



CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, March 16, 2021 at 6:00 PM

VIDEOCONFERENCE MEETING

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

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

AGENDA

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/84680738001?pwd=SzloY2FvN0lpa0FuYVlFbVZzbEkxdz09>

Meeting ID: 846 8073 8001

Passcode: 576979

Dial Toll Free:

888 475 4499 US Toll-free

877 853 5257 US Toll-free

Find your local number: <https://us02web.zoom.us/j/84680738001>

Join by Skype for Business: <https://us02web.zoom.us/j/84680738001>

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Secretary Andrea Cunningham
Communications Director Lisa Sullivan
Parks & Community Services Director Kelly Schmidt
Public Works Coordinator Aaron Reed

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

CONSENT AGENDA

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

- 1. Approval of a Resolution of the City of Dripping Springs, Texas, approving and accepting a Construction Bond for Big Sky subdivision Phase 2, sitework, utilities, paving and drainage.**
- 2. Approval of a Resolution of the City of Dripping Springs, Texas, approving and accepting a Construction Bond for Driftwood Ranch Subdivision Phase 2, sitework, utilities, paving and drainage.**
- 3. Approval of job description and job posting with authorization to hire the Coyote Kids Camp Director. Sponsor Mayor Foulds, Jr.**

BUSINESS AGENDA

4. **Discuss and consider the employment, evaluation, reassignment, duties, discipline, and dismissal of the Farmers Market Manager, Laurel Robertson.** *Sponsor Mayor Foulds, Jr.*

EXECUTIVE SESSION AGENDA

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

5. **Deliberate the employment, reassignment, duties, discipline, or dismissal of the Farmers Market Manager Laurel Robertson and Consultation with Legal Counsel Regarding Personnel Matters.** *Consultation with Legal Counsel, 551.071; Deliberation Regarding Personnel Matters. 551.074*
6. **Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
7. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses, real property in the Triangle and Veterans Memorial Park, and real property related to Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

UPCOMING MEETINGS

City Council Meetings

April 13, 2021 at 6:00 p.m.
April 20, 2021 at 6:00 p.m.
May 11, 2021 at 6:00 p.m.
May 18, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

March 18, 2021 Emergency Management Commission at 12:00 p.m.
March 22, 2021 Transportation Committee at 3:30 p.m.
March 23, 2021 Planning & Zoning Commission at 6:30 p.m.
March 24, 2021 Economic Development Committee at 4:00 p.m.
March 25, 2021 Farmers Market Association Board at 10:00 a.m.
April 1, 2021 Historic Preservation Commission at 4:00 p.m.
April 5, 2021 Parks & Recreation Commission at 6:00 p.m.
April 7, 2021 DSRP Board at 12:00 p.m.
April 12, 2021 TIRZ No. 1 & No. 2 Board at 4:00 p.m.
April 14, 2021 Utility Commission at 4:00 p.m.
April 15, 2021 Farmers Market Association at 10:00 a.m.
April 15, 2021 Emergency Management Commission at 12:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

Due to the current Public Health Emergency and guidance from the Texas Governor including the current Disaster Declarations by the Governor and the City of Dripping Springs, and Center for Disease Control guidelines related to COVID-19, the City will continue with meetings conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **March 12, 2021 at 1:00 p.m.***

City Secretary

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



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

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: 03/16/2021

Agenda Item Wording: A Resolution of the City of Dripping Springs, Texas, approving and accepting a Construction Bond for Big Sky subdivision Phase 2, sitework, utilities, paving and drainage

Agenda Item Requestor: Council Member Crow

Summary/Background: The City's Public Works Coordinator has reviewed the most recent contractor's pay application and verified the work completed in the field. The bond amount of \$3,489,302.75 has been approved for the remaining work to be completed. The bond has been reviewed and approved by the City Attorney.

**Commission
Recommendations:**

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

Attachments:

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

ARCH INSURANCE COMPANY

Item 1.

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 1171913

Premium: \$ 13,085.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Meritage Homes of Texas, LLC, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs, as Obligee, in the sum of Three Million Four Hundred Eighty Nine Three Hundred Two and 75/100ths DOLLARS (3,489,302.75), for which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated _____, with the Obligee to do and perform the following work; to wit:

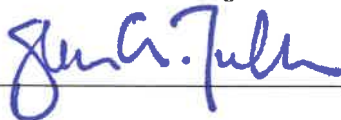
Phase 2 Development Improvements Big Sky Ranch

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: March 3, 2021

Meritage Homes of Texas, LLC
(Principal)

By:



GLEN A. TULK

VP - NATIONAL LAND DEVELOPMENT

Arch Insurance Company
(Surety)

By:



Bryan M. Caneschi, Attorney In Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 865 S. FIGUEROA ST., SUITE 2700 LOS ANGELES, CA 90017
PHONE (213) 283-3500 • FAX (213) 283-2075

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aimee R. Perondine, Alexis Apostolidis, Bethany Stevenson, Brendan Fletcher, Bryan M. Caneschi, Cassandra Baez, Donna M. Planeta, Eric Strba, Jacqueline Rose Susco, Janee Wright, Joshua Sanford, Kathryn Pryor, Michelle Anne McMahon, Nicholas Turecamo and Phillip M. Knower of Hartford, CT (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

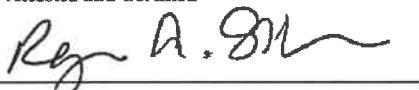
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of September, 2020

Attested and Certified


Regan A. Shulman, Secretary

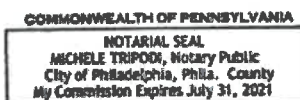


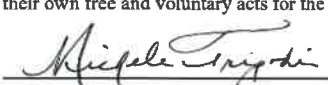
Arch Insurance Company

Richard Stock, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Richard Stock personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

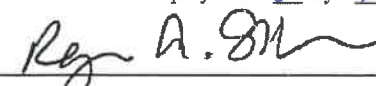



Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated September 23, 2020** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Stock, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 3rd day of March, 2021.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Arch Insurance Group's toll-free telephone number for information or to make a complaint at:

1-866-413-5550

You may also write to Arch Insurance Group at:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Arch Insurance Group para informacion o para someter una queja al:

1-866-413-5550

Usted también puede escribir a Arch Insurance Group:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Arch Insurance Group primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

RESOLUTION NO. _____

**APPROVING CONSTRUCTION BOND FOR
BIG SKY SUBDIVISION PHASE 2**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR BIG SKY SUBDIVISION PHASE 2, SITEWORK, UTILITIES, PAVING, AND DRAINAGE; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, An engineering estimate for the City of Dripping Springs ("City") sitework, utilities, paving and drainage ("Work") for Big Sky Ranch Subdivision Phase 2 has been met with a bond ("Bond") by Arch Insurance Company ("Surety") to begin such Work; and

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

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company's proposed Construction Bond, which stands as security for said completion of sitework, utilities, paving and drainage of Big Sky Ranch Subdivision Phase 2, Bond number SU1171913 in the sum of \$3,489,302.75 attached hereto as Attachment "A" and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor's designee to execute on the City's behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by

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

APPROVED this, the day of March, 2021 by a vote of ____(*ayes*), ____(*nays*), and ____(*abstentions*) of the City of Dripping Springs City Council.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

(INSERT BOND)



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

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: March 16, 2021

Agenda Item Wording: A Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Golf and Ranch Club Subdivision Phase 2 water and wastewater

Agenda Item Requestor: Mayor Foulds

Summary/Background: The Driftwood Golf and Ranch Club Phase 2 has construction plans and an Engineer's cost estimate for construction of all public improvements. Fiscal surety is being posted to the City on the form of a construction bond in the amount of the cost of the water and wastewater infrastructure to be owned and operated by the City. All other public improvements are to be covered in a construction bond to Hays County going to Commissioner's Court on 3/23/2021.

**Commission
Recommendations:**

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

Attachments:

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

RESOLUTION NO. _____

**APPROVING CONSTRUCTION BOND FOR
DRIFTWOOD GOLF AND RANCH CLUB SUBDIVISION PHASE 2**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS,
TEXAS (“CITY”), APPROVING AND ACCEPTING A
CONSTRUCTION BOND FOR DRIFTWOOD GOLF AND
RANCH CLUB SUBDIVISION PHASE 2 WATER AND
WASTEWATER; PROVIDING FOR PROVISIONS; EFFECTIVE
DATE; AND PROPER NOTICE & MEETING

WHEREAS, An engineering estimate for the City of Dripping Springs (“City”) water and wastewater (“Work”) for Driftwood Golf and Ranch Club Subdivision Phase 2 has been met with a bond (“Bond”) by American Contractors Indemnity Company (“Surety”) to begin such Work; and

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

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of water and wastewater of Driftwood Golf and Ranch Club Subdivision Phase 2, Bond number 1001130668 in the sum of \$964,747.50 attached hereto as Attachment “A” and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.
7. The meeting at which this Resolution was passed was open to the public, and that

public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

APPROVED this, the day of March, 2021 by a vote of ____(*ayes*), ____(*nays*), and ____(*abstentions*) of the City of Dripping Springs City Council.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

(INSERT BOND)



COYOTE KIDS DAY CAMP DIRECTOR

Seasonal Full-Time

Approved _____

A. GENERAL PURPOSE

The Full-Time Seasonal Summer Day Camp Director manages and directs the Coyote Kids Day Camp for youth ages 5 – 12 years old. Supervise a summer season thematic nature-based summer camp with a variety of group activities, outdoor recreation pursuits, games, arts & crafts, and daily hiking. The Camp Director is responsible for successful daily operations, all parent communications and curriculum development of the Coyote Kids Summer Day Camp. The Director directly supervises 6 counselors and the Counselor-in-Training program youth ages (13-15) as well as 6 groups of 8-10 youth, ensuring smooth participation in daily activities and curriculum.

B. SUPERVISION RECEIVED

Works under the general direction of the Parks and Community Services Director.

C. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Develops nature-based and age-appropriate nature camp curriculum, activities, and crafts. Schedules guest speakers and presenters.
2. Seeks out in-kind supply donations and sponsorships to offset limited operational budget.
3. Works closely with Dripping Springs Ranch Park staff to ensure seamless camper and parent experience.
4. Always tends to the health and safety of staff & campers under the Director's care.
5. Serves as the camp's greatest cheerleader and works with the city Communications Director to professionally market the Camp.
6. Ensures a safe environment for the campers and counselors and renders first aid as the need arises.
7. Display positivity and encourages campers to try their best and to participate in all activities.

8. Manages and supervises camp staff and camp with confidence, kindness, creativity, and enthusiasm.
9. Communicates appropriately and effectively with campers, counselors, and parents.
10. Assists with the design and implementation of all camp counselor trainings including in-service trainings.
11. Performs routine maintenance in camp use areas daily and as needed.
12. Directs and supervises camper registration reconciliation, waivers cataloging, special camper needs and other camp administrative needs.
13. Exercises sound judgment with minimal supervision at all times.
14. Understands the importance of safety, vigilance, and order and can work effectively with little supervision in a fast-paced and highly energetic environment.
15. Manages behavioral issues in a discrete, professional, and kind manner..
16. Other duties as assigned.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

Education: High School Diploma or Equivalent. Preferred one season of lifeguard experience.

1. Minimum of two years work experience working in a leadership position in youth programs or summer camps with children ages 5 – 11 years old preferred.
2. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
3. College credits completed in Recreation, Early Childhood Education, Education, or Kinesiology.
4. Ability to work independently and exercise good judgment.
5. Must have a valid Adult/Pediatric CPR, First Aid, and AED certification prior to the start of camp (certification class will be provided during training).

E. TOOLS AND EQUIPMENT USED

Camp supplies and recreational play equipment
Walkie-Talkies
Computers
AED/First Aid Kit

F. SPECIAL REQUIREMENTS

1. Candidates must be a minimum age of 18 years old prior to camp starting.
2. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands; and reach with hands and arms
3. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of camp supplies, athletic equipment and camp equipment.
4. Must be able to work all 11 weeks of camp, including July 4th week.
5. Must enjoy working with youth of all ages in an outdoor environment.

G. WORK ENVIRONMENT

This position is performed in an indoor and outdoor environment in all weather conditions. Candidates must be able to sit, stand, bend, and reach for extended periods of time. Candidates must have the mobility to move to and from various points within the City. Director must have reliable transportation. Candidates must be able to speak, read, and write proficiently in English. Candidate must be able to lift, push, or pull a minimum 50 lbs. This camp hikes daily over uneven terrain; counselors must be comfortable with being hot and in the outdoors. This position may be required to perform other camp or department related duties.

H. WORK HOURS

The Camp Director position begins April 5, 2021 will be required to work, until the end of camp season including wrap-up August 20. Staff Training and camp set up will occur May (14&15) & (21&22) and camp will begin Tuesday, June 1 through Friday, August 13. All camp counselors will be required to work Monday through Friday, 40 hours a week. Hours and schedule will be fixed. Day camp runs Monday through Friday from 7 a.m. to 6 p.m.

I. SALARY

Compensation is paid as outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

As a seasonal employee the employee shall not be eligible for City benefits. Additional direction on benefits is outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the specific employee's offer letter.

K. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact Michelle Fischer at (512) 858-4725.

Please note: *This Position Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into as of the 14th day of April 2020, by and between the **City of Dripping Springs**, a general law city in Hays County, Texas (hereinafter the “City”), **Dripping Springs Independent School District** (hereinafter the “DSISD”), **Dripping Springs Community Library District** (the “Library”), and **Hays County** (“County”); (collectively the “Parties”), in connection with the development and construction of the Town Center Project.

WHEREAS, Dripping Springs was one of the five cities in Central Texas chosen to participate in the Sustainable Places Project, an ambitious regional planning initiative aimed at helping communities create the conditions for livable places; and

WHEREAS, Dripping Springs finalized its Sustainable Places Project (the “Project”) on December 10, 2013; and

WHEREAS, the Project suggested a catalyst project which focuses on enhancing the existing town center and expanding it to the northwest; and

WHEREAS, the Project recognized that the City and the DSISD currently own, occupy, or control approximately fourteen point one (14.1) acres of land and ROW within the area proposed for the Town Center and adjacent space suitable for potential commercial development; and

WHEREAS, to continue with the Town Center Project, the City, the DSISD, the County, the Library, and TIRZ seek to complete the real estate and other transactions that are necessary to complete the project; and

WHEREAS, the concept to co-locate the City, DSISD, County, and Library is supported by the parties because shared facilities is a cost-effective way to design civic services; and

WHEREAS, the Parties desire to pursue joint planning and construction of the Town Center Project; and

WHEREAS, the City Council of the City of Dripping Springs and the Board of Trustees for the Dripping Springs Independent School District find that the appropriate real estate transactions related to completion of the Town Center Project provides a public benefit to the constituencies served by each of the entities and to the taxpayers of each entity; and

WHEREAS, this Interlocal Agreement is intended to facilitate completion of the planning and construction of infrastructure and related improvements of the Town Center Project; and

WHEREAS, the Parties entered into a Memorandum of Understanding to facilitate timely planning and assessment of the viability of the Town Center in September 2017; and

WHEREAS, timely commitments on the transfer of the City and DSISD properties is desired to plan for the Town Center, but both the City and DSISD desire additional time before vacating their current properties; and

WHEREAS, the Parties plan to acquire and sell or exchange real property, build, occupy, and share a building and complex on a single tract of land.

NOW, THEREFORE, the City, DSISD, Library, and County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

ARTICLE I TERM OF AGREEMENT

1.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall expire April 1, 2025.

ARTICLE II AGREEMENTS

2.1 Conditions. The Parties recognize that certain conditions must be met for the development of Town Center. The City, DSISD, County, or Library, may end its involvement with the development of Town Center and its participation in this Agreement if the City, DSISD, Library, County, or TIRZ are unable to agree upon a site or obtain financing to fund the Town Center Project or replacement facilities related to the Project.

2.2 City Agreement. The City shall:

To advance and implement the development of the Dripping Springs Town Center, the City of Dripping Springs (City) shall:

- (a) In accordance with Chapter 272, Texas Local Government Code, to commit to making the current City Hall Property and right of way located on the corner of Highway 290 and Mercer Street available for future purchase or transfer for the Town Center project and negotiate in good faith and enter into an agreement for the purchase of all or part of the City property within the Town Center Site with or without existing improvements, as agreed, on all or a part of the property located at 511 Mercer Street, Dripping Springs, Texas, including the right of way located on the corner of Highway 290 and Mercer Street to the extent allowed by law, that is required for development of Phases 1 and 1A, including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity involved in the sale or exchange within six months from the date of

execution of this Agreement. The agreement shall include the part(ies) who will purchase or otherwise obtain the City property, the method(s) of transfer, and the date(s) on or around which the properties will be transferred. The final price or land exchange may be determined by the applicable parties at a time mutually agreeable to the parties who are purchasing and selling the property.

- (b) Negotiate in good faith with the Library and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the City may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or County pro-rata share subject to future funding allocations from those entities or the TIRZ);
- (c) To the extent allowed by law, adopt a Plan of Finance for the Phase 1 and 1A infrastructure in cooperation with the TIRZ Board, DSISD, Library, and Hays County within twelve months of the execution of this Agreement and will engage a contractor for design of the improvements within six months after the adoption of the Plan of Finance by applicable parties;
- (d) Within six months after approval of the Plan of Finance associated with this agreement is finalized as to the terms listed above and property dedicated to each entity by the DSISD and City as negotiated, initiate an application for Planned Development District zoning and promote its approval and provide for the entitlement process for the Town Center, including any required public outreach and engagement;
- (e) Conduct space planning and design for the construction of a new City Hall and associated parking and utilities, with the express intent to restrict the land area required to the 1.2-acre site identified as "Civic Site 2" in the Town Center Plan as attached on Exhibit "A" (Fall 2019 version); and
- (f) Within three months of adoption of the Plan of Finance by the City, the City shall present a cost reimbursement agreement to the TIRZ Board for recommendation whereby City-issued debt and other financing can provide initial funding for any Phase 1 and 1A infrastructure not otherwise funded by the Library or County, to reimburse the City on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the City's initial financing; and
- (g) In addition, the City may, at its sole discretion:
 - (1) Engage the DSISD, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;
 - (2) Execute the acquisition of the new City Hall site through a transaction with DSISD;

- (3) Negotiate in good faith for the disposition of the City's current City Hall property to an eventual end purchaser related to the Town Center Project;
- (4) Complete fundraising for and construction of the new City Hall and associated on-site improvements; and
- (5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from cash-in-lieu fees, contributions from development agreements, disposition of public assets, State, County, or regional funding, or any other viable sources.

2.3 DSISD Agreement. DSISD shall:

- (a) The DSISD shall permit the Parties in this Agreement to purchase and/or agree to the exchange of property, at an agreed value, sufficient land within the boundaries of the District Property, as more described below, to construct the Town Center project. The sale and/or exchange of property and purchase is subject to Chapter 272 of the Texas Local Government Code, Section 11.154 of the Texas Education Code, and subparagraph 2.3(b).
- (b) The Parties agree to negotiate in good faith and enter into an agreement for the future sale of the property with the City of Dripping Springs, Library, and/or Hays County, with or without improvements, on approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Spring, Texas, excluding the Walnut Springs Elementary School track and field, as required for development of Phases 1 and 1A, but including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval of the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or acquire the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and
- (c) The responsibility for the demolition of the existing improvements at 510 Mercer Street shall be determined by the Board of Trustees during the real estate negotiations; and
- (d) If the Town Center project is terminated and paragraph 2.3(a) and (b) is not exercised, then in accordance with the requirements of Chapter 272, Texas Local Government Code, DSISD will negotiate in good faith and enter into a real estate sales contract with the Library for property in the amount of acreage sufficient to build a 35,000 square foot building and additional acreage to support the infrastructure as set forth in the interlocal agreement between the Library and District.
- (e) In addition, DSISD may, at its sole discretion:

- (1) Engage the City, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building or other Town Center facilities, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and
- (2) Engage the City in discussions regarding the potential swap of the current City Hall site and building or other City property, with or without improvements, for portions of the current DSISD property required for Phases 1 and 1A of the Town Center Plan, with each property owner receiving fair market value in such an exchange.

2.4 Library. The Library shall:

To advance and implement the development of the Dripping Springs Town Center, the Dripping Springs Community Library (Library) shall:

- (a) In accordance with Chapter 272 Texas Local Government Code, negotiate in good faith and enter into an agreement to purchase all or part of the property from the DSISD for the property within the Town Center Site, with or without existing improvements, as agreed, on all or a part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field, that is required for development of Phases 1 and 1A, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and
- (b) Negotiate in good faith with the City and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the Library may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the City or County pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in the preparation for its Plan of Finance; and
- (c) Conduct space planning, design, and site planning for the construction of a new Town Center Library and associated parking and utilities, with the express intent to restrict the land area required to the 1.8-acre site identified as "Civic Site 1" in the Town Center Plan as attached on Exhibit "A" (Fall 2019 version), accounting for Library parking that may be accommodated on-street in the public right-of-way.

(d) In addition, Library may, at its sole discretion:

- (1) Engage the DSISD, City, and/or Hays County to explore the potential for shared use of portions of the planned Town Center Library building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and
- (2) To the extent allowed by law, complete fundraising for and construction of the new Town Center Library and associated on-site improvements as well as any shared infrastructure that the Library's financing resources may be able to support.
- (3) Acquire land suitable for the new Library facility.

2.5 Conditions of the County.

To advance and implement the development of the Dripping Springs Town Center, Hays County shall:

- (a) In accordance with Section 272.001(b)(5), Texas Local Government Code, negotiate in good faith and enter into an agreement for the purchase of all or part of the property from the DSISD and/or the City for the acquisition of real property with or without improvements, as agreed, on all or part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field and/or the property at 511 Mercer Street with or without existing improvements, that is required for development of Phases 1 and 1A, including property required for new City, County, and Library facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing board of each entity, for a County facility within six months from the date of execution of this agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD and/or City property, the method(s) of transfer, and the date(s) on or around which the property will be transferred in 2022, for DSISD property not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future as mutually agreeable to the parties who are purchasing and selling the property; and
- (b) Negotiate in good faith with the Library and City the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the County may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or City pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in preparation of its Plan of Finance; and

- (c) Conduct space planning and design for the construction of a new County facility by Spring 2022 and associated parking and utilities, with the express intent to restrict the land area required to a portion of the 1.2-acre site identified as “Civic Site 2” in the Town Center Plan as attached on **Exhibit “A”** (Fall 2019 version).
- (d) In addition, the County may, at its sole discretion:
 - (1) Execute the acquisition of the new County site through a transaction with DSISD;
 - (2) Within three months of adoption of the Plan of Finance by the City, present to the TIRZ Board the terms of a cost reimbursement agreement whereby County resources can provide initial funding for any Phase I and IA infrastructure not otherwise funded by the Library or City to reimburse the County on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the County’s initial financing;.
 - (3) Engage the DSISD, City, and/or Library to explore the potential for shared use of portions of the planned new civic buildings instead of or in addition to constructing a new County facility, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;
 - (4) Complete fundraising for and construction of the new County facility and associated on-site improvements; and
 - (5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from County parks and transportation bonds, contributions from development agreements, disposition of public assets, State or regional funding, or any other viable sources.

ARTICLE III DEFAULT, REMEDIES, TERMINATION

3.1 Defaults, Generally. A default shall occur (“Default”) hereunder if either the City, DSISD, Library, or County shall fail or refuse to perform any of its respective obligations under this Agreement and such Default shall continue for thirty (30) days after written notice from the non-defaulting parties to the defaulting party designating such Default (or for such longer period as may be reasonably required to cure such Default in the exercise of all due diligence but not in excess of ninety (90) days).

3.2 Remedies after Default. If a Default occurs, the non-defaulting party shall have all the remedies available to the non-defaulting party at law or in equity, including the right to bring an action for specific performance against the defaulting party.

3.3 Notice of Default; Opportunity to Cure. If this Agreement is breached, the party alleging the default or breach shall give the breaching party not less than thirty (30) days written notice, measured from the date of the certified mailing, specifying the nature of the alleged default, and when appropriate, the manner in which the alleged default may be satisfactorily cured. If the

nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within the period.

3.4 Notice of Intent to Terminate on Default. At any time following the thirty-day cure period, the complaining party may institute legal proceedings and/or give written notice of intent to terminate the Agreement by certified mail. The written notice of intent to terminate shall specify the nature of the alleged grounds for termination.

3.5 Termination of Agreement. Each party shall be able to terminate this Agreement by giving a thirty (30) day written notice to each other Party if the party terminating the Agreement: (1) no longer can obtain funding for the Town Center Project; (2) no longer can allocate funding for the construction of replacement facilities affected by the Town Center Project; (3) there is a legal or budgetary impediment to the DSISD; or (4) a legal impediment to the City.

3.6 Cancellation of Agreement. Except as otherwise permitted herein, this Agreement may be cancelled, in whole or in part, only by mutual written consent of all of the Parties.

3.7 Time of Essence to Agreement. The Parties agree that time is of the essence to this Agreement.

ARTICLE IV GENERAL PROVISIONS

4.1 Notice. Any notice or statement required or permitted to be delivered by one of the Parties to this Agreement to the other shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the address shown below, or at such other address (or addressees) provided by the parties to each other:

District:	Dripping Springs Independent School District c/o Superintendent 510 Mercer Street Dripping Springs, Texas 78720
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With copy to:	Oscar G. Trevino Walsh, Gallegos, Trevino, Russo & Kyle P.C. 505 E. Huntland Dr. #600 Austin, Texas 78752
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City:	City of Dripping Springs c/o Michelle Fischer 511 Mercer Street Dripping Springs, Texas 786201
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With copy to: Laura Mueller
City Attorney
511 Mercer Street
Dripping Springs, Texas 78620

Library: Dripping Springs Community Library District
c/o Missy Atwood
501 Sportsplex Drive
Dripping Springs, Texas 78620

With copy to: Kate Leverett
GERMER PLLC
550 Fannin, Suite 400
Beaumont, Texas 77701

County: Hays County
c/o Hays County Judge
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

With copy to: Mark Kennedy
County General Counsel
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

4.2 No Joint Venture; No Third-Party Beneficiaries. It is acknowledged and agreed to by the Parties to this Agreement that the terms hereof are not intended to and shall not constitute a partnership or joint venture between the parties. The Parties, their officials, officers, and agents, do not assume any responsibility or liability to any third parties in connection with the design, construction, operation or maintenance of any structures or improvements associated with Town Center.

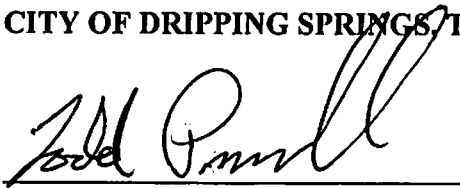
4.3 Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in Hays County, Texas.

4.4 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein, and this instrument supersedes any prior agreements or understandings between the parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

EXECUTED on this the 15th day of April 2020 (“Effective Date”).

[signature pages follow]

CITY OF DRIPPING SPRINGS, TEXAS



Todd Purcell, Mayor

Attest:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

Dr. Mary Jane Hetrick
Vice-President, Board of Trustees

Attest:

Shannon O'Connor
Secretary, Board of Trustees

DRIPPING SPRINGS COMMUNITY LIBRARY DISTRICT

Missy Atwood, President

Attest:

Melva Codina, Treasurer

HAYS COUNTY

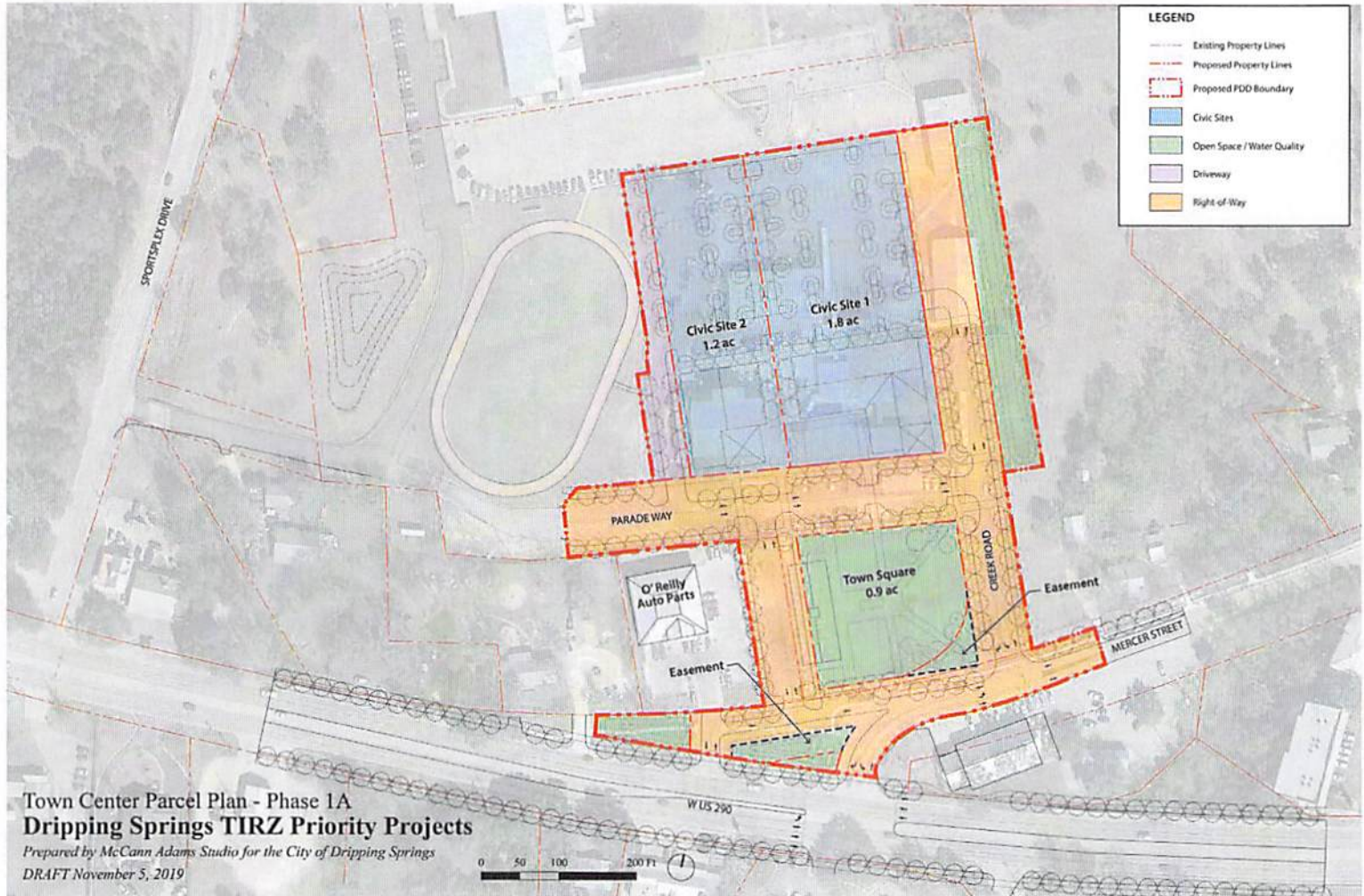
Ruben Becerra, Hays County Judge

Attest:

Elaine Cardenas, Hays County Clerk

Exhibit "A"

Town Center Plan "Civic Site 2"



TIRZ PRIORITY PROJECTS
 DRIPPING SPRINGS TOWN CENTER
PRELIMINARY CONCEPTUAL PLAN
 November 17, 2017

BACKGROUND

In December of 2016, the City of Dripping Springs established two Tax Increment Reinvestment Zones (TIRZ #1 & #2), with the purpose of promoting economic development, and planning critical infrastructure to support quality development within the central part of the city. Several Priority Projects have been identified by the TIRZ Board, including the improvement of Old Fitzhugh Road, future planning for the Triangle tract at the east end of Mercer Street, and the planning and potential development of a Town Center Project on properties currently owned and occupied by the City and the Dripping Springs Independent School District (DSISD) at the western end of Mercer Street.

Pursuant to a Memorandum of Understanding (MOU) between the City, the TIRZ Board, DSISD and the Dripping Springs Community Library District, the parties agreed to pursue joint planning and evaluation of a Town Center concept on tracts currently occupied by DSISD administrative offices, City Hall, a portion of Mercer St Right of Way and, potentially, a small adjacent commercial tract. The intent of the Town Center Plan is to promote *“the availability of joint use spaces to provide for necessary facilities for the City, District, Library and local economic development”*. The MOU calls for a Preliminary Conceptual Plan for the Town Center Project to be completed by November 17, 2017, to allow the parties to evaluate the concept and make recommendations regarding its approval to their respective decision makers by December 31, 2017. This document summarizes the Preliminary Concept Plan, which has been prepared over the past two months. The Plan is based on available information, Stakeholder-provided program data and needs assessments, site visits and multiple Stakeholder Visioning and Work Sessions.

THE VISION AND THE NEED

Dripping Springs City Hall and the DSISD Administrative Offices occupy separate parcels of land at the western terminus of Mercer Street, the town’s historic main street. The City Hall is located in a former church building of approximately 7,100 square feet that is challenged to meet the needs of the growing community; the City estimates a need to double its facility over the next ten years to keep pace with rapidly-expanding municipal service needs.

The DSISD offices are located in sixty-year old former classroom and school buildings. Facilities Assessments recently conducted have highlighted its substandard and degraded conditions and have outlined the high costs of rehabilitation. A recent facility program plan estimates that a complex of approximately 64,000 square feet will be required by 2022, to fulfill the integrated complement of administrative, community services, technology, day care, training and meeting needs of the District.

In addition, the Dripping Springs Community Library, situated to the northwest of the Town Center, wishes to grow from a facility of approximately 9,200 square feet to one with expanded programs in a building of 30,000 to 35,000 square feet. As described in the MOU, the Library is interested in locating within the Town Center, where it can play a more visible, integrated, commercially-invigorating and central role in the life of the community.

To further reinforce the role of the Town Center as a place of cooperative civic government, Hays County also has the need for satellite office space of approximately 2,500 square feet to serve its constituents in the northern part of the County.

The Town Center is envisioned as a complex of civic and commercial buildings at the western terminus of Mercer Street that can meet the needs of the growing community and contribute to its economic viability. Shared uses within the Town Center should be optimized to the extent feasible to promote governmental efficiency and fiscal stewardship. The Town Center should provide a major focal point and gathering space – a “Town Square” - for special events, festivals and gatherings that can also serve as the symbolic heart of the community. Commercial uses capitalizing on US 290 frontage property should be included to extend the viability and visibility of Mercer Street as a regional destination, to promote an active pedestrian environment around the Town Square, and to offer a potential revenue stream that could help to offset capital and operating costs of the Town Center.

Each of the project components should be located on identified parcels of land that would allow them to proceed at their own pace, and with their own funding sources, but in a cooperative, harmonious and mutually-beneficial way, within a unified Planned Development District arrangement. It is assumed that DSISD, as the major property owner, would enter into agreements with the respective public entities as part of an ultimate implementation program that will be developed following Stakeholder approval of this Preliminary Concept Plan, and as part of a more detailed Development Plan process.

In addition to providing needed civic and commercial space, a key part of the Town Center vision is to improve the vehicular and pedestrian circulation systems of the area, including planning for a new signalized intersection at Creek Rd. and US 290, and providing improved local connectivity and flows between Mercer Street, Parade Way and Creek Road. Maintaining vehicular access to Walnut Springs Elementary School by school buses and by parents dropping off and picking up their children is also a critical component of this circulation plan.

The existing site developments occurred prior to water quality regulations by the City and the Texas Commission on Environmental Quality Edwards Aquifer (TCEQEA) program, thus, water quality treatment measures are not found. Walnut Springs Elementary School has an existing detention pond in the southwest property corner to manage peak runoff rates to levels required by City ordinances. The site drains towards the Dripping Springs Tributary of Onion Creek. The proposed Federal Emergency Management Agency (FEMA) floodplain maps do not show flooding on this site but do identify structures south (downstream) of US Highway 290 in the floodplain. Thus, it will be important for the Town Center project to implement a consolidated water quality and stormwater detention system to safely convey runoff through the site, treat runoff quality, and mitigate peak flow impacts to protect downstream businesses and residents.

THE CONCEPTUAL PLAN

The attached plan provides a preliminary approach to meeting the program needs of the governmental and public entities in a way that maintains the existing historic, small-town scale and character of Dripping Springs. Key components of the Plan include:

- *A Network of Local Streets:* The Plan creates a localized network of tree-lined streets with sidewalks that provide connectivity to the surrounding community. Primary access to the Town Center will occur through a signalized intersection of US 290 and the extension of Creek Road north of US 290. Mercer Street will realign to form a roundabout at its intersection with Creek Road, allowing for the free movement of traffic destined to and from the historic core. The extension of Parade Way to Creek Road further promotes access and circulation through the Town Center.
- *A Town Square:* In the tradition of Texas towns, a town square will provide a western terminus to Mercer Street, shared by each of the community's key public facilities. The square will provide a civic focal point for the community and a place for public gatherings, special events and festivals.
- *The Extension of Mercer Street:* The inclusion of commercial buildings along the southern edge of the square extends the look, feel and commercial activity of the town's historic core along the US 290 frontage, thereby promoting the visibility and destination appeal of the Mercer St. Historic District. Approximately 25,000 square feet of retail, restaurant and upper level office space is envisioned in four to five buildings along the extension of Mercer St and US 290.
- *A New City Hall:* A City Hall building of approximately 12,000 square feet (one to two-stories), occupies the western edge of the square, preserving it's existing presence on Mercer St. and promoting easy public access to City services.
- *A County Precinct Office Building:* Adjoining the City Hall (either as a separate one-story building or as an integral wing of the City Hall), Hays County would occupy approximately 2,500 square feet of space on the square.
- *A New Community Library:* The library would occupy a distinctive corner of the square in a two-story building of approximately 34,000 square feet. Outdoor open space in a courtyard could be used by the library for programmed events.
- *DSISD Offices, Community Services and Day Care:* Adjoining the Library building and defining an internal courtyard, DSISD's administrative functions and its day care facility would occupy a two-story building of approximately 49,000 square feet.
- *Shared Board Room/Council Chambers:* At the symbolic heart of the Town Center in direct proximity to the DSISD office building, the Library and City Hall, the Plan proposes a 16,000-foot structure of two to three floors that would house a shared Board Room and Council Chambers with associated meeting, conference and support spaces.
- *Shared Parking:* Parking would be shared throughout the district and among the civic and commercial uses. Each use experiences a unique fluctuation of parking demand throughout the day, and a mixed-use development is ideal for sharing parking. It is estimated that peak demand (weekday afternoons) will generate the need for 450 new parking spaces. These 450 spaces are distributed along streets and driveways and in the parking areas between the Town Center and Walnut Springs Elementary School (WSES). No parking is displaced from WSES, and the bus staging area could operate as over-flow parking for special evening and weekend events.
- *Queuing for Student Pick-Up and Drop-Off:* The school circulation for WSES will maintain existing student pick-up and drop-off locations and bus loading. Through the reconfiguration of driveways, the Plan includes designated WSES student pick-up and drop-off lanes, increasing total on-site storage from the existing 1390 lineal feet to 2020 lineal feet. School buses will access the existing WSES bus staging area from the reconfigured intersection of Creek Road and US 290.

- *WSES Track:* In order to accommodate all desired Stakeholder facility needs and parking requirements within the property constraints of the MOU, the Plan proposes to reconfigure the existing Walnut Springs Elementary School track and playfield, shifting it to the north and west. The total length of the track would be reduced by about 25% from 920 feet to 685 feet, but the Plan provides for an additional 450 feet of trail that would connect the track with the Sportsplex Drive-Parade Way intersection and with the school campus.
- *Drainage and Water Quality:* The Preliminary Town Center plan proposes to increase or maintain the existing Walnut Springs School detention pond volume to manage peak flow rates draining towards the southwest, with the addition of rain gardens, permeable pavement systems, rainwater harvesting, and other low impact development systems throughout the site to manage stormwater runoff in accordance with the City and TCEQEA requirements. A tree lined stormwater detention basin and vegetative buffer is envisioned along the northeastern portion of the site to complete the drainage plan. An underground storm drainage network will be used to connect the stormwater components and discharge treated runoff in a safe and non-erosive manner into the Dripping Springs Tributary to Onion Creek.

CONCLUSIONS

On the basis of this preliminary planning effort, the consultant team has made the following findings:

- The programmatic needs of the City, Library, County and School District can be accommodated within the proposed study area, in a way that will create a strong Town Center that will enhance the image, identity and economic vitality of Dripping Springs and promote it's attractiveness as a regional destination for years to come.
- The Plan will improve local circulation within Dripping Springs, enhancing access to WSES, providing a more connected street network and a safer intersection at US 290 and Creek Road through new signalization.
- The Plan will enhance the visibility and potential economic viability of Mercer Street as the commercial and civic heart of the community, extending it and creating a mixed-use Town Square with new uses, populations and vitality at it's western end.
- The Plan will require relocation and alterations to the existing WSES track in order to accommodate the full program of Stakeholder facilities and the associated parking requirements.
- The Plan build-out option assumes amicable acquisition of an existing 0.25-acre commercial site immediately west of DSISD property on US 290. If this acquisition is not feasible, the Plan could still be achieved with a reduced Town Square.
- A drainage system can be created within the study area to mitigate runoff increases and provide for water quality treatment, within the standards of the City and the TCEQ Edwards Aquifer Program.
- The site will provide a sufficient number of parking spaces to meet the peak weekday demand of the programmed uses on the site. Additional evening and weekend parking (approximately 90 spaces) could be provided on the WSES bus staging area.

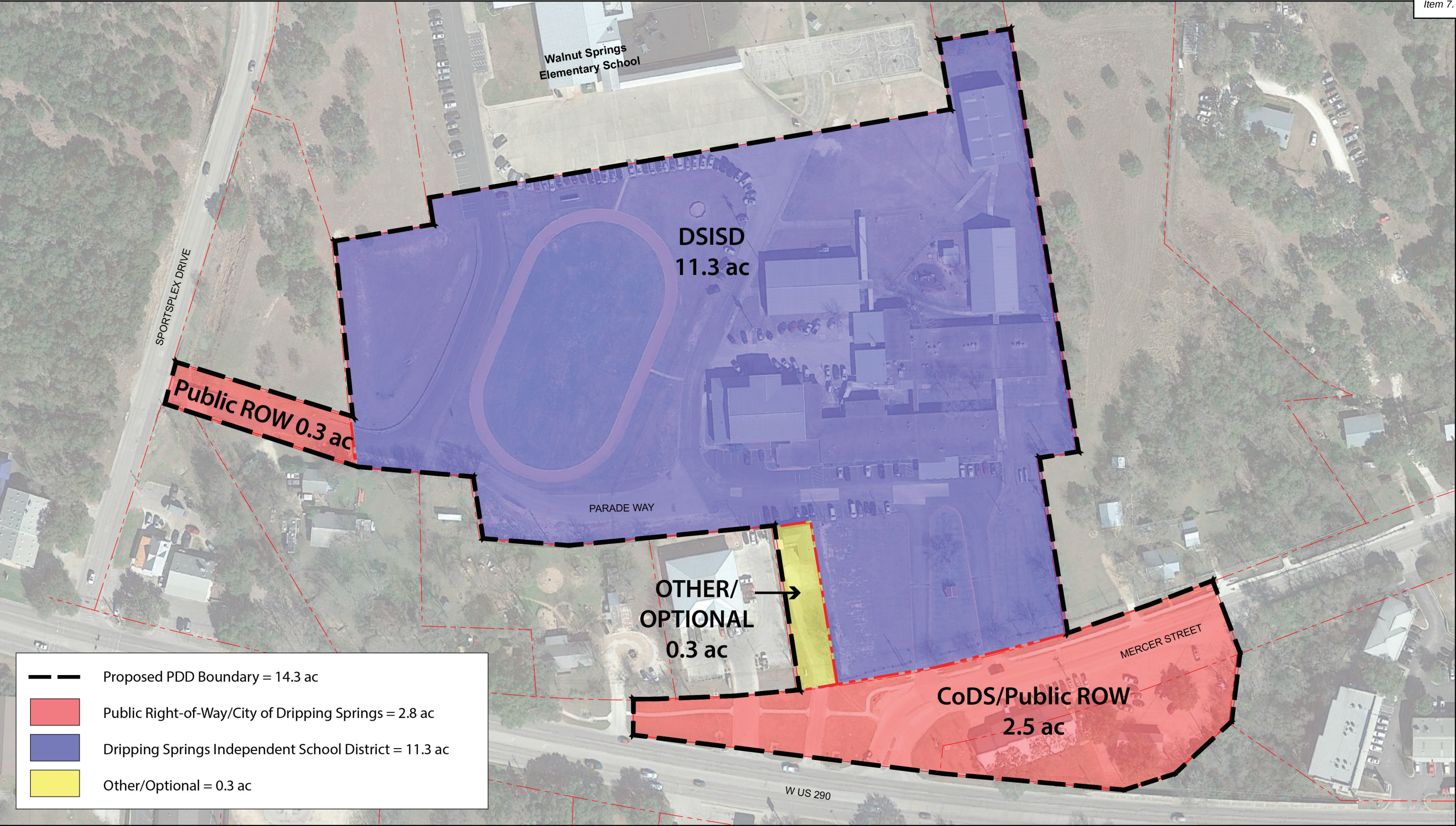
NEXT STEPS

Under the terms of the MOU, if the parties each satisfy their obligations, approve the Preliminary Conceptual Plan and come to further “Conditional Agreements” to pursue the Town Center Concept, then additional joint planning, studies, investigations and research will be undertaken, resulting in the creation of a refined “Development Plan,” including:

- A real estate market study to finalize the program of commercial uses and their operational criteria by March 31, 2018;
- Discussions with TxDOT to develop the reconfiguration of the US290 intersection and prospective new signalization;
- More detailed drainage studies to refine the design and estimate the cost of detention and water quality measures to meet TCEQ and City regulations;
- More detailed programmatic analysis to optimize shared use opportunities among the governmental and public entities;
- Development of an implementation program that sets forth land disposition strategies, possible participation of a private developer, and roles and responsibilities for implementation of capital improvements.
- Assessment, analysis and preliminary cost estimates of utilities and critical infrastructure needed to enable and implement the plan.
- 3D Model and Renderings

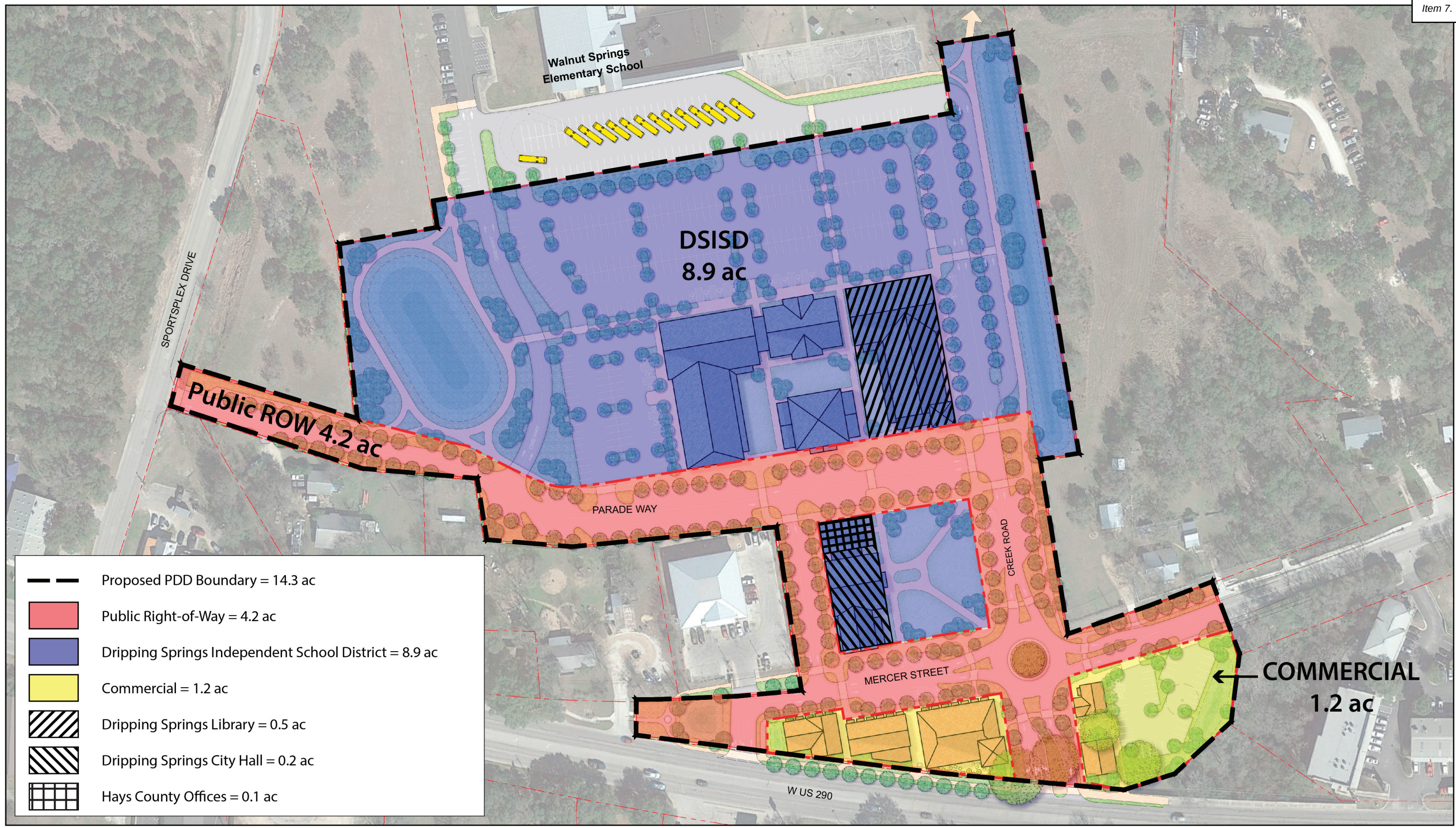


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TOWN CENTER PRELIMINARY CONCEPT
Dripping Springs TIRZ Priority Projects
Prepared by McCann Adams Studio for the City of Dripping Springs
NOVEMBER 16, 2017



Town Center Existing Ownership
Dripping Springs TIRZ Priority Projects
Prepared for the City of Dripping Springs by McCann Adams Studio
DRAFT November 16, 2017





Town Center Potential Land Disposition
Dripping Springs TIRZ Priority Projects
Prepared for the City of Dripping Springs by McCann Adams Studio
DRAFT November 16, 2017

December 4, 2017 - TIRZ No. 1 & No.2 Board Regular Meeting

4:00 p.m. - City Hall Council Chambers

(Individuals may speak for three minutes. Public Hearings may be limited to 30 minutes.)

	Name (Please print your name)	Residential Address (Address and City)	Please indicate the agenda item you will be speaking about:
1	Marianne Simmons	1641 Creek Rd DS	TIRZ
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