



Founders Day Committee Regular Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Monday, August 24, 2026, at 6:30 PM

AGENDA

CALL TO ORDER AND ROLL CALL

Committee Members

Jeff Shindler, Chair
Clinton Holtzendorf, Vice Chair
Susan Warwick, Secretary
Scott Berry
David Inman
Justin Cornett
Sirena Cumberland
Lisa Garza
Sharon Goss
Mark Handley
Scott Phillips
Kimberley Rutherford
Jordan Searle
Eric Strang
Thomas Toms
Michael Ward

Staff, Consultants, & Appointed/Elected Officials

Community Events Coordinator Johnna Krantz
Parks and Community Services Assistant Director Emily Nelson
Content Marketing Specialist Stephanie Hartnett
Emergency Preparedness and Homeland Security Director Roman Baligad
City Attorney Aniz Alani
Maintenance Director Riley Sublett
Council Member Sherrie Parks
Council Member Taline Manassian

MINUTES

- 1. Minutes Report July 13, 2026 Regular Meeting**
Susan Warwick, Secretary

Report is for update purposes only and no action shall be taken.

DEPARTMENT REPORTS

- 2. Review of property use agreement details in place for the Founders Day Festival.**

Presented by City Attorney Aniz Alani

- 3. Consideration and possible action regarding a form Event Services Agreement and proposed standalone request-for-proposals templates for recurring City-sponsored event goods and services.**

Presented by City Attorney Aniz Alani

- 4. Presentation on purchasing process for equipment and services to support the festival, sorted by price of goods.**

Community Events Coordinator

Assistant Director of Parks & Community Services

- 5. Community Events Coordinator Report**

Johnna Krantz, Community Events Coordinator

BUSINESS AGENDA

- 6. Review, discussion, and possible action on a recommendation to the City Council regarding an ordinance establishing the Founders Day Festival Official Participant Expression Ordinance.**
- 7. Discussion and possible action on a draft policy establishing subcommittee and deputy members to the Founders Day Committee.**
- 8. Discussion and possible action on stationary parade logistics and other possible Friday evening attractions at the 2027 Founders Day Festival.**

COMMITTEE REPORTS

Reports are for purposes of planning and providing staff direction for activities related to the Founders Day Event, and no action shall be taken.

- 9. Arts & Crafts Committee**

*Members: **Handley**, Borges, Strang (St. Martin de Porres Reps)*

Staff: Community Events Coordinator Johnna Krantz

- 10. Budget Committee**

*Members: **Garza***

Staff: Finance Director Shawn Cox, Community Events Coordinator Johnna Krantz

- 11. Carnival & Food Committee**

*Members: **Goss**, Phillips, Warwick (Lions Club Reps)*

- 12. Cook-Off Committee**

*Members: **Toms**, Garza, Cornett (Cook-Off Club Reps)*

13. **Downtown Relations Committee**
Members: Searle, Holtzendorf
14. **DSISD Committee**
Members: Cumberland, Berry (alternate)
15. **Entertainment Committee**
Members: Cornett, Holtzendorf
Staff: Community Events Coordinator Johnna Krantz
16. **Parade Committee**
Members: Rutherford and Holtzendorf
Staff: Community Events Coordinator Johnna Krantz
17. **Traffic & Parking Committee**
Members: Borges, Holtzendorf, and Toms
Staff: City Maintenance Director Riley Sublett, and Community Events Coordinator Johnna Krantz
18. **Publicity Committee**
Members: Ward, Cornett
Staff: Content Marketing Specialist Stephanie Hartnett
19. **Safety & Security Committee**
Members: Strang, Shindler, Handley
Staff: Emergency Management Coordinator Roman Baligad, and City Maintenance Director Riley Sublett
20. **Sanitation Committee**
Members: Phillips, Shindler, and Holtzendorf
Staff: City Maintenance Director Riley Sublett
21. **Site Plan Committee**
Members: Shindler and Handley
Staff: City Maintenance Director Riley Sublett, and Community Events Coordinator Johnna Krantz
22. **Sponsorship Committee**
Members: Ward, Cornett, and Garza
Staff: City Attorney Aniz Alani, and Community Events Coordinator Johnna Krantz
23. **Volunteer Committee**
Members: Rutherford
Staff: Parks Maintenance Manager Patrick Baglietto, and Community Events Coordinator Johnna Krantz
24. **Member Wellness Committee**
New Committee. Members: to be assigned at 8/24 meeting.

UPCOMING MEETINGS

Founders Day Commission Meetings

September 14, 2026, at 6:30 p.m.

October 26, 2026, at 6:30 p.m.

November 9, 2026, at 6:30 p.m.

December 14, 2026, at 6:30 p.m.

City Council Meetings

September 1, 2026, at 6:00 p.m.

September 15, 2026, at 6:00 p.m.

October 6, 2026, at 6:00 p.m.

October 20, 2026, at 6:00 p.m.

November 3, 2026, at 6:00 p.m.

ADJOURN

City Attorney Aniz
Alani



Founders Day Committee Regular Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Monday, July 13, 2026, at 6:30 PM

MINUTES

CALL TO ORDER AND ROLL CALL

Deputy City Secretary Coleman swore in current Founders Day Committee members Jeff Shindler and Michael Ward who were re-appointed for another term, and also swore in new Committee member David Inman.

With a quorum of 10 Committee members present (8 required), Chair Shindler called the meeting to order at 6:41 pm.

Committee Members present

Jeff Shindler, Chair
Clinton Holtzendorf, Vice Chair
Susan Warwick, Secretary
Justin Cornett
Lisa Garza
Sharon Goss
Mark Handley
David Inman
Scott Phillips
Michael Ward

Committee Members absent

Scott Berry
Sirena Cumberland
Kimberley Rutherford
Jordan Searle
Eric Strang
Thomas Toms

Staff, Consultants, & Appointed/Elected Officials

Parks and Community Services Assistant Director Emily Nelson
Content Marketing Specialist Stephanie Hartnett
City Attorney Aniz Alani

MINUTES

1. Minutes Report June 8, 2026 Regular Meeting

Susan Warwick, Secretary

Report is for update purposes only and no action shall be taken.

DEPARTMENT REPORTS

2. FY26 Sponsorship & Income Status Report.

Community Events Coordinator Johnna Krantz.

3. Status Report and discussion with the City Attorney for recurring agreements that may or may not need to be updated for the 2027 Founders Day Festival.

City Attorney Aniz Alani

City Attorney Alani shared which recurring agreements are current and which need to be updated. He also explained if the Committee wants recurring agreements with vendors, we should request bids. Assistant Director Nelson explained the request for bids should include 50% for low cost value and the other 50% would include our criteria for best value.

BUSINESS AGENDA

4. Discussion and possible action on the appointment of a committee Vice Chair for 2027.

A motion was made by Committee Member Handley that Vice Chair Holtzendorf continue to serve as Vice Chair of the Founders Day Committee. Committee Member Phillips seconded the motion which carried unanimously 9 to 0.

5. Discussion and possible action on member assignments to the various Founders Day Committee subcommittees necessary to plan, coordinate, and execute the Founders Day Festival.

The Committee plans to re-organize and re-assign the various Founders Day Committee subcommittees at the August meeting. The hope is that each committee member will chair only one subcommittee. An additional subcommittee will be added to take care of committee members during the event, assuring each member is hydrating, eating, taking breaks, etc.

6. Discussion and possible action on the creation of a non-voting "deputy" member level to expand the Founders Day Committee.

We hope to create the position of (non-voting) Deputy member of FDC, each of whom will work with the chair of his chosen subcommittee. We will need to outline expectations and boundaries for the deputies. Each chair can determine the number of deputies needed for each subcommittee. FDC is planning to have a Deputy Volunteer Fair in September.

7. Discussion and possible action on a policy recommendation for the participation of political groups and candidates in festival activities, including booths and parade.

A motion was made by Committee Member Cornett to exclude all political organizations and campaigning by candidates from the Founders Day Festival Parade and all festival booths. Committee Member Goss seconded the motion which carried unanimously 9 to 0. City Attorney Alani will draft the proposal to present to City Council. We will need the approval of City Council.

8. Discussion and possible action on alternative parade operations and possible alternative Friday evening attractions at the 2027 Founders Day Festival.

The parade will have to be different during the next two years during the construction on Old Fitzhugh Road. We tried a walking parade last year and were not pleased with the results. This year we are hoping to have stationary floats and displays parked on Mercer Street. The parade watchers will walk among the floats (where candy can be handed out) instead of the parade traveling through the observers. We are also hoping the DSHS marching band, Hi-Steppers, and cheerleaders will hold a pep rally at the City Hall to kick off the event and then lead the crowd as they march up Mercer to the floats. The logistics and timing for getting the floats in and out will need to be worked out. We are brainstorming possible activities, such as armadillo races, community talent show, chicken poop bingo, for the Nesthaven Stage area on Friday night, while the band and street dance will be at the Main Stage area. The carnival would be allowed to be up and running during the Friday festivities.

9. Discussion and possible action on equipment and services to be included when drafting a Request For Bids Package(s) to support the 2027 Founders Day Festival planning process.

Discussed in Department Reports Item #3. Further discussion included further time and effort to be expended to request bids, that the Request for Bids is time-sensitive and the process must be started within the next month, the fact that the price of a service is not always the best reason to choose a vendor, the fact that every dollar the FDC raises with sponsorships is spent on the festival, that no city dollars are spent, that the FDC appreciates the city employees' assistance, time, and effort in putting on the event, and the option to create a 501C(3). Assistant Director Nelson stressed that because the Founders Day Festival is a city of Dripping Springs event, the FDC needs to do due diligence in obtaining 3 bids for budget items and to be transparent in our dealings. City Attorney Alani will bring some drafts of Requests for Bids to our next meeting. No action taken.

COMMITTEE REPORTS

NO COMMITTEE REPORTS WERE GIVEN

Reports are for purposes of planning and providing staff direction for activities related to the Founders Day Event, and no action shall be taken.

10. Arts & Crafts Committee

*Members: **Handley**, Inman, Strang (St. Martin de Porres Reps)*

Staff: Community Events Coordinator Johnna Krantz

11. **Budget Committee**
Members: Garza
Staff: Finance Director Shawn Cox, Community Events Coordinator Johnna Krantz
12. **Carnival & Food Committee**
Members: Goss, Phillips, Warwick (Lions Club Reps)
13. **Cook-Off Committee**
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22. **Site Plan Committee**
Members: Shindler and Handley
Staff: City Maintenance Director Riley Sublett, and Community Events Coordinator Johnna Krantz
23. **Sponsorship Committee**
Members: Ward, Cornett, and Garza
Staff: City Attorney Aniz Alani, and Community Events Coordinator Johnna Krantz

24. Volunteer Committee*Members: Rutherford**Staff: Parks Maintenance Manager Patrick Baglietto, and Community Events Coordinator Johnna Krantz***UPCOMING MEETINGS****Founders Day Commission Meetings**

August 24, 2026, at 6:30 p.m.

September 14, 2026, at 6:30 p.m.

October 26, 2026, at 6:30 p.m.

November 9, 2026, at 6:30 p.m.

City Council Meetings

July 21, 2026, at 6:00 p.m.

August 4, 2026, at 6:00 p.m.

August 18, 2026, at 6:00 p.m.

September 1, 2026, at 6:00 p.m.

September 15, 2026, at 6:00 p.m.

ADJOURN

A motion was made by Vice Chair Holtzendorf to adjourn the meeting. Committee Member Handley seconded the motion which carried unanimously 9 to 0.

This regular meeting of the Founders Day Committee was adjourned at 8:27 pm.

Susan Warwick*Susan Warwick, Founders Day Committee Secretary*



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

Submitted By: Aniz Alani, City Attorney

Committee Meeting Date: August 24, 2026

Agenda Item Wording: Review of property use agreement details in place for the Founders Day Festival.

Purpose: This report summarizes the status of the agreements currently identified as affecting the City's use of private property, public facilities, and state right-of-way for the Founders Day Festival. It also identifies the actions needed to secure continued property and access rights for the 2027 Festival.

Executive Summary The City has several important property and access arrangements in place. The principal agreements for the **Roxie's LLC** and **Wells Fargo** parking lots will expire before the anticipated 2027 Festival and should be treated as requiring new agreements before operational planning relies on them.

The **2025 Rambo Lodge No. 426 Easement Purchase Agreement**, however, separately grants the City use of the Rambo Lodge parking lot for one weekend each April for the Founders Day Festival during a five-year period, subject to notice, maintenance, and damage-repair requirements.

The agreement with **Springs Provision Plaza Condominium Association** is continuing and broadly covers qualifying City-sponsored events, including Founders Day, subject to advance communication, insurance, cleanup, and sponsorship or reimbursement obligations.

The **TxDOT multi-year highway-closure agreement** may remain within its five-year maximum duration, but its exhibits describe the 2025 event and closure schedule; staff should coordinate with TxDOT and obtain any annual approval or written amendment required for the 2027 dates and traffic-control plan.

Current Agreement Status

1. *Roxie's LLC: 299 Mercer Street Parking Lot*

The 2026 Parking Lot Use Agreement permits Festival access from **8:00 a.m. on April 23, 2026 through 12:00 p.m. on April 27, 2026**. Its one-year term began in January 2026, and it contains no automatic-renewal provision. Accordingly, it does not provide property rights for the 2027 Festival.

A new agreement will be required if the City intends to continue using this parking lot. The new agreement should include the actual 2027 access window, including setup and post-event cleanup, and should update the exhibit depicting the areas reserved for Festival use.

2. Rambo Lodge No. 426 — 103 Old Fitzhugh Road Parking Lot

The Easement Purchase Agreement between Rambo Lodge No. 426 and the City independently grants the City use of the Rambo Lodge parking lot, when it is not under construction, for the next five years, including one weekend in April for the Founders Day Festival. The agreement became effective upon the last party's signature; the materials show Rambo Lodge execution on October 23, 2025. The City therefore has a contractual basis to use the parking lot for the 2027 Festival without a new annual parking-lot agreement, subject to the easement purchase agreement's conditions.

Staff should provide Rambo Lodge written notice of the selected 2027 dates at least **90 days in advance**, particularly if the dates vary from the contemplated April weekend.

During use, the City must maintain the parking lot, avoid causing damage, and repair any damage caused by the City. Staff should also verify that construction will not interfere with the planned use and should document the specific access, setup, Festival, and cleanup times in the notice.

The easement purchase agreement should be calendared through October 2030, with replacement or extension discussions beginning well before the five-year period expires.

3. Wells Fargo: Approximately 401 Mercer Street Parking Lot

The November 2023 Liability and Maintenance Agreement has a one-year initial term with two additional one-year renewal periods and is listed in the agreement inventory as continuing through **November 15, 2026**. It therefore will not remain in effect for the 2027 Festival. The property-use clause also identifies only the 2024 Festival dates. A new agreement will be required for 2027 if this parking lot remains part of the Festival plan.

4. Springs Provision Plaza Condominium Association: 296 and 300 Mercer Street Parking Lot

This agreement was fully executed in 2025 and continues until either party terminates it on 60 days' written notice or the parties terminate by mutual written consent. It authorizes parking-lot use for qualifying City-sponsored events involving at least 500 persons within the Mercer Street Historic District or involving an authorized closure of Mercer Street in front of the premises. Founders Day falls within that framework.

For each event, the City must provide timely and proactive notice to the association's board regarding the planned dates and access times. Beginning October 1, 2026, the association may elect either event sponsorship benefits or reimbursement of property-insurance costs up to **\$1,500 per year**. Staff should obtain the association's written election, budget for any reimbursement, provide event notice, maintain the required liability coverage, and document the parking area and operational plan for 2027.

5. Texas Department of Transportation: U.S. Highway 290 Temporary Closure

The TxDOT agreement became effective upon final State execution on February 11, 2025 and has a maximum duration of five years unless earlier terminated or modified. The agreement will therefore remain effective for the 2027 Festival barring early termination.

Staff should contact TxDOT early to determine the required submission for the 2027 closure; provide updated event descriptions, maps, traffic-control and enforcement plans; obtain law-enforcement review; provide required insurance documentation; and secure any written amendment or approval required before advertising or implementing the closure.



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

Submitted By: Aniz Alani, City Attorney

Committee Meeting Date: August 24, 2026

Agenda Item Wording: Consideration and possible action regarding a form Event Services Agreement and proposed standalone request-for-proposals templates for recurring City-sponsored event goods and services.

Summary/Background: At the prior Founders Day Committee discussion, the Committee expressed interest in documenting market pricing and following the City's procurement practices while preserving the operational reliability needed for a short, high-impact public event. Committee members emphasized that the issue is not resistance to a competitive process; it is the need to avoid a last-minute selection of a provider who cannot safely, timely, or reliably perform the required services.

The Committee also discussed the value of publishing particular opportunities early; using clear, specific scopes; involving appropriate event representatives in evaluation; documenting why a selected provider represents best value; and retaining the ability to cancel a solicitation when an acceptable award is not available. The Committee identified recurring categories such as sanitation, tents/fencing, traffic-control equipment, transportation, security, and other event-support services as appropriate candidates for tailored forms.

The current purchasing policy provides for best-value procurement, requires stated evaluation criteria and weights for formal solicitations, and recognizes vendor reliability and other published factors in addition to price. The policy also requires written agreements for services and supplies requiring maintenance, training, or delivery.

Proposed Forms

1. Event Services Agreement

The proposed agreement is a five-year, nonexclusive form that may be used for City-sponsored events. Founders Day Festival and Christmas on Mercer are anticipated annual examples, but the form may also be used for other City-sponsored events.

The agreement does not require the City to purchase any minimum amount, does not reserve a vendor's capacity before an order is issued, and does not

create an exclusive right for any contractor. The City would issue event-specific written orders identifying the event, dates, location, goods/services, quantities, notice category, pricing source, and special requirements.

The agreement also includes City-protective provisions addressing insurance, contractor indemnity, compliance with law, subcontracting, written changes, invoices and payment, inspection and cure rights, suspension and termination, Texas law, Hays County venue, governmental immunity, and rejection of inconsistent vendor terms.

2. Standalone RFP Templates

Staff has prepared sample separate RFP forms for the following categories:

1. Temporary event infrastructure and rentals;
2. Sanitation, restrooms, and cleanup services;
3. Traffic control and event-site safety equipment;
4. Event production services;
5. Shuttle and charter transportation services;
6. Private event-security staffing services;
7. Temporary power and generator services;
8. Water truck and potable-water support services;
9. Family entertainment and staffed attractions;
10. Event technology and site-security equipment;
11. Event merchandise, printing, and online-store services;
12. VIP hospitality and bartending services; and
13. Supplemental event-equipment rental services.

Each template is a complete, separately issued solicitation. Each includes a notice, proposal instructions, evaluation criteria, scope, notice-tier pricing requirements, capacity-information request, City award rights, and a placeholder for the form of agreement and insurance requirements.

Implementation and Next Steps

If approved, staff will work with Committee Chairs to select and adapt the templates after confirming the applicable budget, procurement method, required approvals, insurance requirements, current certifications/disclosures, and event-specific scope. The City should issue each solicitation early enough

to allow evaluation, negotiation, contracting, and contingency planning before the relevant event.

Discussion

Capacity and Pricing Approach

The forms distinguish between information the City needs to evaluate a respondent and a pre-award reservation of capacity:

- Respondents describe their available personnel, equipment, inventory, fleet, subcontractor resources, and operational capability. This information allows the City to evaluate whether a provider can perform the applicable scope.
- The City does not ask respondents to reserve or commit a stated capacity merely by responding to the solicitation.
- The City makes no minimum purchase or annual event commitment.
- After award, a contractor must furnish the goods and services ordered by the City when the City gives at least 30 days' notice, subject to force majeure and City-approved modifications.
- Orders with fewer than 30 days' notice are on-call orders. The contractor must respond promptly but is required to perform only if it confirms availability in writing.

The pricing forms require one pricing structure for all City-sponsored events. Respondents may either provide unit rates for 120+ days, 90–119 days, 30–89 days, and on-call orders, or attach their own current price sheet or published price list and identify the applicable unit rate or discount for each notice category.

Why the Templates Do Not Force an Unsuitable Award

The proposed forms are designed to address the Committee's concern that a lower-priced but unqualified or unreliable respondent could be forced upon the event operation. They do not create that result.

1. Selection Is Based on Published Best-Value Criteria, Not Price Alone

Each RFP assigns 50 points to price and overall value. The remaining 50 points evaluate the qualifications that matter to successful event performance, including comparable experience, key personnel, equipment and staffing resources, safety and operational approach, references, past performance, responsiveness, and service-specific requirements. For example, a traffic-control provider may be evaluated on comparable public-event operations and safety response, while a production provider may be evaluated on technical planning, equipment, personnel, and contingency capability.

A lower price therefore does not overcome material shortcomings in qualifications, reliability, safety, references, or event-specific operational ability.

2. The Scope and Evaluation Criteria Are Tailored Before Issuance

The Committee and staff may identify the actual needs, non-starters, and meaningful qualifications for a particular procurement before the RFP is issued. The solicitation can require relevant event experience, specific licenses, insurance, equipment, technical qualifications, response procedures, and references. The City may evaluate only against the criteria disclosed in the issued RFP, so the critical operational requirements must be stated up front.

3. The City May Reject All Responses or Cancel a Solicitation

The forms expressly reserve the City's right to reject any or all proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards where appropriate, or cancel the solicitation. Thus, the City is not required to award a contract simply because one or more proposals are received.

This safeguard should be exercised in good faith and consistently with applicable procurement requirements. It is not intended to support bid shopping or an undisclosed preference; rather, it preserves the City's ability to decline an award when no proposal meets the City's published requirements or serves the City's best interest.

4. Multiple Awards and Category Awards Are Available

Where appropriate, the City may make multiple awards or award separate components of a category. This allows the City to obtain a particular item or service from a qualified respondent without requiring one company to provide every item in a broad operational category.

Attachments:

Proposed Event Services Agreement form

Proposed standalone RFP templates

EVENT SERVICES AGREEMENT

This **Event Services Agreement** (the “**Agreement**”) is entered into effective as of _____, (the “**Effective Date**”) by and between the **City of Dripping Springs**, a Texas general law municipality (the “**City**”), and **[Contractor Legal Name]**, a **[entity type / individual]** (the “**Contractor**”). The City and Seller may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

1. ENGAGEMENT; SCOPE; AND TERM

- 1.1 The City engages Contractor to provide the goods and services described in Attachment A — Scope of Services, Schedule, and Pricing (the Services), and Contractor accepts that engagement subject to this Agreement.
- 1.2 Contractor shall furnish all personnel, supervision, equipment, materials, supplies, transportation, delivery, setup, operations, cleanup, removal, permits, and incidentals necessary for complete, safe, timely, and professional performance of the Services, except items expressly assigned to the City in Attachment A.
- 1.3 The term begins on the Effective Date and continues for five (5) years, ending on the fifth anniversary of the Effective Date (the **Contract Term**), unless earlier terminated under this Agreement. The Contract Term is subject to available appropriations and all required City approvals. No renewal is effective unless approved by a written amendment signed by the Parties as required by law and City policy.
- 1.4 During the Contract Term, the City may, at its option, obtain Services for City-sponsored events. The City reasonably expects annual Founders Day Festival and Christmas on Mercer events to occur during the Contract Term; those events are examples only and do not limit the City’s right to obtain Services for any other City-sponsored event. The City is not required to obtain Services for any event in any year.
- 1.5 The City shall request Services through a written Event Service Order signed by an authorized City representative. Each Event Service Order shall identify, as applicable: the event; service dates and hours; sites and access windows; required Goods or Services; quantities; the applicable notice category; the applicable uniform rate-card pricing or vendor price-sheet/list pricing and notice-tier discount; special performance requirements; and City and Contractor points of contact. An Event Service Order may be issued for all or part of the Services and may be amended only in writing by an authorized City representative.

- 1.6 **Uniform Pricing; Vendor Price Sheets.** Contractor shall provide the same rate for the same Good or Service whether ordered for Founders Day Festival or Christmas on Mercer. Contractor may submit either: (a) a rate card that identifies the unit rate applicable to each notice category; or (b) Contractor's own current price sheet or published price list, provided that Contractor identifies the applicable unit rate or percentage/other discount from that price sheet or list for each notice category. Contractor may charge only rates, discounts, and objectively defined supplemental charges expressly stated in Attachment A or in the accepted vendor price sheet/list, such as approved after-hours labor, delivery-zone charges, minimum-shift charges, or event-management charges.
- 1.7 **Notice Categories.** The City may issue an Event Service Order under one of the following notice categories: (a) Planned Event Order—at least 120 days before the first service date; (b) Standard Event Order—90 to 119 days before the first service date; (c) Expedited Event Order—30 to 89 days before the first service date; or (d) On-Call Order—fewer than 30 days before the first service date.
- 1.8 **Performance Obligation for Timely Orders.** For a Planned Event Order, Standard Event Order, or Expedited Event Order, Contractor shall furnish all Goods and Services ordered by the City in accordance with this Agreement, the applicable Event Service Order, and the accepted pricing. Contractor shall not decline, reduce, substitute, or delay those Goods or Services except with the City's prior written approval or due to Force Majeure. Contractor is not required to reserve or commit a specified capacity before receipt of an Event Service Order.
- 1.9 **On-Call Orders.** For an On-Call Order, Contractor shall promptly advise the City whether the requested Goods or Services are available. Contractor is not obligated to perform an On-Call Order unless Contractor accepts the order in writing. If accepted, the applicable On-Call rate applies.
- 1.10 This Agreement is nonexclusive and does not guarantee Contractor any minimum amount, volume, frequency, annual event assignment, or value of Services. The City may procure similar services from others, self-perform, or elect not to purchase Services. The City's decision not to issue an Event Service Order for a particular event or year is not a breach, waiver, termination, or representation that the City will order Services in a later year.

2. STANDARD OF PERFORMANCE; PERSONNEL; AND SAFETY

- 2.1 Contractor shall perform the Services in a timely, courteous, professional, safe, and workmanlike manner, consistent with applicable law, applicable industry standards, the solicitation documents, City event rules, and reasonable City directions.
- 2.2 Contractor represents that it has and will maintain the skill, experience, personnel, licenses, equipment, financial capacity, and resources necessary to perform the Services. Contractor shall provide the key personnel and staffing levels proposed in its response or otherwise approved by the City. Contractor shall not substitute key personnel or materially reduce staffing without the City's prior written approval.

- 2.3 Contractor is solely responsible for the acts and omissions of its employees, agents, subcontractors, suppliers, and anyone for whom Contractor is responsible. Contractor may not subcontract a material portion of the Services without the City's prior written consent.
- 2.4 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, permits, and safety requirements. Contractor shall comply with site-access instructions, load-in/load-out schedules, traffic-control restrictions, and event rules. Contractor shall immediately notify the City of any unsafe condition, material service interruption, incident, claim, damage, or circumstance likely to impair timely performance.

3. COMPENSATION; INVOICING; AND CHANGES

- 3.1 As full compensation for Services expressly authorized in an Event Service Order, the City shall pay Contractor in accordance with Attachment A, the accepted rate card or vendor price sheet/list, and the applicable Event Service Order. Contractor's compensation includes all costs necessary to perform the Services unless Attachment A or the applicable Event Service Order expressly identifies an approved reimbursable cost.
- 3.2 Contractor shall submit a complete, accurate, itemized invoice after satisfactory performance or at the intervals stated in Attachment A. The City may reject an incomplete, inaccurate, unsupported, or noncompliant invoice. Payment is subject to the City's receipt and approval of a proper invoice and applicable law.
- 3.3 The City is exempt from sales and use taxes to the extent provided by law. Contractor shall not invoice the City for exempt taxes.
- 3.4 No change to the scope, price, schedule, personnel, or other Agreement term is valid or payable unless authorized in a written amendment, change order, or Event Service Order amendment signed by an authorized City representative. Contractor shall not perform extra work in reliance on oral direction, an invoice, a quote, a vendor form, or a communication from a person without authority to bind the City.
- 3.5 City payment or use of any Services does not constitute acceptance of nonconforming performance or waiver of any City right or remedy.

4. INSURANCE; INDEMNITY; AND RISK

- 4.1 Contractor shall maintain the insurance required by **Attachment B — City Insurance Requirements**, throughout the Agreement term and any period when Contractor is performing Services. Contractor shall furnish certificates and endorsements acceptable to the City before beginning performance and upon renewal of coverage.

- 4.2 To the fullest extent permitted by Texas law, Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees, agents, volunteers, attorneys, and representatives from and against claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney's fees and defense costs, to the extent arising out of or resulting from Contractor's negligence, recklessness, willful misconduct, violation of law, breach of this Agreement, or acts or omissions of Contractor or anyone for whom Contractor is responsible. Nothing in this Agreement requires the City to indemnify Contractor or waives any immunity, defense, or limitation of liability available to the City.
- 4.3 Contractor is responsible for loss of or damage to City property caused by Contractor or anyone for whom Contractor is responsible. Contractor shall promptly repair the damage or reimburse the City for reasonable repair or replacement costs.

5. CITY RIGHTS; SUSPENSION; AND TERMINATION

- 5.1 The City may monitor Services, inspect equipment and work areas, reject nonconforming Services, require cure when feasible, withhold payment for nonconforming or unperformed Services, and obtain replacement services at Contractor's expense to the extent permitted by law and this Agreement.
- 5.2 The City may suspend all or part of the Services by written notice. Contractor shall promptly protect and secure affected work, equipment, and materials. Any adjustment resulting from a City-directed suspension must be authorized in a written amendment.
- 5.3 The City may terminate this Agreement for cause if Contractor materially breaches the Agreement, fails to timely or safely perform, fails to maintain required insurance or licensing, makes a material misrepresentation, or fails to cure a breach after written notice when cure is feasible. The City may also terminate for convenience by written notice. Upon termination, Contractor shall stop Services as directed, protect City property, provide work product and records requested by the City, and submit a final invoice only for Services satisfactorily performed through the termination date.
- 5.4 Contractor's rights and remedies are limited to those expressly stated in this Agreement and applicable law. Contractor shall not be entitled to lost profits, consequential damages, or anticipated unperformed work.

6. CONTRACT DOCUMENTS; MUNICIPAL REQUIREMENTS; AND GENERAL TERMS

- 6.1 The Contract Documents consist of this Agreement; Attachment A; Attachment B; the City's solicitation and all written addenda; Contractor's response and pricing to the extent accepted by the City; required disclosures and certifications; and written amendments, change orders, and task orders. In the event of a conflict, the following order of precedence applies:
1. Written amendments, change orders, and task orders;
 2. This Agreement;

3. Attachment A and Attachment B;
 4. Written addenda;
 5. The City's solicitation; and
 6. Contractor's response and pricing, but only to the extent accepted by the City and not inconsistent with higher-precedence documents.
- 6.2 The City rejects any term in Contractor's quote, invoice, purchase order, work order, delivery ticket, online term, click-through term, or other Contractor document that changes this Agreement; limits Contractor's obligations; imposes City indemnity; waives immunity; changes governing law or venue; requires arbitration or mandatory mediation; modifies payment obligations; or is otherwise inconsistent with or less favorable to the City than the Contract Documents.
- 6.3 Contractor shall timely provide all disclosures, certifications, questionnaires, and filings required by applicable law, City policy, or the solicitation, including conflict-of-interest disclosures and a Certificate of Interested Parties when applicable. Contractor represents that its response was genuine and not collusive and that it did not collude, conspire, or agree with another person to manipulate competition or obtain an improper advantage.
- 6.4 Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of the City. Contractor is solely responsible for its employees, payroll, taxes, benefits, workers' compensation, and operating methods.
- 6.5 Contractor shall retain records relating to Services, pricing, invoices, and performance for the period required by law or stated in the Contract Documents, and shall make those records available for City inspection or audit as permitted by law.
- 6.6 Neither Party is liable for delay caused by an event beyond its reasonable control and without its fault or negligence, including severe weather, fire, flood, or governmental order. Contractor shall use reasonable efforts to mitigate delay and promptly notify the City. The City may revise, postpone, relocate, or cancel an event by written direction; any resulting adjustment is limited to the adjustment expressly authorized by a written amendment.
- 6.7 Contractor may not assign this Agreement or any right to payment without the City's prior written consent. An attempted assignment without consent is void.
- 6.8 Notices must be in writing and delivered by hand, nationally recognized overnight courier, certified mail, or confirmed email to the contacts below or to a replacement contact designated by written notice.

To the City:

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

To Contractor:

[Contractor Legal Name]
Attn: [Name/Title]
[Address]
[City, State, ZIP]
Email:

- 6.9 Texas law governs this Agreement. Mandatory and exclusive venue for any suit, claim, or proceeding arising from or relating to this Agreement lies in a court of competent jurisdiction in Hays County, Texas.
- 6.10 This Agreement does not waive governmental immunity, official immunity, or any other City defense, limitation, or protection. The City's rights and remedies are cumulative. A waiver is effective only if in writing and signed by the City official authorized to grant it.
- 6.11 This Agreement contains the entire agreement between the Parties concerning its subject matter and may be amended only by a written instrument approved and signed by the Parties as required by law and City policy. If a provision is invalid or unenforceable, the remaining provisions remain effective.
- 6.12 This Agreement may be executed in counterparts and by electronic signature. Each person signing represents that the person has authority to bind the Party for whom the person signs.

CITY OF DRIPPING SPRINGS

[CONTRACTOR LEGAL NAME]

**ATTACHMENT A
SCOPE OF SERVICES, SCHEDULE, AND PRICING**

- A.1 Procurement Category:** [Insert]
- A.2 Authorized Annual Events:** [Founders Day Festival / Christmas on Mercer / other City-sponsored event if authorized]
- A.3 Contract Term:** Five (5) years from the Effective Date
- A.4 Event Service Order:** Required before performance for each event
- A.5 Applicable Notice Category:** [120+ days / 90–119 days / 30–89 days / on-call under 30 days]
- A.6 Pricing Source:** [Accepted rate card / accepted vendor price sheet or published price list and applicable discount]

Service / Item	Unit	Quantity or Schedule	Unit Price	Extended Price
[Insert]	[Insert]	[Insert]	\$	\$

- A.7 Special Performance Requirements:** [Insert]
- A.8 City Designated Contact:** [Insert]
- A.9 Contractor On-Site Contact:** [Insert]

**ATTACHMENT B
CITY INSURANCE REQUIREMENTS**

[Attach the City's current contractor insurance requirements, including applicable additional-insured, waiver-of-subrogation, primary/noncontributory, automobile, workers' compensation, professional liability, security, transportation, or other category-specific requirements.]

**CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS
EVENT MERCHANDISE, PRINTING, AND ONLINE STORE SERVICES
NOTICE TO VENDORS**

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents to furnish event-merchandise, printing, and online-store services for City-sponsored events. This is a separately issued procurement.

The resulting agreement will have a five-year term and may be used for City-sponsored events. The City reasonably expects Founders Day Festival and Christmas on Mercer to occur each year during the term, but the agreement may also be used for other City-sponsored events.

The agreement will be nonexclusive. The City makes no minimum purchase, volume, frequency, or annual event assignment.

The scope may include design adaptation of City-provided artwork, online storefront hosting/management, pre-printed merchandise, live on-site printing, booth staffing, inventory, fulfillment, sales reconciliation, and optional revenue-share or fee arrangements stated in the solicitation.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit a signed proposal form; three comparable-event or retail references; design, storefront, production, inventory, fulfillment, on-site staffing, reconciliation, and operational capacity information; proposed revenue-share/fee structure if applicable; insurance; City certifications/disclosures; non-collusion affidavit; and addenda acknowledgment. Capacity information is evaluative only; the City is not asking respondents to reserve capacity.

Use one pricing structure for all City-sponsored events. Respondent may complete this table or attach a current price sheet/published list identifying the unit rate or discount for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On-Call: <30 Days
Design adaptation	Per design/hour	\$	\$	\$	\$
Online storefront	Per event/month	\$	\$	\$	\$
Pre-printed merchandise	Per unit	\$	\$	\$	\$
Live on-site printing	Per event/day	\$	\$	\$	\$
Booth staffing	Per hour	\$	\$	\$	\$
Sales reconciliation	Per event	\$	\$	\$	\$

The capacity description is evaluative only. City orders made 30 or more days before first service must be performed; on-call orders require written vendor acceptance.

Criterion	Points
Price, revenue terms, and overall value	50
Comparable merchandise, printing, and online-store experience	15
Production, fulfillment, staffing, and operational capacity	15
Design, reconciliation, and customer-service approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS EVENT PRODUCTION SERVICES

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents for event production services. This is a separately issued procurement. The City may make awards for main-stage, side-stage, lighting, backline, or technical-labor components separately.

The resulting agreement will have a five-year term and may be used for City-sponsored events. The City reasonably expects Founders Day Festival and Christmas on Mercer to occur each year during the term, but the agreement may also be used for other City-sponsored events. The agreement will be nonexclusive, and the City makes no minimum purchase, volume, frequency, or annual event assignment.

Respondents must describe their equipment, personnel, inventory, subcontractor resources, and other operational capacity for evaluation. The City is not asking respondents to reserve capacity. Once selected, however, Contractor must furnish the goods and services ordered by the City when the City provides at least thirty (30) days' notice. An order issued fewer than thirty (30) days before the first service date is an on-call order, which Contractor must perform only if Contractor confirms availability in writing.

The scope includes audio systems, monitors, microphones, consoles, cabling, stage platforms and risers, roof systems, barricades, stairs, ramps, stage/site/performance lighting, truss, power distribution, backline, production manager, technicians, stagehands, delivery, installation, testing, soundcheck support, live-event operations, troubleshooting, strike, removal, and appropriate backup equipment and staffing.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit through the designated portal: signed proposal form; three comparable multi-stage or outdoor-event references; proposed production manager and key technical personnel; equipment inventory; capacity and contingency plan; proposed subcontractors; insurance information; required City certifications/disclosures; non-collusion affidavit; and addenda acknowledgment.

The City requires one uniform pricing structure for Founders Day Festival and Christmas on Mercer. Respondent may complete the table or attach a current price sheet/published list that identifies the unit rate or discount for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On-Call: <30 Days
Main-stage production package	Lump sum	\$	\$	\$	\$
Side-stage production package	Lump sum	\$	\$	\$	\$
Lighting package	Lump sum	\$	\$	\$	\$
Backline package	Lump sum	\$	\$	\$	\$
Production manager	Per day	\$	\$	\$	\$
Audio/lighting technician	Per hour or day	\$	\$	\$	\$
Stagehand	Per hour or day	\$	\$	\$	\$

The capacity description is evaluative only. City orders made 30 or more days before first service must be performed; on-call orders require written vendor acceptance.

Criterion	Points
Price and overall value	50
Comparable multi-stage outdoor-event experience	15
Proposed technical plan, equipment, personnel, and contingency capacity	15
Schedule, safety, and quality-control approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS EVENT PRODUCTION SERVICES

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents for charter-bus and shuttle transportation services. This is a separately issued procurement.

The resulting agreement will have a five-year term and may be used for City-sponsored events. The City reasonably expects Founders Day Festival and Christmas on Mercer to occur each year during the term, but the agreement may also be used for other City-sponsored events. The agreement will be nonexclusive, and the City makes no minimum purchase, volume, frequency, or annual event assignment.

Respondents must describe their equipment, personnel, fleet, inventory, subcontractor resources, and other operational capacity for evaluation. The City is not asking respondents to reserve capacity. Once selected, however, Contractor must furnish the goods and services ordered by the City when the City provides at least thirty (30) days' notice. An order issued fewer than thirty (30) days before the first service date is an on-call order, which Contractor must perform only if Contractor confirms availability in writing.

The scope includes safe, properly maintained vehicles; qualified and properly licensed drivers; dispatch; staging; route coordination; accessible transportation; fuel, tolls, travel, mobilization and demobilization; backup vehicles and drivers; real-time communication; incident reporting; and all other services necessary to operate City-authorized event transportation.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit through the designated portal: signed proposal form; three comparable event-transportation references; carrier authority and compliance information; fleet, driver, dispatch, accessible-service, and contingency capacity; key personnel; insurance information; City certifications/disclosures; non-collusion affidavit; and addenda acknowledgment.

Use one pricing structure for both annual events. Respondent may complete this table or attach a current price sheet/published list identifying the unit rate or discount for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On-Call: <30 Days	Notes
Standard charter/shuttle bus	Per vehicle/service day	\$	\$	\$	\$	Seating capacity
Accessible vehicle	Per vehicle/service day	\$	\$	\$	\$	
Driver	Per hour or included	\$	\$	\$	\$	
Dispatch/field supervisor	Per hour or day	\$	\$	\$	\$	
Additional service hour	Per vehicle/hour	\$	\$	\$	\$	
Standby vehicle	Per vehicle/day	\$	\$	\$	\$	

The capacity description is evaluative only. City orders made 30 or more days before first service must be performed; on-call orders require written vendor acceptance.

Criterion	Points
Price and overall value	50
Carrier compliance and comparable event-shuttle experience	15
Fleet, driver, dispatch, accessible-service, and contingency capacity	15
Safety, route coordination, and incident-response approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS FAMILY ENTERTAINMENT AND STAFFED ATTRACTIONS

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents to furnish family entertainment and staffed attractions for City-sponsored events. This is a separately issued procurement. The City may make multiple awards by attraction type.

The resulting agreement will have a five-year term and may be used for City-sponsored events. The City reasonably expects Founders Day Festival and Christmas on Mercer to occur each year during the term, but the agreement may also be used for other City-sponsored events.

The agreement will be nonexclusive. The City makes no minimum purchase, volume, frequency, or annual event assignment.

The scope may include inflatables, mechanical attractions, trackless trains, mobile games, interactive entertainment, delivery, installation, operation, safety monitoring, staffing, cleanup, takedown, and removal. Contractor shall comply with manufacturer instructions, applicable safety rules, and City site directions.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit a signed proposal form; three comparable-event references; proposed attractions, staffing, equipment, safety procedures, insurance, cleaning/sanitation procedures, and operational capacity; City certifications/disclosures; non-collusion affidavit; and addenda acknowledgment. Capacity information is evaluative only; the City is not asking respondents to reserve capacity.

Use one pricing structure for all City-sponsored events. Respondent may complete this table or attach a current price sheet/published list identifying the unit rate or discount for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On- Call: <30 Days
Inflatable attraction	Per unit/event day	\$	\$	\$	\$
Mechanical attraction	Per unit/event day	\$	\$	\$	\$
Trackless train	Per hour or event day	\$	\$	\$	\$
Mobile game/interactive attraction	Per unit/event day	\$	\$	\$	\$
Required operator/attendant	Per hour	\$	\$	\$	\$
Delivery/setup/takedown	Per event	\$	\$	\$	\$

The capacity description is evaluative only. City orders made 30 or more days before first service must be performed; on-call orders require written vendor acceptance.

Criterion	Points
Price and overall value	50
Comparable attraction and event-operations experience	15
Equipment, staffing, and operational capacity	15
Safety, sanitation, and attendee-supervision approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS EVENT TECHNOLOGY AND SITE-SECURITY EQUIPMENT

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents to furnish event technology and site-security equipment for City-sponsored events. This is a separately issued procurement and is distinct from private-security-officer staffing.

The resulting agreement will have a five-year term and may be used for City-sponsored events. The City reasonably expects Founders Day Festival and Christmas on Mercer to occur each year during the term, but the agreement may also be used for other City-sponsored events.

The agreement will be nonexclusive. The City makes no minimum purchase, volume, frequency, or annual event assignment.

The scope may include mobile surveillance cameras, camera trailers, monitoring support, temporary access-control equipment, lighting towers, deployment, testing, maintenance, technical support, removal, and related equipment. Contractor shall comply with applicable privacy, security, safety, and site-access requirements.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit a signed proposal form; three comparable-event references; proposed equipment, deployment and monitoring approach, technical support, staffing, equipment inventory, operational capacity, data/privacy practices, insurance, City certifications/disclosures, non-collusion affidavit, and addenda acknowledgment. Capacity information is evaluative only; the City is not asking respondents to reserve capacity.

Use one pricing structure for all City-sponsored events. Respondent may complete this table or attach a current price sheet/published list identifying the unit rate or discount for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On-Call: <30 Days
Mobile camera unit/trailer	Per unit/event day	\$	\$	\$	\$
Monitoring support	Per hour or day	\$	\$	\$	\$
Lighting tower	Per unit/event day	\$	\$	\$	\$
Access-control equipment	Per unit/event day	\$	\$	\$	\$
Technical support/call-out	Per occurrence	\$	\$	\$	\$
Delivery/deployment/removal	Per event	\$	\$	\$	\$

The capacity description is evaluative only. City orders made 30 or more days before first service must be performed; on-call orders require written vendor acceptance.

Criterion	Points
Price and overall value	50
Comparable event technology/security-equipment experience	15
Equipment, technical personnel, and operational capacity	15
Deployment, privacy, safety, and response approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS SANITATION, RESTROOMS, AND CLEANUP SERVICES

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents to furnish sanitation, portable restroom, hand-wash, waste-management, trash-porter, cleanup, hauling, and street-sweeping services. This is a separately issued procurement. The resulting agreement will have a five-year, nonexclusive term, during which the City may order services for City-sponsored events without any minimum purchase commitment.

The City reasonably expects annual Founders Day Festival and Christmas on Mercer events to occur during the term; those events are examples only and do not limit the City's right to order services for other City-sponsored events. Respondents must describe their equipment, personnel, inventory, subcontractor resources, and other operational capacity for evaluation; that information is not a required capacity reservation.

A selected contractor must furnish all Goods and Services ordered by the City when the City gives at least thirty (30) days' notice. For an order issued fewer than thirty (30) days before the first service date, the contractor is required to perform only if it confirms availability in writing.

The scope may include standard, ADA, and VIP restroom units; hand-wash and sanitizer stations; restroom trailers; dumpsters and waste containers; service and pump-outs; trash-porters; collection, hauling, disposal, cleanup, and street sweeping; and emergency service calls. Contractor shall maintain clean, stocked, safe units and provide a designated on-site or on-call contact.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit through the designated portal: a signed proposal form; three comparable-event references; key personnel and subcontractors; available restroom, trailer, hand-wash, waste, vehicle, and staffing capacity; safety/service-response approach; required licenses, insurance information, City disclosures/certifications, non-collusion affidavit, and addenda acknowledgment.

Use one uniform pricing structure for Founders Day Festival and Christmas on Mercer. A respondent may complete this table or attach a current price sheet or published price list, but must identify the unit rate or discount from list price for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On-Call: <30 Days
Standard portable restroom	Per unit/event day	\$	\$	\$	\$
ADA portable restroom	Per unit/event day	\$	\$	\$	\$
Hand-wash station	Per unit/event day	\$	\$	\$	\$
Restroom trailer	Per unit/event	\$	\$	\$	\$
Restroom service/pump-out	Per service	\$	\$	\$	\$
Dumpster/waste container	Per unit/event	\$	\$	\$	\$
Trash porter	Per labor hour	\$	\$	\$	\$
Street sweeping/hauling	Per shift, load, or event	\$	\$	\$	\$

The capacity description is evaluative only. City orders made 30 or more days before first service must be performed; on-call orders require written vendor acceptance.

Criterion	Points
Price and overall value	50
Comparable sanitation and festival-service experience	15
Equipment condition, availability information, and operational capacity	15
Service-response, cleanup, and safety approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS WATER TRUCK AND POTABLE WATER SUPPORT SERVICES

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents to furnish water-truck, potable-water delivery, and water-support services for City-sponsored events. This is a separately issued procurement.

The resulting agreement will have a five-year term and may be used for City-sponsored events. The City reasonably expects Founders Day Festival and Christmas on Mercer to occur each year during the term, but the agreement may also be used for other City-sponsored events. The agreement will be nonexclusive, and the City makes no minimum purchase, volume, frequency, or annual event assignment.

The scope includes water trucks, potable-water delivery, tank filling, hose and connection support, water distribution, dust-control water where authorized, emergency water service, delivery, operation, and removal. Contractor shall maintain all required licenses, equipment, and water-quality compliance applicable to the requested service.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit a signed proposal form; three comparable-event references; equipment, water-source, operator, hose, tank, and emergency-response capacity information; key personnel and subcontractors; required licenses/insurance; City certifications and disclosures; non-collusion affidavit; and addenda acknowledgment. Capacity information is evaluative only; the City is not asking respondents to reserve capacity.

Use one pricing structure for all City-sponsored events. Respondent may complete this table or attach a current price sheet/published list identifying the unit rate or discount for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On-Call: <30 Days	Notes
Water truck with operator	Per hour or day	\$	\$	\$	\$	
Potable-water delivery	Per gallon/load	\$	\$	\$	\$	
Tank filling/service	Per service	\$	\$	\$	\$	
Hose/connection support	Per event	\$	\$	\$	\$	
Dust-control water	Per gallon/load	\$	\$	\$	\$	If authorized
Emergency service call	Per occurrence	\$	\$	\$	\$	

The capacity description is evaluative only. City orders made 30 or more days before first service must be performed; on-call orders require written vendor acceptance.

Criterion	Points
Price and overall value	50
Comparable event water-support experience	15
Equipment, operators, water-source, and operational capacity	15
Water-quality, safety, and emergency-response approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS TEMPORARY POWER AND GENERATOR SERVICES

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents to furnish temporary power and generator services for City-sponsored events. This is a separately issued procurement.

The resulting agreement will have a five-year term and may be used for City-sponsored events. The City reasonably expects Founders Day Festival and Christmas on Mercer to occur each year during the term, but the agreement may also be used for other City-sponsored events.

The agreement will be nonexclusive. The City makes no minimum purchase, volume, frequency, or annual event assignment.

The scope includes generators, temporary power distribution, cabling, cable ramps, panels, fuel, delivery, setup, testing, monitoring, refueling, emergency service, strike, and removal. Contractor shall furnish properly rated, maintained, and safe equipment and comply with applicable electrical, fire-safety, noise, and site-access requirements.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit a signed proposal form; three comparable-event references; generator, distribution, technician, fuel, and emergency-response capacity information; key personnel and subcontractors; licenses/insurance; City certifications and disclosures; non-collusion affidavit; and addenda acknowledgment. Capacity information is evaluative only; the City is not asking respondents to reserve capacity.

Use one pricing structure for all City-sponsored events. Respondent may complete this table or attach a current price sheet/published list identifying the unit rate or discount for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On-Call: <30 Days
Generator by kW rating	Per unit/event day	\$	\$	\$	\$
Power distribution/panels	Per event or day	\$	\$	\$	\$
Cable/cable ramps	Per linear foot or package	\$	\$	\$	\$
Fuel/refueling	Per gallon/service	\$	\$	\$	\$
Technician	Per hour	\$	\$	\$	\$
Emergency service call	Per occurrence	\$	\$	\$	\$

The capacity description is evaluative only. City orders made 30 or more days before first service must be performed; on-call orders require written vendor acceptance.

Criterion	Points
Price and overall value	50
Comparable temporary-power experience	15
Equipment, personnel, fuel, and operational capacity	15
Electrical safety, monitoring, and emergency-response approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS VIP HOSPITALITY AND BARTENDING SERVICES

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents to furnish VIP hospitality and bartending services for City-sponsored events. This is a separately issued procurement.

The resulting agreement will have a five-year term and may be used for City-sponsored events. The City reasonably expects Founders Day Festival and Christmas on Mercer to occur each year during the term, but the agreement may also be used for other City-sponsored events.

The agreement will be nonexclusive. The City makes no minimum purchase, volume, frequency, or annual event assignment.

The scope may include bartending labor, setup and cleanup, bar tools, customary service equipment, mixers, garnishes, cups, coolers, VIP entry monitoring, and related hospitality support. Contractor must hold and maintain all required permits, certifications, insurance, and alcohol-service compliance.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit a signed proposal form; three comparable-event references; staffing, licensing, alcohol-service compliance, equipment, hospitality, entry-monitoring, and operational capacity information; insurance; City certifications/disclosures; non-collusion affidavit; and addenda acknowledgment. Capacity information is evaluative only; the City is not asking respondents to reserve capacity.

Use one pricing structure for all City-sponsored events. Respondent may complete this table or attach a current price sheet/published list identifying the unit rate or discount for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On- Call: <30 Days
Bartender	Per hour	\$	\$	\$	\$
Bar lead/supervisor	Per hour	\$	\$	\$	\$
Setup/cleanup	Per event	\$	\$	\$	\$
Tools/coolers/service equipment	Per event	\$	\$	\$	\$
Mixers, garnishes, cups	Per unit/package	\$	\$	\$	\$
VIP entry monitoring	Per hour	\$	\$	\$	\$
Bartender	Per hour	\$	\$	\$	\$

Once selected, Contractor must furnish goods and services ordered with at least 30 days' notice. Orders under 30 days are on-call and require written availability confirmation.

Criterion	Points
Price and overall value	50
Comparable hospitality and bartending experience	15
Staffing, licensing, equipment, and operational capacity	15
Alcohol-service compliance and hospitality approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS TRAFFIC CONTROL AND EVENT-SITE SAFETY EQUIPMENT

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents to furnish temporary traffic-control equipment, barricades, signs, portable message boards, delivery, placement, maintenance, removal, and related services. This is a separately issued procurement and does not replace governmental law-enforcement, fire-rescue, or emergency-management functions.

The resulting agreement will be nonexclusive for five years. The City may order services for City-sponsored events, but makes no minimum quantity or annual-order commitment. The City reasonably expects annual Founders Day Festival and Christmas on Mercer events to occur during the term; those events are examples only and do not limit the City's right to order services for other City-sponsored events.

Respondents must describe their equipment, personnel, inventory, subcontractor resources, and other operational capacity for evaluation; that information is not a required capacity reservation.

A selected contractor must furnish all Goods and Services ordered by the City when the City gives at least thirty (30) days' notice. For an order issued fewer than thirty (30) days before the first service date, the contractor is required to perform only if it confirms availability in writing. The contractor shall comply with each City-approved traffic-control plan and may not make a safety-related substitution, deviation, or relocation without City approval.

The scope includes barricades, channelizing devices, cones, delineators, pedestrian barriers, gates, fencing, regulatory/detour/parking/event signs, message boards, delivery, installation, maintenance, replacement, recovery, removal, and authorized traffic-control labor.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit through the designated portal: signed proposal form; three comparable public-event references; traffic-control experience, key personnel, equipment and inventory information, operational capacity, safety plan, licenses/registrations, insurance information, City disclosures/certifications, non-collusion affidavit, and addenda acknowledgment.

Use one pricing structure for both events. Respondent may use this table or attach a current price sheet/published price list if it identifies the unit rate or discount for each notice category.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On-Call: <30 Days
Barricade/device package	[Insert]	\$	\$	\$	\$
Pedestrian barriers/fencing	Linear foot or package	\$	\$	\$	\$
Regulatory/detour/event sign	Per sign	\$	\$	\$	\$
Portable message board	Per unit/day	\$	\$	\$	\$
Delivery/setup/removal	Per event or service	\$	\$	\$	\$
Maintenance/replacement call	Per occurrence	\$	\$	\$	\$
Optional labor	Per hour	\$	\$	\$	\$

The capacity description is evaluative only. City orders made 30 or more days before first service must be performed; on-call orders require written vendor acceptance.

Criterion	Points
Price and overall value	50
Comparable public-event traffic operations experience	15
Equipment condition, availability information, and operational capacity	15
Safety, coordination, and response approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS PRIVATE EVENT-SECURITY STAFFING SERVICES

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents for private, unarmed event-security staffing and related supervision. This is a separately issued procurement. It does not authorize the contractor to exercise governmental police powers or replace City, law-enforcement, fire-rescue, or emergency-management functions.

The resulting agreement will have a five-year term and may be used for City-sponsored events. The City reasonably expects Founders Day Festival and Christmas on Mercer to occur each year during the term, but the agreement may also be used for other City-sponsored events. The agreement will be nonexclusive, and the City makes no minimum purchase, volume, frequency, or annual event assignment.

Respondents must describe their personnel, subcontractor resources, communications resources, and other operational capacity for evaluation. The City is not asking respondents to reserve capacity. Once selected, however, Contractor must furnish the goods and services ordered by the City when the City provides at least thirty (30) days' notice. An order issued fewer than thirty (30) days before the first service date is an on-call order, which Contractor must perform only if Contractor confirms availability in writing.

The scope includes qualified unarmed officers and supervisors; post assignments; relief coverage; attendance verification; patrol, access-control, queue-support, entry-monitoring, observation, and incident notification; an on-site supervisor; written incident reports; communications, uniforms, and identification; backup staffing; and immediate escalation of emergencies and safety concerns to City-designated or public-safety personnel.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit through the designated portal: signed proposal form; three comparable multi-day public-event references; licensing and compliance information; proposed supervisor and key personnel; staffing, replacement, communications, and incident-reporting capacity; safety plan; insurance information; City certifications/disclosures; non-collusion affidavit; and addenda acknowledgment.

Use one pricing structure for Founders Day Festival and Christmas on Mercer. Respondent may complete this table or attach a current price sheet/published list identifying the unit rate or discount for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On-Call: <30 Days	Notes
Unarmed security officer	Per hour	\$	\$	\$	\$	Minimum shift
On-site security supervisor	Per hour	\$	\$	\$	\$	
Event/security manager	Per hour or day	\$	\$	\$	\$	
Emergency replacement/call-out	Per occurrence	\$	\$	\$	\$	
Radios/communications equipment	Per unit/day or included	\$	\$	\$	\$	

The capacity description is evaluative only. City orders made 30 or more days before first service must be performed; on-call orders require written vendor acceptance.

Criterion	Points
Price and overall value	50
Licensing, compliance, and comparable public-event experience	15
Staffing depth, supervisor qualifications, replacement and reporting capacity	15
Safety, communications, and incident-response approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

CITY OF DRIPPING SPRINGS REQUEST FOR PROPOSALS SUPPLEMENTAL EVENT EQUIPMENT RENTAL SERVICES

NOTICE TO VENDORS

Solicitation No.: [Insert]

Issue Date: [Insert]

Proposals Due: [Insert date and time]

Submission Method: [Portal and instructions]

City Contact: [Name, title, email, telephone]

1. NOTICE AND SCOPE OF SERVICES

The City requests proposals from qualified respondents to furnish supplemental event equipment and related rental services for City-sponsored events. This is a separately issued procurement.

The resulting agreement will have a five-year term and may be used for City-sponsored events. The City reasonably expects Founders Day Festival and Christmas on Mercer to occur each year during the term, but the agreement may also be used for other City-sponsored events.

The agreement will be nonexclusive. The City makes no minimum purchase, volume, frequency, or annual event assignment.

The scope may include utility trailers, golf carts/UTVs, forklifts, storage containers, cooling equipment, signage stands, portable fencing not included in other awards, and comparable movable equipment; together with delivery, operation if requested, service, pickup, and removal.

2. PROPOSAL INSTRUCTIONS, PRICING, AND EVALUATION

Submit a signed proposal form; three comparable-event or equipment-rental references; equipment inventory, delivery/service personnel, maintenance, replacement, and operational capacity information; insurance; City certifications/disclosures; non-collusion affidavit; and addenda acknowledgment. Capacity information is evaluative only; the City is not asking respondents to reserve capacity.

Use one pricing structure for all City-sponsored events. Respondent may complete this table or attach a current price sheet/published list identifying the unit rate or discount for each notice period.

Item	Unit	120+ Days	90–119 Days	30–89 Days	On-Call: <30 Days
Utility trailer	Per unit/event day	\$	\$	\$	\$
Golf cart/UTV	Per unit/event day	\$	\$	\$	\$
Forklift with operator	Per hour or day	\$	\$	\$	\$
Storage container	Per unit/event	\$	\$	\$	\$
Cooling equipment	Per unit/event day	\$	\$	\$	\$
Signage stands/portable fencing	Per unit/package	\$	\$	\$	\$
Delivery/service/removal	Per event	\$	\$	\$	\$

Once selected, Contractor must furnish goods and services ordered with at least 30 days' notice. Orders under 30 days are on-call and require written availability confirmation.

Criterion	Points
Price and overall value	50
Comparable equipment-rental experience	15
Equipment condition, service personnel, and operational capacity	15
Delivery, maintenance, replacement, and safety approach	10
References, past performance, and responsiveness	10
Total	100

The City may reject proposals, waive permitted informalities, request clarification, negotiate with the apparent best-value respondent, make multiple awards, or cancel this solicitation.

3. FORM OF AGREEMENT

[Attach the City's Event Services Agreement and City Insurance Requirements before issuance.]

Founders Day Committee Purchasing Flowchart

\$10,000 or Less

Seek Best Value.
*Multiple Quotes
Recommended.*

Submit Any Quotes
to City Liaison.

Present to FDC as
Committee Report.

City Attorney creates
Vendor Contract.

Signature Required for
Vendor Payment.

Execute the
Contract.

\$10,001- \$49,999

Seek Best Value.
Minimum 3 Quotes
REQUIRED.

Submit All 3 Quotes
to City Liaison.

Liaison creates
Business Item for
FDC Agenda.

FDC Votes to
Recommend vendor
for contract.

City Attorney creates
Vendor Contract.

Signature Required for
Vendor Payment.

Execute the
Contract.

\$50,000 or More

FDC Provides scope
of service parameters
to City Liaison.

A "Request for
Proposal" is drafted
by City Staff and
posted to the public.

Proposals are
reviewed by a panel of
representatives from
FDC and City Staff.

Review Panel
recommends Best
Value proposal to FDC.

FDC Votes to
Recommend vendor
for contract.

City Attorney creates
Vendor Contract.

Signature Required for
Vendor Payment.

Execute the
Contract.



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

Submitted By: Aniz Alani, City Attorney

Committee Meeting Date: August 24, 2026

Agenda Item Wording: Review and recommendation to the City Council regarding an ordinance establishing the Founders Day Festival Official Participant Expression Ordinance.

Summary: At its previous meeting, the Founders Day Committee unanimously endorsed a policy to prohibit all political expression at future Founders Day Festivals. The proposed ordinance advances that policy direction by prohibiting Political Campaign Activity through City-Controlled Official Festival Program Elements.

The proposed ordinance establishes clear participation conditions for the use of City-Controlled Official Festival Program Elements during the Founders Day Festival and related parade activities. The ordinance is intended to preserve the Festival's civic, historical, cultural, and family-oriented program; promote safe, orderly, and evenhanded administration; and prevent the use of City-controlled program elements for Political Campaign Activity.

The ordinance is narrowly directed to the City's official Festival program and to program elements that the City selects, assigns, schedules, or administers, such as designated vendor and exhibitor spaces, registered parade entries and lineup positions, stage and microphone access, official acknowledgments, and official Festival publications. It does not prohibit lawful speech by members of the general public in areas open to the public, subject to otherwise applicable law and content-neutral Festival rules.

Background

The City conducts the Founders Day Festival and related parade activities as civic, commemorative, and community events. The Festival includes an organized official program that may provide approved participants with access to designated booths, parade entries, lineup positions, stage and microphone opportunities, official recognitions, sponsor presentations, performer slots, and official Festival communications.

The proposed ordinance is intentionally narrower than a Festival-wide prohibition on all political expression. It preserves the Committee's objective of maintaining a civic, historical, cultural, and family-oriented official Festival program while limiting the regulation to the City-controlled program

elements through which the City provides official access, placement, or amplification. Lawful speech by Festival attendees in General Public Areas remains outside the ordinance's scope, subject to otherwise applicable law and content-neutral Festival rules.

Those City-controlled opportunities are distinct from areas generally available to Festival attendees. The ordinance provides a uniform framework for their administration and makes clear that participation in the official Festival program does not create an unrestricted right to use a City-controlled program element for Political Campaign Activity.

Proposed Ordinance

The proposed ordinance would add Article 16.05, Founders Day Festival Official Participant Expression to the Code of Ordinances. Key provisions include:

- **Purpose and scope.** The ordinance applies to Official or Registered Participants only when they use a City-Controlled Official Festival Program Element.
- **Defined program elements.** The ordinance identifies the City-controlled placements, access points, and communication channels to which the policy applies.
- **Political Campaign Activity.** The ordinance prohibits use of a City-Controlled Official Festival Program Element to communicate Political Campaign Activity. The policy is directed to electoral campaign advocacy and is not intended to restrict lawful general-public speech or ordinary discussion of governmental matters outside the City-controlled program element.
- **Neutral administration.** The City must administer the ordinance without regard to whether campaign activity supports or opposes a candidate, political party, political committee, or ballot measure.
- **General-public speech preserved.** The ordinance does not apply to a person attending the Festival solely as a member of the general public and not using a City-Controlled Official Festival Program Element or Official or Registered Participant role.
- **Administration and due process.** The ordinance authorizes designated City staff to administer the policy and provides for written standards, notice of an alleged violation, an opportunity to cure when practicable, written decisions, and an administrative appeal.
- **No continuing entitlement.** Approval for one Festival does not create a vested right or expectation of approval for a future Festival.

Attachments:

Draft Ordinance

City of Dripping Springs

Founders Day Festival Official Participant Expression Ordinance

Ordinance No. 2026-##

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, ADOPTING A FOUNDERS DAY FESTIVAL OFFICIAL PARTICIPANT EXPRESSION POLICY; ESTABLISHING RULES GOVERNING THE USE OF CITY-CONTROLLED OFFICIAL FESTIVAL PROGRAM ELEMENTS BY OFFICIAL AND REGISTERED PARTICIPANTS; PROHIBITING POLITICAL CAMPAIGN ACTIVITY WHEN USING A CITY-CONTROLLED OFFICIAL FESTIVAL PROGRAM ELEMENT OR PARTICIPATING IN AN OFFICIAL OR REGISTERED PARTICIPANT CAPACITY; PROVIDING FOR ADMINISTRATION, ENFORCEMENT, APPEAL, SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

- WHEREAS,** the City of Dripping Springs conducts and authorizes the Founders Day Festival and related parade activities as civic, commemorative, and community events; and
- WHEREAS,** the City Council finds that the official Festival program, including registered participant roles and City-controlled official Festival program elements, is intended to present and facilitate a civic and family-oriented event experience in a safe, orderly, and evenhanded manner; and
- WHEREAS,** the City Council further finds that certain persons and entities are granted access to Festival roles, placements, and communication opportunities that the general public does not possess, including but not limited to vendor booths, parade entries, stage time, announcer recognition, sponsor presentation, performer slots, and other official or registered participant positions; and
- WHEREAS,** the City Council further finds that use of those City-conferred roles and City-controlled official Festival program elements for political campaign activity may reasonably be perceived as carrying a degree of official access, City facilitation, or City-controlled amplification not available to ordinary members of the public; and
- WHEREAS,** the City Council desires to preserve the Founders Day Festival's civic, historical, cultural, and family-oriented character, reduce disruption, avoid the appearance of City sponsorship or endorsement of partisan or campaign-related advocacy, and establish clear and objective participation conditions for official and registered participants; and

WHEREAS, the City Council intends by this ordinance to regulate only the use of City-conferred official and registered participant roles and City-controlled official Festival program elements, and not to prohibit lawful speech by persons attending the Festival as members of the general public, subject to otherwise applicable law; and

WHEREAS, the City Council further intends that this ordinance be interpreted and applied only to the extent necessary to protect the City's official Festival program and City-controlled official Festival program elements, and not to regulate private political speech occurring in areas open to the general public; and

WHEREAS, the City Council intends this ordinance to be administered consistent with applicable constitutional principles, including principles reflected in *Pleasant Grove City v. Summum*, *Walker v. Texas Division, Sons of Confederate Veterans, Inc.*, *Cornelius v. NAACP Legal Defense & Educational Fund, Inc.*, and *Perry Education Association v. Perry Local Educators' Association*;

Now, therefore, be it ordained by the City Council 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 16 is amended to add Article 16.05 to read in accordance with "Exhibit 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 & 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 ____ day of XXX, _____, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

*Exhibit "A"***CHAPTER 16. PUBLIC WAYS AND PLACES****Article 16.05. - Founders Day Festival Official Participant Expression****Section 16.05.001. Title.**

This ordinance may be cited as the “Founders Day Festival Official Participant Expression Ordinance.”

Section 16.05.002. Purpose.

The purpose of this ordinance is to establish participation conditions governing the use of City-controlled official Festival program elements by persons acting in an official or registered participant capacity during the Founders Day Festival and related parade activities, in order to preserve the Festival’s civic and family-oriented program, avoid misuse of City-conferred platforms for campaign purposes, and provide clear, objective, and evenhanded rules for administration and enforcement.

Section 16.05.003. Applicability.

- (a) This ordinance applies only to persons or entities participating in the Founders Day Festival or related parade activities in an official or registered participant capacity, and only to their use of City-controlled official Festival program elements made available through City approval, registration, invitation, permit, contract, sponsorship, license, assignment, or other City-authorized participation mechanism.
- (b) This ordinance does not apply to a person attending the Festival solely as a member of the general public and not using a City-controlled official Festival program element or official/registered participant role.

Section 16.05.004. Definitions.

For purposes of this ordinance:

City-controlled official Festival program elements means any booth, table, tent, display space, parade entry, parade lineup position, float placement, stage, microphone, announcer script or recognition, performance slot, exhibitor space, sponsor space, official Festival publication, official Festival map, official Festival listing, City-managed audiovisual channel, City-branded location, or other placement, access point, or communication channel made available by or through the City or the City’s authorized Festival administrator for use by an official or registered participant in a manner not available to the general public.

Festival means the Founders Day Festival and related parade activities conducted, sponsored, authorized, or administered by or on behalf of the City.

General public area means an area open to members of the public that is not reserved, assigned, licensed, permitted, or designated for use by official or registered participants.

Official or registered participant means any person or entity that, by application, invitation, permit, contract, sponsorship, vendor approval, exhibitor approval, performer approval, parade registration, speaking slot, volunteer assignment, official designation, or other City-authorized mechanism, is granted access to participate in the official Festival program in a manner not available to the general public.

Official Festival program means the organized and City-authorized set of Festival activities, placements, performances, entries, booths, recognitions, exhibits, and related communications presented through official or registered participant roles and City-controlled official Festival program elements.

Political Campaign Activity means conduct that expressly supports or opposes the election or defeat of an identified candidate for elective office, political party, political committee, or ballot measure, including:

- (1) displaying or distributing campaign literature, signs, banners, placards, or similar campaign materials;
- (2) soliciting votes, campaign support, campaign contributions, campaign pledges, or campaign contact information for that purpose; or
- (3) making an announcement, speech, introduction, endorsement, request, or appeal urging support for or opposition to an identified candidate for elective office, political party, political committee, or ballot measure.

Political campaign activity does not include a factual reference to a public office, officeholder, governmental entity, historical event, legislative proposal, executive action, or governmental position that does not expressly support or oppose the election or defeat of an identified candidate, political party, political committee, or ballot measure.

Section 16.05.005. Official Festival program status.

The official Festival program and City-controlled official Festival program element are City-curated and City-authorized program elements made available for limited Festival purposes. Participation in an official or registered participant capacity does not create a right to use a City-controlled official Festival program element for unrestricted private expression.

Section 16.05.006. Prohibited use of City-controlled official Festival program elements.

- (a) A person or entity shall not use a City-Controlled official Festival program element to communicate political campaign activity.
- (b) For purposes of this section, a person or entity uses a City-controlled official Festival program element to communicate political campaign activity when the political campaign activity is displayed, distributed, announced, performed, presented, or otherwise incorporated into an assigned booth, parade entry, stage appearance, official Festival listing, or other City-controlled official Festival program element.
- (c) This section applies equally to advocacy supporting and advocacy opposing any identified candidate, political party, or ballot measure.
- (d) The City shall enforce this section without regard to whether the Political Campaign Activity supports or opposes an identified candidate, political party, or ballot measure.

Section 16.05.007. Specific applications.

Without limiting Section 16.05.006, the following conduct is prohibited when undertaken in an official or registered participant capacity or through a City-controlled official Festival program element:

- (1) use of a vendor booth, exhibitor booth, sponsor booth, or assigned table space for political campaign activity;
- (2) use of a parade entry, float, vehicle, walking group, banner, signs, costumes, handouts, or amplified sound as part of an official parade presentation for political campaign activity;
- (3) use of a stage appearance, performance slot, announcement, introduction, emcee function, or microphone access for political campaign activity;
- (4) use of official Festival recognition, sponsor acknowledgment, listing, map placement, or program description to communicate political campaign activity; and
- (5) use of a City title, City role, City-provided access, or official Festival status in a manner that states or implies City sponsorship or endorsement of a candidate, political party, ballot measure, or campaign.

Section 16.05.008. General public speech unaffected.

- (a) Nothing in this ordinance prohibits lawful speech by any person, including an official or registered participant acting outside that capacity, in a general public area, subject only to otherwise applicable laws and content-neutral rules governing safety, pedestrian access, congestion, noise, scheduling, and non-disruption.
- (b) Nothing in this ordinance authorizes any person to interfere with Festival operations, obstruct access, trespass into restricted areas, disrupt official presentations, or violate otherwise applicable law.

Section 16.05.009. Administration.

- (a) The City Administrator, Parks & Community Services Director, Parks & Community Services Assistant Director, Community Events Coordinator, or their designees may administer and enforce this ordinance in consultation with the City Attorney and may issue reasonable written procedures and application materials consistent with it.
- (b) All participation approvals, denials, limitations, suspensions, revocations, relocations, and conditions imposed under this ordinance shall be based on written standards and applied in an evenhanded manner.

Section 16.05.010. Notice, opportunity to cure, and appeal.

- (a) Except where immediate action is reasonably necessary to protect safety, prevent substantial disruption, or preserve orderly Festival administration, the City should provide notice of an alleged violation and a reasonable opportunity to cure before revoking participation or removing a person or entity from a City-controlled official Festival program element.
- (b) A denial, suspension, revocation, removal, or conditioning of participation under this ordinance shall be communicated in writing and shall briefly identify the conduct or material forming the basis for the decision.
- (c) A person or entity affected by a decision under this ordinance may submit a written administrative appeal within five business days after notice of the decision, or within a shorter period stated in written Festival procedures if necessary to accommodate Festival scheduling.
- (d) The appeal shall be decided promptly by the City Administrator or designee, in consultation with the City Attorney, and the City shall provide a brief written decision.

Section 16.05.011. No vested right.

The official Festival program and City-controlled official Festival program elements are City-curated and City-authorized program elements made available for limited Festival purposes. Approval to participate in the Festival does not create a vested right, continuing entitlement, or expectation of approval for any future Festival year.

Section 16.05.012. Construction.

- (a) This ordinance shall be construed narrowly to regulate only the use of City-conferred official and registered participant roles and City-controlled official Festival program elements.
- (b) This ordinance shall not be construed to prohibit lawful private speech by members of the public in areas open to the public, nor to authorize viewpoint discrimination in the administration of otherwise applicable Festival rules.

Founders Day Committee Subcommittee and Deputy Member Policy

1. Purpose

- 1.1. This Policy establishes a consistent framework for the creation and operation of subcommittees of the City of Dripping Springs Founders Day Committee (the “**Committee**”) and for the participation of community volunteers as deputy subcommittee members.
- 1.2. The purposes of this Policy are to:
 - (a) expand meaningful community participation in the planning and operation of the Founders Day Festival;
 - (b) distribute year-round planning and event-weekend responsibilities among a larger group of volunteers;
 - (c) establish clear roles, expectations, supervision, and accountability;
 - (d) permit Committee members to organize work efficiently without increasing the number of voting Committee members established by ordinance; and
 - (e) create a pathway for committed volunteers to gain experience that may support future consideration for appointment to the Committee.

2. Authority and Relationship to the Committee

- 2.1. The Committee may establish, combine, reorganize, suspend, or dissolve subcommittees as necessary to plan and conduct the Founders Day Festival, subject to the City Code of Ordinances, City policies, the Committee’s approved authority, and direction from the City Council.
- 2.2. A subcommittee is subordinate to and acts solely on behalf of the Committee. A subcommittee has no independent authority to bind the Committee or the City, expend or commit funds, enter into an agreement, direct City employees, select or retain a vendor, issue an official City communication, or make a final policy decision unless that authority has been expressly delegated in writing by the City or the Committee and may lawfully be delegated.

- 2.3. Nothing in this Policy changes the composition, appointment process, voting rights, quorum, or terms of the Committee established by the City Code of Ordinances. Deputy members are not members of the Committee and are not City officers merely by serving under this Policy.

3. Definitions

- 3.1. **Committee Member Lead** means a voting member of the Committee assigned primary responsibility for a subcommittee or operational area.
- 3.2. **Deputy Member** means a community volunteer selected under this Policy to provide year-round planning and event support to a subcommittee under the direction of a Committee Member Lead. A Deputy Member may also be referred to as a **Deputy Subcommittee Member**.
- 3.3. **Day-of Volunteer** means a person recruited principally to perform a limited task or shift immediately before, during, or after the Festival. A Day-of Volunteer is not a Deputy Member unless separately selected under this Policy.
- 3.4. **Subcommittee** means a working group established by the Committee to support a defined Founders Day function, project, or operational area.

4. Establishment and Organization of Subcommittees

- 4.1. The Committee may establish standing or temporary subcommittees by majority vote at a Committee meeting. The action establishing a subcommittee should identify:
- (a) the subcommittee's name and scope of work;
 - (b) the Committee Member Lead;
 - (c) any anticipated deliverables or deadlines; and
 - (d) whether the subcommittee is standing or temporary.
- 4.2. Each Committee member should ordinarily serve as the Committee Member Lead for one primary operational area and may assist other subcommittees as needed.
- 4.3. The Committee may consolidate related functions when consolidation will improve efficiency. The Committee should review its subcommittee structure after each Festival and may revise that structure for the following Festival year.
- 4.4. The Committee Member Lead shall prepare and maintain a brief written description of the subcommittee's responsibilities, anticipated workload, required skills, and expectations for Deputy Members. The description may be used for volunteer recruitment and orientation.

5. Selection and Service of Deputy Members

- 5.1. Each Committee Member Lead may determine the number of Deputy Members reasonably needed for the assigned subcommittee, taking into account the scope of work, available volunteers, event scheduling, and the need for effective supervision.
- 5.2. A Committee Member Lead may select Deputy Members from interested community volunteers. The selection shall be documented and provided to the Committee Chair and designated City staff liaison before the person begins acting as a Deputy Member.
- 5.3. Selection as a Deputy Member does not require appointment by the City Council, does not constitute appointment to the Committee, and does not entitle the Deputy Member to future appointment to the Committee.
- 5.4. Deputy Members serve at the pleasure of the applicable Committee Member Lead and the Committee. A Committee Member Lead, the Committee Chair, or the Committee may end or reassign a Deputy Member's service at any time, with or without cause.
- 5.5. Deputy Members serve without compensation unless the City Council has expressly authorized compensation or reimbursement in advance. No Deputy Member may incur an expense on behalf of the City without prior written authorization in accordance with City policy.

6. Roles and Responsibilities

- 6.1. Consistent with the vice chairperson's responsibility under the City Code of Ordinances to coordinate subcommittee chairs, each Committee Member Lead shall coordinate through the vice chairperson and shall:
 - (a) direct and coordinate the work of the subcommittee;
 - (b) assign tasks and establish reasonable deadlines;
 - (c) communicate applicable City and Festival requirements;
 - (d) coordinate with the Committee Chair, other Committee Member Leads, and designated City staff;
 - (e) prepare staffing and shift schedules for the Festival, when applicable;
 - (f) ensure that Deputy Members understand when they are authorized to act and when Committee or City approval is required; and
 - (g) report material progress, needs, and recommendations to the Committee.

6.2. A Deputy Member shall:

- (a) participate in planning throughout the Festival year as reasonably requested;
- (b) complete assigned tasks reliably and timely;
- (c) attend subcommittee meetings, work sessions, orientations, and event shifts applicable to the assignment;
- (d) follow the direction of the Committee Member Lead and authorized City personnel;
- (e) comply with applicable City policies, Festival rules, safety requirements, and confidentiality obligations imposed by law;
- (f) promptly disclose actual or potential conflicts of interest;
- (g) use City information, property, credentials, and access only for authorized Founders Day purposes; and
- (h) conduct themselves professionally and respectfully when interacting with the public, vendors, sponsors, volunteers, City officials, and City employees.

6.3. Deputy Members may assist with planning, communications, scheduling, research, logistics, volunteer coordination, and Festival operations within the scope assigned by the Committee Member Lead.

6.4. Deputy Members may not:

- (a) vote as members of the Committee;
- (b) count toward a Committee quorum;
- (c) represent that they are Committee members, City officers, or City employees;
- (d) speak for the Committee or City without authorization;
- (e) enter into or modify a contract, promise payment, approve an invoice, make a purchase, or commit City or Festival funds;
- (f) independently direct City employees, contractors, law enforcement personnel, or emergency personnel; or
- (g) use their position for personal, political, or financial benefit.

7. Meetings, Participation, and Voting

- 7.1. Deputy Members may attend Committee meetings and may provide information or participate in discussion when recognized by the Committee Chair. They may not vote at Committee meetings and do not count toward quorum.
- 7.2. Subcommittee meetings and work sessions may include Committee members, Deputy Members, Day-of Volunteers, City staff, subject-matter participants, and invited community members as appropriate.
- 7.3. A subcommittee should generally operate by collaboration and consensus. If a vote or recommendation is needed, only Committee members assigned to the subcommittee may cast a formal vote. Deputy Members may provide input but have no binding vote.
- 7.4. Recommendations requiring Committee action shall be presented to the Committee by the Committee Member Lead or the Lead's designee. Subcommittee discussion or consensus does not constitute action by the Committee.
- 7.5. Meetings and communications shall be conducted in compliance with applicable law and City policy. Subcommittee meetings shall not be used to deliberate or take action on behalf of a quorum of the Committee outside a properly called Committee meeting.

8. Festival Staffing and Scheduling

- 8.1. Each Committee Member Lead shall evaluate the staffing needs of the assigned operational area and, when practicable, establish shifts, points of contact, and on-call responsibilities before the Festival.
- 8.2. Schedules should distribute work so that Committee members and Deputy Members have defined periods of responsibility and reasonable opportunities for rest. The schedule should identify who is the primary contact for each operational area during each shift.
- 8.3. Deputy Members may supervise or coordinate Day-of Volunteers only when that responsibility has been assigned by the Committee Member Lead and the Deputy Member has received any required orientation.
- 8.4. The Committee's general volunteer function remains responsible for recruiting, checking in, and directing Day-of Volunteers unless the Committee assigns a different process. Deputy Members are intended to support year-round planning and operational leadership and do not replace Day-of Volunteers.

9. Recruitment and Orientation

- 9.1. The Committee may conduct a volunteer fair, informational meeting, public recruitment effort, or other outreach to identify prospective Deputy Members and Day-of Volunteers. Public messaging, use of City communication channels, and use of City facilities shall be coordinated with and approved by designated City staff.

- 9.2. Recruitment materials should identify the available subcommittees, duties, expected time commitment, required skills, Festival-weekend responsibilities, and the distinction between Deputy Members and Day-of Volunteers.
- 9.3. Before beginning service, each Deputy Member shall receive an orientation appropriate to the assignment. Orientation should address, as applicable:
 - (a) the Committee and subcommittee structure;
 - (b) the Deputy Member's written role description;
 - (c) limits on authority and spending;
 - (d) communications and chain of command;
 - (e) records and information-handling requirements;
 - (f) safety and emergency procedures;
 - (g) expected conduct; and
 - (h) Festival schedules, credentials, and operational procedures.

10. Records and Communications

- 10.1. Documents created, received, or maintained by a Deputy Member or subcommittee in connection with Founders Day business are City records and shall be handled in accordance with the City's records-retention requirements and the Texas Public Information Act.
- 10.2. Deputy Members shall use City-approved communication and document-storage methods when provided and shall promptly provide Founders Day records in their possession to the Committee Member Lead or designated City staff upon request or at the end of service.
- 10.3. Official public statements, social-media posts, press communications, sponsorship solicitations, vendor commitments, and mass communications must be approved through the process established by the Committee and designated City staff.

11. Review of Service and Future Committee Appointments

- 11.1. Committee Member Leads should periodically evaluate whether Deputy Members are meeting the expectations of their assigned roles and should provide guidance, reassignment, or additional support when appropriate.
- 11.2. Following each Festival, the Committee may recognize effective Deputy Members and invite them to continue serving during the next Festival cycle.

- 11.3. Service as a Deputy Member may be considered as evidence of interest, experience, and contribution if the person later applies for an at-large or organization position on the Committee. Any appointment to the Committee remains subject to the nomination and appointment procedures established by ordinance.

12. Administration; Conflicts

- 12.1. The Committee Chair, in coordination with designated City staff and the City Attorney, may issue forms, role descriptions, orientation materials, schedules, and administrative procedures consistent with this Policy.
- 12.2. If this Policy conflicts with federal or state law, the City Code of Ordinances, an action of the City Council, or another controlling City policy, the controlling authority governs.
- 12.3. The Committee shall review this Policy after the first Festival cycle in which it is used and may recommend revisions based on operational experience.

13. Effective Date

- 13.1. This Policy becomes effective upon approval by the Founders Day Committee, subject to any additional approval required by the City Council or City policy.
- 13.2. This Policy remains in effect until amended or repealed by the Committee or superseded by action of the City Council.