



City Council Regular Meeting

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

Tuesday, November 19, 2024, 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
IT Director Jason Weinstock
Planning Director Tory Carpenter
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.

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 November 5, 2024 City Council & Board of Adjustment meeting minutes.**
- 2. Approval of the October 29, 2024 City Council, Planning & Zoning Commission, Parks & Recreation Commission, and Historic Preservation Commission Joint Special Meeting Minutes: Comprehensive Plan.**
- 3. Approval of a recommendation from the Founders Day Commission to appoint Jordan Searle to the Commission as an At-Large member for a term ending June 30, 2026.**
- 4. Approval of a 3 year contract renewal with Daikin Applied to service the HVAC at Dripping Springs Ranch Park. *Sponsor: Council Member Sherrie Parks***
- 5. Approval of Assignment of Ice Rink Rental and Services Agreement related to Western Wonderland from IRE Crown Rinks LLC to IRA Rinks South, LLC. *Sponsor: Mayor Bill Foulds, Jr.***
- 6. Approval of a Resolution Designating the Building Official as the Sign Administrator. *Sponsor: Council Member Sherrie Parks***
- 7. Approval of the November 2024 Treasurer's Report.**

BUSINESS AGENDA

- 8. Public hearing and consideration of ZA2024-005: An application for a zoning map amendment from Single Family Residential - Low Density (SF-1) & Commercial Services (CS) to General Retail (GR) for the 1.79 acres located at 215 Old Fitzhugh Road. *Applicant: Carole Crumley***
 - a. Applicant Presentation
 - b. Staff Report
 - c. Planning & Zoning Commission Report
 - d. Public Hearing
 - e. Ordinance
- 9. Public hearing and consideration of CUP2024-006: A Conditional Use Permit to allow a mobile food vendor at 301 W US 290. *Applicant: Tye Casas, Thai To-Go LLC***
 - a. Applicant Presentation
 - b. Staff Report
 - c. Planning & Zoning Commission Report
 - d. Public Hearing
 - e. Ordinance

- 10. Discuss and consider approval of an Ordinance amending the Sign Code to provide additional signage for new businesses. Sponsor: Council Member Sherrie Parks**
 - a. Staff Report
 - b. Public Hearing
 - c. Ordinance

- 11. Discuss and consider possible direction to staff regarding Architexas's Task Order #3 Permitting, Bidding, and Construction Administration, and funding for the Stephenson Building Rehabilitation and Improvement Project. Sponsor: Mayor Pro Tem Taline Manassian.**

- 12. Discuss and consider staff direction related to financing options for capital projects including TIRZ projects. Sponsor: Mayor Pro Tem Taline Manassian**

- 13. Presentation by Halff Associates, Inc. on the Parks, Recreation, and Open Space Master Plan and stakeholder listening session with City Council.**

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.

- 14. Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions. Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072**

- 15. 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, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. Consultation with Attorney, 551.071**

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

December 3, 2024 @ 6:00 p.m.

December 17, 2024 @ 6:00 p.m.

Board, Commission & Committee Meetings

Parks & Recreation Commission, November 20, 2024, at 6:00 p.m.

Farmers Market Committee, November 21, 2024, at 10:00 a.m.

Emergency Management Committee, November 21, 2024, at 12:00 p.m.

Utility Commission, November 21, 2024, at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **November 15, 2024 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.



City Council & Board of Adjustment Regular Meeting

Dripping Springs ISD Center for Learning and Leadership

Board Room, 300 Sportsplex Drive – Dripping Springs, Texas

Tuesday, November 05, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of council members present, Mayor Foulds called the meeting to order at 6:01 p.m.

City Council Members Present:

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

City Council Members Absent:

- Council Member Place 3 Geoffrey Tahuahua

Staff, Consultants, & Appointed/Elected Officials

- City Administrator Michelle Fischer
- Deputy City Administrator Ginger Faught
- Deputy City Administrator Shawn Cox
- City Attorney Laura Mueller
- City Engineer Chad Gilpin
- Building Official Shane Pevehouse
- Community Events Coordinator Johnna Krantz
- Deputy City Attorney Aniz Alani
- City Secretary Diana Boone
- IT Director Jason Weinstock
- Planning Director Tory Carpenter
- Parks & Community Services Assistant Director Emily Nelson
- Parks & Community Services Director Andy Binz
- People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Parks.

BOARD OF ADJUSTMENT

BOARD OF ADJUSTMENT ROLL CALL:

Board Members Present:

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

Board Members Absent:

Geoffrey Tahuahua

BOARD OF ADJUSTMENT AGENDA

1. Public hearing, discussion, and consideration of approval of VAR2024-007: a variance request to allow two buildings within the front setback at 235 Sports Park Road. Applicant: Guadalupe Barragan

a. Applicant Presentation

Applicant was not present.

b. Staff Report

Planning Director Tory Carpenter presented the Staff Report and recommended denying the variance request.

c. Planning and Zoning Commission Report

Planning & Zoning Commission Chair Mim James presented the PZC report and recommended denying the request.

d. Public Hearing

No one spoke during the Public Hearing.

e. Variance

A motion was made by Council Member Crow and seconded by Council Member King, to deny variance request and follow Planning & Zoning Commission recommendation to move buildings within 6 months. The motion to deny carried unanimously 5 to 0.

2. Public hearing, discussion, and consideration of approval of VAR2023-008: a variance request to allow a building within the rear setback at 1310 W US 290. Applicant: Dominic Shaw, Hill Country Senior Citizens Activity Center

a. Applicant Presentation

Applicant Dominic Shaw requested a variance to allow a new structure within the

setback.

b. Staff Report

Planning Director Tory Carpenter presented the Staff Report and recommended denying the variance request.

c. Planning and Zoning Commission Report

Planning & Zoning Commission Chair Mim James presented the PZC report and recommended approval.

d. Public Hearing

No one spoke during the Public Hearing.

e. Variance

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

CITY COUNCIL

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.

Ashley Kontnier with News-Dispatch spoke concerning the selection of the official newspaper of record.

PROCLAMATIONS & PRESENTATIONS

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

- 3. Proclamation of the City of Dripping Springs Declaring November 4 - 8, 2024, as Municipal Courts Week. Sponsor: Mayor Bill Foulds, Jr**

The Proclamation was read by Mayor Pro Tem Manassian and presented to Court Administrator Michelle Fischer, Court Clerk Diana Boone, City Attorney Laura Mueller, and Court Baliff Zach Miller

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 October 15, 2024 City Council meeting minutes.**
5. **Approval of the 2025 City Council & Board of Adjustment meeting calendar.**
6. **Approval of a Resolution of the City of Dripping Springs, Texas finding that the Founders Day Parade scheduled to be held on Friday, April 25, 2025, in and near the City, services a valid and legitimate purpose and approving a Traffic Control, Safety and Security Plan and Parade Route.** *Sponsor: Councilmember Sherrie Parks*
7. **Approval of an Ordinance of the City of Dripping Springs Authorizing Restricted Prior Service Credit for Employees Who Are Members of the Texas Municipal Retirement System.** *Sponsor: Mayor Bill Foulds, Jr.*
8. **Approval of Corrected Ordinance No. 2022-39 an Ordinance of the City Council of the City of Dripping Springs, Texas, Designating a Geographic Area within the City as an Expansion of a Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number One, Town Center TIRZ.** *Sponsor: Mayor Pro Tem Taline Manassian*
9. **Approval of Corrected Ordinance No. 2022-40 an Ordinance of the City Council of the City of Dripping Springs, Texas, Amending the Final Project Plan for TIRZ Number Two, Southwest TIRZ.** *Sponsor: Mayor Pro Tem Taline Manassian*
10. **Approval of corrected Interlocal Agreement related to the Tax Increment Reinvestment Zones between the City of Dripping Springs and Hays County.** *Sponsor: Mayor Pro Tem Taline Manassian*

A motion was made by Council Member Crow and seconded by Council Member Parks, to approve items 4–10 on the Consent Agenda. The motion to approve carried unanimously 4 to 0.

BUSINESS AGENDA

11. **Discuss and consider approval of a Resolution designating the Official Newspaper for the City of Dripping Springs for Fiscal Year 2024-2025.**

City Secretary Diana Boone presented this item and recommended News-Dispatch as the official newspaper of record.

A motion was made by Council Member Parks and seconded by Council Member King, to

approve News-Dispatch as the official newspaper of record. The motion to approve carried unanimously 4 to 0.

12. Public hearing and consideration of an Ordinance approving a Zoning Map Amendment regarding ZA2024-004: rezoning the tract from Single Family Residential - Low Density (SF-1) to Local Retail (LR) for the 0.77 acres located at 109 Bonnie Drive. Applicant:

Mary Faith Pryor

a. Applicant Presentation

Applicant Mary Faith Pryor spoke before council to request a zoning amendment.

b. Staff Report

Planning Director Tory Carpenter presented the Staff Report and recommended denying the zoning amendment.

c. Planning and Zoning Commission Report

Planning & Zoning Commission Chair Mim James presented the PZC report which recommended denying the zoning amendment.

d. Public Hearing

No one spoke during the Public Hearing

e. Ordinance

A motion was made by Council Member Crow and seconded by Mayor Pro Tem Manassian, to deny the request for a zoning amendment. The motion to deny carried unanimously 4 to 0.

13. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas, amending the 2024-2025 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures. Sponsor: Mayor Bill Foulds, Jr.

a. Staff Report

Deputy City Administrator Shawn Cox presented. Presentation is on file.

b. Public Hearing

No one spoke during the Public Hearing

c. Budget Ordinance

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow to approve the ordinance amending the budget, funding municipal services and authorizing expenditures. The motion to approve carried unanimously 4 to 0.

- 14. Discuss and consider selection of a bidder and authorize the City Administrator to finalize an agreement for the Downtown Restrooms Project.** *Sponsor: Mayor Bill Foulds, Jr.*

Marco Ramirez with De Haro Ramirez Group spoke concerning the evaluation of bidders.

City Attorney Laura Mueller and City Engineer Chad Gilpin presented and recommended awarding the contract to Sadie Burche.

A motion was made by Council Member Crow and seconded by Mayor Pro Tem Manassian, to approve the selection of Sadie Burche for the Downtown Restroom Project and authorize the City Administrator to finalize the agreement. The motion to approve carried unanimously 4 to 0.

- 15. Discuss and consider approval of the renewal of the Vendor Agreement between the City of Dripping Springs and Peak Beverage, LLC.** *Sponsor: Mayor Bill Foulds, Jr.*

Parks & Community Services Assistant Director Emily Nelson presented. Staff Report is on file.

A motion was made by Council Member Parks and seconded by Council Member King, to approve renewal of the vendor agreement with Peak Beverage, LLC. The motion to approve carried unanimously 4 to 0.

- 16. Staff update regarding the Draft 2040 Dripping Springs Comprehensive Plan.** *Sponsor: Mayor Bill Foulds, Jr.*

Staff update for informational purposes. No action was taken.

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.

- 17. Planning Department Report.**

No action was taken.

Mayor Foulds recommended that the Commissions present at the Joint Special Meeting form a committee of 2 members from each Commission to further discuss the Comprehensive Plan and send input to staff.

CLOSED SESSION

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to move items 18 and 19 into Closed Session. The motion carried unanimously 4 to 0.

Closed Session started at 7:27 p.m. and ended at 7:46 p.m.

Council Member Crow left during 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.

- 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, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. Consultation with Attorney, 551.071**
- 19. Discuss the hiring, job duties, and compensation of the Human Resources Director. Deliberation regarding Personnel Matters, 551.074.**

This Item was brought out of Closed Session.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to authorize the hiring of the Human Resources Director by the City Administrator. The motion carried unanimously 3 to 0.

ADJOURN

A motion was made by Council Member King and seconded by Mayor Pro Tem Manassian, to adjourn the meeting. The motion carried unanimously 3 to 0.

The meeting adjourned at 7:48 p.m.

APPROVED ON: Month, XX, 202X

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary



City Council, Planning & Zoning Commission, Parks & Recreation Commission, and Historic Preservation Commission Joint Special Meeting: Comprehensive Plan

Dripping Springs ISD Center for Learning and Leadership

Board Room, 300 Sportsplex Drive – Dripping Springs, Texas

Tuesday, October 29, 2024, at 6:00 PM

MINUTES

CALL TO ORDER

Mayor Foulds called the meeting to order at 6:00 p.m.

CITY COUNCIL ROLL CALL:

City Council Members

Mayor Bill Foulds, Jr.
 Mayor Pro Tem Taline Manassian
 Council Member Place 2 Wade King (*left at 7:33*)
 Council Member Place 3 Geoffrey Tahuahua (*absent*)
 Council Member Place 4 Travis Crow
 Council Member Place 5 Sherrie Parks

PLANNING & ZONING COMMISSION ROLL CALL:

Planning & Zoning Commission Members

Mim James, Chair
 Tammie Williamson, Vice Chair (*absent*)
 Christian Bourguignon
 Doug Crosson
 Eugene Foster
 Douglas Shumway
 Evelyn Strong

PARKS & RECREATION COMMISSION ROLL CALL:

Parks & Recreation Commission Members

Paul Fushille, Chair
 Kristy Caldwell, Vice Chair
 Hope Boatright
 Olivia Barnard (*left at 6:58*)
 Tyson Joe (*absent*)
 Christian Krueger (*absent*)
 Thomas Lengel
 Bryant Schleppler

HISTORIC PRESERVATION COMMISSION ROLL CALL:

Historic Preservation Commission Members

Dean Erickson, Chair
 Ashley Bobel, Vice Chair
 Delbert Bassett (*absent*)
 Haley Hunt
 Steve Mallett
 Richard Moore
 Gwyn Sommerfeld (*absent*)

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 Deputy City Administrator Shawn Cox
 City Attorney Laura Mueller
 City Secretary Diana Boone
 Parks & Community Services Director Andy Binz
 Planning Director Tory Carpenter

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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No one spoke during the Presentation of Citizens.

BUSINESS AGENDA

- 1. Presentation, discussion, and possible direction regarding the "Reimagine Dripping Springs" Draft 2040 Comprehensive Plan.**

Mayor Foulds suggested that each Commission present form a subcommittee to further discuss plan in individual workshop type discussions.

ADJOURN

A motion was made by Council Member Crow and seconded by Council Member Parks to adjourn the meeting. The motion to adjourn carried unanimously.

The meeting adjourned at 8:47 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: Johnna Krantz, Community Events Coordinator

Council Meeting Date: November 19, 2024

Agenda Item Wording: **Approval of a recommendation from the Founders Day Commission to appoint Jordan Searle to the Commission as an At-Large member for a term ending June 30, 2026.**

Agenda Item Requestor: Council Member Sherrie Parks

Summary/Background: The Founders Day Commission is a fourteen-member advisory commission tasked with managing the City of Dripping Springs' Annual Founders Day celebration. The Commission is made up of three (3) seats each from the three non-profit organizations involved in the festival; the Dripping Springs Lions Club, the Dripping Springs Cook-Off Club, and St. Martin de Porres Catholic Church, as well as five (5) At-Large members.

There is currently one At-Large Vacancy on the Commission. Per City Ordinance, the Commission may vote to make a recommendation to City Council and City Council may approve appointment the applicant with consideration of FDC's recommendation.

Commission Recommendation: The Commission recommends approval of Jordan Searle as an At-Large member.

Recommended Council Actions: Approve the recommended appointment of Jordan Searle to the Founders Day Commission.

Attachments:

- 10.03.24 – FDC Application_Searle, Jordan.pdf

Next Steps/Schedule:

1. Inform applicant of Council decision.
2. Send welcome letter and calendar invite.
3. Update master roster, group email, and city website.
4. Distribute updated roster and notice of new member to Commission.



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

Council Meeting Date: November 19th, 2024

Agenda Item Wording: **Discuss and consider approval of a 3 year contract renewal with Daikin Applied to service the HVAC at Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks**

Agenda Item Requestor: Lily Sellers

Summary/Background: The previous 3-year contract between Dripping Springs Ranch Park and Daikin Applied was signed in September 2021 and expired October 2024. Daikin Applied inspects and services the HVAC at Dripping Springs Ranch Park. This is a renewal agreement for servicing that will run until August 31st, 2027.

**Commission
Recommendations:**

**Recommended
Council Actions:** Staff recommends approval of the contract.

Attachments: 2024 Daikin Applied HVAC Maintenance Agreement

Next Steps/Schedule: Upon City Council approval, execute agreement.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this _____ day of _____, _____ by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Daikin Applied Americas, Inc. dba Daikin Applied**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Contractor to perform preventative maintenance of HVAC systems units as further described in Attachment “A” and Attachment “B” (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. **Attachment:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein

Attachment A: Contractor Quote for Dripping Springs Ranch Park MA Renewal

Attachment B: CA04294 Maintenance Agreement Proposal

4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed \$25,896 (the “Cap”) within 30 days of City’s receipt and approval of an invoice following completion the Services. Payment shall be made in current funds to the address specified by the Contractor in the invoice, provided the services invoiced have been satisfactorily completed. If additional work is needed, payments in excess of the Cap must be approved by the City in writing.
5. **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.
6. **Invoice Rejection and Correction:** The City reserves the right to reject any invoice that is incomplete, inaccurate, or not in compliance with the terms of this Agreement. In the event of an invoice rejection, the City will provide written notice to the Contractor specifying the reasons for rejection. The Contractor shall correct and resubmit the invoice within ten (10) business days of receipt of the rejection notice. The City’s payment timeline will recommence upon receipt of the corrected invoice.
7. **Duration:** This Agreement shall be in effect through to the completion of the Services and payment for such Services unless terminated as provided below or if all work associated with Agreement is completed.
8. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

- 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:

For the City:

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

For the Contractor:

Daikin Applied Americas, Inc.
d/b/a Daikin Applied
P.O. Box 35690
Louisville, KY 40232-5690

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

15. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment “A” or Attachment “B”, this Agreement shall prevail.

16. Amendment: This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

17. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

19. 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.

20. Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

21. Site Access and Safety. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City’s contractors, subcontractors, or other parties present at the site.

THE CITY:
City of Dripping Springs

CONTRACTOR:
Daikin Applied Americas, Inc.

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

ATTACHMENT A



October 10, 2024

Quote #: Q-56986

DRIPPING SPRINGS RANCH PARK-CITY OF DRIPPING SPRINGS
PO BOX 384
DRIPPING SPRINGS, Texas 78620

Re: **C04294_4 Dripping Springs Ranch Park MA Renewal**
Previous Quote Proposal Being Renewed #: Q00056502

Site: **DRIPPING SPRINGS RANCH PARK – 1042 EVENT CENTER DRIVE, DRIPPING SPRINGS, Texas**

Thank you for your continued confidence in our ability to meet your HVAC needs this past year. We appreciate your business and look forward to serving you in the coming year. The anniversary date for contract per the above referenced agreement is 09/01/2024.

This notice provides a renewal of the original equipment and scope and includes an increase as a result of rising costs in material, labor, and operating expenses and is per the original terms and conditions of the agreement (*does not include applicable taxes*).

The contract renewal term will be 09/01/2024 through 08/31/2027 in the following amounts of:
(year 1) \$8,376.20 Eight Thousand, Three Hundred Seventy Six dollars and Twenty cents

Year	Term	Investment Price
1	9/1/24 – 8/31/25	\$8,376 (\$2,094/quarter)
2	9/1/25 – 8/31/26	\$8,628 (\$2,157/quarter)
3	9/1/26 – 8/31/27	\$8,892 (\$2,223/quarter)

Terms: Quarterly billing, due upon receipt

Please confirm this letter by signing below. If you require a purchase order be referenced, please send a copy along with the signed letter. Should you have any questions or concerns regarding the renewal, please reach out to me or our Regional Contract Coordinator, Krystal Jackson via email at: krystal.jackson@daikinapplied.com.

Thank you very much. We look forward to working with you again this year.

Sincerely,
Adam Neveu
Sr. Account Manager
Daikin Applied

Customer Acknowledgement

Name

Date

Should you have any questions regarding this renewal, contact me in the office at (512) 217-9945 or via email at: adam.neveu@daikinapplied.com.

PO #

Authorized by:
Dillon Varner
Daikin Applied District Manager

ATTACHMENT B

MAINTENANCE AGREEMENT PROPOSAL



C04294 Dripping Springs Ranch Park MA ADDITION |

MA

1042 Event Center Dr,
Dripping Springs, TX
78620

Proposal #: Q-00056502
License #: TACLA009356C

Prepared for:

Craig Rice

Dripping Springs Ranch Park
6/15/2021

Prepared by:

Adam Neveu
SSR III
San Antonio District
Mobile: +1 5122179945
E-mail: adam.neveu@daikinapplied.com

Maintenance Agreement Proposal 1 ©2021 Daikin Applied
PROPOSAL #Q-00056502



Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin shall perform preventive maintenance of HVAC systems units.

Includes:

- Quarterly maintenance on HVAC systems:
- Two (2) Daikin Maverick RTUs
- Two (2) Carrier 17-ton RTUs
- Two (2) Carrier split systems (3-ton and 4-ton)
- One (1) Greenheck packaged unit
- One (1) mini-split system
 - One annual and three operational services
- Annual condenser coil washing
- Annual blower belt replacement
- Quarterly Filter replacement of 2" and 4" pleated air filters, merv 8
- Quarterly cleaning of mini-split washable filter and condensate pump.

Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life. Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on 11/1/2021 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each Quarter beginning on 11/1/2021 the (Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$1,857.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$7,428.00 Seven Thousand, Four Hundred Twenty-eight dollars and Zero cents
**Price does not include applicable sales tax*

Year	Amount
year 1	\$7,428.00 (\$1,857/quarter)
year 2	\$7,656.00 (\$1,914/ quarter)
year 3	\$7,896.00 (\$1,974/ quarter)

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion
*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Craig Rice
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, TX
78620

Accepted by:

Approved by:
Kimberly Moore

(Print Full Legal Name of Customer)
Craig Rice

(Signature)

(Print Full Legal Name of Daikin Applied Representative)
Kimberly Moore

(Signature)

(Title)

District Manager

(Title)

Date:

Jul 12, 2021

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Pricing and Acceptance

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Craig Rice
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, TX
78620

Accepted by:
Bill Foulds, Jr.

 (Print Full Legal Name of Customer)
Bill Foulds, Jr.

 (Signature)
Mayor

 (Title)
July 9, 2021

 Date:

Approved by:

 (Print Full Legal Name of Daikin Applied Representative)

 (Signature)

 (Title)

 Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Inspection Program Responsibilities

1. Daikin Applied agrees to:

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. Customer agrees to:

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Roof Top / Packaged or Split Systems (Unitary Equipment, Heating and cooling)

Manufacturer/Model/Serial:

Daikin|MPS040F|FBOU130702190
 Daikin|MPS040F|FBOU130702190
 Carrier|50LC0A17A|4319P25629,
 Carrier|50LC0A17A|4319P25630,
 Carrier|25HBC360A600|1413E04809,
 Carrier|25HBC348A600|3212E10794,
 Grenheck|38MGRQ48E|2619V10524

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Replace air filters and/or media.
- Inspect evaporator drain pan and condensate trap for cleanliness. *
- Check condensate pump operation. *
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. *
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Inspect chilled water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check compressor operation. Check oil level in compressor. *
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.

Pre-Cooling (Spring)- Seasonal Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Meg compressor motor and record readings.
- Replace air filters and/or media.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Clean evaporator drain pan and condensate trap. *
- Check condensate pump operation. *
- Check ductwork for condensation and air leaks at the unit. *
- Adjust blower belts if needed, Check for condition, proper tension, and alignment. Replace if required.
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Check vibration isolation pads and springs. *
- Check unit controls, thermostat, economizer, valves, dampers, louvers, linkage, and shutters. Lubricate all pivot points. *
- Check inlet guide vanes and discharge dampers for proper setup and operation. Lubricate per manufactures recommendations. *
- Check operation of refrigerant cycle, reversing valve, pump-down cycle, controls, refrigerant charge and oil level. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.
- Check motor operating voltage and amperages.
- Check compressor operation.
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Check operation of unit control module. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Coils Services:

- Clean condenser coils.

DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 1/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof, provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice hereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.



12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.



MAINTENANCE AGREEMENT PROPOSAL



C04294 Dripping Springs Ranch Park MA ADDITION |

MA

1042 Event Center Dr,
Dripping Springs, TX
78620

Proposal #: Q-00056502
License #: TACLA009356C

Prepared for:

Craig Rice

Dripping Springs Ranch Park
6/15/2021

Prepared by:

Adam Neveu
SSR III
San Antonio District
Mobile: +1 5122179945
E-mail: adam.neveu@daikinapplied.com

Scope of Services

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Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on 9/1/2021 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each Quarter beginning on 9/1/2021 the (Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$1,857.00 and will be due upon receipt.

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Craig Rice
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, TX
78620

Accepted by:

Bill Foulds, Jr.

(Print Full Legal Name of Customer)

Bill Foulds Jr

(Signature)

Mayor, City of Dripping Springs

(Title)

August 27, 2021

Date:

Approved by:

Kimberly Moore

(Print Full Legal Name of Daikin Applied Representative)

Kimberly Moore

(Signature)

District Manager

(Title)

Aug 30, 2021

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Inspection Program Responsibilities

1. Daikin Applied agrees to:

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

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- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Roof Top / Packaged or Split Systems (Unitary Equipment, Heating and cooling)

Manufacturer/Model/Serial:

Daikin|MPS040F|FBOU130702190
 Daikin|MPS040F|FBOU130702190
 Carrier|50LC0A17A|4319P25629,
 Carrier|50LC0A17A|4319P25630,
 Carrier|25HBC360A600|1413E04809,
 Carrier|25HBC348A600|3212E10794,
 Grenheck|38MGRQ48E|2619V10524

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Replace air filters and/or media.
- Inspect evaporator drain pan and condensate trap for cleanliness. *
- Check condensate pump operation. *
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. *
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Inspect chilled water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check compressor operation. Check oil level in compressor. *
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.

Pre-Cooling (Spring)- Seasonal Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Meg compressor motor and record readings.
- Replace air filters and/or media.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Clean evaporator drain pan and condensate trap. *
- Check condensate pump operation. *
- Check ductwork for condensation and air leaks at the unit. *
- Adjust blower belts if needed, Check for condition, proper tension, and alignment. Replace if required.
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Check vibration isolation pads and springs. *
- Check unit controls, thermostat, economizer, valves, dampers, louvers, linkage, and shutters. Lubricate all pivot points. *
- Check inlet guide vanes and discharge dampers for proper setup and operation. Lubricate per manufactures recommendations. *
- Check operation of refrigerant cycle, reversing valve, pump-down cycle, controls, refrigerant charge and oil level. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.
- Check motor operating voltage and amperages.
- Check compressor operation.
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Check operation of unit control module. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Coils Services:

- Clean condenser coils.

DAIKIN APPLIED AMERICAS INC.

TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.

12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

MAINTENANCE AGREEMENT PROPOSAL



C04294 Dripping Springs Ranch Park MA ADDITION |

MA

1042 Event Center Dr,
Dripping Springs, TX
78620

Proposal #: Q-00056502
License #: TACLA009356C

Prepared for:

Craig Rice

Dripping Springs Ranch Park
6/15/2021

Prepared by:

Adam Neveu
SSR III
San Antonio District
Mobile: +1 5122179945
E-mail: adam.neveu@daikinapplied.com

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin shall perform preventive maintenance of HVAC systems units.

Includes:

- Quarterly maintenance on HVAC systems:
- Two (2) Daikin Maverick RTUs
- Two (2) Carrier 17-ton RTUs
- Two (2) Carrier split systems (3-ton and 4-ton)
- One (1) Greenheck packaged unit
- One (1) mini-split system
 - One annual and three operational services
- Annual condenser coil washing
- Annual blower belt replacement
- Quarterly Filter replacement of 2" and 4" pleated air filters, merv 8
- Quarterly cleaning of mini-split washable filter and condensate pump.

Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life. Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on 11/1/2021 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each Quarter beginning on 11/1/2021 the (Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$1,857.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$7,428.00 Seven Thousand, Four Hundred Twenty-eight dollars and Zero cents

**Price does not include applicable sales tax*

Year	Amount
year 1	\$7,428.00 (\$1,857/quarter)
year 2	\$7,656.00 (\$1,914/ quarter)
year 3	\$7,896.00 (\$1,974/ quarter)

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Craig Rice
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, TX
78620

Accepted by:

Approved by:
Kimberly Moore

(Print Full Legal Name of Customer)
Craig Rice

(Signature)

(Print Full Legal Name of Daikin Applied Representative)
Kimberly Moore

(Title)

(Signature)
District Manager

Date:

(Title)
Jul 12, 2021

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

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Craig Rice
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, TX
78620

Accepted by:
Bill Foulds, Jr.

 (Print Full Legal Name of Customer)
Bill Foulds, Jr.

 (Signature)
Mayor

 (Title)
July 9, 2021

 Date:

Approved by:

 (Print Full Legal Name of Daikin Applied Representative)

 (Signature)

 (Title)

 Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Inspection Program Responsibilities

1. Daikin Applied agrees to:

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. Customer agrees to:

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Roof Top / Packaged or Split Systems (Unitary Equipment, Heating and cooling)

Manufacturer/Model/Serial:

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 Carrier|25HBC348A600|3212E10794,
 Grennheck|38MGRQ48E|2619V10524

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Replace air filters and/or media.
- Inspect evaporator drain pan and condensate trap for cleanliness. *
- Check condensate pump operation. *
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. *
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Inspect chilled water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check compressor operation. Check oil level in compressor. *
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.

Pre-Cooling (Spring)- Seasonal Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Meg compressor motor and record readings.
- Replace air filters and/or media.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Clean evaporator drain pan and condensate trap. *
- Check condensate pump operation. *
- Check ductwork for condensation and air leaks at the unit. *
- Adjust blower belts if needed, Check for condition, proper tension, and alignment. Replace if required.
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Check vibration isolation pads and springs. *
- Check unit controls, thermostat, economizer, valves, dampers, louvers, linkage, and shutters. Lubricate all pivot points. *
- Check inlet guide vanes and discharge dampers for proper setup and operation. Lubricate per manufactures recommendations. *
- Check operation of refrigerant cycle, reversing valve, pump-down cycle, controls, refrigerant charge and oil level. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.
- Check motor operating voltage and amperages.
- Check compressor operation.
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Check operation of unit control module. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Coils Services:

- Clean condenser coils.

DAIKIN APPLIED AMERICAS INC.

TERMS & CONDITIONS

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2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject to all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.

12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

CERTIFICATE OF INTERESTED PARTIES

FORM 1299

Item 4.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Daikin Applied Americas Inc. d/b/a Daikin Applied
 San Antonio, TX United States

Certificate Number:
 2021-777160

Date Filed:
 07/12/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

Date Acknowledged:
 07/12/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

DAI07062021
 Heating, ventilation and air conditioning equipment and parts maintenance agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daikin Applied Americas Inc. d/b/a Daikin Applied	Minneapolis, MN United States	X	
	Neveu, Adam	San Antonio, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-777160

Date Filed:
07/12/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Daikin Applied Americas Inc. d/b/a Daikin Applied
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
DAI07062021
Heating, ventilation and air conditioning equipment and parts maintenance agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Daikin Applied Americas Inc. d/b/a Daikin Applied	Minneapolis, MN United States	X	
Neveu, Adam	San Antonio, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Michael Toomey, and my date of birth is [REDACTED].

My address is 19763 Exchange Tr, Farmington, MN, 55024, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hennepin County, State of Minnesota, on the 12th day of July, 2021.
(month) (year)

DocuSigned by:
Michael Toomey
Signature of authorized agent of contracting business entity (Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

City of Dripping Springs

JUL 12 2021

Rec'd by City Secretary

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

Daikin Applied Americas Inc. d/b/a Daikin Applied

2 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.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

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 CIQ as necessary.

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?

Yes No

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?

Yes No

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.

N/A

6 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).

7 DocuSigned by:

Michael Doomey

Signature of Vendor doing business with the governmental entity

7/12/2021

Date



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

Submitted By: Emily Nelson, Assistant Director of Parks & Community Services
 Aniz Alani, Deputy City Attorney

Council Meeting Date: November 19, 2024

Agenda Item Wording: **Approval of Assignment of Ice Rink Rental and Services Agreement related to Western Wonderland from IRE Crown Rinks LLC to IRA Rinks South, LLC.** Sponsor: Mayor Bill Foulds, Jr.

Background: The City of Dripping Springs entered into a rental agreement with IRE Crown Rinks LLC for the setup and operation of a temporary ice-skating rink at Dripping Springs Ranch Park. The rink, set to operate from November 22, 2024, to January 5, 2025, forms part of the Western Wonderland holiday festivities. The agreement includes the installation, maintenance, and dismantling of the ice rink.

Recently, Evan Cadwell, CEO of Ice Rink Events, informed the City of a planned transfer of ownership to IRA Rinks South, LLC. The notice emphasized that there would be no operational changes affecting the event's management, equipment, or personnel.

Assignment Details: The Assignment and Assumption Agreement specifies that IRE Crown Rinks LLC (Assignor) will transfer its rights and obligations to IRA Rinks South, LLC (Assignee). The assignment is contingent upon City Council's consent as per the rental agreement requirements. The Assignee will assume all operational responsibilities under the original contract, including insurance and indemnification provisions. The effective date of the assignment aligns with the closing date of the asset purchase transaction, which itself is contingent upon the Assignor obtaining consent to assign all existing contracts to the purchasing entity.

Commission Recommendations: N/A

Recommended Council Actions: Approve the assignment of the Ice Rink Rental and Services Agreement from IRE Crown Rinks LLC to IRA Rinks South, LLC, contingent on verification of adequate insurance coverage.

Attachments: Draft Assignment and Assumption Agreement (includes copy of July 29, 2024 Ice Rink Rental and Services Agreement)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into as of _____ (this “Agreement”) by and between IRE Crown Rinks, LLC a Texas limited liability company (“Assignor”), and IRA Rinks South, LLC, a Virginia limited liability company (“Assignee”), and City of Dripping Springs, Texas (“Contract Holder”). The “Effective Date” of this Agreement shall be the Closing of the Asset Purchase Transaction (as defined herein).

WHEREAS, in connection with this Agreement, Assignor and Assignee, are entering into an Asset Purchase Agreement and other related ancillary documents to effectuate Assignee’s purchase of substantially all of Assignor’s assets (the “Asset Purchase Transaction”); and

WHEREAS, Assignor desires to assign all of its rights, interests and obligations under certain contracts to which it is a party to Assignee as set forth herein, and Assignee wishes to assume such rights, interests and obligations.

WHEREAS, Contract Holder agrees to such assignment and assumption on the terms contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and conveys to Assignee for the benefit of Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the contract(s) attached as Annex A (the “Assumed Contract(s)”), together with all rights, privileges and benefits appertaining thereto (collectively with the Assumed Contract(s), the “Assigned Rights”) as of the Effective Date.
2. Assumption. Assignee hereby accepts the assignment and conveyance of the Assigned Rights by Assignor pursuant to paragraph 1 above and does hereby assume, and undertake and agree to hereafter pay, perform and discharge in accordance with their terms any and all of the liabilities, obligations and commitments of Assignor relating to the Assigned Rights as of the Effective Date.
3. Consent of Contract Holder. The Assumed Contract(s) require the written consent of the Contract Holder. The Contract Holder consents to the transfer and assignment based on the information and evidence that Assignee is able to fully perform all obligations that may or will exist under the Assumed Contract(s). Any supplementary documentation provided to Contract Holder pursuant to the Agreement or at Contract Holder’s request is provided on Annex B.
4. Successor. The Contract Holder recognizes the Assignee as the Assignor’s successor in interest in and to the Assumed Contract(s) as of the Effective Date. The Assignee by this agreement becomes liable for all responsibilities and is entitled to all rights, titles and interests of the Assignor in and to the Assumed Contract(s) that will arise on or after the Effective Date. As of the Effective Date, the Contract Holder will treat the Assignee as if the Assignee were the original party to the Agreement.
5. Benefit of the Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, shall confer on any person or entity other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations

or liabilities under or by reason of this Agreement, including any third-party beneficiary rights.

- 6. Condition to Close Transaction. This Agreement is conditioned upon the Closing of the Asset Purchase Transaction (as the term “Closing” is defined in the Asset Purchase Agreement) and upon Buyer satisfying all Conditions for Closing as provided in Section 2.7 of the Asset Purchase Agreement. In the event that, for any reason, the Closing of the Asset Purchase Transaction does not occur, none of Assignor, Assignee or Contract Holder will have any obligation with respect to the matters that are the subject of this Agreement, and this Agreement will terminate, be void, and be of no further force or effect.
- 7. Entire Agreement. The Parties agree that the Agreement and the Assumed Contract(s) constitute the entire agreement between the Parties concerning the subject matter of the Assignment and Agreement, and that neither Party is relying on any oral representations or written representations of the other Party which are not contained in the Assignment and/or the Agreement. The Agreement and the Assumed Contract(s) collectively supersede any prior agreements whether written or oral. Further this Assignment shall be considered as having been prepared jointly and shall not be construed against either Party as a result of the negotiation, drafting, preparation, or execution of the Assignment.
- 8. Headings. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 9. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the substantive laws of the State of Texas without regard to applicable choice of law provisions thereof.
- 10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same agreement, it being understood that all of the parties hereto need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

ASSIGNEE:

IRE Crown Rinks, LLC

IRA Rinks South, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

CONTRACT HOLDER:

City of Dripping Springs

By: _____
Name:
Title:

Annex A
Assumed Contract(s)

ICE RINK RENTAL AND SERVICES AGREEMENT

This Agreement, made and entered into this, the 29 day of July 2024, by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the "City") and **IRE Crown Rinks, LLC**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Project Summary:** IRE Crown Rinks to provide for the turnkey installation of a holiday-season, temporary ice-skating rink facility to be staged in Dripping Springs, TX. Open to the public from November 22, 2024, through January 5, 2025. Contractor shall provide all necessary labor, material, and equipment to install, maintain, and uninstall the seasonal ice rink in at Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs Texas 78620.
2. **Scope of Work:** Scope of Work includes all work in Attachment "A".
3. **Attachments:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein and any reference herein to "Agreement" includes the body of this Professional Services Agreement (being pages 1 to 4 of this Agreement) and the following attachment:
 - a. Attachment "A" Quote 2024-2025 Holiday Season Ice Skating Rink Venue
4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed two hundred and twenty-nine thousand, one hundred sixty-nine dollars and zero cents (\$229,169.00). A fifty percent (50%) deposit will be paid on the later of June 15, 2024 and the execution of the agreement. A further twenty-five percent (25%) will be paid by September 1, 2024. The remaining twenty-five percent (25%) will be paid after:
 - a. completion of the installation of the ice rink; and
 - b. the ice rink has been deemed fit for public use, and
 - c. submission of a properly completed and signed, original signature invoice.
5. **Invoicing.** Contractor shall prepare an invoice for Services completed in accordance with this Agreement and submit the involved to the City for payment. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal.
6. **Duration:** This Agreement shall be in effect for a period of one year (12 months), and renewed automatically, unless terminated as provided below or if all work associated with the Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
7. **Termination:** Either party may terminate this Agreement by a sixty (60) day written notice.
8. **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. The 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 engineering services.

- 9. Limitations:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days' notice to the other party.
- 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: 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 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 firealm 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. Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. In addition, throughout the term of this Agreement and a period of 12 months after the expiration or termination of this Agreement, Contractor shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with a minimum of US Dollars \$1 million for each occurrence and US Dollars \$1 million in the aggregate with financially sound and reputable insurers. Upon City's request, Contractor shall provide City with a certificate of insurance and policy endorsements for all insurance coverage required by this section and shall not do anything to invalidate such insurance. The certificate of insurance shall name the City of Dripping Springs as an additional insured. Contractor shall provide City with 60 days' advance written notice in the event of a cancellation or material change in Contractor insurance policy. Except where prohibited by law, Contractor shall require its insurer to waive all rights of subrogation against City's insurers and City and its employees, servants, agents, officials, volunteers and agents. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement.
- 13. INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.

14. 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 the City.

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

For the City:

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

For the Contractor:

IRE Crow Rinks, LLC
 Attention: Evan Cadwell, CEO
 P.O. Box 133006
 The Woodlands, TX 77393

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 five (5) days after deposit in U.S. mail.

16. Media and/ or Logo Use: Any and all uses of the City's name and logo on websites, marketing materials and advertisements must be approved by the City through a separate written agreement.

17. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between the body of this Professional Services Agreement (being pages 1 to 4 of this Agreement) and Attachment "A", this Agreement shall prevail.

18. Amendment: This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

19. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

21. 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.

22. 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.

23. Site Access and Safety. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.

THE CITY:
City of Dripping Springs

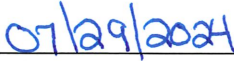
CONTRACTOR:
Ire Crown Rinks, LLC



Michelle Fischer
City Administrator



Evan Caldwell
Chief Executive Officer



Date



Date

ATTACHMENT "A"

Preliminary quote-2024-2025
For Holiday-Season Ice Skating Rink Venue

CUSTOMER:

Emily Nelson

SUPPLIER:

IRE CROWN RINKS, LLC
P.O. Box 133006
The Woodlands, TX 77393

To provide for the turnkey installation of a holiday-season, temporary ice skating rink facility to be staged in Dripping Springs, TX. Open to the public from November 22, 2024 thru January 5, 2025.

REQUIRED TIMING:

Execution of Agreement to Proceed:	June 1, 2024
Deposit Due	June 15, 2024
Electrical Power Source Complete:	November 1, 2024
Site Preparation Complete:	November 5, 2024
Rink Installation Window:	November 6 – November 21, 2024
Removal Window:	January 6-20, 2025

PART A. EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:

1. Professional Project Manager Assigned to the Event
2. Pre-Event and On-Going Professional Support Services
3. **60'x120' Rink Piping Grid System (7,200-SF)**
4. **200-Ton TRANE** Air-Cooled Refrigeration System/Pumps/Hoses/Expansion Tank, 24/7 technician on call.
5. Glycol Coolant Charge; Storage Containers; Transfer Pump
6. Insulation and Vapor Barriers, As Required
7. Modular Railing System
8. Ice Rink Maintenance Equipment; Mechanical Resurfacing Machine
9. Rental Ice Skates, Sharpened, Ready-To-Skate
10. Rubber Floor Covering for Skate Change Area (1000-square feet)
11. 10 Skate Buddies
12. All Professional Supervision and General Labor for Set-Up and Strike
13. Travel Expenses/PerDiem Expenses for Out-of-Town Professionals
14. All Tools, Equipment, and Supplies for Set-Up/Strike
15. Wood-Frame Covering Over Rink Header
16. Grey-Black Turf Carpet to Trim-Out/Finish Rink Perimeter/Edge
17. Refrigeration Technician On-Call 24-Hours During Entire Term
18. All Transportation and Freight

Part B. ICE TECHNICIAN SERVICES

- 1. Ice Technician Personnel (1-Ice Technician, may be a rotating schedule of different technicians), Onsite every operating day. On-call 24-7. To assist in ice maintenance for the ice slides and ice rink.
- 2. Travel and accommodations

FINANCIAL TERMS:

PART A. EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:

Total Cost: \$187,679.00

Payment Terms: 50% June 15, 2024
 25% due September 1, 2024
 25% due November 21, 2024

Part B. ICE TECHNICIAN SERVICES

Total Cost: \$41,490.00

Payment Terms: 50% June 15, 2024
 25% due September 1, 2024
 25% due November 21, 2024

Plus any applicable sales tax

TYPICAL CUSTOMER RESPONSIBILITIES:

- 1. **3-phase, 480-volt, 400-500-amp continuous power supply to the refrigeration;** Owner's electrician to connect Owner's side of service, on a timely basis; electricity consumption. Chiller placement within 150ft of the rink.
- 2. **A level site required for footprint of ice rink area;** if needed, created by installation of temporary sandbox by landscaping crew or stage decking.
- 3. Continuous water supply available immediately adjacent to the rink area.
- 4. Two double hotel rooms (approx. 22-room nights) in close proximity to the jobsite for Supplier's out-of-town professionals during the installation and removal phases, and any other time the Supplier is requested to be on the jobsite.
- 5. Use of a all-terrain forklift, with long-forks, during the installation and removal phases. Crane if required for chiller placement.
- 6. General security presence, 24-hours. Adjacent Convention Center complex security 24/7
- 7. Coordination of all permits and licenses as needed or required for the installation and operation of the equipment and venue; all communication with local authorities.
- 8. Kiosk or service counter for the ticket sale and skate rental operation.

9. Skate change deck area beside the rink, with any pedestrian access walkways into the rink area; ADA-ramps as may be required.
10. Benches for skate change area.
11. Sound/P.A. system for music entertainment and safety announcements.
12. General management of skate distribution function including supply and scheduling of rink personnel.
13. Ambient lighting for the ice rink's general area that is adequate and appropriate.
14. Sound/P.A. system for music entertainment and public announcements.
15. General housekeeping and groundskeeping of the ice rink venue/skate change area; trash receptacles and liners, with periodic trash disposal.
16. Any and all public equipment, barricades, and other requirements to conform to applicable local codes or to demands by applicable governmental authorities.
17. All signing and graphics, including operational signing and skater responsibility signage.

Please accept this as our formal, first quote as we currently understand the project. ~~With initial notice to proceed we will visit the site and present a final contract.~~

Thank you and we look forward to working with you!

Evan Cadwell
CEO – Ice Rink Events

Annex B
Supporting Documentation



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: November 19, 2024

Agenda Item Wording: **Approval of a Resolution Designating the Building Official as the Sign Administrator.** *Sponsor: Councilmember Sherrie Parks*

Agenda Item Requestor: Laura Mueller, City Attorney

Summary/Background: The Sign Code, Chapter 26, of the City of Dripping Springs Code of Ordinances allows the City Council to appoint the Sign Administrator, Our City Administrator, Michelle Fischer, has been the Sign Administrator since no one else has been appointed. Shane Pevehouse, Building Official, and his team have been handling the sign permits for quite some time with occasional consultations with Michelle Fischer. Because Shane is handling the sign permits, we thought it would be most appropriate for him to be named the Sign Administrator. As Sign Administrator he would be able to approve some minor waivers with major waivers still going to city council.

Commission Recommendations: N/A

Recommended Council Actions: Approval of Resolution.

Attachments: Resolution, Staff Report

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2024-R__

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPOINTING BUILDING OFFICIAL SHANE PEVEHOUSE AS SIGN ADMINISTRATOR.

WHEREAS, the City Council of the City of Dripping Springs, Texas (the “City”), has determined that establishing a central position within the City for the approval of master sign plans, permits and variances, will benefit citizens of the City of Dripping Springs; and

WHEREAS, Chapter 26 of the Dripping Springs Code of Ordinance regulates signs within the incorporated municipal boundaries and the extraterritorial jurisdiction; and

WHEREAS, Section 26.03, requires the Sign Administrator to process permits and variances; and

WHEREAS, Section 26.04 requires the Sign Administrator to approve or disapprove Master Sign Plans; and

WHEREAS, Chapter 216 of the Local Government Code authorizes municipalities to regulate signs; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council hereby appoints Building Official, Shane Pevehouse as Sign Administrator.

Section 3. This Resolution shall take effect immediately from and after its passage in accordance with law and it is accordingly so resolved.

Section 4. This Resolution does not require the City Council to take future action or to adopt the final project plan and financing plan.

PASSED AND APPROVED this, the ____ day of _____ 2024, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas:

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor


ATTEST:

Diana Boone, City Secretary



DRIPPING SPRINGS
Texas

To: Mayor Bill Foulds, Jr. and City Council, City of Dripping Springs

From: Shawn Cox, Deputy City Administrator 

Date: November 19, 2024

RE: October 2024 City Treasurer's Report

General Fund:

The General Fund received **\$820,087.29** in revenues for October.

General Fund revenues are in line with the adopted budget. Line items of note include:

- 100-000-40001: Sales Tax Revenue – \$370,170.97 was received in October, of which \$278,802.39. is considered City Revenues and is not allocated to either the Utility Fund or through agreements.
- 100-201-43031: Building Code Fees – The City received \$159,086.70 in Building Code Fees in October.

General Fund expenditures are in line with the adopted budget. Line items of note include:

- 100-107-90003: Transfer to Wastewater Utility Fund – October's transfer of sales tax to the Wastewater Fund included both September and October's transfer. September (\$79,529.40) will be reallocated to FY 2024. October's Sales Tax Transfer totaled \$74,034.19.

Utility Fund:

The Utility Fund received **\$372,113.38** in revenues for October.

Utility Fund revenues are in line with the adopted budget. Line items of note include:

- 400-300-43018: Wastewater Service Fee – The Utility fund collected \$140,196.86 in Wastewater Fees in October.
- 400-300-43024: Overuse Fees – \$13,007.12 was collected in Overuse Fees in October.
- 400-.01-46041: Water Usage – \$38,730.16 was collected in Water Fees in October.

Utility Fund expenditures are in line with the adopted budget.

- 400-310-63034: Utility Operations - \$23,880.00 is shown to be spent from this line item. These charges are for the lease of the Arrowhead Treatment Plant and should have been paid from the Arrowhead Plant Lease line item. These expenditures will be correctly allocated with a Journal Entry for the November report.
- 400-310-64006: Fleet Acquisition – The Utility Department purchased the vehicle it budgeted for in FY 2025. A portion of the remaining funds (\$7,783.00) may be used to outfit the vehicle.

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$41,590.59** in October.

DSRP revenues are in line with the amended budget. Line items of note include:



DRIPPING SPRINGS Texas

- 200-401-43012: Facility Rental Fees – Through October, the DSRP collected \$15,950.00 in Facility Rental Fees.
- 200-401-44007: Miscellaneous Events – For October, The DSRP Collected \$12,874.00 in Miscellaneous Event fees. Of these revenues \$10,448.00 was collected from the Haunted House event.

DSRP expenditures are in line with the amended budget. Line items of note include:

- 200-401-70003: Other Expenses – This lines item was used to code the October Chase card payment (5,766.11) while the specific line items are being calculated. The funds will be allocated to their correct line items with a Journal Entry and will be resolved for the November Treasurer’s Report.

Banking:

On October 31st, the City’s cash balance was **\$27.71 Million**. This is a 2.1% increase from the previous month’s cash balances. A total of **\$70,003.91** was collected in interest revenues in October.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	3,707,356.54	3,707,356.54	20,432.20	20,432.20	-3,686,924.34	99.45 %
100-000-40001	Sales Tax Revenue	4,500,000.00	4,500,000.00	370,170.97	370,170.97	-4,129,829.03	91.77 %
100-000-40002	Mixed Beverage	100,000.00	100,000.00	8,872.09	8,872.09	-91,127.91	91.13 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	1,855.28	1,855.28	-2,144.72	53.62 %
100-000-41000	Solid Waste Franchise Fee	55,000.00	55,000.00	0.00	0.00	-55,000.00	100.00 %
100-000-42000	Alcohol Permit Fees	6,500.00	6,500.00	0.00	0.00	-6,500.00	100.00 %
100-000-46001	Other Revenues	40,000.00	40,000.00	209,543.42	209,543.42	169,543.42	523.86 %
100-000-46002	Interest	150,000.00	150,000.00	20,541.85	20,541.85	-129,458.15	86.31 %
100-000-46014	Transportation Improvements Reim	1,010,000.00	1,010,000.00	0.00	0.00	-1,010,000.00	100.00 %
100-000-47005	Transfer from HOT Fund	55,000.00	55,000.00	0.00	0.00	-55,000.00	100.00 %
100-000-47016	Transfer from Sidewalk Fund	29,000.00	29,000.00	0.00	0.00	-29,000.00	100.00 %
	Department: 000 - Undesignated Total:	9,656,856.54	9,656,856.54	631,415.81	631,415.81	-9,025,440.73	93.46%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	2,990.00	2,990.00	-72,010.00	96.01 %
100-200-43000	Site Development Fees	400,000.00	400,000.00	9,345.78	9,345.78	-390,654.22	97.66 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	2,165.00	2,165.00	-62,835.00	96.67 %
100-200-43030	Subdivision Fees	295,100.00	295,100.00	10,650.00	10,650.00	-284,450.00	96.39 %
	Department: 200 - Planning & Development Total:	835,100.00	835,100.00	25,150.78	25,150.78	-809,949.22	96.99%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	1,625.00	1,625.00	1,625.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	2,294.00	2,294.00	-47,706.00	95.41 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	159,086.70	159,086.70	-1,340,913.30	89.39 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	163,005.70	163,005.70	-1,386,994.30	89.48%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,500.00	5,500.00	0.00	0.00	-5,500.00	100.00 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	120.00	120.00	-1,680.00	93.33 %
100-400-44002	Program & Event Fees	9,500.00	9,500.00	20.00	20.00	-9,480.00	99.79 %
100-400-44004	Park Rental Income	6,000.00	6,000.00	375.00	375.00	-5,625.00	93.75 %
100-400-47002	Transfer from Parkland Dedication	8,500.00	8,500.00	0.00	0.00	-8,500.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	16,500.00	16,500.00	0.00	0.00	-16,500.00	100.00 %
	Department: 400 - Parks & Recreation Total:	107,800.00	107,800.00	515.00	515.00	-107,285.00	99.52%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	41,750.00	41,750.00	0.00	0.00	-41,750.00	100.00 %
100-402-44004	Park Rental Income	21,235.00	21,235.00	0.00	0.00	-21,235.00	100.00 %
	Department: 402 - Aquatics Total:	62,985.00	62,985.00	0.00	0.00	-62,985.00	100.00%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	7,540.00	7,540.00	0.00	0.00	-7,540.00	100.00 %
100-404-45001	FD Food Booths	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	5,115.00	5,115.00	0.00	0.00	-5,115.00	100.00 %
100-404-45003	FD Carnival	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
100-404-45004	FD Parade Registration Fees	4,675.00	4,675.00	0.00	0.00	-4,675.00	100.00 %
100-404-45005	FD Sponsorships	100,000.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
100-404-45006	FD Parking Fees	500.00	500.00	0.00	0.00	-500.00	100.00 %
100-404-45007	FD Electric Fees	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Department: 404 - Founders Day Total:	137,330.00	137,330.00	0.00	0.00	-137,330.00	100.00%
	Revenue Total:	12,350,071.54	12,350,071.54	820,087.29	820,087.29	-11,529,984.25	93.36%

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	3,936,374.84	3,936,374.84	0.00	0.00	3,936,374.84	100.00 %
100-000-61000	Health Insurance	315,432.63	315,432.63	4,882.35	4,882.35	310,550.28	98.45 %
100-000-61005	Federal Withholding	309,012.18	309,012.18	0.00	0.00	309,012.18	100.00 %
100-000-61006	TMRS	214,341.87	214,341.87	0.00	0.00	214,341.87	100.00 %
100-000-62009	Human Resources Consultant	38,200.00	38,200.00	8,259.33	8,259.33	29,940.67	78.38 %
100-000-63004	Dues, Fees & Subscriptions	74,462.85	74,462.85	7,835.68	7,835.68	66,627.17	89.48 %
100-000-63005	Training/Continuing Education	100,000.00	100,000.00	726.54	726.54	99,273.46	99.27 %
100-000-64000	Office Supplies	37,000.00	37,000.00	0.00	0.00	37,000.00	100.00 %
100-000-64004	Office Furniture and Equipment	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-000-66002	Postage & Shipping	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	62,000.00	62,000.00	0.00	0.00	62,000.00	100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	26,513.54	26,513.54	-16,513.54	-165.14 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-000-90002	Transfer to TIRZ	575,566.14	575,566.14	0.00	0.00	575,566.14	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	115,083.55	115,083.55	0.00	0.00	115,083.55	100.00 %
100-000-90015	Transfer to Farmers Marke	16,542.01	16,542.01	0.00	0.00	16,542.01	100.00 %
Department: 000 - Undesignated Total:		6,328,916.07	6,328,916.07	48,217.44	48,217.44	6,280,698.63	99.24%
Department: 100 - City Council/Boards & Commissions							
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 100 - City Council/Boards & Commissions Total:		17,000.00	17,000.00	0.00	0.00	17,000.00	100.00%
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	40,215.69	40,215.69	-40,215.69	0.00 %
100-101-60002	Overtime	0.00	0.00	15.85	15.85	-15.85	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,557.89	1,557.89	-1,557.89	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	134.80	134.80	-134.80	0.00 %
100-101-61002	Medicare	0.00	0.00	551.82	551.82	-551.82	0.00 %
100-101-61003	Social Security	0.00	0.00	2,359.56	2,359.56	-2,359.56	0.00 %
100-101-61006	TMRS	0.00	0.00	2,373.65	2,373.65	-2,373.65	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	47,209.26	47,209.26	-47,209.26	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	10,029.69	10,029.69	-10,029.69	0.00 %
100-102-60001	Part-time Employees	0.00	0.00	1,162.00	1,162.00	-1,162.00	0.00 %
100-102-60002	Overtime	0.00	0.00	48.79	48.79	-48.79	0.00 %
100-102-61000	Health Insurance	0.00	0.00	1,023.12	1,023.12	-1,023.12	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	67.40	67.40	-67.40	0.00 %
100-102-61002	Medicare	0.00	0.00	160.51	160.51	-160.51	0.00 %
100-102-61003	Social Security	0.00	0.00	686.27	686.27	-686.27	0.00 %
100-102-61004	Unemployment	0.00	0.00	18.59	18.59	-18.59	0.00 %
100-102-61006	TMRS	0.00	0.00	594.64	594.64	-594.64	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	6,461.47	6,461.47	0.00	0.00	6,461.47	100.00 %
100-102-64032	Meeting Supplies	3,120.00	3,120.00	0.00	0.00	3,120.00	100.00 %
100-102-66003	Public Notices	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00 %
100-102-69003	Records Management	720.00	720.00	0.00	0.00	720.00	100.00 %
Department: 102 - City Secretary Total:		20,901.47	20,901.47	13,791.01	13,791.01	7,110.46	34.02%
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
Department: 103 - Courts Total:		15,500.00	15,500.00	0.00	0.00	15,500.00	100.00%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	21,020.27	21,020.27	-21,020.27	0.00 %
100-104-61000	Health Insurance	0.00	0.00	1,037.67	1,037.67	-1,037.67	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-104-61001	Dental Insurance	0.00	0.00	67.40	67.40	-67.40	0.00 %
100-104-61002	Medicare	0.00	0.00	300.34	300.34	-300.34	0.00 %
100-104-61003	Social Security	0.00	0.00	1,284.18	1,284.18	-1,284.18	0.00 %
100-104-61006	TMRS	0.00	0.00	1,240.20	1,240.20	-1,240.20	0.00 %
100-104-62003	Special Counsel and Consultants	16,000.00	16,000.00	750.00	750.00	15,250.00	95.31 %
100-104-69004	Government Affairs	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Department: 104 - City Attorney Total:		66,000.00	66,000.00	25,700.06	25,700.06	40,299.94	61.06%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	16,502.40	16,502.40	-16,502.40	0.00 %
100-105-61000	Health Insurance	0.00	0.00	1,050.48	1,050.48	-1,050.48	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	67.40	67.40	-67.40	0.00 %
100-105-61002	Medicare	0.00	0.00	238.25	238.25	-238.25	0.00 %
100-105-61003	Social Security	0.00	0.00	1,018.68	1,018.68	-1,018.68	0.00 %
100-105-61006	TMRS	0.00	0.00	973.63	973.63	-973.63	0.00 %
100-105-63039	Employee Engagement	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-105-66000	Website	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-105-66005	Public Relations	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
Department: 105 - Communications Total:		42,000.00	42,000.00	19,850.84	19,850.84	22,149.16	52.74%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	6,300.93	6,300.93	-6,300.93	0.00 %
100-106-61000	Health Insurance	0.00	0.00	529.54	529.54	-529.54	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	33.70	33.70	-33.70	0.00 %
100-106-61002	Medicare	0.00	0.00	91.19	91.19	-91.19	0.00 %
100-106-61003	Social Security	0.00	0.00	389.89	389.89	-389.89	0.00 %
100-106-61006	TMRS	0.00	0.00	371.76	371.76	-371.76	0.00 %
100-106-64001	Office IT Equipment & Support	117,329.00	117,329.00	110.00	110.00	117,219.00	99.91 %
100-106-64002	Software	301,251.76	301,251.76	8,611.08	8,611.08	292,640.68	97.14 %
100-106-65000	Network/Phone	85,221.64	85,221.64	2,329.18	2,329.18	82,892.46	97.27 %
Department: 106 - IT Total:		503,802.40	503,802.40	18,767.27	18,767.27	485,035.13	96.27%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	19,606.81	19,606.81	-19,606.81	0.00 %
100-107-60002	Overtime	0.00	0.00	44.18	44.18	-44.18	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,547.90	1,547.90	-1,547.90	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	101.10	101.10	-101.10	0.00 %
100-107-61002	Medicare	0.00	0.00	258.40	258.40	-258.40	0.00 %
100-107-61003	Social Security	0.00	0.00	1,104.85	1,104.85	-1,104.85	0.00 %
100-107-61006	TMRS	0.00	0.00	1,159.40	1,159.40	-1,159.40	0.00 %
100-107-62001	Financial Services	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00 %
100-107-67000	TML Liability Insurance	33,908.00	33,908.00	0.00	0.00	33,908.00	100.00 %
100-107-67001	TML Property Insurance	67,191.00	67,191.00	0.00	0.00	67,191.00	100.00 %
100-107-67002	TML Workmen's Comp Insurance	42,497.00	42,497.00	0.00	0.00	42,497.00	100.00 %
100-107-80004	Series 2024	486,041.67	486,041.67	0.00	0.00	486,041.67	100.00 %
100-107-80005	Series 2025	865,000.00	865,000.00	0.00	0.00	865,000.00	100.00 %
100-107-90003	Transfer to Wastewater Utility Fund	900,000.00	900,000.00	153,563.59	153,563.59	746,436.41	82.94 %
100-107-90004	SPA & ECO D Transfers	259,200.00	259,200.00	17,334.39	17,334.39	241,865.61	93.31 %
Department: 107 - Finance Total:		2,691,337.67	2,691,337.67	194,720.62	194,720.62	2,496,617.05	92.76%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	12,418.45	12,418.45	-12,418.45	0.00 %
100-200-60002	Overtime	0.00	0.00	151.66	151.66	-151.66	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,048.28	1,048.28	-1,048.28	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	67.40	67.40	-67.40	0.00 %
100-200-61002	Medicare	0.00	0.00	175.46	175.46	-175.46	0.00 %
100-200-61003	Social Security	0.00	0.00	750.24	750.24	-750.24	0.00 %
100-200-61006	TMRS	0.00	0.00	741.64	741.64	-741.64	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	29,500.00	29,500.00	0.00	0.00	29,500.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-200-62010	Miscellaneous Consultant	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Department: 200 - Planning & Development Total:		134,500.00	134,500.00	15,353.13	15,353.13	119,146.87	88.59%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	37,253.70	37,253.70	-37,253.70	0.00 %
100-201-60002	Overtime	0.00	0.00	1,791.02	1,791.02	-1,791.02	0.00 %
100-201-61000	Health Insurance	0.00	0.00	4,084.42	4,084.42	-4,084.42	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	269.60	269.60	-269.60	0.00 %
100-201-61002	Medicare	0.00	0.00	542.52	542.52	-542.52	0.00 %
100-201-61003	Social Security	0.00	0.00	2,319.73	2,319.73	-2,319.73	0.00 %
100-201-61004	Unemployment	0.00	0.00	11.46	11.46	-11.46	0.00 %
100-201-61006	TMRS	0.00	0.00	2,303.62	2,303.62	-2,303.62	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	0.00	0.00	750,000.00	100.00 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
Department: 201 - Building Total:		792,000.00	792,000.00	48,576.07	48,576.07	743,423.93	93.87%
Department: 300 - Wastewater							
100-300-71001	Transportation Improvement Proje	790,000.00	790,000.00	0.00	0.00	790,000.00	100.00 %
Department: 300 - Wastewater Total:		790,000.00	790,000.00	0.00	0.00	790,000.00	100.00%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	38,455.32	38,455.32	-38,455.32	0.00 %
100-304-60002	Overtime	0.00	0.00	895.82	895.82	-895.82	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	800.00	-800.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	4,573.84	4,573.84	-4,573.84	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	303.30	303.30	-303.30	0.00 %
100-304-61002	Medicare	0.00	0.00	571.25	571.25	-571.25	0.00 %
100-304-61003	Social Security	0.00	0.00	2,442.55	2,442.55	-2,442.55	0.00 %
100-304-61006	TMRS	0.00	0.00	2,368.91	2,368.91	-2,368.91	0.00 %
100-304-63000	Office Maintenance/Repairs	36,880.00	36,880.00	0.00	0.00	36,880.00	100.00 %
100-304-63001	Equipment Maintenance	17,750.00	17,750.00	0.00	0.00	17,750.00	100.00 %
100-304-63002	Fleet Maintenance	103,675.00	103,675.00	0.00	0.00	103,675.00	100.00 %
100-304-63008	Stephenson Building & Lawn Maint	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-304-63009	Street/ROW Maintenance	215,075.00	215,075.00	0.00	0.00	215,075.00	100.00 %
100-304-64003	Uniforms	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00 %
100-304-64006	Fleet Acquisition	50,000.00	50,000.00	44,667.00	44,667.00	5,333.00	10.67 %
100-304-64009	Maintenance Equipment	115,500.00	115,500.00	0.00	0.00	115,500.00	100.00 %
100-304-64010	Maintenance Supplies	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-304-65001	Street Electricity	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-304-65002	City Streets Water	4,000.00	4,000.00	286.15	286.15	3,713.85	92.85 %
100-304-65003	Office Electricity	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-304-65004	Office Water	750.00	750.00	222.14	222.14	527.86	70.38 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-304-65006	Stephenson Water	800.00	800.00	64.06	64.06	735.94	91.99 %
100-304-65015	Downtown Restroom Electric	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-65021	Downtown Restroom Water	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-71003	City Hall Improvements	1,100,000.00	1,100,000.00	29,185.20	29,185.20	1,070,814.80	97.35 %
Department: 304 - Maintenance Total:		1,706,430.00	1,706,430.00	124,835.54	124,835.54	1,581,594.46	92.68%
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	25,651.95	25,651.95	-25,651.95	0.00 %
100-400-60001	Part-time Employees	16,840.00	16,840.00	0.00	0.00	16,840.00	100.00 %
100-400-60002	Overtime	0.00	0.00	235.89	235.89	-235.89	0.00 %
100-400-60003	On Call Pay	0.00	0.00	200.00	200.00	-200.00	0.00 %
100-400-60005	Camp Staff	0.00	0.00	1,403.61	1,403.61	-1,403.61	0.00 %
100-400-61000	Health Insurance	0.00	0.00	1,068.27	1,068.27	-1,068.27	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	101.35	101.35	-101.35	0.00 %
100-400-61002	Medicare	0.00	0.00	397.20	397.20	-397.20	0.00 %
100-400-61003	Social Security	0.00	0.00	1,698.34	1,698.34	-1,698.34	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-61004	Unemployment	0.00	0.00	22.44	22.44	-22.44	0.00 %
100-400-61006	TMRS	0.00	0.00	1,310.64	1,310.64	-1,310.64	0.00 %
100-400-63004	Dues, Fees & Subscriptions	2,725.00	2,725.00	0.00	0.00	2,725.00	100.00 %
100-400-63013	General Parks Maintenance	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
100-400-63015	Founders Park/Pool Maintenance	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00 %
100-400-63016	Sports & Rec Park Maintenance	43,500.00	43,500.00	0.00	0.00	43,500.00	100.00 %
100-400-63017	Charro Ranch Park Maintenance	26,150.00	26,150.00	0.00	0.00	26,150.00	100.00 %
100-400-63018	Triangle/Veterans Park Maintenan	5,700.00	5,700.00	0.00	0.00	5,700.00	100.00 %
100-400-63036	Skate Park Maintenance	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-400-64005	Equipment Rental	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-64011	Park Supplies	19,600.00	19,600.00	0.00	0.00	19,600.00	100.00 %
100-400-64012	Charro Ranch Supplies	1,050.00	1,050.00	0.00	0.00	1,050.00	100.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
100-400-64015	Park Program & Event Supplies	10,950.00	10,950.00	0.00	0.00	10,950.00	100.00 %
100-400-64033	Rathgeber Supplies	1,504.00	1,504.00	0.00	0.00	1,504.00	100.00 %
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00	100.00 %
100-400-65007	Portable Toilets	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-65010	Triangle Water	500.00	500.00	35.18	35.18	464.82	92.96 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	2,351.04	2,351.04	10,648.96	81.92 %
100-400-65012	Sports & Rec Park Electricy	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-400-66001	Advertising	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
100-400-70003	Other Expenses	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-400-71004	All Parks Improvements	247,000.00	247,000.00	0.00	0.00	247,000.00	100.00 %
100-400-71005	Founders Park/Pool Improvmts	175,000.00	175,000.00	0.00	0.00	175,000.00	100.00 %
100-400-71006	Sports & Rec Park Improvements	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
100-400-71009	Triangle Improvements	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-71012	Skate Park Improvements	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		765,987.00	765,987.00	34,475.91	34,475.91	731,511.09	95.50%
Department: 401 - DSRP							
100-401-60000	Regular Employees	293,829.00	293,829.00	41,300.98	41,300.98	252,528.02	85.94 %
100-401-60002	Overtime	0.00	0.00	511.25	511.25	-511.25	0.00 %
100-401-60003	On Call Pay	0.00	0.00	600.00	600.00	-600.00	0.00 %
100-401-61000	Health Insurance	35,267.45	35,267.45	4,587.35	4,587.35	30,680.10	86.99 %
100-401-61001	Dental Insurance	0.00	0.00	303.05	303.05	-303.05	0.00 %
100-401-61002	Medicare	0.00	0.00	587.67	587.67	-587.67	0.00 %
100-401-61003	Social Security	0.00	0.00	2,512.84	2,512.84	-2,512.84	0.00 %
100-401-61005	Federal Withholding	17,049.43	17,049.43	0.00	0.00	17,049.43	100.00 %
100-401-61006	TMRS	23,737.92	23,737.92	2,502.32	2,502.32	21,235.60	89.46 %
100-401-63023	General Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
Department: 401 - DSRP Total:		386,883.80	386,883.80	52,905.46	52,905.46	333,978.34	86.33%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	5,150.00	5,150.00	-5,150.00	0.00 %
100-402-60007	Aquatic Staff	126,813.64	126,813.64	0.00	0.00	126,813.64	100.00 %
100-402-61000	Health Insurance	0.00	0.00	511.94	511.94	-511.94	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	33.70	33.70	-33.70	0.00 %
100-402-61002	Medicare	0.00	0.00	74.12	74.12	-74.12	0.00 %
100-402-61003	Social Security	0.00	0.00	316.90	316.90	-316.90	0.00 %
100-402-61006	TMRS	0.00	0.00	303.85	303.85	-303.85	0.00 %
100-402-63015	Founders Park/Pool Maintenance	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00 %
100-402-64013	Pool Supplies	26,200.00	26,200.00	0.00	0.00	26,200.00	100.00 %
100-402-65000	Network/Phone	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-402-65013	FMP Pool/Pavilion Water	5,300.00	5,300.00	418.11	418.11	4,881.89	92.11 %
100-402-65014	FMP Pool/Pavilion Electric	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
100-402-65019	Propane/Natural Gas	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-402-71011	Founders Pool Improvements	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 402 - Aquatics Total:		206,313.64	206,313.64	6,808.62	6,808.62	199,505.02	96.70%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	18,500.00	18,500.00	0.00	0.00	18,500.00	100.00 %
100-404-63038	FD Transportation	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00 %
100-404-64016	FD Event Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-404-64017	FD Event Tent, Table, & Chairs	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-404-64018	FD Barricades	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00 %
100-404-65007	Portable Toilets	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-404-65016	FD Electricity	2,225.00	2,225.00	0.00	0.00	2,225.00	100.00 %
100-404-66008	FD Parade	500.00	500.00	0.00	0.00	500.00	100.00 %
100-404-66009	FD Publicity	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00 %
100-404-66010	Events, Entertainment & Activities	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
100-404-66012	FD Sponsorship	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
100-404-68005	FD Security	38,000.00	38,000.00	0.00	0.00	38,000.00	100.00 %
100-404-68006	FD Health, Safety & Lighting	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00 %
Department: 404 - Founders Day Total:		156,625.00	156,625.00	0.00	0.00	156,625.00	100.00%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	6,256.54	6,256.54	-6,256.54	0.00 %
100-500-61000	Health Insurance	0.00	0.00	17.57	17.57	-17.57	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	33.70	33.70	-33.70	0.00 %
100-500-61002	Medicare	0.00	0.00	89.96	89.96	-89.96	0.00 %
100-500-61003	Social Security	0.00	0.00	384.63	384.63	-384.63	0.00 %
100-500-61006	TMRS	0.00	0.00	369.13	369.13	-369.13	0.00 %
100-500-68000	Emergency Management Equip	67,500.00	67,500.00	0.00	0.00	67,500.00	100.00 %
100-500-68001	Emergency Fire & Safety	611.00	611.00	0.00	0.00	611.00	100.00 %
100-500-68002	Emergency Management PR	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-500-68003	Emergency Equipment Maint	12,299.00	12,299.00	960.00	960.00	11,339.00	92.19 %
Department: 500 - Emergency Management Total:		83,410.00	83,410.00	8,111.53	8,111.53	75,298.47	90.28%
Expense Total:		14,707,607.05	14,707,607.05	659,322.76	659,322.76	14,048,284.29	95.52%
Fund: 100 - General Fund Surplus (Deficit):		-2,357,535.51	-2,357,535.51	160,764.53	160,764.53	2,518,300.04	106.82%
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	8,000.00	8,000.00	1,600.00	1,600.00	-6,400.00	80.00 %
200-401-43010	Stall Rental Fees	40,000.00	40,000.00	695.00	695.00	-39,305.00	98.26 %
200-401-43011	RV Site Rental Fees	21,000.00	21,000.00	250.00	250.00	-20,750.00	98.81 %
200-401-43012	Facility Rental Fees	125,000.00	125,000.00	15,950.00	15,950.00	-109,050.00	87.24 %
200-401-43013	Equipment Rental Fees	8,000.00	8,000.00	2,665.00	2,665.00	-5,335.00	66.69 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	400.00	400.00	-3,600.00	90.00 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	3,190.00	3,190.00	-21,810.00	87.24 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	304.00	304.00	-51,971.00	99.42 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	0.00	0.00	-137,100.00	100.00 %
200-401-44006	Riding Series	35,000.00	35,000.00	660.00	660.00	-34,340.00	98.11 %
200-401-44007	Miscellaneous Events	12,000.00	12,000.00	12,874.00	12,874.00	874.00	107.28 %
200-401-44008	Program Fees	53,000.00	53,000.00	80.00	80.00	-52,920.00	99.85 %
200-401-44009	Ice Rink	229,169.00	229,169.00	500.00	500.00	-228,669.00	99.78 %
200-401-44012	Rink Merchandise	500.00	500.00	0.00	0.00	-500.00	100.00 %
200-401-46001	Other Revenues	500.00	500.00	1,462.44	1,462.44	962.44	292.49 %
200-401-46002	Interest	4,500.00	4,500.00	525.63	525.63	-3,974.37	88.32 %
200-401-46006	Merchandise Sales	22,065.20	22,065.20	318.00	318.00	-21,747.20	98.56 %
200-401-46015	Concessions	0.00	0.00	116.52	116.52	116.52	0.00 %
200-401-47005	Transfer from HOT Fund	330,000.00	330,000.00	0.00	0.00	-330,000.00	100.00 %
Department: 401 - DSRP Total:		1,107,109.20	1,107,109.20	41,590.59	41,590.59	-1,065,518.61	96.24%
Revenue Total:		1,107,109.20	1,107,109.20	41,590.59	41,590.59	-1,065,518.61	96.24%
Expense							
Department: 400 - Parks & Recreation							
200-400-63035	Ranch House Maintenance	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%
	Department: 401 - DSRP						
200-401-60005	Camp Staff	154,246.48	154,246.48	0.00	0.00	154,246.48	100.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	1,387.00	1,387.00	-1,387.00	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
200-401-63002	Fleet Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
200-401-63004	Dues, Fees & Subscriptions	5,127.50	5,127.50	39.70	39.70	5,087.80	99.23 %
200-401-63023	General Maintenance	170,730.00	170,730.00	0.00	0.00	170,730.00	100.00 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
200-401-63028	Lift Station Maintenance	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
200-401-64001	IT Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
200-401-64003	Uniforms	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
200-401-64005	Equipment Rental	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
200-401-64021	Merchandise	17,065.20	17,065.20	0.00	0.00	17,065.20	100.00 %
200-401-64023	Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
200-401-64027	Coyote Camp	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
200-401-64028	Riding Series	28,000.00	28,000.00	4,100.00	4,100.00	23,900.00	85.36 %
200-401-64029	Miscellaneous Events	700.00	700.00	0.00	0.00	700.00	100.00 %
200-401-64030	Programing	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
200-401-64031	Concert Series	229,169.00	229,169.00	0.00	0.00	229,169.00	100.00 %
200-401-65000	Network/Phone	9,414.00	9,414.00	0.00	0.00	9,414.00	100.00 %
200-401-65005	Water	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
200-401-65007	Portable Toilets	960.00	960.00	0.00	0.00	960.00	100.00 %
200-401-65008	Alarm	13,317.24	13,317.24	0.00	0.00	13,317.24	100.00 %
200-401-65017	Electricity	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
200-401-66001	Advertising	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
200-401-70003	Other Expenses	10,000.00	10,000.00	5,766.11	5,766.11	4,233.89	42.34 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-71008	DSRP Improvements	320,000.00	320,000.00	0.00	0.00	320,000.00	100.00 %
200-401-90013	Transfer to Vehicle Replacement Fu	31,906.08	31,906.08	0.00	0.00	31,906.08	100.00 %
	Department: 401 - DSRP Total:	1,215,585.50	1,215,585.50	11,292.81	11,292.81	1,204,292.69	99.07%
	Expense Total:	1,221,585.50	1,221,585.50	11,292.81	11,292.81	1,210,292.69	99.08%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-114,476.30	-114,476.30	30,297.78	30,297.78	144,774.08	126.47%
	Fund: 400 - Utilities						
	Revenue						
	Department: 300 - Wastewater						
400-300-43018	Wastewater Service Fees	1,672,883.25	1,672,883.25	140,196.86	140,196.86	-1,532,686.39	91.62 %
400-300-43020	Late Fees	9,000.00	9,000.00	1,149.81	1,149.81	-7,850.19	87.22 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	3,500.00	3,500.00	-1,500.00	30.00 %
400-300-43024	Over Use Fees	0.00	0.00	13,007.12	13,007.12	13,007.12	0.00 %
400-300-43025	Reuse Fees	0.00	0.00	-8,488.49	-8,488.49	-8,488.49	0.00 %
400-300-43047	Temporary Wastewater Service - Ca	0.00	0.00	440.00	440.00	440.00	0.00 %
400-300-43048	Reclaimed Water Use Fee	0.00	0.00	32.50	32.50	32.50	0.00 %
400-300-47009	Sales Tax	0.00	0.00	79,529.40	79,529.40	79,529.40	0.00 %
	Department: 300 - Wastewater Total:	1,686,883.25	1,686,883.25	229,367.20	229,367.20	-1,457,516.05	86.40%
	Department: 301 - Water						
400-301-43020	Late Fees	0.00	0.00	25.17	25.17	25.17	0.00 %
400-301-43038	Meter Set Fees	3,000.00	3,000.00	400.00	400.00	-2,600.00	86.67 %
400-301-43040	Water Base Rate	40,000.00	40,000.00	6,505.55	6,505.55	-33,494.45	83.74 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-301-43041	Water Usage	200,000.00	200,000.00	38,730.16	38,730.16	-161,269.84	80.63 %
400-301-43043	Equipment Fee	8,000.00	8,000.00	2,553.00	2,553.00	-5,447.00	68.09 %
400-301-43044	Inspection Fees	1,000.00	1,000.00	400.00	400.00	-600.00	60.00 %
Department: 301 - Water Total:		252,000.00	252,000.00	48,613.88	48,613.88	-203,386.12	80.71%
Department: 320 - Development/Capital							
400-320-41001	PEC	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
400-320-41002	ROW Fees	3,500.00	3,500.00	25.74	25.74	-3,474.26	99.26 %
400-320-41003	Cable Franchise Fee	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
400-320-41004	Texas Gas Franchise Fee	4,250.00	4,250.00	0.00	0.00	-4,250.00	100.00 %
400-320-43024	Overuse Fees	221,841.43	221,841.43	0.00	0.00	-221,841.43	100.00 %
400-320-46001	Other Revenues	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00 %
400-320-46002	Interest	180,000.00	180,000.00	20,072.37	20,072.37	-159,927.63	88.85 %
400-320-47009	Sales Tax	900,000.00	900,000.00	74,034.19	74,034.19	-825,965.81	91.77 %
Department: 320 - Development/Capital Total:		1,649,591.43	1,649,591.43	94,132.30	94,132.30	-1,555,459.13	94.29%
Department: 330 - TWDB Project							
400-330-47008	Transfer from TWDB	21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00 %
Department: 330 - TWDB Project Total:		21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00%
Revenue Total:		24,593,474.68	24,593,474.68	372,113.38	372,113.38	-24,221,361.30	98.49%
Expense							
Department: 300 - Wastewater							
400-300-63004	Dues, Fees & Subscriptions	0.00	0.00	57.46	57.46	-57.46	0.00 %
400-300-63025	Wastewater Treatment Plant Maint	108,100.00	108,100.00	937.50	937.50	107,162.50	99.13 %
400-300-63026	Routine Operations	95,700.00	95,700.00	0.00	0.00	95,700.00	100.00 %
400-300-63027	Operations Non Routine	94,400.00	94,400.00	0.00	0.00	94,400.00	100.00 %
400-300-63028	Lift Station Maintenance	81,000.00	81,000.00	0.00	0.00	81,000.00	100.00 %
400-300-63029	Sanitary Sewer Line Maintenance	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
400-300-63030	Drip Field Maintenance	41,000.00	41,000.00	0.00	0.00	41,000.00	100.00 %
400-300-63031	Sludge Hauling	165,000.00	165,000.00	0.00	0.00	165,000.00	100.00 %
400-300-64022	Chemicals	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00 %
400-300-65017	Electric	88,000.00	88,000.00	0.00	0.00	88,000.00	100.00 %
400-300-70003	Other Expenses	0.00	0.00	9,659.59	9,659.59	-9,659.59	0.00 %
400-300-90013	Transfer to Vehicle Replacement Fu	50,545.02	50,545.02	0.00	0.00	50,545.02	100.00 %
Department: 300 - Wastewater Total:		820,245.02	820,245.02	10,654.55	10,654.55	809,590.47	98.70%
Department: 301 - Water							
400-301-63026	Routine Operations	27,500.00	27,500.00	0.00	0.00	27,500.00	100.00 %
400-301-63027	Operations Non Routine	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
400-301-63032	Water Line Maintenance & Repair	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
400-301-64040	Water Meters	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
Department: 301 - Water Total:		127,500.00	127,500.00	0.00	0.00	127,500.00	100.00%
Department: 310 - Utility Operations							
400-310-60000	Regular Employees	711,493.20	711,493.20	40,831.63	40,831.63	670,661.57	94.26 %
400-310-60002	Overtime	48,672.00	48,672.00	1,524.67	1,524.67	47,147.33	96.87 %
400-310-60003	On Call Pay	26,000.00	26,000.00	1,200.00	1,200.00	24,800.00	95.38 %
400-310-61000	Health Insurance	70,133.37	70,133.37	4,591.97	4,591.97	65,541.40	93.45 %
400-310-61001	Dental Insurance	0.00	0.00	303.30	303.30	-303.30	0.00 %
400-310-61002	Medicare	0.00	0.00	616.55	616.55	-616.55	0.00 %
400-310-61004	Unemployment	0.00	0.00	57.80	57.80	-57.80	0.00 %
400-310-61005	Federal Withholding	53,169.15	53,169.15	0.00	0.00	53,169.15	100.00 %
400-310-61006	TMRS	40,977.10	40,977.10	2,569.84	2,569.84	38,407.26	93.73 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Counsel and Consultants	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
400-310-62020	Lab Testing	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
400-310-63001	Equipment Maintenance	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
400-310-63002	Fleet Maintenance	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
400-310-63005	Training/Continuing Education	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-310-63034	Utility Operations	69,000.00	69,000.00	23,880.00	23,880.00	45,120.00	65.39 %

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
400-310-63041	SCADA	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
400-310-64001	IT Equipment & Support	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
400-310-64002	Software	7,000.00	7,000.00	68.25	68.25	6,931.75	99.03 %
400-310-64003	Uniforms	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
400-310-64006	Fleet Acquisition	50,000.00	50,000.00	42,217.00	42,217.00	7,783.00	15.57 %
400-310-64008	Fuel	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
400-310-64010	Supplies	59,500.00	59,500.00	0.00	0.00	59,500.00	100.00 %
400-310-64023	Equipment	320,000.00	320,000.00	0.00	0.00	320,000.00	100.00 %
400-310-65000	Network/Phone	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
Department: 310 - Utility Operations Total:		1,716,944.82	1,716,944.82	117,861.01	117,861.01	1,599,083.81	93.14%
Department: 311 - Arrowhead Wastewater Plant							
400-311-63025	Arrowhead - Wastewater Treatment	21,250.00	21,250.00	0.00	0.00	21,250.00	100.00 %
400-311-63026	Arrowhead - Routine Operations	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00 %
400-311-63027	Arrowhead - Non-Routine Operatio	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00 %
400-311-63028	Arrowhead - Lift Station Maintenanc	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
400-311-63030	Arrowhead - Drip Field Maintenanc	52,000.00	52,000.00	0.00	0.00	52,000.00	100.00 %
400-311-63031	Arrowhead - Sludge Hauling	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
400-311-64022	Arrowhead - Chemicals	14,300.00	14,300.00	0.00	0.00	14,300.00	100.00 %
400-311-65017	Arrowhead - Electricity	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
400-311-71000	Arrowhead - Capital Projects	0.00	0.00	1,338.12	1,338.12	-1,338.12	0.00 %
400-311-71013	Arrowhead Plant Lease	286,560.00	286,560.00	0.00	0.00	286,560.00	100.00 %
Department: 311 - Arrowhead Wastewater Plant Total:		507,110.00	507,110.00	1,338.12	1,338.12	505,771.88	99.74%
Department: 312 - Big Sky Wastewater Plant							
400-312-63025	Big Sky - Wastewater Treatment Pla	8,700.00	8,700.00	0.00	0.00	8,700.00	100.00 %
400-312-63026	Big Sky - Routine Operations	23,250.00	23,250.00	0.00	0.00	23,250.00	100.00 %
400-312-63027	Big Sky - Non-Routine Operations	21,450.00	21,450.00	0.00	0.00	21,450.00	100.00 %
400-312-63028	Big Sky - Lift Station Maintenance	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
400-312-63030	Big Sky - Drip Field Maintenance	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-312-63031	Big Sky - Sludge Hauling	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00 %
400-312-64022	Big Sky - Chemicals	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
400-312-65017	Big Sky - Electricity	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
Department: 312 - Big Sky Wastewater Plant Total:		139,400.00	139,400.00	0.00	0.00	139,400.00	100.00%
Department: 320 - Development/Capital							
400-320-62002	Engineering and Surveying	762,500.00	762,500.00	0.00	0.00	762,500.00	100.00 %
400-320-71000	Capital Projects	2,600,000.00	2,600,000.00	0.00	0.00	2,600,000.00	100.00 %
Department: 320 - Development/Capital Total:		3,362,500.00	3,362,500.00	0.00	0.00	3,362,500.00	100.00%
Department: 330 - TWDB Project							
400-330-72001	TWDB Capital Projects	20,500,000.00	20,500,000.00	0.00	0.00	20,500,000.00	100.00 %
400-330-72002	TWDB Engineering and Surveying	405,000.00	405,000.00	0.00	0.00	405,000.00	100.00 %
400-330-72004	TWDB - Consultants and Legal	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
Department: 330 - TWDB Project Total:		21,005,000.00	21,005,000.00	0.00	0.00	21,005,000.00	100.00%
Expense Total:		27,678,699.84	27,678,699.84	129,853.68	129,853.68	27,548,846.16	99.53%
Fund: 400 - Utilities Surplus (Deficit):		-3,085,225.16	-3,085,225.16	242,259.70	242,259.70	3,327,484.86	107.85%
Report Surplus (Deficit):		-5,557,236.97	-5,557,236.97	433,322.01	433,322.01	5,990,558.98	107.80%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	9,656,856.54	9,656,856.54	631,415.81	631,415.81	-9,025,440.73	93.46%
200 - Planning & Development	835,100.00	835,100.00	25,150.78	25,150.78	-809,949.22	96.99%
201 - Building	1,550,000.00	1,550,000.00	163,005.70	163,005.70	-1,386,994.30	89.48%
400 - Parks & Recreation	107,800.00	107,800.00	515.00	515.00	-107,285.00	99.52%
402 - Aquatics	62,985.00	62,985.00	0.00	0.00	-62,985.00	100.00%
404 - Founders Day	137,330.00	137,330.00	0.00	0.00	-137,330.00	100.00%
Revenue Total:	12,350,071.54	12,350,071.54	820,087.29	820,087.29	-11,529,984.25	93.36%
Expense						
000 - Undesignated	6,328,916.07	6,328,916.07	48,217.44	48,217.44	6,280,698.63	99.24%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00%
101 - City Administrators Office	0.00	0.00	47,209.26	47,209.26	-47,209.26	0.00%
102 - City Secretary	20,901.47	20,901.47	13,791.01	13,791.01	7,110.46	34.02%
103 - Courts	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00%
104 - City Attorney	66,000.00	66,000.00	25,700.06	25,700.06	40,299.94	61.06%
105 - Communications	42,000.00	42,000.00	19,850.84	19,850.84	22,149.16	52.74%
106 - IT	503,802.40	503,802.40	18,767.27	18,767.27	485,035.13	96.27%
107 - Finance	2,691,337.67	2,691,337.67	194,720.62	194,720.62	2,496,617.05	92.76%
200 - Planning & Development	134,500.00	134,500.00	15,353.13	15,353.13	119,146.87	88.59%
201 - Building	792,000.00	792,000.00	48,576.07	48,576.07	743,423.93	93.87%
300 - Wastewater	790,000.00	790,000.00	0.00	0.00	790,000.00	100.00%
304 - Maintenance	1,706,430.00	1,706,430.00	124,835.54	124,835.54	1,581,594.46	92.68%
400 - Parks & Recreation	765,987.00	765,987.00	34,475.91	34,475.91	731,511.09	95.50%
401 - DSRP	386,883.80	386,883.80	52,905.46	52,905.46	333,978.34	86.33%
402 - Aquatics	206,313.64	206,313.64	6,808.62	6,808.62	199,505.02	96.70%
404 - Founders Day	156,625.00	156,625.00	0.00	0.00	156,625.00	100.00%
500 - Emergency Management	83,410.00	83,410.00	8,111.53	8,111.53	75,298.47	90.28%
Expense Total:	14,707,607.05	14,707,607.05	659,322.76	659,322.76	14,048,284.29	95.52%
Fund: 100 - General Fund Surplus (Deficit):	-2,357,535.51	-2,357,535.51	160,764.53	160,764.53	2,518,300.04	106.82%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,107,109.20	1,107,109.20	41,590.59	41,590.59	-1,065,518.61	96.24%
Revenue Total:	1,107,109.20	1,107,109.20	41,590.59	41,590.59	-1,065,518.61	96.24%
Expense						
400 - Parks & Recreation	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%
401 - DSRP	1,215,585.50	1,215,585.50	11,292.81	11,292.81	1,204,292.69	99.07%
Expense Total:	1,221,585.50	1,221,585.50	11,292.81	11,292.81	1,210,292.69	99.08%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-114,476.30	-114,476.30	30,297.78	30,297.78	144,774.08	126.47%
Fund: 400 - Utilities						
Revenue						
300 - Wastewater	1,686,883.25	1,686,883.25	229,367.20	229,367.20	-1,457,516.05	86.40%
301 - Water	252,000.00	252,000.00	48,613.88	48,613.88	-203,386.12	80.71%
320 - Development/Capital	1,649,591.43	1,649,591.43	94,132.30	94,132.30	-1,555,459.13	94.29%
330 - TWDB Project	21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00%
Revenue Total:	24,593,474.68	24,593,474.68	372,113.38	372,113.38	-24,221,361.30	98.49%
Expense						
300 - Wastewater	820,245.02	820,245.02	10,654.55	10,654.55	809,590.47	98.70%
301 - Water	127,500.00	127,500.00	0.00	0.00	127,500.00	100.00%
310 - Utility Operations	1,716,944.82	1,716,944.82	117,861.01	117,861.01	1,599,083.81	93.14%
311 - Arrowhead Wastewater Plant	507,110.00	507,110.00	1,338.12	1,338.12	505,771.88	99.74%
312 - Big Sky Wastewater Plant	139,400.00	139,400.00	0.00	0.00	139,400.00	100.00%
320 - Development/Capital	3,362,500.00	3,362,500.00	0.00	0.00	3,362,500.00	100.00%
330 - TWDB Project	21,005,000.00	21,005,000.00	0.00	0.00	21,005,000.00	100.00%

Budget Report

For Fiscal: FY 2024-2025 Period Ending: Item 7. 4

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	27,678,699.84	27,678,699.84	129,853.68	129,853.68	27,548,846.16	99.53%
Fund: 400 - Utilities Surplus (Deficit):	-3,085,225.16	-3,085,225.16	242,259.70	242,259.70	3,327,484.86	107.85%
Report Surplus (Deficit):	-5,557,236.97	-5,557,236.97	433,322.01	433,322.01	5,990,558.98	107.80%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-2,357,535.51	-2,357,535.51	160,764.53	160,764.53	2,518,300.04
200 - Dripping Springs Ranch Park	-114,476.30	-114,476.30	30,297.78	30,297.78	144,774.08
400 - Utilities	-3,085,225.16	-3,085,225.16	242,259.70	242,259.70	3,327,484.86
Report Surplus (Deficit):	-5,557,236.97	-5,557,236.97	433,322.01	433,322.01	5,990,558.98



City Council Planning Department Staff Report

City Council Meeting: November 19, 2024
Project No: ZA2024-005
Project Planner: Tory Carpenter, AICP – Planning Director

Item Details

Project Name: 215 Old Fitzhugh Road
Property Location: 215 Old Fitzhugh Road
Legal Description: 1.789 acres out of the P.A. Smith Survey
Applicant: Carole Crumley
Property Owners: 215 Old Fitzhugh Ltd Partnership
Request: Zoning Amendment from Single Family (SF-1) & Commercial Services (CS) to General Retail (GR)
Recommendation: Staff recommends approval of the zoning amendment.



Overview

The property is zoned Commercial Services (CS) and Single Family (SF-1). The applicant is requesting a zoning amendment for the entire property to General Retail (GR). The application indicates that proposed uses include office, retail, or a restaurant. Given that CS allows for a broader range of commercial uses than GR, a portion of this zoning amendment would be considered a reduction in the zoning classification.

The property is within the Old Fitzhugh Historic District and any exterior improvements to the site or building will require approval from the Historic Preservation Commission. Also, note that only uses which are permitted in GR and the Historic Overlay would be permitted on the site.

Per Ch. 30 Exhibit A

- **SF-1 – Single-family residential district—Low density:** *The SF-1, single-family residential district is intended to provide for development of low-density, detached, single-family residences on lots of at least one acre in size.*
- **CS – Commercial Services:** *The commercial services (CS) district is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding and contractors shops, plumbing shops, automotive repair or painting services, upholstery shops, and other similar commercial uses. Uses in this district may utilize open storage areas that are screened from public view. The uses envisioned for the district will typically utilize small sites and have operational characteristics that are generally not compatible with residential uses and most other types of nonresidential uses within the city.*

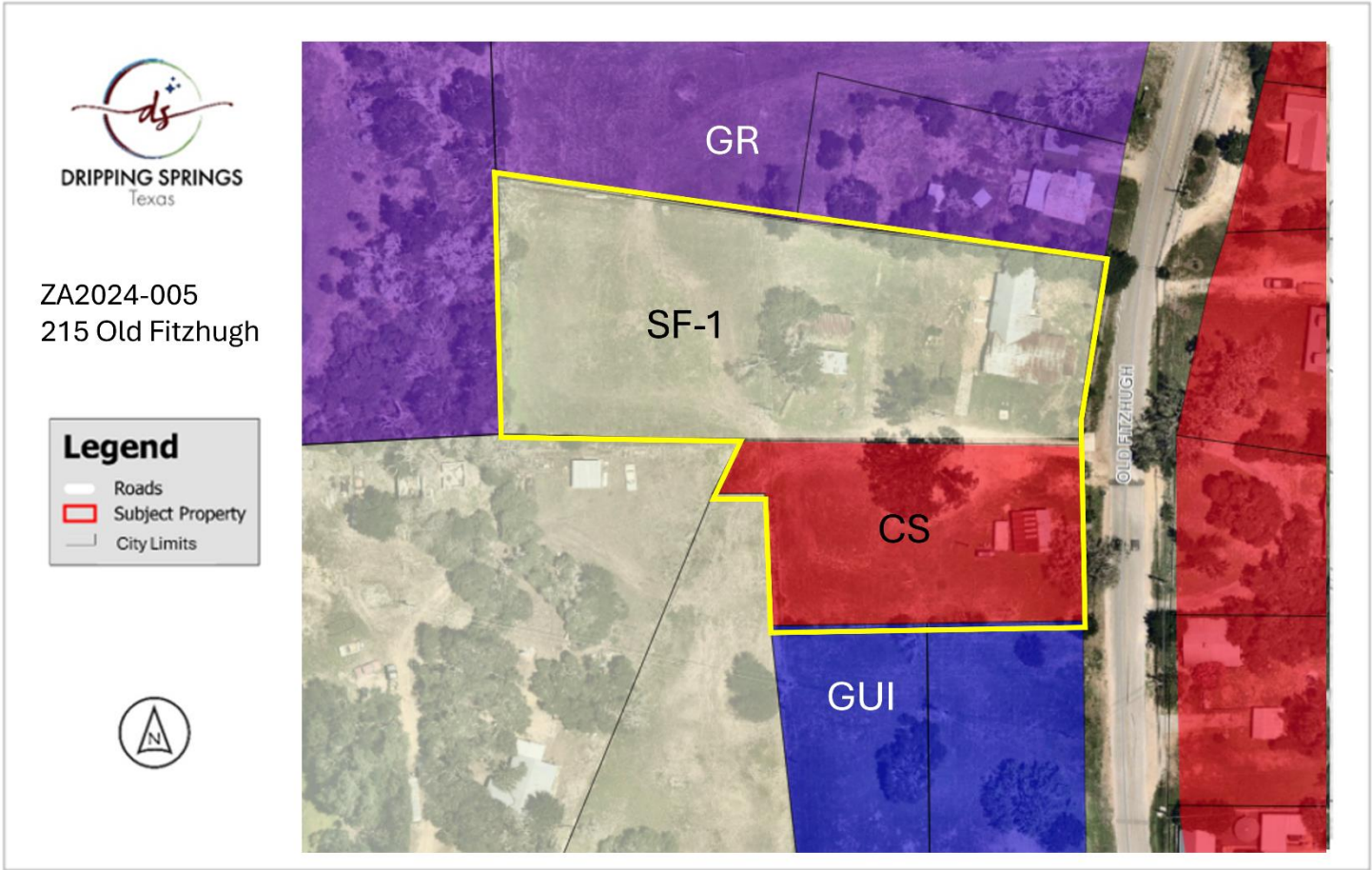
The applicant is requesting a zoning amendment to “LR”

- **GR – General Retail:** *The GR, general retail district is established to provide areas for retail facilities that are larger than those generally located in the local retail district, such as large grocery stores, book stores, and the like. Hotel/motel uses, community scale retail, and bed-and-breakfasts are permitted within general retail districts. Office uses, commercial services, and industrial uses shall not be permitted.*

Analysis

	SF-1	GR	Differences between SF-1 & GR
Max Height	2.5 stories / 40 feet	2 stories / 40 feet	None
Min. Lot Size	1 acre	20,000 square feet	0.54 acres less
Min. Lot Width	Unregulated	100 feet	50 feet more
Min. Lot Depth	Unregulated	150 feet	150 feet more
Min. Front/Side/Rear Yard Setbacks	25 feet / 15 feet / 25 feet	25 feet / 25 feet / 25 feet	0 feet / 10 feet / 0 feet more
Impervious Cover	30%	60%	30% more

Surrounding Properties



Direction	Zoning District	Existing Use	Future Land Use
North	GR	Residence	N/A
East	CS	Single Family	
South	GUI	City-Owned	
West	GR	Residence	

Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)

2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	This zoning change is consistent with existing development in the area, particularly with other properties on the west side of Old Fitzhugh Rd.
2. their relationship to the general area and the City as a whole;	The zoning district would allow for various office and light retail uses.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	There are plans to improve old Fitzhugh Road to improve pedestrian amenities. Retail uses are consistent with this plan.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This request would not make other land unavailable for development.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	There have not been recent requests for General Retail in this area.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	Approval of this request would into impact other similar commercial development.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this request would not treat the subject parcel differently from other similarly situation parcels.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	The rezoning does not negatively affect the public health, safety, morals, or general welfare.

Staff Recommendation

Staff recommends **Approval** of the zoning amendment as presented.

Planning and Zoning action:

2.34.1 *The P&Z shall hold a public hearing on a zoning an amendment to the Zoning Ordinance. After all public input has been received and the public hearing closed, the P&Z shall make its recommendations on the proposed zoning request and concept plan, if submitted, stating its findings, its overall evaluation of the request, and its assessment regarding how the request relates to the City's Comprehensive Plan. The P&Z may, on its own motion or at the applicant's request, defer its decision recommendations until it has had an opportunity to consider other information or proposed modifications to the request which may have a direct bearing thereon. If the P&Z elects to postpone or defer its hearing on the request, such action shall specifically state the time period of the postponement by citing the meeting date whereon the request will reappear on the P&Z's agenda.*

2.34.2 *When the P&Z is ready to act upon the zoning request, it may recommend:*

- (a) *approval of the request as it was submitted by the applicant;*
- (b) *approval of the request subject to certain conditions as in the case of a Planned Development District (PDD) or a Conditional Use Permit (CUP); or*
- (c) *disapproval of the request.*

2.34.3 *The P&Z's recommendation will be automatically forwarded to the City Council for a second public hearing thereon.*

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the zoning map amendment. To date, no letters for or against the request have been received.

Attachments

Exhibit 1 – Zoning Amendment Application

Recommended Action:	Recommend approval of the requested Zoning Amendment
Alternatives/Options:	Recommend denial of the zoning map amendment.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	None as of the date of this report.
Enforcement Issues:	N/A

General Retail & Historic Overlay
 Land Uses
 P – Permitted
 C- Conditional

AGRICULTURE	GR	HO
Small Scale Farm	C	P
Garden (Non-Retail)	P	P
Farm Animals (Exempt - FFA, 4H)	C	P
Farm Animals (Non-Exempt)	C	P
RESIDENTIAL	GR	HO
Accessory Bldg./Structure (Nonresidential)	P	P
Duplex/Two-Family	P	P
Garden Home/Townhome	P	P
Home Occupation	P	P
Living Quarters on Site with a Business	P	P
Multiple-Family Dwelling	P	P
Residential Loft	P	P
Swimming Pool, Private	P	P
OFFICE	GR	HO
Armed Services Recruiting Center	P	P
Insurance Agency Offices	P	P
Offices, General/Professional	P	P

Office, Brokerage Services	P	P
Offices, Health Services	P	P
Offices, Legal Services	P	P
Offices, Professional	P	P
Offices, Real Estate Office	P	P
PERSONAL AND BUSINESS SERVICES	GR	HO*
Antique Shop	P	P
Art Dealer/Gallery	P	P
Artisan's Shop	P	P
Artist Studio	P	P
Bakery or Confectionary (Retail)	P	P
Bar	C	C
Barbershop	P	P
Beauty Shop	P	P
Bed and Breakfast Inn or Facility	P	P
Bicycle Sales and Repair	P	P
Book Store	P	P
Cafeteria	P	P
Computer Sales	P	P

Consignment Shop	P	P
Convenience Store (Without Gas Sales)	P	P
Cooking School	P	P
Dance/Drama/Music Studio or School	P	P
Department Store	P	P
Drapery, Blind Upholstery Store	P	P
Financial Services	P	P
Florist Shop	P	P
Food or Grocery Store (General)	P	P
Food or Grocery Store (Limited)	P	P
Garden Shop (Inside Storage)	P	P
General or Community Retail Store	P	P
Hardware Store	P	P
Live-in Security Quarters	P	P
Market (Public)	P	P
Mobile food vendor - 10 days or less	P	P
Mobile food vendor - longer than 10 days	C	C
Mobile food vendor court	C	C
Motel or Hotel	P	P
Needlework Shop	P	P

Pet Shop/Supplies	P	P
Pharmacy	P	P
Photocopying/Duplicating	P	P
Photography Studio	P	P
Restaurant (No Drive- Through Service)	P	P
Shoe Repair	P	P
Special Event Facilities	C	C
Studio, Tattoo or Body Piercing	C	P
Tailor Shop	P	P
Travel Agency	P	P
Temporary Outdoor Sales/Promotion	P	P
Upholstery Shop	P	P
Used Merchandise/Furniture	P	P
Veterinarian Clinic (Indoor Kennels)	P	P
Woodworking Shop (Ornamental, Handmade)	P	P
TRANSPORTATION AND AUTO SERVICES	GR	HO
Parking Structure, Commercial	C	P
AMUSEMENT/ RECREATION	GR	HO

Amusement Arcade (Four or more devices)	P	P
Amusement Services (Indoor)	P	P
Billiard/Pool Facility	P	P
Bingo Hall	P	P
Bowling Center	P	P
Dance Hall	P	P
Dinner Theater	P	P
Health Club	P	P
Motion-Picture Theater	P	P
Museum	P	P
Park and/or Playground	P	P
Psychic Reading Services	P	P
Theater (Stage)	P	P
Video Rentals/Sales	P	P
INSTITUTIONAL/ GOVERNMENT	GR	HO
Assisted Living Facility	C	P
Child Day-Care Facility	P	P
Church, Religious Assembly	P	P
Civic Club	P	P

Fraternal Lodge or Union	P	P
Medical Clinic or Office	P	P
Home for the Aged, Residential	P	P
Hospice	P	P
Library	P	P
Maternity Home	P	P
Orphanage	P	P
Philanthropic Organization	P	P
Post Office	P	P
School, K Through 12 (public or private)	P	P
Sewage Pumping Station	C	P
Telephone Switching/Exchange Bldg.	C	P
Water Supply (Elevated Storage Tank)	C	P
LIGHT INDUSTRIAL/ MFG.	GR	HO
Contractor's Office (No Outside Storage)	P	P
Contractor's Temporary On-site Office	C	P

**CITY OF DRIPPING SPRINGS
ORDINANCE No. 2024-__**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 1.803 ACRES FROM SINGLE FAMILY (SF-1) AND COMMERCIAL SERVICES (CS) TO GENERAL RETAIL (GR); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote orderly land use and development within the City; and

WHEREAS, the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment “A” and totaling approximately 1.803 acres, from Single Family (SF-1) and Commercial Services (CS) to General Retail (GR); and

WHEREAS, the City Council recognizes changed conditions and circumstances in the particular location; and

WHEREAS, the City Council finds that the zoning change is compatible with the surrounding area and with the City's Zoning Ordinance and Comprehensive Plan; and

WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on October 22, 2024, to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

WHEREAS, after public hearing held by the City Council on November 19, 2024, the City Council voted to approve the proposed amendment; 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, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt this Ordinance.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

One tract of land totaling approximately 1.803 acres and described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned from Single Family (SF-1) and Commercial Services (CS) to General Retail (GR).

3. REPEALER

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

4. SEVERABILITY

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

5. CHANGE ON ZONING MAP

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the ____ day of _____ 2024, by a vote of ____ (eyes) to ____ nays to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

ATTACHMENT "A"

215 Old Fitzhugh Road

Legal Description:

ABS 415 9-2316-02-19 P A SMITH SURVEY 1.789 AC GEO#90401229

ATTACHMENT "B"

1.803 ACRE PROPERTY DEPICTION





DRIPPING SPRINGS
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____

CONTACT INFORMATION

PROPERTY OWNER NAME 215 Old Fitzhugh Ltd Partnership
STREET ADDRESS 350 Dripping Springs Ranch Rd
CITY D.S STATE Tx ZIP CODE 78620
PHONE 512-523-5714 EMAIL [REDACTED]

APPLICANT NAME Carole Cumley
COMPANY 215 Old Fitzhugh Ltd Ptrshp
STREET ADDRESS 350 Dripping Springs Ranch Rd
CITY D.S STATE Tx ZIP CODE 78620
PHONE 512-523-5714 EMAIL [REDACTED]

REASONS FOR AMENDMENT

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE OF LIVING, OR MANNER OF CONDUCTING BUSINESS

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

TO MAKE CHANGES IN ORDER TO IMPLEMENT POLICIES REFLECTED WITHIN THE COMPREHENSIVE PLAN

PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	
PROPERTY ADDRESS	
CURRENT LEGAL DESCRIPTION	
TAX ID#	
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	
REQUESTED ZONING/AMENDMENT TO PDD	
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *
(See attached agreement).

YES (REQUIRED)* YES (VOLUNTARY)* NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.

Voluntary compliance is strongly encouraged by those not required by above criteria (see *Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information*).

PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	215 Old Fitzhugh Ltd Partnership
PROPERTY ADDRESS	215 Old Fitzhugh Rd
CURRENT LEGAL DESCRIPTION	
TAX ID#	R17921
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	JE-1
REQUESTED ZONING/AMENDMENT TO PDD	GR
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Change in use to office, retail, or restaurant
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *
(See attached agreement).

YES (REQUIRED)* YES (VOLUNTARY)* NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver. Voluntary compliance is strongly encouraged by those not required by above criteria *(see Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information).*

ZONING AMENDMENT SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

Applicant Signature

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee-Zoning Amendment or PDD Amendment (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input type="checkbox"/>	PDF/Digital Copies of all submitted Documents
<input type="checkbox"/>	<input type="checkbox"/>	When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input type="checkbox"/>	Concept Plan
<input type="checkbox"/>	<input type="checkbox"/>	Plans
<input type="checkbox"/>	<input type="checkbox"/>	Maps
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevation
<input type="checkbox"/>	<input type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Planned Development District (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Digital Copy of the Proposed Zoning or Planned Development District Amendment

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Carole Cromley is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Carole Cromley
Name

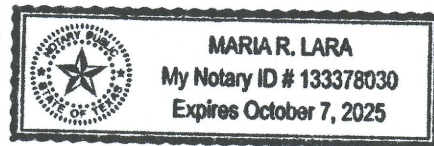
Partner
Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 3 day of September
2024
~~201~~ by Maria R. Lara.

Maria R. Lara
Notary Public, State of Texas

My Commission Expires: October 7, 2025



Carole Cromley
Name of Applicant



City Council Planning Department Staff Report

City Council Meeting: November 19, 2024
Project No: CUP2024-004
Project Planner: Tory Carpenter, AICP – Planning Director

Item Details

Project Name: Thai to-Go Mobile Food Vendor
Property Location: 301 W US 290
Legal Description: Part of lots 4, 5, and 6 Original Town of Dripping springs
Applicant: Tye Casas
Property Owner: William Warren
Request: Conditional Use Permit (CUP) for a Mobile Food Vendor

Approval with the following conditions:

1. The applicant shall receive approval of a Certificate of Appropriateness by the Historic Preservation Commission;
2. Hours of operation are limited to between 8:00am and 10:00pm;
3. Trash receptacles shall be provided for customer use;
4. The Conditional Use Permit shall be reconsidered by City Council within two years of its effective date;
5. The permit shall become effective with the issuance of the building permit;
6. There shall be no amplified music; and
7. Trash must be removed from the food truck site at the end of each business day.
8. The applicant shall provide a formal agreement with Pig Pen, specifying that patrons of the mobile food vendor are permitted to access restroom facilities at Pig Pen.

Staff Recommendation:



Overview

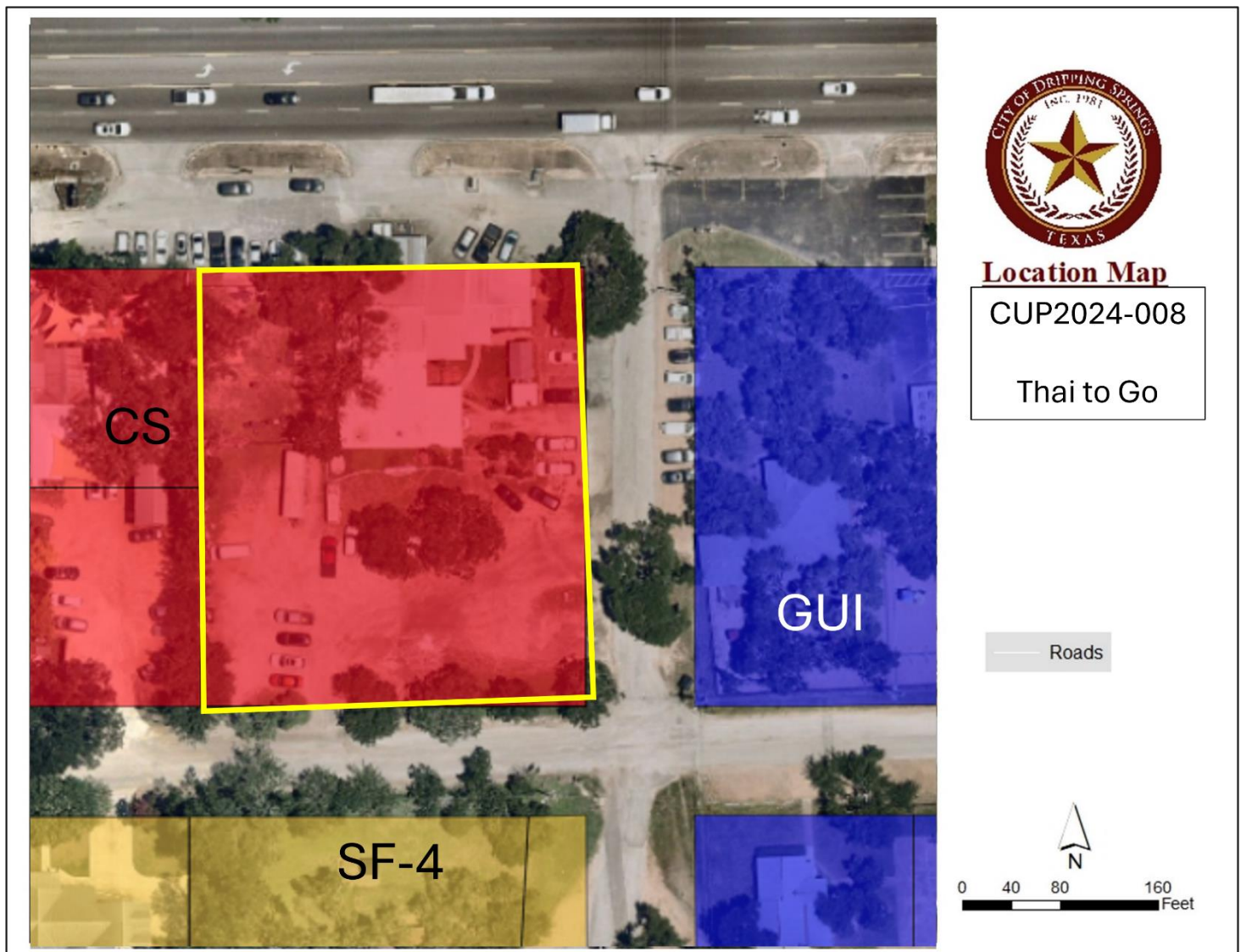
The applicant has submitted a request for a Conditional Use Permit (CUP) to allow a mobile food truck to operate on the site of Pig Pen Barbecue for more than 10 days. The food truck will primarily offer Thai food for to-go orders. However, patrons are permitted to use the outdoor dining area and restroom facilities provided by Pig Pen Barbecue.

The property is located within the Hays Street Historic District, and the applicant has also applied for a Certificate of Appropriateness, which will be considered by the Historic Preservation Commission. Adequate parking is available on-site to support both the existing restaurant and the food truck, with the three additional spaces designated for the mobile food truck as required.

Direction	Setback Code requirement*
Front	10 Feet (10')
Rear	10 (10')
Side	5 (5')

*Setback requirements follow the Hays Street Historic District standards and differ from typical historic requirements.

Surrounding Properties



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services (CS)	Office	Not Identified
East	Government/ Utility/ Institutional (GUI)	Church	
South	Single Family – Duplex (SF-4)	Residence	
West	Commercial Services (CS)	Restaurant	

Approval Criteria for Conditional Use Permit Review (3.17.6-Zoning Ordinance)

Approval Criteria	Staff Comments
1. The proposed use at the specified location is consistent with the policies embodied in the Comprehensive Plan;	The following comprehensive goals support this request: 1. Support expansion of business and professional services and 2. Support Tourism.
2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;	The zoning district is Commercial Services (CS), which permits commercial and retail uses. Mobile food vendors are permitted in the CS zoning district with the approval of a Conditional Use Permit (CUP).
3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;	The applicant meets the standards in Section 5 for parking, health and safety, and the duration of operation, which would be regulated by the CUP. The applicant has also obtained permission from the property owner to utilize existing facilities, such as restrooms and dining areas.
4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following:	A mobile food vendor at this location will provide additional food and beverage options for the area. With the surrounding area being a combination of retail and office uses, staff is not concerned with adverse impacts to adjacent property owners.
a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;	There is adequate access to the property, ensuring both vehicular and pedestrian safety, and no changes are necessary for emergency services access.
b. Off-street parking areas, loading areas, and pavement type;	The site provides the required number of parking spaces, and there are no conflicts anticipated with loading or service areas.

c. Refuse and service areas;	Waste disposal will be handled by the existing restaurant's refuse services.
d. Utilities with reference to location, availability, and compatibility;	The food truck utilizes existing electric utilities on the site. Water and wastewater is self-contained within the trailer.
e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;	The truck will meet the minimum 10' setback requirement. While the truck will be visible from the street, it will need to meet historic preservation guidelines.
f. Control of signs, if any;	Signage will be done with a separate permit and will need to comply with the current sign ordinance in effect. Any variances will require approval.
g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;	The owner shall comply with the lighting ordinance per the mobile food vendor ordinance.
h. Required yards and open space;	Not applicable.
i. Height and bulk of structures;	The mobile food vendor meets height requirements.
j. Hours of operation;	The application did not indicate proposed hours of operation. Staff recommends a condition that hours be limited to between 8:00am and 10:00pm.
k. Exterior construction material, building design, and building facade treatment;	Mobile food vendors do not have to comply with our exterior design ordinance, but they do have to comply with our sign ordinance and historic preservation guidelines.
l. Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and	Not applicable.
m. Provision for pedestrian access/amenities/areas;	Pedestrian access to the site remains safe and convenient with the mobile food truck on-site.
5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity; and,	The mobile food truck will operate in conjunction with an established restaurant, providing additional food options without disrupting the surrounding businesses or residential areas.
6. Noise;	The operation of the food truck is not expected to create excessive noise beyond typical restaurant activity.
7. Odors; and	No concerns noted.
8. Dust.	No concerns noted.

Conditional Use Permit Requirements

The following standards are applicable for all mobile food vendors within the City Limits. Note that the Conditional Use Permit can be approved with conditions that further restrict operations.

1. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
2. Hours of operation are limited to the closing time of 11:00 p.m.
3. The property adheres to all Fire and Life Safety Codes found in the International Fire Code
4. Should the City find the mobile food truck to create health and safety issues due to any reasons, the City Administrator may request that the Applicant remove any vehicle from the site. The Applicant shall comply with the City Administrator’s request.
5. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised by the City Administrator based on either:
 - a. A history of poor code compliance.
 - b. A revision to the Comprehensive Plan that renders the CUP incompatible.
6. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.

The below excerpt of the Code are the procedures that P&Z should take for CUPS.

Chapter 30 Exhibit A Zoning Ordinance Sec 3.17.5 Procedures for CUPS:

- (a) P&Z Recommendation: Following the public hearing, the P&Z shall recommend approval, approval subject to modification, or denial of the proposal to the City Council. If the appropriateness of the use cannot be assured at the location, the P&Z shall recommend denial of the application as being incompatible with existing uses or with other uses permitted by right in the district.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Conditional Use Permit request. At the time of this report, staff has not received any public comments for this request.

Meetings Schedule

October 22, 2024 – Planning and Zoning Commission
 November 19, 2024 - City Council Meeting

Attachments

Attachment 1 - Conditional Use Permit Application
 Attachment 2 – Applicant submittal materials

Recommended Action:	<ol style="list-style-type: none"> 1. The applicant shall receive approval of a Certificate of Appropriateness by the Historic Preservation Commission; 2. Hours of operation are limited to between 8:00am and 10:00pm; 3. Trash receptacles shall be provided for customer use; 4. The Conditional Use Permit shall be reconsidered by City Council within two years of its effective date; 5. The permit shall become effective with the issuance of the building permit; 6. There shall be no amplified music; and 7. Trash must be removed from the food truck site at the end of each business day. 8. The applicant shall provide a formal agreement with Pig Pen, specifying that patrons of the mobile food vendor are permitted to access restroom facilities at Pig Pen.
Alternatives/Options:	Recommend denial of the Conditional Use Permit; recommend approval of the Conditional Use Permit with alternate conditions.
Budget/Financial Impact:	None calculated at this time, but the City would receive additional sales tax revenue.

Planning Department Staff Report

Public Comments:	Staff has not received any public comments at this time.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support the expansion of business and professional services Support Tourism related businesses

CITY OF DRIPPING SPRINGS

ORDINANCE No. [REDACTED]

Conditional Use Permit

AN ORDINANCE APPROVING THE EXTENSION OF A CONDITIONAL USE PERMIT FOR THE USE OF MOBILE FOOD VENDOR WITHIN THE COMMERCIAL SERVICES ZONING DISTRICT FOR A PROPERTY LOCATED AT 301 W US 290. UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT “A”; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote reasonable, sound, and efficient land use and development within the City of Dripping Springs (“City”); and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to regulate zoning within the City; and

WHEREAS, the City of Dripping Springs desires to approve a conditional use permit because of the unique nature of this property, and the land use is compatible with the permitted land uses in a given zoning district only under current conditions; and

WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on October 22, 2024 to consider the proposed extension of the Conditional Use Permit and the Planning and Zoning Commission recommended disapproval of the proposed change; and

WHEREAS, after public hearing held by the City Council on November 19, 2024, the City Council voted to approve the proposed change; 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 of Dripping Springs to adopt this Ordinance.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The Conditional Use Permit is approved as presented in Exhibit “A” to this ordinance.

3. REPEALER

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

4. SEVERABILITY

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

5. EFFECTIVE DATE

This Ordinance and Conditional Use Permit shall be effective immediately upon passage and publication.

6. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the ___ day of _____ 2024, by a vote of ___(ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

Attachment "A"



City of Dripping Springs | Conditional Use Permit
Granted to allow the land use of “mobile food vendor” on a property that is currently zoned
Commercial Services (CS) District located at:

301 W US 290, Dripping Springs, Texas, 78620

Approved by the City of Dripping Springs City Council on _____

1. The applicant shall receive approval of a Certificate of Appropriateness by the Historic Preservation Commission;
2. Hours of operation are limited to between 8:00am and 10:00pm;
3. Trash receptacles shall be provided for customer use;
4. The Conditional Use Permit shall be reconsidered by City Council within two years of its effective date;
5. The permit shall become effective with the issuance of the building permit;
6. There shall be no amplified sound; and
7. Trash must be removed from the food truck site at the end of each business day.
8. The applicant shall provide a formal agreement with Pig Pen, the property owner, specifying that patrons of the mobile food vendor are permitted to access restroom facilities at Pig Pen.



DRIPPING SPRINGS
Texas

City of Dripping Springs

Item 9.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

CONDITIONAL USE PERMIT APPLICATION

Case Number (staff use only): _____ - _____

NEW APPLICATION EXTENSION OF A PREVIOUSLY APPROVED CUP

CONTACT INFORMATION

PROPERTY OWNER NAME William Warren
STREET ADDRESS 301 W US-290
CITY Dripping Springs STATE TX ZIP CODE 78620
PHONE (512)560-7528 EMAIL _____

APPLICANT NAME Tye Casas
COMPANY Thai to-Go LLC
STREET ADDRESS 552 Yellow Bell Run
CITY Dripping Springs STATE TX ZIP CODE 78620
PHONE (512)284-4821 EMAIL [REDACTED]

PROPERTY INFORMATION	
PROPERTY OWNER NAME	William Warren
PROPERTY ADDRESS	301 US-290 Dripping Springs, TX 78620
CURRENT LEGAL DESCRIPTION	
TAX ID#	
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	
PROPOSED USE	Thai Food Trailer
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *
(See attached agreement).

YES (REQUIRED)* YES (VOLUNTARY)* NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.

Voluntary compliance is strongly encouraged by those not required by above criteria *(see Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information).*

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that William Warren is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

William Warren
Name

Owner
Title

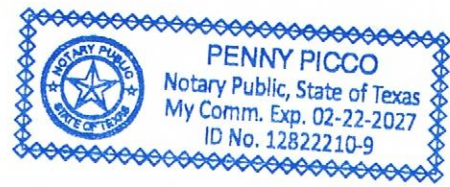
STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 27th day of August,
2024 by Penny Picco

Penny Picco
Notary Public, State of Texas

My Commission Expires: 2-27-2022

William Warren
Name of Applicant



CONDITIONAL USE PERMIT SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:


 Applicant Signature

8/24/24
 Date

CHECKLIST

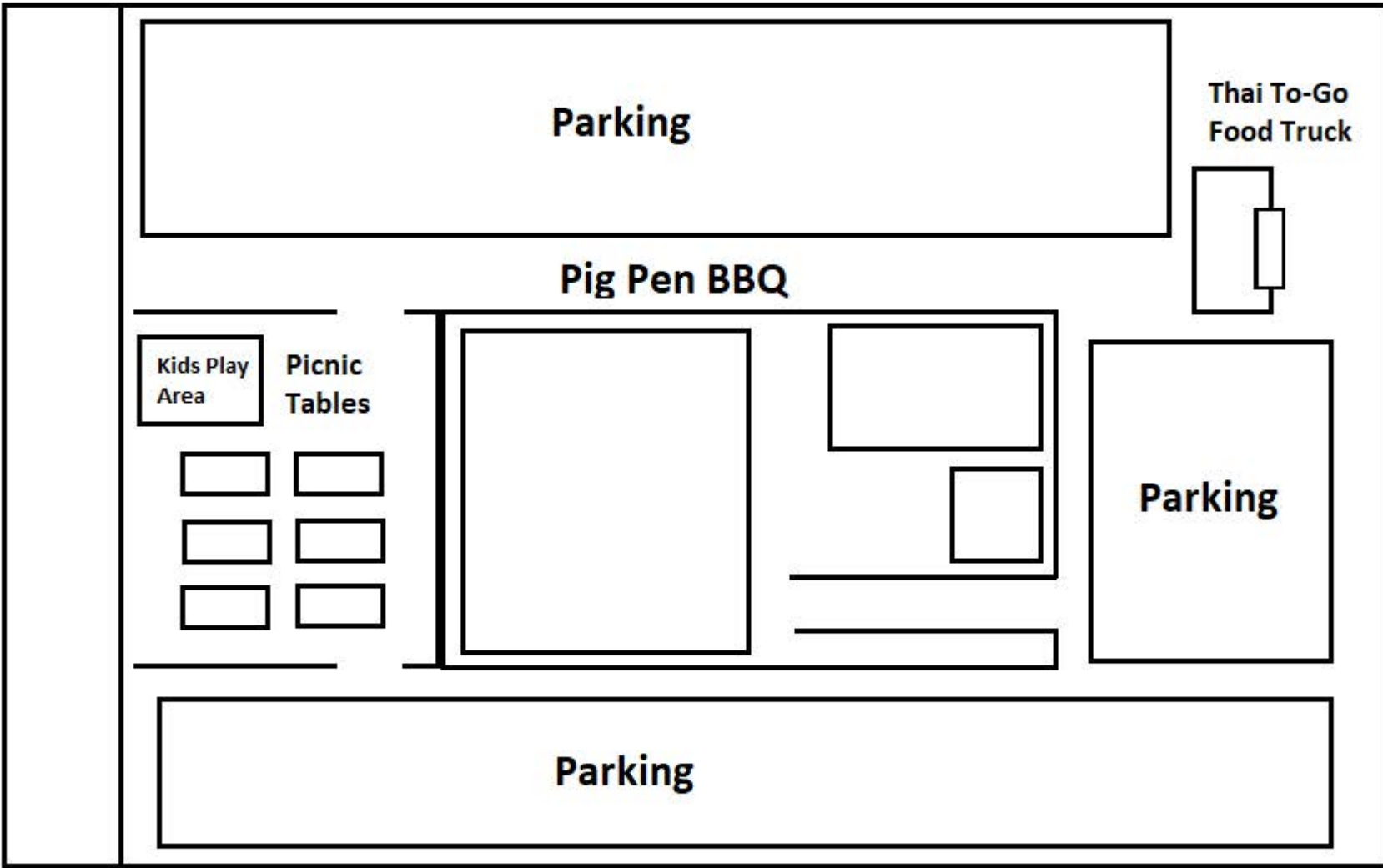
STAFF	APPLICANT	
<input type="checkbox"/>	<input type="checkbox"/>	Completed Application Form - including all required signatures and notarized PDF/Digital Copies of all submitted Documents
<input type="checkbox"/>	<input type="checkbox"/>	When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input type="checkbox"/>	Plans
<input type="checkbox"/>	<input type="checkbox"/>	Maps/Site Plan/Plat
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevation (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign (<i>refer to Fee Schedule</i>)
		Proof of Ownership-Tax Certificate or Deed

Reason for Request

Item 9.

I am applying for a Conditional Use Permit to operate a Thai food truck at 301 US-290, Dripping Springs, TX 78620. The truck will offer fresh, made-to-order meals, following all health and safety regulations. Our goal is to enhance the local food scene and contribute to the community by providing a convenient and high-quality dining option.

We will operate within designated areas and comply with all local requirements. Thank you for considering our application.



College Street

Hays Street





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: November 19, 2024

Agenda Item Wording: **Discuss and consider approval of an Ordinance amending the Sign Code to provide additional signage for new businesses.** *Sponsor: Councilmember Sherrie Parks*

1. Staff Report
2. Public Hearing
3. Ordinance

Agenda Item Requestor: Councilmember Sherrie Parks

Summary/Background: Supporting new businesses and promoting economic development within the municipality, allowing new businesses to place an additional temporary sign will assist in their visibility and successful establishment within the community and that reasonable rules and regulations governing the placement of temporary signs by new businesses are necessary to maintain the aesthetic quality and safety of the City.

Commission Recommendations: NA

Recommended Council Actions: Approve amended Sign Ordinance.

Attachments: Amended Ordinance

Next Steps/Schedule: If approved, the sign ordinance will be publicized to new businesses.

CITY OF DRIPPING SPRINGS, TX

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING CHAPTER 26 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING ARTICLE 26.02 SPECIFIC SIGN REGULATIONS BY DISTRICT; ALLOWING NEW BUSINESSES TO PLACE ONE ADDITIONAL TEMPORARY SIGN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to support new businesses and promote economic development within the municipality; and

WHEREAS, the City Council finds that allowing new businesses to place an additional temporary sign will assist in their visibility and successful establishment within the community; and

WHEREAS, the City Council has determined that reasonable rules and regulations governing the placement of temporary signs by new businesses are necessary to maintain the aesthetic quality and safety of the City; and

WHEREAS, pursuant to Chapters 211 and 216 of the Texas Local Government Code, the City has the authority to regulate signs; 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 the amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City.

WHEREAS, after public hearing held by the City Council on November 19, 2024 the City Council voted to approve the ordinance; and

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. AMENDMENT

Chapter 26 of the City of Dripping Springs Code of Ordinances is hereby amended so to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any double underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment “A”.

SECTION 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, 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.

SECTION 5. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance, including Attachment “A”, 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.

SECTION 6. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.003 of the Texas Local Government Code, as well as publish in the official newspaper as authorized by Section 52.011 of the same code.

SECTION 7. EFFECTIVE DATE

This ordinance shall take immediate effect upon the date of final passage noted below, or when all applicable publication requirements are satisfied in accordance with the City Code of Ordinances and the laws of the State of Texas.

SECTION 8. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, 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 _____, 2024, by a vote of ___ (*ayes*) to ___ (*nays*) to ___ (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

By: _____
Bill Foulds Jr., Mayor

ATTEST:

Diana Boone, City Secretary

ATTACHMENT “A”

SEC. 26.02.004. COMMERCIAL DISTRICTS.

No signs shall be permitted or allowed in a commercial district unless they meet the following standards:

(1) Types of signs allowed with a permit.

(A) Commercial wall sign.

- (i) Only one wall sign is permitted per business on each property, two wall signs may be permitted if a business:
 - a. Is within a multiunit property;
 - b. Takes up an entire building; and
 - c. Is on a corner or has two public entrances on different sides of the building in which it is located.
- (ii) The total area on any such sign shall not be larger than 75 percent of the area of the storefront for the leased or owned area.
- (iii) The total length on any such sign shall not exceed 75 percent of the storefront width for the leased or owned area.
- (iv) The total signable area of the wall sign for each business shall not exceed 64 square feet in a nonresidential zoning district.
- (v) No wall sign shall extend, either above the roof of the building or beyond the wall to which it is attached by more than four feet at the point of attachment. In no instance shall the height of the sign exceed the maximum building height established for the zoning district.
- (vi) A wall sign attached to a building on private property shall not extend over any public land except a sidewalk adjacent to the building.
- (v) An address listed on a sign shall have lettering that is at least six inches in height.

(B) Commercial hanging sign.

- (i) The maximum area of a hanging sign shall not exceed eight square feet.
- (ii) The total length on any such sign shall not exceed 75 percent of the storefront width for the leased or owned area.
- (iii) The clearance from the ground to the bottom of any hanging sign must be at least seven feet.
- (iv) Only one hanging sign is permitted per property unless the property is a corner lot, in which case two hanging signs are permitted.

- (v) An address listed on a sign shall have lettering that is at least six inches in height.
- (C) Commercial construction/development sign. When a commercial lot is under construction, one sign per commercial development entrance which shall not exceed 64 square feet in area or eight feet in overall height may be placed at each entrance after applying and receiving a sign permit.
- (i) A sign under this section may be a pole sign or a monument sign.
 - (ii) A sign permitted under this subsection must be removed when 80 percent of the commercial property is constructed or 12 months after the original sign permit is issued, whichever comes first.
 - (iii) The property owner or other responsible party shall be responsible for the maintenance, removal, and compliance requirements of such signs.
- (D) Commercial monument sign-individual business for use by a single business.
- (i) The area of a monument sign for a property with a single business in a nonresidential zoning district shall not exceed 32 square feet not to exceed six feet in height. The sign shall be at least eight feet from the right-of-way and compliant with article 24.06.
 - (ii) Landscaping. A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.
 - (iii) An address listed on a sign shall have lettering that is at least six inches in height.
- (E) Awning signs as part of wall sign.
- (i) One-third of the area of an awning sign shall be counted toward the limit on the total area of wall signs on the wall to which the awning is attached.
 - (ii) Only one awning sign is permitted per property, unless the property is a corner lot in which case two awning signs are permitted.
- (F) Restaurant menus. Detached or attached to a building, used in connection with a drive-in or drive-through, which do not attract the attention of persons not on the premises. Signs under this subsection shall not exceed 32 square feet and eight feet in height. Such signs shall not be illuminated other than internally illuminated. If restaurant has more than one drive-in or drive-through lane onsite may include one restaurant menu sign for each lane.
- (G) New Business Temporary Signs.
- (i) For the purposes of this section, a “new business” is defined as a non-residential enterprise that was not operated by any person or entity with a controlling interest in a non-residential enterprise located within one hundred

feet (100') of the property within the previous twelve (12) months. The new business is per non-residential enterprise, not per lot.

- (ii) For projects subject to the City's Building Code, new businesses may place one New Business Temporary Sign on their premises for a period not exceeding sixty (60) days between the time of issuance of a building permit for construction or renovation and the time a certificate of occupancy is issued. This sign must be removed at time of issuance of certificate of occupancy. An additional New Business Temporary Sign may be placed for up to sixty (60) days after a certificate of occupancy is issued.
- (iii) For projects not subject to the City's Building Code, new businesses may place one New Business Temporary Sign on their premises for a period not exceeding sixty (60) days prior to the business opening to the public. An additional New Business Temporary Sign may be placed for up to sixty (60) days after the business opens to the public.
- (iv) The maximum surface area for a New Business Temporary sign shall be thirty-two (32) square feet. The New Business Temporary Sign does not count towards total cumulative signable area limits nor the total amount of temporary signs on an annual basis.
- (v) The height of the New Business Temporary Sign must not exceed six (6) feet.
- (vi) The New Business Temporary Sign must be located on the business premises and must not obstruct traffic visibility or pedestrian pathways and must follow all other city regulations.
- (vii) The application for each New Business Temporary Sign must include the expected/actual date of certificate of occupancy issuance and a plan showing the proposed location and dimensions of the sign.
- (viii) A New Business Temporary Sign must not be illuminated.
- (ix) A New Business Temporary Sign must be of a type otherwise allowed by Chapter 26 of this code.

(2) Types of signs allowed without a permit.

- (A) Equipment signs. Words may be attached to machinery or equipment which is necessary or customary to the business, including but not limited to devices such as gasoline pumps, vending machines, ice machines, etc., if words so attached refer exclusively to products or services dispensed by the device, and project no more than one inch from the surface of the device.
- (B) Window signs. A business may have a total signable area of window signs that shall not exceed 24 square feet for each business. A business where the business is at an intersection of two roadways and has windows on different sides of the building adjacent to the roadways, may have a total signable area of window signs that shall not exceed 48 square feet. The total signable area of the window signs do not count towards the cumulative total signable area allowed. A single-unit

property with a drive-through shall not exceed 48 square feet of total signable area.

- (3) Noncommercial signs allowed without a permit.
- (A) Each lot may have one noncommercial sign, including a pole sign, wall sign, or monument sign, that meets the requirements of this section:
- (i) A noncommercial sign shall not have an area greater than 36 square feet.
- (ii) A noncommercial sign shall not be more than six feet in height.
- (B) A noncommercial sign shall not be lighted or have any moving elements.
- (C) Noncommercial signs may be installed on private property only with the consent of a property owner and may not be installed in, on, or over any street or right-of-way.
- (D) Noncommercial signs under this section may not advertise the sale of goods or services.
- (E) Any sign allowed under this section for a commercial message may also contain noncommercial content.
- (4) Each lot may have up to a maximum of four flags with noncommercial messages on up to two flagpoles per premises. Each flag must be a maximum of 40 square feet in area. Flagpoles shall be a maximum of 25 feet in height but no higher than the highest point of the nearest principal building's roof on the premises. Flagpoles must meet the minimum yard setback requirements for a principal building or a minimum of ten feet, whichever is more restrictive. Each flagpole may only have two flags each. Flags may be illuminated in accordance with section 24.06.010 of this code.
- (5) One daily display sign per business may be displayed on the sidewalk or adjacent to the sidewalk on private property immediately adjacent to the business at a location approved by the city building department if:
- (A) The sign does not impede pedestrian traffic;
- (B) The maximum height of the entire structure of a daily display sign is three feet;
- (C) Sign is stored away from public view when the establishment served by the sign is closed for business.
- (6) No sign may be placed without the consent of the property owner or without a sign permit, when required.
- (7) The responsible party is responsible for compliance with this article.
- (8) Any sign under this section shall not advertise the sale of goods, services, or activities that are not available on the building or property on which the sign is attached or placed.
- (9) Properties in the ETJ that are appraised as, or used as, commercial property and that contain a business or commercial entity that reflects a use allowed in the above zoning district regulated by this section must comply with this section.



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

Submitted By: Keenan Smith, TIRZ Project Manager; Michelle Fischer, City Administrator

Council Meeting Date: November 19, 2024

Agenda Item Wording: **Discussion and consideration of possible action on City Council direction to staff regarding Architexas's Task Order #3 Permitting, Bidding, and Construction Administration, and funding for the Stephenson Building Rehabilitation and Improvement Project. Sponsor: Mayor Pro Tem Taline Manassian.**

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background Architectural Construction Documents for the Stephenson Building Renovation and Addition project were completed by Architexas and presented to City Council for acceptance on 6/18/24.

At that time, Council concerns regarding project costs, budgets and funding identification were raised. Project costs were subsequently reviewed, and prospective cost reductions were proposed by an appointed Council Subcommittee, working with the project team and Staff. This Value Engineering (VE) exercise culminated in recommended VE revisions, which were then presented and accepted by City Council on 9/3/24.

Architexas has since incorporated these VE changes and has delivered a 100% CD Set (unstamped) which is now ready for to submit for Building Permits:

https://architexas1-my.sharepoint.com/:f/g/personal/amckinney_architexas_com/EvegKzjh_NdCoclL-HliA8UBTeutszjYGIb_Jz-7AlvI5g?e=CpEGhQ

The FY 2025 Budget line item for the Stephenson Building Project did not include funds for Task Order #3 Permitting, Bidding, and Construction Administration. Task Order #3 costs \$85,975. The City Council may approve Task Order #3 and authorize staff to issue a Notice to Proceed contingent on the appropriation of funding for it and the construction now estimated to be \$3,559,053 (with VE changes). Alternatively, City Council may postpone action on this item so that funding sources for Task Order #3 and the construction of the Stephenson Building rehabilitation and improvements can be considered

along with other large projects proposed for FY 2025. Once funding is appropriated, City Council may consider action on this item.

Task Order #3 would be paid for by the approved TIRZ FY'25 Budget, under "Miscellaneous Consulting" line item. This line item has \$250,000. The bond language can allow for reimbursement of costs related to the project (Task #3) once the debt is issued.

Goal L5: Develop a Facilities Plan for City-owned properties: Renovate Stephenson Building when funding is available and make improvements to adjoining land.

Commission Recommendations:

The Historic Preservation Commission and TIRZ Board continue to be supportive of the project, and a focused Stakeholder Meeting convened on 8/29/24 indicated broad support for the project, emphasizing its Historic Preservation goals, its catalyzing effect as an important civic facility investment in Downtown Dripping Springs, and its potential revitalizing effect on the Mercer Street and Old Fitzhugh Road Historic Districts.

Recommended Council Actions:

Approve Architexas Task Order #3 and authorize Staff to issue Notice to Proceed with Permitting tasks only.

Continue to review and identify funding sources and appropriate funds for constructing the project in the current or FY 2025 Budget.

Attachments:

Description of Task Order #3; Architexas Transmittal Memo; Architexas Professional Services Agreement.

Next Steps/Schedule:

Approve the appropriation of funds for the project in the FY 2025 Budget; approve Task Order #3 and authorize staff to issue a Notice to Proceed.

TRANSMITTAL

To	Michelle J. Fischer City of Dripping Springs 511 Mercer Street Dripping Springs, TX 78620	Owner	Alexis McKinney Architexas 1023 Springdale Rd Bldg 11, Suite E Austin, Texas 78721
Phone	512.858.4725	Phone	
Email	mfischer@cityofdrippingsprings.com	Email	amckinney@architexas.com
Project	Stephenson School Building	Project No.	AT 2314
Date	10/25/2024	Transmittal ID	01
Subject	100% CD Drawings & Specs		
We are sending	<input checked="" type="checkbox"/> Attached <input type="checkbox"/> Under Separate Cover	Via	Online Link

Copies	Date	Size	Description
1	10/25/2024	24x36	Unsealed Drawings
1	10/25/2024	8.5x11	Project Manual

These are submitted For review and comment For your use As requested

Remarks The enclosed are drawings and specifications that incorporate the Value Engineering change directed by Council. The issued set is ready for permit once sealed. The set has not been sealed due to the expected funding timeline in 2025. Once sealed the set will be registered for ADA/Texas Accessibility Standard TDLR submission and review. These activities will take place once the project has been funded and is ready to proceed with permitting.

Thanks,

Alexis

12 November 2024

**Re: Task 3 Revised Scope of Work
 Proposal for the Historic Stephenson School Building – Full Architectural Services
 101 Old Fitzhugh Road, Dripping Springs, Texas 78620**

Please refer to the executed PSA for tasks 1 and 2 for full scope of work previously completed. The following scope of work includes work anticipated for Task 3 included in the original proposal, amendment 1 and amendment 3. Amendment 2 was not executed.

Task Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMINISTRATION

Upon approval of Task Order 2, and written authorization to proceed with Task Order 3, Architexas will provide the services below:

3.1 Permitting Services

Architexas has a Permit Consulting Firm that will handle the permitting process from start to finish from initial consultation to delivering the approved permit.

3.2 Bidding and Negotiation

Architexas will assist as necessary in obtaining bids, negotiated proposals, and preparing bid documents, including addenda and responding to contractor’s bidding questions. Architexas will attend one (1) pre-bid meeting and review bidding information and assist in evaluating the qualifications and proposals. If needed, Architexas will attend a City Council meeting for approval of the project to go to bid. **ONE (1) MEETING**

3.3 Construction Administration

Architexas will visit the site every 2 weeks during the construction period, to become generally familiar with the work progress and to observe if work is being performed in accordance with the Construction Documents.

3.4 Substantial Completion

When the work is found to be substantially complete, Architexas will conduct on-site project review to determine the date of substantial completion and the schedule to achieve final completion. **ONE (1) MEETING**

3.5 Final Completion

Architexas will receive and review written warranties and related documents required by the Contract Documents and assembled by the Contractor. When the Work is found to be fully complete, Architexas will conduct a final walk with the Project Manager to determine full compliance of the project with the Contract Documents and certify a final Certificate of Payment. This task includes one (1) site visit and approval of final pay application. **ONE (1) MEETING**

Task Order 3 Services:

- Attend **one (1) pre-construction meeting**
- Attend bi-monthly OAC meetings; virtually or at the project site
- Prepare field reports from site visits

- Respond to RFI's
- Prepare ASI's and Proposal Requests with Client approval
- Issuing Change Orders with Client approval
- Review shop drawings and other submittals from the contractor
- Review monthly pay-applications
- Assumes **two (2) site visit per month** for duration of construction
- One (1) site visitation and review of Contractor's punch list
- One (1) site visit to review Contractor final corrected work
- Review closeout documentation from the Contractor
- 1 Year Warranty Review by Architexas team

SPECIALTY CONSULTANT SERVICES

Acoustics and Audio Visual Task Order 3 Amendment No. 1

- Review and response to RFIs and submittals throughout design and construction.
- **Optional** commissioning and punch of the installed AV system, to be determined by client during construction. The Commissioning and punch includes the following:
 - Testing and verification of system installation – to certify compliance with the specifications.
 - Report to the client with any outstanding punch list items.
 - Equalization of the audio system for accurate frequency response, gain structure, and operational setup.

Environmental Services Task Order 3 Amendment No. 3

- Attend Pre-Construction meetings, answer questions by subcontractors, and prepare Texas Department of State Health Services notification.
- On-Site ACM and LBP/LCP Management and Testing Services including monitoring of work performed by the remediation contractor. Provide compliance area sampling and analysis during all remediation phases of the project including closure sampling/air monitoring.
- Upon completion of the remediation activities, provide a final report documenting:
 - Daily logs of work activities
 - Inspection reports
 - Post-project submittals
 - Off site lab results

COMPENSATION

TASK Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMIN.	\$85,975
Basic Services Consultants	
Architexas (Architect)	\$46,250
Architexas (Environmental Coordination)	\$750 (Amendment No. 3)
AEC (Structural)	\$4,750
<u>Cleary Zimmerman (MEP)</u>	<u>\$4,425</u>
TOTAL	\$56,175
 Specialty Consultants	
Doucet (Civil Engineer)	\$10,800 (\$6,800 Permitting + \$4,000 CA)
Doucet (Site Permitting)	\$6,000
Co'Design (Landscape/Irrigation)	\$1,000
KS Permitting, LLC (Permitting)	\$1,500
Rob Roy Parnell, Inc. (RAS Reviewer)	\$2,775
BAI Commissioning /Punch of AV System (Optional)	\$2,500 (Amendment No. 1)
Champion Environmental	\$4,475 (Amendment No. 3)
\$895/shift ESTIMATED 5 shifts	
<u>Champion Environmental (Closeout Report)</u>	<u>\$750 (Amendment No. 3)</u>
TOTAL	\$29,800

END OF DOCUMENT

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 6th day of June 2023, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **Architexas** (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Description of Services:** The City and Contractor agree to the following:
 - (a) Contractor shall provide full architectural services to the City of Dripping Springs for the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs as described in Attachment "A".
 - (b) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
 - (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
 - (f) Contractor shall perform other related duties as needed.
2. **Scope of Work:** Contractor will provide full architectural services to the City and all work as described in Attachment "A". Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.
3. **Ownership of Documents:** Any documents created for the City shall become the property of the City. Any section in Attachment "A" to the contrary is preempted by this Agreement. All portions of the proposal are considered by the Contractor to be trade secrets and proprietary information for purposes of the Texas Public Information Act. If any document related to the Contractor's proposal is requested, Contractor will be contacted as required by law. Any final draft or document created by the Contractor that is adopted by the City, other than this proposal, shall not be considered proprietary or a trade secret.
4. **Schedule:** The schedule shall include completion of the tasks as outlined in Attachment "A". Work for each Task Order will be started once each Task Order is approved by Council and a written Notice to Proceed is issued by the City Administrator or the Administrator's Designee.

5. **Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in Attachment "A". The cost shall not exceed two hundred eighty-eight thousand four hundred twenty-five dollars (\$288,425) plus up to three thousand five hundred (\$3,500) in reimbursable expenses. Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.
6. **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 legal services.
7. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor, or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
8. **Termination:** Either party may terminate this Agreement at any time with written notice to the other party. In the event of termination, payment shall be made as described in Attachment "A".
9. **Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".
10. **Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against the City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents. Liability of the Contractor is limited to the limits of insurance provided by Contractor in Attachment "B". Any section to the contrary in Attachment "A" is preempted by this Agreement.
11. **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 except as provided for, and with the protections described in Attachment "A".
12. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:
City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, TX 78620

For the Contractor:
Architexas
Attn: Larry Irsik, AIA, Senior Principal
2900 S Congress Avenue, Suite 200
Austin, TX 78704

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.

13. Law & Venue: This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas. Non-Non-binding mediation shall be the first dispute resolution as described in Attachment "A".

14. 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.

15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

17. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. If this Agreement conflicts with Attachment "A", this Agreement controls. This Agreement supersedes any prior written agreements between the parties.

CITY OF DRIPPING SPRINGS:


Michelle Fischer, City Administrator

June 7, 2023
Date

ARCHITEXAS:


Larry Irsik, AIA, Senior Principal

June 9, 2023
Date

ATTACHMENT A

Architexas Proposal

May 22, 2023

Michelle Fischer
 City Administrator
 511 Mercer Street
 Dripping Springs, Texas 78620
 512.858.4725
mfischer@cityofdrippingsprings.com

**Re: Proposal for the Historic Stephenson School Building – Full Architectural Services
 101 Old Fitzhugh Road, Dripping Springs, Texas 78620**

Architexas is pleased to submit this proposal for full architectural services for the restoration, rehabilitation and addition to the City of Dripping Springs for the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs, Texas. These services will be provided by Architexas and our consultants with input and assistance by City of Dripping Springs representatives who will assist in guiding the design team on your desire for development of the property in a cost efficient, functional and historically sensitive manner.

PROJECT TEAM MEMBERS

Basic Services

Architexas	<i>Architect of Record</i>
AEC	<i>Structural Engineering</i>
Cleary Zimmerman	<i>MEP Engineering</i>

Specialty Consultant Services

Doucet	<i>Civil Engineering and Site Permitting</i>
BAI	<i>Acoustics and Audiovisual Programming</i>
Geotechnical Solutions	<i>Geotechnical Engineering</i>
Co'Design	<i>Landscape Architect and Irrigation Consultant</i>
Vermeulens	<i>Cost Estimating</i>
KS Permitting, LLC	<i>Permitting Services Consultant</i>
Rob Roy Parnell, Inc.	<i>RAS Reviewer</i>

SCOPE OF SERVICES

TASK Order 1 - DESIGN DEVELOPMENT

1.1 Project Kick-Off

The Architexas team will participate in a project kick-off meeting to review the scope of work, project schedule, project budget, and will discuss procedures and chain of communication with city stakeholders. **ONE (1) MEETING**

1.2 Project Base Documents

Architexas will conduct additional field measuring to further refine the existing CAD drawings and develop base CAD details of existing doors, windows, roofing details and framing conditions. The additional field measuring will also enable Architexas to develop base building sections and a reflected ceiling plan with existing framing in CAD. We will also release the geotechnical engineer to perform their work.

1.3 Existing Conditions Assessment

Architexas and its consultants will further visually inspect the existing conditions of the building and site and will document detailed deficiencies that require repair, restoration, or replacement. This documentation will be used to develop selective demolition documents and allow us to illustrate the limits of work where repair is required on materials like masonry, wood flooring, doors and windows, wood trim, and plaster, etc.

1.4 Code and ADA Review

Architexas will review and update the previously prepared local ordinances and building code analysis if needed. Architexas will also submit 100% DD documents for RAS Review.

1.5 Interior Planning and Design Development

Based on the updated concept plans approved on the Stephenson Building dated March 15, 2023, Architexas will proceed with preparation of further developed floor plans, building sections, interior elevations, and reflected ceiling plan drawings. We will also develop concept image boards to illustrate refined space planning, and interior finish materials. Our consultant team will also prepare narrative descriptions of their scope of work, including MEP and structural systems to be incorporated into the design.

1.6 Design Confirmation Meeting

Architexas will participate in one (1) design confirmation meeting with the city stake holders to review the space plan, interior elevations and finishes, and the further developed site plan. **ONE (1) MEETING**

1.7 User Meetings

Architexas will conduct one (1) user meetings with stakeholders to verify detailed items such as owner-provided equipment, built-in cabinetry requirements, lighting, switch & outlet locations, door hardware requirements, building security, etc. **ONE (1) MEETING**

1.8 Design Development Confirmation Meeting

Architexas will conduct a one (1) Design Development confirmation meeting with city stakeholders to review the 100% Design Development documents. After comments are addressed and documents are updated, an estimate of probable construction cost will be prepared and presented to the Owner. Architexas will prepare a Certificate of Appropriateness and attend one Historic Preservation Commission meeting. We will attend one TIRZ Board/City Council meeting for project design approval. **THREE (3) MEETINGS**

Task Order 1 - Deliverables:

- *Geotechnical report*
- *Written summary of further detailed existing conditions assessment, code review, and system requirements.*
- *Written Basis of Design*
- *Demolition Floor Plan and Notes*
- *Architectural Floor Plan showing renovations scope, floor finishes and furniture/ equipment arrangements.*
- *Building Section(s)*
- *Architectural Reflected Ceiling Plans illustrating ceiling concepts, materials, and proposed lighting layout.*
- *Architectural Exterior and Interior Elevations*
- *Door, Window and Hardware Schedule*
- *Finish Schedules*
- *Civil and Landscape drawings*
- *Mechanical, Electrical and Plumbing drawings.*
- *Structural Drawings*
- *Outline Specifications - Table of Contents*
- *100% DD RAS Review*
- *100% Design Development Estimate of Probable Construction Cost*

Task Order 2 - CONSTRUCTION DOCUMENTS

Upon approval of Task Order 1, and written authorization to proceed with Task Order 2, Architexas will provide the services below:

2.1 Develop Construction Documents & Specifications

Based on the approved Design Development Documents in Task Order 1, Architexas will prepare Construction Documents that will set forth in detail the requirements for construction of the Project and will include Drawings and Specifications that establish the quality levels of materials and systems required.

2.2 50% CD Scope and Budget Confirmation Meeting

Upon completion of Task 2.1 to 50% level of Construction Document completion, Architexas will conduct one (1) meeting with Owner stakeholders to confirm the 50% CD drawings prior to finalizing Construction Documents. **ONE (1) MEETING**

2.3 TAS Consultation

Architexas will consult on an as-needed basis with a third-party Registered Accessibility Specialist for TAS compliance.

2.4 Finalize Construction Documents & Specifications

Based on input from Task 3.2 and Task 3.3, Architexas will finalize the Construction Documents and Specifications that will set forth in detail the requirements for bidding and construction of the project. A final estimate of probable Construction Cost will be prepared at 100% completion of the CD documents. **ONE (1) MEETING**

Task 3 Deliverables:

- General Notes and Specifications
- Demolition Floor Plan and Notes
- Architectural Floor Plan and Dimensional Control
- Building Sections
- Architectural Reflected Ceiling Plan
- Architectural Interior Elevations
- Door, Window and Hardware Schedule
- Interior Finish Schedule
- Architectural Details
- Mechanical, Electrical and Plumbing drawings
- Structural Drawings
- COMCheck application as required
- Civil Engineering
 - Site Plan
 - Grading Plan
 - Utility Plan
 - Existing Drainage Area Map
 - Proposed Drainage Area Map
 - Erosion & Sedimentation control plan and details
- Landscape Plan
- Irrigation Plans
- Estimate of Probable Construction Cost at CD completion
- 50% CD RAS Review
- Final Signed and Sealed Construction Documents (Drawings and Specifications)

Task Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMINISTRATION

Upon approval of Task Order 2, and written authorization to proceed with Task Order 3, Architexas will provide the services below:

3.1 Permitting Services

Architexas has a Permit Consulting Firm that will handle the permitting process from start to finish from initial consultation to delivering the approved permit.

3.2 Bidding and Negotiation

Architexas will assist as necessary in obtaining bids, negotiated proposals, and preparing bid documents, including addenda and responding to contractor's bidding questions. Architexas will attend one (1) pre-bid meeting and review bidding information and assist in evaluating the qualifications and proposals. If needed, Architexas will attend a City Council meeting for approval of the project to go to bid. **ONE (1) MEETING**

3.3 Construction Administration

Architexas will visit the site every 2 weeks during the construction period, to become generally familiar with the work progress and to observe if work is being performed in accordance with the Construction Documents.

3.4 Substantial Completion

When the work is found to be substantially complete, Architexas will conduct on-site project review to determine the date of substantial completion and the schedule to achieve final completion. **ONE (1) MEETING**

3.5 Final Completion

Architexas will receive and review written warranties and related documents required by the Contract Documents and assembled by the Contractor. When the Work is found to be fully complete, Architexas will conduct a final walk with the Project Manager to determine full compliance of the project with the Contract Documents and certify a final Certificate of Payment. This task includes one (1) site visit and approval of final pay application. **ONE (1) MEETING**

Task Order 3 Services:

- Attend **one (1) pre-construction meeting**
- Attend bi-monthly OAC meetings; virtually or at the project site
- Prepare field reports from site visits
- Respond to RFI's
- Prepare ASI's and Proposal Requests with Client approval
- Issuing Change Orders with Client approval
- Review shop drawings and other submittals from the contractor
- Review monthly pay-applications
- Assumes **two (2) site visit per month** for duration of construction
- One (1) site visitation and review of Contractor's punch list
- One (1) site visit to review Contractor final corrected work
- Review closeout documentation from the Contractor
- 1 Year Warranty Review by Architexas team

SPECIALTY CONSULTANT SERVICES

Acoustics and Audio Visual Programming

Acoustics

- Survey of existing conditions and finishes
- Recommendations to the design team relating to interior finishes as required to provide suitable meeting spaces, architectural isolation of potential noise sources such as mechanical equipment, and potential acoustical separation of spaces. Recommendations will be coordinated with historical requirements as may be determined.
- Response to RFIs and submittal review throughout the project.
- HVAC Noise Control Design:
 - Review of the HVAC design from a noise control perspective.
 - Recommendations to the ME and design team regarding control of HVAC noise
 - levels in occupied spaces

Audiovisual Systems Programming

- Programming services for potential audiovisual systems, to serve as a guide for detailed design of such systems, whether included as a part of the initial contract documents or to be used in negotiations with potential suppliers.
- Hold discussions with project stakeholders and design team members (online and/or in person), to determine what system(s) are required for functional use of the spaces.
- Coordinate with the design team regarding integration of certain audiovisual design features with the architecture, including potential audiovisual display sizes and locations, equipment room(s), and loudspeakers.
- Submit a summary list of systems and budgets for use in current or future detailed design/procurement.
- For purposes of coordination during design, most coordination will be via electronic means, including meetings as required.
- One site visit is included at inception of design. One additional audiovisual programming meeting may be in person, if needed.

Geotechnical

- Services include 2 borings at addition, site photos, site observations, lab data, and foundation design recommendations in the final report.
- A final report will be issued within 10 days of receipt of a Notice to Proceed.

Landscaping and Irrigation

- Provide landscape design and drawings, specifications, and irrigation design

Cost Estimating

- Provide estimate of probable construction cost at 100% SD, 100% DD, and 50% CD

ASSUMPTIONS

- Civil improvements limited to the "Approximate limits of site work" per the attached site layout dated 3-15-23.
- Site plans beyond the "Approximate limits of site work" to be provided by others.
- Water Quality pond not needed or by others.
- Detention pond not needed or by others.
- No platting required.
- Survey with utilities, topography, easements, setbacks, hardscaping, curbs and gutters with elevations, etc. to be provided by Owner
- No TCEQ submittal or approval required
- Title Commitment information with all easements, encumbrances, etc. to be provided for the design survey.

PROJECT SCHEDULE

Architexas proposes to provide the following schedule for project services:

Task Order 1	Design Development	8 weeks
Task Order 2	Construction Documents	9 weeks
Task Order 3	Permit/Bidding/Construction Administration	6 months (estimated)

COMPENSATION

Compensation will be hourly to a maximum fee of \$288,425 plus approved reimbursable expenses. Invoices will be submitted monthly for services performed to date.

TASK Order 1 - DESIGN DEVELOPMENT \$100,675

Basic Services Consultants

Architexas (Architect)	\$59,750
AEC (Structural)	\$6,650
<u>Cleary Zimmerman (MEP)</u>	<u>\$10,325</u>
TOTAL	\$76,725

Specialty Consultants

Doucet (Civil Engineer)	\$8,000
BAI (Acoustical and Audiovisual Programming Services)	\$5,000
Geotechnical Solutions	\$1,000
Co'Design (Landscape/Irrigation)	\$4,700
Rob Roy Parnell, Inc. (RAS Reviewer)	\$1,750 (100% DD Review + Consultation)
<u>Vermeulens (Cost Estimating)</u>	<u>\$3,500</u>
TOTAL	\$23,950

TASK Order 2 – CONSTRUCTION DOCUMENTS \$110,250

Basic Services Consultants

Architexas (Architect)	\$74,000
AEC (Structural)	\$7,600
<u>Cleary Zimmerman (MEP)</u>	<u>\$14,750</u>
TOTAL	\$96,350

Specialty Consultants

Doucet (Civil Engineer)	\$9,000
Co’Design (Landscape/Irrigation)	\$2,400
Rob Roy Parnell, Inc. (RAS Reviewer)	\$0.00 (Consultation)
<u>Vermeulens (Cost Estimating)</u>	<u>\$2,500</u>
TOTAL	\$13,900

TASK Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMIN. \$77,500

Basic Services Consultants

Architexas (Architect)	\$46,250
AEC (Structural)	\$4,750
<u>Cleary Zimmerman (MEP)</u>	<u>\$4,425</u>
TOTAL	\$55,425

Specialty Consultants

Doucet (Civil Engineer)	\$10,800 (\$6,800 Permitting + \$4,000 CA)
Doucet (Site Permitting)	\$6,000
Co’Design (Landscape/Irrigation)	\$1,000
KS Permitting, LLC (Permitting)	\$1,500
<u>Rob Roy Parnell, Inc. (RAS Reviewer)</u>	<u>\$2,775 (TDLR Registration / Plan Review / Inspection Fee)</u>
TOTAL	\$22,075

REIMBURSABLE EXPENSES

Expenses incurred in the interest of the project are included in the compensation for professional fees and include: In-house printing, copying, postage, mileage (.655/mile) and delivery. Reimbursable expenses will be invoiced at a 1.1 multiplier and are estimated to be \$3,500. Drawing submittals and final Construction Documents will be delivered electronically.

FUTURE ADDITIONAL AV and ACOUSTICAL CONSULTING SERVICES

A proposal will be provided for full Audiovisual Consulting Services will be provided once a scope of services is defined after completion of the Audiovisual Systems Programming and development of a projected budget for this scope of work.

SERVICES NOT INCLUDED IN THIS PROPOSAL

1. Hazardous materials testing, survey, abatement, report, cost estimating or consultation
2. Professional services relating to variance requests by jurisdictional authorities
3. Preparation of Federal or State Tax Credit applications (this may be provided as an additional service)
4. Historic paint analysis (this may be provided as an additional service)
5. Security Consultant Services (Architexas will work with the City’s Security consultant and will integrate Owner consultant work into our documents and project budget)
6. Laboratory Testing
7. Furnishing selection or design
8. Financial Feasibility Studies
9. Environmental Studies
10. Providing services related to future facilities systems and equipment which are not intended to be constructed during the Construction Phase
11. Revising drawings or specifications or other documents after receiving written approvals
12. Providing services made necessary by the default of the Contractor or major Subcontractor
13. Graphic design or branding (other than code required signage, which is included)
14. Rental for vertical access equipment, if needed.
15. Engineering or documentation for LEED® or other sustainable certification programs
16. Value engineering or cost-reduction services or re- design following completion of 50% CDs
17. Services related to environmental remediation
18. Transcribing contractor’s field notes into a final CAD or BIM file for the record-drawing purposes
19. Providing A/E CAD record drawings
20. Design changes after final construction documents have been submitted

21. Multiple CD packages such as a preliminary permit set or foundation package
22. Engineering and/or economic studies of alternative systems or equipment locations
23. IT consulting services
24. Detailed cost estimating Life-cycle cost analyses

HOURLY RATES

Architexas and its consultants will provide the services above at the following hourly rates up to a maximum of the fees indicated in each Task Order. Additional services requested by the Owner that are not part of the scope of work described in this proposal will be billed at these same hourly rates. Additional services must be approved by the Owner in writing before Architexas will provide any additional services.

Architexas

Senior Principal	\$300.00 / hour
Principal	\$250.00 / hour
Project Architect	\$150.00 / hour
Intern Architect	\$100.00 / hour
Senior Historic Preservation Specialist	\$150.00 / hour
Administrative	\$75.00 / hour

AEC

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

Cleary Zimmerman

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

Doucet

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

BAI	
Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

Co'Design	
Senior Principal	\$300.00 / hour
Project Architect	\$150.00 / hour
Intern Architect	\$100.00 / hour
Administrative	\$75.00 / hour

Geotechnical Solutions	fixed fee proposal
Vermeulens	fixed fee proposal
KS Permitting, LLC	fixed fee proposal
Rob Roy Parnell, Inc.	fixed fee proposal

AGREEMENT

If you are in agreement with this proposal, please sign below. We look forward to the opportunity of working with you and your team on this wonderful historic structure in Dripping Springs.

Authorized Representatives:

Michelle Fischer
Dripping Springs, Texas; City Administrator

Date



Larry Isik, AIA, Senior Principal
ARCHITEXAS

05.22.2023
Date

TERMS AND CONDITIONS

Terms and Conditions:

ARCHITEXAS shall perform the services outlined in this Agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated, ARCHITEXAS will have access to the site for activities necessary for the performance of the services. The CLIENT acknowledges that some exploratory work may be required to examine concealed conditions and will be notified of potential areas of work before any work is performed. ARCHITEXAS will take precautions to minimize damage due to exploratory activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between CLIENT and ARCHITEXAS shall be submitted to non-binding mediation. CLIENT and ARCHITEXAS agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments: Invoices for ARCHITEXAS' services shall be submitted on a monthly basis for services performed to date. Invoices shall be payable within 30 days of receipt. If the invoice is not paid within 30 days, ARCHITEXAS may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

Certifications: Guarantees and Warranties: ARCHITEXAS shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ARCHITEXAS cannot ascertain.

Termination of Services: This Agreement may be terminated by the CLIENT or ARCHITEXAS should the other fail to perform its obligations hereunder. In the event of termination, the CLIENT shall pay ARCHITEXAS for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All documents produced by ARCHITEXAS under this agreement shall remain the property of ARCHITEXAS and may not be used by the CLIENT for any other endeavor without the written consent of ARCHITEXAS.

Hazardous Materials Indemnity: The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless ARCHITEXAS, its officers, partners, employees and subconsultants (collectively, ARCHITEXAS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of ARCHITEXAS.

Information Provided By Others: The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. ARCHITEXAS may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. ARCHITEXAS shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ARCHITEXAS. ARCHITEXAS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against ARCHITEXAS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and ARCHITEXAS agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultant's, vendors and other entities involved in this Project to carry out the intent of this provision.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor ARCHITEXAS, their respective officers, directors, partners, employees, contractors or sub-consultant's shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and ARCHITEXAS shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Limitation of Liability: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ARCHITEXAS and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of ARCHITEXAS or its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by ARCHITEXAS under this Agreement, or the total amount of \$288,000 whichever is less.

Betterment: If, due to ARCHITEXAS' negligence, a required item or component of the Project is omitted from ARCHITEXAS' construction documents, ARCHITEXAS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will ARCHITEXAS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Proprietary Information: All portions of this proposal are considered by ARCHITEXAS to be trade secrets and proprietary information that if released without ARCHITEXAS permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this project shall be only under conditions established with the ARCHITEXAS team.

Licensure: In accordance with State law, you are hereby notified of the following: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Meaning of Terms:

- A. ARCHITEXAS: ARCHITEXAS shall mean ARCHITEXAS and its independent professional associates or consultants.
- B. CLIENT: City of Dripping Springs

ATTACHMENT B

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS

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

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

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

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

Type of Contract and Amount of Insurance:

1. Statutory Workers Compensation insurance as required by state law.
2. Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
3. Automobile Liability with a minimum of \$500,000 per combined single limit.
4. Professional Services Professional Liability Insurance with a minimum of \$1 million per occurrence and \$1 million aggregate.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1026083

Date Filed:
05/25/2023

Date Acknowledged:
06/07/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Architexas
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ARC05062023
Architectural Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Irsik, Larry	Austin, TX United States	X	
	Melde, Craig	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1026083

Date Filed:
05/25/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Architexas
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ARC05062023
Architectural Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Irsik, Larry	Austin, TX United States	X	
	Melde, Craig	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Architexas

2 **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.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

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 CIQ as necessary.

N/A

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?

Yes No

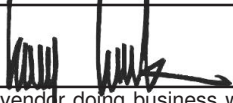
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

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.

N/A

6 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).

7 
Signature of vendor doing business with the governmental entity

May 25, 2023

Date

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT**

This Amendment to the Agreement entered into on or around August 2022, is made and entered into on January 20, 2023, by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the "City") and **Architexas** (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

- 1. **Additional Planning:** In addition to the equipment to be installed under the original agreement, Contractor shall also:
 - A. Programming and space planning with Parks and Community Service Dept. to occupy office space in the building \$1,500
 - B. Provide new elevation design and render in sketch-up for 3D viewing of building exterior massing \$600
 - C. Public Restroom plan drawing CAD \$600
 - D. Public Restroom front elevation drawings (compliant with Historic District guidelines for COA) \$600

TOTAL \$3,300

- 2. **Additional Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in this Amendment and the 2022 Professional Services Agreement. Contractor shall invoice City accordingly. Any charge that is in excess of the total of the 2022 Professional Services Agreement and this Amendment shall not be paid by the City unless additional costs have been approved in writing by the City.
- 3. **Entire Agreement:** This Amendment to this Original Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Amendment incorporates the Original Agreement from 2022.

CITY OF DRIPPING SPRINGS:

Michelle Fischer
Michelle Fischer, City Administrator

1/20/2023
Date

CONTRACTOR:

Architexas
Architexas

1.20.23
Date

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT**

This Amendment to the Agreement entered into on or around June 2023, is made and entered into on January 17, 2024, by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **Architexas** (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

- 1. **Construction Documents and Permitting/Bidding & Construction Administration as shown in Exhibit "A"**: In addition to the services to be provided under the original agreement, Contractor shall also:
 - A. Construction Documents – Architexas (Architect) \$2,500
 - B. Construction Documents – BAI (Acoustical and Audiovisual Design Services) \$7,000
- TOTAL \$9,500

2. **Additional Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in this Amendment and the 2023 Professional Services Agreement. Contractor shall invoice City accordingly. Any charge that is in excess of the total of the 2023 Professional Services Agreement and this Amendment shall not be paid by the City unless additional costs have been approved in writing by the City.

3. **Entire Agreement:** This Amendment to this Original Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Amendment incorporates the Original Agreement from 2023.

CITY OF DRIPPING SPRINGS:

Michelle Fischer
Michelle Fischer, City Administrator

01/17/2024
Date

CONTRACTOR:

[Signature]
Architexas

1/17/24
Date

January 04, 2024

Michelle Fischer
City Administrator
511 Mercer Street
Dripping Springs, Texas 78620
512.858.4725
mfischer@cityofdrippingsprings.com

**Re: Amendment to Existing Agreement for the Historic Stephenson School Building – Full Architectural Services
101 Old Fitzhugh Road, Dripping Springs, Texas 78620**

Architexas is pleased to present this proposed amendment to the City of Dripping Springs for audiovisual and acoustical design services for the restoration, rehabilitation and addition of the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs, Texas. These services will be provided by Architexas and our specialty consultant, BAI, with input and assistance by City of Dripping Springs representatives and are in addition to services defined in the original proposal dated 5/22/23 and signed agreement dated 6/7/23.

SCOPE OF ADDITIONAL SERVICES

Task Order 2 - CONSTRUCTION DOCUMENTS

Acoustics and Audio Visual

Acoustics

- Continued review of acoustical finishes and constructions, through design and construction.

HVAC Noise Control Design

- Review of the HVAC design from a noise control perspective.
- Recommendations to the ME and design team regarding control of HVAC noise levels in occupied spaces

Audiovisual Systems Design

- Confirmation of Audiovisual systems programming, based on intended uses of the building and discussions/decisions to date.
- Design of infrastructure requirements for audio and visual equipment; drawings for inclusion with project documents, and coordination with architecture and electrical engineering team.
- Detailed design documents and specifications.
- Cost estimates at 50% and 100% CD.

Task Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMINISTRATION

- Review and response to RFIs and submittals throughout design and construction.
- Optional commissioning and punch of the installed AV system, to be determined by client during construction. The Commissioning and punch includes the following:
 - Testing and verification of system installation – to certify compliance with the specifications.
 - Report to the client with any outstanding punch list items.
 - Equalization of the audio system for accurate frequency response, gain structure, and operational setup.

ASSUMPTIONS

- Work not included: streaming and IT systems and equipment.
- For purposes of coordination during design, most coordination will be via electronic means, including meetings as required.
- Limited meetings may be held at the job site if required.

PROJECT SCHEDULE

Services will be completed concurrently with the project schedule for full architectural services.

COMPENSATION

Compensation will be hourly to a maximum fee of \$9,500 plus approved reimbursable expenses. Invoices will be submitted monthly for services performed to date.

TASK Order 2 – CONSTRUCTION DOCUMENTS

Architexas (Architect)	\$2,500
<u>BAI (Acoustical and Audiovisual Design Services)</u>	<u>\$7,000</u>
TOTAL	\$9,500

(Review and response to RFIs and submittal review during construction included in Task 2 fee)

OPTIONAL TASK Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMIN.

Commissioning/Punch of AV system	\$2,500
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REIMBURSABLE EXPENSES

Expenses incurred in the interest of the project are included in the compensation for professional fees and include: In-house printing, copying, postage, mileage (.67/mile) and delivery. Reimbursable expenses will be invoiced at a 1.1 multiplier and are estimated to be \$250. Drawing submittals and final Construction Documents will be delivered electronically.

AGREEMENT

If you are in agreement with this proposal, please sign below. We look forward to the opportunity of working with you and your team on this wonderful historic structure in Dripping Springs.

Authorized Representatives:

Michelle Fischer
Dripping Springs, Texas; City Administrator

Date

Larry Hsiek, AIA, Senior Principal
ARCHITEXAS

01.04.2024

Date

September 11, 2024

Michelle Fischer
City Administrator
511 Mercer Street
Dripping Springs, Texas 78620
512.858.4725
mfischer@cityofdrippingsprings.com

**Re: Amendment No. 3 to Existing Agreement for the Historic Stephenson School Building – Full Architectural Services
101 Old Fitzhugh Road, Dripping Springs, Texas 78620**

Architexas is pleased to present this proposed amendment to the City of Dripping Springs for Architectural design related to value engineering, Environmental project specifications, Pre-construction activities, On-site management and Testing, and final report for the restoration, rehabilitation and addition of the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs, Texas. These services will be provided by Architexas and our specialty consultant, Champion Environmental Consulting, Inc. and are in addition to services defined in the original proposal dated 5/22/23 and signed agreement dated 6/7/23.

SCOPE OF ADDITIONAL SERVICES

Task Order 2 - CONSTRUCTION DOCUMENTS

2.5 Revise Construction Documents & Specifications

The following design scope modifications are necessary based on the City Council Budget Subcommittee's recommended pricing reduction scope of work approved during the Sept. 10, 2024 City Council meeting.

- Finish material changes
- Exterior cladding change from 100% stone veneer to a stone veneer wainscot with corrugated metal similar to previous HPC presentation.
- Remove addition of east porch and recess new storefront entry. Modify paving.

2.6 Historic Preservation Commission

Architexas will update the drawings, specifically the exterior elevation and prepare a presentation for the City of Dripping Springs Historical Preservation Commission.

OPTIONAL - Historical Preservation Commission Meeting Presentation

Architexas will present the updated exterior elevation presentation to the City of Dripping Springs Historical Preservation Commission. **ONE (1) MEETING.**

Environmental

- Project Specifications for remediation and disposal of ACM and LBP/LCP at the Site based on the survey conducted by Champion Environmental.
- Coordination of specifications based on project approach at ACM and LBP/LCP containing materials.

Task Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMINISTRATION

- Attend Pre-Construction meetings, answer questions by subcontractors, and prepare Texas Department of State Health Services notification.

- On-Site ACM and LBP/LCP Management and Testing Services including monitoring of work performed by the remediation contractor. Provide compliance area sampling and analysis during all remediation phases of the project including closure sampling/air monitoring.
- Upon completion of the remediation activities, provide a final report documenting:
 - Daily logs of work activities
 - Inspection reports
 - Post-project submittals
 - Off site lab results

ASSUMPTIONS

- For purposes of coordination during design, most coordination will be via electronic means, including meetings as required.
- Limited meetings may be held at the job site as required.

PROJECT SCHEDULE

Services will be completed concurrently with the project schedule.

COMPENSATION

Compensation will be hourly to a maximum fee of \$9,500 plus approved reimbursable expenses. Invoices will be submitted monthly for services performed to date.

TASK Order 2 – CONSTRUCTION DOCUMENTS

Basic Services Consultants	
Architexas (Architect)	\$18,000
<u>AEC (Structural)</u>	<u>\$3,650</u>
TOTAL	\$21,650

Specialty Consultants	
Introspec (Specifications)	\$650
<u>Champion Environmental (Specifications/Workplan)</u>	<u>\$1,595</u>
TOTAL	\$2,245

TASK 2 TOTAL **\$23,895**

Optional HPC Meeting Presentation \$1,200

OPTIONAL TASK Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMIN.

Champion Environmental (On Site Management and Testing Services)	\$4,475
\$895/shift ESTIMATED 5 shifts	
<u>Champion Environmental (Closeout Report)</u>	<u>\$750</u>
Champion TOTAL	\$6,820

Architexas (Architect) \$680

TASK 3 TOTAL **\$7,500**

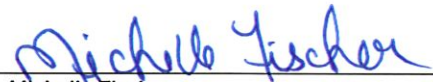
REIMBURSABLE EXPENSES

Expenses incurred in the interest of the project are included in the compensation for professional fees and include: In-house printing, copying, postage, mileage (.67/mile) and delivery. Reimbursable expenses will be invoiced at a 1.1 multiplier and are estimated to not exceed \$500. Drawing submittals and final Construction Documents will be delivered electronically.

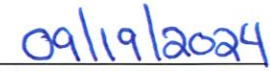
AGREEMENT

If you are in agreement with this proposal, please sign below. We look forward to the opportunity of working with you and your team on this wonderful historic structure in Dripping Springs.

Authorized Representatives:



Michelle Fischer
Dripping Springs, Texas; City Administrator



Date



Alexis McKinney, AIA, Principal
ARCHITEXAS

09.11.2024

Date

City of Dripping Springs Capital Projects

Project	Cost Estimate	Expenditure Date	NOTES / Data Source / Date	Funding Sources										Funding Needed
				Hays POSAC	TXDOT TASA	Landscape Fund	Landscape Fund2	HOT Tax	City Budget	TIRZ Budget	COO Bonds	Fee Offset	Total Funded	
TIRZ Priority Projects														
Old Fitzhugh Rd	8,392,800	May '25 "Ready to Let"	OFR 60% PSE's / HDR / 12/23	1,400,000	1,533,164	-	-	500,000	-	-	-	-	3,433,164	4,959,636
Stephenson Building	3,559,053	Jan '25 "Ready to Bid"	100% CD's Cost Estimate / 6/3/24	-	-	-	-	-	-	-	-	-	-	3,559,053
Downtown Restrooms	300,000	Fall '24 "Construction"	ROMTEC / "Design-Provide-Install Max" Cost Proposal / 6-10-24	-	-	-	-	-	200,000	100,000	-	-	300,000	-
Dripping Springs Community Library	5,167,000	Fall '25 "Construction"	DSCL DD / Cost Estimates / 4/22/24	-	-	-	-	-	-	-	-	-	-	5,167,000
Downtown Parking Lot	1,136,110	Jan '25 "Ready to Bid"	TIRZ PM Est'd / Cost Estimate Pending PSE's Completion / 7/24	-	-	-	-	-	-	-	-	-	-	1,136,110
Stephenson Way Site & Pedestrian	150,000	Fall '24 "Construction"	TIRZ PM Est'd / Cost Estimate Pending PSE's Completion / TBD	-	-	-	-	-	-	-	-	-	-	150,000
Civic Center / City Hall Site	12,000,000	TBD		-	-	-	-	-	-	-	-	-	-	12,000,000
Creek Road Project	10,000,000	TBD	TIRZ Project Plan Update / 10/18/22	-	-	-	-	-	-	-	-	-	-	10,000,000
Downtown Drainage & Sidewalks MP	2,500,000	TBD	"Wallace St" Estimate Portion / TIRZ Project Plan Update / 10/18/22	-	-	-	-	-	-	-	-	-	-	2,500,000
TIRZ Total	43,204,963			1,400,000	1,533,164	-	-	500,000	200,000	100,000	-	-	3,733,164	39,471,799
City Projects														
City Hall Remodel	800,000	FY 2025		-	-	-	-	-	800,000	-	-	-	800,000	-
Maintenance Facility	437,805	FY 2025		-	-	-	-	-	-	-	80,000	-	80,000	357,805
Sports & Rec Park Lighting	2,600,000			-	-	-	-	500,000	-	-	-	-	500,000	2,100,000
Rathgeber Design	695,150			-	-	-	-	-	-	-	-	-	-	695,150
Rathgeber Construction	16,030,472	TBD		3,550,000	-	-	-	-	-	-	-	-	3,550,000	12,480,472
5-Year Road Improvements	3,000,000			-	-	-	-	-	-	-	-	-	-	3,000,000
RR 12 @ Village Grove Pkwy	2,315,169			-	-	-	-	-	-	-	-	800,000	800,000	1,515,169
DSRP Path to Pond	140,000		Repair of the path to the pond at the front of the park, which is regularly washed out.	-	-	-	-	-	-	-	-	-	-	140,000
DSRP Playground Sidewalks	70,000		Installation of sidewalks around the playground (included path across drainage channel.	-	-	-	-	-	-	-	-	-	-	70,000
Outdoor Arena	150,000	FY 2025	Provides an additional arena area	-	-	-	-	-	-	-	-	-	-	150,000
Outdoor Arena Covering	1,050,000	FY 2026+	Provided covering & utilities for additional arena	-	-	-	-	-	-	-	-	-	-	1,050,000
Park Signage	275,000	FY 2026+	Remaining Park entry and wayfinding signage	-	-	-	-	-	-	-	-	-	-	275,000
Founders Pool Heater	50,000		Converts pool heater from propane to natural gas	-	-	-	-	-	-	-	-	-	-	50,000
City Total	27,613,596			3,550,000	-	-	-	500,000	800,000	-	80,000	800,000	5,730,000	21,883,596
	70,818,559	-	-	4,950,000	1,533,164	-	-	1,000,000	1,000,000	100,000	80,000	800,000	9,463,164	61,355,395

City of Dripping Springs Capital Projects

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TIRZ Total	43,204,963			1,400,000	1,533,164	-	-	500,000	200,000	100,000	-	-	3,733,164	39,471,799
City Projects														
City Hall Remodel	800,000	FY 2025		-	-	-	-	-	800,000	-	-	-	800,000	-
Maintenance Facility	437,805	FY 2025		-	-	-	-	-	-	-	80,000	-	80,000	357,805
Sports & Rec Park Lighting	2,600,000			-	-	-	-	500,000	-	-	-	-	500,000	2,100,000
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City Total	27,613,596			3,550,000	-	-	-	500,000	800,000	-	80,000	800,000	5,730,000	21,883,596
	70,818,559	-	-	4,950,000	1,533,164	-	-	1,000,000	1,000,000	100,000	80,000	800,000	9,463,164	61,355,395

Project

Street Improvements

Transportation Improvements

Maintenance Facility

TIRZ Projects

Complete Reconstruction of Existing Roads (FY25)

Design/Construction of New Infrastructure

Purchase & Construction of Maintenance Facility

Construction of OFR, Stephenson Bldg. & DT Parking
Lot

Cost	TIRZ*	City
\$ 616,948	\$ -	\$ 616,948
\$ 1,040,000	\$ -	\$ 1,040,000
\$ 412,805	\$ -	\$ 412,805
\$ 9,654,799	\$ 7,241,099	\$ 2,413,700
\$ 11,724,552	\$ 7,241,099	\$ 4,483,452

	TIRZ	City
Proposed Budget		
\$ 616,948.00	\$ -	\$ 616,948.00
\$ 1,040,000.00	\$ -	\$ 1,040,000.00
\$ 412,804.68	\$ -	\$ 412,804.68
<u>\$ 9,654,798.60</u>	<u>\$ 7,241,098.95</u>	<u>\$ 2,413,699.65</u>
\$ 11,724,551.28	\$ 7,241,098.95	\$ 4,483,452.33

Project	Cost	Split	TIRZ I	TIRZ II
Old Fitzhugh Rd	\$ 4,959,636.00	\$ 3,719,727.00	\$ 2,789,795.25	\$ 929,931.75
Stephenson Building	\$ 3,559,052.60	\$ 2,669,289.45	\$ 1,334,644.73	\$ 1,334,644.73
Downtown Parking Lot	\$ 1,136,110.00	\$ 852,082.50	\$ 426,041.25	\$ 426,041.25
	<u>\$ 9,654,798.60</u>	<u>\$ 7,241,098.95</u>	<u>\$ 4,550,481.23</u>	<u>\$ 2,690,617.73</u>
			62.84%	37.16%



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

Submitted By: Andrew Binz, Director of Parks & Community Services

Council Meeting Date: November 19, 2024

Agenda Item Wording: Presentation by Halff on the Parks, Recreation, and Open Space Master Plan and stakeholder listening session with City Council.

Agenda Item Requestor: Taline Manassian

Summary/Background: The Parks & Community Services Department has begun the process of updating its comprehensive Parks, Recreation, and Open Space Master Plan for 2024 - 2034. This project is intended to serve as a guide for policy decisions; prioritizing and balancing demands and opportunities; and providing a framework for evaluating future land acquisitions, park improvements, and other expenditures of public funds for parks and recreational activities.

The outcome of the Parks, Recreation, and Open Space Master Plan will be a long-range plan for park improvements that will enable multi-year planning for capital investments to occur. The plan will also guide the development of shared programming and educational opportunities and identify new and expanded locations for providing services in partnership with the educational community. The plan will align new investments with a strong community-driven mission and vision that integrates Dripping Springs' strong pursuit of parks, recreations, the arts, and environmental education.

The City of Dripping Springs is hosting a series of listening sessions with stakeholder groups, as we begin the process of drafting the Parks, Recreation, and Open Space Master Plan. The sessions will be facilitated by Halff, our planning consultant team. These gatherings will provide the consultants an opportunity to talk with and hear from a cross-section of the community's public and private leadership early in the planning process.

Recommended Council Actions: NA

Attachments: City Council Questions

Next Steps/Schedule: NA

City of Dripping Springs Parks, Recreation, and Open Space Master Plan

City Council Workshop Questions

November 19, 2024

1. How do you interact with parks and/or recreational programming in Dripping Springs today?
2. What types of improvements do you feel are most needed for Dripping Springs parks, in general? Or what is most needed in the parks system?
3. What about Dripping Springs parks is working well?
4. How would you evaluate the performance of staff responsible for parks and recreation operations over the past few years?
5. Are there certain groups within Dripping Springs (ex: age or ability) that are not being served by the current parks system? Do you have any specific examples?
6. Where do you see challenges in the Drippings Springs parks and recreation system that can be turned into opportunities?
7. What challenges does Dripping Springs face with regards to the demand on parks to serve residents in the ETJ?
8. What role do you see parks and recreation playing in the overall identity of Dripping Springs? How does this contribute to economic development and/or growth?
9. How would you evaluate the city's engagement with the community? How can the city better engage the community in using and supporting the parks and recreation system?
10. How can regional coordination be improved to better support the parks and recreation system in Dripping Springs and to meet the needs of the Dripping Springs community?
11. What is one key takeaway you would like to see for the future of parks and recreation in Dripping Springs?
12. What role does environmental sustainability and conservation play in relation to parks and recreation?
13. Are there any lessons to be learned from the recently completed Rathgeber Vision Plan? Any lessons from previously completed master plans?
14. What opportunities do you see for improvements within specific parks?