



City Council & Board of Adjustment Regular Meeting

Dripping Springs ISD Center for Learning and Leadership

Board Room, 300 Sportsplex Drive – Dripping Springs, Texas

Tuesday, May 06, 2025, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

Planning & Zoning Director Tory Carpenter

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

ELECTIONS

- 1. Administration of Oaths of Office, along with Statement of Officer, and Issuance of Certificate of Election for Re-elected Officials for Places 1, 3, and 5.**

PROCLAMATIONS & PRESENTATIONS

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

- 2. A Proclamation of the City of Dripping Springs Proclaiming the week of May 4-10, 2025, "Municipal Clerks Week." Sponsor: Mayor Bill Foulds, Jr.**
- 3. A Proclamation of the City of Dripping Springs Proclaiming the month of May 2025 as "Art Month." Sponsor: Council Member Sherrie Parks**

CONSENT AGENDA

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

- 4. Approval of the April 15, 2025 City Council meeting minutes.**
- 5. Approval of a Resolution Accepting the Mercer Street Restrooms, Park Improvements, and the two-year maintenance bond, and releasing all construction bonds as appropriate. Sponsor: Mayor Pro Tem Taline Manassian**

BUSINESS AGENDA

- 6. Discuss and consider selection of a vendor or vendors for Solid Waste Services starting in July 2025 and authorize City Administrator to finalize agreement with selected bidder. Sponsor: Mayor Bill Foulds, Jr.**
- 7. Discuss and consider approval of a Joint Bid Agreement between the City of Dripping Springs and the Dripping Springs Water Supply Corporation related to the Old Fitzhugh Road Project. Sponsor: Mayor Pro Tem Taline Manassian**
- 8. Public hearing, discussion, and consideration of approval of proposed amendments to an Ordinance of the City of Dripping Springs, Chapter 2, Administration and Personnel, adopting an Electronic Signatures Policy. Sponsor: Mayor Bill Foulds, Jr.**
 - Staff Report
 - Public Hearing
 - Ordinance

- 9. Discuss and consider approval of a License Agreement between the City of Dripping Springs and Garret and Heather Jones for improvements in the right-of-way adjacent to 175 Fort Sumner Street. Applicants: Garrett and Heather Jones**

REPORTS

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

- 10. Legal Department Year in Review. Laura Mueller, City Attorney**
- 11. Human Resources Department Year in Review. Chase Winburn, Human Resources Director**
- 12. City Secretary Department Year in Review. Diana Boone, City Secretary**
- 13. Legislative Report. Laura Mueller, City Attorney**
- 14. Planning Department Report: Tory Carpenter, Planning Director**

CLOSED SESSION

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

- 15. Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions. (Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)**
- 16. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. (Consultation with Attorney, 551.071)**
- 17. Consultation with City Attorney related to legal issues regarding land use, economic development, waiver and variance processes, and infrastructure requirements and rough proportionality. (551.071, Consultation with Attorney).**

18. **Consultation with City Attorney related to legal issues on the City Hall Renovations and the construction contract with Jonestar Construction.** (551.071, *Consultation with Attorney*).

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

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

June 3, 2025, at 6:00 p.m.

Board, Commission, & Committee Meetings

TIRZ No.1 & No.2 Board, May 12, 2025, at 4:00 p.m.

Founders Day Commission, May 12, 2025, at 6:30 p.m.

DSRP Board, May 14, 2025, at 11:00 a.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 **May 2, 2025 at 2:00 p.m.***

Diana Boone, City Secretary

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

Form 23-2 - Oath of Office (General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Execution and Delivery Instructions

The Oath is considered filed once it has been received by this office.

Mail: P.O. Box 12887, Austin, Texas 78711-2887.

Overnight mail or hand deliveries: James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

Fax: (512) 463-5569. If faxed, the original Oath should also be mailed to the appropriate address above.

Email: Scanned copies of the executed Oath may be sent to register@sos.state.tx.us. If emailed, the original Oath should also be mailed to the appropriate address above.

NOTE: Do not have the Oath of Office administered to you before executing and filing the Statement of Officer (Form 2201 – commonly referred to as the “Anti-Bribery Statement”) with the Office of the Secretary of State.

Commentary

All state or county officers, other than the governor, lieutenant governor, and members of the legislature, who qualify for office, are commissioned by the governor. Tex. Gov’t Code, Section 601.005. The Secretary of State performs ministerial duties to administer the commissions issued by the governor, including confirming that officers are qualified prior to being commissioned. Submission of this oath of office to the Office of the Secretary of State confirms an officer’s qualification so that the commission may be issued.

Pursuant to art. XVI, Section 1 of the Texas Constitution, the Oath of Office *may not* be taken until a Statement of Officer (see Form 2201) has been subscribed to and, as required, filed with the Office of the Secretary of State. Additionally, gubernatorial appointees who are appointed during a legislative session *may not* execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, Section 12. A Statement of Officer form required to be filed with the Office of the Secretary of State is filed upon receipt by the Secretary of State. The Oath of Office may be administered by anyone authorized under the provisions of Chapter 602 of the Texas Government Code. Commonly used officials include notaries public and judges.

Officers Required to File Oath of Office with the Secretary of State:

- Gubernatorial appointees, appellate and district court judges, and district attorneys
- Directors of districts operating pursuant to chapter 36 or 49 of the Texas Water Code file a duplicate original of their Oath of Office within 10 days of its execution. Tex. Water Code Ann. Sections 36.055(d); 49.055(d)

Officers Not Required to File Oath of Office with the Secretary of State:

- Members of the Legislature elected to a *regular* term of office will have their Oath of Office administered in chambers on the opening day of the session and recorded in the appropriate Journal. Members elected to an *unexpired* term of office should file their Oath of Office with either the Chief Clerk of the House or the Secretary of the Senate, as appropriate.
- All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

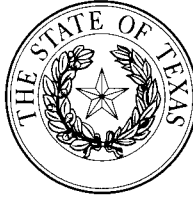
Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or register@sos.state.tx.us.

Revised 9/2023

Form #23-2 Rev. 9/2023

This space reserved for office
use

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

**OATH OF OFFICE****Filing Fee: None**

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

 Signature of Officer

State of _____)
 County of _____)

Sworn to and subscribed before me
 this _____ day of _____, 20 ____.

(seal)

 Signature of Notary Public or Other Officer
 Administering Oath

 Printed or Typed Name

Print

Reset

**Form 23-3 - Statement of Officer
(General Information)**

Item # 1.

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Execution and Delivery Instructions

A Statement of Officer required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office.

Mail: P.O. Box 12887, Austin, Texas 78711-2887.

Overnight mail or hand deliveries: James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

Fax: (512) 463-5569.

Email: Scanned copies of the executed Statement may be sent to register@sos.texas.gov

NOTE: The Statement of Officer form, commonly referred to as the “Anti-Bribery Statement,” must be executed and filed with the Office of the Secretary of State before taking the Oath of Office (Form 2204).

Commentary

Article XVI, section 1 of the Texas Constitution requires all elected or appointed state and local officers to take the official oath of office found in section 1(a) and to subscribe to the anti-bribery statement found in section 1(b) before entering upon the duties of their offices.

Elected and appointed state-level officers required to file the anti-bribery statement with the Office of the Secretary of State include members of the Legislature, the Secretary of State, and all other officers whose jurisdiction is coextensive with the boundaries of the state or who immediately belong to one of the three branches of state government. Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions. For more information, see Op. Tex. Att’y Gen. No. JC-0575 (2002) (determining the meaning of “state officer” as it is used in Article XVI).

Effective September 1, 2017, Senate Bill 1329, which was enacted by the 85th Legislature, Regular Session, amended chapter 602 of the Government Code to require the following judicial officers and judicial appointees to file their oath and statement of officer with the secretary of state:

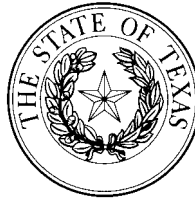
Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas; and
Associate judges appointed under Subchapter B or C, Chapter 201, Family Code.

Local officers must retain the signed anti-bribery statement with the official records of the office. *As a general rule, city and county officials do not file their oath of office with the Secretary of State— these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office.* **The Office of the Secretary of State does NOT file Statements or Oaths from the following persons:** Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges, County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD’s).

Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or register@sos.texas.gov

Revised 09/2023

Form #23-3 Rev. 09/2023
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

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

Title of Position to Which Elected/Appointed: _____

Execution

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

Date: _____

Signature of Officer

Print

Reset



CERTIFICATE OF ELECTION

In the name and by the authority of

The City of Dripping Springs, Texas

THIS IS TO CERTIFY that for the May 3, 2025

City of Dripping Springs General Municipal Election

XXXXXXXXXX

was duly elected to the office of

City Council, Place ____

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

Bill Foulds, Jr., Mayor



**PROCLAMATION
56th ANNUAL MUNICIPAL
CLERKS WEEK MAY 4 - 10, 2025**

WHEREAS, the profession of municipal clerks is essential to the effective functioning of local government, ensuring transparency, and the smooth operation of municipal services; and

WHEREAS, the office of municipal clerk is the oldest among public servants; and

WHEREAS, Municipal Clerks are ever mindful of their neutrality and impartiality while serving as the professional link between the citizens and the local governing bodies; and

WHEREAS, Municipal Clerks serve as the official record-keepers, managing vital documents, and ensure compliance with laws and regulations in cities across Texas; and

WHEREAS, Municipal Clerks demonstrate dedication and integrity in their work, going above and beyond to serve their communities and facilitate the effective governance of local governments; and

WHEREAS, Municipal Clerks Week provides an opportunity to recognize and celebrate the invaluable work of Municipal Clerks, acknowledge their vital contributions to public service, and highlight the important role they play in the day-to-day operations of our cities; and

WHEREAS, the city of Dripping Springs takes this opportunity to thank The City Secretary's Office for their ongoing dedication and service.

THEREFORE, The City of Dripping Springs hereby proclaims the week of May 4, 2025, as "Municipal Clerks Week".

Mayor Bill Foulds, Jr.



Carla Oldacre, TRMC
City Secretary

April 24, 2025

Subject: Congratulations on Receiving the TMCA Municipal Clerk's Office Achievement of Excellence Award

Dear Applicant,

On behalf of the TMCA Municipal Clerk's Office Achievement of Excellence Award Committee, we are delighted to extend our warmest **Congratulations!**

Following a thorough review of your application and supporting documentation, the Committee is pleased to inform you that your office has successfully met the criteria to receive this prestigious award. We commend your dedication to excellence in preparing and submitting your application and the outstanding work demonstrated through your submitted materials.

The vendor has informed us that your framed award is expected to arrive by the end of June. We encourage you to consider presenting it at an upcoming meeting to recognize your office and this notable achievement.

Thank you for your continued commitment to excellence in municipal service.

Sincerely,

Carla Oldacre

Chair, TMCA Municipal Clerk's Office Achievement of Excellence Award Committee

Committee Members:

Geoffrey Calderon, Alpine

Kelly Ballard, Keller

Jennifer Kirkland, Kyle

Caitlyn Biggs, Little Elm

Crystal Roan, Missouri City – Committee Liaison



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING MAY 2025, AS
“ART MONTH”**

- WHEREAS,** the City of Dripping Springs recognizes the vital role that the arts play in enriching the lives of residents, strengthening community bonds, and enhancing the cultural and economic vitality of our region; and
- WHEREAS,** the City recognizes that the Dripping Springs Art League (DSAL), — which was established in the fall of 2023 — has become a catalyst for creativity and connection in our community through its mission of *Art / Community / Connection*; and
- WHEREAS,** DSAL serves over 200 local artists and galleries and works diligently to promote Dripping Springs as a vibrant Hill Country Art Destination through its inclusive vision and artist-focused initiatives; and
- WHEREAS,** DSAL continues to uplift and support our city through programs such as scholarships for graduating high school seniors pursuing the arts, partnerships with local businesses, and its membership in the Dripping Springs Chamber of Commerce; and
- WHEREAS,** the City proudly collaborates with DSAL throughout the year on public art projects and community events, including Plein Air on Mercer, The Stars of Dripping Springs, the Art Lounge at the Songwriters Festival, and Art Markets; and
- WHEREAS,** the month of May features the *West of Weird Art Tour*, the largest local art tour in the area, welcoming visitors to explore and celebrate the creative spirit of our town; and
- WHEREAS,** the Mercer Street lamp post banners will feature local artists during the month of May; and
- WHEREAS,** the future of art in Dripping Springs is bright, with exciting DSAL initiatives such as the pursuit of a Cultural District designation, Night to Inspire community celebration on World Art Day, and engaging intergenerational art programming including kids, teens, and seniors;

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

1. That May 2025 shall be known as “Art Month” in the City of Dripping Springs, Texas; and
2. All residents and visitors are encouraged to celebrate, support, and participate in the artistic experiences that make our community a truly inspiring place to live, work, and create.

Proclaimed this 6th day of May, 2025.

Mayor Bill Foulds, Jr.



City Council Regular Meeting

*Dripping Springs ISD Center for Learning and Leadership
Board Room, 300 Sportsplex Drive – Dripping Springs, Texas*

Tuesday, April 15, 2025, at 6:00 PM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of Council Members present, Mayor Foulds called the meeting to order at 6:08 p.m.

City Council Members

Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
Deputy City Attorney Aniz Alani
City Secretary Diana Boone
Planning Director Tory Carpenter
Parks and Community Services Director Andy Binz
People & Communications Director Lisa Sullivan
Emergency Preparedness and Homeland Security Director Roman Baligad
Utilities Director Dane Sorensen
Parks & Community Services Assistant Director Emily Nelson
DSRP Manager Lily Sellers
Planning & Zoning Commission Chair Mim James
TIRZ Project Manager Keenan Smith, AIA

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Tahuahua.

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the

agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

No one spoke during the Presentation of Citizens.

CONSENT AGENDA

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

- 1. Approval of the March 25, 2025 City Council meeting minutes.**
- 2. Approval of the April 1, 2025 City Council meeting minutes.**
- 3. Approval of an agreement with Xylem for the purchase of spare submersible pumps for lift stations.** *Sponsor: Mayor Bill Foulds, Jr.*
- 4. Approval to authorize City Staff to exceed \$50,000.00 worth of purchases from Briggs Equipment Co. for the Purchase of a 50' Towable boom lift approved in the Fiscal Year 2025 Budget.** *Sponsor: Mayor Bill Foulds, Jr.*
- 5. Approval of the Co-Sponsorship Agreement with Carrie Isaac for Fire in the Sky Event.** *Sponsor: Council Member Geoffrey Tahuahua*
- 6. Approval of the Co-Sponsorship Agreement with the Texas Beef Initiative.** *Sponsor: Council Member Sherrie Parks*
- 7. Approval of a Founders Day Participation Agreement with the Dripping Springs Lions Club regarding Food Vendor Booths and Carnival at the 2025 festival.** *Sponsor: Council Member Sherrie Parks*
- 8. Approval of Professional Services & Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve items 1 – 8 on the Consent Agenda.

The motion to approve carried unanimously 5 to 0.

BUSINESS AGENDA

9. Public hearing and consideration of an Ordinance approving CUP2025-001: an application for a Conditional Use Permit to allow a permanent makeup facility at 251 Old Fitzhugh Road. Applicant: Courtney Deavers

a. Applicant Presentation

Courtney Deavers presented and remained in the audience to answer questions.

b. Staff Report

Planning Director Tory Carpenter presented the staff report and recommended approval of the Conditional Use Permit limited to the provision of permanent makeup and related cosmetic procedures as permitted under state regulations.

c. Planning & Zoning Commission Report

Planning & Zoning Commission Chair Mim James presented and recommended approval of the Conditional Use Permit.

d. Public Hearing

No one spoke during the Public Hearing.

e. Recommendation

A motion was made by Council Member Tahuahua and seconded by Council Member King, to approve the Conditional Use Permit with conditions recommended by staff.

The motion to approve carried unanimously 5 to 0.

10. Discuss and consider approval for a new fire service alarm at Dripping Springs Ranch Park. Sponsor: Mayor Bill Foulds, Jr.

DSRP Manager Lily Sellers presented the staff report.

A motion was made by Council Member Tahuahua and seconded by Council member King, to approve a new fire service alarm at Dripping Springs Ranch Park.

The motion to approve carried unanimously 5 to 0.

11. Discuss and consider approval of agreement between the City of Dripping Springs and Burgess and Niple in regards to the 3rd amendment to wastewater permit WQ0014488001 and authorize City Administrator and Mayor to finalize the agreement. Sponsor: Mayor Bill Foulds, Jr.

Utilities Director Dane Sorensen presented the staff report.

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to approve of agreement between the City of Dripping Springs and Burgess and

Niple in regards to the 3rd amendment to wastewater permit and authorize City Administrator and Mayor to finalize the agreement.

The motion to approve carried unanimously 5 to 0.

- 12. Consideration and action with respect to an Ordinance Authorizing the Issuance of City Of Dripping Springs, Texas Combination Tax and Limited Revenue Certificates of Obligation, Series 2025; Authorizing the Levy of an Ad Valorem Tax and the Pledge of Certain Net Revenues in Support of the Certificates; Approving An Official Statement, a Purchase Agreement and a Paying Agent/Registrar Agreement; and Authorizing Other Matters Related to the Certificates.**

Deputy City Administrator Shawn Cox presented, along with Financial Advisor Chris Lane, and Angela Avila serving as Bond Counsel.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks to approve of an Ordinance Authorizing the Issuance of City Of Dripping Springs, Texas Combination Tax and Limited Revenue Certificates of Obligation, Series 2025; Authorizing the Levy of an Ad Valorem Tax and the Pledge of Certain Net Revenues in Support of the Certificates; Approving An Official Statement, a Purchase Agreement and a Paying Agent/Registrar Agreement; and Authorizing Other Matters Related to the Certificates.

The motion to approve carried unanimously 5 to 0.

- 13. Discuss and consider approval of a resolution delaying the plan of financing for the City of Dripping Springs, Texas Combination Tax and Limited Revenue Certificates of Obligation, Series 2025 in the maximum principal amount of \$14,500,000 to finance certain projects and improvements to the City's streets, parking structure located in the downtown area, public works facility, park and recreational facilities, and any costs of issuance or other matters related thereto.**

No action was taken.

- 14. Consideration and action with respect to a Resolution Expressing Official Intent to Reimburse Certain Expenditures.**

Deputy City Administrator Shawn Cox presented.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve the resolution expressing official intent to reimburse certain expenditures.

The motion to approve carried unanimously 5 to 0.

- 15. Discuss and consider approval of an Ordinance amending the Fiscal Year 2025 Budget.**
Sponsor: Mayor Bill Foulds

a. Staff Report

Deputy City Administrator Shawn Cox presented the staff report.

b. Public Hearing

No one spoke during the Public Hearing.

c. Budget Amendment

A motion was made by Council Member Parks and seconded by Mayor Pro Tem Manassian, to approve of an Ordinance amending the Fiscal Year 2025 Budget.

The motion to approve carried unanimously 5 to 0.

REPORTS

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

16. Parks Department Report - Budget. *Andrew Binz, Parks Director*

No action was taken.

CLOSED SESSION

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

A motion was made by Council Member Tahuahua and second by Mayor Pro Tem Manassian, to go into Closed Session for items 17 – 21, under sections 551.071, 551.072, and 551.076.

The motion carried unanimously 5 to 0.

Closed Session began at 6:59 p.m. and ended at 7:39 p.m.

- 17. Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions.** *(Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*
- 18. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** *(Consultation with Attorney, 551.071)*

19. **Consultation with City Attorney related to legal issues regarding land use, economic development, waiver and variance processes, and infrastructure requirements and rough proportionality.** *(551.071, Consultation with Attorney).*
20. **Deliberation regarding Security Devices or Security Audits and Consultation with Attorney related to the Founders Day Festival.** *(551.071 Consultation with Attorney; 551.076 Deliberation regarding Security).*
21. **Consultation with City Attorney related to legal issues on the City Hall Renovations and the construction contract with Jonestar Construction.** *(551.071, Consultation with Attorney).*

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to move Item 20 out of Closed Session. The motion carried unanimously 5 to 0.

A motion was made by Council Member Tahuahua and seconded by Council Member Crow, to approve enhancing security measures with new maps. The motion carried unanimously 5 to 0.

ADJOURN

A motion was made by Council Member Parks and seconded by Council Member King, to adjourn the meeting. The motion carried unanimously 5 to 0.

The meeting adjourned at 7:41 p.m.

APPROVED ON: *Month, XX, 202X*

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: May 6, 2025

Agenda Item Wording: **Acceptance of the Mercer Street Bathrooms, park improvements, and the two-year maintenance bond and releasing all construction bonds as appropriate.** *Sponsor: Mayor Pro Tem Taline Manassian*

Agenda Item Requestor:

Summary/Background: These park bathrooms were constructed as a joint project between the City and the TIRZ Board. This item is to accept the bathrooms, release the construction bonds, and to accept the 2 year maintenance bond as required by the Agreement with Sadie Burch.

Commission Recommendations: TIRZ board approved the project as a Priority Project.

Recommended Council Actions: Approval of the Maintenance Bond and Acceptance of the Improvements.

Attachments: Construction Contract, Performance Bond, Maintenance Bond, Maintenance Bond Checklist, Staff Report

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2025-XX

ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE BOND FOR MERCER STREET RESTROOMS

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”),
ACCEPTING PARK IMPROVEMENTS AND APPROVING AND ACCEPTING
MAINTENANCE BOND FOR MERCER STREET RESTROOMS, PROVIDING
FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, Sadie Burche, LLC (“Contractor”) recently completed and the City Engineer for the City of Dripping Springs has inspected the revegetation, storm water, drainage, paving, wastewater (“Improvements”) for the Mercer Street Restrooms; and

WHEREAS, The City desires to accept as being complete in accordance with applicable development the Improvements at Mercer Street Restrooms; and

WHEREAS, the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Maintenance Bond (Attachment “A”) conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor’s Improvements; and

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Improvements in Mercer Street Restrooms.
3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. SUR2006544, from Frankenmuth Insurance Company (“Insurer”), included and attached herein (Attachment “A”).
4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City

shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.

5. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the day of , 2025, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds

ATTEST:

Deputy City Secretary

Attachment “A”

Maintenance Bond No. SUR2006544 Sadie Burche, LLC and Frankenmuth Insurance Company

BOND NUMBER: _____ SUR2006544

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Sadie Burche, LLC
 as Principal, and Frankenmuth Insurance Company, as Surety are held
 and firmly bound unto City of Dripping Springs, Texas
 in the full and just sum of Three Hundred Seventy-two Thousand Two Hundred Fifty-seven & 40/100
Dollars [\$372,257.40] Dollars, for the payment of which are well and truly to be made,
 we the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has by written agreement, dated November 14, 2024
 entered into a contract with said Obligee for:
Mercer Street Restrooms

WHEREAS, the obligee has requested that said work be guaranteed against failure
 because of defective workmanship or material, performed or furnished by said principal for a
 period of 2 Years

NOW THEREFORE, if the said Principal shall indemnify and save harmless the obligee
 against loss or damage occasioned directly by the failure of said materials or workmanship,
 then this obligation to be void, otherwise to remain in full force and effect. It is understood,
 however, that this bond shall not include loss or damage by failure or workmanship or materials
 due to hurricane, cyclone, tornado, earthquake, volcanic eruption or any similar disturbance of
 nature, nor military, naval or usurped power, insurrection, riot or civil commotion, nor any act
 of God.

Signed and sealed this 25th day of April, 2025.

Sadie Burche, LLC
 PRINCIPAL

By: [Signature]

Oscar Saavedra

Frankenmuth Insurance Company
 SURETY

By: [Signature]
 Elizabeth Ortiz

Attorney-in-Fact

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Bryan Moore, Betty Reeh, Elizabeth Ortiz, Ana Owens, Andrew Addison, Patrick Coyle

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.

Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW)

ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 25th day of April, 2025.

Andrew H. Knudsen

Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Frankenmuth Insurance Company toll-free telephone number for information or to make a complaint at:

1-704-421-7002

You may also write to Frankenmuth Insurance Company at:

**Frankenmuth Insurance Company One
Mutual Avenue
Frankenmuth, MI 48787**

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

1-704-421-7002

Usted también puede escribir a Frankenmuth Insurance Company:

**Frankenmuth Insurance Company One Mutual
Avenue
Frankenmuth, MI 48787**

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Frankenmuth Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

SAD11052024

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter the “Contract”) made this 14th day of November, 2024 (“Effective Date”), by and between **SADIE BURCHE, LLC**, (a Texas limited liability company), whose address is 11434 Fort Wyne Dr., San Antonio, Texas 78245 (hereinafter called the “Contractor”), and the **CITY OF DRIPPING SPRINGS** (hereinafter called the “City”).

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **MERCER STREET RESTROOMS PROJECT** and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the “Work”). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. CONTRACTOR’S DUTIES

2.1 Construction. Contractor shall construct all Improvements embraced in the **Project** as described in the proposal documents.

2.2 Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

2.3 Completion of Work. Work shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **one-hundred twenty (120) consecutive calendar days** after receiving the Notice to Proceed. The project shall be completed no later than April 9, 2024. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

2.4 Invoicing. Contractor shall prepare an invoice for work completed and submit the invoice to the City for payment. The proposal for the work is set forth in the proposal documents. Incomplete or inaccurate invoices shall be returned to Contractor for correction and re-submittal.

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2.5 Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

2.6 Change Orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

2.7 Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

2.8 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 Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government

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Code Section 2252.908). 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.

ARTICLE 3. THE CONTRACT PRICE

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of **\$ 362,495.00**. Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor's charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City's expense, upon reasonable advance notice at the offices of Contractor and during Contractor's normal business hours, to inspect, copy, and audit all records (except Contractor's trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City's account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor's books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. THE CONTRACT

The executed contract documents shall consist of the following components:

Exhibit A	Project Manual
Exhibit B	Plans
Exhibit C	Addenda
Exhibit D	Performance and Payment Bond
Exhibit E	Certificate of Insurance
Exhibit F	Contractor's Signed Cost Proposal
Exhibit G	Conflict of Interest Questionnaire
Exhibit H	Form 1295 Certificate

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor

SAD11052024

that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended

ARTICLE 5. TERMINATION AND DELAYS

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions*.

ARTICLE 6. MISCELLANEOUS

6. Non-Assignability. Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract, or its the proposal documents described above.

6.2 Amendment. This Contract and the proposal documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

6.3 Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other join relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

6.4 Notice. Any notice and/or statement required or permitted by this Contract, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:

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

If to the Contractor:

Sadie Burche, LLC
Attn: Oscar Saavedra, President
11434 Fort Wyne Dr.
San Antonio, Texas 78245

6.5 Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

6.6 Law & Venue. This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be the district court of Hays County, Texas.

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6.7 Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

6.8 Entire Contract. This Contract and the proposal documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

6.09 Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

6.10 Indemnification. Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the City and its agents and assigns from any and all claims or causes of action which Contractor, its insurers, and/or its subcontractors might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance maintained and/or required to be maintained by Contractor and/or its subcontractors pursuant to this contract, even if such claims of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

6.11 Liquidated Damages. Failure on the part of the Contractor to sustain the required maintenance or perform under this Contract may result in liquidated damages. The City may assess liquidated damages as listed in Section C-7 for incomplete work until all work is completed.

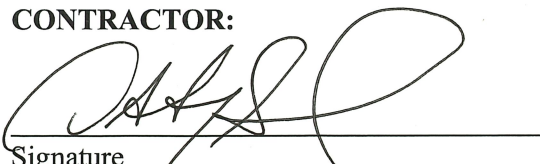
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

CITY OF DRIPPING SPRINGS:



Mitchell Fischer, City Administrator

CONTRACTOR:



Signature

City of Dripping Springs
Mercer Street Restroom

Page 5 of 6
Sadie Burche

SAD11052024

Oscar Saavedra, President
 Printed Name and Title

ATTEST:

[Signature]
 Signature

Luis Sanchez / Project Manager
 Printed Name and Title

CORPORATE CERTIFICATIONS:

I, _____, certify that I am the Secretary / Treasurer of the corporation named as Contractor herein; that _____ who signed this Contract on behalf of the Contractor, was then _____ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

 Corporate Secretary

 Printed Name

 Date



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

Submitted By: Shawn Cox, Deputy City Administrator

Council Meeting Date: Tuesday, May 6, 2025

Agenda Item Wording: **Discuss and consider selection of a vendor or vendors for Solid Waste Services starting in July 2025 and authorize City Administrator to finalize agreement with selected bidder.**

Agenda Item Requestor: Shawn Cox, Deputy City Administrator

Summary/Background:

In January, the City issues a Request for Proposal (RFP) for Solid Waste Collection and Disposal Services. A notice advertising the RFP was run in the January 29th and February 5th editions of the News dispatch. On March 12th, we received responses from:

- Frontier Waste Solutions
- Texas Disposal Services
- Waste Connections Lone Star

The proposals were reviewed by:

- Andy Binz, Parks and Community Services Director
- Riley Sublett, Maintenance Director
- Shawn Cox, Deputy City Administrator/City Treasurer

The City currently has an agreement with Waste Connections Lone Star. They have been our solid waste provider since 2017, when they acquired Vaquero Waste and Recycling. They were again selected as our provider in 2020, when the city last issued an RFP for Solid Waste Services.

The current agreement includes payment of a seven percent (7%) franchise fee. The City has received the following in solid waste franchise fees:

- FY 2021 = \$39,745.94
- FY 2022 = \$45,563.40
- FY 2023 = \$60,542.02
- FY 2024 = \$61,203.33
- FY 2025 = \$40,977.90 (year to date)

**Commission
Recommendations:** N/A

**Recommended
Council Actions:** If authorized to begin negotiations, we will have a Contract and Franchise Fee Agreement for Council consideration on the May 20th or June 3rd City Council Agenda.

Attachments:

- Submitted Proposals:
 - o Frontier Waste Solutions
 - o Texas Disposal Services
 - o Waste Connections Lone Star
- Bid Tab

Next Steps/Schedule: Approval of negotiated Contract and Franchise Agreement

REQUEST FOR PROPOSAL

Solid Waste Collection and Disposal Services

City of Dripping Springs, TX

The City of Dripping Springs will receive sealed proposals for the following project:

PROJECT: Solid Waste Collection and Disposal Services

DUE DATE AND TIME: **March 12, 2025 at 5:00 P.M.**

SUBMISSION LOCATION: For Hand Delivery:
City of Dripping Springs
Deputy City Administrator Shawn Cox
661 Hwy 290
Dripping Springs, Texas 78620

For U.S. Mail:
City of Dripping Springs
Deputy City Administrator Shawn Cox
Post Office Box 384
Dripping Springs, Texas 78620

No submissions by fax or email.

DEADLINE FOR INQUIRIES: **March 5, 2025 at 3:00 P.M.**

TYPE OF WORK: Residential and Commercial waste collection, recycling collection, transport, and disposal of municipal solid waste, including refuse, yard waste, and bulky waste from within the contiguous City Limits and the non-contiguous City Limits (resulting from island annexations) to a disposal or processing site identified by the Applicant.

COSTS: The proposal shall include the cost of collection, transport, and disposal of solid waste and all such residues or byproducts of such disposal processing and treatment.

RECYCLING AND PRICE: The proposal shall include recycling options and pricing if a bid for basic service is provided.

Inquiries regarding this request must only be submitted in writing to Shawn Cox, Deputy City Administrator via e-mail at scox@cityofdrippingsprings.com with "RFP Solid Waste" in the subject line. Written requests from interested firms and written responses by the City

will be provided to all Applicants who have provided their contact information to Shawn Cox as an interested party. This is the only permissible contact with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City, except that bids may be submitted at City Hall with City staff.

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A. PURPOSE

The City of Dripping Springs (“City”) is requesting proposals from interested and qualified contractors (“Applicant”) to provide the City with residential and commercial solid waste collection, transport, and disposal or processing (“Project”) within the City and its island annexations (“Contract Area”).

This is a proposal package for residential and commercial solid waste collection and disposal services for the City as publicly advertised in the newspaper and as posted on the city’s website. All information required for preparing this proposal is included in this proposal package. The proposal package can be for both residential and commercial solid waste collection or for residential or commercial solid waste collection.

Applicants are invited to submit proposals in accordance with the requirements of this competitive sealed Request for Proposal (“RFP”). Please read the entire package before preparing your proposal.

The Applicant must return this document with all additional information required for proper analysis of the Applicant’s response.

Applicants are requested to provide the following services for residential and commercial locations within the City and its island annexations for both residential and commercial locations or for either residential and commercial locations.

1. Solid waste and bulky waste collection and disposal
2. Yard waste and brush collection and processing
3. Recycling

This RFP is intended to describe the services required to fulfill the City’s needs, but not to describe or limit the technologies an Applicant may use to provide such services. Applicant represents, by submitting a proposal, that the Applicant has the tools, expertise, technology, and capacity to provide these services, and the Applicant is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the Contract. The City will expect and demand quality service from the successful Applicant at all times.

The City of Dripping Springs is a rapidly growing, environmentally aware community in the Texas Hill Country about 25 miles west of Austin. This beautiful Hill Country town offers majestic views, abundant wildlife, rolling hills, and rock bottom creeks. Approximately 5200 residents live within the city limits of Dripping Springs. There are about 3000 homes and 225 commercial businesses. Recycled materials are currently collected curbside as well. Applicants recognize that the amount of solid waste and number of households may vary.

B. GENERAL INFORMATION

1. Applicant Requirements & Responsibilities

The City Council is dedicated to responsive and customer-focused solid waste services for the citizens and business owners of the City of Dripping Springs. The City is interested in proposals from companies with a strong commitment to excellent customer service, which will work well with the City Council, and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life. The ideal company or companies will be customer-focused, responsive, innovative, friendly, and committed to offering Dripping Springs residents quality service. The City desires a partnership, which recognizes quality management driven by value and a strong work ethic, not just “the bottom line”.

Specifically, the Applicant is required to:

1. Provide an efficient and economical weekly service of curbside collection of solid waste for all residential customers and/or efficient and economical service of curbside collection of solid waste for commercial customers for one or more collections per week based on the customer’s option within the City limits;
2. Transport solid waste within the City to the applicant’s designated disposal site which must be a properly licensed waste disposal facility collected from the following:
 - a. all residential and/or commercial customers;
 - b. city facilities including, but not limited to as shown in Attachment “A”:
 - i. City Hall;
 - ii. Development Services;
 - iii. Dripping Springs Ranch Park;
 - iv. Founders Memorial Park;
 - v. Sports and Recreation Park;
 - vi. Charro Ranch Park; and
 - vii. the Dripping Springs Wastewater Treatment Plant.
3. Provide an efficient and economical service of collection and transport of solid waste to the applicant’s designated disposal site, a properly licensed waste disposal facility, during special events including, but not limited to:
 - a. Founders Day;
 - b. Songwriters Festival;
 - c. Brewers Festival;
 - d. Western Wonderland;
 - e. Dripping Springs Fair and Rodeo; and
 - f. Christmas on Mercer.
4. Provide billing services;
5. Maintain positive communications with the City and the customer; and
6. Provide recycling services (curbside) and pricing for said services including if all customers receive and a second pricing structure for if it is at the option of the customer. City will decide at time of Contract whether such service shall be decided.

Specifically, it is the responsibility of the Applicant to:

1. Leave waste containers, including the lids, on the side of the street in an upright fashion;
2. Ensure no loose trash in the streets or yards of customers, *i.e.*, if trash falls out of the cans or the trucks during collection, the vendor will pick up the litter;

3. Maintain a consistent route schedule, kept on file with the City, so that customers can expect their garbage to be picked up at approximately the same time each day;
4. Inform the City Administrator or the City Administrator's designee of any event, including, but not limited to: equipment failure, manpower shortage, icy weather, and flood, which may delay the pick-up of solid waste by more than three (3) hours on any scheduled day;
5. Be responsive to customer complaints and concerns;
6. Treat customers with respect and with top priority; and
7. Return to collect the waste or recyclables within a twenty-four (24) hour period after a missed pick-up.

2. Generation of Materials

Future increases or decreases in population, number of units, or volume of solid waste and other materials in the contract area cannot be accurately predicted or guaranteed. Therefore, it is expected that Applicants will project the volume or weight of materials to be generated and collected for proposal purposes, based on information provided with this RFP or derived from any other public information sources.

3. Community Benefits

The City also values the amount of community involvement, benefits, and sponsorships a provider is willing to agree to provide.

4. Applicant Qualifications

To demonstrate qualifications for performing the services required in this RFP and in the subsequent contract if awarded, each Applicant shall include, as a separate attachment to the Proposal Cost Form, the following items:

1. List of Applicant's experience with similar projects in Texas;
2. List of the addresses, phone numbers, and person of contact at 5 or more of the Applicant's current municipal or community customers, *i.e.* references;
3. Applicant's current financial statement;
4. Applicant's insurance coverage, showing coverage of at least:

Worker's compensation	Statutory minimum
Comprehensive and general public liability	\$ 1,000,000 per occurrence
Comprehensive and general public liability	\$ 1,000,000 aggregate
Property damage	\$ 1,000,000 per occurrence
Property damage	\$ 1,000,000 aggregate
Comprehensive auto liability - bodily injury	\$ 1,000,000 per occurrence
Comprehensive auto liability - bodily injury	\$ 500,000 per occurrence
5. List of Applicant's proposed management staff plus resume of the proposed project leaders;
6. Project organization chart;
7. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;
8. Evidence of Applicant's authority to conduct business in the State of Texas;
9. If Applicant is a corporation, a copy of the corporate resolution authorizing Applicant to enter into this transaction;
10. Description of public relations and customer education;

11. Description of quality control methods, complaint management, and resolution procedures;
12. Terms for residential and/or commercial solid waste collection operation, including hours and days of the week for whichever services the Applicant is proposing;
13. Terms for non-routine and holiday collection procedure and methods of customer notification;
14. Description of complimentary bulk collection;
15. Description of annual bulk collection at a central location;
16. Description of brush pickup;
17. Description of complimentary brush collection performed quarterly;
18. Description of recycling options and pricing for said options;
19. Description of roll-off or temporary solid waste collection options;
20. Description of any limitations on items to be collected and requirements for preparing unusual items for pickup;
21. Description of the containers to be provided, the time frame for their provision to new customers, and any related policies regarding distribution, replacements, and damage to containers;
22. Discussion of any complimentary or additional services to improve the value taxpayers are receiving, enhance their quality of life, or address special needs;
23. Discussion of any complimentary or additional community benefits or sponsorships for City sponsored events or projects to improve the value taxpayers and City is receiving, enhancing the City and the taxpayer quality of life, or address special needs;
24. Discussion of complimentary services available for City sponsored events including but not limited to Founders Day, Dripping Springs Farmers Market, Dripping Springs Fair and Rodeo, and Christmas on Mercer;
25. Discussion of complimentary services available for City facilities, including but not limited to City Hall, Development Services, Maintenance Facility, Dripping Springs Ranch Park; Founders Memorial Park; Sports and Recreation Park; Charro Ranch Park; Veterans Memorial Park, and the Dripping Springs Wastewater Treatment Plant.
26. Discussion of methods for handling barriers to collection, including blocked streets;
27. Description of the capital equipment available to provide the proposed services. Note the age, weight, and condition of collection trucks and how many are from line units and how many are spares;
28. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;
29. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;
30. Discussion of disposal and processing sites;
31. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;
32. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste;
33. Discussion of worker training and incentive; and
34. Information on charges to the City for unplanned brush and bulk item collection when contracted by the City in the course of performing emergency disaster response.

5. Fees

The franchise fee is a percentage of gross revenues in an amount set by City Council on recommendation of the Deputy City Administrator for all fees collected from customers. The

franchise fees will be remitted to the City on a quarterly basis. Sales taxes and franchise fees shall not be included in the rates quoted. There shall be no additional fees not included in the rates quoted.

6. Applicant Certification

By the submission of the proposal, the Applicant certifies that the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham proposal; that the Applicant has not solicited or induced any person or corporation to refrain from proposing; and the Applicant has not sought by collusion or otherwise to obtain any advantage over any other Applicant or over the City.

7. Disqualification of Respondent

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proponent and the rejection of a proposal:

1. Evidence of collusion among contractors;
2. Lobbying of City Council members, Mayor, or staff unless specifically designated as a contact;
3. Lack of competency as availed by either financial statements, experience or equipment statements as submitted, or other factors; or
4. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted and resident and business owner input to the City.

8. Conflict of Interest

A statement indicating the respondent has no conflict of interest with the City, including any past or present employees or past or present elected officials of the City, must be submitted with the statement of qualifications. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. The Applicant shall also include its statement that it meets all City and state ethics and conflicts of interest requirements.

9. Notice to Proceed

The City intends to issue a notice to proceed within sixty (60) days after award of the contract, however such period of time is not binding. Failure to issue the notice to proceed shall not constitute a breach of the contract. The contract starting date is projected to be July 1, 2025.

Municipal residents are currently serviced by one solid waste collection provider pursuant to an exclusive franchise agreement. No interruption of existing service from the current provider to the

awarded bidder is permitted. Service transition must be coordinated among the providers with the changeover occurring during the months of May and June 2025. Transition activities are those related but not limited to assuming customer accounts and related data; locating disposal sites and establishing disposal facilities; reviewing and modifying, if necessary, current routes; determining and developing new routes; soliciting employees; obtaining and/or setting up equipment (trucks, etc.); and establishing offices and customer service operations.

10. Post-Award Conference

A post-award conference will be scheduled as soon as practical after the award of the contract or contracts. The Applicant(s) shall attend the conference along with the prospective job superintendent and any anticipated major subcontractors. A proposed implementation schedule shall be submitted to the Deputy City Administrator or the Administrator's designee in a form satisfactory to the Administrator or designee. The Applicant shall also provide at least two (2) local telephone numbers which may be used to contact the Applicant(s) or their authorized representatives in the event of an emergency after normal business hours. Upon receipt of the documentation identified as required during that conference, a notice to proceed will be issued by the Deputy City Administrator or Administrator's designee.

C. DETAILED INFORMATION

1. Compliance with Laws

Each Applicant shall examine the RFP and related solid waste franchise ordinance thoroughly and familiarize themselves with all federal, state, and local laws, ordinances, and regulations, including, but not limited to, all rules, regulations, and the restrictive covenants governing the land within the City's jurisdiction, which may, in any manner, affect cost, progress, or performance of the described services.

2. RFP Addendum

The City may amend the RFP at any time before the RFP deadline. Copies of the official changes will be provided in the form of an addendum to all potential Applicants who have requested a RFP and who have provided their contact information to the Deputy City Administrator, Shawn Cox, as interested in the RFP. An addendum is not official unless it is prepared and distributed in writing by the City.

3. Proposal Preparation

The Proposal Cost Form shall be used and shall not be taken apart or altered, unless otherwise prescribed. The forms shall be typewritten or completed with pen and ink and signed. Proposals submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the secretary's attestation. Proposals by partnerships should be executed in the partnership's name and signed by a partner whose title must appear under the signature. All erasures or corrections should be initialed and dated by the official signing the proposal.

Applicants are encouraged to carefully review all provisions and attachments of this RFP prior to completion. Each proposal constitutes an offer and may not be withdrawn or amended except as provided herein. Any and all written statements contained in the proposal and any written

clarification of same requested by the City and delivered to the Deputy City Administrator will become part of the final proposal for services.

4. Proposal Submission

1. Providers are required to bid on the basic service of refuse collection in order to be considered for one of the other services, *e.g.*, yard waste collection.
2. Providers are required to include recycling services bidding.
3. All Applicants must submit two (2) copies and one (1) original of the proposals for waste removal on the basis required for the Proposal Cost Forms and one (1) electronic copy on flash drive. Proposals may be submitted at Development Services by hand delivery or mailed to the City's P.O. Box as listed below.
4. Proposals shall be submitted in a sealed envelope with the title, "Solid Waste Collection and Disposal" and the name, address, and telephone number of the Applicant clearly printed on the outside of the envelope. One original should be enclosed in each envelope. The envelope must not be see-through. An electronic copy of the proposal on a flash drive is also required.
5. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of City negligence, its agents or assigns, or unless only one proposal is received before the proposal due date.
6. Proposals must be mailed or delivered as follows in sufficient time to ensure receipt by the Deputy City Administrator on or before 5:00 p.m. on the date specified. Applicants shall be responsible for the actual delivery of proposals during business hours to the address indicated in this RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled proposal submittal due date.

Mailing & Hand Delivery Addresses:

MAILING:

Attn: Deputy City Administrator
P.O. Box 384
Dripping Springs, TX 78620

HAND DELIVERY:

Attn: Deputy City Administrator
661 Hwy 290
Dripping Springs, TX 78620

7. At the proposal submittal due date, no additional documentation will be accepted unless requested by the City. The Applicant shall include all documents necessary to support its proposal.

5. Changes or Alterations

Applicant may change or withdraw their proposal at any time prior to the proposal submittal due date. However, no oral modifications will be allowed. Only formal written requests for modifications or corrections of a previously submitted proposal shall be accepted and must be submitted as a complete, new proposal superseding and replacing the original proposal which will be considered withdrawn. The revised proposal shall be addressed in the same manner as the proposal and must be received by the City prior to the scheduled proposal submittal due date.

6. Submittal Clarification

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information from an Applicant.

7. Proposal Holding Time

The City may hold proposals for a period not to exceed one hundred and eighty (180) days from the proposal submittal due date for the purpose of reviewing proposals and investigating Applicant qualifications. Proposals shall be deemed valid for one hundred and eighty (180) days from proposal opening.

8. Proposal Reservations & Evaluation

The City reserves the right to reject any or all proposals, to award the entire contract to one provider for all work or to several providers for separate identifiable parts, and to waive minor defects in proposals.

Proposal costs will be evaluated using the Proposal Cost Form attached to this RFP. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum.

Award of the contract will also be based on the qualifications of the Applicant and innovative and environmentally safe technologies proposed by the Applicant to meet RFP requirements.

Prompt payment discounts may be considered in determining cost. A minimum of fifteen (15) days must be allowed and offered for prompt payment discount in order to be considered in making an Award. Standard payment terms will otherwise be NET thirty (30) days after services are rendered.

9. Liability

The City is not responsible for any cost incurred by an Applicant in preparation of a proposal.

10. Contract Award

The contract award or awards, if issued, shall be made to the Applicant or Applicants whose proposal, in the City's sole discretion, furthers the City's best interests. The contract may be awarded to one provider for all work, or to several providers for separate identifiable parts, based upon the proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Applicant under consideration, and the proposal's validity. The contract award or awards, if issued, shall be made by the City Council.

After the City's contract award or awards, the City will provide the Applicant or Applicants with contract documents. After proper contract execution, the Applicant or Applicants shall return all required documents to the City.

11. Proposal Security

Each Applicant shall submit a proposal security in the amount of five thousand dollars (\$5,000) with each proposal. The proposal security shall be in the form of a cashier's check on a bank or trust company insured by the Federal Deposit Insurance Corporation and shall be made payable to the order of The City of Dripping Springs. In lieu of making a cash deposit, the Applicant may submit a proposal security in the amount of five thousand dollars (\$5,000) executed by a corporate surety acceptable to the City and licensed in Texas to execute such sureties. The proposal security will be returned immediately after a contract is awarded, negotiated, and signed. An irrevocable

letter of credit on a bank or trust company insured by the FDIC and made payable to the order of the City of Dripping Springs for the amount of five thousand dollars (\$5,000) is also acceptable. Should an Applicant who is awarded the contract not complete the subsequent negotiation and/or signing steps of the process, the City shall collect and retain the Applicant's proposal security and may award the contract to the next best Applicant if any.

12. Bonds & Insurance

The general conditions of the contract documents will require payment and performance bonds and insurance certificates to be furnished with the executed contract. All bonds shall be signed by a Texas licensed resident agent who holds a current power of attorney from the surety company issuing the bond. All Applicants shall submit an "Affidavit of Bonding Limits" documenting that they are in accordance with the contract document. The performance bond at the time of execution of the contract shall be in the amount of fifteen thousand dollars (\$15,000).

13. Name Use

No Applicant advertising, sales promotion, or other publicity materials may mention information obtained from this proposal or imply the name of the City of Dripping Springs, without prior express written permission.

14. Bribery Clause

Applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

D. PROPOSAL COST FORM

1. Proposal Form

PROPOSAL FORM FOR:

(Print or type Applicant Name)

The undersigned Applicant agrees, if this proposal is accepted, to enter into a contract with the City of Dripping Springs ("the City") to complete all services and perform all work in strict conformity with the terms and conditions set forth in the contract and any laws, statutes, ordinances, rules, or regulations of any governmental agencies or public authorities relating thereto and the restrictive covenants if any of the City.

Each Applicant can choose to make a proposal for just Single Family or just Multi-Family and Commercial or both. The City may choose one vendor for Single Family Residential and a separate vendor for Multi-Family and Commercial. Please provide information or multiple Proposal Cost Forms if any Applicant's proposed costs change if the contract is limited to only one set of services. Services to be considered:

- ___ **Single Family Residences**
- ___ **Multi-Family Residential and Commercial**
- ___ **Optional Work as listed below**

Applicant declares that no person(s) or entity(ies) other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm, or corporation; and that no person or persons acting in any official capacity for or employed by the City are directly or indirectly interested in this proposal, or in any portion of the profit to be derived therefrom, or employed in any way by an owner of any interest in Applicant.

This proposal is not required by law to be awarded to the lowest bidder. Therefore, the City retains the right to award this contract based upon the proposal which is deemed to be in the City's best interest. The City reserves the right to accept the proposal in whole or part. The term for the operations agreement is three (3) years with two (2) one-year optional extensions. A different term can be negotiated if found to be in the best interest of the City.

In submitting this proposal, Applicant represents, as more fully set forth in the RFP, that Applicant has:

1. Examined the Notice to Applicants, RFP, Proposal Cost Form, RFP Addenda if any, and the contract documents;
2. Examined the actual site and locality where the services are to be performed;
3. Familiarized themselves with the City's legal requirements and restrictive covenants if any;
4. Made such independent investigations as they deem necessary;
5. Has satisfied themselves as to all conditions affecting cost, progress, or performance of the work and all difficulties that may arise or encountered in the performance of the work; and

6. Has made this bid on the basis of the above examinations, and not on the basis of any representations or promises made to them by the City, or any City agent.

Applicant agrees as follows:

1. That this proposal shall remain open and may not be withdrawn for the time period set forth in the RFP;
2. That all of the RFP terms and conditions, including, without limitation, those dealing with the disposition of their proposal security are accepted; and
3. That upon acceptance of the contract, they will execute a contract and will furnish the required performance bond, payment bond, and insurance certificates as set forth in the attached contract documents.

In accordance with the above understandings and agreements, Applicants will complete the work for the following in the contract area consisting of single and multi-family residential and commercial customers.

Prices shall also include all applicable federal, state, and county taxes for the following for the services being proposed:

1. Solid waste collection
2. Yard waste collection
3. Disposal or processing fees
4. Bulky waste collection
5. Recycling (curbside)
6. Brush collection

Additional collection units and hourly work made part of the contract after contract execution shall be at the cost per unit in the Proposal Cost Form, adjusted for any approved cost increases since contract execution. The City may choose not to utilize any or all of the additional work.

2. Optional Work

Three (3) Person Crew and Truck

Provided within 24 hours of request \$ _____/hour

Provided more than 24 hours after requested \$ _____/hour

Dumpster, including delivery, pickup, and disposal \$ _____/each

Roll-Off Container, including delivery, pick up, and disposal (indicate size: _____ cubic yards) \$ _____/each

Portable Toilets \$ _____/each

3. Once Per Week Solid Waste Collection and Disposal/Processing for Single Family Residences

On an additional page, please describe the method of collection to be used for single family residences, the proposed disposal and/or processing facility(ies), and proposed exit routes from the community.

	Item Description	(A) Est. # of Units	Once per Week Refuse Collection			Size of Container
			(B) Cost per Unit	(AxB) Cost per Month	(AxBx12) Estimated Annual Cost	
1.	Solid Waste Collection					
2.	Yard Waste Collection					
3.	Disposal Fees					
4.	Bulky Waste Collection					
5.	Recycling (curb-side) optional					
6.	Recycling (curbside) all customers					
7.	Brush Collection					
	Total Annual Gross Proposal (Annual Contract Sum; Sum of Items 1 – 7 Cost Per Year)					

4. Solid Waste Collection and Disposal/Processing for Multi-Family Residence and Commercial Locations

On an additional page, please describe the method of collection to be used for multi-family residences and commercial locations, the proposed disposal and/or processing facility(ies), and proposed exit routes from the community.

Item	Size of Dumpster (CY)	# of Dumpsters	Frequency of Collection (per week)	Monthly Cost	Annual Cost (Monthly Cost x 12)
Refuse Collection and Disposal			1		
Refuse Collection and Disposal			2		
Refuse Collection and Disposal			3		
Refuse Collection and Disposal – One (1) Additional Collection per Week					

E. ADDENDA ACKNOWLEDGEMENT AND SIGNATURE

Applicant acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this proposal.

Addendum No: _____

Date Received: _____

The following documents are attached to and made a condition of this proposal.

1. Proposal security in the amount of five thousand dollars (\$5,000).
2. A list of subcontractors and other persons and organizations required to be identified in this proposal.
3. Applicant qualifications.

The terms used in this proposal, which are defined in the RFP, have the meanings assigned to them in the RFP.

Respectfully submitted,

1. Individual

Signature: _____

Printed Name: _____

Title: _____

Business Address: _____

Phone Number: _____

Date: _____

2. Corporation

Name of Corporation: _____

State of Incorporation: _____

Secretary Attest
Signature _____

Printed Name: _____

License or Registration Number: _____

Doing business as: _____

Business Address: _____

Phone Number: _____

Date: _____

3. Joint Venture/Partnership

Name of Joint Venture/Partnership: _____

Printed Name: _____

Title: _____

Secretary Attest:
Signature _____

Printed Name: _____

License or Registration Number: _____

Doing business as: _____

Business Address: _____

Phone Number: _____

Date: _____

Attachment “A”

City Facility Needs – All Facilities are in Dripping Springs Texas

Facility	Dumpsters	Timing
Dripping Springs Ranch Park	2 – 40 Yard Dumpsters (roll-off) 2 - 8 Yard Commercial Dumpster 40 – Residential Rollers	Every Other Week Weekly Weekly
Wastewater Facilities		
Regional Plant	30-40 yard roll off	As Needed
Arrowhead Plant	2-6 yard front load dumpster	Weekly
Big Sky Plant	2-6 yard front load dumpster	Weekly
Village Grove Plant	2-6 yard front load dumpster	Weekly
Wild Ridge Plant	2-6 yard front load dumpster	Weekly
Double L Plant	2-6 yard front load dumpster	Weekly
City Hall	8 yard Dumpster	Twice Weekly
Development Services	6 yard Dumpster	Twice Weekly
Maintenance Yard	40 yard roll off dumpster	As Needed
Parks		
Founders Memorial Park	6 yard dumpster	Weekly
Sports and Recreation Park	3 – 8 yard dumpsters 10 – Residential Rollers	Weekly Weekly



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: May 6, 2025

Agenda Item Wording: **Discuss and Consider Approval of a Joint Bid Agreement between the City of Dripping Springs and the Dripping Springs Water Supply Corporation related to the Old Fitzhugh Road Project.** *Sponsor: Mayor Pro Tem Taline Manassian*

Agenda Item Requestor:

Summary/Background: The Old Fitzhugh Road Project is a TIRZ project designed to improve Old Fitzhugh Road including sidewalks, roadway improvements, and landscaping. To move the project forward, the City needs to have utilities relocated, including waterlines. As part of the Project, DSWSC wants to coordinate the removal of their lines, the installation of new lines, and provision of new assignments for the new lines. To ensure that the entire project moves at the current schedule as set by TxDOT and the City's Project Managers, the utility coordination with DSWSC will be bid at the same time as the rest of the project. Costs are divided based on the easements owned by the DSWSC. The terms of the Joint Bid Agreement include:

1. City will coordinate construction of the DSWSC water lines at the same time or before the City's construction of Old Fitzhugh Road.
2. Old lines will be removed and properly disposed of.
3. The lines will be 8-inch lines in new assignments.
4. Additional fire hydrant infrastructure will be installed.
5. DSWSC will deposit \$488,000 with the City at time of bid award to go towards construction of the new lines.
6. The City will fund the remainder as part of the project at a total cost of approximately \$1,164,000 (\$675,120).
7. All current easements will be released related to the existing lines.
8. DSWSC may take an active role in the bidding and contracting process.
9. City will have no ownership of the old lines or the new lines.

**Commission
Recommendations:**

TIRZ supports this as a priority project.

**Recommended
Council Actions:**

Approval.

Attachments:

Agreement; Attachment; DSWSC Engineer Report; Staff Report.

Next Steps/Schedule:

If approved, the agreement will be executed. Then when the project is ready for bid the water lines will also be bid out.

JOINT BID AGREEMENT

between

City of Dripping Springs

and

Dripping Springs Water Supply Corporation

Contract No. DSW20250417

JOINT BID AGREEMENT

THIS **JOINT BID AGREEMENT** IS ENTERED BY AND BETWEEN THE **CITY OF DRIPPING SPRINGS** AND THE **DRIPPING SPRINGS WATER SUPPLY CORPORATION**.

WHEREAS, the City and the Dripping Springs Water Supply Corporation (DSWSC) desire to provide the residents of the City and customers of the DSWSC safe and effective water delivery system in conjunction with the upgrade to Old Fitzhugh Road; and

WHEREAS, the City and DSWSC desire to cost share the cost of the improvements to the water delivery system as shown in Attachment "A"; and

WHEREAS, the City agrees to construct the improvements to the water delivery system for the benefit of the DSWSC and the City per agreed specifications and in compliance with state laws; and

WHEREAS, DSWSC will take possession and ongoing maintenance responsibility of the water delivery improvements upon completion and acceptance; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY AND DSWSC AGREE AS FOLLOWS:

ARTICLE 1. GENERAL

1.1 Recitals

The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

1.2 Effective Date

This Agreement shall be effective on the date upon which all the binding signatures of all Parties to this Agreement are affixed.

ARTICLE 2. DEFINITIONS

In this Agreement:

- (a) **"Agreement"** means this Joint Bid Agreement.
- (b) **"City"** means the City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
- (c) **"Contractor"** means the contractor retained by the City to perform the construct the waterline improvements in conjunction with the road construction contemplated by this Agreement.

- (d) **“DSWSC”** means the Dripping Springs Water Supply Corporation, a non-profit corporation of the State of Texas, created and operating pursuant to Chapters 49 and 67, Texas Water Code, and includes its officials, employees, representatives, contractors, and agents.
- (e) **“Waterline Improvements”** means the eight (8) inch waterline constructed within Old Fitzhugh Road as contemplated in Attachment “A”.

ARTICLE 3. GRANT AND USE OF ASSIGNMENT

3.1 Grant of Assignment

Once the waterline improvements are constructed, DSWSC agrees to abandon its easements as currently located in the section of Old Fitzhugh Road as shown in the area shown in Attachment “A”. Thereafter, the City shall grant to the DSWSC an assignment in the right-of-way or adjacent public utility easement for maintenance of the waterline improvements, provided DSWSC shall have the right to first review and approval of the form of the assignment. The easement abandonment shall be completed in writing within thirty (30) days of completion on the Waterline Improvements.

3.2 Scope of Use

The Assignments granted under this Agreement may be used solely for the maintenance of the constructed waterline improvements.

ARTICLE 4. COMPENSATION AND WATERLINE CONSTRUCTION

4.1 Compensation

- (a) The parties agree that the DSWSC will provide financial compensation for the construction of the Waterline Improvements in accordance with a mutually agreed cost estimate provided by DSWSC. The amount of compensation will be deposited with the City solely for use on the Waterline Improvements within ten (10) business days of the City’s award of bid to the selected contractor.
- (b) Based on the replacement of the waterline, a portion of which is in DSWSC easements, DSWSC will pay to the City \$488,000 toward the construction of Waterline Improvements as determined by the estimate as provided by DSWSC as shown in Attachment “A”.

4.2 Construction Responsibility

- (a) The City shall be solely responsible for the construction of the Waterline Improvements.

- (b) The Waterline Improvements shall be constructed to specifications jointly approved in writing by both DSWSC and the City and as shown in Attachment "A".
- (c) DSWSC shall have the right to review and comment on City bidding documents and contract documents. These documents will be provided to the DSWSC for review at least fifteen (15) business days prior to anticipated issuance. DSWSC shall have at least ten (10) business days to review and comment on documents.
- (d) City's and DSWSC shall coordinate with one another and work in good faith toward full and timely completion of all aspects of the Waterline Improvements.

4.3 Compliance with Laws

All construction shall comply with all applicable federal, state, and local laws, including but not limited to public procurement and state bidding requirements.

4.4 DSWSC Inspection Rights

- (a) The DSWSC shall have the right to inspect the construction at any reasonable time to ensure compliance with approved plans and specifications.
- (b) The DSWSC may request, and City shall comply with, the halt of construction if deviations from specifications or unsafe conditions are identified.

ARTICLE 5. WATERLINE OWNERSHIP, MAINTENANCE AND GUARANTEES

5.1 Ownership by the DSWSC

Upon completion of construction and formal acceptance by the DSWSC, the Waterline Improvements shall become public infrastructure owned and maintained by the DSWSC. For greater certainty, nothing in this Agreement affects the DSWSC's ownership of any predecessor waterline and related infrastructure to the Waterline Improvements, including any removed, abandoned or decommissioned waterline or related infrastructure, or conveys to the City an ownership interest therein.

5.2 Two-Year Maintenance Bond

The City shall provide, or shall cause to be provided, a maintenance bond valid for two (2) years following the DSWSC's acceptance of the Waterline Improvements. The bond shall guarantee the quality of construction and materials and shall obligate the bond holder to address any defects resulting from substandard workmanship or materials.

5.3 Post-Acceptance Maintenance and Upgrades

After acceptance of the Waterline Improvements, but subject to any benefit of the maintenance bond described in section 5.2 above, the DSWSC shall assume full responsibility for ongoing maintenance, repairs, upgrades, and improvements of the Waterline Improvements and associated infrastructure unless otherwise provided in this Agreement. Without limiting the generality of this section, the DSWSC will repair all damage to property, road, landscaping, sidewalks, and other improvements, whether owned or controlled by the City or a third party, arising out of the maintenance, repair, upgrade, or improvement of the Waterline Improvements or associated infrastructure and will restore such property, road, or other improvement to its condition before such damage occurred.

5.4 Future Waterline Relocations at City's Request

If, after acceptance of the Waterline Improvements, the City requires the Waterline Improvements to be relocated to accommodate a City-led project, the City shall be responsible for the cost of the relocation of the Waterline Improvements and associated infrastructure necessitated by the City-led project, but the City shall not be responsible for the cost of any upgrade or modification to, or betterment of any infrastructure not directly necessitated by the City-led project.

ARTICLE 6. MISCELLANEOUS

6.1 Assignment

Neither Party's obligations under this Agreement may be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other Party.

6.2 Authority

By executing this Agreement, each Party represents that such Party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement.

6.3 Compliance with Laws

Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and applicable to the Parties performing the terms and conditions of this Agreement.

6.4 Governmental Immunity

The City does not waive any governmental immunity. Any provision herein interpreted by a court of law to waive the City governmental immunity is void.

6.5 Entire Agreement

This Agreement (including any and all Exhibits attached hereto) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

6.6 Amendment

This Agreement may only be amended in writing signed by both parties.

6.7 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

6.8 Notice

- (a) 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 DSWSC:

Attention: General Manager
Dripping Springs Water Supply
Corporation District
101 Hays St., Ste. 416
Dripping Springs, Texas 78620

With copy to:

Law Office of ZT Evans
2900 W. Anderson Lane
Bldg. C-200, Ste. 354
Austin, Texas 78757

- (b) 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.
- (c) Point of Contacts during construction:

Garrett Osborne, Construction Inspector, (512) 858-4725
gosborne@cityofdrippingsprings.com

Rick Broun, General Manager, (512) 858-7897
rickb@drippingspringswater.com

6.9 Force Majeure

Each of the Parties shall be excused from any delays and failures in the performance of the terms and conditions of this agreement, to the extent that such delays or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature (including pandemic), Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

6.10 Governing Law

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

6.11 Venue

The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas.

6.12 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Agreement delivered by facsimile, e mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.13 Section Headings, Exhibits

The article, section and subsection headings of this Agreement, shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

6.14 Plural and singular nouns

Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular.

6.15 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. 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.

6.16 Further Instruments

Both the City and DSWSC agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.

6.17 Binding Effect

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

THE CITY:

City of Dripping Springs

Bill Foulds, Jr.
Mayor

Date

DSWSC:

Dripping Springs Water Supply Corporation



William Jackson
Board President



Date

ATTACHMENT "A"



LEGEND

- EXIST. WATER LINE (FROM HDR)
- RED/YELLOW EASEMENTS DRAWN FROM EASEMENT DOCUMENTS AND PLACED USING CURRENT PROPERTY LINES
- DSWSC EASEMENT (EASEMENT DOC REFERENCES PROPERTY LINE)
- DSWSC EASEMENT (EASEMENT DOC REFERENCES CENTER OF WATERLINE)
- BLUE DRAWN AS OFFSET FROM WATERLINE APPROX. LOCATION
- DSWSC EASEMENT (SHOWS LIKELY LOCATION ON WL.)

NOTES:

- LENGTH OF WL TO BE RELOCATED
 - APPROX. 3,400LF
- LENGTH EXISTING EASEMENT DOCS ALONG ALIGNMENT
 - APPROX 2,160 FT
 - 64% OF TOTAL ALIGNMENT
- LENGTH OF WL ALONG EASEMENTS DRAFTED TO BE CENTERED ON WL LOCATION
 - APPROX. 1160 LF
 - 34% OF TOTAL ALIGNMENT



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

Submitted By: Aniz Alani, Deputy City Attorney

Council Meeting Date: May 6, 2025

Agenda Item Wording: Public hearing, discussion, and consideration of approval of proposed amendments to an Ordinance of the City of Dripping Springs, Chapter 2, Administration and Personnel, adopting an Electronic Signatures Policy.

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: Under the Texas Uniform Electronic Transactions Act (Chapter 322, Texas Business and Commerce Code), an electronic signature is a legally valid alternative to an ink or “wet” signature in all but very few cases. The City seeks to modernize its administrative processes through the explicit recognition and implementation of electronic signatures for official business transactions. This ordinance establishes a comprehensive framework for the use and acceptance of electronic signatures in compliance with state law.

Examples of documents to which electronic signatures may generally be applied include: application forms; contracts; correspondence; internal forms, policies and procedures; invoices; permits; purchase orders and expenditure approvals; and timesheets.

Conversely, the ordinance provides that electronic signatures may not be used for the certification of City ordinances or resolutions, or negotiable financial instruments issued by the City, including checks. Although Texas law does not preclude the use of electronic signatures for these documents, these proposed limitations would be self-imposed by the City and therefore require approval by City Council through an ordinance amendment to modify.

The proposed policy creates clear guidelines for authentication requirements, security protocols, and record retention standards. It addresses specific limitations for certain document types while maintaining the legal equivalency between electronic and handwritten signatures for most City transactions.

Implementation of this policy will streamline administrative processes, reduce paper usage, enhance document tracking capabilities, and improve overall operational efficiency. The ordinance includes robust security measures such as multi-factor authentication and audit trail requirements to ensure the integrity of electronic transactions.

The policy integrates with existing City procedures while establishing new standards for digital document handling. It provides clear direction for staff regarding the proper use of electronic signatures while maintaining necessary security protocols.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Staff recommends approval of the ordinance to modernize City operations and improve administrative efficiency.

Attachments:

Draft Ordinance

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2025-_____

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS
AMENDING CHAPTER 2, ARTICLE 2.03 OF THE CODE
OF ORDINANCES TO ADD DIVISION 4, “ELECTRONIC
SIGNATURE POLICY”; PROVIDING FOR FINDINGS
OF FACT, ENACTMENT, REPEALER, SEVERABILITY,
CODIFICATION, EFFECTIVE DATE, AND PROPER
NOTICE AND MEETING.**

WHEREAS, the City of Dripping Springs seeks to modernize and streamline its administrative processes by allowing the use of electronic signatures in City business transactions; and

WHEREAS, the Texas Uniform Electronic Transactions Act (Texas Business and Commerce Code, Chapter 322) permits the use of electronic signatures and records under specific conditions; and

WHEREAS, the City Council of the City of Dripping Springs finds it to be in the best interest of the City to adopt an Electronic Signature Policy to provide guidance and legal structure for the acceptance and use of electronic signatures in compliance with applicable law;

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

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

FINDINGS OF FACT

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

ENACTMENT

Chapter 2, Article 2.03 of the City of Dripping Springs Code of Ordinances is hereby amended to add Division 4, "Electronic Signature Policy," as set forth in Attachment A, which is attached hereto and incorporated herein for all purposes.

REPEALER

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

SEVERABILITY

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

CODIFICATION

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

EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the ____ day of _____, 2025, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions/recusals) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

ATTACHMENT “A”**Division 4: Electronic Signature Policy****Sec. 2.03.100. Title.**

This division shall be commonly cited as the “Electronic Signature Policy.”

Sec. 2.03.101. Purpose.

This division establishes guidelines for the use and acceptance of electronic signatures in City transactions, ensuring compliance with the Texas Uniform Electronic Transactions Act (Chapter 322, Texas Business and Commerce Code).

Sec. 2.03.102. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Electronic record: A record created, generated, sent, communicated, received, or stored by electronic means.

Electronic signature: An electronic sound, symbol, or process attached to or logically associated with a document and executed or adopted by a person with the intent to sign.

Sec. 2.03.103. Use of Electronic Signatures.

- (a) Electronic signatures are deemed legally equivalent to handwritten signatures for all City transactions unless otherwise prohibited by law.
- (b) The City may utilize approved electronic signature platforms to ensure the authenticity, security, and integrity of signatures.
- (c) The use of electronic signatures for transactions must comply with the approval authorities and financial thresholds established in the City’s purchasing policy.
- (d) The City may require a wet signature at any time if an electronic signature is not appropriately obtained, cannot be authenticated, or is needed for any other municipal purpose.

Sec. 2.03.104. Examples of Electronically Signed Documents Permitted.

Without limiting the generality of section 2.03.103, but subject to sections 2.03.105 and 2.03.106, documents which may be electronically signed on behalf of the City and on which electronic signatures are accepted by the City include but are not limited to the following:

- (a) application forms;

- (b) contracts;
- (c) correspondence;
- (d) expenditure approvals;
- (e) internal forms;
- (f) internal policies and procedures;
- (g) invoices;
- (h) permits;
- (i) purchase orders; and
- (j) timesheets.

Sec. 2.03.105. Authentication Requirements.

- (a) Signers must authenticate their identity using secure methods, such as email verification or multi-factor authentication.
- (b) Systems used for electronic signatures must maintain a record of the signer's identity, date, and time of the transaction.

Sec. 2.03.106. Limitations.

- (a) Electronic signatures may not be used for any of the following:
 - (i) documents requiring notarization unless the electronic notarization complies with state law;
 - (ii) the certification of City ordinances or resolutions; or
 - (iii) negotiable financial instruments issued by the City, including checks.
- (b) Real estate transactions involving property records must adhere to Texas Property Code Section 12.001.

Sec. 2.03.107. Retention.

Electronic records, including those with electronic signatures, shall be maintained in accordance with the City's Records Retention Schedule and applicable state law.



DRIPPING SPRINGS
Texas

Electronic Signature Policy

Aniz Alani, Deputy City Attorney

Overview

- Proposed amendment to Chapter 2, Article 2.03
- Adds Division 4: “Electronic Signature Policy”
- Complies with Texas Uniform Electronic Transactions Act



Purpose

- Modernize administrative processes
- Increase operational efficiency
- Instills confidence that e-signed agreements are valid
- Reduce paper dependency
- Enhance document tracking
- Improve transaction security



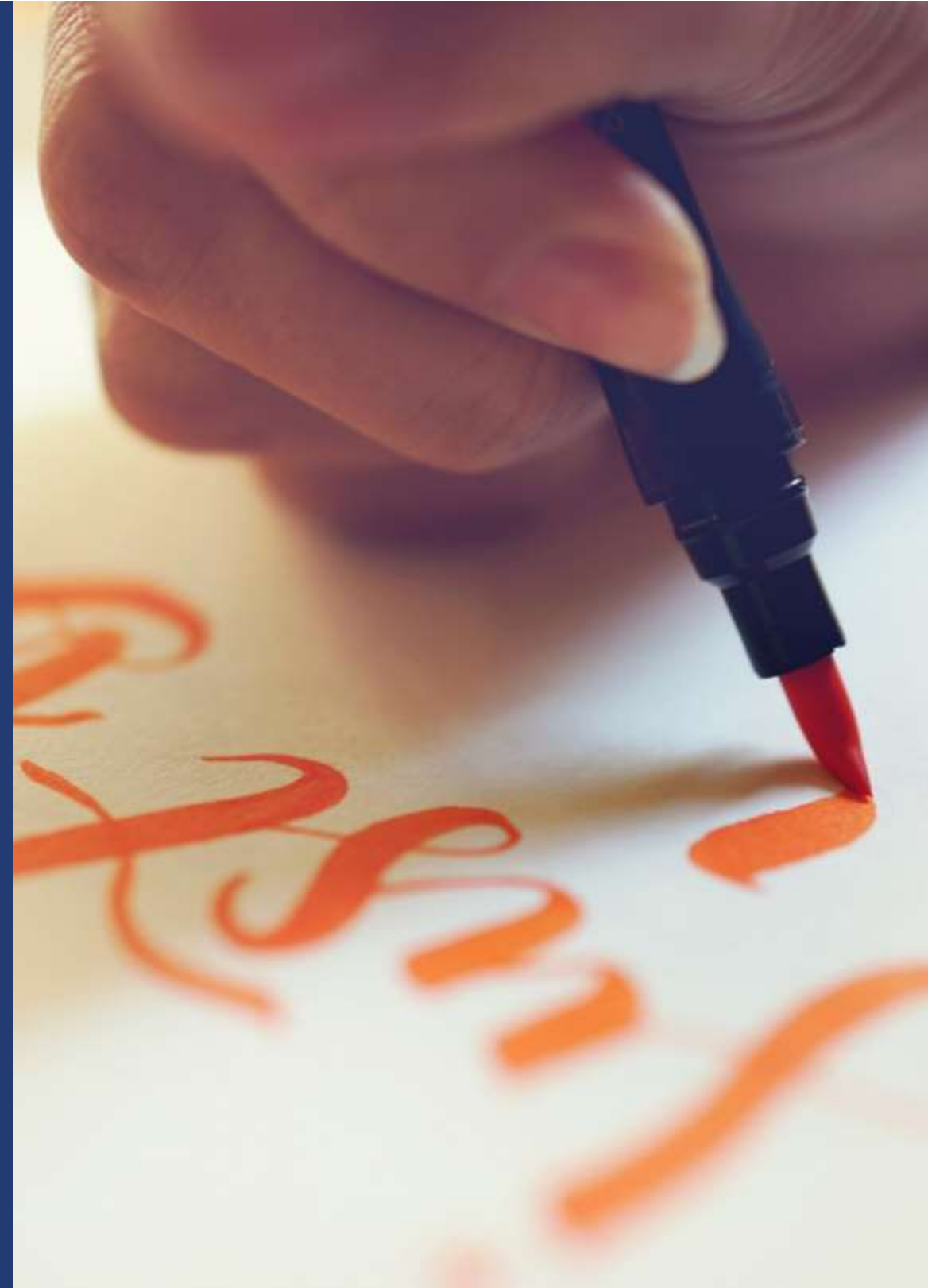
Legal Framework

- Electronic signatures equivalent to handwritten signatures
- Compliance with Texas Business & Commerce Code
- Integration with existing City policies



Examples

- Contracts
- Application forms
- Internal forms
- Permits
- Internal policies and procedures
- Correspondence
- Invoices, purchase orders, expense approvals
- Timesheets



Limitations

State imposed:

- Documents requiring notarization
- Certain real estate transactions
- Special cases defined by state law

City imposed:

- City ordinances and resolutions
- Negotiable financial instruments (e.g., checks)




Potential Features

- Routing agreements for internal approval and legal review before obtaining signatures
- Vendors can attach Conflict of Interest Questionnaires and Certificates of Insurance at time of e-signature
- Recipient lists ensure signed copy is consistently circulated and filed as City records



Sample Contract




DRIPPING SPRINGS
Texas

Contract Cover Sheet

Contract Number	GOO02102025 <small>Use first three letters of contractor and date of approval. Ex: contract approved for 1234 on Jan. 15, 2024, the Contract number is 123420240115. If not voluntarily approved, use the date the contract is submitted to the city signer.</small>
Contractor with Contact Information	Company: Jason Booth dba Goodday Design POC: Jay Booth Address: Phone Number:
Effective Date	February 1, 2025
Termination Date	January 31, 2026
Renewal/ Termination Notice Date	Either party may terminate this Agreement by a thirty (30) day written notice.
Bid/Quotes/ Budgeted	N/A
Department	Communications
Reporting Requirements	Insurance Certificate: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NA Conflict Disclosure: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NA 2299 Reporting: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NA Other Reporting Requirements: W-9
Council Meeting Date (if applicable)	

☒ Approved as to form


Deputy City Attorney


Sample Contract


	DRIPPING SPRINGS
Contract	
Contract Information	
Effective Date	
Term	
Termination	
Bid/Quote	
Description	
Reporting	
Council (if applicable)	

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into as of this 1st day of February 2025 by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the "City") and **Jason Booth dba Goodjay Design**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

- 1. Project Summary:** Contractor to provide on-call photography services in and around Dripping Springs, Texas, but excluding during multi-day events and festivals including Founders Day, Songwriters Festival, and Christmas on Mercer (the "Services").
- 2. Standard of Care:** The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity.
- 3. Consent:** The Contractor shall obtain written consent from any individual who is identifiable within a photograph taken in connection with the performance of this Agreement. In the case of a minor, the Contractor shall obtain written consent from the minor's parent or legal guardian. This requirement shall not apply to photographs taken at locations where the City has provided clear and conspicuous signage or other written notification informing individuals that photography is occurring and that their image may be captured and used by the City unless they affirmatively opt out in accordance with the procedures specified in the notification.
- 4. License Grant:** Contractor hereby grants to the City an exclusive, perpetual, worldwide, transferable, sublicenseable, and royalty free license to exploit the photographs and intellectual property created in the course of providing services pursuant to this Agreement in the marketing and sale of any product or service.
- 5. Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, \$720.00 payable to Jason Booth representing \$60.00 per month of Services. Payment shall be made in current funds to the address specified by the Contractor in an invoice to be submitted by the Contractor. The City may elect to prepay some or all the amounts due to the Contractor for the Services.
- 6. Sales Tax Exemption:** The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Contractor acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Contractor in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.
- 7. Duration:** This Agreement shall be in effect from February 1, 2025 to January 31, 2026 unless terminated as provided below.


City of Dripping Springs
Professional Services Agreement


Jason Booth
Page 1 of 3

Sample Contract

DRIPPING SPRINGS		
Contract	This Agreement is made between the City of Dripping Springs, Texas, and Goodjay Design, LLC, for the purpose of providing professional services to the City.	
Contract Number	1. Project Description: For the purpose of this Agreement, the Contractor shall provide professional services to the City as described in the attached Request for Proposal (RFP) and the terms and conditions set forth in the RFP.	
Effective Date	2. Start Date: The Contractor shall commence performance of the services on the date specified in the RFP.	
Term	3. Completion Date: The Contractor shall complete the services by the date specified in the RFP.	
Termination	4. Termination: The City reserves the right to terminate this Agreement at any time without cause, and the Contractor shall be responsible for all costs incurred by the City up to the date of termination.	
Bid/Quote	5. Payment: The City shall pay the Contractor for the services provided in accordance with the terms and conditions set forth in the RFP.	
Details	6. Reporting: The Contractor shall submit reports to the City as required by the RFP.	
Reporting	7. Dispute Resolution: Any dispute arising out of this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.	
Council (if applicable)	8. Termination: Either party may terminate this Agreement by a thirty (30) day written notice. In the event of early termination, the Contractor shall be entitled to a pro-rated portion of the \$720.00 annual fee. If the City has prepaid for Services in accordance with section 5, the Contractor shall promptly refund the City any amounts paid less the Contractor's pro-rated portion of the annual fee.	
	9. 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 Contractor. The City may contract with other individuals or firms for services of any kind.	
	10. Employees: Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.	
	11. 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 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.	
	12. Indemnification. Despite anything to the contrary in this Agreement, and in accordance with applicable law and the Texas Constitution, the City does not agree to indemnify the Contractor for any expenses in any way connected with this Agreement.	
	13. 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.	
	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:	
	<div>For the City: Attention: City Administrator City of Dripping Springs P.O. Box 384 Dripping Springs, TX 78620 512-858-4725</div> <div>For the Contractor: Attention: Jason Booth Goodjay Design [Redacted] [Redacted] [Redacted] [Redacted]</div>	
City of Dripping Springs Professional Services Agreement	City of Dripping Springs Professional Services Agreement	Jason Booth Page 2 of 3

Sample Contract

<div style="display: flex; justify-content: space-between;"> CONFLICT OF INTEREST QUESTIONNAIRE FORM CIO </div> <p style="margin: 0;">For vendor doing business with local governmental entity</p>	
<p>This questionnaire reflects changes made to the law by H.B. 33, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. (See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received _____
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-top: 10px;">Jason M. Booth</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <hr style="width: 20%; margin: 5px auto;"/> <p style="text-align: center; font-size: small;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIO as necessary.</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> <div style="margin-top: 20px;"> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> 1/26/25 Date </div> </div>	

Form provided by Texas Ethics Commission
www.ethics.state.tx.us
Revised 1/1/2025

Sample Contract

[illegible]

Sample Contract

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2025 - GOO10022025 - Jason Booth DBA Goodjay Design - Professional Services Agreement (E-Signature Package)

Final Audit Report 2025-02-11

Created:	2025-02-10
By:	Aniz Alani (aalani@cityofdrippingsprings.com)
Status:	Signed
Transaction ID:	CEJCH8CAABAASPVUMF29wGZHMZnfZOH1eTEp2e71k8B

"2025 - GOO10022025 - Jason Booth DBA Goodjay Design - Professional Services Agreement (E-Signature Package)" History

- Document created by Aniz Alani (aalani@cityofdrippingsprings.com)
2025-02-10 - 4:13:42 PM GMT
- Document e-signed by Aniz Alani (aalani@cityofdrippingsprings.com)
Signature Date: 2025-02-10 - 4:19:38 PM GMT - Time Source: server
- Document emailed to Michelle Fischer (mfischer@cityofdrippingsprings.com) for signature
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- Email viewed by Michelle Fischer (mfischer@cityofdrippingsprings.com)
2025-02-11 - 2:37:45 PM GMT
- Document e-signed by Michelle Fischer (mfischer@cityofdrippingsprings.com)
Signature Date: 2025-02-11 - 3:28:35 PM GMT - Time Source: server
- Document emailed to goodjaydesign@gmail.com for signature
2025-02-11 - 3:28:37 PM GMT
- Email viewed by [REDACTED]
2025-02-11 - 4:58:43 PM GMT
- Signer [REDACTED] entered name at signing as Jason M. Booth
2025-02-11 - 5:04:12 PM GMT
- Document e-signed by Jason M. Booth ([REDACTED])
Signature Date: 2025-02-11 - 5:04:14 PM GMT - Time Source: server

Adobe Acrobat Sign

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Sample Contract

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2025 - GOO10022025 - Jason Booth DBA Goodjay Design - Professional Services Agreement (E-Signature Package)

Final Audit Report 2025-02-11

Created: 2025-02-10

By: Ariz Alani (aalani@cityofdrippingsprings.com)

Status: Signed

Transaction ID: CBJ08CAABAAYVUMF29wGZHMZfZ0H1eTtEp2e71eB

"2025 - GOO10022025 - Jason Booth DBA Goodjay Design - Professional Services Agreement (E-Signature Package)" History

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Document e-signed by Ariz Alani (aalani@cityofdrippingsprings.com) Signature Date: 2025-02-10 - 4:19:30 PM GMT - Time Source: server

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Email viewed by Michelle Fischer (mfischer@cityofdrippingsprings.com) 2025-02-11 - 2:37:45 PM GMT

Document e-signed by Michelle Fischer (mfischer@cityofdrippingsprings.com) Signature Date: 2025-02-11 - 3:28:35 PM GMT - Time Source: server

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Email viewed by [REDACTED] 2025-02-11 - 4:58:43 PM GMT

Signer [REDACTED] entered name at signing as Jason M. Booth 2025-02-11 - 5:04:12 PM GMT

Document e-signed by Jason M. Booth [REDACTED] Signature Date: 2025-02-11 - 5:04:14 PM GMT - Time Source: server

Adobe Acrobat Sign

Agreement completed. 2025-02-11 - 5:04:14 PM GMT

Signatures

Certified by Adobe Acrobat Sign <acrobat-sign-certified@adobe.com>

No changes are allowed

Valid certified document:

Source of Trust obtained from Adobe Approved Trust List (AATL) and Adobe Root CA.

Document has not been modified since it was certified

Signer's identity is valid

Signing time is from the clock on the signer's computer.

Signature is LTV enabled

Signature Details

Reason: Certified by Adobe Acrobat Sign

Certificate Details...

Last Checked: 2025.04.29 10:55:59 -05'00'

Field: ES_CERTIFYING_SIGNATURE (invisible signature)

Adobe Acrobat Sign

Questions?



To: Mayor Bill Foulds Jr. & City Council
From: Tory Carpenter, AICP – Planning Director
Date: May 6, 2025
RE: License Agreement with Garret and Heather Jones (175 Fort Sumner Street)

I. Overview:

Garret and Heather Jones, homeowners at 175 Fort Sumner Street in the Legacy Trails subdivision, request a License Agreement with the City of Dripping Springs to allow improvements within the adjacent public right-of-way.

The homeowners began installing improvements without first obtaining City approvals or permits. Upon notification from City staff regarding the noncompliance, the property owners engaged with staff to discuss the situation. City staff worked with the applicants to initiate the formal License Agreement process to bring the improvements into compliance.

The proposed improvements are intended to address traffic and pedestrian safety concerns near the intersection of Fort Sumner and Goodnight Street, an area that has experienced increased traffic following the connection of neighborhood streets.

The License Agreement would authorize the Joneses to install a crushed granite parking surface, a low retaining wall, stone pathways, and native landscaping within the right-of-way, subject to specific construction, maintenance, and safety standards outlined in the agreement.

The City Engineer has reviewed the proposed improvements and does not have concerns related to drainage or erosion impacts from the project.

II. Agreement Terms:

Scope of Improvements:

- Crushed granite parking surface with gravel base, road base, and weed barrier.
- A 12" high, 63'4" long retaining wall with concrete footer and drainage holes.
- A 6' x 5' stone bridge and 2' x 4' steppingstones to connect the parking area to the sidewalk.
- Landscaping with native plants in designated flower beds.

Public Access:

The improvements within the right-of-way must remain open for public use and may not be exclusively reserved by the Licensee.

Maintenance and Compliance:

The Licensee must maintain all improvements at their sole expense, using all-weather materials and complying with drainage, erosion control, and tree preservation standards set by the City.

License Term:

The License is valid for twenty (20) years but is revocable for cause with 30 days' notice. It is non-transferable and will terminate automatically upon sale or transfer of the Licensee's property unless a new agreement is executed by the new property owner.

Insurance and Indemnification:

The Licensee must maintain general liability insurance and indemnify the City against claims arising from the improvements or their use.

III. City Benefit:**1. Improved Neighborhood Safety:**

The improvements are designed to facilitate safer street-side parking and pedestrian access, reducing traffic hazards near a busy intersection.

2. No City Cost:

All construction and maintenance costs are the responsibility of the homeowners

IV. Recommendation

Staff recommends approval of the License Agreement with Garret and Heather Jones, as the improvements serve a public safety benefit, enhance neighborhood aesthetics, are consistent with stormwater management requirements, and do not impede the intended use of the public right-of-way.

LICENSE AGREEMENT
(175 Fort Sumner Street)

This License Agreement (this "License") is made by and between the City of Dripping Springs, a Type A General Law city ("Licensor" or "City"), and Garret and Heather Jones, homeowners of 175 Fort Sumner Street, Dripping Springs, Texas 78620 (collectively, the "Licensee") effective as of the date set forth on the signature page hereto.

WHEREAS, the property subject to this License (the "Licensed Property") is part of the public right-of-way adjacent to 175 Fort Sumner Street, within the City of Dripping Springs;

WHEREAS, the Licensee desires to construct improvements within the Licensed Property to enhance traffic safety, provide guest parking, and improve the appearance of the property as described in the improvement request attached to this Agreement as Attachment "A";

WHEREAS, the Licensor has determined that such improvements serve a public purpose and do not obstruct the original intent of the public utility easement;

WHEREAS, the City desires to grant a license to allow such improvements in accordance with applicable city ordinances and subject to the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a revocable license to construct, maintain, and use certain improvements within the Licensed Property, as generally described and shown on the plans included in Attachment "A" and Attachment "B".
2. **Scope of Improvements.** Licensee may construct the following improvements:
 - (a) a retaining wall (12" height, 63'4" length, 6'10" width) with concrete footer and proper drain holes to ensure proper drainage from behind the wall;
 - (b) crushed granite parking surface built over gravel base, road base, and weed barrier;
 - (c) a 6' x 5' stone bridge and 2' x 4' stone pavers leading to the home; and
 - (d) landscaping with native plants in designated flower beds.

3. **Public access.** The Licensed Property and improvements shall remain open to the public and may not be reserved exclusively by Licensee.
4. **Licensee Obligations.** Licensee agrees to:
- (a) construct and maintain improvements as described in Attachment "A" and Attachment "B", or as otherwise agreed in writing by the City, at Licensee's sole expense;
 - (b) use all-weather materials consistent with City standards;
 - (c) ensure drainage and erosion control complies with City Engineer requirements;
 - (d) preserve all existing trees in accordance with the City's Tree Preservation Ordinance; and
 - (e) provide and maintain downlighting for safety.
5. **Term and Termination.**
- (a) This License shall remain in effect for twenty (20) years, unless terminated earlier as set out in paragraph (b), by mutual written agreement, or for cause by the City upon thirty (30) days' written notice.
- This License is personal to the Licensee and shall automatically terminate upon any sale, conveyance, or transfer of the property located at 175 Fort Sumner to a new owner. Upon such transfer, the new owner must enter into a new license agreement with the City in order to continue use of the Licensed Property. Failure to do so shall render the new owner's use of the improvements in the public right-of-way unauthorized and subject to enforcement, including removal of improvements at the owner's expense.
6. **Insurance.** Licensee shall maintain adequate general liability insurance for activities and improvements related to this License. Proof of coverage shall be provided upon request.
7. **Indemnification.** LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM LICENSEE'S USE, CONSTRUCTION, OR MAINTENANCE OF THE IMPROVEMENTS IN THE LICENSED AREA.
8. **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity.

9. **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 Licensor:

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

For the Licensee:

Garret and Heather Jones
175 Fort Sumner Street
Dripping Springs, TX 78620
jones.garret@gmail.com
512-748-1985

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.

10. **Miscellaneous.**

- (a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- (b) **Amendment.** This Agreement may only be amended in writing signed by both parties.
- (c) **Governing Law and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.
- (d) **Independent Status.** The parties are independent, and neither party is the other party's employee, nor are the employees of either party the other party's employees by reason only of this agreement. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.
- (e) **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.

- (f) **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Licensee 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). Licensee 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) Licensee does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Licensee does not boycott energy companies; and Licensee is compliant with all other Texas laws including any additional disclosure requirements.
- (g) **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.
- (h) **Force Majeure.** Neither party 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.
- (i) **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.

THIS SPACE INTENTIONALLY BLANK

- (j) **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

Michelle Fischer
City Administrator

Date

THE LICENSEE:

Garret Jones

Heather Jones

Date

ATTACHMENT "A"**Improvement Request**

Request: Build Parking Improvements in the ROW
Property Owners: Garret and Heather Jones
Property Address: 175 Fort Sumner, Dripping Springs, Texas 78620
Neighborhood: Legacy Trails

We are requesting a License Agreement to for us to make improvements that are in the city's Right of Way (ROW). The reason for the improvements are for safety concerns.

Description of Improvement (See Attached Design):

We are wanting to install a retaining wall that will be at grade with the street (12 inches high), length of 63 feet 4 inches and 6 feet 10 inches wide. The retaining wall will have a concrete footer and the chop block dimensions are a length of 16 inches, width of 6 inches and height of 6 inches. The parking area will have a base of gravel for proper drainage, layer of road base, then a weed barrier followed by crushed granite. The retaining wall will have drain holes to ensure proper drainage. There will be down lighting installed so family and guest can use the area safely.

We will have a stone bridge (6 feet by 5 feet) for people to walk from the improved parking over the drainage ditch and into our yard, followed by 2 feet by 4 feet pavers to our sidewalk leading to our front door. This is to prevent family and guest from having to walk into traffic.

The build will be constructed in a professional manner as we don't want to diminish the look of the neighborhood nor city.

The City Maintenance Director and City Engineer have conducted a site visit to look at the improvements that we began, as we were unaware of needing the agreement (attached are pictures). They deemed that that improvements were not obstructing the original intent of the PUE.

Purpose for Improvements:

The street will only accommodate the flow of traffic for 2 cars and when cars are parked on the street, traffic is impeded. Since the street has been connected to Big Sky, we receive a lot of traffic by our house. With us being so close to the intersection at Goodnight and Fort Sumner, cars are at times, are turning into oncoming traffic when cars are parked in front of our house.

During school times, we have buses coming up and down the street and with cars parked in the street are impeding traffic.

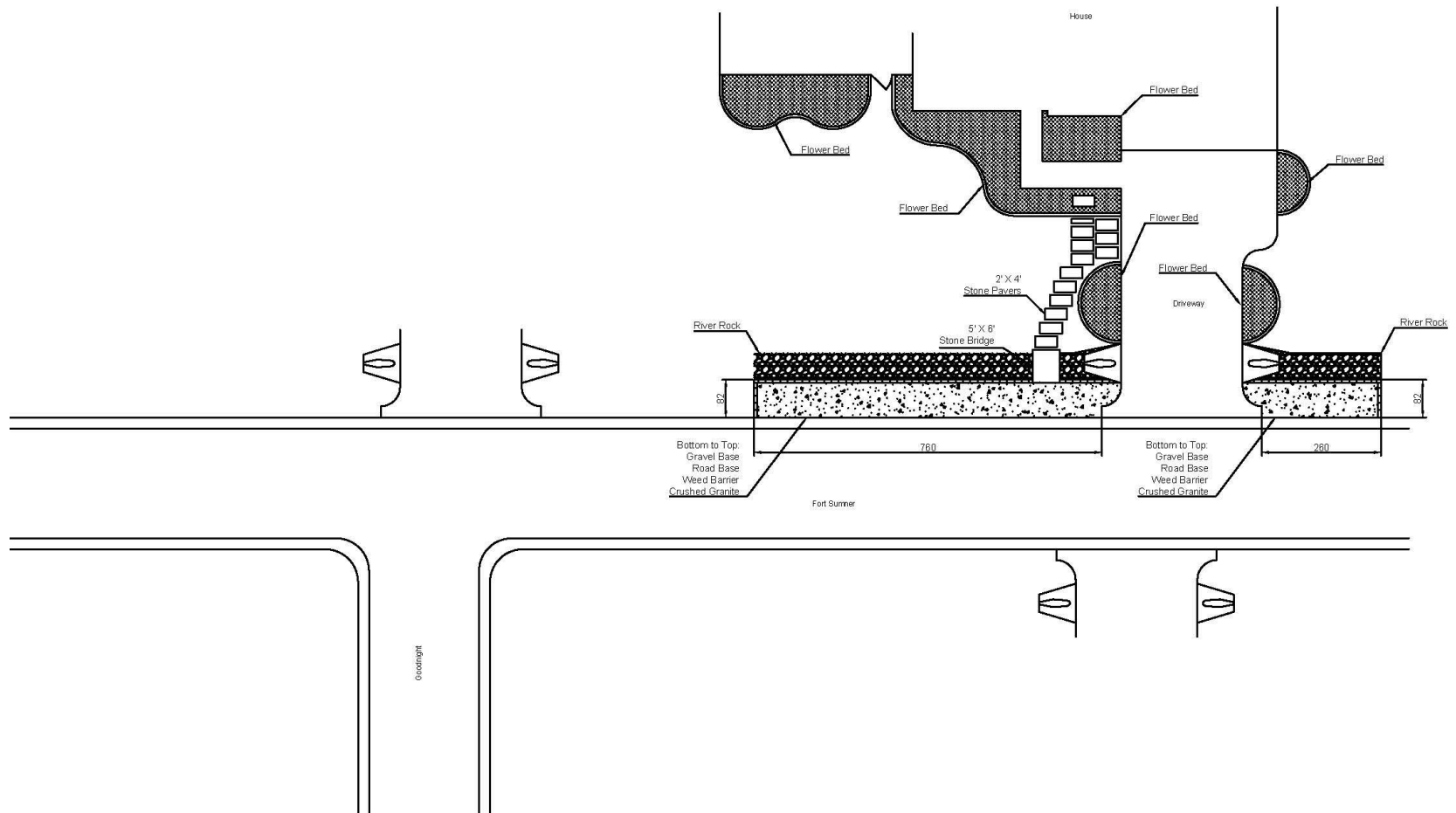
Additional, our house is closer to the street than other homes in the neighborhood. The result is that our current driveway is a lot shorter than our neighbors.

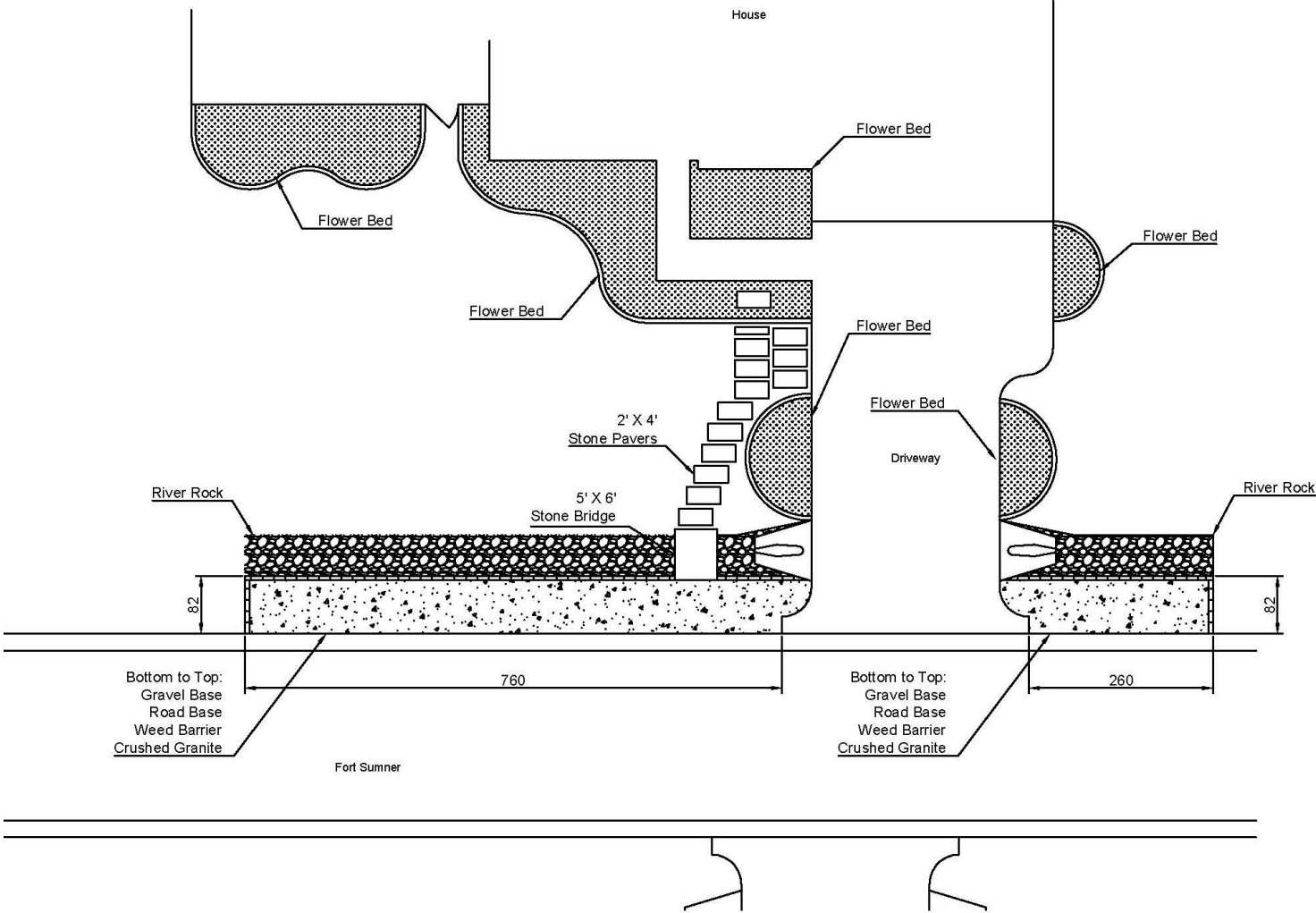
As you can see from the design diagram, we are adding flower beds in addition to the parking area. The reason is that the flower beds will have native plants for bees, butterflies and humming birds which require less water and reducing the grass footprint. Our purpose is to lower the water consumption while improving the appearance of the house.

We have included pictures of improvements that other neighbors have implemented and pictures of how traffic is impeded when cars are parked in the street. There is a picture when there is a car parked at our neighbor's home and an Amazon truck stopped for a delivery. As you can see, the traffic is blocked.

Hope all of this helps and let me know if you need any more information. Thanks for all of your help and taking the time to review this matter.

Improvement Request







FY 2025

Legal Department Year in Review

Item # 10.

Director/Department Head
Staff: Deputy City Attorney
Paralegal/Executive
Assistant

Laura Mueller
Aniz Alani
Kevin Campbell

Services & Service Levels (October 2024-September 2025):

Comprehensive Ordinance Rewrites:	(7) PIA Policy; Site Plan; City Logo; EMC Amendment; Landscaping and Tree Preservation; Solicitation Ordinance; Farmers Market Ordinance
Ordinance Updates (Other):	35 Ordinances
Resolutions:	32 Resolutions
Agreements:	Approximately 250 agreements
Policies:	15 updated policies including Personnel and Agenda Policies
Bidding Documents:	20 review/draft RFPs, RFQs, and RFBs

Projects:

Ordinance rewrites.
Update Contract handling and processes including draft forms, checklists, and trainings.
Open Government Trainings.
Legislative Session.
Personnel Manual and Agenda Policy Updates.

Budget:

Primarily salaries. We also set aside funds for non-utility legal assistance which has been minimal. We also set aside funds for municipal court prosecution. We have case law software and request required training costs for CLEs related to municipal law.

Future:

The City Attorney's Office plans on working on updating the Historic Preservation Ordinance and Zoning Ordinances while continuing to support staff on regular ordinance changes including those required by legislation. We are currently fully staffed, but will seek a staff member in the future whose primary focus is contract tracking and management in conjunction with the finance department.

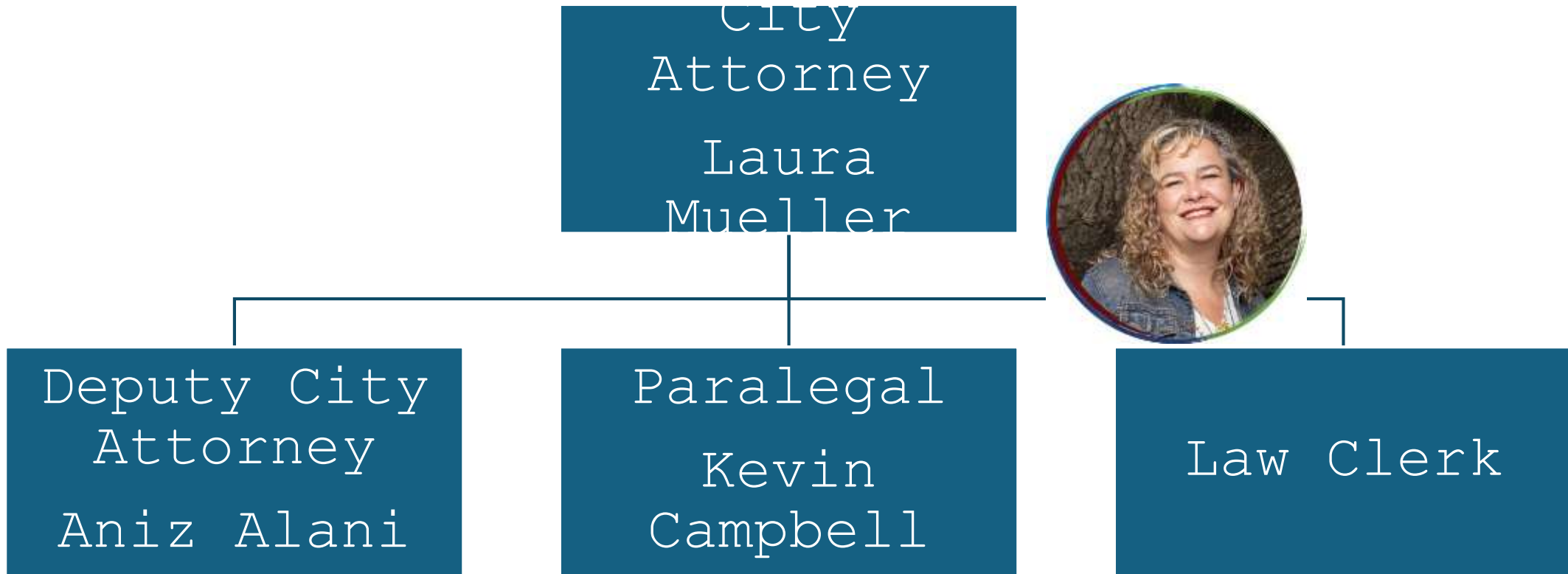


DRIPPING SPRINGS
Texas

Legal Department Year in Review

Laura Mueller, City Attorney

*Legal
Year in Review*



Services:

Item # 10.

- Comprehensive Ordinance Rewrites:
PIA Policy; Site Plan; City Logo; EMC Amendment; Tree Preservation; Solicitation Ordinance; Farmers Market Ordinance
- Ordinance Updates (Other): 35 Ordinances
- Resolutions: 32 Resolutions
- Agreements: Approximately 250 agreements
- Policies: 15 updated policies including Personnel and Agenda Policies
- Bidding Documents: 20 review/draft RFPs, RFQs, and RFBs

*Legal
Year in Review*



Projects:

Item # 10.

*Legal
Year in Review*

- Ordinance rewrites.
- Update Contract handling and processes including draft forms, checklists, and trainings.
- Open Government Trainings.
- Legislative Session.
- Personnel Manual and Agenda Policy Updates.



Budget:

- Salaries
- Continuing Legal Education and Training
- Legal Software



FY 2026 & Beyond:

- Historic Preservation Ordinance
- Zoning Ordinance
- Ordinance changes including those required by legislation
- Contract Manager (future)

**Department*
Year in Review*



QUESTIONS?



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

Submitted By: Chase Winburn, Human Resources Director

Council Meeting Date: 6 May, 2025

Agenda Item Wording: **Human Resources Department Report. Department Year in Review.**
Chase Winburn, Human Resources Director

Agenda Item Sponsor: Chase Winburn

Summary/Background: The City established the Human Resources Director position in November 2024. This report outlines the new roles and responsibilities Human Resources has acquired within the City. Additionally, it provides detailed employee demographics, employee data and updates on upcoming projects.

**Commission
Recommendations:**

**Recommended
Council Actions:** None

Attachments: Presentation & budget summary.

Next Steps/Schedule:



FY 2025

Human Resources Year in Review

Item # 11.

Director/Department Head: Chase Winburn

Staff: None

Services & Service Levels:

- Consults & Facilitates Personnel Policies & Employee Procedures
- Employee Performance & Evaluations
- Training and Development
- Benefits
- Employee Relations
- Hiring
- Employee Retention

FY 2025 Budget Highlights:

What did it cost to provide the services at the desired levels mentioned above.

None. No Budget. Utilizing free or already paid for services.

Future:

Goals are to establish an employee training program, improve employee retention and implement new employee reporting procedures and policies for submitting leave.



DRIPPING SPRINGS
Texas

Human Resources Department Year in Review

Chase Winburn
Human Resources Director

Human Resources

Department Overview:

- **Roles at the City**

- Personnel Policies & Procedures
- Employee Performance & Evaluations
- Training and Development
- Benefits
- Employee Relations
- Hiring
- Employee Retention

- **Objective(s)**

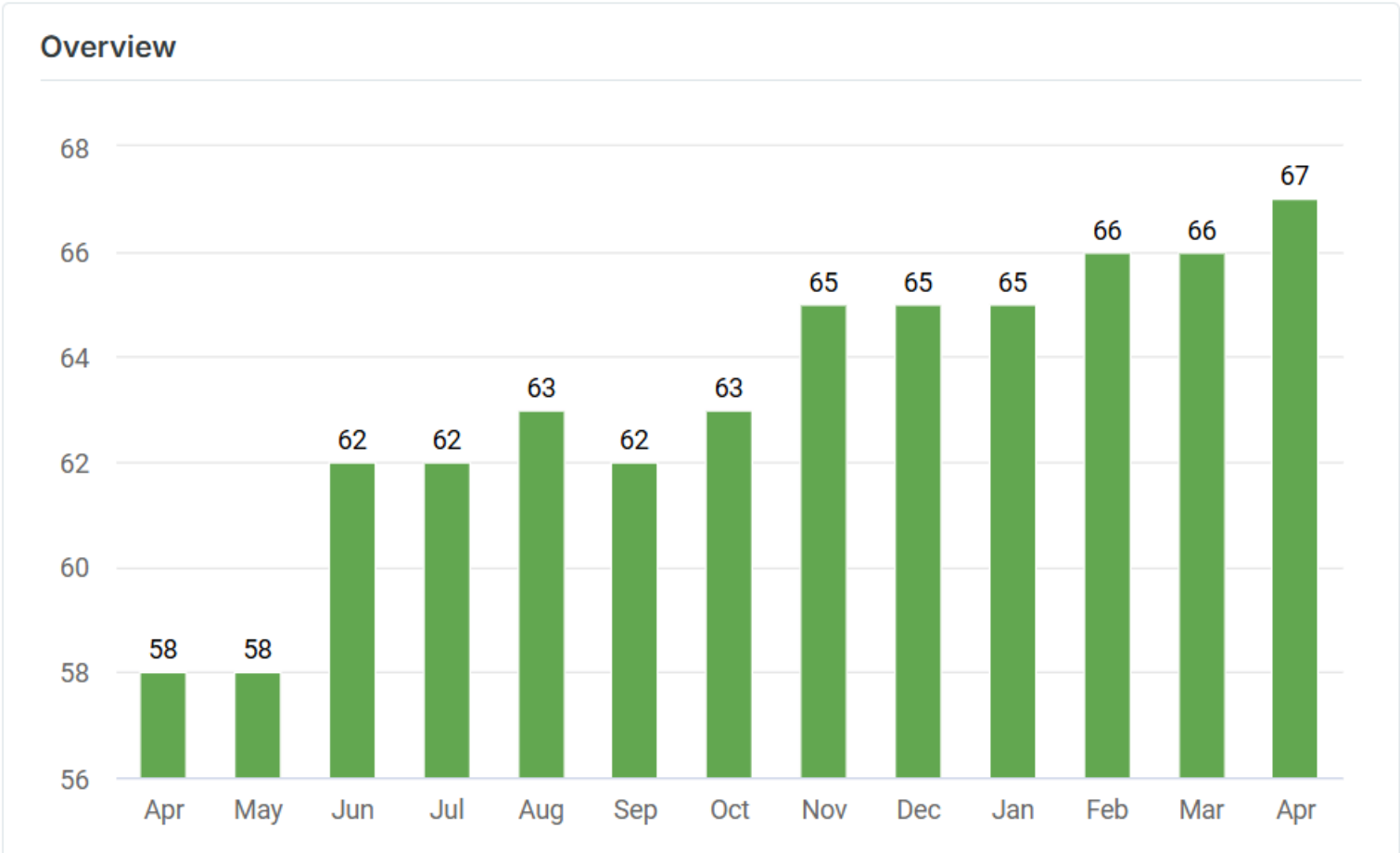
- Attract, develop and retain talented employees while fostering a positive and productive work environment.

Year in Review



Workforce Overview – Since 4/1/2024

Total Full Time Employee (FTE) Count: 67 (+15.52%)



Year in Review



Demographics

Gender: **43% Female & 57% Male**

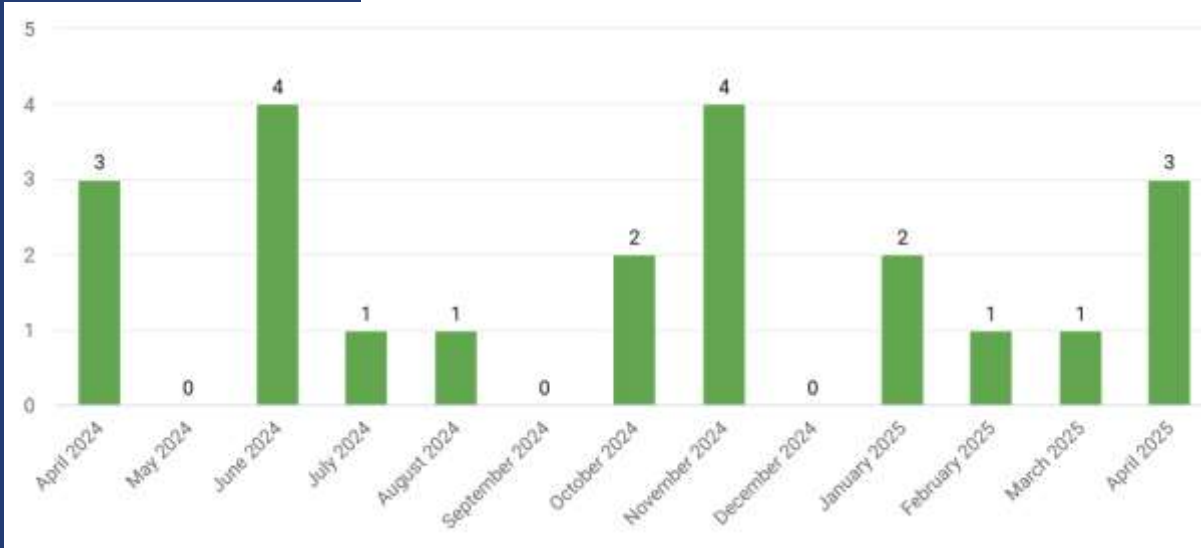
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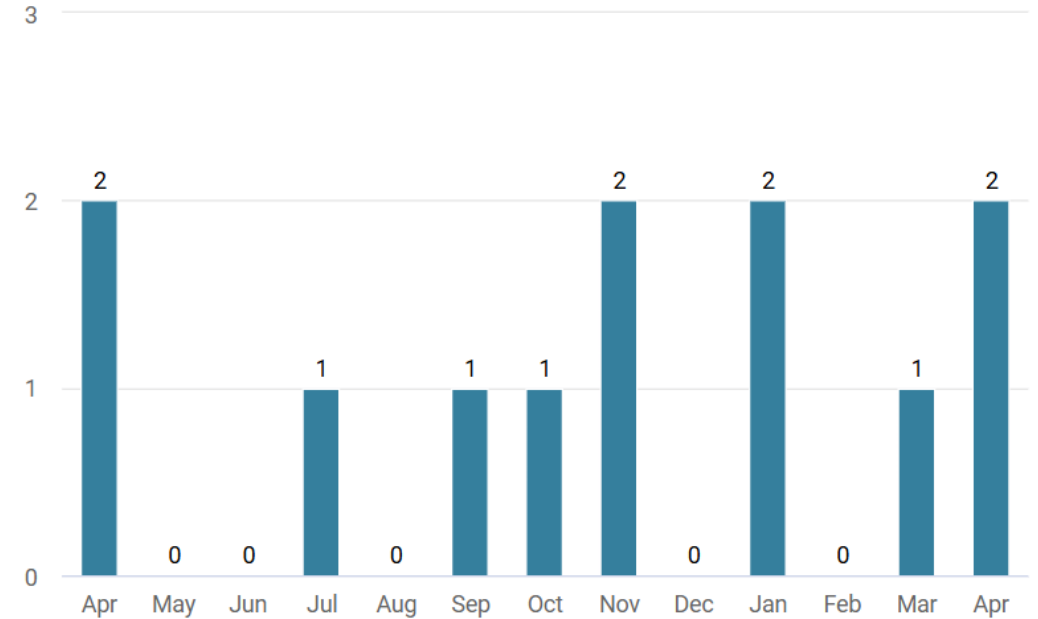
Year in Review

Workforce Overview – Since 4/1/2024

New Hires: 22



Exits: 12



Turnover Rate: **19.07 %**

Tenure of turnover: **Average 2.27 years**

Employees eligible to retire: **8**

Recruitment Metrics

Employees hired since 4/1/2024: **22**

Current Full Time Open Positions: **3**

Sources of hire:

- ☐ Indeed: **21%**
- ☐ Texas Municipal League Website: **5%**
- ☐ City Website: **44%**
- ☐ Employee Referrals: **30%**

Employee Incentive Referrals:

- ☐ **6** new hires have been referred by current employees.

Year in Review



Benefits

Primary Medical Benefits Offered:

Medical – UnitedHealthcare PPO

Dental – Guardian

Basic Life Accidental Death (Group Life) – Guardian

Vision – Guardian

Telemedicine – Lyric



Participation Rates:

Benefit	Eligible	Enrolled	Participation
Medical	68	61	89.70%
Dental	68	62	91.20%
Group Life	68	68	100.00%
Vision	68	50	73.50%
Telemedicine	68	68	100.00%

Future Projects

Implement a new time reporting process: Begin to use “Executime” for Incode, employee self service reporting software for leave.

- Goal is to help supervisors manage employee leave balances
- In addition to track training by creating employee training reports

Implement a formal employee training program: Establish training guidelines and procedures.

- Goal is to establish a performance standard
- In addition, promote employee retention

Implement a supplemental employee contribution retirement plan: Missionsquare

- Goal is to promote employee benefits for recruitment

Year in Review



Executive Summary

Employee Growth: Full time employee count increased by 15.52% to a total of 67 full time employees.

Employees hired since 4/1/2024: 22

Turnover Rate: 19.08%

Average Tenure of Terminations: 2.27 years

Strategic Focus Areas for FY26:

- ❑ Establish, then improve a formal employee training program
- ❑ Improve employee retention

Year in Review

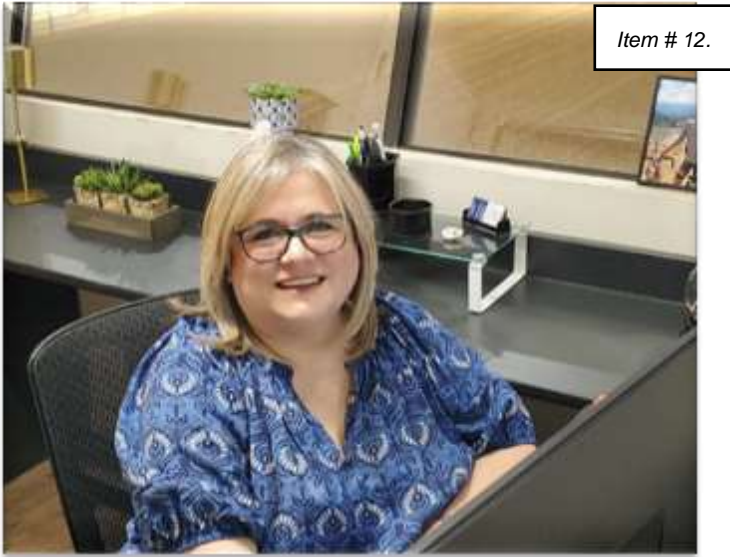
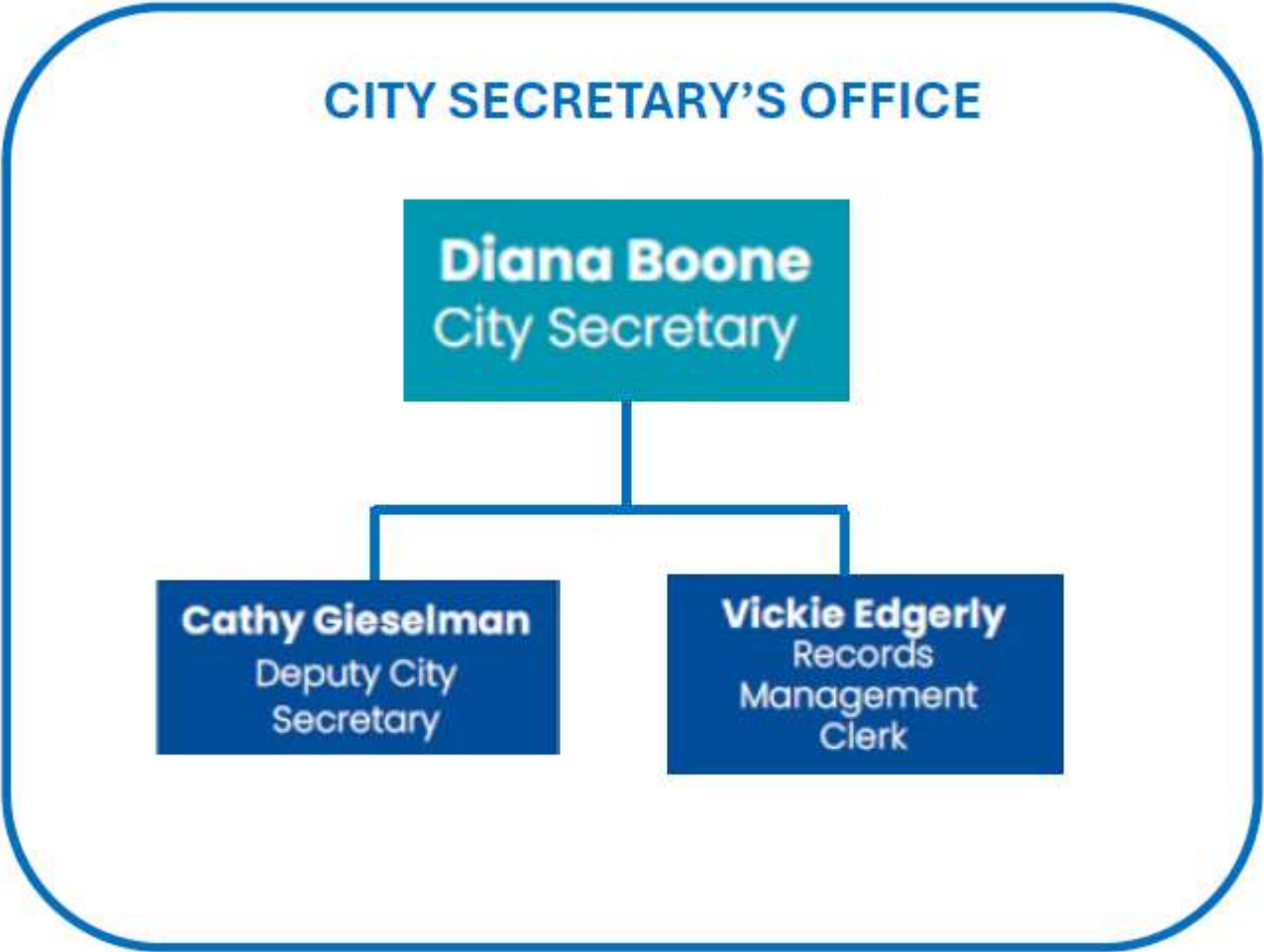


DRIPPING SPRINGS
Texas

City Secretary's Office Year in Review

Diana Boone, City Secretary

CSO
Year in Review



Diana Boone, City Secretary



Deputy City Secretary, Cathy Gieselman
Records Management Clerk, Vickie Edgerly

Services Provided by the City Secretary's Office:

Item # 12.

Local Government Records Act (LGRA)

- Records Management Officer
- Records Maintenance & Management
- Record Filing Systems
- Record Storage
- Records Retention Schedule
- Records Inventory
- File Naming Conventions
- Scanning Records
- Records Disposition

Public Information Act (PIA)

- Public Information Requests
- Requests for Rulings from the Office of the Attorney General
- Inspection of Records
- Customer Service
- Frequently Requested Records
- Public Archive

Open Meetings Act (OMA)

- Boards & Commissions Applications
- Meeting Calendars
- Record Meeting Minutes
- Agenda Postings
- Affidavit of Publications
- Ordinance Codification
- County Filing

Other Services and Responsibilities:

- Municipal Court Clerk
- Alcohol Permits
- Notary Services
- Elections Coordinator
- Contract Filing

RECORDS

Item # 12.

Software or Software as a Service:

Laserfiche®

Records Repository



Process Automation and
Workflows



Current Storage of Physical
Records

CSO
Year in Review

Public Information

Item # 12.



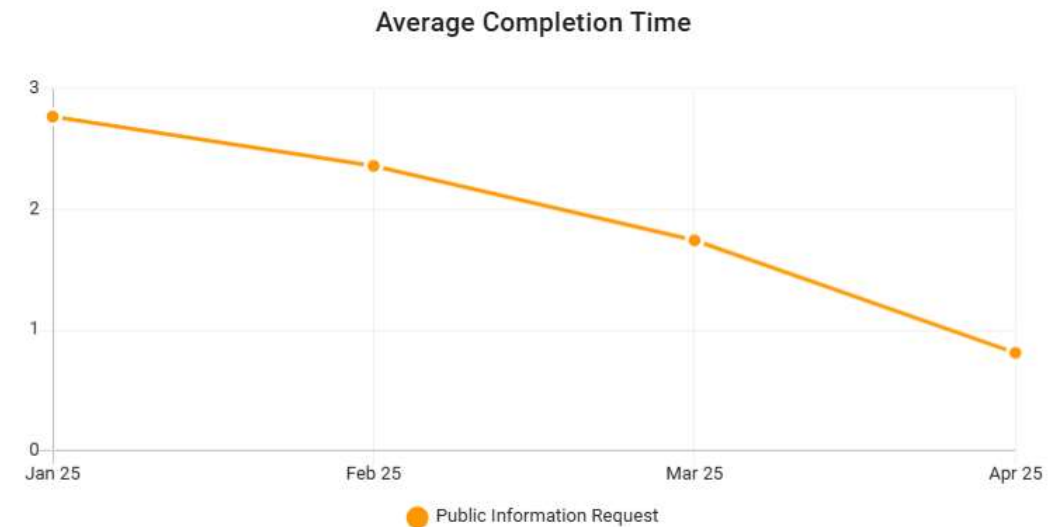
Software for Open Records Requests

CSO
Year in Review



176

Public Information Request



1.99

Public Information Request

Boards and Commissions



Agendas &
Minutes



Board Application
Software

Board	12 Boards &
City Council	
Dripping Springs Ranch Park (DSRP) Board of Directors	
Economic Development Committee	
Emergency Management Commission	
Farmers Market Committee	
Founders Day Commission	
Historic Preservation Commission	
Parks & Recreation Commission	
Planning & Zoning Commission	
Tax Increment Reinvestment Zone (TIRZ) No. 1 and No. 2 Board	
Transportation Committee	
Utility Commission	

CSO
Year in Review



Highlights of the Past Year

Item # 12.

CSO
Year in Review

- Received the 2025 Municipal Clerk's Office Achievement of Excellence Award.
- Hosted the local chapter meeting.
- MCCI created workflows and process automation for records repository.
- New Board application software.
- Hired part time Records Management Clerk.
- Process about 40 alcohol permits annually.
- Responded to 494 requests for public information in 2024 and 176 in 2025.
- Included information on our website for added transparency.
- Making the transition to becoming paper light.
- Two certified municipal clerks on team.
- Attended multiple trainings.
- Actively involved in State and local organizations.



2026 BUDGET CONSIDERATIONS

- Intern for scanning records.
- Desktop scanners for efficiency.
- Annual software fees.
- Training workshops.

CSO
Year in
Review





FY 2025

City Secretary's Office Year in Review

Director/Department Head
Staff: Deputy City Secretary
Records Management Clerk

Diana Boone
Cathy Gieselman
Vickie Edgerly



The City Secretary's Office is committed to creating positive changes as well as to streamline effectiveness and efficiency. Procedural updates have been placed to further support the significant growth in the city and the effectiveness of our team's daily operation. Each day brings new challenges that must be met with innovative ideas and a sincere desire to improve upon what may or may not be working well. Importance is given to implementing ideas that have a history of being effective.

Records:

The city implemented a plan to go paper-light and began the process of scanning all records. The city added a Records Management Clerk to the team to help expedite the digitization process as well as to assist with preparing for *LaserFische* implementation. Scanning records has been a primary role of the City Secretary's Office. The Records Management Clerk dedicates her time to ensuring records are digitized and naming conventions are streamlined to help expedite departmental searches for documents, the paper-light project has had substantial progression and there is a light at the end of the tunnel.

Public Information:

Our department prides itself on transparency. The city's website is a good example of how information is readily available to the public. The City Secretary's Office has recently added frequently requested permits to the website. The intent is to make it easy for the public to find information and to expedite the process for open records requests. Our department's average response time to public information requests has decreased by almost half over the past year. We understand that responding in a timely manner builds community trust and confidence in our organization.

Department News and Highlights

Our department recently received the 2025 Achievement of Excellence Award. The evaluation required that our department meet 12 standards which included Records Management, Government Transparency, Professional Development, Office Policies and Procedures, and Public Information, among other criteria.

Diana and Cathy are actively involved in organizations that foster continuous improvement through training and peer support. Diana is an active member of subcommittees at state and local organizations and Cathy was recently appointed Historian of our local Capital Chapter.

Budget Considerations

To add an intern to assist with scanning in order to meet the first phase of our goal which is digitizing records and be able to move to the next phase which is taking an inventory of all city records. We will be requesting desktop scanners for efficiency and to keep from monopolizing the community printer. Another important component is to continue adding more process automation to the existing records repository software to minimize human error, especially when it comes to retention schedules and maintaining consistent naming conventions.



DRIPPING SPRINGS Texas

April 9, 2025

The Honorable Jeff Leach
Chair, House Committee on Judiciary & Civil Jurisprudence
P.O. Box 2910
Austin, TX 78711

Dear Mr. Chairman:

The purpose of this letter is to inform you of the City of Dripping Springs' opposition to **House Bill 3647 (Oliverson)**. This bill would impose increased burdens on local governments and our taxpayers. This legislation negatively affects principles like fiscal responsibility and the fair application of justice by tilting the legal playing field in favor of frivolous lawsuits against publicly funded entities.

House Bill 3647 strips the state, cities, counties, and other government bodies of the ability to appeal flawed jurisdictional rulings in *ultra vires* and mandamus cases.

With respect to *ultra-vires* claims, the legislation is not necessary. An *ultra vires* case is a claim that is brought against a state official for nondiscretionary acts unauthorized by law. *Tex. DOT v. Sefzik*, 355 S.W.3d 618, 621 (Tex. 2011) (citing *Fed. Sign v. Tex. S. Univ.*, 951 S.W.2d 401, 404 (Tex. 1997)). "Such lawsuits **are not against the state**" *Id.* (emphasis added). See also *Van Boven v. Freshour*, 659 S.W.3d 396, 402 (Tex. 2022) ("An official who acts *ultra vires* is not acting for the state"); *Hall v. McRaven*, 508 S.W.3d 232, 238 (Tex. 2017) ("*ultra vires* acts—or those acts without authority—should not be considered acts of the state at all.") (citing *Cobb v. Harrington*, 144 Tex. 360, 190 S.W.2d 709, 712 (Tex. 1945)). "Because section 51.014 is a narrow exception to the general rule that only final judgments and orders are appealable, [this Court] strictly construe[s] what may be considered in an interlocutory appeal." *Scott v. Alphonso Crutch Life Support Ctr.*, 392 S.W.3d 132, 141 (Tex. App.—Austin 2009, pet. denied) (citing *City of Dallas v. First Trade Union Sav. Bank*, 133 S.W.3d 680, 686-87 (Tex. App.—Dallas 2003, pet. denied)). An *ultra vires* suit is not against the state. It is, therefore, not against a governmental unit and already does not qualify for an interlocutory appeal under Tex. Civ. Prac. & Rem. Code 51.014(a)(8).

With respect to mandamus claims, however, this legislation invites costly, time-consuming litigation that diverts resources away from essential services like public safety, infrastructure, and schools. A mandamus could issue when there is simply no jurisdiction for such a mandamus and by the time the jurisdictional issue is heard the activity that was the subject of the mandamus will have been long since done. Worse, it mandates one-sided attorneys' fees, effectively rewarding plaintiffs who file speculative claims while taxpayers are harmed in having to pay those fees.

Texas has long valued fairness in its legal system, ensuring that all parties—including government entities—can defend themselves against meritless suits. House Bill 3647 disrupts this balance, encouraging activist litigation designed to pressure local governments into settlements rather than

Open spaces, friendly faces.

upholding the law. This loophole will waste public funds and empower trial lawyers at the expense of local taxpayers.

We share the goal of transparent, responsive government, but House Bill 3647 achieves the opposite. It forces cities, and other government entities, into expensive discovery and trials before appellate review, creating inefficiency and inviting abuse.

For these reasons, the City of Dripping Springs opposes House Bill 3647.

Sincerely,

A handwritten signature in dark ink, appearing to read "Laura Mueller". The signature is fluid and cursive, with the first name "Laura" written in a larger, more prominent script than the last name "Mueller".

Laura Mueller

City Attorney

lmuellet@cityofdrippingsprings.com

(512) 858-4725



April 9, 2025

The Honorable Giovanni Capriglione
Chair, House Committee on Delivery of Government Efficiency
P.O. Box 2910
Austin, TX 78711

Dear Mr. Chairman:

The purpose of this letter is to inform you of the City of Dripping Springs' concerns regarding your bill **House Bill 111 (Capriglione)**. The committee substitute solves many of our concerns and is something we can support, where attorney-client information is protected, but there is oversight by the Attorney General. However, we have concerns about opening written legal advice to the public. As city attorney, my primary role is counseling city council and city staff on how to interact legally with our residents, businesses, and developers to avoid litigation. Protecting these communications while we are working towards understanding legal requirements is as essential as protecting information during active litigation.

If an employee or official knows that asking a legal question in writing could expose the entity to liability, they are unlikely to use legal counsel. As time passes, staff and legal counsel would not be able to find historical records on major legal matters and would have to start over with each issue. Finally, open records requests could be done in bulk to search for reasons to litigate against governmental entities. Even an active litigation exception would not protect the entity from a fishing expedition if the records are requested prior to knowing a lawsuit was being prepared.

In the City of Dripping Springs, and most government entities, once documents such as contracts or ordinances are approved, they are open to the public. We often upload the draft documents to City Council Agenda Packets for review so the public has access at the same time as City Council. The packets also include staff memos that give understanding of the documents to the public. However, sometimes there is written legal advice that needs to be provided prior to an item being discussed and approved. This advice ensures the city makes legally permissible decisions, avoiding litigation.

The City of Dripping Springs shares the goal of transparent, responsive government, but if House Bill 111 opens attorney-client privilege communications to the public, it will cause a lack of open communication between the City and its legal counsel which will result in costly litigation.

For these reasons, the City of Dripping Springs has concerns about House Bill 111 and hopes it continues to protect the City's ability to keep its attorney client privilege written communications confidential.

Sincerely,

Laura Mueller

City Attorney

lmuel@cityofdrippingsprings.com

(512) 858-4725

Open spaces, friendly faces.

By: Isaac

H.C.R. No. 58

CONCURRENT RESOLUTION

1 WHEREAS, Each year, more than 3,000 weddings take place in
2 Dripping Springs; and

3 WHEREAS, The natural beauty of the Texas Hill Country
4 provides an ideal setting for joyous celebrations of matrimony, and
5 the Dripping Springs area is home to over 30 event venues of all
6 styles and sizes, among them wineries, ranches, and picturesque
7 sites along waterways such as Onion Creek; and

8 WHEREAS, Due to the popularity of Dripping Springs as a
9 destination for nuptials, the hospitality industry has become well
10 established; the city's business community includes a wide range of
11 overnight accommodations for guests, as well as florists, caterers,
12 bakeries, and other companies offering wedding services; and

13 WHEREAS, Countless couples have selected Dripping Springs as
14 the perfect spot to exchange the vows of matrimony and embark on a
15 new life journey together in the presence of family and friends, and
16 local residents take pride in the role their community plays in
17 supporting the institution of marriage; now, therefore, be it

18 RESOLVED, That the 89th Legislature of the State of Texas
19 hereby redesignate Dripping Springs as the official Wedding Capital
20 of Texas; and, be it further

21 RESOLVED, That in accordance with the provisions of
22 Section 391.003(e), Government Code, this designation remain in
23 effect until the 10th anniversary of the date this resolution is
24 finally passed by the legislature.



April 8, 2025

The Honorable Will Metcalf
House Committee on Culture, Recreation & Tourism
P.O. Box 2910
Austin, TX 78768-2910

Dear Mr. Chairman

The purpose of this letter is to inform you of the City of Dripping Springs' support of **House Concurrent Resolution 58** by **Isaac**.

The resolution would extend the City's designation as the Wedding Capital of Texas. The City has had this designation for the last ten years, and in this time, millions of visitors have come to Dripping Springs for weddings. Based upon our most recent Datafy report, an estimated two million visitors have attended events at our Wedding Venues from January 2023 to March 2025. Dripping Springs has 40 wedding venues and 80+ Wedding Capital of Texas® partner businesses including retailers, lodging establishments, florists, bakeries, wineries, caterers, and wedding planners.

The economic vitality of the City and our local businesses relies on the wedding industry. Maintaining our Wedding Capital of Texas designation will further the economic growth of the City, its tourism industry, and our many businesses that depend on tourism.

For these reasons, the City of Dripping Springs strongly supports House Concurrent Resolution 58.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pam King', is written over a faint circular background.

Pam King
Tourism Manager
(512) 858-4725
pking@cityofdrippingsprings.com

Councilmember Geoffrey Tahuahua
gtahuahua@cityofdrippingsprings.com

Laura Mueller, City Attorney
lmuellet@cityofdrippingsprings.com

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2025 -R03

LEGISLATIVE PRIORITIES FOR 2025

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, ESTABLISHING PRIORITIES FOR THE 89TH LEGISLATIVE SESSION IN TEXAS, AND AUTHORIZING REPRESENTATION OF THE MUNICIPALITY IN ADVOCATING CERTAIN POSITIONS.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") finds it to be in the public interest, and necessary for the public health, safety and welfare, that the city take positions on certain issues that may or have come before the 89th Texas Legislature in the Spring of 2025; and

WHEREAS, the City Council finds legislative involvement to be a legitimate exercise of its elected duties as the governing body serving those who live, work, visit, and own property in the city limits and the extraterritorial jurisdiction; and

WHEREAS, the City Council understands that members of the Texas Senate and the Texas House of Representatives benefit from learning of the analysis performed and positions taken by locally-elected public officials; and

WHEREAS, the City Council has identified the following items as being worthy of voicing a position on behalf of the people of Dripping Springs; and

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

A. Support-

- 1. Wedding Capital of Texas:** The City Council hereby supports legislation that would re-designate the City as the "Wedding Capital of Texas". (The designation was made through House Concurrent Resolution No. 43 in the 84th Legislature, Regular Session in 2015.).
- 2. Local Control:** The City Council hereby supports legislation that upholds the principle of local government and reinforces the lawful statutory authority of the elected leaders of Dripping Springs to respect the priorities of their citizenry and respond to local challenges and opportunities.
- 3. Funding:** The City Council supports legislation that assists the City with additional tools for funding for transportation, parks, and other essential services.
- 4. Infrastructure:** The City Council supports legislation that assists the City with the acquisition of property, permitting, and construction of infrastructure to serve development within the city limits and extraterritorial jurisdiction of the City.
- 5. Land Use:** The City Council supports legislation that would make beneficial

amendments to allow greater authority for regulation of exterior design and building materials, and to allow greater flexibility and predictability in processing plat and site plan applications, and to assist the City adequately prepare for its future planning needs.

6. **Water:** The City Council supports legislation that would provide the City with additional authority to collaborate with water providers to ensure that future development has adequate access to water prior to being approved for entitlements.
7. **Lighting:** The City Council hereby supports legislation that would expand the City's authority to regulate lighting and Dark Sky requirements.
8. **Property Tax:** The City Council supports legislation that would increase transparency in the ad valorem (property) tax and budget adoption by coordinating state, county, and city timelines for review, notice, and approval of ad valorem tax. City Council supports legislation that would increase the accuracy of appraisals of all types of property.
9. **Sales Tax:** The City Council hereby supports legislation that would make beneficial amendments to district or other taxing district sales tax and areas to authorize cities to replace some or all sales taxes in an area with city sales taxes, provided a district or other taxing jurisdiction's existing sales tax debt is proportionately and reasonably provided for in some manner.
10. **Signs:** The City Council hereby supports legislation that would affirm State and City authority over off-premise and other commercial signs in the city limits and the extraterritorial jurisdiction. The City Council supports legislation that supports Scenic Highways in the Hill Country.
11. **Transportation:** The City Council supports legislation that would provide direction and funding for future projects within the City Limits and Extraterritorial Jurisdiction of the City of Dripping Springs. The City Council also supports any effort that increases communications with the Texas Department of Transportation and other regional partners related to projects within the City Limits and Extraterritorial Jurisdiction of the City of Dripping Springs.
12. **Extraterritorial Jurisdiction:** The City Council supports legislation that would protect the extraterritorial jurisdiction and the city's authority to regulate development as it relates to water availability, wastewater availability, impervious cover, drainage, and other beneficial infrastructure.
13. **Planning and Zoning Commission:** The City Council supports legislation that would make beneficial amendments to clarify and simplify both the zoning and subdivision process for the City and applicants while still allowing for regulation of health and safety issues.
14. **Elections:** The City Council supports legislation that would make beneficial amendments to simplify the election and related processes for the city secretary's office.

B. Opposition –

1. **Local Control:** The City Council hereby opposes legislation that erodes local control or weakens the ability of locally-elected leaders to respond to challenges or opportunities unique to the Dripping Springs community or Texas Hill Country region.
2. **Appraisal & Revenue Caps:** The City Council hereby opposes legislation that expands appraisal caps or imposes revenue caps on *ad valorem* (property) taxes.
3. **Elections:** The City Council opposes legislation that would limit municipal elections.
4. **ETJ:** The City Council hereby opposes legislation that lessens municipal authority to

regulate in the extraterritorial jurisdiction (ETJ) or removes or abolishes the area of the City's ETJ.

5. **Impervious Cover:** The City Council hereby opposes legislation that limits the authority of municipalities to provide for water quality protection and pollution prevention by regulating impervious cover, lot sizes, drainage infrastructure, and other aspects of development that impact stormwater controls and watersheds.
6. **Infrastructure:** The City Council opposes legislation that would erode municipal authority related to the provision of utility, parks, street, or other infrastructure.
7. **Land Use:** The City Council hereby opposes legislation that lessens municipal authority to reasonably regulate land use including preemption of land use authority by other governmental entities. The City Council opposes legislation that limits the authority or the amount of time the City has to adequately review site plans and plats. The City Council opposes legislation that lessens the City's authority to engage in voluntary annexation.
8. **Lighting:** The City Council hereby opposes legislation that lessens municipal authority to regulate lighting, including Dark Sky requirements, or preempts municipal lighting regulations.
9. **Municipal Courts:** The City Council hereby opposes legislation that curtails the authority of a municipal court to enforce its judgments.
10. **Signs:** The City Council hereby opposes legislation that lessens municipal authority to regulate signs or preempts municipal sign regulations.
11. **Trees:** The City Council hereby opposes legislation that restricts the ability of municipalities to preserve their scenic landscapes and protect trees.
12. **Vesting:** The City Council hereby opposes legislation that amends Texas Local Government Code Chapter 245 to restrict the application of current municipal regulations, thus expanding entitlements under which stagnant or dormant land development projects can build or operate under old or outdated regulations.

C. Administration-

1. **Legislators:** The City Council directs City staff to provide a copy of this Resolution to the State Senator for District 25, and the State Representatives for District 45 and District 73.
2. **Texas Municipal League:** The City Council directs City staff to provide a copy of this Resolution to the Texas Municipal League.
3. **Hays County:** The City Council directs City staff to provide a copy of this Resolution to the Hays County Commissioners Court.
4. **Advocacy:** City officials are hereby authorized to advocate and otherwise convey positions expressed herein in accordance with the city's Legislative Policy.
5. **Open Meetings:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the 7th day of January 2025, by a vote of 3 (ayes) to 0 (nays) to 1 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: Bill Foulds, Jr.
Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone
Diana Boone, City Secretary



Site Development Projects				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant.	HOLD
SD2021-001 Blue Ridge Business Park	CL	26228 RR 12	Extension of previously approved site plan.	Waiting on Resubmittal
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed.	Approved w/ Conditions
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality.	Approved w/ Conditions
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities.	Waiting on Resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements.	Waiting on Resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements.	Waiting on Resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of exisiting historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond.	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on Resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures.	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ.	Approved w/ Conditions
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code.	Approved w/ Conditions
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting on Resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvments.	Waiting on Resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on Resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting on Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings.	Waiting on Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking.	Approved w/ Conditions
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site.	Waiting on Resubmittal
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales.	Waiting on Resubmittal
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional warehouse buildings with associated site improvements	Waiting on Resubmittal
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential units with parkland and roadway connections.	Waiting on Resubmittal
SD2024-008 AutoZone 5807 Dripping Springs	CL	US Hwy 290	Retail parts store.	Waiting on Resubmittal
SD2024-010 Austin Ridge Bible Church	ETJ	3100 E Hwy 290	Church campus, with worship center, driveways, parking, detention, and park area.	Under Review
SD2024-011 Patriot Erectors CZP	ETJ	3023 West Hwy 290	Detention pond.	Waiting on Resubmittal
SD2024-012 5285 Bell Springs Rd	ETJ	5285 Bell Springs Rd	Private religious educational facility and associated improvements.	Waiting on Resubmittal
SD2024-013 Cowboy Church of the Hill Country	ETJ	207 Darden Hill Road	Construction of a church building and accompanying site improvements.	Waiting on Resubmittal
SD2024-014 Pear Tree Commercial	ETJ	27322 RR 12	Existing commercial space. Pave the parking area and provide water quality treatment of that area.	Waiting on Resubmittal
SD2024-018 Short Mama's	CL	101 College Street	Existing project addition to include dining area, parking, lawn area, stage, and streetscaping.	Waiting on Resubmittal
SD2024-019 VB Dripping Springs	CL	27320 RR 12	100' wireless telecommunication tower.	Approved w/ Conditions
SD2024-020 Lost Lizard	ETJ	10730 FM 967	Four residential accessory structures and gravel	Waiting on Resubmittal
SD2024-021 Genesis City - Glamping Hotel	ETJ	113 Concorde Circle	One main building with 9 cabins, and parking.	Waiting on Resubmittal
SD2024-022 Stephenson Building Addition and Parking Improvements	CL	101 Old Fitzhugh Rd	Phase 1:Stephenson building addition. Phase 2: parking lot improvements.	Approved w/ Conditions
SD2025-001 Lazare Properties	CL	28485 RR 12	Post office, deli express bar/waiting area, and retail space.	Under Review
SD2025-002 Ewald Kubota	ETJ	3981 E US 290	Kubota sales and service center with customer and display parking.	Waiting on Resubmittal
SD2025-003 The Ranch at Caliterra Amenity Center	ETJ	Whiskey Barrel Dr.	Office, bathrooms, remodel pavillion out of an existing barn, pool, pickleball courts, and parking.	Under Review
SD2025-004 Howard Ranch Commercial WW Line	CL	RR 12 and FM 150	Construct Wastewater Service Extension to Howard Ranch Commercial.	Under Review

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2025-005 Big Sky Ranch Drip Field Addition	CL	Sue Peaks, Lost mine Peak, Apache Mt., Davis Mt.	Installation of additional subsurface drip disposal systems.	Under Review

Subdivision Projects				
Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approved w/ Conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved w/ Conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting on Resubmittal
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting on Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Approved w/ Conditions
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Approved w/ Conditions
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Approved w/ Conditions
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approved w/ Conditions
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting on Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting on Resubmittal
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting on Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Approved w/ Conditions
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting on Resubmittal
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Approved w/ Conditions
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approved w/ Conditions
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining three lots into one.	Approved w/ Conditions
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting on Resubmittal
SUB2024-008 Skylight Hills Final Plat	ETJ	13001 and 13111 High Sierra	Subdivide into 5 lots.	Approved w/ Conditions
SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat	CL/ETJ	230 Post Oak Drive	Combine two existing lots into one.	Approved w/ Conditions
SUB2024-015 Gateway Village Phase 1	CL	US 290	Final plat for 144 single family subdivision.	Waiting on Resubmittal
SUB2024-017 Wild Ridge Phase 2 Final Plat	CL	Shadow Ridge Parkway	152 single family residential lots.	Approved w/ Conditions
SUB2024-019 Driftwood Subdivision, Phase 5, Preliminary Plat	ETJ	Thurman Roberts Way	13 lots. 10 residential, 2 open space, and 1 private.	Waiting on Resubmittal
SUB2024-021 Village Grove Phase 2A Subdivision	CL	Village Grove Parkway	Infrastructure for 64 single family residential lots on 18.206 acres	Waiting on Resubmittal
SUB2024-024 Heritage Phase 4 Subdivision	CL	Sportsplex Drive	115 single family lots on 31.80 acres	Waiting on Resubmittal
SUB2024-025 Village Grove Phase 3 Subdivision	CL	Village Grove Parkway	115 single family lots on 30.04 acres	Waiting on Resubmittal
SUB2024-028 Off Site Waterline Plans for Luna Roya Subdivision	ETJ	Silver Creek Rd	Waterline infrastructure construction plans.	Waiting on Resubmittal
SUB2024-030 Heritage Phase 3 Final Plat	CL	Sportsplex Drive	164 lot subdivision plat	Waiting on Resubmittal
SUB2024-033 Village Grove Phase 1 Final Plat	CL	Village Grove Parkway	Plat of 1 roadway, 2 water quality ponds, and 1 drainage easement.	Waiting on Resubmittal
SUB2024-034 Village Grove Phase 2A Final Plat	CL	Village Grove Parkway	Final plat for 165 single family lots.	Waiting on Resubmittal
SUB2024-036 Mitchel Property Preliminary Plat	ETJ	Silver Creek Rd	33 residential lots.	Waiting on Resubmittal
SUB2024-037 Driftwood Golf Club Development Effluent and WW Forcemains	ETJ	Thielepape Cove	12,185 linear feet of 12", 6", or 2" forcemain	Approved
SUB2025-001 Village Grove Phase 2B Final Plat	CL	Village Grove Parkway	262 single family residential lots.	Waiting on Resubmittal
SUB2025-002 Lunaroya PH 3 Preliminary Plat	ETJ	13755 Silver Creek Dr	9 single family residential lots.	Waiting on Resubmittal
SUB2025-003 The Replat of Downstream Subdivision Lot 6	ETJ	10730 FM 967	Replat existing residential lot into 3 lots.	Waiting on Resubmittal
SUB2025-004 Replat of Lot 1 Howard Ranch Commercial	CL	SE Corner RR 12 and FM 150	Create two lots to allow for the FM 150 ROW.	Waiting on Resubmittal
SUB2025-005 Ewald Kubota Minor Plat	ETJ	3981 E US 290	3.9 acre plat	Waiting on Resubmittal
SUB2025-006 Cannon Ranch Phase 3 and 4 Construction Plans	CL	Rushmore Drive at Lone Peak Way	Public roadways, utilities, and storm drainage infrastructure for 156 residential and 3 open space	Under Review
SUB2025-007 Double L Ranch Reclaimed Water Production Facility and Pump and Haul	ETJ	Northwest of RR 12 and Event Center Dr	Reclaimed water facility	Under Review
SUB2025-008 Cannon Ranch Phases 3 & 4 Subdivision Final Plat	CL	Rushmore Drive	3 open space lots and 156 40', 45', or 60' residential lots.	Under Review
SUB2025-009 Wild Ridge Subdivision Wastewater Treatment Plant Final Plat	CL	Goose Island Dr and Lost Maples Dr	0.8873 acre lot	Under Review

In Administrative Completeness	Filing Date
ADMIN2025-011 AAA Storserv Dripping Springs LLC Phase 2	7-May
SD2024-021 Genesius City - Glamping hotel	7-May
ADMIN2025-012 Wild Ridge Wastewater Treatment Plant	7-May
SD2024-018 Short Mama's Bistro	7-May
ADMIN2025-013 Double L Pod A1, A2, A3 Arterial Preliminary Plat	14-May
ADMIN2025-014 Double L Pod A3 Preliminary Plat	14-May

<i>Ongoing Projects</i>	
Comprehensive Plan	Comprehensive plan subcommittee April
Cannon Mixed-Use	Awaiting Resubmittal
PDD2023-0001 Madelynn Estates	Dormant
PDD2023-0002 Southern Land	May DAWG Meeting
PDD2023-0003 ATX RR12 Apartments	Awaiting Resubmittal