



DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park, Ranch House

1042 Event Center Drive – Dripping Springs, Texas

Wednesday, April 09, 2025, at 11:00 AM

AGENDA

CALL TO ORDER & ROLL CALL

Board Members

Todd Purcell, Chair
Terry Polk, Vice Chair
Pam Owens, Secretary
Mike Carroll
Sean Casey
Penny Reeves

Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz
Parks & Community Services Assistant Director Emily Nelson
DSRP Manager Lily Sellers
Deputy City Attorney Aniz Alani
Council Member Sherrie Parks

PRESENTATION OF CITIZENS

A member of the public that wishes to address the Board 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 Board 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 Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board 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 Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

MINUTES

- 1. Discuss and consider approval of the February 12, 2025, Dripping Springs Ranch Park Board of Directors regular meeting minutes.**

BUSINESS AGENDA

- 2. Presentation, discussion, and possible action regarding the DSRP Board of Directors Fiscal Year 2026 Budget recommendation and Budget Committee appointments.**
- 3. Discuss and consider approval of the updated DSRP Rental Agreement.**
- 4. Discuss and consider approval of the Co-Sponsorship Agreement between the City of Dripping Springs and the Texas Beef Initiative.**
- 5. Discuss and consider approval of the Co-Sponsorship Agreement with the Carrie Isaac for Fire in the Sky Event.**
- 6. 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.**

REPORTS

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

- 7. DSRP Manager's Monthly Report**
Lily Sellers, DSRP Manager

CLOSED SESSION

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

UPCOMING MEETINGS

DSRP Board Meetings

May 14, 2025, @ 11:00 a.m.

June 11, 2025, @ 11:00 a.m.

July 9, 2025, @ 11:00 a.m.

City Council Meetings

April 15, 2025, @ 6:00 p.m.

May 6, 2025, @ 6:00 p.m.

May 20, 2025, @ 6:00 p.m.

June 3, 2025, @ 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, on **April 4, 2025 at 5:00 PM.***

Diana Boone, City Secretary

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



DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park Event Center

1042 Event Center Drive – Dripping Springs, Texas

Wednesday, February 12, 2025, at 11:00 AM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum present Chair Purcell called the meeting to order at 11:06 a.m.

Board Members present were:

Todd Purcell, Chair
 Terry Polk, Vice Chair
 Pam Owens, Secretary
 Kathy Boydston
 Mike Carroll
 Sean Casey
 Penny Reeves

Staff, Consultants, & Appointed/Elected Officials present were:

Parks & Community Services Director Andy Binz
 Parks & Community Services Assistant Director Emily Nelson
 DSRP Manager Lily Sellers
 Deputy City Attorney Aniz Alani
 Council Member Sherrie Parks

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

MINUTES

- 1. Discuss and consider approval of the January 8, 2025, Dripping Springs Ranch Park Board of Directors regular meeting minutes.**

A motion was made by Board Member Reeves to approve the January 8, 2025, Dripping Springs Ranch Park Board of Directors regular meeting minutes. Vice Chair Polk seconded the motion which carried unanimously 7 to 0.

BUSINESS AGENDA

- 2. Discuss and consider a recommendation to City Council to approve the Professional Services Contract and Use Agreement between the City of Dripping Springs and TLL Mercantile LLC dba Holiday and Harvest for the 2025 Eggstravaganza.**

A motion was made by Board Member Casey to approve of a recommendation to City Council to approve the Professional Services Contract and Use Agreement between the City of Dripping Springs and TLL Mercantile LLC dba Holiday and Harvest for the 2025 Eggstravaganza. Board Member Reeves seconded the motion which carried unanimously 7 to 0.

- 3. Discuss and consider a recommendation to City Council to approve the Co-Sponsorship and Logo Use Contract between the City of Dripping Springs and the Dripping Springs Ag Boosters for the 2025 Dripping Springs Rodeo.**

A motion was made by Board Member Carroll to approve of a recommendation to City Council to approve the Co-Sponsorship and Logo Use Contract between the City of Dripping Springs and the Dripping Springs Ag Boosters for the 2025 Dripping Springs Rodeo. Board Member Boydston seconded the motion which carried unanimously 7 to 0.

- 4. Discuss and consider approval of the updated DSRP Rental Agreement.**

Postponed until next regular DSRP meeting.

REPORTS

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

- 5. DSRP Manager's Monthly Report**
Lily Sellers, DSRP Manager

CLOSED SESSION

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

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

UPCOMING MEETINGS

DSRP Board Meetings

March 12, 2025, @ 11:00 a.m.

April 9, 2025, @ 11:00 a.m.

May 14, 2025, @ 11:00 a.m.

City Council Meetings

February 18, 2025, @ 6:00 p.m.

March 4, 2025, @ 6:00 p.m.

March 25, 2025, @ 6:00 p.m.

April 1, 2025, @ 6:00 p.m.

ADJOURN

A motion was made by Board Member Reeves to adjourn the meeting. Vice Chair Polk seconded the motion which carried 7 to 0.

This regular meeting adjourned at 11:33 a.m.



DRIPPING SPRINGS Texas



City of Dripping Springs FY 2025-2026 Budget Important Dates & Deadlines

The attached Budget Calendar outlines the statutory dates and planning activities for City Staff, Boards, Commissions, Committees and City Council as they relate to the Budget Process for Fiscal Year 2026. Calendar activities in RED note deadlines for staff & City Council, and Public Notifications. The Finance Director will coordinate with City Administration, the City Attorney and City Secretary regarding all notices, ordinances and resolutions as adopted, to include filing the proper documents with County and State Entities. The City Council will hold the following meetings regarding the Tax Rate and Budget Adoption:

- June 03, 2025: Budget Workshop
- June 17, 2025: Budget Workshop
- July 01, 2025: Budget Workshop
- July 15, 2025: Budget Workshop
- August 05, 2025: Budget Workshop, Set Proposed Tax Rate, and Discussion
- August 19, 2025: Budget Workshop
- September 02, 2025: Budget Workshop, Public Hearings on Tax Rate and Budget, and Possible Adoption of the Budget*
- September 16, 2025: Adoption of Approved Budget and Tax Rate, and Ratification of Tax Rate**

**The Council may choose to either adopt the budget or postpone adoption to the following meeting on September 16, 2025.*

***If the total property tax revenue is raised, the Council will need to Ratify the Tax Rate with a resolution.*

All other calendar dates are related to the budget planning process for City staff to include recommendations from boards, commissions, and committees. Budget process activities are listed below each calendar for reference. The following boards, commissions and committees will submit budget recommendations:

- DSRP Board of Directors
- Economic Development Committee
- Emergency Management Committee
- Farmers Market Committee
- Founders Day Commission
- Historic Preservation Commission
- Parks & Recreation Commission
- TIRZ No. 1 & No. 2 Board
- Transportation Committee

The Finance Director will provide staff with the proper forms and budget planning materials related to individual requests and department requests. Staff will work with their supervisor and the Finance Director to draft and submit their requests, and Staff Liaisons to Boards, Commissions and Committees will hold meetings to discuss and provide recommendations for requests. The City Secretary will make sure that each meeting following approval of the Budget Calendar has a budget review/recommendation added to the abovementioned board and commission agendas. The City Secretary does not draft committee agendas but is available to staff for assistance. Please make sure you attach, or forward for attachment documents for agenda discussion items.



City of Dripping Springs
FY 2026 Tax Rate & Budget Adoption
Important Dates & Deadlines

Item 2.

March 4, 2025	City Council Approval of Budget Calendar and Presentation on Legislative Changes to the Budget Process
May 16, 2025	City Staff Department Budget Requests Due to Administration (includes individual staff member requests submitted to supervisors and IT related requests)
May 30, 2025	Board, Commission and Committee Budget Recommendations Due; City Staff Employee Pay Recommendations Due from Department Heads
June 3, 2025	City Council Budget Workshop
June 17, 2025	City Council Budget Workshop
June 27, 2025	Finance files Proposed Budget with City Secretary
July 1, 2025	City Council Budget Workshop
July 15, 2025	City Council Budget Workshop
August 5, 2025	City Council Budget Workshop, Set Proposed Tax Rate, and Discussion
August 14, 2025	Publication of Notice of Proposed Tax Rate, and Tax Rate and Budget Public Hearings (<i>Submit for publication August 6, 2025</i>)
August 14, 2025	Begin Continuous Notice of Proposed Tax Rate on City Website with Public Hearing Dates for Budget and Tax Rate Hearing, and Notice of Tax Rate
August 19, 2025	City Council Budget Workshop
September 2, 2025	City Council Budget Workshop – Public Hearings on Tax Rate and Budget (<i>Must take action to either adopt or postpone adoption of the Budget to the September 16, 2025, City Council meeting</i>)
September 16, 2025	City Council Meeting – Adoption of Budget, Ratification of the Tax Rate (if total property tax revenue is raised) and Adoption of the Tax Rate
September 17, 2025	Publication of Tax Rate and Budget on City Website, File Tax Rate and Budget with County and State Entities
September 25, 2025	Publication of Notice of Approved Tax Rate and Budget (<i>Submit for publication on September 17, 2025</i>)

March 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
	CC Meeting: Budget Presentation & Budget Calendar Approval		Historic Preservation Commission Budget Discussion	
10	11	12	13	14
TIRZ Board Budget Discussion Founders Day Commission Budget Discussion		DSRP Board Budget Discussion Parks & Recreation Commission Budget Discussion		**Staff obtain proper budget request forms from Finance Director
17	18	19	20	21
Founders Day Commission Budget Discussion				
24	25	26	27	28
Transportation Committee Budget Discussion Founders Day Commission Budget Discussion			Farmers Market Committee Discussion Emergency Management Committee Budget Discussion	Departmental IT budget requests due to City Administrator
31				

Budget Activities

- Finance provides necessary budget information and request forms to develop individual and department budget requests.
- Staff begins meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff department heads review IT related software and equipment requests with Administration, Finance & IT and determine any additional costs related to infrastructure. Requests due to Administration & Finance by March 28th.

***Dates may vary according to progress*

April 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
			Historic Preservation Commission Budget Discussion	HOT Grant Application Available
← <i>Staff review draft budget requests with supervisors and Finance Director</i> →				
7	8	9	10	11
		DSRP Board Budget Discussion		
← <i>Staff review draft budget requests with supervisors and Finance Director</i> →				
14	15	16	17	18
TIRZ Board Budget Discussion Founders Day Commission Budget Discussion		Parks & Recreation Commission Budget Discussion	Farmers Market Committee Budget Discussion Emergency Management Committee Budget Discussion	
21	22	23	24	25
28	29	30		
Transportation Committee Budget Discussion				

Budget Activities

- Staff continues meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff reviews draft budget requests with supervisors and Finance.

May 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
			Historic Preservation Commission Approve Recommendation	HOT Grant Applications Due
5	6	7	8	9
12	13	14	15	16
TIRZ Board Budget Approve Recommendation Founders Day Commission Discussion		DSRP Board Approve Recommendation	Farmers Market Committee Approve Recommendation Emergency Management Committee Approve Recommendation	City Staff Department Budget Requests Due (Includes individual staff requests)
19	20	21	22	23
Transportation Committee Approve Recommendation		Parks & Recreation Commission Approve Recommendation		
← City Administration Budget Development →				
26	27	28	29	30
← City Administration Budget Development →				Board, Commission, Committee, & Council Member Budget Recommendations Due

Budget Activities

- City Staff continues meeting with boards, commissions, committees, and council members to review and approve budget requests and recommendations.
- City Staff continues to develop individual and department budget requests and updates them with feedback provided by Administration & Finance. Staff/Departmental requests due by May 16th.
- Administration, Finance & IT work with vendors and staff on options and costs for IT related expenses.
- Administration & Finance draft proposed budget and review with staff and council members as necessary.
- All board, commission, committee, and council member recommendations due to Administration & Finance by May 30th.

June 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	2	3	4	5
	CC Meeting: Budget Workshop			HOT Grant Program Recommendation Due
← Budget Review w/Mayor →				
9	10	11	12	13
Founders Day Commission Approve Recommendation				
← Budget Review w/Mayor →				
16	17	18	19	20
	CC Meeting: Budget Workshop			
← Budget Review w/Mayor →				
23	24	25	26	27
				Proposed Budget Filed with City Secretary & Post to Website
30				

Budget Activities

- Administration & Finance begin budget review with the Mayor.
- City Council holds 1st budget workshop to review and discuss proposed budget on June 2nd.
 - Review of Budget Process – Review of Assumptions
- City Council holds 2nd budget workshop to review and discuss proposed budget on June 17th.
 - Review of General, Agriculture, Landscaping, Sidewalk, & PEG Funds
- Finance files proposed budget with City Secretary on June 27th.
- City Secretary posts proposed budget on city website and copy given to reception for public inspection.

July 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
	CC Meeting: Budget Workshop			
7	8	9	10	11
14	15	16	17	18
	CC Meeting: Budget Workshop			
21	22	23	24	25
				Certified Tax Rolls Due
28	29	30	31	

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 3rd Budget Workshop on July 1st.
 - Review of Utilities, Impact Fees & TWDB project.
- City Council holds 4th Budget Workshop on July 15th.
 - Review of Parks (General Fund), DSRP, Parkland Dedication & Development & HOT

August 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
4	5	6	7	8
	CC Meeting: Budget Workshop **Set Proposed Tax Rate			
11	12	13	14	15
			**Publication of Proposed Tax Rate & Budget Public Hearings Begin Continuous Notice on City website	
18	19	20	21	22
	CC Meeting: Budget Workshop			
25	26	27	28	29

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 5th Budget Workshop on August 5th.
 - Review of outstanding or requested items.
- Council sets Proposed Tax Rate on August 5th.
- City Secretary submits notice to News-Dispatch regarding Public Hearing dates for proposed Tax Rate and Budget on August 6th for publication on August 14th.
- City Secretary & Communications begin continuous notification of public hearing on city website on August 14th.
- City Council holds 6th Budget Workshop on August 19th.
 - Review of outstanding or requested items.

September 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
	CC Meeting: Budget Workshop Public Hearing on Tax Rate & Budget			
8	9	10	11	12
15	16	17	18	19
	CC Meeting: 2 nd Public Hearing on Tax Rate & Budget Budget Adoption Tax Rate Ratification & Adoption	Publication of Tax Rate & Budget on City website File Tax Rate & Budget with County and State Entities		
22	23	24	25	26
			Publication of Notice of Approved Tax Rate & Budget	
29	30			

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 7th Budget Workshop on September 1st.
- Council holds public hearings for Proposed Tax Rate & Budget on September 1st.
- City Council adopts Budget and Tax Rate on September 16th.
- Finance Director prepares Approved Budget for Fiscal Year 2026 with prescribed cover page.
- City Secretary submits notice to News-Dispatch regarding Approved Tax Rate and Budget on September 17th for publication on September 25th.
- City Secretary files Approved Tax Rate and Budget with Hays County and State Entities.



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: April 9, 2025

Agenda Item Wording: Discuss and consider approval of the updated DSRP Rental Agreement.

Agenda Item Requestor: Lily Sellers

Summary/Background: Staff has worked with Deputy City Attorney Aniz Alani to update our DSRP Rental Agreement. The updates align pricing with our Fee Schedule, communicate DSRP Policies and Guidelines more effectively, and provide the event/user an easier template to outline all or their needs for their event. This includes updates made after the February 12, 2025 DSRP Board Meeting.

Staff Recommendation: Staff recommends approval of the updated Rental Agreement

Attachments: New Final DSRP Rental Agreement - AA 2025-04-02.docx

Next Steps/Schedule: Upon approval, DSRP will start utilizing new Rental Agreement

ORGANIZATION CONTACT INFORMATION

Organization Legal Name (as registered with Texas Secretary of State:			
Trade Name or "dba" Name (optional):			
Mailing Address:		City, State, Zip:	
Business Phone:		Business Email:	
Business Website:			

SOS Number:	Are you a 501C3? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Name of Authorized Representative:	Phone:
Email Address:	

EVENT INFORMATION:
Event Center Rentals are available in Full Day (12-hours) or Half Day (6-hour dependent on space) blocks (subject to availability). Your rental window must include total use, including set up and breakdown times. More hours can be added to your rental block per space at per-hour rates.

Event Rental Location(s):

- | | | |
|--|---|---|
| <input type="checkbox"/> Entire DSRP Park (12-hr Rental Only, Excludes stalls and RV hookup) | <input type="checkbox"/> DSRP Trails | <input type="checkbox"/> Main Indoor Arena |
| <input type="checkbox"/> Entire DSRP Facility (12-hr Rental Only, Excludes stalls and RV hookup) | <input type="checkbox"/> DSRP Fields (1—4) | <input type="checkbox"/> Small Event Room (Expansion) |
| | <input type="checkbox"/> Vendor Hall | <input type="checkbox"/> Concession Stand (Expansion) |
| | <input type="checkbox"/> Main Event Room | <input type="checkbox"/> Livestock Barn (Expansion) |
| | <input type="checkbox"/> Concession Kitchen | <input type="checkbox"/> Outdoor Arena |

Please provide all date(s) and time(s) that you require access to rental space(s):

Day (Day of the Week MM/DD)	Date(s)	Location (Location in the building)	Set-Up Time	Doors Open Time	Event Start Time	Event End Time	Breakdown Time	Total Hours (Set-Up to Breakdown End)
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
Sunday								

EVENT MARKETING MATERIAL:

Do you have any physical/digital marketing material for DSRP. (e.g. Flyers, Social Media Links, Photos)? Yes No
 If Yes, please send all marketing material to dsrpinfo@cityofdrippingsprings.com and/or deliver to Dripping Springs Ranch Park.

EVENT DESCRIPTION:

- Equestrian
- Vendor Market
- Meeting/Training/Workshop
- Livestock
- Banquet/Reception
- Other: _____

Description of event:

EVENT DETAILS:

***Attendance will determine if security is needed for your event. If alcohol is being served armed security is required.**

Please check all that apply:

Open to the public? Yes NO

Ticket sales and/or admission fee? Yes NO

- Serving Food/Selling Food/Food Trucks: (Permits must be submitted through the City of Dripping Springs)
- Tents/Canopies: (All canopies must comply with the Park Ordinances. cityofdrippingsprings.com)
- Amplified Outdoor Sound
- Serving Alcohol: (Must complete section I. Alcoholic Beverages)
- Moonwalk/Rockwall/Bounce House: (Insurance must reflect and agreement must be made with the City of Dripping Springs)
- Aerialist/Acrobatics: (Insurance must reflect)
- Caterer: (Must have food handlers permits turned into DSRP)
- Other: _____

Audio/Visual Needs: (additional fees my apply)

Will there be loudspeakers, live music or any activity which involves amplification equipment or devices of any kind? **If yes, please describe**

Sound System: Select from of the following (additional fees may apply)

- Basic Sound Package (Microphone and Background sound): \$50.00/day
- LAV Pack
- Wireless Handheld
- Wireless Gooseneck

Visual: Select one from the following (additional fees may apply)

- Projector/Screen (Main Event Room ONLY): \$25.00/Day
- Clickshare

WiFi: Select from the following (additional fees may apply)

- Single Day Network Access: \$5.00/Day
- Three-day Network Access: \$12.00
- Seven Day Network Access: \$20.00
- Secure Multiple Vendor Network Access: \$300.00

ARENA FOOTING NEEDS or DIRT NEEDS

(Special footing needs will result in additional fees)

Do you have special footing needs? YES NO

If **YES**, special footing **needs must be submitted to DSRP no later than 30 days** in advance of the event. Failure to make this submittal could hinder your footing needs being met by the facility. Please describe special set-up and/or dirt needs in detail:

Drags (How many/How often):

Packing of the dirt (Light Pack/Hard Pack):

Depth (Any specific notes):

Any other requests:

ALCOHOLIC BEVERAGES

*Please see Facilities Rental Policy regarding alcoholic beverage service, consumption & security requirements

Will alcohol be served at your event? YES NO

Will alcohol be sold at your event? YES NO

If alcohol is to be **sold** at your event, you must provide a copy of your **Texas Alcoholic Beverage Commission Permit** and a copy of the **Certificate of Liability Insurance** with at least \$1,000,000.00 (One-Million Dollars and Zero Cents) coverage for personal and property injuries.

TABC License Number: _____

Date Submitted: _____ Received by: _____

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured):

Approved for Alcohol Sales: YES NO

City Staff Signature of Approval: X _____

GENERAL LIABILITY INSURANCE

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named) this includes Moonwalk/Rockwall/Bounce Houses/Aerialist/Acrobatics:

City Staff Signature of Approval: X _____

Rental Fees & Balances:

Rental Space Fee Amount		Due Date:
Custodial Fees		Due Date:
Add-On Fees		Due Date:
Save-The-Date Deposit (non-refundable)	\$250.00	Due Date:
Damage Deposit (refundable if no damages occur during the rental period.)	\$500.00	Due Date:
Total Rental Fees (Due 60-days prior to the event)		

Please read and initial/date below:

Initial: _____ I have read and understand the policies, terms and conditions on the preceding pages required for rental of the park.

Initial: _____ I understand that failure to comply with any of the policies, terms and conditions outlined in this agreement could result in forfeiture of my rental date, rental fees, security deposit and possible fines.

Initial: _____ Damages to the rental space, facilities or any part of Dripping Springs Ranch Park property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.

Initial: _____ Other fees may be assessed on an event basis depending on special requirements and requests from the licensee.

Please read and sign below:

I have read and agree to the terms and conditions stated in the Policies and General Park Rules for the Dripping Springs Ranch Park and Event Center and/or Outdoor Arena Complex, and Ranch House/Grounds and do hereby request the use of the facilities as outlined in this Agreement. As the authorized event agent, I shall be the responsible contact for my group, organization, membership, and/or event. By signing below, I declare I have read, understand, and agree to abide by the existing said Policies and Park Rules. I understand that I may request to have a copy of the Policies and Park Rules for my possession.

X _____

Licensee's Authorized Signature

X _____

DSRP Manager

X _____

Date Signed

X _____

Date Signed

*****CASH AND CHECKS ARE ACCEPTED*****

Please make checks payable to:

**Dripping Springs Ranch Park
PO Box 384
Dripping Springs, TX 78620**

For additional information please contact:

Teri Sanders, DSRP Facility Rental Coordinator, tsanders@cityofdrippingsprings.com

or

Lily Sellers, DSRP Manager, lsellers@cityofdrippingsprings.com

POLICIES AND PARK RULES FOR USE OF THE EVENT CENTER AND OUTDOOR ARENA COMPLEX ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND PARK RULES. FAILURE TO ADHERE TO POLICIES AND PARK RULES COULD RESULT IN EVENT CANCELLATION, FINES, AND ALL PAYMENTS AND DEPOSITS BEING FORFEITED.

The following information includes: (1) definitions of rental categories; and (2) general policies and rules for use of the Dripping Springs Ranch Park Event Center and Outdoor Arena ("DSRP Event Center and Outdoor Arena"). All stated dimensions are approximate. Fees exclude facilities not expressly listed in the DSRP Event Center Definitions. In this document, the City of Dripping Springs is referred to as the "City". The Dripping Springs Ranch Park Facility Manager ("DSRP Manager") will be the contact for all events at the Dripping Springs Ranch Park Event Center and Outdoor Arena. Please contact the DSRP Manager for details.

DSRP EVENT CENTER DEFINITIONS

Fees exclude facilities not expressly listed. Additional Custodial Fees apply to each rental.

Entire Event Center Rental: Fee includes use of the Main Indoor Arena, Vendor Hall, Main Event Room, Stall Area, Concession Kitchen, and Concession Plaza. The fee does not include any facilities on the expansion side of the building.

Main Event Room Rental: Fee includes the 12,000 sq. ft. meeting space. Rental of this space includes a limited number of available 8 ft tables and chairs.

Small Event Room Rental: Fee includes the 7,500 sq. ft. meeting space. Rental of this space includes a limited number of available 8 ft tables and chairs.

Main Indoor Arena Rental: Fee includes use of 275 x 145' large indoor arena, warm up arena, chutes, roping boxes, main wash racks, bleacher landing, and announcer's booth. Fee includes the use of preexisting bull pens and holding pens. Rental of this space also has the first right of refusal for stall rental.

Livestock Barn Rental: Fee includes the 23,000 sq ft covered area, livestock barn concession plaza, and livestock barn wash racks.

Outdoor Riding Arena & Round Pen Rental: The arena is 250 x 150 sq ft. This arena can be used in conjunction with events at the Event Center or as a standalone rental. The arena has lighting for evening use. An outdoor round pen is included in the rental of the riding arena for warm-up and training horses.

Vendor Hall/Front Porch Rental: Fee includes the 11,000 sq. ft. covered area.

Concession Kitchen Rental: The Concession Kitchen includes the main prep space and stainless-steel tables, use of DSRP commercial refrigerators and freezers, oven, wash station, and microwave. Use of the frying station is allowed subject to added requirements.

Concession Stand Rental: The Concession stand is available for rent during events. If Licensee requires a concessionaire, contact DSRP Staff.

Tables and Chairs: The DSRP Event Center has a limited number of 8-foot-long rectangular tables and folding chairs available for rent during events.

DSRP Lobby and Concession Plaza: These spaces are shared areas serving as the entrance and restroom access and concession sales for concurrent events. No Licensee will be allowed to conduct events in the Lobby/Concession Plaza that would interfere with other events occurring within DSRP.

Event Center Stalls: Stalls are available for rent at the Event Center. Any horse that remains at the facility overnight must be in a stall or tied up at the trailer or in a portable pen adjacent to your primitive camp site (Grounds fee will apply if tied adjacent to primitive camp site, in a portable pen or tied to trailer). Tying horses on the stalls is prohibited. Tying horses to your trailer at your RV campsite or erecting a portable pen at your RV campsite is prohibited. Tying or placing horses in any DSRP livestock pens, rough stock pens or cattle pens is prohibited. *The rental period is 24 hours, 8am to 8am daily.* Users may pay the fee at the DSRP offices or may pay directly to the Licensee who manages remitting payment to the city. Using the stalls without renting this amenity will result in forfeiture of event deposit.

Shavings: DSRP requires that each stall have a *minimum of 2 bags of shavings per stall*. Shavings are not included in the stall rental price but are available for purchase at Dripping Springs Ranch Park. **No outside shavings are allowed.** Event Managers/Show managers have the option to do their own stall check-ins and remit payment to DSRP for stalls and shavings at DSRP rates. Send all inquiries to dsrpinfo@cityofdrippingsprings.com

Arena Prep: DSRP will provide personnel on site to prepare the arena dirt before the rental period as needed. The cost is included in the rental fee. Licensee who wish to work any DSRP Footing themselves during the event will be required to: 1) bring their own equipment; 2) attend a scheduled orientation with event center staff; 3) provide proof of \$1,000,000.00 liability insurance coverage to cover personal and property injury/damages to, any portion of the arena, including the base layer of the arena floor; 4) return any alterations to footing done by Licensee to the original state. If footing is not returned to original state, Licensee must pay the costs to return footing to facility standards. All equipment brought in by outside parties must be well maintained and approved by the event center staff prior to use in the arena.

****Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, Indoor/Outdoor Arenas, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. To guarantee a reservation with no restrictions, the entire Event Center must be reserved. The floor plan, event layout, dirt needs, electrical needs and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting floor plan, event layout, dirt needs, electrical needs and parking needs. Changes made after this 30-day deadline may result in added fees.**

The DSRP Manager has sole authority to decide whether a proposed event or activity is proper for the desired space at the Dripping Springs Ranch Park and Event Center.

Compliance with Laws: The Licensee agrees to follow all applicable municipal, county, state, and federal laws, regulations, ordinances, and codes, including those governing health, safety, alcohol service, food handling, public events, noise, and liability insurance. Failure to follow such legal requirements may result in termination of this Agreement, forfeiture of any deposits, and other penalties as allowed by law.

TERMS AND CONDITIONS OF USE: Dripping Springs Ranch Park Event Center & Outdoor Arena

1. **NO GLASS, DUCT TAPE, GLITTER/CONFETTI/PYROTECHNICS:** Glass containers are **NOT** allowed on premises of the Dripping Springs Ranch Park and Event Center except by bartenders serving from a glass bottle to a plastic cup within a contained area. Duct tape is not allowed on any interior or exterior surface of the facility. Glitter/ confetti is prohibited in ALL spaces. Pyrotechnics are not allowed on park property under any circumstances.
2. **No alterations of any structure will be allowed.** There must be no glue, wire, screws, or nails attached to or embedded into the walls or ceilings for any reason. **Failure for Licensee and guests to follow this policy will result in the imposition of a \$500 fee as liquidated damages and immediate cancellation of your event.**
3. **Any space is rented as is.** Any changes or modifications could result in added fees. Please refer to the fee schedule. Personnel necessary for normal building operations will be on duty. If more staff are needed for your event there will be added staff fees.
4. **Supervision of Children:** Persons under the age of 18 years authorized to be in a park facility must always be accompanied by an adult. The ratio of minors to adults shall be no less than one adult for every eight minors.
5. **Porter Service:** Events with heavy attendance may require Porter Service during the event hours. This decision is up to the DSRP manager's discretion.
6. **Facility Rental Period:** Full Day (12 hours), Half Day (6 hours) dependent on space. This must include set-up and breakdown times needed. Per hour rates are available to Full and Half day rentals. If the premises are not vacated within the 1-hour clean up time, a per hour charge will be incurred. This 1-hour clean up time counts towards the 12 hour or 6-hour rental period.
7. **No Sublease:** No subleasing of any area of the Dripping Springs Ranch Park Event Center or Outdoor Arena Complex is allowed, excluding vendors or participants related to your event.
8. **Event Scheduling:** Bookings may be made up to twenty four (24) months in advance of the proposed event. Please contact the DSRP Manager for information and booking of the facilities. Reservations for the Outdoor Arena may be rescheduled or refunded due to weather conditions at the discretion of the City. Recurring events have the option to book multiple years in advance. DSRP retains the right to refuse to book an event of a competing or similar nature within 45 days of an event already booked.
9. **Events with Amplified Sound:** Must end at midnight and are restricted to 65 decibels or less. One hour will be given to clean up and exit after the event, but the music must end at midnight.
10. **Payment:** A \$250 non-refundable deposit that credits toward your rental fees is due to reserve any dates. Remaining fees are due sixty (60) days prior to your event. **The** estimated charges are determined using the rental form that is completed prior to securing a confirmed date. If additional items/staff charge/amenities or facilities are added or deleted later, additional fees or refunds may apply. Events that are cancelled more than sixty (60) days prior to the first day/date of the scheduled event will receive a refund minus the \$250.00 deposit. Events cancelled between thirty (30) and sixty (60) days prior to the first day/date of the scheduled event will receive a fifty (50%) percent refund. Events cancelled less than thirty (30) days prior to the first scheduled day/date of the event will receive NO refund. **A \$25.00 NSF fee will be assessed for all returned checks.**

11. **Damage Deposit:** A \$500 refundable payment must be placed on file as a security deposit. To avoid charges, Licensee agrees to leave the premises in as good or better condition than which it existed prior to their usage, as reasonably determined by the DSRP Manager. All trash must be disposed of properly. A City representative will conduct a walk-through of the premises with the Licensee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Licensee of any damages and/or charges. Any damage repair incurred by the City will be charged to the Licensee at actual cost plus a 15% administrative fee.
12. **Insurance:** Event Licensee and any alcoholic beverage vendor must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City as an additional insured, in the amount of \$1,000,000.00, insuring against any and all claims for personal injury, death, and property damage relating to the event and the Dripping Springs Ranch Park Event Center an Outdoor Arena.
13. **Indemnification:** CITY SHALL NOT BE LIABLE TO LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY, FOR ANY INJURY TO PERSON OR PROPERTY ON OR ABOUT THE DSRP EVENT CENTER AND OUTDOOR ARENA CAUSED BY THEN NEGLIGENCE OR MISCONDUCT OF LICENSEE, ITS EMPLOYEES, OR AGENTS. LICENSEE SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH LICENSEE'S RENTAL OF THE FACILITIES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGED PROPERTY.
14. **Alcoholic Beverages:** No sale or provision of alcoholic beverages will be allowed at the DSRP Event Center and Outdoor Arena without the prior written approval of the City. Licensee and/or vendors selling alcoholic beverages must be a holder of a current/valid Texas Alcoholic Beverage Commission ("TABC") license and must provide the City with a copy of said TABC license/permit a minimum of two (2) business days prior to the event. The City requires security for all events serving alcohol. No alcoholic beverages permitted on or around the DSRP Event Center and Outdoor Arena unless: (a) purchased onsite from approved vendor possessing appropriate licensing from TABC, or (b) provided free of charge by a Licensee to invited guests at a private function without admission fee. Events with alcohol must cease alcohol consumption two hours prior to the end of the event.
15. **Security and Emergency Medical Services ("EMS"):** Licensee shall be solely responsible for providing a reasonable number of Security and EMS personnel, at the City's discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. **Licensee shall be responsible for the actions and safety of Licensee's guests, or anyone on or around the DSRP Event Center and Outdoor Arena premises in connection with the event. The Licensee must obtain City approval of Licensee's plan for security and safety at least three (3) business days before the first day/date of the event.** Security and/or Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See below for guidelines-final plan must be approved by Staff. Events with up to 250 attendees at which alcohol is served must have one licensed security personnel. Events with 250- 500 attendees require 2 licensed security personnel. Attendance of over 500 people requires 3 licensed security personnel. Other events may be required to have security, even if no alcohol is served or consumed, depending on attendance and type of event at the discretion of the DSRP Manager.
16. **Release of Liability Waivers:** The Licensee is responsible for copying waivers and obtaining signatures from each participant prior to participation in an event that, in the DSRP Manager's determination, involves an enhanced risk of physical injury. Signed waivers must be returned to DSRP Staff no later than seven (7) business days after an event is completed. A copy of the City's waiver may be obtained from DSRP or on the Ranch Park's website.
17. **Special Event Food Vendors:** Special events that will have food vendors must obtain a permit from the City of Dripping Springs. Please contact the City of Dripping Springs Environmental Health Inspector for more information.
18. **Overnight RV Camping:** Overnight RV camping is permitted. Refer to the Fee Schedule for pricing. The Licensee is responsible for all RV camping fees incurred during a rental event period and must either collect RV Fees from each camping user for remittance to the City or obtain confirmation that the camping user has paid the City directly. There is a Dump Station on the property available for use with paid RV Fee. There is no discharge of grey water on the property and spills at the Dump Station will be the responsibility of the Licensee and RV owner.
19. **Overnight Primitive Camping:** Overnight primitive camping is permitted. Refer to the Fee Schedule for pricing. The Licensee is responsible for all primitive camping fees incurred during a rental event period and must either collect such fees from each camping user for remittance to the City or obtain confirmation that the camping user has paid the City directly. Please note that the Park does not have electrical hook-ups for campers.
20. **Toilets:** The Event Center houses sixteen women's toilets, nine men's toilets and three urinals. The new addition houses eight women's toilets, five men's toilets and three urinals. There is one portable toilet available for the Outdoor Arena. In cases where the existing restroom facilities will be inadequate, the Licensee is responsible for renting additional toilets. **Please see guidelines. DSRP does not guarantee that toilet facilities will be available in working order without interruption.**

21. **Parking:** Parking at DSRP event center is free to Licensee and its participants. The city may choose to charge for parking at other hosted events. If your event attendance is expected to exceed 500 attendees, Licensee will be required to submit a parking plan to DSRP management no later than 30 days prior to event. **For all rentals, the DSRP Manager may require parking plans and/or parking lot attendants or impose parking requirements.**
22. **Equipment:** Licensee must remove show production equipment from the arena or other fields before the end of rental period. All City equipment such as orange cones or other equipment provided by the city must be returned to original placement following use. All rentable equipment is noted on the Rate Schedule. DSRP can arrange for additional equipment or services through outside sources at rates to be quoted upon request.
23. **Coggins Lab Accession Log:** Licensee is required to comply with the Texas Animal Health Control ("TAHC") regulations. Current negative Coggins Lab Accessions are required for all horses on DSRP property.
24. **General Park Rules:** General Park rules for the City apply at the DSRP Event Center and Outdoor Arena. If you have questions about other general park rules, please refer to the Parks link on the City of Dripping Springs website at www.cityofdrippingsprings.com or contact the Parks & Community Services Director at 512-894-2400.
25. **No signs or banners** shall be placed outside or on the exterior of the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign. Licensee must comply with the City's Sign Ordinance. The use of the City of DSRP logos is subject to the City's Logo and Seal Ordinance. The Licensee must remove all event related items (e.g. banners, signs, decorations, etc.) by the end of the event. DSRP will not be responsible for any items left behind and the cost of disposing of abandoned items must be reimbursed by the Licensee.
26. **Smoking: Smoking** is prohibited on or around the DSRP Event Center and Outdoor Arena.
27. **Dogs must always be on leash** on or around the DSRP Event Center and Outdoor Arena. Owners must pick up after their dogs or may be asked to leave the premises.
28. **Special Needs:** If you find that your event requires services or has needs not addressed in this document or rental forms, please contact the DSRP Manager to discuss.
29. **Planning Setups (Floor Plans):** DSRP staff will help with arrangements for set-up of your event. This includes helping you plan the floor plans and layout for your event.
30. **DSRP has Wi-Fi internet available.** A **password** is required for access. Some additional charges may apply.
31. **Please keep DSRP staff informed of any deliveries** for your event. DSRP cannot accept responsibility for liability or loss. Licensees must arrange for security for items shipped in advance. DSRP does not arrange return shipping, this is the Licensee's responsibility.
32. **DSRP will provide trashcans and liners for events.** Licensees are responsible for utilizing these cans during events. The custodial fee covers staff changing out trash throughout your event. All bulk trash items must be removed by Licensees. If not removed and disposed of an additional clean up fee may be assessed.



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: April 9, 2025

Agenda Item Wording: Discuss and consider approval of the Co-Sponsorship Agreement with the Texas Beef Initiative.

Agenda Item Requestor: Noel McAlexander and Lily Sellers

Summary/Background: Texas Beef Initiative currently hosts weekly roping practice on Thursday nights. The roping practices are a great success weekly. It attracts all ages of ropers and even citizens to watch on Thursday nights. This renewal repeats the same contract from 2024 but with the removal of 3.4 because fees were waived to the amount of \$2600.00 for the exchange of the TBI purchased cattle chute.

Staff Recommendation: Staff recommends a Co-Sponsorship with Texas Beef Initiative. We recommend it being an annual agreement so that we can renew annually.

Attachments: 2025 - Texas Beef Initiative- Co-Sponsorship Agreement.docx

Next Steps/Schedule: City Council Contract Execution

CO-SPONSORSHIP AGREEMENT

This *Texas Beef Initiative Co-Sponsorship Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (“City”), and Texas Beef Initiative, a 501(c)(3) non-profit organization (“Co-Sponsor”).
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch Park (“DSRP”) by Co-Sponsor.
3. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events (“Event”):
 - 3.1. Texas Beef Initiative weekly roping practices at a reduced rental cost of \$50 for the outdoor arena and \$100 for the indoor arena for up to three (3) hours of use per day.
 - 3.2. Texas Beef Initiative Sunday roping practices at a reduced rental cost of \$50 for the outdoor arena and \$100 for the indoor arena when there is facility availability for up to three (3) hours use per day.
 - 3.3. Scheduling of all events shall be in coordination with the DSRP staff and shall be scheduled at least sixty (60) days in advance of any event. An event rental agreement shall be completed for each event or series of events. Unless otherwise scheduled, roping practices shall be from 6 p.m. to 9 p.m. on scheduled dates. Any use outside of the hours or days shall be at an additional charge.
4. **SCOPE:** This Agreement applies to Co-Sponsor’s use of DSRP for the reasons stated above, which shall be conducted weekly beginning on March 31, 2025.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at DSRP, the premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
6. **OBLIGATIONS OF THE CITY:**
 - 6.1. The City agrees to allow Co-Sponsor to use DSRP for the purpose stated in Section 3.
 - 6.2. The City and Co-Sponsor agree to jointly create a Committee to oversee the organization and execution of the Event. The Committee will consist of one representative appointed by the City and two representatives appointed by Co-Sponsor.
 - 6.3. The City agrees to grant Co-Sponsor access to the City’s tractor and skid steer. Co-Sponsor agrees that all drivers of the tractor and skid steer must be approved and registered with the City. A written waiver of liability completed by each user of City

equipment shall be completed before each use.

6.4. City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.

6.4.1. Electricity

6.4.2. Water

6.5. City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.

6.6. City will provide staff for each event and shall provide that the arena is ready for each scheduled event.

6.7. City agrees to allow the Co-Sponsor to house stock at the park.

7. OBLIGATIONS OF THE CO-SPONSOR:

7.1. Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event.

7.2. Co-Sponsor will be responsible for the care and feeding of its cattle at DSRP and all expenses related to the care and feeding of the cattle.

7.3. Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

7.4. Co-Sponsor agrees to the standard twelve (12) hour rental and fees may be applicable if the event goes over the 12 hours to include setup and breakdown. All other fees needed for the event, including RV stalls, additional equipment, or related fees shall be paid by Co-Sponsor with an estimate provided at scheduling of event and use of equipment or facilities.

7.5. Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.

7.6. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.

7.7. The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all roping participants. All executed waivers must be returned to the City within seven (7) calendar days prior to the event.

7.8. Co-Sponsor agrees not to perform waste or damage DSRP.

7.9. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.

- 7.10.** Co-Sponsor shall exercise reasonable care and due diligence to avoid harming DSRP.
- 7.11.** Co-Sponsor agrees to use good management practices, including but not limited to safe animal handling techniques. Co-Sponsor will be responsible for the care and feeding of the cattle at DSRP and all expenses related to the proper health, care, and maintenance of the Stock. They will also furnish all labor required to maintain the proper health, care, and maintenance of the Stock.
- 7.12.** Co-Sponsor will maintain fencing in a reasonable manner to prevent escape of Stock from Land. The Texas Beef Initiative will regularly maintain the space utilizing good land management practices. They will not make any improvements without DSRP's written permission.
- 8. INDEPENDENT CONTRACTOR:** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff to achieve the goals of this Agreement.
- 9. MANDATORY DISCLOSURES:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor shall submit a Form 1295 to the Texas Ethics Commission. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements).
- 10. INJURIES/INSURANCE:** Co-Sponsor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees and volunteers. Any user of City Equipment shall be covered by Co-Sponsor's insurance. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees or volunteers may sustain while performing services under this Agreement. Co-Sponsor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Co-Sponsor uses the services of any of Co-Sponsor's employees and volunteers for the provision of services to the City.
- 11. DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated March 31, 2026, or as outlined below.
- 12. TERMINATION:**
- 12.1.** This Agreement may be terminated by mutual consent of the parties.
- 12.2.** This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to

commencement of the use of DSRP.

- 12.3.** Termination shall release each party from all obligations of this Agreement, except as specified below.
- 12.4.** Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- 12.5.** The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at DSRP due to inclement weather.
- 12.6.** *Force Majeure:* In situations in which Co-Sponsor's participation at DSRP is delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

13. INDEMNIFICATION:

CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT A Y SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

- 14. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.
- 15. NOTICES:** Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery. (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

Attention: DSRP Manager
 Post Office Box 384
 Dripping Springs, Texas 78620
 Phone: (512) 858-4725

Co-Sponsor:

Attention: Noel McAlexander
 P.O. Box 189
 Dripping Springs 78620
 Phone: 512-981-8482

- 16. HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.

- 17. ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- 18. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 19. SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 20. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written made with respect to the participation at DSRP.
- 21. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 22. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the ____ day of _____ 2025.

City of Dripping Springs

Texas Beef Initiative

by: _____
Michelle Fischer, City Administrator

by: _____
Noel McAlexander, President



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: April 9, 2025

Agenda Item Wording: Discuss and consider approval of the Co-Sponsorship Agreement with the Carrie Isaac for Fire in the Sky Event.

Agenda Item Requestor: Carrie Isaac and 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 4th, 2025. 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.

Staff Recommendation: Staff recommends a Co-Sponsorship with Carrie Isaac for the 2025 Fire in the Sky.

Attachments: 2025 – Fire in the Sky- Co-Sponsorship Agreement.docx

Next Steps/Schedule: City Council Contract Execution

CO-SPONSORSHIP AGREEMENT

This Agreement (the "Agreement") is entered into on this ___ day of _____, 2024, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Jason Isaac, an individual (the "Co-Sponsor").

WHEREAS, the City of Dripping Springs hosts various community events in Dripping Springs, Texas; and

WHEREAS, the Parties mutually desire to collaborate on hosting the Fourth of July Fireworks event at Dripping Springs Ranch Park and Eventer Center on July 4, 2025 (the "Event"), which will serve as a platform enhancing community engagement and supporting local economic development; and

WHEREAS, the Parties have successfully worked together on previous events and wish to build on that success by formalizing their collaboration for the upcoming Event; and

WHEREAS, the Parties recognize the importance of establishing clear terms and conditions to govern their collaboration, ensuring a well-organized and successful Event;

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

1. **Scope.** This Agreement applies to Co-Sponsor's utilization of the City's property for the Event and reasons stated above.
2. **Obligations of the City.** The extent of the City's obligations under this Agreement is that the City agrees to display a banner for the Event at the intersection of US Highway 290 and Ranch Road 12 and will post the Event on the City's website calendar and City social media sites.
3. **Obligations of Co-Sponsor.** Co-Sponsor agrees to oversee the organization and execution of the Event, and agrees to keep the City informed of plans for the Event. Co-Sponsor agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event. Co-Sponsor agrees to recognize the City as a Co-Sponsor of the Event on the event's website and in printed materials on display at the Event.
4. **Event Specifications.** Co-Sponsor shall provide the City with the following event specifications for review and approval, which approval may be withheld at the City's discretion, acting reasonably:
 - (a) Event times, including for staging, opening to the public, main event, and takedown.
 - (b) Site plan;
 - (c) Security management plan;

- (d) Fire prevention and control plan;
 - (e) Traffic control plan;
 - (f) Notification to affected property owners;
 - (g) Fireworks inventory.
5. **No political advertising.** In light of the Event being hosted on City property, the Co-Sponsor agrees and will ensure that no political advertising as defined by the Texas Election Code will occur at the Event or on any signage or advertising of the Event.
 6. **Independent Contractor.** The Parties agree that Co-Sponsor is an independent contractor, and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
 7. **Safety.** Co-Sponsor agrees to abide by all state, federal, and local rules and regulations. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage. Participants in the Event shall obtain itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits, as applicable.
 8. **Site Maintenance.** Co-Sponsor agrees not to perform waste or damage City property and right-of-way. In addition, Co Sponsor shall exercise reasonable care and due diligence to avoid harming City property and rights-of-way. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
 9. **Duration.** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied.
 10. **Termination.** This Agreement may be terminated by mutual consent of the parties. It may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to the Event. Termination shall release each party from all obligations of this Agreement, except termination of this agreement shall not prohibit or impair a claim by either party based upon any breach of this Agreement.
 11. **Force Majeure.** In situations in which Co-Sponsor's participation in the Event is delayed, cancelled or suspended due to the Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

12. **Injuries/Insurance.** Co-Sponsor acknowledges the Co-Sponsor’s obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment “A”. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor may sustain while performing services under this Agreement. Co-Sponsor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Co-Sponsor uses the services of any of Co-Sponsor’s employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.

13. **Indemnification.** CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CO-SPONSOR.

14. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

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

For the Co-Sponsor:

Attention: •
•
•
•
•

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

15. **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without prior written consent of the other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.

16. **Severability.** In the event that any provision of this Agreement, or portion thereof, shall be found to be invalid or unenforceable, then, such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within this Agreement.

17. **Modifications.** All amendments or modifications to the Agreement must be in writing. No amendment or modification shall be effective until it is in writing and approved by both parties.
18. **Merger.** This instrument, and any Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written.
19. **Venue for Disputes.** In the event that a lawsuit is brought concerning events arising out of this Agreement, the venue for such action is *Hays County, Texas*. This Agreement shall be construed in accordance with the laws of the State of Texas.
20. **Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
21. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the **Co-Sponsor** has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). **Co-Sponsor** also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) **Co-Sponsor** does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) **Co-Sponsor** does not boycott energy companies; and **Co-Sponsor** is compliant with all other Texas laws including any additional disclosure requirements.
22. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
23. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

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

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

THE CITY:
City of Dripping Springs

THE CO-SPONSOR:

Michelle Fischer
City Administrator

•Jason Isaac

Date

Date

ATTACHMENT “A”**CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS:**

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

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

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

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

Type of Contract and Amount of Insurance:

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



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: April 9, 2025

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.

Agenda Item Requestor: Aaron Sulser and Lily Sellers

Summary/Background: After a successful Haunted House event last year, Hell Country Haunts would like to host their Haunted House at Dripping Springs Ranch Park again this year. No changes this year other than dates. DSRP continues to waive fees of all rental charges. We will continue with the previous 60/40 profit share with DSRP receiving 40%. DSRP will pay Hays County Livestock Show 10% of the 40%.

Staff Recommendation: Approve as presented with DSRP staff facilitating all operational needs and any additional city requirements pre and post opening of the seasonal attraction/event.

Attachments: 2025 - Hell Country Productions Inc. (Hell Country Haunt)

Next Steps/Schedule: City Council Contract Execution

CONTRACTOR USE AGREEMENT

This AGREEMENT is made and entered into this, the _____ day of _____ 2025 by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Hell Country Productions, Inc.**, a 501(c)(3) corporation registered to do business in the State of Texas (hereinafter referred to as “Contractor”).

1. Project Summary: Contractor will provide a Haunted House and Hayride Attraction at the Dripping Springs Ranch Park Event Center.

2. Duties.

A. Duties of Contractor.

- (1) Build temporary set to serve as a Haunted House that adheres to approved specifications set forth by the City of Dripping Springs’ municipal codes to obtain proper and necessary permits for event. If set is altered from original proposed/approved submission, Contractor must obtain further City written approval of alterations immediately before commencing construction from the Ranch Park Manager or designee in consultation with the Emergency Management Coordinator.
- (2) Represent the City in a professional manner.
- (3) Communicate progress and goals with Dripping Springs Ranch Park Management.
- (4) Provide a safe environment for all attraction patrons by adhering to park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.
- (5) Engage in excellent communication and customer service while working well with the public.
- (6) Submit security plan for approval to City Emergency Management Coordinator. Providing proof of retained security during the hours of operation.
- (7) Work with City Emergency Management Coordinator and Dripping Springs Ranch Park Management to create an Emergency Action Plan for the attraction.
- (8) Provide and operate a Hayride that transports patrons from parking to the Haunted House. City Emergency Management Coordinator and Dripping Springs Ranch Park Management must approve the Hayride vehicle, related equipment, and path.
- (9) Address any complaints or concerns from attraction patrons, recording and submitting to Dripping Springs Ranch Park Management any incidents and accidents.
- (10) Contractor will provide volunteers/staffing that will direct attraction patrons to the correct location accommodating event parking.

- (11) Contractor will operate the attraction on the following dates and times:
- a. Friday October 10th, 2025: 7:30PM – 10:00 PM
 - b. Saturday, October 11th, 2025: 7:30PM – 10:00 PM
 - c. Friday, October 17th, 2025: 7:30PM – 10:00 PM
 - d. Saturday October 18th, 2025: 7:30PM – 10:00 PM
 - e. Friday, October 24th, 2025: 7:30PM – 10:00 PM
 - f. Saturday, October 25th, 2025: 7:30PM – 10:00 PM
 - g. Thursday, October 30th, 2025: 7:30PM – 11:00 PM
- (12) Flexibility to provide a “soft close” will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.
- (13) Contractor will adhere to the Traffic Control Plan prepared by the City Engineer for the attraction.
- (14) All outdoor lighting and signage shall be provided for review and approved prior to placement on site.

B. Duties of City.

- (1) The City shall provide space at Dripping Springs Ranch Park for the Contractor to construct and operate a Haunted House and to operate a Hayride.
 - (2) Dripping Springs Ranch Park staff shall provide customer service by staffing the Event Center Business Office during all hours of attraction operation, provide for the attraction ticket sales, and support attraction operations.
 - (3) City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for hosting the attraction.
 - (4) City Engineer shall submit a Traffic Control Plan for the attraction to Dripping Springs Ranch Park Management and the Contractor.
 - (5) Dripping Springs Ranch Park Management will work with Contractor and with City Communications & Marketing Director on all print, internet, and social media advertisement and marketing. City Communications & Marketing Director will oversee and approve all advertising and media for the attraction.
- 3. Duration.** The term of this Agreement shall begin upon execution and end upon completion of the performance of all obligations hereunder.

4. **Termination.** This agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party. The City, at its sole discretion for any reason whatsoever, may cancel this agreement at any time and without prior notice if the City determines that the activity is not in the best interest of the City.

5. **Pay/Fees.**

- A. All fees are subject to final approval by the City Council at the recommendation of the Parks and Community Services staff.
- B. City will retain a Use Fee equal to forty percent (40%) of gross attraction ticket sale revenue. City will pay Hays County Livestock Exposition ten percent (10%) of the City’s revenue for use of the Expansion Event Room.
- C. City will pay the Contractor sixty percent (60%) of the gross attraction ticket sale revenue collected by city staff through ticket sales. Ten percent (10%) of the Contractor’s revenue shall be donated to a 501(c)(3) of the Contractor’s choice. Payment will be accompanied by an accurate system-generated report accounting of total sales no later than seven business days after the conclusion of the event and presence of Contractor on premises.

6. **Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

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

To the Contractor:
 Hell Country Productions, Inc.
 Attn: Aaron Sulser
 1032 Blue Ridge Dr.
 Dripping Springs, TX 78620

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

7. **General Provisions.**

A. **Relationship of Parties:** It is understood by the parties that Contractor is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of independent Contractor. The City may contract with other individuals or firms for entertainment services.

- B. Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
- C. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor.
- D. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- E. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
- F. Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- G. Entire Agreement:** The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- H. Effective Date:** This Agreement shall become effective commencing on the date of execution as indicated below.
- I. Severability:** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

J. Enforcement and Venue: This Agreement shall be construed under and according to the laws of the State of Texas and venue for enforcement shall be in Hays County.

K. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

IN WITNESS WHEREOF, the City of Dripping Springs has caused this Agreement to be signed and executed on its behalf by its authorized official, and Contractor has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Michelle Fischer
City Administrator

Aaron Sulser, Hell Country Productions, Inc

Date

Date

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

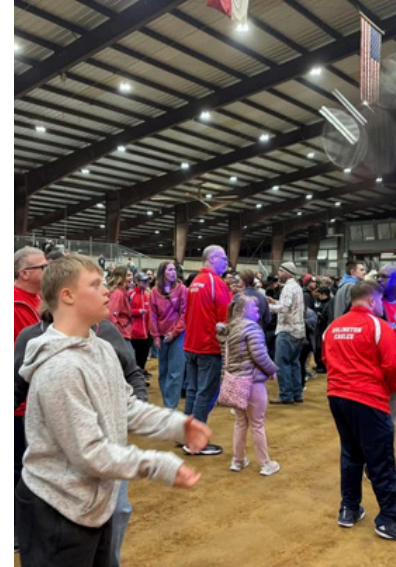
Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended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

Type of Contract and Amount of Insurance:

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

MANAGER REPORT

FEBRUARY 2025



February Highlights:

- The first weekend of February hosted our Hunters Heritage Banquet
- Texas Arena League came back for their third year February 7th-9th and had a super successful show. We have fully aced our footing for them and are expecting to see them for a 4th year in 2026. This weekend also had the Fancy Feathers Show and a Texas JR Roller Derby practice.
- Valentine's Day made for the perfect day for Texas Special Olympics to host their opening ceremonies and a Valentine's Dance
- Wild Game Dinner took over the facility on February 22nd and had a wonderful turn out. This was their second year in the expansion and luckily weather did not drop the way it was expected to! That weekend also hosted a 4H Point Show on Sunday.
- Our final weekend of February hosted NADAC Dog Agility Trials. They communicated their footing needs and the maintenance team perfected it this year. We love having them and getting to use the arena for different disciplines and breeds... and species!

HIGHLIGHTS AND PREVIEWS



Coming Soon in March

Programs

- Youth: Nature Rangers After-School, Arrow Wranglers, Coyote Kids Spring Break Camp, Spring Break Skate Camp

Events

- DSRP Riding Series Hunter Jumper Show, DSRP Riding Series Ranch Horse Show, DSHS Wrestling Banquet, Wildflower Market, 4H Point Show

MANAGER REPORT

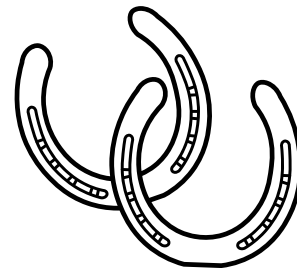
MARCH 2025



March Highlights:

- The first weekend of March featured the NADAC Dod Agility Trials
- This March was all things equestrian. Our 2nd weekend in March our DSRP Riding Series hosted a Hunter Jumper Schooling Show with great turnout. This show had 3 new A Level barns join us that have not been to our shows previously.
- Our DSRP Riding Series held a Ranch Horse Show on March 15th and had record numbers. A normally 6-8 hour show ended up at nearly 13 hours.
- Texas Market Guide hosted their Wildflower Market on the 4th weekend in March and we also had a 4H Point Show on that Saturday.
- Our final weekend in March hosted a Town Hall Event hosted by the Hays County Democratic Party and our Programs team took over the Kite Festival at Founder's Park. Staff also worked hard this week finishing the temporary arena in the expansion for the upcoming Fences Over Bee Caves show in April.

HIGHLIGHTS AND PREVIEWS



Coming Soon in April

Programs

- Youth: Nature Rangers After-School, Arrow Wranglers

Events

- Fences Over Bee Caves, DSHS Lacrosse Banquet, DSRP Riding Series Dressage Show, Big Tex Gun Show, Eggstravaganza, LTISD Day of Service, LCRA Day, Redeemer Dripping Springs Easter Service, THCBRA Spring Buckle Series