



City Council & Board of Adjustment Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, September 03, 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

DSRP Manager Emily Nelson

Maintenance Director Riley Sublett

Parks & Community Services Director Andy Binz

Planning Director Tory Carpenter

IT Director Jason Weinstock

Emergency Management Coordinator Roman Baligad

Community Events Coordinator Johnna Krantz

People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present

the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

PROCLAMATIONS & PRESENTATIONS

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

- 1. Proclamation of the City of Dripping Springs recognizing Brenda Medcalf's 19 years of service and declaring September 10, 2024, as "Brenda Medcalf Day" in the City of Dripping Springs, Texas. Sponsor: Mayor Bill Foulds, Jr.**
- 2. Proclamation of the City of Dripping Springs proclaiming the month of September 2024, as "National Preparedness Month" in the City of Dripping Springs, Texas. Sponsor: Council Member Geoffrey Tahuahua**
- 3. Proclamation of the City of Dripping Springs proclaiming the months of September - November 2024 and March - May 2025, as "Lights Out Migratory Months" in the City of Dripping Springs, Texas. Sponsor: Council Member Sherrie Parks**
- 4. Presentation regarding the proposed Municipal Budget for Fiscal Year 2025.**

CONSENT AGENDA

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

- 5. Approval of the August 20, 2024 City Council meeting minutes.**
- 6. Approval to authorize City Staff to exceed \$50,000.00 worth of purchases from Tellus Equipment Solutions for the Purchase of a Utility Vehicle that was budgeted for the Visitors Bureau in Fiscal Year 2024. Sponsor: Mayor Bill Foulds, Jr.**
- 7. Approval to authorize the Mayor to cast the city's votes in the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election. Sponsor: Mayor Bill Foulds, Jr.**
- 8. Approval to authorize the Mayor to cast the city's vote in the Texas Municipal League Region 10 Election. Sponsor: Mayor Bill Foulds, Jr.**
- 9. Approval of Amended HDR Master Owner-Engineer Agreement for Fiscal Year 2025 for three years, On-Call Services Task Order for Fiscal Year 2025, and authorize staff to approve task orders which are budgeted and that do not exceed a single expenditure of fifty thousand dollars. Sponsor: Mayor Bill Foulds, Jr.**

BUSINESS AGENDA

- 10.** Discuss and consider action on possible updates to the Stephenson Building Plan. *Presenters: Keenan Smith, TIRZ Project Manager; Architexas*
- 11.** Discuss and consider approval of the Rathgeber Natural Resource Park Vision Plan. *Sponsor: Mayor Pro Tem Taline Manassian*
- 12.** Public Hearing regarding the Proposed 2024 Ad Valorem Tax and Levy of One Thousand Seven Hundred and Ninety Four Ten-Thousands Cents (\$0.1794) per one hundred (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.
- 13.** Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas, adopting the 2024-2025 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.
 - a. Staff Report
 - b. Public Hearing
 - c. Budget Ordinance
- 14.** Discuss and consider approval of a Professional Services Agreement with Halff Associates, Inc. for the procurement of the Parks, Recreation & Open Space Master Plan. *Sponsor: Mayor Pro Tem Manassian*
- 15.** Discuss and consider approval of a resolution denying Texas Gas Service Company's proposed rate request at the City level. *Sponsor: Mayor Pro Tem Taline Manassian*
- 16.** Discuss and consider termination of the Use Agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club governing access to multi-use trails at Dripping Springs Ranch Park and direction to staff to negotiate future agreement governing access to multi-use trails at Dripping Springs Ranch Park. *Sponsor: Council Member Sherrie Parks.*

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.

- 17.** 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*

18. **Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
19. **Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, policies, and duties of Shawn Cox, Ginger Faught, Michelle Fischer, Lisa Sullivan, Kevin Campbell, Sonny Garza, Lily Sellers, Amy Kappler, Nick Spillar, Laura Mueller, Riley Sublett, Alison Jamieson, Billy Stevens, Johnna Krantz, Charlie Reed, Shane Pevehouse, John Hill, Selina Segovia, Tory Carpenter, Caylie Houchin, Andrew Thompson, Jason Weinstock, Gray Lahrman, Andy Binz, Teri Sanders, Fletcher Engstrom, Mark Escobedo, Robert Hutson, Kyle Hagen, Jose Esquivel, Cathy Gieselman, Stephanie Hartnett, Anthony Pennell, Wacey Henager, Kat Griego, Sam Larghe, Melanie Engels, Manny Espinosa, Ella Newman, Hannah Salakhov, Chris Segovia, Sarah Scogin, Dane Sorenson, Pam King, Glori Rivas, Patrick Baglietto, Joseph Sell, Rebecca Foxhoven, Heysel Zepeda, Jeffrey Gatlin, Lina Daugvilaite, Aniz Alani, Danny Gonzalez, Madyson Sanchez, Raeann Simpson, Michael Zimmerman, Noe Maldonado, Garrett Osborne, Diana Boone, William Hartman, Sheri Kapanka, Penny Appleman, Roman Baligad, and Emily Nelson.** *Consultation with Attorney, 551.071; Deliberation of Personnel Matters, 551.074.*
20. **Consultation with attorney related to legal issues and options regarding the Dripping Springs Mountain Bike Club.** *551.071, Consultation with Attorney*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

September 17, 2024, at 6:00 p.m.
 October 1, 2024, at 6:00 p.m.
 October 15, 2024, at 6:00 p.m.

Board, Commission, & Committee Meetings

Historic Preservation Commission, September 5, 2024, at 4:00 p.m.
 TIRZ No.1 & No. 2, September 9, 2024, at 4:00 p.m.
 DSRP Board, September 11, 2024, at 11:00 a.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on August 30, 2024 at 6:40 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.



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
RECOGNIZING BRENDA MEDCALF’S 19 YEARS OF SERVICE
AND PROCLAIMING SEPTEMBER 10, 2024, AS**

“BRENDA MEDCALF DAY”

- WHEREAS,** Brenda Medcalf began her service to the City of Dripping Springs as a Founders Day Commissioner in July of 2005; and
- WHEREAS,** Brenda was appointed as Co-Chair of the Founders Day Commission in 2007; and
- WHEREAS,** Brenda served as the sole Chair of the Commission from June of 2014 until her death in August of 2024, comprising a total of 19 years as a Founders Day Commissioner; and
- WHEREAS,** Brenda oversaw all aspects of the planning, funding, and execution of the Dripping Springs Founders Day Festival, with over 275 food and vendor booths, a classic carnival, musical performances, and 75 float parade, drawing over 50,000 attendees annually; and
- WHEREAS,** during her time on the Commission Brenda helped to raise hundreds of thousands of dollars for the festival, keeping the event open and free to the public, while supporting local charities, promoting local businesses, artisans, and musicians; and
- WHEREAS,** Brenda Medcalf’s tireless efforts and passion for the Founders Day Festival were pivotal in the success and growth of the event each year and her absence will be deeply felt by all who love Founders Day.

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

1. That the City of Dripping Springs recognizes and appreciates the 19 years of service that Brenda Medcalf dedicated to our community through her leadership on the Founders Day Festival Commission and the annual organization of the Founders Day Festival; and
2. That September 10, 2024, shall be known as **“Brenda Medcalf Day”**.
3. The City Council calls upon the citizens of Dripping Springs to recognize the many years of service Brenda Medcalf dedicated to the community, and to honor her memory at a memorial to be held next Tuesday, September 10 at 11:00am at the First Baptist Church of Dripping Springs.

Bill Foulds, Jr., Mayor



PROCLAMATION
OF THE CITY OF DRIPING SPRINGS
PROCLAIMING THE MONTH OF SEPTEMBER 2024 AS
“NATIONAL PREPAREDNESS MONTH”

WHEREAS, September is National Preparedness Month, which serves as a reminder that we all must take action to prepare, now and throughout the year, for the types of emergencies that could affect us where we live, work, and also where we visit.

WHEREAS, “National Preparedness Month” creates an opportunity for the residents and businesses in the City of Dripping Springs to prepare their homes, establishments, and communities for any type of emergency including natural disasters and potential terror attacks; and

WHEREAS, the City of Dripping Springs, along with other regional, state, and national partners, support the WarnCentralTexas.org campaign to increase public readiness in preparing for emergencies and educating citizens on how to take action; and

WHEREAS, preparedness is an ongoing effort of all citizens in the CAPCOG region, including youth, older adults, and people with access and functional needs; and

WHEREAS, investing in the preparedness of ourselves, our families, businesses, and communities can reduce fatalities and economic devastation throughout our nation; and

WHEREAS, emergency preparedness is the responsibility of every citizen in the City and all citizens are encouraged to make preparedness a priority.

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

1. That September 2024 shall hereafter be known as “National Preparedness Month” in Dripping Springs, Hays County, Texas.
2. The City of Dripping Springs City Council encourages all citizens and businesses to develop their own emergency preparedness plan, go to WarnCentralTexas.org to register to receive emergency alerts and work as a team towards that end.

Bill Foulds, Jr., Mayor



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING SEPTEMBER – NOVEMBER 2024
AND MARCH – MAY 2025, AS**

“Lights Out Migratory Months”

- WHEREAS,** the Audubon National Lights Out Program, established in 1999 in Chicago, Illinois, was organized to protect birds from light pollution; and,
- WHEREAS,** the City of Dripping Springs has acknowledged the importance of preserving the night sky for birds and people; and,
- WHEREAS,** Texas is a major corridor for birds migrating across the United States each year, seeing approximately one billion birds travel through the state annually; and,
- WHEREAS,** it is important to recognize this massive migration occurs mostly at night; and,
- WHEREAS,** birds and other pollinators are essential to our planet’s ecology, act as benchmarks for environmental health, increase livability, and connect people of all ages and abilities to the natural world; and,
- WHEREAS,** studies show birds support local economies in Texas through Nature Tourism, which is dominated by birding; and,
- WHEREAS,** the Lights Out Program encourages businesses and community members to turn off exterior lights from 11:00 p.m. to 6:00 a.m. during migratory months to reduce light pollution, providing safe and natural migration routes for birds; and,
- WHEREAS,** participation in the Lights Out Program supports other Dripping Springs city initiatives such as the International Dark Sky Community designation, Bird City designation, the Dripping Springs Birding Club, Jr. Birding Club, and will support Nature Tourism in Dripping Springs; and,
- WHEREAS,** the Lights Out Dripping Springs Program, once proclaimed, will be listed as an official partner program on the Audubon website alongside other cities offering the program.

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

1. September through November of 2024 and March through May of 2025 shall hereafter be known as “Lights Out Migratory Months” in Dripping Springs, Hays County Texas.
2. Community members, business owners, and government officials are encouraged to extinguish exterior lights from 11:00 p.m. to 6:00 a.m. during these Lights Out Migratory Months.

Bill Foulds, Jr., Mayor

Parks & Community Services Department

FY25 Additional Staff Request

Existing Job Positions

Park Maintenance Worker (1) – General Fund

- Non-exempt \$22.00-\$24.00/hour.
- Position would also be included in the on-call schedule rotation.

New Job Positions

Assistant Director of Parks & Community Services (1) – General Fund

- Exempt \$75,000 - \$85,000

Assistant Park Maintenance Manager – General Fund

- Exempt \$55,000 - \$65,000

Park Maintenance Division – Restructure Proposal

Park Maintenance Worker I

- Non-exempt \$22.00-\$24.00
- Basic training requirements
 - o FEMA IS100, IS200, IS700, IS800
 - o OSHA General Industry 10Hr
 - o Skid Steer Operation Training
 - o Heavy Equipment Training
- Valid Driver's License
- Takes direction from Park Maintenance Manager and Assistant Manager

Park Maintenance Worker II

- Non-exempt \$23.50-\$26.50
- All Basic training requirements are met
- Intermediate training (Completion and Licensed of 3)
 - o Certified Playground Safety Inspector License
 - o Texas Ag: Governmental Pesticide and Herbicide Applicator Training
 - o OSHA 30Hr General Industry and OSHA 30Hr Construction
 - o Aquatic Facility Operator or Certified Pool Operator
- Valid Driver's License
- Minimum of 1 Year service at City of Dripping Springs or equivalent experience
- Takes direction from Park Maintenance Manager and Assistant Manager

Proposed Plan

Parks & Community Services Director

PCS Assistant Director

Farmers Market Manager

Aquatics Manager

Park Maintenance Manager

DSRP Program Coordinator

Community Events Coordinator

DSRP Manager

Founders Memorial Pool Lifeguards (Seasonal)

Park Maintenance Asst. Manager

DSRP Program Specialist

DSRP Facility Rental Coordinator

DSRP Customer Service Specialist

Park Maintenance Staff (5)

Coyote Camp Staff (Seasonal)

Future Plan





**PARKS & COMMUNITY SERVICES
ASSISTANT DIRECTOR
FULL-TIME EXEMPT**

A. GENERAL PURPOSE

The Parks & Community Services Assistant Director will serve under the supervision of the Parks & Community Services Director and will oversee the operations of Dripping Springs Ranch Park, Recreation Programs, and Community Events. This position requires knowledge of recreation activities, community events, parks, maintenance and special projects, finance and budgeting, and policy and program administration.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assists the Director in managing the operations of the Parks & Community Services Department.
2. Assists the Director in developing and maintaining policies and regulations pertaining to parks and recreation; ensures compliance with all local, state, and federal regulations and laws governing department activities.
3. Supervises assigned divisions by lending supervision and leadership to staff.
4. Coordinates city-wide special events. Responsible for the organization, implementation, coordination, and evaluation of programs and events.
5. Assists with construction, capital and special projects, as assigned.
6. Assists in management of the development and implementation of department goals, objectives, policies, and priorities for each assigned division; establishes, within City policy, appropriate services and staffing levels, and allocates resources accordingly.
7. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support functions, and internal reporting relationships; and identifies opportunities for improvement.
8. As assigned by the Parks & Community Services Director, acts as official department representative and provides assistance to other City departments and outside agencies.
9. Assists with selection, motivation, and evaluations of department staff; provides or coordinates training and works with employees to correct deficiencies; implements and

- administers disciplinary and termination procedures.
10. Assists Director with the department work plan and business plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
 11. Assists with managing and participates in the development and administration of the department budget; estimates funds needed for staffing, equipment, materials, supplies, and projects; directs the monitoring and approval of expenditures; directs the preparation and implementation of budgetary adjustments as necessary. Identifies and helps procure resource opportunities such as grants and donations. Maximizes revenue production through creative programming, sponsorships, and quality control.
 12. As directed, coordinates department activities with those of other departments and outside agencies and organizations; prepares and presents staff reports and other necessary communications. Responds to and resolves sensitive inquiries, concerns, and complaints from both internal and external sources.
 13. Manages and monitors work performance through the assistance of other directors or administrators, including making recommendations on hiring and disciplinary actions, evaluating program / work objectives and effectiveness, and realigning work and staffing assignments as needed.
 14. Attends assigned boards, commissions and / or committee meetings including the Dripping Springs Ranch Park Board and Founders Day Commission, and takes necessary action.
 15. Develops and implements department safety and training programs, establishes programs that limit the severity and number of on-the-job injuries and accidents.
 16. Coordinates the use of recreation fields and facilities. Oversees a variety of contracts such as service agreements, license and rental agreements, management agreements, and other similar documents pertinent to the operation of the parks system.
 17. Stays abreast of new trends and innovations in the field of Parks and Recreation.
 18. Maintains harmony among staff and resolves conflicts / grievances; assists subordinates in understanding / performing duties; adjusts procedures, as needed; -coordinates internal and external work teams; and addresses errors and complaints.
 19. Works with the People and Communications Director on developing, implementing, and evaluating marketing and communications plans for the department's programs, events, and facilities, including website content, advertisements, sponsorship packages, social media posts, fliers, graphics, etc.
 20. Maintains certain records and reports as required.
 21. Deals tactfully and courteously with the public.
 22. Establishes and maintains effective working relationships with other employees, volunteers, park users, and the public.
 23. Performs other duties as may be assigned.

C. SUPERVISION

Works under the general supervision of the Parks & Community Services Director.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Possession of a Bachelor's Degree in Parks and Recreation or related field with a minimum of five years of related experience or progressive supervisory experience required.
2. NRPA Certified Park and Recreation Professional or ability to obtain one within one year.
3. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.
4. Knowledge of the parks and recreation industry and programming such as special events, sports leagues, facilities, aquatics, and park maintenance.
5. Excellent leadership, staff development, financial management and business management skills
6. Knowledge of municipal government planning and preparation, and public administration financing and purchasing regulations.
7. Excellent public relations, marketing, and public information concepts, practices, and skills.
8. Excellent communication and public speaking skills.
9. Ability to effectively plan, organize, and maintain records, implement written policies, and maintain good working relationships.
10. Ability to exercise good judgement and provide technical assistance to assigned staff and other city staff.
11. Ability to analyze problems and present appropriate recommendations.
12. Ability to complete attendance and accounting reports.
13. Ability to maintain regular and predictable attendance.
14. Standard First Aid and C.P.R. certifications required.
15. Ability to handle confidential and sensitive information while maintaining confidentiality.

E. TOOLS AND EQUIPMENT USED

General maintenance equipment, phone, calculator, computer, printer, and related software.

F. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Outdoor work is required in overseeing the maintenance and upkeep of The Ranch Park and Event Center. Must be able to work outside in all weather conditions and be able to lift a minimum of 50 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively, and operate objects, tools, or controls. The employee is often required to climb or balance; stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, identifying and

understanding electrical panels, etc.; must be able to operate assigned vehicle or equipment.

G. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.
2. The noise level in the work environment is usually moderate to loud with frequent interruptions.

H. WORK HOURS

This is a full-time exempt position. Core work hours will be set by the Parks and Community Services Director. This position includes weekend hours, evening and night hours, Holiday hours and during emergencies as assigned year-round and shares the responsibility for staffing the Event Center during these hours with Event Center staff. This position is exempt and eligible for compensatory time off as described in the DRIPPING SPRINGS PERSONNEL MANUAL if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Parks and Community Services Director. Any compensatory time performed must be preapproved by the Parks and Community Services Director.

I. SALARY

Pay range is \$XX to \$XX annually. Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

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

K. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or

harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange accommodation, we encourage you to contact Assistant City Administrator at (512) 858-4725.

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

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
CITY - GENERAL FUND					
Balance Forward	3,712,517.47	3,804,637.39	92,119.92	4,537,933.51	2,732,063.35
Revenue					
AD Valorem	3,389,487.36	3,389,487.36	-	3,236,279.00	3,707,356.54
AV P&I	4,000.00	4,000.00	-	8,371.75	4,000.00
Sales Tax	3,800,000.00	3,800,000.00	-	4,500,000.00	4,500,000.00
Mixed Beverage	75,000.00	75,000.00	-	100,000.00	100,000.00
Alcohol Permits	9,000.00	9,000.00	-	8,000.00	6,500.00
Fire Inspections	50,000.00	50,000.00	-	65,000.00	50,000.00
Bank Interest	50,000.00	50,000.00	-	185,000.00	150,000.00
Development Fees:					
- Subdivision	638,875.00	638,875.00	-	400,000.00	295,100.00
- Site Dev	850,000.00	850,000.00	-	500,000.00	400,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00	-	145,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00	-	1,500,000.00	1,500,000.00
Transportation Improvements Reimbursements	240,000.00	240,000.00	-	240,000.00	1,010,000.00
Solid Waste	45,000.00	45,000.00	-	68,000.00	55,000.00
Health Permits/Inspections	75,000.00	75,000.00	-	80,000.00	75,000.00
Municipal Court					
Other Income	40,000.00	40,000.00	-	40,000.00	40,000.00
TXF from Capital Improvements					
TXF DSRP On Call	10,400.00	10,400.00	-	10,400.00	
TXF from HOT				200,000.00	55,000.00
TXF from WWU					
TXF from TIRZ	100,558.00	100,558.00	-	100,558.00	-
TXF from Sidewalk Fund					29,000.00
FEMA	-	-	-	103,775.15	
CARES Act	-	-	-		
Opioid Abatement	-	-	-		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-		
Total	14,654,837.83	14,746,957.75	92,119.92	16,028,317.41	14,774,019.89
Expense					
Supplies	35,000.00	35,000.00	-	37,000.00	37,000.00
Office IT Equipment and Support	139,499.00	139,499.00	-	139,499.00	117,329.00
Software Purchase, Agreements and Licenses	192,000.00	192,000.00	-	192,000.00	275,405.76
Website	6,800.00	6,800.00	-	6,916.24	7,000.00
Communications Network/Phone	58,395.84	58,395.84	-	64,000.00	85,221.64
Miscellaneous Office Equipment	10,300.00	10,300.00	-	10,300.00	10,000.00
Utilities:					
- Street Lights	20,000.00	20,000.00	-	20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00	-	4,000.00	4,000.00
- Office Electric	5,500.00	5,500.00	-	7,150.00	8,000.00
- Office Water	650.00	650.00	-	750.00	750.00
- DT Restroom Electric					2,000.00
- DT Restroom Water					2,000.00
- Stephenson Electric	1,500.00	1,500.00	-	1,000.00	1,500.00
- Stephenson Water	500.00	500.00	-	600.00	800.00
Transportation:					
- Improvement Projects	1,140,000.00	1,140,000.00	-	1,873,000.00	790,000.00
- Street & ROW Maintenance	211,005.00	211,005.00	-	125,000.00	215,075.00
- Street Improvements	660,000.00	660,000.00	-	899,954.62	-
Office Maintenance/Repairs	19,860.00	19,860.00	-	19,860.00	36,880.00
Stephenson Building Maintenance	550.00	550.00	-	550.00	2,500.00
Maintenance Equipment	8,500.00	8,500.00	-	8,500.00	115,500.00
Equipment Maintenance	6,750.00	6,750.00	-	6,750.00	17,750.00
Maintenance Supplies	6,500.00	6,500.00	-	6,500.00	6,500.00
Fleet Acquisition	361,000.00	361,000.00	-	325,000.00	50,000.00
Fleet Maintenance	78,020.00	78,020.00	-	78,020.00	103,000.00

Item # 4.

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
City Hall Improvements	556,000.00	556,000.00	-	10,000.00	1,100,000.00
Maintenance Facility	-	-	-	-	-
Uniforms	17,500.00	17,500.00	-	17,500.00	17,500.00
Special Projects:					
- Family Violence Ctr	7,000.00	7,000.00	-	7,000.00	7,000.00
- Lighting Compliance	2,000.00	2,000.00	-	2,000.00	2,000.00
- Economic Development	5,000.00	5,000.00	-	5,000.00	5,000.00
- Records Management	1,220.00	1,220.00	-	1,220.00	720.00
- Government Affairs	-	-	-	-	50,000.00
- Stephenson Parking Lot Improvements					
- Stephenson Building Rehabilitation	92,025.00	92,025.00	-	120,317.59	-
- Planning Consultant	165,000.00	257,119.92	92,119.92	92,119.92	30,000.00
- Land Acquisition	10,000.00	10,000.00	-	67,500.00	10,000.00
- Downtown Bathroom	200,000.00	200,000.00	-	200,000.00	-
- City Hall Planning	20,000.00	20,000.00	-		
Public Safety:					
- Emergency Management Equipment	79,200.00	79,200.00	-	79,200.00	67,500.00
- Emergency Equipment Fire & Safety	996.00	996.00	-	996.00	611.00
- Emergency Mgt PR	2,000.00	2,000.00	-	2,000.00	3,000.00
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00	-	12,102.00	12,299.00
- Emergency Management Other	-	-	-	-	
- Animal Control	3,400.00	3,400.00	-	3,400.00	3,400.00
Public Relations	15,300.00	15,300.00	-	15,300.00	15,000.00
Postage	3,500.00	3,500.00	-	5,500.00	4,500.00
TML Insurance:					
- Liability	27,277.00	27,277.00	-	27,277.00	33,908.00
- Property	48,810.00	48,810.00	-	54,000.00	67,191.00
- Workers' Comp	34,656.00	34,656.00	-	52,750.00	42,497.00
Dues, Fees, Subscriptions	31,500.00	31,500.00	-	90,114.00	74,462.85
Public Notices	2,000.00	2,000.00	-	3,500.00	2,600.00
City Sponsored Events					
Election	8,000.00	8,000.00	-	-	8,000.00
Salaries	3,238,716.65	3,238,716.65	-	2,914,844.99	3,862,412.11
Taxes	259,605.82	259,605.82	-	233,645.24	308,326.53
Benefits	279,323.88	279,323.88	-	251,391.49	315,383.39
Retirement	185,186.55	185,186.55	-	166,667.89	213,935.51
DSRP Salaries	540,752.60	540,752.60	-	540,752.60	293,829.00
DSRP Taxes	43,887.57	43,887.57	-	43,887.57	23,737.92
DSRP Benefits	66,694.30	66,694.30	-	66,694.30	35,267.45
DSRP Retirement	31,931.44	31,931.44	-	31,931.44	17,049.43
Professional Services:					
- Financial Services	37,500.00	37,500.00	-	47,620.00	37,500.00
- Engineering	70,000.00	70,000.00	-	70,000.00	70,000.00
- Special Counsel and Consultants	49,000.00	49,000.00	-	49,000.00	16,000.00
- Muni Court	15,500.00	15,500.00	-	8,000.00	15,500.00
- Bldg. Inspector	750,000.00	750,000.00	-	750,000.00	750,000.00
- Fire Inspector	40,000.00	40,000.00	-	65,000.00	40,000.00
- Health Inspector	60,000.00	60,000.00	-	45,000.00	-
- Architectural and Landscape Consultants	5,000.00	5,000.00	-	4,000.00	5,000.00
- Historic District Consultant	13,500.00	19,750.00	6,250.00	19,750.00	29,500.00
- Lighting Consultant	2,000.00	2,000.00	-	2,000.00	2,000.00
- Human Resource Consultant	28,306.00	28,306.00	-	35,000.00	38,200.00
Training/CE	84,158.93	84,158.93	-	84,158.93	100,000.00
Employee Engagement	20,000.00	20,000.00	-	20,000.00	20,000.00
Meeting Supplies	12,700.00	12,700.00	-	7,500.00	3,120.00
Code Publication	5,200.00	5,200.00	-	5,200.00	6,461.47
Mileage	2,000.00	2,000.00	-	1,000.00	2,000.00
Miscellaneous Office Expense	10,000.00	10,000.00	-	10,000.00	10,000.00
Bad Debt Expense	-	-	-	-	
Contingencies/Emergency Fund	50,000.00	50,000.00	-	50,000.00	62,000.00

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	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Coronavirus Local Fiscal Recovery Funds (CLFRF)			-		
Debt Payment 2024	367,000.00	367,000.00	-	-	486,041.67
Debt Payment 2025					865,000.00
TXF to Reserve Fund	500,000.00	500,000.00	-	500,000.00	500,000.00
TXF AV to TIF	668,644.77	528,625.00	(140,019.77)	499,865.31	575,566.14
TXF to TIRZ			-		
Sales Tax TXF to WWU	760,000.00	760,000.00	-	900,000.00	900,000.00
SPA & ECO D TXF	218,880.00	218,880.00	-	259,200.00	259,200.00
TXF to DSRP	-	-	-		
TXF to Capital Improvement Fund	300,000.00	300,000.00	-	-	-
TXF to Vehicle Replacement Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF to WWU			-		
TXF to Founders Day			-		
TXF to Farmers Market	16,679.31	16,679.31	-	16,057.18	16,542.01
Total	13,128,993.66	13,087,343.81	(41,649.85)	12,479,323.31	13,460,731.43

PARKS - GENERAL FUND

Revenue					
Sponsorships and Donations	5,000.00	5,000.00	-	2,600.00	5,500.00
City Sponsored Events			-		
Programs and Events	22,600.00	22,600.00	-	6,257.00	9,500.00
Community Service Permit Fees	1,800.00	1,800.00	-	340.00	1,800.00
Aquatics Program Income	55,300.00	55,300.00	-	55,300.00	41,750.00
Pool and Pavilion Rental	20,800.00	20,800.00	-	20,800.00	21,235.00
Park Rental Fees	6,000.00	6,000.00	-	11,468.00	6,000.00
Reimbursement of Utility Costs			-		
TXF from HOT Fund	-	-	-		16,500.00
TXF from Parkland Dedication	541,480.00	554,040.00	12,560.00	554,040.00	8,500.00
TXF from Parkland Development			-		
TXF from Landscaping Fund	3,000.00	3,000.00	-	3,000.00	60,000.00
Total Revenue	655,980.00	668,540.00	12,560.00	653,805.00	170,785.00

Expense					
Other	13,320.00	13,320.00	-	11,820.00	6,500.00
Park Consultants					
Dues Fees and Subscriptions	3,402.00	3,402.00	-	3,402.00	2,575.00
Advertising & Marketing	16,250.00	16,250.00	-	16,250.00	15,500.00
Total Other	32,972.00	32,972.00	-	31,472.00	24,575.00

Public Improvements					
All Parks	156,500.00	156,500.00	-	156,500.00	247,000.00
Triangle Improvement	-	-	-		5,000.00
Rathgeber Improvements	215,000.00	215,000.00	-	215,000.00	-
Founders Park	597,000.00	597,000.00	-	570,000.00	175,000.00
Founders Pool			-		10,000.00
Skate Park	150,000.00	150,000.00	-	150,000.00	25,000.00
S & R Park	54,000.00	66,560.00	12,560.00	66,560.00	70,000.00
Charro Ranch Park	600.00	600.00	-	600.00	-
Total Improvements	1,173,100.00	1,185,660.00	12,560.00	1,158,660.00	532,000.00

Utilities					
Portable Toilets	7,250.00	7,250.00	-	7,250.00	10,000.00
Hays Trinity Groundwater Permit	-	-		-	150.00
Triangle Electric	500.00	500.00	-	500.00	500.00
Triangle Water	500.00	500.00	-	450.00	500.00
Ranch House Network/Phone	8,568.00	8,568.00	-	8,568.00	8,568.00
S&R Park Water	13,000.00	13,000.00	-	13,000.00	13,000.00
SRP Electric	2,500.00	2,500.00	-	2,500.00	2,500.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-	6,000.00	5,200.00
FMP Pool//Electricity	5,000.00	5,000.00	-	5,200.00	4,200.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Pool Phone/Network	3,040.00	3,040.00	-	4,400.00	2,500.00
FMP Pool Propane	13,250.00	13,250.00	-	6,500.00	10,000.00
Total Utilities	59,608.00	59,608.00	-	54,368.00	57,518.00
Maintenance					
General Maintenance (All Parks)	9,000.00	9,000.00	-	9,000.00	25,000.00
Trail Washout repairs			-		
Equipment Rental	1,000.00	1,000.00	-	500.00	5,000.00
Founders Pool	36,000.00	36,000.00	-	36,000.00	21,000.00
Founders Park	17,740.00	17,740.00	-	17,740.00	26,000.00
Skate Park Maintenance	500.00	500.00	-	500.00	2,500.00
S&R	42,920.00	42,920.00	-	42,920.00	43,500.00
Charro Ranch Park	9,300.00	9,300.00	-	9,300.00	26,150.00
Triangle/ Veteran's Memorial Park	700.00	700.00	-	700.00	5,700.00
Rathgeber Maintenance			-		
Ranch Park Maintenance	-	-			17,000.00
Total Maintenance	117,160.00	117,160.00	-	116,660.00	171,850.00
Supplies					
General Parks	8,550.00	8,550.00	-	8,550.00	19,600.00
Charro Ranch Supplies	1,250.00	1,250.00	-	1,250.00	1,050.00
Founders Park Supplies	-	-	-		-
Founders Pool Supplies	40,075.00	40,075.00	-	40,075.00	26,200.00
Program and Events	10,950.00	10,950.00	-	10,950.00	10,950.00
DSRP & Ranch House Supplies			-		
Rathgeber Supplies	600.00	600.00	-	500.00	1,504.00
S&R Supplies	400.00	400.00	-	400.00	400.00
Total Supplies	61,825.00	61,825.00	-	61,725.00	59,704.00
Program Staff					
Camp Staff			-		-
Program Event Staff	27,801.76	27,801.76	-	27,801.76	16,840.00
Aquatics Staff	130,642.09	130,642.09	-	130,642.09	126,813.64
Total Staff Expense	158,443.85	158,443.85	-	158,443.85	143,653.64
Total Parks Expenditures	1,603,108.85	1,615,668.85	12,560.00	1,581,328.85	989,300.64
FOUNDERS DAY - GENERAL FUND					
Balance Forward	46,869.01	46,869.01	-	46,869.01	63,778.56
Revenue			-		
Craft booths/Business Booths	6,250.00	6,250.00	-	6,167.25	7,540.00
Food booths	1,300.00	1,300.00	-	1,575.00	1,500.00
BBQ cookers	4,600.00	4,600.00	-	4,950.00	5,115.00
Carnival	14,000.00	14,000.00	-	16,739.00	15,000.00
Parade	4,000.00	4,000.00	-	4,130.00	4,675.00
Sponsorship	90,000.00	90,000.00	-	118,900.00	100,000.00
Parking concession	1,000.00	1,000.00	-	1,522.12	500.00
Electric	3,300.00	3,300.00	-	3,600.00	3,000.00
Misc.			-		
TXF from General Fund			-		
Total	171,319.01	171,319.01	-	204,452.38	201,108.56
Expense					
Publicity	2,500.00	2,500.00	-	1,000.00	1,400.00
Porta-Potties	15,000.00	15,000.00	-	8,368.10	10,000.00
Security	35,000.00	35,000.00	-	37,621.65	38,000.00
Health, Safety & Lighting	30,500.00	30,500.00	-	27,078.02	17,500.00
Transportation	7,000.00	7,000.00	-	5,700.00	10,500.00
Barricades/Traffic Plan	6,500.00	6,500.00	-	8,130.00	21,500.00
Bands/Music/Sound	22,500.00	22,500.00	-	19,436.52	25,000.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Clean Up	20,000.00	20,000.00	-	16,925.41	18,500.00
FD Event Supplies	7,750.00	7,750.00	-	4,431.40	1,000.00
Sponsorship	6,000.00	6,000.00	-	2,326.69	3,500.00
Parade	650.00	650.00	-	438.28	500.00
Tent, Tables & Chairs	4,400.00	4,400.00	-	6,992.75	7,000.00
Electricity	2,000.00	2,000.00	-	2,000.00	2,000.00
FD Electrical Setup	225.00	225.00	-	225.00	225.00
Contingencies	-	-	-	-	-
Total expenses	160,025.00	160,025.00	-	140,673.82	156,625.00
Balance Forward	11,294.01	11,294.01	-	63,778.56	44,483.56

ECLIPSE - 2024

Revenue					
Sponsorships					
- Sunblock Party	20,000.00	20,000.00	-	20,302.50	-
- Glasses	5,000.00	5,000.00	-	-	-
- Misc. Sponsorships	5,000.00	5,000.00	-	-	-
Sales					
- Glasses	12,000.00	12,000.00	-	59,516.09	-
- T-Shirts	3,500.00	3,500.00	-	-	-
- Other	2,000.00	2,000.00	-	-	-
TXF from HOT	62,709.00	62,709.00	-	62,709.00	-
Total	110,209.00	110,209.00	-	142,527.59	-

Expense					
Merchandise					
- Glasses	14,139.00	14,139.00	-	43,619.73	-
- T-Shirts	2,500.00	2,500.00	-	-	-
- Stickers	1,000.00	1,000.00	-	-	-
- Other	6,000.00	6,000.00	-	-	-
Maintenance	32,670.00	32,670.00	-	31,231.00	-
Block Party	28,500.00	28,500.00	-	3,561.02	-
Other	25,400.00	25,400.00	-	17,301.30	-
Total expenses	110,209.00	110,209.00	-	95,713.05	-

CONSOLIDATED GENERAL FUND

Revenue					
City	14,654,837.83	14,746,957.75	92,119.92	16,028,317.41	14,774,019.89
Parks	655,980.00	668,540.00	12,560.00	653,805.00	170,785.00
Founders	171,319.01	171,319.01	-	204,452.38	201,108.56
Eclipse	110,209.00	110,209.00	-	142,527.59	-
Total	15,592,345.84	15,697,025.76	104,679.92	17,029,102.38	15,145,913.45
Expense					
City	13,128,993.66	13,087,343.81	(41,649.85)	12,479,323.31	13,460,731.43
Parks	1,603,108.85	1,615,668.85	12,560.00	1,581,328.85	989,300.64
Founders	160,025.00	160,025.00	-	140,673.82	156,625.00
Eclipse	110,209.00	110,209.00	-	95,713.05	-
Total Expense	15,002,336.50	14,973,246.65	(29,089.85)	14,297,039.03	14,606,657.07
Balance Forward	590,009.34	723,779.11	133,769.77	2,732,063.35	539,256.39

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	31,438.39	31,438.39	-	31,438.39	28,193.38
Revenue					
FM Sponsor	4,000.00	4,000.00	-	1,000.00	1,000.00
Grant Income	1,000.00	1,000.00	-	1,000.00	1,000.00
Booth Space	70,000.00	70,000.00	-	55,574.29	66,000.00
Applications	1,800.00	1,800.00	-	1,337.14	1,400.00
Membership Fee	2,000.00	2,000.00	-	2,100.00	2,200.00
Interest Income	1,300.00	1,300.00	-	1,836.38	1,200.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Market Event/Merch.	1,000.00	1,000.00	-	200.00	400.00
Transfer from General Fund	16,679.31	16,679.31	-	16,057.18	16,542.01
Total	129,217.70	129,217.70	-	110,543.38	118,535.39

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Expense					
Advertising	4,700.00	4,700.00	-	3,700.00	4,700.00
Market Manager	56,968.21	56,968.21	-	57,300.00	60,468.30
Payroll Tax Expense	4,610.07	4,610.07	-	4,750.00	4,877.83
DSFM Benefits	6,676.72	6,676.72	-	6,750.00	7,057.78
Retirement	3,363.97	3,363.97	-	3,450.00	3,508.67
Entertainment & Activities	3,000.00	3,000.00	-	4,000.00	5,000.00
Dues Fees & Subscriptions	200.00	200.00	-	200.00	200.00
Training	100.00	100.00	-	100.00	100.00
Office Expense	200.00	200.00	-	200.00	200.00
Supplies Expense	-	-	-	-	-
Network & Phone	200.00	200.00	-	200.00	200.00
Cleaning & Maintenance	2,200.00	2,200.00	-	1,200.00	2,200.00
Other Expense	-	-	-	-	-
Capital Fund	-	-	-	-	-
Contingency Fund	500.00	500.00	-	500.00	500.00
Transfer to Reserve Fund	35,000.00	35,000.00	-	-	-
Total Expense	117,718.98	117,718.98	-	82,350.00	89,012.58
Balance Forward	11,498.72	11,498.72	-	28,193.38	29,522.81

PARKLAND DEDICATION FUND					
Balance Forward	564,405.81	564,405.81	-	564,405.81	10,365.81
Revenue					
Parkland Fees	-	-	-	-	-
Total Revenue	564,405.81	564,405.81	-	564,405.81	10,365.81

Expense					
Park Improvements	541,480.00	554,040.00	12,560.00	554,040.00	-
TXF to AG Facility	-	-	-	-	-
Master Naturalists	-	-	-	-	-
Total Expenses	541,480.00	554,040.00	12,560.00	554,040.00	-
Balance Forward	22,925.81	10,365.81	(12,560.00)	10,365.81	10,365.81

PARKLAND DEVELOPMENT FUND					
Balance Forward	-	-	-	-	-
Revenue					
Parkland Development Fees	-	-	-	-	-
Total Revenue	-	-	-	-	-

Expense					
Transfer to Parks	-	-	-	-	-
Total Expenses	-	-	-	-	-
Balance Forward	-	-	-	-	-

AG FACILITY FUND					
Balance Forward	-	-	-	24,500.00	-
Revenue					
Ag Facility Fees	-	-	-	84,800.00	-
Total Revenues	-	-	-	109,300.00	-

Expense					
TXF to DSRP	-	-	-	109,300.00	-
Total Expense	-	-	-	109,300.00	-

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Balance Forward	-	-	-	-	-
LANDSCAPING FUND					
Balance Forward	624,827.64	624,827.64	-	555,567.00	509,067.00
Revenue					
Tree Replacement Fees			-		
Total Revenues	624,827.64	624,827.64	-	555,567.00	509,067.00
Expense					
Sports and Rec Park	-	-	-	-	-
DSRP			-	-	-
FMP	3,000.00	3,000.00	-	3,000.00	
Charro			-	-	-
Historic Districts			-	-	-
Professional Services			-	-	-
Tree Maintenance	25,000.00	41,200.00	16,200.00	41,200.00	25,000.00
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00	-	2,300.00	2,300.00
Total Expense	30,300.00	46,500.00	16,200.00	46,500.00	27,300.00
Balance Forward	594,527.64	578,327.64	(16,200.00)	509,067.00	481,767.00
SIDEWALK FUND					
Balance Forward	1,497.00	1,497.00	-	29,828.96	29,828.96
Revenue					
Fees	-	-	-	-	-
Total Revenues	1,497.00	1,497.00	-	29,828.96	29,828.96
Expense					
Expense	-	-	-	-	29,000.00
Total Expense	-	-	-	-	29,000.00
Balance Forward	1,497.00	1,497.00	-	29,828.96	828.96
DRIPPING SPRINGS RANCH PARK OPERATING FUND					
Balance Forward	242,088.02	242,088.02	-	240,004.35	153,038.06
Revenue					
Stall Rentals	37,200.00	37,200.00	-	45,000.00	40,000.00
RV/Camping Site Rentals	19,000.00	19,000.00	-	26,605.00	21,000.00
Facility Rentals	113,500.00	113,500.00	-	145,000.00	125,000.00
Equipment Rental	6,000.00	6,000.00	-	15,500.00	8,000.00
Sponsorships & Donations	52,275.00	52,275.00	-	11,111.00	52,275.00
Merchandise Sales	22,065.20	22,065.20	-	28,000.00	22,065.20
Riding Permits	9,500.00	9,500.00	-	7,680.00	8,000.00
Staff & Misc. Fees	4,000.00	4,000.00	-	4,000.00	4,000.00
Cleaning Fees	25,000.00	25,000.00	-	25,160.00	25,000.00
General Program and Events:					
- Riding Series	35,000.00	35,000.00	-	32,500.00	35,000.00
- Coyote Camp	137,100.00	137,100.00	-	114,000.00	137,100.00
- Misc. Events	2,000.00	2,000.00	-	29,182.00	12,000.00
- Programing	15,100.00	15,100.00	-	37,940.84	53,000.00
- Concert Series			-		
- Ice Rink	329,425.00	320,625.00	(8,800.00)	119,206.00	229,169.00
- Ice Rink Merchandise			-	500.00	500.00
Concessions	-	-	-	987.50	
Other Income	500.00	500.00	-	1,400.00	500.00
Interest	2,000.00	2,000.00	-	7,500.00	4,500.00
TXF from Ag Facility			-	109,300.00	-
TXF from HOT	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00
Total Revenue	1,351,753.22	1,351,753.22	-	1,322,921.69	1,260,000.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Expense					
Advertising	15,000.00	15,000.00	-	4,332.95	15,000.00
Office Supplies	10,000.00	10,000.00	-	3,500.00	10,000.00
Postage	-	-	-	-	-
DSRP On Call	10,400.00	10,400.00	-	10,400.00	-
Programing Staff	108,246.48	108,246.48	-	95,000.00	154,246.48
Network and Communications	14,518.00	14,518.00	-	16,500.00	9,414.00
IT Equipment & Support	5,000.00	5,000.00	-	5,000.00	3,000.00
Co-Sponsored Events	7,900.00	7,900.00	-	-	7,900.00
Sponsorship Expenses	2,100.00	2,100.00	-	-	2,100.00
Supplies and Materials	13,545.00	13,545.00	-	18,545.00	-
Uniforms	3,500.00	3,500.00	-	1,250.00	1,000.00
Ranch House Supplies	1,000.00	1,000.00	-	500.00	1,000.00
Dues, Fees and Subscriptions	5,127.50	5,127.50	-	5,127.50	5,127.50
Mileage	500.00	500.00	-	500.00	500.00
Equipment	20,000.00	20,000.00	-	20,000.00	5,000.00
House Equipment			-		
Equipment Rental	2,000.00	2,000.00	-	3,500.00	3,000.00
Equipment Maintenance	25,000.00	25,000.00	-	25,000.00	25,000.00
Portable Toilets	2,500.00	2,500.00	-	960.00	960.00
Electric	60,000.00	60,000.00	-	69,000.00	60,000.00
Water	7,000.00	7,000.00	-	18,250.00	7,000.00
Septic	750.00	750.00	-	750.00	750.00
Lift Station Maintenance	12,000.00	12,000.00	-	20,000.00	12,000.00
Propane/Natural Gas	2,500.00	2,500.00	-	3,000.00	2,500.00
On Call Phone	-	-	-	-	-
Alarm	6,660.00	6,660.00	-	8,000.00	13,317.24
Stall Cleaning & Repair	4,000.00	4,000.00	-	4,200.00	4,000.00
Training and Education	12,400.00	12,400.00	-	7,126.85	-
General Program and Events:			-		
- Riding Series	32,000.00	32,000.00	-	26,500.00	28,000.00
- Coyote Camp	16,000.00	16,000.00	-	16,000.00	12,000.00
- Misc. Events	700.00	700.00	-	24,709.44	700.00
- Programing	8,000.00	8,000.00	-	10,744.89	8,000.00
- Concert Series			-		
- Ice Rink	242,719.40	242,719.40	-	291,319.76	229,169.00
Other Expense	20,000.00	20,000.00	-	5,000.00	10,000.00
Improvements	355,000.00	355,000.00	-	200,000.00	320,000.00
Tree Planting			-		
Contingencies	50,000.00	50,000.00	-	68,625.00	30,000.00
Fleet Acquisition	-	-	-	-	-
Fleet Maintenance	5,500.00	5,500.00	-	1,500.00	3,000.00
General Maintenance and Repair	155,697.24	155,697.24	-	115,697.24	149,040.00
Grounds and General Maintenance	21,690.00	21,690.00	-		21,690.00
House Maintenance	10,000.00	10,000.00	-	5,000.00	5,000.00
HCLE	13,200.00	13,200.00	-	13,200.00	13,200.00
Merchandise	17,065.20	17,065.20	-	19,000.00	17,065.20
RV/Parking Lot			-		
TXF to Vehicle Replacement Fund	32,145.00	32,145.00	-	32,145.00	31,906.08
Total Expenses	1,331,363.82	1,331,363.82	-	1,169,883.63	1,221,585.50
Balance Forward	20,389.40	20,389.40	-	153,038.06	38,561.76
HOTEL OCCUPANCY TAX FUND					
Balance Forward	549,203.99	549,203.99	-	618,439.63	626,259.95
Revenues					
Hotel Occupancy Tax	800,000.00	800,000.00	-	1,105,664.55	900,000.00
Interest	7,200.00	7,200.00	-	18,000.00	7,200.00
Total	1,356,403.99	1,356,403.99	-	1,742,104.18	1,533,259.95

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Expenses					
Advertising	-	-	-	-	300.00
Christmas Lighting Displays	27,290.00	67,290.00	40,000.00	67,290.00	27,290.00
City Sponsored Events	-	-	-	-	-
Historic Districts Marketing	-	-	-	-	-
Signage	8,840.00	8,840.00	-	56,840.00	90,200.00
Arts	20,000.00	20,000.00	-	35,000.00	-
Lighting	-	-	-	-	-
Dues and Fees	12,000.00	12,000.00	-	4,715.00	5,000.00
TXF to Debt Service	88,487.50	88,487.50	-	88,487.50	90,375.00
RV/ Parking Lot	-	-	-	-	-
Software	8,000.00	8,000.00	-	5,500.00	5,000.00
TXF to General Fund	62,709.00	62,709.00	-	262,709.00	55,000.00
TXF to DSVB	233,072.73	233,072.73	-	233,072.73	550,000.00
TXF to Event Center	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00
Grants	39,885.00	39,885.00	-	39,885.00	40,842.00
Total expenses	800,284.23	849,084.23	48,800.00	1,115,844.23	1,194,007.00
Balance Forward	556,119.76	507,319.76	(48,800.00)	626,259.95	339,452.95

VISITORS BUREAU

Balance Forward	-	-	-	-	-
Revenue					20,396.45
Fees					
- Brewers Fest	1,000.00	1,000.00	-	900.00	1,000.00
- Wedding Showcase	14,000.00	14,000.00	-	8,796.68	9,000.00
Ticket Sales					
- Brewers Fest	12,000.00	12,000.00	-	16,609.00	17,000.00
- Dripping with Taste	5,000.00	5,000.00	-	5,271.69	-
- Songwriter's Festival	8,500.00	8,500.00	-	9,160.00	9,000.00
Merchandise					
- Brewers Fest	1,000.00	1,000.00	-	-	-
- Songwriters Festival	5,000.00	5,000.00	-	3,131.47	4,000.00
- Eclipse	2,000.00	2,000.00	-	-	-
Sponsorships & Donations					
- Songwriter's Festival	78,000.00	78,000.00	-	60,000.00	70,000.00
- Brewers Fest	-	-	-	1,000.00	1,000.00
- Stars in Dripping Springs	-	-	-	-	20,000.00
Grants					
TXF from HOT Fund	233,072.73	233,072.73	-	233,072.73	550,000.00
Other Revenues	-	-	-	9,390.02	9,000.00
Interest	-	-	-	5,000.00	5,000.00
Total	359,572.73	359,572.73	-	352,331.59	715,396.45

Expense					
Personnel					
- Salaries	144,350.00	144,350.00	-	115,480.00	142,604.40
- Taxes	11,546.78	11,546.78	-	9,237.42	11,413.24
- Benefits	13,430.08	13,430.08	-	10,744.06	14,170.16
- TMRS	8,523.87	8,523.87	-	6,819.10	8,274.62
Dues, Fees and Subscriptions	3,525.00	3,525.00	-	2,035.00	3,065.00
Advertising & Marketing	20,053.00	20,053.00	-	47,979.41	66,742.00
Supplies	1,800.00	1,800.00	-	2,096.00	2,500.00
IT Equipment & Support	-	-	-	-	-
Software	25,260.00	25,260.00	-	25,260.00	21,960.00
Training & Education	3,000.00	3,000.00	-	3,725.00	8,800.00
Professional Services					
- Marketing Consultant	5,000.00	5,000.00	-	5,000.00	5,000.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
Utilities					
- Water			-		
- Electricity	650.00	650.00	-	405.20	1,000.00
- Phone/Network			-		
Website	7,150.00	7,150.00	-	7,150.00	10,000.00
Office Maintenance/Repairs	13,740.00	13,740.00	-	13,740.00	10,700.00
Office Improvements	-	-	-	-	-
Postage	250.00	250.00	-	250.00	500.00
Other	7,214.00	7,214.00	-		-
Brewers Fest	7,680.00	7,680.00	-	17,358.60	17,675.00
Dripping with Taste	4,700.00	4,700.00	-	4,700.00	-
Songwriter's Festival	68,700.00	68,700.00	-	15,000.00	100,000.00
Wedding Showcases	13,000.00	13,000.00	-	4,955.35	2,000.00
Stars in Dripping Springs	-	-	-	-	40,000.00
Transfer to Capital	-	-	-	40,000.00	40,000.00
Total expenses	359,572.73	359,572.73	-	331,935.14	506,404.42
Balance Forward	-	-	-	20,396.45	208,992.03

Item # 4.

UTILITY FUND

Balance Forward	6,393,898.25	7,196,505.62	802,607.37	7,196,505.52	6,139,976.41
Wastewater					
Revenue					
TXF from TWDB	14,715,000.00	14,715,000.00	-	150,000.00	-
Wastewater Service	1,478,767.68	1,478,767.68	-	1,478,767.68	1,672,883.25
Late Fees/Rtn check fees	9,600.00	9,600.00	-	13,762.85	9,000.00
Portion of Sales Tax	760,000.00	760,000.00	-	900,000.00	-
Delayed Connection Fees	5,000.00	5,000.00	-	17,500.00	5,000.00
Line Extensions			-		-
Transfer fees	-	-	-		-
Overuse fees	335,135.58	335,135.58	-	174,000.00	-
Reuse Fees	204,350.00	204,350.00	-	-	-
FM 150 WWU Line Reimbursement	60,000.00	60,000.00	-	5,000.00	-
Interest			-		-
Other Income			-		-
Water Income			-		-
Developer Reimbursed Costs	927,000.00	994,788.29	67,788.29	245,000.00	-
TXF from General Fund			-		-
Total Revenues	18,494,853.26	18,562,641.55	67,788.29	2,984,030.53	1,686,883.25

Expense					
Administrative and General Expense:					
- Regulatory Expense			-		-
- Planning and Permitting	5,000.00	5,000.00	-	35,000.00	-
Engineering:			-		
- Engineering & Surveying			-		-
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00	-	5,000.00	-
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00	-	13,000.00	-
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00	-	-	-
- Sewer Planning CAD 1971-001	15,000.00	15,000.00	-	2,000.00	-
- Water Planning 1982-001	5,000.00	5,000.00	-	2,000.00	-
- FM 150 WWU Line 1989-001	60,000.00	60,000.00	-	5,000.00	-
- Parallel West Interceptor Design& Cost			-	-	-
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00	-	5,000.00	-
- TLAP Renewal application 1732-001	10,000.00	10,000.00	-		-
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00	-	25,000.00	-
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	100,000.00	-	20,000.00	-
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00	-	15,000.00	-
- Cannon Tract - 1842-001	2,000.00	2,000.00	-	7,500.00	-
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00	-	40,000.00	-

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00	-	7,500.00	-
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	75,000.00	-	40,000.00	-
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	5,000.00	-	-	-
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00	-	20,000.00	-
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00	-
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00	-
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	25,000.00	-
- TLAP Renewal application	-	-	-	-	-
System Operations and Maintenance:	-	-	-	-	-
- Routine Operations	87,000.00	87,000.00	-	19,584.86	95,700.00
- Non-Routine Operations	85,800.00	85,800.00	-	31,744.67	94,400.00
- System Maintenance & Repair	24,000.00	166,270.14	142,270.14	166,270.14	30,000.00
- Chlorinator Maintenance	3,900.00	3,900.00	-	1,250.00	4,500.00
- Chlorinator Alarm	1,300.00	1,300.00	-	-	1,500.00
- Odor Control	26,000.00	26,000.00	-	-	28,600.00
- Meter Calibrations	2,730.00	2,730.00	-	850.00	3,500.00
- Lift Station Cleaning	27,300.00	27,300.00	-	35,000.00	35,000.00
- Jet Cleaning Collection lines	27,360.00	27,360.00	-	27,360.00	50,000.00
- Drip Field Lawn Maintenance	10,000.00	10,000.00	-	3,000.00	11,000.00
- Drip Field Maint & Repairs	20,000.00	20,000.00	-	7,500.00	30,000.00
- Drip Field Meter Box Replacement	-	-	-	-	-
- Lift Station repairs	27,300.00	27,300.00	-	5,000.00	35,000.00
- Autodialer Replacement	-	-	-	-	-
- Lift Station Preventative Maintenance	9,700.00	9,700.00	-	1,000.00	11,000.00
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00	-	54,718.00	70,000.00
- Chemicals	15,000.00	15,000.00	-	8,797.50	16,500.00
- Electricity	80,000.00	80,000.00	-	58,303.50	88,000.00
- Laboratory Testing	-	-	-	-	-
- Sludge Hauling	150,000.00	150,000.00	-	109,929.00	165,000.00
- Phone/Network	-	-	-	-	-
- Supplies	28,500.00	28,500.00	-	18,708.00	-
- Wastewater Flow Measurement	9,000.00	9,000.00	-	9,000.00	-
- Backwash Flow Meter & Check valve	-	-	-	-	-
- Arrowhead Plant Operations	-	-	-	-	-
- Big Sky Plant Operations	-	-	-	-	-
Arrowhead Operations and Maintenance:	-	-	-	-	-
- Routine Operations	23,250.00	23,250.00	-	9,834.00	26,000.00
- Non-Routine Operations	21,450.00	21,450.00	-	20,161.00	24,000.00
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,750.00
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,100.00
- Meter Calibrations	1,200.00	1,200.00	-	850.00	1,400.00
- Lift Station Cleaning	3,000.00	3,000.00	-	3,000.00	6,000.00
- Drip Field Lawn Maintenance	44,000.00	44,000.00	-	-	44,000.00
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	-	8,000.00
- Lift Station repairs	2,500.00	2,500.00	-	-	3,000.00
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	2,000.00
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	5,676.00	17,000.00
- Chemicals	13,000.00	13,000.00	-	9,780.00	14,300.00
- Electricity	20,000.00	20,000.00	-	11,343.00	22,000.00
- Sludge Hauling	39,000.00	39,000.00	-	51,226.00	50,000.00
- Capital Projects	2,029,109.57	2,029,109.57	-	500,000.00	-
- Arrowhead Plant Lease(s)	-	-	-	-	286,560.00
Big Sky Operations and Maintenance:	-	-	-	-	-
- Routine Operations	23,250.00	23,250.00	-	-	23,250.00
- Non-Routine Operations	21,450.00	21,450.00	-	-	21,450.00
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,500.00
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,000.00
- Meter Calibrations	1,200.00	1,200.00	-	-	1,200.00
- Lift Station Cleaning	3,000.00	3,000.00	-	-	3,000.00
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	-	7,500.00

Item # 4.

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed	Item # 4.
- Lift Station repairs	2,500.00	2,500.00	-	-	2,500.00	
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	1,000.00	
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	-	5,000.00	
- Chemicals	13,000.00	13,000.00	-	-	13,000.00	
- Electricity	20,000.00	20,000.00	-	-	20,000.00	
- Sludge Hauling	39,000.00	39,000.00	-	-	39,000.00	
- Supplies	7,500.00	7,500.00	-	-	-	
Other Expense	85,000.00	85,000.00	-	40,000.00	-	
Capital Projects:						
- Road Reconstruction						
- HRTreated Effluent Fill Station	200,000.00	200,000.00	-	-	-	
- Parallel West Interceptor						
- Arrowhead Drain Field	1,800,000.00	1,800,000.00	-	1,800,000.00	-	
- Parallel West Interceptor						
Other:						
- Reimbursement to Caliterra Oversize of West Interceptc	-	670,464.62	670,464.62	670,464.62	-	
TWDB Engineering:						
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00	-	45,000.00	-	
- East Interceptor 1951-001	125,000.00	125,000.00	-	45,000.00	-	
- Effluent HP 1952-001	175,000.00	175,000.00	-	20,000.00	-	
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00	-	5,000.00	-	
- WWTP Design Assistance						
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00	-	15,000.00	-	
Miscellaneous:						
- Consultants and Legal	230,000.00	230,000.00	-	40,000.00	-	
TWDB Capital Projects:						
- West Interceptor	2,000,000.00	2,000,000.00	-	-	-	
- South Collector, LS and FM and TE Line	125,000.00	125,000.00	-	-	-	
- East Interceptor	50,000.00	50,000.00	-	-	-	
- Effluent Holding Pond	2,000,000.00	2,000,000.00	-	-	-	
- WWTP	12,000,000.00	12,000,000.00	-	-	-	
Transfer to General Fund						
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00	-	37,936.00	50,545.02	
Total Expense	22,954,485.57	23,767,220.33	812,734.76	4,165,286.29	1,466,755.02	

DEVELOPMENT/CAPITAL

Revenues

Developer Reimbursed Costs	-	-	-	-	567,500.00	
Portion of Sales Tax	-	-	-	-	900,000.00	
Overuse fees	-	-	-	-	221,841.43	
Line Extension Fees					-	
Reuse Fees	-	-	-	-	-	
FM 150 WWU Line Reimbursement	-	-	-	-	40,000.00	
Other Income	-	-	-	-	40,000.00	
PEC	-	-	-	-	130,000.00	
ROW Fees	-	-	-	-	3,500.00	
Cable	-	-	-	-	130,000.00	
TX Gas Franchise Fees	-	-	-	-	4,250.00	
Interest	-	-	-	-	180,000.00	
Total Revenue	-	-	-	-	2,217,091.43	

Expense

- Construction Phase Services HR TEFS 1873-001	-	-	-	-	15,000.00	
- Misc. Planning/Consulting 1431-001					67,500.00	
- 2nd Amendment CIP 1881-001	-	-	-	-	60,000.00	
- Sewer Planning CAD 1971-001					15,000.00	
- Water Planning 1982-001					5,000.00	
- FM 150 WWU Line 1989-001					40,000.00	
- Parallel West Interceptor Design& Cost					-	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
- Caliterra Plan Review & construction Phase Services 1930-002				-	15,000.00
- TLAP Renewal application 1732-001			-	-	
- Arrowhead PR & Const. Phase Services - 1967-001			-	-	10,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001			-	-	60,000.00
- Double L Planning & Const. Phase Services - 1743-001			-	-	75,000.00
- Cannon Tract - 1842-001			-	-	5,000.00
- Driftwood 522 PR & Const. Phase Services - 1900-001			-	-	75,000.00
- Big Sky PR & Const Phase Services - 1913-001			-	-	20,000.00
- Driftwood Creek PR & Const Phase Services - 1917-001			-	-	35,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-001			-	-	
- Cynosure-Wild Ridge - 2009-001			-	-	25,000.00
- Oryx Cannon 58 Plan Review & CPS - 60972-2			-	-	60,000.00
- New Growth Plan Review & CPS - 60972-2			-	-	60,000.00
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-24			-	-	60,000.00
- Effluent HP 1952-001 - Engineering	-	-	-	-	60,000.00
- Effluent Holding Pond - Construction	-	-	-	-	
Other Expense	-	-	-	-	
- HRTreated Effluent Fill Station	-	-	-	-	200,000.00
- Parallel West Interceptor	-	-	-	-	-
- Arrowhead Drain Field	-	-	-	-	-
- WWTP Water Supply	-	-	-	-	50,000.00
- WWTP Road Repair	-	-	-	-	50,000.00
- Arrowhead Capital Projects	-	-	-	-	
Total Expense	-	-	-	-	1,047,500.00

TWDB PROJECT

Revenues

TXF from TWDB	-	-	-	-	21,005,000.00
Total Revenue	-	-	-	-	21,005,000.00

Expense

TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	-	-	-	-	150,000.00
- East Interceptor 1951-001	-	-	-	-	200,000.00
- Reclaimed Water Facility 1953-001	-	-	-	-	25,000.00
- WWTP Design Assistance	-	-	-	-	
- So Regional WW System Exp P&M 1923-001	-	-	-	-	30,000.00
Miscellaneous:					
- Consultants and Legal	-	-	-	-	100,000.00
TWDB Capital Projects:					
- West Interceptor	-	-	-	-	3,000,000.00
- South Collector, LS and FM and TE Line	-	-	-	-	3,500,000.00
- East Interceptor	-	-	-	-	-
- WWTP	-	-	-	-	14,000,000.00
Total Expense	-	-	-	-	21,005,000.00

WATER

Revenue

Fees:					
- Tap Fees			-	-	-
- Impact Fees			-	-	-
- Meter Set Fees	5,000.00	5,000.00	-	4,000.00	3,000.00
- Disconnect Fees			-	-	-
- Equipment Fees	36,200.00	36,200.00	-	8,000.00	8,000.00
- Inspection Fees	5,000.00	5,000.00	-	1,000.00	1,000.00
Rates:					
- Base Rate	63,840.00	63,840.00	-	36,000.00	40,000.00
- Usage	100,000.00	100,000.00	-	200,000.00	200,000.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2025 Proposed
- Penalties			-		
Other Revenues	6,000.00	6,000.00	-	6,000.00	6,000.00
TXF from Wastewater Fund	-	-	-		
Total Revenue	216,040.00	216,040.00	-	255,000.00	258,000.00

Expense

Administrative and General Expense:					
- Regulatory Expense	-	-	-	-	-
- Planning and Permitting	-	-	-	-	-
System Operations and Maintenance:					
- Routine Operations	25,000.00	25,000.00	-	1,500.00	27,500.00
- Non Routine Operations	10,000.00	10,000.00	-	2,500.00	15,000.00
- System Maintenance & Repair	20,000.00	22,210.11	2,210.11	27,866.00	25,000.00
- Laboratory Testing	-	-	-	-	-
- Supplies	50,000.00	52,368.61	2,368.61	48,000.00	-
- Water Meters					60,000.00
Operating and Maintenance	-	-	-		
Total Expense	105,000.00	109,578.72	4,578.72	79,866.00	127,500.00

ADMINISTRATION

Revenues

PEC	130,000.00	130,000.00	-	180,000.00	-
ROW Fees	6,000.00	6,000.00	-	6,000.00	-
Cable	130,000.00	130,000.00	-	140,000.00	-
TX Gas Franchise Fees	3,000.00	3,000.00	-	4,298.84	-
Interest	60,000.00	60,000.00	-	185,000.00	-
TXF from General Fund	-	-	-		-
Total Revenue	329,000.00	329,000.00	-	515,298.84	-

Expense

Administrative and General Expense:					
- Administrative/Billing Expense	352,560.00	352,560.00	-	164,000.00	66,000.00
- Legal Fees	50,000.00	50,000.00	-	37,500.00	55,000.00
- Auditing	10,000.00	10,000.00	-	10,000.00	10,000.00
- Software	15,313.00	15,313.00	-	15,313.00	7,000.00
- IT Equipment & Support	4,340.00	4,340.00	-	5,000.00	5,000.00
Systems Operations and Maintenance:					
- Phone/Network	16,250.00	16,250.00	-	16,250.00	18,000.00
- Equipment	53,000.00	53,000.00	-	33,748.00	320,000.00
- Equipment Maintenance	10,000.00	10,000.00	-	1,500.00	11,000.00
- Fleet Acquisition	62,000.00	62,000.00	-	63,236.00	50,000.00
- Fleet Maintenance	12,000.00	12,000.00	-	12,000.00	14,000.00
- Fuel	20,000.00	20,000.00	-	20,000.00	22,000.00
- Laboratory Testing	30,000.00	30,000.00	-	30,100.00	45,000.00
- SCADA	-	-	-	-	50,000.00
Supplies					59,500.00
Other Expense					
Uniforms	7,470.00	7,470.00	-	4,582.00	11,000.00
Training	13,305.00	16,330.51	3,025.51	6,000.00	20,000.00
Dispatch	3,000.00	3,000.00	-	3,000.00	3,000.00
Salaries	527,345.98	527,345.98	-	527,45.98	715,604.39
Overtime	-	-	-	-	48,672.00
Taxes	42,609.97	42,609.97	-	42,609.97	53,153.97
Benefits	59,572.49	59,572.49	-	59,572.49	70,133.37
Retirement	30,894.73	30,894.73	-	30,894.73	41,215.65
On Call	10,400.00	10,400.00	-	10,400.00	26,000.00
Total Expense	1,330,061.17	1,333,086.68	3,025.51	565,706.19	1,721,279.38

CONSOLIDATED UTILITY FUND

Revenue

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	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Balance Forward	6,393,898.25	7,196,505.62	802,607.37	7,196,505.52	6,139,976.41
Development/Capital	-	-	-	-	2,217,091.43
TWDB Project	-	-	-	-	21,005,000.00
Wastewater	18,494,853.26	18,562,641.55	67,788.29	2,984,030.53	1,686,883.25
Water	216,040.00	216,040.00	-	255,000.00	258,000.00
Operations	329,000.00	329,000.00	-	515,298.84	-
Total	25,433,791.50	26,304,187.17	870,395.66	10,950,834.89	31,306,951.09
Expense					
Development/Capital	-	-	-	-	1,047,500.00
TWDB Project	-	-	-	-	21,005,000.00
Wastewater	22,954,485.57	23,767,220.33	812,734.76	4,165,286.29	1,466,755.02
Water	105,000.00	109,578.72	4,578.72	79,866.00	127,500.00
Operations	1,330,061.17	1,333,086.68	3,025.51	565,706.19	1,721,279.38
Total Expense	24,389,546.74	25,209,885.73	820,338.99	4,810,858.48	25,368,034.40
Balance Forward	1,044,244.76	1,094,301.43	50,056.67	6,139,976.41	5,938,916.69

TWDB FUND

Balance Forward	208.34	208.34	-	886.24	906.24
Revenues	14,715,000.00	14,715,000.00	-	-	21,005,000.00
Interest	-	-	-	20.00	20.00
Total revenue	14,715,208.34	14,715,208.34	-	906.24	21,005,926.24

Expenses

Escrow Fees	-	-	-	-	-
Expenses	14,715,000.00	14,715,000.00	-	-	21,005,000.00
Total Expenses	14,715,000.00	14,715,000.00	-	-	21,005,000.00
Balance Forward	208.34	208.34	-	906.24	926.24

IMPACT FUND

Bal Forward	2,391,506.74	2,391,506.74	-	3,415,797.87	852,770.61
Revenue					
Impact Fees	1,080,150.00	1,080,150.00	-	270,715.00	-
Impact Fee Deposits	-	-	-	-	-
Interest Income	45,000.00	45,000.00	-	90,000.00	45,000.00
Total	3,516,656.74	3,516,656.74	-	3,776,512.87	897,770.61

Expense

TXF to Debt Service 2015	684,900.76	684,900.76	-	684,900.76	670,405.60
TXF to Debt Service 2019	1,043,553.00	1,043,553.00	-	1,043,553.00	-
TXF to Debt Service 2022	1,195,288.50	1,195,288.50	-	1,195,288.50	-
Total expense	2,923,742.26	2,923,742.26	-	2,923,742.26	670,405.60
Total Bal Forward	592,914.48	592,914.48	-	852,770.61	227,365.01

DEBT SERVICE FUND 2015

Bal Forward	845,626.75	845,626.75	-	849,232.36	860,634.56
Revenue					
TXF from Impact Fund	684,900.76	684,900.76	-	684,900.76	670,405.60
Interest	8,000.00	8,000.00	-	25,000.00	20,000.00
Total Revenue	1,538,527.51	1,538,527.51	-	1,559,133.12	1,551,040.16

Expenses

Debt Payment 2015	698,498.56	698,498.56	-	698,498.56	684,900.76
Total Expense	698,498.56	698,498.56	-	698,498.56	684,900.76
Balance Forward	840,028.95	840,028.95	-	860,634.56	866,139.40

DEBT SERVICE FUND 2013

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Bal Forward	102,323.72	102,323.72	-	102,534.04	125,421.54
Revenue					
TXF from HOT	88,487.50	88,487.50	-	88,487.50	90,375.00
Interest			-	26,000.00	20,000.00
Total	190,811.22	190,811.22	-	217,021.54	235,796.54
Expense					
Tax Series 2013	91,600.00	91,600.00	-	91,600.00	88,487.50
Total Expenses	91,600.00	91,600.00	-	91,600.00	88,487.50
Balance Forward	99,211.22	99,211.22	-	125,421.54	147,309.04

DEBT SERVICE FUND 2019

Bal Forward	1,045,641.43	1,045,641.43	-	1,045,641.63	1,103,641.63
Revenue					
TXF from Impact Fees	1,043,553.00	1,043,553.00	-	1,043,533.00	
Interest			-	28,000.00	20,000.00
Total	2,089,194.43	2,089,194.43	-	2,117,174.63	1,123,641.63
Expense					
Tax Series 2019	1,013,553.00	1,013,553.00	-	1,013,533.00	1,043,533.00
Total Expenses	1,013,553.00	1,013,553.00	-	1,013,533.00	1,043,533.00
Balance Forward	1,075,641.43	1,075,641.43	-	1,103,641.63	80,108.63

DEBT SERVICE FUND 2022

Bal Forward	1,195,288.50	1,195,288.50	-	1,195,288.50	1,195,168.50
Revenue					
TXF from Impact Fees	1,191,888.50	1,191,888.50	-	1,191,768.50	
Interest	-	-	-		
Total	2,387,177.00	2,387,177.00	-	2,387,057.00	1,195,168.50
Expense					
Tax Series 2022	1,195,288.50	1,195,288.50	-	1,191,888.50	1,191,768.50
Total Expenses	1,195,288.50	1,195,288.50	-	1,191,888.50	1,191,768.50
Balance Forward	1,191,888.50	1,191,888.50	-	1,195,168.50	3,400.00

PEG FUND

Balance Forward	119,954.90	119,954.90		120,185.10	154,185.10
Revenues					
TWC	30,000.00	30,000.00		30,000.00	30,000.00
Interest Income	2,000.00	2,000.00		4,000.00	4,000.00
Total Revenues	151,954.90	151,954.90		154,185.10	188,185.10
Expense					
TXF to Event Center	-	-		-	-
Total Expense	-	-		-	-
Balance Forward	151,954.90	151,954.90		154,185.10	188,185.10

RESERVE FUND

Balance Forward	2,168,884.62	2,168,884.62	-	2,370,859.25	2,744,859.25
Revenue					
TXF from General Fund	300,000.00	300,000.00	-	300,000.00	300,000.00
Interest	23,000.00	23,000.00	-	74,000.00	75,000.00
Total	2,491,884.62	2,491,884.62	-	2,744,859.25	3,119,859.25

Expense

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Expense			-		
Total Expense	-	-	-	-	-
Balance Forward	2,491,884.62	2,491,884.62	-	2,744,859.25	3,119,859.25

Item # 4.

TIRZ 1

Balance Forward	11,632.20	148,754.62	137,122.42	148,754.62	121,804.14
Revenues					
City AV	248,835.49	181,550.94	(67,284.55)	152,791.25	219,023.80
County AV	362,307.49	304,796.06	(57,511.43)	272,609.00	346,013.11
City for GAP Escrow					
Interest Income				21,600.00	20,000.00
EPS Reimbursements					
Total Revenue	622,775.18	635,101.62	12,326.44	595,754.87	706,841.05

Expense					
TIRZ Expense			-		
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
Legal Fees	-	-	-	-	-
EPS			-		
MAS	21,000.00	21,000.00	-	-	-
HDR	170,625.00	269,625.00	99,000.00	269,625.00	52,500.00
TJKM - Grant Writing			-		
Buie - PR			-		
Misc. Consulting	176,750.00	176,750.00	-	100,000.00	155,000.00
Creation Cost Reimbursements			-		
TXF to GAP Escrow			-		
Stakeholder Reimbursement	80,325.73	80,325.73	-	80,325.73	-
Total Expense	472,700.73	571,700.73	99,000.00	473,950.73	231,500.00
Balance Forward	150,074.45	63,400.89	(86,673.56)	121,804.14	475,341.05

TIRZ 2

Balance Forward	1,547,461.82	1,232,218.70	(315,243.12)	1,232,218.70	1,979,387.49
Revenue					
Interest Income	6,500.00		(6,500.00)	30,000.00	30,000.00
City AV	419,809.28	347,074.06	(72,735.22)	347,074.06	356,542.34
County AV	609,756.54	580,813.70	(28,942.84)	604,202.00	596,658.45
Total Revenue	2,583,527.64	2,160,106.46	(423,421.18)	2,213,494.76	2,962,588.28

Expense					
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
MAS	10,000.00	10,000.00	-	-	-
HDR	56,875.00	89,875.00	33,000.00	89,875.00	17,500.00
Misc. Consulting	150,000.00	150,000.00	-	100,000.00	95,000.00
Creation Cost Reimbursements			-		
Stakeholder Reimbursement	20,232.27	20,232.27	-	20,232.27	-
Total Expense	261,107.27	294,107.27	33,000.00	234,107.27	136,500.00
Balance Forward	2,322,420.37	1,865,999.19	(456,421.18)	1,979,387.49	2,826,088.28

VEHICLE REPLACEMENT FUND

Balance Forward	161,025.00	161,025.00	-	161,025.00	317,116.00
Revenue					
TXF from General Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF from DSRP	32,145.00	32,145.00	-	32,145.00	31,906.08
TXF from WWU	37,936.00	37,936.00	-	37,936.00	50,545.02
Total Revenue	317,116.00	317,116.00	-	317,116.00	514,534.65

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY 2024 Proposed
Expense					
Vehicle Replacement			-	-	
Total Expense	-	-	-	-	-
Balance Forward	317,116.00	317,116.00	-	317,116.00	514,650.65

Item # 4.

FY 2025 Proposed Budget Amendments - Hotel Occupancy Tax

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXX	<i>Description</i>	<i>Included in 8.6.24 Draft</i>	<i>Adjusted Figure included in 8.20.24 Draft</i>		<i>Information on what was changed, and how.</i>

Revenues

300					\$ -	
			\$ -	\$ -	\$ -	

Expenditures

300	N/A	Grants	\$ 40,000.00	\$ 40,842.00	\$ 842.00	This line item is proposed to be increased based on the HOT Committee's review of grant applications.
300					\$ -	
			\$ 40,000.00	\$ 40,842.00	\$ 842.00	

Total Savings **\$ (842.00)**



DRIPPING SPRINGS
Texas

**ASSISTANT PARK MAINTENANCE
MANAGER
FULL-TIME EXEMPT**

A. GENERAL PURPOSE

Under general supervision of the Park Maintenance Manager, the Assistant Park Maintenance Manager performs duties necessary to manage the daily operations of the Parks Maintenance division to ensure the proper operation of the City's public parks, common areas, open spaces, and facilities including Dripping Springs Ranch Park. This position is also responsible for the planning, coordination, scheduling, and supervision of Parks Maintenance employees in assigned, regularly scheduled, or special event duties; construction projects; and activities for landscaping, maintenance, and irrigation of City parks, common areas, and facilities. This position is also responsible for ensuring safe, quality parks, open spaces, and making facilities accessible to the public.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provides customer service.
2. Assists in the hiring, training, and supervising of all Park Maintenance employees.
3. Serves as support role to fellow Park Maintenance Workers and leads by example.
4. Works with Ranch Park Manager with scheduling Park Maintenance Workers for optimal facility coverage, shift performance, and support during large events.
5. Assists in conducting annual performance reviews for all Park Maintenance employees.
6. Performs daily walk-through duties viewing the parks and facilities with a scrutinizing detailed-oriented lens.
7. Manages all heavy equipment operation safety training and record keeping for staff.
8. Performs general daily maintenance duties and coordinates larger maintenance needs.
9. Is visible and available to assist during department programs and events.
10. Cleans restrooms, common areas, and seating areas, etc., within all parks and facilities.
11. Picks up and disposes of litter and glass.
12. Works in concert and as a team with Ranch Park Manager in all aspects of facility maintenance operations.
13. Reports all issues and concerns to the Park Maintenance Manager.
14. Assists in development of annual maintenance, facilities, and equipment budget.

15. Assists with the oversight of all volunteer work in parks including Hays County Master Naturalists, Hays County Master Gardeners, and Scout projects.
16. Assists with the oversight of the Park Bench and Tree Dedication program.
17. Assists with the oversight of the fleet management for all Parks and Community Services.
18. Maintains certain records and reports as required.
19. Deals tactfully and courteously with the public.
20. Establishes and maintains effective working relationships with other employees, volunteers, park users, and the public.
21. Performs other duties as assigned by the Park Maintenance Manager.

C. KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of landscaping and grounds maintenance techniques.
2. Knowledge of materials, methods, standards, equipment, and tools used in park maintenance.
3. Knowledge of mechanical principles.
4. Skill in the use of hand tools (e.g., rakes, shovels, hammers, pliers, loppers, post hole digger, auger, etc.) and power equipment (e.g., chain saws, weed eater, blowers, power washers, nail guns, mowers, drills, grinders, saws, etc.).
5. Skill in the operation of equipment (e.g., tractor with front end loader, box blade, ATV, etc.).
6. Skill in general construction and plumbing.
7. Skill in making minor facility, tool, and equipment repairs.
8. Skill in providing customer service in a courteous and professional manner.
9. Skill in working safely.
10. Skill in communicating effectively with team members, management, and general public.
11. Ability to work efficiently and independently with minimal supervision.
12. Ability to work in a team environment.

D. SUPERVISION

Works under the general direction of the Parks Maintenance Manager. Supervises other Park Maintenance employees.

E. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. High School Diploma or GED required. Bachelor's degree in Parks & Recreation, Physical Education, or related field preferred.
2. Three (3) years of progressively responsible experience in public parks and facilities work, to include one (1) year in a lead or supervisory capacity.
3. Must possess a valid Class C Texas Driver's License, clean driving record, and working vehicle.
4. Standard First Aid and C.P.R. certifications or be able to obtain certifications within six months of employment.
5. At least two (2) of the following industry-related licenses or certifications required, or obtained within one (1) year of hire:
 - Landscape Irrigator (TCEQ)
 - Pesticide Applicator (TDA)
 - Certified Pool Operator (Pool & Hot Tub Alliance)

- Aquatic Facility Operator (NRPA)
 - Certified Park & Recreation Professional (NRPA)
 - Certified Playground Safety Inspector
 - Arborist
6. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.
 7. Ability to communicate effectively orally and in writing.
 8. Ability to handle confidential and sensitive information while maintaining confidentiality.

F. TOOLS AND EQUIPMENT USED

Heavy equipment, including but not limited to, front-end loader with box blade/arena drag, and tractor, general maintenance equipment, phone, calculator, computer, printer and related software.

G. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Considerable outdoor work is required in the maintenance of Dripping Springs Ranch Park and Event Center. Must be able to work outside in all weather conditions and be able to lift a minimum of 80 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively, and operate objects, tools, or controls. The employee is often required to climb or balance, stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, electrical panels, etc.; must be able to operate assigned vehicle or equipment.

H. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.
2. The noise level in the work environment is usually moderate to loud.

I. WORK HOURS

This is a full-time exempt position. Core work hours will be set by the Park Maintenance Manager. This position includes weekend hours, evening and night hours, Holiday hours and during emergencies as assigned year-round and shares the responsibility for staffing the Event Center during these hours with Event Center staff. This is a full-time exempt position and eligible for compensatory time in lieu of overtime, as described in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL. Any compensatory hours performed must be preapproved by the direct supervisor.

J. SALARY

Pay range is \$XX to \$XX annually. Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

K. BENEFITS

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

L. EQUAL OPPORTUNITY EMPLOYER

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

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



PARK MAINTENANCE WORKER I FULL-TIME NON-EXEMPT

A. GENERAL PURPOSE

Under supervision of the Park Maintenance Manager and Assistant Park Maintenance Manager, provides overall maintenance to all park properties, facilities, and structures, and performs other duties as assigned; performs a wide variety of semi-skilled tasks involving the maintenance and repair of park and recreation facilities and equipment.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains all parks and recreation facilities, equipment, amenities, and grounds.
2. Provides security including ensuring operational integrity of locks, doors, gates and other security devices in park and recreation facilities.
3. Performs minor electrical, plumbing, carpentry, concrete work, painting, and landscaping.
4. Assists in performing tree-care maintenance in parks, open spaces, along trails, and in other City properties as needed.
5. Collects and disposes of litter and debris.
6. Cleans restrooms, common areas, and seating areas within park and recreation facilities as needed.
7. Assists in performing turf maintenance in and around streets, parks, trails, and facilities.
8. Responds to emergency calls during and after regular work hours.
9. Assists in Founders Day Festival, Christmas on Mercer Street, Farmers Market, and other community event preparation and activities as needed.
10. Works in conjunction with Dripping Springs Youth Sports Association and other parties regarding maintenance of leased/joint use facilities.
11. Maintains availability while on duty to assist event holders, park users, and facility users.
12. Cleans and maintains city swimming pool and pool related facilities.
13. Fulfills daily maintenance call requests/requirements from City staff.
14. Works independently and productively.
15. Exhibits a professional demeanor and positive communication skills.
16. Reports all issues and concerns to Park Maintenance Manager and Assistant Park Maintenance Manager as needed.
17. Performs other duties as assigned by Park Maintenance Manager and Assistant Park Maintenance Manager.

C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Requires a High School Diploma or equivalent.
2. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.
3. Standard First Aid and CPR certifications desirable but not required.
4. Must possess a strong background in maintenance, carpentry and grounds maintenance.
5. Preference will be given to applicants with park maintenance experience and to applicants familiar with front-end loader with box blade/arena drag, mowing equipment, string trimmer, etc.
6. Ability to establish and maintain effective working relationships with employees, City officials, media, and the public.
7. Ability to communicate effectively orally and in writing.
8. Ability to handle confidential and sensitive information while maintaining confidentiality.

D. TOOLS AND EQUIPMENT USED

Heavy equipment, including but not limited to, front-end loader with box blade/arena drag, and tractor, general maintenance equipment, phone, calculator, computer, printer and related software. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.

E. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Considerable outdoor work is required in the maintenance of all community parks, Ranch Park and Event Center. Must be able to work outside in all weather conditions and be able to lift a minimum of 80 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively; and operate objects, tools, or controls. The employee is often required to climb or balance; stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, electrical panels, etc.; must be able to operate assigned vehicle or equipment.

F. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside

weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.

2. The noise level in the work environment is usually moderate to loud.

G. WORK HOURS

This is a full-time non-exempt position. Core work hours will be set by the Park Maintenance Manager or the Assistant Park Maintenance Manager. This position includes weekend hours, evening and night hours, and Holiday hours as assigned year-round and shares the responsibility for staffing the Event Center during these hours with the park and Event Center staff. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Park Maintenance Manager or the Assistant Park Maintenance Manager. Any overtime hours performed must be preapproved by the Park Maintenance Manager or the Assistant Park Maintenance Manager.

H. SALARY

Pay range is \$XX to \$XX hourly. Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPINGS SPRINGS PERSONNEL MANUAL.

I. BENEFITS

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

J. EQUAL OPPORTUNITY EMPLOYER

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

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



PARK MAINTENANCE WORKER II

FULL-TIME NON-EXEMPT

A. GENERAL PURPOSE

Under supervision of the Park Maintenance Manager and Assistant Park Maintenance Manager, provides overall maintenance to all park properties, facilities, and structures, and performs other duties as assigned; performs a wide variety of semi-skilled tasks involving the maintenance and repair of park and recreation facilities and equipment.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains all parks and recreation facilities, equipment, amenities, and grounds.
2. Provides security including ensuring operational integrity of locks, doors, gates, and other security devices in park and recreation facilities.
3. Performs minor electrical, plumbing, carpentry, concrete work, painting, and landscaping.
4. Assists in performing tree-care maintenance in parks, open spaces, along trails, and in other City properties as needed.
5. Collects and disposes of litter and debris.
6. Cleans restrooms, common areas, seating areas, within park and recreation facilities as needed.
7. Assists in performing turf maintenance in and around streets, parks, trails, and facilities.
8. Responds to emergency calls during and after regular work hours.
9. Assists in Founders Day Festival, Christmas on Mercer Street, Farmers Market, and other community event preparation and activities as needed.
10. Works in conjunction with Dripping Springs Youth Sports Association, and other parties regarding maintenance of leased/joint use facilities.
11. Maintains availability while on duty to assist event holders, park users, and facility users.
12. Cleans and maintains city swimming pool and pool related facilities.
13. Fulfills daily maintenance call requests/requirements from City staff.
14. Works independently and productively.
15. Exhibits a professional demeanor and positive communication skills.
16. Reports all issues and concerns to Park Maintenance Manager and Assistant Park Maintenance Manager as needed.
17. Other duties as assigned by Park Maintenance Manager and Assistant Park Maintenance Manager.

C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Requires a High School Diploma or equivalent.
2. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.
3. Standard First Aid and CPR certifications desirable, but not required.
4. Must possess a strong background in maintenance, carpentry and grounds maintenance.
5. Must have completed and have attained license or certification for three of the following training requirements:
 - a. OSHA 10 Hour General Industry and OSHA 10 Hour Construction
 - b. Texas Ag: Governmental Pesticide and Herbicide Applicator Training
 - c. National Recreation and Parks Association: Certified Playground Safety Inspector
 - d. National Recreation and Parks Association: Aquatic Facility Operator or Certified Pool Operator
6. Ability to establish and maintain effective working relationships with employees, City officials, media, and the public.
7. Ability to communicate effectively orally and in writing.
8. Ability to handle confidential and sensitive information while maintaining confidentiality.

D. TOOLS AND EQUIPMENT USED

Heavy equipment, including but not limited to, front-end loader with box blade/arena drag, and tractor, general maintenance equipment, phone, calculator, computer, printer and related software. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.

E. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Considerable outdoor work is required in the maintenance of all community parks, Ranch Park and Event Center. Must be able to work outside in all weather conditions and be able to lift a minimum of 80 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively; and operate objects, tools, or controls. The employee is often required to climb or balance; stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, electrical panels, etc.; must be able to operate assigned vehicle or equipment.

F. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee
 Park Maintenance Worker II
 Job Description

Approved xx/xx/24

Page 2 of 4

encounters while performing the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.
2. The noise level in the work environment is usually moderate to loud.

G. WORK HOURS

This is a full-time non-exempt position. Core work hours will be set by the Park Maintenance Manager or the Assistant Park Maintenance Manager. This position includes weekend hours, evening and night hours, and Holiday hours as assigned year-round and shares the responsibility for staffing the Event Center during these hours with the park and Event Center staff. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Park Maintenance Manager or the Assistant Park Maintenance Manager. Any overtime hours performed must be preapproved by the Park Maintenance Manager or the Assistant Park Maintenance Manager.

H. SALARY

Pay range is \$XX to \$XX hourly. Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

I. BENEFITS

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

J. EQUAL OPPORTUNITY EMPLOYER

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Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.

DRAFT



Date: August 13, 2024

To: Mayor Foulds & City Council
From: Michelle Fischer, City Administrator

Re: Proposed Human Resources Director Job Description

I am proposing the creation of a Human Resources Director position in Fiscal Year 2025. If approved, the job description for the People & Communication Director will need to be revised. Both draft job descriptions are attached.

WHY THE POSITION IS NEEDED

As we grow, the volume of administrative tasks related to employee management increases. An HR Director is a strategic move that will significantly enhance our operational efficiency and employee satisfaction, helping with recruitment, onboarding, employee relations, benefits administration, and compliance with employment laws. This role is essential for managing the increasing demands of our growing workforce, ensuring that HR processes are streamlined and effective. The addition of an HR Director will support our growth, help maintain high employee morale, and ensure legal compliance, thereby contributing to our long-term success. This is especially important as we grow and because our organization is in several different locations.

Another reason is moving all the recruitment duties being done by the Executive Assistant to this position. Currently, the Executive Assistant is collecting and distributing resumes to department heads and City Administrators.

The HR Director will also schedule interviews, maintain applications and interview questions and scoring documents, draft employment offer letters for the City Administrator or designee, and send offer letters. These tasks are currently performed by department heads and City Administrators. By moving these duties to the HR Director, we will have a clearer picture of what is working and what isn't in job searches, with all recruiting processes done through one department/person. Additionally, the processes will be more efficient and documents better managed and maintained.

The HR Director position can also help with succession planning for the City by working with City Administrators and department heads to identify high-potential employees, facilitate training and development programs, and maintaining up-to-date records of employee performance and career aspirations.

Open spaces, friendly faces.



I would also like the HR Director to be involved in employee training. We need to do a better job of offering in-house training to employees on a regular basis. There are many kinds of training that multiple departments can benefit from having. The HR Director can plan and coordinate training with department heads, notify employees of such training, and document employee participation in the training.

The People & Communications Director's responsibilities have significantly grown. When human resources duties were added to the job description in 2022, there were 43 regular employees. Now there are 63 with 2 more positions proposed for 2025. There were also around 40 seasonal and intermittent employees this current year. The position now oversees the Visitors Bureau and has been tasked with more communications and marketing projects than ever before, such as Stars of Dripping Springs, Winter Wonderland, Songwriters Festival, and an overall Christmas Holiday themed umbrella marketing program for various events. There has been a large turnover of Founders Day Festival commissioners, and the People & Communications Director is expected to play a more active role in promoting and obtaining sponsorships for the festival.

The People & Communications Director will still have responsibilities related to Culture and Employee Engagement. She will continue to oversee internal communications, which include branding, core values, and an audience made up of employees, management, and city officials. Lisa is very good at these things and wants to continue to oversee them. Some of these things will need to be coordinated with the HR Director.

The compliance and personnel issues would be under the HR Director. These issues are related to duties that would be better performed by an HR Director trained in them.

I discussed the proposed HR Director and revised People & Communications Director job descriptions with our HR Consultant Kerry Garman. He is supportive of these two positions and reviewed the job descriptions. He advised that it will be critical to make sure the two employees understand their roles and work together well. He has seen similar positions work well within an organization. Lisa is confident that she will be able to do this.

The City Attorneys assisted in the drafting of the HR Director job description and revision of the People & Communications Director job description. The Deputy City Administrators have reviewed the job descriptions and support the creation of the HR Director position and revised People & Communications job description.

Open spaces, friendly faces.



DRIPPING SPRINGS
Texas

Deputy City Administrator Shawn Cox investigated the salary for HR Directors in our area and at similar cities. He recommends the HR Director position range be posted with an annually salary range of \$100,000 to \$120,000.

If an HR Director position is not created, I recommend we increase the responsibilities of the Administrative Assistant/Receptionist to assist with HR administrative duties and raise her pay accordingly. The Executive Assistant, department heads, and City Administrators would continue to assist in some HR duties. The People & Communications Director has had to put in a lot of comp time to perform her duties and having the Administrative Assistant would help greatly (current balance for comp time is 131.5 hours and vacation is 136.2 hours). Doing this sooner, rather than later, would be important, if this is the direction the city goes, so that she could assist the People & Communications Director with the upcoming employee benefits enrollment period.

Please let me know if you have any questions about the proposed HR Director position.

Open spaces, friendly faces.



DRIPPING SPRINGS
Texas

HUMAN RESOURCES DIRECTOR FULL-TIME EXEMPT

A. GENERAL PURPOSE

Under direction of the City Administrator, the Human Resources Director directs, manages, supervises and coordinates the activities and operations of the Human Resources department including recruitment, retention, employment services, personnel issues, compensation and benefits, customer service, training, succession planning, safety, workers' compensation, organization and policy development, and payroll support. The Human Resources Director will have the opportunity to identify critical issues and priorities and set strategic priorities for the department. The role involves administering human resources policies, procedures, and programs, ensuring compliance with relevant laws and regulations, and supporting the overall mission and goals of the City. This position serves as a strategic partner with leadership and employees to support high performance in City departments and achieve organizational goals while mitigating employment-related liability for the organization.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Advises department heads and supervisors on local, state, and federal policies regarding equal employment opportunities, compensation, and employee benefits.
2. Ensures the organization's compliance with federal, state, and local employment laws and regulations, and best practices.
3. Coordinates Human Resources department activities with other departments and agencies as needed.
4. Helps develop and implement personnel policies and procedures. Recommends and implements changes in personnel policies and procedures.
5. Oversees the employee performance and evaluation program.
6. Administers the employee benefits program.
7. Conducts new hire employee orientation sessions, creates, updates, and maintains onboarding and offboarding documentation.

8. Assists with the preparation and revision of job descriptions for proposed and budgeted positions, posts jobs on city and other websites.
9. Provides guidance on employee retention and succession planning.
10. Oversees salary surveying including gathering, analyzing, and applying compensation data to identify gaps or discrepancies. Ensures compliance with legal requirements and internal equity standards and ensures the city remains competitive in the job market.
11. Facilitates and documents employee and management training, and certification activities; coordinates training/development conducted by others. Works with People and Communications Director on employee professional growth programs to improve team functional and/or individual performance as it relates to engagement and creating a supportive environment.
12. Assists People and Communications Director with development and oversight of employee engagement, recognition, and wellness programs.
13. Provides support for personnel related issues and counseling, including receiving grievances and complaints, and works with employees and management to resolve them.
14. Provides professional advice to the city officials; makes presentations to councils, boards, and commissions.
15. Communicates official plans, policies, and procedures to staff.
16. Oversees the creation, analysis, maintenance, and communication of required Human Resources records.
17. Attends staff meetings and briefings with department heads.
18. Prepares a variety of studies, reports, and related information for decision-making purposes.
19. Prepares and administers the budget of the Human Resources department.
20. Works with outside Human Resources Consultants as needed.
21. Travels to various destinations in and out of the City.
22. Performs other tasks as assigned by City Administrator and Deputy City Administrators.

C. EDUCATION & EXPERIENCE

Must possess a Bachelor's degree in Human Resources or a closely related field or professional certification (PHR, SPHR, SHRM-CP, GPHR, CCP, CEBS, CPLP, CERL, or equivalent). Must have at least four (4) years of increasingly responsible work in generalist human resources work with broad knowledge of benefits administration, recruitment and employee selection, compensation and employee relations or any equivalent combination of education, training and

experience. Experience in municipal or related government work preferred.

D. NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

1. Able to use tools and equipment listed below.
2. Ability to establish and maintain effective working relationships with employees, City Officials, and general public.
3. Strong analytical and problem-solving skills.
4. Strong supervisory and leadership skills to lead and motivate teams, drive City initiatives, and foster a positive and inclusive work environment.
5. Ability to communicate effectively orally and in writing.
6. Typing, filing and sorting, postings of documents.
7. Skill, tact, and diplomacy as liaison between Mayor, City Council, staff, State and County officials, and general public.
8. Maintain confidentiality.

E. TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software; 10-key calculator; phone; and copy machine.

F. SPECIAL REQUIREMENTS

1. A valid state driver's license.
2. While performing the duties of this job, the employee is required to sit for extended periods of time and communicate orally with others. The employee is occasionally required to move around City Hall and around different sites within the City.

G. WORK HOURS

Core work hours are between 8:00 am and 5:00 pm, including one hour for lunch, Monday through Friday, except holidays as determined by the City Holiday Calendar. Non-traditional work hours may be required and shall be coordinated with the City Administrator or Deputy City Administrators. This is a full-time exempt position and eligible for compensatory time off as described in the DRIPPING SPRINGS PERSONNEL MANUAL. Any compensatory time performed must be preapproved by the direct supervisor.

H. SALARY

Pay range is \$XX to \$XX annually. Salary is commensurate with the position. Pay days will be
 City of Dripping Springs
 Human Resources Director

Draft 06/12/2024

Page 3 of 4

the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

I. BENEFITS

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

J. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership, or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. To discuss an accommodation, please contact the Human Resource Director or City Administrator at (512) 858-4725.

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City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, August 20, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of the City Council present, Mayor Pro Tem Manassian 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 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials present:

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Parks & Community Services Director Andy Binz

Planning Director Tory Carpenter

DSRP Manager Emily Nelson

DSRP Assistant Manager Lily Sellers

Community Event Coordinator Johnna Krantz

Deputy Constable Zach Miller

Deputy City Secretary Cathy Gieselman

PLEDGE OF ALLEGIANCE

Mayor Bill Foulds, Jr. led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

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

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

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

1. Presentation regarding the proposed Municipal Budget for Fiscal Year 2025.

Shawn Cox, Emily Nelson, and Andy Binz presented and addressed questions from Council members. Presentation is on file. No action was taken.

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.

2. Approval of the City Council minutes for the meeting held on August 6, 2024.

3. Approval of the July 2024 City Treasurer's Report.

4. Approval of a Resolution Accepting Improvements and a Maintenance Bond for Cannon Ranch Subdivision Phase 2. Applicant: CC Carlton Industries, Ltd.

Filed as Resolution No. 2024-R15

5. Approval of an Extension to the Billing Agreement between the City of Dripping Springs and Dripping Springs Water Supply Corporation Sponsor: Mayor Bill Foulds, Jr.

6. **Approval of an interlocal agreement with Hays County for assessment and collection of PID assessments for the Heritage Public Improvement District.** *Sponsor: Mayor Bill Foulds, Jr.*
7. **Approval of an agreement with Waste Water Transport Services for intermittent hauling of waste material from the wastewater treatment plant through October 1, 2024.**

A motion was made by Council Member Tahuahua and seconded by Council Member Crow to approve Consent Items 2 – 7.

The motion which carried unanimously 5 to 0.

BUSINESS AGENDA

8. **Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2024.**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow to approve the Proposed Ad Valorem Tax Rate of 17.94 for 2024.

The motion carried unanimously 5 to 0.

9. **Discuss and consider approval of a draft agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club governing access to multi-use trails at Dripping Springs Ranch Park and authorize staff to finalize agreement with the Mountain Bike Club.** *Sponsor: Council Member Sherrie Parks.*

Per the request of the Mountain Bike Club, Council Members Crow and Parks will be meeting with club members. City Attorney Laura Mueller will schedule the meeting.

No action was taken.

10. **Consideration and possible action with respect to a “Resolution of the City Council of the City of Dripping Springs, Texas, Determining Costs of the Proposed Public Improvements in the Heritage Public Improvement District, Approving a Proposed Improvement Area #2 Assessment Roll, Calling a Public Hearing, and Making Related Findings and Determinations, in Accordance With Chapter 372 of the Texas Local Government Code”** *Sponsor: Mayor Bill Foulds, Jr.*

Royce Rippy with M/I Homes and Andre Ayala with Hilltop Securities provided a presentation regarding agenda items #10 and #11. Presentations are on file.

A motion was made by Council Member Tahuahua and seconded by Council Member Crow to approve a Resolution of the City Council of the City of Dripping Springs, Texas, Determining Costs of the Proposed Public Improvements in the Heritage Public Improvement District, Approving a Proposed Improvement Area #2 Assessment Roll, Calling a Public Hearing, and Making Related Findings and Determinations, in Accordance With Chapter 372

of the Texas Local Government Code”.

The motion carried unanimously 5 to 0.

Filed as Resolution No. 2024-R16

- 11. Discuss and consider approval of a Resolution of the City Council of the City of Dripping Springs, Texas, approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)".**

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to approve of a Resolution of the City Council of the City of Dripping Springs, Texas, approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)".

The motion carried unanimously 5 to 0.

Filed as Resolution No. 2024-R17

- 12. Discuss and consider approval of an Agreement related to reimbursement for Segment 1 of the East Interceptor Project with Taylor Morrison of Texas, Inc., a Texas corporation (“TM”), and North DSP, LLC, a Texas limited liability company (“NDSP”).** *Sponsor: Mayor Bill Foulds, Jr.*

Laura Mueller presented items #12 and #13; a representative from the developer was available for questions. Presentation is on file.

A motion was made by Council Member Parks and seconded by Council Member Crow to approve of an Agreement related to reimbursement for Segment 1 of the East Interceptor Project with Taylor Morrison of Texas, Inc., a Texas corporation (“TM”), and North DSP, LLC, a Texas limited liability company (“NDSP”).

The motion carried unanimously 5 to 0.

- 13. Discuss and consider selection of the bidder for the East Interceptor Segment 1 and authorize staff to finalize an agreement for construction of the project.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Council Member King and seconded by Council Member Parks to approve of the selection of the bidder, CC Carlton Industries, Ltd., for the East Interceptor Segment 1 and authorize staff to finalize an agreement for construction of the project.

The motion carried unanimously 5 to 0.

- 14. Discuss and consider action on the City's 2025 Legislative Program and resolutions to the Texas Municipal League Annual Conference Legislative Program.** *Sponsor: Mayor Bill Foulds, Jr.*

No action taken.

- 15. Discuss and consider approval of the appointment of Jeff Shindler as Interim Chair of the Founders Day Commission.** *Sponsor: Mayor Bill Foulds, Jr.*

City Administrator Michelle Fischer noted the report was on file and was available for any questions.

A motion was made by Council Member Crow and seconded by Council Member King to approve the appointment of Jeff Shindler as Interim Chair of the Founders Day Commission.

The motion which carried unanimously 5 to 0.

REPORTS

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

- 16. Planning Department Report**
Tory Carpenter, Planning Director

A motion was made by Council Member Tahuahua and seconded by Council Member Crow, to adjourn into Closed Session under Item numbers 9, 17, and 18 pursuant to Texas Government Code Sections 551.071, Consultations with Attorney and 551.072, Deliberation Regarding Real Property.

The motion carried unanimously 5 to 0.

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.

9. **Discuss and consider approval of a draft agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club governing access to multi-use trails at Dripping Springs Ranch Park and authorize staff to finalize agreement with the Mountain Bike Club. Sponsor: Council Member Sherrie Parks.**
17. **Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects. Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072**
18. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. Consultation with Attorney, 551.071**

The City Council met in Closed Session from 7:40 p.m. to 8:01 p.m.

No action was taken during Closed Session.

Mayor Pro Tem Manassian returned the meeting to Open Session at 8:01 p.m.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to pull Item #18 out of Closed Session. The motion carried unanimously 5 to 0.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow to approve reimbursement of the Pollution Liability Insurance for the Big Sky Wastewater Plant. The motion carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

September 3, 2024, at 6:00 p.m.

September 17, 2024, at 6:00 p.m.

October 1, 2024, at 6:00 p.m.

Board, Commission & Committee Meetings

Parks & Recreation Commission, August 21, 2024

Transportation Committee, August 26, 2024

Planning & Zoning Commission, August 27, 2024

ADJOURN

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

This regular meeting adjourned at 8:03 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 78602

Submitted By: Riley Sublett, Maintenance Director

Council Meeting Date: 09/03/2024

Agenda Item Wording: **Approval authorizing City Staff to exceed \$50,000.00 worth of purchases from Tellus Equipment Solutions for the Purchase of a Utility Vehicle that was budgeted for the Visitors Bureau in Fiscal Year 2024. Sponsor:**

Agenda Item Requestor: Riley Sublett, Maintenance Director

Summary/Background: In FY 2024 The City of Dripping Springs City Council approved \$20,000.00 for the purchase of a utility vehicle dedicated to the Visitors Bureau for use in events such as Founders Day, Christmas on Mercer, Brewers Fest, Songwriters Festival and all other events they are involved in. The cost of this vehicle is \$17,537.98 which will exceed \$50,000.00 worth of purchases with Tellus Equipment Solutions. This item is to ensure compliance with State law and the City’s purchasing policy.

Commission Recommendations: N/A

Recommended Council Actions: City Staff recommends authorizing city staff to exceed \$50,000.00 worth of purchases from Tellus Equipment Solutions.

Attachments: N/A

Next Steps/Schedule: Purchase UTV from Tellus Equipment Solutions using Sourcewell Purchasing Cooperative.

AUG 19 2024

OFFICIAL BALLOT

City of Dripping Springs

**Texas Municipal League Intergovernmental Risk Pool
Board of Trustees Election**

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2024. Ballots received after September 30, 2024, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

- Randy Criswell.** (Incumbent) Randy Criswell is currently the City Manager of Wolfforth (Region 3), a position he's held since 2022. He has served on the TML Risk Pool Board of Trustees since 2015 and as Chair of the Board from 2020 to 2022. He has been in public service since 1994, having served the City of Canyon in three administrative roles including City Manager, the City of Mineral Wells as City Manager, and his current position. Mr. Criswell has a Bachelor of Science Degree from Texas Tech University in Engineering Technology and is a Certified Public Manager. He is a member of TCMA and a past member of the TCMA Board of Directors. He and his wife Janie have three grown children, and he enjoys golf, his Harley Davidson motorcycle, and spending time with Janie.
- Robert S. Davis.** Robert Davis serves as the City Attorney for the City of Bullard (Region 15). He is a Senior Partner at Flowers Davis PLLC in Tyler and oversees the Business and Commercial Litigation, Insurance Defense, Defense of Governmental Entities, Employment Law, and Medical Liability Sections of the law firm. Mr. Davis has extensive experience in representing governmental entities and government officials in all types of litigation. He also has extensive experience in litigation for major insurance carriers and drafting coverage opinions for insurance carriers. Through the years, he has written many papers for and made numerous presentations to Texas Sheriff's Association, Texas Association of Counties, Texas Jail Association, and Texas Chief Deputies' Association.

WRITE IN CANDIDATE:

PLACE 12

- Cedric Davis, Sr.** Cedric Davis is the City Manager of the City of Mathis (Region 11). He joined the city's administration team on January 3, 2024, and has more than three decades of experience as a public servant. He served as the City Manager of Mathis for over four years, and is a former Chief of Police and Public Educator. He is a graduate of Law Enforcement Management Institute of Texas and the Advanced Military Academy of Texas. He has a Bachelor of Science degree in Criminal Justice Administration from Sam Houston State University. He is a licensed Master Peace Officer, Police Instructor, Investigator, and holds certifications in Public Management, Smart City Practitioner, and Public Finance Investment Officer. In 2008 he served as Mayor of Balch Springs.
- Rocky Hawkins.** Rocky Hawkins is a Councilmember for the City of Gladewater (Region 15), and served as such for four years. He has also served on the Gladewater Lake Board for 10 years, as a Chamber of Commerce Volunteer, as a member of the "Friends of the Library" at the Lee-Bardwell Public Library in Gladewater, and on various boards and committees at First Baptist Church for 30 years. Mr. Hawkins began his career with a brief stint as a Parole Officer for Gregg County; later spent almost 15 years in the Hospitality/Restaurant Business; and finished his career with 30 years at Eastman Chemical Co. He holds an associate's degree in business management from Kilgore College and a B.S. degree in Criminal Justice from Sam Houston State University.
- Allison Heyward.** (Incumbent) Allison Heyward has served as Councilmember for the City of Schertz (Region 7) since 2018. She also serves on the TML Board of Directors and is currently the TML President Elect. She previously served in 2022 on the TMLIRP Board as the TML Board representative. In January 2023, she was appointed to Place 12 on the TMLIRP Board to fill a vacancy. She holds a Bachelor's Degree in Accounting from Texas Southern University, and is a 2020 graduate of the Chamber Leadership Core Program. Mrs. Heyward is also a TML Leadership Fellow and a Certified Municipal Officer (CMO), having received the TMLI CMO (Certified Municipal Official Designation) Award of Excellence for maintaining the designation for 5 continuous years. She has also been recognized with the President's Award for being one of the top 2 highest earners of Continuing Education Units.
- Rudy Zepeda.** Rudy Zepeda has served as the Finance Director for the City of Santa Fe (Region 14) since 2021. Before joining Santa Fe, Mr. Zepeda served eight years in Dayton, Texas, as Assistant City Manager and Finance Director. He holds a degree in Classics from the University of Arizona and certification in Certified Public Management from Stephen F. Austin University. While Finance Director in Santa Fe, the city earned the Government Finance Officers Association (GFOA) Budget Presentation Award and the Excellence in Financial Reporting award. This year, the city was recognized by the State Comptroller's Office with its Traditional Finances Star Award. Mr. Zepeda's career spans 30 years, with significant experience in both public and private sectors, including 14 years in local government.

WRITE IN CANDIDATE:

PLACE 13

- Harlan Jefferson.** (Incumbent) Deputy City Manager for the City of Burleson (Region 13). Mr. Jefferson has been in public service for 41 years, serving as a Risk Manager for the City of Denton early in his career and serving as Town Manager for Flower Mound and Prosper, Texas. Mr. Jefferson is an active member of the Texas City Management Association (TCMA), having served on its Board of Directors and is a Past President of the North Texas City Manager Association. He holds a Bachelor of Arts in Political Science and a Master of Public Administration from the University of North Texas. Additionally, he is an Adjunct Faculty member in the Master of Public Administration Program at the University of North Texas.
- James Quin.** City Administrator for the City of Hutchins (Region 13) since March 2022. He served as City Administrator of Haslet for 8 years and City Manager for Richland Hills for 16 years. Mr. Quin earned a Bachelor of Science Education degree and a Master of Public Administration degree from Missouri State University. He is a member of the International City/County Management Association (ICMA) and maintains the ICMA Credentialed Manager (CM) designation. In April 2022, he was awarded the High Performance Leadership Academy Certificate issued by ICMA Professional Development Academy. Also, he is a full member of TCMA, and previously served on the HCA Medical City Alliance Hospital Board for 6 years.

WRITE IN CANDIDATE:

PLACE 14

- Mike Land** (Incumbent) City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land serves on the International City/County Management (ICMA) Board of Directors and is the 2024-25 ICMA President-Elect. Additionally, he serves on the Texas Women's Leadership Institute Advisory Board, the Texas A&M University's Development Industry Advisory Council, and the UTA MPA Advisory Board. He has also served as School Board Trustee for Gainesville Independent School District and as President of TCMA.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2024.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity

Received

AUG 23 2024



OFFICIAL BALLOT

City of Dripping Springs

Texas Municipal League (TML) Region 10 Director Election

This is the official ballot for the election of the Region 10 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 3, 2024. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 10 Director (select one)

Dr. Christopher Harvey, Mayor, Manor

Jimmy Jenkins, Councilmember, Smithville

Na'Cole Thompson, Mayor Pro Tem, Leander

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2024.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of City

Region 10 Director Candidate Biographies (printed on both sides)



Dr. Christopher Harvey, Mayor, Manor

I humbly submit this application for the Region 10 Regional Director position. I have lived in Region 10 all my life, being born and raised in Austin, now living in Manor. I am a graduate of Texas State University (Social Work), Concordia University at Austin (Master's in Education Administration), and the University of Mary Hardin-Baylor (Doctorate in Leadership in Education Administration). I am a leader in the field of Education. I am a man with Christian values and practices. I am a family man with a wife and three girls. My political affiliation is non-partisan. I value diversity, small business, and community. I believe that strong city leadership can change our country and the world. I have served my community on the Manor City Council since 2019. My colleagues in Region 10 will share that when I have had the floor, I didn't promote Manor, but the region. My supporters in the Texas Legislature and US Congress will echo the sentiment. I am an advocate of regional planning. We've even embarked on a regional wastewater treatment plant and regional economic initiatives with Samsung, Tesla, Applied Materials, and the City of Austin. I have worked to build a relationship with Mayor Kirk Watson and we talk about regional employment, transportation needs (like US HWY 290, FM 973, and HWY 95). He is a supporter of regional planning. He called several Mayors to meet in Austin to answer the call of joining an association so that we can partner and build our area together. I shared this with my council and city staff. We believe in the work and made the financial and time commitments.



Jimmy Jenkins, Councilmember, Smithville

I am retired from American Airlines and returned home to Smithville in 2018. I was born in Wichita Falls and have been a tradesman all my life. After retirement, I wanted to keep my mind and body active. I started attending council meetings and ran for and was elected in 2023. Our small city is at the edge of the growth that is hitting Bastrop County, and over the next two to three years it will be at our doors. As a Smithville councilmember, I have been very active in TML, CARTPO, the Bastrop County Public Health Taskforce, and other related activities for the city. Managing our land use, working with officials to protect our city's ability to govern, and managing the city's infrastructure are top priorities. I have the privilege to be appointed to the 2024 TML Policy Summit. Working to protect our cities' rights to govern and promoting good legislation with other TML members will be a privilege. I am a firm believer that working together with other cities and towns we can improve the lives of our constituents and make our cities better by the exchange of ideas and being good listeners. If I am chosen to serve, I will work hard for Region 10. Listening to ideas from member cities, promoting each other, and promoting ideas that the members put forth to TML leadership will be job one. Texas is a great place to live, raise a family, and to be from. Let's keep it that way. Thank you in advance for your consideration.

EXHIBIT A

TASK ORDER 1

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated May , 2024 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 1

PROJECT NAME: On Call Services

PART 1.0 PROJECT DESCRIPTION:

On Call task order for HDR to provide transportation engineering services for the City of Dripping Springs not assigned to an individual task order. This scope of services presented below is assumed for fee purposes, actual tasks may vary.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Project Management and Coordination

- Coordination with the City of Dripping Springs.
- Project management and administration.

Project Meetings

- Attend one (1) Transportation Committee meeting.
- Attend one (1) Planning Commission meeting.

Technical Analysis

- Perform traffic analysis as required to address City or Transportation Committee questions on existing or proposed intersections.
- Conduct field reviews as required to observe existing traffic operations.
- Provide technical guidance to City on transportation / traffic operations as issues arise.

PART 4.0 ENGINEER'S FEE:

HDR will perform the above scope of work for Task Order 1 for an hourly not to exceed fee of \$20,000.

This Task Order is executed this _____ day of _____, 20_24_.

City of Dripping Springs

HDR ENGINEERING, INC.

"OWNER"

"ENGINEER"

BY:

BY:

NAME: _____
Bill Foulds, Jr.

NAME: _____
Justin Word, P.E.

TITLE: _____
Mayor

TITLE: _____
Vice President

ADDRESS: _____
PO Box 384

ADDRESS: _____
504 Lavaca St. #900

Dripping Springs, TX
78620

Austin, TX 78701

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

TO 1 On Call Services

TASK	TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
1	Traffic Study						
	Project Management and Coordination	6			5	11	\$2,350.00
	Project Meetings	6				6	\$1,800.00
	Transportation Committee Meetings	3				3	\$900.00
	Planning Commission Meetings	3				3	\$900.00
	City Council Meetings	0				0	\$0.00
	Traffic Analysis	8	16	16		40	\$7,040.00
	Field Reviews	4		16		20	\$3,200.00
	Technical Support	8	8			16	\$3,720.00
							\$19,910.00
	HOURS SUB-TOTALS	38	24	32	5	99	\$11,950.00
	DIRECT LABOR	\$300.00	\$165.00	\$125.00	\$110.00		
	TOTAL LABOR COSTS	\$11,400.00	\$3,960.00	\$4,000.00	\$550.00		\$19,910.00
	SUB-TOTAL						\$19,910.00

TASK	DIRECT COSTS	CONTRACT RATE			UNIT	QUANTITY	AMOUNT
1	8 1/2x11 B/W Paper Copies	0.1			Sheet	260	\$26.00
	8 1/2x11 Color Paper Copies	1			Sheet	0	\$0.00
	11x17 B/W Paper Copies	0.15			Sheet	0	\$0.00
	11x17 Color Paper Copies	1.5			Sheet	0	\$0.00
	Mileage	0.67			Per Mile	96	\$64.32
							\$90.00
	SUB-TOTAL DIRECT COST						\$90.00
	SUB-TOTAL LABOR COSTS						\$19,910.00
	TOTAL COST					TOTAL HNTB	\$20,000

**MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER 6**

THIS AGREEMENT is made as of this _____ day of _____, 20____, between _____, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER’s Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions. Labor Rates will be reassessed at the beginning of each calendar year.

SECTION IV. PERIODS OF SERVICE

This Master Agreement will remain in effect for a period of three (3) years after execution unless amended by OWNER and ENGINEER.

SECTION V. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

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

“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

NAME: Justin Word, P.E.

TITLE: Vice President

ADDRESS: 504 Lavaca Street, Suite 900
Austin, Texas 78701

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER’S FEE:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20__.

"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue 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 any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees

and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).



**HDR Labor Schedule
2024 Hourly Rates
City of Dripping Springs**

Project Principal	\$320.00
Senior Project Manager	\$300.00
Project Manager	\$225.00
QC Manager	\$275.00
Senior Drainage Engineer	\$275.00
Senior Utility Engineer	\$260.00
Senior Engineer	\$250.00
Senior Environmental Engineer	\$225.00
Senior Real Estate Specialist	\$200.00
Public Involvement Manager	\$200.00
Project Engineer	\$165.00
Utility Engineer	\$150.00
EIT	\$125.00
Environmental Scientist	\$120.00
Public Involvement Coordinator	\$130.00
GIS Analyst	\$130.00
Graphic Designer I	\$115.00
Senior CADD Technician	\$165.00
CADD Technician	\$120.00
Archeology/Historian	\$110.00
Administrative Assistant	\$110.00
Real Estate Specialist	\$120.00
Expenses	100% of cost
Mileage	Current IRS Rate



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: September 3, 2024

Agenda Item Wording: **Approval of Amended HDR Master Owner-Engineer Agreement for Fiscal Year 2025 for three years, On-Call Services Task Order for Fiscal Year 2025, and authorize staff to approve task orders which are budgeted and that do not exceed a single expenditure of fifty thousand dollars.**

Agenda Item Requestor:

Summary/Background: This is an updated master agreement with HDR which extends for three years but allows for termination in writing if needed. We have been working with HDR through task orders as they work on various projects, the majority of which are reimbursable.

Commission Recommendations: N/A

Recommended Council Actions: Approval.

Attachments: Master Agreement
Task Order 1

Next Steps/Schedule: If approved, City Staff can approve budgeted task orders unless they exceed \$50,000 in expenditures.

STEPHENSON HIGH SCHOOL

Dripping Springs, Texas



City of Dripping Springs VE Budget Summary

September 3, 2024

*Rehabilitation of the Historic Stephenson
High School Building and Addition*

Estimated 100% Construction Documents Construction Cost



Direct Construction Costs	
Existing Building Renovation	\$1,569,686
Addition	\$991,843
Site	\$404,559
Total Direct Construction Cost:	\$2,966,088
General Conditions	\$489,405
Contingencies (Escalation to Jan. 2025)	\$474,574
Total	\$3,930,067
Value Engineering Goal 5-10%	\$148k - \$296

Value Engineering Available Elements

VERMEULENS					
CATEGORY	SECTION	ORIGINAL ITEM	PROPOSED CHANGE	COST SAVINGS	
G CREEK REDUCTIONS		STOREFRONT	REDUCE SF COST	\$ 6,000.00	
	A33	HOLLOW MTL. DOOR	COST REDUCTION	\$ 2,900.00	
	A34	ROOFING	COST REDUCTION	\$ 36,000.00	
	B12	SITILE RAIL DOORS	COST REDUCTION	\$ 13,000.00	
		BIM COORDINATION	REMOVE BIM COORDINATION	\$ 16,000.00	
	C11	PLUMBING	COST REDUCTION	\$ 30,000.00	
TILE FINISH	B23, B21	TILE WAINSCOT AT ALL RR WALLS	WAINSCOT ONLY AT WET WALLS	\$ 11,948.42	
COUNTER TOP MATERIAL	B31	STAINLESS STEEL COUNTERS AT CATERING	PROVIDE SOLID SURFACE IN LIEU	\$ 3,150.00	
	B31	COUNTER VANITY	REDUNDANT LINE ITEM	\$ 3,750.00	
CEILING FINISH	B22	SUSPENDED GYP CEILINGS	PROVIDE SUS. ACOUSTIC TILE AT OFFICES	\$ 1,193.75	
FLOOR FINISH	B21	POLISHED CONCRETE	PROVIDE CARPET TILE AT OFFICES	\$ 5,000.00	
SITE	D11	CONCRETE AREAWAYS	REUSE EXIST. MTL. AREAWAYS	\$ 4,716.00	
MEP	C22	LIGHTING	ASSUMED 10% SAVINGS	\$ 12,688.80	
	C11	WATER HEATER	COST CHECK	\$ 5,004.00	
DESIGN CHANGE	A32	FULL LIMESTONE FAÇADE	LIMESTONE WAINSCOT WITH CORRUGATED METAL	\$ 53,659.60	
DESIGN CHANGE	A11, A35, D1	EAST PORCH	REMOVE EAST PORCH, INSET VESTIBULE ENTRY	\$ 15,000.00	
				% ACHIEVED	
TOTAL SAVINGS				\$ 220,010.57	7.42%
	B32	AV EQUIPMENT ALLOWANCE	OFOI	\$ 50,000.00	
	B32	STAGE LIGHT BAR ALLOWANCE	OFOI	\$ 10,000.00	
OWNER FURNISHED OWNER INSTALL COST (OFOI)				\$ 60,000.00	2.02%

Value Engineering Available Elements

Potential VE Savings

Owner Furnished Owner Installed (OFOI)

Contractor Cost Adjustments	\$103,900
Product Adjustments	\$47,451
Design Changes	\$68,659
Requires Additional Design Costs	

AV Equipment Allowance	\$50,000
Stage Light Bar Allowance	\$10,000

Total Direct Savings: \$220,010

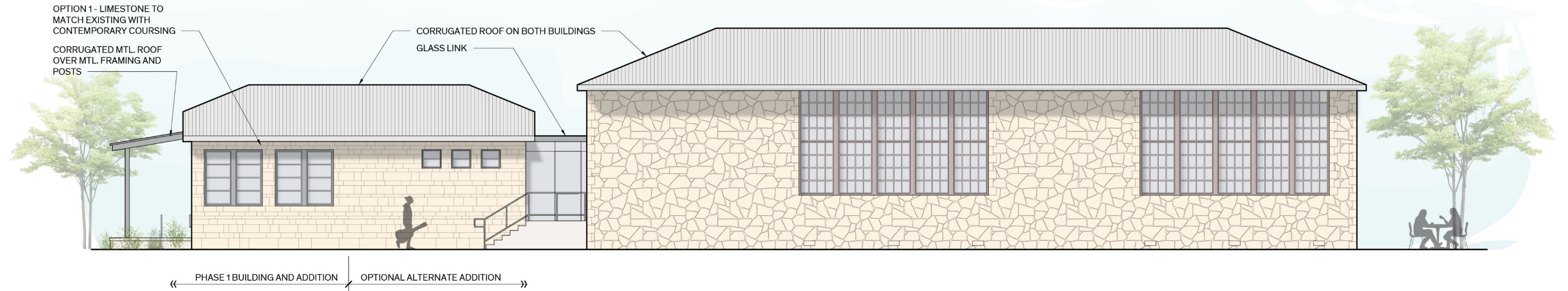
Total OFOI Cost: \$60,000

Available Estimate Cost Savings: 7.42%

Available OFOI: 2.02%

STEPHENSON SCHOOL BUILDING
CONCEPTUAL SCHEME - OPTION 1

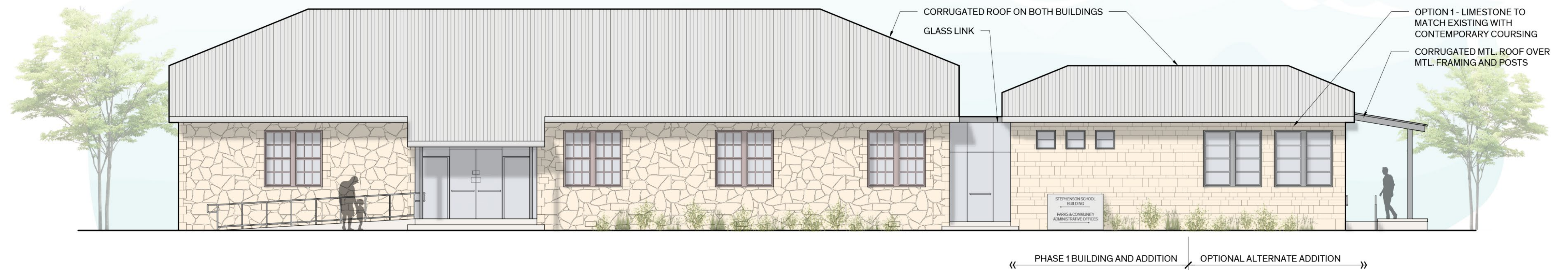
HPC Approved Elevations



West Elevation

Scale: 3/32" = 1'

3/15/2023



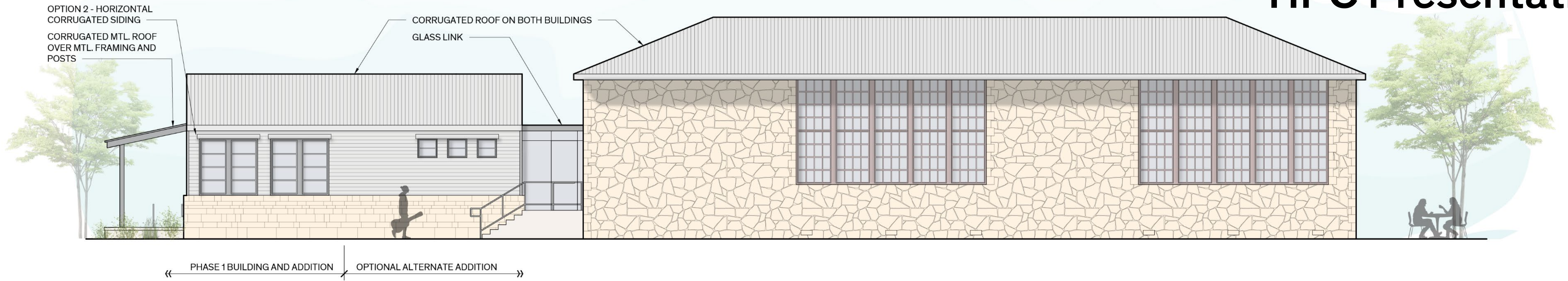
East Elevation

Scale: 3/32" = 1'

3/15/2023

STEPHENSON SCHOOL BUILDING
CONCEPTUAL SCHEME - OPTION 2

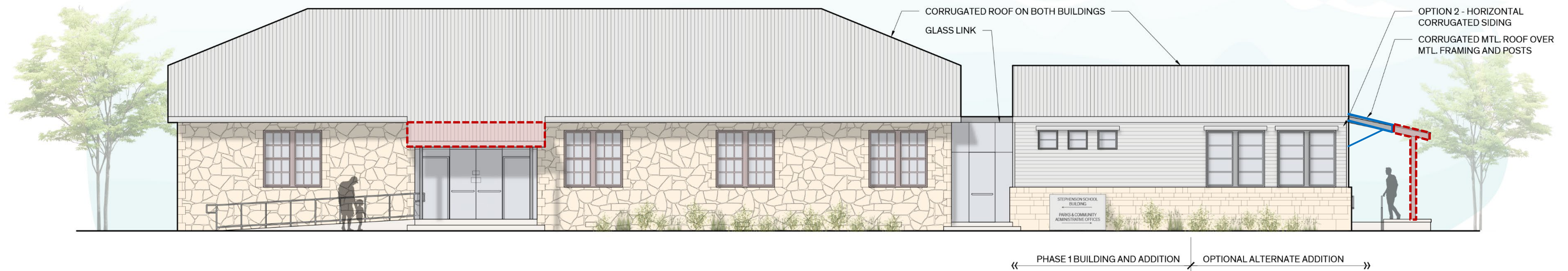
Limestone Wainscot with Corrugated Metal HPC Presentation



VE - West Elevation

Scale: 3/32" = 1'

3/15/2023

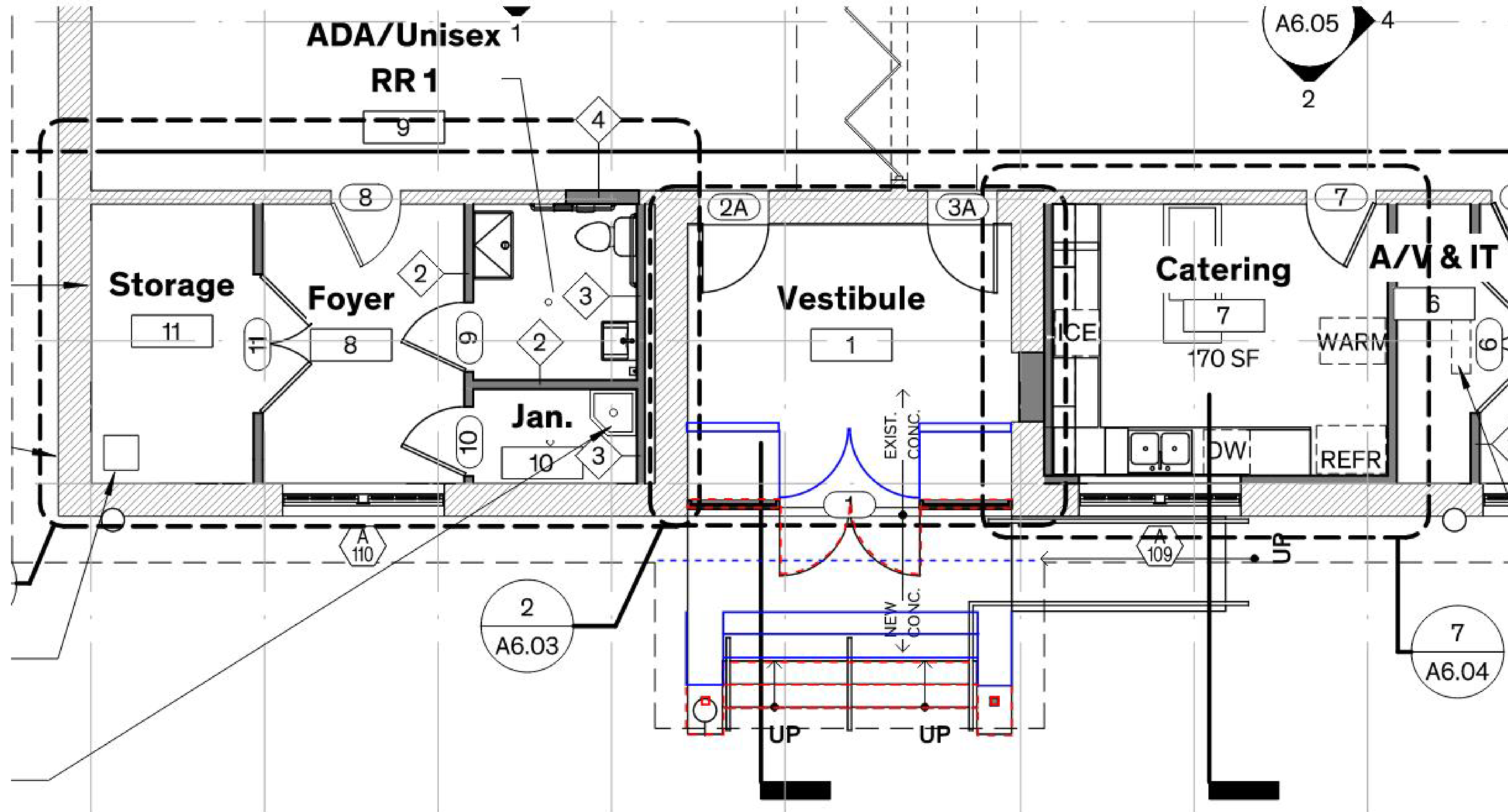


VE - East Elevation

Scale: 3/32" = 1'

3/15/2023

VE East Porch Revision



Project: Stephenson Building
 Location: 311 Old Fitzhugh Rd.
 Phase: Value Engineering
 Date: September 2024

Revised Total Cost With VE Savings

	Direct Construction Cost	General Requirements	Contingencies	Total Cost
Original	\$2,966,088.00	\$489,404.52	\$474,574.08	\$3,930,066.60
Revised	\$2,686,077.43	\$443,202.78	\$429,772.39	\$3,559,052.60



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

Submitted By: Andrew Binz – Director of Parks and Community Services

Council Meeting Date: September 3, 2024

Agenda Item Wording: Discuss and consider approval of the Rathgeber Natural Resource Park Vision Plan.

Agenda Item Requestor: Taline Manassian

Summary/Background: RVi Planning was selected through the Request for Qualifications bid process for the Rathgeber Natural Resources Park Vision Plan. The Vision Plan will include site analysis and data collection, vision planning including stakeholder and public engagement opportunities, needs assessment, operations and land management strategies, and budget and funding strategies. The final product will be three hard copies and an electronic copy of the final Vision Plan for the Rathgeber Natural Resource Park and all related materials.

The compensation for RVi Planning’s services will be \$305,859.86 plus any additional services performed. The Parks & Recreation Commission has \$100,000 budgeted for this project in 2023, and an additional \$215,000 in the 2024 budget to cover the cost. In April of 2024, an amendment/change order to the PSA for an amount not to exceed \$50,000 for additional work by Malone Wheeler on the park access options was approved by City Council as well.

The Parks and Recreation Commission approved the recommendation to City Council to approve the Rathgeber Natural Resource Vision Plan at their August 21st meeting.

Staff

Recommendations: Approval of Rathgeber Natural Resource Park Vision Plan as presented.

Attachments: Professional Service Agreement – RVi.
Rathgeber Natural Resource Park Final Vision Plan.

Next Steps/Schedule: The next steps in the Rathgeber Natural Resource Park project is to complete the schematic design, design development and construction documents in preparation to eventually go out to bid for construction.



RATHGEBER NATURAL RESOURCE PARK

PARK VISION PLAN

AUGUST 21, 2024 CITY OF DRIPPING SPRINGS, PARKS AND COMMUNITY SERVICES



1

ACKNOWLEDGMENTS

The following individuals, organizations, and groups provided valuable insight in the creation and development of the Rathgeber Natural Resource Park Vision Plan. Thank you all for your time and expertise in contributing to the design and vision of this project and thank you to all the community members that were able to participate throughout the public engagement process. The ideas and insight provided by the future users of the park, consultants, and the city helped shape the plan presented in this document. In addition to the acknowledgments Rathgeber Natural Resource Park was awarded construction funding as a Tier 1 Project by the Hays County Parks and Recreation Advisory Commission (POSAC) and Hays County Park Board.

This study acknowledges that the Rathgeber Natural Resource Park is located on the traditional and ancestral territory of numerous Indigenous peoples and nations including the [Nʉmənənʉ Sookobitʉ \(Comanche\)](#), [Ndé Kónitsaqáí Gokiyaa \(Lipan Apache\)](#), [Coahuiltecan](#), [Tonkawa](#), and [Jumanos](#). In most cases these Native American communities were either driven away, forcibly removed, or relocated to reservations in the 18th and early 19th Century by Euro-American settlers and the US & Texas Governments. As part of the development of the park, it is recommended that Indigenous histories be included in programmatic, interpretive and/or educational opportunities. Should the Rathgeber Natural Resource Park develop an onsite resource library, it is recommended that staff coordinate with the [American Indian Library Association \(AILA\)](#) or the [American Indians in Children's Literature \(AICL\)](#) organizations for relevant educational material. For more information on any of these nations, please visit the links on the names and look for ways to support the local Indigenous communities.

CITY OF DRIPPING SPRINGS

Andrew Binz, Parks and Community Services Director
Michelle Fischer, City Administrator
Shawn Cox, Deputy City Administrator
Ginger Faught, Deputy City Administrator
Tory Carpenter, Planning Director
Chad Gilpin, City Engineer
Emily Nelson, DSRP Manager
Lisa Sullivan, People and Communications Director
Robert Ellis, Rathgeber Family/Land Manager
Paul Fushille, PRC Commissioner – Chair
Matthew Fougerat, PRC Commissioner
Kristy Caldwell, PRC Commissioner

DRIPPING SPRINGS CITY COUNCIL

Bill Foulds Jr. - Mayor
Taline Manassian - Mayor Pro Tem
Wade King
Geoffrey Tahuahua
Travis Crow
Sherrie Parks

DRIPPING SPRINGS PRC

Paul Fushille - Chair
Hope Boatright - Commissioner At-Large
Olivia Barnard - DSISD Representative
Andrew Binz - Staff Liaison
Kristy Caldwell - Commissioner At-Large
Thomas Lengel - DSISD Representative
Christian Krueger - Commissioner At-Large

RVI PLANNING + LANDSCAPE ARCHITECTURE

Drew Carman, PLA, Director of Park Design
Alan Mackey, PLA, Project Director
Madison Dalke, Project Manager
Karishma Joshi, SITE AP, Sustainability and SITES
Ryan Schatzman, Creative Director
Barbara Austin, PLA, Consultant

CLAYTON KORTE

Nathan Quiring, Project Architect
Benito Martinez, Project Architect

NANCY LEDBETTER & ASSOCIATES

Randall Dillard, Public Outreach and Engagement
Mitzi Ellison, President

MALONE WHEELER

Dan Brown, Project Engineer
Landon McClellan, Project Engineer

SECOND SPATIAL

Russell Thomman, Virtual Site Visit

HICKS AND COMPANY

Samantha Champion, Planning Project Manager

CITY COUNCIL ADOPTION RESOLUTION



2

EXECUTIVE SUMMARY

The City of Dripping Springs and RVI Planning + Landscape Architecture's team worked closely together to develop a vision plan for the 300-acre Rathgeber Natural Resource Park. RVI collaborated with stakeholders and other members of the community through the vision planning process to develop goals, strategies, and concepts for the natural resource park. A virtual site visit, surveys, environmental assessments, and public engagement opportunities were conducted to guide the decision-making during the project. This information was collected and analyzed in this document.

The following plan will guide the city in future development and phases of Rathgeber Natural Resource Park. The plan seeks to balance the needs of the Dripping Springs community with the environmental needs of the site. It envisions a park where citizens can respectfully recreate, learn, and experience the outdoors in this important and unique Hill Country resource.

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SLOPE ANALYSIS
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CULTURAL AND ENVIRONMENTAL
CIVIL RESOURCES

CH. 9 COMMUNITY ENGAGEMENT SUMMARY

CH. 10 PROJECT INSIGHTS

WILDLIFE ZONES
USER GROUPS
SIGNATURE EXPERIENCES

CH. 11 PARK VISION PLAN

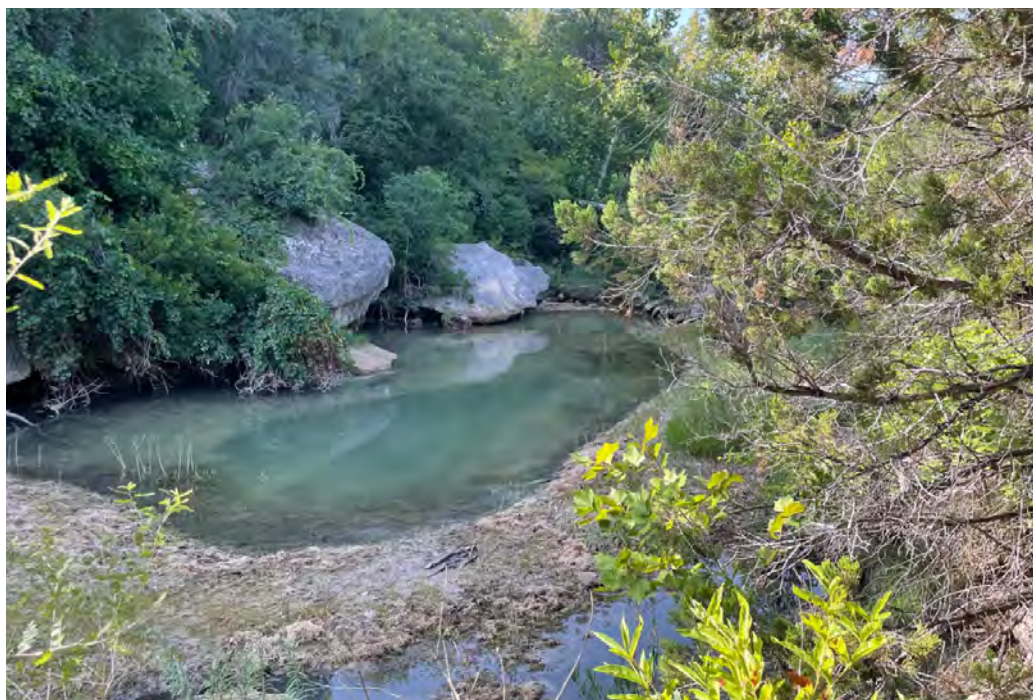
PARK PRECEDENTS
OVERALL PARK PLAN
CIRCULATION
PATH TYPOLOGIES
FOCAL POINTS
LOCATION TYPOLOGIES
NATURE CENTER
SUSTAINABILITY AND RESILIENCE
DESIGN CONSIDERATIONS
OPINION OF PROBABLE COST

APPENDIX A -
COMMUNITY
ENGAGEMENT DATA

APPENDIX B -
CORRESPONDENCE

APPENDIX C -
SITES SCORE CARD





4

INTRODUCTION AND BACKGROUND

Rathgeber Natural Resource Park is a sprawling 300-acre park located in Dripping Springs, Texas gifted in December 2020 from Dick Rathgeber and Rathgeber Investment Company. In 2020 Hays County voters approved a \$75 million bond for improvement of parks around the area. Rathgeber Natural Resource Park was selected by the Hays County Parks and Open Space Advisory Commission (POSAC) as a tier one project to receive funding.

Located in the heart of the Hill Country, Rathgeber Natural Resource Park was once a 1,300-acre ranch. Today 1,000 acres of that land was developed to create Headwaters Community. Remnants of the ranch and the history of the area can still be seen on the site and around Headwaters Community. This includes a historic ranch house, old cistern, stagecoach tracks, and creek dam.

Rathgeber Natural Resource Park's resources include a variety of wildlife habitat such as the Golden-Cheeked Warbler and other native flora and fauna. The site also contains the convergence of Barton Creek and Little Barton Creek as well as a variety of ecosystems found throughout the park. Through diligent planning, the natural and cultural resources here can be both preserved for the native plant and wildlife communities as well as enjoyed by the everyday park goer.

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VISION AND VALUES

An engaging nature park that inspires people to connect with the wild Texas Hill Country

In conjunction with the City of Dripping Springs the following values were created as a guideline for the design and vision of Rathgeber Natural Resource Park. These planning values were created, refined, and finalized through a design team and client stakeholder survey and workshop, as well as input received during community meetings. These values act as guideposts that directed the design team throughout the planning process, ensuring that any and all design decisions can point back to the value on which it is based. The vision presented below showcase's the community's value to create an unique nature focused park accessible to all.



ENVIRONMENTAL PRESERVATION - Strengthening the native qualities and natural systems of the land.



RESOURCE EDUCATION - Educate the public about the environment and history through iconic, interactive storytelling.



EQUITABLE ACCESSIBILITY - Provide controlled public access to experiences in nature for people of all ages and abilities.



LOW IMPACT RECREATION - Creating opportunities for people to enjoy the outdoors.

KICK OFF MEETING -

This meeting introduced the design team and the City of Dripping Springs to Rathgeber Natural Resource Park and initiated the vision planning process.

FIELD RECONNAISSANCE -

Site visits were conducted to collect data in the field to better understand Rathgeber Natural Resource Park. A virtual visit was also made to allow universal access to the site.

EXISTING CONDITIONS REPORT -

Data collection from the site was compiled in an existing conditions report to help analyze the site for the final vision plan.

COMMUNITY MEETING #1 -

This community meeting with the public provided the design team with insight into the needs and wants of the public and community.

SITES -

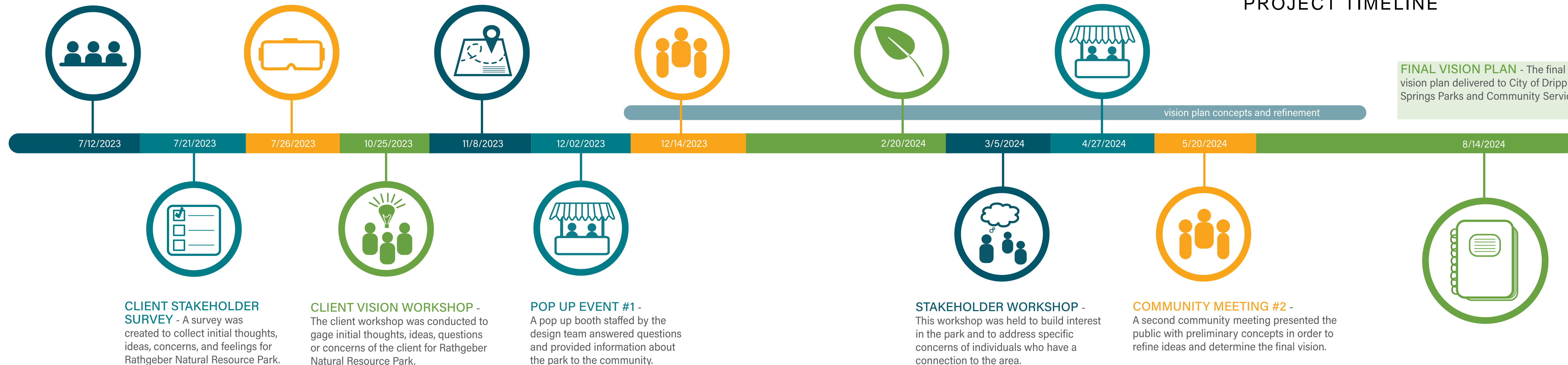
The vision plan was evaluated and rated with Sustainable Sites to ensure the project not only serviced the current community but future generations as well.

POP UP EVENT #2 -

The second pop up event provided information to the public and spread awareness of the park.



PROJECT TIMELINE



7

VIRTUAL SITE TOUR

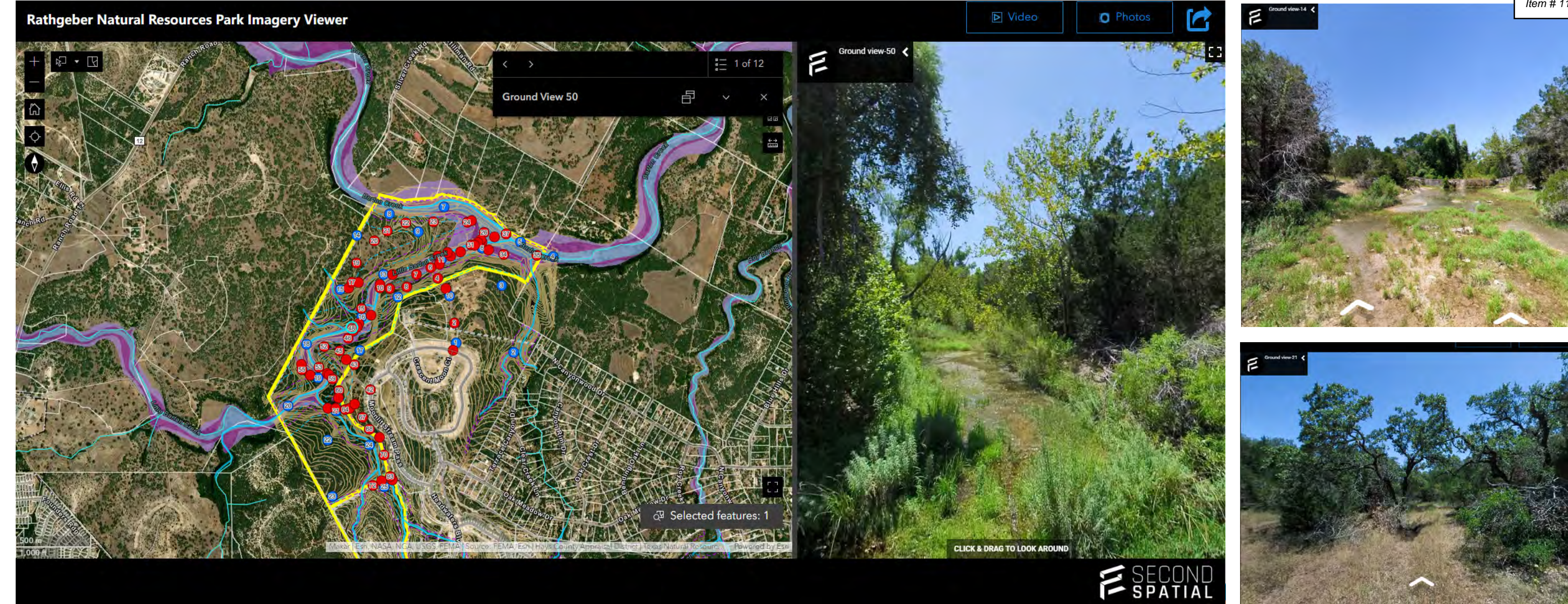
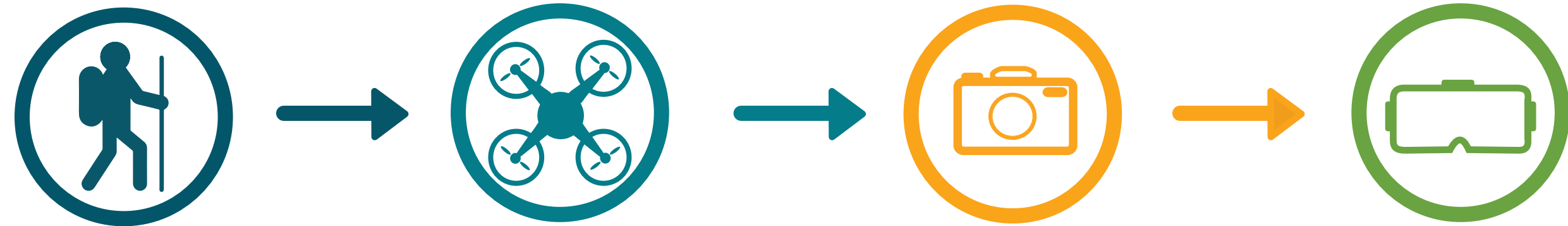
Using drone footage, 360-degree photographs and ESRI tools a virtual site tour for Rathgeber Natural Resource Park was developed to allow the park to be viewed from anywhere. Different locations throughout the area can be visited at a click of a button. This allows for multiple angles and full 360 views of selected points on a map. Birds eye views from drone footage give viewers a unique vantage point not attainable through traditional in person site data collection. Difficult to reach places can also be viewed with ease and key locations can be marked and mapped for future design decisions. The virtual site tour enhances the design process by allowing the design team to see the park in a comprehensive all-encompassing manner.

VISIT THE SITE - The first step to conducting a virtual site tour is to visit the site and determine key points and areas to collect data.

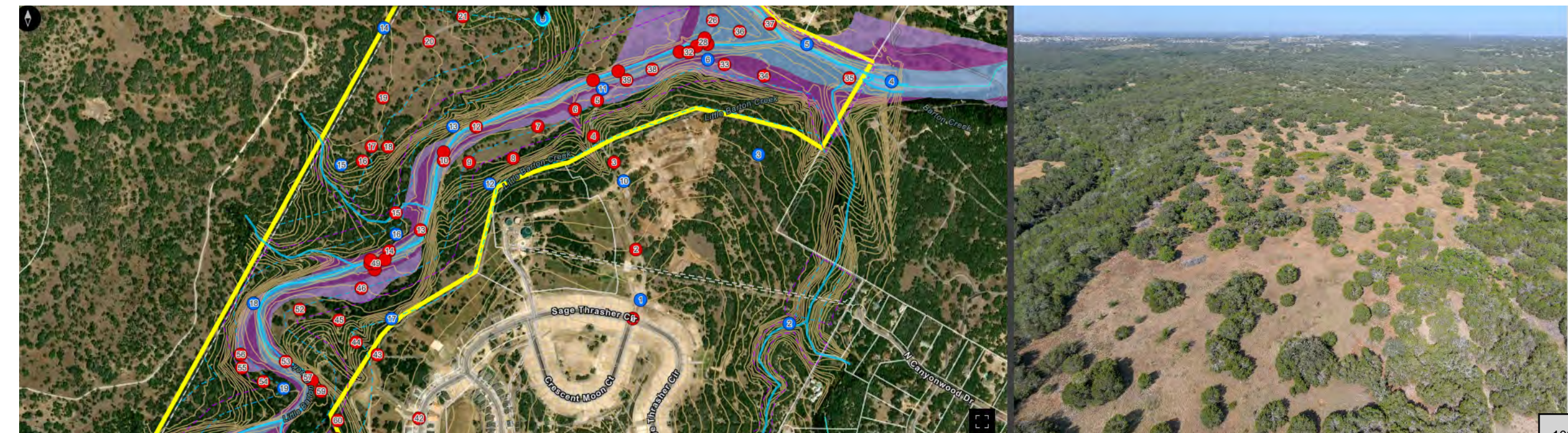
FLY THE DRONE - A drone equipped with a 360-degree camera is flown over the site to capture birds eye views of different areas of Rathgeber Natural Resource Park.

360 PHOTOS - From the ground level 360-degree photos are taken at specified locations in the area to give the viewer a comprehensive tour of the site.

VIRTUAL SITE TOUR - Once all data is collected it is compiled in an online map. Viewers can select a node and jump from area to area.

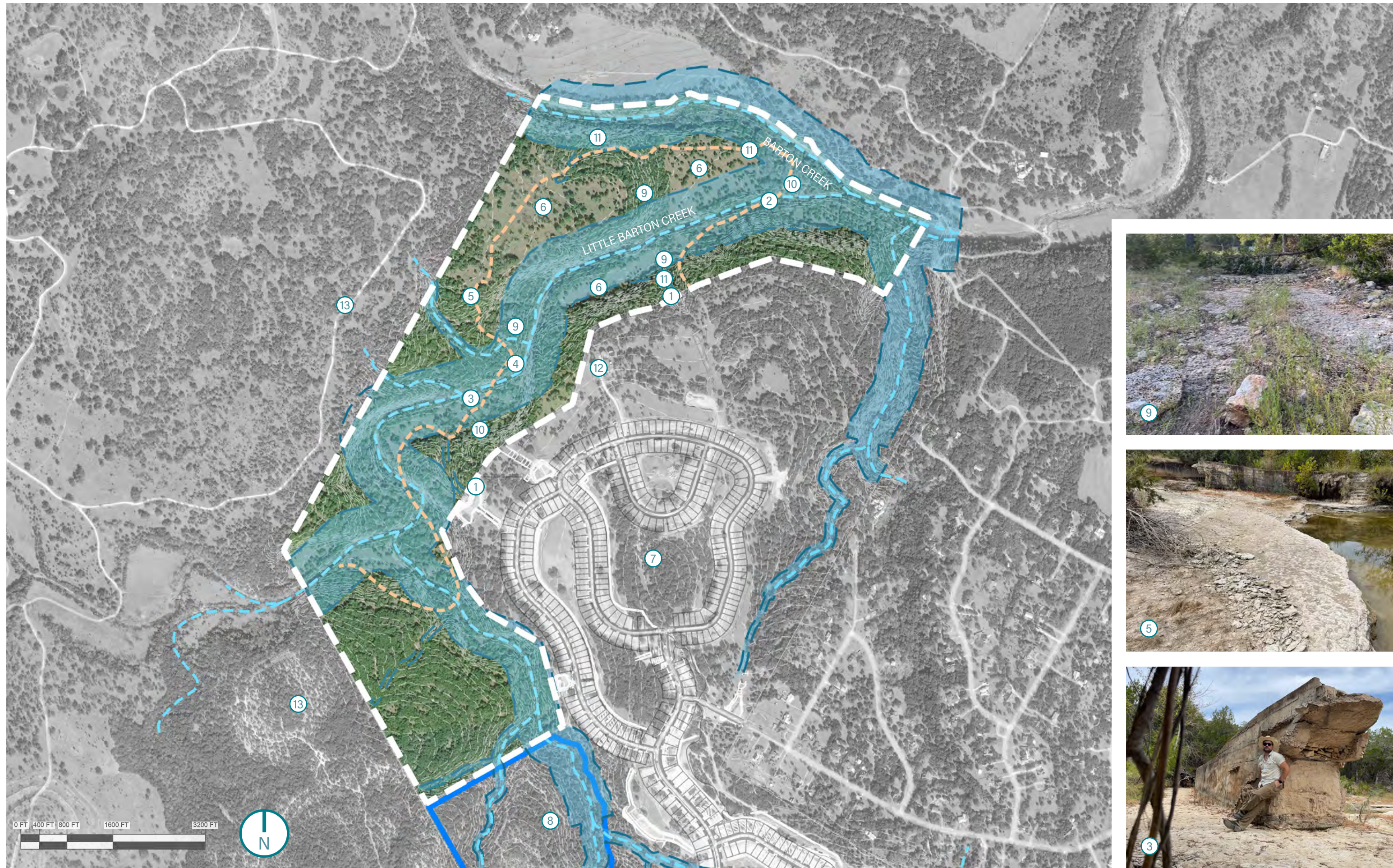


Scan or click the QR code to visit the virtual site tour.



Item # 11.

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LEGEND

- ① PARK ACCESS
- ② CREEK CROSSING/SPILL WAY
- ③ HISTORIC DAM
- ④ CREEK BANK BOULDERS
- ⑤ CREEK BED
- ⑥ MEADOWS/CLEARINGS
- ⑦ HEADWATERS COMMUNITY
- ⑧ FUTURE SCHOOL SITE
- ⑨ ROCKY/STEEP AREAS
- ⑩ SIGNIFICANT TREES
- ⑪ NATURAL OVERLOOK
- ⑫ WASTE WATER PLANT
- ⑬ FUTURE DEVELOPMENT
- PROPERTY LINE
- 100 YEAR FLOOD PLAIN
- 500 YEAR FLOOD PLAIN
- CREEK LINE
- EXISTING TRAILS/PATHS

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EXISTING CONDITIONS

Rathgeber Natural Resource Park is located in Dripping Springs, Texas, in the heart of the Hill Country. The park features various natural resources found across the site that can provide benefits and uses to the community in the area. The existing conditions on the site include historical and archaeological areas/artifacts, wildlife habitat, native plant communities, and a variety of ecological and hydrological processes of Little Barton Creek and Barton Creek.

The park consists of two creeks that run through the area and form habitats for different aquatic and non-aquatic animals. Turtles, fish, and birds of prey can be seen by visitors walking along the existing trails along the creeks. Rathgeber Natural Resource Park also has a range of naturally sloping areas along the creek beds, but also has flatter meadow-like clearings located between the two water bodies. These clearings contain native Texas prairie grasses, scrubby shrubs/trees, and significant trees such as Live Oaks.

Once a ranch site of its current namesake, remnants of this past can be found throughout Rathgeber Natural Resource Park. The most prominent feature being a dam that crosses Little Barton Creek. Other remnants on the site include barbed wire fences and wood posts.

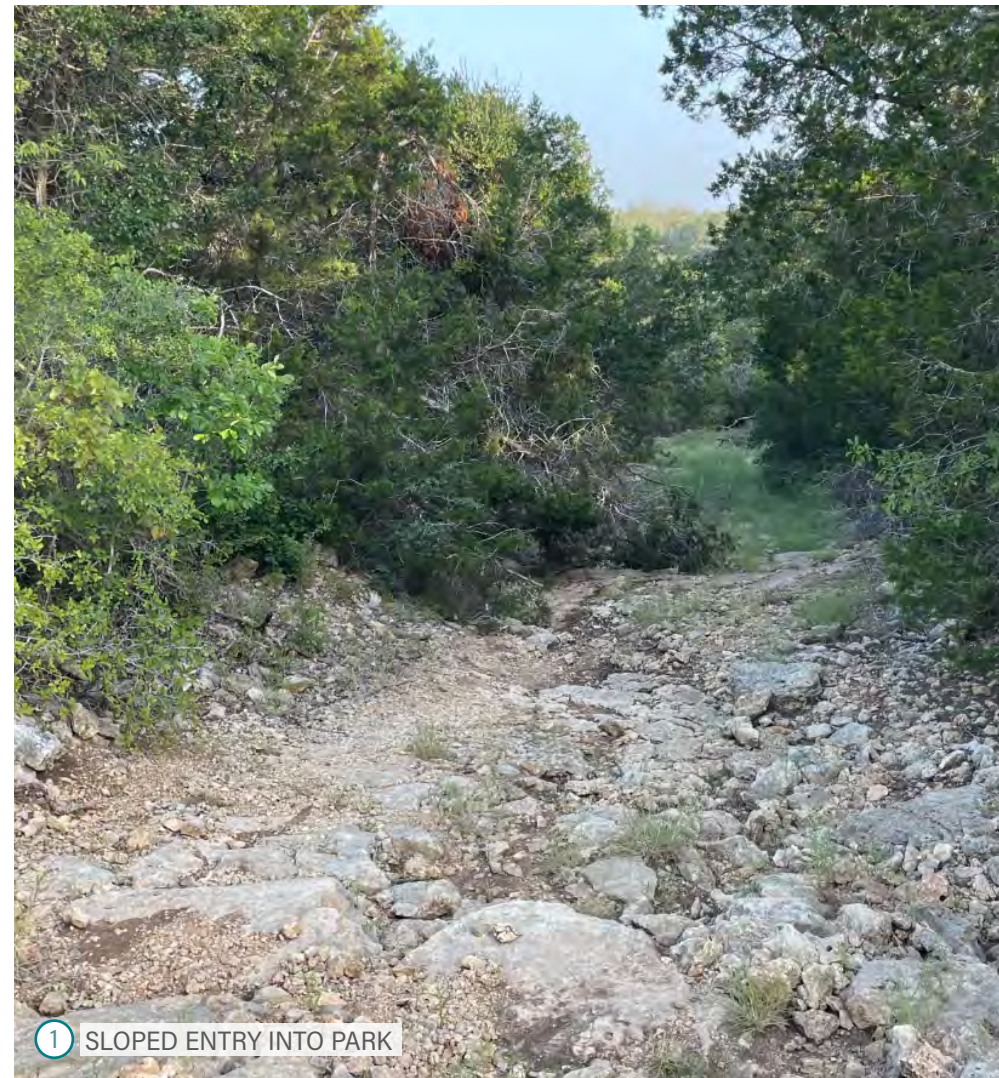
Rathgeber Natural Resource Park is full of unique features that should be celebrated and showcased for an unforgettable visitor experience.

SLOPE ANALYSIS

Rathgeber Natural Resource Park has a diverse range of elevations from flat clearings to elevated ridges along creek edges. The slopes on the site create a few locations for key features such as nature centers, camp sites, and other structures. While the elevation change near the creek and other areas throughout the site do create challenges for traversing the park, it also creates unique experiences for park goers to see all the diversity the site has to offer.

The ridges and slopes of Rathgeber Natural Resource Park create a patchwork-like pattern of areas. Flat meadow-like clearings are separated by ridges and creeks. Each one of these areas has a unique make up of native plants and natural habitat. Because of the slope, Rathgeber Natural Resource Park makes an ideal place to create various overlooks and views to different areas of the park including the more gentle clearings. Within the site there are several of these points that create natural lookouts to views outside the park.

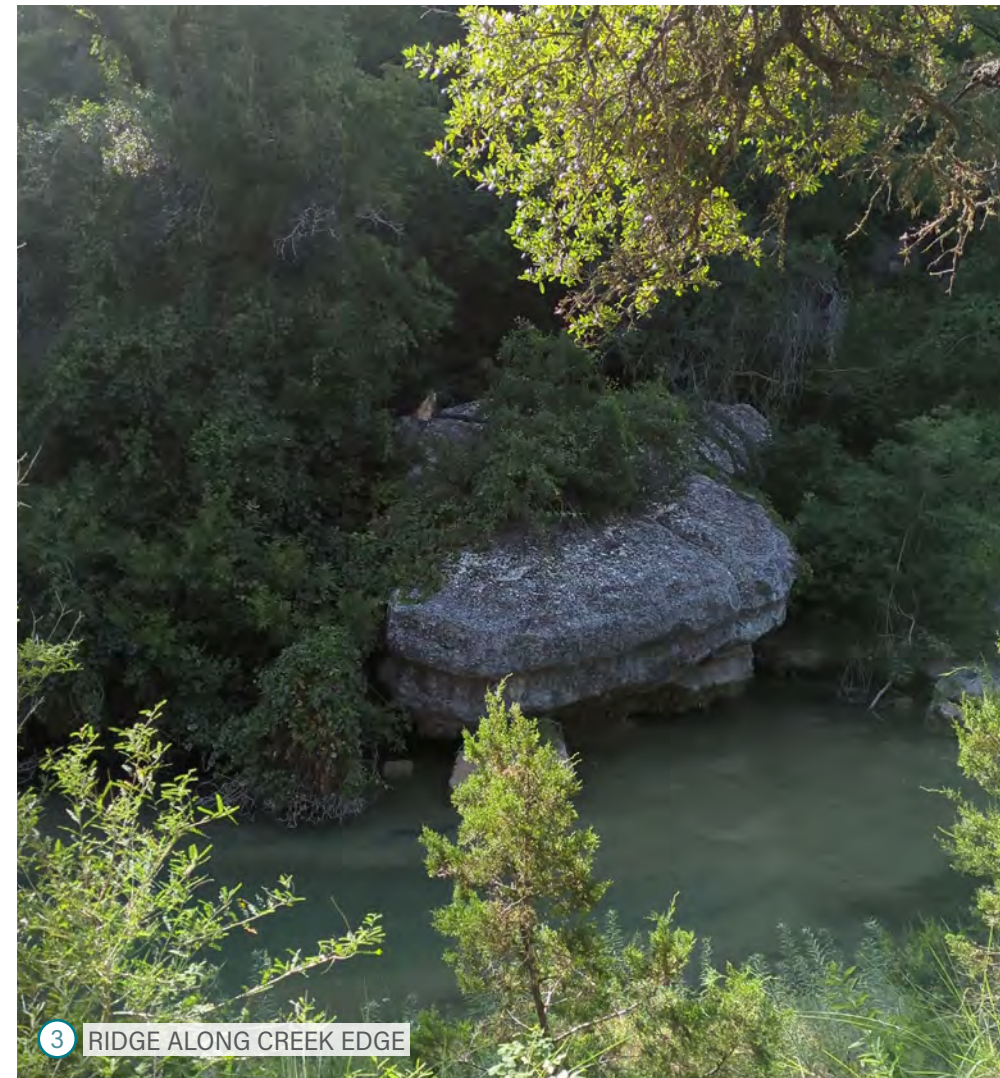
Rathgeber Natural Resource Park various slopes and elevations can be utilized to create different vantage points and perspectives of the park.



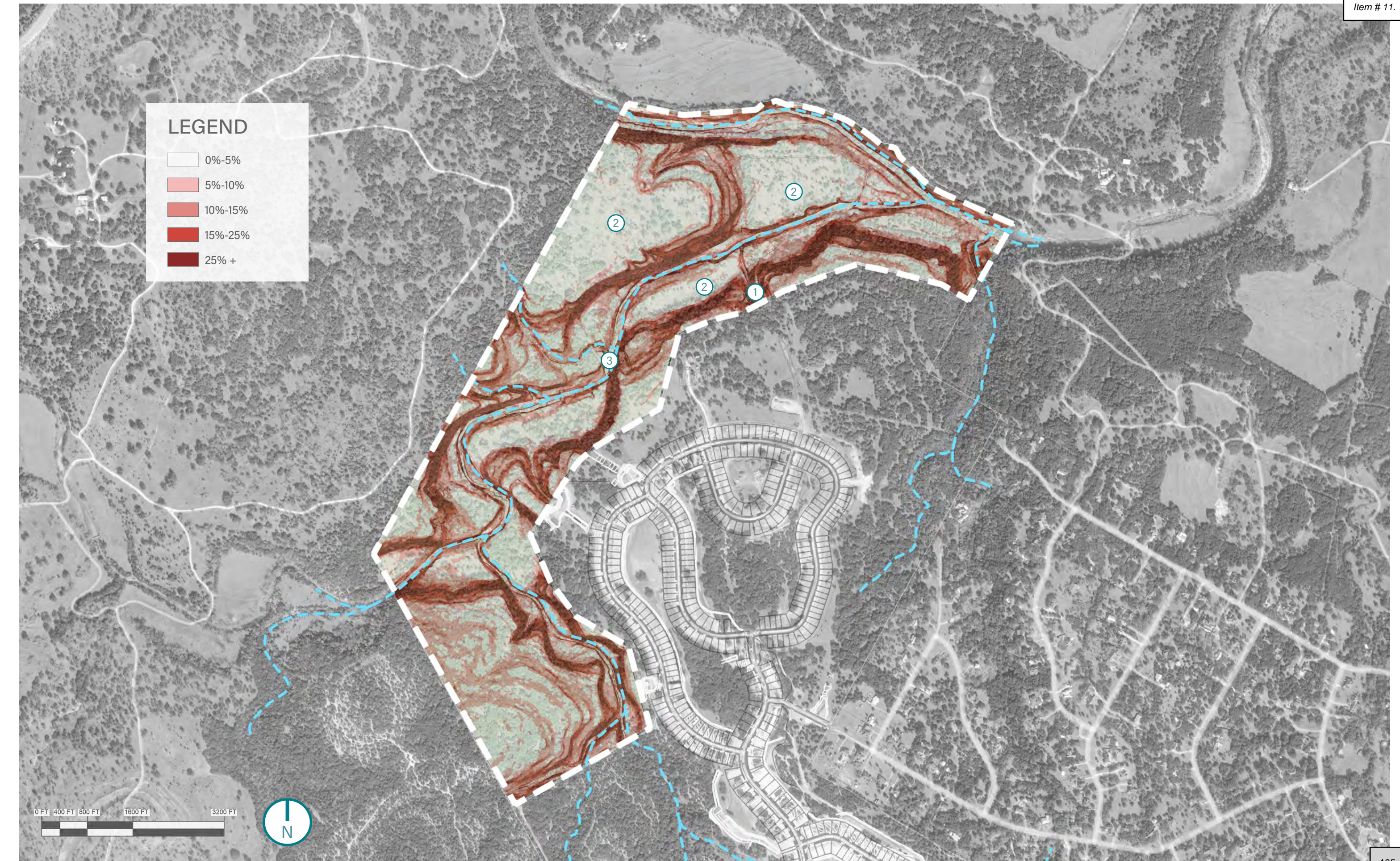
1 SLOPED ENTRY INTO PARK



2 FLAT PRAIRIE CLEARING



3 RIDGE ALONG CREEK EDGE



TECHNICAL MEMORANDUM

TO: Drew Carman
Director of Park Planning & Design
RVI Planning + Landscape Architecture
1611 West 5th Street, Suite 175
Austin, Texas 78703

FROM: Samantha Walden Champion
Planning Program Manager
Hicks & Company Environmental/Archeological Consultants
1504 W. 5th Street
Austin, Texas 78703

DATE: November 7, 2023

RE: Ecological and Cultural Resources Assessment of Rathgeber Natural Resource Park

1.0 Introduction

This document presents an Ecological and Cultural Resources Assessment in support of the Vision Plan for the future Rathgeber Natural Resource Park (Rathgeber Park), in Dripping Springs, Hays County, Texas. This report includes existing site conditions for historic, archeological, ecological, water, and socioeconomic and community resources, as well as a brief discussion of the transportation network within and around the future park (see **Figures 1** through **7** in **Attachment A**). A site visit was conducted in support of this technical memorandum on October 4, 2023. Site photographs are included as **Attachment B**.

2.0 Historic Resources

The area of Rathgeber Park was formerly known as the Hazy Hills Ranch and owned by Edgar E. Townes, a founding member of Humble Oil Company (a precursor to Exxon Mobil Oil Company). The prosperous Houston-based Townes family purchased the land and built the ranch in c. 1940.

Edgar Townes was born in 1878 in San Saba, Texas. He attended Austin public schools and later graduated in 1902 with a law degree from the University of Texas, where his father, Judge John Charles Townes, served as an early law professor. In 1903, Edgar relocated to Beaumont to practice law in the oil and gas industry, where business was booming due to the recent discovery of the nearby Spindletop oilfield. Edgar eventually went into business with the early founders of Humble Oil, and in 1917, Edgar wrote the original charter for the Humble Oil and Refining Company. Edgar initially served as general counsel for the company, then was later promoted to Vice President of Humble/Exxon from 1933 until his retirement in 1943 (Corpus Christi Caller-Times 1962).

Edgar Townes, his wife, Elsie, and their children permanently resided in the Montrose neighborhood of central Houston, not far from his office at the Humble Oil Building in downtown Houston. Having grown up in Austin, Edgar was likely already familiar with the Texas Hill Country, which potentially influenced the family to purchase Hill Country ranchland for use as a weekend retreat in c. 1939. The ranch, named “Hazy Hills,” was located less than three miles east of Dripping Springs. In the 1930s, Dripping Springs was a quiet, rural outpost less than 30 miles west of Austin on the road to Fredericksburg. Like most communities in the Hill Country, Dripping Springs suffered a general population decline in the 1930s due to the Great Depression, but with the rise of auto-tourism, paved roads, and improved utilities, desirability began to increase for towns like Dripping Springs that offered an abundance of rustic charm, showcased natural wonders, and were in proximity to Austin. Further adding to the popularity of the area, towns like Dripping Springs were often included as a stop on picturesque day drives to help escape the “claustrophobia” of city-life (Austin American-Statesman 1938).

The Townes family located their “manor” on top of a hill approximately a half mile north of Highway 290. The house was a modestly sized, one-story limestone structure (see **Figure 1** in **Attachment A** and **Photos 1–2** in **Attachment B**). Historic-age buildings in and around Dripping Springs are predominantly composed of local stone, and the material has since become a defining characteristic of the town’s built environment. The abundance of limestone in the area made it a popular material for residences, commercial buildings, gas stations, and churches from the late 19th century into the mid-20th century.

The Townes’ Hazy Hills Ranch reportedly used local labor to construct the house and a few outbuildings (Lambert 2016). A 1958 aerial image of the property depicts at least four outbuildings within a 0.10-mile radius of the house. Additionally, a small orchard was located approximately 0.10 miles west of the house. Approximately one mile northwest of the house was a stone watering trough (see **Photo 3** in **Attachment B**). In historical aerial imagery, a rectangular fence and a small outbuilding adjoined the watering trough. Further north, a 90-foot-long dam was constructed on Little Barton Creek using a mix of cinder block, stone, and concrete (see **Figure 1** in **Attachment A** and **Photos 4–9** in **Attachment B**).

Edgar and Elsie Townes died in 1962 and 1973, respectively, and the Hazy Hills Ranch was passed down to their surviving children (“Judge Edgar Eggleston Townes, Sr.”). Aerial imagery from 1964, 1983, and 1995 shows the ranch as relatively unchanged from its original 1940 construction, suggesting the ranch was continuously used as a weekend retreat by the Townes’ descendants. In 2004, local philanthropist and developer Dick Rathgeber purchased the Hazy Hills Ranch from the Pressler family, descendants of Edgar and Elsie Townes, for more than \$8 million. The land acquisition amounted to 1,365 acres. Rathgeber’s initial plans for the property included a large housing development and 1,000-acre wilderness area in the northern part of the land near Barton Creek (Breyer 2004). About four years later, Rathgeber sold 1,031 acres of the land to local developers for the construction of the master-planned Headwaters community. The c. 1940 Hazy Hills Ranch house and nearby outbuildings were located within the Headwaters development. The outbuildings were demolished, but the ranch house was converted into a feature of the “Homestead Trail” that meanders through the neighborhood (see **Photos 1–2** in **Attachment B**). The house was gutted and turned into a “garden and stargazing area” (Lambert 2016). The stone watering trough is located near Sage Thrasher Circle and Oak Meadow Drive, but the adjoining fence and outbuilding were removed (see **Photo 3** in **Attachment B**).

Rathgeber retained ownership of the remaining 300 acres nearest to Barton Creek until 2020, when the land was donated to the City of Dripping Springs to create the Rathgeber Natural Resource Park (Novak

2020). Currently inoperative and slightly deteriorated, a c. 1940 dam is located within the future park along Little Barton Creek (see **Photos 4–9** in **Attachment B**). No other historic standing structures remain within the boundaries of the future park.

Recommendation of Eligibility

The 1,300-acre Hazy Hills Ranch was subdivided and substantially redesigned in the early 2000s for the Headwaters community. Due to these non-historic-age changes, the c. 1940 Little Barton Creek dam, the only historic-age above-ground resource located in the Rathgeber Natural Resource Park, is not eligible for listing on the National Register of Historic Places (NRHP).

3.0 Archeological Resources

No archeological sites have been documented within Rathgeber Park; however, the park has not undergone survey for archeological resources. One archeological survey has been conducted on behalf of the Dripping Springs Independent School District immediately adjacent to the southern boundary of the park (Gulihur et al. 2020). Two archeological sites, 41HY565 and 41HY566, were recorded in proximity to Rathgeber Park during that survey (see **Figure 2** in **Attachment A**). Site 41HY565 is described as a low-density scatter of burned rock and lithic material, including two untyped arrow points and an Ensor dart point. The site has been determined ineligible for the NRHP or as a State Antiquities Landmark (SAL). Site 41HY566 is similarly described as a low-density scatter of burned rock and lithic material; however, no diagnostic artifacts were observed at the site. The site has also been determined ineligible for the NRHP or as an SAL. Both sites were exposed on the ground surface with no buried cultural materials present.

The soils mapped in the area include rock outcrops or thin upland soils (Brackett Rock outcrop – Real complex [BtG], Comfort Rock outcrop complex [CrD], Eckrant Rock outcrop association [ErG], and Real-Comfort-Doss complex [RcD]) and much deeper soil on stream terraces (Lewisville silty clay [LeB]) (Batte 1984) (see **Figure 3** in **Attachment A**). The surface geology of the park is mapped as Cretaceous-age Glen Rose limestone (Kgr) (Barnes 1981) (see **Figure 4** in **Attachment A**). According to the Texas Department of Transportation (TxDOT) Potential Archeological Liability Map (PALM), the alluvial terraces along Barton Creek and Little Barton Creek within the future park have high potential to contain intact buried cultural material (see **Figure 5** in **Attachment A**). Much of the remainder of the park is mapped as having moderate potential to contain intact buried cultural material, with the exception of areas of exposed or shallowly buried bedrock, which are considered to have high potential for surficial or shallow archeological deposits but no potential for buried cultural material.

Based on the site distribution pattern in the vicinity, mapped soil units, surface geology, and TxDOT’s PALM data, there is potential for archeological sites to occur within the park. Coordination with the Texas Historical Commission (THC) under the Antiquities Code of Texas (ACT) would be required prior to ground disturbing activities at the park.

4.0 Geological Resources

Rathgeber Park is underlain by the Cretaceous-age Upper Glen Rose Member of the Glen Rose Formation, Trinity Group (see **Figure 4** in **Attachment A**). This member of the Glen Rose Formation is composed of thin-bedded alternating layers of limestone, dolomite, and marl which create the typical stair-step topography of the Hill Country region. The Upper Glen Rose Member makes up the Upper Trinity Aquifer

that is relatively shallow and generally perched water in Rathgeber Park. The perched water may result in springs and seeps in the area (Barnes 1981).

With respect to the Texas Commission on Environmental Quality (TCEQ) Edwards Aquifer Program (EAP), Rathgeber Park is located within the Contributing Zone of the Edwards Aquifer as identified by the TCEQ (see **Figure 7** in **Attachment A**). Activity within the Rathgeber Natural Resource Park must abide by the TCEQ Contributing Zone regulations. The Edwards Aquifer Contributing Zone is defined as “the area or watershed where runoff from precipitation flows downgradient to the recharge zone of the Edwards Aquifer.” The boundary between the Edwards Aquifer Transition Zone and Recharge Zone is located approximately eight miles southeast of the park area. As Rathgeber Park is not located within the Edwards Aquifer Recharge Zone, by definition, no sensitive Edwards Aquifer recharge features regulated by the TCEQ EAP exist within the future park boundary (Wierman et al. 2010; TCEQ 2020).

5.0 Ecological Resources

5.1 Threatened and Endangered Species

This section provides an overview of federally and state-listed threatened and endangered species as well as the critical environmental features that could potentially occur within the future park. The U.S. Fish and Wildlife Service (USFWS) has authority for protection of threatened and endangered species as provided by the Endangered Species Act (ESA) of 1973 and subsequent amendments and lists species for protection and monitoring that are considered imperiled. Vulnerable species that qualify for listing are categorized as candidates that have been deferred from the listing process pending further status review. The vulnerability decision is based on many factors affecting the species within its range and is always linked to the best current scientific data available to the USFWS. Species listed as endangered (E) or threatened (T) by the USFWS are provided full protection. This protection includes a prohibition on direct take of the listed species in addition to indirect take, such as destruction of critical habitat. The ESA and accompanying regulations provide the necessary authority and incentive for the individual states to establish their own regulatory vehicle for the management and protection of threatened and endangered species.

The Texas Parks & Wildlife Department (TPWD) oversees endangered resources through the Wildlife Division’s Wildlife Diversity Program. This program is responsible for maintaining county occurrence records of federally and state-listed threatened and endangered species and also maintains a Natural Diversity Database (TXNDD) that provides specific site information and other species status tracking information on listed or rare animal and plant species, including unique or declining vegetation communities of concern. State-listed endangered species have limited regulatory protection. While these species cannot be taken, collected, held, or possessed without a permit, their habitat is afforded no regulatory protection, except on tracts managed by state, federal, or private interests for conservation purposes.

Federally and state-listed threatened and endangered species that could occur in Hays County were determined by referencing existing county lists maintained by the TPWD, the Information for Planning and Consultation (IPaC), and the county occurrence databases maintained by the USFWS. Information provided from these databases is summarized in **Table 1**.

Databases of sensitive species maintained by the USFWS and TPWD identified 20 federally listed threatened, endangered, candidate, or proposed for listing species that may occur or have historically occurred in Hays County, including two plants, six mollusks, three insects, two fish, four amphibians, two birds, and one mammal (see **Table 1** below). The USFWS IPaC Official Species List states that the piping plover (*Charadrius melodus*) and red knot (*Calidris canutus rufa*) only need to be considered for wind energy projects; therefore, these species are not addressed in this technical memorandum. Additionally, nine state-listed species that are not federally listed could potentially occur in Hays County. These include one crustacean, two fish, two amphibians, two reptiles, and two birds. The TPWD and USFWS lists vary due to differences in the procedures for collecting and disseminating data on recorded occurrences. A preliminary site visit was conducted during the October 2023 to assess the likelihood for the species listed below to occur within Rathgeber Park (referred to below as the study area) (see **Photos 9–15** in **Attachment B**); however, detailed investigations or presence-absence surveys for individual species have not been conducted.

Table 1: Threatened and Endangered Species of Potential Occurrence in Hays County, Texas				
Species	Federal Status	State Status	Description of Suitable Habitat	Potential Habitat Present?
Plants				
Bracted Twistflower <i>Stematanthus bracteatus</i>	T	T	Texas endemic; shallow, well-drained gravelly clays and clay loams over limestone in oak-juniper woodlands and associated openings, on steep to moderate slopes, and in canyon bottoms; several known soils include Tarrant, Brackett, or Speck over Edwards, Glen Rose, and Walnut geologic formations.	Yes; the study area is located over the Glen Rose geologic formation and suitable clay soils for this species occur within the study area (USDA NRCS 2023, USFWS 2021, and USGS 2023).
Texas Wild-rice <i>Zizania texana</i>	LE	E	Endemic to the upper San Marcos River in Hays County. It is a submergent grass found in clear, cool, swift spring-water mostly less than 1-meter (3.2 feet) deep, with coarse sandy sediments.	No; the study area is outside of the known range of this species.
Mollusks				
False Spike Mussel <i>Fusconaia mitchelli</i>	PE	T	Occurs in small streams to medium-size rivers in habitats such as riffles and runs with flowing water. Often found in stable substrates of sand, gravel, and cobble.	No; suitable stream habitat for this species does not occur within the study area. Little Barton Creek, Barton Creek, and associated tributaries are ephemeral to intermittent and do not retain the flow levels required to support this species.
Guadalupe Fatmucket <i>Lampsilis bergmanni</i>	PE	T	This species of freshwater mussel was recently discovered to be an independent species. It is only known to occur in the upstream portion of the Guadalupe River Basin.	No; the study area is outside of the known range of this species.
Guadalupe Orb <i>Cyloniaia necki</i>	PE	T	Occurs only in the Upper Guadalupe River basin in two separate and isolated populations: Upper Guadalupe River in Comal, Kendall, and Kerr Counties, Texas, and the Lower Guadalupe River/San Marcos River in Caldwell, Guadalupe, Gonzales, DeWitt, and Victoria Counties, Texas.	No; the study area is outside of the known range of this species.

Table 1: Threatened and Endangered Species of Potential Occurrence in Hays County, Texas				
Species	Federal Status	State Status	Description of Suitable Habitat	Potential Habitat Present?
Texas Fatmucket <i>Lampsilis bracteata</i>	PE	T	Occurs in slow to moderate current in sand, mud, and gravel substrates among large cobble, boulders, bedrock ledges, horizontal cracks in bedrock slabs, and macrophyte beds. Has also been observed inhabiting the roots of cypress trees and vegetation along steep banks. Past authorities have reported this species intolerant of reservoir conditions, but recent surveys suggest it may persist in some impoundment conditions.	No; suitable stream habitat for this species does not occur within the study area. Little Barton Creek, Barton Creek, and associated tributaries are ephemeral to intermittent and do not retain the flow levels required to support this species.
Texas Fawnsfoot <i>Quadrula petrina</i>	PT	T	Known or believed to occur within north and central Texas and the northern portion of the Gulf Coast. Found in medium- to large-sized streams and rivers with flowing waters and mud, sand, and gravel substrates. Adults are most often found in bank habitats with fine and coarse sediment, also run edge and pool edge. Occasionally found in backwater or riffle habitats.	No; suitable stream and river habitat for this species does not occur within the study area. Little Barton Creek, Barton Creek, and associated tributaries are ephemeral to intermittent and do not retain the flow levels required to support this species.
Texas Pimpleback <i>Cycloniaia petrina</i>	PE	T	Occurs in medium-size streams to large rivers primarily in riffles and runs. Often found in substrates composed of sand, gravel, and cobble, including mud-silt or gravel-filled cracks in bedrock slabs. Considered intolerant of reservoirs.	No; suitable stream habitat for this species does not occur within the study area. Little Barton Creek, Barton Creek, and associated tributaries are ephemeral to intermittent and do not retain the flow levels required to support this species.
Insects				
Comal Springs Dryopid Beetle <i>Stygoparnus comalensis</i>	E	E	Occurs in the uncontaminated aquatic habitat of several outlets of Comal Springs which forms the headwaters of the Comal River. It is unknown whether the center of the population resides further underground in the aquifer, or just below the surface.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer and is therefore outside the known range of this species.
Comal Springs Riffle Beetle <i>Heterelmis comalensis</i>	E	E	Occurs in gravel substrates and shallow riffles in headwater spring runs in the Comal Springs system. It may be able to retreat back into spring openings or burrow down to wet areas below the surface of the streambed to find cover and shelter.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer and is therefore outside the known range of this species.

Table 1: Threatened and Endangered Species of Potential Occurrence in Hays County, Texas				
Species	Federal Status	State Status	Description of Suitable Habitat	Potential Habitat Present?
Monarch Butterfly <i>Danaus plexippus</i>	C	NL	Found statewide. Adults are found in a variety of habitats including native prairies, pastures, open woodlands and savannas, desert scrub, roadsides, and other habitats with abundant nectar plants, including urbanized areas. Although adults may be present year-round, they are primarily encountered March–November and are most commonly observed in the summer and fall during breeding and migration. Caterpillars are found on various species of the family Asclepiadaceae (occasionally treated as a subfamily of Apocynaceae). Common host plants in Texas include milkweeds (<i>Asclepias</i> spp.), milkweed vines (<i>Matelea</i> spp.), climbing milkweed (<i>Funastrum</i> spp.), swallowworts (<i>Cynanchum</i> spp.), and anglepod (<i>Gonolobus suberosus</i>). Caterpillars are most frequently observed between April and September.	Yes; suitable host plants for this species could occur within the study area.
Crustaceans				
Texas Troglitic Water Slater <i>Lirceolus smithii</i>	NL	T	Little is known about this aquifer dwelling isopod, and it has only been observed from groundwaters coming from an artesian well in San Marcos, Texas. It is a subaquatic and subterranean obligate.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer and is therefore outside the artesian zone and known range of this species.
Fish				
Fountain Darter <i>Etheostoma fonticola</i>	E	E	Range is now restricted to upper Brazos River upstream of Possum Kingdom Lake. May be native to Red River and Colorado River basins. Typically found in turbid water over mostly silt and shifting sand substrates.	No; the study area is outside of the current known range of this species. Additionally, suitable stream habitat for this species does not occur within the study area.
Guadalupe Darter <i>Percina apristis</i>	NL	T	Endemic to the Guadalupe River Basin. Found in riffles and is most common under or around 25-30 cm boulders in the main current. This species seems to prefer moderately turbid water.	No; the study area is outside of the current known range of this species. Additionally, suitable stream habitat for this species does not occur within the study area.
Headwater Catfish <i>Ictalurus lupus</i>	NL	T	Currently found in the Pecos River and Rio Grande drainages, this species is thought to be extirpated from its range in central Texas. This fish prefers spring-fed rivers and creeks within sandy and rocky riffles, runs, and pools.	No; the study area is outside of the current known range of this species. Additionally, suitable stream habitat for this species does not occur within the study area.
San Marcos Gambusia <i>Gambusia georgei</i>	E	NL	Restricted to the San Marcos River, occurs in shallow, quiet, mud-bottomed, shoreline areas with little to no vegetation.	No; the study area is outside of the known range of this species. Additionally, USFWS has proposed to delist this species due to extinction (USFWS 2023a).
Amphibians				
Austin Blind Salamander <i>Eurycea waterlooensis</i>	E	NL	Mostly restricted to subterranean cavities of the Edwards Aquifer; dependent upon water flow/quality from the Barton Springs segment of the Edwards Aquifer.	Yes; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer.
Barton Springs Salamander <i>Eurycea sosorum</i>	E	E	Dependent upon water flow/quality from the Barton Springs segment of the Edwards Aquifer. Aquatic; associated with springs, streams and caves with rocky or cobble beds.	Yes; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer.

Table 1: Threatened and Endangered Species of Potential Occurrence in Hays County, Texas				
Species	Federal Status	State Status	Description of Suitable Habitat	Potential Habitat Present?
Blanco Blind Salamander <i>Eurycea robusta</i>	NL	T	Known from only one specimen collected in a subterranean karst feature within the Edwards Aquifer below the Blanco River.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer and is therefore outside the known range of this species.
San Marcos Salamander <i>Eurycea nana</i>	T	T	Occurs only in Spring Lake and the upper San Marcos River in San Marcos, Texas. Optimal habitat includes clear waters associated with springs in areas of sand, gravel, large rock, and vegetative cover at a depth of 3.3 to 6.6 feet.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer and is therefore outside the known range of this species.
Texas Blind Salamander <i>Eurycea rathbuni</i>	E	E	Occurs only in the subterranean karst features within the San Marcos Pool of the Edwards Aquifer.	No; the study area is located over the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer, and is therefore, outside the known range of this species.
Texas Salamander <i>Eurycea neotenes</i>	NL	T	Found in subterranean streams, springs, creek headwaters, and caves with rocky or cobble beds. It generally remains under rocks and among the cobbles at the bottom of stream beds.	No; the study area is outside the known range of this species. This species is known only from a limited range within Bexar County and Kendall County, Texas (NatureServe 2023; USGS 2001).
Reptiles				
Cagle's Map Turtle <i>Graptemys caglei</i>	NL	T	Occurs throughout the Guadalupe River system but is primarily associated with stretches of river with shallow water with swift to moderate flow connected by riffles and deep pools with slower flow rates.	No; the study area is located within the Colorado River Basin and is therefore outside the known range of this species.
Texas Horned Lizard <i>Phrynosoma cornutum</i>	NL	T	Open, arid, and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March–September.	No; suitable habitat does not occur within the study area.
Birds				
Golden-cheeked Warbler <i>Setophaga chrysoparia</i>	E	E	Juniper-oak woodlands; dependent on mature Ashe juniper for long fine bark strips used in nest construction; nesting season late March–early summer.	Yes; habitat of suitable vegetation species, structure, and patch size for this species occurs in the vicinity of the study area. Potential habitat for the Golden-cheeked Warbler within the study area is shown on Figure 6 in Attachment A .
White-faced Ibis <i>Plegadis chihi</i>	NL	T	Prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; currently confined to near-coastal rookeries in hog-wallow prairies. Nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats.	No; potential migrant through the study area but any use would be considered temporary.
Whooping Crane <i>Grus americana</i>	E	E	Utilizes small ponds, marshes, and flooded grain fields for both roosting and foraging. Potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties.	No; potential migrant through the study area; however, while this species utilizes a variety of habitats during migration, Whooping Cranes prefer isolated areas away from human disturbance (Campbell 2003) and have not been documented to occur within the vicinity of the study area (eBird 2023).

Table 1: Threatened and Endangered Species of Potential Occurrence in Hays County, Texas				
Species	Federal Status	State Status	Description of Suitable Habitat	Potential Habitat Present?
Wood Stork <i>Mycteria americana</i>	NL	T	Prefers to nest in tracts of bald cypress or red mangrove; forages in prairie ponds, flooded pastures or fields, ditches and other shallow standing water, including salt-water; usually roosts communally in tall snags; breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands. No breeding records in Texas since 1960.	No; potential migrant through the study area; however, this species has not been documented to occur within the vicinity of the study area (eBird 2023). Additionally, this species does not breed or, within recent years, nest in Texas.
Mammals				
Tricolored Bat <i>Perimyotis subflavus</i>	PE	NL	Suitable summer habitat consists of a wide variety of forested/wooded habitats where this species roosts, forages, and travels and may include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields, and pastures. This includes forests and woodlots containing trees with potential roost substrate (i.e., live and dead leaf clusters of live and recently dead deciduous trees, Spanish moss [<i>Tillandsia usneoides</i>], and beard lichen [<i>Usnea trichodea</i>]), as well as linear features such as fencerows, riparian forests, and other wooded corridors. Tricolored bats will roost in a variety of tree species, especially oaks (<i>Quercus spp.</i>), and often select roosts in tall, large diameter trees, but will roost in smaller diameter trees when potential roost substrate is present (e.g., 4-inch [10-centimeter]). In the southern portion of the range, where this species exhibits shorter torpor bouts and remains active and feeds year-round, tricolored bats may roost in culverts, bridges, cavities in live trees, live and dead leaf clusters, and/or Spanish moss during the winter (USFWS 2023b).	Yes; suitable roosting and foraging habitat for this species occurs in the vicinity of the study area.

E – Endangered
 T – Threatened
 C – Candidate for Listing
 PE – Proposed for Listing as Endangered
 PT – Proposed for Listing as Threatened
 NL – Not Listed

Sources:
 Texas Parks & Wildlife Department (TPWD) Annotated County Lists of Rare Species: Hays County, last revision September 1, 2023. <http://tpwd.texas.gov/gis/rtest/> (accessed October 18, 2023).
 U.S. Fish and Wildlife Service (USFWS), Official Species List for project location in Hays County, Texas generated October 20, 2023. <http://ecos.fws.gov/ipac/>

A search of documented records of rare, threatened, and endangered species occurrence information maintained by the TPWD’s TXNDD was completed on October 24, 2023. It should be noted that information from the TXNDD cannot be used for presence/absence determinations. This database search indicated that no federally or state-listed threatened or endangered species have been documented to occur within two miles of the study area.

Based on desktop review and limited field investigations, habitat for one federally listed endangered bird, the Golden-cheeked Warbler (*Setophaga chrysoparia*) (see **Figure 6 in Attachment A** and **Photos 10–11; 13–14 in Attachment B**); two federally-listed amphibians, the Austin blind salamander (*Eurycea*

waterloensis) and the Barton Springs salamander (*Eurycea sosorum*); and one federally-listed threatened plant, the bracted twistflower (*Stephanthus bracteatus*), was found to potentially occur within the study area. Additionally, suitable habitat for the tricolored bat (*Perimyotis subflavus*), proposed for federal listing as endangered, may occur within the study area.

The monarch butterfly (*Danaus plexippus plexippus*), a candidate for federal listing, may occur within the study area. A major component of its habitat are various milkweeds which are a preferred egg-laying location and primary food source of the butterfly larvae. The USFWS intends to propose listing the monarch butterfly in Fiscal Year 2024.

In addition to the federally listed, proposed, and candidate species, the state-listed white-faced ibis (*Plegadis chihi*) and wood stork (*Mycteria americana*) could potentially occur as migrants through the study area; however, any use would be considered temporary.

5.2 Critical Environmental Features

Critical environmental features (CEFs) are defined by the Dripping Springs, Texas–Code of Ordinances (Code) as “geologic or manmade features that are critically important to assure protection of water quality in the hydraulic interconnectedness between the ground surface and the Edwards Aquifer and the rapid infiltration to the subsurface. Features that are of critical importance to protect may include, but are not limited to, bluffs, springs, caves, solution-enlarged fractures, and sinkholes.” These are more fully defined in Section 22.05.010 of the Code and are discussed below. CEF protective setbacks are established in Section 22.05.018 of the Code. The standard setback distance for all CEFs is 150 feet.

Bluffs

While the Code does not define bluffs, the City of Austin (COA) Land Development Code (LDC) 25-8-1 and 30-5-1 defines a bluff as an abrupt vertical change in topography of more than 40 feet with an average gradient greater than 400 percent. Bluffs are any steep slopes in soil, rock, or alluvial deposits that meet the dimensions and slope requirements stated above and are not manmade cuts such as roadside rock outcrops and active rock quarry walls. Generally, bluffs are associated with riparian areas. Based on limited field investigations conducted during the October 2023 site visit and desktop review, no bluffs were documented within 150 feet of the study area. Further field investigations would need to be conducted to confirm the absence of bluff CEFs within the study area.

Point Recharge Features

Point recharge features consist of several types of natural openings and topographic depressions formed by the dissolution of limestone that lies over the Edwards Aquifer recharge zone and may transmit a significant amount of surface water into the subsurface. Point recharge features include caves, sinkholes, faults, joints, or other natural features. Based on limited field investigations conducted during the October 2023 site visit and review of the Geologic Assessment conducted for the Headwaters at Barton Creek, no point recharge features were identified within the study area (Horizon 2014). However, as the study area is located over the Contributing Zone of the Edwards Aquifer, potential subsurface point recharge features could occur within the study area.

Springs and Seeps

Springs and seeps are points or zones of natural groundwater discharge that produce measurable flow or a pool of water; maintain a hydrophytic plant community (refer to Facultative-wet or Obligate plant species as listed in the National List of Plant Species That Occur in Wetlands, South Plains, Region 6, U.S. Department of the Interior, Washington D.C.); or exhibit other physical indicators, especially during drought conditions. Physical indicators of a spring or a seep include the existence of a pool of water, even if small; presence of hydrophytic plants; mineralization of calcium carbonate such as travertine and/or tufa; and/or detection of a water temperature gradient in the creek or pool. Based on a review of the Springs of Texas dataset (Data Basin 2014) and limited field investigations conducted during the site visit in October 2023, no springs or seeps are documented within 150 feet of the study area (see **Figure 7 in Attachment A**). Further field investigations would need to be conducted to confirm the absence of spring and seep CEFs within the study area.

Wetlands

Wetlands are defined as areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions and conforms to the U.S. Army Corps of Engineers’ (USACE’s) definition. Wetlands generally include swamps, marshes, bogs, and similar areas. Based on a review of National Wetlands Inventory (NWI) maps and limited field investigations, no wetlands are documented within 150 feet of the study area (see **Figure 7 in Attachment A**). Further field investigations would need to be conducted to confirm the absence of wetland CEFs within the study area.

Water Wells

Abandoned and unused wells, if not properly protected, can serve as an avenue for recharge to the underlying aquifer and therefore become a CEF. Based on a review of Texas Water Development Board (TWDB) data, no water wells are documented within 150 feet of the study area (see **Figure 7 in Attachment A**). Further field investigations would need to be conducted to confirm the absence of water wells within the study area.

6.0 Water Resources

6.1 Waters of the U.S.

NWI maps and National Hydrography Dataset (NHD) data were consulted to assess the potential for water features that may be subject to regulation under Section 404 of the Clean Water Act (CWA) to occur within the study area. Section 404 of the CWA authorizes the USACE to issue permits for the discharge of dredged or fill material into waters of the U.S., including wetlands. Any discharge into waters of the U.S. must be in accordance with Section 404(b)(1) guidelines developed by the Environmental Protection Agency (EPA) in conjunction with the USACE. Permits issued by the USACE are required for any activities that would result in the discharge of dredged or fill material into waters of the U.S. Regulated activities may be permitted through the USACE via Individual Permits (IP), Regional General Permits (RGP), or Nationwide Permits (NWP).

The NWI maps and NHD depict wetlands and other water features that have been identified using aerial photographs and other available mapping data; such features can include ponds, lakes, rivers, and

streams. Based on a review of resource maps, aerial photography, and limited field investigations conducted during the October 2023 site visit, Barton Creek, Little Barton Creek, and five associated unnamed tributaries occur within the study area (see **Figure 7 in Attachment A**). Further field investigations would need to be conducted to determine the extent of waters of the U.S., including wetlands, within the study area.

6.2 Water Quality Zones

The Code has established protective stream buffers to protect water quality within which development is prohibited or restricted. The Water Quality Buffer Zones (WQBZs) are the primary stream buffers established by Section 22.05.017 of the Code. The geometry can vary with the size of the contributing drainage area and watershed, and special circumstances at the sole discretion of the City. A WQBZ would need to be determined for streams within the study area.

6.3 Floodplains

The study area was investigated for encroachments into Federal Emergency Management Agency (FEMA) floodplains. The study area is within sections of the 100-year floodplains associated with Little Barton Creek and Barton Creek (FEMA Firm Panels: 48209C0105F, 48209C0106F, 48209C0108F; effective September 2, 2005) (see **Figure 7 in Attachment A**).

7.0 Socioeconomic & Community Resources

Desktop analysis was conducted to inventory the socioeconomic and community resources in the vicinity of Rathgeber Park, spanning a two-mile radius. Desktop analysis includes demographic data collected from census geographies that intersect or wholly fall within this two-mile zone (see **Figure 8 in Attachment A**) using the U.S. Decennial Census (2020) and the 2017–2021 American Community Survey. Race and ethnicity are evaluated at the block level, median; household income and limited English proficiency (LEP) are evaluated at the block group (BG) level.

For the purposes of this technical memorandum, a “minority” person is defined as a person meeting any of the following criteria:

- Black: a person having origins in any of the Black racial groups of Africa;
- Hispanic or Latino: a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- Asian American: a person having origins in any of the original people of Far East, Southeast Asia, or the Indian subcontinent;
- American Indian and Alaskan Native: a person having origins in any of the original people of North America, South America, and Central America, who maintains cultural identification through tribal affiliation or community recognition; and
- Native Hawaiian and Other Pacific Islander: a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands

A minority population encompasses distinct groups of minority individuals residing in close geographic proximity. As depicted in **Figure 8 in Attachment A**, census blocks with 50 percent or more minority persons occur throughout the two-mile radius. Among the 61 census blocks located within the two-mile radius, 51 are populated, 14 of which include a minority population equal to or exceeding 50 percent.

In this technical memorandum, "low income" is defined as a block group with a median household income that equals or falls below the Department of Health and Human Services (DHHS) poverty guideline for a family of four in the current year, which amounts to \$30,000 for 2023. A low-income population refers to any readily identifiable group of individuals with low income living in close geographic proximity. None of the block groups within a two-mile radius fall below the poverty guideline.

Within a two-mile radius, there is a total population of 7,987 individuals ages five years and older. Among them, 415 individuals are considered to have LEP, signifying that they speak English "less than very well." Among these LEP individuals, the majority (370 persons, which is 89 percent) speak Spanish, followed by Indo European languages (42 persons, or 10 percent), and Asian and Pacific Islander languages (three persons, comprising less than one percent).

To assist in identifying the regular users of Rathgeber Park, a desktop analysis of community facilities within a two-mile radius was conducted using Google Maps (see **Figure 8** in **Attachment A**). Community facilities within the vicinity of the future park include one educational institution, Dripping Springs Elementary, and three parks, Dripping Springs Ranch Park and Event Center, Founders Ridge Park, and Founders Memorial Park. Additionally, several residential subdivisions are located within the two-mile radius (see **Figure 8** in **Attachment A**). These include Headwaters, Sunset Canyon, Springlake, Legacy Trails, Cortaro, Texas Heritage Village, Residences at Big Sky Ranch, Founders Ridge, Barton Creek Ranch, and Harrison Hill.

8.0 Transportation Network

Rathgeber Park is located near the U.S. Highway 290 (US 290) and Ranch-to-Market (RM) 12 intersection and would primarily be accessed by car; currently, there are limited alternative transportation options. While plans for the park will potentially offer multiple access points for vehicles, pedestrians, and cyclists, there are currently few sidewalks and bike lanes leading to the park, and no nearby public transportation options. As depicted in **Figure 8** in **Attachment A**, there is one dedicated bike lane southeast of the park on US 290, spanning 0.2 miles. Beyond this, there are no dedicated bike lanes available within a two-mile radius.

Once completed, the park will potentially be accessible via interconnected trails that link to nearby subdivisions, providing additional modes of access for residents and park visitors. Notably, the Headwaters subdivision, adjacent to Rathgeber Park, includes sidewalks throughout the neighborhood.

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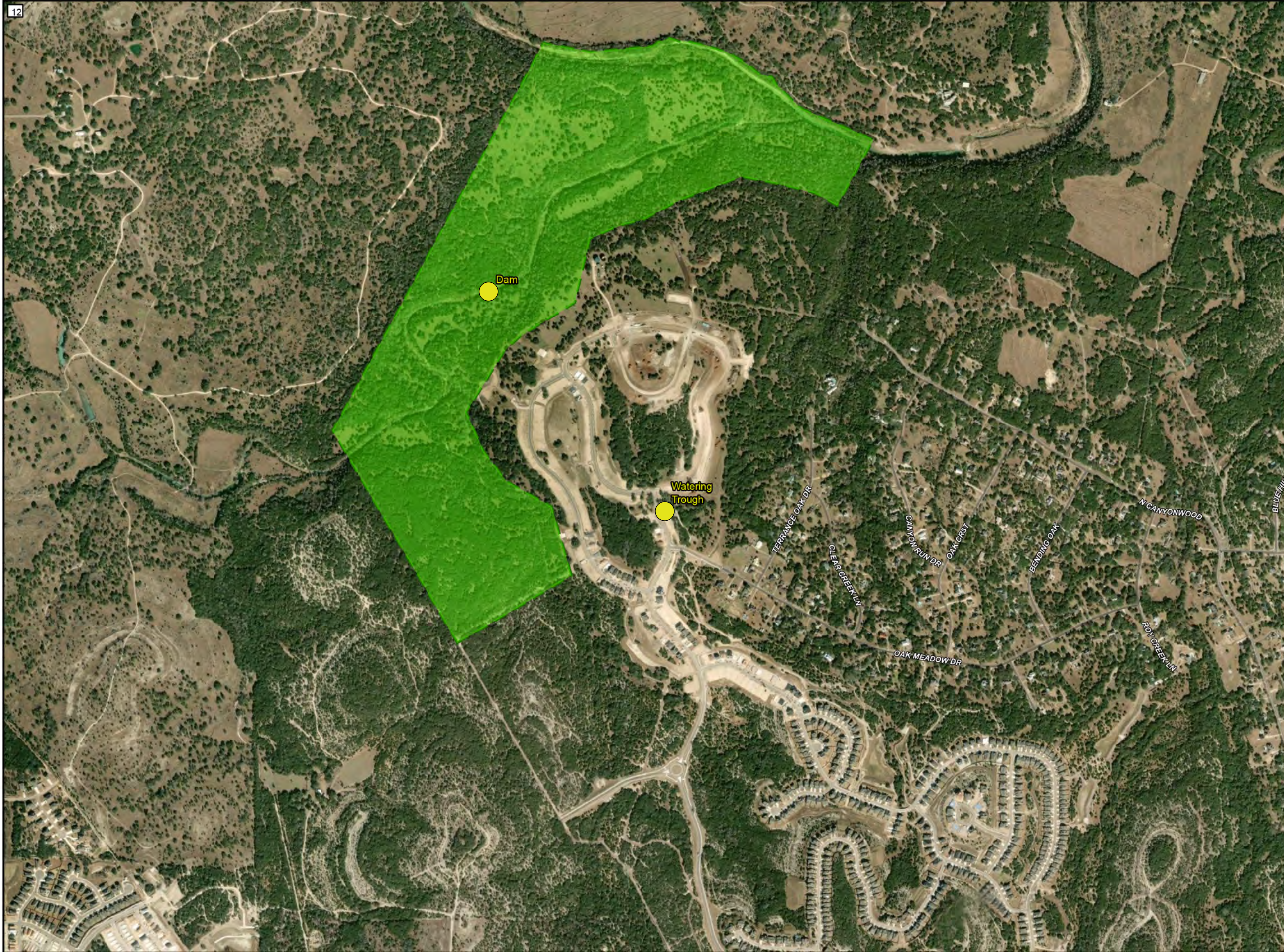


Figure 1
Historic Resources
 Rathgeber Natural Resource Park
 Hays County, Texas

Key to Features
 ● Historic Resources
 ■ Rathgeber Natural Resource Park Boundary



Figure 2
Archeological Resources
 Rathgeber Natural Resource Park
 Hays County, Texas

Key to Features
 ● Archeological Sites (point)
 ■ Rathgeber Natural Resource Park Boundary

*ARCHAEOLOGICAL SITES REDACTED

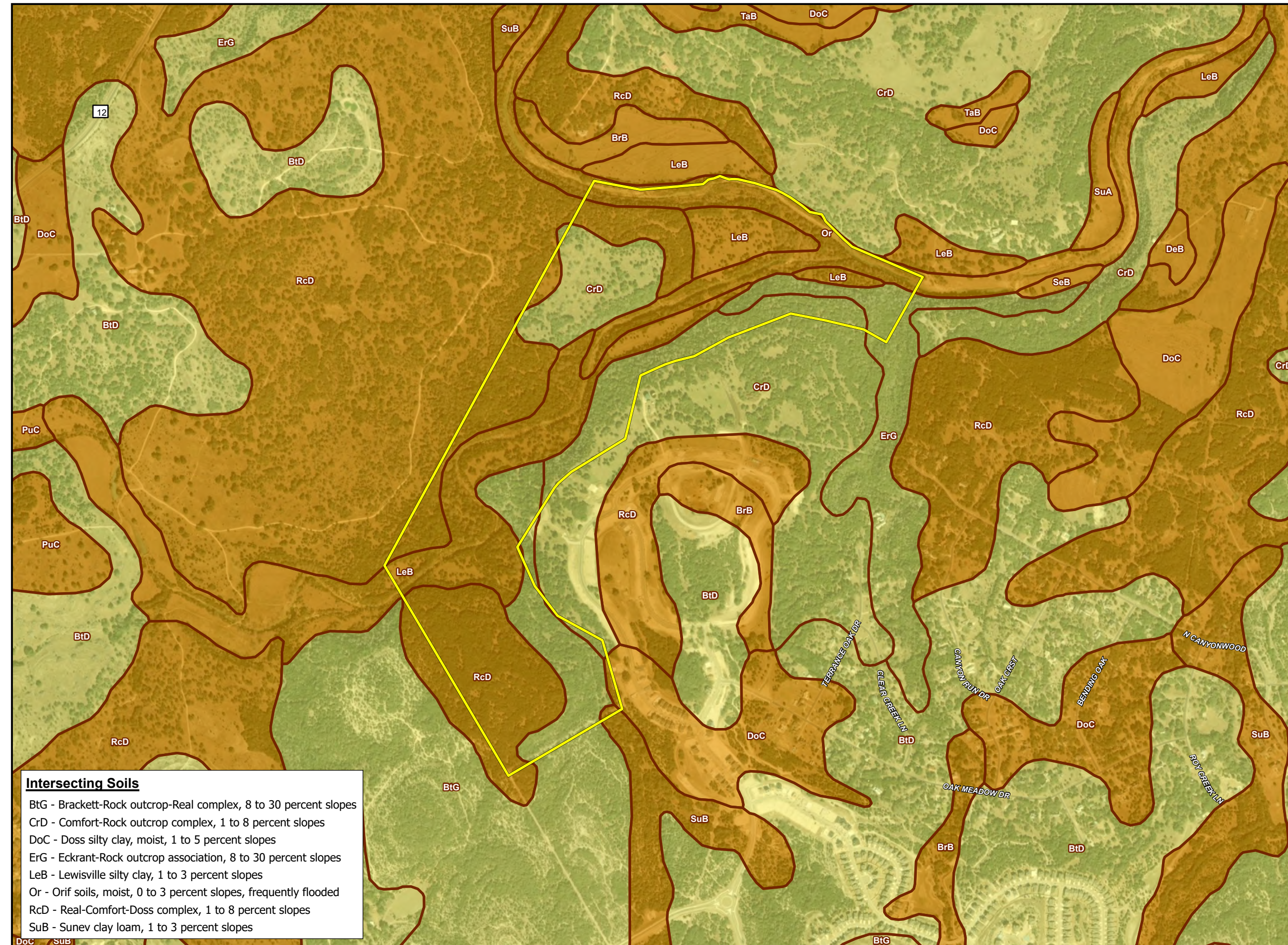
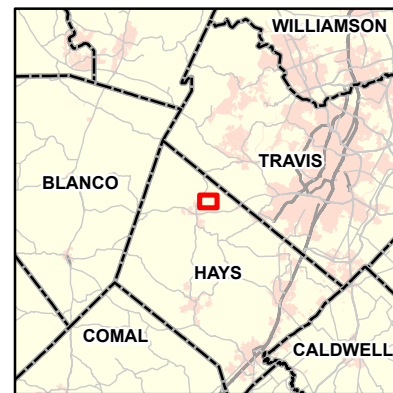


Figure 3

Soils

Rathgeber Natural Resource Park
Hays County, Texas



Key to Features

Rathgeber Natural Resource Park Boundary

Deeper Soils
 Rock Outcrops

Intersecting Soils

- BtG - Brackett-Rock outcrop-Real complex, 8 to 30 percent slopes
- CrD - Comfort-Rock outcrop complex, 1 to 8 percent slopes
- DoC - Doss silty clay, moist, 1 to 5 percent slopes
- ErG - Eckrant-Rock outcrop association, 8 to 30 percent slopes
- LeB - Lewisville silty clay, 1 to 3 percent slopes
- Or - Orif soils, moist, 0 to 3 percent slopes, frequently flooded
- RcD - Real-Comfort-Doss complex, 1 to 8 percent slopes
- SuB - Sunev clay loam, 1 to 3 percent slopes

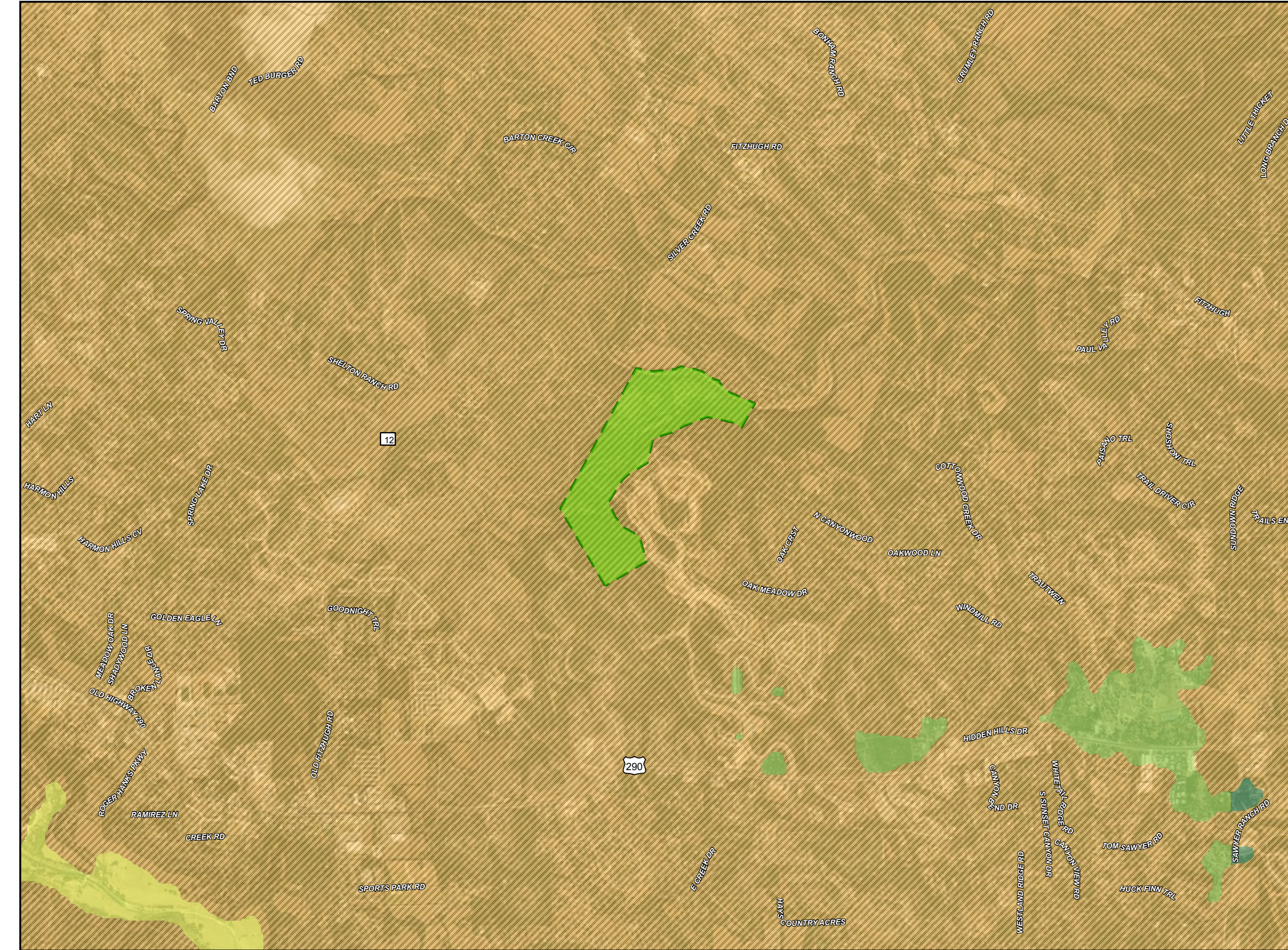
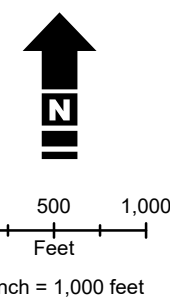
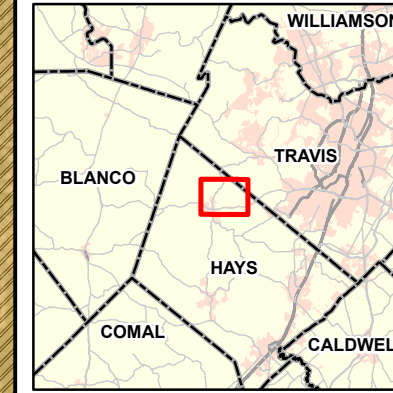


Figure 4

Geological Resources

Rathgeber Natural Resource Park
Hays County, Texas

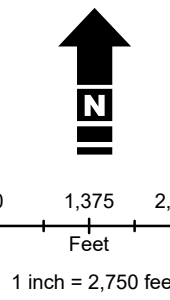


Key to Features

Rathgeber Natural Resource Park Boundary

Geologic Formations (1:250,000)

- Kfr - Edwards Limestone, Comanche Peak Limestone, and Walnut Formation undivided
- Kft - Fort Terrett Member of Edwards Limestone
- Kgru - Upper Glen Rose Formation
- Qal - Alluvium



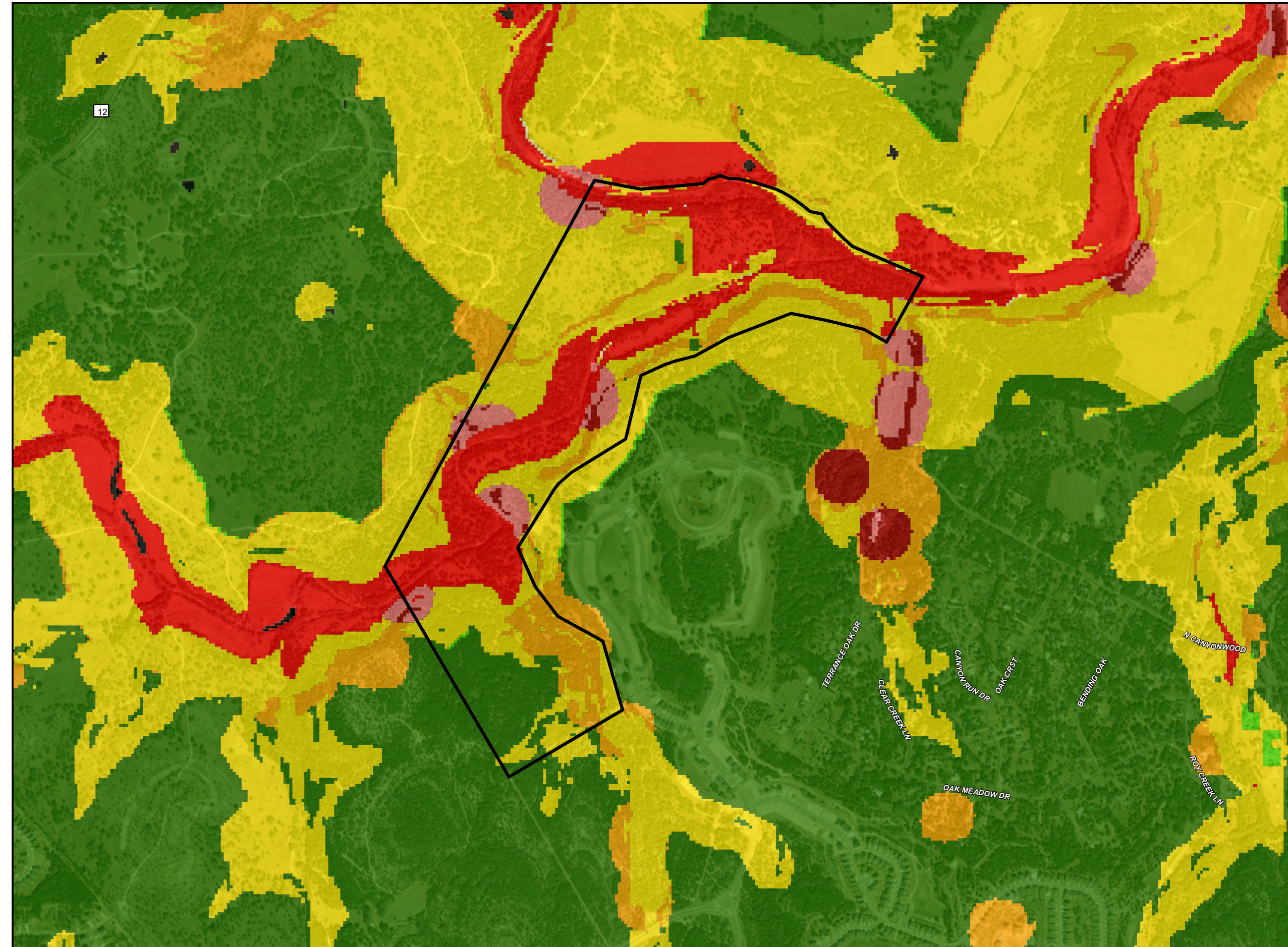


Figure 5
PALM Data
 Rathgeber Natural Resource Park
 Hays County, Texas

Key to Features
 Rathgeber Natural Resource Park Boundary

PALM Data
 0-negligible potential
 1-low potential
 2-low shallow potential, moderate deep potential
 3-low shallow potential, high deep potential
 4-moderate shallow potential, low deep potential
 5-moderate potential
 6-moderate shallow potential, high deep potential
 7-high shallow potential, low deep potential
 8-high shallow potential, moderate deep potential
 9-high potential

0 500 1,000
 Feet
 1 inch = 1,000 feet

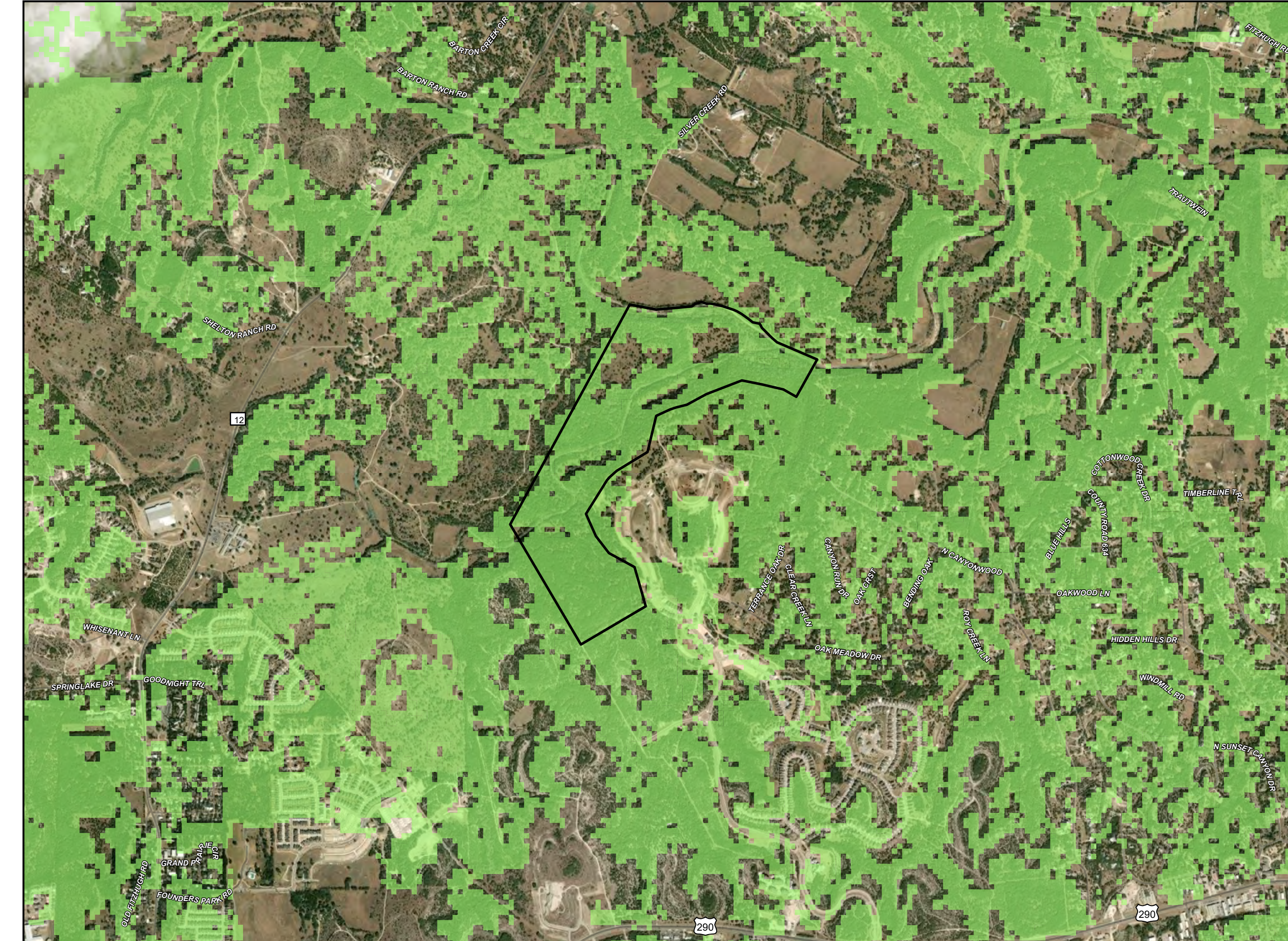


Figure 6
Potential Golden-cheeked Warbler Habitat
 Rathgeber Natural Resource Park
 Hays County, Texas

Key to Features
 Rathgeber Natural Resource Park Boundary

2013 Duarte et al. Model
 Potential Habitat

0 875 1,750
 Feet
 1 inch = 1,750 feet

2013 Duarte et al. Model for Hays County

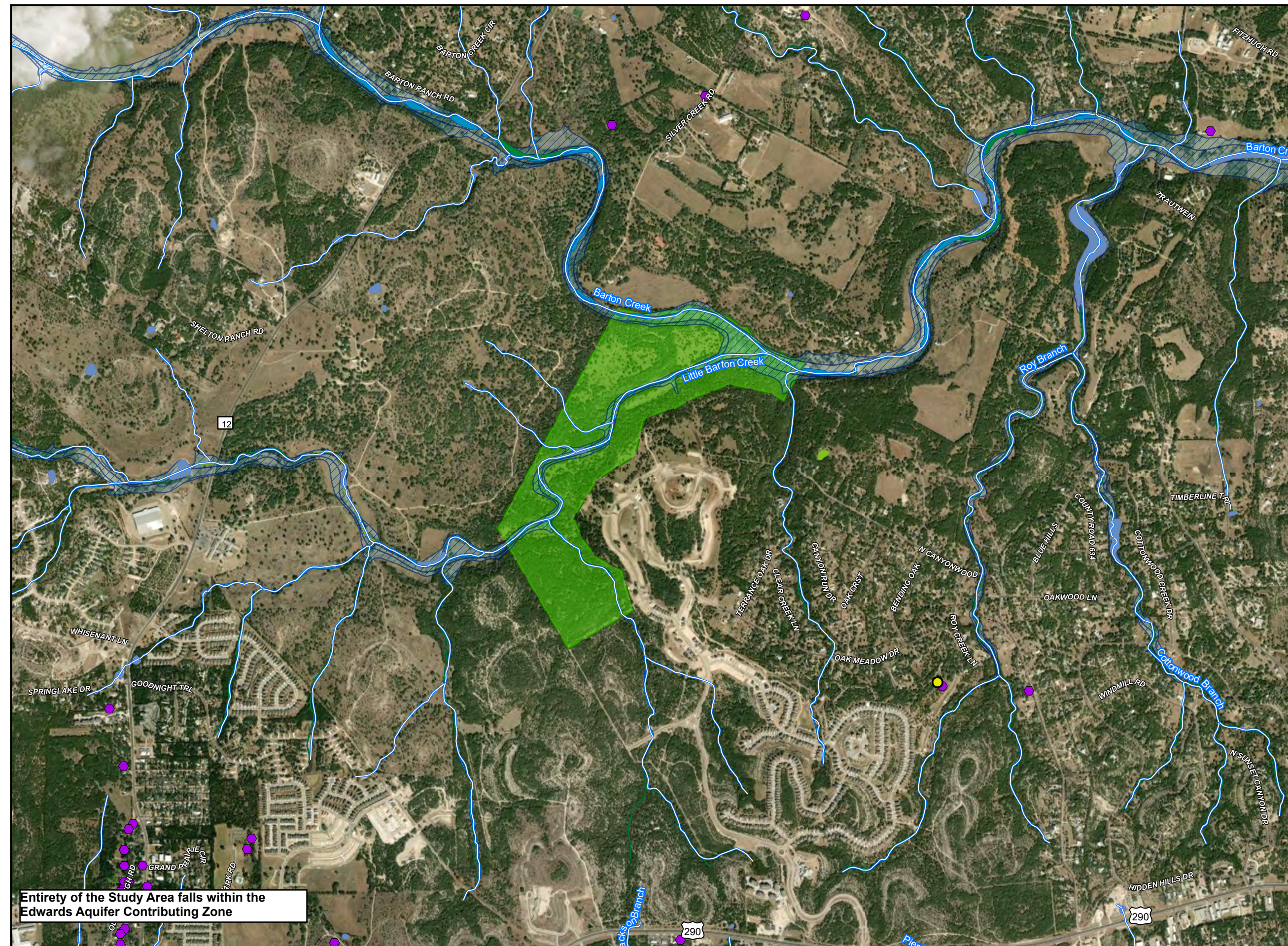


Figure 7
Water Resources
 Rathgeber Natural Resource Park
 Hays County, Texas

Key to Features

- Spring
- TWDB Groundwater Wells
- Streams (NHD)
- Rathgeber Natural Resource Park Boundary
- 100-Year FEMA Floodzone

Wetlands (NWI)

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Riverine

0 875 1,750
 Feet
 1 inch = 1,750 feet

Entirety of the Study Area falls within the Edwards Aquifer Contributing Zone

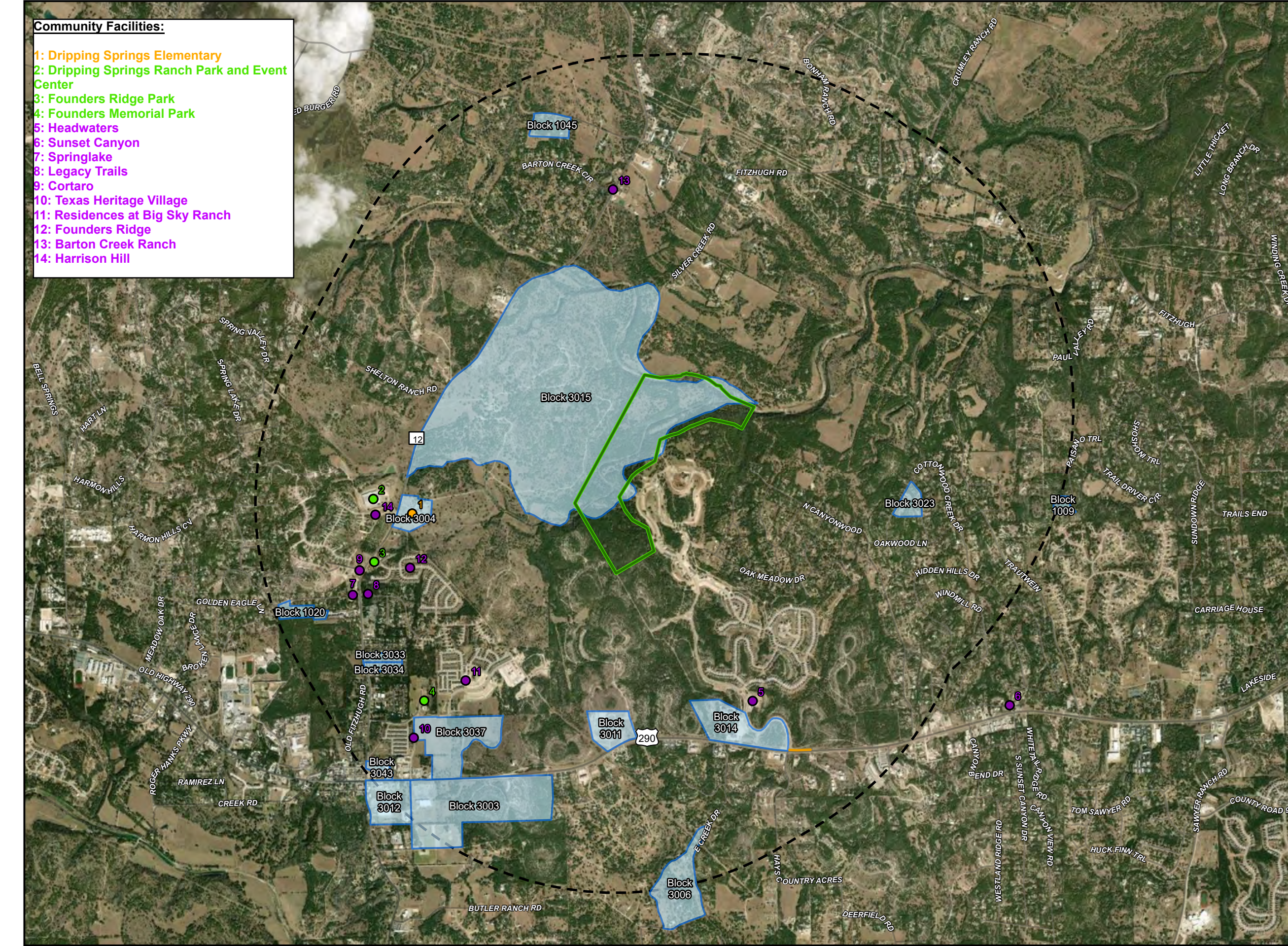


Figure 8
Socioeconomic & Community Resources
 Rathgeber Natural Resource Park
 Hays County, Texas

Key to Features

- Bike Lane
- 2-Mile Radius
- Rathgeber Natural Resource Park Boundary
- Census Blocks with 50% or more minority population

Community Facilities

- Schools
- Parks
- Residential Subdivisions

0 1,500 3,000
 Feet
 1 inch = 3,000 feet

- Community Facilities:**
- 1: Dripping Springs Elementary
 - 2: Dripping Springs Ranch Park and Event Center
 - 3: Founders Ridge Park
 - 4: Founders Memorial Park
 - 5: Headwaters
 - 6: Sunset Canyon
 - 7: Springlake
 - 8: Legacy Trails
 - 9: Cortaro
 - 10: Texas Heritage Village
 - 11: Residences at Big Sky Ranch
 - 12: Founders Ridge
 - 13: Barton Creek Ranch
 - 14: Harrison Hill

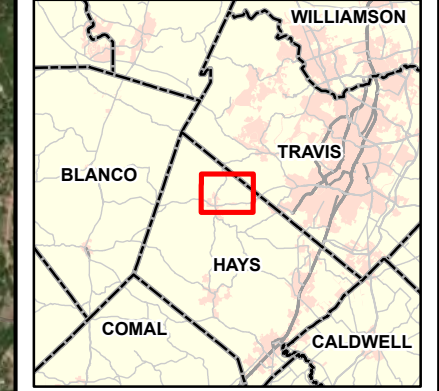
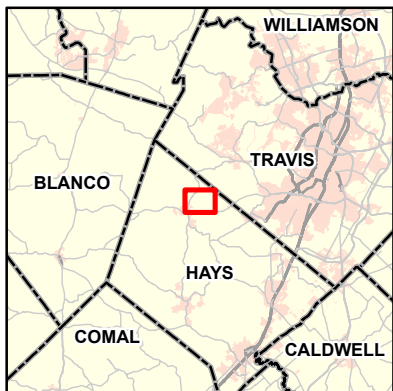




Photo 4: Historic dam along Little Barton Creek.



Photo 5: Historic dam along Little Barton Creek.



Photo 7: Historic dam along Little Barton Creek.



Photo 9: General overview of grassland and woodland vegetation.



Photo 6: Historic dam along Little Barton Creek.



Photo 8: Stairs leading to top of historic dam.



Photo 10: General view of potential Golden-cheeked Warbler habitat.



Photo 11: General view of potential Golden-cheeked Warbler habitat.



Photo 12: Tributary to Little Barton Creek.



Photo 13: View of Little Barton Creek downstream of historic dam with potential Golden-cheeked Warbler habitat.



Photo 14: View of Little Barton Creek with potential Golden-cheeked Warbler habitat..



Photo 15: Cardinal flower (*Lobelia cardinalis*) growing along bank of Little Barton Creek.



VISION PLAN REPORT - DRAFT
for the
CITY OF DRIPPING SPRINGS
RATHGEBER NATURAL RESOURCE PARK

November 2023

Prepared for:
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CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT



City of Dripping Springs
Rathgeber Natural Resource Park

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City of Dripping Springs
Rathgeber Natural Resource Park

Item # 11.

INTRODUCTION

The Rathgeber Natural Resource Park is located within the overall development boundary of Headwaters at Barton Creek. The development of the subdivision is subject to the Headwaters at Barton Creek Development Agreement (“Development Agreement”), dated January 11, 2005 recorded in Volume 2675, Page 649 of the official public records of Hays County, Tx. The Development Agreement was amended by the First Amendment to the Headwaters at Barton Creek Development Agreement on or about June 10, 2008 (“First Amendment”), the Development Agreement was further amended by the Second Amendment to the Headwaters at Barton Creek Subdivision on or about August 12, 2014 (the “Second Amendment”). The third amendment to this Development Agreement was recorded in document number 15032881, Volume 5349, Page 599 on or about October 14, 2015. The Development Agreement and amendments have been restated and are recorded in document number 20021126 of the official public records of Hays County, Tx. Headwaters at Barton Creek Development Agreement area is approximately 1,509.68 acres located at the intersection of W. Highway 290 and Headwaters Boulevard. The overall development consists of approximately 1,036-acres of residential development including a future school site, 167-acres of commercial development along the frontage of HWY 290. As part of the Headwaters Development Agreement, approximately 1,000-acres of parkland and open space are planned. It is our understanding that 300-acres of the Development Agreement parkland area has been dedicated to the City of Dripping Springs. This 300-acre area is proposed as the Rathgeber Natural Resource Park (‘Park’).

EXISTING CONDITIONS

The site is situated in an unplatted area of approximately 300-acres. The existing site is within the boundaries of the Headwaters Municipal Utility District, the City of Dripping Springs ETJ, Hays County, and the Edwards Aquifer Contributing Zone. The property has not been included in the final plats for the Headwaters Development. Working with the planning group at the City, a determination of a legal lot would be recommended for purposes of permitting and utility services.

The approximately 300-acre tract was conveyed to the City of Dripping Springs in a donation deed, filed in document number 20058660 of the Official Public Records of Hays County, Texas. The deed applies certain conditions and restrictions to the property. A title policy dated 01-03-2014 has been obtained for the property and lists easements and other exceptions from coverage that may encumber the property in Schedule B. These easements and exceptions should be analyzed with the proposed Park improvements. It is suggested that a boundary survey be procured to identify the locations of the easements with respect to the property boundaries. Ordering a title survey may also be considered by the City to better identify potential encroachments to the property.

ZONING

The site is currently located within the City of Dripping Springs ETJ and therefore zoning does not apply.

Adjacent Developments

The site is situated within the Headwaters at Barton Creek development. The Headwaters at Barton Creek residential development and Headwater MUD wastewater treatment plant and associated wastewater drip fields border the southeast property line of the Rathgeber Natural Resource Park. Also, within the Headwaters at Barton Creek development, Dripping Springs Independent School District owns approximately 64-acres and intends to develop an elementary school which shares the south property

line of the Park. Along the southwest property line the site is bordered by the planned development for Cynosure/Wild Ridge and along the northwest property line bordered by the planned development for Double L. See attached Existing Easements and Utilities Exhibit found in Appendix B for the adjacent property ownership information.

Permitting Jurisdictions

The site is located within the jurisdictional boundaries of the following entities:

- City of Dripping Springs – ETJ
- ESD 6 – Hays County Fire Rescue
- Hays County
- Headwaters Municipal Utility District
- TCEQ - Edwards Aquifer Contributing Zone

Other potential permitting jurisdictions such United States Fish & Wildlife Service and the Army Corps of Engineers are to be identified by others as they relate to environmental restrictions.

Site Access

There is an existing access easement located near the north end of the Headwaters development. This existing easement was granted to Rathgeber Investment Company, LTD. in volume 3434, page 335; later restated in document number 10021574, revised in the first amendment document number 16020366 and later revised in the second amendment document number 20021127 of the O.P.R.H.C.TX. With the City’s acquisition of the property, the beneficial use of this access easement would typically follow with the ownership. This should be confirmed with City legal.

Pedestrian access points to the park are provided by the Headwaters at Barton Creek Development per the Development Agreement. Additional potential pedestrian access points are illustrated on the parkland exhibits of the Cynosure/Wild Ridge and Double L developments. Additional vehicular access points are anticipated to be needed and options will be evaluated further as the Park design progresses.

City Planning

The following City plans are attached to this report in Appendix D.

Trails Plan

The “Official City-Wide Trails Plan Map” adopted by Ordinance No. 2020-52 on 10/13/2020 identifies trail connections through the Rathgeber Natural Resource Park.

Open Space Master Plan

The City’s Open Space Master Plan dated 3/23/2015 identifies trail connections through the Rathgeber Natural Resource Park.

Thoroughfare Plan

The City’s thoroughfare plan identifies planned roadway connections, shared use paths and enhanced roadway sections in areas around the Rathgeber Natural Resource Park. No shared use paths are shown to extend through the Park.

Impervious Cover

Per the Development Agreement, impervious cover percentage is defined as:

1.15 Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Land (but excluding from such total any impervious cover developed on the School Tract) by the total number of acres included in the Land. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer based on the deck design and materials. In the calculation of impervious cover, the following shall be characterized as *pervious* for all purposes: open space, greenbelt, mitigation land, park, irrigation field, flood plain, water quality and/or drainage facility and/or area, detention facility, swale, irrigation area, playground, athletic fields, granite or pea gravel trail.

With this definition, it appears that park improvements would not be regulated by the development agreement in regard to impervious cover. Should the City determine that parkland is restricted and that the impervious cover definition of the Development Agreement does not exclude the park, then a separate tracking of impervious cover within the DA could be evaluated.

It is recommended this be confirmed by City legal.

Hays County does not limit impervious cover.

Drainage

Floodplain

FEMA Flood Insurance Rate Maps (‘FIRM’) have been adopted for Hays County as of September 2, 2005. We understand that Hays County may be working on a floodplain study for the area. We have been unable to obtain floodplain data from Hays County after contacting them. The floodplain information page of the Hays County website directs property owners to view the preliminary revised FEMA FIRMS dated December 14, 2022 for review and comment. The adopted and preliminary FIRM 100-year floodplains are shown in the drainage exhibit attached to this report as Appendix A.

Detention

Per the Headwaters Development Agreement Exhibit C-2, detention is not required for development of 20% impervious cover or less that drains to Barton Creek. This criteria will be used in the further development of the Rathgeber infrastructure plan.

Hays County requires limiting the post developed storm events for the two (2), five (5), ten (10), twenty-five (25) and one hundred (100) year storm events to that of the pre-developed condition. As the Park drains directly to Barton Creek, a variance from Hays County could be sought.

Water Quality

The site is located within the Contributing Zone of the Edwards Aquifer as defined by the Texas Commission on Environmental Quality (“TCEQ”). The entirety of the development is within the jurisdiction that contributes to Barton Springs Zone as defined by the TCEQ. Since the proposed

development is within the Edwards Aquifer Contributing Zone, the development is subject to the Contributing Zone Plan (“CZP”) requirements per the TCEQ.

If water is obtained from the Headwaters MUD to serve the site, then the proposed development is also subject to the Lower Colorado River Authority (“LCRA”) Memorandum of Understanding (“MOU”) with U.S. Fish and Wildlife. Compliance with the MOU may be achieved through meeting the TCEQ Optional Enhanced Measures (“OEM”). The development will be required to treat 80% of the increase of Total Suspended Solid (TSS) loading to meet the OEM requirements. The development will also be required to abide by the best management practices, as outlined in the Development Agreement:

- 70% removal of TSS loadings created by development
- 70% removal of the Phosphorus loadings created by development

As the project and associated infrastructure continues to be defined, these elements will also be coordinated with the City engineer.

Buffers

According to Development Agreement Section 2.7.6(c) all buffer zones for the site for the City of Dripping Springs are identified in Exhibit ‘D’. The buffer zones are shown in the attached buffer and floodplain exhibit. As the property is subject to the Development Agreement, the City of Dripping Springs buffers are not depicted in the attached drainage exhibit.

If water is obtained from the Headwaters MUD, then the project is subject to comply with the LCRA MOU as noted above. This may be done through compliance with the TCEQ OEM and associated buffers.

Hays County does not have required buffer zones.

Utility Providers

Utility providers in the area include the following:

- Water – Headwaters Municipal Utility District
- Wastewater – Headwaters Municipal Utility District
- Treated Effluent – Headwaters Municipal Utility District
 - o Treated effluent may be available for irrigation use if it is outside of the stream buffer zones
- Electric – Pedernales Electric Cooperative
- Gas – One Texas Gas

Easements

A title policy has been obtained by the City for the site to identify applicable easements and restrictions. It is suggested that a boundary survey be procured to identify the locations of the easements with respect to the property boundaries. Ordering a title survey may also be considered by the City to better identify potential encroachments to the property. Approximate locations of known existing easements on or adjacent to the site are identified on the Existing Easements and Utilities Exhibit attached as Appendix B to this report. This exhibit may not include all easements identified in the title policy, which

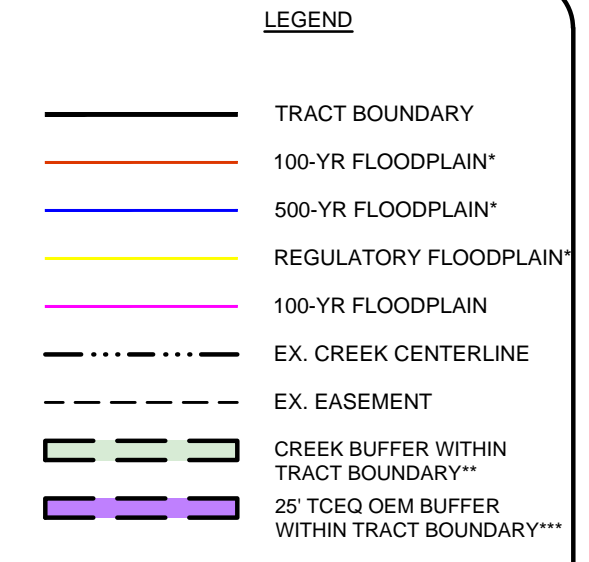
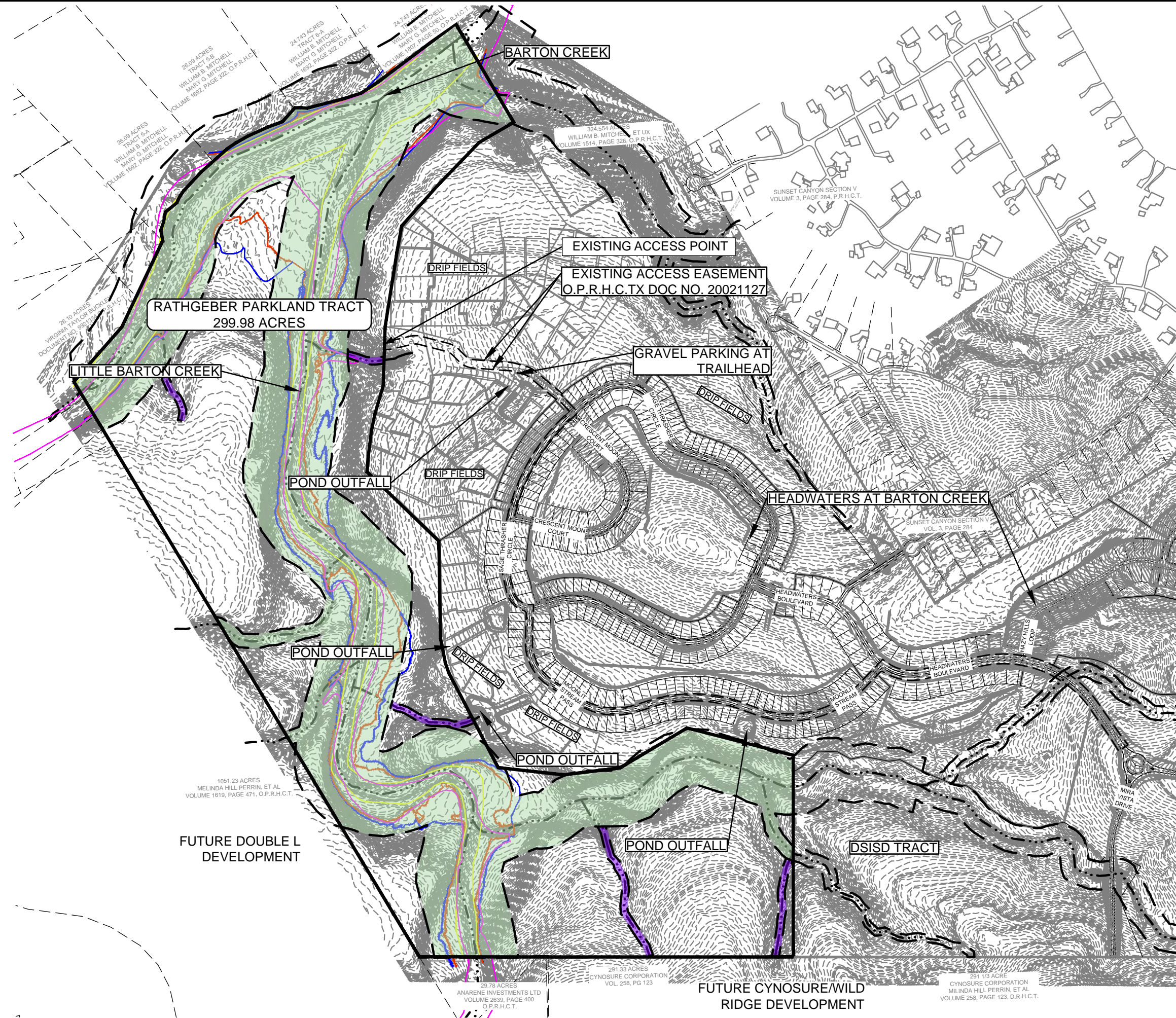
should be located by a registered surveyor. The below-identified easements may be useful in consideration of the planning of the Park.

On Site

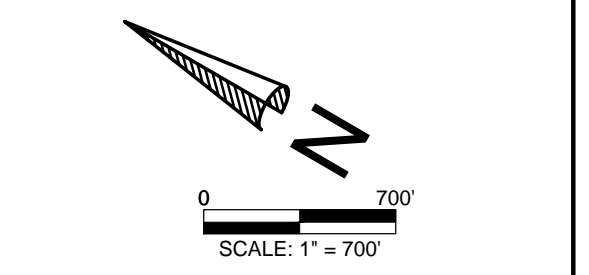
- Existing Drainage Easement (doc. No. 18013635) is a permanent drainage easement across the 300-acres of the proposed Park. Known drainage and pond outfalls to the site are identified in the attached drainage exhibit included in Appendix A of this report.
 - o As this drainage easement encumbers the entire boundary of the Park, it is suggested for City legal to review the drainage easement in detail and aid in determining if a more defined metes & bounds could or should be generated to limit the boundaries of the easement.
- A treated effluent drip field easement (doc. No. 16031141) of approximately 0.23 acres along southeast property line, near the existing Headwaters MUD wastewater treatment plant.

Adjacent Easements

- An existing access easement (doc. No. 20021127 O.P.R.H.C.Tx) runs from the public right of way of Sage Thrasher Circle to the Park. This easement is discussed in more detail in the Site Access section of this report.
 - o Legal review of this easement is recommended prior to use by the City/Rathgeber Natural Resource Park.
- Overhead electric facilities and an electric easement (doc. No. 20004865 O.P.R.H.C.Tx) exist adjacent to the southwestern property boundary which is shared with the Dripping Spring ISD site.
- Trails and Drainage Easement (doc. No. 20004863 O.P.R.H.C.Tx) runs along an unnamed tributary of Little Barton Creek, beginning at the south property line of the Park and extending through the DSISD property to the Headwaters MUD lands near Mira Vista Drive. The Headwater MUD is the grantee of this easement.
 - o Legal review of this easement is recommended prior to use by the City/Rathgeber Natural Resource Park.



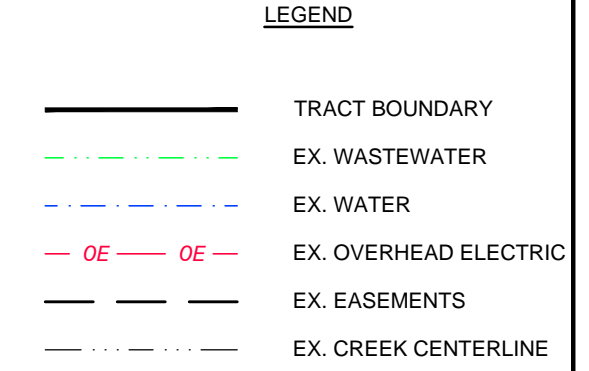
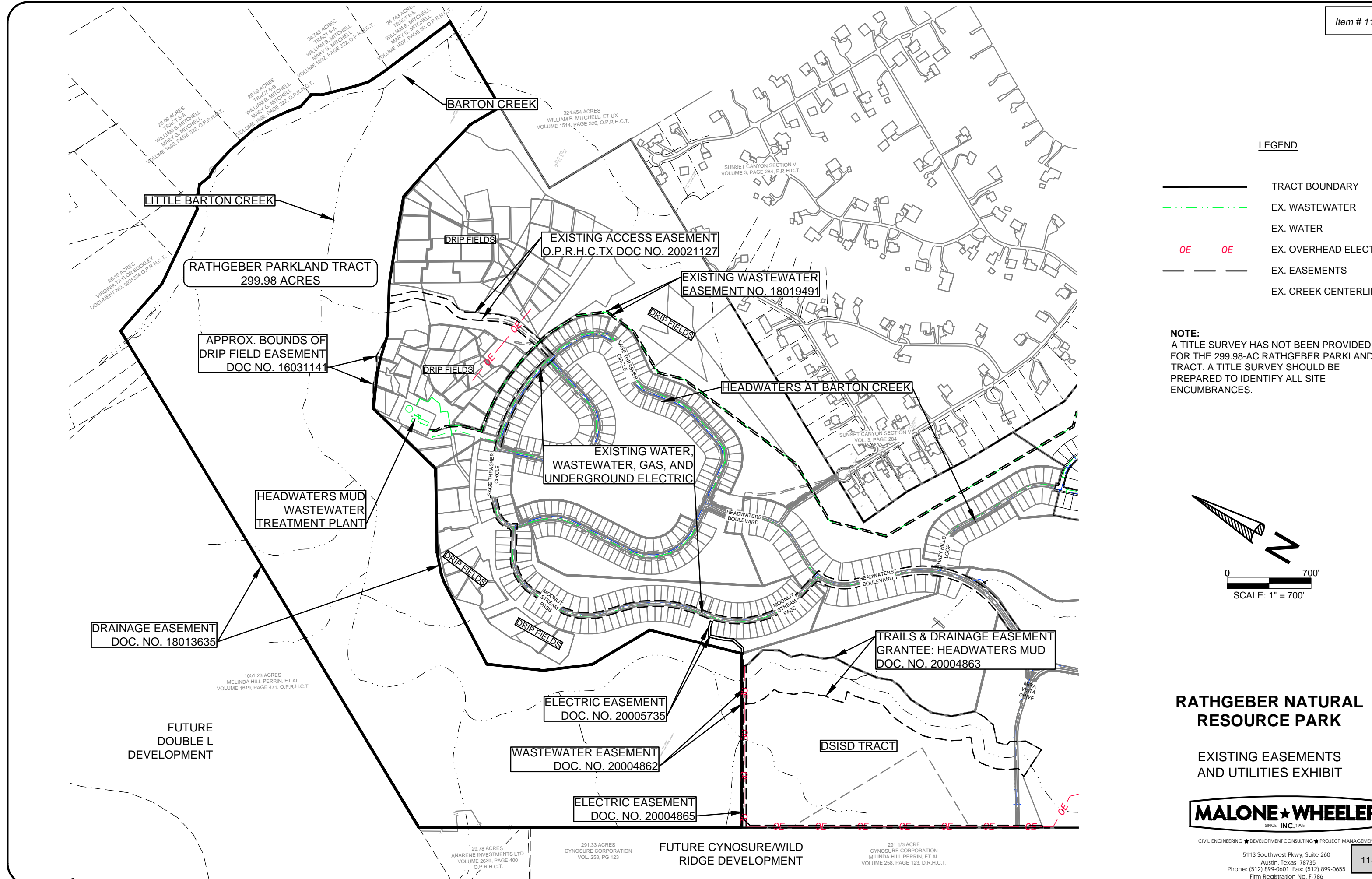
NOTE:
 100-YR FLOODPLAIN SHOWN IS PER FEMA FLOODPLAIN MAP NUMBERS 48209C0106F, 48209C0105F, AND 48209C0108F, EFFECTIVE 09/02/2005.
 * DENOTES PRELIMINARY FEMA FLOODPLAIN PER REVISED PRELIMINARY FEMA F.I.R.M. 12/14/2022 MAP NUMBERS 48209C0105G, 48209C0106G, AND 48209C0108G.
 **BUFFERS SHOWN INCLUDE BUFFERS IDENTIFIED IN THE HEADWATERS DEVELOPMENT AGREEMENT, THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LCRA AND USFW, AND THE TCEQ OPTIONAL ENHANCED MEASURES.
 ***TCEQ OEM BUFFERS APPLY ONLY IF WATER IS OBTAINED FROM THE WTCPUA OR A SUBPROVIDER WHO OBTAINS WATER FROM THE WTCPUA.



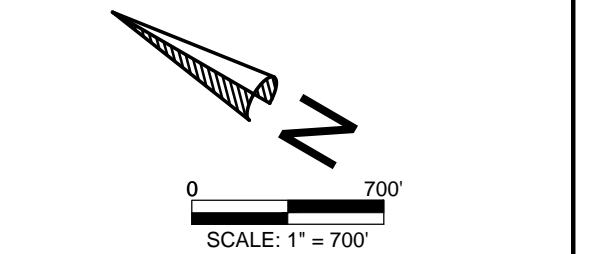
RATHGEBER NATURAL RESOURCE PARK
 DRAINAGE EXHIBIT

MALONE+WHEELER
SINCE INC. 1995

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 Phone: (512) 899-0601 Fax: (512) 899-0655
 Firm Registration No. F-786



NOTE:
 A TITLE SURVEY HAS NOT BEEN PROVIDED FOR THE 299.98-AC RATHGEBER PARKLAND TRACT. A TITLE SURVEY SHOULD BE PREPARED TO IDENTIFY ALL SITE ENCUMBRANCES.



RATHGEBER NATURAL RESOURCE PARK
 EXISTING EASEMENTS AND UTILITIES EXHIBIT

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not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updates or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or Floodway Data and/or Summary of Elevation Exceedance Tables contained within the Flood Insurance Study (FIS) report that accompanies the FIRM, users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are entered on floor elevation reports, and users should not be used as the sole source of floor elevation information. Accordingly, floor elevation data presented in the FIS report should be compared to the FIRM for purposes of construction and/or floodplain management.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data as provided in the Flood Insurance Study report for the jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The projection used in the preparation of this map was Universal Transverse Mercator (UTM) zone 14. The horizontal datum was NAD 83. GPS/IGS ground stations in Texas, National Geospatial-Intelligence Agency (NGA) and other FIRM for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geospatial-Intelligence Agency (NGA) and the North American Vertical Datum of 1988, visit the National Geospatial-Intelligence Agency website at www.nga.mil or contact the National Geospatial-Intelligence Agency at the following address:

National Geospatial-Intelligence Agency
National Geospatial Survey Division
Silver Spring Metro Center
1215 East-West Highway
Silver Spring, Maryland 20910
(301) 713-2971

To obtain current elevation, description, and/or location information about the bench marks shown on this map, please contact the Information Services Branch of the National Geospatial-Intelligence Agency at (301) 713-2342, or visit their website at www.nga.mil.

Base map information shown on this FIRM was derived from Texas Natural Resources Information System Digital Orthophoto Quadrangles (DOQs) produced at a scale of 1:12,000 from photography dated 1995.

This map reflects more detailed up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodways and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

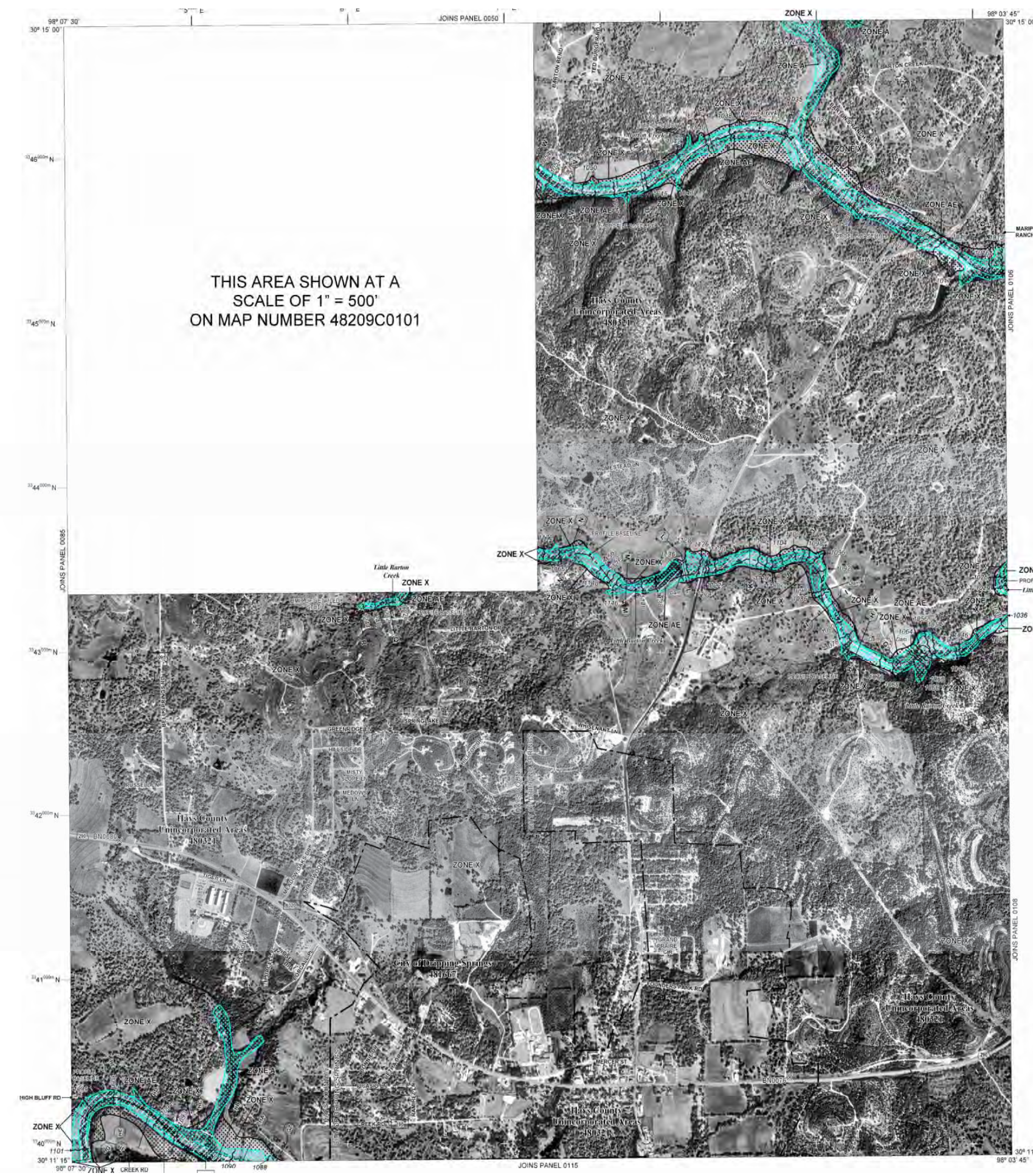
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Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels. Community map repository addresses, and a listing of Communities with continuing National Flood Insurance Program status for each community as well as a listing of the panels on which each community is located.

Contact the FEMA Map Service Center at 1-800-358-9616 for information on available products associated with the FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9622 and their website at www.fema.gov.

If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-6257) or visit the FEMA website at www.fema.gov.

THIS AREA SHOWN AT A SCALE OF 1" = 500' ON MAP NUMBER 48209C0101



The 1% annual chance flood (100-year flood) also shown as the 100-year flood. It is the 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zone A, AE, AH, AR, A99, V, and VE. The Base Flood Elevation is the same-surface elevation of the 1% annual chance flood.

ZONE A
No Base Flood Elevation determined.

ZONE AE
Base Flood Elevation determined.
Flood depths of 1 to 3 feet (usually areas of ponding). Special Flood Elevation determined.

ZONE AH
Flood depths of 1 to 3 feet (usually areas of ponding). Special Flood Elevation determined.

ZONE AR
Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently abandoned. Zone AR indicates that the former flood control system is being removed to provide protection from the 1% annual chance or greater flood. Areas to be protected from the 1% annual chance flood by a Federal flood control system are indicated by the Flood Insurance Study report for the jurisdiction. This information is available in the FIS report that accompanies the FIRM for purposes of construction and/or floodplain management.

ZONE A99
Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a Federal flood control system that was subsequently abandoned. Zone A99 indicates that the former flood control system is being removed to provide protection from the 1% annual chance or greater flood. Areas to be protected from the 1% annual chance flood by a Federal flood control system are indicated by the Flood Insurance Study report for the jurisdiction. This information is available in the FIS report that accompanies the FIRM for purposes of construction and/or floodplain management.

ZONE V
Coastal flood zone with velocity hazard (wave action). Base Flood Elevation determined.

ZONE VE
Coastal flood zone with velocity hazard (wave action). Base Flood Elevation determined.

FLOODWAY AREAS IN ZONE AE
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachments to allow the 1% annual chance flood to be carried without substantial increases in flood height.

OTHER FLOOD AREAS
ZONE X
Areas of 2% annual chance flood (area of 1% annual chance flood with average depth of less than 1 foot with average area less than 1 square mile and areas protected by levees from 1% annual chance flood).

OTHER AREAS
ZONE D
Areas determined to be suitable for the 2% annual chance flood.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
OTHERWISE PROTECTED AREAS (OPAs)
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas. 1% annual chance floodplain boundary. 2% annual chance floodplain boundary. Floodway boundary. Zone D boundary. CBRS and OPA boundary. Boundary defining Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities. Base Flood Elevation line and value. elevation in feet. Base Flood Elevation value where uniform within zone. elevation in feet. (Referenced to the North American Vertical Datum 1988)

MAP REPOSITORY
Where to request Map Information on Map Index

EFFECTIVE DATE OF REVISIONS TO THIS PANEL
February 2, 2005 - To update corporate limits and map format to add roads and road names, and to incorporate previously issued Letters of Map Change.

FOR COMMUNITY MAP REVISION HISTORY PRIOR TO COUNTRY MAPPING, REFER TO THE COMMUNITY MAP HISTORY FILE LOCATED IN THE FLOOD INSURANCE STUDY REPORT FOR THE JURISDICTION.
To determine flood insurance availability in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-455-6252.

MAP SCALE 1" = 1000'
0 500 1000 FEET
0 500 1000 METERS

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updates or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or Floodway Data and/or Summary of Elevation Exceedance Tables contained within the Flood Insurance Study (FIS) report that accompanies the FIRM, users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are entered on floor elevation reports, and users should not be used as the sole source of floor elevation information. Accordingly, floor elevation data presented in the FIS report should be compared to the FIRM for purposes of construction and/or floodplain management.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data as provided in the Flood Insurance Study report for the jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The projection used in the preparation of this map was Universal Transverse Mercator (UTM) zone 14. The horizontal datum was NAD 83. GPS/IGS ground stations in Texas, National Geospatial-Intelligence Agency (NGA) and other FIRM for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0105F

FIRM
FLOOD INSURANCE RATE MAP
HAYS COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 105 OF 495

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	COMMUNITY	NUMBER	PANEL	SUFFIX
CAPPING OFFENSE:	CITY OF	48167	0105	F
CITY OF	HAYS COUNTY	48221	0105	F

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
48209C0105F
MAP REVISED

NOTES TO USERS

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The projection used in the preparation of this map was Universal Transverse Mercator (UTM) zone 14. The horizontal datum was NAD 83. GPS/IGS ground stations in Texas, National Geospatial-Intelligence Agency (NGA) and other FIRM for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geospatial-Intelligence Agency (NGA) and the North American Vertical Datum of 1988, visit the National Geospatial-Intelligence Agency website at www.nga.mil or contact the National Geospatial-Intelligence Agency at the following address:

National Geospatial-Intelligence Agency
National Geospatial Survey Division
Silver Spring Metro Center
1215 East-West Highway
Silver Spring, Maryland 20910
(301) 713-2971

To obtain current elevation, description, and/or location information about the bench marks shown on this map, please contact the Information Services Branch of the National Geospatial-Intelligence Agency at (301) 713-2342, or visit their website at www.nga.mil.

Base map information shown on this FIRM was derived from Texas Natural Resources Information System Digital Orthophoto Quadrangles (DOQs) produced at a scale of 1:12,000 from photography dated 1995.

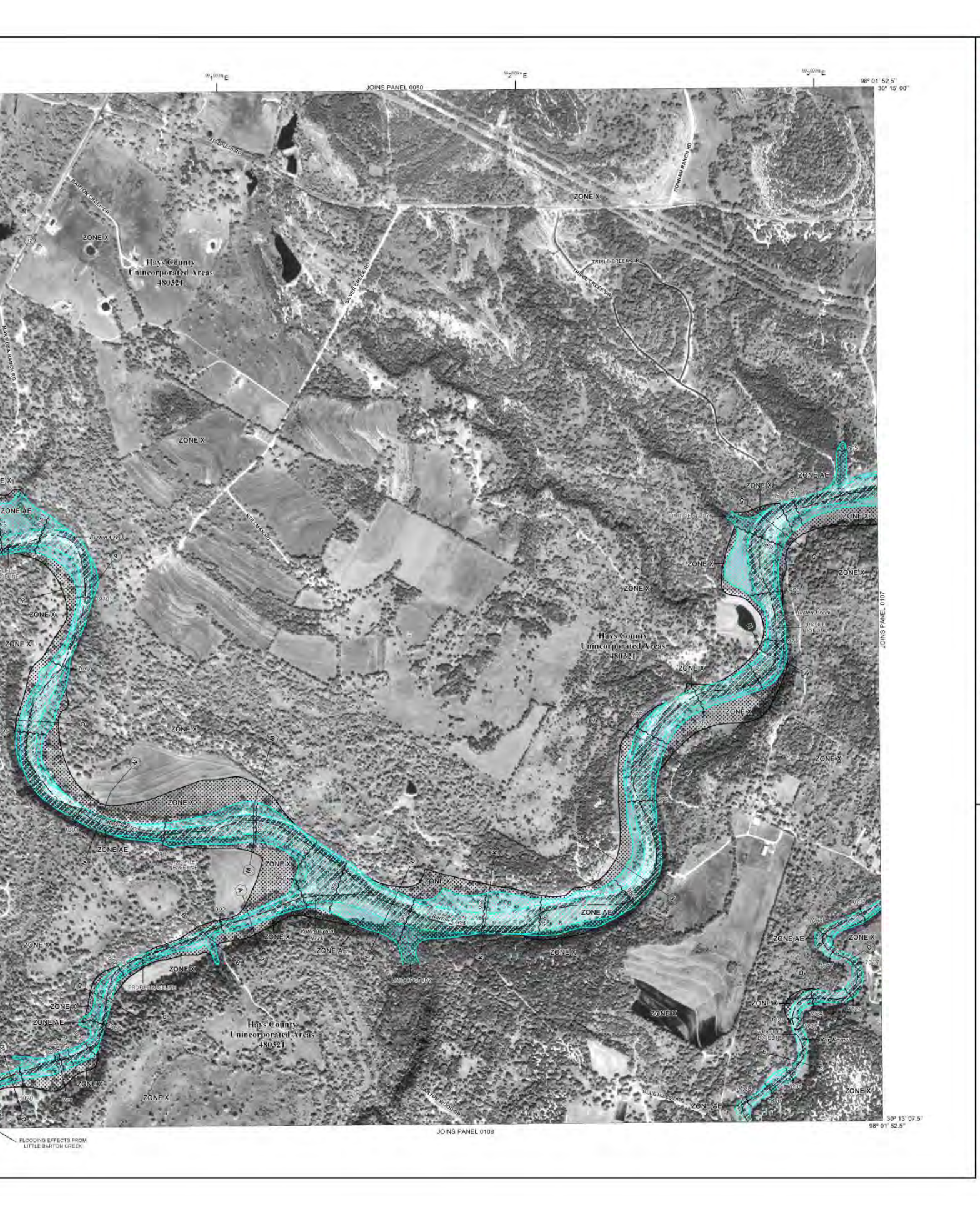
This map reflects more detailed up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodways and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Boundary changes due to annexations or dis-annexations may have occurred after this map was published; map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels. Community map repository addresses, and a listing of Communities with continuing National Flood Insurance Program status for each community as well as a listing of the panels on which each community is located.

Contact the FEMA Map Service Center at 1-800-358-9616 for information on available products associated with the FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9622 and their website at www.fema.gov.

If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-6257) or visit the FEMA website at www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
The 1% annual chance flood (100-year flood) also shown as the 100-year flood. It is the 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zone A, AE, AH, AR, A99, V, and VE. The Base Flood Elevation is the same-surface elevation of the 1% annual chance flood.

ZONE A
No Base Flood Elevation determined.

ZONE AE
Base Flood Elevation determined.
Flood depths of 1 to 3 feet (usually areas of ponding). Base Flood Elevation determined.

ZONE AH
Flood depths of 1 to 3 feet (usually areas of ponding). Special Flood Elevation determined.

ZONE AR
Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently abandoned. Zone AR indicates that the former flood control system is being removed to provide protection from the 1% annual chance or greater flood. Areas to be protected from the 1% annual chance flood by a Federal flood control system are indicated by the Flood Insurance Study report for the jurisdiction. This information is available in the FIS report that accompanies the FIRM for purposes of construction and/or floodplain management.

ZONE A99
Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a Federal flood control system that was subsequently abandoned. Zone A99 indicates that the former flood control system is being removed to provide protection from the 1% annual chance or greater flood. Areas to be protected from the 1% annual chance flood by a Federal flood control system are indicated by the Flood Insurance Study report for the jurisdiction. This information is available in the FIS report that accompanies the FIRM for purposes of construction and/or floodplain management.

ZONE V
Coastal flood zone with velocity hazard (wave action). Base Flood Elevation determined.

ZONE VE
Coastal flood zone with velocity hazard (wave action). Base Flood Elevation determined.

FLOODWAY AREAS IN ZONE AE
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachments to allow the 1% annual chance flood to be carried without substantial increases in flood height.

OTHER FLOOD AREAS
ZONE X
Areas determined to be suitable for the 2% annual chance flood.

OTHER AREAS
ZONE D
Areas determined to be suitable for the 2% annual chance flood.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
OTHERWISE PROTECTED AREAS (OPAs)
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas. 1% annual chance floodplain boundary. 2% annual chance floodplain boundary. Floodway boundary. Zone D boundary. CBRS and OPA boundary. Boundary defining Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities. Base Flood Elevation line and value. elevation in feet. Base Flood Elevation value where uniform within zone. elevation in feet. (Referenced to the North American Vertical Datum 1988)

MAP REPOSITORY
Where to request Map Information on Map Index

EFFECTIVE DATE OF REVISIONS TO THIS PANEL
February 2, 2005 - To update corporate limits and map format to add roads and road names, and to incorporate previously issued Letters of Map Change.

FOR COMMUNITY MAP REVISION HISTORY PRIOR TO COUNTRY MAPPING, REFER TO THE COMMUNITY MAP HISTORY FILE LOCATED IN THE FLOOD INSURANCE STUDY REPORT FOR THE JURISDICTION.
To determine flood insurance availability in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-455-6252.

MAP SCALE 1" = 500'
0 250 500 FEET
0 250 500 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0106F

FIRM
FLOOD INSURANCE RATE MAP
HAYS COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 106 OF 495

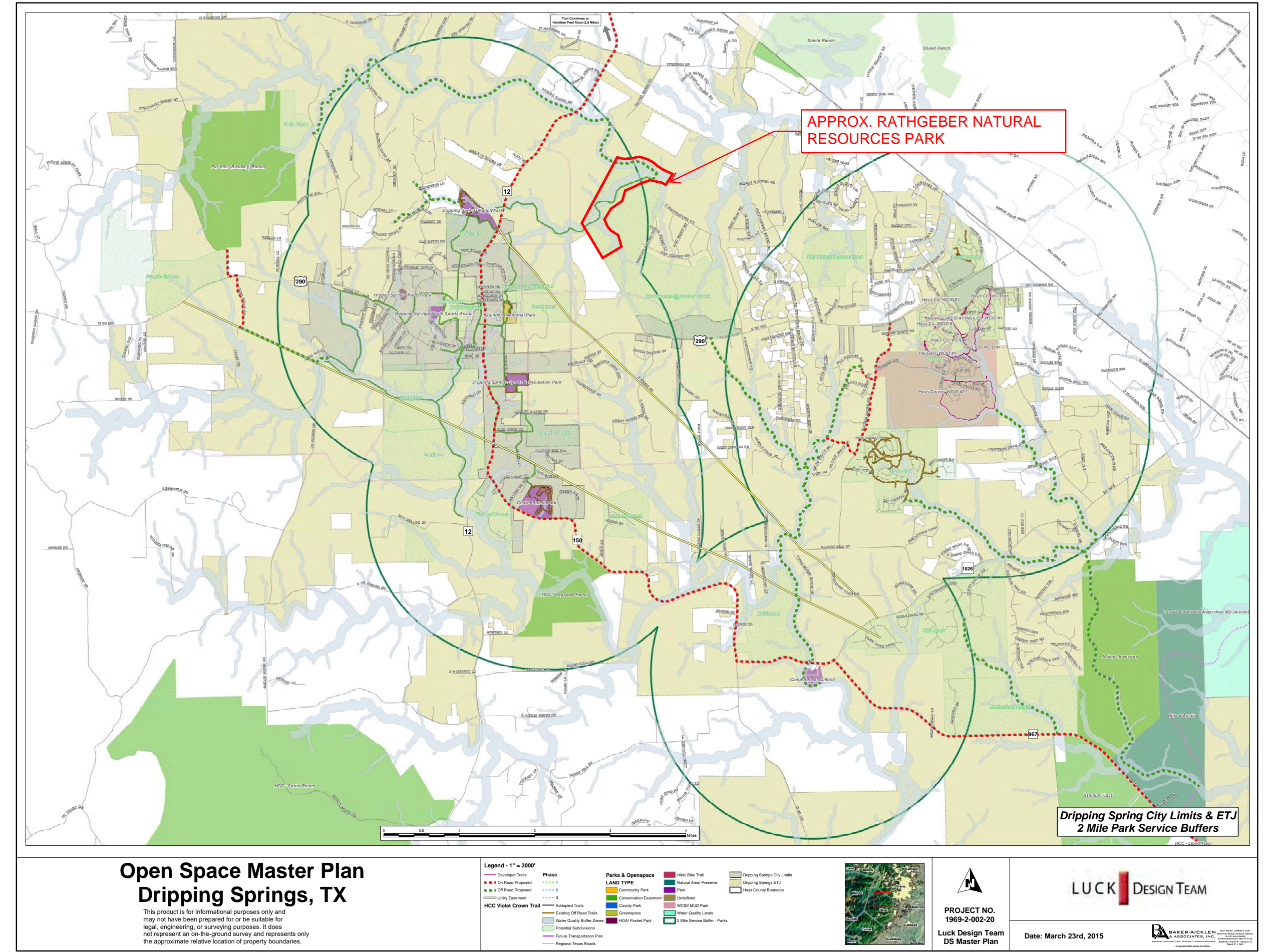
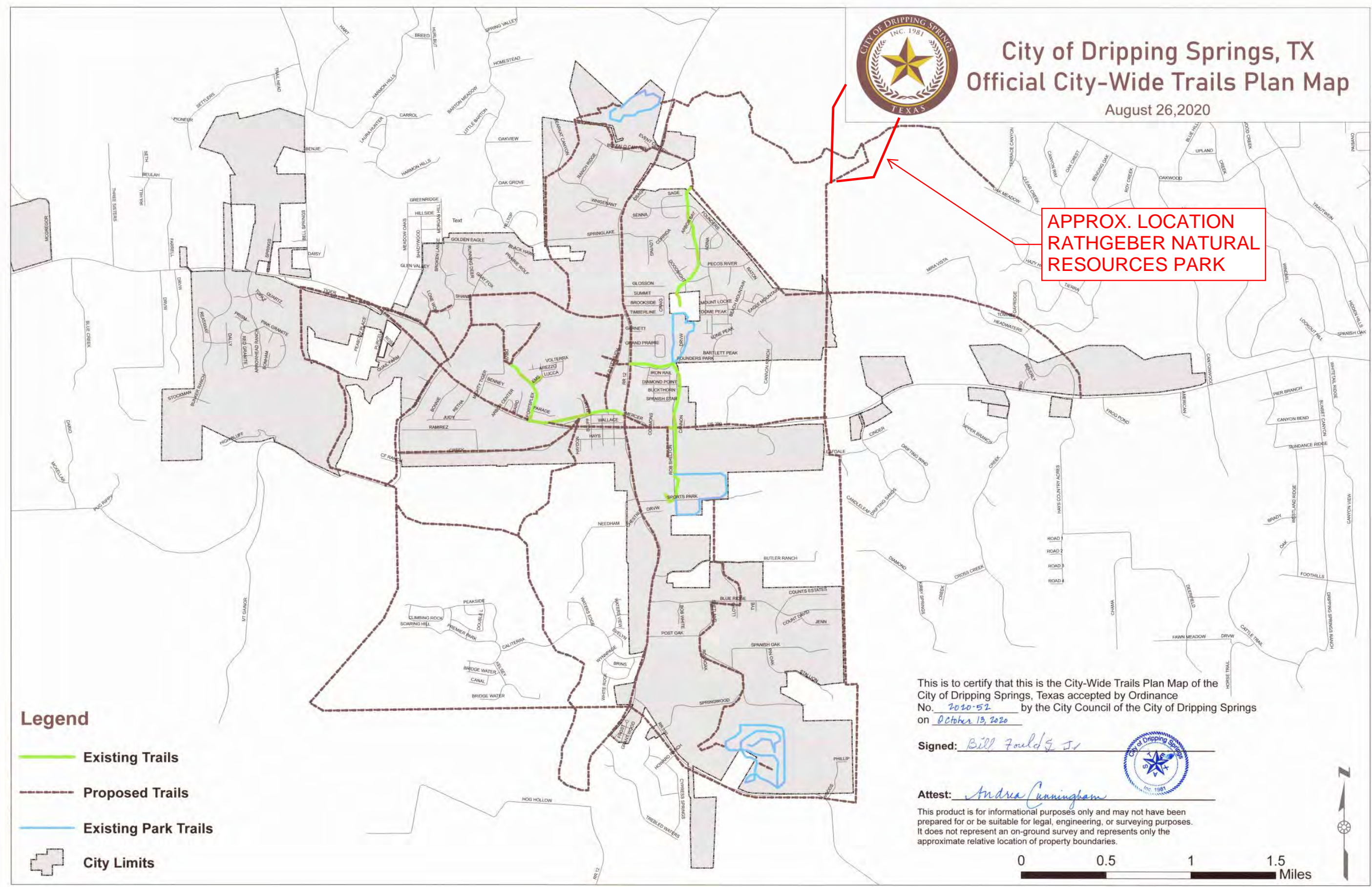
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	COMMUNITY	NUMBER	PANEL	SUFFIX
CAPPING OFFENSE:	CITY OF	48167	0106	F
CITY OF	HAYS COUNTY	48221	0106	F

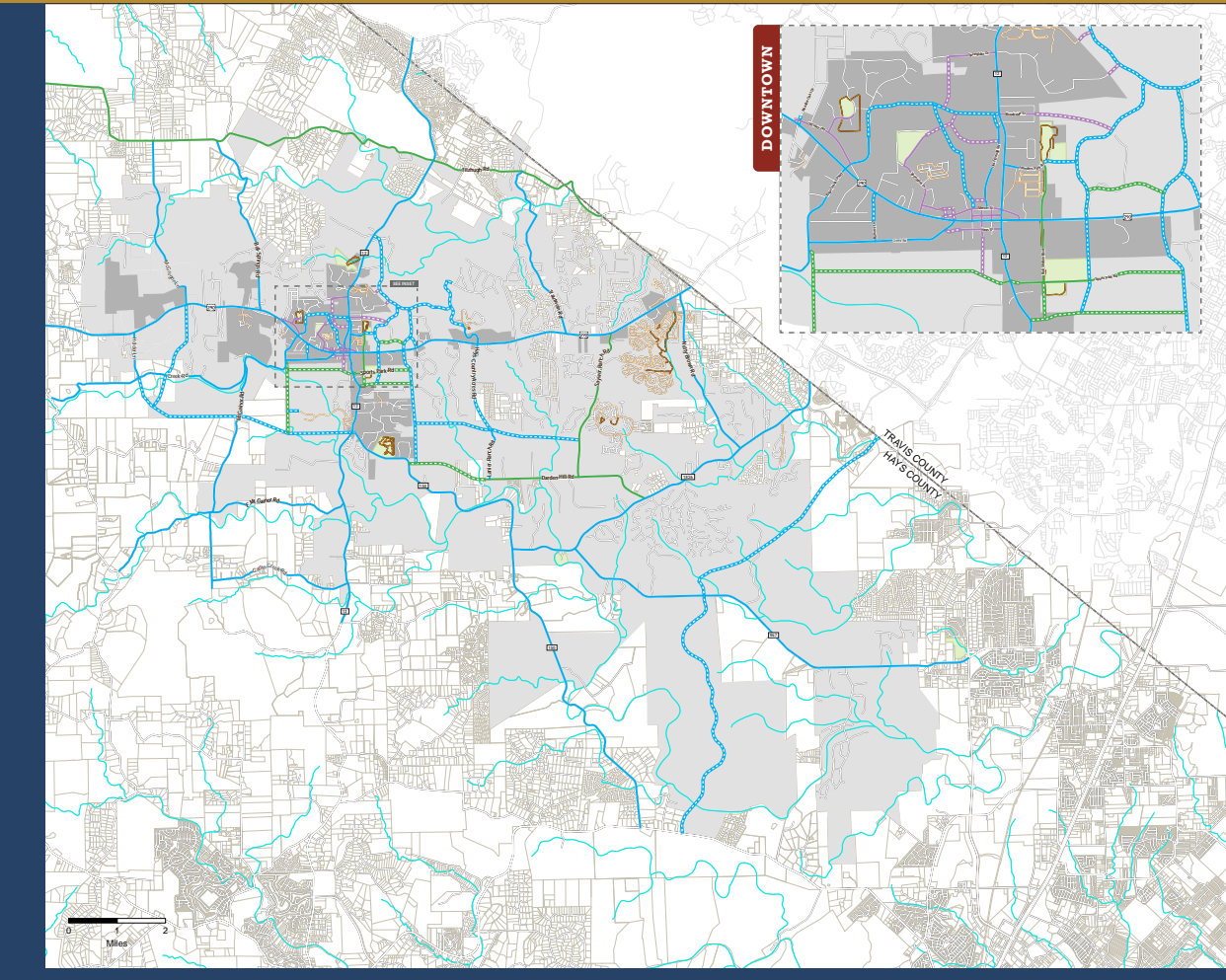
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
48209C0106F
MAP REVISED
SEPTEMBER 2, 2005

Federal Emergency Management Agency



MULTIMODAL PLAN



ds
DRIPPING SPRINGS
Texas

LEGEND

MULTIMODAL PLAN

ROADWAY CLASSIFICATION

MAJOR ARTERIAL
Enhanced
Proposed

MINOR ARTERIAL
Enhanced
Proposed

COLLECTOR
Enhanced
Proposed

STREET
Enhanced
Proposed

FREEWAY
Enhanced*

ROADWAY CLASSIFICATIONS

MAD6 - 6 Lane Major Divided Arterial
MAD4 - 4 Lane Major Divided Arterial
MAD2 - 2 Lane Major Divided Arterial
MNR6 - 4 Lane Minor Divided Arterial
MNR2 - 2 Lane Minor Divided Arterial
MC2 - 2 Lane Major Collector
CC2 - 2 Lane Commercial Collector
NC2 - 2 Lane Neighborhood Collector
RC2 - 2 Lane Residential Collector
CLS2 - 2 Lane Commercial Local Street
RLS2 - 2 Lane Residential Local Street

OTHER

CITY LIMITS
EXTRATERRITORIAL JURISDICTION (E-TJ)
PARKS
CREEKS & RIVERS
COUNTY BOUNDARY

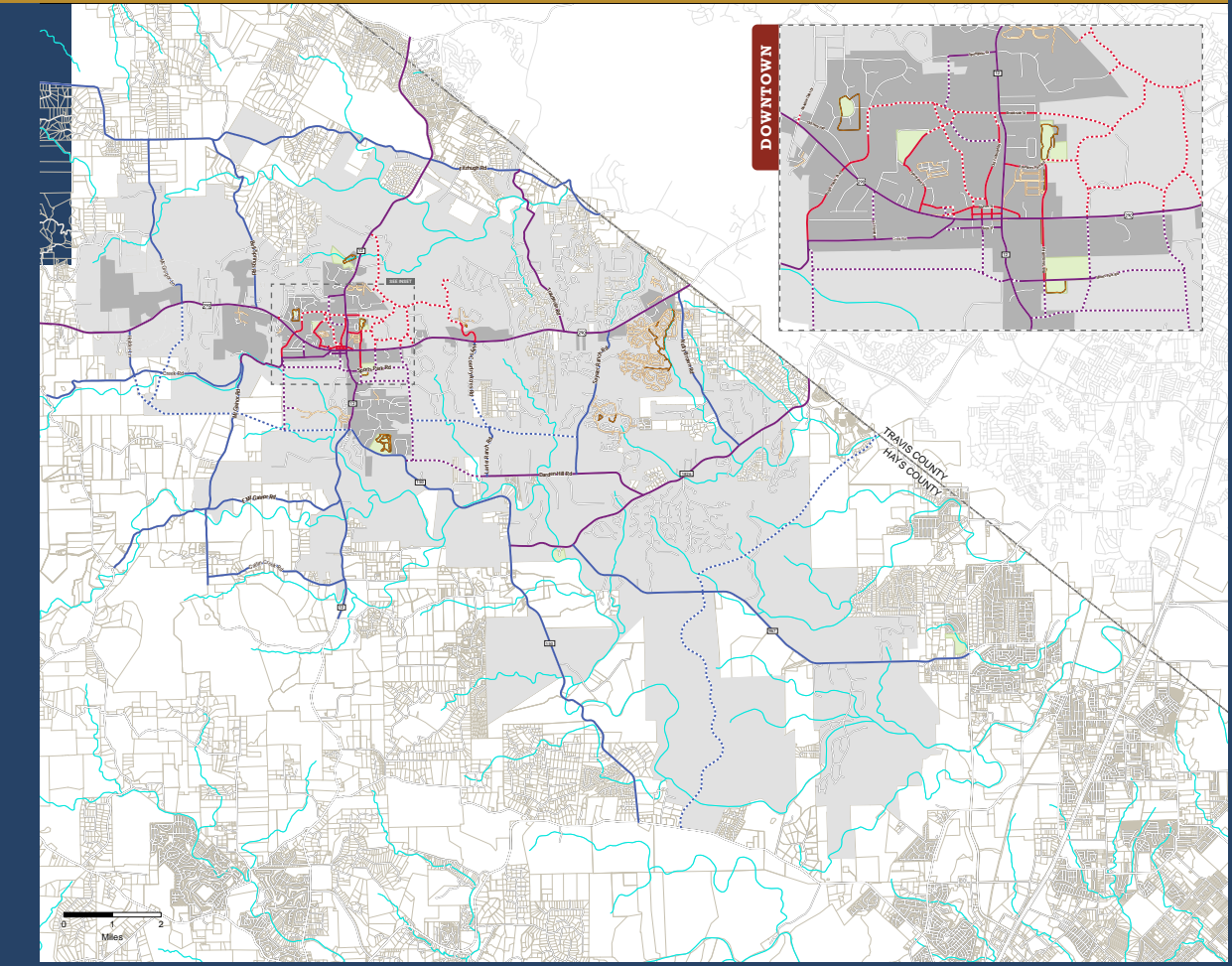
October 2021

This Multimodal Plan depicts proposed multimodal enhancements to existing roads and proposed roadways. This Multimodal Plan does not include pedestrian and bicycle enhancements not indicated on this map.

Final alignments of proposed roadways will be determined in cooperation with TxDOT, Hays County and its Long Range Transportation Plan, and the subdivision platting process.



PRIORITIZATION PLAN



ds
DRIPPING SPRINGS
Texas

LEGEND

PRIORITIZATION PLAN

ROADWAY CLASSIFICATION

MAJOR ARTERIAL
Enhanced
Proposed

MINOR ARTERIAL
Enhanced
Proposed

COLLECTOR
Enhanced
Proposed

STREET
Enhanced
Proposed

FREEWAY
Enhanced*

ROADWAY CLASSIFICATIONS

MAD6 - 6 Lane Major Divided Arterial
MAD4 - 4 Lane Major Divided Arterial
MAD2 - 2 Lane Major Divided Arterial
MNR6 - 4 Lane Minor Divided Arterial
MNR2 - 2 Lane Minor Divided Arterial
MC2 - 2 Lane Major Collector
CC2 - 2 Lane Commercial Collector
NC2 - 2 Lane Neighborhood Collector
RC2 - 2 Lane Residential Collector
CLS2 - 2 Lane Commercial Local Street
RLS2 - 2 Lane Residential Local Street

OTHER

CITY LIMITS
EXTRATERRITORIAL JURISDICTION (E-TJ)
PARKS
CREEKS & RIVERS
COUNTY BOUNDARY

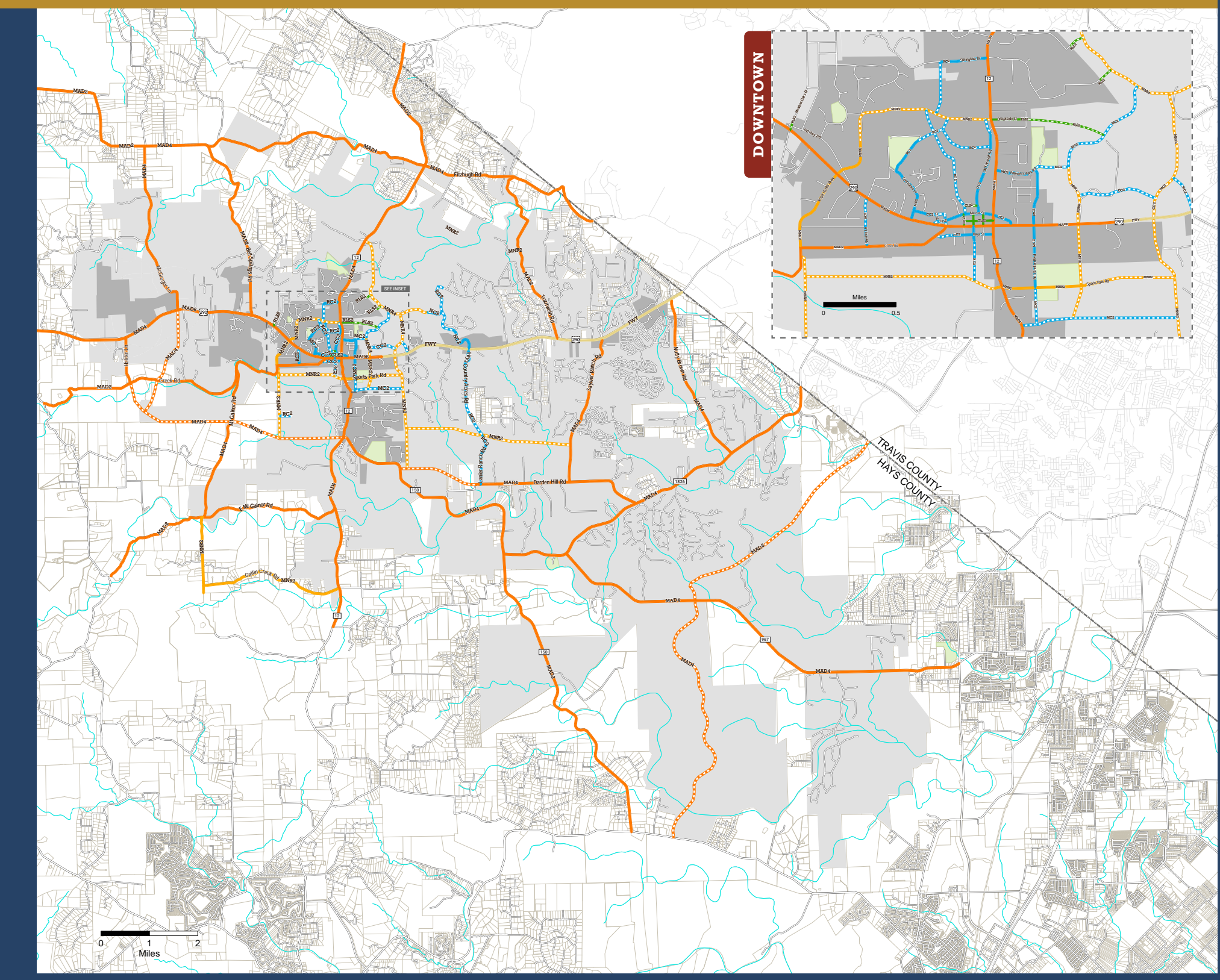
October 2021

This Prioritization Plan depicts the recommended project priority for enhancements to existing roadways and proposed roadways.

Final alignments of proposed roadways will be determined in cooperation with TxDOT, Hays County and its Long Range Transportation Plan, and the subdivision platting process.



THOROUGHFARE PLAN



ds
DRIPPING SPRINGS
Texas

LEGEND

THOROUGHFARE PLAN

MAJOR ARTERIAL
Enhanced
Proposed

MINOR ARTERIAL
Enhanced
Proposed

COLLECTOR
Enhanced
Proposed

STREET
Enhanced
Proposed

FREEWAY
Enhanced*

ROADWAY CLASSIFICATIONS

MAD6 - 6 Lane Major Divided Arterial
MAD4 - 4 Lane Major Divided Arterial
MAD2 - 2 Lane Major Divided Arterial
MNR6 - 4 Lane Minor Divided Arterial
MNR2 - 2 Lane Minor Divided Arterial
MC2 - 2 Lane Major Collector
CC2 - 2 Lane Commercial Collector
NC2 - 2 Lane Neighborhood Collector
RC2 - 2 Lane Residential Collector
CLS2 - 2 Lane Commercial Local Street
RLS2 - 2 Lane Residential Local Street

OTHER

CITY LIMITS
EXTRATERRITORIAL JURISDICTION (E-TJ)
PARKS
CREEKS & RIVERS
COUNTY BOUNDARY

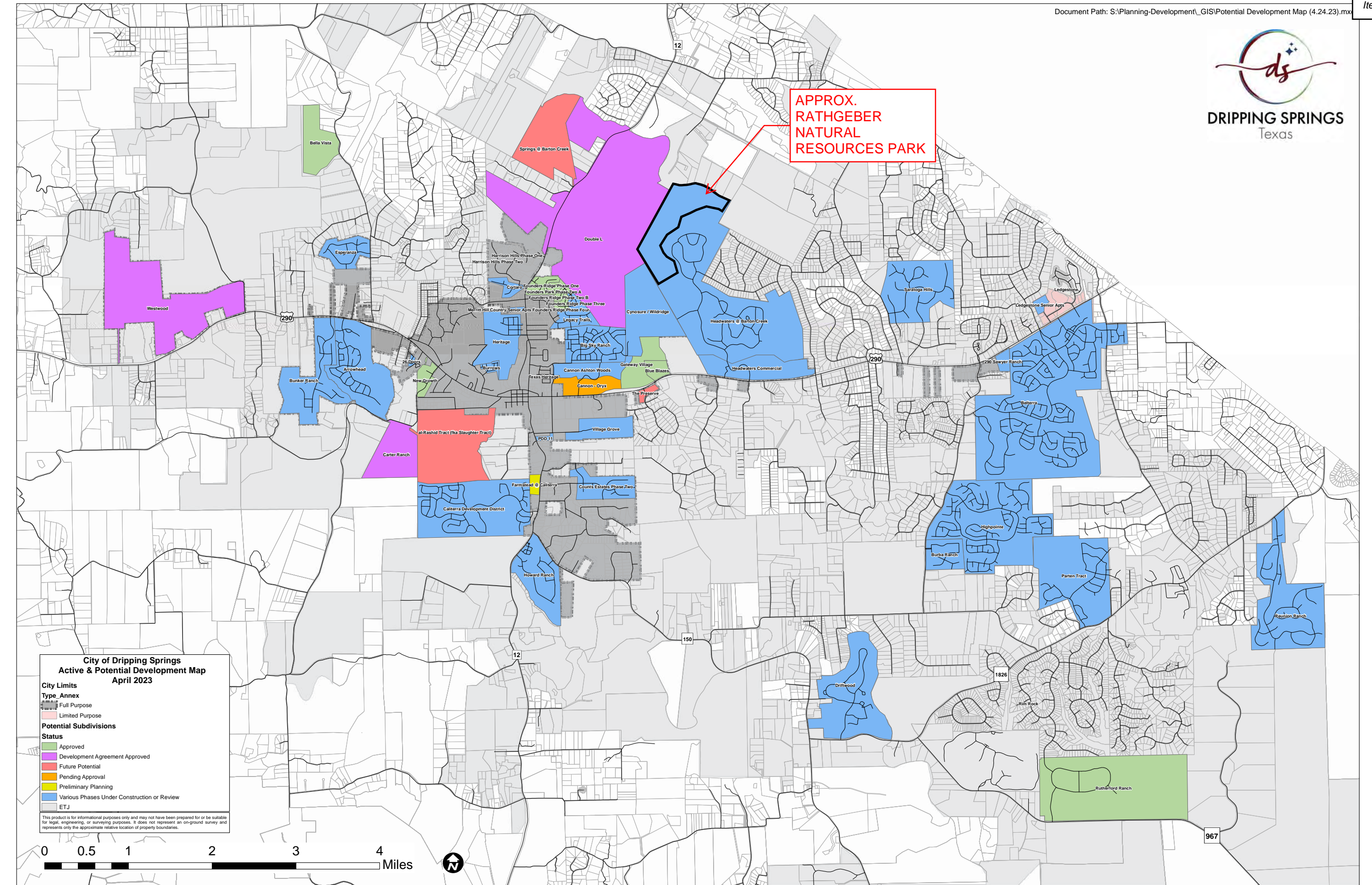
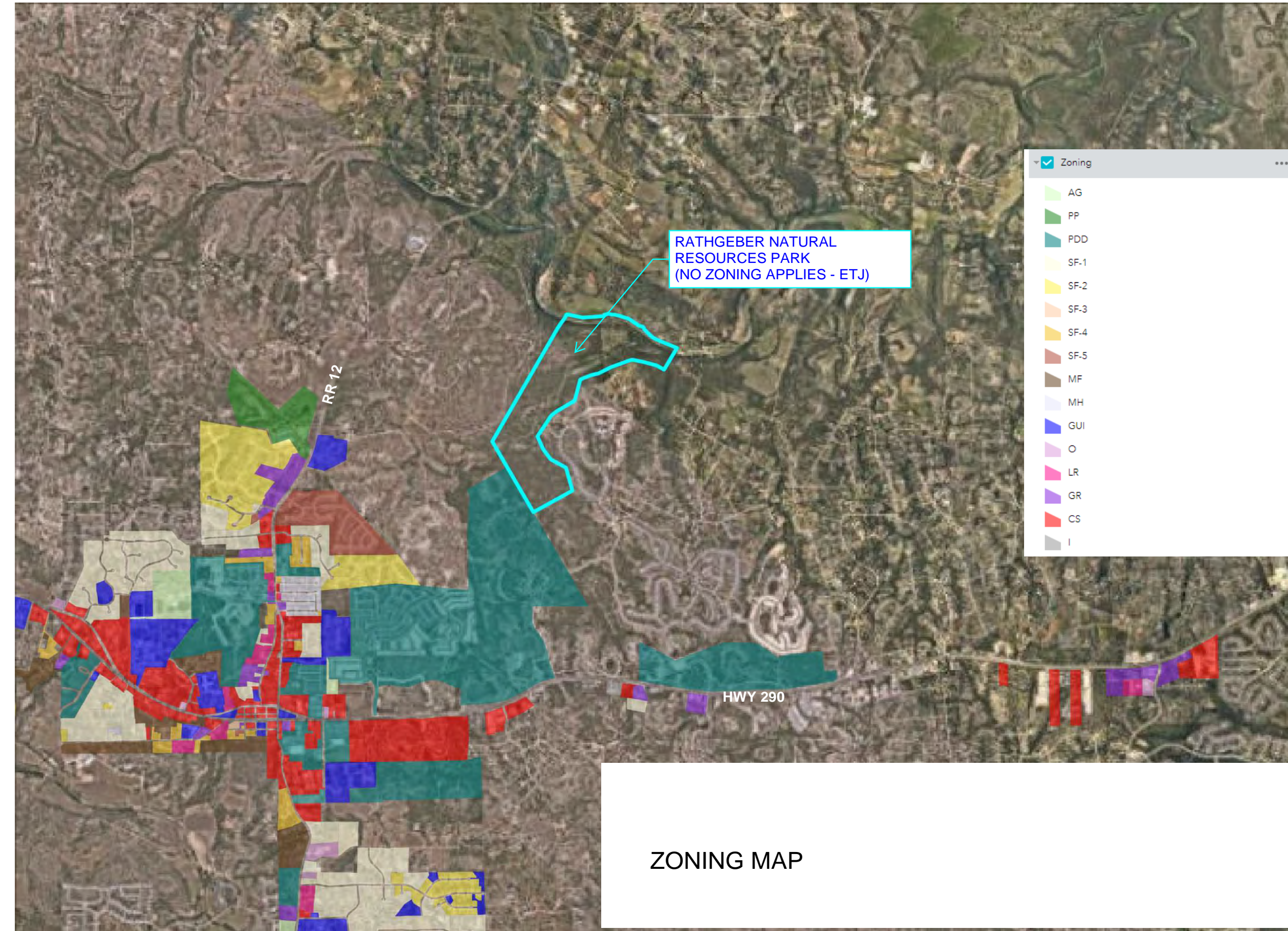
October 2021

This Thoroughfare Plan depicts proposed enhancements to existing roadways and proposed roadways.

Final alignments of proposed roadways will be determined in cooperation with TxDOT, Hays County and its Long Range Transportation Plan, and the subdivision platting process.

* US 290 classification and roadway cross-section to be determined by TxDOT as part of US 290 Corridor Study.





9

COMMUNITY ENGAGEMENT

Public input and engagement was a key component of the planning process for Rathgeber Natural Resource Park. The guiding principles were:

- Provide meaningful information to all stakeholders during the process.
- Engage in two-way communication with a wide range of stakeholders.
- Listen to the desires and priorities of stakeholders.
- Respond openly and honestly to all comments.

The first step related to engagement came in the form of a survey for the City of Dripping Springs staff. The survey was intended to kick off the visioning for the project. After the survey was completed, a client vision workshop was held to further develop the park's vision and values.

Citizens of Dripping Springs and the surrounding area had the opportunity to participate in multiple different opportunities including, pop up events at Christmas on Mercer and Founders Day, two public meetings, and stakeholders workshops. Information about the park was presented at each of these sessions giving guests a chance to learn more about the park. Participants were given the opportunity to answer questions and provide valuable feedback for the final vision plan. In addition to the in-person events, future park-goers could submit comments through the Rathgeber Natural Resource Park project email address or check the City website and social media platforms. All information gained from the community engagement was collected and incorporated into the design of the final Vision Plan creating a truly unique park for the citizens of Dripping Springs and the surrounding region. See Appendix A and B for community engagement data and email correspondence.

PUBLIC MEETING
THURSDAY | DEC. 14, 2023 | 6:30 P.M.
DRIPPING SPRINGS CITY HALL
511 MERCER ST.
DRIPPING SPRINGS, TX 78620

Rathgeber Natural Resource Park

ds
DRIPPING SPRINGS
Texas

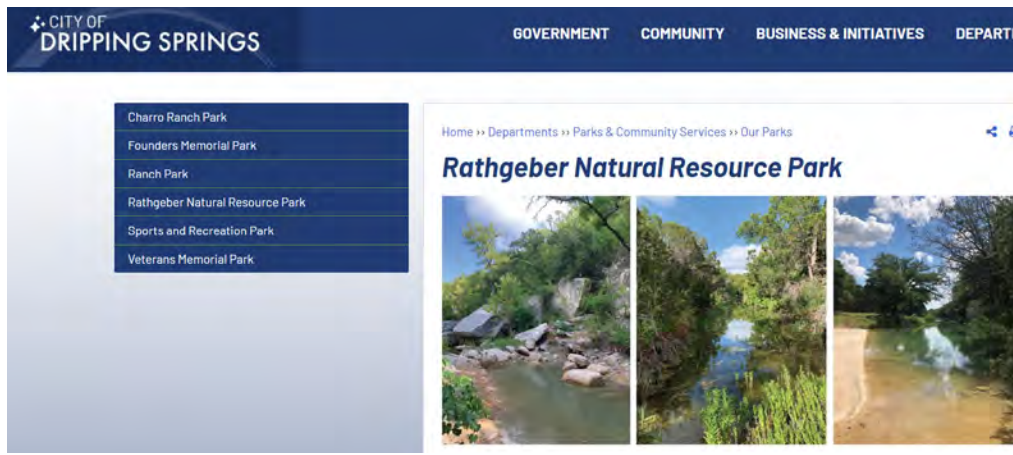
You're invited to a public meeting on Dec. 14, 2023 to discuss the future Rathgeber Natural Resource Park, which will protect 300 acres of pristine Texas Hill Country.

The public meeting will take place from 6:30 - 8 p.m. at City Hall, located at 511 Mercer St., Dripping Springs, TX 78620, and the public is welcome to attend.

The City of Dripping Springs is working with stakeholders and community members to protect the land and resources while allowing the Dripping Springs community and residents of Hays County to passively recreate, immerse in nature, and explore the Texas Night Sky.

The December 14 public meeting will introduce the project team to the public, highlight the park site and its history, and discuss vision and values for the project.

If you have any questions, please feel free to email us at rathgeberpark@gmail.com and we'll get back to you as soon as we can.



RATHGEBER

NATURAL RESOURCE PARK

WITH RVI PLANNING + LANDSCAPE ARCHITECTURE



ds
DRIPPING SPRINGS
Texas

While you are enjoying Christmas at Mercer, please stop by the booth for Rathgeber Natural Resource Park.

CHRISTMAS ON MERCER
SATURDAY, DECEMBER 2
10 A.M. - 5 P.M.
DOWNTOWN DRIPPING SPRINGS

Learn about The City of Dripping Springs' effort to protect 300 acres of pristine Texas Hill Country

PLANNING FOR RATHGEBER NATURAL RESOURCE PARK IS UNDERWAY SO LOCAL RESIDENTS HAVE THE OPPORTUNITY TO PASSIVELY RECREATE, IMMERSE IN NATURE, AND EXPLORE THE TEXAS NIGHT SKY.

A December 14 public meeting at Dripping Springs City Hall will:

- Introduce the project team to the public
- Highlight the park site and its history
- Discuss vision and values for the project

For any questions please contact rathgeberpark@gmail.com.



QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS

Dispersed ----- No Preference ----- Monumental

QUESTION - NATURE ENTHUSIASTS

Observation Points ----- No Preference ----- Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS

Shared ----- Both ----- Separated

QUESTION - LEARNERS

Demonstrative ----- No Preference ----- Self-Guided

QUESTION - HABITATS (CIRCLE ONE)

Uncomfortable ----- or ----- Comfortable



PUBLIC MEETING
MONDAY | MAY 20, 2024 | 6:30 - 8 P.M.
DRIPPING SPRINGS RANCH PARK
1042 EVENT CENTER DR.
DRIPPING SPRINGS, TX 78620

Rathgeber Natural Resource Park

ds
DRIPPING SPRINGS
Texas

You're invited to a public meeting on May 20, 2024 to review and comment on the design concepts for the future Rathgeber Natural Resource Park.

The public meeting will take place from 6:30 to 8 p.m. at Dripping Springs Ranch Park, 1042 Event Center Dr., Dripping Springs, TX 78620.

The City of Dripping Springs is working with stakeholders and community members to protect 300 acres of land while allowing the Dripping Springs community and residents of Hays County to passively recreate, immerse in nature, and explore the Texas Night Sky.

A December 2023 public meeting introduced the project team to the public, highlighted the park site and its history, and discussed the vision and values for the project.

Please feel free to email questions or comments to rathgeberpark@gmail.com.

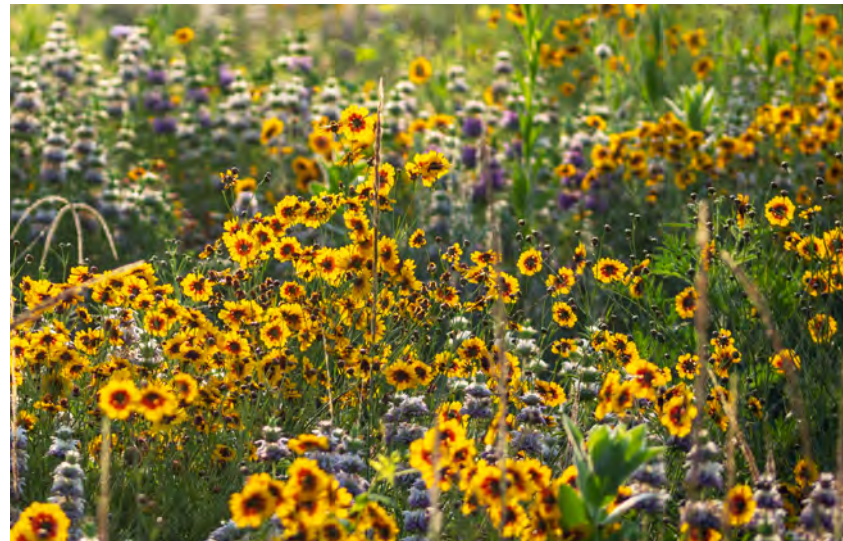




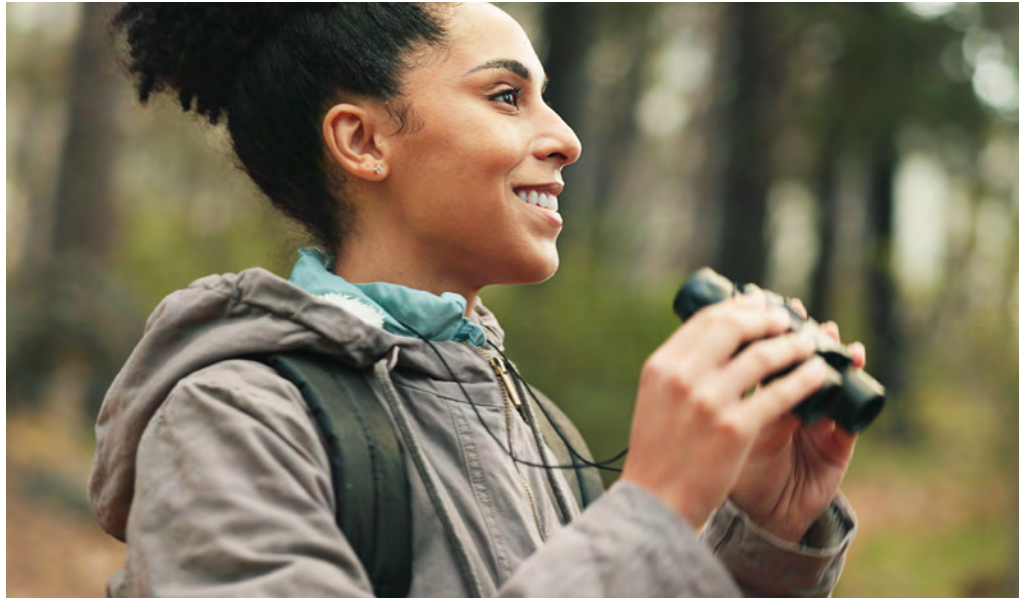
NATURE FOCUSED



BLENDS INTO NATURE AND CELEBRATES IT



PLACE OF DISCOVERY



SHOWCASE THE HISTORY OF THE PARK



HANDS ON EDUCATION



10

PROJECT INSIGHTS

Rathgeber Natural Resource Park is truly a one-of-a-kind location. The park features a multitude of different experiences that all types of users can enjoy. By showcasing each region or "wildzone", Rathgeber Natural Resource Park can become a place of discovery that focuses on and celebrates nature.

The five signature experiences that can be found throughout the park are:

- Wildlife Viewing
- Stewardship
- Education
- Hiking
- Cycling

Visitors can wander on the trails, learn more about plants, stop and listen to bird songs, or even pay it forward by cleaning up the site and becoming stewards of the environment. The park offers guests an opportunity to get into nature and experience it from a whole new perspective.

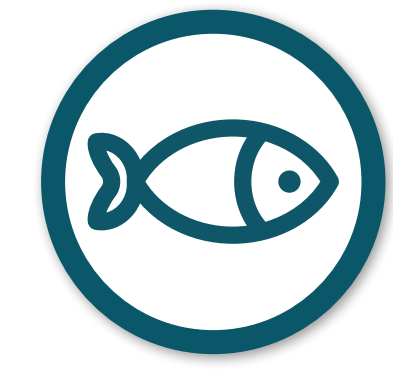


WILDZONES

Home to many different animals and plant species, Rathgeber Natural Resource Park can be categorized as five different areas or wildzones. The wildzones have distinct characteristics and qualities such as animal inhabitants, vegetation type, geofomation, and even microclimate. Rathgeber Natural Resource Park can be divided into the following: Meadows and Prairies, Riparian Edges and Water, Shrubland, Hardwood Lowland, and Ridges and Cliffs. Each wildzone tells a different story of the park but is interconnected by the natural systems at play. The edges blend and blur, creating a unique ecosystem that should be celebrated.



MEADOWS & PRAIRIES -
The meadow and prairie zones can be found in the northern part of Rathgeber Natural Resource Park. These zones encompass large areas of the land. Each meadow or prairie has slight differences that make them unique to the park and one another. Generally, flat or rolling, topography with the main characteristic of the zones being the expansive native grassland with some large specimen hardwood trees. Steep slopes and creeks surround these clearings, giving each an isolated nature and the characteristic of "rooms" within the site.



RIPARIAN & WATER -
This site is the confluence of the two waterways, the Little Barton Creek and the Barton Creek. Because of its ephemeral properties, water is not always physically seen, but can leave behind footprints and tell a story, creating seasonal interest in the zone that changes throughout the year. The creeks and the riparian edges create an important habitat for all kinds of living creatures. This zone is characterized by the creek beds, rock outcrops, and lush vegetation along the banks and floodplain, and buildup of debris along the creek.



JUNIPER & OAK WOODLAND -
The Oak/Juniper Woodlands on the site are located on more gentle slopes, characterized by the dense growth of smaller woody trees or shrubs such as Cedar or Ashe Juniper. Where there is a mix of Ashe Juniper and Live Oak or other hardwoods, such as the areas adjacent to ridges and cliff zones, it may be considered ideal habitat for birds such as the Golden-Cheeked Warbler. Within each zone, the plants vary in density; however where the Juniper is less than 15 feet tall with little or no hardwood and in higher elevations, the likelihood of GCW dramatically decreases and quality lowers. Some areas are more dense while others start to open up, becoming more accessible.



HARDWOOD LOWLAND -
This zone is mainly located near and around Little Barton Creek and Barton Creek. The Hardwood Lowland zone contains large mature trees such as Live Oaks, Cedar Elms, and other understory vegetation, that grow on the banks of the creeks. These groves create excellent shade and coverage from the hot Texas sun and provide refuge for the animals that live in Rathgeber Natural Resource Park. Because of the size and shape of the trees and the less densely packed nature of the area, they become the dominant feature in this wildzone.



RIDGES & CLIFFS -
Located primarily along the creek corridors, Rathgeber Natural Resource Park has many steep areas that form ridges and cliffs. These areas are generally more rocky than the rest of the site, with some woody vegetation growing around the zone. In areas characterized by Ashe Juniper vegetation, high quality GCW habitat is found. Few ridges can be accessed by visitors, creating a unique vantage point to the creek below, while others are completely inaccessible and can only be viewed from a distance. This zone tends to surround the other wildzones, creating a boundary and barrier between each area.



ZONE INVENTORY

Little Barton Creek | Barton Creek | Creekbeds | Large Limestone Boulders | Limestone Rocks | Wildlife | Insect Life | Lush Vegetation | Historic Dam | Concrete Low Water Crossing | Old Dam | Potential Endangered Salamander

KEY FEATURES

Interpretive Education - The riparian edges and creeks of Rathgeber Natural Resource Park offer a unique view into the natural workings of the Texas environment. This area is ideal for hands on education and learning. The creekbeds are especially engaging in the dry summer months where multitudes of animal tracks can be seen as they use the corridor for travel.

Ecological Preservation - Barton Springs and Little Barton Springs is home to many different wildlife and vegetation. Habitat preservation is essential to keeping this park as natural as possible. Water is an important feature on the site and should be preserved for both the park goers and animals alike.

Seasonal Trail Use - The ephemeral nature of the creeks located on the site create an opportunity to explore and learn about the creek during different seasons. Being able to see the workings of the natural system will be a unique opportunity for visitors.



Item # 11.

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WILDZONES: MEADOWS & PRAIRIES



ZONE INVENTORY

Gentle Slopes | Flat Expanses | Grassy Plants | Small Woody Shrubs | Scrub | Wildlife | Insect Life | Grassland | Sporadic or Little Shade | Specimen Trees | Plant Debris

KEY FEATURES

Flat Open Spaces - The most prominent feature of the Meadows and Prairies wildzone is the flat open space. In comparison to the steeper areas of the site, this zone gives users the opportunity to slow down and enjoy the peaceful nature of the site. The prairie vegetation is characterized by grassland plants. Waystations may be built here to provide a rest place for hikers. They should be sited along the tree lines for shade and to blend into the natural environment.

Trails - Because of the gentle slope, this area it is ideal for peripheral secondary trails that allow users to get off the main trail and wander through the zone.

Sight Lines - The openness of this wildzone allows for long sight lines across the expanse, these site lines can be designed to lead people through the park or direct them to another zone or feature. Built habitat structures such as raptor perches, hibernaculum or bird blinds are recommended here.



ZONE INVENTORY

Rolling Topography | Small Woody Plants | Large Shrubs | Small Trees | Golden-Cheeked Warbler | Scrub | Wildlife | Insect Life | Densely Packed Vegetation | Limestone Rocks | Limestone Gravel and Pebbles | Short Grasses | Ashe Juniper Trees | Cedar Trees

KEY FEATURES

Nature Center - The main feature of this zone is the location of the Nature Center. Because of the accessibility, gentle rolling slope, and vegetation cover, this zone creates an opportunity to design a Nature Center that blends into the land and celebrates the nature of the Park.

Important Habitat - This zone is home to many different wildlife species such as deer, turkey, and songbirds. One prominent animal being the Golden-Cheeked Warbler which is federally listed as an endangered species, in order to protect this endangered bird it is important to preserve the high quality habitat in this zone. High quality GCW habitat consists of mature Ashe Juniper in a natural mix of Oaks and Elms. Any development in this zone should occur in areas with Ashe Juniper smaller than 15 feet tall and 6 inches DBH, with little or no hardwood presence. Seasonality of nesting and mating should be considered during construction as well.

Cycling - This zone mainly lies on the edge of Rathgeber Natural Resource Park it can create a unique and varied experience for different cycling and mountain bike riders.



WILDZONES: HARDWOOD LOWLAND



ZONE INVENTORY

Creekbeds | Floodplain | Understory Plants | Small Woody Shrubs | Large Woody Shrubs | Specimen Trees Including Live Oak and Cedar Elm | Wildlife | Insect Life | Shade | Smaller Woody Trees | Rocky Areas Near Creek

KEY FEATURES

Rest Areas - The shaded nature of this zone creates spots within the park that are ideal for respite from the heat during hot summer months in Texas.

Proximity to Creeks - This area is mostly located at or along the creekbeds in the park. It creates a threshold between the water and the rest of the zones, creating a more secluded spot for visitors to enjoy. Where these areas edge more prominent Ashe Juniper and ridges and cliff zones, there is a high likelihood of GCW habitat.

Plant Education - Large mature trees are the prominent feature of this zone. Visitors can get close to these trees with more hands-on and interactive education opportunities.



ZONE INVENTORY

Steep Slopes | Large Limestone Boulders | Smaller Limestone Rocks | Limestone Gravel and Pebbles | Cliff Edges | Wildlife | Insect Life | Less Dense Vegetation | Grassy Plants | Small Scrubby Plants | High Points

KEY FEATURES

Overlooks - Utilizing the steep nature of the Ridges and Cliffs wildzone, overlooks in the park can be created to give visitors views that are otherwise inaccessible. Because most of the park is covered by trees and scrubby vegetations. An overlook would allow users to climb above those plants and see the park from a whole new angle.

Vantage Points - Some ridges in this zone are accessible by the main trail, that goes through the park. Along this trail visitors can stop and look out down to the creek below.

Geological and Bird Education - Ridges and Cliffs are a byproduct of the natural systems that work throughout Rathgeber Natural Resource Park. Because ridges can be easily distinguished it creates a natural opportunity to teach visitors about the geology of Rathgeber and how it came to be. Where these areas edge more prominent Ashe Juniper and riparian hardwood zones, there is high likelihood of GCW habitat.



Item # 11.

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USER GROUPS AND MODES

Rathgeber Natural Resource Park can be used by many different people and users. These include the wanderers, nature enthusiasts, active adventure seekers, learners, and even the wildlife that lives in the park. Each user has its own unique set of wants and needs that are accommodated in the signature experiences that will happen throughout the park. Each experience is designed to draw in these users, creating a one-of-a-kind destination for all who come and enjoy the natural beauty of the Texas Hill Country.

Wanderers: Exploring, Art Viewing, Picnicking...

NATURE ENTHUSIASTS: Birders, Master Naturalists, Foragers, Stargazers...

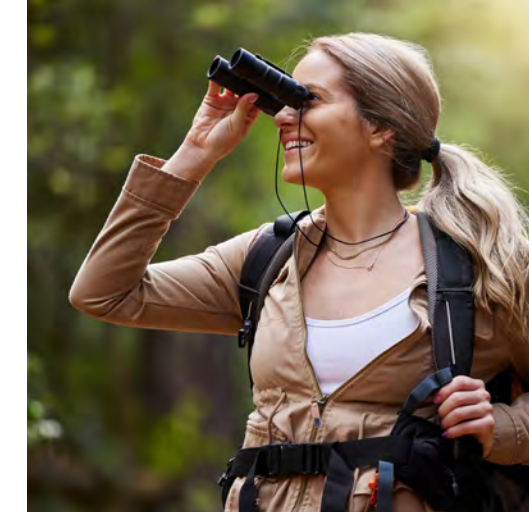
ACTIVE ADVENTURE SEEKERS: Hikers, Trail Runners, Exercise, Cyclist...

Learners: School Groups, Scouts, Adult Learner's, Researchers...

Habitats: Golden Cheek Warbler, Natural Systems, Riparian and Water Corridor...

SIGNATURE EXPERIENCES

Item # 11.



WILDLIFE VIEWING -

The Hill Country is full of a diverse array of species that are thriving in the Texas landscape. Rathgeber Natural Resource Park is no different. Here, the park becomes a haven for wildlife enthusiasts, offering both curated viewing experiences and spontaneous opportunities. Guests will be able to potentially spot a white-tailed deer running through the shrubland, turtles basking in the sun, and raptors like the red-tailed hawk flying through the air. Throughout the park, wildlife viewing opportunities will be integrated into the design to create both habitats for humans and animals alike.



STEWARDSHIP -

Users of the park, have a responsibility to the nature that inhabits the area. In order to uphold the vision of Rathgeber Natural Resource Park, visitors must become stewards of the land and take ownership to ensure the park stays pristine and preserved for all generations. Park-goers will have the opportunity to get involved and to educate themselves on the different ways they can help the park and help make sure the area thrives. Whether it's replanting trees, picking up trash, or just learning more about the ecosystem, visitors can preserve the park in many ways by fostering a deeper understanding of the natural systems of the landscape.



EDUCATION -

Nestled in the landscape of the park, the main education resource is the Nature Center. This becomes a hub for park-goers and the first stop on the educational journey of Rathgeber Natural Resource Park. Visitors here can learn from the exhibits or they can participate in classes. Outdoor classrooms around the center also offer unique spaces to learn about something new. The next education opportunities happen along the trails and various locations throughout the park. Guests can stop at spots with integrated, interpretive, and interactive educational elements. The park also has hands-on learning opportunities.



HIKING-

The trails at Rathgeber Natural Resource Park take the user on a journey throughout the different wildzones. This journey starts at the trailhead near the Nature Center and winds throughout the rolling landscape of the park. Walkers of all abilities will experience the sights and sounds of nature while enjoying the meditative process of hiking. For the more experienced hiker, different trails offer more advanced opportunities to explore the park. Mindful visitors can wander off the beaten path onto secondary trails to discover new things in the ever-changing Texas landscape.



CYCLING -

For the active adventure seekers, mountain bikers can ride their way through Rathgeber Natural Resource Park on designated trails. This gives visitors an immersive experience and allows them to connect with nature in a more dynamic way. Riders will cycle through the different wildzones and experience the park through a quick, fast-paced succession. As the landscape rushes by the cyclist, new sights, smells, and sounds will reveal themselves to the riders in a unique way.

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PARK VISION PLAN

Rathgeber Natural Resource Park requires a thoughtfully planned design that showcases and preserves the natural beauty of the land, offers visitors recreational opportunities that are accessible to the public, and educates them on the importance of the landscape and wildlife that thrive in this area.

Through park identity and branding, trails and circulation, key locations, sustainability and resilience, and engineering considerations, all of these planning values of the park are achieved.

Each of these aspects embodies the vision statement, *"An engaging nature park that inspires people to connect with the wild Texas Hill Country"* in order to create a cohesive design that becomes the icon of Dripping Springs, Texas, and beyond.



Item # 11.

PARK PRECEDENTS: SHIELD RANCH

CENTRAL TEXAS

Shield Ranch is a 37,000-acre sustainably managed land in Central and West Texas. The ranch has been owned and operated by the Shield/Ayres/Bowen family since 1938. Early in the operation, the Shields family implemented programs to improve the land for livestock and wildlife. Over the years, the land became linked through conservation easements with the Nature Conservancy of Austin.

Today Shields Ranch is hosts to summer camps and other programs designed to educate visitors about the beauty of nature and the outdoors. They promote stewardship of wildlife and land, participate in research, and protect the Texas landscape.

Shield Ranch is committed to preserving nature, providing a sanctuary for the visitors of the ranch as well as the wildlife that lives there, and creating a community for both people and nature to live in and enjoy.

KEY CONSIDERATIONS

- SITES Gold certified under the Sustainable SITES Initiative
- Conservation and protection of the land and wildlife
- Stewards to the natural habitat and resources of the park
- Innovative sustainable design that utilizes the natural resources and renewable energy including:
 - It has the first public water system approved for construction by the Texas Commission on Environmental Quality (TCEQ) that relies entirely on rainwater.
 - The first on site septic facility permitted by Travis County and TCEQ to use evaporative toilets.
- Diverse range of educational programs and activities that reach underprivileged visitors and teach them the value of the outdoors
- Create connections between people, animals, and nature to form one cohesive community
- Honor the history and past of the land
- Design enhances the beauty of the site and does not distract from the existing landscape

THINGS NOT TO CONSIDER

- Use of concrete and galvanized material is long lasting and resilient, but creates an industrial aesthetic - Rathgeber should have a warmer feel
- Concentration of activities in one area - Explore key locations throughout Rathgeber to have activities
- Formal hotel like camp events

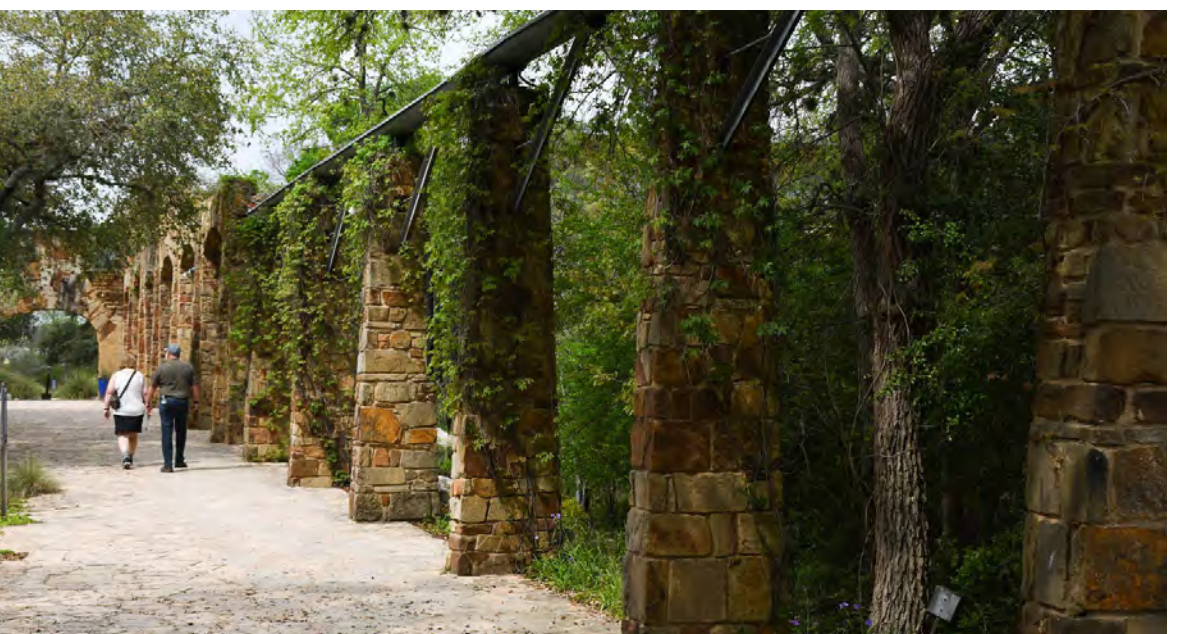
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(LOW-IMPACT) RECREATION	<div style="width: 20px; height: 20px; background-color: #008080;"></div>	<div style="width: 20px; height: 20px; background-color: #008080;"></div>	<div style="width: 20px; height: 20px; background-color: #008080;"></div>	<div style="width: 20px; height: 20px; background-color: #008080;"></div>
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(ECOSYSTEM) HARMONY	<div style="width: 20px; height: 20px; background-color: #008080;"></div>	<div style="width: 20px; height: 20px; background-color: #008080;"></div>	<div style="width: 20px; height: 20px; background-color: #008080;"></div>	<div style="width: 20px; height: 20px; background-color: #FFFFFF;"></div>



PARK PRECEDENTS: LADY BIRD JOHNSON WILDFLOWER CENTER

AUSTIN, TEXAS



The Lady Bird Johnson Wildflower Center was founded in 1982 by Lady Bird Johnson and Helen Hayes. The center's main focus is to create landscapes that utilize Central Texas native plants in a cohesive experience. Their focus is to conserve and protect plants of Texas through research, education, and outreach.

The gardens cover 284 acres and feature over 1,000 species of plants. This area is home to a diverse range of animals, insects, and birds.

A main focus of The Lady Bird Johnson Wildflower Center is sustainability. The center collects rainwater on-site, utilizes low-flow irrigation systems, uses local materials, and generates its own power through the use of solar arrays.

The Wildflower Center is dedicated to the education of its visitors and continued research into different plant species, plant enhancements, and sustainable practices. The Lady Bird Johnson Wildflower Center is committed to the conservation and enjoyment of the Texas landscape.

KEY CONSIDERATIONS

- Use of materials native to the region in innovative ways
- Use of native plant material throughout the landscape
- Environmentally focused and dedicated to sustainability
- Harvesting of on site materials and rainwater
- Dedicated to research and educational outreach
- Provides a variety of different experiences throughout the center with a variety of vantage points
- Provide seasonal events such as luminaries, Fortlandia, interactive art exhibits, and light shows

THINGS NOT TO CONSIDER

- Overall formal feel to the gardens throughout the site
- Formal and geometric pathways conflict with the nature of Rathgeber Natural Resource Park

PLANNING VALUE RATING

(ENVIRONMENTAL) PRESERVATION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(LOW-IMPACT) RECREATION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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(ECOSYSTEM) HARMONY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PARK PRECEDENTS: CIBOLO NATURE CENTER AND FARM

BOERNE, TEXAS

In 1988, Carolyn Chipman Evens and her husband Brent Evens worked with the City of Boerne, Texas, to create a conservation area of Cibolo Creek. In the following years, the conservation area began to grow with the purchase of Herff Farm. The nature center, and farm offer visitors access to the outdoors, trails, an education center, community gardens, and farmers markets.

The Cibolo Nature Center and Farm is dedicated to protecting the land, fostering stewardship and connection to nature and community. The education center and conservation area is nestled in the rolling hills of the Texas Hill Country, giving visitors a chance to explore the beauty of nature.

This area features a variety of different activities and experiences for guests of all kinds. Visitors can hike along the creek or other walking trails with ADA options, discover real dinosaur tracks, picnic, bird-watch, and discover other wildlife. The Cibolo Nature Center gives guests a diverse and unique outdoor experience.

KEY CONSIDERATIONS

- Provide educational programs and workshops for both adults and children
- Offers a variety of experiences for different ages and different disabilities
- Honors the history of the site by highlighting key historical aspects such as a working farm or dinosaur tracks
- Protects and conserves the landscape and wildlife
- Provides cultural events such as outdoor concerts to bring the community together
- Home to a weather station - offering an interesting aspect of science to learn about

THINGS NOT TO CONSIDER

- Farmstead is not fully integrated into nature preserve
- The learning center offers supplemental educational material to be brought while exploring the site - Explore integration of information into the park itself

PLANNING VALUE RATING

(ENVIRONMENTAL) PRESERVATION				
(LOW-IMPACT) RECREATION				
(RESOURCE) EDUCATION				
(EQUITABLE) ACCESSIBILITY				
(ECOSYSTEM) HARMONY				

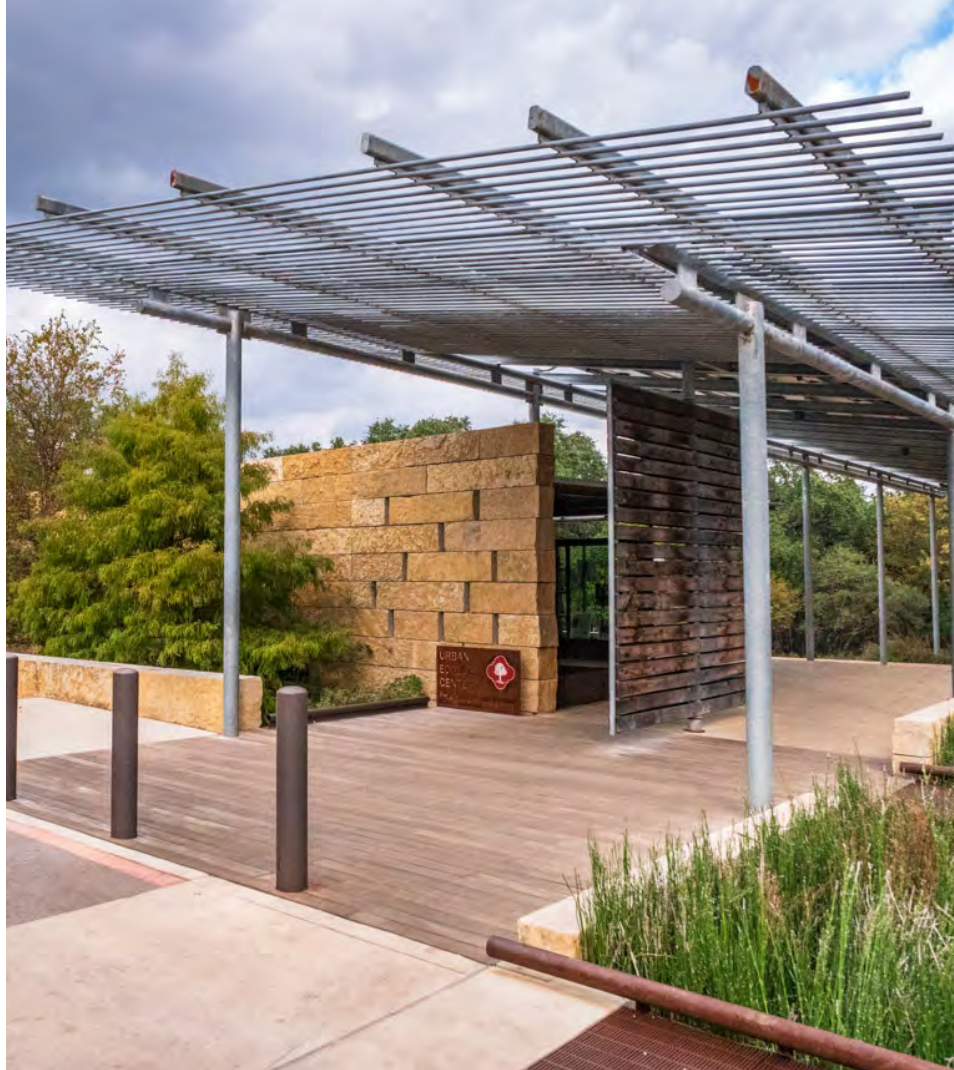


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PARK PRECEDENTS: PHIL HARDBERGER PARK CONSERVANCY

SAN ANTONIO, TEXAS



Phil Hardberger Park is an 311-acre park separated by highway and connected by a land bridge. The park acts as a nature and wildlife area. Its goal is to preserve, restore, and educate about nature and wildlife. The park offers a wide range of activities including, basketball courts, playgrounds, educational hot spots, a butterfly garden, learning centers, art, hiking trails, overlooks, and wetlands.

The LEED-certified, Urban Ecology Center was created with materials native to the park. The Ecology Center and the park offer a wide variety of educational programs, events, and key features throughout the area. Some of these features include a geology trail and pit, educational art installations, butterfly learning gardens, children's vegetable garden, historic homestead, and various educational programs through the ecology center.

The park offers visitors a multifaceted experience that is appealing to all ages, groups, and abilities of people.

KEY CONSIDERATIONS

- Protect animals by creating a wildlife corridor over a busy highway
- Multiple parks ranging from traditional play grounds to native play to open fields
- "Borrow Pit" is a dug out area of the park that creates a unique micro-climate and allows visitors to see the geological layers that make up the park
- Educational demonstration gardens for native plants
- "Wildscape" restoration and conservation of native habitat in rural and urban areas
- Bird habitats and water sources

THINGS NOT TO CONSIDER

- Dissected by a major road
- Two separate areas of the park
- Overall more integration of formal activities like playgrounds and dog parks into the native habitat

PLANNING VALUE RATING

(ENVIRONMENTAL) PRESERVATION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(LOW-IMPACT) RECREATION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(RESOURCE) EDUCATION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(EQUITABLE) ACCESSIBILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(ECOSYSTEM) HARMONY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PARK IDENTITY AND BRANDING

Rathgeber Natural Resource Park invites people to connect with the outdoors by offering environmental preservation, resource education, equitable accessibility, and low-impact recreation. With identity and branding, the park can embody these planning values by using natural materials, focusing on adventure and wonder, and encouraging people to unplug. Through intentional signage and educational resources placed throughout the park, visitors will be led on a journey of discovery. Park signage will be designed in a way that harmonizes with nature, and does not distract from it. By using raw and natural materials with specific placement of color that is native to the site, the signage will help focus the information presented and provide a clearer picture to park-goers. Signage and other branding opportunities will encourage people to come to the park, by focusing on the adventure and wonder aspects that can draw people in. Once at the park, visitors will have the chance to unplug and be within nature. A consistent color palette and design language will be used throughout the park creating a cohesive identity and turning the park into an icon for Dripping Springs.



NATURE FOCUSED-

Rathgeber Natural Resource Park is focused on the natural environment that makes the park so special. This becomes part of the park's identity by incorporating natural materials into all aspects of the built environment within the park. Reused materials can further highlight the natural beauty found at the site. Light colors that can be found at the site are used to complement the earthy colors of the native material. Using these types of materials helps to celebrate Rathgeber Natural Resource Park.



ADVENTURE -

The Texas landscape can offer an experience of adventure to park-goers. Rathgeber Natural Resource Park's identity and branding will clearly delineate areas of active use, whether that be a mountain biking trail or an unexplored part of the park. Park branding such as trail signs and trail markers, can utilize a difficulty rating system to keep visitors safe and on the right path.



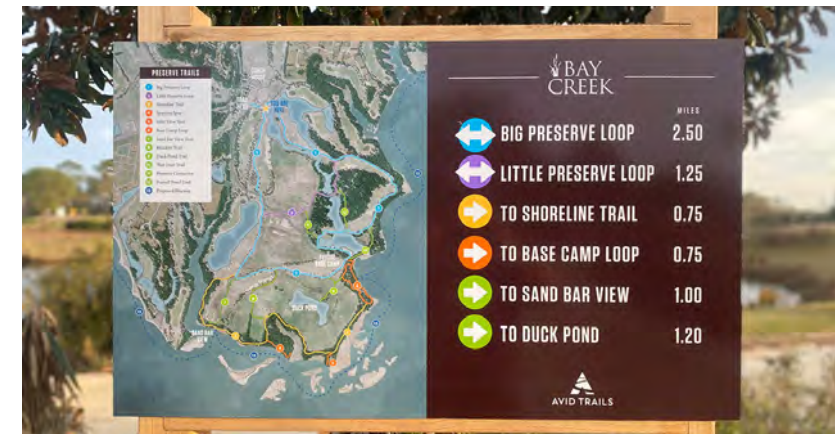
WONDER -

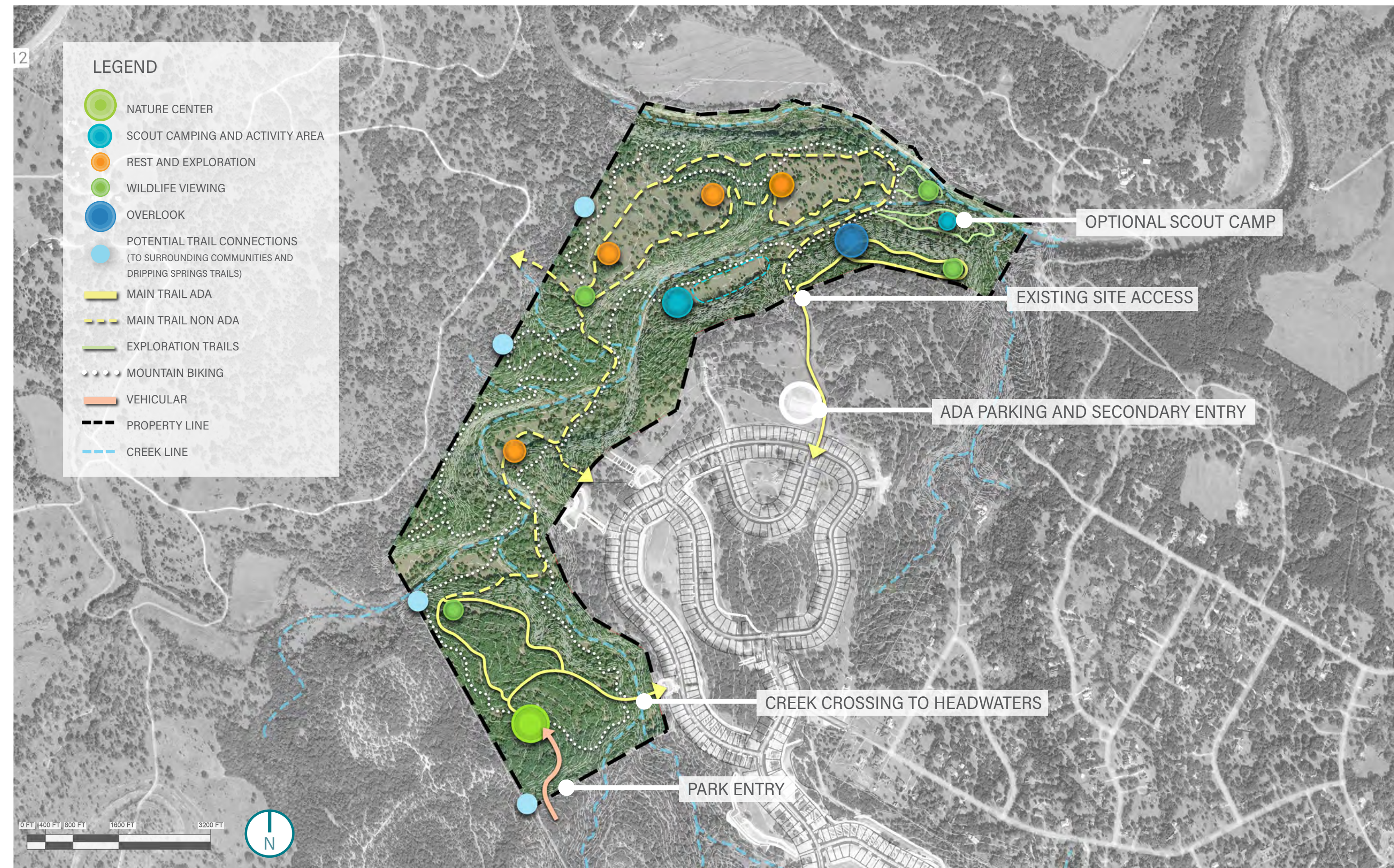
As described in the park's planning values, education becomes a very important service of the site. With park branding and identity, we can instill a sense of wonder through showcasing different educational aspects found at the park. By highlighting points of interest such as prairie plants or Barton Creek and incorporating them into artwork or signage, we can encourage people to go out and discover everything they can about the park.



UNPLUG -

Emphasizing the outdoors Rathgeber Natural Resource Park encourages people to get up close and engage with the park around them. Park branding and identity will focus on the natural environment by providing educational information about the area. Clear signage and wayfinding will ensure public safety as they navigate the park's trails. Although branding is nature-focused there will still be opportunities throughout the park in key locations to recharge phones in case of emergency.





PARK OVERALL PLAN AND NEEDS ASSESSMENT

Rathgeber Natural Resource Park offers many recreational opportunities that begin at the Nature Center and circulate through the park. These include trails and creek crossings, rest and exploration stations, wildlife viewing areas, and an observation deck. The trail system offers a variety of paths, including accessible routes, shared use, bike paths, and nature trails. Park amenities have been categorized into three groups based on priority, need, constructibility, cost, and insights gained from public input.

HIGH PRIORITY

Amenity (Ordered By Priority)

- Park Infrastructure (Entry Road, Parking, Utilities, Lighting)

- Green Infrastructure (Solar, Water Harvesting, Re-used Material)

- Nature and Learning Center (Restroom, Event Space, Open Air Pavilion/Flex Space, and Outdoor Learning Environments - Multi-use and Play)

- Waypoint Structures

- Trails (Hiking, shared, Accessible and Bike)

- Scout Camp

- Signage and Wayfinding

SECONDARY PRIORITY

Amenity (Ordered By Priority)

- Wildlife Viewing Opportunities

- Constructed Wildlife Habitat (Raptor Perches, Hibernaculum, Bird Houses, Bat Houses, Etc)

- Outdoor Gathering Space

- Overlook at Confluence

- Picnic Areas

TERTIARY PRIORITY

Amenity (Ordered By Priority)

- Demonstration Gardens/Plant Areas (Pollinator Gardes, Community Gardens, Research Gardens, Etc)

- Small Amphitheater

- Telescope Pads

- Hammock Grove

- Public Art

- Archery

- Disk Golf

- Wash and Fix It Station for Bikes

- Exercise Equipment

CIRCULATION



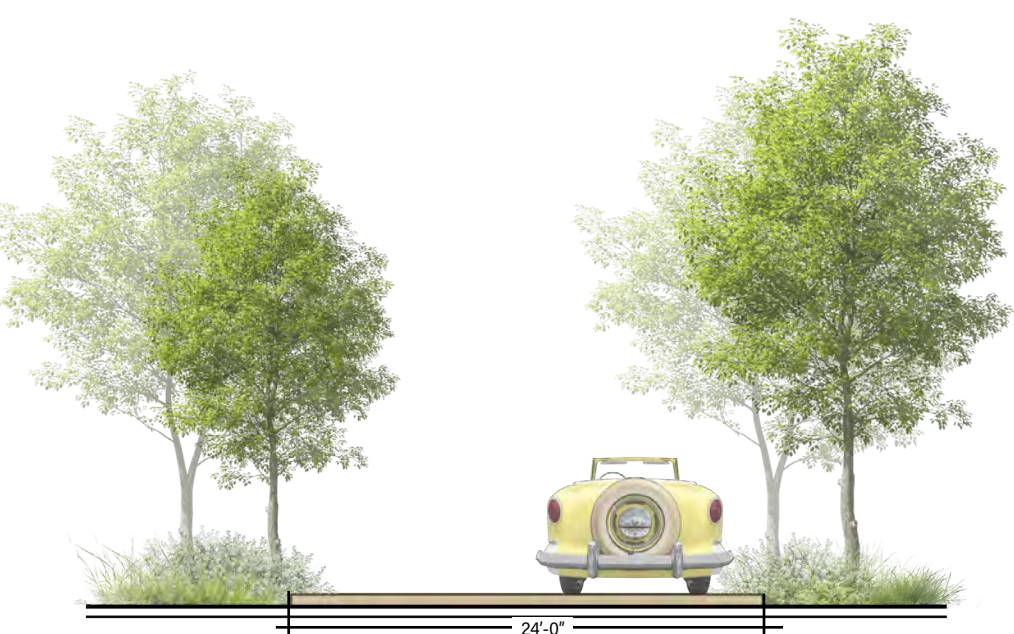
PEDESTRIAN - ADA and NON-ADA TRAILS

SHARED USE TRAILS AT SELECT LOCATIONS



CYCLING TRAIL

EXPLORATORY TRAIL



VEHICULAR

Rathgeber Natural Resource Park gives visitors a layered experience through the various trails that traverse the site. For the more casual hiker, the main ADA trail offers an easier, more gentle experience. If users want more of a challenge they can venture off and wander the non-ADA trail that continues throughout the park. The exploratory trails are intended to let hikers explore the more secluded areas of the park. Mountain bike trails give visitors the opportunity to ride on a separated path. To minimize road infrastructure, primary vehicular access is reserved for only the southern entrance to the Nature Center, and a small parking/emergency access point on the northern end of the park. Disturbance width of any trail within GCW habitat should be minimal, and make all efforts to keep overhead canopy intact. Maximum disturbance width within habitat should never be more than 16 feet wide.





KEY LOCATIONS



WILDLIFE VIEWING -
 Located in secluded areas just off the main trail, Rathgeber Natural Resource Park will feature various animal viewing hot spots including both built structures and deviations along the trail. With a quiet step and a little luck, visitors will be able to view birds perching on nearby trees or watch a porcupine scurry across the path. Each site will feature seasonal educational information that aims to teach guests about the ever-changing ecosystem of Rathgeber Natural Resource Park. These areas may also include built habitat structures and viewing benches or blinds. Throughout the year, park-goers can explore each location and discover new animals or just enjoy the soothing sounds of nature.



OBSERVATION DECK -
 On the northern part of the site, park-goers will be able to experience the park from a whole new vantage point at the Observation Deck. This deck reaches out above the trees and allows visitors to see over the canopy, a unique view of Barton Creek and the landscape beyond. With the addition of the observation deck, park-goers can access and view areas of the site that are challenging or inaccessible due to topography or dense vegetation. The deck should use the same architectural vocabulary as the Nature Center to create a visual connection between the north and south sides of the park.



REST AND EXPLORATION -
 In the park, visitors will have the opportunity to rest after a long hike or learn more about the world around them. In addition to seating areas, the park will feature four small open-air structures. Each rest point will double as an educational opportunity, featuring a different aspect that can be found locally within the park or even outside of its own boundaries. Below is a list of educational opportunities that could be found:

- Creek Exploration - See the flow of the creeks and the animals that live there.
- Flora and Geo Exploration - Learn all about the different plants and landforms.
- History Exploration - Discover ancient and modern history
- Sky Exploration - Investigate the worlds and stars beyond.



CAMPING-
 At Rathgeber Natural Resource Park, people of all ages have the opportunity to experience and learn about the Texas Hill Country through primitive camping sites. Campers will have the opportunity to fully engage with the natural world around them and get a personal look at the natural systems that make up the park. Here campers can become fully immersed in the site both day and night. This site offers a reserved space for campers to come to a local destination that is easy to access and will keep kids and parents coming back to the park to learn and explore.



PARK ENTRANCE AND NATURE CENTER-
 The Nature Center serves as the main source of activity at the park. Here, visitors are welcomed into the landscape and are able to explore the center and its surroundings before branching off into the rest of the site. Guests will be able to park here and start their journey to discovering Rathgeber Natural Resource Park by either starting off at the trailhead or checking out the latest exhibit. The Nature Center will include rooms for exhibits, outdoor and indoor classrooms, natural play areas, an amphitheater, and picnic locations.

WILDLIFE VIEWING: THE BATS AND THE BEES

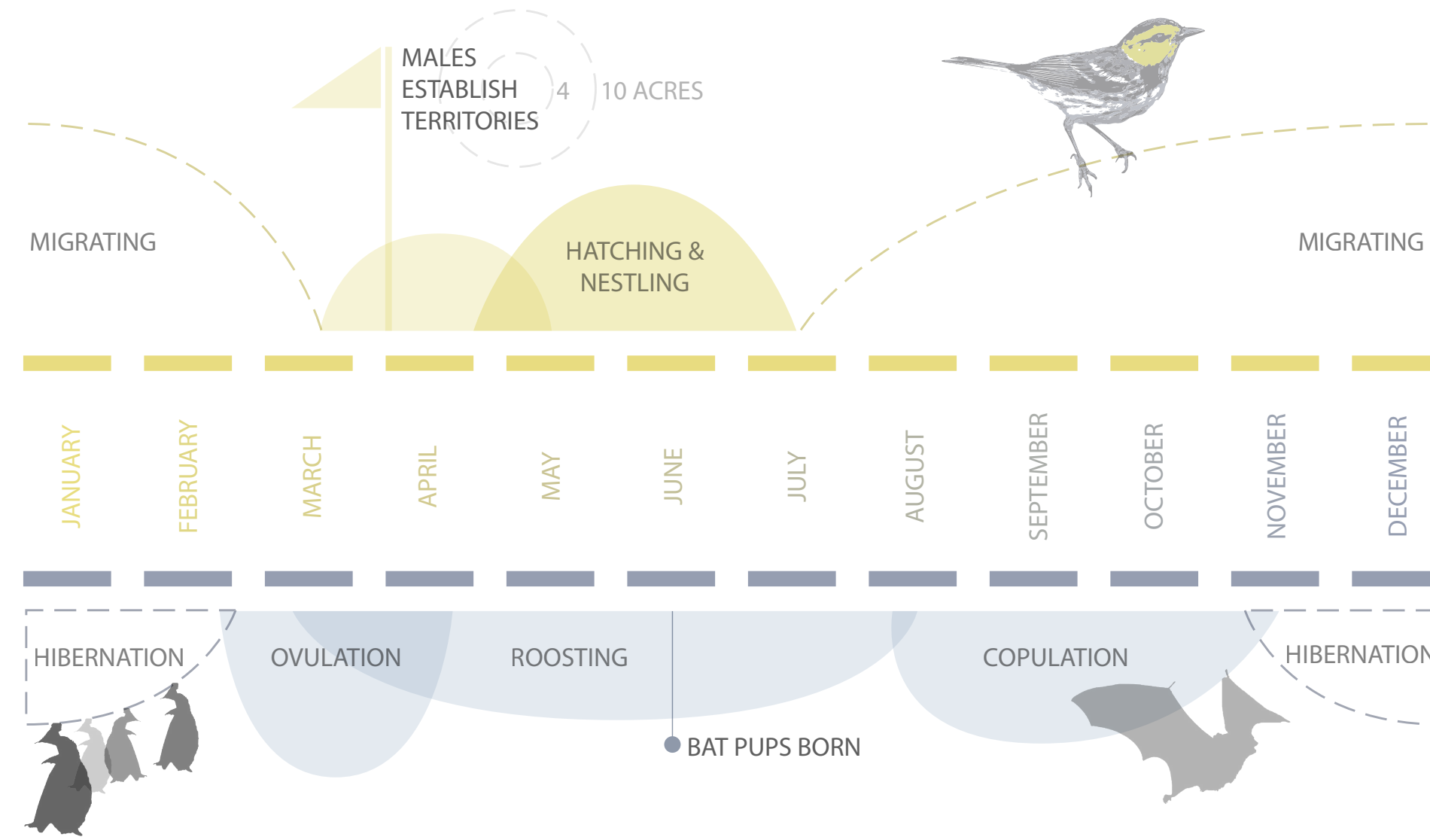


Rathgeber Natural Resource Park has an opportunity to provide built habitat structures for many native species. One is the notable Golden-Cheeked Warbler (*Setophaga chrysoparia*), and the other is the elusive tricolored bat (*Perimyotis subflavus*). The regional map to the right explores our site in relation to mapped habitat of both species.

Four concluding ideas from this preliminary study include 1) Maintaining and increasing the density of juniper-oak woodlands while minimizing edge effects, 2) creating alternative bat habitat through culvert design and hanging dry leaf bags, 3) Creating of insect habitat around water sources, which will provide amplified food opportunities for the Tricolored bat, and support greater food for arachnid populations, of which the golden cheked warbler relies, and 4) increasing caterpillar host plants, as caterpillars are the greatest source of caloric intake for most avian species.

Tricolored bats have been found to roost in live and dead leaf clusters of deciduous hardwood trees, Spanish Moss, and lichen. They may take roost in artificial dens such as barns, porch roofs, bridges, and concrete bunkers. Females return to their roosting locations annually and in colonies, while males prefer solitary roosting locations. Foraging locations mostly happen over water ways and forest edges.

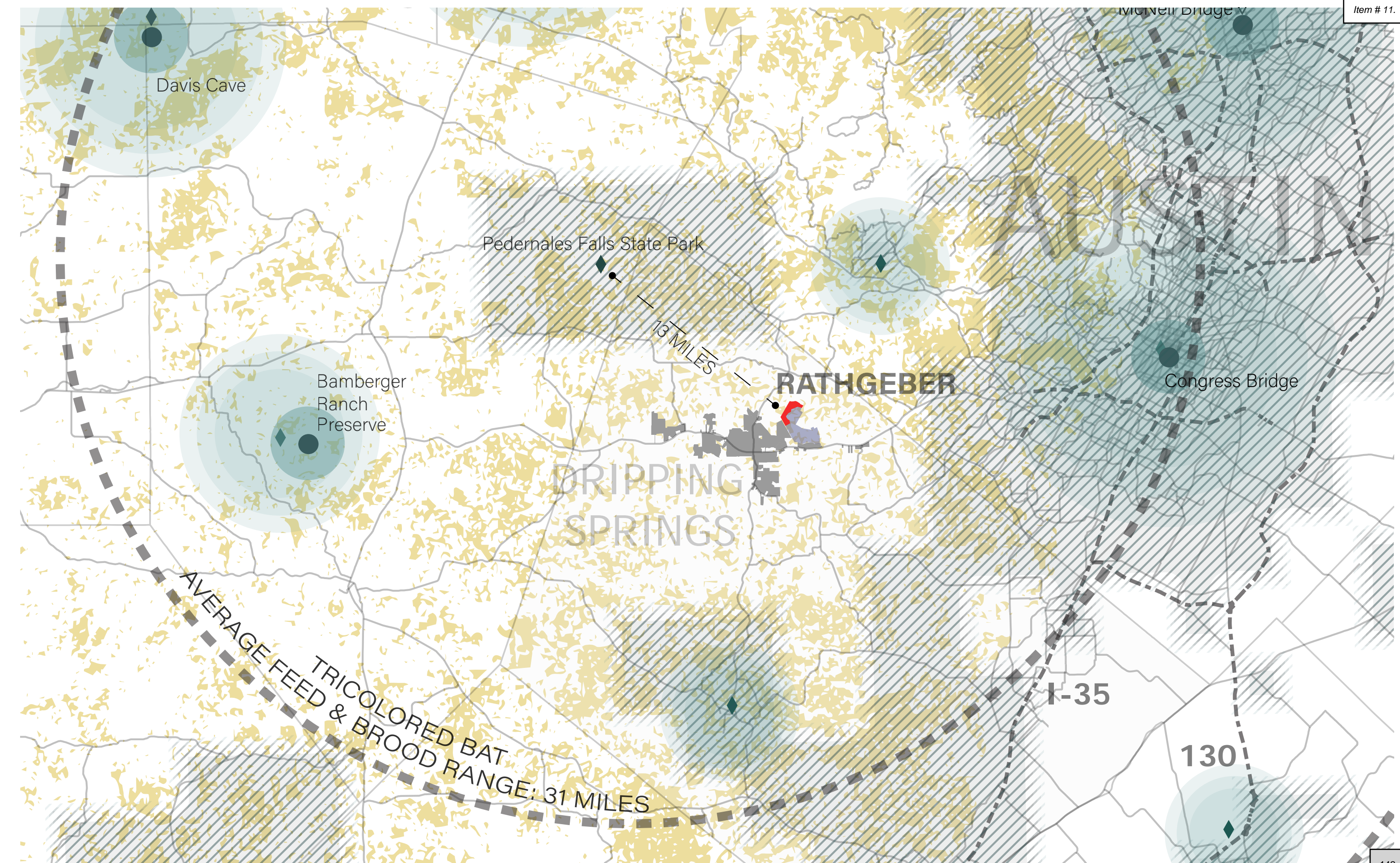
The tricolored bat prefers internal roosts that act as climatic buffers which maintain warmer temperatures at night, and cooler temperatures during the day. Concrete bridges and culverts mimic these ambient climates. Not only do they provide protection, but usually allow proximity to foraging areas. Studies have shown the Tricolored bat prefers a parallel box beam & prestressed girder type bridges for the width of gaps necessary for hanging.



Golden-Cheek Warblers migrate to Texas in mid march to nest and raise their young and leave mid-July to spend their winters in Mexico.

Solely relying on the mixed Ashe juniper and oak woodlands for nest building and shelter, they've seen their viable habitat options dwindle by 42% with the continuous development of the central and southern Texas region. Increased fragmentation and edge effects have negatively affected the nest survival rates, as mesopredators and parasitic species thrive in these environments. Currently, the preservation of continuous mature juniper-oak woodlands is the only factor which increases nest success.

Studies have shown the earlier these songbirds construct their nests, the better likelihood of nest survival rates, and female residence.



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AVIAN HABITAT -

Increasing avian populations on site is as simple as providing ample nesting habitat and feeding opportunities. One current practice to provide engaging viewing opportunities is by placing a feeding tray between trees in dense canopy areas. The proximity of a food source in safe, elevated, and sheltered areas increases the likelihood of winged visitors, as you can watch them swoop in groups and perch on the feeding station.

Another abstract opportunity is by creating material boxes, where visitors can deposit straw, bark, and string into open mesh containers dispersed in the area. This gives birds incentive to frequent the site, and construct habitat nearby. A current theory from our team is by filling these boxes with Ashe Juniper bark, the Golden-Cheeked Warbler may see an increased success rate in nest construction if there are reduced numbers of juniper Ashe species in the area.

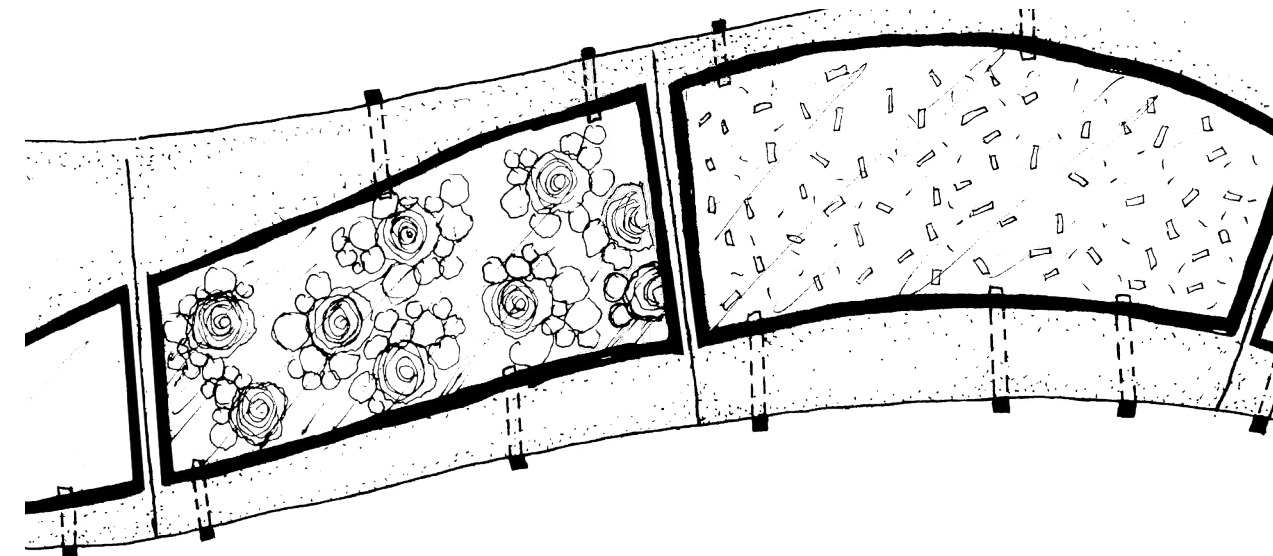
BAT HABITAT -

After extensive review of articles surrounding the tricolored bat, two habitat alternatives can be proposed. One replicates concrete bridge joints. Bats tend to visit bridges and culverts because of the thermoregulation they offer during both day and night times. They provide safe habitats for female bats to hibernate and roost in the absence of cave structures. Materials may include lightweight, precast concrete with a textured "ceiling" to improve grip, size and depth of the compartment may vary depending on species.

Male bats however prefer to roost in smaller colonies, or even independently in the leaf clusters of trees, sometimes making use of abandoned squirrel nests. Creating woven boxes filled with leaves may broaden male bat roosting options, while increasing their safety from predators. The bat roost above is an example design of such habitat, and may be made by visitors.

STRUCTURED VIEWING -

Another wildlife viewing opportunity in Rathgeber Natural Resource Park is to create structured areas like bird blinds or raptor perches. These blinds would be located in secluded areas with denser vegetation to increase the chances of seeing different animals in their natural habitat. To create the best environment for this, the structures will need to blend into the background and not stand out in a distracting way. The hidden nature of the design also gives visitors a chance to sit quietly so wildlife will feel safe and secure in the area. A loud, disruptive space will drive away any animals and ruin the experience. Viewers will be positioned behind a screen that allows them to be concealed from sight, with small open panels that act as windows to view the nature on the other side. Nature enthusiasts, wildlife photographers, and curious park-goers alike can all use these structures to learn more about the world around them.

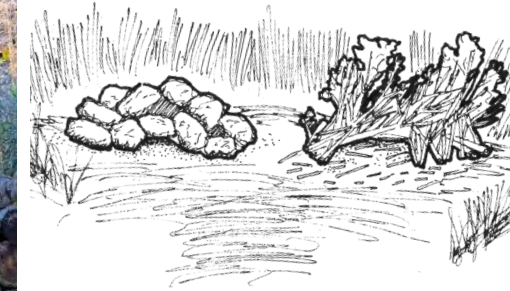


PROPAGATION STATIONS-

To encourage more wildlife to come to the park, choosing the right plants will attract diversity from insects and animals alike. Propagation stations distributed throughout the site can give viewers a more intimate opportunity to learn about the native species of the Blackland Prairie ecosystem, and provide visitors reasons to return to the park as seedlings are transplanted on site to more permanent locations, showcasing an ever-changing environment. These stations would be categorized into different plant groups so guests can learn more about them and understand the benefits they bring to the park. Each section of the propagation station would be dedicated to growing one plant from seedling to sprout and moving it to other parts of the park to continue its journey. Informational signage would be posted, and guests could even participate in the planting, growing, and transplanting of the vegetation to get a more hands-on experience.

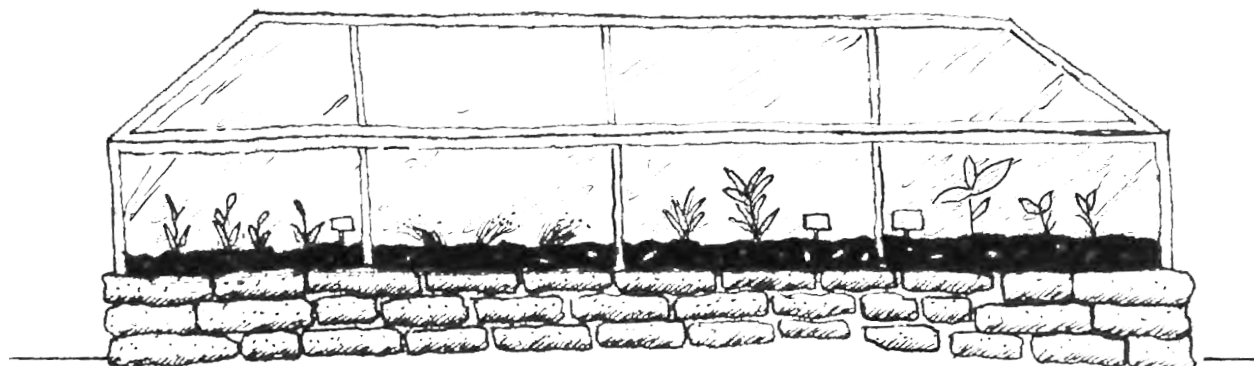
ANIMAL HABITAT -

Options for increasing wildlife habitat at the park are as simple as creating rock and brush piles, as many animals are competing for basic natural shelter with rising displacement by development. A simple and sustainable solution would be to relocate demolished material existing on site and create small habitat piles, that can grow and change as the animals begin to use them. Another opportunity is to use cleared brush piles in strategic areas away from direct human contact. Providing animal habitat opportunities away from populated areas can also prevent undesired human-species interactions, by providing animals and humans with their own boundaries for safety. Creating more habitat spaces at Rathgeber Natural Resource Park could increase the chances of park-goers seeing wildlife in the area.



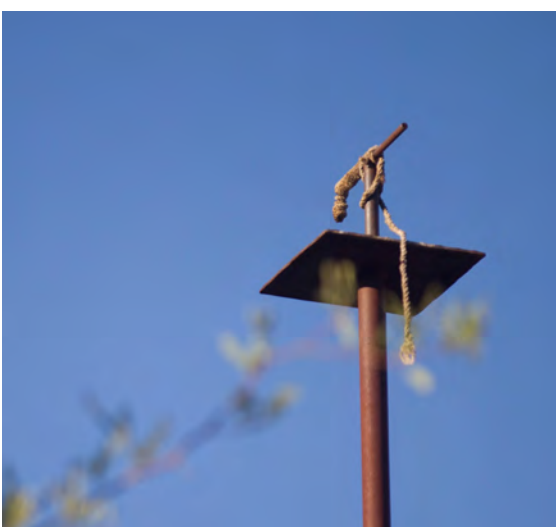
INSECT VIEWING -

Encouraging wildlife populations, like bats and birds, also means providing increased food sources. Creating insect habitats can replicate natural patterns such as stacked logs or brush, but can also include engaging learning opportunities. One opportunity is to create a bug inspection station built flush into a concrete sidewalk. By placing food and water sources in these plexiglass-sealed chambers, you can encourage insects to enter tunnels connecting natural and viewing areas. This gives the viewer new ways to observe natural behaviors from above, watching critters navigate natural-material habitats.



BAT BRIDGE JOINT

BAT ROOST



OBSERVATION DECKS



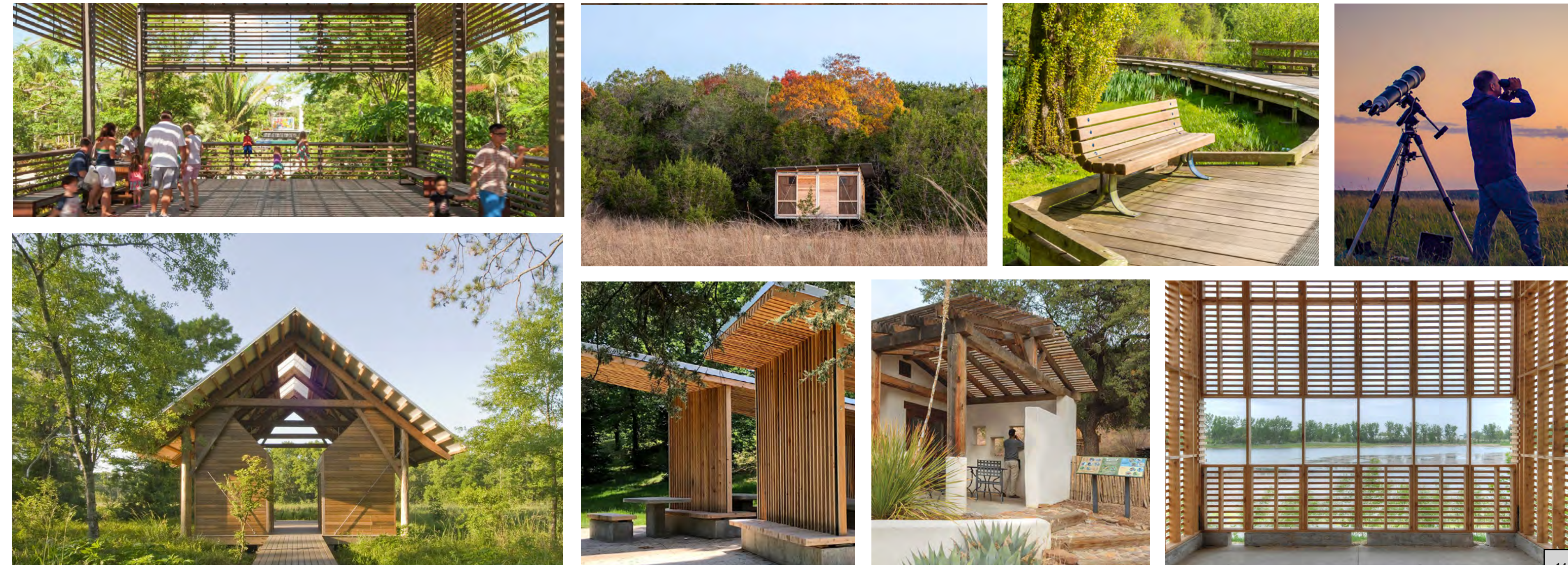
When visiting the site, park-goers are encompassed by mature cedar and oak trees. Visitors are mostly only able to experience the park from within. On the southern side of the park, there are a few high points for views, but the northern part generally lacks an elevated experience. Here is an opportunity for visitors to rise above the trees and peer out into the rolling landscape. Running along the parks south boundary, on the northern end of the site is a single walkway. As the walkway moves closer to the steeper slopes it begins to rise out of the ground and ends in a viewing platform that faces Barton Creek. The elevated lookout will blend with the trees by using modest railings that almost disappear into the foliage and deck supports that can be painted in a similar shade to the trees that surround it. A similar but smaller observation deck located at the Nature Center, creates a motif found at both end of the site. At the Nature Center the deck subtly rises above the ground creating views under the platform to the rest of the park. Visitors can not only experience the observation deck from up high but will have the ability to walk under and explore the lookouts creating a multi-layered amenity. This observation deck also creates a curated educational opportunity that is geared towards a holistic view of Rathgeber Natural Resource Park.



REST AND EXPLORATION



At each rest and exploration waypoint visitors will have the opportunity to stop, rest, refill water bottles, and learn about the park. The four way-points are small, elevated, open air structures equipped with a solar-powered light and fan, water capture (if permitted) from a *Source Water System*, a picnic table and bench, and an interpretive panel. These small waypoints create the perfect place to rest, eat, meet other hikers, or simply watch the natural world around them. Each structure or node will double as an educational experience highlighting different aspects of the park. Interpretive signage and information will be integrated into the nodes in an artful way to create engaging information. Each space will have one or multiple educational signs. The first node could explore the world of the creek. Visitors can learn about hydrology, aquatic habitat, and seasonal dry and wet periods. The second node is all about history. Visitors can learn about the history of the park from prehistoric times, Native American Tribes, and all the way to modern history. The third node looks at the earth and its landforms, plants, and wildlife. Lastly, the final node is for sky exploration. This spot would be located on a flat, open surface and can have telescope pads for night time stargazers. Each node guests encounter, deepens their knowledge.





CAMPING



Camping is located in a clearing on the northern part of the site just outside the floodplain. This allows for more privacy and gives the campers ample open space to conduct different activities. The versatile area allows for primitive camping, group gatherings and camp demonstrations. The northern location also has a proximity to the secondary entry to allow for easy load in and load out but is still sited far enough into the park to give campers an immersive experience. The camp is near the main trail in order to allow for access to the rest of the park. By locating the site here park-goers will be able to better secure the area because of the surrounding dense vegetation and single pedestrian trail reducing the access points to the large area. The camp site at Rathgeber Natural Resource Park will have minimal interventions. It is designed to be a blank slate for the campers to create their own experience. All outside equipment and supplies will be provided by the campers. At this camp site campers can explore the outdoors and gain hands on experience at the park.



GATHERING SPACE-

A large open space is available for use by the campers. This space is clear and flat to accommodate activities during overnight camp visits. The space is left mostly unobstructed so campers can bring in desired equipment.

PRIMITIVE CAMPING -

Camp sites are located at the edge of the tree line. The designated space allows for multiple pods of tents to be set up throughout the site. One to three tent pads with lantern hook will be provided. All camping locations are for primitive use.

PROXIMITY TO FACILITIES-

Each camping site will come equipped with a composting toilet, picnic table, fire-pit, log seating, and one Source water system (if permitted).

OUTDOOR ACTIVITIES -

Activities such as archery, nature walks, foraging, campfire events, project construction, capture the flag, scavenger hunts, hiking, biking, and many more can be conducted at the camp site or around the park.

PROXIMITY TO TRAIL-

The camp site is located near the main trail at Rathgeber Natural Resource Park. This allows access for the campers and camp leaders to the rest of the park.

PARK ENTRANCE AND NATURE CENTER



The Nature Center at Rathgeber Natural Resource Park is a place for exploration and discovery. Visitors will arrive on a connecting road through the adjacent school site. As they come around the first bend, a welcome sign will introduce them to the park. Progressing on their journey, they will be fully immersed in the natural landscape. As drivers round the curve, the Nature Center will emerge creating an iconic view to further emphasize the discovery that could happen here. Parking includes three bays that work with the topography, a bus drop off, bus parking, and a bioswale designed to collect and treat rainwater run-off. From the parking lot visitors enter a plaza space that designates the building entrance. Once inside, park-goers can browse the exhibits, attend a class, or enjoy the view from the lookout. The goal of the Nature Center is to blend the inside with the out. A covered walkway and multi-functional spaces help to bring the park inside of the building. Outdoor spaces for the park include a dry river bed to collect storm-water run-off, a cistern, outdoor sensory and learning environment, flex courtyard, and an amphitheater. The maintenance building is located on the opposite side of the parking lot, this building will also serve as a learning tool to help create a sense of stewardship and ensure that Rathgeber Natural Resource Park is a destination that can be enjoyed for generations.





LEARNING ENVIRONMENTS -

The learning environments at the park are designed to accommodate all different kinds of learners. There are two main outdoor learning spaces at the Nature Center. The first space is a covered classroom for a more traditional environment to accommodate classes and demonstrations and the second space takes a more unique approach. This secondary learning space is to be a sensory activity hub. The area will feature sensory stations with textures that are inspired by the park, impromptu nature play for building or imagination with loose logs, sticks, rocks, and sand, and an outdoor "camp" for imaginative play or education for the young park visitors. The sensory area might also include other more hands on and tangible demonstrations to further educate about the Rathgeber Natural Resource Park.



AMPHITHEATER -

Located off the main building the amphitheater acts as both an additional learning space for lectures or other group activities and a space to relax with a view out into the park. The amphitheater could be as simple as benches gently descending down the slope or exaggerated steps leading up to the Nature Center. The amphitheater will accommodate the larger audiences that would come with larger events that may be held at the park. This spot not only would be able to host guest lecturers, but could also be used as a stage for music in the park or theatrical productions such as small musicals, book readings, or puppet shows for the kids.



PLAYSCAPE -

The playscape at Rathgeber Natural Resource Park will have a nature and education focused theme. Located within the sensory learning environment, the play equipment doubles as a learning tool for children. Natural materials integrated into the playscape compliment the look and feel of the park and give the users tactile experiences as they touch and climb on the wood. The sustainable equipment is designed to be used and enjoyed by participants of all abilities and different levels of difficulty will be included in the play-system for graduated play. Outdoor play environments encourage children to both learn and challenge themselves. By integrating educational elements into the equipment children will naturally pick up on this information through the act of play itself. The children that come to the Nature Center will be excited to play and learn at the park.



TRAIL HEAD -

The main trail head at Rathgeber Natural Resource park is located near the Nature Center. Here there will be an interpretive signage for the park trails map and other information needed as guests enter the park. This information includes ADA routes on trails, waystation locations, and trail mileage. Other educational signage could be included teaching visitors about the park. Biking and hiking groups, can use the trail head as a landmark to gather and regroup. A water station, bike fix it stations, and resting spots will also be provided. Other connecting trails are accessed through the Nature Center, but the main trail will be access through the trail head. This location acts as a doorway into the park, welcoming visitors to come and explore.



COURTYARD AND PICNIC AREA -

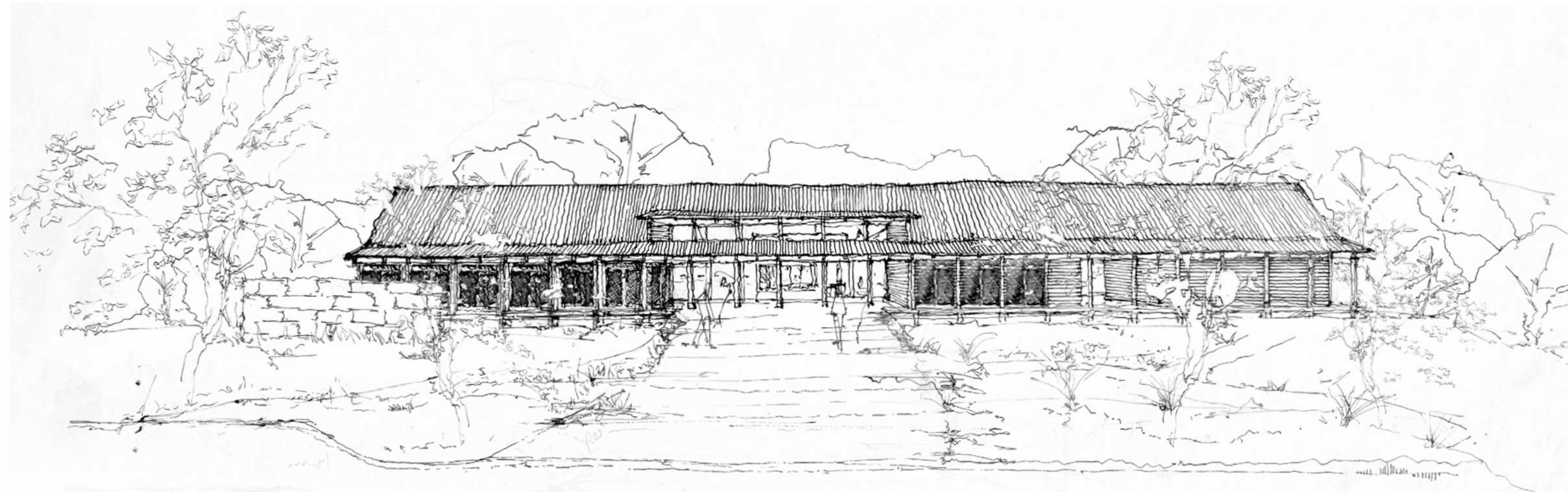
A large open space is located to the east of the Nature Center. This area allows for flexible uses such as outdoor eating, large events, yoga sessions or exercise groups, and much more. Visitors can use the space in many different ways and are not constrained by the programming. Simple picnic tables can be provided to accommodate for lunch time visitors or school field trips. The courtyard can be converted into an outdoor event space either as a stand alone area, or for overflow from the indoor event space in the Nature Center. The auxiliary outdoor space offers a blank slate for visitors and park staff to convert as they see fit.



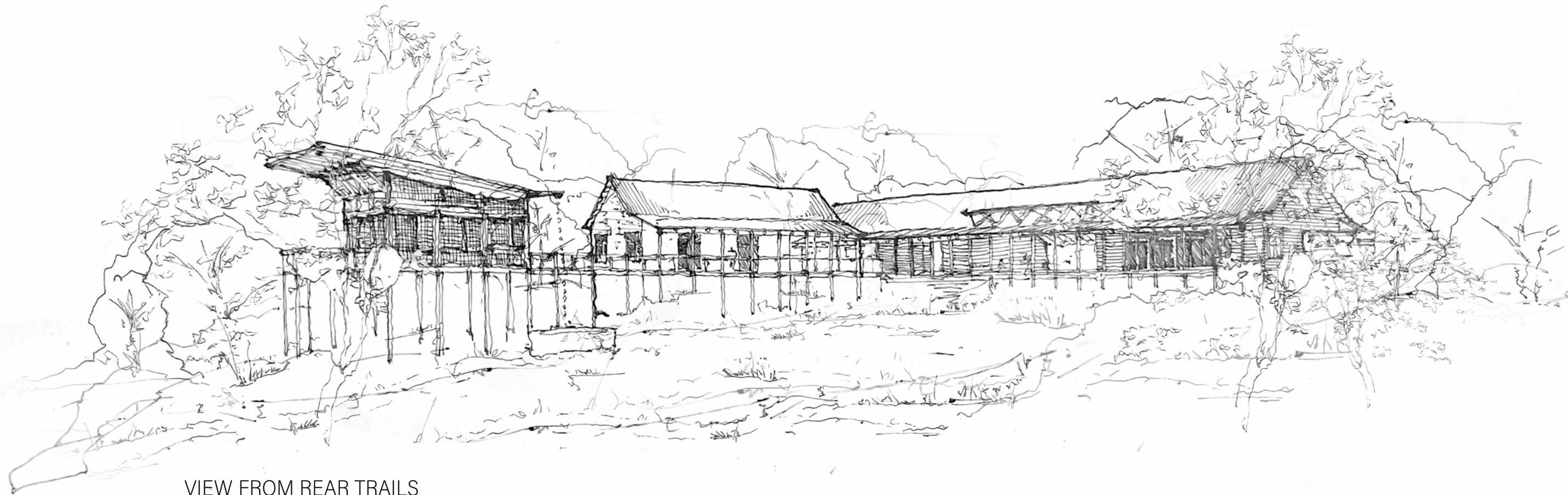
DEMONSTRATION GARDENS-

A demonstration garden located near the outdoor learning environments allows people of all ages to get an up close view of different plants and their benefits that can be found in Rathgeber Natural Resource Park. This garden will feature pollinator plants such as Autumn Sage, Milkweed, Cone Flower and a multitude of other vegetation that attracts bees and butterflies. The garden could also feature common edible plants for foraging found throughout the park and in Central Texas, and plants that grow in succession to demonstrate the natural progression of a prairie after a burn. Other learning opportunities include bee hives and other animal habitats. All these interventions are learned at the Nature Center and that knowledge could extend out into the park to further educate in a more natural setting.

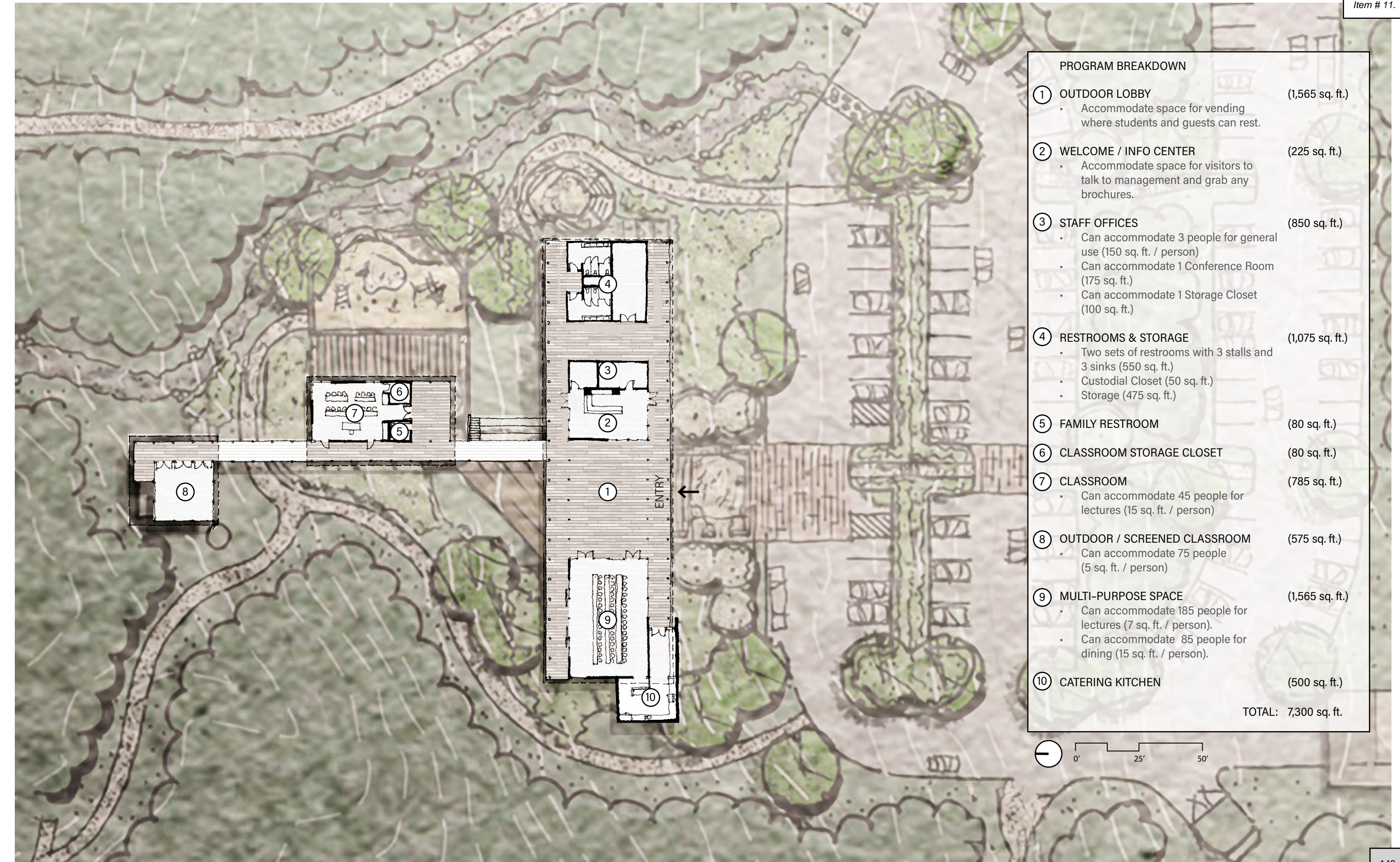
NATURE CENTER: PROGRAM BREAKDOWN



VIEW FROM ENTRY PLAZA



VIEW FROM REAR TRAILS



ARCHITECTURAL PRECEDENTS: EXTERIOR

DESIGN GOALS FOR BUILT STRUCTURES

ENVIRONMENTAL PRESERVATION

- Minimal Site Disturbance - Position structures to preserve existing vegetation and natural landforms, minimizing grading and other site alterations

LOW-IMPACT RECREATION

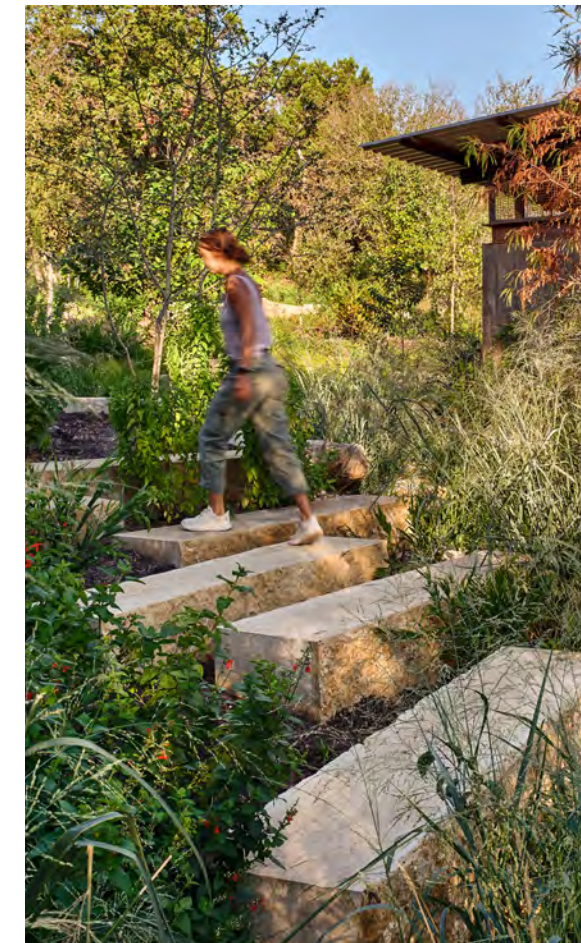
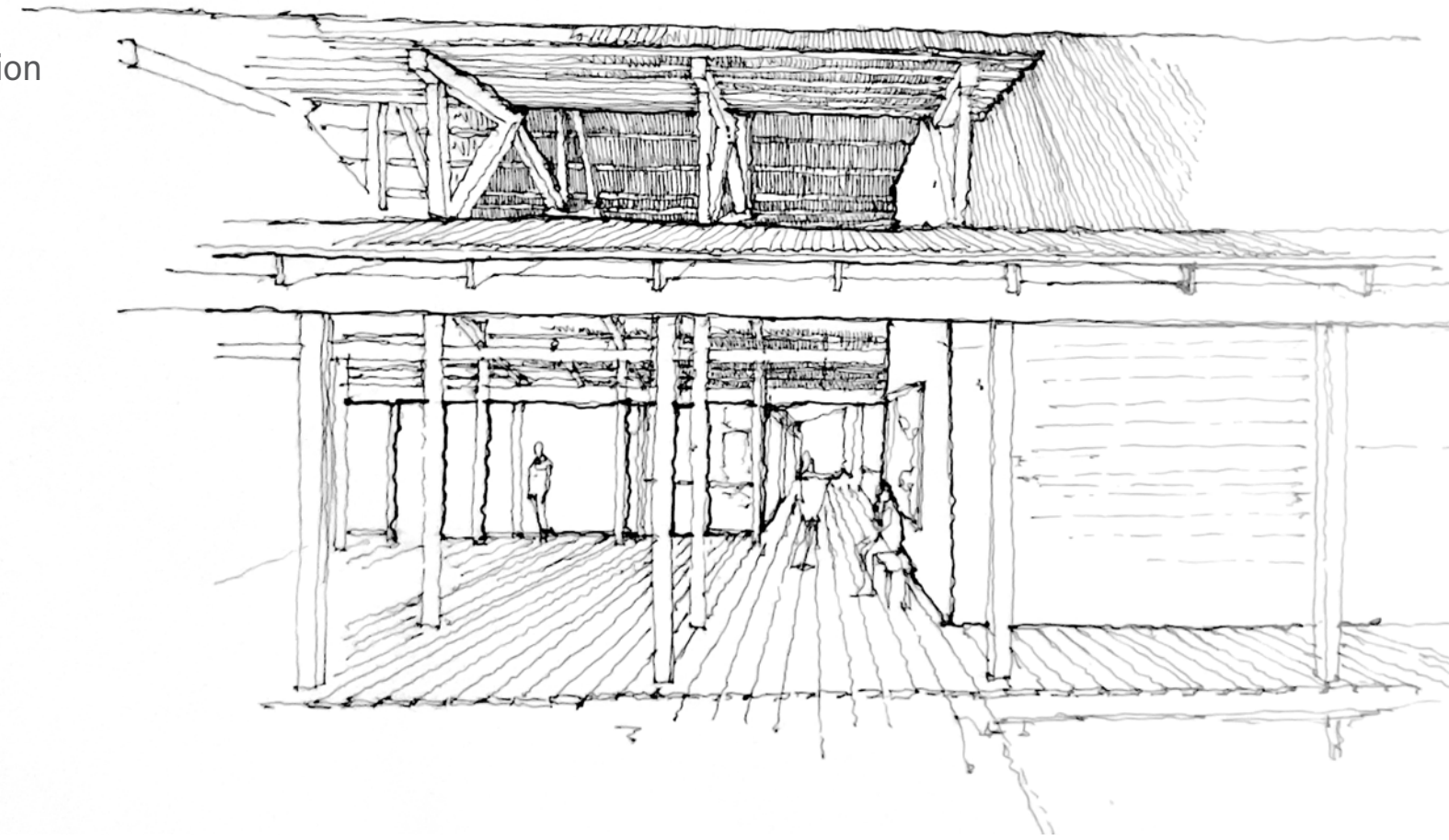
- Create opportunities for people to enjoy time outdoors.

WILDLIFE-FRIENDLY DESIGN

- Ensure the design supports local wildlife by incorporating bird-friendly strategies and avoiding barriers that hinder animal movement.

CONTEXTUAL ARCHITECTURE

- Respond to the context of the site, including topography, trees, sun angles, prevailing breezes and views.
- Draw inspiration from the Texas Hill Contry.
- Use materials appropriate to the site.



Item # 11.

ARCHITECTURAL PRECEDENTS: INTERIOR

DESIGN GOALS FOR BUILT STRUCTURES

RESOURCE EDUCATION

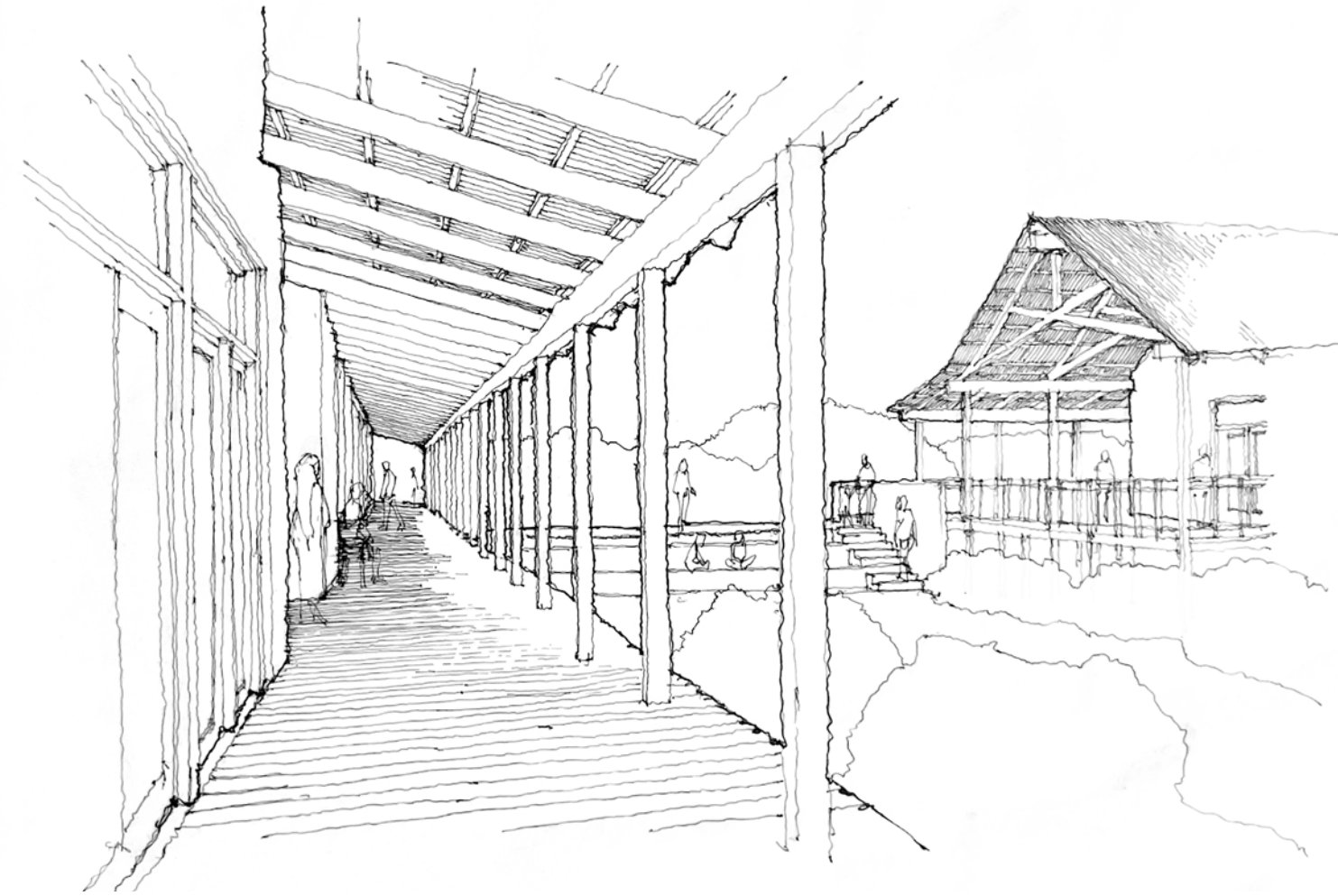
- Incorporate hands-on, interactive exhibits that educate visitors about the local ecosystem.
- Use clear, informative signage to interpret the local flora, fauna, geology, and historical significance of the site.

EQUITABLE ACCESSIBILITY

- Facilitate accessibility and community engagement

CONNECTION TO NATURE

- Design spaces that provide visual and physical connections to the natural environment.
- Consider the human experience of moving through and between the site and the structures.



Item # 11.

SUSTAINABILITY AND RESILIENCE

The Rathgeber Natural Resource Park hosts a wealth of ecosystem services. The multiple natural synergies which have existed for eons will continue to grow with a conscious effort towards designing in tune with the ecosystem through thoughtful alignment of land development and management practices with the functions of a healthy environment. Sustainable landscape design and planning is the key towards achieving this goal. For a sustainable design approach, it is essential to understand what sustainability implies.

The Sustainable SITES initiative defines “sustainability” as design, construction, operations, and maintenance practices that meet the needs of the present without compromising the ability of future generations to meet their own needs. This definition embraces the definition of sustainable development first put forward by the United Nations World Commission on Environment and Development in 1987.

When it comes to achieving sustainable site development, a well-defined framework can guide the process. The Sustainable SITES initiative provides a thorough guideline for the design team to adopt sustainable practices in various aspects of design, construction, and post-occupancy maintenance. The Sustainable SITES Initiative, an interdisciplinary partnership of the American Society of Landscape Architects, the Lady Bird Johnson Wildflower Center, and the United States Botanic Garden, has spent several years developing guidelines for sustainable land practices that are grounded in rigorous science and can be applied on a site-by-site basis nationwide. The Initiative's rating system gives credits for the sustainable use of water, the conservation of soils, wise choices of vegetation and materials, and design that supports human health and well-being.

The Vision Plan for Rathgeber Natural Resource Park presents a unique opportunity to celebrate nature by creating opportunities to respect its natural resources, create a platform for educational opportunities and set a new benchmark for sustainable design practices. To be successful in this stewardship approach, it is crucial the design principles below align with and are incorporated into the overall project's Vision and Values statement.

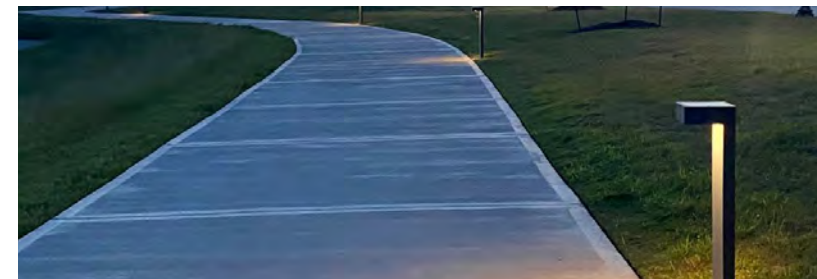
SUSTAINABLE UTILITIES:

While the nature center will likely be connected to grid electrical, and a potable water and wastewater source, utilizing sustainable and renewable energy sources where feasible is critical to the development of the site. Using solar power for the facility should be explored. If this isn't feasible on a panel bases system, at minimum, the parking lot light source, as well as bollard lighting at the waystations should run on solar power. Engo planet “leaf” product line offers parking lot lighting that showcases the solar capabilities with a modern design aesthetic.

Additionally, source water systems should be installed at the waystations as well as the boyscout camp to facilitate water access in the more remote parts of the park.



EnGoPlanet Solar Leaf Light



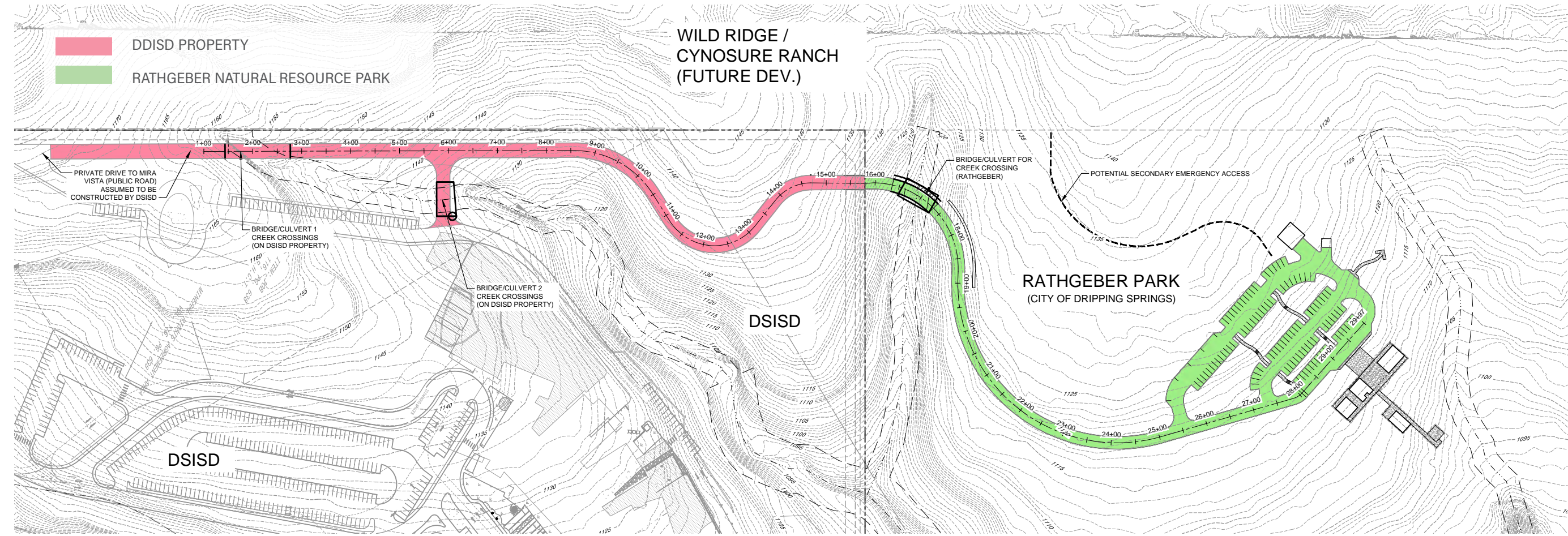
EnGoPlanet Solar Bollard



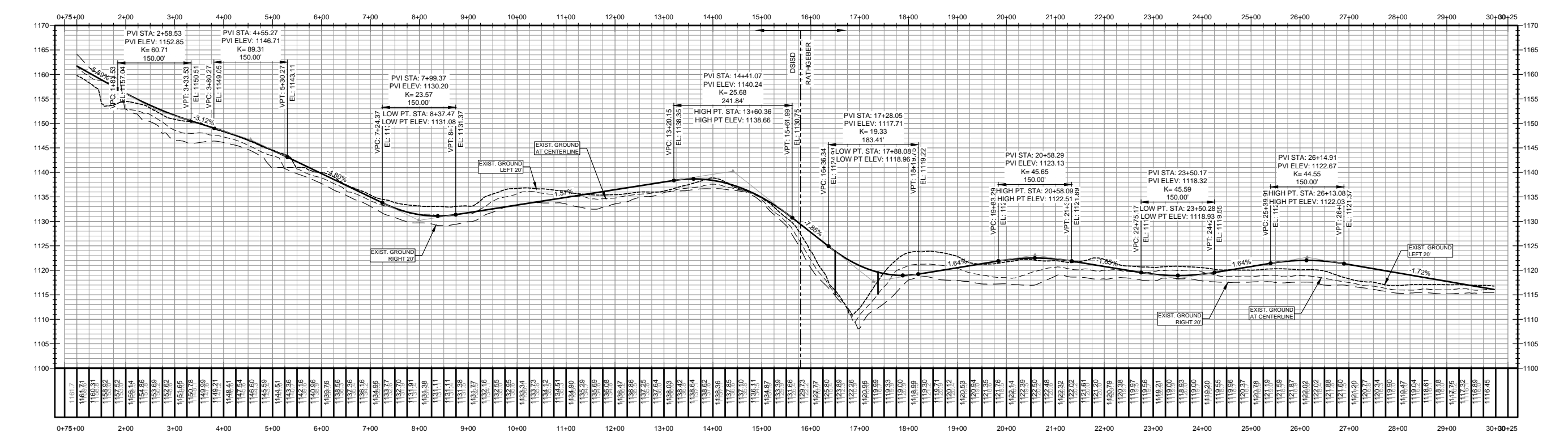
Source Hydropanel

- **Preserving and Enhancing Natural Resources:** The first goal is to protect and conserve the natural resources present on the site. This includes preserving biodiversity, protecting water bodies, and minimizing soil erosion. The aim is to maintain the ecological balance and enhance the site's natural beauty.
- **Minimizing Environmental Footprint:** Sustainable site development strives to minimize the environmental impact of construction and ongoing operations. This includes reducing energy consumption, water usage, and waste generation. Implementing green building practices, utilizing renewable energy sources, and promoting efficient resource management are essential in achieving this goal.
- **Promoting Sustainable Mobility:** Encouraging sustainable transportation options is another crucial goal. Designing pedestrian-friendly pathways, incorporating bicycle lanes, and integrating public transportation systems can reduce reliance on cars and minimize greenhouse gas emissions. Creating a well-connected site that encourages walking, cycling, and the use of public transport contributes to a more sustainable future.
- **Efficient Land Use:** Sustainable site development aims to optimize land use while preserving open spaces. This involves smart planning and design to ensure efficient and responsible utilization of the available space. Incorporating green roofs, vertical gardens, and community gardens can maximize the benefits of land resources.
- **Water Conservation and Management:** Managing water resources is a vital aspect of sustainable site development. Implementing water-efficient irrigation systems, rainwater harvesting techniques, and utilizing native plant species that require less water can help conserve this precious resource. Additionally, promoting water conservation practices among site users through educational initiatives is crucial.
- **Engaging the Community:** Sustainable site development should actively involve the community to foster a sense of ownership and responsibility. Encouraging community participation, seeking feedback, and incorporating local needs and aspirations into the development plans create a sense of shared stewardship. Community gardens, educational programs, and public spaces can further facilitate this engagement.
- **Ensuring Resilience and Adaptability:** Sustainable development should consider the long-term resilience and adaptability of the site. This means anticipating and preparing for climate change impacts, such as extreme weather events or rising sea levels. Incorporating resilient infrastructure, utilizing sustainable building materials, and implementing effective storm-water management systems contribute to the site's ability to withstand and adapt to future challenges. Remember, these goals are not mutually exclusive, but rather interconnected aspects of sustainable site development. By addressing these objectives holistically, we can create a site design that is not only environmentally responsible but also socially and economically beneficial for present and future generations.

DESIGN AND ENGINEERING CONSIDERATIONS



PROPOSED DW



PRIVATE DRIVE: 20 MPH - MAX GRADE 8% K = CREST - 7, SAG - 17

RATHGEBER PARK DRIPPING SPRINGS, TX PROPOSED DRIVEWAY PROFILE - VISION PLAN



CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT 5113 Southwest Pkwy, Suite 260 Austin, Texas 78735 Phone: (512) 899-0601 Fax: (512) 899-0655 Firm Registration No 1-786

ROADWAY ALIGNMENT -

The City is pursuing an opportunity to work with adjacent developments to extend a roadway to the Rathgeber Natural Resource Park near the southwest property corner. The roadway is proposed to work with the natural character of the hill country topography. A second access to the northeastern portion of the site is contemplated along an existing access easement from the Headwaters at Barton Creek residential neighborhood.

TRAIL CREEK CROSSING -

Providing safe access for the public at Rathgeber Natural Resource Park comes with the challenges of accessing difficult terrain and crossing waterway features. Trail creek crossing locations should be evaluated to select locations which provide opportunity for crossing while not impacting significant natural features to be preserved. Innovative and natural construction materials should be evaluated for maintenance and life-cycle costs as well as fitting into the desire to enhance the natural resources of the park.

RETAINING WALL -

Preserving the natural topography of the site is crucial to the success of this project. Where topography varies greatly, retaining walls can greatly reduce the area which is impacted in order to provide public access into the park.

MAINTENANCE -

Regular maintenance is important for protecting the natural resources that are shared by all of us. Providing the tools and resources needed to execute these efforts is vital to the parks success. Maintenance facilities are proposed with the Nature Center to equip staff and volunteers for this work.

LOW IMPACT INFRASTRUCTURE TO NORTHERN SITE -

Portions of the site are primarily accessible by foot only due to the steep topography and natural creek features. The design team is evaluating ways to provide some limited amenities within these areas to enhance the accessibility for the public while balancing the protection of the natural resources. This may include innovative water and wastewater services which limit their footprint as they can be stand alone systems.

ROAD CREEK CROSSINGS -

The goal for the park is to look for opportunities and locations to span over the creek beds to minimize the disturbance to the natural resources with design and implementation. This will be evaluated with the economics of different types of creek crossings.

PARKING LOT -

Maintaining the natural characteristics of the site is an important goal. The contemplated parking lot will work with the natural topography and is proposed to be terraced to limit disturbance to the existing vegetation.

INFRASTRUCTURE -

Providing public amenities that blend into the natural environment is one of the objectives. Water and wastewater service may be requested from adjacent developments. Existing three phase electric is located along the southwest property line, and is contemplated to be extended to provide service to the park. Drainage facilities are viewed to be an opportunity for public education and thus where often they are hidden and out of view, may instead be embraced and intergrated into the site layout.

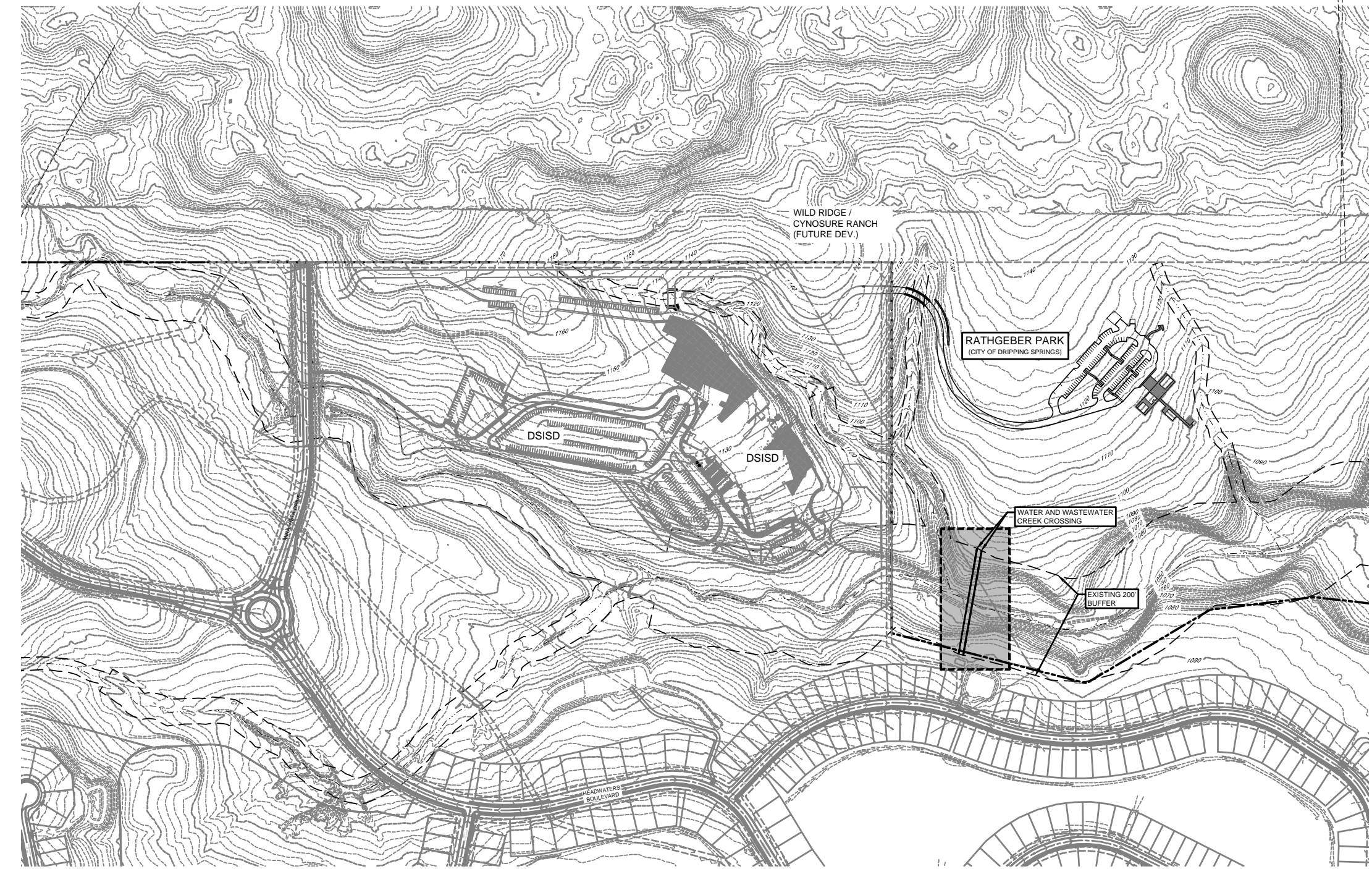
RAIN WATER COLLECTION -

As the regions water supply is stressed, the beneficial use of captured rainwater will be evaluated as an option. Efforts to collect and use rainwater for the parks' benefit are being explored. Potential uses for rainwater may include irrigation to offset the use of potable water where possible within and around the Nature Center.

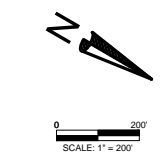
ADA ACCESS-

The natural resources of the park should be enjoyed by all. ADA accessible areas will be provided at the Rathgeber Natural Resource Park Nature Center, designated trail(s) and the north portion of the park.

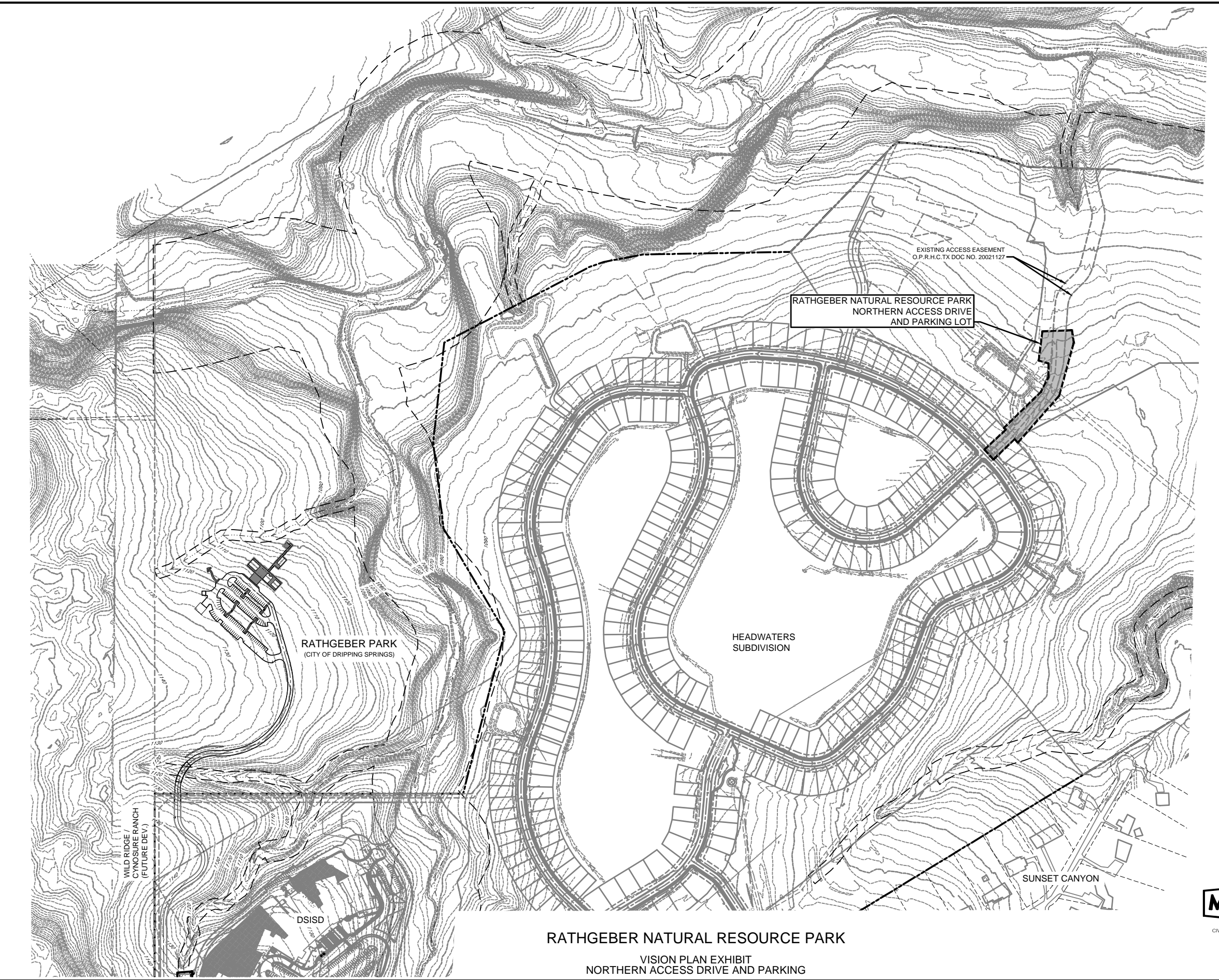
*Additional requirements such as coordination with the Texas Historical Commission (THC) under Antiquities Code of Texas, detailed investigations of endangered species of plants and other wildlife, bluffs, springs and seeps, wetlands water wells, waters of the U.S. and QWBZ of streams should be completed in the first stages. Other items include completing a boundary survey and discussing potential limitations early the planning and design process.



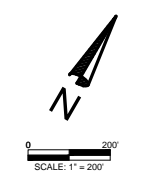
RATHGEBER NATURAL RESOURCE PARK
 VISION PLAN EXHIBIT
 WATER AND WASTEWATER UTILITY CREEK CROSSINGS



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RATHGEBER NATURAL RESOURCE PARK
 VISION PLAN EXHIBIT
 NORTHERN ACCESS DRIVE AND PARKING



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DESIGN AND ENGINEERING CONSIDERATIONS - OPINION OF PROBABLE COST

The following Opinion of Probable Cost (OPC) is a rough order of magnitude. Cost reflects all needs identified during the community engagement process and needs assessment portion of the Vision Plan (project phasing not reflected). Design team has explored cost saving measures for the type of road creek crossing; culvert versus concrete bridge or arch culvert from DSISD to south property line of Rathgeber Park and road creek crossing; culvert versus concrete bridge within the park for the roadway, wastewater improvement options; grinder station versus OSSF gravity system, and improvement options along creek crossing within park to Headwaters MUD versus connection to Mira Vista Drive through DSISD property along the roadway. Once a construction budget is established, the Design team will continue to explore cost saving measures such as: reduction or quantities (i.e. parking lot), change in materials, phasing, etc. during schematic design.

ITEM NO.	QTY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
A. PARK INFRASTRUCTURE *					
PAVING AND GRADING IMPROVEMENTS (RATHGEBER PARK)					
PG-1	-	LS	MOBILIZATION (INCL. AT TOTAL)	\$ -	\$ -
PG-2	42,700	SY	CLEARING AND GRUBBING	5.50	234,848.17
PG-3	9,500	SY	SUBGRADE PREPARATION	6.05	57,475.00
PG-4	10,100	SY	FLEXIBLE BASE 12" THICKNESS	22.00	222,200.00
PG-5	9,500	SY	HMAC 2" THICKNESS	18.70	177,650.00
PG-6	9,000	SF	PERVIOUS PAVEMENT (3.125")	27.50	247,500.00
PG-7	5,100	LF	CURB AND GUTTER	22.00	112,200.00
PG-8	1,500	SY	SIDEWALK 4" THICKNESS	59.40	89,093.40
PG-9	12	EA	SIDEWALK CURB RAMP	2,750.00	33,000.00
PG-10	1	LS	STRIPING & SIGNAGE	11,000.00	11,000.00
PG-11	1	EA	CREEK CROSSINGS (BASE) - CULVERTS (6X4)	65,725.00	65,725.00
PG-12	3,800	SF	RETAINING WALLS - MORTARED ROCK	49.50	188,100.00
PG-13	15,000	CY	EXCAVATION	16.50	247,500.00
PG-14	20,000	CY	EMBANKMENT	5.50	110,000.00
PG-15	14,300	SY	NORTHERN ACCESS DRIVE TO PARKING LOT (GRAVEL)	7.70	110,110.00
PG-16	3,240	SF	NORTHERN PARKING LOT (CONCRETE PAVING)	22.00	71,280.00
SUBTOTAL PAVING AND GRADING IMPROVEMENTS				\$	1,977,681.57
WASTEWATER IMPROVEMENTS (RATHGEBER PARK)**					
WW-1	1	LS	GRAVITY COLLECTION	33,000.00	33,000.00
WW-2	1	LS	GRINDER STATION	49,500.00	49,500.00
WW-3	1	LS	3" LPS	100,980.00	100,980.00
WW-4	200	LF	ENCASEMENT (8")	220.00	44,000.00
WW-5	1	LS	CONNECTION TO EXISTING WWL	27,500.00	27,500.00
SUBTOTAL WASTEWATER IMPROVEMENTS				\$	254,980.00
WATER IMPROVEMENTS (CREEK CROSSING BASE)**					
W-1	1	LS	WATER SYSTEM	349,800.00	349,800.00
W-2	200	LF	20" ENCASEMENT	385.00	77,000.00
SUBTOTAL WATER IMPROVEMENTS				\$	426,800.00
DRAINAGE IMPROVEMENTS (RATHGEBER PARK)					
SS-1	1	LS	STORM SEWER SYSTEM (RATHGEBER PARK)	385,000.00	385,000.00
SS-2	1	LS	POND 1 (RATHGEBER PARK)	330,000.00	330,000.00
SUBTOTAL DRAINAGE IMPROVEMENTS				\$	715,000.00

EROSION AND SEDIMENTATION CONTROLS (RATHGEBER PARK)					
ES-1	57,800		6-INCH TOPSOIL	1.10	\$ 63,580.00
ES-2	57,800		HYDRO MULCH	0.61	\$ 34,969.00
ES-3	1		EROSION CONTROLS	82,500.00	\$ 82,500.00
SUBTOTAL EROSION AND SEDIMENTATION IMPROVEMENTS				\$	181,049.00
ELECTRIC IMPROVEMENTS (RATHGEBER PARK)					
E-1	1	LS	ELECTRIC IMPROVEMENTS (MEP TO VERIFY)	180,000.00	\$ 180,000.00
SUBTOTAL ELECTRICAL IMPROVEMENTS				\$	180,000.00
SUBTOTAL PARK INFRASTRUCTURE				\$	3,735,510.57

A.1 OTHER INFRASTRUCTURE (DSID PARCEL)*					
OFF-SITE ACCESS IMPROVEMENTS (DSISD PARCEL)					
ITEM NO.	QTY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
PG-1	1	LS	MOBILIZATION	\$ 55,000.00	\$ 55,000.00
PG-2	15,100	SY	CLEARING AND GRUBBING	5.50	83,050.00
PG-3	6,850	SY	SUBGRADE PREPARATION	6.05	41,442.50
PG-4	6,850	SY	FLEXIBLE BASE 12" THICKNESS	22.00	150,700.00
PG-5	6,155	SY	HMAC 2" THICKNESS	18.70	115,098.50
PG-6	4,300	LF	MACHINE LAID CURB AND GUTTER	22.00	94,600.00
PG-7	2,760	SY	SIDEWALK 4" THICKNESS	59.40	163,944.00
PG-8	4	EA	SIDEWALK CURB RAMP	2,178.00	8,712.00
PG-9	1	LS	SIGNAGE & STRIPING	8,140.00	8,140.00
PG-10	2	EA	CREEK CROSSINGS (BASE) - CULVERTS (6X4)	65,725.00	131,450.00
PG-11	1,200	SF	RETAINING WALLS - MORTARED ROCK	49.50	59,400.00
PG-12	2,500	CY	EXCAVATION	16.50	41,250.00
PG-13	2,500	CY	EMBANKMENT	11.00	27,500.00
PG-14	1	LS	STORM SEWER	88,000.00	88,000.00
PG-15	1	LS	POND 2 (DSISD)	165,000.00	165,000.00
PG-16	1	LS	POND 3 (DSISD)	165,000.00	165,000.00
SUBTOTAL OFF-SITE ACCESS IMPROVEMENTS (DRIPPING ISD TRACT)				\$	1,398,287.00
SUBTOTAL PHASE 1 - OTHER INFRASTRUCTURE				\$	1,398,287.00

B. ARCHITECTURE*					
B01	1	LS	NATURE AND LEARNING CENTER	\$ 4,700,000.00	\$ 4,700,000.00
B02	1	LS	MAINTENANCE BLDG, STORAGE YARD, DUMPSTER/PAD	\$ 300,000.00	\$ 300,000.00
B03	4	EA	HIKING SHELTERS (INCL SOLAR/WATER)	\$ 40,000.00	\$ 160,000.00
SUBTOTAL ARCHITECTURE				\$	5,160,000.00

C. TRAILS*					
C00	12000	LF	EXISTING TRAILS - ONE TIME CLEAN, STABILIZE, CLEAR	\$ 1.00	\$ 12,000.00
C01	42000	SF	ACCESSIBLE TRAILS - CONC., 6'-8' WIDTH	\$ 7.25	\$ 304,500.00
C02	3530	LF	NATURE TRAILS - SINGLE TRACK, 2'-3' WIDTH	\$ 4.00	\$ 14,120.00
C03	42240	LF	BIKE TRAILS - SINGLE TRACK, 2'-3' WIDTH	\$ 4.00	\$ 168,960.00
C04	1	ALLOW	CREEK CROSSINGS - TIMBER BRIDGE	\$ 500,000.00	\$ 500,000.00
C05	5	EA	CREEK CROSSINGS - ARMORED, STONE	\$ 5,000.00	\$ 25,000.00
C06	1	ALLOW	TRAIL & DRAINAGE INFRASTRUCTURE, CULVERTS, MISC	\$ 50,000.00	\$ 50,000.00
C07	1	ALLOW	PRIMARY TRAILHEAD - PARKING LOT	\$ 25,000.00	\$ 25,000.00
C08	1	ALLOW	OVERLOOK PLATFORM, NW PARK ZONE	\$ 100,000.00	\$ 100,000.00
SUBTOTAL TRAILS				\$	1,199,580.00

D. LANDSCAPE ARCHITECTURE					
D01*	1	ALLOW	OUTDOOR CLASSROOM - PLAYScape, NATURE CENTER	\$ 200,000.00	\$ 200,000.00
D02*	1	ALLOW	OUTDOOR CLASSROOM - MULTI-USE, NATURE CENTER	\$ 70,000.00	\$ 70,000.00
D03*	1	ALLOW	ENTRY SIGNAGE/WALL OR SCULPTURE INSTALLATION	\$ 150,000.00	\$ 150,000.00
D04	1	ALLOW	CAMPING (5 CAMPSITES, WATER, COMP.TOLET)	\$ 40,000.00	\$ 40,000.00
D05	1	ALLOW	PARK SIGNAGE, WAYFINDING, INTERP SIGNAGE	\$ 50,000.00	\$ 50,000.00
D06	1	ALLOW	CONSTRUCTED HABITAT FEATURES	\$ 20,000.00	\$ 20,000.00
D07	1	ALLOW	FENCES, BARRIERS, SPACE DELINEATION THROUGHOUT - REUSED MATERIAL - SPLIT RAIL, ROCK, ETC.	\$ 45,000.00	\$ 45,000.00
SUBTOTAL LANDSCAPE ARCHITECTURE				\$	1,190,000.00

ITEM NO.	QTY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
D08	1	ALLOW	SITE FURNISHINGS, THROUGHOUT	\$ 40,000.00	\$ 40,000.00
D09	1	ALLOW	SITE LIGHTING	\$ 75,000.00	\$ 75,000.00
D10	1	ALLOW	BIO-SWALES	\$ 100,000.00	\$ 100,000.00
D11	1	ALLOW	RAIN-WATER HARVESTING SYSTEM	\$ 200,000.00	\$ 200,000.00
D12	1	ALLOW	LANDSCAPE PLANTING AND IRRIGATION	\$ 200,000.00	\$ 200,000.00

E. OTHER					
E01	4	EA	DEMONSTRATION GARDENS	\$ 8,000.00	\$ 32,000.00
E02	4	EA	TELESCOPE PADS, SEATING	\$ 4,000.00	\$ 16,000.00
E03	1	LS	HAMMOCK GROVE	\$ 10,000.00	\$ 10,000.00
E04	1	ALLOW	ARCHERY AREA, ARCHERY TRAIL	\$ 15,000.00	\$ 15,000.00
E05	1	ALLOW	DISK GOLF	\$ 50,000.00	\$ 50,000.00
E06	1	EA	WASH STATION FOR MT. BIKES	\$ 10,000.00	\$ 10,000.00
E07	1	LS	EXERCISE EQUIPMENT	\$ 8,000.00	\$ 8,000.00
SUBTOTAL OTHER				\$	141,000.00

SUBTOTAL				\$	12,824,377.57
25% CONTINGENCY				\$	3,206,094.39
TOTAL				\$	16,030,471.96

* Phase 1 Needs	
ASSUMPTIONS/DISCLAIMERS	
1	The following items are excluded from this Opinion of Probable Construction Cost (OPC): rock excavation, design fees, permitting (local, federal and state), permitting fees and utility impact fees.
2	Per coordination with ESD 6, a single 24-ft wide lane with a fire emergency turn around is acceptable to serve this site. A second emergency access road is excluded from this opinion of probable cost.
3	**Water and wastewater creek crossings assume that open cut trench is allowed during construction. To be verified with City.
4	For the base opinion of probable cost, it is assumed that the Headwaters MUD can provide capacity to serve Rathgeber Park, with the connection point being along Moonlit Stream Pass, due east of the proposed Nature Center. A utility service request has not been submitted.
5	In the event that the Headwaters MUD cannot provide wastewater service or that a plant expansion is required, an alternative wastewater system for an OSSF may be feasible. This may include separation of grey and black water.
6	It is assumed that the pavement section of the DSISD private drive can handle the expected park traffic without further improvements.

SUMMARY

A	A. PARK INFRASTRUCTURE *	\$	3,735,510.57
B	A.1 OTHER INFRASTRUCTURE (DSID PARCEL)*	\$	1,398,287.00
C	B. ARCHITECTURE*	\$	5,160,000.00
D	C. TRAILS*	\$	1,199,580.00
E	D. LANDSCAPE ARCHITECTURE	\$	1,190,000.00
F	E. OTHER	\$	141,000.00
SUBTOTAL		\$	12,824,377.57
		Project Startup Costs, Mobilization, Bonding - 5%	\$ 641,218.88
		Contingency - 20%	\$ 2,564,875.51
RATHGEBER NATURAL RESOURCES PARK ESTIMATE		\$	16,030,471.96

*INDICATES PHASE 1 NEEDS

A

APPENDIX A

Client Vision Survey Results

Client Vision Workshop Data

Stakeholder Meeting Data

Public Meeting Presentation 1

Public Meeting Presentation 1 Data

Public Meeting Presentation 2

Public Meeting Presentation 2 Data

CLIENT VISION SURVEY RESULTS

Q2 What is unique about the park to you? Why is this project important?

Answered: 14 Skipped: 3

#	RESPONSES	DATE
1	Large, ecologically sensitive property that offers fantastic opportunities to balance public rec with land/water protection. Large swath of likely occupied Golden-cheeked Warbler habitat is an added bonus that will need to be managed appropriately.	7/25/2023 6:00 AM
2	I've worked on Headwaters since I started at RVi so it is really nice to get to work on the park too	7/21/2023 10:48 AM
3	the biological and cultural resources associated with the unique geography at the confluence of two prominent creeks	7/21/2023 8:30 AM
4	The park offers a remarkable diversity of natural resources, and we have a unique opportunity to highlight those resources, avoid impacts during park development, and educate the public.	7/20/2023 11:28 AM
5	1. The size of the park - 300 acres 2. To work with the public and city to provide outdoor recreation opportunities that is low touch to the environment, including endangered species and water quality.	7/18/2023 8:23 AM
6	The fact that majority of the park remains untouched. Preservation of the natural resources and telling the unique story of the land within the park.	7/17/2023 3:44 PM
7	The hill country is rapidly being developed. This project offers and opportunity to take relatively "untouched" Hill Country land and through landscape architecture and design, provide access to the public in a way that is sensitive to the site and offers a chance for people to experience and recreate in this landscape.	7/17/2023 12:16 PM
8	Natural water resource and large land lot with varied terrain in the heart of Dripping Springs. Very important to protect water & watershed from pollutants, ability to raise awareness of watershed to community.	7/14/2023 9:53 AM
9	The uniqueness comes from the constant and extensive live water on the property as well as the dramatic topography and wildlife. This project is important to me because I think it is a beautiful and important piece of property that should be shared with the public but not at the detriment of the land or water which is what draws you there in the first place.	7/10/2023 10:26 AM
10	The public water access in the park is so unique for this community. I think preserving the parks natural beauty is imperative. It is essential to educate the public on human impact to the area and how their actions can help preserve it.	7/7/2023 3:14 PM
11	Natural green space and terrain	7/7/2023 3:13 PM
12	I live in Headwaters which is one of the neighborhoods attached to Rathgeber. This park is a hidden gem and will be a destination park for people to visit. It is important for us to plan for the growth of our town so that we plan spaces accordingly. We should not plan for our current statistics but instead plan for our 5/10-year projections. We need to protect the area so that the natural resources and endangered species are protected.	7/7/2023 2:50 PM
13	This is a unique park because it's 300 acres of undeveloped Hill Country that will be developed into a park that people will have access to and enjoy for hopefully centuries to come.	7/7/2023 2:43 PM
14	Unique because of water resources, proximity to several subdivisions and future school, archeological sites, pristine vegetation, biodiversity, preservation of significant amount of open space/natural resources. Important for water quality, trail connectivity, passive public recreational opportunities, protection of habitat and species, protection of archeological sites, preservation of our hill country environment.	7/7/2023 2:41 PM

Q3 What goals or opportunities would you like to see fulfilled in the Rathgeber Natural Resources Park?

Answered: 14 Skipped: 3

#	RESPONSES	DATE
1	Smart, controlled public access balanced with natural resource protection.	7/25/2023 6:00 AM
2	I'd like to see some really awesome trail networks to natural areas around the park	7/21/2023 10:49 AM
3	trails, trails, and more trails	7/21/2023 8:30 AM
4	Celebration and protection of the natural resources, including the creeks, wildlife habitat, vegetation, and archeological sites; interactive opportunities for education about these natural and cultural resources; unique opportunity for a different type of recreational resource that highlights the beauty of the Hill Country.	7/20/2023 11:30 AM
5	1. Family friendly outdoor opportunities (including hiking, bird watching, night sky watching) that respect the environment. 2. Protection of the environment 3. Educational outreach to create a better appreciation of environment	7/18/2023 8:27 AM
6	Preserve the Natural Resources, create a learning experience that tells the story and educates respect for the land, create a place that invites users to experience a tranquil experience.	7/17/2023 3:49 PM
7	Aside from the stated goals of the project, I think there is a big opportunity to create something at this park that becomes iconic. Not necessarily in the way of iconic as "big" but something that people seek out to experience because someone else told them about it, or they heard about it somewhere and they say "wow, that seems cool"... This could be through public art installations, or technology, AR, or perhaps a story of the site we uncover and tell, etc. Something that can engage an older generation just as much as being instagramable.	7/17/2023 12:21 PM
8	Water & water shed protection Animal habitat protection Controlled access to important features Human and historical artifacts protection Controlled access to hiking/walking trails Education on local animals, plants, water, watershed importance Protect property for future generation enjoyment Ensure compliant with Dark Sky Community requirements ADA accessibility components & educational features (braille, etc.)	7/14/2023 9:59 AM
9	I think it's important to keep it as primitive and natural as possible so that it maintains its natural and historic beauty.	7/10/2023 10:27 AM
10	Safe water access. Nature education. Multi-use recreation areas. Controlled access and park security Awe inspiring points of interest or installations	7/7/2023 3:20 PM
11	Keeping maintenance in mind during the design and planning phases of the project.	7/7/2023 3:14 PM
12	protection/preservation of archeological sites, habitats, species, biodiversity, water quality trail connectivity, passive public recreational opportunities, educational programs, public access to water resources, camping, wildlife viewing, night sky viewing, demonstration native garden areas, public art	7/7/2023 2:52 PM
13	Nature education programming space with staff offices (and storage). Define spaces where people can be. Great signage. Have a way to open/close the park.	7/7/2023 2:51 PM
14	1. Public access to nature. 2. Nature Education opportunities. 3. Preservation of Natural Resources.	7/7/2023 2:46 PM

CLIENT VISION SURVEY RESULTS

Q4 Are there any challenges you think we'll face together?

Answered: 14 Skipped: 3

#	RESPONSES	DATE
1	Limiting access points, ensuring habitat and water protection.	7/25/2023 6:01 AM
2	just general design challenges	7/21/2023 10:49 AM
3	controlling access; informal trail creation	7/21/2023 8:31 AM
4	Preserving wildlife habitat, including for the Golden Cheeked Warbler, as well as offering amenities to view and interact with the natural environment without depleting it; parking solutions; providing the type of recreational facilities the public is hoping for without depleting the resources within the park.	7/20/2023 11:32 AM
5	1. Proving to environmentalists that the project will be sensitive to the environment. 2. Parking and access. 3. Being good neighbors	7/18/2023 8:31 AM
6	Building consensus with everyone's ideas and thoughts on the Park. We will get there, but this is always a challenge.	7/17/2023 3:52 PM
7	Parking/Access. Cost - especially for the Educational Center/Visitor Center and what it had potential to be.	7/17/2023 12:31 PM
8	Controlling access to key features with so many access points to site through neighborhoods. Security Balance between nature and city growth. Parking Decide if bike/horse trail riding will be allowed. If so, where? Learn from Blue Hole and other natural resouce parks.	7/14/2023 10:03 AM
9	The topography makes traversing the property from one end to the other difficult. However, I think the unregulated access from the continued growth around the property is the greatest threat.	7/10/2023 10:28 AM
10	Park access and security Public interests or vision for the park that may not be realistic or possible to fulfill all wishes.	7/7/2023 3:21 PM
11	Utilities in the area and unauthorized guests after hours or in areas not intended for foot traffic or exploration	7/7/2023 3:15 PM
12	Budget will likely be the challenge. Structures are expensive but necessary. Appropriate staffing.	7/7/2023 2:59 PM
13	deciding what activities/improvements to allow since there are so many options and diverse opinions how to regulate parking and entry to the park	7/7/2023 2:52 PM
14	Overcrowding/use of the park. Making the park accessible to everyone. Meeting everyone's expectations.	7/7/2023 2:49 PM

Q5 What kind of park should we create? In a few short sentences, paint a picture of what the finished Rathgeber Natural Resources Park could be like.

Answered: 13 Skipped: 4

#	RESPONSES	DATE
1	A "preserve-park", similar to Hamilton Pool Preserve. Mostly primitive, smartly placed amenities with the goal of protecting, enhancing natural resources and avoiding over use.	7/25/2023 6:05 AM
2	a natural site with great places to hangout, picnic, hammock, run, walk and hike. With some cool art/features that showcase the environment	7/21/2023 10:51 AM
3	Barton Creek greenbelt with just a touch more amenities	7/21/2023 8:32 AM
4	Trails with interpretive signage, birding opportunities and treehouse-type lookouts, viewing areas of archeological sites, small amenities such as picnic tables to support visits by school children, etc.	7/20/2023 11:33 AM
5	1. An outdoor place that is family friendly while protecting the environment. 2. Creating opportunities to increase environmental appreciation and protection.	7/18/2023 8:32 AM
6	A park that tells the story of the history, educates the public on the natural resources and importance of preservation, while creating enjoyable spaces to experience nature.	7/17/2023 3:55 PM
7	We should create a park that is both modern and nostalgic. Something that nods to the ranching heritage of dripping springs, references and highlights the environmental qualities of the area, but also embraces and elevated design, aesthetics, and quality that the public expects from a top-of-class nature park. Places such as Government Canyon State Natural Area and Phil Hardberger Park are good examples.	7/17/2023 12:43 PM
8	Title implies natural resource park, so protection of natural resources. Ability to experience/see natural resources and understand that there will be limitations to access the actual resources; controlled access components. Educational components.	7/14/2023 10:03 AM
9	I think the finished picture of the park looks much like it already does but with additional low impact walking trails and continued work to manage the plants and wildlife. I think it's important to highlight the natural beauty that is already there and not have a manufactured feel by adding extensive infrastructure.	7/10/2023 10:33 AM
10	A hidden gem! A park where locals and visitors can come and appreciate the beauty of the park at any time of the year. I envision something that people step into and instantly say, "wow, this is cool."	7/7/2023 3:27 PM
11	Austin Nature and Science Center would be an amazing benchmark for a nature education center.	7/7/2023 3:00 PM
12	The park will provide the region with a variety of recreational opportunities, connecting citizens with nature and the Dripping Spring hill country experience, it will instill a strong sense of pride in the community, it will be a good example of land management and stewardship, it will provide educational opportunities	7/7/2023 2:54 PM
13	I would like to see it developed into a park that people can appreciate and learn about nature without destroying its resources. I envision a Nature Education Center, trails and educational opportunities.	7/7/2023 2:52 PM

CLIENT VISION SURVEY RESULTS

Q6 What are 3-5 features, programs, environments, or activities that could make the Rathgeber Natural Resources Park truly unique?

Answered: 13 Skipped: 4

ANSWER CHOICES	RESPONSES	
Feature 1:	100.00%	13
Feature 2:	100.00%	13
Feature 3:	100.00%	13
Feature 4:	92.31%	12
Feature 5:	61.54%	8

#	FEATURE 1:	DATE
1	First sizable managed/protected block of Golden-cheeked Warbler habitat the city protects.	7/25/2023 6:10 AM
2	trails	7/21/2023 10:52 AM
3	the water	7/21/2023 8:34 AM
4	Barton Creek & Little Barton Creek	7/20/2023 11:34 AM
5	Hiking	7/18/2023 8:34 AM
6	Educational	7/17/2023 3:59 PM
7	Access to unique site features in perhaps innovative ways - boardwalks, overlooks, etc.	7/17/2023 2:47 PM
8	Interactive nature center with youth programming	7/14/2023 10:13 AM
9	The Water	7/10/2023 10:34 AM
10	Water features - falls, fountain, pond	7/7/2023 3:34 PM
11	Nature Education Space	7/7/2023 3:07 PM
12	access to Little Barton Creek and Barton Creek for recreation	7/7/2023 3:02 PM
13	Structure that gets people up in the tree canopy.	7/7/2023 2:57 PM

#	FEATURE 2:	DATE
1	Confluence of creeks important for water quality protection.	7/25/2023 6:10 AM
2	hammock spots	7/21/2023 10:52 AM
3	riparian zone	7/21/2023 8:34 AM
4	Wildlife habitat	7/20/2023 11:34 AM
5	Bird watching	7/18/2023 8:34 AM
6	Walking and Hiking Trail with Smart Scan Interpretive Signage	7/17/2023 3:59 PM
7	A technology component - "meeting kids halfway" through things like AR and other experiential interpretive ideas	7/17/2023 2:47 PM
8	Designated hiking trails	7/14/2023 10:13 AM
9	The Historic Artifact Sites	7/10/2023 10:34 AM
10	Fishing and aquatic education	7/7/2023 3:34 PM

11	Planetarium and/or Observatory (Dark Skies)	7/7/2023 3:07 PM
12	night sky programs	7/7/2023 3:02 PM
13	Access to water for enjoyment and education opportunities.	7/7/2023 2:57 PM

#	FEATURE 3:	DATE
1	Mixed native habitats offer a fantastic learning opportunity.	7/25/2023 6:10 AM
2	art pieces/educational features	7/21/2023 10:52 AM
3	upland oak savannas	7/21/2023 8:34 AM
4	Beginnings of the Hill Country Terrain	7/20/2023 11:34 AM
5	Night sky watching	7/18/2023 8:34 AM
6	Gathering places for users (I.E. seating and picnic areas)	7/17/2023 3:59 PM
7	Access to prime wildlife viewing.. bird blinds etc.	7/17/2023 2:47 PM
8	Educational markers throughout trails	7/14/2023 10:14 AM
9	The Native Wildlife	7/10/2023 10:34 AM
10	Splash Pad - small, natural setting	7/7/2023 3:34 PM
11	Bird Blind (Bird City)	7/7/2023 3:07 PM
12	interpretive signs (may be signs connected to information on app or website) regarding habitats, species, vegetation, water quality, archeological sites, etc. within in the park	7/7/2023 3:02 PM
13	A cool piece of art.	7/7/2023 2:57 PM

#	FEATURE 4:	DATE
1	Smart use for a variety of low impact use...limited/controlled camping, biking, etc.	7/25/2023 6:10 AM
2	meadows and "hidden" passive places	7/21/2023 10:52 AM
3	extended hikes	7/21/2023 8:34 AM
4	Archeological Resources	7/20/2023 11:34 AM
5	Activities such as hayrides	7/17/2023 3:59 PM
6	the design of Educational Center, outdoor learning, etc	7/17/2023 2:47 PM
7	See the water spaces, but not access (understand flooding of areas)	7/14/2023 10:14 AM
8	The large Heritage Oaks	7/10/2023 10:34 AM
9	Frisbee golf	7/7/2023 3:34 PM
10	Nature Programs for Adult and Youth	7/7/2023 3:07 PM
11	bird and wildlife viewing stations	7/7/2023 3:02 PM
12	Great interpretive signage throughout the park.	7/7/2023 2:57 PM

#	FEATURE 5:	DATE
1	fishing	7/21/2023 8:34 AM
2	Opportunities for hiking that aren't currently offered in DS	7/20/2023 11:34 AM
3	Camping	7/17/2023 3:59 PM
4	Flex space for mindfulness/wellness activities or workshops	7/17/2023 2:47 PM
5	incorporate innovative protective practices	7/14/2023 10:14 AM
6	Low ropes course	7/7/2023 3:34 PM
7	art installations	7/7/2023 3:02 PM
8	Offering nature education programs to the public.	7/7/2023 2:57 PM

CLIENT VISION SURVEY RESULTS

Q7 Who are the users or user groups you envision using Rathgeber Natural Resources Park?

Answered: 13 Skipped: 4

#	RESPONSES	DATE
1	Primarily nature/outdoor enthusiasts, bird watchers, hikers, campers(?). Mountain bikers (controlled). School groups, scouts.	7/25/2023 6:12 AM
2	residential areas, dripping springs citizens and people in the area who are looking for natural spots	7/21/2023 10:52 AM
3	will be used daily by those in bordering subdivision for hiking/walking; weekly by dripping springs residents for escape to nature; intermittently by Hays County residents for same; and infrequently by Austin metro and beyond for same, but change of pace/to explore	7/21/2023 8:36 AM
4	Families, school groups, birders, hikers, etc.	7/20/2023 11:34 AM
5	1.Local residents from the Dripping Springs area 2. Boy Scouts 3. Bird watching enthusiasts 4. Night sky enthusiasts	7/18/2023 8:36 AM
6	ALL ages; Residents, Tourists, School , Boy Scouts, Campers, Hikers,	7/17/2023 4:02 PM
7	School groups Passive rec users - hikers, birding Retirees Mt bikers (if allowed) Local community members from Dripping Springs area People wanting a picnic or hike opportunity in nice weather. Headwaters community	7/17/2023 2:58 PM
8	local Dripping Springs residents CDS visitors outdoor enthusiasts cyclists, hikers, families DSISD school programs bird watchers researchers/scientists	7/14/2023 10:14 AM
9	People who want experience what the hill country was really like along our creeks before large developments altered the landscape. I think this is not the park for user groups that need significant infrastructure or those that leave a lasting impact.	7/10/2023 10:36 AM
10	Families, seniors, school aged children, home school groups, camps.	7/7/2023 3:36 PM
11	Nature/Trail enthusiasts, Mountain Bikers, School Field Trips, Families	7/7/2023 3:15 PM
12	scouting groups, runners, walkers, wildlife watchers, educational groups, swimmers, kayakers, Hays County Master Naturalists, Hays County Master Gardeners, youth groups, families on outings, bikers (if allowed, which will be a difficult decision), art enthusiasts	7/7/2023 3:07 PM
13	I would like to see it available to the general public on a daily basis. No special user groups or overnight camping unless it's a City program or event. I would like to partner with the school district to offer educational field trips throughout the school year.	7/7/2023 3:02 PM

Q8 Are there any parks or other places you can think of that should serve as guidance or inspiration for Rathgeber Natural Resources Park?

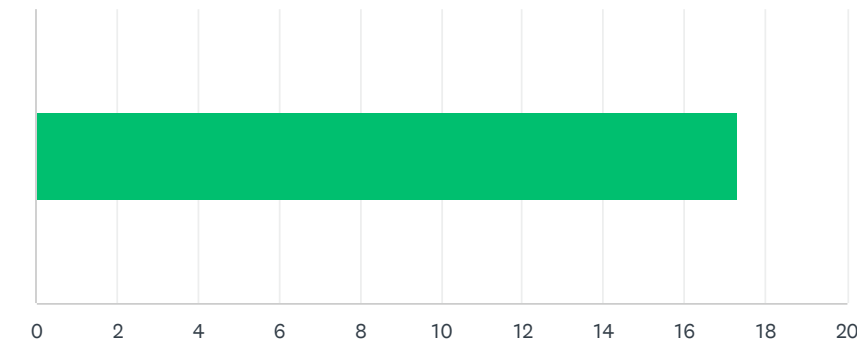
Answered: 12 Skipped: 5

#	RESPONSES	DATE
1	Westcave Preserve, HP Preserve, Pedernales State Park, Jacob's Well, New Balcones Canyonlands Preserve nature center (being master planned.	7/25/2023 6:14 AM
2	Lady Bird Johnson Wildflower center - not really the constructed design of it but the idea of an area that showcases the natural features and is educational	7/21/2023 10:56 AM
3	Williamson County's River Ranch County Park, Reimers Ranch, City of Austin's Barton Creek Wilderness Park	7/21/2023 8:44 AM
4	I hope the park will become a combination of the best things parks around the Hill Country have to offer. Places like the Science Mill in Johnson City and Austin Nature & Science Center offer incredible educational opportunities, Turkey Creek at Emma Long provides great hiking, and various parks and preserves provide great birding opportunities.	7/20/2023 11:36 AM
5	I can't think of any	7/18/2023 8:36 AM
6	Phil Hardberger Park	7/17/2023 4:03 PM
7	-Shangri la botanical gardens and nature center -Lady Bird Johnson Wildflower Center -I think the City mentioned 3 for inspiration in the RFQ -Government Canyon SNA	7/17/2023 3:11 PM
8	Blue Hole San Marcos Nature Center (other nature centers) Aquarena Springs area & Nature Center (TXST/ San Marcos) Intrepretive/interactive signage 45 connector	7/14/2023 10:14 AM
9	I think the Barton Creek Greenbelt is a good guide before it was "loved to death"	7/10/2023 10:37 AM
10	Blue Hole	7/7/2023 3:37 PM
11	Austin Nature and Science Center	7/7/2023 3:15 PM
12	Oliver Nature Park - Mansfield, Texas.	7/7/2023 3:03 PM

CLIENT VISION SURVEY RESULTS

Q9 Organic or Formal?

Answered: 13 Skipped: 4

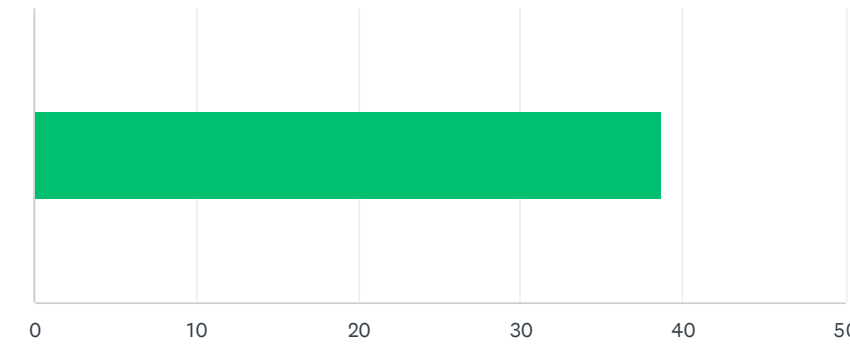


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	17	225	13
Total Respondents: 13			

#	DATE
1	7/25/2023 6:15 AM
2	7/21/2023 10:56 AM
3	7/21/2023 8:46 AM
4	7/20/2023 11:36 AM
5	7/18/2023 8:38 AM
6	7/17/2023 4:04 PM
7	7/17/2023 3:11 PM
8	7/14/2023 10:14 AM
9	7/10/2023 10:37 AM
10	7/7/2023 3:38 PM
11	7/7/2023 3:16 PM
12	7/7/2023 3:08 PM
13	7/7/2023 3:04 PM

Q10 Classic or Futuristic?

Answered: 12 Skipped: 5

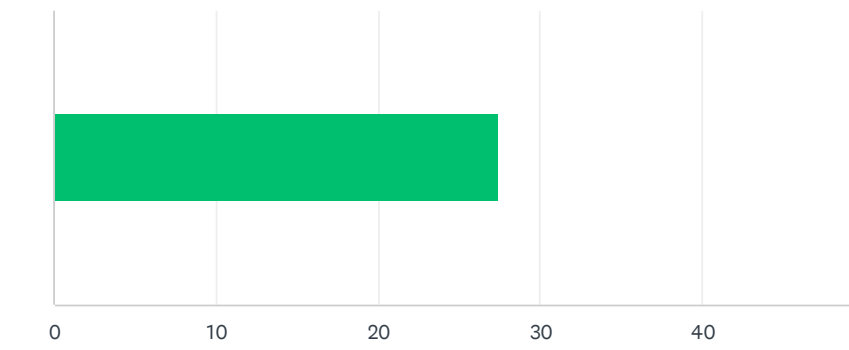


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	39	465	12
Total Respondents: 12			

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2	7/21/2023 10:56 AM
3	7/21/2023 8:46 AM
4	7/20/2023 11:36 AM
5	7/17/2023 4:04 PM
6	7/17/2023 3:11 PM
7	7/14/2023 10:14 AM
8	7/10/2023 10:37 AM
9	7/7/2023 3:38 PM
10	7/7/2023 3:16 PM
11	7/7/2023 3:08 PM
12	7/7/2023 3:04 PM

Q11 Relaxed or Energetic?

Answered: 11 Skipped: 6

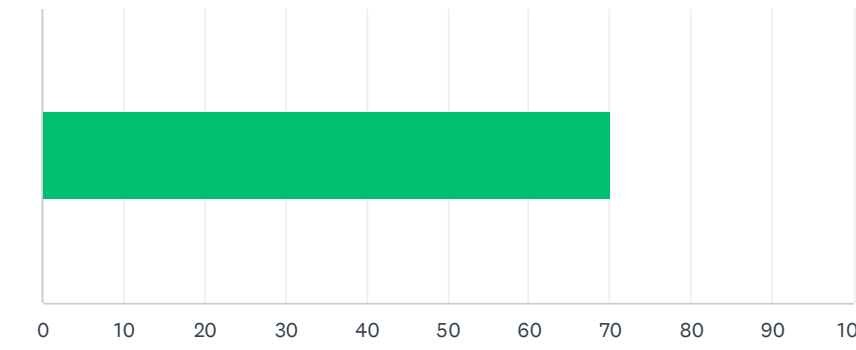


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	27	301	11
Total Respondents: 11			

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6	7/14/2023 10:14 AM
7	7/10/2023 10:37 AM
8	7/7/2023 3:38 PM
9	7/7/2023 3:16 PM
10	7/7/2023 3:08 PM
11	7/7/2023 3:04 PM

Q12 Static or Interactive?

Answered: 10 Skipped: 7



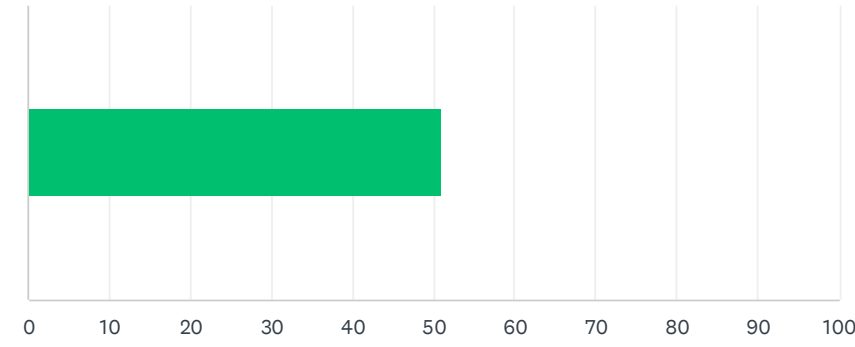
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	70	701	10
Total Respondents: 10			

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3	7/20/2023 11:36 AM
4	7/18/2023 8:38 AM
5	7/17/2023 4:04 PM
6	7/17/2023 3:11 PM
7	7/10/2023 10:37 AM
8	7/7/2023 3:38 PM
9	7/7/2023 3:16 PM
10	7/7/2023 3:08 PM

CLIENT VISION SURVEY RESULTS

Q13 Analog or Digital?

Answered: 8 Skipped: 9

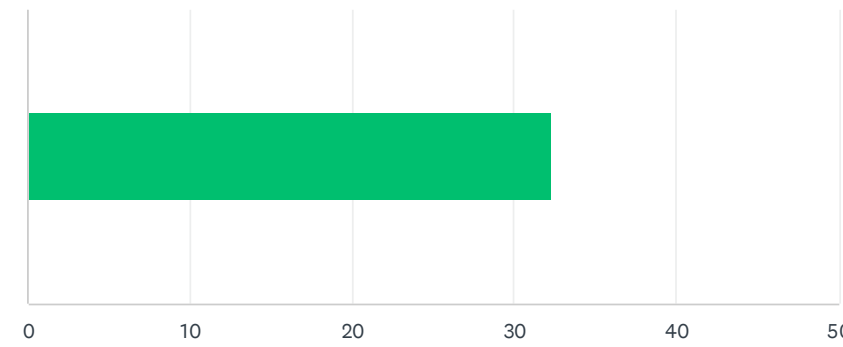


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	51	407	8
Total Respondents: 8			

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5	7/10/2023 10:37 AM
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7	7/7/2023 3:16 PM
8	7/7/2023 3:08 PM

Q14 Passive or Active?

Answered: 11 Skipped: 6

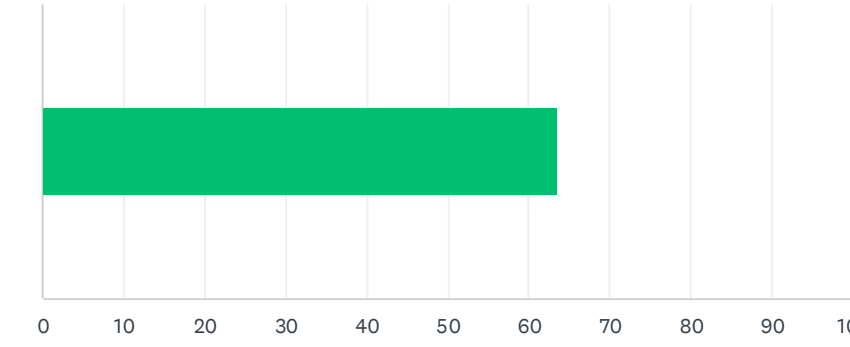


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	32	355	11
Total Respondents: 11			

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8	7/10/2023 10:37 AM
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11	7/7/2023 3:08 PM

Q15 Modest or Imaginative?

Answered: 12 Skipped: 5

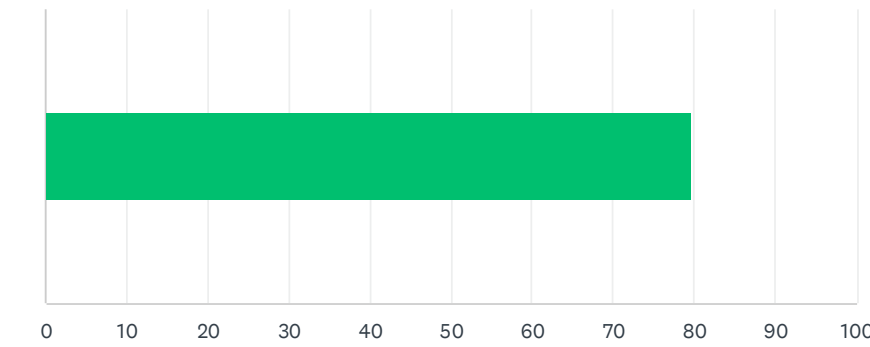


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Total Respondents: 12			

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8	7/10/2023 10:37 AM
9	7/7/2023 3:38 PM
10	7/7/2023 3:16 PM
11	7/7/2023 3:08 PM
12	7/7/2023 3:04 PM

Q16 Tame or Wild?

Answered: 13 Skipped: 4



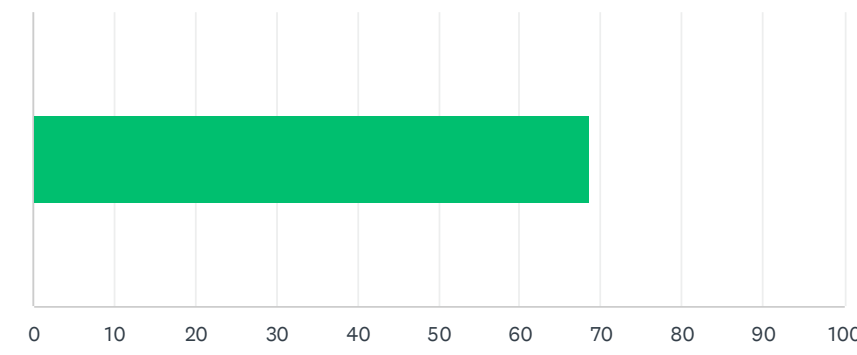
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	80	1,036	13
Total Respondents: 13			

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11	7/7/2023 3:16 PM
12	7/7/2023 3:08 PM
13	7/7/2023 3:04 PM

CLIENT VISION SURVEY RESULTS

Q17 Tried & True or Groundbreaking Frontier?

Answered: 12 Skipped: 5

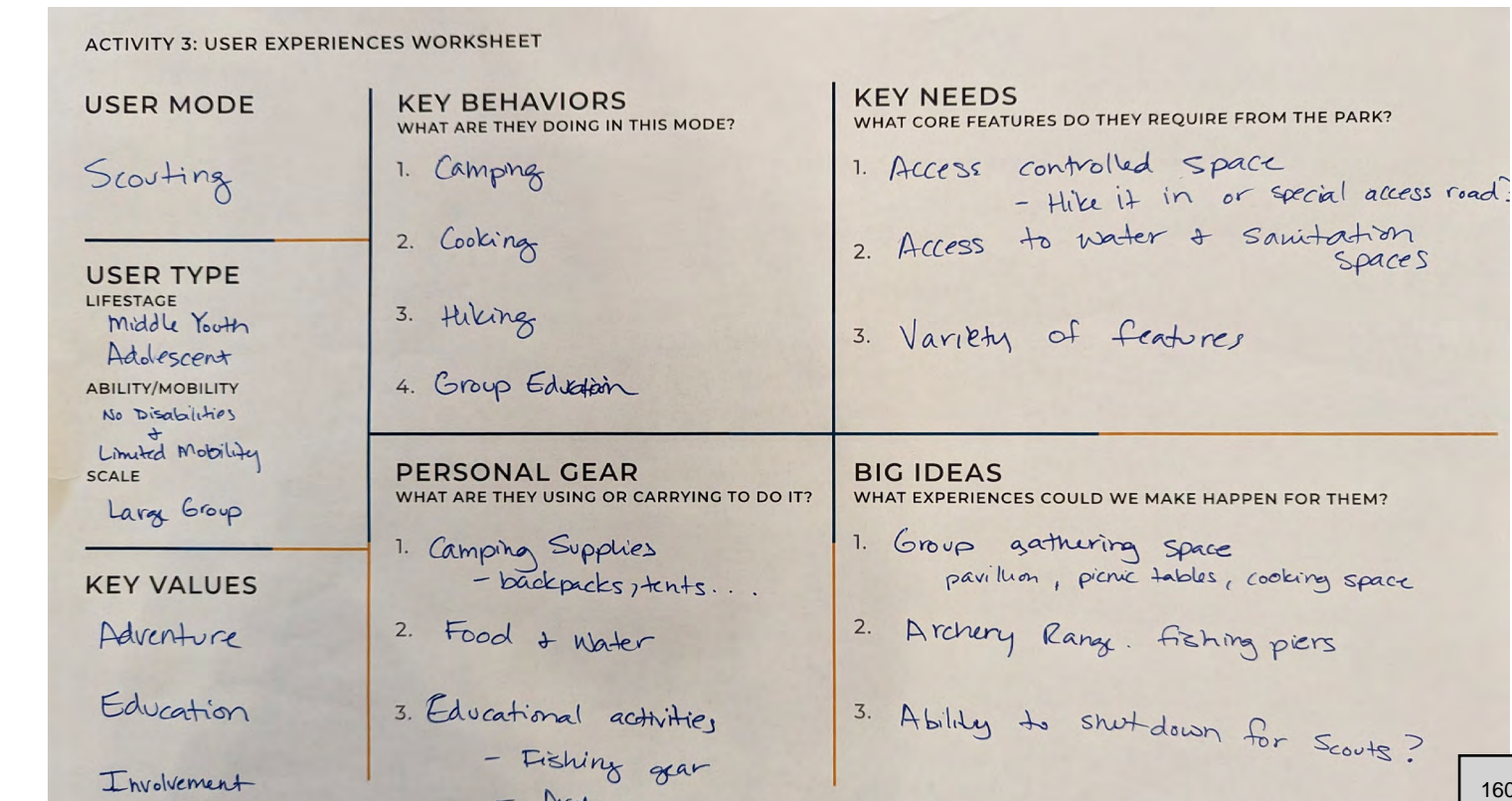
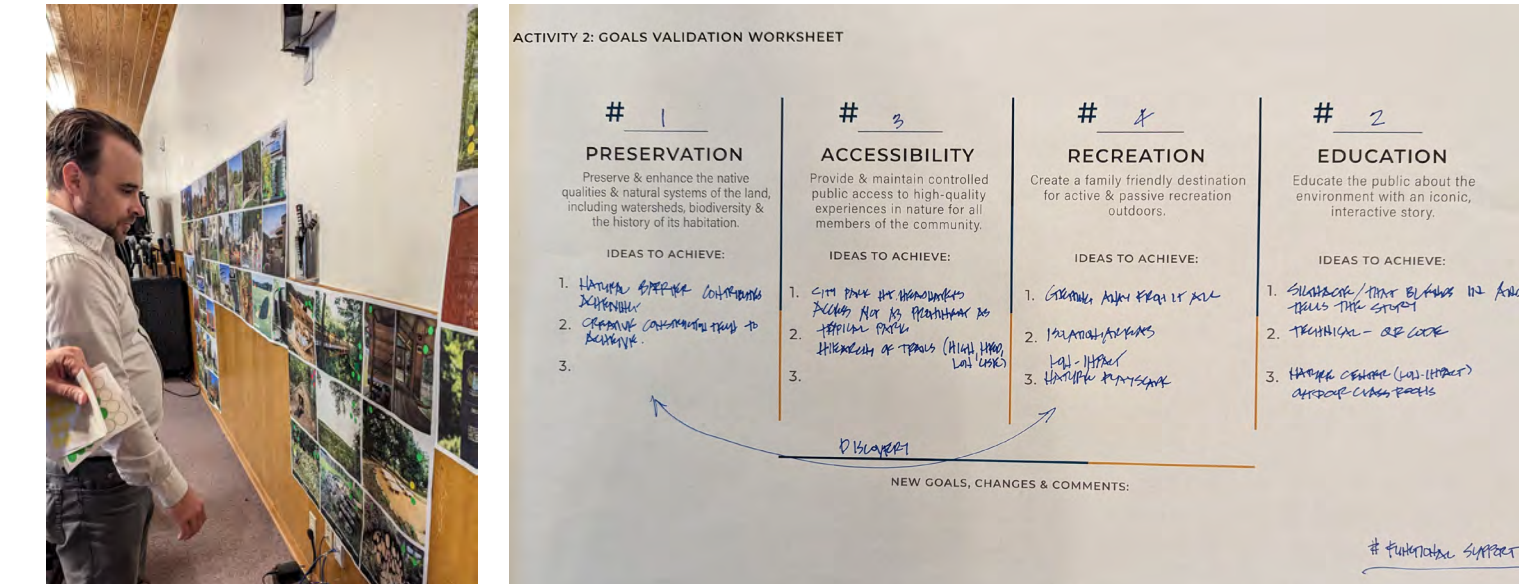


ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
		69	823
Total Respondents: 12			12

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CLIENT VISION WORKSHOP DATA

What do you want to do in the park?	Limited infrastructure, preserve nature, create a natural heart of dripping springs, raptor perches, educational focus, water focus, trail system, celebrate nature, showcase history of park and dripping springs, blend history and education, wildlife viewing, keep natural beauty of park, keep the park wild, make art, don't destroy the park, lookouts, accomplish goals with least amount of impact, preservation, appreciation, and education, get into the tree canopy, trail connection to nearby neighborhoods, long term running (marathons and half marathons) scaled access, gentle impact, education facilities
Value Priorities	Preservation (1), Accessibility (2 and 3), Education (2 and 3), Recreation (4)
Ideas - Preservation	Nature barrier, creative construction techniques, wildlife habitats, materials, maintenance, need for other park systems, targeted amenities, land management, habitat creation and management, collection of history to build an archive (seed library), access to water, type of trail use
Ideas - Accessibility	City parks located in other places (Rathgeber not a typical park), hierarchy of trails, movement of people, control, trails, balance with preservation, creative topo, well defined access, all levels of access, wayfinding, icon, seasonal access, controlled entry and parking, trail difficulty and surfaces, water access, duel language on sign
Ideas - Recreation	Get away from it, isolated areas, low impact nature playscape, discovery, passive, active, interactive, not infrastructure intense (no ball fields), night sky viewing, clear trail system, playground
Ideas - Education	Signage that blends in and tells a story, technical - qi code, nature center (low impact), natural system, biodiversity at home (pocket prairies), Recreation (Education and Recreation), Family activities (scavenger hunts), school groups, community groups (master naturalist, night sky, birders), Educational Center (meeting spaces for volunteer groups), telescope, revealing natural processes, work with ISD, park and rec programs, spaces for education opportunities, technology for education
Function Support	Access roads, maintenance buildings, recycling and waste management, garden spaces
	Maintenance - hidden green roof, off grid, rainwater/grey water use, tour maintenance facility for education, electric vehicles, community lead maintenance
	Classroom Learning - immersive sensory experience at diverse ecosystems (braille trail) safe shelter/home base, nature play
User Experiences (big Ideas)	Night Sky - signage of constellations, star party events, gentle flat area, elevated platform for telescopes Scouting - group gathering spaces, archery range, fishing piers, ability to shut down park for scouts Relaxing - pavilion (yoga, meditation, wind chimes, sensory), hammock grove, meditative trail
Activity/Experience Inspiration	Place of discovery, small subtle unique features with low impact, nature focused, multi use, nothing too loud or bold, blends into nature and celebrates it, clarity of ideas, elements are mutually exclusive, mountain biking is disruptive, design for specific uses, interesting and stimulating, digital technology, role of history, large gatherings? large parking? what are those large gatherings (movie night, lecture)? Exercise groups? City programs, park hours? fee based? open at night? rentable facilities? school connection and coordination, Headwaters Access?
Image Rating	Based on a visual image survey clients choose images that represent a more naturalistic approach to design. Images such as native prairies, bird houses, soft materials and natural inspired where chosen. Images that featured bold and bright colors with heavy materials were declined.



ENVIRONMENTAL

Question 1: Pressing Needs or Priorities?

concerned about bike tearing up the environment, keep bikes in their place, keep them from making new trails, Reimers Ranch- designated trails that they maintain, biking is limited, Golden Cheek Warbler in the area, restrictions during breeding season? Preserve as much integrity near the river, preserve the understory and the general make up of the river and the adjacent zones, Riparian area as native as possible and limit mowing in the area, regular educational programs, maximize protecting buffer zones for the park, concern about future development, wildland urban interface - management buffer, Riparian restoration, weekly walks to teach people how to id plants and the benefits of the riparian edge, discourage swimming in the creek

Question 2: Other parks and places that do a good job?

Reimer Ranch, Blue Hole (Allow access to water but still having natural areas) Coasta Rica Osa Peninsula Serena's Station (Conditional only go with a guide, can't go rouge and damage the park, stay over night, hike and camp the area, educational opportunity, working/volunteering opportunity) West Cave (Riparian restoration and education) Some areas with limited or guided access and areas that are open to public

Question 3: Fond memory of Texas or Dripping Springs Park?

Hamilton Pool (take the kids and swim and kayak and able to access another park from this area, water activities very pristine and calming, fun with the family)

Question 4: What are the opportunities for this park?

Education is very important for this park and the experience people can get in the natural setting, Fostering the deeper the connection to nature and commitment to nature, hands on effort, conservatory public engagement, MO, hands in the dirt and on the plants, teaching kids how to protect nature, keeping the park free of trash, educational workshops, Guided visits that educate the visitor, Students from Texas state or UT getting access to private lands - some sort of grant or partnership between Rathgeber and a school, Night walks - nightwalking with redlights, interpretative center that is staffed, indoor outdoor learning environments, Minimize parking, bike parking, West cave has a great educational area, Biospher walkthrough museum, water feature - interactive showing the cycle of water during dry and wet times (how do you bring the outside to the inside of the environmental/educational center, Headwaters of the Edwards aquifer

Question 5: What are people doing there?

Studying, DG is too loud for bird watching, Reimers ranch good examples for how to be good environmentalist, echo reducing bathrooms, lightest colored paths (how ancient people got around in the dark, the stars and moon reflect the light color), No radios or outside sound or boomboxes, bird blind - easy access but not on a main trail - get experts to pick the site, interchangeable signs or display (seasona shows what is going on in the environment)

HEADWATERS DEVELOPER

Question 1: How do you feel about the values?

Resource education - how does the school fit into this value - how does the school benefit? - is this part of a larger plan for dripping springs? From a residents perspective - low impact recreation and education (Headwaters to create programs that connect to the park - events for both residents and the greater community) Direct line to HW would be through the HOA. Residents of HW get on social media a lot - a good resource to share information about the park. Having residents from HW - what does the social side of Rathgeber look like

Question 2: How could this park positively impact the community?

Rathgeber has always been promoted as open space - giving residents tangible number to see like the miles of trails in the park. What kind of of facilities that could be potentially be built would residents use - don't have a lot of outdoor exercise or disk golf (something that takes up a larger area that can't be done with in Headwaters) Conservation Development - respect to the low density development and connection to HW. The community wants more high impact activities.

Question 3: What impacts would you like to mitigate or avoid?

Difficult Access - doesn't want all access to come through headwaters (doesn't know how it will impact headwaters) - cars lining up in headwaters - be mindful of the residents - any facilities that would cause a distraction - push back from prohibiting golf carts or electric bikes. Golf Carts are everywhere in headwaters. Dirt Bikes at Headwaters.

Question 4: Any concerns about the development process?

Keep freehold in the loop as the development process goes. Wants to get out ahead it. Trouble with the school communication - Communication is key - feed Freehold messages and they can communicate with everyone else.

Question 5: How will residence access the park?

By walk, car, and golf cart. Trails already connect to the park. Moms with Kids in their golf cart. What to encourage people to come to the park, add golf parking. Dedicated easement to Rathgeber - parking built there intended for the trails in the park. Easements with the drip fields

Question 6: What would you like to learn here?

Parents with toddlers are your primary demographic - what are your other demographics? Community survey wanted more Teen activities - How do we engage through all generations - teen demographic gets missed a lot. Groups at Headwaters - Headwaters Stargazers (resident with a big telescope) - any current nature groups or education classes in the community - There used to be nature classes and they would bring in outside teachers

MOUNTAIN BIKERS

Question 1: Favorite places to ride?

Pedernales, Maxwell (south Austin) LCRA managed has equestrian use, Purgatory - a lot of technical stuff but not anything too big, Reimers black courses are pretty dangerous for kids or beginners, Reimers offers comprehensive signage with clearly marked trails, Warda (near Smithville area) Trails are incredible, Comfort Texas - stormhill (personal ranch someone opened) Schreiner in Kerrville (great trails, but hard to navigate not enough trail marking) Flow trail in Sugarland (Flow City?), Bentonville

Question 2: Strengths and Challenges

As a biking team, maintenance of trails - what area the clearings around curbs, anything that pops out into the trail like trail branches, not too wide but not too narrow, keep in mind things that can be a hazard like dinosaur egg rocks (big rocks that are loose and can be a hazard) ok to have rock gardens and some drop offs - want verity of textures on trails the more rock gardens the more technical and difficult a trail. Rocks with deep ridges or spikes or excess texture can be dangerous for bikes or wheels. How to maintain trail to be technical but not dangerous. Lack of flow or small jump lines (pump lines, jumps, drop offs) have a verity of jumps, flat spots, and rock gardens). Small Pump trail near the front of the park. Utility stations or fixit stations or other amenities - a small station is good in an emergency, better to have a station than not to have a station, parking - nothing extra needed beyond reasonable parking, bathroom at the beginning of the trail, hose to clean off bike, Maintenance tools - do you bring your own tools? ranch park has a shed they can keep tools in. most of the time someone has a bike box in their car or can carry the tools on them. trying to teach kids how to maintain their bike while on the trail. Group meet up before a ride - need a gathering spot for the meet up - middle school and high school age with some parents. have about 30 riders when they go out. Abilene trail on a police base - really tight, riders usually ride in pairs. Gathering is essential at the beginning, usually done in a field at ranch park, nice to have a starting practice field - if connecting to ranch park they can continue to meet there and then move on to Rathgeber trail. Create multipurpose areas (example amphitheater)

Question 3: Why do you avoid a place to ride?

Off leash dogs or equestrians - Riding through poop horse or dog - provide dog waste bags. Too crowded - hard to park, too many people

Question 4: What experiences or features do you want to see at Rathgeber?

Not see horses - fine on their own trails keep off of mountain bike trails, trail experience - single track mountain bike trail - no DG or gravel or mulch it throws up and gets in eyes, it is in the way. Flow trail, cross country trail, put in more miles. Minimum of a 5 mile trail wants up to 10 to 15 mile (how to we get creative with milage - tightly wind in the trails to get more miles in the track) hydration stations or resting stations. Access to creek, or riding through water features - shallow spaces to ride through. Often have kids that will forgot to bring or refill their water bottle - can be dangerous without water. Shaded trails during the summer months - don't do too many open fields because it can get too hot.

Question 5: Additional Comments?

Hikers have earbuds can't hear as well and its hard to warn people you are coming, How to keep people being mindful on the trail, Riders and hikers/horses have to go in the opposite direction to avoid collusions, Close trails when it rains and keep public updated, When the trail is wet it can be damaged easily - creates deviates in the ground. Potential for loose livestock or possible deer tracks? Dripping springs is lacking the cross country trails with a range of difficulties, Would it be helpful to have signage showing the rules or courtesy of the trails - too many signs can cause people to ignore them - keep it simple, Don't picnic on trails, Austin Ridge Riders do trail building

SCOUTS

Question 1: What would you do on a day trip?

Hiking along the stream banks and explore the flora and fauna of the park. A lot of topo change, confluence of the creeks, fishing opportunities, big open flat areas that they can do training on - first aid training courses, pioneering (make homemade structures/homesteading) Building things, bowl area with lectures and campfires. Mixture of different areas on a small piece of land. anything that helps the scout learn their skills.

Question 2: What does an overnight trip look like?

Enhance on leadership skills, self resilience to pull camp together. Central gathering place for group activities possible around a campfire. Split them into "patrols" the camp together and cook together. Backpacking opportunity, different camping experiences (dry camp, etc.) Night Sky - astronomy, kids from inner city Austin don't have the opportunity to see the stars as much. Listening to the sounds at night. (how big are the group - (30 plus kids and leaders, could be a range of kids 10 to 30 depending on the activities could be up to 80 kids)

Question 3: What types of activities do you think this park would be good for?

Orienteering (navigation) Pioneering, environmental studies and impact. Multiple merit badges (water conservation, bird study, camping, fire safety, first aid, fly fishing? Native American lore, insect study, plant science, photography, surveying, sustainability, archaeology, astronomy, environmental, fish and wildlife management, fishing, forestry, gardening, geocaching, geology, landscape architecture, mammal study, nature, orienteering, personal fitness, pioneering, plant science, reptile and amphibian study, safety, search and rescue, signs signals and codes, soil and water conservation, space exploration, weather, wilderness survival) Archery requires safety consideration, finding places for eagle projects, places the youth can give back to the community, amphitheater for ceremonies, indoor activities, pavilion for gathering

Question 4: What facilities do you need?

Parking and traffic management, restrooms, and potable water. Emergency routes and access (don't want people to get stuck) (Cub scout min is r running water and restrooms) Showers are not required. scouts have standards they need to follow at permanent camps. Baseline for an overnight camp. How does the environment help to teach? - a lot of the training takes place in the outdoor - when the boy scouts were created a core value was to use the outdoors as a classroom - this location works as a smaller group level - looks at one thing on the trip- what can they focus on that they can see and touch in real life. They need more tangible things to see. don't really need infographic signage use it if its there but not something they look for - they are usually prepared before hand. if its there its nice but not needed.

Question 5: How do you think the park can help further the scouting mission?

This park will have an impact on the kids into the future, a place to locally camp, parents don't want to drive a long way to camp with their kids, wants kids to keep coming back, want the parents to keep coming back too, service projects (pick up litter do something nice for the site) Eagle projects - ex: build the signage for the park. want them to learn how to manage plan and conduct a project, living library for things

Question 6: What have you seen in other parks?

Explore other Texas parks, anything that is unique to this area, what is its relation to the surrounding context, LCRA parks good with history and interpretive education, primitive camping area. just need a place to put down units for when they come out. Don't need to provide extra stuff like picnic tables or anything like that. How far will people travel from car to camp site? The elevation change doesn't help - if there is a lot of equipment they would have to drive down and unload. Cub scouts require a lot more effort (need close facilities and parking) The boy scouts can be far out and primitive.

Question 7: Security in Park?

Who is coming into the park and from what area? Are there homeless people living in the park?, people passing through looking to do illegal activities, just general visitors coming to the park. Safety Guidelines? Guide to safe camping manual - adults have to be aware - pretty vague and general - methods for deescalating situations and how to handle bad situations, how to mitigate the issues. Car parked overnight - fear of break ins - how to assure the scouts parents their car won't be broken into. If they are aware of what could happen out there they can mitigate the danger or concern. Leverage the sheriffs office (what makes since to the sheriffs office - coordinate with them to let the know there are campers - so they can monitor if there are any problems in the park. the sheriff can see who is suppose to be in the park. Emergency situations - how do they get out of the park when a dangerous situation occurs.

Question 8: Additional Comments?

emergency shelters for weather

EDUCATION

Question 1: How often do you use outdoor learning environments?

Daily (all campuses have the ability) Outdoor education class - learn hunting and fishing and similar, take field trips to outdoor places. Good to have something in town to see what the wildlife looks like, there terrain, or geology. Middle school or highschoolers do outdoor? Middle school yes- limited with space. Transportation issues, teachers take classes outside to enjoy weather....not sure about elementary has other than field trip. Gardening activities or horticulture and ag.

Question 2: What could this park offer you and your students?

want educational programs to show students what is happening in our area (climate change, wildlife, preservation, etc.) Community impact and teaching students how to take care of what we have and how we can be good stewards. Interest in understanding the ecosystem that is already out there including plant fauna - building from K through 8th grade - building a foundation of knowledge throughout the years.

Question 3: How likely would you create field trips here at the park?

the location and accessibility is ideal. even getting individual students to the park - extension projects so kids could go on their own time. Are the field trips teacher lead? They have volunteer leaders leading the outdoor education. Outreach opportunities - come to the classroom as a guess speaker, incorporated into a field day or a career day. Opportunity at the high school - courses at the high school like aquatics or specific ecological courses that fit. Teacher CEU's - course at Rathgeber where they can earn credits - Texas parks does a program, McDonald's observatory, teachers can bring what they learn back into the classroom, Art classes out there or journaling - would hands on programs be something they want? The new curriculum is very hands on. The district has 100's summer camp options (camps held at the elementary school, future camps at the school at headwaters, could have a nice connection to Rathgeber)

Question 4: What can kids learn?

Kids don't know what is in their own backyard - just see what Texas has to offer. how do you see tech fitting into the park? - opportunity to get away from tech and unplugging from the digital word. Look at it through data collections and new techniques - education opportunity like taking plant transects or surveying...etc. how could technology be used to help students learn.

Question 5: Additional Comments?

Outdoor education classes and specific courses that already have a relation to the natural world, introduction to athletics (field trip for hike) Can be used for classes that aren't typical nature/environmental focused like art and photography. Professional development for teachers, work with teachers to developed educational program at park



WHO ARE WE?

RVI PLANNING + LANDSCAPE ARCHITECTURE • NANCY LEDBETTER & ASSOCIATES • MALONE WHEELER • SECOND SPATIAL • HICKS AND COMPANY

WHY WE ARE HERE AND WHAT ARE WE DOING?

WHY
CREATE A VISION FOR RATHGEBER NATURAL RESOURCE PARK

WHAT
INPUT ON THE FUTURE OF RATHGEBER NATURAL RESOURCE PARK

WHERE IS RATHGEBER NATURAL RESOURCE PARK?

CLIENT VISION WORKSHOP

- CONVERGENCE OF LITTLE BARTON CREEK AND BARTON CREEK
- WILDLIFE HABITAT AND NATIVE TEXAS PLANTS
- HISTORICAL SITES AND PLACES

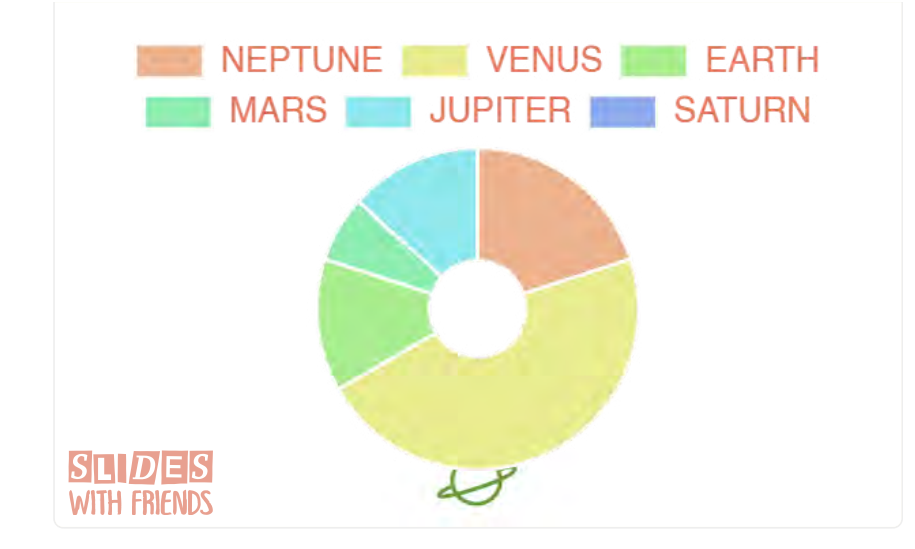
VIRTUAL SITE TOUR



- WHO? - DESIGN TEAM, CITY OF DRIPPING SPRINGS STAFF AND CITY STAKEHOLDERS
- WHAT? - WORKSHOP TO DISCOVER VISION AND VALUES FOR RATHGEBER NATURAL RESOURCE PARK
- SURVEY TO DETERMINE NEEDS AND WANTS FROM CITY
- GOAL EVALUATION
- USER GROUP EXPERIENCES
- IMAGE INSPIRATION

Join this Event

WHAT IS YOUR FAVORITE PLANET OF THE ONES LISTED?



VISION STATEMENT

AN ENGAGING NATURE PARK THAT INSPIRES PEOPLE TO CONNECT WITH THE WILD TEXAS HILL COUNTRY

HOW EXCITED DOES THE VISION STATEMENT MAKE YOU ABOUT RATHGEBER NATURAL RESOURCE PARK?

IS THE VISION STATEMENT CLEAR?

DOES THE VISION STATEMENT REFLECT THE NEEDS OF DRIPPING SPRINGS?

No Yes

PLANNING VALUES

- (ENVIRONMENTAL) PRESERVATION**
Strengthen the native qualities & natural systems of the land.
- (LOW-IMPACT) RECREATION**
Create opportunities for people to enjoy time outdoors.
- (RESOURCE) EDUCATION**
Educate the public about the environment and history through iconic, interactive storytelling.
- (EQUITABLE) ACCESSIBILITY**
Provide controlled public access to experiences in nature for people of all ages and abilities.
- ECOSYSTEM HARMONY**
Foster an active, healthy balance of people, plants and wildlife.

HOW EXCITED DO THESE VALUES MAKE YOU ABOUT RATHGEBER NATURAL RESOURCE PARK?

ARE THESE VALUES CLEAR?

DO THE VALUES REFLECT THE NEEDS OF DRIPPING SPRINGS FOR THIS PROJECT?

No Yes

SLIDES WITH FRIENDS

WHAT VALUE IS THE MOST IMPORTANT TO YOU?

SLIDES WITH FRIENDS

WHAT VALUE IS THE LEAST IMPORTANT TO YOU?

SLIDES WITH FRIENDS

WHAT COULD THIS PARK BE?

SLIDES WITH FRIENDS

PARK ACTIVITIES

- HIKING
- JOGGING
- WALKING
- SCOUT CAMPING
- BIRD WATCHING
- EDUCATIONAL FACILITY
- OUTDOOR CLASSROOMS
- INTERACTIVE LEARNING
- HABITAT RESTORATION
- HAMMOCKING
- NATURAL PLAY ELEMENTS
- DARK SKY OBSERVATION
- WATER ACCESS
- OVERLOOKS
- POLLINATOR GARDEN/PLANTS
- AUGMENTED REALITY

SLIDES WITH FRIENDS

THANK YOU!



SLIDES WITH FRIENDS

Summary of Presentation –

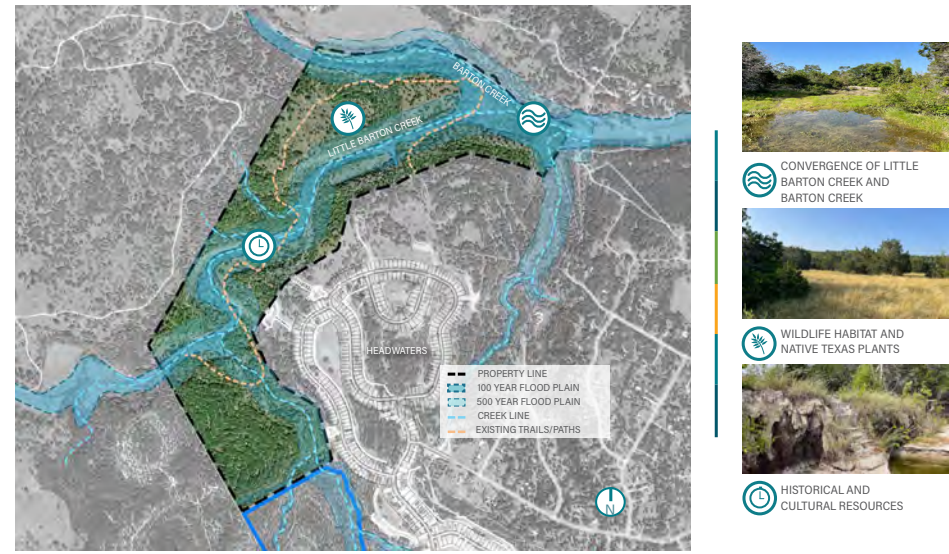
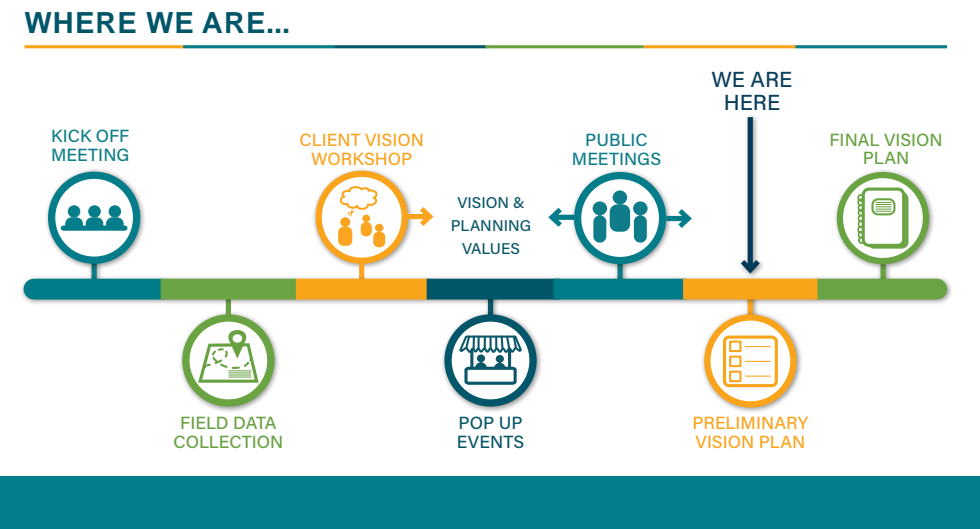
- Introduction of Design Team
 - RVI Planning and Landscape Architecture, Nancy Ledbetter & Associates, Malone Wheeler, Second Spatial, Hicks and Company, and Clayton Korte
- Purpose
 - Create a vision plan for Rathgeber Natural Resource Park
 - Gather input from the public for the vision and values of the park
- How is a Vision Plan made?
 - Kick off Meeting – Field Data and Collection – Client Vision Workshop – Public Meetings – Preliminary Vision Plan – Final Vision Plan
- Where is Rathgeber Located
 - East of downtown Dripping Springs, northwest of Headwaters
- Key Features of the Park
 - Convergence of Little Barton Creek and Barton Creek
 - Wildlife Habitat and Native Texas Plants
 - Historical and Cultural Resources
- Virtual Site Tour
- Client Vision Workshop
 - Workshop to figure out vision and values for Rathgeber Natural Resource Park
 - Survey to determine needs and wants from the City
 - Goal evaluation
 - User group experiences
 - Image inspiration
- Event Join and Introduction Question
- Vision Statement Reveal
 - An engaging nature park that inspires people to connect with the wild Texas Hill Country
- Question 1: *How excited does the vision statement make you about Rathgeber Natural Resource Park?*
 - 😊 – 9 responses
 - 😄 – 6 responses
 - 😊 – 3 responses
 - 😊 – 0 responses
 - 😊 – 0 responses
- Question 2: *Is the vision statement clear?*
 - 👍 – 16 responses
 - 👍 – 2 responses
- Question 3: *Does the vision statement reflect the needs of Dripping Springs*
 - Yes – 13 responses
 - No – 2 responses

- Introduction of Planning Values
 - Environmental Preservation
 - Strengthen the native qualities and natural systems of the land
 - Low impact recreation
 - Create opportunities for people to enjoy time outdoors
 - Resource Education
 - Educate the public about the environment and history through iconic, interactive storytelling
 - Equitable Accessibility
 - Provide controlled public access to experiences in nature for people of all ages and abilities
 - Ecosystem Harmony
 - Foster an active, healthy balance of people, plants, and wildlife
- Question 1: *How excited do these values make you about Rathgeber Natural Resource Park*
 - 😊 – 9 responses
 - 😊 – 6 responses
 - 😊 – 2 responses
 - 😊 – 1 responses
 - 😊 – 0 responses
- Question 2: *Are these values clear?*
 - 👍 – 16 responses
 - 👍 – 1 response
- Question 3: *Do the values reflect the needs of Dripping Springs for this project*
 - Yes – 15 responses
 - No – 2 responses

- Question 4: *What value is the most important to you?*
 - Environmental Preservation – 5 responses
 - Low Impact Preservation – 5 responses
 - All values are equally important – 4 responses
 - Ecosystem Harmony – 2 responses
 - Resource Education – 1 response
 - Equitable Accessibility – 0 responses
- Question 5: *What value is the least important to you?*
 - All values are important – 15 responses
 - Resource Education – 2 responses
 - Equitable Accessibility – 2 responses
 - Environmental Preservation – 0 responses
 - Low Impact Recreation – 0 responses
 - Ecosystem Harmony – 0 responses
- What could this park be?
 - List of potential park activities from case studies (Hiking, outdoor classrooms, overlooks, Hammocking, etc)
- Question: *What amenities would you like to see at the park?*
 - Mountain biking – 22 responses
 - Natural trails/ walking trails / hiking trails – 26 responses
 - Warbler habitat protection – 3 responses
 - Birding – 10 responses
 - Snake Education – 3 responses
 - Exercise equipment – 2 responses
 - Educational Signage (Entomology, Botany, Geology, etc.) – 7 responses
 - Stargazing/ telescope – 10 responses
 - Dark Sky – 5 responses
 - Public art – 4 responses
 - Youth education – 4 responses
 - Water access – 4 responses
 - Bat houses – 3 responses
 - Leash free zone – 2 responses
 - Wildflower meadows – 5 responses
 - Aquifer recharge education – 6 responses
 - Water resource education – 2 responses
 - Native plant ID – 4 responses
 - Raptor perch – 3 responses
 - Summit view – 3 responses
 - Naturalist education (non-profit social network of naturalist that map the biodiversity across the globe) – 3 responses
 - Interactive education – 2 responses
 - Bioswale and rain garden education – 2 responses
 - Solar – 3 responses
 - Limited access points – 3 responses
 - Equestrian trails – 2 responses
 - Chimney Swift tower – 5 responses

Public Questions/Comments-

- Will swimming be allowed?
 - Pending, depends on Dripping Springs regulations
- Will horseback riding be allowed by deed restriction?
 - Allowed according to deed restrictions
- Will mountain biking be allowed by deed restriction?
 - Allowed according to deed restrictions
- Will there be prescribed burning/land management
 - Pending Dripping Springs regulations
 - Vision plan can recommend prescribed burning done safely or recommend an alternative such as a mowing schedule
- The park should have a plan to control Cedar
- What kind of funding will the park have?
 - Can come from a variety of different sources - TBD
 - Funding partially from the last Hays County Bond
- How long is the project timeline
 - Vision plan complete in spring 2024, construction TBD
- What are the plans to connect to other greenspaces throughout Dripping Springs?
 - Wildlife corridors and defragmentation is extremely important to the environment
 - No plans have been determined yet...explore possibility
- Are the flood boundaries shown on the plan up to date
 - These are the old boundaries, Malone Wheeler has a draft of updated boundaries
- Can you index different areas on the virtual tour? Would make it easier to navigate
- Are there any buffers from surrounding properties to mitigate the risk of pollution to site?
 - None that are known, through the park design we can create our own mitigation efforts if there are none in other developments
- How will access be controlled? Will there be security for the park?
 - To early to determine, Dripping Springs will need to coordinate
- What are the future development plans around the area?
 - Headwaters is finished developing
 - Other developments are planned for the West side of the park



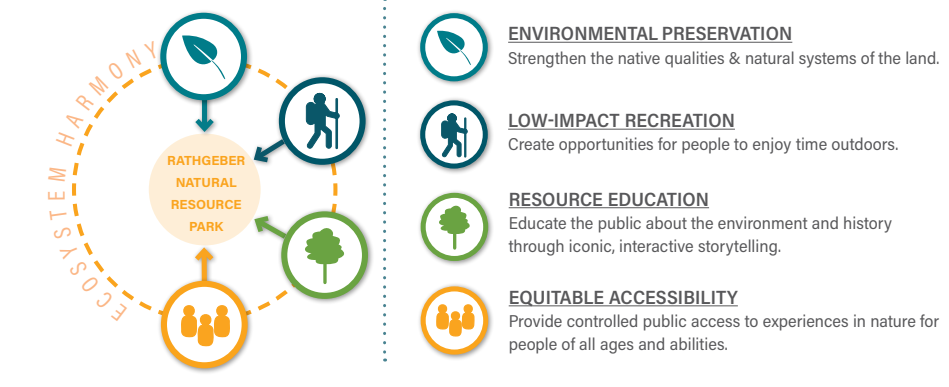
WHAT WE'VE FOUND...



WHAT WE'VE HEARD...



OUR PLANNING VALUES...



"AN ENGAGING NATURE PARK THAT INSPIRES PEOPLE TO CONNECT WITH THE WILD TEXAS HILL COUNTRY"



DESIGN GOALS FOR BUILT STRUCTURES

- ENVIRONMENTAL PRESERVATION**
Minimal Site Disturbance - Position structures to preserve existing vegetation and natural landforms, minimizing grading and other site alterations
- LOW-IMPACT RECREATION**
Create opportunities for people to enjoy time outdoors.
- RESOURCE EDUCATION**
Incorporate hand-on, interactive exhibits that educate visitors about the local ecosystem. Use clear, informative signage to interpret the local flora, fauna, geology, and historical significance of the site.

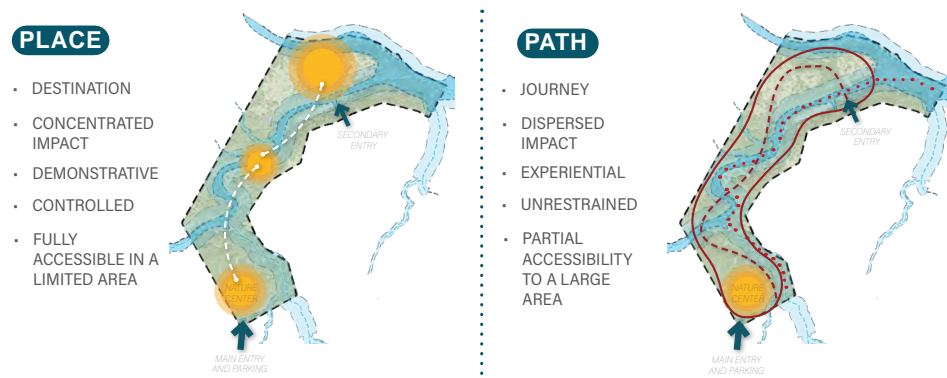


DESIGN GOALS FOR BUILT STRUCTURES

- EQUITABLE ACCESSIBILITY**
Facilitate accessibility and community engagement
- WILDLIFE-FRIENDLY DESIGN**
Ensure the design supports local wildlife by incorporating bird-friendly strategies and avoiding barriers that hinder animal movement.



HOW COULD WE EXPERIENCE THE PARK?



FIVE KEY BEHAVIORS SUPPORTED

- Wanderers:** Hiking, Art Viewing, Picnicking...
- NATURE ENTHUSIASTS:** Birders, Master Naturalists, Foragers, Stargazers...
- ACTIVE ADVENTURE SEEKERS:** Mountain Bikers, Trail Runners, Exercise...
- Learners:** School Groups, Scouts, Adult Learner's, Researchers...
- Habitats:** Golden Cheek Warbler, Natural Systems, Riparian and Water Corridor...



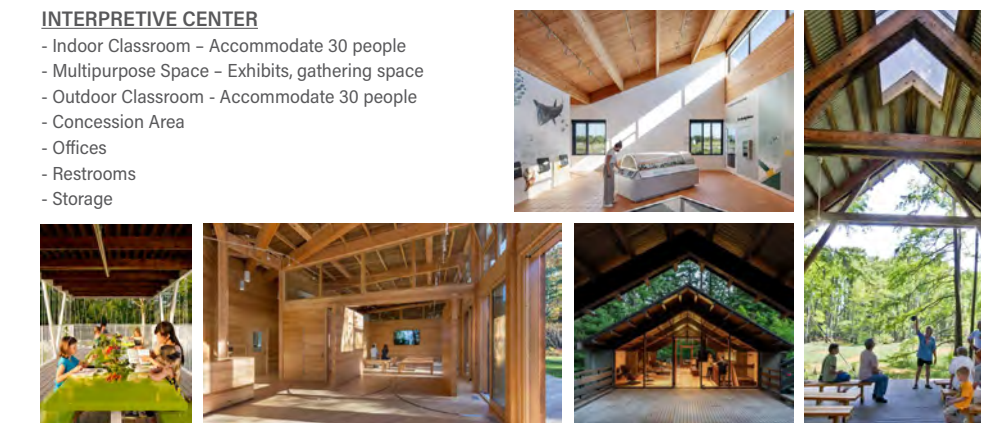
DESIGN GOALS FOR BUILT STRUCTURES

- CONTEXTUAL ARCHITECTURE**
Respond to the context of the site, including topography, trees, sun angles, prevailing breezes and views. Draw inspiration from the Texas Hill Country. Use materials appropriate to the site.
- CONNECTION TO NATURE**
Design spaces that provide visual and physical connections to the natural environment. Consider the human experience of moving through and between the site and the structures.



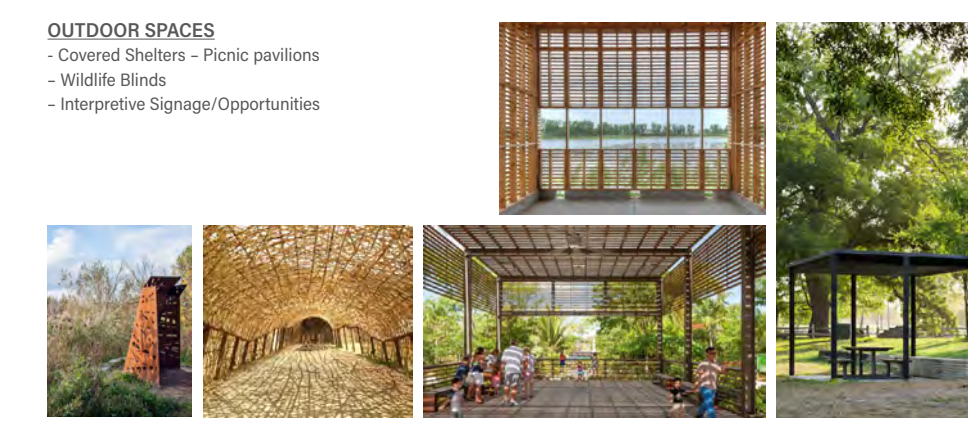
PROGRAM

- INTERPRETIVE CENTER**
 - Indoor Classroom - Accommodate 30 people
 - Multipurpose Space - Exhibits, gathering space
 - Outdoor Classroom - Accommodate 30 people
 - Concession Area
 - Offices
 - Restrooms
 - Storage



PROGRAM

- OUTDOOR SPACES**
 - Covered Shelters - Picnic pavilions
 - Wildlife Blinds
 - Interpretive Signage/Opportunities



QUESTIONS...

QUESTION - BUILT STRUCTURES

How do you envision yourself using the Nature Center?

QUESTION - WANDERERS

Would you prefer the experience to be smaller dispersed moments throughout the park along trails or would you prefer an artistic moment to be in a central place and more monumental?



Dispersed



Monumental

No Preference

QUESTION - NATURE ENTHUSIASTS

Do you prefer to have a few key places in the park such as bird blinds or observations pads, or do you prefer to participate in those activities while walking on a pathway or trail?



Observation Points

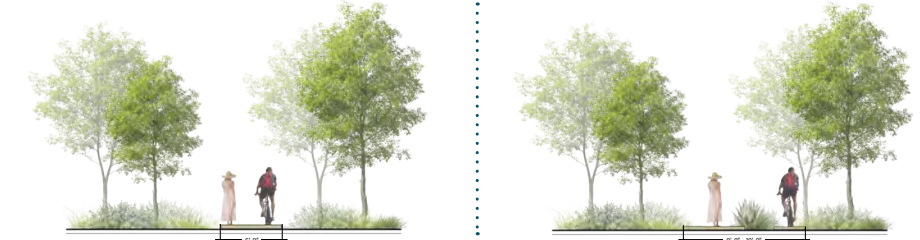
No Preference

Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS

Do you prefer to have trail activities on shared trails, trails that are separated, or a mix of both?

When weighing the decision, please consider shared trails typically have a lighter footprint on the landscape than separating trail use.



Shared

Both

Separated

QUESTION - Learner's

Do you prefer to have more demonstrative activity space, such as amphitheaters or demonstration gardens, or do you prefer to have interpretive signage throughout the park for self guided education?



Demonstrative

No Preference

Self-Guided

QUESTION - Habitats

Would you feel comfortable with built habitat features in your direct vicinity for our non-human neighbors that may sometimes get a bad rap such as bees, amphibians, snakes, or spiders?



Comfortable
or
Uncomfortable



A representative from RVI made a presentation at the public meeting. This presentation included:

- Background information and a timeline about the project to date
- Planning values encompassing environmental preservation, low-impact recreation, resource education and equitable accessibility
- Five key behaviors to be supported by the park (Wanderers, Nature Enthusiasts, Active Adventure Seekers, Learners and Habitats)
- Design goals for built structures
- Questions for attendees to respond to with a provided survey card
- Comment cards for participants to also leave general comments for the project team

Survey Cards

RVI distributed a survey handout to attendees during the public meeting and asked participants to answer questions when prompted during the presentation.

The survey cards asked participants to respond to one question:

- How do you envision yourself using the Nature Center?

The survey also requested attendees rank their responses to the following five questions:

- Wanderers: Would you prefer the experience to be smaller dispersed moments throughout the park along trails or would you prefer an artistic moment to be in a central place and more monumental?
- Nature Enthusiasts: Do you prefer to have a few key places in the park such as bird blinds on observations pads, or do you prefer to participate in those activities while walking on a pathway or trail?
- Active Adventure Seekers: Do you prefer to have trail activities on shared trails, trails that are separated, or a mix of both?
- Learners: Do you prefer to have more demonstrative activity space, such as amphitheaters or demonstration gardens, or do you prefer to have interpretive signage through the park for self-guided education?
- Habitats: Would you feel comfortable with habitat features in your direct vicinity for our non-human neighbors that may sometimes be a bad rap such as bees, amphibians, snakes, or spiders?

Fifty-four survey cards were submitted.

Survey Card Results

Question 1: How do you envision yourself using the Nature Center?

Summary of General Comments to Question 1:

- Classrooms for evening meetings (reservations needed), classrooms for 40
- Educate kids 7-12
- Outdoor classrooms/amphitheater
- Yoga, adult learning opportunities
- Restrooms
- Water filling station
- EV charging stations
- Community meetings/events
- Weddings and birthdays

- Place learning center near school
- Lots of observation windows
- Bookstore
- No air conditioning – noisy for wildlife
- Natural roofing – wildflowers or grass
- Nature center as “jumping off point”
- Bike repair station
- Keep building to a minimum
- Offer snacks, food, cold beer, coffee
- Kid friendly snacks and drinks
- Adult friendly food and beverages
- No kitchen – in results in trash
- Are nature center uses going to be free?

The bulleted comments above are a general summarization of feedback received at the Public Meeting.

Question 2: Wanderers - Would you prefer the experience to be smaller dispersed moments throughout the park along trails or would you prefer an artistic moment to be in a central place and more monumental?

Ranked Responses

Lean toward “Dispersed” and “No Preference”

Question 3: Nature Enthusiasts - Do you prefer to have a few key places in the park such as bird blinds on observations pads, or do you prefer to participate in those activities while walking on a pathway or trail?

Ranked Responses

Lean slightly to “Pathway”

Question 4: Active Adventure Seekers - Do you prefer to have trail activities on shared trails, trails that are separated, or a mix of both?

Ranked Responses

Toward “Separated”

Question 6: Learners - Do you prefer to have more demonstrative activity space, such as amphitheaters or demonstration gardens, or do you prefer to have interpretive signage through the park for self-guided education?

Ranked Responses

No clear preference

Question 7: Habitats: Would you feel comfortable with habitat features in your direct vicinity for our non-human neighbors that may sometimes be a bad rap such as bees, amphibians, snakes, or spiders?

Ranked Responses Strong toward "Comfortable"

Comment Forms
Participants were also provided blank comment cards at the public meeting to provide additional feedback about the project. Seven comment forms were submitted.

Participants provided a wide range of responses on the comment cards provided at the meeting. Feedback from those comment forms is summarized below:

**Note – Additional feedback was received on the completed survey cards outside of the survey questions asked. Those additional comments written on the survey cards have been summarized below along with the feedback received on the comment cards.*

- Less is more
- Hiking over nature center
- Enjoy the wild – not overly managed
- Tread lightly
- Focus on education and respecting the surroundings
- Limited pave trails – dirt or mulch preferred
- Provide trash cans – leave no trace
- Parking
- Love amphitheater aspect
- Birds, wildflowers and meeting places
- No art, no bikes, limit structures
- Bird watching, dark sky viewing
- Scouting, native gardening
- Walkways from Headwaters Center to reduce parking along streets
- Local history
- Hiking, mountain biking, overnight camping, recreation day-use, history
- Foraging class would be awesome
- If mountain biking – bike maintenance classes/stations
- Minimize building impact on Park
- No art
- Mountain bikes tear up environment – do not allow
- Solor power, rainwater collection
- Nature oriented class
- No concessions, sustainable structures
- Minimize light pollution, Night Sky
- Minimize noise in park – no boom boxes
- Bikes damage sensitive areas
- Honeybees highly competitive – Please no hives
- Provide shade – lots of shade
- Set good example with solar panels and rainwater collection
- Keep trails away from homes
- If swimming allowed, consider limited bank access to minimize erosion
- Check out Crystal Bridges in northwest Arkansas and Fredrick Mayer Gardens in Grand Rapids, Michigan
- Art displays at temporary exhibits
- Provide Dark Sky area, limit light pollution
- Habitat host gardens
- No biking!
- Don't mess with (having) concessions. Consider water bottles.
- "Already have bird blind in Charol Park."
- Keep it natural
- Minimize artwork
- Would use park for hikes, presentations, picnics with grandchildren
- Bikes only on limited paths, more "non-bike" trails

- ADA requirements, visually impaired area/trails
- A "short loop" nature trail
- Rainwater collection, good reuse of septic water
- Birders, star gazing
- Less developed
- "No art, maybe"
- Detriments to the park are pesticides, cell towers
- Hiking, observing nature, maybe meditating
- Couldn't hear presentation, questions, comments – Repeat questions, have speakers raise their hands
- Don't get carried away with habitats – think this through
- Limit activities and building in confirmed Golden Cheeked Warbler habitat
- Consider new Travis County Balcones Canyonlands Preserve Center near 620 and Grandview Hills
- Access needs to be limited to one area; a nature park cannot be managed with multiple access points; each perimeter neighborhood can't have their own access point; Dripping Springs will never be able to protect, clean, restore the park
- No art, nature is art
- Monument at front door
- Active eye on different users – walkers, bikers running into each other not fun
- No monuments – art is not nature
- Dispersed art
- Star gazing, primitive camping, bank fishing – no kayaks or canoes
- Keep in natural, let nature be the art, leave as is, keep building (and art) to a minimum
- Lots of shade, bird blind, hammock enclave
- Shade structures
- "Bikers are destructive"

ALL CARD RESPONSES RECORDED IN MEETING NOTES

QUESTION - BUILT STRUCTURES
Less is more.

QUESTION - WANDERERS
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS
Shared | Both | Separated

QUESTION - LEARNERS
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES

QUESTION - WANDERERS
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS
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Dispersed | No Preference | Monumental

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Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES
lots of glass, walking and walking paths. A bar. Picnicking. Solar panels. Prismatic? Observing wall made of stone. (iron), Gondola.

QUESTION - WANDERERS
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS
Shared | Both | Separated

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QUESTION - LEARNERS
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES
observation windows, classes on natural wildlife, talks by a park ranger type person, meeting space. no guided hikes or birding statistics, bookstore.

QUESTION - WANDERERS
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS
Shared | Both | Separated

QUESTION - LEARNERS
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)
Uncomfortable | or | Comfortable

QUESTION - BUILT STRUCTURES
Bird Blind, Hammocks enclave, No kitchen - too much trash, shade structures, underground structure to encourage natural cooling.

QUESTION - WANDERERS
Dispersed | No Preference | Monumental

QUESTION - NATURE ENTHUSIASTS
Observation Points | No Preference | Pathway

QUESTION - ACTIVE ADVENTURE SEEKERS
Shared | Both | Separated

QUESTION - LEARNERS
Demonstrative | No Preference | Self-Guided

QUESTION - HABITATS (CIRCLE ONE)
Uncomfortable | or | Comfortable

B

APPENDIX B

Rathgeber Natural Resource Park Email Correspondence

EMAIL CORRESPONDENCE

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
							Matt, Thank you for your interest in Rathgeber Park. We are just beginning the planning process, so any input you have is very timely and helpful.
1	X			12/3/2023	How to share input	Hi - I am a dripping springs resident and saw your post on Facebook. I would love to share input and be involved as much as possible into the plan for the upcoming Rathgeber park. Please let me know the best way to get involved! Thanks, Matt	We have the first public meeting for the project on December 14 at Dripping Springs City Hall. We plan to share what we have learned so far about the 300 acres that will be Rathgeber Natural Resource Park and to discuss vision and values for the project moving forward. We would appreciate any input you have. Attached is more information about the public meeting. Hope to see you December 14. Thanks, Randall
2	X			12/11/2023	Public meeting question	Good afternoon, Will the public meeting about Rathgeber Natural Resource Park on Thursday be livestreamed or recorded and posted online? Thank you, Megan Navarro	Forwarded to RVI on 12/12/23
3	X			12/12/2023	Junk hauling	Hello, my name is Nacho Loza, I saw this post on LinkedIn, and wanted to reach out. If y'all need any support in anyway, please dont be shy to contact me. I am a small local junk hauling removal business in Spicewood that supports roll off dumpsters. I would be more than happy to help out with any projects.	Nacho, Thanks for the information. I will pass it along.
4	X			12/15/2023	Project info	I would like to know more about the project. Thank you, Haley	Randall Dillard Haley, My apologies for the delayed response to your email seeking information about the future Rathgeber Natural Resource Park. I am part of the consultant team working for the City of Dripping Springs on the project. We are just beginning the planning process to protect 300 acres of pristine Texas Hill Country that has been donated to the City of Dripping Springs. We are working with stakeholders and community members to protect the land and resources while allowing the Dripping Springs community and residents of Hays County to passively recreate, immerse in nature, and explore the Texas Night Sky.
							A good source of information is the City of Dripping Springs website which has information about Rathgeber Park at: https://www.cityofdrippingssprings.com/our-parks/rathgeber . Please let me know if you have additional questions. Thanks, Randall
5	X			12/16/2023	Future planning meetings	Hello, My family lives in the Headwaters community and our property borders the park. We would appreciate being involved in these planning sessions. Can you send us a list of the future dates and events, or add us to your distribution list? Many thanks. -Shaun	
6	X			12/27/2023	Facebook page	Hi there, I'm sorry I missed the meeting, please consider setting up a Facebook page to share information with the public. Thanks, Dan Hello! We are excited about the plans for Rathgeber Park. Can you share a PDF of the map shown at the public meeting and on the DS website? It's blurry online.	Forwarded to RVI on 1/11/24
7	X			12/29/2023	Map shown at public meeting	Thanks, Carolyn Connerat	Forwarded to RVI on 1/5/24

EMAIL CORRESPONDENCE

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
							Hello, I attended the meeting on Dec 14 and wanted to submit my comments. I appreciate the opportunity to find out what's been happening and to give feedback. My main requests/interests would be to include the following: -hiking trails -natural areas in a variety of habitats for birds and birding - grasslands/prairie, riparian, woodlands, perhaps pond(s) and a water drip if feasible -access to the creeks for swimming/wading, similar to the Barton Creek greenbelt in Austin -native plant installation for any revegetation, chosen and planted with birds & wildlife in mind -a wildlife corridor between Rathgeber and DS Ranch Park, as well as any other nearby natural areas
1	X			1/2/2024	Comments/requests		Thank you for your comments. We appreciate your interest in Rathgeber Park and we look forward to working with you. Thanks, Randall As an active member of the Hays County Master Naturalists, I look forward to opportunities to do volunteer work at the park, and I hope you'll include me in any email updates as work progresses. Thank you,

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
							Alan, I wanted to provide some feedback on the plans for Rathgeber Park. I am very excited to see it start to come together as I am in early stages of forming a non-profit to pursue a trail along the Barton Creek area from Dripping Springs to Austin. Yes, this is a multi-decade project. I see the trail starting at Dripping Springs Ranch park, working its way through the new Double L Ranch neighborhood, and then into Rathgeber Park. From that point, we will start working to secure grants, parks bond money and other funding to start working our way to Austin. Do you currently see the Rathgeber Park plan supporting a hike/bike trail that could support this vision?
1	X			2/12/2024	Vision for Rathgeber Park		Thank for the email and your interest in Rathgeber Park. Let me check with other Rathgeber Park members to see if the project could support your pursuit of a trail along the Barton Creek area from Dripping Springs to Austin. I will get back to you as soon as I can. Thanks, Randall

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
							To the developers of Rathgeber Park: I was unable to attend the recent meeting but wanted to provide feedback from a scouting troop's perspective. Our troop is 65 girl and 57 adult members strong. We take every opportunity to "get out there" and enjoy the outdoors. Following are my answers (in blue) to the questions asked in the presentation at the recent meeting: If you were visiting the Park on a day-trip, what would you do here? Hike, Picnic, Geo-cache, Learn Outdoor skills If you were visiting the Park on an overnight trip, what would you do here? Camp, Star gaze, Campfire meetings with Singing and Skits and S'mores, of course. What types of activities do you think this park would be good for? Camping, Hiking, Fishing? What features, facilities or utilities are necessary to facilitate your time here? Bathrooms (no showers necessary, but toilets & sinks with running water would be nice), well-defined trails with difficulty levels listed, a covered pavilion for troop gatherings, picnic tables at each campsite & in picnic areas designated campfire "pits."
1	X			4/18/2024	Girl Scouts		

EMAIL CORRESPONDENCE

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
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						Hi Alan, I believe we met at Founders Day last week in Dripping Springs while you were at the information booth for Rathgeber Park. As a follow-on from our discussion last week, I wanted to provide feedback on the design of the park. Specifically, I wanted to express my concerns about the placement of the parking lot (primary and secondary) in a location that would require/encourage the community to transit through the Headwaters neighborhood to access the park. The roads in the Headwaters neighborhood have a speed limit of 20 mph. The community has a high number of young children that play in the front yards/streets and the narrow roadways already require vehicles to pull to the side to allow for oncoming traffic to pass when cars are parked on the street. When vehicles are observed driving through the neighborhood at ~30 mph or greater, the community leaders engage with Hays County Sheriffs Office to request directed patrols of the area, as it does pose a significant safety risk to the residents. I believe that the inclusion of a parking lot that is accessible through the Headwaters neighborhood would be inappropriate, as it would increase traffic through the neighborhood and endanger the community's children. Additionally, I have concerns about the frequency of vehicles transiting the neighborhood and the noise that will accompany such increased traffic. While I look forward to ultimately being able to enjoy the new park, I respectfully request and encourage the planning team to consider alternative parking lot locations that do not require the broader Dripping Springs community to travel through the Headwaters community. Thank you. Paul Stroessner RE:RC, I received the postcard about the upcoming Rathgeber meeting. That's so exciting! I'm reaching out because I wanted to offer my services, pro bono, should you need any scenic photography of the property.	Forwarded to RVI on 5/6/24
1	X			5/3/2024	Design feedback		
2	X			5/8/2024	Photography services	I'm a photographer with a love of Hill Country conservation and author of Texas Hill Country: A Scenic Journey. You can check out my editorial and commercial work here — epohl.com Anyway, if you should need any scenic or other photography for promotions, website, social media, etc., I'd be happy to help. Thanks, I plan to attend the public meeting tonight. My comment is: I hope that no cell towers will be erected at all in Rathgeber Park. All towers, as well as wi-fi and anything wireless, put out dangerous radiation that can harm people, birds, animals, and nature in general. There are approximately 10,000 studies showing the damage that wireless radiation can do, including neurological problems and even cancer. There are ZERO studies showing that wireless is safe, as was admitted by major telecom companies before a U.S. Congressional committee. If you are determined to put up these unsafe cell towers, please do not erect 5G towers -- the most dangerous to humans, animals, and nature -- in part because 5G has short wavelengths, and therefore it requires high numbers of smaller cell towers erected closer together. Please avoid using 5G towers, and preferably all towers. Thank you. Hello. I recently attended the tail end of the meeting at the event center for the Rathgeber park details. I did not get to see the majority of it and unfortunately only heard the question and answer session. I am sending this email to see if you could send me the slideshow so that I could see all the details. I have visited the website and have seen the different options for layout, but wanted to see the meeting information that was given. I am a friend of this idea and live in headwaters close to where the park will be. I have hiked most of the trails that exist. I am an avid hiker that goes to national and state parks frequently and wanted to also offer my volunteer services in case you wanted any test hikers. Or if there are other opportunities to serve, I love the outdoors and it's the reason why I moved to dripping Springs and specifically headwaters subdivision. Please advise and if you could send the PowerPoint that would be great. I can also be reached via mobile phone at 281-830-8132. Happy trails!	Forwarded to RVI on 5/20/24 Also spoke at meeting about cell towers
3	X			5/20/2024	Cell towers		
4	X			5/22/2024	Additional park details	Your email has been received. I am checking or PowerPoint shown at this week's public meetir know as soon as possible. Thanks for your interest in Rathgeber Natural R Randall Dillard	

EMAIL CORRESPONDENCE

Number	Email	Voicemail	Hard Copy Mail	Date	Quick Subject	Summary	Action/Response
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						Good morning, Since the future Rathgeber Natural Resource Park is a City-owned property: What is the City of Dripping Springs's definition of a Natural Resource Park? What standard guidelines are being followed/mandated for the planning, design, and maintenance of the park? What mitigation efforts are being proposed to limit disturbance to the natural resources throughout the park? The National Environmental Policy Act (NEPA) promotes efforts to prevent or eliminate environmental harm through various factors. Those factors include: - Avoidance of an impact through not taking an action or parts of an action; - Minimizing impacts through limiting the degree or magnitude of an action; - Rectifying impacts by repairing, rehabilitating, or restoring the affected environment; - Reduction or elimination of impacts by preservation and maintenance operations during the life of the action; and - Compensation for the impact by replacing or providing substitute resources or environments. Have alternative locations for the Interpretive Learning Center within the park been considered and made publicly available for scrutiny? At the latest public meeting, talks emerged regarding the positioning of the Interpretive Learning Center, which is planned for the park's southwest corner, closest to the school. The planning team has noted that the project's Civil Engineer has started looking at grading options in this area, with indications suggesting that this area is the most probable choice for the center. Taking proactive steps, I've created an exhibit showing the areas of the most concern when protecting natural resources composed of inherently complex organisms, processes, and systems. The shaded areas indicate the probability of the Golden-cheeked Warbler habitat. As you can see, the potential location of the Interpretive Learning Center at the southwest corner of the park, as shared during the last public meeting, is of particular concern given its potential for disruption to the very habitats the park is mandated to protect. Drawing from my perspective as an experienced civil engineer, I advocate for providing an alternative to the siting of the Interpretive Learning Center at the northwestern corner along the future Double L property line. This area offers the following benefits over the currently proposed site location nearest the school: - A flatter terrain - Less disturbance to the natural resources that the park is intended to protect, e.g., tree canopy and grading disturbance due to the flatter terrain - Reduced likelihood of disrupting endangered species habitat (environmental study to confirm along with the U.S. Fish and Wildlife Service (USFWS) Section 7 Evaluation/Permit) This alternative placement aligns with the park's mandate of preserving natural habitats and resources. Moreover, it offers the potential to foster interaction between visitors and the diverse plant and animal species within the park without removing critical resources from the tree canopy. I look forward to your response and continued collaboration on this project. Lastly, can you confirm correspondence with this email (rathgeberpark@gmail.com) will be available for public records requests? Thanks!	Forwarded to RVI on 6/3/24
1	X			6/3/2024	Design requests		

C

APPENDIX C

SITES CHECK LIST

SITES SCORE CARD

SITES v2 Scorecard Summary

YES	?	NO		Possible Points:	
0	2	0	1: SITE CONTEXT	13	
Y			CONTEXT P1.1 Limit development on farmland		
Y			CONTEXT P1.2 Protect floodplain functions		
Y			CONTEXT P1.3 Conserve aquatic ecosystems		
Y			CONTEXT P1.4 Conserve habitats for threatened and endangered species		
	0		CONTEXT C1.5 Redevelop degraded sites	3 to 6	
	0		CONTEXT C1.6 Locate projects within existing developed areas	4	
	2		CONTEXT C1.7 Connect to multi-modal transit networks	2 to 3	
0	0	3	2: PRE-DESIGN ASSESSMENT + PLANNING	3	
Y			PRE-DESIGN P2.1 Use an integrative design process		
Y			PRE-DESIGN P2.2 Conduct a pre-design site assessment		
Y			PRE-DESIGN P2.3 Designate and communicate VSPZs		
		3	PRE-DESIGN C2.4 Engage users and stakeholders	3	
0	13	0	3: SITE DESIGN - WATER	23	
Y			WATER P3.1 Manage precipitation on site		
Y			WATER P3.2 Reduce water use for landscape irrigation		
	5		WATER C3.3 Manage precipitation beyond baseline	4 to 6	
	4		WATER C3.4 Reduce outdoor water use	4 to 6	
	4		WATER C3.5 Design functional stormwater features as amenities	4 to 5	
	0		WATER C3.6 Restore aquatic ecosystems	4 to 6	
0	26	0	4: SITE DESIGN - SOIL + VEGETATION	40	
Y			SOIL+VEG P4.1 Create and communicate a soil management plan		
Y			SOIL+VEG P4.2 Control and manage invasive plants		
Y			SOIL+VEG P4.3 Use appropriate plants		
	6		SOIL+VEG C4.4 Conserve healthy soils and appropriate vegetation	4 to 6	
	4		SOIL+VEG C4.5 Conserve special status vegetation	4	
	6		SOIL+VEG C4.6 Conserve and use native plants	3 to 6	
	5		SOIL+VEG C4.7 Conserve and restore native plant communities	4 to 6	
	0		SOIL+VEG C4.8 Optimize biomass	1 to 6	
	4		SOIL+VEG C4.9 Reduce urban heat island effects	4	
	0		SOIL+VEG C4.10 Use vegetation to minimize building energy use	1 to 4	
	1		SOIL+VEG C4.11 Reduce the risk of catastrophic wildfire	4	
0	17	0	5: SITE DESIGN - MATERIALS SELECTION	41	
Y			MATERIALS P5.1 Eliminate the use of wood from threatened tree species		
	0		MATERIALS C5.2 Maintain on-site structures and paving	2 to 4	
	1		MATERIALS C5.3 Design for adaptability and disassembly	3 to 4	
	0		MATERIALS C5.4 Use salvaged materials and plants	3 to 4	
	0		MATERIALS C5.5 Use recycled content materials	3 to 4	
	4		MATERIALS C5.6 Use regional materials	3 to 5	
	3		MATERIALS C5.7 Support responsible extraction of raw materials	1 to 5	
	1		MATERIALS C5.8 Support transparency and safer chemistry	1 to 5	
	3		MATERIALS C5.9 Support sustainability in materials manufacturing	5	
	5		MATERIALS C5.10 Support sustainability in plant production	1 to 5	
0	14	0	6: SITE DESIGN - HUMAN HEALTH + WELL-BEING	30	
Y			HHWB C6.1 Protect and maintain cultural and historic places	2 to 3	
Y			HHWB C6.2 Provide optimum site accessibility, safety, and wayfinding	2	
Y			HHWB C6.3 Promote equitable site use	2	
Y			HHWB C6.4 Support mental restoration	2	
Y			HHWB C6.5 Support physical activity	2	
Y			HHWB C6.6 Support social connection	2	
	0		HHWB C6.7 Provide on-site food production	3 to 4	
	4		HHWB C6.8 Reduce light pollution	4	
	4		HHWB C6.9 Encourage fuel efficient and multi-modal transportation	4	
	2		HHWB C6.10 Minimize exposure to environmental tobacco smoke	1 to 2	
	0		HHWB C6.11 Support local economy	3	
0	10	0	7: CONSTRUCTION	17	
Y			CONSTRUCTION P7.1 Communicate and verify sustainable construction practices		
Y			CONSTRUCTION P7.2 Control and retain construction pollutants		
Y			CONSTRUCTION P7.3 Restore soils disturbed during construction		
	3		CONSTRUCTION C7.4 Restore soils disturbed by previous development	3 to 5	
	4		CONSTRUCTION C7.5 Divert construction and demolition materials from disposal	3 to 4	
	3		CONSTRUCTION C7.6 Divert reusable vegetation, rocks, and soil from disposal	3 to 4	
	0		CONSTRUCTION C7.7 Protect air quality during construction	2 to 4	
0	14	0	8. OPERATIONS + MAINTENANCE	22	
Y			O+M P8.1 Plan for sustainable site maintenance		
Y			O+M P8.2 Provide for storage and collection of recyclables		
	5		O+M C8.3 Recycle organic matter	3 to 5	
	4		O+M C8.4 Minimize pesticide and fertilizer use	4 to 5	
	2		O+M C8.5 Reduce outdoor energy consumption	2 to 4	
	3		O+M C8.6 Use renewable sources for landscape electricity needs	3 to 4	
	0		O+M C8.7 Protect air quality during landscape maintenance	2 to 4	
0	7	0	9. EDUCATION + PERFORMANCE MONITORING	11	
	4		EDUCATION C9.1 Promote sustainability awareness and education	3 to 4	
	3		EDUCATION C9.2 Develop and communicate a case study	3	
	0		EDUCATION C9.3 Plan to monitor and report site performance	4	
0	3	0	10. INNOVATION OR EXEMPLARY PERFORMANCE	Bonus Points: 9	
0	3		INNOVATION C10.1 Innovation or exemplary performance	3 to 9	
0	114	3	TOTAL ESTIMATED POINTS	Total Possible Points: 200	

YES	?	NO		SITES Certification levels	Points
YES			Project confident points are achievable	CERTIFIED	70
?			Project striving to achieve points, not 100% confident	SILVER	85
NO			Project is unable to achieve these credit points	GOLD	100
				PLATINUM	135

SITES SCORE CARD

Project Name: _____ Project ID#: _____ Date: _____

SITES v2 Scorecard

Estimate points below (key at bottom)	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS	POSSIBLE POINTS PER CREDIT
0	0	0	1: SITE CONTEXT	13	
Y			CONTEXT P1.1 Limit development on farmland		
			Case 1: Sites without farmland soils		
			Case 2: Sites with farmland soils - VSPZ		
			Case 3: Sites with farmland soils - Mitigation		
Y			CONTEXT P1.2 Protect floodplain functions		
			Case 1: Sites without floodplain		
			Case 2: Previously developed and brownfield sites within floodplain		
			Case 3: Greenfield sites within floodplain		
Y			CONTEXT P1.3 Conserve aquatic ecosystems		
			Case 1: Sites without aquatic ecosystems		
			Case 2: Sites with naturally occurring aquatic ecosystems		
			Case 3: Sites with naturally occurring poor quality aquatic ecosystems		
Y			CONTEXT P1.4 Conserve habitats for threatened and endangered species		
			Case 1: Brownfields and previously developed sites		
			Case 2: Greenfield sites		
			CONTEXT C1.5 Redevelop degraded sites	3	3 to 6
			Case 1: Previously developed sites	3	3 to 6
			Case 2: Brownfield sites	6	3 to 6
			CONTEXT C1.6 Locate projects within existing developed areas	4	4
			CONTEXT C1.7 Connect to multi-modal transit networks	2	2 to 3
			Option 1: Pedestrian and bicycle network	2	2 to 3
			Option 2: Transit network	3	2 to 3
0	0	0	2: PRE-DESIGN ASSESSMENT + PLANNING	3	
Y			PRE-DESIGN P2.1 Use an integrative design process		
Y			PRE-DESIGN P2.2 Conduct a pre-design site assessment		
Y			PRE-DESIGN P2.3 Designate and communicate Vegetation and Soil Protection Zones		
		3	PRE-DESIGN C2.4 Engage users and stakeholders	3	3
0	0	0	3: SITE DESIGN - WATER	23	
Y			WATER P3.1 Manage precipitation on site		
Y			WATER P3.2 Reduce water use for landscape irrigation		
			WATER C3.3 Manage precipitation beyond baseline	4	4 to 6
			80th percentile precipitation event	4	4 to 6
			90th percentile precipitation event	5	4 to 6
			95th percentile precipitation event	6	4 to 6
			WATER C3.4 Reduce outdoor water use	4	4 to 6
			Option 1: Reduce outdoor water use	4	4 to 6
			Option 2: Significantly reduce outdoor water use	5	4 to 6
			Option 3: Eliminate outdoor water use	6	4 to 6
			WATER C3.5 Design functional stormwater features as amenities	4	4 to 5
			50% of stormwater features	4	4 to 5
			100% of stormwater features	5	4 to 5
			WATER C3.6 Restore aquatic ecosystems (project must have existing feature)	4	4 to 6
			No aquatic ecosystems present on site	4	4 to 6
			30% of the geographic extent	4	4 to 6
			60% of the geographic extent	5	4 to 6

Project Name: _____ Project ID#: _____ Date: _____

SITES v2 Scorecard

Estimate points below (key at bottom)	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS	POSSIBLE POINTS PER CREDIT
0	0	0	4: SITE DESIGN - SOIL + VEGETATION	40	
Y			SOIL+VEG P4.1 Create and communicate a soil management plan		
Y			SOIL+VEG P4.2 Control and manage invasive plants		
			Case 1: No invasive plants found on site		
			Case 2: Invasive plants identified on site		
Y			SOIL+VEG P4.3 Use appropriate plants		
			SOIL+VEG C4.4 Conserve healthy soils and appropriate vegetation (project must have existing feature)	4	4 to 6
			No healthy soils and/or appropriate vegetation present on site	4	4 to 6
			50% of the site's existing vegetated area	5	4 to 6
			75% of the site's existing vegetated area	5	4 to 6
			95% of the site's existing vegetated area	6	4 to 6
			SOIL+VEG C4.5 Conserve special status vegetation (project must have existing feature)	4	4
			SOIL+VEG C4.6 Conserve and use native plants	3	3 to 6
			20% total native plant score	3	3 to 6
			40% total native plant score	4	3 to 6
			60% total native plant score	6	3 to 6
			SOIL+VEG C4.7 Conserve and restore native plant communities	4	4 to 6
			20% total native plant community score	4	4 to 6
			40% total native plant community score	5	4 to 6
			60% total native plant community score	6	4 to 6
			SOIL+VEG C4.8 Optimize biomass	1	1 to 6
			minimal point score	1	1 to 6
			low point score	3	1 to 6
			mid point score	5	1 to 6
			high point score	6	1 to 6
			SOIL+VEG C4.9 Reduce urban heat island effects	4	4
			SOIL+VEG C4.10 Use vegetation to minimize building energy use (project must have building on site)	4	1 to 4
			No buildings present on site	2	1 to 4
			Option 1: Reduce energy use - 5% reduction	2	1 to 4
			Option 1: Reduce energy use - 7% reduction	4	1 to 4
			Option 2: Provide shade structures - 30% shaded	1	1 to 4
			Option 2: Provide shade structures - 60% shaded	2	1 to 4
			Option 3: Provide a windbreak - one row	1	1 to 4
			Option 3: Provide a windbreak - two or more rows	2	1 to 4
			SOIL+VEG C4.11 Reduce the risk of catastrophic wildfire (project must be located in fire-prone area)	4	4
			Project not in a fire-prone area	4	4
			Project is in a fire-prone area	4	4
0	0	0	5: SITE DESIGN - MATERIALS SELECTION	41	
Y			MATERIALS P5.1 Eliminate the use of wood from threatened tree species		
			MATERIALS C5.2 Maintain on-site structures and paving (project must have existing feature)	2	2 to 4
			No structures or paving present on site	2	2 to 4
			10% of the total existing built surface area	3	2 to 4
			20% of the total existing built surface area	3	2 to 4
			30% of the total existing built surface area	4	2 to 4

SITES SCORE CARD

Project Name: _____ Project ID#: _____ Date: _____

SITES v2 Scorecard						
Estimate points below (key at bottom)						
YES	?	NO	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS
			MATERIALS C5.3	Design for adaptability and disassembly	30% of total materials cost, excluding plants, rocks, and soils	3
					60% of total materials cost, excluding plants, rocks, and soils	4
			MATERIALS C5.4	Use salvaged materials and plants	10% of total materials cost, excluding soils	3
					20% of total materials cost, excluding soils	4
			MATERIALS C5.5	Use recycled content materials	20% of total materials cost, excluding plants and soils	3
					40% of total materials cost, excluding plants and soils	4
			MATERIALS C5.6	Use regional materials	30% of total materials cost	3
					60% of total materials cost	4
					90% of total materials cost	5
			MATERIALS C5.7	Support responsible extraction of raw materials	Option 1: Advocate for sustainable extraction of raw materials	1
					Option 2: Support suppliers that disclose environmental data	3
					Option 3: Support suppliers that meet extraction standards	5
			MATERIALS C5.8	Support transparency and safer chemistry	Option 1: Advocate for transparency and safer chemistry	1
					Option 2: Support manufacturers that disclose chemical data	3
					Option 3: Support manufacturers with chemical hazard assessments	5
			MATERIALS C5.9	Support sustainability in materials manufacturing	Option 1: Advocate for sustainable materials manufacturing	1
					Option 2: Support manufacturers that disclose data on sustainable practices	3
					Option 3: Support manufacturers that achieve sustainable practices	5
			MATERIALS C5.10	Support sustainability in plant production	Option 1: Advocate for sustainable plant production	1
					Option 2: Support producers that disclose data on sustainable practices	3
					Option 3: Support producers that achieve sustainable practices	5
0	0	0	6: SITE DESIGN - HUMAN HEALTH + WELL-BEING			Possible Points: 30
			HHWB C6.1	Protect and maintain cultural and historic places (project must have existing feature)	No cultural or historic places present on site	
					Option 1: Historic buildings, structures, or objects	2
					Option 2: Historic or cultural landscapes	3
			HHWB C6.2	Provide optimum site accessibility, safety, and wayfinding		2
			HHWB C6.3	Promote equitable site use		2
			HHWB C6.4	Support mental restoration		2
			HHWB C6.5	Support physical activity		2
			HHWB C6.6	Support social connection		2
			HHWB C6.7	Provide on-site food production	Option 1: Food production	3
					Option 2: Food production and regular distribution	4
			HHWB C6.8	Reduce light pollution		4
			HHWB C6.9	Encourage fuel efficient and multi-modal transportation		4
			HHWB C6.10	Minimize exposure to environmental tobacco smoke	Option 1: Designate smoke-free zones	1
					Option 2: Prohibit smoking on site	2
			HHWB C6.11	Support local economy		3

Project Name: _____ Project ID#: _____ Date: _____

SITES v2 Scorecard						
Estimate points below (key at bottom)						
YES	?	NO	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS
0	0	0	7: CONSTRUCTION			Possible Points: 17
Y			CONSTRUCTION P7.1	Communicate and verify sustainable construction practices		
Y			CONSTRUCTION P7.2	Control and retain construction pollutants		
Y			CONSTRUCTION P7.3	Restore soils disturbed during construction		
			CONSTRUCTION C7.4	Restore soils disturbed by previous development	low point score	3
					mid point score	4
					high point score	5
			CONSTRUCTION C7.5	Divert construction and demolition materials from disposal	50% of structural materials + 95% of roads / infrastructure materials	3
					75% of structural materials + 95% of roads / infrastructure materials	4
			CONSTRUCTION C7.6	Divert reusable vegetation, rocks, and soil from disposal	100% of land-clearing materials retained for use within 50 miles	3
					100% of land-clearing materials retained on site	4
			CONSTRUCTION C7.7	Protect air quality during construction	50% total run-time hours from Tier 2 or higher engines	2
					50% total run-time hours from Tier 3 or higher engines	3
					50% total run-time hours from Tier 4 or higher engines	4
0	0	0	8. OPERATIONS + MAINTENANCE			Possible Points: 22
Y			O+M P8.1	Plan for sustainable site maintenance		
Y			O+M P8.2	Provide for storage and collection of recyclables		
			O+M C8.3	Recycle organic matter	100% of vegetation trimmings recycled / composted off site within 50 miles	3
					100% of vegetation trimmings recycled / composted on site	4
					100% of vegetation trimmings + food waste recycled / composted on site	5
			O+M C8.4	Minimize pesticide and fertilizer use	Option 1: Plant health care plan	4
					Option 2: Best management practices for plant health care	5
			O+M C8.5	Reduce outdoor energy consumption	30% reduction from baseline energy use for outdoor equipment	2
					60% reduction from baseline energy use for outdoor equipment	3
					90% reduction from baseline energy use for outdoor equipment	4
			O+M C8.6	Use renewable sources for landscape electricity needs	Option 1: On-site - 50% annual outdoor site electricity	3
					Option 1: On-site - 100% annual outdoor site electricity	4
					Option 2: Green power - 50% annual outdoor site electricity	3
				Option 2: Green power - 100% annual outdoor site electricity	4	
			O+M C8.7	Protect air quality during landscape maintenance	Option 1: Scheduled maintenance	2
					Option 2: Low-emitting equipment	3
					Option 3: Manual or electric powered maintenance equipment	4
0	0	0	9. EDUCATION + PERFORMANCE MONITORING			Possible Points: 11
			EDUCATION C9.1	Promote sustainability awareness and education	Option 1: Educational and interpretive elements	3
					Option 2: Additional education	4
			EDUCATION C9.2	Develop and communicate a case study		3

SITES SCORE CARD

Project Name: _____ Project ID#: _____ Date: _____

SITES v2 Scorecard						
Estimate points below (key at bottom)						
YES	?	NO	PREREQUISITE OR CREDIT #	TITLE	CASE / OPTION / THRESHOLD	POINTS
			EDUCATION C9.3	Plan to monitor and report site performance		4
0	0	0	10. INNOVATION OR EXEMPLARY PERFORMANCE			Possible Bonus Points: 9
			INNOVATION C10.1 (BONUS POINTS)	Innovation or exemplary performance	Option 1: Exemplary performance	3
					Option 2: Innovation outside the SITES v2 Rating System	3
0	0	0	TOTAL ESTIMATED POINTS			Total Possible Points: 200
KEY			SITES Certification levels		Points	
YES			Project confident points are achievable		CERTIFIED	70
?			Project striving to achieve points, not 100% confident		SILVER	85
NO			Project is unable to achieve these credit points		GOLD	100
					PLATINUM	135

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1611 W 5th Street Suite 175 Austin Texas 78703

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 20th day of June 2023, by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **RVi Planning**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Conduct Master Park Study for Rathgeber Park “Park”.
2. **Scope of Work:** Scope of Work includes all work in Attachment “A”.
3. **Description of Services:** The Contractor shall perform the below duties as needed by the City:
 - Inventory of the Site.
 - Identify regional/national standards related to park development projects.
 - Development community engagement plan.
 - Provide a detailed schedule for the planning, design development, and construction document phases.
 - All other services necessary for the Scope of Work in Attachment “A”.
4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed three hundred fifteen thousand eight hundred sixty dollars (\$315,860) including the base fee and up to ten thousand dollars (\$10,000) of reimbursable expenses. Invoices will be submitted monthly, and payment is due within 30 days of City’s receipt and approval of the invoice. Any amount in excess of this amount must be approved by both parties in writing.
5. **Duration:** This Agreement shall be in effect for a period of one year (12 months), unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
6. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
7. **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 engineering services.
8. **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.
9. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission

(Texas Local Government Code Chapter 176), 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 firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

10. Injuries/Insurance: Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor’s employees, if any. 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. Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor’s employees for the provision of services to the City.

11. 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 CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR’S EMPLOYEES, IF ANY, AND CONTRACTOR’S AGENTS.

12. 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.

13. 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
512-858-4725

For the Contractor:

Attention: Alan N. Harris, Esq.
Two Towne Square
Suite 700
Southfield, MI 48076
248-447-2000

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.

14. 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", this Agreement shall prevail.

- 15. **Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 16. **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.
- 17. **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.
- 18. **Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 19. **Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 20. **Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 21. **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.

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Bill Foulds Jr.
 Bill Foulds Jr., Mayor

June 23, 2023
 Date

_____ Date

ATTEST:

Andrea Cunningham
 Andrea Cunningham, City Secretary



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CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Bill Foulds Jr.
 Bill Foulds Jr., Mayor

Chris Lalich
 Chris Lalich, Vice President of Project Operations

June 23, 2023
 Date

June 27, 2023
 Date

ATTEST:

Andrea Cunningham
 Andrea Cunningham, City Secretary



ATTACHMENT A

Scope of Work



PROFESSIONAL SERVICES AGREEMENT – DESIGN

Project Name: Rathgeber Natural Resources Park

RVi# 23000050

Client Name: City of Dripping Springs (CoDS)

Client Address: 511 Mercer Street or P.O. Box 384 Dripping Springs, Texas 78620

Based upon our understanding of project requirements and discussions with you, we have developed the following scope of service.

ARTICLE 1: BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, services described in the following phases.

1.1 PROJECT INITIATION

1. Create work plan that identifies team organization, meeting schedule, outline of tasks, timeline for milestones and deliverables, community engagement plan.
2. Conduct a Kickoff Meeting with CoDS staff and other stakeholders to review project goals, transfer available information, and review workplan. Document the meeting. One (1) meeting is included.
3. Obtain and review plans, maps, and records provided by the Client.
4. Provide monthly progress reports to CoDS Project Manager cumulatively detailing work completed.
5. Conduct a web-based survey with the Client focused on potential goals, vision, character, defining features, and other important issues to consider for the project.

Deliverables:

- Work Plan
- Progress Reports

1.2 SITE AND CONTEXT ANALYSIS, DATA COLLECTION

1. Compile and analyze reports that affect the project study area as provided by CoDS.
2. Review existing CoDS master plans, relevant contracts or agreements that may affect the project or design parameters.
3. Provide aerial mapping services of the property to establish a visual baseline of existing conditions. The produced documents will include orthomosaic aerial map. One (1) Aerial flight will cover the project area. Aerial photography will be processed into an orthomosaic map and point cloud to inform site evaluation and design program. Orthomosaic basemap shall be georeferenced for use in CAD, GIS, and graphic software.
4. Provide a 360-degree photography Virtual Site Tour of the existing site, delivered through a web-based interface suitable for virtual meetings, website embeds, and link share.
5. Conduct site reconnaissance and develop an existing conditions report and site assessment map including key feature, topography, floodplains, park conditions, plant communities, water sources, transportation networks, internal circulation, and parking, views, ecological and historical resources, and other site opportunities and constraints based on the visual observation and analysis of information obtained from CoDS, other sources, and expert consultants.
6. Develop a Project Opportunity Analysis by conducting market research of comparative and inspirational properties, amenities, and experiences to inform project differentiation, design direction, and storytelling. Provide comparative information from other parks for inspiration for programming, operations and maintenance structure, traffic and parking mitigation, and possible funding and revenue generation.
7. Provide an analysis of the primary Site User Groups and relevant needs, behaviors, and design ideas for further exploration in team workshops and validation in community forums.
8. Conduct staff interviews to understand maintenance, operations, and sustainability goals.
9. Prepare existing conditions and site assessment report

10. Meet with CoDS to review. Incorporate comments from meeting to finalize Existing Conditions and Site Assessment Map and Report. One (1) meeting is included.

DELIVERABLES:

- Aerial Map supported by 360 Photography Virtual Site Tour Webpage
- Project Opportunity Analysis
- Existing Conditions & Site Assessment Map and Report

1.3 PRELIMINARY VISION PLANNING

1. Conduct a Vision Workshop with Client team and project Consultants to explore design opportunities and establish potential theming directions.
 - Vision Workshop will include review of web-based survey and project insights, open discussion, and team activities to determine project principles, explore design inspiration, envision site experiences for our user groups, and discuss the impacts of creative ideas on the project's long-term potential.
 - Develop set of initial Vision and Values that will drive project design decisions.
 - Consultant will prepare Vision Workshop findings for presentation use in Public Engagement Point #1 (Refer to Article 1.5).
2. Prepare Needs Assessment narrative.
3. Prepare assessment and criteria for pursuing Sustainable SITES application.
4. Develop up to two (2) preliminary Project Vision Plan Concepts expressing draft project principles, program ideas, and plan concepts.
 - Project Vision Plan Concepts will be informed by Site Assessment, Existing Conditions, Project Opportunity Analysis, Vision Workshop findings, and Public Engagement Point #1.
 - Consultant will review preliminary Project Plan Concepts with CoDS and project team in a digital session.
 - Consultant will prepare Project Vision Plan Concepts for presentation use in Stakeholder Engagement Workshop.
5. Based on Client review and feedback from Stakeholder Engagement Workshop and Public Engagement Point #2, Consultant will refine the preferred direction to a final Project Plan Concepts .

DELIVERABLES

- Preliminary Needs Assessment narrative
- (2) Preliminary Project Vision Plan Concepts

1.4 VISION PLAN

1. Prepare draft Vision Plan with emphasis on demonstrating how public input has influenced the plan.
2. Incorporate input from public meeting and develop vision plan summary report which will include:
 - Needs Assessment Report based on Site Analysis and public feedback addressing current and future needs for programming space, accessibility, and presentation of environmentally sensitive features.
 - Prepare preliminary Vision Plan concepts supported with graphics to illustrate the concepts.
 - Prepare plan identifying phasing (if needed), preliminary budget estimates, preliminary operations and maintenance recommendations, land management strategy, and potential funding strategies.
3. Prepare and conduct project briefing with CoDS and incorporated input to draft vision plan. The final draft Vision Plan will include graphic materials to illustrate the draft vision plan ideas and concepts.
4. Prepare presentation of up to 20 slides for boards and commission meetings, if required.
5. Conduct up to two (2) project presentations of the draft Vision Plan to Boards or Commissions.
6. Make changes to the Vision Plan as advised by the CoDS Project Manager or Parks Board and necessary changes to the final adopted plan prior to acceptance by CoDS.
7. Prepare final **Vision Plan Document** including:

- Background, Vision, and Values
- Site & Opportunity Analysis and Existing Conditions Reports
- Project Timeline
- Summary of Community Engagement (results and record material in appendix)
- Needs Assessment Matrix
- Vision Plan
 - Identity & Character
 - Education & Interpretation
 - Design & Resources
 - Implementation & Phasing
- Other Recommendations/Options
- O&M and Land Management Strategies
- Budget & Funding Strategies
- Appendix

DELIVERABLES

- Final Vision Plan, three (3) bound hard copies and electronic copy of report and all related materials.

1.5 PUBLIC ENGAGEMENT

1. Create a Public Outreach and Engagement Plan that facilitates effective and diverse outreach strategy within the greater Dripping Springs area in collaboration with the CoDS and CoDS People and Communications Director.
2. Assist in preparation of CoDS notifications, press releases and other materials including factsheets, eBlasts for upcoming public meetings (6-8 weeks in advance), including providing additional communication materials to support social media efforts when advertising for public engagement opportunities. Press releases, eBlasts will be reviewed and disseminated by the CoDS People and Communications Department.
3. Maintain public feedback from meetings, online surveys, emails and phone calls, to be documented in an appendix of the final plan.
4. Coordinate with CoDS People and Communications Department on materials translations and language interpretation of meetings.
5. Prepare and maintain meeting summaries to include meeting presentations, meeting materials, sign-in sheets, and meeting minutes. Meeting material will also be included in an appendix of the final plan.
6. Provide updates to the CoDS Project Manager and Project Team following all public engagements and plan and facilitate a work session after each public meeting with design team to review all the public feedback received.
7. Conduct **3 Public Engagement Points** to document community needs and inform Vision Plan design.
 - a. **Public Engagement Point #1 (during Preliminary Vision Plan Phase):** Public Introduction. The first public engagement will introduce the consultant's project team; present the project approach, parameters, schedule, existing conditions, opportunities, and challenges; and seek input on vision planning goals, guiding principles, and further community-focused design activities. A preliminary PARK (Preserve, Add, Remove, Keep Out) input exercise or similar exercise will be facilitated. The meeting shall close with information on next steps.
 - Prepare agenda, sign-in sheets, notifications, invitations, handouts, and presentation materials that will be reviewed by the CoDS People and Communications Department prior to being released to the public.
 - Conduct community presentation, manage meeting program, and guide feedback collection.
 - Assist CoDS People and Communications Department with any media attending a meeting.
 - If virtual; setup of live-stream or virtual meeting link and assign internal monitor for meeting.
 - If in-person; coordinate with CoDS People and Communications Department to secure location or meeting site. Assist in setup/cleanup of meeting sites, coordinate with CoDS to ensuring all meetings are equipped with standard A/V equipment.
 - Maintain written minutes, which shall include a list of participants, and an ADA accessible summary report.
 - This engagement takes place in the Preliminary Vision Plan phase

- b. **Stakeholder Engagement Workshop (during Preliminary Vision Plan Phase):** : User Group Placemaking Workshop. This public engagement will recruit members of the community to represent site user groups in a collaborative design workshop. The User Group Placemaking Workshop will further define Site User Groups and pressure-test preliminary Project Vision Concept Plans by strengthening our understanding of primary user needs, potential site behaviors, and design ideas for ongoing Vision Plan development. The stakeholder participants will be developed in consultation with CoDS and may include the Boy Scouts, Environmental Organizations, or Local Community/Civic Leaders. Stakeholder groups may be staggered throughout the day or combined, depending on need, location, and group.
 - Assist CoDS in recruitment of User Group representatives.
 - Prepare agenda, notifications, and workshop structure that will be reviewed by the CoDS People and Communications Department prior to public deployment.
 - Conduct User Group Placemaking Workshop, manage activities, and guide feedback collection.
 - Provide summary of workshop activities and findings.

- c. **Public Engagement Point #2 (Vision Plan Phase):** : The second public engagement will present the preliminary design concepts to solicit feedback, generate alternate ideas, and demonstrate how public input has influenced the project.
 - Prepare agenda, sign-in sheets, notifications, invitations, handout and presentation materials that will be reviewed by the CoDS People and Communications Department prior to being released to the public
 - Assist CoDS People and Communications Department with any media attending a meeting
 - If virtual; setup of live-stream or virtual meeting link and assign internal monitor for meeting.
 - If in-person; coordinate with CoDS People and Communications Department to secure location or meeting site. Assist in setup/cleanup of meeting sites, coordinate with CoDS to ensuring all meetings are equipped with standard A/V equipment.
 - Maintain written minutes, which shall include a list of participants, and an ADA accessible summary report.
 - This engagement takes place at start of Final Vision Plan phase.

- 8. Conduct **two (2) Popup Events (Pre and Final Vision Plan Phases):** with City staff present, that are to be carried out at a local public event in Dripping Springs. Site and events to be determined in consultation with CoDS People and Communications Department.
 - Popup event shall consist of tent or booth and table (provided by CoDS) for displaying and disseminating information about the project to the public. Display material, provided by consultant, may consist of plan or graphic boards, flyers, QR code links, or digital display (depending on venue).
 - Consultant will provide up to two (2) project team members for a 2-hour event period.
 - Summary of Popup event shall be included in appendix of Vision Plan

- 9. Develop and Every Door Direct (by USPS) Mailing (Preliminary Vision Plan Phase) campaign to Dripping Springs zip codes that will communicate public engagement meetings, websites, or online surveys.
 - Design mailing card for approval by CoDS People and Communications Department.

ARTICLE 2: ADDITIONAL SERVICES

All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 4.2 of this Agreement.

- 2.1 Additional Services include, without limitation, the following:
 1. Providing services other than those set forth in Article 1 of this Agreement;
 2. Preparing construction drawings, plans, specifications, and other services in connection PS/E Design Phase services (30/60/90; SD/DD/CDs, Bid, Regulatory, or Construction Administration).
 3. Expert witness services performed in preparing for and serving in connection with public hearings, litigation, arbitration, mediation, and/or negotiations;
 4. Public or other presentations beyond those described in Basic Services;

5. Preparation of presentation materials for marketing or purposes other than in-progress approvals; construction of presentation models; or preparation of finish quality renderings for the Project;
6. Revisions to drawings previously provided by Consultant due to changes in the Projects' scope, budget or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents;
7. Any consultation, drawings, reports and other work products related to permits, approvals and ordinances; or, review and processing of permits, approvals and ordinances with agencies or municipalities having regulatory controls over the development not described in Basic Services;
8. Providing work in connection with the services of a construction manager retained by the Client;
9. Preparing drawings, specifications, supporting data and providing other services in connection with change orders to the extent that the adjustment in the basic compensation resulting from the adjusted construction costs is not commensurate with the services required of the Consultant; providing such change orders are required by causes not solely within the control of the Consultant;
10. Preparation of as-built drawings;

ARTICLE 3: INFORMATION TO BE PROVIDED BY CLIENT

3.1 The City of Dripping Springs shall provide, in a timely manner, all criteria and full information regarding City's requirements for, and limitations on, the Project, including without limitation:

1. GIS base layers including topography, boundaries, easements, utilities, impervious cover and vegetation; if needed.
2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;
3. Disseminate all press releases, notifications, meeting invitations and other communications to the public
4. Financial/economic information setting forth the budget limitations for the Project;
5. Designate a project manager to coordinate the project organization, schedule of meetings, and other deliverables.

ARTICLE 4: COMPENSATION

4.1 BASIC SERVICES

The Client shall compensate the Consultant as follows:

Consultant's compensation shall include the **lump sum of \$305,859.86** dollars for Basic Services (the "Basic Fee"), plus the total for Additional Services performed on an hourly basis at the rates set forth in Section 4.4, plus reimbursable expenses as set forth in Section 4.5. Consultant's total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in scope of the Project or services. The Client agrees to pay the Consultant the following fees for the Basic Services:

Project Initiation Phase Services	\$9,492.00
Site, Context Analysis, & Data Collection Phase Services	\$120,445.00
Vision Plan Phase Services (Preliminary and Final)	\$123,700.00
<u>Public Engagement Phase Services</u>	<u>\$52,222.86</u>
Total:	\$305,859.86

4.2 ADDITIONAL SERVICES

The Client shall pay the Consultant for authorized Additional Services performed, including fees and reimbursable expenses. Fees for Additional Services will be included as a separate item on the monthly billing statement.

4.3 INVOICING AND PAYMENT

Consultant will invoice Client monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable ten (10) days following the date of the invoice, at the office of RVI, 1611 West 5th Street, Suite 175, Austin, Texas 78703. Amounts remaining unpaid sixty (60) days following the date of the invoice shall bear interest at the rate of 12.0% per annum, or at the maximum legal rate allowable, which shall be calculated from the date of the invoice. In no event shall Consultant's failure to bill monthly constitute default under the Terms and Conditions of this Agreement. *Consultant retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of final work product if Client does not*

comply with the payment terms above. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred by RVi in connection with the collection of overdue accounts of Client.

The Client's billing contact information is outlined in the attached exhibit "Client's Billing Contacts"

4.4 HOURLY RATES

The following hourly rates shall apply to the fees described herein and any Additional Services requested of the Consultant. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the Consultant.

Principal	\$220.00 - \$275.00
Associate Principal	\$190.00 - \$250.00
Practice Director	\$160.00 - \$230.00
Project Director	\$150.00 - \$230.00
Project Manager	\$140.00 - \$230.00
Landscape Architect (PLA)/Planner (AICP)	\$150.00 - \$220.00
Designer/Planner/Intern	\$90.00 - \$200.00
Technical, Administrative	\$80.00 - \$175.00

4.5 REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Consultant in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; special consultants; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; fees paid for securing approval of authorities having jurisdiction over the project; expense of any additional insurance coverage or limits including professional liability insurance requested by the Client in excess of that normally carried by the Consultant and the Consultant's sub-consultants and third-party consultant charges. Reimbursable expenses will be billed at 1.15 times direct cost to the Consultant.



EXHIBIT A
LIMIT OF WORK (INDICATED IN ORANGE)



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.

RVE Inc. dba RVi Planning + Landscape Architecture Inc. - NO CONFLICT

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

6/27/2023

Date

CERTIFICATE OF INTERESTED PARTIES

Item # 11.

FORM 1

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:
2023-1039621

Date Filed:
06/27/2023

Date Acknowledged:

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

RVi Planning + Landscape Architecture
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.

RVI06062023
Planning + Landscape Architecture Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is CHRIS LAICH, and my date of birth 1982

My address is 5004 DUVAL STREET, AUSTIN, TX, 78751, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 28 day of JUNE, 20 23.
(month) (year)

Carlyle P Laich
Signature of authorized agent of contracting business entity (Declarant)



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

Submitted By: Shawn Cox, Deputy City Administrator

Council Meeting Date: Tuesday, September 3, 2024

Agenda Item Wording: Public Hearing regarding the Proposed 2024 Ad Valorem Tax and Levy of One Thousand Seven Hundred and Ninety Four Ten-Thousands Cents (\$0.1794) per one hundred (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.

Agenda Item Requestor:

Summary/Background:

At the August 20, 2024 meeting Council took action to set the proposed property tax rate for 2024 at \$0.1794 per \$100 valuation. Based on the 2024 Tax Rate Calculation prepared by the Tax Assessor – Collector, the City’s 2024 calculated rates are:

Rate	Calculation	Generated Revenue
No-new-revenue tax rate	\$0.1702 /\$100	\$3,517,235.69
Voter-approval tax rate	\$0.1794 /\$100	\$3,707,356.54
De minimis rate	\$0.1982 /\$100	\$4,095,864.36

The notice for the public hearing was posted in the August 29, 2024 edition of the paper. The proposed rate is scheduled to be considered on September 17, 2024.

Commission Recommendations:

Recommended Council Actions: The Deputy City Administrator recommends Council approve setting the Proposed Ad Valorem Tax Rate for 2024 at “Voter-approval Tax Rate” of \$0.1794/\$100 at the September 17, 2024 meeting.

Attachments:

- 2024 Draft Tax Rate Ordinance
- Tax Rate Calculation Worksheet
- Public Hearing Notice

Next Steps/Schedule: Consideration and possible adoption of the proposed tax rate at the September 17, 2024 Regular Council Meeting.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-_____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING THE AD VALOREM TAX RATE AND LEVY OF ONE THOUSAND SEVEN HUNDRED NINETY-FOUR CENTS (\$0.1794) PER ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE CITY LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE

WHEREAS, a budget appropriating revenues generated for the use and support of the municipal government of the City of Dripping Springs (“City”) has been approved and adopted by the City Council of the City of Dripping Springs (“City Council”) as required by Chapter 102 of the Texas Local Government Code; and

WHEREAS, a notice of the hearing on a proposed tax revenue increase was published in the City’s official newspaper on August 29, 2024; 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 of proper for carrying out a power granted by to the City; and

WHEREAS, the tax rate exceeds the no-new-revenue tax rate and was passed by a greater than a sixty percent (60%) of the members of the governing body; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance establishing an ad valorem tax rate.

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

1. APPROVAL OF TAX RATE & LEVY

That there be and is hereby levied and shall be assessed and collected for the year , on all taxable property, real, personal and mixed, situated within the city limits of the City, and not exempt the Constitution of the State and valid state laws, an ad valorem tax rate of One Thousand Seven Hundred Ninety-Four Ten-Thousandths cents (\$0.1794) on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses and budge of the municipal government of the City (maintenance and operations (M&O)), a tax rate of One Thousand Seven Hundred Eighteen Ten-Thousandths cents (\$0.1794) on each One Hundred Dollars (\$100.00) assessed value of taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 5.41 FIVE POINT FOUR ONE PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$9.20.

(b) The City Secretary shall cause the following notice to be posted on the homepage of the City's internet website:

THE CITY OF DRIPPING SPRINGS, TEXAS ADOPTED A TAX RATE THAT WILL EFFECTIVELY BE RAISED BY FIVE POINT FOUR ONE (5.41%) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,00.00 HOME BY APPROXIMATELY \$ 9.20.

2. PENALTY & INTEREST

All taxes shall become a lien upon the property against which assessed and the City Tax Assessor/Collector for the City of Dripping Springs, Texas, shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, or the payment of said taxes, penalty and interest for the general fund of the City of Dripping Springs, Texas.

3. FINDINGS OF FACT

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

4. SEVERABILITY CLAUSE

That is any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall be judged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

5. SAVINGS CLAUSE

That all previous budget ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

6. PUBLICATION CLAUSE

The City Secretary of the City of Dripping Springs, Texas, is hereby directed to public in the Official Newspaper of the City of Dripping Springs, the caption, and effective date clause of this Ordinance as required by Texas Local Government Code §52.011.

7. EFFECTIVE DATE

The necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage as the law in such provides.

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, 17th day of September 2024, by the following City Council of Dripping Springs roll call vote:

Mayor Pro Tem Manassian	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
Council Member King	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
Council Member Tahuahua	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
Council Member Crow	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
Council Member Parks	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

From: Jenifer O'Kane
To: Shawn Cox
Cc: Laura Mueller
Subject: RE: Dripping Springs 2024 Worksheet
Date: Thursday, August 22, 2024 11:27:18 PM
Attachments: image001.png
 image002.png
 NOTICE OF PUBLIC HEARING ON A TAX INCREASE.pdf

Attached is your public notice for the paper. I just need your unencumbered fund balances for the notice you post on the homepage of the site.

From: Shawn Cox <SCox@cityofdrippingsprings.com>
Sent: Wednesday, August 21, 2024 9:59 AM
To: Jenifer O'Kane <jenifer.okane@co.hays.tx.us>
Cc: Laura Mueller <lmuller@cityofdrippingsprings.com>
Subject: RE: Dripping Springs 2024 Worksheet

Jenifer,

Council acted last night to set the proposed tax rate at the Voter-approval rate of **\$0.1794/\$100**. The public hearing is scheduled for September 3, 2024, at 6 PM and will be held at City Hall, 511 Mercer Street, Dripping Springs, TX 78620. The recommendation was unanimous:

- Mayor Pro Tem Taline Manassian - Aye
- Council Member Place 2 Wade King - Aye
- Council Member Place 3 Geoffrey Tahuahua - Aye
- Council Member Place 4 Travis Crow - Aye
- Council Member Place 5 Sherrie Parks - Aye

As for the questions below, for the debt, is this what the M&O rate covers or what a Debt rate covers?

Sincerely,
 Shawn



From: Jenifer O'Kane <jenifer.okane@co.hays.tx.us>
Sent: Friday, August 9, 2024 3:58 PM
To: Shawn Cox <SCox@cityofdrippingsprings.com>
Cc: Laura Mueller <lmuller@cityofdrippingsprings.com>
Subject: RE: Dripping Springs 2024 Worksheet

Thank you Shawn. Attached is your updated calculation. For your two notices I will need the following information when you have it.

DATE/TIME/PLACE of your meeting to vote on the rate
 PROPOSED RATE
 WHO VOTED AND HOW (FOR/AGAINST/PRESENT NON-VOTING/ABSENT)
 THE TWO ITEMS BELOW...

Unencumbered Fund Balances				
Unencumbered Fund Type	Unencumbered Fund Balance			
+				
-				

Current Year Debt Service				
Current Year Debt Service Description	Current Year Debt Service Principal or Contract Payment to be Paid From Property Taxes	Current Year Debt Service Interest to be Paid From Property Taxes	Current Year Debt Service Other Amounts to be Paid	Current Year Debt Service Total Payments

Respectfully,

 Jenifer O'Kane, PCC
 Tax Assessor-Collector
 712 S. Stagecoach Trail, Suite 1120
 San Marcos, TX 78666

From: Shawn Cox <SCox@cityofdrippingsprings.com>
Sent: Friday, August 9, 2024 1:52 PM
To: Jenifer O'Kane <jenifer.okane@co.hays.tx.us>
Cc: Laura Mueller <lmuller@cityofdrippingsprings.com>

Subject: RE: Dripping Springs 2024 Worksheet

We originally provided \$311,380.13, but looking at the date ranges you used, the difference would be \$227,519.10 .

Sincerely,
Shawn



Shawn Cox
Deputy City Administrator
scox@cityofdrippingsprings.com
512.858.4725 City Hall
511 Mercer Street • PO Box 384
Dripping Springs, TX 78620
cityofdrippingsprings.com

From: Jenifer O’Kane <jenifer.okane@co.hays.tx.us>
Sent: Friday, August 9, 2024 1:09 PM
To: Shawn Cox <SCox@cityofdrippingsprings.com>
Cc: Laura Mueller <lmuel@cityofdrippingsprings.com>
Subject: RE: Dripping Springs 2024 Worksheet

Hi Shawn,

Can you verify the data provided for Line 40A? I can’t reconcile why we’re only showing such a small amount of STAX. I think this is affecting the calc.

Respectfully,

*Jenifer O’Kane, PCC
Tax Assessor-Collector
712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666*

From: Shawn Cox <SCox@cityofdrippingsprings.com>
Sent: Thursday, August 8, 2024 2:06 PM
To: Jenifer O’Kane <jenifer.okane@co.hays.tx.us>
Cc: Laura Mueller <lmuel@cityofdrippingsprings.com>
Subject: Dripping Springs 2024 Worksheet

Jenifer,

We are still trying to figure out how our No-New Revenue rate is higher than our Voter-Approval rate. Would you have some time on Monday to discuss? I just want to make sure we provided the correct information.

Sincerely,
Shawn



Shawn Cox
Deputy City Administrator
scox@cityofdrippingsprings.com
512.858.4725 City Hall
511 Mercer Street • PO Box 384
Dripping Springs, TX 78620
cityofdrippingsprings.com

Notice About 2024 Tax Rates

Property Tax Rates in City of Dripping Springs.

This notice concerns the 2024 property tax rates for City of Dripping Springs.

This notice provides information about two tax rates used in adopting the current tax year’s tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year’s no-new-revenue tax rate \$0.1702/\$100.

This year’s voter-approval tax rate \$0.1794/\$100.

To see the full calculations, please visit <https://www.hayscountytexas.gov/truth-in-taxation> for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances.

The following estimated balances will be left in the taxing unit’s accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
General	\$2,700,000
Utility	\$6,100,000
HOT	\$600,000

Current Year Debt Service.

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment To be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts To be Paid	Total Payment
Construction of a City Public Works Facility	\$410,500	\$75,541		\$486,041

Total required for 2024 debt service	\$0
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$0
= Total to be paid from taxes in 2024	\$0
+ Amount added in anticipation that the taxing unit will collect	
only 100.0000% of its taxes in 2024	\$0
= Total Debt Levy	\$0

This notice contains a summary of the no-new-revenue and voter-approval calculations as certified by Jenifer O’Kane, Tax Assessor-Collector, 8/27/24.

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.



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

Submitted By: Shawn Cox, Deputy City Administrator

Council Meeting Date: Tuesday, September 3, 2024

Agenda Item Wording: **Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas, adopting the 2024-2025 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.**

- a. Staff Report
- b. Public Hearing
- c. Budget Ordinance

Agenda Item Requestor:

Summary/Background:

The latest draft of the budget has been attached to this item, along with a spreadsheet identifying any changes since the last draft (8.20.24).

**Commission
 Recommendations:**

**Recommended
 Council Actions:** The Deputy City Administrator is seeking feedback on the proposed budget and recommends postponing any action until the September 17, 2024 Regular Meeting.

Attachments:

- Public Notice
- Budget Script
- Draft Budget Ordinance
- FY25 Draft Budget – 9.3.24
- FY25 Proposed Amendments – 9.3.24

Next Steps/Schedule: Once approved, the City will file the FY 2024 Approved Budget with the County Clerk's Office.

**CITY OF DRIPPING SPRINGS, TEXAS
NOTICE OF PUBLIC HEARING
FISCAL YEAR 2024-2025**

The City of Dripping Springs, Texas, will hold a public hearing at the following day, time, and place for the purpose of receiving written or oral comments concerning the proposed budget for fiscal year 2024-2025:

Date: September 3, 2024

Time: 6:00 p.m.

Place: City Hall Council Chambers

511 Mercer Street, Dripping Springs, Texas 78620

This budget will raise more total property taxes than last year's budget by \$317,869.18, which is 9.38%, and of that amount \$219,130.40 is tax revenue to be raised from new property added to the tax roll this year.

All interested citizens are encouraged to attend and/or submit written comments. A copy of the proposed budget in its entirety is available for public inspection during normal business hours in the office of the City Secretary, 511 Mercer Street, Dripping Springs, Texas 78620 and on the City's web site at www.cityofdrippingsprings.com. Written comments can be emailed to City Secretary Diana Boone at dboone@cityofdrippingsprings.com or mailed to the Attention of the City Secretary, City of Dripping Springs, PO Box 384, Dripping Springs, TX 78620.

Agenda Item Posting (adopting the budget) LGC Section 102.009:

Discuss and consider approval of an Ordinance of the City of Dripping Springs, Texas, Enacting the Municipal Budget for Fiscal Year 2024-2025; Funding Municipal Purposes; Authorizing Expenditures; providing for the following: findings of fact; enactment; filing of budget; repealer; severability; effective date; and proper notice and meeting.

Motion:

“I move to approve an Ordinance of the City of Dripping Springs, Texas, Setting and Approving the Municipal Budget for the 2024-2025 Fiscal Year; Funding Municipal Purposes; Authorizing Expenditures; Providing for: Findings of Fact; Enactment; Filing of Budget; Repealer; Severability; Effective Date; and Proper Notice and Meeting to the City Council meeting on September 17, 2024.”

City Secretary will take a roll call vote for this item.

Public Hearing, discuss, and consider action on an Ordinance approving the 2024 Ad Valorem Tax Rate and Levy of .1794 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

Motion:

“I move that the property tax rate be increased by the adoption of a maintenance and operations tax rate of .1794 per one hundred dollars of assessed valuation, which is effectively a 5.41 percent increase in the tax rate.”

The City Secretary will take a roll call vote for this item.

RATIFICATION: Agenda Item Posting (ratification of budget) LGC Section 102.007:

Discuss and consider approval of a Resolution of the City of Dripping Springs, Texas, Ratifying the Municipal Budget for Fiscal Year 2024-2025; Funding Municipal Purposes; Authorizing Expenditures; Filing of Budget; Repealer; Severability; Effective Date; and Proper Notice.

Motion:

“I move to approve a Resolution of the City of Dripping Springs, Texas, Ratifying the Municipal Budget for Fiscal Year 2024-2025 reflecting that this budget is based on raising more revenue from property taxes than in the previous year.”

The City Secretary will take a roll call vote for this item.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-___

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, ENACTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2024-2025; FUNDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; FILING OF BUDGET; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to enact and otherwise approve the City’s budget for Fiscal Year 2024-2025; and

WHEREAS, the new fiscal year commences for the City of Dripping Springs (“City”) on October 1, 2024; and

WHEREAS, the City Council finds that the proposed Budget is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code Chapter 102 of the Local Government Code; 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 Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance establishing a budget for the upcoming fiscal year; and

WHEREAS, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The City’s budget for Fiscal Year 2024-2025 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all purposes.

3. 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.

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. FILING THE BUDGET

The City Secretary is hereby directed to file the budget on the website of the City and in the City’s official records.

6. EFFECTIVE DATE

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

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, 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 proved as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 17th day of September, by the following City Council of Dripping Springs roll call vote:

Mayor Pro Tem Manassian	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
Council Member King	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
Council Member Tahuahua	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
Council Member Crow	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>
Council Member Parks	_____ <i>for</i>	_____ <i>against</i>	_____ <i>abstain</i>	_____ <i>absent</i>

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
CITY - GENERAL FUND					
Balance Forward	3,712,517.47	3,804,637.39	92,119.92	4,537,933.51	2,732,063.35
Revenue					
AD Valorem	3,389,487.36	3,389,487.36	-	3,236,279.00	3,707,356.54
AV P&I	4,000.00	4,000.00	-	8,371.75	4,000.00
Sales Tax	3,800,000.00	3,800,000.00	-	4,500,000.00	4,500,000.00
Mixed Beverage	75,000.00	75,000.00	-	100,000.00	100,000.00
Alcohol Permits	9,000.00	9,000.00	-	8,000.00	6,500.00
Fire Inspections	50,000.00	50,000.00	-	65,000.00	50,000.00
Bank Interest	50,000.00	50,000.00	-	185,000.00	150,000.00
Development Fees:					
- Subdivision	638,875.00	638,875.00	-	400,000.00	295,100.00
- Site Dev	850,000.00	850,000.00	-	500,000.00	400,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00	-	145,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00	-	1,500,000.00	1,500,000.00
Transportation Improvements Reimbursements	240,000.00	240,000.00	-	240,000.00	1,010,000.00
Solid Waste	45,000.00	45,000.00	-	68,000.00	55,000.00
Health Permits/Inspections	75,000.00	75,000.00	-	80,000.00	75,000.00
Municipal Court					
Other Income	40,000.00	40,000.00	-	40,000.00	40,000.00
TXF from Capital Improvements					
TXF DSRP On Call	10,400.00	10,400.00	-	10,400.00	
TXF from HOT				200,000.00	55,000.00
TXF from WWU					
TXF from TIRZ	100,558.00	100,558.00	-	100,558.00	-
TXF from Sidewalk Fund					29,000.00
FEMA	-	-	-	103,775.15	
CARES Act	-	-	-		
Opioid Abatement	-	-	-		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-		
Total	14,654,837.83	14,746,957.75	92,119.92	16,028,317.41	14,774,019.89
Expense					
Supplies	35,000.00	35,000.00	-	37,000.00	37,000.00
Office IT Equipment and Support	139,499.00	139,499.00	-	139,499.00	117,329.00
Software Purchase, Agreements and Licenses	192,000.00	192,000.00	-	192,000.00	275,405.76
Website	6,800.00	6,800.00	-	6,916.24	7,000.00
Communications Network/Phone	58,395.84	58,395.84	-	64,000.00	85,221.64
Miscellaneous Office Equipment	10,300.00	10,300.00	-	10,300.00	10,000.00
Utilities:					
- Street Lights	20,000.00	20,000.00	-	20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00	-	4,000.00	4,000.00
- Office Electric	5,500.00	5,500.00	-	7,150.00	8,000.00
- Office Water	650.00	650.00	-	750.00	750.00
- DT Restroom Electric					2,000.00
- DT Restroom Water					2,000.00
- Stephenson Electric	1,500.00	1,500.00	-	1,000.00	1,500.00
- Stephenson Water	500.00	500.00	-	600.00	800.00
Transportation:					
- Improvement Projects	1,140,000.00	1,140,000.00	-	1,873,000.00	790,000.00
- Street & ROW Maintenance	211,005.00	211,005.00	-	125,000.00	215,075.00
- Street Improvements	660,000.00	660,000.00	-	899,954.62	-
Office Maintenance/Repairs	19,860.00	19,860.00	-	19,860.00	36,880.00
Stephenson Building Maintenance	550.00	550.00	-	550.00	2,500.00
Maintenance Equipment	8,500.00	8,500.00	-	8,500.00	115,500.00
Equipment Maintenance	6,750.00	6,750.00	-	6,750.00	17,750.00
Maintenance Supplies	6,500.00	6,500.00	-	6,500.00	6,500.00
Fleet Acquisition	361,000.00	361,000.00	-	325,000.00	50,000.00
Fleet Maintenance	78,020.00	78,020.00	-	78,020.00	103,202.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
City Hall Improvements	556,000.00	556,000.00	-	10,000.00	1,100,000.00
Maintenance Facility	-	-	-	-	-
Uniforms	17,500.00	17,500.00	-	17,500.00	17,500.00
Special Projects:	-	-	-	-	-
- Family Violence Ctr	7,000.00	7,000.00	-	7,000.00	7,000.00
- Lighting Compliance	2,000.00	2,000.00	-	2,000.00	2,000.00
- Economic Development	5,000.00	5,000.00	-	5,000.00	5,000.00
- Records Management	1,220.00	1,220.00	-	1,220.00	720.00
- Government Affairs	-	-	-	-	50,000.00
- Stephenson Parking Lot Improvements	-	-	-	-	-
- Stephenson Building Rehabilitation	92,025.00	92,025.00	-	120,317.59	-
- Planning Consultant	165,000.00	257,119.92	92,119.92	92,119.92	30,000.00
- Land Acquisition	10,000.00	10,000.00	-	67,500.00	10,000.00
- Downtown Bathroom	200,000.00	200,000.00	-	200,000.00	-
- City Hall Planning	20,000.00	20,000.00	-	-	-
Public Safety:	-	-	-	-	-
- Emergency Management Equipment	79,200.00	79,200.00	-	79,200.00	67,500.00
- Emergency Equipment Fire & Safety	996.00	996.00	-	996.00	611.00
- Emergency Mgt PR	2,000.00	2,000.00	-	2,000.00	3,000.00
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00	-	12,102.00	12,299.00
- Emergency Management Other	-	-	-	-	-
- Animal Control	3,400.00	3,400.00	-	3,400.00	3,400.00
Public Relations	15,300.00	15,300.00	-	15,300.00	15,000.00
Postage	3,500.00	3,500.00	-	5,500.00	4,500.00
TML Insurance:	-	-	-	-	-
- Liability	27,277.00	27,277.00	-	27,277.00	33,908.00
- Property	48,810.00	48,810.00	-	54,000.00	67,191.00
- Workers' Comp	34,656.00	34,656.00	-	52,750.00	42,497.00
Dues, Fees, Subscriptions	31,500.00	31,500.00	-	90,114.00	74,462.85
Public Notices	2,000.00	2,000.00	-	3,500.00	2,600.00
City Sponsored Events	-	-	-	-	-
Election	8,000.00	8,000.00	-	-	8,000.00
Salaries	3,238,716.65	3,238,716.65	-	2,914,844.99	3,862,412.11
Taxes	259,605.82	259,605.82	-	233,645.24	308,326.53
Benefits	279,323.88	279,323.88	-	251,391.49	315,383.39
Retirement	185,186.55	185,186.55	-	166,667.89	213,935.51
DSRP Salaries	540,752.60	540,752.60	-	540,752.60	293,829.00
DSRP Taxes	43,887.57	43,887.57	-	43,887.57	23,737.92
DSRP Benefits	66,694.30	66,694.30	-	66,694.30	35,267.45
DSRP Retirement	31,931.44	31,931.44	-	31,931.44	17,049.43
Professional Services:	-	-	-	-	-
- Financial Services	37,500.00	37,500.00	-	47,620.00	37,500.00
- Engineering	70,000.00	70,000.00	-	70,000.00	70,000.00
- Special Counsel and Consultants	49,000.00	49,000.00	-	49,000.00	16,000.00
- Muni Court	15,500.00	15,500.00	-	8,000.00	15,500.00
- Bldg. Inspector	750,000.00	750,000.00	-	750,000.00	750,000.00
- Fire Inspector	40,000.00	40,000.00	-	65,000.00	40,000.00
- Health Inspector	60,000.00	60,000.00	-	45,000.00	-
- Architectural and Landscape Consultants	5,000.00	5,000.00	-	4,000.00	5,000.00
- Historic District Consultant	13,500.00	19,750.00	6,250.00	19,750.00	29,500.00
- Lighting Consultant	2,000.00	2,000.00	-	2,000.00	2,000.00
- Human Resource Consultant	28,306.00	28,306.00	-	35,000.00	38,200.00
Training/CE	84,158.93	84,158.93	-	84,158.93	100,000.00
Employee Engagement	20,000.00	20,000.00	-	20,000.00	20,000.00
Meeting Supplies	12,700.00	12,700.00	-	7,500.00	3,120.00
Code Publication	5,200.00	5,200.00	-	5,200.00	6,461.47
Mileage	2,000.00	2,000.00	-	1,000.00	2,000.00
Miscellaneous Office Expense	10,000.00	10,000.00	-	10,000.00	10,000.00
Bad Debt Expense	-	-	-	-	-
Contingencies/Emergency Fund	50,000.00	50,000.00	-	50,000.00	61,203

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
Coronavirus Local Fiscal Recovery Funds (CLFRF)			-		
Debt Payment 2024	367,000.00	367,000.00	-	-	486,041.67
Debt Payment 2025					865,000.00
TXF to Reserve Fund	500,000.00	500,000.00	-	500,000.00	500,000.00
TXF AV to TIF	668,644.77	528,625.00	(140,019.77)	499,865.31	575,566.14
TXF to TIRZ			-		
Sales Tax TXF to WWU	760,000.00	760,000.00	-	900,000.00	900,000.00
SPA & ECO D TXF	218,880.00	218,880.00	-	259,200.00	259,200.00
TXF to DSRP	-	-	-		
TXF to Capital Improvement Fund	300,000.00	300,000.00	-	-	-
TXF to Vehicle Replacement Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF to WWU			-		
TXF to Founders Day			-		
TXF to Farmers Market	16,679.31	16,679.31	-	16,057.18	16,542.01
Total	13,128,993.66	13,087,343.81	(41,649.85)	12,479,323.31	13,460,731.43

PARKS - GENERAL FUND

Revenue					
Sponsorships and Donations	5,000.00	5,000.00	-	2,600.00	5,500.00
City Sponsored Events			-		
Programs and Events	22,600.00	22,600.00	-	6,257.00	9,500.00
Community Service Permit Fees	1,800.00	1,800.00	-	340.00	1,800.00
Aquatics Program Income	55,300.00	55,300.00	-	55,300.00	41,750.00
Pool and Pavilion Rental	20,800.00	20,800.00	-	20,800.00	21,235.00
Park Rental Fees	6,000.00	6,000.00	-	11,468.00	6,000.00
Reimbursement of Utility Costs			-		
TXF from HOT Fund	-	-	-		16,500.00
TXF from Parkland Dedication	541,480.00	554,040.00	12,560.00	554,040.00	8,500.00
TXF from Parkland Development			-		
TXF from Landscaping Fund	3,000.00	3,000.00	-	3,000.00	60,000.00
Total Revenue	655,980.00	668,540.00	12,560.00	653,805.00	170,785.00

Expense					
Other	13,320.00	13,320.00	-	11,820.00	6,500.00
Park Consultants					
Dues Fees and Subscriptions	3,402.00	3,402.00	-	3,402.00	2,575.00
Advertising & Marketing	16,250.00	16,250.00	-	16,250.00	15,500.00
Total Other	32,972.00	32,972.00	-	31,472.00	24,575.00

Public Improvements					
All Parks	156,500.00	156,500.00	-	156,500.00	247,000.00
Triangle Improvement	-	-	-		5,000.00
Rathgeber Improvements	215,000.00	215,000.00	-	215,000.00	-
Founders Park	597,000.00	597,000.00	-	570,000.00	175,000.00
Founders Pool			-		10,000.00
Skate Park	150,000.00	150,000.00	-	150,000.00	25,000.00
S & R Park	54,000.00	66,560.00	12,560.00	66,560.00	70,000.00
Charro Ranch Park	600.00	600.00	-	600.00	-
Total Improvements	1,173,100.00	1,185,660.00	12,560.00	1,158,660.00	532,000.00

Utilities					
Portable Toilets	7,250.00	7,250.00	-	7,250.00	10,000.00
Hays Trinity Groundwater Permit	-	-		-	150.00
Triangle Electric	500.00	500.00	-	500.00	500.00
Triangle Water	500.00	500.00	-	450.00	500.00
Ranch House Network/Phone	8,568.00	8,568.00	-	8,568.00	8,568.00
S&R Park Water	13,000.00	13,000.00	-	13,000.00	13,000.00
SRP Electric	2,500.00	2,500.00	-	2,500.00	2,500.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-	6,000.00	5,200.00
FMP Pool//Electricity	5,000.00	5,000.00	-	5,200.00	4,200.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
Pool Phone/Network	3,040.00	3,040.00	-	4,400.00	2,500.00
FMP Pool Propane	13,250.00	13,250.00	-	6,500.00	10,000.00
Total Utilities	59,608.00	59,608.00	-	54,368.00	57,518.00
Maintenance					
General Maintenance (All Parks)	9,000.00	9,000.00	-	9,000.00	25,000.00
Trail Washout repairs			-		
Equipment Rental	1,000.00	1,000.00	-	500.00	5,000.00
Founders Pool	36,000.00	36,000.00	-	36,000.00	21,000.00
Founders Park	17,740.00	17,740.00	-	17,740.00	26,000.00
Skate Park Maintenance	500.00	500.00	-	500.00	2,500.00
S&R	42,920.00	42,920.00	-	42,920.00	43,500.00
Charro Ranch Park	9,300.00	9,300.00	-	9,300.00	26,150.00
Triangle/ Veteran's Memorial Park	700.00	700.00	-	700.00	5,700.00
Rathgeber Maintenance			-		
Ranch Park Maintenance	-	-			17,000.00
Total Maintenance	117,160.00	117,160.00	-	116,660.00	171,850.00
Supplies					
General Parks	8,550.00	8,550.00	-	8,550.00	19,600.00
Charro Ranch Supplies	1,250.00	1,250.00	-	1,250.00	1,050.00
Founders Park Supplies	-	-	-		-
Founders Pool Supplies	40,075.00	40,075.00	-	40,075.00	26,200.00
Program and Events	10,950.00	10,950.00	-	10,950.00	10,950.00
DSRP & Ranch House Supplies			-		
Rathgeber Supplies	600.00	600.00	-	500.00	1,504.00
S&R Supplies	400.00	400.00	-	400.00	400.00
Total Supplies	61,825.00	61,825.00	-	61,725.00	59,704.00
Program Staff					
Camp Staff			-		-
Program Event Staff	27,801.76	27,801.76	-	27,801.76	16,840.00
Aquatics Staff	130,642.09	130,642.09	-	130,642.09	126,813.64
Total Staff Expense	158,443.85	158,443.85	-	158,443.85	143,653.64
Total Parks Expenditures	1,603,108.85	1,615,668.85	12,560.00	1,581,328.85	989,300.64
FOUNDERS DAY - GENERAL FUND					
Balance Forward	46,869.01	46,869.01	-	46,869.01	63,778.56
Revenue			-		
Craft booths/Business Booths	6,250.00	6,250.00	-	6,167.25	7,540.00
Food booths	1,300.00	1,300.00	-	1,575.00	1,500.00
BBQ cookers	4,600.00	4,600.00	-	4,950.00	5,115.00
Carnival	14,000.00	14,000.00	-	16,739.00	15,000.00
Parade	4,000.00	4,000.00	-	4,130.00	4,675.00
Sponsorship	90,000.00	90,000.00	-	118,900.00	100,000.00
Parking concession	1,000.00	1,000.00	-	1,522.12	500.00
Electric	3,300.00	3,300.00	-	3,600.00	3,000.00
Misc.			-		
TXF from General Fund			-		
Total	171,319.01	171,319.01	-	204,452.38	201,108.56
Expense					
Publicity	2,500.00	2,500.00	-	1,000.00	1,400.00
Porta-Potties	15,000.00	15,000.00	-	8,368.10	10,000.00
Security	35,000.00	35,000.00	-	37,621.65	38,000.00
Health, Safety & Lighting	30,500.00	30,500.00	-	27,078.02	17,500.00
Transportation	7,000.00	7,000.00	-	5,700.00	10,500.00
Barricades/Traffic Plan	6,500.00	6,500.00	-	8,130.00	21,500.00
Bands/Music/Sound	22,500.00	22,500.00	-	19,436.52	21,500.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
Clean Up	20,000.00	20,000.00	-	16,925.41	18,500.00
FD Event Supplies	7,750.00	7,750.00	-	4,431.40	1,000.00
Sponsorship	6,000.00	6,000.00	-	2,326.69	3,500.00
Parade	650.00	650.00	-	438.28	500.00
Tent, Tables & Chairs	4,400.00	4,400.00	-	6,992.75	7,000.00
Electricity	2,000.00	2,000.00	-	2,000.00	2,000.00
FD Electrical Setup	225.00	225.00	-	225.00	225.00
Contingencies	-	-	-	-	-
Total expenses	160,025.00	160,025.00	-	140,673.82	156,625.00
Balance Forward	11,294.01	11,294.01	-	63,778.56	44,483.56

ECLIPSE - 2024

Revenue					
Sponsorships					
- Sunblock Party	20,000.00	20,000.00	-	20,302.50	-
- Glasses	5,000.00	5,000.00	-	-	-
- Misc. Sponsorships	5,000.00	5,000.00	-	-	-
Sales					
- Glasses	12,000.00	12,000.00	-	59,516.09	-
- T-Shirts	3,500.00	3,500.00	-	-	-
- Other	2,000.00	2,000.00	-	-	-
TXF from HOT	62,709.00	62,709.00	-	62,709.00	-
Total	110,209.00	110,209.00	-	142,527.59	-

Expense					
Merchandise					
- Glasses	14,139.00	14,139.00	-	43,619.73	-
- T-Shirts	2,500.00	2,500.00	-	-	-
- Stickers	1,000.00	1,000.00	-	-	-
- Other	6,000.00	6,000.00	-	-	-
Maintenance	32,670.00	32,670.00	-	31,231.00	-
Block Party	28,500.00	28,500.00	-	3,561.02	-
Other	25,400.00	25,400.00	-	17,301.30	-
Total expenses	110,209.00	110,209.00	-	95,713.05	-

CONSOLIDATED GENERAL FUND

Revenue					
City	14,654,837.83	14,746,957.75	92,119.92	16,028,317.41	14,774,019.89
Parks	655,980.00	668,540.00	12,560.00	653,805.00	170,785.00
Founders	171,319.01	171,319.01	-	204,452.38	201,108.56
Eclipse	110,209.00	110,209.00	-	142,527.59	-
Total	15,592,345.84	15,697,025.76	104,679.92	17,029,102.38	15,145,913.45
Expense					
City	13,128,993.66	13,087,343.81	(41,649.85)	12,479,323.31	13,460,731.43
Parks	1,603,108.85	1,615,668.85	12,560.00	1,581,328.85	989,300.64
Founders	160,025.00	160,025.00	-	140,673.82	156,625.00
Eclipse	110,209.00	110,209.00	-	95,713.05	-
Total Expense	15,002,336.50	14,973,246.65	(29,089.85)	14,297,039.03	14,606,657.07
Balance Forward	590,009.34	723,779.11	133,769.77	2,732,063.35	539,256.39

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	31,438.39	31,438.39	-	31,438.39	28,193.38
Revenue					
FM Sponsor	4,000.00	4,000.00	-	1,000.00	1,000.00
Grant Income	1,000.00	1,000.00	-	1,000.00	1,000.00
Booth Space	70,000.00	70,000.00	-	55,574.29	66,000.00
Applications	1,800.00	1,800.00	-	1,337.14	1,400.00
Membership Fee	2,000.00	2,000.00	-	2,100.00	2,200.00
Interest Income	1,300.00	1,300.00	-	1,836.38	-

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Proposed Item # 13.
Market Event/Merch.	1,000.00	1,000.00	-	200.00	400.00
Transfer from General Fund	16,679.31	16,679.31	-	16,057.18	16,542.01
Total	129,217.70	129,217.70	-	110,543.38	118,535.39

Expense					
Advertising	4,700.00	4,700.00	-	3,700.00	4,700.00
Market Manager	56,968.21	56,968.21	-	57,300.00	60,468.30
Payroll Tax Expense	4,610.07	4,610.07	-	4,750.00	4,877.83
DSFM Benefits	6,676.72	6,676.72	-	6,750.00	7,057.78
Retirement	3,363.97	3,363.97	-	3,450.00	3,508.67
Entertainment& Activities	3,000.00	3,000.00	-	4,000.00	5,000.00
Dues Fees & Subscriptions	200.00	200.00	-	200.00	200.00
Training	100.00	100.00	-	100.00	100.00
Office Expense	200.00	200.00	-	200.00	200.00
Supplies Expense	-	-	-	-	-
Network & Phone	200.00	200.00	-	200.00	200.00
Cleaning & Maintenance	2,200.00	2,200.00	-	1,200.00	2,200.00
Other Expense	-	-	-	-	-
Capital Fund	-	-	-	-	-
Contingency Fund	500.00	500.00	-	500.00	500.00
Transfer to Reserve Fund	35,000.00	35,000.00	-	-	-
Total Expense	117,718.98	117,718.98	-	82,350.00	89,012.58
Balance Forward	11,498.72	11,498.72	-	28,193.38	29,522.81

PARKLAND DEDICATION FUND					
Balance Forward	564,405.81	564,405.81	-	564,405.81	10,365.81
Revenue					
Parkland Fees	-	-	-	-	-
Total Revenue	564,405.81	564,405.81	-	564,405.81	10,365.81

Expense					
Park Improvements	541,480.00	554,040.00	12,560.00	554,040.00	-
TXF to AG Facility	-	-	-	-	-
Master Naturalists	-	-	-	-	-
Total Expenses	541,480.00	554,040.00	12,560.00	554,040.00	-
Balance Forward	22,925.81	10,365.81	(12,560.00)	10,365.81	10,365.81

PARKLAND DEVELOPMENT FUND					
Balance Forward	-	-	-	-	-
Revenue					
Parkland Development Fees	-	-	-	-	-
Total Revenue	-	-	-	-	-

Expense					
Transfer to Parks	-	-	-	-	-
Total Expenses	-	-	-	-	-
Balance Forward	-	-	-	-	-

AG FACILITY FUND					
Balance Forward	-	-	-	24,500.00	-
Revenue					
Ag Facility Fees	-	-	-	84,800.00	-
Total Revenues	-	-	-	109,300.00	-

Expense					
TXF to DSRP	-	-	-	109,300.00	-
Total Expense	-	-	-	109,300.00	207

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
Balance Forward	-	-	-	-	-
LANDSCAPING FUND					
Balance Forward	624,827.64	624,827.64	-	555,567.00	509,067.00
Revenue					
Tree Replacement Fees			-		
Total Revenues	624,827.64	624,827.64	-	555,567.00	509,067.00
Expense					
Sports and Rec Park	-	-	-	-	-
DSRP			-	-	-
FMP	3,000.00	3,000.00	-	3,000.00	
Charro			-	-	-
Historic Districts			-	-	-
Professional Services			-	-	-
Tree Maintenance	25,000.00	41,200.00	16,200.00	41,200.00	25,000.00
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00	-	2,300.00	2,300.00
Total Expense	30,300.00	46,500.00	16,200.00	46,500.00	27,300.00
Balance Forward	594,527.64	578,327.64	(16,200.00)	509,067.00	481,767.00
SIDEWALK FUND					
Balance Forward	1,497.00	1,497.00	-	29,828.96	29,828.96
Revenue					
Fees	-	-	-	-	-
Total Revenues	1,497.00	1,497.00	-	29,828.96	29,828.96
Expense					
Expense	-	-	-	-	29,000.00
Total Expense	-	-	-	-	29,000.00
Balance Forward	1,497.00	1,497.00	-	29,828.96	828.96
DRIPPING SPRINGS RANCH PARK OPERATING FUND					
Balance Forward	242,088.02	242,088.02	-	240,004.35	153,038.06
Revenue					
Stall Rentals	37,200.00	37,200.00	-	45,000.00	40,000.00
RV/Camping Site Rentals	19,000.00	19,000.00	-	26,605.00	21,000.00
Facility Rentals	113,500.00	113,500.00	-	145,000.00	125,000.00
Equipment Rental	6,000.00	6,000.00	-	15,500.00	8,000.00
Sponsorships & Donations	52,275.00	52,275.00	-	11,111.00	52,275.00
Merchandise Sales	22,065.20	22,065.20	-	28,000.00	22,065.20
Riding Permits	9,500.00	9,500.00	-	7,680.00	8,000.00
Staff & Misc. Fees	4,000.00	4,000.00	-	4,000.00	4,000.00
Cleaning Fees	25,000.00	25,000.00	-	25,160.00	25,000.00
General Program and Events:					
- Riding Series	35,000.00	35,000.00	-	32,500.00	35,000.00
- Coyote Camp	137,100.00	137,100.00	-	114,000.00	137,100.00
- Misc. Events	2,000.00	2,000.00	-	29,182.00	12,000.00
- Programing	15,100.00	15,100.00	-	37,940.84	53,000.00
- Concert Series			-		
- Ice Rink	329,425.00	320,625.00	(8,800.00)	119,206.00	229,169.00
- Ice Rink Merchandise			-	500.00	500.00
Concessions	-	-	-	987.50	
Other Income	500.00	500.00	-	1,400.00	500.00
Interest	2,000.00	2,000.00	-	7,500.00	4,500.00
TXF from Ag Facility			-	109,300.00	-
TXF from HOT	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00
Total Revenue	1,351,753.22	1,351,753.22	-	1,322,921.69	1,260,000.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
Expense					
Advertising	15,000.00	15,000.00	-	4,332.95	15,000.00
Office Supplies	10,000.00	10,000.00	-	3,500.00	10,000.00
Postage	-	-	-	-	-
DSRP On Call	10,400.00	10,400.00	-	10,400.00	-
Programing Staff	108,246.48	108,246.48	-	95,000.00	154,246.48
Network and Communications	14,518.00	14,518.00	-	16,500.00	9,414.00
IT Equipment & Support	5,000.00	5,000.00	-	5,000.00	3,000.00
Co-Sponsored Events	7,900.00	7,900.00	-	-	7,900.00
Sponsorship Expenses	2,100.00	2,100.00	-	-	2,100.00
Supplies and Materials	13,545.00	13,545.00	-	18,545.00	-
Uniforms	3,500.00	3,500.00	-	1,250.00	1,000.00
Ranch House Supplies	1,000.00	1,000.00	-	500.00	1,000.00
Dues, Fees and Subscriptions	5,127.50	5,127.50	-	5,127.50	5,127.50
Mileage	500.00	500.00	-	500.00	500.00
Equipment	20,000.00	20,000.00	-	20,000.00	5,000.00
House Equipment	-	-	-	-	-
Equipment Rental	2,000.00	2,000.00	-	3,500.00	3,000.00
Equipment Maintenance	25,000.00	25,000.00	-	25,000.00	25,000.00
Portable Toilets	2,500.00	2,500.00	-	960.00	960.00
Electric	60,000.00	60,000.00	-	69,000.00	60,000.00
Water	7,000.00	7,000.00	-	18,250.00	7,000.00
Septic	750.00	750.00	-	750.00	750.00
Lift Station Maintenance	12,000.00	12,000.00	-	20,000.00	12,000.00
Propane/Natural Gas	2,500.00	2,500.00	-	3,000.00	2,500.00
On Call Phone	-	-	-	-	-
Alarm	6,660.00	6,660.00	-	8,000.00	13,317.24
Stall Cleaning & Repair	4,000.00	4,000.00	-	4,200.00	4,000.00
Training and Education	12,400.00	12,400.00	-	7,126.85	-
General Program and Events:	-	-	-	-	-
- Riding Series	32,000.00	32,000.00	-	26,500.00	28,000.00
- Coyote Camp	16,000.00	16,000.00	-	16,000.00	12,000.00
- Misc. Events	700.00	700.00	-	24,709.44	700.00
- Programing	8,000.00	8,000.00	-	10,744.89	8,000.00
- Concert Series	-	-	-	-	-
- Ice Rink	242,719.40	242,719.40	-	291,319.76	229,169.00
Other Expense	20,000.00	20,000.00	-	5,000.00	10,000.00
Improvements	355,000.00	355,000.00	-	200,000.00	320,000.00
Tree Planting	-	-	-	-	-
Contingencies	50,000.00	50,000.00	-	68,625.00	30,000.00
Fleet Acquisition	-	-	-	-	-
Fleet Maintenance	5,500.00	5,500.00	-	1,500.00	3,000.00
General Maintenance and Repair	155,697.24	155,697.24	-	115,697.24	149,040.00
Grounds and General Maintenance	21,690.00	21,690.00	-	-	21,690.00
House Maintenance	10,000.00	10,000.00	-	5,000.00	5,000.00
HCLE	13,200.00	13,200.00	-	13,200.00	13,200.00
Merchandise	17,065.20	17,065.20	-	19,000.00	17,065.20
RV/Parking Lot	-	-	-	-	-
TXF to Vehicle Replacement Fund	32,145.00	32,145.00	-	32,145.00	31,906.08
Total Expenses	1,331,363.82	1,331,363.82	-	1,169,883.63	1,221,585.50
Balance Forward	20,389.40	20,389.40	-	153,038.06	38,561.76
HOTEL OCCUPANCY TAX FUND					
Balance Forward	549,203.99	549,203.99	-	618,439.63	626,259.95
Revenues					
Hotel Occupancy Tax	800,000.00	800,000.00	-	1,105,664.55	900,000.00
Interest	7,200.00	7,200.00	-	18,000.00	7,200.00
Total	1,356,403.99	1,356,403.99	-	1,742,104.18	1,531,209.95

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
Expenses					
Advertising	-	-	-	-	300.00
Christmas Lighting Displays	27,290.00	67,290.00	40,000.00	67,290.00	27,290.00
City Sponsored Events	-	-	-	-	-
Historic Districts Marketing	-	-	-	-	-
Signage	8,840.00	8,840.00	-	56,840.00	90,200.00
Arts	20,000.00	20,000.00	-	35,000.00	-
Lighting	-	-	-	-	-
Dues and Fees	12,000.00	12,000.00	-	4,715.00	5,000.00
TXF to Debt Service	88,487.50	88,487.50	-	88,487.50	90,375.00
RV/ Parking Lot	-	-	-	-	-
Software	8,000.00	8,000.00	-	5,500.00	5,000.00
TXF to General Fund	62,709.00	62,709.00	-	262,709.00	55,000.00
TXF to DSVB	233,072.73	233,072.73	-	233,072.73	550,000.00
TXF to Event Center	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00
Grants	39,885.00	39,885.00	-	39,885.00	40,842.00
			-		
Total expenses	800,284.23	849,084.23	48,800.00	1,115,844.23	1,194,007.00
Balance Forward	556,119.76	507,319.76	(48,800.00)	626,259.95	339,452.95

VISITORS BUREAU

Balance Forward	-	-	-	-	-
Revenue					20,396.45
Fees					
- Brewers Fest	1,000.00	1,000.00	-	900.00	1,000.00
- Wedding Showcase	14,000.00	14,000.00	-	8,796.68	9,000.00
Ticket Sales					
- Brewers Fest	12,000.00	12,000.00	-	16,609.00	17,000.00
- Dripping with Taste	5,000.00	5,000.00	-	5,271.69	-
- Songwriter's Festival	8,500.00	8,500.00	-	9,160.00	9,000.00
Merchandise					
- Brewers Fest	1,000.00	1,000.00	-	-	-
- Songwriters Festival	5,000.00	5,000.00	-	3,131.47	4,000.00
- Eclipse	2,000.00	2,000.00	-	-	-
Sponsorships & Donations					
- Songwriter's Festival	78,000.00	78,000.00	-	60,000.00	70,000.00
- Brewers Fest	-	-	-	1,000.00	1,000.00
- Stars in Dripping Springs	-	-	-	-	20,000.00
Grants					
TXF from HOT Fund	233,072.73	233,072.73	-	233,072.73	550,000.00
Other Revenues	-	-	-	9,390.02	9,000.00
Interest	-	-	-	5,000.00	5,000.00
Total	359,572.73	359,572.73	-	352,331.59	715,396.45

Expense					
Personnel					
- Salaries	144,350.00	144,350.00	-	115,480.00	142,604.40
- Taxes	11,546.78	11,546.78	-	9,237.42	11,413.24
- Benefits	13,430.08	13,430.08	-	10,744.06	14,170.16
- TMRS	8,523.87	8,523.87	-	6,819.10	8,274.62
Dues, Fees and Subscriptions	3,525.00	3,525.00	-	2,035.00	3,065.00
Advertising & Marketing	20,053.00	20,053.00	-	47,979.41	66,742.00
Supplies	1,800.00	1,800.00	-	2,096.00	2,500.00
IT Equipment & Support	-	-	-	-	-
Software	25,260.00	25,260.00	-	25,260.00	21,960.00
Training & Education	3,000.00	3,000.00	-	3,725.00	8,800.00
Professional Services					
- Marketing Consultant	5,000.00	5,000.00	-	5,000.00	210

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
Utilities					
- Water			-		
- Electricity	650.00	650.00	-	405.20	1,000.00
- Phone/Network			-		
Website	7,150.00	7,150.00	-	7,150.00	10,000.00
Office Maintenance/Repairs	13,740.00	13,740.00	-	13,740.00	10,700.00
Office Improvements	-	-	-	-	-
Postage	250.00	250.00	-	250.00	500.00
Other	7,214.00	7,214.00	-		-
Brewers Fest	7,680.00	7,680.00	-	17,358.60	17,675.00
Dripping with Taste	4,700.00	4,700.00	-	4,700.00	-
Songwriter's Festival	68,700.00	68,700.00	-	15,000.00	100,000.00
Wedding Showcases	13,000.00	13,000.00	-	4,955.35	2,000.00
Stars in Dripping Springs	-	-	-	-	40,000.00
Transfer to Capital	-	-	-	40,000.00	40,000.00
Total expenses	359,572.73	359,572.73	-	331,935.14	506,404.42
Balance Forward	-	-	-	20,396.45	208,992.03

UTILITY FUND

Balance Forward	6,393,898.25	7,196,505.62	802,607.37	7,196,505.52	6,139,976.41
Wastewater					
Revenue					
TXF from TWDB	14,715,000.00	14,715,000.00	-	150,000.00	-
Wastewater Service	1,478,767.68	1,478,767.68	-	1,478,767.68	1,672,883.25
Late Fees/Rtn check fees	9,600.00	9,600.00	-	13,762.85	9,000.00
Portion of Sales Tax	760,000.00	760,000.00	-	900,000.00	-
Delayed Connection Fees	5,000.00	5,000.00	-	17,500.00	5,000.00
Line Extensions			-		-
Transfer fees	-	-	-		-
Overuse fees	335,135.58	335,135.58	-	174,000.00	-
Reuse Fees	204,350.00	204,350.00	-	-	-
FM 150 WWU Line Reimbursement	60,000.00	60,000.00	-	5,000.00	-
Interest			-		-
Other Income			-		-
Water Income			-		-
Developer Reimbursed Costs	927,000.00	994,788.29	67,788.29	245,000.00	-
TXF from General Fund			-		-
Total Revenues	18,494,853.26	18,562,641.55	67,788.29	2,984,030.53	1,686,883.25

Expense					
Administrative and General Expense:					
- Regulatory Expense			-		-
- Planning and Permitting	5,000.00	5,000.00	-	35,000.00	-
Engineering:			-		
- Engineering & Surveying			-		-
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00	-	5,000.00	-
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00	-	13,000.00	-
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00	-	-	-
- Sewer Planning CAD 1971-001	15,000.00	15,000.00	-	2,000.00	-
- Water Planning 1982-001	5,000.00	5,000.00	-	2,000.00	-
- FM 150 WWU Line 1989-001	60,000.00	60,000.00	-	5,000.00	-
- Parallel West Interceptor Design& Cost			-	-	-
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00	-	5,000.00	-
- TLAP Renewal application 1732-001	10,000.00	10,000.00	-		-
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00	-	25,000.00	-
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	100,000.00	-	20,000.00	-
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00	-	15,000.00	-
- Cannon Tract - 1842-001	2,000.00	2,000.00	-	7,500.00	-
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00	-	40,000.00	-

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00	-	7,500.00	-
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	75,000.00	-	40,000.00	-
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	5,000.00	-	-	-
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00	-	20,000.00	-
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00	-
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00	-
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	25,000.00	-
- TLAP Renewal application	-	-	-	-	-
System Operations and Maintenance:	-	-	-	-	-
- Routine Operations	87,000.00	87,000.00	-	19,584.86	95,700.00
- Non-Routine Operations	85,800.00	85,800.00	-	31,744.67	94,400.00
- System Maintenance & Repair	24,000.00	166,270.14	142,270.14	166,270.14	30,000.00
- Chlorinator Maintenance	3,900.00	3,900.00	-	1,250.00	4,500.00
- Chlorinator Alarm	1,300.00	1,300.00	-	-	1,500.00
- Odor Control	26,000.00	26,000.00	-	-	28,600.00
- Meter Calibrations	2,730.00	2,730.00	-	850.00	3,500.00
- Lift Station Cleaning	27,300.00	27,300.00	-	35,000.00	35,000.00
- Jet Cleaning Collection lines	27,360.00	27,360.00	-	27,360.00	50,000.00
- Drip Field Lawn Maintenance	10,000.00	10,000.00	-	3,000.00	11,000.00
- Drip Field Maint & Repairs	20,000.00	20,000.00	-	7,500.00	30,000.00
- Drip Field Meter Box Replacement	-	-	-	-	-
- Lift Station repairs	27,300.00	27,300.00	-	5,000.00	35,000.00
- Autodialer Replacement	-	-	-	-	-
- Lift Station Preventative Maintenance	9,700.00	9,700.00	-	1,000.00	11,000.00
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00	-	54,718.00	70,000.00
- Chemicals	15,000.00	15,000.00	-	8,797.50	16,500.00
- Electricity	80,000.00	80,000.00	-	58,303.50	88,000.00
- Laboratory Testing	-	-	-	-	-
- Sludge Hauling	150,000.00	150,000.00	-	109,929.00	165,000.00
- Phone/Network	-	-	-	-	-
- Supplies	28,500.00	28,500.00	-	18,708.00	-
- Wastewater Flow Measurement	9,000.00	9,000.00	-	9,000.00	-
- Backwash Flow Meter & Check valve	-	-	-	-	-
- Arrowhead Plant Operations	-	-	-	-	-
- Big Sky Plant Operations	-	-	-	-	-
Arrowhead Operations and Maintenance:	-	-	-	-	-
- Routine Operations	23,250.00	23,250.00	-	9,834.00	26,000.00
- Non-Routine Operations	21,450.00	21,450.00	-	20,161.00	24,000.00
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,750.00
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,100.00
- Meter Calibrations	1,200.00	1,200.00	-	850.00	1,400.00
- Lift Station Cleaning	3,000.00	3,000.00	-	3,000.00	6,000.00
- Drip Field Lawn Maintenance	44,000.00	44,000.00	-	-	44,000.00
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	-	8,000.00
- Lift Station repairs	2,500.00	2,500.00	-	-	3,000.00
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	2,000.00
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	5,676.00	17,000.00
- Chemicals	13,000.00	13,000.00	-	9,780.00	14,300.00
- Electricity	20,000.00	20,000.00	-	11,343.00	22,000.00
- Sludge Hauling	39,000.00	39,000.00	-	51,226.00	50,000.00
- Capital Projects	2,029,109.57	2,029,109.57	-	500,000.00	-
- Arrowhead Plant Lease(s)	-	-	-	-	286,560.00
Big Sky Operations and Maintenance:	-	-	-	-	-
- Routine Operations	23,250.00	23,250.00	-	-	23,250.00
- Non-Routine Operations	21,450.00	21,450.00	-	-	21,450.00
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,500.00
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,000.00
- Meter Calibrations	1,200.00	1,200.00	-	-	1,200.00
- Lift Station Cleaning	3,000.00	3,000.00	-	-	3,000.00
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	-	7,500.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
- Lift Station repairs	2,500.00	2,500.00	-	-	2,500.00
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	1,000.00
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	-	5,000.00
- Chemicals	13,000.00	13,000.00	-	-	13,000.00
- Electricity	20,000.00	20,000.00	-	-	20,000.00
- Sludge Hauling	39,000.00	39,000.00	-	-	39,000.00
- Supplies	7,500.00	7,500.00	-	-	-
Other Expense	85,000.00	85,000.00	-	40,000.00	-
Capital Projects:			-		
- Road Reconstruction			-		
- HRTreated Effluent Fill Station	200,000.00	200,000.00	-	-	-
- Parallel West Interceptor			-		
- Arrowhead Drain Field	1,800,000.00	1,800,000.00	-	1,800,000.00	-
- Parallel West Interceptor			-		
Other:			-		
- Reimbursement to Caliterra Oversize of West Interceptc	-	670,464.62	670,464.62	670,464.62	-
TWDB Engineering:			-		
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00	-	45,000.00	-
- East Interceptor 1951-001	125,000.00	125,000.00	-	45,000.00	-
- Effluent HP 1952-001	175,000.00	175,000.00	-	20,000.00	-
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00	-	5,000.00	-
- WWTP Design Assistance			-		
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00	-	15,000.00	-
Miscellaneous:			-		
- Consultants and Legal	230,000.00	230,000.00	-	40,000.00	-
TWDB Capital Projects:			-		
- West Interceptor	2,000,000.00	2,000,000.00	-	-	-
- South Collector, LS and FM and TE Line	125,000.00	125,000.00	-	-	-
- East Interceptor	50,000.00	50,000.00	-	-	-
- Effluent Holding Pond	2,000,000.00	2,000,000.00	-	-	-
- WWTP	12,000,000.00	12,000,000.00	-	-	-
Transfer to General Fund			-		
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00	-	37,936.00	50,545.02
Total Expense	22,954,485.57	23,767,220.33	812,734.76	4,165,286.29	1,466,755.02

DEVELOPMENT/CAPITAL

Revenues

Developer Reimbursed Costs	-	-	-	-	567,500.00
Portion of Sales Tax	-	-	-	-	900,000.00
Overuse fees	-	-	-	-	221,841.43
Line Extension Fees					-
Reuse Fees	-	-	-	-	-
FM 150 WWU Line Reimbursement	-	-	-	-	40,000.00
Other Income	-	-	-	-	40,000.00
PEC	-	-	-	-	130,000.00
ROW Fees	-	-	-	-	3,500.00
Cable	-	-	-	-	130,000.00
TX Gas Franchise Fees	-	-	-	-	4,250.00
Interest	-	-	-	-	180,000.00
Total Revenue	-	-	-	-	2,217,091.43

Expense

- Construction Phase Services HR TEFS 1873-001	-	-	-	-	15,000.00
- Misc. Planning/Consulting 1431-001					67,500.00
- 2nd Amendment CIP 1881-001	-	-	-	-	60,000.00
- Sewer Planning CAD 1971-001					15,000.00
- Water Planning 1982-001					5,000.00
- FM 150 WWU Line 1989-001					40,000.00
- Parallel West Interceptor Design& Cost					-

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
- Caliterra Plan Review & construction Phase Services 1930-002				-	15,000.00
- TLAP Renewal application 1732-001			-	-	
- Arrowhead PR & Const. Phase Services - 1967-001			-	-	10,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001			-	-	60,000.00
- Double L Planning & Const. Phase Services - 1743-001			-	-	75,000.00
- Cannon Tract - 1842-001			-	-	5,000.00
- Driftwood 522 PR & Const. Phase Services - 1900-001			-	-	75,000.00
- Big Sky PR & Const Phase Services - 1913-001			-	-	20,000.00
- Driftwood Creek PR & Const Phase Services - 1917-001			-	-	35,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-001			-	-	
- Cynosure-Wild Ridge - 2009-001			-	-	25,000.00
- Oryx Cannon 58 Plan Review & CPS - 60972-2			-	-	60,000.00
- New Growth Plan Review & CPS - 60972-2			-	-	60,000.00
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-24			-	-	60,000.00
- Effluent HP 1952-001 - Engineering	-	-	-	-	60,000.00
- Effluent Holding Pond - Construction	-	-	-	-	
Other Expense	-	-	-	-	
- HRTreated Effluent Fill Station	-	-	-	-	200,000.00
- Parallel West Interceptor	-	-	-	-	-
- Arrowhead Drain Field	-	-	-	-	-
- WWTP Water Supply	-	-	-	-	50,000.00
- WWTP Road Repair	-	-	-	-	50,000.00
- Arrowhead Capital Projects	-	-	-	-	
Total Expense	-	-	-	-	1,047,500.00

TWDB PROJECT

Revenues

TXF from TWDB	-	-	-	-	21,005,000.00
Total Revenue	-	-	-	-	21,005,000.00

Expense

TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	-	-	-	-	150,000.00
- East Interceptor 1951-001	-	-	-	-	200,000.00
- Reclaimed Water Facility 1953-001	-	-	-	-	25,000.00
- WWTP Design Assistance	-	-	-	-	
- So Regional WW System Exp P&M 1923-001	-	-	-	-	30,000.00
Miscellaneous:					
- Consultants and Legal	-	-	-	-	100,000.00
TWDB Capital Projects:					
- West Interceptor	-	-	-	-	3,000,000.00
- South Collector, LS and FM and TE Line	-	-	-	-	3,500,000.00
- East Interceptor	-	-	-	-	-
- WWTP	-	-	-	-	14,000,000.00
Total Expense	-	-	-	-	21,005,000.00

WATER

Revenue

Fees:					
- Tap Fees			-	-	-
- Impact Fees			-	-	-
- Meter Set Fees	5,000.00	5,000.00	-	4,000.00	3,000.00
- Disconnect Fees			-	-	-
- Equipment Fees	36,200.00	36,200.00	-	8,000.00	8,000.00
- Inspection Fees	5,000.00	5,000.00	-	1,000.00	1,000.00
Rates:					
- Base Rate	63,840.00	63,840.00	-	36,000.00	40,000.00
- Usage	100,000.00	100,000.00	-	200,000.00	200,000.00

Item # 13.

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Proposed
- Penalties			-		
Other Revenues	6,000.00	6,000.00	-	6,000.00	6,000.00
TXF from Wastewater Fund	-	-	-		
Total Revenue	216,040.00	216,040.00	-	255,000.00	258,000.00

Expense

Administrative and General Expense:					
- Regulatory Expense	-	-	-	-	-
- Planning and Permitting	-	-	-	-	-
System Operations and Maintenance:					
- Routine Operations	25,000.00	25,000.00	-	1,500.00	27,500.00
- Non Routine Operations	10,000.00	10,000.00	-	2,500.00	15,000.00
- System Maintenance & Repair	20,000.00	22,210.11	2,210.11	27,866.00	25,000.00
- Laboratory Testing	-	-	-	-	-
- Supplies	50,000.00	52,368.61	2,368.61	48,000.00	-
- Water Meters					60,000.00
Operating and Maintenance	-	-	-		
Total Expense	105,000.00	109,578.72	4,578.72	79,866.00	127,500.00

ADMINISTRATION

Revenues

PEC	130,000.00	130,000.00	-	180,000.00	-
ROW Fees	6,000.00	6,000.00	-	6,000.00	-
Cable	130,000.00	130,000.00	-	140,000.00	-
TX Gas Franchise Fees	3,000.00	3,000.00	-	4,298.84	-
Interest	60,000.00	60,000.00	-	185,000.00	-
TXF from General Fund	-	-	-		-
Total Revenue	329,000.00	329,000.00	-	515,298.84	-

Expense

Administrative and General Expense:					
- Administrative/Billing Expense	352,560.00	352,560.00	-	164,000.00	66,000.00
- Legal Fees	50,000.00	50,000.00	-	37,500.00	55,000.00
- Auditing	10,000.00	10,000.00	-	10,000.00	10,000.00
- Software	15,313.00	15,313.00	-	15,313.00	7,000.00
- IT Equipment & Support	4,340.00	4,340.00	-	5,000.00	5,000.00
Systems Operations and Maintenance:					
- Phone/Network	16,250.00	16,250.00	-	16,250.00	18,000.00
- Equipment	53,000.00	53,000.00	-	33,748.00	320,000.00
- Equipment Maintenance	10,000.00	10,000.00	-	1,500.00	11,000.00
- Fleet Acquisition	62,000.00	62,000.00	-	63,236.00	50,000.00
- Fleet Maintenance	12,000.00	12,000.00	-	12,000.00	14,000.00
- Fuel	20,000.00	20,000.00	-	20,000.00	22,000.00
- Laboratory Testing	30,000.00	30,000.00	-	30,100.00	45,000.00
- SCADA	-	-	-	-	50,000.00
Supplies					59,500.00
Other Expense					
Uniforms	7,470.00	7,470.00	-	4,582.00	11,000.00
Training	13,305.00	16,330.51	3,025.51	6,000.00	20,000.00
Dispatch	3,000.00	3,000.00	-	3,000.00	3,000.00
Salaries	527,345.98	527,345.98	-	527,45.98	715,604.39
Overtime	-	-	-	-	48,672.00
Taxes	42,609.97	42,609.97	-	42,609.97	53,153.97
Benefits	59,572.49	59,572.49	-	59,572.49	70,133.37
Retirement	30,894.73	30,894.73	-	30,894.73	41,215.65
On Call	10,400.00	10,400.00	-	10,400.00	26,000.00
Total Expense	1,330,061.17	1,333,086.68	3,025.51	565,706.19	1,721,279.38

CONSOLIDATED UTILITY FUND

Revenue

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	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
Balance Forward	6,393,898.25	7,196,505.62	802,607.37	7,196,505.52	6,139,976.41
Development/Capital	-	-	-	-	2,217,091.43
TWDB Project	-	-	-	-	21,005,000.00
Wastewater	18,494,853.26	18,562,641.55	67,788.29	2,984,030.53	1,686,883.25
Water	216,040.00	216,040.00	-	255,000.00	258,000.00
Operations	329,000.00	329,000.00	-	515,298.84	-
Total	25,433,791.50	26,304,187.17	870,395.66	10,950,834.89	31,306,951.09
Expense					
Development/Capital	-	-	-	-	1,047,500.00
TWDB Project	-	-	-	-	21,005,000.00
Wastewater	22,954,485.57	23,767,220.33	812,734.76	4,165,286.29	1,466,755.02
Water	105,000.00	109,578.72	4,578.72	79,866.00	127,500.00
Operations	1,330,061.17	1,333,086.68	3,025.51	565,706.19	1,721,279.38
Total Expense	24,389,546.74	25,209,885.73	820,338.99	4,810,858.48	25,368,034.40
Balance Forward	1,044,244.76	1,094,301.43	50,056.67	6,139,976.41	5,938,916.69

TWDB FUND

Balance Forward	208.34	208.34	-	886.24	906.24
Revenues	14,715,000.00	14,715,000.00	-	-	21,005,000.00
Interest	-	-	-	20.00	20.00
Total revenue	14,715,208.34	14,715,208.34	-	906.24	21,005,926.24

Expenses

Escrow Fees	-	-	-	-	-
Expenses	14,715,000.00	14,715,000.00	-	-	21,005,000.00
Total Expenses	14,715,000.00	14,715,000.00	-	-	21,005,000.00
Balance Forward	208.34	208.34	-	906.24	926.24

IMPACT FUND

Bal Forward	2,391,506.74	2,391,506.74	-	3,415,797.87	852,770.61
Revenue					
Impact Fees	1,080,150.00	1,080,150.00	-	270,715.00	-
Impact Fee Deposits	-	-	-	-	-
Interest Income	45,000.00	45,000.00	-	90,000.00	45,000.00
Total	3,516,656.74	3,516,656.74	-	3,776,512.87	897,770.61

Expense

TXF to Debt Service 2015	684,900.76	684,900.76	-	684,900.76	670,405.60
TXF to Debt Service 2019	1,043,553.00	1,043,553.00	-	1,043,553.00	-
TXF to Debt Service 2022	1,195,288.50	1,195,288.50	-	1,195,288.50	-
Total expense	2,923,742.26	2,923,742.26	-	2,923,742.26	670,405.60
Total Bal Forward	592,914.48	592,914.48	-	852,770.61	227,365.01

DEBT SERVICE FUND 2015

Bal Forward	845,626.75	845,626.75	-	849,232.36	860,634.56
Revenue					
TXF from Impact Fund	684,900.76	684,900.76	-	684,900.76	670,405.60
Interest	8,000.00	8,000.00	-	25,000.00	20,000.00
Total Revenue	1,538,527.51	1,538,527.51	-	1,559,133.12	1,551,040.16

Expenses

Debt Payment 2015	698,498.56	698,498.56	-	698,498.56	684,900.76
Total Expense	698,498.56	698,498.56	-	698,498.56	684,900.76
Balance Forward	840,028.95	840,028.95	-	860,634.56	866,139.40

DEBT SERVICE FUND 2013

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Proposed <i>Item # 13.</i>
Bal Forward	102,323.72	102,323.72	-	102,534.04	125,421.54
Revenue					
TXF from HOT	88,487.50	88,487.50	-	88,487.50	90,375.00
Interest			-	26,000.00	20,000.00
Total	190,811.22	190,811.22	-	217,021.54	235,796.54
Expense					
Tax Series 2013	91,600.00	91,600.00	-	91,600.00	88,487.50
Total Expenses	91,600.00	91,600.00	-	91,600.00	88,487.50
Balance Forward	99,211.22	99,211.22	-	125,421.54	147,309.04

DEBT SERVICE FUND 2019

Bal Forward	1,045,641.43	1,045,641.43	-	1,045,641.63	1,103,641.63
Revenue					
TXF from Impact Fees	1,043,553.00	1,043,553.00	-	1,043,533.00	
Interest			-	28,000.00	20,000.00
Total	2,089,194.43	2,089,194.43	-	2,117,174.63	1,123,641.63
Expense					
Tax Series 2019	1,013,553.00	1,013,553.00	-	1,013,533.00	1,043,533.00
Total Expenses	1,013,553.00	1,013,553.00	-	1,013,533.00	1,043,533.00
Balance Forward	1,075,641.43	1,075,641.43	-	1,103,641.63	80,108.63

DEBT SERVICE FUND 2022

Bal Forward	1,195,288.50	1,195,288.50	-	1,195,288.50	1,195,168.50
Revenue					
TXF from Impact Fees	1,191,888.50	1,191,888.50	-	1,191,768.50	
Interest	-	-			
Total	2,387,177.00	2,387,177.00	-	2,387,057.00	1,195,168.50
Expense					
Tax Series 2022	1,195,288.50	1,195,288.50	-	1,191,888.50	1,191,768.50
Total Expenses	1,195,288.50	1,195,288.50	-	1,191,888.50	1,191,768.50
Balance Forward	1,191,888.50	1,191,888.50		1,195,168.50	3,400.00

PEG FUND

Balance Forward	119,954.90	119,954.90		120,185.10	154,185.10
Revenues					
TWC	30,000.00	30,000.00		30,000.00	30,000.00
Interest Income	2,000.00	2,000.00		4,000.00	4,000.00
Total Revenues	151,954.90	151,954.90		154,185.10	188,185.10
Expense					
TXF to Event Center	-	-		-	-
Total Expense	-	-		-	-
Balance Forward	151,954.90	151,954.90		154,185.10	188,185.10

RESERVE FUND

Balance Forward	2,168,884.62	2,168,884.62	-	2,370,859.25	2,744,859.25
Revenue					
TXF from General Fund	300,000.00	300,000.00	-	300,000.00	300,000.00
Interest	23,000.00	23,000.00	-	74,000.00	75,000.00
Total	2,491,884.62	2,491,884.62	-	2,744,859.25	3,119,859.25

Expense

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Item # 13. Proposed
Expense			-		
Total Expense	-	-	-	-	-
Balance Forward	2,491,884.62	2,491,884.62	-	2,744,859.25	3,119,859.25

TIRZ 1					
Balance Forward	11,632.20	148,754.62	137,122.42	148,754.62	121,804.14
Revenues					
City AV	248,835.49	181,550.94	(67,284.55)	152,791.25	219,023.80
County AV	362,307.49	304,796.06	(57,511.43)	272,609.00	346,013.11
City for GAP Escrow					
Interest Income				21,600.00	20,000.00
EPS Reimbursements					
Total Revenue	622,775.18	635,101.62	12,326.44	595,754.87	706,841.05

Expense					
TIRZ Expense			-		
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
Legal Fees	-	-	-	-	-
EPS			-		
MAS	21,000.00	21,000.00	-	-	-
HDR	170,625.00	269,625.00	99,000.00	269,625.00	52,500.00
TJKM - Grant Writing			-		
Buie - PR			-		
Misc. Consulting	176,750.00	176,750.00	-	100,000.00	155,000.00
Creation Cost Reimbursements			-		
TXF to GAP Escrow			-		
Stakeholder Reimbursement	80,325.73	80,325.73	-	80,325.73	-
Total Expense	472,700.73	571,700.73	99,000.00	473,950.73	231,500.00
Balance Forward	150,074.45	63,400.89	(86,673.56)	121,804.14	475,341.05

TIRZ 2					
Balance Forward	1,547,461.82	1,232,218.70	(315,243.12)	1,232,218.70	1,979,387.49
Revenue					
Interest Income	6,500.00		(6,500.00)	30,000.00	30,000.00
City AV	419,809.28	347,074.06	(72,735.22)	347,074.06	356,542.34
County AV	609,756.54	580,813.70	(28,942.84)	604,202.00	596,658.45
Total Revenue	2,583,527.64	2,160,106.46	(423,421.18)	2,213,494.76	2,962,588.28

Expense					
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
MAS	10,000.00	10,000.00	-	-	-
HDR	56,875.00	89,875.00	33,000.00	89,875.00	17,500.00
Misc. Consulting	150,000.00	150,000.00	-	100,000.00	95,000.00
Creation Cost Reimbursements			-		
Stakeholder Reimbursement	20,232.27	20,232.27	-	20,232.27	-
Total Expense	261,107.27	294,107.27	33,000.00	234,107.27	136,500.00
Balance Forward	2,322,420.37	1,865,999.19	(456,421.18)	1,979,387.49	2,826,088.28

VEHICLE REPLACEMENT FUND					
Balance Forward	161,025.00	161,025.00	-	161,025.00	317,116.00
Revenue					
TXF from General Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF from DSRP	32,145.00	32,145.00	-	32,145.00	31,906.08
TXF from WWU	37,936.00	37,936.00	-	37,936.00	50,545.02
Total Revenue	317,116.00	317,116.00	-	317,116.00	514,218.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	Proposed
Expense					
Vehicle Replacement			-	-	
Total Expense	-	-	-	-	-
Balance Forward	317,116.00	317,116.00	-	317,116.00	514,650.65

Item # 13.

FY 2025 Proposed Budget Amendments - Hotel Occupancy Tax

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXX	<i>Description</i>	<i>Included in 8.6.24 Draft</i>	<i>Adjusted Figure included in 8.20.24 Draft</i>		<i>Information on what was changed, and how.</i>

Revenues

300					\$ -	
			\$ -	\$ -	\$ -	

Expenditures

300	N/A	Grants	\$ 40,000.00	\$ 40,842.00	\$ 842.00	This line item is proposed to be increased based on the HOT Committee's review of grant applications.
300					\$ -	
			\$ 40,000.00	\$ 40,842.00	\$ 842.00	

Total Savings **\$ (842.00)**



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

Submitted By: Andrew Binz – Director of Parks and Community Services

Council Meeting Date: September 3, 2024

Agenda Item Wording: Discuss and consider the approval of a Professional Services Agreement with Halff for the procurement of the Parks, Recreation & Open Space Master Plan.

Agenda Item Requestor: Taline Manassian

Summary/Background: The 2014 - 2024 Parks, Recreation & Open Space Master Plan was approved by City Council in March of 2015 and is due to be updated. A Request for Qualifications was advertised in February 2024 and nine firms submitted Statements of Qualifications (SOQs). All nine SOQs were scored by city staff and two firms were selected for an interview. An interview panel of city staff and a Parks & Recreation Commissioner conducted the interviews and a recommendation to negotiate a professional services agreement with Halff for the procurement of the Parks, Recreation & Open Space Master Plan was approved by City Council at their July 2, 2024 meeting.

The Parks & Recreation Commission approved the recommendation to enter into a Professional Services agreement with Halff at their August 21st meeting.

The Base Fee for the proposed Professional Services Agreement is \$225,000. \$150,000 was approved for the Parks, Recreation & Open Space Master Plan in the 2024 budget and an additional \$75,000 is being proposed in the 2025 budget for a total of \$225,000. The Scope of Services (Appendix A) includes an Additional Services section in case the City would like to include some additional assessments or analysis.

Staff

Recommendations: Approval of agreement as presented.

Attachments: 2024-Professional Services Agreement – Halff Associates Inc.

Next Steps/Schedule: Execute the Agreement

PROFESSIONAL SERVICES AGREEMENT
Parks, Recreation, and Open Space Master Plan

This Agreement, made and entered into this _____ day of _____, _____ by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the “City” or “Client”) and **Halff Associates, Inc.**, (hereinafter referred to as “Contractor” or “Planner/Landscape Architect”), is understood and agreed to be as set forth herein:

- 1. **Project Summary:** Contractor to provide professional consulting services in the creation of an updated, comprehensive Parks, Recreation, and Open Space Master Plan for 2024-2034 for the City of Dripping Springs, as further described in Appendices “A”, “B” and “C” of this Agreement (the “Services”).
- 2. **Attachments:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein. In the event of any inconsistency between the main body of this Agreement and any attachment, the main body of this Agreement shall take precedence. Among the attachments, the order of priority shall be as follows, with each subsequent attachment subordinate to the ones listed before it:

- [Appendix A:](#) Scope of Services
- [Appendix B:](#) Request for Qualifications
- [Appendix C:](#) Contractor’s Statement of Qualifications
- [Appendix D:](#) Contractor’s Agreement for Professional Engineering Services on a Defined Scope of Services Basis

- 3. **Representation and Warranty:** The Contractor hereby represents and warrants to the City as follows:
 - (a) **Accuracy of Statements:** The Contractor affirms that all statements contained in the Contractor’s Statement of Qualifications, attached hereto as Appendix B, are true, accurate, and complete in all material respects.
 - (b) **Skills and Experience:** The Contractor possesses the necessary skills, expertise, and experience to perform the Services as specified in this Agreement. The Contractor has and will maintain all necessary licenses, certifications, and permits required to fulfill its obligations under this Agreement.
 - (c) **Inducement:** The Contractor acknowledges that the City has entered into this Agreement in reliance upon the accuracy of the statements contained in the Contractor’s Statement of Qualifications and the Contractor’s representation of its skills and experience. Any misrepresentation or breach of this warranty shall be deemed a material breach of this Agreement, entitling the City to any remedies available under this Agreement or at law.

4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed \$225,000 (the “Cap”). 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:** The work will be commenced on execution of the agreement and completed according to a timeframe to be agreed upon within 30 days of execution of this Agreement. 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. **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.
9. **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.
10. **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.

- 11. Insurance.** Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City.
- 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. 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.
- 14. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 15. 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.
- 16. 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.

[THIS SPACE INTENTIONALLY BLANK]

17. 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:
Halff Associates, Inc.

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

APPENDIX “A”



**ATTACHMENT A
BASIC SCOPE OF SERVICES
PLANNING SERVICES FOR THE
DRIPPING SPRINGS PARKS, RECREATION, AND OPEN SPACE
MASTER PLAN**

PROJECT DESCRIPTION

Half shall provide planning services to the City of Dripping Springs (“Client”) that result in the Parks, Recreation, and Open Space Master Plan (the “Plan” or “Project”). The City desires to update its Parks, Recreation, Trails, and Open Space Master Plan in a community-driven process that addresses evolving community needs and desires. The project will assess the existing parks system, identify key needs and opportunities, and identify funding opportunities. Half, with support from ETC and Mend Collaborative, will deliver the scope of services identified in this document in close collaboration with the City and through a series of deliverables and engagement efforts that result in a system-wide parks plan that lays the foundation for the future.

PLANNING PROCESS PARAMETERS

This Scope of Services (the “Scope of Services”) is subject to the following parameters:

1. It is anticipated that the Project will take 12 months to complete – including delivery of a draft report to the City Council. The subsequent timeframe and adoption of the final Plan will vary depending on the Client’s scheduling preferences.
2. The Project will begin from the date of contract execution and will follow a task-by-task schedule prepared as part of the Project initiation process outlined in this Scope of Services. Any adjustments made to the Project schedule during the Project term will be jointly agreed upon between the Client and Half.
3. The study area will include all publicly accessible property within the City of Dripping Spring city limits and extraterritorial jurisdiction. Other surrounding properties or facilities that may be utilized by the Client with the goal of achieving an orderly long-term growth and development may be considered as mutually agreed upon between the Client and Half.
4. Draft and final Plan reports will be prepared in electronic (e.g., Adobe In-Design) format. Reports will be provided to the Client in INDD, PDF format suitable for distribution electronically and for posting to the City website. Mapping files will be provided in ArcGIS format including shapefiles and layer packages for use by the Client.
5. Tasks undertaken as part of this Project may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the Scope of Services.
6. References to a “Trip” within this Exhibit refer to travel to the City by members of the Half team from outside of Dripping Springs. If deemed necessary and upon agreement between the Client and Half “Trip” activities, meetings, and events may be conducted solely as “virtual” engagements using suitable video-conferencing technology.



7. Where possible, committee and planning meetings will be scheduled by Halff and/or the Client on concurrent days and evenings for greater project efficiency.
8. Any additional meetings or events beyond those shown in the Scope of Services will be considered an additional service and are not included in this Scope of Services.
9. Only minor revisions will be made following adoption to produce the final deliverables. Substantive revisions after adoption may require additional services depending on their nature and the current budget status.
10. Halff anticipates that the GIS shapefiles and associated data represent an up-to-date depiction of the existing conditions. In the instance that the Client's data is out-of-date, inaccurate, or otherwise not usable for creating base maps, or to perform the identified analyses set out in this Scope of Services, Halff may request that the Client update the data so that it is accurate and usable or may request an additional service to undertake the data creation/correction on behalf of the Client. Delays in receiving accurate data or creating new base map data (as may be needed to undertake the requisite tasks set out in this Scope of Services), may delay overall completion of the Project.
11. Halff will prepare data analysis of demographics, existing conditions, or other relevant environmental factors using the latest data provided by the Client or available publicly at the time of task compilation. Halff will request an Additional service to update those analyses if existing conditions change during the Project.
12. Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as meeting notes and minutes.
13. Halff's project involvement and facilitation as described in this Scope of Services (Attachment A) is contingent upon Client's execution of this Scope of Services and the attached Standard Terms and Conditions as well as (list supporting exhibits/attachments).



PHASE 1 – INITIATION AND ADMINISTRATION

TASK 1.1 - PROJECT INITIATION & KICK-OFF

Halff will coordinate a project kick-off conference call with the Client to discuss project logistics, establish key milestones, request information to be provided by Client, refine the planning process and calendar, coordinate field trips or site visits, overview the QA/QC process, establish project goals and schedule, discuss composition of stakeholder groups, and review the public engagement strategy. Mend Collaborative will participate in this kick-off meeting.

TASK 1.2 – REQUEST FOR INFORMATION AND DATA COLLECTION

Halff will obtain key maps, GIS files, CAD data, 3D modeling data, and background data from the Client, including digital copies of existing plans, studies, and other ongoing projects and plans from Client that may impact this planning process. Halff will utilize publicly available data to the best of Halff's ability. Halff will prepare a Request for Information (RFI) for the Client to provide important background data, files, photos, plans, and other pertinent information to the Project. The RFI will also include information from Client staff documenting progress implementing prior plan actions to understand previous plan implementation progress and which plan goals and objectives remain community priorities.

TASK 1.3 – STAFF REVIEW MEETINGS

Client will establish a small team of City staff (3-5 people) to function as reviewers for the Project. Staff review team will meet virtually with Halff regularly (suggested once per month) to discuss project progress and review deliverables as necessary. This group will function as the sounding board for Halff in place of an advisory or steering committee.

TASK 1.4 – PUBLIC ENGAGEMENT PLAN

Halff will work with Client to finalize the public engagement plan. The documented public engagement plan will be used to guide community engagement efforts and will expand upon this Scope of Services by outlining key milestones, outreach techniques, responsible parties, anticipated outreach schedule and by noting how each activity integrates with the planning process.

TASK 1.5 – BASE MAP

Halff will use relevant GIS data provided by the Client to prepare a project base map. Halff assumes that the data is already available through existing GIS inventories. The Client will work to assemble and provide Halff with the most current data in GIS shapefile format (for mapping items), PDF for reports or documents, and CAD for other applicable design elements. A data request form will be prepared at the beginning of the Project requesting specific datasets. Except as stated herein, Halff is not responsible for increasing the accuracy and precision or otherwise improving data received directly from the Client or other vendors.

TASK 1.6 – PROJECT MANAGEMENT

Halff will conduct ongoing administrative tasks throughout the planning period. Halff will manage the Project so that it proceeds according to the Contract and this Scope of Services. This includes timely communication with the Client, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff project manager and Client's Project Administrator may hold check-in calls every other week to coordinate, review action items, and maintain the Project schedule.

TASK 1.7 – QA/QC

Halff will perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables.

Phase 1 Meeting Summary



- Project coordination meetings (bi-weekly, ongoing), Kick-off Meeting, and Staff Review Meetings (once monthly or as determined during project kick-off).

Phase 1 Items Provided by Client

- City data, plans, policies and procedures, maps, reports, capital expenditures, and other materials as described in the task descriptions and Exhibit C (Client Support).

Phase 1 Deliverables:

- Request for Information spreadsheet, monthly progress reports, calendar invitation for check-in calls, project schedule, public engagement plan, and base map.



PHASE 2 – EXISTING CONDITIONS

TASK 2.1 – EXISTING STUDIES REVIEW

Half will review and analyze previous studies/plans and other documentation identified by the Client that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.

TASK 2.2 – RECORD OF ACCOMPLISHMENTS

Half will prepare a record of accomplishments form for Client to complete related to what initiatives/actions from previous planning efforts have been completed and what initiatives/actions are still outstanding and still warranted.

TASK 2.3 – DEMOGRAPHIC SNAPSHOT

Half will assemble a brief demographic snapshot including text, tables, and charts utilizing the most recent demographic data from various sources, including the U.S. Census Bureau, American Community Survey 5-Year Estimates, MPO, county, and other municipal sources. Demographic data will include population growth trends and other datasets relevant to the planning effort.

TASK 2.4 – PARK CONDITIONS ASSESSMENT

Half will prepare an assessment of existing park conditions for all publicly accessible parks and open spaces maintained by the City. Mend Collaborative to lead assessments of natural resources and natural areas within the parks system. Mend to develop ranking system for this assessment. The park conditions assessment relies on a visual survey to evaluate the general condition of park buildings, structures, facilities, and surfacing. Conditions assessments consider apparent signs of facility deterioration, and perceptions of functional obsolescence. Numerical rankings are applied to each facility and composite scores are applied to each park property to determine where facility replacement, rehabilitation, or reconstruction is most warranted. The cost for this assessment assumes a half-page description in the Plan for each of the six parks, should the City desire more description additional fees will need to be added. **(Note: The park conditions assessment does not include structural, mechanical, electrical, HVAC or plumbing inspections of park department administrative buildings, community centers, recreation centers, aquatics facilities, or similar.)**

TASK 2.5 – ARROWHEAD AND DRIPPING SPRINGS RANCH PARK SITE VISIT

Half will conduct a site visit with City staff to determine surrounding influences, establish site conditions critical to the project's development, and photograph existing conditions. One, three-hour meeting at Arrowhead Park and Dripping Springs Ranch Park sites. Afterwards Half will prepare a photo inventory map and refine the base map to include critical site conditions, and opportunities and constraints identified during the site visit.

Phase 2 Meeting Summary

- Possible staff review meeting.

Phase 2 Items Provided by Client

- Record of accomplishments, any previous or existing studies and/or plans relevant to the Project, any demographic data relevant to the Project.

Phase 2 Deliverables:

- Demographic and existing conditions snapshot to be incorporated into administrative draft plan.



PHASE 3 – COMMUNITY ENGAGEMENT

TASK 3.1 – STAKEHOLDER LISTENING SESSIONS

Half will facilitate 12 focus group listening sessions (1 hour each) with key stakeholders identified by the Client. It is intended that three (3) these listening sessions will be conducted in person and nine (9) will be conducted virtually over Microsoft Teams or a similar method. Two (2) of the nine (9) virtual meetings will be solely focused on the conceptual master plan renderings for Arrowhead Park and Drippings Springs Ranch Park. There may occur in concurrence with the other ten (10) stakeholder meetings or later in the plan development process as determined by the public engagement plan.

Each group should be comprised of between 8-10 people and are intended to identify important issues as it relates to the planning Project in Dripping Springs. Mend to attend and participate in up to three of the focus group listening sessions including preparation of environmental or other natural resource based questions. Half will send a stakeholder invite letter template to help the Client invite stakeholders, it is assumed the Client will set up the stakeholder meetings including sending invitations and securing a location.

TASK 3.2 – PUBLIC MEETINGS

Half will hold two public meetings throughout the duration of the Project. Mend Collaborative to design and facilitate one of the public meetings in coordination with Half. The exact dates and format will be determined in the Public Engagement Plan. Half will prepare the necessary materials and activities, while the Client will assist with securing a location, advertising, and staffing the open houses. The Client will be responsible for advertising the meeting(s) through various channels, such as social media, the website, and other media outreach tools.

TASK 3.3 – ENGAGEMENT BOOTH

Half will facilitate up to three engagement booths to educate residents, spread awareness of the project, or obtain additional feedback from residents at three separate existing events or festivals in Dripping Springs. Mend Collaborative will lead one of the engagement booth events. It is anticipated these pop-up booths would occur at strategic points during the project schedule, to be determined in the public engagement plan. The Client will identify the festivals or events, secure the booth space, and other items required by the event holder for Half to attend. Half team members will staff the booth, answer questions from the community, and engage with the community through prepared activities or announcements.

TASK 3.4 – STATISTICALLY-VALID SURVEY

Half facilitate the preparation and administering of one statistically-valid survey to generate additional input. ETC will oversee designing the survey with Half and the Client, prepare a sampling plan, administer the survey, and provide analysis for the final report. Surveys will be mailed to a random sampling of households to generate a total of (200) completed surveys for an overall statistical validity of 95 percent. Survey will also be distributed online. A summary overview of the results will be provided and incorporated into the plan document.

TASK 3.5 – TOUR OF TEXAS PARKS

Half will coordinate and facilitate a one-day visit for Dripping Springs City Council and Parks and Recreation Commission members to tour Dripping Springs' parks and up to three (3) other comparable nearby Texas parks. Comparable Texas parks will be selected with the assistance of City staff and transportation will be arranged and provided by City staff.



Phase 3 Meeting Summary

- 12 focus group listening sessions, 2 public meetings, 3 engagement booths at existing events, 1 Tour of Texas Parks day trip.

Phase 3 Items Provided by Client

- List of stakeholders, transportation for the Tour of Texas Parks, advertising all public events and surveys, assistance and facilitation for event locations and other necessary items (tables, chairs, etc.).

Phase 3 Deliverables:

- Meeting presentations and summaries, advertisements, public meeting presentation boards, draft and final survey questions, survey summary, stakeholder invite letter.



PHASE 4 – ANALYSIS

TASK 4.1 – POPULATION PROJECTIONS

Halff will develop population projections based on past population trends and review of existing forecasts from the County, MPO, ISDs, or other publicly available data sources. The population projections will be confirmed by the Client.

TASK 4.2 – LEVEL OF SERVICE ANALYSIS

Halff will assess the current and future Level of Service (LOS) for the park system. Using the parkland inventory established earlier in the planning process, a per capita figure for parkland acreage will be calculated to determine if the City is meeting LOS standards today and in the future. Halff will also utilize a proximity analysis to assess walkability and determine gaps in park service areas.

TASK 4.3 – DEMAND ASSESSMENT

Halff will determine major needs and themes communicated by the public through the public input process. This step will include an analysis of recreation and leisure trends in the area.

TASK 4.4 – RESOURCE ASSESSMENT

Halff will assess the potential resources available to the City to expand existing parks or acquire new parkland. Resources such as City-owned land, school properties, floodplains, easements, and undeveloped land will be reviewed to determine potential opportunities. Mend Collaborative to assess existing natural resource lands and potential acquisition of conservation lands.

TASK 4.5 – RECREATIONAL PROGRAMMING ASSESSMENT

Halff will assess how the Client's recreational programs align with community needs. As part of this analysis, Client staff will research and inventory both the City's programs, services, and facilities and conduct a web- and phone-based inventory of other organizations offering parks and recreation opportunities within the City or ETJ. The goal of this assessment is to help focus staff efforts in core program areas by analyzing:

- Age segment distribution
- Core program analysis and development
- Similar provider analysis/duplication of service
- Review of program development process
- Backstage support, or service systems and agency support needed to deliver excellent service

TASK 4.6 – TRAIL ASSESSMENT AND MAPPING

Halff will update the current 2020 Trail Plan by examining the planning level feasibility of the proposed connections based on changes in current development and improvement projects and identify any potential new connections through the public engagement process. Halff will verify and update GIS data of existing trails within the Dripping Springs city limits and create a new citywide map of existing and proposed trails and create individual maps for each park with existing or currently proposed trails.

Phase 4 Meeting Summary

- Possible staff review meeting.



Phase 4 Items Provided by Client

- Confirmation of population projections, detailed inventory of recreational programming and facilities, existing operations and maintenance protocol, agreements, contracts, and on-going measures.

Phase 4 Deliverables:

- Population projections, all other assessments and analysis to be incorporated into administrative draft plan.



PHASE 5 – DRAFT RECOMMENDATIONS

TASK 5.1 – VISION AND GOALS

Halff will establish a Mission Statement, Goals and Objectives, and a Vision Statement for the Parks & Community Services Department. In addition to these department specific goals, Halff will establish a vision statement, set of goals, or guiding principles for the Project with the assistance of Mend Collaborative. This includes summarizing early public engagement efforts to help develop broad aspirational statements that serve as a fundamental baseline for more specific plan concepts and recommendations.

TASK 5.2 – PARKS SYSTEM MAP

Halff will develop an overall park system recommendation map that is based on the findings from the needs assessments, community input, and coordination with future development plans.

TASK 5.3 – IMPLEMENTATION PLAN

Halff will consolidate the recommendations into a comprehensive work program, categorizing implementation actions based on types and responsible entities, including operational changes, capital investments, operational investments, regulations, and future studies. The actions will be organized into an implementation action plan that prioritizes actions in the near-, mid-, and long-term, specifying action types and responsible parties. Additionally, a summary of staffing needs, programs, and ordinances will be prepared, aligned with projected capital projects and stakeholder input. Finally, an implementation strategy will be finalized, encompassing funding sources, timeframes, and measurable benefits. The plan recommendations will also include target metrics for evaluating progress, developed in collaboration with the Client.

TASK 5.4 – COST ESTIMATES

Halff will provide order-of-magnitude cost estimates associated with recommendations for the study area. Planning level cost estimates will be provided where appropriate for future grant applications.

TASK 5.5 – PARK CONCEPT PLANS

Halff will prepare fully illustrated conceptual master plans for Arrowhead Park and Dripping Springs Ranch Park. The limits of work are limited to the parcels of land that the parks consist of: Arrowhead Park (13 acres) and Dripping Springs Ranch Park (110 acres).

Preliminary ideas for each park include (but are not limited to) the following:

- Arrowhead Park: unprogrammed open play space, and limited activities such as a walking trail, a pavilion/gazebo, and supporting parking of 4-5 spaces.
- Dripping Spring Ranch Park: relocating the outdoor arena for the front of the park, demonstration garden, outdoor classrooms, programming space for indoor activities, road/logistical issues, and more.

Preliminary conceptual master plans. Based on feedback received from stakeholder interviews and city staff, Halff will develop two (2) preliminary conceptual master plans for each park delineating the overall character and image of the parks. Halff will submit the preliminary conceptual master plans to the City for review and during a one-hour virtual meeting, discuss any comments City staff provides.

Draft final conceptual master plan. Based on feedback received from the preliminary conceptual master plans, Halff will develop one (1) final conceptual master plan for each park. Halff will review the preliminary concepts with City staff, and revise the concept based on feedback received during a one-



hour virtual meeting. Half will develop an opinion of probable construction costs (OPCC) for development of the park based on the final conceptual master plans.

TASK 5.6 – ADMINISTRATIVE DRAFT PLAN DEVELOPMENT

Half will prepare a draft plan document that concisely describes the planning process, participants, methodology and recommendations. The plan shall rely on charts, graphs, tables, maps, and graphic exhibits to communicate ideas and information.

Phase 5 Meeting Summary

- Possible staff review meeting.

Phase 5 Items Provided by Client

- Review/edits of administrative draft plan, review/edits of park concepts.

Phase 5 Deliverables:

- Parks & Community Services Department Mission Statement, Goals and Objectives, and Vision statement, and the administrative draft of Parks, Recreation, and Open Space Master Plan (including park system map, implementation table, cost estimates, and park concept plans).



PHASE 6 – FINAL PLAN AND ADOPTION

TASK 6.1 – FINAL PLAN

Halff shall consolidate all staff and committee comments into a final draft of the plan report. The final plan shall include a 2-page executive summary.

TASK 6.2 – ADOPTION PLAN DOCUMENT & ADOPTION MEETINGS

After staff has approved the final plan document, approval of the plans by the Parks and Recreation Commission and City Council will be led by City staff with Halff available and present at both meetings to provide support. Any revisions from Halff needed during or after the adoption meetings will result in additional fees.

TASK 6.3 – FUNDING RESOURCES

Halff will provide a comprehensive list of all available funding resources available to City of Dripping Springs for parks and recreation related projects.

TASK 6.4 – PROJECT CLOSE-OUT AND TRANSMITTAL

Halff will provide electronic versions of all original files prepared by Halff related to preparation of the plan, including photo inventory, presentations, GIS shapefiles, and other graphic and document original files.

Phase 6 Meeting Summary

- Two final plan adoption meetings, one at City Council and one at Parks and Recreation Commission.

Phase 6 Items Provided by Client

- Presentation of final plan to City Council and Parks and Recreation Commission.

Phase 6 Deliverables:

- Final plan report, assistance with presentation of final plan, project close-out items.



ATTACHMENT B

BASIS OF COMPENSATION

BASIC SERVICES – FEE SUMMARY

Planning services as described in Exhibit A will be provided by Halff on a lump sum basis, with an authorized lump sum contract fee of **\$225,000** for the Dripping Springs Parks, Recreation, and Open Space Master Plan. The lump sum fee includes compensation for document copying, printing, mileage and associated expenses necessary for the planning effort. Fees for services will be invoiced monthly, based on the percentage of work completed.

	Halff	ETC	Mend Collaborative	Total
Phase 1: Initiation and Administration	\$18,640	\$0	\$2,290	\$20,930
Phase 2: Existing Conditions	\$15,840	\$0	\$5,910	\$21,750
Phase 3: Community Engagement	\$32,400	\$13,500	\$11,000	\$56,900
Phase 4: Analysis	\$50,845	\$0	\$1,435	\$52,280
Phase 5: Draft Recommendations	\$50,420	\$0	\$6,080	\$56,500
Phase 6: Final Plan and Adoption	\$12,340	\$0	\$1,200	\$13,540
Supplies, materials, and travel expenses	\$1,500	\$0	\$1,600	\$3,100
Total	\$181,985	\$13,500	\$29,515	\$225,000

ADDITIONAL SERVICES AND MEETINGS

During the course or at the conclusion of the Project, the Client may deem it necessary to schedule more meetings, request further research, or otherwise engage Halff in additional work efforts or subsequent phases not anticipated at project initiation or as set out in Attachment A, Scope of Services. Any such additional services shall be specifically authorized by the City Council, as appropriate, and documented through a written amendment to the Professional Services Agreement and this Attachment A, Scope of Services, or set out as follow up additional phase services. This will include a corresponding modification to the maximum not-to-exceed amount set out in Attachment B, Basis of Compensation, and, if necessary, the time of performance as set out in Attachment D, Project Schedule. Additional printing or publication expenses will be charged in accordance with Attachment B, Basis of Compensation. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the Scope of Services. Should the need arise for additional services, including meetings, Halff can provide such services on an hourly basis and/or agreed upon fee.



ADDITIONAL SERVICES

TASK X.X – NATURAL RESOURCE MANAGEMENT PLAN

Production of a Natural Resources Management plan that will set forth a long-term plan to protect and restore the City's natural areas. This plan would provide an assessment of the City's existing natural resources and provide recommendations for protecting and preserving native habitat, maintaining water quality, supporting ecotourism, and balancing recreation with conservation of natural resources. Land management recommendations will also be created. This plan would also develop a framework for encouraging community stewardship of natural resources in the City of Dripping Springs.

Option 1: Natural Resources Management Plan (Occurring in parallel with the Dripping Springs Parks, Recreation, And Open Space Master Plan)

- Natural Resources Existing Conditions Assessment & Analysis: \$12,000
 - The above assumes that the existing conditions developed for the Vision Plan for Rathgeber Natural Resource Park will be used primarily for the assessment of the property
- Natural Resources Management Plan: \$10,000

Option 2: Natural Resources Management Plan (Occurring after the Dripping Springs Parks, Recreation, And Open Space Master Plan)

- Natural Resources Existing Conditions Assessment & Analysis: \$20,000
 - The above assumes that the existing conditions developed for the Vision Plan for Rathgeber Natural Resource Park will be used primarily for the assessment of the property
- Natural Resources Management Plan: \$13,000

There are cost savings with developing the Natural Resources Management Plan in parallel with the Dripping Springs Parks, Recreation, And Open Space Master Plan. This includes:

- *Sharing the mobilization and project understanding costs,*
- *Efficiencies with GIS digital materials and map making in collaboration with Halff (such as a shared dataset and basemaps),*
- *Parallel site assessments with Halff staff (this will allow us to have one staff member for some of the natural resources assessments),*
- *Report template efficiencies shared with Halff, and*
- *The potential to wrap natural resources engagement questions into the public outreach.*

Dripping Springs can choose to do the natural resources existing conditions assessment and wait to finalize the Natural Resources Plan at a later time if desired. We anticipate needing meetings with City departments and rounds of edits and feedback from stakeholders to finalize.

TASK X.X – OPERATIONS & MAINTENANCE ASSESSMENT (\$15,000-\$25,000)

Halff can review maintenance protocols for parks, open spaces, and trails for appropriateness, efficiency, and sustainability. The assessment would identify recommendations for routine and preventative



maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment management. Halff would also perform an analysis of the current practices of the City to evaluate its operational situation. This analysis would identify future City organization and staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication opportunities. This review would include comparison of current policies with national standards of best practice agencies.

TASK X.X – PARKLAND DEDICATION ORDINANCE (\$10,000-\$25,000)

Halff can update or provide an assessment of the parkland dedication ordinance to ensure and realize viable recreation and open space opportunities in the City. This could include a review of the existing city ordinance and ordinances related to the development of park facilities, open space, trails and landscape treatments, peer cities comparisons, and recommend modifications or additions. Halff can also develop standards for recommendations based upon anticipated growth and future city needs for the acquisition and development of park land, future park development and anticipated costs, open space preservation and trail development. Cost estimate varies depending on assessment vs ordinance writing, level of community engagement desired, inclusion of trail dedication, park development fee assessment, etc.

TASK X.X – GRANTS FUNDING STRATEGY (\$8,000)

Halff can review and identify best potential project candidates for multiple grant programs and provide a tailored strategy for potential grant application development based on the Parks, Recreation, and Open Space Master Plan. Halff will produce a brief Technical Memorandum categorizing projects for potential funding opportunities including project prioritization based on competitiveness, required match, and other related factors. Halff will meet with City staff to review technical memorandum and gather City feedback/concurrence regarding project prioritization and potential grant pursuits.

TASK X.X – PUBLISHING (\$300-\$3,000)

Halff can produce a high-resolution, full-color digital (PDF format) original of the plan report and/or executive summary for use in immediate printing as part of this contract, as well as future printing and digital publication by the City. Cost of service depends on number of copies, type of binding, and length of documents being printed.



ATTACHMENT C CLIENT SUPPORT

The Client will provide administrative and technical support to assist Halff in performing the Scope of Services described in Attachment A. The support to be provided by the Client Type will include the following types of services and tasks:

- The Client will appoint a contact person, "Project Administrator," to work with Halff to act as an intermediary between staff, elected and appointed officials, committees, non-project consultants and other governmental jurisdictions and agencies as required. Halff will take direction from the Client's Project Administrator or City Manager only.
- It is the responsibility of the Client's Project Administrator to coordinate, compile, and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables.
- The Client will provide information from all previous planning studies and master plans that may influence the outcome of this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the Client will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the Project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to Halff is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.
- The Client will provide Halff with the most recently updated digital base map of the planning area with City/County limit and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles.
 - Because of the graphic nature of the planning deliverables, draft and final reports will be prepared in GIS and Adobe InDesign format (INDD). Base mapping, graphics, and report documents will be prepared in GIS, INDD, and PDF formats suitable for distribution electronically.
 - Any conceptual design/development ideas generated as part of the planning process are understood to be at a pre-concept development stage and will require further refinement via plans and specifications developed through separate design and construction processes.
 - Cost projections prepared as part of this effort, if applicable, are understood to be at a planning (order-of-magnitude) level and are prepared prior to any detailed design for individual projects.
 - Such cost projections will vary as more detailed design occurs and as inflationary influences occur following plan adoption.
 - It is the intent that multiple meetings will be scheduled on concurrent days and evenings for greater project efficiency.
 - Any additional meetings beyond those shown in the Scope of Services will be considered an additional service and are not included in this Scope of Services.



ATTACHMENT D PROJECT SCHEDULE

Halff expects to perform the base services outlined in Exhibit 'A' within 12 calendar months from the date of the notice to proceed, pending further discussion with staff regarding appropriate timing and pace. Following staff confirmation of schedule during the Project Initiation Phase, schedule adjustments to meet specific City needs can be developed in conjunction with City staff if deemed necessary. As each effort is initiated, a more detail schedule will be developed.

APPENDIX “B”



**City of Dripping Springs, Texas
 Parks, Recreation, & Open Space Master Plan
 Request for Qualifications**

The City of Dripping Springs is seeking qualifications from professional landscape architect/engineering and technical service firms with experience in the parks and recreation industry to provide a comprehensive Parks, Recreation, and Open Space Master Plan.

The Applicant awarded the contract is referred to herein as “the Consultant.”

Sealed Statements of Qualifications marked “City of Dripping Springs Parks, Recreation, and Open Space Master Plan” must be submitted in one (1) original, five (5) copies, and one (1) electronic copy (in PDF format) by email and shall be delivered to:

**City of Dripping Springs, Texas
 Attn: Andrew Binz, Parks and Community Services Director
 511 Mercer Street or P.O. Box 384
 Dripping Springs, Texas 78620**

The sealed STATEMENTS must be in a standard statement of qualifications format, and each statement must include a response to each item in the RFQ in the order given.

Qualifications are due on **April 23, 2024, at 3 p.m.** RFQs will be opened by City Staff at that time. Submittals will become public, as required by the Public Information Act, after the contract is awarded and executed. This Request for Qualifications includes the proposed contract terms/conditions, and a detailed scope-of-work.

If additional information is requested, please email questions to Andrew Binz, Parks and Community Services Director, at abinz@cityofdrippingsprings.com with “**City of Dripping Springs Parks, Recreation, and Open Space Master Plan**” in the subject line. RFQs may be viewed online at the City’s website at www.cityofdrippingsprings.com/requestforbids.

THE DEADLINE FOR SUBMITTING STATEMENTS OF QUALIFICATIONS
IS April 23, 2024.

Please clearly mark the outside of your sealed envelope as “Statement of Qualifications for Parks, Recreation, and Open Space Master Plan RFQ.” **STATEMENTS OF QUALIFICATIONS MAY NOT BE FAXED.** Statements of Qualifications received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Dripping Springs is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any submittal in the City Hall shall be the official time of receipt.

The Statement of Qualifications filed with the City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud; and shall thereafter remain on file with the City.

Schedule of Events:

The following Schedule of Events represents the estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Request for Qualifications	February 8, 2024
RSVP for Optional Pre-Submittal Conference Due	March 6, 2024
Optional Pre-Submittal Conference*	March 26, 2024
Last Day for Applicants to Submit Written Questions	April 5, 2024
Answers Provided	April 16, 2024
Statement of Qualifications Due Date	April 23, 2024

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendments (answers/addenda) to this solicitation will be sent by email to interested parties who have contacted the Parks and Community Services Director and requested a copy of this RFQ.

*Attendance of the pre-submittal meeting is not mandatory; however, it is highly recommended as the preferred method of asking questions and receiving information.

REQUEST FOR QUALIFICATIONS – PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

Community and Project Background:

Dripping Springs is a thriving and growing city in northern Hays County just west of Austin. The current population is 7,057 within the city limits (July 2022 estimate). With beautiful open spaces and friendly faces, we are your first adventure into the Texas Hill Country. We are one of the fastest growing cities in Texas, yet we maintain that wonderful Texas friendliness and small-town community feel that continues to draw visitors, residents, and businesses. We are rich with history that is wonderfully combined with amazing parks, recreation, shopping, live music, craft breweries, wineries, and more. We were the first city in Texas – and the sixth one in the world – to be designated as an International Dark Sky Community, a unique distinction we work diligently to maintain. Along with our beautiful night skies, other distinctions include being the Wedding Capital of Texas, and a Film-friendly and Music-friendly community. In February of 2022, Dripping Springs was also designated as a Bird City Texas community. All of this combines to make Dripping Springs one of the best places to live, work, and play in Texas.

Parks & Community Services:

The City of Dripping Springs created the Parks & Community Services Department (PCS) to foster community by preserving parks and open spaces, to connect people with our rich natural resources and cultural history, and to offer engaging programs and events.

With more than 570 acres of parkland that serves approximately 25,000 residents in Dripping Springs and its surrounding communities, PCS oversees parks, facilities, events, and activities. The park system includes the premier 110-acre Dripping Springs Ranch Park and Event Center, the historic 33-acre Founders Memorial Park, the 65-acre Charro Ranch Park, and the 40-acre Dripping Springs Sports and Recreation Park. Along with the recently added 300-acre Rathgeber Natural Resource area, PCS currently maintains more than ten miles of trails for hikers, cyclists, and horseback riders. The system features athletic fields, volleyball, and basketball courts, play structures, primitive camping, and the Founders Memorial Park Pool. In the summer of 2024, a 9,000 square foot skatepark will be added to Founders Memorial Park. Both Dripping Springs Ranch Park and Charro Ranch Park feature bird blinds and education about native flora and fauna to foster nature immersion.

PCS events include Rodeos and Equestrian Events, Western Wonderland Ice Skating, Merchant Conventions and Shows, Christmas on Mercer, and the Founders Day Festival that celebrates the rich history of Dripping Springs. Activities include Coyote Kids day camp, Tween Scene, Skate Night, Star Parties, Family Campouts, and Movie Nights, as well as a variety of educational activities, and the weekly Farmers Market has been named best-in-Texas in three of the last six years.

Goals:

The City of Dripping Springs Parks & Community Services Department is soliciting professional consulting services in the creation of an updated, 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 development of shared programming and educational opportunities and identify new and expanded locations for providing services in partnership with the educational community and the arts community. The plan will align new investments with a strong community-driven mission and vision that integrates Dripping Springs’ strong pursuit of parks, recreation, the arts, and environmental education.

The Parks, Recreation, and Open Space Master Plan should be developed under working knowledge of several other plans completed within the city, including:

- 2011 Charro Ranch Park Master Plan;
- 2014 Parks, Recreation, and Open Space Master Plan;
- 2016 Dripping Springs Comprehensive Master Plan;
- 2017 Dripping Springs Ranch Park Master Plan;
- 2018 Founders Memorial Park Master Plan;
- 2020 City Wide Trail Plan;
- 2021 Transportation Master Plan; and
- 2024 Dripping Springs Comprehensive Master Plan Draft– Reimagine Dripping Springs Initiative.

Scope of Services:

- Integrate Commission for Accreditation of Park and Recreation Agencies (CAPRA) objectives, methods, and standards into the Master Plan where applicable, and make recommendations on actions with the goal of achieving CAPRA certification.
- Conduct a community-wide (City and ETJ), quality-based, and statistically valid survey to gather information from a valid representative random sample of the community.
 - Conduct a minimum of 10 focus group interviews.
 - Facilitate 5 outreach/pop-up sessions with residents.
- Establish a Mission Statement, Goals and Objectives, and a Vision Statement for the Parks & Community Services Department.

- Compile an inventory of existing City of Dripping Springs parks, facilities, recreational programs, services, and amenities.
 - Compile an inventory of existing park and recreation facilities, programs, and services within the service area provided by the DSISD and other alternative public, private, and non-profit providers.
 - Provide a comparative analysis of similar communities.
- Provide a Needs Assessment based on the inventory, analysis, and the community's desires and needs.
 - Provide and prioritize a comprehensive list of improvement, expansion, or replacement projects for existing park and recreation sites.
- Provide a Recreation and Leisure Trends analysis.
- Provide a Strategic Plan to support the goals and objectives, priorities and initiatives of the Parks & Community Services Department and implement the Parks, Recreation, and Open Space Master Plan.
 - The Strategic Plan should include the following:
 - Cost recovery models for park amenities, buildings, facilities, and recreational programs.
 - Identify new and long-term funding sources.
- Review and provide recommendations for the acquisition of lands for park, recreation, conservation, and historical-cultural purposes.
 - Review and provide recommendations on the Parkland Dedication and Development Ordinance including a comparison of fees with similar cities.
 - Identify potentially available land for acquisition based on the 2024 Comprehensive Master Plan.
- Provide Level of Service Standards for the provision of land, facilities, and services within the City of Dripping Springs.
 - Examples include but are not limited to:
 - Number of facilities per resident;
 - Facilities available within a designated travel distance and travel time;
 - Percent of population that have a park within a 10 – minute walk; and
 - Percent of parkland connected to the trail network.

Add Alternatives:

- Provide Parks Maintenance and Operations Management Standards.
 - Define appropriate maintenance levels for park amenities such as athletic fields/courts, skatepark, aquatic facility, playgrounds, and open space.
 - Maintenance equipment life cycle analysis and replacement schedules.
 - Staffing levels.
 - Financial Analysis.

- Provide a One Page Master Plan and Conceptual Plans for the following parks:
 - Founders Memorial Park;
 - Dripping Springs Sports & Recreation Park;
 - Dripping Springs Ranch Park; and
 - Arrowhead Ranch Park.
- Update Trails Maps and Provide a Cohesive Design for the following parks.
 - Charro Ranch Park;
 - Dripping Springs Ranch Park;
 - Dripping Springs Sports & Recreation Park; and
 - Founders Memorial Park.
- Provide a Natural Resource Management Plan
 - Create environmental protection procedures for the following:
 - Erosion Control;
 - Wildlife and Habitat Preservation; and
 - Protection of water supply reservoirs and water recharge areas.
 - Update or provide Tree Surveys of all park properties.
 - Incorporate Bird City and Dark Sky Community requirements.
- Historical & Cultural Resource Management Plan
 - Provide an inventory of historical and cultural resources and how they will be managed.

Submission Requirements:

Statement of Qualifications should include a concise description of all project experiences as they relate to the scope of services outlined above and must clearly exhibit the consultant's expertise and success in developing Master Plans for municipalities with size and demographics similar to Dripping Springs. The following are specific requirements for the submittal, but additional relevant information may be submitted for consideration.

1. Brief overview of the firm, including number of technical and support staff.
2. List of master plans completed over the past 5 years that are similar to the proposed project.
3. Identify the key project management personnel, their roles and responsibilities for this project, qualifications, and experience (resumes).
4. Identify any outside consultants to be used and provide the information requested in item #3 for anyone who would be contracted to assist with this project.
5. Describe your firm's process, planning methodology, and approach for the project and how it will accomplish the scope of services requested. Include a proposed timetable in calendar days for each phase of the project and total time for completion.

- 6. Describe your knowledge of, and experiences with, the City of Dripping Springs, including previous work completed and understanding of current needs and challenges related to quality-of-life issues in the community.
- 7. Describe any additional experience, philosophy, approach, or awards received that would demonstrate your firm’s unique ability to perform the work requested. Specialties and strengths of your firm should be emphasized along with a statement of why your firm should be selected.
- 8. Submit a statement of the firm’s current combined insurance coverage.
- 9. Submit 5 bound copies and one electronic copy of your proposal.

The qualifications will be reviewed by staff to ensure all criteria have been met.

Selection Criteria:

Candidates will be reviewed and possibly interviewed by members of the City Council, Parks & Recreation Commission, and staff. Selected firms will advance for a final presentation and interview with members from City Council, Parks and Recreation Commission, and staff.

The selection will be based on the evaluation of the Statement of Qualifications submitted, and the interviews, if they are held. The City will evaluate the submitted Statements of Qualifications and interviews based on, but not limited to, the following criteria, with the maximum possible points allowed for each.

The City will follow Federal and State law including Chapters 171 and 176 of the Texas Local Government Code and Article 2.02 of the City of Dripping Springs Code of Ordinances.

Each Qualification will be evaluated using the following criteria:

- Experience and credentials of firm and project team. (25 Points)
- Demonstrated successful completion of similar projects. (25 Points)
- Quality of qualifications and overall project understanding and approach. (20 Points)
- Knowledge of Dripping Springs’ current needs and challenges. (15 Points)
- Completeness of the information provided. (15 Points)

Total: 100 Points

General Requirements:

- A. Independent Consultant or Consultants

The selected Consultant or Consultants shall not be an employee or officer of the City. The Consultant will act as an independent contractor and acquire no rights or benefits offered to employees of the City, its departments, or agencies.

- B. General Liability Insurance/Professional Liability – See attached “City of Dripping Springs Contractor Insurance Requirements.”
- C. Conflict of Interest Affidavit as required by Chapter 176.
- D. Certificate of Interested Parties (1295) as required by Section 2252.908 of the Texas Government Code.

Proposal Submittal Deadline and Selection Process:

- A. The deadline for submission is April 23, 2024, at 3:00 p.m., and must be received at the City of Dripping Springs City Hall (511 Mercer St.). Qualifications should be delivered and be in a sealed envelope or box marked “Parks, Recreation, and Open Space Master Plan RFQ”.

STATEMENTS OF QUALIFICATIONS RECEIVED AFTER 3:00 P.M. WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. NO EXCEPTIONS.

- B. One (1) Original and five (5) copies and one (1) electronic copy (in PDF format) emailed, of the Statement of Qualifications are required.
- C. Applicants are encouraged to verify that the City of Dripping Springs agency contact, the Director of Parks and Community Services, has received Qualifications. Any Qualifications received after the deadline will not be accepted.
- D. Opening of Statements of Qualifications will begin at 3:10 p.m. at Dripping Springs City Hall.

Award:

1. The City reserves the right to reject any or all Applicants.
2. After evaluations are complete, the City will rank the Applicants by total score, with the highest total score reflecting the best and most qualified Applicant. The City will enter into negotiations for compensation and other relevant issues with the Applicant deemed the best and most qualified.
3. In the event the City is unable to negotiate a mutually acceptable contract with the selected Applicant, it reserves the right to terminate negotiations with the first choice and enter into

Request for Qualifications
Parks, Recreation, and Open Space Master Plan

Page 8 of 10
February 8, 2024

negotiations with the following choice, and so on until the City enters into a Contract with a qualified firm.

Written Agreement:

The chosen Consultant will be required to negotiate a written agreement with the City.

Omissions & Questions:

Should this solicitation fail to contain sufficient information in order for interested Applicants to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested Applicant may in writing request clarification from the Director of Parks and Community Services no later than 10:00 am on April 5, 2024. The interested Applicant shall email a copy of the written clarification request to the Director of Parks and Community Services Andrew Binz, abinz@cityofdrippingsprings.com. Questions and answers of a substantial nature will be addressed in an addendum, posted on the City’s website for all interested parties.

Pre-Submittal Conference*:

Date: Tuesday, March 26, 2024
Time: 1:00 p.m.
Location: City of Dripping Springs City Hall
511 Mercer St.
Dripping Springs, TX 78620

*Attendance of the pre-submittal meeting is not mandatory; however, it is highly recommended as the preferred method of asking questions and receiving information.

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

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

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

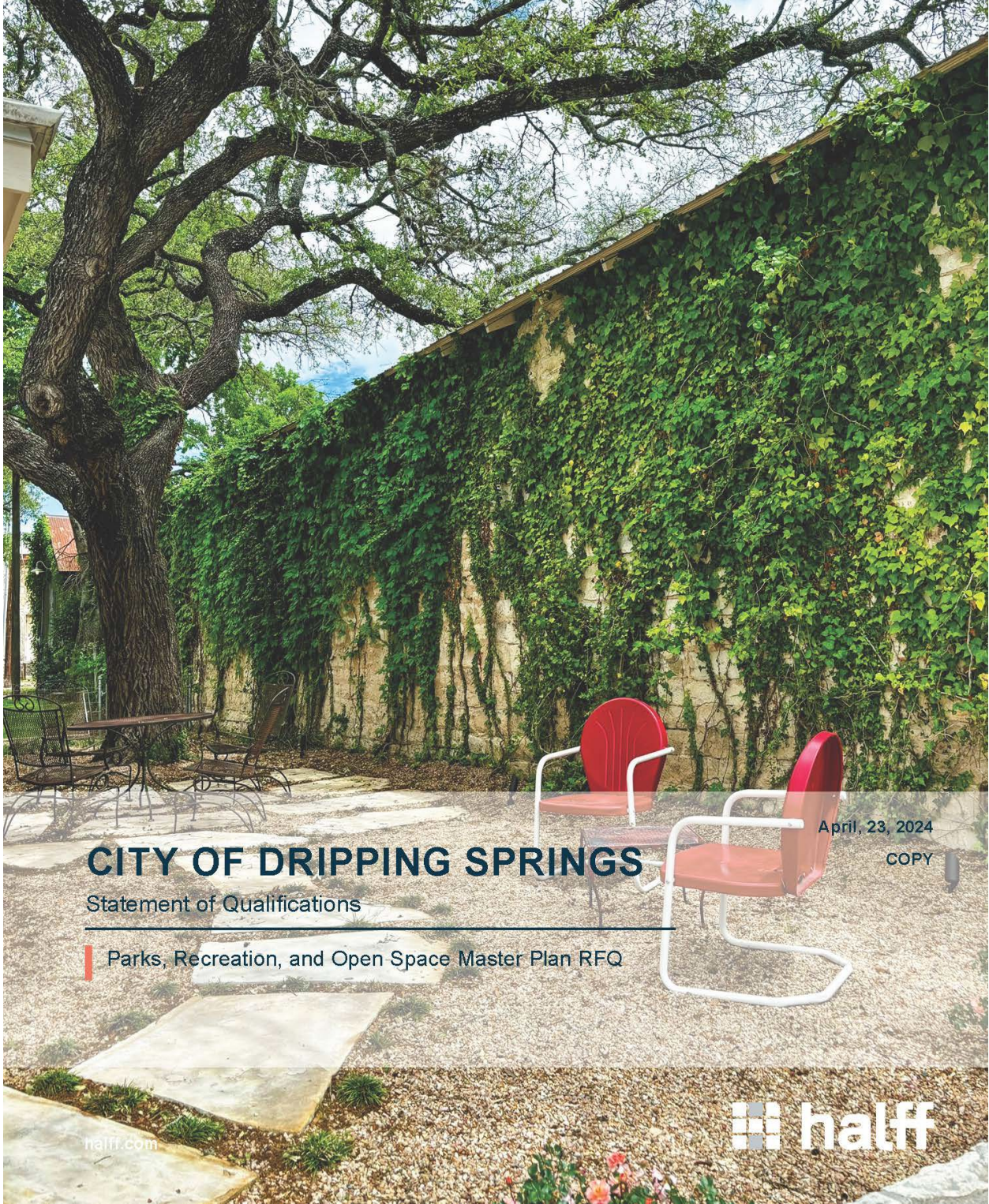
Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

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

Type of Contract and Amount of Insurance:

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

APPENDIX “C”



CITY OF DRIPPING SPRINGS

Statement of Qualifications

Parks, Recreation, and Open Space Master Plan RFQ

April, 23, 2024

COPY

halff.com





April 23, 2024

Andrew Binz, Parks and Community Services Director
City of Dripping Springs
511 Mercer Street / P.O. Box 384
Dripping Springs, Texas 78620

RE: Request for Qualifications for Parks, Recreation, & Open Space Master Plan

Dear Mr. Binz and Members of the Evaluation Committee:

We are inspired by Dripping Springs' dedication to being an inviting destination for residents and visitors alike, offering exceptional parks, recreation and open spaces that reflect the character and values of this extraordinary community. Our team is well-equipped to craft a parks master plan that not only serves as a strategic roadmap for coordinated park growth and connectivity but also enhances the efficiency of operations and maintenance for Parks & Community Services and strengthens the beautiful Hill Country ecosystem. Our approach for Dripping Springs is focused on the four core elements of **Explore, Engage, Envision and Execute**.

Explore. Our approach to this plan starts with getting to know the park system, staff, and key issues. We will evaluate current conditions and offer a fresh perspective on potential opportunities and solutions. During exploration, we will begin to identify realistic strategies that will enhance and grow the parks system in the context of the community's vision.

Engage. This plan must reflect the desires of the citizens of Dripping Springs. We will foster meaningful connections by actively listening and collaborating with residents and leaders to understand their diverse perspectives, needs and aspirations. Together with our partners, **ETC Institute and Mend Collaborative**, we will develop a dynamic and inclusive process that values dialogue, participation, and partnership, making sure the community's voice becomes an integral part of decision-making and planning.

Envision. We believe in creating great parks and recreation systems which enhance human interaction and environmental health. This value is reflected in the diverse expertise of our team which encompasses backgrounds and experience in planning, park design and environmental preservation. Together with Mend Collaborative, we bring a unique perspective to park system planning which enables us to incorporate guidance on CAPRA accreditation as well as Dark Skies and Bird City initiatives to build a great park system which reflects the values of Dripping Springs.

Execute. As planners and designers, we seek to create guiding documents that are as visionary as they are feasible. Members of our team are former municipal park planners and managers who understand what it takes to program, operate and manage a park or nature preserve. All of our park system plans include a detailed, phased implementation action plan for proposed capital improvements combined with strategies for funding, programming recommendations and sustainable operations and maintenance to serve as a guide for the City moving forward.

We are excited about the possibility of partnering with the City of Dripping Springs to shape the future of its parks, recreation and open spaces. We look forward to the opportunity to discuss our experiences and approach to this plan with you in further detail.

Sincerely,

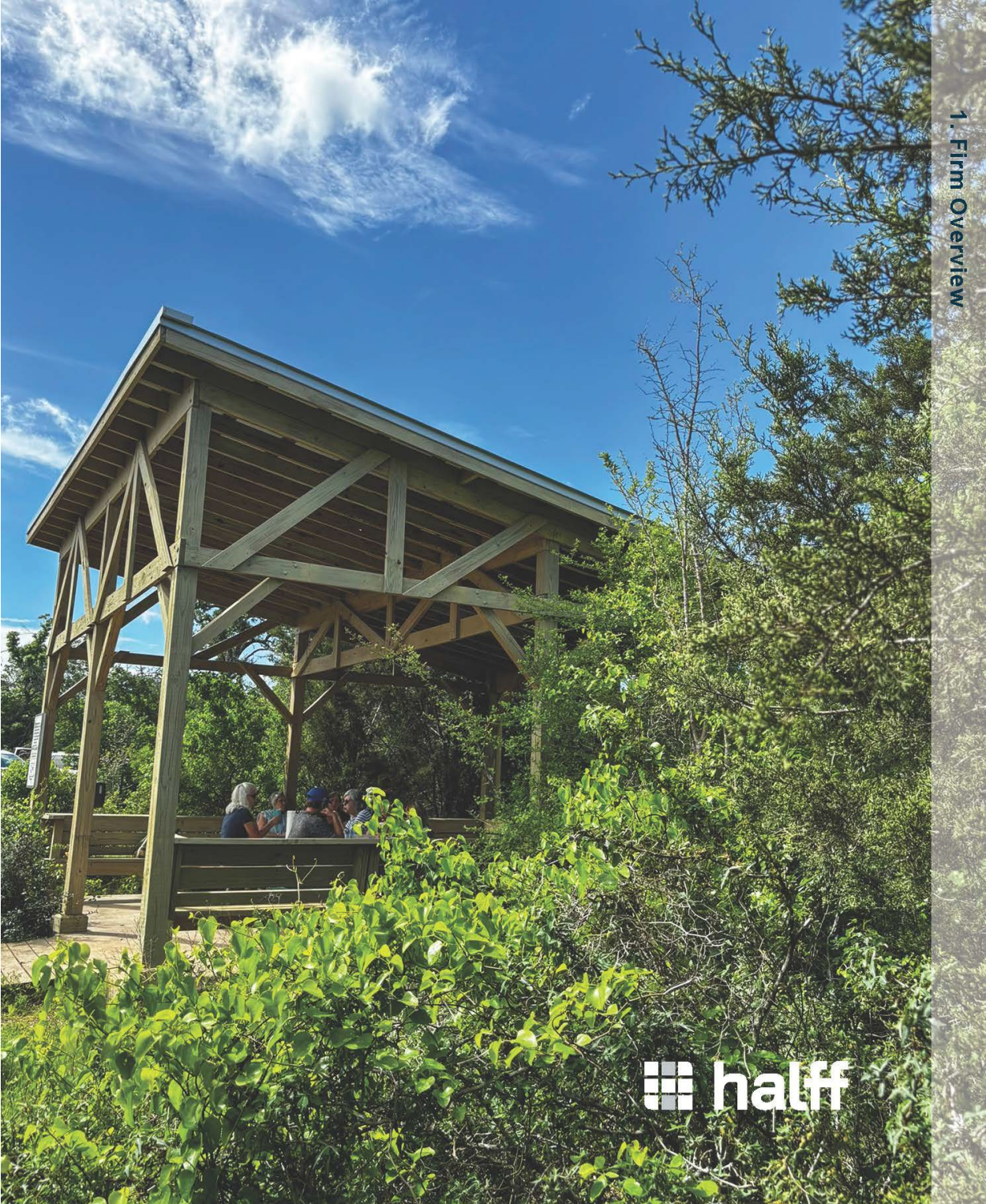
Nathlie Booth, AICP | Project Manager
nbooth@halff.com | 737.270.8703

Jordan Maddox, AICP | Principal-in-Charge
jmaddox@halff.com | 512.777.4616



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1. Firm Overview



1. Firm Overview

FIRM PROFILE

Halff is an employee-owned Texas corporation founded in 1950 by Albert H. Halff, PhD-Eng., PE. As one of the nation's leading planning, landscape architecture and engineering consulting firms, we preserve Dr. Halff's legacy of integrity, dedication to client service and commitment to quality.

Firmwide, Halff has more than 1,500 employees, including 85 Planning and Landscape Architecture professionals across our offices. We have completed similar park and recreation system master plans for more than 100 communities. Our passion is providing smarter solutions with a distinctly human touch for everyone we serve.

We have in-house resources to support our efforts in multiple disciplines, including resilience, funding resources, engineers, hydrologists and environmental specialists. Each of the disciplines bring extensive experience working on parks master plans and park development projects and can provide behind-the-scenes technical knowledge to make our plans and designs not only visionary, but realistic and achievable.

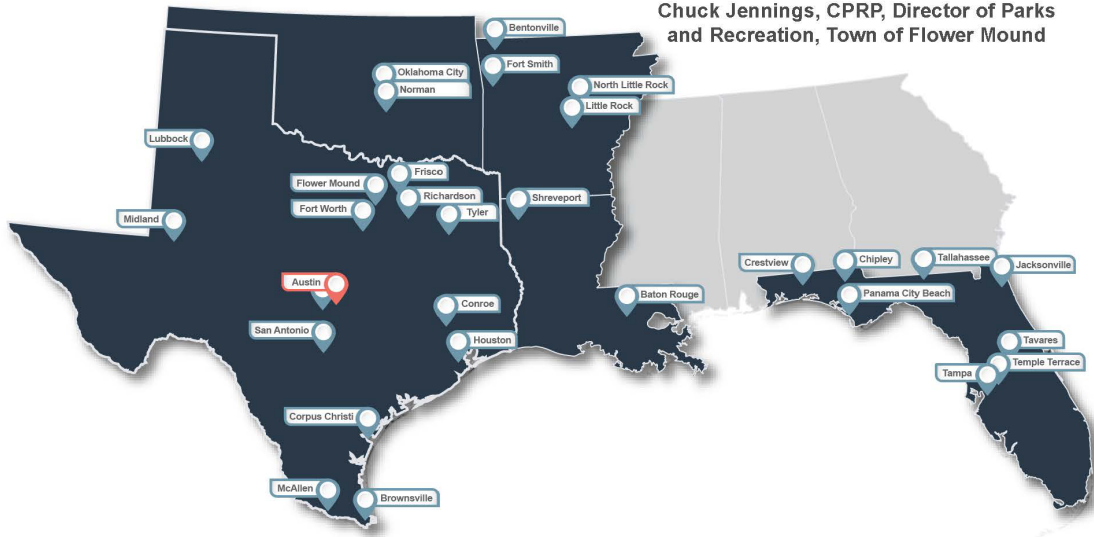
AREAS OF SPECIALIZATION

Halff is a unique regional consulting firm that has provided full-service planning, engineering and related services for decades. Halff's areas of expertise include the following:

- Planning
- Landscape Architecture
- Civil engineering
- Construction services
- Energy
- Environmental
- Federal
- Grant writing
- Intelligent transportation systems
- Land development
- MEP engineering
- Public works
- Right of Way
- SUE/Utility coordination
- Surveying
- Transportation
- Visualization
- Water resources
- Water utilities

“**Thank you all for your dedication and hard work over the past 17 months. We crossed the finish line last night and it feels good to have a comprehensive trails and bikeways master plan to help guide us for the next 10 years. We look forward to working with Halff in the future on grant submissions and further developing our trails system!**”

Chuck Jennings, CPRP, Director of Parks and Recreation, Town of Flower Mound





Balcones Hike & Bike Trail, Cedar Hill, TX

Planning and Landscape Architecture

Half's Planning and Landscape Architecture Practice possesses 30+ years of experience master planning and designing parks, recreational facilities, sports complexes and trails. Our master planning team will use this wealth of past experience to craft a park, recreation and open space master plan that is unique to the City of Dripping Springs.

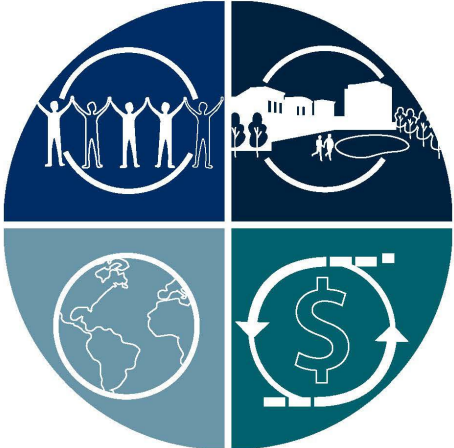
Beyond planning and design, we assist our clients with focusing on implementation, through drafting land development incentives and regulations, design guidelines and covenants, capital improvement programs and funding applications. From project initiation and scoping through planning and implementation, Half provides a full range of services geared to addressing the challenges and opportunities facing your community.

Additionally, Half has extensive knowledge in grant writing and success in completing TPWD approved master plans. We can assist the City with applying for grants to receive funding for proposed projects. Half has successfully written and received more than \$100M in grants and donations for clients in the past 10 years.

Half is committed to shaping and revitalizing communities and generating economic growth through creative, sustainable and implementable planning solutions. **Our plans provide visionary guidance for the community's future and a clear roadmap of implementable actions.** By weaving together culture, identity and space, Half's planning and landscape architecture professionals continue the firm's community planning legacy that began three decades ago.

PEOPLE
We transform the lives of the people we serve. Our ideas serve the people who use them through an informed understanding of their needs and desires for moving forward.

PLANET
We are stewards of our environment. Our ideas preserve and conserve our most valued assets and focus on creating sustainable and resilient outcomes.



PLACE
Our legacy is embodied in the places we bring to life. Our ideas create inspiring and usable places which foster strong, lasting connections for the people who use them.

PROSPERITY
We understand that an enduring future must also be fiscally sustaining. Our ideas embrace the difficult decisions necessary to create opportunities to grow and create lasting value.

**OUR CORE VALUE PILLARS:
PEOPLE, PLACE, PLANET, AND PROSPERITY**



2. Master Plan Experience



2. Master Plan Experience

The matrix below includes a snapshot of park, recreation, open space master plans and trails master plans developed by many of the same team members who will be working for Dripping Springs throughout the planning process. This matrix illustrates Half's level of experience in strategic park, recreation and trail master planning efforts. The majority of these plans have led to successful funding, bond programs, increased focus on cost recovery and staffing needs and successful partnerships. Half's park system master plans have a strong record of successful implementation.

RELEVANT PLANNING EXPERIENCE	PROCESS UTILIZED													
	Online & Social Media	Citywide Opinion Surveys	Open Houses/Design Charrettes	Meets TPWD Reqs. & Accepted	Trails/Bikeway Planning	Open Space Planning	Park Concepts	Grant Assessment	Parkland Dedication Ordinance	Recreation/Sports Facility Planning	Placemaking & Branding	Implementation Action Plan/Policy Action Plan	O&M Considerations	Received Bonds, CIP, Grants
2024 Lake Park Master Plan, Lewisville														
2024 Whitehouse Parks, Recreation, Trails Master Plan														
2024 Fredericksburg Parks Plan														
2024 Buda Trails Plan														
2023 San Marcos Natural Areas Land Management Plan														
2023 Port Aransas Park Plan														
2022 Denton Parks & Trails System Master Plan														
2022 Lawton Parks Plan														
2023 Plano Parks & Trails MP														
2022 Denison Parks and Trails Master Plan														
2022 Sherman Trails Master Plan														
2022 Victoria Parks Master Plan														
2022 Corpus Christi Parks Master Plan														
2022 Brownwood Parks Plan														
2021 El Paso County Parks Plan														
2021 Killeen Parks Plan														
2021 Laredo Parks Plan														
2021 Buda Parks Plan														
2021 Baytown Parks Plan														

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[Pages 6 to 12 of Statement of Qualifications Intentionally Omitted]



3. Key Management Personnel



3. Key Project Management Personnel

ORGANIZATIONAL CHART

Halff has assembled a planning team comprised of professionals with experience in every aspect of park, open space, recreation and trail planning and design. Our core group of highly experienced professionals who will be with you throughout a park system master planning effort from beginning to end. The team members assigned are extremely well qualified in the area of park and open space system planning, trail planning and public involvement.

PROJECT LEADERSHIP

Halff's designated project leadership team for the Dripping Spring's Parks, Recreation and Open Space Master Plan will consist of Nathalie Booth, Jordan Maddox and Kari Biddix. Project Manager Nathalie will be responsible for managing the entire project and overseeing the preparation of the master plan. Jordan will allocate firm resources, perform in-house reviews for quality control, and coordinate quality assurance review scheduling. Kari will apply her knowledge from municipal park planning and landscape design experience to enhance operations and maintenance guidance for the park system.



Project Manager
Nathalie Booth, AICP



Operations & Maintenance
Kari Biddix, PLA, LI, CPRP



Principal-in-Charge
Jordan Maddox, AICP

PROJECT TEAM

The professionals shown below will provide support and technical expertise to the Leadership Team for this master plan. We have assembled a select team of experts in public engagement, environmental resiliency and management, landscape architecture, and funding opportunities. The key professionals identified below will solicit stakeholder and public input, provide ecological assessment and recommendations, and identify potential funding resources.



Senior Technical Advisor
Ylda Capriccioso, AICP



Landscape Architect
Aaron Cooper, PLA, LI, CLARB



Planning and Public Engagement
Whitney Linder, AICP-C



Funding Resources
Lindsay McClune, MPH



Resilience
Melissa Beaudry



Conservation and Natural Resources
Kari Spiegelhalter, PLA (Mend)



Conservation and Natural Resources
Michelle Bright, SITES AP (Mend)



Statistically Valid Survey
Ryan Murray (ETC)



3. Key Project Management Personnel



Nathlie Booth, AICP

Nathlie is a Senior Planner/Project Manager with Halff, located in the Austin office. Her experience includes comprehensive planning, trail planning and design, park master planning, economic development and analysis, community engagement, and visioning. **Nathlie has a keen understanding of the intricacies and nuances of planning in small, Texas towns.**

REPRESENTATIVE PROJECT EXPERIENCE

City of Fredericksburg, Comprehensive & Parks Plan, Fredericksburg, TX. Project Manager responsible for simultaneous development of a comprehensive plan and a park master plan for the City of Fredericksburg. This includes identifying what makes the city unique, establishing the vision of how Fredericksburg will continue to grow, and determining how to achieve that vision through ongoing execution of the implementation action plan. The new comprehensive plan creates a community-based vision and provide direction for a mix of housing typologies, increased quality of life features, and diversifying the economic base. The new parks masterplan establishes a baseline for park quality, provide guidance on operations and maintenance, and establishes a vision for the future of parks as an important quality of life feature for residents.

City of Sherman Comprehensive Plan and Trails Master Plan, Sherman, TX. Project Manager responsible for coordinating and creating the Comprehensive Plan and Trails Master Plan for the City of Sherman. Sherman is experiencing significant growth pressures from the DFW Metroplex as well as incoming manufacturing developments. This planning process and the resulting policies are critical to the City's ability to promote and manage growth, protect and enhance key areas of importance while accommodating future trends. The Comprehensive Plan and the Trails Master Plan were both developed simultaneously to utilize a combined community engagement effort and coordinate trail planning with overall comprehensive planning.

City of San Marcos, Natural Area Plan, San Marcos, TX. Project Manager responsible for the development of inaugural land management plans for San Marcos' 1,500+ acres of natural areas. This plan provides guidance for the long-term management of the natural areas in order to preserve and grow the city's natural resources. This planning process and the resulting policies are critical to the City's ability to manage growth and recreation while protecting and enhancing the environmental functions of the natural areas. The project includes identifying best management practices for the wildland urban interface (WUI), invasive species control, trail typologies and usage, riparian and trail erosion control techniques, and general land stewardship practices.

OTHER REPRESENTATIVE EXPERIENCE

- City of Brownwood Parks Master Plan, Brownwood, TX
- Texas Trail Study, TPWD, TX
- City of San Marcos Transportation Corridors Study, San Marcos, TX

ROLE
Project Manager

EXPERIENCE
7 Years

EDUCATION
MS, Community and Regional Planning, University of Texas
MS, Sustainable Design, University of Texas
BS, Environmental Science, University of Texas at San Antonio

REGISTRATION
Certified Planner, AICP No. 333221

“ It was a pleasure collaborating with Nathlie Booth on the development of the City of San Marcos' Natural Area Land Management Plan. **As the project lead, she demonstrated exceptional responsiveness, professionalism, and reliability** ... I highly recommend Ms. Booth and her expertise for any future projects. ”

Jamie Lee
Case, Director of Parks and Recreation, City of San Marcos



Jordan Maddox, AICP

Jordan brings 18 years of experience in municipal planning, much of which has been focused on community and development planning, citizen participation, long-range planning and project management. Jordan has gained a keen understanding and sensitivity to the culture and uniqueness of local communities. He has been integral in the crafting of strategic plans and development regulations for client communities, bringing valuable plan formulation perspective from his experience on the implementation side of those directives. **Prior to Halff, Jordan served in a leadership role for the City of Georgetown, one of the fastest-growing small cities in the nation, providing strategic planning and development guidance for that community.**

ROLE

Principal-in-Charge

EXPERIENCE

18 Years

EDUCATION

Master of Urban Planning,
Texas A&M University

Bachelor of Arts, Political
Science, Baylor University

REGISTRATION

Certified Planner,
AICP No. 023119

“ Jordan is an excellent planner with a great understanding of how individual present day actions can have implications in the future. **He is excellent at balancing good planning practice with political and economic realities and comes up with creative solutions.** ”
He is a real asset.

Andrew Spurgin, AICP
City of Westminster, CO

REPRESENTATIVE PROJECT EXPERIENCE

City of Buda Parks, Recreation and Open Space Master Plan Update, Buda, TX. Project Manager responsible for providing technical assistance to project team members. Assisted in the creation of a virtual public meeting website for the project that had over 400 virtual visitors. Jordan also helped curate the list of recommendations and implementation matrix for the City. Responsibilities included presenting meetings in front of the city’s parks advisory committee as well as managing communication for the project between the clients and our team.

Williamson County Comprehensive Parks Master Plan, Williamson County, TX. Jordan managed a new 10-year master plan for Williamson County parks and trails system. Primary objectives included a proposed interconnected, regional trail system linking local communities and destinations, evaluation of future parkland acquisition needs, and a framework for implementation of improvements and maintenance. This effort included hands-on charrettes with multiple jurisdictions and stakeholders for collaboration and continuity, in addition to citizen input in the action plan. A focus on funding source and cost-sharing opportunities provided a blueprint to complete the trail system with the County and other entities partnering on the implementation efforts.

City of Liberty Hill Parks Master Plan, Liberty Hill, TX. Planner for the development of a first-ever parks master for Liberty Hill, Texas. The primary function of the plan was to analyze the current state of the parks, recreation, and open space system; identify needs and deficiencies in the system; and determine a series of goals, recommendations, and priorities for moving forward. A companion trails master plan was developed later as an extension of the parks master plan.

OTHER REPRESENTATIVE EXPERIENCE

- Brownwood Parks Master Plan, Brownwood, TX
- Buda Trails Master Plan, Buda, TX
- Temple Parks and Trails Plan, Temple, TX



Kari Biddix, PLA, LI, CPRP

Kari has experience working as a previous Park Development Manager and a Parks, Trails and Landscape Specialist for the Town of Flower Mound and a former Assistant Landscape Architect for the Cosumnes Community Services District in Elk Grove, California. Her experience in the public sector includes developing Parks, Trails & Bikeways Master Plans, feasibility studies, prioritizing and implementing park and trail capital improvement projects, and planning and leading Parks Board, Community Development Corporation, public input and community outreach meetings. **She has managed a wide range of projects from existing park & playground renovations to new park design and construction from initial concept to project completion.** She has also worked on all types of trail projects, bridge renovation, pond dredging & bank stabilization, and multiple median & right-of-way projects for the TxDOT Green Ribbon Grant program. Additional experience includes performing management and coordination of design consultants and contractors including review of designs, management of project budgets, schedules & objectives, and project construction oversight.

ROLE

Operations & Maintenance

EXPERIENCE

20 Years

EDUCATION

Bachelor of Landscape Architecture, Texas Tech University

REGISTRATION

Registered Landscape Architect - Texas No. 2794, California No. 5392

Certified Playground Safety Inspector

Licensed Irrigator LI0020314

Certified Park and Recreation Professional

REPRESENTATIVE PROJECT EXPERIENCE

Hays County Parks & Open Space Bond Program - Program Management, Hay County, TX. Responsible for all aspects of projects: professional service procurement, including writing and managing RFQs; public input and information outreach; giving oral and written project updates to governing bodies; managing multiple budgets (overall CIP and individual projects); managing multiple consultants; construction administration services; invoice processing (consultant and contractor). This project which involves the completion of two distinct phases of the work. The first was to create the Bond Program through working with the POSAC to make a recommendation to the Commissioners Court on how best to allocate the \$75M in approved funds. The second involves the actual management of the park bond program.

City of Lockhart Parks and Recreation General Services Contract - Project Management. Project management of general planning services for a series of park renovations.

Town of Flower Mound, Flower Mound, TX.*

- 2014 & 2019 Parks Master Plan Updates
- 2022 Trails & Bikeways Master Plan Update
- Tennis Center Feasibility Study
- Pink Evening Primrose Trail Segment 3
- Individual Park Improvements Project (included 20 parks)
- Canyon Falls Park Master Plan, Design & Construction
- Rheudasil Park Master Plan, Design & Construction
- Rheudasil Park Pond Dredging & Bank Stabilization
- TxDOT Green Ribbon Projects for FM 407 and FM 1171 Phases 1 & 2
- Various Park & Playground Upgrades

**Prior to Halff*

3. Key Project Management Personnel



Ylda Capriccioso,
AICP

ROLE

Senior Technical Advisor

EXPERIENCE

20 Years

EDUCATION

Master of Public Administration, University of Texas at San Antonio; Bachelor of Arts, English, St. Mary University of San Antonio

REGISTRATION

Certified Planner, AICP No. 31589

Ylda has public service experience at the local, regional and state levels. Her work includes developing multi-modal, age-friendly, corridor, park and trail plans. Prior to joining Halff, she served as the Park Development Manager for the City of New Braunfels, working to improve the park development ordinance resulting in increased revenues and land dedications for future parks. In the last two years, her efforts have resulted in over \$2.5 million dollars of grant funding, including Texas Parks and Wildlife Local Park and recreational Trails grants. Ylda is familiar with local fundraising through her work with the New Braunfels Parks Foundation and the Comal Trails Alliance.

- **City of Whitehouse Parks, Recreation, and Trails Plan, Whitehouse, TX**
- **City of Fredericksburg Comprehensive & Park Plan, Fredericksburg, TX**
- **City of Lockhart Parks and Recreation Master Plan Update, Lockhart, TX**
- **Comal County Parks, Open Space, and Natural Areas Master Plan, Comal County, TX**
- **New Braunfels Hike & Bike Trail Plan 2020, New Braunfels, TX***
- **New Braunfels Park Strategic Master Plan, New Braunfels, TX***

** Prior to Halff*



Aaron Cooper,
PLA, CLARB, LI

ROLE

Landscape Architecture

EXPERIENCE

13 Years

EDUCATION

Bachelor of Landscape Architecture, Texas Tech University

REGISTRATION

Professional Landscape Architect - Texas No. 3105; Licensed Landscape Irrigator – Texas No. 24462; CLARB No. 44127

With an illustrious career spanning 13 years, Aaron is an experienced consultant in the field of landscape architecture. His skills are demonstrated by proficiency across a spectrum of disciplines, including streetscape planning and design, parks and recreation layout, sports facilities planning and design, bicycle infrastructure and trail development, corridor planning, and the formulation of site-specific master plans and land development designs. Throughout his tenure, Aaron has garnered recognition as an invaluable contributor to an array of projects, of which several have received awards.

- **City of Georgetown, Garey Park, Georgetown, TX**
- **City of Marble Falls, Lakeside Park, Marble Falls, TX**
- **City of Cedar Park, Lakeline Park, Cedar Park, TX**
- **City of Houston, Hunting Bayou Hike & Bike Trail, Houston, TX**
- **City of College Station, Lick Creek Greenway Design and Construction Documents, College Station, TX**
- **Barracks Park, College Station, TX**
- **FM 60/University Drive Bicycle and Pedestrian Connectivity Study, Bryan-College Station, TX**

3. Key Project Management Personnel



Whitney Linder
AICP-C

ROLE

Planning and Public Engagement

EXPERIENCE

5 Years

EDUCATION

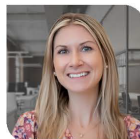
Master of Science, Community and Regional Planning, University of Texas at Austin; Bachelor of Science, Environmental Geosciences, Texas A&M University

REGISTRATION

American Institute of Certified Planners Candidate

Whitney’s planning experience includes comprehensive planning, park and trail planning, and community engagement and outreach. Her background in environmental science influences her passion for creating sustainable and resilient communities which provide a high quality of life. In her time at Half, Whitney has played a key role in the development of a statewide Texas Trails Study, Natural Area Land Management Plans, several parks and trails plans, and comprehensive plans

- **City of Whitehouse Parks, Recreation, Trails Master Plan, Whitehouse, TX**
- **City of San Marcos Natural Areas Land Management Plan, San Marcos, TX**
- **Texas Parks and Wildlife Department Statewide Trails Plan Strategy, Statewide, TX**
- **City of Bastrop Land Use Plan Update 2021, Bastrop, TX**
- **City of Azle Comprehensive Plan, Azle, TX**
- **City of Sherman, Comprehensive Plan and Trails Master Plan, Sherman, TX**



Lindsay McClune,
MPH

ROLE

Funding Resources

EXPERIENCE

7 Years

EDUCATION

Master of Science, Public Health, University of Texas Health Science Center at Houston; Bachelor of Science, Exercise and Science Concentration: Health and Wellness, Texas State University

Lindsay began her career as a development associate at a nonprofit organization, where she transitioned to a local government specializing in local, state, and federal grant opportunities. Lindsay offers a broad-based background in local government, program planning and evaluation, grant application development, needs assessments, and community engagement. She brings extensive knowledge in a range of grant programs covering conservation, planning, parks and recreation, trails/active transportation, transportation infrastructure, public/community health, public safety, hazard mitigation, emergency planning, and criminal justice. Lindsay has won over \$31.4 million in grant funding for a local government, and works with a team of professionals with deep experience in alternative funding opportunities, including state revolving funds loans.

- **City of San Marcos, Recycled Water Feasibility Study & Master Plan, Buerue of Reclamation WaterSMART: Water Recycling, San Marcos, TX**
- **City of San Marcos, Resilient Infrastructure Improvements Project, US DOT PROTECT Program, San Marcos, TX**
- **Hays County, Housing Projects, Community Development Block Grant-Disaster Recovery, Hays County, TX**
- **City of Austin, Fallwell Lane Capital Renewal Project, Austin, TX**



Melissa Beaudry

ROLE

Resilience

EXPERIENCE

10 Years

EDUCATION

M. Urban Design, Urban Resilience Design and Management, UIC Barcelona International University of Catalonia, Spain; BA, Internal Affairs, Florida State University; BS, Psychology, Florida State University; Graduate Design Certificate, Urban and Regional Planning, Florida State University

Melissa is an experienced Senior Resilience Planner guiding clients through a variety of community planning needs with a focus on vulnerability and adaptation planning, hazard mitigation and environmental restoration activities. She holds a Masters in Urban Resilience and City Management and has worked on several resilience research projects on the topics of developing community resilience frameworks, analyzing national and state hazard data indicators and identifying opportunities for co-benefits in adaptation and mitigation efforts for increased community resilience.

- **Lower Rio Grande Valley River Basin Flood Study, Texas GLO**
- **City of San Marcos Hazard Mitigation Plan, San Marcos, TX**
- **Port Richey Vulnerability Assessment and Resiliency Plan, City of Port Richey, FL**
- **Flagler County, Vulnerability Assessment, Flagler County, FL**
- **Resilient Pasco, Pasco County, FL**



Michelle Bright, SITES AP

ROLE

Conservation and Natural Resources
(Mend Collaborative)

EXPERIENCE

17 Years

EDUCATION

Master of Landscape Architecture, University of Texas; Bachelor of Science in Environmental Studies, Virginia Commonwealth University

Michelle, co-founder and principal at Mend is a nature-based, ecological planner and designer with a background in landscape architecture. With over 17 years of experience with ecological, environmental, and sustainability thinking, her work focuses on inclusive, community led environmental design within the multidisciplinary group of designers, planners, and thought leaders at Mend. Michelle's work encompasses multiple scales, from detailed plant design to ecological conservation plans to downtown plans to citywide park and open space systems plans. Michelle also engages in teaching and community involvement as an adjunct instructor at the University of Texas and serving on the board of Austin Youth River Watch.

- **City of Sunset Valley Land Management & Restoration Plan, Sunset Valley, TX**
- **The Hill Country Alliance, The Hill Country Natural Infrastructure Plan, Austin, TX**
- **Upper Cougar Creek Savannah Trail, Sunset Valley, TX**
- **City of Cedar Hill, Singleton Preserve: Conservation and Ecological Stewardship Plan, Cedar Hill, TX**
- **City of Sunset Valley Parks and Open Space Master Plan, Sunset Valley, TX**

3. Key Project Management Personnel



Kari Spiegelhalter,
PLA

ROLE

Conservation and Natural Resources
(Mend Collaborative)

EXPERIENCE

23 Years

EDUCATION

Master of Landscape Architecture, Cornell University;
Bachelor of Arts in Biology and Environmental Studies,
Lawrence University

REGISTRATION

Professional Landscape Architect No. 3774

Kari specializes in a diverse array of parks, ecology, and equity-focused planning and design projects. Her work revolves around enhancing urban ecosystems, promoting public health, and advocating for equity. Kari has a keen interest in the transformative power of participatory design processes, particularly in their ability to cultivate both ecological and social resilience within communities. With a unique background in both science and design, Kari's work centers on quantifying the tangible benefits that access to high-quality natural spaces brings to community members' physical and mental well-being. By leveraging her interdisciplinary expertise, she contributes to projects that prioritize the development of sustainable and inclusive urban landscapes.

- **Rondo Anti-Displacement and Community Investment Strategy, St. Paul, MN**
- **Southbridge Neighborhood Plan, Wilmington, DE**
- **Design Downtown Denton, Denton, TX**
- **Plan Chattanooga, Chattanooga, TN**
- **West St. Paul Parks and Recreation System Plan, West St. Paul, MN**
- **Upper Cougar Creek Savannah Trail, Sunset Valley, TX**



Ryan Murray

ROLE

Statistically Valid Surveys (ETC)

EXPERIENCE

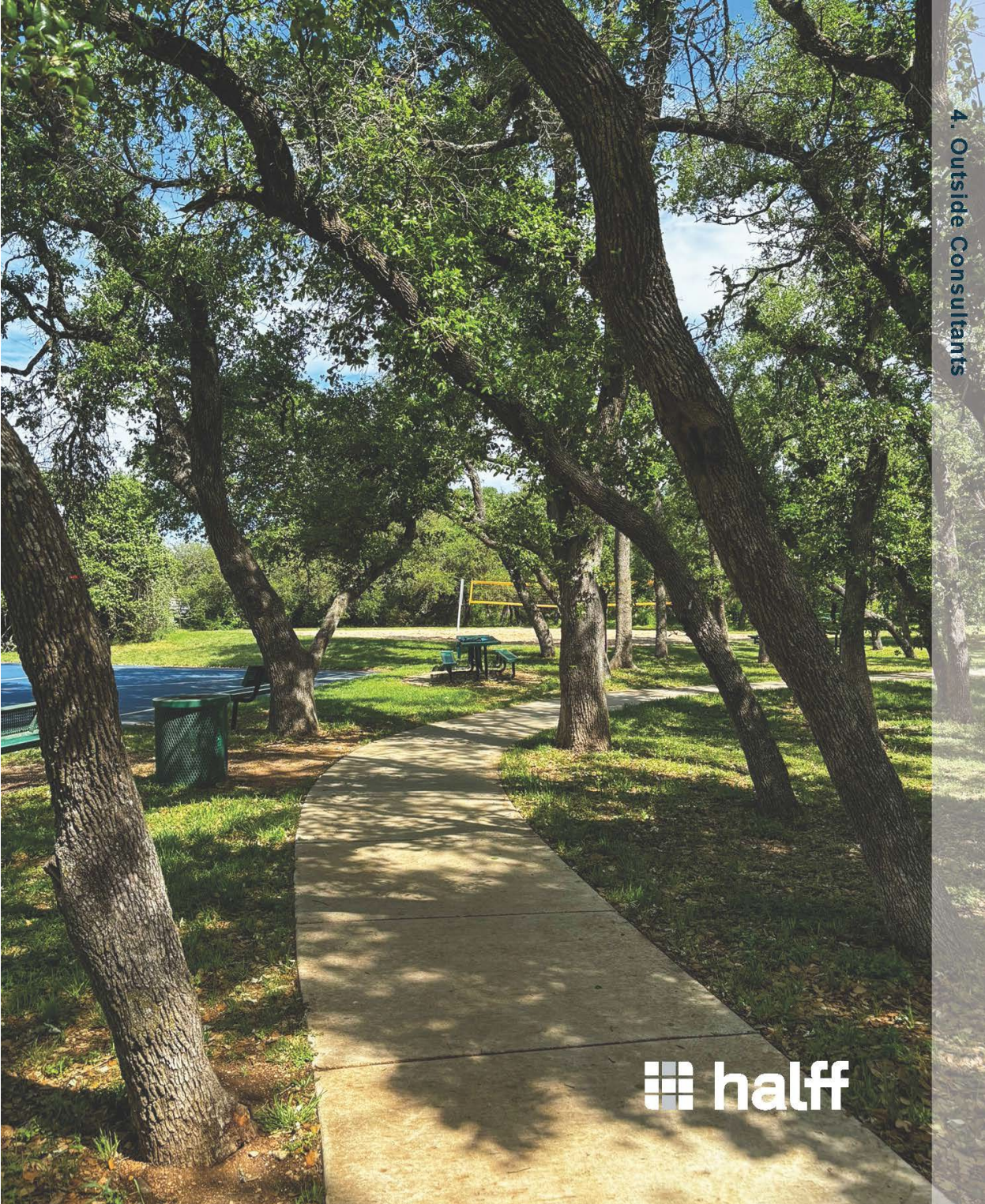
17 Years

EDUCATION

Bachelor of Science, Public Administration,
University of Kansas

Ryan has experience in survey administration, development, supervision, and research analysis. He has had the worked on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility and business development.

- **City of Lewisville Healthy Infrastructure Plan, Lewisville, TX**
- **Dallas County Planning & Development Open Space Preserve Master Plan Update, Dallas County, TX**
- **City of Plano, Parks Master Plan 2023 Update, Plano, TX**
- **City of DeSoto, Parks and Recreation Needs Assessment, DeSoto, TX**
- **Lawton Parks, Sports and Recreation, Trails and Open Space Needs Assessment, Lawton, OK**
- **City of Oklahoma City Resident Survey, Oklahoma City, OK**

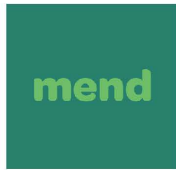


4. Outside Consultants

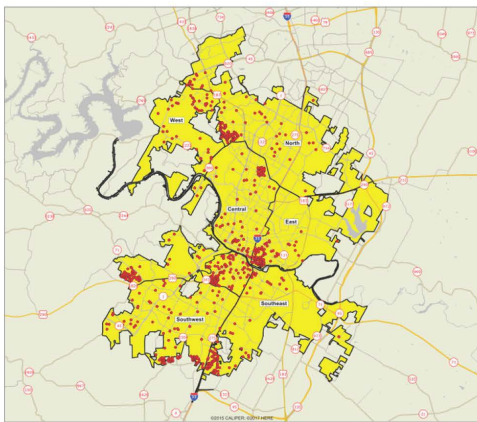


4. Outside Consultants

In addition to the Halff staff introduced on the preceding pages, we are pleased to announce Mend Collaborative and ETC Institute as essential members of our planning team. Because of the successful work that Halff and our partners have performed on similar projects, we are uniquely qualified to provide unsurpassed service to the City of Dripping Springs. We have tailored our team members to the services associated with the Dripping Springs Parks, Recreation and Open Space Master Pan project. During project scoping, we will identify the scope of work and deliverables, the schedule for each phase, and the submission dates for internal reviews. This proactive approach during project scoping aids in efficiently delivering quality studies and designs as each team member clearly understands their role and Halff's expectations.



Mend Collaborative (Mend) is a Women's Business Enterprise Certified, dynamic design and planning firm that places great importance on empowering communities and involving them in decision-making processes. Recognizing the profound influence of the built environment on individuals' well-being, they prioritize strengthening connections between people and their surroundings. With a unique blend of expertise and creativity, they foster collaboration and cultivate partnerships extending beyond traditional boundaries. Through active stakeholder engagement and innovative strategies, they develop holistic solutions addressing diverse needs and aspirations. From shaping urban landscapes to guiding sustainable development, Mend Collaborative delivers transformative, community-based solutions that leave a lasting impact on vibrant, sustainable, and equitable communities.



ETC Institute (ETC) is recognized as the national leader in the design and administration of market research studies for local government organizations. ETC has designed and administered more than 2,500 statistically valid surveys and their team of professional researchers has moderated more than 1,500 focus groups and panels and over 2,000 stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states and designed and administered more than 4,000 statistically valid surveys. Their significant areas of emphasis include citizen satisfaction surveys, parks and recreation surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews.



5. Process, Planning Methodology, and Approach



5. Process, Planning Methodology, and Approach

We propose a four-phased approach to developing the Parks, Recreation and Open Space Master Plan. Engagement opportunities are proposed throughout each phase and are described below. The overall estimated timeframe to complete is 12 months, though some phases may run concurrently for maximum efficiency.



PHASE 1: EXPLORE 3 months

Our first phase will develop a greater understanding of the issues and opportunities of the existing park system, including compiling an inventory of existing City of Dripping Springs parks, facilities, recreational programs, services, and amenities, creating a comparative analysis of similar communities, and conducting initial visioning meetings.

Meetings: Project initiation meeting and park system tour, 10 focus group meetings, and public meeting #1 (Visioning and Public Kick-off)

Neighborhood Park Walks

Organizing a walk with City leaders, staff, residents, and park planning team members will allow the public to walk to their neighborhood park and share their thoughts with the City and planning team.



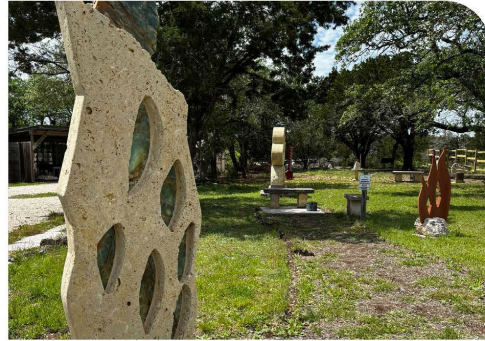
PHASE 2: ENGAGE 3 months

Our second phase will build upon the foundation established in the first phase to deepen our understanding of the community and park system needs. This involves a multi-pronged community needs assessment to determine current system needs, level of service benchmarking against accepted national standards, community-wide statistically valid survey, and analysis of local recreation and leisure trends to determine how those trends impact existing and projected user populations.

Meetings: Public meeting #2 (general park system input and guidance), public meeting #3 (park specific input and guidance), Parks & Community Services work session

Interactive Mapping

Online mapping workshop to receive additional input regarding potential park improvement opportunities.





PHASE 3: ENVISION

3 months

Our third phase involves developing recommendations and guidance to serve as an overall blueprint for the next 5 and 10 years for the parks, recreation, trails, and open space system. Using data from the first two phases of the project combined with our industry knowledge and expertise, we will work with you to craft a vision of excellence for the next 10 years of the park system in Dripping Springs. In this phase, we will begin developing a mission statement, goals, and vision statement for the Parks and Community Services Department and the Park Master Plan and develop recommendations based on an assessment of the Parkland Dedication Ordinance in comparison with similar communities.

Meetings: Public meeting #4 (review of recommendations) and Parks & Community Services prioritization meeting

Optional:
One page master plan and conceptual plans, trail maps, and design for all or some of the selected parks.

If desired, our team can prepare one-page master plans or conceptual plans for parks or analyze potential trail corridors to determine feasibility. Concepts may range from smaller park enhancements to concepts for athletic, aquatic, or regional parks. From simple quick sketches to perspectives showing what the proposed facility could look like, Halff's park designers have prepared concepts for hundreds of parks of all types and sizes.

To examine trail feasibility, we could review available project data including Google Earth and/or Near Map aerial photography and mapping, topography, available statewide environmental/historic/cultural resource data, FEMA Flood Insurance Rate Maps (if necessary), and/or utility lines. A sample is shown on this page.



Image Landsat/Copernicus Image - 2024 Airbus

Williamson County D1 Trail (Honey Bear Creek Trail Section, Williamson County, Texas)



5. Process, Planning Methodology, and Approach

PHASE 4: EXECUTE
3 months

This final phase involves pulling together all the data, knowledge, and assessments of the previous three phases to create a great park master plan supported by a strategic plan, a funding resources strategy, and an operations and maintenance assessment. Our primary goal will be to craft a plan which encompasses a combination of visionary thinking to achieve community desires, provides a clear and realistic strategy for implementation, and supports and strengthens the ability of the Parks & Community Services Department to operate and maintain the park system.

Our strategic plan will guide parks and facilities improvements over time and support the goals and mission statement of the Parks & Community Services Department. This will include information on associated timeframes, priorities, potential partners, costs, and metrics to track progress. Our funding resources strategy can be tailored to recommend specific grant opportunities for Dripping Springs. Our operations and maintenance assessment will guide the Parks & Community Services department's administrative and maintenance practices including organizational structure, department budget, park system maintenance, and recommended best management practices (BMP's) for sustainable and efficient use of resources.

Meetings: Public meeting #5 (plan review) and City Council and/or Parks and Recreation Commission adoption meetings

Optional:
Natural Resource Management Plan, and/or
Historical & Cultural Resource Management Plan

If desired, our team is capable of preparing a natural resource management plan which would establish an inventory and framework for the preservation, management, restoration, and enhancement of the natural resources within the Dripping Springs park system. Recommendations could address erosion, wildlife and habitat strengthening, invasive species control, wildfire, water quality, and aquifer recharge.

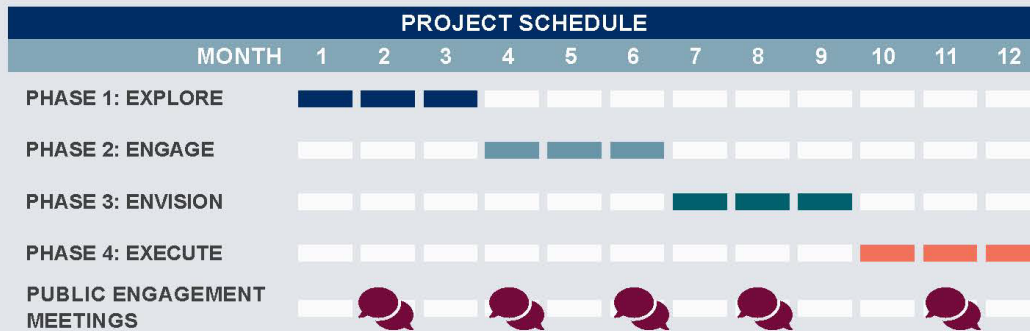
Halff's planners and resiliency experts have created similar plans for communities such as San Marcos and Austin. Additionally, we have numerous relationships with historians and preservationists. If desired, our team composition could be modified in order to create a Historical & Cultural Resource Management Plan.





PROJECT SCHEDULE

The Halff Team has the capacity and intention to prepare the Parks, Recreation, and Open Space Master Plan within the 12-month schedule outlined below. The “durations” for each of the planning phases presented are estimates. Individual phases may overlap due to the iterative nature of the planning process. Please note that the estimated timeline and associated activities are subject to modification to better meet your needs. Halff staff have both the experience and capacity to shorten or extend the process as may be necessary to meet the City’s specific needs. Halff staff members have excellent availability and are ready to proceed immediately.

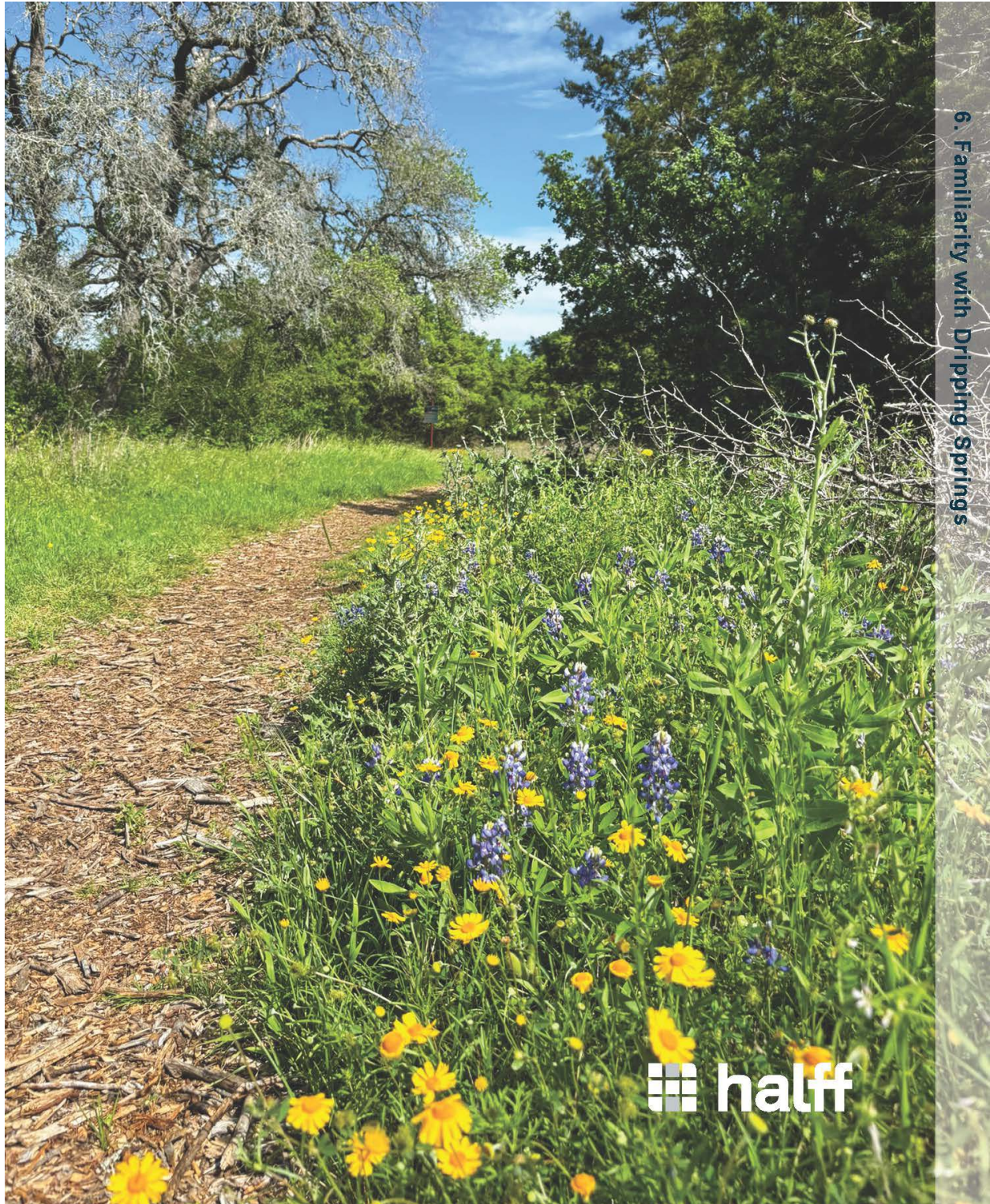


HISTORY OF ON-TIME PERFORMANCE

Our ability to maintain the work schedule is part of what will make this a successful project. Halff has a reputation of meeting the schedules that have been established by the City. Our key to successful project execution is to develop the project schedule up front and to identify the required staffing levels. An integral part of developing the schedule is continued communication with the City. Project Manager Nathlie Booth has sufficient capacity to lead and manage this project to successful completion. The City may contact the references for the projects listed to confirm Halff’s commitment to timely project completion.

“ I know it has taken a lot of time and a lot of public meetings, a lot of input from residents, lots of charts, lots of graphic design that looks beautiful, by the way. This report, **I’m so impressed with the quality of the work that Halff Associates and staff were able to produce** for this. Definitely makes me proud to have this product.”

Councilor Gabriel Vasquez
City of Las Cruces



6. Familiarity with Dripping Springs



6. Familiarity with Dripping Springs

OPPORTUNITIES & EMERGING ISSUES
Our team has researched and visited the community to gain a well-rounded understanding of Dripping Springs' recreation, trail and open space issues and opportunities. Halfff will consider the following factors when preparing your parks, recreation, and open space master plan proposal:

- Reimagine Dripping Springs:** The comprehensive plan, places an emphasis on incorporating parks and community services into future growth. This effort will explore these recommendations in more depth and translate them into implementable action steps to achieve the desired goals.
- Unprecedented Development Pressure:** Due to proximity to Austin, picturesque Hill Country setting, and a reputation for being a family-friendly community, Dripping Springs clearly is experiencing growth and development pressure in the city limits and ETJ which must be accounted for.
- Park and Trail Connectivity:** The City has done a great job connecting parks with trails, including procuring grant funding for recent trail development. Building upon the 2020 Trail Master Plan and recent branding efforts, we would aim to identify additional gaps and opportunities to create a complete system connecting all parks through a cohesive trail design plan.
- Environmental Protection:** As the first city in Texas to be designated as a Dark Sky Community and with the recent designation of Bird City, Dripping Springs clearly prioritizes preserving natural amenities and resources. We can bring a wealth of environmental knowledge to this plan to amplify its commitment to sustainable open space and biodiversity preservation.
- Increasing Youth Involvement:** With the rising participation in youth and family programming, the Parks and Community Services Department will need guidance on recreational operations and facility improvements such as a permanent space and offices for youth recreation.
- Existing Efforts:** This master plan must build upon the existing efforts such as the citywide ADA assessment and Rathgeber Vision Plan while incorporating previous park specific master plans, the 2020 City Wide Trail Plan, the 2021 Transportation Plan, and more.

PROJECT UNDERSTANDING

This Parks, Recreation, and Open Space Master Plan will set the blueprint and action plan for the City's next 10 years and beyond. It is an opportunity to comprehensively identify the needs and actions necessary to carry the parks system into its next development. In some cases, this may be accomplished through opportunities for new growth. In many cases, it will involve identifying opportunities for redevelopment and incremental investment to better and more fully utilize and improve the existing system—all with a goal of maximizing opportunities to get more people out and into the parks system.

This Parks, Recreation, and Open Spaces Master Plan is a critical tool to effectively identify how the City should move forward. It is important that the park system continually grows in step with the changing dynamics of the Dripping Springs community.

With the increasing interest Dripping Springs is receiving in walkability, youth and family recreation activities, and environmental activation and preservation, we see the potential for a truly innovative park master plan. This is a perfect opportunity to align all concurrent planning efforts towards a uniformly branded, actively connected, park system with a guiding vision for the comprehensive park system and individual goals of each park.

Our natural collaboration between our planners and landscape architects can provide Dripping Springs with a bridge between park planning, design, operation, and maintenance. Halfff has been on the leading edge of park planning innovation for the past 30 years. We are committed to continually identifying and implementing new ways to better serve communities, not just during the planning phase, but also throughout the plan implementation process.



Park Elements that Enhance Quality of Life

All of the Texas parks system master plans Halff creates are compliant with TPWD grant requirements and can be tailored to showcase elements required for CAPRA accreditation as well. Our approach and methodology for this project incorporates the following key components:

Efficient Operations & Maintenance: We will prioritize operations and maintenance as a cornerstone of our process. We have included strategic Halff staff with extensive experience in this area so that this plan incorporates strategic considerations of parks maintenance early in the process, during the development of the plan, and in final recommendations. A high-level review of the department’s practices can provide recommendations to align with agency resources and national best practices.

Multi-prong Needs Assessment: In order to have an in-depth understanding of community needs today and, in the future, we propose a variety of assessment methods including: existing parks conditions; park equity and access; community benchmarking; fiscal analysis; recreational programming; and operations, maintenance and staffing.

Enhancing Existing Parks and City Infrastructure: Dripping Springs’ community has demonstrated a commitment to enhancing its parks and trails. Notably, the new trail from the Sports and Recreation Park to Founders Park and the work the city is doing on visioning for Rathgeber, exemplify the City’s dedication to creating inclusive and dynamic recreational spaces. This master plan will help identify additional enhancement opportunities and provide a prioritized implementation plan to guide improvements moving forward. Key trends affecting parks and recreation will be considered such as inclusive playgrounds,

incorporating public art into parks, new recreation opportunities like pickleball and cricket, accommodating micro-mobility options, or other trends identified in the public process.

Striving for Distinguished Excellence: With several, notable distinctions such as International Dark Skies Community, Bird City, and the city’s tagline “Open Spaces, Friendly Faces”, it is logical that Parks and Community Services would seek further opportunities to gain distinction. Obtaining accreditation from NRPA’s CAPRA can help demonstrate the city’s commitment to excellence, improve the quality of their park and recreation services, enhance their credibility, improve operations and efficiencies, and recognize the community as a great place to live. Halff has written several park master plans with the express goal of helping cities attain CAPRA accreditation and is eager to help Dripping Springs set themselves apart from other Hill Country communities.

Thinking Comprehensively: Our system-wide strategic park master plans are well-received because they are truly comprehensive. Our recommended planning approach looks at every aspect of your system; from parks, buildings, operational needs, programming, funding, revenue generation and maintenance. Because our team has worked on similar plans with so many park systems across the region and nationwide, we understand the solutions and practices that may work best in Dripping Springs.



6. Familiarity with Dripping Springs

Public Engagement

An innovative public engagement strategy gives residents multiple ways to learn about the plan and give feedback. We propose using a variety of in-person and online methods for maximum reach and efficiency.

Meetings & Events

Neighborhood Park Walks: Organizing a neighborhood park walk with City leaders and staff, neighborhood residents and park planning team members that will allow the public to experience a walk to their neighborhood park and an opportunity to share their thoughts with the City and planning team.

Focus Group Listening Sessions: Series of meetings to gather foundational input from key stakeholders in the community such as Hays County Master Naturalists and Master Gardeners, Dripping Springs Mountain Bike Team, Texas Beef Initiative, the Farmers Market Committee, Dripping Springs 4-H club, Dripping Springs Birding Club, and other as identified.

Community Events: Opportunity to meet residents by having booths at community events and facilities, such as Founders Day Festival, Christmas on Mercer, or Dripping Springs Farmers Markets.

Open Houses: Community-wide meetings to seek input on issues/opportunities at the beginning and end of the process to seek feedback on draft recommendations.

Elected/Appointed Officials: Briefings to Parks & Recreation Commission and City Council at key milestones during the plan process.

Virtual & Online

Online and Social Media: Utilize social media and City website to share project information updates and gather public input.

Survey: Statistically valid survey mailed to a representative sample of residents to gauge perceptions of the park system. The survey will also be made available to all residents after the statistically valid portion is completed.

Interactive Mapping: Online mapping input opportunity to receive additional input regarding potential park improvement opportunities.

Virtual Engagement Room: Online version of a public open house with interactive exercises that can be available for an extended period of time.

Effective QA/QC

Quality Assurance/Quality Control (QA/ QC) reviews are undertaken throughout the master planning process and will be led by Jordan Maddox, AICP, who brings nearly 20 years of park planning and design experience throughout Texas. Additionally, Senior Technical Advisor Ylda Capriccioso, AICP, having previously served as Park Development Manager for City of New Braunfels, is well-positioned to confirm effective guidance on the process and all deliverables.

Jordan and Ylda will facilitate an independent review of all deliverables. Project quality does not solely rely on checklists; it relies on the accountability of the people working on the project and adherence to Halff's highly effective QA/QC processes. Halff has a firmwide Quality Management Program which guides delivery across all disciplines and team partners. The process will provide independent peer reviews of deliverables prior to key milestone submittals, and will be built into the project schedule, allowing sufficient time for a comprehensive review.





7. Additional Experience, Philosophy and Awards



7. Additional Experience, Philosophy and Awards

UNIQUE QUALIFICATIONS

Halff brings the following unique and innovative qualifications to this exciting project:

- ✔ Strong combination of statewide and national best-practices for comprehensive planning
- ✔ Robust in-house team that provides full-service capabilities
- ✔ Strong team experience in sustainable park planning with an emphasis on community and environmental health
- ✔ Focus on system “visioning” as a key way to get your residents engaged in the process and excited about the future
- ✔ Extensive, yet easy to follow, actionable implementation strategy

“We were privileged participants in a process that was open, transparent, and inclusive as developed by the consultants and city staffers.”

Stacey Bayles
 Director of Association Issues, Home Builders Association of Greater Tulsa, Member - Broken Arrow NEXT Comprehensive Planning Advisory Committee

HALFF PLANNING AWARDS in the last 6 years

<p>Lewisville Healthy Infrastructure Plan 2023 CLIDE Award 2023 APA Texas Gold Winner in Environmental Planning</p> <p>Baytown Parks and Recreation Department Master Plan, TX 2022 Planning Excellence Award, Texas Recreation and Park Society (TRAPS) 2021 Houston-Galveston Area Council Parks and Natural Areas Award, Special Recognition</p> <p>Pearland Multi-Modal Master Plan, TX 2021 Transportation Planning Achievement Award (Gold), American Planning Association (APA)-Texas Chapter</p> <p>Temple Comprehensive Plan, TX 2021 Central Texas Section of APA Honors</p> <p>Walter E. Long Park Vision Plan, TX 2021 Unrealized Projects, Merit Award, Texas Chapter of the American Society of Landscape Architects</p>	<p>University Avenue Corridor Study, Bryan/College Station, TX 2020 Honor Award for Designed-Unrealized, American Society of Landscape Architects, Texas Chapter</p> <p>Broken Arrow NEXT Comprehensive Plan, OK 2020 Outstanding Plan Award, American Planning Association, Oklahoma Chapter</p> <p>Elevate Las Cruces Comprehensive Plan, NM 2020 Long Range Planning Award, American Planning Association, New Mexico Chapter</p> <p>Llano Parks Master Plan, TX 2020 Hard Fought Battle, American Planning Association, Central Texas</p>	<p>Boerne Comprehensive Plan, TX 2019 Comprehensive Plan of the Year Award, American Planning Association, Texas Chapter Central Texas Section</p> <p>Sugar Land Recreation and Open Space Master Plan, TX 2018 H-GAC Parks and Natural Areas Planning Award, City of Sugar Land Parks</p> <p>Bay City Parks Master Plan, TX 2018 Special Recognition, H-GAC Parks & Natural Areas</p> <p>Apodaca Blueprint, Apodaca, NM 2018 Innovations in Planning, American Planning Association, New Mexico Chapter</p>
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Value-Added Services

In addition to the park system planning elements outlined in the preceding pages, our team brings a broad skill set that we can include to enhance the planning process. In our team’s opinion, this project can create maximum value by scoping a parks, recreation and open space master plan with foundational elements in addition to one or more of the following value-added services.

Grant Writing: In recent years, master plans produced by Halff have resulted in more than \$3M in Texas Parks and Wildlife grants, \$100M in trail and enhancement related project funding, and more than \$250M in successful bond initiatives for parks and trails items. As a value-added service, at the completion of the master plan, we can help prepare grant applications for various funding programs such as the TPWD Outdoor Recreation Grants and the TxDOT Transportation Alternative Set-Aside Program, among others.

3D Visualization: Halff has the tools to create high-quality 3D visualizations to help communicate the “vision” and the intent for Dripping Springs’ public spaces and facilities. Halff’s visualization team transforms designs into 3D simulations that bring projects to life – offering a tangible representation of the design. Our visualizations range from artistic, freehand-style sketches to photorealistic 3D animations.

Trail Feasibility Corridors: We can take a closer look at up to three potential trail corridors to determine if a trail is feasible. The project team would review available project data including Google Earth and/ or Near Map aerial photography and mapping, topography, available statewide environmental/historic/ cultural resource data, FEMA Flood Insurance Rate Maps (if necessary), public gas and utilities, and water/ wastewater utilities.

Urban Design. The public parks in a community are an opportunity to incorporate urban design elements such as public art, wayfinding and city branding. Our landscape architects and urban designers have extensive experience designing streetscape improvements, wayfinding signage programs and park system branding that can augment the brand of the City’s park system.

Align Recommendations with the CIP. We recommend the development of a three-tier CIP to assist in the continuous rebalancing of priorities and associated expenditures. Each tier reflects different assumptions about available resources: The Sustainable Alternative has plans for prioritized spending within existing budget targets and focuses on deferred maintenance and life cycle replacement of assets within the existing parks system. The Modernization Alternative describes the extra services or capital improvement that should be undertaken when additional funding is available. The Strategic Alternative represents the complete set of services and facilities desired by the community. It is fiscally unconstrained, but can help provide policy guidance by illustrating the goals of the parks and recreation system.

Resiliency. Halff’s resilience efforts focus on protecting our clients’ most valuable assets while maximizing their existing resources. Our planning and design teams can collaborate with the City to customize solutions to the risks they face. Halff can work with the City and funding resources team to secure additional funding needed to create a more resilient community. Building a resilient parks plan will strengthen the City’s ability to protect its economy, environment and its population from extreme events, like flooding and tornados. Healthy natural habitats are the City’s green infrastructure. They provide ecosystem services such as slowing and absorbing rainfall, providing a wind break and mitigating the effect of urban heat islands.



8. Insurance





8. Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/30/2023		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Ste. 370 Alpharetta GA 30022			CONTRACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL: greylingcerts@greyling.com ADDRESS: greylingcerts@greyling.com			
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081			INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : National Union Fire Ins Co of Pittsburg 19445 INSURER B : The Continental Insurance Company 35289 INSURER C : New Hampshire Insurance Company 23841 INSURER D : Allied World Surplus Lines Insurance Co 24319 INSURER E : INSURER F :			
COVERAGES		CERTIFICATE NUMBER: 1847101035		REVISION NUMBER: 23-24		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GL5856923	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		CA5717893	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7034027549	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC014195843	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Prof Liability incl. Pollution		03113813	8/1/2023	8/1/2024	Per Claim \$ 1,000,000 Aggregate \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with the exception of workers compensation & professional liability where required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows form with respects to General, Automobile & Employers Liability Policies.						
CERTIFICATE HOLDER Sample			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

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CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
		1 of 2	
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	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Half Associates, Inc. Richardson, TX United States		Certificate Number: 2024-1148421	
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 Filed: 04/18/2024	
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. Parks, Rec, and Open Space MP Parks, Recreation, and Open Space Master Planning		Date Acknowledged:	
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
Baker, Jessica	Richardson, TX United States	X	
Bertram, Shawn	Austin, TX United States	X	
Delgado, Jose	McAllen, TX United States	X	
Pylant, Ben	Fort Worth, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Hollis, Leigh	Frisco, TX United States	X	
Miller, Steven	Austin, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
French, Sherri	Frisco, TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Tansley, Dan	Richardson, TX United States	X	

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.5b35d027

Addendum Acknowledgment

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

ADDENDUM NO. 1



ADDENDUM NO. 1

Request for Qualifications: Parks, Recreation and Open Space Master Plan

Owner: City of Dripping Springs

Date: 3/21/2023

Bidders are hereby notified of the following revisions and/or clarifications to the Request for Qualifications. This Addendum forms a part of the RFQ and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS

As stated on Page 9 of the Request for Qualifications, the Pre-Submittal Conference scheduled for Tuesday, March 26, 2024 at 1:00pm will be held at City of Dripping Springs City Hall located at 511 Mercer Street in Dripping Springs, Texas. There will not be a virtual attendance option available.

Attendance of the pre-submittal meeting is not mandatory; however, it is highly recommended as the preferred method of asking questions and receiving information.

END REVISIONS

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

Revised By:

Michelle Fischer, City Administrator for

Andrew Binz

Parks and Community Services Director

Addenda Acknowledgement



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

ADDENDUM NO. 2

ADDENDUM NO. 2

Request for Qualifications: Parks, Recreation and Open Space Master Plan

Owner: City of Dripping Springs

Date: 04/03/2024

Bidders are hereby notified of the following revisions and/or clarifications to the Request for Qualifications. This Addendum forms a part of the RFQ and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS

Question: Is there a page limit?

A. No, there is no page limit.

Question: Does the City want us to show Park Master Plans only, or can City Master Plans be shown as well?

A. A list of master plans completed over the past 5 years that are similar to the proposed project can be submitted. If you feel a City Master Plan that your agency has done recently is similar to what we are looking for in our Parks, Recreation, and Open Space Master Plan then you can include it.

Question: In our proposal, can we show work from previous employment?

A. We ask that you identify the key project management personnel, their roles and responsibilities for this project, qualifications, and experience (resumes). If an individual on your team has experience from previous employment that relates to producing a Parks, Recreation and Open Space Master Plan, then you can show it.

Question: Is there an estimated budget for this project?

A. City Council approved \$150,000 in the 2024 Budget (October 1, 2023 – September 30, 2024) for this master plan. We are currently preparing the 2025 Budget that will start October 1, 2024.

Question: Is there a required font size?

A. No, there is no required font size.

Question: Is there a page size limit?

A. No, there is no page size limit.

Question: Is there a chapter on parks in the Comp Plan?

A. There isn't a specific chapter on parks in the Comprehensive Plan but parks and trails are included throughout the plan.

Question: What is the public outreach plan?

A. We are expecting an extensive public outreach plan including but not limited to on-line surveys, community input meetings, focus/stakeholder input meetings and receiving input at selected community events. It's important that any surveys are statistically valid.

Question: How much time is the process expected to take?



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

ADDENDUM NO. 2

A. The process is expected to take one year.

Question: Explain integration of CAPRA standards?

A. The Parks & Community Services Department is interested in achieving the Commission for Accreditation of Park and Recreation Agencies (CAPRA) recognition through the National Recreation & Park Association. Our Parks, Recreation & Open Space Master Plan will be an integral part of this process and integrating as many standards involved in the CAPRA process will be very important.

Question: What does your Dripping Springs Team look like?

A. Andrew Binz is the Parks & Community Services Director. Andrew has five direct reports including the Dripping Springs Ranch Park Manager, Park Maintenance Manager, Aquatics Manager, Farmers Market Manager and Community Events Coordinator.

Question: Will there be a planning committee for this process?

A. No, there will not be a planning committee for this process. The selected agency will work with the Parks & Community Services Director and staff.

Question: Explain the one-page master plan for each park?

A. We are interested in developing a one-page plan for each of our parks including but not limited to a priority list of projects and improvements with associated costs, conceptual plan showing identified improvements and current inventory of amenities and facilities.

Question: Will Charro Ranch Park be included for the one-page master plan?

A. Yes, Charro Ranch Park will be included for the one-page master plan.

END REVISIONS

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

Revised By:

Andrew Binz

Parks and Community Services Director

Addenda Acknowledgement

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

ADDENDUM NO. 3

ADDENDUM NO. 3

Request for Qualifications: Parks, Recreation and Open Space Master Plan

Owner: City of Dripping Springs

Date: 04/05/2024

Bidders are hereby notified of the following revisions and/or clarifications to the Request for Qualifications. This Addendum forms a part of the RFQ and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS

Question: Please confirm the RFQ submission instructions?

- A. Sealed Statements of Qualifications marked "City of Dripping Springs Parks, Recreation, and Open Space Master Plan" must be submitted in one (1) original, five (5) copies, and one (1) electronic copy (in PDF format) by flash drive and shall be delivered to:

City of Dripping Springs, Texas
Attn: Andrew Binz, Parks and Community Services Director
abinz@cityofdrippingssprings.com
511 Mercer Street or P.O. Box 384
Dripping Springs, Texas 78620

The sealed STATEMENTS must be in a standard statement of qualifications format, and each statement must include a response to each item in the RFQ in the order given.

Qualifications are due on April 23, 2024, at 3 p.m. RFQs will be opened by City Staff at that time. Submittals will become public, as required by the Public Information Act, after the contract is awarded and executed. This Request for Qualifications includes the proposed contract terms/conditions, and a detailed scope-of-work.

Question: Do we submit a CIQ and Form 1295, or are these submitted only by the awarded firm?

- A. As stated on Page 7 of the Request for Qualifications, the City will follow Federal and State law including Chapters 171 and 176 of the Texas Local Government Code and Article 2.02 of the City of Dripping Springs Code of Ordinances. As noted on page 8 of the Request for Qualifications, this includes a Conflict of Interest Affidavit as required by Chapter 176 and a Certificate of Interested Parties (1295) as required by Section 2252.908 of the Texas Government Code.

A statement indicating the Applicant has no conflict of interest with the City of Dripping Springs, including any past or present employees or past or present elected officials of the City. THE CIQ FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL. THE FORM IS AVAILABLE HERE:
[HTTPS://WWW.ETHICS.STATE.TX.US/FORMS/CIQ.PDF](https://www.ethics.state.tx.us/forms/ciq.pdf)

Applicants will also be required to complete a 1295 form from the Texas Ethics Commission available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.



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

ADDENDUM NO. 3

Question: Will the Q&A be published as an Addendum that we are to acknowledge and submit with our SOQ?

- A. Yes, the Q&A will be published as an Addendum on the City of Dripping Springs website on the Request for Bids, Proposals, and Qualifications page: [Requests for Bids, Proposals, and Qualifications | Dripping Springs, TX \(cityofdrippingsprings.com\)](#).

Question: How would the City like for the bidders to acknowledge the addenda?

- A. A simple acknowledgement of each addendum (by numbers) in the cover letter or a signed copy of the addenda is sufficient.

END REVISIONS

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

Revised By:

Andrew Binz
Parks and Community Services Director

Addenda Acknowledgement

APPENDIX “D”

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON
A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Engineering Services (“Agreement”) is entered into by the **City of Dripping Springs** a **General Law City** of the State of **Texas** (“Client”), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation (“Planner/Landscape Architect”) for the provision of professional planning and landscape architecture services by Planner/Landscape Architect to Client. Client and Planner/Landscape Architect may be collectively referred to as the “Parties” or individually as a “Party”.

WITNESSETH:

For the mutual promises and benefits herein described, Client and Planner/Landscape Architect agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties (the “Effective Date”) and shall continue in effect thereafter until terminated as provided herein.

II. SERVICES TO BE PERFORMED BY PLANNER/LANDSCAPE ARCHITECT. Planner/Landscape Architect shall provide to Client planning/landscape architecture services as described in the scope of services attached hereto and fully incorporated herein as **Appendix “A” to the Agreement.** (the “Scope of Services”).

- a. **Independent Contractor Status.** Planner/Landscape Architect shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
- b. **Standard of Care.** Planner/Landscape Architect shall perform the services with the normal and customary standard practices of the profession ordinarily used by members of the professional under similar circumstances at the same time and in the same locality where the services are to be performed (the “Standard of Care”).
- c. **Timeliness of Performance.** Planner/Landscape Architect shall perform the services hereunder with due and reasonable diligence consistent with the Standard of Care.
- d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Planner/Landscape Architect’s personnel, or any personnel, professionals and/or consultants retained by Planner/Landscape Architect, Client shall notify Planner/Landscape Architect in writing of such objection providing reasonable details concerning Client’s objections. Thereafter, Planner/Landscape Architect shall promptly propose substitutes to Client. Upon Client’s mutual agreement, Planner/Landscape Architect’s compensation shall be equitably adjusted to reflect any difference in Planner/Landscape Architect’s costs occasioned by such substitution.

III. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Planner/Landscape Architect receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.

- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Planner/Landscape Architect's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Planner/Landscape Architect of nonpayment, Planner/Landscape Architect shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Planner/Landscape Architect in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Planner/Landscape Architect and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Planner/Landscape Architect with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Planner/Landscape Architect's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Planner/Landscape Architect's services for Client; (iv) make prompt payments in response to Planner/Landscape Architect's statements; and (v) respond in a timely manner to requests from Planner/Landscape Architect. Planner/Landscape Architect is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Planner/Landscape Architect may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Planner/Landscape Architect for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Planner/Landscape Architect's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Planner/Landscape Architect's final invoice, pay Planner/Landscape Architect for all services rendered and all costs incurred up to the date of Planner/Landscape Architect's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

- a. **License to Client.** Upon Planner/Landscape Architect's completion of services and receipt of payment in full, Planner/Landscape Architect grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Planner/Landscape Architect's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and

maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Planner/Landscape Architect. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Planner/Landscape Architect, and Planner/Landscape Architect makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.

- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Planner/Landscape Architect and any reuse by Client, or by those who obtain said information from or through Client, without Planner/Landscape Architect’s written consent, will be at Client’s sole risk and without liability or legal exposure to Planner/Landscape Architect or to Planner/Landscape Architect’s employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively “Planner/Landscape Architect’s Affiliates”).
- c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Planner/Landscape Architect and Planner/Landscape Architect’s Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Planner/Landscape Architect to Client be deemed a sale by Planner/Landscape Architect, and Planner/Landscape Architect makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Planner/Landscape Architect be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client’s unauthorized use or reuse of the Deliverables.
- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Planner/Landscape Architect. In the event of a conflict between the signed original documents prepared by Planner/Landscape Architect and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Planner/Landscape Architect:
Halff Associates, Inc.
Attn: Legal Department
1201 North Bowser Road
Richardson, TX 75081-2275
Telephone: 214-346-6200
With copies to legalhelp@halff.com

To Client:
City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
Telephone: 512-858-4725

VIII. INSURANCE. Planner/Landscape Architect shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Planner/Landscape Architect shall submit to Client a certificate of insurance prior to commencing performance of the services for Client.

IX. DISPUTE RESOLUTION.

- a. **"Dispute"** means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Planner/Landscape Architect. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Hays County, Texas.

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Planner/Landscape Architect is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

- a. **No Individual Liability.** In no event shall Planner/Landscape Architect's individual employees,

Agreement For Professional Services (Public Client-Defined Scope Basis)
Revised 1 April 2024

Client Initial / Date

City of Dripping Springs
Professional Services Agreement

Half Associates, Inc.
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consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND PLANNER/LANDSCAPE ARCHITECT, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF PLANNER/LANDSCAPE ARCHITECT AND PLANNER/LANDSCAPE ARCHITECT 'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED PLANNER/LANDSCAPE ARCHITECT 'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Planner/Landscape Architect after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

- a. **Betterments.** If a component of the Project is omitted from Planner/Landscape Architect's Deliverables due to the breach of this Agreement or negligence of Planner/Landscape Architect, Planner/Landscape Architect will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Planner/Landscape Architect's Deliverables. Notwithstanding the foregoing, Planner/Landscape Architect will be responsible only to the extent necessary to place Client in the same position it would have been but for Planner/Landscape Architect's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Planner/Landscape Architect, Planner/Landscape Architect will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT PLANNER/LANDSCAPE ARCHITECT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO PLANNER/LANDSCAPE ARCHITECT'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Planner/Landscape Architect without the prior written consent of the other Party.

XIV. WAIVER. Any failure by Planner/Landscape Architect to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Planner/Landscape Architect may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Standard Form of Agreement and the Scope of Services, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Planner/Landscape Architect. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by an authorized representative of each Party.

XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XVIII. SIGNATORIES. Client and Planner/Landscape Architect mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Planner/Landscape Architect, respectively, has full authority to execute this Agreement and bind the entity so represented.



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: September 3, 2024.

Agenda Item Wording: **Discuss and consider approval of a resolution denying Texas Gas Service Company’s proposed rate request at the City level.**

Agenda Item Requestor: Laura Mueller, City Attorney

Summary/Background: On June 3, 2024, Texas Gas Service Company (“TGS” or “Company”) a Division of ONE Gas, Inc. (“ONE Gas”), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas (“RRC”) and in all municipalities exercising original jurisdiction within the incorporated areas of the Central-Gulf Service Area (“CGSA”), effective July 8, 2024.

TGS sought to increase its revenues in the CGSA by \$25.8 million, which is an increase of 9.83% including gas costs, or 15.59% excluding gas costs. TGS is also requesting: (1) approval of new depreciation rates for certain plant within the CGSA; (2) a finding that expenses for Winter Storm Uri and COVID-19 that are contained in regulatory assets authorized by the RRC are reasonable, necessary, and accurate; (3) a prudence determination for capital investment made in the CGSA through December 31, 2023; (4) approval to include Excess Deferred Income Taxes (“EDIT”) in base rates, with discontinuance of the EDIT Rider to return EDIT to customers; and (5) approval to recover the reasonable rate case expenses associated with the filing through a surcharge.

The Company’s new proposed tariff includes: (1) a new Small and Large Residential rate design and related rate schedules based on customer usage patterns; (2) a new Small and Large Commercial rate design and related rate schedules based on customer usage patterns; (3) a new Renewable Natural Gas Credits program rate schedule; (4) new rate schedules for a rate case expense surcharge; and (5) certain revisions to the Company’s Rules of Service.

On June 18, 2024, City Council suspended TGS’s rate request from taking effect for 90 days, the fullest extent permissible under the law, until October 4, 2024. This time period has permitted the City, through its participation in a coalition of similarly situated cities (“TGS Cities”), to determine that the

proposed rate increase is unreasonable. Consistent with the recommendations of experts engaged by TGS Cities, TGS’s request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by TGS.

Commission Recommendations:

N/A

Recommended Council Actions:

Approve Resolution denying Texas Gas Service Company’s proposed rate request at the City level.

Attachments:

Resolution 2024-R018.

Next Steps/Schedule:

Notify Texas Gas Service Company and law firm representing City.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2024-R018

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS DENYING TEXAS GAS SERVICE COMPANY'S REQUESTED RATE INCREASE; REQUIRING THE COMPANY TO REIMBURSE THE CITY'S REASONABLE RATEMAKING EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND THE CITY'S LEGAL COUNSEL.

WHEREAS, the City of Dripping Springs, Texas ("City") is a gas utility customer of Texas Gas Service Company ("TGS" or "Company"), a Division of ONE Gas, Inc., and is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and has exclusive original jurisdiction over TGS's rates, operations, and services within the City; and

WHEREAS, the City cooperated with a coalition of similarly situated cities served by the Company that have joined together to facilitate the review and response to natural gas issues affecting rates charged in TGS's Central-Gulf Service Area ("TGS Cities"); and

WHEREAS, on or about June 3, 2024, the Company filed a Statement of Intent to increase gas rates in all municipalities exercising original jurisdiction within the incorporated areas of the Central-Gulf Service Area; and

WHEREAS, TGS proposed July 8, 2024, as the effective date for its requested increase in rates; and

WHEREAS, the City passed resolution No. 2024 R-008 to suspend the effective date of TGS's requested rate increase for the maximum period allowed by law, until October 4, 2024; and

WHEREAS, TGS Cities hired and directed legal counsel and consultants to prepare a common response to the Company's requested system-wide rate increase, which resulted in a conclusion that TGS's rates are not reasonable and a recommendation that the rate request be denied; and

WHEREAS, the GURA § 103.022 provides that costs incurred by TGS Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

- 1. Finding of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.

- 2. **Denial of Proposed Gas Rates:** That the rates proposed by TGS to be recovered through its gas rates charged to customers located within the City limits are hereby found to be unreasonable and shall be denied.
- 3. **Continuation of Existing Rates:** That the Company shall continue to charge its existing rates to customers within the City and that said existing rates are reasonable.
- 4. **Reimbursement:** That the City’s reasonable rate case expenses shall be reimbursed by the Company.
- 5. **Effective Date:** The resolution shall be effective from and after its approval and passage.
- 6. **Meeting:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.
- 7. **Notice:** A copy of this Resolution shall be sent to TGS representatives Judy Hitchye and Anthony Brown, Texas Gas Service Company, Barton Skyway IV, 1301 S. Mopac, Suite 400, Austin, Texas 78746 (Judy.Hitchye@onegas.com; Anthony.Brown@onegas.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

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



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

Submitted By: Aniz Alani, Deputy City Attorney

Council Meeting Date: September 3, 2024

Agenda Item Wording: **Discuss and consider termination of the Use Agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club governing access to multi-use trails at Dripping Springs Ranch Park.**
Sponsor: Council Member Sherrie Parks.

Agenda Item Requestor:

Summary/Background: At a meeting between members of the Dripping Springs Mountain Bike Club (“Club”) Board and City staff on August 15, 2024 to discuss a new form of agreement to replace the 2016 current agreement allowing access to multi-use trails at Dripping Springs Ranch Park for mountain bike training.

Under the terms of the proposed new agreement, the Club would maintain a roster of registered members, pay a \$100 annual use fee per biker in lieu of performing trail maintenance, distribute tags to be attached to registered member’s bikes while using the trails, attend an annual orientation session, and collect waivers from each member, and provide volunteer service in lieu of reimbursing the arborist expenses at a rate equivalent to \$20/hour.

The Club stated that the new agreement proposed by the City was unacceptable to them. Instead, the Club’s Board advised that it wished to end its relationship with the City and relocate its training activities elsewhere.

The Club’s Board also indicated that it would provide the City with its proposal for settling the City’s outstanding claim for arborist expenses incurred in connection with the Club’s unauthorized modifications to the trails in April 2024.

On August 28, 2024, the Club wrote to the City denying responsibility for the full extent of the \$5,425 in arborist expenses incurred by the City. The Club proposed to pay \$600 toward these expenses. Finally, the Club indicated its intention to “return to regular citizen access without exclusive use”.

Options for Council's Consideration

There are five issues for Council's direction:

1. Termination of the current use agreement;
2. Settlement, if any, of the City's outstanding claim;
3. Absent a negotiated settlement, potential options for enforcing the contractual indemnity under the current use agreement;
4. Possible restrictions of use of the DSRP trails for mountain biking, including limiting use to individuals or groups with an approved waiver agreement with the City covering, for example, safety orientation, waiver of liability, times of use, and user fees; and
5. Direction to staff to negotiate future agreement governing access to multi-use trails at Dripping Springs Ranch Park.

Commission Recommendations:

N/A

Recommended Council Actions:

Termination of the Use Agreement.
Discussion and possible direction on other items.

Attachments:

2016 Joint Use Agreement for Mountain Bike Trails
August 26, 2024 letter from DSISD
August 27, 2024 letter from Club
Arborist scope of work and costs

Next Steps/Schedule:

Notification to the Dripping Springs Mountain Bike Club of any decisions.
If approved, draft and approval of updated policies and ordinances related to use of the trails at the Dripping Springs Ranch Park.

JOINT USE AGREEMENT *for Mountain Bike Trails*

This Joint Use Agreement for the utilization of bicycle trails at Dripping Springs Ranch Park (“Agreement”) is between the City of Dripping Springs (“City”), and the Dripping Springs Mountain Bike Club (“Club”). In this Agreement, the City and Club are sometimes individually referred to as a “Party”, and collectively referred to as the “Parties”.

RECITALS:

- WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) authorizes and encourages the use, construction, designation, and maintenance of mountain bike trails to promote the health and general welfare of the community; and
- WHEREAS,** the City of Dripping Springs (“City”) owns, manages, and operates park lands and facilities for the recreational use of the public;
- WHEREAS,** the City is the owner of real property in the City, including Dripping Springs Ranch Park (“DSRP”), trails and active use areas that are capable of being used by the Team for mountain biking purposes; and
- WHEREAS,** this project authorized by the City includes the construction and maintenance of mountain biking trails in DSRP; and
- WHEREAS,** under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and
- WHEREAS,** the City Council finds that the creation of mountain bike trails will increase tourism and revenue to the City; and
- WHEREAS,** subject to the terms and conditions hereinafter stated, City and Club agree to the joint use of the trails; and
- WHEREAS,** the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1. GENERAL

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

- 1.2. Cooperation.** Each of the Parties is lawfully entitled to utilize the type of trails described in this Agreement, and is therefore allowed to cooperate with the other Party for the mutual use of the trails.

ARTICLE 2. DEFINITIONS

Key terms in this Agreement are defined below. Certain other capitalized terms have the meanings given in the Recitals of this Agreement where first used.

- (a) **City:** The City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
- (b) **City Administrator:** The chief administrative officer of the City, or the officer's designee.
- (c) **City Council:** The governing body of the City of Dripping Springs.
- (d) **Co-Sponsor:** A person that is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- (e) **Dripping Springs Mountain Bike Club:** non-profit organization directed towards middle and high school students that promotes mountain biking.
- (f) **Park:** A public area which includes Dripping Springs Ranch Park located at: 1042 Event Center Drive, Dripping Springs, Texas, 78620.
- (g) **Trails:** Multi-use trails in Dripping Springs Ranch Park designated as such by Dripping Springs Ranch Park Manager or City Administrator.

ARTICLE 3. TERM

- 3.1. Effective Date.** This Agreement shall be effective on the date upon which the binding signatures of all Parties to this Agreement are affixed.
- 3.2. Duration.** This Agreement shall be in effect for an initial term of one year, after which it will automatically renew for successive one-year periods unless: (a) A Party provides the other party with written notice of the intention not to renew the Agreement 90 days prior to end of the then-current year term; or (b) terminated as provided below.
- 3.3. Termination:** This agreement may, by written notice given in the manner hereafter provided, be terminated by:
- a. Either Party with written notice 90 days prior to the termination date;
 - b. Mutual written consent of the Parties;
 - c. City if a default or breach shall be made by Club with respect to the due and timely performance of any of its covenants and agreements contained herein; or

- d. Club if a default or breach shall be made by City with respect to the due and timely performance of any of its covenants and agreements contained herein.

ARTICLE 4. OBLIGATIONS

4.1. City's Obligations.

- (a) City agrees to allow Club the use of the Trails for purposes of practicing for competitions.
- (b) City shall take reasonable steps to ensure that waste is not performed upon the Trails, and that any damage to the Trails is limited to reasonable wear and tear.
- (c) The City shall, keep and maintain the Park free of all trash, graffiti, vandalism, weeds and debris, and at all times in an orderly, clean, safe, and sanitary condition. The City shall keep the Park adequately lighted and under surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public.
- (d) The City shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, City's use of the Premises.

4.2. Club's Obligations.

- (a) Club agrees to construct, maintain, and repair the Trails in a good and usable condition during the term of this Agreement. Proposed new trails must be approved by the DSRP Manager or City Administrator before commencing work.
- (b) Club shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the construction of the Trails described in this Agreement and in accordance with the plan (if any) and other Agreement documents to conduct the installation required under this Agreement in an efficient manner.
- (c) Club shall provide supervision of all work crews while performing the Work. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times.
- (d) Club shall take reasonable steps to ensure that waste is not performed upon the City Trails, and that any damage to the Trails is limited to reasonable wear and tear. Costs incurred by the City to repair or replace any destruction, damage or injury to Trails during the Club's use of the Trails shall be paid for by Team within thirty (30) days of Club's receipt of an invoice from the City.
- (e) Club shall exercise reasonable care and due diligence to avoid harming City property.

- (f) The expense of any and all maintenance, operation expenses and or relocation of said Trails shall be born solely by the Club.
- (g) Obey all laws, rules, regulations, and terms of the Lease, and of the use, condition, and occupancy of the Leased Premises, including the rules and regulations of the Park, if any, as amended.
- (h) The Club shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, Club's use of the Trails.

ARTICLE 5. PERMITTED USES

5.1. Club Use.

The Club shall be entitled to the exclusive use of the Trails for the Club's practice location and be the official home trail of the Club.

5.2. City Use.

At all other times, the City and third parties authorized by the City will be entitled to use the Trails for community recreational and educational purposes.

ARTICLE 6. GENERAL PROVISIONS

- 6.1. Scheduling.** The schedule for the parties' joint use of the Trails will be coordinated by the Dripping Springs Ranch Park Manager, and the Coach, Lance Thornton, for the Club, who will communicate routinely throughout the term of this Agreement.
- 6.2. Insurance.** Each Party will maintain their own liability insurance to cover the activities described by this Agreement.
- 6.3. Force Majure.** Neither City nor Club shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts must be undertaken to mitigate its effects.
- 6.4. Independent Status.** Club is independent, and is not City's employee. Club employees or subcontractors are not City's employees. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.
- 6.5. Indemnification.** Club shall defend, indemnify, and hold City, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any

and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Club or Club's agents, employees, subcontractors, invitees, guest or trespasser in the performance of Club's obligations under this Agreement, no matter how, or to whom, such loss may occur.

- 6.6. Notice.** All notice and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

City of Dripping Springs
 Attn: City Administrator
 P.O. Box 384
 Dripping Springs, Texas 78620

Dripping Springs Mountain Bike Club

Lance Thornton

10108 Little Creek Circle

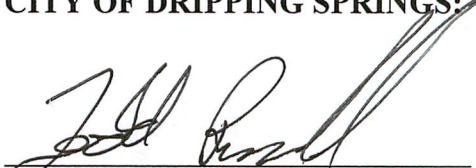
Dripping Springs, TX 78620 512-560-7803

- 6.7. Waiver.** No covenant or condition of this Agreement may be waived without consent of the Parties.
- 6.8. Exclusive Agreement.** This document constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.
- 6.9. Severability.** Should any of the clauses, sentences, paragraphs, sections or parts of this Agreement be deemed invalid, unconstitutional, or unenforceable by a court or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Agreement.
- 6.10. Assignment.** The Parties each hereby bind themselves, their successors, assignees and legal representatives to each other with respect to the terms of this Agreement. This Agreement, any part thereof, or any interest herein shall not be assigned by Club without the express written consent of the City.
- 6.11. Authority to Act.** The Parties each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.
- 6.12. Venue and Enforcement.** This Agreement shall be enforceable in Dripping Springs, Texas, and if legal action is necessary by any of the Parties with respect to the enforcement of any or all of the terms or conditions of this Agreement, exclusive venue

for same shall lie in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

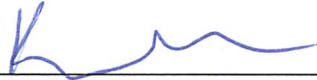
IN WITNESS WHEREOF, the Parties to these presents have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:


by: 
Todd Purcell, Mayor

Date Signed: 6-10-16

ATTEST:

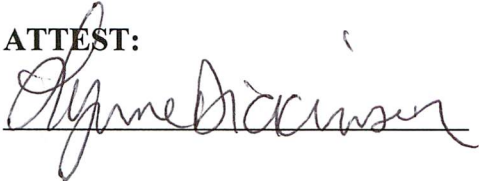
by: 
Kerri Craig, City Secretary

DRIPPING SPRINGS MOUNTAIN BIKE CLUB:

by: 

Date Signed: 6-2-16

ATTEST:

by: 

August 26, 2024

Mayor Bill Foulds, Jr.
City of Dripping Springs
511 Mercer Street
Dripping Springs, TX 78620

Subject: Dripping Springs Mountain Bike Club

Dear Mayor Foulds:

Thank you for reaching out for clarification of Dripping Springs ISD's affiliation with Dripping Springs Mountain Bike Team. It is our understanding that the group is a local non-profit 501(c)(3) organization registered to a private address and governed by a Board of Directors unaffiliated with the DSISD School Board. A brief search of IRS records and Texas Comptroller of Public Accounts records shows that the entity referred to as the "Dripping Springs Mountain Bike Club" is indeed a non-profit entity (EIN: 81-0780662 and Texas Taxpayer ID # 32060063370). While members may also be enrolled in DSISD, that team is composed of other individuals who are not enrolled at the District. As such, any oversight of the group would be beyond our scope. Furthermore, our Board Policy FNAB (LOCAL) indicates that "Noncurriculum-related student groups shall not be sponsored by the District and shall in no way imply to students or to the public that they are school-sponsored."

I appreciate the group for providing students a safe place to learn about and participate in mountain biking; however, Dripping Springs ISD does not have any affiliation with the group. I expect DSISD students and families may participate in club activities during their personal time; however, the practices, races, and events are not sponsored by the school district nor do we employ any of the coaches or sponsors.

If you or any of your committee members have any questions, please contact me at (512) 858-3002 or by email at superintendent@dsisdtx.us.

Sincerely,



Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs ISD

8/27/2024

To Dripping Springs Ranch Park and Dripping Springs City Council,

The Dripping Springs Mountain Biking Club (DSMBC) is a non-profit 504 c(3) organization serving students in the Dripping Springs area. The DSMBC first signed the Joint Use Agreement with the City of Dripping Springs (City) in June of 2016 based on the development of new multi-use trails for the city, that would be built and maintained by mountain bikers. This Agreement set out obligations and responsibilities for both parties regarding the use and maintenance of the trails at the Dripping Springs Ranch Park (DSRP).

The DSMBC and the City operated under this automatic renewal agreement for nearly eight years without any issues regarding trail maintenance or use. During that time DSMBC provided considerable volunteer time maintaining the trails that are used by the public, with over 276 volunteer hours recorded over the last 2 years alone.

On April 24, 2024 the City informed DSMBC that the City believed there had been unauthorized modifications to the trails that violated the terms of the Joint Use Agreement. The same day, members of the DSMBC arrived on site to help mitigate the situation. The next day, April 25th, a DSMBC board member pursued a walk-through of the trails in question with City employees and discussed the situation. At that time the DSMBC offered to have the students grow through the experience by cleaning up the area in question to remediate the issues. The city employees and board members agreed that would be the best course of action.

The following week on April 30th the DSMBC met with DSRP and offered again to take kids immediately to remedy the trails in question. DSRP gave a firm "cease all trail work" order and denied the team to return to the trails to help mitigate. At the time DSRP gave a presentation that showed multiple pictures. The presentation showed damage in the pictures unrelated to the unsanctioned trail in question and included storm damage and regular tree maintenance. DSMBC made an email request on May 3rd to DSRP to remove the pictures that were from storm damage. Including these pictures exaggerated the degree of the damage and was inaccurate to the situation, painting a picture far worse than the reality of the damage. This same report was given to the city council for the May 7th meeting without complying to the DSMBC request.

The City solicited a tree service the morning after the trail work on April 24th and signed a contract with the tree service May 7th. A report from Bartlett Tree Experts was prepared on May 10, 2024. The Bartlett report covered a wide range of reported improper pruning that varied in age and inventoried 79 trees covering a wide swath of

the DRSP property. The scope of coverage regarding improper pruning in this report differs from the discussions had between the City and DSMBC in April and the student conduct in question.

Throughout this process the DSMBC, both coaches and students, remained ready to assist in the remediation process. The DSMBC also appeared at a Council meeting on May 7th, 2024 to again express the team's desire to resolve this situation. The DSMBC expressed this to City employees and to the City Council in writing stating "we welcome the city staff to help train us in proper trail care." The team leaders and parents were surprised by the City's response that seemed to suggest the students' actions, after nearly eight years of care, were somehow malicious. The DSMBC members were also shocked to hear that City officials appeared to suggest the students should be punished in some form.

It is clear that the students did not behave with any ill intent. Quite the opposite, these students have maintained these trails for eight years to be used by bike riders, horse riders and other members of the public. Use the City has benefited from for years.

After meeting with the City and expressing that the proposed scope of damage was problematic and appeared to overstate the damage related to the new trail, the DSMBC continued to suggest both allowing the team members to assist in remediation and to secure another estimate, as stated during the 21st of May City Council meeting. However, the City had previously entered into an agreement with Bartlett and without consulting with the DSMBC and engaged Bartlett to conduct this work only three days after their estimate was completed on May 10th. This provided DSMBT no opportunity to address remediation under the Use Agreement.

Naturally, when presented with a notice of costs for \$5,425 the DSMBC was stunned. DSMBC is a non-profit volunteer organization for the benefit of Dripping Spring's children. A non-profit that has devoted thousands of hours of labor to maintaining the city's property for eight years. The city's position on this was baffling to all those involved.

The City subsequently proposed a revision of the Use Agreement with onerous conditions for use, including licensing fees, that would abrogate the costs that the City alleges are owed, but that would attach use restrictions and costs on the DSMBC that are unwarranted and selectively punitive. The DSMBC has told the City that, despite the difficulty in no longer having a use agreement for DSRP, the DSMBC does not see a way forward with the City based on the City's actions. The City has asked the DSMBC to suggest what the DSMBC thinks is an appropriate settlement.

First, the DSMBC does not believe that it is liable for any of the costs that the City alleges. This belief is based on the city forfeiting due diligence of collecting bids or allowing the team to do the work themselves, as offered many times, along with a disagreement on the scope of work. The best resolution here is to mutually agree to end the Use Agreement and hold harmless both parties for any future obligations without any other consideration.

However, in the interests of amicably resolving this issue, and because the DSMBC has consistently agreed that a few students did endeavor to create an unauthorized trail, DSMBC is willing to compensate for the activity that was limited in scope and time and is not accurately reflected in the Bartlett report. Based on DSMBC's review of the circumstances, considering the team would have done the labor for free, the reasonable portion of the remediation in the report based on DSMBC student's actions is \$600.

To resolve these issues and have both parties move on, DSMBC is willing to contribute this amount and end the Use Agreement, and return to a regular citizen access without exclusive use.

We look forward to hearing from the City on this proposed resolution.

Sincerely,

Dripping Springs Mountain Bike Club Board



Client: 8133859

Printed on: 4/10/2024

Created on: 4/10/2024

City of Dripping Springs
 Attn: Ginger Faught
 511 Mercer Street
 PO Box 384
 Dripping Springs, TX 78620
 E-Mail Address: gfaught@cityofdrippingsprings.com

Bartlett Tree Experts
 Michael Embesi - Representative
 2403 Howard Lane
 Austin, TX 78728
 Business: 512-826-0452
 E-Mail Address: membesi@bartlett.com

NOTICE TO CLIENT:

Bartlett Tree Experts has entered this property for the specific purpose of writing this proposal, pursuant to the owner's request. Bartlett Tree Experts makes no warranties and accepts no responsibility regarding the potential risks involving any trees on this property. Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions related to your trees and shrubs. THIS IS NOT AN INVOICE.

Thank you for selecting the Bartlett Tree Expert Company to provide you with scientific tree and shrub care. This proposal is based on my knowledge and inspection of your trees and shrubs. Your decision to employ Bartlett, as the contractor for this work will ensure that certified tree experts and arborists are available to consult with you on all phases of protecting and maintaining the trees and shrubs on your property.

EXECUTIVE SUMMARY:

Work Group	Recommendation	Number of Trees	Amount
Consulting	Consultation		\$1,500.00
	TOTAL FOR 'Consulting'		\$1,500.00
	TOTAL AMOUNT:		\$1,500.00

Consulting:

Consultation

SCOPE OF WORK

Bartlett Tree Experts will provide arboricultural consulting services in the form of a Consultation for trees designated by the client located at 511 Mercer Street, PO Box 384, Dripping Springs, TX 78620.

Bartlett Tree Expert's service will conclude upon delivery of the agreed upon final work product.

Arborist Notes:

Client: 8133859

Printed on: 4/10/2024

Created on: 4/10/2024

- In anticipation of needed tree consultation, and only when requested, this service is offered in instances where the client would like tree and/or regulatory expertise. Client is responsible for payment of costs incurred and disbursements made on client's behalf, including time spent preparing, traveling, emailing and meeting to resolve your tree related matters. This estimate includes 10 hours of additional consulting time for ancillary needs charged at \$150/hour, not to exceed \$1,500 without authorization. Client will not be billed for unused consulting time.

Amount: \$1,500.00

Total Amount: \$1,500.00

Thank you for the confidence you place in the Bartlett Tree Expert Company. If you have any questions about my recommendations, please feel free to contact me. Please sign below to approve the items listed in the proposal and send or fax a copy to our office. If not all items are selected at this time, please designate the portions you have selected and I will schedule the treatments accordingly.

Thank you,

CONDITION OF PROPOSAL:

This offer is valid for 45 days. Unless accepted, our offer will be considered withdrawn after 45 days.

Before entering into this agreement, the owner/client must inform Bartlett Tree Experts of any additional requirements that may affect the work or proposal pricing (such as the owner/client's contractual terms, the owner/client's insurance requirements, or the owner/client's timing requirements of the work). Bartlett Tree Experts reserves the right to terminate the contract, without penalty, and submit a revised proposal and pricing if the owner/client presents additional requirements after they have accepted the original proposal.

All information provided by Bartlett Tree Experts, pursuant to the Scope of Work, will be based on the conditions and characteristics of the tree(s), shrub(s), vegetation, or other criteria observed at the time of the inspection or in fulfillment of the assignment. Bartlett Tree Experts can make no guarantees or warranties of any kind that all conditions or defects will be observed, detected, or factored into the overall report or recommendations, nor does it accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was inventoried, inspected, or present during the fulfillment of the assigned work; or not.

In addition, to the fullest extent permitted by law, the owner/client agrees to indemnify and hold harmless Bartlett Tree Experts from any third party lawsuits or claims based on the past, present, or future conditions of the owner/client's trees, or decisions made by the owner/client regarding the trees, or injuries or damages caused by any future tree or tree part failures, which are under the ownership and control of the owner/client, that Bartlett Tree Experts may suffer as the result of any negligent action, inaction, or

Client: 8133859

Printed on: 4/10/2024

Created on: 4/10/2024

decisions made by the owner/client regarding the trees.

The owner/client also understands and acknowledges that the proposed services described in the Scope of Work are not intended to provide a Tree Risk Assessment as defined by industry standards. The owner/client should not infer that any information contained in, or absent from, the accompanying inspection, report, or deliverable material is meant to declare a tree or group of trees to be "safe" or the risk of failure mitigated in any way.

NEED FOR FUTURE INSPECTIONS

It shall be the responsibility of the owner/client to ensure that a qualified arborist inspects all trees annually, or after any major weather event, to monitor the risk associated with the trees on the aforementioned property.

SCHEDULE OF WORK PROPOSED:

Once accepted and scheduled, Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of the service or services offered.

Upon acceptance of this proposal, this work can be scheduled to take place during the week/weeks of 4/10/2024 and should be completed by 4/10/2024.

SCHEDULE OF PAYMENT:

Bartlett Tree Experts offers to perform the work specifications at the work location listed above at the following rates:

Owner agrees to pay a total price of: \$1,500.00

NOTICE OF RIGHT TO CANCEL:

You, the client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Bartlett Tree Experts, in writing of your intent to do so, referencing the work location and project.

ADDITIONAL TERMS AND CONDITIONS:

After reviewing the terms and conditions attached, which become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference. Should you have any questions or need further information, please contact me directly at <cell phone>.

Client: 8133859

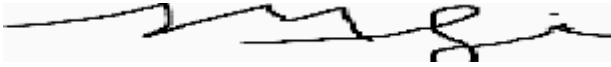
Printed on: 4/10/2024

Created on: 4/10/2024

OFFER:

Bartlett Tree Experts will perform the above referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature:



Date:

4/10/2024

Printed Name:

Michael Embesi

AUTHORIZATION TO PROCEED:

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature:

Date:

Printed Name:

General Terms Commercial

The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1 TREE RISK

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2 THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

2.2 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site

begins and ending when the performance on the site concludes.

2.3 Compliance

- (a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.
- (b) The Client is responsible for obtaining and paying for all required local permits.

2.4 Access over Roads, Driveways, and Walkways

- (a) The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.
- (b) The Client acknowledges that Bartlett Tree Experts is not responsible for damage to driveways, walkways, septic tanks, wells, underground irrigation, and other human-made surface or subsurface features caused by Bartlett Tree Experts trucks and equipment accessing, and being present in, areas where the Work is performed.

2.5 Access through a Dwelling or Building

If the Work requires access through the interior of the Client’s dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

2.6 Concealed Features

- (a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives (“**Concealed Features**”). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.
- (b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.

General Terms Commercial

- (c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.

2.7 Potential Harm to Animals

The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris. The client is responsible for ensuring that pets and other animals are kept from any area where debris created during the Work is present until such time as exposure of any remaining debris to the elements has sufficiently reduced the risk of harm to animals.

2.8 Weather-Event Damage

The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.

2.9 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.10 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a

lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.11 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

2.12 Tree Removal and Pruning

- (a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.
- (b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.

2.13 Trees Infested with Emerald Ash Borer

- (a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree was written, and the time that the work is scheduled for completion.
- (b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access,

General Terms Commercial

climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.

2.14 Tree Care Maintenance or Recurring Programs

- (a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.
- (b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.
- (c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.

2.15 Stump Grinding

- (a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.
- (b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.
- (c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.

2.16 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in

understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

2.17 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,
- (b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.18 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

2.19 Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.
- (b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it

General Terms Commercial

will be the Client's responsibility to remove and dispose of the signs.

- (c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.
- (d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.
- (e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.

2.20 **Schedule of Plant Health Care or Soil Care and Fertilization Treatments**

- (a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.
- (b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.
- (c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.

2.21 **Integrated Pest Management**

- (a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and

disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.

- (c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.22 **Trees in Poor Health or a Severe State of Decline**

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

2.23 **Fruit-Reduction Treatment**

If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.

2.24 **Fruit Tree or Crop Treatment**

If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.

2.25 **Tick, Mosquito, or Biting Fly Treatment**

The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitos, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.

2.26 **Termite or Wood Destroying Organism Treatment**

- (a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan termites or any other wood destroying organism from any

General Terms Commercial

tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.

- (b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.

2.27 Plant Nursery Services

If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.

2.28 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

2.29 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

2.30 Snow Removal

- (a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.

- (b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.

- (c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.

2.31 Installing Lights

If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).

2.32 Tarpaulins

The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.

2.33 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

General Terms Commercial

2.34 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the Work that have been completed and all reasonable costs Bartlett has incurred in preparing to perform the remainder of the Work.

2.35 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 DISPUTE RESOLUTION

3.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

3.2 Limitation of Liability

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

Article 4 MISCELLANEOUS

4.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all

decisions related to the safety of each respective tree, shrub, and turf area.

- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

4.2 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the scope of the Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

4.3 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

4.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

4.6 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.





Client: 8133859

Printed on: 5/13/2024

Created on: 5/13/2024

City of Dripping Springs
 Attn: Michelle Fischer
 511 Mercer Street
 PO Box 384
 Dripping Springs, TX 78620
 E-Mail Address: gfaught@cityofdrippingsprings.com

Bartlett Tree Experts
 Michael Embesi - Representative
 2403 Howard Lane
 Austin, TX 78728
 Business: 512-826-0452
 E-Mail Address: membesi@bartlett.com

NOTICE TO CLIENT:

Bartlett Tree Experts has entered this property for the specific purpose of writing this proposal, pursuant to the owner's request. Bartlett Tree Experts makes no warranties and accepts no responsibility regarding the potential risks involving any trees on this property. Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions related to your trees and shrubs. THIS IS NOT AN INVOICE.

Thank you for selecting the Bartlett Tree Expert Company to provide you with scientific tree and shrub care. This proposal is based on my knowledge and inspection of your trees and shrubs. Your decision to employ Bartlett, as the contractor for this work will ensure that certified tree experts and arborists are available to consult with you on all phases of protecting and maintaining the trees and shrubs on your property.

EXECUTIVE SUMMARY:

Work Group	Recommendation	Number of Trees	Amount
Tree and Shrub Work	Natural Pruning	65	\$3,925.00
	TOTAL FOR 'Tree and Shrub Work'	65	\$3,870.00
	TOTAL AMOUNT:	65	\$3,925.00

Tree and Shrub Work:

Natural Pruning

Species	Location
65 recently various species (see arborist report dated May 10)	areas identified on map within arborist report

Goals:

- Improve appearance
- Repair improper pruning

Client: 8133859

Printed on: 5/13/2024

Created on: 5/13/2024

Specifications:

- Reduce and/or remove live branches as needed, 3-12 inch diameter cut(s), growing toward modified trail
 - Remove all debris
- * Arborist may use discretion with certain pruning cuts to accomplish the client's stated pruning goals

Amount: \$3,870.00

Disposal Fee: \$55.00

Total Amount: \$3,925.00

Thank you for the confidence you place in the Bartlett Tree Expert Company. If you have any questions about my recommendations, please feel free to contact me. Please sign below to approve the items listed in the proposal and send or fax a copy to our office. If not all items are selected at this time, please designate the portions you have selected and I will schedule the treatments accordingly.

Thank you,

SCHEDULE OF WORK PROPOSED:

Once accepted and scheduled, Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of the service or services offered.

Upon acceptance of this proposal, this work can be scheduled to take place during the week/weeks of 5/13/2024 and should be completed by 5/13/2024.

SCHEDULE OF PAYMENT:

Bartlett Tree Experts offers to perform the work specifications at the work location listed above at the following rates:

Owner agrees to pay a total price of: \$3,925.00

NOTICE OF RIGHT TO CANCEL:

You, the client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Bartlett Tree Experts, in writing of your intent to do so, referencing the work location and project.

Client: 8133859

Printed on: 5/13/2024

Created on: 5/13/2024

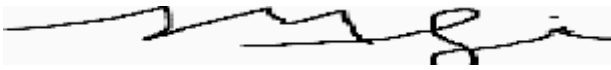
ADDITIONAL TERMS AND CONDITIONS:

After reviewing the terms and conditions attached, which become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference. Should you have any questions or need further information, please contact me directly at <cell phone>.

OFFER:

Bartlett Tree Experts will perform the above referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature:



Date:

5/13/2024

Printed Name:

Michael Embesi

AUTHORIZATION TO PROCEED:

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature:

Date:

Printed Name:

TRAIL USE AND SETTLEMENT AGREEMENT

between

City of Dripping Springs

and

Dripping Springs Mountain Bike Club

Contract No. DSM2024XXXX

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TRAIL USE AND SETTLEMENT AGREEMENT

THIS **TRAIL USE AND SETTLEMENT AGREEMENT** IS ENTERED BY AND BETWEEN THE **CITY OF DRIPPING SPRINGS** AND THE **DRIPPING SPRINGS MOUNTAIN BIKE CLUB**.

WHEREAS, the City owns, manages and operates park lands and facilities for the recreational use of the public; and

WHEREAS, the City owns real property in the City, including Dripping Springs Ranch Park, trails and active use areas that are capable of being used by the Club for mountain biking purposes; and

WHEREAS, the City and the Club entered into the 2016 Agreement governing the Club's use of Trails;

WHEREAS, during the term of the 2016 Agreement, the City incurred estimated arborist expenses of \$5,425 due to the 2024 Incident;

WHEREAS, the City and the Club wish to settle matters related to the 2024 Incident amicably without resorting to further action;

WHEREAS, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations, and in so doing to clarify, refine and replace the 2016 Agreement;

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

ARTICLE 1. GENERAL

1.1 Recitals

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

1.2 Effective Date

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

ARTICLE 2. DEFINITIONS

In this Agreement:

- (a) "**2016 Agreement**" means the into an agreement entered into between the City and the Club on June 10, 2016 governing the Club's use of the Trails;

- (b) “**2024 Incident**” means the unauthorized destruction of trees and trails at DSRP by the Club’s members on City property, as described in the City’s letter to the Club dated April 26, 2024;
- (c) “**Agreement**” means this Trail Use and Settlement Agreement;
- (d) “**City**” means the City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
- (e) “**City Administrator**” means the chief administrative officer of the City, or designee.
- (f) “**Club**” means the Dripping Springs Mountain Bike Club, a nonprofit corporation formed in the State of Texas.
- (g) “**DSRP**” or “**Dripping Springs Ranch Park**” means the public area located at 1042 Event Center Drive, Dripping Springs, Texas.
- (h) “**DSRP Manager**” means the individual designated by the City Administrator as having management responsibility for DSRP, or designee.
- (i) “**Effective Date**” has the meaning described in section 1.2 above.
- (j) “**License Tag**” means an identification tag or card provided by the City and issued by the Club to a Registered Member.
- (k) “**Orientation Meeting**” means the annual pre-season orientation meeting hosted by the City as described in section 6.1 below.
- (l) “**Parks Rules**” means Article 16.02, Division 2 of the Code of Ordinances of the City of Dripping Springs, as amended.
- (m) “**Participant Hour Tracking Sheet**” means the record of volunteer hours worked prepared and submitted in accordance with section 9.4(a) below.
- (n) “**Participation Release**” means a Participant Waiver and Release of Liability Agreement substantially in the form set out in Attachment “A”.
- (o) “**Roster**” means the roster of Registered Members and Registered Families prepared and maintained by the Club in accordance with section 4.2 below.
- (p) “**Registered Member**” means an individual who is officially listed by the Club as being authorized to exercise the privileges of trail use granted by this Agreement and on whose behalf an annual use fee is payable by the Club to the City.
- (q) “**Registered Family**” means a group of Registered Members living in the same household, related by blood, marriage, or legal guardianship.

- (r) “**Season**” means the period between October and May of the following calendar year.
- (s) “**Trail**” means a multi-use trail in DSRP designated by the DSRP Manager or City Administrator for use by mountain bike users.

ARTICLE 3. TERM

3.1 Duration

This Agreement shall be in effect for an initial term ending June 30, 2025, after which it may be renewed by mutual agreement of the Club and City Administrator for one successive one-year period. For greater certainty, this Agreement shall expire no later than June 30, 2026 unless

- (a) the Club and City Council mutually agree to extend or replace the Agreement, or
- (b) terminated as provided in section 3.2 below.

3.2 Termination

This Agreement may, written notice given in the manner hereafter provided, be terminated by:

- (a) either party with 90 days written notice;
- (b) mutual written consent of the Parties; or
- (c) either party with 10 days written notice if a default or breach shall be made by the other party with respect to the due and timely performance of any of its covenants and agreements contained herein.

ARTICLE 4. TRAIL USE

4.1 Grant of License

The City agrees to allow the Club and its Registered Members to use the Trails on a non-exclusive basis in accordance with this Agreement for the purposes of practicing for mountain bike competitions, provided that, while using the Trails, each Registered Member:

- (a) is listed on the Roster;
- (b) is carrying a License Tag issued by the Club to the Registered Member;
- (c) has attended an Orientation Meeting held in respect of the current Season; and
- (d) has provided the Club with a completed and signed Participation Release.

4.2 Club to Maintain Roster

The Club will prepare and maintain a Roster of Registered Members and Registered Families authorized to exercise the privileges of trail use granted under this Agreement, which contains:

- (a) the full name, address, and birth date of each Registered Member;
- (b) the License Tag identification number assigned to each Registered Member; and
- (c) the dates on which the Registered Member:
 - (i) was issued a License Tag;
 - (ii) attended an Orientation Meeting held in respect of the current Season; and
 - (iii) provided the Club with a completed and signed Participation Release.

4.3 License Tags

- (a) The City will provide the Club with an inventory of License Tags for each Season based on the expected number of Registered Members as determined by the City in consultation with the Club.
- (b) The Club may only issue a License Tag to a Register Member who meets the criteria in paragraphs 4.1(a), 4.1(c) and 4.1(d) above.

4.4 Annual Practice Schedule

The Club will provide the DSRP Manager with a practice schedule setting out the dates and times during which the Club's Registered Members are expected to use the Trails by the following dates:

- (a) upon execution of this Agreement in respect of the 2024/25 Season;
- (b) by August 15 in respect of each subsequent Season.

ARTICLE 5. TRAIL USE FEES

5.1.1 Trail Use Fee

The Club will pay to the City a non-pro-rated trail use fee as follows:

- (a) \$100.00 per Season, or portion thereof, during which a Registered Member who is not part of a Registered Family is listed on the Roster;
- (b) \$150.00 per Season, or portion thereof, during which a Registered Family is listed on the Roster;

5.1.2 Fee Payment

The Club shall collect the annual trail use fees from its Registered Members and remit these fees accompanied by a current roster of Registered Members and Registered Families to the City in two installments each Season:

- (a) one by December 15 representing 50% of the trail use fees payable on account of all Registered Members listed on the Roster by December 1 of the most recently commenced Season;
- (b) one by May 15 representing the remainder of trail use fees payable on account of all Registered Members listed on the Roster during the most recently commenced Season, including, subject to section 5.1.3 below, trail use fees payable on account of Registered Members and Registered Families added to the Roster after December 1 of the most recently commenced Season.

5.1.3 Changes in Family Membership

- (a) If a Registered Family is listed on the Roster by December 1 of the most recently commenced Season and only one Registered Member from the Registered Family remains listed by May 15 of the same Season, the Club shall still pay an additional \$75.00 for the Registered Family, resulting in a total fee of \$150.00 for that Season.
- (b) If a Registered Member who is not part of a Registered Family before December 1 becomes part of a Registered Family after December 1, the Club shall pay an additional \$100.00 fee for the Registered Family, resulting in a total fee of \$150.00 for the Registered Family for that Season.
- (c) If two or more Registered Members who are not part of a Registered Family before December 1 qualify for Registered Family status after December 1, the Club shall adjust the total fee to \$150.00 for that Registered Family. Any overpayment made for individual members in the first installment shall be credited towards the second installment.

ARTICLE 6. PRE-SEASON ORIENTATION MEETING

6.1 City to Provide Annual Pre-Season Orientation

At least once before each Season begins, the City will host an Orientation Meeting at DSRP to provide orientation on the following:

- (c) trail safety rules;
- (d) horse and hiker safety;
- (e) the requirement and process to report deficiencies, hazards, maintenance needs, and non-compliance with the City's Parks Rules by park patrons on the Trails; and

- (f) the definition of sanctioned Trails.

6.2 Club Representative Attendance at Orientation Meeting

The Club will cause a sufficient number of representatives to attend an Orientation Meeting before each Season as is necessary to ensure that at least one such representative who has attended the Orientation Meeting is present in a supervisory capacity while the Club's Registered Members are using the Trails.

6.3 Catch-Up Orientation Meeting

- (a) If an individual wishes to become a Registered Member after the Orientation Meeting is held for the current Season, or if an individual is unable to attend an Orientation Meeting held in respect of the current Season, the individual may watch a video recording of the Orientation Meeting and provide the Club with a signed and dated statement confirming that the individual understood the orientation information and agrees to comply with all requirements imposed by this Agreement and applicable laws.
- (b) For the purposes of paragraph 4.1(c) and subparagraph 4.2(c)(ii), an individual who completes the requirements of paragraph (a) above is deemed to have attended an Orientation Session held on the date on which the individual signs the statement described in paragraph (a).

ARTICLE 7. TRAIL MAINTENANCE

7.1 City Maintenance

The City has exclusive responsibility to maintain the Trails.

7.2 Club to Report Hazards

- (a) Each Registered Member must report to the Club any unsafe conditions and hazards observed on the Trails as soon as possible.
- (b) The Club must report to the City all unsafe conditions and hazards on the Trails reported to the Club as soon as possible.

7.3 Trail Modification Requests

- (a) The Club may submit a written request to the City to modify a Trail.
- (b) Neither the Club nor any Registered Member may modify the Trails in any way without express written consent from the DSRP Manager.

ARTICLE 8. CONCESSION STAND

8.1 City takeover of concession stand

The City will take over the use of the outdoor concession stand at DSRP.

8.2 Agreement to vacate

The Club agrees to vacate and remove any stored items from the outdoor concession stand by October 1, 2024, ensuring the space is left clean and in good condition.

ARTICLE 9. SETTLEMENT

9.1 Waiver of Costs

The City agrees not to take any action to collect the estimated \$5,425 in arborist expenses or any other costs related to the remediation of the damage caused by the Incident, provided that the Club fulfills the volunteer service requirements outlined in this Article.

9.2 Volunteer Service Commitment

- (a) The Club agrees to provide a total of 275 hours of volunteer service over the next two years, under the direction of City staff.
- (b) Volunteer activities shall be scheduled and coordinated with the City through the DSRP Manager to ensure that the work is beneficial to the City's parks and recreation areas.
- (c) All volunteer work must be completed within two years from the execution of this Agreement.
- (d) Only volunteer hours spent on work directed by the City will be counted towards this commitment.

9.3 Supervision

- (a) The Club agrees to provide at least one adult chaperone for every eight minors participating in volunteer activities.
- (b) The presence and participation of adult chaperones will count towards the required volunteer service hours.

9.4 Reporting and Verification

- (a) The Club shall keep accurate records of volunteer hours worked substantially in the form set out in Attachment "B" to this Agreement and submit these records to the City on a quarterly basis.

- (b) The City reserves the right to verify the hours and nature of the volunteer work performed.

9.5 Tolling

9.5.1 Tolling of Statute of Limitations

City and Club agree that the statute of limitations for any claims City may have against the Club related to the Incident described in the April 26, 2024, letter (the “Claims”) shall be tolled during the period beginning on the date this Agreement is executed and ending on the date that the Club fulfills its volunteer service commitment as specified in Section 2 of this Agreement.

9.5.2 Resumption of Statute of Limitations

If the Club fails to fulfill its volunteer service commitment by the deadline specified in Section 2(c) of this Agreement, the statute of limitations for any Claims shall resume running on the date of such failure, being two years from the date of execution of this Agreement.

9.5.3 Effect of Tolling

The tolling period shall not be counted towards the time limit within which City must bring any Claims against the Club. This provision is intended to preserve City's right to bring any Claims that may exist as of the date of this Agreement, notwithstanding any statute of limitations that would otherwise apply.

9.6 Default

In the event that Club fails to fulfill the volunteer service commitment as specified in this Agreement, City reserves the right to seek reimbursement for the full amount of \$5,425 in arborist expenses, in addition to any other costs incurred due to the Incident.

ARTICLE 10. FINANCIAL RESPONSIBILITY

10.1 Insurance

The Club must maintain commercial general liability insurance coverage of at least \$5,000,000 per occurrence, listing the City as an additional insured. The Club shall provide proof of such insurance to the City and ensure that the policy includes a provision requiring thirty (30) days' notice to the City prior to any cancellation or change in terms of the policy.

10.2 Indemnification

THE CLUB AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARISING OUT OF OR RESULTING FROM THE USE OF THE TRAILS BY OR ON BEHALF OF THE CLUB OR ITS REGISTERED MEMBERS.

10.3 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.

10.4 Waivers of Liability

The Club agrees to obtain a completed Participant Release, in the form attached hereto as Attachment "A", from each participant prior to their involvement in any activities under this Agreement including use of the Trails and volunteer service under Article 9 above. For minor participants, the waiver must be signed by a parent or legal guardian. The Club shall retain all signed waivers for a period of no less than five years and provide copies to the City upon request.

ARTICLE 11. GOVERNANCE

11.1 Annual Review

This Agreement will be reviewed annually by representatives of the City and the Club to determine the best procedures for accomplishing the objectives of this Agreement, clarify their roles, and react to changes in circumstances. Any changes to the Agreement shall require mutual written consent in accordance with section 12.5 below.

11.2 Notice of Changes in Club Governance

The Club will notify the City forthwith of any change in any of the following:

- (a) the Club's board of directors;
- (b) the Club's constitution or bylaws;
- (c) the Club's corporate status;
- (d) the Club's registered office address;
- (e) the Club's insurance coverage;
- (f) the Club's legal counsel.

11.3 Accuracy of Records

The Club represents and warrants that each submission of records under this Agreement, including without limitation the Roster and Participant Hour Tracking Sheets, is accurate, truthful, and verifiable. The Club acknowledges that any falsification of records may result in termination of this Agreement and potential legal action.

ARTICLE 12. MISCELLANEOUS

12.1 Assignment

Club’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.

12.2 Notice

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

For the City:

Attention: City Administrator
 City of Dripping Springs City
 P.O. Box 384
 Dripping Springs, TX 78620
 512-858-4725

For the Club:

Attention: Jon Ballard, President
 Dripping Springs Mountain Bike Club
 1677 Grassy Field Road
 Austin, TX 78737
 jon.ballard@gmail.com

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

12.3 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

12.4 Repeal

The 2016 Agreement is terminated as of the Effective Date.

12.5 Amendment

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

12.6 Governing Law

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

12.7 Venue

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

12.8 Severability

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

12.9 Execution in Counterparts

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

12.10 Waiver

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

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

THE CITY:
City of Dripping Springs

THE CLUB:
Dripping Springs Mountain Bike Club

Michelle Fischer
City Administrator

Jon Ballard
President

Date

Date

ATTACHMENT "A": Participant Waiver and Release of Liability Agreement

Participant's Name	Address
Date of Birth	City, State, ZIP
Email Address	Phone Number

Acknowledgment and Assumption of Risk

I, the undersigned participant, understand that participation in the Dripping Springs Mountain Bike Club, including but not limited to training, practice sessions, competitions, and related volunteer work (the "Activities") involves inherent risks of injury, including but not limited to personal injury, property damage, and death. I acknowledge that participation in the Activities is voluntary and that I assume all risks associated with the Activities.

Waiver and Release

In consideration of being allowed to participate in the Activities, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE "CITY") AGAINST AND FROM ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, ACTIONS, OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, WHICH MAY ARISE FROM MY PARTICIPATION IN THE ACTIVITIES.

Participant's Signature

Date

Parental Consent (for Participants Under 18)

I, the undersigned parent or legal guardian of the minor participant named above, hereby consent to his/her participation in the Activities. I have read and understand the terms of this waiver and release, and I agree to be bound by its terms, having read and understood the Acknowledgement and Assumption of Risk section of this document. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST AND FROM ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, ACTIONS, OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR RELATED TO MY CHILD'S PARTICIPATION IN THE ACTIVITIES.

Parent/Guardian Signature (if Participant is a minor)

Parent/Guardian Name

Witness to Parent/Guardian's Signature

Witness Name

**ATTACHMENT “B”:
Participant Hour Tracking Sheet**

Date	Participant Name	Start Time	End Time	Total Hours (less breaks)	Participant Signature	Club Representative Signature

TOTAL HOURS ON THIS PAGE: _____ **Accepted on behalf of the City:** _____

By signing above, each participant and club representative represents and warrants to the City of Dripping Springs that the corresponding line entry is accurate and that the hours claimed are truthful and verifiable.



DRIPPING SPRINGS
Texas

CITY ADMINISTRATOR
FULL-TIME EXEMPT

A. GENERAL PURPOSE

Under the general supervision of the Mayor and City Council, this position is the chief administrative officer of the City, and responsible for planning, organizing, directing, and coordinating all municipal activities. This includes but is not limited to providing input in strategic planning, working with departments and managers to set goals, collaborating with colleagues to implement policies and develop improvements, oversees resource allocation and budgeting. The City Administrator is responsible for the proper administration of all affairs of the City as directed by the Mayor and City Council.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Plans, organizes, and coordinates the organization of City Administration, City Staff, and City Departments to ensure a coordinated and efficient effort to meet the policies, goals and objectives established by the Mayor, City Council, Commissions, and various Committees.
2. Directs personnel matters as provided in the Personnel Manual.
3. Manages and supervises assigned operations to achieve goals within available resources; plans and organizes daily workloads and staff assignments; reviews progress and directs changes as needed.
4. Assists in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates activities with other employees and agencies as needed.
5. Works with the Deputy City Administrators in the planning, directing, management, and review of the activities and operations of the City, providing them direction, guidance, and feedback on their areas of oversight.
6. Oversees Administration, City Secretary, Legal, Municipal Court, People & Communications, and Parks & Community Services Departments.
7. Assists in carrying out Comprehensive Plan.
8. Assists City Treasurer/Finance Director in preparation of the annual budget and budget

amendments including obtaining budget input and recommendations from Commissions, Committees, and Boards.

9. Explains, interprets, and provides guidance regarding applicable codes related to lighting and sign ordinance to architects, engineers, contractors, developers, owners, and other interested parties in coordination with the Building Official and Planning Department.
10. Reviews current trends and developments and assists in preparing revisions to City ordinances and local regulations.
11. Performs research on ordinances as assigned in order to evaluate and recommend improvements to ordinances.
12. Makes recommendations and carries out the City's Legislative Program as director.
13. Resolves complex and sensitive customer service issues, either personally, by telephone or in writing. Maintains records and documents of customer service issues and resolutions.
14. Attends City Council, Commission, Committee, and Board meetings as needed, including those held outside normal business hours.
15. Works with the City Secretary to prepare agendas, review meeting minutes, and prepare resolutions and ordinances for the Council to consider.
16. Serves as support staff for the Office of the Mayor and City Council.
17. Coordinates and oversees the work of consultants hired by the Council as relates to areas of oversight.
18. Represents the City with other governmental agencies and officials.
19. Monitors the performance of departments and recommends corrective action where necessary.
20. Prepares reports and other information for submission to the Council, Commissions, Boards, and Committees. Administers and coordinates grants applied for and received by the City.
21. Performs duties and responsibilities of the Deputy City Administrators in their absence.
22. Performs all other duties as assigned.

C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Requires a High School Diploma and a degree from an accredited four-year college or university or have five (5) years of progressively responsible municipal work or any equivalent combination of education and experience.

2. Possesses considerable knowledge of modern governmental accounting principles and practices, public administration, and personnel management.
3. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.
4. Ability to communicate effectively orally and in writing.
5. Ability to handle confidential and sensitive information while maintaining confidentiality.
6. Valid Texas Driver's License and good driving record (required).

D. TOOLS AND EQUIPMENT USED

Personal computer, including Microsoft Office; email; phone; printer; copy machine; and general office equipment.

E. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee is frequently required to sit, talk, hear, use hands; and reach with hands and arms.
2. The employee is occasionally required to move around city hall and various locations throughout the City and nearby areas.
3. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds office supplies, files, equipment, and furniture.

F. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works inside an office.
2. The noise level in the office work environment is usually mild.

G. WORK HOURS

This is a full-time position. Core work hours are between 8:00 am and 5:00 pm including one unpaid hour for lunch, Monday through Friday except holidays. Attendance at evening meetings

and/or weekend events is required. This position is a full-time exempt and eligible for compensatory time off as described in the “CITY OF DRIPPING SPRINGS PERSONNEL MANUAL”.

H. SALARY

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

I. BENEFITS

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

J. EQUAL OPPORTUNITY EMPLOYER

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

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



DEPUTY CITY ADMINISTRATOR (II)

FULL-TIME EXEMPT

A. GENERAL PURPOSE

The Deputy City Administrator (II) provides a variety of routine and complex administrative, financial, code compliance, and technical work in the administration of municipal government.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Manages and supervises assigned operations to achieve goals within available resources; plans and organizes daily workloads and staff assignments; reviews progress and directs changes as needed.
2. Assists in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates activities with other employees and agencies as needed.
3. Acts as Liaison with Solid Waste Provider, Pedernales Electric Cooperative, right-of-way franchise users including cable, telecommunications, and natural gas.
4. Oversees City's Finance, Information Technology, and Emergency Management Departments.
5. Oversees agreements, billing, and tracking of Utility Fees and Impact Fees.
6. Assists in carrying out Comprehensive Plan.
7. Assists in budget preparation and execution.
8. Oversees the City's economic development initiatives, agreements, and incentives, and acts as City staff liaison to the Economic Development Committee.
9. Reviews current trends and developments and assists in preparing revisions to City

ordinances and local regulations.

10. Performs research on ordinances as assigned in order to evaluate and recommend improvements to ordinances.
11. Responds to complex and sensitive development issues. Resolves complex and sensitive customer service issues, either personally, by telephone or in writing. Maintains records and documents of customer service issues and resolutions.
12. Attends City Council, Commission, Committee, and Board meetings as needed, including those held outside normal business hours.
13. Coordinates and oversees the work of consultants hired by the Council as relates to areas of oversight.
14. Assists in the administration and coordination of grants applied for and received by the City.
15. Serves as support staff for the Office of the Mayor and City Council.
16. Ensures cooperative working environment and responds to employee grievances.
17. Performs duties and responsibilities of the City Administrator and Deputy City Administrator (I) in their absence.
18. Acts as the City's Finance Director/City Treasurer.
19. Performs all other duties as assigned.

C. SUPERVISION

Works under the general direction of the City Administrator and Mayor.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Requires a High School Diploma and a degree from an accredited four-year college or university or have five (5) years of progressively responsible municipal work or any equivalent combination of education and experience.
2. Possesses considerable knowledge of modern governmental accounting principles and practices, and public administration.
3. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.

4. Ability to communicate effectively verbally and in writing.
5. Ability to handle confidential and sensitive information while maintaining confidentiality.
6. Valid Texas Driver's License and good driving record (required).

E. TOOLS AND EQUIPMENT USED

Personal computer, including Microsoft Office; email; phone; printer; copy machine; and general office equipment.

F. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee is frequently required to sit, talk, hear, use hands; and reach with hands and arms.
2. The employee is occasionally required to move around city hall and various locations throughout the City and nearby areas.
3. The employee must occasionally carry, lift, hold, push and/or pull up to fifty (50) pounds office supplies, files, equipment, and furniture.

G. WORK HOURS

This is a full-time position, forty (40) hours per week. Core work hours are between 8:00 am and 5:00 pm including one unpaid hour for lunch, Monday through Friday except holidays. Attendance at evening meetings and/or weekend events is required. This position is a full-time, exempt position and is eligible for compensatory time off as described in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

H. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works inside an office.
2. The noise level in the office work environment is usually mild.

I. SALARY

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

J. BENEFITS

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

K. EQUAL OPPORTUNITY EMPLOYER

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

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



DRIPPING SPRINGS
Texas

DEPUTY CITY ADMINISTRATOR (I) FULL-TIME EXEMPT

A. GENERAL PURPOSE

Under the general supervision of the City Administrator and Mayor, provides a variety of routine and complex administrative, financial, code compliance, and technical work in the administration of municipal government.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Manages and supervises assigned operations to achieve goals within available resources; plans and organizes daily workloads and staff assignments; reviews progress, and directs changes as needed.
2. Assists in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates activities with other employees and agencies as needed.
3. Oversees City's utility services in coordination with the Public Works Director.
4. Oversees City's Public Works, Building, and Planning Departments.
5. Assists in carrying out Comprehensive Plan.
6. Assists in budget preparation and execution.
7. Assists in management of the Code Enforcement Department.
8. Explains, interprets, and provides guidance regarding applicable codes to architects, engineers, contractors, developers, owners and other interested parties; Answers questions regarding codes and requirements.
9. Reviews current trends and developments and assists in preparing revisions to City ordinances and local regulations.
10. Performs research on ordinances as assigned in order to evaluate and recommend improvements to ordinances.

11. Responds to complex and sensitive development issues. Resolves complex and sensitive customer service issues, either personally, by telephone or in writing. Maintains records and documents of customer service issues and resolutions.
12. Attends City Council, Commission, Committee, and Board meetings as needed, including those held outside normal business hours.
13. Coordinates and oversees the work of consultants hired by the Council as relates to areas of oversight.
14. Serves as support staff for the Office of the Mayor and City Council.
15. Ensures cooperative working environment and responds to employee grievances.
16. Performs duties and responsibilities of the City Administrator and Deputy City Administrator (II) in the their absence.
17. Performs all other duties as assigned.

C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Requires a High School Diploma and a degree from an accredited four-year college or university or have five (5) years of progressively responsible municipal work or any equivalent combination of education and experience.
2. Possesses considerable knowledge of modern governmental accounting principles and practices, and public administration.
3. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.
4. Ability to communicate effectively orally and in writing.
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J. EQUAL OPPORTUNITY EMPLOYER

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