



## City Council Regular Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, May 19, 2026, at 6:00 PM

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# AGENDA

## CALL TO ORDER & ROLL CALL

### City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Aniz Alani

City Secretary Diana Boone

Planning Director Tory Carpenter

IT Director Jason Weinstock

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

## PLEDGE OF ALLEGIANCE

## PRESENTATION OF CITIZENS

*A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

## PROCLAMATIONS & PRESENTATIONS

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

- 1. Presentation recognizing Council Member Wade King for his public service.**
- 2. Administration of Oaths of Office, along with Statement of Officer, and issuance of Certificate of Election for elected officials for Mayor, Council Member Place 2, and Council Member Place 4.**
- 3. Recognition of Trevor DuBransky for Heroism.**
- 4. Proclamation of the City of Dripping Springs proclaiming May 17th-23rd, 2026 as "Farmers Market Week" in the City of Dripping Springs, TX. *Sponsor: Council Member Sherrie Parks.***

## CONSENT AGENDA

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

- 5. Approval of the April 7, 2026 City Council and Board of Adjustment Meeting Minutes.**
- 6. Approval of the appointment of Pamela Weinhammer and the reappointment of Dean Erickson and Gwyn Sommerfeld to the Historic Preservation Commission for two (2) year terms ending June 30, 2028, and the reappointment of Dean Erickson as chair for a one (1) year term ending June 30, 2027.**
- 7. Approval of the job title change of the Content Marketing Specialist to Marketing Coordinator. *Sponsor: Mayor Pro Tem Taline Manassian***
- 8. Approval of the Co-Sponsorship Agreement between the City of Dripping Springs and Carrie Isaac for the July 4th Fire in the Sky Event at Dripping Springs Ranch Park. *Sponsor: Council Member Sherrie Parks***
- 9. Approval of a Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for a Haunted House and Hayride at Dripping Springs Ranch Park. *Sponsor: Council Member Sherrie Parks***
- 10. Approval to authorize City Staff to exceed \$50,000.00 worth of purchases from SealMaster South Texas for the Purchase of Street Sealer approved in the FY-2026 Budget. *Sponsor: Mayor Bill Foulds***
- 11. Approval of a Transportation Improvement Construction and Contribution Agreement between the City of Dripping Springs, Hays County, and ME Headwaters REG, LP for the construction of a 250-foot southbound right-turn land with a 50-foot taper and a right-turn signal head at the intersection of US 290 and Canyonwood Drive at an estimated cost of \$160,000.00 funded by Hays County in an amount not to exceed**

**\$32,160.00 and the remainder funded by ME Headwaters REG, LP reflecting its proportionate share of the recommended transportation improvements attributable to the Headwaters project. Sponsor: Mayor Bill Foulds, Jr.**

- 12. Approval of a Resolution of the City of Dripping Springs Authorizing the Execution of an Advanced Funding Agreement with the Texas Department of Transportation for the Dripping Springs Crosswalk Improvement Project. Sponsor: Council Member Travis Crow**

## **BUSINESS AGENDA**

- 13. Discussion and possible action regarding Task Order No. 5 between the City of Dripping Springs and Carollo Engineers, Inc. for additional final design phase services related to the solids storage and recuperative thickening facility for the South Regional Water Reclamation Facility Expansion. Sponsor: Mayor Bill Foulds, Jr.**
- 14. Discussion and possible action regarding a Texas Water Development Board Water Supply Infrastructure Grant application. Sponsor: Mayor Bill Foulds, Jr.**
- a. City of Dripping Springs Advanced Purification Project
  - b. Dripping Springs Ranch Park Rainwater Collection System
- 15. Public hearing, discussion, and possible action regarding an ordinance amending Chapter 20, Article 20.02, Section 20.02.006(c) and Chapter 20.06, Article 20.06.004 of the City's Code of Ordinances to modify wastewater and water service rates. Sponsor: Mayor Bill Foulds, Jr.**
- 16. Public hearing, discussion, and possible action to approve an Ordinance amending the Code of Ordinances of the City of Dripping Springs relating to mayoral appointments. Sponsor: Mayor Bill Foulds, Jr.**
- 17. Discussion and possible action regarding the appointment of David Inman as recommended by St. Martin de Porres Catholic Church and the reappointments of At-Large Members Michael Ward, Clinton Holtzendorf, and Jeff Shindler; Lions Club Representatives Sharon Goss and Scott Phillips; Cook-Off Club Representative Justin Cornett; and St. Martin de Porres Catholic Church Representative Eric Strang, for two (2) year terms ending June 30, 2028; and for the reappointment of At-Large Members Jordan Searle and Kimberly Rutherford; Cook off Club Representative Thomas Toms; and the reappointment of Jeff Shindler as chair for a one (1) year term ending June 30, 2027.**
- 18. Discussion and possible action regarding the appointment of a City Council Member to serve as Mayor Pro Tem for a one (1) year term.**

## **CLOSED SESSION**

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

Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), 551.0761 (Deliberation Regarding Critical Infrastructure Facility), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

19. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** (Consultation with Attorney, 551.071)
20. **Consultation with attorney and deliberation regarding financing and real property for parcels involved in current and potential TIRZ Priority Projects including Old Fitzhugh Road, Town Center/Civic Complex, Stephenson Building, and other strategic real property acquisitions related to current and potential TIRZ Priority Projects.** (Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072).

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

June 2, 2026, at 6:00 p.m.  
June 16, 2026, at 6:00 p.m.  
July 7, 2026, at 6:00 p.m.  
July 21, 2026, at 6:00 p.m.  
August 4, 2026, at 6:00 p.m.  
August 11, 2026, at 5:30 p.m. (Budget Workshop)  
August 18, 2026, at 6:00 p.m.

### Board, Commission & Committee Meetings

Parks & Recreation Commission, May 20, 2026, at 6:00 p.m.  
Farmers Market Committee, May 21, 2026, at 10:00 a.m.  
Emergency Management Committee, May 21, 2026, at 12:00 p.m.  
Utility Commission, May 21, 2026, at 4:00 p.m.  
Planning & Zoning Commission, May 26, 2026, at 6:00 p.m.

## ADJOURN

### TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on May 13, 2026 at 5:00 p.m.*

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Diana Boone, City Secretary

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

Rev. 04/2017

This space reserved for office use

Submit to:  
Custodian of election records  
Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

I \_\_\_\_\_ do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: \_\_\_\_\_

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

Form #2204 Rev. 10/2011

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of \_\_\_\_\_ of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

.....  
State of TEXAS )  
County of HAYS )

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer  
Administering Oath

\_\_\_\_\_  
Printed or Typed Name



**DRIPPING SPRINGS**  
Texas

**CERTIFICATE OF ELECTION**

In the name and by the authority of

**The City of Dripping Springs, Texas**

THIS IS TO CERTIFY that for the May 2, 2026

City of Dripping Springs General Municipal Election

**Enter Name Here**

was duly elected to the office of

**City Council, Place XX**

IN TESTIMONY WHEREOF, I, Bill Foulds, Jr., Mayor of the City of Dripping Springs, State of Texas, have hereunto subscribed my name this the 6 t h day of May, 2025.

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Bill Foulds, Jr., Mayor



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

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**Submitted By:** Lisa Sullivan, People and Communications Director

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**Council Meeting Date:** May 19, 2026

**Agenda Item Wording:** Recognition of Trevor DuBransky for Heroism

**Agenda Item Requestor:** Lisa Sullivan

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**Summary/Background:** On April 25, 12-year-old Trevor DuBransky helped save a man’s life. This is a presentation honoring him for his quick thinking and courageous actions in alerting authorities to a seriously injured neighbor, resulting in a life being saved.

Attending will be Trevor and his family, members of the Hays County Junior Deputy Training and Sherif Hipolito.

**Commission Recommendations:** n/a

**Recommended Council Actions:** n/a

**Attachments:** n/a

**Next Steps/Schedule:** n/a



**PROCLAMATION  
OF THE CITY OF DRIPPING SPRINGS  
PROCLAIMING MAY 17-23, 2026, AS**

**“Farmers Market Week”**

**WHEREAS,** local farmers and ranchers provide citizens of Dripping Springs with access to healthful, locally produced foods through farmers markets, and

**WHEREAS,** farmers markets serve as significant outlets by which beginning producers market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide; and

**WHEREAS,** the City of Dripping Springs recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and more;

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

1. To further awareness of farmers markets’ contributions to life in Dripping Springs, the week of May 17<sup>th</sup> through May 23<sup>rd</sup>, 2026, shall be proclaimed as FARMERS MARKET WEEK in the City of Dripping Springs; and,
2. The City Council invites the Dripping Springs Community to visit the Dripping Springs Farmers Market on Wednesday, May 20<sup>th</sup> at Dripping Springs Ranch Park.

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Bill Foulds, Jr., Mayor



## City Council & Board of Adjustment Regular Meeting

*Dripping Springs City Hall*

*511 Mercer Street - Dripping Springs, Texas*

*Tuesday, April 07, 2026, at 6:00 PM*

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### **DRAFT MINUTES**

#### **CALL TO ORDER & ROLL CALL**

With a motion of council members present, Mayor Foulds called the meeting to order at 6:02 p.m.

##### **City Council Members**

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

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

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Aniz Alani

City Secretary Diana Boone

IT Director Jason Weinstock

Planning Director Tory Carpenter

Building Official Shane Pevehouse

Senior Planner Sara Varvarigos

City Engineer Chad Gilpin

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

TIRZ Project Manager Keenan Smith

Planning & Zoning Commission Chair Mim James

#### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Tahuahua.

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#### **BOARD OF ADJUSTMENT**

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#### **CALL TO ORDER & ROLL CALL**

**Board Members**

Chair Bill Foulds, Jr.  
Taline Manassian  
Wade King  
Geoffrey Tahuahua  
Travis Crow  
Sherrie Parks

**BOARD OF ADJUSTMENT AGENDA**

- 1. Public hearing, discussion, and decision for VAR2026-002: variance request to construct an accessory structure within the rear building setback at 613 Hazy Hills Loop in the Headwaters subdivision development. Applicant: Carlos Castillo on behalf of Corey King, property owner.**

a. Applicant Presentation

Carlos Castillos with 37<sup>th</sup> Aluminum spoke on behalf of the property owner, requesting a variance to construct a pergola within the setback.

b. Staff Report

Senior Planner Sara Varvarigos presented the staff report and recommended denial of the variance request.

Planning & Zoning Chair Mim James presented on behalf of the Planning & Zoning Commission and recommended denial of the variance request.

c. Public Hearing

No one spoke during the public hearing.

d. Variance

Mayor Foulds called for a 5 minute recess to allow staff to review a potential timeline should this item be postponed. The recess began at 7:11 p.m. and ended at 7:18 p.m.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to refer this item back to the Planning & Zoning Commission with an understanding that there is going to be a new submittal.

The motion carried 4 to 1, with Council Member Crow voting nay.

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**CITY COUNCIL**

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**PRESENTATION OF CITIZENS**

No one spoke during the Presentation of Citizens.

*A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

## **PROCLAMATIONS & PRESENTATIONS**

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

- 2. A Proclamation of the City of Dripping Springs proclaiming April 13-20, 2026 as "International Dark Sky Week". Sponsor: Council Member Wade King**

The International Dark Sky Week Proclamation was read by Council Member King and presented to City Administrator Michelle Fischer, Parks and Community Services Director Andy Binz, and Building Official Shane Pevehouse.

## **CONSENT AGENDA**

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

- 3. Approval of the February 17, 2026 City Council Regular Meeting Minutes.**
- 4. Approval of the March 3, 2026 City Council Workshop - Special Meeting Minutes.**
- 5. Approval of the March 3, 2026 City Council Regular Meeting Minutes.**
- 6. Approval of the February 2026 Treasurer's Report. Deputy City Administrator, Shawn Cox**
- 7. Approval of an amendment extending the term of an existing Agreement between the City of Dripping Springs and HDR Engineering Inc. for Easement Acquisition Services related to Texas Water Development Board Projects to May 21, 2028. Sponsor: Mayor Bill Foulds, Jr.**
- 8. Approval of Amendment No 3 to Task Order 1 of a Professional Services Agreement between HDR Engineering Inc. and the City of Dripping Springs for total work**

**authorization increase regarding Texas Water Development Board East Interceptor Project.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve Consent Agenda items 3 through 8.

The motion to approve carried unanimously 5 to 0.

## BUSINESS AGENDA

- 9. Update on the Mercer Street Paseo Project.** *Sponsor: Mayor Pro Tem Taline Manassian. Presenter: Keenan Smith, TIRZ Project Manager*

This update was presented by TIRZ Project Manager Keenan Smith.

No action was taken. The presentation is on file.

- 10. Discussion and possible action on a request for credit or reimbursement from Edison Equity for Building Permit fees in the amount of \$132,714.47 for the Skye Headwaters construction application from 2019.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Council Member Crow and seconded by Council Member Parks, to give a \$75,000 credit to Edison Equity for building permit fees.

The motion carried unanimously 5 to 0.

- 11. Discussion and possible action regarding a policy governing political candidate and political party participation, signage, and speech activities during the Founders Day Festival.** *Sponsor: Council Member Sherrie Parks*

A motion was made by Council Member Parks and seconded by Mayor Pro Tem Manassian, to adopt the policy governing political candidate and political party participation, signage, and speech activities during the Founders Day Festival for 2026.

The motion carried 4 to 1, with Council Member Tahuahua voting nay.

- 12. Discussion and possible action on a proposed Texas Disposal Systems Rate Adjustment.**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member King, to approve the TDS rate adjustment as presented.

The motion to approve carried unanimously 5 to 0.

- 13. Public hearing, discussion, and possible action on an Ordinance of the City of Dripping Springs, Texas, amending the 2025-2026 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.**

- a. Staff Report

The staff report was presented by Deputy City Administrator Shawn Cox.

b. Public Hearing

No one spoke during the Public Hearing.

c. Possible Action on Budget Ordinance

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve the ordinance amending the 2025-26 Fiscal Year Budget.

The motion to approve carried unanimously 5 to 0.

## CLOSED SESSION

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua to go into Closed Session for items 14 through 16, under sections 551.071, 551.072, and 551.074.

The motion carried unanimously 5 to 0.

Closed Session began at 9:52 p.m.

*The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), 551.0761 (Deliberation Regarding Critical Infrastructure Facility), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.*

- 14. Consultation with attorney and deliberation regarding interlocal agreements concerning the application and enforcement of City ordinances and property acquisition.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*).
- 15. Consultation with attorney and deliberation regarding financing and real property for parcels involved in current and potential TIRZ Priority Projects including Old Fitzhugh Road, Town Center/Civic Complex, Stephenson Building, and other strategic real property acquisitions related to current and potential TIRZ Priority Projects.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*).
- 16. Deliberation on the appointment, employment, renumeration, evaluation, reassignment, and duties of the Utilities Director.** (*Deliberation Regarding Personnel, 551.074*).

Closed Session ended at 10:08

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to pull item 16 out of Closed Session into Business Session.

The motion carried unanimously 5 to 0.

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to approve the appointment for Utilities Director and extend an offer letter as discussed in Closed Session.

The motion to approve carried unanimously 5 to 0.

**ADJOURN**

A motion was made by Council Member King and seconded by Council Member Parks, to adjourn the meeting.

The motion carried unanimously 5 to 0.

The meeting was adjourned at 10:10 p.m.

***APPROVED ON:   Month, XX, 202X***

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*Bill Foulds, Jr., Mayor*

***ATTEST:***

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*Diana Boone, City Secretary*



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

**Submitted By:** Diana Boone, City Secretary

**Council Meeting Date:** May 19, 2026

**Agenda Item Wording:** **Approval of the appointment of Pamela Weinhammer and the reappointment of of Dean Erickson and Gwyn Sommerfeld to the Historic Preservation Commission for a (2) two year term ending June 30, 2028, and the reappointment of Dean Erickson as chair for a (1) one year term ending June 30, 2028.**

**Agenda Item Requestor:** Michelle Fischer, City Administrator & Commission Liaison

**Summary/Background:** The Historic Preservation Commission (HPC) is a 7 member commission tasked with making recommendations to City Council regarding Historic Preservation Items including but not limited to designation of historic places, preparation of historic district guidelines and review of concept site plans with all historic zoning districts. The HPC is also responsible for the review and approval or denial of Certificates of Appropriateness in the Historic Districts.

**Membership**

The city council shall endeavor, to the extent reasonably available, to appoint members from the following categories:

- (A) Architect, planner or design professional;
- (B) Historian;
- (C) Licensed real estate broker or appraiser;
- (D) Attorney at law;
- (E) Owner of a landmark property or property in a historic district;
- (F) Member of the Hays County Historical Society;
- (G) Archaeologist;
- (H) Geographer;
- (I) Anthropologist; and/or
- (J) Member of the planning and zoning commission

There are three (3) members with terms expiring on June 30, 2026. Two members have requested to be reappointed to the commission, including the chair. One (1) member, Haley Hunt, did not seek reappointment. The commission chair and vice chair were sent current applications and interviewed 2 candidates. Of the 2 candidates interviewed, they are recommending Pam Weinhammer. Application is in packet.

**Current Members**

Chair, Dean Erickson	06/30/2026	HD Business Owner
Vice Chair, Ashley Bobel	06/30/2027	Real Estate Broker
Delbert Bassett	06/30/2027	Hays Co. Historical Commission
Richard Moore	06/30/2027	Architect
Haley Hunt	06/30/2026	HD Business Owner
Steve Mallet	06/30/2027	HD Property Owner
Gwyn Sommerfeld	06/30/2026	HD Property Owner

**Commission  
Recommendations:**

Chair Erickson recommends the appointment of Pam Weinhammer

**Recommended  
Council Actions:**

Staff recommends approval.

**Next Steps/Schedule:**

1. Update website
2. Send Welcome Email



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

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**Submitted By:** Lisa Sullivan, People & Communications Director  
 Chase Winburn, Human Resources Director

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**Council Meeting Date:** May 19, 2026

**Agenda Item Wording:** Approval of the job title change of the Content Marketing Specialist to Marketing Coordinator. *Sponsor: Mayor Pro Tem Taline Manassian*

**Agenda Item Requestor:** Lisa Sullivan

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**Summary/Background:** This a proposed change in job title from **Content Marketing Specialist** to **Marketing Coordinator**, reflecting how the position has naturally evolved over time. While the role originally emphasized content development, it now supports a wider range of marketing and coordination activities, particularly related to Citywide events and community engagement efforts. The position regularly works with multiple departments to plan, promote, and support City-sponsored events, manage timelines, and ensure consistent messaging across various platforms. The updated title more accurately describes the day-to-day responsibilities and collaborative nature of the work.

Using the **Marketing Coordinator** title also aligns the position with commonly used classifications in municipal government and peer agencies, providing clearer expectations for recruitment and internal understanding. As the City's outreach and event programming have expanded, the role has become a key point of coordination rather than a solely content-focused position. This administrative adjustment improves clarity and accuracy without changing the overall purpose of the position, and in addition, has no fiscal impact.

**Commission  
 Recommendations:**

**Recommended  
 Council Actions:** Recommended approval

**Attachments:**

Marketing Coordinator Job Description,  
Proposed People and Communications Organizational Chart

**Next Steps/Schedule:**

City Administrator will finalize the approved job description and send letter to employee regarding title change.



## MARKETING COORDINATOR

Full-Time Exempt

### A. General Purpose

Under general direction of the People & Communications Director, the Marketing Coordinator plans, coordinates, implements, and evaluates the City's marketing, communications, branding, and public engagement activities across digital, print, web, social media, and event-related platforms to grow an audience, build brand awareness, and boost attendance at all City external functions and events.

This position supports internal and external communications and related public relations initiatives; develops and distributes content consistent with City priorities, branding standards, and supervisory direction; and performs duties in compliance with applicable federal, state, and local law and City policy. The Marketing Coordinator also works with the Director to facilitate internal and external marketing, communications, and public relations initiatives for the City.

The Marketing Coordinator understands that marketing combines strong storytelling through written and visual content with the analysis of performance data to evaluate what works and what needs to be improved. The Marketing Coordinator exercises discretion and independent judgment with respect to communications, messaging, media responses, and related public-facing materials.

### B. Essential Duties and Responsibilities

1. Develops, coordinates, publishes, monitors, and evaluates social media communications and content marketing for the City in coordination with the People & Communications Director and Division/Department heads, consistent with City priorities, branding standards, and supervisory direction.

2. Develops social media strategies and campaigns for the City's social media accounts, growing our audience through story telling that's authentic, engaging, and tailored to the City's audience.
3. Creates positive content that educates, informs, entertains, and inspires. Uses content marketing strategies to attract, engage, and retain an audience by creating and sharing relevant information, articles, videos, podcasts, blogs, infographics, and other media to establish expertise, promote brand awareness, and keep residents and businesses of the City of Dripping Springs informed on all city business and events.
4. Assists with administration of assigned marketing and promotional budgets in accordance with City purchasing policies and budgetary controls; tracks relevant performance data and analyzes the effectiveness of City social media and marketing campaigns
5. Evaluates the quality, consistency, accessibility, and effectiveness of the City's communication channels and implements improvements as directed or as operationally appropriate.
6. Monitors designated City communication channels and responds or routes public inquiries in accordance with City policy, departmental procedures, and supervisory direction.
7. Coordinates with the City Attorney, supervisor, and other appropriate personnel regarding legal and policy issues affecting communications and marketing activities, including privacy, defamation, intellectual property, records retention, and public information matters.
8. Maintains and updates content on the City's website and related subsites in accordance with City standards, accessibility requirements, and supervisory direction.
9. Assists with additional communication and marketing functions, including email communications, contact list maintenance, and related outreach activities, in accordance with applicable law and City policy.
10. Designs, coordinates, and produces internal and external branded materials, including but not limited to business cards, letterhead, e-signatures, newsletters, posters, flyers, signage, and related materials, consistent with City branding standards and approval processes.

11. Serves as a backup to the People & Communications Director and assists with external and internal communications, media relations, branding, graphic design, promotions, advertising, and related communication functions.
12. Develops and coordinates marketing materials and related communication items for City-sponsored community events and assists with associated planning, coordination, organization, and administrative support.
13. Designs, coordinates, and produces guides and promotional materials for Parks & Community Services programs, initiatives, and events, including print and digital materials.
14. Helps with public relations and public communication efforts for City and Parks and Community Services projects, programs and major initiatives.
15. Coordinates public communications and community engagement efforts using approved digital platforms, software, and communication tools designated by the City.
16. Exercises discretion and independent judgment with respect to matters related to communications and media responses.
17. Maintains regular and punctual attendance; reports to work as scheduled; and works evenings, weekends, holidays, special events, and meetings as required by operational needs and supervisory direction.
18. Coordinates with vendors, contractors, and service providers used by the City for the development, production, purchase, and distribution, promotional items, and other communication tools, in accordance with City purchasing policies and procedures.
19. Observes, follows, and promotes compliance with applicable federal, state, and local law, City policy, records retention requirements, public information requirements, accessibility requirements, copyright and intellectual property requirements, and applicable technology-use and security procedures.
20. Maintains passwords, account access information, and other sensitive information in accordance with City policy and applicable law.
21. Uses City-issued equipment, software, systems, and communication tools properly and in accordance with City policy.
22. Travels to various destinations in and out of the City.

23. Ability to establish, maintain, and foster positive, professional, and effective working relationships with employees, City officials, media representatives, vendors, residents, and members of the public.
24. Ability to handle sensitive information appropriately and maintain confidentiality in accordance with applicable law and City policy.
25. Performs related duties as assigned.

### **C. Necessary Knowledge, Skills, and Abilities**

1. Understanding and experience in content creation for social media.
2. Bachelor's degree in journalism, public relations, communications, public administration, or a closely related field preferred; or an equivalent combination of education and relevant experience sufficient to successfully perform the essential duties of the position.
3. Ability to communicate effectively orally and in writing.
4. Working knowledge of relevant design, publishing, video, web, and communication software, including Adobe Creative Suite and similar tools used by the City.
5. Ability to use graphic design and content-creation tools, including approved City platforms, while maintaining compliance with City branding guidelines, review procedures, and protocols.
6. Ability to create and edit social media videos.
7. Ability to establish and maintain effective working relationships with employees, City officials, media representatives, vendors, and the public.
8. Ability to perform routine administrative, clerical, and document-processing tasks associated with the position.
9. Skill in exercising sound judgment, tact, diplomacy, and professionalism.

### **D. Tools and Equipment Used**

Personal computer, including word processing, spreadsheet, presentation, design, publishing, website, social media management, analytics, video editing, and email software; phone; printer; copy machine; camera equipment; and other office, event, and communication equipment used in the performance of assigned duties.

## **E. Special Requirements**

1. A valid Texas driver's license and acceptable driving record, if driving is required by the City.
2. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of the position.
3. Work is performed primarily in office and event settings, with travel to various City locations and venues as needed
4. While performing the duties of this job, the employee is regularly required to sit, stand, walk, talk, hear, use hands and fingers, and operate office and communication equipment.
5. The employee may be required to lift, carry, transport, set up, or move boxes, signage, printed materials, and other equipment or supplies associated with meetings, events, or marketing activities, with or without reasonable accommodation.
6. The employee may occasionally work outdoors and in varying weather conditions in connection with City meetings, events, and promotional activities.

## **F. Work Hours**

Core work hours are generally between 8:00 a.m. and 5:00 p.m., including one hour for lunch, Monday through Friday, except holidays, unless otherwise directed. This is a full-time exempt position. Additional hours on evenings, weekends, holidays, and during special events, meetings, or emergencies may be required subject to the direction of the People & Communications Director or other authorized supervisor. Work schedules may be adjusted based on operational needs. Any compensatory time or other schedule adjustment must be approved in advance whenever practicable and administered in accordance with applicable law and City policy.

## **G. Salary**

Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

## **H. Benefits**

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

## I. Equal Opportunity Employer

The City is an equal opportunity employer and makes employment decisions in accordance with applicable federal, state, and local law. The City prohibits discrimination and harassment as provided by law and City policy. Applicants or employees needing an accommodation in the application or hiring process should contact the Human Resources Director, Chase Winburn at (512) 502-8313.

**Please note:** This Job Description is not a contract and does not alter the at-will nature of employment. The City reserves the right to revise this job description, assign or reassign duties, change work schedules, and modify job requirements consistent with applicable law and City policy. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Job Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.

*The statements contained in this job description are intended to describe the general nature and level of work being performed and are not intended to be an exhaustive list of all responsibilities, duties, skills, or working conditions required.*



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

**Submitted By:** Lily Sellers, Dripping Springs Ranch Park Manager

**Council Meeting Date:** May 19<sup>th</sup>, 2026

**Agenda Item Wording:** Discuss and consider approval of the Co-Sponsorship Agreement between the City of Dripping Springs and Carrie Isaac for July 4<sup>th</sup> Fire in the Sky Event. *Sponsor: Council Member Sherrie Parks*

**Agenda Item Requestor:** Lily Sellers

**Summary/Background:** The Isaac Family has previously hosted Fire in the Sky at Dripping Springs Ranch Park and they are hoping to bring it back for July 4<sup>th</sup>, 2026. This Co-Sponsorship agreement covers her firework donation to the public portion of the event. She will be completing a DSRP Rental Agreement for the private event hosted.

**Commission Recommendations:** Approved by the DSRP Board

**Recommended Council Actions:** Staff recommends approval of the 2026 Fire in the Sky Co-Sponsorship Agreement

**Attachments:** 2026 – Fire in the Sky Co-Sponsorship Agreement

**Next Steps/Schedule:** Execute Contract

## FIRE IN THE SKY CO-SPONSORSHIP AGREEMENT

This **Fire in the Sky Co-Sponsorship Agreement** (“**Agreement**”) is entered into effective as of \_\_\_\_\_, (the “**Effective Date**”), by and between the **City of Dripping Springs, Texas**, a Texas general law municipality (the “**City**”), and **Carrie Isaac**, an individual (the “**Co-Sponsor**”). The City and Co-Sponsor may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

### Recitals

- A. The City hosts and supports various community events in Dripping Springs, Texas.
- B. The Parties desire to collaborate on the public portion of the **Fire in the Sky/Fourth of July Fireworks Event** to be held at **Dripping Springs Ranch Park and Event Center** on or about **July 4, 2026** (the “**Event**”), subject to the terms and conditions of this Agreement;
- C. The Parties recognize the importance of establishing clear terms to protect public safety, City property, and the City’s financial and operational interests; and
- D. Co-Sponsor acknowledges that the City is entering into this Agreement in reliance on Co-Sponsor’s obligations, representations, insurance, payment, and compliance with all applicable laws and City requirements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Co-Sponsor agree as follows:

- 1. **Scope of Agreement.** This Agreement applies only to Co-Sponsor’s use of City property and City support for the public portion of the Event at Dripping Springs Ranch Park and Event Center. This Agreement does not grant Co-Sponsor any right to use City property for any private event or activity except as expressly stated in this Agreement or in a separate written rental agreement approved by the City.
- 2. **City Obligations.** The City’s obligations are limited to the following, unless otherwise approved in writing by the City Administrator:
  - (i) displaying a banner for the Event at the intersection of U.S. Highway 290 and Ranch Road 12, subject to City approval of the banner content, size, placement, and timing;
  - (ii) posting the Event on the City’s website calendar and City social media sites, subject to City approval of the content and timing of such postings; and
  - (iii) recognizing Co-Sponsor as the title sponsor for the Event.
- (b) The City does not assume responsibility for Event production, Event management, vendor coordination, fireworks operations, crowd control, traffic control, safety planning, cleanup, or any other obligation not expressly stated in this Agreement.

3. **Co-Sponsor Payment Obligation.**

- (a) Co-Sponsor shall pay the City a flat rate of Five Thousand and No/100 Dollars (\$5,000.00) for the public portion of the Event. This amount covers City staff labor for Dripping Springs Ranch Park staff, consumables, and equipment rental related to the public portion of the Event.
- (b) Co-Sponsor shall pay the \$5,000.00 flat rate no later than May 29, 2026, unless the City Administrator approves a different deadline in writing. The City may condition any Event approval, site access, City promotion, or City support on timely receipt of this payment.

4. **Additional City Costs; After-Event Invoice.** Co-Sponsor shall be responsible for any additional staff hours, labor, equipment, repair, replacement, or other costs incurred by the City due to excessive setup, excessive cleanup, damage, failure to comply with this Agreement, or Event conditions exceeding the City's ordinary expectations for the public portion of the Event. The City may invoice Co-Sponsor after the Event for such additional costs, and Co-Sponsor shall pay the invoice within thirty (30) days after receipt.

5. **No City Obligation to Pay Event Costs.** Except for the City obligations expressly stated in Section 2, Co-Sponsor is solely responsible for all costs, expenses, vendors, contractors, permits, licenses, security, traffic assistance, safety measures, insurance, taxes, fees, and obligations associated with the Event. The City shall not be responsible for any cost overrun, price escalation, surcharge, vendor invoice, third-party claim, or expense incurred by Co-Sponsor.

6. **Security and Traffic Assistance.**

- (a) Co-Sponsor shall, at Co-Sponsor's sole cost, arrange for and provide three (3) uniformed peace officers to provide security and traffic assistance for the public portion of the Event. The officers required by this Agreement are separate from and in addition to any uniformed officers required for Co-Sponsor's private event under any separate rental agreement.
- (b) Co-Sponsor shall provide the City with written confirmation of the officers' engagement, schedule, and assignment no later than ten (10) days before the Event. The City may require additional security, traffic control, emergency access, or public safety measures if the City determines such measures are necessary or appropriate for public safety.

7. **Event Specifications; City Approval.**

- (a) Co-Sponsor shall provide the City, in a form acceptable to the City, all Event specifications requested by the City, including without limitation:
  - (i) a fire prevention and control plan;
  - (ii) a fireworks inventory;

- (iii) a site plan;
  - (iv) a vendor list;
  - (v) a traffic and parking plan;
  - (vi) security and emergency access information;
  - (vii) evidence of all required permits, licenses, and approvals; and
  - (viii) such other information as the City reasonably requests.
- (b) The City may approve, reject, condition, or require revisions to any Event specification in the City's discretion, acting reasonably. Co-Sponsor shall not proceed with any portion of the Event requiring City approval unless and until such approval has been provided in writing.
8. **Permits, Laws, and Regulatory Compliance.** Co-Sponsor shall comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances, permits, licenses, and orders, including those relating to fireworks, fire prevention, food service, vendors, public safety, traffic, accessibility, alcohol, sanitation, and use of public property. Participants, vendors, and contractors in the Event shall obtain all itinerant vendor licenses, temporary food establishment permits, mobile food unit permits, and other permits or approvals required by applicable law or City policy.
9. **Fireworks and Public Safety.** Co-Sponsor shall take all reasonable and necessary steps to protect public safety and prevent fire damage, personal injury, property damage, and interference with emergency access. Co-Sponsor shall ensure that all fireworks-related activities are conducted only by properly licensed and qualified persons and in compliance with all applicable laws and approvals. The City may suspend, cancel, or require modification of fireworks activities if the City determines that safety, weather, drought, fire conditions, operational concerns, or legal requirements warrant such action.
10. **No Political Advertising.** Because the Event is held on City property, Co-Sponsor shall ensure that no political advertising, as defined by the Texas Election Code, occurs at the Event or appears on any signage, advertising, promotional materials, or communications for the Event.
11. **Site Maintenance; Damage; Cleanup.**
- (a) Co-Sponsor shall not commit waste or damage City property, facilities, fixtures, equipment, grounds, parking areas, or rights-of-way. Co-Sponsor shall exercise reasonable care and due diligence to avoid harm to City property and shall ensure that all trash and waste are placed in City-approved containers or otherwise removed as directed by the City.

- (b) Co-Sponsor shall be responsible for all damage, excessive cleanup, repair, replacement, or restoration costs arising out of or related to Co-Sponsor's Event activities, vendors, contractors, employees, invitees, attendees, or failure to comply with this Agreement.
12. **Independent Contractor.** Co-Sponsor is an independent contractor and is not an agent, employee, partner, joint venturer, or representative of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources, employees, contractors, vendors, volunteers, and Event participants. Co-Sponsor has no authority to bind the City or represent that Co-Sponsor may act on behalf of the City.
13. **Employees, Contractors, Vendors, and Volunteers.** Co-Sponsor shall ensure that Co-Sponsor's employees, contractors, subcontractors, vendors, volunteers, and other persons acting on Co-Sponsor's behalf comply with this Agreement. At the City's request, Co-Sponsor shall provide adequate evidence of any required licensing, insurance, qualifications, or authorization for such persons.
14. **Insurance.**
- (a) Co-Sponsor shall obtain and maintain the insurance required by **Attachment "A"** and any additional insurance reasonably required by the City based on the Event activities. The City shall be named as an additional insured on all applicable policies. Co-Sponsor shall provide certificates of insurance and required endorsements to the City upon execution of this Agreement and no later than ten (10) days before the Event.
- (b) The City may withhold approval, deny site access, suspend performance, or cancel the Event if Co-Sponsor fails to provide acceptable evidence of required insurance. Co-Sponsor waives rights of recovery against the City to the extent covered by insurance or required by this Agreement.
15. **Indemnification.**
- (a) DESPITE ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND IN ACCORDANCE WITH APPLICABLE LAW AND THE TEXAS CONSTITUTION, THE CITY DOES NOT AGREE TO INDEMNIFY CO-SPONSOR OR ANY OTHER PERSON FOR ANY EXPENSE, CLAIM, DAMAGE, LOSS, LIABILITY, OR COST IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE EVENT.

- (b) TO THE FULLEST EXTENT PERMITTED BY LAW, CO-SPONSOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE EVENT, CO-SPONSOR'S USE OF CITY PROPERTY, CO-SPONSOR'S BREACH OF THIS AGREEMENT, OR THE ACTS OR OMISSIONS OF CO-SPONSOR OR CO-SPONSOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, VENDORS, VOLUNTEERS, INVITEES, ATTENDEES, OR ANYONE ACTING UNDER CO-SPONSOR'S DIRECTION OR CONTROL, EXCEPT TO THE EXTENT CAUSED BY THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
16. **Duration.** This Agreement becomes enforceable when signed by both Parties and remains in effect until all duties and obligations under this Agreement are fully satisfied, unless earlier terminated as provided herein. Obligations that by their nature should survive termination, including payment, reimbursement, insurance, indemnification, damage, cleanup, public records, governing law, venue, and dispute provisions, shall survive termination.
17. **Termination by City.**
- (a) The City may terminate this Agreement, suspend the Event, deny use of City property, or withdraw City support upon written notice to Co-Sponsor if:
- (i) Co-Sponsor fails to make any required payment when due;
  - (ii) Co-Sponsor fails to provide acceptable insurance;
  - (iii) Co-Sponsor fails to provide required Event specifications, permits, licenses, security, or safety information;
  - (iv) the City determines that proceeding with the Event may create an unacceptable public safety, fire, weather, operational, legal, financial, or reputational risk;
  - (v) Co-Sponsor breaches this Agreement; or
  - (vi) termination is required or advisable due to governmental order, emergency, drought, burn ban, severe weather, natural disaster, or other circumstances affecting the City or the Event.
- (b) Termination shall not release Co-Sponsor from any payment, reimbursement, indemnification, insurance, cleanup, damage, or other obligation accrued before termination or arising from Co-Sponsor's acts or omissions.

18. **Termination by Either Party.** In addition to the City’s termination rights, this Agreement may be terminated by mutual written consent of the Parties. Either Party may terminate this Agreement without prejudice by written notice to the other Party delivered at least thirty (30) days before the Event. Termination shall not prohibit or impair a claim based on breach of this Agreement.
19. **Force Majeure.**
- (a) Neither Party shall be liable for delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected Party promptly notifies the other Party in writing and uses diligent efforts to resume performance. A “Force Majeure Event” means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, pandemics, natural disasters, governmental actions prohibiting performance, severe weather, state of public emergency, or strike, but excluding changes in market conditions, increases in costs, shortage of funds, vendor nonperformance, subcontractor delays, or Co-Sponsor’s failure to arrange required staffing, security, insurance, permits, or approvals.
  - (b) No Force Majeure Event shall entitle Co-Sponsor to a refund, price increase, additional compensation, or extension except as expressly approved by the City in writing. If a Force Majeure Event prevents or materially affects performance, the City may terminate this Agreement without liability, penalty, or further obligation.
20. **Allocation of Price Risk.** Co-Sponsor assumes all risk of cost increases, including increases in labor, materials, fuel, transportation, equipment, insurance, security, vendors, fireworks, supplies, tariffs, duties, taxes, or governmental assessments. Under no circumstances shall the City be responsible for any price escalation, surcharge, or increased cost incurred by Co-Sponsor.
21. **Mandatory Disclosures and Government Contract Requirements.**
- (a) Texas law requires certain disclosures and certifications. Prior to the Effective Date, Co-Sponsor shall submit to the City a completed Conflict of Interest Questionnaire form approved by the Texas Ethics Commission, if required by Texas Local Government Code Chapter 176.
  - (b) Co-Sponsor represents and confirms that Co-Sponsor is in compliance with all Texas requirements related to government contracts, including, as applicable: (a) no boycott of Israel; (b) not being listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (c) no policy or practice of discriminating against firearm entities or firearm trade associations; (d) no boycott of energy companies; and (e) all other applicable Texas law and disclosure requirements.

- 22. **Public Information.** Co-Sponsor acknowledges that the City is a governmental body subject to the Texas Public Information Act. The City shall have no obligation to assert confidentiality for information submitted by Co-Sponsor except as required by applicable law. Co-Sponsor is responsible for clearly identifying any information Co-Sponsor believes may be confidential or proprietary, but the City’s obligations shall be governed by applicable law.
- 23. **Assignment.** Co-Sponsor may not assign, delegate, transfer, or subcontract any right or obligation under this Agreement without the City’s prior written consent. Any attempted assignment, delegation, transfer, or subcontract without the City’s prior written consent is void. Nothing in this Agreement gives any rights or benefits to any person other than the City and Co-Sponsor.
- 24. **Notices.**
  - (a) All notices required or permitted under this Agreement shall be in writing and shall be delivered in person, by email with confirmation of transmission, or by deposit in the United States mail, postage prepaid, addressed as follows:

<p><b>To the City:</b>  City of Dripping Springs  Attn: City Administrator  PO Box 384  Dripping Springs, TX 78620</p>	<p><b>To Co-Sponsor:</b>  Carrie Isaac  100 Commons Road, Suite 7-125  Dripping Springs, TX 78620</p>
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  - (b) Either Party may change its notice address by providing written notice to the other Party. Notice is deemed received upon delivery if delivered in person, upon confirmation of transmission if delivered by email, and three (3) days after deposit in the U.S. mail if mailed.
- 25. **Entire Agreement; Priority.** This Agreement, including all attachments, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, or understandings, whether oral or written. If there is a conflict between this Agreement and any attachment, this Agreement controls.
- 26. **Amendment.** This Agreement may be amended or modified only by a written instrument signed by both Parties. No City employee, officer, official, contractor, or representative may orally modify this Agreement or waive any requirement of this Agreement.
- 27. **Severability.** If any provision of this Agreement is held invalid, illegal, void, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law. The Parties agree to amend this Agreement to replace any invalid provision with a valid provision that most closely reflects the intent of the invalid provision.

28. **Waiver.** No waiver of any provision of this Agreement is effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach constitutes a waiver of any later breach of the same or any other provision.
29. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any legal action arising out of or related to this Agreement shall be in a court of competent jurisdiction located in Hays County, Texas. No dispute arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both Parties agree in writing to submit a specific dispute to arbitration or mediation after such dispute arises.
30. **Consequential Damages.** Neither Party shall be liable to the other for loss of profits or revenue, loss of use or opportunity, loss of goodwill, cost of substitute facilities, goods, or services, cost of capital, or any special, consequential, indirect, punitive, or exemplary damages. This limitation shall not limit Co-Sponsor's payment, reimbursement, repair, replacement, cleanup, insurance, or indemnification obligations under this Agreement.
31. **No Waiver of Immunity; No Debt.** Nothing in this Agreement waives or shall be construed to waive any immunity or defense of the City, including governmental immunity, sovereign immunity, official immunity, or any other immunity or defense available under law. Nothing in this Agreement creates a debt of the City in violation of the Texas Constitution or applicable law.
32. **Multiple Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which is considered an original and all of which together constitute one instrument. Signatures transmitted electronically or by facsimile shall be effective as originals.

**CITY OF DRIPPING SPRINGS**

**CARRIE ISAAC**

## ATTACHMENT "A"

**CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS:**

Parties providing goods, materials or services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein.

All insurance and certificate(s) of insurance shall contain the following provisions:

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

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

**Certificates and Endorsements**

Certificates of Insurance evidencing all required insurance coverages, together with additional insured endorsements and waiver of subrogation endorsements where applicable, shall be submitted to the City upon execution of this Agreement and no later than ten (10) days before the Event. Copies of any modifications, amendments, renewals, cancellations, non-renewals, or terminations of any coverage shall be promptly submitted to the City.

**Type of Contract and Amount of Insurance**

Co-Sponsor shall maintain at least the following coverage:

- (a) **Workers' Compensation Insurance** as required by Texas law, if Co-Sponsor has employees.
- (b) **Commercial General Liability Insurance** with minimum limits of **\$500,000 per occurrence** for bodily injury, personal injury, and property damage.
- (c) **Automobile Liability Insurance** with a minimum limit of **\$500,000 combined single limit**.
- (d) **Any additional insurance required by the City** based on Event activities, fireworks operations, vendors, contractors, alcohol, food service, crowd size, or other risk factors associated with the Event.



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

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**Submitted By:** Lily Sellers, Dripping Springs Ranch Park Manager

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**Council Meeting Date:** May 19<sup>th</sup>, 2026

**Agenda Item Wording:** Discuss and consider approval of Professional Services & Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park. *Sponsor: Council Member Sherrie Parks*

**Agenda Item Requestor:** Lily Sellers

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**Summary/Background:** After a successful Haunted House event last year, Hell Country Haunts would like to host their annual Haunted House at Dripping Springs Ranch Park again this year. This will be the 6<sup>th</sup> year for Hell Country Haunt to host their haunt onsite.

**Commission Recommendations:** Approved by the DSRP Board

**Recommended Council Actions:** Staff recommends approval of the 2026 Hell Country Haunt Agreement

**Attachments:** 2026 – Hell Country Haunt Professional Services & Use Agreement

**Next Steps/Schedule:** Execute Contract

## HAUNTED HOUSE AND HAYRIDE USE AGREEMENT

This **Haunted House and Hayride use Agreement** (“**Agreement**”) is entered into effective as of \_\_\_\_\_, (the “**Effective Date**”), by and between the **City of Dripping Springs, Texas**, a Texas general law municipality (the “**City**”), and **Hell Country Productions, Inc.**, (the “**Contractor**”). The City and Contractor may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

### Recitals

- A. The City owns, operates, or manages the Dripping Springs Ranch Park Event Center and desires to make limited space available for a seasonal haunted house and hayride attraction, subject at all times to City approval, public safety requirements, facility rules, applicable law, and the terms of this Agreement.
- B. Contractor desires to construct, staff, provide, and operate a temporary haunted house attraction and related hayride transportation service for the public at the Dripping Springs Ranch Park Event Center.
- C. Contractor represents that it has the experience, personnel, volunteers, equipment, judgment, and resources necessary to safely and professionally provide the attraction and related services contemplated by this Agreement.
- D. The Parties intend this Agreement to be an evergreen, city-friendly professional use agreement and not a lease, partnership, joint venture, employment agreement, or co-sponsorship agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Project Summary; Standard of Care.** Contractor shall provide a temporary Haunted House and Hayride Attraction at the Dripping Springs Ranch Park Event Center (the “**Attraction**”). The Attraction includes the construction and operation of a temporary haunted house set and the operation of a hayride to transport patrons from parking areas to the haunted house. Contractor shall perform all obligations under this Agreement in a timely, courteous, professional, safe, and workmanlike manner consistent with applicable laws, generally accepted industry standards, and City requirements for public events and facility use.
2. **Evergreen Term; No Fixed Expiration Date.** The term of this Agreement begins on the Effective Date and continues year-to-year until terminated in accordance with this Agreement. This Agreement has no fixed expiration date. Each calendar year during the term of this Agreement is an “**Agreement Year.**” Completion of a particular year’s Attraction, final payment, final accounting, move-out, cleanup, restoration, delivery of incident reports, and delivery of required post-event documentation does not terminate this Agreement unless a Party terminates it as provided herein.

3. **Annual Schedule; Default Six Operating Days.** For each Agreement Year, the default schedule shall include **six (6) operating days** for the Attraction, unless the Parties mutually agree in writing to more or fewer operating days for that Agreement Year. The specific on-site setup period, move-out deadline, operating dates, and operating hours for each Agreement Year shall be determined annually by mutual written agreement of the Parties and shall be subject to City approval. Contractor may not advertise any event date or time as final, begin setup, operate the Attraction, or conduct move-out except during the periods approved in writing by the City for the applicable Agreement Year.
4. **Annual Approvals and Pre-Opening Requirements.** Before each Agreement Year's public advertisement, ticket sales, setup, construction, or operation, Contractor shall obtain City approval of the annual schedule and all City-required plans, inspections, insurance certificates, security arrangements, emergency planning, traffic controls, signage, lighting, hayride equipment, route, loading and unloading areas, and any other pre-opening requirements. The annual schedule may be adjusted for safety, weather, staffing, facility availability, emergency conditions, City operations, or other City-approved reasons.
5. **City Control; No Leasehold Interest.** This Agreement grants Contractor only a limited, revocable, non-exclusive right to use approved portions of City property during the City-approved setup, operation, and move-out periods for each Agreement Year. This Agreement does not create a lease, easement, possessory interest, property interest, franchise, or exclusive right to use City property. The City retains ultimate control over the premises and may issue reasonable directions relating to public safety, facility protection, patron flow, parking, weather, emergency conditions, City operations, and compliance with this Agreement.
6. **Contractor Duties.** Contractor is responsible for planning, construction, staffing, volunteer coordination, operation, safety coordination, and removal of the Attraction. Contractor shall:
  - (a) Build a temporary set to serve as a haunted house that adheres to approved specifications and complies with the City of Dripping Springs' municipal codes and all requirements necessary to obtain proper permits and approvals. If the set is altered from the original proposed or approved submission, Contractor must obtain further written approval before commencing or continuing construction of the altered portion from the Recreation Program Manager or designee, in consultation with the City Emergency Management Coordinator.
  - (b) Represent the City and the Attraction in a professional manner.
  - (c) Communicate progress, goals, operational needs, and issues with Parks and Community Services Management.
  - (d) Provide and maintain a safe environment for all Attraction patrons by complying with park rules, facility rules, approved operational plans, and all rules, ordinances, regulations, and laws adopted or enforced by Hays County, the City of Dripping Springs, the State of Texas, and any other governmental authority with jurisdiction.

- (e) Engage in excellent communication and customer service while working with the public.
  - (f) Submit a security plan to the City Emergency Management Coordinator for review and approval and provide proof of retained security during all hours of operation.
  - (g) Work with the City Emergency Management Coordinator and Parks and Community Services Management to create and implement an Emergency Action Plan for the Attraction.
  - (h) Provide and operate a hayride that transports patrons from parking to the haunted house. The City Emergency Management Coordinator and Parks and Community Services Management must approve the hayride vehicle, related equipment, route, and path before operation.
  - (i) Address complaints or concerns from Attraction patrons and record and submit to Parks and Community Services Management all incidents, accidents, injuries, property damage reports, safety concerns, and material complaints.
  - (j) Provide volunteers and staffing sufficient to direct Attraction patrons to correct locations and accommodate event parking, queues, loading and unloading, ticketing coordination, and safe patron movement.
  - (k) Provide flexibility for a “soft close” through on-site Attraction staff and City staff to accommodate long lines and facilitate a positive patron experience, provided that any soft close remains subject to City direction, safety requirements, staffing availability, and applicable facility limitations.
  - (l) Comply with the Traffic Control Plan prepared or approved by the City Engineer for the Attraction.
  - (m) Submit all outdoor lighting and signage for City review and obtain City approval before placement on site.
  - (n) Obtain, maintain, and comply with all permits, licenses, authorizations, approvals, inspections, and safety requirements applicable to Contractor’s work, the temporary set, the hayride, and the Attraction, except to the extent the City expressly agrees in writing to obtain a specific approval.
7. **City Duties.** Subject to this Agreement, available resources, and applicable law, the City shall:
- (a) Provide limited space at Dripping Springs Ranch Park for Contractor to construct and operate the haunted house and operate the hayride during the City-approved setup, operating, and move-out periods.

- (b) Through Parks and Community Services staff, provide customer service by staffing the Event Center Business Office during all hours of Attraction operation, provide for Attraction ticket sales through City systems or City-approved systems, and support Attraction operations as reasonably determined by the City.
  - (c) Provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for hosting the Attraction, subject to Contractor's responsibility for the safety, construction, operation, staffing, equipment, volunteers, and services under Contractor's control.
  - (d) Cause the City Engineer to prepare or approve a Traffic Control Plan for the Attraction and provide it to Dripping Springs Ranch Park Management and Contractor.
  - (e) Through Parks and Community Services Management, work with Contractor and the City Communications & Marketing Director regarding print, internet, and social media advertisements and marketing. The City Communications & Marketing Director will oversee and approve all advertising and media for the Attraction.
8. Operational Authority; Suspension. Contractor shall not open the Attraction to the public unless all City-required approvals have been satisfied to the City's reasonable satisfaction. Contractor shall promptly comply with City directions to suspend, modify, or cease any portion of the Attraction if the City determines that such action is necessary or appropriate for public safety, legal compliance, facility protection, emergency response, or the best interests of the City.
9. **Payment and Fees.**
- (a) All fees, revenue allocations, and use-fee arrangements are subject to final approval by the City Council at the recommendation of Parks and Community Services staff.
  - (b) The City will retain a use fee equal to forty percent (40%) of gross Attraction ticket-sale revenue.
  - (c) The City will pay Hays County Livestock Exposition ten percent (10%) of the City's retained revenue for use of the Expansion Event Room, if and to the extent applicable to the approved Attraction operations.
  - (d) The City will pay Contractor sixty percent (60%) of gross Attraction ticket-sale revenue collected by City staff through ticket sales. Ten percent (10%) of Contractor's revenue shall be donated to a 501(c)(3) organization of Contractor's choice.

- (e) Payment to Contractor will be accompanied by an accurate system-generated report accounting for total sales and will be made no later than seven (7) business days after the conclusion of the applicable Agreement Year's Attraction and Contractor's presence on the premises, provided that Contractor has completed move-out obligations, submitted required documentation, and is not in material default.
- (f) "Gross Attraction ticket-sale revenue" means amounts actually received from ticket sales for admission to the Attraction, excluding refunds, chargebacks, sales taxes, processing reversals, and other amounts not actually retained as ticket-sale revenue, unless otherwise approved by the City in writing.

**10. Sales Tax Exemption.** The City is exempt from payment of certain sales, use, rental, and excise taxes under Texas law. Contractor shall not include taxes in any request for payment to the City where the City is legally exempt. The City shall reasonably cooperate in providing documentation of its tax-exempt status upon request.

**11. Termination and Cancellation.**

- (a) Either Party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other Party. If either Party does not intend to continue the Agreement for the next Agreement Year, that Party should provide written notice as soon as reasonably practicable and preferably before annual scheduling, advertising, or ticket sales begin.
- (b) The City, in its sole discretion and for any reason whatsoever, may cancel this Agreement, the Attraction, or any operating date at any time and without prior notice if the City determines that the activity is not in the best interest of the City.
- (c) The City may immediately suspend or terminate Contractor's access, setup, construction, operation, or move-out activities for public safety concerns, failure to maintain required insurance, failure to comply with an approved plan, failure to follow City direction, legal noncompliance, material default, emergency conditions, weather, facility closure, or any condition that the City determines may endanger persons or property.
- (d) Upon termination, cancellation, or suspension, Contractor shall promptly comply with City directions, cease operations as directed, secure the site, protect City property, and remove Contractor's property within the time directed by the City.

**12. Insurance; Indemnity.**

- (a) Contractor shall maintain the insurance required by Attachment "A". Contractor waives rights of recovery against the City for injuries, losses, or damages sustained by Contractor, Contractor's employees, volunteers, subcontractors, agents, or invitees while performing or participating in activities under this Agreement, except to the extent caused by the City's gross negligence or willful misconduct and only to the extent such waiver is not prohibited by law.

- (b) TO THE FULLEST EXTENT ALLOWED BY LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FINES, PENALTIES, COSTS, EXPENSES, JUDGMENTS, AND ATTORNEY’S FEES ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR’S PERFORMANCE, THE ATTRACTION, CONTRACTOR’S ACTS OR OMISSIONS, OR CONTRACTOR’S VIOLATION OF LAW, THIS AGREEMENT, OR AN APPROVED PLAN, EXCEPT TO THE EXTENT CAUSED BY THE CITY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (c) The City does not waive governmental immunity and does not agree to indemnify Contractor.

13. **Notices.** Notices shall be in writing and delivered personally, by recognized courier, by acknowledged email, or by deposit in the United States mail, postage prepaid, addressed as follows:

<p><b>To the City:</b>  City of Dripping Springs  Attn: City Administrator  PO Box 384  Dripping Springs, TX 78620</p>	<p><b>To Contractor:</b>  Hell Country Productions, Inc.  Attn: Aaron Sulser  1032 Blue Ridge Dr.  Dripping Springs, TX 78620</p>
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- (b) Notice is deemed given upon personal delivery, upon confirmed courier delivery, upon acknowledged email delivery, or three (3) days after deposit in the United States mail.
- (c) Either Party may change its notice address by giving seven (7) days’ written notice to the other Party.

14. **Relationship of Parties.** Contractor is an independent contractor with respect to the City and is not an employee, officer, agent, partner, joint venturer, or representative of the City. The City will not provide fringe benefits, health insurance, paid vacation, workers’ compensation coverage, unemployment coverage, retirement benefits, or any employee benefit for Contractor, Contractor’s employees, Contractor’s subcontractors, or Contractor’s volunteers. Contractor has no authority to bind the City or incur obligations on behalf of the City.

15. **Employees, Volunteers, and Subcontractors.** Contractor is solely responsible for selecting, supervising, training, directing, compensating, and, where applicable, screening all persons used by Contractor in connection with the Attraction, including employees, volunteers, agents, contractors, subcontractors, performers, operators, drivers, loaders, attendants, and security retained by Contractor. Contractor shall ensure that all such persons comply with this Agreement, City rules, approved plans, and applicable law.

16. **Mandatory Disclosures and Texas Contract Verifications.** Contractor shall timely provide all disclosures, certificates, verifications, and forms required by Texas law and City policy for this Agreement, including any required conflict of interest questionnaire, Certificate of Interested Parties or Form 1295 filing, boycott-Israel verification, confirmation that Contractor is not identified on a prohibited company list, and any other disclosure or verification required for City contracts. Contractor's failure to provide required disclosures or verifications is a material default.
17. **Advertising; Use of City Name and Marks.** Contractor shall not publish, post, distribute, or pay for any print, internet, social media, radio, video, signage, or other advertisement or promotional material for the Attraction without City review and approval. Contractor shall not use the City's name, logos, seals, marks, photographs of City facilities, or any representation of City endorsement except as approved in writing by the City Communications & Marketing Director.
18. **Compliance With Laws; Permits.** Contractor shall comply with all applicable federal, state, county, and municipal laws, ordinances, codes, regulations, orders, permits, and safety standards, including those relating to public safety, fire and life safety, temporary structures, accessibility, traffic, motor vehicles, trailers, amusement or entertainment operations, public health, noise, signage, lighting, and nonprofit operations.
19. **Site Condition; Cleanup; Restoration.** Contractor shall protect City property, keep the site orderly, promptly remove trash and debris generated by Contractor or the Attraction, and restore the premises to substantially the same condition existing before Contractor's use, ordinary wear and tear excepted. Contractor is responsible for damage to City property caused by Contractor, Contractor's employees, volunteers, subcontractors, agents, invitees, equipment, hayride operations, temporary structures, signage, lighting, or patrons to the extent arising from Contractor's operations or failure to supervise.
20. **Assignment.** Contractor may not assign, transfer, delegate, subcontract, or otherwise convey any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment without City consent is void.
21. **Force Majeure.** Neither Party shall be deemed in default for delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected Party promptly notifies the other Party in writing and uses diligent efforts to mitigate the effects and resume performance. A "**Force Majeure Event**" means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, pandemics, natural disasters, fires, floods, storms, lightning, governmental orders prohibiting performance, or other causes not reasonably within the control of the affected Party. No Force Majeure Event entitles Contractor to an increase in compensation or revenue share. If a Force Majeure Event prevents performance for more than thirty (30) consecutive days, the City may terminate this Agreement without liability, penalty, or further obligation.

- 22. **Entire Agreement; Amendment.** This Agreement, including its attachments, constitutes the entire agreement between the Parties regarding the Attraction. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties, except that the City may issue written operational approvals, annual schedules, safety directions, traffic directions, and facility-use requirements as contemplated by this Agreement without a formal amendment.
- 23. **Severability; Waiver.** If any provision or portion of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect to the greatest extent permitted by law. The failure of either Party to enforce any provision of this Agreement is not a waiver of that Party’s right to subsequently enforce that provision or any other provision.
- 24. **Governing Law and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for any legal dispute arising under or related to this Agreement shall be in a court of competent jurisdiction located in Hays County, Texas. No dispute arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both Parties agree in writing after the dispute arises.
- 25. **Governmental Immunity.** Nothing in this Agreement waives or limits the City’s governmental immunity, official immunity, statutory protections, constitutional protections, defenses, limitations of liability, or other rights available under Texas law. Any City obligation requiring the expenditure of public funds is subject to appropriation and applicable law.
- 26. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures transmitted electronically or by scanned copy may be treated as originals for all purposes.

CITY OF DRIPPING SPRINGS

HELL COUNTRY PRODUCTIONS, INC.

**ATTACHMENT “A”**

**City of Dripping Springs Contractor Insurance Requirements**

1. **General Requirement.** Contractor shall, during the term of this Agreement and any renewal, extension, setup period, operating period, or move-out period, provide and maintain the types and amounts of insurance set forth in this Attachment “A”. All insurance must be maintained at Contractor’s sole cost and must be in effect before Contractor enters the site for setup or construction.
2. **Required Policy Provisions.** All insurance policies and certificates of insurance shall contain, or be endorsed to contain, the following provisions:
  - (a) The City of Dripping Springs, Texas, including its officers, officials, employees, agents, and representatives, shall be named as an additional insured as to all applicable coverage.
  - (b) The insurer shall provide at least thirty (30) days’ prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of insurance, to the extent available from the insurer. If the insurer will not provide such notice, Contractor shall provide such notice to the City immediately upon Contractor’s receipt of notice from the insurer.
  - (c) The policies shall provide a waiver of subrogation in favor of the City of Dripping Springs for injuries, death, property damage, or any other loss to the extent covered by insurance proceeds.
  - (d) Coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City, to the extent commercially available and applicable.
3. **Insurance Company Qualification.** All insurance companies providing required insurance must be authorized to transact business in Texas and rated at least “A” by AM Best or an equivalent rating service, unless the City approves otherwise in writing.
4. **Certificates of Insurance.** Certificates of insurance evidencing all required coverages shall be submitted to the City upon execution of this Agreement and before Contractor begins any setup, construction, operation, or move-out activities in each Agreement Year. Copies of modifications, amendments, renewals, cancellations, or terminations of any coverage shall be promptly submitted to the City. If Contractor’s activities continue beyond an existing coverage period, certificates evidencing all required coverages shall be provided to the City before continuation.
5. **Type and Amount of Insurance.** Contractor shall maintain at least the following insurance:
  - (a) **Workers’ Compensation Insurance:** Statutory workers’ compensation insurance as required by Texas law, if Contractor has employees or is otherwise required to maintain such coverage.

- (b) **Commercial General Liability Insurance:** Minimum limits of **\$500,000 per occurrence** for bodily injury, personal injury, and property damage. Coverage shall include premises/operations, products/completed operations where applicable, contractual liability, personal and advertising injury, and liability arising from temporary event operations.
  - (c) **Automobile Liability Insurance:** Minimum combined single limit of **\$500,000** for owned, hired, and non-owned automobiles, including vehicles used in connection with the hayride or event operations.
  - (d) **Additional Coverage if Required by the City:** If the City determines that additional coverage is reasonably necessary based on the final operational plan, hayride equipment, use of volunteers, security plan, or risk profile of the Attraction, Contractor shall obtain such additional coverage before commencing or continuing the affected activity.
6. **No Limitation of Liability.** Contractor's insurance obligations do not limit Contractor's indemnity obligations or other liabilities under this Agreement. The City's acceptance of an insurance certificate does not waive any requirement of this Agreement or prevent the City from requiring correction of deficiencies.



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

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**Submitted By:** Riley Sublett, Maintenance Director

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**Council Meeting Date:** 05/19/2026

**Agenda Item Wording:** **Discuss and consider approval to authorize City Staff to exceed \$50,000.00 worth of purchases from SealMaster South Texas for the Purchase of Street Sealer approved in the FY-2026 Budget. Sponsor: Mayor Bill Foulds**

**Agenda Item Requestor:** Riley Sublett, Maintenance Director

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**Summary/Background:** The City of Dripping Springs City Council approved the FY-2026 Budget, which includes \$272,000 allocated for Street and Right-of-Way Maintenance. With Council approval, the City Maintenance Department will utilize \$81,913 of these funds for materials and equipment rental associated with the roadway sealing project in the Harrison Hills Subdivision.

The City has previously experienced success using this pavement preservation product within Texas Heritage Village. This product is also utilized and recommended by the Cities of Marble Falls, San Antonio, Cibolo, Fair Oaks Ranch, and Horseshoe Bay, as well as numerous subdivisions throughout the surrounding area.

**Commission Recommendations:** N/A

**Recommended Council Actions:** City Staff recommends authorizing city staff to exceed \$50,000.00 worth of purchases from SealMaster South Texas

**Attachments:** N/A

**Next Steps/Schedule:** staff will complete all necessary contractual documents and coordinate project scheduling. Residents will be notified prior to construction activities through mailed notices, social media updates, and on-site message boards.



Date	Quote #
4/28/2026	13503

TACOT Inc., dba SealMaster Houston  
 14435 I-10 East Freeway  
 Houston TX 77015-6463  
 Phone: 713.453.7325 Fax: 713.453.7326

San Antonio-Marion Store    RGV-Donna Store  
 10692 I-10 Frontage Rd    506 E Interstate Hwy 2  
 Marion TX 78124    Donna TX 78537  
 830.420.3335    956.420.1002

Quote Prepared For
City of Dripping Springs 511 Mercer Street Dripping Springs, TX 78620

Ship To
City of Dripping Springs 111 Wrangell Way Dripping Springs, TX 78620

P.O. No.	Terms	FOB	Rep	Contact
	Due on receipt		BP	Riley 512.656.7538

Qty	Item	U/M	Description	Rate	Total
			Based on 201,304 SF Liquid Road Ultra 2 Coat Mechanical Squeegee 0.60 Application Rate		
1	Leasing Deposit		Security Deposit-See terms&conditions	500.00	500.00
4	RENTAL ...	Wkly	SP 575 Squeegee Machine	2,200.00	8,800.00T
11,800	S1045	gal	Liquid Road	3.99	47,082.00T
29	M9997.16	ea	Sealer Sand #4 in 1600 # Bag	199.00	5,771.00T
4	Leasing Spot Ta...	Wkly	Leasing Spot Tank for up to 1 week * \$500 each additional week with sealer delivery * \$1000 each additional week w/o sealer delivery	500.00	2,000.00T
2	SealMaster		Freight Delivery and Pick up of Spot tank	1,850.00	3,700.00T
2	SealMaster		Freight Delivery of Additional Load of sealer	1,850.00	3,700.00T
2	SealMaster		Freight - Sand Delivery *** SP 575 (Non-Dual) needs to be pick up from Houston Location *** *** Forklift or Skid Steer will need to be onsite to load sand into the squeegee machine ***	1,850.00	3,700.00T

*Any specified coverage rates may vary due to pavement age, porosity, method of application and/or the width and depth of cracks. All price quotations are provided as estimates only and are valid for 30-days unless otherwise specified.*

*Your signature as agent for the above purchaser denotes acceptance of this quote. To convert quote to an order - sign and date below and return to your SealMaster South Texas. We will contact you upon receipt regarding any additional information and/or arrangements necessary.*

<b>Subtotal</b>	\$75,253.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$75,253.00

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Date	Quote #
4/30/2026	13525

TACOT Inc., dba SealMaster Houston  
 14435 I-10 East Freeway  
 Houston TX 77015-6463  
 Phone: 713.453.7325 Fax: 713.453.7326

San Antonio-Marion Store  
 10692 I-10 Frontage Rd  
 Marion TX 78124  
 830.420.3335

RGV-Donna Store  
 506 E Interstate Hwy 2  
 Donna TX 78537  
 956.420.1002

Quote Prepared For
City of Dripping Springs 511 Mercer Street Dripping Springs, TX 78620

Ship To

P.O. No.	Terms	FOB	Rep	Contact
	Net 30		SK	

Qty	Item	U/M	Description	Rate	Total
4	Leasing Deposit RENTAL ...	Wkly	Security Deposit-See terms&conditions TR750 Spray Trailer (#125) VIN# 1S9A71823S0420499	500.00 1,400.00	500.00 5,600.00T

*Any specified coverage rates may vary due to pavement age, porosity, method of application and/or the width and depth of cracks. All price quotations are provided as estimates only and are valid for 30-days unless otherwise specified.*

*Your signature as agent for the above purchaser denotes acceptance of this quote. To convert quote to an order - sign and date below and return to your SealMaster South Texas. We will contact you upon receipt regarding any additional information and/or arrangements necessary.*

<b>Subtotal</b>	\$6,100.00
<b>Sales Tax (10.0%)</b>	\$560.00
<b>Total</b>	\$6,660.00

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name



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

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**Submitted By:** Tory Carpenter, Planning Director

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**Council Meeting Date:** May 19, 2026

**Agenda Item Wording:** **Approval of a Transportation Improvement Construction and Contribution Agreement between the City of Dripping Springs, Hays County, and ME Headwaters REG, LP for the construction of a 250-foot southbound right-turn lane with a 50-foot taper and a right-turn signal head at the intersection of US 290 and Canyonwood Drive at an estimated cost of \$160,000.00 funded by Hays County in an amount not to exceed \$32,160.00 and the remainder funded by ME Headwaters REG, LP reflecting its proportionate share of the recommended transportation improvements attributable to the Headwaters project.**

**Summary/Background:** This item is for consideration of a Three-Party Transportation Improvement Construction and Contribution Agreement between the City of Dripping Springs, Hays County, and ME Headwaters REG, LP related to transportation improvements for the Headwaters development northwest of US 290 and Canyonwood Drive.

The traffic impact analysis for the Headwaters project identified the need for improvements at US 290 and Canyonwood Drive, including signal timing adjustments, construction of a 250-foot southbound right-turn lane with a 50-foot taper, and installation of a right-turn signal head.

**The City is not responsible for constructing the Canyonwood Improvement or paying any portion of the improvement costs.**

**Recommended Council Actions:** Approval of this agreement.

**Attachments:** Agreement

**Next Steps/Schedule:** Approval of this agreement by the Hays County Commissioners Court.

## TRANSPORTATION IMPROVEMENT CONSTRUCTION AND CONTRIBUTION AGREEMENT

This Three-Party Transportation Improvement Construction and Contribution Agreement (this **Agreement**) is entered into by and among the **City of Dripping Springs, Texas** (the “**City**”), **Hays County, Texas** (the “**County**”), and **ME Headwaters REG, LP** (the “**Developer**”). The City, the County, and the Developer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

### Recitals

- A. The Developer is developing certain property northwest of the intersection of US 290 and Canyonwood Drive in Dripping Springs, Hays County, Texas, commonly referred to as the Headwaters project.
- B. The traffic impact analysis review for the project identified, among other recommended transportation improvements, the construction at US 290 and Canyonwood Drive of a 250-foot southbound right-turn lane with a 50-foot taper and a right-turn signal head (collectively, the Canyonwood Improvement).
- C. The City has identified the Developer's proportionate share of the Canyonwood Improvement as approximately 79.9% of the estimated cost, and the remaining 20.1% as the portion to be contributed from public funds.
- D. The current planning-level estimate for the Canyonwood Improvement is \$160,000.00, and the County is willing to contribute an amount not to exceed 20.1% of that estimated cost, or \$32,160.00.
- E. The Parties desire to memorialize their respective obligations concerning construction of the Canyonwood Improvement and the County's contribution toward the cost of that improvement.

For and in consideration of the mutual covenants contained herein, the Parties agree as follows.

### 1. **Definitions.** For purposes of this Agreement:

- (a) “**Canyonwood Improvement**” means the transportation improvement at US 290 and Canyonwood Drive consisting of signal timing adjustments, construction of a 250-foot southbound right-turn lane with a 50-foot taper, and addition of a right-turn signal head, together with associated engineering, permitting, traffic control, striping, signage, inspection, testing, utility coordination, and related work reasonably necessary to place the improvement into service.
- (b) “**County Contribution**” means the reimbursement amount payable by the County under this Agreement, in an amount not to exceed \$32,160.00.
- (c) “**Estimated Cost**” means \$160,000.00.

- (d) **“Final Completion”** means completion of the Canyonwood Improvement in accordance with applicable plans, permits, and governmental requirements, and acceptance or approval for use by the applicable governmental authority or authorities to the extent required.
- (e) **“Project”** means the Headwaters development located northwest of the intersection of US 290 and Canyonwood Drive.

## 2. Developer Construction Obligations

- (a) The Developer shall be solely responsible for the design, permitting, procurement, coordination, and construction of the Canyonwood Improvement at its sole cost and risk, subject only to the County Contribution expressly described in this Agreement.
- (b) The Developer shall cause the Canyonwood Improvement to be designed and constructed in compliance with all applicable laws, regulations, permits, TxDOT requirements, City requirements, County requirements to the extent applicable, and any other standards imposed by a governmental authority having jurisdiction.
- (c) The Developer shall obtain or cause to be obtained all permits, approvals, and authorizations necessary for the Canyonwood Improvement.
- (d) The Developer shall be responsible for all contractors, subcontractors, consultants, materials, labor, equipment, traffic control, testing, and incidental work necessary for completion of the Canyonwood Improvement.
- (e) Except for the County Contribution and any separate reimbursement obligation expressly assumed by the City in a written agreement, the Developer shall have no right to additional reimbursement, offset, credit, or contribution from the City or the County for the Canyonwood Improvement.

## 3. County Contribution

- (a) Subject to the terms of this Agreement, the County shall contribute to the Developer an amount equal to 20.1% of the actual eligible cost of the Canyonwood Improvement, but in no event more than \$32,160.00.
- (b) The Parties acknowledge that the County Contribution is based on the Estimated Cost of \$160,000.00 and represents the public share presently contemplated for the Canyonwood Improvement.
- (c) The County shall have no obligation to contribute toward any amount in excess of the County Contribution cap, whether caused by increased construction costs, change orders, delays, differing site conditions, inflation, utility conflicts, or any other reason.

- (d) The County Contribution shall be payable only from lawfully available funds that have been duly budgeted and appropriated for that purpose, and nothing in this Agreement shall be construed as creating a debt in violation of applicable law.

#### **4. Rough Proportionality Stipulation; Waiver and Release**

- (a) The Parties stipulate and agree, solely for purposes of the Canyonwood Improvement described in this Agreement, that the City has identified the Developer's roughly proportionate share of the Canyonwood Improvement as approximately 79.9% of the Estimated Cost, and that the remaining 20.1% is the portion to be contributed from public funds through the County Contribution described in this Agreement.
- (b) The Developer acknowledges that, notwithstanding the foregoing allocation, the Developer is electing, for its own reasons and benefits, including schedule, coordination, and other business considerations, to undertake and complete construction of one hundred percent (100%) of the Canyonwood Improvement in the first instance, subject only to the County Contribution reimbursement rights expressly stated in this Agreement.
- (c) The Developer expressly, knowingly, voluntarily, and irrevocably waives, releases, and disclaims any and all claims, causes of action, challenges, or defenses, whether legal, equitable, constitutional, statutory, or otherwise, alleging that the Developer's agreement to design, permit, fund in the first instance, and construct one hundred percent (100%) of the Canyonwood Improvement exceeds the roughly proportionate impact of the Project or constitutes an unlawful condition, exaction, dedication, fee, taking, or monetary exaction.
- (d) The waiver and release in paragraph (c) above is limited solely to the Canyonwood Improvement expressly described in this Agreement and does not apply to any other improvement, fee, dedication, condition, exaction, or requirement not expressly identified herein.
- (e) The Developer acknowledges that it has had the opportunity to consult with legal counsel regarding the matters addressed in this Section.

#### **5. Conditions to Payment**

- (a) The County shall not be required to make any payment unless and until the Developer has:
  - (i) completed construction of the Canyonwood Improvement;
  - (ii) submitted a written reimbursement request to the County, with a copy to the City;

- (iii) provided reasonably sufficient supporting documentation of actual eligible costs, including invoices, pay applications, proof of payment, and any other backup reasonably requested by the County;
  - (iv) provided final record information reasonably requested by the City or County regarding the completed work; and
  - (v) satisfied all material obligations under this Agreement.
- (b) Eligible costs are limited to direct, reasonable, and documented costs attributable to the Canyonwood Improvement. Internal overhead, financing costs, legal fees, and costs unrelated to the Canyonwood Improvement are not eligible unless expressly approved in writing by the County.
- (c) Within a reasonable time after receipt of a complete reimbursement request, the County shall review the request and either approve payment, approve payment in a reduced amount supported by the documentation, or notify the Developer in writing of deficiencies in the submission.
- (d) Payment by the County is intended as a reimbursement after completion and shall not be construed as an obligation to advance funds before completion unless the Parties later agree otherwise in a written amendment.

## **6. City Role and Coordination**

- (a) The City acknowledges the Project background and the City's prior identification of approximately 79.9% as the Developer's share of the Canyonwood Improvement and approximately 20.1% as the portion to be publicly contributed for that improvement.
- (b) The City shall cooperate in good faith in reviewing submittals within its authority and coordinating with the Developer and the County regarding the Canyonwood Improvement.
- (c) The City is not assuming responsibility to construct the Canyonwood Improvement or to fund the County Contribution by entering into this Agreement.
- (d) Nothing in this Agreement limits the authority of the City, TxDOT, or any other governmental authority to require revisions to plans, permits, scheduling, traffic control, or construction details.

## **7. Inspection, Acceptance, and No Warranty by Governmental Parties**

- (a) Any review, inspection, comment, approval, or acceptance by the City or the County shall be solely for governmental purposes and shall not relieve the Developer of responsibility for the adequacy of design or construction.

- (b) Neither the City nor the County makes any representation or warranty regarding the design, constructability, safety, or fitness of the Canyonwood Improvement.
- (c) The Developer remains responsible for correcting defective work in accordance with applicable contracts, permits, and law.

## 8. Default and Remedies

- (a) If the Developer fails to perform a material obligation under this Agreement, the County may withhold reimbursement unless and until the default is cured.
- (b) If the County fails to pay an approved reimbursement amount required under this Agreement, the Developer's remedy shall be limited to an action for recovery of the unpaid approved amount, subject to applicable law and defenses.
- (c) Before exercising formal remedies, a Party alleging default shall provide written notice describing the default in reasonable detail and allow thirty (30) days to cure, or such longer period as may be reasonably necessary if the default cannot be cured within thirty (30) days and the defaulting Party commences cure within that period and diligently pursues completion.

## 9. Indemnity; Immunities

- (a) To the extent permitted by Texas law, the Developer shall indemnify, defend, and hold harmless the City and the County, and their respective officers, employees, and agents, from third-party claims, damages, losses, and liabilities for bodily injury, death, or tangible property damage to the extent caused by the negligent acts or omissions or willful misconduct of the Developer or its contractors, subcontractors, or agents in connection with the Canyonwood Improvement.
- (b) Nothing in this Agreement waives or shall be construed to waive any immunity, defense, limitation of liability, or other protection available to the City or the County under Texas law.

## 10. Miscellaneous

- (a) **Term.** This Agreement becomes effective on the date of the last signature and remains in effect until the later of (i) payment or denial of the reimbursement request in accordance with this Agreement, or (ii) satisfaction of all surviving obligations.
- (b) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and creates no rights in any third party.
- (c) **Assignment.** The Developer may not assign this Agreement or any right to reimbursement without the prior written consent of the City and the County.

- (d) **Notices.** Any notice required under this Agreement must be in writing and delivered by personal delivery, certified mail, nationally recognized overnight courier, or email with confirmation of transmission, to the addresses designated by the Parties.
- (e) **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties concerning the subject matter herein and supersedes prior discussions or writings on that subject.
- (f) **Amendment.** This Agreement may be amended only by a written instrument executed by all Parties.
- (g) **Severability.** If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.
- (h) **Governing Law and Venue.** This Agreement is governed by the laws of the State of Texas, and venue for any action arising from this Agreement shall lie in a court of competent jurisdiction in Hays County, Texas.
- (i) **Public Information.** The Parties acknowledge that the City and the County are subject to the Texas Public Information Act and other applicable record-retention and disclosure laws.
- (j) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, and electronic signatures shall be effective to the same extent as original signatures, to the extent permitted by law.

**CITY OF DRIPPING SPRINGS**

**ME HEADWATERS REG, LP**, a Texas limited partnership

By: **ME HEADWATERS REG GP, LLC**, a Texas limited liability company, its general partner

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

\_\_\_\_\_  
Daniel Campbell  
Executive Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**HAYS COUNTY**

\_\_\_\_\_  
Walt Smith  
Commissioner, Precinct 4

\_\_\_\_\_  
Date



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

**Submitted By:** Michelle Fischer, City Administrator

**Council Meeting Date:** May 19, 2026

**Agenda Item Wording:** Approval of a Resolution of the City of Dripping Springs Authorizing the Execution of an Advanced Funding Agreement with the Texas Department of Transportation for the Dripping Springs Crosswalk Improvement Project. *Sponsor: Council Member Travis Crow*

**Agenda Item Requestor:** Michelle Fischer, City Administrator

**Summary/Background:** On November 13, 2025, TxDOT authorized funding of the City’s High Visibility Crosswalk Project through the Transportation Alternatives Set Aside (TASA) Grant Program. City Council needs to authorize the Mayor to execute the Advanced Funding Agreement with TxDOT for the City of Dripping Springs – Crosswalk Improvement Project.

The Crosswalk Improvement Project enhances 100 crosswalks within the city limits on City, Hays County, and TxDOT roadways. Existing crosswalks, including crosswalks that are stop-controlled, uncontrolled (midblock), or signalized, will be re-striped with high-visibility crosswalk markings and stop bars. Supplemental warning signage will be added at uncontrolled crossings. Curb ramps that are not ADA-compliant will be reconstructed. Pedestrian push buttons will be relocated for ADA-compliance at signalized crossings. This project addresses pedestrian safety and connectivity issues throughout Dripping Springs.

The total cost of the project is estimated at \$1,805,572. The Federal cost participation is \$1,393,600 and the state participation is \$63,572, leaving an estimated \$348,400 local (City) participation. The City will be responsible for any cost over runs. Within 30 days of execution of the Agreement, the City will pay to the State \$10,620. The City’s second payment of \$311,800 will be paid to the State within 60 days prior to the Construction Contract being advertised for bids.

The Project engineering services will be provided by the City and the State will be responsible for the bid issuance, and the award and administration of the construction contract.

City Project Coordinator Garrett Osborne will act as the Local Government Project Procedures Certified staff member.

City staff have submitted the City’s **Procedures to Contract with a Professional Service Provider(s)** and the **Request for Qualifications** to TxDOT for review and approval.

**Tentative Project Schedule**

- Project Initiation: 9 months
- Engineering Services Procurement: 3 to 6 months
- Project Design: 14 months
- Environmental Clearance: 9 months
- Target Let Date: 7/2-28

- Commission/Committee/ Board Recommendations:** The Transportation Committee, Emergency Management Committee, Parks & Recreation Commission, Planning & Zoning Commission, and TIRZ Board approved resolutions of support for the grant application.
- Recommended Council Actions:** Approve the Resolution authorizing the execution of an Advanced Funding Agreement with the Texas Department of Transportation for the Dripping Springs Crosswalk Improvement Project.
- Attachments:** Resolution, Advanced Funding Agreement (with attachments for Location Map and Budget)
- Next Steps/Schedule:** Execute Agreement

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. Year-R##**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT.

**WHEREAS**, on November 13, 2025, via Minute Order 117073, the Texas Transportation Commission authorized the City of Dripping Springs – Crosswalk Improvement Project (the "Project) to receive Transportation Alternatives Set-Aside (TASA) funds for project engineering and construction and Texas Department of Transportation (TxDOT) oversight; and

**WHEREAS**, the City of Dripping Springs commits to provide the match. The local match is comprised of cash, plus in-kind contributions; and

**WHEREAS**, the City of Dripping Springs is responsible for all non-reimbursable costs and 100% of overruns, if any; and

**WHEREAS**, the City of Dripping Springs City Council desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project substantially in the form attached as Attachment “A” to this Resolution.

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

- 1. Finding of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.
- 2. Authorization and Direction to Mayor:** The City Council authorizes and directs the Mayor to execute on behalf of the City an Advanced Funding Agreement with the Texas Department of Transportation for the City of Dripping Springs - Crosswalk Improvement Project substantially in the form attached as Attachment “A” to this resolution.
- 3. Direction to Staff:** The City Council directs City Staff to work with TxDOT for transfer of any necessary documentation.
- 4. Effective Date:** The resolution shall be effective from and after its approval and passage.
- 5. Meeting:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED AND APPROVED** this, the 19<sup>th</sup> day of May 2026 by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas:

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Diana Boone, City Secretary

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		Item 12.
CCSJ #	0914-33-118	AFA ID	Z00012686	CFDA No.	20.205	
AFA CSJs	0914-33-118			CFDA Title	Highway Planning and Construction	
District #	14	Code Chart 64#	12120			
Project Name	City of Dripping Springs - Crosswalk Imp			<i>AFA Not Used For Research &amp; Development</i>		

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
FOR A TRANSPORTATION ALTERNATIVES  
SET-ASIDE (TASA) PROGRAM PROJECT  
MPO-Selected On and Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Dripping Springs (Local Government), acting through its duly authorized officials.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct, and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

**WHEREAS**, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

**WHEREAS**, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as City of Dripping Springs - Crosswalk Imp (Project), and

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**WHEREAS**, the Texas Transportation Commission (Commission) passed Minute Order Number 117073 (MO) dated November 13, 2025 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

**WHEREAS**, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

**NOW, THEREFORE**, the State and the Local Government agree as follows:

### **AGREEMENT**

**1. Period of Agreement and Performance**

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
  - 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
  - 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

**2. Scope of Work and Use of Project**

- A. The scope of work for Project consists of design and construct 105 crosswalks in Dripping Springs City, Hays County, and State Rdwys. The project includes relocating pedestrian push buttons, replacing non-compliant ADA ramps, and installing signage.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

**3. Project Sources and Uses of Funds**

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall

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provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government’s estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State’s In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).
- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local

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Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State’s estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State’s written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the “Texas Department of Transportation”. The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State’s notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no

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more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

**4. Termination of the Agreement**

- A. This Agreement may be terminated by any of the following conditions:
  - 1. By mutual written consent and agreement of all parties;
  - 2. By any party with 90 days written notice; or
  - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination.
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
  - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
  - 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
  - 3. Local Government withdraws from participation in Project.
  - 4. State determines that federal funding may be lost due to Project not being implemented and completed.
  - 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.

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- 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
- 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

**5. Amendments**

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

**6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**7. Utilities**

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government’s failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State’s discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State’s request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

**8. Environmental Assessment and Mitigation**

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem’s mitigation and remediation. These costs will not be reimbursed or credited towards Local Government’s financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

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- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**9. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. *Variety*
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior’s Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State’s applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials’ (“AASHTO”) publications, “A Policy on Geometric Design of Highways and Streets” and “Guide for the Development of Bicycle Facilities,” as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT’s Bridge Design Manual and AASHTO’s Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish

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Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

**11. Construction Responsibilities**

- A. The **State** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

**12. Project Maintenance**

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action

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being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

**13. Right of Way and Real Property Acquisition**

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for

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- approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
  - G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
  - H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
  - I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
  - J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
  - K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
  - L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their

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Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

**14. Insurance**

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

**15. Notices, Invoices, Payments, and Project Inquiries**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
City of Dripping Springs ATTN: Mayor 511 <del>W.</del> Mercer Street Dripping Springs, TX 78620	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation  
ATTN: Local Government Project Coordinator  
7901 N. IH-35  
Austin, Texas 78753-6602

All invoicing, payment, and project inquiries must include the following information:

County: Hays County  
Local Government: City of Dripping Springs

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**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**17. Responsibilities of the Parties**

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

**19. Document and Information Exchange**

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

**20. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government’s obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and

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facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**26. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

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- programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
  - I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**27. Disadvantaged Business Enterprise Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

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- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.”

**28. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification. If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**29. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who

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fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**30. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
  - 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf> and
  - 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five executives to State if:
    - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>		<i>Item 12.</i>
CCSJ #	0914-33-118	AFA ID	Z00012686	CFDA No.	20.205	
AFA CSJs	0914-33-118			CFDA Title	Highway Planning and Construction	
District #	14	Code Chart 64#	12120			
Project Name	City of Dripping Springs - Crosswalk Imp			<i>AFA Not Used For Research &amp; Development</i>		

Each party is signing this agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Bill Foulds, Jr.

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

Mayor

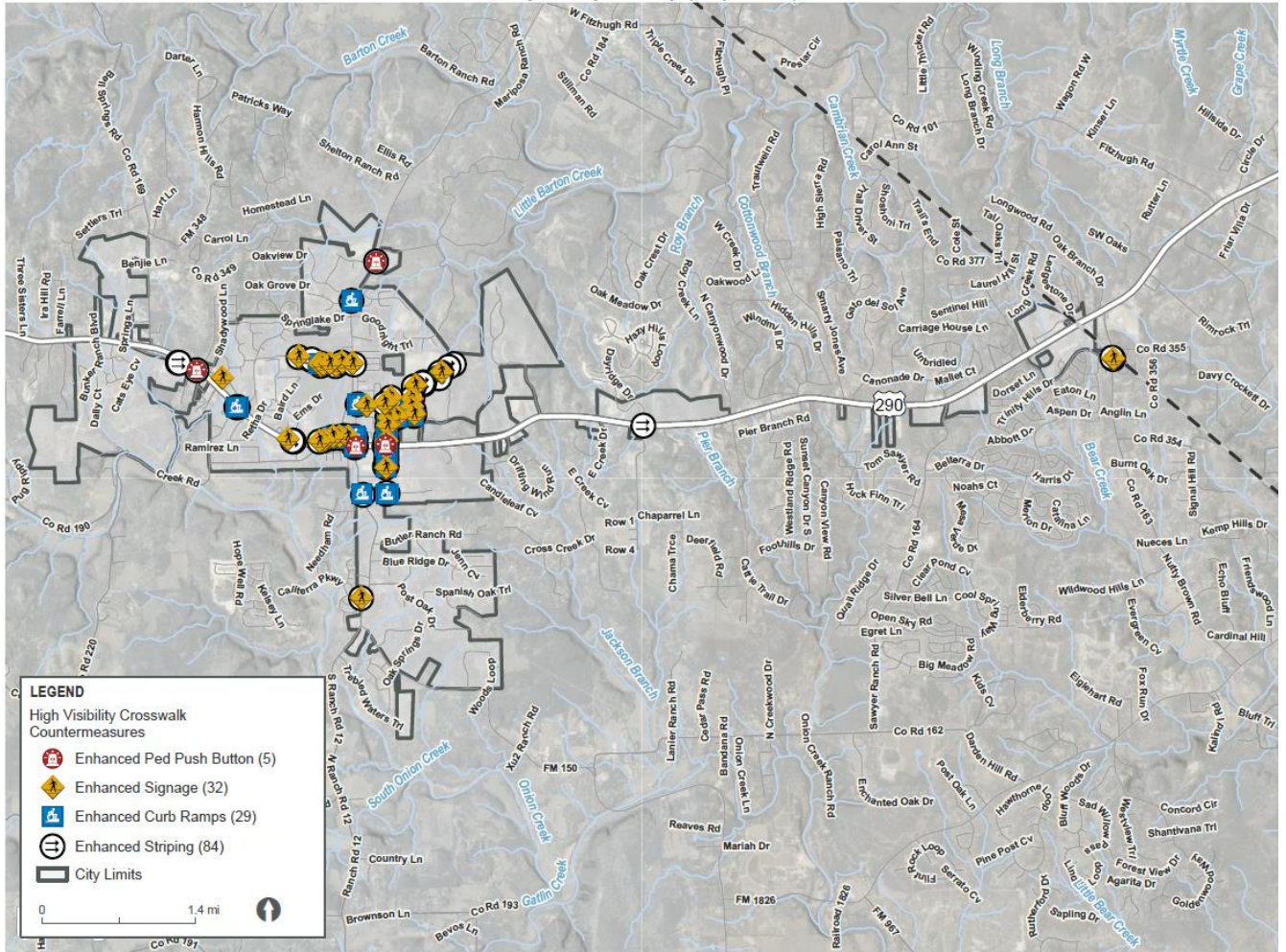
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0914-33-118</b>	<b>AFA ID</b>	<b>Z00012686</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0914-33-118</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>14</b>	<b>Code Chart 64#</b>	<b>12120</b>		
<b>Project Name</b>	<b>City of Dripping Springs - Crosswalk Imp</b>			<b>AFA Not Used For Research &amp; Development</b>	

### ATTACHMENT A PROJECT LOCATION MAP



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0914-33-118	AFA ID	Z00012686	CFDA No.	20.205
AFA CSJs	0914-33-118			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	12120		
Project Name	City of Dripping Springs - Crosswalk Imp			<i>AFA Not Used For Research &amp; Development</i>	

**ATTACHMENT B**  
**PROJECT ESTIMATE AND SOURCE OF FUNDS**  
 LG Performs PE Work or Hires Consultant / State Lets Project for Construction

<b>Work Performed by Local Government ("LG")</b>							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes percentage for TDC apportionment on projects where applicable</small>		State Participation <small>Includes authorized EDC amounts</small>		Local Government Participation <small>Includes authorized EDC reduction</small>	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$183,000	80%	\$146,400	0%	\$0	20%	\$36,600
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$1,158,000						
Construction Engineering Cost	\$224,000						
Eligible In-Kind Contribution Value	\$						
<b>Total Construction Value</b> <small>(sum of construction cost and in-kind value)</small>	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by LG Subtotal</b>	<b>\$183,000</b>		<b>\$146,400</b>		<b>\$0</b>		<b>\$36,600</b>

<b>Work Performed by the State (Local Participation paid up front by LG to TxDOT)</b>							
Preliminary Engineering <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way <sup>3</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost <sup>2</sup>	\$1,382,000						
Eligible In-Kind Contribution Value	\$						
	\$1,382,000	80%	\$1,105,600	0%	\$0	20%	\$276,400

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0914-33-118	AFA ID	Z00012686	CFDA No.	20.205
AFA CSJs	0914-33-118			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	12120		
Project Name	City of Dripping Springs - Crosswalk Imp			<i>AFA Not Used For Research &amp; Development</i>	

Total Construction Value (sum of construction cost and in-kind value)							
<b>Work by State Subtotal</b>		<b>\$1,382,000</b>	<b>\$1,105,600</b>	<b>\$0</b>	<b>\$276,400</b>		
<b>Direct and Indirect State Costs Incurred for Review, Inspection, Administration &amp; Oversight</b>							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes percentage for TDC apportionment on projects where applicable</small>		State Participation <small>Includes authorized EDC amount</small>		Local Government (LG) Participation <small>Includes authorized EDC reduction</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering <sup>1</sup>	\$26,550	80%	\$21,240.00	0%	\$0	20%	\$5,310.00
Environmental Cost <sup>1</sup>	\$17,700	80%	\$14,160.00	0%	\$0	20%	\$3,540.00
Right of Way <sup>1</sup>	\$5,310	80%	\$4,248.00	0%	\$0	20%	\$1,062.00
Utilities <sup>1</sup>	\$3,540	80%	\$2,832.00	0%	\$0	20%	\$708.00
Construction <sup>2</sup>	\$123,900	80%	\$99,120.00	0%	\$0	20%	\$24,780.00
Direct State Costs Subtotal	\$177,000	80%	\$141,600	0%	\$0	20%	\$35,400.00
Indirect State Cost	\$63,572		\$0	100%	\$63,572		\$0
<b>TOTAL PARTICIPATION</b>	<b>\$1,805,572</b>		<b>\$1,393,600</b>		<b>\$63,572</b>		<b>\$348,400</b>
In-kind Contribution Credit Applied						0%	\$0
<b>TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION</b>							<b>\$348,400</b>

- The estimated total participation by Local Government is \$348,400.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$311,800.
- <sup>1</sup>Local Government's first payment of \$10,620 is due to State within 30 days from execution of this contract.
- <sup>2</sup>Local Government's second payment of \$301,180 is due to State within 60 days prior to the Construction contract being advertised for bids.
- <sup>3</sup>If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0914-33-118	AFA ID	Z00012686	CFDA No.	20.205
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- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$1,393,600.



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

**Submitted By:** Gray Lahrman, Utilities Director

**Council Meeting Date:** May 19, 2026

**Agenda Item Wording:** **Discussion and possible action regarding Task Order No. 5 between the City of Dripping Springs and Carollo Engineers, Inc. for additional final design phase services related to the solids storage and recuperative thickening facility for the South Regional Water Reclamation Facility Expansion. Sponsor: Mayor Bill Foulds, Jr.**

**Summary/Background:** This item is for approval of Carollo Engineers Task Order No. 5 for the South Regional Water Reclamation Facility Expansion. The task order provides scope and budget for final design updates related to the recuperative thickening and solids storage facility as part of the overall WRF project.

The scope includes design of the solids handling improvements, including a new plant WAS pump station, existing plant sludge pump, bolted steel sludge storage tank, thickener and polymer system, thickener feed pump, thickened sludge pump, blowers and diffusers, and related electrical, instrumentation, and controls work.

The original design included a temporary sludge handling facility with dewatering boxes. To accommodate the existing facility along with the expansion, 9 of these boxes would be needed and would need to be supervised 7 days a week 8-12 hours a day.

The additional design work was recommended by the new design team as a more permanent and reliable approach to managing solids that would allow for more flexibility, automation and future expansion with a limited footprint.

The additional design work is expected to take approximately two months. Construction phase and special services are not included and are expected to be addressed under a future Task Order No. 6.

**The not-to-exceed amount for Task Order No. 5 is \$199,822**, which includes design labor, subconsultant electrical engineering services, markup, and project expenses as shown in Exhibit A.

**Recommended Council Actions:** Approval of this professional service agreement.

**Attachments:** Task Order No. 5  
Fee Table  
Updated Schedule – Final Design

**Next Steps/Schedule:** If approved, the City will execute Task Order No. 5 and Carollo will complete the additional final design work for the solids handling improvements. Proposed Bid Opening date of July 3, 2026. We will come to City Council for approval to move forward and award bid on July 21, 2026.

## TASK ORDER NO. 5

OWNER OF DRIPPING SPRINGS  
(OWNER)

AND

CAROLLO ENGINEERS, INC.  
(ENGINEER)

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 16th day of April, 2019, in connection with:

**City of Dripping Springs**  
**South Regional Water Reclamation Facility**  
**Planning, Design, Bid, and Construction**  
(Project)

**1.0 BACKGROUND**

The City of Dripping Springs has retained Carollo Engineers, Inc. to provide professional engineering services for planning, design, bid and construction phase services related to the South Regional Water Reclamation Facility (WRF) Project at the City of Dripping Springs' existing Wastewater Treatment Facility. The new WRF, when complete, will consist of two treatment trains that achieve biological nutrient removal (BNR), with tertiary filtration and chemical polishing for additional phosphorus removal, and ultraviolet (UV) disinfection.

**2.0 PURPOSE**

The purpose of this Task Order No. 5 is to establish scope and budget for the design of the recuperative thickening and solids storage facility as part of the Final Design Phase updates and Bid Phase services of the South Regional Water Reclamation Facility Expansion. The project scope elements are described in detail in Section 4.0.

**3.0 PROJECT ELEMENTS**

The scope of services presented herein is based on a project that consists of the major elements summarized below:

1. Site Work, including general paving and grading improvements, and yard piping
2. Headworks consisting of bar screens,
3. Influent Lift Station (structural & mechanical design by others)
4. Secondary treatment with Biological Nutrient Removal (BNR) and one clarifier
5. Packaged Tertiary Filters
6. UV Disinfection
7. Bleach Disinfection

8. Solids storage and recuperative thickening facility
9. Odor Control for Headworks and influent lift station
10. Plant Electrical and Controls

#### **4.0 SCOPE OF SERVICES**

##### **TASK 100 PROJECT MANAGEMENT**

###### **Task 101 – Project Management, Planning, Scheduling and Reporting**

Effort included in Task order No. 4.

###### **Task 102 – Project Meetings**

Effort included in Task order No. 4.

###### **Task 103 – Deliverable Review Workshop**

Effort included in Task order No. 4.

##### **TASK 200 QUALITY MANAGEMENT**

Effort for quality management the new recuperative thickening facility included in Task 505.1.

##### **TASK 300 SUBCONSULTANT SERVICES**

###### **Task 301 - Electrical Engineering**

ENGINEER has retained the services of S. Kanetzky Engineering, LLC (SKE) to oversee the design and construction of electrical engineering, instrumentation and controls, and SCADA system elements for this Phase I of the Regional Water Reclamation Facility Project. SKE design services under this task order are to incorporate the design of a Recuperative Thickening Facility as described in more detail under Task 505. SKE's deliverables under this task order No 5 consist of one set of reproducible plans and specifications in pdf format. Bid Phase and Construction Phase are excluded from this proposal. Other exclusions include:

- Value Engineering if the project is over budget
- Construction Phase
- TCEQ Permitting
- Plumbing design
- Civil design
- Structural Design
- Architectural Design
- Environmental Design
- Geotechnical Design
- Training
- 3rd Party Testing

- Plant start-up and commissioning

## **TASK 400 PRELIMINARY DESIGN**

Reserved.

## **TASK 500 FINAL DESIGN**

### **Task 501 - Headworks and Flow Split Final Design**

Effort included in Task order No. 4.

### **Task 502 - Secondary Process Final Design**

Effort included in Task order No. 4.

### **Task 503 - Tertiary Filtration Final Design**

Effort included in Task order No. 4.

### **Task 504 - UV Disinfection Final Design**

Effort included in Task order No. 4.

### **504.1 – Detailed Design for Chlorine Gas Disinfection**

Effort allocated to Task 505.

### **Task 505 - Solids Handling Design**

This Task order includes additional fee for the development of plans and specifications for the new recuperative thickening facility and related equipment. The effort includes the following elements:

- New Plant WAS PS
- Existing Plant sludge pump
- Bolted steel sludge storage tank
- Thickener with polymer system
- PW/NPW connections
- Thickener feed pump
- Thickened sludge pump
- Blower and diffusers
- EI&C requirements

### **Task 506 - Odor Control Design**

Effort included in Task order No. 4.

**Task 507 - Opinion of Probable Construction Cost**

Effort included in Task order No. 4.

**Task 508 – TCEQ Submittals**

Effort included in Task order No. 4.

**Task 509 – Electrical, Instrumentation, and Controls Review**

Effort included in Task order No. 4.

**Task 510 – Update of Typical Details**

Effort included in Task order No. 4. Effort for the development of typical details for the new recuperative thickening facility included in Task 505.

**Task 511 – Update of Specifications**

Effort included in Task order # 4. Effort for the development of specifications for the new recuperative thickening facility included in Task 505.

**TASK 600 PERMITTING AND AGENCY COORDINATION (RESERVED)**

It is assumed that all permitting and agency coordination for this project will be performed by others.

**TASK 700 BID PHASE SERVICES**

Effort included in Task order No. 4.

**TASK 800 CONSTRUCTION PHASE SERVICES**

Effort to be included in new Task Order No. 6.

**TASK 900 SPECIAL SERVICES**

Effort to be included in new Task Order No. 6.

**5.0 ASSUMPTIONS AND OWNER RESPONSIBILITIES**

The Assumptions and Owner Responsibilities from Task Order No. 1, 2, 3 and 4 under this contract are incorporated herein by reference.

**6.0 TIME OF PERFORMANCE**

The additional design work contained within this Task Order No. 5 is expected to last 2 months.

The Construction, Post-construction Phase services, and Special Services will be included in Task order No. 6.

**7.0 BUDGET**

OWNER and ENGINEER have established a not-to-exceed budget of \$199,822 to complete all services under this Task Order No. 5. This amount will not be exceeded without a contract amendment.

OWNER will pay the ENGINEER on a time and material basis for services identified in this Task Order No. 5. The budget for the updated tasks broken down by subtask, are presented in Exhibit A. OWNER and ENGINEER agree to allow redistribution of funds between Tasks 100 through 900 as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services for this amount unless the Budget is amended by OWNER and ENGINEER as a result of additional changes to the Scope of Work or Time of Performance.

**8.0 EFFECTIVE DATE**

This Task Order No. 5 is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 5 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

CITY OF DRIPPING SPRINGS

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2026

By: \_\_\_\_\_  
Eva Steinle-Darling, PhD, PE  
Senior Vice President

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

By: \_\_\_\_\_  
Meera Victor, PE  
Senior Vice President

EXHIBIT A - FEE DEVELOPMENT

Item 13.

5/6/2026

Task No.	Description	QM	Site Civil / Construction Management	Lead Solids Management	PE, Solids	Structural	EIT	CAD	CAD / Structural	Clerical	Total Hrs	Labor Cost	Subconsultant Cost	5% Markup	PECE	ODC	Total Fee
<b>RATE PER HOUR</b>		\$ 364	\$ 167	\$ 168	\$ 291	\$ 285	\$ 143	\$ 216	\$ 162	\$ 120							
<b>300</b>	<b>SUBCONSULTANT SERVICES</b>	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 60,000	\$ 3,000	\$ -		\$ 63,000
301	Design Phase										0	\$ -	\$ 60,000	\$ 3,000			
	COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
<b>500</b>	<b>FINAL DESIGN</b>	36	40	244	120	40	100	220	200	12	1,012	\$ 125,789			\$ 11,033	\$ -	\$ 136,822
504.1	Chlorine Gas Disinfection											\$ (76,954)			\$ (6,171)		
505	Solids Handling	36	40	244	120	40	100	220	200	12	1,012	\$ 202,743			\$ 17,204		
	<b>TOTAL DESIGN HOURS</b>	36	40	244	120	40	100	220	200	12	1,012	<b>Budget Subtotals by Category</b>				<b>Total Fee</b>	
	<b>TOTAL DESIGN COST</b>	\$ 13,100	\$ 6,670	\$ 40,990	\$ 34,930	\$ 11,390	\$ 14,300	\$ 47,520	\$ 32,400	\$ 1,440		\$ 125,789	\$ 60,000	\$ 3,000	\$ 11,033	\$ -	<b>\$ 199,822</b>



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

**Submitted By:** Ginger Faught, Deputy City Administrator

**Council Meeting Date:** May 19, 2026

**Agenda Item Wording:** **Discussion and possible action regarding a Texas Water Development Board Water Supply Infrastructure Grant application.**

*Sponsor: Mayor Bill Foulds, Jr.*

**Summary/Background:** This item is for approval of a Professional Services Agreement with Carollo Engineers, Inc. for the City of Dripping Springs Advanced Purification Project, along with Task Order No. 1 for preparation of a Texas Water Development Board (TWDB) Water Supply Infrastructure Grant application. The City can only submit one project to TWDB for consideration. If this project application is approved by City Council we will not be able to submit the project that is being proposed by DSRP for rainwater harvesting.

Task Order No. 1 is limited to grant application preparation and includes a project kick-off meeting, project management, progress meetings as needed, and preparation of the draft and final grant application. The grant application may support future planning, pilot testing, design, construction, regulatory, and outreach work related to the Advanced Purification Project, but those future services would require separate task orders.

The application deadline is July 30, 2026. Carollo will provide a draft application package by July 14, 2026, and a final package by July 28, 2026. **The not-to-exceed amount for Task Order No. 1 is \$39,546.**

**Recommended Council Actions:** Approval of this professional service agreement.

**Attachments:** Professional Services Agreement  
 Task Order No. 1

**Next Steps/Schedule:** If approved, the City will execute the agreement and Task Order No. 1. Carollo will then prepare the TWDB grant application for City review and final submittal before the July 30, 2026 deadline. Approval of this agreement will require a future budget amendment under the Utilities Budget.

## AGREEMENT FOR PROFESSIONAL SERVICES

Project No. \_\_\_\_\_

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Dripping Springs, (hereinafter "OWNER"), and Carollo Engineers, Inc., (hereinafter "ENGINEER").

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER wish to enter into an Agreement (hereinafter "Agreement") for the furnishing of Engineering Services in connection with

The City of Dripping Springs Advanced Purification Project

### (Owner and Project Description)

(hereinafter "Project"), and

WHEREAS, ENGINEER is qualified and prepared to perform the necessary professional services in connection with the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

#### SECTION 1 - PROFESSIONAL SERVICES

1.1 ENGINEER shall provide professional engineering services in all phases of the Project to which this Agreement applies. The services furnished by the ENGINEER will be defined by Task Orders which will set forth the Engineer's Services, Time of Performance, and Payment.

1.2 It is intended that each Task Order, after execution by both parties shall become a supplement to and a part of this Agreement.

ENGINEER. In the event ENGINEER's services are suspended, delayed or interrupted for the convenience of the OWNER or delays occur beyond the reasonable control of ENGINEER, an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel and subcontractors shall be made.

2.3 OWNER reserves the right to direct revision of ENGINEER's services as may be necessary. When ENGINEER is directed to make revisions under this section of the Agreement, ENGINEER shall advise OWNER of the probable costs involved in completing engineering services and the time of performance for such completion. Extra services also include those that are required for defense of claims, in which event ENGINEER shall bill OWNER on an hourly basis together with cost of material.

#### SECTION 2 - PAYMENT TO ENGINEER

2.1 As consideration for providing the services referred to in Section 1, the OWNER shall pay ENGINEER on the basis to be established in the Task Order for Services.

2.2 The ENGINEER is not responsible for damage or delay in performance caused by events beyond the reasonable control of

2.4 In the event OWNER and ENGINEER cannot agree on equitable compensation

for services rendered in making revisions, then, at OWNER's option, ENGINEER shall either continue performance under the revised Agreement and an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel shall be made at completion of the revised work or ENGINEER shall not be obligated to continue performance under this Agreement.

- 2.5 If ENGINEER's work products require revisions prior to construction bidding due to ENGINEER's errors or omissions, the exclusive remedy will be limited to revisions made by ENGINEER without compensation.
- 2.6 The ENGINEER shall bill the OWNER monthly indicating the services performed and the cost of such services.

OWNER agrees to pay invoices within 45 days of their date. Payments not received by ENGINEER within 45 days shall be considered delinquent and subject to a finance charge of 1 percent per month for each month unpaid after the date of invoice. ENGINEER may suspend services should an invoice remain delinquent for 75 days from date of invoice.

- 2.7 All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed to the designated responsible person or office:

TO OWNER:

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---



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TO ENGINEER:

Eva Steinle-Darling, PhD, PE  
 10900 Stonelake Blvd. Bldg. 2, Suite 126  
 Austin TX 78759

and when so addressed, shall be deemed given upon deposit in the United States

Mail, postage prepaid. In all other instances, notices and invoices shall be deemed given at the time of actual delivery.

All payments are to be mailed to:

**Carollo Engineers, Inc.**  
**P.O. Box 30835**  
**Salt Lake City, UT 84130-0835**

unless otherwise informed on the face of the invoice.

**SECTION 3 - MISCELLANEOUS**

- 3.1 The OWNER shall furnish the ENGINEER available studies, reports and other data pertinent to ENGINEER's services; obtain or authorize ENGINEER to obtain or provide additional reports and data as required; furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and reasonably rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- 3.2 The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.
- 3.3 Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement are not intended or represented to be suitable for reuse by OWNER or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages,

losses and expenses, including attorney's fees arising out of or resulting therefrom.

- 3.4 The ENGINEER maintains, at its own expense, Workers' Compensation and Employer's Liability, Comprehensive General Liability, Automobile Liability and Professional Liability policies with limits at or above that which is reasonably required of other engineering firms and will, upon request, furnish insurance certificates to OWNER.

#### SECTION 4 - LEGAL RELATIONS

- 4.1 The ENGINEER shall be responsible for professional negligence, which is failure to exercise skill and ability as ordinarily required of engineers under the same or similar circumstances. The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the OWNER or any third party and shall only indemnify for failure to perform in accordance with the generally accepted engineering and consulting standards. Additionally, ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than ENGINEER's subconsultants, that impact project completion and/or success.

##### Paragraph 4.2

- 4.2 OWNER and ENGINEER shall each defend, indemnify and hold harmless the other and their respective principals, directors, officers and employees from and against claims, loss, liability, suits and damages, including attorney's fees, to the extent caused by either party's negligent acts, errors or omissions, willful misconduct or OWNER's lawful responsibility respectively or, anyone directly or indirectly employed by either of them or anyone for whose acts they may be liable regardless of whether or

not such claim, loss, liability or damage is caused in part by a party indemnified hereunder.

In the event that both OWNER's and ENGINEER's wrongful act or lawful responsibility is the proximate cause of any liability or damages, then in such event, each party shall be liable for a portion of the damages and claim costs resulting therefrom equal to such party's comparative share of the total negligence or lawful responsibility for such damages and claim costs. Notwithstanding the foregoing, a party's defense obligation hereunder shall be limited to reimbursement of the other party's reasonable defense costs which are judicially determined to have been incurred as a result of the first party's negligence.

- 4.3 Hazardous materials or asbestos may exist at a site where there is no reason to believe they could or should be present. The ENGINEER and OWNER agree that the discovery of unanticipated hazardous materials or asbestos constitutes a changed condition mandating a renegotiation of ENGINEER's services.
- 4.4 In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way OWNER's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, ENGINEER

makes no warranty that OWNER's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from ENGINEER's opinions, analyses, projections, or estimates.

- 4.5 If the project involves construction of any kind, the parties agree that OWNER and ENGINEER shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of OWNER or ENGINEER. Both OWNER and ENGINEER shall be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.
- 4.6 ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.
- 4.7 The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

**(Optional Paragraph 4.8 below)**

- 4.8 The ENGINEER's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the OWNER, the ENGINEER shall furnish to the OWNER both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media.

Because data stored in electronic media form can be altered, inadvertently, it is agreed that the OWNER shall hold ENGINEER harmless from liability arising out of changes or modifications to ENGINEER's data in electronic media form in the OWNER's possession or released to others by the OWNER.

#### **SECTION 5 - TERMINATION OF AGREEMENT**

- 5.1 If this Agreement is terminated with or without cause, in either event, OWNER shall provide:
- a. not less than five (5) working days' written notice of intent to terminate, and
  - b. an opportunity for good faith consultation prior to termination.

#### **SECTION 6 - DISPUTE RESOLUTION**

- 6.1 Disputes arising during the course of this Agreement shall be promptly addressed at completion of construction when professional services[, **together with construction evaluation**] can be reasonably and fully assessed. **[The parties shall use best efforts to reach final resolution of disputes through meetings and negotiations required to resolve the dispute before any other forms of dispute resolution.]**

**SECTION 7 - ENTIRE AGREEMENT**

7.1 This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be

effective shall be in writing and signed by the OWNER and ENGINEER.

**SECTION 8 - GOVERNING LAW**

8.1 This Agreement is to be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

CAROLLO ENGINEERS, INC.

OWNER

By: \_\_\_\_\_  
**Senior Vice President**

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

PE# 113317

By: \_\_\_\_\_  
**Senior Vice President**

PE# \_\_\_\_\_

TASK ORDER NO. 1  
City of Dripping Springs  
 OWNER  
 AND  
 CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in connection with:

The City of Dripping Springs Advanced Purification Project  
 (Project)

**PURPOSE**

The purpose of this Task Order is to prepare a competitive application for a Texas Water Development Board (TWDB) funded Water Supply Infrastructure (WSI) Grant that will support the City's efforts to develop an Advanced Purification Project.

Project components covered by the grant application may include and are not limited to:

- An update to the 2015 Direct Potable Reuse Feasibility study, including a review of potential additional funding sources.
- Development of an advanced water purification pilot test plan for submittal to the Texas Commission on Environmental Quality.
- Design, procurement, construction and operation of an advanced water purification pilot.
- Completion of a Pilot Test Report.
- Preliminary and final design services for an advanced purification facility.
- Partial construction funding for a full-scale advanced purification facility.
- Additional planning, regulatory, and public outreach efforts as needed.

This Task Order #1 covers only the services associated with preparing a grant application that may help fund the project components listed above. Services to support implementation of the project components will be addressed in separate future task orders.

**ENGINEER'S SERVICES**

**Task 1: Project Kick-off Meeting and Project Management**

Carollo will lead a virtual project initiation meeting with the City's engineering, finance, and other departments as identified by the City. The intent of the kick-off meeting is to gain a better understanding of the City's application and project priorities, discuss agency concerns or restrictions, and delineate proposed next steps including schedule.

Topics to be discussed include: 1) projects to be included in the grant application, 2) confirmation of project understanding, 3) discussion of how projects address the grant priorities, 4) identification of

specific documentation needs for the grant application, and 5) identification of key milestone dates and task assignments.

Carollo will also provide overall management and administration for the project, including project resourcing, oversight of project budget, submittal of monthly invoices, and development and maintenance of a project schedule. This task includes recurring progress meetings as needed to review project status, intermediate grant and/or loan applications or deliverables, and discuss various project-related issues with the project team.

#### Deliverables

- Meeting agenda and presentation files (via electronic delivery).
- Kick-off meeting minutes (via electronic delivery).
- Progress meeting agendas and meeting minutes.

#### Task 2: Develop Funding Application

Carollo will develop grant application for the TWDB WSI Grant program. ENGINEER will use information provided by the City, its consultants, and/or existing project documents to prepare a competitive application for the grant. The City will provide available technical and budget information needed for the application.

The team can also help with the submission of applications and communications with the grant or loan agency.

#### Deliverables

- Draft and Final grant application (via electronic delivery).

#### TIME OF PERFORMANCE

WSI grant applications are due to TWDB by July 30, 2026 at 10:59 pm. [The deadline is labeled as “11:59pm CST” in TWDB guidance. While the intent was likely to show the deadline as 11:59pm, the offset between standard (CST) and daylight (CDT) time pushes the deadline forward by one hour.]

The kickoff meeting will be scheduled approximately as soon as reasonable after notice to proceed. Additional meetings will be scheduled as needed. ENGINEER will provide a DRAFT full application package to OWNER for review no later than July 14 and a final application package to OWNER by July 28, 2026.

#### PAYMENT

OWNER and ENGINEER have established a not-to-exceed budget of \$39,546 to complete all services under this Task Order No. 1. This amount will not be exceeded without a contract amendment.

OWNER will pay the ENGINEER to complete all services listed herein but in an amount solely based on the amount of time spent completing the tasks identified in Task Oder No. 1. The budget for the tasks, broken down by subtask, are presented in Exhibit A. OWNER and ENGINEER agree to allow redistribution of funds between Task 1 and Task 2 as appropriate to allow flexibility in providing the needed services within he not-to-exceed budget.

EFFECTIVE DATE

This Task Order No. \_\_\_\_ is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. \_\_\_\_ evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

OWNER

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
**Senior Vice President**

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

By: \_\_\_\_\_  
**Senior Vice President**

<b>EXHIBIT A - Fee Proposal</b>								
<b>TWDB Water Supply and Infrastructure Grant Application Support for City of Dripping Springs, TX</b>								
Tasks	Labor Costs						Direct Cost: PECE	Total Cost
	Principal-in-Charge	Project Engineer	Senior Grant Professional	Grants Analyst	Total Hours	Total Labor Cost		
Hourly Rates	\$367	\$238	\$195	\$175			\$17	
<b>1.0 Project Management and Meetings</b>								
1.1 Project Management	1	3	5		9	\$2,056	\$153	\$2,209
1.2 Kickoff and Progress Meetings	5	2	8	8	23	\$5,271	\$391	\$5,662
<b>Task 1 Subtotal</b>	<b>6</b>	<b>5</b>	<b>13</b>	<b>8</b>	<b>32</b>	<b>\$7,327</b>	<b>\$544</b>	<b>\$7,871</b>
<b>2.0 Develop Application Package</b>	5	5	80	60	150			
<b>Task 2 Subtotal</b>	<b>5</b>	<b>5</b>	<b>80</b>	<b>60</b>	<b>150</b>	<b>\$29,125</b>	<b>\$2,550</b>	<b>\$31,675</b>
<b>Project Totals</b>	<b>11</b>	<b>10</b>	<b>93</b>	<b>68</b>	<b>182</b>	<b>\$36,452</b>	<b>\$3,094</b>	<b>\$39,546</b>
<u>Notes:</u>								
PECE: Project Equipment Communication Expense								



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

**Submitted By:** Lily Sellers, Dripping Springs Ranch Park Manager

**Council Meeting Date:** May 19<sup>th</sup>, 2026

**Agenda Item Wording:** **Discussion and possible action regarding a Texas Water Development Board Water Supply Infrastructure Grant application.**

**Sponsor:** Mayor Bill Foulds, Jr.

**Summary/Background:** Dripping Springs Ranch Park and Parks & Community Services staff were approached by Dripping Rainwater regarding the Water Supply and Infrastructure Grant from the Texas Water Development Board.

Dripping Rainwater has proposed a roof-based rainwater collection system that could be funded by the TWDB grant opportunity. The project would not be eligible if it were limited to harvesting rainwater for non-potable uses because the grant excludes reuse for such purposes. However, the vendor has agreed to add the necessary filtration to allow for potable water use. Dripping Rainwater has created a preliminary design package for the DSRP outdoor arena rainwater collection system.

A preliminary design includes the system layout, water offset projections, and a 20-year return analysis.

If selected by City Council and awarded by TWDB, **the grant could obviate the need for the City to self-fund roof construction at a cost exceeding \$1 million.**

Applications for this TWDB Grant are due Thursday, July 30<sup>th</sup>, 2026. The City of Dripping Springs can only submit one application for the Water Supply and Infrastructure Grant.

**Commission Recommendations:** The Parks and Recreation Commission, as well as the Dripping Springs Ranch Park Board of Directors, have both indicated support for the project and its selection for the City's application under the grant program.

**Recommended Council Actions:** Selecting the Dripping Springs Ranch Park Rainwater Collection System for consideration under the Texas Water Development Board Water Supply Infrastructure Grant program.

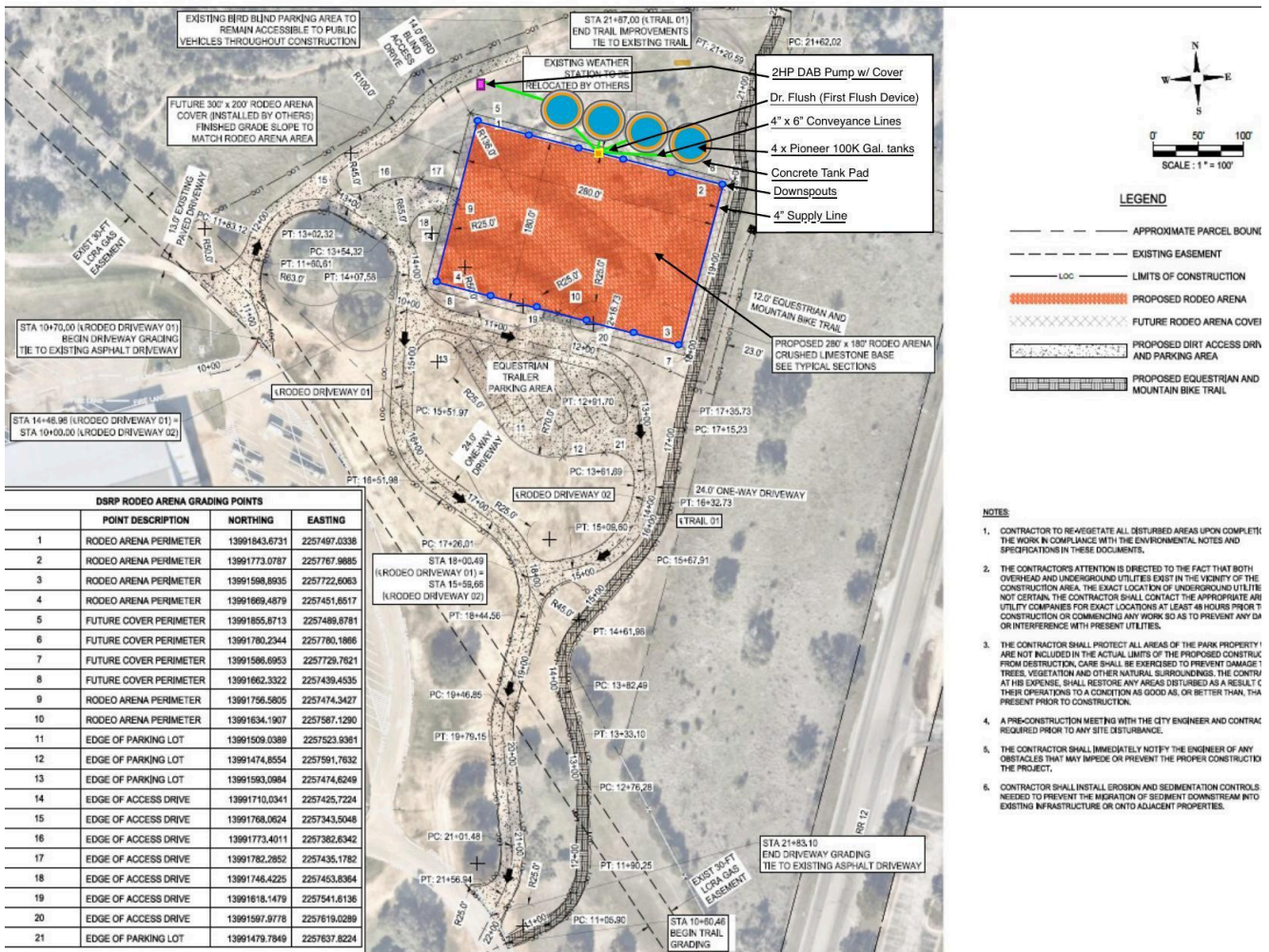
# DSRP Rainwater Collection System

DSRP Outdoor Arena · Dripping Rainwater System Design

## WATER OFFSET ANALYSIS - BASED ON 2025 WATER AUDIT REPORT USAGE

<b>927,200 gal</b> Annual water usage (2025)	<b>1,043,000 gal</b> DRW projected annual yield	<b>112%</b> Offset coverage	<b>~\$12,900</b> Est. annual savings
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## SYSTEM LAYOUT - DSRP OUTDOOR ARENA SITE PLAN



Scale: 1" = 100' · PRELIMINARY — Not for construction. All estimates subject to final site survey and engineering review.

## SYSTEM SPECIFICATIONS

Catchment area	50,400 sq ft (280' × 180' metal roof)
Annual yield (updated)	1,043,000 gallons / year
Storage capacity	400,000 gal — 4× Pioneer 100K tanks, in-line row
Dry-season buffer	5.2 months at average 2025 demand
Tank placement	North of arena; gravity-feed configuration
Water treatment	Dr. Flush first-flush diverter + 2HP DAB pump
Conveyance	4" × 6" lines; 4" supply line
System type	Non-potable (irrigation, dust suppression, maintenance)
Grant program	TWDB WSIG / HB 500 — application window March–July 2026

## MONTHLY USAGE VS. DRW YIELD (2025 BASELINE)

Month	Usage (gal)	DRW yield (gal)	Net (gal)	Water cost	Cost offset
Jan 2025	89,200	72,122	-17,078	\$1,067	\$863
Feb 2025	36,200	55,479	+19,279	\$433	\$433
Mar 2025	48,500	94,314	+45,814	\$580	\$580
Apr 2025	68,600	99,862	+31,262	\$820	\$820
May 2025	94,000	110,957	+16,957	\$1,124	\$1,124
Jun 2025	56,000	83,218	+27,218	\$670	\$670
Jul 2025	62,600	83,218	+20,618	\$749	\$749
Aug 2025	63,200	83,218	+20,018	\$756	\$756
Sep 2025	70,900	94,314	+23,414	\$848	\$848
Oct 2025	72,800	99,862	+27,062	\$871	\$871
Nov 2025	81,400	88,766	+7,366	\$974	\$974
Dec 2025	62,600	77,670	+15,070	\$749	\$749
<b>Full year</b>	<b>927,200</b>	<b>1,043,000</b>	<b>+115,800</b>	<b>\$11,090</b>	<b>\$11,090</b>

## WHY THIS MATTERS FOR DSRP

- **Water cost reduction:** On-site rainwater eliminates purchased-water costs for eligible uses (arena watering, grounds maintenance)
- **Drought resilience:** 5.6-month dry-season buffer means operational continuity even during Stage 3–4 drought restrictions
- **Infrastructure longevity:** Reduces wear on city water infrastructure; consistent non-potable supply for park operations
- **Community signal:** Positions DSRP as a sustainability leader in the Hill Country — consistent with the city's conservation priorities

## FUNDING PATHWAY - NO COST TO THE CITY

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This project is well-suited for the Water Supply Infrastructure Grant (WSIG) program administered by the Texas Water Development Board (TWDB), established under HB 500. Eligible costs include tanks, piping, site preparation, installation labor, and design fees.

<b>Application window</b> March – July 2026(current cycle — timing is now)	<b>Ready-to-proceed bonus</b> 10 additional scoring points with completed preliminary design	<b>DRW role</b> Prepare and support City's grant application at no upfront charge
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**DRIPPING SPRINGS**  
Texas



# FY 2026 Update of Water & Wastewater Rates

City Council Workshop  
City of Dripping Springs  
May 19, 2026

# Scenario: Presented March 3rd



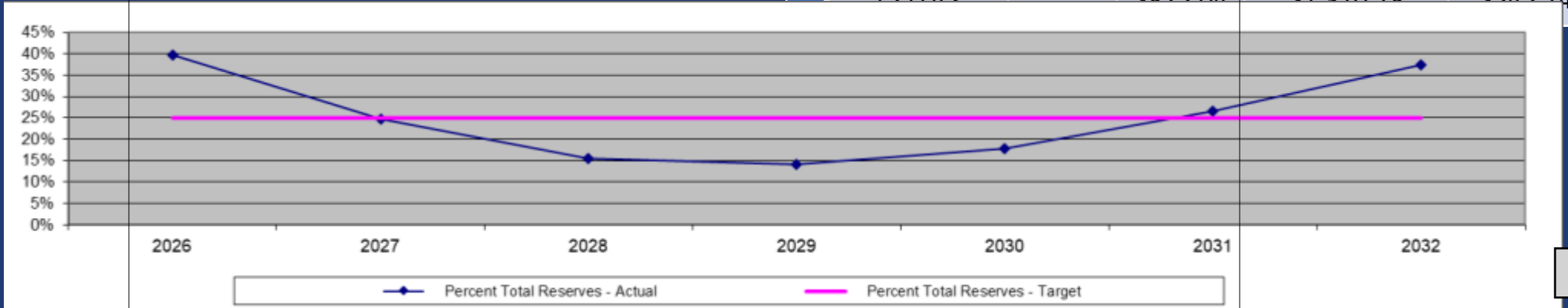
Factor	Assumption
Fund Balance	90 Days (25%)
General Fund Contribution	\$980,000 (20% Sales Tax)
Wastewater Base Fee	\$47.65
Wastewater Usage Fee per 1,000/Gal	\$6.08 - Residential

Residential	Fiscal Year	FY26	FY27	FY28	FY29	FY30	FY31	FY32
	Base Fee	47.65	85.77	115.79	119.27	122.85	126.53	126.53
	Usage	6.08	10.94	14.77	15.21	15.67	16.14	16.14

Commercial	Fiscal Year	FY26	FY27	FY28	FY29	FY30	FY31	FY32
	Base Fee	47.65	85.77	115.79	119.27	122.85	126.53	126.53
	Usage	8.10	14.58	19.68	20.27	20.88	21.51	21.51

FY 2026	Billed Usage	Current	Proposed: 3/3	Difference
	5,262	\$50.19	\$79.65	\$29.45
	6,578	\$55.52	\$87.64	\$32.12
	7,894	\$60.85	\$95.64	\$34.79

FY 2026 - Commercial	Billed Usage	Usage	Current	Proposed: 3/3	Difference
	3 LUE's	19,350	\$165.01	\$274.16	\$109.15
	8 LUE's	51,600	\$440.02	\$731.08	\$291.06
	15 LUE's		\$825.04	\$1,270.78	\$545.74



# Scenario: "05/13/26"

Item 15.

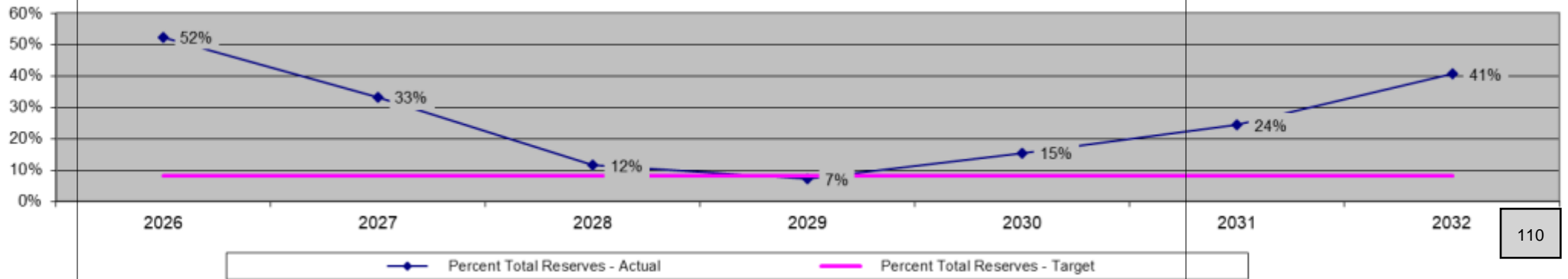
Factor	Assumption
Fund Balance	30 Days (8.3%)
General Fund Contribution	\$2,500,000 (Through 2030)
Wastewater Base Fee	\$43.32 - Residential
Wastewater Usage Fee per 1,000/Gal	\$5.67 - Residential

Residential	Fiscal Year	FY26	FY27	FY28	FY29	FY30	FY31	FY32
	Base Fee	43.32	58.48	76.03	95.03	114.04	122.02	130.56
	Usage	5.67	7.65	9.95	12.44	14.93	15.98	17.10

Commercial	Fiscal Year	FY26	FY27	FY28	FY29	FY30	FY31	FY32
	Base Fee	43.32	58.48	76.03	95.03	114.04	122.02	130.56
	Usage	5.99	8.09	10.52	13.15	15.78	16.88	18.06

FY 2026	Billed Usage	Current	Proposed: "2"	Difference
	5,262	\$50.19	\$73.16	\$22.97
	6,578	\$55.52	\$80.62	\$25.10
	7,894	\$60.85	\$88.08	\$27.23

FY 2026 - Commercial	Billed Usage	Usage	Current	Proposed: "2"	Difference
	3 LUE's	19,350	\$165.01	\$245.87	\$80.86
	8 LUE's	51,600	\$440.02	\$655.64	\$215.62
	15 LUEs	96,750	\$825.04	\$1,229.33	\$404.30





## CITY OF DRIPPING SPRINGS

### ORDINANCE No. 2026-

AN ORDINANCE AMENDING CHAPTER 20, ARTICLES 20.02 AND 20.06, SECTIONS 20.02.006(c) AND 20.06.004 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE GENERAL PROVISIONS RELATED TO WASTEWATER AND WATER RATES INCLUDING RATES FOR SERVICE PROVIDED TO OUT OF CITY CUSTOMERS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS,** the City of Dripping Springs owns and operates its municipal wastewater collection and treatment facilities (hereinafter, the "system"); and

**WHEREAS,** the City of Dripping Springs provides water service to citizens both inside and outside the city limits; and

**WHEREAS,** the city has adopted ordinances regarding construction, operation, extension and regulation of the wastewater system and system services; and

**WHEREAS,** the City performed a water and wastewater study related to rates for residents and for out of city residents; and

**WHEREAS,** the City Council finds that the amendments imposed by this Ordinance modify water and wastewater rates such that they are fair, just, and reasonable and so that the services are adequate and efficient and reflect the results of the water and wastewater studies; and

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

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

#### 1. FINDINGS OF FACT

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

#### 2. ENACTMENT

Chapter 20, Article 20, Sections 20.02.006(c) and 20.06.004 of the City of Dripping Springs Code of Ordinances is hereby amended so to read in accordance with Attachment "A" which is attached

hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment A.

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. CODIFICATION**

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

**6. 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 5<sup>th</sup> day of May 2026, by a vote of \_\_ (ayes) to U\_\_ (nays) to \_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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**Diana Boone, City Secretary**

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Attachment "A"

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**Sec. 20.02.006. Application for service; rates.**

(a) Application for service.

- (1) Any party desiring to receive wastewater service from the system shall make an application for such service to the city on forms provided by the city. All applications shall be made by the record owner or occupant of the property for which service is being requested. Proof of residency shall be furnished to the city's representative upon request. Unless otherwise specified in the form, the application fee is \$30.00. After the city has accepted the application and received all fees and charges due for the requested service, the city shall notify the customer to connect the sewer line(s) for which the customer is responsible (the sewer lines from the residence or other structure on the property to the tap on the system); thereafter, the customer shall be required to connect its sewer line(s) to the system reasonably promptly, but in any event no later than the date when service becomes available.
- (2) If the customer fails or refuses to connect to the system on or before the date when service becomes available, then, upon 30 days' written notice from the city, the city may, in its sole discretion, connect the customer's sewer lines to the system at customer's expense, for which the city may seek and collect reimbursement from the customer for its costs in making such connection, including engineering, contractor and administrative costs. Alternatively, the customer may apply for a refund under subsection (3) below.
- (3) If:
  - (A) The city has approved a customer's application for wastewater service, and the customer has paid the required connection fees, consisting of all connection fees under section 20.02.005(1) (existing structures), or capital recovery fees under section 20.02.005(2) (for new development); and
  - (B) Wastewater service is not available to the service address within two years of receiving the connection fees, or is available, but the city is not requiring the applicant to connect the service address, then:
  - (C) The applicant may send the city a written request agreeing to one of the following two options, and the city will comply with the request. The options are:
    - (i) The city will keep the connection fees, cancel the reservation of wastewater capacity (LUEs) stated in the application, and release the applicant from monthly wastewater payment obligations. The applicant will release the city from any obligation to provide the following "benefits": (i) install up to 100 feet of private lateral sewer lines to the service address and (ii) decommission the septic system at the service address. The city will provide service at the earliest time when the city determines that capacity in the system is available to the service address. Future connection will not be subject to any additional connection fees for the LUEs previously assigned (except for future excess use), but will be subject to all other connection and other fees, charges and other requirements for sewer service in effect at the time of the connection.
    - (ii) The city will refund the applicant's connection fees and cancel the person's application for service to the service address. The owner or occupant of the service address may reapply for service at a later date, subject to the city's decision that capacity in the system is available to that service address. Future connection will be subject to subsection 20.02.005(2)(D) and all connection fees, rates and charges in effect at the time of the future application. The person may reapply only under section 20.02.005(1)(B) or 20.02.005(2) and will not receive the benefits.

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(Supp. No. 9)

Attachment "A"

No other fees will be refunded under this subsection (a)(3). This subsection (a)(3) does not affect the city's continuing authority to order a property owner or occupant to connect the service address to the system, subject to all requirements of this article, at any time for reasons of public health and safety. If the terms of this subsection (a)(3) conflict with a contract between the city and the applicant, owner or occupant of the service address, the terms of the contract control.

- (4) A customer that fails or refuses to connect to the system after service is available is subject to delayed connection fees as provided in section 20.02.009. If the city has a demand for the customer's unconnected service, it may use the unconnected capacity to serve existing demand, after notice to the customer that the unconnected service will no longer be available to the customer until permitting or construction of additional capacity. The notice must give the customer at least 60 days to connect the service for which an application has been accepted and all connection and other fees due and owing to the city have been paid.

(b) General provisions.

- (1) Bills for sewer service may be based on:
  - (A) The metered water consumption by the customer during the winter season based upon the average of the monthly readings of the customer's water meter for the preceding December, January, and February;
  - (B) Projected water usage, if the customer has no water usage history; or
  - (C) The minimum usage charge with no gallonage charge if the customer has applied for service and the service is available, but the customer has not physically connected to the system.
- (2) If a residential customer does not have an acceptable history of water usage during the preceding December, January, and February, the projected water usage for purposes of subsection (b)(1)(B) is 6,450 gallons per month.
- (3) If a nonresidential customer does not have an acceptable history of water usage during the preceding December, January, and February, the customer's monthly sewer bill shall:
  - (A) Be calculated based upon the customer's current monthly water usage; or
  - (B) Be calculated by measuring actual sewage volume, on a basis acceptable to the city, at the expense of the customer, and correlating such volume to the schedule set forth below.

(c) Wastewater service rates.

- (1) The following monthly wastewater rates and charges for the collection, treatment and disposal of wastewater are in effect for residential customers, including multifamily and apartment, and commercial customers both within and outside the corporate limits of the city from the effective date of this article:
  - (A) Residential Minimum usage charge per LUE: ~~\$28.88.~~ \$XX.XX
  - (B) Excess usage charge per LUE: \$50.00.
  - (C) Residential Gallonage charge: ~~\$4.05-~~ \$XX.XX per 1,000 gallons.
  - (D) Commercial Minimum usage charge per LUE: \$XX.XX
  - (E) Commercial Gallonage charge: \$XX.XX
- (2) Minimum usage charges per LUE apply to each LUE for which a connection fee has been paid.
- (3) Excess usage charges apply to each LUE (or fraction thereof) in use at a service address that exceeds the number of LUE's for which a connection fee has been paid. The number of LUE's in use is measured

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Attachment "A"

by the city, using methods authorized by this chapter for billing purposes, such as metered water consumption by the customer. The city may vote to waive excess use fees for a particular customer class until excess use exceeds a specified amount.

- (4) In addition, the city shall charge each customer any regulatory assessment required by the state commission on environmental quality.
- (5) The rates fixed herein are estimated to be sufficient to provide for the expenses of operation, maintenance, and replacement of the system, including debt service. Such rates may be revised from time to time as may be necessary. Prior to revising such rates, the city may obtain a cost-of-service audit to be used as the basis for a rate increase.
- (d) Water usage not introduced into system. Wastewater customers not introducing all of their water usage into the system may apply to the city for exemption from wastewater charges for the water usage not introduced, by requesting the installation of a meter to determine the amount of water that is not being introduced into the system.
- (e) Discharges of dangerous substances. No residential user shall introduce any "toxic substance" or "hazardous substance" or "hazardous waste," as those terms are defined by applicable federal and state law (collectively, "prohibited substances") into the system without first receiving specific written approval from the city. The city reserves the right to terminate wastewater service at any time if the city determines that discharges of prohibited substances are occurring. Any damages to the system or other costs to the city caused by discharges to the system of prohibited substances or of abnormally strong domestic sewage or other substances which are incompatible with the system, shall be borne exclusively by the discharger of such wastewaters and at no expense to the city. Such costs for which the discharger is responsible include, but are not limited to, the costs of restoring wastewater treatment services, clean up and restoration of the environment, and sludge disposal. The city reserves the right to terminate wastewater service at any time if the city determines that such costs have not been, or will not be, paid in a timely manner.

(Ordinance 1720.8, § III, adopted 9/8/09; Ordinance 1720.09, § 2.2, adopted 11/8/11; Ordinance 1720.11, §§ 2.4, 2.5, adopted 3/5/13; Ordinance 1720.13, adopted 10/10/17; Ordinance 2018-02, adopted 1/22/18; Ord. No. 2022-10, § 2, 4-19-2022; Ord. No. 2022-10A, § 2, 8-16-2022)

Sec. 20.06.004. Water rates and charges.

- (a) Applicability. These rates and charges are applicable to all sales or service of water within and outside the corporate limits of the city other than sales or service of water to a wholesale user.
- (b) Rates and charges. The city's rates and charges to customers for the sales or service of water shall consist of two parts: (i) base rates, (ii) special charges, and (iii) administrative fee.
  - (1) Base rates. For customers who live within the city limits of the City of Dripping Springs, the city shall charge: ~~as its base rates the same rates, fees, and charges (including, but not limited to, water impact fees, connection fees, minimum monthly charges, capital charges, and volumetric charges), the same as what is charged by the Dripping Springs Water Supply Corporation.~~

Meter Size	Rate
5/8"	\$36.75
3/4"	\$36.75
1"	\$91.88
1 1/2"	\$183.75
2"	\$294.00

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3"	\$551.25
4"	\$918.75
6"	\$1,837.50
8"	\$2,940.00

- (2) Volumetric Rates. For customers who live within the city limits of the City of Dripping Springs, the city shall charge the following rate per 1,000 gallons per billing period:

Usage (Gallons)	Rate
0-4,000	\$2.36
4001-8000	\$3.94
8001-12000	\$4.46
12001-20000	\$5.51
20001-30000	\$8.66
30001-50,000	\$13.91
50,001-99,999,999	\$18.90

- (3) Out-of-city base rates. For customers who live outside the city limits of the City of Dripping Springs, the city shall charge as its base rates the same rates, fees, and charges (including, but not limited to water impact fees, connection fees, minimum monthly charges, capital charges, and volumetric charges), the same as what is charged by the Dripping Springs Water Supply Corporation plus an additional 20 percent for the rates, fees, and charges.

Meter Size	Rate
5/8"	\$36.75
3/4"	\$36.75
1"	\$91.88
1 1/2"	\$183.75
2"	\$294.00
3"	\$551.25
4"	\$918.75
6"	\$1,837.50
8"	\$2,940.00

- (34) Volumetric Rates. For customers who live outside the city limits of the City of Dripping Springs, the city shall charge the following rate per 1,000 gallons per billing period:

Usage (Gallons)	Rate
0-4,000	\$2.71
4001-8000	\$4.53
8001-12000	\$5.13
12001-20000	\$6.34
20001-30000	\$9.96
30001-50,000	\$16.00
50,001-99,999,999	\$21.74

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(5) Golf Course. For golf course customers within and outside of the City Limits of Dripping Springs, the city shall charge the following rate per 1,000 gallons per billing period:

Usage (Gallons)	Rate
0-99,999,999	\$2.38

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(6) Special charges. Each retail water customer shall be responsible to pay costs incurred that are attributable to a specific retail customer or retail customer account (such as, but not limited to, returned check fees, disconnect charges, and resumption of service charges).

(47) Administrative fee. Except for wholesale water impact fees, the city shall charge an administrative fee calculated as a percentage of the sum of the base rates and special charges charged pursuant to subsections (b)(1), (b)(2), and (b)(3) above. The applicable percentage shall initially be six percent and periodically reviewed and revised, as appropriate. The administrative fee will be shown separately on each customer's water bill.

(58) Reclaimed water fee. The reclaimed water fee is \$5.00 per 1,000 gallons. In order to obtain reclaimed water, each customer must complete a reclaimed water use agreement form and be approved by the city.

(Ordinance 2019-26, adopted 8/20/19; Ord. No. 2022-10, § 2, 4-19-2022; Ord. No. 2022-10A, § 2, 8-16-2022; Ord. No. 2023-29, § 2, 9-5-2023; Ord. No. 2025-32, 10-7-2025)



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

**Submitted By:** Aniz Alani, City Attorney

**Council Meeting Date:** May 19, 2026

**Agenda Item Wording:** Public hearing, discussion, and possible action to approve an Ordinance amending the Code of Ordinances of the City of Dripping Springs relating to mayoral appointments.

**Agenda Item Sponsor:** Mayor Bill Foulds, Jr.

**Summary/Background:** The proposed ordinance updates the City’s Code of Ordinances to clarify the Mayor’s role in appointing council members to serve on City committees and in areas of oversight following each municipal election. Section 1.02.045 currently provides for mayoral appointment of council members to specified council committees and oversight areas. The proposed amendment updates that list to reflect current City committee structure and current operational needs.

The ordinance removes the Economic Development Committee from the list of council committee appointments because that committee no longer exists.

The ordinance also conforms the membership provisions for several existing committees to reflect that each will include a council member appointed by the Mayor. The affected committees are:

1. Transportation Committee;
2. Emergency Management Committee;
3. Farmers Market Committee; and
4. Founders Day Committee.

For each of these committees, the amendment is intended to improve coordination between the committee and the City Council by ensuring that a designated council member serves as a committee member or council liaison, as applicable. The ordinance also addresses vacancies and service at the pleasure of the Mayor for the mayor-appointed council member positions.

In addition, the ordinance adds a general default rule for designated City representatives. Unless an ordinance expressly provides otherwise, any external committee, board, commission, task force, working group, or similar body, or any newly formed internal City committee, board, commission, task force, working group, or similar body, that requires or provides for a designated City representative will have that representative appointed by the Mayor. This provision is intended to provide a clear appointment process when a committee or outside body calls for City representation but the Code does not otherwise specify an appointing authority.

### **Proposed Amendments**

The ordinance would make the following Code amendments:

- **Section 1.02.045 — City Council Committees; Areas of Oversight; Designated City Representatives.** Updates the list of council committees to include the Transportation Committee, Farmers Market Committee, Emergency Management Committee, and Founders Day Committee. Adds Tourism as an area of oversight. Adds a default rule for mayoral appointment of designated City representatives to external or newly formed internal committees unless an ordinance states otherwise.
- **Article 2.04, Division 1 — Generally.** Adds a new general provision stating that designated City representatives to external or newly formed internal bodies are appointed by the Mayor unless an ordinance expressly provides otherwise.
- **Article 2.04, Division 2 — Economic Development Committee.** Repealed.
- **Transportation Committee.** Amends committee membership to specify that the City Council member serving on the committee is appointed by the Mayor and serves at the pleasure of the Mayor.
- **Emergency Management Committee.** Amends committee membership to add a City Council member appointed by the Mayor and provides that the mayor-appointed council member serves as chair unless the Mayor appoints another council member to serve as chair.
- **Farmers Market Committee.** Amends committee membership to include a City Council member appointed by the Mayor.
- **Founders Day Committee.** Amends committee membership to add a City Council member appointed by the Mayor, increases maximum membership from 15 to 16 members, and clarifies that the mayor-

appointed council member also serves as a liaison from the committee to City Council.

**Commission  
Recommendations:**

N/A

**Recommended  
Council Actions:**

Approval.

**Attachments:**

Draft Ordinance

**City of Dripping Springs**  
**Mayoral Appointments Ordinance**

**ORDINANCE No. 2026-##**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING THE CODE OF ORDINANCES RELATING TO CITY COUNCIL COMMITTEE APPOINTMENTS, COMMITTEE MEMBERSHIP, AND DESIGNATED CITY REPRESENTATIVES; AMENDING SECTION 1.02.045; AMENDING ARTICLE 2.04, BOARDS, COMMISSIONS AND COMMITTEES; AMENDING THE TRANSPORTATION COMMITTEE, EMERGENCY MANAGEMENT COMMITTEE, FARMERS MARKET COMMITTEE, AND FOUNDERS DAY COMMITTEE PROVISIONS TO INCLUDE A MAYOR-APPOINTED COUNCIL MEMBER; PROVIDING THAT DESIGNATED CITY REPRESENTATIVES TO EXTERNAL OR NEWLY FORMED INTERNAL COMMITTEES SHALL BE APPOINTED BY THE MAYOR UNLESS AN ORDINANCE STATES OTHERWISE; AND PROVIDING FOR RELATED MATTERS.

- WHEREAS,** the City of Dripping Springs, Texas (the “City”) is a general law municipality authorized to adopt and amend ordinances for the good government, peace, and order of the City; and
- WHEREAS,** the City Council has determined that efficient communication between City committees and the City Council is promoted by mayoral appointment of council members to serve as committee members or council liaisons, as applicable; and
- WHEREAS,** the City Council desires to update the list of council committees and areas of oversight to which the Mayor appoints council members following each municipal election; and
- WHEREAS,** the City Council desires to clarify that, unless otherwise provided by ordinance, any external committee or newly formed internal committee requiring a designated City representative shall have that representative appointed by the Mayor; and
- WHEREAS,** the City Council further desires to remove obsolete references to the Economic Development Committee, which no longer exists; and

**WHEREAS,** the City Council finds that the amendments adopted by this Ordinance are in the best interests of the public health, safety, welfare, and good government of the City.

**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**

Section 1.02.04, Article 2.04, and Section 6.05.005 are amended to read in accordance with “**Exhibit A**”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any blue underlined text shall be added to the Code of Ordinances and any text that is struck through in red shall be removed.

### **3. 10. Conforming Amendment; Conflicting Provisions.**

All references in the Code of Ordinances to the Economic Development Committee as an existing city committee are deleted or deemed repealed. Any Code provision, committee rule, policy, or procedure that conflicts with this Ordinance is superseded to the extent of the conflict.

### **4. REPEALER**

All ordinances, resolutions, or parts of ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

### **5. SEVERABILITY**

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

### **6. 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. The City Secretary, in consultation with the City Attorney, is authorized to make non-substantive formatting, numbering, and cross-reference corrections necessary for codification.

### **7. EFFECTIVE DATE**

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

**8. PROPER NOTICE & MEETING**

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

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"

City of Dripping Springs  
 CODE OF ORDINANCES  
 Chapter 1 GENERAL PROVISIONS  
ARTICLE 1.02. CITY COUNCIL

Division 2. Meetings

**Sec. 1.02.045. City council committees.**

- (a) Council committee appointments. The mayor shall appoint councilmembers, following each municipal election, to the following council committees. Unless otherwise provided by ordinance, a councilmember appointed under this section shall serve as a member of the committee and as the liaison from the committee to the city council. ~~These appointed councilmembers shall act as liaisons from their respective committee(s) to the city council.~~
- ~~(1) — Economic development committee.~~
- (~~2~~1) Transportation committee.
- (~~3~~2) Farmers market committee.
- (~~4~~3) Emergency management committee.
- (4) Founders Day committee.
- (b) Areas of oversight. The mayor shall appoint councilmembers, following each municipal election, to the following areas of oversight:
- (1) Parks.
  - (2) Public health and safety.
  - (3) Utilities.
  - (4) Finance.
  - (5) Transportation and streets.
  - (6) Community events and services.

- (c) External and newly formed internal committees. Unless an ordinance expressly provides otherwise, if an external committee, board, commission, task force, working group, or other similar body, or a newly formed internal city committee, board, commission, task force, working group, or other similar body, requires or provides for a designated city representative, the mayor shall appoint the city representative. A city representative appointed under this subsection may be a councilmember, city officer, city employee, or other person eligible to serve in the representative capacity, as determined by the mayor and consistent with applicable law and the requirements of the body to which the appointment is made.
- (d) Term; vacancies. Appointments made under this section shall be made following each municipal election and shall continue until the mayor makes a successor appointment, unless an earlier vacancy occurs or an ordinance provides a different term. The mayor may fill a vacancy in an appointment made under this section for the remainder of the applicable term.-

## Chapter 2 ADMINISTRATION AND PERSONNEL

### ARTICLE 2.04. BOARDS, COMMISSIONS AND COMMITTEES

#### *Division 1. Generally*

##### Sec. 2.04.001. Designated city representatives; mayoral appointment.

Unless an ordinance expressly provides otherwise, any designated city representative to an external committee, board, commission, task force, working group, or other similar body, or to a newly formed internal city committee, board, commission, task force, working group, or other similar body, shall be appointed by the mayor. This section controls over any conflicting policy, rule, procedure, or committee practice, but does not alter any appointment required by state law or by an ordinance that expressly provides for a different appointing authority.

**Secs. 2.04.~~001~~002—2.04.030. Reserved.**

#### *~~Division 2. Economic Development Committee~~*

##### **~~Sec. 2.04.031. Title.~~**

~~This division shall be commonly cited as the economic development committee ordinance.-~~

##### **~~Sec. 2.04.032. Purpose.~~**

~~This division provides standards for the formation, function, and responsibilities of an advisory economic development committee tasked with representing various citizen groups and their interests as part of the city council's greater discussion of economic development, its design, and its direction.-~~

~~(1)—Good government and public safety. To promote the safety of persons and property by preventing:-~~

~~(A)—Uncoordinated transportation development that threatens public safety; or-~~

~~(B) Disconnected residential and business development that reduces the efficiency and operation of good government and order.~~

### **~~Sec. 2.04.033. Scope.~~**

~~This division applies to all property within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ).~~

### **~~Sec. 2.04.034. Definitions.~~**

~~(a) Rules of interpretation. Words and phrases used in this division shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.~~

~~(b) Specific definitions.~~

~~Committee: The economic development committee created herein.~~

### **~~Sec. 2.04.035. Membership; meetings.~~**

~~(a) Number of members.~~

~~(1) The committee will have 12 members, one of whom will be the committee chair appointed by the city council.~~

~~(2) The committee may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at its first meeting. Subcommittees may invite input from non-committee members.~~

~~(b) Terms of members.~~

~~(1) Committee members will be appointed to serve a two-year term. There is no limit as to how many terms a member may serve.~~

~~(2) Terms shall commence June 1st.~~

~~(3) Upon enactment of this section in 2014, the terms of all then-serving committee members shall be extended by operation of this section until June 1st. Prior to that time, all then-serving committee members shall draw lots to determine which four members will be allotted an initial one-year term, and which four members will be allotted a four-year term.~~

~~(c) Member selection.~~

~~(1) As vacancies occur, city staff will prepare a slate of nominees for city council consideration. The slate will include nominees from various citizen groups, including but not limited to historic preservationists, planners, park supporters, the business community, school districts, media, nonprofits, county representatives, and property owners. The slate will only include individuals that city staff has contacted and who have expressed an interest and availability to serve. Potential nominees may express interest in the committee by contacting the city secretary in writing.~~

~~(2) City staff will endeavor to reflect a variety of interests and diverse points of view (current and future) in the list of committee nominees.~~

- ~~(3) The city council will approve, reject, or modify the list.~~
- ~~(d) Resignation; vacancies. A committee member may resign by notifying the city secretary in writing of his or her intent to resign. A failure to attend three or more sequential committee meetings will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.~~
- ~~(e) Meetings.~~
- ~~(1) The committee will meet monthly at city hall, as coordinated with and arranged by city staff. Agendas will be drafted by the committee chair, under the advisement of committee members.~~
- ~~(2) Committee designated subcommittees may meet more often, as coordinated with and arranged by city staff. Agendas will be drafted by the subcommittee chair, under the advisement of subcommittee members.~~
- ~~(3) The committee chair and any subcommittee chair(s), or his or her designee(s), will attend the first city council meeting of each month to update the council on projects and progress.~~

#### **~~Sec. 2.04.036. Authority.~~**

~~The committee has no authority to make decisions binding on the city. The committee's functions are purely advisory and not subject to the Open Meetings Act.~~

#### **~~Sec. 2.04.037. Responsibilities.~~**

- ~~(a) The committee is responsible for organizing an inclusive process for assessing community needs and priorities in an orderly fashion, and providing the council with guidance via a proposed economic strategic plan that reflects the skills, creativity, vision, and cooperation of the committee, its members, and its advisors.~~
- ~~(b) After the final economic strategic plan is presented to city council, the committee will continue to advise the council on carrying out the plan.~~
- ~~(c) The city council may at a future date consider the economic strategic plan ready for revision or replacement, at which time the economic strategic plan drafting process described below will begin again.~~

#### **~~Sec. 2.04.038. Drafting of economic strategic plan.~~**

- ~~(a) Functions of committee. The committee's function is to study the city's economic development status, assess opportunities, and suggest guidelines to the city council for collaboration and growth that will effectively move the city from its current status towards future opportunities.~~
- ~~(b) Contents of plan. The committee is tasked with drafting an economic strategic plan that identifies:~~
- ~~(1) A vision statement to drive future economic development;~~
- ~~(2) At least three short term project options that the city can implement/complete in the next three years (such as land use improvements, marketing campaigns, historic preservation/revitalization, and retaining/attracting business), along with each short term project's necessary participants, strengths, weaknesses, draft budget, and timeline.~~
- ~~(3) At least three long term project options that the city can implement/complete in the next five years (such as transportation improvements and education/employment opportunity improvements), along with each long term project's necessary participants, strengths, weaknesses, draft budget, and timeline.~~

**~~Sec. 2.04.039. Presentation of economic strategic plan.~~**

- ~~(a) Schedule. The economic strategic plan will be presented to the city council in written and presentation format in phases over the course of one year. The presentations over the course of the committee's first year will include:~~
- ~~(1) Month 1: Organizational/brainstorming report.~~
  - ~~(2) Month 2: Vision statement.~~
  - ~~(3) Month 3: Short term project 1.~~
  - ~~(4) Month 4: Short term project 2.~~
  - ~~(5) Month 5: Short term project 3.~~
  - ~~(6) Month 6: Long term project 1.~~
  - ~~(7) Month 7: Long term project 2.~~
  - ~~(8) Month 8: Long term project 3.~~
  - ~~(9) Month 10: Economic strategic plan draft A (products of months one to nine).~~
  - ~~(10) Month 12: Economic strategic plan final draft.~~
- ~~(b) Public access to information. The committee's work and work product will be subject to the Public Information Act, chapter 552 of the Texas Government Code.~~

**~~Sec. 2.04.040. Support.~~**

- ~~(a) City staff will provide logistical support to the committee and its subcommittees, as defined by access to city facilities for purposes of public meetings, access to city resources for purposes of copies and communications, and a designated staff liaison to coordinate and direct such support.~~
- ~~(b) The city website will provide a page via the staff liaison upon which the committee may post:~~
- ~~(1) Meeting information;~~
  - ~~(2) Agendas and minutes; and~~
  - ~~(3) **Resource materials, if any.**~~

*Division 2. Reserved***Secs. 2.04.031—2.04.040. Reserved.***Division 4. Founders Day Committee***Sec. 2.04.094. Membership; meetings.**

- (a) Number of members. The committee shall be composed of up to ~~15~~ 16 members, including a chairperson, who are known to be interested in the annual Founders Day celebration and who have contributed to its success in previous years. One member shall be a member of the city council appointed by the mayor. The members shall include members of the organizations and at-large members. The Lions Club shall include three members as representatives of the carnival and the food vendors; the Dripping Springs Cook-Off Club shall include three members as representatives of the cooks participating in the cook-offs; and the St. Martin de Porres Church shall include three members as representatives of the arts and crafts vendors. The city council shall appoint up to six members to serve as at-large members for ~~terms of up to a two-year term.~~ The committee shall inform the city council in writing whenever a vacancy exists in an at-large or

organization member position. [A vacancy in the city council member position shall be filled by appointment of the mayor.](#)

- (b) **Nominations for organization representatives.** At the time new appointments for members who are organization representatives are needed, the city council or committee shall request nominations from the organizations. Upon request, the Lions Club; the Cook-Off Club; and St. Martin de Porres Church shall provide nominees applications from each of their respective organizations to the committee to serve as committee members. Each nominee application shall be reviewed by the committee. The committee shall make recommendations for each nominee to the city council. The city council shall select members from each organization's nominees to serve [for terms of up to two years](#) ~~terms~~ after review of the committee's recommendations but can reject any or all applications. The city council can request additional nominee applications from the organizations if all vacancies are not filled by the organization's nominations.
- (c) **Nominations for at-large members.** At the time new appointments for at-large members are needed, the city council shall request nominations from the members of the committee and the public for each vacancy. The city secretary shall post on the city website any time a vacancy occurs and shall forward any applications to the committee. The committee may also seek nominee applications and shall review each application for committee membership from applications received by the committee and applications received by the city secretary. The committee shall forward all applications received with recommendations for each at-large nominee to city council. The city council shall select members from the at-large nominations to serve [terms of up to two years](#) ~~terms~~ after review of the committee's recommendations but can reject any or all recommendations or applications. The city council can request additional nominee applications from the committee and the public if all vacancies are not filled by the filed applications. Such nominations shall take into consideration all known parties interested in or participating in the Founders Day celebration at the time such nominations are made.
- (d) **Appointment of chairperson.** The city council shall annually appoint a committee member, to serve as chairperson. The committee may provide a recommendation to city council regarding the appointment of chairperson. The city council may appoint co-chairpersons if it deems it appropriate. The committee members shall annually appoint a vice chairperson and a secretary.
- (1) The secretary is responsible for the recording of minutes.
  - (2) The vice chairperson has the following duties: coordinating of subcommittee chairs; reports and serves the chairperson; substitutes for the chairperson in the event of their absence.
  - (3) The chairperson has the following duties: conducts meetings; acts as liaison to the city council; presents yearly wrap-up report to the city council. [The city council member appointed by the mayor shall also serve as a liaison from the committee to the city council.](#)
- (e) **Terms of members.** ~~The e~~Committee members [other than the city council member appointed by the mayor shall serve terms of up to two years, with terms staggered so that seven positions expire on July 1 of each odd-numbered year and seven positions expire on July 1 of each even-numbered year. Appointments may be made for less than two years as necessary to maintain the staggered terms. The term of the chairperson shall expire on July 1 of each year. The city council member appointed by the mayor shall serve at the pleasure of the mayor.](#) ~~staggered terms with the term of seven members to expire on July 1 of each odd-numbered year, the term of seven members to expire on July 1 of each even-numbered year, and the term of the chairperson to expire on July 1 of each year.~~
- (f) **Member selection.** The committee shall recommend criteria for its members that shall be followed by its members and used to evaluate removal of its members. The committee's recommended criteria shall be sent to the city council for review. The city council shall review the committee's criteria recommendation and the city council shall approve criteria for the committee's members. The criteria approved by the city council shall be filed with the city secretary and provided to each member, nominee, and organization upon request.

- (g) Resignation; removal; vacancies. Members of the committee may be removed from office by the city council at any time by a simple majority vote of the city council, either:
- (1) Upon its own motion; or
  - (2) Upon recommendation of the Founders Day Committee chairperson and one other Founders Day Committee member.
- (h) Removal of members. Members of the committee may be removed from office by a vote of a simple majority of the total members of the committee if the committee finds that the member is not compliant with the criteria for its members as adopted as described above. If a member is removed by the committee, the committee shall notify the city council of the removal and provide city council with a written statement with the reasoning for removal within ten days of the vote of removal. The removed member may appeal the removal to city council in writing within ten days of removal. The city council shall review the appeal within 30 days at a city council meeting. The city council shall consider the approved criteria, the written statement of the committee, and any information provided by the removed member. The city council shall provide notice of the appeal to the chairperson of the committee. The city council's decision on removal is final. Vacancies created shall be filled as provided by this chapter.
- (i) Resignation. A committee member may resign by notifying the city secretary in writing of their intent to resign. A failure to attend three or more sequential committee meetings without approval from the chairperson will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.
- (j) Quorum. A quorum shall consist of a simple majority of the members, including the chairperson. The chairperson shall have a vote only in the case of a tie vote by the committee members. If no quorum exists, the chairperson may cancel the meeting.
- (k) Schedule of meetings. Meetings of the committee shall be held as follows and may be rescheduled or cancelled by the chairperson or vice-chairperson upon notice to the committee members and city secretary:
- (1) January—May: Second and Fourth Monday of each month; and
  - (2) October—December: Second Monday of each month.
- (l) Meetings may also be called by the chairperson, at the request of two or more of the committee's members, or at the request of the council.
- (m) Committee members unable to attend any meeting shall notify the chairperson as soon as possible, in order to assure a quorum will be present. Any member of the committee absent for three regular consecutive meetings or four regular meetings during the preceding 12-month period of the committee, without having obtained leave of absence at a regular meeting, unless prevented by sickness, shall be deemed to have vacated his or her office.
- (n) Meetings shall be generally open to the public but not subject to the Open Meetings Act as an advisory committee. All documents created by or on behalf of the Founders Day Committee shall be city documents which are subject to the city's records retention schedules and the Texas Public Information Act as set forth in chapter 552 of the Texas Government Code, as amended.

## *Division 6. Transportation Committee*

### **Sec. 2.04.155. Membership; meetings.**

- (a) Number of members.
- (1) The committee will have nine voting members, one of whom will be the committee chair appointed by the city council. A vice-chair will be selected by the chair and approved by a majority of the transportation committee members. The vice-chair will serve as the chair in the absence of the chair.

- (2) Five municipal members of the committee are:
- (A) A member ~~from of~~ city council [appointed by the mayor](#);
  - (B) A member from planning and zoning commission;
  - (C) The planning director; ~~and~~
  - (D) The city engineer; and
  - (E) A representative of the Dripping Springs Independent School District.

[The mayor shall appoint the city council member to serve on the committee.](#) ~~The city council and~~ planning and zoning commission shall nominate and vote on ~~their~~ [its](#) respective member to serve on the committee. The Dripping Springs Independent School District Superintendent shall provide a recommendation for ~~their~~ [the district](#)-representative to be approved by the city council.

- (3) Four public members of the committee shall be residents of either the city limits or its ETJ. No less than one public member will reside within the city limits.
  - (4) The committee may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at its first meeting. A vice-chair will be selected by the chair and approved by a majority of the subcommittee members. The vice chair will serve as the subcommittee chair in the absence of the chair. Subcommittees may invite input from non-committee members.
  - (5) The committee may add non-voting members on an as-needed basis as approved by a majority of the committee.
- (b) Terms of members.
- (1) Municipal members of the committee will serve at the pleasure of the bodies that appointed them. [The city council member appointed by the mayor shall serve at the pleasure of the mayor.](#) The public committee members will serve ~~terms of up to a two-year term~~, at the will of the city council. There is no limit as to how many terms a member may serve.
  - (2) The chair and vice-chair will serve a one-year term, at the will of city council. There is no limit as to how many terms the chair or vice-chair may serve.
  - (3) Vacancies may be filled by appointment, with the appointed replacement member being bestowed the remainder of the unexpired term.
- (c) Member selection.
- (1) Every two years ~~on~~ [in](#) even years starting in June 2014, city staff will prepare a slate of nominees for city council consideration [for public member appointments. Public member appointments shall be for terms of up to two years.](#) The slate will include nominees including but not limited to those with a background and experience in civil engineering, land/transportation planning, real estate/development, business ownership, and alternative mobility. The slate will only include individuals that city staff has contacted and who have expressed an interest and availability to serve. Potential nominees may express interest in the committee by contacting the city secretary in writing.
  - (2) The city council will approve, reject, or modify the list.
- (d) Resignation; vacancies. A committee member may resign by notifying the city secretary in writing of his or her intent to resign. A failure to attend three or more sequential committee meetings without approval from the chair will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.
- (e) Meetings.

- (1) The committee will meet monthly at city hall, as coordinated with and arranged by city staff. Agendas will be drafted by the committee chair, under the advisement of committee members.
- (2) Committee designated subcommittees may meet more often, as coordinated with and arranged by city staff. Agendas will be drafted by the subcommittee chair, under the advisement of subcommittee members.
- (3) The committee will make a report to the city council at the first meeting of each month to update the council on projects and progress.

## *Division 7. Emergency Management Committee*

### **Sec. 2.04.195. Membership; meetings.**

- (a) Liability. The City of Dripping Springs Texas Municipal League liability coverage shall include the members of the committee to the extent allowed by law. The city attorney shall advise and represent the committee, as appropriate.
- (b) Ethical standards. Committee members shall comply with all ethical standards applied to officers of the city as stated in article 2.02 of the City of Dripping Springs Code of Ordinances.
- (c) Number of members. The committee shall have ~~nine-ten~~ nine voting members, one each:
  - (1) A member of the city council appointed by the mayor;
  - (2) At-large member that shall reside in Hays County;
  - (3) Chamber of commerce representative;
  - (4) Hays County CERT (Community Emergency Response Team) representative;
  - (5) Hays County Constable or designee;
  - (6) Emergency Services District Number 1 representative;
  - (7) Emergency Services District Number 6 representative;
  - (8) Hays County Emergency Manager or designee;
  - (9) Dripping Springs Independent School District representative; and
  - (10) Hays County Fire Marshal or designee.
- (d) Terms of members and chair and vice-chair.
  - (1) Each committee member shall serve terms of up to a two-year term, at the will of the city council. There is no limit as to how many terms a member may serve.
  - (2) ~~A member of t~~he city council ~~shall be~~ member appointed by the mayor to serve as a chair for a term of one year , unless the mayor appoints another city council member to serve as chair before the expiration of the term. The committee shall elect from its membership a vice-chair to serve for a term of one year. There is no limit to the number of terms the chair or vice-chair may serve. In the event that the chair or vice-chair are absent, the emergency management coordinator shall preside.
- (e) Member selection.
  - (1) Each year staff shall prepare a slate of nominees for city council consideration. The slate shall include nominees with a background and experience in those activities related to emergency management. The chair shall provide a recommendation for members seeking appointment or reappointment.
  - (2) The city council shall approve, reject, or modify the slate of nominees.
- (f) Resignation and vacancies.

- (1) A committee member may resign by notifying the city secretary in writing of their intent to resign.
  - (2) A failure to attend three or more sequential committee meetings without approval from the chair will constitute a de facto notification of intent to resign.
  - (3) Vacancies shall be filled by appointment, with the appointed replacement member being bestowed the remainder of the unexpired term.
- (g) Meetings.
- (1) The committee shall meet monthly, unless otherwise deemed appropriate by the chair. Agendas shall be drafted by the emergency management coordinator, under the advisement of the committee chair.
  - (2) The emergency management coordinator with the assistance of city staff shall make a written report to the city council each quarter to update the council on projects and progress.

## Chapter 6 Business Regulations

### ARTICLE 6.05. FARMERS MARKET

#### *Division 2. Farmers Market Committee*

##### **Sec. 6.05.005. Committee membership, meetings.**

- (a) Number of members. The committee shall have up to eight members. One member shall be a member of the city council appointed by the mayor.
- (b) Terms of members. Committee members will serve terms of -up to two -years-terms. Members may be reappointed with no limitation on the number of terms one member may serve.
- (c) Member selection.
  - (1) Every year, city staff will prepare a slate of nominees for city council consideration for all committee positions other than the city council member appointed by the mayor.
  - (2) Committee members , other than the city council member appointed by the mayor, shall be appointed by majority vote of the city council.
  - (3) The city council member serving on the committee shall be appointed by the mayor and shall serve at the pleasure of the mayor.
  - (3) Committee members , other than the city council member appointed by the mayor, must be residents or business owners in the city limits or ETJ or within 150 miles of the city limits. At least two committee members must be market vendors of which one shall be an agricultural producer.
  - (4) Although not strictly required, preference for committee membership shall be given to persons who raise, grow or make food products, or artists who make crafts from agricultural products.
- (d) Officers. The chair shall be appointed by the city council from among the membership. A vice-chair shall be selected by the committee members. In the absence of the chair or vice-chair, the remaining committee members may select a person among themselves to preside over a meeting.
- (e) Member removal. The city council may remove committee members by majority vote, with or without cause.

- (f) Resignation; vacancies. A committee member may resign by providing the city secretary written intent to resign. A failure to attend three or more sequential, regular committee meetings will constitute automatic notification of intent to resign. The committee may provide recommendations to the city council related to the removal or appointment of committee members. The city council may fill vacancies by majority vote except that a vacancy in the city council member position shall be filled by appointment of the mayor. Committee members appointed to fill a vacancy will complete the unexpired portion of the term.
- (g) Committee meetings.
- (1) The committee will meet monthly in person or by electronic means as coordinated with and arranged by city staff. Agendas will be drafted by the market manager.
  - (2) A ~~minimum of four~~ majority of committee members shall constitute a quorum. The chair shall count toward the establishment of a quorum. Abstentions shall not affect the establishment of a quorum. A quorum is required to take action as the Dripping Springs Farmers Market Committee.
  - (3) The committee is not subject to the Texas Open Meetings Act.
  - (4) The committee's work and work product will be subject to the Public Information Act, Texas Government Code chapter 552.



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

**Submitted By:** Diana Boone, City Secretary

**Council Meeting Date:** May 19, 2026

**Agenda Item Wording:** Discussion and possible action regarding the appointment of David Inman as recommended by St. Martin de Porres Catholic Church and the reappointments of At-Large Members Michael Ward, Clinton Holtzendorf, and Jeff Shindler; Lions Club Representatives Sharon Goss and Scott Phillips; Cook-Off Club Representative Justin Cornett; and St. Martin de Porres Catholic Church Representative Eric Strang, for two (2) year terms ending June 30, 2028; and for the reappointment of At-Large Members Jordan Searle and Kimberly Rutherford; Cook off Club Representative Thomas Toms; and the reappointment of Jeff Shindler as chair for a one (1) year term ending June 30, 2027.

**Agenda Item Requestor:** Johnna Krantz, Community Events Coordinator

**Summary/Background:** The Founders Day Commission is a fourteen-member advisory commission tasked with managing the City of Dripping Springs' Annual Founders Day celebration. The Commission is responsible for planning, promoting, arranging, and organizing Founders Day. The Commission makes recommendations to city council regarding the improvement and safe operation of the Founders Day celebration.

Currently, commission members are appointed by City Council with six (6) members serving at-large, and nine members serving as representatives of St. Martin de Porres Catholic Church (3), Dripping Springs Cook-Off Club (3) and Dripping Springs Lions Club (3), organizations that are involved with the planning of the Founders Day Festival. One member from the commission shall be appointed by the City Council as the Chair to serve a term of one year.

The Founders Day Committee has recommended that (3) three members with terms expiring in June for what would have been a 2 year term, change to a 1 year term so it can even out the number of members whose term expire at the same time.

<b>Member</b>	<b>Term</b>	<b>Seat</b>
Jeff Shnider, Chair	06/30/26	At-Large
Clinton Holtzendorf, Vice Chair	06/30/26	At-Large
Jordan Searle	6/30/26	At-Large
Kimberly Rutherford	6/30/26	At-Large
Michael Ward	6/30/26	At-Large
Susan Warwick, Secretary	06/30/27	Lions Club
Sharon Goss	06/30/26	Lions Club
Scott Phillips	06/30/26	Lions Club
Thomas Toms	06/30/26	Cook Off Club
Lisa Garza	06/30/27	Cook Off Club
Justin Cornett	06/30/26	Cook Off Club
Mark Handley	06/30/27	St. Martin de Porres
Eric Strang	06/30/26	St. Martin de Porres
Jerome Borges	06/30/26	St. Martin de Porres
Sirena Cumberland	6/30/27	DSISD
Scott Berry	6/30/2027	DSISD Alternate

All members, except one (highlighted in yellow), requested reappointment.

Recommendation letters for organization representatives were received and have been included in the packet.

**Commission Recommendations:** Appointments were added to the Founders Day Committee agenda and the committee has recommended approval of the new appointment and reappointment of current members with expiring terms.

**Recommended Council Actions:** Staff recommends approval

**Attachments:**

1. Recommendation Letters
2. Reappointment Requests
3. Applications

**Next Steps/Schedule:**

1. Inform applicants of City Council decision
2. Send welcome letter to new member(s)
3. Email commission regarding appointments
4. Update roster
5. Update website

PO Box 1062 - 230 Post Oak Drive - Dripping Springs, TX 78620

[www.stmartindp.org](http://www.stmartindp.org) - 512-858-5667



May 4, 2026

Maverick Coleman  
511 Mercer Street  
PO Box 384  
Dripping Springs, TX 78620

Dear Mr. Coleman,  
We are requesting the continued appointment of David Inman to the City of Dripping Springs Founder's Day Commission as our representative.

Sincerely,

Rev. Justin Nguyen  
Pastor



June 4, 2024

To Whom it may concern:

I would like to recommend Justin Cornett for appointment to the Founder's Day Commission as a representative for the Dripping Springs Cookoff Club.

Justin has been a valued member of the Club for several years. He's always there to help and promote the Club to the community. He takes initiative, is dependable and would represent the Club well.

Regards,

Michele

Michele Ryon, President

Dripping Springs Cookoff Club



April 10,2026

To Whom it may concern:

I would like to recommend that Thomas Toms continues his appointment to the Founder's Day Committee as a representative for the Dripping Springs Cookoff Club.

Thomas has been an active member of the Club for several years. He's always there to help and promote the Club to the community. He is dependable and represents the Club well. He's been a great representative for us on the Committee.

Regards,

Michele

Michele Ryon, President

Dripping Springs Cookoff Club

PO Box 1062 - 230 Post Oak Drive - Dripping Springs, TX 78620

www.stmartindp.org - 512-858-5667



April 15, 2026

Maverick Coleman  
511 Mercer Street  
PO Box 384  
Dripping Springs, TX 78620

Dear Mr. Coleman,  
We are requesting the continued appointment of Eric Strang to the City of Dripping Springs Founder's Day Commission as our representative.

Sincerely,

Rev. Justin Nguyen  
Pastor



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

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**Submitted By:** Diana Boone, City Secretary

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**Meeting Date:** May 19, 2026

**Discussion and possible action regarding the appointment of a City Council Member serve as Mayor Pro Tem for a one (1) year term.**

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**Summary:**

At each new governing body's first meeting or as soon as possible, the council must elect one of its members to be the mayor pro tem for a term of one year. The mayor pro tem continues to vote but fills in for the mayor if the mayor refuses or is unable to act.

**Recommendation:**

Approval of a Mayor Pro Tem is at the pleasure of City Council.