



## City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, May 07, 2024, at 6:00 PM

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# AGENDA

## CALL TO ORDER & ROLL CALL

### City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

### Staff, Consultants, & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

Municipal Court Judge Marilyn Miller, JD LLM CELA

Interim City Secretary Hector Gomez

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Planning Director Tory Carpenter

Parks & Community Services Director Andy Binz

DSRP Manager Emily Nelson

Andrea Cunningham, City Secretary Consultant

## PLEDGE OF ALLEGIANCE

## ELECTIONS

- 1.** Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Mayor Bill Foulds, Jr. *Municipal Court Judge, Marilyn Miller*
- 2.** Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Council Member Place 2 Wade King. *Municipal Court Judge, Marilyn Miller*
- 3.** Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Council Member Place 4 Travis Crow. *Municipal Court Judge, Marilyn Miller*

## PRESENTATION OF CITIZENS

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

## CONSENT AGENDA

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

- 4. Approval of the April 16, 2024, City Council regular meeting minutes.**
- 5. Approval of an Ordinance granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) a non-exclusive Franchise Agreement to install, operate, and maintain a distribution system for the transportation, distribution and/or sale of gas to to customers and the public generally in the City of Dripping Springs. Sponsor: Mayor Bill Foulds, Jr.**

## BUSINESS AGENDA

- 6. Discuss and consider approval of the Appointment of Hector Gomez as the City Secretary of the City of Dripping Springs, Hays County, Texas.**
- 7. Public hearing and consideration of approval of an Ordinance regarding ANEX2024-0001: An Annexation Petition of for the St. Martin de Porres Catholic Church located at 230 Post Oak Drive. Applicant: Jon Thompson**
  - a. Applicant Presentation
  - b. Staff Report
  - c. Public Hearing
  - d. Agreement
  - e. Ordinance
- 8. Public hearing and consideration of approval of an Ordinance regarding ZA2024-002: an application for a zoning map amendment from Agriculture (AG) to Government/Utility/Institutional (GUI) for the St. Martin de Porres Catholic Church located at 230 Post Oak Drive. Applicant: Jon Thompson**

- a. Applicant Presentation
- b. Staff Report
- c. Planning & Zoning Commission Report
- d. Public Hearing
- e. Ordinance

**9. Public hearing and consideration of approval of an Ordinance regarding ZA2024-001: an application for a zoning map amendment from Single Family/Low Density (SF-1) to Local Retail (LR) for the 575 Old Fitzhugh Rd. Applicant: McKena Strobel**

- a. Applicant Presentation
- b. Staff Report
- c. Planning & Zoning Commission Report
- d. Public Hearing
- e. Ordinance

**10. Discuss and consider the Appointment of Zach West to the Utility Commission as a Representative of the Hays Trinity Groundwater Conservation District for an unexpired term ending June 30, 2024.**

**11. Presentation on 2023 Western Wonderland event; discussion and consideration of approval of 2024 Western Wonderland event. Emily Nelson, Dripping Springs Ranch Park Manager.**

**12. Discuss and consider possible action regarding the Joint Use Agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club related to maintenance, use, and other activities on Dripping Springs Ranch Park trails. Sponsor: Council Member Sherrie Parks**

## REPORTS

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

**13. Planning Department Report**  
*Tory Carpenter, Planning Director*

## CLOSED SESSION

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

14. **Consultation with Attorney and Deliberation Regarding Potential Right-of-Way Acquisition.** *Consultation with Attorney. 551.017; Deliberation Regarding Real Property 551.072*
15. **Consultation with Attorney related to legal issues on the agreement with the Dripping Springs Mountain Biking Club.** *Consultation with Attorney, 551.071*

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

May 21, 2024, at 6:00 p.m. (CC)  
June 4, 2024, at 6:00 p.m. (CC & BOA)  
June 18, 2024, at 6:00 p.m. (CC)  
July 2, 2024, at 6:00 p.m. (CC & BOA)

### Board, Commission, & Committee Meetings

May 8, 2024, DSRP Board at 11:00 a.m.  
May 13, 2024, TIRZ No. 1 & No. 2 Board at 4:00 p.m.  
May 12, 2024, Founders Day Commission at 6:30 p.m.  
May 14, 2024, Planning & Zoning Commission at 6:00 p.m.  
May 15, 2024, Parks & Recreation Commission at 6:00 p.m.  
May 16, 2024, Farmers Market Committee at 10:00 a.m.  
May 16, 2024, Emergency Management Committee at 12:00 p.m.  
May 16, 2024, Utility Commission at 4:00 p.m.  
May 20, 2024, Transportation Committee at 3:30 p.m.

## ADJOURN

## TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **May 3, 2024, at 2:30 p.m.***

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*Andrea Cunningham, 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.*





# DRIPPING SPRINGS

Texas

In the name and by the authority of

## The City of Dripping Springs, Texas

THIS IS TO CERTIFY, that at a general election held on

Saturday, May 4, 2024

**Bill Foulds, Jr.** was

duly elected **Mayor.**

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Dripping Springs, Texas, to be affixed at the City of Dripping Springs, this the 7<sup>th</sup> day of May, 2024

---

Bill Foulds, Jr., Mayor  
Presiding Officer of Canvassing  
Authority

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

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

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Hays

Sworn to and subscribed before me on this 7<sup>th</sup> day of **May 2024**.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Hector Gomez

\_\_\_\_\_  
Printed or Typed Name





# DRIPPING SPRINGS

Texas

In the name and by the authority of

## The City of Dripping Springs, Texas

THIS IS TO CERTIFY, that at a general election held on

Saturday, May 4, 2024

Wade King was

duly elected **Council Member Place 2.**

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Dripping Springs, Texas, to be affixed at the City of Dripping Springs, this the 7<sup>th</sup> day of May, 2024

---

Bill Foulds, Jr., Mayor  
Presiding Officer of Canvassing  
Authority

Form #2204 Rev 9/2017

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FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Wade King, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of City of Dripping Springs Council Member Place 2 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Hays

Sworn to and subscribed before me on this 7<sup>th</sup> day of **May 2024**.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Hector Gomez

\_\_\_\_\_  
Printed or Typed Name

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

Item # 2.

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

**Execution and Delivery Instructions**

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

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

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

**Fax:** (512) 463-5569.

**Email:** Scanned copies of the executed Statement may be sent to [register@sos.texas.gov](mailto:register@sos.texas.gov)

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

**Commentary**

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

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

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

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

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

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

Revised 09/2023

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



**STATEMENT OF OFFICER**

**Statement**

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

Title of Position to Which Elected/Appointed: City of Dripping Springs Council Member Place 2

**Execution**

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

Date: May 7, 2024

\_\_\_\_\_  
Signature of Officer



# DRIPPING SPRINGS

Texas

In the name and by the authority of

## The City of Dripping Springs, Texas

THIS IS TO CERTIFY, that at a general election held on

Saturday, May 4, 2024

Travis Crow was

duly elected **Council Member Place 4.**

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Dripping Springs, Texas, to be affixed at the City of Dripping Springs, this the 7<sup>th</sup> day of May, 2024

---

Bill Foulds, Jr., Mayor  
Presiding Officer of Canvassing  
Authority



Form #2204 Rev 9/2017

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Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Travis Crow, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of City of Dripping Springs Council Member Place 4 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Hays

Sworn to and subscribed before me on this 7<sup>th</sup> day of **May 2024**.

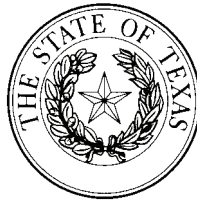
(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Hector Gomez

\_\_\_\_\_  
Printed or Typed Name

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



**STATEMENT OF OFFICER**

**Statement**

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

Title of Position to Which Elected/Appointed: City of Dripping Springs Council Member Place 4

**Execution**

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

Date: May 7, 2024

\_\_\_\_\_  
Signature of Officer



## City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, April 16, 2024, at 6:00 PM

# MINUTES

## CALL TO ORDER & ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:00 p.m.

### City Council Members present were:

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

### City Council Members absent were:

Mayor Pro Tem Taline Manassian

### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer  
 Deputy City Administrator Shawn Cox  
 City Attorney Laura Mueller  
 City Secretary Andrea Cunningham  
 IT Director Jason Weinstock  
 People & Communications Director Lisa Sullivan  
 Emergency Management Coordinator Roman Baligad  
 Parks & Community Services Director Andy Binz  
 Utilities Director Dane Sorenson

## PLEDGE OF ALLEGIANCE

Council Member Crow led the Pledge of Allegiance to the Flag.

## PRESENTATION OF CITIZENS

*A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7)*

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

No one spoke during Presentation of Citizens.

## **PROCLAMATIONS & PRESENTATIONS**

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

- 1. Proclamation of the City of Dripping Springs recognizing the service and contributions of Andrea Cunningham and proclaiming April 16, 2024 as, "Andrea Cunningham Day."**

Michelle Fischer read the Proclamation and presented it to Andrea Cunningham.

- 2. Presentation on April 8, 2024, Total Solar Eclipse.** *Lisa Sullivan, People & Communications Director and Roman Baligad, Emergency Management Coordinator*

Lisa Sullivan and Roman Baligad presented the item which is on file.

- 3. Presentation regarding temporary restroom facilities for Mercer Street Historic District.** *Dane Sorensen, Utilities Director.*

Laura Mueller and Dane Sorensen presented the item which is on file.

## **CONSENT AGENDA**

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

- 4. Approval of the April 2, 2024, City Council regular meeting minutes.**
- 5. Approval of the March 2024 Treasurer's Report.**
- 6. Approval of an Amendment to the Professional Services Agreement between the City of Dripping Springs and RVi Planning regarding the Rathgeber Natural Resource Park Master Park Plan, and related to increase costs for site access review.** *Sponsor: Mayor Bill Foulds, Jr.*
- 7. Approval of the Repeal of Resolution No. 2020-R31 regarding the City of Dripping Springs' Co-Sponsorship Policy.** *Sponsor: Council Member Geoffrey Tahuahua*
- 8. Acceptance of real property located in Hidden Springs Ranch dedicated by Galen Zimmerman and Laura Zimmerman to the City of Dripping Springs.**

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 4 – 8. Council Member Parks seconded the motion which carried unanimously 4 to 0.

A motion was made by Council Member Tahuahua to adjourn into Closed Session under Texas Government Code Sections 551.071, Consultation with Attorney and 551.072, Deliberation Regarding Real Property, and regarding Business Agenda Item 3 and Closed Session Agenda Items 9 – 10. Council Member Crow seconded the motion which carried unanimously 4 to 0.

## CLOSED SESSION

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

9. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items.** *Consultation with Attorney, 551.071*
10. **Consultation and discussion regarding the deployment, or specific occasions for implementation, of security personnel or devices, including Safety and Security Training, and related items.** *Deliberation regarding security devices or security audits, 551.076.*

The City Council met in Closed Session from 6:46 p.m. – 6:55 p.m.

No vote or action was taken during Closed Session. Mayor Foulds, Jr. returned the meeting to Open Session at 6:55 p.m.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

May 7, 2024, at 6:00 p.m. (CC & BOA)  
 May 21, 2024, at 6:00 p.m. (CC)  
 June 4, 2024, at 6:00 p.m. (CC & BOA)  
 June 18, 2024, at 6:00 p.m. (CC)

### Board, Commission & Committee Meetings

April 15, 2024, TIRZ No. 1 & No. 2 Board at 4:00 p.m.  
 April 17, 2024, Parks & Recreation Commission at 6:00 p.m.  
 April 18, 2024, Farmers Market Committee at 10:00 a.m.  
 April 18, 2024, Emergency Management Committee at 12:00 p.m.  
 April 18, 2024, Utility Commission at 4:00 p.m.  
 April 20, 2024, Founders Day Commission at 9:00 a.m.  
 April 22, 2024, Transportation Committee at 3:30 p.m.  
 April 24, 2024, Economic Development Committee at 4:00 p.m.

May 2, 2024, Historic Preservation Commission at 4:00 p.m.  
May 8, 2024, DSRP Board at 11:00 a.m.

**ADJOURN**

A motion was made by Council Member Parks to adjourn the meeting. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

This regular meeting adjourned at 6:56 p.m.

**APPROVED ON: May 7, 2024**

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*Bill Foulds, Jr., Mayor*

**ATTEST:**

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*Hector Gomez, City Secretary*



**To: City of Dripping Springs City Council**  
**From: Laura Mueller, City Attorney**  
**Date: May 7, 2024**  
**RE: UniGas Franchise Agreement Key Terms**

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## I. Executive Summary

Key terms regarding the Franchise Agreement with Universal Natural Gas (UniGas), maintaining a non-exclusive franchise agreement to enter the City ROW to install, operate and maintain a distribution system within, along, across, over and under the public ways of the City for the transportation, distribution and/or sale of gas to customers and the public, generally, in the city.

## II. Key Terms

- 20-year term; may renew for up to three successive 2-year terms if no notice of termination provided by either party. **See Sections 2 and 21.**
- UniGas and its contractors are required to provide notice of dates, location, and nature of work to be performed in the ROW. UniGas is required to comply with the City’s ROW Management Ordinance (Chapter 16 – Public Ways and Places). **See Section 4.**
- The franchise agreement constitutes a permit to perform work in the ROW on existing infrastructure and to extend and lay service pipes from the mainline to customers. However, UniGas must seek a permit to lay new mains or replace existing mains. **See Section 4.**
- UniGas must obtain written permission from City to install above ground facilities on City property or any pipe, line or facilities on park or recreational land. **See Section 4.**
- UniGas must provide notice to City of emergency work within 48 hours of initiating such work. **See Section 4.**
- UniGas will pay to the City 5% of Gross Receipts twice a year in January and July. “Gross Receipts” includes the revenues UniGas receives for Gas Sales within the corporate limits of the city. The term also includes other specific revenue generators such as contributions in aid of construction, receipts for Transport Gas, and miscellaneous fees. This payment is in lieu of other fees such as a permit fee. **See Sections 1 and 11.**
- UniGas is required to maintain insurance coverage in compliance with the insurance requirements in the City’s Code of Ordinances. **See Section 24.**



**DRIPPING SPRINGS**  
Texas

- If City learns that UniGas has entered into an agreement with another city requiring a higher franchise fee percentage, the City has the right to request the same terms. **See Section 25.**

**III. Staff Recommendation**

Approval. The City's Utility Counsel, Lloyd Gosselink, negotiated similar, terms as the City's other Gas Franchise. The terms are based on that agreement and the requirements of state law.



## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY (20) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF DRIPPING SPRINGS, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF DRIPPING SPRINGS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:**

**SECTION 1. DEFINITIONS**

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "Affiliate" shall mean any person or entity that directly or indirectly owns or controls, that is directly or indirectly owned or controlled by, or that is under common ownership or control with Grantee.
- B. "City" shall mean the City of Dripping Springs, in Hays County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".
- C. "City Secretary" shall mean the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- D. "City Council" shall mean the City Council of the City as the governing body of the City.
- E. "City Engineer" shall mean the City Engineer of the City, the Public Works Director of the City, or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.

- F. “City Administrator” shall mean the City Administrator of the City or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.
- G. “Customer” shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- H. “Emergency” means sudden and unforeseeable damage to or malfunction of a portion of the System that creates a threat to life, health, or property.
- I. “Franchise Fee” or “Franchise Fees” shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- J. “Franchise Agreement” or “Franchise Ordinance” or “Ordinance” shall mean this Ordinance.
- K. “Gas Sales” shall mean the sale of natural gas to Grantee’s Customers located within the corporate limits of the City by use of the System.
- L. “Gas Transportation” shall mean the transportation of Transport Gas for redelivery to Customers by use of Grantee’s System located within the corporate limits of the City’s Public Ways.
- M. “Grantee” shall mean UNIVERSAL NATURAL GAS, LLC, a Texas limited liability company, and its successors and assigns.
- N. “Gross Receipts” shall mean all revenues derived or received, directly or indirectly, by the Grantee from Gas Sales and the operation of the System within the corporate limits of the City. “Gross Receipts” shall also include:
- [1] Grantee’s total receipts from its transportation of Transport Gas through Grantee’s System within the City (excluding gas sold to another gas utility in the City for resale to its customers within the City);
  - [2] contributions in aid of construction (CIAC);
  - [3] revenues billed but not ultimately collected or received by Grantee; and
  - [4] the following miscellaneous charges: charges to connect, disconnect, or reconnect gas within the City, charges to handle returned checks from consumers within the City, and State gross receipts fees.

Grantee's Gross Receipts subject to the Franchise Fee shall specifically exclude, without limitation:

- [1] receipts from Gas Sales and Gas Transportation services to Customers located at delivery points outside the corporate limits of the City;
- [2] the revenue of any Affiliate of Grantee, to the extent that such revenue is also included in Gross Receipts of the Grantee;
- [3] sales taxes;
- [4] any interest income earned by the Grantee; and
- [5] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Ways.

O. "Permit" shall mean the authorization to Grantee:

- [1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,
- [2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and
- [3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.

P. "Person" shall mean an individual, corporation, general or limited partnership, limited liability company, trust, association, or other business or legal entity.

Q. "Public Ways" shall mean the present and future streets, medians, avenues, boulevards, parkways, roads, lanes, alleys, bridges, sidewalks, easements, highways, public utility easements, viaducts, bridges across waterways, and other public places within the municipal corporate limits of the City, whether dedicated or not, that are owned or controlled by the City and are available for Grantee's use.

R. "System" shall mean Grantee's system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, easements, highways, and any other public place within the municipal corporate limits of the City.

- S. “Transport Gas” shall mean gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee’s System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee’s System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.

## **SECTION 2. GRANT OF FRANCHISE; TERM**

- A. Subject to the terms and conditions of this Franchise Ordinance, the Grantor hereby grants to Grantee, its successors and assigns and Affiliates, for the term of twenty (20) years from the Effective Date of this Ordinance, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee’s System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.
- B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee.
- C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.

## **SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE**

Grantee is expressly given the power and privilege to sell, transfer or assign the franchise granted hereby, or any part of this franchise, to any person, entity or corporation, but Grantee and such buyer, transferee or assignee shall first notify Grantor of: the name of the buyer, transferee or assignee; the type of service(s) intended to be provided through the facilities of such buyer, transferee or assignee; and the name, mailing address, and telephone number of a contact person associated with such buyer, transferee or assignee. Notice shall be sent to City at least ninety (90) days prior to execution of the transfer or assignment by registered or certified mail, return receipt requested, postage prepaid, and addressed to the City at the address and in the manner herein provided.

## **SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS**

- A. Grantee and its contractors shall give Grantor reasonable notice of the dates, location, and nature of all work to be performed on the System within the Public Ways. Grantee’s and its contractors’ use of the Public Ways must comply with Chapter 16 of the City’s Code of Ordinances governing Public Ways and Places, as amended.
- B. Grantee’s System shall be erected, placed, extended, repaired, laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity,

cause the least interference with other existing public uses of the Public Ways, including but not limited to existing sewer, water, pipes, electricity, telephone or communication facilities, public or private drains, and any other facilities within the City and also including those utilities granted by franchise or permit by the City. This Ordinance shall constitute the Permit to perform all work on existing Grantee facilities or the System within the Public Ways or rights of way.

- C. In the event of an Emergency, Grantee shall give Grantor telephone and e-mail notice of the initiation of work or repairs pursuant to the Emergency as soon as practicable under the circumstances, but no later than forty-eight (48) hours after the initiation of such work.
- D. Except in the case of an Emergency, within the City's full purpose jurisdiction, when Grantee desires to lay any new mains or replace any existing mains hereunder, and before commencing its new construction work or replacement of mains, it shall submit to the City Engineer, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new or replacement mains and pipes. The City Engineer, or other proper authority, shall by written notice, either issue or deny the Permit to Grantee. Approval by the City Engineer, or other proper authority, shall constitute the Permit to Grantee for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee or the replacement of existing mains and pipes as shown on the plan.

In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Administrator, and if not approved within ten (10) calendar days by the City Manager, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within ten (10) calendar days, the appeal will be deemed denied unless agreed otherwise in writing by Grantee and the City. Appeal of any decision made by the City Council shall be made to the District Court of Hays County, Texas, and an appeal from any decision of the District Court shall be as in all other civil actions.

This Subsection 4.D. shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City's full purpose jurisdiction.

- E. It shall not be necessary for Grantee to secure a Permit for the laying of service pipes from the mainline pipes of Grantee to its Customers, but Grantee must provide notice to City of such work in compliance with Section 4.A of this Ordinance.
- F. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the Grantor's reasonable standards and specifications.
- G. Grantee shall not install any pipe, line or facility within any park or recreational land, and shall not install any above ground facility on City property, without specific written

permission from City. Grantee may petition City Council for permission to cross park lands and any such permission shall be in the sole discretion of City Council.

## **SECTION 5. REGULATION OF SERVICE**

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice, and in accordance with all State, Federal and City regulations, and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

## **SECTION 6. DEPTH OF PIPELINES**

After the Effective Date of this franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules, regulations and company policies establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

## **SECTION 7. DUTY TO MOVE OR ALTER LINES**

- A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by Grantor or its agents' or contractors' negligence.
- B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement, if Grantee provides the Grantor its appropriate cost and expense documentation prior to the filing of the application. Grantor shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to Grantor.
- C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.
- D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, the Grantee



shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

**SECTION 8. INDEMNIFICATION**

Grantee and its successors and assigns shall indemnify, save, defend, protect and hold City and its agents, successors, assigns, legal representatives, employees, contractors, elected and non-elected officials and officers harmless from and against any and all claims, damages, losses, liabilities, demands, costs, causes of action, settlements, awards, penalties, fees assessments, fines, charges, demands, liens, punitive damages, attorney fees and judgments of every kind or character, known or unknown, fixed or contingent (collectively “Claims”) arising out of the acts or omissions of the Grantee, its servants, agents, employees, contractors, subcontractors, licensees, or any other person or entity in connection with the Grantee and the operation of this franchise, including without limitation any Claims arising from tort, personal injury, death, property damage or nuisance, provided however, that in the event of such Claims or Claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such Claims. The indemnity provided for in this paragraph shall not apply to any Claims or liability resulting from the acts, omissions, or negligence of the City, its agents, legal representatives, employees, contractors, elected and non-elected officials and officers or any other person or entity in connection with the City.

**SECTION 9. GRANTEE’S RATES, RULES AND REGULATIONS**

- A. The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority.
- B. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, any tariffs filed with Railroad Commission of Texas, available on the Railroad Commission of Texas’s website, and attached to this Franchise Agreement as Exhibit A. Grantee shall maintain on file with City copies of its current tariffs, schedules, rates and charges, customer service provisions, and line extension policies (collectively its “Rates”) for the duration of this Ordinance.

**SECTION 10. INSPECTION OF RECORDS**

Grantee shall permit Grantor or its agents to inspect, examine and audit, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee’s pipelines in the City, and the books and records necessary to verify the Franchise Fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide

redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section.

## **SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE**

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- [1] Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts as defined in Section 1 of the Franchise Agreement. All sums due from Grantee shall be in lieu of all other Franchise Fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
- [2] Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the Effective Date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City on January 31<sup>st</sup> (for the last six months of the prior calendar year) and July 31<sup>st</sup> (for the first six months of the calendar year). Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.
- [3] Any payments that are received after 5:00 P.M. on the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the Grantor. Interest shall be calculated in accordance with the interest rate for customer deposits established in accordance with Texas Utilities Code Section 183.003 for the time period involved.
- [4] It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the Texas Tax Code Sections 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, Franchise Fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.



- B. The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation, or firm.

## **SECTION 12. CONDITIONS OF FRANCHISE**

- A. This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, regulations, and ordinances of Grantor now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.
- B. To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adoption and acceptance of this Ordinance.
- C. In addition to all other rights, powers and remedies retained by the Grantee and Grantor under this Franchise Agreement or otherwise, in the event a dispute arises regarding the obligations under this Franchise Agreement, the Grantor shall give written notice specifying the nature of the dispute to the Grantee. The Grantee shall have 45 days from receipt of such notice to remedy the dispute. If the cure cannot reasonably be completed within such 45-day period, commercially reasonable best efforts to complete such cure shall be used. In the event a remedy does not occur, the Grantor shall give 20 days' written notice of intent to pursue additional judicial and/or legal remedies to the Grantee, including but not limited to injunctions to prevent breaches of this Franchise Agreement and to enforce specifically the terms and provisions of this Franchise Agreement. Actions taken by Grantee in order to comply with then-current laws and regulations shall not be considered grounds for a dispute hereunder. Nothing herein shall be construed to limit Grantee's or Grantor's right to seek judicial determination of a breach of this Franchise Agreement.

## **SECTION 13. INVALIDITY OF ORDINANCE; SEVERABILITY**

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and

Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

**SECTION 14. EFFECTIVE DATE**

This Ordinance shall take effect and be in full force immediately upon the date of its final passage (“Effective Date”).

**SECTION 15. ACCEPTANCE BY GRANTEE**

Grantee has consented to and agrees with this Franchise Agreement herein contemplated in this Ordinance as evidenced by the notarized signature of an authorized representative of Grantee on page 13.

**SECTION 16. REPEALER**

In the event any other ordinance or part thereof is directly in conflict with any provision herein, this Ordinance shall govern and control.

**SECTION 17. NO WAIVER OF POWER**

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Grantee shall not be construed as a limitation of the powers and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Grantee shall perform all duties required by it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

**SECTION 18. CITY RESERVES POWER**

The City retains exclusive control over its Public Ways, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Grantee to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Grantee’s systems shall be made at Grantee’s expense, subject to the Grantee’s right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

**SECTION 19. VENUE**

This Franchise Agreement is performable in Hays County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Hays County, Texas.

## **SECTION 20. ANNEXATIONS**

Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice. Upon receipt of notice of annexation from the City, Grantee shall have one hundred eighty (180) days to begin collecting and paying the Franchise Fee for any revenues received from Grantee's customers residing in the newly annexed territories.

## **SECTION 21. RENEWAL OF FRANCHISE**

Upon expiration of the initial twenty (20) year term of this Franchise Agreement, unless one of the parties provides sixty (60) days' written notice of termination to the other party hereto, this Franchise Agreement shall be automatically renewed for up to three (3) successive terms, with each renewal term lasting for two (2) years. Either party may provide written notice of termination to the other party prior to the expiration of a renewal term but must do so at least forty-five (45) days prior to the expiration of said renewal term.

## **SECTION 22. NOTICES**

Notices to the City shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

City of Dripping Springs  
Attn: City Administrator  
P.O. Box 384  
Dripping Springs, Texas 78620

Notices to Grantee shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.)  
Attn: General Counsel  
9950 Woodloch Forest Drive, 22<sup>nd</sup> Floor  
The Woodlands, TX 77380

Any party may change the address to which notices, and other communications hereunder, are to be delivered by giving notice to the other party in the manner described herein.

## **SECTION 23. PROOF OF ABILITY TO PERFORM UNDER THIS FRANCHISE**

At the City's request, the Grantee will provide a copy of its Annual Report to the City Administrator each year as proof of its financial ability to perform the duties required by this franchise.

**SECTION 24. INSURANCE**

During the term hereof, the Grantee shall maintain one or more policies of general liability insurance that complies with Section 16.03.035 of the City’s Code of Ordinances, as amended. Upon the Effective Date of this Franchise Ordinance, Grantee will provide proof of its insurance in accordance with this section and in the case of a material reduction in coverage thereafter.

**SECTION 25. IMPACT OF OTHER MUNICIPAL FRANCHISE AGREEMENTS**

If Grantee should at any time after the Effective Date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public ways in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Grantee to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City’s acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Grantee may grant, in its sole reasonable discretion, such waiver.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this 15th day of April, 2024.

UNIVERSAL NATURAL GAS, LLC

By: *Richard Bard*

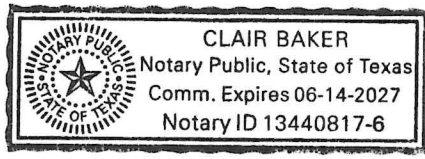
Name: Richard Bard

Title: SVP - Engineering

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 15<sup>th</sup> day of April, 2024, by Richard Bard, SVP-Eng of UNIVERSAL NATURAL GAS, LLC, and who represents he has been given authority to sign this Agreement by and on behalf of said entity.



*Clair Baker*  
Notary Public, State of Texas

**UNIVERSAL NATURAL GAS, LLC D/B/A UNIVERSAL NATURAL GAS, INC.  
RESIDENTIAL SERVICE  
RATE SCHEDULE RES**

**AVAILABILITY**

This schedule is available to residential consumers receiving natural gas service from UNIGAS (hereinafter called "Company").

**APPLICATION OF SCHEDULE**

The Company will provide distribution service for the delivery of gas supply through the Company's facilities to eligible residential customers residing in single family or multi-unit residential dwellings in which each unit requires a separate connection and meter. Gas supplied hereunder is for the individual use of the Consumer at one point of delivery and shall not be resold or shared with others. If the Consumer has a written contract with Company, the terms and provisions of such contract shall be controlling.

**BASE MONTHLY RATE**

For bills rendered on and after the effective date of this rate schedule, the monthly billing period rate for each customer receiving service under this rate schedule shall be the sum of the following:

Monthly Customer Charge:	\$34.81
Base Charge:	\$18.00
Interim Rate Adjustments (IRA) <sup>1</sup> :	\$16.81
All Gas Consumed at:	\$3.14 per Mcf

**OTHER ADJUSTMENTS**

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule COG.

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<sup>1</sup> 2021 IRA - Case No. 00009430 \$7.43; 2022 IRA – Case No. 00012763 \$9.38

Taxes: Plus applicable taxes and fees related to above in accordance with the provisions of Rate Schedule TAXES.

Pipeline Safety Inspection Fee: The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety Inspection Fee, Rate Schedule PSFUG.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Rate Case Expense Rider: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.

Miscellaneous Service Charges: The billing shall reflect adjustments in accordance with provisions of the Miscellaneous Service Charges, Rate Schedule M.

**UNIVERSAL NATURAL GAS, LLC D/B/A UNIVERSAL NATURAL GAS, INC.**  
**COMMERCIAL SERVICE**  
**RATE SCHEDULE COMM**

**AVAILABILITY**

This schedule is available to commercial and other non-residential (hereinafter called "Commercial") customers receiving natural gas service from UNIGAS (hereinafter called "Company").

**APPLICATION OF SCHEDULE**

The Company will provide distribution service for the delivery of gas supply through the Company's facilities to eligible Commercial customers in which each unit requires a separate connection and meter. Gas supplied hereunder is for the individual use of the Customer at one point of delivery and shall not be resold or shared with others. If the Customer has a written contract with Company, the terms and provisions of such contract shall be controlling.

**BASE MONTHLY RATE**

For bills rendered on and after the effective date of this rate schedule, the monthly billing period rate for each customer receiving service under this rate schedule shall be the sum of the following:

<b><u>UNIGAS – COMMERCIAL TARIFF MATRIX</u></b>				
<b><u>COMMERCIAL CUSTOMER DESCRIPTION</u></b>	<b><u>MONTHLY CONSUMPTION CRITERIA</u></b>		<b><u>BASE MONTHLY RATE</u></b>	
	<b><u>Equal to or Greater Than:</u></b>	<b><u>Less Than or Equal to:</u></b>	<b><u>Monthly Customer Charge</u></b>	<b><u>Commodity</u></b>
	Small Commercial	<i>0.0 Mcf/Mth.</i>	<i>150.0 Mcf/Mth.</i>	<i>\$45.00/Mth. (Base) + \$66.97/Mth. (Interim Rate Adj.)<sup>1</sup> = \$111.97 /Mth. (Total)</i>

<sup>1</sup> 2021 IRA - Case No. 00009430 \$27.11; 2022 IRA – Case No. 00012763 \$39.86



Large Commercial	150.1 Mcf/Mth.	N/A	\$175.00 /Mth. (Base) + \$1,061.46/Mth. (Interim Rate Adj.) <sup>2</sup> =  \$1,236.46/Mth. (Total)	\$2.91/Mcf
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### **OTHER ADJUSTMENTS**

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule COG.

Pipeline Safety Inspection Fee: The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety Inspection Fee, Rate Schedule PSFUG.

Taxes: Plus applicable taxes and fees related to above in accordance with the provisions of Rate Schedule TAXES.

Rate Case Expense Rider: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.

Miscellaneous Service Charges: The billing shall reflect adjustments in accordance with provisions of the Miscellaneous Service Charges, Rate Schedule M.

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<sup>2</sup> 2021 IRA - Case No. 00009430 \$495.07; 2022 IRA – Case No. 00012763 \$566.39

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF DRIPPING SPRINGS,  
TEXAS, APPOINTING CITY SECRETARY FOR THE CITY  
OF DRIPPING SPRINGS.**

**WHEREAS,** the City Council of the City of Dripping Springs, Texas (the “City”), desires to appoint a City Secretary for the City of Dripping Springs, Texas; and

**WHEREAS,** Section 22.071 of the Texas Local Government Code creates the office of City Secretary; and

**WHEREAS,** the City Secretary’s duties and powers are outlines in Section 22.073 of the Texas Local Government Code that meets the requirements of that section; and

**WHEREAS,** the City Secretary appointee has agreed to faithfully discharge the duties of City Secretary; and

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

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

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

Section 2. The City Council hereby appoints:

Hector Gomez

as the City Secretary for the City of Dripping Springs, Texas, as a municipal officer under Section 22.071 of the Texas Local Government Code.

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

**PASSED AND APPROVED this, the 7<sup>th</sup> day of May, 2024, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas:**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



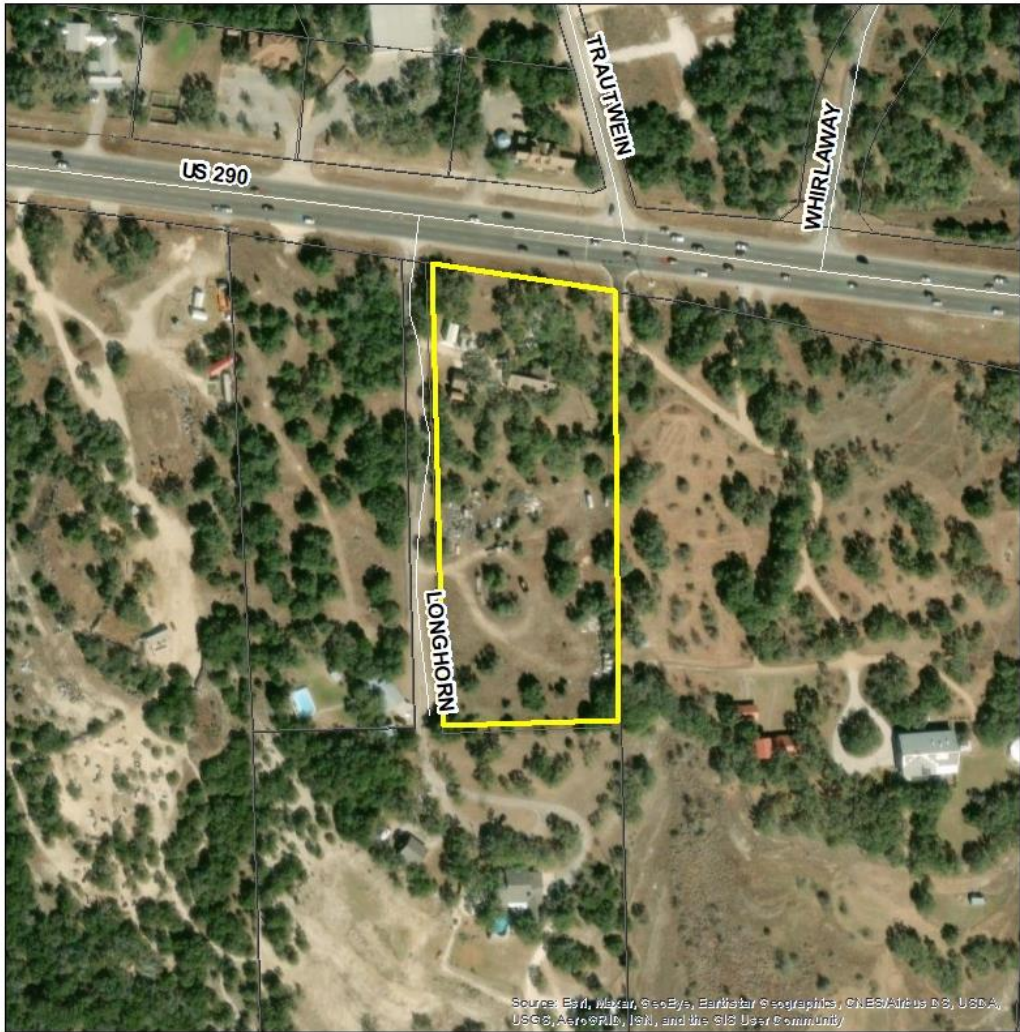
# City Council Planning Department Staff Report

Item # 7.

**City Council Meeting:** February 7, 2023  
**Project No:** ANNEX2022-0004  
**Project Planner:** Tory Carpenter, AICP – Senior Planner

### Item Details

**Project Name:** Besa Property Annexation  
**Property Location:** 4300 E US 290  
**Legal Description:** 5 Acres out of the G N RR Co Survey  
**Applicant:** Daniel Besa  
**Property Owners:** Daniel & Pat Besa  
**Request:** Annexation  
**Recommendation:** Staff recommends approval of the annexation request.



**Location Map**

AN2022-0004  
4300 E US 290

- Roads
- Parcel Lines
- Site

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**Overview**

The applicant requests annexation of approximately 5.00 acres of land which is currently in the City’s ETJ. The applicant also applied for a zoning amendment for “CS,” Commercial Services.

On November 15, the City Council voted to approve negotiations of the annexation and the schedule below.

**Annexation and Zoning Schedule**

November 15, 2022 – City Council authorized staff to negotiate the services agreement and proceed with annexation.

January 28, 2022 – The Planning & Zoning Commission conducted a public hearing and voted unanimously to recommend approval of the zoning amendment to CS.

February 7, 2022 – City Council will hold a public hearing, consider an annexation ordinance, and consider the municipal services agreement for annexation of the property.

February 7, 2022 – If annexation is approved, City Council will conduct a public hearing and consider the proposed zoning designation of CS.

**Public Notification**

Notice of the public hearing was posted in the newspaper and mailed to all service providers and taxing entities for the property.

**Annexation Benefits & Detriments**

**Benefits to the City for Annexation:**

- Landscaping Ordinance Applies
- Lighting Ordinance Applies
- Land Use Control
- Compliance with Building Codes

**Detriments to the City for Annexation**

- Properties in the corporate limits are afforded an increase in impervious cover (70% vs 35%)

**ETJ Annexation Comparison**

	<b>ETJ</b>	<b>City Limits (CS)</b>
<b>Impervious Cover</b>	35%	70%
<b>Landscaping</b>	Does not apply	Applies
<b>Lighting Ordinance</b>	Does not apply (unless variance requested)	Applies
<b>Land Use Control</b>	None	Limited to Commercial Services

**Attachments**

Exhibit 1: Annexation Request

Recommended Action:	Staff recommends approval of the annexation request
Alternatives/Options:	Refusal of the proposed annexation petition.
Budget/Financial Impact:	None calculated at this time, however, those properties in the city limits could be subject to property taxes depending on ownership.
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A



City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

## ANNEXATION APPLICATION

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

### CONTACT INFORMATION

PROPERTY OWNER NAME St. Martin de Porres Catholic Church (Diocese of Austin, Bishop's Office)

STREET ADDRESS 6225 Hwy 290 E

CITY Austin STATE Texas ZIP CODE 78723

PHONE (512) 858-5667 EMAIL frjustin@stmartindp.org

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting

STREET ADDRESS PO Box 172

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE (512) 568-2184 EMAIL jthompsonconsultingds@gmail.com

### TYPE OF ANNEXATION APPLICATION

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

## PROPERTY INFORMATION

PROPERTY OWNER NAME	Diocese of Austin, c/o Bishop Gregory Aymond, or Bishop's Office
PROPERTY ADDRESS	26160 RR 12, Dripping Springs, Texas 78620
CURRENT LEGAL DESCRIPTION	Portions of Lots 1 & 2 of the St. Martins Subdivision
TAX ID#	R43486 & R43487
CURRENT LAND USE	Church related use
REQUESTED ZONING	GUI
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	These 18.1 acres are a hole in the city limits and portions of the HaysCAD parcels are already annexed into the City. This annexation unifies all of the Church's property into the city limits.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	Improvements for the expansion of the St. Martin de Porres Catholic Church expansion.



**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Vol. 762, Pg. 329.) and V2253, P354

Rev. Justin Nguyen  
Name

Pastor  
Title

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §



This instrument was acknowledged before me on the 23 day of JAN,  
2024  
2021 by Justin Nguyen.

Casey Jones  
Notary Public, State of Texas

My Commission Expires: 7/7/2024

Jon Thompson, J Thompson Professional Consulting  
Name of Applicant



**ANNEXATION APPLICATION SUBMITTAL**

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

  
 Applicant Signature

01/19/24  
 Date

**CHECKLIST**

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u> <b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/>	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of any Agreements with City including Utility or Development ( <i>if applicable</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Information related to property's presence in a special district

Received on/by: \_\_\_\_\_

Project Number: \_\_\_\_\_ - \_\_\_\_\_  
Only filled out by staff



DRIPPING SPRINGS  
Texas

**BILLING CONTACT FORM**

Project Name: St. Martin de Porres Catholic Church Annexation

Project Address: 26160 RR 12, Dripping Springs, Texas 78620

Project Applicant Name: Jon Thompson, J Thompson Professional Consulting

**Billing Contact Information**

Name: Father Justin Nguyen, St. Martin de Porres Catholic Church

Mailing Address: PO Box 1062

Dripping Springs, Texas 78620

Email: frjustin@stmartindp.org Phone Number: (512) 858-5667

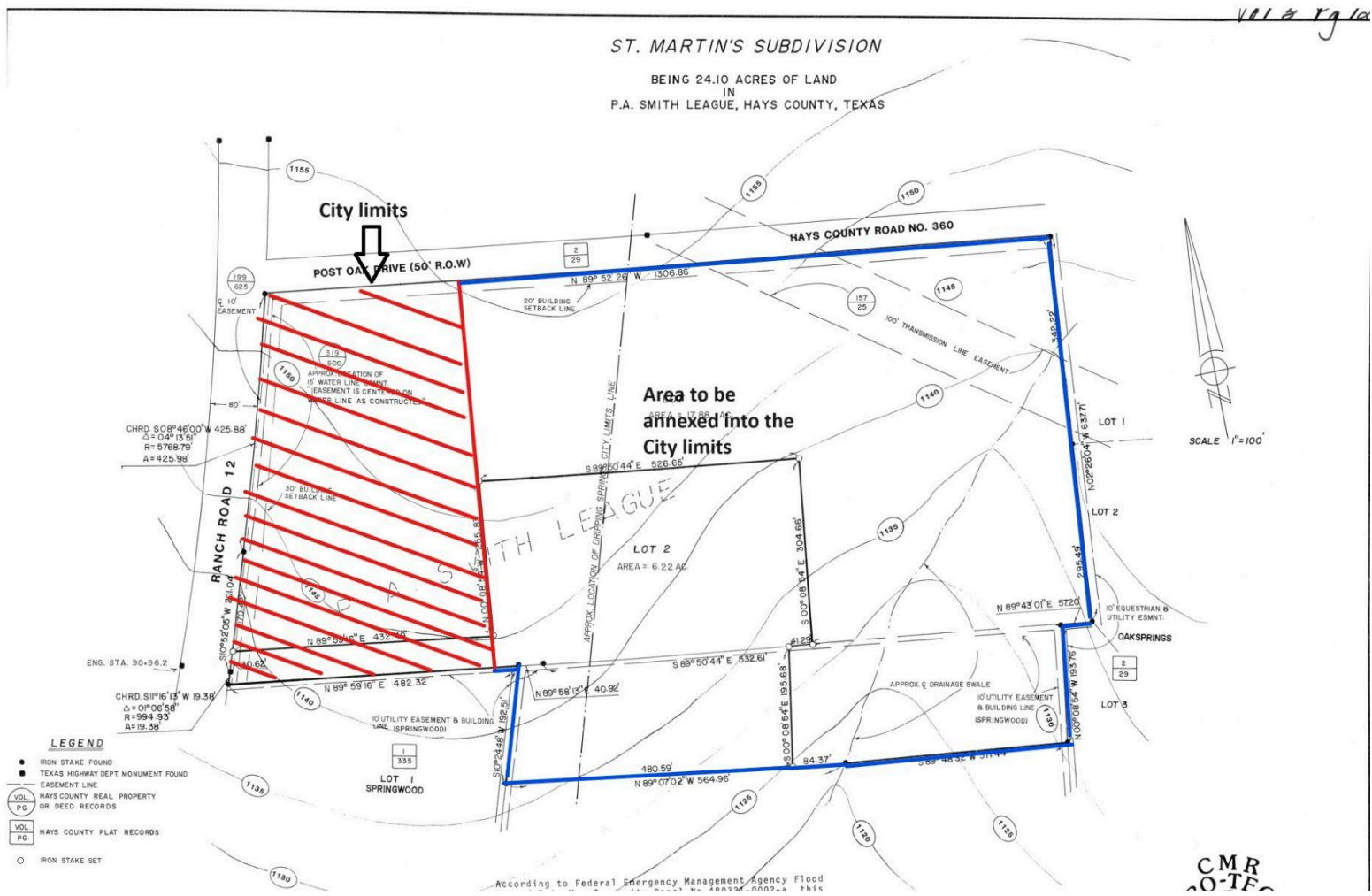
Type of Project/Application (check all that apply):

- Alternative Standard
- Certificate of Appropriateness
- Conditional Use Permit
- Development Agreement
- Exterior Design
- Landscape Plan
- Lighting Plan
- Site Development Permit
- Special Exception
- Street Closure Permit
- Subdivision
- Waiver
- Wastewater Service
- Variance
- Zoning
- Other Annexation

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Jon Thompson  
Signature of Applicant

01/19/24  
Date



St. Martin de Porres Catholic Church Area to be Annexed

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE  
CITY OF DRIPPING SPRINGS, TEXAS AND  
BISHOP OF THE DIOCESE OF AUSTIN**

This Municipal Services Agreement (“Agreement”) is entered into on \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, (“City”) and Bishop of the Diocese of Austin (“Owner”).

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 18.1 acres of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit “A” attached and incorporated herein by reference (“Property”);

**WHEREAS**, City and Owner desire to set out the City services and Owner duties to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

**NOW THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:**

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit “A”.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its owner(s):

**a. POLICE PROTECTION**

The City does not provide municipal police protection but has an agreement with Hays County for protection through the Hays County Sheriff’s Office.

**b. FIRE SERVICE**

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue. Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

**c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES**

The City will provide Building and Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

**d. LIBRARIES**

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

**e. ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT SERVICES**

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance. Septic permitting services, where applicable, is also provided by the City.

**f. PLANNING AND ZONING**

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

**g. PARKS AND RECREATION**

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

**h. STREET AND DRAINAGE MAINTENANCE**

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

**i. STREET LIGHTING**

The City provides street lighting to public streets in the area in accordance with standard City Policy as the area develops.

**j. TRAFFIC ENGINEERING**

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area for any public roads.

**k. SANITATION/SOLID WASTE COLLECTION AND DISPOSAL**

The City does not directly provide municipal sanitation/solid waste collection and disposal

services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

**l. WATER SERVICE**

The City is a water provider however, the City will not be the water provider for this property. Water service is available from the Dripping Springs Water Supply Corporation.

**m. SEWER SERVICE**

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors. In some instances, the owners of annexed property have expressly waived any demands for sewer service pursuant to development agreements.

**n. MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

**4. ANNEXED PROPERTY REQUIREMENTS.**

**a. LIGHTING**

The Property Owner agrees to bring the property into compliance with City's adopted regulations for outdoor lighting within one year after completion of the annexation process.

**b. ZONING**

The property shall be zoned Agriculture upon annexation unless zoning occurs concurrently with annexation process. If zoning does not occur concurrently, the Property Owner shall request rezoning to occur on or before the 120th day after annexation as required by City Ordinance.

**5. AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

**6. SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

**7. INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

- 8. GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Hays County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Hays County, Texas.
- 9. NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 10. GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- 11. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 12. CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 13. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
- 14. ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.**

**[Signature page follows.]**

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

**OWNER-BISHOP OF THE DIOCESE OF AUSTIN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**STATE OF TEXAS** §

§

**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024  
by, \_\_\_\_\_ [Name and title of individual signing] of on behalf of said  
\_\_\_\_\_ [insert name of company or individual if applicable].

\_\_\_\_\_  
Notary Public, State of Texas



**STATE OF TEXAS**                   §  
  §  
**COUNTY OF HAYS**               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023  
by, \_\_\_\_\_ [Name and title of individual signing] of on behalf of said  
\_\_\_\_\_ [insert name of company or individual if applicable].

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**  
**Legal Description and Location Map**

**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO.**

**18.01 ACRES OUT OF THE ST. MARTIN’S SUBDIVISION,  
HAYS COUNTY, TEXAS**

**ANNEXATION ORDINANCE**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 18.1 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

**WHEREAS,** the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

**WHEREAS,** Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

**WHEREAS,** the City received a written petition requesting the voluntary annexation of the area described in Exhibit “A” on January 23, 2024.

**WHEREAS,** the area identified in Exhibit “A,” approximately 18.1 acres in the St. Martins Subdivision, Hays County, Texas, is in the extraterritorial jurisdiction of the City; and

**WHEREAS,** the City Council granted the petition and allowed City staff to proceed with negotiating the service agreement with the property owner, in accordance with Section 43.0672 of Texas Local Government Code;

**WHEREAS,** the City Council conducted a public hearing and considered testimony regarding the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on May 7, 2024;

**WHEREAS,** the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

**1. FINDINGS OF FACT**

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Dripping Springs, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

**2. ANNEXATION OF TERRITORY**

- A.** The property in the area described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.
- B.** The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.
- C.** A service plan agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code, and is attached hereto as Exhibit “B” and incorporated herein for all intents and purposes.
- D.** The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

**3. EFFECTIVE DATE**

This ordinance is effective and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

**4. FILING**

- A.** The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B.** The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C.** The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D.** The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the

annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller’s Office.

**5. SEVERABILITY**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

**6. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of the City of Dripping Springs, Texas.

**THE CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds Jr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Secretary

**Exhibit "A"**  
**DESCRIPTION OF AREA TO BE ANNEXED**

DRAFT

**Exhibit "B"**  
**Municipal Services Agreement**

DRAFT



City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ZONING/PDD AMENDMENT APPLICATION**

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

**CONTACT INFORMATION**

PROPERTY OWNER NAME St. Martin de Porres Catholic Church (Diocese of Austin, Bishop's Office)  
STREET ADDRESS 6225 Hwy 290 E  
CITY Austin STATE Texas ZIP CODE 78723  
PHONE (512) 858-5667 EMAIL frjustin@smartindp.org

APPLICANT NAME Jon Thompson  
COMPANY J Thompson Professional Consulting  
STREET ADDRESS PO Box 172  
CITY Dripping Springs STATE Texas ZIP CODE 78620  
PHONE (512) 568-2184 EMAIL jthompsonconsultingds@gmail.com

**REASONS FOR AMENDMENT**

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

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

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

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



<b>PROPERTY &amp; ZONING INFORMATION</b>	
PROPERTY OWNER NAME	Father Justin Nguyen, St. Martin de Porres Catholic Church
PROPERTY ADDRESS	26160 RR 12, Dripping Springs, Texas 78620
CURRENT LEGAL DESCRIPTION	portions of St. Martins Subdivision, Lots 1 & 2
TAX ID#	R43486 & R43487
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS Application for annexation submitted <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	Upon annexation - AG
REQUESTED ZONING/AMENDMENT TO PDD	GUI
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	These 18.1 acres are a hole in the city limits and portions of the HaysCAD parcels are already annexed into the City. This annexation unifies all of the Church's property into the city limits.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	Improvements for the expansion of the St. Martin de Porres Catholic Church expansion.

**COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \****(See attached agreement).* YES (REQUIRED)\*  YES (VOLUNTARY)\*  NO\*

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

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

### ZONING AMENDMENT SUBMITTAL

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

Jon Thompson  
Applicant Signature

01/19/24  
Date

### CHECKLIST

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

**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Vol. 762, Pg. 329.) and V2253, P354

Rev. Justin Nguyen

Name

Pastor

Title



STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the 23 day of JAN

2024  
202 by Justin Nguyen.

Casey Jones  
Notary Public, State of Texas

My Commission Expires: 7/7/2024

Jon Thompson

Name of Applicant

Received on/by: \_\_\_\_\_

Project Number: \_\_\_\_\_  
Only filled out by staff



DRIPPING SPRINGS  
Texas

**BILLING CONTACT FORM**

Project Name: St. Martin de Porres Catholic Church (newly annexed) Zoning Amendment

Project Address: 26160 RR 12, Dripping Springs, Texas 78620

Project Applicant Name: Jon Thompson, J Thompson Professional Consulting

**Billing Contact Information**

Name: Father Justin Nguyen, St. Martin de Porres Catholic Church

Mailing Address: PO Box 1062  
Dripping Springs, Texas 78620

Email: frjustin@stmartindp.org Phone Number: (512) 858-5667

Type of Project/Application (check all that apply):

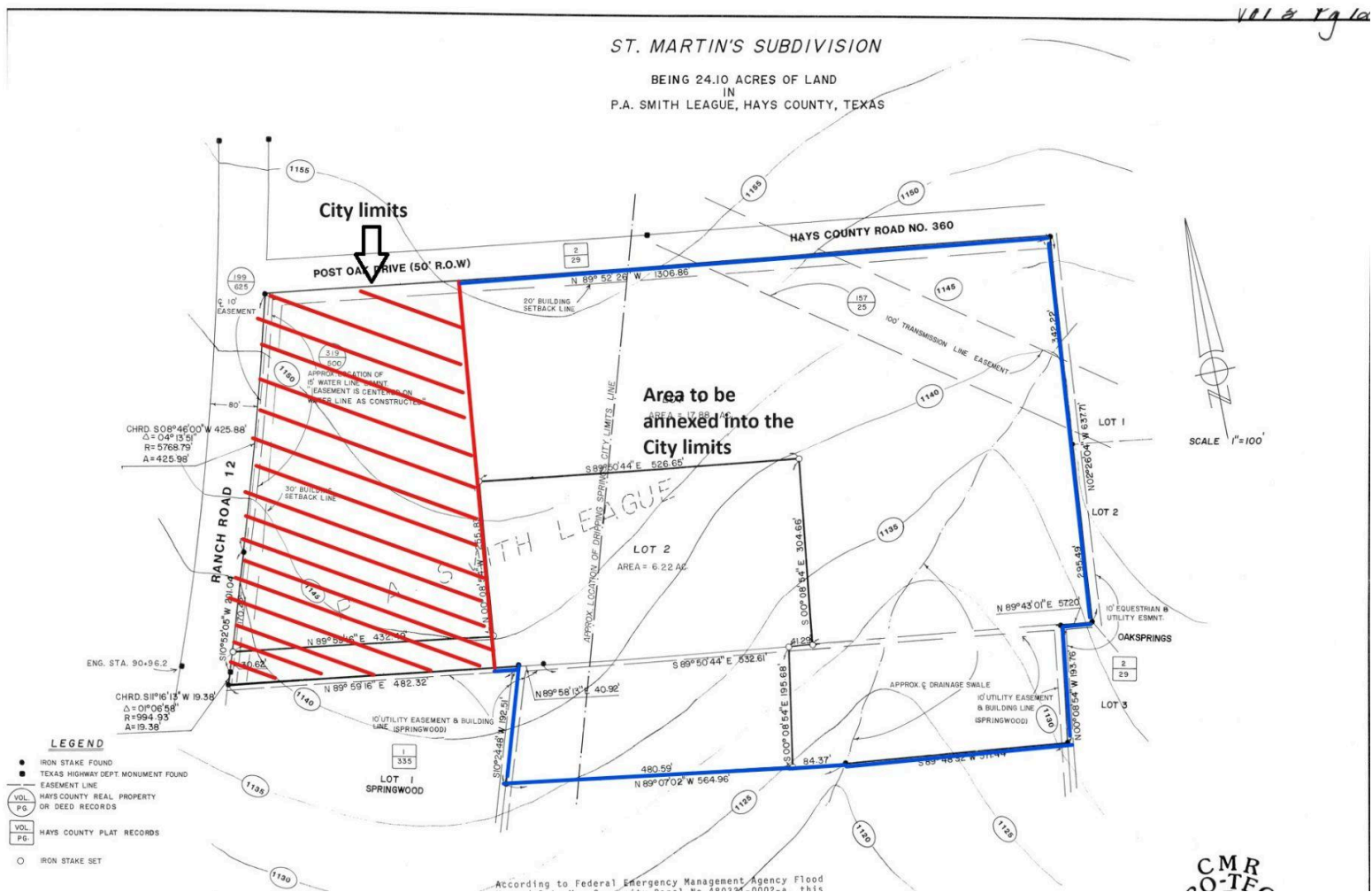
- Alternative Standard
- Certificate of Appropriateness
- Conditional Use Permit
- Development Agreement
- Exterior Design
- Landscape Plan
- Lighting Plan
- Site Development Permit
- Special Exception
- Street Closure Permit
- Subdivision
- Waiver
- Wastewater Service
- Variance
- Zoning
- Other \_\_\_\_\_

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Jon Thompson  
Signature of Applicant

1/19/24  
Date





St. Martin de Porres Catholic Church Area to be Annexed

**CITY OF DRIPPING SPRINGS**  
**ORDINANCE No. 2024-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 18.1 ACRES FROM AGRICULTURAL (AG) DISTRICT TO GOVERNMENT, UTILITY, AND INSTITUTIONAL (GUI) AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

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

**WHEREAS**, the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment “A” and totaling approximately 18.1 acres, from Agricultural (AG) to Government, Utility, and Institutional (GUI); and

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

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

**WHEREAS**, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on April 23, 2024, to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

**WHEREAS**, after public hearing held by the City Council on May 7, 2024, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

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

**WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

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

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

One tract of land totaling approximately 18.1 acres and described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned Agricultural (AG) to Government, Utility, and Institutional(GUI).

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. CHANGE ON ZONING MAP**

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

**6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage.

**7. PROPER NOTICE & MEETING**

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

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

**CITY OF DRIPPING SPRINGS:**

By: \_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

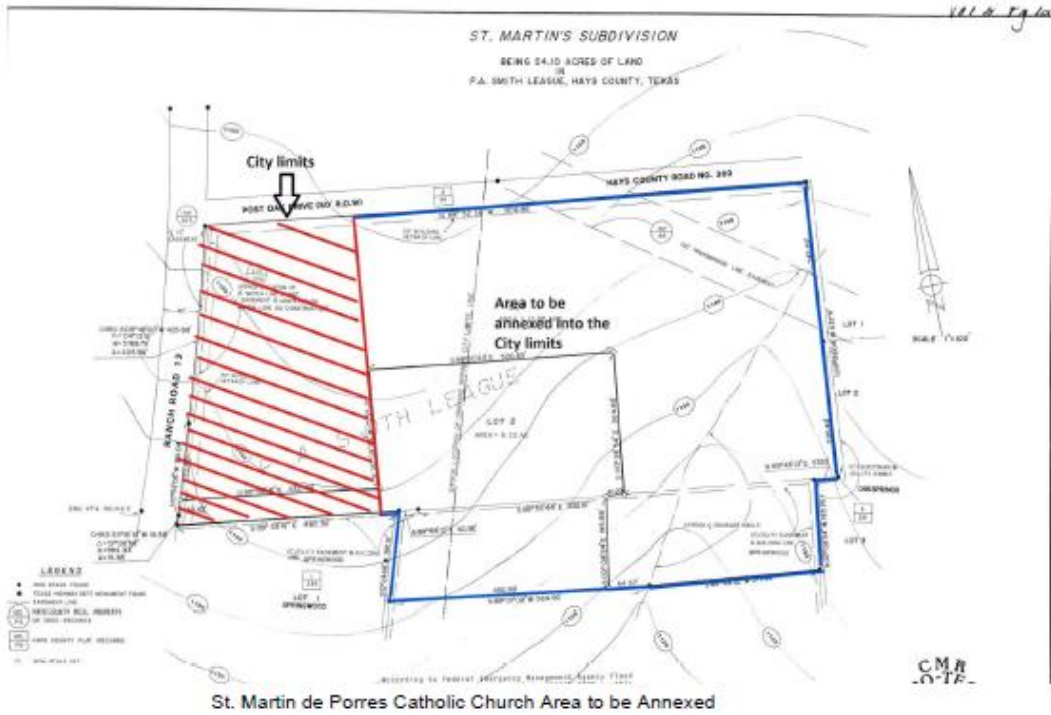
\_\_\_\_\_  
Hector Gomez, City Secretary



*Attachment "A" Description of Tract*

230 Post Oak Dr, Dripping Springs, TX 78620, and 26160 RR 12, Dripping Springs, TX 78620.  
Legal Descriptions: ST MARTINS SUBD LOT 1 17.88 AC EXEMPT 1-1-96 and ST MARTINS  
SUBD LOT 2 6.22 AC.

Attachment "B"  
18.1 acres Property Depiction





# City Council Planning Department Staff Report

**City Council Meeting:** May 7, 2024  
**Project No:** ZA2024-001  
**Project Planner:** Tory Carpenter, AICP – Planning Director

## Item Details

**Project Name:** 575 Old Fitzhugh Rd  
**Property Location:** 575 Old Fitzhugh Rd  
**Legal Description:** 0.483 acres out of the Philip A Smith Survey  
**Applicant:** McKena Strobel  
**Property Owners:** 575 Old Fitzhugh LLC  
**Request:** Zoning Amendment from Single Family (SF-1) to Local Retail (LR)  
**Recommendation:** Staff recommends acceptance of the zoning amendment.



# Planning Department Staff Report

## Overview

On April 4, 2024 the Historic Preservation Commission approved alterations to the existing structure which includes a covered entrance, ADA ramp, rear patio, and on-site parking.

At their regularly scheduled meeting on April 23, the Planning & Zoning Commission voted unanimously to recommend approval of this zoning amendment request.

The applicant is requesting a zoning amendment from SF-1 to LR to allow for various office and retail uses.

*Per Ch. 30 Exhibit A, §3.5-3.6*

- **SF-1 – Single-family residential district—Low density:** *The AG, agriculture district is designed to permit the use of land for the ranching, propagation and cultivation of crops, small-scale horticultural enterprises, and similar uses. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agriculture. It is anticipated that some portion of agriculturally zoned land may eventually be rezoned to another zoning classification in the future.*

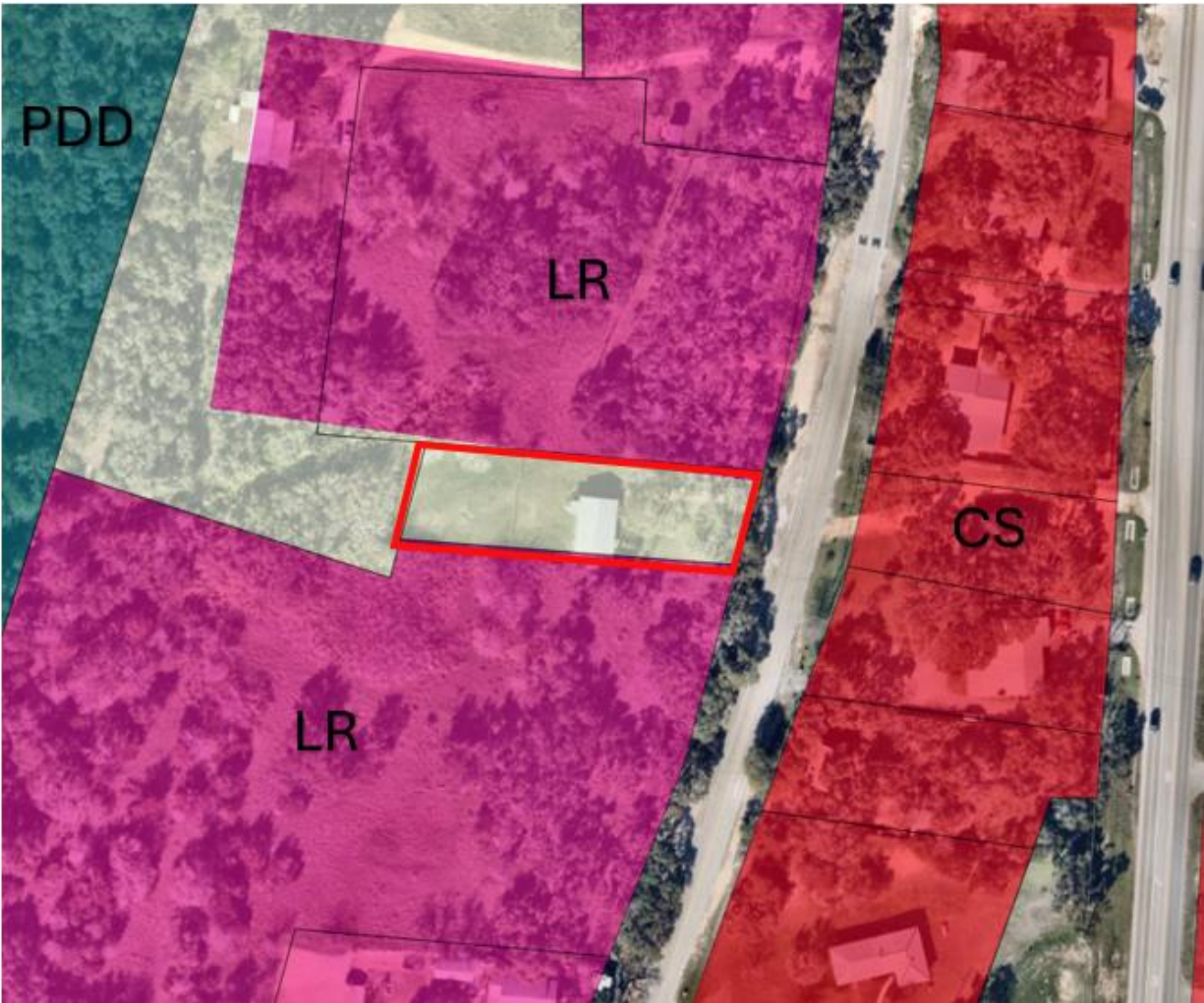
The applicant is requesting a zoning amendment to “LR”

- **LR – Local Retail:** *The LR, local retail district is established to provide areas for low intensity, specialized retail sales that are intended to service local neighborhoods, citizens, and visitors of the city. Bed-and-breakfasts are permitted within local retail districts. General, office, regional commercial, or commercial services uses should not be permitted.*

## Analysis

	SF-1	LR	Differences between SF-1 & LR
<b>Max Height</b>	2.5 stories / 40 feet	2 stories / 40 feet	None
<b>Min. Lot Size</b>	1 acre	5,000 square feet	0.89 acres less
<b>Min. Lot Width</b>	Unregulated	50 feet	50 feet more
<b>Min. Lot Depth</b>	Unregulated	100 feet	100 feet
<b>Min. Front/Side/Rear Yard Setbacks</b>	25 feet / 15 feet / 25 feet	15 feet / 10 feet / 10 feet	10 feet / 5 feet / 5 feet less
<b>Impervious Cover</b>	30%	60%	30% more

Surrounding Properties



Direction	Zoning District	Existing Use	Future Land Use
North	LR	Single Family	N/A
East	CS	Child Care / Salon	
South	LR	Vacant / Sidecar Tasting Room	
West	SF-1	Vacant / Single Family	



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

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

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	This zoning change is consistent with existing development in the area, particularly with other properties on the west side of Old Fitzhugh Rd.
2. their relationship to the general area and the City as a whole;	The zoning district would allow for various office and light retail uses.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	There are plans to improve old Fitzhugh Road to improve pedestrian amenities. Retail uses are consistent with this plan.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This request would not make other land unavailable for development.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	There have not been recent requests for Local Retail in this area.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	No areas designated for Local Retail will be affected by this proposed amendment.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this request would not treat the subject parcel differently from other similarly situation parcels.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	The rezoning does not negatively affect the public health, safety, morals, or general welfare.

**Staff Recommendation**

Staff recommends approval of the zoning amendment as presented.

*Planning and Zoning action:*

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

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

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

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

## Public Notification

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

## Attachments

Exhibit 1 – Zoning Amendment Application

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



**DRIPPING SPRINGS**  
Texas

**City of Dripping Springs**

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ZONING/PDD AMENDMENT APPLICATION**

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

**CONTACT INFORMATION**

PROPERTY OWNER NAME 575 Old Fitzhugh LLC  
STREET ADDRESS 575 Old Fitzhugh Rd  
CITY Dripping Springs STATE Tx ZIP CODE 78620  
PHONE (512)468-1883 EMAIL mstrobelf@strobelf-llc.com

APPLICANT NAME McKena Strobelf  
COMPANY Strobelf and Associates LLC  
STREET ADDRESS 209 N canyonwood Dr.  
CITY Dripping Springs STATE Tx ZIP CODE 78620  
PHONE (512)468-1883 EMAIL mstrobelf@strobelf-llc.com

**REASONS FOR AMENDMENT**

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

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

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

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



PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	575 Old Fitzhugh LLC
PROPERTY ADDRESS	575 old Fitzhugh Rd
CURRENT LEGAL DESCRIPTION	A0415 Philip A Smith Survey, Acres 0.50
TAX ID#	R17910
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	Residential
REQUESTED ZONING/AMENDMENT TO PDD	Commercial / Local Retail (LR)
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Converting the current home into an office space
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	to use as an office space

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

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

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



**APPLICANT'S SIGNATURE**

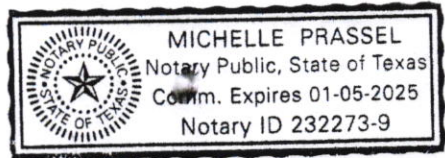
The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Mckena Strobels is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. 230383 of deed)

[Signature]  
Name

Bryan Strobels, manager  
Title

STATE OF TEXAS            §  
  §  
COUNTY OF HAYS         §



This instrument was acknowledged before me on the 20th day of February, 2024 by Michelle Prassel.

MP

[Signature]  
Notary Public, State of Texas

My Commission Expires: 01-05-2025

Mckena Strobels  
Name of Applicant



**ZONING AMENDMENT SUBMITTAL**

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

  
 Applicant Signature

2/20/2024  
 Date

**CHECKLIST**

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

**CITY OF DRIPPING SPRINGS**  
**ORDINANCE No. 2024-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 0.483 ACRES FROM SINGLE FAMILY (SF-1) DISTRICT TO LOCAL RETAIL (LR); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

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

**WHEREAS**, the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment “A” and totaling approximately .483 acres, from Single Family (SF-1) to Local Retail (LR); and

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

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

**WHEREAS**, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on April 23, 2024, to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

**WHEREAS**, after public hearing held by the City Council on May 7, 2024, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

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

**WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

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

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

### 1. FINDINGS OF FACT

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

### 2. ENACTMENT

One tract of land totaling approximately .483 acres and described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned from Single Family (SF-1) to Local Retail (LR).

### 3. REPEALER

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

### 4. SEVERABILITY

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

### 5. CHANGE ON ZONING MAP

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

### 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

### 7. PROPER NOTICE & MEETING

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

**PASSED & APPROVED** this, the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by a vote of \_\_\_\_\_

(ayes) to \_\_\_\_\_ nays to \_\_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

By: \_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Hector Gomez, City Secretary

## Attachment "A" Description of Tract

575 Old Fitzhugh Road, Dripping Springs, TX 78620, Legal Description: A0415 PHILIP A SMITH SURVEY, ACRES 0.50.

## EXHIBIT A

**A DESCRIPTION OF A 0.483 ACRE TRACT OF LAND BEING ALL OF THAT ONE-HALF ACRE TRACT OF LAND DESCRIBED IN VOLUME 3430, PAGE 585 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE PHILIP A. SMITH SURVEY, ABSTRACT NO. 415 IN SAID COUNTY, SAID 0.483 ACRE AS SHOWN ON THE ACCOMPANYING MAP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING** at a 3 inch metal fence post for the northwest corner of said 0.483 acre, being in the south line of that certain 2.062 acre tract of land described in Document No. 19043834 of the Official Public Records of said County and being a lower southeast corner of that certain 2.632 acre tract of land described in Document No. 21022144 of the Official Public Records of said County;

**THENCE** along the north line of said 0.483 acre, being the south line of said 2.062 acres, S85°31'35"E, 267.99 feet to a ½ inch iron rod found for the southeast corner of said 2.062 acres being in the new right of way line of Old Fitzhugh Road and S85°31'52"E, 29.01 feet to a point for the northeast corner of said 0.483 acres, being called the centerline of said Old Fitzhugh Road;

**THENCE** along the east line of said 0.483 acre, being called the centerline of said Old Fitzhugh Road, S24°37'33"W, 78.14 feet to a ½ inch iron rod found for the southeast corner of said 0.483 acre;

**THENCE** along the south line of said 0.483 acre, N85°23'30"W, 18.66 feet to a ½ inch iron rod found for the northeast corner of that certain 4.390 acre tract of land described in Document No. 21028598 of the Official Public Records of said County, being in the new right of way line of Old Fitzhugh Road;

**THENCE** continuing along the south line of said 0.483 acre, being the north line of said 4.390 acres, N85°07'01"W, 265.03 feet to a ½ inch iron rod found for the southwest corner of said 0.483 acre, being a north corner of said 4.390 acres and being in the most southeast line of said 2.632 acres;

**THENCE** along the west line of said 0.483 acres, being the most southeast line of said 2.632 acres, N15°15'22"E, 72.68 feet to the **POINT OF BEGINNING** containing 0.483 acre of land, more or less.



Attachment "B"  
.483 Property Depiction







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

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**Submitted By:** Andrea Cunningham

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**Council Meeting Date:** May 7, 2024

**Agenda Item Wording:** **Discuss and consider the Appointment of Zach West to the Utility Commission as a Representative of the Hays Trinity Groundwater Conservation District for an unexpired term ending June 30, 2024.**

**Agenda Item Requestor:** Dane Sorensen, Utilities Director

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**Summary/Background:** The Utility Commission is a five-member advisory commission tasked with representing various citizen groups and their interests as part of the City Council’s greater discussion of transportation, planning, and improvements. The Utility Commission shall assist the City in Wastewater Plant operations and reuse plans (including expansion), achieving the City’s goal of 100% beneficial use and assisting the City with procedures and policies related to retail water services provided by the City.

Members of the Utility Commission are appointed by City Council with two members being nominated by the Hays Trinity Groundwater Conservation District (HTGCD). Current HTGCD representative Dr. Miller has requested to vacate his seat prior to his term ending June 30, 2024, and March 3, 2024, the HTGCD Board of Directors nominated Zach West to fill this seat for the remainder of the term.

Zach West interviewed with Mayor Bill Foulds, Jr. and Utilities Director Dane Sorensen on April 4, 2024, and is being recommended for appointment.

**Recommended Council Actions:** Staff recommends appointment of Zach West for an unexpired term ending June 30, 2024.

- Attachments:**
1. Zach West Application and Resume
  2. HTGCD Nomination

**Next Steps/Schedule:**

1. Notify HTGCD and applicant of decision and send welcome letter
2. Update website and roster
3. Update email group and add to meeting invite
4. Notify Commission of appointment
5. Order name plate
6. Administer Oath and Statement of Officer at first meeting



**Minutes for a Regular Meeting of the Hays Trinity Groundwater Conservation District**

**Meeting Date: Thursday, March 7, 2024**

Time: 5:00 pm

Wimberley Community Center

14068 Ranch Rd 12

Wimberley, TX 78667

**Pursuant to notice posted March 4, 2024, the Hays Trinity Groundwater Conservation District Board of Directors met in a Regular Meeting and was called to order by the President, Bruce Moulton, at 5:00 p.m.**

**The initial quorum call was answered as follows:** Bruce Moulton, President; Linda Kaye Rogers, Vice President; Doc Jones, Director; Carlos Torres-Verdin, Director; David Smith, Secretary/Treasurer.

**A quorum was present.**

**Staff Present:** Charlie Flatten, General Manager; Laura Thomas, Assistant General Manager; Radu Boghici, Hydrogeologist; Keaton Hoelscher, Geo Technician.

**General Public Comment:** None.

**Consent Items**

- 1. Approval of January and February 2024 Bank Reconciliations & Monthly Invoices**
- 2. Approval of January 2024 Financial Reports, Balance Sheets and, Budget to Actual Report**
- 3. Approval of February 2024 Board Meeting Minutes**

Secretary/Treasurer Smith moved to approve all Consent items. Director Jones seconded.

The motion prevailed by the following vote:

Aye: Linda Kaye Rogers, Doc Jones, Bruce Moulton, Carlos Torres-Verdin, David Smith

Nay: None

Absent: None.

**Individual Items:**

- 4. Recommend New District Representative for the Dripping Springs Utility Commission:**

Secretary/Treasurer Smith moved to recommend to the Dripping Springs City Council Zachary West as the District’s new Representative on the Dripping Springs Utility Commission. Vice President Rogers seconded. The motion prevailed by the following vote:

Aye: Linda Kaye Rogers, Carlos Torres-Verdin, Doc Jones, David Smith, Bruce Moulton

Nay: None

Absent: None.

**5. Receive report on Board requirement that the opposing parties in the Mirasol Springs/Clancy Utilities, LLC permit application resolve the application amongst themselves and report back to the District within 30 days: No action.**

**6. Authorize Order referring the application for an operating permit by Mirasol Springs/Clancy Utilities, LLC to the State Office of Administrative Hearings, according to District Rule:**

Director Torres-Verdin moved to authorize the Order referring the application for an operating permit by Mirasol Springs/Clancy Utilities, LLC to the State Office of Administrative Hearings, according to District Rule. Director Jones seconded.

The motion prevailed by the following vote:

Aye: Linda Kaye Rogers, Carlos Torres-Verdin, Doc Jones, David Smith, Bruce Moulton

Nay: None

Absent: None.

**7. 2022 NOAV Action as needed: No action.**

**Motion to Adjourn:**

Director Jones moved to adjourn. Secretary/Treasurer Smith seconded.

The motion prevailed by the following vote:

Aye: Doc Jones, David Smith, Carlos Torres-Verdin, Linda Kaye Rogers, Bruce Moulton

Nay: None

Absent: None.

**Meeting adjourned, 6:00 pm.**

Approved: \_\_\_\_\_ 04/04/2024  
Bruce Moulton  
President

Approved: \_\_\_\_\_ 04/04/2024  
David Smith  
Secretary/Treasurer



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

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**Submitted By:** Emily Nelson, Dripping Springs Ranch Park Manager

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**Council Meeting Date:** May 7, 2024

**Agenda Item Wording:** **Presentation on 2023 Western Wonderland event; discussion and consideration of approval of 2024 Western Wonderland event.** *Emily Nelson, Dripping Springs Ranch Park Manager.*

**Agenda Item Requestor:** Emily Nelson

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**Summary/Background:** After a smooth first year of Western Wonderland, a lot of lessons were learned to create positive changes and growth. We would like to offer Western Wonderland to Dripping Springs for another year to see even more growth.

**Recommended Council Actions:** Staff recommends moving forward with Western Wonderland for another year.

**Attachments:** Western Wonderland presentation

**Next Steps/Schedule:** Execute another agreement with Ice Rink Events



**DRIPPING SPRINGS**  
Texas







## Some Lessons Learned:

Item # 11.

- Increase the dates to include the week of Thanksgiving.
- The Eclipse Marketing was second to none. Turn over marketing to the amazing CODS marketing team.
- Expand special events. They were a HUGE hit.
- Create more timeslot for Community Performances during non-peak times.
- Expand ice skating lessons.
- Really analyze the traffic patterns to set the hours. Intermittent staff program was great!
- Increase Party/Table Rental opportunities.
- Add skate assists for our small and/or less experienced skaters for a rental fee.
- Increase merchandise.
- Offer special discount cards before the rink opens for holiday gifts.
- Sell frequent skater punch cards throughout the season. We had so many people request this.





The positive feedback in-person and on social media was amazing! So many people visited Ranch Park that had never been there. We provided the opportunity for so many family to create holiday memories.

Tiffany Moore  
Amanda Morris Laub lots of cute winter plans  
15w Like Reply Hide Edited

Marie Strang  
My family loved this ice rink. Thank you! My husband and I grew up ice skating and spent many hours on the ice - we love being able to share that with our kids.  
13w Like Reply Hide

Sarah Pevehouse  
This was a wonderful event! Thank you for hosting local youth groups and students and performers. We look forward to this event becoming an annual & cherished event.  
12w Like Reply Hide

Mike Neal  
Pretty darn cool....if I'm allowed to use that word  
17w Like Reply Hide

Anne Ciikú Drane  
Such fun! A hot chocolate vendor would be a great addition!  
17w Like Reply Hide 2

Heather Michelle Hughes  
This is amazing!!!  
17w Like Reply Hide

Erik Turcotte  
Looks awesome! Rental skate's available?  
17w Like Reply Hide

Dripping Springs Ranch Park & Event Center  
Erik Turcotte thank you for asking! They are included in the rental fee.  
17w Like Reply

Erik Turcotte  
Dripping Springs Ranch Park & Event Center awesome thanks!  
17w Like Reply Hide

Nichole McFelea Street  
This is exciting!!  
17w Like Reply Hide

Kelly Garcia  
So excited!!!  
17w Like Reply Hide



# Updated Pricing for 2024 Ice Rink

Date Range: November 22<sup>nd</sup> – January 5<sup>th</sup>

We have included an option for an Ice Tech, but it isn't required.



**Dripping Springs Neighbors**  
 Amanda Knittel · December 9, 2023 · Dripping Springs · 🌐

If you haven't been you need to check out Western Wonderland at Dripping Springs Ranch Park. We had an incredible time celebrating my daughter's birthday today with friends, they have group rates and you can reserve tables inside the market area for your event. They have Ice skating, a dazzling light trail, and a charming Market. It's such an amazing spot and looked like food, face painting and other extras in the evenings. I want to spread the word and support this gem in our community. Trust me, you won't be disappointed! 🌟 #DrippingSpringsRanchPark #FamilyFun #CommunitySupport



2024 Rink Cost

Total Ice Rink Cost: \$187,679.00

Ice Tech Option: \$41,490.00

2023 Rink Cost

Total Ice Rink Cost: \$203,442.00  
*included ice tech option*





**DRIPPING SPRINGS**  
Texas

*Happy Trails*





**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:** May 7, 2024

**Agenda Item Wording:** **Discuss and consider action related to the agreement with the Dripping Springs Mountain Bike Club and biking and other activity related to the Ranch Park trails. Sponsor: Council Member Sherrie Parks**

**Agenda Item Requestor:** Council Member Sherrie Parks

**Summary/Background:** On April 23, 2024, the Dripping Springs Mountain Biking Team hosted a Trail Maintenance Day. Ranch Park Staff were not aware of the scheduled Trail Maintenance Day.

On the morning of April 24, 2024, Andrew Binz noticed a lot of displaced dirt, boulders, and trees in the ravine located behind the Ranch House. Emily Nelson and Lily Sellers went to investigate the area with Andrew. The Mountain Biking team had created an unsanctioned trail in the ravine. It resulted in a large amount of tree trimming along with entire trees being cut down. There was a dramatic drop off a ledge that would be very dangerous for mountain bikers, equestrians, and hikers.

Emily and Lily decided to hike the entire trail and found extensive trail destruction had occurred. From improperly cut limbs to enhancements of unsanctioned trails. They also found that the trail work had continued down the environmentally sensitive ravine which resulted in a lot of trees being cut down that provided structure for the ravine's rock edge. Some oaks were cut and not sealed along the trail.

Emily contacted Lindsey Thomas immediately to make sure a cease and desist on all trail work occurred. Lindsey admitted that the Mountain Biking Team had been working in that area and that she had asked them 3 times to stop working in that area. She was the dangerous torn limbs that are throughout the trail system and the unsanctioned trails.

The Mountain Biking Team came out to remedy the ravine unsanctioned trail to the best of their abilities, but some of the damage cannot be fixed. Various city staff and the Mountain Biking Board met on April 30<sup>th</sup> to discuss how this happened to our trail system without adult intervention.

They showed interest in correcting the improper trail maintenance that had taken place.

An arborist will be walking the trail system on Tuesday, May 7<sup>th</sup>, to assess the damage. After that assessment, City Staff will have a better idea of the best plan for trail remediation.

**Commission  
Recommendations:**

**Recommended  
Council Actions:** Staff recommends closing the trails for all users until the arborist provides us with a remediation plan that addresses the safety concerns for staff to execute.

**Attachments:** Images of the trail damage.

**Next Steps/Schedule:** Execute any direction that City Council sets.



**DRIPPING SPRINGS**  
Texas

# DSRP Pictures Mountain Bike Club

















































































































April 29, 2024

Dripping Springs Mountain Bike Club  
 c/o Dennis Lane, Registered Agent  
 360 Manchester Lane  
 Austin, TX 78737

Dear Dripping Springs Mountain Bike Club:

**Re: Notice of Default and Breach of the Joint Use Agreement for Mountain Bike Trails at Dripping Springs Ranch Park between the City of Dripping Springs (“City”) and the Dripping Springs Mountain Bike Club (“Club”) dated June 10, 2016 (the “Agreement”)**

We write further to the communication of the Dripping Springs Ranch Park Manager, Emily Nelson, on April 24, 2024, regarding the City’s discovery of unauthorized bicycle trail modifications at Dripping Springs Ranch Park on or about April 23, 2024.

We were surprised and disappointed to observe significant modifications to the bicycle trails at Dripping Springs Ranch Park, which we understand to have been carried out on behalf of the Club.

These modifications involved disruption and relocation of rocks and materials on City parkland and occurred without authorization or the knowledge of the City. Most significantly, we were disheartened to see that multiple trees were limbed or cut down to facilitate the bicycle trail modifications. Damage to trees in this area of Dripping Springs Ranch Park jeopardizes the safety and integrity of nearby drainage works.

The Club’s modification of the bicycle trails and illegal harvesting of trees on City parkland is a breach of the Agreement. We draw to your attention, in particular, the following provisions of the Agreement:

“Proposed new trails must be approved by the DSRP Manager or City Administrator before commencing work.” **Section 4.2(a).**

“Costs incurred by the City to repair or replace any destruction, damage or injury to Trails during the Club’s use of the Trails shall be paid for by Team within thirty (30) days of Club’s receipt of an invoice from the City.” **Section 4.2(d).**

“Club shall exercise reasonable care and due diligence to avoid harming City property.” **Section 4.2(e).**

*Open spaces, friendly faces.*



## DRIPPING SPRINGS Texas

“Obey all laws, rules, regulations, and terms of the Lease, and of the use, condition, and occupancy of the Leased Premises, including the rules and regulations of the Park, if any, as amended.” **Section 4.2(g).**

“The Club shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, Club’s use of the Trails.” **Section 4.2(h).**

“Club shall defend, indemnify, and hold City, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Club or Club’s agents, employees, subcontractors, invitees, guest or trespasser in the performance of Club’s obligations under this Agreement, no matter how, or to whom, such loss may occur.” **Section 6.5.**

The Club’s actions also constitute a violation of multiple City ordinances punishable in accordance with Chapter 54 of the Texas Local Government Code. Without limitation, the ordinance violations include the following:

“It is an offense for any person to 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.” **City of Dripping Springs Code of Ordinances, §16.02.048(b)(1).**

“No person shall damage or remove trees in violation of this article.” **City of Dripping Springs Code of Ordinances, §28.06.007.**

Since bringing this damage to the Club’s attention, we acknowledge that some steps appear to have been taken to partially restore the bicycle trails to the previous state. However, the damage to and destruction of City trees is irreparable. Further investigation of the impacts and the development of a remedial plan will require the advice of a certified arborist.

We write to put the Club on notice of the above-noted breaches of the Agreement and violations of City ordinances. The City further expects and demands that the Club indemnify the City against all costs arising out of the unauthorized modification of bicycle trails, as required by section 6.5 of the Agreement.

*Open spaces, friendly faces.*





Finally, the City reserves the right to terminate the Agreement for cause under 3.3(c) of the Agreement if the Club does not promptly and fully rectify the trail in question or fails to pay in full any invoice issued for costs incurred by the City to respond to these breaches.

We look forward to the Club's full cooperation in rectifying this matter at the earliest opportunity.

Sincerely,

A handwritten signature in blue ink that reads 'Michelle Fischer'. The signature is written in a cursive, flowing style.

Michelle Fischer  
City Administrator

cc: Lindsey Thomas  
Andrew Binz, Parks and Community Services Director  
Emily Nelson, Dripping Springs Ranch Park Manager

*Open spaces, friendly faces.*

## **JOINT USE AGREEMENT** *for Mountain Bike Trails*

This Joint Use Agreement for the utilization of bicycle trails at Dripping Springs Ranch Park (“Agreement”) is between the City of Dripping Springs (“City”), and the Dripping Springs Mountain Bike Club (“Club”). In this Agreement, the City and Club are sometimes individually referred to as a “Party”, and collectively referred to as the “Parties”.

### **RECITALS:**

- WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) authorizes and encourages the use, construction, designation, and maintenance of mountain bike trails to promote the health and general welfare of the community; and
- WHEREAS,** the City of Dripping Springs (“City”) owns, manages, and operates park lands and facilities for the recreational use of the public;
- WHEREAS,** the City is the owner of real property in the City, including Dripping Springs Ranch Park (“DSRP”), trails and active use areas that are capable of being used by the Team for mountain biking purposes; and
- WHEREAS,** this project authorized by the City includes the construction and maintenance of mountain biking trails in DSRP; and
- WHEREAS,** under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and
- WHEREAS,** the City Council finds that the creation of mountain bike trails will increase tourism and revenue to the City; and
- WHEREAS,** subject to the terms and conditions hereinafter stated, City and Club agree to the joint use of the trails; and
- WHEREAS,** the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations.

**NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:**

### **ARTICLE 1. GENERAL**

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



- 1.2. Cooperation.** Each of the Parties is lawfully entitled to utilize the type of trails described in this Agreement, and is therefore allowed to cooperate with the other Party for the mutual use of the trails.

## ARTICLE 2. DEFINITIONS

Key terms in this Agreement are defined below. Certain other capitalized terms have the meanings given in the Recitals of this Agreement where first used.

- (a) **City:** The City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
- (b) **City Administrator:** The chief administrative officer of the City, or the officer's designee.
- (c) **City Council:** The governing body of the City of Dripping Springs.
- (d) **Co-Sponsor:** A person that is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- (e) **Dripping Springs Mountain Bike Club:** non-profit organization directed towards middle and high school students that promotes mountain biking.
- (f) **Park:** A public area which includes Dripping Springs Ranch Park located at: 1042 Event Center Drive, Dripping Springs, Texas, 78620.
- (g) **Trails:** Multi-use trails in Dripping Springs Ranch Park designated as such by Dripping Springs Ranch Park Manager or City Administrator.

## ARTICLE 3. TERM

- 3.1. Effective Date.** This Agreement shall be effective on the date upon which the binding signatures of all Parties to this Agreement are affixed.
- 3.2. Duration.** This Agreement shall be in effect for an initial term of one year, after which it will automatically renew for successive one-year periods unless: (a) A Party provides the other party with written notice of the intention not to renew the Agreement 90 days prior to end of the then-current year term; or (b) terminated as provided below.
- 3.3. Termination:** This agreement may, by written notice given in the manner hereafter provided, be terminated by:
  - a. Either Party with written notice 90 days prior to the termination date;
  - b. Mutual written consent of the Parties;
  - c. City if a default or breach shall be made by Club with respect to the due and timely performance of any of its covenants and agreements contained herein; or

- d. Club if a default or breach shall be made by City with respect to the due and timely performance of any of its covenants and agreements contained herein.

#### **ARTICLE 4. OBLIGATIONS**

##### **4.1. City's Obligations.**

- (a) City agrees to allow Club the use of the Trails for purposes of practicing for competitions.
- (b) City shall take reasonable steps to ensure that waste is not performed upon the Trails, and that any damage to the Trails is limited to reasonable wear and tear.
- (c) The City shall, keep and maintain the Park free of all trash, graffiti, vandalism, weeds and debris, and at all times in an orderly, clean, safe, and sanitary condition. The City shall keep the Park adequately lighted and under surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public.
- (d) The City shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, City's use of the Premises.

##### **4.2. Club's Obligations.**

- (a) Club agrees to construct, maintain, and repair the Trails in a good and usable condition during the term of this Agreement. Proposed new trails must be approved by the DSRP Manager or City Administrator before commencing work.
- (b) Club shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the construction of the Trails described in this Agreement and in accordance with the plan (if any) and other Agreement documents to conduct the installation required under this Agreement in an efficient manner.
- (c) Club shall provide supervision of all work crews while performing the Work. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times.
- (d) Club shall take reasonable steps to ensure that waste is not performed upon the City Trails, and that any damage to the Trails is limited to reasonable wear and tear. Costs incurred by the City to repair or replace any destruction, damage or injury to Trails during the Club's use of the Trails shall be paid for by Team within thirty (30) days of Club's receipt of an invoice from the City.
- (e) Club shall exercise reasonable care and due diligence to avoid harming City property.



- (f) The expense of any and all maintenance, operation expenses and or relocation of said Trails shall be born solely by the Club.
- (g) Obey all laws, rules, regulations, and terms of the Lease, and of the use, condition, and occupancy of the Leased Premises, including the rules and regulations of the Park, if any, as amended.
- (h) The Club shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, Club's use of the Trails.

#### **ARTICLE 5. PERMITTED USES**

**5.1. Club Use.**

The Club shall be entitled to the exclusive use of the Trails for the Club's practice location and be the official home trail of the Club.

**5.2. City Use.**

At all other times, the City and third parties authorized by the City will be entitled to use the Trails for community recreational and educational purposes.

#### **ARTICLE 6. GENERAL PROVISIONS**

- 6.1. Scheduling.** The schedule for the parties' joint use of the Trails will be coordinated by the Dripping Springs Ranch Park Manager, and the Coach, Lance Thornton, for the Club, who will communicate routinely throughout the term of this Agreement.
- 6.2. Insurance.** Each Party will maintain their own liability insurance to cover the activities described by this Agreement.
- 6.3. Force Majure.** Neither City nor Club shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts must be undertaken to mitigate its effects.
- 6.4. Independent Status.** Club is independent, and is not City's employee. Club employees or subcontractors are not City's employees. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.
- 6.5. Indemnification.** Club shall defend, indemnify, and hold City, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any

and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Club or Club's agents, employees, subcontractors, invitees, guest or trespasser in the performance of Club's obligations under this Agreement, no matter how, or to whom, such loss may occur.

- 6.6. Notice.** All notice and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

City of Dripping Springs  
Attn: City Administrator  
P.O. Box 384  
Dripping Springs, Texas 78620

Dripping Springs Mountain Bike Club

Lance Thornton

10108 Little Creek Circle

Dripping Springs, TX 78620 512-560-7803

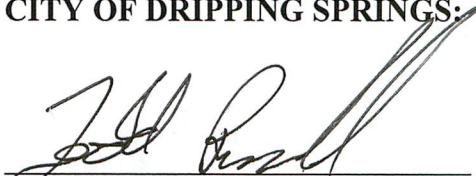
- 6.7. Waiver.** No covenant or condition of this Agreement may be waived without consent of the Parties.
- 6.8. Exclusive Agreement.** This document constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.
- 6.9. Severability.** Should any of the clauses, sentences, paragraphs, sections or parts of this Agreement be deemed invalid, unconstitutional, or unenforceable by a court or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Agreement.
- 6.10. Assignment.** The Parties each hereby bind themselves, their successors, assignees and legal representatives to each other with respect to the terms of this Agreement. This Agreement, any part thereof, or any interest herein shall not be assigned by Club without the express written consent of the City.
- 6.11. Authority to Act.** The Parties each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.
- 6.12. Venue and Enforcement.** This Agreement shall be enforceable in Dripping Springs, Texas, and if legal action is necessary by any of the Parties with respect to the enforcement of any or all of the terms or conditions of this Agreement, exclusive venue



for same shall lie in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

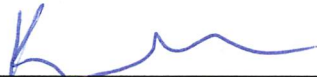
**IN WITNESS WHEREOF, the Parties to these presents have executed this Agreement on the dates indicated.**

**CITY OF DRIPPING SPRINGS:**


by:   
Todd Purcell, Mayor

Date Signed: 6-10-16

**ATTEST:**

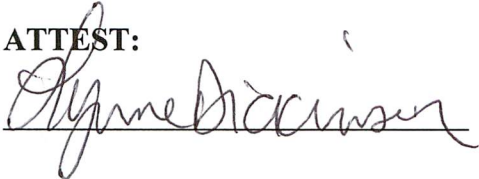
by:   
Kerri Craig, City Secretary

**DRIPPING SPRINGS MOUNTAIN BIKE CLUB:**

by:   
\_\_\_\_\_

Date Signed: 6-2-16

**ATTEST:**

by:   
\_\_\_\_\_

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	HOLD
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 for Resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting for 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 for 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 for Resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting for Resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting for 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
SD2022-0018 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 for 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 for Resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting for Resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Approved w/ Conditions
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.	Approved w/ Conditions
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Approved w/ Conditions
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Approved w/ Conditions
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting for Resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of two additional duplexes w/ accompanying site improvements	Waiting for Resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting for Resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting for Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting for Resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting for Resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Approved w/ Conditions
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting for Resubmittal
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	Waiting for Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Approved w/ Conditions
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting for Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings	Waiting for Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	Approved w/ Conditions
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site	Waiting for Resubmittal
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales	Waiting for Resubmittal
SD2024-003 Julep Commercial Park West	ETJ	14131 Trautwein Rd	2.95 acres site of mixed use commercial buildings with driveway, water quality and detention pond.	Waiting for Resubmittal
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional warehouse buildings with associated site improvements	Waiting for Resubmittal
SD2024-005 Dripping Springs ES #6	ETJ	Mira Vista	55,000 sq ft new elementary school in Headwaters	Waiting for Resubmittal
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential units with parkland and roadway connections.	Waiting for Resubmittal
SD2024-008 AutoZone 5807 Dripping Springs	CL	US Hwy 290	Retail parts store.	Under Review
SD2024-009 Dripping Springs Elementary School	CL	29400 RR 12	Fire lane, detention pond, riser room, fire water line, sidewalk, veg filter strip.	Under Review



Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2024-010 Austin Ridge Bible Church	ETJ	3100 E Hwy 290		Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	CPAC meeting April 17 Draft plan release - Mid May
Cannon Mixed-Use	Under Review
PDD2023-0001 Madelynn Estates	Dormant
PDD2023-0002 Southern Land	Pending resubmittal
PDD2023-0003 ATX RR12 Apartments	Under Review



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	Approval 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	Waiting for Resubmittal
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	Waiting for Resubmittal
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
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
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 Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
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	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
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Under Review
SUB2022-0049 Serenity Hills	ETJ	1111 Hays Country Acres Rd	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Approval with Conditions
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
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
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	Waiting for Resubmittal
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Waiting for Resubmittal
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Waiting for Resubmittal
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Under Review
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78,021 acres subdivided into 73 single family lots	Approval with Conditions
SUB2023-0046 Heritage Phase 3 Construction Plans	CL	Sportsplex Drive	164 single family lots	Under Review
SUB2023-0047 Heritage Amenity Center	CL	Roger Hanks Parkway	1 lot on 5.57 acres	Under Review
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approval with Conditions
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining 3 lots into 1.	Approved with conditions
SUB2023-0050 Sanctuary Subdivision CP	ETJ	1111 Hays Country Acres Rd	48 residential lots ranging from 1.6 acres to 2	Waiting for Resubmittal
SUB2023-0051 Gateway Village Phase 1 CP	CL	HWY 290	144 Single family lots.	Under Review
SUB2024-002 Dripping Springs Community Library	CL	225 Benney Lane	Combining 4 tracts into 2.	Waiting for Resubmittal
SUB2024-003 AutoZone TX5807	CL	US 290	Replat of Sawyer Ranch 33 Lot 3-A-1	Waiting for Resubmittal
SUB2024-004 Driftwood Subdivision, Phase Four, Block A, Lots 8 and 9 Amending Plat	ETJ	2236-2266 Thurman Roberts Way	Combine lots 8 and 9, Block A in one lot, 8-A	Waiting for Resubmittal
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting for Resubmittal
SUB2024-006 Sanctuary Dripping Springs	ETJ	1111 Hays Country Acres Rd	57 lots subdivision	Waiting for Resubmittal
SUB2024-007 Plat Amendment - Esperanza Subdivision Phase Two, Block 4, Lot 22	CL	613 Yellow Bell Run	Amending single family lot	Under Review
SUB2024-008 Skylight Hills Final Plat	ETJ	13001 and 13111 High Sierra	Subdivide into 5 lots.	Waiting for Resubmittal
SUB2024-009 Blue Creek Subdivision, Lots 16 & 17 Amending Plat	ETJ	500 Blue Creek Drive	Transferring 3.65 acres	Waiting for Resubmittal
SUB2024-010 Maddox Ranch	ETJ	500 Shelton Ranch Rd	2 lot minor plat.	Under Review
SUB2024-011 Driftwood Golf and Ranch Club, Phase One, Block A, Lots 14, 15, and 16 Amending Plat	ETJ	Club Ranch Court	Combine three lots into two.	Under Review
SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat	CL/ETJ	230 Post Oak Drive	Combine two existing lots into one.	Under Review
SUB2024-013 Richford Subdivision, Lot 2 Replat	ETJ	14331 Canonade	Divide existing lot into two.	Under Review
SUB2024-014 Esperanza Subdivision Phase 2, Block 4, Lot 3 Plat Amendment	CL	135 Cherry Sage Court	Revise side building setback from 25' to 15' along the south edge.	Under Review
SUB2024-015 Gateway Village Phase 1	CL	US 290	Final plat for 144 single family subdivision.	Under Review
SUB2024-016 Replat of Dripping Springs Retail Center Subdivision	CL	598 E Hwy 290	Combine one platted lot and one unplatted lot to create 35.7 acres.	Under Review

In Administrative Completeness	Filing Date
ADMIN2024-031 Patriot Erectors CZP	8-May
SD2023-0020 Graveyard Cellars	8-May
SD2023-0015 Silver Creek Hotel	8-May
SUB2023-0046 Heritage Phase 3 Construction Plans	8-May
ADMIN2024-030 Wild Ridge Phase 1 Final Plat	15-May