



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, March 07, 2023 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 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
City Attorney Laura Mueller
City Treasurer Shawn Cox
People & Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Emergency Management Coordinator Roman Baligad
Building Official Shane Pevehouse
Parks & Community Services Director Andy Binz
Community Events Coordinator Johnna Krantz
DSRP Manager Emily Nelson

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may

request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

PRESENTATIONS

CONSENT AGENDA

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

- 1. Approval of an ordinance amending the Emergency Management Commission Ordinance.** *Sponsor: Council Member Geoffrey Tahuahua.*
- 2. Approval of a Co-Sponsorship Agreement with Texas Hill Country Barrel Racing Association.** *Sponsor: Council Member Parks.*
- 3. Approval of a Co-Sponsorship Agreement with Dripping Springs Helping Hands regarding Banner Display for the Texas Market Guide Wildflower Spring Market.** *Sponsor: Council Member Sherrie Parks.*
- 4. Approval of a Co-Sponsorship Agreement with Dripping Springs Ag Boosters for the 2023 Rodeo.** *Sponsor: Council Member Sherrie Parks.*

BUSINESS AGENDA

- 5. Public hearing and consideration of approval of a Sign Variance Request to exceed maximum square footage for window signs at HTeaO, located at 12680 W. Highway 290, Austin, Texas, 78737.** *Applicant: Christie Sanders*
 - a. Applicant Presentation
 - b. Staff Report
 - c. Public Hearing
 - d. HTeaO Sign Variance
- 6. Discuss and consider approval of a Resolution finding that the Founders Day Parade Scheduled to be held on Friday, April 28, 2023, in and near the City, serves a Valid and Legitimate Public Purpose, and Authorizing the City's Support of and Cooperation with the Event and adopting the Founders Day Festival Traffic and Security Plan.** *Sponsor: Council Member Sherrie Parks.*
- 7. Discuss and consider approval of a Founders Day Facility Use Agreement between the City of Dripping Springs, Dripping Springs Independent School District, and the Dripping Springs Lions Club during the 2023 Founders Day Festival.** *Sponsor: Council Member Sherrie Parks.*

- 8.** Discuss and consider approval of an Ordinance Amending Article 16.02 Parks and Recreation in the City Code of Ordinances. *Sponsor: Council Member Sherrie Parks.*
- 9.** Discuss and consider approval of an Ordinance Amending the Fee Schedule of the City of Dripping Springs as it relates to sidewalk fee-in-lieu. *Sponsor: Mayor Foulds, Jr.*
- 10.** Discuss and consider approval of a firm and authorize staff to negotiate an agreement for Banking Depository Services for the City of Dripping Springs following the Request for Proposals. *Sponsor: Mayor Pro Tem Taline Manassian.*

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

- 11. Report on Code Enforcement Litigation related to Site Development Permit.**
Laura Mueller, City Attorney
- 12. Planning Department Report**
Tory Carpenter, Planning Director

EXECUTIVE SESSION AGENDA

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

- 13. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project and East Interceptor.** *Consultation with Attorney, 551.071; Deliberation of Real Property, 551.072*
- 14. Consultation with Counsel related to litigation regarding the South Regional Water Reclamation Project, Wastewater Permits, Code Enforcement, and related items.** *Consultation with Attorney, 551.071*
- 15. Consultation with City Attorney and Deliberation related to Real Property related to legal and real estate issues on potential civic sites and Roger Hanks Parkway.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
- 16. Consultation with City Attorney related to legal issues regarding the operation and maintenance of effluent holding facilities at Caliterra.** *Consultation with City Attorney, 551.071*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

March 21, 2023, at 6:00 p.m. (CC)
April 4, 2023, at 6:00 p.m. (CC & BOA)
April 18, 2023, at 6:00 p.m. (CC)
May 2, 2023, at 6:00 p.m. (CC & BOA)

Board, Commission & Committee Meetings

March 8, 2023, Utility Commission at 4:00 p.m.
March 13, 2023, Founders Day Commission at 6:30 p.m.
March 14, 2023, Planning & Zoning Commission at 6:00 p.m.
March 20, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **March 3, 2023, at 4:00 p.m.***

City Secretary

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



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: March 7, 2023

Agenda Item Wording: **Approval of an ordinance amending the Emergency Management Commission Ordinance.** *Sponsor: Council Member Geoffrey Tahuahu*

Agenda Item Requestor: Roman Baligad, Emergency Management Coordinator

Summary/Background: The Emergency Management Commission recommends some minor changes to the Emergency Management Commission Ordinance. The Commission reviewed the ordinance and recommends changes. The changes are underlined or shown as strikethroughs.

Commission Recommendations: Approve the ordinance (vote was unanimous except for one member that abstained).

Recommended Council Actions: Approve the ordinance.

Attachments: Draft revised ordinance amendments.

Next Steps/Schedule: If approved, codify, and notify Emergency Management Commission.

- CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION AND PERSONNEL
ARTICLE 2.04. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 7. EMERGENCY MANAGEMENT COMMISSION

DIVISION 7. EMERGENCY MANAGEMENT COMMISSION¹

Sec. 2.04.191. Title.

This division shall be commonly cited as the "emergency management commission" ordinance.

Sec. 2.04.192. Purpose.

- (a) This article provides for the standards for the formation, function, and responsibilities of an emergency management commission tasked with representing various groups with interest in emergency planning and operations.
- (b) This article is in furtherance of good government and public safety. Through these regulations, the city seeks to prioritize and promote the safety of persons and property by:
 - (1) Recommended policies and application of policies for the development and implementation of an emergency management plan for the city and ETJ.
 - (2) ~~Assist city staff with the provision of~~ Provide public information and training regarding personal and family disaster planning and response to the public.

Sec. 2.04.193. Scope.

This division applies to all property within the incorporated municipal boundaries (i.e., "city limits") and the extraterritorial jurisdiction ("ETJ").

Sec. 2.04.194 Definitions.

- (a) Rules of interpretation. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.
- (b) Specific definitions.
Commission: The emergency management commission, an advisory body, created herein.

Sec. 2.04.195. Membership; meetings.

- (a) Liability . The City of Dripping Springs Texas Municipal League liability coverage shall include the members of the commission to the extent allowed by law. The city attorney shall advise and represent the commission, as appropriate.
- (b) Ethical standards . Commission members shall comply with all ethical standards applied to officers of the city as stated in article 2.02 of the City of Dripping Springs Code of Ordinances.
- (c) Number of members .
- (1) The commission shall have 12 voting members,
 - (A) Three at-large members that shall ~~be~~ reside within Hays County.
 - (B) One each.
 - (i) Municipal member designated as emergency management coordinator;
 - (ii) Chamber of commerce representative;
 - (iii) Nonprofit organization;
 - (iv) Hays County Constable or designee;
 - (v) Emergency Services District Number 1 representative;
 - (vi) Emergency Services District Number 6 representative;
 - (vii) Hays County Emergency Manager or designee;
 - (viii) Dripping Springs Independent School District; and
 - (ix) Hays County Fire Marshal or designee.
 - (2) The commission may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at their first meeting. A vice-chair will be selected by the chair and approved by a majority of the subcommittee members. The vice-chair will serve as subcommittee chair in the absence of the chair. Subcommittees may invite input from non-committee members.
 - (3) The mayor shall be a non-voting member of the commission as the Emergency Management Director.
- (d) Terms of members and chair and vice-chair.
- (1) Each commission member will serve a two-year term, at the will of the city council. There is no limit as to how many terms a member may serve.
 - (2) The chair and vice-chair shall be appointed by the city council and serve a one-year term. There is no limit to the number of terms the chair or vice-chair may serve. In the event that the chair or vice-chair are absent, the emergency management coordinator will preside.
- (e) Member selection .
- (1) Each year staff will prepare a slate of nominees for city council consideration. The slate will include nominees with a background and experience in those activities related to emergency management. The chair shall provide a recommendation for members seeking appointment or reappointment.
 - (2) The city council shall approve, reject, or modify the slate of nominees.
- (f) Resignation and vacancies .

- (1) A commission member may resign by notifying the city secretary in writing of their intent to resign.
 - (2) A failure to attend three or more sequential commission meetings without approval from the chair will constitute a de facto notification of intent to resign.
 - (3) Vacancies shall be filled by appointment, with the appointed replacement member being bestowed the remainder of the unexpired term.
- (g) Meetings.
- (1) The commission shall meet monthly at city hall, unless otherwise deemed appropriate by the chair. Agendas will be drafted by the commission chair, under the advisement of the emergency management coordinator.
 - (2) Designated subcommittees may meet more often, as coordinated with and arranged by the emergency management coordinator. Subcommittee agendas will be drafted by the subcommittee chair, under the advisement of the subcommittee members.
 - (3) The commission with the assistance of city staff will make a written report to the city council each month to update the council on projects and progress.
 - (4) A quorum is required to take action as the Dripping Springs Emergency Management Commission.

Sec. 2.04.196. Authority.

The commission has no authority to make decisions binding on the city. The commission's functions are purely advisory and not subject to the Texas Open Meetings Act. Meetings shall be noticed and generally open to the public except when limited by security, emergency, or related matters.

Sec. 2.04.196.1. Responsibilities.

- (a) The commission shall advise the city council on recommended policies and application of policies for the development and implementation of an emergency management plan for the city and ETJ.
- (b) The commission shall advise the city council on recommended interlocal and mutual aid agreements related to emergency management operations in preparation for, during, and after a disaster or state of emergency.
- (c) The commission shall review and evaluate all current municipal ordinances of the city related to emergency management and disaster planning, preparation, and response, identify provisions that relate to or apply to emergency management within the City Code, and make recommendations to the city council for needed changes and/or additions.
- (d) The commission shall ~~manage, support staff, and in~~ operating an area emergency operations center when disaster, major incident, or event dictates that level of support to first responders in accordance with the approved City Emergency Management Plan, state law, and county and state plans as applicable.
- (e) Identify and ~~engage support city staff~~ in protection, prevention, mitigation, response, and recovery planning and activities related to local conditions and needs.
- (f) Recommend, to the city council each fiscal year, an annual operating budget for emergency management services ~~with the assistance of the~~ drafted by the emergency management coordinator ~~to the city council each fiscal year~~.

Sec. 2.04.197 Emergency management plan.

- (a) The commission shall advise the emergency management coordinator in the development of an emergency management plan consistent with federal, state, and county standards and practices that addressed the unique and special needs of the city and ETJ. The plan will be submitted to the Texas Division of Emergency Management ~~county emergency preparedness coordinator~~ for approval prior to submission to the city council and county commissioners court. Upon approval, the plan will become an addendum or appendix to the county emergency management plan.
- (b) The commission, in coordination with city staff, shall review the plan annually and city staff shall update the plan as needed.
- (c) At least every five years, the commission, in coordination with city staff, shall review the plan and propose formal changes to the plan and the proposed plan shall be submitted to the Texas Division of Emergency Management. After review and approval by the Texas Division of Emergency Management, the proposed plan shall be submitted to city council for review and approval of formal changes.
- (d) Public access to information. The committees work and work product will be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.

Sec. 2.04.198. Support.

- (a) City staff will provide logistical support to the commission and its subcommittees, as defined by access to city facilities for purposes of public meetings, access to city resources for purposes of copies and communications, and a designated staff liaison to coordinate and direct such support. Staff shall also provide a monthly report on emergency activities within the city to be presented at each commission meeting.
- (b) The city website will provide a page via the staff liaison upon which the commission may post:
 - (1) Meeting information;
 - (2) Agendas and minutes; and
 - (3) Resource materials, if any.

Secs. 2.04.199—2.04.220. Reserved.



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: March 7, 2023

Agenda Item Wording: **Discuss and consider approval of a Co-Sponsorship Agreement with Texas Hill Country Barrel Racing Association.**

Agenda Item Requestor: Council Member Parks

Summary/Background: THCBRA currently hosts weekly barrel exhibitions on Tuesday nights. The barrel exhibitions are a great success weekly. It attracts all ages of racers and even citizens come to watch on Tuesday nights.

The Barrel Races held in 2022 were a success and heavily attended.

**DSRP Board
Recommendations:**

DSRP Board voted unanimously to recommend approval of a Co-Sponsorship with Texas Hill Country Barrel Racing Association. We recommend it being an annual agreement so that we can renew annually. Staff recommends that a clause be added that all media for co-sponsored events be approved by city staff prior to publication.

**Recommended
Council Actions:**

Staff recommends a Co-Sponsorship with Texas Hill Country Barrel Racing Association. We recommend it being an annual agreement so that we can renew annually. Staff recommends that a clause be added that all media for co-sponsored events be approved by city staff prior to publication.

Attachments:

2023 THCBRA Co-Sponsorship Agreement

Next Steps/Schedule:

Execute agreement



DRIPPING SPRINGS RANCH PARK

Co-Sponsorship Agreement

This *Dripping Springs Ranch Park Co-Sponsorship Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and the Texas Hill Country Barrel Racing Association (“Co-Sponsor”).
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch (Park) by Co-Sponsor. This Agreement will encourage the development of Dripping Springs Ranch Park as all funds generated by the City from this agreement will go to the Dripping Springs Ranch Park General Operating Fund.
3. **DEFINITIONS:**
 - (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) **Dripping Springs Ranch Park:** The premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
 - (e) **Person:** a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, or agency.
 - (f) **Texas Hill Country Barrel Racing Association:** A Central Texas Non-Profit Barrel Racing Association open to all.
4. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events: 2 weekend Barrel Races and weekly exhibitions at DSRP Event Center.
5. **SCOPE:** This Agreement applies to Co-Sponsor’s utilization of the Park for the reasons stated above, which shall be conducted beginning March 2023. If for any reason Co-Sponsor’s events had to be changed to another date, or other events added, such changes or events added would be covered under the fee arrangement of this agreement and the availability of the rescheduled dates agreed upon by both party’s subject to the DSRP schedule not having conflicting events.

6. LOCATION: This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at the Park.

7. OBLIGATIONS OF THE PARTIES:

- 7.1** The City agrees to allow Co-Sponsor to utilize the DSRP Event Center Arena for the purpose of weekend barrel competitions at a discounted rate of \$400 per day and weekly exhibition nights at the discounted rate of \$75 per Tuesday Night.
- 7.2** THCBRA will provide quarterly payments to DSRP for their practices and Events.
- 7.3** The City will have audit privileges of all accounting done at events.
- 7.4** The City confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its city facilities and public areas.
- 7.5** THCBRA agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event.
- 7.6** **Supplies:** Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.7** **Utilities:** City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
- (a) Electricity
 - (b) Water
- 7.8** **Independent Contractor:** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- 7.9** **Safety:**
- (a) Co-Sponsor agrees to abide by all state, federal and local rules and regulations.
 - (b) Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.
 - (c) Co-Sponsor shall coordinate the attendance of Emergency Services personnel and Fire Department personnel if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.

- (d) Co-Sponsor shall coordinate the attendance of trained security guards to monitor the Park if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.
- (e) The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all rodeo participants. All executed waivers must be returned to the City within seven (7) calendar days after the event.

7.10 Site Maintenance:

- (a) Co-Sponsor agrees not to leave waste or damage the Park.
- (b) City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.
- (c) Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.

Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the Park.

7.11 Marketing and Use of City Logo:

- (a) Event producers may design flyers and social media posts including a city logo, but designs must be approved by the City of Dripping Springs Communications Department and must follow the City of Dripping Springs Brand Guidelines. Event producers must give the City at least seven business days to approve before release date of flyer distribution or social media posts.
- (b) If flyers and social media are designed by the City of Dripping Springs Communications Department, event producer must supply needed graphics/logos/photos in high-resolution format and any content needed for the flyer at least three weeks before proposed release date. Once design is created, event producer will have one opportunity for proofing and corrections.

8. DURATION: This Agreement shall be enforceable when signed by both parties and shall be deemed terminated January 31, 2024, or as outlined below.

9. TERMINATION:

9.1 This Agreement may be terminated by mutual consent of the parties.

9.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the use of the Park.

9.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

9.4 Termination of this Agreement, as provided above, shall not prohibit or impair any claim by either party based upon any breach of this Agreement.

9.5 The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at the Park due to inclement weather.

9.6 Force Majeure: In situations in which Co-Sponsor's participation at the Park is delayed, cancelled or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

10. INDEMNIFICATION:

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

11. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

12. NOTICES: Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

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

Co-Sponsor:

Attention: Molly Azopardi
PO Box 1380
Dripping Springs, TX 78620
Phone: (512) 422-4937

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

14. ASSIGNMENT: Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.

15. BINDING ON SUCCESSORS: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

16. SEVERABILITY: Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

17. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at the Park.

18. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

19. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

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

CITY OF DRIPPING SPRINGS:

CO-SPONSOR:

Bill Foulds, Mayor

Molly Azopardi, THCBRA

Date: _____

Date: _____



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: March 7, 2023

Agenda Item Wording: **Discuss and consider approval of a Co-Sponsorship with Dripping Springs Helping Hands regarding Banner Display for the Texas Market Guide Wildflower Spring Market.**

Agenda Item Requestor: Council Member Parks

Summary/Background: Texas Market Guide would like to request a Banner Co-Sponsorship with Helping Hands that will be hung at the Triangle before their show to be held at Dripping Springs Ranch Park.

DSRP Board Recommendations: DSRP Board voted unanimously to recommend approval of a co-sponsored banner to be hung at the Triangle

Recommended Council Actions: Staff recommends approval of the co-sponsored banner to be hung at the Triangle.

Attachments: 2023 Texas Market Guide Co-Sponsorship Agreement

Next Steps/Schedule: Execute Co-Sponsorship



City of Dripping Springs Co-Sponsorship Agreement

CLEAR

Co-Sponsor Name: Crystal Emmons

Organization: Helping Hands

Address: _____

Phone Number: _____ Email: _____

Event Description/Purpose:

Event Date: _____ Event Location: _____

THIS CO-SPONSORSHIP AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- **Parties.** The City of Dripping Springs, Texas (“City”) and Co-Sponsor, as indicated above.
- **Agreement.** The agreement documents shall consist of the Co-Sponsorship Agreement, Policy and Application form ("Attachment "A").
- **Scope.** This Agreement applies to Co-Sponsor’s utilization of the City’s property for the Event and reasons stated above.
- **Obligations of the City.** The extent of the City’s obligations under this Agreement is that the City agrees to display a banner for the Event at city facilities and parks, post the Event on the City’s website calendar and City social media sites, and adhere to all obligations described in Attachment "A".
- **Obligations of Co-Sponsor.** Co-Sponsor agrees to oversee the organization and execution of the Event and agrees to keep the City informed of plans for the Event as described in Attachment "A". Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event. Co-Sponsor will put City logo on event banners.
- **Independent Contractor.** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor’s resources and staff in order to achieve the goals of this Agreement.
- **Safety.** Co-Sponsor agrees to abide by all state, federal, and local rules and regulations. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage. Participants in the Event shall obtain itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits, as applicable.
- **Site Maintenance.** Co-Sponsor agrees not to waste or damage City property and right-of-way. In addition, Co-Sponsor shall exercise reasonable care and due diligence to avoid harming City property and rights-of-way. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- **Duration.** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

- **Termination.** This Agreement may be terminated by mutual consent of the parties. It may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to the Event. Termination shall release each party from all obligations of this Agreement, except termination of this agreement shall not prohibit or impair a claim by either party based upon any breach of this Agreement.
- **Force Majeure.** In situations in which Co-Sponsor’s participation in the Event is delayed, cancelled or suspended due to the Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.
- **INDEMNIFICATION.** CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING OUT OF OR RESULTING FROM THE CITY’S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CO-SPONSOR.
- **Notice.** Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended. Mail notice to the City as: Attention: City Administrator, Post Office Box 384, Dripping Springs, Texas 78620.
- **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without prior written consent of the other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- **Severability.** In the event that any provision of this Agreement, or portion thereof, shall be found to be invalid or unenforceable, then, such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within this Agreement.
- **Modifications.** All amendments or modifications to the Agreement must be in writing. No amendment or modification shall be effective until it is in writing and approved by both parties.
- **Merger.** This instrument, and any Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written.
- **Venue for Disputes.** In the event that a lawsuit is brought concerning events arising out of this Agreement, the venue for such action is *Hays County, Texas*. This Agreement shall be construed in accordance with the laws of the State of Texas.

ACKNOWLEDGMENT:

Owner:
City of Dripping Springs, Texas

Co-Sponsor:
Helping Hands

Andrew Binz, Parks & Community Services Director

Crystal Emmons

Date

Date



DRIPPING SPRINGS
Texas

SUBMIT

Co-Sponsorship Application

SPONSORING ORGANIZATION NAME: HELPING HANDS

APPLICANT

First Name: CRYSTAL

Last Name: EMMONS

Contact Number: 512-569-5165

Email: JCEMMONS3@gmail.com

Address: 28708 RR12, DRIPPING SPRINGS, TX 78620

EVENT

NAME: Wildflower SPRING MARKET

START DATE/TIME: 3-25-23 10AM

END DATE/TIME: 3-26-23 4PM

ADDRESS: DRIPPING SPRINGS RANCH PARK

ESTIMATED ATTENDANCE: 1500

EVENT DESCRIPTION

Spring Shopping Market. Please note that the market time is Saturday 10am-5pm and Sunday 11am-4pm

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes No

WILL ADMISSION BE CHARGED?

Yes No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

CITY LOGO ON BANNER.
MENTION/TAG ON FACEBOOK

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

Statewide social media. Email Campaign - statewide,
POSTERS - 15 mile RADIUS

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

11th Year. We also promote the Hill Country Harvest Market in October that is also in its 10th year. Texas Market Guide is the first company to rent the Ranch Park for a shopping event. Our first reservation was made when the building was still in planning stages. Our show director, Lewanna Campbell, served on the board for awhile as a representative from our industry.

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event

- Promotes the City as a desirable place to live, visit and do business.
- Promotes the City as a visitor destination and/or bring tourism- associated revenue to the City.
- Enhances the quality of life and wellbeing of some or all residents of the community.
- Advances the City's commitment to and pride in being a multicultural community. Promotes the historic districts.
- Promotes cultural and artistic awareness among the citizenry.

We bring people from out of town to experience all that Dripping Springs has to offer from shopping our market to shopping the Dripping Springs shops and reataurants. Many who attend our event have never been to DS and we encourage them to visit local places of interest. We hold a food drive for Helping Hands everytime we do a market in DS. The food stays in the DS community to help those in need. We raise an average of 400 lbs. of food at each market. We have been collecting food for Helping Hands for the last 10 years.

*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE: APPROVE DENY

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY

CITY COUNCIL:

DATE: APPROVE DENY

Sign Request Form

THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

Banner Width & Height: **4 feet tall by 8 feet wide**

Banner Material and Grommets: **vinyl with hemmed grommets every 2 feet**

WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

NAME OF ENTITY: *TEXAS MARKET GUIDE*

NAME OF REPRESENTATIVE: *Lew* *CAMPBELL*

MAILING ADDRESS: *PO BOX 1977 KYLE, TX 78640*

TELEPHONE NUMBER *888-225-3427*

EMAIL ADDRESS: *LCampbell@TexasMarketGuide.com*

DESCRIPTION OF EVENT OR SERVICE:

Shopping EVENT

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

DATE, Time, Location
Helping Hands Logo/CITY LOGO

SIGN DIMENSIONS AND HEIGHT: 4'X8'

SIGN MATERIALS:
PLASTIC BANNER with grommets & air slits

REQUESTED DATE FOR SIGN TO BE DISPLAYED: MARCH 2023
(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:
Triangle - ON CORNER



LAST YEAR'S BANNER IS BEING UPDATED WITH DATE FOR THIS YEAR. IS NOT READY YET. HELPING HANDS LOGO MEASURES 5" X 5". WAS NEVER GIVEN A SIZE BEFORE. JUST THAT IT NEEDED TO BE ON HERE.

*****BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*****

RECEIVED BY CITY DATE: [Redacted]

CITY ADMINISTRATOR:

DATE: [Redacted] APPROVE DENY

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: June 7, 2002

Person to Contact:
Sheila Schrom 31-02836
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
74-2599819

Dripping Springs Helping Hands, Inc.
P.O. Box 804
Dripping Springs, TX 78620-0804

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in August 1991 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.



CERTIFICATE OF LIABILITY INSURANCE

DATE: 12/15/2015

Item # 3.

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Texas Market Guide PO Box 1977 Kyle, TX 78640	INSURER A: State National Insurance Company, Inc. 12831	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 047162896

REVISION NUMBER:

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTGZWTC84-03-GL	06/10/2022	06/10/2023	EACH OCCURRENCE	\$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$100,000.00	
							MED EXP (Any one person)	\$15,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
							GENERAL AGGREGATE	\$2,000,000.00
							PRODUCTS - COMP/OP AGG	\$2,000,000.00
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	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 <input type="checkbox"/>	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			NXTGZWTC84-03-GL	06/10/2022	06/10/2023	Each Occurrence:	\$1,000,000.00
							Aggregate:	\$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Dripping Springs Ranch Park/City of Dripping Springs. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Dripping Springs Ranch Park/City of Dripping Springs
 1042 Event Center Drive
 Dripping Springs, TX 78620

LIVE CERTIFICATE

Click or scan to view

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



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: March 7, 2023

Agenda Item Wording: **Discuss and consider approval of a Co-Sponsorship Agreement with Dripping Springs Ag Boosters for the 2023 Rodeo.**

Agenda Item Requestor: Council Member Parks

Summary/Background: Dripping Springs Ag Boosters would like to create a Co-Sponsorship for the 2023 Rodeo occurring May 26-28, 2023. We will model the agreement from the 2022 Rodeo Co-Sponsorship.

DSRP Board Recommendations: DSRP Board voted unanimously to recommend approval of the 2023 Rodeo Co-Sponsorship.

Recommended Council Actions: Staff recommends approval of the 2023 Rodeo Co-Sponsorship

Attachments: 2023 Rodeo Co-Sponsorship Agreement

Next Steps/Schedule: Execute agreement

**DRIPPING SPRINGS RANCH PARK DRIPPING SPRINGS FAIR & RODEO
LOGO USE AND CO-SPONSORSHIP AGREEMENT**

THIS CONTRACT made this the ___ day of _____ 2023, by and between **Dripping Springs Ag Boosters**, hereinafter called the “*User*”, and the **City of Dripping Springs**, hereinafter called the “*Owner*.” acting herein by its City Administrator, Michelle Fischer hereunto duly authorized.

WITNESSETH, that the User and the Owner for the considerations stated herein mutually agree as follows:

1. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as the “Property”.
2. Owner owns all rights in and to the Property and retains all rights to the Property, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted.
3. User desires to obtain, and Owner has agreed to grant, a license authorizing the use of the Property by User in accordance with the terms and conditions of this Agreement.

The parties agree to abide by the terms as follows:

A. CONTRACT COMPONENTS. The executed contract documents shall consist of the following components:

1. This Contract;
2. Exhibit “A” Property/Logo
3. Exhibit “B” Co-Sponsorship Application
4. Exhibit “C” Event Center Rental Contract

This Contract, together with other documents enumerated here, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of an Exhibit conflicts with a provision in this Contract, the provisions in this Contract prevails.

B. GRANT OF LICENSE. Owner owns the **Dripping Springs Fair & Rodeo Logo** “Property”. Owner grants User a non-exclusive license to use the Property in all marketing materials related to the 2023 Dripping Springs Fair & Rodeo including digital marketing. The license to use the Property terminates on December 31, 2023 unless extended in writing by the Owner. User may use the Property for apparel or other merchandise, but must cease sale and distribution of the merchandise upon expiration or termination of this Agreement. Owner retains title and ownership of the Property. User will own all rights to materials, products, and work created by User “Work” in connection with this license. The license is only valid while the

Dripping Springs Fair & Rodeo is located at the Dripping Springs Ranch Park and is the subject of a Dripping Springs Ranch Park and Event Center Rental Contract. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

C. CO-SPONSORSHIP. User shall have use of the Dripping Springs Ranch Park and Event Center for the **Dripping Springs Fair & Rodeo** from 5/26/23-5/29/23 based on the Event Center Contract attached as Exhibit “C” at the cost of the greater of seven thousand nine hundred dollars (\$7900) for the Full Facility Rental or 1/3 of the profits generated from the event, but shall not include the cost of other fees including, but not limited to, staff time or equipment rentals. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

D. RIGHTS AND OBLIGATIONS. User shall be the sole owner of the Work and all proprietary rights in and to the Work; however, such ownership shall not include ownership of the copyright in and to the Property or any other rights to the Property not specifically granted in this Agreement.

E. MODIFICATIONS. Unless the prior written approval of Owner is obtained, User may not modify or change the Property in any manner. User shall not use the Property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

F. DEFAULTS ON AGREEMENT. If User fails to abide by the obligations of this Agreement or its Event Center Rental Contract, including the obligation to publicize the City as the main sponsor of the event, Owner shall have the option to cancel this Agreement by providing 30 days written notice to User. User shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or Owner will have the option to cancel this Agreement, despite previous corrective action.

G. WARRANTIES. Neither party makes any warranties with respect to the use, sale, or other transfer of the Property by the other party or by any third party, and User accepts the product “AS IS.” In no event will Owner be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property.

H. TRANSFER OF RIGHTS. Neither party shall have the right to assign its interests in this Agreement to any other party unless the prior written consent of the other party is obtained.

I. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD THE OTHER HARMLESS FOR ANY LOSSES, CLAIMS, DAMAGES, AWARDS, PENALTIES, OR INJURIES INCURRED BY ANY THIRD PARTY, INCLUDING REASONABLE ATTORNEY’S FEES, WHICH ARISE FROM ANY ALLEGED BREACH OF SUCH

INDEMNIFYING PARTY'S REPRESENTATIONS AND WARRANTIES MADE UNDER THIS AGREEMENT, PROVIDED THAT THE INDEMNIFYING PARTY IS PROMPTLY NOTIFIED OF ANY SUCH CLAIMS. THE INDEMNIFYING PARTY SHALL HAVE THE SOLE RIGHT TO DEFEND SUCH CLAIMS AT ITS OWN EXPENSE. THE OTHER PARTY SHALL PROVIDE, AT THE INDEMNIFYING PARTY'S EXPENSE, SUCH ASSISTANCE IN INVESTIGATING AND DEFENDING SUCH CLAIMS AS THE INDEMNIFYING PARTY MAY REASONABLY REQUEST. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

J. AMENDMENT. This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.

K. DURATION. This Contract shall be in effect until December 31, 2023, unless terminated as provided below or extended in writing.

L. TERMINATION. This Agreement shall terminate automatically on Termination Date. Either party may terminate this Agreement if the other party breaches this Agreement or the Event Center Rental Agreement. Prior to termination, the complaining party shall provide the other party ten (10) business days to cure any breach unless such cure is non-feasible.

1. Upon termination or expiration of this Agreement, Licensee User shall cease reproducing, advertising, marketing, and distributing the Work including merchandise as soon as is commercially feasible. Licensee shall have the right to fill existing orders of any merchandise with the Property then in stock. Owner will have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to Licensee.
2. Termination or expiration of this Agreement shall not extinguish any of the User's or Owner's obligations under this Agreement including, but not limited to, the obligation to pay royalties, if any, which by their terms continue after the date of termination or expiration.

M. NOTICE. All notice required or permitted under this Contract 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 Owner:

Attention: City Administrator
City of Dripping Springs City
P.O. Box 384
Dripping Springs, TX 78620
512-858-4725

For the User:

Attention: Stephanie Kirkey
P.O. Box 1008
Dripping Springs, TX 78620
863-447-6878

N. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

O. WAIVER OF CONTRACTUAL RIGHT. The failure of any party to enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Contract.

P. APPLICABLE LAW. The laws of the State of Texas shall govern this Contract. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Q. VENUE. The venue for any and all legal disputes arising under this Contract shall be Hays County, Texas.

This Agreement and its exhibits 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 any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed:

CITY OF DRIPPING SPRINGS

By _____
Michelle Fischer, City Administrator

By _____

EXHIBIT "A"





SIGN VARIANCE REQUEST REVIEW

Date: 7 March, 2023

Project: HTeaO

Applicant: Christie Sanders

Submittals: Variance Application
 Sign Permit Application
 Master Signage Plan (if applicable)
 Planned Develop District/Development Agreement Signage Regulations (if applicable)

Variance Requests: Exceed the maximum square footage for window signs.

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs CODE OF ORDINANCES, Title 2 BUILDING AND DEVELOPMENT REGULATIONS, Chapter 26 SIGNS, Article 26.03.003 VARIANCES

HTeaO is located in the Shops at Ledgestone. The applicant requests a variance permitting window signs to exceed the maximum square footage allowed by the sign ordinance. The sign ordinance allows the following:

Sec 26.02.004: Commercial Districts

(2) Types of signs allowed without a permit.

(B) Window signs. A business may have a total signable area of window signs that shall not exceed 24 square feet for each business. A business where the business is at an intersection of two roadways and has windows on different sides of the building adjacent to the roadways, may have a total signable area of window signs that shall not exceed 48 square feet. The total signable area of the window signs do not count towards the cumulative total signable area allowed. A single-unit property with a drive-through shall not exceed 48 square feet of total signable area.

Due to being on the corner of Ledgestone Drive and Hwy 290, HTeaO qualifies for a total window signable area of 48 square feet. HTeaO is requesting a total of 192 square feet of window signs, a 4X increase.

HTeaO has two externally lit menu boards and two wall signs, each wall sign is 37.2 square feet, approximately half the signable area allowed for a wall sign. HTeaO omitted their monument sign and variance request for an additional wall sign.

The variance requests relate to the consideration for granting variances as follows:

Considerations in granting variances (Sec. 26.03.003 (e))

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.

Applicable Not Applicable

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.

Applicable Not Applicable

(3) Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting.

Applicable Not Applicable

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.

Applicable Not Applicable

(5) The sign and its supporting structure should be in architectural harmony with the surrounding structures.

Applicable Not Applicable

(6) Mitigation measures related to the sign in question or other sign on the same premises.

Applicable Not Applicable

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety.

Applicable Not Applicable

(8) The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance, when the responsible party is submitting/obtaining a plat, planned development district, development agreement, or site plan.

Applicable Not Applicable

(9) Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a master sign plan and considered in the course of a comprehensive review of the entire project's signage.

Applicable Not Applicable

(10) The sign administrator may authorize the remodeling, renovation, or alternation of a sign when some nonconforming aspect of the sign is thereby reduced.

Applicable Not Applicable

Approval/Recommendations/Conditions

Of the ten considerations for granting a variance, only one was met. No special or unique hardship exists. No measures were taken to mitigate the impact of the variance. Recommend disapproval

Please let me know if you have any questions about this report.

Respectfully Submitted,

Shane Pevehouse
Building Official

Received on/by:

Date, initials



**APPLICATION FOR AN
ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER**

Project Name: HTeaO

Project Address/Legal Description: 12680 W Hwy 290, Austin, Tx. 78737

Project Applicant Name: Christie Sanders

Mailing Address: 4 Long Creek Rd
Austin, Tx. 78737

Email Address: msanders@pdg.net

Phone Number: 832-689-9974

Owner's Name (if different from Applicant): Michael and Christie Sanders

Mailing Address: 4 Long Creek Rd
Austin, Tx. 78737

Email Address: msanders@pdg.net

Phone Number: 832-689-9974

Type of Application (check box):

- Alternative Standard
- Special Exception

- Variance
- Waiver

Description of request & reference to section of the Code of Ordinances applicable to request: In reference to 26.02.004 2.B, we are requesting a variance for window skims.

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/Waiver is being requested: We are a new brand and the HTeaO stores normally have a marquee sign to tell more about what is offered. The windowskins would do that for us, since there is no marquee.

Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver: _____

Submittal Checklist:

- Signed and Completed Application
- Required Fee Paid \$ _____
reference online Master Fee Schedule for more details
- Billing Contact Form
- Exhibits
- Photographs
- Map/Site Plan
- Architectural Elevation
- Other: _____

*Upon submittal of application, a Public Notice sign is **required** to be displayed at the project property within 48 hours (exceptions apply in cases of signage, lighting, exterior design and landscaping applications). Signs can be picked up at the City Offices for a deposit fee of \$100. Once a permit has been issued, signs in good condition can be returned for a \$75 refund.*

- Pick up Public Notice Sign, \$100 deposit

All required items and information (including all applicable above listed exhibits and fees) must be received by the City in order for an application and request to be considered complete.

Incomplete submissions will not be reviewed or scheduled for any further action until all deficient items or information has been received. By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

Christie Sanders
Signature of Applicant

1/23/23
Date

Christie Sanders
Signature of Owner (or attached letter of consent)

1/23/23
Date

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

Christie Sanders
Name

Owner
Title

STATE OF TEXAS §

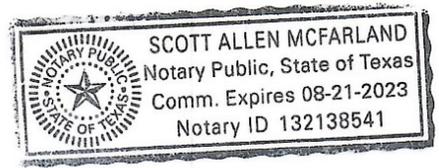
COUNTY OF HAYS §

This instrument was acknowledged before me on the 23 day of JANUARY, 2023 by Christie Sanders.

[Signature]
Notary Public, State of Texas

My Commission Expires: 8-21-23

Christie Sanders
Name of Applicant













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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: March 7, 2023

Agenda Item Wording: **Discuss and consider approval of a Resolution finding that the Founders Day Parade Scheduled to be held on Friday, April 28, 2023, in and near the City, serves a Valid and Legitimate Public Purpose, and Authorizing the City's Support of and Cooperation with the Event and adopting the Founders Day Festival Traffic and Security Plan. Sponsor: Sherrie Parks**

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator/Founders Day Commission

Summary/Background: The 34th annual Founders Day Festival is scheduled to take place from April 28th – April 30th. The Founders Day Festival Parade is scheduled for April 28th at 6:30PM. This year's parade theme is *Founders 34, Celebrations Galore!* where participants are encouraged to decorate their floats fitting with the theme. For the safety of participants and volunteers, it is essential to temporarily close roads. The empty streets will transform into the Founders Day Festival grounds, filled with food and drink vendors, carnival rides, entertainment, and local business vendors. The roads being closed are as follows: 1. Old Fitzhugh from RR 12 to Mercer (closed to thru traffic) 2. Mercer from Bluff to RR 12 (closed to thru traffic 5 p.m. on Thursday) 3. Mercer from 290 to RR 12 (closed to thru traffic 12 noon on Friday) 4. Wallace from RR 12 to Bluff (closed) 5. Bluff, College, and San Marcos from US 290 to Mercer (closed). The plan has been reviewed by the City Engineer and the resolution allows us to coordinate with the Texas Department of Transportation.

Recommended Council Actions: Staff recommends approval of the resolution.

Attachments: 2023 Traffic Control Plan
 2023 Parade Resolution

Next Steps/Schedule: Work with Founders Day Commission, City Maintenance, and Area Wide Protective - Traffic Control Company to facilitate closing the roads for Founders Day Festival. Coordinate with TxDOT.



2023 TRAFFIC CONTROL, SAFETY AND SECURITY PLAN
DRIPPING SPRINGS, TEXAS
APRIL 28-30, 2023

SCOPE:

This Traffic Control Plan (TCP) has been prepared to promote safety and convenience. The City will temporarily close Mercer Street during the annual Founders Day celebration April 28-30, 2023. Other City streets will also be temporarily closed during the celebration and this TCP includes those streets as well (Location Map attached).

This plan is based on the City's prior successful experience with traffic control during the Founders Day celebration in addition to making suggested revisions at the recommendation of the Department of Homeland Security. The celebration includes vendors and booths, a parade through the downtown area, and carnival rides. The closure of Mercer and other downtown streets allows for the parade and for attendees to move safely and visit booths.

In addition to this TCP, a traffic enforcement plan will also be implemented with the support of the Hays County Sheriff's office. Officers are to be placed at Sports Park Drive and Mighty Tiger to clear traffic during closure - one is to be available if needed for RR 12 signal. The TCP will not be implemented prior to 24 hours before the event. The TCP components will be removed, and streets will be reopened no later than 24 hours after the event.

TEMPORARY ROAD CLOSURES (LAYOUT ATTACHED):

West Mercer from Bluff to US 290 (closed to thru traffic 5PM on Thursday)
 West Mercer from Bluff to RR12 (closed 12 Noon on Friday)
 Old Fitzhugh from RR12 to Mercer (closed to thru traffic 12 Noon on Friday)
 Wallace from San Marcos to Bluff (closed 6 AM on Friday)
 Wallace from RR12 to San Marcos (closed 12 Noon Friday)
 Bluff, College, and San Marcos from US 290 to Mercer (closed 12 Noon Friday)

TEMPORARY LANE CLOSURE FOR PARADE (LAYOUT ATTACHED):

Westbound lane closure of US 290 from San Marcos to Sportsplex Drive (April 28, 2023 from 6:00 p.m. to 8:00 p.m.)

STANDARD DETAILS (REFER TO):

TXDOT BC (1) – 21 through BC (12) - 21

COA Traffic Control Detail 804S-1

SPECIFICATIONS FOR STREET CLOSURES:

The following are based on the posted speed limit of 45 MPH on RR12 and 30 MPH on other affected streets (Bluff, College, San Marcos and Mercer):

Min Taper Length	= 540 feet for RR12 and US 290 (except as shown on plans) = 180 feet for other streets
Min Spacing of Devices	= 90-110 feet on tangent and 45 feet on taper for RR12 and US 290 = 60-75 feet on tangent and 30 feet on taper for other streets
Min Spacing of Signs	= 320 feet for RR12 and US 290 = 120 feet for other streets
Size of Signs	= 48" x 48"
Barricades	= Type III

Prepared by the City Engineer:



CHAD GILPIN 2-28-2023

Chad Gilpin, P.E.

Date



2023 TRAFFIC CONTROL, SAFETY AND SECURITY PLAN

Street Closures

This plan for street closure is designed to maintain safety for the interior area of downtown where Founders Day is located. More specifically, it is designed to prevent unauthorized vehicles from entering the Festival and to maintain orderly entrances and exits for participants.

West Mercer at Bluff Street will be closed at 5:00 p.m. on Thursday, April 27, 2023. Wallace from San Marcos to Bluff will be closed at 6:00 a.m. on Friday, April 28, 2023. East Mercer, Wallace, Bluff, San Marcos, and College Streets will be closed at 12:00 noon on Friday April 28, 2023. All streets will re-open to the general public on Sunday, April 30, 2023 when it is safe to do so.

The Founders Day Commission has entered into a Towing Agreement with Drippin' Towin' Services to tow unauthorized vehicles that violate the Street Closure Rules. Such rules have been published in the local newspapers. Signs indicating Street Closures will be posted no less than 48 hours in advance of the Festival. To help avoid accidents during the parade, rules will be provided to participants and orange cones will be used. The rules are found in a later section of this plan.

The Commission has notified the North Hays County Fire Rescue and San Marcos Hays County EMS of the Festival operations. Both entities will be on site throughout the Festival. The Commission has hired deputy sheriffs from Hay County Sheriff's Department to assist with the Festival. The hours of their patrol are included herein.

Ranch Road 12 and Mercer Street

This intersection will be closed to the public by the use of road barricades with road closure and detour signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. Headquarters for the EMS and the Sheriff's department.
2. To allow for an ingress and egress for cooks and vendors. Specifically:
 - a. To allow cooks to exit no later than 4:30 p.m. on Friday after setting-up.
 - b. To allow vendors to enter Saturday morning from 6:00 - 9:00 a.m.
3. To allow vendors to leave on Sunday when it is safe to do so.
4. Allow cooks who must leave early to exit on Sunday between 6:00 a.m. - 8:00 a.m.

No other vehicles will be allowed to use this intersection except an emergency vehicle.

Ranch Road 12 and Wallace

This intersection will be closed to the public by the use of Type III Road Barricades and Road Closed signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. To allow an entrance and egress for cooks on Friday afternoon. Specifically:
 - a. To allow cooks to enter under the direction of the Cook Off Club
 - b. To allow cooks to exit no later than 4:30 p.m. on Friday.
2. To allow cooks to leave on Sunday when all clear is given by the Hays County Sheriff.

San Marcos and Wallace (closed at US 290):

This intersection will be closed to the public by the use of road barricades with road closure and detour signs. The barricades will be manned by security personnel to allow entrance and egress. Portable toilets will also be placed at this intersection and used to limit traffic. This intersection will be used for the following:

1. To allow an entrance for cooks on Friday afternoon. Specifically:
 - a. To allow cooks to enter no earlier than as allowed in at the direction of the Cook Off Club.
 - b. Cooks must present an "Entrance Form" to the attendant to be admitted.
 - c. All cook vehicles must be out of the downtown area after unloading by 4:30 p.m.
 - d. After setting-up their equipment, the cooks will depart at the Mercer and RR 12 exit. The intersection will close at 4:00 p.m. and remain closed until the Hays County Sheriff's department deems it is safe to open.

Shell's drive-thru:

Portable toilets/trash roll-offs will be used as barricade here.

College and Wallace (closed at US 290):

This intersection will be closed to the public by the use of road barricades with road closure sign and detour signs. The barricades will be manned by security personnel to allow entrance and egress. Roll-off trash containers, portable toilets, and a large trailer occupied by a food vendor will also be placed at this intersection and used to limit traffic. This intersection will be used for the following:

1. To allow an entrance for vendors on Saturday. Specifically:
 - a. To allow vendors to enter from 6:00 a.m. - 9:00 a.m.
 - b. Vendors must present an "Entrance Form" to the attendant to be admitted.
 - c. All vendor vehicles must be out of the downtown area after unloading by 9:00 a.m.
2. To allow an entrance for vendors on Saturday

Wallace and Bluff (closed at US 290):

This intersection will be closed to the public by the use of road barricades with road closure, do not enter and one way signage. The barricades will be manned by security personnel to allow entrance and egress. The intersection is scheduled to be blocked on Friday at 12:00 noon and will not re-open until the festival ends on Sunday evening at which time the Hays County Sheriff's deems that it is safe to do so.

Mercer and Bluff:

This intersection will be closed to the public by the use of road barricades with road closure signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. To allow an exit for vendors on Saturday morning. Specifically:
 - a. To allow vendors to exit between 6:00 a.m. and 9:00 a.m.
2. To allow an egress for all vendors on Sunday.
3. To allow Garnett Propane trucks to enter and exit.

Old Fitzhugh Road and Mercer Street: This intersection will be closed to the public by the use of road barricades with road closure signs. The barricades will be manned by security personnel to allow entrance and egress. This intersection will be used for the following:

1. To allow an entrance for food vendors and cooks on Friday from 12:01 p.m. until 3:00 p.m.
2. To allow an entrance for vendors on Friday from 3:00 p.m. until 4:30 p.m.

DEPUTY PATROL SCHEDULE

We will contract with the Hays County Sherriff's office and Gary Job Corp to provide security. Deputies and Gary Job Corp Security Officers will be present from when the streets close on April 28, 2023 at 12:00 pm until the streets re-open to the public on April 30, 2023 once deemed safe by the Hays County Sheriffs.

PARADE SAFETY

The Commission has 42" high safety cones with top loops and pennant flags to be used along the parade route to keep crowds from moving into the parade route. Parade rules have also been adopted:

- Use of Alcoholic Beverages is strictly prohibited.
- Non-parade vehicles are not allowed in the staging area. The staging area consists of the old Walnut Springs Elementary School parking areas and roadways, and the DSISD Administrative campus parking areas and driveways. Participants may be dropped off at the driveway entrances to the old Walnut Springs Elementary School campus on Sportsplex Drive and walk to their designated staging area.
- Parade vehicles must enter the staging area they are assigned to at the parade safety meeting. Please observe the parade volunteer's instructions and directions.
- Only those vehicles with an official entry card will be allowed to enter the staging area. Those not holding an official entry card will not be able to participate.
- Entry cards will be provided at a mandatory parade pre-meeting held on April 13, 2023 at 6:30 pm at Dripping Springs Ranch Park:
 - Every approved parade participant must send an adult representative to the pre-parade meeting.

- Those entries that have been approved, but do not attend the pre-parade meeting will not be allowed to participate.
 - There will be no refunds for parade entries that have been approved and do not attend the pre-parade meeting.
-
- Driving or parking vehicles on any grassy areas of the campus is absolutely prohibited.
 - Staging will begin at 4:30pm and vehicles will be allowed to enter only until 6:00 pm.
 - Once arriving in the staging area, your group may join the line up in the designated group areas, “A”, “B”, or “C”, at your designated spot. Please observe the parade volunteer’s instructions and directions.
 - You must turn in the “Parade Participant Card” that you received at the mandatory Parade safety meeting upon arrival. Completion of this card is required so that the Master of Ceremony may properly introduce your group.
 - If your entry includes animals, you are expected to have a waste detail walking immediately behind your group with the appropriate shovels and buckets. If you do not have the appropriate clean-up detail, entry in the parade will be denied.
 - If your entry includes animals, you are expected to maintain control of your animal at all times. Riders not exhibiting control will be removed from the parade for their own and spectators safety.
 - If your group will be throwing candy, you must have an adult walker on each side and behind the float or vehicle to ensure spectators or children do not reach near or under the vehicles. Candy must be thrown underhand and at the feet of the spectators. Any group throwing overhand or directly at a spectator will be asked to stop and will not be invited to participate in subsequent parades.
 - If your group would like to throw any items other than candy, it must be approved by a parade official at the pre-parade meeting.
 - Follow the parade route and follow the instructions and directions of the parade route. Do not ask to leave the parade route early.
 - If emergency vehicles need to leave the parade suddenly to answer an emergency, please get out of the way to facilitate their departure.
 - Participants are not allowed to get on or off your float or vehicle while it is in motion or anywhere on the parade route.
 - Do not allow participants to start dismantling your float until the float has returned to the staging area and is safely parked.

CITY OF DRIPPING SPRINGS
RESOLUTION NO. 2023-R_____
2023 FOUNDERS DAY PARADE

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, FINDING THAT THE FOUNDERS DAY PARADE SCHEDULED TO BE HELD ON FRIDAY, APRIL 28, 2023, IN AND NEAR THE CITY, SERVES A VALID AND LEGITIMATE PUBLIC PURPOSE, AND AUTHORIZING THE CITY’S SUPPORT OF AND COOPERATION WITH THE EVENT.

WHEREAS, the City of Dripping Springs (“The City”) is the sponsor of an event known as *Founders Day Parade* on April 28, 2023 (“the Event”); and,

WHEREAS, the City needs the cooperation of the Texas Department of Transportation (“TXDOT”) in the temporary closure of a portion of U.S. Highway 290 for the Event; and,

WHEREAS, the City Council finds and determines that the Event serves a valid and legitimate public purpose; and,

WHEREAS, the City, in recognition of the public purpose of the Event, wishes to ensure the safety and convenience of the traveling public, and ensure that the closure of the State right-of-way will be performed within the State’s requirements.

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

1. The City Council hereby declares its support for, and cooperation with, the 2023 *Founders Day Parade*.
2. The City Council requests that TXDOT approve and facilitate the temporary closure of a portion of U.S. Highway 290, specifically a portion of the westbound lanes from the intersection of Highway 290 and Ranch Road 12 to Sportsplex Drive, for the purposes of the event.
3. The City Council authorizes and directs the Mayor to execute on behalf of the City an Agreement for the Temporary Closure of State Right of Way.
4. The City Council directs City Staff to work with TXDOT for transfer of any necessary documentation.
5. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED THIS 7th DAY OF MARCH 2023, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Mayor, Bill Foulds, Jr.

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: March 7, 2023

Agenda Item Wording: **Discuss and consider recommendation regarding Founders Day Facility Use Agreement between the City of Dripping Springs, Dripping Springs Independent School District, and the Dripping Springs Lions Club during the 2023 Founders Day Festival.**

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: The Dripping Springs Lions Club has historically made use of a portion of City and DSISD property along Mercer Street to host the Mighty Thomas Carnival during the Founders Day Festival. This agreement would permit the Dripping Springs Lions Club to utilize the facilities described, as well as allowing for a Rotary Club “bus stop” booth to be positioned on DSISD property in order to participate in festival activities during the 2023 Founders Day Festival, in accordance with City and DSISD facility use policy.

Commission Recommendations: Recommend approval of DSISD facility use agreement with consideration for relocating Early Voting away from DSISD Admin Building.

Recommended Council Actions:

Attachments: 2023 Founders Day Facilities Use Agreement with Lions Club and DSISD

Next Steps/Schedule: Confirm new location for Early Voting. Approve and execute the Agreement.

**FOUNDERS DAY FESTIVAL
Facilities Use Agreement**

This Founders Day Festival Agreement ("Agreement") is made and entered into on the 27th day of February 2023, by and between the CITY OF DRIPPING SPRINGS, TEXAS, a general law municipality ("CITY"), the DRIPPING SPRINGS LIONS CLUB, a Texas nonprofit corporation ("LIONS CLUB") and the DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("DSISD"). In this Agreement, the CITY, DSISD and LIONS CLUB are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS:

WHEREAS, each year the Founders Day Festival ("Founders Day") is held in the City of Dripping Springs, Hays County, Texas; and

WHEREAS, CITY owns that certain 0.846 tract of land in the City of Dripping Springs, Hays County, Texas being more particularly described in *Exhibit "A"*, attached hereto and incorporated herein as if fully set forth ("City Property"); and

WHEREAS, DSISD owns that certain property in the City of Dripping Springs, Hays County, Texas being further described in *Exhibit "B"*, attached hereto and incorporated herein as if fully set forth ("DSISD Property"); and

WHEREAS, LIONS CLUB desires to participate in Founder's Day and use the City Property and DSISD Property for festival activities; and

WHEREAS, subject to the terms and conditions hereinafter stated, CITY and DSISD agrees to allow LIONS CLUB to participate in Founders Day and use the City Property and DSISD Property; 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 I. RECITALS

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

ARTICLE II. DEFINITIONS

- 2.01 Agreement** means this binding legal contract between the Parties. The Agreement includes any exhibits, addenda, and/or amendments. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:
- (a) This Agreement;
 - (b) exhibits.
- 2.02 City** means the City of Dripping Springs, Hays County, Texas.
- 2.03 DSISD** means the Dripping Springs Independent School District, Hays County, Texas.
- 2.04 Effective Date** means the date upon which the binding signatures of all Parties to this Agreement are affixed.
- 2.05 Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability.
- 2.06 Lions Club** means the Dripping Springs Lions Club, a Texas nonprofit corporation.
- 2.07** Certain other capitalized terms have the meanings given in the Recitals or section of this Agreement where first used.

ARTICLE III. TERM

- 3.01** This Agreement shall be effective on the Effective Date, and shall remain in full force and effect until 12:00 midnight April 30, 2023.

ARTICLE IV. OBLIGATIONS

- 4.01 Obligations of LIONS CLUB.**
- (a) LIONS CLUB agrees to review and comply with all rules and regulations adopted by CITY regarding Founders Day.
 - (b) LIONS CLUB agrees that the contractor for the carnival shall add CITY and DSISD to its insurance as additional named insureds and provide a copy to DSISD and the CITY as provided in Exhibit "C".

- (c) LIONS CLUB shall take reasonable steps to ensure that waste is not performed upon the DSISD Property, and that any damage to the grounds is limited to reasonable wear and tear. Any destruction, damage, or injury to DSISD property during the LIONS CLUB's use of the DSISD Property shall be cleaned and repaired by the LIONS CLUB.
- (d) LIONS CLUB and CITY are obligated to remove and properly dispose of all litter, trash, and refuse on the DSISD Property as a result of the carnival.
- (e) The LIONS CLUB's use of the DSISD Property on Friday shall not interfere with, or any way hinder, DSISD's use of the Administration Building, and access to the Administration Building from the rear of the building.
- (f) LIONS CLUB shall take all steps necessary to prevent use of alcoholic beverages or tobacco products on the DSISD Property.
- (g) LIONS CLUB shall review and comply with DSISD Facility Use Policy in *Exhibit "C"* attached hereto and incorporated herein as if fully set forth within. LIONS CLUB shall review and comply with DSISD policy GK.A (LEGAL) and policy GKD (LOCAL) as published on TASB website (<http://www.tasb.org/policies/pol/private/1059040>) with the exception of the Facility Use Policy requirement to provide chaperons for children.

4.02 Obligations of DSISD.

- (a) DSISD agrees to allow LIONS CLUB the use of the DSISD Property for Founders Day activities.
- (b) DSISD agrees to allow LIONS CLUB the use of the DSISD Property beginning on Thursday, April 27, 2023 from 5:00 p.m. and remain on the premises until Sunday, April 30, 2023 until midnight.
- (c) DSISD agrees that LIONS CLUB shall have sole control of the operation of the LIONS CLUB's carnival business and the Rotary Club's tent at Founders Day with the exception of one (1) booth area designated for DSISD Booth located on the Bridge Entrance to Carnival Area which shall be clearly marked by DSISD prior to arrival of carnival contractor and may not set up prior to Saturday April 29, 2023 at 6 a.m.

4.03 Obligations of CITY.

- (a) CITY agrees to allow LIONS CLUB the use of the CITY Property for Founders Day activities.
- (b) CITY agrees to allow LIONS CLUB the use of the CITY Property beginning on Thursday, April 27, 2023 from 5:00 p.m. and remain on the premises until Sunday,

April 30, 2023 until midnight.

- (c) CITY confirms it will fully close Mercer Street from the intersection with US Highway 290 to the Mercer Street Bridge, beginning on Thursday, April 27, 2023 at 5:00 p.m. in accordance with the CITY's Traffic Control Plan.
- (d) DSISD will be allowed to access the Administration Building driveway located on Sportsplex Drive on Friday, April 28, 2023 from 7:00 a.m. to 4:00 p.m.
- (e) The CITY confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool, that covers its streets and public areas. Such liability coverage shall be made available to LIONS CLUB as a participant in Founders Day. Such liability coverage shall cover DSISD Property and name DSISD as additional insured.
- (f) CITY agrees that LIONS CLUB shall have sole control of the operation of the LIONS CLUB carnival business at Founders Day.
- (g) CITY agrees to post signs prohibiting the sale or consumption of alcohol and tobacco products on DSISD property.
- (h) CITY agrees to restrict access to specific areas of DSISD property through the use of barricades as further depicted in *Exhibit "D"* attached hereto and incorporated herein as if fully set forth.
- (i) CITY agrees to provide an appropriate official to guard and patrol the west gate entrance, as further depicted in *Exhibit "D."* "

ARTICLE V. NOTICES

5.01 All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated in this Agreement; or
- (b) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to LIONS CLUB:

Dripping Springs Lions Club

Attn: Sharon Kemp
 P.O. Box 53
 Dripping Springs, TX 78620

Notice to DSISD:
 Dripping Springs ISD
 Attn: Superintendent
 PO Box 479
 Dripping Springs, TX 78620

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

With Copy to:
 Walsh Gallegos Trevino Russo & Kyle P.C.
 Attn: Oscar Trevino
 Centennial Towers
 505 E. Huntland Dr.
 Suite 600
 Austin, Texas 78752

Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this Article V.

The inability to deliver because of changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand, or other communication, shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

Nothing contained herein shall be construed to restrict the transmission of routine communications between the Parties.

ARTICLE VI. TERMINATION & SUSPENSION

- 6.01** This Agreement may, by written notice given in the manner hereinafter provided, be terminated by:
- (a) mutual written consent of the Parties; or
 - (b) CITY if a default or breach shall be made by LIONS CLUB or DSISD with respect to the due and timely performance of any of its covenants and agreements contained herein; or

(c) DSISD if a default or breach shall be made by LIONS CLUB or CITY with respect to the due and timely performance of any of its covenants and agreements contained herein.

- 6.02** No termination of this Agreement, whether pursuant to Section 6.01 above or otherwise, shall terminate or impair any claim by CITY or DSISD against LIONS CLUB based upon any breach of this Agreement.

In the event CITY or DSISD terminates under this section, the following shall apply: Upon CITY's or DSISD's delivery of the referenced notice to LIONS CLUB, LIONS CLUB shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. The Parties agree that LIONS CLUB shall be solely responsible for any payments due to any subcontractors.

ARTICLE VII. GENERAL PROVISIONS

- 7.01 Assignment.** The Parties each hereby bind themselves, their successors, assigns 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 LIONS CLUB without the express written consent of the CITY and DSISD.
- 7.02 Waiver.** No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by the CITY or DSISD shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- 7.03 Venue & 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.
- 7.04 Exclusive agreement.** This document, and all appended documents, constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.
- 7.05 Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 7.06 Force Majeure.** Neither CITY, DSISD, nor LIONS 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 undertaken to mitigate its effects.
- 7.07 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.
- 7.08 Independent Status.** LIONS CLUB is independent, and is not CITY's or DSISD's employee. LIONS CLUB's employees or subcontractors are not CITY's or DSISD'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.
- 7.09 Indemnification.** LIONS CLUB shall defend (at the option of CITY or DSISD), indemnify, and hold CITY and DSISD, 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 LIONS CLUB, or LIONS CLUB's agents, employees, subcontractors, invitees, guest or trespasser in the performance of LIONS CLUB's obligations under this Agreement, no matter how, or to whom, such loss may occur. Attendees at the Founders Day Festival shall be deemed an invitee for purposes of this Section 7.09 indemnification. Nothing herein shall be deemed to limit the rights of CITY, DSISD or LIONS CLUB (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.
- 7.10 Compliance with Laws & Ordinances.** LIONS CLUB, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Ordinances of the City of Dripping Springs, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- 7.11 Third Party Beneficiaries.** For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the CITY, DSISD or LIONS CLUB; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the CITY, DSISD or LIONS CLUB.

- 7.12 Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the CITY or DSISD. Neither the CITY nor DSISD waives, modifies, or alters to any extent whatsoever the defense of governmental immunity pursuant to the laws of the state of Texas.
- 7.13 Standard of Care.** LIONS CLUB represents that it employs or contracts with trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.
- 7.14 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.

IN WITNESS WHEREOF, the Parties to these presents have executed this Agreement on the dates indicated.

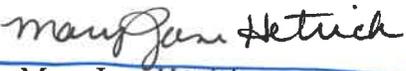
CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT:



Dr. Mary Jane Hetrick

Attest:



Stefani Reinold, Board Secretary

DRIPPING SPRINGS LIONS CLUB:

Denise Nemanich, President

Doug Marsh, Lions Club President

Sharon Goss, Lions Club Secretar

COMMITMENT

The primary purpose or function of public school facilities is to provide quality educational environments conducive to the learning of the students they serve. Dripping Springs Independent School District (DSISD) also supports the physical and moral character development of its students through after school activities, and supports the growth and development of the citizens of the Dripping Springs community. To accomplish this, DSISD encourages the use of school buildings and grounds by the community for educational, recreational, civic and cultural activities to the extent possible under public school laws and regulations. Accordingly, community use of school buildings and grounds is subject to the needs and convenience of the District and shall be permitted so long as such use does not conflict with the District's use of school buildings and grounds for public school purposes and activities, with state and federal laws, with local ordinances or with the proper care and maintenance of school facilities and grounds. Facilities may not be used by outside organizations without a valid facility use application.

The Dripping Springs ISD is a tax-supported non-profit organization established to serve the students and youth residing within the boundaries of the District. DSISD may, therefore, differentiate among various categories of organizations/groups (such as youth groups, non-profit organizations, for-profit organizations, and civic groups) in establishing the fees charged. All organizations/groups within the same category shall be offered fair and equal access to DSISD facilities

GROUPS

District Sanctioned School Functions

District Sanctioned School Function groups shall mean approved student groups/clubs or parent organizations affiliated with a particular school or the district.

Youth Groups

Youth Groups shall mean any 501c3 group or organization intended to serve young people of school age. DSISD policy GKD (LEGAL) / GKD (LOCAL) states that in order for an organization to qualify for the DSISD youth group rate, 85 percent of the total participants of the organization must be DSISD students and a ***complete roster of the student participants and the campus they attend is required to accompany the request.***

Non-Profit Organizations

The term "**Non-Profit Organization**" shall mean any civic, service, religious or charitable agency, association, organization, corporation, or partnership which is not engaged in a business or enterprise to produce income or a financial gain and which has obtained 501c3 status from the IRS (Internal Revenue Service). This definition is not intended to preclude a non-profit organization from engaging in fund-raising activities or charging fees for services simply to defray the organization's costs or for charitable purposes.

For-Profit Organizations

The term "**For-Profit Organization**" shall mean any partnership, association, organization or corporation engaged in a business for profit, which desires to use a school facility to engage in a profit-making enterprise for its owners, members, officers, directors, or stockholders.

GENERAL REQUIREMENTS

A responsible representative of a group or organization desiring to use a school facility shall submit a completed Dripping Springs ISD *Facility Use Application*, after reviewing the Dripping Springs Facilities Use Policy, to the Facility Use Department at least 21 days and no more than 6 months prior to the desired date.

The items listed below are required for approval for scheduling non-school events in Dripping Springs ISD facilities.

- A completed Dripping Springs ISD *Facility Use Application*.
- A copy of the organization's insurance policy in the name of the organization listing Dripping Springs ISD as additionally insured and/or the certificate holder.
- All 501c3 non-profit entities shall provide a copy of their *Letter of Determination* from the IRS.

In addition to complying with the terms and obligations set forth in this Policy, the Applicant/Lessee must also comply with all applicable laws, regulations, policies and guidelines. The application incorporates the terms and conditions of this Policy and any Amendments. Amendments or modifications to this Policy shall be in writing and signed by both parties.

An Applicant/Lessee's completion of the Dripping Springs ISD Facility Use Application ("application") does not constitute authorization for use nor does it assure availability of the facility as requested by the Applicant/Lessee. Dripping Springs ISD Board Policies (GKD (LEGAL) and GKD (LOCAL) are available through the Dripping Springs ISD website, or may be provided to any Applicant/Lessee upon request.

Application Filing

Application must be filed no less than 21 days and no more than 6 months prior to the requested date(s) of use. Any use of school facilities can be cancelled at the discretion of the DSISD without advance notice, if the activities are determined to be in conflict with district activities. In the case of inclement weather or other extenuating circumstances, District personnel will determine field conditions and use of district facilities on the day of the event. In the case of cancellation by the District, the district assumes no liability other than the return of any previously paid fees for unused facilities. The District shall **not** be obligated to locate and/or provide substitute space for an approved organization should the space be required by an approved organization with a higher priority.

Rental Cost and Fees for Use of Facilities

All payments must be mailed or made in person at the Dripping Springs ISD Facility Use Department, 510 West Mercer Street, P.O. Box 479, Drippings Springs, Texas 78620-0479. **No** DSISD employee is authorized to accept tips, gratuities or wages directly from the Applicant or lessee.

Applicant will be charged for all dates and times scheduled, unless a cancellation notice of at least five (5) working days is received.

The organization's authorized representative who signs this application/Policy agrees to pay all rental fees within 30 days of the date of statement.

A six percent (6%) penalty may be added to the total rental cost for payments 30 days past due of the statement date. Failure to pay rental fees and any penalty assessed as provided herein may result in the loss of rental privileges.

Insurance Requirements

The Applicant/Lessee must provide an *Accord Certificate of Insurance* with types and limits of insurance given at the time of submission of the Rental Application. Applications received without an accompanying Accord Certificate of Insurance will be declined and returned. (See Page 7 titled *Dripping Springs ISD Schedule of Minimum Insurance Requirements*)

The Accord Certificate of Insurance shall name Dripping Springs ISD as "Certificate Holder". The Accord Certificate of Insurance must provide coverage for the whole term of the Rental Application. Dripping Springs ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

Non-Profit Status verification requirement

All 501c3 non-profit corporations shall provide a copy of their *Letter of Determination* from the IRS. The Applicant/Lessee acknowledges by this signed application that the Applicant/Lessee's organizational officer(s) understand and accept the personal liability required under the "Charitable Immunity and Liability Act", and accept all applicable personal liability for the Applicant/Lessee's use of school facilities and properties.

Religious Organization

A religious organization must meet the definition of a church under the Internal Revenue Code, 170(b)(1)(A)(I).

ADA Compliance

Applicant/Lessee hereby agrees, warrants and represents that Applicant/Lessee will comply with the Americans with Disabilities Act at least to the same extent DSISD would be required to comply with such act. Applicant/Lessee will indemnify and hold harmless DSISD and its officers, employees and agents for, from and against any and all claims by third parties alleged against DSISD for alleged violations of the Americans with Disabilities Act relating to Applicant/Lessee's operations, programs and/or failure to make accommodations.

Health Requirements

All food servings must be in compliance with Texas Health and Safety Code (HSC), Chapter 438, Subchapter G. A temporary food permit from the City of Dripping Springs Sanitarian Department or Hays County Development Services Division may be required. (See *Do You Need A Temporary Food Event Permit?*)

Distribution of Literature

Distribution of written or printed materials, handbills, photographs, films, or other visual or auditory materials shall not be sold, circulated, distributed, or posted on any District premises except in accordance with DISD Policy GKDA (LEGAL) and GKDA (LOCAL).

Community Education Department

The following activities conducted on or in any district facility shall be coordinated through the District's Community Education Department in accordance with District Program Guidelines and Procedures:

- Private Instruction or Coaching (Individual or Group)
- Camps
- Classes
- Clinics
- Recreational or Competitive Team or League
(including Youth Sports, AAU, 7-on7 and other such groups)

Conditions of Facility Use

By submitting an application for review and approval, the Applicant/Lessee agrees to all of the following terms and conditions of facility use:

- Applicant/Lessee and any of its officers, employees, volunteers, agents, guests, and invitees shall comply with all applicable federal, state, and local laws, regulations, and rules and with all Dripping Springs ISD policies, regulations, and guidelines.
- The Applicant/Lessee using district facilities shall guarantee **orderly behavior** of any and all persons using the facilities and shall be **liable for any property damage or personal injury that occurs as a result of their use and for any personal injury**.
- All trash or recycling container pick-ups, other than those normally scheduled, which are required as a result of the Applicant/Lessee's event will be paid for by the Applicant/Lessee.
- Custodial cleaning shall be scheduled by the Dripping Springs ISD Facilities Department and paid for by the Applicant/Lessee. Applicant/Lessee shall not be permitted to opt out of custodial services required by Dripping Springs ISD.
- All District owned specialized equipment (projectors, PA systems, computers, lighting equipment, bleachers, etc.) will be operated only by Dripping Springs ISD employees. Additional fees for staff and equipment will apply for these services.
- Permission to use the facility or any portion thereof shall not be transferred to a third party.
- Representative(s) specified on the Application as responsible for the leased facilities shall be present at all times during the event.
- The number of participants shall not exceed the capacity of the facility, as established by Dripping Springs ISD.
- Usage and users are restricted to the area leased.

- No furniture, fixtures or equipment shall be removed from any building or rearranged between rooms and facilities except Facility Use Coordinator as scheduled by the Facility Use Coordinator.
- Food and drinks shall be consumed only in areas designated for such use and only after receiving prior written approval for such consumption from the Facility Use Coordinator. All food and drinks must be removed and the area left clean.
- An Applicant/Lessee that wishes to sell or serve food at a DSISD Facility shall receive prior approval of such from the Facility Use Coordinator. All food servings must be in compliance with the Texas Health and Safety Code, Chapter 438. Such compliance is the responsibility of Applicant/Lessee. A temporary food permit from the City of Dripping Springs Sanitarian Department or Hays County Development Services Division may be required.
- Permission to sell any product in any facility during the rental period must be obtained from the Facility Use Coordinator prior to the execution of the Policy.
- No smoking, tobacco use, drugs or alcoholic beverages are allowed on Dripping Springs ISD property.
- The use of decorations of any type must have prior approval from the Facility Use Coordinator. The user shall not drive staples, nails, tacks or screws into the floors, walls, ceilings, furniture or any other school property. The user shall not use duct tape, packing tape, strapping tape, or foam mounting tape on any surface. Painter's tape should be used where tape is necessary.
- The Applicant/Lessee shall not paint, wallpaper, mark or deface any school property.
- Use of Dripping Springs ISD kitchens will only be allowed under the supervision of an employee of the DSISD Child Nutrition Department and must be paid for by the Applicant/Lessee.
- Open flames (other than on properly permitted food trucks) are not allowed on any Dripping Springs ISD property.
- Firearms, weapons, or explosives are not allowed on Dripping Springs ISD property.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes or other unauthorized areas such as sidewalks, parking islands or playfields.
- Organizations using school facilities are responsible for enforcing all restrictions.
- Applicant/Lessee may place no more than two signs advertising Lessee's use on the property where the Dripping Springs ISD leased facility is located. Such signage must be pre-approved by the Facility Use Coordinator, and shall not cover any sign erected by Dripping Springs ISD. Applicant/Lessee signage shall not be erected more than one hour prior to and not more than 30 minutes after Applicant/Lessee's use of the facility.
- Applicant/Lessee shall provide security as determined by the Dripping Springs ISD Facility Use Department during the full course of the event. The cost for specialized personnel, such as police or parking lot attendants, will be billed to Applicant/Lessee. Custodians and other required personnel will not be considered as security.
- Due to safety and health concerns, no animals are allowed at events, including dogs (except for service dogs for the visually impaired).
- Rental fee will be assessed from the time the facility is opened until it is closed or vacated.

In addition to the above, for the use of gymnasiums, fields, cafeterias stages and auditoriums, the following restrictions apply:

- Organizations will be required to provide adult supervision during all events at the ratio of one adult for every 25 children participating in the event.
- The user, its guests and invitees shall wear appropriate athletic shoes when using gymnasiums for any purposes.
- Food and/or drinks are not allowed in any gymnasium or auditorium.

- All groups and organizations using any of the DSISD playfields, playgrounds or other outdoor facilities are expected to adhere to the DSISD Integrated Pest Management Program. For any pest control issues contact the Facilities Department (512.858.3013).
- All Turf Guidelines must be followed for the use of DSISD turf fields.
- Applicant shall obtain prior written approval before using or contracting to use tents, or inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, wild animals, reptiles and other amusement like items on District property.

Conditions for Dripping Springs High School Auditorium

- The DSHS Auditorium has a fixed conventional lighting rig and sound system with a limited selection of wired microphones that are included in the cost of the rental. Any other special technical needs (i.e. mirror balls, black lights, etc.) are to be provided by the Applicant/Lessee.
- The rental rate shall be the same for set-up, rehearsals, and performances.
- Technicians must be employees of Dripping Springs ISD.
- If the Auditorium Manager deems it necessary to have additional labor, each additional employee shall be paid for by the sponsoring organization.
- Adequate security may be required for the actual event and is contracted by DSISD with the Hays County Sheriff's Office. Security may not be contracted directly by the Lessee.
- Permission to sell any other type of product in the DSHS Auditorium during the rental period must be obtained from the Facility Use Coordinator prior to the execution of the rental contract.
- Each audience member must be seated in a fixed chair prior to the start of the performance and may never be seated in an aisle. Audience members in wheelchairs must be accommodated in the designated accessible seating areas.
- No food or drink of any kind is allowed in the auditorium itself.
- Fire, pyrotechnics, candles, open flames, or confetti of any type are strictly prohibited.

Criminal Background Checks

Approved organizations agree to prohibit employees, agents or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property.

No waiver of Immunities

Nothing in this Policy waives or alters any immunities provided DSISD, its employees, agents or officers, under Texas or federal law.

Indemnity provision

Applicant hereby agrees to and shall indemnify, defend and hold harmless Dripping Springs ISD, its agents, trustees, officers and employees from and against any and all suits, actions, losses, damages, liability and claims of any character, type, or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the use of Dripping Springs ISD's facilities by Applicant/Lessee, its agents, officers, employees or invitees. **Such indemnity shall apply where the above referenced suits, actions, losses, damages liability or claims arise in whole or in part from the negligence of Dripping Springs ISD.** Applicant/Lessee agrees to and shall insure the obligations under this provision in the amounts specified pursuant to this Policy.

Waiver of Subrogation

Applicant/Lessee waives all rights against Dripping Springs ISD and its agents, trustees, officers, and employees, for damages or losses to the extent that such damage or loss is reimbursed by any insurance in effect during the use of Dripping Springs ISD's facilities, regardless of whether such damage or loss arises out of or is caused by negligence of Dripping Springs ISD, or its agents, trustees, officers and employees. It is the intention and agreement of both parties that the rental reserved by Applicant/Lessee have been fixed in contemplation that Applicant/Lessee shall look to its insurance carrier(s) for reimbursement of any such loss, and further that the insurance carrier involved shall not be entitled to subrogation under any circumstances against Dripping Springs ISD. Applicant/Lessee shall have no interest or claim in Dripping Springs ISD's insurance policies, or the proceeds thereof.

MISCELLANEOUS**Entire Policy**

This Policy contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes any and all other agreements between the parties, whether verbal or written with regards to the subject matter herein. Any oral representations or modifications concerning this instrument will not be of force and effect. All amendments, modifications, or supplements must be in writing and signed by both parties.

Governing Law

This Policy shall be governed by, interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Policy or the subject matter hereof shall be in the court of competent jurisdiction located in Hays County, Texas.

Assignment

The Policy shall not be assignable by Applicant/Lessee in whole or in part without the prior written consent of Dripping Springs ISD.

Severability

Any provisions of this Policy that shall prove invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

DSISD Schedule of Minimum Insurance Requirements

The following information is provided to inform the Applicant/Lessee of insurance requirements to be provided and approved prior to use of any Dripping Springs ISD facility.

Dripping Springs ISD does not purchase liability insurance for death, property damage, personal injury, or the operation of a motor vehicle by a member of the Applicant/Lessee's organization, for the use of school property.

The Applicant/Lessee must provide an *Accord Certificate of Insurance* with types and limits of insurance given below. **The Accord Certificate of Insurance shall name Dripping Springs Independent School District as a Certificate Holder.** Dripping Springs ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum A rating in the current *Best Book*, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or its designee, and is acceptable to Dripping Springs ISD. The insured shall be the named Organization. **Dripping Springs ISD should be listed as "Additional Insured" using the address of the Administration Offices at 510 W. Mercer St., Dripping Springs TX 78620.** The Accord Certificate of Insurance shall include amounts of each deductible and all exclusions. The Accord Certificate of Insurance must provide coverage for the whole term of the Policy for use of Dripping Springs ISD facilities. Dripping Springs ISD reserves the right to reject at any time a Certificate of Insurance submitted by an organization.

Commercial General Liability Insurance containing all coverage set out in the basic policy in Texas including Products and Completed Operations, Contractual, Personal and Advertising Injury, Explosion Collapse and Underground Property Damage Hazard; insurance shall provide limits of:

Policy Aggregate:	(At least) \$1,000,000 or state "NONE"
Each Occurrence:	(At least) \$1,000,000
Products/Completed Operations Aggregate:	(At least) \$1,000,000
Fire Damage:	(At least) \$ 50,000

Automobile Liability Insurance:	
Combined Single Limit:	(At Least) \$500,000

(Required if the organization owns vehicles and will be using them on school property.)

Workers Compensation	(At least) \$100,000
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(Required if the organization has employees who will be performing manual labor of any kind on school property.)

Food Truck Policy

District Fundraisers

In the case of an approved fundraiser benefiting a PTO, booster club or student group/club, the fundraising group must negotiate with the food truck vendor for a percentage of proceeds from food truck sales to be donated to the fundraising organization/group.

- A fundraiser form must be approved by Business Services stating percentage of proceeds to be donated and estimated proceeds from the event. Percentage must comply with minimum profit levels of \$500/\$1,000 according to fundraising procedures stated in the DSISD Business Office Procedures Manual.
- No fee will be charged to the food truck vendor(s) if they are donating a percentage of their proceeds to the fundraising organization/group.
- Food truck vendors must contact the Facility Use office to complete a facility use form and submit with date/time of operation and the following documentation:
 - Certificate of liability insurance on an Acord Certificate listing DSISD as additional insured. See page 7 of Facility Use Agreement for minimum limits of coverage.
 - Copy of valid city/county permits. Link: [Food Truck Permit](#)
 - Proof of annual inspection by Hays County Fire Department for propane and open flame burners.

One Day and Recurring Event Rentals

Food truck rentals on District property will be assessed a flat rate fee per day.

1-6 hours: \$50

7+ hours: \$100

Food truck vendors must complete a Facility Use Application and submit to Facility Use office with date/time of operation and the following documentation:

- Certificate of liability insurance on an Acord Certificate listing DSISD as additional insured. See page 7 of Facility Use Agreement for minimum limits of coverage.
- Copy of valid city/county permits, and clear posting of permit in windshield of the vehicle. Link: [Food Truck Permit](#)
- Proof of annual inspection by Hays County Fire Department for propane and open flame burners.

Food truck vendors will be responsible for removal of any grease or spills on paved areas, or will be assessed a \$100 cleaning fee for DSISD maintenance to remove the spill.

Food trucks will not be permitted to operate during school breakfast and lunch hours, or during competing school group and booster club fundraisers.

Food truck applications will be subject to additional District approval based on the type of event.

Risk Management Safety Information

When using our facilities all Fire Codes must be followed. The fire marshal can impose a \$500-\$2,000 fine per incident to the user.

Please make sure that you are compliant with the following:

- Do not cover/block exit signs, doorways, fire extinguishers, strobe lights, or smoke alarms
- Do not move or place anything in the hallways
- Use only the room/rooms that you requested
- If you use extension cords, make sure they are the heavy-duty type. They must be unplugged when not in use
- If the fire alarm goes off, please evacuate everyone in the building immediately: Do not reset alarm.

We appreciate your cooperation in this matter. If you have any questions or concerns please do not hesitate to call the following personnel at any time:

Jennifer Minigh, Facility Use Coordinator	512.858.3046
Curt Marek, After Hours Events	512.800.2212
Steve Randel, Maintenance Supervisor	512.858.3084

Safety is our Priority

Please help us keep our schools and children safe!

Remember, an illegally parked vehicle may impede medical emergency access. Don't be responsible for any delays; it could be for your child or family member.

Please do not park in fire lanes, by fire hydrants, blocking driveways, in handicap spaces, or in handicap accessible routes.

All groups using any DSISD facilities and grounds are responsible for keeping all emergency access clear at all times.

Lightning Warning

Lightning is a severe hazard that must be viewed seriously. Everyone should immediately seek shelter any time they believe lightning threatens them, even if a signal has not been sounded.

***IF YOU REMAIN OUTDOORS AFTER THE WARNING IS ISSUED, YOU DO SO AT YOUR OWN RISK AND
SUBJECT ALL PARTICIPANTS AND ATTENDEES
IN YOUR CARE TO DANGER!***

All youth organizations using a DSISD outdoor facility are expected to abide by the following tips as part of the Facility Use Policy for DSISD Facilities.

Lightning Safety Tips

SEEK

- Large buildings
- Automobiles/Buses

AVOID

- Open areas
- Water
- Tall trees
- Metal fences
- Overhead wires and power lines
- High ground areas
- Telephone and cellular phones
- Radios
- Small, unprotected shelters

Integrated Pest Management Program

The Texas State Legislature passed legislation requiring **ALL** school districts to have an Integrated Pest Management program adopted by September 1, 1995. Integrated Pest Management, or IPM, is simply a strategy that relies on a combination of the best available control tactics, with an emphasis on the least hazardous methods, to effectively and economically reduce pests. IPM relies heavily on information about the pest, and its changes in population to devise accurate and targeted control strategies that require minimal, or no, use of pesticides. IPM is a collaborative effort involving administrators, teachers, students, facilities staff and pest control operators, among others.

Per DSISD Board Policy, CLB (LOCAL), In accordance with Part 4, Title 7 of the Administrative Code and Chapter 1951 of the Occupations Code, the District's IPM program shall govern the District's use of pesticides, herbicides and other chemical agents for the purpose of controlling pests, rodents, insects and weeds in and around District facilities. The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law.

No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a school facility without the prior approval of the DSISD IPM coordinator and other than in the manner prescribed by law and the District's Integrated Pest Management program.

Turf Field User's Responsibilities

Major areas of responsibility: Keeping the turf clean and preventing physical damage. Users are responsible for their players as well as their spectators.

Cleanliness: Because the turf is not regenerated like natural grass, anything left on the turf remains there, posing health and safety hazards as well as general degradation of the turf.

Prohibitions

- No food of any kind, including seeds
- No gum
- No nuts or peanuts (a serious allergy risk to others)
- No soda; no sports drinks; no tobacco products; no alcohol
- No water is to be sprayed on artificial turf fields
- No introductions of sand or fills on the field.
- No dogs or other animals (advise your spectators)
- No storage of equipment
- No golfing, javelin throwing and no use of long spike track shoes
- No open flames of any kind, including fireworks and welding, etc.
- No roller blades, roller skates, skateboards, bicycles, tricycles or any other wheeled apparatus shall be allowed on the artificial turf field.
- Any equipment used on the field must be lifted and carried for placement - **DO NOT DRAG**-(i.e. hurdles). Protect the turf surface from sharp or pointed edges of objects or equipment placed on the field. When goals or other equipment are moved, they should be carried or moved on wheels. ***Dragging goals, such as lacrosse or soccer goals, will damage the turf.***
- Maximum length for cleat spikes is 1/4"; 3/16" is preferred.
- Motorized vehicles are not permitted on the turf (except approved maintenance vehicles). If an ambulance or other emergency vehicle must traverse the turf, try to caution the driver to be extremely careful when starting, stopping and turning (should make slow wide turns). A wood block should be placed at the curb to smooth the transition on and off the turf.

Violation of these guidelines may be cause for expulsion from District property and/or loss of rental privileges. Any repair cost will be billed to the renter.

Clean-up

1. You are responsible for leaving the field as clean as you found it. When you are done, you must police the field and remove anything left by your players or spectators, such as trash, athletic tape or equipment. Be very careful to remove all mouth guards left by players (a biological hazard). Have your players police the field in a line at the end of their event. Ask the visiting team to assist.
2. Spills should be removed as quickly as possible. Thoroughly rinse any cleaning attempts to avoid slippery areas that could result in injury.

Other Notes

1. Please encourage your players not to spit.
2. Spilled drinks should be thoroughly rinsed into the turf with clean water.
3. If a school custodian is assigned to your event, contact the custodian for assistance.
4. For serious matters call police dispatch.
5. Notify Facility Use Department if any areas of the turf are damaged or deficient.

DO YOU NEED A TEMPORARY FOOD EVENT PERMIT?

Festivals, parades, celebrations and other special events contribute to the quality of life. Most of these events also feature food for sale or distribution. These Temporary Food Events (TFE), such as traveling fairs and carnivals, circuses, multicultural celebrations, special interest fundraisers, restaurant food shows, and other gatherings, have become extremely popular and are held with increasing frequency in our community. Many of these TFE can involve extensive preparation and processes that include the cooking and advance preparation of food prior to service. Anytime food is being handled there is a possibility of the food becoming contaminated. Some foods such as raw meats and poultry can be contaminated prior to obtaining them. It is estimated that 76,000,000 cases of food borne illnesses occur every year and there are emerging illnesses and drug resistant bacteria that are increasing the hazards. No one wants to make anyone ill and with this in mind the Texas Food Establishment Rules (TFER) provide guidelines for permitting and food safety standards for all food establishments. The Texas Department of State Health Services has established procedures that can assist with the advanced planning and management of TFE. We ask for your support in promoting these food safety practices.

The City of Dripping Springs Sanitarian Department/Hays County Development Services Division may require individuals or organizations to obtain a temporary food service permit for any event in which they are offering food for public consumption.

If you can answer "Yes" to any of the following questions you may need to obtain a temporary food service permit.

1. Is the general public invited to the event?
2. Can a person other than a member of the organization and their family members or invited guest attend?
3. Have you advertised the event or sold tickets to the general public?

The following is a list of minimum guidelines for food safety:

- **NO HOME PREPARED FOODS** other than baked goods such as cookies, brownies, cakes can be prepared and served.
- Hand washing and ware washing facilities must be provided. The hand washing facility is a container that allows for water to flow freely with a catch bucket below (i.e. a tea urn with the spout propped open) and provided with soap and paper towels. The ware washing facility can be three separate containers set up for washing, rinsing and a bleach solution.
- All foods must be cooked to required temperatures (Ask about specific foods you want to offer).
 - Hot foods must be held at 140°F or above.
 - Cold foods held at 41°F or below.
- All foods must be kept covered.
- Overhead and floor covering must be provided.

For questions and additional information, contact the following:

City of Dripping Springs Sanitarian Department	512.858.4725 Hays
County Development Services Division	512.393.2150



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

Submitted By: Andrew Binz, Parks and Community Services Director

City Council Meeting Date: March 7, 2023

Agenda Item Wording: Discuss and recommend approval of the proposed changes to Article 16.02 Parks and Recreation in the City Code of Ordinances.

Agenda Item Sponsor: Sherrie Parks

Summary/Background: The Parks & Community Services staff conducted a review of Article 16.02. Parks and Recreation in the City Code of Ordinances. As part of the Park System Signage Phase 1 project, a new Pedestrian Information Kiosk with Park Rules is scheduled to be installed at Founders Memorial Park. Staff recognized this as an opportunity to review our ordinances before new signs are made and installed.

Division 3: Youth Programs' Standards of Care also needs to be approved by City Council on a yearly basis. In 1995, during the 74th State Legislation Session, Senate Bill 212 was passed. This bill exempts certain youth programs from child-care licensing requirements including elementary-age (ages 5-13) recreation program operated by a municipality.

The governing body of the municipality must annually adopt "Standards of Care" by Ordinance with public hearing. The ordinances shall include, staffing ratios, staff qualifications, facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provide that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.

The National Recreation and Parks Association comes out with a yearly Agency Performance Review. This report is the most comprehensive resource of data and insights for park and recreation agencies in the United States. Staff has provided the data regarding tobacco and alcohol policies within parks and recreation facilities by agencies in 2022.

Commission Recommendation: The Parks and Recreation Commission recommended approval at their February 6, 2023, meeting with a vote of 7 – 0.

Staff Recommend approval of the changes to Article 16.02 Parks and Recreation.

Recommendations:

Attachments: Article_16.02_PARKS_AND_RECREATION.Parks.StrikeThroughCopy

SB 212 1995

NRPA Alcohol and Tobacco Policies Data

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2023-___

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 16: PUBLIC WAYS AND PLACES: ARTICLE 16.02. PARKS AND RECREATION; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote and maintain the quality of life in our community, ensuring the health of all citizens, and contributing to the economic and environmental well-being of the community; and

WHEREAS, a new Pedestrian Information Kiosk with Park rules is scheduled to be installed at Founders Memorial Park; and

WHEREAS, City Staff have determined to review and update Article 16.02. Parks and Recreation in the City Code of Ordinances before production and installation of the new Pedestrian Information Kiosk system; and

WHEREAS, the City Council recognizes the public safety benefits by updating Article 16,02. Parks and Recreation in the City Code of Ordinances; and

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

WHEREAS, the City Council finds that it is necessary and proper for the protection of the welfare, health, peace, and safety of the City of Dripping Springs to adopt an ordinance amending Article 16,02. Parks and Recreation in the City Code of Ordinances.

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

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

Chapter 16, Article 16.02 Parks and Recreation of the Dripping Springs Code of Ordinances is hereby amended to read in accordance with Attachment “A” and which are attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Additions to the Ordinance text are underlined and highlighted and deletions are struck-through.

3. REPEALER

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

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. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

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 provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of _____ 2023, 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:

Andrea Cunningham, City Secretary

Attachment "A"

- CODE OF ORDINANCES
Chapter 16 - PUBLIC WAYS AND PLACES
ARTICLE 16.02. PARKS AND RECREATION

ARTICLE 16.02. PARKS AND RECREATION¹

DIVISION 1. GENERALLY

Secs. 16.02.001—16.02.030. Reserved.

DIVISION 2. PARK RULES

Sec. 16.02.031. Title.

This division shall be cited as the parks rules.

Sec. 16.02.032. Purpose.

These rules are established to regulate the use of city parks and recreational facilities. These rules are intended to secure and preserve the fullest enjoyment of parks and recreational facilities to a wide range of park patrons. Failure to abide by these rules shall be cause for removal. The commission of offenses under local ordinances or state law shall be cause for arrest.

Sec. 16.02.033. Applicability.

These rules apply to and in all parks and recreational facilities or areas belonging to the city or managed by or under the authority of the city. These rules shall not apply to city, state or federal agents or officials in the performance of official duties.

(Ordinance 1510.05, adopted 4/20/10)

Sec. 16.02.034. Definitions.

- (a) Rules of interpretation. Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural

¹State law reference(s)—Authority to acquire and maintain parks, museums and historic sites, V.T.C.A., Local Government Code, ch. 331.

number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions.

Alcoholic beverage: Alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Business activities: The provision of services, instructions, training, or support to another person or to a group in exchange for payment.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

Commercial Activity: Providing goods or services for sell or rent or providing a class or instruction for compensation or as an inducement or advertisement for paid classes or instruction.

Commercial fitness trainer: A for profit trainer providing physical fitness training expertise to clients in a city park.

Commission: The city parks and recreation commission (aka, "parks and rec") or any successor entity.

Dangerous animal: An animal that:

- (1) Makes an unprovoked attack on a person or another animal that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own;
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (3) Park personnel deems to be uncontrollable and a danger to those around it.

Department: The City of Dripping Springs and ~~community services department.~~ Parks & Community Services department.

Farmers market association board/committee: The board created under article 6.05 of this code who supports, coordinates, and oversees the market and serves as an advisory body to the city council.

Firearm: A device defined in accordance with Texas Penal Code section 46.01.

For profit groups: Individuals or organizations that are not nonprofit groups as determined by state and/or federal law.

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Glass container: Any glass receptacle ~~other than:~~

- ~~(1) Glass lined vacuum bottles;~~
- ~~(2) Commercially produced baby bottles or baby food jars containing products for consumption by a baby; or~~
- ~~(3) Drug glass containers containing over the counter or prescribed drugs.~~

Market manager: The city employee designated by the city administrator to ~~supervise~~ manage the operations of the farmer's market.

Multi-use trail: Trails designated for pedestrian, bicycle, and equestrian use.

Nonpark waste: Trash, refuse, litter or other solid waste that is not created or generated on-site at a park, but is transported from a person's home, business or other location to a park for disposal purposes. This term includes construction debris, office waste, municipal solid waste, and any form of hazardous waste. This term excludes waste generated on park premises during the course of lawful use of the park for recreational purposes.

Park: Any or all of the parks and facilities under the management and control of the city, including any land now or hereafter dedicated by the city as a municipal park.

Park attendant: A city employee who has been designated by the city council or city administrator to oversee and enforce the rules at a city park.

Park facility: Any building or structure intended for a specific type of use within a park including, but not limited to, a building, sports field, recreational facility, parking lot, covered pavilion, designated camping site, skatepark, or other specific use area within a park.

Person: An individual, corporation, organization, government agency, business, trust, partnership, association, or any other legal entity, other than the city.

School-related activity: An event or activity on or off school property sponsored and/or sanctioned by the Dripping Springs Independent School District. Examples include, but are not limited to, sporting events and performances, such as theatrical, etc.

Tobacco product: Includes, but is not limited to, a cigarette, cigar, and any smokeless tobacco product such as chewing and dipping tobaccos.

Vehicle: A device that can be used to transport ~~or draw~~ persons or property including, but not limited to a moped, power-driven bicycle, motorcycle, motor scooter, automobile, truck, golf cart, tractor, aircraft, gliders, paragliders, and all-terrain vehicle.

Weapon: Anything that in the manner of its use or intended use is capable of causing death, personal injury, or serious bodily injury, including (but not limited to) air guns, clubs, axes, pellet or BB guns, bows and arrows, or projectile devices.

(Ordinance 2019-04, adopted 1/15/19)

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Sec. 16.02.035. Enforcement; penalties.

- (a) Enforcement. The city shall have the power to administer and enforce the provisions of this division as may be authorized by governing law. Any person violating any provision of this division is subject to suit for injunctive relief as well as prosecution for criminal violations to the extent permitted by applicable law.
- (b) Criminal penalty. An offense under this division is a misdemeanor. Any person violating any of said provisions of this division shall, upon conviction, be subject to a fine not to exceed \$500.00 for each offense.
- (c) Civil remedies. Nothing in this division shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this division and to seek all remedies as allowed by law.
- (d) Nothing is in this section limits which individuals are authorized to issue notices of violation, warnings, or citations under state law.

Sec. 16.02.036. Issuance of warnings and citations.

- (a) Any park attendant, as well as any city officer or city employee, is authorized to issue warnings to any person or persons violating any rules or regulations applicable to the parks, swimming pools, or other park facilities.
- (b) Any city officer authorized to issue citations may issue them to any person or persons violating any rules or regulations applicable to the parks, swimming pools, or other city-owned facilities.

Sec. 16.02.037. Authority to establish rules and reservation system.

The city council hereby authorizes the commission to establish rules for the orderly use of city parks, and to establish and oversee a system for reserving the use of park facilities by persons on a temporary basis. The commission may establish fees, insurance requirements, and any other requirements for such use. Commission rules shall become effective upon ratification by the city council.

Sec. 16.02.038. Use of park facilities.

Park facilities generally are available for public use on a first-come, first-served basis except for areas that require entrance or other fees, or that have previously been reserved.

- (1) Entrance or use fees. It is an offense for any patron to enter or use any park area or park facility for which an entrance or use fee has been established, unless each person has first paid the fee or is otherwise authorized to enter. Entrance permits or passes shall be displayed to gate or entrance attendants on request.

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- (2) Reservations fees. It is an offense for any patron to use or occupy a facility or area for which a reservation fee has been paid, when such use conflicts with the use by persons holding the reservation. Reservations shall be made in accordance with the city's reservation policies. Confirmation of the reservation shall be displayed on request to city employees charged with supervision or patrolling of parks.

Sec. 16.02.039. Occupancy limits.

- (a) The department may establish and post maximum occupancies for any park area or park facility.
- (b) It is an offense for any patron to enter into or remain in an area or facility for which an occupancy limit has been established when such action will have the effect of exceeding the established occupancy limits.

Sec. 16.02.040. Assemblies or public demonstrations.

~~Organizers intending to conduct an event of any kind on parkland shall provide 24 hours' notice to the department by calling the city, if the expected crowd will exceed 60 individuals. (a)~~
Organizers intending to conduct an event of 50 or more on parkland shall submit a completed Special Event Application at least 30 days prior to the start of the event being considered. Per City Code 6.02.071

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(b) Generally, events at parks are permissible, except where such an activity will prevent or will be inconsistent with the intended use of park facilities at the proposed site of assembly or may disrupt or interfere with scheduled events. Parks fees do apply to any event depending upon location of the event.

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(c) A violation of subsection (a) is an offense.

Sec. 16.02.041. Closed areas.

- (a) The city administrator or designee may close park areas, wildlife preserves, or park facilities to public entry or otherwise restrict use until such time as the area or facility can be made available for public use.
- (b) Except in emergency circumstances, notice of closure shall be posted at the entrance of the area or facility and on the city's website and patrons shall not enter closed or restricted areas.
- (c) ~~It is an offense for any~~ No person under this section to shall enter areas closed due to flooding or which are areas that are the subject of a flood ban.
- (d) A violation of this section is an offense.

Sec. 16.02.042. Disruptive, destructive or hazardous behavior; ejection from park.

- (a) ~~Patrons~~ A person who engages in disruptive, destructive or hazardous conduct may be warned and asked to stop such conduct immediately by any park attendant, city employee charged with patrolling of parks, or a peace officer.
- (b) Under circumstances where a patron's conduct is unlawful or poses an imminent threat of injury or prevents the public enjoyment of the park facility, any park attendant, city employee charged with patrolling of parks, or a peace officer is authorized to notify the patron to immediately leave the park facility per Texas Penal Code, section 30.05.

Sec. 16.02.043. Vending.

- (a) It is an offense for any person to conduct the commercial sale or offer to sell any goods, wares, drinks, food, or items nor render or offer to render any service for hire, at any park, or facility except for transportation, vehicle wrecker, or emergency roadside services provided to a specific patron upon their request, or as authorized by a contract or permit properly issued by the city.
- (b) Commercial fitness trainers providing physical fitness training expertise to city park users for profit are governed under division 4 of this article.

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Sec. 16.02.045. Peace and quiet.

- (a) Patrons shall preserve the peace and quiet enjoyment of the parks and open spaces by observing all ordinances and state laws governing noise and amplified sound.
- (b) It is an offense for any person to make unreasonable noise ~~as listed below, including, but not limited to,~~ discharge of weapons or fireworks except as authorized by this division, ~~or engage in offensive gestures or conduct constituting disorderly conduct under state law (Texas Penal Code section 42.01) in any park.~~
- (c) It is an offense for any person to use any device, including, but not limited to radios, that result in the emission of sound in excess of 85 decibels when measured at the source.

Sec. 16.02.046. Firearms and other weapons.

- (a) It is an offense for any person to:
 - (1) Carry or possess weapons or firearms while in park facilities except as referenced or authorized by subsection (b) of this section.
 - (2) Use firearms or weapons unless conducted under permit or contract, or in an authorized park facility.
 - ~~(3) Display a firearm or other weapon in any park in a manner calculated to alarm or threaten anyone (Texas Penal Code 42.02).~~
- (b) It is not an offense for a person to carry or possess weapons or firearms:
 - (1) In those areas of a park or park facilities where usage is expressly allowed by ordinance or park rules;
 - (2) As allowed by state and federal gun laws including, without limitation, the right of a person licensed to carry a firearm in this state;
 - (3) When otherwise authorized in writing by the department; or
 - (4) At any event such as a gun show or other weapons related event at specific facilities, that are authorized in advance by the department and subject to a rental contract including appropriate security, safety, liability and insurance requirements.

Sec. 16.02.047. Protection of wildlife.

All wildlife within the boundaries of any city park facility is protected. It is an offense for any person to harm, harass, hunt, trap or remove any animal, including mammals, fish, insects, birds, reptiles, or other living creature from any park facility except upon written approval of the city.

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Sec. 16.02.048. Protection of plant life.

- (a) All plant life within the boundaries of any city park facility is protected.
- (b) It is an offense for any person to:
 - (1) ~~Willfully~~ Intentionally mutilate, injure, destroy, thrash, or remove any live tree, shrub, vine, wildflower, grass, sedge, fern, moss lichen, fungus or any other member of the plant kingdom or portion thereof, except upon approval by the city;
 - (2) Collect or harvest dead wood or plants, or portions thereof, except upon written approval by the city; or
 - (3) Thrash pecan trees.
- (c) The collecting of pecan nuts on the ground is allowed (Texas Rev. Civ. Statutes 6143.1).

Sec. 16.02.049. Protection of natural resources.

- (a) All sites, objects, buildings, artifacts, implements, and locations of historical, archaeological, geologic, scientific or educational interest of every character located in, on, or under the surface of any park facility are protected.
- (b) It is an offense for any person to remove, excavate, take, dig into, or destroy any site, object, building, artifact, implement or location of archaeological, geological, scientific or historical interest without having permits as required by the Texas Natural Resources Code, and without having written permission of the city.

Sec. 16.02.050. Animals.

- (a) Persons bringing pets or other animals into any park areas or facility where they are expressly allowed, shall, at all times, keep them under confinement or direct control. Leads on leashes used to control animals shall not be more than six feet long. Dogs may be allowed to be without a leash in areas that are specifically designated by the department for such use, if any, provided that each dog remains under immediate personal supervision and command.
- (b) It is an offense for any person to within a park or park facility:
 - (1) Permit a pet or other animal to remain unattended or create a disturbance or a hazard;
 - (2) Permit a pet or other animal to be in the water of a swimming pool or designated swim area except when expressly authorized by ordinance, park rule, or in writing by the department;
 - (3) Permit a pet animal, except for an animal trained in assisting handicapped or disabled persons, within the land area or beach area adjacent to the water of a swimming pool

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- or designated swim areas except when expressly authorized by ordinance, park rule, or in writing by the department;
- (4) Bring into, or permit to range at any park, domestic fowl, horse, swine, sheep, goat, or other livestock except when expressly authorized by ordinance, park rule, or in writing by the department;
 - (5) Ride, drive, lead or keep a horse at any park facility, except:
 - (A) On a horseback riding trail, so designated and posted by the city; and
 - (B) As authorized under contract, approved reservation, or permit;
 - (6) Ride a horse in a manner that is dangerous to any person or animal at any park facility or wildlife preserve;
 - (7) Hitch a saddled horse to a tree, shrub, or structure in any manner that causes damage;
 - (8) All horseback riders are required to have a permit on file with the department. To obtain a permit the following are required:
 - (A) Coggins certificate shall be available for inspection at all times;
 - (B) Liability waiver must be signed by each permit holder;
 - (C) Permit must be displayed in vehicle and on person during park use; and
 - (D) ~~One hundred dollar fine will be charged per horse/rider for permit violation~~An offense under (b)(8) is punishable by a fine of \$100.
 - (9) Permit pets or other animals within the playscape areas, or any play areas that are designed for children;
 - (10) Bring into or permit dangerous animals in any city park; or
 - (11) Knowingly, intentionally or negligently allow any pet or animal that a person exercises any ownership, care, custody or control over to deposit feces on any city property, unless said person removes the feces once deposited, with the exception of equine feces at Dripping Springs Ranch Park. Failure to carry feces removal supplies when accompanied by a pet or other animal a park will constitute a violation of this section.
- (c) Hunting. It is an offense for any person to:
- (1) Hunt, trap, or pursue wild life at any time in any city park; or
 - (2) Use, carry or possess any kind of trapping device in any city park.
 - (3) Animal control officers and their designees shall be excluded from this section when in the performance of their duties.

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Sec. 16.02.051. Fires, smoking of meat, firewood, and fireworks.

- (a) It is an offense for any person to light, build, or maintain a fire in any park, except in a park facility or device provided, maintained, or designated for such purposes, or as authorized in writing by the city.
- (b) Portable camp stoves or portable barbecue grills of metal construction may be used in designated campsites or picnic areas.
- (c) Campfires shall be allowed only with the written authorization of the city in approved locations and under such conditions as may be prescribed by the city. Allowed campfires shall be attended at all times by an adult until fully extinguished.
- (d) During periods of extreme fire hazard or burn ban period initiated by the county, fires and smoking in designated areas are restricted as directed by the city and the county.
- (e) It is an offense for any person to cut, gather, or collect wood or other combustible material in any city park, for use as firewood or fuel, except for material designated for this purpose by the city.
- (f) It is an offense for any person to possess or use any kind of firework, except by permit, in any park.

Sec. 16.02.052. Camping and overnight use.

- (a) Generally; definition. It is an offense for any person to camp in any park, except as authorized by permit and only in camping facilities or sites designated or marked for that purpose. Camping is defined as:
 - (1) Occupying a designated camping facility or site.
 - (2) Erecting a tent or arranging bedding, or both, for the purpose of, or in such a manner as will permit remaining overnight.
 - (3) Use of a car, trailer, camper, or other vehicle for the purpose of sleeping overnight.
- (b) Camping time limit.
 - (1) To afford all the public a wider use of the city's camping facilities, continuous occupancy of camping facilities by the same person or persons in a park is limited to seven consecutive calendar days within any 90-day period.
 - (2) The city may establish an alternate time limit for continuous occupancy of a facility or facilities by the same person or persons in a park, or in a designated portion of a park, when necessary to achieve maximum utilization of the park, or designated portion, by all the public.

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- (c) Minors. Persons under the age of 18 years that are authorized to be in a park between the hours of 9:00 p.m. and 8:00 a.m. shall be accompanied or supervised by an adult at all times. The ratio of adults to minors shall not be less than one adult for every eight minors.
- (d) Water, wastewater, sewage, and garbage. It is an offense for any person to:
- (1) Deposit wastewater, sewage, or effluent from sinks, toilets, or other plumbing fixtures directly on the ground or into the water;
 - (2) Use any water fountain, drinking fountain, pool, sprinkler, reservoir, lake or any other water body contained in the park for bathing, laundering, and washing dishes, pets, or vehicles (including trailers);
 - (3) Discard, deposit, or dump garbage in a park, except for:
 - (A) Garbage generated inside the park during the course of park visitation; or
 - (B) An amount of garbage consistent with what ordinarily would accumulate in a vehicle in the course of a day's travel;
 - (4) Dispose of garbage except in a receptacle provided for that use or as may otherwise be specifically authorized by department personnel; or
 - (5) Use water provided by the park for purposes other than drinking, washing or culinary uses necessary while in the course of authorized or allowed use of the park.
- (e) Clotheslines. Under no circumstances may clotheslines be strung across or secured to any vegetation or other county properties.
- (f) Responsibility. The city assumes no responsibility for personal belongings or property of any kind.

Sec. 16.02.053. Operation of motor vehicles.

- (a) It is an offense for any person to:
- (1) Operate a motor vehicle in any park, except upon roads, driveways, parking areas, and areas designated as open to motor vehicles, or as authorized in writing by the city;
 - (2) Drive or operate any type of motor vehicle in any city park at a speed greater than indicated by appropriate traffic signs; or
 - (3) Drive or operate any type of motor vehicle in any park that has the potential or is used in a manner so as to be destructive and cause damages to grounds, parking areas, driveways, roads, and any other city property.
- (b) This section shall not apply to the following persons if in the park or facility in their performance of their duties: Peace officers, physicians responding to an emergency, ambulance operators/emergency medical services and attendants, employees of the city and fire suppression personnel.

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Sec. 16.02.054. Parking of vehicles.

- (a) It is an offense for any person to:
- (1) Park a motor vehicle in a park except in designated parking areas, or within 12 feet of a public park road, if not otherwise prohibited;
 - (2) Access or park in areas of a park where permits are required without a proper city issued permit; or
 - (3) Park, store or leave a vehicle or trailer in areas of a park posted "restricted" or "no parking."
 - (4) Park, store or leave a vehicle or trailer in areas of a park past the posted hours of the park without a permit.
- (b) A vehicle or trailer parked in such a manner as to create a hazardous or unsafe condition may be impounded, consistent with city ordinance and state law.
- (c) This section shall not apply to the following persons if in the park or facility in their performance of their duties: Peace officers, physicians responding to an emergency, ambulance operators and attendants, employees of the city and fire suppression personnel.

Sec. 16.02.055. Trail use.

- (a) It is an offense for any person to:
- (1) Operate or use a motor vehicle, including a motorcycle, motorbike, mini-bike, or a bicycle on a trail or path not designated for the use with such vehicles;
 - (2) Operate or use a bicycle on any pedestrian trail; or
 - (3) Ride, drive, leads or keep a horse on any pedestrian trail.
- (b) On multi-use trails, bicyclists shall yield to joggers, joggers to walkers. All trail users must yield to horses.
- (c) Trail users on multi-use trails should not be more than two abreast when this action will impede other traffic on the trail. Trail users should leave ample room on the trail for other users to pass safely.
- (d) Bicyclists should maintain bicycles in good condition and should operate them in a safe, manner at a reasonable and prudent speed. All bicycles shall be equipped with properly functioning brakes.

Sec. 16.02.056. Adherence to signs; unlawful signs.

- (a) All persons shall comply with the signs and markers installed by the city in any park.

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- (b) It is an offense for any person to paste, glue, tack or otherwise post any signs, placard, advertisement, or inscription whatsoever nor shall any person erect or cause to be erected any sign whatsoever on any public land or highway or roads adjacent to any park or within any park without permission from the city as provided in the signs on city property policy. This provision shall not apply to traffic-control devices and/or signs authorized by the city council.

Sec. 16.02.057. Alcohol, electronic cigarettes, vaping, and tobacco.

- (a) It is an offense for any person to:
- (1) Sell, possess with the intent to sell or, consume alcoholic beverages in a city-owned park, unless authorized by the city, ~~in the following areas: in writing.~~
 - ~~(A) Within enclosed areas of swimming or wading pools;~~
 - ~~(B) In recreation centers and adjacent grounds;~~
 - ~~(C) Within the playing boundaries of athletic fields; and~~
 - ~~(D) In those areas designated by the city;~~
 - ~~(2) Use alcoholic beverages at any school related or school sanctioned activity, on or off school property, including any city owned park; or~~
 - (3) Smoke or use any tobacco products, including electronic cigarettes and vaping, ~~at~~ in any ~~school related or school sanctioned activity, on or off school property, including any~~ city-owned park.
- (b) A person who engages in conduct prohibited by this section commits an offense which, upon conviction is punishable by a fine not to exceed \$500.00.

Sec. 16.02.058. Drugs.

It is an offense for any person to possess or use illegal drugs (controlled substances) at any location in a park.

Sec. 16.02.059. Glass containers.

It is an offense for any person to possess glass containers at any location in a park except where authorized by the city in writing for events subject to a permit or rental contract.

Sec. 16.02.060. Closing hours.

- (a) The hours of operation for city parks shall be as follows, unless otherwise modified in a park use permit or agreement:
- Sunday—Saturday: ~~Dawn to midnight.~~ 5:00 am – 11:00 pm.

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(b) ~~The following exception shall apply, unless otherwise specifically modified in the use permit or agreement:~~

- ~~(1) Events with loudspeakers, amplified sound, or any activity which involves amplification equipment/devices of any kind shall not commence prior to 5:30 p.m. Monday through Friday, and shall terminate by 10:30 p.m. Sunday through Thursday.~~
- ~~(2) No activity which may disrupt normal city business/operations or neighboring residential properties shall commence prior to 5:30 p.m., Monday through Friday.~~
- ~~(3) Events with loudspeakers, amplified sound, or any activity which involves amplification equipment/devices of any kind shall terminate by midnight Friday and Saturday night.~~
- ~~(4) Exceptions to the provisions of this section may be considered by the city administrator, upon recommendation by the parks and community services director, by written agreement as related to the Dripping Springs Ranch Park Event Center, and on a case-by-case basis.~~

Sec. 16.02.061. Noise from events that include loudspeakers or amplified sound.

All events which will include loudspeakers, amplified sound, or amplification equipment/devices of any kind in a city-owned park must:

- a. ~~Have a~~ Written permission from the City Administrator or designee.
- b. Comply with the Texas Penal Code 42.01(a)(5).
- c. ~~Notwithstanding the foregoing,~~ The city reserves the right to ask disruptive amplified sound to be turned down.
- d. Specific parks or park facilities may enact additional rules regarding noise or quiet times.

Sec. 16.02.062. Events requiring street closures.

Any non-city event held in a city park, which will require street closures, barricades, or diversion of traffic for any reason, must be approved by the city council at least 30 days in advance.

Sec. 16.02.063. Littering; pollution of swimming pool or water body.

It is an offense for any person to:

- (1) Place or deposit any garbage, trash, discarded vegetation of any kind, or any other refuse in any park or park facility except in receptacles designated for such purpose by the city. In any park area where receptacles are not provided, persons shall carry any garbage, trash, discarded vegetation of any kind, or any other refuse away from the park and properly dispose of it elsewhere;

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- (2) Place or deposit any garbage, trash, discarded vegetation of any kind or any other refuse in any city park except that which was generated within the park grounds. City trash receptacles shall never be used to discard trash, garbage, vegetation or other refuse which is brought to the park for the purpose of disposal; or
 - (3) Throw, discharge, or otherwise place or cause to be placed in the waters of any swimming pool, fountain, or body of water in or adjacent to any public park or recreation area, any substance, matter or thing, liquid or solid, which will or may result in the pollution of the water.

Sec. 16.02.064. Pool rules.

- (a) Children under 12 years of age must be accompanied and supervised at all times by a parent or ~~competent person~~ guardian at least 18 years of age.
- (b) Swimmers must wear proper attire; (i.e., swimming suits or trunks). A clean tee shirt may be worn over proper swim attire. No cut-offs permitted.
- (c) Regular Diapers are not permitted in the pool area. All individuals not potty trained are required to wear a disposable swim diaper along with their bathing suit when in the water.
- (d) No running, fast walking, horseplay, or rough play is allowed in the pool complex. No pushing, throwing, dunking, splashing, riding on shoulders, chicken fighting or any games or actions that may endanger swimmers or individuals using the pool area.
- (e) Admission to the pool may be denied when, at the city's sole discretion, it is deemed that:
 - (1) An individual is apparently unable to care for themselves to the extent they pose a reasonable risk of harm to themselves or others.
 - (2) An individual is intoxicated or appears to be under the influences of controlled substances.
 - (3) The city has specific evidence that an individual suffers from a contagious disease.
 - (4) An individual exhibits open sores, wounds or runny nose.
 - (5) An individual is not clad as detailed in subsections (b) and (c)~~inappropriately.~~
 - (6) In the opinion of the aquatics employee in charge (e.g., head lifeguard), the individual poses a reasonable risk to the health and safety of the pool patrons or general public.
- (f) Pool personnel may eject persons from pool area at any time when deemed necessary to protect the health and safety of pool patrons, as determined within the sole discretion of city officials. In serious cases of misconduct, the department office or the county sheriff should be called. In cases involving small children, the parents will be informed. No refunds of entry fee will be allowed upon ejection.
- (g) The following nonbinding guidelines explain the typical progressive enforcement of a violation of these rules in this section:

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- (1) First offense violation: Rule is explained and warning issued.
- ~~(2) Second offense: Rule is explained and one hour "time out" enforced.~~
- (32) Third Second offense violation: Person must leave for the day. No refund of entry fee.
- (h) No loitering around ~~cashiers-~~ the office area, lifeguards on duty, or lifeguard stands. No one, except a lifeguard, is allowed on or near lifeguard stand(s).
- (i) All guests must shower before entering the pool.
- (j) An individual may not enter the pool or pool area unless a lifeguard is on duty.
- (k) Swimmers are not to hang or pull on lifelines, ropes, nets or rims. Mistreatment or abuse of pool property or other patron's personal property will not be tolerated. No swinging on ladders, playing on or near the ladders, or jumping off of ladders.
- ~~(k)~~ No diving, flips, somersaults, twists, or belly flops allowed. Swimmers may only jump into the pool facing forward with feet first.
- (l) Abusive or profane language will not be tolerated.
- (m) Facemasks and goggles are permitted to be worn in the pool provided they are properly used and have non-breakable lenses. ~~Facemasks and goggles are not permitted to be worn on the slides.~~
- (n) No glass containers are allowed in the pool complex.
- (o) No outside drinks or food are permitted in the pool complex. No ice chests are allowed in pool complex unless given written permission by the City Administrator or designee. The only exceptions to this rule are applicable to authorized private parties or special use events.
- (p) Smoking or tobacco use of any type, including electronic cigarettes or vaping, is not allowed in the pool complex.
- (q) No alcohol, in any form, is allowed in the pool complex.
- (r) The city is not responsible for lost, stolen, or damaged personal belongings. Patrons should not bring valuables to the pool complex.
- (s) Lifeguard(s) on duty ~~are the city officials and park attendants primarily in charge of enforcing the rules-~~ have final authority to enforce all the pool rules.
- (t) Children five years and younger must be within arm's reach of an adult while in water.
- (u) No animals are allowed in the pool complex except with written authorization permission of from the city unless such animal is a service animal or a service animal-in-training.
- (v) The pool will be closed for thunderstorms at first sign of lightning or thunder. The pool will re-open 30 minutes after last thunder is heard and last lightning seen.

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- (x) Any and all injuries occurring within the pool complex must be reported to the ~~manager~~ head lifeguard on duty immediately. Accident/incident reports must be filled out by the pool personnel and turned in to the ~~parks and recreation director daily~~ Aquatics manager.
- ~~Ten minute safety break shall occur each hour. At ten minutes before the hour, each hour, all swimmers must get out of pool. This break is for the water quality to be checked, lifeguards to take a break and swimmers to take a break.~~
- (y) All patrons entering the facility during swim times are required to pay the facility admission fee.
- (z) Incidents involving any blood, feces, vomit, or other unsanitary matter in or close to the water must be reported to the nearest lifeguard and the manager on duty immediately. Such incidents may require the pool to be closed temporarily for cleaning and sanitation.

Sec. 16.02.065. Special rules for specific park facilities.

- (a) Each park facility may develop additional rules and regulations that address problems specific to that facility, which shall be in writing and approved by the ~~director of the department~~ City Administrator or designee. Patrons shall comply with all rules and regulations posted at individual facilities or for special events.
- (b) Dripping Springs Ranch Park Rules:
- (1) It is an offense for any person to swim or boat at this park.
 - (2) Only members of the Dripping Springs Ranch Park or patrons who pay a daily fee are permitted to have their horses at this park.
 - (3) ~~It is an offense for a~~ Any farrier to provideing services at this park without approval shall pay an itinerant vendor fee and is permitted to provide their services only in the designated areas provided by the ranch park manager or the director of the department Parks & Community Services Director.
 - (4) Quiet hours for RV sports are from 10:00 p.m. to 6:00 a.m. unless approved ~~by the department in a rental contract,~~ in writing.
 - (5) All waste must be disposed of in the dumpster located on site at the park. Littering on the property will result in a fine.
 - (6) All wastewater, including gray water, must be disposed of in the dump station, located on site at the park. Any dumping of waste/sewage on pavement, dirt or vegetation will result in eviction.
 - (7) No swimming pools are to be set upon the property.
 - (8) Rowdiness, abusive language, fighting, lewd conduct, reckless driving/speeding, drunkenness, and possession of or use of illegal drugs will not be tolerated at any

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time. Amplified sound, firearms, or weapons shall not be allowed unless otherwise allowed by law or authorized by the city by written agreement.

- (9) Parents are responsible for the conduct of their children and financially responsible for any damages caused by their children. Children under the age of 13 must be accompanied by an adult at all times.
- (10) The city, the department, and Dripping Springs Ranch Park, as well as their officials, agents, and employees are not responsible for property or personal injury damages arising out of, or in any way connected to use of the park, including, but not limited to loss or damage by fire, wind, theft, accident, or Acts of God.
- (11) Registered guests and visitors are liable for all personal injury or property damages and assume any and all risks associated with use of the park to their person, property, animals and vehicles.
- (12) ~~All park rules apply to Dripping Springs Ranch Park and the event center, including hours of operation and hours when amplified sound is allowed. The hours of operation and hours of amplified sound may be extended by written agreement between the city and a user of this park.~~
- (13) No vehicles are allowed within the park without a permit or written permission after 11:00 pm

- (c) ~~Farmers Market Park in Veterans Memorial Park~~. The following section applies to farmers market operations ~~in Veterans Memorial Park~~. The market manager has the authority to control the use of the park premises for purposes of Texas Penal Code section 42.03 (obstruction of passageways), issue warnings, provide notice per Texas Penal Code section 30.05 (criminal trespass), and take appropriate action against any person who violates the rules and regulation for market operations, any section of this division, and any other regulation or law. Additional regulation related to the farmers is in article 6.05 of this code. Farmers market rules include:

- (1) All market participants must complete the appropriate application, pay the applicable fees, and be approved by the market manager or the farmers market ~~board~~ committee prior to participation.
- (2) Producers, prepared-food producers, artists and craftspeople, service providers, entertainers, and community organizations that fulfill the mission of the market as listed in section 6.05.003 of this code, may be approved to participate in the market.
- (3) The farmers market and all vendors must comply with the Americans with Disabilities Act and with state accessibility requirements. All common areas and vendor booths must be accessible to individuals with disabilities whenever the booth is open to the public.

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- (4) All vendors must agree to and assist in the inspection of their operation by representative of the market at any time to ensure compliance with these rules and state health rules, as applicable.
 - (5) Market booth fees will be determined annually by the farmers market ~~association board~~ manager and approved by the city council. Fees will be assessed to participants weekly.
 - (6) All selling and promotion must be contained within the ten feet wide by ten feet deep booth space.
 - (7) Any vendor cancellations must be communicated with the market manager by 2:00 p.m. on day prior to the market or late notice fees will be assessed.
 - (8) Smoking or other tobacco use, including vaping or electronic cigarettes, is not allowed in market area.
 - (9) All market complaints should be sent to the market manager for review by the farmers market ~~association board~~ committee.
 - (10) Violation of farmers market or park rules may result in verbal warning, written warning, ~~fine~~, suspension or expulsion from the market. The market manager shall have discretion to enact any or all of the above options based on the severity of the violation.
 - (11) Community organizations that fulfill the mission of the market and seek to fundraise or educate at the market can submit an application to the farmers market ~~association board~~ manager for approval to perform such activities.
 - (12) All vendors must wait for the sound of the opening bell to commence sales to the public.
 - (13) Public dissemination of information is regulated on market days ~~from 2:00 p.m. — 7:00 p.m.~~ during market hours. Those seeking to disseminate information must do so only in the area designated by the market manager.
 - (14) Each vendor is responsible for his or her own sales tax collections and payments.
 - (15) A scale certified by the Texas Department of Agriculture must be used at the market for all products sold by weight.
 - (16) Food samples must be distributed in accordance with the rules set forth by the city's farmers market food sampling rules and Texas Department of State and Health Services.
 - (17) Home-canned processed foods and baked goods can be sold but must comply with the Texas Cottage Food Laws as defined by the Texas Department of State Health Services and Texas Health and Safety Code.

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- (18) All vendors must obtain any and all permits and licenses required by the state and the county as applicable to sell each product.
- (19) All items sold at the market must be raised, prepared, processed, or crafted by the vendor within a 150 mile radius of the city and meet the mission of the market.
- ~~(20) All vendors will be subject to inspection by the market manager prior to selling at the market.~~
- (20) No live animals may be sold or given away at the market.
- (21) No vendor, attendee, or participant in the market may impede pedestrian or vehicular traffic or interfere or disrupt normal market operations.

Secs. 16.02.066—16.02.100. Reserved.

DIVISION 3. YOUTH PROGRAMS' STANDARDS OF CARE

Sec. 16.02.101. Title.

This division shall be cited as the "standards of care ordinance."

Sec. 16.02.102. Purpose.

The following standards of care are intended to be minimum standards by which the city will operate the city's youth programs. These are the basic child-care regulations for programs operated by the city. The programs operated by the city are recreational in nature and are not day care programs. This will allow the city to qualify as being exempt from the requirement of the Texas Human Resources Code. The city is not licensed by the state to offer day care programs.

Sec. 16.02.103. Applicability.

These standards apply to ~~all youth programs offered by the city~~ the Coyote Day Camp program offered by the city and directly supervised by city staff.

Sec. 16.02.104. Definitions.

Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires

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otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

Camp counselor: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs. This definition also includes camp director.

Camp director: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

City park or park: The city parks identified below and any land now or hereafter dedicated by the city as a municipal park.

Commission: The city's parks and recreation commission (aka, "parks and rec") or any successor entity.

Department: City of Dripping Springs.

Parent(s): One or both parents(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in the city youth program.

Park: Drippings Springs Ranch Park, the site at which any city youth program may be hosted.

Participant: A youth whose parent(s) or guardian(s) have completed all required registration procedures and determined to be eligible for a city youth program.

Program manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to the city's youth programs.

Programs site: Area or facilities where the city youth programs are held.

Youth program(s): The city's youth programs consisting of the summer day camp program which lasts one week (five days) or longer.

Sec. 16.02.105. General information/administration.

- (a) *Organization*. The governing body of the city's youth programs is the city council.
- (b) *Implementation*. Implementation of the youth programs standards of care is the responsibility of the ~~city administrator and the program director overseeing the recreation programs.~~ DSRP Manager or designee.

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- (c) Application. Programs to which these standards of care will apply are: ~~Camp LASSO summer day camp~~ Coyote Day Camp.
- (d) Access to standards.
- (1) Each site will have available for public and staff review a current copy of the standards of care.
 - (2) Parents will be provided a copy of the current standards of care upon request.
- (e) Program objectives for youth programs.
- (1) To offer a program of varied recreational activities appropriate for children, such as but not limited to those programs that are related to nature, arts and crafts, sports and games, education, drama, special events, and other such activities designed for elementary age children.
 - (2) To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth and self-confidence.
 - (3) To provide a pleasant, memorable, educational and fun recreational experience in a positive environment.
 - (4) To provide a safe environment; always promoting good health and welfare for all.
 - (5) To educate, instill self-confidence, teach teamwork skills and inspire kids to use their leisure time wisely through outdoor education and recreation, in an effort to meet emotional, physical and social needs.
- (f) Exemption status. Once an exempt status is established, the licensing division will not monitor the recreational program. The licensing division will be responsible for investigating complaints of unlicensed child care and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegation, to the local law enforcement authorities.
- (g) Standards of care review. Standards will be reviewed annually and approved by the city council after a public hearing is held to pass an ordinance regarding section 42.041(b)(14) of the Human Resources Code.
- (h) Child care licensing. Child care licensing will not regulate these programs nor be involved in any complaint investigation related to the program.
- (i) Complaints. Any parent, visitor or staff may register a complaint by ~~calling~~ contacting the ~~city DSRP Manager office at (512) 858-4725~~, Monday through Friday, 8:00 a.m. to 5:00 p.m.

Sec. 16.02.106. Staffing.

- (a) Requirements.
- (1) Program staff must be at least ~~18~~ 15 years old.

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- (2) All program staff should possess or complete prior to the beginning of camp, the following certifications from a nationally recognized organization in the following areas:
 - (A) Community CPR or the equivalent.
 - (B) First aid.
 - (3) Staff must complete the mandatory training program for the day camp.
 - (4) Staff must exhibit competency, good judgment, and self-control throughout the duration of camp.
 - (5) Staff should relate to the children with courtesy, respect, acceptance, and patience.
 - (6) Staff shall not abuse or neglect children.
 - (7) Staff will be evaluated at least once during the summer prior to the completion of camp. Evaluations will be reviewed with the camp counselors to discuss any area of improvement or suggestions.
 - (b) Criminal background checks will be conducted on prospective summer day camp employees. An applicant may be disqualified if they have a criminal conviction.
 - (c) A prospective employee may be subject to a drug test prior to hiring.
 - (d) The state-required ratio for number of children (ages five to 13) may not exceed 12:1 children to staff.
 - (e) Participants with special needs requiring personal assistance, i.e., feeding, changing of clothes, using the restroom, must provide an attendant for the duration of the program. Program staff will not provide personal assistance. The attendant will be admitted to the program free of charge.

Sec. 16.02.107. Facility standards.

- (a) Safety measures .
 - (1) First-aid kits and infection control kits should be available at the site at which the participants are engaged in program activities.
 - (2) First-aid guidelines should be on file, and available at the site, and include:
 - (A) CPR/rescue breathing sequence guidelines.
 - (B) First-aid review.
 - (C) Medical emergency procedures.
 - (3) In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location.
 - (4) A disaster and evacuation procedure should be posted at the facility.

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- (5) If the site is a building, the site should be provided with clearly marked exits for use in emergency.
- (b) Inspections.
- (1) The facility should generally be kept reasonably free of insects, rodent and stray animals.
 - (2) Program employees will inspect sites daily for any sanitation or safety concerns. Those concerns should be passed on to the supervisor immediately.
- (c) Health and sanitation.
- (1) The facility must have a sufficient number of restrooms, which are maintained in good repair, equipped for independent use by children, and designed to permit staff supervision as needed.
 - (2) The site must have an adequate supply of water and it will be readily available to all participants in a safe and sanitary manner.

Sec. 16.02.108. Service standards.

This information will be provided to each staff member as a part of the day camp staff manual.

- (1) Appearance and behavior.
 - (A) Staff will wear name badges that are clearly visible.
 - (B) Appropriate shirts, shorts, and tennis shoes are to be worn at all times. No tube tops allowed, shorts should be at a respectable length, no cutoffs.
 - (C) No clothing should bear any inappropriate logos, phrases, or pictures.
 - (D) Any staff member, who does not adhere to the dress code, will be sent home for the day without pay.
 - (E) Cell phone use is allowed only when the staff is on an approved break, when there are emergency circumstances, or when approved by the camp director.
- (2) Communication with parents.
 - (A) Staff will keep parents continuously informed of activities and schedules. A weekly schedule will be posted at the park ~~and in the city office~~.
 - (B) Camp participants and parents will be treated with respect at all times.
 - (C) Staff will note details of behavior of participants and update parents as much as possible.
- (3) Additional staff responsibilities.
 - (A) Staff will monitor the sign in/out log at all times.

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- (B) Staff will spend ~~100 percent~~ of their time actively involved with participants and/or parents.
 - (C) Staff will make an attempt to answer any complaints at the site and resolve all problems in a timely fashion. Situations that cannot be resolved on site by staff will be passed to a supervisor immediately and be investigated within 24 hours.
 - (D) Camp staff will clean the program area after each activity.

Sec. 16.02.109. Operational issues.

- (a) Emergency phone numbers are kept with the day camp director at all times. These numbers will include the nearest fire, police, and ambulance services.
- (b) A day camp program manual is given to every day camp ~~director and counselor-employee~~. An additional manual will be located at each site where all staff can have access to the manual. The manual will contain the following information:
 - (1) Discipline issues.
 - (2) City rules and regulations.
 - (3) Forms that must be filled out.
 - (4) Service standards.
 - (5) Game/activity leadership.
 - (6) Ways to interact with children.
- (c) Sign-in/out sheets will be used every day. Only adults listed on sign-in/out release will be allowed to pick up children. An authorized person must enter the building, present appropriate identification and sign the sheet in order for staff to release the child.
- (d) Parents will be notified regarding planned field trips and provided the required release forms.
- (e) Enrollment information will be kept and maintained on each child and shall include:
 - (1) Child's name, birth date, home address, home telephone number, physician's phone number and the appropriate daytime contact information where parents can be reached during normal business hours.
 - (2) Names and telephone numbers of persons to whom the child can be released.
 - (3) Liability waiver.
 - (4) Statement of the child's special problems and/or needs, including but not limited to any known allergies.
 - (5) Designation of need for reasonable accommodations.
 - (6) Signed acknowledgement of program code of conduct by a parent or guardian.

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- (f) Staff shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in any situation that placed the child at risk.
 - (g) Staff shall notify parents or authorized persons of children in the facility when there is an outbreak of a communicable disease in the facility that is required to be reported to the county department of health. Staff must notify parents of children in a group when there is an outbreak of lice or other infestation in the group.

Sec. 16.02.110. Behavior management and discipline procedures.

- (a) Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interest of program participants in mind.
- (b) There will be no harsh, cruel, or corporal punishment used as a method of discipline.
- (c) Program employees may use brief, supervised separation from the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their understanding of the rules is an integral part of behavior management. When negative behavior occurs they will know there is a consequence for the chosen action.
- (d) Incident reports will be filled out on any disciplinary cases, and information is to be shared with parents when picking up the child (or sooner when extreme cases occur). Parents will be asked to sign the incident report to indicate they have been advised about specific problems and/or negative behaviors.
- (e) A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a participant being suspended from the program. Parents/guardians will be contacted to pick up their child immediately.
- (f) In instances where there is danger including physical harm or threat of physical harm to participants, staff, or themselves, the offending participant(s) will be removed from the program immediately. Parent(s) or guardian(s) will be contacted to pick up the child immediately.

Sec. 16.02.111. Illness or injury.

- ~~(a) Participants shall have and maintain immunizations in accordance with those required by the state department of health for public school attendance according to age.~~
- (a) Parents shall be notified in cases of illness or injury.
- (b) When an incident occurs that results in an injury, an incident report shall be filled out immediately after the incident.
- (c) A child who is ill or injured shall be supervised until the parent or other authorized adult removes the child from the site.

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- (d) In the event of suspected abuse, program employees will report suspected abuse or neglect in accordance with the Texas Family Code. In the case where a city employee is involved in an incident with a child that could be construed as child abuse, the incident must immediately be reported to the camp director, who will immediately notify the county's sheriff's department and any other agency as may be appropriate.
 - (e) State law requires the staff of youth programs to report any suspected abuse or neglect of a child to the state department of family and protective services or law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000.00 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.
 - (f) Program staff will receive basic training related to child abuse prevention and how to report suspected abuse.

Sec. 16.02.112. Monitoring and distribution.

- (a) The camp director is to confirm and ensure the standards of care are being adhered.
- (b) The camp director in charge of these programs will make visual inspections of all program sites on a biweekly basis and make a report if necessary to be sent to the ~~city administrator~~ DSRP Manager.
- (c) The department shall post and make available copies of these standards and the rules adopted pursuant to this section.
- (d) The department shall notify the parents of each prospective participant that the recreational programs are not licensed by the state. The program may not, and will not, be advertised as any type of child-care facility.
- (e) The ~~camp director~~ DSRP Manager shall submit an annual report on the camp to the ~~city administrator~~ within 30 days of the end of the camp. Parks & Community Services Director. The report shall include standards of care compliance issues and changes recommended for the next year.

Secs. 16.02.113—16.02.160. Reserved.

DIVISION 4. COMMERCIAL FITNESS TRAINERS ACTIVITY ON PARK PROPERTY

Sec. 16.02.161. Title.

This division shall be cited as the "~~commercial fitness trainers~~" "Commercial Activity on Park Property" ordinance."

Sec. 16.02.162. Purpose.

These rules are established to ensure:

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- (1) The condition of the city parks do not decline from overuse by commercial ~~fitness trainers' ("trainers")~~ activities;
 - (2) Park users ~~not utilizing trainers~~ have adequate access to park facilities when ~~trainers are~~ commercial activity is present at the parks;
~~Trainers conduct business in park facilities in a manner that promotes public health;~~
~~and~~
 - (3) The city is not liable for injuries sustained by ~~the trainers' and/or the trainers' patrons,~~ any commercial activity on park property.

Sec. 16.02.163. Applicability.

These rules apply to anyone providing ~~physical fitness direction~~ services or products for profit while on any city-owned park property.

~~Sec. 16.02.164. Definitions.~~

~~Commercial fitness trainer: Per section 16.02.034, a for profit trainer providing physical fitness training expertise to city park users.~~

Sec. 16.02.165. ~~Itinerant vendor's~~ Commercial Activity in Parks license Permit.

All commercial ~~fitness trainers~~ activity providers must obtain an ~~itinerant vendor~~ Commercial Activity in Parks license permit prior to ~~training in city parks,~~ as well as comply with all other sections of this division.

- ~~(b) All licensees shall be placed on a calendar year renewal program. If license to conduct training activities is purchased after January of the calendar year, the license fee will be prorated by month, and divided by 12. The trainer shall pay that portion of the 12 months left in the calendar year and will renew on January 2nd of the next calendar year so that license renewal anniversaries are consistent~~

Sec. 16.02.166. Permit; application; plan required.

- (a) Commercial ~~fitness trainers~~ activity providers must obtain the proper city-issued commercial ~~fitness trainer's activity~~ permit ("permit") prior to ~~training patrons providing services~~ for profit on city park property from the Parks and Community Services department. Permits may be obtained from the city, 511 Mercer St., Dripping Springs, Texas 78620. Trainers must sign and return to the city a copy of the guidelines for permitting commercial fitness activity ("guidelines"), and retain a copy. See exhibit A attached to Ordinance No. 1510.08 for the guidelines.
- (b) Facility use application. ~~Trainers~~ Commercial activity providers must submit a facility use application ("application") which requires city approval prior to receiving a permit and commencing ~~training activity~~ operations. The application must list the times, dates, and

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the specific areas where ~~training the commercial activity~~ will be conducted. ~~Training events~~ Commercial activity must only be conducted during the times, dates and within the event area specified in the application, including the time to set up and take down equipment. ~~See exhibit B attached to Ordinance No. 1510.08 for an application.~~

- (c) Site layout plan. ~~Trainers~~ Commercial activity providers must submit a site layout plan ("plan") with the application indicating areas of park to be utilized, and equipment ~~brought to training by trainers and patrons to be brought into the park~~. This plan must be attached to the application in order to receive a permit. ~~See exhibit C attached to Ordinance No. 1510.08 for a plan.~~

Sec. 16.02.167. Provisions.

- (a) A non-exhaustive list of services commercial ~~fitness trainers ("trainers")~~ activity providers with the proper permit may be allowed to provide at city parks ~~are include but are not limited to:~~ Boot camp training, personal training, ~~and~~ yoga instructing, home school programs, nature based programs, and sports programs.

~~The maximum number of participants in a group is 12 per session. If there are more than 12 participants, the trainer must:~~

- ~~(1) Split group into separate groups directing each to designated areas; and
(2) Provide a separate trainer for each group.~~

- (b) No more than five x 1.5 hour sessions (or a total of 7.5 hours) are allowed per week at each designated area of a park. No more than two sessions are allowed in any park at any time.
- (c) Commercial (i.e., for profit) use of city parks for fitness sessions may only take place on designated areas within a park. The designated area must be reserved in advance ~~at city hall~~, and is on a first-come, first-served basis.
- (d) Athletic fields (i.e., soccer and football) may be available by special request due to heavy utilization by youth user groups. Other fields (i.e. softball) may be available during off season times. No field can be used without the prior written approval of the city administrator or their designee.
- (e) List of available city parks and the designated areas:
- (1) Charro Ranch Park.
 - (A) ~~Cross country trail~~ Pedestrian Trail.
 - (B) Solstice Circle (yoga only).
 - (2) Dripping Springs Ranch Park.
 - (A) Walking trail system.
 - (B) Open recreation areas as designated on site plan request (if approved).

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- (3) Founders Memorial Park.
- (A) ~~Walking trail system~~ Pedestrian Trail.
 - (B) Open recreation areas as designated on site plan request (if approved).
 - (C) ~~Overflow parking area may be used if the city's youth sports association is not using the facility.~~
 - (C) Athletic Fields
- (4) Sports and Recreation Park.
- (A) ~~Walking trail system~~ Pedestrian Trail.
 - (B) ~~UHL soccer field~~ Athletic Fields.
 - (C) Open recreation areas as designated on site plan request (if approved).
 - (D) Exercise stations.
- (5) Veterans Memorial Park
- (A) Open recreation areas as designated on the site plan request (if approved).
- (6) The city reserves the right to alter commercial fitness training activity areas. Availability is subject to sustainability and maintenance impact on the parks.
- (f) A nonexhaustive list of areas where commercial ~~fitness trainers activity are~~ activity are is prohibited ~~from training~~:
- ~~Veterans Memorial Park;~~
 - (1) Areas of cultural or natural significance as determined by city staff;
 - (2) Within a 100-foot radius of any picnic shelters or benches;
 - (3) Within a 100-foot radius of any playgrounds or play equipment;
 - (4) Within a 100-foot radius of any public toilet or kiosk areas;
 - ~~—The Pound House grounds next to Founders Memorial Park;~~
 - (5) Charro Ranch Park with the exception of the ~~cross-country~~ pedestrian trail, ~~the pavilion~~, and the solstice circle; and
 - (6) Roadways within the parks.
- (g) Additional prohibitions.
- (1) Parking lots within the city parks may not be used for any type of training activity or any other professional service or solicitation at any time without prior approval by the city administrator or their designee.

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- (2) Use of the electrical service at any designated park location is not covered by this permit and must be requested and approved by the city administrator or their designee under separate request. Additional fees will apply.
 - (3) Any amplified music.
 - (4) Training events in the ranch house, in the arena, on the equine trail, in camping areas and their surrounding grounds at the city's Ranch Park.
 - (h) Commercial AG trainer, the city requires any trainer conducting instruction in city parks hold a current fitness certification from a nationally recognized fitness organization. Some examples of these fitness organizations include: National Academy of Sports Medicine, National Association for Fitness Certification, National Fitness Instructor Training.

Sec. 16.02.168. Fees.

- (a) Permit fees are needed to ensure that the public is fairly compensated for commercial use of city parks.
- (b) Fees must be paid by trainers and secured by the city prior to beginning the park reservation request process. ~~The fee structure for use of the parks is:~~
 - (1) ~~Six month license: \$50.00.~~
 - (2) ~~Twelve month license: \$70.00.~~
 - (3) ~~Park maintenance fee: \$10.00 per month per training session (in addition to the license).~~
- (c) ~~Applicant shall pay to the city a deposit equal to the cost of the upcoming session/classes in order to reserve space in the park prior to the beginning of the camp/event, etc.~~
- (d) ~~If no sessions/classes occur, the deposit shall be refunded or, at the payee's discretion, retained by the city as credit toward the next session that occurs.~~
- (e) ~~Commercial fitness trainer will complete a monthly report (summary sheet) designed to track park usage and revenue to city. The monthly report form, provided by the city, and payment (payable to the city, sent to the city) of any park maintenance fees, is due to the city by the 10th day of each month sessions are to occur. Monthly reports are only required to be filed when in the preceding month a commercial fitness trainer has used park facilities for purposes governed by this division.~~
- (f) ~~A city employee will perform periodic checks to monitor training instruction and city code compliance.~~

Sec. 16.02.169. Deposits; insurance.

Following completion of the permitting process, ~~trainers~~ commercial activity providers must comply with the following:

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- (1) Pay refundable deposits as required for athletic fields, a minimum of two weeks prior to first requested date. No rental fee will be charged for use of fields.
 - (2) Requestor must provide a copy of a certificate of liability insurance with a separate endorsement listing the city as an additional named insured in the amount of \$500,000.00.

Sec. 16.02.170. Criminal offense.

- (a) A person commits an offense under this division, if the person:
 - (1) Conducts ~~physical fitness training~~ commercial activity for profit without a valid itinerant vendor's license as required by section 16.02.165;
 - (2) Fails to comply with the requirements of section 16.02.166;
 - (3) Uses park facilities prior to payment of a permit fee or deposit per section 16.02.168; or

~~Fails to submit a monthly report by the 10th day as required by section 16.02.168(e).~~
- (b) ~~An offense under this section is a misdemeanor punishable by a fine not to exceed \$500.00.~~ No culpable mental state is required for proof of an offense under this section.

~~Sec. 16.02.171. License suspension, revocation, and appeals.~~

- ~~(a) Suspension of license. Upon the filing of a complaint alleging an offense under section 16.02.170 the city may, without warning, notice, or hearing suspend an itinerant vendor's license issued under this division for a period of 30 days. A conviction of an offense under section 16.02.170 may result in a suspension of up to 180 days. Suspension is effective upon service of the notice by the city. When an itinerant vendor's license is suspended physical fitness training for profit operations shall immediately cease at city parks. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing. During the pendency of the hearing, the suspension shall be stayed.~~
- ~~(b) Notice and hearing.~~
 - ~~(1) Whenever an itinerant vendor's license is suspended, the holder of the permit or the person in charge shall be notified in writing that the license is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the city by the holder of the license within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The city may end the suspension at any time if reasons for suspension no longer exist.~~
 - ~~(2) The hearing, which shall be administrative in nature, shall be conducted before the city administrator or the city administrator's designee. The city may be represented~~

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by city staff or legal counsel. The hearing shall not be bound by the state rules of evidence, state rules of civil procedure, or the state code of criminal procedure.

- (c) ~~Revocation of license.~~ The city may, after providing opportunity for a hearing, revoke an itinerant vendor's license to a person who is convicted twice of an offense under section 16.02.170. Prior to revocation, the city shall notify the holder of the license in writing, of the reason the license is subject to revocation and that the license shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the city administrator. If no request for hearing is filed within the ten day period, the revocation of the license becomes final.
- (d) ~~Administrative process.~~ A notice as required by this section is properly served when it is delivered to the holder of the license, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the license. A copy of the notice shall be filed in the records of the city.
- (e) ~~The hearing.~~ The hearings provided for in this section shall be conducted by the city administrator or the city administrator's designee at a time and place designated by the city administrator or the city administrator's designee. Based upon the evidence presented at such hearing, the city administrator or the city administrator's designee shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the city.
- (f) ~~Appeal.~~ The licensee shall have ten days from the date of suspension or revocation to file notice of his appeal to the parks and recreation commission from the order suspending or revoking the license. The appeal shall be determined by the parks and recreation commission at its next regular meeting. After holding a hearing on appeal, the parks and recreation commission shall by majority vote either sustain the suspension or revocation, or issue an order reinstating the license. During the pendency of an appeal, a license suspension or revocation shall be stayed.

Sec. 16.02.171. Indemnity/waiver.

Permit holder/trainer shall provide the city with a release and waiver of the city's liability for each company, entity, trainer, and participant in each session.

~~Sec. 16.02.173. Delinquent accounts.~~

~~Any funds paid by a trainer/entity will first be applied to the appropriate delinquent account, until no longer delinquent, before funds may be applied to future park training uses.~~

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ARTICLE 16.02. PARKS AND RECREATION¹

DIVISION 1. GENERALLY

Secs. 16.02.001—16.02.030. Reserved.

DIVISION 2. PARK RULES

Sec. 16.02.031. Title.

This division shall be cited as the parks rules.

Sec. 16.02.032. Purpose.

These rules are established to regulate the use of city parks and recreational facilities. These rules are intended to secure and preserve the fullest enjoyment of parks and recreational facilities to a wide range of park patrons. Failure to abide by these rules shall be cause for removal. The commission of offenses under local ordinances or state law shall be cause for arrest.

Sec. 16.02.033. Applicability.

These rules apply to and in all parks and recreational facilities or areas belonging to the city or managed by or under the authority of the city. These rules shall not apply to city, state or federal agents or officials in the performance of official duties.

(Ordinance 1510.05, adopted 4/20/10)

Sec. 16.02.034. Definitions.

- (a) Rules of interpretation. Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural

¹State law reference(s)—Authority to acquire and maintain parks, museums and historic sites, V.T.C.A., Local Government Code, ch. 331.

number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions.

Alcoholic beverage: Alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Business activities: The provision of services, instructions, training, or support to another person or to a group in exchange for payment.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

Commercial Activity: Providing goods or services for sell or rent or providing a class or instruction for compensation or as an inducement or advertisement for paid classes or instruction.

Commercial fitness trainer: A for profit trainer providing physical fitness training expertise to clients in a city park.

Commission: The city parks and recreation commission (aka, "parks and rec") or any successor entity.

Dangerous animal: An animal that:

- (1) Makes an unprovoked attack on a person or another animal that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own;
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (3) Park personnel deems to be uncontrollable and a danger to those around it.

Department: The City of Dripping Springs and ~~community services department.~~ Parks & Community Services department.

Farmers market ~~association board:~~ committee: The board created under article 6.05 of this code ~~who supports, coordinates, and oversees~~ the market and serves as an advisory body to the city council.

Firearm: A device defined in accordance with Texas Penal Code section 46.01.

For profit groups: Individuals or organizations that are not nonprofit groups as determined by state and/or federal law.

Glass container: Any glass receptacle ~~other than:~~

- ~~(1) Glass-lined vacuum bottles;~~
- ~~(2) Commercially produced baby bottles or baby food jars containing products for consumption by a baby; or~~
- ~~(3) Drug glass containers containing over the counter or prescribed drugs.~~

Market manager: The city employee designated by the city administrator to ~~supervise~~ manage the operations of the farmer's market.

Multi-use trail: Trails designated for pedestrian, bicycle, and equestrian use.

Nonpark waste: Trash, refuse, litter or other solid waste that is not created or generated on-site at a park, but is transported from a person's home, business or other location to a park for disposal purposes. This term includes construction debris, office waste, municipal solid waste, and any form of hazardous waste. This term excludes waste generated on park premises during the course of lawful use of the park for recreational purposes.

Park: Any or all of the parks and facilities under the management and control of the city, including any land now or hereafter dedicated by the city as a municipal park.

Park attendant: A city employee who has been designated by the city council or city administrator to oversee and enforce the rules at a city park.

Park facility: Any building or structure intended for a specific type of use within a park including, but not limited to, a building, sports field, recreational facility, parking lot, covered pavilion, designated camping site, skatepark, or other specific use area within a park.

Person: An individual, corporation, organization, government agency, business, trust, partnership, association, or any other legal entity, other than the city.

School-related activity: An event or activity on or off school property sponsored and/or sanctioned by the Dripping Springs Independent School District. Examples include, but are not limited to, sporting events and performances, such as theatrical, etc.

Tobacco product: Includes, but is not limited to, a cigarette, cigar, and any smokeless tobacco product such as chewing and dipping tobaccos.

Vehicle: A device that can be used to transport ~~or draw~~ persons or property including, but not limited to a moped, power-driven bicycle, motorcycle, motor scooter, automobile, truck, golf cart, tractor, aircraft, gliders, paragliders, and all-terrain vehicle.

Weapon: Anything that in the manner of its use or intended use is capable of causing death, personal injury, or serious bodily injury, including (but not limited to) air guns, clubs, axes, pellet or BB guns, bows and arrows, or projectile devices.

(Ordinance 2019-04, adopted 1/15/19)

Sec. 16.02.035. Enforcement; penalties.

- (a) Enforcement. The city shall have the power to administer and enforce the provisions of this division as may be authorized by governing law. Any person violating any provision of this division is subject to suit for injunctive relief as well as prosecution for criminal violations to the extent permitted by applicable law.
- (b) Criminal penalty. An offense under this division is a misdemeanor. Any person violating any of said provisions of this division shall, upon conviction, be subject to a fine not to exceed \$500.00 for each offense.
- (c) Civil remedies. Nothing in this division shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this division and to seek all remedies as allowed by law.
- (d) Nothing is in this section limits which individuals are authorized to issue notices of violation, warnings, or citations under state law.

Sec. 16.02.036. Issuance of warnings and citations.

- (a) Any park attendant, as well as any city officer or city employee, is authorized to issue warnings to any person or persons violating any rules or regulations applicable to the parks, swimming pools, or other park facilities.
- (b) Any city officer authorized to issue citations may issue them to any person or persons violating any rules or regulations applicable to the parks, swimming pools, or other city-owned facilities.

Sec. 16.02.037. Authority to establish rules and reservation system.

The city council hereby authorizes the commission to establish rules for the orderly use of city parks, and to establish and oversee a system for reserving the use of park facilities by persons on a temporary basis. The commission may establish fees, insurance requirements, and any other requirements for such use. Commission rules shall become effective upon ratification by the city council.

Sec. 16.02.038. Use of park facilities.

Park facilities generally are available for public use on a first-come, first-served basis except for areas that require entrance or other fees, or that have previously been reserved.

- (1) Entrance or use fees. It is an offense for any patron to enter or use any park area or park facility for which an entrance or use fee has been established, unless each person has first paid the fee or is otherwise authorized to enter. Entrance permits or passes shall be displayed to gate or entrance attendants on request.

- (2) Reservations fees . It is an offense for any patron to use or occupy a facility or area for which a reservation fee has been paid, when such use conflicts with the use by persons holding the reservation. Reservations shall be made in accordance with the city's reservation policies. Confirmation of the reservation shall be displayed on request to city employees charged with supervision or patrolling of parks.

Sec. 16.02.039. Occupancy limits.

- (a) The department may establish and post maximum occupancies for any park area or park facility.
- (b) It is an offense for any patron to enter into or remain in an area or facility for which an occupancy limit has been established when such action will have the effect of exceeding the established occupancy limits.

Sec. 16.02.040. Assemblies or public demonstrations.

~~Organizers intending to conduct an event of any kind on parkland shall provide 24 hours' notice to the department by calling the city, if the expected crowd will exceed 60 individuals. (a) Organizers intending to conduct an event of 50 or more on parkland shall submit a completed Special Event Application at least 30 days prior to the start of the event being considered. Per City Code 6.02.071~~

(b) Generally, events at parks are permissible, except where such an activity will prevent or will be inconsistent with the intended use of park facilities at the proposed site of assembly or may disrupt or interfere with scheduled events. Parks fees do apply to any event depending upon location of the event.

(c) A violation of subsection (a) is an offense.

Sec. 16.02.041. Closed areas.

- (a) The city administrator or designee may close park areas, wildlife preserves, or park facilities to public entry or otherwise restrict use until such time as the area or facility can be made available for public use.
- (b) Except in emergency circumstances, notice of closure shall be posted at the entrance of the area or facility and on the city's website and patrons shall not enter closed or restricted areas.
- (c) ~~It is an offense for any~~No person under this section to shall enter areas closed due to flooding or which are areas that are the subject of a flood ban.
- (d) A violation of this section is an offense.

Sec. 16.02.042. Disruptive, destructive or hazardous behavior; ejection from park.

- (a) ~~Patrons~~ A person who engages in disruptive, destructive or hazardous conduct may be warned and asked to stop such conduct immediately by any park attendant, city employee charged with patrolling of parks, or a peace officer.
- (b) Under circumstances where a patron's conduct is unlawful or poses an imminent threat of injury or prevents the public enjoyment of the park facility, any park attendant, city employee charged with patrolling of parks, or a peace officer is authorized to notify the patron to immediately leave the park facility per Texas Penal Code, section 30.05.

Sec. 16.02.043. Vending.

- (a) It is an offense for any person to conduct the commercial sale or offer to sell any goods, wares, drinks, food, or items nor render or offer to render any service for hire, at any park, or facility except for transportation, vehicle wrecker, or emergency roadside services provided to a specific patron upon their request, or as authorized by a contract or permit properly issued by the city.
- (b) Commercial fitness trainers providing physical fitness training expertise to city park users for profit are governed under division 4 of this article.

Sec. 16.02.044. Abandoned or unattended property.

- (a) It is an offense for any person to abandon a vehicle or other personal property at any park. Abandoned property shall be removed, impounded, and sold in conformance to city ordinances or state laws or as may be determined by the city.
- (b) It is an offense for any person to leave a vehicle, boat, barge, or other property unattended at any park facility in such a manner as to create a hazardous or unsafe condition, or at any time after applicable park hours as set forth in this division. Such property may be removed to a safe place or impounded by the city in accordance with city ordinance or state law.

Sec. 16.02.045. Peace and quiet.

- (a) Patrons shall preserve the peace and quiet enjoyment of the parks and open spaces by observing all ordinances and state laws governing noise and amplified sound.
- (b) It is an offense for any person to make unreasonable noise ~~as listed below, including, but not limited to, discharge of weapons or fireworks except as authorized by this division, or engage in offensive gestures or conduct constituting disorderly conduct under state law (Texas Penal Code section 42.01) in any park.~~
- (c) It is an offense for any person to use any device, including, but not limited to radios, that result in the emission of sound in excess of 85 decibels when measured at the source.

Sec. 16.02.046. Firearms and other weapons.

- (a) It is an offense for any person to:
- (1) Carry or possess weapons or firearms while in park facilities except as referenced or authorized by subsection (b) of this section.
 - (2) Use firearms or weapons unless conducted under permit or contract, or in an authorized park facility.
 - ~~(3) Display a firearm or other weapon in any park in a manner calculated to alarm or threaten anyone (Texas Penal Code 42.02).~~
- (b) It is not an offense for a person to carry or possess weapons or firearms:
- (1) In those areas of a park or park facilities where usage is expressly allowed by ordinance or park rules;
 - (2) As allowed by state and federal gun laws including, without limitation, the right of a person licensed to carry a firearm in this state;
 - (3) When otherwise authorized in writing by the department; or
 - (4) At any event such as a gun show or other weapons related event at specific facilities, that are authorized in advance by the department and subject to a rental contract including appropriate security, safety, liability and insurance requirements.

Sec. 16.02.047. Protection of wildlife.

All wildlife within the boundaries of any city park facility is protected. It is an offense for any person to harm, harass, hunt, trap or remove any animal, including mammals, fish, insects, birds, reptiles, or other living creature from any park facility except upon written approval of the city.

Sec. 16.02.048. Protection of plant life.

- (a) All plant life within the boundaries of any city park facility is protected.
- (b) It is an offense for any person to:
- (1) ~~Willfully~~ Intentionally mutilate, injure, destroy, thrash, or remove any live tree, shrub, vine, wildflower, grass, sedge, fern, moss lichen, fungus or any other member of the plant kingdom or portion thereof, except upon approval by the city;
 - (2) Collect or harvest dead wood or plants, or portions thereof, except upon written approval by the city; or
 - (3) Thrash pecan trees.
- (c) The collecting of pecan nuts on the ground is allowed (Texas Rev. Civ. Statutes 6143.1).

Sec. 16.02.049. Protection of natural resources.

- (a) All sites, objects, buildings, artifacts, implements, and locations of historical, archaeological, geologic, scientific or educational interest of every character located in, on, or under the surface of any park facility are protected.
- (b) It is an offense for any person to remove, excavate, take, dig into, or destroy any site, object, building, artifact, implement or location of archaeological, geological, scientific or historical interest without having permits as required by the Texas Natural Resources Code, and without having written permission of the city.

Sec. 16.02.050. Animals.

- (a) Persons bringing pets or other animals into any park areas or facility where they are expressly allowed, shall, at all times, keep them under confinement or direct control. Leads on leashes used to control animals shall not be more than six feet long. Dogs may be allowed to be without a leash in areas that are specifically designated by the department for such use, if any, provided that each dog remains under immediate personal supervision and command.
- (b) It is an offense for any person to within a park or park facility:
 - (1) Permit a pet or other animal to remain unattended or create a disturbance or a hazard;
 - (2) Permit a pet or other animal to be in the water of a swimming pool or designated swim area except when expressly authorized by ordinance, park rule, or in writing by the department;
 - (3) Permit a pet animal, except for an animal trained in assisting handicapped or disabled persons, within the land area or beach area adjacent to the water of a swimming pool or designated swim areas except when expressly authorized by ordinance, park rule, or in writing by the department;
 - (4) Bring into, or permit to range at any park, domestic fowl, horse, swine, sheep, goat, or other livestock except when expressly authorized by ordinance, park rule, or in writing by the department;
 - (5) Ride, drive, lead or keep a horse at any park facility, except:
 - (A) On a horseback riding trail, so designated and posted by the city; and
 - (B) As authorized under contract, approved reservation, or permit;
 - (6) Ride a horse in a manner that is dangerous to any person or animal at any park facility or wildlife preserve;
 - (7) Hitch a saddled horse to a tree, shrub, or structure in any manner that causes damage;

- (8) All horseback riders are required to have a permit on file with the department. To obtain a permit the following are required:
- (A) Coggins certificate shall be available for inspection at all times;
 - (B) Liability waiver must be signed by each permit holder;
 - (C) Permit must be displayed in vehicle and on person during park use; and
 - (D) ~~One hundred dollar fine will be charged per horse/rider for permit violation~~An offense under (b)(8) is punishable by a fine of \$100.
- (9) Permit pets or other animals within the playscape areas, or any play areas that are designed for children;
- (10) Bring into or permit dangerous animals in any city park; or
- (11) Knowingly, intentionally or negligently allow any pet or animal that a person exercises any ownership, care, custody or control over to deposit feces on any city property, unless said person removes the feces once deposited, with the exception of equine feces at Dripping Springs Ranch Park. Failure to carry feces removal supplies when accompanied by a pet or other animal a park will constitute a violation of this section.
- (c) Hunting. It is an offense for any person to:
- (1) Hunt, trap, or pursue wild life at any time in any city park; or
 - (2) Use, carry or possess any kind of trapping device in any city park.
 - (3) Animal control officers and their designees shall be excluded from this section when in the performance of their duties.

Sec. 16.02.051. Fires, smoking of meat, firewood, and fireworks.

- (a) It is an offense for any person to light, build, or maintain a fire in any park, except in a park facility or device provided, maintained, or designated for such purposes, or as authorized in writing by the city.
- (b) Portable camp stoves or portable barbecue grills of metal construction may be used in designated campsites or picnic areas.
- (c) Campfires shall be allowed only with the written authorization of the city in approved locations and under such conditions as may be prescribed by the city. Allowed campfires shall be attended at all times by an adult until fully extinguished.
- (d) During periods of extreme fire hazard or burn ban period initiated by the county, fires and smoking in designated areas are restricted as directed by the city and the county.
- (e) It is an offense for any person to cut, gather, or collect wood or other combustible material in any city park, for use as firewood or fuel, except for material designated for this purpose by the city.

- (f) It is an offense for any person to possess or use any kind of firework, except by permit, in any park.

Sec. 16.02.052. Camping and overnight use.

- (a) Generally; definition . It is an offense for any person to camp in any park, except as authorized by permit and only in camping facilities or sites designated or marked for that purpose. Camping is defined as:
- (1) Occupying a designated camping facility or site.
 - (2) Erecting a tent or arranging bedding, or both, for the purpose of, or in such a manner as will permit remaining overnight.
 - (3) Use of a car, trailer, camper, or other vehicle for the purpose of sleeping overnight.
- (b) Camping time limit .
- (1) To afford all the public a wider use of the city's camping facilities, continuous occupancy of camping facilities by the same person or persons in a park is limited to seven consecutive calendar days within any 90-day period.
 - (2) The city may establish an alternate time limit for continuous occupancy of a facility or facilities by the same person or persons in a park, or in a designated portion of a park, when necessary to achieve maximum utilization of the park, or designated portion, by all the public.
- (c) Minors . Persons under the age of 18 years that are authorized to be in a park between the hours of 9:00 p.m. and 8:00 a.m. shall be accompanied or supervised by an adult at all times. The ratio of adults to minors shall not be less than one adult for every eight minors.
- (d) Water, wastewater, sewage, and garbage . It is an offense for any person to:
- (1) Deposit wastewater, sewage, or effluent from sinks, toilets, or other plumbing fixtures directly on the ground or into the water;
 - (2) Use any water fountain, drinking fountain, pool, sprinkler, reservoir, lake or any other water body contained in the park for bathing, laundering, and washing dishes, pets, or vehicles (including trailers);
 - (3) Discard, deposit, or dump garbage in a park, except for:
 - (A) Garbage generated inside the park during the course of park visitation; or
 - (B) An amount of garbage consistent with what ordinarily would accumulate in a vehicle in the course of a day's travel;
 - (4) Dispose of garbage except in a receptacle provided for that use or as may otherwise be specifically authorized by department personnel; or

- (5) Use water provided by the park for purposes other than drinking, washing or culinary uses necessary while in the course of authorized or allowed use of the park.
- (e) Clotheslines. Under no circumstances may clotheslines be strung across or secured to any vegetation or other county properties.
- (f) Responsibility. The city assumes no responsibility for personal belongings or property of any kind.

Sec. 16.02.053. Operation of motor vehicles.

- (a) It is an offense for any person to:
- (1) Operate a motor vehicle in any park, except upon roads, driveways, parking areas, and areas designated as open to motor vehicles, or as authorized in writing by the city;
 - (2) Drive or operate any type of motor vehicle in any city park at a speed greater than indicated by appropriate traffic signs; or
 - (3) Drive or operate any type of motor vehicle in any park that has the potential or is used in a manner so as to be destructive and cause damages to grounds, parking areas, driveways, roads, and any other city property.
- (b) This section shall not apply to the following persons if in the park or facility in their performance of their duties: Peace officers, physicians responding to an emergency, ambulance operators/emergency medical services and attendants, employees of the city and fire suppression personnel.

Sec. 16.02.054. Parking of vehicles.

- (a) It is an offense for any person to:
- (1) Park a motor vehicle in a park except in designated parking areas, or within 12 feet of a public park road, if not otherwise prohibited;
 - (2) Access or park in areas of a park where permits are required without a proper city issued permit; or
 - (3) Park, store or leave a vehicle or trailer in areas of a park posted "restricted" or "no parking."
 - (4) Park, store or leave a vehicle or trailer in areas of a park past the posted hours of the park without a permit.
- (b) A vehicle or trailer parked in such a manner as to create a hazardous or unsafe condition may be impounded, consistent with city ordinance and state law.
- (c) This section shall not apply to the following persons if in the park or facility in their performance of their duties: Peace officers, physicians responding to an emergency,

ambulance operators and attendants, employees of the city and fire suppression personnel.

Sec. 16.02.055. Trail use.

- (a) It is an offense for any person to:
- (1) Operate or use a motor vehicle, including a motorcycle, motorbike, mini-bike, or a bicycle on a trail or path not designated for the use with such vehicles;
 - (2) Operate or use a bicycle on any pedestrian trail; or
 - (3) Ride, drive, leads or keep a horse on any pedestrian trail.
- (b) On multi-use trails, bicyclists shall yield to joggers, joggers to walkers. All trail users must yield to horses.
- (c) Trail users on multi-use trails should not be more than two abreast when this action will impede other traffic on the trail. Trail users should leave ample room on the trail for other users to pass safely.
- (d) Bicyclists should maintain bicycles in good condition and should operate them in a safe, manner at a reasonable and prudent speed. All bicycles shall be equipped with properly functioning brakes.

Sec. 16.02.056. Adherence to signs; unlawful signs.

- (a) All persons shall comply with the signs and markers installed by the city in any park.
- (b) It is an offense for any person to paste, glue, tack or otherwise post any signs, placard, advertisement, or inscription whatsoever nor shall any person erect or cause to be erected any sign whatsoever on any public land or highway or roads adjacent to any park or within any park without permission from the city as provided in the signs on city property policy. This provision shall not apply to traffic-control devices and/or signs authorized by the city council.

Sec. 16.02.057. Alcohol, electronic cigarettes, vaping, and tobacco.

- (a) It is an offense for any person to:
- (1) Sell, possess with the intent to sell or, consume alcoholic beverages in a city-owned park, unless authorized by the city, ~~in the following areas: in writing.~~
 - ~~(A) Within enclosed areas of swimming or wading pools;~~
 - ~~(B) In recreation centers and adjacent grounds;~~
 - ~~(C) Within the playing boundaries of athletic fields; and~~
 - ~~(D) In those areas designated by the city;~~

- ~~(2) Use alcoholic beverages at any school related or school sanctioned activity, on or off school property, including any city-owned park; or~~
- (3) Smoke or use any tobacco products, including electronic cigarettes and vaping, at in ~~any school related or school sanctioned activity, on or off school property, including any city-owned park.~~
- (b) A person who engages in conduct prohibited by this section commits an offense which, upon conviction is punishable by a fine not to exceed \$500.00.

Sec. 16.02.058. Drugs.

It is an offense for any person to possess or use illegal drugs (controlled substances) at any location in a park.

Sec. 16.02.059. Glass containers.

It is an offense for any person to possess glass containers at any location in a park except where authorized by the city in writing for events subject to a permit or rental contract.

Sec. 16.02.060. Closing hours.

- (a) The hours of operation for city parks shall be as follows, unless otherwise modified in a park use permit or agreement:
- Sunday—Saturday: ~~Dawn to midnight.~~ 5:00 am – 11:00 pm.
- (b) ~~The following exception shall apply, unless otherwise specifically modified in the use permit or agreement:~~
- ~~(1) Events with loudspeakers, amplified sound, or any activity which involves amplification equipment/devices of any kind shall not commence prior to 5:30 p.m. Monday through Friday, and shall terminate by 10:30 p.m. Sunday through Thursday.~~
- ~~(2) No activity which may disrupt normal city business/operations or neighboring residential properties shall commence prior to 5:30 p.m., Monday through Friday.~~
- ~~(3) Events with loudspeakers, amplified sound, or any activity which involves amplification equipment/devices of any kind shall terminate by midnight Friday and Saturday night.~~
- ~~(4) Exceptions to the provisions of this section may be considered by the city administrator, upon recommendation by the parks and community services director, by written agreement as related to the Dripping Springs Ranch Park Event Center, and on a case by case basis.~~

Sec. 16.02.061. Noise from events that include loudspeakers or amplified sound.

All events which will include loudspeakers, amplified sound, or amplification equipment/devices of any kind in a city-owned park must:

- a. ~~Have written~~ Written permission from the City Administrator or designee.
- b. Comply with the Texas Penal Code 42.01(a)(5).
- c. ~~Notwithstanding the foregoing,~~ The city reserves the right to ask disruptive amplified sound to be turned down.
- d. Specific parks or park facilities may enact additional rules regarding noise or quiet times.

Sec. 16.02.062. Events requiring street closures.

Any non-city event held in a city park, which will require street closures, barricades, or diversion of traffic for any reason, must be approved by the city council at least 30 days in advance.

Sec. 16.02.063. Littering; pollution of swimming pool or water body.

It is an offense for any person to:

- (1) Place or deposit any garbage, trash, discarded vegetation of any kind, or any other refuse in any park or park facility except in receptacles designated for such purpose by the city. In any park area where receptacles are not provided, persons shall carry any garbage, trash, discarded vegetation of any kind, or any other refuse away from the park and properly dispose of it elsewhere;
- (2) Place or deposit any garbage, trash, discarded vegetation of any kind or any other refuse in any city park except that which was generated within the park grounds. City trash receptacles shall never be used to discard trash, garbage, vegetation or other refuse which is brought to the park for the purpose of disposal; or
- (3) Throw, discharge, or otherwise place or cause to be placed in the waters of any swimming pool, fountain, or body of water in or adjacent to any public park or recreation area, any substance, matter or thing, liquid or solid, which will or may result in the pollution of the water.

Sec. 16.02.064. Pool rules.

- (a) Children under 12 years of age must be accompanied and supervised at all times by a parent or ~~competent person~~ guardian at least 18 years of age.
- (b) Swimmers must wear proper attire; (i.e., swimming suits or trunks). A clean tee shirt may be worn over proper swim attire. No cut-offs permitted.

- (c) Regular Diapers are not permitted in the pool area. All individuals not potty trained are required to wear a disposable swim diaper along with their bathing suit when in the water.
- (d) No running, fast walking, horseplay, or rough play is allowed in the pool complex. No pushing, throwing, dunking, splashing, riding on shoulders, chicken fighting or any games or actions that may endanger swimmers or individuals using the pool area.
- (e) Admission to the pool may be denied when, at the city's sole discretion, it is deemed that:
- (1) An individual is apparently unable to care for themselves to the extent they pose a reasonable risk of harm to themselves or others.
 - (2) An individual is intoxicated or appears to be under the influences of controlled substances.
 - (3) The city has specific evidence that an individual suffers from a contagious disease.
 - (4) An individual exhibits open sores, wounds or runny nose.
 - (5) An individual is not clad as detailed in subsections (b) and (c) inappropriately.
 - (6) In the opinion of the aquatics employee in charge (e.g., head lifeguard), the individual poses a reasonable risk to the health and safety of the pool patrons or general public.
- (f) Pool personnel may eject persons from pool area at any time when deemed necessary to protect the health and safety of pool patrons, as determined within the sole discretion of city officials. In serious cases of misconduct, the department office or the county sheriff should be called. In cases involving small children, the parents will be informed. No refunds of entry fee will be allowed upon ejection.
- (g) The following nonbinding guidelines explain the typical progressive enforcement of a violation of these rules in this section:
- (1) First offense violation : Rule is explained and warning issued.
 - ~~(2) Second offense : Rule is explained and one hour "time out" enforced.~~
 - ~~(3) Third Second offense violation~~ : Person must leave for the day. No refund of entry fee.
- (h) No loitering around ~~cashiers~~ the office area, lifeguards on duty, or lifeguard stands. No one, except a lifeguard, is allowed on or near lifeguard stand(s).
- (i) All guests must shower before entering the pool.
- (j) An individual may not enter the pool or pool area unless a lifeguard is on duty.
- (k) Swimmers are not to hang or pull on lifelines, ropes, nets or rims. Mistreatment or abuse of pool property or other patron's personal property will not be tolerated. No swinging on ladders, playing on or near the ladders, or jumping off of ladders.
- ~~(k)~~ No diving, flips, somersaults, twists, or belly flops allowed. Swimmers may only jump into the pool facing forward with feet first.

- (l) Abusive or profane language will not be tolerated.
 - (m) Facemasks and goggles are permitted to be worn in the pool provided they are properly used and have non-breakable lenses. ~~Facemasks and goggles are not permitted to be worn on the slides.~~
 - (n) No glass containers are allowed in the pool complex.
 - (o) No outside drinks or food are permitted in the pool complex. No ice chests are allowed in pool complex unless given written permission by the City Administrator or designee. ~~The only exceptions to this rule are applicable to authorized private parties or special use events.~~
 - (p) Smoking or tobacco use of any type, including electronic cigarettes or vaping, is not allowed in the pool complex.
 - (q) No alcohol, in any form, is allowed in the pool complex.
 - (r) The city is not responsible for lost, stolen, or damaged personal belongings. Patrons should not bring valuables to the pool complex.
 - (s) Lifeguard(s) on duty ~~are the city officials and park attendants primarily in charge of enforcing the rules.~~ have final authority to enforce all the pool rules.
 - (t) Children five years and younger must be within arm's reach of an adult while in water.
 - (u) No animals are allowed in the pool complex except with written ~~authorization~~ permission ~~of from the city~~ unless such animal is a service animal or a service animal-in-training.
 - (v) The pool will be closed for thunderstorms at first sign of lightning or thunder. The pool will re-open 30 minutes after last thunder is heard and last lightning seen.
 - (w) Flotation devices will be permitted at the lifeguard's discretion. Inflatable beach balls, sponge balls, squirt guns, noodles, or other pool toys are allowed in the pool during noncrowded conditions and at lifeguard's discretion.
 - (x) Any and all injuries occurring within the pool complex must be reported to the ~~manager~~ head lifeguard on duty immediately. Accident/incident reports must be filled out by the pool personnel and turned in to the ~~parks and recreation director daily~~ Aquatics manager.
- ~~Ten minute safety break shall occur each hour. At ten minutes before the hour, each hour, all swimmers must get out of pool. This break is for the water quality to be checked, lifeguards to take a break and swimmers to take a break.~~
- (y) All patrons entering the facility during swim times are required to pay the facility admission fee.
 - (z) Incidents involving any blood, feces, vomit, or other unsanitary matter in or close to the water must be reported to the nearest lifeguard and the manager on duty immediately. Such incidents may require the pool to be closed temporarily for cleaning and sanitation.

Sec. 16.02.065. Special rules for specific park facilities.

- (a) Each park facility may develop additional rules and regulations that address problems specific to that facility, which shall be in writing and approved by the ~~director of the department~~ City Administrator or designee. Patrons shall comply with all rules and regulations posted at individual facilities or for special events.
- (b) Dripping Springs Ranch Park Rules:
- (1) It is an offense for any person to swim or boat at this park.
 - (2) Only members of the Dripping Springs Ranch Park or patrons who pay a daily fee are permitted to have their horses at this park.
 - (3) It is an offense for aAny farrier to provideing services at this park without approval ~~shall pay an itinerant vendor fee and is permitted to provide their services only in the designated areas provided~~ by the ranch park manager ~~or the director of the department~~ Parks & Community Services Director.
 - (4) Quiet hours for RV sports are from 10:00 p.m. to 6:00 a.m. unless approved ~~by the department in a rental contract.~~ in writing.
 - (5) All waste must be disposed of in the dumpster located on site at the park. Littering on the property will result in a fine.
 - (6) All wastewater, including gray water, must be disposed of in the dump station, located on site at the park. Any dumping of waste/sewage on pavement, dirt or vegetation will result in eviction.
 - (7) No swimming pools are to be set upon the property.
 - (8) Rowdiness, abusive language, fighting, lewd conduct, reckless driving/speeding, drunkenness, and possession of or use of illegal drugs will not be tolerated at any time. Amplified sound, firearms, or weapons shall not be allowed unless otherwise allowed by law or authorized by the city by written agreement.
 - (9) Parents are responsible for the conduct of their children and financially responsible for any damages caused by their children. Children under the age of 13 must be accompanied by an adult at all times.
 - (10) The city, the department, and Dripping Springs Ranch Park, as well as their officials, agents, and employees are not responsible for property or personal injury damages arising out of, or in any way connected to use of the park, including, but not limited to loss or damage by fire, wind, theft, accident, or Acts of God.
 - (11) Registered guests and visitors are liable for all personal injury or property damages and assume any and all risks associated with use of the park to their person, property, animals and vehicles.

(12) ~~All park rules apply to Dripping Springs Ranch Park and the event center, including hours of operation and hours when amplified sound is allowed. The hours of operation and hours of amplified sound may be extended by written agreement between the city and a user of this park.~~

(13) No vehicles are allowed within the park without a permit or written permission after 11:00 pm

(c) ~~Farmers Market Park in Veterans Memorial Park~~. The following section applies to farmers market operations ~~in Veterans Memorial Park~~. The market manager has the authority to control the use of the park premises for purposes of Texas Penal Code section 42.03 (obstruction of passageways), issue warnings, provide notice per Texas Penal Code section 30.05 (criminal trespass), and take appropriate action against any person who violates the rules and regulation for market operations, any section of this division, and any other regulation or law. Additional regulation related to the farmers is in article 6.05 of this code. Farmers market rules include:

- (1) All market participants must complete the appropriate application, pay the applicable fees, and be approved by the market manager or the farmers market ~~board~~ committee prior to participation.
- (2) Producers, prepared-food producers, artists and craftspeople, service providers, entertainers, and community organizations that fulfill the mission of the market as listed in section 6.05.003 of this code, may be approved to participate in the market.
- (3) The farmers market and all vendors must comply with the Americans with Disabilities Act and with state accessibility requirements. All common areas and vendor booths must be accessible to individuals with disabilities whenever the booth is open to the public.
- (4) All vendors must agree to and assist in the inspection of their operation by representative of the market at any time to ensure compliance with these rules and state health rules, as applicable.
- (5) Market booth fees will be determined annually by the farmers market ~~association~~ board manager and approved by the city council. Fees will be assessed to participants weekly.
- (6) All selling and promotion must be contained within the ten feet wide by ten feet deep booth space.
- (7) Any vendor cancellations must be communicated with the market manager by 2:00 p.m. on day prior to the market or late notice fees will be assessed.
- (8) Smoking or other tobacco use, including vaping or electronic cigarettes, is not allowed in market area.

- (9) All market complaints should be sent to the market manager for review by the farmers market ~~association board~~ committee.
- (10) Violation of farmers market or park rules may result in verbal warning, written warning, ~~fine~~, suspension or expulsion from the market. The market manager shall have discretion to enact any or all of the above options based on the severity of the violation.
- (11) Community organizations that fulfill the mission of the market and seek to fundraise or educate at the market can submit an application to the farmers market ~~association board~~ manager for approval to perform such activities.
- (12) All vendors must wait for the sound of the opening bell to commence sales to the public.
- (13) Public dissemination of information is regulated on market days ~~from 2:00 p.m. — 7:00 p.m.~~ during market hours. Those seeking to disseminate information must do so only in the area designated by the market manager.
- (14) Each vendor is responsible for his or her own sales tax collections and payments.
- (15) A scale certified by the Texas Department of Agriculture must be used at the market for all products sold by weight.
- (16) Food samples must be distributed in accordance with the rules set forth by the city's farmers market food sampling rules and Texas Department of State and Health Services.
- (17) Home-canned processed foods and baked goods can be sold but must comply with the Texas Cottage Food Laws as defined by the Texas Department of State Health Services and Texas Health and Safety Code.
- (18) All vendors must obtain any and all permits and licenses required by the state and the county as applicable to sell each product.
- (19) All items sold at the market must be raised, prepared, processed, or crafted by the vendor within a 150 mile radius of the city and meet the mission of the market.
- ~~(20) All vendors will be subject to inspection by the market manager prior to selling at the market.~~
- (20) No live animals may be sold or given away at the market.
- (21) No vendor, attendee, or participant in the market may impede pedestrian or vehicular traffic or interfere or disrupt normal market operations.

Secs. 16.02.066—16.02.100. Reserved.*DIVISION 3. YOUTH PROGRAMS' STANDARDS OF CARE***Sec. 16.02.101. Title.**

This division shall be cited as the "standards of care ordinance."

Sec. 16.02.102. Purpose.

The following standards of care are intended to be minimum standards by which the city will operate the city's youth programs. These are the basic child-care regulations for programs operated by the city. The programs operated by the city are recreational in nature and are not day care programs. This will allow the city to qualify as being exempt from the requirement of the Texas Human Resources Code. The city is not licensed by the state to offer day care programs.

Sec. 16.02.103. Applicability.

These standards apply to ~~all youth programs offered by the city~~ the Coyote Day Camp program offered by the city and directly supervised by city staff.

Sec. 16.02.104. Definitions.

Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

Camp counselor: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs. This definition also includes camp director.

Camp director: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

City park or park: The city parks identified below and any land now or hereafter dedicated by the city as a municipal park.

Commission: The city's parks and recreation commission (aka, "parks and rec") or any successor entity.

Department: City of Dripping Springs.

Parent(s): One or both parents(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in the city youth program.

Park: Drippings Springs Ranch Park, the site at which any city youth program may be hosted.

Participant: A youth whose parent(s) or guardian(s) have completed all required registration procedures and determined to be eligible for a city youth program.

Program manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to the city's youth programs.

Programs site: Area or facilities where the city youth programs are held.

Youth program(s): The city's youth programs consisting of the summer day camp program which lasts one week (five days) or longer.

Sec. 16.02.105. General information/administration.

- (a) Organization. The governing body of the city's youth programs is the city council.
- (b) Implementation. Implementation of the youth programs standards of care is the responsibility of the ~~city administrator and the program director overseeing the recreation programs.~~ DSRP Manager or designee.
- (c) Application. Programs to which these standards of care will apply are: ~~Camp LASSO summer day camp~~ Coyote Day Camp.
- (d) Access to standards.
 - (1) Each site will have available for public and staff review a current copy of the standards of care.
 - (2) Parents will be provided a copy of the current standards of care upon request.
- (e) Program objectives for youth programs.
 - (1) To offer a program of varied recreational activities appropriate for children, such as but not limited to those programs that are related to nature, arts and crafts, sports and games, education, drama, special events, and other such activities designed for elementary age children.
 - (2) To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth and self-confidence.

- (3) To provide a pleasant, memorable, educational and fun recreational experience in a positive environment.
 - (4) To provide a safe environment; always promoting good health and welfare for all.
 - (5) To educate, instill self-confidence, teach teamwork skills and inspire kids to use their leisure time wisely through outdoor education and recreation, in an effort to meet emotional, physical and social needs.
- (f) Exemption status. Once an exempt status is established, the licensing division will not monitor the recreational program. The licensing division will be responsible for investigating complaints of unlicensed child care and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegation, to the local law enforcement authorities.
- (g) Standards of care review. Standards will be reviewed annually and approved by the city council after a public hearing is held to pass an ordinance regarding section 42.041(b)(14) of the Human Resources Code.
- (h) Child care licensing. Child care licensing will not regulate these programs nor be involved in any complaint investigation related to the program.
- (i) Complaints. Any parent, visitor or staff may register a complaint by ~~calling~~ contacting the city DSRP Manager office at (512) 858-4725, Monday through Friday, 8:00 a.m. to 5:00 p.m.

Sec. 16.02.106. Staffing.

- (a) Requirements.
- (1) Program staff must be at least ~~18~~ 15 years old.
 - (2) All program staff should possess or complete prior to the beginning of camp, the following certifications from a nationally recognized organization in the following areas:
 - (A) Community CPR or the equivalent.
 - (B) First aid.
 - (3) Staff must complete the mandatory training program for the day camp.
 - (4) Staff must exhibit competency, good judgment, and self-control throughout the duration of camp.
 - (5) Staff should relate to the children with courtesy, respect, acceptance, and patience.
 - (6) Staff shall not abuse or neglect children.
 - (7) Staff will be evaluated at least once during the summer prior to the completion of camp. Evaluations will be reviewed with the camp counselors to discuss any area of improvement or suggestions.

- (b) Criminal background checks will be conducted on prospective summer day camp employees. An applicant may be disqualified if they have a criminal conviction.
- (c) A prospective employee may be subject to a drug test prior to hiring.
- (d) The state-required ratio for number of children (ages five to 13) may not exceed 12:1 children to staff.
- (e) Participants with special needs requiring personal assistance, i.e., feeding, changing of clothes, using the restroom, must provide an attendant for the duration of the program. Program staff will not provide personal assistance. The attendant will be admitted to the program free of charge.

Sec. 16.02.107. Facility standards.

(a) Safety measures.

- (1) First-aid kits and infection control kits should be available at the site at which the participants are engaged in program activities.
- (2) First-aid guidelines should be on file, and available at the site, and include:
 - (A) CPR/rescue breathing sequence guidelines.
 - (B) First-aid review.
 - (C) Medical emergency procedures.
- (3) In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location.
- (4) A disaster and evacuation procedure should be posted at the facility.
- (5) If the site is a building, the site should be provided with clearly marked exits for use in emergency.

(b) Inspections.

- (1) The facility should generally be kept reasonably free of insects, rodent and stray animals.
- (2) Program employees will inspect sites daily for any sanitation or safety concerns. Those concerns should be passed on to the supervisor immediately.

(c) Health and sanitation.

- (1) The facility must have a sufficient number of restrooms, which are maintained in good repair, equipped for independent use by children, and designed to permit staff supervision as needed.
- (2) The site must have an adequate supply of water and it will be readily available to all participants in a safe and sanitary manner.

Sec. 16.02.108. Service standards.

This information will be provided to each staff member as a part of the day camp staff manual.

- (1) Appearance and behavior .
 - (A) Staff will wear name badges that are clearly visible.
 - (B) Appropriate shirts, shorts, and tennis shoes are to be worn at all times. No tube tops allowed, shorts should be at a respectable length, no cutoffs.
 - (C) No clothing should bear any inappropriate logos, phrases, or pictures.
 - (D) Any staff member, who does not adhere to the dress code, will be sent home for the day without pay.
 - (E) Cell phone use is allowed only when the staff is on an approved break, when there are emergency circumstances, or when approved by the camp director.
- (2) Communication with parents .
 - (A) Staff will keep parents continuously informed of activities and schedules. A weekly schedule will be posted at the park ~~and in the city office~~.
 - (B) Camp participants and parents will be treated with respect at all times.
 - (C) Staff will note details of behavior of participants and update parents as much as possible.
- (3) Additional staff responsibilities .
 - (A) Staff will monitor the sign in/out log at all times.
 - (B) Staff will spend ~~100 percent of~~ their time actively involved with participants and/or parents.
 - (C) Staff will make an attempt to answer any complaints at the site and resolve all problems in a timely fashion. Situations that cannot be resolved on site by staff will be passed to a supervisor immediately and be investigated within 24 hours.
 - (D) Camp staff will clean the program area after each activity.

Sec. 16.02.109. Operational issues.

- (a) Emergency phone numbers are kept with the day camp director at all times. These numbers will include the nearest fire, police, and ambulance services.
- (b) A day camp program manual is given to every day camp ~~director and counselor~~ employee. An additional manual will be located at each site where all staff can have access to the manual. The manual will contain the following information:

- (1) Discipline issues.
 - (2) City rules and regulations.
 - (3) Forms that must be filled out.
 - (4) Service standards.
 - (5) Game/activity leadership.
 - (6) Ways to interact with children.
- (c) Sign-in/out sheets will be used every day. Only adults listed on sign-in/out release will be allowed to pick up children. An authorized person must enter the building, present appropriate identification and sign the sheet in order for staff to release the child.
- (d) Parents will be notified regarding planned field trips and provided the required release forms.
- (e) Enrollment information will be kept and maintained on each child and shall include:
- (1) Child's name, birth date, home address, home telephone number, physician's phone number and the appropriate daytime contact information where parents can be reached during normal business hours.
 - (2) Names and telephone numbers of persons to whom the child can be released.
 - (3) Liability waiver.
 - (4) Statement of the child's special problems and/or needs, including but not limited to any known allergies.
 - (5) Designation of need for reasonable accommodations.
 - (6) Signed acknowledgement of program code of conduct by a parent or guardian.
- (f) Staff shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in any situation that placed the child at risk.
- (g) Staff shall notify parents or authorized persons of children in the facility when there is an outbreak of a communicable disease in the facility that is required to be reported to the county department of health. Staff must notify parents of children in a group when there is an outbreak of lice or other infestation in the group.

Sec. 16.02.110. Behavior management and discipline procedures.

- (a) Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interest of program participants in mind.
- (b) There will be no harsh, cruel, or corporal punishment used as a method of discipline.

- (c) Program employees may use brief, supervised separation from the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their understanding of the rules is an integral part of behavior management. When negative behavior occurs they will know there is a consequence for the chosen action.
- (d) Incident reports will be filled out on any disciplinary cases, and information is to be shared with parents when picking up the child (or sooner when extreme cases occur). Parents will be asked to sign the incident report to indicate they have been advised about specific problems and/or negative behaviors.
- (e) A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a participant being suspended from the program. Parents/guardians will be contacted to pick up their child immediately.
- (f) In instances where there is danger including physical harm or threat of physical harm to participants, staff, or themselves, the offending participant(s) will be removed from the program immediately. Parent(s) or guardian(s) will be contacted to pick up the child immediately.

Sec. 16.02.111. Illness or injury.

- ~~(a) Participants shall have and maintain immunizations in accordance with those required by the state department of health for public school attendance according to age.~~
- (a) Parents shall be notified in cases of illness or injury.
- (b) When an incident occurs that results in an injury, an incident report shall be filled out immediately after the incident.
- (c) A child who is ill or injured shall be supervised until the parent or other authorized adult removes the child from the site.
- (d) In the event of suspected abuse, program employees will report suspected abuse or neglect in accordance with the Texas Family Code. In the case where a city employee is involved in an incident with a child that could be construed as child abuse, the incident must immediately be reported to the camp director, who will immediately notify the county's sheriff's department and any other agency as may be appropriate.
- (e) State law requires the staff of youth programs to report any suspected abuse or neglect of a child to the state department of family and protective services or law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000.00 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.
- (f) Program staff will receive basic training related to child abuse prevention and how to report suspected abuse.

Sec. 16.02.112. Monitoring and distribution.

- (a) The camp director is to confirm and ensure the standards of care are being adhered.
- (b) The camp director in charge of these programs will make visual inspections of all program sites on a biweekly basis and make a report if necessary to be sent to the ~~city administrator~~ DSRP Manager.
- (c) The department shall post and make available copies of these standards and the rules adopted pursuant to this section.
- (d) The department shall notify the parents of each prospective participant that the recreational programs are not licensed by the state. The program may not, and will not, be advertised as any type of child-care facility.
- (e) The ~~camp director~~ DSRP Manager shall submit an annual report on the camp to the ~~city administrator~~ Parks & Community Services Director within 30 days of the end of the camp. The report shall include standards of care compliance issues and changes recommended for the next year.

Secs. 16.02.113—16.02.160. Reserved.*DIVISION 4. COMMERCIAL FITNESS TRAINERS ACTIVITY ON PARK PROPERTY***Sec. 16.02.161. Title.**

This division shall be cited as the "~~commercial fitness trainers'~~ Commercial Activity on Park Property" ordinance."

Sec. 16.02.162. Purpose.

These rules are established to ensure:

- (1) The condition of the city parks do not decline from overuse by commercial ~~fitness trainers'~~ ("~~trainers'~~") activities;
- (2) Park users ~~not utilizing trainers~~ have adequate access to park facilities when ~~trainers are~~ commercial activity is present at the parks;
~~Trainers conduct business in park facilities in a manner that promotes public health;~~
~~and~~
- (3) The city is not liable for injuries sustained by ~~the trainers' and/or the trainers'~~ patrons any commercial activity on park property.

Sec. 16.02.163. Applicability.

These rules apply to anyone providing ~~physical fitness direction~~ services or products for profit while on any city-owned park property.

~~Sec. 16.02.164. Definitions.~~

~~Commercial fitness trainer: Per section 16.02.034, a for profit trainer providing physical fitness training expertise to city park users.~~

Sec. 16.02.165. ~~Itinerant vendor's~~ Commercial Activity in Parks license Permit.

All commercial ~~fitness trainers~~ activity providers must obtain an ~~itinerant vendor~~ Commercial Activity in Parks license permit ~~prior to training in city parks~~, as well as comply with all other sections of this division.

- ~~(b) All licensees shall be placed on a calendar year renewal program. If license to conduct training activities is purchased after January of the calendar year, the license fee will be prorated by month, and divided by 12. The trainer shall pay that portion of the 12 months left in the calendar year and will renew on January 2nd of the next calendar year so that license renewal anniversaries are consistent~~

Sec. 16.02.166. Permit; application; plan required.

- (a) Commercial ~~fitness trainers~~ activity providers must obtain the proper city-issued commercial ~~fitness trainer's activity permit~~ ("permit") prior to ~~training patrons providing services~~ for profit on city park property from the Parks and Community Services department. Permits may be obtained from the city, 511 Mercer St., Dripping Springs, Texas 78620. Trainers must sign and return to the city a copy of the guidelines for permitting commercial fitness activity ("guidelines"), and retain a copy. See exhibit A attached to Ordinance No. 1510.08 for the guidelines.
- (b) Facility use application. Trainers Commercial activity providers must submit a facility use application ("application") which requires city approval prior to receiving a permit and commencing ~~training activity~~ operations. The application must list the times, dates, and the specific areas where training the commercial activity will be conducted. Training events Commercial activity must only be conducted during the times, dates and within the event area specified in the application, including the time to set up and take down equipment. See exhibit B attached to Ordinance No. 1510.08 for an application.
- (c) Site layout plan. Trainers Commercial activity providers must submit a site layout plan ("plan") with the application indicating areas of park to be utilized, and equipment ~~brought to training by trainers and patrons to be brought into the park~~. This plan must be attached to the application in order to receive a permit. See exhibit C attached to Ordinance No. 1510.08 for a plan.

Sec. 16.02.167. Provisions.

- (a) A non-exhaustive list of services commercial ~~fitness trainers ("trainers")~~ activity providers with the proper permit may be allowed to provide at city parks ~~are include but are not limited to:~~ Boot camp training, personal training, and yoga instructing, home school programs, nature based programs, and sports programs.

~~The maximum number of participants in a group is 12 per session. If there are more than 12 participants, the trainer must:~~

- ~~(1) Split group into separate groups directing each to designated areas; and~~
- ~~(2) Provide a separate trainer for each group.~~
- (b) No more than five x 1.5 hour sessions (or a total of 7.5 hours) are allowed per week at each designated area of a park. No more than two sessions are allowed in any park at any time.
- (c) Commercial (i.e., for profit) use of city parks for fitness sessions may only take place on designated areas within a park. The designated area must be reserved in advance ~~at city hall,~~ and is on a first-come, first-served basis.
- (d) Athletic fields (i.e., soccer and football) may be available by special request due to heavy utilization by youth user groups. Other fields (i.e. softball) may be available during off season times. No field can be used without the prior written approval of the city administrator or their designee.
- (e) List of available city parks and the designated areas:
- (1) Charro Ranch Park.
 - (A) ~~Cross country trail~~ Pedestrian Trail.
 - (B) Solstice Circle (yoga only).
 - (2) Dripping Springs Ranch Park .
 - (A) Walking trail system.
 - (B) Open recreation areas as designated on site plan request (if approved).
 - (3) Founders Memorial Park .
 - (A) ~~Walking trail system~~ Pedestrian Trail!
 - (B) Open recreation areas as designated on site plan request (if approved).
 - (C) ~~Overflow parking area may be used if the city's youth sports association is not using the facility.~~
 - (C) Athletic Fields
 - (4) Sports and Recreation Park .

- (A) ~~Walking trail system~~ Pedestrian Trail.
- (B) ~~Ull soccer field~~ Athletic Fields.
- (C) Open recreation areas as designated on site plan request (if approved).
- (D) Exercise stations.
- (5) Veterans Memorial Park
- (A) Open recreation areas as designated on the site plan request (if approved).
- (6) The city reserves the right to alter commercial fitness training activity areas. Availability is subject to sustainability and maintenance impact on the parks.
- (f) A nonexhaustive list of areas where commercial ~~fitness trainers activity are~~ activity are is prohibited ~~from training:~~
- ~~Veterans Memorial Park;~~
- (1) Areas of cultural or natural significance as determined by city staff;
 - (2) Within a 100-foot radius of any picnic shelters or benches;
 - (3) Within a 100-foot radius of any playgrounds or play equipment;
 - (4) Within a 100-foot radius of any public toilet or kiosk areas;
- ~~The Pound House grounds next to Founders Memorial Park;~~
- (5) Charro Ranch Park with the exception of the ~~cross-country~~ pedestrian trail, ~~the pavilion~~, and the solstice circle; and
 - (6) Roadways within the parks.
- (g) Additional prohibitions.
- (1) Parking lots within the city parks may not be used for any type of training activity or any other professional service or solicitation at any time without prior approval by the city administrator or their designee.
 - (2) Use of the electrical service at any designated park location is not covered by this permit and must be requested and approved by the city administrator or their designee under separate request. Additional fees will apply.
 - (3) Any amplified music.
 - (4) Training events in the ranch house, in the arena, on the equine trail, in camping areas and their surrounding grounds at the city's Ranch Park.
- (h) Commercial AG trainer, the city requires any trainer conducting instruction in city parks hold a current fitness certification from a nationally recognized fitness organization. Some examples of these fitness organizations include: National Academy of Sports Medicine, National Association for Fitness Certification, National Fitness Instructor Training.

Sec. 16.02.168. Fees.

- (a) Permit fees are needed to ensure that the public is fairly compensated for commercial use of city parks.
- (b) Fees must be paid by trainers and secured by the city prior to beginning the park reservation request process. ~~The fee structure for use of the parks is:~~
- (1) ~~Six month license: \$50.00.~~
 - (2) ~~Twelve month license: \$70.00.~~
 - (3) ~~Park maintenance fee: \$10.00 per month per training session (in addition to the license).~~
- (c) ~~Applicant shall pay to the city a deposit equal to the cost of the upcoming session/classes in order to reserve space in the park prior to the beginning of the camp/event, etc.~~
- (d) ~~If no sessions/classes occur, the deposit shall be refunded or, at the payee's discretion, retained by the city as credit toward the next session that occurs.~~
- (e) ~~Commercial fitness trainer will complete a monthly report (summary sheet) designed to track park usage and revenue to city. The monthly report form, provided by the city, and payment (payable to the city, sent to the city) of any park maintenance fees, is due to the city by the 10th day of each month sessions are to occur. Monthly reports are only required to be filed when in the preceding month a commercial fitness trainer has used park facilities for purposes governed by this division.~~
- (f) ~~A city employee will perform periodic checks to monitor training instruction and city code compliance.~~

Sec. 16.02.169. Deposits; insurance.

Following completion of the permitting process, ~~trainers~~ commercial activity providers must comply with the following:

- (1) Pay refundable deposits as required ~~for athletic fields~~, a minimum of two weeks prior to first requested date. No rental fee will be charged for use of fields.
- (2) Requestor must provide a copy of a certificate of liability insurance with a separate endorsement listing the city as an additional named insured in the amount of \$500,000.00.

Sec. 16.02.170. Criminal offense.

- (a) A person commits an offense under this division, if the person:
- (1) Conducts ~~physical fitness training~~ commercial activity for profit without a valid itinerant vendor's license as required by section 16.02.165;

- (2) Fails to comply with the requirements of section 16.02.166;
 - (3) Uses park facilities prior to payment of a permit fee or deposit per section 16.02.168;
- or

~~Fails to submit a monthly report by the 10th day as required by section 16.02.168(e).~~

- (b) ~~An offense under this section is a misdemeanor punishable by a fine not to exceed \$500.00. No culpable mental state is required for proof of an offense under this section.~~

Sec. 16.02.171. License suspension, revocation, and appeals.

~~(a) Suspension of license. Upon the filing of a complaint alleging an offense under section 16.02.170 the city may, without warning, notice, or hearing suspend an itinerant vendor's license issued under this division for a period of 30 days. A conviction of an offense under section 16.02.170 may result in a suspension of up to 180 days. Suspension is effective upon service of the notice by the city. When an itinerant vendor's license is suspended physical fitness training for profit operations shall immediately cease at city parks. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing. During the pendency of the hearing, the suspension shall be stayed.~~

~~(b) Notice and hearing.~~

~~(1) Whenever an itinerant vendor's license is suspended, the holder of the permit or the person in charge shall be notified in writing that the license is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the city by the holder of the license within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The city may end the suspension at any time if reasons for suspension no longer exist.~~

~~(2) The hearing, which shall be administrative in nature, shall be conducted before the city administrator or the city administrator's designee. The city may be represented by city staff or legal counsel. The hearing shall not be bound by the state rules of evidence, state rules of civil procedure, or the state code of criminal procedure.~~

~~(c) Revocation of license. The city may, after providing opportunity for a hearing, revoke an itinerant vendor's license to a person who is convicted twice of an offense under section 16.02.170. Prior to revocation, the city shall notify the holder of the license in writing, of the reason the license is subject to revocation and that the license shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the city administrator. If no request for hearing is filed within the ten-day period, the revocation of the license becomes final.~~

~~(d) Administrative process. A notice as required by this section is properly served when it is delivered to the holder of the license, or when it is sent by registered or certified mail,~~

return receipt requested, to the last known address of the holder of the license. A copy of the notice shall be filed in the records of the city.

- (e) ~~The hearing. The hearings provided for in this section shall be conducted by the city administrator or the city administrator's designee at a time and place designated by the city administrator or the city administrator's designee. Based upon the evidence presented at such hearing, the city administrator or the city administrator's designee shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the city.~~
- (f) ~~Appeal. The licensee shall have ten days from the date of suspension or revocation to file notice of his appeal to the parks and recreation commission from the order suspending or revoking the license. The appeal shall be determined by the parks and recreation commission at its next regular meeting. After holding a hearing on appeal, the parks and recreation commission shall by majority vote either sustain the suspension or revocation, or issue an order reinstating the license. During the pendency of an appeal, a license suspension or revocation shall be stayed.~~

Sec. 16.02.171. Indemnity/waiver.

Permit holder/trainer shall provide the city with a release and waiver of the city's liability for each company, entity, trainer, and participant in each session.

Sec. 16.02.173. Delinquent accounts.

Any funds paid by a trainer/entity will first be applied to the appropriate delinquent account, until no longer delinquent, before funds may be applied to future park training uses.

AN ACT

relating to exempting certain youth programs from child-care licensing requirements.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subsection (b), Section 42.041, Human Resources Code, is amended to read as follows:

(b) This section does not apply to:

- (1) a state-operated facility;
- (2) an agency home;
- (3) a facility that is operated in connection with a shopping center, business, religious organization, or establishment where children are cared for during short periods while parents or persons responsible for the children are attending religious services, shopping, or engaging in other activities on or near the premises, including but not limited to retreats or classes for religious instruction;
- (4) a school or class for religious instruction that does not last longer than two weeks and is conducted by a religious organization during the summer months;
- (5) a youth camp licensed by the Texas Department of Health;
- (6) a hospital licensed by the Texas Department of Mental Health and Mental Retardation or the Texas Department of Health;
- (7) an educational facility accredited by the Central Education Agency or the Southern Association of Colleges and Schools that operates primarily for educational purposes in grades kindergarten and above;
- (8) an educational facility that operates solely for educational purposes in grades kindergarten through at least grade two, that does not provide custodial care for more than one hour during the hours before or after the customary school day, and that is a member of an organization that promulgates, publishes, and requires compliance with health, safety, fire, and

sanitation standards equal to standards required by state, municipal, and county codes;

(9) a kindergarten or preschool educational program that is operated as part of a public school or a private school accredited by the Central Education Agency, that offers educational programs through grade six, and that does not provide custodial care during the hours before or after the customary school day;

(10) a family home, whether registered or not;

(11) an educational facility that is integral to and inseparable from its sponsoring religious organization or an educational facility both of which do not provide custodial care for more than two hours maximum per day, and that offers educational programs for children age five and above in one or more of the following: kindergarten through at least grade three, elementary, or secondary grades; [ø]

(12) an agency group home;[-]

(13) [~~(12)~~] an emergency shelter facility providing shelter to minor mothers who are the sole support of their natural children under Section 35.05, Family Code, unless the facility would otherwise require a license as a child-care facility under this section;

(14) an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility; or

(15) an annual youth camp held in a municipality with a population of more than 1.5 million that operates for not more than three months and that has been operated for at least 10 years by a nonprofit organization that provides care for the homeless.

SECTION 2. This Act takes effect September 1, 1995.

SECTION 3. The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 212 passed the Senate on February 28, 1995, by a viva-voce vote; and that the Senate concurred in House amendments on May 24, 1995, by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 212 passed the House, with amendments, on May 19, 1995, by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Agency has a policy barring the use of all tobacco products in its parks and at ALL facilities and grounds

Agency has a policy barring the use of all tobacco products in its parks and at SELECT facilities and grounds

Agency DOES NOT have a policy barring the use of all tobacco products in its parks and at its facilities and grounds

Agency has a policy that allows the consumption of alcohol by legal-aged adults on ALL its premises

Agency has a policy that allows the consumption of alcohol by legal-aged adults on SELECT premises

Agency DOES NOT have a policy that allows the consumption of alcohol by legal-aged adults on its premises

All Agencies	Jurisdiction Population			
	Less than 20,000	20,000 to 49,999	50,000 to 99,999	100,000 to 250,000
53%	53%	53%	52%	52%
29%	25%	25%	35%	32%
19%	22%	22%	14%	16%
15%	20%	16%	12%	13%
59%	41%	55%	63%	68%
26%	39%	29%	25%	19%

Over 250,000

52%

31%

16%

13%

72%

15%



City of Dripping Springs

Post Office Box 384
 511 Mercer Street
 Dripping Springs, Texas 78620

Agenda Item Report from: Laura Mueller – City Attorney; Chad Gilpin—City Engineer

Council Meeting Date:	March 7, 2023								
Agenda Item Wording:	Discuss and consider approval of an Ordinance Amending the Fee Schedule of the City of Dripping Springs as it relates to sidewalk fee-in-lieu. Sponsor: Mayor Foulds, Jr.								
Agenda Item Requestor:									
Summary/Background:									
<p>This is the update to the Fee Ordinance reflecting changes related updates to the sidewalk fee-in-lieu ordinances. These ordinances are designed to give developers and the City an option to work through an administrative process to pay fee-in-lieu instead of building sidewalks where they are impractical or infeasible. The fee-in-lieu funds will be used in a Sidewalk Fund to build sidewalks and related infrastructure on public property and public right of way to provide connectivity throughout the City.</p> <p>The fee is proposed to be raised from the existing fee of \$8/sf to \$12/sf. This amount was calculated by City Engineer, Chad Gilpin based on actual contractor bids for public sidewalk projects in Dripping Springs from late 2021 through 2022.</p> <p><u>The recommended fee is \$12/sf based on the following:</u></p> <table border="0"> <tr> <td>Sidewalk:</td> <td>\$7.77/sf</td> </tr> <tr> <td>Design/Bid (20%):</td> <td>\$1.55/sf</td> </tr> <tr> <td>Ramps/Benches/Etc. (20%):</td> <td>\$1.55/sf</td> </tr> <tr> <td>Total:</td> <td>\$10.87/sf</td> </tr> </table> <p>Plus a small percentage for the possibility of overruns and the cost of calculating and reviewing the request for fee-in-lieu which is where the \$12/sf comes from.</p>		Sidewalk:	\$7.77/sf	Design/Bid (20%):	\$1.55/sf	Ramps/Benches/Etc. (20%):	\$1.55/sf	Total:	\$10.87/sf
Sidewalk:	\$7.77/sf								
Design/Bid (20%):	\$1.55/sf								
Ramps/Benches/Etc. (20%):	\$1.55/sf								
Total:	\$10.87/sf								

Commission Recommendations:	N/A
Actions by Other Jurisdictions/Entities:	N/A
Previous Action:	Sidewalk Fee-in-Lieu amount was approved by City Council at \$8/sf on July 14, 2020.
Recommended P&Z Action:	Staff recommends approval.
Alternatives/Options:	Approval Approval with Changes Denial--Fee remains at \$8/sqft
Attachments:	Draft ordinance and fee schedule. Projects used for calculations
Related Documents at City Hall:	N/A
Public Notice Process:	If approved, newspaper notice is required. Then the Planning Department will publicize the change as appropriate.
Public Comments:	N/A
Next Step/Schedule:	N/A

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2023-_____

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 3: SITE DEVELOPMENT; AND SECTION 4: SUBDIVISION; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to provide for reasonable fees, including for construction of sidewalks; and

WHEREAS, the City Council finds that the attached schedule of fees is reasonable and prudent considering the municipal resources expended in the planning, design, and construction of sidewalks within the City; and

WHEREAS, the fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City; 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.

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

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances, Sections 3 and 4 are amended to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment “A”.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance

shall be and remain controlling as to the matters regulated, herein.

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. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

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 provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of March 2023, 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:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS MASTER FEE SCHEDULE

ARTICLE A1.000 (GENERAL PROVISIONS)

SECTION 3: SITE DEVELOPMENT

* * *

3.8 Sidewalk Fee-in-Lieu: ~~\$8.00~~\$12.00/square foot of approved fee-in-lieu of sidewalk construction.

SECTION 4. SUBDIVISION

* * *

4.21 Sidewalk Fee-in-Lieu: ~~\$8.00~~\$12.00/square foot of approved fee-in-lieu of sidewalk construction.

Sidewalk Ordinance - Fee-in-Lieu Cost Backup

Units cost below are from actual bids from our area in late 2021 & 2022

Base Cost/Sidewalk Only

	For 5 ft wide sidewalk \$/LF	Can be applied to any width \$/SF
1 Rob Shelton Sidewalk	\$42	\$8.40
2 Heritage Ph 1	\$33	\$6.60
3 TxDOT Low Bid Avg	\$41	\$8.20
4 DSRP Ranch House Rd Ph 1	\$39	\$7.80
5 Rob Shelton Exp (Cannon)	\$41	\$8.20
6 Roger Hanks Extension (Heritage)	\$37	\$7.40
Average Cost	\$38.83	\$7.77

Add Design/Bid & Misc Sidewalk Ramps, Rails, Etc.

Sidewalk	\$38.83	\$7.77
Design/Bid (20%)	\$7.77	\$1.55
Ramps/Benches, Etc. (20%)	\$7.77	\$1.55
Avg Cost to Design & Construct Sidewalks	\$54.37	\$10.87



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

Submitted By: Shawn Cox, Finance Director/City Treasurer

Council Meeting Date: Tuesday, March 7, 2023

Agenda Item Wording: Discuss and consider approval of a firm and authorize staff to negotiate an agreement for Banking Depository Services for the City of Dripping Springs following the Request for Proposals.

Agenda Item Requestor:

Summary/Background:

The City’s current bank is Sunflower Bank (previously Pioneer Bank). The City entered into a five-year depository agreement with Sunflower in 2018. This agreement will end on March 31, 2023.

On February 2, 2023, the City issued a Request for Proposals (RFP) for Banking Depository Services. In response to the RFP, the City received submittals from the following banks on February 23, 2023:

- Texas Regional Bank
- Keystone Bank
- Sunflower Bank

Each submittal is being reviewed based on the following criteria:

Criteria	Max. Score
Time deposit interest rates	30%
Cost of Service	30%
Service availability	20%
Safety and creditworthiness of bank	30%
	<u>110%</u>

A completed score sheet will be provided to Council at the March 7th meeting, once each reviewer has had a chance to read and score the submittals. The review committee will provide a recommendation to Council at the meeting and will request authorization to approve an agreement with the selected bank. A draft copy of the Depository Agreement is attached. The new agreement will secure depository banking services for the City from April 1, 2023 to March 31, 2028.

**Commission
Recommendations:**

The review Committee will provide Council with a recommendation at the March 7th meeting.

**Recommended
Council Actions:**

Authorize city Administration to negotiate and enter into a contract with the recommended bank.

Attachments:

- RFP for Banking Services
- Answered Questions
- Keystone Bank Submittal
- Texas Regional Bank Submittal
- Sunflower Bank Submittal
- Draft Bank Depository Agreement

Next Steps/Schedule:

If authorized, City Administration will enter into an agreement with the recommended bank.



DRIPPING SPRINGS
Texas

From: Shawn Cox, Finance Director/City Treasurer

Date: Tuesday, February 21, 2023

RE: Banking Depository Services RFP - Answered Questions - **UPDATED February 22, 2023**

If a bank that currently doesn't have an office in Dripping Springs, but will in the next year, {will they} be able to meet the minimum requirements of the RFP for Banking Services.?

- A. "To assure a close working relationship, to facilitate available services, and to support local business, the entity may give priority to those banks with full-service capabilities within the City of Dripping Springs limits." Unfortunately, the City does not have the ability to transport deposits outside of the City, therefore priority will be given to banks within the City. However, if a bank were to propose a transportation solution the City would take that into consideration.

Please provide 2 months of bank account analysis statements.

- A. Please see attached.

Does the City currently utilize a lockbox service?

- A. No.

Does the city currently utilize remote deposit capture? If so, how many scanners are currently utilized?

- A. No.

Does the city use an online bill payment portal service?

- A. The City utilizes multiple online services. Those services use either Global Payments or Elavon for online payments.

Referencing Attachment, A: Please describe Group I, Group II, Group III, Group IV items.

- A. The city is referring to the various types of account deposits available, such as:
- Current (Demand Deposit) Account
 - Savings Accounts
 - Call Deposit Accounts
 - Certificates of Deposit/Time Deposit Accounts

Does the city utilize check printing through bank or third-party company?

- A. The City purchases its own, blank check stock, and prints checks through its accounts payable software.

Does the city utilize merchant services? If so, please provide the last 2 merchant service statements.

- A. As mentioned, the City utilizes Global Payments and Elavon. Please see statements attached.

How does the city currently deliver cash deposits to the bank? Does the City currently utilize armored car services? If so, who is the provider?

- A. Deposits are made in person by a City employee. An armored service is not used.
-



DRIPPING SPRINGS
Texas

On Online banking services (O) Please explain (Remote Collection)

A. Remote collection refers to “remote deposit capture” as mentioned above.

Attachments:

- Account Statements – December 2022
- Account Statements – January 2023
- Elavon – December 2022
- Elavon – January 2023
- Global Payments – December 2022
- Global Payments – January 2023
- Account Analysis Statements - 12.31.22 - 1.31.23

CITY OF DRIPPING SPRINGS
 DEBT SERVICE FUND 2013
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***7895**

Previous Balance		99,040.08
Deposits/Credits	1	229.11 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		105.62 +
Current Statement Balance		99,374.81
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/19/22	CREDIT MEMO	229.11
12/30/22	INT PMT SYS-GEN	105.62

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	99,040.08	12/19/22	99,269.19	12/30/22	99,374.81

CITY OF DRIPPING SPRINGS
 DEBT SERVICE ACCOUNT 2005
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2228**

Previous Balance		822,368.69
Deposits/Credits	1	1,830.60 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		876.98 +
Current Statement Balance		825,076.27
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/19/22	CREDIT MEMO	1,830.60
12/30/22	INT PMT SYS-GEN	876.98

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	822,368.69	12/19/22	824,199.29	12/30/22	825,076.27

CITY OF DRIPPING SPRINGS
 DEBT SERVICE 2019
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***0494**

Previous Balance		986,533.52
Deposits/Credits	1	2,199.53 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		1,052.12 +
Current Statement Balance		989,785.17
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/20/22	CREDIT MEMO	2,199.53
12/30/22	INT PMT SYS-GEN	1,052.12

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	986,533.52	12/20/22	988,733.05	12/30/22	989,785.17

CITY OF DRIPPING SPRINGS
 DRIPPING SPRINGS FARMERS MARKET
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2278**

Previous Balance		61,987.89
Deposits/Credits	1	505.67 +
Checks/Debits	10	649.54 -
Service Charge		0.00 -
Interest Paid		66.16 +
Current Statement Balance		61,910.18
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/20/22	CREDIT MEMO	505.67
12/30/22	INT PMT SYS-GEN	66.16

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
5657	12/21/22	28.88	5669	12/16/22	50.00
5665*	12/13/22	50.00	5670	12/13/22	50.00
5666	12/08/22	50.00	5671	12/19/22	250.00
5667	12/05/22	50.00	5673*	12/30/22	50.00
5668	12/09/22	20.66	5675*	12/30/22	50.00

Check Number	Date	Amount	Check Number	Date	Amount
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Checks Paid Continued...

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	61,987.89	12/05/22	61,937.89	12/08/22	61,887.89
12/09/22	61,867.23	12/13/22	61,767.23	12/16/22	61,717.23
12/19/22	61,467.23	12/20/22	61,972.90	12/21/22	61,944.02
12/30/22	61,910.18				

CITY OF DRIPPING SPRINGS
 D.S. RANCH PARK OPERATING FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***4612**

Previous Balance		270,226.90
Deposits/Credits	3	2,721.79 +
Checks/Debits	33	86,311.82 -
Service Charge		0.00 -
Interest Paid		237.67 +
Current Statement Balance		186,874.54
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/19/22	CREDIT MEMO	701.79
12/20/22	MELIO NEW LIFE CCD CITY OF DRIPPING SPRIN	1,125.00
12/27/22	CUST DEPOSIT	895.00
12/30/22	INT PMT SYS-GEN	237.67

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
8587	12/16/22	1,500.00	8630	12/09/22	41.32
8622*	12/01/22	13,635.20	8631	12/13/22	1,491.50
8623	12/05/22	17,388.50	8632	12/14/22	219.20
8624	12/08/22	1,914.00	8633	12/15/22	188.06
8625	12/28/22	1,290.00	8634	12/19/22	360.00
8626	12/09/22	146.63	8635	12/19/22	500.00
8627	12/07/22	5,741.69	8637*	12/21/22	2,436.35
8628	12/09/22	1,619.00	8638	12/21/22	275.25
8629	12/16/22	206.97	8639	12/21/22	783.40

Check Number	Date	Amount	Check Number	Date	Amount
Checks Paid Continued...					
8640	12/21/22	588.01	8649	12/27/22	3,805.15
8641	12/21/22	5,693.00	8650	12/27/22	2,889.00
8643*	12/19/22	1,200.00	8651	12/28/22	2,134.50
8644	12/29/22	688.60	8652	12/28/22	5,857.24
8645	12/23/22	1,485.48	8653	12/28/22	688.60
8646	12/22/22	1,491.50	8654	12/29/22	750.00
8647	12/20/22	2,977.66	8656*	12/30/22	500.00
8648	12/27/22	5,826.01			

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	270,226.90	12/01/22	256,591.70	12/05/22	239,203.20
12/07/22	233,461.51	12/08/22	231,547.51	12/09/22	229,740.56
12/13/22	228,249.06	12/14/22	228,029.86	12/15/22	227,841.80
12/16/22	226,134.83	12/19/22	224,776.62	12/20/22	222,923.96
12/21/22	213,147.95	12/22/22	211,656.45	12/23/22	210,170.97
12/27/22	198,545.81	12/28/22	188,575.47	12/29/22	187,136.87
12/30/22	186,874.54				

CITY OF DRIPPING SPRINGS
 OPERATING ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2095**

Previous Balance		9,655,419.10
Deposits/Credits	53	1,210,602.71 +
Checks/Debits	148	1,328,567.85 -
Service Charge		0.00 -
Interest Paid		10,064.42 +
Current Statement Balance		9,547,518.38
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/01/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	3,159.00
12/01/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	815.76
12/01/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	1,043.00
12/02/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	4,643.65
12/02/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	413.00
12/05/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	7,070.34
12/05/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	510.00
12/05/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	355.00
12/05/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	103.00
12/06/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	8,836.98
12/06/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	28.00
12/07/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	8,034.30
12/07/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	959.00
12/08/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	231.75
12/08/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	1,548.00
12/09/22	CPA STATE FISCAL INV-PAYMT CTX CITY OF DRIPPING	363,230.68
12/09/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	578.86
12/09/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	55.00
12/09/22	TRANSFER FROM DDA 4359 - RF#104536011877 120922	154,967.20
12/09/22	TRANSFER FROM DDA 9002 - RF#104656011882 120922	39,032.80
12/12/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	4,714.21
12/12/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	200.00
12/12/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	322.00
12/12/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	50.00
12/12/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	8,722.85
12/13/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	25.00
12/14/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	1,199.00

Posted	Description	Amount
12/14/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	39,417.02
12/15/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	12,370.09
12/15/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	301.00
12/16/22	CPA STATE FISCAL INV-PAYMT CTX CITY OF DRIPPING	7,384.90
12/16/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	50,249.47
12/19/22	CREDIT MEMO	5,715.96
12/19/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	618.00
12/19/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	563.00
12/19/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	316.00
12/19/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	5,543.10
12/20/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	55.00
12/21/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	1,318.40
12/21/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	1,438.00
12/22/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	309.00
12/22/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	1,058.00
12/23/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	1,919.87
12/23/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	485.00
12/27/22	CUST DEPOSIT	33,941.57
12/27/22	CUST DEPOSIT	434,564.30
12/27/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	50.00
12/27/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	463.50
12/28/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	247.20
12/28/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	175.00
12/29/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	787.95
12/29/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	441.00
12/30/22	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	22.00
12/30/22	INT PMT SYS-GEN	10,064.42

Electronic Transactions

Posted	Description	Amount
12/02/22	IRS USATAXPYM CCD CITY OF DRIPPING SPRIN	26,219.93-
12/02/22	CITY OF DRIPPING PAYROLL PPD CITY OF DRIPPING	85,041.15-
12/02/22	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	1,723.40-
12/02/22	CITY OF DRIPPING ACH PPD CITY OF DRIPPING	5,656.76-
12/02/22	GLOBAL PAYMENTS GLOBAL ST CCD CITY OF DRIPPING SPRIN	551.60-
12/13/22	TRANSFER FROM DDA 2095 - RF#085059004268 121322	7,580.00-
12/14/22	TMRS PAYROLL CCD DRIPPING SPRINGS	27,699.45-
12/16/22	IRS USATAXPYM CCD CITY OF DRIPPING SPRIN	27,282.69-
12/16/22	CITY OF DRIPPING PAYROLL PPD CITY OF DRIPPING	87,935.10-
12/16/22	IRS USATAXPYM CCD CITY OF DRIPPING SPRIN	3,329.13-
12/19/22	CITY OF DRIPPING PAYROLL PPD CITY OF DRIPPING	88.98-
12/21/22	OUTGOING WIRE 430690 ERG BELTE RRA LTD. FROST BANK	6,481.57-
12/21/22	OUTGOING WIRE 430691 HAYS COUN TY WCID NO 1 CADENCE BANK	10,802.62-
12/21/22	TRANSFER FROM DDA 2095 - RF#095616005812 122122	72,646.14-
12/29/22	IRS USATAXPYM CCD CITY OF DRIPPING SPRIN	24,729.75-
12/30/22	CITY OF DRIPPING PAYROLL PPD CITY OF DRIPPING	85,012.68-

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
21065	12/22/22	682.14	22600	12/08/22	3,500.00
21066	12/21/22	431.75	22601	12/06/22	425.00
21067	12/23/22	86.35	22602	12/08/22	83.00
21068	12/19/22	247.58	22603	12/28/22	1,240.00
21069	12/29/22	346.13	22604	12/15/22	135.00
21070	12/19/22	172.70	22605	12/20/22	60.00
21071	12/21/22	172.70	22606	12/07/22	675.00
21072	12/20/22	518.10	22607	12/05/22	425.00
21073	12/20/22	341.07	22608	12/08/22	4,962.50
21075*	12/23/22	86.35	22609	12/07/22	119.17
21076	12/29/22	86.35	22610	12/07/22	1,125.00
21077	12/19/22	1,651.21	22611	12/07/22	3,312.50
21078	12/19/22	1,151.21	22612	12/06/22	20,161.33
21080*	12/27/22	86.35	22613	12/07/22	6,570.07
21082*	12/23/22	172.70	22614	12/13/22	200.00
21084*	12/27/22	259.05	22615	12/06/22	32,882.50
21085	12/23/22	571.92	22616	12/13/22	175.00
21086	12/16/22	345.40	22617	12/09/22	37,977.02
21087	12/21/22	126.93	22618	12/07/22	468.75
21090*	12/16/22	86.35	22619	12/20/22	5,000.00
21091	12/20/22	259.05	22620	12/07/22	110.00
21092	12/23/22	72.70	22621	12/07/22	6.99
21093	12/20/22	86.35	22622	12/07/22	424.66
21094	12/19/22	431.75	22623	12/06/22	536.70
21095	12/21/22	172.70	22624	12/09/22	390.00
21097*	12/20/22	172.70	22625	12/05/22	14,900.00
21098	12/19/22	152.70	22626	12/07/22	140.62
21099	12/19/22	172.70	22627	12/08/22	1,006.99
21100	12/20/22	86.35	22628	12/07/22	1,183.33
21102*	12/20/22	401.48	22629	12/13/22	628.26
21103	12/21/22	316.40	22630	12/05/22	472.50
21104	12/16/22	259.05	22631	12/08/22	174.46
21105	12/21/22	345.40	22632	12/08/22	620.00
21106	12/21/22	172.70	22633	12/09/22	41.32
22158*	12/06/22	200,314.00	22634	12/05/22	55.35
22379*	12/07/22	265.00	22635	12/06/22	472.50
22521*	12/01/22	50.00	22636	12/14/22	37.99
22573*	12/02/22	81.98	22637	12/08/22	40.00
22586*	12/01/22	435.00	22638	12/05/22	720.00
22587	12/05/22	64,541.32	22639	12/13/22	1,500.00
22588	12/05/22	40.00	22640	12/05/22	114.75
22589	12/05/22	135,487.50	22641	12/23/22	1,315.58
22595*	12/05/22	425.00	22642	12/12/22	629.68
22596	12/06/22	425.00	22643	12/05/22	21.73
22597	12/09/22	2,037.62	22644	12/14/22	37,375.36
22598	12/07/22	1,779.50	22646*	12/15/22	962.93
22599	12/08/22	49.71	22647	12/16/22	93.05

Check Number	Date	Amount	Check Number	Date	Amount
Checks Paid Continued...					
22648	12/13/22	430.00	22669	12/27/22	141.00
22649	12/12/22	26,175.00	22670	12/19/22	1,754.05
22650	12/12/22	25,192.67	22671	12/28/22	119.19
22651	12/08/22	240.00	22673*	12/27/22	40,912.32
22652	12/13/22	14,000.00	22675*	12/29/22	3,781.25
22653	12/20/22	32.50	22676	12/30/22	89.00
22654	12/29/22	1,135.56	22677	12/28/22	59,775.00
22655	12/27/22	83.00	22678	12/27/22	205.00
22656	12/21/22	3,702.39	22679	12/22/22	126.75
22657	12/21/22	4,162.16	22681*	12/27/22	1,065.50
22658	12/20/22	175.00	22682	12/29/22	259.67
22659	12/27/22	813.00	22684*	12/28/22	648.22
22660	12/20/22	2,828.91	22685	12/23/22	38.71
22663*	12/20/22	140.62	22689*	12/23/22	81.42
22664	12/21/22	60.00	22690	12/28/22	110.56
22665	12/19/22	532.10	22692*	12/30/22	107.95
22666	12/19/22	120.00	22695*	12/27/22	12,813.73
22667	12/20/22	28,609.42	22697*	12/28/22	391.00
22668	12/19/22	18,548.62	22698	12/28/22	6,258.04

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	9,655,419.10	12/01/22	9,659,951.86	12/02/22	9,545,733.69
12/05/22	9,336,568.88	12/06/22	9,090,216.83	12/07/22	9,083,029.54
12/08/22	9,074,132.63	12/09/22	9,591,551.21	12/12/22	9,553,562.92
12/13/22	9,529,074.66	12/14/22	9,504,577.88	12/15/22	9,516,151.04
12/16/22	9,454,454.64	12/19/22	9,442,187.10	12/20/22	9,403,530.55
12/21/22	9,306,693.49	12/22/22	9,307,251.60	12/23/22	9,307,230.74
12/27/22	9,719,871.16	12/28/22	9,651,751.35	12/29/22	9,622,641.59
12/30/22	9,547,518.38				

CITY OF DRIPPING SPRINGS
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***9456**

Previous Balance		1,914,315.00	
Deposits/Credits	1	13,469.72	+
Checks/Debits	0	0.00	-
Service Charge		0.00	-
Interest Paid		2,051.06	+
<hr/>		Current Statement Balance	1,929,835.78
Days in Statement Period:			

Deposits

Posted	Description	Amount
12/20/22	CREDIT MEMO	13,469.72
12/30/22	INT PMT SYS-GEN	2,051.06

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	1,914,315.00	12/20/22	1,927,784.72	12/30/22	1,929,835.78

CITY OF DRIPPING SPRINGS
 HOTEL OCCUPANCY - TAX ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - *** 4623**

Previous Balance		687,051.68
Deposits/Credits	2	5,032.83 +
Checks/Debits	3	74,091.47 -
Service Charge		0.00 -
Interest Paid		660.00 +
Current Statement Balance		618,653.04
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/20/22	CREDIT MEMO	4,152.06
12/27/22	CUST DEPOSIT	880.77
12/30/22	INT PMT SYS-GEN	660.00

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
12	12/07/22	3,962.50	14	12/08/22	250.00
13	12/02/22	69,878.97			

Check Number	Date	Amount	Check Number	Date	Amount
Checks Paid Continued...					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	687,051.68	12/02/22	617,172.71	12/07/22	613,210.21
12/08/22	612,960.21	12/20/22	617,112.27	12/27/22	617,993.04
12/30/22	618,653.04				

CITY OF DRIPPING SPRINGS
 IMPACT FEE FUND ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2129**

Previous Balance		4,318,111.31
Deposits/Credits	2	17,161.21 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		4,609.77 +
Current Statement Balance		4,339,882.29
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/13/22	TRANSFER FROM DDA 2095 - RF#085059004268 121322	7,580.00
12/19/22	CREDIT MEMO	9,581.21
12/30/22	INT PMT SYS-GEN	4,609.77

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	4,318,111.31	12/13/22	4,325,691.31	12/19/22	4,335,272.52
12/30/22	4,339,882.29				

CITY OF DRIPPING SPRINGS
 PEG FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***6021**

Previous Balance		183,650.44
Deposits/Credits	1	376.13 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		195.82 +
Current Statement Balance		184,222.39
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/19/22	CREDIT MEMO	376.13
12/30/22	INT PMT SYS-GEN	195.82

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	183,650.44	12/19/22	184,026.57	12/30/22	184,222.39

CITY OF DRIPPING SPRINGS
 RESERVE FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2145**

Previous Balance		1,846,155.18
Deposits/Credits	1	3,903.66 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		1,968.55 +
Current Statement Balance		1,852,027.39
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/19/22	CREDIT MEMO	3,903.66
12/30/22	INT PMT SYS-GEN	1,968.55

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	1,846,155.18	12/19/22	1,850,058.84	12/30/22	1,852,027.39

CITY OF DRIPPING SPRINGS
 TIRZ 1
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***4359**

Previous Balance		1,105,804.77
Deposits/Credits	1	2,301.32 +
Checks/Debits	8	285,505.07 -
Service Charge		0.00 -
Interest Paid		971.26 +
Current Statement Balance		823,572.28
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/19/22	CREDIT MEMO	2,301.32
12/30/22	INT PMT SYS-GEN	971.26

Electronic Transactions

Posted	Description	Amount
12/09/22	TRANSFER FROM DDA 4359 - RF#104536011877 120922	154,967.20-

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
1330	12/05/22	1,974.56	1335*	12/21/22	5,102.91
1331	12/05/22	3,787.50	1336	12/22/22	1,576.88
1332	12/07/22	19,672.27	1337	12/28/22	6,661.25
1333	12/13/22	91,762.50			

Check Number	Date	Amount	Check Number	Date	Amount
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Checks Paid Continued...

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	1,105,804.77	12/05/22	1,100,042.71	12/07/22	1,080,370.44
12/09/22	925,403.24	12/13/22	833,640.74	12/19/22	835,942.06
12/21/22	830,839.15	12/22/22	829,262.27	12/28/22	822,601.02
12/30/22	823,572.28				

CITY OF DRIPPING SPRINGS
 TIRZ 2
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***9002**

Previous Balance		650,858.30
Deposits/Credits	1	1,344.00 +
Checks/Debits	5	73,248.83 -
Service Charge		0.00 -
Interest Paid		1,296.15 +
Current Statement Balance		580,249.62
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/20/22	CREDIT MEMO	1,344.00
12/30/22	INT PMT SYS-GEN	1,296.15

Electronic Transactions

Posted	Description	Amount
12/09/22	TRANSFER FROM DDA 9002 - RF#104656011882 120922	39,032.80-

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
106	12/05/22	1,311.65	109*	12/21/22	740.00
107	12/13/22	30,587.50	110	12/22/22	1,576.88

Check Number	Date	Amount	Check Number	Date	Amount
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Checks Paid Continued...

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	650,858.30	12/05/22	649,546.65	12/09/22	610,513.85
12/13/22	579,926.35	12/20/22	581,270.35	12/21/22	580,530.35
12/22/22	578,953.47	12/30/22	580,249.62		

CITY OF DRIPPING SPRINGS
 TWDB FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***4828**

Previous Balance		1,039.12
Deposits/Credits	1	25.51 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		1.13 +
Current Statement Balance		1,065.76
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/20/22	CREDIT MEMO	25.51
12/30/22	INT PMT SYS-GEN	1.13

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	1,039.12	12/20/22	1,064.63	12/30/22	1,065.76

CITY OF DRIPPING SPRINGS
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***9972**

Previous Balance		5,597,103.33
Deposits/Credits	3	262,989.24 +
Checks/Debits	47	229,603.19 -
Service Charge		0.00 -
Interest Paid		5,901.58 +
Current Statement Balance		5,636,390.96
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/20/22	INCOMING WIRE 62302102 BOKF N/ A - OVERSIGHT CONTROL GROUP 1 03900036 BK OF OKLA	187,549.21
12/20/22	CREDIT MEMO	2,793.89
12/21/22	TRANSFER FROM DDA 2095 - RF#095616005812 122122	72,646.14
12/30/22	INT PMT SYS-GEN	5,901.58

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
4369	12/14/22	115.63	4407	12/05/22	900.00
4389*	12/14/22	16.60	4408	12/07/22	166.88
4400*	12/12/22	10,933.54	4409	12/07/22	409.13
4402*	12/07/22	20,108.92	4410	12/06/22	636.00
4403	12/05/22	5,860.29	4411	12/13/22	1,680.75
4404	12/05/22	2,370.00	4412	12/07/22	1,948.51
4405	12/05/22	21,977.53	4413	12/15/22	22,575.13
4406	12/06/22	22,671.00	4414	12/06/22	4,581.00

Check Number	Date	Amount	Check Number	Date	Amount
Checks Paid Continued...					
4415	12/06/22	1,578.00	4431	12/12/22	2,223.74
4416	12/07/22	6,590.07	4432	12/14/22	398.87
4417	12/07/22	6,529.23	4433	12/19/22	5.15
4418	12/15/22	361.89	4434	12/22/22	12,264.00
4419	12/08/22	1,877.76	4435	12/20/22	1,578.00
4420	12/07/22	6,097.47	4439*	12/20/22	10,103.93
4421	12/20/22	652.95	4440	12/20/22	2,561.51
4422	12/06/22	24,530.49	4443*	12/27/22	4,105.51
4423	12/06/22	6,326.19	4444	12/27/22	927.47
4424	12/08/22	927.47	4445	12/29/22	64.42
4425	12/13/22	208.11	4446	12/28/22	789.00
4426	12/19/22	47.00	4447	12/28/22	6,649.38
4427	12/21/22	319.95	4449*	12/28/22	361.89
4428	12/14/22	43.54	4451*	12/29/22	9,041.30
4429	12/09/22	5,132.22	4452	12/28/22	345.50
4430	12/14/22	10.27			

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	5,597,103.33	12/05/22	5,565,995.51	12/06/22	5,505,672.83
12/07/22	5,463,822.62	12/08/22	5,461,017.39	12/09/22	5,455,885.17
12/12/22	5,442,727.89	12/13/22	5,440,839.03	12/14/22	5,440,254.12
12/15/22	5,417,317.10	12/19/22	5,417,264.95	12/20/22	5,592,711.66
12/21/22	5,665,037.85	12/22/22	5,652,773.85	12/27/22	5,647,740.87
12/28/22	5,639,595.10	12/29/22	5,630,489.38	12/30/22	5,636,390.96

CITY OF DRIPPING SPRINGS
 WASTEWATER UTILITY ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2244**

Previous Balance		753,144.53
Deposits/Credits	2	2,178.08 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		803.09 +
Current Statement Balance		756,125.70
Days in Statement Period:		

Deposits

Posted	Description	Amount
12/19/22	CREDIT MEMO	1,486.07
12/27/22	CUST DEPOSIT	692.01
12/30/22	INT PMT SYS-GEN	803.09

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11/30/22	753,144.53	12/19/22	754,630.60	12/27/22	755,322.61
12/30/22	756,125.70				

CITY OF DRIPPING SPRINGS
 DEBT SERVICE FUND 2013
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***7895**

Previous Balance		99,374.81	
Deposits/Credits	0	0.00	+
Checks/Debits	0	0.00	-
Service Charge		0.00	-
Interest Paid		105.75	+
<hr/>			
Current Statement Balance		99,480.56	
Days in Statement Period:			

Deposits

Posted	Description	Amount
01/31/23	INT PMT SYS-GEN	105.75

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	99,374.81	01/31/23	99,480.56		

CITY OF DRIPPING SPRINGS
 DEBT SERVICE ACCOUNT 2005
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2228**

Previous Balance		825,076.27	
Deposits/Credits	0	0.00	+
Checks/Debits	0	0.00	-
Service Charge		0.00	-
Interest Paid		878.04	+
<hr/>			
Current Statement Balance		825,954.31	
Days in Statement Period:			

Deposits

Posted	Description	Amount
01/31/23	INT PMT SYS-GEN	878.04

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance
12/31/22	825,076.27	01/31/23	825,954.31

CITY OF DRIPPING SPRINGS
 DEBT SERVICE 2019
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***0494**

Previous Balance		989,785.17
Deposits/Credits	0	0.00 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		1,053.32 +
Current Statement Balance		990,838.49
Days in Statement Period:		

Deposits

Posted	Description	Amount
01/31/23	INT PMT SYS-GEN	1,053.32

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	989,785.17	01/31/23	990,838.49		

CITY OF DRIPPING SPRINGS
 DRIPPING SPRINGS FARMERS MARKET
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2278**

Previous Balance		61,910.18
Deposits/Credits	2	140.00 +
Checks/Debits	9	530.66 -
Service Charge		0.00 -
Interest Paid		65.69 +
Current Statement Balance		61,585.21
Days in Statement Period:		

Deposits

Posted	Description	Amount
01/06/23	CUST DEPOSIT	110.00
01/19/23	CUST DEPOSIT	30.00
01/31/23	INT PMT SYS-GEN	65.69

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
5672	01/03/23	50.00	5680	01/30/23	30.00
5676*	01/09/23	200.00	5681	01/24/23	50.00
5677	01/19/23	50.00	5682	01/25/23	50.00
5678	01/12/23	20.66	5683	01/27/23	30.00
5679	01/18/23	50.00			

Check Number	Date	Amount	Check Number	Date	Amount
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Checks Paid Continued...

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	61,910.18	01/03/23	61,860.18	01/06/23	61,970.18
01/09/23	61,770.18	01/12/23	61,749.52	01/18/23	61,699.52
01/19/23	61,679.52	01/24/23	61,629.52	01/25/23	61,579.52
01/27/23	61,549.52	01/30/23	61,519.52	01/31/23	61,585.21

CITY OF DRIPPING SPRINGS
 D.S. RANCH PARK OPERATING FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***4612**

Previous Balance		186,874.54
Deposits/Credits	5	56,732.25 +
Checks/Debits	20	16,109.10 -
Service Charge		0.00 -
Interest Paid		210.68 +
Current Statement Balance		227,708.37
Days in Statement Period:		

Deposits

Posted	Description	Amount
01/06/23	CUST DEPOSIT	3,060.00
01/19/23	CUST DEPOSIT	12,006.50
01/19/23	CUST DEPOSIT	18,426.75
01/30/23	CUST DEPOSIT	23,179.00
01/30/23	DEP CORRECTION	60.00
01/31/23	INT PMT SYS-GEN	210.68

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
8636	01/10/23	500.00	8662	01/18/23	159.50
8642*	01/10/23	40.00	8663	01/23/23	450.62
8655*	01/03/23	269.56	8664	01/18/23	1,387.00
8657*	01/06/23	359.88	8665	01/18/23	21.95
8659*	01/18/23	702.51	8666	01/18/23	1,983.42
8660	01/17/23	360.00	8667	01/20/23	41.32
8661	01/19/23	80.00	8668	01/23/23	3,140.12



Sunflower Bank
First National 1870



Guardian
Mortgage

3025 Cortland Circle | Salina, KS 67401
888-827-5564

ACCOUNT NUMBER: *****
STATEMENT DATE: 01/31/23
PAGE 2 OF 5

Item # 10.

Check Number	Date	Amount	Check Number	Date	Amount
Checks Paid Continued...					
8669	01/24/23	300.00	8672	01/26/23	523.46
8670	01/26/23	196.68	8673	01/30/23	216.08
8671	01/24/23	5,222.00	8674	01/26/23	155.00

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	186,874.54	01/03/23	186,604.98	01/06/23	189,305.10
01/10/23	188,765.10	01/17/23	188,405.10	01/18/23	184,150.72
01/19/23	214,503.97	01/20/23	214,462.65	01/23/23	210,871.91
01/24/23	205,349.91	01/26/23	204,474.77	01/30/23	227,497.69
01/31/23	227,708.37				

CITY OF DRIPPING SPRINGS
 OPERATING ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2095**

Previous Balance		9,547,518.38
Deposits/Credits	57	2,379,695.85 +
Checks/Debits	91	919,460.00 -
Service Charge		0.00 -
Interest Paid		10,441.17 +
Current Statement Balance		11,018,195.40
Days in Statement Period:		

Deposits

Posted	Description	Amount
01/03/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	285.00
01/03/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	100.00
01/04/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	242.00
01/04/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	30,512.41
01/05/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	11,252.75
01/05/23	GLOBAL PAYMENTS GLOBAL AD CCD CITY OF DRIPPING SPRIN	25.00
01/05/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	285.00
01/06/23	CUST DEPOSIT	8,177.50
01/06/23	CUST DEPOSIT	48,279.66
01/06/23	HEAVEN HILL ACH PYMNT PPD CITY OF DRIPPING SPRIN	750.00
01/06/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	313.00
01/06/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	75,087.85
01/09/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	10,401.97
01/09/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	2,498.00
01/09/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	784.00
01/09/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	1,080.00
01/10/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	690.00
01/10/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	45,453.09
01/11/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	10,842.20
01/11/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	2,026.00
01/11/23	12/7 ADJUSTMENT CHECK 886141683 910721714 DUPLICATE	265.00
01/12/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	1,052.00
01/13/23	CPA STATE FISCAL INV-PAYMT CTX CITY OF DRIPPING	371,265.22
01/13/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	1,254.00
01/13/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	70,050.98
01/17/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	7,990.74
01/17/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	705.00

Posted	Description	Amount
01/17/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	1,435.00
01/17/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	975.00
01/17/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	473.80
01/18/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	8,378.59
01/18/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	935.00
01/19/23	CUST DEPOSIT	111,069.65
01/19/23	CUST DEPOSIT	40,321.90
01/19/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	11,395.10
01/19/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	2,881.00
01/20/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	1,586.20
01/20/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	492.00
01/23/23	CPA STATE FISCAL INV-PAYMT CTX CITY OF DRIPPING	6,387.41
01/23/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	10,418.09
01/23/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	415.00
01/23/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	567.00
01/23/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	125.00
01/24/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	28.00
01/24/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	24,530.32
01/25/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	432.60
01/25/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	2,524.00
01/26/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	4,971.00
01/26/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	33,631.66
01/27/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	19,877.25
01/27/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	923.00
01/30/23	CUST DEPOSIT	1,358,175.06
01/30/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	286.00
01/30/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	225.00
01/30/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	5,200.26
01/30/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	29,162.59
01/31/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	205.00
01/31/23	INT PMT SYS-GEN	10,441.17

Electronic Transactions

Posted	Description	Amount
01/03/23	GLOBAL PAYMENTS GLOBAL ST CCD CITY OF DRIPPING SPRIN	333.44-
01/03/23	MERCHANT SERVICE RMBCS CCD CITY OF DRIPPING SPRIN	3,956.04-
01/05/23	CITY OF DRIPPING ACH PPD CITY OF DRIPPING	6,555.57-
01/06/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	25.00-
01/09/23	TMRS PAYROLL CCD DRIPPING SPRINGS	42,646.15-
01/10/23	TXWORKFORCECOMM DEBIT CCD TWC-998818494	29.38-
01/12/23	IRS USATAXPYM CCD CITY OF DRIPPING SPRIN	26,381.98-
01/13/23	CITY OF DRIPPING PAYROLL PPD CITY OF DRIPPING	83,685.88-
01/24/23	M & J DIVERSIFIE SALE CCD CITY OF DRIPPING SPRIN	12,492.00-
01/26/23	IRS USATAXPYM CCD CITY OF DRIPPING SPRIN	27,764.11-
01/27/23	CITY OF DRIPPING PAYROLL PPD CITY OF DRIPPING	83,129.17-
01/27/23	CITY OF DRIPPING PAYROLL PPD CITY OF DRIPPING	3,516.01-
01/30/23	GLOBAL PAYMENTS GLOBAL DE CCD CITY OF DRIPPING SPRIN	100.00-
01/30/23	DEP CORRECTION	2.00-

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
21079	01/03/23	304.53	22720	01/19/23	517.70
21083*	01/04/23	86.35	22721	01/11/23	32,999.45
21088*	01/03/23	86.35	22722	01/12/23	41.32
21096*	01/10/23	431.75	22723	01/17/23	1,271.00
21101*	01/11/23	259.05	22724	01/24/23	1,050.00
21107*	01/18/23	86.35	22725	01/11/23	130.00
22468*	01/11/23	152.79	22726	01/17/23	36.53
22661*	01/09/23	10,240.61	22727	01/19/23	430.00
22662	01/05/23	434.84	22728	01/23/23	83.00
22672*	01/05/23	1,135.56	22729	01/18/23	175.00
22680*	01/24/23	154,248.13	22730	01/18/23	2,499.03
22683*	01/05/23	7,415.43	22731	01/19/23	137.16
22686*	01/18/23	158.72	22732	01/18/23	335.74
22688*	01/03/23	62.54	22733	01/23/23	13,702.93
22691*	01/03/23	1,643.50	22736*	01/24/23	16,194.50
22693*	01/04/23	7,500.00	22737	01/24/23	929.34
22694	01/03/23	1,800.00	22738	01/23/23	76.50
22696*	01/03/23	1,145.52	22739	01/24/23	140.62
22699*	01/03/23	121.00	22740	01/24/23	60.00
22700	01/03/23	1,401.74	22741	01/27/23	107.95
22701	01/06/23	334.30	22742	01/27/23	119.19
22702	01/12/23	2,037.62	22743	01/26/23	145.00
22703	01/09/23	900.00	22744	01/24/23	6,702.33
22704	01/10/23	3,017.54	22745	01/24/23	20.97
22705	01/17/23	261,107.46	22746	01/24/23	1,710.82
22706	01/20/23	1,345.00	22747	01/26/23	10,966.25
22707	01/06/23	1,917.37	22748	01/30/23	1,362.62
22708	01/11/23	14,516.45	22749	01/26/23	145.00
22709	01/23/23	8,404.81	22751*	01/30/23	98.99
22710	01/18/23	135.00	22752	01/26/23	558.50
22711	01/12/23	12,855.00	22753	01/27/23	1,595.00
22712	01/11/23	435.00	22754	01/31/23	9,377.83
22713	01/18/23	1,347.50	22756*	01/30/23	187.85
22714	01/11/23	2,984.57	22757	01/23/23	50.44
22715	01/10/23	460.57	22758	01/25/23	110.56
22716	01/24/23	29.18	22759	01/25/23	21,905.75
22717	01/11/23	60.00	22761*	01/31/23	50.00
22718	01/11/23	79.70	22766*	01/27/23	603.24
22719	01/10/23	1,533.33			

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	9,547,518.38	01/03/23	9,537,048.72	01/04/23	9,560,216.78
01/05/23	9,556,238.13	01/06/23	9,686,569.47	01/09/23	9,647,546.68
01/10/23	9,688,217.20	01/11/23	9,649,733.39	01/12/23	9,609,469.47
01/13/23	9,968,353.79	01/17/23	9,717,518.34	01/18/23	9,722,094.59
01/19/23	9,886,677.38	01/20/23	9,887,410.58	01/23/23	9,883,005.40
01/24/23	9,713,985.83	01/25/23	9,694,926.12	01/26/23	9,693,949.92
01/27/23	9,625,679.61	01/30/23	11,016,977.06	01/31/23	11,018,195.40

CITY OF DRIPPING SPRINGS
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***9456**

Previous Balance		1,929,835.78	
Deposits/Credits	0	0.00	+
Checks/Debits	0	0.00	-
Service Charge		0.00	-
Interest Paid		2,053.71	+
<hr/>			
Current Statement Balance		1,931,889.49	
Days in Statement Period:			

Deposits

Posted	Description	Amount
01/31/23	INT PMT SYS-GEN	2,053.71

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	1,929,835.78	01/31/23	1,931,889.49		

CITY OF DRIPPING SPRINGS
 HOTEL OCCUPANCY - TAX ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***4623**

Previous Balance		618,653.04
Deposits/Credits	5	168,516.59 +
Checks/Debits	2	126,198.00 -
Service Charge		0.00 -
Interest Paid		665.23 +
Current Statement Balance		661,636.86
Days in Statement Period:		

Deposits

Posted	Description	Amount
01/06/23	CUST DEPOSIT	26,841.97
01/06/23	CUST DEPOSIT	3,487.01
01/19/23	CUST DEPOSIT	28,460.16
01/30/23	CUST DEPOSIT	12,636.18
01/30/23	CUST DEPOSIT	97,091.27
01/31/23	INT PMT SYS-GEN	665.23

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
15	01/17/23	71,198.00	16	01/30/23	55,000.00

Check Number	Date	Amount	Check Number	Date	Amount
Checks Paid Continued...					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	618,653.04	01/06/23	648,982.02	01/17/23	577,784.02
01/19/23	606,244.18	01/30/23	660,971.63	01/31/23	661,636.86

CITY OF DRIPPING SPRINGS
 IMPACT FEE FUND ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2129**

Previous Balance		4,339,882.29
Deposits/Credits	1	15,160.00 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		4,625.22 +
Current Statement Balance		4,359,667.51
Days in Statement Period:		

Deposits

Posted	Description	Amount
01/19/23	CUST DEPOSIT	15,160.00
01/31/23	INT PMT SYS-GEN	4,625.22

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	4,339,882.29	01/19/23	4,355,042.29	01/31/23	4,359,667.51

CITY OF DRIPPING SPRINGS
 PEG FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***6021**

Previous Balance		184,222.39
Deposits/Credits	0	0.00 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		196.05 +
Current Statement Balance		184,418.44
Days in Statement Period:		

Deposits

Posted	Description	Amount
01/31/23	INT PMT SYS-GEN	196.05

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	184,222.39	01/31/23	184,418.44		

CITY OF DRIPPING SPRINGS
 RESERVE FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2145**

Previous Balance		1,852,027.39	
Deposits/Credits	0	0.00	+
Checks/Debits	0	0.00	-
Service Charge		0.00	-
Interest Paid		1,970.91	+
<hr/>			
Current Statement Balance		1,853,998.30	
Days in Statement Period:			

Deposits

Posted	Description	Amount
01/31/23	INT PMT SYS-GEN	1,970.91

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	1,852,027.39	01/31/23	1,853,998.30		

CITY OF DRIPPING SPRINGS
 TIRZ 1
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - *** 4359**

Previous Balance		823,572.28	
Deposits/Credits	0	0.00	+
Checks/Debits	2	38,813.00	-
Service Charge		0.00	-
Interest Paid		841.09	+
<hr/>			
Current Statement Balance		785,600.37	
Days in Statement Period:			

Deposits

Posted	Description	Amount
01/31/23	INT PMT SYS-GEN	841.09

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
1334	01/05/23	37,844.25	1338*	01/24/23	968.75

Check Number	Date	Amount	Check Number	Date	Amount
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Checks Paid Continued...

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	823,572.28	01/05/23	785,728.03	01/24/23	784,759.28
01/31/23	785,600.37				

CITY OF DRIPPING SPRINGS
 TIRZ 2
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***9002**

Previous Balance		580,249.62	
Deposits/Credits	0	0.00	+
Checks/Debits	2	13,583.50	-
Service Charge		0.00	-
Interest Paid		605.54	+
<hr/>			
Current Statement Balance		567,271.66	
Days in Statement Period:			

Deposits

Posted	Description	Amount
01/31/23	INT PMT SYS-GEN	605.54

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
108	01/05/23	12,614.75	111*	01/24/23	968.75

Check Number	Date	Amount	Check Number	Date	Amount
--------------	------	--------	--------------	------	--------

Checks Paid Continued...

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	580,249.62	01/05/23	567,634.87	01/24/23	566,666.12
01/31/23	567,271.66				

CITY OF DRIPPING SPRINGS
 TWDB FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - *** 4828**

Previous Balance		1,065.76
Deposits/Credits	0	0.00 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		1.13 +
Current Statement Balance		1,066.89
Days in Statement Period:		

Deposits

Posted	Description	Amount
01/31/23	INT PMT SYS-GEN	1.13

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance
12/31/22	1,065.76	01/31/23	1,066.89

CITY OF DRIPPING SPRINGS
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***9972**

Previous Balance		5,636,390.96
Deposits/Credits	0	0.00 +
Checks/Debits	38	661,933.67 -
Service Charge		0.00 -
Interest Paid		5,655.96 +
Current Statement Balance		4,980,113.25
Days in Statement Period:		

Deposits

Posted	Description	Amount
01/31/23	INT PMT SYS-GEN	5,655.96

Electronic Transactions

Posted	Description	Amount
01/13/23	OUTGOING WIRE 435197 WFC HEADW ATERS OWNER VII, L.P. FIRST RE PUBLIC BANK	187,549.21-

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
4436	01/05/23	135.33	4459	01/10/23	370.99
4437	01/03/23	62.00	4460	01/09/23	546.41
4438	01/03/23	75.63	4461	01/13/23	149.13
4448*	01/09/23	62.00	4462	01/12/23	2,367.00
4450*	01/11/23	259.14	4463	01/12/23	7,546.80
4453*	01/03/23	550.69	4464	01/11/23	1,986.14
4454	01/06/23	89.90	4465	01/10/23	14,321.97
4455	01/09/23	16,680.72	4466	01/23/23	72,570.63
4456	01/10/23	39,189.60	4468*	01/13/23	73.98
4457	01/17/23	2,023.25	4469	01/17/23	5,089.78
4458	01/17/23	2,706.32	4470	01/10/23	1,900.00

Check Number	Date	Amount	Check Number	Date	Amount
Checks Paid Continued...					
4471	01/10/23	2,543.11	4479	01/24/23	915.64
4472	01/18/23	1,495.28	4480	01/26/23	26.41
4473	01/17/23	6.08	4481	01/26/23	1,100.00
4474	01/18/23	6,057.08	4482	01/30/23	21.70
4475	01/18/23	361.89	4483	01/24/23	5,077.02
4476	01/18/23	3,618.40	4484	01/30/23	45,352.93
4477	01/18/23	238,333.82	4485	01/30/23	65.37
4478	01/24/23	652.32			

*Indicates a break in check sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	5,636,390.96	01/03/23	5,635,702.64	01/05/23	5,635,567.31
01/06/23	5,635,477.41	01/09/23	5,618,188.28	01/10/23	5,559,862.61
01/11/23	5,557,617.33	01/12/23	5,547,703.53	01/13/23	5,359,931.21
01/17/23	5,350,105.78	01/18/23	5,100,239.31	01/23/23	5,027,668.68
01/24/23	5,021,023.70	01/26/23	5,019,897.29	01/30/23	4,974,457.29
01/31/23	4,980,113.25				

CITY OF DRIPPING SPRINGS
 WASTEWATER UTILITY ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

IMPORTANT ACCOUNT INFORMATION

There are no important updates for your account included with this statement.

CHECKING SUMMARY - ***2244**

Previous Balance		756,125.70
Deposits/Credits	4	181,000.08 +
Checks/Debits	0	0.00 -
Service Charge		0.00 -
Interest Paid		939.54 +
Current Statement Balance		938,065.32
Days in Statement Period:		

Deposits

Posted	Description	Amount
01/06/23	CUST DEPOSIT	148,413.74
01/19/23	CUST DEPOSIT	465.12
01/30/23	CUST DEPOSIT	32,118.49
01/30/23	DEP CORRECTION	2.73
01/31/23	INT PMT SYS-GEN	939.54

Electronic Transactions

Posted	Description	Amount
---No Electronic Transactions in this statement cycle.---		

Checks Paid Electronically

Check Number	Date	Description	Amount
---No Checks Paid Electronically in this statement cycle.---			

Checks Paid

Check Number	Date	Amount	Check Number	Date	Amount
---No Checks Paid in this statement cycle.---					

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12/31/22	756,125.70	01/06/23	904,539.44	01/19/23	905,004.56
01/30/23	937,125.78	01/31/23	938,065.32		

Merchant Billing Statement

Item # 10.

MERCHANT SERVICES
7300 CHAPMAN HWY
KNOXVILLE, TN 37920



Cycle: CUTOFF

Statement Date: 12/31/2022
Store Number: 0000000000
Merchant Number: 0000008035036386
Chain Number: 00000
DBA Name: CITY OF DRIPPING SPRINGS

000002252 01 SP 106481633144753 S
CITY OF DRIPPING SPRINGS
ATTN GINA GILLIS
511 MERCER ST
DRIPPING SPRINGS TX 78620

Client Group: 00001
Principal Chain: 00000
Parent Chain: 00000
Parent Entity: 62518

Page 1 of 4

Your Resources For Help

For customer service, please call 800-834-7790

News For You

All transactions you submit, including credits/returns, require a valid authorization from Elavon and the card issuing bank. To comply with card brand rules, beginning in April, transactions you submit without a valid authorization obtained through Elavon may be declined or voided.

Summary

	<u>Number of Items</u>	<u>Dollar Amounts</u>	<u>Fee/Charges Category</u>	<u>Fee Summary</u>
Sales	76	156,179.54	Credit Card Processing Charges	2,931.48
Returns	0	0.00	American Express Charges	143.05
Net Sales	76	156,179.54	Other Transaction Charges	496.96
Chargebacks	0	0.00	Payment Network and Associated Fees	286.76
Adjustments	0	0.00	Authorization Fees	22.80
Convenience Adjustments	0	0.00	Other Fees	74.99
Total Sales	76	156,179.54	Total Charges and Fees	3,956.04

Charges and Fees have been posted to Account #: XXX2095

Volume Recap

Card Type	---Sales---		---Credits---		---Net Sales---		Discount Paid	Per Item Paid
	Item Count	Amount	Item Count	Amount	Amount	Amount		
AEXP	6	6,718.33	0	0.00	6,718.33	140.41	2.64	
M/C	15	17,278.41	0	0.00	17,278.41	390.34	6.84	
VISA	55	132,182.80	0	0.00	132,182.80	2,158.34	375.96	

Deposits

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
12/01/22	12/01/22	64335307096	0000736	BATCH	4,643.65	0.00	4,643.65
12/02/22	12/02/22	64336365766	0000737	BATCH	7,070.34	0.00	7,070.34
12/03/22	12/03/22	64337364082	0000738	BATCH	103.00	0.00	103.00
12/05/22	12/05/22	64339211965	0000739	BATCH	8,836.98	0.00	8,836.98
12/06/22	12/06/22	64340329511	0000740	BATCH	8,034.30	0.00	8,034.30
12/07/22	12/07/22	64341306815	0000741	BATCH	231.75	0.00	231.75
12/08/22	12/08/22	64342305765	0000742	BATCH	578.86	0.00	578.86
12/09/22	12/09/22	64343332707	0000743	BATCH	4,714.21	0.00	4,714.21
12/10/22	12/10/22	64344353922	0000744	BATCH	8,722.85	0.00	8,722.85
12/13/22	12/13/22	64347435279	0000745	BATCH	39,417.02	0.00	39,417.02
12/14/22	12/14/22	64348301232	0000746	BATCH	12,370.09	0.00	12,370.09
12/15/22	12/15/22	64349411369	0000747	BATCH	50,249.47	0.00	50,249.47

Merchant Billing Statement

Item # 10.

MERCHANT SERVICES
7300 CHAPMAN HWY
KNOXVILLE, TN 37920

000002252 01 SP 106481633144753 S

Statement Date: 12/31/2022
Store Number: 0000000000
Merchant Number: 0000008035036386
Chain Number: 00000
DBA Name: CITY OF DRIPPING SPRINGS

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Deposits

(continued)

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
12/16/22	12/16/22	64350338470	0000748	BATCH	618.00	0.00	618.00
12/17/22	12/17/22	64351344443	0000749	BATCH	5,543.10	0.00	5,543.10
12/20/22	12/20/22	64354308708	0000750	BATCH	1,318.40	0.00	1,318.40
12/21/22	12/21/22	64355316393	0000751	BATCH	309.00	0.00	309.00
12/22/22	12/22/22	64356320131	0000752	BATCH	1,919.87	0.00	1,919.87
12/24/22	12/24/22	64358258111	0000753	BATCH	463.50	0.00	463.50
12/27/22	12/27/22	64361215330	0000754	BATCH	247.20	0.00	247.20
12/28/22	12/28/22	64362295888	0000755	BATCH	787.95	0.00	787.95
Deposits Totals					156,179.54	0.00	156,179.54

Each batch under 'Paid by Merchant Payment Services' has been posted to Account #: XXX2095

Credit Card Processing Charges

Description	Sales Amount	Item Count	Interchange Per Item	Interchange Rate	Interchange Dollars
Interchange - Visa					
COMMCNP B5	1,369.90	4	0.1000	3.0000 %	41.50
PUR LG TKT	92,609.92	10	35.0000	1.4500 %	1,692.84
COMM L3 P	9,170.71	6	0.1000	1.9000 %	174.84
CNP BUS DR	25,471.56	22	0.2200	0.0500 %	17.58
COMMCNP B2	798.25	3	0.1000	2.8000 %	22.65
CNP BUSDB	463.50	1	0.1000	2.4500 %	11.46
COMMCNP B4	293.55	2	0.1000	2.9500 %	8.86
GOVT CONS	1,902.41	6	0.1000	1.5500 %	30.09
GOVT DR	103.00	1	0.2200	0.0500 %	0.27
Total Visa	132,182.80	55			2,000.09
Interchange - MasterCard					
DATA2 B2	206.00	1	0.1000	2.0500 %	4.32
MCW PUBCNP	383.16	2	0.1000	1.5500 %	6.14
ENHPUBSCNP	231.75	1	0.1000	1.5500 %	3.69
DATAII DRF	247.20	2	0.2200	0.0500 %	0.56
CDATAIII P	1,887.17	1	0.1000	1.9000 %	35.96
CDATAIII F	13,978.08	6	0.1000	1.9000 %	266.18
DATA II BD	61.80	1	0.1000	2.1000 %	1.40
DATA2 B5	283.25	1	0.1000	2.2500 %	6.47
Total MasterCard	17,278.41	15			324.72
Total Interchange					2,324.81
Processing Fees					
Description	Sales Amount	Item Count	Processing Fee Per Item	Processing Rate	Processing Fee Dollars
Visa Processing Fee	132,182.80	55	0.3400	0.3900%	534.21
MasterCard Processing Fee	17,278.41	15	0.3400	0.3900%	72.46
Total Processing Fees					606.67
Total Charges					2,931.48

American Express Charges

Description	Sales Amount	Item Count	Wholesale Per Item	Wholesale Rate	Wholesale Dollars
Wholesale - American Express					
AEOV2 CNP	6,718.33	6	0.1000	1.7000 %	114.81
Total American Express	6,718.33	6			114.81
Total Wholesale F					114.81
Processing Fees					
Description	Sales Amount	Item Count	Processing Fee Per Item	Processing Rate	Processing Fee Dollars
American Express Processing Fee	6,718.33	6	0.3400	0.3900%	28.24
Total Processing Fees					28.24
Total Charges					143.05

Merchant Billing Statement

Item # 10.

MERCHANT SERVICES
7300 CHAPMAN HWY
KNOXVILLE, TN 37920



000002252 01 SP 106481633144753 S

Statement Date: 12/31/2022
Store Number: 0000000000
Merchant Number: 0000008035036386
Chain Number: 00000
DBA Name: CITY OF DRIPPING SPRINGS

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Payment Network and Associated Fees

Description	Amount	Item Count	Percentage Rate	Per Item Rate	Fee Amount
VISA FEE					
ASSESSMENTS	106,144.74	31	0.1400	0.0000	148.60
BASE II NETWORK ACCESS CHARGE	132,182.80	55	0.0000	0.0018	0.10
VISA DEBIT ASSESSMENTS	26,038.06	24	0.1300	0.0000	33.85
VISA FANF TABLE 2 TIER 6	132,182.80	1	0.0000	45.0000	45.00
VI ADDRESS VERIFICATION SERVIC	0.00	64	0.0000	0.0010	0.06
ACQUIRER PROCESSING FEE	0.00	38	0.0000	0.0195	0.74
ACQUIRER PROCESSING FEE - DEBI	0.00	27	0.0000	0.0155	0.42
VISA FEE Fee Totals					228.77
M/C FEE					
ASSESSMENTS	1,413.16	8	0.1300	0.0000	1.84
MC CREDIT 1K ASSESSMENT FEE	15,865.25	7	0.1400	0.0000	22.21
MC ACQUIRER LICENSE FEE	17,278.41	15	0.0047	0.0000	0.81
MC ANNUAL LOCATION FEE	0.00	1	0.0000	1.2500	1.25
MASTERCARD FILE TRANSMISSION F	17,278.41	15	0.0000	0.0012	0.02
MASTERCARD ACCEPTANCE FEE	17,278.41	15	0.0000	0.0022	0.03
NABU FEE	0.00	24	0.0000	0.0195	0.47
M/C FEE Fee Totals					26.63
AECF					
AMEX NETWORK FEES	6,718.33	6	0.1650	0.0000	11.09
AMEX KEYED FEE	6,718.33	6	0.3000	0.0000	20.15
AMEX ACQUIRER TRANSACTION FEE	6,718.33	6	0.0000	0.0200	0.12
AECF Fee Totals					31.36
Total Payment Network and Associated Fees					286.76

Other Transaction Charges

Description	DR CR	Sales Amount	Discount Rate	Discount Charges	Item Count	Per Item Rate	Item Charge
BTCH BATCH HDR	DR	0.00	0.0000	0.00	20	0.4000	8.00
	CR	0.00	0.0000	0.00	0	0.0000	0.00
OPTM CCO LVL3	DR	977.92	50.0000	488.96	24	0.0000	0.00
	CR	0.00	0.0000	0.00	0	0.0000	0.00
Summary	DR	977.92		488.96	44		8.00
	CR	0.00		0.00	0		0.00
	NET	977.92		488.96	44		8.00

Authorization Fees

Description	Items	Rate	Authorization Fees
VISA VNET LOCAL	65	0.2400	15.60
M/C VNET LOCAL	24	0.2400	5.76
AEXP VNET LOCAL	6	0.2400	1.44
Credit Card Authorization Fees:			21.36
ECS Authorization Fees:			0.00
EGC Authorization Fees:			0.00
Other Card Authorization Fees:			1.44
Total Authorization Fees:			22.80

Other Fees

Non Taxable Items

Description	Items	Rate	Total
BASC STAND	1	74.9900	74.99

Merchant Billing Statement

Item # 10.

MERCHANT SERVICES
7300 CHAPMAN HWY
KNOXVILLE, TN 37920

000002252 01 SP 106481633144753 S

Statement Date: 12/31/2022
Store Number: 0000000000
Merchant Number: 0000008035036386
Chain Number: 00000
DBA Name: CITY OF DRIPPING SPRINGS

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Other Fees

(continued)

Total Non-Taxable Items:	74.99
Total Taxable Items:	0.00
Total Tax:	0.00
Total Other Fees:	74.99

Merchant Billing Statement

Item # 10.

MERCHANT SERVICES
7300 CHAPMAN HWY
KNOXVILLE, TN 37920



Cycle: CUTOFF

Statement Date: 01/31/2023
Store Number: 0000000000
Merchant Number: 0000008035036386
Chain Number: 00000
DBA Name: CITY OF DRIPPING SPRINGS

000002261 01 SP 106481658206001 S
CITY OF DRIPPING SPRINGS
ATTN GINA GILLIS
511 MERCER ST
DRIPPING SPRINGS TX 78620

Client Group: 00001
Principal Chain: 00000
Parent Chain: 00000
Parent Entity: 62518

Page 1 of 4

Your Resources For Help

For customer service, please call 800-834-7790

Summary

	<u>Number of Items</u>	<u>Dollar Amounts</u>	<u>Fee/Charges Category</u>	<u>Fee Summary</u>
Sales	125	452,469.74	Credit Card Processing Charges	9,839.21
Returns	0	0.00	American Express Charges	370.33
Net Sales	125	452,469.74	Other Transaction Charges	1,570.05
Chargebacks	0	0.00	Payment Network and Associated Fees	855.07
Adjustments	0	0.00	Authorization Fees	30.00
Convenience Adjustments	0	0.00	Other Fees	74.99
Total Sales	125	452,469.74	Total Charges and Fees	12,739.65

Charges and Fees have been posted to Account #: XXX2095

Volume Recap

Card Type	Item Count	----Sales----		----Credits----		Discount Paid	Per Item Paid
		Amount	Item Count	Amount	Amount		
AEXP	6	17,266.48	0	0.00	17,266.48	367.69	2.64
DISC	1	51.50	0	0.00	51.50	1.00	0.44
M/C	26	39,902.01	0	0.00	39,902.01	905.62	11.80
VISA	92	395,249.75	0	0.00	395,249.75	7,517.93	1,402.42

Deposits

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
01/03/23	01/03/23	64003394119	0000756	BATCH	30,512.41	0.00	30,512.41
01/04/23	01/04/23	64004306809	0000757	BATCH	11,252.75	0.00	11,252.75
01/05/23	01/05/23	64005418665	0000758	BATCH	75,087.85	0.00	75,087.85
01/06/23	01/06/23	64006326174	0000759	BATCH	10,401.97	0.00	10,401.97
01/09/23	01/09/23	64009298000	0000760	BATCH	45,453.09	0.00	45,453.09
01/10/23	01/10/23	64010309452	0000761	BATCH	10,842.20	0.00	10,842.20
01/12/23	01/12/23	64012420475	0000762	BATCH	70,050.98	0.00	70,050.98
01/13/23	01/13/23	64013346138	0000763	BATCH	7,990.74	0.00	7,990.74
01/14/23	01/14/23	64014347906	0000764	BATCH	473.80	0.00	473.80
01/17/23	01/17/23	64017340987	0000765	BATCH	8,378.59	0.00	8,378.59
01/18/23	01/18/23	64018310731	0000766	BATCH	11,395.10	0.00	11,395.10
01/19/23	01/19/23	64019318278	0000767	BATCH	1,586.20	0.00	1,586.20
01/20/23	01/20/23	64020315435	0000768	BATCH	10,418.09	0.00	10,418.09
01/23/23	01/23/23	64023293326	0000769	BATCH	24,530.32	0.00	24,530.32

Merchant Billing Statement

Item # 10.

MERCHANT SERVICES
7300 CHAPMAN HWY
KNOXVILLE, TN 37920

000002261 01 SP 106481658206001 S

Statement Date: 01/31/2023
Store Number: 0000000000
Merchant Number: 0000008035036386
Chain Number: 00000
DBA Name: CITY OF DRIPPING SPRINGS

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Deposits

(continued)

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
01/24/23	01/24/23	64024315176	0000770	BATCH	432.60	0.00	432.60
01/25/23	01/25/23	64025391052	0000771	BATCH	33,631.66	0.00	33,631.66
01/26/23	01/26/23	64026285990	0000772	BATCH	19,877.25	0.00	19,877.25
01/27/23	01/27/23	64027422130	0000773	BATCH	29,162.59	0.00	29,162.59
01/28/23	01/28/23	64028356503	0000774	BATCH	5,200.26	0.00	5,200.26
01/31/23	01/31/23	64031400275	0000775	BATCH	45,791.29	0.00	45,791.29
Deposits Totals					452,469.74	0.00	452,469.74

Each batch under 'Paid by Merchant Payment Services' has been posted to Account #: XXX2095

Credit Card Processing Charges

Description	Sales Amount	Item Count	Interchange Per Item	Interchange Rate	Interchange Dollars
Interchange - Visa					
COMMCNP B4	1,174.20	5	0.1000	2.9500 %	35.14
GOVT CONS	1,272.05	5	0.1000	1.5500 %	20.22
GOVT DR	236.90	2	0.2200	0.0500 %	0.56
COMMCNP B5	2,260.85	10	0.1000	3.0000 %	68.83
PUR LG TKT	346,705.38	39	35.0000	1.4500 %	6,392.23
COMM L3 P	33,642.69	15	0.1000	1.9000 %	640.71
COMMCNP B1	515.00	2	0.1000	2.6500 %	13.85
CNP BUS DR	1,014.55	5	0.2200	0.0500 %	1.61
COMMCNP B2	762.20	2	0.1000	2.8000 %	21.54
COMMCNP B3	123.60	1	0.1000	2.8500 %	3.62
COMM L3 C	6,680.22	4	0.1000	1.9000 %	127.32
CNP BUSDB	540.75	1	0.1000	2.4500 %	13.35
BUSPUPPCNP	321.36	1	0.1000	2.6500 %	8.62
Total Visa	395,249.75	92			7,347.60
Interchange - MasterCard					
MCW PUBCNP	61.80	1	0.1000	1.5500 %	1.06
MWB.COMDAT2	3,675.86	1	0.1000	1.9000 %	69.94
HVPUBSECNP	370.80	3	0.1000	1.5500 %	6.05
DATAII DRF	432.60	3	0.2200	0.0500 %	0.88
CDATAIII P	14,881.19	5	0.1000	1.9000 %	283.24
CDATAIII F	20,047.16	10	0.1000	1.9000 %	381.90
DATA2 B4	309.00	2	0.1000	2.2000 %	7.00
DATA2 B5	123.60	1	0.1000	2.2500 %	2.88
Total MasterCard	39,902.01	26			752.95
Interchange - Discover Acquiring					
PUBLIC P	51.50	1	0.1000	1.5500 %	0.90
Total Discover Acquiring	51.50	1			0.90
Total Interchange					8,101.45
Processing Fees					
Description	Sales Amount	Item Count	Processing Fee Per Item	Processing Rate	Processing Fee Dollars
Visa Processing Fee	395,249.75	92	0.3400	0.3900%	1,572.75
MasterCard Processing Fee	39,902.01	26	0.3400	0.3900%	164.47
Discover Acquiring Processing Fee	51.50	1	0.3400	0.3900%	0.54
Total Processing Fees					1,737.76
Total Charges					9,839.21

Merchant Billing Statement

Item # 10.

MERCHANT SERVICES
7300 CHAPMAN HWY
KNOXVILLE, TN 37920



000002261 01 SP 106481658206001 S

Statement Date: 01/31/2023
Store Number: 0000000000
Merchant Number: 0000008035036386
Chain Number: 00000
DBA Name: CITY OF DRIPPING SPRINGS

Page 3 of 4

American Express Charges

Description	Sales Amount	Item Count	Wholesale Per Item	Wholesale Rate	Wholesale Dollars
Wholesale - American Express					
AEGOV2 CNP	901.25	4	0.1000	1.5500 %	14.37
AEGOV3 CNP	16,365.23	2	0.1000	1.7500 %	286.59
Total American Express	17,266.48	6			300.96

Total Wholesale F

300.96

Description	Sales Amount	Item Count	Processing Fee Per Item	Processing Rate	Processing Fee Dollars
American Express Processing Fee	17,266.48	6	0.3400	0.3900%	69.37
Total Processing Fees					69.37

Total Charges

370.33

Payment Network and Associated Fees

Description	Amount	Item Count	Percentage Rate	Per Item Rate	Fee Amount
VISA FEE					
ASSESSMENTS	393,136.19	83	0.1400	0.0000	550.39
BASE II NETWORK ACCESS CHARGE	395,249.75	92	0.0000	0.0018	0.17
VISA DEBIT ASSESSMENTS	2,113.56	9	0.1300	0.0000	2.75
VISA FANF TABLE 2 TIER 7	355,387.51	1	0.0000	160.0000	160.00
VI ADDRESS VERIFICATION SERVIC	0.00	88	0.0000	0.0010	0.09
ACQUIRER PROCESSING FEE	0.00	81	0.0000	0.0195	1.58
ACQUIRER PROCESSING FEE - DEBI	0.00	9	0.0000	0.0155	0.14
VISA FEE Fee Totals					715.12

M/C FEE					
ASSESSMENTS	2,008.50	12	0.1300	0.0000	2.61
MC CREDIT 1K ASSESSMENT FEE	37,893.51	14	0.1400	0.0000	53.05
MC ACQUIRER LICENSE FEE	39,902.01	26	0.0047	0.0000	1.88
MC ANNUAL LOCATION FEE	0.00	1	0.0000	1.2500	1.25
MASTERCARD FILE TRANSMISSION F	39,902.01	26	0.0000	0.0012	0.03
MASTERCARD ACCEPTANCE FEE	39,902.01	26	0.0000	0.0022	0.06
NABU FEE	0.00	28	0.0000	0.0195	0.55
M/C FEE Fee Totals					59.43

DSCV FEE					
ASSESSMENTS	51.50	1	0.1400	0.0000	0.07
DI DIGITAL INVESTMENT	51.50	1	0.0100	0.0000	0.01
DI NETWORK AUTHORIZATION FEE	0.00	1	0.0000	0.0190	0.02
DI ACCOUNT VERIFICATION	0.00	1	0.0000	0.0050	0.01
DSCV FEE Fee Totals					0.11

AECF					
AMEX NETWORK FEES	17,266.48	6	0.1650	0.0000	28.49
AMEX KEYED FEE	17,266.48	6	0.3000	0.0000	51.80
AMEX ACQUIRER TRANSACTION FEE	17,266.48	6	0.0000	0.0200	0.12
AECF Fee Totals					80.41

Total Payment Network and Associated Fees

855.07

Other Transaction Charges

Description	DR CR	Sales Amount	Discount Rate	Discount Charges	Item Count	Per Item Rate	Item Charge
BTCH BATCH HDR	DR	0.00	0.0000	0.00	20	0.4000	8.00
	CR	0.00	0.0000	0.00	0	0.0000	0.00
OPTM CCO LVL3	DR	3,124.10	50.0000	1,562.05	67	0.0000	0.00

Merchant Billing Statement

Item # 10.

MERCHANT SERVICES
 7300 CHAPMAN HWY
 KNOXVILLE, TN 37920
 000002261 01 SP 106481658206001 S

Statement Date: 01/31/2023
 Store Number: 0000000000
 Merchant Number: 0000008035036386
 Chain Number: 00000
 DBA Name: CITY OF DRIPPING SPRINGS

Page 4 of 4

Other Transaction Charges

(continued)

Description	DR CR	Sales Amount	Discount Rate	Discount Charges	Item Count	Per Item Rate	Item Charge
	CR	0.00	0.0000	0.00	0	0.0000	0.00
Summary	DR	3,124.10		1,562.05	87		8.00
	CR	0.00		0.00	0		0.00
	NET	3,124.10		1,562.05	87		8.00

Authorization Fees

Description	Items	Rate	Authorization Fees
VISA VNET LOCAL	90	0.2400	21.60
M/C VNET LOCAL	28	0.2400	6.72
DISC VNET LOCAL	1	0.2400	0.24
AEXP VNET LOCAL	6	0.2400	1.44
Credit Card Authorization Fees:			28.56
ECS Authorization Fees:			0.00
EGC Authorization Fees:			0.00
Other Card Authorization Fees:			1.44
Total Authorization Fees:			30.00

Other Fees

Non Taxable Items

Description	Items	Rate	Total
BASC STAND	1	74.9900	74.99

Total Non-Taxable Items: 74.99
 Total Taxable Items: 0.00
 Total Tax: 0.00
Total Other Fees: 74.99



Credit Card Merchant Statement

12/31/2022

Merchant : 0008788240041717
DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
MICHELLE FISCHER
511 MERCER STREET
DRIPPING SPRINGS, TX 78620

Information Advice

Deposits

Day	Ref No	Items	\$ Sales	\$ Credits	\$ Disc	\$ Net Deposit
01	39200000001	3	413.00	0.00	0.00	413.00
02	64600000001	3	510.00	0.00	0.00	510.00
03	54400000001	2	355.00	0.00	0.00	355.00
05	23900000001	1	28.00	0.00	0.00	28.00
06	40100000001	24	959.00	0.00	0.00	959.00
07	62500000001	19	1,548.00	0.00	0.00	1,548.00
08	09400000001	2	55.00	0.00	0.00	55.00
09	55100000001	7	245.00	45.00	0.00	200.00
10	32700000003	4	322.00	0.00	0.00	322.00
11	58600000001	2	50.00	0.00	0.00	50.00
12	87700000001	1	25.00	0.00	0.00	25.00
13	81300000001	18	1,219.00	20.00	0.00	1,199.00
14	36400000001	17	431.00	130.00	0.00	301.00
16	45300000001	4	563.00	0.00	0.00	563.00
17	79800000001	2	316.00	0.00	0.00	316.00
19	39400000001	2	55.00	0.00	0.00	55.00
20	06200000001	22	1,468.00	30.00	0.00	1,438.00
21	47200000002	25	1,188.00	130.00	0.00	1,058.00
22	26600000001	5	485.00	0.00	0.00	485.00
23	34500000001	2	50.00	0.00	0.00	50.00
27	78300000001	6	175.00	0.00	0.00	175.00
28	32300000001	15	471.00	30.00	0.00	441.00
29	73400000003	1	22.00	0.00	0.00	22.00
30	90400000001	2	285.00	0.00	0.00	285.00



Credit Card Merchant Statement

12/31/2022

Merchant : 0008788240041717
DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
MICHELLE FISCHER
511 MERCER STREET
DRIPPING SPRINGS, TX 78620

Information Advice

Deposits

Day	Ref No	Items	\$ Sales	\$ Credits	\$ Disc	\$ Net Deposit
Total		24	11,238.00	385.00	0.00	10,853.00

Deposit Item Summary

Sales:	174	11,238.00	DB Adj:	0	0.00
Credits:	15	385.00	CR Adj:	0	0.00
Total:	189	10,853.00	Total:	0	0.00

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
AMEX	10	455.00	45.50	0.3000	0.0000	1.37
INTER-CHG						2.43
CAMEX	1	20.00	20.00	0.3000	0.0000	0.06
INTER-CHG						4.69
DSBS	1	158.00	158.00	0.3000	0.0000	0.47
INTER-CHG						4.02



Credit Card Merchant Statement

12/31/2022

Merchant : 0008788240041717
 DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
 MICHELLE FISCHER
 511 MERCER STREET
 DRIPPING SPRINGS, TX 78620

Information Advice

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
VIBT	2	150.00	75.00	0.3000	0.0000	0.45
INTER-CHG						4.63
VBT5	2	60.00	30.00	0.3000	0.0000	0.18
INTER-CHG						2.00
VIBE	6	232.00	38.67	0.3000	0.0000	0.70
INTER-CHG						7.10
VISB	8	220.00	27.50	0.3000	0.0000	0.66
INTER-CHG						7.08
VISA	3	257.00	85.67	0.3000	0.0000	0.77
INTER-CHG						4.29
VIBS	25	1,405.00	56.20	0.3000	0.0000	4.22
INTER-CHG						12.51
CVIBS	2	60.00	30.00	0.3000	0.0000	0.18
VDBT	44	3,708.00	84.27	0.3000	0.0000	11.12
INTER-CHG						20.26
CVDBT	2	20.00	10.00	0.3000	0.0000	0.06
VISP	15	2,041.00	136.07	0.3000	0.0000	6.13
INTER-CHG						38.54
CVISP	3	150.00	50.00	0.3000	0.0000	0.45
INTER-CHG						-2.64
VINF	2	247.00	123.50	0.3000	0.0000	0.74
INTER-CHG						4.03
VISG	1	225.00	225.00	0.3000	0.0000	0.68
INTER-CHG						7.19



Credit Card Merchant Statement

12/31/2022

Merchant : 0008788240041717
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CITY OF DRIPPING SPRINGS
 MICHELLE FISCHER
 511 MERCER STREET
 DRIPPING SPRINGS, TX 78620

Information Advice

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
MBL5	6	156.00	26.00	0.3000	0.0000	0.47
INTER-CHG						4.13
MC	1	28.00	28.00	0.3000	0.0000	0.08
INTER-CHG						0.53
CMC	2	45.00	22.50	0.3000	0.0000	0.14
INTER-CHG						-0.79
MCBS	36	1,069.00	29.69	0.3000	0.0000	3.21
INTER-CHG						16.35
CMCBS	2	55.00	27.50	0.3000	0.0000	0.17
MDBT	5	145.00	29.00	0.3000	0.0000	0.44
INTER-CHG						1.18
CMDBT	3	35.00	11.67	0.3000	0.0000	0.11
MWEL	8	682.00	85.25	0.3000	0.0000	2.05
INTER-CHG						11.39
GP FEE - VISA KILOBYTE	115	0.00	0.00	0.0000	0.0018	0.21
GP FEE - MC NABU - CREDITS	7	0.00	0.00	0.0000	0.0195	0.14
GP FEE - VISA TRANS INTEGRITY	12	0.00	0.00	0.0000	0.1000	1.20
GP FEE - DISC ASSESSMENTS	1	158.00	158.00	0.1400	0.0000	0.22
GP FEE-VISA ASSESSMENTS-DEBIT	66	4,962.00	75.18	0.1300	0.0000	6.45
CCHGB	4	180.00	45.00	0.0000	-0.0195	0.08
CCHGB	3	50.00	16.67	0.0000	-0.0155	0.05
GP FEE-VISA ASSESSMENTS-CREDIT	49	3,583.00	73.12	0.1400	0.0000	5.02
GP FEE - MC ASSESSMENTS	63	2,080.00	33.02	0.1300	0.0000	2.70
GP FEE - MC ACCEPT & LICENSE	63	2,080.00	33.02	0.0200	0.0000	0.42

Credit Card Merchant Statement

12/31/2022

Merchant : 0008788240041717

DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
 MICHELLE FISCHER
 511 MERCER STREET
 DRIPPING SPRINGS, TX 78620

Information Advice

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
GP FEE - MC DIGITAL ENABLEMENT	61	1,983.00	32.51	0.0100	0.0000	0.20
GP FEE - AMEX NETWORK	9	455.00	50.56	0.1650	0.0000	0.75
GP FEE - AMEX CNP	9	455.00	50.56	0.3000	0.0000	1.37
Total						202.64

Other Fees

Card	Charge	Description	Number	Rate	Fees
For outlet 00000					
AMEX	2698	VPN W/AVS	3	0.1000	0.30
AMEX	2699	GLOBAL VPN	7	0.1000	0.70
DISC	2698	VPN W/AVS	1	0.1000	0.10
VISA	2698	VPN W/AVS	26	0.1000	2.60
VISA	2699	GLOBAL VPN	95	0.1000	9.50
MC	2698	VPN W/AVS	8	0.1000	0.80
MC	2699	GLOBAL VPN	59	0.1000	5.90
CHGB	2954	GP FEE - MC NABU - DEBITS	59	0.0195	1.15
CHGB	2955	GP FEE - DISC NETWORK AUTH	1	0.0190	0.02
CHGB	2964	GP FEE - VISA APF-CREDIT	47	0.0195	0.92
CHGB	2969	GP FEE - VISA APF-DEBIT	67	0.0155	1.04



Credit Card Merchant Statement

12/31/2022

Merchant : 0008788240041717
DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
MICHELLE FISCHER
511 MERCER STREET
DRIPPING SPRINGS, TX 78620

Information Advice

Other Fees

Card	Charge	Description	Number	Rate	Fees
CHGB	2971	GP FEE - MC CVC2	8	0.0025	0.02
	3009	BANK DEPOSIT SRVC FEE	24	0.2000	4.80
	6085	PCI PROGRAM FEE	0	0.0000	14.75
	6100	GP-MC MONTHLY FEE	0	0.0000	1.25
	6298	FIXED ACQ NETWORK FEE 1	0	0.0000	2.00
	6299	FIXED ACQ NETWORK FEE 2	0	0.0000	15.00
	6443	PCI NON COMPLIANCE FEE	0	0.0000	69.95
Total other fees					130.80

Your Account has been debited: \$333.44



Credit Card Merchant Statement

01/31/2023

Merchant : 0008788240041717

DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
MICHELLE FISCHER
511 MERCER STREET
DRIPPING SPRINGS, TX 78620

Information Advice

Deposits

Day	Ref No	Items	\$ Sales	\$ Credits	\$ Disc	\$ Net Deposit
02	16200000001	1	100.00	0.00	0.00	100.00
03	46700000001	9	242.00	0.00	0.00	242.00
04	15200000001	31	642.00	332.00	0.00	310.00
05	22300000015	1	0.00	25.00	0.00	(25.00)
05	93600000001	2	313.00	0.00	0.00	313.00
06	58200000001	12	2,498.00	0.00	0.00	2,498.00
07	31300000001	7	784.00	0.00	0.00	784.00
08	50000000001	7	1,080.00	0.00	0.00	1,080.00
09	89100000001	6	690.00	0.00	0.00	690.00
10	21600000001	30	2,026.00	0.00	0.00	2,026.00
11	42600000001	20	1,077.00	25.00	0.00	1,052.00
12	70600000001	11	1,379.00	125.00	0.00	1,254.00
13	18100000001	5	705.00	0.00	0.00	705.00
14	49400000001	9	1,435.00	0.00	0.00	1,435.00
16	65400000001	4	975.00	0.00	0.00	975.00
17	95300000001	15	935.00	0.00	0.00	935.00
18	82400000002	41	2,881.00	0.00	0.00	2,881.00
19	77900000001	8	492.00	0.00	0.00	492.00
20	63900000001	14	555.00	140.00	0.00	415.00
21	26500000001	6	567.00	0.00	0.00	567.00
22	12800000001	1	125.00	0.00	0.00	125.00
23	75100000001	1	28.00	0.00	0.00	28.00
24	83700000001	42	2,524.00	0.00	0.00	2,524.00
25	72100000001	49	5,061.00	90.00	0.00	4,971.00



Credit Card Merchant Statement

01/31/2023

Merchant : 0008788240041717

DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
MICHELLE FISCHER
511 MERCER STREET
DRIPPING SPRINGS, TX 78620

Information Advice

Deposits

Day	Ref No	Items	\$ Sales	\$ Credits	\$ Disc	\$ Net Deposit
26	97500000001	10	923.00	0.00	0.00	923.00
27	54300000001	3	286.00	0.00	0.00	286.00
28	41700000001	1	0.00	100.00	0.00	(100.00)
29	80000000001	1	225.00	0.00	0.00	225.00
30	39600000001	3	205.00	0.00	0.00	205.00
31	74800000001	14	1,175.00	60.00	0.00	1,115.00
Total		30	29,928.00	897.00	0.00	29,031.00

Deposit Item Summary

Sales:	341	29,928.00	DB Adj:	0	0.00
Credits:	23	897.00	CR Adj:	1	25.00
Total:	364	29,031.00	Total:	1	-25.00

Credit Card Merchant Statement

01/31/2023

Merchant : 0008788240041717

DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
 MICHELLE FISCHER
 511 MERCER STREET
 DRIPPING SPRINGS, TX 78620

Information Advice

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
AMEX	26	3,236.00	124.46	0.3000	0.0000	9.71
INTER-CHG						41.03
CAMEX	1	25.00	25.00	0.3000	0.0000	0.08
INTER-CHG						10.20
DISC	1	36.00	36.00	0.3000	0.0000	0.11
INTER-CHG						0.66
VIBT	6	560.00	93.33	0.3000	0.0000	1.68
INTER-CHG						17.13
VBT5	5	620.00	124.00	0.3000	0.0000	1.86
INTER-CHG						19.10
VIBE	7	667.00	95.29	0.3000	0.0000	2.00
INTER-CHG						19.38
VISB	12	895.00	74.58	0.3000	0.0000	2.69
INTER-CHG						26.72
VISA	2	325.00	162.50	0.3000	0.0000	0.98
INTER-CHG						5.24
VIBS	42	2,557.00	60.88	0.3000	0.0000	7.68
INTER-CHG						33.00
CVIBS	2	57.00	28.50	0.3000	0.0000	0.17
VDBT	81	5,405.00	66.73	0.3000	0.0000	16.21
INTER-CHG						33.09
CVDBT	5	165.00	33.00	0.3000	0.0000	0.50
VISP	36	3,260.00	90.56	0.3000	0.0000	9.78
INTER-CHG						57.68



Credit Card Merchant Statement

01/31/2023

Merchant : 0008788240041717
 DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
 MICHELLE FISCHER
 511 MERCER STREET
 DRIPPING SPRINGS, TX 78620

Information Advice

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
CVISP	6	255.00	42.50	0.3000	0.0000	0.77
INTER-CHG						-4.49
VINF	6	810.00	135.00	0.3000	0.0000	2.43
INTER-CHG						13.61
CVINF	2	50.00	25.00	0.3000	0.0000	0.15
INTER-CHG						-0.88
VIPP	1	18.00	18.00	0.3000	0.0000	0.05
INTER-CHG						0.27
VISG	1	145.00	145.00	0.3000	0.0000	0.44
INTER-CHG						2.35
CVISG	1	30.00	30.00	0.3000	0.0000	0.09
INTER-CHG						-0.53
MBL5	7	730.00	104.29	0.3000	0.0000	2.19
INTER-CHG						17.15
MC	2	50.00	25.00	0.3000	0.0000	0.15
INTER-CHG						0.98
CMC	5	190.00	38.00	0.3000	0.0000	0.57
INTER-CHG						-3.34
MCBS	52	5,610.00	107.88	0.3000	0.0000	16.84
INTER-CHG						85.66
MDBT	27	2,004.00	74.22	0.3000	0.0000	6.02
INTER-CHG						9.62
CMDBT	1	125.00	125.00	0.3000	0.0000	0.38
MCWC	4	715.00	178.75	0.3000	0.0000	2.15



Credit Card Merchant Statement

01/31/2023

Merchant : 0008788240041717
 DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
 MICHELLE FISCHER
 511 MERCER STREET
 DRIPPING SPRINGS, TX 78620

Information Advice

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
INTER-CHG						11.49
MWEL	15	1,477.00	98.47	0.3000	0.0000	4.43
INTER-CHG						24.41
MCEC	7	558.00	79.71	0.3000	0.0000	1.67
INTER-CHG						9.36
MBWE	2	250.00	125.00	0.3000	0.0000	0.75
INTER-CHG						5.46
GP FEE - VISA KILOBYTE	215	0.00	0.00	0.0000	0.0018	0.39
GP FEE - MC NABU - CREDITS	6	0.00	0.00	0.0000	0.0195	0.12
GP FEE - VISA TRANS INTEGRITY	13	0.00	0.00	0.0000	0.1000	1.30
GP FEE - DISC ASSESSMENTS	1	36.00	36.00	0.1400	0.0000	0.05
GP FEE-VISA ASSESSMENTS-DEBIT	117	7,413.00	63.36	0.1300	0.0000	9.64
CCHGB	11	392.00	35.64	0.0000	-0.0195	0.21
CCHGB	5	165.00	33.00	0.0000	-0.0155	0.08
GP FEE-VISA ASSESSMENTS-CREDIT	98	7,849.00	80.09	0.1400	0.0000	10.99
GP FEE - MC ASSESSMENTS	121	8,894.00	73.50	0.1300	0.0000	11.56
GP FEE - MC ASSESSMENTS LG TKT	1	2,500.00	2,500.00	0.1400	0.0000	3.50
GP FEE - MC ACCEPT & LICENSE	122	11,394.00	93.39	0.0200	0.0000	2.28
GP FEE - MC DIGITAL ENABLEMENT	104	10,755.00	103.41	0.0100	0.0000	1.08
GP FEE - AMEX NETWORK	25	3,236.00	129.44	0.1650	0.0000	5.34
GP FEE - AMEX CNP	25	3,236.00	129.44	0.3000	0.0000	9.71
Total						583.13



Credit Card Merchant Statement

01/31/2023

Merchant : 0008788240041717

DBA : CITY OF DRIPPING SPRINGS

Hierarchy : 055-70-024-013-000

CITY OF DRIPPING SPRINGS
MICHELLE FISCHER
511 MERCER STREET
DRIPPING SPRINGS, TX 78620

Information Advice

Other Fees

Card	Charge	Description	Number	Rate	Fees
For outlet 00000					
AMEX	2698	VPN W/AVS	12	0.1000	1.20
AMEX	2699	GLOBAL VPN	14	0.1000	1.40
DISC	2699	GLOBAL VPN	1	0.1000	0.10
VISA	2698	VPN W/AVS	84	0.1000	8.40
VISA	2699	GLOBAL VPN	140	0.1000	14.00
MC	2698	VPN W/AVS	55	0.1000	5.50
MC	2699	GLOBAL VPN	74	0.1000	7.40
CHGB	224F	VER-DOM-CR	1	0.0350	0.04
CHGB	2954	GP FEE - MC NABU - DEBITS	122	0.0195	2.38
CHGB	2955	GP FEE - DISC NETWORK AUTH	1	0.0190	0.02
CHGB	2964	GP FEE - VISA APF-CREDIT	89	0.0195	1.74
CHGB	2969	GP FEE - VISA APF-DEBIT	119	0.0155	1.84
CHGB	2971	GP FEE - MC CVC2	54	0.0025	0.14
	3009	BANK DEPOSIT SRVC FEE	29	0.2000	5.80
	6085	PCI PROGRAM FEE	0	0.0000	14.75
	6100	GP-MC MONTHLY FEE	0	0.0000	1.25
	6298	FIXED ACQ NETWORK FEE 1	0	0.0000	2.00
	6299	FIXED ACQ NETWORK FEE 2	0	0.0000	9.00
	6443	PCI NON COMPLIANCE FEE	0	0.0000	69.95
Total other fees					146.91

Your Account has been debited:

\$730.04



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 Salina, KS 67401
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Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 DEBT SERVICE ACCOUNT 2005
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****2228

Balance Information

Average Ledger Balance	825,076.27
Average Collected Balance	825,076.27
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****2228	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Deposit Coverage Fee	1.400	0.31	98.10	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



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Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 DEBT SERVICE 2019
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****0494

Balance Information

Average Ledger Balance	989,785.17
Average Collected Balance	989,785.17
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****0494	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Deposit Coverage Fee	1.400	0.31	117.68	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



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Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 D.S. RANCH PARK OPERATING FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****4612

Balance Information

Average Ledger Balance	197,969.48
Average Collected Balance	197,969.48
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****4612	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Check Positive Pay Exceptions	1.000	7.00	7.00	0.00
Deposit Coverage Fee	1.400	0.31	23.53	0.00
Deposited Items	0.150	39.00	5.85	0.00
Deposits/Other Credits	0.850	4.00	3.40	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00
Positive Pay Match Item	0.600	14.00	8.40	0.00
Positive Pay Nr Maintenance	35.000	1.00	35.00	0.00
Service Chargeable Debits	0.086	20.00	1.72	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



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Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 OPERATING ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****2095

Balance Information

Average Ledger Balance	9,811,380.32
Average Collected Balance	9,811,380.32
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****2095	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Ach File	7.000	4.00	28.00	0.00
Ach Originated Items	0.200	97.00	19.40	0.00
Ach Origination Maintenance	35.000	1.00	35.00	0.00
Balance Reporting Module	100.000	1.00	100.00	0.00
Check Positive Pay Exceptions	1.000	52.00	52.00	0.00
Deposit Coverage Fee	1.400	0.31	1,166.61	0.00
Deposited Items	0.150	85.00	12.75	0.00
Deposits/Other Credits	0.850	5.00	4.25	0.00
Electronic Credits	0.350	51.00	17.85	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00
Positive Pay Match Item	0.600	24.00	14.40	0.00
Positive Pay Nr Maintenance	35.000	1.00	35.00	0.00
Service Chargeable Debits	0.086	90.00	7.74	0.00

Elevating the Community Banking Experience



Account: *** Item # 10.
From: 12-31-22 To: 01-31-23
Days Analyzed: 31

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



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Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 HOTEL OCCUPANCY - TAX ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****4623

Balance Information

Average Ledger Balance	625,105.31
Average Collected Balance	625,105.31
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****4623	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Check Positive Pay Exceptions	1.000	2.00	2.00	0.00
Deposit Coverage Fee	1.400	0.31	74.32	0.00
Deposited Items	0.150	61.00	9.15	0.00
Deposits/Other Credits	0.850	5.00	4.25	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00
Positive Pay Nr Maintenance	35.000	1.00	35.00	0.00
Service Chargeable Debits	0.086	2.00	0.17	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



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Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 IMPACT FEE FUND ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****2129

Balance Information

Average Ledger Balance	4,346,239.70
Average Collected Balance	4,346,239.70
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****2129	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Deposit Coverage Fee	1.400	0.31	516.78	0.00
Deposited Items	0.150	2.00	0.30	0.00
Deposits/Other Credits	0.850	1.00	0.85	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 PEG FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****6021

Balance Information

Average Ledger Balance	184,222.39
Average Collected Balance	184,222.39
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****6021	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Deposit Coverage Fee	1.400	0.31	21.90	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 RESERVE FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****2145

Balance Information

Average Ledger Balance	1,852,027.39
Average Collected Balance	1,852,027.39
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****2145	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Deposit Coverage Fee	1.400	0.31	220.21	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 TIRZ 1
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****4359

Balance Information

Average Ledger Balance	790,361.15
Average Collected Balance	790,361.15
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****4359	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Check Positive Pay Exceptions	1.000	1.00	1.00	0.00
Deposit Coverage Fee	1.400	0.31	93.97	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00
Positive Pay Nr Maintenance	35.000	1.00	35.00	0.00
Service Chargeable Debits	0.086	2.00	0.17	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 TIRZ 2
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****9002

Balance Information

Average Ledger Balance	569,012.57
Average Collected Balance	569,012.57
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****9002	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Check Positive Pay Exceptions	1.000	1.00	1.00	0.00
Deposit Coverage Fee	1.400	0.31	67.65	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00
Positive Pay Nr Maintenance	35.000	1.00	35.00	0.00
Service Chargeable Debits	0.086	2.00	0.17	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



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 Salina, KS 67401
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Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 TWDB FUND
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****4828

Balance Information

Average Ledger Balance	1,065.76
Average Collected Balance	1,065.76
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****4828	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Deposit Coverage Fee	1.400	0.31	0.12	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****9972

Balance Information

Average Ledger Balance	5,314,800.17
Average Collected Balance	5,314,800.17
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****9972	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Check Positive Pay Exceptions	1.000	22.00	22.00	0.00
Deposit Coverage Fee	1.400	0.31	631.95	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00
Outgoing Domestic Wire	5.000	1.00	5.00	0.00
Positive Pay Match Item	0.600	15.00	9.00	0.00
Positive Pay Nr Maintenance	35.000	1.00	35.00	0.00
Service Chargeable Debits	0.086	38.00	3.26	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



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Elevating the Community Banking Experience



Account: *** Item # 10.
 From: 12-31-22 To: 01-31-23
 Days Analyzed: 31

CITY OF DRIPPING SPRINGS
 WASTEWATER UTILITY ACCOUNT
 PO BOX 384
 DRIPPING SPRINGS TX 78620-0384

Summary of Accounts

Lead Account: *****2244

Balance Information

Average Ledger Balance	882,869.12
Average Collected Balance	882,869.12
Less - 0% Reserve Requirement	(0.00)
Average Available Balance	0.00
Balance Equivalent Total Service Charge	0.00

Compensation Information

Earnings Credit Rate	0.00
Earnings Credit	0.00
Earnings Credit Based Service Charges	0.00
Fee Based Total Service Charges	0.00
Total Charge	0.00
Final Charge (After Adjustment) to Account *****2244	0.00

Service Information

Service Description	Unit Price	Volume	Charge	Balance Equiv.
Deposit Coverage Fee	1.400	0.31	104.97	0.00
Deposited Items	0.150	16.00	2.40	0.00
Deposits/Other Credits	0.850	3.00	2.55	0.00
Mobile Remote Deposit Maint	15.000	1.00	15.00	0.00
Online Banking Per Account	30.000	1.00	30.00	0.00
Paper Statement Fee	5.000	1.00	5.00	0.00

Service Charge Summary

Earnings Credit Based Service Charges	0.00
Non-Earning Credit Based Service Charges	0.00
Total Service Charges	0.00



DRIPPING SPRINGS

Texas

REQUEST FOR PROPOSAL
For
BANKING DEPOSITORY SERVICES

Sealed Proposals, one (1) original, five (5) copies, and one (1) electronic copy (in PDF format) on flash drive shall be delivered to the City of Dripping Springs, Finance Director, 511 Mercer Street, Dripping Springs, Texas 78620, at or before 2:00 PM on February 23, 2023, at which time proposals will be publicly opened and read. Proposals received after the opening date and time will not be considered.

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 Requests for Proposals	2/2/2023
Last Day for Applicants to Submit Written Questions	2/16/2023 5 P.M.
Answers provided	2/21/2023
Proposal Due Date	2/23/2023 2 P.M.

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 Finance Director and requested information by emailing him at scox@cityofdrippingsprings.com.

I. INTRODUCTION

The City of Dripping Springs is requesting proposals for a banking services contract to be considered for award on **March 7, 2023**, with service to begin **March 2023**, and extend through September 2028 due to the ending of the previous contract. Through this contract the City intends to minimize banking costs, improve operational efficiency, and maximize investment capabilities. This Request for Proposal (RFP) represents the cash management goals, specifies all banks’ required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and the contract award provisions. The City is only seeking candidates that can fulfill all needed services.

Community and City Background:

Dripping Springs is a thriving and growing city in northern Hays County just west of Austin. The current population is 5,787 within the city limits (July 2021 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. Dripping Springs is a Type-A general law city who employes a City Administrator and Finance Director who handle the daily administration of the City. The Mayor and City Council decide policy matters and set the City’s budget for each fiscal year which runs from October to September of each year.

The City currently has 55 full time positions with up to 30 seasonal and part-time employees who are all paid through direct deposit. More information on accounts can be found below.

II. PROPOSAL INSTRUCTIONS AND QUALIFICATIONS

A. Minimum Qualifications

To assure a close working relationship, to facilitate available services, and to support local business, the entity may give priority to those banks with full-service capabilities within the City of Dripping Springs limits. Any required statement regarding equal opportunity and affirmative action should be included if required/desired. The proposal submitted will become part of the final contract.

B. Proposal Submission Instructions

1. Proposal Format

In order to fully and equitably evaluate each bank's ability to meet the banking services needs of the City, a standard reply format is required. Each proposal must include a response to each item in the RFP in the order given. Only proposals submitted in the prescribed format will be evaluated for contract award.

2. Submission Requirements

Sealed proposals marked “BANKING DEPOSITORY SERVICES PROPOSALS” shall be mailed or delivered to:

Shawn Cox, Finance Director
City of Dripping Springs
P.O. Box 384/511 Mercer St.
Dripping Springs, Texas 78620

3. RFP Questions

Questions regarding this RFP or the services requested will be accepted in written form or via e-mail at the address below on or before 5:00 pm February 16, 2023. Responses to all material questions submitted will be communicated to each prospective proposer.

Shawn Cox, Finance Director
scox@cityofdrippingsprings.com
City of Dripping Springs
P.O. Box 384/511 Mercer St.
Dripping Springs, TX 78620

4. Request for Proposal Amendments

Modifications or additions may be made as a result of questions submitted. Written notification of any such change will be made in writing to all known bidders. To request to be made aware of answers and amendments please email Shawn Cox at scox@cityofdrippingsprings.com by February 16, 2023.

5. Selection Criteria

Evaluation of proposals will be made on the basis of the following objectives:

Time deposit interest rates	30%
Cost of Service	30%
Service availability	20%
Safety and creditworthiness of bank	30%

6. Award of Bid and Service Initiation

The contract is expected to be awarded by the City of Dripping Springs Council at its meeting March 7, 2023.

III. REQUIRED MINIMUM REQUIREMENTS AND FINANCIAL INSTITUTION INFORMATION

A. Minimum Requirements

1. Banking corporation authorized to do business in the state.
2. Branch within the City Limits or Extraterritorial Jurisdiction of the City able to handle in person visits and deposits.
3. Compliance with state and local laws.
4. Ability to provide collateral on all deposits.

B. Financial Institution Information

All banks must provide, as part of the proposal:

1. Audited financial statements for the most recent fiscal year;
2. Copy of the current call report; and
3. Statement regarding any recent or foreseen merger or acquisition.

IV. REQUIRED BANKING SERVICES

This section lists all the services to be provided by the bank under this agreement. Attachment A lists each of these services. The bank should use this Attachment to provide the specific price for each service.

A. Account Titles

The City currently retains the following account titles:

- General Fund
- Dripping Springs Ranch Park Operating Fund
- Utility Fund
- Impact Fee Fund
- Reserve Fund
- Farmers Market
- Debt Service 2015
- Debt Service 2013
- Debt Service 2019
- PEG Fund
- Hotel Occupancy Tax Fund
- Tax Increment Fund: TIRZ Number One
- Tax Increment Fund: TIRZ Number Two
- Texas Water Development Board (TWDB) Fund
- Heritage Road & Trail

B. Wire Transfer Services

A standard wire transfer agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The City requires adequate security provisions and procedures. If the wire transfers requests are available on line, full information should be submitted detailing the use.

C. Sweep Account Provisions

If the City chooses, the bank will be responsible for automatically sweeping the balances in all accounts daily to an investment option (money market fund, repo, etc.). Describe the sweep options and, if a money market fund is used, provide a prospectus. The accounts will be swept to the compensating balance.

D. Direct Deposit for Payroll Services

The City will utilize Direct Deposit for payroll services during the contract period. Full information should be submitted detailing the use of this service, requirements, and deadlines for computer tap for transactions. Additionally, the proposal should indicate when funds will be available in participating banks.

E. Investment of Idle Funds and Safekeeping of City Securities

All certificates of deposit procured by the City will be purchased on a competitive basis. The City has no obligation to invest its funds with or through the bank. If the bank is proposing overnight repurchase agreements, an executed Master Repurchase Agreement is required. In order to fulfill GASB III requirements for reporting, if a repurchase agreement is executed with the bank itself, the collateral must be held in the trust department of the bank in a separate account.

All securities will be handled on a delivery versus payment (DVP) basis as they are cleared into and out of the account. All clearing and safekeeping will be in the bank or its correspondent. All correspondent and safekeeping arrangement will be stipulated in the proposal.

F. Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all checks upon presentation.

G. Standard Deposit Services

The bank must guarantee immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and all other checks based on the bank's published availability schedule. The Bank should specify in their proposal their deposit requirements and commercial and retail deposit locations, including night deposit services and procedures.

H. Reporting and Account Analysis

Monthly account analysis reports must be provided by the bank on a timely basis for each account and on a total account basis. A sample account analysis format must be provided as part of the proposal. Samples of monthly statements should also be provided. The monthly statements are to be received within ten business days of the next month.

I. Account Executive

An account executive must be assigned to the account to coordinate the account services and expedite the solution of any problem. A trained and competent backup for the account executive, familiar with the account, should be assigned in the proposal. Stipulate the name and a brief biography of the account executive to be assigned to the City's account.

J. Daylight Overdraft Provisions

Every effort will be made to eliminate daylight overdraft situations on the account. However, in case this situation does arise, the proposal should include any and all bank policies regarding daylight overdrafts charges or handling procedures.

K. Positive Pay

The City utilizes Positive Pay to safeguard against check fraud concerning its accounts. This proposal should include a copy of your standard positive pay process.

L. Stop Payments

The proposal must include a statement on the proposed stop payment process on an automated or manual basis.

M. Collateralization of Deposits

The bank must agree to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits, above the FDIC insured limit of \$100,000. Securities used to pledge against time and demand deposits must be held in an independent third-party safekeeping institution outside the bank's holding company. The bank will execute a tri-party safekeeping agreement with the City and the Safekeeping bank for safekeeping of these securities. Collateral will be maintained at a minimum of 102% and marked to market at least once a month. Control will be shared jointly between the bank and the City. Substitution will be approved by the City and not unduly withheld. Substitutions of collateral will be requested in writing and new collateral will be received before the existing collateral is released. The proposal will name the safekeeping bank for collateral.

N. Additional Services

If new services become available and are provided during the period of this contract, they will be charged at the bank's then published rate.

O. Online Banking Services

The City desires to utilize online banking services whenever possible. Services include, but are not limited to:

- Daily balance reporting – summary
- Daily balance reporting – detail (with check detail and images)
- Daily ACH and wire with full addenda information
- Current day reporting
- Intra-day reporting (real time or delayed), optional
- All reports can be converted to Excel
- Transfers between accounts
- Initiation of wire transfers
- Initiation of stop payment orders
- Positive pay actions including time requirements
- Initiation of ACH transactions; recurring/repetitive/future ACH debit(collection) or credit (direct deposit) transactions
- Maintenance of wire transfer templates
- Stale-dating of checks
- Other services such as EDI, remote collection, controlled disbursement
- Confirmations availability and format

- Online cleared check information/images
- Multi-level security administration requirements (self-administration preferred)
- Positive pay reports (including imaging of exception items).
- Training of government's system administrator for managing access.

When detailing the banks online banking capabilities, please indicate whether or not software insulation is required. Additionally, the City utilizes ERP 10 (a Tyler Technologies product) as its financial software. Please indicate if the bank's software can interface with this system.

V. Bank Compensation

Any net settlement on compensating balances will be made annually. If fees are chosen as the payment methodology, fees will be paid monthly after receipt of the account analysis.

ATTACHMENT A - BANKING SERVICES CHARGES

Any and all anticipated service charges must be shown on this form to be applicable under the agreement. Add additional lines as required.

Service Unit	Unit Charge	Cost of Service
Account Maintenance	Per month	\$
Daily Balance Reporting	Per month	\$
Positive Pay	Per Month	\$
Zero Balanced Accounts		
Master Account	Per month	\$
Subsidiary Accounts	Per month	\$
Credits Posted	Per transaction	\$
Debits Posted	Per transaction	\$
Encoding charge	Per transaction	\$
ACH Processing	Per transaction	\$
Origination of file	Per tape	\$
ACH deletions	Per transaction	\$
ACH entries	Per transaction	\$
Returned checks	Per transaction	\$
Items Deposited		
Deposits	Per transaction	\$
Commercial deposits	Per transaction	\$
Group I items	Per transaction	\$
Group II items	Per transaction	\$
Group III items	Per transaction	\$
Group IV items	Per transaction	\$
Stop payments	Per transaction	\$
Wire Transfers		
Incoming	Per transaction	\$
Outgoing	Per transaction	\$
Investment Safekeeping		
S/keeping interest/credit	Per transaction	\$
S/keeping receipt deposit	Per transaction	\$
S/keeping outgoing	Per transaction	\$
Securities DVP FRB	Per transaction	\$
Securities DVP NY	Per transaction	\$
Check Printing	Per transaction	\$
Extra Statements	Per transaction	\$
Disposable Bank Bags	Per Item	\$
Lockbox	Per month	\$
Cutbacks	Per transaction	\$
Special handling		\$

BANK DEPOSITORY AGREEMENT

Section I. Designation of Bank and Safekeeping

The City of Dripping Springs (“City”) designates _____ (“Bank”) as the depository for the City and at rates described in the Bank’s Application filed on February 23, 2023 and attached as Exhibit “A”. The City shall open accounts with _____ pursuant to the Bank’s Application attached as Exhibit “A” and Wire Transfer Agreement attached as Exhibit “B”.

Section II. Designation as Depository

The City, through the City Council of Dripping Springs, hereby designates _____ as its depository for banking services for a five-year (5-year) period commencing April 1, 2023 and extending through March 31, 2028.

Section III. Collateral

City time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation Insurance shall be secured at all times by collateral, acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by the Bank to be maintained above the FDIC insured limit. As per the Bank’s Response, all securities will be held at FHLB with a minimum value of 102% above monthly total deposit balance. The balance shall be monitored on a regular basis to ensure adequate collateral of funds.

Section IV. Financial Position

The Bank will provide a statement of its financial position on at least a quarterly basis. The Bank may provide this information in any reasonable manner including through the provision of a website link to the Bank’s website or Federal Deposit Insurance Corporation’s website where this information is readily available. The Bank will provide an annual statement audited by its independent auditors including a letter as to its “fair representation”.

Section V. Authorized City Representative

For the term of this Agreement, the City and Bank designate the individuals:

Bill Foulds, Jr., Mayor (or his successor)
Michelle Fischer (City Administrator)
Shawn Cox (Finance Director/City Treasurer)

as authorized to represent and act for the City in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Any change in the representatives will be made in writing.

Section VI. Scope of Services

The Bank’s response to the City’s RFP, dated February 23, 2023 (the “Response”) is incorporated into this Agreement for all purposes, including service charges, time deposit, demand deposit and loan rates, and attached as Exhibit “A” and Exhibit “B”. If

any provisions of the Exhibits and this Agreement are in conflict, this Agreement will control.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, City-owned securities, property and things of value held as depository.

The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits and the Bank may accept such deposits subject to the terms of the Bank's Response.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

Section VII. Default

The Bank shall be in default if it fails to pay all or part of a demand deposit, and matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt" "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Agreement. The City is empowered to take possession of and transfer and or sell any and all securities, and immediately terminate this Agreement. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement or by law or equity and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

Section VIII. Indemnification and Liability

The indemnification and liability provisions of Exhibit "B" Wire Transfer Agreement are incorporated into this Agreement; however the City shall only indemnify the Bank to the extent allowed by law.

Section IX. Non-Assignability

This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

Section X. Amendments, Assignment, and Termination of Agreement

Section 9 of Exhibit "B" of the Wire Transfer Agreement is superseded by this Section. Neither the City nor the Bank may amend this Agreement except upon receiving written approval by the other Party except in regards to the "fill-in" portions of Exhibit "B". The City may change the authorized users at any time upon written notice and signature of the

Wire Department. The City may amend the “fill-in” portions of this Agreement at any time by completing a new Exhibit “B” and sending it to the Bank. Such amendments will not be effective until presented to and signed by the Wire Department.

Section XI. Mandatory Disclosures

Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section XII. Termination

This Agreement may be terminated by either the City or the Bank by giving sixty (60) days prior written notice to the other party. This Section supersedes the Termination provision in Exhibit “B”.

Section XIII. Law Governing

All applicable provisions and requirements of the laws of the State of Texas governing depositories for the City shall be a part of this Agreement.

Section XIV. Attorney’s Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees from the other party, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

Section XV. Bank Authorization

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

Executed on this ____ day of March 2023, said Agreement to be effective for the period beginning April 1, 2023 through March 31, 2028.

CITY :

BANK:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTEST:

Name and Title

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Waiting on Resubmittal
SUB2021-0069 Cannon Ranch Ph 1 Construction Plans	CL	Cannon Ranch Road	Development of 122 residential lots with public roadways, utilities, and drainage features.	Approved with conditions
SUB2021-0071 Cannon Ranch OffSite Waterline	CL	Cannon Ranch Road	The construction of an offsite waterline that is approximately 4 acres	Approved with conditions
SUB2021-0073 Hardy Preliminary Plat	CL	2901 W US 290	41 Residential lots on 39.341	Approved with conditions
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approved with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	In Administrative Completeness
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	In Administrative Completeness
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0021 Headwaters at BC Phase 3 CP	ETJ	Intersection of Hazy Hills Loop and Roy Branch Road	Construction Plans	Approved with conditions
SUB2022-0023 Overlook at Bunker Ranch CP	CL	2004 Creek Road	Construction Plans for 12 single family lots with 1 drainage lot	Approved with conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Tricking Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0030 Burke Subdivision, Lot 1A Replat		20650 FM 150	From one lot to two lots	Approved
SUB2022-0031 Patriots Hall AP	ETJ	231 Patriots Hall Blvd	Combining the existing 4 lots into 1 lot	Waiting for Resubmittal
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Force mains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater force mains to connect with Dripping Springs WWTP	Waiting for Resubmittal
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	Waiting for Resubmittal
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of which are residential and 1 will be landscaping	Approved with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0045 Ellington Estates MP	ETJ	206 Darden Hill Rd	Legalizing the lot	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Waiting for Resubmittal
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Approved with conditions
SUB2022-0050 North 40, Section 2, Block B, Lots 1, 2, 29, and 30	CL	28501 RR 12	Amending Plat to combine 4 lots into 1	Waiting for Resubmittal
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Waiting for Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2021-0001 Roger Hanks Parkway Extension	CL	Roger Hanks	3120 LF of Collector Roadway. The infrastructure includes all associated streets, grading, and water quality improvements.	Waiting for Resubmittal
SUB2023-0002 Ledgestone Commercial Replat	ETJ	12400 W US HWY 290	Replat of a single lot to subdivide into 5 lots. Each lot to have its own corresponding building	Withdrawn
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Under Review
SUB2023-0004 Re-subdivision of Lot 2, Driftwood 967 Phase One	ETJ	FM 967 at FM 1826	Subdividing 1 lot to 11 lots to be part of the Driftwood Development	Under Review
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Under Review
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Under Review
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Under Review

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	Under Review
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0008 Patriot's Hall Phase 1B	ETJ	231 Patriots Hall Blvd	New Patriot's Hall event building with parking, infrastructure and water quality	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0016 JWLP Lot 6 Revision 1	CL	249 Sportsplex Drive	Revision to the original site plan	Waiting on resubmittal
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Under Review
SD2022-0022 Belterra Medical Office	ETJ	164 Belterra Village Way	Medical office building with associated parking, sidewalk, utility and drainage improvements	Under Review
SD2022-0023 Christian Automotive	ETJ	100 N. Canyonwood Drive	Construction of an approximately 6,000 square feet of light automotive facility	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Approved w/ Conditions
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	In Administrative Completeness
SD2022-0027 Sawyer Ranch Lot 3A	CL	13341 W US 290	Lot 3A of the Sawyer Ranch at US 290 development. This consists of commercial buildings with parking, sidewalks, and utilities.	Approved w/ Conditions
SD2022-0029 Headwaters Commercial East Phase 1 SP	CL	Headwaters Blvd.	Development of a preschool with associated utility infrastructure, storm infrastructure, parking lot improvements, and a water quality/detention pond that accounts for future developments	Waiting on resubmittal
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Waiting on resubmittal
SD2022-0032 Driftwood Ranch Clubhouse	ETJ	17901 FM 1826	Clubhouse buildings and parking	Waiting on resubmittal
SD2022-0033 Hays County ESD EMS Station 72 - Heritage Oaks	ETJ	1 Heritage Oaks Drive	New ESD EMS Station	Approved w/ Conditions
SD2022-0035 100 Daisy Lane Site Plan	ETJ	100 Daisy Lane	A metal building for manufacturing, office, storage, tasting room for a distillery and associated paving	Under Review
SD2022-0036 Hays County ESD EMS Station 73 - RR 12	ETJ	31331 RR 12	New ESD EMS Station	Approved w/ Conditions
SD2022-0037 Burlebo	ETJ	149 American Way	Warehouse/office for business and distribution operation of Burlebo	Approved w/ Conditions
SD2022-0038 CAK Capital Office Building	CL	28496 Ranch Road 12	Site improvements for future detached office building	Approved w/ Conditions
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Waiting on resubmittal
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Waiting on resubmittal
SD2023-0001 Arrowhead Ranch Offsite Wastewater Extension	CL	Arrowhead Ranch	To connect the existing wastewater improvements from Arrowhead to the City wastewater system.	Waiting on resubmittal
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Waiting on resubmittal
SD2023-0003 Dutch Bros Coffee	ETJ	12400 US Hwy. 290	Revision to the Ledgestone Commercial East Site Plan specifically for Dutch Bros Coffee	Waiting on resubmittal
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting on resubmittal
SD2023-0005 DGRC Creek Phase 1 WQ Pond Revision	ETJ	Thurman Roberts Way Driftwood	Water Quality pond revision	Waiting on resubmittal
SD2023-0006 DS Vet Clinic	CL	Cortaro Dr & RR 12	2 Phase Site Development Plan with 3,957sf veterinarian clinic with paving, drainage and utility infrastructure	Waiting on resubmittal

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Under Review
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvments	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Gateway Village	Planning and Zoning Commission Workshop to be held on February 28, 2023.
Cannon Mixed-Use	DAWG Meeting Thursday, December 8