of DSISD property through the use of barricades as further depicted in *Exhibit "D"* attached hereto and incorporated herein as if fully set forth.
- (i) CITY agrees to provide an appropriate official to guard and patrol the west gate entrance, as further depicted in *Exhibit "D."*

## ARTICLE V. NOTICES

**5.01** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated in this Agreement; or
- (b) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

**Notice to LIONS CLUB:**  
Dripping Springs Lions Club

Attn: Sharon Kemp  
P.O. Box 53  
Dripping Springs, TX 78620

**Notice to DSISD:**  
Dripping Springs ISD  
Attn: Superintendent  
PO Box 479  
Dripping Springs, TX 78620

**Notice to CITY:**  
City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620

**With Copy to:**  
Walsh Gallegos Trevino Russo & Kyle P.C.  
Attn: Oscar Trevino  
Centennial Towers  
505 E. Huntland Dr.  
Suite 600  
Austin, Texas 78752

Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this Article V.

The inability to deliver because of changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication, shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

Nothing contained herein shall be construed to restrict the transmission of routine communications between the Parties.

**ARTICLE VI. TERMINATION & SUSPENSION**

**6.01** This Agreement may, by written notice given in the manner hereinafter provided, be terminated by:

- (a) mutual written consent of the Parties; or
- (b) CITY if a default or breach shall be made by LIONS CLUB or DSISD with respect to the due and timely performance of any of its covenants and agreements contained herein; or

(c) DSISD if a default or breach shall be made by LIONS CLUB or CITY with respect to the due and timely performance of any of its covenants and agreements contained herein.

**6.02** No termination of this Agreement, whether pursuant to Section 6.0 I above or otherwise, shall terminate or impair any claim by CITY or DSISD against LIONS CLUB based upon any breach of this Agreement.

In the event CITY or DSISD terminates under this section, the following shall apply: Upon CITY's or DSISD's delivery of the referenced notice to LIONS CLUB, LIONS CLUB shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. The Parties agree that LIONS CLUB shall be solely responsible for any payments due to any subcontractors.

## ARTICLE VII. GENERAL PROVISIONS

- 7.01 Assignment.** The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. This Agreement, any part thereof, or any interest herein shall not be assigned by LIONS CLUB without the express written consent of the CITY and DSISD.
- 7.02 Waiver.** No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by the CITY or DSISD shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- 7.03 Venue & Enforcement.** This Agreement shall be enforceable in Dripping Springs, Texas, and if legal action is necessary by any of the Parties with respect to the enforcement of any or all of the terms or conditions of this Agreement, exclusive venue for same shall lie in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- 7.04 Exclusive agreement.** This document, and all appended documents, constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.
- 7.05 Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 7.06 Force Majeure.** Neither CITY, DSISD, nor LIONS CLUB 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.
- 7.07 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.
- 7.08 Independent Status.** LIONS CLUB is independent, and is not CITY's or DSISD's employee. LIONS CLUB's employees or subcontractors are not CITY's or DSISD's employees. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.
- 7.09 Indemnification.** LIONS CLUB shall defend (at the option of CITY or DSISD), indemnify, and hold CITY and DISISD, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of LIONS CLUB, or LIONS CLUB's agents, employees, subcontractors, invitees, guest or trespasser in the performance of LIONS CLUB's obligations under this Agreement, no matter how, or to whom, such loss may occur. Attendees at the Founders Day Festival shall be deemed an invitee for purposes of this Section 7.09 indemnification. Nothing herein shall be deemed to limit the rights of CITY, DSISD or LIONS CLUB (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.
- 7.10 Compliance with Laws & Ordinances.** LIONS CLUB, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Ordinances of the City of Dripping Springs, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- 7.11 Third Party Beneficiaries.** For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the CITY, DSISD or LIONS CLUB; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the CITY, DSISD or LIONS CLUB.

**7.12 Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the CITY or DSISD. Neither the CITY nor DSISD waives, modifies, or alters to any extent whatsoever the defense of governmental immunity pursuant to the laws of the state of Texas.

**7.13 Standard of Care.** LIONS CLUB represents that it employs or contracts with trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**7.14 Authority to Act.** The Parties each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

**IN WITNESS WHEREOF, the Parties to these presents have executed this Agreement on the dates indicated.**

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

**DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT:**

\_\_\_\_\_  
Dr. Mary Jane Hetrick

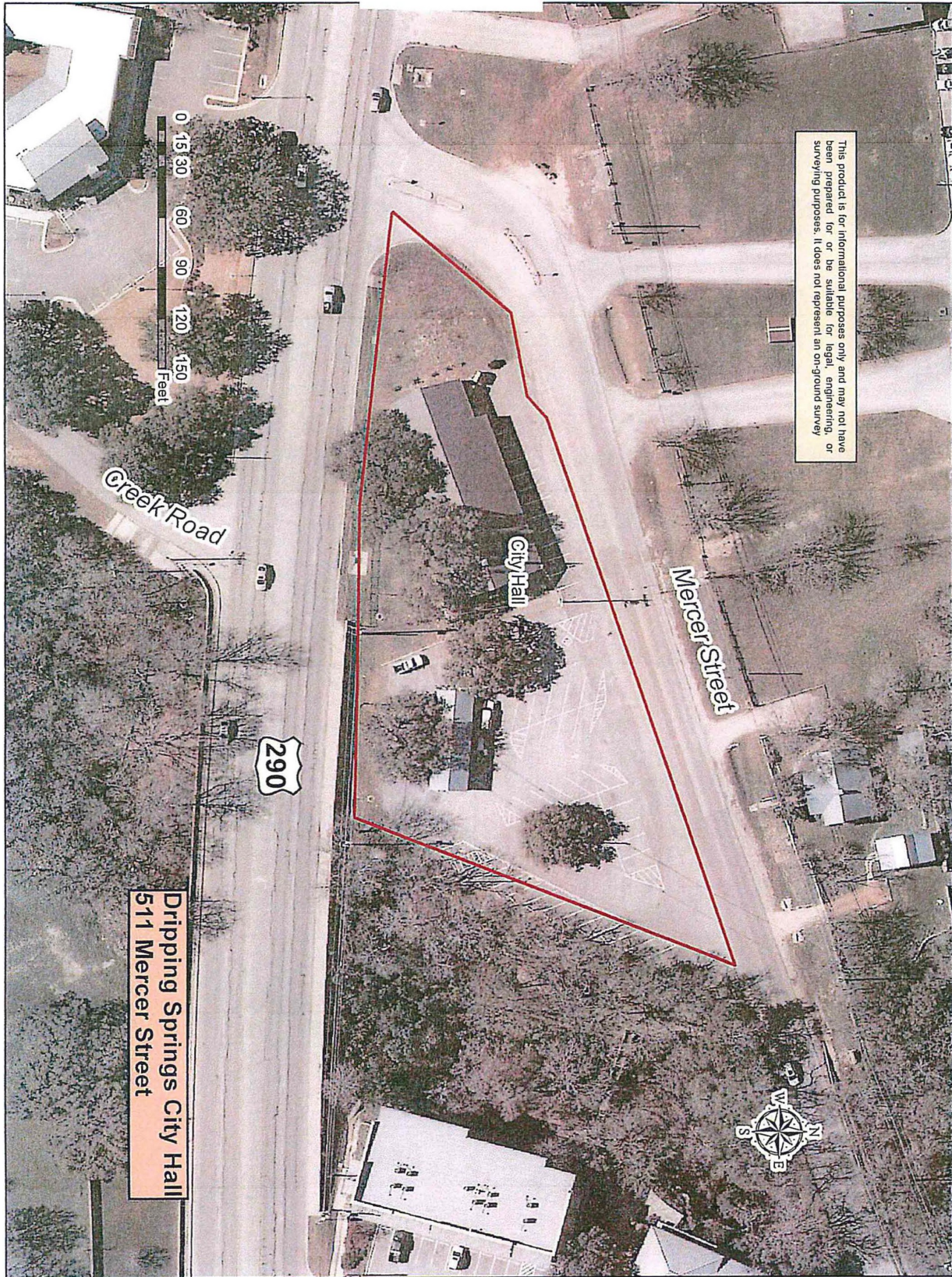
Attest:

\_\_\_\_\_  
Shannon O'Connor, Board Secretary

**DRIPPING SPRINGS LIONS CLUB:**

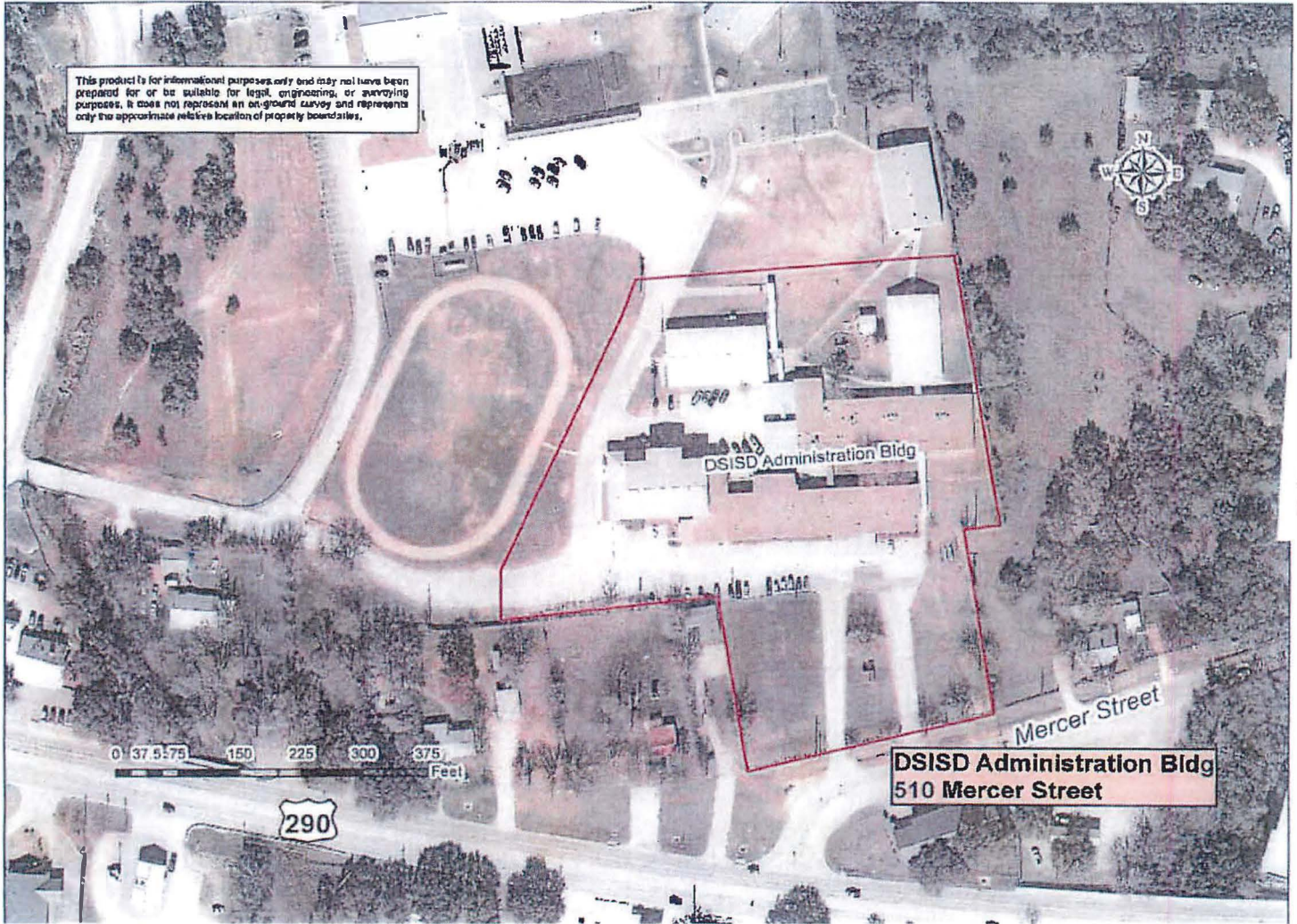
\_\_\_\_\_  
Sharon Kemp, President

EXHIBIT A





# EXHIBIT B



## Facility Use Policy

---

### COMMITMENT

The primary purpose or function of public school facilities is to provide quality educational environments conducive to the learning of the students they serve. Dripping Springs Independent School District (DSISD) also supports the physical and moral character development of its students through after school activities, and supports the growth and development of the citizens of the Dripping Springs community. To accomplish this, DSISD encourages the use of school buildings and grounds by the community for educational, recreational, civic and cultural activities to the extent possible under public school laws and regulations. Accordingly, community use of school buildings and grounds is subject to the needs and convenience of the District and shall be permitted so long as such use does not conflict with the District's use of school buildings and grounds for public school purposes and activities, with state and federal laws, with local ordinances or with the proper care and maintenance of school facilities and grounds. Facilities may not be used by outside organizations without a valid facility use application.

The Dripping Springs ISD is a tax-supported non-profit organization established to serve the students and youth residing within the boundaries of the District. DSISD may, therefore, differentiate among various categories of organizations/groups (such as youth groups, non-profit organizations, for-profit organizations, and civic groups) in establishing the fees charged. All organizations/groups within the same category shall be offered fair and equal access to DSISD facilities

### GROUPS

#### District Sanctioned School Functions

District Sanctioned School Function groups shall mean approved student groups/clubs or parent organizations affiliated with a particular school or the district.

#### Youth Groups

Youth Groups shall mean any 501c3 group or organization intended to serve young people of school age. DSISD policy GKD (LEGAL) / GKD (LOCAL) states that in order for an organization to qualify for the DSISD youth group rate, 85 percent of the total participants of the organization must be DSISD students and a **complete roster of the student participants and the campus they attend is required to accompany the request.**

#### Non-Profit Organizations

The term "**Non-Profit Organization**" shall mean any civic, service, religious or charitable agency, association, organization, corporation, or partnership which is not engaged in a business or enterprise to produce income or a financial gain and which has obtained 501c3 status from the IRS (Internal Revenue Service). This definition is not intended to preclude a non-profit organization from engaging in fund-raising activities or charging fees for services simply to defray the organization's costs or for charitable purposes.

#### For-Profit Organizations

The term "**For-Profit Organization**" shall mean any partnership, association, organization or corporation engaged in a business for profit, which desires to use a school facility to engage in a profit-making enterprise for its owners, members, officers, directors, or stockholders.

### GENERAL REQUIREMENTS

A responsible representative of a group or organization desiring to use a school facility shall submit a completed Dripping Springs ISD *Facility Use Application*, after reviewing the Dripping Springs Facilities Use Policy, to the Facility Use Department at least 21 days and no more than 6 months prior to the desired date.

The items listed below are required for approval for scheduling non-school events in Dripping Springs ISD facilities.

- A completed Dripping Springs ISD *Facility Use Application*.
- A copy of the organization's insurance policy in the name of the organization listing Dripping Springs ISD as additionally insured and/or the certificate holder.
- All 501c3 non-profit entities shall provide a copy of their *Letter of Determination* from the IRS.

## Facility Use Policy

---

In addition to complying with the terms and obligations set forth in this Policy, the Applicant/Lessee must also comply with all applicable laws, regulations, policies and guidelines. The application incorporates the terms and conditions of this Policy and any Amendments. Amendments or modifications to this Policy shall be in writing and signed by both parties.

An Applicant/Lessee's completion of the Dripping Springs ISD Facility Use Application ("application") does not constitute authorization for use nor does it assure availability of the facility as requested by the Applicant/Lessee. Dripping Springs ISD Board Policies (GKD (LEGAL) and GKD (LOCAL) are available through the Dripping Springs ISD website, or may be provided to any Applicant/Lessee upon request.

### **Application Filing**

Application must be filed no less than 21 days and no more than 6 months prior to the requested date(s) of use. Any use of school facilities can be cancelled at the discretion of the DSISD without advance notice, if the activities are determined to be in conflict with district activities. In the case of inclement weather or other extenuating circumstances, District personnel will determine field conditions and use of district facilities on the day of the event. In the case of cancellation by the District, the district assumes no liability other than the return of any previously paid fees for unused facilities. The District shall **not** be obligated to locate and/or provide substitute space for an approved organization should the space be required by an approved organization with a higher priority.

### **Rental Cost and Fees for Use of Facilities**

All payments must be mailed or made in person at the Dripping Springs ISD Facility Use Department, 510 West Mercer Street, P.O. Box 479, Drippings Springs, Texas 78620-0479. **No** DSISD employee is authorized to accept tips, gratuities or wages directly from the Applicant or lessee.

**Applicant will be charged for all dates and times scheduled, unless a cancellation notice of at least five (5) working days is received.**

The organization's authorized representative who signs this application/Policy agrees to pay all rental fees within 30 days of the date of statement.

A six percent (6%) penalty may be added to the total rental cost for payments 30 days past due of the statement date. Failure to pay rental fees and any penalty assessed as provided herein may result in the loss of rental privileges.

### **Insurance Requirements**

The Applicant/Lessee must provide an *Accord Certificate of Insurance* with types and limits of insurance given at the time of submission of the Rental Application. Applications received without an accompanying Accord Certificate of Insurance will be declined and returned. (See Page 7 titled *Dripping Springs ISD Schedule of Minimum Insurance Requirements*)

The Accord Certificate of Insurance shall name Dripping Springs ISD as "Certificate Holder". The Accord Certificate of Insurance must provide coverage for the whole term of the Rental Application. Dripping Springs ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

### **Non-Profit Status verification requirement**

All 501c3 non-profit corporations shall provide a copy of their *Letter of Determination* from the IRS. The Applicant/Lessee acknowledges by this signed application that the Applicant/Lessee's organizational officer(s) understand and accept the personal liability required under the "Charitable Immunity and Liability Act", and accept all applicable personal liability for the Applicant/Lessee's use of school facilities and properties.

### **Religious Organization**

A religious organization must meet the definition of a church under the Internal Revenue Code, 170(b)(1)(A)(i).

## Facility Use Policy

---

### ADA Compliance

Applicant/Lessee hereby agrees, warrants and represents that Applicant/Lessee will comply with the Americans with Disabilities Act at least to the same extent DSISD would be required to comply with such act. Applicant/Lessee will indemnify and hold harmless DSISD and its officers, employees and agents for, from and against any and all claims by third parties alleged against DSISD for alleged violations of the Americans with Disabilities Act relating to Applicant/Lessee's operations, programs and/or failure to make accommodations.

### Health Requirements

All food servings must be in compliance with Texas Health and Safety Code (HSC), Chapter 438, Subchapter G. A temporary food permit from the City of Dripping Springs Sanitarian Department or Hays County Development Services Division may be required. (See *Do You Need A Temporary Food Event Permit?*)

### Distribution of Literature

Distribution of written or printed materials, handbills, photographs, films, or other visual or auditory materials shall not be sold, circulated, distributed, or posted on any District premises except in accordance with DISD Policy GKDA (LEGAL) and GKDA (LOCAL).

### Community Education Department

The following activities conducted on or in any district facility shall be coordinated through the District's Community Education Department in accordance with District Program Guidelines and Procedures:

- Private Instruction or Coaching (Individual or Group)
- Camps
- Classes
- Clinics
- Recreational or Competitive Team or League  
(including Youth Sports, AAU, 7-on7 and other such groups)

### Conditions of Facility Use

By submitting an application for review and approval, the Applicant/Lessee agrees to all of the following terms and conditions of facility use:

- Applicant/Lessee and any of its officers, employees, volunteers, agents, guests, and invitees shall comply with all applicable federal, state, and local laws, regulations, and rules and with all Dripping Springs ISD policies, regulations, and guidelines.
- The Applicant/Lessee using district facilities shall guarantee **orderly behavior** of any and all persons using the facilities and shall be **liable for any property damage or personal injury that occurs as a result of their use and for any personal injury**.
- All trash or recycling container pick-ups, other than those normally scheduled, which are required as a result of the Applicant/Lessee's event will be paid for by the Applicant/Lessee.
- Custodial cleaning shall be scheduled by the Dripping Springs ISD Facilities Department and paid for by the Applicant/Lessee. Applicant/Lessee shall not be permitted to opt out of custodial services required by Dripping Springs ISD.
- All District owned specialized equipment (projectors, PA systems, computers, lighting equipment, bleachers, etc.) will be operated only by Dripping Springs ISD employees. Additional fees for staff and equipment will apply for these services.
- Permission to use the facility or any portion thereof shall not be transferred to a third party.
- Representative(s) specified on the Application as responsible for the leased facilities shall be present at all times during the event.
- The number of participants shall not exceed the capacity of the facility, as established by Dripping Springs ISD.
- Usage and users are restricted to the area leased.

## Facility Use Policy

---

- No furniture, fixtures or equipment shall be removed from any building or rearranged between rooms and facilities except Facility Use Coordinator as scheduled by the Facility Use Coordinator.
- Food and drinks shall be consumed only in areas designated for such use and only after receiving prior written approval for such consumption from the Facility Use Coordinator. All food and drinks must be removed and the area left clean.
- An Applicant/Lessee that wishes to sell or serve food at a DSISD Facility shall receive prior approval of such from the Facility Use Coordinator. All food servings must be in compliance with the Texas Health and Safety Code, Chapter 438. Such compliance is the responsibility of Applicant/Lessee. A temporary food permit from the City of Dripping Springs Sanitarian Department or Hays County Development Services Division may be required.
- Permission to sell any product in any facility during the rental period must be obtained from the Facility Use Coordinator prior to the execution of the Policy.
- No smoking, tobacco use, drugs or alcoholic beverages are allowed on Dripping Springs ISD property.
- The use of decorations of any type must have prior approval from the Facility Use Coordinator. The user shall not drive staples, nails, tacks or screws into the floors, walls, ceilings, furniture or any other school property. The user shall not use duct tape, packing tape, strapping tape, or foam mounting tape on any surface. Painter's tape should be used where tape is necessary.
- The Applicant/Lessee shall not paint, wallpaper, mark or deface any school property.
- Use of Dripping Springs ISD kitchens will only be allowed under the supervision of an employee of the DSISD Child Nutrition Department and must be paid for by the Applicant/Lessee.
- Open flames (other than on properly permitted food trucks) are not allowed on any Dripping Springs ISD property.
- Firearms, weapons, or explosives are not allowed on Dripping Springs ISD property.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes or other unauthorized areas such as sidewalks, parking islands or playfields.
- Organizations using school facilities are responsible for enforcing all restrictions.
- Applicant/Lessee may place no more than two signs advertising Lessee's use on the property where the Dripping Springs ISD leased facility is located. Such signage must be pre-approved by the Facility Use Coordinator, and shall not cover any sign erected by Dripping Springs ISD. Applicant/Lessee signage shall not be erected more than one hour prior to and not more than 30 minutes after Applicant/Lessee's use of the facility.
- Applicant/Lessee shall provide security as determined by the Dripping Springs ISD Facility Use Department during the full course of the event. The cost for specialized personnel, such as police or parking lot attendants, will be billed to Applicant/Lessee. Custodians and other required personnel will not be considered as security.
- Due to safety and health concerns, no animals are allowed at events, including dogs (except for service dogs for the visually impaired).
- Rental fee will be assessed from the time the facility is opened until it is closed or vacated.

***In addition to the above, for the use of gymnasiums, fields, cafeterias stages and auditoriums, the following restrictions apply:***

- Organizations will be required to provide adult supervision during all events at the ratio of one adult for every 25 children participating in the event.
- The user, its guests and invitees shall wear appropriate athletic shoes when using gymnasiums for any purposes.
- Food and/or drinks are not allowed in any gymnasium or auditorium.

## Facility Use Policy

---

- All groups and organizations using any of the DSISD playfields, playgrounds or other outdoor facilities are expected to adhere to the DSISD Integrated Pest Management Program. For any pest control issues contact the Facilities Department (512.858.3013).
- All Turf Guidelines must be followed for the use of DSISD turf fields.
- Applicant shall obtain prior written approval before using or contracting to use tents, or inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, wild animals, reptiles and other amusement like items on District property.

### Conditions for Dripping Springs High School Auditorium

- The DSHS Auditorium has a fixed conventional lighting rig and sound system with a limited selection of wired microphones that are included in the cost of the rental. Any other special technical needs (i.e. mirror balls, black lights, etc.) are to be provided by the Applicant/Lessee.
- The rental rate shall be the same for set-up, rehearsals, and performances.
- Technicians must be employees of Dripping Springs ISD.
- If the Auditorium Manager deems it necessary to have additional labor, each additional employee shall be paid for by the sponsoring organization.
- Adequate security may be required for the actual event and is contracted by DSISD with the Hays County Sheriff's Office. Security may not be contracted directly by the Lessee.
- Permission to sell any other type of product in the DSHS Auditorium during the rental period must be obtained from the Facility Use Coordinator prior to the execution of the rental contract.
- Each audience member must be seated in a fixed chair prior to the start of the performance and may never be seated in an aisle. Audience members in wheelchairs must be accommodated in the designated accessible seating areas.
- No food or drink of any kind is allowed in the auditorium itself.
- Fire, pyrotechnics, candles, open flames, or confetti of any type are strictly prohibited.

### Criminal Background Checks

Approved organizations agree to prohibit employees, agents or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property.

### No waiver of Immunities

Nothing in this Policy waives or alters any immunities provided DSISD, its employees, agents or officers, under Texas or federal law.

### Indemnity provision

Applicant hereby agrees to and shall indemnify, defend and hold harmless Dripping Springs ISD, its agents, trustees, officers and employees from and against any and all suits, actions, losses, damages, liability and claims of any character, type, or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the use of Dripping Springs ISD's facilities by Applicant/Lessee, its agents, officers, employees or invitees. **Such indemnity shall apply where the above referenced suits, actions, losses, damages liability or claims arise in whole or in part from the negligence of Dripping Springs ISD.** Applicant/Lessee agrees to and shall insure the obligations under this provision in the amounts specified pursuant to this Policy.

## Facility Use Policy

---

### **Waiver of Subrogation**

Applicant/Lessee waives all rights against Dripping Springs ISD and its agents, trustees, officers, and employees, for damages or losses to the extent that such damage or loss is reimbursed by any insurance in effect during the use of Dripping Springs ISD's facilities, regardless of whether such damage or loss arises out of or is caused by negligence of Dripping Springs ISD, or its agents, trustees, officers and employees. It is the intention and agreement of both parties that the rental reserved by Applicant/Lessee have been fixed in contemplation that Applicant/Lessee shall look to its insurance carrier(s) for reimbursement of any such loss, and further that the insurance carrier involved shall not be entitled to subrogation under any circumstances against Dripping Springs ISD. Applicant/Lessee shall have no interest or claim in Dripping Springs ISD's insurance policies, or the proceeds thereof.

### **MISCELLANEOUS**

#### **Entire Policy**

This Policy contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes any and all other agreements between the parties, whether verbal or written with regards to the subject matter herein. Any oral representations or modifications concerning this instrument will not be of force and effect. All amendments, modifications, or supplements must be in writing and signed by both parties.

#### **Governing Law**

This Policy shall be governed by, interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Policy or the subject matter hereof shall be in the court of competent jurisdiction located in Hays County, Texas.

#### **Assignment**

The Policy shall not be assignable by Applicant/Lessee in whole or in part without the prior written consent of Dripping Springs ISD.

#### **Severability**

Any provisions of this Policy that shall prove invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

# Dripping Springs

INDEPENDENT SCHOOL DISTRICT

## Facility Use Policy

### DSISD Schedule of Minimum Insurance Requirements

The following information is provided to inform the Applicant/Lessee of insurance requirements to be provided and approved prior to use of any Dripping Springs ISD facility.

Dripping Springs ISD does not purchase liability insurance for death, property damage, personal injury, or the operation of a motor vehicle by a member of the Applicant/Lessee’s organization, for the use of school property.

The Applicant/Lessee must provide an *Accord Certificate of Insurance* with types and limits of insurance given below. **The Accord Certificate of Insurance shall name Dripping Springs Independent School District as a Certificate Holder.** Dripping Springs ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum A rating in the current *Best Book*, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or its designee, and is acceptable to Dripping Springs ISD. The insured shall be the named Organization. **Dripping Springs ISD should be listed as “Additional Insured” using the address of the Administration Offices at 510 W. Mercer St., Dripping Springs TX 78620.** The Accord Certificate of Insurance shall include amounts of each deductible and all exclusions. The Accord Certificate of Insurance must provide coverage for the whole term of the Policy for use of Dripping Springs ISD facilities. Dripping Springs ISD reserves the right to reject at any time a Certificate of Insurance submitted by an organization.

Commercial General Liability Insurance containing all coverage set out in the basic policy in Texas including Products and Completed Operations, Contractual, Personal and Advertising Injury, Explosion Collapse and Underground Property Damage Hazard; insurance shall provide limits of:

Policy Aggregate:	(At least) \$1,000,000 or state “NONE”
Each Occurrence:	(At least) \$1,000,000
Products/Completed Operations Aggregate:	(At least) \$1,000,000
Fire Damage:	(At least) \$ 50,000

Automobile Liability Insurance:	
Combined Single Limit:	(At Least) \$500,000

(Required if the organization owns vehicles and will be using them on school property.)

Workers Compensation	(At least) \$100,000
----------------------	----------------------

(Required if the organization has employees who will be performing manual labor of any kind on school property.)



## Facility Use Policy

---

### Food Truck Policy

#### District Fundraisers

In the case of an approved fundraiser benefiting a PTO, booster club or student group/club, the fundraising group must negotiate with the food truck vendor for a percentage of proceeds from food truck sales to be donated to the fundraising organization/group.

- A fundraiser form must be approved by Business Services stating percentage of proceeds to be donated and estimated proceeds from the event. Percentage must comply with minimum profit levels of \$500/\$1,000 according to fundraising procedures stated in the DSISD Business Office Procedures Manual.
- No fee will be charged to the food truck vendor(s) if they are donating a percentage of their proceeds to the fundraising organization/group.
- Food truck vendors must contact the Facility Use office to complete a facility use form and submit with date/time of operation and the following documentation:
  - Certificate of liability insurance on an Acord Certificate listing DSISD as additional insured. See page 7 of Facility Use Agreement for minimum limits of coverage.
  - Copy of valid city/county permits. Link: [Food Truck Permit](#)
  - Proof of annual inspection by Hays County Fire Department for propane and open flame burners.

#### One Day and Recurring Event Rentals

Food truck rentals on District property will be assessed a flat rate fee per day.

1-6 hours: \$50

7+ hours: \$100

Food truck vendors must complete a Facility Use Application and submit to Facility Use office with date/time of operation and the following documentation:

- Certificate of liability insurance on an Acord Certificate listing DSISD as additional insured. See page 7 of Facility Use Agreement for minimum limits of coverage.
- Copy of valid city/county permits, and clear posting of permit in windshield of the vehicle. Link: [Food Truck Permit](#)
- Proof of annual inspection by Hays County Fire Department for propane and open flame burners.

Food truck vendors will be responsible for removal of any grease or spills on paved areas, or will be assessed a \$100 cleaning fee for DSISD maintenance to remove the spill.

Food trucks will not be permitted to operate during school breakfast and lunch hours, or during competing school group and booster club fundraisers.

Food truck applications will be subject to additional District approval based on the type of event.

## Facility Use Policy

---

### Risk Management Safety Information

When using our facilities all Fire Codes must be followed. The fire marshal can impose a \$500-\$2,000 fine per incident to the user.

Please make sure that you are compliant with the following:

- Do not cover/block exit signs, doorways, fire extinguishers, strobe lights, or smoke alarms
- Do not move or place anything in the hallways
- Use only the room/rooms that you requested
- If you use extension cords, make sure they are the heavy-duty type. They must be unplugged when not in use
- If the fire alarm goes off, please evacuate everyone in the building immediately: Do not reset alarm.

We appreciate your cooperation in this matter. If you have any questions or concerns please do not hesitate to call the following personnel at any time:

Jennifer Minigh, Facility Use Coordinator	512.858.3046
Curt Marek, After Hours Events	512.800.2212
Steve Randel, Maintenance Supervisor	512.858.3084

### Safety is our Priority

**Please help us keep our schools and children safe!**

***Remember, an illegally parked vehicle may impede medical emergency access. Don't be responsible for any delays; it could be for your child or family member.***

**Please do not park in fire lanes, by fire hydrants, blocking driveways, in handicap spaces, or in handicap accessible routes.**

***All groups using any DSISD facilities and grounds are responsible for keeping all emergency access clear at all times.***

## Facility Use Policy

---

### Lightning Warning

Lightning is a severe hazard that must be viewed seriously. Everyone should immediately seek shelter any time they believe lightning threatens them, even if a signal has not been sounded.

***IF YOU REMAIN OUTDOORS AFTER THE WARNING IS ISSUED, YOU DO SO AT YOUR OWN RISK AND  
SUBJECT ALL PARTICIPANTS AND ATTENDEES  
IN YOUR CARE TO DANGER!***

All youth organizations using a DSISD outdoor facility are expected to abide by the following tips as part of the Facility Use Policy for DSISD Facilities.

#### Lightning Safety Tips

##### SEEK

- Large buildings
- Automobiles/Buses

##### AVOID

- Open areas
- Water
- Tall trees
- Metal fences
- Overhead wires and power lines
- High ground areas
- Telephone and cellular phones
- Radios
- Small, unprotected shelters

## Facility Use Policy

---

### Integrated Pest Management Program

The Texas State Legislature passed legislation requiring **ALL** school districts to have an Integrated Pest Management program adopted by September 1, 1995. Integrated Pest Management, or IPM, is simply a strategy that relies on a combination of the best available control tactics, with an emphasis on the least hazardous methods, to effectively and economically reduce pests. IPM relies heavily on information about the pest, and its changes in population to devise accurate and targeted control strategies that require minimal, or no, use of pesticides. IPM is a collaborative effort involving administrators, teachers, students, facilities staff and pest control operators, among others.

Per DSISD Board Policy, CLB (LOCAL), In accordance with Part 4, Title 7 of the Administrative Code and Chapter 1951 of the Occupations Code, the District's IPM program shall govern the District's use of pesticides, herbicides and other chemical agents for the purpose of controlling pests, rodents, insects and weeds in and around District facilities. The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law.

***No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a school facility without the prior approval of the DSISD IPM coordinator and other than in the manner prescribed by law and the District's Integrated Pest Management program.***

## Facility Use Policy

---

### Turf Field User's Responsibilities

**Major areas of responsibility:** Keeping the turf clean and preventing physical damage. Users are responsible for their players as well as their spectators.

**Cleanliness:** Because the turf is not regenerated like natural grass, anything left on the turf remains there, posing health and safety hazards as well as general degradation of the turf.

#### Prohibitions

- No food of any kind, including seeds
- No gum
- No nuts or peanuts (a serious allergy risk to others)
- No soda; no sports drinks; no tobacco products; no alcohol
- No water is to be sprayed on artificial turf fields
- No introductions of sand or fills on the field.
- No dogs or other animals (advise your spectators)
- No storage of equipment
- No golfing, javelin throwing and no use of long spike track shoes
- No open flames of any kind, including fireworks and welding, etc.
- No roller blades, roller skates, skateboards, bicycles, tricycles or any other wheeled apparatus shall be allowed on the artificial turf field.
- Any equipment used on the field must be lifted and carried for placement - **DO NOT DRAG**-(i.e. hurdles). Protect the turf surface from sharp or pointed edges of objects or equipment placed on the field. When goals or other equipment are moved, they should be carried or moved on wheels. **Dragging goals, such as lacrosse or soccer goals, will damage the turf.**
- Maximum length for cleat spikes is 1/4"; 3/16" is preferred.
- Motorized vehicles are not permitted on the turf (except approved maintenance vehicles). If an ambulance or other emergency vehicle must traverse the turf, try to caution the driver to be extremely careful when starting, stopping and turning (should make slow wide turns). A wood block should be placed at the curb to smooth the transition on and off the turf.

**Violation of these guidelines may be cause for expulsion from District property and/or loss of rental privileges. Any repair cost will be billed to the renter.**

#### Clean-up

1. You are responsible for leaving the field as clean as you found it. When you are done, you must police the field and remove anything left by your players or spectators, such as trash, athletic tape or equipment. Be very careful to remove all mouth guards left by players (a biological hazard). Have your players police the field in a line at the end of their event. Ask the visiting team to assist.
2. Spills should be removed as quickly as possible. Thoroughly rinse any cleaning attempts to avoid slippery areas that could result in injury.

#### Other Notes

1. Please encourage your players not to spit.
2. Spilled drinks should be thoroughly rinsed into the turf with clean water.
3. If a school custodian is assigned to your event, contact the custodian for assistance.
4. For serious matters call police dispatch.
5. Notify Facility Use Department if any areas of the turf are damaged or deficient.

## Facility Use Policy

---

### DO YOU NEED A TEMPORARY FOOD EVENT PERMIT?

Festivals, parades, celebrations and other special events contribute to the quality of life. Most of these events also feature food for sale or distribution. These Temporary Food Events (TFE), such as traveling fairs and carnivals, circuses, multicultural celebrations, special interest fundraisers, restaurant food shows, and other gatherings, have become extremely popular and are held with increasing frequency in our community. Many of these TFE can involve extensive preparation and processes that include the cooking and advance preparation of food prior to service. Anytime food is being handled there is a possibility of the food becoming contaminated. Some foods such as raw meats and poultry can be contaminated prior to obtaining them. It is estimated that 76,000,000 cases of food borne illnesses occur every year and there are emerging illnesses and drug resistant bacteria that are increasing the hazards. No one wants to make anyone ill and with this in mind the Texas Food Establishment Rules (TFER) provide guidelines for permitting and food safety standards for all food establishments. The Texas Department of State Health Services has established procedures that can assist with the advanced planning and management of TFE. We ask for your support in promoting these food safety practices.

The City of Dripping Springs Sanitarian Department/Hays County Development Services Division may require individuals or organizations to obtain a temporary food service permit for any event in which they are offering food for public consumption.

**If you can answer “Yes” to any of the following questions you may need to obtain a temporary food service permit.**

1. Is the general public invited to the event?
2. Can a person other than a member of the organization and their family members or invited guest attend?
3. Have you advertised the event or sold tickets to the general public?

**The following is a list of minimum guidelines for food safety:**

- **NO HOME PREPARED FOODS** other than baked goods such as cookies, brownies, cakes can be prepared and served.
- Hand washing and ware washing facilities must be provided. The hand washing facility is a container that allows for water to flow freely with a catch bucket below (i.e. a tea urn with the spout propped open) and provided with soap and paper towels. The ware washing facility can be three separate containers set up for washing, rinsing and a bleach solution.
- All foods must be cooked to required temperatures (Ask about specific foods you want to offer).
  - Hot foods must be held at 140°F or above.
  - Cold foods held at 41°F or below.
- All foods must be kept covered.
- Overhead and floor covering must be provided.

For questions and additional information, contact the following:

City of Dripping Springs Sanitarian Department	512.858.4725
Hays County Development Services Division	512.393.2150



# Contract Cover Sheet

Item # 18.

<b>Contract Number</b>	LIO02012022
<b>Contractor with Contact Information</b>	Dripping Springs Lions Club Attn: Sharon Kemp P.O. Box 53 Dripping Springs, TX 78620
<b>Effective Date</b>	02/01/2022
<b>Termination Date</b>	04/25/2022
<b>Renewal/ Termination Notice Date</b>	Mutual Consent or breach.
<b>Bid/Quotes/ Budgeted</b>	Facilities Use Agreement
<b>Department</b>	Parks & Community Services
<b>Council Meeting Date (if applicable)</b>	02/01/022

*Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.*

## JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE LPS OF DRIPPING SPRINGS

This Joint Election Agreement (“Agreement”) is entered into on February 1, 2022, between the **City of Dripping Springs**, (the "LPS") 511 Mercer Street, Dripping Springs, Texas, 78620 and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

**Section 1. *Scope of Agreement.*** The LPS enters into this Agreement for the conduct of the elections to be held from August 2021 through July 2022.

**Section 2. *Appointment of Election Officer.*** The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the “Officer”) in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2021 through July 2022.

**Section 3. *Early Voting Polling Locations.*** To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

**Section 4. *Voting by Mail Ballot.*** The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

**Section 5. *Election Day Polling Locations.*** Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

**Section 6. *Election Day.*** On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

**Section 7. *Use of Common Ballot.*** It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots



for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBS will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBS are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

**Section 8. Reporting of Returns.** The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at [www.co.hays.tx.us/elections](http://www.co.hays.tx.us/elections) as soon as reasonably possible.

**Section 9. Cost Sharing.** The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

**Section 10. Amendments.** This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

**Section 11. Effective Date.** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2021 and end on July 31, 2022.

**Section 12. Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war ( whether declared or not ), armed conflict or the serious threat of the same ( including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

**Section 13.** Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 14.** Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator  
Government Center  
712 South Stagecoach Trail Suite 1012  
San Marcos, Texas 78666

City of Dripping Springs  
Attn: City Secretary  
PO Box 384  
Dripping Springs, Texas 78620

**Section 15.** Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

**Section 16.** This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this 1<sup>st</sup> day of February 2022

Hays County Elections Administrator

City of Dripping Springs

\_\_\_\_\_  
Jennifer Anderson  
Elections Administrator

\_\_\_\_\_  
Michelle Fischer  
City Administrator

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_



# Contract Cover Sheet

Item # 19.

*Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.*

<b>Contract Number</b>	HJEL02012022
<b>Contractor with Contact Information</b>	Hays County Elections Administrator Government Center 712 South Stagecoach Trail Suite 1012 San Marcos, Texas 78666
<b>Effective Date</b>	08/01/2021
<b>Termination Date</b>	07/31/22
<b>Renewal/ Termination Notice Date</b>	Force Majeure
<b>Bid/Quotes/ Budgeted</b>	Election Agreement
<b>Department</b>	Administration
<b>Council Meeting Date (if applicable)</b>	02/01/022

## CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services** (“Contract”) is made and entered into by and between the **Elections Administrator of Hays County, Texas** (“**Contracting Officer**”) and the City of Dripping Springs, Texas (“**City**”) pursuant to the authority under Section 31.092(a) of the Texas Election Code.

### RECITALS

#### GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the City. For purposes of this Contract the term “Election” will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the City’s Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the City located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
- C. The City agrees to commit the funds necessary to pay for Election-related expenses for the City’s Election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of City’s holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Teas Election Code. The City agrees to enter into a joint election agreement required by Hays County.
- I. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
  - A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

**B. Notification to City.** The Contracting Officer shall provide the City with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.

**C. Notification to Presiding and Alternate Judges; Appointment of Clerks.**

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

**D. Election Training.** The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

**E. Logic and Accuracy Testing.** In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

**F. Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags,

posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

- G. Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The Interim City Clerk will ensure that Public Notice is also provided via published notice, on the City’s website and on all City social media outlets.
- I. Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. (“Hart”) for the Election. This voting System includes the equipment referred to as “Duo” and Verity Controllers”. Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- J. Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the City, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.
- K. Applications for Mail Ballots.** The City and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.
- L. Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the City. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the City shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to [elections@co.hays.tx.us](mailto:elections@co.hays.tx.us) for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code.

#### **M. Election Day Activities.**

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and



shall arrange for the setting up of the polling location including tables, chairs and voting booths.

- N. **Election Night Reports.** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at [www.co.hays.tx.us/elections](http://www.co.hays.tx.us/elections).
- O. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- P. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the City. These reports will serve as the canvass materials for the City.
- Q. **Custodian of Election Records.** The Election records will be submitted to the City except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

**R. Recount.**

1. The City shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the City shall discuss how such recount is to be conducted. The City shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.

**S. Schedule for Performance of Services.** The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

**T. Contracting with Third Parties.** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the City.

**U. Department of Justice Preclearance for General Elections.** If required by law, any changes to the general conduct of voting in Hays County will be precleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the City.

**II. RESPONSIBILITIES OF THE CITY.** The City shall perform the following responsibilities:

**A. Election Orders, Election Notices, and Canvass.** The City shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the City of all actions necessary to call the Election. The City shall be responsible for conducting the official canvass of the Election.

**B. Map/Annexations.** The City shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

**C. Department of Justice Preclearance for Special Elections.** If required by law, the City shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

- D. **Ballot Information.** The City shall prepare the text for the City's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The City shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the City shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The City shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

### III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the City that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

### IV. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the City will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the City are set forth in the Cost Estimate.

- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the City's share of the cost of the Election or a minimum of \$75.00.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, per Verity Duo, per scanner, per Tenex touchpad component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the City.

## V. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

## VI. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
  2. The officers who conduct the official canvass of the Election returns;

3. The authority to serve as custodian of voted ballots or other Election records; or
4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

**B. Cancellation of Election.** If the City cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the City shall pay the fee.

**C. Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

**D. Election to Resolve a Tie.** In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The City and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
2. The City will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the Election will be borne by the City; the Contracting Officer will work with the City on cost management.

**E. Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the City may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the City or its authorized agent, respectively.

F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. **Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party’s reasonable control, including but not limited to war ( whether declared or not ), armed conflict or the serious threat of the same ( including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party (“force majeure event “) whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the City designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Doinoff  
Elections Administrator, Hays County  
712 S. Stagecoach Trail, Suite 1045  
San Marcos, Texas 78666  
Tel: (512) 393-7310  
Fax: (512) 878-6699  
Email: [janderson@co.hays.tx.us](mailto:janderson@co.hays.tx.us)

For the LPS:

Andrea Cunningham  
City Secretary  
PO Box 384  
Dripping Springs, Texas 78620  
Tel: (512) 858-4725  
Fax: NA  
Email: [acunningham@cityofdrippingsprings.com](mailto:acunningham@cityofdrippingsprings.com)

\*\*\*

Witness by my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Contracting Officer:**

\_\_\_\_\_  
Jennifer Anderson, Elections Administrator  
Hays County, Texas

Witness by my hand this the 2<sup>nd</sup> day of February 2022.

**Local Political Subdivision:**

Name of Entity: City of Dripping Springs

Printed Name: Michelle Fischer

Official Capacity: City Administrator

\_\_\_\_\_  
City Administrator



# Contract Cover Sheet

Item # 20.

*Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.*

<b>Contract Number</b>	HESA02012022
<b>Contractor with Contact Information</b>	Jennifer Doinoff Hays County Elections Administrator Government Center 712 South Stagecoach Trail Suite 1012
<b>Effective Date</b>	02/01/2022
<b>Termination Date</b>	2/1/2023
<b>Renewal/ Termination Notice Date</b>	90 days written notice
<b>Bid/Quotes/ Budgeted</b>	Election Agreement
<b>Department</b>	Administration
<b>Council Meeting Date (if applicable)</b>	02/01/022



**JOINT ELECTION AGREEMENT  
MAY 7, 2022 GENERAL ELECTION**

**WHEREAS**, Dripping Springs Independent School District ("**SCHOOL**") will hold a general election for School Board Positions within the boundaries of the School District on May 7, 2022; and

**WHEREAS**, the City of Dripping Springs ("**CITY**") will hold a general election for City Council positions within the boundaries of the City on May 7, 2022; and

**WHEREAS**, Texas Election Code, Chapter 271, authorizes political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and

**WHEREAS**, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested.

**NOW, THEREFORE**, pursuant to Chapter 31, and Sections 271.002 and 271.003 of the Texas Election Code, and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the School and City by and through their respective governing bodies, agree as follows:

1. Dripping Springs Independent School District and the City will share polling places during an election on May 7, 2022.
2. Dripping Springs Independent School District and the City will appoint the same election officials to preside over the election precinct in which a common election is held.
3. Dripping Springs Independent School District and the City will use the Verity Duo Hybrid Voting System from Hart Intercivic, Inc. in each election precinct in which a common election is held.
4. The expense of the joint election will be divided equally between the entities having a common election. Expenses will be determined and divided based on each precinct. Each entity will bear all expenses for equipment and supplies utilized in this election.
5. It is agreed both entities will contract with Hays County Elections Administrator to provide all election services needed for these elections.
6. Early voting for Dripping Springs Independent School District and the City of Dripping Springs shall be conducted jointly per the election services contract with Hays County Elections Administrator in accordance with Title 7 of the Texas Election Code.

**CITY OF DRIPPING SPRINGS:**

**DRIPPING SPRINGS ISD:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

\_\_\_\_\_  
Dr. Holly Morris-Kuentz,  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

\_\_\_\_\_  
Sheila Lamb  
Executive Administrative Assistant



# Contract Cover Sheet

Item # 21.

<b>Contract Number</b>	ISD02012022
<b>Contractor with Contact Information</b>	Dr. Holly Morris-Kuentz Superintendent of Schools
<b>Effective Date</b>	02/01/2022
<b>Termination Date</b>	May 8, 2022
<b>Renewal/ Termination Notice Date</b>	
<b>Bid/Quotes/ Budgeted</b>	DSISD Election Agreement
<b>Department</b>	Administration
<b>Council Meeting Date (if applicable)</b>	02/01/022

*Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.*



**DRIPPING SPRINGS**  
Texas

*Open spaces, friendly faces.*

**City of Dripping Springs**  
**FY 2023 Tax Rate & Budget Adoption**  
**Important Dates & Deadlines**

Approved by Council:

The attached Budget Calendar outlines the statutory dates and planning activities for City Staff, Boards, Commissions, Committees and City Council as they relate to the Budget Process for Fiscal Year 2023. 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 four meetings regarding the Tax Rate and Budget Adoption:

- June 21, 2022: Budget Workshop
- July 19, 2022: Budget Workshop and Set Proposed Tax Rate
- August 02, 2022: Budget Workshop, Public Hearings on Tax Rate and Budget, and Possible Adoption of the Budget\*
- August 16, 2022: 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 August 16, 2022.*

*\*\*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, committee, and commission agendas. The City Secretary generally 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 2023 Tax Rate & Budget Adoption

#### Important Dates & Deadlines

---

<b>February 1, 2022</b>	<b>City Council Approval of Budget Calendar and Presentation on Legislative Changes to the Budget Process</b>
April 15, 2022	City Staff Department Budget Requests Due (includes individual staff member requests submitted to supervisors and IT related requests)
<b>May 6, 2022</b>	<b>Board, Commission, and Committee Budget Recommendations Due; City Staff Employee Pay Recommendations Due from Department Heads</b>
June 21, 2022	City Council Budget Workshop
June 24, 2022	Finance Director files Proposed Budget with City Secretary
<b>July 5, 2022</b>	<b>City Council Budget Workshop, Set Proposed Tax Rate, and Discussion</b>
July 19, 2022	City Council Budget Workshop
<b>July 21, 2022</b>	<b>Publication of Notice of Proposed Tax Rate, and Tax Rate and Budget Public Hearings (Submit for publication July 15, 2022)</b> <b>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</b>
August 2, 2022	City Council Budget Workshop – Public Hearings on Tax Rate and Budget ( <i>Must take action to either adopt or postpone adoption of the Budget to the August 16, 2022 City Council meeting</i> )
<b>August 16, 2022</b>	<b>City Council Meeting – Adoption of Budget, Ratification of the Tax Rate (if total property tax revenue is raised) and Adoption of the Tax Rate</b>
August 17, 2022	Publication of Tax Rate and Budget on City Website, File Tax Rate and Budget with County and State Entities
<b>August 25, 2022</b>	<b>Publication of Notice of Approved Tax Rate and Budget (Submit for publication on August 19, 2022)</b>

# February 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
	CC Meeting- Budget Presentation & Budget Calendar Approval	DSRP Board Budget Discussion	Historic Preservation Commission Budget Discussion	<b>**Staff obtain proper budget request forms from Finance Director</b>
7	8	9	10	11
Parks & Recreation Commission Budget Discussion				
14	15	16	17	18
TIRZ Board Budget Discussion  Founders Day Commission Budget Discussion			Farmers Market Committee Budget Review  Emergency Management Commission Budget Review	
21	22	23	24	25
		Economic Development Committee Budget Review		<b>Departmental IT budget requests due to City Administrator</b>
28				
Transportation Committee Budget Review				

## 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 25<sup>th</sup>.

# March 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
		DSRP Board Budget Review	Historic Preservation Commission Budget Review	
7	8	9	10	11
<i>Staff review draft budget requests with supervisors and Finance Director</i>				
Parks & Recreation Commission Budget Review				
14	15	16	17	18
<i>Staff review draft budget requests with supervisors and Finance Director</i>				
TIRZ Board Budget Review Founders Day Commission Budget Review			Farmers Market Committee Budget Review	
21	22	23	24	25
		Economic Development Committee Budget Review	Emergency Management Commission Budget Review	
28	29	30	31	
Transportation Committee Budget Review				

*\*\*Dates may vary according to progress*

## **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.



# April 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
4	5	6	7	8
Parks & Recreation Commission Budget Recommendation Final Approval		DSRP Board Budget Recommendation Final Approval	Historic Preservation Commission Budget Recommendation Final Approval	
11	12	13	14	15
TIRZ Board Budget Recommendation Final Approval  Founders Day Commission Budget Recommendation Final Approval				City Staff Department Budget Requests Due (Includes individual staff requests)
18	19	20	21	22
			Farmers Market Committee Budget Recommendation Final Approval  Emergency Management Commission Budget Recommendation Final Approval	
25	26	27	28	29
Transportation Committee Budget Recommendation Final Approval		Economic Development Committee Budget Recommendation Final Approval		

## 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 15<sup>th</sup>.
- City Administrator & Finance Director work with vendors and staff on options and costs for IT related expenses.

# May 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
				Board, Commission, Committee, and Council Member Budget Recommendations Due
9	10	11	12	13
← City Administration Budget Development →				
16	17	18	19	20
← City Administration Budget Development →				
23	24	25	26	27
← City Administration Budget Development →				
30	31			
← City Administration Budget Development →				

## Budget Activities

- All board, commission, committee, and council member recommendations due to Finance Director by May 6<sup>th</sup>.
- City Administrators and Finance Director draft proposed budget and review with staff and council members as necessary.

# June 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
		← Budget Review w/Mayor →		<b>HOT Grant Program Recommendation Due</b>
6	7	8	9	10
← Budget Review w/Mayor →				
13	14	15	16	17
20	21	22	23	24
	<b>CC Meeting: - Budget Workshop</b>			<b>File Proposed Budget with City Secretary and Post on Website</b>
27	28	29	30	

## Budget Activities

- City Administrators & Finance Director meet with Mayor to finalize budget for submission to Council.
- City Council holds 1<sup>st</sup> budget workshop to review and discuss proposed budget on June 21<sup>st</sup>.
  - Review of Budget Process - Presentation of Draft Budget to be Filed – Review of Assumptions
- Finance Director files proposed budget with City Secretary.
- City Secretary posts proposed budget on city website and copy given to Receptionist for public review.

# July 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
4	5	6	7	8
	<b>CC Meeting:</b> <i>- Budget Workshop</i>			
11	12	13	14	15
18	19	20	21	22
	<b>CC Meeting:</b> <i>- Budget Workshop</i> <i>- Set Proposed Tax Rate</i>		<ul style="list-style-type: none"> <li>• Publication of Proposed Tax Rate &amp; Budget Public Hearings</li> <li>• Begin Continuous Notice on City website</li> </ul>	
25	26	27	28	29

## Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 2<sup>nd</sup> Budget Workshop on July 5<sup>th</sup>.
  - Review of General, Agriculture, Landscaping, Sidewalk, & PEG Funds
- City Council approves Proposed Tax Rate on July 13<sup>th</sup>.
- City Secretary submits notice to Century News and Hays Free Press regarding Public Hearing dates for proposed Tax Rate and Budget on July 15<sup>th</sup> for publication on July 21<sup>st</sup>.
- City Council holds 3<sup>rd</sup> Budget Workshop on July 19<sup>th</sup>.
  - Review of Wastewater, Utilities, Impact Fees, & TWDB Project
- City Secretary begins continuous notification of public hearings on City website on July 21<sup>st</sup>.

# August 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
	<b>CC Meeting:</b> - Budget Workshop - Public Hearings on Tax Rate & Budget - Adopt or Postpone Budget			
8	9	10	11	12
15	16	17	18	19
	<b>CC Meeting:</b> - Budget Adoption - Possible Ratification of Tax Rate - Adoption of Tax Rate	<b>• Publication of Tax Rate &amp; Budget on City website</b> <b>• File Tax Rate &amp; Budget with County and State Entities</b>		
22	23	24	25	26
			<b>Publication of Notice of Approved Tax Rate &amp; Budget</b>	
29	30	31		

## Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 4<sup>th</sup> Budget Workshop on August 2<sup>nd</sup>.
  - Review of Parks (General Fund), DSRP, Parkland Dedication, Parkland Development, & HOT
- City Council holds Public Hearings for proposed Tax Rate and Budget on August 2<sup>nd</sup>.
- City Council adopts Budget and Tax Rate on August 16<sup>th</sup>.
- Finance Director prepares Approved Budget for Fiscal Year 2023 with prescribed cover page.
- City Secretary submits notice to Century News and Hays Free Press regarding Approved Tax Rate and Budget on August 19<sup>th</sup> for publication on August 25<sup>th</sup>.
- City Secretary files Approved Tax Rate and Budget with Hays County and State Entities.



**DEPUTY CITY ADMINISTRATOR  
FULL-TIME EXEMPT**

---

**A. GENERAL PURPOSE**

Under the general supervision of the City Administrator and Mayor, provides a variety of routine and complex administrative, financial, code compliance, and technical work in the administration of municipal government.

**B. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Manages and supervises assigned operations to achieve goals within available resources; plans and organizes daily workloads and staff assignments; reviews progress and directs changes as needed.
2. Assists in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates activities with other employees and agencies as needed.
3. Oversees City's utility services in coordination with the Public Works Director.
4. Liaison with Solid Waste Provider, Pedernales Electric Cooperative, right-of-way franchise users including cable, telecommunications, and natural gas.
5. Oversees City's Public Works, Building, and Development Departments.
6. Assist in carrying out Comprehensive Plan.
7. Assists in budget preparation and execution.
8. Assists in management the Code Enforcement Department.
9. Explains, interprets, and provides guidance regarding applicable codes to architects, engineers, contractors, developers, owners and other interested parties; Answers questions regarding codes and requirements.
10. Reviews current trends and developments and assists in preparing revisions to City ordinances and local regulations.

11. Performs research on ordinances as assigned in order to evaluate and recommend improvements to ordinances.
12. Responds to complex and sensitive development issues. Resolves complex and sensitive customer service issues, either personally, by telephone or in writing. Maintains records and documents of customer service issues and resolutions.
13. Attends City Council, Commission, Committee, and Board meetings as needed, including those held outside normal business hours.
14. Coordinates and oversees the work of consultants hired by the Council as relates to areas of oversight.
15. Serves as support staff for the Office of the Mayor and City Council.
15. Ensures cooperative working environment and responds to employee grievances.
16. Performs duties and responsibilities of the City Administrator in the Administrator's absence.
17. Performs all other duties as assigned.

#### **C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

1. Requires a High School Diploma and a degree from an accredited four-year college or university or have five (5) years of progressively responsible municipal work or any equivalent combination of education and experience.
2. Possesses considerable knowledge of modern governmental accounting principles and practices, and public administration.
3. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.
4. Ability to communicate effectively orally and in writing.
5. Ability to handle confidential and sensitive information while maintaining confidentiality.
6. Valid Texas Driver's License and good driving record (required).

#### **D. TOOLS AND EQUIPMENT USED**

Personal computer, including Microsoft Office; email; phone; printer; copy machine; and general office equipment.

#### **E. SPECIAL REQUIREMENTS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee is frequently required to sit, talk, hear, use hands; and reach with hands and arms.
2. The employee is occasionally required to move around city hall and various locations throughout the City and nearby areas.
3. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds office supplies, files, equipment, and furniture.

**F. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works inside an office.
2. The noise level in the office work environment is usually mild.

**G. WORK HOURS**

This is a full-time position. Core work hours are between 8:00 am and 5:00 pm including one unpaid hour for lunch, Monday through Friday except holidays. Attendance at evening meetings and/or weekend events is required. This position is a full-time exempt and eligible for compensatory time off as described in the "CITY OF DRIPPING SPRINGS PERSONNEL MANUAL".

**H. SALARY**

Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

**I. BENEFITS**

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter, written agreement, and subsequent revisions to the Manual.

**A. EQUAL OPPORTUNITY EMPLOYER**

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment



against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact the City Administrator at (512) 858-4725.

***Please note:** This Job Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter and/or Employment Agreement shall be read together in harmony. If there are conflicts between this Job Description, the Personnel Manual, and the employee's Offer Letter and/or Employment Agreement, the most specific term or condition of employment shall govern.*



# Contract Cover Sheet

Item # 23.

*Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.*

<b>Contract Number</b>	FAU02012022
<b>Contractor with Contact Information</b>	Ginger Faught
<b>Effective Date</b>	03/01/2022
<b>Termination Date</b>	02/28/2027
<b>Renewal/ Termination Notice Date</b>	Contractor can give 30 days notice to resign. Termination by City must meet certain conditions as listed.
<b>Bid/Quotes/ Budgeted</b>	Employment Contract
<b>Department</b>	Administration
<b>Council Meeting Date (if applicable)</b>	02/01/022



# Contract Cover Sheet

Item # 24.

<b>Contract Number</b>	FIS02012022
<b>Contractor with Contact Information</b>	Michelle Fischer
<b>Effective Date</b>	03/01/2022
<b>Termination Date</b>	02/28/2027
<b>Renewal/ Termination Notice Date</b>	Contractor can give 30 days notice to resign. Termination by City must meet certain conditions as listed.
<b>Bid/Quotes/ Budgeted</b>	Employment Contract
<b>Department</b>	Administration
<b>Council Meeting Date (if applicable)</b>	02/01/022

*Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.*



## **CITY ADMINISTRATOR FULL-TIME EXEMPT**

---

### **A. GENERAL PURPOSE**

Under the general supervision of the Mayor and City Council, responsible for planning, organizing, directing, and coordinating all municipal activities and services as the chief administrative officer of the City. The City Administrator is responsible for the proper administration of all affairs of the City as directed by the Mayor and City Council.

### **B. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Plans, organizes, and coordinates the organization of City Administration, City Staff, and City Departments to ensure a coordinated and efficient effort to meet the policies, goals and objectives established by the Mayor, City Council, Commissions, and various Committees.
2. Directs personnel matters as provided in the Personnel Manual.
3. Manages and supervises assigned operations to achieve goals within available resources; plans and organizes daily workloads and staff assignments; reviews progress and directs changes as needed.
4. Assists in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates activities with other employees and agencies as needed.
5. Oversees Administration, Finance, Legal, Municipal Court, Emergency Management, Information Technology, Communications & Marketing, and Parks & Community Services Departments.
6. Assists in carrying out Comprehensive Plan.
7. Assists City Treasurer/Finance Officer in preparation of the annual budget and budget amendments including obtaining budget input and recommendations from Commissions, Committees, and Boards.
8. Explains, interprets, and provides guidance regarding applicable codes related to lighting and sign ordinance to architects, engineers, contractors, developers, owners, and other

9. Reviews current trends and developments and assists in preparing revisions to City ordinances and local regulations.
10. Performs research on ordinances as assigned in order to evaluate and recommend improvements to ordinances.
11. Makes recommendations and carries out the City's Legislative Program as director.
12. Resolves complex and sensitive customer service issues, either personally, by telephone or in writing. Maintains records and documents of customer service issues and resolutions.
13. Attends City Council, Commission, Committee, and Board meetings as needed, including those held outside normal business hours.
14. Works with the City Secretary to prepare agendas, review meeting minutes, and prepare resolutions and ordinances for the Council to consider.
15. Serves as support staff for the Office of the Mayor and City Council.
16. Coordinates and oversees the work of consultants hired by the Council as relates to areas of oversight.
17. Represents the City with other governmental agencies and officials.
18. Monitors the performance of departments and recommends corrective action where necessary.
19. Prepares reports and other information for submission to the Council, Commissions, Boards, and Committees. Administers and coordinates grants applied for and received by the City.
20. Performs duties and responsibilities of the Deputy City Administrator in the Deputy Administrator's absence
17. Performs all other duties as assigned.

**C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

1. Requires a High School Diploma and a degree from an accredited four-year college or university or have five (5) years of progressively responsible municipal work or any equivalent combination of education and experience.
2. Possesses considerable knowledge of modern governmental accounting principles and practices, public administration, and personnel management.
3. Ability to establish and maintain effective working relationships with employees, City

officials, media, and general public.

- 4. Ability to communicate effectively orally and in writing.
- 5. Ability to handle confidential and sensitive information while maintaining confidentiality.
- 6. Valid Texas Driver’s License and good driving record (required).

**D. TOOLS AND EQUIPMENT USED**

Personal computer, including Microsoft Office; email; phone; printer; copy machine; and general office equipment.

**E. SPECIAL REQUIREMENTS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

- 1. While performing the duties of this job, the employee is frequently required to sit, talk, hear, use hands; and reach with hands and arms.
- 2. The employee is occasionally required to move around city hall and various locations throughout the City and nearby areas.
- 3. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds office supplies, files, equipment, and furniture.

**F. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

- 1. While performing the duties of this job, the employee regularly works inside an office.
- 2. The noise level in the office work environment is usually mild.

**G. WORK HOURS**

This is a full-time position. Core work hours are between 8:00 am and 5:00 pm including one unpaid hour for lunch, Monday through Friday except holidays. Attendance at evening meetings and/or weekend events is required. This position is a full-time exempt and eligible for compensatory time off as described in the “CITY OF DRIPPING SPRINGS PERSONNEL MANUAL”.

**H. SALARY**

Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

**I. BENEFITS**

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter, written agreement, and subsequent revisions to the Manual.

**J. EQUAL OPPORTUNITY EMPLOYER**

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact the City Administrator at (512) 858-4725.

*Please note: This Job Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter and/or Employment Agreement shall be read together in harmony. If there are conflicts between this Job Description, the Personnel Manual, and the employee's Offer Letter and/or Employment Agreement, the most specific term or condition of employment shall govern.*

---

**CITY OF DRIPPING SPRINGS  
TRANSPORTATION COMMITTEE  
AGENDA  
MONDAY, JANUARY 24, 2021  
3:30-5:00 PM**

---

**COMMITTEE MEMBERS:**

Chairman – Travis Crow	Aaron Reed, Public Works Director
City Council Rep.—Geoffrey Tahuahua	Planning & Zoning Commission Member—Jim Martin
Barrett Criswell – <b>Not Present</b>	
Vice Chair-- Sharon Hamilton – <b>Not Present</b>	John Pettit
	Ben Sorrell – Non-Voting Member
	Chad Gilpin, P.E., City Engineer

**INVITED GUESTS:**

Hays Co. - Precinct 4 Comm. Walt Smith, Precinct 3 Comm. Lon Shell, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Clint Pruett (**Not Present**)

TxDOT, Austin District, So. Area Office – William Semora, P.E., Reed Smith, P.E. , Tommy

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) –Leslie Pollack, P.E.

---

**AGENDA**

1. TXDOT
  - Project Updates
    - a. Highway 290 Study Update
      1. William Semora notes he should get a better update later this month or the next.
    - b. Hwy 290 Paving Project
      1. Finished
    - c. Martin Road Intersection Improvements
      1. Successfully started control for the wall. They're working with the County to make sure dimension and sight frames are good.



d. RM150 Shoulder Enhancements

1. Mr. Semora notes he and his team are bringing it up to snuff around Darden Hill. Jim Martin asks a question about trucks and heavy equipment coming through Darden as a shortcut and other vehicles being backed up. William Semora will follow up.

- New/Other Project(s) Update
2. Hays County
    - Update on Proposed Roundabout at RM12 & RM150 and Utility Relocations
      - Commissioner Smith notes that weather might hinder construction
      - Commissioner Smith notes that the County's Transportation Department is not operating at full capacity not only because of COVID but also staff shortages.
    - Update on Intersection Improvements Plans at RM150 & 1826
    - Update on Southwest Bypass
      - Outreach to property owners, there is a small list left to talk to property owners. Commissioner Smith recalls maybe about 3 property owners.
      - Creek Road westbound has concerns about floodplain and preservation of character.
    - New/Other Projects(s) Update
      - Trautwein is being waited on because of additional funding from the State. Possible light at this intersection.
      - Commissioner Smith notes his concerns for development on Fitzhugh. He has had a meeting with a developer about a possible Amphitheatre on Fitzhugh. They're currently going through their TIA. It's noted that they can mitigate about 800 cars internally. They anticipate most traffic from the East towards Austin and not from Hamilton Pool. Commissioner Smith notes they are underestimating Western traffic.
      - Patriot's Hall to be possibly a polling place.
      - Henley Loop may have a right turn lane
      - 967 on Buda and Dripping ETJ road is being flattened along with drainage being added.
  3. Dripping Springs
    - Proposed Rob Shelton North Improvements—Council Action 1/18
      - Aaron and Chad note the tree options for Rob Shelton's improvements adjacent to Cannon.
    - Status of Rob Shelton South Improvements

- 2022 Traffic Symposium-Scheduling next meeting
  - Aaron would like to reach out and schedule for the next meeting of the Traffic Symposium
- Cannon East—Transportation Committee Representative needed for DAWG
- Public Comment
  - 150 Roundabout
    - Someone brings up concerns for lighting around Caliterra and the roundabout. County responds to the question. There will be an increase from 6 to 8 poles to accommodate for lighting decrease based on the height decrease.
    - Citizen brings up roundabouts and accidents. County and 3<sup>rd</sup> party, Joe, brings notes that the public was involved with extensive outreach. Hundreds of people were involved with their comments. 150 website is brought up and how the process has started. The roundabout study was completed about 2017. They note that roundabouts are generally safer.
    - Commissioner Smith notes roundabouts can be beneficial for growth and uses the City of Kyle as an example.
    - Question of Caliterra and the Roundabout. Carlos answers. Northbound movement occurs during the morning. Predominant movement from westbound 150 is to go north onto 12. The roundabout shouldn't create an issue for traffic movement as the light timing should create a gap to allow traffic to flow through the roundabout. Another roundabout may also be added to the entrance of Caliterra. Travis Crow states he needs hard data to back up and support the community. He cannot vie for people without hard facts.
    - Caliterra Lady notes the difficulty leaving Caliterra to go onto 12 both left and right. She notes her fears about make the left turn. She notes the light at 150 and 12 is great because of the paus. Jim Martin notes that roundabouts are generally good.
    - Al Gonzalez states he's been familiar with roundabouts and uphill and how people will speed up for that roundabout. Jackie Gonzalez restates about roundabouts and being considerate about yielding during roundabouts. She notes that she doesn't believe people will yield to others.
    - Commissioner Smith notes that the County didn't agree to roundabouts until the community pushed for one.

#### 4. HDR (Traffic Engineering Consultant)

- Status of Traffic Impact Analysis Reviews/Task Orders:
  - a. New Growth

1. TIA on the extensions of Roger Hanks to the South. Additional commercial needs to be considered.

b. Village Grove

1. No Full TIA. There is an interim memo which notes challenges in access to the site.
2. Mrs. Foster has concerns about Village Grove and would like to know about the TIA since she is the adjacent landowner.

c. PDD 11—RR 12 Multi-family project

1. Extension of Rob Shelton

d. Arrowhead Ranch C-Store

1. TIA is being closed out. Access is the main concern. Approval from driveway location and deceleration from TxDOT.

e. Cannon East

1. Under Review

f. Ariza Springs

1. New. Accessing mostly off 290. They need to go back to Hays County to go back to the scope. This is east of Trautwein and west of Key Ranch.

5. New Business

6. Adjourn - 5:12pm



January 27, 2022

Dr. Mary Jane Hetrick, President and the Board of Trustees  
Dripping Springs Independent School District  
510 W. Mercer St.  
Dripping Springs, TX 78620

Re: Wastewater Easement for South Regional Reclamation Project

Thank you for working on this with the City. The City seeks to procure a 15-foot wastewater easement across the eastern border of the DSISD Administration property at 510 W. Mercer Street. The City has worked with the DSISD facilities staff and the School District Attorney to find the optimal path for the wastewater line. The line will service the area north west of downtown and will be ideally located for future use by 510 W. Mercer St.

Please let us know if we can provide any additional information.

Respectfully,

Ginger Faught  
Deputy City Administrator

*Open spaces, friendly faces.*

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**NON-EXCLUSIVE WASTEWATER EASEMENT**

**Date:** *DRAFT*

**Grantor:** DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas

**Grantor's Address:** 510 W. Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Grantee:** **CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality situated in Hays County, Texas

**Grantee's Address:** P.O. Box 384  
511 Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Property:** A non-exclusive easement over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of a 0.277\_\_\_ acre tract of land, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").<sup>[A1]</sup>

**Consideration:** \_\_\_\_\_ and other good and valuable consideration<sup>[A2]</sup>

**GRANT OF NON-EXCLUSIVE EASEMENT:**

Grantor, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto Grantee the 15 foot wide Non-Exclusive Easement in, upon, **over, under, along, through, and across the** Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege as necessary for the Grantee herein, its agents, employees and representatives of ingress and egress to and from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of a sanitary sewer line that will be approximately between 6' and 10' below the surface, which will be constructed and installed therein or thereon under the terms of this Easement.

The non-exclusive easement is made and accepted subject to any and all conditions, encumbrances and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effective, either apparent or shown of record in the public records of Hays County, Texas.

Except as otherwise noted, the non-exclusive easement, rights and privileges herein granted shall be perpetual; however, that said non-exclusive easement, rights and privileges shall cease and revert to Grantor in the event the said sanitary sewer main is abandoned, or shall cease to be used, for a period of two (2) consecutive years.

~~To the extent permitted by the laws and Constitution of the State of Texas, the Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights set forth in this non-exclusive easement, and further, t~~The Grantee shall immediately return Grantor's property to its original condition, including repair of any improvements to Grantor's property.<sup>[A3]</sup>

Upon completion of construction and any maintenance, repairs, or other Grantee or assigns activities on Grantor's property, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces any another Grantor improvements to existing or better condition, unless requested otherwise by Grantor.

Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement Area for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement Area, including the right to retain any structure or improvement currently within the Easement Area, and to further build and use the surface of the Easement Area for any other uses; provided Grantor shall not erect or construct on the Easement Area any additional building or other structure in or on the Easement Area.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, so long as the non-exclusive easement remains a public non-exclusive easement, available for Grantor's use, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to warrant and forever defend all and singular the above-described non-exclusive easement and rights and interest unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, except as stated herein, when the claim is by, through or under Grantor, but not otherwise.

The Easement shall be used by Grantee for public wastewater utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of

providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

||[A4][A5][A6]

In witness whereof, this instrument is executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

Board President

**STATE OF TEXAS**

§

**ACKNOWLEDGMENT**

§

**COUNTY OF HAYS**

§

This instrument was acknowledged before me, the undersigned authority, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the President of the Board of Trustees of Dripping Springs Independent School District, an independent school district and political subdivision of the State of Texas, on behalf of said entity, as authorized by the Board of Trustees by action taken by Resolution during an open meeting on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

My Commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

City Secretary

City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

DRAFT



# EXHIBIT "A" EASEMENT TRACT

**A METES AND BOUNDS  
DESCRIPTION OF A  
0.227 ACRE TRACT OF LAND**

**BEING** a 0.227 acre (9,868 square feet - 15 feet wide) tract of land situated in the Phillip Smith Survey, Abstract No. 415, Hays County, Texas; and being a portion of that certain 0.65 acre tract called Second Tract described in instrument to Trustees of Dripping Springs Independent School District, recorded in Volume 154, Page 354 of the Deed Records of Hays County, and a portion of that certain 11.000 acre tract of land described in instrument to Dripping Springs Independent School District, recorded in Volume 139, Page 625 of the Official Public Records of Hays County; and being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod found with plastic cap stamped "STAUDI" marking the northeast corner of said 0.65 acre tract, and southern-most southeast corner of that certain 16.21 acre tract of land called Lot 1 described in instrument to Brookfield Residential RDS, LLC, recorded in Volume 5231, Page 486 of the Official Public Records of Hays County, and a point on the westerly boundary line of that certain 3.58 acre tract of land described in instrument to Charles William Haydon, recorded in Document No. 06021037 of the Official Public Records of Hays County,

**THENCE**, South 80°13'59" West, 5.31 feet along the northwesterly boundary of the said 0.65 acre tract to the **POINT OF BEGINNING** of the herein described tract of land;

**THENCE**, crossing said 0.65 acre tract the following four (4) courses and distances:

1. South 9°55'40" East, 25.76 feet to a point for corner;
2. South 32°17'56" East, 13.85 feet to a point for corner;
3. South 9°52'33" East, 492.13 feet along the northeasterly boundary line of said 0.65 acre tract and westerly boundary line of said 3.58 acre tract to a point for corner;
4. South 63°26'51" West, 53.97 feet along the westerly line of said 0.65 acre tract to a point for corner on the easterly boundary line of said 11.000 acre tract;

**THENCE**, crossing said 11.000 acre tract the following six (6) courses and distances:

1. South 9°52'30" East, 53.95 feet along the easterly boundary line of said 11.000 acre tract and westerly boundary line of said 3.58 acre tract to a point for corner;
2. South 62°41'57" West, 30.55 feet departing the easterly boundary line of 11.000 acre tract to a point for corner;
3. North 17°15'32" West, 15.23 feet along the easterly easement line of a 25' Sanitary Sewer Easement dedicated to City of Dripping Springs, Texas recorded in Volume 3415, Page 491 of the Official Public Records of Hays County;
4. North 62°41'57" East, 16.88 feet to a point for corner;
5. North 9°52'30" West, 54.10 feet to a point for corner;
6. North 63°26'51" East, 53.97 feet crossing said 11.000 acre tract and crossing said 0.65 acre tract to a point for corner;

**THENCE**, crossing said 0.65 acre tract the following three (3) courses and distances:

1. North 9°52'33" West, 477.99 feet to a point for corner;
2. North 32°17'56" West, 13.85 feet to a point for corner;
3. North 9°55'40" West, 28.77 feet to a point for corner;

**THENCE**, North 80°13'59" East, 15.00 feet along the northerly line of said 0.65 acre tract to the **POINT OF BEGINNING**, and containing 0.227 acres of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

**JOHN G. MOSIER**  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

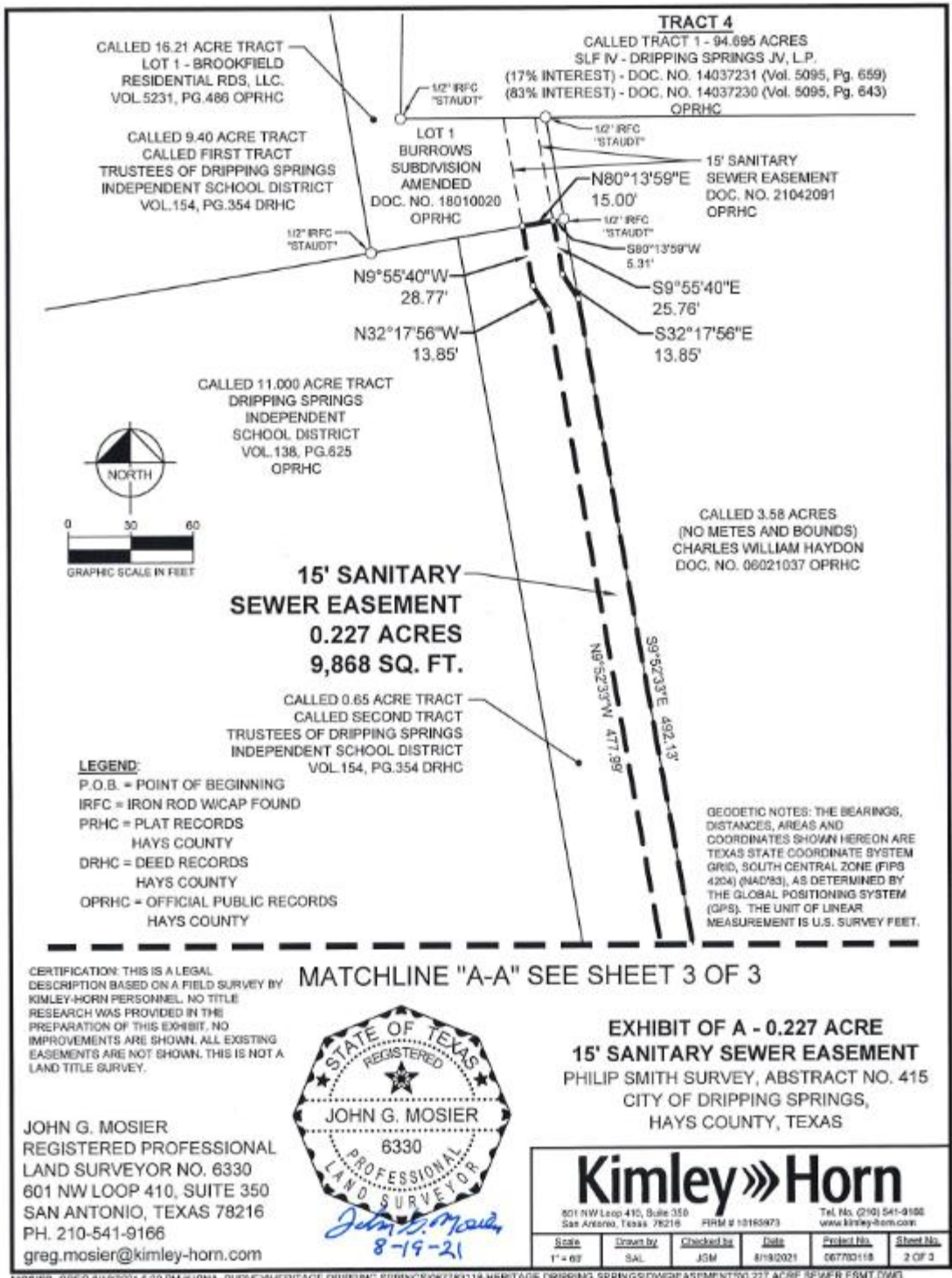
**EXHIBIT OF A - 0.227 ACRE  
15' SANITARY SEWER EASEMENT  
PHILIP SMITH SURVEY, ABSTRACT NO. 415  
CITY OF DRIPPING SPRINGS,  
HAYS COUNTY, TEXAS**

Kimley»Horn

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10192973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NONE	SAL	JCM	6/16/2021	007783116	1 OF 3

MOSIER, GREG 6/16/2021 6:32 PM K:\SNA\_SURVEY\HERITAGE DRIPPING SPRINGS\067783116-HERITAGE DRIPPING SPRINGS\DWG\EASEMENT\0.227 ACRE SEWER ESMT.DWG



MOSIER, GREG 8/19/2021 6:32 PM K18NA\_SURVEY\HERITAGE DRIPPING SPRINGS\967783118-HERITAGE DRIPPING SPRINGS\DWG\EASEMENT\50.227 ACRE SEWER ESBMT.DWG

