



City Council & Board of Adjustment Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, July 02, 2024, at 6:00 PM

AGENDA

CALL TO ORDER & 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 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Parks & Community Services Director Andy Binz

Maintenance Director Riley Sublett

Utilities Director Dane Sorenson

Planning Director Tory Carpenter

TIRZ Project Manager Keenan Smith

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies

are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

BUDGET WORKSHOP

Workshop items are for discussion purposes only and no action shall be taken. City Council may provide staff direction.

- 1. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2025.**

PROCLAMATIONS & PRESENTATIONS

Proclamations and Presentations are for discussion purposes only and no action shall be taken.

- 2. Proclamation proclaiming the month of July 2024, as "Parks and Recreation Month" in the City of Dripping Springs, Texas.**

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

- 3. Approval of the June 18, 2024 City Council regular meeting minutes.**
- 4. Approval of a Resolution of the City of Dripping Springs Accepting a Maintenance Bond for Driftwood Club Core Phase 4 and Pond Improvements. Applicant: Tommy Lawton, Vice President, Driftwood Golf & Ranch Club**
- 5. Approval of a Resolution of the City of Dripping Springs Accepting a Maintenance Bond for Driftwood Phase II Water and Wastewater. Applicant: Tommy Lawton, Vice President Development, Driftwood Golf & Ranch Club**
- 6. Approval of the Reappointment of Olivia Barnard and the Appointment of Thomas Lengel to the Parks & Recreation Commission for a term ending June 30, 2026, and the Reappointment of Paul Fushille as the Committee Chair for a term of one (1) year.**
- 7. Discuss and consider approval to accept the bid from Elk Ridge Construction, LLC to provide grounds maintenance on city property and within city parks, and to authorize the City Administrator to execute the Ground Maintenance Agreement.**
- 8. Approval of an Ordinance of the City Council of the City of Dripping Springs, Texas accepting and approving an Annual Service Plan Update to the Service and Assessment Plan and an updated Improvement Area #1 Assessment Roll for the Heritage Public**

Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.

- 9. Approval of the purchase agreement between the City of Dripping Springs and Vermeer Texas-Louisiana for a Vermeer BC1000XL Chipper. *Sponsor: Council Member Geoffrey Tahuahua***

- 10. Approval of a Resolution acknowledging the Dripping Springs Water Supply Corporation's release of the Anarene West RR 12 properties to the City for Water Service. *Sponsor: Mayor Bill Foulds, Jr.***

BUSINESS AGENDA

- 11. Discuss and consider a recommendation to City Council to select Halff Associates to be the consultant for the Parks, Recreation & Open Space Master Plan Update, and to authorize the City Administrator to negotiate a Professional Services Agreement between the City of Dripping Springs and Halff Associates for the Master Plan Update.**

- 12. Presentation, discussion, and consideration of possible action regarding the Downtown Restrooms Project and City Council direction to staff regarding procurement and funding. *Sponsor: Mayor Bill Foulds, Jr.***

- 13. Public hearing and consideration of approval of an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget.**

- a. Staff Report
- b. Public Hearing
- c. Ordinance

- 14. Discuss and consider approval of selection of a bidder and authorize contract negotiation and execution for the 2024 Roadway Maintenance Project Construction Contract between Brothers RDC Paving, LLC and the City of Dripping Springs. *Sponsor: Mayor Bill Foulds, Jr.***

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action was taken.

- 15. Planning Department Report**

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding

Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

- 16. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items. Consultation with Attorney, 551.071**

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

July 16, 2024, at 6:00 p.m.

August 6, 2024, at 6:00 p.m.

August 20, 2024, at 6:00 p.m.

Board, Commission, & Committee Meetings

July 8, 2024, TIRZ No. 1 & No. 2 at 4:00 p.m.

July 10, 2024, Dripping Springs Ranch Park Board at 11:00 a.m.

July 11, 2024, Historic Preservation Commission at 4:00 p.m.

July 17, 2024, Parks & Recreation Commission at 6:00 p.m.

July 18, 2024, Farmers Market Committee at 10:00 a.m.

July 18, 2024, Emergency Management Committee at 12:00 p.m.

July 18, 2024, Utility Commission at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on June 28, 2024 at 5:45 p.m.

Diana Boone, City Secretary

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



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING JULY 2024, AS**

“Parks and Recreation Month”

WHEREAS, parks and recreation programs are an integral part of the Dripping Springs Community; and

WHEREAS, our parks and recreation services are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks, natural open space, and natural recreation areas improve water quality by protecting groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the Dripping Springs Community recognizes the benefits derived from parks and recreation resources.

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

- 1.** July 2024 shall be proclaimed as “Parks & Recreation Month” in the City of Dripping Springs; and
- 2.** The City Council invites the Dripping Springs Community to explore the City’s community parks and parks programming.

Bill Foulds, Jr., Mayor

July 2024 National Parks & Recreation Month!



This month we're celebrating all our fabulous parks professionals and volunteers who make Dripping Springs a better place to live, work, and play!

Item # 2.

1 
Take a swim at Founders Memorial Pool!

2 
Visit the bird viewing station at Ranch Park!

3 
It's Farmers Market Wednesday! See ya at Ranch Park from 9-12 am!

4 
Join us at Ranch Park for the 4th of July 1K & 5K Fun Run!

5 
Join us at Founders Park for Float n' Flick!

6 
It's National Play Outside Day!
Visit one of our wonderful playgrounds!

7 
Fly a kite at Founders Park!

8 
It's Park Maintenance Monday!
Let's celebrate all of those who ensure our parks and facilities are safe and wonderful!

9 
Join us at Ranch Park for the THCBRA Barrel Race Exhibition

10 
It's Farmers Market Wednesday! See ya at Ranch Park from 9-12 am!

11 
Join us at Ranch Park for Tween Scene! It's Renaissance night!

12 
Did you know you can reserve Founders Pool for private Parties?

13 
Watch the sunrise!
Hit one of our Parks and watch the sunrise with your family!

14 
Pay Tribute to our local veterans at Veterans Memorial Park. Thank you for your service!

15 
It's National Cow Appreciation Day! Hike the trails at DSRP!

16 
National Snake Day! Paint a rock and add it to our rock snake at Sports & Rec Park!

17 
It's Farmers Market Wednesday! See ya at Ranch Park from 9-12 am!

18 
Join us at Ranch Park for Tween Scene! It's 80's Rock n' Roll night!

19 
Join us at Founders Park for Float n' Flick!

20 
Visit the Tack Swap at Ranch Park from 10am - 5pm!

21 
It's National Ice Cream Day! Enjoy a frozen treat in one of our parks!

22 
A BIG THANK YOU! to all our wonderful park volunteers & staff!

23 
Join us at Ranch Park for the THCBRA Barrel Race Exhibition

24 
It's Farmers Market Wednesday! See ya at Ranch Park from 9-12 am!

25 
Join us at Ranch Park for Tween Scene! Christmas in July night!

26 
It's "Help Make Our Parks Beautiful" Friday!
Take an hour out of your day to pick up litter!

27 
Join us at Founders Park for the Skate Park Grand Opening!

28 
Have a picnic in a park today!

29 
Walk the nature trails at Charro Ranch Park!

30 
It's National Day of Friendship!
Grab a friend & play some basketball at Sports & Rec Park!

31 
It's Farmers Market Wednesday! See ya at Ranch Park from 9-12 am!

 **PARKS & COMMUNITY**
CITY OF DRIPPING SPRINGS


DRIPPING SPRINGS
Texas

Download our calendar and follow along at: cityofdrippingsprings.com/parks-community-services/! Details on many things in this calendar can be found on the Parks & Community Services pages, too!



City Council Budget Workshop & Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, June 18, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of the City Council present, Mayor Foulds 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, stepped away at 7:40

Council Member Place 3 Geoffrey Tahuahua, arrived at 6:47

Council Member Place 4 Travis Crow

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

Maintenance Director Riley Sublett

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

Deputy City Secretary Cathy Gieselman

People & Communications Director Lisa Sullivan

Parks & Community Services Director Andy Binz

DSRP Manager Emily Nelson

Community Events Coordinator Johnna Krantz

Utilities Director Dane Sorenson

Planning Director Tory Carpenter

TIRZ Project Manager Kennan Smith

HPC Chair Dean Erickson

Deputy Constable Zach Miller

PLEDGE OF ALLEGIANCE

Mayor requested that new City Secretary Diana Boone lead the Pledge of Allegiance.

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

1. **Approval of the June 4, 2024, City Council budget workshop & regular meeting minutes.**
2. **Approval of the May 2024 Treasurer's Report.**
3. **Approval of a Use Agreement between the City of Dripping Springs and Aaron Farmer for the Adult Softball League for use of the Adult Softball Fields at Sports and Recreation Park and the authorization for staff to finalize the agreement with the Adult Softball League. Sponsor: Mayor Bill Foulds, Jr.**
4. **Approval of the Appointment of Eric Strang from St. Martin de Porres Catholic Church and Justin Cornett from the Dripping Springs Cook Off Club to the Founders Day Commission for terms ending June 30, 2026, and the Reappointment of Brenda Medcalf as Commission Chair for a term of one (1) year.**
5. **Approval of the Reappointment of at large members Sharon Hamilton, Jimmy Brown, and Roman Grijalva to the Transportation Committee for terms ending June 24, 2026 and the Reappointment of Travis Crow as the Committee Chair for a term of one (1) year.**
6. **Approval of a Resolution Authorizing intervention in Texas Gas Service Company's rate case before the Texas Railroad Commission. Sponsor: Mayor Pro Tem Taline Manassian**

A motion was made by Mayor Pro Tem Manassian, seconded by Council Member Crow to approve Consent Agenda items 1-6.

The motion to approve carried unanimously 3 to 0.

Resolution for Consent Agenda item 6 has been filed as Resolution No. 2024-R08.

BUDGET WORKSHOP

Workshop items are for discussion purposes only and no action shall be taken. City Council may provide staff direction.

7. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2025.**

Deputy City Manager Shawn Cox provided an overview of the proposed Fiscal Year Municipal Budget for 2025, which is still in the review process. The estimated cost of the proposed Capital Budget projects is \$24,663,119. Presentation is on file. No action was taken.

PRESENTATION OF CITIZENS

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in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

Monica Hernandez, resident of Arrowhead Ranch, spoke about the Waste Water Plant. She expressed concerns with the expansion resulting in additional large vehicle traffic and noise.

PRESENTATION

Presentations are for discussion purposes only and no action shall be taken.

8. Presentation Update regarding Old Fitzhugh Road Improvement Project Landscape Plans. Keenan Smith, TIRZ Project Manager.

Project Manager Keenan Smith presented the item. Presentation is on file. No action was taken.

BUSINESS AGENDA

9. Discuss and consider approval of a Resolution regarding the Appointment of Diana Boone as the City Secretary of the City of Dripping Springs, Hays County, Texas.

A motion was made by Mayor ProTem Manassian, seconded by Council Member King to approve the appointment of Diana Boone as City Secretary of Dripping Springs.

The motion to approve carried unanimously 3 to 0.

Filed as Resolution No. 2024-R09

10. Presentation, discussion, and consideration of approval of the acceptance of the Stephenson Building Rehabilitation and Improvement Project 100% Construction Documents. Presenters: Keenan Smith, TIRZ Project Manager and Larry Irsik, Architexas. Sponsor: Mayor Pro Tem Taline Manassian.

The item was introduced by project manager Keenan Smith and Presented by Larry Irsik. Council Member Tahuahua arrived during this presentation.

A motion was made by Mayor Pro Tem Taline Manassian, seconded by Council Member King to approve the Stephenson Building Rehabilitation and Improvement Project.

The motion to approve passed 3 to 1 with Council Member Tahuahua voting nay.

11. Discussion and consideration of possible action on City Council direction to staff regarding Architexas's Task Order #3 Permitting, Bidding, and Construction Administration, and funding for the Stephenson Building Rehabilitation and Improvement Project. Sponsor: Mayor Pro Tem Taline Manassian.

The item was presented by City Manager Michelle Fischer.

A motion was made by Mayor Pro Tem Manassian, seconded by Council Member Crow to postpone action on Architexas's Task Order #3 to further consider funding.

The motion to postpone action carried unanimously 4 to 0.

- 12. Presentation, discussion, and consideration of possible action regarding Downtown Restrooms Project and City Council direction to staff regarding procurement and funding.** *Keenan Smith, TIRZ Project Manager.*

The item was introduced by project manager Keenan Smith and Presented by City Attorney Laura Mueller.

No motion was made. Mayor Pro Tem Manassian directed staff to bring this item back to council on July 2, 2024, and include information about installation version, sight work, and budget amendment.

- 13. Discuss and consider approval of City of Dripping Springs Logo Use by the Dripping Springs Helping Hands for the Empty Bowls Project and authorization of staff to finalize Logo Use Agreement with Dripping Springs Helping Hands.** *Applicant: Dripping Springs Helping Hands. Sponsor: Mayor Bill Foulds, Jr.*

The item was presented by Dripping Springs Ranch Park Manager Emily Nelson.

A motion was made by Council Member Tahuahua, seconded by Council Member Crow to approve the use of the City Logo for the Empty Bowls Project.

The motion to approve carried unanimously 4 to 0.

- 14. Discuss and consider approval of the selection of a bidder and authorization of contract negotiation for the Rob Shelton Blvd. Intersection Improvements Project Construction Contract between Asphalt Inc., LLC dba Lone Star Paving and the City of Dripping Springs, and authorization for staff to finalize the agreement contingent upon TXDOT concurrence of award.** *Sponsor: Mayor Bill Foulds, Jr.*

The item was presented by Planning Director Tory Carpenter.

A motion was made by Council Member Tahuahua, seconded by Council Member Crow to approve the Rob Shelton Blvd. Intersection Improvement Project, contingent on completion of project by July 6, 2024, before school commences.

The motion to approve carried unanimously 4 to 0.

- 15. Discuss and consider approval of the First Amendment to Second Amended Wastewater Service and Impact Fee Agreement between The City of Dripping Springs and Development Solution Carter for The Ranch at Caliterra** *Sponsor: Mayor Bill Foulds, Jr.*

The item was presented by Deputy City Manager Ginger Faught. Council Member King stepped out briefly during this presentation thru agenda item 18.

A motion was made by Mayor Pro Tem Manassian, seconded by Council Member Crow to approve the amendment to the Wastewater Service and Impact Fee agreement.

The motion to approve carried unanimously 3 to 0.

16. Presentation, discussion, and consideration of approval of a Beneficial Reuse Irrigation Project at Sports and Recreation Park. Sponsor: Mayor Bill Foulds, Jr.

The item was presented by Utilities Director Dane Sorenson.

A motion was made by Council Member Crow, seconded by Council Member Tahuahua to approve the Beneficial Reuse Irrigation Project at the Sports and Recreation Park.

The motion to approve carried unanimously 3 to 0.

17. Discuss and consider approval of the Mayoral Appointment of a Council Member to the Hays County Mental Health Coordinating Committee. Sponsor: Mayor Bill Foulds, Jr.

The item was presented by Mayor Foulds, who appointed Mayor Pro Tem Manassian to the Hays County Mental Health Coordinating Committee.

18. Discuss and consider approval of the Reappointment of Dean Erickson and Haley Hunt, and the Appointment of Gwyn Sommerfeld to the Historic Preservation Commission for terms ending June 30, 2026.

A motion was made by Council Member Manassian, seconded by Council Member Crow to approve appointment and reappointments to the Historic Preservation Commission for terms ending June 30, 2026.

The motion to approve carried unanimously 3 to 0.

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

19. City Attorney Report

Laura Mueller, City Attorney

Report is on file.

A motion was made by Mayor Pro Tem Manassian, seconded by Council Member Tahuahua to adjourn to Closed Session, under item 14 pursuant to Texas Government Code Section 551.071, consultation with attorney.

The motion to approve carried unanimously 3 to 0.

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation

Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

- 20. Consultation with Attorney regarding legal issues related to the Waste Connections Lone Star Solid Waste Services Agreement. Consultation with Attorney, 551.071**
- 21. Consultation with Attorney regarding legal issues related to land use, infrastructure, and takings requirements. Consultation with Attorney, 551.071**
- 22. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items. Consultation with Attorney, 551.071**

The City Council met in Closed Session from 7:45 p.m. to 8:16 p.m.

No vote or action was taken during Closed Session. Mayor Foulds returned the meeting to

Open Session at 8:16 p.m.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

July 2, 2024, at 6:00 p.m. (CC & BOA)

July 16, 2024, at 6:00 p.m. (CC)

August 6, 202, at 6:00 p.m. (CC & BOA)

August 20, 2024, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

June 20, 2024, Famers Market Committee at 10:00 a.m.

June 20, 2024, Emergency Management Committee at 12:00 p.m.

June 20, 2024, Utility Commission at 4:00 p.m.

June 20, 2024, Parks & Recreation Committee at 6:00 p.m.

June 24, 2024, Transportation Committee at 3:30 p.m.

June 25, 2024, Planning & Zoning Commission at 6:00 p.m.

June 26, 2024, Economic Development Committee at 4:00 p.m.

ADJOURN

A motion to adjourn was made by Council Member Tahuahua, seconded by Council Member King.

The motion to adjourn carried unanimously 4 to 0.

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **June 14, 2024, at 1:00 p.m.***

APPROVED ON: **July 2, 2024**

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary



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

Submitted By: Dane Sorensen, Utilities Director

Council Meeting Date: July 02, 2024

Agenda Item Wording: **Approval of a Resolution of the City of Dripping Springs Accepting a Maintenance Bond for Driftwood Club Core Phase 4 and Pond Improvements.** *Applicant: Tommy Lawton, Vice President, Driftwood Golf & Ranch Club*

Agenda Item Requestor: Tommy Lawton

Summary/Background: Jimmy Evans Company has completed Water and Wastewater Improvements for Driftwood Club Core Phase 4 & Pond 2B Improvements. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and the Design Engineer has provided concurrence. All improvements have been built per plan. The resolution includes acceptance of a two-year maintenance bond and change rider.

Recommended Council Actions: City Staff recommends approval

Attachments: Resolution; Bond; Change Rider

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

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

CHANGE RIDER

TO BE ATTACHED TO AND FORM A PART OF:

Bond Number: 4467874MNT

Principal: Jimmy Evans Company, Ltd.

Obligee: City of Dripping Springs

Said bond, issued by SureTec Insurance Company, as Surety, is hereby amended as follows:

Two Year Maintenance Bond amount amended to \$392,380.00 for the Driftwood Club Core Phase IV & Pond 2B Improvements.

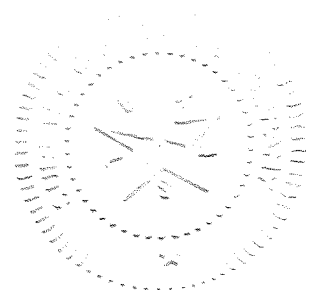
Effective date of rider: June 25, 2024

All other terms and conditions shall remain the same.

Signed and sealed this 27th day of June, 2024.

SureTec Insurance Company
Surety

By: 
Brad Ballew, Attorney-in-fact



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



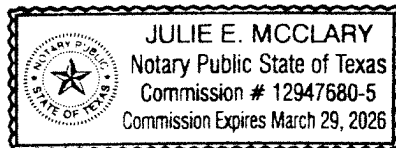
Markel Insurance Company

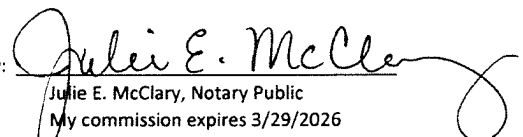
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

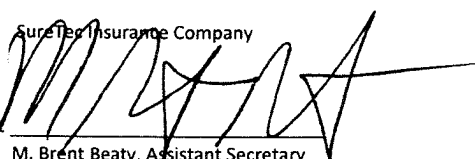


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

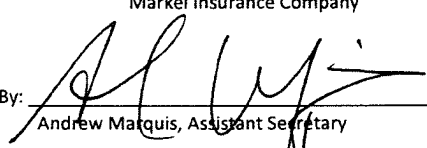
IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 27th day of June, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

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Received

JUN 20 2024



City of Dripping Springs

Bond No. **4467871MNT****MAINTENANCE BOND**

NAIC # 10916

KNOW ALL MEN BY THESE PRESENTS, that we Jimmy Evans Company, Ltd. as Principal, and **SureTec Insurance Company**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042 (address), a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs as Obligee, in the penal sum of One Million Three Hundred Two Thousand Seventy Five and 00/100's Dollars (\$1,302,075.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Driftwood Club Core Phase IV & Pond 2B Improvements.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year(s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year(s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 18th day of June, 2024.

Signatures on following page

Principal: Jimmy Evans Company,
Ltd.

By:  Signature

Name: DENNY HUESSER
Title: VP OF SITEWORK OPERATIONS

SureTec Insurance Company

By:  Signature

Name: Brad Ballew
Attorney-in-Fact

*The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage
Information and Limitations*

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

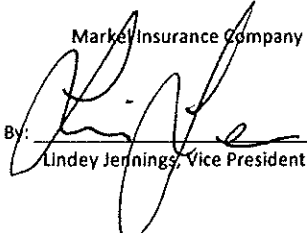
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



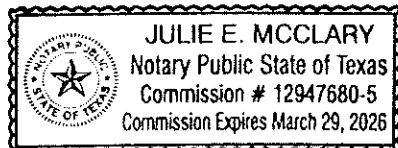
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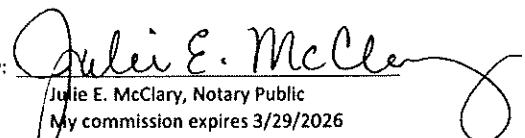
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

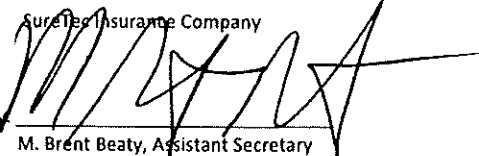


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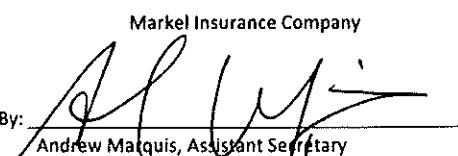
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Markel Insurance Company

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CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2024-

**ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING A
MAINTENANCE BOND FOR DRIFTWOOD CLUB CORE PHASE 4 &
POND 2B IMPROVEMENTS WATER AND WASTEWATER AND
RELEASING CONSTRUCTION BONDS.**

WHEREAS, Jimmy Evans Company, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Driftwood Club Core Phase 4 and Pond 2B Improvements Water and Wastewater (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Driftwood Club Core Phase 4; and

WHEREAS, the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Maintenance Bond (Attachment “A”) conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor’s Improvements; and

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

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

WHEREAS, the City 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 City Council of the City of Dripping Springs City, Texas, that:

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Water and Wastewater Improvements at Driftwood Club Core Phase 4 and Pond 2B Improvements as complete.
3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. 4467871MNT, from SureTec Insurance Company (“Insurer”), included and

attached herein (Attachment “A”) and Signed Change Rider (Attachment “B”).

4. The City Council hereby releases the Contractor’s Construction Bond.
5. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
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.

PASSED & APPROVED this, the day of , 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Diana Boone, City Secretary

Attachment “A”

(Insert Maintenance Bond No. 4467871MNT: Jimmy Evans Company Ltd., and Suretec Insurance Company)

Attachment “B”

(Insert Change Rider – 4467874MNT)



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

Submitted By: Dane Sorensen, Utilities Director

Council Meeting Date: July 02, 2024

Agenda Item Wording: **Approval of a Resolution of the City of Dripping Springs Accepting a Maintenance Bond for Driftwood Phase II Water and Wastewater.**
Applicant: Tommy Lawton, Vice President Development, Driftwood Golf & Ranch Club

Agenda Item Requestor:

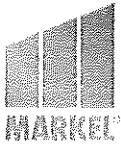
Summary/Background: Jimmy Evans Company has completed Water and Wastewater Improvements for Driftwood Subdivision Phase 2. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and the Design Engineer has provided concurrence. All improvements have been built per plan.

The resolution accepts a two-year maintenance bond and a change rider.

Recommended Council Actions: City Staff recommends approval

Attachments: Resolution, Bond, Change Rider.

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



Bond No. 4454020MNT

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jimmy Evans Company, Ltd. as Principal, and **SureTec Insurance Company**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042 (*address*), a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs as Obligee, in the penal sum of Two Million Five Hundred Sixty Eight Thousand Nine Hundred Twenty Four and 71/100's Dollars (\$2,568,924.71) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Driftwood Subdivision Phase II.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year(s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year(s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 11th day of June, 2024.

Signatures on following page

Principal: Jimmy Evans Company,
Ltd.

By:  Signature

Name: DENNY HUESER

Title: V.P. OF SITEWORK OPERATIONS

SureTec Insurance Company

By:  Signature

Name: Brad Ballew
Attorney-in-Fact

*The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage
Information and Limitations*

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David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

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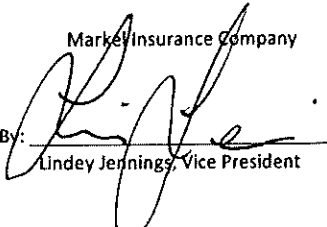
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SureTec Insurance Company

By: 
Michael C. Keimig, President



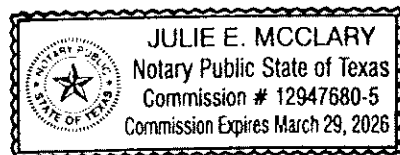
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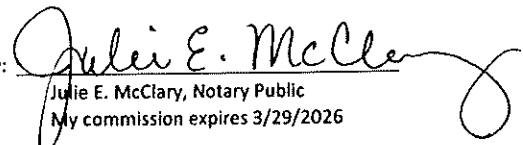
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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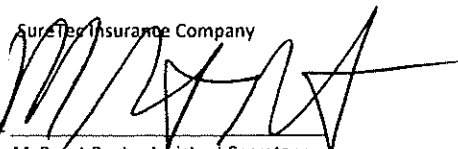


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Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

SureTec Insurance Company

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SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300

Houston, TX 77042

713-812-0800

CHANGE RIDER

TO BE ATTACHED TO AND FORM A PART OF:

Bond Number: 4454020MNT

Principal: Jimmy Evans Company, Ltd.Obligee: City of Dripping Springs

Said bond, issued by SureTec Insurance Company, as Surety, is hereby amended as follows:

Two Year Maintenance Bond amount amended to \$649,245.76 for the Driftwood Subdivision Phase II Improvements.

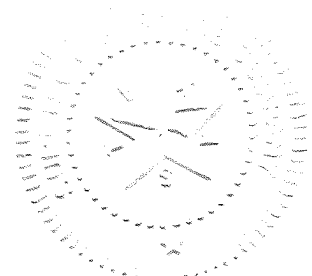
Effective date of rider: June 25, 2024

All other terms and conditions shall remain the same.

Signed and sealed this 27th day of June, 2024.

SureTec Insurance Company
Surety

By: 
Brad Ballew, Attorney-in-fact



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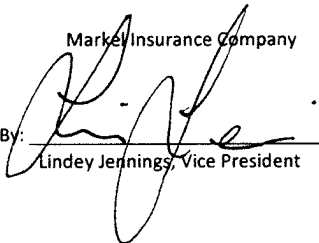
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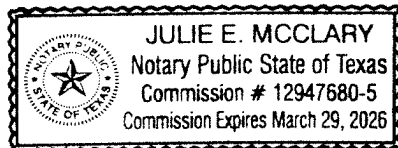
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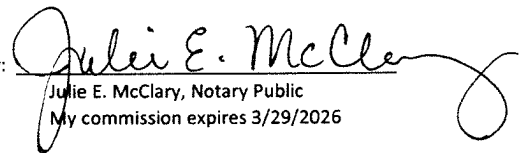
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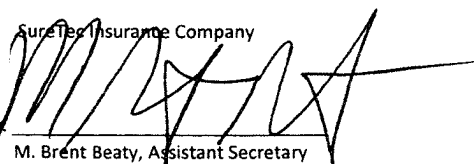


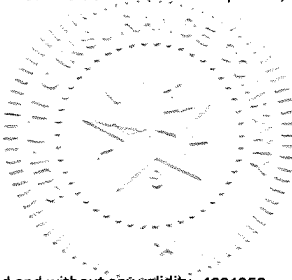
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Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

CITY OF DRIPPING SPRINGS**RESOLUTION NO. 2024-** **ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING A MAINTENANCE BOND FOR DRIFTWOOD SUBDIVISION PHASE 2 WATER AND WASTEWATER AND RELEASING CONSTRUCTION BONDS**

WHEREAS, Jimmy Evans Company, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Driftwood Subdivision Phase 2 Water and Wastewater (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Driftwood Subdivision Phase 2; and

WHEREAS, the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Maintenance Bond (Attachment “A”) conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor’s Improvements; and

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

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

WHEREAS, the City 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 City Council of the City of Dripping Springs City, Texas, that:

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Water and Wastewater Improvements at Driftwood Subdivision Phase 2 as complete.

3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. 4454020MNT, from SureTec Insurance Company ("Insurer"), included and attached herein (Attachment "A") and Change Rider No. 4454020MNT (Attachment "B").
4. The City Council hereby releases the Contractor's Construction Bond.
5. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
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.

PASSED & APPROVED this, the [REDACTED] day of [REDACTED], 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Diana Boone, City Secretary

Attachment "A"

(Insert Maintenance Bond No. 4454020MNT: Jimmy Evans Company Ltd., and Suretec Insurance Company)

Attachment "B"
(Insert Change Rider No. 4454020MNT)

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Item # 6.

May 21, 2024

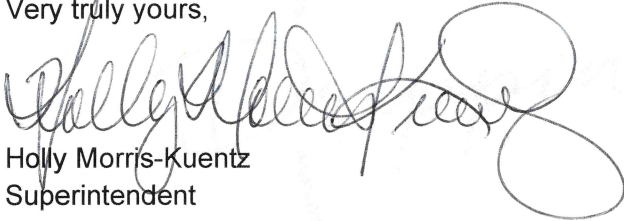
Bill Foulds
Mayor, City of Dripping Springs
511 Mercer Street, PO Box 384
Dripping Springs, TX 78620

Dear Mr. Foulds:

RE: Dripping Springs ISD Representatives for Parks and Recreation Commission

Dripping Springs ISD would like to recommend the appointment of Olivia Barnard and Thomas Lengel to serve as the school district's representatives for the City's Parks and Recreation Commission. We understand that these individuals will be considered by City Council and will serve a two-year term ending June 30, 2025.

Very truly yours,



Holly Morris-Kuentz
Superintendent



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

Submitted By: Diana Boone, City Secretary

Council Meeting Date: July 2, 2024

Agenda Item Wording: **Discuss and consider approval of the Reappointment of Olivia Barnard and the Appointment of Thomas Lengel to the Parks & Recreation Commission for a term ending June 30, 2026, and the Reappointment of Paul Fushille as the Commission Chair for a term of one (1) year.**

Agenda Item Requestor: Diana Boone, City Secretary

Summary/Background: **Member Responsibilities**

Section 2.04.066 (a): The commission shall act generally in an advisory capacity to the city council in the acquisition, development, utilization, operation, improvement, equipment and maintenance of all park playgrounds and recreational areas owned or controlled by the city.

Member Selection

Section 2.04.064

- (a) Composition. The commission shall be composed of eight members who are known to be interested in parks and public recreation and the proper use of leisure time of the people of the city. The members shall serve without pay.
- (b) DSISD. Two members of the commission shall be nominated by the DSISD, and each such nominee shall be appointed by the council to a two-year term of office. Each such member must reside within the boundaries of the DSISD.
- (c) City. Four members of the commission shall be appointed to a two-year term of office by the council. One of the three members may be a city councilmember. Each such member must reside within the city limits, the ETJ, or the boundaries of the DSISD.
- (d) DSYSA. Two members of the commission shall be nominated by the Dripping Springs Youth Sports Association (DSYSA), and each such nominee shall be appointed by the council to a two-year term of office. Each such member must reside within the city limits, the ETJ, or the boundaries of the DSISD.

Membership Requirements

- DSISD Representatives are recommended by vote of the DSISD Board.
- City Representations must reside in the city limits, ETJ, or DSISD boundaries
- DSYSA Representatives are recommended by the DSYSA Board

Officer Appointments

The members of the commission shall nominate a person to serve annually as chairperson of the commission. The chairperson shall appoint a vice-chairperson.

Membership

The commission shall be composed of eight members who are known to be interested in parks and public recreation and the proper use of leisure time of the people of the city. The members shall serve without pay.

Current Membership

Member	Term	Seat Description
Paul Fushille, Chair	06/30/25	City, At-Large
Matthew Fougerat, Vice Chair	06/30/24	DSISD Representative
Olivia Barnard	06/30/26	DSISD Representative
Thomas Lengel	06/30/26	DSISD Representative
Hope Boatright	06/30/26	City, At-Large
Kristy Caldwell	06/30/25	City, At-Large
Dustin Cloutier	06/30/25	DSYSA Representative
Joe Wright	06/30/24	DSYSA Representative

Vacancies and Applicants

There are four (4) members with seats expired June 30, 2024. Three (3) members have requested reappointment and members Joe Wright and Mathew Fougerat has submitted their resignation.

**Commission Chair
Recommendation:**

Chair Paul Fushille recommends the reappointment of Krisy Caldwell and Dustin Cloutier, and the appointment of Christian Krueger for terms ending June 30, 2025.

**Recommended
Council Actions:**

Staff recommends that Thomas Lengel be appointed to the Parks & Recreation Commission for a term ending on June 30, 2026; that Olivia Barnard be reappointed for a term ending June 30, 2026; and that Paul Fushille be reappointed as Commission Chair for a one year term.

Attachments:

1. Recommendation
2. Applications

Next Steps/Schedule:

1. Inform applicants of Council decision
2. Update roster and website
3. Send welcome letter and calendar invites
4. Introduction email to Commission



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

Submitted By: Andrew Binz, PCS Director

Council Meeting Date: July 2, 2024

Agenda Item Wording: Discuss and consider approval to accept the bid from Elk Ridge Construction, LLC to provide grounds maintenance on city property and within city parks, and to authorize the City Administrator to execute the Ground Maintenance Agreement.

Agenda Item Sponsor: Taline Manassian

Summary/Background: The current contract with Elk Ridge Construction was approved by City Council in June of 2021 and is set to expire at the end of September 2024. The city advertised a Request for Bids in April 2024 and received three bids. Elk Ridge Construction was selected based on price, reputation, quality of work and equipment. The amount of the Total Base Bid from Elk Ridge Construction is \$41,020.

Commission Recommendations: The Parks and Recreation Commission approved the recommendation at their June 20th meeting.

Recommended Council Actions: Approve the bid from Elk Ridge Construction, LLC to provide grounds maintenance on city property and with city parks and authorize the City Administrator to execute the Ground Maintenance Agreement.

Attachments: 2024 PCS Mowing Contract Bid with Exhibits 2023-04-01.
 Elk Ridge – DS Ground Maintenance Bid 2024-25c.
 Mowing Bid Totals.

Next Steps/Schedule: Execute the Grounds Maintenance Agreement with Elk Ridge Construction, LLC.



**REQUEST FOR BIDS
CITY OF DRIPPING SPRINGS, TEXAS
GROUND MAINTENANCE ON CITY PROPERTY AND PARKS**

Sealed Bids, one (1) original, (5) copies, and one (1) electronic copy (in PDF format) on a flash drive shall be delivered to the City of Dripping Springs, City, 511 Mercer St, Dripping Springs TX 78620, at or before: 4:00 PM on Thursday May 9, 2024, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

NOTICE TO BIDDERS

Contractor shall provide all necessary labor, material, and equipment to provide grounds maintenance services for the City of Dripping Springs starting on or about October 1, 2024, and ending on or about September 30, 2025, and subsequent renewal periods in strict accordance with the terms, conditions, and provisions of this solicitation.

Sealed bids addressed to the City of Dripping Springs, 511 Mercer Street, Dripping Springs, Texas, 78620, will be received from Contractors interested in providing grounds maintenance services as specified by the City of Dripping Springs, Texas for a **NON-EXCLUSIVE CONTRACT DURATION OF ONE (1) YEAR, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS.**

THE AGREEMENT SHALL BE A NON-TRANSFERABLE AGREEMENT.

Contractors interested in bidding are required to attend a tour of the City Parks on **10 a.m. on Thursday, April 25, 2024 meeting at Dripping Springs Ranch Park.** If interested in participating in the tour, please contact Andrew Binz, Parks and Community Services Director by 4:00 p.m. on Thursday, April 18, 2024 at abinz@cityofdrippingsprings.com. The purpose is to ask questions about the contract requirements and to understand the areas to be maintained.

Bidders should inspect the locations as shown on maps located in ***Schedule "B" to Exhibit "A"*** prior to the pre-bid conference and prior to submitting bids in order to be fully aware of the scope of the services required. Bidders should use ***Schedule "F" to Exhibit "A"*** to determine the sealed bid price. Failure to do so will not relieve the successful bidder from performing in accordance with the strict intent and meaning of the specifications at the awarded bid price. There will be no additional cost to the City.

Contract awards for the grounds maintenance project areas will be made to the lowest, responsive, responsible bidder. The lowest and best value bids are those, which result in the lowest cost to the City of Dripping Springs for the complete grounds maintenance program to be performed by a qualified bidder. The City reserves the right to reject any and all bids and to waive any and all irregularities. Evaluation criteria are below.

NO PRE-SUBMITTAL CONFERENCE: A pre-submittal conference will not be held, but the tour listed above is required.

1.0 EVALUATION CRITERIA:

Selection of the Contractor will be based on qualifications and rates. Criteria shall include:

- (a) the purchase price;
- (b) the reputation of the Contractor and of the Contractor's services;
- (c) the quality of the Contractor's goods or services, as demonstrated by the Contractor's verifiable history of providing goods or services comparable to those proposed in response to this Request for Bids, including any optional or alternate forms of bid;
- (d) the extent to which the services meet the City's needs;
- (e) the Contractor's past relationship with the City;
- (f) the total long-term cost to the City to acquire the bidder's goods or services; and
- (g) the Contractor's equipment:

EQUIPMENT: Bids shall include a complete "list of machinery and equipment available". This list will be used to determine whether the bidder can adequately perform the required work. All equipment the bidder anticipates committing to this contract should be included in the listing. Bidder should be able to demonstrate adequate back-up equipment or plan to allow for breakdowns. **See: Schedule "E" "List of Machinery and Equipment"**.

Insufficient and/or inadequate equipment, as determined by the City of Dripping Springs, is cause for rejection of a proposal. The right is reserved to thoroughly inspect and investigate the establishment, facilities, business reputation, and other qualification of any bidder and reject any bid, irrespective of price, if it shall be determined lacking in any of the essentials necessary to assure acceptable standards of performance.

Bids shall include sufficient information to allow the City to evaluate qualifications based on the criteria above. This may include, without limitation, a list of relevant past projects on which the Contractor was engaged and a list of references able to speak to the Contractor's past performance.

Should this solicitation fail to contain sufficient information in order for interested contractors to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested contractor

may in writing request clarification from Andrew Binz, Parks & Community Services Director, no later than **April 30, 2024** prior to the required time and date for sealed bid proposal submission. The interested contractor shall email a copy of the written clarification request to the Parks & Community Services Director, Andrew Binz, at abinz@cityofdrippingsprings.com. Written requests from interested firms and written responses by the City will be provided to all Applicants. Besides the site visit listed above, this is the only permissible contact with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City.

2.0 GENERAL CONTRACT REQUIREMENTS

The General Contract requirements are in the attached example agreement as well as its attachments. Please see:

Schedule "A" Scope of Work

Schedule "B" Maps

B-1: Dripping Springs Ranch Park

B-2: Founders Memorial Park

B-3: Sports and Recreation Park

B-4: Charro Ranch Park

Schedule "C" Insurance Requirements

Schedule "D" List of Machinery and Equipment

Schedule "E" Maintenance Requirements

E-1: Founders Memorial Park

E-2: Sports and Recreation Park

E-3: Dripping Springs Ranch Park

E-4: Charro Ranch Park

Insurance certificates satisfactory to the City must be received before contractor can begin work. Failure to supply and maintain such insurance shall be a breach of contract. Insurance certification must be supplied to:

City of Dripping Springs

511 Mercer St. /P.O. 384

Dripping Springs, Texas 78620

CONFLICT OF INTEREST: A statement indicating the Applicant has no conflict of interest with the City of Dripping Springs, including any past or present employees or past or present elected officials of the City. **THE CIQ FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL. THE FORM IS AVAILABLE HERE: [HTTPS://WWW.ETHICS.STATE.TX.US/FORMS/CIQ.PDF](https://www.ethics.state.tx.us/forms/cio.pdf)**

Applicants will also be required to complete a 1295 form from the Texas Ethics Commission available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

3.0 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE CLAIMS

DAMAGES: In the event a written claim for damages against the Contractor remains unsettled at the time payment for work on the project is pending, City is authorized to withhold from said payment, at City's discretion, the amount of said claim, unless the Contractor shall submit written evidence satisfactory to City that the claim has been settled and a release has been obtained from the claimant involved, or good faith efforts have been made to settle such outstanding claims, and such good faith efforts have failed.

4.0 DELIVERIES AND PERFORMANCE

NOTE: THE CITY HAS THE AUTHORITY TO CANCEL SCHEDULED MOWING CYCLES ON A WEEK-TO-WEEK BASIS. THE CANCELLATION WILL BE BASED UPON NEED, PREVAILING WEATHER CONDITIONS, AND AVAILABLE FUNDING.

THE CONTRACTOR WILL BE NOTIFIED OF ANY CANCELLATIONS. THE CITY RESERVES THE RIGHT TO PERFORM GROUNDS MAINTENANCE OPERATIONS DURING CANCELED CYCLES.

THE CITY MAY CHANGE THE FREQUENCY OF GROUNDS MAINTENANCE CYCLES FROM 14 TO 30 DAY CYCLES AT ANY TIME.

CONTRACTORS MAY BE CALLED UPON TO PERFORM ADDITIONAL CYCLES OF MAINTENANCE AS REQUESTED WITHIN A ONE WEEK PERIOD OF REQUEST, AT THE PRICE AGREED UPON IN THE CONTRACT FOR 7, 14, OR 30 DAY CYCLES.

5.0 COST OF DEVELOPING SEALED BIDS

All costs related to the preparation of the sealed bids and any related activities are the sole responsibility of the Applicants. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

Attachments:

Exhibit "A" Example Agreement

Schedule "A" Scope of Work

Schedule "B" Maps

B-1: Dripping Springs Ranch Park

B-2: Founders Memorial Park

B-3: Sports and Recreation Park

B-4: Charro Ranch Park

Schedule "C" Insurance Requirements

Schedule "D" List of Machinery and Equipment

Schedule "E" Maintenance Requirements

- E-1: Founders Memorial Park
- E-2: Sports and Recreation Park
- E-3: Dripping Springs Ranch Park
- E-4: Charro Ranch Park

Schedule "F" Base Bid and Bid Alternates

EXHIBIT “A”

Example Agreement

AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND CONTRACTOR

This Agreement ("Agreement") is made by and between the City of Dripping Springs, Texas, a municipal corporation, (hereinafter called the "City"), and CONTRACTOR, (hereinafter called the "Contractor"). Agreement is effective on the date of the last to execute below.

WHEREAS, the City finds that maintained grounds encourage outdoor activity, attract new residents to the community, and provide for public safety; and

WHEREAS, the City finds that expenses for certain City parks maintenance are all budgeted through the general operating budget and funded by the same general operating account; and

WHEREAS, the City seeks to promote transparent accounting for the best interest of the public by contracting for the same or similar services funded by one account with the Contractor; and

WHEREAS, the Contractor agrees to provide grounds maintenance to the City; and

WHEREAS, the City and the Contractor agree to the terms set in this Agreement.

NOW THEREFORE, for and in consideration of the agreements set forth below, the City and Contractor agree as follows:

ARTICLE I. DEFINITIONS

a. City Properties: Charro Ranch Park, Founders Memorial Park, Sports and Recreation, Dripping Springs Ranch Park, Founders Park Road, and additional properties as assigned. *[THIS SECTION DEPENDS ON BUNDLE BID AND AGREED TO]*

b. Trash and Litter: shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape.

ARTICLE II. SCOPE OF WORK

Work under this Agreement shall consist of specific grounds maintenance activities at the City Properties (“Work”) as shown in the exhibits including the maintenance requirements in **Schedule “A” of the attached Example Agreement**. The City Properties to be maintained are shown in the maps in **Schedule “B” of the attached Example Agreement**. Contractor shall be responsible for removing all litter, mowing all turf, and removing all grass clippings from hard

surfaces. The Contractor shall mow the City Properties in accordance with a mowing schedule described in **Schedule “E” of the attached Example Agreement.**

ARTICLE III. PERFORMANCE

A. Contractor’s Duties

1. Maintenance. Contractor shall remove litter, mow grass, blow debris as specified in the Maintenance Requirements (attached and incorporated as **Schedule “A” Maintenance Requirements**) during maintenance of the City Properties.
2. Equipment. Contractor, at its sole expense, shall provide all necessary equipment to conduct the Maintenance required under this Agreement in an efficient manner.
3. Hazardous Conditions. The Contractor shall notify the City Administrator immediately of any hazardous conditions and/or damage to City property.
4. Supervision of Work Crew. Contractor shall provide supervision of Contractor’s work crews while performing the Work. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times.
5. Completion of Work. The Contractor shall complete the Work within a minimum of three (3) continuous days, or less, once the work begins. Equipment shall only be brought to the site the day the Contractor starts work and shall only be left on site if the crews are returning the next day. Upon completion of Work the equipment must be removed from site. In the event Work cannot be completed, e.g., due to rain or wet grounds, the Contractor must contact the City Administrator.
6. Invoicing. Contractor shall prepare an invoice for work completed and submit the invoice to the City for payment. The rates for the work must not exceed the rates per cycle in the Bid Form (**Schedule “F”**). The invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles (e.g., 6/1-6/14), project areas, unit cost per project area, and total cost. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal. Contractor shall submit a properly completed invoice to the City.
7. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Agreement. Contractor shall, at its sole expense, maintain during the full term of this Agreement, insurance coverage with limits not less than those provided in this Agreement with insurers licensed to do business in the State of Texas and acceptable to the City. Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. The Contractor's insurance policy shall be endorsed to include the City as an additional insured, and the Certificate of Liability shall be submitted to the City at least ten (10) days prior to commencing work. The insurance coverages shall be as shown in **Schedule “C”**.

B. City's Duties

1. **Payment.** After a properly completed invoice is received and the work is complete and acceptable to the City, and such acceptance shall not be unreasonably withheld, City shall remit payment to Contractor within thirty (30) days.
2. **Inspection and Acceptance.** City may monitor the Contractor's activities and ensure the work is performed in accordance with this Agreement. The City shall record, process and submit all pertinent information to the Agreement file for determination of termination of contract.
3. **Cancel Scheduled Mowing.** The City may cancel scheduled mowing cycles on a week-to-week basis. The Cancellation shall be based upon need, prevailing weather conditions, and available funding.

ARTICLE IV. MISCELLANEOUS PROVISIONS

1. **Assignment.** Neither the City nor the Contractor shall assign any interest in this Agreement without the prior written consent of the other party.
2. **Amendment.** This Agreement embodies the entire agreement between the parties and may not be modified unless in writing, executed by all parties.
3. **Termination.** The City or the Contractor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such failure is not cured within thirty (30) days of receipt of written notice of default; or (b) by the mutual written consent of the City and the Contractor.
4. **Relationship of Parties:** It is understood by the parties that Contractor and its employees are independent contractors with respect to the City and not employees of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees. The City may contract with other individuals for firms for landscaping or grounds maintenance.
5. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
6. **INDEMNIFICATION.** CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT

NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.

7. **Term.** The term of this Agreement shall be for one (1) year to commence on October 1, 2024 and ending on September 30, 2025. The City and the Contractor have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods.

8. **Notice.** Any notice and or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:

Michelle Fischer
City Administrator
City of Dripping Springs
511 Mercer Street/P.O. Box 384
Dripping Springs, Texas 78620

If to the Contractor:

CONTRACTOR

9. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176).

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/elf_info_form1295.htm.

The Contractor makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this agreement. As used in such verifications, "affiliate means an entity that controls, is controlled by, or is under common control with the Contractor within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this agreement, notwithstanding anything in this agreement to the contrary.

- (a) Not a Sanctioned Company. The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions

regime relating to a foreign terrorist organization.

- (b) **No Boycott of Israel.** The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
 - (c) **No Discrimination Against Firearm Entities.** The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.
 - (d) **No Boycott of Energy Companies.** The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.
10. **Waiver of Contractual Right.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
 11. **City Consent and Approval.** In any provision of this Agreement that provides for the consent or approval of City staff or City Council, such consent or approval must be granted in writing, and unless otherwise specified in this Agreement may be withheld or conditioned by the staff or City Council based on compliance with the terms of this Agreement and applicable laws and ordinances.
 12. **Interpretation.** The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "shall include" means "shall include without limitation."
 13. **No Third Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither City nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than City and Owner.
 14. **Law & Venue.** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.

15. **Captions.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.
16. **Counterpart and Originals.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.
17. **Severability.** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.
18. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter. This Agreement may be amended only by written consent of both Parties.

CITY OF DRIPPING SPRINGS:

CONTRACTOR

Michelle Fischer, City Administrator

Owner

ATTACHMENTS:

Schedule "A" Scope of Work

Schedule "B" Maps

B-1: Dripping Springs Ranch Park

B-2: Founders Memorial Park

B-3: Sports and Recreation Park

B-4: Charro Ranch Park

Schedule "C" Insurance Requirements

Schedule "D" List of Machinery and Equipment

Schedule "E" Maintenance Requirements

E-1: Founders Memorial Park

E-2: Sports and Recreation Park

E-3: Dripping Springs Ranch Park

E-4: Charro Ranch Park

Schedule "F" Contractor Bid

Schedule “A” Scope of Work

Work shall consist of specific grounds maintenance activities at City properties as required by established maintenance schedule. Contractor shall be responsible for removing all litter, mowing all turf, and removing all grass clippings from hard surfaces. The process of blowing grass clippings and other debris into the adjoining street or roadway will not be permitted. Mowing should be accomplished by discharging grass away from the street, parking lot or other roadways, i.e. towards the center portion of the median or park. Should grass clippings be deposited onto the sidewalk, gutter, or roadway, they must be swept and removed or blown back onto the grass in the median, traffic divider, or park. Gutters, sidewalks, and roadways must provide a clean surface or the appearance of being swept. Blowing grass clippings into creeks, lakes, or ponds is also prohibited.

a. DEFINITIONS:

“CITY” City refers to the City of Dripping Springs.

“MAINTAIN” shall mean the tasks and time periods established by the City for the mowing season within which all prescribed maintenance activities for each area shall be completed.

“MOWING SCHEDULE” Mowing and maintenance shall be performed based on the schedules described in *Schedules “A” and “E”*.

Note: Contractor will be paid only for work actually accomplished during the established mowing cycle, unless due to weather or other valid reason the City has granted an extension to the scheduled mowing cycle.

“CONCURRENT” shall refer to all mowing, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must have litter removed the same day the mowing occurs and, and mowed grass shall be blown or swept off of all curbs, gutters, sidewalks, trails and other hard surfaces.

“MAINTENANCE AND BILLING CYCLE” shall refer to each time period in the mowing schedule for the mowing season. Each time period is defined by a beginning and ending date during which, all prescribed maintenance activities for each area shall be completed.

“INCLEMENT WEATHER” shall mean rainy/wet weather or when the condition of the soil is such that the rutting of property will occur and cutting of grass cannot be accomplished safely, or satisfactorily that is, in a manner that will not “rut up” or cause any damage to the turf.

“TRASH AND LITTER” shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in

diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape. This is inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, creeks, etc. An acceptably policed area that is considered neat and clean shall be free of such trash and litter. Any illegal dumping should be reported to the City. An illegal dump site will be defined as a pile of debris larger than 3 cubic yards or about the size of a refrigerator.

“TRIMMING” shall include using a line trimmer, grass clippers, etc. to complete trimming of grass, shrubs, trees, etc.

“HEIGHT OF CUT” shall refer to the setting of mowing equipment to cut grass to a height of three (3) inches for project areas designated for 14-day and 30 day or more mowing cycles. The City may make changes in the height requirements. Contractor shall be responsible for any damages resulting from mowing below the height stated above or when turf is damaged, e.g., scalping occurs. Damage to turf may result in contract termination.

“CLUMPED GRASS CLIPPINGS” shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds six (6) inches in height. These clumps are typically found in areas where mowing equipment has turned, reversing directions.

“CITY PARKS” City of Dripping Springs Charro Ranch Park, Founders Memorial Park, Sports and Recreation Park, and Dripping Springs Ranch Park as outlined in maps in *Schedule “B”*.

b. GROUND MAINTENANCE AND TRIMMING:

- i. Contractor shall remove litter, mow, blow, and go, as specified during the mowing season as specified in specifications.
- ii. Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the turf area. Failure to remove litter prior to mowing will result in the contractor being required to return to site and remove all new litter as well as all mowed litter. Any papers, cans, or bottles cut or broken, or found, during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.
- iii. Contractor shall maintain sharp blades on all mowing equipment to cleanly cut, not tear, the blades of grass. All grass shall be cut at a height of three (3) inches. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks and ruts from equipment. Turf shall be cut in a manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curbs, and gutters, parking lots, sidewalks, concrete pads, creeks, lakes, or ponds and/or onto adjacent properties. Any material so discharged shall be removed prior to leaving the project area. The Contractor shall dispose of all trash and litter at an off-site

- location procured by the Contractor at her/his sole cost and expense.
- iv. All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely, where applicable. Special care shall be given to trimming around trees and the base of wooden sign posts so as not to inflict damage to the bark of the trees or base of posts. Trim guards should be used on line trimmers when working around trees and ornamental shrubs. All trimming shall be accomplished maintaining a cutting height of one (1) inch, depending on project area and cycle frequency. ALL TRIMMING MUST BE ACCOMPLISHED CONCURRENTLY WITH MOWING OPERATIONS. Trimming can be reduced by chemical edging, providing the Contractor has the appropriate State of Texas Pesticide Applicators licensing and with prior written approval of the City.
 - v. All vegetation in cracks, seams, and joints of paved areas such as sidewalks, curbs, gutters (two (2) feet out from the curb) and driveways shall be cut down to the pavement surface during the completion of each mowing cycle, where applicable. The use of herbicides to control such growth may be permitted with the prior written approval of the City and in accordance with all applicable State laws and regulations.
 - vi. Contractor shall use reasonable care to avoid damaging buildings, equipment and vegetation on City or any other public or private property. This includes, but is not limited to irrigation heads, valve boxes, sign posts, etc. The Contractor must assess the area to be mowed prior to starting and make necessary adjustments not to cut or damage irrigation heads, plant material, posts, etc. If the Contractor's failure to use reasonable care causes damage to any property, the Contractor shall replace or repair the damage at no expense to the City. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.
 - vii. Trees and shrubs. No pruning of any tree shall be permitted, unless specified otherwise in these specifications. Trash and litter shall be removed from ornamental flower and planting beds during each mowing cycle. Mulch rings shall be reshaped prior to leaving project site when dislodged by mowing equipment. Severe damage to trees will result in replacement or compensation of trees by the Contractor. Failure to replace damaged trees shall be considered a breach of contract and Contractor shall be assessed for damages. Slight or moderate damage to trees will result in assessment of damages.

c. ASSESSMENT OF DAMAGES TO TREES DURING GROUNDS MAINTENANCE OPERATIONS:

- i. The Contractor will check trees in the contract area before contract work begins, any damage will be noted in memo form with supporting documentation (picture of tree and location) and reported to the City. Examples include trees that have bark missing on sides/base of trunk

and/or exposed roots that exhibit injury from previous mowing or line trimming by others in areas that are to be commonly maintained by the Contractor. A check of all trees may be made at the end of the contract period by City staff. Damages shall be documented by memo to contract file and a copy of the memo provided to the Contractor, and may result in termination of the contract if damages are extensive or repetitive.

- ii. Contractor may have the option of replacement or payment for severely damaged trees at a location to be designated by City. Severe damage is defined as injury that threatens the viability of the tree (resulting in death of the tree) or severe damage that will result in the slow decline of the tree as interpreted by a certified arborist. Replacement shall be made on caliber inch per caliber inch basis with a minimum size of replacement tree of 2" in caliber. The contractor shall be responsible for the planting, watering, mulching and maintenance of replacement trees for a period of not less than 2 years. Any tree that does not survive the 2 year established period shall be compensated for by the contractor to City at a rate of \$100.00 per caliber inch.
- iii. Failure to replace or pay for damaged trees shall result in a breach of contract and the Contractor will be automatically assessed damages. Damages as described herein shall be deducted from payments otherwise due to the Contractor.
- iv. Cut grass and debris that falls or is thrown by equipment upon the pavement, streets, curb and gutters, sidewalks, driveways or adjacent properties through the action of the work crew, shall be removed prior to leaving the project area.

d. EDGING:

Edging of sidewalks, driveways and curbs, where applicable, shall be accomplished so that grass and weeds do not extend over the edge of the walks, trails, drives or curbs more than ¼ inch nor will they be cut back from the edge of walks, trails, drives or curbs more than ¼ inch.

- i. All concrete sidewalks, trails, curbs, walking paths and steps must be mechanically edged exposing concrete surface.
- ii. The Contractor may use a disc edger on a mower or similar device to edge medians so long as the produced edge meets the standard set forth, above.
- iii. All material dislodged by edging shall be removed from the site or blown back onto grass areas so as to leave a clean appearance.
- iv. Concrete sidewalks shall be edged on both sides.

e. SWIMMING POOLS:

- i. If the Contractor fails to use grass-catching equipment, the Contractor shall pay the City's actual costs to clean up the site.
- ii. Edging shall be done to keep clippings out of water features. Clippings and trash must be removed ensuring that none gets into water features.

f. PONDS, LAKES, AND CREEKS:

- i. Contractor will use care when mowing or edging around lakes, ponds, and creeks.
- ii. Grass must be directed away from water but does not have to be caught or removed from area.
- iii. Contractor will pay the City's actual costs of repairing damage and clean up arising from failure to comply with this section.

g. HAZARDOUS CONDITIONS: The Contractor is required to notify the City Administrator immediately of any hazardous conditions and/or damage to City property.

h. SUPERVISION OF WORK CREW: Contractor shall provide supervision of all work crews while performing work under this contract. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

i. ORNAMENTAL TREE AND SHRUB TRIMMING: Only ornamental trees and shrubs in planting beds will be maintained, unless specifically identified elsewhere in this bid package. Trimming and pruning shall be accomplished during the normal mowing season to promote healthy, disease-free trees and shrubs. Ornamental shrubs and bushes shall not be trimmed or pruned until after they have finished flowering. All hedges shall be pruned per the contract during the year to maintain an attractive, uniform appearance.

j. COMPLETION OF WORK: The Contractor must complete the work on the same day except where City provides written consent to continue work over a maximum 3 continuous day period . Equipment can only be brought to the site the day the contractor starts work and can only be left on site if the crews are coming back the next day with City consent. Upon completion of work the equipment must be removed from site until the next cycle.

If for any reason the grounds maintenance cannot be completed, e.g., due to rain or wet grounds, the Contractor must contact the City at 737-701-6714.

CONTACT: The contractor shall provide City with contact information so that the City can contact the Vendor during working hours, or in case of emergency.

6.0 SPECIAL CONTRACT REQUIREMENTS

CONTRACT DURATION FOR THIS NON-EXCLUSIVE AGREEMENT AWARDED THROUGH THIS BIDDING PROCESS SHALL BE FOR A PERIOD OF ONE (1) YEAR WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL

ONE (1) YEAR PERIODS, PROVIDING THE CONTRACTOR'S PERFORMANCE IS ACCEPTABLE, THAT BOTH THE CITY OF DRIPPING SPRINGS AND THE CONTRACTOR AGREE, AND THAT THE COSTS DO NOT INCREASE BY A RATE GREATER THAN THE CHANGE OVER THE SAME PERIOD IN THE CONSUMERS PRICE INDEX (CPI-U) FOR ALL URBAN CONSUMERS, ALL ITEMS, U.S. CITY AVERAGE, NON-SEASONAL, AS PUBLISHED BY THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS

7.0 INSPECTION AND ACCEPTANCE

City will monitor the Contractor's activities and ensure the work is performed in accordance with the contract specifications. The City shall record, process and submit all pertinent information to the contract file for determination of termination of contract or for non-renewal.

8.0 PAYMENT

Contractor can be paid after each cycle upon submission of a properly completed and signed, original signature invoice. Contractor shall submit invoices to:

City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas 78620

A properly prepared invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles i.e. 6/1-6/14, project areas, unit cost per project area, and total cost. Incomplete or inaccurate invoices may result in delayed payments, as they shall be returned to the Contractor for correction and re-submittal.

PAYMENT WILL ONLY BE MADE FOR WORK ACTUALLY ACCOMPLISHED:

Failure to complete all areas in project area within the current cycle may, solely at the City's option, result in a decrease in the invoiced amount by the amount of the award for the areas not completed within the cycle period.

TIME TO COMPLETE WORK: The Contractor shall maintain the same schedule as the one submitted to the City at the beginning of the mowing season. The Contractor will be required to maintain all project areas assigned during the maintenance cycles for each project area. Inclement weather may result in the cancellation of a mowing cycle, only if the City determines that there was an insufficient time period during the entire mowing cycle available for the services described to be performed. It shall be presumed that the Contractor can perform said services at the minimum rate of 25 acres per day per project area.

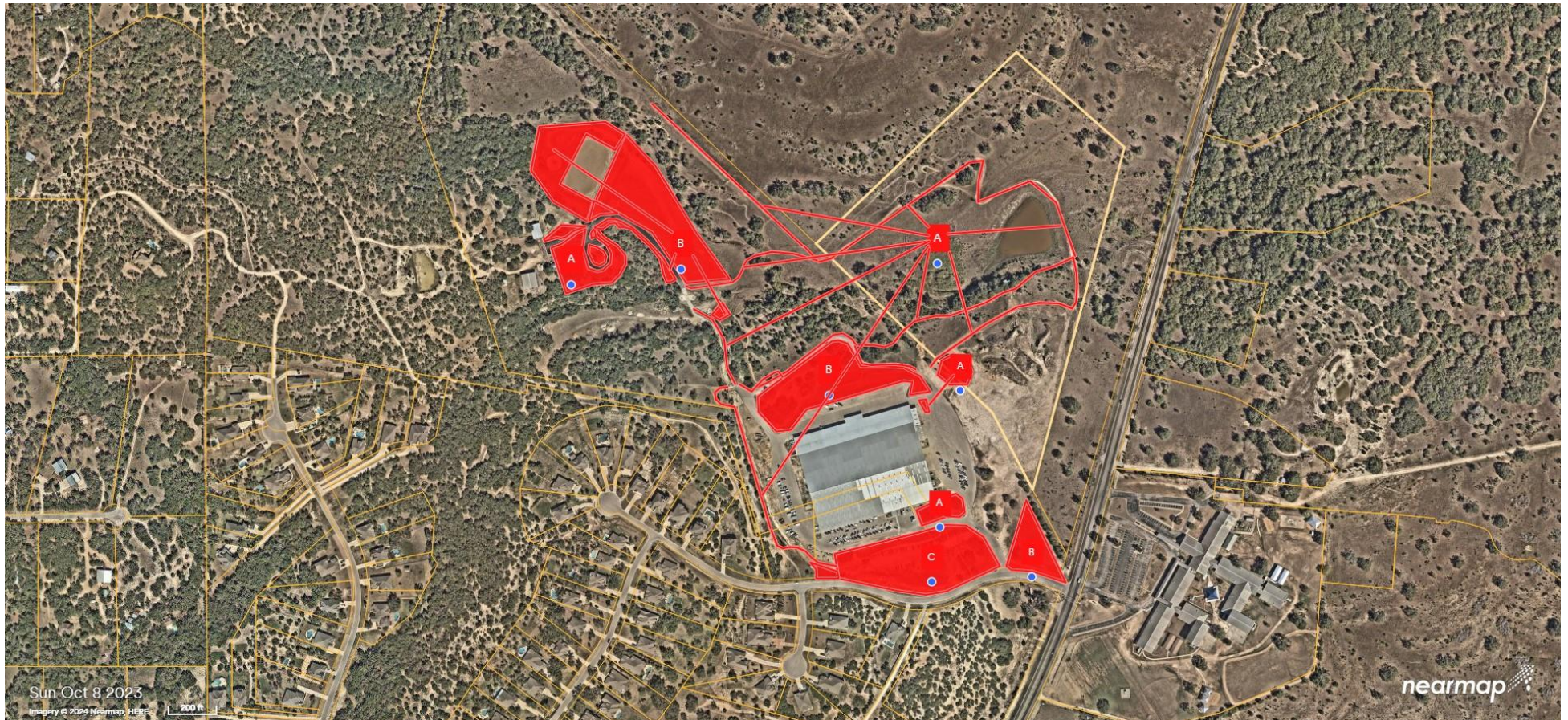
DAMAGES: In the event a written claim for damages against the Contractor remains unsettled at the time payment for work on the project is pending, City is authorized to withhold from said payment, at City's discretion, the amount of said claim, unless the Contractor shall submit written evidence satisfactory to City that the claim has been

settled and a release has been obtained from the claimant involved, or good faith efforts have been made to settle such outstanding claims, and such good faith efforts have failed.

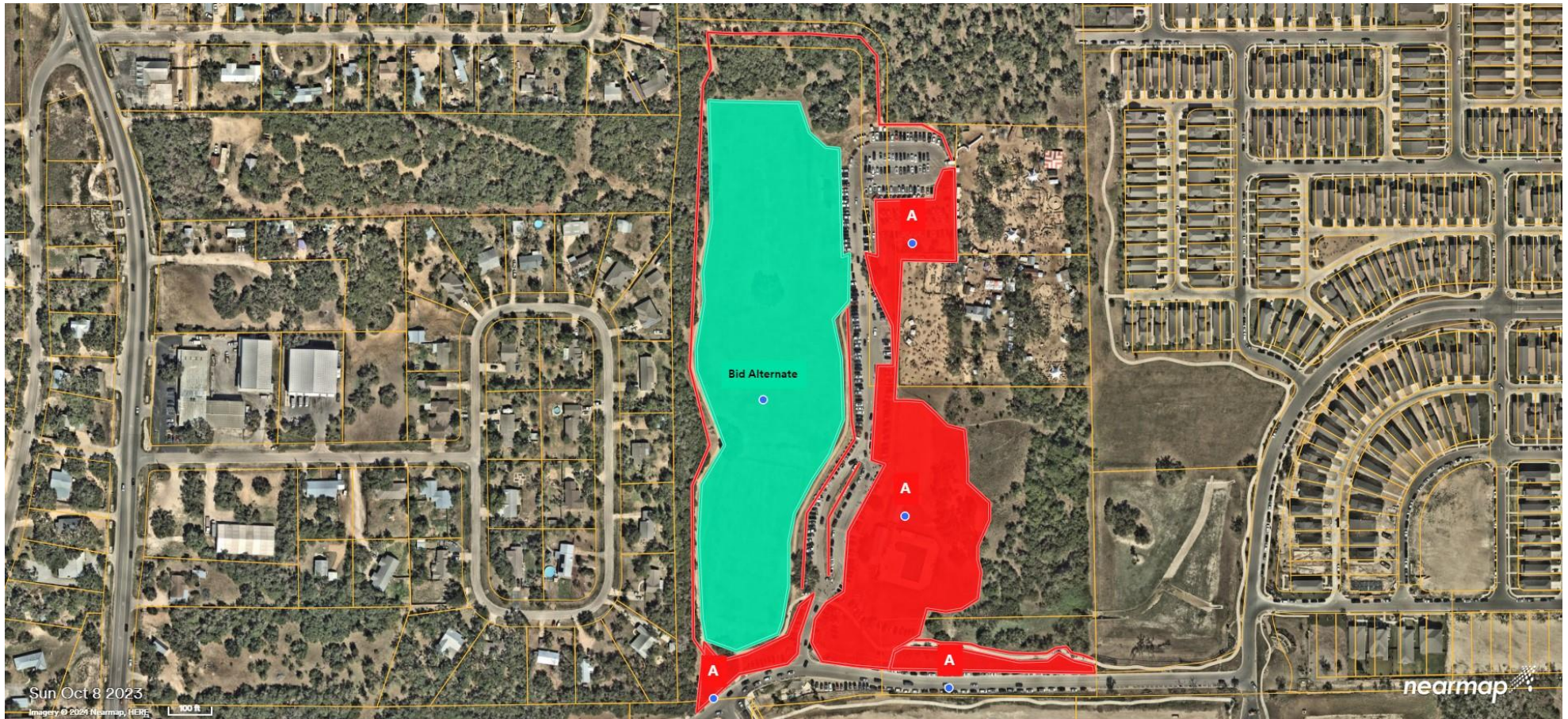
NOTE: FAILURE TO MEET THE CONTRACT REQUIREMENTS ON MORE THAN ONE OCCASION WITHIN THE PRESCRIBED MAINTENANCE SCHEDULE MAY RESULT IN THE TERMINATION OF THE CONTRACT.

Schedule “B-1”

Dripping Springs Ranch Park
1042 Event Center Dr.



Schedule “B-2”
Founders Memorial Park
419 Founders Park Rd.



Schedule “B-3”

Sports and Recreation Park

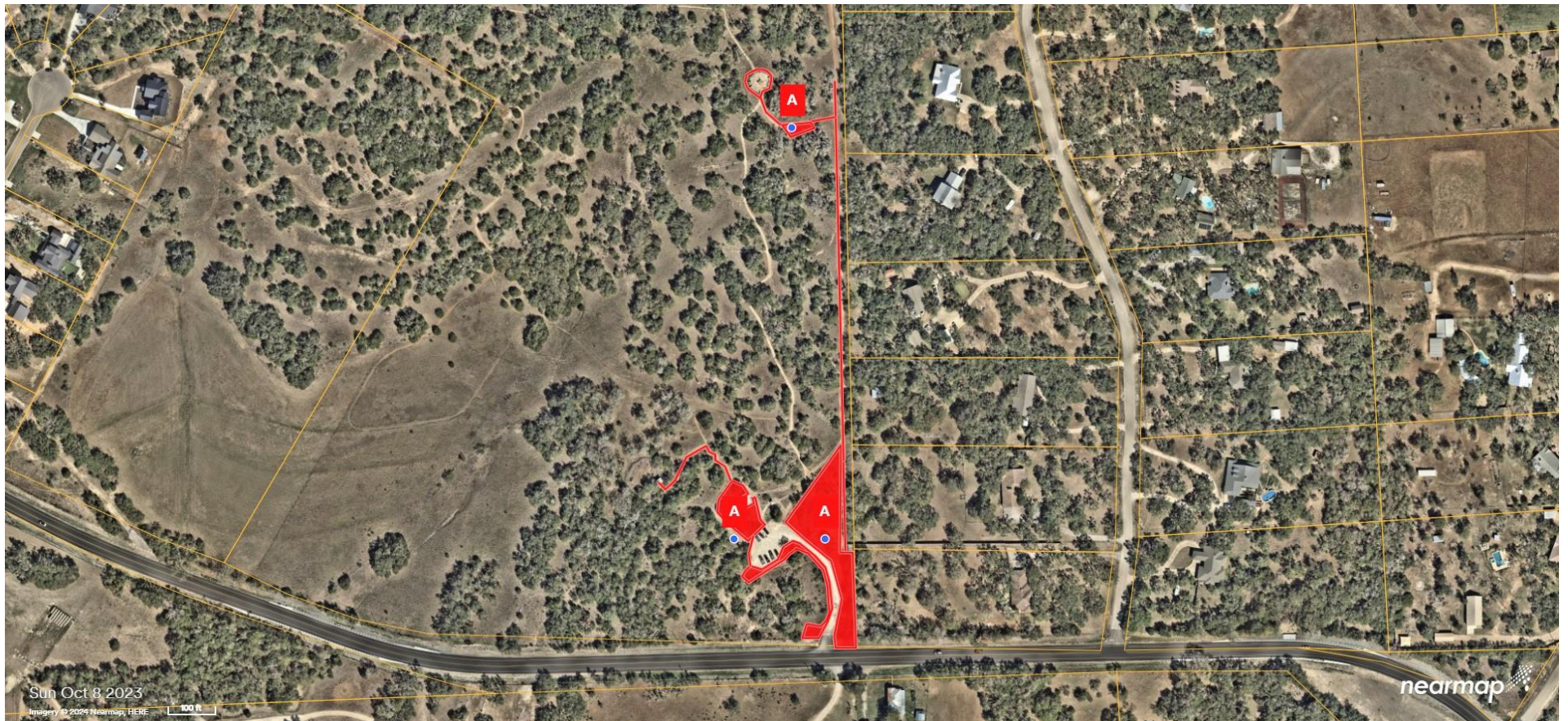
27148 Ranch Road 12 Dripping Springs, TX



Schedule “B-4”

Charro Ranch Park

27148 Ranch Road 12 Dripping Springs, TX



Schedule “C” Insurance Requirements

CITY OF DRIPPING SPRINGS CONTRACTOR’S INSURANCE REQUIREMENTS

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

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

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

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

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 Annual Aggregate.
- Automobile Liability with a minimum of:
 - \$250,000 Bodily Injury Per Person Each Accident
 - \$500,000 Bodily Injury Each Accident
 - \$100,000 Property Damage; or
 - \$1,000,000 Combined Single Limit Each Accident

Schedule “D”

List of Machinery and Equipment

[illegible]

I certify that all equipment listed is owned or leased by _____
(Company Name) and that all equipment is available for use on this contract.

Signature: _____

Date: _____

Schedule “E-1”
Grounds Maintenance Requirements
Founders Memorial Park - 419 Founders Park Road

Mow, trim, remove clippings; remove litter from all areas. Height of cut shall be three (3) inches. Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City. Multi-purpose fields maintained by Dripping Springs Youth Sports Association (DSYSA).

FMP “A”

Park Entrance, Park Road, Playscape, and Trails and Common Areas

Maintain areas twice per month on 14 day cycle during the months of April, May and June. Maintain monthly 30 day cycle, during the first week of February, March, July, August, September, October and first or second week of December or on a per cycle basis as directed by City. Fire ant control 12 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

1. Park Entrance

- Maintain entry starting at the crosswalk across Founders Park Dr. and the far east property line.

2. Park Road

- Maintain both sides of the park from the entrance from Founders Park Dr. to the far north parking lot. Maintain median within the parking lot.

3. Playscape Structure and Surface

- Maintain grounds in and surrounding the playscape area. Maintain an area that is 10 feet beyond any structures. Rake/till playscape engineered wood fiber surface monthly.

4. Trails

- Maintain all trails throughout the park. Trails to be maintained at a width of approximately six (6) feet.

5. Common Areas, Park Trail,

- **Common Areas Around Multi-Purpose Fields**
 - Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of DSYSA.
 - Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.
- **Common Areas Around Pound House Museum, Pavilion, and Playscape**
 - Maintain common areas surrounding the Pound House Museum (outside fence), swimming pool (inside and outside), park pavilion and playscape.
- **Park Trail (.71 miles)**
 - Maintain six (6) feet either side of trail(s), where terrain permits. Trails to be weed free.

Fire Ant Control

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor's personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

Schedule “E-2”

Grounds Maintenance Requirements **Sports and Recreation Park - 27148 Ranch Road 12**

Mow, trim and remove clippings; remove litter from all areas as indicated on the attached Schedule “B-3” “Sports and Recreation Park” (SRP); height of cut shall be three (3) inches. Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City. Soccer fields, softball fields and baseball field managed by DSYSA. Ant mounds treated each cycle must be shown on park map when invoices are submitted.

SRP “A”

Park Trails, Sport Courts, Fitness Station, Park Road, Concessions/Restroom Buildings

Maintain all areas twice monthly or 14 day cycle during the months of April, May, June and July.

Maintain all areas once per month on 30 day cycle during the first week of February, March, September, October and second week of December and/ or as directed by City. Fire ant control 12 times per year to control or eliminate fire ants on trails, picnic areas and playscapes.

1. Park Trails and Park Road

- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free.
- Maintain both sides of road throughout the park, to include: trimming around “barrier” boulders, fence line, parking lots, median/islands, trees, etc. where terrain permits. Maintain outside of vinyl-coated chain link fence at corner of Sports Park Drive and Rob Shelton Blvd.

2. Basketball Court, Volleyball Court, Fitness Stations

- Maintain this area by mowing and trimming, removing leaves, raking and removing weeds from volleyball court.

3. Picnic Areas

- Maintain around and beneath park furniture as needed to maintain a neat and well-kept appearance.
- Perimeter maintenance, whether by mowing or trimming around park furniture shall be a minimum of five (5) feet.

4. Concession/Restroom Buildings

- Maintain perimeter of both buildings by mowing and trimming around the trees, parking lots and buildings.

5. Common Areas

- Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of Dripping Springs Youth Sports Association and fields managed by DSISD.
- Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.

6. Playscape Structure and Surface

- Maintain grounds in and surrounding the playscape area. Maintain an area that is 10 feet beyond any structures.
- Rake/till playscape engineered wood fiber surface monthly, or as directed by City Staff.

7. Adult Softball Fields Perimeter

- Maintain at a height of 3 inches. Mow, trim and remove clippings with blower once per month (30 day cycle) in October, November, December, January and February: (14 day cycle) in March, April, May, June, July, August and September. Include common area between fields and 20 feet beyond fence in outfield where possible.

Fire Ant Control

Item # 7.

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor's personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoice

Schedule “E-3”

Grounds Maintenance Requirements Dripping Springs Ranch Park (DSRP) – 1042 Event Center Drive

Mow, trim, remove clippings; remove litter from all areas. Height of cut shall be three (3) inches. Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City.

DSRP “A”

1. Park Trails, Ranch House, Park Road and Common Areas

Maintain all areas once per month on 30 day cycle during the first week of March, April, May, June, September, and the last week of November and on a per cycle basis as requested by the City. Fire ant control 12 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

DSRP “B”

1. Playscape, Park Sign, and Outdoor Arena

Maintain all areas on a 14 day cycle in March, April, May, June, September and October and on a per cycle basis as requested by the City.

Fire ant control 12 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

DSRP “C”

1. Slope adjacent to the Event Center

Maintain all areas on a 14 day cycle during the first week of March, April, May, June, September, and the last week of November and on a per cycle basis as requested by the City. Fire ant control 12 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

Fire Ant Control

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor’s personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

Schedule “E-4”

Grounds Maintenance Requirements

Charro Ranch Park - 22690 W. FM 150.

Mow, trim; remove litter from all areas as indicated on the attached exhibit “Charro Ranch Park” (CRP). Height of cut shall be three (3) inches. Conduct fire ant control twelve times per year.

CRP “A”

1. Park Entrance Road, Trail Signs, Park Signs, Picnic, and Special Interest Areas

- Maintain areas shown on 30 day cycle during the first week March, April, May, June, September and first or second week of December; and/or on a per cycle basis as directed by City.

2. Park Entrance/Parking Lot

- Maintain east side of park entrance road to accommodate overflow parking from FM 150 to parking lot; maintain inside perimeter of fence in parking lot; maintain Park Sign by mowing and trimming around sign approximately five (5) feet out from sign base west of park entrance.

3. Park Trails, Bird Viewing Area, Solstice Circle, and Cross Country Trail

- Maintain Park Trails, Cross Country Trail and Special Interest Area trails listed above by trimming the rock borders of the trails and/or trail surface as needed (Cross Country Trail six (6) feet wide, and as terrain allows); maintain perimeter of Solstice Circle to a distance of approximately five (5) feet from concrete slab.

4. Cross Country Trail

- Mow on a 30 day cycle during March, June, September and the last week of November; or as directed by CityStaff.

5. Trail Signs, Picnic Areas, Park Furniture

- Maintain around and beneath park signs/furniture and picnic areas as needed to provide a neat and well-kept appearance. Maintain a mowed path (minimum five feet wide) to off-path picnic areas and benches. Perimeter mowing around park furniture/ signs shall be approximately three (3) feet wide where terrain allows.

Fire Ant Control

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor’s personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

NOTE TO SUCCESSFUL BIDDER: CHARRO RANCH PARK HAS MULTIPLE NATIVE AREAS. IT IS IMPERATIVE THAT YOU WORK CLOSELY WITH CITY STAFF AND THE HAYS COUNTY MASTER NATURALISTS TO DETERMINE EXACT LOCATIONS FOR MOWING, TRIMMING, PESTICIDE AND INSECTICIDE TREATMENT, AS WELL AS ANY OTHER MAINTENANCE OF THE PARK.

Schedule “F”
City-Owned Parks Ground Maintenance Bid Tab Base Bid and Bid Alternates

CITY PARKS			
Charro Ranch Park “CRP”	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance Road, Trail Signs, Park Signs, Picnic, Special Interest Areas			
<i>Maintain areas shown on 30 day cycle during the first week of March, April May, June, September, and first or second week of December; and/or on a per cycle basis according to map or as directed by City Staff.</i>	6		
Cross Country Trail			
<i>Mow on a 30 day cycle during March, June, September and last week of November or as directed by City Staff.</i>	4		
Fire Ant Control along trails and bird blind area	12		
	Sub-Total Charro Ranch Park Base Bid		

Sports and Recreation Park "SRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Trails, Basketball Court, Volleyball Court, Fitness Station, Park Road, Concessions /Restroom Buildings			
<i>Maintain all areas on 14 day cycle during the months of April, May, June and July; include weed control and raking the VB court. (8 Cycles)</i>	8		
<i>Maintain all areas once per month (on 30 day cycle) during the first week of February, March, July, September, October and first or second week of December and/or as directed by City. (6 cycles)</i>	6		
SRP Playscape			
<i>Mow, trim, remove clippings and rake playground mulch monthly.</i>	12		
Fire Ant Control along trails, picnic areas, playground, and restrooms	12		
Adult Softball Fields Perimeter			
<i>Maintenance of perimeter of adult softball fields. Mow, trim and remove clippings with blower once per month (on a 30 day cycle) in October, November, December, January and February, 14 day cycle in March, April, May, June, July, August and September. (19 Cycles).</i>	19		
	Sub-Total Sports and Recreation Park Base Bid		
<i>Bid Alternate</i> – Maintain infields on the baseball field, softball field and two adult softball fields. Infields must have a uniform surface (including batters box and pitchers mounds) and are free of lips, holes, and trip hazards. Infields are free of weeds, grass, rocks, dirt clods and debris. Dragging of all infields to take place 3 times a week (Monday, Wednesday and Friday) March through May and September through November. (6 months @ 4 weeks @ 3 days/week = 72 cycles) Dragging of all infields to take place 1 time a week (Friday) December through February and June through August. (6 months @ 4 weeks @ 1 day/week = 24 cycles) Pitcher mounds are repaired and re-build on an as needed basis.	72		

<i>Bid Alternate</i> - Mow, trim and edge, remove clippings with blower on baseball field, softball field and two adult softball fields on a 14 day cycle from March through September (14 cycles) and 30 day cycle from October through February (5 cycles).	19			Item # 7.
<i>Bid Alternate</i> – Aerating, applying fertilizer and pre and post emergent herbicides throughout the year. Overseed as needed and/or requested by the City.	12			
	Sub-Total Sports and Recreation Park with Softball Field Bid Alternate			

Founders Memorial Park "FMP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance, Park Road, Playscape, Park Trails, and Common Areas,			
<i>Maintain areas on 14 day cycle in the months of April, May & June. (6 Cycles).</i>	6		
<i>On 30 day cycle, maintain during the first week of February, March, July, August, September, October and first or second week of December; and/or on a per cycle basis as directed by City. (7 cycles)</i>	7		
FMP Playscape			
<i>Mow, trim, remove clippings and rake playground mulch monthly.</i>	12		
Fire Ant Control along trails, picnic areas, playground, and restrooms	12		
	Sub-Total Founders Park Base Bid		
<i>Bid Alternate - Mow, trim and edge, remove clippings with blower on two football fields and multi-use area in between the football fields on a 14 day cycle from March through September (14 cycles) and 30 day cycle from October through February (5 cycles).</i>	19		
<i>Bid Alternate – Aerating, applying fertilizer and pre and post emergent herbicides throughout the year. Overseed as needed and/or requested by the City.</i>	12		
	Sub-Total Founders Park with Football Fields Bid Alternate		

Dripping Springs Ranch Park “DSRP”	Number of Cycles	Per Cycle Cost	Annual Total
DSRP “A” section - Park Trails, Ranch House, Park Road, Common Areas			
<i>Maintain all areas once per month (30 day cycle), during the first week of March, April, May, June, September, and last week of November and on a per cycle basis as requested by the City.</i>	6		
DSRP “B” section – Playscape, Park Sign, Outdoor Arena			
<i>Maintain all areas on 14 day cycle, March, April, May, June, September, October and on a per cycle basis as requested by the City (12 Cycles).</i>	12		
DSRP “C” section – Slope adjacent to the Event Center			
<i>Maintain all areas on 14 day cycle, during the first week of March, April, May, June, September, and last week of November and on a per cycle basis as requested by the City (11 Cycles).</i>	11		
Fire Ant Control along trails, picnic areas, playground, and Ranch House	12		
	Sub-Total DSRP Base Bid		

Total All Bid Options	Annual Total
Subtotal All Parks Base Bid	
Subtotal All Bid Alternates	
Total All Parks with All Bid Alternates	



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

Submitted By: Laura Mueller, City Attorney; Casey Sclar, P3Works, LLC.

Council Meeting Date: July 2, 2024

Agenda Item Wording: **Approval of an Ordinance of the City Council of the City of Dripping Springs, Texas accepting and approving an Annual Service Plan Update to the Service and Assessment Plan and an updated Improvement Area #1 Assessment Roll for the Heritage Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.**

Agenda Item Requestor: P3Works, LLC

Summary/Background: The Heritage project is approximately 189 acres located in the heart of Dripping Springs. The Heritage Public Improvement District was created pursuant to the PID Act on November 14, 2017 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On June 6, 2023, the City approved the 2023 SAP for the District which approved the levy of Assessments for Assessed Property within Improvement Area #1 of the District and approved the Assessment Roll.

Pursuant to the PID Act, the 2023 SAP must be reviewed and updated annually. The document associated with this Ordinance is the Annual Service Plan Update for 2024.

The 2024 Annual Service Plan Update also updates the Assessment Roll for 2024 along with providing updates on the status of improvements and home sales. No new Assessments are associated with this Annual Service Plan Update which serves as a routine update, with no major changes.

Recommended Council Actions: Approval of the Ordinance.

Attachments: 2024 Annual Service Plan Update.

Next Steps/Schedule: If approved the Ordinance must be recorded in the real property records of Hays County within 7 calendar days.

State of Texas: No limit.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2024 - ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND AN UPDATED IMPROVEMENT AREA #1 ASSESSMENT ROLL FOR THE HERITAGE PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Heritage project is approximately 189 acres located in the heart of Dripping Springs. The Heritage Public Improvement District was created pursuant to the PID Act on November 14, 2017, by the City Council to finance certain Authorized Improvements for the benefit of the property in the District; and

WHEREAS, on June 6, 2023, the City approved the 2023 SAP for the District which approved the levy of Assessments for Assessed Property within Improvement Area #1 of the District and approved the Assessment Roll; and

WHEREAS, pursuant to the PID Act, the 2023 SAP must be reviewed and updated annually. The document associated with this Ordinance is the Annual Service Plan Update for 2024; and

WHEREAS, the 2024 Annual Service Plan Update also updates the Assessment Roll for 2024 along with providing updates on the status of improvements and home sales. No new Assessments are associated with this Annual Service Plan Update which serves as a routine update, with no major changes; and

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

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

1. FINDINGS OF FACT.

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

2. ENACTMENT.

The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance

therewith, including the filing of the service and assessment plan and updating the improvement area #1 assessment roll for the heritage public improvement district.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. NOTICE TO COUNTY

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 2ND day of July 2024 by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions/recusals) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary



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

Submitted By: Riley Sublett, Maintenance Director

Council Meeting Date: July 2nd, 2024

Agenda Item Wording: **Approval of the purchase agreement between the City of Dripping Springs and Vermeer Texas-Louisiana for a Vermeer BC1000XL Chipper.**

Agenda Item Requestor: Riley Sublett, Maintenance Director

Summary/Background: In February 2023, the City of Dripping Springs experienced Ice Storm Mara, prompting a thorough assessment of our community's needs for enhanced emergency response capabilities. Following this natural disaster, the City faced challenges in efficiently clearing City Rights-of-Way (ROWs) due to the unavailability of suitable equipment for rent.

To address these critical operational gaps and ensure swift response to future natural disasters, the Emergency Management Coordinator and Maintenance Director recommends approving the purchase agreement with Vermeer Texas-Louisiana for a Vermeer BC-1000XL Chipper. This procurement, totaling \$51,750.00, represents the best available quote sourced through the Sourcwell Purchasing cooperative. In FY 2024, \$60,000.00 was budgeted for this purchase.

Acquiring this chipper will empower the City of Dripping Springs to manage ROW clearing promptly and efficiently, thereby enhancing our ability to serve and support our citizens during emergencies.

Recommended Council Actions: Approval of the Purchase agreement between the City of Dripping Springs and Vermeer Texas- Louisiana

PURCHASE AGREEMENT

Vermeer BC1000XL Chipper

This Purchase Agreement (the "Agreement") is entered into as of this 3rd day of July, 2024, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Vermeer Corporation doing business as Vermeer Texas-Louisiana (the "Seller").

In consideration of the mutual covenants contained herein, the City and Seller agree as follows:

1. Description of Goods

The Seller agrees to sell, and the City agrees to purchase, the following goods:

Item: Vermeer BC1000XL Chipper

Specifications: As detailed in Attachment "A" (attached specifications sheet).

Quantity: 1

2. Purchase Price

The total purchase price for the goods, including the protection plan, is \$51,750.00, as detailed in Attachment "B".

3. Sourcewell Contract

Seller represents and warrants that it is a recognized vendor under the Sourcewell Purchasing Cooperative and that it is in full compliance with the terms and conditions of the Sourcewell Purchasing Cooperative Agreement, Contract Number 030923-VRM, which is incorporated herein by reference and available at <https://files.sourcewell.org/public/Shared Documents/Solicitations/030923-10652/030923-VRM/Contract Documents/Vermeer Contract 030923.pdf> (the "Sourcewell Contract"). Any conflicts between the terms of this Agreement and the Sourcewell Contract shall be resolved in favor of the terms most favorable to the City. Subject to the foregoing, Seller agrees to adhere to all pricing, terms, and conditions as outlined in the Sourcewell Contract, including but not limited to:

- (a) **Pricing:** The Seller guarantees that the pricing for all goods and services provided under this Agreement shall not exceed the prices set forth in the Sourcewell Contract.
- (b) **Terms and Conditions:** The Seller shall comply with all terms and conditions as specified in the Sourcewell Contract, including delivery, installation, and warranty provisions.
- (c) **Audit and Inspection Rights:** The City reserves the right to audit the Seller's records and inspect facilities to ensure compliance with the Sourcewell Contract.

- (d) **Reporting Requirements:** The Seller shall provide any necessary reports or documentation required by Sourcewell or the City to verify compliance with the Sourcewell Contract.

4. **Warranty**

The Seller warrants that the goods delivered under this Agreement shall be free from defects in material and workmanship for a period of 1 year from the date of delivery.

5. **Sales Tax Exemption.**

The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Seller acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Seller in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

6. **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:

Attention: City Administrator
City of Dripping Springs City
P.O. Box 384
Dripping Springs, TX 78620

For the Seller:

Vermeer Texas-Louisiana
162 Commercial Drive
Buda, TX 78610

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.

7. **Miscellaneous.**

- (a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- (b) **Amendment.** This Agreement may only be amended in writing signed by both parties.
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (d) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

- (e) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY:

City of Dripping Springs

THE SELLER:

Vermeer Corporation dba Vermeer Texas-Louisiana

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

ATTACHMENT "A"



BC1000XL BRUSH CHIPPER



OPERATOR SAFETY. Combined with the patented bottom feed stop bar is the four-position upper feed control bar with dual stop positions and forward/reverse feed positions. Mounted over the feed table, it enables the operator to stop the feed rollers and select forward or reverse operations. Dual reset/hold-to-run buttons allow the operator to readily reset the bottom feed stop bar.

ECOIDLE™

ECOIDLE™ ENGINE CONTROL SYSTEM. The EcoIdle engine control system can help aid in noise reduction, as well as help consumer less fuel if the feeding process has frequent interruptions.



SMARTFEED. The patented SmartFeed system helps increase operator productivity while reducing strain on vital engine parts. The feedsensing control system monitors engine rpm and automatically stops and reverses the feed roller when feeding larger, hardwood material.



LARGE FEED OPENING. A large rectangular 12 in x 17 in (30.5 cm x 43.2 cm) feed opening helps boost productivity by reducing the need to trim material before feeding it into the chipper.



EXTENDED WARRANTY. The 3-year/3000-hour extended limited warranty on drum housing, cutter drum, shaft and hubs offers peace of mind, in addition to the 1-year/1000-hour Vermeer equipment limited warranty.



CLUTCHLESS PTO. The throttle integrated with the belt drive engagement process helps ensure that the PTO can only be engaged while the engine is at low idle/low rpm. Automatically, the engine throttles up to full rpm after the belt drive is fully engaged. This system helps to reduce premature wear to the belt drive system by preventing high idle engagement of the cutter drum.

   VERMEER.COM

Vermeer

**EQUIPPED TO
DO MORE.**

BC1000XL BRUSH CHIPPER

GENERAL

Length: 160 in (404.6 cm)

Width: 66.5 in (168.9 cm)

Height: 101 in (256.5 cm)

Weight: 4,995 lb (2,265.7 kg)

ENGINE OPTION ONE

Make and model: Deutz D2.9L Tier 4 Final

Horsepower: 49 hp (36.5 kW)

Max torque: 108 ft-lb (146.2 Nm)

Fuel type: Diesel

Number of cylinders: 4

Cooling medium: Liquid

ENGINE OPTION TWO

Make and model: Deutz TD2.9L Tier 4 Final

Horsepower: 74 hp (55 kW)

Max torque: 181 ft-lb (245.4 Nm)

Fuel type: Diesel

Number of cylinders: 4

Cooling medium: Liquid

FEED SYSTEM

Chipping capacity (max): 12 in (30.5 cm)

Infeed opening height: 12 in (30.5 cm)

Infeed opening width: 17.5 in (44.5 cm)

Feed roller orientation: Single horizontal

Feed table height: 26 in (66 cm)

Feed speed (max): 122 fpm (37.2 m/min)

Feed roller dimensions: 20 in x 17 in (50.8 cm x 43.2 cm)

CUTTING SYSTEM

Drum dimensions: 22 in diameter x 20 in wide
(55.9 cm x 50.8 cm)

Drum speed: 2126 rpm

Knives: Two A8 chipper steel reversible

Shear bar: Four usable edges

Engagement system: Clutchless belt drive PTO

CAPACITIES/ELECTRICAL

Fuel tank: 25 gal (94.6 L)

Hydraulic tank: 7 gal (26.5 L)

Hydraulic flow (max): 2.85 gpm (10.8 L/min)

Electrical: 12 Volt

Lights: LED stop, turn, tail, license

CHASIS/BRAKES

Frame: .25 in x 7 in (63.5 cm x 17.8 cm) Z channel

Tires: ST235/80/R16 load range E

Axle/Suspension: 5,200 lb (2359 kg)/Torsion

Optional axle/suspension: 7,000 lb (3,175.1 kg)/Torsion

Electric brakes with breakaway switch

OPTIONS

Extended warranty

Special paint

Planned maintenance

Vermeer Confidence Plus® Asset Protection Program

Hydraulic surge brakes

Tree Commander™ remote control

NOTES:

Vermeer Corporation reserves the right to make changes in engineering, design and specifications, add improvements, or discontinue manufacturing at any time without notice or obligation. Equipment shown is for illustrative purposes only and may display optional accessories or components. Please contact your local Vermeer dealer for more information on machine specifications. Vermeer, the Vermeer logo, Equipped to Do More, EcoDIE, Tree Commander and Vermeer Confidence Plus are trademarks of Vermeer Manufacturing Company in the U.S. and/or other countries. Deutz is a trademark of Hockner-Humboldt-Deutz Corporation. © 2023 Vermeer Corporation. All Rights Reserved. Printed in the U.S.A. Please recycle.



ATTACHMENT "B"



Sales Rep Scott Shuffield
 Phone 512-461-2290
 Email scotts@vermeertexas.com

QUOTATION

To: City of Dripping Springs

511 Mercer St

Dripping Springs TX 78620

CLEAR FIELDS

SAVE QUOTE

Date	Sales Rep	Proposed Delivery Date	Terms
6/24/2024	Scott Shuffield	TBD	
Quantity	Description	Amount	
1	Vermeer BC1000XL 12" Chipper	\$57,500.00	
	2-5/16 Bulldog Style Hitch		
	74 hp Diesel- 1Year/1000hrs. Warranty		
1	Sourcewell -10% Discount- Contract # 030923-VRM	-\$5,750.00	
	Purchaser # 219392		
Total this page (Freight, Taxes, and Other Charges may be extra)			\$51,750.00

Quote Acceptance / Sign Here _____

Branch Buda, Tx Phone 512-884-5522 Online: www.VermeerTexas.com



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

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

Council Meeting Date: July 2, 2024

Agenda Item Wording: **Approval of a Resolution acknowledging the Dripping Springs Water Supply Corporation's release of the Anarene West RR 12 properties to the City for Water Service.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Bill Foulds, Jr.

Summary/Background: The City and the Dripping Springs Water Supply Corporation (“DSWSC”) are parties to the Settlement Agreement and Water and Wastewater Service Agreement by and between the City and DSWSC (effective May 28, 2002). Exhibit “A” of the Settlement Agreement identifies certain geographic areas where retail water service will be provided by either the DSWSC or the City, and for which one of the Parties will have the primary right as between the Parties to provide water service. The City has already arranged to provide retail water service to the Anarene subdivision (most of which is in our Service Area). The Anarene West property, however, falls within the DSWSC’s Service Area.

It makes sense to allow the City to be the water provider for the entire subdivision. We relinquished some property (Big Sky) in the past to DSWSC when it made more sense for DSWSC to be the retail water provider.

The DSWSC agreed, and on June 24, 2024, the DSWSC voted 4-1 in favor of a motion to relinquish the Anarene West Property to the City. This Resolution memorializes the fact that the City will accept the Anarene West Property.

Commission Recommendations: Approved by the Dripping Springs Water Supply Corporation.

Recommended Council Actions: Approval

Attachments: Resolution and Exhibit.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF DRIPPING SPRINGS ACCEPTING
THE ANAREND WEST PROPERTY INTO THE CITY'S RETAIL
WATER SERVICE AREA**

WHEREAS, the City and the Dripping Springs Water Supply Corporation ("DSWSC") are parties to the Settlement Agreement and Water and Wastewater Service Agreement by and between the City and DSWSC (effective May 28, 2002) (hereafter "Settlement Agreement"); and

WHEREAS, Exhibit "A" of the Settlement Agreement identifies certain geographic areas where retail water service will be provided by either the DSWSC or the City, and for which one of the Parties will have the primary right as between the Parties to provide water service pursuant to Article I of the Settlement Agreement ("Service Areas"); and

WHEREAS, the City desires to provide retail water service to the property that is identified as "Anarene" in the portions of the map that are west of Ranch Road 12 on the attached Exhibit "1" (hereafter "Anarene West Property"); and

WHEREAS, pursuant to the Settlement Agreement, the Anarene West Property was in DSWSC's Service Area; and

WHEREAS, it is in the best interest of the citizens of the City and the Anarene West Property for the Anarene West Property to be in the City Service Area; and

WHEREAS, it is in the best interest of the citizens of the City and the Anarene West Property for the Anarene West Property to be in the City Service Area; and

WHEREAS, on June 24, 2024, at a duly called and noticed meeting, the DSWSC voted 4-1 in favor of a motion to relinquish the Anarene West Property to the City.

NOW, THEREFORE, for value received, including the mutual promises and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, AS FOLLOWS:

- 1. Findings of Fact:** The facts and foregoing recitals in the preamble of this Resolution are true and correct and are incorporated as findings of fact.

2. **Water Service Area Transfer:** The City accepts the Anarene West Property into the City's Service Area in accordance with the Settlement Agreement.
3. **Water Agreement:** Nothing in this Resolution changes the need for or the obligations contained in a Water Agreement for the Anarene West Property.
4. **Effective Date:** This Resolution shall become effective from and after the date of its passage.
5. **Meeting:** The Meeting at which this Resolution was passed was open to the public, and the public notice of date, time, and purpose of the meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551.

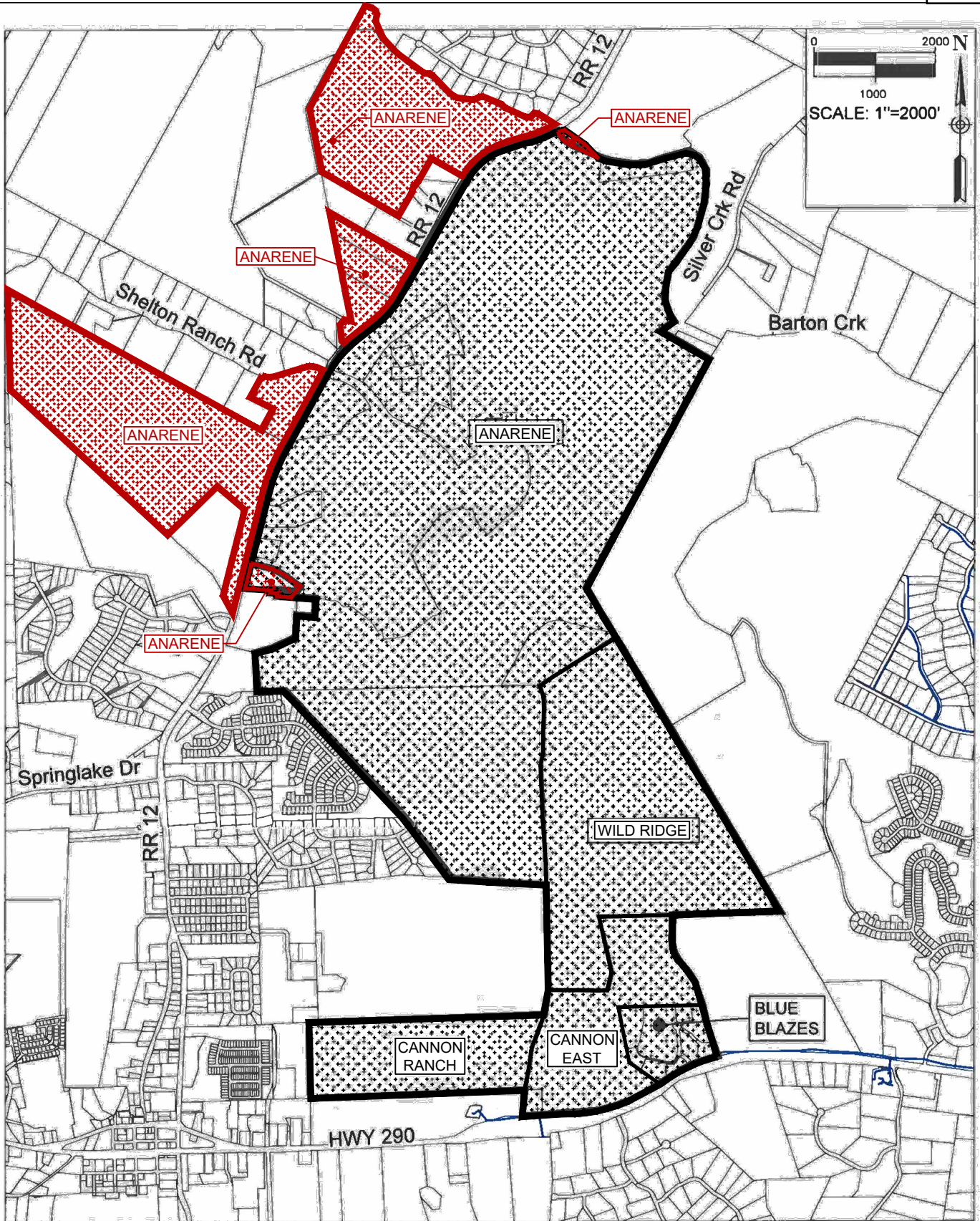
PASSED AND APPROVED ON this 2nd day of July, 2024.

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

EXHIBIT 1



Murfee Engineering Company
Texas Registered Engineering Firm F-353
1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 337-8294

CITY OF DRIPPING SPRINGS SERVICE AREA

EXHIBIT E-1
Page 55 of 56
2-27-2024

JOB NO.	11-051-174	DESIGNED BY:	GWM
DATE:	3/29/2024	DRAWN BY:	RLW
TAB:	A5000	CHECKED BY:	GWM
\\W1\CP\A\EXHIBITS\0005-SERVICE-AREA_EX08-B_TX03-CF 240227.dwg(A2000)			



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

Submitted By: Andrew Binz, PCS Director

Council Meeting Date: July 2, 2024

Agenda Item Wording: Discuss and consider a recommendation to City Council to select Halff Associates to be the consultant for the Parks, Recreation & Open Space Master Plan Update, and to authorize the City Administrator to negotiate a Professional Services Agreement between the City of Dripping Springs and Halff Associates for the Master Plan Update.

Agenda Item Sponsor: Taline Manassian

Summary/Background: The 2014 - 2024 Parks, Recreation & Open Space Master Plan was approved by City Council in March of 2015 and is due to be updated. A Request for Qualifications was advertised in February 2024 and nine firms submitted Statements of Qualifications (SOQs). All nine SOQs were scored by city staff and two firms were selected for an interview. An interview panel of city staff and a Parks & Recreation Commissioner conducted the interviews and a recommendation to negotiate a professional services agreement with Half for the procurement of the Parks, Recreation & Open Space Master Plan update was determined.

Commission Recommendations: The Parks and Recreation Commission approved the recommendation at their June 20th meeting.

Recommended Council Actions: Approve the selection Halff Associates to be the consultant for the Parks, Recreation & Open Space Master Plan Update, and to authorize the City Administer to negotiate a Professional Services Agreement between the City of Dripping Springs and Halff Associates for the Master Plan Update.

Attachments: PCS Park, Recreation & Open Space Master Plan RFQ.
 Halff Associates Statement of Qualifications.

Next Steps/Schedule: Negotiate a Professional Services Agreement with Halff Associates for the Parks, Recreation & Open Space Master Plan. Bring the negotiated Professional Services Agreement between the City of Dripping Springs and Halff Associates back to City Council for approval.



**City of Dripping Springs, Texas
Parks, Recreation, & Open Space Master Plan
Request for Qualifications**

The City of Dripping Springs is seeking qualifications from professional landscape architect/engineering and technical service firms with experience in the parks and recreation industry to provide a comprehensive Parks, Recreation, and Open Space Master Plan.

The Applicant awarded the contract is referred to herein as “the Consultant.”

Sealed Statements of Qualifications marked “City of Dripping Springs Parks, Recreation, and Open Space Master Plan” must be submitted in one (1) original, five (5) copies, and one (1) electronic copy (in PDF format) by email and shall be delivered to:

**City of Dripping Springs, Texas
Attn: Andrew Binz, Parks and Community Services Director
511 Mercer Street or P.O. Box 384
Dripping Springs, Texas 78620**

The sealed STATEMENTS must be in a standard statement of qualifications format, and each statement must include a response to each item in the RFQ in the order given.

Qualifications are due on **April 23, 2024, at 3 p.m.** RFQs will be opened by City Staff at that time. Submittals will become public, as required by the Public Information Act, after the contract is awarded and executed. This Request for Qualifications includes the proposed contract terms/conditions, and a detailed scope-of-work.

If additional information is requested, please email questions to Andrew Binz, Parks and Community Services Director, at abinz@cityofdrippingsprings.com with “**City of Dripping Springs Parks, Recreation, and Open Space Master Plan**” in the subject line. RFQs may be viewed online at the City’s website at www.cityofdrippingsprings.com/requestforbids.

THE DEADLINE FOR SUBMITTING STATEMENTS OF QUALIFICATIONS
IS April 23, 2024.

Please clearly mark the outside of your sealed envelope as “Statement of Qualifications for Parks, Recreation, and Open Space Master Plan RFQ.” STATEMENTS OF QUALIFICATIONS MAY NOT BE FAXED. Statements of Qualifications received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Dripping Springs is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any submittal in the City Hall shall be the official time of receipt.

The Statement of Qualifications filed with the City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud; and shall thereafter remain on file with the City.

Schedule of Events:

The following Schedule of Events represents the estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Request for Qualifications	February 8, 2024
RSVP for Optional Pre-Submittal Conference Due	March 6, 2024
Optional Pre-Submittal Conference*	March 26, 2024
Last Day for Applicants to Submit Written Questions	April 5, 2024
Answers Provided	April 16, 2024
Statement of Qualifications Due Date	April 23, 2024

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendments (answers/addenda) to this solicitation will be sent by email to interested parties who have contacted the Parks and Community Services Director and requested a copy of this RFQ.

*Attendance of the pre-submittal meeting is not mandatory; however, it is highly recommended as the preferred method of asking questions and receiving information.

REQUEST FOR QUALIFICATIONS – PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

Community and Project Background:

Dripping Springs is a thriving and growing city in northern Hays County just west of Austin. The current population is 7,057 within the city limits (July 2022 estimate). With beautiful open spaces and friendly faces, we are your first adventure into the Texas Hill Country. We are one of the fastest growing cities in Texas, yet we maintain that wonderful Texas friendliness and small-town community feel that continues to draw visitors, residents, and businesses. We are rich with history that is wonderfully combined with amazing parks, recreation, shopping, live music, craft breweries, wineries, and more. We were the first city in Texas – and the sixth one in the world – to be designated as an International Dark Sky Community, a unique distinction we work diligently to maintain. Along with our beautiful night skies, other distinctions include being the Wedding Capital of Texas, and a Film-friendly and Music-friendly community. In February of 2022, Dripping Springs was also designated as a Bird City Texas community. All of this combines to make Dripping Springs one of the best places to live, work, and play in Texas.

Parks & Community Services:

The City of Dripping Springs created the Parks & Community Services Department (PCS) to foster community by preserving parks and open spaces, to connect people with our rich natural resources and cultural history, and to offer engaging programs and events.

With more than 570 acres of parkland that serves approximately 25,000 residents in Dripping Springs and its surrounding communities, PCS oversees parks, facilities, events, and activities. The park system includes the premier 110-acre Dripping Springs Ranch Park and Event Center, the historic 33-acre Founders Memorial Park, the 65-acre Charro Ranch Park, and the 40-acre Dripping Springs Sports and Recreation Park. Along with the recently added 300-acre Rathgeber Natural Resource area, PCS currently maintains more than ten miles of trails for hikers, cyclists, and horseback riders. The system features athletic fields, volleyball, and basketball courts, play structures, primitive camping, and the Founders Memorial Park Pool. In the summer of 2024, a 9,000 square foot skatepark will be added to Founders Memorial Park. Both Dripping Springs Ranch Park and Charro Ranch Park feature bird blinds and education about native flora and fauna to foster nature immersion.

PCS events include Rodeos and Equestrian Events, Western Wonderland Ice Skating, Merchant Conventions and Shows, Christmas on Mercer, and the Founders Day Festival that celebrates the rich history of Dripping Springs. Activities include Coyote Kids day camp, Tween Scene, Skate Night, Star Parties, Family Campouts, and Movie Nights, as well as a variety of educational activities, and the weekly Farmers Market has been named best-in-Texas in three of the last six years.

Goals:

The City of Dripping Springs Parks & Community Services Department is soliciting professional consulting services in the creation of an updated, comprehensive Parks, Recreation, and Open Space Master Plan for 2024-2034. This project is intended to serve as a guide for policy decisions; prioritizing and balancing demands and opportunities; and providing a framework for evaluating future land acquisitions, park improvements, and other expenditures of public funds for parks and recreational activities.

The outcome of the Parks, Recreation, and Open Space Master Plan will be a long-range plan for park improvements that will enable multi-year planning for capital investments to occur. The plan will also guide development of shared programming and educational opportunities and identify new and expanded locations for providing services in partnership with the educational community and the arts community. The plan will align new investments with a strong community-driven mission and vision that integrates Dripping Springs' strong pursuit of parks, recreation, the arts, and environmental education.

The Parks, Recreation, and Open Space Master Plan should be developed under working knowledge of several other plans completed within the city, including:

- 2011 Charro Ranch Park Master Plan;
- 2014 Parks, Recreation, and Open Space Master Plan;
- 2016 Dripping Springs Comprehensive Master Plan;
- 2017 Dripping Springs Ranch Park Master Plan;
- 2018 Founders Memorial Park Master Plan;
- 2020 City Wide Trail Plan;
- 2021 Transportation Master Plan; and
- 2024 Dripping Springs Comprehensive Master Plan Draft– Reimagine Dripping Springs Initiative.

Scope of Services:

- Integrate Commission for Accreditation of Park and Recreation Agencies (CAPRA) objectives, methods, and standards into the Master Plan where applicable, and make recommendations on actions with the goal of achieving CAPRA certification.
- Conduct a community-wide (City and ETJ), quality-based, and statistically valid survey to gather information from a valid representative random sample of the community.
 - Conduct a minimum of 10 focus group interviews.
 - Facilitate 5 outreach/pop-up sessions with residents.
- Establish a Mission Statement, Goals and Objectives, and a Vision Statement for the Parks & Community Services Department.

- Compile an inventory of existing City of Dripping Springs parks, facilities, recreational programs, services, and amenities.
 - Compile an inventory of existing park and recreation facilities, programs, and services within the service area provided by the DSISD and other alternative public, private, and non-profit providers.
 - Provide a comparative analysis of similar communities.
- Provide a Needs Assessment based on the inventory, analysis, and the community's desires and needs.
 - Provide and prioritize a comprehensive list of improvement, expansion, or replacement projects for existing park and recreation sites.
- Provide a Recreation and Leisure Trends analysis.
- Provide a Strategic Plan to support the goals and objectives, priorities and initiatives of the Parks & Community Services Department and implement the Parks, Recreation, and Open Space Master Plan.
 - The Strategic Plan should include the following:
 - Cost recovery models for park amenities, buildings, facilities, and recreational programs.
 - Identify new and long-term funding sources.
- Review and provide recommendations for the acquisition of lands for park, recreation, conservation, and historical-cultural purposes.
 - Review and provide recommendations on the Parkland Dedication and Development Ordinance including a comparison of fees with similar cities.
 - Identify potentially available land for acquisition based on the 2024 Comprehensive Master Plan.
- Provide Level of Service Standards for the provision of land, facilities, and services within the City of Dripping Springs.
 - Examples include but are not limited to:
 - Number of facilities per resident;
 - Facilities available within a designated travel distance and travel time;
 - Percent of population that have a park within a 10 – minute walk; and
 - Percent of parkland connected to the trail network.

Add Alternatives:

- Provide Parks Maintenance and Operations Management Standards.
 - Define appropriate maintenance levels for park amenities such as athletic fields/courts, skatepark, aquatic facility, playgrounds, and open space.
 - Maintenance equipment life cycle analysis and replacement schedules.
 - Staffing levels.
 - Financial Analysis.

- Provide a One Page Master Plan and Conceptual Plans for the following parks:
 - Founders Memorial Park;
 - Dripping Springs Sports & Recreation Park;
 - Dripping Springs Ranch Park; and
 - Arrowhead Ranch Park.
- Update Trails Maps and Provide a Cohesive Design for the following parks.
 - Charro Ranch Park;
 - Dripping Springs Ranch Park;
 - Dripping Springs Sports & Recreation Park; and
 - Founders Memorial Park.
- Provide a Natural Resource Management Plan
 - Create environmental protection procedures for the following:
 - Erosion Control;
 - Wildlife and Habitat Preservation; and
 - Protection of water supply reservoirs and water recharge areas.
 - Update or provide Tree Surveys of all park properties.
 - Incorporate Bird City and Dark Sky Community requirements.
- Historical & Cultural Resource Management Plan
 - Provide an inventory of historical and cultural resources and how they will be managed.

Submission Requirements:

Statement of Qualifications should include a concise description of all project experiences as they relate to the scope of services outlined above and must clearly exhibit the consultant's expertise and success in developing Master Plans for municipalities with size and demographics similar to Dripping Springs. The following are specific requirements for the submittal, but additional relevant information may be submitted for consideration.

1. Brief overview of the firm, including number of technical and support staff.
2. List of master plans completed over the past 5 years that are similar to the proposed project.
3. Identify the key project management personnel, their roles and responsibilities for this project, qualifications, and experience (resumes).
4. Identify any outside consultants to be used and provide the information requested in item #3 for anyone who would be contracted to assist with this project.
5. Describe your firm's process, planning methodology, and approach for the project and how it will accomplish the scope of services requested. Include a proposed timetable in calendar days for each phase of the project and total time for completion.

6. Describe your knowledge of, and experiences with, the City of Dripping Springs, including previous work completed and understanding of current needs and challenges related to quality-of-life issues in the community.
7. Describe any additional experience, philosophy, approach, or awards received that would demonstrate your firm's unique ability to perform the work requested. Specialties and strengths of your firm should be emphasized along with a statement of why your firm should be selected.
8. Submit a statement of the firm's current combined insurance coverage.
9. Submit 5 bound copies and one electronic copy of your proposal.

The qualifications will be reviewed by staff to ensure all criteria have been met.

Selection Criteria:

Candidates will be reviewed and possibly interviewed by members of the City Council, Parks & Recreation Commission, and staff. Selected firms will advance for a final presentation and interview with members from City Council, Parks and Recreation Commission, and staff.

The selection will be based on the evaluation of the Statement of Qualifications submitted, and the interviews, if they are held. The City will evaluate the submitted Statements of Qualifications and interviews based on, but not limited to, the following criteria, with the maximum possible points allowed for each.

The City will follow Federal and State law including Chapters 171 and 176 of the Texas Local Government Code and Article 2.02 of the City of Dripping Springs Code of Ordinances.

Each Qualification will be evaluated using the following criteria:

- Experience and credentials of firm and project team. (25 Points)
- Demonstrated successful completion of similar projects. (25 Points)
- Quality of qualifications and overall project understanding and approach. (20 Points)
- Knowledge of Dripping Springs' current needs and challenges. (15 Points)
- Completeness of the information provided. (15 Points)

Total: 100 Points

General Requirements:

A. Independent Consultant or Consultants

The selected Consultant or Consultants shall not be an employee or officer of the City. The Consultant will act as an independent contractor and acquire no rights or benefits offered to employees of the City, its departments, or agencies.

- B. General Liability Insurance/Professional Liability – See attached “City of Dripping Springs Contractor Insurance Requirements.”
- C. Conflict of Interest Affidavit as required by Chapter 176.
- D. Certificate of Interested Parties (1295) as required by Section 2252.908 of the Texas Government Code.

Proposal Submittal Deadline and Selection Process:

- A. The deadline for submission is April 23, 2024, at 3:00 p.m., and must be received at the City of Dripping Springs City Hall (511 Mercer St.). Qualifications should be delivered and be in a sealed envelope or box marked “Parks, Recreation, and Open Space Master Plan RFQ”.

STATEMENTS OF QUALIFICATIONS RECEIVED AFTER 3:00 P.M. WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. NO EXCEPTIONS.

- B. One (1) Original and five (5) copies and one (1) electronic copy (in PDF format) emailed, of the Statement of Qualifications are required.
- C. Applicants are encouraged to verify that the City of Dripping Springs agency contact, the Director of Parks and Community Services, has received Qualifications. Any Qualifications received after the deadline will not be accepted.
- D. Opening of Statements of Qualifications will begin at 3:10 p.m. at Dripping Springs City Hall.

Award:

1. The City reserves the right to reject any or all Applicants.
2. After evaluations are complete, the City will rank the Applicants by total score, with the highest total score reflecting the best and most qualified Applicant. The City will enter into negotiations for compensation and other relevant issues with the Applicant deemed the best and most qualified.
3. In the event the City is unable to negotiate a mutually acceptable contract with the selected Applicant, it reserves the right to terminate negotiations with the first choice and enter into

negotiations with the following choice, and so on until the City enters into a Contract with a qualified firm.

Written Agreement:

The chosen Consultant will be required to negotiate a written agreement with the City.

Omissions & Questions:

Should this solicitation fail to contain sufficient information in order for interested Applicants to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested Applicant may in writing request clarification from the Director of Parks and Community Services no later than 10:00 am on April 5, 2024. The interested Applicant shall email a copy of the written clarification request to the Director of Parks and Community Services Andrew Binz, abinz@cityofdrippingsprings.com. Questions and answers of a substantial nature will be addressed in an addendum, posted on the City's website for all interested parties.

Pre-Submittal Conference*:

Date: Tuesday, March 26, 2024
 Time: 1:00 p.m.
 Location: City of Dripping Springs City Hall
 511 Mercer St.
 Dripping Springs, TX 78620

*Attendance of the pre-submittal meeting is not mandatory; however, it is highly recommended as the preferred method of asking questions and receiving information.

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

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

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

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

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

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Professional Liability minimum limits of \$1,000,000.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 combined single limit.



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator

Date: July 2, 2024

RE: FY 2024 Proposed Budget Amendment #7

General Fund:

Expenditures:

- Downtown Bathroom has increased **\$200,000.00** (From \$200,000.00 to \$400,000.00)
 - This proposed increase is to provide additional funding for the installation of the Downtown Restroom facilities being considered at the July 2, 2024 Regular Council Meeting.
- Debt Payment 2024 has decreased **\$367,000.00** (From \$367,000.00 to \$0.00)
 - The first payment on the Series 20204 Debt issues for the purchase of the Development Services building was anticipated to be made in FY 2024. The payment schedule has the first payment due in December 2024, which will be in FY 2025.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2024-_____

BUDGET AMENDMENT

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS
AMENDING THE CURRENT 2023-2024 FISCAL YEAR BUDGET;
FINDING MUNICIPAL PURPOSES; AUTHORIZING
EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2023-2024; and

WHEREAS, the City has had a need to adjust line items in the General Fund; and

WHEREAS, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and

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

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2023-2024 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2023-2024 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

General Fund:

Expenditures:

- Downtown Bathroom has increased **\$200,000.00** (From \$200,000.00 to \$400,000.00)
- Debt Payment 2024 has decreased **\$367,000.00** (From \$367,000.00 to \$0.00)

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. NOTICE TO COUNTY

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was

given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 2nd day of July 2024 by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #7

CITY - GENERAL FUND

Balance Forward	3,712,517.47	3,804,637.39	
Revenue			
AD Valorem	3,389,487.36	3,389,487.36	-
AV P&I	4,000.00	4,000.00	-
Sales Tax	3,800,000.00	3,800,000.00	-
Mixed Beverage	75,000.00	75,000.00	-
Alcohol Permits	9,000.00	9,000.00	-
Fire Inspections	50,000.00	50,000.00	-
Bank Interest	50,000.00	50,000.00	-
Development Fees:			-
- Subdivision	638,875.00	638,875.00	-
- Site Dev	850,000.00	850,000.00	-
- Zoning/Signs/Ord	65,000.00	65,000.00	-
Building Code	1,500,000.00	1,500,000.00	-
Transportation Improvements Reimbursements	240,000.00	240,000.00	-
Solid Waste	45,000.00	45,000.00	-
Health Permits/Inspections	75,000.00	75,000.00	-
Municipal Court			-
Other Income	40,000.00	40,000.00	-
TXF from Capital Improvements			-
TXF DSRP On Call	10,400.00	10,400.00	-
TXF from HOT			-
TXF from WWU			-
TXF from TIRZ	100,558.00	100,558.00	-
TXF from Sidewalk Fund			-
FEMA	-	-	-
CARES Act	-	-	-
Opioid Abatement	-	-	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-
Total	14,654,837.83	14,746,957.75	-
Expense			
Supplies	35,000.00	35,000.00	-
Office IT Equipment and Support	139,499.00	139,499.00	-
Software Purchase, Agreements and Licenses	192,000.00	192,000.00	-
Website	6,800.00	6,800.00	-
Communications Network/Phone	58,395.84	58,395.84	-
Miscellaneous Office Equipment	10,300.00	10,300.00	-
Utilities:			-
- Street Lights	20,000.00	20,000.00	-
- Streets Water	4,000.00	4,000.00	-
- Office Electric	5,500.00	5,500.00	-
- Office Water	650.00	650.00	-
- Stephenson Electric	1,500.00	1,500.00	-
- Stephenson Water	500.00	500.00	-
Transportation:			-
- Improvement Projects	1,140,000.00	1,140,000.00	-
- Street & ROW Maintenance	211,005.00	211,005.00	-
- Street Improvements	660,000.00	660,000.00	-
Office Maintenance/Repairs	19,860.00	19,860.00	-
Stephenson Building Maintenance	550.00	550.00	-
Maintenance Equipment	8,500.00	8,500.00	-
Equipment Maintenance	6,750.00	6,750.00	-
Maintenance Supplies	6,500.00	6,500.00	-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	Change
Fleet Acquisition	361,000.00	361,000.00		-
Fleet Maintenance	78,020.00	78,020.00		-
City Hall Improvements	556,000.00	556,000.00		-
Uniforms	17,500.00	17,500.00		-
Special Projects:				-
- Family Violence Ctr	7,000.00	7,000.00		-
- Lighting Compliance	2,000.00	2,000.00		-
- Economic Development	5,000.00	5,000.00		-
- Records Management	1,220.00	1,220.00		-
- Government Affairs	-	-		-
- Stephenson Parking Lot Improvements				-
- Stephenson Building Rehabilitation	92,025.00	92,025.00		-
- OFR Grant Writer				-
- Planning Consultant	165,000.00	257,119.92		-
- Land Acquisition	10,000.00	10,000.00		-
- Downtown Bathroom	200,000.00	200,000.00	400,000.00	200,000.00
- City Hall Planning	20,000.00	20,000.00		-
Public Safety:				-
- Emergency Management Equipment	79,200.00	79,200.00		-
- Emergency Equipment Fire & Safety	996.00	996.00		-
- Emergency Mgt PR	2,000.00	2,000.00		-
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00		-
- Emergency Management Other	-	-		-
- Animal Control	3,400.00	3,400.00		-
Public Relations	15,300.00	15,300.00		-
Postage	3,500.00	3,500.00		-
TML Insurance:				-
- Liability	27,277.00	27,277.00		-
- Property	48,810.00	48,810.00		-
- Workers' Comp	34,656.00	34,656.00		-
Dues, Fees, Subscriptions	31,500.00	31,500.00		-
Public Notices	2,000.00	2,000.00		-
City Sponsored Events				-
Election	8,000.00	8,000.00		-
Salaries	3,238,716.65	3,238,716.65		-
Taxes	259,605.82	259,605.82		-
Benefits	279,323.88	279,323.88		-
Retirement	185,186.55	185,186.55		-
DSRP Salaries	540,752.60	540,752.60		-
DSRP Taxes	43,887.57	43,887.57		-
DSRP Benefits	66,694.30	66,694.30		-
DSRP Retirement	31,931.44	31,931.44		-
Professional Services:				-
- Financial Services	37,500.00	37,500.00		-
- Engineering	70,000.00	69,242.50		-
- Special Counsel and Consultants	49,000.00	49,000.00		-
- Muni Court	15,500.00	15,500.00		-
- Bldg. Inspector	750,000.00	750,000.00		-
- Fire Inspector	40,000.00	40,000.00		-
- Health Inspector	60,000.00	60,000.00		-
- Architectural and Landscape Consultants	5,000.00	5,000.00		-
- Historic District Consultant	13,500.00	23,000.00		-
- Lighting Consultant	2,000.00	2,000.00		-
- Human Resource Consultant	28,306.00	28,306.00		-
Training/CE	84,158.93	81,666.43		-
Employee Engagement	20,000.00	20,000.00		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	Change
Meeting Supplies	12,700.00	12,700.00		-
Code Publication	5,200.00	5,200.00		-
Mileage	2,000.00	2,000.00		-
Miscellaneous Office Expense	10,000.00	10,000.00		-
Bad Debt Expense	-	-		-
Contingencies/Emergency Fund	50,000.00	50,000.00		-
Coronavirus Local Fiscal Recovery Funds (CLFRF)				-
Debt Payment 2024	367,000.00	367,000.00	-	(367,000.00)
TXF to Reserve Fund	500,000.00	500,000.00		-
TXF AV to TIF	668,644.77	528,625.00		
TXF to TIRZ				-
Sales Tax TXF to WWU	760,000.00	760,000.00		-
SPA & ECO D TXF	218,880.00	218,880.00		-
TXF to DSRP	-	-		
TXF to Capital Improvement Fund	300,000.00	300,000.00		
TXF to Vehicle Replacement Fund	86,010.00	86,010.00		
TXF to WWU				
TXF to Founders Day				
TXF to Farmers Market	16,679.31	16,679.31		
Total	13,128,993.66	13,087,343.81	400,000.00	(167,000.00)

PARKS - GENERAL FUND

Revenue				
Sponsorships and Donations	5,000.00	5,000.00		
City Sponsored Events				
Programs and Events	22,600.00	22,600.00		
Community Service Permit Fees	1,800.00	1,800.00		
Aquatics Program Income	55,300.00	55,300.00		
Pool and Pavilion Rental	20,800.00	20,800.00		
Park Rental Fees	6,000.00	6,000.00		
Reimbursement of Utility Costs				
TXF from HOT Fund	-	-		
TXF from Parkland Dedication	541,480.00	555,840.00	-	
TXF from Parkland Development				
TXF from Landscaping Fund	3,000.00	3,000.00		
TXF from Contingency Funds				
TXF from DSRP				
TXF from CLFRF	-	-		
Total Revenue	655,980.00	670,340.00		-

Expense				
Other	13,320.00	13,320.00		
Park Consultants				
Dues Fees and Subscriptions	3,402.00	3,402.00		
Advertising & Marketing	16,250.00	16,250.00		
Total Other	32,972.00	32,972.00		-

Public Improvements

All Parks	156,500.00	156,500.00		
Triangle Improvement	-	-		
Rathgeber Improvements	215,000.00	215,000.00		
Founders Park	597,000.00	597,000.00		
Founders Pool				
Skate Park	150,000.00	150,000.00		
S & R Park	54,000.00	68,360.00		
Charro Ranch Park	600.00	600.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
Total Improvements	1,173,100.00	1,187,460.00		-
Utilities				
Portable Toilets	7,250.00	7,250.00		
Triangle Electric	500.00	500.00		
Triangle Water	500.00	500.00		
Ranch House Network/Phone	8,568.00	8,568.00		
S&R Park Water	13,000.00	13,000.00		
SRP Electric	2,500.00	2,500.00		
FMP Pool/ Pavilion Water	6,000.00	6,000.00		
FMP Pool//Electricity	5,000.00	5,000.00		
Pool Phone/Network	3,040.00	3,040.00		
FMP Pool Propane	13,250.00	13,250.00		
Total Utilities	59,608.00	59,608.00		-
Maintenance				
General Maintenance (All Parks)	9,000.00	9,000.00		
Trail Washout repairs				
Equipment Rental	1,000.00	1,000.00		
Founders Pool	36,000.00	36,000.00		
Founders Park	17,740.00	17,740.00		
Skate Park Maintenance	500.00	500.00		
S&R	42,920.00	42,920.00		
Charro Ranch Park	9,300.00	9,300.00		
Triangle/ Veteran's Memorial Park	700.00	700.00		
Rathgeber Maintenance				
Total Maintenance	117,160.00	117,160.00		-
Supplies				
General Parks	8,550.00	8,550.00		
Charro Ranch Supplies	1,250.00	1,250.00		
Founders Park Supplies	-	-		
Founders Pool Supplies	40,075.00	40,075.00		
Program and Events	10,950.00	10,950.00		
DSRP & Ranch House Supplies				
Rathgeber Supplies	600.00	600.00		
S&R Supplies	400.00	400.00		
Total Supplies	61,825.00	61,825.00		-
Program Staff				
Camp Staff				
Program Event Staff	27,801.76	27,801.76		
Aquatics Staff	130,642.09	130,642.09		
Total Staff Expense	158,443.85	158,443.85		-
Total Parks Expenditures	1,603,108.85	1,617,468.85		-
FOUNDERS DAY - GENERAL FUND				
Balance Forward	46,869.01	46,869.01		
Revenue				
Craft booths/Business Booths	6,250.00	6,250.00		
Food booths	1,300.00	1,300.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	14,000.00	14,000.00		
Parade	4,000.00	4,000.00		
Sponsorship	90,000.00	90,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
Parking concession	1,000.00	1,000.00		
Electric	3,300.00	3,300.00		
Misc.				
TXF from General Fund				
Total	171,319.01	171,319.01		-
Expense				
Publicity	2,500.00	2,500.00		
Porta-Potties	15,000.00	15,000.00		
Security	35,000.00	35,000.00		
Health, Safety & Lighting	30,500.00	30,500.00		
Transportation	7,000.00	7,000.00		
Barricades/Traffic Plan	6,500.00	6,500.00		
Bands/Music/Sound	22,500.00	22,500.00		
Clean Up	20,000.00	20,000.00		
FD Event Supplies	7,750.00	7,750.00		
Sponsorship	6,000.00	6,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,400.00	4,400.00		
Electricity	2,000.00	2,000.00		
FD Electrical Setup	225.00	225.00		
Contingencies	-	-		
Total expenses	160,025.00	160,025.00	-	-
Balance Forward	11,294.01	11,294.01		-
ECLIPSE - 2024				
Revenue				
Sponsorships				
- Sunblock Party	20,000.00	20,000.00		
- Glasses	5,000.00	5,000.00		
- Misc. Sponsorships	5,000.00	5,000.00		
Sales				
- Glasses	12,000.00	12,000.00		
- T-Shirts	3,500.00	3,500.00		
- Other	2,000.00	2,000.00		
TXF from HOT	62,709.00	62,709.00		
Total	110,209.00	110,209.00		-
Expense				
Merchandise				
- Glasses	14,139.00	14,139.00		
- T-Shirts	2,500.00	2,500.00		
- Stickers	1,000.00	1,000.00		
- Other	6,000.00	6,000.00		
Maintenance	32,670.00	32,670.00		
Block Party	28,500.00	28,500.00		
Other	25,400.00	25,400.00		
Total expenses	110,209.00	110,209.00		-
CONSOLIDATED GENERAL FUND				
Revenue				
City	14,654,837.83	14,746,957.75	-	
Parks	655,980.00	670,340.00	-	
Founders	171,319.01	171,319.01	-	-
Eclipse	110,209.00	110,209.00	-	-
Total	15,592,345.84	15,698,825.76		109

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
Expense				
City	13,128,993.66	13,087,343.81	400,000.00	(167,000.00)
Parks	1,603,108.85	1,617,468.85	-	
Founders	160,025.00	160,025.00	-	
Eclipse	110,209.00	110,209.00	-	
Total Expense	15,002,336.50	14,975,046.65	400,000.00	
Balance Forward	590,009.34	723,779.11	556,779.11	-

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	31,438.39	31,438.39		
Revenue				
FM Sponsor	4,000.00	4,000.00		
Grant Income	1,000.00	1,000.00		
Booth Space	70,000.00	70,000.00		
Applications	1,800.00	1,800.00		
Membership Fee	2,000.00	2,000.00		
Interest Income	1,300.00	1,300.00		
Market Event/Merch.	1,000.00	1,000.00		
Transfer from General Fund	16,679.31	16,679.31		
Total	129,217.70	129,217.70		-

Expense				
Advertising	4,700.00	4,700.00		
Market Manager	56,968.21	56,968.21		
Market Specialist				
Payroll Tax Expense	4,610.07	4,610.07		
DSFM Benefits	6,676.72	6,676.72		
Retirement	3,363.97	3,363.97		
Entertainment& Activities	3,000.00	3,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Market Event	-	-		
Training	100.00	100.00		
Office Expense	200.00	200.00		
Supplies Expense	-	-		
Network & Phone	200.00	200.00		
Cleaning & Maintenance	2,200.00	2,200.00		
Other Expense	-	-		
Capital Fund				
Contingency Fund	500.00	500.00		
Transfer to Reserve Fund	35,000.00	35,000.00		
Total Expense	117,718.98	117,718.98		-
Balance Forward	11,498.72	11,498.72		-

PARKLAND DEDICATION FUND

Balance Forward	564,405.81	564,405.81		
Revenue				
Parkland Fees	-	-		
Total Revenue	564,405.81	564,405.81		-
Expense				
Park Improvements	541,480.00	555,840.00		
TXF to AG Facility				
Master Naturalists				
Total Expenses	541,480.00	555,840.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
Balance Forward	22,925.81	8,565.81		-
PARKLAND DEVELOPMENT FUND				
Balance Forward	-			
Revenue				
Parkland Development Fees				
Total Revenue	-			
Expense				
Transfer to Parks				
Total Expenses	-			
Balance Forward	-			
AG FACILITY FUND				
Balance Forward	-			
Revenue				
Ag Facility Fees				
Total Revenues	-			
Expense				
TXF to DSRP				
Total Expense	-			
Balance Forward	-			
LANDSCAPING FUND				
Balance Forward	624,827.64	624,827.64		
Revenue				
Tree Replacement Fees				
Total Revenues	624,827.64	624,827.64		-
Expense				
Sports and Rec Park	-	-		
DSRP		5,425.00		
FMP	3,000.00	3,000.00		
Charro				
Historic Districts				
Professional Services				
Tree Maintenance	25,000.00	41,200.00		
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		
Total Expense	30,300.00	51,925.00		-
Balance Forward	594,527.64	572,902.64		-
SIDEWALK FUND				
Balance Forward	1,497.00	1,497.00		
Revenue				
Fees	-			
Total Revenues	1,497.00	1,497.00		-
Expense				
Expense	-			
Total Expense	-			
Balance Forward	1,497.00	1,497.00		

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #7**DRIPPING SPRINGS RANCH PARK OPERATING FUND**

Balance Forward	242,088.02	242,088.02		
Revenue				
Stall Rentals	37,200.00	37,200.00		
RV/Camping Site Rentals	19,000.00	19,000.00		
Facility Rentals	113,500.00	113,500.00		
Equipment Rental	6,000.00	6,000.00		
Sponsorships & Donations	52,275.00	52,275.00		
Merchandise Sales	22,065.20	22,065.20		
Riding Permits	9,500.00	9,500.00		
Staff & Misc. Fees	4,000.00	4,000.00		
Cleaning Fees	25,000.00	25,000.00		
General Program and Events:				
- Riding Series	35,000.00	35,000.00		
- Coyote Camp	137,100.00	137,100.00		
- Misc. Events	2,000.00	2,000.00		
- Programing	15,100.00	15,100.00		
- Concert Series				
- Ice Rink	329,425.00	320,625.00		
Other Income	500.00	500.00		
Interest	2,000.00	2,000.00		
TXF from Ag Facility				
TXF from HOT	300,000.00	308,800.00		
TXF for RV/ Parking Lot HOT				
TXF from General Fund				
TXF from Landscape Fund		5,425.00		
TXF from PEG				
TXF from General Fund CLFRF				
Total Revenue	1,351,753.22	1,357,178.22	-	-

Expense				
Advertising	15,000.00	15,000.00		
Office Supplies	10,000.00	10,000.00		
Postage	-	-		
DSRP On Call	10,400.00	10,400.00		
Camp Staff	108,246.48	108,246.48		
Network and Communications	14,518.00	14,518.00		
IT Equipment & Support	5,000.00	5,000.00		
Co-Sponsored Events	7,900.00	7,900.00		
Sponsorship Expenses	2,100.00	2,100.00		
Supplies and Materials	13,545.00	13,545.00		
Uniforms	3,500.00	3,500.00		
Ranch House Supplies	1,000.00	1,000.00		
Dues, Fees and Subscriptions	5,127.50	5,127.50		
Mileage	500.00	500.00		
Equipment	20,000.00	20,000.00		
House Equipment				
Equipment Rental	2,000.00	2,000.00		
Equipment Maintenance	25,000.00	25,000.00		
Portable Toilets	2,500.00	2,500.00		
Electric	60,000.00	60,000.00		
Water	7,000.00	7,000.00		
Septic	750.00	750.00		
Lift Station Maintenance	12,000.00	12,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	-	-		
Alarm	6,660.00	6,660.00		
Stall Cleaning & Repair	4,000.00	4,000.00		
Training and Education	12,400.00	12,400.00		
General Program and Events:				
- Riding Series	32,000.00	32,000.00		
- Coyote Camp	16,000.00	16,000.00		
- Misc. Events	700.00	700.00		
- Programing	8,000.00	8,000.00		
- Concert Series				
- Ice Rink	242,719.40	242,719.40		
Other Expense	20,000.00	20,000.00		
Improvements	355,000.00	355,000.00		
Tree Planting				
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	-	-		
Fleet Maintenance	5,500.00	5,500.00		
General Maintenance and Repair	155,697.24	155,697.24		
Grounds and General Maintenance	21,690.00	27,115.00		
House Maintenance	10,000.00	10,000.00		
HCLE	13,200.00	13,200.00		
Merchandise	17,065.20	17,065.20		
RV/Parking Lot				
TXF to Vehicle Replacement Fund	32,145.00	32,145.00		
Total Expenses	1,331,363.82	1,336,788.82	-	-
Balance Forward	20,389.40	20,389.40		-

HOTEL OCCUPANCY TAX FUND

Balance Forward	549,203.99	549,203.99		
Revenues				
Hotel Occupancy Tax	800,000.00	800,000.00		
Interest	7,200.00	7,200.00		
Total	1,356,403.99	1,356,403.99		-
Expenses				
Advertising	-	-		
Christmas Lighting Displays	27,290.00	67,290.00		
City Sponsored Events				
Historic Districts Marketing	-	-		
Signage	8,840.00	8,840.00		
Arts	20,000.00	20,000.00		
Lighting	-	-		
Dues and Fees	12,000.00	12,000.00		
TXF to Debt Service	88,487.50	88,487.50		
RV/ Parking Lot				
Software	8,000.00	8,000.00		
TXF to General Fund	62,709.00	62,709.00		
TXF to DSVB	233,072.73	233,072.73		
TXF to Event Center	300,000.00	308,800.00		
Grants	39,885.00	39,885.00		
Total expenses	800,284.23	849,084.23		-
Balance Forward	556,119.76	507,319.76	507,319.76	-

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #7**VISITORS BUREAU****Balance Forward**

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Revenue

Fees		
- Brewers Fest	1,000.00	1,000.00
- Wedding Showcase	14,000.00	14,000.00
Ticket Sales		
- Brewers Fest	12,000.00	12,000.00
- Dripping with Taste	5,000.00	5,000.00
- Songwriter's Festival	8,500.00	8,500.00
Merchandise		
- Brewers Fest	1,000.00	1,000.00
- Songwriters Festival	5,000.00	5,000.00
- Eclipse	2,000.00	2,000.00
Sponsorships & Donations		
- Songwriter's Festival	78,000.00	78,000.00
Grants	-	-
TXF from HOT Fund	233,072.73	233,072.73

Total	359,572.73	359,572.73	-
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Expense

Personnel		
- Salaries	144,350.00	144,350.00
- Taxes	11,546.78	11,546.78
- Benefits	13,430.08	13,430.08
- TMRS	8,523.87	8,523.87
Dues, Fees and Subscriptions	3,525.00	3,525.00
Advertising & Marketing	20,053.00	20,053.00
Supplies	1,800.00	1,800.00
IT Equipment & Support	-	-
Software	25,260.00	25,260.00
Training & Education	3,000.00	3,000.00
Professional Services		
- Marketing Consultant	5,000.00	5,000.00
Utilities		
- Water		
- Electricity	650.00	650.00
- Phone/Network		
Website	7,150.00	7,150.00
Office Maintenance/Repairs	13,740.00	13,740.00
Postage	250.00	250.00
Other	7,214.00	7,214.00
Brewers Fest	7,680.00	7,680.00
Dripping with Taste	4,700.00	4,700.00
Songwriter's Festival	68,700.00	68,700.00
Wedding Showcases	13,000.00	13,000.00

Total expenses	359,572.73	359,572.73	-
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Balance Forward

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UTILITY FUND**Balance Forward**

6,393,898.25

7,196,505.62

Wastewater**Revenue**

TXF from TWDB	14,715,000.00	14,715,000.00
Wastewater Service	1,478,767.68	1,478,767.68

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
Late Fees/Rtn check fees	9,600.00	9,600.00		
Portion of Sales Tax	760,000.00	760,000.00		
Delayed Connection Fees	5,000.00	5,000.00		
Line Extensions				
Transfer fees	-	-		
Overuse fees	335,135.58	335,135.58		
Reuse Fees	204,350.00	204,350.00		
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest				
Other Income				
Water Income				
Developer Reimbursed Costs	927,000.00	994,788.29		
TXF from General Fund				
Total Revenues	18,494,853.26	18,562,641.55	-	-

Expense

Administrative and General Expense:

- Regulatory Expense		
- Planning and Permitting	5,000.00	5,000.00

Engineering:

- Engineering & Surveying		
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00
- Sewer Planning CAD 1971-001	15,000.00	15,000.00
- Water Planning 1982-001	5,000.00	5,000.00
- FM 150 WWU Line 1989-001	60,000.00	60,000.00
- Parallel West Interceptor Design& Cost		
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00
- TLAP Renewal application 1732-001	10,000.00	10,000.00
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	100,000.00
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00
- Cannon Tract - 1842-001	2,000.00	2,000.00
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	75,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-0	5,000.00	5,000.00
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00
- Cannon Ranch Gateway Village Plan Review & CPS -	60,000.00	60,000.00
- TLAP Renewal application		

System Operations and Maintenance:

- Routine Operations	87,000.00	87,000.00
- Non-Routine Operations	85,800.00	85,800.00
- System Maintenance & Repair	24,000.00	166,270.14
- Chlorinator Maintenance	3,900.00	3,900.00
- Chlorinator Alarm	1,300.00	1,300.00
- Odor Control	26,000.00	26,000.00
- Meter Calibrations	2,730.00	2,730.00
- Lift Station Cleaning	27,300.00	27,300.00
- Jet Cleaning Collection lines	27,360.00	27,360.00
- Drip Field Lawn Maintenance	10,000.00	10,000.00
- Drip Field Maint & Repairs	20,000.00	20,000.00
- Drip Field Meter Box Replacement	-	-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7
- Lift Station repairs	27,300.00	27,300.00	
- Autodialer Replacement	-	-	
- Lift Station Preventative Maintenance	9,700.00	9,700.00	
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00	
- Chemicals	15,000.00	15,000.00	
- Electricity	80,000.00	80,000.00	
- Laboratory Testing			
- Sludge Hauling	150,000.00	150,000.00	
- Phone/Network			
- Supplies	28,500.00	28,500.00	
- Wastewater Flow Measurement	9,000.00	9,000.00	
- Backwash Flow Meter & Check valve	-	-	
- Arrowhead Plant Operations			
- Big Sky Plant Operations	-	-	
Arrowhead Operations and Maintenance:			
- Routine Operations	23,250.00	23,250.00	
- Non-Routine Operations	21,450.00	21,450.00	
- Chlorinator Maintenance	1,500.00	1,500.00	
- Chlorinator Alarm	1,000.00	1,000.00	
- Meter Calibrations	1,200.00	1,200.00	
- Lift Station Cleaning	3,000.00	3,000.00	
- Drip Field Lawn Maintenance	44,000.00	44,000.00	
- Drip Field Maint & Repairs	7,500.00	7,500.00	
- Lift Station repairs	2,500.00	2,500.00	
- Lift Station Preventative Maintenance	1,000.00	1,000.00	
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	
- Chemicals	13,000.00	13,000.00	
- Electricity	20,000.00	20,000.00	
- Sludge Hauling	39,000.00	39,000.00	
- Supplies	7,500.00	7,500.00	
- Capital Projects	2,029,109.57	2,029,109.57	
Other Expense	85,000.00	85,000.00	
Capital Projects:			
- Road Reconstruction			
- HRTreated Effluent Fill Station	200,000.00	200,000.00	
- Parallel West Interceptor			
- Arrowhead Drain Field	1,800,000.00	1,800,000.00	
Other:			
- Reimbursement to Caliterra Oversize of West Intercept	-	670,464.62	
TWDB Engineering:			
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00	
- East Interceptor 1951-001	125,000.00	125,000.00	
- Effluent HP 1952-001	175,000.00	175,000.00	
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00	
- WWTP Design Assistance			
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00	
Miscellaneous:			
- Consultants and Legal	230,000.00	230,000.00	
TWDB Capital Projects:			
- West Interceptor	2,000,000.00	2,000,000.00	
- South Collector, LS and FM and TE Line	125,000.00	125,000.00	
- East Interceptor	50,000.00	50,000.00	
- Effluent Holding Pond	2,000,000.00	2,000,000.00	
- WWTP	12,000,000.00	12,000,000.00	
Transfer to General Fund			
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00	

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
Total Expense	22,797,960.57	23,610,695.33	-	-
WATER				
Revenue				
Fees:				
- Tap Fees				
- Impact Fees				
- Meter Set Fees	5,000.00	5,000.00		
- Disconnect Fees				
- Equipment Fees	36,200.00	36,200.00		
- Inspection Fees	5,000.00	5,000.00		
Rates:				
- Base Rate	63,840.00	63,840.00		
- Usage	100,000.00	100,000.00		
- Penalties				
Other Revenues	6,000.00	6,000.00		
TXF from Wastewater Fund	-	-		
Total Revenue	216,040.00	216,040.00		-
Expense				
Administrative and General Expense:				
- Regulatory Expense	-	-		
- Planning and Permitting	-	-		
System Operations and Maintenance:				
- Routine Operations	25,000.00	25,000.00		
- Non Routine Operations	10,000.00	10,000.00		
- System Maintenance & Repair	20,000.00	22,210.11		
- Laboratory Testing	-			
- Supplies	50,000.00	52,368.61		
Operating and Maintenance	-			
Total Expense	105,000.00	109,578.72		-
OPERATIONS				
Revenues				
PEC	130,000.00	130,000.00		
ROW Fees	6,000.00	6,000.00		
Cable	130,000.00	130,000.00		
TX Gas Franchise Fees	3,000.00	3,000.00		
Interest	60,000.00	60,000.00		
TXF from General Fund	-	-		
Total Revenue	329,000.00	329,000.00		-
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	352,560.00	352,560.00		
- Legal Fees	50,000.00	50,000.00		
- Auditing	10,000.00	10,000.00		
- Software	15,313.00	15,313.00		
- IT Equipment & Support	4,340.00	4,340.00		
Systems Operations and Maintenance:				
- Phone/Network	16,250.00	16,250.00		
- Equipment	53,000.00	53,000.00		
- Equipment Maintenance	10,000.00	10,000.00		
- Fleet Acquisition	62,000.00	62,000.00		
- Fleet Maintenance	12,000.00	12,000.00		
- Fuel	20,000.00	20,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
- Laboratory Testing	30,000.00	30,000.00		
Other Expense				
Uniforms	7,470.00	7,470.00		
Training	13,305.00	16,330.51		
Dispatch	3,000.00	3,000.00		
Salaries	527,345.98	527,345.98		
Taxes	42,609.97	42,609.97		
Benefits	59,572.49	59,572.49		
Retirement	30,894.73	30,894.73		
On Call	10,400.00	10,400.00		
Total Expense	1,330,061.17	1,333,086.68		-

CONSOLIDATED UTILITY FUND

Revenue				
Balance Forward	6,393,898.25	7,196,505.62		
Wastewater	18,494,853.26	18,562,641.55		
Water	216,040.00	216,040.00		
Operations	329,000.00	329,000.00		
Total	25,433,791.50	26,304,187.17		-
Expense				
Wastewater	22,797,960.57	23,610,695.33	-	-
Water	105,000.00	109,578.72	-	-
Operations	1,330,061.17	1,333,086.68	-	-
Total Expense	24,233,021.74	25,053,360.73		-
Balance Forward	1,200,769.76	1,250,826.43		-

TWDB FUND

Balance Forward	208.34	208.34		
Revenues	14,715,000.00	14,715,000.00		
Interest				
Total revenue	14,715,208.34	14,715,208.34		-
Expenses				
Escrow Fees				
Expenses	14,715,000.00	14,715,000.00		
Total Expenses	14,715,000.00	14,715,000.00		-
Balance Forward	208.34	208.34		-

IMPACT FUND

Bal Forward	2,391,506.74	2,391,506.74		
Revenue				
Impact Fees	1,080,150.00	1,080,150.00		
Impact Fee Deposits				
Interest Income	45,000.00	45,000.00		
Total	3,516,656.74	3,516,656.74		-
Expense				
TXF to Debt Service 2015	684,900.76	684,900.76		
TXF to Debt Service 2019	1,043,553.00	1,043,553.00		
TXF to Debt Service 2022	1,195,288.50	1,195,288.50		
Total expense	2,923,742.26	2,923,742.26		-
Total Bal Forward	592,914.48	592,914.48		-

DEBT SERVICE FUND 2015

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
Bal Forward	845,626.75	845,626.75		
Revenue				
TXF from Impact Fund	684,900.76	684,900.76		
Interest	8,000.00	8,000.00		
Total Revenue	1,538,527.51	1,538,527.51		-
Expenses				
Debt Payment 2015	698,498.56	698,498.56		
Total Expense	698,498.56	698,498.56		-
Balance Forward	840,028.95	840,028.95		-
DEBT SERVICE FUND 2013				
Bal Forward	102,323.72	102,323.72		
Revenue				
TXF from HOT	88,487.50	88,487.50		
Interest				
Total	190,811.22	190,811.22		-
Expense				
Tax Series 2013	91,600.00	91,600.00		
Total Expenses	91,600.00	91,600.00		-
Balance Forward	99,211.22	99,211.22		-
DEBT SERVICE FUND 2019				
Bal Forward	1,045,641.43	1,045,641.43		
Revenue				
TXF from Impact Fees	1,043,553.00	1,043,553.00		
Interest				
Total	2,089,194.43	2,089,194.43		-
Expense				
Tax Series 2019	1,013,553.00	1,013,553.00		
Total Expenses	1,013,553.00	1,013,553.00		-
Balance Forward	1,075,641.43	1,075,641.43		-
DEBT SERVICE FUND 2022				
Bal Forward	1,195,288.50	1,195,288.50		
Revenue				
TXF from Impact Fees	1,191,888.50	1,191,888.50		
Interest	-	-		
Total	2,387,177.00	2,387,177.00		-
Expense				
Tax Series 2022	1,195,288.50	1,195,288.50		
Total Expenses	1,195,288.50	1,195,288.50		-
Balance Forward	1,191,888.50	1,191,888.50		-
PEG FUND				
Balance Forward	119,954.90	119,954.90		
Revenues				
TWC	30,000.00	30,000.00		
Interest Income	2,000.00	2,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
Total Revenues	151,954.90	151,954.90		-
Expense				
TXF to Event Center				
Total Expense	-	-		-
Balance Forward	151,954.90	151,954.90		-
RESERVE FUND				
Balance Forward	2,168,884.62	2,168,884.62		
Revenue				
TXF from General Fund	300,000.00	300,000.00		
Interest	23,000.00	23,000.00		
Total	2,491,884.62	2,491,884.62		-
Expense				
Expense				
Total Expense	-	-		-
Balance Forward	2,491,884.62	2,491,884.62		-
TIRZ 1				
Balance Forward	11,632.20	148,754.62		
Revenues				
City AV	248,835.49	181,550.94		
County AV	362,307.49	304,796.06		
City for GAP Escrow				
Interest Income				
EPS Reimbursements				
Total Revenue	622,775.18	635,101.62		-
Expense				
TIRZ Expense				
Project Management/Misc. Costs	16,000.00	16,000.00		
Project Administration P3 Works	8,000.00	8,000.00		
Legal Fees	-	-		
EPS				
MAS	21,000.00	21,000.00		
HDR	170,625.00	269,625.00		
TJKM - Grant Writing				
Buie - PR				
Misc. Consulting	176,750.00	176,750.00		
Creation Cost Reimbursements				
TXF to GAP Escrow				
Stakeholder Reimbursement	80,325.73	80,325.73		
Total Expense	472,700.73	571,700.73		-
Balance Forward	150,074.45	63,400.89		-
TIRZ 2				
Balance Forward	1,547,461.82	1,232,218.70		
Revenue				
Interest Income	6,500.00			
City AV	419,809.28	347,074.06		
County AV	609,756.54	580,813.70		
Total Revenue	2,583,527.64	2,160,106.46		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #7	
Expense				
Project Management/Misc. Costs	16,000.00	16,000.00		
Project Administration P3 Works	8,000.00	8,000.00		
MAS	10,000.00	10,000.00		
HDR	56,875.00	89,875.00		
Misc. Consulting	150,000.00	150,000.00		
Creation Cost Reimbursements				
Stakeholder Reimbursement	20,232.27	20,232.27		
Total Expense	261,107.27	294,107.27		-
Balance Forward	2,322,420.37	1,865,999.19		-

VEHICLE REPLACEMENT FUND

Balance Forward	161,025.00	161,025.00		
Revenue				
TXF from General Fund	86,010.00	86,010.00		
TXF from DSRP	32,145.00	32,145.00		
TXF from WWU	37,936.00	37,936.00		
Total Revenue	317,116.00	317,116.00		-
Expense				
Vehicle Replacement				
Total Expense	-	-		-
Balance Forward	317,116.00	317,116.00		-



DRIPPING SPRINGS
Texas

Item # 14.

June 27th, 2024

Riley Sublett
Maintenance Director
City of Dripping Springs

**RE: 2024 Dripping Springs Roadway Maintenance Project
Recommendation of Award**

Five (5) proposals for the referenced project were received at the bid opening on May 30, 2024 from:

- Bennett Paving, Inc
- CK Newberry, LLC
- Hayden Paving, Inc
- Lonestar Paving Co
- RDC Paving, LLC

Proposals have been evaluated and the low bidder is **RDC Paving, LLC** with the following bid:

Base Bid:	\$300,450.61
Add Alt 1 Bid:	\$91,933.14
Add Alt 2 Bid:	\$7,452.47
Total Bid Amount:	\$ 399,836.22

Due to budget remaining at time of bid, we also recommend including Change Order #1 adding a mill and overlay of Butler Ranch Road with this recommendation for award.

Change Order #1 Amount:	\$73,779.06
Total Award Amount	
(Total Bid + Change Order #1):	\$473,615.28

Staff recommends award of the contract for a total amount of \$473,615.28 to RDC Paving, LLC based on evaluation of the bid response packages and change order pricing.

Attached for reference is the bid tabulation, copies of the RDC Paving, LLC bid response package, and Change Order Request #01.

Chad Gilpin, PE
City Engineer

Enclosures:

- Bid Tabulation
- RDC Paving, LLC - Proposal Response Package
- Change Order Request #01
- Roadway Maintenance Plans

CONSTRUCTION PLANS
2024 DRIPPING SPRINGS
ROADWAY MAINTENANCE PROJECT

MAY 2024

PROJECT # MAINT 2024-0002

WORK TYPE: PAVEMENT REPAIRS & RESURFACING, PAVEMENT MARKING & SIGNAGE

PROJECT LENGTH:

OLD HWY 290: 2,655 LF

JUDY DR (BASE BID): 885 LF

JUDY DR (ADD ALT 1): 460 LF

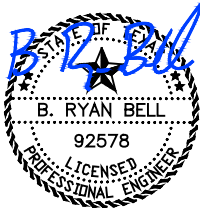
BONNIE DR: 1,425 LF

RETHA DR (ADD ALT 2): 1,025 LF

BUTLER RANCH RD (CHANGE ORDER 1): 950 LF

PROJECT TOTAL: 7,400 LF

PREPARED BY:



B. RYAN BELL, P.E.

6/24/2024

DATE

RECOMMENDED BY:

CHAD GILPIN

CHAD GILPIN, P.E. - CITY ENGINEER

6/24/2024

DATE

APPROVED BY:

SHAWN COX, DEPUTY CITY ADMINISTRATOR

DATE

CONTRACTOR:

CONSTRUCTION START:

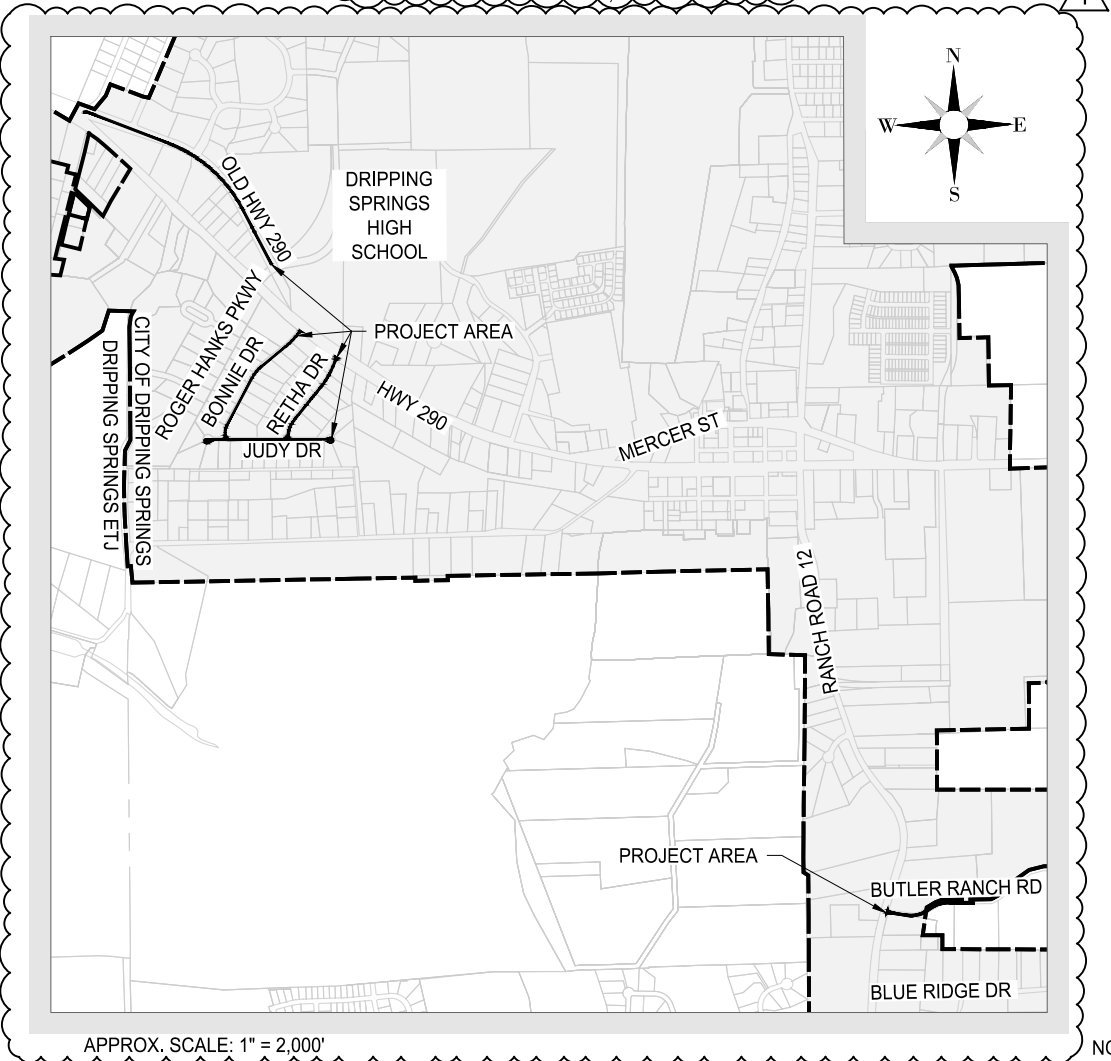
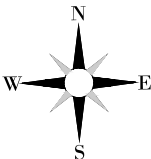
CONSTRUCTION ACCEPTED:

TOTAL CONSTRUCTION COST:

PREPARED BY:



T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
9701 BRODIE LN, SUITE 203
AUSTIN, TX 78748
PH: 512.220.8100



PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS

ROADWAY CLASSIFICATION:

OLD HWY 290: COLLECTOR

JUDY DR: LOCAL STREET

BONNIE DR: LOCAL STREET

RETHA DR: LOCAL STREET

BUTLER RANCH RD: LOCAL STREET

1

Item # 14.

Sheet List Table

Sheet Number	Sheet Title
01	COVERSHEET
02	GENERAL NOTES
03	SCHEDULE OF QUANTITIES
04	PAVING TYPICAL SECTIONS
05	PAVING PLAN OLD HWY 290 1 OF 4
06	PAVING PLAN OLD HWY 290 2 OF 4
07	PAVING PLAN OLD HWY 290 3 OF 4
08	PAVING PLAN OLD HWY 290 4 OF 4
09	PAVING PLAN JUDY DR 1 OF 2
10	PAVING PLAN JUDY DR 2 OF 2
11	PAVING PLAN BONNIE DR 1 OF 2
12	PAVING PLAN BONNIE DR 2 OF 2
13	PAVING PLAN RETHA DR 1 OF 2
14	PAVING PLAN RETHA DR 2 OF 2
14A	PAVING PLAN BUTLER RANCH RD 1 OF 2
14B	PAVING PLAN BUTLER RANCH RD 2 OF 2
15	TYPICAL STANDARD PAVEMENT MARKINGS - PM(1)-20
16	REFLECTORIZED PROFILE MARKINGS - PM(2)-20
17	TCP (1-2)-18

REVISION BLOCK

NO.	REVISION DESCRIPTION	AFFECTED SHEETS	DATE	APPROVAL SIGNATURE	APPROVAL DATE
1	CHANGE ORDER #1	1, 3, 4, 14A, 14B	6/24/2024	Chad Gilpin	6/24/2024

NOTES:

- THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS.
- THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS PROJECT IS IDENTIFIED AS ZONE X 'AREA OF MINIMAL FLOOD HAZARD' BY THE FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0105F DATED SEPTEMBER 2, 2005 HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
- CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.
- RIGHT-OF-WAY LINES SHOWN HEREON ARE APPROXIMATE.

THESE PLANS ARE FULL SIZE AT 11" X 17"

01 OF

GILP-BL

123

SH-COVERSHEET.dwg

SCHEDULE OF QUANTITIES:

			BASE BID				
			OLD HWY 290	JUDY DR.	BONNIE DR.	ADD ALT 1: JUDY DR. FULL DEPTH	ADD ALT 2: RETHA DR. FOG SEAL
TxDOT SPEC	ITEM DESCRIPTION	UNITS	QTY	QTY	QTY	QTY	QTY
0110 6001	EXCAVATION (ROADWAY)	CY				284	
0310 6001	PRIME COAT (MULTI OPTION)	GAL	1,289	395	592	240	231
0315 6001	FOG SEAL (NT-HRE 66/33)	GAL					232
0351 6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	SY	346				
0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	6,095	1973	2,959		1,152
3076 6066	TACK COAT	GAL					151
3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT) (2 IN)	SY	6,095	1973	2,959	1197	2,658
3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT) (6 IN)	SY	346				
0247 6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)(6")	SY				1306	
0500 6001	MOBILIZATION	LS	1	1	1	1	1
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	0.50	0.25	0.25	0.25	0.25
0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	4,740				
0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF			32		16
0666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	10				
0672 6009	REFL PAV MRKR TY II-A-A	EA	60				

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE HAYS COUNTY SPECIFICATIONS FOR ROADWAY DESIGN, PAVING AND DRAINAGE ARE IN CONFLICT WITH TXDOT SPECIFICATIONS LISTED ABOVE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

TXDOT ITEM 310 - PRIME COAT

ALLOW PRIME COAT MATERIAL TO CURE PRIOR TO PLACING HMAC. AE-P PRIME COAT SHALL BE ALLOWED TO CURE 48 TO 72 HOURS, ALTERNATIVELY CSS-1H DILUTED TO 30/70 MAY BE USED TO ALLOW A RAPID CURING (TYPICALLY 2 HOURS)

TXDOT ITEM 315 - FOG SEAL

HIGH PERFORMANCE FOG SEAL ASPHALT EMULSION SHALL BE TYPE NT-HRE 66/33 PER TXDOT SPECIAL SPECIFICATION 3096, APPLIED AT A RATE OF 0.10 GAL/SY.

TXDOT ITEM 0351 - FLEXIBLE PAVEMENT STRUCTURE REPAIR

SAWCUTTING, REMOVAL OF EXISTING MATERIAL, RESHAPING, PREPARING AND COMPACTING EXISTING BASE MATERIAL IS SUBSIDIARY TO THIS ITEM FOR AREAS IDENTIFIED AS PAVEMENT REPAIR IN THE PLANS. ALL ASPHALT PLACEMENT IS PAID FOR BY ITEM 3076.

TXDOT ITEM 0678 - PAVEMENT SURFACE PREPARATION FOR MARKINGS

NO SEPARATE PAYMENT WILL BE MADE FOR PAVEMENT SURFACE PREPARATION, THIS IS SUBSIDIARY TO APPLICABLE BID ITEMS.

TXDOT ITEM 3076 - HOT MIX ASPHALT CONCRETE PAVEMENT

HMAC SHALL BE PAID FOR BY THE SQUARE YARD (SY).
HMAC SHALL BE APPLIED AT THE FOLLOWING RATES:

HMAC TY D 115 LB/SY/IN
PRIME COAT 0.2 GAL/SY

TACK COAT 0.1 GAL/SY



T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

COPYRIGHT NOTICE:
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COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT
PROTECTION UNDER 17 U.S.C. §101. ET SEQ., AS
AMENDED. UNAUTHORIZED USE OF THESE PLANS
OR THE DESIGNS REPRESENTED THEREIN WILL
SUBJECT THE INFRINGER TO DAMAGES AND/OR
JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE
1	CHANGE ORDER #1	6/24/2024

DATE: 5/9/2024
DESIGNED BY: RP
CHECKED BY: RB
PROJ #: MAINT-2024-0001



DIPPING SPRINGS
Texas

PROJECT:

2024 ROADWAY
MAINTENANCE
PROJECT

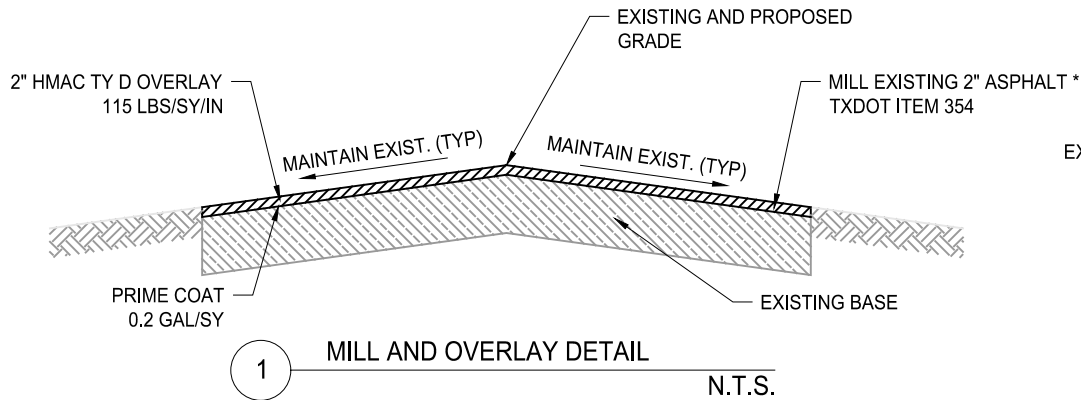
SHEET TITLE:

SCHEDULE OF
QUANTITIES

03 OF

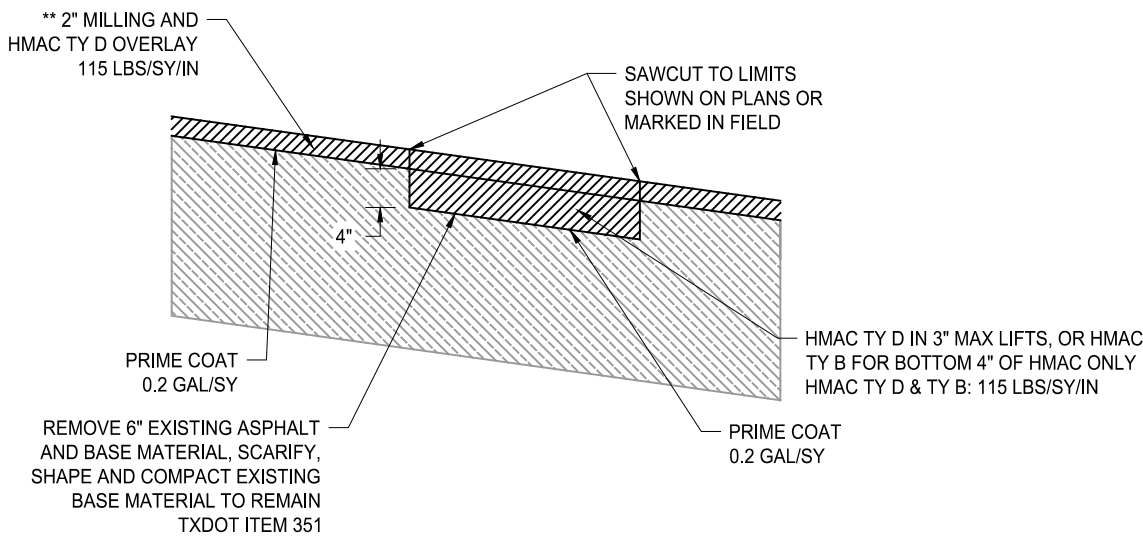
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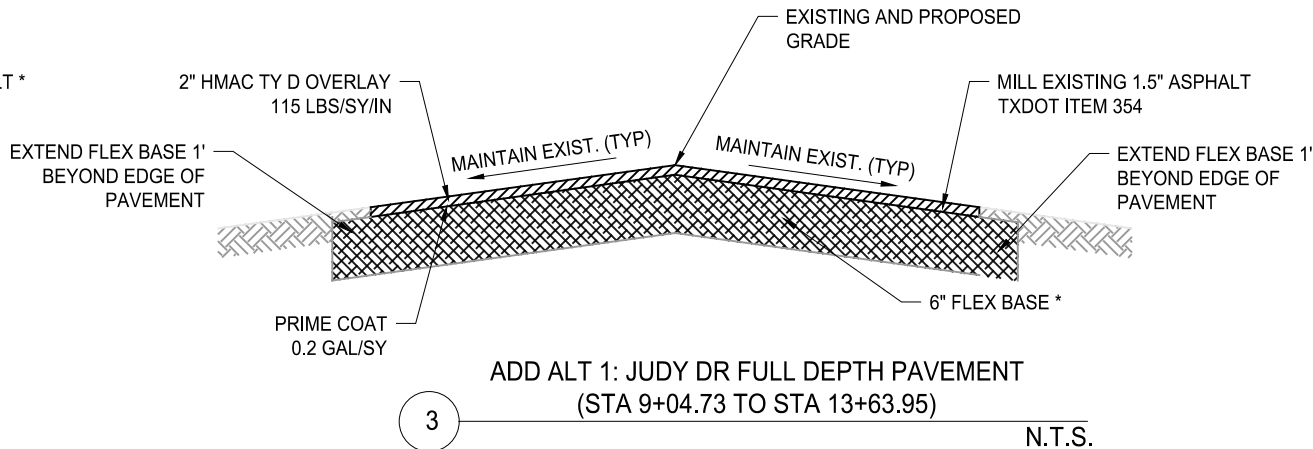
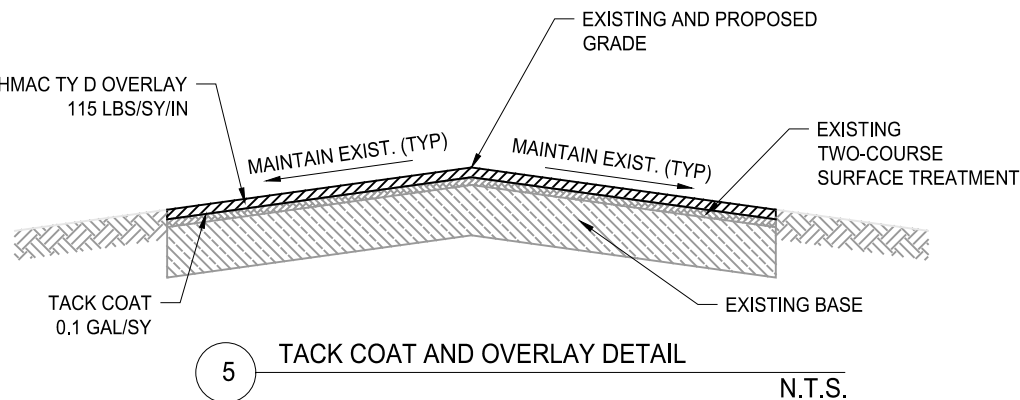
NOTE: MILL DEPTH VARIES BASED ON EXISTING PAVEMENT SECTION - REFER TO EXISTING PAVEMENT THICKNESS SUMMARY TABLE

* MILL EXISTING 1.5" ASPHALT (TXDOT ITEM 354) ON JUDY DR ONLY.

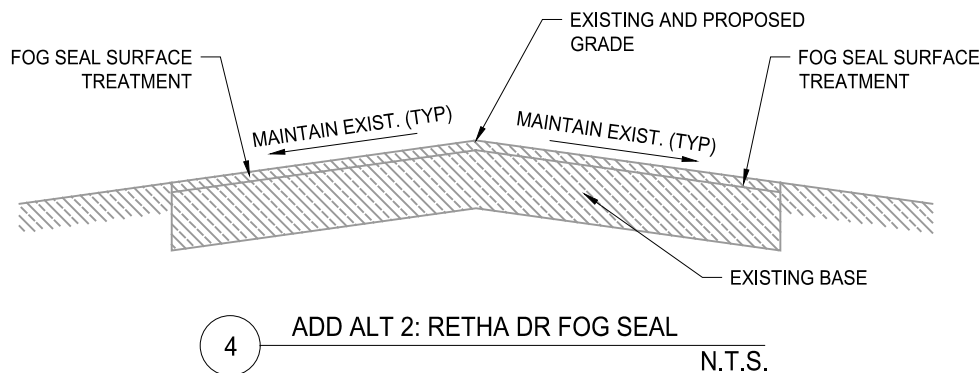


NOTE: CONTRACTOR SHALL MARK LIMITS OF PAVEMENT REPAIR FOR REVIEW BY THE CITY ENGINEER PRIOR TO COMMENCING WORK.

** 1.5" - 2" MILLING AND HMAC TY D OVERLAY ON OLD HWY 290 ONLY.



NOTE: MILL DEPTH VARIES BASED ON EXISTING PAVEMENT SECTION - REFER TO EXISTING PAVEMENT THICKNESS SUMMARY TABLE



FOG SEAL APPLICATION NOTES:

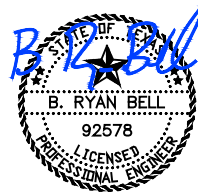
1. SWEEP EXISTING ROADWAY NO MORE THAN 2 HOURS PRIOR TO INITIATING FOG SEAL OPERATIONS.
2. PERFORM FOG SEAL IN ACCORDANCE WITH TXDOT ITEM 315. SPRAY FOG SEAL ASPHALT EMULSION (NT-HRE 66/33 HIGH PERFORMANCE FOG SEAL PER TXDOT SPECIAL SPECIFICATION 3096, PLACED AT 0.10 GAL/SY).
3. PERFORM FINAL CLEANUP IN ACCORDANCE WITH COA SS314.

Boring Summary Table			
Roadway	Boring No.	Asphalt Thickness (in.)	Flexible Base Thickness (in.)
Old Highway 290	OH-1	1-1/2	4
	OH-2	2	4
	OH-3	2	4
Bonnie Dr	B-1	2	6
	B-2	2	6
Judy Dr	J-1	1-1/2	4
	J-2	1	1/2
Retha Dr	R-1	2-1/2	4
	R-2	3	2

NOTES:

1. ALL HMAC TY D SHALL BE PG70-22.
2. PLACE PRIME COAT ON BASE OR SUBGRADE SURFACE PRIOR TO PLACING NEW HMAC MATERIAL.
3. ALLOW PRIME COAT MATERIAL TO CURE PRIOR TO PLACING HMAC. AE-P PRIME COAT SHALL BE ALLOWED TO CURE 48 TO 72 HOURS, ALTERNATIVELY CSS-1H DILUTED TO 30/70 MAY BE USED TO ALLOW A RAPID CURING (TYPICALLY WITHIN 2 HOURS)

ENGINEER'S SEAL:



6/24/2024

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REVISIONS:

NO.	REVISION	DATE
1	CHANGE ORDER #1	6/17/2024

DATE: 5/9/2024
DESIGNED BY: RP
CHECKED BY: RB
PROJ #: MAINT-2024-0001

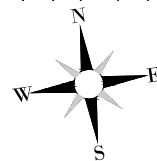
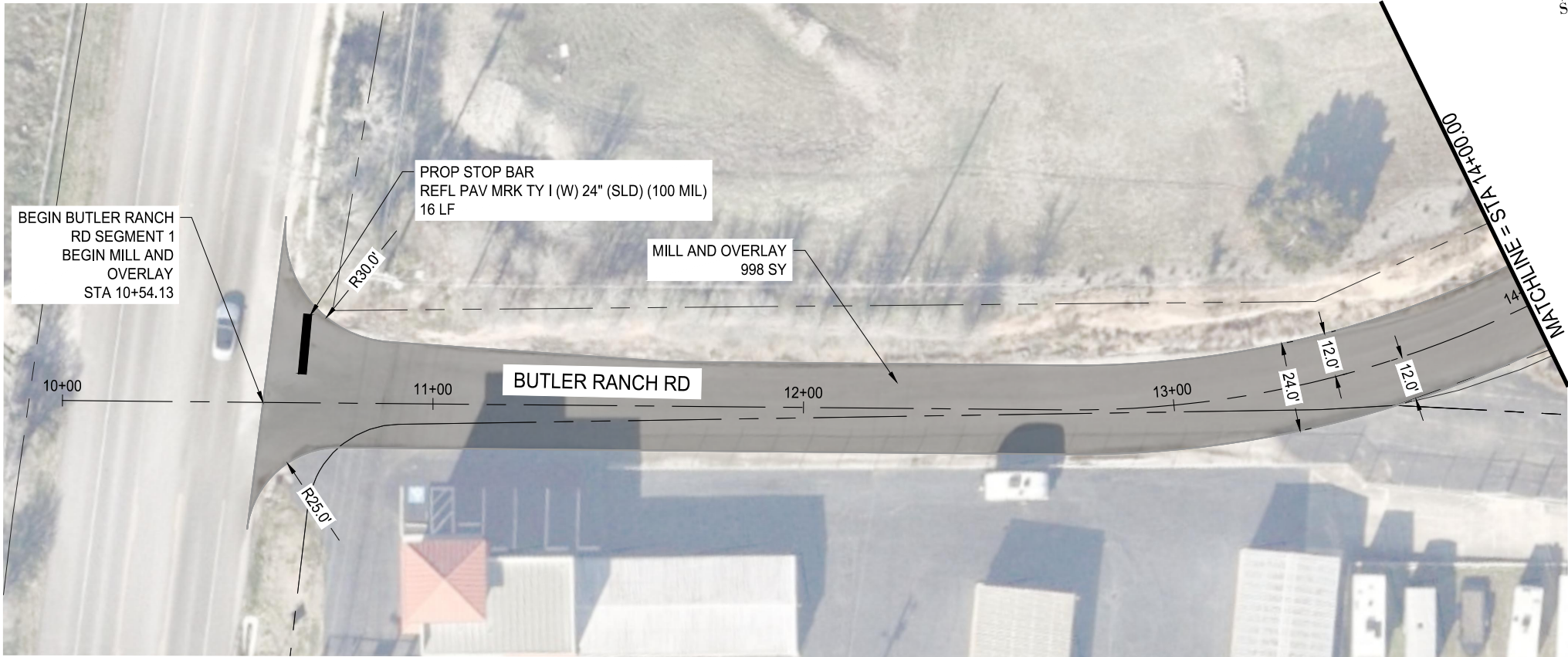


PROJECT:

2024 ROADWAY
MAINTENANCE
PROJECT

SHEET TITLE:

PAVING TYPICAL
SECTIONS

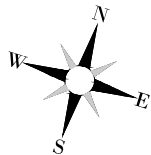
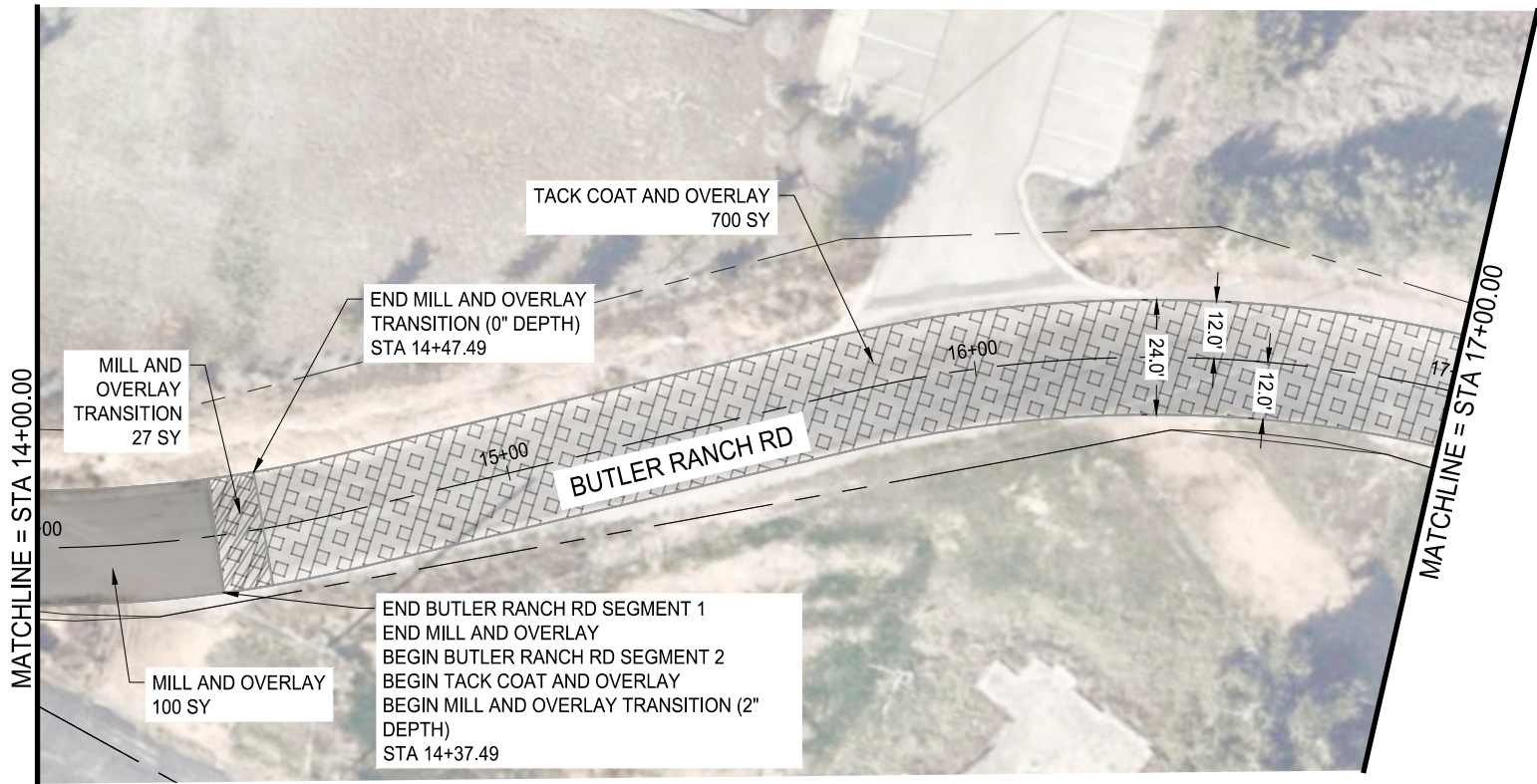


LEGEND

- MILL AND OVERLAY (SEE DETAIL 1 SHEET 4)
- TACK COAT AND OVERLAY (SEE DETAIL 5 SHEET 4)
- MILL AND OVERLAY TRANSITION
- EXIST PARCELS & R.O.W. (APPROX LINWORK PER HAYS CAD)
- REFL PAV MRK TY I & II (W)(SLD) 24"

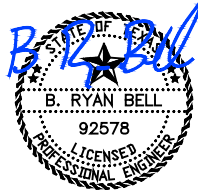
NOTES:

- CONTRACTOR TO MATCH EXISTING GRADE, MAINTAIN EXISTING DRAINAGE CONTOURS & DRAINAGE PATTERNS UNLESS OTHERWISE NOTED.
- CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
- CONTRACTOR SHALL ADJUST TO PROPOSED FINISHED GRADE ALL EXISTING VALVES, MANHOLES, MANHOLE COVERS, CLEANOUTS, INLET COVERS AND/OR ANY OTHER OBJECTS WITHIN THE PROJECT AREA, IF APPLICABLE.
- CONTRACTOR SHALL SAW-CUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT BOTH OVERHEAD AND UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE CONSTRUCTION AREA. THE EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AREA UTILITY COMPANIES FOR EXACT LOCATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OR COMMENCING ANY WORK SO AS TO PREVENT ANY DAMAGE OR INTERFERENCE WITH PRESENT UTILITIES.
- THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE RIGHT-OF-WAY WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION FROM DESTRUCTION. CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES, VEGETATION AND OTHER NATURAL SURROUNDINGS. THE CONTRACTOR, AT HIS EXPENSE, SHALL RESTORE ANY AREAS DISTURBED AS A RESULT OF THEIR OPERATIONS TO A CONDITION AS GOOD AS, OR BETTER THAN, THAT PRESENT PRIOR TO CONSTRUCTION.
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- CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.
- SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.
- TY II PAVEMENT MARKINGS ARE REQUIRED WHERE TY I PAVEMENT MARKINGS ARE SHOWN TO BE PLACED ON EXISTING PAVEMENT.



Item # 14.
T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:



6/24/2024

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REVISIONS:

NO.	REVISION	DATE
1	CHANGE ORDER #1	6/17/2024

DATE: 5/9/2024
DESIGNED BY: RP
CHECKED BY: RB
PROJ #: MAINT-2024-0001



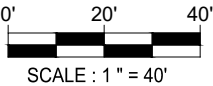
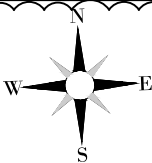
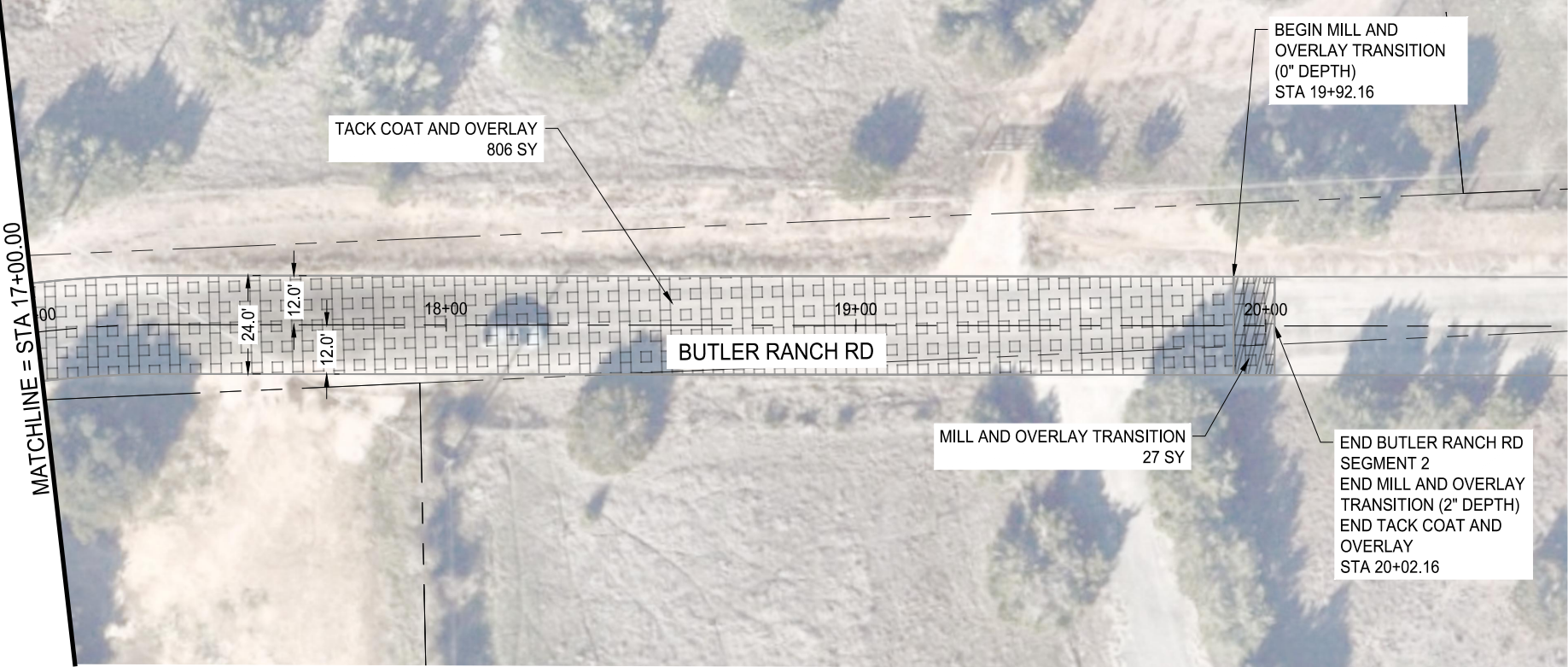
PROJECT:

2024 ROADWAY
MAINTENANCE
PROJECT

SHEET TITLE:

PAVING PLAN
RETHA DR
1 OF 2

1



LEGEND

- TACK COAT AND OVERLAY (SEE DETAIL 5 SHEET 4)
- MILL AND OVERLAY TRANSITION
- EXIST PARCELS & R.O.W. (APPROX LINEWORK PER HAYS CAD)

NOTES:

- CONTRACTOR TO MATCH EXISTING GRADE, MAINTAIN EXISTING DRAINAGE CONTOURS & DRAINAGE PATTERNS UNLESS OTHERWISE NOTED.
- CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
- CONTRACTOR SHALL ADJUST TO PROPOSED FINISHED GRADE ALL EXISTING VALVES, MANHOLES, MANHOLE COVERS, CLEANOUTS, INLET COVERS AND/OR ANY OTHER OBJECTS WITHIN THE PROJECT AREA, IF APPLICABLE.
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OR THE DESIGNS REPRESENTED THEREIN WILL
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JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE
1	CHANGE ORDER #1	6/17/2024

DATE: 5/9/2024

DESIGNED BY: RP

CHECKED BY: RB

PROJ #: MAINT-2024-0001



PROJECT:

2024 ROADWAY
MAINTENANCE
PROJECT

SHEET TITLE:

PAVING PLAN
RETHA DR
1 OF 2

**CHANGE ORDER REQUEST FORM****Project:** 2024 Dripping Springs Roadway Maintenance Project**CHANGE ORDER REQUEST (COR) #****01****Project #:** MAINT 2024-0001**COR DATE:** 6/24/2024**To:** RDC Paving, LLC**Description:**

The Engineer requests the following changes in the Contract Documents, Bid Quantities & Bid Costs.

Bid Item No.	ITEM DESCRIPTION	Units	Unit Price Bid	Change in QTY	Change in Cost (\$)	Change in Duration (days)
0310 6001	PRIME COAT (MULTI OPTION)	GAL	\$7.50	231	\$1,732.50	7
0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	\$9.23	1152	\$10,640.00	7
3076 6066	TACK COAT	GAL	\$6.00	151	\$906.00	7
3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT) (2 IN)	SY	\$20.82	2658	\$55,345.00	7
0500 6001	MOBILIZATION	LS	\$4,500.00	1.00	\$4,500.00	7
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$2,500.00	0.25	\$625.00	0
0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	\$2.69	16	\$43.04	0
TOTAL CHANGE PER THIS REQUEST					\$73,779.06	7
Notes:						

Attachments:

1 See attached revised plan sheets 1, 3, 4, 14A, 14B

Recommended By Engineer

By: CHAD GILPIN
Chad Gilpin, PE - City Engineer
City of Dripping Springs, Texas

Date: 6-27-2024

Accepted By Contractor

By: Cody Brunkenhoefer
Cody Brunkenhoefer
RDC Paving, LLC

Date: _____

Digitally signed by
Cody
Cody Brunkenhoefer
Date: 2024.06.27
08:10:04-05'00'

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting for Resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting for Resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting for Resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting for Resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting for Resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting for Resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting for Resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting for Resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting for Resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Approved w/ Conditions
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting for Resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements	Waiting for Resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting for Resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting for Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting for Resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting for Resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Approved w/ Conditions
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting for Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Approved w/ Conditions
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting for Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings	Waiting for Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	Approved w/ Conditions
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site	Waiting for Resubmittal
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales	Waiting for Resubmittal
SD2024-003 Julep Commercial Park West	ETJ	14131 Trautwein Rd	2.95 acres site of mixed use commercial buildings with driveway, water quality and detention pond.	Waiting for Resubmittal
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional warehouse buildings with associated site improvements	Under Review
SD2024-005 Dripping Springs ES #6	ETJ	Mira Vista	55,000 sq ft new elementary school in Headwaters	Waiting for Resubmittal
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential units with parkland and roadway connections.	Waiting for Resubmittal
SD2024-008 AutoZone 5807 Dripping Springs	CL	US Hwy 290	Retail parts store.	Waiting for Resubmittal
SD2024-010 Austin Ridge Bible Church	ETJ	3100 E Hwy 290	Church campus, with worship center, driveways, parking, detention, and park area.	Waiting for Resubmittal
SD2024-011 Patriot Erectors CZP	ETJ	3023 West Hwy 290	Detention pond.	Waiting for Resubmittal
SD2024-012 5285 Bell Springs Rd	ETJ	5285 Bell Springs Rd	Private religious educational facility and associated improvements.	Under Review
SD2024-013 Cowboy Church of the Hill Country	ETJ	207 Darden Hill Road	Construction of a church building and accompanying site improvements.	Under Review
SD2024-014 Pear Tree Commercial	ETJ	27322 RR 12	Existing commercial space. Pave the parking area and provide water quality treatment of that area.	Under Review

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2024-015 JWLP Parking Addition	CL	249 Sportplex Dr	Parking lot adjacent to existing commercial site.	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	CPAC Meeting in July Public Meeting in July/August
Cannon Mixed-Use	Awaiting Resubmittal
PDD2023-0001 Madelynn Estates	Dormant
PDD2023-0002 Southern Land	Under Review
PDD2023-0003 ATX RR12 Apartments	Under Review

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Approval with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Force mains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater force mains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	Approved with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Under Review
SUB2022-0049 Serenity Hills	ETJ	1111 Hays Country Acres Rd	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Approval with Conditions
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Waiting for Resubmittal
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Waiting for Resubmittal
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Waiting for Resubmittal
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Under Review
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Approval with Conditions
SUB2023-0046 Heritage Phase 3 Construction Plans	CL	Sportsplex Drive	164 single family lots	Waiting for Resubmittal
SUB2023-0047 Heritage Amenity Center	CL	Roger Hanks Parkway	1 lot on 5.57 acres	Approval with Conditions
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approval with Conditions
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining 3 lots into 1.	Approved with conditions
SUB2023-0050 Sanctuary Subdivision CP	ETJ	1111 Hays Country Acres Rd	48 residential lots ranging from 1.6 acres to 2	Under Review
SUB2023-0051 Gateway Village Phase 1 CP	CL	HWY 290	144 Single family lots.	Waiting for Resubmittal
SUB2024-002 Dripping Springs Community Library	CL	225 Benney Lane	Combining 4 tracts into 2.	Waiting for Resubmittal
SUB2024-003 AutoZone TX5807	CL	US 290	Replat of Sawyer Ranch 33 Lot 3-A-1	Under Review
SUB2024-004 Driftwood Subdivision, Phase Four, Block A, Lots 8 and 9 Amending Plat	ETJ	2236-2266 Thurman Roberts Way	Combine lots 8 and 9, Block A in one lot, 8-A	Waiting for Resubmittal
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting for Resubmittal
SUB2024-006 Sanctuary Dripping Springs	ETJ	1111 Hays Country Acres Rd	57 lots subdivision	Waiting for Resubmittal
SUB2024-007 Plat Amendment - Esperanza Subdivision Phase Two, Block 4, Lot 22	CL	613 Yellow Bell Run	Amending single family lot	Approved with conditions
SUB2024-008 Skylight Hills Final Plat	ETJ	13001 and 13111 High Sierra	Subdivide into 5 lots.	Waiting for Resubmittal
SUB2024-009 Blue Creek Subdivision, Lots 16 & 17 Amending Plat	ETJ	500 Blue Creek Drive	Transferring 3.65 acres	Waiting for Resubmittal
SUB2024-010 Maddox Ranch	ETJ	500 Shelton Ranch Rd	2 lot minor plat.	Waiting for Resubmittal
SUB2024-011 Driftwood Golf and Ranch Club, Phase One, Block A, Lots 14, 15, and 16 Amending Plat	ETJ	Club Ranch Court	Combine three lots into two.	Waiting for Resubmittal
SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat	CL/ETJ	230 Post Oak Drive	Combine two existing lots into one.	Waiting for Resubmittal
SUB2024-013 Richford Subdivision, Lot 2 Replat	ETJ	14331 Canonade	Divide existing lot into two.	Waiting for Resubmittal
SUB2024-014 Esperanza Subdivision Phase 2, Block 4, Lot 3 Plat Amendment	CL	135 Cherry Sage Court	Revise side building setback from 25' to 15' along the south edge.	Approved
SUB2024-015 Gateway Village Phase 1	CL	US 290	Final plat for 144 single family subdivision.	Waiting for Resubmittal
SUB2024-016 Replat of Dripping Springs Retail Center Subdivision	CL	598 E Hwy 290	Combine one platted lot and one unplatted lot to create 35.7 acres.	Under Review
SUB2024-017 Wild Ridge Phase 2 Final Plat	CL	Shadow Ridge Parkway	152 single family residential lots.	Waiting for Resubmittal
SUB2024-018 Driftwood Golf and Ranch Club, Phase Two, Block K, Lots 6 and 7 Amending Plat	ETJ			Under Review
SUB2024-019 Driftwood Subdivision, Phase 5, Preliminary Plat	ETJ			Under Review
SUB2024-020 JWLP Parking Addition Amending Plat	CL		Combining two lots to allow additional parking lot for existing site plan.	Under Review

In Administrative Completeness	Filing Date
ADMIN2024-041 The Ranch at Caliterra Amenity Center	3-Jul
SUB2023-0006 Wild Ridge Phase 1 Final Plat	10-Jul
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	10-Jul
SUB2024-017 Wild Ridge Phase 2 Final Plat	10-Jul
ADMIN2024-042 Howard Ranch, Section 2, Lot 25 Replat	10-Jul