CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, January 12, 2021 at 6:00 PM

VIDEOCONFERENCE MEETING

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

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

AGENDA

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting
https://us02web.zoom.us/j/86715238174?pwd=Z1ZKdTNNLzloSmcxb2kzViszczZZdz09

Meeting ID: 867 1523 8174
Passcode: 237984

Dial Toll Free:
877 853 5257 US Toll-free
888 475 4499 US Toll-free

Find your local number: https://us02web.zoom.us/u/keauaYAfLm

Join by Skype for Business: https://us02web.zoom.us/skype/86715238174

CALL TO ORDER AND ROLL CALL

City Council Members
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Todd Purcell
Council Member Place 4 April Harris Allison
Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
Finance Director Shawn Cox
City Secretary Andrea Cunningham
Communications Director Lisa Sullivan
Senior Planner Amanda Padilla
City Engineer Chad Gilpin
Public Works Coordinator Aaron Reed
Parks & Community Services Director Kelly Schmidt
DSRP Event Center Manager Tina Adams

WORKSHOP

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

1. **Discussion of Proposed Concept Plan for a portion of the Cannon Tract.** *Sponsor: Mayor Foulds.*

2. **Discussion of Proposed Concept Plan for Cynosure tract also known as Wild Ridge.** *Sponsor: Mayor Foulds.*

CITY COUNCIL REGULAR MEETING

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

PROCLAMATIONS & PRESENTATIONS

3. **Proclamation recognizing the Public Service of Mim James for four years of service on the TIRZ No. 1 & No. 2 Board.**

CONSENT AGENDA

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

4. **Approval of the City Council regular meeting minutes of December 8, 2020 and December 15, 2020; and the special meeting minutes of December 22, 2020.**

5. **Approval of the December 2020 City Treasurer's Report.**

6. **Approval of a Joint Election Agreement between the City of Dripping Springs and Dripping Springs Independent School District regarding the May 1, 2021 General Municipal Election.**

7. **Approval of an Election Services Contract between the City of Dripping Springs and Hays County Elections Administrator regarding the May 1, 2021 General Municipal Election.**

8. **Approval of a Joint Elections Agreement between the City of Dripping Springs and Hays County regarding the May 2021 General Municipal Election.**

9. **Approval of a Resolution Accepting Improvements as Complete and Approving A Maintenance Bond for Bunker Ranch Subdivision Phase 3 Streets and Drainage Improvements.**

10. **Approval of a Resolution Accepting Improvements as Complete and Approving Maintenance Bonds for Arrowhead Ranch Subdivision Phase 4 Streets, Drainage, Wastewater Improvements, and Erosion Control and Releasing a Construction Bond.**

11. **Approval of a Facility Use Agreement between the City of Dripping Springs and Tiger Splash TAAF Swim Team for use of the Founders Memorial Park Pool for 2021.**

BUSINESS AGENDA

12. **Public hearing and consideration of approval regarding an Ordinance amending Chapter 30, Exhibit A Zoning Ordinance and Appendix E Zoning Use Regulations to allow an accessory structure use to a principal use in Government/Utility/Institutional Districts.**

    a) Staff report
    b) Planning and Zoning Commission report
    c) Public Hearing
    d) Ordinance

13. **Public hearing and consideration of approval regarding an Ordinance amending Chapter 28, Exhibit A Subdivision Ordinance, Sec 4.10 Revisions to Approved Preliminary Plat to update regulations to major and minor revisions and an Ordinance**

amending Appendix A: Article A1.000 (General Provisions) of the Dripping Springs Code of Ordinances; Amending the Dripping Springs Fee Schedule Section 4: Subdivision and Section 9: Parks & Recreation to modify fees for preliminary plat reviews.

a) Staff report
b) Planning and Zoning Commission report
c) Public Hearing
d) Preliminary Plat Ordinance
e) Fee Schedule Ordinance

14. **Public hearing and consideration of approval regarding an Ordinance amending Chapter 28, Article 29.03 Parkland Dedication. The proposed amendment will update regulations, requirements for dedication of Parkland, and criteria for fee-in-lieu, and consideration of an Ordinance amending Appendix A: Article A1:000 (General Provisions) of the Dripping Springs Code of Ordinances; Amending the Dripping Springs Fee Schedule Section 3: Site Development and Section 4: Subdivision and Creation of Park Development Fee Fund.**

a) Staff report
b) Planning and Zoning Commission report
c) Public Hearing
d) Parkland Dedication Ordinance
e) Fee Schedule Ordinance

15. **Discuss and consider the Appointment of five (5) individuals to the Emergency Management Commission for terms ending January 1, 2023.**

16. **Discuss and consider approval of a Resolution regarding the Appointment of an individual to the Tax Increment Reinvestment Zone No. 1 & No. 2 Board for a term ending December 31, 2021.** *Sponsor: Mayor Pro Tem Manassian.*

17. **Discuss and consider possible action regarding a Real Property Purchase Agreement between the City of Dripping Springs and Dripping Springs Independent School for Dripping Springs Independent School District property located at 510 Mercer Street, Dripping Springs, Texas 78620 and possible action on Interlocal Agreement between the City of Dripping Springs, Dripping Springs Independent School District, Hays County, and Dripping Springs Community Library.** *Sponsor: Mayor Pro Tem Manassian.*

18. **Discuss and consider possible action regarding a Request for Refund of Master Sign Plan Fee for The Shops at Ledgestone.** *Applicant Charlie Hill, President, DH Investments, Manager, Shops at Ledgestone, LLC.*

REPORTS

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

19. **Transportation Committee Monthly Report**
Jim Martin, Interim Committee Chair

20. **Parks & Community Services Director's Monthly Report**
Kelly Schmidt, PCS Director

21. **Maintenance Director's Monthly Report**
Craig Rice, Maintenance Director

EXECUTIVE SESSION AGENDA

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

22. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*

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

24. **Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

25. **Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, easements, and density of development.** *Consultation with Attorney, 551.071*

UPCOMING MEETINGS

City Council Meetings
January 19, 2021 at 6:00 p.m.
February 9, 2021 at 6:00 p.m.
February 16, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings
January 13, 2021 at 4:00 p.m. Utility Commission
January 21, 2021 at 10:00 a.m. Farmers Market Association Board
January 21, 2021 at 12:00 p.m. Emergency Management Commission
January 25, 2021 at 3:30 p.m. Transportation Committee
January 26, 2021 at 6:30 p.m. Planning & Zoning Commission
January 27, 2021 at 4:00 p.m. Economic Development Committee

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

Due to the Texas Governor Order, Hays County Order, City of Dripping Springs Disaster Declaration, and Center for Disease Control guidelines related to COVID-19, a quorum of this body could not be gathered in one place, and this meeting will be conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.

I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on ***January 8, 2021 at 3:00 p.m.***

_____

City Secretary

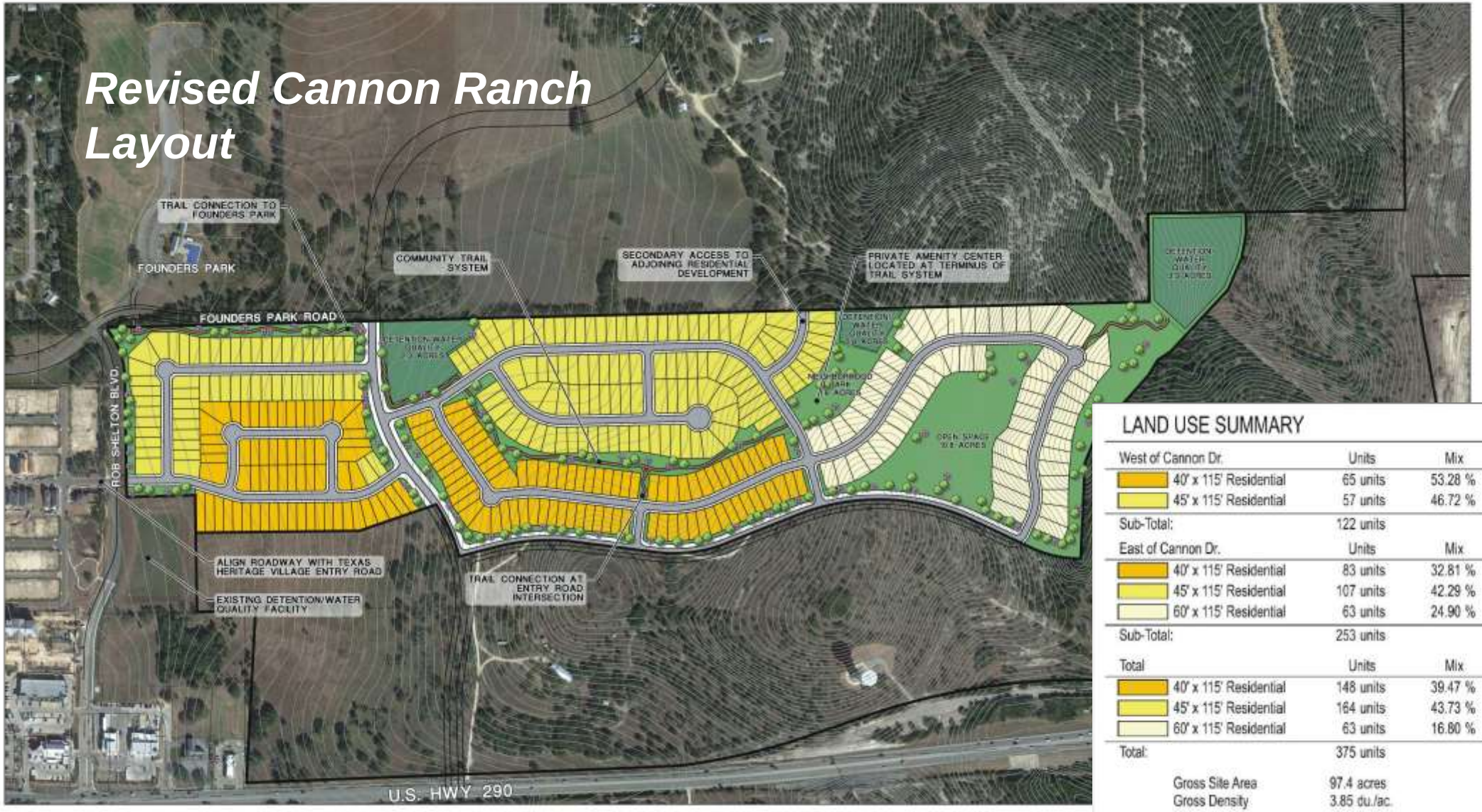
This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.

City Council Workshop Presentation 1.12.21

Cannon Ranch

Ashton Woods Homes

Revised Cannon Ranch Layout



LAND USE SUMMARY

West of Cannon Dr.	Units	Mix
40' x 115' Residential	65 units	53.28 %
45' x 115' Residential	57 units	46.72 %
Sub-Total:	122 units	

East of Cannon Dr.	Units	Mix
40' x 115' Residential	83 units	32.81 %
45' x 115' Residential	107 units	42.29 %
60' x 115' Residential	63 units	24.90 %
Sub-Total:	253 units	

Total	Units	Mix
40' x 115' Residential	148 units	39.47 %
45' x 115' Residential	164 units	43.73 %
60' x 115' Residential	63 units	16.80 %
Total:	375 units	

Gross Site Area	97.4 acres
Gross Density	3.85 du./ac.

North

Scale: 1" = 400'

Date: January 7, 2020

SEC Planning, LLC
Land Planning • Landscape Architecture • Community Branding
AUSTIN, TEXAS

LOTTING PLAN D
CANNON RANCH
DRIPPING SPRINGS, TEXAS

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Lot Size, Mix, & Density Comparison

Previous Land Plan

- Total Lots – 399
- Project Density – 4.1 units/acre
  - (dwelling units per gross acre)
- 209 – 40's
  - 52% of lot mix
- 190 – 45's
  - 48% of lot mix

Revised Land Plan

- Total Lots – 375
- Project Density – 3.85 units/acre
  - (dwelling units per gross acre)
- 148 – 40's
  - 39% of lot mix
- 164 – 45's
  - 44% of lot mix
- 63 – 60's (New Lot Size)
  - 17% of lot mix

PARKLAND SUMMARY

Residential 375 units

	Area	Calculation	
Required Parkland Area*:	15.0 acres	1 AC / 25 LUEs	
Parkland Credit Summary	Area	Credit	Dedication
Private Parkland			
Private Neighborhood Park	1.03 acres	0% credit	0 acres
Private Open Space	2.17 acres	0% credit	0 acres
Total Private Parkland:	3.20 acres		0 acres
Public Parkland			
Public Uplands Park/Open Space	20.31 acres	100% credit	20.31 acres
Detention/ Water Quality	3.85 acres	100% credit*	3.85 acres
Total Public Parkland Credits:	24.16 acres		24.16 acres
Required Parkland Dedication:			15.96 acres
Delta:			+8.20 acres
Offroad 8' Trail			2,628 lf
Roadside 8' Concrete Trail			1,715 lf

*note: max of half (1/2) of the required parkland total can be acreage from detention/water quality ponds.

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS

PARKLAND EXHIBIT
CANNON RANCH
DRIPPING SPRINGS, TEXAS

North
Scale: 1" = 400'
Date: January 06, 2021

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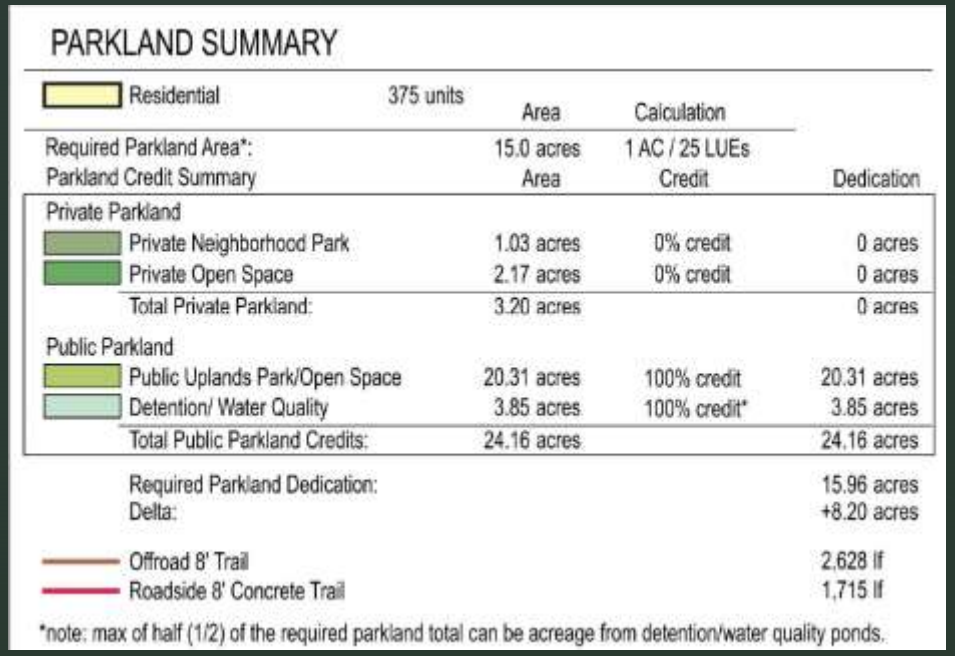
Parkland & Open Space

Proposed Parkland Dedication and Improvements



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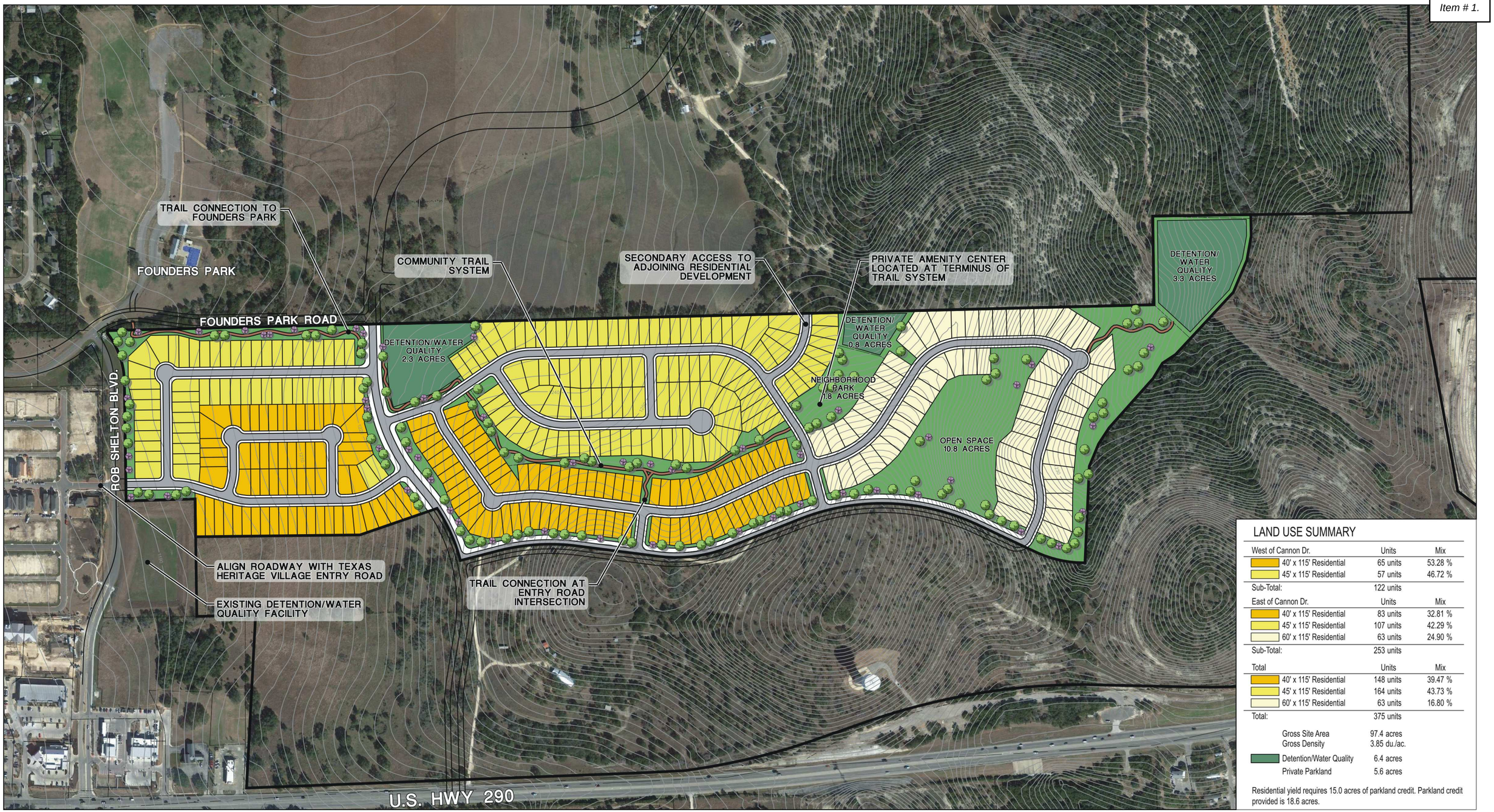
- Cannon Ranch will provide more than 50% of the required amount of dedicated parkland areas.
- Cannon Ranch will provide pedestrian trails throughout much of the community to enhance resident's outdoor activities, walkability to nearby commercial and retail, as well as connect to other trail networks in nearby communities.
- Proposed trail improvements are to be funded 100% by developer and maintained by the resident community HOA.
  - Trail improvements and open space will be dedicated to the City, allowing public use, but the City will not be obligated to maintain the areas and improvements
- Private pocket park(s) will be provided solely for resident's use, as well as providing trail access to nearby Founder's Park

Cannon Ranch Development Summary

Benefits to Dripping Springs and Future Residents

- Located within the City's growing "core" area, the development of Cannon Ranch with the requested density will allow for the greatest amount of developer contributions to improving existing roads as well as expanding the transportation network with new collectors and arterials.
- Cannon Ranch will promote a pedestrian-friendly design with wider street pavement than recent developments, as well as numerous street, sidewalk, and trail connections to adjacent communities or future developments, as well as the City's Founder's Park and nearby commercial and retail properties.
- Abundant parkland and open space have been planned for dedication to the City, exceeding the requirement by current ordinance, but also in a manner that respects the site's natural characteristics to minimize disturbance or tree removal.
- Trails and other park or open space areas will be available to use by the public, but the City will not incur financial responsibility to maintain or upkeep the areas.



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Total:	375 units	

Gross Site Area	97.4 acres
Gross Density	3.85 du./ac.
Detention/Water Quality	6.4 acres
Private Parkland	5.6 acres

Residential yield requires 15.0 acres of parkland credit. Parkland credit provided is 18.6 acres.

North

0 200 400 800

Scale: 1" = 400'

Date: January 7, 2020

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AUSTIN, TEXAS
t.512.246.7003
www.secplanning.com + info@secplanning.com

LOTTING PLAN D

CANNON RANCH

DRIPPING SPRINGS, TEXAS

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PARKLAND EXHIBIT

CANNON RANCH

DRIPPING SPRINGS, TEXAS

North

0 200 400 800

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Date: January 06, 2021

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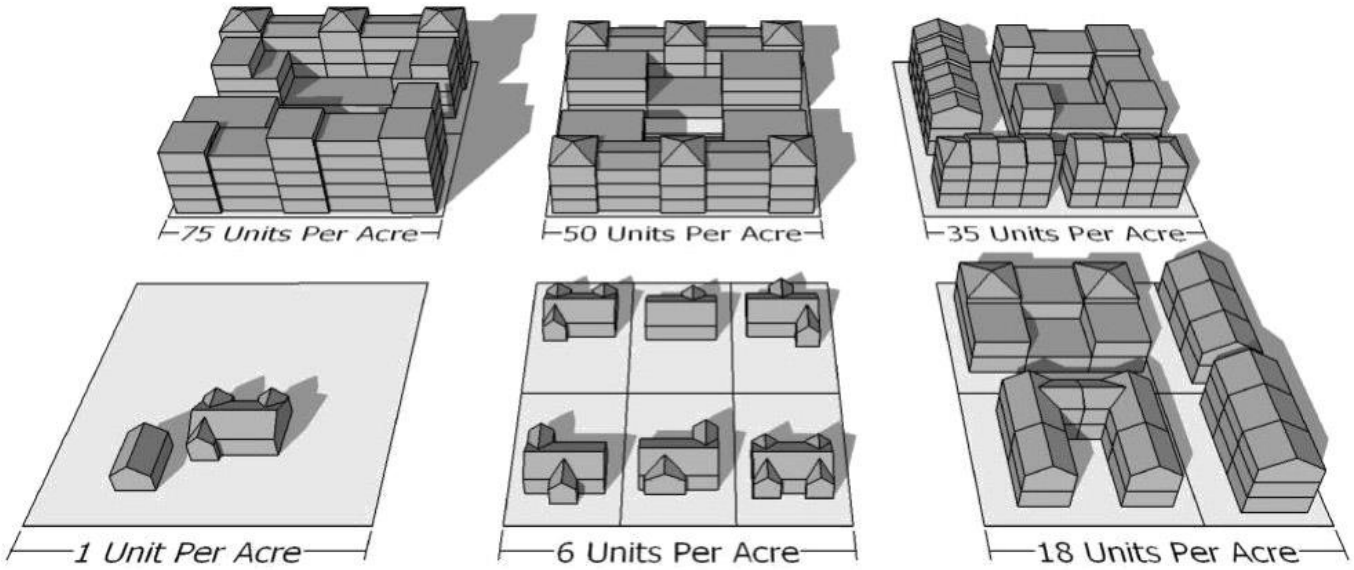
What is Residential Density

- Residential density refers to the number of dwelling units per acres of land (DU/Acres)
- Density is used in planning for new residential development to measure the amount of new housing to go on a specific site.



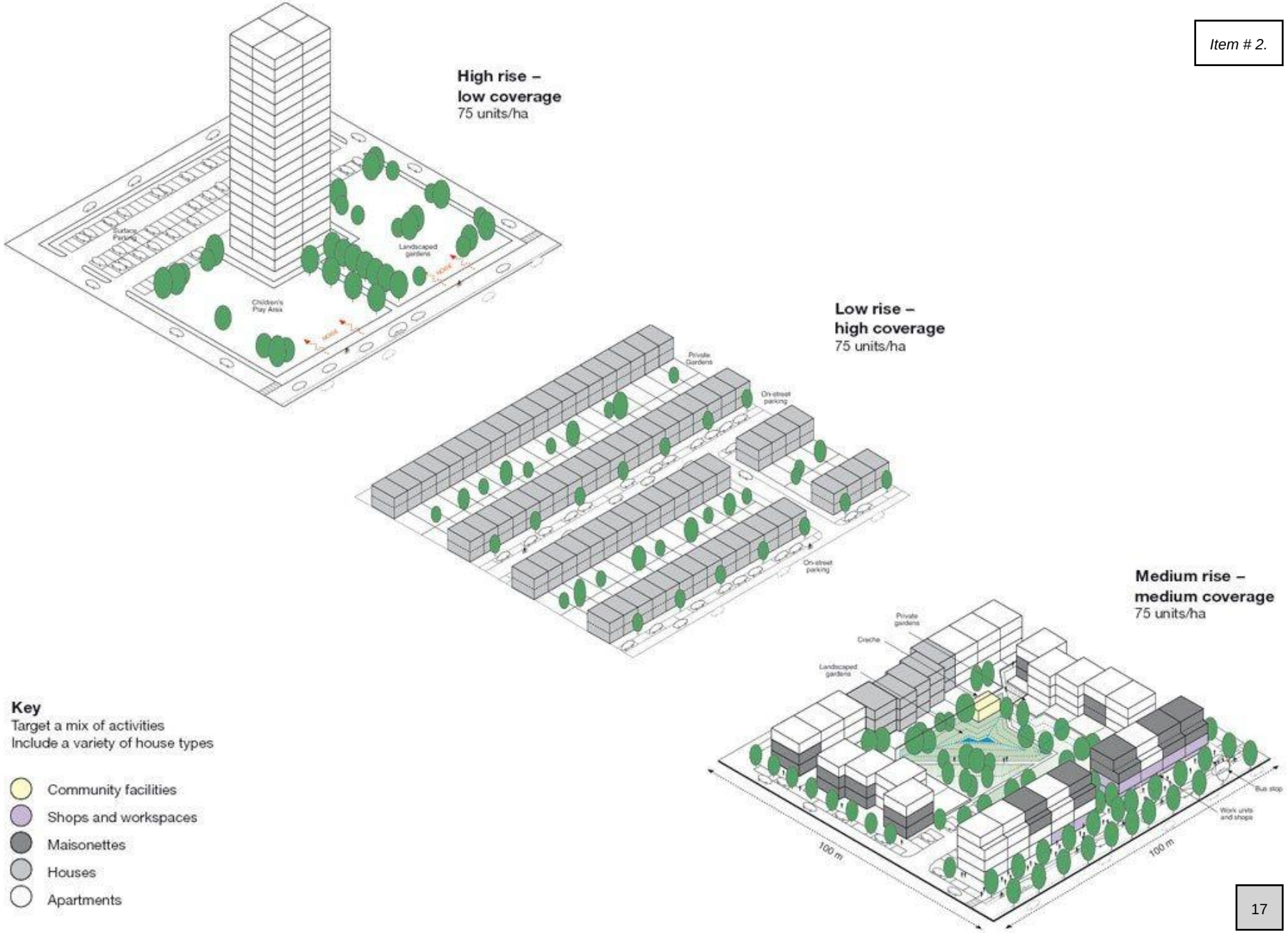
Calculating Density

- There are two ways to calculate density

1. Gross Density is the number of units divided by the acreage of the entire area

2. Net Density is the number of units divided by the acreage of residential area

Gross density can result in the same traffic congestion that can be a major concern of density

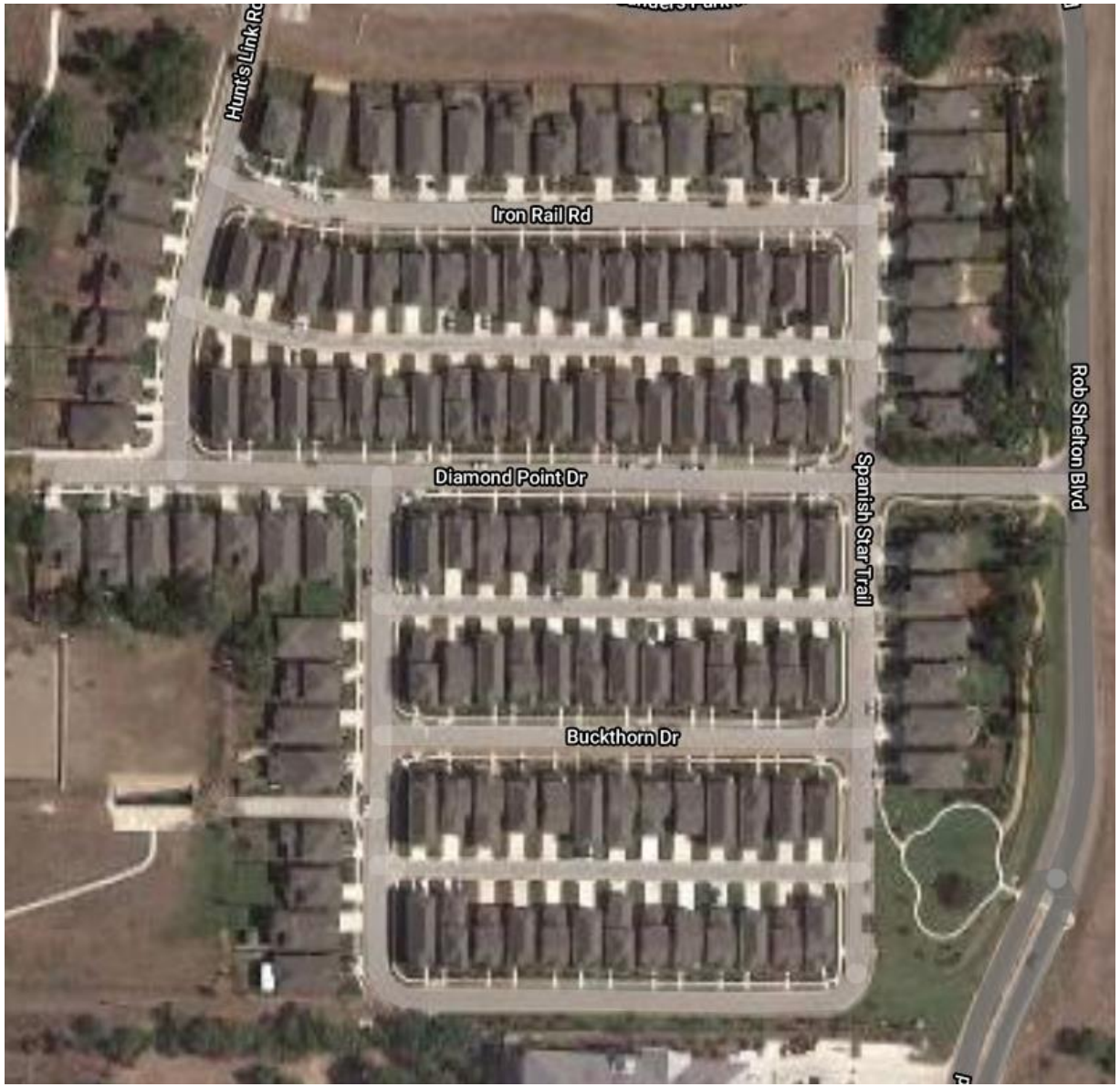


- Badly designed high density can lead to various issues
  - Cramped
  - Traffic congestion
  - Increased parking demand
  - Lack of privacy
  - Reduced open space
  - Inability to fit in with the surrounding community
- Low Density can lead to
  - Urban Sprawl
  - Feelings of isolation
  - Car dependency
  - Difficulties in offering a wider range of housing options
  - Affordability issues

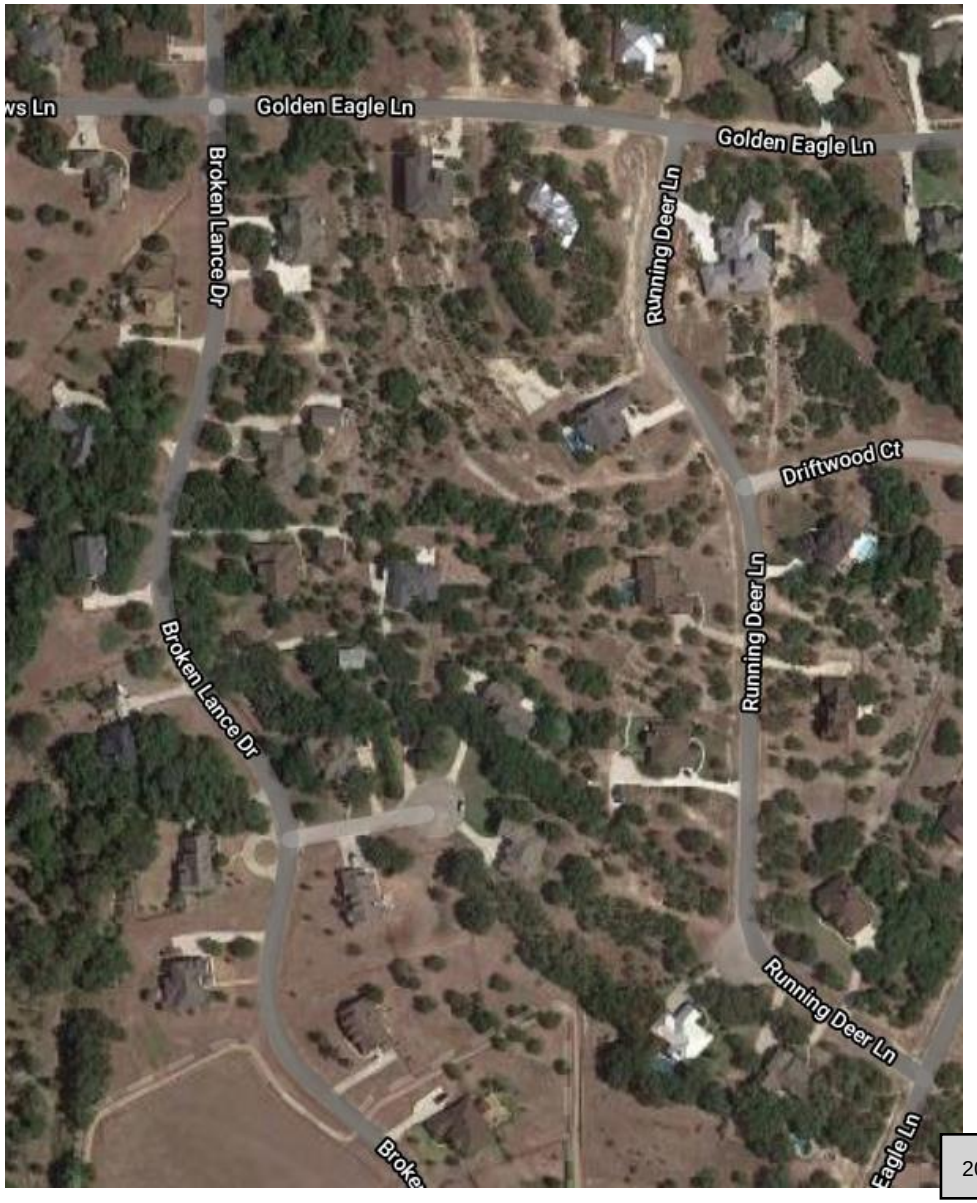
Ways density is observed

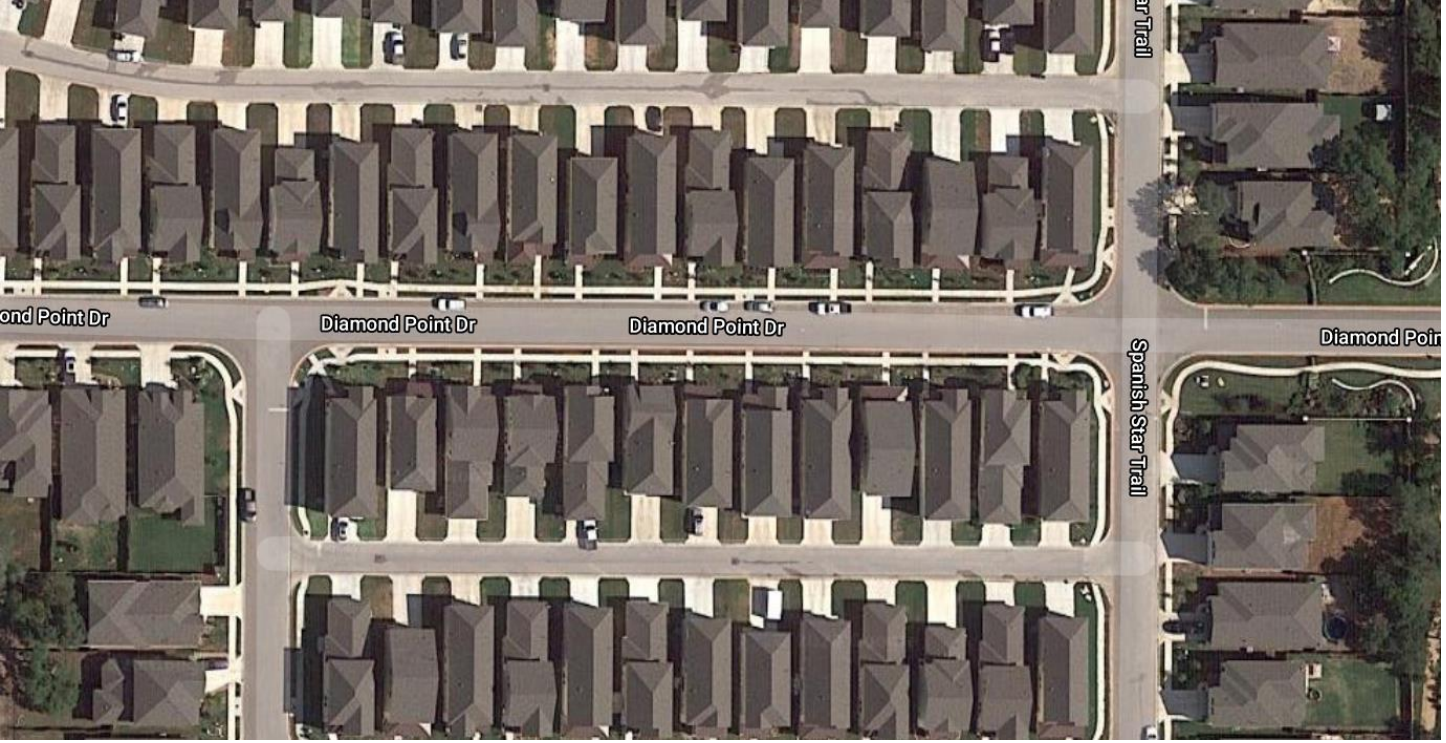
- Visually
- Height
- Setbacks
- Impervious cover
- Open space
- Traffic congestion

High Density – Texas Heritage



Low Density – Hidden Springs




ond Point Dr
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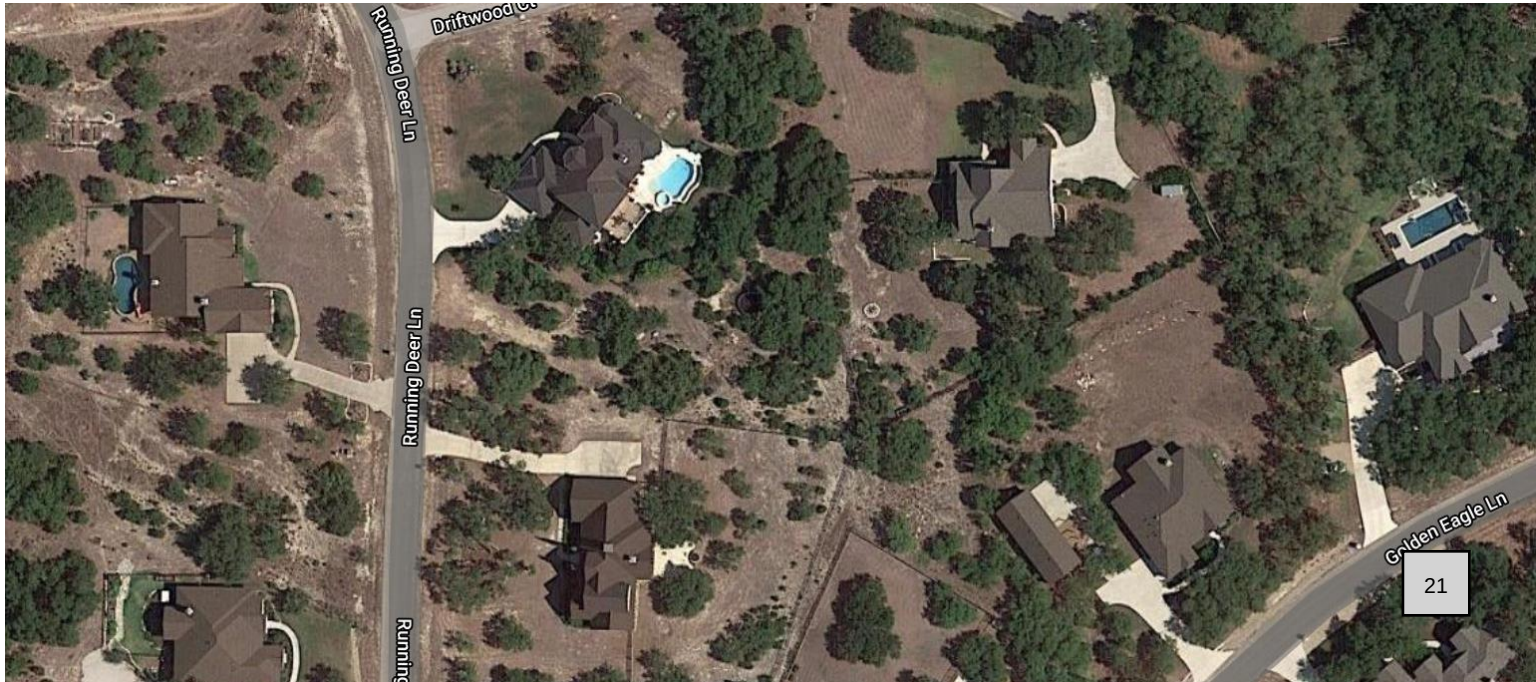
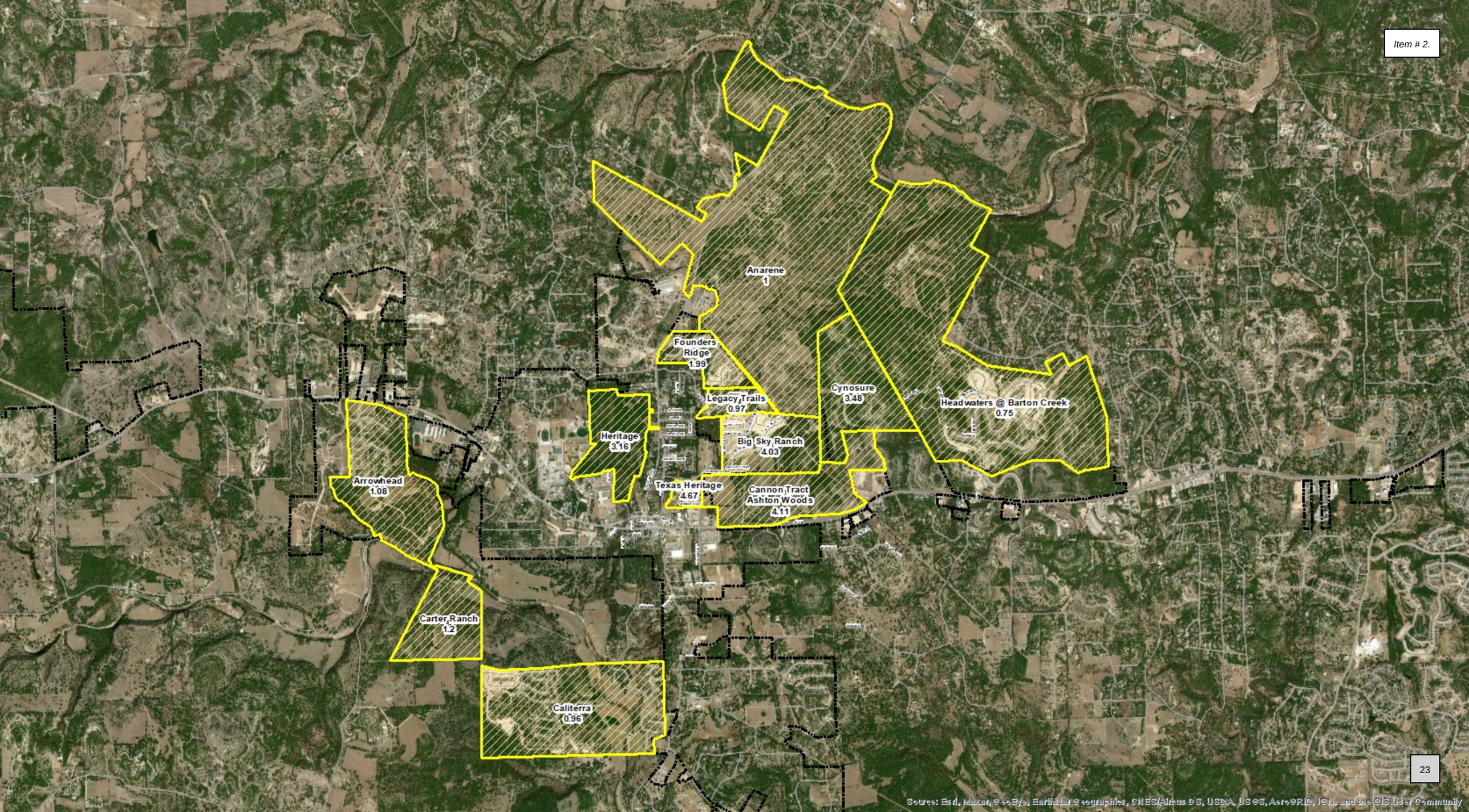
Spanish Star Trail


Running Deer Ln
Running Deer Ln
Golden Eagle Ln

Density Map


Anarene
1
Founders Ridge
1.99
Legacy Trails
0.97
Cynosure
3.48
Headwaters @ Barton Creek
0.75
Heritage
3.16
Big Sky Ranch
4.03
Arrowhead
1.08
Texas Heritage
4.67
Cannon Tract
Ashton Woods
4.11
Carter Ranch
1.2
Caliterra
0.96
Sources: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Development	City Limits/ETJ	Single Family Lot or LUEs	Wastewater	Acreage	Density per Acreage	34/35	40	45	50	60	65/70
Anarene	ETJ	1677	WW-CODS	1677.61	1				X		
Arrowhead	City Limits	403	WW-CODS	374.2	1.08				X	X	X
Big Sky Ranch	City Limits	805	WW-CODS	200	4.03	X		X		X	
Caliterra	ETJ	567.7	WW-CODS	592	0.96				X		
Cannon Tract	City Limits	400	WW-CODS	97.049	4.12		X	X			
Carter Tract	ETJ	235	WW-CODS	196.8	1.19				X		
Cynosure	ETJ	985	WW-CODS (Proposed)	283	3.48		X		X	X	
Founders Ridge	City Limits	204	WW-CODS	102.479	1.99						X
Headwaters	ETJ	1000	WW-MUD	1336.7	0.75				X	X	X
Heritage	City Limits	595	WW-CODS	188.13	3.16	X	X	X	X	X	
Legacy Trails	City Limits	54	Septic	55.7026	0.97						
Texas Heritage	City Limits	139	WW-CODS	29.784	4.67	X		X			

Zoning Districts	Lot Size	Units per acre*	parkland per acre**
SF-1	1 acre	1	0.04
SF-2	0.5 acre	2	0.08
SF-3	3,500 sq ft	12.5	0.5
SF-4	10,000 sq ft	4.35	0.174
SF-5	2,500 sq ft	16.67	0.6668
MF	1,815 sq ft	24	0.96

1 acre= 43,560 sq ft

*Maximum density a subdivision can build to

** Based on SF= 1 LUE

ETJ Minimum Lot and Unit Sizes

Wastewater System	Aquifer Zone	Surface or Rainwater	Public Water Supply	Private Well
Public Sewer	Recharge	1.5	1.5	2
	Contributing	0.75	0.75	1.5
	WQBZ	2.0/Av 3.0	2.0/Av 3.0	2.0/Av 3.0
Private Septic	Recharge	2	2	2
	Contributing	1.5	1.5	2
	CWQZ	2	2	2
	WQBZ	2.0/Av 3.0	2.0/Av 3.0	2.0/Av 3.0

PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
RECOGNIZING THE PUBLIC SERVICE OF

"Mim James"

WHEREAS, Mim James was appointed to the Tax Increment Reinvestment Zone No. 1 & No. 2 Board of Directors on November 29, 2016; and

WHEREAS, Mim James was appointed as Board Vice Chair December 5, 2016 and continued to serve in this position throughout his tenure; and

WHEREAS, Mim James worked tirelessly to promote and develop the City of Dripping Springs Tax Increment Reinvestment Zones No. 1 and No. 2; and

WHEREAS, Mim James devoted much of his free time to ensure proper financing and accounting of the TIRZ No. 1 and No. 2; and

WHEREAS, Mim James' dedication and perseverance with regards to the City of Dripping Springs Tax Increment Reinvestment Zones No. 1 and No. 2, have contributed immensely to the viability and success of projects.

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

1. The City Council recognizes and thanks Mim James for his dedication and public service to the City in his capacity as a Tax Increment Reinvestment Zone No. 1 & No. 2 Board of Directors Member.

_____

Bill Foulds, Jr., Mayor

CITY COUNCIL SPECIAL MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, December 22, 2020 at 5:30 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting
https://us02web.zoom.us/j/88533838214?pwd=TkEwZUY1RzAyWXVBSFdRbjRwNkhCUT09

Meeting ID: 885 3383 8214
Passcode: 618068

Dial Toll Free:
877 853 5257 US Toll-free
888 475 4499 US Toll-free

Find your local number: https://us02web.zoom.us/u/kc5f8mziF3

Join by Skype for Business: https://us02web.zoom.us/skype/88533838214

CALL TO ORDER AND ROLL CALL

City Council Members present were:
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Todd Purcell
Council Member Place 4 April Harris Allison
Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials present were:
City Administrator Michelle Fischer
City Attorney Laura Mueller
TIRZ No. 1 & No. 2 Board Members: Dave Edwards and Walt Smith

With a quorum of the City Council present, Mayor Foulds called the meeting to order at 5:32 p.m.

PLEDGE OF ALLEGIANCE

Mayor Foulds led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

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

Dave Edwards and Walt Smith spoke regarding Business Agenda Item 1.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property, and regarding Executive Session Agenda Item 1. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

The City Council met in Executive Session from 5:43 p.m. – 6:18 p.m.

No vote or action or vote was taken during Executive Session. Mayor Foulds returned the meeting to Open Session at 6:18 p.m.

A motion was made by Council Member Harris-Allison to recess the meeting for a short break. Council Member King seconded the motion which carried unanimously 4 to 0.

The City Council recessed from 6:18 p.m. – 6:23 p.m.

Mayor Foulds returned the meeting to Open Session at 6:23 p.m. and continued with the Business Agenda item.

BUSINESS AGENDA

1. **Discuss and consider possible action regarding a Real Property Purchase Agreement between the City of Dripping Springs and Dripping Springs Independent School for Dripping Springs Independent School District property located at 510 Mercer Street, Dripping Springs, Texas 78620.**

   Laura Mueller gave a report on the status of the project, and recommends that the real estate agreement be rejected.

   A motion was made by Mayor Pro Tem Manassian to reject the Real Estate Agreement as proposed by the School District and direct staff to communicate that the reason for rejection is that the proposed agreement lacks a firm commitment if City ownership of the land in 2022, and to direct the Mayor and staff to take the necessary steps that are needed to move forward with the Interlocal as they deem appropriate and to notify the School District of the City's decision. Council Member Crow seconded the motion which carried unanimously 4 to 0.

EXECUTIVE SESSION AGENDA

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

2. **Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

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

ADJOURN

A motion was made by Council Member Purcell moved to adjourn the meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 6:28 p.m.

APPROVED ON: January 12, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CITY COUNCIL WORKSHOP & REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, December 15, 2020 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting
https://us02web.zoom.us/j/89837485344?pwd=Ull4bEhxYTZFL3NIOWEvenZFMy9PZz09

Meeting ID: 898 3748 5344
Passcode: 607455

Dial Toll Free:
877 853 5257 US Toll-free
888 475 4499 US Toll-free

Find your local number: https://us02web.zoom.us/u/kUhqqOt9

Join by Skype for Business: https://us02web.zoom.us/skype/89837485344

CALL TO ORDER AND ROLL CALL

City Council Members
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Todd Purcell
Council Member Place 4 April Harris Allison
Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Secretary Andrea Cunningham
Senior Planner Amanda Padilla
Communications Director Lisa Sullivan
City Treasurer Gina Gillis
Parks & Community Services Director Kelly Schmidt
DSRP Event Center Manager Tina Adams

IT Coordinator Misty Dean
Planning Consultant Robyn Miga
Planning & Zoning Commissioners: Mim James, Jim Martin, John McIntosh and Christian Bourguignon

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

WORKSHOP

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

1. **Presentation and discussion regarding Density and Development, to include a report from the Planning & Zoning Commission.** *Sponsor: Mayor Bill Foulds, Jr.*

   Chair Mim James presented the Planning & Zoning Commission report.

   Amanda Padilla presented the staff report which is on file.

2. **Presentation on the City's process and goals for the rewrite of the Zoning Ordinance.** *Sponsor: Mayor Bill Foulds, Jr.*

   Amanda Padilla presented the staff report which is on file.

CITY COUNCIL

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

3. **Proclamation of the City of Dripping Springs Celebrating the Twenty Years of Service by Ginger Faught.**

Mayor Foulds read and presented the proclamation to Ginger Faught.

CONSENT AGENDA

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

4. **Approval of a Resolution adopting the revised City of Dripping Springs Meetings, Agendas and Minutes Policy and Procedure.** *Sponsor: Council Member Harris-Allison*

   A motion was made by Council Member Harris-Allison to approve Consent Agenda Item 4. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

   Filed as Resolution No. 2020-R58

BUSINESS AGENDA

5. **Discuss and consider possible action regarding an Annual Dripping Springs Ranch Park Use Pass as a City of Dripping Springs Employee Benefit.**

   Tina Adams presented the staff report which is on file. Staff recommends approval of the benefit.

   A motion was made by Council Member Harris-Allison to approve an Annual Dripping Springs Ranch Park Use Pass as a City of Dripping Springs Employee Benefit. Council Member Crow seconded the motion which carried unanimously 5 to 0.

6. **Discuss and consider approval of a Resolution regarding the Appointment of members to the Tax Increment Reinvestment Zone Boards No. 1 & No. 2 for one and two-year terms and determining place.** *Sponsor: Mayor Pro Tem Manassian*

   Laura Mueller presented the staff report which is on file.

   A motion was made by Council Member Harris-Allison to appoint Taline Manassian to the TIRZ No. 1 & No. 2 Board for a term of two years. Council Member Purcell seconded the motion which carried 4 to 0 to 1, with Mayor Pro Tem Manassian abstaining.

   A motion was made by Council Member Harris Allison to reappoint Dave Edwards and Missy Atwood to two-year terms and John McIntosh to a one-year term. Council Member King seconded the motion which carried unanimously 5 to 0.

REPORTS

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

Report is on file and available for review upon request.

7. Economic Development Committee Monthly Report
Kim Fernea, Committee Chair

A motion was made by Council Member Harris-Allison to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney, 551.072, Deliberation of Real Property, and 551.074, Personnel Matters and regarding Executive Session Agenda items 10 – 12. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

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

8. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders. *Consultation with City Attorney, 551.071*

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

10. Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

11. Consultation with Attorney regarding legal issues related to litigation on the trial court's judgment in *SOS v. TCEQ* in the 459th Judicial District Court of Travis County and related development, financial, and utility issues. *Consultation with City Attorney, 551.071*

12. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the city planner. *Personnel Matters, 551.074*

13. **Deliberation of Personnel Matters and Consultation with City Attorney regarding legal issues related to employee benefits for city facilities.** *Consultation with City Attorney, 551.071; Personnel Matters, 551.074*

The City Council met in Executive Session from 7:38 p.m. – 8:04 p.m.

No vote or action was taken during Executive Session. Mayor Foulds returned the meeting to Open Session at 8:05 p.m.

OPEN SESSION

A motion was made by Council Member Harris-Allison to pull Executive Session Agenda Items 11 and 12 for further consideration and possible action. Council Member King seconded the motion which carried unanimously 5 to 0.

11. **Consultation with Attorney regarding legal issues related to litigation on the trial court's judgment in *SOS v. TCEQ* in the 459th Judicial District Court of Travis County and related development, financial, and utility issues.** *Consultation with City Attorney, 551.071*

    A motion was made by Council Member Harris-Allison to hire Alexander DeVos as Appellate Counsel regarding SOS vs. TCEQ. Council Member Crow seconded the motion which carried unanimously 5 to 0.

12. **Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the city planner.** *Personnel Matters, 551.074*

    A motion was made by Council Member Harris-Allison to approve the hiring of a City Planner at the salary as discussed in Executive Session. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council Meetings
January 12, 2021 at 6:00 p.m.
January 19, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings
Planning & Zoning Commission, December 16, 2020 at 6:30 p.m.
Farmers Market Association Board, December 17, 2020 at 10:00 a.m.
Transportation Committee, December 28, 2020 at 3:30 p.m.
Parks & Recreation Commission, January 4, 2021 at 6:00 p.m.
DSRP Board, January 6, 2021 at 12:00 p.m.
Historic Preservation Commission, January 7, 2021 at 4:00 p.m.
TIRZ No. 1 & No. 2 Board, January 11, 2021 at 4:00 p.m.
Founders Day Commission, January 11, 2021 at 6:30 p.m.
Utility Commission, January 13, 2020 at 4:00 p.m.

ADJOURN

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

This regular meeting adjourned at 8:07 p.m.

APPROVED ON: January 12, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, December 08, 2020 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting
https://us02web.zoom.us/j/89837485344?pwd=Ull4bEhxYTZFL3NIOWEvenZFMy9PZz09

Meeting ID: 898 3748 5344
Passcode: 607455

Dial Toll Free:
877 853 5257 US Toll-free
888 475 4499 US Toll-free

Find your local number: https://us02web.zoom.us/u/kUhqqOt9

Join by Skype for Business: https://us02web.zoom.us/skype/89837485344

CALL TO ORDER AND ROLL CALL

City Council Members
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Todd Purcell
Council Member Place 4 April Harris Allison
Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
City Secretary Andrea Cunningham
Senior Planner Amanda Padilla
City Engineer Chad Gilpin
Parks & Community Services Director Kelly Schmidt
DSRP Event Center Manager Tina Adams
Communications Director Lisa Sullivan
Planning & Zoning Commission Chair Mim James

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

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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

No one spoke during Presentation of Citizens.

CONSENT AGENDA

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

1. **Approval of the November 3, 2020 City Council special meeting minutes; and the November 10, 2020 and November 17, 2020 City Council regular meeting minutes.**

2. **Approval of the November 2020 City Treasurer Report.**

3. **Approval of a Resolution of the City of Dripping Springs, Texas Consenting to Bond for Reunion Ranch Water Control and Improvement District of Hays County.**

   Filed as Resolution No. 2020-R56

4. **Approval of an Eagle Scout Project and Donation Agreement for the Design, Funding, Construction/Installation of a Chimney Swift Tower at Dripping Springs Ranch Park.**

5. **Approval of an Agreement extending Curative lease of Triangle for COVID-19 testing purposes.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 1 – 5. Council Member Crow seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

6. **Public hearing and consideration of approval of an Annexation Agreement and Ordinance of the City of Dripping Springs, Texas to Voluntarily Annex by Request of the Property Owner of approximately 0.748 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey, Abstract No. 222, located at 102 Rose Drive, Dripping Springs, Texas 78620.** *Applicant: Dave Merkel and Fred Van Cura*

   Council Member Purcell recused from this item.

   a) Presentation

   Applicants Dave Merkel and Fred Van Cura were available for questions.

   b) Staff Report

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

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

   d) Annexation Agreement
   e) Annexation Ordinance

   A motion was made by Mayor Pro Tem Manassian to approve an Annexation Agreement and Ordinance of the City of Dripping Springs, Texas to Voluntarily Annex by Request of the Property Owner of approximately 0.748 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey, Abstract No. 222, located at 102 Rose Drive, Dripping Springs, Texas 78620. Council Member Crow seconded the motion which carried 4 to 0 to 1, with Council Member Purcell recused.

   Filed as Ordinance No. 2020-59

7. **Public hearing and consideration of approval of an Ordinance regarding ZA2020-0008: an application for a Zoning Amendment to consider a proposed zoning map amendment from Agriculture District (AG) to Two Family Residential - Duplex District (SF-4) for an approximately .748 acre tract of land situated in BENJAMIN F. HANNA Survey. This property is located at 102 Rose Drive, Dripping Springs, TX (R15132).** *Applicant: Dave Merkel and Fred Van Cura*

   Council Member Purcell recused from this item.

   a) Presentation

   Applicants Dave Merkel and Fred Van Cura were available for questions.

b) Staff Report

Robyn Miga presented the staff report which is on file. Staff recommends approval of the zoning amendment.

c) Planning and Zoning Report

Chair James: Commission recommended approval 4 to 0.

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

e) Zoning Amendment

A motion was made by Council Member Harris-Allison to approve an Ordinance regarding ZA2020-0008: an application for a Zoning Amendment to consider a proposed zoning map amendment from Agriculture District (AG) to Two Family Residential - Duplex District (SF-4) for an approximately .748 acre tract of land situated in BENJAMIN F. HANNA Survey. This property is located at 102 Rose Drive, Dripping Springs, TX (R15132). Council Member King seconded the motion which carried unanimously 4 to 0 to 1, with Council Member Purcell recused.

Filed as Ordinance No. 2020-60

8. **Public hearing and consideration of approval of an Ordinance regarding ZA2020-0010: an application for a Zoning Amendment to consider a proposed zoning map amendment from Two Family Residential - Duplex District (SF-4) to General Retail District (GR) for an approximately 1 acre tract of land situated Phillip A. Smith Survey (Legal Description: A0415 PHILIP A SMITH SURVEY, ACRES 1.00). This property is generally located on Ranch Road 12 across from Summit Drive in Dripping Springs, TX. (R17873).** *Applicant: Jon Thompson*

a) Presentation

Applicant Jon Thompson presented the item.

b) Staff Report

Robyn Miga presented the staff report which is on file. The applicant is requesting to down-zone from GR to LR. Staff recommends approval of the zoning amendment with the zoning designation of LR, Local Retail.

c) Planning and Zoning Report

Chair James: Commission recommended approval 4 to 0.

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

e) Zoning Amendment

A motion was made by Council Member King to approve an Ordinance regarding ZA2020-0010: an application for a Zoning Amendment to consider a proposed zoning map amendment from Two Family Residential - Duplex District (SF-4) to Local Retail (LR) for an approximately 1 acre tract of land situated Phillip A. Smith Survey (Legal Description: A0415 PHILIP A SMITH SURVEY, ACRES 1.00). This property is generally located on Ranch Road 12 across from Summit Drive in Dripping Springs, TX. (R17873). Mayor Pro Tem Manassian seconded the motion which carried 4 to 0 to 1, with Council Member Purcell abstaining.

Filed as Ordinance No. 2020-61

9. **Public hearing and consideration of approval of an Ordinance regarding CUP2020-0009: an application to consider a conditional use permit to allow for an accessory dwelling unit at the property located at 101 Woods Loop, Driftwood, Texas 78620.** *Applicant: Jon Thompson*

Mayor Foulds recused from this item and Mayor Pro Tem Manassian proceeded over the meeting.

a) Presentation

Applicant Jon Thompson presented the item.

b) Staff Report

Amanda Padilla presented the staff report which is on file. Staff recommends approval of the CUP with the following conditions:

(1) No more than two driveway cuts permitted on the lot.
(2) The ADU shall be connected to an approved on-site septic system prior to occupancy.

c) Planning and Zoning Report

Chair James: Commission recommended approval with conditions 3 to 1 to 1, with Chair James opposed and Commissioner Bourguignon recused.

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

e) Conditional Use Permit

A motion was made by Council Member Crow to approve an Ordinance regarding CUP2020-0009: an application to consider a conditional use permit to allow for an accessory dwelling unit at the property located at 101 Woods Loop, Driftwood, Texas 78620 with the following conditions: 1) no more than two driveway cuts permitted on the lot, and 2) the ADU shall be connected to an approved on-site septic system prior to occupancy. Council Member Purcell seconded the motion which carried 4 to 1, with Mayor Pro Tem Manassian opposed.

Filed as Ordinance No. 2020-62

Mayor Foulds recused from Business Agenda Item 10, and Mayor Pro Tem Manassian presided over the meeting.

10. **Public hearing and consideration of approval of an Ordinance regarding CUP2020-0010: an application to consider a conditional use permit to allow for an accessory dwelling unit at the property located at 693 Blue Ridge Drive, Dripping Springs, TX 78620.** *Applicant: Josh Haro, Haro Homes LLC.*

a) Presentation – No presentation given.

b) Staff Report

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

(1) No driveway permitted off Lloyd Drive.
(2) The ADU shall be connected to a City approved on-site septic system prior to occupancy.

c) Planning and Zoning Report

Chair James: Commission recommended approval with conditions 5 to 0.

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

e) Conditional Use Permit

A motion was made by Commissioner King to approve an Ordinance regarding CUP2020-0010: an application to consider a conditional use permit to allow for an accessory dwelling unit at the property located at 693 Blue Ridge Drive, Dripping Springs, TX 78620 with the following conditions: 1) no driveway permitted off Lloyd Drive, and 2) the ADU shall be connected to a City approved on-site septic system prior to occupancy. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2020-63

11. **Public hearing and consideration of approval of an Ordinance regarding ZA2020-0009: an application for a Zoning Amendment to consider a proposed zoning map amendment from Single-Family Residential District - Low Density (SF-1) to Local Retail District (LR) for an approximately .84 acre tract of land situated Phillip A. Smith Survey. This property is located at 519 Old Fitzhugh Road, Dripping Springs, TX. (R17916).** *Applicant: Jon Thompson*

a) Presentation
Applicant Jon Thompson presented the item.

b) Staff Report

Amanda Padilla presented the staff report which is on file. Staff recommends approval of the zoning amendment.

c) Planning and Zoning Report

Chair James: Commission recommended approval 5 to 0.

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

e) Zoning Amendment

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance regarding ZA2020-0009: an application for a Zoning Amendment to consider a proposed zoning map amendment from Single-Family Residential District - Low Density (SF-1) to Local Retail District (LR) for an approximately .84 acre tract of land situated Phillip A. Smith Survey. This property is located at 519 Old Fitzhugh Road, Dripping Springs, TX. (R17916). Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2020-64

12. **Discuss and consider approval of an Ordinance amending Chapter 26, Appendix "C" of the Dripping Springs Code of Ordinances and amending regulations for the Belterra Master Sign Plan for the Belterra Commercial Subdivision related to Building S, also referred to as Building 13.**

Laura Mueller presented the staff report which is on file. Staff recommends approval of the ordinance.

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance amending Chapter 26, Appendix "C" of the Dripping Springs Code of Ordinances and amending regulations for the Belterra Master Sign Plan for the Belterra Commercial Subdivision related to Building S, also referred to as Building 13. Council Member King seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2020-65

13. **Discuss and consider approval of a Resolution authorizing the Mayor to accept a Donation Deed for Rathgeber Natural Resource Park adjacent to Headwaters Subdivision.**

Laura Mueller presented the staff report which is on file. Staff recommends approval of the resolution.

A motion was made by Mayor Pro Tem Manassian to approve a Resolution authorizing the Mayor to accept a Donation Deed for Rathgeber Natural Resource Park adjacent to

Headwaters Subdivision. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Resolution No. 2020-R57

14. Discuss and consider approval of a Use Agreement between the City of Dripping Springs and the Boy Scouts Capital Area Council for use of Rathgeber Natural Resource Park.

Laura Mueller presented the staff report which is on file. The Boy Scouts have provided staff with edits and the agreement needs further review prior to approval.

A motion was made by Mayor Pro Tem Manassian to authorize staff to finalize negotiations related to a Use Agreement between the City of Dripping Springs and the Boy Scouts Capital Area Council for use of Rathgeber Natural Resource Park. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

15. Discuss and consider approval of an Ordnance amending the Dripping Springs Fee Schedule regarding fees for Dripping Springs Ranch Park and related to Fee Schedule Section 17.16 Business Opportunities (non-peak).

A motion was made by Mayor Pro Tem Manassian to approve an Ordnance amending the Dripping Springs Fee Schedule regarding fees for Dripping Springs Ranch Park and related to Fee Schedule Section 17.16 Business Opportunities (non-peak). Council Member Purcell seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2020-66

16. Discuss and consider possible action on city facility closure based on Public Health Emergency.

No discussion and no action taken on this item.

17. Discuss and Consider Approval of Longevity Pay and Performance Pay Incentive for City Employees for Fiscal Year 2020-2021.

A motion was made by Council Member Purcell to approve Longevity Pay and Performance Pay Incentive for City Employees for Fiscal Year 2020-2021. Council Member Crow seconded the motion which carried unanimously 5 to 0.

REPORTS

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

Reports are on file and available for review by request.

18. Maintenance & Facilities Monthly Report
Craig Rice, Maintenance Director

19. Parks & Community Services Monthly Report
Kelly Schmidt, PCS Director

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney, 551.072, Deliberation of Real Property, and 551.074 Personnel Matters, and related to Executive Session Agenda Items 20 – 24. Council Member Purcell seconded the motion which carried unanimously 5 to 0.

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

20. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders. *Consultation with City Attorney, 551.071*

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

22. Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

23. Consultation with Attorney regarding legal issues related to litigation on the trial court's judgment in *SOS v. TCEQ* in the 459th Judicial District Court of Travis County and related development, financial, and utility issues. *Consultation with City Attorney, 551.071*

24. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the finance director. *Personnel Matters, 551.074*

The City Council met in Executive Session from 7:19 – 8:03 p.m.

No vote or action was taken during Executive Session. Mayor Foulds returned the meeting to Open Session at 8:04 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian bring Executive Session Agenda Item 21 into Open Session for action. Council Member King seconded the motion which carried unanimously 5 to 0.

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

A motion was made by Mayor Pro Tem Manassian to authorize the Mayor and Deputy City Administrator to make offers regarding property acquisition up to the amounts presented by the right-of-way experts. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

A motion was made by Council Member Harris-Allison to bring Executive Session Agenda Item 24 into Open Session for action. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

24. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the finance director. *Personnel Matters, 551.074*

A motion was made by Council Member Harris-Allison to authorize the Mayor and City Administrator to make an offer to Sean Cox for the Finance Director position. Mayor Pro Tem Manassian seconded the motion which carried unanimously5 to 0.

UPCOMING MEETINGS

City Council Meetings
December 15, 2020 at 6:00 p.m.
January 12, 2021 at 6:00 p.m.
January 19, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings
Utility Commission, December 9, 2020 at 4:00 p.m.
TIRZ No. 1 & No. 2 Board, December 14, 2020 at 4:00 p.m.
Founders Day Commission, December 14, 2020 at 6:30 p.m.
Economic Development Committee, December 16, 2020 at 4:00 p.m.
Planning & Zoning Commission, December 16, 2020 at 6:30 p.m.
Farmers Market Board, December 17, 2020 at 10:00 a.m.
Emergency Management Commission, December 17, 2020 at 12:00 p.m.
Transportation Committee, December 28, 2020 at 3:30 p.m.

ADJOURN

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

This regular meeting adjourned at 8:08 p.m.

APPROVED ON: January 12, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

City of Dripping Springs

Report to the MAYOR and MEMBERS of the City Council

From the CITY TREASURER

For the Month ending December 31, 2020

Date: January 12, 2021

For the first quarter Sales Tax is up by 16% over the first quarter of last year and higher than projected for this year's budget. Ad Valorem Tax is lower than projected. Typically, the bulk of it is received in January. In December we received a significant amount for the dam repairs originally budgeted to be received in FY 20. Building Code Fees are expected to remain steady due to new subdivisions and continued building in current subdivisions.

Expenses are higher than projected and resulted in a net loss of $19k for the month of December. This was mostly due to three pay periods in December and COVID expenses. We expect to have COVID expenses reimbursed in the next quarter.

Wastewater Revenue is close to projected. Some items that are lower for the month such as delayed connections will even over time due to the software allocation of the budget numbers. The other expense item of 175K which relates to two instances of Headwaters MUD road bond issuances which I mentioned in last month's report. The City is required to transmit these proceeds to WFC (the developer). Wastewater Utility Fund expenses remain higher due to TWDB costs. We have still not received the Application #4 funding for the expenses and have inquired on the status of payment.

The Accounting Department is still involved in the conversion of current software data for INCODE, the Arbitrage Rebate calculation and the Annual Financial audit. The Auditor will present the audit at the February 16th Council meeting. The TML Workers' Compensation audit has been completed and has resulted in a premium increase for Workers' Comp due to the growth in employees and boards and commissions. Insurance adjustments will be made on the next amendment.

At December 31st the City's cash balances were $16.7M. $16,559.70 was collected in interest for the month of December. The General Fund, Wastewater Utility Fund and Dripping Springs Ranch Park Fund Operating statements are included with this report.

Respectfully Submitted,

Gina Gillis

City of Dripping Springs GENERAL FUND
Income Statement
For the Three Months Ending December 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Sales Tax Revenue	$ 185,197.73	$ 169,497.33	$ 547,490.99	$ 508,491.99
Mixed Beverage	0.00	0.00	10,463.16	14,500.00
Alcohol Permit Fees	1,364.39	416.67	1,531.89	1,250.01
Ad Val Tax Interest /Penalties	50.11	333.33	407.77	999.99
Ad Valorem Tax	6,061.84	132,609.81	8,893.91	132,609.81
TXF from Rsve for Cp Improvemt	0.00	17,375.33	0.00	52,125.99
Transfer from Park Dedication	8,670.00	14,350.00	8,670.00	43,050.00
TXF from Landscaping Fund	0.00	541.67	0.00	1,625.01
FEMA Funds Dam Repair	205,967.45	6,250.00	205,967.45	18,750.00
Subdivision Fees	49,781.25	51,850.00	177,121.25	155,550.00
Site Development Fees	5,822.56	16,208.33	19,830.32	48,624.99
Other Fees (Zoning, Sign, Ord)	5,249.56	5,416.67	20,119.81	16,250.01
Building Code Fees	127,400.82	83,333.33	424,135.00	249,999.99
Solid Waste	0.00	0.00	9,295.82	9,000.00
Community Service Fees	25.00	0.00	350.00	0.00
Park Rental Income	100.00	0.00	960.00	0.00
Park Donations & sponsors	0.00	0.00	13,509.08	0.00
Pavilion,& Pool Rental	75.00	0.00	235.00	0.00
Muni Court Fines/Special Fees	0.00	20.83	0.00	62.49
Checking Acct Interest	3,651.20	2,916.67	11,083.21	8,750.01
Other Income	9,216.32	3,333.33	15,556.17	9,999.99
Health Permits/Inspections	9,800.00	3,750.00	21,615.00	11,250.00
ESD Inspections Income	0.00	833.33	0.00	2,499.99
Total Revenues	618,433.23	509,036.63	1,497,235.83	1,285,390.27
Expenses				
TML Liability Insurance	0.00	0.00	3,790.00	3,692.25
TML Property Insurance	0.00	0.00	8,711.50	6,258.50
TML Workmen's Comp Insurance	0.00	0.00	1,879.75	5,506.50
Office Salaries	226,514.01	151,593.51	517,056.55	454,780.53
City OT	1,041.52	0.00	2,517.86	0.00
DSRP Parks	13,542.20	27,013.13	28,678.74	81,039.39
DSRP On Call	1,200.00	0.00	2,200.00	0.00
DSFM Manager	(2,152.46)	0.00	0.00	0.00
DSRP OT	765.22	0.00	2,036.89	0.00
Dam Repair	0.00	0.00	3,050.85	0.00
ON CALL	1,200.00	0.00	3,000.00	0.00
Bldg. Inspector	160,083.16	66,666.67	417,363.33	200,000.01
Health Inspector	3,630.18	3,750.00	10,451.54	11,250.00
Bad Debt Expense	0.00	416.67	0.00	1,250.01
St. Unemployment Ins.-Off	674.23	0.00	1,778.30	0.00
TMRS Retirement	14,678.74	8,888.48	29,027.16	26,665.44
Employee Benefits	38,904.22	18,982.93	46,015.37	56,948.79
Office FICA	12,051.41	0.00	29,581.33	0.00
Parks FICA	4,640.03	0.00	11,418.63	0.00
Office Med	3,384.12	0.00	7,699.99	0.00
Parks Med	542.88	0.00	1,228.21	0.00
Financial Services	14,743.75	5,066.67	47,178.75	15,200.01
Engr/Surveying Services	0.00	5,833.33	11,675.00	17,499.99
Architect&Landscape Consultant	250.00	416.67	1,952.99	1,250.01
Lighting Consultant	0.00	83.33	0.00	249.99
Human Resource Consultant	0.00	833.33	0.00	2,499.99
Special Counsel and Consultant	8,457.60	6,166.67	17,685.10	18,500.01
Muni Court Attorney/ Judge	800.00	1,291.67	1,400.00	3,875.01
Records Management	60.00	83.33	180.00	249.99

City of Dripping Springs GENERAL FUND
Income Statement
For the Three Months Ending December 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Fleet Acquisition	0.00	39,800.00	0.00	39,800.00
Fleet Maintenance	875.05	1,112.50	3,127.57	3,337.50
Office Supplies	1,307.91	2,083.33	4,335.40	6,249.99
Founders Park/Pool Supplies	0.00	864.58	186.83	2,593.74
Sports & Rec Park Supplies	0.00	16.67	0.00	50.01
Office Equip & Misc Office Exp	0.00	500.00	0.00	1,500.00
Maintenance Equipment	184.80	750.00	926.16	2,250.00
Maintenance Supplies	55.31	377.08	1,011.38	1,131.24
Charro Ranch Supplies	0.00	16.67	37.10	50.01
General Park Supplies	0.00	333.33	1,462.69	999.99
Parks Mileage	0.00	0.00	27.60	0.00
Park Dues, Fees, Subscriptions	467.52	226.59	631.93	679.77
Network & Telephone	2,605.06	2,083.33	4,222.00	6,249.99
Office IT Equipment & Support	6,234.27	3,666.67	16,974.60	11,000.01
Software	12,708.33	10,866.33	35,549.59	32,598.99
Pool Phone & Network	95.05	100.00	430.47	300.00
Portable Toilets Parks	460.00	481.67	1,380.00	1,445.01
Postage & Shipping	18.20	291.67	360.60	875.01
Lighting Compliance	0.00	166.67	0.00	500.01
Public Safety	0.00	0.00	3,400.00	3,400.00
Stephenson Maintenance	0.00	0.00	8.98	0.00
Office Maintenance/Repairs	769.95	905.00	2,472.81	2,715.00
City Hall Improvements	0.00	416.67	252.10	1,250.01
Equipment Maintenance	0.00	139.58	213.37	418.74
Equipment Rental	0.00	83.33	0.00	249.99
Uniforms	389.00	131.25	753.94	393.75
Office Electricty	268.53	333.33	989.49	999.99
Street Electricty	1,510.90	1,666.67	4,429.75	5,000.01
Founders Park/Pool Electricty	274.88	541.67	1,285.09	1,625.01
Sports & Rec Park Electricty	81.50	100.00	(43.10)	300.00
Triangle Electricity	38.25	54.17	114.75	162.51
DSRP House Network/Phone	0.00	0.00	175.84	0.00
DSRP Electricity	0.00	0.00	97.13	0.00
Stephenson Bldg Electric	83.02	125.00	291.89	375.00
Historic District	0.00	250.00	62.50	750.00
All Parks Improvements	0.00	4,166.67	0.00	12,500.01
Founders Park/Pool Improvmts	8,670.00	4,308.33	9,329.08	12,924.99
Sports & Rec Park Improvements	0.00	5,166.67	0.00	15,500.01
Stephenson Bldg	0.00	1,166.67	0.00	3,500.01
Street Maintenance	3,336.96	14,583.33	32,247.39	43,749.99
Street Improvements	0.00	20,833.33	0.00	62,499.99
Transportation Improvements	2,069.10	30,583.67	10,917.90	91,751.01
General Parks Maintenance	0.00	20.83	44.66	62.49
Charro Ranch Maintenance	39.56	912.08	39.56	2,736.24
Founders Pool/Park Maintenance	0.00	1,437.50	63.23	4,312.50
Sports & Rec Park Maintenance	0.00	1,168.33	5,750.45	3,504.99
Triangle Maintenance	23.02	66.67	24.85	200.01
Stephenson Lawn Maintenance	0.00	458.33	0.00	1,374.99
Founders Park Lawn Maintenance	0.00	0.00	550.00	0.00
Sports & Rec Park Lawn Mainten	50.00	0.00	3,050.00	0.00
Charro Ranch Lawn Maintenance	500.00	0.00	3,550.00	0.00
S&R Trail Maintenance	0.00	41.67	0.00	125.01
Founders Park/Pool Water	1,004.29	416.67	1,982.56	1,250.01
Sports & Rec Park Water	6,374.37	1,083.33	3,071.21	3,249.99
Triangle Water	38.93	39.58	113.08	118.74
City Hall Water	42.18	54.17	127.46	162.51
City Streets Water	309.90	333.33	901.57	999.99
Stephenson Bldg Water	38.95	41.67	113.33	125.01

City of Dripping Springs GENERAL FUND
Income Statement
For the Three Months Ending December 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Training/Education	495.00	3,248.26	3,363.75	9,744.78
Future Land Use Plan	0.00	4,166.67	0.00	12,500.01
Dues, Fees, Publications	4,490.73	2,500.00	5,248.15	7,500.00
Public Notices	680.68	500.00	1,379.10	1,500.00
Park Special Events	0.00	0.00	1,627.00	0.00
Public Relations	0.00	416.67	0.00	1,250.01
Newsletter- Website	0.00	368.75	0.00	1,106.25
Code Publication	0.00	503.92	140.00	1,511.76
FD Publicity	24.46	0.00	73.38	0.00
City Mileage	86.26	166.67	194.37	500.01
City Sponsored Events	1,580.00	416.67	1,580.00	1,250.01
Government Affairs	0.00	833.33	0.00	2,499.99
Miscellaneous Office Expense	(2,744.34)	833.33	4,438.22	2,499.99
Emergency Management	0.00	32.50	478.80	97.50
Emergency Equipment Maint	92.12	530.92	276.36	1,592.76
Emergency Fire& Safety	83.00	83.00	249.00	249.00
EM Mgt PR	0.00	333.33	0.00	999.99
COVID 19	76,768.71	0.00	85,377.28	0.00
Contingencies	0.00	4,166.67	0.00	12,500.01
Transfer to Reserve Fund	0.00	162,328.76	0.00	162,328.76
TXF to TIRZ	0.00	250,000.00	0.00	250,000.00
TXF to WWU	0.00	52,967.92	0.00	158,903.76
Total Expenses	637,492.22	936,850.35	1,469,028.04	1,925,150.78
Net Income	$ (19,058.99)	$ (427,813.72)	$ 28,207.79	$ (639,760.51)

City of DS Wastewater Utility Fund
Income Statement
For the Three Months Ending December 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
1/4 Cent Sales Tax	$ 59,969.45	$ 52,967.92	$ 175,634.98	$ 158,903.76
Cable	0.00	11,208.33	33,630.33	33,624.99
Telephone Franchise Fees	785.16	1,250.00	1,513.51	3,750.00
PEC Franchise fees	0.00	0.00	39,629.54	30,000.00
Texas Gas Franchise Fees	0.00	250.00	0.00	750.00
Water	0.00	0.00	100,000.00	0.00
Delayed Connection Fees	1,300.00	13,266.67	22,900.00	39,800.01
Over Use fees	5,610.94	5,505.69	15,828.01	16,517.07
Transfer Fees	1,410.00	291.67	3,840.00	875.01
Wastewater Service	68,767.51	66,176.05	206,988.91	198,528.15
Interest Income	6,144.37	3,750.00	18,301.33	11,250.00
Late Fees	1,535.56	333.33	3,656.43	999.99
Other Income	687.24	2,916.67	174,907.54	8,750.01
Total Revenues	146,210.23	157,916.33	796,830.58	503,748.99
Expenses				
Administrative	9,640.50	9,200.00	25,785.00	27,600.00
Operations- Routine	1,686.42	6,666.67	2,725.32	20,000.01
Operations Non Routine	792.36	4,166.67	2,145.02	12,500.01
Regulatory	0.00	291.67	2,440.26	875.01
Legal Fees	1,856.25	2,500.00	6,300.00	7,500.00
Planning/Permitting	0.00	4,166.67	2,776.49	12,500.01
Engineering and Surveying	536.33	0.00	681.83	0.00
Chlorinator Alarm	0.00	83.33	0.00	249.99
Misc Planning/Cons 1431-001	0.00	625.00	0.00	1,875.00
Construction Phase Services	0.00	2,500.00	0.00	7,500.00
Road Reconstruction	0.00	833.33	0.00	2,499.99
TWDB East Interceptor	36,580.50	8,333.33	78,575.49	24,999.99
TWDB West Interceptor	21,446.31	20,833.33	69,382.66	62,499.99
CIP 2nd Amend1881-001	0.00	416.67	0.00	1,250.01
TWDB 1923-001	4,769.00	3,333.33	11,167.75	9,999.99
TWDB Misc	224,000.19	56,666.67	251,900.19	170,000.01
Reclaimed Water Fac 1953-001	14,604.15	0.00	41,256.03	0.00
Reclaim Wtr Hold Pond 1952-001	0.00	10,416.67	0.00	31,250.01
Sewer CAD Modeling	0.00	2,083.33	0.00	6,249.99
Other Expense	175,941.50	416.67	175,941.50	1,250.01
WW Lawn Maintenance	3,250.00	833.33	3,250.00	2,499.99
System Maintenance and Repair	0.00	1,666.67	99.20	5,000.01
Odor Control	4,457.58	1,041.67	4,457.58	3,125.01
Jetting Lines	0.00	1,250.00	0.00	3,750.00
Drip Fld Maintenance & Repair	0.00	1,666.67	1,047.06	5,000.01
Lift Station Cleaning	0.00	750.00	0.00	2,250.00
Meter Calibration	0.00	58.33	0.00	174.99
Chlorinator Maintenance	0.00	208.33	0.00	624.99
Drip Field Maintenance	164.45	0.00	164.45	0.00
Electric	4,722.34	3,750.00	14,585.45	11,250.00
Phone	363.79	500.00	852.74	1,500.00
Supplies	247.49	833.33	247.49	2,499.99
Chemicals	0.00	666.67	0.00	2,000.01
Lab Testing	1,740.71	2,083.33	3,030.97	6,249.99
Sludge Hauling	6,900.00	6,666.67	16,100.00	20,000.01
Wastewater Flow Measurement	590.00	750.00	1,180.00	2,250.00
Lift Station Repairs & Maint	0.00	1,666.67	9,822.00	5,000.01
WWTP Repairs	0.00	2,708.33	0.00	8,124.99
Equipment	201.19	333.33	415.29	999.99

City of DS Wastewater Utility Fund
Income Statement
For the Three Months Ending December 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Pump and Haul	12,353.60	0.00	12,353.60	0.00
Total Expenses	526,844.66	160,966.67	738,683.37	482,900.01
Net Income	$ (380,634.43)	$ (3,050.34)	$ 58,147.21	$ 20,848.98

DSRP Operating Fund
Income Statement
For the Three Months Ending December 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Riding Series	$ 6,370.00	$ 7,416.67	$ 16,440.01	$ 22,250.01
Fair and Rodeo Profit	7,900.00	0.00	7,900.00	0.00
General Donations	12.00	0.00	13.00	0.00
Cleaning Fees	50.00	833.33	825.00	2,499.99
Staff Fees	450.00	333.33	625.00	999.99
Horse Riding Permits	440.00	833.33	2,499.24	2,499.99
Interest Income	29.83	83.33	70.44	249.99
Other Income	140.00	83.33	3,515.00	249.99
Field Rental	975.00	0.00	1,275.00	0.00
Miscellaneous Fees	1,005.00	0.00	1,095.00	0.00
Indoor Arena Rental	975.00	0.00	6,000.00	0.00
Event Facility Rental	0.00	9,333.33	0.00	27,999.99
RV Site Rental	1,400.00	1,500.00	8,225.00	4,500.00
Stall Rental	1,806.00	1,833.33	11,309.99	5,499.99
Outdoor Arena	750.00	0.00	1,950.00	0.00
Equipment Rental	202.00	416.67	952.00	1,250.01
Special Event Room Rental	900.00	0.00	900.00	0.00
Merchandise Sales	1,692.00	1,250.00	9,136.00	3,750.00
NA Small Event Room	(550.00)	0.00	1,100.00	0.00
Small Indoor Arena	0.00	0.00	862.00	0.00
NA Concession	(200.00)	0.00	50.00	0.00
DSRP Concessions	0.00	0.00	2,500.00	0.00
TXF from HOT	0.00	5,606.30	0.00	16,818.90
DSRP Sponsorship	200.00	0.00	3,700.00	0.00
TXF from Ag Facility Fund	0.00	2,146.67	5,425.00	6,440.01
Total Revenues	24,546.83	31,669.62	86,367.68	95,008.86
Expenses				
Advertising	0.00	58.33	0.00	174.99
Bank Fees	372.41	0.00	1,701.88	0.00
DSRP ON CALL	0.00	866.67	400.00	2,600.01
Training and Education	226.58	416.67	226.58	1,250.01
Stall Cleaning	0.00	166.67	0.00	500.01
Grounds Maintenance	800.00	0.00	6,350.00	0.00
General Maintenance & Repairs	1,406.46	5,000.00	7,753.28	15,000.00
Dues, Fees and Subscriptions	293.08	498.62	393.08	1,495.86
Network/Communications	821.40	1,166.67	1,694.74	3,500.01
Riding Series	5,258.98	4,083.33	10,361.57	12,249.99
Merchandise Supplies	0.00	583.33	4,797.00	1,749.99
DSRP Improvements	0.00	2,166.67	0.00	6,500.01
Other Expense	42.10	1,708.33	64.10	5,124.99
Mileage	0.00	41.67	0.00	125.01
Alarm	420.00	0.00	1,830.00	0.00
Propane/Gas	241.50	250.00	299.49	750.00
Electric	4,103.76	5,000.00	15,039.71	15,000.00
Water	686.75	833.33	1,907.52	2,499.99
Supplies	1,584.72	2,500.00	3,690.05	7,500.00
Office Equipment and Supplies	1,590.69	425.00	2,999.77	1,275.00
TXF to HCLE	0.00	1,100.00	0.00	3,300.00
Portable Toilets	65.00	0.00	195.00	0.00
Equipment Maintenance	1,936.75	2,083.33	3,846.29	6,249.99
Equipment	0.00	858.33	0.00	2,574.99
Equipmental Rental	0.00	83.33	0.00	249.99
Fleet Maintenance	107.54	208.33	136.74	624.99
Contingencies	0.00	4,166.67	0.00	12,500.01

DSRP Operating Fund
Income Statement
For the Three Months Ending December 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Total Expenses	19,957.72	34,265.28	63,686.80	102,795.84
Net Income	$ 4,589.11	$ (2,595.66)	$ 22,680.88	$ (7,786.98)

JOINT ELECTION AGREEMENT
MAY 1, 2021 GENERAL ELECTION

WHEREAS, Dripping Springs Independent School District ("**SCHOOL**") will hold a general election for School Board Positions within the boundaries of the School District on May 1, 2021; and

WHEREAS, the City of Dripping Springs ("**CITY**") will hold a general election for City Council positions within the boundaries of the City on May 1, 2021; and

WHEREAS, Texas Election Code, Chapter 271, authorizes political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested.

NOW, THEREFORE, pursuant to Chapter 31, and Sections 271.002 and 271.003 of the Texas Election Code, and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the School and City by and through their respective governing bodies, agree as follows:

1. Dripping Springs Independent School District and the City will share polling places during an election on May 1, 2021.

2. Dripping Springs Independent School District and the City will appoint the same election officials to preside over the election precinct in which a common election is held.

3. Dripping Springs Independent School District and the City will use the Verity Duo Hybrid Voting System from Hart Intercivic, Inc. in each election precinct in which a common election is held.

4. The expense of the joint election will be divided equally between the entities having a common election. Expenses will be determined and divided based on each precinct. Each entity will bear all expenses for equipment and supplies utilized in this election.

5. It is agreed both entities will contract with Hays County Elections Administrator to provide all election services needed for these elections.

6. Early voting for Dripping Springs Independent School District and the City of Dripping Springs shall be conducted jointly per the election services contract with Hays County Elections Administrator in accordance with Title 7 of the Texas Election Code.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

Date

ATTEST:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS ISD:

Brett Springston, Interim Superintendent of Schools

Date

ATTEST:

Sheila Lamb, Executive Administrative Assistant

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the **ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS ("Contracting Officer")** and the **Local Political Subdivision** set forth on the signature page of this Contract **(the "LPS")** pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order and election during the term of this Contract and during any renewal term of this Contract (the "Election"); and

WHEREAS, the LPS desired that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the election.

I. GENERAL PROVISIONS.

A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to an election to resolve a tie.

B. The Contracting Officer is hereby appointed to serve as the LPS's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of the administering voting in connection with the election in compliance with all applicable law except as otherwise provided in the Contract.

C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.

D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPS and other entities holding elections

on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Hays County.

II. **RESPONSIBILITIES OF CONTRACTING OFFICER**. The Contracting officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the election:

A. Nomination of Presiding Judges and Alternate Judges. The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to LPS. The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election.

C. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. Election Training. The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an election.

G. Registered Voters List. The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

H. Notice of Previous Polling Place. The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

I. Election Equipment. The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the election. This voting System includes the equipment referred to as "Duo" and "Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.

J. Ballots. The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation

of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo System, paper, auditory.

K. Early Voting. In accordance with Section 31.097 of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.

3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

4. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

L. Election Day Activities.

1. The contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Contacting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. Election Night Reports. The contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

N. Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer, serving as the voter registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas election Code to determine whether such will be counted and to resolve any issues with such ballots.

O. Canvass Material Preparation. Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.

P. Custodian of Election Records. The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The

Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consist of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Duo and Verity Controllers.

Q. Recount.

1. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which in not included in the original estimate/invoice.

R. Schedule for Performance of Services. The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

S. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

T. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Hays County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. **RESPONSIBILITIES OF THE LPS**. The LPS shall perform the following responsibilities:

A. Applications for Mail Ballots. The LPS shall date and stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. Election Orders, Election Notices, and Canvass. The LPS shall be responsible for the preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the

election. The LPS shall be responsible for conducting the official canvass of the election.

C. Map/Annexations. The LPS shall provide the Contracting Officer with an updated map and street index (including address Numbers) of its jurisdiction in and electronic or printed format and shall advise the contracting officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

D. Department of Justice Preclearance for Special Elections. If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

E. Ballot Information. The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of proposition showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

F. Precinct Reports to the Texas Secretary of State. Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

G. Annual Voting Report. The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

A. Number of Election Workers at Election Day Polling Locations. It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters at the poll.

B. Compensation for Election Workers. The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

C. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of LPS. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of LPS, and no election personnel shall be entitled to the rights, privileges, or benefits of LPS employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of LPS, unless considered an employee of the LPS as determined by the City Manager of the LPS.

V. PAYMENT

A. Charges and Distribution of Costs. In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The cost estimate is set forth in the Cost Estimate.

B. Administrative Fee. The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of $75.00.

C. Equipment Rental Fee. Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at $175 each per controller and per Verity Duo component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.

D. Payment. The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

A. Initial Term. The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein

.

B. Renewal. Subject to the termination rights set forth herein, this contract shall be renewed annually.

C. Termination. If either party wishes to terminate this contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the election is to be filed;

2. The officers who conduct the official canvass of the election returns;

3. The authority to serve as custodian of voted ballots or other election records; or

4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. Cancellation of Election. If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of $75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. Payment** above.

C. Contract Copies to Treasure and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. Election to Resolve a Tie. In the event that an election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second election, except:

1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the election Code and with regard to other election conducted by the Contracting Officer.

2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use the election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

E. Amendment/Modification. Except as otherwise provided, this contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

F. Severability. If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. Representatives. For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the LPS:

Bill Foulds, Jr.
Mayor, City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620
Tel: (512) 858-4725
Email: mayor@cityofdrippingsprings.com

***

Witness by my hand this the _____ day of _____, 20___.

Contracting Officer:

_____
Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 20___.

Local Political Subdivision:

_____
Bill Foulds, Jr., Mayor
Dripping Springs, Texas

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE LOCAL POLITICAL SUBDIVISION

This Joint Election Agreement ("Agreement") is made this the 12th day of January 2021, between the Local Political Subdivision, (the "City") 511 Mercer Street, Dripping Springs, Texas 78620 and Hays County (the "County"), 111 E. San Antonio Street, Suite 300, San Marcos, Texas 78666, pursuant to Chapter 271 of the Texas Election Code.

Pursuant to Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code, the Joint Election Agreement set forth below is entered into by and between the City and the County agree as follows:

Section 1. ***Scope of Joint Election Agreement***. The City enters this Joint Election Agreement ("Agreement") for the conduct of the elections to be held from August 2020 through July 2021.

Section 2. ***Appoint Election Officer.*** The City appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

Section 3. ***Early Voting Polling Locations*****.** To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the City agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the City. Furthermore, the City agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. ***Voting by Mail Ballot.*** The City and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail Ste 1045 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

Section 5. ***Election Day Polling Locations.*** Election Day voting shall be held in vote centers where the dates, times, and locations shall be recommended by the Election Officer and authorized and ordered by the governing body of the City.

Section 6. ***Election Day.*** On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the City with copies of any election documents upon the LPS's request at no charge.

Section 7. ***Use of Common Ballot***. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The V Drives containing the voted ballots for

an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail Ste 1045, San Marcos, Texas and the V Drives will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the City may be a party. The County agrees to maintain custody of the V Drives containing the voted ballots for the period of time prescribed by the Texas Election Code. All V Drives that are not placed in active voting equipment will remain locked in the Officers' office. V Drives will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all V Drives are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. ***Reporting of Returns.*** The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. ***Cost Sharing.*** The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County	135,000	135,000/255,000 = 52.94% of total cost
Registered Voters in Joint Entity A	100,000	100,000/255,000 = 39.23% of total cost
Registered Voters in Joint Entity B	20,000	20,000/255,000 = 7.84% of total cost
Aggregate Registered Voters	255,000	

$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations.

Section 10. ***Amendments.*** This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement

without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. ***Effective Date.*** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2020 and end on July 31, 2021.

Section 12. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 13. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Ste 1045
San Marcos, Texas 78666

City of Dripping Springs
City Secretary
PO Box 384
Dripping Springs, Texas 78620

Section 14. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 15. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this 12th day of January 2021.

Hays County Elections Administrator

_____
Jennifer Anderson
Elections Administrator

City of Dripping Springs

_____
Bill Foulds, Jr.
Mayor

Attest:

_____

Attest:

_____
Andrea Cunningham, City Secretary

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: January 12, 2021

Agenda Item Wording: Approval of a Resolution Accepting Improvements as Complete and Approving A Maintenance Bond for Bunker Ranch Subdivision Phase 3 Streets, and Drainage.

Agenda Item Requestor: Councilmember Travis Crow

Summary/Background: Overlook Construction completed construction of Street and Drainage Improvements in Bunker Ranch Phase 3. City Staff inspected the project throughout construction and the City Engineer completed a final inspection. The Design Engineer provided a concurrence letter and the contractor has provided the required 2 year maintenance bond.

Commission Recommendations:

Recommended Council Actions: City Staff recommends approval

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-___

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR BUNKER RANCH SUBDIVISION PHASE 3 STREETS AND DRAINAGE IMPROVEMENTS, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, Overlook Construction, LLC. ("Contractor") recently completed, and the City Engineer for the City of Dripping Springs has inspected, Bunker Ranch Subdivision Phase 3 Street and Drainage improvements ("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 Bunker Ranch Subdivision Phase 3; 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 Streets and Drainage Improvements at the Bunker Ranch Subdivision Phase 3.

3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. 4404406, from FCCI Insurance Company ("Insurer"), included and attached herein (Attachment "A").

4. 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.

5. This Resolution shall take effect immediately upon passage.

6. 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 12th day of January 2021, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Andrea Cunningham, City Secretary

Attachment "A"

Maintenance Bond No. 4404406: Overlook Construction, LLC, and FCCI Insurance Company

MAINTENANCE BOND

Bond No.:4404406

KNOWN ALL BY THESE PRESENTS: That we Overlook Construction LLC, as Principal, and FCCI Insurance Company, a corporation organized and existing under the Laws of the State of Florida, as Surety, are held and firmly bound unto City of Dripping Springs, as Obligee, in the total sum of Six Hundred Ninety-Four Thousand Seven Hundred Seventy-Five and 46/100 U.S. Dollars ($694,775.46) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated 5/31/2020 for Bunker Ranch Phase 3 - Street and drainage improvements ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 2 year(s) commencing on 12/21/2020 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 21st day of December, 2020.

Overlook Construction, LLC
(Principal)

By: _____

FCCI Insurance Company

By: _____
Joy Holten , Attorney-in-Fact

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Patrick L Watkins; James F Siddons; Sheila Pennington Noxon; Joy Holten; April M Terbay; Andy Webb; Rodney T. Watkins; Hanna Ruth Ogle

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May , 2020 .

Attest: _____
Christopher Shoucair, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 21st day of December, 2020

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

1-IONA-3592-NA-04, 05/2020

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104
Austin TX 78714-9104
Fax: 1-512-490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

Copyright 2015 FCCI Insurance Group.

Civil & Environmental Consultants, Inc.

December 11, 2020

Mr. Chad Gilpin
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

Dear Mr. Gilpin:

Subject: Letter of Compliance - Bunker Ranch Phase 3 Construction
CEC Project 181-500

On December 11, 2020, CEC made a visual inspection of the above referenced project. We visited the site during construction and observed that the grading, drainage, utilities and roads were constructed in conformance with the approved construction plans. Therefore, this letter is to verify the adequate completion of construction for Phase 3 of Bunker Ranch Subdivision.

If you have any questions or concerns, please feel free to reach out to me at bestes@cecinc.com or 512-439-0400.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Brian Estes, P.E.
Principal

Mario Castillo
Project Manager

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: January 12, 2021

Agenda Item Wording: Approval of a Resolution Accepting Improvements as Complete and Approving Maintenance Bonds for Arrowhead Ranch Subdivision Phase 4 Streets, Drainage, and Wastewater Improvements, and Releasing a Construction Bond

Agenda Item Requestor: Councilmember Travis Crow

Summary/Background: Liberty Civil Construction has completed Street, Drainage, and Wastewater Improvements for Arrowhead Ranch Subdivision Phase 4. 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. The City requested an additional year of warranty on the streets only due to some minor issues with asphalt content which resulted in failure from Hays County specifications. City staff, the City Engineer, and the Hays County Transportation Inspector met and agreed that an additional year of warranty was a better option than to remove and replace all the asphalt.

Commission Recommendations:

Recommended Council Actions: City Staff recommends approval

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R__

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR ARROWHEAD RANCH SUBDIVISION PHASE 4 STREETS, DRAINAGE, WASTEWATER IMPROVEMENTS, AND EROSION CONTROL AND RELEASING A CONSTRUCTION BOND, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, Liberty Civil Construction, LLC ("Contractor") recently completed, and the City Engineer for the City of Dripping Springs has inspected, Arrowhead Ranch Subdivision Phase 4 Streets, Drainage, Wastewater, and Erosion Control ("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 Arrowhead Ranch Subdivision 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 and an additional One (1) Year guarantee for Street Improvements, guaranteeing the materials and workmanship related to Contractor's Improvements to extend past the initial two-year maintenance bond period; 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, substantial completion of the Work was verified by engineer letter (Attachment "B") as of November 12, 2020 and the maintenance bond period of Two (2) Years begins on the date of acceptance. The additional maintenance bond period for street improvements of One (1) Year begins on expiration of the Two (2) Year maintenance bond for improvements; 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 Streets, Drainage, and Wastewater Improvements at the Arrowhead Ridge Subdivision Phase 4 as complete.

3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bonds No. 2308512, from North American Specialty Insurance Company ("Insurer"), included and attached herein (Attachment "A").

4. The City Council hereby releases the Contractor's Construction Bond No. 9344532. 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 12th day of January 2021, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Andrea Cunningham, City Secretary

Attachment “A”

Maintenance Bonds No. 2308512: Liberty Civil Construction, LLC, and North American Specialty Insurance Company

Attachment "B"

Substantial Completion of Work
Engineer Verification Letter

Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying

5501 West William Cannon • Austin, Texas 78749
Phone (512)280-5160 • Fax (512)280-5165

ENGINEER'S CONCURRENCE FOR ACCEPTANCE

PROJECT: ARROWHEAD RANCH PHASE 4

SCOPE OF WORK: W _____ WW X S/D X **ALL** _____

Owner's Name and Address	Consultant Engineer's Name and Address
TF Arrowhead, L.P.	Carlson, Brigance & Doering, Inc.
Starwood Land Ventures, LLC	Douglas R. Rummel, P.E.
6310 Capital Drive, Suite 130	5501 West William Cannon Drive
Bradenton, Florida 34202	Austin, Texas 78749

This is to certify that I, the undersigned professional engineer, or my representative, have visited the referenced project site during construction. We have reviewed construction progress reports, logs, shop drawings, and test reports. On this date, I made an on-site inspection of the referenced project finding the project at least 95% complete. We find no discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by the City of Dripping Springs upon satisfactory correction of the following items:

Established Revegetation

Seal

STATE OF TEXAS
DOUGLAS R. RUMMEL, JR.
97387
LICENSED
PROFESSIONAL ENGINEER

Douglas R. Rummel, P.E.

11-12-20
Date

93648
Texas Registration Number

CARLSON, BRIGANCE & DOERING, INC.
(F-3791)

MAINTENANCE BOND

North American Specialty Insurance Company
1450 American Lane, Suite 1100, Schaumburg, IL 60173

Bond No.: 2308512

KNOWN ALL BY THESE PRESENTS: That we Liberty Civil Construction, LLC, as Principal, and North American Specialty Insurance Company, a corporation organized and existing under the Laws of the State of New Hampshire, as Surety, are held and firmly bound unto City of Dripping Springs, as Obligee, in the total sum of Two Hundred Forty-nine Thousand Eight Hundred Sixty-three And 81/100 U.S. Dollars ($249,863.81) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated _____ for Arrowhead Ranch Phase 4 - Streets, Drainage, Wastewater & Erosion Control Improvements ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of Two [2] year(s) commencing on Completion (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 9th day of September, 2020.

Liberty Civil Construction, LLC
(Principal)

By: _____

North American Specialty Insurance Company

By: _____
Betty J. Reeh, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

GARY W. WHEATLEY, BETTY J. REEH

CLARK D. FRESHER AND BRYAN K. MOORE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of January, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of January, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

_____
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of Sept, 2020.

_____
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Co

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims,** at **1-800-338-0753.**

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address:

1450 American Lane, Suite 1100
Schaumburg, IL 60173

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims, al 1-800-338-0753.**

Usted puede llamr al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al:

1450 American Lane, Suite 1100
Schaumburg, IL 60173

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departmento de Seguros de Texas:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departmento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto.

MAINTENANCE BOND

North American Specialty Insurance Company
1450 American Lane, Suite 1100, Schaumburg, IL 60173

Bond No.: 2308512

KNOWN ALL BY THESE PRESENTS: That we Liberty Civil Construction, LLC, as Principal, and North American Specialty Insurance Company, a corporation organized and existing under the Laws of the State of New Hampshire, as Surety, are held and firmly bound unto City of Dripping Springs, as Obligee, in the total sum of Seventy two thousand four hundred thirty-six and 49/100 U.S. Dollars (72,436.49) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated _____ for Arrowhead Ranch Phase 4 - Streets ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 1 [one] year(s) commencing on expiration of the two [2] year maintenance Bond (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 4th day of January, 2021.

Liberty Civil Construction, LLC

(Principal)

By: _____

North American Specialty Insurance Company

By: _____
Betty J. Reeh, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

GARY W. WHEATLEY, BETTY J. REEH

CLARK D. FRESHER AND BRYAN K. MOORE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of January, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of January, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

_____
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of January, 2021.

_____
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims,** at **1-800-338-0753**.

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address:

1450 American Lane, Suite 1100
Schaumburg, IL 60173

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims,** al **1-800-338-0753**.

Usted puede llamr al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al:

1450 American Lane, Suite 1100
Schaumburg, IL 60173

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departmento de Seguros de Texas:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departmento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto.

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Kelly Schmidt, Parks & Community Services Director

City Council Meeting Date: January 12, 2021

Agenda Item Wording: **Approval of Tiger Splash TAAF Swim Team's 2021 Founders Pool Facility Use Agreement.**

Agenda Item Requestor: Wade King

Summary/Background: Tiger Splash is Dripping Springs' registered Texas Amateur Athletic Federation's (TAAF) summer swim league. Every year they operate their swim league out of Founders Memorial Pool. The attached agreement as presented was approved for the 2020 swim season which was canceled due to the Covid-19 pandemic.

Edits include updated applicable dates, the addition of two pavilion use dates during corresponding practices, and new fees owed due to an intentional decrease in planned enrollment and an added Covid Precautions plan. The plan has been reviewed and approved by the City's Emergency Management Coordinator and City Administrator.

Staff Recommendation: Recommend approval as presented.

Parks and Recreation Commission Recommendation: Parks and Recreation Commission approved recommendation as presented unanimously.

Attachments: 2021 Tiger Splash Founders Memorial Pool Facility Use Agreement w/ Covid-19 precautionary measures addendum

Next Steps/Schedule: Place on the January 12, 2021 City Council Agenda for consideration and approval.

TIG011221

FACILITY USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is entered into by and between the City of Dripping Springs, Hays County, Texas, (the "City"), a general law municipality organized and operating under the general laws of the state of Texas, and Tiger Splash, a registered Texas non-profit organization.

I. RECITALS

A. Tiger Splash is a registered Texas non-profit in good standing whose purpose is to provide the youth of Dripping Springs and surrounding areas swim programs that encourage confidence, positive self-esteem and good sportsmanship.

B. Tiger Splash wishes to enter into a use agreement with the City to allow Tiger Splash to use Founders Memorial Park Pool ("Pool") for Tiger Splash practices and swim meets.

C. The City desires to aid Tiger Splash and, accordingly, agrees to allow Tiger Splash to use the Pool for their practices and swim meets.

II. AGREEMENT

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

A. Duties of Tiger Splash

a. Tiger Splash will collect all Swim Team Registration fees.

b. Tiger Splash will provide all equipment needed for Swim Meets including, but not limited to, timing systems, and will provide for set-up and take down.

c. If Tiger Splash chooses to utilize the City provided pool cover, Tiger Splash representatives may be called upon to assist aquatics staff to remove the pool covers prior to usage and replace the pool covers after each usage.

d. Tiger Splash will adhere to and provide volunteers to enforce submitted COVID Precautions Plan (Attachment A)

B. Duties of the City

a. The City will allow Tiger Splash to use the on-site storage shed at the pool for storing swim meet items.

b. Tiger Splash shall not operate or allow the sale of concessions without City written approval, which shall be requested in advance of any sale, unless otherwise specifically authorized by this agreement.

c. The City will allow Tiger Splash to sell coffee and breakfast tacos on Swim Meet Days: May 22, May 29, June 5, June 19, and June 26.

d. The City will provide a pool cover.

e. The City will purchase 300 gallons of propane for the pool.

f. The City will provide a minimum of 2 lifeguards at every swim practice and meet.

C. Fee splits and Payment

a. 2021 Tiger Splash Meet Fees- Tiger Splash has requested to pay their 2019 rates for the 2021 swim season.

6 Hour Pool Rental, Total Fee for Meets = $1200
Tiger Splash 2019 rate: $40/hr | 2021 Non-Profit rate = $90/hour

b. Tiger Splash Practice Fees- Tiger Splash will give the City a minimum of 30% of all Swim Team registration fees that are collected by Tiger Splash (estimation: 144 swimmers who pay $180.00 each = $25,920 Gross). Estimated payment to the City will be a minimum of $7,776.00 to compensate the City for facility use, utilities and lifeguard staff for the swim season. (Normal hourly rental would yield an approximate rental revenue of $13,230.00.). Payment to the City of the Practice Fees will occur by August 6, 2021.

c. If Tiger Splash chooses to heat the pool for any practices or meets during the swim season, Tiger Splash will reimburse the City the current market rate per gallon of propane used.

D. Access to Facilities

a. Tiger Splash swim team is permitted access to Founders Memorial Park Pool during reserved times for swim team practices and meets. If a pre-scheduled practice or swim meet time is going to be utilized for a team social event that is not already documented in this agreement, the use change and supporting details must be communicated at least two weeks in advance, in writing to the Pool Manager to allow for proper staffing and accommodations.

b. Tiger Splash is permitted to host social events outside the dates detailed in this Agreement. However, the organization will have to reserve and pay the associated rental fees at the current Fee Schedule Pool Rental rates and terms.

c. Tiger Splash shall have access to the Pool for the following times on the following dates, Monday, April 26, 2021 – Wednesday, July 27, 2021, and contingent on the completion of pool repairs:

i. April 26 through April 29, 2021: Wednesday & Thursday, 5:00 p.m. – 8:00 p.m.

ii. May 3, 2021 – May 27,2021: Monday – Thursday, 5:00 p.m. – 8:00 p.m.

iii. June 1, 2021 – July 15, 2021: Monday – Thursday, 6:00 p.m. – 9:00 p.m.

iv. July 19,2021 – July 27, 2021: Monday – Thursday, 6:30 p.m. – 9:00 p.m.

v. Five Meet Dates: Saturday, May 22, 2021, Saturday, May 29, 2021, Saturday, June 5, 2021, Saturday, June 19, 2021, and Saturday, June 26, 2021, 6:30 a.m. – 12:30 p.m.

vi. Tiger Splash may also have exclusive use of Founders Memorial Park Pavilion for a team social event during practice on May 20, 2021, 5:00 p.m. – 8:00 p.m. and on July 15, 2021, 6:00 p.m. – 9:00 p.m.

d. If there is an emergency such as inclement weather or an unforeseen circumstance, the City may decide to close the Pool or limit access to the Pool on one of these days. If that occurs, the City will work with Tiger Splash to reschedule and/or not charge Tiger Splash for that scheduled swim meet date.

e. Tiger Splash will not have access to the pool Memorial Day, May 31, 2021 or Independence Day, July 4, 2021.

E. It is understood and agreed between the parties that:

a. Tiger Splash will maintain its own liability insurance through Texas Amateur Athletic Federation (TAAF) and will name the City as an additional named insured and provide a copy of such policy prior to the beginning of the terms of this Use Agreement.

b. It is specifically agreed that nothing herein is intended to convey any real property rights of the Pool to Tiger Splash.

c. The City assumes no responsibility for any property placed by Tiger Splash or any Tiger Splash member, agent, or guest, at the Pool or in the storage facilities or any part thereof, and the City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of the Pool and related facilities under this Agreement.

d. Tiger Splash accepts the premises as-is. Tiger Splash may not change any part of the Pool or layout of its related facilities unless it receives prior written approval from the Founders Pool Manager or the Manager's designee for the proposed changes.

e. Tiger Splash will cooperate with the City to comply with all applicable laws (federal, state, and local), including ordinances of the City. Tiger Splash agrees to abide by and conform with all rules and regulations from time to time adopted or prescribed by the City for the government and management of the Pool.

f. TIGER SPLASH AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, SERVANTS, AND EMPLOYERS, FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR INCIDENT TO THEIR USE OF, OR THE USE AND OCCUPANCY OF, THE POOL BY TIGER SPLASH, AND TIGER SPLASH DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING THE TERM OF THIS AGREEMENT IN CONNECTION WITH THE USE OR OCCUPANCY OF THE POOL BY TIGER SPLASH OR ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, MEMBERS, GUESTS OR INVITEES.

g. Tiger Splash shall not assign this Agreement, or any rights, obligations or entitlements created under this Agreement to any other person or entity.

h. Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party thirty (30) days written notice.

i. This Agreement will automatically terminate if Tiger Splash fails to adequately respond and remedy any complaints or concerns from the City within thirty (30) days of a written request by the City.

j. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

When delivered personally to the recipient's address as stated in this Agreement; or Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement:

To the City:	**To Tiger Splash:**
City of Dripping Springs	Tiger Splash
Attn: City Administrator	Attn: Vice - President
PO Box 384	1521 Kemp Hills Dr.
Dripping Spring, TX 78620	Austin, TX 78737

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Tiger Splash.

k. This Agreement shall be effective upon final signing by both parties.

IN WITNESS WHEREOF, The City of Dripping Springs and Tiger Splash have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:	**TIGER SPLASH:**
Bill Foulds Jr., Mayor	Mike Lemonds, President
Date	Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT A

Tiger Splash
COVID Precautions Plans
Summer 2021

This is a preliminary plan to facilitate COVID precautions of wearing masks and social distancing during the Summer 2021, if necessary.

Overview of Tiger Splash Practice:

Tiger Splash uses Founders Pool which has a 6-lane pool. Swimmers who have signed up for each practice via the online practice reservation system will be assigned four to a lane with two being assigned each end of the pool. Each swimmer will have an assigned corner of the lane and shall never be within six feet of each other in the lane by staying in their corner during any rest periods on the wall for the workout.

Registration limit (change):

Given the safety precautions described above, the maximum number of swimmers per lane for each practice session is 24. There will be three practice sessions per day and swimmers will be divided into an A-practice and B-practice schedule to limit the number of swimmers on a given practice day. **This reduces the total team size from a maximum of 180 swimmers to 144 swimmers.**

Flow of Athletes:

- Before getting to practice, a parent will fill out a google “symptoms” form
- When you arrive, stand in line along the fence at/by the ribbons placed 6 ft apart, while waiting for entrance inside where the check-in area will be.
- Swimmers report to check-in first at the check in table wearing a mask. There, the swimmer will be checked off for having google form completed and assigned a lane and waiting area, this information will be written with a Sharpie on their hand.
- Once cleared, they proceed inside to a dot on the ground to drop their bag and get ready for practice.
- Masks remain on for Drylands/warm-up.
- After dropping off their stuff, they proceed to the drylands/warm-up area with their masks on, located on the pool deck, spread out 6 feet apart (mostly at the end of their lanes). Once drylands/warm up is complete, swimmers will place their mask in their baggie and begin the swim workout in the lane they were assigned at check-in.
- After practice is complete, swimmers will move quickly to their spot and put on their mask, grab their belongings, and exit the pool. Parents and siblings will not be permitted

in the pool area during practices. It is advised to be in your cars for pick up.

Equipment:
All swimmers must keep all their belongings inside one bag (included with registration and picked up at first practice). The bags must be placed on a spot inside the check in doors of the competition pool. Personal fins and kick boards are encouraged and should be dipped in pool water and place at their assigned end of the lane when ready for practice.

Tiger Splash will not allow access to shared equipment during COVID reopening. Lane space: Max 4 swimmers per lane in 6 lanes. Each swimmer stays in their own lane and corner.

Locker Room and Restrooms:
All users of Founders Pool will be required to come and leave without using lockers, showers, or the changing areas in the locker rooms. The locker areas and showers will be closed. The restrooms located on the outside of the gate will allow for those that need to use the facilities to do so on an individual basis.

Swim Meets: Process and Procedures:
Swim meets will begin promptly at 7am for warm-ups. At check in, swimmers will be assigned to an area within the fenced area of the pool based on age group for the duration of the meet. All swimmers will wear masks when not in the pool. The only adults on deck for the swim meet will be volunteers running the meet: Coaches; adults specifically trained for the timing system; and six timers--one per lane. Parents will observe from outside the fenced area of the pool. With wi-fi at Founder's Park, Tiger Splash will do their best to simulcast the meet via Facebook or YouTube for families to observe from home. Tiger Splash will encourage families to limit spectators to just one parent.

- Swimmers will be sent a google symptom form to fill out prior to the meet.
- Swimmers will check in at registration table and be checked off for completed covid symptom form
- Swimmer will be given their area assignment, lane assignment, and ready bench assignment during check in.
- Swimmer will wait on their dot to swim their event
- Swimmers will wear masks until it is their turn to swim, they will bring a baggie to put the mask in once on the blocks.
- There will be only one timer per lane.
- After the swimmer is done with the event, they will get out of the pool and immediately put on a mask, then proceed to their assigned area to wait for their next event.
- Parents will watch outside of the pool area. Spectators are allowed to set up tents but at least 10 feet away from the fence; spectators are expected to be socially distanced by family groups; and spectators are expected to wear masks throughout the event.
- Concessions will take place in the Pavilion area with payment via credit card/square app only.
- Once finished with events, swimmers will exit the pool area and go home.

City Council
Planning Department Staff Report

City Council Meeting: January 12, 2020

Project Planner: Amanda Padilla, Senior Planner

Item Details

Project Name: GUI Accessory Structure

Request: Public hearing and consideration of a recommendation of an Ordinance amending the Zoning Ordinance to allow the use Accessory Bldg/Structure (Nonresidential) within the Government, Utility, Institutional (GUI) zoning district.

Overview/Background

City Staff is proposing the following amendments to allow Accessory Building/ Structures to be permitted within the Government, Utility, Institutional Districts.

The definition of an accessory building (nonresidential) is below:

> *Accessory Building (Nonresidential): In the nonresidential districts, a subordinate building to the main building that does not exceed the height of the main building and does not exceed fifty percent (50%) of the floor area of the main building, and that is used for purposes accessory and incidental to the main use (see "Accessory Use").*

The intention for the GUI zoning district is to provide for the siting of government buildings of the State, County, City or Federal governments. It is also intended to provide classification for public utility installations, EMS stations, fire stations, health care facilities, schools and churches, without regard to public or private ownership.

While it is fitting that certain districts should not be permitted to have accessory structures there are times that a government building, public utility, and an institution such as a school or church may require additional space whether temporary or permanent that an accessory structure may be able to provide. It is common for a government entity to use an accessory structure for temporary/permanent storage or during an emergency.

An accessory building/structure will have to comply with city ordinances. It is also key to note that if a structure is over 150 square feet it will require exterior design review which will be performed by the City Architect.

While the land use chart does not permit this use the zoning district development standards does provide standards for accessory structures. Sec 3.14.3 height regulations: (b) Accessory Building(s): Maximum twenty-five feet (25') for other accessory buildings, including a detached garage or accessory dwelling units.

With this Zoning Ordinance update we are also cleaning up some language that caused confusion while reviewing for accessory structures.

Summary

City Staff is presenting this ordinance revision because it will provide flexibility to the GUI zoning district and aligns with the function of the zoning district. Accessory building/structure is a common and compatible use with the zoning district.

Meetings Schedule

December 16, 2020 – Planning and Zoning Commission
January 12, 2020 - City Council Meeting

Planning Department Staff Report

Planning and Zoning Commission Recommendation

A motion was made by Vice Chair Martin to recommend approval of an Ordinance amending Chapter 30, Exhibit A Zoning Ordinance and Appendix E Zoning Use Regulations to allow an accessory structure use to a principal use in Government/Utility/ Institutional Districts. Commissioner Williamson seconded the motion which carried unanimously, 7 to 0.

Attachments

Exhibit 1: Draft Ordinance

Recommended Action:	Approval of Ordinance.
Alternatives/Options:	Denial or Modification.
Budget/Financial Impact:	N/A
Public Comments:	Staff has received no public comments at this time.
Enforcement Issues:	N/A
Comprehensive Plan Element:	N/A

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-__

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 30, EXHIBIT A: SECTION 3.14; AND AMENDING APPENDIX E: ZONING USE REGULATIONS (CHARTS) PERMITTED USE PROVISIONS FOR DISTRICTS ZONED AS GOVERNMENT/UTILITY/INSTITUTIONAL RELATED TO USES INCLUDING ACCESSORY STUCTURES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, the City of Dripping Springs (the "City") City Council seeks to provide procedures and standards for allowing accessory structure as uses in areas zoned GUI;

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, a city may establish zoning regulations for the purpose of promoting the public health, safety, morals, or general welfare; and

WHEREAS, the City has found the allowance of accessory structures in areas zoned GUI to be in the best interest of promoting public health and safety; and

WHEREAS, the proposed zoning amendment has been reviewed by City staff, including the City's Land Planner, with the consensus being that the proposed changes are consistent with best planning practices and consistent with the Comprehensive Plan; and

WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on December 16, 2020 to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

WHEREAS, after public hearing held by the City Council on January 12, 2021 the City Council voted to accept the recommendation of the Planning and Zoning Commission; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or policy 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 protection of the welfare, health, peace, temperance, and safety of the City of Dripping Springs to adopt an ordinance regulating Bars.

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

2. ENACTMENT

Chapter 30, Exhibit A: Section 3.14 and Appendix E: Zoning Use Regulations (Charts) of the Dripping Springs Code of Ordinances are hereby amended to read in accordance with *Attachment "A"* and *Attachment "B"* which are attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 12th day of January 2021, by a vote of ___ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Andrea Cunningham, City Secretary

Attachment "A"

City of Dripping Springs

CODE OF ORDINANCES

CHAPTER 30: ZONING

EXHIBIT A: ZONING ORDINANCE

SECTION 1: GENERAL PROVISIONS

3.14: Government/Utility/Institutional (GUI)

3.14.1 Description: The GUI, Government/Utility/Institutional District is intended to provide for the siting of government buildings of the State, County, City or Federal governments. It is also intended to provide classification for public utility installations, EMS stations, fire stations, health care facilities, schools and churches, without regard to public or private ownership. This zoning classification may, with City Council approval, be applied to properties situated anywhere within the city limits.

3.14.2. Permitted Uses: Those uses defined as public services, government facilities or schools and churches on the Zoning Use Charts are authorized uses permitted by right.

3.14.3. Height Regulations:

(a) Main Building(s): Maximum two and one-half (2-1/2) stories, or forty feet (40'), whichever is less, for the main building or house.

(b) Accessory Building(s): Maximum twenty-five feet (25') for other accessory buildings, including a detached garage ~~or accessory dwelling units.~~

(c) Other: Refer to Section 5, Development Standards & Use Regulations for other regulations.

(d) Accessory ~~Uses~~Dwelling(s): ~~can include an Accessory Dwelling:~~ Maximum two stories, or thirty feet (30'), whichever is less~~, for the Accessory Dwelling~~.

3.14.4. Area Regulations:

(a) Size of Lots:

(1) Minimum Lot Area: Seven thousand square feet (7,000 sq. ft.).

(2) Minimum Lot Width: Seventy feet (70').

(3) Minimum Lot Depth: One hundred feet (100').

(b) Size of Yards:

(1) Minimum Front Yard - Minimum twenty feet (20').

(2) Minimum Side Yard - Minimum ten feet (10'); or twenty feet (20') from a property zoned SF-5 or more restrictive.

(3) Minimum Rear Yard - Minimum twenty feet (20') for the main building.

(c) Impervious Cover: Fifty percent (50%).

3.14.5. Special Requirements:

(a) On-Site Dwellings: Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site purposes.

(b) Open Storage: Open storage is prohibited unless permitted by conditional use permit.

(c) Site plan approval shall be required for any nonresidential use (such as a school, church, child-care center, private recreation facility, etc.).

(d) Other Regulations: Refer to Section 5, Development Standards & Use Regulations.

(e) Accessory Dwelling: an Accessory Dwelling is allowed in this zoning district and may be a primary living space that is secondary to a primary nonresidential use so long as the use otherwise meets the definition of Accessory Dwelling.

Attachment "B"

CHAPTER 30: ZONING
EXHIBIT A: ZONING ORDINANCE
APPENDIX E: ZONING USE REGULATIONS (CHARTS)

Amend the chart to include the following:

Residential Uses							**Nonresidential Uses**								
	AG	**SF-1**	**SF-2**	**SF-4**	**SF-5**	**MF-1**	**O**	**LR**	**GR**	**CS**	**HO**	**I**	**GUI**	**PR**	**PP**
Accessory Bldg/Structure (Nonresidential)							P	P	P	P	P	P	P		

City Council
Planning Department Staff Report

City Council Meeting: January 12, 2020

Project Planner: Amanda Padilla, Senior Planner

Item Details

Project Name: Preliminary Plat revision

Request: Discuss and consider recommendation of an Ordinance amending the Subdivision Ordinance to expand administrative review of preliminary plat changes that do not affect infrastructure or restrictions on the plats and related fee ordinance.

Overview/Background

City Staff has noticed an influx of applicants requesting changes to an approved preliminary plat prior to final platting of the entire preliminary plat. Preliminary plats are not created by state law but are used by the City and developers to provide vesting and conceptual planning for plats prior to the immense work that is required for final platting including the building of infrastructure. As part of the City's regulation of preliminary platting, the City requires various approvals including review by Parks Committee and Transportation Committee, as well as the Planning and Zoning Commission, depending on the size and complexity of the plat. After a preliminary plat is approved by the Planning and Zoning Commission, changes can only be made through requests to City Staff. Currently, City Staff could make administrative changes to the preliminary plats only if the change is a minor revision that could include: "slight enlargement or shifting of easements or lot lines, Unit lines, addition of private or franchise utility easements, correction of bearings or distances, correction of minor labeling errors, addition of erroneously omitted informational items and labels, etc. may occur on the final plat without having to reapprove the Preliminary Plat." For those cases, a resubmission of the entire preliminary plat is not required.

However, other types of changes require a resubmittal when the change: "obvious reconfiguration of easements, relocation of driveways or access easements or fire lanes, any modification to the perimeter or boundary of the property, and relocation or addition or deletion of any public improvement (including corresponding easement), shall necessitate resubmission and reapproval of the plat." If it is a major revision is does require a resubmittal and the same approval process as a regular preliminary plat, including the signatures of all owners.

The changes would be to the way the City evaluates and processes minor or major preliminary plat revisions. The changes are listed below:

Minor Revision

1. Minor revisions require an application with signatures from all lots that are affected by the change
2. Minor revisions will be reviewed by the Development Review Committee
3. Minor revisions can include an increase in density by no more than 10% of the current approved number of lots or units. Examples listed below in the section.
4. Minor revisions cannot negatively impact the provisions of public facilities

Major Revision

1. Major revisions require an application with signatures from all lots that are affected by the change
2. Major revisions require notification to all lot owners within the approved preliminary plat by mail at least 15 days before P&Z

Planning Department Staff Report

Examples of a 10% increase under the new ordinance:

Example 1: If an approved preliminary plat is approved for 100 lots and the applicant would like to add an additional 10 lots, the change would be considered minor as long as there are no changes to infrastructure or parkland and they comply with all development standards.

Example 2: If an approved preliminary plat is approved for 100 lots and the applicant would like to add 10 lots but an agreement limits them to 100 lots the applicant would not be able to add 10 additional lots unless they apply for an amendment to the agreement and the increase in density is approved.

Example 3: If an approved preliminary plat is approved for 100 lots and the applicant would like to add 10 lots and an agreement limits the project to 150 lots. The change would be considered minor as long as there are no changes to infrastructure or parkland.

Example 4: If an approved preliminary plat is approved for 100 lots and the applicant would like to add 10 lots but the addition requires a change in infrastructure/ an increase in parkland, the change would not be minor and would have to go through the major revision process.

Along with the Changes to the ordinance the City has created new fees for Major and Minor Revisions to preliminary plans.

Preliminary Plat Major Revision Filing Fee: 50% of the Preliminary Plat (Major Plat) Filing Fee
Preliminary Plat Minor Revision Filing Fee: $500.00/plat, plus $60 per lot affected

The fees would cover: (1) Planning Staff including intake, administrative completeness review, ordinance compliance review, communications, public comment response, and meetings; (2) Parks review; (3) City Administration review; (4) City Attorney review; (5) inspections by staff (if applicable) ; (6) City Secretary documentation; and (7) the technology and overhead to support the reviews. These same reviews have to be redone if the preliminary plat is revised.

Summary

City Staff is presenting this ordinance revision because it will make reviewing preliminary plats more efficient without affecting the process or the city standards. The change would allow for lot line changes within a preliminary plat so long as density is not increased by more than 10% and infrastructure and parkland is not affected.

Meetings Schedule

December 16, 2020 – Planning and Zoning Commission
January 12, 2020 - City Council Meeting

Planning and Zoning Commission Motion

A motion was made by Vice Chair Martin to recommend approval of an Ordinance amending Chapter 28, Exhibit A Subdivision Ordinance, Sec 4.10 Revisions to Approved Preliminary Plat to update regulations to major and minor revisions. Commissioner McIntosh seconded the motion which carried 6 to 1, with Commissioner Strong opposed.

Attachments

Exhibit 1: Draft Ordinance

Recommended Action:	Approval of Ordinances.
Alternatives/Options:	Denial or Modification.

Planning Department Staff Report

Budget/Financial Impact:	N/A
Public Comments:	Staff has received no public comments at this time.
Enforcement Issues:	N/A
Comprehensive Plan Element:	N/A

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-__

AN ORDINANCE AMENDING CHAPTER 28, EXHIBIT A, SUBDIVISION ORDINANCE OF THE DRIPPING SPRINGS CODE OF ORDINANCES; UPDATING REGULATIONS RELATED TO CHANGES TO PRELIMINARY PLATS; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES; AND, SEVERABILITY

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality, including its extraterritorial jurisdiction; and

WHEREAS, the City Council finds that haphazard laying out of lots and erratic dedication of public infrastructure is harmful to the environment and quality of life; and

WHEREAS, the City Council acknowledges that subdivision controls are based on the land registration system, and that land registration is a privilege that local governments such as Dripping Springs have the power to grant or withhold based on compliance with reasonable conditions; and

WHEREAS, the City Council's regulation of development is based on the government's legitimate interests in promoting orderly development, ensuring that subdivisions are constructed safely, and protecting the future owners from inadequate police and fire protection, inadequate drainage, and unsanitary conditions; and

WHEREAS, the City Council has determined that reasonable rules and regulations governing subdivision plats are necessary to maintain water quality, ensure traffic safety, protect the region's livability, preserve property values, and reinforce Dripping Springs' status as the Gateway to the Hill Country; and

WHEREAS, the City Council has determined that allowing administrative review of preliminary plat changes where no infrastructure or restriction is affected ensures efficient review and approval; 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 Chapter 212 of the Texas Local Government Code, the City has the authority to adopt rules governing plats and subdivisions of land; 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 regulating the subdivision and platting of land.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 28, Exhibit A Subdivision Ordinance of the City of Dripping Springs Code of Ordinances is hereby amended so to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

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

7. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, 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 12th day of January 2021, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Andrea Cunningham, City Secretary

Attachment "A"

CODE OF ORDINANCES

VOLUME 2

ARTICLE: 28: SUBDIVISIONS AND SITE DEVELOPMENT

EXHIBIT "A" SUBDIVISION ORDINANCE

SUBCHAPTER A: GENERAL

4.10. Revisions to Approved Preliminary Plat

It is generally recognized that ~~minor~~ revisions to the Preliminary Plat may be needed before the final plat application can be filed with the City.

(a) Preliminary Plat revision procedure. To request a revision to an approved preliminary plat, the applicant must file an application with the City.
  (1) Minor revisions. An application shall include the signatures of all lot owners directly affected by the revision. Applications for minor revisions shall be reviewed by the development review committee.
  (2) Major revisions. A new application for a preliminary plat is required including signatures of all lot owners affected by the revision, compliance with amendments to this chapter which occurred since original preliminary plat approval, and other requirements. Major revisions shall require notification to all lot owners within the approved preliminary plat by mail at least fifteen (15) days prior to the Planning and Zoning Commission Meeting at which the revision will be considered.

(b) Minor Revisions. ~~Such~~ Minor revisions ares ~~slight~~ enlargement or shifting of easements or lot lines, Unit lines, addition of private or franchise utility easements, correction of bearings or distances, correction of minor labeling errors, addition of erroneously omitted informational items and labels, etc. ~~may occur on the final plat without having to reapprove the Preliminary Plat.~~ Minor revisions also can include an increase in density by no more than 10% so long as the increase is allowed under all city ordinances and agreements with the City. Minor revisions also cannot negatively impact the provision of public facilities. Determination of whether or not revisions are "minor" in nature is subject to the judgment of the City Administrator in consultation with the ~~City Engineer~~ development review committee.

(c) Major Revisions. Major revisions~~, such as~~ include obvious reconfiguration of ~~lot lines, Unit lines, or~~ easements, ~~relocation of driveways~~ relocation of interior road connections to exterior roadways or access easements or fire lanes, any modification to the perimeter or boundary of the property , increase in density not considered a minor revision, decrease in parkland or open space, and relocation or addition or deletion of any public improvement (including corresponding easement) or any other change to a preliminary plat that is not a

minor revision. ~~shall necessitate resubmission and reapproval of the plat as a "revised Preliminary Plat" unless otherwise approved by the City .~~ ~~The procedures for such reapproval shall be the same as for a Preliminary Plat, and such reapproval may constitute a new project thus necessitating submission of a new application form, payment of new fees, compliance with amendments to this Chapter which occurred since original Preliminary Plat approval, and other requirements.~~

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-__

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 4: SUBDIVISION AND SECTION 9: PARKS & RECREATION; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to provide for reasonable fees, including for plat review; and

WHEREAS, the City Council finds that the attached schedule of fees is reasonable and prudent in light of the municipal resources expended in the furtherment of subdivision development through inspection and permitting procedures implemented by City staff, including the City Engineer; and

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances, Section 4 is amended so to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment "A".

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance

shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 12th day of January 2021, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS

MASTER FEE SCHEDULE

ARTICLE A1.000 (GENERAL PROVISIONS)

SECTION 4: SUBDIVISION

*** * ***

4.2 (a) **Preliminary Plat (Major Plat) Filing Fee:** $500.00/plat, plus $225.00 per lot

(b) **Preliminary Plat Major Revision Filing Fee:** 50% of the Preliminary Plat (Major Plat) Filing Fee

(c) **Preliminary Plat Minor Revision Filing Fee:** $500.00/plat, plus $60 per lot affected

* * *

SECTION 9: PARKS & RECREATION

*** * ***

9.8 Agriculture Facility Fee: $35.00/~~living unit equivalent~~dwelling unit

City Council
Planning Department Staff Report

City Council Meeting: January 12, 2020

Project Consultants: Brent Luck and Robyn Miga

Subject: Parkland Dedication Ordinance and Park Development Fee Ordinance

Overview

The City of Dripping Springs' Parkland Dedication Ordinance was last revised in 2007, and since then, the city has seen tremendous growth both in the city limits, as well as the extraterritorial jurisdiction (ETJ). The population within the city limits has more than doubled since 2007, and with that, there is a definite need to revise the parkland dedication ordinance in an effort to ensure that the City's need for public parks and open space are met from the a neighborhood, community, and regional park perspective to accommodate and serve the growing population of the city and surrounding area.

The proposed ordinance went through several work sessions with the Parks & Recreation Commission, and at their regularly scheduled meeting on December 7, 2020, they unanimously recommended approval. The ordinance was also unanimously recommended for approval by the Planning & Zoning Commission on December 16, 2020.

There are several significant changes that differ from the current ordinance, which are outlined below.

Ordinance Details

The following are the proposed major revisions to the Parkland Dedication Ordinance:

Parkland Dedication Criteria
- Parkland dedication would only be required for residential developments;
    - Today this is also required for commercial developments.
- 1 acre/23 units, or 5-percent of the overall acreage for the project for developments with fewer than 23 units proposed;
    - *Today the ordinance requires 25/LUE.*
- Properties within the Historic Districts with fewer than 23 dwelling units proposed are not subject to parkland dedication; and

Fee-in-Lieu
- Fee-in-lieu is required instead of dedication of land for all properties not located within the city limits;
- Fee-in-lieu is required where less than one (1) acre would be required to satisfy parkland dedication, or is an option if an applicant would rather pay fee-in-lieu in accordance with the fee schedule instead of dedicating land;
- If an applicant wants to propose a hybrid of fee-in-lieu and parkland dedication, this would be required to go before the Commission for recommendation, and City Council for final approval; and

- Fee-in-lieu amount is calculated as the average estimated fair market value per acre of land being subdivided within 24 months of the application for the plat/site development permit. This appraisal is a requirement to be provided by the developer.
    - *The code today states that the value of the parkland dedication is determined by 5 times the average appraised value of all territory within the proposed subdivision in accordance with the most recent appraisal by Hays Central Appraisal District.*

Park Development Fee

- The proposed ordinance provides for a Park Development Fee, and utilizes supplemental research as a backup for the fee requirement. The fee would be $983 per dwelling unit to meet the need for active recreation parks for the City and ETJ.
- The applicant cannot request a reduction, unless they are proposing regional trails that may connect to a larger park that serves the active recreation need, then it is subject to approval by the Parks & Recreation Commission, and City Council.

Rationale for Parkland Dedication and Park Development Fees

Current Level of Service	
Population (City & ETJ)	41,514 (based on DSISD Service area)
Total Existing Parkland	590.99 acres
Total Persons Per Acre	70 People
Land Dedication Requirements	
Persons per DU	3.03 (2019 Census)
Calculation	41,514/590.99 = 70 people per acre of parkland; 70 people/3.03 PPH = 23.10 or 23 DU
Dedication Criteria	1 acre of parkland/23 Dwelling Units
Fee-in-Lieu of Land Requirements	
Average Cost per Acre	Market Rate, determined by an appraisal performed at the time of the request
Dwelling Unit	Market Value Per Acre for

	each required acre of dedication (1 acre/23 DUs)
Park Development Fee	
Cost of 50 Acre Park	$6,739,129
Number of persons per active recreation community parks	20,757
Calculation	$6,739,129/20,757 = $324/person; $324 x 3.03 PPH
Fee Per Dwelling Unit	$983

Surrounding Cities Comparison

City	**Total Population *(approximate)***	**Acreage/1000 population for Community Parks**	**Park Development Fee**	**Year OSMP Adopted**
Kyle	46,874	13.2	$600/dwelling unit	2016
Buda	16,449	17.8	$40,000/acre of required parkland dedication.	2012
Boerne	17,106	5.85	Their current code does not have this requirement, but the draft UDC to be adopted in 2021 requires $50,000/ acre of required dedication.	2017
San Marcos	63,509	The city does not have any community parks, as identified by the OSMP, but has 33 acres/1000	$400/unit	2019

		residents.		
Dripping Springs	6,159 (41,514 with city and ETJ)	4.39	$983/unit	2015

The following is an analysis of the required Park Development Fee for each city above based on their parkland dedication requirements:

Kyle – Requires the dedication of one acre per 75 dwelling units, as well as $600/dwelling unit for the park development fee. Therefore, a development of 1,200 dwelling units would be required to pay **$720,000** at the time of subdivision, in addition to parkland dedication and/or fee-in-lieu. They would also be allowed to construct the improvements in lieu of paying the fee to the city.

Buda – Requires the dedication of one acre per 50 dwelling units, as well as $40,000 per acre of required parkland dedication. Therefore, a development of 1,200 dwelling units would be required to pay **$960,000** at the time of subdivision, in addition to parkland dedication and/or fee-in-lieu. They would also be allowed to construct the improvements in lieu of paying the fee to the city.

Boerne – Requires one acre per 35 dwelling units, as well as $50,000 per acre of required parkland dedication. Therefore, a development of 1,200 dwelling units would be required to pay **$1,714,285** at the time of subdivision, in addition to parkland dedication and/or fee-in-lieu. They would also be allowed to construct the improvements in lieu of paying the fee to the city. *This ordinance has not been adopted yet but is what's proposed. The current ordinance does not have a park development fee.*

San Marcos – Requires 5-percent of the overall site or lot be held open to the public or dedicated as parkland, as well as a parkland development fee of $400/dwelling unit. Therefore, a development of 1,200 dwelling units would be required to pay **$480,000** at the time of subdivision, in addition to parkland dedication and/or fee-in-lieu. There are certain allowances to reduce this amount by constructing specific requirements to the land.

Dripping Springs – Proposing one acre per 23 dwelling units, as well as $983/dwelling unit for the park development fee. Therefore, a development of 1,200 dwelling units would be required to pay **$1,179,600** at the time of subdivision, in addition to parkland dedication and/or fee-in-lieu.

Conclusion

Based on the direction that was received from the Parks & Recreation Commission regarding parkland dedication, as well as feedback from the Planning & Zoning Commission, staff and consultants have incorporated all requested changes, as well as made amendments based on new population numbers, the increase in the cost for an active recreation park (or comparable), as well as the addition of the acreage for Rathgeber Park, and the Harrison Hills Greenbelt to the existing parks acreage that is outlined in the

Parks, Recreation, and Open Space Master Plan.

In addition, we also pulled data from several cities in the area to highlight their parkland dedication criteria, as well as the amount of their Park Development Fee.

Recommendation & Action

Staff and consultants held three workshops with the Parks & Recreation Commission regarding the proposed ordinance amendment, and received a unanimous recommendation for approval at their regularly scheduled December 7, 2020 meeting.

The Planning & Zoning Commission held a public hearing at their meeting December 16, 2020, and unanimously recommended approval.

Staff is recommending approval of the proposed ordinance.

Attachments

Exhibit 1 – Draft Ordinance

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-

AN ORDINANCE REPEALING ARTICLE 28.03 AND ADOPTING A REVISED ARTICLE 28.03 PARKLAND DEDICATION IN THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES CHAPTER 28; ENABLING THE CITY TO GAIN AND MAINTAIN CERTAIN ATTRIBUTES OF PARKLAND; REQUIRING A PARK DEVELOPMENT FEE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to gain and maintain parkland in the City of Dripping Springs, Texas ("City") and its Extraterritorial Jurisdiction ("ETJ"); 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 Chapter 212, the City has authority to regulate subdivisions; and

WHEREAS, pursuant to Texas Local Government Code Section 331.005, the City can control and manage parks within the City; and

WHEREAS, pursuant to Texas Local Government Code Section 331.001, the City can acquire land and facilities to be used for public parks and playgrounds by gift, devise, or purchase; and

WHEREAS, it is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public's welfare; and

WHEREAS, the only adequate procedure to provide for parks is to integrate such requirements into the planning and development of property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing property; and

WHEREAS, existing parks in the City currently serve the needs of several neighborhoods located within the city limits and the ETJ, and are located within an approximate one-half to five-mile radius of City residents and ETJ users; and

WHEREAS, Founders Memorial Park and Sports and Recreation Park provide amenities that are typical in community parks, providing services to users in the city and ETJ alike due to the absence of community park facilities within the ETJ. Together, neighborhood parks and community parks can meet more of the recreational needs of residents; and

WHEREAS, this amendment is adopted to provide recreational areas in the form of neighborhood park facilities, community park facilities, and other park facilities as a function of the subdivision and site development ordinance of the City of Dripping Springs and its ETJ; and

WHEREAS, the costs associated with development and maintenance of neighborhood and community parks should be borne by the landowners of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities; and

WHEREAS, the requirements within the ordinance are adopted to affect the purposes stated above; and

WHEREAS, the City Council finds that the amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City; and

WHEREAS, the City Council had a meeting and a public hearing on January 12, 2021 and recommended approval; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

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

1. FINDINGS OF FACT

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

2. AMENDMENT

Article 28.03 as currently adopted is repealed. A new Article 28.03: Parkland Dedication and Park Development of the City of Dripping Springs Code of Ordinances is hereby adopted so to read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption.

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 12th day of Janaury 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of the City of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Andrea Cunningham, City Secretary

ATTACHMENT "A"

ARTICLE 28.03 PARKLAND DEDICATION and PARK DEVELOPMENT

Sec. 28.03.001 Title

This Ordinance shall be known and cited as the Parkland Dedication and Park Development Ordinance.

Sec. 28.03.002 Purpose

The purpose of this Section is to provide parks, open spaces, and trails that implement the Parks, Recreation, and Open Space Master Plan. The City of Dripping Springs City Council has determined that parks, open spaces, and trails are necessary for public welfare, and that the adequate procedure to provide these community amenities is by integrating standards into the procedures for planning and developing property.

This article is enacted to enable the City to gain and maintain the following attributes of parkland:

1) Enhancement of the community's quality of life, which embraces its livability, aesthetic integrity, and sense of community;
2) Ecological and environmental preservation, biodiversity, improving water quality, air cleansing, aquifer recharge, and flood control;
3) Scenic vistas unique to the Texas Hill Country that engage the park user in leisure recreation;
4) Facilities for active recreation and sporting events;
5) Places for engaging in passive recreation;
6) Economic contribution of parks and open spaces to the vitality of the city;
7) Promotes cultural, artistic and sporting endeavors;
8) Meets the goals of the Comprehensive Plan and the Parks, Recreation, and Open Space Master Plan;
9) Provision of a fair and equitable park system, utilizing park amenities that are sustainable, durable and of high quality; and
10) Provision or enhancement of park connectivity throughout the city via linear parkland and greenways that create unimpeded wildlife corridors as well as house multimodal pedestrian access trails.

Sec. 28.03.003 Definitions

1) **Rule of interpretation**. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below but are defined elsewhere in the Code of Ordinances or other documents as adopted by the city, shall be given the meanings

set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa). The word "shall" is always mandatory, while "may" is merely directory. Headings and captions are for reference purposes only. Any reference to the City Parks Plan, City Open Space Plan, or General Parks Plan in this or any other ordinance or document is synonymous with the Parks, Recreation, and Open Space Master Plan.

2) **Active Recreation**. Public recreational areas that accommodate youth and adult level team sports (baseball, football, soccer, lacrosse, etc.) and provide practice/game fields for organized recreational leagues.

3) **Applicant**. A person or entity who submits to the City of Dripping Springs an application for an approval required by this article. To be qualified as an Applicant under this article, the person or entity must have sufficient legal authority or proprietary interests in the land to commence and maintain proceedings under this article. The term shall be restricted to include only the property owner(s), or a duly authorized agent and representative of the property owner. In other jurisdictions, the term is sometimes referred to as the "developer", "subdivider", "builder", or other similar title.

4) **City**. The City of Dripping Springs, an incorporated municipality located in Hays County, Texas. Unless otherwise stated, the term includes both the city limits and the extra-territorial jurisdiction (ETJ).

5) **Concept Plan.** A drawing of the overall conceptual layout of a proposed development, superimposed upon a topographic map which generally shows the anticipated plan of development, and which serves as a working base for noting and incorporating suggestions of the City's administrative officers, the PRC, the P&Z, the City Council, and others who are consulted prior to preparation of the Preliminary Plat. In other jurisdictions, the term is sometimes referred to as a "preliminary site plan" or a "land study".

6) **Development.** The construction, reconstruction, conversion, structural alteration, relocation, renovation, or enlargement of any structure on land. The term also includes any mining, excavation, landfill, or land disturbance.

7) **Dwelling Unit (DU or DUs).** Any building, structure, or portion of a structure, which is designed, used, or intended to be used, for human occupancy as primary living quarters.

8) **ETJ.** The extraterritorial jurisdiction of the City.

9) **Fee-in-lieu**. A developer may request, and the City may approve, an option whereupon, developers may be required to contribute cash instead of parkland dedication and parkland development and is commonly referred to as "fee-in-lieu". In such instances, the fee-in-lieu amount required is equal to the fair market value of the required parkland acreage for dedication and the cost for park development as designated in the Methodology section of this article.

10) **General Parks Plan.** Statement of the suitability of the parkland in meeting the criteria for parks as outlined in this ordinance and a detailed description of any proposed improvements shall be in accordance with recommendations as outlined in the City's Code of Ordinances, as well as the Parks, Recreation, and Open Space Master Plan.

11) **Open Space.** Within Parkland, Open Space is parkland that is to be kept essentially unimproved and dedicated for the public or private use. The primary functions of this type of parkland are the protection of hill country scenic vistas, protection of quiet rural lifestyle, and conservation of native wildlife. Open space may feature, but is not limited to, minimal improvements such as walking trails, picnic sites, and/or benches. Open space may include, but is not necessarily required to include, land restricted by conservation easements.

12) **Park Fund.** The fund in which fee-in-lieu and other park funds are deposited and which can only be used for the development, maintenance, or acquisition of parks, trails, and related facilities.

13) **Parkland.** Platted tract of land designated and used for recreation or open space.

14) **Parks and Recreation Commission (PRC).** Citizens' advisory body appointed by the City Council which acts 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. Described more fully in Article 2.04: Boards, Commissions and Committees: Division 3: Parks and Recreation Commission.

15) **Parks, Recreation, and Open Space Master Plan.** Guiding document for establishing the framework of a long-term, successful park system for the City of Dripping Springs. The document is updated every five years to ensure that the park system remains viable for the citizens of the city and it's ETJ.

16) **Park Service Area.** In accordance with the Parks, Recreation, and Open Space Master Plan, the City of Dripping Springs and ETJ are sectioned off into service areas. These service areas provide guidance for development of the park system.

17) **Park Trail.** Multiple-purpose trails located within parks. The focus of the trail is on recreational values and harmony with the surrounding natural environment. Trails shall accommodate a variety of activities, including pedestrians and/or bicyclists.

18) **Private Park/Recreation Facility.** Private park areas and recreational facilities are privately owned yet make a contribution to the overall public park and recreation system because they contribute to the leisure activities of the neighborhood or park service area in which they are located.

Sec. 28.03.004 Applicability and Parks, Recreation, and Open Space Master Plan

This article applies to all property within the city limits and the extraterritorial jurisdiction (ETJ). This article applies to applications for which City approval is sought under the City's subdivision ordinance and site development ordinance, as may be amended. The costs associated with

development and maintenance of neighborhood and community parks should be borne by the landowners of residential property, who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. The requirements within the ordinance are adopted to affect the purposes stated above.

1) The guiding document for all park and recreation development will be the most current Parks, Recreation, and Open Space Master Plan and any updates to the plan which occur from time to time, based on input from the community and approval by the City Council of Dripping Springs. Determination of acceptability of a proposed neighborhood park dedication and development and/or for a proposed community park dedication and development or cash-in-lieu is based upon the City of Dripping Springs Parks, Recreation, and Open Space Master Plan, as may be amended from time to time.

2) Neighborhood parks are the cornerstone of the park system and serve as the recreational and social focus of the neighborhood. Focus is on informal active and passive recreation. These parks are typically ¼ to ½ mile distance from all areas it serves and uninterrupted by non-residential roads and other difficult barriers.

3) Community parks are designed to serve both active and passive leisure needs of residents. Most users come from surrounding areas larger than what a neighborhood park typically serves. Community parks are located within park service areas established by the City.

4) Existing parks in Dripping Springs currently serve the needs of several neighborhoods located within the city limits and in the ETJ and are located within a one-half- to five-mile radius (approximate) of Dripping Springs residents and ETJ users. Founders Memorial Park and Sports and Recreation Park provide amenities that are typical in community parks, providing services to users in the city and ETJ alike due to the absence of community park facilities within the ETJ. Together, neighborhood parks and community parks can meet more of the recreational needs of residents.

5) The methodology is the formula that is used to determine the requirement for acreage to be dedicated per Dwelling Unit, fees required in lieu of the dedication of parkland, number of acres required per Dwelling Unit to meet the criteria of parkland dedication, as well as the Park Development Fee.

Sec. 28.03.005 Exemptions for Certain Projects

1) Statutory exemptions. Properties that are subdivided for residential use where the lots are greater than five (5) acres, and no other public improvements are required, are not subject to the required dedication of parkland or open space, but are still required to pay the Park Development Fee unless otherwise exempted.

2) Small projects. Subdivisions and site developments generating five (5) Dwelling Units or fewer are exempt from the dedication requirements in this article. Applicants may not attempt to utilize this exemption by separating the project into a series of smaller projects. The exemption authorized by this Section may only be utilized once and may not apply to subsequent divisions of the property. This exception applies to replats that do not increase

the Dwelling Units for the subdivision by five (5) or more. Such projects are still required to pay the Park Development Fee unless otherwise exempted

3) Historic District. Properties located within the Historic District are exempt from parkland dedication requirement, unless more than twenty-five (25) Dwelling Units are proposed, but are still required to pay the Park Development Fee unless otherwise exempted.

Sec. 28.03.006 Parkland Dedication and Development Methodology

1) Parkland Dedication and Parkland Development Calculations.

   a) For the purpose of this Section, parkland dedication and parkland development calculations reflect the maximum possible land dedication, parkland development, and fee-in-lieu of land dedication allowable. The City, at its option, may reduce the required land dedication and fee-in-lieu of payment if other opportunities are deemed worthwhile and suitable for parks or trails in accordance with the Parks, Recreation, and Open Space Master Plan and allow the applicant to contribute to its proportional share of park and recreational facilities.

2) Basis for Current Level of Service.

   a) Parkland dedication and park development fees are based on the current level of park service for the greater Dripping Springs area. This park service area is defined as the same geographic service area for the Dripping Springs Independent School District (DSISD). The dedication and fee requirements are subject to change whenever the Parks, Recreation, and Open Space Master Plan is updated, whenever the U.S. Census Persons Per Household or other population estimates are revised and/or in conjunction with annual changes in land values or costs for park development.

   b) According to the Dripping Springs Independent School District Demographic Update, which was completed in Spring 2019, and prepared by Population and Survey Analysts, the number of households in the DSISD/City of Dripping Springs park service area is 13,701[A]. According to the 2019 U.S. Census Bureau[B], the average number of persons per owner occupied household in the greater Dripping Springs area is 3.03 persons per household (PPH) and is referred to as the Dwelling Unit or DU (Sec. 28.03.003 Definitions). The estimated population 2019 projection for the Drippings Springs park service area is 41,514[C].

   c) References for Data.

      i. A. - The DSISD student projection for the 2020-2021 school year is 7,810 students per the Dripping Springs Independent School District Demographic Update Spring 2019. That same publication estimates that there is a weighted average of 0.57 students per single family home. This projects to 13,701 homes in the Dripping Springs park service area.

ii. B. https://www.census.gov/quickfacts/fact/table/drippingspringscitytexas,US/PST045219

iii. C. – 31,701 homes multiplied by 3.03 persons per household = 41,514 population.

iv. D – Source: City of Dripping Springs Parks, Recreation, and Open Space Master Plan 2014-2024.

1) Rationale for Parkland Dedication and Park Development Fees.

a)

Current Level of Service	
Population (City & ETJ)	41,514 (based on DSISD Service area)
Total Existing Parkland	590.99 acres
Total Persons Per Acre	70 People
Land Dedication Requirements	
Persons per DU	3.03 (2019 Census)
Calculation	41,514/590.99 = 70 people per acre of parkland; 70 people/3.03 PPH = 23.10 or 23 DU
Dedication Criteria	1 acre of parkland/23 Dwelling Units
Fee-in-Lieu of Land Requirements	
Average Cost per Acre	Market Rate, determined by an appraisal performed at the time of the request
Dwelling Unit	Market Value Per Acre for each required acre of dedication (1 acre/23 DUs)
Park Development Fee	
Cost of 50 Acre Park	$6,739,129

Number of persons per active recreation community parks	20,757
Calculation	$6,739,129/20,757 = $324/person; $324 x 3.03 PPH
Fee Per Dwelling Unit	$983

b) The fee model for an active recreation park in Dripping Springs is based on a fifty (50) acre park comparable to a community park as designed in the Dripping Springs, Parks, Recreation, and Open Space Master Plan.
c) The model estimates a development cost of $6,739,129.
d) The park development budget is required to be equal to or greater than the Park Development Fee required and must be approved by the Parks and Recreation Commission and City Council. The park development costs greater than the Parkland Development Fee is not transferable to other development projects.
e) If the applicant's proposed development is in a park service area that identifies a future community or active use park, the City may request that the applicant dedicate land for the park. In that case, an offset may be considered against the required fee-in-lieu of land required.

Sec. 28.03.007 Dedication of Public Parkland Required.

1) Residential Dedication Requirements.

    a) For projects where the use includes residential dwelling units, an applicant who subdivides or plats land under the city's subdivision ordinance, excluding replats, amending plats, and minor plats that do not increase the subdivision's density by more than five (5) Dwelling Units, shall provide for the dedication or designation of land suitable for parkland and recreation purposes. If parkland is not dedicated at the time of platting, but would be required for a project as presented at site development, then parkland shall be dedicated as required in this ordinance at the time of site development.

    b) Land dedicated as a requirement of this ordinance shall be suitable for parkland and recreation purposes.

    c) The minimum acreage of Public Parkland required shall be as follows:

        i. One (1) acre for each 23 dwelling units, or fraction thereof.

        ii. Residential subdivisions with fewer than 23 dwelling units shall dedicate five percent (5%) of overall acreage of the property to be subdivided as public parkland.

2) The land to be dedicated shall form a single lot with a minimum of one (1) acre required.

3) Exemptions.

   a) When the developer/subdivider is proposing to dedicate the required acreage to satisfy the Public Parkland dedication requirements, but not as a single lot, the Parks and Recreation Commission may make a recommendation to City Council to approve the parkland dedication if they find that it meets the intent of the code, and the proposed parkland lots have access from a public right-of-way.

   b) A developer shall make a financial contribution in accordance with 28.03.006, and the City's Adopted Fee Schedule, in lieu of dedication of Public Parkland when:

      i. No portion of the tract of land is located within the City limits; or

      ii. The developer does not dedicate at least an acre of parkland and less than one (1) acre of land would be required to satisfy the Parkland dedication requirements.

4) The rate required for the financial contribution shall be in accordance with the adopted fee schedule in accordance with the Methodology in 28.03.006, provided herein. The fee shall be reviewed on annual basis to ensure accuracy and value.

Sec. 28.03.008 Criteria for Dedication.

1) Any land to be dedicated to meet the requirements of this Section shall be suitable for public parks and recreational activities as determined by the City Administrator or their designee, and comply with the following standards and requirements:

   a) The Parkland lot shall be centrally located within the development, when practical.

   b) Where residential subdivision is proposed to be developed in phases, the Parkland lot shall be located within the first phase of the development. If the required Public Parkland is proposed to be outside of the first phase, the first phase may be approved provided that fee-in-lieu of dedication is paid for the number of Dwelling Units within that first phase. In this event, the fee paid may be credited toward the required Parkland Dedication Fee for the subsequent phase(s) of the development.

   c) The Parkland lot shall have a minimum lot width and street frontage of 30-feet. When practicable, the Parkland lot shall be a multi-frontage lot.

   d) The Parkland Lot shall provide on-site parking or be located along a street where on-street parking may be accommodated on both sides of the street.

   e) A minimum of fifty percent (50%) of the Parkland lot shall not exceed a twenty percent (20%) grade. A slope analysis exhibit shall be provided to the City Engineer.

   f) Areas within the FEMA or calculated 100-year floodplain may be dedicated in partial fulfillment of the dedication requirement not to exceed fifty percent (50%). When area within the floodplain is proposed to be dedicated, a minimum of two acres of land, and the frontage of the property where it is accessed from public right-of-way shall not be located within the FEMA or calculated 100-year floodplain.

g) Parkland lots with the following conditions shall not be accepted unless recommended by the Parks and Recreation Commission, and approved by City Council:

i. The lot is primarily accessed by a cul-de-sac.

ii. The lot is hindered by utility easements or similar encumbrances that make development of the land unfeasible. This limitation does not apply to land encumbered solely by public utility easements required by the subdivision ordinance.

iii. The lot is encumbered by sensitive environmental species or habitat areas.

iv. The lot contains stormwater facilities. Where stormwater facilities are proposed, stormwater facilities must be designed as a park amenity, to include trails, benches, and opportunity for recreation.

h) A minimum of two-inch water service line and six-inch gravity wastewater service line shall be provided at one of the property lines in a location approved by the City Engineer. This provision can be waived if water/wastewater is not within a reasonable distance from the property, as determined by the City Engineer.

i) Sidewalks and trails shall be provided along all street frontages, and trails shall be provided in accordance with the Master Trails Plan, as well as all criteria found in the City's Subdivision Ordinance or other City Ordinances. Sidewalks required by other City Ordinance such as at the time of platting or site development, will not be counted towards the required parkland dedication. Trails may be considered as part of required parkland dedication.

2) Alternative Site and Development Standards.

a) Alternative design standards for Public Parkland may be proposed and submitted to the Planning & Development Department, provided the intent of the requirements of this Section are met.

b) Prior to submitting an application for development where alternative site and development standards are requested, the applicant shall complete the following:

i. Provide a letter to the Planning & Development Department that details the alternative design for Parkland dedication and why it is equal to or better than the minimum standards; and

ii. Conduct a site visit with the Planning & Development Department or their designee to review the proposal.

c) The Planning & Development Department shall review the alternative design based on Section 28.03.007, Dedication of Public Parkland Requirement, and Section 28.03.008, Criteria for Dedication, and present the alternative design to the Parks and Recreation Commission for recommendation to City Council for final approval.

i. The Parks and Recreation Commission shall recommend approval, approval with conditions, or disapproval of the request.

ii. The City Council shall approve, approve with conditions, or disapprove of such requests.

Sec. 28.03.009 Amendments.

Any increase in density or modification to an approved parkland dedication plan and/or subdivision, or a modification that would have otherwise required more parkland to be dedication, shall be required to dedicate additional parkland in accordance with this Ordinance, pay fee-in-lieu, or apply for Alternative Site and Development Standards as if it were a new application. If a property owner is requesting to modify an approved parkland dedication plan, they shall submit a new application with the requested changes, an explanation regarding the reason for the change, and the proposed new plan, subject to review and decision by the appropriate board, depending on whether the amendment is considered minor or major, as defined in this section.

1) Minor Amendment. A minor amendment is any change that would increase/decrease the approved parkland acreage by 5-percent of the overall required parkland acreage. Minor amendments are subject to review and final decision by the Parks and Recreation Commission.

2) Major Amendment. A major amendment is any change that would increase/decrease the approved parkland acreage by more than 5-percent of the overall required parkland acreage. Major amendments are subject to review and decision by the Parks and Recreation Commission, and approval by City Council.

Sec. 28.03.010 Park Development Fee.

1) In addition to the dedication of Public Parkland or fee-in-lieu, a developer shall pay a Park Development Fee to meet the need for the active recreation parks. According to the city's Parks, Recreation, and Open Space Master Plan, the city has two (2) community parks, which are servicing the entire population as described in 28.03.006. The Park Development Fee is meant to provide active recreation parks and sports field options, and/or provide trails that connect park users to the existing community parks.

2) The amount for the Park Development Fee shall be in accordance with the adopted fee schedule and based on the analysis as explained in the Methodology in Section 28.03.006.

Sec. 28.03.011 Fee-in-Lieu of Dedication

1) When the city deems existing parkland to be of an insufficient quantity (in the park service area in which the development is located), or unacceptable, unavailable, or unsuitable based on the standards established by this article for park purposes, and subject to review by the City Council, fee-in-lieu of land shall be paid into the "park fund" established by the city. Such money shall be paid in accordance with the Methodology in Section 28.03.006, as well as the criteria of this ordinance.

2) The value of the parkland shall be calculated as the average estimated fair market value per acre of the land being subdivided within twenty (24) months of application for plat or site development at the time of preliminary plat approval. The appraisal shall be performed by

a State of Texas certified real estate appraiser, mutually agreed upon by the City and the Applicant and paid for by the Applicant.

a) If the city deems it acceptable based on the circumstances, the Applicant may dedicate, or designate parkland acreage combined with cash. The cash contributions shall be paid at or prior to the final plat or site plan approval, whichever is most applicable to the project.

b) Whether the city approves parkland dedication or elects to require fee-in-lieu thereof when the parkland dedication does not meet the requirements of this Article, or a combination of both acceptance of parkland dedication and fee-in-lieu, shall be determined by consideration of the following:

i. The natural features, access, and location of land in the subdivision available for dedication;

ii. The size and shape of the subdivision and land available for dedication;

iii. The compatibility of the parkland dedication with the city's Parks Recreation, and Open Space Master Park Plan; and

iv. The location of existing and proposed park sites, trails and greenways.

c) If the Applicant pays fee-in-lieu for parkland dedication and complies with this ordinance with no dedication of parkland, the fee-in-lieu can be reviewed and approved by the City Administrator without review of the Parks and Recreation Commission. If any parkland is dedicated or the fee-in-lieu proposed is less than what is required, then the Application shall be reviewed in accordance with this ordinance.

Sec. 28.03.012 Credit for Private Parks.

1) Where privately-owned and maintained parks or other recreation facilities with non-exclusive private amenities are proposed, the City Administrator, after recommendation from the Parks and Recreation Commission, and approval from City Council, may grant a credit up to twenty-five percent (25%) of the required Public Parkland dedication amount and/or fee-in-lieu. The credit is not applicable to the Park Development Fee.

2) Privately-owned and maintained parks or other recreational facilities shall meet the following minimum standards:

a) The park or recreational facility shall have a minimum lot area of two acres.

b) The park or recreational facility shall include the minimum number and type of facilities outlined in 28.03.010.

c) The park or recreational facility shall comply with the Parks, Recreation, and Open Space Master Plan, and other applicable City regulations.

3) Privately-owned and maintained parks or other recreational facilities for a single-family, two-family, townhome, or detached multi-family shall be identified on the Subdivision Plat as a private open space lot.

4) Privately-owned and maintained parks or other recreational facilities shall be owned and managed by a mandatory Homeowners Association (HOA) or Property Owners Association (POA), or similar permanent entity, and subject to restrictive covenants that state the following:

    a) The land shall be utilized for Parkland or open space in perpetuity.

    b) Each property owner within the subdivision encumbered by the restrictive covenants shall be required to pay dues and/or special assessments for the maintenance of the private park or recreation facility.

    c) If the responsible agency dissolves, cannot fulfill its obligations or elects to sell, transfer, or otherwise divest itself of the land, the City shall have the right of first refusal on acquiring the property. If the City elects to acquire the land, said land shall be transferred at no cost to the City and in accordance with the City's regulations on Dedicating Parkland.

    d) The cessation of the privately-owned and maintained park or other recreational facility shall be prohibited until such time as the declarant cedes control of the responsible agency to purchasers of properties within the subdivision, and then only upon amendment to the restrictive covenants approved by three-fourths of the members of the responsible agency.

Sec. 28.03.013 Method of Dedicating Parkland

1) Land to be dedicated for Public Parkland shall be identified on the Preliminary Plat; Final Plat; Subdivision Construction Plans; and Site Plan, when applicable. When construction of park improvements and/or private parks is proposed, all amenities shall be identified on the Subdivision Construction Plans or Site Plan, as applicable. Fiscal surety is the amount equal to the Park Improvement Fee shall be provided prior to approval of Subdivision Construction Plans or Site Development Plan, as applicable, for the park improvements on Public Parkland.

2) Prior to acceptance of the Public Parkland, the following conditions shall be met:

    a) Land shall be in good condition, including the removal of all debris and dead plant materials, and utility services, sidewalks, and other public improvements installed. Any land disturbed by activities not related to park development shall be restored and the soil stabilized in a method approved by the City Engineer in accordance with the requirements of this Code.

    b) Park Development Fee shall be paid.

3) Prior to recordation of the Final Plat, the following conditions shall be met:

    a) Land accepted for dedication under the requirements of this Section shall be conveyed by warranty deed, transferring the property in fee simple to the City of

Dripping Springs, Texas, and shall be free and clear of any mortgages or liens at the time of such conveyance.

b) A copy of the warranty deed and other Parkland dedication documents, as outlined in the City's Code of Ordinances, shall be provided to the Planning & Development Department prior to plat submittal.

c) If property is accepted, the warranty deed shall be provided to the City Council for acceptance.

Sec. 28.03.014 Park Funds

1) **Parkland Dedication Fund:** For funds received for fee-in-lieu of parkland dedication, a separate fund entitled "Park Fund" has been created to hold in trust money paid to be used solely and exclusively for the purpose of acquiring and/or improving public parks, trails, and recreational lands, and shall not be used for maintaining or operating park facilities or for any other purpose.

2) **Park Development Fee Fund:** The funds received as Park Development Fees, the funds shall be expended on park maintenance, operation, acquisition, or improvements to park facilities.

3) The City Council, based upon recommendation of the Parks and Recreation Commission, shall determine whether there are sufficient funds to acquire public Parkland and/or construct improvements. In making a determination for the acquisition of land, the conditions outlined in 28.03.007 shall be taken into consideration.

Sec. 28.03.015 Land Dedication for Park Trails

Land dedication of park trail corridors within parks shall be a high priority, in accordance with the most recently adopted Parks, Recreation, and Open Space Master Plan, the City's adopted trails plan, and the Transportation Master Plan, as may be amended. Applicants are responsible for preserving the natural character of the trail corridors and dedicating the required right-of-way. Right-of-way dedication or easement size may vary due to the site's physical characteristics.

A partial reduction or complete fee waiver in the amount of the Park Development Fee may be considered by City Council, if the applicant proposes a plan to construct public park trails that will connect to the City-Wide Trails System in order to unite neighborhoods to all parks within the City and the ETJ to facilitate options for park access. If the park trail or any portion of the park trail is within areas shown on the City-Wide Trails Plan, the Applicant may be required to construct park trails or other park amenities and may choose to waive a portion of the required fee at the City's sole discretion. Information specific to the City-Wide Trails Plan can be found in the adopted City of Dripping Springs City-wide Trails Plan. Prior to City Council considering this proposal, the applicant shall provide a cost estimate, subject to approval by the by the City Engineer, prior to being placed on a Parks and Recreation Commission agenda for recommendation, and City Council for final action.

Sec. 28.03.016 Agricultural Facility Fee

1) Use of fee.
    a) The Ag Facility Fee imposed pursuant to the provisions of this article is limited to funding the acquisition, development, improvement and/or maintenance of community agricultural facilities as identified in the city's general plan as adopted by the city council and as may be amended from time to time. The city is authorized to make appropriations to one or more city funds to pay for agricultural facilities owned and operated by the city or a designated entity pursuant to an interlocal agreement.

2) Payment of fee or land dedication required.
    a) An applicant who subdivides or plats land under the city's subdivision ordinance (excluding replats that do not increase the subdivision's Dwelling Units by five (5) or more, or plat amendments), as may be amended, shall provide for community agricultural facilities by one or a combination of more than one of the following means:
        i. Payment to the city of an Ag facility fee in accordance with the schedule of fees adopted by city council.
        ii. Dedication of real property (in fee simple or through a perpetual public surface easement) to the city or an entity designated by the city for Ag facility related purposes.

3) Dedication and/or improvement in lieu of fee. In lieu of payment of all or a portion of the Ag facility fee or land dedication described in this section, the following may be accepted by the City Council:
    a) Dedication of improvements. In lieu of payment of all or a portion of the Ag facility fee, improvements to an existing agricultural facility may be dedicated to the city for recreational purposes. Whenever a developer determines to dedicate improvements in lieu of payment of the Ag facility fee, a written application shall be made to the city administrator describing the improvements to be made to receive credit for the local Ag facility fee. The city administrator shall prepare a report to the City Council regarding the proposed dedication of improvements.
    b) Report to City Council. The report to the city council from the city administrator shall indicate whether the following requirements have been met and shall make a recommendation regarding the proposed dedication of improvements:
        i. The improvements to be dedicated are for a community agriculture facility identified in the city's general plan.
        ii. The improvements to be dedicated are valued at the same or more than the Ag facility fee or portion thereof which would otherwise be imposed on the development.

4) Time of Payment. Fees required by this section shall be paid prior to approval of the final plat.

5) Exemptions. The following are exempt from the application of this section:

   a) Applicants developing subdivisions that allow residents to keep livestock and farm animals on individually owned, single-family residential lots in the subdivision.

   b) Applicants developing subdivisions that include agricultural facilities located in the subdivision that shall be available to residents of the subdivision.

   c) Applicants developing subdivisions that are for solely nonresidential uses.

   d) Applicants that are city, county, state or federal government agencies.

Appeals. Any person aggrieved by the computation of fees pursuant to this section shall have the right to appeal to the City Council. The appeal shall be taken not later than thirty (30) days from the date the person is informed of the computation of the fees under this section. Failure to appeal within the thirty-day period shall be deemed a waiver of all rights of appeal under this section.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 3: SITE DEVELOPMENT AND SECTION 4: SUBDIVISION AND CREATION OF PARK DEVELOPMENT FEE FUND, PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to gain and maintain parkland in the City of Dripping Springs, Texas ("City") and its Extraterritorial Jurisdiction ("ETJ"); 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 Chapter 212, the City has authority to regulate subdivisions; and

WHEREAS, pursuant to Texas Local Government Code Section 331.005, the City can control and manage parks within the City; and

WHEREAS, pursuant to Texas Local Government Code Section 331.001, the City can acquire land and facilities to be used for public parks and playgrounds by gift, devise, or purchase; and

WHEREAS, it is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public's welfare; and

WHEREAS, the only adequate procedure to provide for parks is to integrate such requirements into the planning and development of property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing property; and

WHEREAS, existing parks in the City currently serve the needs of several neighborhoods located within the city limits and the ETJ, and are located within an approximate one-half to five-mile radius of City residents and ETJ users; and

WHEREAS, Founders Memorial Park and Sports and Recreation Park provide amenities that are

typical in community parks, providing services to users in the city and ETJ alike due to the absence of community park facilities within the ETJ. Together, neighborhood parks and community parks can meet more of the recreational needs of residents; and

WHEREAS, this amendment is adopted to provide funding for parks that reflects the increased development and residents in the area; and

WHEREAS, the costs associated with development and maintenance of neighborhood and community parks should be borne by the landowners of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities; and

WHEREAS, the requirements within the ordinance are adopted to affect the purposes stated above; and

WHEREAS, the fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City; 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 incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances, Section 9 is amended so to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment "A".

This ordinance also creates the Park Development Fee Fund where funds from the Park Development Fee are deposited and used for park maintenance, operation, acquisition, or improvements to park facilities.

The Parkland Dedication Fee (fee-in-lieu) will be deposited in the Park Fund and will be used solely and exclusively for the purpose of acquiring and/or improving public parks, trails, and recreational lands, and shall not be used for maintaining or operating park facilities or for any other purpose.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 12th day of January 2021, by a vote of _____ (ayes) to _____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS

MASTER FEE SCHEDULE

ARTICLE A1.000 (GENERAL PROVISIONS)

* * *

SECTION 3: SITE DEVELOPMENT

3.10 Park Development Fee: $983 per Dwelling Unit

3.11 Parkland Dedication Fee (Fee-in-Lieu): As calculated in Chapter 28 of the City of Dripping Springs Code of Ordinances

SECTION 4. SUBDIVISION

4.24 Park Development Fee: $983 per Dwelling Unit

4.25 Parkland Dedication Fee (Fee-in-Lieu): As calculated in Chapter 28 of the City of Dripping Springs Code of Ordinances

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Andrea Cunningham

Council Meeting Date: January 12, 2021

Agenda Item Wording: **Discuss and consider the Appointment of five (5) individuals to the Emergency Management Commission for terms ending January 1, 2023.**

Agenda Item Requestor: NA

Summary/Background: The Emergency Management Commission is a twelve-member advisory commission tasked with recommending policies and the application of policies for the development and implementation of an emergency management plan for the city and ETJ. The Committee is responsible for development, implementation, and review of the city's emergency management planning for disasters. The Committee is also responsible for providing information and training on emergency management response.

I have not received any new applications for appointment to this Commission, and all termed members, with the exception of Dan O'Brien have requested reappointment. Currently there are five vacancies for the following seats:

- 2 - Emergency Response Representatives
  - Scott Collard
  - Dan O'Brien
- 1 – Precinct 4 Constable
  - Ron Hood
- 2 – At-Large
  - Kay Allen
  - Dillon Polk

Hays County ESD No. 1 has recommended Doug Fowler to replace Dan O'Brien on the Commission. This seat is traditionally occupied by a representative of Hays County ESD No. 1.

Commission Recommendations: Commission Chair Bonnie Humphrey recommends the reappointment of Scott Collard, Ron Hood, Kay Allen and Dillion Polk; and the appointment of Doug Fowler.

Recommended Council Actions: Staff recommends the approval of appointments as recommended by Emergency Management Commission Chair Bonnie Humphrey.

Attachments:

1. ESD No.1 Recommendation Letter

Next Steps/Schedule:

1. Inform appointees and forward onboarding information
2. Update master spreadsheet
3. Update EMC roster and forward to commission
4. Update EMC webpage

North Hays County Emergency Services District #1

P.O. Box 1604, Dripping Springs, TX. 78620

TO: Dripping Springs Emergency Management Commission

FROM: North Hays County Emergency Services District #1

DATE: November 17, 2020

SUBJECT: Recommendation to Serve on Emergency Management Commission

The purpose of this letter is to recommend a North Hays County Emergency Services District #1 representative to serve on the Dripping Springs Emergency Management Commission. Dan O'Brien has served in this capacity for 2020. Now that we have a full time District Administrator, he is recommended to serve in that role.

By vote of the North Hays County ESD#1 Board of Commissioners it is recommended that William "Doug" Fowler serve as the District's representative on the City of Dripping Springs Emergency Management Commission.

Thank you,

Geoffrey Tahuahua, Board President

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: January 12, 2020

Agenda Item Wording: **Discuss and consider approval of a Resolution regarding the Appointment of an individual to the Tax Increment Reinvestment Zone No. 1 & No. 2 Board for a term ending December 31, 2021.**

Agenda Item Requestor: Taline Manassian, Mayor Pro Tem

Summary/Background: The City Council approved a change to the TIRZ Board Ordinance creating a place system and staggered terms. City Council approved a resolution appointing 4 City Members. The School Board has not provided a recommendation for a member to represent them on this Board. The County appointed its members last week. The Place to be filled is for a one year term.

Commission Recommendations:

Recommended Council Actions: Approve appointment of a new city appointed member.

Attachments: Resolution

Next Steps/Schedule: After appointment, the new member will begin their new term in January 2021.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPOINTING ALL MEMBERS TO THE CITY OF DRIPPING SPRINGS TAX INCREMENT REINVESTMENT ZONE NO. 1 AND TAX INCREMENT REINVESTMENT ZONE NO. 2 BOARD OF DIRECTORS.

WHEREAS, the City Council of the City of Dripping Springs, Texas (the "City"), desires to promote the development of a certain geographic area within its jurisdiction by the creation of a reinvestment zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"), as amended; and

WHEREAS, Section 311.009 of the Act requires the City Council to appoint between 5 and 15 members to the Board of Directors; and

WHEREAS, the City created the Tax Increment Reinvestment Zones on November 29, 2016 by ordinance and set the number of board members at seven; and

WHEREAS, the term of all current TIRZ Board Members have been expired; and

WHEREAS, the City Council amended the Ordinance related to the TIRZ Boards to create places and staggered terms for the board members; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council hereby appoints:

Place 1: David Edwards for 2-year term.

Place 2: John McIntosh for 1-year term.

Place 3: Taline Manassian for 2-year term.

Place 4: City Appointee for 1-year term.

Place 5: Missy Atwood for 2-year term.

Place 6: Dan O'Brien for 1-year term.

Place 7: Walt Smith for 2-year term.

to the Board of Directors of the Tax Increment Reinvestment Zone 1 and 2 Boards of Directors.

Section 3. This Resolution shall take effect immediately from and after its passage in accordance with law and it is accordingly so resolved.

Section 4. This Resolution does not require the City Council to take future action or to adopt the final project plan and financing plan.

PASSED AND APPROVED this, the 12th day of January 2021, by a vote of ____(ayes) to ____ (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas:

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Andrea Cunningham, City Secretary

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Michelle Fischer, Sign Administrator

Council Meeting Date: January 12, 2020

Agenda Item Wording: Request for Refund of Master Sign Plan Fee for The Shops at Ledgestone

Agenda Item Requestor: Charlie Hill, President, DH Investments, Manager, Shops at Ledgestone, LLC

Summary/Background: The Shops at Ledgestone is vested under Sign Ordinance 1250.15, which was approved February 13, 2001. This ordinance is antiquated and much more generous in sign area, height, and quantity regulations than the current ordinance. However, it is not very flexible when it comes to large scale multi-lot and multi-unit developments such as The Shops at Ledgestone. The applicant's representatives consulted with City Staff about sign regulations and options for the development in October 2019 and then again in April 2020.

The applicant decided to file a Master Sign Plan under the current Sign Ordinance and met with and corresponded with staff numerous times over several months while preparing the plan. The city's Building Official and Sign Administrator reviewed the master sign plan submittal and provided comments. They then met with the applicant to go over the comments. The applicant submitted a revised master sign plan and staff reviewed it and provided comments.

The applicant has now withdrawn the submittal and requested a refund of the master sign plan and sign permit fees paid, totaling $4,400.00. The fees include the master sign plan fee and sign permit application fees for each sign in the master sign plan. The applicant now wishes to submit individual sign permit applications for the development and have tenants submit their own sign permit applications under the old ordinance. The applicant and businesses in the development have already started submitting sign permit applications under the old ordinance.

Since City Staff processed the submittal and provided comments, the fees should not be administratively refunded. A refund needs to be approved by City Council.

City Staff spent many hours corresponding and meeting with the applicant, reviewing the submittals, and providing comments. In addition to the Sign Administrator's time and Building Official's time spent on the submittal, the City Attorney was also consulted, and the city's receptionist assisted with the submittal processing. The cost of the city staff's time spent on this submittal is approximately $1,100.00. City staff will not have to spend time on reviewing a revised submittal or sending the master sign plan to the City Council for approval. Bases on these considerations, I recommend the City Council approve a refund of $3,300.00.

Commission Recommendations: N/A

Recommended Council Actions: Recommend City Council refund $3,300 of the total fees paid for the master sign plan and sign permit application fees.

Attachments: Applicant's request letter.

Next Steps/Schedule: Notify applicant of City Council's decision; if refund approved, process payment.

DH INVESTMENTS, LTD.

Received
DEC 21 2020
City of Dripping Springs

December 16, 2020

City of Dripping Springs
Sarah Cole
PO Box 384
Dripping Springs, TX 78620

Dear Ms. Cole:

We are hereby withdrawing our Master Sign Plan and request that our Master Sign Plan application fees be refunded as well.

Sincerely,

Charlie Hill
President
DH Investments
Manager, Shops at Ledgestone, LLC

28 CORDILLERA TRACE • SUITE 4 • BOERNE, TEXAS 78006
OFFICE 830-336-2518 • FAX 830-336-3540 • DHINV.COM

CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, NOVEMBER 16, 2020
3:30-5:00 PM—VIA ZOOM CONFERENCE

COMMITTEE MEMBERS:

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

INVITED GUESTS:

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

DSISD – Pam Swanks, Mike Garcia

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

CAMPO – Doise Miers

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

AGENDA

1. TXDOT

    - Project Updates

        a. Highway 290 Study Update

    - Nothing to update

        b. RR 12 Expansion Project

        - Michelle states that they are almost done with Phase 1. Cross culverts will get installed the week after Thanksgiving. There is no anticipated wrap date but they were let for an 18 month window.

    - New/Other Project(s) Update

2. Hays County

- Project Updates

    a. Presentation on Proposed Traffic Roundabout at FM150 and RR12—American Structurepoint (Please see Zoom recording for reference)

    b. Project is being let in December of 2021

- New/Other Projects(s) Update

    - Walt Smith Gives an update for the Hays County Master Transportation Plan

3. HDR (Traffic Engineering Consultant)

- Master Transportation Plan Update

    - The Master Transportation Plan is going public tomorrow (11/17). Will be up for 3 weeks.

    - Presenting Multi Modal Map and Thoroughfare Plan Map

    - Will have public feedback to discuss next meeting

- Status of Task Orders

    - Task orders are doing well

4. CITY OF DRIPPING SPRINGS

    - No updates

5. New Business

    - Ben Sorrell asks about the traffic light at 290 and Tiger lane and 290 and Roger Hanks Parkway. Leslie says that the light at Tiger Lane is approved as a park of the school expansion. Will be installed before the school is open to students. They would have a year to make sure traffic volumes met warrant, if they do not they will be taken down. It will be a timber pole light installation instead of permanent steel arms.

    - Light at 290 and Rob Shelton (HEB turn) conversations have started with TxDot. Leslie will follow up but it does seem feasible to move that up in the list of TxDot work. 2 different parties are involved here. The Courtyard Marriot and the PDD 11 development. We need to acquire ROW from Courtyard Marriot. They want to make sure they get their signage but they are agreeable. The developer for PDD 11 is obligated to construct the improvements. At this point they are willing to do so.

    - Ben Sorrell expresses the need for planning around the relationship of Hwy 290 and The City of Dripping Springs. Sharon Hamilton seconds his notion.

6. Adjourn

PARKS & COMMUNITY
CITY OF DRIPPING SPRINGS

December 2020

Director's Monthly Report

SUBMITTED BY: Director, Kelly Schmidt & PCS Team

PARKS

Charro Ranch Park:

No Hays County Master Naturalist workday this month. Nothing further to report.

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

Dripping Springs Ranch Park wraps up 2020 with only a handful of events, due to elevated Covid 19 numbers. The DSRP Riding Series Dressage Show was a success and our team worked with the Lake Travis FFA to create an outstanding Show & Go "Outdoor" format for the final goat, lamb, hog & steer show for the year. Thomas Carrol has joined our team of Ranch Hands as part time help for the season. The DS Farmer's Market decided to remain at the triangle for the season.

On December 8, 2020 City Council approved a proposed donation of a Chimney Swift Tower for Dripping Springs Ranch Park. Eagle Scout applicant Alexander Seshan will be coordinating, constructing and installing the project on the north side of the pond far off from the trail toward the park's property line. Chimney swift towers are only successful if they are in quieter locations that do not get disturbed. Hays County Master Naturalist Connie Boltz assigned to DSRP as its MN coordinator, worked with Sashan to identify an appropriate location.

Christmas tree collection and shredding, a free service for the Dripping Springs Community was relocated from the Triangle location to Dripping Springs Ranch Park and is offered from 12.28.2020 – 1.3.2021.

Founders Memorial Park:

Ranck dedication bench was installed on 12.30.2020. The bench and Mrs. Ranck contribution represent the City's first PCS dedication bench program participant.

Rathgeber Natural Resource Park (Not open to the public)

FOR IMMEDIATE RELEASE

Contact: Lisa Sullivan
Communications Director
City of Dripping Springs
512-858-4725

City of Dripping Springs Receives $5.7 Million Park Land Gift

DRIPPING SPRINGS, TEXAS – December 10, 2020 – The Dripping Springs City Council accepted a Donation Deed of 300 acres of land from Dick Rathgeber and Rathgeber Investment Company, LTD this week. This land is located adjacent to the Headwaters Subdivision and will be dedicated to the City as Rathgeber Natural Resource Park.

The future Rathgeber Natural Resource Park will not only protect 300 acres of pristine Texas Hill Country and the convergence zones of Barton Creek and Little Barton Creek, but it will provide public access to passively recreate, immerse in nature, and explore the Texas Night Sky. With the addition of this land, the City's public parkland increases from 271 to 571 acres.

According to Mayor Bill Foulds, Jr., "The City of Dripping Springs is extremely grateful to Dick Rathgeber for his generosity and incredible contribution to the City's current park system. As Dripping Springs continues to grapple with high rates of growth, access to, as well as conservation and proper management of public land, becomes vitally important to the health of the Texas Hill Country. The Rathgeber Natural Resource Park will not only protect and improve an indispensable piece of Hill Country habitat and watershed, it will also provide the Dripping Springs community with a one-of-a-kind opportunity to experience and learn from this majestic and endangered landscape."

The City of Dripping Springs directed an appraisal of the donated property and the appraisal was for $5.7 million. The donation deed also contemplates a seasonal Use Agreement of a 66 acres area of the park for the Capital Area Boy Scouts of America Council, Dripping Springs.

Kelly Schmidt, Drippings Springs Parks & Community Services Director, says there's much excitement about the potential for the new park and its varied partners. The park project has already received letters of support from Dripping Springs Independent School District, Destination Dripping Springs, Capital Area Boys Scouts, and Hays County Master Naturalist organizations.

Per Schmidt, "While the Dripping Springs community is the biggest beneficiary of this gift, through the contemplated Use Agreement, the Capital Area Boy Scouts will be able to provide seasonal Boy Scout programs for generations to come. It's exciting to think about the many community connections and improved quality of life experiences the park will serve as catalyst for."

The land is not open to the public at this time. The next step is for the City to facilitate the creation of a master park plan. Schmidt says, "We're looking forward to these next steps. We'll be working with stakeholders, community members, and outside firms to ensure that Rathgeber Natural Resource Park will be the best in class and offer much to the Dripping Springs community. This gifted land is a gem and we want to ensure that the master plan protects and manages it to the highest of standards." According to Schmidt, the plan will be created with the following four guiding principles:

- **Protecting/Improving Water Quality** including all efforts to ensure that the two creeks are kept as pristine as possible as the park is created and used;
- **Nature Education** including educational programming, interpretive signage throughout the park, and a future Natural Resource/Interpretive educational center on site;
- **Conservation** including a long-term land management plan that protects existing flora and fauna, restores disturbed land, and employs on-site dedicated Parks and Community Services staff; and
- **Responsible Outdoor Recreation** including the creation of unobtrusive trails and natural gathering spaces, primitive youth camping & outdoor recreation, and low-impact recreation uses & management/conservation principles so that the parkland is enjoyed through uses that complement the intended goal of a mindful Texas Hill Country nature immersion experience without degradation.

The generous land donation was given by area developer and philanthropist Dick Rathgeber, who believes in the philosophy of giving back to the community. Rathgeber says of the donation, "I'm extremely pleased with the plans that the City of Dripping Springs has for the park because it is about as close to nature as you can get."

The development of the master plan and the creation of Rathgeber Natural Resource Park will take 2-4 years to complete. Partial funding is expected to come from the Hays County Parks and Open Spaces $75 Million Bond that was approved by Hays County voters in the last election.

For any questions, please contact communications@cityofdrippingsprings.com or call 512-858-4725.

Sports & Recreation Park
Light project being submitted to International Dark Sky Association for review and certification.

Veterans Memorial Park & Triangle
Nothing to report.

COMMUNITY SERVICES

Community Events & Programs – Submitted by: *Maggie Martin, Programs and Events Speciailist*

Bird City:
The Bird City application has been completed and submitted for review! Thank you to all the contributors in this successful application! We hope to hear back from the review committee in early January for designation!

Its Time Texas:

This year for It's Time Texas we are so excited to bring the spirit in house! The CODS employees will be working together to train weekly for a DS 5K in February! We will log our points along the way using the new app provided by ITT. We will train virtually and in person (socially distanced) and the 5k will be socially distanced in an outdoor setting. If you are interested in participating email me at mmartin@cityofdrippingsprings.com to sign up!

Keep Dripping Springs Beautiful:

December 22nd, we hosted the Holiday Community Clean Up! We had 25 volunteers come to pick up trash along Highway 290. The volunteers were CODS employees, Chamber employees, kids, school groups and families! We were thrilled to pick up almost 200 pounds of trash. A huge thank you to our community for supporting Keep Dripping Springs Beautiful!

Community Services - Volunteer Program:

Girl Scout Silver- Award contender, Autumn Pape, has finished the Charro Ranch Park restoration project! Her work included: fixing all structural and cosmetic issues, refinishing the exterior, and updating information to make it more inclusive to visitors with language barriers or impairments. The goal of the project was to add lasting value to our parks, which she has met, and the new structure will be appreciated by park visitors for the foreseeable future. Her donated work hours and creative contributions were recognized with a certificate of appreciation on behalf of the Parks and Community Services Department!

PARKS &COMMUNITY
CITY OF DRIPPING SPRINGS

Certificate of Appreciation

PRESENTED TO:

Autumn Pape

ON THIS DAY OF DECEMBER 18TH, 2020

FOR

COMPLETING 50 HOURS OF SERVICE TO THE PARKS AND COMMUNITY SERVICES DEPARTMENT

12/18/2020

DATE

Maggie Peterson
Parks & Community Services Coordinator

CITY OF DRIPPING SPRINGS INC. 1981 TEXAS

Event – Christmas on Mercer:

Christmas on Mercer was a huge win in 2020! We were successfully able to hold the event downtown with half of the normal submission of vendor booths permitted and Covid-19 safety precautions were vetted and employed. The event was well received by the community and businesses were grateful for the opportunity to participate yet again in Christmas on Mercer. As has been the case since inception, the Lions Club is the primary partner with the city in the event and serves as the lead. Over the years the City's Parks and Community Services and Maintenance departments have been tasked with serving as the City's primary logistics and City-wide event coordinators. This year, the City's Communications Director supported and produced all the event's marketing materials, logos and press releases.

Banner Requests & Co-Sponsorships:

- Christmas On Mercer CoDS 12/1/2020 to 12/7/2020
- Buy Local, Chamber of Commerce 12/1/2020 to 12/7/2020
- Shop Local, CoDS 12/1/2020 to 12/31/2020

Farmers Market – Submitted by: *Laurel Robertson, Market Manager*

On December 9, 2020 Laurel Robertson, Dripping Springs Farmers Market Manager was awarded Texas Recreation and Park Societies' Part-time Employee of the Year Award. She was selected from a group of her Central Texas regional peers and honored for her commitment during the pandemic which shepherded the market's recognition and designation as an essential City service. Other notable contributions include managing the "business" of the market to produce a positive balance in their coughers as well as record attendance with very few markets missed. Awareness and popularity of the market continues to grow monthly.

Marketing, Website, Social Media, Branding & Communications

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

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

City of Dripping Springs

Monthly Maintenance Report

December 2020

Routine Maintenance

- M-F Weekly Maintenance Check list is completed in the morning
- Wednesday's setup and put away Farmers Market
- WWTP fields and lift stations landscaping
- Ranch House water heater flushed weekly
- Maintenance Meeting Wednesdays (1:00pm) safe distancing in council chambers
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed
- City Hall fogged and sprayed with disinfectant daily
- Mercer St. plant beds maintained

Additional Maintenance Completed

Parks

- VMP Christmas tree put up – 11/30
- Ranch Park Christmas lights put up – 12/1
- VMP Christmas lights installed – 12/2
- Founders park fallen tree limbs moved to brush pile at DSRP – 12/7
- Founders pool ant treatment – 12/8
- Founders dedication bench foundation forms set – 12/8, 12/9
- Ranch Park Christmas lights moved to VMP – 12/10
- SRP trail brush trimmed – 12/14
- SRP trail drainage regraded – 12/15
- Founders Park trail brush trimmed – 12/15
- Founders Pool ADA chair put away – 12/16
- Founders park sign moved to Ranch House – 12/18
- SRP playground mulch high traffic areas raked – 12/21
- SRP water meter readings to Penny – 12/21
- Picked up trash bags along Hwy 290 for City clean-up – 12/21
- Founders playground mulch high traffic areas raked – 12/22
- Founders park dedication bench installed – 12/29
- DSRP trail hole filled – 12/29
- SRP irrigation turned off – 12/30

Streets

- Wallace St. and San Marcos St. stop sign repaired – 12/1
- College St. electrical covers repaired and replaced – 12/1
- Mercer St. ROW trimmed – 12/1

- Mercer St. banner arm repaired – 12/1
- Wallace St. stop sign brush trimmed – 12/3
- Founders park Rd. and RR12 stop sign repaired – 12/7
- Event Center Dr. and RR12 signs repaired – 12/10
- Craig St., Brookside, Timberline potholes filled: 45 bags – 12/10, 12/11, 12/14
- Mercer St. pothole filled – 12/11
- Mercer St. banner arm repaired – 12/16
- Mercer St. and Hwy 290 corner trimmed – 12/17

Facilities

- DSRP cough guard repaired – 12/1
- City Hall mowed and trimmed – 12/3
- City Hall A/C filters replaced – 12/3
- Building office light bulbs replaced – 12/3
- DSRP air filters replaced – 12/7
- Ranch House mirror installed – 12/9
- Ranch House septic chlorine tabs added – 12/14
- DSRP overhead door repaired – 12/15
- Ranch House well walls repaired – 12/18
- Council Chamber desk moved for IT – 12/22
- DSRP window film installed – 12/23
- DSRP doorknob repaired – 12/30

Equipment/Vehicles

- F-150 PW tires aired up – 12/1
- Little Wonder door seals repaired – 12/3
- Ferris mower PM'd – 12/3, 12/4
- All flags moved to half-staff and returned – 12/7, 12/8
- DSRP Kioti 4x4 picked up for repairs – 12/9
- DSRP Kioti tractor drag teeth changed – 12/14
- DSRP Kioti 4x4 returned from shop – 12/16
- Chevy 1500 sent to shop for air bag light – 12/16
- F-150 MD driver side window replaced – 12/16
- F-150 MD air filter replaced – 12/17
- Water wagon serviced – 12/17
- Chevy 1500 moved to SRWRF (non-operational) – 12/18
- Pulled toolboxes and tools from Chevy 1500 – 12/18
- F-150 MD oil changed – 12/29

Other

- Christmas on Mercer St. set up – 11/30-11/4
- Staff meeting – 12/1
- PEC put up Christmas lights – 12/2
- VB/COC Christmas lights put up – 12/2

- Shine put up Christmas lights – 12/1-12/2
- Christmas on Mercer coverage – 12/5
- Christmas on Mercer clean-up – 12/7
- Ginger 20-year celebration – 12/11
- Christmas tree drop-off location signs put up – 12/28

WWTP

- Irrigation leaks marked – 12/2
- Tree limbs cleaned up on fields – 12/9
- Gate hinge repaired – 12/10
- Gate re-adjusted – 12/17
- Mule moved to DSRP – 12/18
- Field 23 wasp treatment
- Mule returned from DSRP – 12/21

Project Status Report

Permits Created From 12/1/2020 to 1/1/2021

Generated 1/6/2021 1:48:24 PM

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2020-121	Closed	, Dripping Springs, TX 78620	Street and ROW Maint. (Dec. WO's)	13962000	N/A	Street/Roads	Work Planned	Completed	Jim Bass	12/22/2020
				13962012	N/A	Street/Roads	Work Planned	Completed	Tim Tyree	12/14/2020
				13962016	N/A	Street/Roads	Work Planned	Completed	Jim Bass	12/10/2020
2020-122	Closed	511 Mercer St., City Hall, TX 78620	City Hall (Dec. WO's)	13939593	N/A	N/A	Work Planned	Completed	Jim Bass	12/03/2020
				13960048	N/A	N/A	Work Planned	Completed	Jim Bass	12/09/2020
				13977586	N/A	N/A	Work Planned	Completed	Jim Bass	12/14/2020
				13977592	N/A	N/A	Work Planned	Completed	Sonny Garza	12/21/2020
				14007566	N/A	N/A	Work Planned	Completed	Jim Bass	12/21/2020
				14013085	N/A	N/A	Work Planned	Completed	Jim Bass	12/22/2020
				14016732	N/A	N/A	Work Planned	Completed	Jim Bass	12/28/2020
2020-123	Closed	480 Founders Park Rd., Founders Memorial Park, TX	Founders Park (Dec. WO's)	No Work Orders on Project	N/A	Parks				
2020-124	Closed	27148 Ranch Rd 12, Sports and Rec Park, TX	Sports and Rec Park (Dec. WO's)	13991517	N/A	Parks	Work Planned	Completed	Tim Tyree	12/21/2020
2020-125	Closed	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Dec. WO's)	13987070	N/A	Parks	Work Planned	Completed	Sonny Garza	12/21/2020

2020-126	Closed	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Dec WO's)	13991448	N/A	N/A	Work Planned	Completed	Sonny Garza	12/22/2020
				14001292	N/A	N/A	Work Planned	Completed	Jim Bass	12/18/2020
2020-127	Open	1042 Event Center Drive, Dripping Springs Ranch Park , TX	DSRP (Dec WO's)	13939652	N/A	N/A	Work Planned	Completed	Tim Tyree	12/14/2020
				14007572	N/A	N/A	Work Planned	Completed	Jim Bass	01/04/2021
				14013120	N/A	N/A	Work Planned	Completed	Leonard Jones	01/05/2021
				14013130	N/A	N/A	Work Planned	New	Leonard Jones	
				14035721	N/A	N/A	Work Planned	New	Sonny Garza	
2020-128	Closed	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Dec WO's)	13939605	N/A	N/A	Work Planned	Cancelled	Tim Tyree	
2020-129	Closed	511 Mercer St., Fleet and Equipment, TX 78620	Fleet and Equipment (Dec WO's)	13991342	N/A	N/A	Work Planned	Completed	Leonard Jones	12/22/2020
				13991347	N/A	N/A	Work Planned	Completed	Leonard Jones	01/05/2021
				14001266	N/A	N/A	Work Planned	Completed	Tim Tyree	12/21/2020
				14008295	N/A	N/A	Work Planned	Completed	Sonny Garza	12/21/2020
2020-130	Closed	22690 Ranch to Market Rd 150, Charro Park, TX	Charro Park (Dec WO's)	No Work Orders on Project	N/A	Parks				
2020-131	Closed	23127 W. 150, SRWRF, TX	South Regional Water Reclamation Facility (Dec WO's)	13961992	N/A	N/A	Work Planned	Completed	Bill Stevens	12/11/2020
				14008288	N/A	N/A	Work Planned	Completed	Bill Stevens	12/22/2020
				14036415	N/A	N/A	Work Planned	Completed	Bill Stevens	01/04/2021
2020-132	Closed	511 Mercer St., COVID-19, TX 78620	COVID-19 (Dec WO's)	No Work Orders on Project	N/A	N/A				

TEXAS Health and Human Services
Texas Department of State Health Services
John Hellerstedt, M.D.
Commissioner

☑ CHECKLIST FOR OFFICE-BASED EMPLOYERS

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

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

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

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

Health protocols for your employees and contractors:

☐ Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.

☐ Screen employees and contractors before coming into the office:

- ☐ Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19

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OFFICE-BASED EMPLOYERS: Page 2 of 3

- ☐ Do not allow employees with new or worsening signs or symptoms listed above to return to work until:
  - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or
  - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
  - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- ☐ Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).

☐ Have employees and contractors wash or sanitize their hands upon entering the office.

☐ Have employees and contractors maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.

☐ Consider implementing a staggered workforce, such as alternating days or weeks for different groups of employees and/or contractors coming into the workplace.

☐ Continue to encourage individuals to work remotely if possible.

☐ If an employer provides a meal for employees and/or contractors, the employer is recommended to have the meal individually packed for each individual.

Health protocols for your facilities:

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

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OFFICE-BASED EMPLOYERS: Page 3 of 3

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

TEXAS Health and Human Services
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John Hellerstedt, M.D.
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☑ CHECKLIST FOR RODEO AND EQUESTRIAN EVENTS

Individuals may engage in, and sponsors may put on, rodeos and equestrian events. Spectators are allowed, provided that indoor venues limit the number of spectators to no more than 50% of the total listed occupancy of the venue, and outdoor venues may operate at up to 50% of the normal operating limits as determined by the facility owner. Six feet of separation between individuals not within the same household should be maintained to the extent feasible. To the extent the rodeo or equestrian event has spectators, the person sponsoring the event must ensure that ingress and egress from the venue allows for 6 feet of social distancing between individuals on entering and exiting the venue. All employees and customers must wear a face covering (over the nose and mouth) wherever it is not feasible to maintain six feet of social distancing from another individual not in the same household.

The following are the minimum recommended health protocols for all individuals engaging in, and sponsors putting on, rodeo and equestrian events in Texas. Individuals and sponsors may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, volunteers, and participants.

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

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

Health protocols for your spectators:

- ☐ Remote ticketing options are encouraged to help manage capacity limitations.
- ☐ Ensure proper spacing between patrons in the venue:
  - ☐ For venues that configure seating arrangements which are not in rows, ensure at least 6 feet of separation between other groups. No tables of more than 10 people.
  - ☐ For venues that configure seating arrangements in rows, maintain at least two empty seats (or six feet separation) between groups in any row, except as follows:
    - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
    - Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
      - Alternate rows between patrons (every other row left empty), as appropriate.
  - ☐ Any other method to provide at least six feet of separation between groups of up to 10 individuals who attend the venue together. Disinfect seats and frequently touched areas before and after use.

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RODEO AND EQUESTRIAN EVENTS: Page 2 of 3

- ☐ For venues providing food service to patrons:
  - ☐ Do not leave condiments, silverware, flatware, glassware, or other traditional table top items on an unoccupied table.
  - ☐ Provide condiments only upon request, and in single use (non-reusable) portions or in reusable containers that are cleaned and disinfected after each use.
  - ☐ Clean and disinfect the area used for dining (table, etc.) after each group of customers depart the area.
  - ☐ Use disposable menus (new for each patron), or clean and disinfect reusable menus after each use.
  - ☐ If the venue allows customers to write down their food orders inside the venue, provide take-home pencils and notepads that cannot be used by other customers.
  - ☐ Have wait staff sanitize or wash hands between interactions with customers.
- ☐ For venues with counter food service for patrons:
  - ☐ Provide condiments or flatware only in single use, individually-wrapped items, and provide condiments only upon request.
  - ☐ Have employees and contractors follow proper food-handling protocols.
  - ☐ Disinfect any items that come into contact with customers.
- ☐ Contactless payment is encouraged. Where not available, contact should be minimized. Employees, contractors, and customers should sanitize their hands after the payment process.

Health protocols for your employees, contractors, volunteers, and participants:

- ☐ Individuals not currently competing should remain at least 6 feet away from other individuals. Remaining in vehicles before and after a race, or in separate areas during other events, is strongly recommended.
- ☐ Train all employees, contractors, volunteers, and participants on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees, contractors, volunteers, and participants before the sporting event:
  - ☐ Send home any employee, contractor, volunteer, or participant who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain
    - Headache
    - Sore throat
    - Loss of taste or smell
    - Diarrhea
    - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
    - Known close contact with a person who is lab confirmed to have COVID-19
  - ☐ Do not allow employees, contractors, volunteers, or participants with new or worsening signs or symptoms listed above to return to work until:

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RODEO AND EQUESTRIAN EVENTS: Page 3 of 3

- In the case of an individual who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or
- In the case of an individual who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
- If the individual has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.

☐ Do not allow an individual with known close contact to a person who is lab-confirmed to have COVID-19 to return to the event until the end of the 14-day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).

☐ Have employees, contractors, volunteers, and participants wash or sanitize their hands upon entering the event venue.

☐ Have employees, contractors, volunteers, and participants maintain at least 6 feet of separation from other individuals. If such distancing is not feasible, other measures such as hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.

☐ If the event sponsor provides a meal for employees, contractors, volunteers, and/or participants, the sponsor is recommended to have the meal individually packed for each individual.

Health protocols for your facilities:

☐ If 6 feet of separation is not available between individuals at the event, consider the use of engineering controls, such as dividers between individuals, to minimize the chances of transmission of COVID-19.

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

☐ Disinfect any items that come into contact with individuals, including sporting event equipment.

☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.

☐ Consider placing readily visible signage at the venue to remind everyone of best hygiene practices.

☐ Consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the employer are being successfully implemented and followed.

GOVERNOR GREG ABBOTT

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3PM O'CLOCK
OCT 07 2020
Secretary of State

October 7, 2020

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-32 relating to the continued response to the COVID-19 disaster as Texas reopens.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 7, 2020

EXECUTIVE ORDER
GA 32

Relating to the continued response to the COVID-19 disaster as Texas reopens.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from the Texas Department of State Health Services (DSHS); and

WHEREAS, in June 2020, Texas experienced substantial increases in COVID-19 cases and hospitalizations, necessitating targeted and temporary adjustments to the reopening plan to achieve the least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, I therefore issued Executive Orders GA-28 and GA-29 in late June and early

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July 2020, respectively, and amended Executive Order GA-28 by proclamation on July 2, 2020; and

WHEREAS, due to improved medical treatments for COVID-19 patients, substantial increases in testing, abundant supplies of personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, the spread of COVID-19 and the number of new COVID-19 cases and hospitalizations have steadily and significantly declined since late July; and

WHEREAS, I therefore issued Executive Orders GA-30 and GA-31 on September 17, 2020, allowing additional reopening and non-essential medical surgeries and procedures in Texas, except in some areas with high hospitalizations as defined in those orders; and

WHEREAS, as Texas continues to reopen, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting … the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders … hav[ing] the force and effect of law;" and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed $1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, other medical advisors, the White House, and the CDC, do hereby order the following on a statewide basis effective at 12:01 a.m. on October 14, 2020:

Every business establishment in Texas shall operate at no more than 75 percent of the total listed occupancy of the establishment; *provided, however, that*:

1. There is no occupancy limit for the following:
    a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 4.0 or any subsequent version;
    b. religious services, including those conducted in churches, congregations, and houses of worship;
    c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;

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d. child-care services;
e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths;
f. recreational sports programs for youths and adults;
g. any public or private schools, and any public or private institutions of higher education, not already covered above;
h. drive-in concerts, movies, or similar events, under guidelines that facilitate appropriate social distancing, that generally require spectators to remain in their vehicles, and that minimize in-person contact between people who are not in the same household or vehicle; and
i. the following establishments that operate with at least six feet of social distancing between work stations: cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services.

2. In areas with high hospitalizations as defined below, any business establishment that otherwise would have a 75 percent occupancy or operating limit may operate at up to only 50 percent. This paragraph does not apply, however, to business establishments located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19.

   "Areas with high hospitalizations" means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less. A current list of areas with high hospitalizations will be maintained at www.dshs.texas.gov/ga3031.

3. Except as provided below by paragraph No. 5, there is no occupancy limit for outdoor areas, events, and establishments, with the exception of the following outdoor areas, events, or establishments that may operate at no more than 75 or 50 percent, as applicable, of the normal operating limits as determined by the owner:
   a. amusement parks;
   b. water parks;
   c. swimming pools;
   d. museums and libraries; and
   e. zoos, aquariums, natural caverns, and similar facilities.

4. All indoor and outdoor professional, collegiate, and similar sporting events, including rodeos and equestrian events, shall remain limited to 50 percent of the normal operating limits as determined by the owner.

5. For any outdoor gathering in excess of 10 people, including rafting, tubing, and related services, other than those set forth above in paragraph Nos. 1, 3, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order.

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6. Restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, and whose customers eat or drink only while seated, may offer dine-in services.

7. Bars or similar establishments that hold a permit from the Texas Alcoholic Beverage Commission (TABC), and are not restaurants as defined above in paragraph No. 6, may offer on-premises services only as described by this paragraph. A bar or similar establishment may offer on-premises services at up to 50 percent of the total listed occupancy of the establishment *if*:
   a. the bar or similar establishment is not in an area with high hospitalizations as defined above, and the county judge of the county in which the bar or similar establishment is located files the requisite form with TABC; or
   b. the bar or similar establishment is in an area with high hospitalizations as defined above, but is located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, and the county judge of the county in which the bar or similar establishment is located also files the requisite form with TABC.

   Patrons at bars or similar establishments operating under this paragraph may eat or drink only while seated, except that in an establishment that holds a permit from TABC as a brewer, distiller/rectifier, or winery, customers may sample beverages while standing so long as they are in a group of six people or fewer and there is at least six feet of social distancing or engineering controls, such as partitions, between groups.

   Where applicable, this 50 percent occupancy limit applies only indoors; the limit does not apply to outdoor areas, events, or establishments, although social distancing and other protocols must be followed.

   People shall not visit bars or similar establishments that are located in counties not included in parts (a) or (b) above. A current list of all counties reopening under this paragraph will be maintained on TABC's website.

   The use by bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks remains allowed to the extent authorized by TABC.

8. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed.

9. Staff members are not included in determining operating levels, except for manufacturing services and office workers.

10. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people shall not be in groups larger than 10 and shall maintain six feet of social distancing from those not in their group.

11. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

12. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS.

13. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining

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services.

14. People may visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
15. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards.

Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-30, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-24, GA-25, GA-29, or GA-31. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 7th day of October, 2020.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE SECRETARY OF STATE
3PM O'CLOCK
OCT 07 2020

ATTESTED BY:

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK

OCT 07 2020

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into as of the 14th day of April 2020, by and between the **City of Dripping Springs,** a general law city in Hays County, Texas (hereinafter the "City"), **Dripping Springs Independent School District** (hereinafter the "DSISD"), **Dripping Springs Community Library District** (the "Library"), and **Hays County** ("County"); (collectively the "Parties"), in connection with the development and construction of the Town Center Project.

WHEREAS, Dripping Springs was one of the five cities in Central Texas chosen to participate in the Sustainable Places Project, an ambitious regional planning initiative aimed at helping communities create the conditions for livable places; and

WHEREAS, Dripping Springs finalized its Sustainable Places Project (the "Project") on December 10, 2013; and

WHEREAS, the Project suggested a catalyst project which focuses on enhancing the existing town center and expanding it to the northwest; and

WHEREAS, the Project recognized that the City and the DSISD currently own, occupy, or control approximately fourteen point one (14.1) acres of land and ROW within the area proposed for the Town Center and adjacent space suitable for potential commercial development; and

WHEREAS, to continue with the Town Center Project, the City, the DSISD, the County, the Library, and TIRZ seek to complete the real estate and other transactions that are necessary to complete the project; and

WHEREAS, the concept to co-locate the City, DSISD, County, and Library is supported by the parties because shared facilities is a cost-effective way to design civic services; and

WHEREAS, the Parties desire to pursue joint planning and construction of the Town Center Project; and

WHEREAS, the City Council of the City of Dripping Springs and the Board of Trustees for the Dripping Springs Independent School District find that the appropriate real estate transactions related to completion of the Town Center Project provides a public benefit to the constituencies served by each of the entities and to the taxpayers of each entity; and

WHEREAS, this Interlocal Agreement is intended to facilitate completion of the planning and construction of infrastructure and related improvements of the Town Center Project; and

WHEREAS, the Parties entered into a Memorandum of Understanding to facilitate timely planning and assessment of the viability of the Town Center in September 2017; and

WHEREAS, timely commitments on the transfer of the City and DSISD properties is desired to plan for the Town Center, but both the City and DSISD desire additional time before vacating their current properties; and

WHEREAS, the Parties plan to acquire and sell or exchange real property, build, occupy, and share a building and complex on a single tract of land.

NOW, THEREFORE, the City, DSISD, Library, and County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

ARTICLE I
TERM OF AGREEMENT

1.1 **Term.** The term of this Agreement ("Term") shall commence on the Effective Date and shall expire April 1, 2025.

ARTICLE II
AGREEMENTS

2.1 **Conditions.** The Parties recognize that certain conditions must be met for the development of Town Center. The City, DSISD, County, or Library, may end its involvement with the development of Town Center and its participation in this Agreement if the City, DSISD, Library, County, or TIRZ are unable to agree upon a site or obtain financing to fund the Town Center Project or replacement facilities related to the Project.

2.2 **City Agreement.** The City shall:

To advance and implement the development of the Dripping Springs Town Center, the City of Dripping Springs (City) shall:

(a) In accordance with Chapter 272, Texas Local Government Code, to commit to making the current City Hall Property and right of way located on the corner of Highway 290 and Mercer Street available for future purchase or transfer for the Town Center project and negotiate in good faith and enter into an agreement for the purchase of all or part of the City property within the Town Center Site with or without existing improvements, as agreed, on all or a part of the property located at 511 Mercer Street, Dripping Springs, Texas, including the right of way located on the corner of Highway 290 and Mercer Street to the extent allowed by law, that is required for development of Phases 1 and 1A, including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity involved in the sale or exchange within six months from the date of

execution of this Agreement. The agreement shall include the part(ies) who will purchase or otherwise obtain the City property, the method(s) of transfer, and the date(s) on or around which the properties will be transferred. The final price or land exchange may be determined by the applicable parties at a time mutually agreeable to the parties who are purchasing and selling the property.

(b) Negotiate in good faith with the Library and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the City may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or County pro-rata share subject to future funding allocations from those entities or the TIRZ);

(c) To the extent allowed by law, adopt a Plan of Finance for the Phase 1 and 1A infrastructure in cooperation with the TIRZ Board, DSISD, Library, and Hays County within twelve months of the execution of this Agreement and will engage a contractor for design of the improvements within six months after the adoption of the Plan of Finance by applicable parties;

(d) Within six months after approval of the Plan of Finance associated with this agreement is finalized as to the terms listed above and property dedicated to each entity by the DSISD and City as negotiated, initiate an application for Planned Development District zoning and promote its approval and provide for the entitlement process for the Town Center, including any required public outreach and engagement;

(e) Conduct space planning and design for the construction of a new City Hall and associated parking and utilities, with the express intent to restrict the land area required to the 1.2-acre site identified as "Civic Site 2" in the Town Center Plan as attached on **Exhibit "A"** (Fall 2019 version); and

(f) Within three months of adoption of the Plan of Finance by the City, the City shall present a cost reimbursement agreement to the TIRZ Board for recommendation whereby City-issued debt and other financing can provide initial funding for any Phase 1 and 1A infrastructure not otherwise funded by the Library or County, to reimburse the City on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the City's initial financing; and

(g) In addition, the City may, at its sole discretion:

(1) Engage the DSISD, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;

(2) Execute the acquisition of the new City Hall site through a transaction with DSISD;

(3) Negotiate in good faith for the disposition of the City's current City Hall property to an eventual end purchaser related to the Town Center Project;

(4) Complete fundraising for and construction of the new City Hall and associated on-site improvements; and

(5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from cash-in-lieu fees, contributions from development agreements, disposition of public assets, State, County, or regional funding, or any other viable sources.

2.3 **DSISD Agreement.** DSISD shall:

(a) The DSISD shall permit the Parties in this Agreement to purchase and/or agree to the exchange of property, at an agreed value , sufficient land within the boundaries of the District Property, as more described below, to construct the Town Center project. The sale and/or exchange of property and purchase is subject to Chapter 272 of the Texas Local Government Code, Section 11.154 of the Texas Education Code, and subparagraph 2.3(b).

(b) The Parties agree to negotiate in good faith and enter into an agreement for the future sale of the property with the City of Dripping Springs, Library, and/or Hays County, with or without improvements, on approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Spring, Texas, excluding the Walnut Springs Elementary School track and field, as required for development of Phases 1 and 1A, but including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval of the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or acquire the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and

(c) The responsibility for the demolition of the existing improvements at 510 Mercer Street shall be determined by the Board of Trustees during the real estate negotiations; and

(d) If the Town Center project is terminated and paragraph 2.3(a) and (b) is not exercised, then in accordance with the requirements of Chapter 272, Texas Local Government Code, DSISD will negotiate in good faith and enter into a real estate sales contract with the Library for property in the amount of acreage sufficient to build a 35,000 square foot building and additional acreage to support the infrastructure as set forth in the interlocal agreement between the Library and District.

(e) In addition, DSISD may, at its sole discretion:

(1) Engage the City, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building or other Town Center facilities, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and

(2) Engage the City in discussions regarding the potential swap of the current City Hall site and building or other City property, with or without improvements, for portions of the current DSISD property required for Phases 1 and 1A of the Town Center Plan, with each property owner receiving fair market value in such an exchange.

2.4 **Library.** The Library shall:

To advance and implement the development of the Dripping Springs Town Center, the Dripping Springs Community Library (Library) shall:

(a) In accordance with Chapter 272 Texas Local Government Code, negotiate in good faith and enter into an agreement to purchase all or part of the property from the DSISD for the property within the Town Center Site, with or without existing improvements, as agreed, on all or a part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field, that is required for development of Phases 1 and 1A, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and

(b) Negotiate in good faith with the City and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the Library may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the City or County pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in the preparation for its Plan of Finance; and

(c) Conduct space planning, design, and site planning for the construction of a new Town Center Library and associated parking and utilities, with the express intent to restrict the land area required to the 1.8-acre site identified as "Civic Site 1" in the Town Center Plan as attached on **Exhibit "A"** (Fall 2019 version), accounting for Library parking that may be accommodated on-street in the public right-of-way.

(d) In addition, Library may, at its sole discretion:

(1) Engage the DSISD, City, and/or Hays County to explore the potential for shared use of portions of the planned Town Center Library building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and

(2) To the extent allowed by law, complete fundraising for and construction of the new Town Center Library and associated on-site improvements as well as any shared infrastructure that the Library's financing resources may be able to support.

(3) Acquire land suitable for the new Library facility.

2.5 Conditions of the County.

To advance and implement the development of the Dripping Springs Town Center, Hays County shall:

(a) In accordance with Section 272.001(b)(5), Texas Local Government Code, negotiate in good faith and enter into an agreement for the purchase of all or part of the property from the DSISD and/or the City for the acquisition of real property with or without improvements, as agreed, on all or part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field and/or the property at 511 Mercer Street with or without existing improvements, that is required for development of Phases 1 and 1A, including property required for new City, County, and Library facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing board of each entity, for a County facility within six months from the date of execution of this agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD and/or City property, the method(s) of transfer, and the date(s) on or around which the property will be transferred in 2022, for DSISD property not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future as mutually agreeable to the parties who are purchasing and selling the property; and

(b) Negotiate in good faith with the Library and City the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the County may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or City pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in preparation of its Plan of Finance; and

(c) Conduct space planning and design for the construction of a new County facility by Spring 2022 and associated parking and utilities, with the express intent to restrict the land area required to a portion of the 1.2-acre site identified as "Civic Site 2" in the Town Center Plan as attached on **Exhibit "A"** (Fall 2019 version).

(d) In addition, the County may, at its sole discretion:

(1) Execute the acquisition of the new County site through a transaction with DSISD;

(2) Within three months of adoption of the Plan of Finance by the City, present to the TIRZ Board the terms of a cost reimbursement agreement whereby County resources can provide initial funding for any Phase 1 and 1A infrastructure not otherwise funded by the Library or City to reimburse the County on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the County's initial financing;.

(3) Engage the DSISD, City, and/or Library to explore the potential for shared use of portions of the planned new civic buildings instead of or in addition to constructing a new County facility, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;

(4) Complete fundraising for and construction of the new County facility and associated on-site improvements; and

(5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from County parks and transportation bonds, contributions from development agreements, disposition of public assets, State or regional funding, or any other viable sources.

ARTICLE III
DEFAULT, REMEDIES, TERMINATION

3.1 **Defaults, Generally.** A default shall occur ("Default") hereunder if either the City, DSISD, Library, or County shall fail or refuse to perform any of its respective obligations under this Agreement and such Default shall continue for thirty (30) days after written notice from the non-defaulting parties to the defaulting party designating such Default (or for such longer period as may be reasonably required to cure such Default in the exercise of all due diligence but not in excess of ninety (90) days).

3.2 **Remedies after Default.** If a Default occurs, the non-defaulting party shall have all the remedies available to the non-defaulting party at law or in equity, including the right to bring an action for specific performance against the defaulting party.

3.3 **Notice of Default; Opportunity to Cure.** If this Agreement is breached, the party alleging the default or breach shall give the breaching party not less than thirty (30) days written notice, measured from the date of the certified mailing, specifying the nature of the alleged default, and when appropriate, the manner in which the alleged default may be satisfactorily cured. If the

nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within the period.

3.4 Notice of Intent to Terminate on Default. At any time following the thirty-day cure period, the complaining party may institute legal proceedings and/or give written notice of intent to terminate the Agreement by certified mail. The written notice of intent to terminate shall specify the nature of the alleged grounds for termination.

3.5 Termination of Agreement. Each party shall be able to terminate this Agreement by giving a thirty (30) day written notice to each other Party if the party terminating the Agreement: (1) no longer can obtain funding for the Town Center Project; (2) no longer can allocate funding for the construction of replacement facilities affected by the Town Center Project; (3) there is a legal or budgetary impediment to the DSISD; or (4) a legal impediment to the City.

3.6 Cancellation of Agreement. Except as otherwise permitted herein, this Agreement may be cancelled, in whole or in part, only by mutual written consent of all of the Parties.

3.7 Time of Essence to Agreement. The Parties agree that time is of the essence to this Agreement.

ARTICLE IV
GENERAL PROVISIONS

4.1 Notice. Any notice or statement required or permitted to be delivered by one of the Parties to this Agreement to the other shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the address shown below, or at such other address (or addressees) provided by the parties to each other:

District:	Dripping Springs Independent School District c/o Superintendent 510 Mercer Street Dripping Springs, Texas 78720
With copy to:	Oscar G. Trevino Walsh, Gallegos, Trevino, Russo & Kyle P.C. 505 E. Huntland Dr. #600 Austin, Texas 78752
City:	City of Dripping Springs c/o Michelle Fischer 511 Mercer Street Dripping Springs, Texas 786201

With copy to:	Laura Mueller City Attorney 511 Mercer Street Dripping Springs, Texas 786201
Library:	Dripping Springs Community Library District c/o Missy Atwood 501 Sportsplex Drive Dripping Springs, Texas 78620
With copy to:	Kate Leverett GERMER PLLC 550 Fannin, Suite 400 Beaumont, Texas 77701
County:	Hays County c/o Hays County Judge 111 E. San Antonio St., Ste. 300 San Marcos, Texas 78666
With copy to:	Mark Kennedy County General Counsel 111 E. San Antonio St., Ste. 300 San Marcos, Texas 78666

4.2 No Joint Venture; No Third-Party Beneficiaries. It is acknowledged and agreed to by the Parties to this Agreement that the terms hereof are not intended to and shall not constitute a partnership or joint venture between the parties. The Parties, their officials, officers, and agents, do not assume any responsibility or liability to any third parties in connection with the design, construction, operation or maintenance of any structures or improvements associated with Town Center.

4.3 Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in Hays County, Texas.

4.4 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein, and this instrument supersedes any prior agreements or understandings between the parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

EXECUTED on this the 15th day of April 2020 ("Effective Date").

[signature pages follow]

CITY OF DRIPPING SPRINGS, TEXAS

Todd Purcell, Mayor

Attest:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

Dr. Mary Jane Hetrick
Vice-President, Board of Trustees

Attest:

Shannon O'Connor
Secretary, Board of Trustees

DRIPPING SPRINGS COMMUNITY LIBRARY DISTRICT

Missy Atwood, President

Attest:

Melva Codina, Treasurer

HAYS COUNTY

_____

Ruben Becerra, Hays County Judge

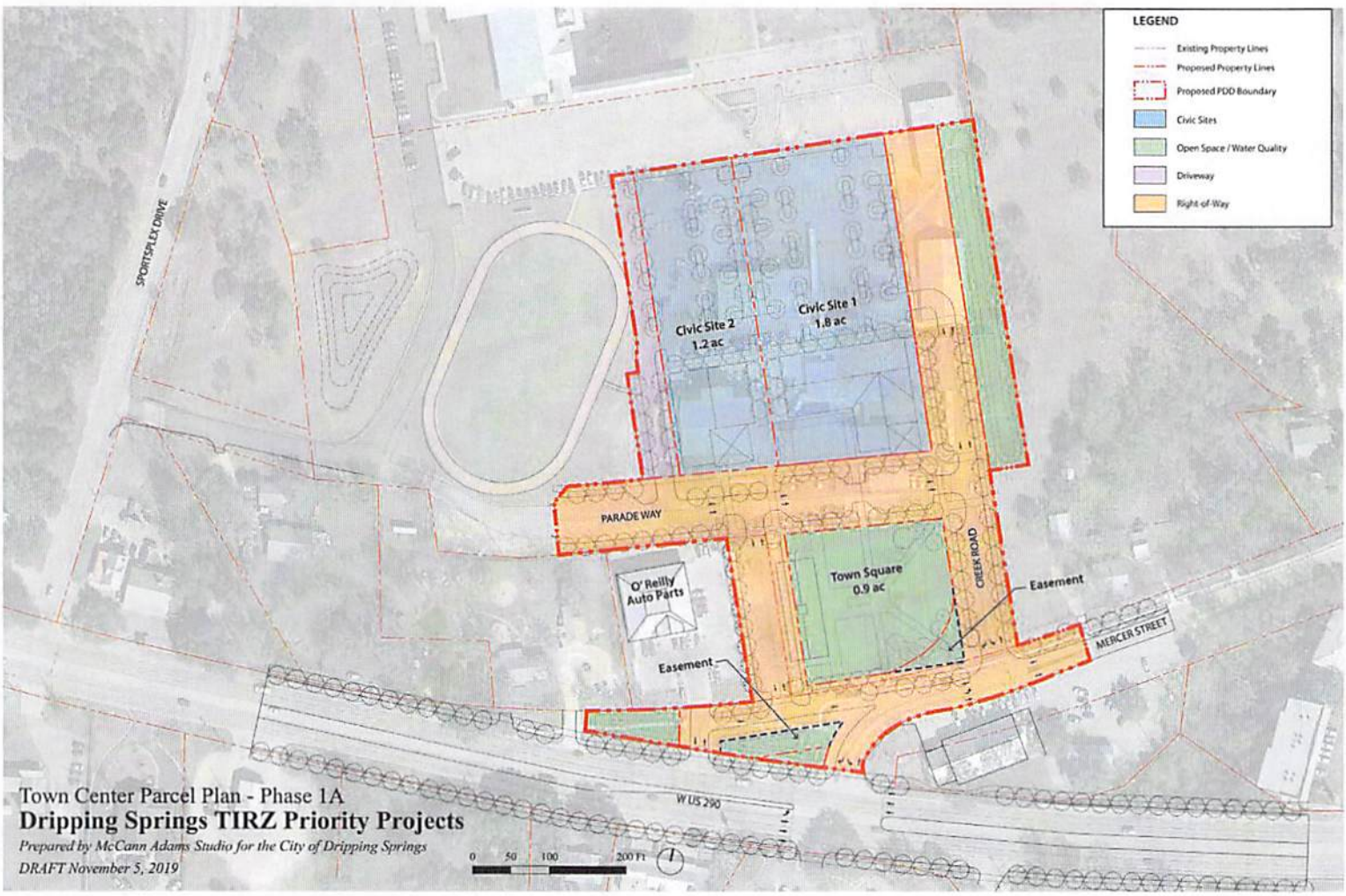
Attest:

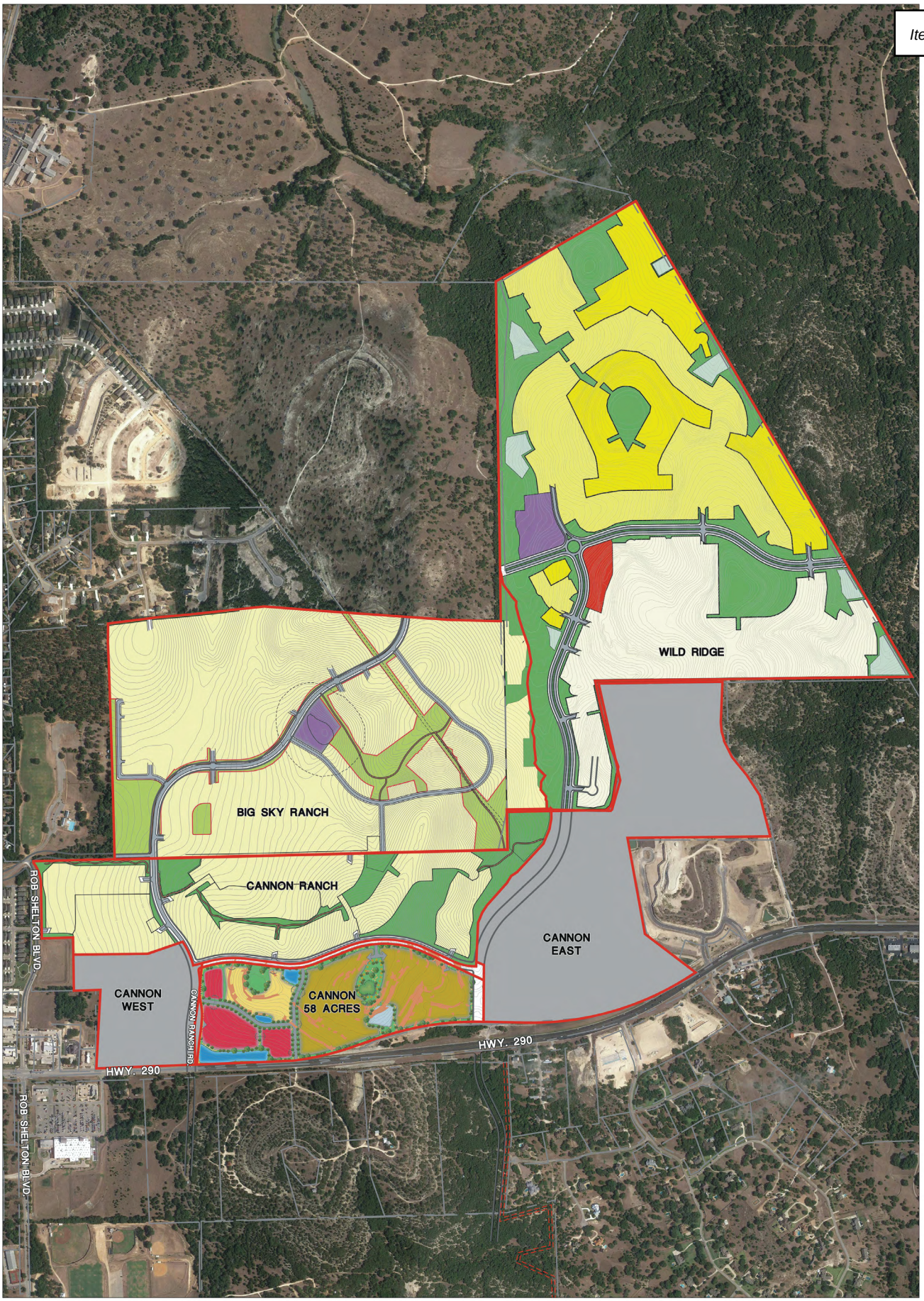
_____

Elaine Cardenas, Hays County Clerk

Exhibit "A"

Town Center Plan
"Civic Site 2"





North

0 400' 800' 1,200'

Scale: 1" = 400'

Date: October 21, 2020

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
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CANNON RANCH ASSEMBLAGE

CANNON RANCH

DRIPPING SPRINGS, TEXAS

SHEET FILE: V:\200120-RUE\Cadfiles\PLANNING\Exhibits\Assemblage Exhibit.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.