



CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, January 19, 2021 at 6:00 PM

VIDEOCONFERENCE MEETING

This meeting will be held via videoconference and the public is encouraged and welcome to participate. Public comment may be given during the videoconference by joining the meeting using the information below. Public comment for this meeting may also be submitted to the City Secretary at acunningham@cityofdrippingsprings.com no later than 3:00 PM on the day the meeting will be held.

The City Council respectfully requests that all microphones and webcams be disabled unless you are a member of the City Council or Board of Adjustment. City staff, consultants and presenters please enable your microphone and webcam when presenting to the City Council or Board of Adjustment.

AGENDA

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/86715238174?pwd=Z1ZKdTNNLzloSmcxb2kzViszczZZdz09>

Meeting ID: 867 1523 8174

Passcode: 237984

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/86715238174>

Join by Skype for Business: <https://us02web.zoom.us/skype/86715238174>

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Todd Purcell

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials:

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
Finance Director Shawn Cox
City Secretary Andrea Cunningham
Parks & Community Services Director Kelly Schmidt
TIRZ Project Manager Keenan Smith

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

CONSENT AGENDA

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

- 1. Approval of Resolution Designating the Mayor, Mayor Pro Tem, and Certain City Staff as Authorized Signatories regarding Financial and Budgetary Procedures. Sponsor: Mayor Foulds, Jr.**
- 2. Approval of an extension to the Canyon Creek Grounds Maintenance Agreement to align with the City fiscal year. Sponsor: Council Member King**

BUSINESS AGENDA

- 3. Discuss and consider approval of a recommendation from the Founders Day Commission to cancel the 2021 Founders Day Festival. Sponsor: Mayor Pro Tem Manassian**

4. **Discuss and consider selection of grant services for the Old Fitzhugh Road Project.** *Sponsor: Mayor Pro Tem Manassian*
5. **Discuss and consider approval of Proposed Covid-19 Precautions Plan for Parks and Community Services Summer 2021 Programs and Pool Operations.** *Sponsor: Council Member King*
6. **Discuss and consider approval of the creation of a Parks & Community Services Programs & Aquatics Manager position and its job description.** *Sponsor: Council Member King*
7. **Discuss and consider approval of an Ordinance Amending Section 17.5 (a) – Outdoor Only Daily Use Permit of the City of Dripping Springs Fee Schedule, removing Mountain Bikers.** *Sponsor: Mayor Pro Tem Manassian*
8. **Discuss and consider approval of an Ordinance Amending the Dripping Springs Fee Schedule for fees related to the Dripping Springs Farmers Market.** *Sponsor: Mayor Pro Tem Manassian*
9. **Discuss and consider an Amendment to Task Order No. 1 and Task Order No. 2 to the Professional Services Agreement between the City of Dripping Springs and HDR Engineering, and related to Real Estate Project Management for the East and West Interceptor.** *Sponsor: Mayor Bill Foulds, Jr.*

EXECUTIVE SESSION AGENDA

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

10. **Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
11. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
12. **Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
13. **Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, Municipal Utility Districts, Easements, and Density of Development.** *Consultation with Attorney, 551.071*

UPCOMING MEETINGS

City Council Meetings

February 9, 2021 at 6:00 p.m.
February 16, 2021 at 6:00 p.m.
March 9, 2021 at 6:00 p.m.
March 16, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

January 21, 2021 at 10:00 a.m. Farmers Market Association Board
January 21, 2021 at 12:00 p.m. Emergency Management Commission
January 25, 2021 at 3:30 p.m. Transportation Committee
January 25, 2021 at 6:30 p.m. Founders Day Commission
January 26, 2021 at 6:30 p.m. Planning & Zoning Commission
January 27, 2021 at 4:00 p.m. Economic Development Committee
February 1, 2021 at 6:00 p.m. Parks & Recreation Commission
February 3, 2021 at 12:00 p.m. DSRP Board
February 4, 2021 at 4:00 p.m. Historic Preservation Commission
February 8, 2021 at 4:00 p.m. TIRZ No. 1 & No. 2 Board
February 8, 2021 at 6:30 p.m. Founders Day Commission
February 10, 2021 at 4:00 p.m. Utility Commission

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

Due to the Texas Governor Order, Hays County Order, City of Dripping Springs Disaster Declaration, and Center for Disease Control guidelines related to COVID-19, a quorum of this body could not be gathered in one place, and this meeting will be conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **January 15, 2021 at 2:15 p.m.***

City Secretary

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



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: January 19, 2021

Agenda Item Wording: Approval of Resolution Designating the Mayor, Mayor Pro Tem, and Certain City Staff as Authorized Signatories regarding Financial and Budgetary Procedures. *Sponsor: Mayor Foulds, Jr.*

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: The City's Check Signing Policy needs to be updated to authorize Mayor Bill Foulds, Jr., Mayor Pro Tem Taline Manassian, and Finance Director Shawn Cox to sign checks, wires, and electronic transfers of funds in any amount. City Treasurer Gina Gillis, City Administrator Michelle Fischer, and Deputy City Administrator are already authorized to do so. When Gina Gillis retires, the policy will be revised again to remove her as an authorized signer. Checks, wires, and electronic funds transfers require two signatures of authorized signers.

**Commission
Recommendations:** N/A

**Recommended
Council Actions:** Recommend approval of the policy.

Attachments: Resolution Giving the Mayor, Mayor Pro Tem, and Certain City Staff to Sign Documents Regarding Financial and Budgetary Procedures

Next Steps/Schedule: Provide a copy of the resolution to Pioneer Bank and revise bank signature cards.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R

A RESOLUTION DESIGNATING THE MAYOR, THE MAYOR PRO TEM,
AND CERTAIN CITY STAFF AS AUTHORIZED SIGNATORIES
REGARDING FINANCIAL AND BUDGETARY PROCEDURES.

WHEREAS, the City Council has designated Pioneer Bank (hereafter, the “Bank”) as the City’s official bank depository; and

WHEREAS, it is required that signatories be designated as the authorized signatories on the accounts with the Bank for the funds of the City of Dripping Springs, Texas; and

WHEREAS, the City has adopted a Financial and Budgetary policy dictating review and approval of financial documents; 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:

1. Two signatures are required for drafts (i.e., checks, wires, electronic transfers of funds) upon the City’s financial accounts setup at the Bank, and any investment accounts the City may hold in other locations, for expenditure made in accordance with the annual budget, as may be amended.
2. Mayor Bill Foulds, Jr., Mayor Pro Tem Taline Manassian, Finance Director Shawn Cox, City Treasurer Gina Gillis, City Administrator Michelle Fischer, and Deputy City Administrator Ginger Faught are hereby authorized to sign checks, wires, and electronic transfers of funds in any amount.
3. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this, the 19th day of January 2021, by a vote of ____ (ayes) to ____ (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas:

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Craig Rice, Maintenance Director

Council Meeting Date: January 19, 2021

Agenda Item Wording: **Discuss and consider an extension to the Canyon Creek Grounds Maintenance Agreement to align with the City fiscal year.**

Agenda Item Requestor: Wade King, Councilmember

Summary/Background: The City of Dripping Springs is requesting to extend the current mowing contract with Canyon Creek Landscaping to Sept. 30, 2021 in order to line the contract up with the fiscal budget. Canyon Creek Landscaping has confirmed via email that they would agree to extend the current mowing contract and have reviewed the attached agreement. No other changes will be made for this extension, cost and areas of responsibility will remain the same.

We would then put this out to bid to ensure a new contract in October 2021.

Commission Recommendations: N/A

Recommended Council Actions: Approve Extension.

Attachments: Staff report; extension; original agreement.

Next Steps/Schedule: If approved, prepare bid package for fall 2021.

CAN01152019

GROUNDS MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made by and between the City of Dripping Springs, Texas, a municipal corporation, (hereinafter called the "City"), and Canyon Creek Landscaping, Inc., (hereinafter called the "Contractor"). Agreement is effective on the date of the last to execute below.

WHEREAS, the City finds that maintained grounds encourage outdoor activity, attract new residents to the community, and provide for public safety; and

WHEREAS, the City finds that expenses for certain City parks, street right-of-way maintenance, and detention ponds are all budgeted through the general operating budget and funded by the same general operating account; and

WHEREAS, the City seeks to promote transparent accounting for the best interest of the public by contracting for the same or similar services funded by one account with the Contractor; and

WHEREAS, the Contractor agrees to provide grounds maintenance to the City; and

WHEREAS, the City and the Contractor agree to the terms set in this Agreement.

NOW THEREFORE, for and in consideration of the agreements set forth below, the City and Contractor agree as follows:

ARTICLE I. DEFINITIONS

- A. City Properties:** Charro Ranch Park, Founders Memorial Park, Sports and Recreation Park, Veterans Memorial Park, Rob Shelton Blvd., the Wastewater Treatment Plant, various detention ponds, rights of way, trails, and additional properties as assigned.
- B. Trash and Litter:** Shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape.

ARTICLE II. SCOPE OF WORK

Work under this Agreement shall consist of specific grounds maintenance activities at the City Properties ("Work") as shown in the exhibits including the maintenance requirements in Exhibit "A". The City Properties to be maintained are shown in the maps in Exhibit "B". Contractor shall be responsible for removing all litter, mowing all turf, and removing all grass clippings from hard surfaces. The Contractor shall mow the City Properties in accordance with a mowing schedule in

the Contractor Bid attached in Exhibit "C".

ARTICLE III. PERFORMANCE

A. Contractor's Duties

1. Maintenance. Contractor shall remove litter, mow grass, blow debris as specified in the Maintenance Requirements and Mowing Schedule (attached and incorporated as Exhibits "A" Maintenance Requirements and Exhibit "C" Contractor Bid) during maintenance of the City Properties.
2. Equipment. Contractor, at its sole expense, shall provide all necessary equipment to conduct the Maintenance required under this Agreement in an efficient manner.
3. Hazardous Conditions. The Contractor shall notify the City Administrator immediately of any hazardous conditions and/or damage to City property.
4. Supervision of Work Crew. Contractor 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.
5. Completion of Work. The Contractor shall complete the Work within a minimum of three (3) continuous days, or less, once the work begins. Equipment shall only be brought to the site the day the Contractor starts work and shall only be left on site if the crews are returning the next day. Upon completion of work the equipment must be removed from site. In the event Work cannot be completed, e.g., due to rain or wet grounds, the Contractor must contact the City Administrator.
6. Invoicing. Contractor shall prepare an invoice for work completed and submit the invoice to the City for payment. The rates for the work must not exceed the rates per cycle in the Bid (Exhibit C). The invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles (i.e. 6/1-6/14), project areas, unit cost per project area, and total cost. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal. Contractor shall submit a properly completed invoice to the City.
7. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Agreement. Contractor shall, at its sole expense, maintain during the full term of this Agreement, insurance coverage with limits not less than those provided in this Agreement with insurers licensed to do business in the State of Texas and acceptable to the City. Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. The Contractor's insurance policy shall be endorsed to include the City as an additional insured, and the Certificate of Liability shall be submitted to the City at least

ten (10) days prior to commencing work. The insurance coverages shall be as shown in Exhibit "D".

B. City's Duties

1. **Payment.** After a properly completed invoice is received and the work is complete and acceptable to the City, and such acceptance shall not be unreasonably withheld, City shall remit payment to Contractor within thirty (30) days.
2. **Inspection and Acceptance.** City shall monitor the Contractor's activities and ensure the work is performed in accordance with this Agreement. The City shall record, process and submit all pertinent information to the Agreement file for determination of termination of contract.
3. **Cancel Scheduled Mowing.** The City may cancel scheduled mowing cycles on a week-to-week basis. The Cancellation shall be based upon need, prevailing weather conditions, and available funding.

ARTICLE IV. MISCELLANEOUS PROVISIONS

- A. Assignment:** Neither the City nor the Contractor shall assign any interest in this Agreement without the prior written consent of the other party.
- B. Amendment:** This Agreement embodies the entire agreement between the parties and may not be modified unless in writing, executed by all parties.
- C. Termination:** The City or the Contractor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such failure is not cured within thirty (30) days of receipt of written notice of default; or (b) by the mutual written consent of the City and the Contractor.
- D. Relationship of Parties:** It is understood by the parties that Contractor and its employees are independent contractors with respect to the City and not employees of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees. The City may contract with other individuals for firms for landscaping or grounds maintenance.
- E. Conflicts of Interest:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third party client may exist. If the City Council finds that a project for a third party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days' notice to the other party.

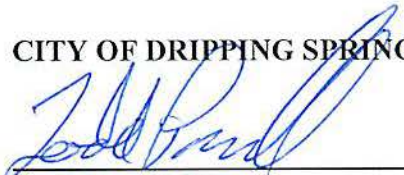
- F. Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
- G. INDEMNIFICATION:** CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.
- H. LIQUIDATED DAMAGES:** FAILURE ON THE PART OF THE CONTRACTOR TO SUSTAIN THE REQUIRED MAINTENANCE OR PERFORM UNDER THIS AGREEMENT MAY RESULT IN LIQUIDATED DAMAGES. THE CITY ASSESS TWO HUNDRED FIFTY DOLLARS (\$250.00) PER DAY IN LIQUIDATED DAMAGES FOR INCOMPLETE WORK UNTIL ALL WORK IS COMPLETED (LIQUIDATED DAMAGES WILL NOT EXCEED THE TOTAL DOLLARS FOR THE INCOMPLETE PROJECT LOCATION, PER CYCLE).
- I. Term:** The term of this Agreement shall be for one (1) year to commence on February 1, 2019 and ending on January 31, 2020. The City and the Contractor have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods.
- J. Notice:** Any notice and or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:
- | | |
|--------------------------------|--------------------------------|
| If to the City: | If to the Contractor: |
| City of Dripping Springs | Canyon Creek Landscaping, Inc. |
| Attn: City Administrator | Attn: Raul Arellano |
| PO Box 384 / 511 Mercer Street | 16351 FM 150 Unit C |
| Dripping Springs, TX 78620 | Driftwood, TX 78619 |
- K. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and by executing this Agreement, the Contractor affirms that it is not in violation of the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- L. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- M. Law & Venue:** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.
- N. Severability:** If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.
- O. Entire Agreement:** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter. This Agreement may be amended only by written consent of both Parties.

CITY OF DRIPPING SPRINGS:


 Todd Purcell, Mayor

Date

1/17/19

CANYON CREEK LANDSCAPING, INC:


 Raul Arellano, Owner

Date

1/16/19

ATTEST:


 Andrea Cunningham



ATTACHMENTS:

- Exhibit "A" Maintenance Requirements
- Exhibit "B" Maps
- Exhibit "C" Contractor Bid
- Exhibit "D" Insurance Requirements

Exhibit "A"

City of Dripping Springs Grounds Maintenance Requirements

Founders Memorial Park - 480 Founders Park Road

Mow, trim, remove clippings; remove litter from all areas. Height of cut shall be three (3) inches. Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City. Multi-purpose fields maintained by Dripping Springs Youth Sports Association (DSYSA).

FMP "A"

Park Entrance, Park Road, Gerald Brumley Garden and Playscape, Swimming Pool Grounds, Pound House Trail and North Parking Lot Native Area

Maintain areas twice per month on 14 day cycle during the months of April, May and June. Maintain inside swimming pool grounds during the months of May, June, July and August on a 14 day cycle.

Maintain monthly 30 day cycle, during the first week of March, September, October and first or second week of December or on a per cycle basis as directed by City. Fire ant control 3 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

1. Park Entrance

- Maintain entry between property lines and RR 12 and around historic columns at entrance.

2. Park Road

- Maintain both sides of the park from the road to the tree line/drainage area along the entrance. Maintain median within the parking lot.

3. Gerald Brumley Garden

- Maintain the Garden area from the road to the tree line. Trim around and within all landscape beds while protecting the desirable plants such as yucca and cacti within the beds. Maintain garden beds in weed-free condition and remove dead plant material.

4. Playscape Structure and Surface

- Maintain grounds in and surrounding the playscape area. Maintain an area that is 10 feet beyond any structures. Rake/till playscape engineered wood fiber surface monthly.

5. Walking Trail to Pound House Museum Property Gate

- Maintain a walking trail through the native area to the property gate on the south side of the Pound House Museum property. Trail to be maintained at a width of approximately ten (10) feet and shall have slight contours to enhance appearance as drawn on the FMP map.

6. Common Areas, Park Trail,

• Common Areas Around Multi-Purpose Fields

- Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of DSYSA.
- Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.

○ Common Areas Around Pound House Museum, Swimming Pool, Pavilion and Playscape

- Maintain common areas surrounding the Pound House Museum (outside fence), swimming pool (inside and outside), park pavilion and playscape. Access to swimming pool by City Staff.

○ Park Trail (.71 miles)

- Maintain six (6) feet either side of trail(s), where terrain permits. Trails to be weed free.

○ Open Space Maintenance – Native Area

- Native area adjacent to north parking lot and Pound House Museum property. The number of mowing cycles for this location may be altered/reduced during periods when wildflowers are germinating or present, or until flowers go to seed, per City Staff.
- Maintain areas on 14 day cycle in the months of April, May & June. (6-8 cycles),
- On 30 day cycle, maintain during the first week of March, July & August, September, October and first or second week of December; and/or on a per cycle basis as directed by City. (6 cycles)

Fire Ant Control

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor's personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

Bid Alternate for Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas –

Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (total 12 cycles PER PARK).

- In the event that the bid alternate for this task is accepted, the same criteria and responsibilities stated above shall be required.

City of Dripping Springs Grounds Maintenance Requirements

Rob Shelton Boulevard

Irrigated Walking Trail and Street Median along Rob Shelton Blvd., adjacent to HEB

- Maintain areas on 14 day cycle during the months of April, May, June, July, August, September and October (14-16 cycles). Mow, manage beds, check irrigation and perform fire ant control.
- Maintain once per month on 30 day cycle during the first week of March and first or second week of December and/ or as directed by City (2 cycles). Mow, manage beds, check irrigation, and perform fire ant control.
- Maintenance to be performed in locations indicated on map included with this packet.

Boulevard Median and Right of Way between Founders Memorial Park and Hwy 290 W.

- Maintain median and east side of boulevard as indicated on the map or as directed by City Staff.
- Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (9 cycles). Manage landscape beds, perform fire ant control and check irrigation.
- Maintain once per month on 30 day cycle during the first week of January, February and second week of December or as directed by City. (3 cycles) Mow, manage beds, check irrigation and perform fire ant control on right of way and median.

Boulevard Right of Way Adjacent to Corner of Five Star ER and US Hwy. 290; (Approximate Location is 333 Hwy 290 E.)

- Mow, trim and remove clippings on 14 day cycles during the months of March, April, May, June, July, August, September, October and November (16-18 cycles).
- Maintain once per month (on 30 day cycle) during the first week of January, February and second week of December or as directed by City. (3 cycles)
- Maintain right of way as indicated on map included in this packet.

City of Dripping Springs Grounds Maintenance Requirements

Sports and Recreation Park - 27148 Ranch Road 12

Mow, trim and remove clippings; remove litter from all areas as indicated on the attached exhibit "Sports and Recreation Park" (SRP); height of cut shall be three (3) inches. Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City. Soccer fields, softball fields and baseball field managed by others. Ant mounds treated each cycle must be shown on park map when invoices are submitted.

SRP "A"

Park Trails, Sport Courts, Fitness Stations, Park Road, Concessions/Restroom Buildings

Maintain all areas twice monthly or 14 day cycle during the months of April, May and June.

Maintain all areas once per month on 30 day cycle during the first week of March, July, September, and last week of November and/ or as directed by City. Fire ant control 3 times per year to control or eliminate fire ants on trails, picnic areas and playscapes.

1. Park Trails and Park Road

- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free.
- Maintain walking trail along the perimeter of soccer fields, which are the responsibility of Dripping Springs Youth Sports Association (DSYSA); maintain trail up to point where Dripping Springs Independent School District (DSISD) maintenance of competition baseball field.
- Maintain both sides of road throughout the park, to include: trimming around "barrier" boulders, fence line, parking lots, median/islands, tree, etc. where terrain permits. Maintain outside of vinyl-coated chain link fence at corner of Sports Park Drive and Rob Shelton Blvd.

2. Basketball Court, Volleyball Court, Fitness Stations

- Maintain this area by mowing and trimming, removing leaves, raking and removing weeds from volleyball court.

3. Picnic Areas

- Maintain around and beneath park furniture as needed to maintain a neat and well-kept appearance.
- Perimeter maintenance, whether by mowing or trimming around park furniture shall be a minimum of five (5) feet.

4. Concession/Restroom Buildings

- Maintain perimeter of both buildings by mowing and trimming around the trees, parking lots and buildings.

5. Common Areas

- Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of Dripping Springs Youth Sports Association and fields managed by DSISD.
- Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.

6. Playscape Structure and Surface

- Maintain grounds in and surrounding the playscape area. Maintain an area that is 10 feet beyond any structures.
- Rake/till playscape engineered wood fiber surface monthly, or as directed by City Staff.

7. Adult Softball Fields Perimeter

- Maintain at a height of 3 inches. Mow, trim and remove clippings from mid-May to end of September; weekly in May and June, twice monthly in July, August and September (12-13 cycles). Include common area between fields and 20 feet beyond fence in outfield where possible.

Bid Alternate for Adult Softball Fields

The City is considering assuming mowing and edging management of the two adult softball fields. This will not include dragging and lining of the fields.

Successful bidder will mow the turf of the fields weekly at a height of two inches, from mid-May through September (approximately 18 or 19 cycles). The successful bidder will also be charged with trimming the inside fence line of the softball field around the infield and outfield. In addition, the successful bidder will maintain a clean edge behind the base path where it transitions into the outfield. The successful bidder would also treat fire ant mounds as needed on the outfields.

Fire Ant Control

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYS. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor's personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

Bid Alternate for Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas – Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (total 12 cycles PER PARK).

- In the event that the bid alternate for this task is accepted, the same criteria and responsibilities stated above shall be required.

**City of Dripping Springs
Grounds Maintenance Requirements
Miscellaneous Properties**

Detention Pond - Home Depot Parking Lot

Mow, trim and remove clippings in detention pond on quarterly basis in March, May, July and October (4 cycles) to a height of 6" to 8" as indicated on map.

Bid Alternate

Detention Pond - Home Depot Parking Lot

Mow, trim and remove clippings in detention pond.

- Add five mowing cycles to existing quarterly mowing schedule.
- New schedule would include 30 day mowing cycles in March, April, May, June, July, August, September, October and 2nd week of December (Total of 9 cycles)

City of Dripping Springs Grounds Maintenance Requirements

Charro Ranch Park - 22690 W. FM 150.

Mow, trim; remove litter from all areas as indicated on the attached exhibit "Charro Ranch Park" (CRP). Height of cut shall be three (3) inches. Conduct fire ant control three times per year.

CRP "A"

1. **Park Entrance Road, Trail Signs, Park Signs, Picnic and Special Interest Areas and Cross Country Trail**
 - Maintain areas shown on 30 day cycle during the first week March, April, May, June, September and first or second week of December; and/or on a per cycle basis as directed by City.
2. **Park Entrance/Parking Lot**
 - Maintain east side of park entrance road to accommodate overflow parking from FM 150 to parking lot; maintain inside perimeter of fence in parking lot; maintain Park Sign by mowing and trimming around sign approximately five (5) feet out from sign base west of park entrance.
3. **Park Trails, Bird Viewing Area, Solstice Circle, Walk of Peace**
 - Maintain Park Trails, Cross Country Trail and Special Interest Area trails listed above by trimming the rock borders of the trails and/or trail surface as needed (Cross Country Trail six (6) feet wide, and as terrain allows); maintain perimeter of Solstice Circle to a distance of approximately five (5) feet from concrete slab; maintain Walk of Peace Trail and Walk of Peace Labyrinth trail surface as needed, and as terrain allows.
4. **Cross Country Trail**
 - Mow quarterly March, June, September and first or second week of December; or as directed by City Staff.
5. **Trail Signs, Picnic Areas, Park Furniture**
 - Maintain around and beneath park signs/furniture and picnic areas as needed to provide a neat and well-kept appearance. Maintain a mowed path (minimum five feet wide) to off-path picnic areas and benches. Perimeter mowing around park furniture/ signs shall be approximately three (3) feet wide where terrain allows.

Bid Alternate

Charro Ranch Park Cross Country Trail – Increased Maintenance

- Add 8 cycles per year to current 4 cycle maintenance (total 12) to provide cross country trail maintenance on a 30 day cycle or as directed by City Staff.

NOTE TO SUCCESSFUL BIDDER: CHARRO RANCH PARK HAS MULTIPLE NATIVE AREAS. IT IS IMPERATIVE THAT YOU WORK CLOSELY WITH CITY STAFF AND THE HAYS COUNTY MASTER NATURALISTS TO DETERMINE EXACT LOCATIONS FOR MOWING, TRIMMING, PESTICIDE AND INSECTICIDE TREATMENT, AS WELL AS ANY OTHER MAINTENANCE OF THE PARK.

Fire Ant Control

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor's personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

Bid Alternate for Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas –

Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (total 12 cycles PER PARK).

- In the event that the bid alternate for this task is accepted, the same criteria and responsibilities stated above shall be required.

EXHIBIT "B"

Triangle & Veterans Memorial Park

151 E Mercer St Dripping Springs, TX 78620



Wastewater Treatment Plant

23127 FM 150 Driftwood, TX 78619



Founders Park

480 Founders Park Road Dripping Springs, TX 78620



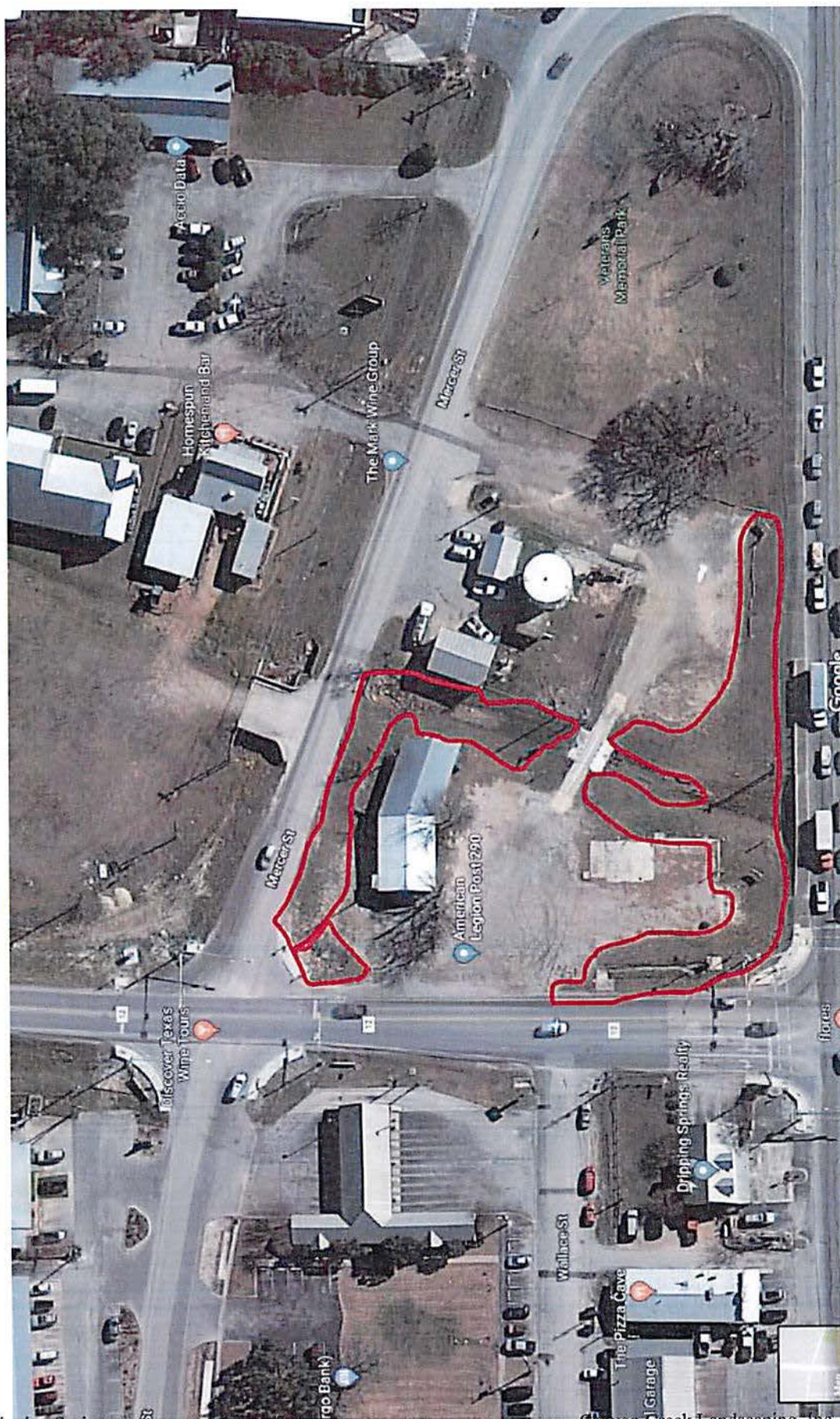
Right of Way

Founders Park Road & Rob Shelton Blvd



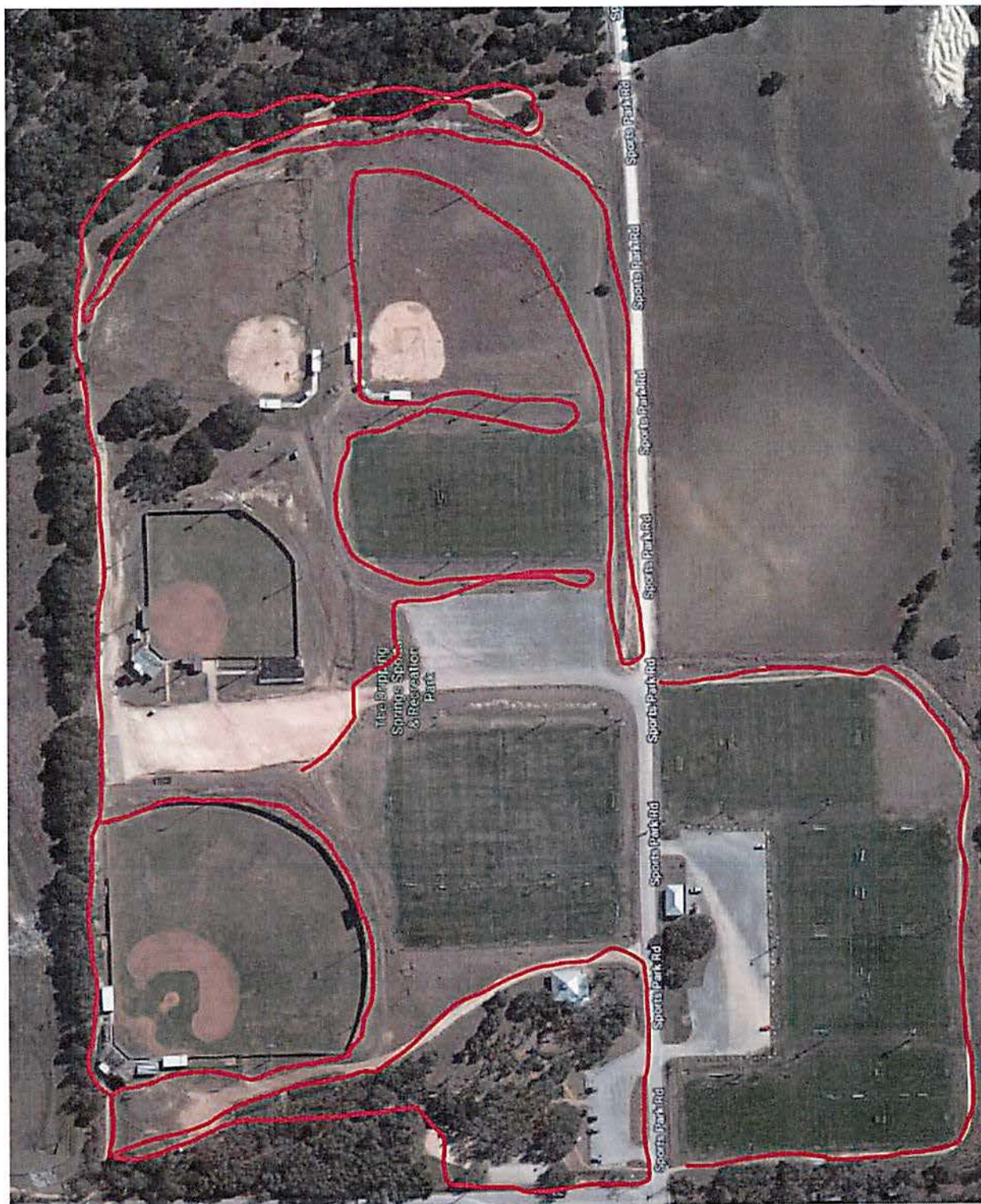
Right of Way

Northeast Corner of RR 12 and Mercer St



Sports and Recreation Park

27148 Ranch Road 12 Dripping Springs, TX 78620



Detention Pond– Home Depot Parking Lot

(Behind Home Depot located at 260 E Highway 290 Dripping Springs, TX 78960)



Charro Ranch Park

22690 W FM 150



COPY

Item 2.

City-Owned Parks Grounds Maintenance Bid Tab
Base Bid and Bid Alternates

CITY PARKS				
Charro Ranch Park "CRP"		Per Cycle Cost	Number of Cycles	Annual Total
Park Entrance Road, Trail Signs, Park Signs, Picnic, Special Interest Areas				
Maintain areas shown on 30 day cycle during the first week of March, April, May, June, September and first or second week of December; and/or on a per cycle basis according to map or as directed by City. (6 cycles).		\$1,000	6	\$6,000
Cross Country Trail - Mow March, June September and last week of November or as directed by City Staff				
		\$500	4	\$2,000
Fire Ant Control along trails and bird blind area				
		\$50	3	\$150
Sub-Total Charro Ranch Park Base Bid				\$8,150
Charro Ranch Park Cross Country Trail Bid Alternate				
Add 8 cycles per year to current 4 cycle maintenance (total 12) on a 30 day cycle or as directed by City Staff.		\$500	12	\$6,000
Sub-Total Charro Ranch Park with Bid Alternate			12	\$14,150
Sports and Recreation Park "SRP"				
Park Trails, Basketball, Volleyball Courts, Fitness Stations, Park Road, Concessions /Restroom Buildings				Annual Total

City-Owned Parks Grounds Maintenance Bid Tab
Base Bid and Bid Alternates

Maintain all areas on 14 day cycle during the months of April, May and June; include weed control and tilling VB court. (6-8 cycles)	\$700	8	\$5,600
Maintain all areas once per month (on 30 day cycle) during the first week of March, July, September, and first or second week of December and/or as directed by City. (4 cycles)			
SRP "B" Playscape	\$650	4	\$2,600
Mow, trim, remove clippings and rake playground areas as needed in city-owned parks monthly as directed by City.			
	\$50	12	\$600
Fire Ant Control - 3 cycles annually per specifications			
	\$50	3	\$150
Adult Softball Fields Perimeter			
Maintenance of perimeter of adult softball fields. Mow, trim and remove clippings with blower from mid-May to end of September; weekly in May and June, twice monthly in July, August and			
	\$500	13	\$6,500
Sub-total Sports and Recreation Park Base Bid			\$15,450
Bid Alternate - Mow, trim and edge, remove clippings with blower on two softball fields weekly from mid-May to end of September (18-19 cycles)	\$200	19	\$3,800
		19	

**City-Owned Parks Grounds Maintenance Bid Tab
Base Bid and Bid Alternates**

Sub-Total Sports and Recreation Park with Softball Field Bid Alternate				\$19,250
Founders Memorial Park "FMP"				
FMP "A"				
Park Entrance, Park Road, Gerald Brumley Garden and Playscape, Swimming Pool Grounds, Park Trails, Common Areas, "Pound House Trail to Southeast Gate and Native Area East of North Parking Lot (Include walking trail from parking lot and/or playground to the "southeast" side entrance to the Pound House and native area between the north parking lot and Pound House Museum property. The number of mowing cycles for these two locations may be altered/reduced during periods when wildflowers are germinating or present, or until flowers go to seed, per City Staff.)				
Maintain areas on 14 day cycle in the months of April, May & June. (6-8 cycles)			8	\$3,600
On 30 day cycle, maintain during the first week of March, July, August, September, October and first or second week of December; and/or on a per cycle basis as directed by City. (6 cycles)				
			6	\$2,700
Fire Ant Control - 3 cycles annually per specifications				
			3	\$300
Sub-Total Founders Memorial Park Base Bid				\$6,600

City-Owned Parks Grounds Maintenance Bid Tab
Base Bid and Bid Alternates

Veterans Memorial Park "VMP"; and/or the "Triangle"	Per Cycle Cost	Number of Cycles	Annual Total
VMP Park Grounds, Veterans Memorial Site, Farmer's Market Site, Picnic Area			
Maintain areas on 14 day cycle during the months of April, May and June. (6-8 cycles)	\$250	8	\$2,000
Maintain areas shown on 30 day cycle during the first week of March, July, September and first or second week of December; and/or on a per cycle basis as directed by City. (5 cycles)	\$400	5	\$2,000
VMP Landscape Beds (2)			
Maintain two landscape beds throughout year in a weed free condition, prune plantings as needed, remove dead plant material and replace per City requirements. (6-8 cycles)	\$50	8	\$400
Fire Ant Control -3 cycles annually per specifications	\$100	3	\$300
Seeding -Over seeding of rye grass in Mid-October approximately 30lbs per acre for total coverage.	-	1	-
Sub-Total Veterans Memorial Park Base Bid			\$4,700
BID ALTERNATE - Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas -			
Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (12 cycles PER PARK).			
	\$25	12	\$300

City-Owned Parks Grounds Maintenance Bid Tab
Base Bid and Bid Alternates

Subtotal for Fire Ant Control Bid Alternate at Charro Ranch Park				
	\$25	12		\$300
Subtotal for Fire Ant Control Bid Alternate at Sports and Recreation Park				
	\$25	12		\$300
Subtotal for Fire Ant Control Bid Alternate at Founders Memorial Park				
	\$25	12		\$300
Subtotal for Fire Ant Control Bid Alternate at Veterans Memorial Park				
	\$25	12		\$300
Subtotal for Fire Ant Control Bid Alternate				\$1,500

Total All Bid Options

Subtotal All Parks Base Bid				\$34,900
Subtotal All Parks with Charro Ranch Park Additional Trail Mowing				\$40,900
Subtotal All Parks with Additional Fire Ant Control at All Parks				\$36,400
Subtotal All Parks with Charro Ranch Park Additional Trail Mowing and Additional Fire Ant Control at All Parks				\$42,400
Subtotal Sports and Recreation Park Bid Alternate for Mowing/Edging Softball Fields (2)				\$3,800
Total All Parks with All Bid Alternates				\$46,200.00

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City-Owned Parks Grounds Maintenance Bid Tab

Base Bid and Bid Alternates

CANYON CREEK LANDSCAPING, INC. 12-17-18

Date:

Company



Approved

**City-Owned Park Trail Maintenance Bid Tab
Base Bid**

Park Trails Maintenance				
Base maintenance and weed control on decomposed granite trails are activities that will occur during contractor's normal maintenance activities. Any need for grooming and wash out area repair will fall under this category. Pricing will include labor and materials for repairs or grooming.				
Repairs to Wash Out Areas at Founders Memorial Park and Sports and Recreation Park	Price/\$.F.	Estimate /S.F.	Total Estimate (Annual)	
Repair wash outs on decomposed granite trails following rain events, etc. Based on 4x6 wash out area x 15 wash out repairs	\$3.00	360	\$1,080	
Grooming of decomposed granite trails to include blading and replacement of material as needed at Founders Memorial Park and Sports and Recreation Park				
Grooming for Founders Park & Sports and Recreation Park - Assume two cycles per park annually	Price per Cycle	Number of Cycles	Total Estimate (Annual)	
	\$500	4	\$2,000	
Park Trail Maintenance Sub-Total			\$3,080	
City-Owned Park Trail Maintenance Cost Estimate Base Bid				
			\$3,080	

Approved: 
 Company CANYON CREEK
 Date: 12-17-18

City Properties Grounds Maintenance Bid Tab
Base Bid and Bid Alternates

	Per Cycle Cost	Number of Cycles	Annual Total
Northeast Corner of RM 12 and Mercer St. Public Right of Way			
<i>Maintain public property on northeast corner of RR 12 and E. Mercer Street as shown on Veterans Memorial Park map during the first week of March, May, July and October. (4 cycles)</i>			
	\$100	4	\$400
Sub-Total Corner of RM 12 and Mercer St. Public Right of Way			\$400

	Per Cycle Cost	Number of Cycles	Annual Total
Irrigated Walking Trail and Street Median along Rob Shelton Blvd.			
<i>Maintain areas on 14 day cycle during the months of April, May, June, July, August, September and October (14-16 cycles). Mow, manage beds, check irrigation and perform fire ant control.</i>			
	\$200	16	\$3,200
<i>Maintain once per month (on 30 day cycle) during the first week of March and first or second week of December and/ or as directed by City (2 cycles). Mow, manage beds, check irrigation, perform fire ant control.</i>			
	\$250	2	\$500
Sub-Total Rob Shelton Blvd.			\$3,700

**City Properties Grounds Maintenance Bid Tab
Base Bid and Bid Alternates**

Rob Shelton Blvd. - Boulevard Median and Right of Way Between Founders Memorial Park and Hwy 290W.; Maintain median and east side of boulevard as indicated on the map or as directed by City Staff.	Per Cycle Cost	Number of Cycles	Annual Total
<i>Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (cycles). Manage landscape beds, perform fire ant control and check irrigation.</i>	\$100	20	\$2,000
<i>Maintain once per month (on 30 day cycle) during the first week of January, February and second week of December or as directed by City. (3 cycles) Mow, manage beds, check irrigation and perform fire ant control on right of way and median.</i>			
	\$100	3	\$300
Sub-Total - Rob Shelton Blvd. Between Founders Memorial Park and Hwy 290 W			\$2,300
Rob Shelton Blvd. - Right of way adjacent to corner of Five Star ER and US Hwy. 290; (approximate location is 333 Hwy 290 E)	Per Cycle Cost	Number of Cycles	Annual Total
<i>Mow, trim and remove clippings on 14 day cycles during the months of March, April, May, June, July, August, September, October and November (16-18 cycles).</i>	\$75	18	\$1,350
<i>Maintain once per month (on 30 day cycle) during the first week of January, February and second week of December or as directed by City. (3 cycles)</i>			
	\$75	3	\$225
Sub-Total - Rob Shelton Blvd. at Five Star ER			\$1,575

City Properties Grounds Maintenance Bid Tab
Base Bid and Bid Alternates

Detention Pond - North of Home Depot	Per Cycle Cost	Number of Cycles	Annual Total
<i>Mow detention pond on quarterly basis in March, May, July and October. (4 cycles)</i>			
	\$500	4	\$2,000
Sub-Total Detention Ponds			\$2,000
Detention Pond - North of Home Depot; Bid Alternate	Per Cycle Cost	Number of Cycles	Annual Total
Add five mowing cycles to existing quarterly mowing schedule. New schedule will include 30 day mowing cycles in March, April, May, June, July, August, September, October and 2nd week of December (9 cycles)			
	\$500	9	\$4,500
Sub-Total Detention Ponds Bid Alternate			\$4,500

Grand Total - NW Corner of RM 12 and Mercer St., Rob Shelton Blvd., & Detention Pond-Home Depot Lot			\$3,575
Grand Total/Bid Alternate - NW Corner of RM 12 and Mercer St., Rob Shelton Blvd., with BID ALTERNATE FOR DETENTION PONDS ADJACENT TO HOME DEPOT PARKING LOT			\$8,075

Approved:

Company *Canyon Creek*

Date:

12-17-18

9/11/17

**City Properties Grounds Maintenance Bid Tab
Base Bid and Bid Alternates**

Page 11 of 13

City of Dripping Springs

Wastewater Treatment Plant Grounds Maintenance Locations Bid Tab
Base Bid and Bid Alternates

Wastewater Plant	Per Cycle Cost	Number of Cycles	Annual Total
Irrigated leach field and buildings			
Maintain aerobic leach field areas on 5 day cycles during the months of March, April, May, June, July, August, September and October. (50 cycles)			
Maintain areas on 14 day cycles once per month from November to February. (8 cycles)	\$675	58	\$39,150
Maintain building/barnyard area inside fence on same schedule as leach fields. (58 cycles)	\$30	58	\$1,740
Over seeding of rye grass in Mid-October approximately 30lbs per acre for total coverage.	-	1	-
Sub-Total Wastewater Plant Base Bid			\$40,890
Bid Alternate - WWP #1			
Wastewater Plant - 23127 Ranch Road 150 - This bid alternate changes the existing base bid specifications from 18 cycles per year to approximately 45 cycles per year to address excessive growth of vegetation on aerobic leach fields year round.			
Maintain aerobic leach fields and building/barnyard area inside fence on same schedule - Increase mowing cycles from 14 day to weekly cycles during the months of March, April, May, June, July, August, September, and October (35 cycles instead of 16-18 cycles). And, increase mowing cycles from 2 cycles over 4 months to 14 day cycles from November - February (9-10 cycles) or as directed by City Staff.	\$30	45	\$1,350

R.A.

Wastewater Treatment Plant Grounds Maintenance Locations Bid Tab
Base Bid and Bid Alternates

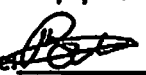
Sub-Total Wastewater Plant WWP #1				\$40,890

Wastewater Plant Grounds Maintenance Cost Estimate Base Bid				\$42,240

**List of Machinery and Equipment
for the City of Dripping Springs
Grounds Maintenance Contract**

Type of Equipment List all that will be used for this contract (tractor, brush hog, flail, line trimmer, etc.)	Number of units	Age of Unit
Tractor 72 in	4	2
Tractor 60 in	3	2
Tractor 52 in	4	2
Brush Hog	4	2
Line Trimmer	10	2
Blowers	8	2
Hedge Trimmers	10	2
Zero-turn Riders	5	2
Trailers	4	2
Trucks	6	2
Chain Saw	6	2
Shovels	10	2
Rakes	10	2
Push Lawn Mower	4	2
Walk behind mowers	6	2
Hedge Edgers	4	2
Brooms	6	2
Dust pan	1	2
Lawn Bags	730	2
Gloves	2,190	2
Protective Eye Wear	2,190	2
Fuel Can	10	2
Wheel Barrow	6	2
Grass Shears	6	2
Aerator	2	2
Pruning and Looping Shears	6	2
Front-end Loader Tractor	1	2

I certify that all equipment listed is owned or leased by _____ (Company Name)
and that all equipment is available for use on this contract.

Signature:  Canyon Creek Inc

Date: 12-17-18



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NORTHEAST AGENCIES, INC. 6467 MAIN STREET STE 104 WILLIAMSVILLE, NY 14221	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Contractors Bonding and Insurance Company 37203 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED CANYON CREEK LANDSCAPING INC. 16351 FM 150 W UNIT C DRIFTWOOD, TX 78619	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	C11SL8677	10/22/2018	10/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Dripping Springs 511 Mercer St PO Box 384 Dripping Spr, TX 78620	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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City of Dripping Springs
 Grounds Maintenance Agreement

Canyon Creek Landscaping, Inc.
 Page 36 of 37

*Exhibit "D"***CITY OF DRIPPING SPRINGS CONTRACTOR'S INSURANCE REQUIREMENTS**

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

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

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

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

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 Annual Aggregate.
- Automobile Liability with a minimum of:
 - \$250,000 Bodily Injury Per Person Each Accident
 - \$500,000 Bodily Injury Each Accident
 - \$100,000 Property Damage; or
 - \$1,000,000 Combined Single Limit Each Accident

TEXAS CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: CITY OF DRIPPING SPRINGS 511 MERCER ST/PO BOX 384 DRIPPING SPRINGS, TX USA 78620	Named Insured: CANYON CREEK LANDSCAPING INC. 16351 FM 150 W UNIT C DRIFTWOOD TX 78619-9259
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Automobile Liability					
Insurer Name: Allstate Insurance Company					
Policy Number: 648240093					
	1 -- Any Auto		2 - Owned Autos Only		3 - Owned Priv. Pass. Autos Only
	4 -- Owned Autos Other Than Priv. Pass. Autos Only	X	5 - Owned Autos Subject to No Fault		6 - Owned Autos Subject to a Compulsory UM Law
X	7 -- Specifically Described Autos	X	8 - Hired Autos Only	X	9 - Nonowned Autos Only
Policy Effective Date : 10-02-2019			Policy Expiration Date: 10-02-2020		
Limits of Insurance:		Combined Single Limit (each accident)			
	\$250,000/	BI Per Person	\$500,000	BI Per Accident	\$100,000 PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions					
Interested Party Type: Additional Insured - All Other					
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.					

Producer: AMANDA ESCOBAR INSURANCE AGENCY	Date: 07-23-19
Authorized Representative:	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CANYON CREEK LANDSCAPING INC.

Endorsement Effective Date: 10-02-2019

SCHEDULE

Name Of Person(s) Or Organization(s):

CITY OF DRIPPING SPRINGS
511 MERCER ST/PO BOX 384
DRIPPING SPRINGS, TX USA 78620

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



CAN01192021

**GROUNDS MAINTENANCE AGREEMENT
EXTENSION**

This Agreement ("Agreement") is made by and between the City of Dripping Springs, Texas, a municipal corporation, (hereinafter called the "City"), and CONTRACTOR, (hereinafter called the "Contractor"). Agreement is effective on the date of the last to execute below.

WHEREAS, on January 17, 2019 the City and Contractor entered into an agreement for the provision of grounds maintenance to the City, Contract Number CAN01152019; and

WHEREAS, the City finds that maintained grounds encourage outdoor activity, attract new residents to the community, and provide for public safety; and

WHEREAS, the City finds that expenses for certain City parks, street right-of-way maintenance, and detention bonds are all budgeted through the general operating budget and funded by the same general operating account; and

WHEREAS, the City seeks to extend the current agreement for grounds maintenance to September 30, 2021 in order to conform the grounds maintenance agreement schedule to the City's budget year; and

WHEREAS, the Contractor agrees to extend its Agreement to provide grounds maintenance to the City; and

WHEREAS, the City and the Contractor agree to the terms set in this Agreement.

NOW THEREFORE, for and in consideration of the agreements set forth below, the City and Contractor agree as follows:

1. The Agreement shall be extended through September 30, 2021.
2. All provisions of the Agreement, other than the Term of the Agreement as set forth in Article IV, Section I.
3. The Contractor shall comply with all City of Dripping Springs Code of Ordinances.

IN WITNESS WHEREOF, the City and Contractor hereby execute this Extension as duly authorized by the respective parties:

CITY OF DRIPPING SPRINGS:

**CANYON CREEK LANDSCAPING,
INC.:**

Bill Foulds, Jr., Mayor

Raul Arellano, Owner

Date

Date

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Maggie Peterson, Events & Programs Coordinator

City Council Meeting Date: January 19, 2021

Agenda Item Wording: Discuss and consider approval of a recommendation from the Founders Day Commission to cancel the 2021 Founders Day Festival

Agenda Item Requestor: Founders Day Commission

Summary/Background: The Commission entertained event modification ideas over the last several months, however, due to the current rising Covid-19 case numbers triggering Stage 5 restrictions in Travis County and increased restrictions in Hays County, the Commission unanimously agreed to recommend the cancellation of the 2021 Founders Day Festival to be held April 23 – 25, 2021.

The Commission felt that it would be impossible to maintain control over the number of attendees as Founders Day tends to draw crowds upwards of 14,000 per day, possibly leading to a “super spreader” event. Their concern for the health and safety of the Dripping Springs community was their primary motivator. The Commission plans to safely revive Founders Day in 2022.

FDC Recommendation: On 1.11.2021 Founders Day Commission unanimously recommended canceling the 2021 Founders Day Festival.

Attachments: None.

Next Steps/Schedule: Communication to the public regarding the cancellation of Founders Day 2021.



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

Submitted By: Kelly Schmidt, Parks & Community Services Director

Council Meeting Date: January 19, 2021

Agenda Item Discuss and consider approval of Proposed Covid-19 Precautions Plan for Parks
Wording: and Community Services summer 2021 Programs and Pool Operations.
Sponsor: Council Member King

Agenda Item Council Member Wade King
Requestor:

Summary/Background: Pool Season (w/ seasonal Pool Manger)
 Memorial Day May 31, 2021 – Labor Day September 6, 2021
 Pool Season (w/ FTE Programs & Aquatics Manager) –
 Memorial Day May 31, 2021 – October 31 (Hrs TBD after Labor Day)

The attached pool schedules vary by month due to the Tiger Splash Swim Team Use Agreement of the pool. Public swim hours will be made available to the public with the same Covid-19 precautionary measures plan as last year. The public will be required to sign up and pay for their desired two-hour swim session, on-line. There will be no cash handling at the pool and guests will be required to wear masks when not in the water. Social distancing will be encouraged for those not in the same household. Spaced pool furniture will be provided this year with Clorox wipe downs prior to each swim session.

Coyote Kids Camp: In preparing for summer 2021, (our delayed inaugural Coyote Kids Day Camp) staff referenced the CDC's Suggestions for Youth Program and Camps: Readiness and Planning Tool in developing our Covid-Precautionary measures plan. The plan was also reviewed and approved by Roman Baligad, City Emergency Management Coordinator.

Staff
Recommendation: Staff recommends approval as presented.

Attachments: 2021 Pool Schedules and Covid Precautions Plan
 2021 Camp Schedule and Covid Precautions Plan
 CDC Readiness and Planning Tool to Prevent the Spread of Covid-19 Among Campers

Next Steps/Schedule: Move forward with marketing of program and pool schedules, camp registration and the publication of Covid-19 precautions plan and pool schedule in print and on-line. Begin advertising for summer seasonal part-time Aquatic and Coyote Kids Camp program staff positions.

Dripping Springs Aquatics ~ 2021 Pool Schedule

Item 5.

NEW EXPANDED PUBLIC SWIM HOURS!!!

MAY

Summer Schedule 1 (Monday, May 4 - Monday, May 31)

NOTE: Public Swim hours on the last two weekends in May + Memorial Day!

Time	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8am - 9am	Closed					Tiger Splash Swim Meets 6:30am-12:30pm May 22 & 29	Private Party Slot 10am-12pm
9am - 12pm						Public Open Swim 1pm-8pm Only the following dates: May 22/23 & 29/30/31	
1pm - 5pm							
5pm - 8pm	Tiger Splash TAAF Swim Team Practices M-TH 5pm -8pm				Closed		

JUNE

Summer Schedule 2 (Tuesday, June 1 - Sunday, June 27)

Time	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8am - 10am	Adult Lap Swim - (8am - 10am)					Tiger Splash Swim Meets 6:30am-12:30p June 5, 19 & 26	Private Pool Party Slot 10am-12pm
10am - 1pm	Public Swim (10am-6pm)					Public Open Swim 1pm - 9pm	
1pm - 6pm							
6pm - 9pm	Tiger Splash TAAF Swim Team Practices M -TH (6pm -9pm)				Family Fun Night		

JULY

Summer Schedule 3 (Monday, June 28 - Sunday, July 25)

Time	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8am - 10am	Adult Lap Swim (8am-10am)						
10am - 1pm	Public Swim (10am-6pm)					Private Pool Party Slot 10am -12pm	
1pm - 6pm						Public Open Swim 1pm - 9pm	
6pm - 9pm	Tiger Splash TAAF Swim Team Practices M -TH (6pm -9pm)				Family Fun Night		

AUG

Summer Schedule 4 (Monday, July 26 - Sunday, Sept 26)

NOTE: Daily Adult Lap swim + Weekends + Labor Day only, after Friday, Aug 13.

Time	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8am - 10am	Adult Lap Swim (8am-10am)						
10am - 12pm	Private Pool Party Slot 10am - 12pm					Private Pool Party Slot 10am - 12pm	
1pm - 9pm	Public Open Swim 1pm - 9pm (July 26-Aug 13) Friday, August 13 - Last public open swim weekday.					Public Open Swim 1pm - 9pm	

Register online for all Parks & Community Services programs!

7

52

COYOTE KIDS DAY CAMP

Covid-19 Precautions Plan



Overview

1. All campers will be pre-registered via the on-line registration system.
2. Registrants will sign Covid-19 awareness waiver in addition to normal camp waiver.
3. Camp Enrollment & Staffing
 - a. Maximum of 50 campers per session (split into 5 Pack Cohorts of 10).
 - b. 2 counselors per Pack Cohort (5 Counselors (18yrs+) & 5 Jr. Counselors (16yrs & 17yrs)).
 - c. Camp Director will serve as point of contact for all camp staff & operations and Covid-19 concerns, questions, and self-reporting.
4. Camp will run for 11, 1 week thematic full-day, day camp sessions starting on Tuesday, June 1, 2021 through Friday, August 13, 2021.
5. Camp hours are 8am – 5pm (with extended care hours 7:30am-8am & 5pm-6pm)
6. Camp Counselor Training is for 2 weekends: Saturday & Sunday - May 15&16 / May 22&23, 2021. 10am-4pm.
7. Campers will bring their own water bottle, picnic lunch and 3 snacks each day.
8. Camp location is 1042 Event Center Drive, Dripping Springs Ranch Park & Event Center. Coyote kids camp is a nature camp and will be primarily held outdoors and in the large event room (capacity 800+). Each Pack Cohort will rotate at various times inside for afternoon heat/sun breaks and for various crafts, activities and guest speakers.

Daily Operations & Precautions

1. Each Coyote Kids Pack Cohort will have a designated drop-off and pick up location within the park to limit pack cohort co-mingling.
2. Parents will check their campers in with their Pack Leader each morning.

3. Parents will confirm that their camper is not exhibiting signs nor symptoms of Covid-19. Counselors will take temperature and document, upon check-in each day.
4. Camp craft supplies will be divided up per Pack Cohort for the weekly sessions and cleaned/disinfected at the end of each weekly session.
5. Camp activity supplies will be divided up per Pack Cohort for the weekly sessions and cleaned/disinfected at the end of each weekly session.
6. Daily Covid precaution behaviors
 - a. Campers will be given a Coyote Kids face mask to wear upon arrival. Counselors will be provided with a Coyote Kids face mask & temp taken and logged every day upon arrival.
 - b. Masks will always be worn when indoors and when not able to social distance outdoors.
 - c. Hands will be washed/disinfected upon arrival to camp, prior to snack breaks/after bathroom breaks and upon departure from camp.

Covid Signs Present at Camp

1. Staff and or campers that begin to exhibit COVID-19 symptoms during day camp will be immediately separated from their Pack Cohort. Staff/camper will be sent home to quarantine and may not return to camp unless they produce a negative Covid-19 test result.
2. In accordance with state and local laws and regulations, camp administrators will notify staff, and families immediately of any case of Covid-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act (ADA).
3. Impacted campers will be withdrawn from camp and refunded via a prorated amount.
4. Common areas such as restrooms used by the Covid-positive camper or staff person will be closed. The CDC recommends waiting to clean and disinfect an exposed area until after a 24-hr wait period has elapsed.

Suggestions for Youth Programs and Camps: Readiness and Planning Tool

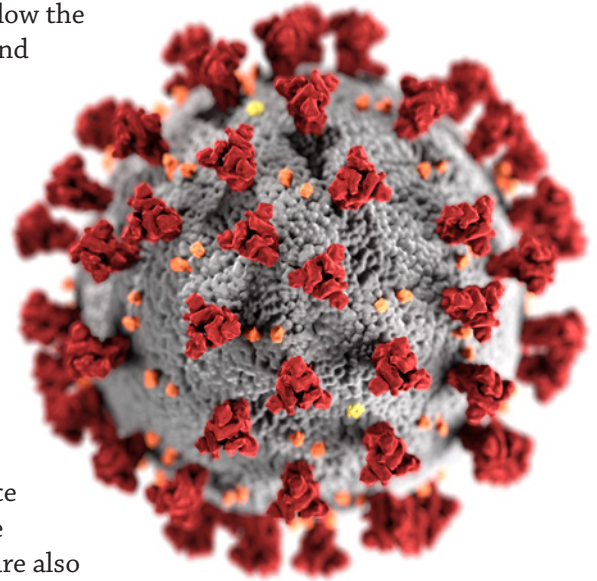
Item 5.

CDC Readiness and Planning Tool to Prevent the Spread of COVID-19 Among Campers

CDC offers the following readiness and planning tool to share ways camp administrators can help protect campers, staff, and communities, and slow the spread of COVID-19. This tool aligns with the [Suggestions for Camps](#), and includes the following:

- [General Readiness Assessment](#)
- [Daily/Weekly Readiness Assessment](#)
- [Preparing for if Someone Gets Sick](#)
- [Special Considerations and Resources](#)

Camp and youth program administrators may review and complete the general readiness assessment while working with state, local, tribal, territorial, or federal officials when making initial preparations to promote healthy behaviors, environments, and operations that reduce the spread of COVID-19. The daily/weekly readiness assessment may be used to monitor and maintain recommended practices. Planning tools are also included to help camp and youth program administrators prepare for if someone gets sick and identify special considerations specific to their program and participants, as well as the unique needs and circumstances of the local community. Implementation should be guided by what is feasible, practical, acceptable and tailored to the needs and context of each community.



Guiding Principles to Keep in Mind

The more people a camper or staff member interacts with, and the longer that interaction, the higher the risk of COVID-19 spread. The risk of COVID-19 spread increases in youth camp settings as follows:

- **Lowest Risk:** Small groups of campers stay together all day, each day. Campers remain at least 6 feet apart and do not share objects. Outdoor activities are prioritized. All campers are from the local geographic area (e.g., city, town, county, community).
- **More Risk:** Campers mix between groups but remain at least 6 feet apart and do not share objects. Outdoor activities are prioritized. All campers are from the local geographic area (e.g., community, town, city, or county).
- **Even More Risk:** Campers mix between groups and do not remain spaced apart. All campers are from the local geographic area (e.g., community, town, city, or county).
- **Highest Risk:** Campers mix between groups and do not remain spaced apart. All campers are not from the local geographic area (e.g., community, town, city, or county).



Suggestions for Youth Programs and Camps: General Readiness Assessment

Item 5.

Use the following tool when making initial preparations to promote healthy behaviors, environments, and operations that reduce the spread of COVID-19.

Policies and Procedures	Facilities and Supplies	Education and Training
Point Person(s): _____ ☐ Review relevant local/state regulatory agency policies and orders, such as those related to events, gatherings, and travel. ☐ Designate a staff person responsible for responding to COVID-19 concerns. Make sure other staff, parents, and campers know how to contact this person. ☐ Develop policies that encourage sick staff members to stay at home without fear of job loss or other consequences and protect their privacy, particularly for those with underlying medical conditions and at higher risk for severe illness. ☐ Offer options for staff and campers at higher risk for severe illness (e.g., telework or virtual learning opportunities). ☐ Offer flexible sick leave policies and practices. ☐ Offer options for flexible worksites (e.g., telework) and flexible work hours (e.g., staggered shifts). ☐ Develop a plan to monitor absenteeism of campers and staff, cross-train staff, and create a roster of trained back-up staff. ☐ Develop a plan to conduct daily health checks (e.g., temperature screening and/or symptom checking) of staff and campers, as possible, and in accordance with any applicable privacy laws and regulations. ☐ Develop a plan for campers to stay in small groups with dedicated staff and remain with the same group throughout the day, every day.	Point Person(s): _____ ☐ Obtain supplies including: ☐ soap ☐ hand sanitizer (at least 60% alcohol) ☐ paper towels ☐ tissues ☐ cleaning and disinfection supplies ☐ masks (as feasible) ☐ no-touch/foot pedal trash cans ☐ no-touch soap/hand sanitizer dispensers ☐ disposable food service items ☐ other: _____ ☐ Develop a schedule for increased routine cleaning and disinfection in collaboration with maintenance staff, including areas such as the following: ☐ buses or other transport vehicles ☐ frequently touched surfaces (e.g., desks, door handles, railings) ☐ communal spaces (e.g., restrooms) ☐ shared objects (e.g., gym equipment, art supplies, games) ☐ other: _____	Point Person(s): _____ ☐ Educate staff, campers, and their families about when they should stay home if they have COVID-19 symptoms, have been diagnosed with COVID-19, are waiting for test results, or have been exposed to someone with symptoms or a confirmed or suspected case, and when they can return to camp. ☐ Educate staff on flexible work and leave policies that encourage sick staff members to stay at home without fear of job loss or other consequences. ☐ Make plans for teaching the importance of handwashing with soap and water for at least 20 seconds. ☐ Make plans for teaching the importance of social distancing and staying with small groups, if applicable. ☐ Identify who should wear masks, and communicate the importance of wearing them. Masks should not be placed on: • Children younger than 2 years old • Anyone who has trouble breathing or is unconscious. • Anyone who is incapacitated or otherwise unable to remove the mask without help. ☐ Provide information on proper use, removal, and washing of masks. ☐ Train staff on all safety protocols. • Conduct training virtually or maintain social distancing during training. ☐ Other: _____

Suggestions for Youth Programs and Camps: **General Readiness Assessment**
(continued from previous page)

Item 5.

Policies and Procedures	Facilities and Supplies
☐ Develop a plan for campers to bring their own meals or for serving individually plated meals, if possible. Consider staggering mealtimes or having campers eat in separate areas or with their small group instead of in a communal space.	☐ Close shared spaces or develop a plan for staggered use and cleaning and disinfecting .
☐ Develop protocols to limit contact between small groups and with other campers' guardians (e.g., staggered arrival and drop-off times or locations).	☐ Develop a plan for regular cleaning and disinfecting of buses or other transport vehicles, see guidance for bus transit administrators .
☐ Develop a plan for if someone gets sick or shows symptoms of COVID-19.	☐ Develop a protocol to ensure safe and correct use and storage of cleaners and disinfectants , including storing products securely away from children.
☐ Other: _____	☐ Ensure ventilation systems operate properly. If using fans, make sure they do not blow from one person onto another.
	☐ Ensure all water systems and features are safe to use after a prolonged facility shutdown.
	☐ Follow CDC's considerations for Pools, Hot Tubs, and Water Playgrounds During COVID-19 .
	☐ Install physical barriers, such as sneeze guards and partitions, in areas where it is difficult for individuals to remain at least 6 feet apart (e.g., reception desks).
	☐ Provide physical guides, such as tape on floors and signs on walls, to promote social distancing.
	☐ Space seating at least 6 feet apart.
	☐ Develop protocol to increase circulation of outdoor air as much as possible (e.g., opening windows and doors when it is safe to do so).
	☐ Develop protocol to monitor and ensure adequate supplies to minimize sharing of materials, or limit use to one group of campers at a time, and clean and disinfect between use..
	☐ Encourage organizations that share the camp facilities to follow these considerations.
	☐ Other: _____

Suggestions for Youth Programs and Camps: General Readiness Assessment

Item 5.

Use the following tool when making initial preparations to promote healthy behaviors, environments, and operations that reduce the spread of COVID-19.

Communication and Messaging	Gatherings, Visitors, and Events	Action Planning—Notes and Next Steps
Point Person(s): _____ ☐ Post signs in highly visible locations to promote everyday protective measures and describe how to stop the spread of germs: ☐ entrances ☐ dining areas ☐ restrooms ☐ other _____ ☐ Develop plans to include messages (e.g., videos) about behaviors that prevent spread of COVID-19 when communicating with staff and families on: ☐ websites ☐ email ☐ social media accounts ☐ other _____ ☐ Consider posting signs for the national distress hotline: 1-800-985-5990, or text TalkWithUs to 66746. ☐ Notify all camp staff and families of who to contact for questions and concerns related to COVID-19. ☐ Other: _____	Point Person(s): _____ ☐ Review local/state regulatory agency policies related to group gatherings to determine if events can be held. ☐ Limit group events, gatherings, or meetings where social distancing of at least 6 feet between people cannot be maintained. ☐ Limit nonessential visitors, volunteers, and activities involving external groups or organizations as much as possible—especially with individuals who are not from the local geographic area (e.g., community, town, city, county). ☐ Avoid activities and events such as field trips and special performances where it may be difficult to maintain social distancing. ☐ If offering sporting activities, follow considerations to minimize transmission of COVID-19 to players, families, coaches, and communities. ☐ Prioritize outdoor activities where social distancing can be maintained as much as possible. ☐ If food is offered at any event, make plans to ensure pre-packaged boxes or bags for each attendee and use of disposable food service items. Provide hand sanitizer or wipes if handwashing is not available. ☐ Other: _____	Point Person(s): _____ Use this space to note any required resources and next steps, or potential barriers and opportunities:

Suggestions for Youth Programs and Camps: Daily/Weekly Readiness Assessment

Item 5.

Use the following tool to monitor and maintain healthy behaviors, environments, and operations that reduce the spread of COVID-19.

Policies and Procedures	Facilities and Supplies	Education and Training
Point Person(s): _____ ☐ Maintain regular contact with local health authorities and review relevant local/state regulatory agency policies and orders for updates. ☐ Ensure a staff person (e.g., camp nurse or healthcare provider) is responsible for responding to COVID-19 concerns is assigned. ☐ Monitor absenteeism of campers and staff. ☐ Ensure roster of trained back-up staff is updated. ☐ Conduct daily health checks (e.g., temperature screening and/or symptom checking) of staff and campers, as possible, and in accordance with any applicable privacy laws and regulations. ☐ Ensure options for flexible worksites (e.g., telework) and flexible work hours (e.g., staggered shifts) are available and used when needed. ☐ Ensure campers are kept together in small groups with dedicated staff and remain with the same group throughout the day, every day. ☐ Adhere to and review protocols to limit contact between small groups and with other campers' guardians. ☐ Ensure small groups maintain a physical distance of at least 6 feet to avoid mixing between groups, if possible. ☐ Ensure campers eat in separate areas or with their small group. ☐ Ensure each camper's belongings are separated from others' and in individually labeled containers, cubbies, or designated areas.	Point Person(s): _____ ☐ Monitor and restock supplies including: ☐ soap ☐ hand sanitizer (at least 60% alcohol) ☐ paper towels ☐ tissues ☐ cleaning and disinfection supplies ☐ masks (as feasible) ☐ no-touch/foot pedal trash cans ☐ no-touch soap/hand sanitizer dispensers ☐ disposable food service items ☐ other: _____ ☐ Monitor adherence to the schedule for increased, routine cleaning and disinfection of: ☐ buses or other transport vehicles ☐ frequently touched surfaces ☐ communal spaces ☐ shared objects ☐ other: _____ ☐ Monitor availability and use of gloves when removing garbage bags or handling and disposing of trash. ☐ Monitor safe and correct use and storage of cleaners and disinfectants, including storing products securely away from children.	Point Person(s): _____ ☐ Educate staff, campers, and their families about when they should stay home if they become sick with COVID-19 symptoms, test positive for COVID-19, or have been exposed to someone with symptoms or a confirmed or suspected case, and when they can return to camp. ☐ Educate staff on flexible work and leave policies that encourage sick staff members to stay at home without fear of job loss or other consequences. ☐ Reinforce and monitor handwashing with soap and water for at least 20 seconds. ☐ Encourage covering coughs and sneezes with a tissue, and then washing hands with soap and water for at least 20 seconds. ☐ Encourage social distancing and staying with small groups, if applicable. ☐ Reinforce the use of masks. Masks should not be placed on: • Children younger than 2 years old • Anyone who has trouble breathing or is unconscious • Anyone who is incapacitated or otherwise unable to remove the mask without help. ☐ Provide information on proper use, removal, and washing of masks. ☐ Train staff on all safety protocols. • Conduct training virtually or maintain social distancing during training. ☐ Other: _____

Considerations for Schools: Daily/Weekly Readiness Assessment
(continued from previous page)

Item 5.

Policies and Procedures	Facilities and Supplies
☐ Ensure limited sharing of electronic devices, toys, books, and other games or learning aids, and clean and disinfect between users.	☐ Ensure that there is adequate ventilation when cleaners and disinfectants are used to prevent children or staff from inhaling toxic fumes.
☐ During naptime, assign mats to individual children, sanitize mats before and after use, and space them out as much as possible.	☐ Ensure ventilation systems operate properly.
• Position campers head-to-toe to ensure distance between their faces.	☐ Ensure seating is spaced at least 6 feet apart.
☐ Other: _____	☐ In transport vehicles, ensure one child per row, skipping rows when possible.
	☐ For communal spaces, ensure staggered use, and cleaning and disinfecting frequently touched surfaces and shared objects between users.
	☐ Increase circulation of outdoor air as much as possible (e.g., opening windows and doors when it is safe to do so).
	☐ Ensure adequate supplies to minimize sharing of high-touch materials, and monitor cleaning and disinfecting between use. .
	☐ Other: _____

Suggestions for Youth Programs and Camps: Daily/Weekly Readiness Assessment

Item 5.

Use the following tool to monitor and maintain healthy behaviors, environments, and operations that reduce the spread of COVID-19.

Communication and Messaging

Point Person(s): _____

- ☐ Continue to post or update [signs](#) in highly visible locations to [promote everyday protective measures](#) and describe how to [stop the spread](#) of germs. Signage locations include:
 - ☐ entrances
 - ☐ dining areas
 - ☐ restrooms
 - ☐ other _____
- ☐ Continue to provide or update messages (e.g., [videos](#)) about behaviors that prevent spread of COVID-19 when communicating with staff and families on:
 - ☐ websites
 - ☐ email
 - ☐ [social media accounts](#)
 - ☐ other _____

- ☐ Ensure all staff and families know which staff person is responsible for responding to COVID-19 concerns and how to contact them.
- ☐ Encourage staff and campers to take breaks from watching, reading, or listening to news stories about COVID-19, including social media if they are feeling overwhelmed or distressed.
- ☐ Promote healthy eating, exercising, getting sleep, and finding time to unwind.
- ☐ Encourage staff members and campers to talk with people they trust about their concerns and how they are feeling.
- ☐ Other: _____

Gatherings, Visitors, and Events

Point Person(s): _____

- ☐ Continue to encourage social distancing of at least 6 feet between people at group events, gatherings, or meetings, including outdoor activities.
- ☐ Continue to restrict nonessential visitors, volunteers, and activities involving external groups or organizations—especially those who are not from the local geographic area (e.g., community, town, city, country).
- ☐ Continue to avoid activities and events such as field trips and special performances.
- ☐ Continue to follow [considerations](#) for campers and staff participating in sporting activities.
- ☐ Continue to offer pre-packaged boxed or bagged meals for each attendee and use disposable food service items.
- ☐ Other: _____

Action Planning—Notes and Next Steps

Point Person(s): _____

Use this space to note any required resources and next steps, or potential barriers and opportunities:

Suggestions for Youth Programs and Camps: Preparing for if Someone Gets Sick

Item 5.

Use the following tool when making initial preparations for if someone gets sick with COVID-19.

Before Someone Gets Sick	When Someone Gets Sick	After Someone Gets Sick
Point Person(s): _____ ☐ Make sure staff and families know they should not come to camp, and that they should notify camp officials if they become sick with COVID-19 symptoms, test positive for COVID-19, or have been exposed to someone with symptoms or a confirmed or suspected case. ☐ Develop systems to: ☐ Have individuals self-report to the administrators if they have symptoms of COVID-19, a positive test for COVID-19, or were exposed to someone with COVID-19 within the last 14 days. ☐ Notify individuals of closures and restrictions put in place to slow the spread of COVID-19. ☐ Develop policies for returning to camp after COVID-19 illness. CDC's criteria to discontinue home isolation and quarantine can inform these policies. ☐ Identify an isolation room or area to separate anyone who has COVID-19 symptoms or who has tested positive but does not have symptoms. ☐ If a person becomes sick and needs to be transported, establish procedures to ensure safe transporting. ☐ Develop a plan to support staff, campers, and families experiencing trauma or challenges related to COVID-19. ☐ Other: _____	Point Person(s): _____ ☐ Immediately separate individuals with COVID-19 symptoms. ☐ Care for sick individuals following CDC guidance for caring for yourself or others who are sick. ☐ If necessary, transport sick individual(s) to a healthcare facility, depending on how severe their symptoms are. ☐ If calling an ambulance or bringing someone to the hospital, try to call first to alert them that the person may have COVID-19. ☐ Close off areas used by a sick person and do not use these areas until after cleaning and disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable). ☐ Other: _____	Point Person(s): _____ ☐ In accordance with state and local laws and regulations, notify local health officials, staff, and families of cases of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act (ADA). ☐ Notify individuals of closures and restrictions put in place due to COVID-19 exposure. ☐ Advise those who have had close contact with a person diagnosed with COVID-19 to stay home, self-monitor for symptoms, and follow CDC guidance if symptoms develop. ☐ Wait at least 24 hours before cleaning and disinfecting. If 24 hours is not feasible, wait as long as possible. Ensure safe and correct use and storage of cleaning and disinfection products, including storing them securely away from children. ☐ Other: _____
Notes and Next Steps		

Suggestions for Youth Programs and Camps: Special Considerations and Resources

Item 5.

Use the following resources to address any additional considerations specific to your program or community context.

Considerations for Sleepaway Camp

Point Person(s): _____

- | | |
|--|---|
| ☐ Communicate to families if you are accepting campers from various geographic regions (e.g., communities, cities, towns, countries). | ☐ Identify an isolation room or area to separate anyone who exhibits COVID-like symptoms . |
| ☐ Position mats or beds so that campers and staff sleep head-to-toe at least 6 feet apart. | ☐ Ensure staff and campers with symptoms (fever, cough, or difficulty breathing) at camp are immediately separated and referred to their healthcare provider. |
| ☐ Review and adhere to CDC's Guidance for Shared or Congregate Housing . | ☐ Ensure staff and campers who have had close contact with a person who has symptoms are separated, and follow CDC guidance for community-related exposure . |
| ☐ Install physical barriers, such as plastic flexible screens, between bathroom sinks and between beds. | ☐ If a person becomes sick and needs to be transported, establish procedures to ensure safe transporting. |
| ☐ Monitor and enforce social distancing and healthy hygiene at all times. | ☐ Take steps to ensure any external community organizations that share the camp facilities follow these considerations. |
| ☐ Place signs to remind campers to wash their hands and practice healthy hygiene in bathrooms. | ☐ Other: _____ |
| ☐ Regularly clean and disinfect bathrooms using EPA-registered disinfectants . | |
| ☐ Encourage staff and campers to avoid placing toothbrushes or toiletries directly on counter surfaces. | |

Other Resources

Point Person(s): _____

- [Latest COVID-19 Information](#)
- [Cleaning and Disinfection](#)
- [Guidance for Businesses and Employers](#)
- [Guidance for Schools and Childcare Centers](#)
- [Guidance for Park Administrators](#)
- [Shared and Congregate Housing](#)
- [COVID-19 Prevention](#)
- [Handwashing Information](#)
- [Masks](#)
- [Social Distancing](#)
- [COVID-19 Frequently Asked Questions](#)
- [People at Higher Risk](#)
- [People with Disabilities](#)
- [Coping with Stress](#)
- [HIPAA and COVID-19](#)
- [CDC communication resources](#)
- [Community Mitigation](#)

Other Considerations

Point Person(s): _____

Use this space to note any required resources and next steps, or potential barriers and opportunities:



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

Submitted By: Kelly Schmidt, Parks & Community Services Director

City Council Meeting Date: January 19, 2021

Agenda Item Wording: Discuss and consider approval for the creation of a Parks & Community Services Programs & Aquatics Manager position.

Agenda Item Requestor: Wade King

Summary/Background: Notification that the Founders Memorial Pool full-time seasonal pool manager would not be returning for the 2021 pool season inspired an opportunity to reassess the recruitment objectives and scope of the position. At the conclusion of the very irregular 2020 swim season it was made abundantly clear by the Founders Pool swim community that a desire existed to have the season extended from a traditional Memorial Day to Labor Day to something more seasonally appropriate that aligns with Texas weather, like March – November (closed December, January & February for maintenance and upkeep).

With that said, Founders Memorial Pool and Park are on the verge of becoming a major community resource with provisions and amenities that serve the recreation and health and wellness needs of a multitude, year-round. In order to achieve the objective of meeting the desires of the community and providing a public aquatic facility and park that meet high standards and align with industry best practices it is time for the city to invest in on-site professional consistency and facility management.

The current budgeted payroll for aquatics/pool staff will cover the position's hourly rate of \$25/hr from April 1, 2022 – September 30, 2022 plus staffing needs. Annual salary in FY 2022 will equate 52,000/Annually + benefits. The hourly rate was derived after reviewing similarly posted positions on the Texas Recreation and Park Society's job bank and contrasting against existing department payscale and scope.

- City of McKinney, TX: Aquatics Supervisor \$46,075 - \$67,730/Annually
- City of Baytown, TX: Aquatics Coordinator \$57,406 - \$71,758/Annually
- City of Marble Falls, TX: Recreation Coordinator \$22.06 - \$31.76/Hr
- City of Pflugerville, TX: Recreation Programs Supervisor \$46,342/Annually

Staff Recommendation:	Staff recommends approval of changing the scope and title of the seasonal, full-time Pool Manager position to seasonal, full-time Programs & Aquatics Manager and recommends approval of the job description. Staff plans to recommend the approval of the position to transition to Full-time, Exempt on October 1, 2021, along with the FY 2021-2022 Recommended Budget that will be submitted in a few months.
PRC Recommendation:	On January 4, 2021 the Parks and Recreation Commission unanimously recommended approval of the creation of a Full-Time, Seasonal Programs and Aquatics Manager position with being advertised as slated to transition to Regular Full-time - Exempt beginning October 1, 2021.
Attachments:	• Proposed PCS Department Re-Org Chart for FY2022 • Draft Programs and Aquatics Manager Job Description for full-time seasonal position.
Next Steps/Schedule:	Market position opening, interview, hire and train new Manager.



PROGRAMS & AQUATICS MANAGER

Full-Time Seasonal

(April through October)

A. GENERAL PURPOSE

The Dripping Springs Parks and Community Services Programs and Aquatics Manager's general purpose is to serve as pool manager overseeing operations of Founders Memorial Park Pool and future Skate Park. This position is also charged with coordinating the creation of youth & adult enrichment, wellness and athletic programs utilizing City parks and facilities to their fullest potential.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Supervises Lifeguards, instructional swim program when offered, and serves as liaison for TAAF summer swim team.
2. Hires, trains, schedules and supervises pool and program staff, program contractors, and volunteers.
3. Conducts in-service training for staff.
4. Performs administrative duties including creating daily financial reports and pool chemical reports.
5. Teaches and/or coordinates American Red Cross Health and Safety program course offerings as well as provide city-wide staff CPR/AED trainings as needed.
6. Maintains pool chemical levels and pool with assigned maintenance personnel to ensure optimal water quality and equipment operations.
7. Supervises skate park and patron usage.
8. Develops "on call" aquatic emergency chain of command system.
9. Develops and expands relationships with existing youth and adult sport associations and the local YMCA.
10. Creates a thriving park wellness program that encourages hiking, nature observation, yoga in the park, walking and other clubs, tai chi, etc. Build community through identifying people with common interests that enjoy essential quality of life pursuits.
11. Responds to citizen requests for information and complaints with respect to programs, pool operations, skate park operations and provide appropriate follow-up.
12. Plans, schedules, and implements all recreation programs, Coyote Kids Day Camp, classes for children, adults, families, and seniors ensuring orderly integration throughout the year and maximize program participant health/safety: conducts or provides supervision of programs as required; requisitions supplies; organizes registration and instructor staffing.

13. Other duties as assigned.

C. SUPERVISION RECEIVED

Under the supervision of the Parks and Community Services Director and the City Administrator.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Bachelor's Degree in Recreation Administration, Public Administration, Kinesiology, Therapeutic Recreation, or other related Bachelor's Degree or a minimum of four years of experience in municipal Parks and Recreation program management including experience with teaching swim lessons at a progressive level, swim team coaching, and training lifeguards with minimum education of high school diploma or equivalent..

1. Strong organization, communication, public relations, and leadership skills required.
2. Ability to establish and maintain effective working relationships with City employees, City officials, vendors, and general public.
3. Experience in public speaking, training, and presenting to public officials.
4. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
5. Ability to communicate effectively orally and in writing.
6. Ability to work independently and exercise good judgment.
7. Experience in Aquatics including best practices (specifically pool management and aquatics programming such as swim lessons, water aerobics, seasonal youth swim teams).
8. Experience with or working knowledge of athletic league creation and management.
9. Proficient in marketing via social media platform channels, in various software systems (Microsoft Office) to promote all park programs and aquatics happenings.
10. Certifications: American Red Cross Water Safety Instructor (WSI), American Red Cross Lifeguard & Instructor, CPR for Professional Rescuer Instructor, Adult & Pediatric CPR/AED, First Aid, Pool Operator or Aquatic Facility Operator (or able to obtain within 6 months). Certified Park and Recreation Professional (CPRP) a bonus!

E. TOOLS AND EQUIPMENT USED

Point of Sale and Recreation Program Registration computer software system (Activenet), Microsoft Office, water safety equipment, calculator, pool maintenance equipment, basic cleaning equipment, and aquatics rescue equipment.

F. SPECIAL REQUIREMENTS

1. A valid state driver's license.
2. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands; and reach with hands and arms. The employee is required to be a proficient swimmer and have the ability to rescue and remove an individual from

the water.

3. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of office supplies, files, equipment and furniture.
4. Must have reliable transportation.

G. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed. The employee regularly works in outside weather conditions; works in both indoor and outdoor environments; and has exposure to extreme weather conditions. The employee will regularly work with minimal supervision and independently at Founders Memorial Park Pool Administrative office.

H. WORK HOURS

The Programs & Aquatics Manager position is a full-time, seasonal, non-exempt position. Work hours will vary based on the pool season, events, programs or projects assigned throughout the year. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Parks and Community Services Director or City Administrator. Any overtime hours performed must be preapproved by the Parks and Community Services or City Administrator. Hours may include holidays, weekends, and evenings and on call when off-duty if needed at the direction of the Parks and Community Services Director or City Administrator.

I. SALARY

Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

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

K. EQUAL OPPORTUNITY EMPLOYER

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

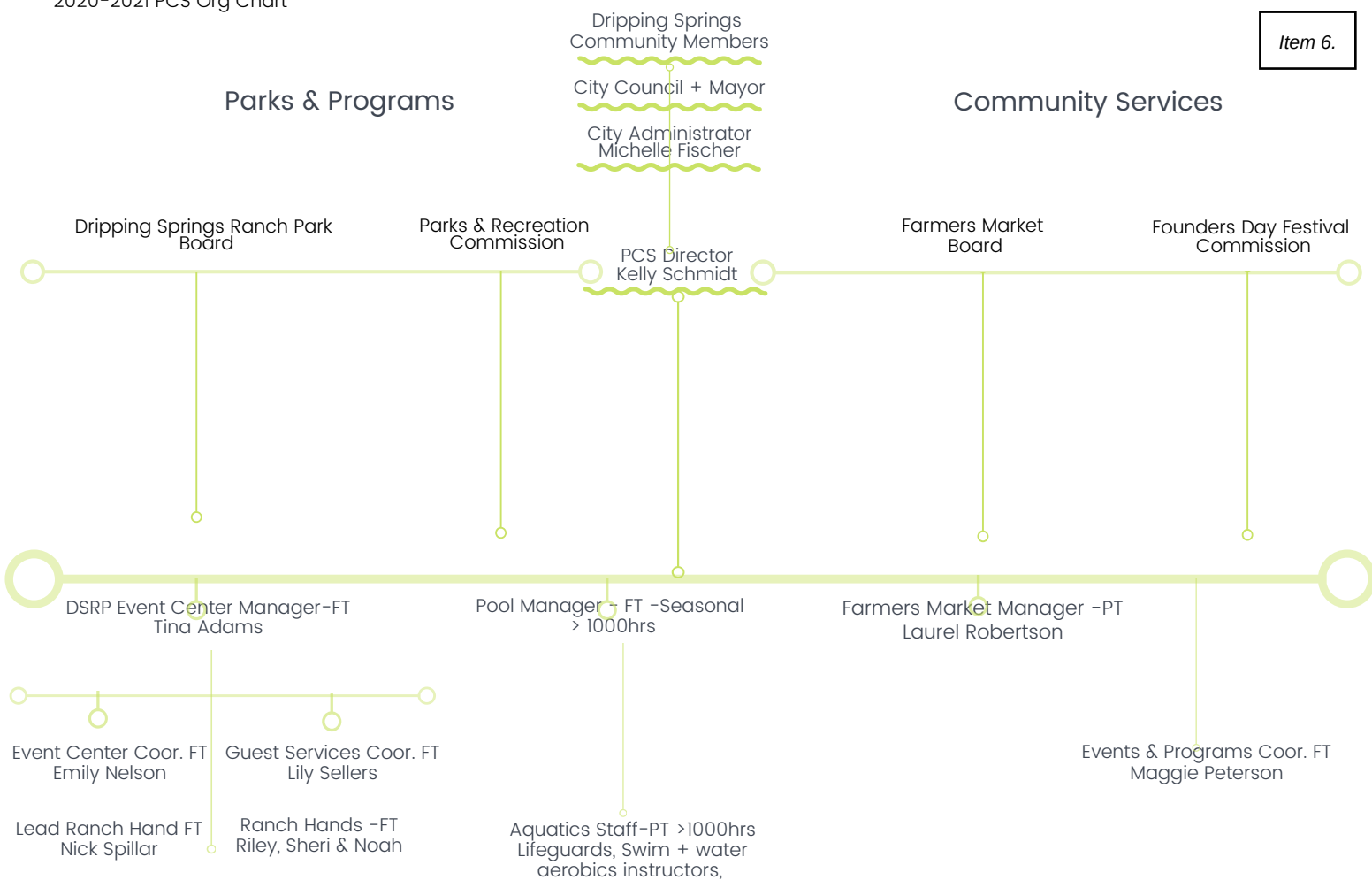
Please note: This Position Description is not a contract, and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably

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

DRAFT

Parks & Programs

Community Services



Current

PCS Director
Kelly Schmidt

- Manages PRC Department Operations & Team
- Oversees all PCS contracts reviewing and amending
- Oversees budgets (DSRP, FDC, PRC, & FM)
- Oversees HR tasks (recruitment, hiring, training, coaching, recommends termination)
- Creates policy, evaluates & updates existing policies regularly
- Applies for and obtains alternative sources of funding
- Manages all Capital Improvement projects & Master Plans
- Serves as city lead for NRPA Accreditation
- Authors and publishes seasonal PCS Activity Guide
- Serves as PCS staff liaison to PRC & City Council - attends all meetings
- Oversees web content and department branding
- Serves as department software's primary administrator
- Fields escalated questions, complaints, ideas from the public
- Manages all Community Services: film permits, event permits, street closure permits, itinerant vendor licenses
- Manages park dedication bench & tree donation program
- Instructs Red Cross programs (LGI)
- Assists with upkeep and pool oversight. Aquatic Facility Operator (AFO certified)
- Manages Founders Pool Business Operations
- Recruits, hires & trains Seasonal Aquatics Staff (15-20)
- Recruits, hires & trains Seasonal Coyote Kids Staff (6)
- Creates new Park Programs
- Uses Social Media to promote PCS
- Oversees all partnership programs in the parks (DSYSA, DSISD, DSASA)
- Explores and analyzes the introduction of adult sports leagues

Founders Memorial Pool Manager - FT
Seasonal (April - September)

- Instructs Red Cross programs (LGI)
- Assists with upkeep and pool oversight.
- Possesses & maintains necessary aquatics certifications, LGT, LGI, Aquatic Facility Operator (AFO certified), CPR/AED Adult & Pediatric
- Serves as on-site pool operations supervisor & schedules Aquatics Staff (15-20)
- Enforces pool use policies
- Manages aquatic programs (swim lessons & aerobics, swim team usage)
- Uses Social Media to promote PCS
- Provides customer service at Founders Pool Office

Programs & Events Coordinator - (FTE)
Maggie Peterson

- Serves as City staff & facilitator for City-wide Annual & Micro Events (existing & future)
- Christmas on Mercer
- Founders Day Festival - Attends Commission meetings assists with agenda
- Festival of Flight - World Migratory Bird Day
- Movies in the Park Summer Series (future)
- Concerts in the Park Summer Series (future)
- Coordinates all Community Initiatives
- Keep Texas Beautiful
- Its Time Texas
- Dark Sky Initiatives
- Texas Bird City (designation announcement Feb)
- Farmers Market
- Assists Mngr w/Set-up & POS sales in ActiveNet - covers in mngr absence
- Attends Farmers Market Meetings
- Creates & Facilitates Community Programs
- Serves as Coyote Kids Camp Director
- Skate Night (paused due to Covid)
- Tot-Time (paused due to Covid)
- Tween Scene (paused due to Covid)

PCS Director
Kelly Schmidt

- Manages PRC Department Operations & Team
- Oversees all PCS contracts reviewing and amending
- Oversees and authors annual budgets (DSRP, FDC, PRC, & FM)
- Oversees HR tasks (recruitment, hiring, training, coaching, recommends termination)
- Creates policy, evaluates & updates existing policies regularly
- Applies for and obtains alternative sources of funding
- Manages all Capital Improvement projects & Master Plans
- Serves as city lead for NRPA Accreditation
- Authors and publishes seasonal PCS Activity Guide
- Serves as PCS staff liaison to PRC & City Council - attends all meetings
- Oversees web content and department branding
- Serves as department software's primary administrator
- Fields escalated questions, complaints, ideas from the public
- Manages park dedication bench & tree donation program

Programs & Aquatics Manager - (FTE)

- Instructs Red Cross programs (LGI)
- Assists with upkeep and pool oversight.
- Possesses & maintains necessary aquatics certifications, LGT, LGI, Aquatic Facility Operator (AFO certified), CPR/AED Adult & Pediatric
- Serves as on-site pool operations supervisor & schedules Aquatics Staff (15-20)
- Enforces pool use policies + best practices
- Manages aquatic programs (swim lessons & aerobics, swim team usage)
- Uses Social Media to promote Pool & Programs
- Provides customer service at Founders Pool Office
- Creates & Facilitates Community Programs
- Oversee Camp Director + Staff
- Skate Night + other skate programs (oversees skatepark)
- Tot-Time (paused due to Covid)
- Tween Scene (paused due to Covid)
- Oversees all partnership programs in the parks (DSYSA, DSISD, DSASA)
- Explores and analyzes the introduction of adult sports leagues

Community Services Coordinator - (FTE)
Maggie Peterson

- Serves as City staff & facilitator for City-wide Annual & Micro Events (existing & future)
- Christmas on Mercer
- Founders Day Festival - Attends Commission meetings assists with agenda
- Festival of Flight - World Migratory Bird Day
- Movies in the Park Summer Series (future)
- Concerts in the Park Summer Series (future)
- Procures sponsorships for events and other funding resources
- Coordinates all Community Initiatives & Designation Requirements
- Keep Texas Beautiful
- Its Time Texas
- Dark Sky Initiatives
- Texas Bird City (designation announcement in Feb)
- Farmers Market
- Assists Mngr w/Set-up & POS sales in ActiveNet - covers in Manager absence
- Attends Farmers Market Meetings
- Community Services
- Coordinates Event Permits & Processes Payments
- Coordinates Film Permits & Processes Payments
- Coordinates Itinerant Vendor licenses & Processes Payments
- Facilitates all park, park amenity & field rentals



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

Submitted By: Kelly Schmidt, Parks & Community Services Director

Council Meeting Date: January 19, 2021

Agenda Item Wording: **Discuss and consider approval of an Ordinance Amending Section 17.5 (a) – Outdoor Only Daily Use Permit of the City of Dripping Springs Fee Schedule, removing Mountain Bikers.** *Sponsor: Mayor Pro Tem Manassian*

Agenda Item Requestor: Mayor Pro Tem Manassian

Background: On September 9, 2020 the Dripping Springs Ranch Park Board unanimously approved a recommendation to expand the DSRP Fee 17.5 (a) – Outdoor Only Daily Use Permit to apply to mountain bike riders in addition to horseback riders. This fee change along with several others was then submitted to City Council for consideration and approval at their September 15, 2020 meeting. It was approved unanimously.

The motivation behind the fee schedule amendment was inspired by several submitted comments from the park’s equine community to the Event Center Manager that the fee was not equitable. The fee expansion also attempts to meet the continual challenge and charge of generating revenue that will cover the park’s operational costs. After surveying similar area parks that also serve the Dripping Springs equine and mountain bike communities, it was decided by staff to propose expanding the scope of our current DSRP Fee 17.5 (a) – Outdoor Only Daily Use Permit to include mountain bike riders instead of creating a new fee structure for them specifically.

17.5 Horseback Riding throughout Park & Outdoor Arena

- (a) Outdoor Daily Use Permit: \$5.00/day/horse/bike
- (b) Indoor Arena Day Pass Permit: \$20.00/day/horse
- (c) Individual Riding Membership: \$200.00/year
- (d) Family Riding Membership (1 – 4 persons): \$500.00/year
- (e) Each Additional Family Member added to Family Riding Membership (5+ persons): \$100.00/person/year
- (f) Annual Outdoor only Riding Membership Permit: \$50.00/person, per year
- (g) Trainer Membership: \$400.00/year
- (h) Youth Membership: \$100.00/person who is under the age of eighteen, per year
- (i) Coggins Certificate must be on person during park use.
- (j) Liability waiver must be signed by each permit holder.
- (k) Permit must be displayed in vehicle and on person during park use.

It is noted the title of the Fee section should have been updated to reflect the new scope of 17.5.

For reference the following area parks have entrance stations that are manned by staff and cater to equine and mountain bike enthusiasts:

Pedernales State Park – Equine Trails -14.4 Miles
 Hiking & Mtn Bicycling Trails – 28.8 Miles
 Entrance Fees - 13 years + = \$6 Daily
 12 years and younger = FREE
 Distance from DSRP - 21 miles – 32 minutes

Reimers Ranch Park – Equine Trails (shared use) – 10 Miles
 Hiking & Mtn Bicycling Trails – 18 Miles
 Entrance Fees - 13 years + = \$5 Daily/\$3 Seniors
 12 years and younger & Disabled Vet = FREE
 Distance from DSRP - 11 miles – 17 minutes

City of Georgetown Hiking Trails (pedestrian only) – 2.6 miles
 Garey Park – Equine Trails (shared use) – 4.68 miles
 Mtn Bicycling Trails - 0
 Entrance Fees - \$2 Resident / \$4 Non-Resident
 3 years and younger = FREE
 Equestrian Rider - \$6 Res / \$8 Non-Res
 Distance from DSRP - 44 miles – 1hr 10 minutes

LCRA
 McKinney Roughs– Hike/Bike/Equine Trails (shared use) – 17.2 miles
 Entrance Fees - \$5 Adult / Disabled & 65+ \$2
 12 years and younger = FREE
 Equestrian Rider - \$12
 Distance from DSRP - 47 miles – 1hr 15 minutes

At the City Council meeting held on December 8, 2020 Mayor Pro Tem Manassian requested that the Outdoor Only Daily Use Permit fee be revisited and suggested that the expansion to include Mountain Bike riders in the fee be removed.

**PRC Commission &
DSRP Board
Recommendation:**

PRC unanimously approved staff recommendations.
 DSRP Board unanimously denied amendment request and supported the approved fee to apply to mountain bike riders in the DSRP Fee Schedule.

Staff Recommendation: Staff recommends not implementing any further changes to the DSRP fee schedule until the underway DSRP Master Plan update has been completed in May. Staff also recommends that the recently expanded daily use fee application to include mountain bikers be suspended until after public input has been obtained and the DSRP master plan update is finalized.

Attachments:

Current DSRP Fee Schedule Amendment

Next Steps/Schedule:

Report back with survey results in May

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-

AN ORDINANCE AMENDING ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING SECTION 17: THE DRIPPING SPRINGS RANCH PARK FEE SCHEDULE; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to provide for reasonable fees to recoup the cost of operating municipal facilities, such as Dripping Springs Ranch Park (“DSRP”), on the public’s behalf; and

WHEREAS, the City Council finds that the attached schedule of fees, is reasonable and prudent in light of the municipal resources expended at the DSRP; and

WHEREAS, the City Council finds that providing additional flexibility in pricing for non-peak times at the Ranch Park will benefit the Park and Park Users; and

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

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

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 19th day of January 2021 by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS

MASTER FEE SCHEDULE

SECTION 17. DRIPPING SPRINGS RANCH PARK FEES

17.5 Horseback Riding throughout Park & Outdoor Arena

- (a) Outdoor Daily Use Permit: \$5.00/day/horse/~~bike~~
- (b) Indoor Arena Day Pass Permit: \$20.00/day/horse
- (c) Individual Riding Membership: \$200.00/year
- (d) Family Riding Membership (1 – 4 persons): \$500.00/year
- (e) Each Additional Family Member added to Family Riding Membership (5+ persons):
\$100.00/person/year
- (f) Annual Outdoor only Riding Membership Permit: \$50.00/person, per year
- (g) Trainer Membership: \$400.00/year
- (h) Trainer Day Fee: \$20.00/hour
- (i) Youth Membership: \$100.00/person who is under the age of eighteen, per year
- (j) Coggins Certificate must be on person during park use.
- (k) Liability waiver must be signed by each permit holder.
- (l) Permit must be displayed in vehicle and on person during park use.



STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Kelly Schmidt, PCS Director

Council Meeting Date: January 19, 2021

Agenda Item Wording: Discuss and consider approval of an Ordinance Amending the Dripping Springs Fee Schedule for fees related to the Dripping Springs Farmers Market. *Sponsor: Mayor Pro Tem Manassian*

Agenda Item Requestor: Mayor Pro Tem Taline Manassian

Summary/Background: The fee schedule amendment includes some slight fee increases, changes in current fee descriptions and new Friends of Dripping Springs Farmers Market program fees.

SECTION 15. FARMERS MARKET

15.1 Application Fee

15.1.1 Application: \$25.00, non-refundable Updated 09/17/2020 (Ordinance No. 2020-44)

15.1.2 Annual Market Membership: \$25.00

15.2 Annual Holiday Market Application Fee: ~~\$20.00~~ \$25.00

15.3 Annual Special Event Participation Application Fee: \$40.00

15.4 Vendor Booth Rental Fee

15.4.1 Agricultural Producers: \$20.00/day

15.4.2 Ready to Eat / Value Added: \$22.00/day

15.4.3 Craft / Personal Care / Services: \$25.00/day

15.4.4 ~~Shared Booth: \$10.00/day~~ Special Event Booth Rental: \$15.00/event

15.4.5 ~~Special Event Booth Rental: change from \$15/day to \$35.00/day~~

15.5 Other Booth Rental Fees

(a) Weights: \$5.00/each

(b) Tent: \$20.00/each

(c) Electricity: \$5.00/booth

(d) Shared Booth: \$10.00/day

~~15.65~~ Mobile Food Vendor Inspection Fee: \$75.00; if required (an inspection is not required for a mobile food vendor with a valid permit and inspection within last six months from the City or a surrounding jurisdiction).

~~15.76~~ Penalty Fees

~~15.77.1~~ Late Set-Up: \$10.00

~~15.77.2~~ Late Booth Reservation Payment: \$10.00

~~15.77.3~~ ~~Late Cancellation: Equal to Daily Booth Rental Fee for cancellations made after 2:00~~

~~Tuesday and up until 1:00 p.m. the Wednesday of the Farmers Market.~~

~~15.77.3.4~~ No Show: ~~Equal to Daily Booth Rental Fee plus \$10.00~~ for vendors that do not show or cancel after 1:00 p.m. the Wednesday of the Farmers Market.

~~15.87~~ Applicants may request a reduction or waiver of fees, which may be granted by the Farmers Market Association Board.

~~15.81~~ 15.9 Friends of Dripping Springs Farmers Market Program Fees

15.9.1 Annual Individual Membership - \$30.00 (1 person)

15.9.2 Annual Family Membership - \$55.00 (up to 4 people)

15.9.3 Annual Corporate Membership - \$250 (up to 10 employees)

Staff Approve as presented
Recommendation:

Farmers Market Board The Fee schedule amendment recommendation was unanimous approved by
Recommendation: the Farmers Market Board on 12.17.2020.

Attachments: N/a

Next Steps/Schedule:

1. Update Master Fee Schedule and publish on website
2. Finish Friends of Dripping Springs Farmers Market marketing material and begin developing campaign for a March, 2021 and set up in registration software for spring roll out.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-_____

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 15: FARMERS MARKET; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City acknowledges that the cost of the Farmers Market services changes over time and should be updated; and

WHEREAS, the City Council finds that the attached schedule of fees is reasonable and prudent in light of the municipal resources expended in the review of site plan and subdivision refiling; and

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances, Section 15 is amended so to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment “A”.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 19th day of January 2021, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment A

CITY OF DRIPPING SPRINGS**MASTER FEE SCHEDULE****ARTICLE A1.000 (GENERAL PROVISIONS)****SECTION 15. FARMERS MARKET****15.1 Application Fee**

15.1.1 Application: \$25.00, non-refundable

15.1.2 Annual Market Membership: \$25.00

15.2 Annual Holiday Market Application Fee: ~~\$20.00~~ \$25.00**15.3 Annual Special Event Participation Application Fee: \$40.00****15.4 Vendor Booth Rental Fee**

15.4.1 Agricultural Producers: \$20.00/day

15.4.2 Ready to Eat / Value Added: \$22.00/day

15.4.3 Craft / Personal Care / Services: \$25.00/day

15.4.4 ~~Special Event Booth Rental: \$15.00/event~~ Shared Booth \$10.00/day15.4.5 ~~Other Booth Rental Fees~~ Special Event Booth Rental \$35.00/day**15.5 Other Booth Rental Fees**

(a) Weights: \$5.00/each

(b) Tent: \$20.00/each

(c) Electricity: \$5.00/booth

(d) Shared Booth: \$10.00/day

15.6 Mobile Food Vendor Inspection Fee: \$75.00; if required (an inspection is not required for a mobile food vendor with a valid permit and inspection within last six months from the City or a surrounding jurisdiction).

15.7 Penalty Fees

15.7.1 Late Set-Up: \$10.00

15.7.2 Late Booth Reservation Payment: \$10.00

15.7.3 ~~Late Cancellation: Equal to Daily Booth Rental Fee for cancellations made after 2:00 Tuesday and up until 1:00 p.m. the Wednesday of the Farmers Market.~~

15.6.3 No Show: ~~Equal to Daily Booth Rental Fee~~ plus \$10.00 for vendors that do not show or cancel after 1:00 p.m. the Wednesday of the Farmers Market.

15.8 Applicants may request a reduction or waiver of fees, which may be granted by the Farmers Market Association Board.

15.9 Friends of Dripping Springs Farmers Market Program Fees

15.9.1 Annual Individual Membership - \$30.00 (1 person)

15.9.2 Annual Family Membership - \$55.00 (up to 4 people)

15.9.3 Annual Corporate Membership - \$250.00 (up to 10 employees)



City of Dripping Springs

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

Agenda Item Report from:

Council Meeting Date:	1/19/2021						
Agenda Item Wording:	Discuss and consider approval an Amendment to Task Order No. 1 and Task Order No. 2 to the Professional Services Agreement between the City of Dripping Springs and HDR Engineering, and related to Real Estate Project Management for the East and West Interceptor						
Agenda Item Requestor:	Deputy City Administrator Ginger Faught						
Council Member Sponsor:	Mayor Pro Tem Foulds						
Summary/Background:	Overall, the project did get off to a slow start while trying to initially work with politically sensitive landowners and developers regarding easement placement (Fellers, Garnett, Erik Howard, the effected Howard Ranch home owners, Holton Burns/RPC, DS 10, DS Carter, and DS CAT). Erik Howard commercial parcel is still lingering due to the proposed FM 150/RR 12 roundabout. In addition we had the SAM project manager/Registered Surveyor change during writing of easements, and a project manager change at HDR shortly after the at start of the project. COVID-19 epidemic did not help efficiency where some companies required employees to work at home. The project started with a total of 38 proposed parcel acquisitions. However, we were able to whittle it down to 26 (counting all three on Fellers looking to narrow it down to one) by finding better alignments during the planning process. The original total HDR budgets are as follows: <table> <tr> <td>Task Order 1 (East Int, South Collector, eff pond, and FM extension):</td><td>\$515,220</td></tr> <tr> <td>Task Order 2 (West Interceptor):</td><td><u>\$137,680</u></td></tr> <tr> <td>Total:</td><td><u>\$652,900</u></td></tr> </table> The following is a summary of the Task Order Amendments from Erin Newberry (HDR project manager): <u>Amendment 1, Task Order 1 (East Interceptor)</u> Contract Time will increase by 12 months from November 21, 2020 to November 21, 2021 (due to offers not having been made as expected due to design and survey delays). Project Administration Services will increase by \$49,572 (this amount will cover the additional right of entry efforts, project meetings for another 12 months, etc.) Negotiation Services will decrease by \$49,572 (due to decrease in parcels from the expected 28). Overall, there is no net increase in Task Order amount. <u>Amendment 1, Task Order 2 (West Interceptor)</u> Contract Time will increase by 12 months from November 21, 2020 to November 21, 2021 (due to offers not having been made as expected due to design and survey delays). Project Administration Services will increase by \$38,371 (this amount will cover the additional right of entry efforts, project meetings for another 12 months, etc.)	Task Order 1 (East Int, South Collector, eff pond, and FM extension):	\$515,220	Task Order 2 (West Interceptor):	<u>\$137,680</u>	Total:	<u>\$652,900</u>
Task Order 1 (East Int, South Collector, eff pond, and FM extension):	\$515,220						
Task Order 2 (West Interceptor):	<u>\$137,680</u>						
Total:	<u>\$652,900</u>						

Appraisal and Updated Appraisal Services will be increased by \$4,000 (due to change in appraisal provider). **Overall, Task Order increase amount \$42,371.00.**

The main factor for the amendments was extending the contract times, reallocating some unused budget to Admin Services/Project Management, and increasing Task Order 2 budget.

As of 12-26-2020, the total amount billed to the City under this contract is \$248,580 and the City is well into the Initial Offer phase and has started some final offers. According to discussions between Robby Callegari (CMA) and Erin Newberry (HDR current project manager), HDR will be billing only the work/hours that will be performed. We are expecting the work to come in under budget as 8 condemnations were budgeted for Task Order 1, but only one is expected, we are expecting to negotiate all of the Task Order 2 easements (4 condemnations are budgeted), and no Relocation Services should be needed. This work adds up to about \$90,000 that we are expecting will not be required.

Commission Recommendations:	N/a
Actions by Other Jurisdictions/Entities:	N/a
Previous Council Action:	N/a
Recommended Council Action:	N/a
Alternatives/Options:	
Budget/Financial Impact:	Described in report above.
Attachments:	Task Order No. 1 Amendment Task Order No. 2 Amendment
Related Documents at City Hall:	Original Contract Documents
Public Notice Process:	N/a
Public Comments:	N/a
Enforcement Issues:	N/a
Comprehensive Plan Element:	N/a
Next Step/Schedule:	

AMENDMENT 1 TO TASK ORDER 1 (EAST INTERCEPTOR)

THIS AMENDMENT 1 TO TASK ORDER 1 is made by and between the City of Dripping Springs (“CITY”) and HDR Engineering, Inc. (“HDR”).

WHEREAS, CITY and HDR entered into Task Order 1 dated May 21, 2019; and

WHEREAS, CITY and HDR wish to amend the Task Order 1 as contained herein.

CITY and HDR hereby agree as follows:

- 1.1 All terms, conditions and other provisions contained in the Task Order are hereby reaffirmed and incorporated herein.
- 1.2 THE FEE SCHEDULE AND CONTRACT TIME included in the TASK ORDER shall be updated to reflect the following and attached as Exhibit “A”:
 - Fees for Project Administration Services will be increased by \$49,572.00 from \$66,500.00 to \$116,072.00 due to extended schedule, project meetings, property owner meetings prior to negotiations and additional right of entry efforts.
 - Fees for Negotiation Services for Initial Offers will be decreased by \$49,572.00 from \$173,500.00 to \$123,928.00 due to a decrease in parcels.
 - The Fee for TASK ORDER 1 will remain the same at \$515,220.00.
 - Total CONTRACT TIME will be increased by 12 months from November 21, 2020 to November 21, 2021 due to redesign efforts.
- 1.3 Except as modified herein, Task Order 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Task Order 1 and accept all terms and conditions this _____ day of _____ 2021.

CITY OF DRIPPING SPRINGS

HDR ENGINEERING. INC.

BY: _____

BY: _____

NAME: Bill Foulds, Jr.

NAME: Mark Borenstein

TITLE: Mayor

TITLE Vice President

EXHIBIT "A"

Task Order	Task Description	Project Manager	Appraisal Review	Negotiation Agent II	Negotiation Agent III	Relocation Agent I	ED Coordinator	ROW Technician II	Principal	Total Labor Hours	Total Labor Cost
1	Real Estate Project Management	180	2	120		30	4	90	23	449	\$116,072.00
	Real Estate Appraisal Review Service	27	136							163	\$28,000.00
	Negotiation Services	136		680				680		1,496	\$164,428.00
	Title & Closing Services				544					544	\$53,500.00
	Relocation Assistance Services for Personal Property	8				60				68	\$8,000.00
	PRELIMINARY CONDEMNATION SUPPORT SERVICES						192	144		336	\$43,000.00
	CONDEMNATION SUPPORT SERVICES (Post Hearing)						77	115		192	\$21,500.00
	HOURS SUB-TOTAL	351	138	800	544	90	273	1,029	23	3,248	
	DIRECT LABOR	\$175	\$160	\$135	\$165	\$100	\$202	\$85	\$295.00		
	SUB-TOTAL										\$434,500.00

SUBCONSULTANT

Contract Rate	Unit	Quantity	Amount
\$2,000.00	Per Report	28	\$56,000.00
\$2,000.00	Per Report	8	\$16,000.00
SUB-TOTAL			\$72,000.00

Direct Costs

Contract Rate	Unit	Quantity	Amount
\$0.58	Per Mile	4,000	\$2,320.00
\$0.25	Sheet	8,000	\$2,000.00
\$10.00	Per Pkg	400	\$4,000.00
\$20.00	Per Pkg	20	\$400.00
SUB-TOTAL			\$8,720.00

TOTAL NTE

\$515,220.00

AMENDMENT 1 TO TASK ORDER 2 (WEST INTERCEPTOR)

THIS AMENDMENT 1 TO TASK ORDER 2 is made by and between the City of Dripping Springs (“CITY”) and HDR Engineering, Inc. (“HDR”).

WHEREAS, CITY and HDR entered into Task Order 2 dated May 21, 2019; and

WHEREAS, CITY and HDR wish to amend the Task Order 2 as contained herein.

CITY and HDR hereby agree as follows:

- 1.1 All terms, conditions and other provisions contained in the Task Order are hereby reaffirmed and incorporated herein.
- 1.2 THE FEE SCHEDULE AND CONTRACT TIME included in the TASK ORDER shall be updated to reflect the following and attached as Exhibit “A”:
 - Fees for Project Administration Services will be increased by \$38,371.00 from \$17,000.00 to \$55,371.00 for extended schedule, project meetings, property owner meetings prior to negotiations and additional right of entry scope.
 - Fees for Appraisal and Updated Appraisal Services will be increased by \$4,000.00 from \$20,000.00 to \$24,000.00 due to change in appraisal provider.
 - The total TASK ORDER 2 will be increased by \$42,371.00 from \$137,680.00 to \$180,051.00.
 - Total CONTRACT TIME will be increased by 12 months from November 21, 2020 to November 21, 2021 due to redesign efforts.
- 1.3 Except as modified herein, Task Order 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Task Order 2 and accept all terms and conditions this _____ day of _____ 2021.

CITY OF DRIPPING SPRINGS

HDR ENGINEERING. INC.

BY: _____

BY: _____

NAME: Bill Foulds, Jr.

NAME: Mark Borenstein

TITLE: Mayor

TITLE Vice President

EXHIBIT "A"

Task Order	Task Description	Project Manager	Appraisal Review	Negotiation Agent II	Negotiation Agent III	Relocation Agent I	ED Coordinator	ROW Technician II	ROW Technician III	Sr Admin	Principal	Total Labor Hours	Total Labor Cost
2	Real Estate Project Management	152	1	30		7	1	68	51	12	5	327	\$55,371
	Real Estate Appraisal Review Service	7	34									41	\$6,000
	Negotiation Services	34		170				170				374	\$46,500
	Title & Closing Services				136							136	\$11,500
	Relocation Assistance Services for Personal Property	2				15						17	\$2,000
	PRELIMINARY CONDEMNATION SUPPORT SERVICES						48	36				84	\$21,500
	CONDEMNATION SUPPORT SERVICES (Post Hearing)						19	29				48	\$11,000
	HOURS SUB-TOTAL	195	35	200	136	22	68	303	51	12	5	1,027	\$153,871
	DIRECT LABOR	\$175	\$160	\$135	\$165	\$100	\$202	\$85	\$103	\$80	\$295		
	SUB-TOTAL												

SUBCONSULTANT	Contract Rate	Unit	Quantity	Amount
Appraisal	\$3,000.00	Per Report	7	\$21,000.00
Appraisal Updates	\$3,000.00	Per Report	1	\$ 3,000.00
SUB-TOTAL				<u>\$24,000.00</u>

Direct Costs	Contract Rate	Unit	Quantity	Amount
Mileage	\$0.58	Per Mile	1,000	\$580.00
Print & Copy	\$0.25	Sheet	2,000	\$500.00
Postage / Cert Mail	\$10.00	Per Pkg	100	\$1,000.00
UPS Overnight	\$20.00	Per Pkg	5	\$100.00
SUB-TOTAL				<u>\$2,180.00</u>

TOTAL NTE				<u>\$180,051.00</u>
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☒ CHECKLIST FOR OFFICE-BASED EMPLOYERS

Page 1 of 3

Employers may operate their offices with up to 75% of the total office occupancy, provided the individuals maintain appropriate social distancing. All employees and customers must wear a face covering (over the nose and mouth) wherever it is not feasible to maintain six feet of social distancing from another individual not in the same household.

The following are the minimum recommended health protocols for all office work employers choosing to operate in Texas. Office work employers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Office work employers should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Employers should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

Health protocols for your employees and contractors:

- ☐ Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees and contractors before coming into the office:
 - ☐ Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:

- Cough	- Sore throat
- Shortness of breath or difficulty breathing	- Loss of taste or smell
- Chills	- Diarrhea
- Repeated shaking with chills	- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Muscle pain	- Known close contact with a person who is lab confirmed to have COVID-19
- Headache	



OFFICE-BASED EMPLOYERS: Page 2 of 3

- ☐ Do not allow employees with new or worsening signs or symptoms listed above to return to work until:
 - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or
 - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
 - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- ☐ Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- ☐ Have employees and contractors wash or sanitize their hands upon entering the office.
- ☐ Have employees and contractors maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ Consider implementing a staggered workforce, such as alternating days or weeks for different groups of employees and/or contractors coming into the workplace.
- ☐ Continue to encourage individuals to work remotely if possible.
- ☐ If an employer provides a meal for employees and/or contractors, the employer is recommended to have the meal individually packed for each individual.

Health protocols for your facilities:

- ☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.

OFFICE-BASED EMPLOYERS: Page 3 of 3

- ☐ Limit the use of standard-size elevators to four individuals at a time, each located at a different corner of the elevator to avoid close contact. Masks should be worn in elevators. Utilize touchpoint cleaning and nanoseptic button covers if appropriate. For individuals not wishing to ride an elevator, ensure stairways are available for use. As appropriate, individuals subject to the Americans with Disabilities Act may ride the elevator alone or accompanied by the individual's caregiver.
- ☐ Disinfect any items that come into contact with customers.
- ☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.
- ☐ Consider placing [readily visible signage](#) at the office to remind everyone of best hygiene practices.
- ☐ For offices with more than 10 employees and/or contractors present at one time, consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the office are being successfully implemented and followed.



☒ CHECKLIST FOR RODEO AND EQUESTRIAN EVENTS

Page 1 of 3

Individuals may engage in, and sponsors may put on, rodeos and equestrian events. Spectators are allowed, provided that indoor venues limit the number of spectators to no more than 50% of the total listed occupancy of the venue, and outdoor venues may operate at up to 50% of the normal operating limits as determined by the facility owner. Six feet of separation between individuals not within the same household should be maintained to the extent feasible. To the extent the rodeo or equestrian event has spectators, the person sponsoring the event must ensure that ingress and egress from the venue allows for 6 feet of social distancing between individuals on entering and exiting the venue. All employees and customers must wear a face covering (over the nose and mouth) wherever it is not feasible to maintain six feet of social distancing from another individual not in the same household.

The following are the minimum recommended health protocols for all individuals engaging in, and sponsors putting on, rodeo and equestrian events in Texas. Individuals and sponsors may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, volunteers, and participants.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Participants and sponsors should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Participants and sponsors should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

Health protocols for your spectators:

- ☐ Remote ticketing options are encouraged to help manage capacity limitations.
- ☐ Ensure proper spacing between patrons in the venue:
 - ☐ For venues that configure seating arrangements which are not in rows, ensure at least 6 feet of separation between other groups. No tables of more than 10 people.
 - ☐ For venues that configure seating arrangements in rows, maintain at least two empty seats (or six feet separation) between groups in any row, except as follows:
 - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
 - Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
 - Alternate rows between patrons (every other row left empty), as appropriate.
- ☐ Any other method to provide at least six feet of separation between groups of up to 10 individuals who attend the venue together. Disinfect seats and frequently touched areas before and after use.



RODEO AND EQUESTRIAN EVENTS: Page 2 of 3

- ☐ For venues providing food service to patrons:
 - ☐ Do not leave condiments, silverware, flatware, glassware, or other traditional table top items on an unoccupied table.
 - ☐ Provide condiments only upon request, and in single use (non-reusable) portions or in reusable containers that are cleaned and disinfected after each use.
 - ☐ Clean and disinfect the area used for dining (table, etc.) after each group of customers depart the area.
 - ☐ Use disposable menus (new for each patron), or clean and disinfect reusable menus after each use.
 - ☐ If the venue allows customers to write down their food orders inside the venue, provide take-home pencils and notepads that cannot be used by other customers.
 - ☐ Have wait staff sanitize or wash hands between interactions with customers.
- ☐ For venues with counter food service for patrons:
 - ☐ Provide condiments or flatware only in single use, individually-wrapped items, and provide condiments only upon request.
 - ☐ Have employees and contractors follow proper food-handling protocols.
 - ☐ Disinfect any items that come into contact with customers.
- ☐ Contactless payment is encouraged. Where not available, contact should be minimized. Employees, contractors, and customers should sanitize their hands after the payment process.

Health protocols for your employees, contractors, volunteers, and participants:

- ☐ Individuals not currently competing should remain at least 6 feet away from other individuals. Remaining in vehicles before and after a race, or in separate areas during other events, is strongly recommended.
- ☐ Train all employees, contractors, volunteers, and participants on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees, contractors, volunteers, and participants before the sporting event:
 - ☐ Send home any employee, contractor, volunteer, or participant who has any of the following new or worsening signs or symptoms of possible COVID-19:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
 - Known close contact with a person who is lab confirmed to have COVID-19
- ☐ Do not allow employees, contractors, volunteers, or participants with new or worsening signs or symptoms listed above to return to work until:



RODEO AND EQUESTRIAN EVENTS: Page 3 of 3

- In the case of an individual who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or
 - In the case of an individual who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
 - If the individual has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- ☐ Do not allow an individual with known close contact to a person who is lab-confirmed to have COVID-19 to return to the event until the end of the 14-day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- ☐ Have employees, contractors, volunteers, and participants wash or sanitize their hands upon entering the event venue.
- ☐ Have employees, contractors, volunteers, and participants maintain at least 6 feet of separation from other individuals. If such distancing is not feasible, other measures such as hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ If the event sponsor provides a meal for employees, contractors, volunteers, and/or participants, the sponsor is recommended to have the meal individually packed for each individual.

Health protocols for your facilities:

- ☐ If 6 feet of separation is not available between individuals at the event, consider the use of engineering controls, such as dividers between individuals, to minimize the chances of transmission of COVID-19.
- ☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- ☐ Disinfect any items that come into contact with individuals, including sporting event equipment.
- ☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.
- ☐ Consider placing [readily visible signage](#) at the venue to remind everyone of best hygiene practices.
- ☐ Consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the employer are being successfully implemented and followed.

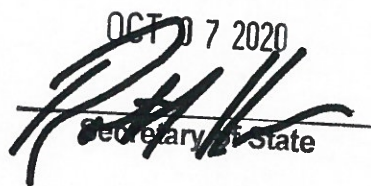


GOVERNOR GREG ABBOTT

October 7, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK

OCT 7 2020


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

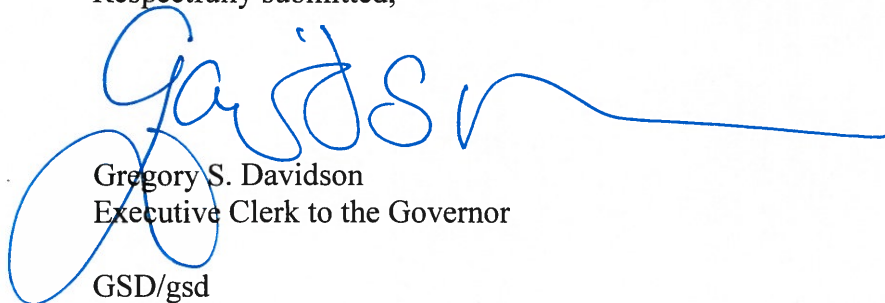
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-32 relating to the continued response to the COVID-19
disaster as Texas reopens.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 7, 2020

EXECUTIVE ORDER GA 32

Relating to the continued response to the COVID-19 disaster as Texas reopens.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from the Texas Department of State Health Services (DSHS); and

WHEREAS, in June 2020, Texas experienced substantial increases in COVID-19 cases and hospitalizations, necessitating targeted and temporary adjustments to the reopening plan to achieve the least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, I therefore issued Executive Orders GA-28 and GA-29 in late June and early

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OCT 07 2020

Governor Greg Abbott
October 7, 2020

Executive Order GA-32
Page 2

July 2020, respectively, and amended Executive Order GA-28 by proclamation on July 2, 2020; and

WHEREAS, due to improved medical treatments for COVID-19 patients, substantial increases in testing, abundant supplies of personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, the spread of COVID-19 and the number of new COVID-19 cases and hospitalizations have steadily and significantly declined since late July; and

WHEREAS, I therefore issued Executive Orders GA-30 and GA-31 on September 17, 2020, allowing additional reopening and non-essential medical surgeries and procedures in Texas, except in some areas with high hospitalizations as defined in those orders; and

WHEREAS, as Texas continues to reopen, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, other medical advisors, the White House, and the CDC, do hereby order the following on a statewide basis effective at 12:01 a.m. on October 14, 2020:

Every business establishment in Texas shall operate at no more than 75 percent of the total listed occupancy of the establishment; provided, however, that:

1. There is no occupancy limit for the following:

- a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 4.0 or any subsequent version;
- b. religious services, including those conducted in churches, congregations, and houses of worship;
- c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;

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OCT 07 2020

Governor Greg Abbott
October 7, 2020

Executive Order GA-32
Page 3

- d. child-care services;
 - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths;
 - f. recreational sports programs for youths and adults;
 - g. any public or private schools, and any public or private institutions of higher education, not already covered above;
 - h. drive-in concerts, movies, or similar events, under guidelines that facilitate appropriate social distancing, that generally require spectators to remain in their vehicles, and that minimize in-person contact between people who are not in the same household or vehicle; and
 - i. the following establishments that operate with at least six feet of social distancing between work stations: cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services.
2. In areas with high hospitalizations as defined below, any business establishment that otherwise would have a 75 percent occupancy or operating limit may operate at up to only 50 percent. This paragraph does not apply, however, to business establishments located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19.
- “Areas with high hospitalizations” means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less. A current list of areas with high hospitalizations will be maintained at www.dshs.texas.gov/ga3031.
3. Except as provided below by paragraph No. 5, there is no occupancy limit for outdoor areas, events, and establishments, with the exception of the following outdoor areas, events, or establishments that may operate at no more than 75 or 50 percent, as applicable, of the normal operating limits as determined by the owner:
- a. amusement parks;
 - b. water parks;
 - c. swimming pools;
 - d. museums and libraries; and
 - e. zoos, aquariums, natural caverns, and similar facilities.
4. All indoor and outdoor professional, collegiate, and similar sporting events, including rodeos and equestrian events, shall remain limited to 50 percent of the normal operating limits as determined by the owner.
5. For any outdoor gathering in excess of 10 people, including rafting, tubing, and related services, other than those set forth above in paragraph Nos. 1, 3, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order.

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OCT 07 2020

6. Restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, and whose customers eat or drink only while seated, may offer dine-in services.
7. Bars or similar establishments that hold a permit from the Texas Alcoholic Beverage Commission (TABC), and are not restaurants as defined above in paragraph No. 6, may offer on-premises services only as described by this paragraph. A bar or similar establishment may offer on-premises services at up to 50 percent of the total listed occupancy of the establishment *if*:
 - a. the bar or similar establishment is not in an area with high hospitalizations as defined above, and the county judge of the county in which the bar or similar establishment is located files the requisite form with TABC; or
 - b. the bar or similar establishment is in an area with high hospitalizations as defined above, but is located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, and the county judge of the county in which the bar or similar establishment is located also files the requisite form with TABC.

Patrons at bars or similar establishments operating under this paragraph may eat or drink only while seated, except that in an establishment that holds a permit from TABC as a brewer, distiller/rectifier, or winery, customers may sample beverages while standing so long as they are in a group of six people or fewer and there is at least six feet of social distancing or engineering controls, such as partitions, between groups.

Where applicable, this 50 percent occupancy limit applies only indoors; the limit does not apply to outdoor areas, events, or establishments, although social distancing and other protocols must be followed.

People shall not visit bars or similar establishments that are located in counties not included in parts (a) or (b) above. A current list of all counties reopening under this paragraph will be maintained on TABC's website.

The use by bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks remains allowed to the extent authorized by TABC.

8. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed.
9. Staff members are not included in determining operating levels, except for manufacturing services and office workers.
10. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people shall not be in groups larger than 10 and shall maintain six feet of social distancing from those not in their group.
11. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.
12. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS.
13. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining

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OCT 07 2020

Governor Greg Abbott
October 7, 2020

Executive Order GA-32
Page 5

services.

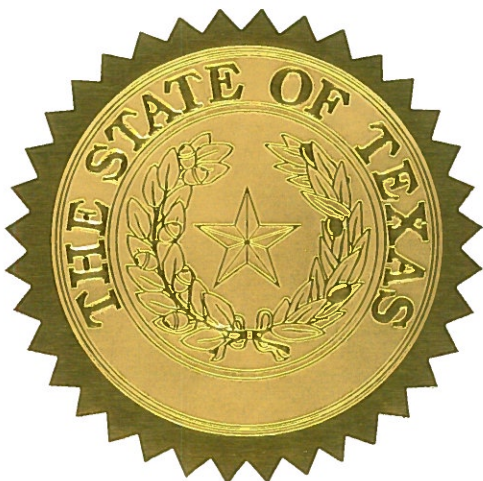
14. People may visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
15. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards.

Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-30, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-24, GA-25, GA-29, or GA-31. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 7th
day of October, 2020.

GREG ABBOTT
Governor

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OCT 07 2020

Governor Greg Abbott
October 7, 2020

Executive Order GA-32
Page 6

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

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3pm O'CLOCK

OCT 07 2020

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into as of the 14th day of April 2020, by and between the **City of Dripping Springs**, a general law city in Hays County, Texas (hereinafter the “City”), **Dripping Springs Independent School District** (hereinafter the “DSISD”), **Dripping Springs Community Library District** (the “Library”), and **Hays County** (“County”); (collectively the “Parties”), in connection with the development and construction of the Town Center Project.

WHEREAS, Dripping Springs was one of the five cities in Central Texas chosen to participate in the Sustainable Places Project, an ambitious regional planning initiative aimed at helping communities create the conditions for livable places; and

WHEREAS, Dripping Springs finalized its Sustainable Places Project (the “Project”) on December 10, 2013; and

WHEREAS, the Project suggested a catalyst project which focuses on enhancing the existing town center and expanding it to the northwest; and

WHEREAS, the Project recognized that the City and the DSISD currently own, occupy, or control approximately fourteen point one (14.1) acres of land and ROW within the area proposed for the Town Center and adjacent space suitable for potential commercial development; and

WHEREAS, to continue with the Town Center Project, the City, the DSISD, the County, the Library, and TIRZ seek to complete the real estate and other transactions that are necessary to complete the project; and

WHEREAS, the concept to co-locate the City, DSISD, County, and Library is supported by the parties because shared facilities is a cost-effective way to design civic services; and

WHEREAS, the Parties desire to pursue joint planning and construction of the Town Center Project; and

WHEREAS, the City Council of the City of Dripping Springs and the Board of Trustees for the Dripping Springs Independent School District find that the appropriate real estate transactions related to completion of the Town Center Project provides a public benefit to the constituencies served by each of the entities and to the taxpayers of each entity; and

WHEREAS, this Interlocal Agreement is intended to facilitate completion of the planning and construction of infrastructure and related improvements of the Town Center Project; and

WHEREAS, the Parties entered into a Memorandum of Understanding to facilitate timely planning and assessment of the viability of the Town Center in September 2017; and

WHEREAS, timely commitments on the transfer of the City and DSISD properties is desired to plan for the Town Center, but both the City and DSISD desire additional time before vacating their current properties; and

WHEREAS, the Parties plan to acquire and sell or exchange real property, build, occupy, and share a building and complex on a single tract of land.

NOW, THEREFORE, the City, DSISD, Library, and County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

ARTICLE I TERM OF AGREEMENT

1.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall expire April 1, 2025.

ARTICLE II AGREEMENTS

2.1 Conditions. The Parties recognize that certain conditions must be met for the development of Town Center. The City, DSISD, County, or Library, may end its involvement with the development of Town Center and its participation in this Agreement if the City, DSISD, Library, County, or TIRZ are unable to agree upon a site or obtain financing to fund the Town Center Project or replacement facilities related to the Project.

2.2 City Agreement. The City shall:

To advance and implement the development of the Dripping Springs Town Center, the City of Dripping Springs (City) shall:

- (a) In accordance with Chapter 272, Texas Local Government Code, to commit to making the current City Hall Property and right of way located on the corner of Highway 290 and Mercer Street available for future purchase or transfer for the Town Center project and negotiate in good faith and enter into an agreement for the purchase of all or part of the City property within the Town Center Site with or without existing improvements, as agreed, on all or a part of the property located at 511 Mercer Street, Dripping Springs, Texas, including the right of way located on the corner of Highway 290 and Mercer Street to the extent allowed by law, that is required for development of Phases 1 and 1A, including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity involved in the sale or exchange within six months from the date of

execution of this Agreement. The agreement shall include the part(ies) who will purchase or otherwise obtain the City property, the method(s) of transfer, and the date(s) on or around which the properties will be transferred. The final price or land exchange may be determined by the applicable parties at a time mutually agreeable to the parties who are purchasing and selling the property.

- (b) Negotiate in good faith with the Library and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the City may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or County pro-rata share subject to future funding allocations from those entities or the TIRZ);
- (c) To the extent allowed by law, adopt a Plan of Finance for the Phase 1 and 1A infrastructure in cooperation with the TIRZ Board, DSISD, Library, and Hays County within twelve months of the execution of this Agreement and will engage a contractor for design of the improvements within six months after the adoption of the Plan of Finance by applicable parties;
- (d) Within six months after approval of the Plan of Finance associated with this agreement is finalized as to the terms listed above and property dedicated to each entity by the DSISD and City as negotiated, initiate an application for Planned Development District zoning and promote its approval and provide for the entitlement process for the Town Center, including any required public outreach and engagement;
- (e) Conduct space planning and design for the construction of a new City Hall and associated parking and utilities, with the express intent to restrict the land area required to the 1.2-acre site identified as "Civic Site 2" in the Town Center Plan as attached on Exhibit "A" (Fall 2019 version); and
- (f) Within three months of adoption of the Plan of Finance by the City, the City shall present a cost reimbursement agreement to the TIRZ Board for recommendation whereby City-issued debt and other financing can provide initial funding for any Phase 1 and 1A infrastructure not otherwise funded by the Library or County, to reimburse the City on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the City's initial financing; and
- (g) In addition, the City may, at its sole discretion:
 - (1) Engage the DSISD, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;
 - (2) Execute the acquisition of the new City Hall site through a transaction with DSISD;

- (3) Negotiate in good faith for the disposition of the City's current City Hall property to an eventual end purchaser related to the Town Center Project;
- (4) Complete fundraising for and construction of the new City Hall and associated on-site improvements; and
- (5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from cash-in-lieu fees, contributions from development agreements, disposition of public assets, State, County, or regional funding, or any other viable sources.

2.3 DSISD Agreement. DSISD shall:

- (a) The DSISD shall permit the Parties in this Agreement to purchase and/or agree to the exchange of property, at an agreed value, sufficient land within the boundaries of the District Property, as more described below, to construct the Town Center project. The sale and/or exchange of property and purchase is subject to Chapter 272 of the Texas Local Government Code, Section 11.154 of the Texas Education Code, and subparagraph 2.3(b).
- (b) The Parties agree to negotiate in good faith and enter into an agreement for the future sale of the property with the City of Dripping Springs, Library, and/or Hays County, with or without improvements, on approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Spring, Texas, excluding the Walnut Springs Elementary School track and field, as required for development of Phases 1 and 1A, but including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval of the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or acquire the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and
- (c) The responsibility for the demolition of the existing improvements at 510 Mercer Street shall be determined by the Board of Trustees during the real estate negotiations; and
- (d) If the Town Center project is terminated and paragraph 2.3(a) and (b) is not exercised, then in accordance with the requirements of Chapter 272, Texas Local Government Code, DSISD will negotiate in good faith and enter into a real estate sales contract with the Library for property in the amount of acreage sufficient to build a 35,000 square foot building and additional acreage to support the infrastructure as set forth in the interlocal agreement between the Library and District.
- (e) In addition, DSISD may, at its sole discretion:

- (1) Engage the City, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building or other Town Center facilities, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and
- (2) Engage the City in discussions regarding the potential swap of the current City Hall site and building or other City property, with or without improvements, for portions of the current DSISD property required for Phases 1 and 1A of the Town Center Plan, with each property owner receiving fair market value in such an exchange.

2.4 Library. The Library shall:

To advance and implement the development of the Dripping Springs Town Center, the Dripping Springs Community Library (Library) shall:

- (a) In accordance with Chapter 272 Texas Local Government Code, negotiate in good faith and enter into an agreement to purchase all or part of the property from the DSISD for the property within the Town Center Site, with or without existing improvements, as agreed, on all or a part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field, that is required for development of Phases 1 and 1A, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and
- (b) Negotiate in good faith with the City and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the Library may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the City or County pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in the preparation for its Plan of Finance; and
- (c) Conduct space planning, design, and site planning for the construction of a new Town Center Library and associated parking and utilities, with the express intent to restrict the land area required to the 1.8-acre site identified as "Civic Site 1" in the Town Center Plan as attached on Exhibit "A" (Fall 2019 version), accounting for Library parking that may be accommodated on-street in the public right-of-way.

(d) In addition, Library may, at its sole discretion:

- (1) Engage the DSISD, City, and/or Hays County to explore the potential for shared use of portions of the planned Town Center Library building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and
- (2) To the extent allowed by law, complete fundraising for and construction of the new Town Center Library and associated on-site improvements as well as any shared infrastructure that the Library's financing resources may be able to support.
- (3) Acquire land suitable for the new Library facility.

2.5 Conditions of the County.

To advance and implement the development of the Dripping Springs Town Center, Hays County shall:

- (a) In accordance with Section 272.001(b)(5), Texas Local Government Code, negotiate in good faith and enter into an agreement for the purchase of all or part of the property from the DSISD and/or the City for the acquisition of real property with or without improvements, as agreed, on all or part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field and/or the property at 511 Mercer Street with or without existing improvements, that is required for development of Phases 1 and 1A, including property required for new City, County, and Library facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing board of each entity, for a County facility within six months from the date of execution of this agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD and/or City property, the method(s) of transfer, and the date(s) on or around which the property will be transferred in 2022, for DSISD property not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future as mutually agreeable to the parties who are purchasing and selling the property; and
- (b) Negotiate in good faith with the Library and City the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the County may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or City pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in preparation of its Plan of Finance; and

- (c) Conduct space planning and design for the construction of a new County facility by Spring 2022 and associated parking and utilities, with the express intent to restrict the land area required to a portion of the 1.2-acre site identified as “Civic Site 2” in the Town Center Plan as attached on **Exhibit “A”** (Fall 2019 version).
- (d) In addition, the County may, at its sole discretion:
 - (1) Execute the acquisition of the new County site through a transaction with DSISD;
 - (2) Within three months of adoption of the Plan of Finance by the City, present to the TIRZ Board the terms of a cost reimbursement agreement whereby County resources can provide initial funding for any Phase I and IA infrastructure not otherwise funded by the Library or City to reimburse the County on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the County’s initial financing;.
 - (3) Engage the DSISD, City, and/or Library to explore the potential for shared use of portions of the planned new civic buildings instead of or in addition to constructing a new County facility, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;
 - (4) Complete fundraising for and construction of the new County facility and associated on-site improvements; and
 - (5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from County parks and transportation bonds, contributions from development agreements, disposition of public assets, State or regional funding, or any other viable sources.

ARTICLE III DEFAULT, REMEDIES, TERMINATION

3.1 Defaults, Generally. A default shall occur (“Default”) hereunder if either the City, DSISD, Library, or County shall fail or refuse to perform any of its respective obligations under this Agreement and such Default shall continue for thirty (30) days after written notice from the non-defaulting parties to the defaulting party designating such Default (or for such longer period as may be reasonably required to cure such Default in the exercise of all due diligence but not in excess of ninety (90) days).

3.2 Remedies after Default. If a Default occurs, the non-defaulting party shall have all the remedies available to the non-defaulting party at law or in equity, including the right to bring an action for specific performance against the defaulting party.

3.3 Notice of Default; Opportunity to Cure. If this Agreement is breached, the party alleging the default or breach shall give the breaching party not less than thirty (30) days written notice, measured from the date of the certified mailing, specifying the nature of the alleged default, and when appropriate, the manner in which the alleged default may be satisfactorily cured. If the

nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within the period.

3.4 Notice of Intent to Terminate on Default. At any time following the thirty-day cure period, the complaining party may institute legal proceedings and/or give written notice of intent to terminate the Agreement by certified mail. The written notice of intent to terminate shall specify the nature of the alleged grounds for termination.

3.5 Termination of Agreement. Each party shall be able to terminate this Agreement by giving a thirty (30) day written notice to each other Party if the party terminating the Agreement: (1) no longer can obtain funding for the Town Center Project; (2) no longer can allocate funding for the construction of replacement facilities affected by the Town Center Project; (3) there is a legal or budgetary impediment to the DSISD; or (4) a legal impediment to the City.

3.6 Cancellation of Agreement. Except as otherwise permitted herein, this Agreement may be cancelled, in whole or in part, only by mutual written consent of all of the Parties.

3.7 Time of Essence to Agreement. The Parties agree that time is of the essence to this Agreement.

ARTICLE IV GENERAL PROVISIONS

4.1 Notice. Any notice or statement required or permitted to be delivered by one of the Parties to this Agreement to the other shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the address shown below, or at such other address (or addressees) provided by the parties to each other:

District: Dripping Springs Independent School District
c/o Superintendent
510 Mercer Street
Dripping Springs, Texas 78720

With copy to: Oscar G. Trevino
Walsh, Gallegos, Trevino, Russo & Kyle P.C.
505 E. Huntland Dr. #600
Austin, Texas 78752

City: City of Dripping Springs
c/o Michelle Fischer
511 Mercer Street
Dripping Springs, Texas 786201

With copy to: Laura Mueller
City Attorney
511 Mercer Street
Dripping Springs, Texas 78620

Library: Dripping Springs Community Library District
c/o Missy Atwood
501 Sportsplex Drive
Dripping Springs, Texas 78620

With copy to: Kate Leverett
GERMER PLLC
550 Fannin, Suite 400
Beaumont, Texas 77701

County: Hays County
c/o Hays County Judge
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

With copy to: Mark Kennedy
County General Counsel
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

4.2 No Joint Venture; No Third-Party Beneficiaries. It is acknowledged and agreed to by the Parties to this Agreement that the terms hereof are not intended to and shall not constitute a partnership or joint venture between the parties. The Parties, their officials, officers, and agents, do not assume any responsibility or liability to any third parties in connection with the design, construction, operation or maintenance of any structures or improvements associated with Town Center.

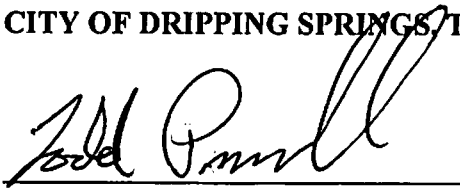
4.3 Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in Hays County, Texas.

4.4 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein, and this instrument supersedes any prior agreements or understandings between the parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

EXECUTED on this the 15th day of April 2020 ("Effective Date").

[signature pages follow]

CITY OF DRIPPING SPRINGS, TEXAS



Todd Purcell, Mayor

Attest:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

Dr. Mary Jane Hetrick
Vice-President, Board of Trustees

Attest:

Shannon O'Connor
Secretary, Board of Trustees

DRIPPING SPRINGS COMMUNITY LIBRARY DISTRICT

Missy Atwood, President

Attest:

Melva Codina, Treasurer

HAYS COUNTY

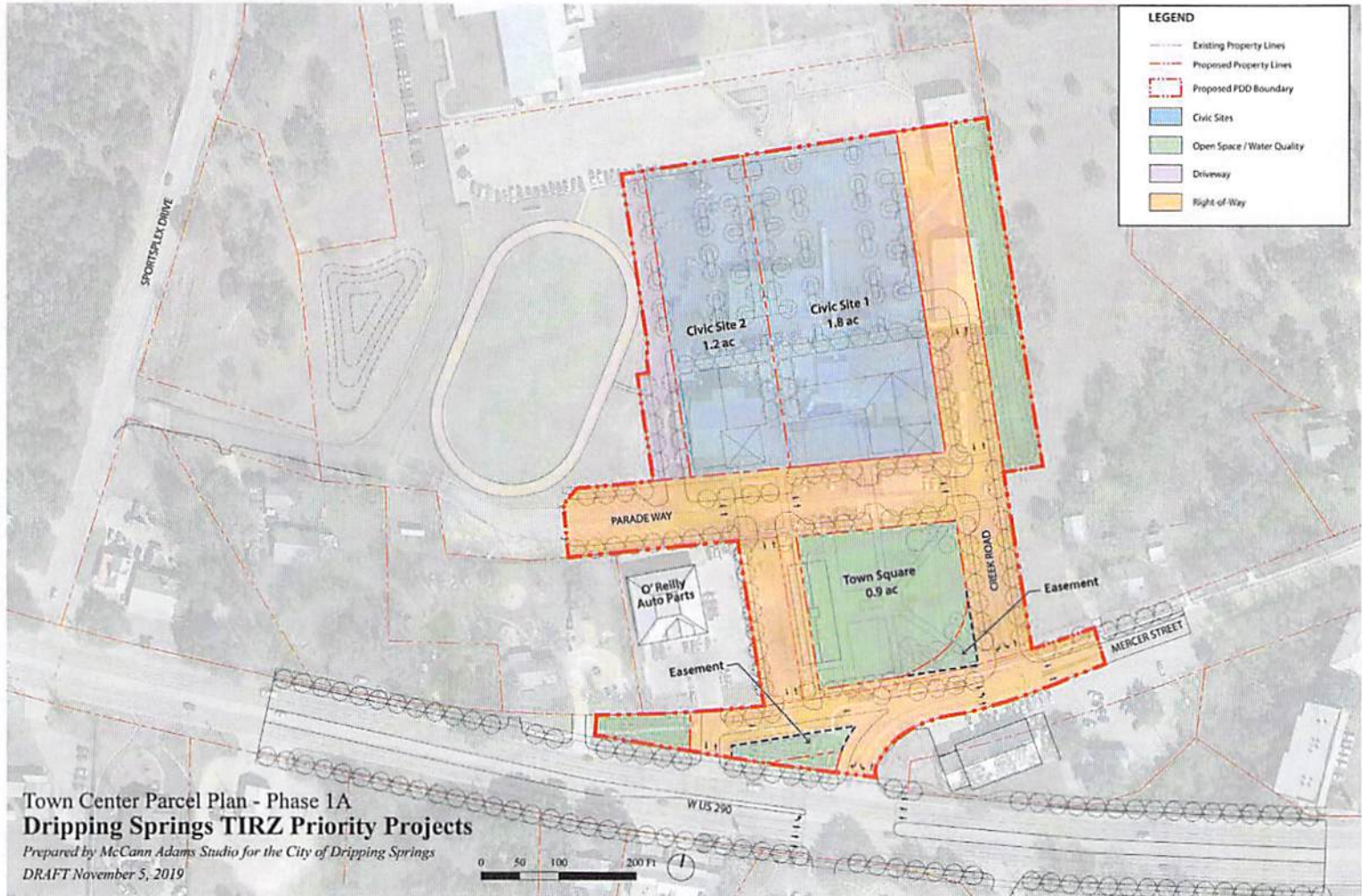
Ruben Becerra, Hays County Judge

Attest:

Elaine Cardenas, Hays County Clerk

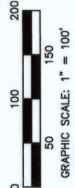
Exhibit "A"

Town Center Plan "Civic Site 2"

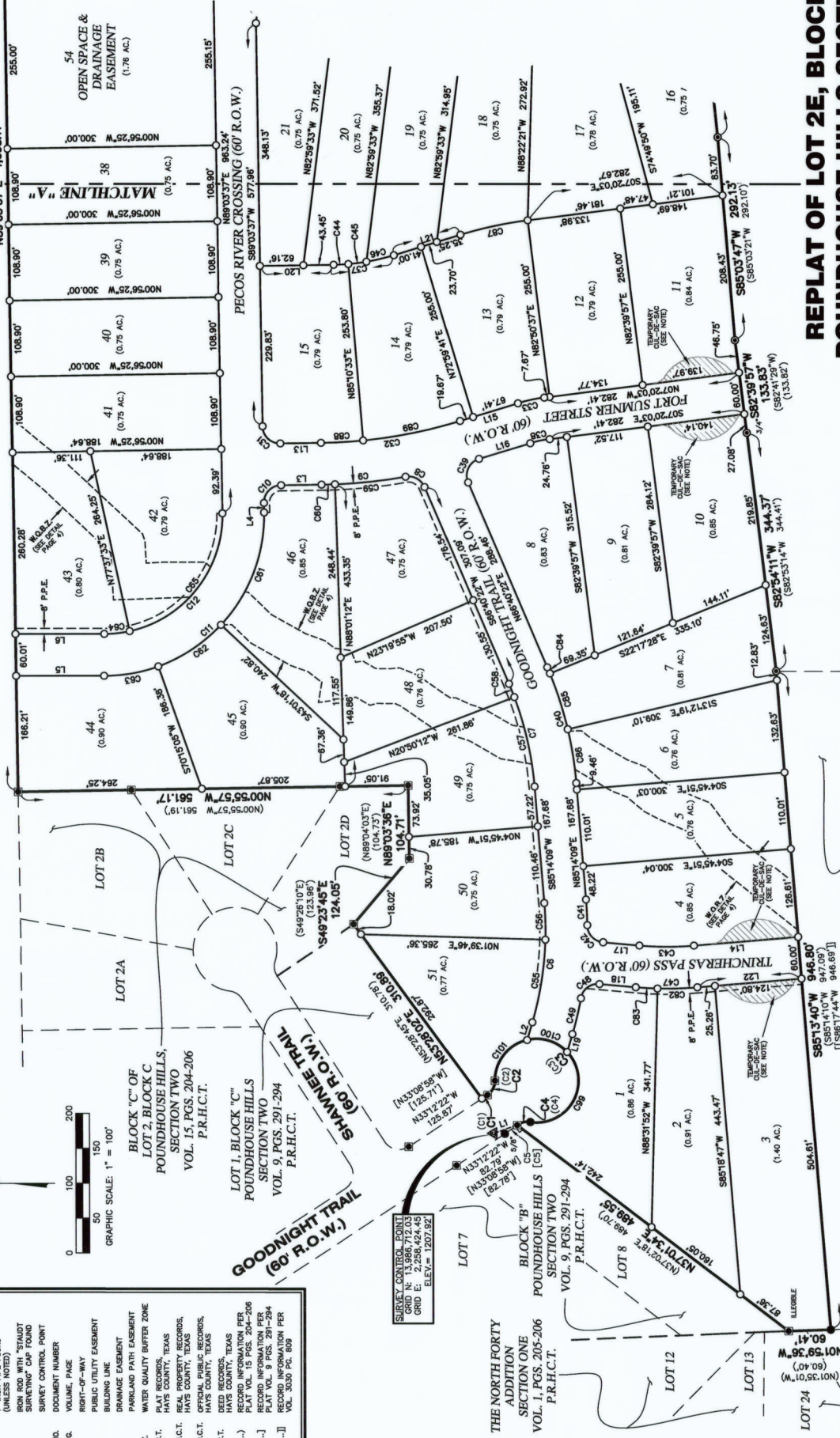


LEGEND

- PROPERTY LINE
- EXISTING EASEMENTS
- CALCULATED POINT
- 1/2" IRON ROD WITH "WARD-5811" CAP SET
- 1/2" IRON ROD FOUND (WARD-5811)
- 1" IRON ROD FOUND (UNLESS NOTED)
- IRON ROD WITH "STALOT SURVEYING" CAP FOUND
- SURVEY CONTROL POINT
- DOCUMENT NUMBER
- VOLUME, PAGE
- RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- BUILDING EASEMENT
- DRAINAGE EASEMENT
- PARKLAND PATH EASEMENT
- W.G.B.Z.
- P.H.C.T.
- PLAT RECORDS, TEXAS
- REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
- DEED RECORDS, HAYS COUNTY, TEXAS
- D.H.C.T.
- (---) RECORD INFORMATION PER PLAT VOL. 15 PGS. 204-206
- (---) RECORD INFORMATION PER PLAT VOL. 9 PGS. 291-294
- (---) RECORD INFORMATION PER VOL. 300 PG. 608



CALLED 102.479 ACRES
MONTE GLOSSON, TRUSTEE
VOL. 4629, PG. 427, O.P.R.H.C.T.



REPLAT OF LOT 2E, BLOCK C, POUNDHOUSE HILLS SECTION 2 City of Dripping Springs Hays County, Texas

TEMPORARY CUL-DE-SAC NOTE:
THESE TEMPORARY CUL-DE-SACS WILL BE
CONVERTED TO PERMANENT TRACTS
HAVE DEVELOPED AND CONNECTED THEIR ROADS.

PHILIP A. SMITH
SURVEY NO. 26,
ABSTRACT NO. 415

CALLLED 17.185 ACRES
H.C. CARTER
VOL. 3030, PG. 809
O.P.R.H.C.T.

Item 13.

AWARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.AWARDLAND.COM (512) 337-2384
TSPS TRS #0314399 P:\0033\New\0033_Plan-809-2009.dwg 1 OF 2

BEARING BASIS: ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83, ALL BEARINGS WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000079567505.

SURVEY CONTROL: STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM THE TEXAS COORDINATE NETWORK ON DATE JULY 22, 2014. A CONTROL POINT WAS CHECKED TO LOMA 0202 HAVING A PUBLISHED ELEVATION OF 1228.95' (COORDINATE CONVERSION USING CORPSSON) 1228.95' (COORDINATE CONVERSION USING CORPSSON)

FLOODPLAIN NOTE: THIS PROPERTY IS LOCATED WITHIN ZONE X-1 AREAS DETERMINED TO BE OUTSIDE THE FLOODPLAIN OF THE LITTLE BARTON CREEK WATERSHED, PANEL NO. 46209C 0105F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE ADJACENT AREAS ARE NOT SUBJECT TO FLOODING. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTES: 1) ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO COMPLIANCE WITH THE CITY'S DARK SKY ORDINANCE (AKA THE LIGHTING ORDINANCE).

2) ALL RESIDENTIAL LOTS IN THIS SUBDIVISION, LESS THAN 1 ACRE, MUST UTILIZE SURFACE DRAIN DISPOSAL FOR THEIR ON-SITE SEWAGE FACILITIES (OSSF'S).

3) IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (a) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE CITY OF DRIPPING SPRINGS, TEXAS, AND (b) THE DRIVEWAY IS IN COMPLIANCE WITH THE CITY OF DRIPPING SPRINGS SET FORTH IN TABLE 72.02 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

4) WHEN REQUIRED, LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT DIAMETER OF 18 INCHES.

5) THIS SUBDIVISION DOES LIE WITHIN THE BOUNDARIES OF THE BARTON SPRINGS SEGMENT OF CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE LITTLE BARTON CREEK WATERSHED AND THE ONION CREEK WATERSHED.

7) THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CORPORATE LIMITS OF THE CITY OF DRIPPING SPRINGS.

8) BUILDING LINE SETBACKS MUST COMPLY WITH CURRENT ZONING REGULATION.

9) ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE FOLLOWING P.U.E. REQUIREMENTS: FRONT: 10', SIDE: 5', REAR: 5'

10) LOTS WITHIN THE WATER QUALITY BUFFER ZONE MUST COMPLY WITH THE RESTRICTIONS SET FORTH IN THE CITY OF DRIPPING SPRINGS WATER QUALITY ORDINANCE.

STATE OF TEXAS
COUNTY OF HAYS
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS AND IS APPROVED THIS

THE 10th DAY OF February 2014, A.D. BY THE CITY COUNCIL

TORD PURCELL
MAYOR

CERTIFICATE OF RECORDING TO WIT:

STATE OF TEXAS
COUNTY OF HAYS
LIZ GONZALEZ, CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 3rd DAY OF March 2014.

A.D. AT 2:16 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK PAGE

C.M. 11007517

LIZ GONZALEZ, HAYS COUNTY CLERK

REPLAT OF LOT 2E, BLOCK C, POUNDHOUSE HILLS SECTION 2 City of Dripping Springs, Texas

Item 13.

AWARD

Land Surveying

11007517

PO Box 98078, Austin Texas 78709

WWW.AWARDLAND.COM (512) 537-2384

TEPLS FIRM #16174300

Date:

Project:

Scale:

Revisions:

Year:

Field Crea

Survey Dd

Sheet:

3 of 4

STATE OF TEXAS
COUNTY OF HAYS
KNOW ALL MEN BY THESE PRESENTS, THAT I, KEVIN FREEMAN, ASSISTANT VICE PRESIDENT OF RH OF TEXAS LP, THE OWNER OF THAT 55.7028 ACRES TRACT AS CONVEYED TO IT BY DEED RECORDED IN PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 55.7028 ACRES TRACT BEING DESCRIBED AS LOT 2E, BLOCK C, POUNDHOUSE HILLS SECTION 2, VOLUME 15, PAGES 204-208 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 55.7028 ACRES, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, SAID SUBDIVISION TO BE KNOWN AS:

REPLAT OF LOT 2E, BLOCK C, POUNDHOUSE HILLS SECTION 2

AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 1 DAY OF Feb 2014.



STATE OF TEXAS
COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KEVIN FREEMAN, ASSISTANT VICE PRESIDENT OF RH OF TEXAS LP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE HAS SIGNED THE INSTRUMENT OF WRITING FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 1 DAY OF Feb 2014.

NOTARY PUBLIC FOR HAYS COUNTY, TEXAS

ENVIRONMENTAL HEALTH DEPARTMENT: NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A PUBLICLY-APPROVED COMMUNITY WATER SYSTEM, DUE TO THE DECLINING WATER SUPPLIES AVAILABLE IN THE AREA. THE BEST AVAILABLE WATER AVAILABILITY: RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST AVAILABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLICLY-APPROVED WATER SUPPLY OR TO AN INDIVIDUAL WATER SUPPLY. THE SUBDIVISION IS IN COMPLIANCE WITH CHAPTER 72A, SECTION 3.07 (IDENTIFICATION OF SPECIAL FLOOD HAZARD AREAS).

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGUN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ENGINEER'S CERTIFICATION: I, RICARDO M. DE CAMPOS, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PREPARE AND SUBMIT THIS PLAT, AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

TO THE BEST OF MY KNOWLEDGE THIS SITE ACCURATELY REFLECTS THE GENERAL LOCATION/ASPECT OF ALL STREETS, RIVERS, POUNDHILLS, ETC. AS DESCRIBED AND SHOWN ON THIS PLAT.

SEWAGE FACILITIES AS DEFINED BY THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY IN 30 TEXAS ADMINISTRATIVE CODE 213.3, THE LOCATIONS AND APPROXIMATE SIZES OF THE STORM WATER MANAGEMENT STANDARDS AND THE SUBMITTAL IS IN COMPLIANCE WITH CHAPTER 72A, SECTION 3.07 (IDENTIFICATION OF SPECIAL FLOOD HAZARD AREAS).

RICARDO M. DE CAMPOS, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 122378
T.E.P.E. FIRM #5984
2021 EAST 5TH STREET, SUITE 110
AUSTIN, TEXAS 78702

DATE 1/27/2017

STATE OF TEXAS
COUNTY OF HAYS
PROFESSIONAL ENGINEER
122378

SURVEYOR'S CERTIFICATION: I, JASON WARD, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE SURVEYING AND SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING REQUIREMENTS OF THE TEXAS SURVEYING ACT AND THE TEXAS PROFESSIONAL SURVEYOR ACT, AND THAT AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, LOT CORNERS SHALL BE SET AFTER FINAL GRADING IS COMPLETE.

JASON WARD, R.P.L.S.
TEXAS REGISTRATION NO. 5811

DATE 1/27/2017

STATE OF TEXAS
COUNTY OF HAYS
PROFESSIONAL SURVEYOR
5811

JURISDICTION PLAT NOTE: THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

DRIVEWAY PERMIT NOTE: IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (a) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE CITY OF DRIPPING SPRINGS AND (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING FOR SPACING.

UTILITY INFORMATION: WATER: INDIVIDUAL WATER WELLS OR DRIPPING SPRINGS WATER SUPPLY ELECTRIC: FERNANDES ELECTRIC COOPERATIVE TELEPHONE: PERSONAL ON-SITE SEWAGE FACILITIES OR CITY OF DRIPPING SPRINGS SANITARY SEWER

WATER SUPPLY NOTE: DIS WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM (TEED 00810503), HAS BEEN OBTAINED FOR THIS SUBDIVISION. THE PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

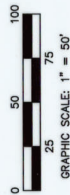
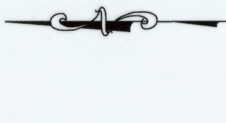
GREG PERRIN, GENERAL MANAGER
DRIPPING SPRINGS WATER SUPPLY CORPORATION

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	BEARING
C51	29.85'	330.00'	509.01'	S04°25'57"W
C52	120.13'	470.00'	1438.38'	S81°02'14"E
C53	52.54'	470.00'	694.18'	N88°26'16"E
C54	131.84'	470.00'	1704.22'	N71°59'1"E
C55	20.43'	470.00'	229.28'	N67°55'05"E
C56	102.85'	780.00'	732.24'	S08°00'26"E
C57	19.33'	780.00'	271.34'	S01°31'38"E
C58	176.75'	230.00'	440.154'	S08°59'39"E
C59	79.28'	230.00'	123.237'	S01°14'4"E
C60	233.06'	170.00'	783.255'	S51°39'55"E
C61	80.28'	453.56'	1008.22'	S28°41'37"E
C62	41.48'	441.01'	523.18'	S33°59'20"E
C63	47.71'	60.00'	453.333'	N63°30'02"W
C64	46.74'	60.00'	443.376'	N18°24'17"W
C65	32.53'	60.00'	310.357'	N19°26'39"E
C66	31.28'	60.00'	295.107'	N49°54'11"E
C67	66.40'	60.00'	632.413'	S63°28'08"E
C68	67.81'	60.00'	645.048'	S19°00'37"E
C69	71.82'	530.00'	746.32'	S32°42'45"E
C70	65.36'	530.00'	703.958'	S25°17'30"E
C71	170.67'	60.00'	182.5823'	N65°20'38"E
C72	94.17'	60.00'	89.9520'	S29°47'30"W
C73	57.86'	604.22'	528.04'	S01°50'19"E
C74	31.57'	886.24'	201.05'	S03°31'28"W
C75	8.99'	530.00'	102.70'	N87°11'27"E
C76	84.05'	530.00'	905.09'	N72°15'06"E
C77	78.08'	530.00'	826.29'	N61°00'55"E
C78	98.14'	585.00'	941.96'	N12°01'11"W
C79	61.13'	720.00'	451.99'	S03°15'02"E
C80	142.27'	720.00'	1119.18'	S11°29'40"E

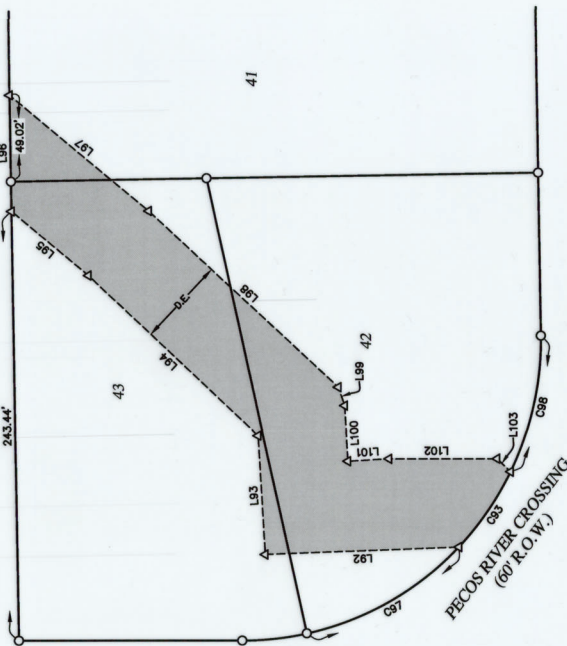
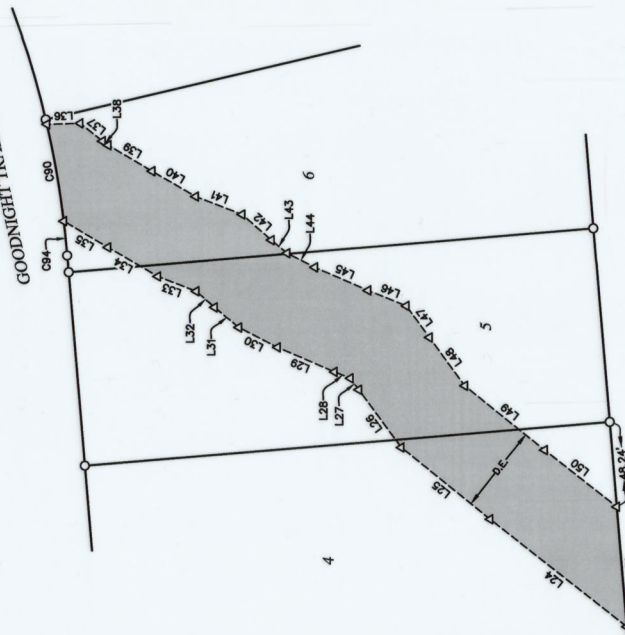
CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	BEARING
C6	172.87'	470.00'	2102.96'	S84°14'23"E
C7	152.28'	470.00'	1833.48'	N75°57'16"E
C8	33.36'	25.00'	762.70'	N29°56'52"E
C9	121.88'	780.00'	857.36'	S05°17'58"E
C10	39.32'	25.00'	907.21'	N45°52'42"W
C11	365.34'	230.00'	9100.36'	S45°30'16"E
C12	269.82'	170.00'	8096.23'	S42°28'11"E
C13	304.87'	490.00'	3539.32'	N71°13'48"E
C14	133.59'	490.00'	1536.16'	N81°15'15"E
C15	171.38'	490.00'	2002.24'	N83°25'11"E
C16	67.76'	550.00'	9708.32'	N67°58'15"E
C17	36.78'	25.00'	8418.02'	S202°33'00"W
C18	121.75'	470.00'	1450.29'	S291°04'46"E
C19	21.00'	25.00'	4940.47'	S81°29'24"E
C20	292.54'	60.00'	279.214'	N83°23'59"E
C21	21.68'	25.00'	4940.47'	N11°43'37"W
C22	137.28'	530.00'	1450.29'	S291°04'46"E
C23	36.64'	25.00'	8358.52'	N84°08'56"W
C24	149.34'	550.00'	1533.28'	N81°16'53"E
C25	38.41'	25.00'	8019.08'	S44°31'4"W
C26	31.90'	230.00'	796.50'	N03°02'02"E
C27	264.83'	60.00'	262.533'	S51°41'42"E
C28	31.81'	25.00'	7253.53'	N38°18'16"E
C29	23.58'	170.00'	796.50'	N03°02'02"E
C30	39.27'	25.00'	80100.00'	N45°58'23"W
C31	36.22'	25.00'	8952.39'	S44°07'18"W
C32	203.42'	720.00'	1611.71'	S08°54'14"E
C33	38.82'	230.00'	940.16'	N12°10'11"W
C34	36.79'	25.00'	8418.46'	N47°02'15"W
C35	28.70'	170.00'	940.16'	N12°10'11"W
C36	42.03'	25.00'	9619.19'	N69°09'59"W
C37	171.71'	530.00'	1833.48'	N75°57'16"E
C38	36.81'	530.00'	397.28'	N47°02'15"W
C39	40.63'	315.00'	723.24'	S13°18'37"E
C40	88.22'	530.00'	938.43'	S00°03'31"W
C41	36.79'	25.00'	8418.46'	N75°57'16"E
C42	52.88'	530.00'	542.99'	S76°34'24"E
C43	21.67'	405.00'	303.56'	N34°26'32"W
C44	21.67'	405.00'	303.56'	N04°40'44"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	BEARING
C1	9.82'	345.00'	134.51'	N33°40'47"W
C2	8.92'	345.00'	134.51'	N33°40'47"W
C3	24.04'	25.00'	5508.07'	N82°14'44"W
C4	24.11'	25.00'	5519.36'	N82°21'37"W
C5	291.86'	60.00'	27849.00'	N49°30'30"E
C6	292.16'	60.00'	27849.00'	N49°30'30"E
C7	18.85'	25.00'	4929.46'	S13°12'27"E
C8	18.73'	25.00'	4912.39'	S13°36'12"E
C9	21.67'	405.00'	303.56'	N34°26'32"W
C10	21.67'	405.00'	303.56'	N04°40'44"W

ACRESAGE, LOT SIZE, AND CATEGORY NOTE:
TOTAL AREA: 55.7028 ACRES (2,428.405 SQ. FT.)
TOTAL NUMBER OF LOTS: 54
NUMBER OF RESIDENTIAL LOTS: 51
NUMBER OF COMMERCIAL LOTS: NONE
NUMBER OF INDUSTRIAL LOTS: NONE
NUMBER OF LOTS BETWEEN 5 AND 10 ACRES: NONE
NUMBER OF LOTS BETWEEN 1 AND 5 ACRES: 2
NUMBER OF LOTS LESS THAN 1 ACRE: 43



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C90	55.70'	530.00'	6°01'19"
C91	54.00'	470.00'	6°34'58"
C92	58.68'	230.00'	14°37'02"
C93	52.13'	170.00'	17°34'15"
C94	19.65'	530.00'	2°07'28"
C95	32.37'	470.00'	3°56'45"
C96	45.48'	470.00'	5°32'38"
C97	101.20'	170.00'	34°09'24"
C98	76.73'	170.00'	28°52'18"
C99	148.96'	60.00'	142°14'30"
C100	62.83'	60.00'	60°00'08"
C101	80.18'	60.00'	76°34'24"



LINE TABLE		
LINE #	DIRECTION	LENGTH
L24	N38°08'37"E	88.73'
L25	N38°38'28"E	65.08'
L26	N53°35'16"E	40.82'
L27	N53°35'16"E	8.08'
L28	N21°56'56"E	9.79'
L29	N23°14'05"E	35.17'
L30	N28°56'45"E	24.76'
L31	N38°42'52"E	17.90'
L32	N41°08'10"E	13.84'
L33	N21°01'19"E	23.43'
L34	N30°04'14"E	32.81'
L35	N30°25'59"E	28.33'
L36	S01°42'16"E	19.04'
L37	S38°22'38"W	16.25'
L38	S35°14'46"W	3.91'
L39	S30°25'59"W	28.10'
L40	S30°04'14"W	28.69'
L41	S21°01'19"W	28.34'
L42	S41°08'10"W	22.08'
L43	S39°42'52"W	11.88'
L44	S28°56'45"W	17.85'
L45	S23°14'05"W	32.99'
L46	S21°56'56"W	23.40'
L47	S53°35'16"W	22.25'
L48	S53°35'16"W	34.05'
L49	S38°38'28"W	58.29'
L50	S38°08'37"W	92.05'
L51	S85°13'12"W	68.24'
L52	N10°08'35"E	30.20'
L53	N08°01'33"E	14.90'
L54	N28°56'45"E	50.12'
L55	N21°27'51"E	8.74'
L56	N19°19'03"E	9.11'
L57	N24°28'15"E	18.08'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L58	N03°58'15"W	8.83'
L59	N34°48'15"E	67.21'
L60	N22°15'06"E	8.89'
L61	N05°14'18"W	5.18'
L62	N00°50'18"E	19.64'
L63	N14°25'17"W	10.70'
L64	N29°41'00"E	23.28'
L65	N07°55'43"W	54.83'
L66	S80°33'05"E	30.20'
L67	N37°50'33"E	22.98'
L68	N19°58'35"E	26.26'
L69	N28°14'12"E	65.89'
L70	N43°13'42"E	37.85'
L71	N00°21'45"W	15.48'
L72	N10°19'38"E	5.11'
L73	N43°43'42"E	46.29'
L74	N28°14'12"E	55.48'
L75	N19°58'35"E	30.07'
L76	N37°50'33"E	17.36'
L77	N07°41'41"E	24.01'
L78	N87°58'38"E	17.85'
L79	N07°55'43"W	10.60'
L80	N29°41'00"E	21.81'
L81	N00°50'18"E	19.55'
L82	N05°14'18"W	14.76'
L83	N22°15'06"E	27.83'
L84	N34°48'15"E	56.40'
L85	N02°44'04"E	8.95'
L86	N24°28'15"E	23.68'
L87	N15°19'03"E	7.79'
L88	N21°27'51"E	15.09'
L89	N28°50'24"E	44.15'
L90	N10°08'35"E	10.79'
L92	N02°08'31"W	110.35'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L93	N88°38'49"E	67.47'
L94	N43°17'01"E	132.48'
L95	N39°39'55"E	56.89'
L96	N89°03'37"E	65.88'
L97	N39°39'55"E	102.87'
L98	N42°53'33"E	146.93'
L99	N70°44'01"E	11.07'
L100	N88°38'49"E	31.54'
L101	N03°18'48"W	23.43'
L102	N00°02'26"W	61.77'
L103	N43°56'41"E	10.66'

**REPLAT OF LOT 2E, BLOCK C,
POUNDHOUSE HILLS SECTION 2
City of Dripping Springs
Hays County, Texas**

4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TDLPS FIRM #0174306

Item 13.

Date:

Project:

Scale:

Reviewer:

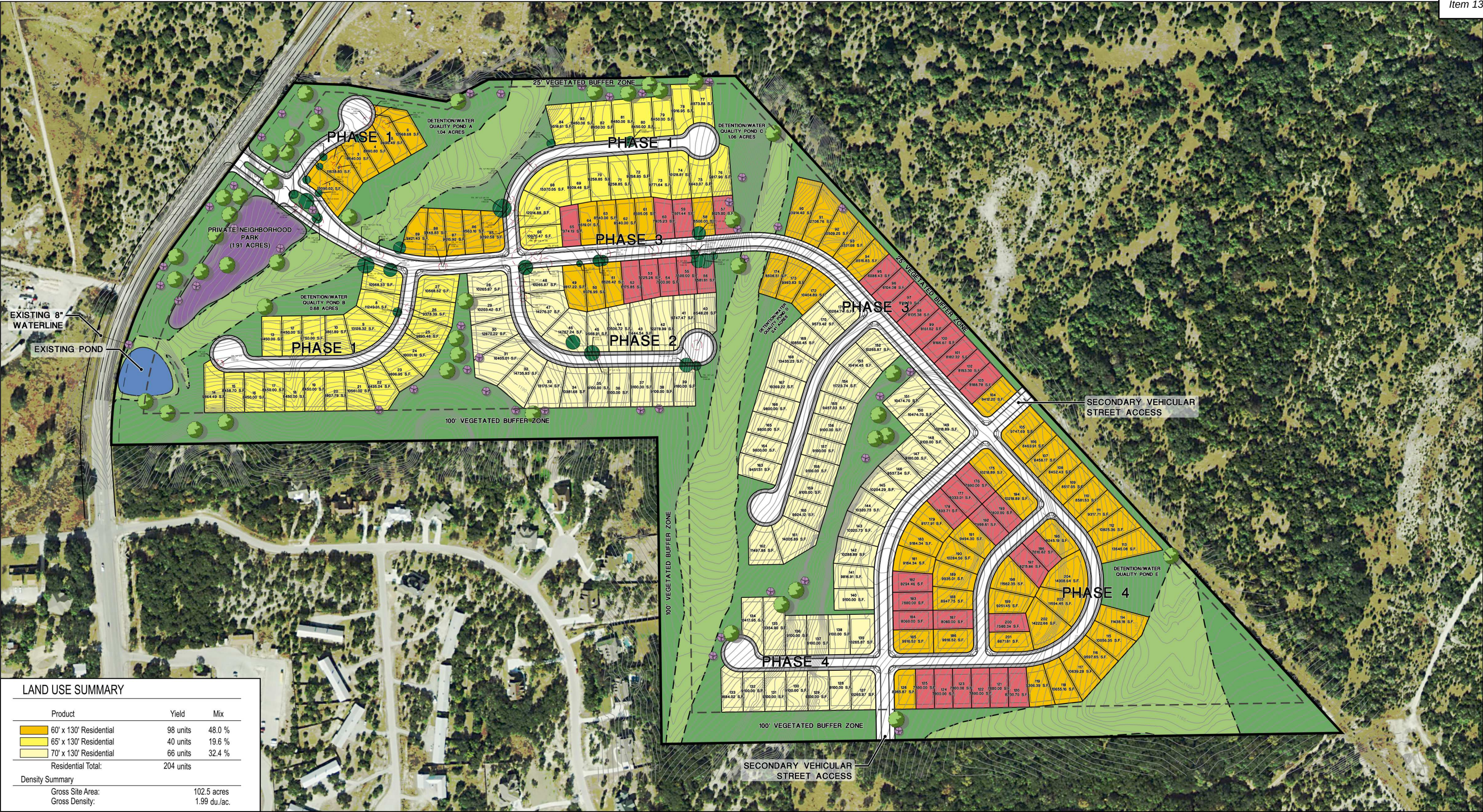
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Field Co:

Survey Date:

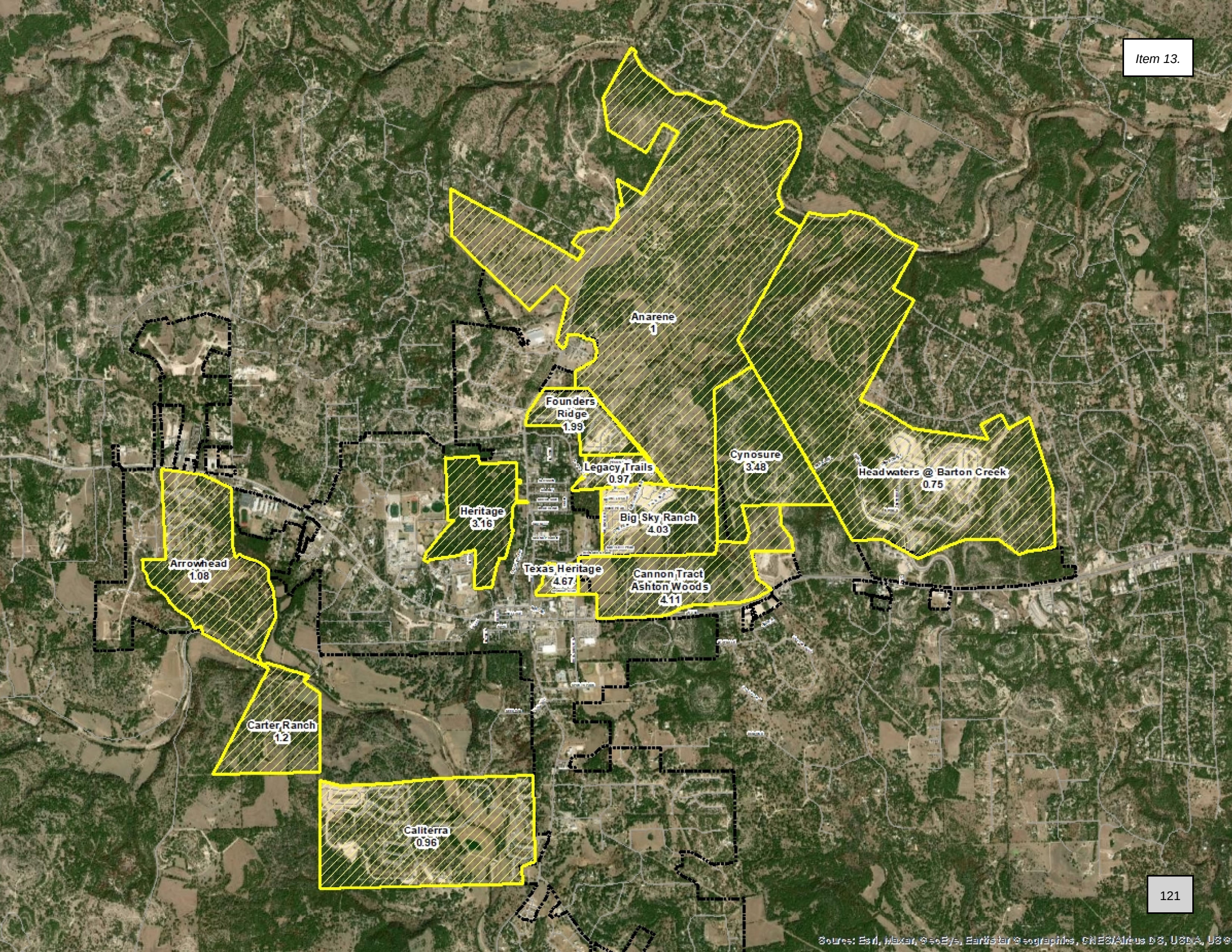
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4 OF 4



LAND USE SUMMARY

Product	Yield	Mix
60' x 130' Residential	98 units	48.0 %
65' x 130' Residential	40 units	19.6 %
70' x 130' Residential	66 units	32.4 %
Residential Total:	204 units	
Density Summary		
Gross Site Area:	102.5 acres	
Gross Density:	1.99 du./ac.	



LEGACY TRAILS

.97 PER ACRE



HEADWATERS

.75 PER ACRE





FOUNDER RIDGE

1.99 PER ACRE







TEXAS HERITAGE VILLAGE

4.67 PER ACRE





BIG SKY RANCH

4.03 PER ACRE







CALITERRA

.96 PER ACRE









ARROWHEAD RANCH

1.08 PER ACRE



