



## City Council & Board of Adjustment Regular Meeting

*Dripping Springs City Hall*

*511 Mercer Street – Dripping Springs, Texas*

*Tuesday, June 03, 2025, at 6:00 PM*

---

## AGENDA

### CALL TO ORDER & ROLL CALL

#### City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

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

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

Planning Director Tory Carpenter

City Secretary Diana Boone

IT Director Jason Weinstock

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

### PLEDGE OF ALLEGIANCE

---

### BOARD OF ADJUSTMENT

---

- 1. Public hearing, discussion, and consideration of approval of VAR2025-002: a variance request to allow a commercial building associated with the Dripping Springs Sports Club to be larger than the 100,000 square feet limit in the Planned Development District No. 6 zoning district for a property located at the northwest intersection of Canyonwood Drive and US 290. Applicant: Drew Rose, DSSC Equity, LLC**

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

## CALL TO ORDER & ROLL CALL

### **Board Members**

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

---

## CITY COUNCIL

---

### PRESENTATION OF CITIZENS

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

### PROCLAMATIONS & PRESENTATIONS

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

- 2. A Proclamation of the City of Dripping Springs Proclaiming June 14, 2025, as “Rambo Lodge No. 426 150th Anniversary Celebration Day” in the City of Dripping Springs.**

### CONSENT AGENDA

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

- 3. Approval of the May 6, 2025 City Council regular meeting minutes.**
- 4. Approval of the May 20, 2025 City Council regular meeting minutes.**



- 5.** Approval of permission for the Stephenson field to be used as overflow parking by the Rambo Lodge No. 426 during their permitted Special Event: 150th Anniversary Celebration on Saturday, June 14, 2025. *Sponsor: Council Member Sherrie Parks*
- 6.** Approval of the authorization for Mayor Bill Foulds, Jr. to cast the City's ballot for the Director District 4 position in the 2025 Pedernales Electric Cooperative, Inc. Annual Director Election. *Sponsor: Mayor Bill Foulds, Jr.*

## **BUSINESS AGENDA**

- 7.** Discuss and consider approval of an agreement with Texas Disposal Services for Solid Waste Services. *Sponsor: Mayor Bill Foulds, Jr.*
- 8.** Discuss and consider approval of an Ordinance of the City of Dripping Springs, Texas amending Article 10.04; Granting to Texas Disposal Systems, Its Successors and Assigns, the Right to Operate and Maintain Trash and Refuse Collection Routes within the City of Dripping Springs; Extending an Exclusive Franchise for Both Residential and Non-Residential Customers. *Sponsor: Mayor Bill Foulds, Jr.*
- 9.** Discuss and consider approval of an Agreement between the City of Dripping Springs and Rambo Lodge #426 A F & A M related to an Easement Agreement for the Stephenson Parking Lot Project. *Sponsor: Mayor Pro Tem Taline Manassian*
- 10.** Discuss and consider approval of a Professional Services Agreement with IRA Rinks South LLC for Western Wonderland 2025-2026. *Sponsor: Council Member Sherrie Parks*
- 11.** Discuss and consider approval of an Interlocal Agreement between Hays County and the City of Dripping Springs for funding to establish and build park elements within the Old Fitzhugh Road Project. *Sponsor: Mayor Pro Tem Taline Manassian*
- 12.** Discuss and consider approval of an agreement related to the Outdoor Arena grading project at Dripping Springs Ranch Park. *Sponsor: Mayor Bill Foulds, Jr.*
- 13.** Discuss and consider approval of the Building Department Administrative Assistant Job Description. *Sponsor: Mayor Bill Foulds, Jr.*
- 14.** Discuss and consider approval of an Ordinance amending the Fiscal Year 2025 Budget. *Sponsor: Mayor Bill Foulds*
  - a. Staff Report
  - b. Public Hearing
  - c. Budget Amendment

## **REPORTS**

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

- 15. People & Communications Department Budget Year in Review Report.** *Lisa Sullivan, People & Communications Director*
- 16. Utilities Department Budget Year in Review Report.** *Dane Sorensen, Utilities Director*
- 17. Administration Department Budget Year in Review Report.** *Michelle Fischer, City Administrator*
- 18. Planning Department Report.** *Tory Carpenter, Planning Director*

## **CLOSED SESSION**

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

- 19. Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions.** *(Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*
- 20. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** *(Consultation with Attorney, 551.071)*

## **UPCOMING MEETINGS**

### **City Council & Board of Adjustment Meetings**

June 17, 2025, at 6:00 p.m.

July 1, 2025, at 6:00 p.m.

### **Board, Commission, & Committee Meetings**

Historic Preservation Commission, June 5, 2025, at 4:00 p.m.

TIRZ No. 1 & No. 2 Board, June 9, 2025, at 4:00 p.m.

Founders Day Commission, June 9, 2025, at 6:30 p.m.

## **ADJOURN**

## TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on May 30, 2025 at 6:00 p.m.*

---

*Diana Boone, City Secretary*

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



# City Council

## Planning Department Staff Report

### Planning and Zoning Commission Meeting:

June 3, 2025

### Project No:

VAR2025-002

### Project Planner:

Tory Carpenter, AICP, Planning Director

### Item Details

### Project Name:

Dripping Springs Sports Club

### Property Location:

Northwest Corner of Canyonwood Drive and US 290

### Legal Description:

10 Acres out of the Headwaters Commercial Tract

### Applicant:

Drew Rose, DSSC Equity, LLC

### Property Owner:

Oryx Land Holdings, LLC

### Request:

A variance to allow a building larger than 100,000 square feet in a the PDD6 Zoning District



VAR2025-002  
Dripping Springs  
Sports Club

### Legend

- Roads
- Subject Property
- City Limits



## Overview

The applicant, DSSC Equity, LLC, is requesting a variance from the maximum gross floor area permitted for commercial buildings under the Headwaters Planned Development District (PDD 6). Section 2.4.6(a) of the PDD, which was approved in 2016, limits commercial building size to 100,000 square feet. The proposed Dripping Springs Sports Club (DSSC) facility is approximately 160,000 square feet in gross floor area, a 60% increase over the allowed maximum.

The facility includes a mix of uses such as youth sports, fitness amenities, indoor courts, an elevated track, family entertainment, and dining. The building footprint itself is 65,000 square feet, with additional gross area accommodated through two stories and a mezzanine level.

The applicant states that the variance is necessary due to the nature and function of the building. The larger floor area allows the project to deliver its intended multi-purpose services without exceeding the site's design limits in terms of footprint or setbacks. Key points of justification provided by the applicant include:

- **Economic and Employment Impact:** *DSSC anticipates over \$8 million in revenue by year 3 and expects to employ approximately 30 full-time and 60-90 part-time staff.*
- **Significant Setback Compliance:**
  - *Required: 25' from property perimeter / Proposed: 324'*
  - *Required: 50' from Canyonwood Drive residences / Proposed: 151'*
- **Architectural Enhancements:**
  - *Metal screening features for sun shading and visual articulation*
  - *Full rooftop mechanical screening*
  - *Use of sloped roof design in line with Hill Country aesthetics*
  - *Enhanced articulation on all sides of the building*
- **Environmental and Design Considerations:**
  - *Turf and drought-tolerant landscaping to reduce water usage*
  - *Parking lot islands exceeding code in number, size, and planting quality*
  - *Natural, subdued color palette integrated with local Hill Country character*

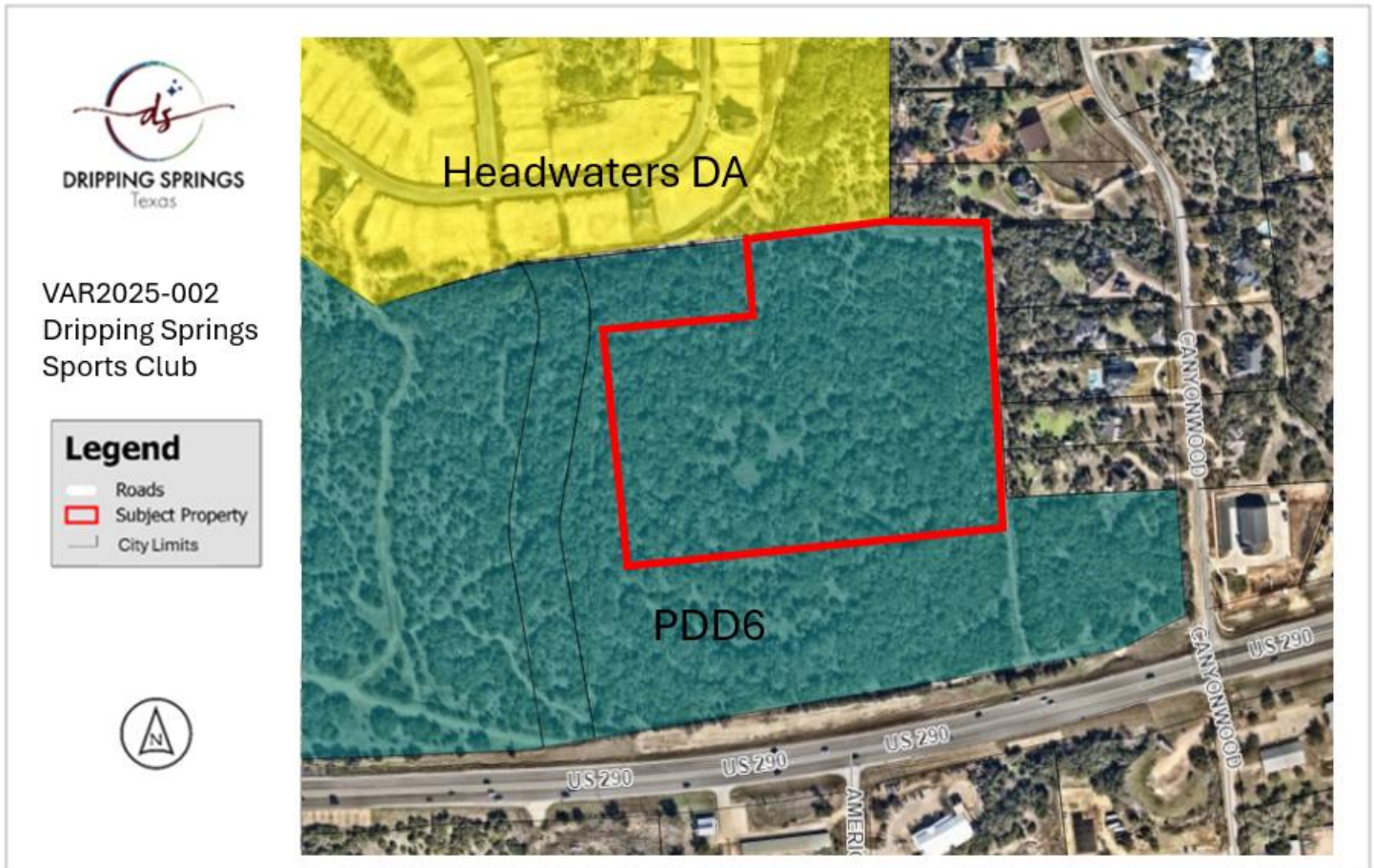
PDD Requirement	Applicant Request	Difference
Maximum 100,000 sqft structure	Up to a 160,000 sqft structure with a 65,000 sqft footprint	60%

If the requested zoning amendment and variance are approved, the applicant will be required to submit the following permits which are reviewed and approved administratively by staff:

1. Alternative Exterior Design
2. Site Development Permit
3. Building Permit
4. Sign Permits



Surrounding Properties



Direction	Zoning District	Existing Use	Future Land Use
North	Headwaters Development Agreement	Single-Family/Open Space	This site is adjacent to the Headwaters “Commercial Activity Center”
East	ETJ	Single-Family	
South	PDD6	Proposed Commercial	
West	PDD 6	Proposed Commercial	

Approval Criteria for Variance (2.22.2-Zoning Ordinance)

Approval Criteria	Staff Comments
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	The dual-purpose nature of the proposed facility—with large indoor courts, a mezzanine track, and community areas—creates special conditions that are not typical of standard commercial buildings.
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and by preserving the natural features and topography of the land; and	The proposed use fulfills a unique need in Dripping Springs for a family- and youth-oriented indoor recreational facility. The variance supports the enjoyment of a substantial property right while maintaining

	compatibility with the surrounding area through thoughtful design and site layout.
3. the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and	The project provides increased building setbacks, mitigates scale through articulation, and aligns with the Hill Country aesthetic. With further coordination on architectural and tree mitigation elements, the variance is not expected to result in adverse impacts to public health or nearby properties.
4. the granting of the variance constitutes a minimal departure from this Chapter; and	While the increase to the gross square footage is 60%, the variance remains a minimal departure in context, given the footprint remains well within setbacks and the bulk of the added area is vertical rather than horizontal expansion.
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	The need for additional space arises from the specific functional design of the facility rather than economic considerations. This type of mixed-use indoor athletic facility is rare in the area, and the request is not common among surrounding properties.
6. Granting the variance is in harmony with the spirit, general purpose, and intent of this Chapter so that: <ul style="list-style-type: none"> <li>a. the public health, safety and welfare may be secured; and</li> <li>b. that substantial justice may be done.</li> </ul>	<p>The facility design considers the health and welfare of the community by providing access to recreation and wellness amenities.</p> <p>Substantial justice is served by supporting an appropriate, community-oriented land use in a context-sensitive manner.</p>

## Additional staff analysis:

While the subject property is located within the Headwaters PDD, which is vested to the City’s previous tree preservation ordinance, the variance process allows the Planning and Zoning Commission to require enhanced tree preservation measures as a condition of approval. Given the scale of the proposed development and its proximity to residential uses, staff finds that additional tree protection and mitigation could provide important buffering and aesthetic benefits that align with the goals of the City’s current environmental policies.

Staff finds that the requested need for increased square footage due to the specific functional and community-serving nature of the project is generally justifiable. Additionally, design commitments and substantial setbacks contribute to mitigating the scale of the proposed structure.

The subject property is located within the Headwaters PDD (Planned Development District #6), which includes customized development standards that differ from the City’s base zoning regulations. The table below summarizes key differences between current City Code requirements and the standards established in the approved PDD:

Standard	City Code Requirement	PDD #6 Requirement
Tree Preservation	Subject to current Tree Preservation Ordinance	Vested to prior ordinance; new tree standards do not apply
Lighting	Must comply with current Lighting Ordinance	Must comply with current Lighting Ordinance
Building Height	Max 2.5 stories or 40 feet	Max 4 stories or 55 feet
Building Size	Max 50,000 sq. ft.	Max 100,000 sq. ft.; buildings over 50,000 sq. ft. require Alternative Exterior Design approval

## Previous Actions

At their meeting on April 22, the Planning & Zoning Commission voted to postpone the request to the May 27 meeting. The Commission directed the applicant to provide additional information related to tree preservation, building design, screening, and vehicular access.

At their meeting on May 27, 2025, the Planning & Zoning Commission voted 3-2 to recommend approval of the request, with Commissioners Bourguignon and Foster voting in opposition.

## Summary and Recommendation

### Staff recommends approval of the variance request with the following conditions:

1. The applicant must provide 8-foot masonry screening in the form of stone or brick, as best determined by the Development Review Committee (DRC), along the eastern and northern property boundaries consistent with Section 5.10.1 of the Zoning Ordinance.
2. The applicant shall submit an Alternative Exterior Design application for review and approval prior to submitting a site development application.

## Required Vote Threshold

The concurring vote of at least 75% of the full Board of Adjustment (4 of 5) is required to approve a variance request. This supermajority requirement applies to any decision under the Board's review authority.

## Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Variance request.

## Meetings Schedule

April 22, 2025 Planning & Zoning Commission

May 27, 2025 Planning & Zoning Commission Reconsideration

June 3, 2025 Board of Adjustments

## Attachments

Attachment 1 – Variance Application

Attachment 2 – Application Materials

Attachment 3 – Public Comment

Recommended Action	Recommend approval with the condition referenced above.
Alternatives/Options	Recommend denial of the variance or approval with alternate conditions.
Budget/Financial impact	N/A
Public comments	Staff has received numerous letters and support and opposition of the request which are included in the packet.
Enforcement Issues	N/A
Comprehensive Plan Element	N/A





# DRIPPING SPRINGS SPORTS CLUB

## Gross Size Variance

### Support

The Dripping Springs Sports Club has been meticulously designed to embrace and enhance the Hill Country aesthetic while providing exceptional community value. Our architectural approach not only satisfies but exceeds many of the city's design standards, creating a facility that will complement Dripping Springs' character despite its larger footprint. While we request a variance for gross floor area, we have invested significantly in superior design elements that mitigate visual impact and create an architecturally distinguished facility. The following aspects of our project demonstrate our commitment to the Hill Country Style and the city's design requirements:

1. **Headwaters PDD #6- Code Modification Chart #8-** Regarding Gross Floor Area of Commercial Services Building states that Code should "Allow for flexibility in development of hotel or other major commercial user".
  - a. DSSC is a major commercial user, estimating a yearly revenue of over \$8,000,000 by operating year 3. DSSC will employ 30 Full Time employees, and 60-90 Part Time employees.
2. **Metal Screening Features** - The architectural metal screening provides dual benefits as it shields facility users from direct sunlight while enhancing the building's aesthetic appeal by breaking up long, straight wall sections with varied textures and visual interest. This feature demonstrates our commitment to designing a structure that is both functional for users and visually harmonious with the Hill Country landscape.
3. **Equipment Shielding**- All roof top equipment will be positioned on the roof to be hidden from view from the street and adjacent common lot line.
4. **Sloped Roof**- The structure currently has 15% sloped roofs,
5. **Set Back**- Headwaters PDD #6- 2.4.3 Setbacks
  - a.

Current Code	Current Code	Current Design
2.4.3. Setbacks, (a), Perimeter of the Property	25' feet from property line	324' from property line
2.4.3. Setbacks, (b), Canyonwood Drive single-family	50' feet from property line	151' from property line



# DRIPPING SPRINGS SPORTS CLUB

6. **Turf**- DSSC is leveraging turf and reducing water requirements for several outdoor amenities and programming
7. **Articulation** - Each side of the structure incorporates multiple levels of articulation, achieved both through the building's varied shape and through design elements that will be incorporated into the final structure.
8. **Parking Lot Islands**- The Dripping Springs Sports Club parking design incorporates enhanced parking lot islands that exceed code requirements in both quantity and quality. These strategic landscaped islands break up large expanses of parking with native tree specimens and drought-resistant plantings, creating visual relief and reducing heat island effect. Each island is designed to be larger than minimum standards, allowing for proper tree development and providing meaningful shade coverage.
9. **Colors** - Our palette will feature neutral hues and subdued tones drawn from the natural Hill Country landscape, ensuring both exterior and interior color selections reflect the region's earthy, organic character while maintaining visual harmony with the surrounding environment. The majority of our palette will be neutral, and we would explore some color and/or visual movement in the shade screens to accentuate that this is a building full of activity.



## CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com)

### ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

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

#### CONTACT INFORMATION

PROPERTY OWNER NAME Oryx Land Holdings, LLC

STREET ADDRESS 3404 Kerbey Lane

CITY Austin STATE Texas ZIP CODE 78703

PHONE 512-294-4017 EMAIL Blake@Rueinvestments.com

APPLICANT NAME Drew Rose

COMPANY DSSC Equity, LLC

STREET ADDRESS 1117 Gato Del Sol Ave

CITY Dripping Springs STATE TX ZIP CODE 78737

PHONE 512-202-9099 EMAIL drew@drippingsportsclub.com

#### APPLICATION TYPE

☐ ALTERNATIVE STANDARD

☒ VARIANCE

☐ SPECIAL EXCEPTION

☐ WAIVER

PROPERTY INFORMATION	
PROJECT NAME	Dripping Springs Sports Club
PROPERTY ADDRESS	Hwy 290 and Canyonwood - Headwaters Commercial East
CURRENT LEGAL DESCRIPTION	10 Acres out of the Headwaters Commercial Tract
TAX ID#	R151974
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION <input type="checkbox"/> HISTORIC DISTRICT OVERLAY

- o Description of request & reference to section of the Code of Ordinances applicable to request:

DSSC Equity, LLC is requesting a variance of maximum Gross Floor Area According to Planned Development District No. 6: Headwaters Commercial Tract, approved November 8, 2017, 2.4.6 (a) stipulates that Commercial Buildings may not exceed 100,000 square feet.

- o Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:

DSSC requires a variance to increase the maximum allowable gross area from 100,000 to 160,000 square feet while maintaining a building footprint of no more than 65,000 square feet. This 60% variance is necessary due to the multi-purpose nature of our facility, which includes large open spaces (45,000 sq ft indoor court and turf space, 18,000 sq ft elevated track) distributed across two floors and a mezzanine. To fulfill our mission as a comprehensive community hub for Dripping Springs families, we need adequate space for youth sports, fitness facilities, family entertainment, and dining.

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

The Dripping Springs Sports Club project significantly exceeds code requirements in multiple areas to offset the proposed building size variance. As detailed in Attachment A, we're providing setbacks that far exceed minimums (324' perimeter setback vs. 25' required; 151' from Canyonwood Drive Homes vs. 50' required), enhanced architectural articulation through metal screening features and varied facade treatments, complete rooftop equipment screening, water conservation measures, and additional landscaped parking islands. These elements collectively reduce the visual impact of the building while creating a development that better integrates with the Hill Country environment. Attachment B shows the in progress site plan, structural design and interior layout.

**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Vol. , Pg.  + Doc. No. 16040810

Blake Rue, Oryx Land Holdings, LLC  
Name

President  
Title

STATE OF TEXAS           §  
   §  
COUNTY OF HAYS       §



This instrument was acknowledged before me on the 14<sup>TH</sup> day of MARCH,

2025 by BRANDI DAUGHERTY.

Brandi Daugherty  
Notary Public, State of Texas

My Commission Expires: 8/29/2028

BLAKE RUE  
Name of Applicant

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

Applicant Signature

Date

### CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input type="checkbox"/>	PDF/Digital Copies of all submitted documents
<input type="checkbox"/>	<input type="checkbox"/>	<b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input type="checkbox"/>	Photographs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Map/Site Plan/Plat
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Architectural Elevations (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Description and reason for request ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign - \$25
<input type="checkbox"/>	<input type="checkbox"/>	Proof of Property Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)

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

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

Date, initials



### BILLING CONTACT FORM

Project Name: Dripping Springs Sports Club

Project Address: 10 acres out of Headwaters Commercial Tract

Project Applicant Name: Drew Rose

#### Billing Contact Information

Name: Drew Rose

Mailing Address: 1117 Gato Del Sol Ave

Dripping Springs, TX 78737

Email: drew@drippingsportsclub.com Phone Number: 512-202-9099

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

- |   |  |
|---|--|
| <input type="checkbox"/> Alternative Standard           | <input type="checkbox"/> Special Exception     |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input type="checkbox"/> Conditional Use Permit         | <input type="checkbox"/> Subdivision           |
| <input type="checkbox"/> Development Agreement          | <input type="checkbox"/> Waiver                |
| <input type="checkbox"/> Exterior Design                | <input type="checkbox"/> Wastewater Service    |
| <input type="checkbox"/> Landscape Plan                 | <input checked="" type="checkbox"/> Variance   |
| <input type="checkbox"/> Lighting Plan                  | <input type="checkbox"/> Zoning                |
| <input type="checkbox"/> Site Development Permit        | <input type="checkbox"/> Other _____           |

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

  
 Signature of Applicant

3-14-2025  
 Date

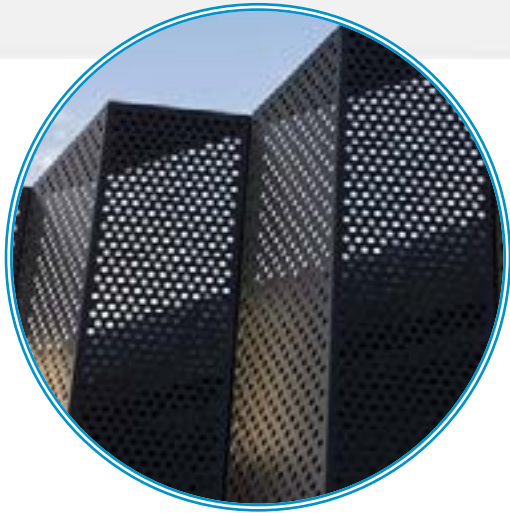


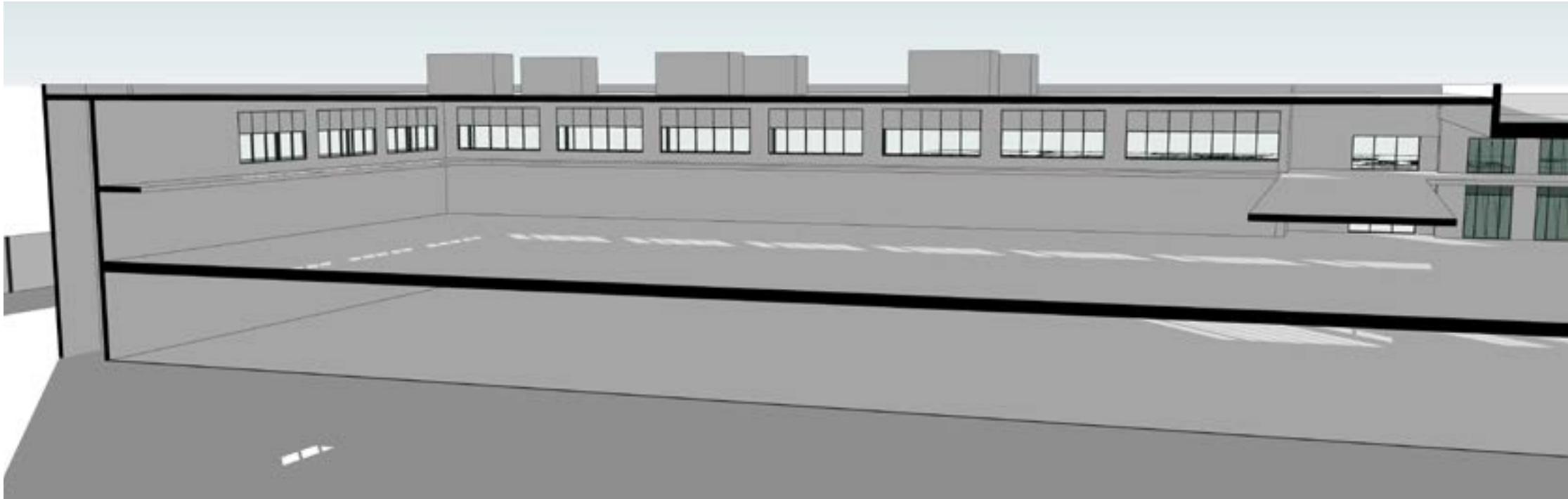
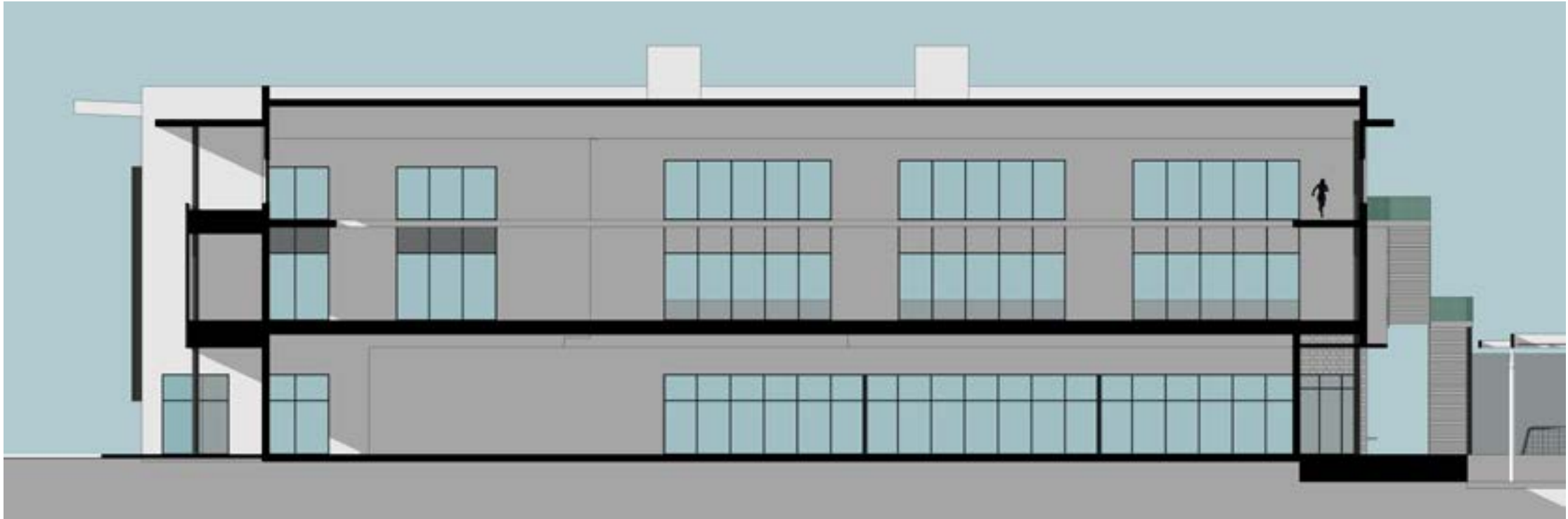




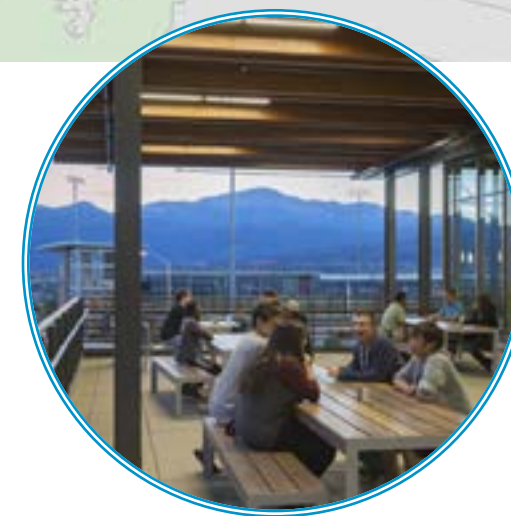








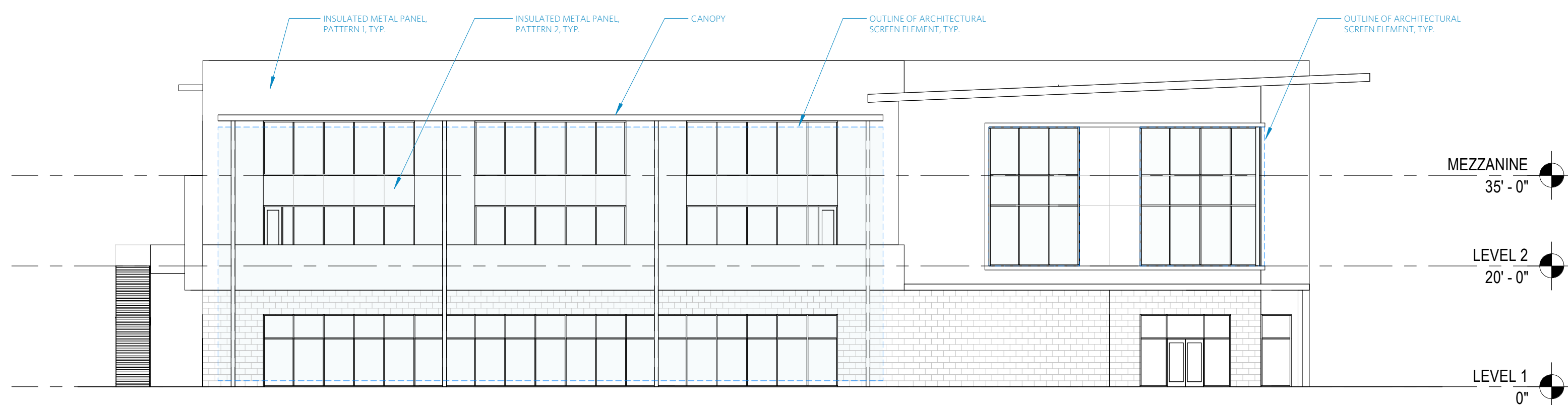




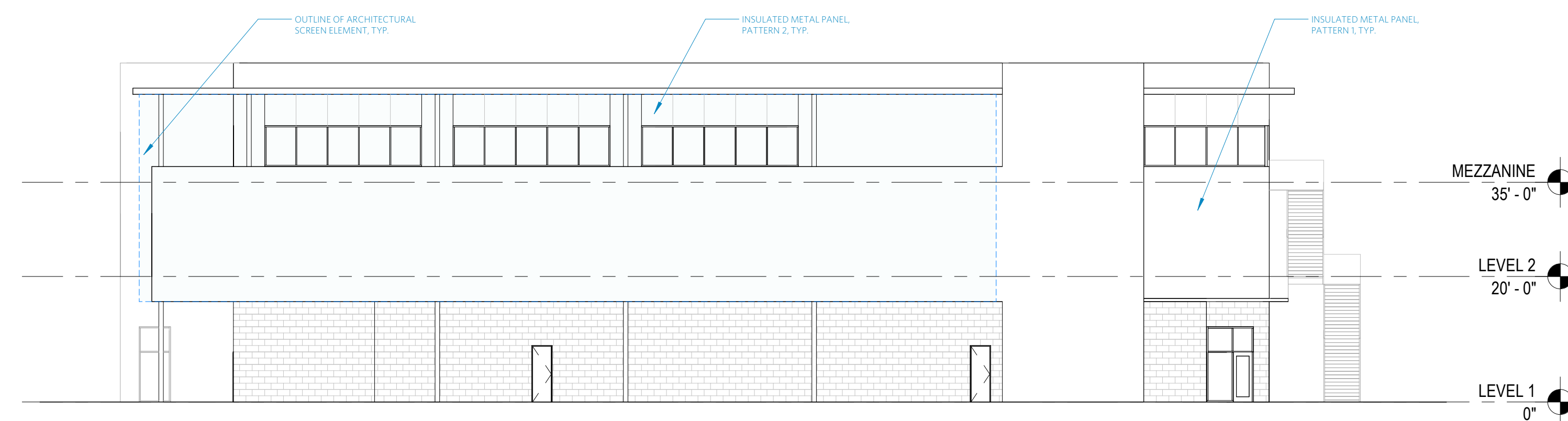




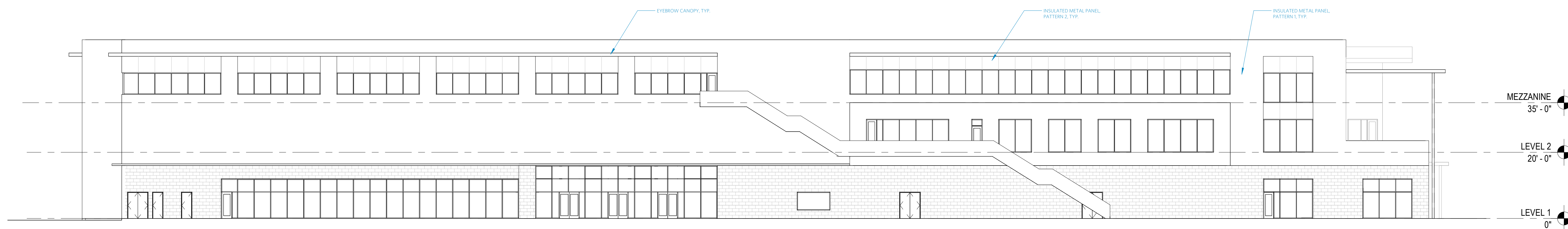




**WEST ELEVATION 4**  
1/16" = 1'-0"



**EAST ELEVATION 3**  
1/16" = 1'-0"

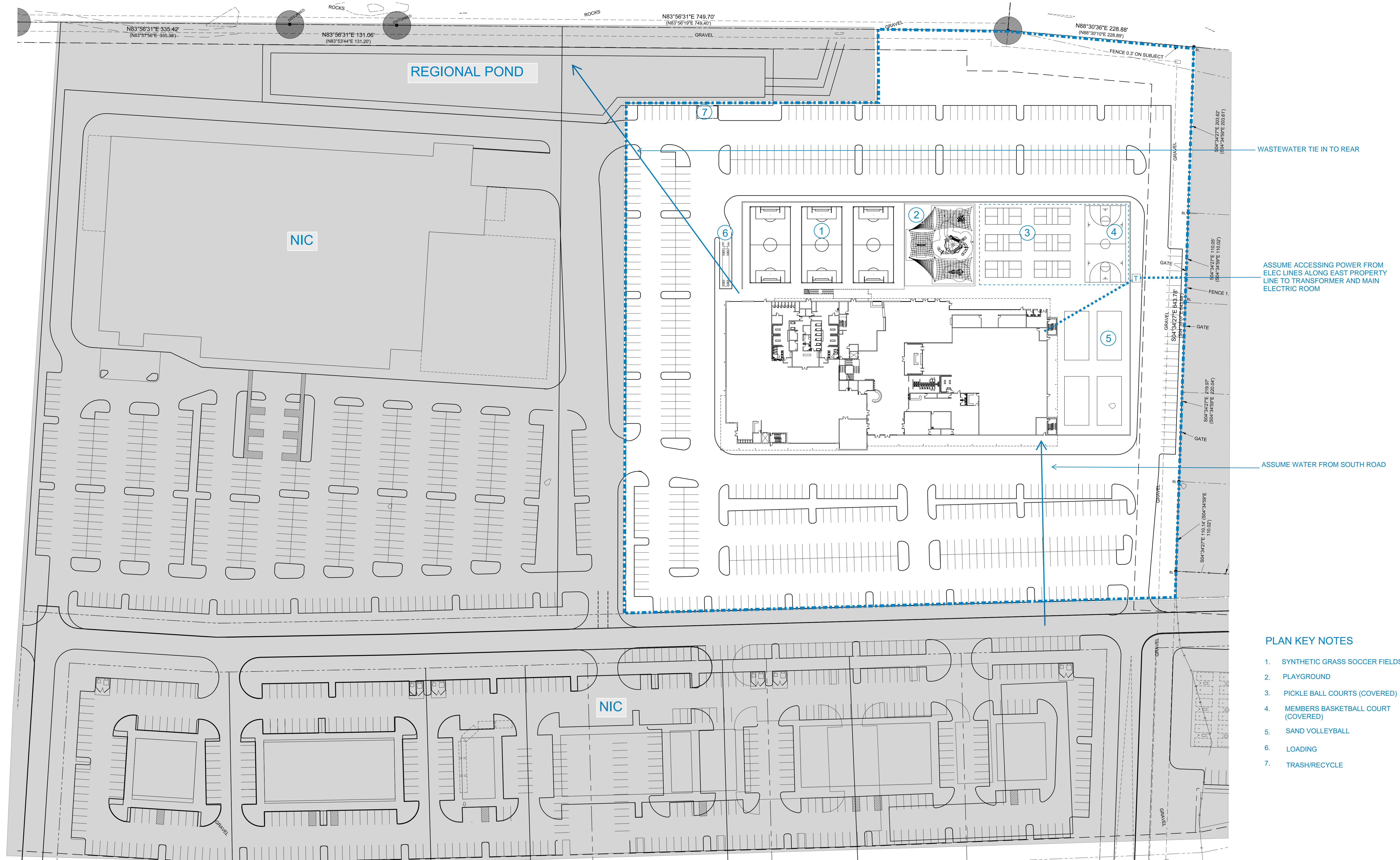


**NORTH ELEVATION 2**  
1/16" = 1'-0"



**SOUTH ELEVATION 1**  
1/16" = 1'-0"













# DRIPPING SPRINGS SPORTS CLUB

---

DRIPPING SPRINGS PLANNING AND  
ZONING - VARIANCE REQUEST

# INTRODUCING DRIPPING SPRINGS SPORTS CLUB



Item # 1.

## A first-of-its-kind fitness, wellness, and sports hub



**Premier Facility:** 160,000sq. ft. of cutting-edge space designed for families, fitness, and athletics.



**Full-Service Experience:** Adult fitness, youth training, childcare, wellness, and social spaces.



**Strategic Location:** Positioned along Highway 290, centrally between Belterra and Route 12.



Allow DSSC to construct a facility 60,000 SF larger than what is currently allowed under Planned Development District No. 6: Headwaters Commercial Tract  
Approved November 8, 2016



Fitness & Wellness  
63,506 sqft



Adventure Park & Childcare  
19,252 sqft



Indoor Courts  
40,000 sqft



Cafe & Seating  
10,353 sqft

“  
Current 100,000 sqft limitation prevents essential combination of courts, fitness, and family spaces needed to create the synergistic community hub that defines DSSC's mission.  
”

## Site Infrastructure Status



Waste Water  
Headwaters MUD



Water  
Headwaters MUD



Parking Allocation  
City Validated



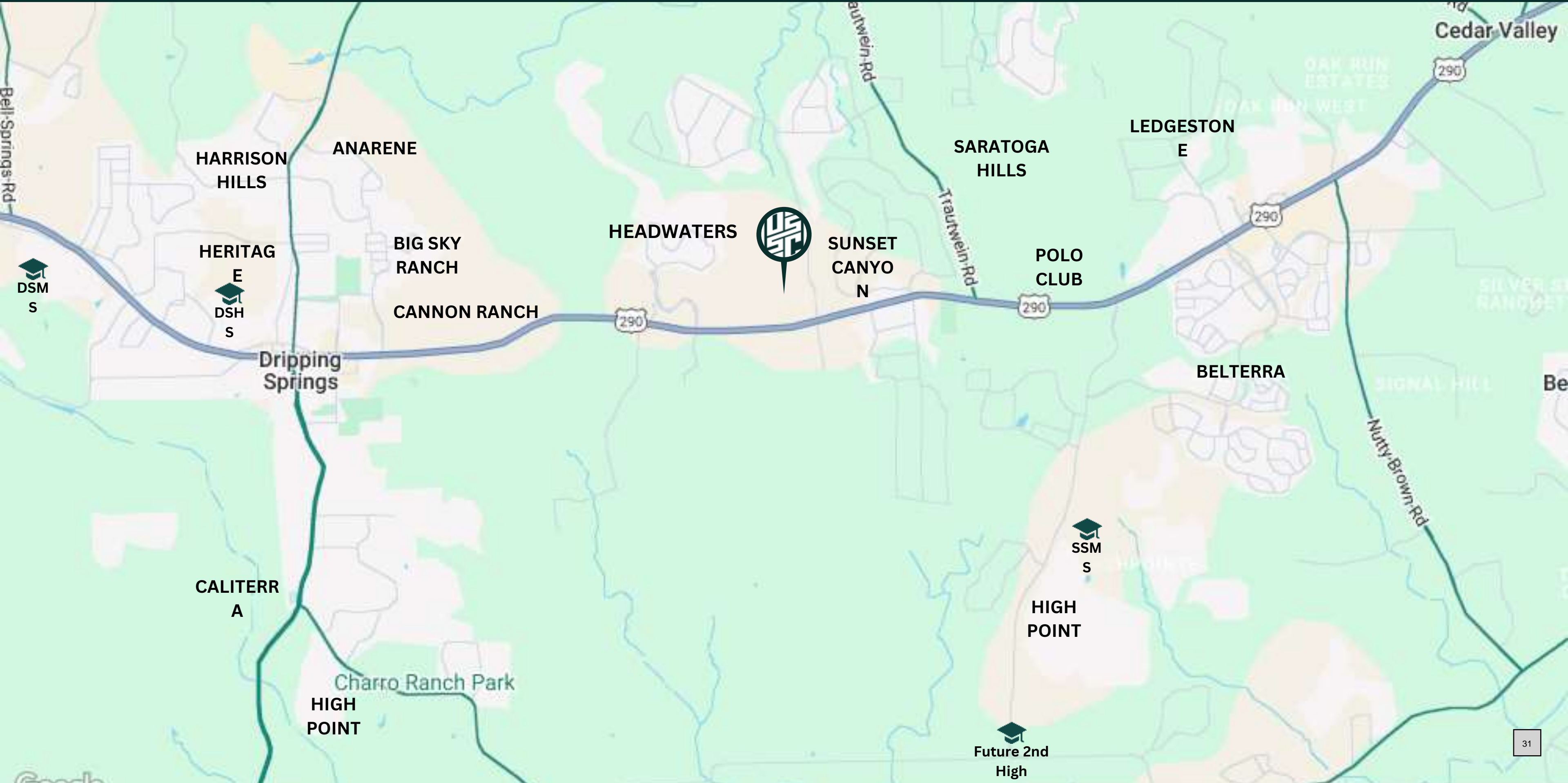
Traffic Impact Analysis  
In Progress



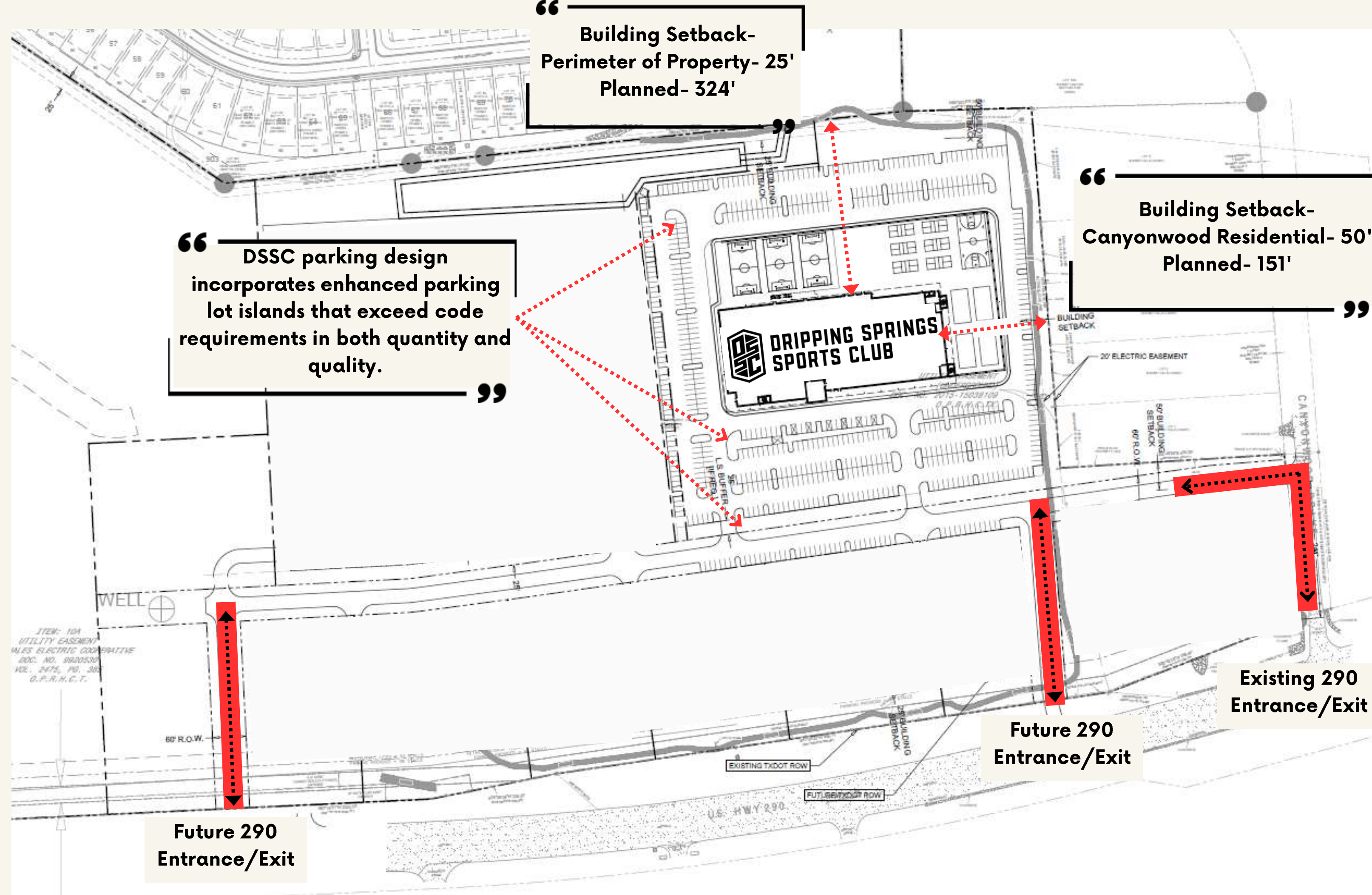
Stormwater Management  
In Progress



# LOCATION & ACCESS











“ 15% Sloped Roofs ”



“ Palette will feature neutral and subdued tones drawn from Hill Country Landscape ” Item # 1.

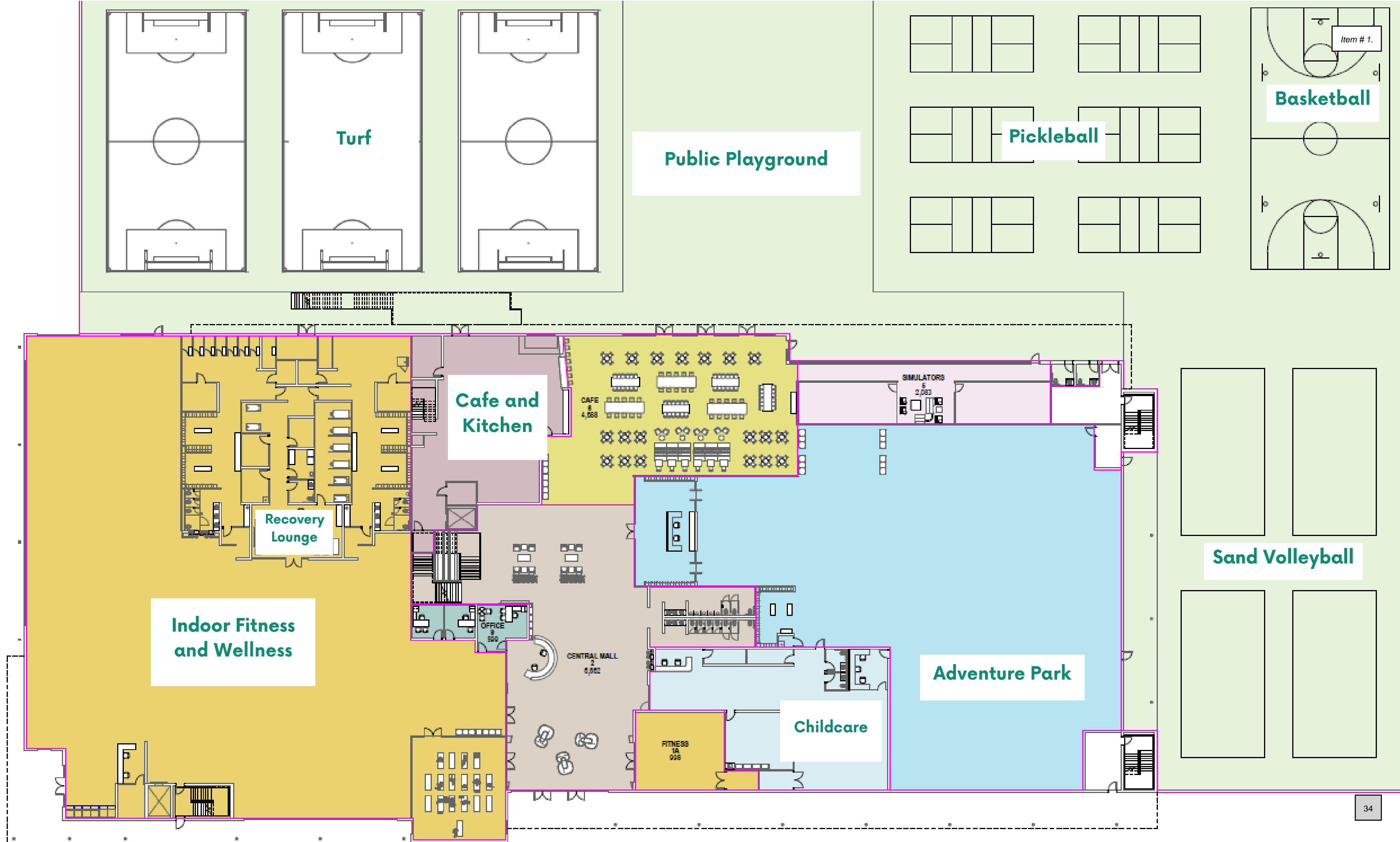
“ Each side of the structure incorporates multiple levels of articulation ”



“ DSSC is leveraging turf and reducing water requirements for several outdoor amenities and programming ”





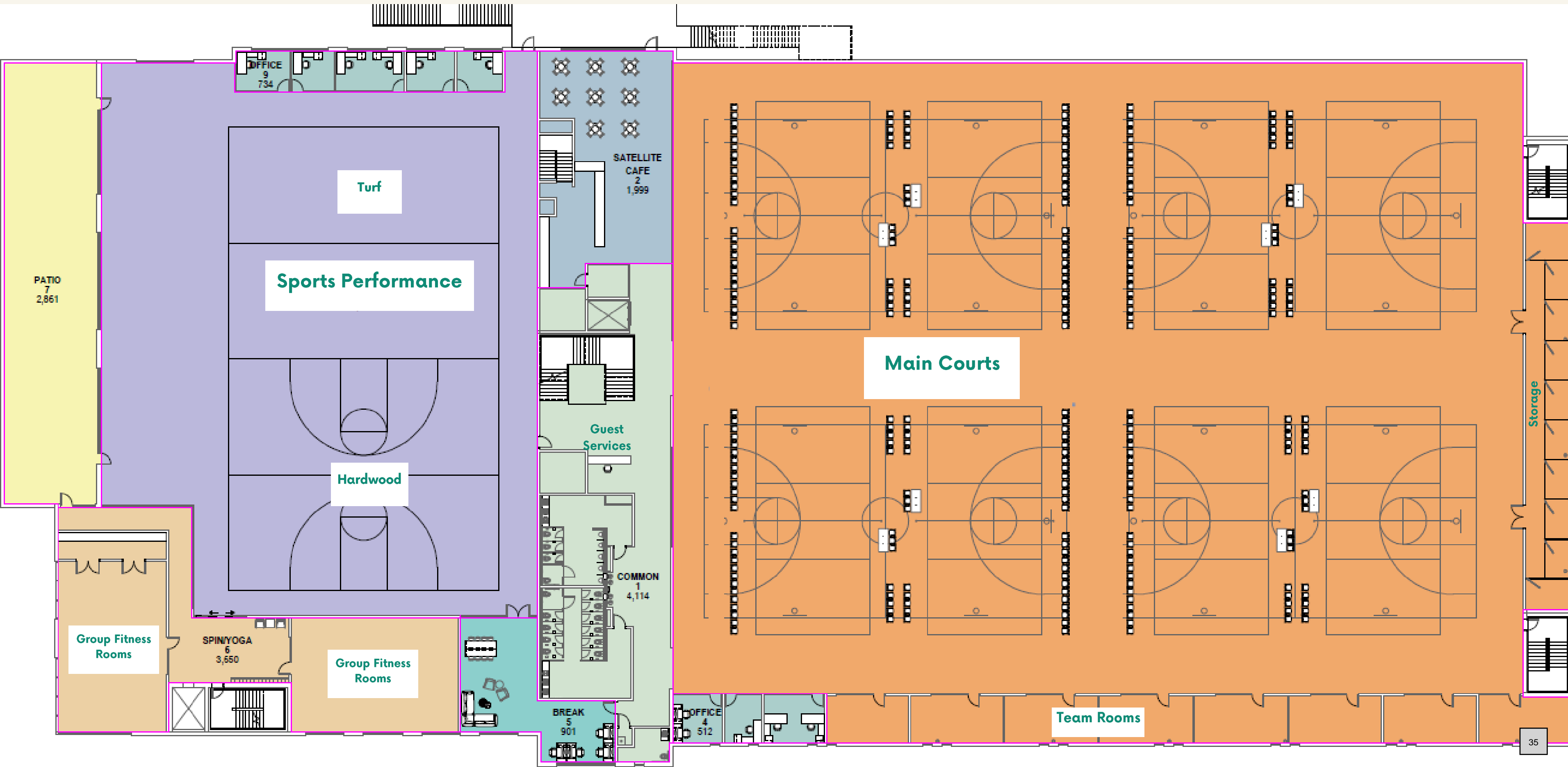




# FACILITY PROGRAM - 2ND FLOOR



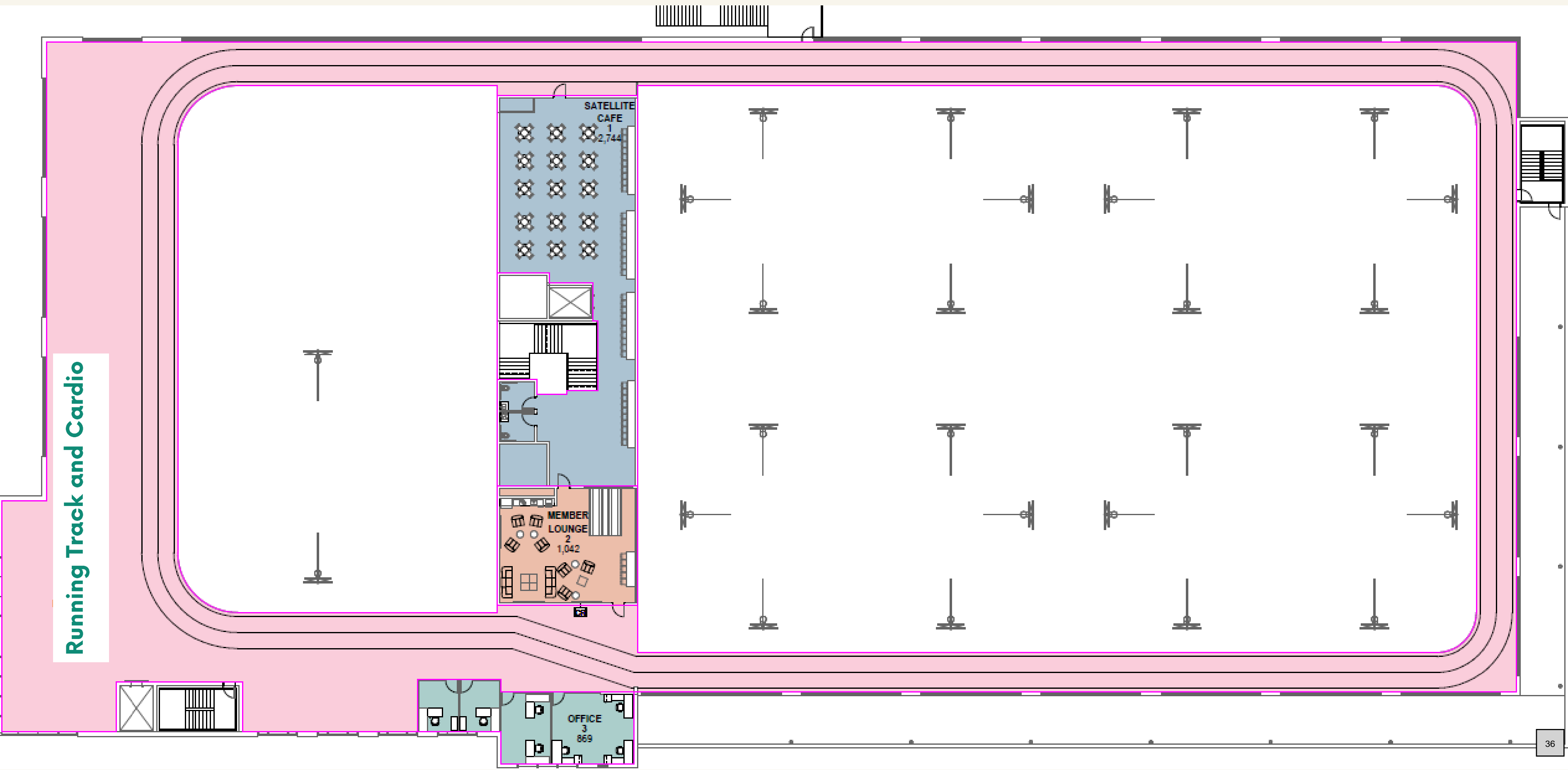
Item # 1.



# FACILITY PROGRAM - MEZZANINE



Item # 1.





# DRIPPING SPRINGS SPORTS CLUB

---

DRIPPING SPRINGS PLANNING AND  
ZONING - VARIANCE UPDATES

## Requested updates from Planning and Zoning Meeting 4/22

- 1 Screening Options- North and Eastern Boundaries to DSSC**
- 2 Tree mitigation and landscaping plans**
- 3 Exterior Design**
- 4 Line of site views**
- 5 Traffic Analysis Update- Car count complete, analysis underway**

## Why do we need screening between DSSC and its Residential neighbors?



**Light Mitigation from parking lot traffic**



**Sound Pollution reduction**



**Visual Privacy**



**Maintain an aesthetic compatibility with Hill Country Design**

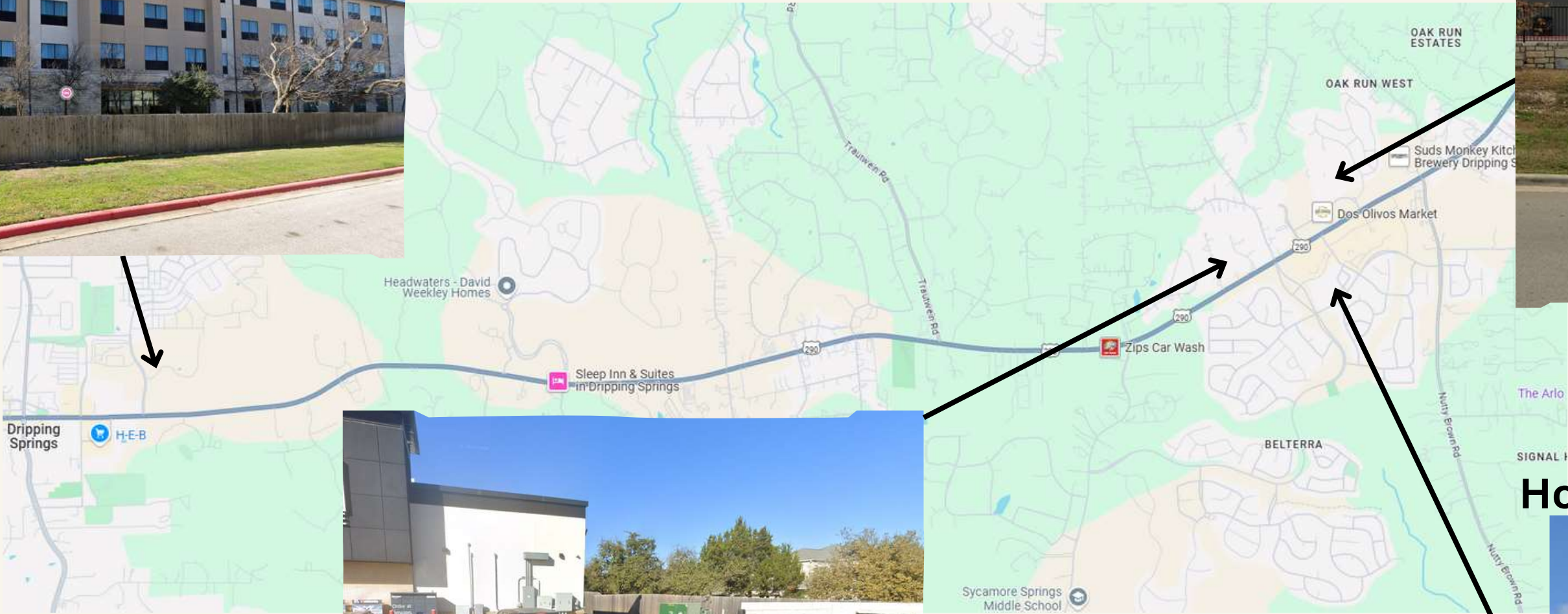


# CURRENT COMMERCIAL/RESIDENTIAL SCREENING

**Holiday Inn Express  
Vertical Wooden Slat Fence**

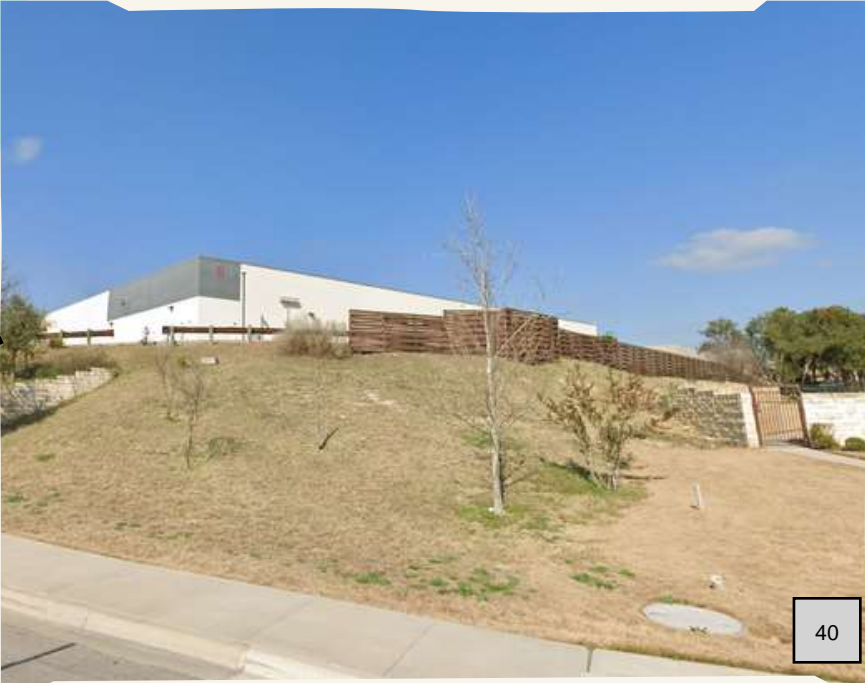


**Ledgestone  
Metal Fence**



**Z Square Gas Station  
Vertical Wooden Slat Fence**

**Belterra  
Horizontal Wooden Slat Fence**





# SCREENING OPTIONS

## Option 1 Vertical Wood Fence



### Not Recommended

- Basic pressure-treated lumber construction
- 5-7 year lifespan
- Minimal sound dampening properties
- Traditional residential appearance

## Option 2 Premium Horizontal Wood Screen



### Recommended

- Commercial-grade cedar construction
- Enhanced durability (25-30+ year lifespan)
- Modern horizontal slat design
- Proven success in Belterra
- Superior sound and light mitigation
- Architectural consistency with Hill Country aesthetic

## Option 3 Precast concrete fencing



### Not Recommended

- Commercial-grade concrete construction
- Excessive durability for application
- No meaningful performance advantage over Option B
- Cost prohibitive without additional benefits



## Premium Horizontal Wood Screen

### Durability

Cedar Wood is naturally resistant to:

- Insect damage
- Rot and decay
- Moisture damage
- Weather Conditions

The horizontal slat design provides additional structure advantages over vertical designs by distributing weight more evenly across support posts, reducing sagging over time

### Longevity

Expected Lifespan- Properly treated and maintained cedar fence: 25-30+ years

Factors affecting longevity:

- Quality of cedar used
- Proper installation (adequate post depth and spacing)
- Maintenance regimen (regular cleaning and sealing)

### DSSC Maintenance Schedule

Recommended Maintenance Schedule:

- Inspection: Annually
- Cleaning: Every 1-2 Years
- Sealing/Staining- Every 2-3 Years



*BELTERRA SCREENING  
BETWEEN COMMERCIAL AND  
RESIDENTIAL AREAS*








# TREE PRESERVATION



Item # 1.

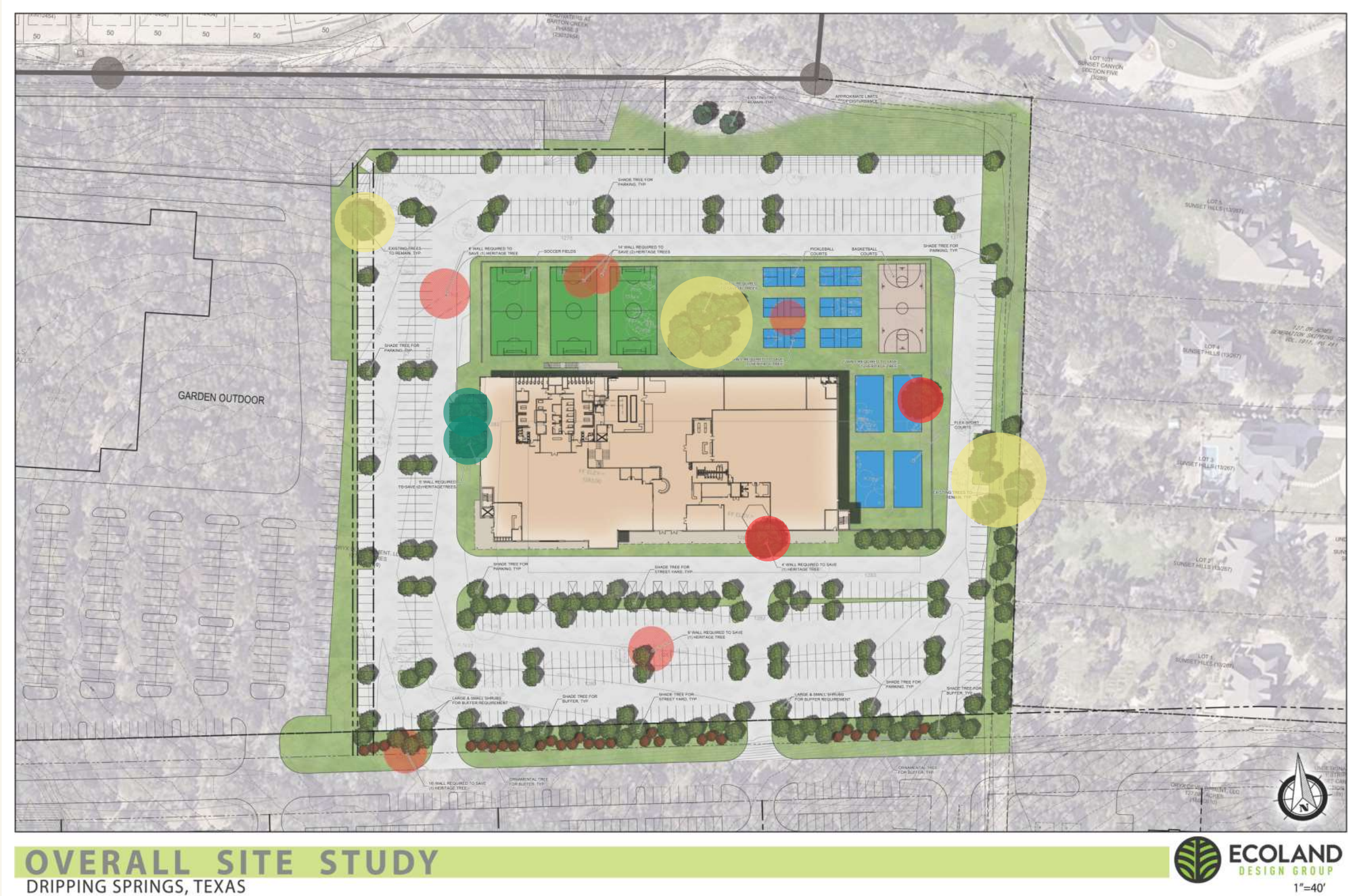
-  Retain 2 Heritage Trees
-  Retain Regular Trees
-  Removal of Heritage Trees





LANDSCAPE CALCULATIONS

Street	Require	Provide
Trees	d	d
1 Tree per 25 LF of Street frontage	28	28
	Trees	Trees
Parking Lot		
Landscape	4,268 SF	20,403 SF
1 Tree per 6 spaces	95	95
	Trees	Trees
Landscape Buffer		
Public Drive		
442' of Frontage		
1 Shade Tree per 50'	14	14
1 Orn Tree per 25'	28	28
1 Large Shrub per 6'	11	11
1 Small Shrub per 3'	262	832





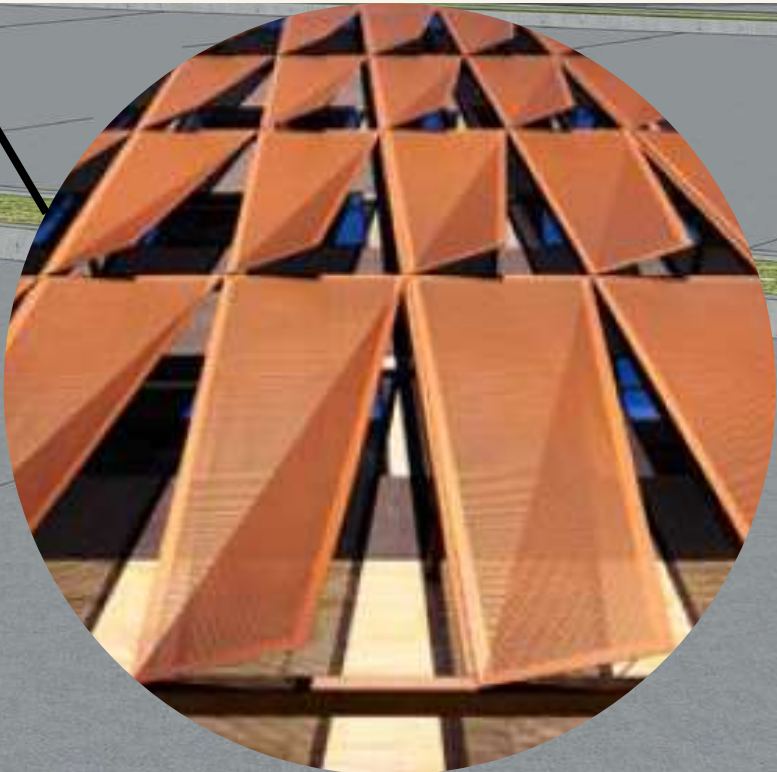
# EXTERIOR DESIGN







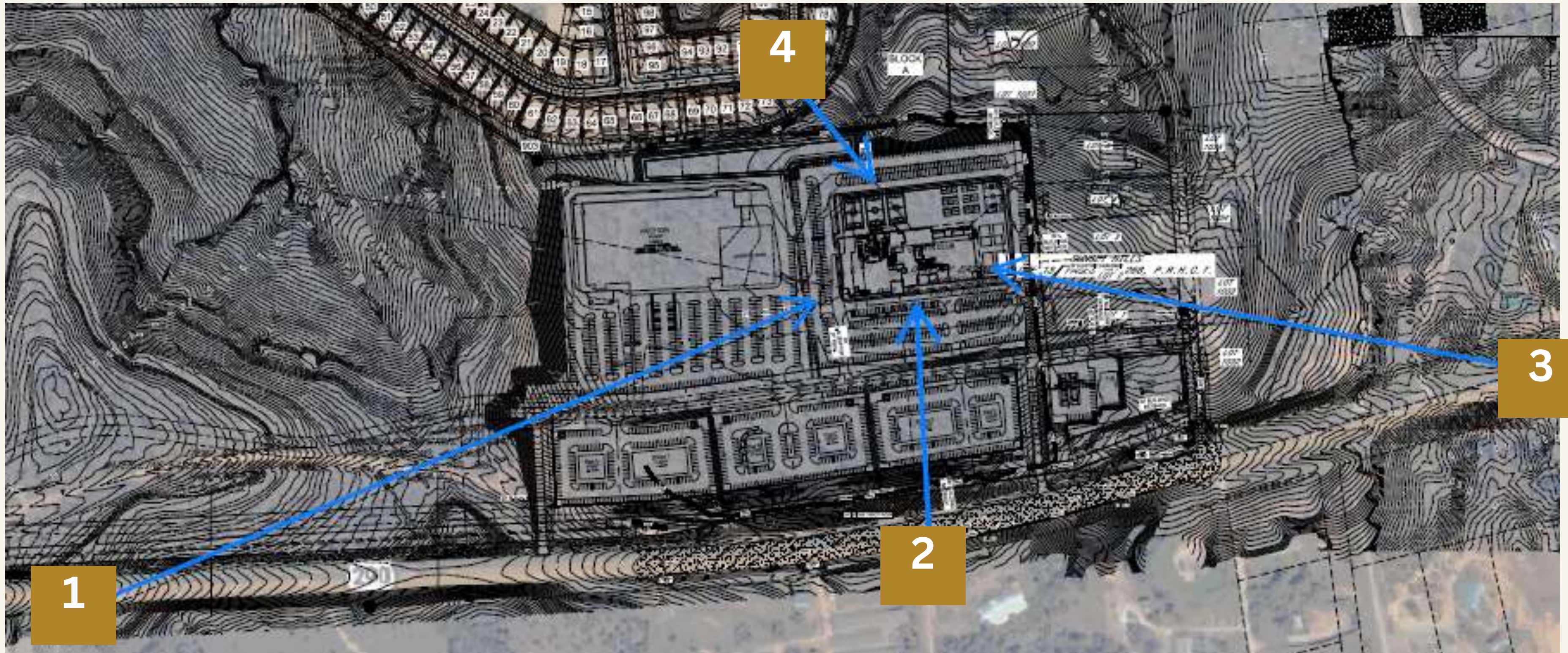
Metal perforated screening





# LINE OF SITE VIEWS

Pictures from these four locations of DSSC on the following slides





1



**Driving from Dripping Springs towards Austin on Highway 290**



2



**(Not Visible) From directly in front of the Facility on 290**



3



**(Not Visible) Driving from Austin to Dripping Springs on Highway 290**



4



**From Phase III of Headwaters Neighborhood**



# DRIPPING SPRINGS SPORTS CLUB

THANK YOU!

**PLANNED DEVELOPMENT DISTRICT No. 6:  
Headwaters Commercial Tract**

Planned Development District Ordinance  
Approved by the Planning & Zoning Commission on:  
October 25, 2016.  
Approved by the City Council on:  
November 8, 2016



**THIS PLANNED DEVELOPMENT DISTRICT ORDINANCE** (“Ordinance”) is enacted pursuant to City of Dripping Springs Code of Ordinances, Article 30.3.

**WHEREAS,** the Owner is the owner of certain real property consisting of approximately 166.801 acres located within the City Limits of the City of Dripping Springs (“City”), in Hays County, Texas, commonly known as “Headwaters Commercial Tract” and as more particularly identified and described in *Exhibit A* (the “Property”) to *Attachment “A”*; and

**WHEREAS,** the Property will be subdivided and developed by Owner, its affiliates or their successors and assigns, for construction and use in general accordance with the PD Master Plan shown as *Exhibit B* to *Attachment “A”*; and

**WHEREAS,** the Owner has submitted an application to the City to rezone the Property to Planned Development District (“PDD”), designating it “PDD-6”; and

**WHEREAS,** after public notice, the Planning and Zoning Commission conducted a public hearing and recommended approval on October 25, 2016; and

**WHEREAS,** pursuant to the City’s Planned Development Districts Ordinance, Article 30.03 of the City’s Code of Ordinances (the “PD Ordinance”), the Owner has submitted a PD Master Plan that conceptually describes the Project, which is attached to this Ordinance as *Exhibit “B”* to *Attachment “A”*; and

**WHEREAS,** this Ordinance, PD Master Plan, and the Code of Ordinances shall be read in harmony, will be applicable to the Property, and will guide development of the Property; and

**WHEREAS,** the City Council has reviewed this proposed Ordinance and the PD Master Plan, and has determined that it promotes the health, safety, and general welfare of the citizens of Dripping Springs; complies with the intent of the City of Dripping Springs Comprehensive Plan; and is necessary in light of changes in the neighborhood; and

**WHEREAS,** the City Council finds that this proposed Ordinance ensures the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes under Code §30.03.004: provides for a superior design of lots or buildings; provides for increased recreation and/or open space opportunities for public use; provides amenities or features that would be of special benefit to the property users or community; protects or preserves natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, viewscapes, and wildlife habitats; protects or preserves existing historical buildings, structures, features or places; provides an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and meets or exceeds the present standards of this article; and

**WHEREAS,** the City Council is authorized to adopt this Ordinance in accordance with Texas Local Government Code Chapters 51 and 211.

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

## **1. FINDINGS OF FACT**

The City Council finds that the facts and matters in the foregoing recitals are true and correct; and, are hereby incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

## **2. ENACTMENT**

- A. Zoning District Created.** PDD- 6 is hereby established consistent with *Attachment "A,"* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Code of Ordinances Chapter 30, Exhibit A [Zoning Ordinance], § 3.1 [Zoning Districts] is hereby amended to add the zoning district identified as PDD- 6 .
- B. Zoning Map Amended.** The official zoning map of the City is hereby amended to demarcate the boundaries of PDD- 6 consistently with the boundaries of the Property delineated in the PD Master Plan, *Exhibit "B"* to *Attachment "A"*.
- C. PD Master Plan Approved.** The PD Master Plan attached as *Exhibit "B"* to *Attachment "A"* is hereby approved. The PD Master Plan, together with *Attachment "A"*, constitutes the development plan for the Project. All construction, land use and development of the Property must substantially conform to the terms and conditions set forth in the PD Master Plan, this Ordinance, *Attachment "A"* and the exhibits. The PD Master Plan is intended to serve as a guide to illustrate the general vision and design concepts. The PD Master Plan is to serve as the conceptual basis for the site plan(s) subsequently submitted to the City seeking site development permit approval.
- D. Administrative Approval of Minor Modifications.** In order to provide flexibility with respect to certain details of the development of the Project, the City Administrator is authorized to approve minor modifications. Minor modifications do not require consent or action of the Planning & Zoning Commission or City Council. Examples of minor modifications include the location of use classifications; slight adjustments to the internal street and drive alignments; building envelopes; number of buildings; orientation of buildings; and adjustments that do not result in overall increases to traffic, density, or impervious cover. The City Administrator may approve minor modifications in writing following consultation with the City Engineer. Any appeal of the City Administrator's determination regarding whether or not a change is a minor modification may be appealed by any aggrieved party to the Board of Adjustment.
- E. Code of Ordinances.** The Code of Ordinances shall be applicable to the Project, except as specifically provided for by this Ordinance, *Attachment "A"*, or the PD Master Plan.
- F. Resolution of Conflicts.** The documents governing the PDD should be read in harmony to the extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.



**G. Attachments and Exhibits Listed.** The following attachment and exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

*Attachment "A" – Planned Development District No. 6 and Zoning Map*

Exhibit A	Property Legal Description
Exhibit B	PD Master Plan
Exhibit C	PD Phasing Plan
Exhibit D	PD Use Chart
Exhibit E	Designated Area for Multifamily
Exhibit F	Building Height Plan
Exhibit G	Commercial Front /SideYard Setback
Exhibit H	PD Code Modifications Chart

### **3. REPEALER**

All ordinances, development agreements 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. PENALTY**

Any person, firm, association or persons, company, corporations or their agents or employees violating or failing to comply with any of the provisions of this Ordinance may be subject to a fine pursuant to Section 54.001 of the Texas Local Government Code, upon conviction of not more than Two Thousand Dollars (\$2,000.00). The foregoing fine may be cumulative of other remedies provided by State law, and the power on injunction as provided by Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this Ordinance whether or not there has been a complaint filed.

### **6. CODIFICATION**

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

### **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 Chapters 52 and 211 of the Texas Local Government Code.

### 8. EFFECTIVE DATE

This Ordinance shall be effective immediately upon approval by the City Council and publication as required by law.

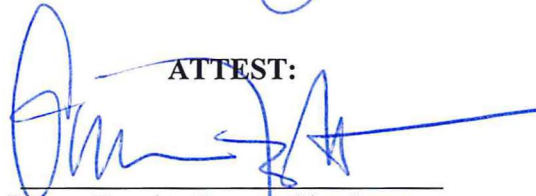
PASSED & APPROVED this, the 8<sup>th</sup> day of Nov., 2016 by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs.

CITY OF DRIPPING SPRINGS:

by: 

Todd Purcell, Mayor

ATTEST:



Ginger Faught, Deputy City Secretary

## *Attachment "A"*

# City of Dripping Springs

## CODE OF ORDINANCES

### ARTICLE 30.03: PLANNED DEVELOPMENT DISTRICTS

#### PLANNED DEVELOPMENT DISTRICT NO. 6:

##### ARTICLE I. GENERAL PROVISIONS

- 1.1. **Popular Name.** This Chapter shall be commonly cited as the "PDD- 6 Ordinance", also referred to as "this Ordinance" herein.
- 1.2. **Scope.** This Ordinance applies to the Property, as more particularly described in *Exhibit "A"* to *Attachment "A"*.
- 1.3. **PD Master Plan.** The PD Master Plan as shown in *Exhibit "B"* in has been approved by the City and shall serve as a guide to the development and use of the Property. The PD Master Plan is conceptual in nature and subject to reasonable modifications to meet market demands as the Project develops over time.

##### ARTICLE II. DEVELOPMENT STANDARDS

- 2.1. **General Regulations.** Except as otherwise provided in this Ordinance and the PD Master Plan, the Property shall be governed by the site regulations and development standards contained in the Headwaters at Barton Creek Development Agreement as amended and/or restated and the Code of Ordinances.
- 2.2. **Phasing.** The Property may be developed in phases. The Project is intended to be developed in phases as shown on *Exhibit "C"*. Owner may change the phasing of development from time to time in response to market conditions or other factors. Phases may be developed concurrently.
- 2.3. **Permitted Uses.**
  - 2.3.1. **Base Zoning:** The base zoning district for the Property shall be Commercial Services, which shall be the basis for all zoning specifications not addressed in this Ordinance or the PD Master Plan.

**2.3.2. Allowed Uses:** Certain uses set forth in the PD Use Chart as shown in *Exhibit D* are hereby permitted by right within the Project, and others are designated as requiring a Conditional Use Permit (CUP). Designated areas for multifamily uses are shown in *Exhibit "E"*. Any use permitted by right within this PDD on the Property that may require a Special Use Permit per the Headwaters at Barton Creek Development Agreement, such Special Use Permit is hereby granted through this PDD.

## **2.4. Design Specifications:**

**2.4.1 Impervious Cover.** The Property may be developed with an Impervious Cover Percentage that does not exceed cumulatively and in the aggregate fifty percent (50%) over the entire Property. There shall be no maximum Impervious Cover for a specific lot located on the Property.

**2.4.2 Building Height.** The following building heights are conditioned on approval of a separate alternative design plans by the City. Areas where buildings are anticipated to exceed two stories are shown in the Building Height Plan attached as *Exhibit "F"*.

(a) Multifamily and Office buildings:

- i. Four story areas identified in Exhibit F shall not exceed fifty five feet (55') or four stories in height, whichever is less, measured from average natural grade to maximum rooftop elevation.
- ii. Three story areas identified in Exhibit F shall not exceed forty five feet (45') or three stories in height, whichever is less, measured from average natural grade to maximum rooftop elevation.

(b) Commercial buildings:

- i. For hotel use only, four story areas identified in Exhibit F shall not exceed sixty five feet (65') or four stories in height, whichever is less, measured from average natural grade to maximum rooftop elevation.
- ii. For non hotel commercial buildings, four story areas identified in Exhibit F shall not exceed fifty five feet (55') or four stories in height, whichever is less, measured from average natural grade to maximum rooftop elevation.

**2.4.3 Setbacks.** Building setbacks shall be as follows:

- (a) **Perimeter of the Property:** Building setbacks shall be twenty five feet (25') from the perimeter property line of the Property.
- (b) **Canyonwood Drive Single Family:** Building setbacks shall be fifty feet (50') from the property line of single family residences located on Canyonwood



Drive.

- (c) **Hwy 290 Future Right-of-Way:** Building setbacks shall be twenty five feet (25') from future Hwy 290 Right-of-Way as identified in TxDot and Hays County transportation plans.
- (d) **Minimum Front Yard:** Building setbacks for commercial or office uses shall be five feet (5') for one story and ten feet (10') for two stories or greater from the property line or twelve feet (12') from an area of right of way where parking is allowed, whichever is greater as shown in *Exhibit "G"*.
- (e) **Minimum Side Yard Adjacent to Street:** Building setbacks for commercial or office uses shall be five feet (5') for one story and ten feet (10') for two stories or greater from the property line or twelve feet from an area of right of way where parking is allowed, whichever is greater as shown in *Exhibit "G"*.
- (f) **Minimum Side Yard:** Building setbacks for commercial or office uses shall be five feet (5')
- (g) **Minimum Rear Yard:** Building setbacks for commercial or office uses shall be twenty feet (20').

**2.4.4 Slopes.** There shall be no construction of buildings on slopes exceeding twenty five percent ( 25%).

**2.4.5 Building Length.** The building length of a multifamily building may exceed two hundred feet (200') conditioned on the approval of an alternative design plan by the City.

**2.4.6 Gross Floor Area.** The following gross floor areas are conditioned on the approval of an alternative design plan by the City.

- (a) **Commercial Building:** The gross floor area may exceed 50,000 square feet, and shall not exceed 100,000 square feet.
- (b) **Office Building:** The gross floor area may exceed 40,000 square feet, and shall not exceed 100,000 square feet.

**2.4.7 Parking.**

- (a) **Multifamily Uses:** A parking ratio of 1.25 spaces per unit shall apply to multifamily projects operated and marketed as 55 years and older senior living facilities.
- (b) **Commercial Uses:** 45 degree or 60 degree diagonal parking spaces located in right of way adjacent to a commercial use may be counted towards the offstreet parking requirements for such use as shown in *Exhibit "G"*. No 45 degree or 60

degree parking space located in the right of way may be counted twice when determining off street parking requirements for commercial uses.

- 2.5. **Parks, Trails and Open Space.** Parkland and open space requirements shall be governed by the Headwaters at Barton Creek Development Agreement as amended or restated.
- 2.6. **Roadway Alignments:** The roadway alignments shown on the PD Master Plan are approved by the City. All roadways and driveways not shown on the PD Master Plan shall be subject to the approval of the City Administrator, which approval shall not be unreasonably withheld.
- 2.7. **Utilities.** All proposed utilities within the Property will be located underground (other than above-ground appurtenances to such underground utilities) provided, however, to the extent any above-ground utilities exist as of the date hereof, they can remain above-ground.
- 2.8. Code Modification Chart is shown in *Exhibit "H"*.

EXHIBIT "A"  
Property Legal Description



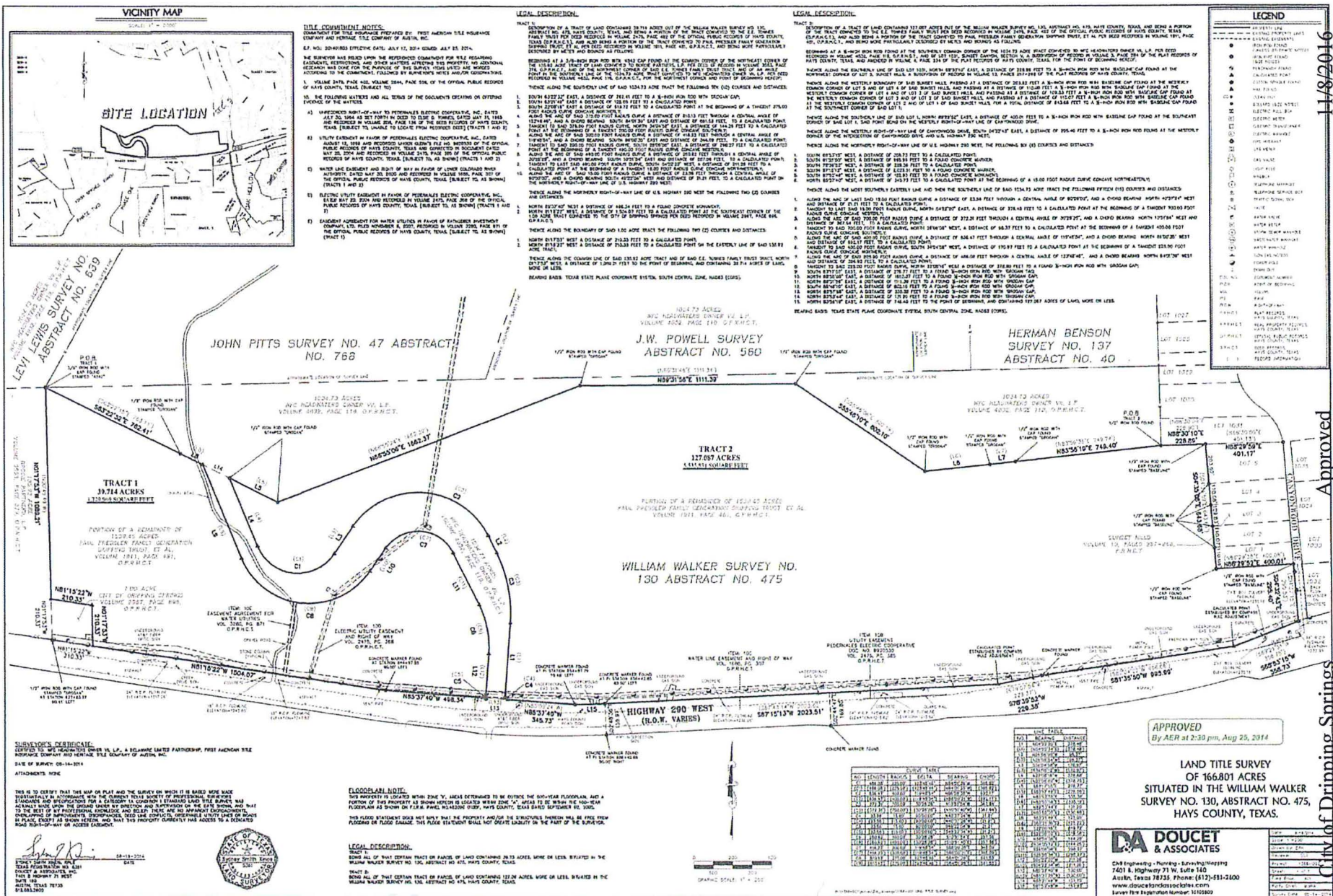




EXHIBIT "B"  
PD Master Plan







EXHIBIT "C"  
PD Phasing Plan







EXHIBIT "D"  
PD Use Chart



# HEADWATERS COMMERCIAL PDD 6 USE CHART

## Allowed Uses in the Headwaters Commercial PDD 6

All uses as allowed in the CS Zoning District Not Otherwise Restricted Herein	P or C
Multifamily up to 410 units	P
Multifamily in excess of 410 units	C
Townhome or Duplex	C
Distillery	C
Gift Shop	C
Brewery	C
Tasting Room	C
Bank	P

P Permitted Use

C Conditional Use Permit

## Prohibited Uses in the Headwaters Commercial PDD 6

Farm animals (exempt FFA, 4H)  
 Farm animals (non-exempt)  
 Check cashing service  
 All-terrain vehicle  
 Auto sales (new and used)  
 Auto supply store  
 Exterminator services  
 Gravestone/tombstone sales  
 Min-warehouse/self storage  
 Motorcycle Dealer  
 Recycling center  
 SOBs  
 Tool and machinery rental (indoor storage)  
 Tool and machinery rental (outdoor storage)  
 Auto body repair  
 Auto financing and leasing  
 Auto muffler shop  
 Auto paint shop  
 Auto upholstery shop  
 Auto washing facility, attended  
 Auto washing facility, unattended  
 Auto wrecker service



Automobile repair, major  
Automobile repair, minor  
Limousine/taxi service  
Oil change and inspection  
Psychic reading services  
Gaming Club (private)  
Rodeo grounds  
Pawnshop  
Taxidermist  
Veterinarian (outdoor kennels or pens)  
Warehouse/office  
Welding shop  
Contractor's office (with outside storage)  
Maintenance and repair services for buildings  
Open storage/outside storage  
Sand/gravel/stone sales or storage  
Sign manufacturing  
Stone/clay/glass manufacturing



EXHIBIT "E"  
Designated Areas for Multifamily



MASTER PLAN | MULTI FAMILY  
HEADWATERS | 2016.07.21

CCY ARCHITECTS | 05



EXHIBIT "F"  
Building Height Plan

1. VIEW FROM HIGHWAY 290 EAST



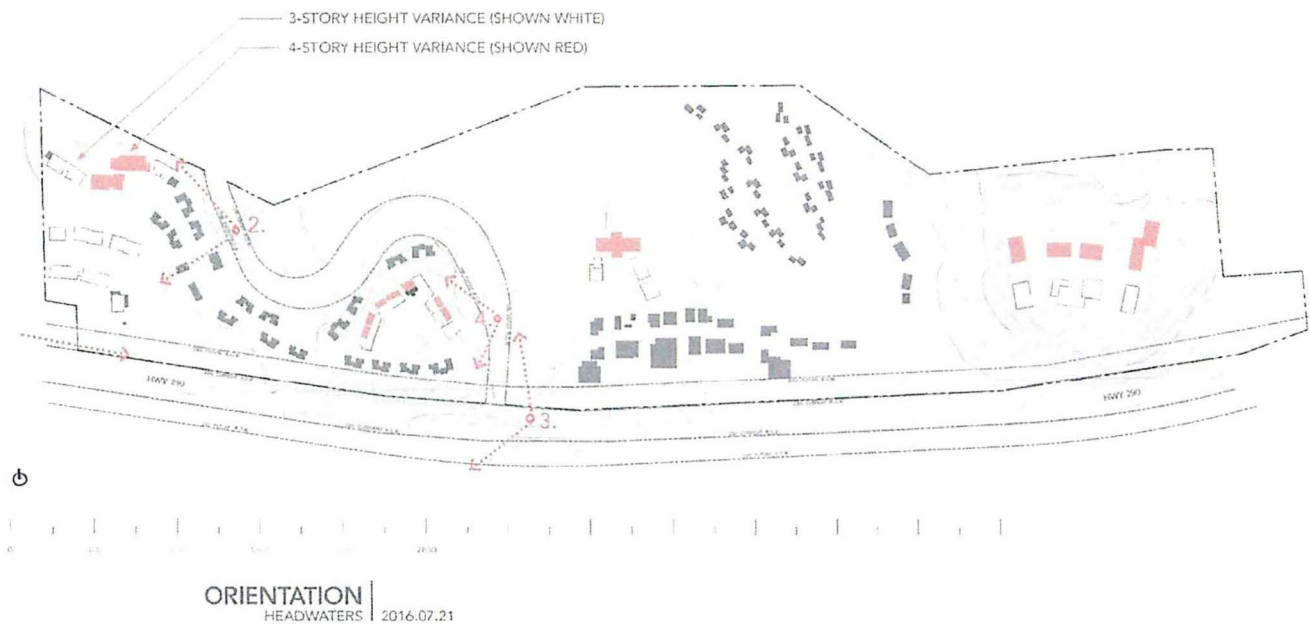
2. PUBLIC ROAD FROM HEADWATERS DRIVE



3. SKYE FROM HEADWATERS DRIVE



4. VIEW FROM HIGHWAY 290 WEST

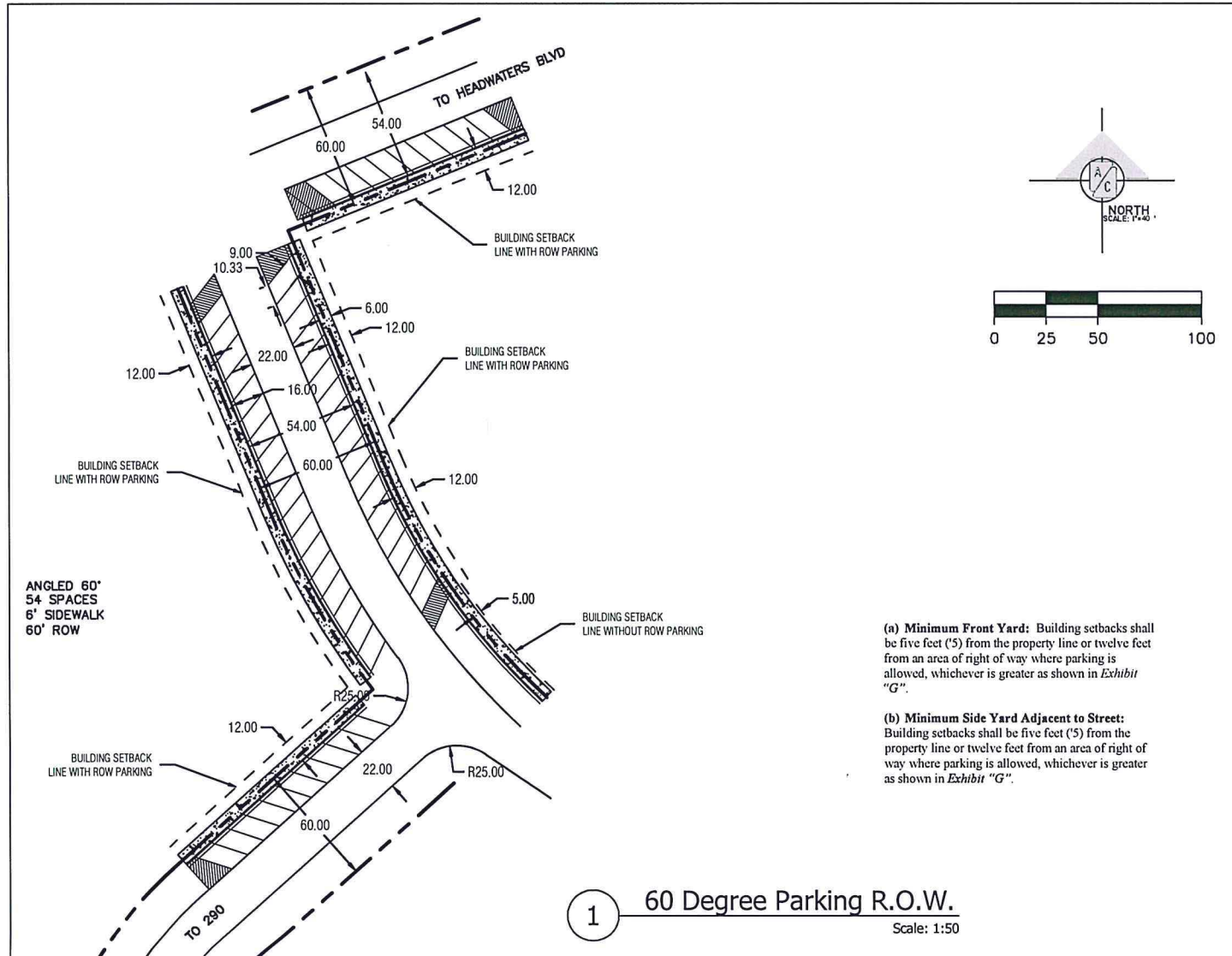


BUILDING HEIGHT

CCY ARCHITECTS | 03.1



EXHIBIT "G"  
Commercial Front/Side Yard With ROW Setbacks



**AUSTIN CIVIL  
ENGINEERING, INC.**  
 TBPE FIRM # F-001018  
 2708 SOUTH LAMAR BLVD., Ste. 200A  
 AUSTIN, TEXAS 78704  
 PH: (512) 306-0018

**HEADWATERS COMMERCIAL**  
 DRIPPING SPRINGS, TEXAS

SCALE 1:50

EXHIBIT  
**G**



EXHIBIT "H"  
PD Code Modifications Chart

## CODE MODIFICATION CHART

#	Ordinance	Description	Requirement	Code Modification	Justification
1	Article 30.02 Zoning Ordinance. Section 3.8.6(h)(6)	Length of Buildings in a MF District	Multifamily building shall not exceed two hundred (200') in length	Building may exceed two hundred feet (200') in length conditioned on approval of alternative design plan by the City	Allows developer to provide heated and cooled corridors for resident access to amenities. This is particularly important for senior housing. Projects will incorporate enhanced fire protection which include two hour fire walls less than 200 feet apart thereby meeting the fire protection intent of the ordinance. Fire department access will be provided such that all portions of the building are within 200' of a fire lane. Building massing, articulation, roof planes, and material changes will provide visual breaks in the building to prevent a monolithic appearance.
2	Article 30.02 Zoning Ordinance. Section 3.11.3	Multifamily Building Height	Main Building(s): Maximum two (2) stories, or forty (40) feet, whichever is less, for the Main Buildings	Per PDD 6 Exhibit F Building Height Plan, Main Building(s): Maximum four (4) stories, or fifty five (55') feet, whichever is less for four (4) story areas. Maximum of three (3) stories, or forty five (45') feet, whichever is less for three (3) story areas. Height measured from the maximum rooftop elevation above average natural grade conditioned on approval of alternative design plan by the City.	Minimizes impervious cover and allows developer to provide a variety of architecture and housing types including elevator served senior housing. Taller buildings will result in a greater density of dwelling units closer to amenities, enhancing quality of life for multifamily residents.



3	Article 30.02 Zoning Ordinance. Section 3.12.3	Commercial Building Height	Main Building(s): Maximum two (2) stories, or forty (40) feet, whichever is less, for the Main Buildings	Per PDD 6 Exhibit F Building Height Plan, Main Building(s): Maximum four (4) stories, or sixty five feet (65') (Hotel only) or fifty five feet (55') (all other commercial uses) , whichever is less for four story areas. Maximum of three stories or forty five (45'), which ever is less for three story areas. Height will be measured from the maximum rooftop elevation above average natural grade conditioned on approval of alternative design plan by the City	Minimizes impervious cover and allows developer to provide a variety of architecture and elevator served hotel accomodations. Taller buildings will result in a greater density of commercial square footage closer to amenities, enhancing quality of the commercial development
4	Article 30.02 Zoning Ordinance. Section 3.9.3	Office Building Height	Main Building(s): Maximum two (2) stories, or forty (40) feet, whichever is less, for the Main Buildings	Per PDD 6 Exhibit F Building Height Plan the Main Building(s): Maximum four (4) stories, or fifty five feet (55'), whichever is less for four story areas. Maximum of three stories or forty five feet (45') for three story areas. Height will be measured from the maximum rooftop elevation above average natural grade conditioned on approval of alternative design plan by the City	Minimizes impervious cover and allows developer to provide a variety of architecture and elevator served office space that creates an opportunity for the City to potentially secure a regional employment center.
5	Article 30.02 Zoning Ordinance. Section 5.6.1(c)	Parking Requirement for Commercial: Retirement housing for the elderly (independent living)	Efficiency - one (1) space, one bedroom - one and a half (1.5) spaces, two bedroom - two (2) spaces, Two+ bedroom - two and a half (2.5) spaces. Plus an added five percent (5%) of the total number of required spaces	Parking ratio of 1.25 spaces per unit for projects operated and marketed as 55 years and older senior living facilities	Based on historical data, 1.25 spaces per dwelling unit has provided sufficient parking for similar projects. This variance will result in reduced impervious cover, increased green space and prevents the construction of unused parking spaces.

6	Article 30.02 Zoning Ordinance. Section 3.12.4(b)	Area Regulations: Size of Yards	Minimum Front Yard - Twenty-five feet (25'). Minimum Side Yard - Fifteen feet (15'). Minimum Rear Yard - Twenty-five feet (25').	Minimum Front Yard and Side Yard fronting ROW - Five feet (5') for one story and ten feet (10') for two+ stories from the property line or twelve feet (12') from an area of ROW where parking is allowed, whichever is greater. Minimum Side Yard - Five feet (5'). Minimum Rear Yard - Twenty feet (20').	Reduced setbacks will provide continuity throughout the development, and will allow proposed commercial buildings to create an enhanced and more walkable streetscape.
7	Article 30.02 Zoning Ordinance. Section 3.9.4(d)	Gross Floor Area of Office Building	The gross floor area of each building shall not exceed forty thousand (40,000) square feet per building	The gross floor area of a building that exceeds forty thousand square feet (40,000') is limited to one hundred thousand square feet (100,000') per building conditioned on the approval of an alternative design plan by the City	Allow flexibility in development for potential employment center
8	Article 30.02 Zoning Ordinance. Section 3.12.4(d)	Gross Floor Area of Commercial Services Building	The gross floor area of each building shall not exceed fifty thousand (50,000) square feet per building	The gross floor area of a building that exceeds fifty thousand square feet (50,000') is limited to one hundred thousand square feet (100,000') per building conditioned on the approval of an alternative design plan by the City	Allow for flexibility in development of hotel or other major commercial user
9	Article 30.02 Zoning Ordinance. Section 5	Commercial Off Street Parking Requirements		Diagonal parking spaces located in right of way adjacent to a commercial use may be counted towards the offstreet parking requirements for such use	Allow for enhanced commercial streetscape, walkability and connection of commercial amenities





# Doyle & Seelbach

**KARL SEELBACH**  
direct 512.960.4891  
[karl@doyleseelbach.com](mailto:karl@doyleseelbach.com)

April 14, 2025

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

## **RE: Support for Dripping Springs Sports Club Variance Request**

Dear Planning & Zoning Commission Members,

My name is Karl Seelbach, and I've proudly called Dripping Springs home since 2008. My wife, Adrienne, and I are raising our two daughters here, and like many families in this community, we've experienced both the joys of small-town life and the growing pains that come with rapid development.

As a former Vice Chair and member of the Dripping Springs Historic Preservation Commission (2012–2016) and local business owner, I've seen firsthand how our city can thoughtfully grow while staying true to its character. The Dripping Springs Sports Club (DSSC) represents exactly that kind of smart, community-driven development—and I urge you to approve their variance request to build a 160,000 sq ft facility.

**1. It solves a real need for Dripping Springs families.**

Our community lacks sufficient indoor recreation and youth sports infrastructure. Like many parents, I've spent countless hours driving my kids to practices and games in Austin and beyond, which cuts into family time and stretches school-night routines. DSSC brings those opportunities home—reducing commutes, stress, and safety concerns while giving kids and families the resources they need right here in town.

**2. It's a locally-led project that reflects our community's values.**

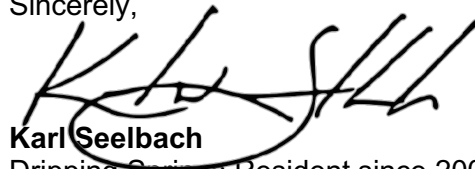
This is not an out-of-town corporate development. The people behind DSSC live here. They have kids in our schools. They're already contributing to our community—as business owners, youth coaches, and volunteers. Their vision is supported by hundreds of Dripping Springs families who want a facility built for us, by us. That authenticity matters.

**3. It supports responsible growth and local economic development.**

Strategically located between the current high school and the site of our future high school, DSSC is well-positioned to serve the city's expanding population. The 160,000 sq ft size is essential to meet demand—not excessive—and will support multiple sports, fitness programs, and family-focused amenities. The project will also create numerous local jobs, keep spending in our economy, and help reduce congestion on the 290 corridor.

This is the kind of project that strengthens our identity, keeps families local, and grows with intention. I hope you'll join me in supporting this variance and helping bring a much-needed, community-first resource to life.

Sincerely,

A handwritten signature in black ink, appearing to read 'Karl Seelbach', with a large, stylized flourish at the end.

**Karl Seelbach**

Dripping Springs Resident since 2008  
Managing Partner, Doyle & Seelbach PLLC  
Founder, Skribe.ai



April 10, 2025

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

## RE: Support for Dripping Springs Sports Club Variance Request

Dear Planning & Zoning Commission Members,

As new Dripping Springs residents and parents of four daughters, we strongly support the Dripping Springs Sports Club's variance request to develop a 160,000 sq ft facility.

Coming from Scottsdale, AZ and having access to larger facilities such as LifeTime Fitness, which had convenient locations near our home, we were accustomed to state of the art work out facilities within a short distance. Living in Dripping Springs, there isn't anything currently that matches that, and the Dripping Springs Sports club will! While the YMCA and Gold's Gym are nice places for quick workouts, they lack overall features and amenities that DSSC is planning to build.

A comprehensive sports facility in Dripping Springs would:

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
- Create jobs for Dripping Springs residents
- Reduce traffic on Highway 290
- Provide many health resources to the abundance of existing residents and new ones moving here

The proposed 160,000 sq ft is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community needs. A smaller facility would not adequately serve Dripping Springs families.

I urge you to approve this variance request for the benefit of our community.

Best regards,

Andrew and Kimberly Abrams  
147 Stockman Drive  
Dripping Springs, TX 78620  
(414) 469-9226 / (414) 807-5886  
[REDACTED] / kimberly@abaconsulting.net

**From:** [REDACTED]  
**To:** [Bill Foulds](#); [Planning](#)  
**Subject:** Deep Concern Over Oryx Development in Headwaters – Preserve the Heart of Dripping Springs  
**Date:** Wednesday, April 9, 2025 10:38:49 AM

---

Dear Mr. Foulds and our City Planning Team,

I'm writing as a deeply concerned resident of Dripping Springs and Headwaters. The recent updates to the Oryx development plan are nothing short of heartbreaking. The proposal to **level one of the most scenic and elevated hills in our community** to build a massive big-box store is profoundly disappointing. This decision is not only short-sighted — it risks destroying the very character and natural beauty that make Dripping Springs special.

Dripping Springs is meant to be a *destination*, not a pass-through city lined with generic development. The charm of our Hill Country environment is precisely why people move here, raise families here, and invest in this community. Flattening a stunning hill to make way for what appears to be a Lowe's Home Improvement — or any large commercial development — is an irreversible and destructive act. There is a way to preserve the hill and bring in retail, restaurants that match the vibe of the hill country which was originally planned. If decisions like this are continually made it will destroy the charm of Dripping Springs. It is bad enough we have no booming heart of downtown and a highway lined with more dentists, storage units and mattress shops than necessary, but now home values are being impacted. Please do not let this happen.

The **visual impact, light pollution, and noise from overnight operations and deliveries** would shatter the peaceful quality of life in both Headwaters and Sunset Canyon. Beyond aesthetics and environment, this would directly **devalue our homes** and chip away at the identity of Dripping Springs — an identity that countless families chose over bigger, less thoughtful cities.

There are flat, commercially appropriate areas of Dripping Springs where this type of development could be placed more responsibly. Why sacrifice one of our most beautiful natural assets when there are better options?

We're not anti-growth — we are pro *smart, community-minded* development. Development that complements our neighborhoods, maintains home values, and protects the Hill Country spirit.

**Please think long-term.** Do we want Dripping Springs to preserve its soul and become a charming destination like Wimberley or Fredericksburg, or slide into being another overbuilt, impersonal pass-through like Pflugerville?

This is a pivotal moment. We urge you to protect our hills, our neighborhoods, and our shared future.

Respectfully,  
Crystal Faris  
Headwaters Resident  
Concerned Dripping Springs Citizen





April 15, 2025

Planning & Zoning Commission  
City of Dripping Springs

To Whom It May Concern:

Some decisions change communities forever. Your consideration of the Dripping Springs Sports Club variance request is one of those pivotal moments.

I've lived basketball my entire life – from the hardwood courts at Westlake High to being named MVP at the University of Texas, from hearing my name called by the Denver Nuggets on draft day to later creating Hoop Zone from the ground up. Through every step of my journey, I've witnessed how proper facilities transform potential into achievement.

Let me be brutally honest: the current situation in Dripping Springs is failing our young athletes. The nightly exodus of families driving 30-60 minutes each way to Austin facilities isn't just inconvenient – it's actively damaging to academic performance, family dynamics, and athletic development. I've watched talented kids quit sports they love simply because the logistics became unsustainable for their families.

The proposed 160,000 square foot DSSC facility isn't a luxury or an extravagance. It's a necessity. Having developed facilities myself, I can assure you that the requested variance isn't about excess – it's about functionality and sustainability. A 100,000 square foot limitation would compromise the very elements that make a sports facility viable long-term.

During my years playing professional basketball, I learned that championship teams are built when communities invest in proper foundations. This variance represents that foundation.

When you consider this request, I ask you to see beyond today. Envision the thousands of young athletes who will develop their skills and character in this facility. Picture parents reclaiming hours of family time currently lost to commuting. Imagine the economic ripple effects that will benefit our entire community.

This variance isn't just about a building – it's about Dripping Springs' identity as a forward-thinking community that invests in its future. I strongly urge your approval.

Respectfully,

Bill Wendlandt  
Founder

**From:** [REDACTED]  
**To:** [Drew Rose; Planning](#)  
**Subject:** Dripping Springs Sports Club  
**Date:** Friday, April 11, 2025 1:33:40 PM

---

Dear Planning & Zoning Commission Members,

As a 25 year Dripping Springs resident and parent of 2 young boys, I strongly support the Dripping Springs Sports Club's variance request to develop a 160,000 sq ft facility.

My kids are not currently in sports, but we are set to begin that chapter next year. As it currently sits, we will have to drive to Bee Cave for a proper facility to train and get lessons. This will result in hours in the car in the years to come.

A comprehensive sports facility in Dripping Springs would:

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
- Create jobs for Dripping Springs residents
- Reduce traffic on Highway 290

As our community continues to grow, we need to ensure that this facility is good to go for that growth; something a smaller facility would not do. The proposed 160,000 sq ft is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community needs. The founders of this project are experts in their fields and know what is needed to properly serve this community. If we're going to do it, we need to do it right!

Please consider this variance request for the benefit of the Dripping Springs community!

Tye Hardin | Insurance Advisor

**Watkins Insurance Group**

**TEL:** 512-678-1130 **CELL:** 512.422.5111

3834 Spicewood Springs Rd, Suite 100

Austin TX 78759



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Dripping Springs Sports Club  
**Date:** Monday, April 14, 2025 11:32:52 AM

---

**To the Dripping Springs Planning & Zoning Commission,**

I'm writing in strong support of the variance request for the proposed Dripping Springs Sports Club (DSSC). As a member of this growing community and a resident of Headwaters, I've seen firsthand how the lack of local recreational facilities creates a real strain on families.

Right now, many of us are driving 30 to 60 minutes—each way—to reach adequate gyms and courts in Austin, Bee Cave, or beyond for sports. That's time my teen and pre-teen daughters could be spending doing homework at their desks instead of in the backseat, or actually relaxing after a long school day rather than getting home late from practice. Our kids are already burnt out by their schedules, so let's give families back more time in their lives to be TOGETHER. It's also putting more cars on already congested roadways during peak hours.

Bringing a high-quality, multi-sport facility like DSSC to Dripping Springs would be a game-changer. It would give local teams the space they need to grow, reduce travel burdens on parents, and allow kids to stay active without sacrificing sleep, study time, or well-being. A space like this would also foster community, promote healthy habits, and give families more opportunities to connect—right here at home.

I fully support the request for a variance to allow for the 160,000 sq ft needed to build a facility that meets the real needs of our area. Our community is ready for this, and we deserve a place where families can thrive together.

Thank you!

Sincerely,

Lindsay Hinkle  
Headwaters Resident and Club Volleyball Mom of 2  
512-669-8345

[REDACTED]

April 10, 2025

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

RE: Support for Dripping Springs Sports Club Variance Request

Dear Members of the Planning & Zoning Commission,

As a parent and active member of the Hill Country community, I'm writing in full support of the Dripping Springs Sports Club's variance request to build their 160,000 sq ft facility.

Like many local families, our kids are home schooled and enjoy meeting up with other homeschool groups indoors and outdoors, and they thrive when getting exercise and fitness at the gym. Because of the incredible homeschool community in Dripping Springs, this facility would allow our children to have access to world class fitness in a convenient location, with many other local families.

Beyond serving local families, this project will create jobs and a safe and fun place to connect and be active. The size requested isn't excessive — it's essential to meet the needs of a fast-growing area. As members of similar establishments, its exciting to have a world class option so close!

This is exactly the kind of project that strengthens a community. We are hopeful that you approve this project.

Sincerely,

Heath Hale  
106 Confidence Cove  
Lakeway, Texas 78734



**Lauren Metcalf**

18210 W Cave Cv

Dripping Springs, TX 78620

210-748-4891

04/10/2025

**Planning and Zoning Commission**

City of Dripping Springs

511 Mercer Street

Dripping Springs, TX 78620

Dear Planning and Zoning Commission Members,

As a Dripping Springs resident and parent of three active children, I am writing in strong support of the variance request for the development of **The Dripping Springs Sports Club (DSSC)**, a proposed 160,000 sq ft mixed-use athletic facility that would bring tremendous value to our growing community.

My family currently drives to Bee Cave and South Austin multiple times a week to accommodate our sports-loving children. This adds up to over eight hours of driving each week, often resulting in late nights on school days and missed opportunities to spend quality time together. We are far from the only ones—hundreds of local families face similar challenges due to the lack of adequate athletic facilities here in Dripping Springs.

A comprehensive, well-designed facility like DSSC would:

- **Eliminate long commutes** for youth athletes and fitness-focused adults alike
- **Keep spending within our local economy** instead of diverting it to neighboring cities
- **Create local jobs** and support small businesses
- **Reduce traffic and wear on Highway 290** by decreasing out-of-town travel
- **Improve quality of life** for busy families looking for accessible wellness opportunities

The proposed 160,000 sq ft size is not excessive, it is essential to meet the wide-ranging needs of our growing community. DSSC is designed to be inclusive, multi-functional, and future-ready complex. A smaller footprint simply would not provide the scale or versatility required.

Approving this facility aligns perfectly with Dripping Springs' commitment to being a family-centered, active, and connected place to live. **The Dripping Springs Sports Club** will not only serve as a hub for sports and fitness but also as a much needed gathering space that strengthens the bonds of our local community.

Thank you for your service and your thoughtful consideration of this request. I urge you to approve the variance and help bring this incredible opportunity to life.

Sincerely,

*Lauren Metcalf*



**April 16, 2025**

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

**RE: Support for Dripping Springs Sports Club Variance Request**

Dear Planning & Zoning Commission Members,

As a mother of three and a new resident of Dripping Springs, I'm writing to express my full support for the variance request for the Dripping Springs Sports Club (DSSC).

We recently moved to this community, and we've truly fallen in love with it—especially the strong sense of family and the exciting growth all around us. With more young families calling Dripping Springs home every day, there's a growing need for a central space where we can stay active, connect, and build community.

A facility like DSSC would be so much more than a gym. It would be a gathering place—for workouts, casual lunches, indoor playtime, basketball, volleyball, pickleball, and more. It's a space that supports the full rhythm of family life, all under one roof. Right now, those kinds of amenities require long drives out of town, which eat up family time and shift our energy and spending away from Dripping Springs.

Physical activity is the foundation of a healthy, connected, and vibrant community. The proposed 160,000 sq ft is essential—not excessive. This size allows DSSC to offer the diverse mix of programming, court space, wellness options, and family-focused amenities that our growing community needs to thrive. A significantly smaller facility would limit that impact and reduce its ability to serve families of all ages.

This is a meaningful opportunity to invest in the future of Dripping Springs. I strongly encourage you to approve the full variance request and help bring a resource to life that will benefit our families, our economy, and our town for years to come.

Thank you for your time and consideration—and as always, **Go Tigers!**

Warmly,

**Autumn Kirtland**

656 Spectacular Bid Dr.  
Austin, TX 78737  
[REDACTED]  
(408) 903-3651

April 15, 2025

To the Planning Commission of Dripping Springs,

In regards to the Dripping Springs Sports Club and its proposed plans, we would like to request that you approve the request for variance for the size of facility being 160,000 sqft. We appreciate this restriction in general; however, for somewhere like this that is trying to provide services of this kind, allowing for a larger size allows it to better address the sports needs.

Right now, most tournaments are at least 30 min away, and often an hour (e.g. Georgetown, Round Rock, San Antonio), which is harder for families as it takes more time out of the schedule, and having something here would be really nice. For benefit to the community / city beyond just that aspect, before / between / after games, people who come from out of town as well as who live locally are more likely to support local businesses by purchasing food especially, or maybe even in other ways like shopping while waiting.

Thanks,

Greg Schumacher

103 Dally Ct

Dripping Springs, TX 78620



**April 14, 2025**

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

**RE: Support for Dripping Springs Sports Club Variance Request**

Dear Planning & Zoning Commission Members,

As a Dripping Springs resident and parent of two active children, I strongly support the Dripping Springs Sports Club's variance request to develop a 160,000 sq ft facility.

My daughter currently drives to HCI, WAAC and SMAC multiple times weekly for volleyball practice. This causes some very late nights for my high school daughter. Basketball tournaments are never local for my son's select club due to lack of court availability which sends us to Round Rock and San Antonio to compete.

A comprehensive sports facility in Dripping Springs would:

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
- Create jobs for Dripping Springs residents
- Reduce traffic on Highway 290

The proposed 160,000 sq ft is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community needs. A smaller facility would not adequately serve Dripping Springs families.

I urge you to approve this variance request for the benefit of our community.

Sincerely,

Michael Thomas  
128 Sandpiper Cove  
Austin, TX 78620

[REDACTED]  
(512) 585-0569

—  
Let me know if you need any further adjustments or additional information!

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** DSSC Variance Support Letter  
**Date:** Wednesday, April 16, 2025 8:31:49 AM

---

Planning & Zoning Commission City of Dripping Springs 511 Mercer Street Dripping Springs, TX 78620

**RE: Support for Dripping Springs Sports Club Variance Request**

Dear Planning & Zoning Commission Members,

As a long time Dripping Springs resident and parent of two active children, I strongly support the Dripping Springs Sports Club's variance request to develop a 160,000 sq ft facility.

For years my family has been driving for extended periods of time to attend their extracurricular activities, practices, games and tournaments. None of those, however, are in the city of Dripping Springs. This new facility would be a huge game changer for the community of Dripping Springs. I strongly believe this development would be essential with the growth that is happening to our community. I believe the following would have long term benefits for our city and community.

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
- Create jobs for Dripping Springs residents
- Reduce traffic on Highway 290

The proposed 160,000 sq ft is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community needs. A smaller facility would not adequately serve Dripping Springs families.

I would urge you to approve this variance request for the benefit of our community.

Sincerely,

**Tressa Aleshire**



April 10, 2025

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

RE: Support for Dripping Springs Sports Club Variance Request

Dear Members of the Planning & Zoning Commission,

As a 17-year resident of Dripping Springs and a parent of three young athletes, I am writing to enthusiastically support the variance request for the Dripping Springs Sports Club to build a 160,000 sq ft sports facility in our community.

Like many families here, we spend countless hours driving to facilities located in surrounding Austin-area suburbs including Pflugerville, Lake Travis, Kyle and Westlake for volleyball, soccer, basketball and various others sports practices and games. These trips add over 16 hours a week for our family, cutting into family time and leaving my kids exhausted on school nights. It's not just the time—it's the wear and tear on our car and the frustration of navigating congested roads.

A local sports complex of this size would be a game-changer for Dripping Springs. It would:

- Save families like mine hours of driving each week.
- Boost our local economy by keeping spending in town.
- Provide job opportunities for residents, from coaches to facility staff.
- Ease traffic on Highway 290 by reducing out-of-town commutes.

The proposed 160,000 sq ft facility is the right size to meet the diverse needs of our growing community. A smaller space simply wouldn't have the capacity to offer the range of sports and activities our kids and adults deserve—everything from volleyball courts to fitness areas and community spaces.

I respectfully urge you to approve this variance request. This facility would strengthen our community and make life better for so many families in Dripping Springs.

Thank you for your time and consideration.

Sincerely,

Ryan Dennison  
100 Hudson Lane  
Dripping Springs, TX 78620

04.15.2025

Planning & Zoning Commission

City of Dripping Springs

511 Mercer Street Dripping Springs, TX 78620

## **RE: Support for Dripping Springs Sports Club Variance Request**

Planning & Zoning Commission Members,

My name is Chris Lupton and I was the managing partner for Hill Country Indoor for over 7 years. I have first hand experience watching a facility (very similar to the one proposed) improve a neighborhood and ultimately bring a community together. Our community events and business partnerships have made a huge impact. Nearly every day we have realtors bringing families into HCI to show off the community amenities.

I urge you to also look at the economic impact this facility will have on Dripping Springs as a whole. Keeping families in town vs driving to Austin to practice will bring food and shopping revenue back to your tax payers. Through tournaments and events, restaurants and hotels will flourish. This has been proven in Round Rock, Cedar Park and Bee Cave.

As for the variance, this was a key win for the HCI team during development in 2015. Without it, the facility would not be near the opportunity that it is today. Variances are made for a reason and I believe this is a clear front runner.

Sincerely,

Chris Lupton



Hill Country Indoor  
Bee Cave, Texas



656 Spectacular Bid Dr

Austin, TX 78737

Item # 1.

April 11, 2025

Planning & Zoning Commission

City of Dripping Springs

511 Mercer Street

Dripping Springs, TX 78620

RE: Support for Dripping Springs Sports Club Variance Request

Dear Planning & Zoning Commission Members,

As a Navy Reserve officer, maintaining peak physical fitness is not just a personal priority-it is a professional requirement. Unfortunately, our current options in Dripping Springs are limited, forcing me to drive into Austin for access to the kind of equipment and space I need. These frequent trips take valuable time away from my family and increase the daily strain on my schedule.

The proposed Dripping Springs Sports Club would eliminate these challenges by providing a high-quality facility that supports serious fitness training and offers a fun, active environment for local families. My children would be able to enjoy sports and recreational activities while I complete my training-all under one roof, just minutes from home.

The size of the planned 160,000 sq ft facility is crucial. A smaller space simply wouldn't accommodate the growing demand or the breadth of programming needed for our community. I fully support the DSSC's request for a variance and hope you will approve this project for the betterment of all Dripping Springs families.

Sincerely,

Mark Kirtland

**From:** [REDACTED]  
**To:** [Planning](#)  
**Cc:** [Drew Rose](#)  
**Subject:** In favor of the variance for Dripping Springs Sports Club  
**Date:** Saturday, April 12, 2025 11:38:48 PM

---

Dear Planning & Zoning Commission Members,

As a resident of Dripping Springs, I would like to express my support of approving the variance request for Dripping Springs Sports Club.

As an athlete and someone committed to a healthy lifestyle, I would greatly appreciate having a first rate sports facility where I can play basketball, lift weights, support my Childrens' athletic endeavors, and meet my exercise goals within the community that I live in.

Currently, there is nothing similar in magnitude or diversity in what it offers here in Dripping Springs. Hill Country Indoor, a similar, popular facility in Bee Cave, is over a thirty minute drive depending where you live in Dripping Springs. It is not practical or easy to spend bulk time commuting to that gym to utilize high quality equipment and spaces. Our community would benefit immensely from having our own sports club where anyone from a child on a trampoline to someone retiring and picking up pickleball can thoroughly enjoy themselves. My family would love to stay local rather than drive over an hour round trip to some other gym.

The Dripping Springs Sports Club will bring people together around common goals in fitness, active living, and recreation. It promotes healthy habits and active lifestyles. Everyone in Dripping Springs would benefit from the Dripping Springs Sports Club.

Thank you for considering approving this variance request. Our community will greatly benefit from this first class Dripping Springs Sports Club.

Best regards,

Micah VanDover

Home Address:  
 500 Sue Peaks Loop  
 Dripping Springs, Texas 78738  
 (512)708-9919

**MICAH VANDOVER**

REALTOR®

 512.708.9919  512.261.0008

 [kuperrealty.com](http://kuperrealty.com)

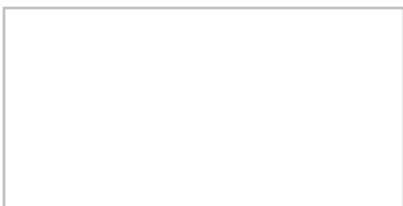
 [micah.vandover@sothebysrealty.com](mailto:micah.vandover@sothebysrealty.com)

 13420 Galleria Circle Suite A-105

Austin, Texas 78738







**From:** [REDACTED]  
**To:** [Bill Foulds](#); [Planning](#)  
**Subject:** Let's Preserve the Character of Dripping Springs  
**Date:** Friday, April 11, 2025 8:56:02 AM

---

Dear Mayor & City Planning,

I'm reaching out as a deeply concerned resident who's watched Dripping Springs rapidly transform—and not for the better. What once felt like a peaceful Hill Country town with heart and character is quickly becoming unrecognizable. I understand that growth is inevitable, but what's happening now isn't thoughtful development—it's unchecked sprawl driven by profit, not by vision.

Do we really want to become the next Pflugerville—miles of neighborhoods, strip malls, and apartments lining a congested highway? If you've been over there recently, you know how lifeless and overwhelming it feels. That's not what any of us signed up for when we chose to live here.

Dripping Springs is the gateway to the Hill Country. It still has the potential to be a truly special destination—like Wimberley—but only if we protect what makes it unique. That means preserving the hills, the views, and the sense of space that gives this town its soul. That means making room for local businesses that reflect our culture, not just more chains and box stores that could be found anywhere in America.

There are already signs of hope. Last Chance is showing how to build with character, I'm so happy to see they are coming back. Bringing Nutty Brown back to the old Paloma location could honor our roots while giving people something to gather around, and I would LOVE to see something like this happen that residents and visitors alike would enjoy. These are the kinds of projects that make Dripping feel like Dripping—not like a generic suburb off a highway.

Right now, the trajectory we're on is pushing even new residents to consider leaving. That should be a huge red flag. People didn't move here for traffic, noise, or concrete. They moved here for a better way of life—one that feels increasingly out of reach.

We can still turn this around. We can grow smart, not fast. We can plan with intention, protect our natural beauty, and make decisions that benefit long-term quality of life—not just short-term gains.

Let's make Dripping Springs a place people want to stay. Let's keep the charm, preserve the views, and bring back the character that made this town worth moving to and fighting for in the first place.

Sincerely,  
Amanda Waltman  
Resident of Dripping Springs



April 10, 2025

City of Dripping Springs Planning & Zoning Commission  
511 Mercer Street  
Dripping Springs, TX 78620  
[Planning@cityofdrippingsprings.com](mailto:Planning@cityofdrippingsprings.com)

**RE: Support for Dripping Springs Sports Club Variance Request**

Dear Planning & Zoning Commission Members,

As Dripping Springs residents, we are writing to express our full support for Dripping Springs Sports Club's ("DSSC") variance request to develop a 160,000 square foot sports facility. The proposed 160,000 sq ft facility is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community desperately needs. A smaller facility will not adequately serve the needs of Dripping Springs families, now or in the future.

We believe the requested variance is reasonable, necessary, and appropriate. My family, and hundreds of other families in the community, spend a significant amount of time and money in other cities that have the facilities DSSC plans to build. By approving the variance request, Dripping Springs will finally have the facilities necessary to keep sports and recreation activities local, which will eliminate long commutes for hundreds of local families, reduce traffic on Highway 290, generate significant revenue for the City, and create countless jobs for the Dripping Springs community.

Our community desperately needs the comprehensive sports facility proposed by DSSC. Granting the variance will not adversely affect the character of the community nor will it impair the use or development of adjacent properties. To the contrary, the proposed facility aligns with the goals of thoughtful and practical land use that benefits our community. Having the proposed state-of-the-art facility in our backyard is a game-changing opportunity for the Dripping Springs community. With our community's future in your hands, we implore you to approve this variance request. Thank you for your time and consideration.

Sincerely,

Catherine and Ryan Harper

cc: [drew@drippingsportsclub.com](mailto:drew@drippingsportsclub.com)

**April 15, 2025**

Dripping Springs Planning & Zoning Commission  
City of Dripping Springs  
511 W Mercer St  
Dripping Springs, TX 78620

**RE: DSSC Variance Request – Letter of Caution**

Dear Planning & Zoning Commission,

I hope this letter finds you well. As a Dripping Springs resident, I strongly advocate for thoughtful development that supports our community's continued growth. However, I write today to express concern regarding the increasing frequency with which variances are being granted along the Highway 290 corridor. This marks the second such request in just a few weeks, prompting a broader question: **What is the purpose of maintaining comprehensive development codes at the city level if they are regularly going to be bypassed?**

While I support responsible development and understand that each project presents unique considerations, we must uphold standards that ensure long-term sustainability and community balance. The proposed facility is a substantial project—effectively an anchor development—located directly off Highway 290. Approval of this variance would set a precedent for further large-scale projects in the corridor. I am particularly concerned about the cumulative impact, especially in light of the concept plans by Oryx Development for an adjacent 130,000-square-foot facility.

I would also like to highlight a personal example that underscores the need for consistency in our policies. As a resident of Headwaters, I am currently prohibited from washing my own vehicles on my property due to ongoing water restrictions mandated by the MUD. This restriction underscores the reality of our limited water resources, which makes the approval of water-intensive developments all the more concerning. While I acknowledge that variances can be warranted in certain situations, each decision must be thoroughly evaluated in the context of long-term community sustainability.


Furthermore, according to TPWD GIS data, the proposed development lies within habitat known to support the federally listed endangered Golden-cheeked Warbler. I respectfully request that a full environmental assessment be conducted and made publicly available prior to any site plan approval—or, alternatively, that the City provide the specific code basis or exemption allowing for a “take” under the Endangered Species Act, if such an assessment is not required.



At the same time, I recognize the growing demand for local athletic and recreational facilities. The Dripping Springs Sports Club presents a valuable opportunity to address this need for families and youth athletes. However, it is essential that any development along this segment of Highway 290 proceeds with comprehensive planning and a clear understanding of its long-term impacts on infrastructure, environment, and community character.

Thank you for your time and attention to these concerns. I appreciate the difficult task before you and trust that your decision will reflect a thoughtful balance between progress and preservation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jonathan L Fitzgerald', with a large, stylized flourish at the end.

Jonathan L Fitzgerald  
Headwaters Resident

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to VAR2025-002 – Sports Club Zoning Amendment  
**Date:** Sunday, April 6, 2025 6:05:14 PM

---

Dear Planning & Zoning Commission,

I am writing to express my concern and opposition to the proposed zoning variance referenced as **VAR2025-002 – Sports Club Zoning Amendment**.

While I appreciate the City's continued efforts to grow and develop thoughtfully, I have strong reservations about the potential impacts of this project—particularly with the proposed entrance on Canyonwood Drive. This road is a residential street not designed to support increased traffic volumes especially at the top of a hill that already has limited sight distance. From a safety standpoint, introducing a high-traffic access point in this area poses serious risks to the Sunset Canyon Neighborhood and people driving on Canyonwood.

In addition to traffic concerns, the significant amount of impervious surface planned—particularly large areas of concrete—raises environmental red flags. This development could dramatically affect the surrounding landscape, increase runoff, and heighten the risk of flooding. Of particular concern is the culvert at the end of North Canyonwood Drive, which already sees strain during heavy rains with the already reduced landscape from all the homes built in Headwaters. The added runoff from such a development may overwhelm existing infrastructure and pose a threat to nearby homes and properties.

I respectfully ask the Commission to consider the long-term impact this amendment could have on the safety, environmental integrity including the dark sky community, and character of the Sunset Canyon neighborhood. I urge you to deny this variance and seek alternative solutions that better align with the residential nature of our community.

Thank you for your time and consideration.

Sincerely,

Jill Zeimann



**Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620**

**RE: Support for Dripping Springs Sports Club Variance Request**

Dear Planning & Zoning Commission Members,

As Dripping Springs residents and parents of two active children/athletes, I strongly support the Dripping Springs Sports Club's variance request to develop a 160,000 sq ft facility. This facility will be a long-term community asset that will strengthen community bonds between residents, strengthen our youth athletes, and provide considerable positive economic impact to Dripping Springs and surrounding businesses.

My family currently drives to Bee Cave, Westlake, and South Austin multiple times weekly for competitive cheer, soccer, and basketball activities. This means 10+ hours of driving time and late nights for my children on school nights.

A comprehensive sport & wellness facility in Dripping Springs would:

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
- Create jobs for Dripping Springs residents
- Reduce traffic on Highway 290

The proposed 160,000 sq ft is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community needs. A smaller facility would not adequately serve Dripping Springs families and make the impact that a larger facility would.

I urge you to approve this variance request for the benefit of our community.

Sincerely,

Will & Krista Diaz  
12146 Mesa Verde Dr  
Austin, TX 78737  
[REDACTED]  
(773)663-6653

Milena Diaz - RSES, 5th Grade  
Beckett Diaz - RSES, 3rd Grade

**From:** [REDACTED]  
**To:** [Planning](#)  
**Cc:** [Drew Rose](#); [REDACTED]  
**Subject:** RE: Backing the Dripping Springs Sports Club Variance Request  
**Date:** Saturday, April 12, 2025 12:18:58 AM

---

Dear Planning & Zoning Commission,

As a father of two children in Dripping Springs, I strongly support the variance request for the Dripping Springs Sports Club (DSSC) to construct a 160,000-square-foot facility. This project is exactly what our growing community needs.

Raising active kids means my wife and I spend countless hours driving to Bee Cave, South Austin, or Westlake for their sports practices and camps. These trips are exhausting, especially on school nights or during school breaks when we're trekking to places like HCI in Bee Cave for summer programs. A local, state-of-the-art sports facility would eliminate this burden for my family and many others. The DSSC's proposed complex would not only keep our kids closer to home but also become a vibrant hub for our community.

This facility would do more than save travel time. It would keep dollars in Dripping Springs by creating local jobs and attracting families from across the region. A project of this caliber would showcase our town's ambition and strengthen its reputation as a great place to live and raise a family. Why let neighboring cities like Bee Cave reap these benefits when we can build something extraordinary right here?

The proposed size of the facility is critical to its success. A 160,000-square-foot complex would provide enough space for courts, training areas, and amenities to serve our rapidly growing population. A smaller footprint simply would not meet the needs of our kids and families. I understand the purpose of zoning restrictions, but this isn't a generic big-box store - it's a tailored solution for our community's future. Every parent I've spoken with about this project is enthusiastic about its potential, and I share their excitement.

I respectfully urge you to approve this variance. By doing so, you'll help make Dripping Springs a stronger, more connected community for families like mine.

Sincerely,

Patrick Zielbauer (Kirby Springs Ranch)



**From:** [REDACTED]  
**To:** [Planning; Drew Rose](#)  
**Subject:** RE: Support for Dripping Springs Sports Club Variance Request  
**Date:** Friday, April 11, 2025 12:01:19 PM

---

Dear Planning & Zoning Commission Members,

As a Dripping Springs resident and parent of three active children, I strongly support the Dripping Springs Sports Club's variance request to develop a 160,000 sq facility.

A comprehensive sports facility in Dripping Springs would:

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
- Create jobs for Dripping Springs residents
- Reduce traffic on Highway 290

The proposed 160,000 sq is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community needs. A smaller facility would not adequately serve Dripping Springs families.

I urge you to approve this variance request for the benefit of our community.

Thank you!

Josh Teitelbaum

[REDACTED]  
(410) 382-0885

**From:** [REDACTED]  
**To:** [Planning](#)  
**Cc:** [REDACTED]  
**Subject:** RE: Support for Dripping Springs Sports Club Variance Request  
**Date:** Monday, April 14, 2025 12:45:17 PM

---

**April 14, 2025**

Planning & Zoning Commission  
City of Dripping Springs  
[511 Mercer Street](#)  
[Dripping Springs, TX 78620](#)

**RE: Support for Dripping Springs Sports Club Variance Request**

Dear Planning & Zoning Commission Members,

My name is Adrienne Seelbach. I was raised in Dripping Springs, graduated from Dripping Springs High School in 2002, and now I'm raising two daughters—Annabelle (13) and Millie (9)—in the same town that shaped me.

Like so many families in our growing community, we spend many hours each week commuting into Austin for sports practices, tournaments, and fitness activities. That time adds up—and it's time we could be spending together as a family, at home, or supporting local businesses here in Dripping Springs.

That's why I fully support the **Dripping Springs Sports Club (DSSC)** and their request for a variance to build the 160,000 sq ft facility our community truly needs. From a mom's perspective, here are the three main reasons this project is so important:

1.

**It will dramatically reduce time spent on the road.**

Driving into Austin several times a week is exhausting—not just for parents, but for our kids too. DSSC gives us the chance to stay local, avoid traffic, and bring youth sports and family fitness home to Dripping Springs.

2.

**It gives kids a safe, fun place to connect.**

This facility will be a true hub for our children—where they can meet up with friends, stay active, and build confidence in a positive, structured environment. That kind of space is so important, especially as our town continues to grow.

3.

**It supports whole-family health and wellness.**

DSSC isn't just for kids—it's for parents too. With adult fitness areas, group classes,



healthy food options, and community events, it creates a space where families can focus on being active and well, together.

What makes this project even more special is that it's **led by local families**—not some outside developer. These are people who live here, whose kids go to our schools, and who care deeply about building something that will benefit the entire Dripping Springs community for years to come.

Please approve this variance so DSSC can move forward. As a lifelong resident, I truly believe this project will make our town an even better place to raise a family.

Sincerely,

**Adrienne Seelbach**

Dripping Springs High School Class of 2002

[REDACTED]

**From:** [REDACTED]  
**To:** [Planning](#)  
**Cc:** [drew@drippingsportsclub.com](mailto:drew@drippingsportsclub.com)  
**Subject:** Request for increased zoning  
**Date:** Wednesday, April 16, 2025 7:33:26 AM

---

**To the Dripping Springs Sports Club and the Planning & Zoning Commission,**

I am writing in strong support of the Dripping Springs Sports Club's request for a variance to build a 160,000 sq ft facility—beyond the current 100,000 sq ft limit. As a parent of young children just beginning to engage in team sports, I've already see the impact of the limited athletic options in our area. Without adequate local facilities, we often have to drive 30 miles or more just so our kids can access quality fields and indoor practice space.

Bringing a larger, more comprehensive sports complex closer to home would not only save families like mine countless hours on the road, but it would also strengthen our local community. This facility would give kids the chance to stay active, build teamwork, and develop lifelong healthy habits—all within a supportive and familiar environment.

The added convenience and access would enhance the quality of life for so many families in Dripping Springs. I urge you to approve the variance request and help create a space that truly meets the needs of our growing community.

Sincerely,

Jay Ryan Ash  
512-925-0178



**From:** [REDACTED]  
**To:** [Drew Rose; Planning](#)  
**Cc:** [REDACTED]  
**Subject:** Support for Dripping Springs Sports Club Variance Request  
**Date:** Monday, April 14, 2025 5:33:59 AM  
**Attachments:** [Outlook-k0go00hl.jpg](#)  
[Outlook-tfz3kr4f.png](#)

---

Dear Planning & Zoning Commission Members,

My husband and I have been Dripping Springs residents of nearly four years, I am a local physical therapist, and we are parents to four children ages 5 to 12—all of whom are actively involved in youth sports. I'm writing to express my strong support for the Dripping Springs Sports Club's variance request to build a 160,000 sq ft facility.

As both a parent and a healthcare provider in this community, I see firsthand the strain our current lack of athletic facilities places on families. My own children travel weekly to Bee Cave, Austin, and other surrounding areas just to participate in practices and games. That's a lot of time spent in the car—on school nights, often with homework in hand—and it's a reality I know many other families face as well.

From a professional standpoint, I also treat many young athletes dealing with the physical toll of overtraining and inconsistent access to appropriate practice space. Local gyms are overcrowded, school facilities are stretched thin, and teams struggle to find reliable options.

The DSSC proposal offers a real, community-centered solution: a well-designed, multi-sport facility that includes space for basketball, volleyball, pickleball, fitness, childcare, and more. This type of complex would not only serve hundreds of youth athletes, but also offer health, wellness, and recreational opportunities for families of all ages.

Dripping Springs is growing quickly, and it's critical that our infrastructure keeps pace. Approving this variance is a key step toward providing resources that match the needs of our community—not just today, but well into the future.

Thank you for your time and consideration.

Sincerely,

Dr. Kelli Chandler

Colin Chandler

Kelli Chandler, PT, DPT, COMT, FAAOMPT  
Concierge Orthopedics, Owner and CEO  
870-723-5068



[Book time to meet with me](#)



**From:** [REDACTED]  
**To:** [Planning](#)  
**Cc:** [Drew Rose](#)  
**Subject:** Support for Dripping Springs Sports Club Variance Request  
**Date:** Wednesday, April 16, 2025 9:34:08 AM

---

Dear Planning & Zoning Commission Members,

As a Dripping Springs resident, I strongly support the Dripping Springs Sports Club's variance request to develop a very beautiful 160,000 sq ft facility. The Rose family is working so hard and risking a lot in order to provide a safe place for the kids in our community to grow as great people in our community and learn hard work and fun through sports. This is all appreciated so much by so many! I doubt they can make the facility any smaller to accommodate the needs of the community and on the business-side to make enough revenue for this business to even work. It's such a phenomenal opportunity for our town. Hopefully this even brings other businesses of high quality to our area.

On another note, thank you for all you all do for Dripping Springs. Our community is at the beginning of a new stage of growth and we really appreciate you all working with businesses to provide great places for us, our kids, and our guests to get more joy out of life. We hope you all continue to keep bringing upscale businesses like the Dripping Springs Sports Club that are bringing services that are needed very much by the residents here.

Please approve this variance request for the benefit of everyone who lives here.

Sincerely,

Allen Shannon  
7199 Creek Road  
Dripping Springs, Texas 78620  
512-636-3105 cell

**From:** [REDACTED]  
**To:** [Planning; Drew Rose](#)  
**Cc:** [REDACTED]  
**Subject:** Support for Dripping Springs Sports Club Variance Request  
**Date:** Friday, April 11, 2025 9:23:45 AM

---

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

Dear Planning & Zoning Commission Members,

My family and I are residents of Dripping Springs and love our community. While we enjoy parks and hiking here locally, we have resorted to driving thirty minutes to Bee Cave to utilize gym space that meets our family's needs (providing an air conditioned space where each of our four kids can participate in a variety of sports simultaneously).

We strongly express our support for the Dripping Springs Sports Club's variance request to develop a 160,000 sq ft facility. This would be a benefit to hundreds of families in the area. As Dripping Springs continues to grow, having this sports club would be a place for families to connect, prioritize healthy lifestyles, develop sports related skills, and enjoy exercise. We would love to stay local and have these benefits rather than trek to Bee Cave and spend extra hours commuting in the car. Our community attracts families, and the Dripping Springs Sports Club would be an ideal place for families to gather and grow with its different court options, spaces to work out and play, and an on-site cafe to stay for snacks and a meal. My husband and I would love to take our family here.

Pickleball is the fastest growing sport in the nation, and with Dreamland's recent closure, Dripping Springs lost a huge percentage of its pickleball courts. One of our neighbors moved here from South Austin to retire and play pickleball there every evening. He now drives about thirty minutes to do so and can only do so a few times a week instead of remaining local to participate in his favorite sport every evening. Dripping Springs Sports Club would offer many pickleball courts - which provides exercise and fun for people of all ages. With our growing community and this sport's popularity, Dripping Springs Sports Club would meet an evident need.



Would you please consider approving this variance request on behalf of the Dripping Springs community members who would appreciate the many blessings it would offer? Thank you for your time and consideration.

Best regards,

Alycia VanDover  
500 Sue Peaks Loop  
Dripping Springs, TX 78620



619-391-8171

**From:** [REDACTED]  
**To:** [Planning](#)  
**Cc:** [drew@drippingsportsclub.com](mailto:drew@drippingsportsclub.com)  
**Subject:** Support for Dripping Springs Sports Club Variance Request  
**Date:** Thursday, April 10, 2025 4:21:43 PM

---

April 10, 2025

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

RE: Support for Dripping Springs Sports Club Variance Request

Dear Planning & Zoning Commission Members,

I am writing to express my strong support for the Dripping Springs Sports Club's variance request to develop a 160,000 sq ft facility.

A comprehensive sports facility in Dripping Springs would:

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
- Create jobs for Dripping Springs residents
- Reduce traffic on Highway 290
- Move activity time with family and friends increasing our value as a community

The proposed 160,000 sq ft facility is essential to accommodate the variety of courts, fitness areas, and amenities that our growing community needs. A smaller facility would not adequately serve the families of Dripping Springs.

I urge you to approve this variance request for the benefit of our community.

--

Mindi Smith-Zemanek

[REDACTED]



**From:** [REDACTED]  
**To:** [Planning; drew@drippingsportsclub.com](mailto:drew@drippingsportsclub.com)  
**Subject:** Support for DSSC  
**Date:** Thursday, April 10, 2025 2:47:16 PM

---

Dear Planning & Zoning Commission Members,

As a Dripping Springs resident and parent of two active children, I strongly support the Dripping Springs Sports Club's variance request to develop a 160,000 sq ft facility. My family currently drives to Bee Cave and South Austin multiple times weekly for volleyball, basketball, and pickleball activities. This means 8+ hours of driving time and late nights for my children on school nights.

A comprehensive sports facility in Dripping Springs would:

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
- Create jobs for Dripping Springs residents
- Reduce traffic on Highway 290

The proposed 160,000 sq ft is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community needs. A smaller facility would not adequately serve Dripping Springs families. I urge you to approve this variance request for the benefit of our community.

Sincerely,  
David Coraggio

April 10, 2025

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

Dear Members of the Planning & Zoning Commission:

I am writing in strong support of a variance approval for the construction of Dripping Springs Sports Club. As a Dripping Springs resident for over 16 years with four active children, I wish this would have come sooner! I have spent many hours on the road driving them to and from practices in Austin and if there were a closer option, those hours could have been utilized elsewhere. I believe this project warrants your favorable consideration as it addresses a significant gap in our local recreational infrastructure.

The significant travel burden:

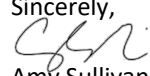
- Limits access for many families, particularly those with limited transportation options
- Adds substantial time commitments to already busy family schedules
- Creates unnecessary traffic and environmental impacts from extended commuting
- Reduces spontaneous recreational opportunities, especially for youth

Additionally, many high school teens drive themselves to practices far away and having them stay within Dripping Springs for late night practices would be so much nicer.

Aside from the travel burden, the proposed facility would provide numerous other benefits to our community:

1. **Improved Access to Fitness & Recreation:** Creating a local option would significantly increase accessibility for all residents, particularly youth, seniors, and those with transportation constraints.
2. **Enhanced Quality of Life:** Having quality recreational facilities within our community would foster greater physical activity, social connection, and overall well-being among residents of all ages.
3. **Family-Centered Community Development:** The facility would serve as a hub for family activities, youth sports, and community gatherings, strengthening our town's sense of community.
4. **Economic Benefits:** This facility would create local jobs, keep recreational spending within our community, increase property values, and potentially attract new residents seeking communities with quality amenities.

I strongly encourage you to approve this variance request, as it will serve the long-term benefits of this wonderful community.

Sincerely,  
  
Amy Sullivan



**From:** [REDACTED]  
**To:** [Planning](#)  
**Cc:** [drew@drippingsportsclub.com](mailto:drew@drippingsportsclub.com)  
**Subject:** We need the Dripping Spring Sports Club!  
**Date:** Friday, April 11, 2025 9:02:33 AM

---

Dear Planning & Zoning Commission Members of Dripping Springs,

I am emailing in hopes of gaining your support for a variance request on the size of the Dripping Springs Sports Club. My family moved to Dripping Springs 4 years ago and dove right into the amazing community and athletics scenes. We have 3 kids ages 7-11 that juggle 4 sports each. As you can imagine, the schedules are insane! One thing that would make our lives so much better would be less travel time to high quality facilities. Ready or not, the people are coming. We need a new high school, we need this sports facility, and frankly we need more outdoor softball/baseball/soccer fields as well, but one thing at a time. If someone is willing to step up and greatly improve the lives of the residents of Dripping Springs then we need to support it being done right from day one. The research shows that 160,000 square feet is what would be adequate and comparable to the thriving complexes that we are all driving to. This facility would help eliminate long commutes for hundreds of local families, it would keep spending within our local economy, reduce traffic on Highway 290 and also create jobs for Dripping Springs residents!

I urge you to approve this variance request for the benefit of our community.

Sincerely,  
Kristina Even  
(830) 660-8160

**Kristina LaFerrara Even**  
**830-660-8160**

**From:** [REDACTED]  
**To:** [Planning](#)  
**Cc:** [REDACTED]  
**Subject:** A Note in Support of The Dripping Springs Sports Club Proposal at Headwaters  
**Date:** Thursday, April 17, 2025 8:14:29 PM

---

Attention: Dripping Springs Planning and Development Department,

My name is John Stewart and My Wife Karen Stewart and I live at 228 Crescent Moon Ct here in the Headwaters Subdivision in Dripping Springs.

I'm writing to you in support of the Dripping Springs Sports Club. I believe the facilities and amenities that are planned for this Facility are overdue and desperately needed to service the growing community of fitness minded people and others here in Headwaters and surrounding community. The proposed Club will allow for access to a missing resource here at Headwaters: A Facility that embodies all things health and fitness. While the HUB Gym is present today: It growing worn and lacks the scale to service the full range of services desired. For this reason, today I have to travel to multiple locations to access desired services like wet areas, IR Spa as well as associated body work services like massage. The promise of the Club is to bring all these things under one roof at one location : accessible and close at hand.

For these reasons and more, Karen and I fully support the approval for the Sports Club being built and support current plans for the Facility design and location.

V/r,

John and Karen Stewart  
Headwaters Residents

Get [Outlook for iOS](#)

**To:** [planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com)

**Subject:** Opposition to Zoning Amendment – Case Number: VAR2025-002 (Dripping Springs Sports Club)

Dear Planning Department,

I am writing as a concerned resident to express my strong opposition to the proposed zoning amendment referenced in Case Number VAR2025-002, regarding the Dripping Springs Sports Club development.

The proposed removal of the 300-foot buffer zone that currently separates commercial activity from our residential neighborhood is deeply troubling. This buffer exists for a reason: to protect the peaceful, rural character of our community, preserve local wildlife habitats, and maintain the safety and privacy of nearby homeowners.

Canyonwood Road is a small, country road that was never intended to support increased commercial traffic. It is narrow, residential, and unsuited for the volume and type of traffic this expansion would bring. Since this property belongs to Headwaters, access should rightfully be routed through Headwaters Boulevard, which connects directly to Highway 290 and is equipped to handle such traffic. Directing business operations and visitors through Canyonwood would be unnecessarily disruptive and inappropriate.

Our neighborhood follows “dark sky” lighting practices to reduce light pollution and preserve our ability to enjoy the night sky. Increased lighting from commercial development would permanently alter the nighttime environment that many of us specifically moved here to enjoy.

In addition to concerns about noise, traffic, and light pollution, the buffer zone plays a critical role in protecting local wildlife, especially deer, and maintaining a vital strip of mature trees and natural vegetation. We are also deeply concerned about the placement of fencing—we ask for transparency: will it remain at least 300 feet from the easement, as currently required?

Another serious concern is the increased risk of trespassing. As more people gain access to the area, the likelihood of individuals crossing onto private property grows, creating safety and privacy issues for residents.

Should development proceed, we request that quiet hours be enforced during evening and overnight periods, and that commercial lighting be turned off or significantly dimmed after a reasonable hour, in keeping with the community’s dark sky policy.

We respectfully urge the Planning Department and City Council to deny the removal of the 300-foot buffer zone and to ensure that access is limited to appropriate infrastructure, such as Headwaters Boulevard—not Canyonwood.

Please protect the character, environment, and safety of our neighborhood.

Sincerely,

Brent and Shay White



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Dripping Springs Sports Club  
**Date:** Friday, April 18, 2025 5:54:04 AM

---

Good morning!

I'm Douglas Dyer. I live in Dripping Springs at 292 Moonlit Stream Pass.

This email confirms my support for the development of the Dripping Springs Sports Club, which will provide a needed expansion of facilities and amenities available to area residents. I fully support the development plan for DSSC and ask that you expedite its approval.

Sincerely,

Douglas L. Dyer  
512.500.3091

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Dripping Springs Sports Club  
**Date:** Monday, April 21, 2025 11:24:57 AM

---

Dear Planning & Zoning Committee Members,

As the DSHS Head Volleyball Coach since 2010 and Director of Austin Performance, I strongly support the Dripping Springs Sports Club variance request.

During my 14 years coaching in Dripping Springs, I've watched countless talented athletes sacrifice 8+ hours weekly commuting to training facilities in Austin. Several promising players have quit altogether because the travel burden became too much for their families.

Having coached in top-tier facilities across Texas, I can attest that the proposed DSSC design represents the ideal balance of functionality and Hill Country aesthetics.

What impresses me most about this proposal is how it respects our community's character while providing the facilities our growing population needs. The variance request strikes me as a reasonable accommodation to deliver a facility of genuine value to Dripping Springs.

I respectfully urge you to approve this variance, knowing it will directly benefit hundreds of student-athletes I've worked with over the years.

Sincerely,

Michael Kane  
Head Volleyball Coach, DSHS (since 2010)  
Co-Director, Austin Performance  
DS Resident

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Dripping Springs Sports Club  
**Date:** Monday, April 21, 2025 9:32:45 AM

---

Dear Planning Member(s):

My name is Steve Rapp, a proud Dripping Springs community member. My family and I have lived in the Dripping Springs area for 10 years and we have thoroughly enjoyed this community.

I write to you today to discuss the pending request regarding the proposal of the Dripping Springs Sports Club (DSSC) to build a 160,000 SF facility in the area. I strongly urge the committee to grant the variance beyond the current 100,000 SF limit. This facility will be a foundational element for the community, providing families with a location to exercise, socialize and participate in club sports year round. Currently, the community has disparate facilities that provide a piecemeal solution to a growing need here in Dripping Springs and the surrounding area.

Our daughter plays club volleyball and we often travel into Westlake and beyond to practice and compete. We have practiced recently in Bee Cave at the Hill Country Indoor (HCI) facility. While we were there, I was struck by the number of Dripping Springs community members who are members of HCI. Having a similar facility in Dripping Springs will be a benefit to the community members - alleviating them from driving outside of the DS area. The city will benefit from increased tax revenue from sales and property taxes.

I understand the concern of building a facility of this scale. Land and water are scarce and should be protected. I understand that the DSSC team are aggressively addressing these issues and have come up with an acceptable solution for the concerns of the city and its citizens. Additional traffic flow on 290 is a concern of mine, too. Given the demand for this community and its continued growth, concerns of population growth are real however it appears to be inevitable. Having a facility of this size is both necessary for future growth but also beneficial to the community as a whole.

DSSC's vision fits into the current culture of Dripping Springs and also can help address future growth of the area. I assure you that this facility is sorely needed and has been for quite some time. Honestly, I am shocked that something like this has not yet been constructed.

I strongly urge the members of the Planning Committee to approve DSSC's variance request and allow them to move forward with their project. Thank you for your time and consideration.

Sincerely,

Steve

--

Steve Rapp  
832-724-4225



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Dripping Springs Sports Club support  
**Date:** Thursday, April 17, 2025 9:47:56 PM

---

City of Dripping Springs,

My name is Rebecca Wallace and I live in the Headwaters community here in Dripping Springs.

I'm writing in support of the Dripping Springs Sports Club that is going to be built here soon. There is a huge need for a facility that has sports amenities for athletes and families of athletes. The health and wellness services, spa, chiropractic, and food services that will be provided are needed for Dripping Springs and the surrounding communities. In addition, the inclusion of childcare services within a club is paramount and a significant benefit for all members.

There are many in this community including myself that would benefit from this club and everything it offers so close to home. For this reason I fully support the DSSC project.

Thank you,  
Rebecca Wallace

April 18, 2025

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

**RE: Support for Dripping Springs Sports Club Variance Request**

Dear Planning & Zoning Commission,

As long-time Dripping Springs residents with three active children, we're writing to express our enthusiastic support for the Dripping Springs Sports Club's variance request to develop a 160,000 square foot facility.

Since moving to Dripping Springs in 2019, we've watched our community grow exponentially. Unfortunately, our recreational facilities haven't kept pace with this growth. Many families in our community spend countless hours driving to South Austin or Bee Cave for their kids' volleyball, basketball, and other sports activities. This means children doing homework in the car, eating dinner on the go, and often getting home late on school nights. It's a strain on family time and energy throughout our community.

As a family that deeply values fitness and a healthy lifestyle, we are particularly excited about having a best-in-class family-friendly fitness center right here in Dripping Springs. We look forward to being active members of this facility, where our high school and middle school children can participate in activities while we also maintain our own fitness routines. Having this comprehensive facility in our community would be transformative for families like ours who prioritize wellness and active living.

The proposed Sports Club would dramatically improve quality of life for local families by:

- Eliminating the 30-60 minute drives (each way!) that hundreds of Dripping Springs families currently make multiple times per week
- Providing much-needed court space for our community's expanding youth sports programs
- Creating a family-friendly gathering space where parents can work out while kids practice
- Keeping our time and money invested in our own community

The requested 160,000 square foot variance is not excessive—it's necessary to accommodate the variety of courts, fitness areas, and recreational spaces our growing community desperately

needs. A smaller facility would simply not meet the current demand, let alone serve our rapidly expanding population.

This project represents exactly the kind of thoughtful, community-focused development that Dripping Springs needs. We strongly urge you to approve this variance request for the benefit of local families and the long-term vitality of our community.

Sincerely,

Jonathan and Monica Moore  
346 Dally Court  
Dripping Springs, TX 78620  
[REDACTED]  
949-232-7316



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** DSSC / Headwaters East Development Comment  
**Date:** Friday, April 18, 2025 9:19:10 AM

---

To whom it may concern,

My name is Theodore Crawford, a resident in the Headwaters neighborhood. I wanted to reach out to the city with some concerns regarding the Headwaters East / Headwaters II development that's planned between Hwy. 290 West and Canyonwood Dr., backing up against the new Iron Willow Lp. lots in Headwaters.

We have seen the proposal from Oryx Development and have significant concerns regarding the size of the two proposed retail spaces (130,000 sq.ft. single story and 120,000 sq.ft. two story currently slated to contain the Dripping Springs Sports Club). Based on the "Concept B" plan we've seen, it appears these massive retail spaces will be <500' from the backyards of houses built on Iron Willow - wildly closer than anyone would reasonably be comfortable with. Beyond the planned proximity to new construction homes in the neighborhood, we have significant concerns regarding noise pollution and light pollution. While we're sure Oryx will comply with the letter of the law regarding Dark Sky compliance, there's no escaping the environmental impact of an 1800+ space parking lot and 300,000+ sq.ft. of retail and restaurant space a mere stone's throw from neighbors' backyards.

We understand that growth is necessary - desirable, even - and want to see the city continue to move forward and improve, but we believe the proposed location of the Dripping Springs Sports Club is untenable for neighbors in Headwaters and Canyonwood. We hope that the city will hear our voices and take into consideration the impact that this development will have on residents, both present and future. Not just with DSSC, but with a potential big-box retail space in the same development. What makes Dripping Springs unique is its commitment to respecting the spirit of the Hill Country. Preserving the landscape, hills, and beautiful sightlines - growing with the environment around us.

A massive big-box retail space and two-story sports complex being carved out of the hillside just a few hundred feet from people's backyards feels like a violation of the ethos of Dripping Springs. We hope that the city and developers will be amenable to finding a solution that's right for all parties involved, including the neighbors that will be directly affected by this development.

Thank you for your time and consideration!

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** DSSC / Headwaters East Development Comment  
**Date:** Sunday, April 20, 2025 5:53:00 PM

---

### To Whom It May Concern,

My name is Lynn Irby, and I'm a homeowner in the Headwaters neighborhood. I'm writing to express deep concern about the proposed Headwaters East / Headwaters II development planned between Highway 290 West and Canyonwood Drive—particularly its close proximity to the newly constructed homes along Iron Willow Loop.

After reviewing Oryx Development's "Concept B" proposal, many of us in the community are alarmed by the scale and location of the two large commercial structures: a 130,000 square foot single-story building and a 120,000 square foot two-story facility, intended to house the Dripping Springs Sports Club. These buildings would sit less than 500 feet from our backyards. That level of encroachment is not only concerning—it's unprecedented in our area.

Beyond the sheer size, we're also troubled by the potential for significant noise and light pollution. Even with adherence to Dark Sky ordinances, the environmental impact of a 1,800+ space parking lot and over 300,000 square feet of combined commercial space so close to residential homes cannot be ignored.

We understand and support thoughtful growth in Dripping Springs—development that enhances the community without compromising the very qualities that make this place special. However, placing a major sports facility and what could become a big-box retail space just a few hundred feet from established neighborhoods is, in our view, a misstep.

Dripping Springs has always prided itself on maintaining the character of the Hill Country—its views, its tranquility, its balance between nature and progress. Carving out a massive commercial hub in the hillside behind people's homes goes against that vision.

We urge the city and Oryx Development to reevaluate this plan and work collaboratively with the surrounding neighborhoods to find a more suitable location—one that accommodates future growth without sacrificing the integrity of our community or the well-being of its residents.

Thank you for your time, and for considering the voices of those who will be directly affected.

Sincerely,  
**Lynn Irby**  
Resident, Headwaters Neighborhood

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** DSSC support  
**Date:** Thursday, April 17, 2025 7:09:32 PM

---

DS city,

My name is Zach Wallace and I'm a resident at 347 Dayridge Drive here in Dripping Springs. I'm writing in support of the Dripping Springs Sports Club that it set to be built here near the headwaters community. I currently run a health and fitness business out of our community HOA gym and I work with roughly 20-25 people per week just here in the headwaters community alone. Not only in headwaters but in dripping springs as a whole, we have a large amount of health conscious individuals who go to many different clubs and gyms in the distant area to get their health and fitness needs met, and many families who have kids who participate in sports programs that (unfortunately) take them all over the greater Austin area when it could be done closer to home.

Our rapidly growing community faces a significant recreational gap. Families currently drive 30-60 minutes each way to facilities in Austin or Bee Cave for practices, games, and fitness activities. This means less family time, children doing homework in cars, late nights on school days, and unnecessary traffic on our roadways. Local teams struggle to find adequate practice spaces, often training in overcrowded or makeshift facilities.

These and other issues will be solved when Dripping Springs Sports Club is built and offers a one stop shop for everything from health and fitness, sports, meals, childcare, spa, and community fun among other things and ultimately the convenience of not having to travel so far for many different services and amenities.

I genuinely hope their plans are approved as they have set and I hope that the city understands the desperate need of a facility like this and the positive impacts that it will surely have on the kids and families of our city.

Thank you,

Zach Wallace  
M.S. Organizational Leadership  
B.S. Sports Medicine and Exercise Science  
NASM Performance Enhancement Specialist  
ISSA Nutritionist  
601-941-3618



Matthew Christian  
1108 Gato Del Sol Ave  
Austin, TX 78737  
April 15, 2025

Dripping Springs Planning & Zoning Commission  
661 W Highway 290  
Dripping Springs, TX 78620

RE: Requested variance for Dripping Springs Sports Club

To whom it may concern:

I would like to voice my support for the requested 160,000 sq.ft. size variance for the Dripping Springs Sports Club. As a resident of the area for the last 5 years, I have seen the explosion of growth in the area which is already putting a strain on currently available resources. Given the ongoing residential construction and the recent bond proposals for additional schools, both the public and private sectors expect a continuation of this growth in the coming years. This will only further strain the limited resources we have for the type of activities that DSSC is serving. Ultimately this will negatively impact our children as we will not have enough resources for the various recreational and school groups. As I grew up, youth sports were a large part of my life, and the lessons I learned about teamwork, fairness and perseverance have stuck with me throughout my life. It would be a tragedy if the children of DS were not given the same opportunities due to the lack of a decent facility in the local area.

Personally, I have nothing to gain from the DSSC receiving approval. I have no children, nor do I participate in the activities that DSSC will provide. However, even though I would not be a customer, it is easy for me to see why this is so important to the community and why this request should be granted.

Sincerely,

Matthew Christian  
(203) 650-7691  
[REDACTED]

April 16, 2025

Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

Dear Planning & Zoning Commission Members,

We are writing to express our strong support for the Dripping Springs Sports Club's variance request. As a family who is currently building a home in Dripping Springs, we are deeply invested in the future of this community.

We have three children who are all actively involved in sports, and we ourselves regularly attend fitness classes. We often travel far distances for practice, games, or workouts. These long drives create scheduling challenges, increase expenses, and take time away from other important family activities.

A facility like the Dripping Springs Sports Club would be a tremendous asset, not just for our family, but for so many others in similar situations. It would provide convenient access to fitness and recreational opportunities right in our backyard, encouraging healthier lifestyles and reducing the daily stress of commuting for activities.

Beyond the personal convenience, this facility would significantly enhance the quality of life in our growing community. It would offer a safe, supportive, and engaging environment for kids to build confidence and friendships through sports and give adults access to consistent fitness resources without needing to travel far.

This is exactly the kind of thoughtful development that makes a town like Dripping Springs even more desirable for families. We strongly urge you to approve the variance request and help bring this much-needed resource to our community.

Sincerely,  
Erika & Eric Fitzgerald

Erika - [REDACTED]; 512-497-4731

Eric - e [REDACTED]; 512-565-1714

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** DSSC/Headwaters East Development Comment  
**Date:** Friday, April 18, 2025 11:52:28 AM

---

My name is Crystal Faris, and I'm a resident of the Headwaters neighborhood. I wanted to take a moment to share some thoughts and concerns about the proposed Headwaters East / Headwaters II development between Hwy 290 West and Canyonwood Drive, particularly the area behind the new Iron Willow Loop lots.

Many of us have reviewed the plans shared by Oryx Development, and we're feeling uneasy about the scale of the two large retail structures being proposed — one at 130,000 sq. ft. and another two-story building at 120,000 sq. ft., which we understand is planned to house the Dripping Springs Sports Club. From what we've seen in the "Concept B" plan, these buildings would sit less than 500 feet from the backyards of Iron Willow homes — much closer than what most of us expected or would feel comfortable with.

In addition to the proximity, we're concerned about the potential for increased noise and light pollution. While we trust that the development will technically follow Dark Sky guidelines, the reality of a large parking lot with over 1,800 spaces and 300,000+ sq. ft. of commercial activity right next to residential homes is hard to ignore in terms of impact.

We understand and support thoughtful growth in Dripping Springs. It's a great place to live, and we want to see it thrive. But we also believe that this particular part of the plan — especially the placement of the Sports Club and potential big-box retail — doesn't quite align with the character and values that make this area special. Dripping Springs has always stood out because of its respect for the Hill Country landscape, its scenic beauty, and its strong sense of community.

A massive development of this scale and height, carved into the hillside just a few hundred feet from family homes, feels out of sync with that spirit. We hope that the city and developers will consider options that allow for growth while still respecting the surrounding neighborhoods and natural environment.

Thanks so much for your time and for listening to the perspective of local residents. We're hopeful that a balanced solution can be found — one that supports progress without compromising the unique charm of Dripping Springs.

Warm regards,  
Crystal Faris  
Headwaters Resident

Sent from my iPhone



Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

RE: Support for Dripping Springs Sports Club Variance Request

Dear Planning & Zoning Commission Members,

As a Dripping Springs resident, I support the Dripping Springs Sports Club's variance request to develop a 160,000 sq facility. We are behind other communities in our development of sports facilities beyond what is provided by DSISD.

I work with DSYS sports and we consistently run into shortages renting facilities from DSISD. We need additional facilities to offer competitive sports options for our youth and community.

A comprehensive sports facility in Dripping Springs would:

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
- Create jobs for Dripping Springs residents
- Enhance youth athletic options in the community

The proposed 160,000 sq is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community needs. A smaller facility would not adequately serve Dripping Springs families. I urge you to approve this variance request for the benefit of our community.

Sincerely,



Ryan Teague  
945 Hog Hollow Rd

**From:** [REDACTED]  
**To:** [Planning](#)  
**Cc:** [REDACTED]  
**Subject:** Feedback - Headwaters East Development Plan  
**Date:** Saturday, April 19, 2025 2:35:54 PM

---

To the Planning Department of Dripping Springs

My name is Andrea Cornelison and I'm a homeowner and resident in the Headwaters neighborhood. I'm reaching out to request that you consider our neighborhood when planning for the Headwaters East/Headwaters II development planned between Headwaters and Canyonwood.

I've reviewed the proposal from Oryx Development and have serious concerns about the scale and placement of the two planned retail spaces—one single-story at 130,000 sq. ft. and a two-story, 120,000 sq. ft. building currently slated for the Dripping Springs Sports Club. Based on the "Concept B" plan, these massive buildings would sit less than 500 feet from backyards on Iron Willow—far too close for comfort.

In addition to the proximity, I'm deeply concerned about the noise and light pollution this project will bring. Even with Dark Sky compliance, an 1,800+ space parking lot and over 300,000 sq. ft. of development will inevitably impact nearby homes and the natural environment.

I fully support thoughtful growth for Dripping Springs, but placing a large sports complex and potential big-box retail so close to established neighborhoods like Headwaters and Canyonwood feels incompatible with the character of the Hill Country. Dripping Springs is special because it values its landscape, quiet beauty, and the people who call it home.

I urge the city and developers to consider alternative solutions that respect the needs of both new projects and the neighbors who will be directly affected.

Thank you for your time and attention.

Andrea Cornelison  
Moonlit Stream Pass  
Dripping Springs, TX

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Hello! Headwaters - Oryx Development  
**Date:** Friday, April 18, 2025 1:40:10 PM

---

Hi there,

My name is Alexa Crawford, and I'm a homeowner in the Headwaters community. I'm reaching out to share some real concerns about the proposed Headwaters East / Headwaters II development—specifically the portion planned between Hwy 290 West and Canyonwood Drive, just behind the new homes on Iron Willow Loop.

After reviewing Oryx Development's proposal, I was surprised and concerned by the size and location of the two retail buildings being proposed—a 130,000-square-foot, single-story structure and a 120,000-square-foot, two-story building, currently intended to house the Dripping Springs Sports Club. According to the "Concept B" plan, these buildings would sit **less** than 500 feet from the backyards of Iron Willow homes. That feels uncomfortably close for development of this scale, especially in a neighborhood setting. Is this an oversight?

In addition to the proximity, there's a broader sense of unease among many of us about the ripple effects—things like increased noise, traffic, and lighting. While we appreciate that Dark Sky guidelines will likely be followed, the idea of an 1,800+ space parking lot and over 300,000 square feet of retail and dining space in such close range to existing homes raises some serious questions about long-term livability and environmental impact.

We fully support thoughtful growth and want to see Dripping Springs continue to thrive—but this particular proposal, especially with the inclusion of the DSSC and possibly a major retail anchor, feels like it could significantly alter the character of our community.

I hope that city officials and the development team will take the time to revisit this plan and consider the long-term effects on surrounding neighborhoods. Dripping Springs is so special because it's managed to grow while still preserving its natural beauty and Hill Country charm—we'd love to see that thoughtful balance maintained here as well.

Warmly,

Alexa Crawford

239-823-6046



**From:** [REDACTED]  
**To:** [Tory Carpenter](#); [Bill Foulds](#); [Planning](#)  
**Subject:** Opposition to Proposed Big Box Retail Development at Headwaters East  
**Date:** Monday, April 14, 2025 9:24:45 PM

---

Subject: Opposition to Proposed Big Box Retail Development at Headwaters East

To the Dripping Springs Planning and Development Department,

I am writing to express my deep concern and opposition regarding the proposed development of a large retail store on the Headwaters East parcel near the entrance to our neighborhood.

The proposed site is situated on one of the highest hills in the area, and the current design not only places a massive structure in a highly visible location, but also requires leveling the hill entirely. This kind of development is directly at odds with the City's stated priority in its Comprehensive Plan to:

*"Manage growth and development while prioritizing the preservation of the Hill Country character and the community's sense of place."*

Additionally, the noise, light pollution, and visual impact of a store of this size—especially with overnight operations and extensive parking infrastructure—would have a serious negative effect on the quality of life and property values for nearby residents. Other communities with similar developments have experienced significant disruptions when such buildings back directly onto homes.

There are alternative locations within Dripping Springs that would be more appropriate and less disruptive—places that do not require drastic topographical changes or put commercial operations directly in residents' backyards.

**It is also my understanding that this building will require a variance to move forward.** I urge the City to consider this request with caution and prioritize the long-term vision and well-being of the community over short-term development goals.

I respectfully ask the City and Oryx Development to pursue responsible growth that aligns with Dripping Springs' values and the expectations of its residents. Please consider alternate designs or locations that better preserve the natural beauty, quiet, and community character that brought so many of us to this area in the first place.

Thank you for your time and consideration.

Sincerely,  
 Kalyan Vaka  
 391 Moonlit Stream Pass, Dripping Springs TX  
 [REDACTED]

---

Kalyan

From: [REDACTED]

To: [Planning](#)

Date: Wednesday, April 16, 2025 7:57:31 PM

Subject: RE: Support for Dripping Springs Sports Club Variance Request

---

Dear Planning & Zoning Commission Members,

I am writing to express my strong support for the development of Dripping Springs Sports Club in Dripping Springs, Texas. As our community continues to grow, there is an increasingly urgent need for additional training and athletic spaces—particularly for youth sports such as volleyball and basketball.

Currently, Dripping Springs and Austin lack adequate indoor sports training facilities. Local families are often forced to travel long distances or compete for limited time slots in overcrowded gyms, hindering the athletic development and opportunities available to our children. A new gym would help fill this gap by providing a dedicated space for training, practices, camps, and competitive events, all of which are essential to fostering youth participation, discipline, teamwork, and long-term community wellness.

This facility would not only support the physical and social development of young athletes but would also serve as a vital community hub for families, coaches, and local sports organizations. It represents a critical investment in our youth and the future of Dripping Springs.

Thank you for your consideration and for supporting initiatives that elevate opportunities for our children.

Best,

Michelle

[TRFC Information About Brokerage Services](#)  
[TRFC Consumer Protection Notice](#)



**From:** [REDACTED]  
**To:** [Planning; drew@drippingsportsclub.com](mailto:drew@drippingsportsclub.com)  
**Subject:** RE: Support for Dripping Springs Sports Club Variance Request  
**Date:** Wednesday, April 16, 2025 4:18:39 PM

---

Dear Planning & Zoning Commission Members,

As a Dripping Springs resident of 4 years, we moved here from Houston with the intent to stay within our community for all activities, that has not played out as we had hoped. We have 2 daughters and spend hours in a car weekly getting them to practices in Bee Cave, West Lake, and occasional trips to Round Rock. We are leaving our community 3-4 times a week. There have been several times when the girls have had to leave after school practices early to get to there select sports practice on time. This can all be solves by allowing this variance request.

We strongly support the Dripping Springs Sports Club's variance request to develop a 160,000 sq ft facility. This facility would allow for much needed practice facilities in the area.

A comprehensive sports facility in Dripping Springs would:

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
  - Create jobs for Dripping Springs residents/Student
- Reduce traffic on Highway 290

The proposed 160,000 sq ft is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community needs. A smaller facility would not adequately serve Dripping Springs families.

I urge you to approve this variance request for the benefit of our community.

Thank you for your time,  
John and Sandra Taylor  
Sent from my iPhone

**From:** [REDACTED]  
**To:** [Planning](#)  
**Date:** Thursday, April 17, 2025 9:11:52 PM

---

My name is Deborah Wallace and I live at 347 Dayridge Dr. here in Dripping Springs.

I'm writing to you in support of the Dripping Springs Sports Club as I believe the facilities and amenities that they will offer the community are desperately needed.

I fully support the approval for this club being built and support their current plans for the facility design.

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Support for dripping springs sports club variance request  
**Date:** Wednesday, April 16, 2025 6:53:06 PM

---

Dear Planning & Zoning Commission Members,

As a long time Dripping Springs resident and parent of four active children, I strongly support the Dripping Springs Sports Club's variance request to develop a 160,000 sq ft facility.

For years my family has been driving for extended periods of time to attend their extracurricular activities, practices, games and tournaments. None of those, however, are in the city of Dripping Springs. This new facility would be a huge benefit for the community of Dripping Springs. I strongly believe this development would be essential with the growth that is happening to our community. I believe the following would have long term benefits for our city and community.

- Eliminate long commutes for hundreds of local families
- Keep spending within our local economy
- Create jobs for Dripping Springs residents
- Reduce traffic on Highway 290

The proposed 160,000 sq ft is necessary to accommodate the variety of courts, fitness areas, and amenities our growing community needs. A smaller facility would not adequately serve Dripping Springs families.

I would urge you to approve this variance request for the benefit of our community.

Sincerely,

**Katie Mattioda**



**From:** [REDACTED]  
**To:** [Planning](#)  
**Cc:** [drew@drippingsportsclub.com](mailto:drew@drippingsportsclub.com)  
**Subject:** Support Letter for Dripping Sports Club  
**Date:** Wednesday, April 16, 2025 3:51:03 PM

---

Dear Members of the Dripping Springs City Council,

I am writing to express my strong support for the proposed Dripping Sports Club project. As a local resident and active member of the Dripping Springs community, I believe this initiative would meet a vital need for our families and youth.

Currently, there is a significant lack of accessible, high-quality sports and recreational facilities in our area. Families are routinely driving 30 to 60 minutes to Austin or Bee Cave just to access volleyball leagues, basketball courts, pickleball games, fitness classes, and wellness activities. These drives not only strain schedules but also limit many families from participating altogether due to time, cost, or safety concerns. That is tens or hundreds of hours of cumulative wasted time driving in the car and clogging up the roads around Dripping and neighboring cities rather than actually getting healthy

Dripping Sports Club would provide an incredible local solution — a dedicated space for volleyball, basketball, and pickleball, as well as fitness and wellness programs, and even an adventure park. This vision supports our physical health, mental well-being, and the kind of active, family-friendly lifestyle that makes Dripping Springs such a desirable place to live.

As a community member based out of Belterra, I have personally experienced the difficulty of finding consistent opportunities for sports and adult fitness close to home.

Beyond recreation, this project would become a vital community hub — a place where kids build teamwork, parents find support, and neighbors connect in healthy, meaningful ways.

I urge the City Council to support this project and any associated expansion. Dripping Springs needs this, and our families deserve it.

Thank you for your time and consideration.

Graham J Westbrook

April 15, 2025  
Planning & Zoning Commission  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

## **RE: Support for Dripping Springs Sports Club Variance Request**

Dear Members of the Planning & Zoning Commission,

As a fellow resident of Dripping Springs and a parent of 4 school-aged kids, I'm writing to voice my enthusiastic support for the Dripping Springs Sports Club's request for a variance to move forward with their proposed 160,000 sq ft facility.

Like many families in the area, we often find ourselves driving well outside of town—to Bee Cave, Buda, and beyond—for our kids to participate in sports like indoor volleyball, sand volleyball, and basketball. These trips add up to hours on the road each week, and it's exhausting for both parents and kids, especially on school nights.

Having a fully equipped sports complex right here in Dripping Springs would be a game-changer. It would:

- Greatly cut down on commute times for countless local families
- Provide new employment opportunities for our kids & locals
- Lighten the load on Highway 290 traffic

The proposed size of the facility is appropriate and necessary to meet the diverse needs of our growing population. Anything smaller simply wouldn't be able to provide the variety of programs and space that families here truly need.

Please consider approving this variance—it's an investment in the well-being, health, and future of Dripping Springs.

Thank you for your time and dedication.

Sincerely,

Matt Hugo

417 S Canyonwood

Dripping Springs, TX 78620

[REDACTED]

832-725-5848



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Variance request for DSSC  
**Date:** Wednesday, April 16, 2025 6:18:22 PM

---

Dear Planning & Zoning Commission Members,

As a Dripping Springs resident and parent of two active young kids, I strongly support the Dripping Springs Sports Club's variance request to develop their 160,000 SF facility. The variety of courts, fitness areas, and multiple amenities are exactly what our community needs.

I have coached many of my son's sports teams and we have often had to drive to Bee Cave or other surrounding areas because Dripping Springs isn't yet able to accommodate our needs. With the rapid growth of our community, this need only increases. I would love to see Drip have the same success that our neighboring communities have had by building this type of facility.

A comprehensive sports facility in Dripping Springs would:

- Provide space and accommodations for various youth sports
- Create more jobs for our residents
- Eliminate long commutes to other facilities
- Keep spending within our local economy
- Reduce traffic on 290

Please consider approving this variance request for the betterment of our growing community.

Sincerely,

Travis Reynolds  
Belterra Resident

[REDACTED]  
(469) 853-3299

**From:** Rene Sandoval  
**To:** [Planning](#)  
**Cc:** [Drew Rose](#)  
**Subject:** DSSC Variance Increase Request  
**Date:** Wednesday, April 16, 2025 10:05:38 AM

---

Requesting your consideration to increase the variance limit to 160 sqft needed for the future site of DSSC. This state of the art facility will bring volleyball, basketball & pickleball courts, fitness and wellness and an adventure park to Dripping Springs.

There is nothing like this in the local area and would add a huge benefit to the local community. An establishment for all ages to gather, celebrate and share in future memories. A place to heal, strengthen and monitor future athletes.

This facility only brings benefits to our community, is absolutely need.

Please approve the variance increase as we within the community support, trust and welcome this new adventure.

r/  
René Sandoval

**From:** Mike Bingham  
**To:** [Planning](#)  
**Date:** Wednesday, April 16, 2025 1:12:13 PM

---

Dear Planning & Zoning Commission Members,

As a Dripping Springs resident and widowed single parent of two active children, I strongly support the Dripping Springs Sports Club's request to develop a 160,000 sq ft facility.

My family currently drives to several facilities in different areas of town for sports, fitness and activities. The existing facilities are inadequate and do not reflect the community needs or the demand. A comprehensive sports facility in Dripping Springs could reduce commutes for hundreds of local families and keep spending within our local economy, while creating jobs and providing a centralized hub for the community to engage in family activities.

I urge you to approve this variance request for the benefit of our community.

Sincerely,

Mike Bingham



**From:** Jennifer Moreno  
**Subject:** Oryx proposal to build adjacent to Headwaters  
**Date:** Thursday, April 10, 2025 10:25:59 AM

---

Hi,

As a resident of the Headwaters community, I'm writing to voice concern about the potential plans by Onyx to build a large store adjacent to the Headwaters East parcel <[https://oryxdevelopment.com/downloads/headwaters-east.pdf?fbclid=IwY2xjawJjnfZleHRuA2FlbQIxMAABHliby3YtsEypxmyBcgrHsFTILDfg3-RbOI18ms\\_kOUJ3Mk4fm7uDVJwh8k8N\\_aem\\_Akw0Yw39jzDuxfl6TCHXw](https://oryxdevelopment.com/downloads/headwaters-east.pdf?fbclid=IwY2xjawJjnfZleHRuA2FlbQIxMAABHliby3YtsEypxmyBcgrHsFTILDfg3-RbOI18ms_kOUJ3Mk4fm7uDVJwh8k8N_aem_Akw0Yw39jzDuxfl6TCHXw)> at the front of the Headwaters development. What was once designed as smaller office buildings on the edge of the future "Station at Headwaters" is now potentially going to be a big box store that backs up directly to the houses on Iron Willow Loop.

My biggest concern for our community (and the city) is the light pollution and nighttime noise from operations. This is a "dark sky community" and this development would be a direct contradiction to that idea.

The designed development does not align with the first priority of the City's Comprehensive Plan: "Community Character - Manage growth and development while prioritizing the preservation of the Hill Country character and the community's sense of place."

It would be a detriment to the quality of life we all moved here for.

We hope you consider halting the plans of developing such a large store, especially one that operates at night.

Thank you,  
Jennifer

Jennifer Moreno  
972-567-3576  
Moonlit Stream Pass, Dripping Springs, TX 78620

**From:** Harsh Singh  
**To:** [Planning](#)  
**Subject:** Proposed Phase 2 for HW Commercial Development  
**Date:** Friday, April 18, 2025 5:55:52 PM

---

To whom it may concern,

My name is Harsh Singh, a resident in the Headwaters neighborhood. I wanted to reach out to the city with some concerns regarding the Headwaters East / Headwaters II development that's planned between Hwy. 290 West and Canyonwood Dr., backing up against the new Iron Willow Lp. lots in Headwaters.

We have seen the proposal from Oryx Development and have significant concerns regarding the size of the two proposed retail spaces (130,000 sq.ft. single story and 120,000 sq.ft. two story currently slated to contain the Dripping Springs Sports Club). Based on the "Concept B" plan we've seen, it appears these massive retail spaces will be <500' from the backyards of houses built on Iron Willow - wildly closer than anyone would reasonably be comfortable with. Beyond the planned proximity to new construction homes in the neighborhood, we have significant concerns regarding noise pollution and light pollution. While we're sure Oryx will comply with the letter of the law regarding Dark Sky compliance, there's no escaping the environmental impact of an 1800+ space parking lot (which will mostly be empty most of the time) and 300,000+ sq.ft. of retail and restaurant space a mere stone's throw from neighbors' backyards.

We understand that growth is necessary - desirable, even - and want to see the city continue to move forward and improve, but we believe the proposed location of the Dripping Springs Sports Club is untenable for neighbors in Headwaters and Canyonwood.

We hope that the city will hear our voices and take into consideration the impact that this development will have on residents, both present and future. Not just with DSSC, but with a potential big-box retail space in the same development. What makes Dripping Springs unique is its commitment to respecting the spirit of the Hill Country, which is why many of us have moved out here. Preserving the landscape, hills, and beautiful sightlines - growing with the environment around us.

A massive big-box retail space and two-story sports complex being carved out of the hillside just a few hundred feet from people's backyards feels like a violation of the ethos of Dripping Springs. We hope that the city and developers will be amenable to finding a solution that's right for all parties involved, including the neighbors that will be directly affected by this development.

Thank you for your time and consideration!

Harsh Singh  
C: 510-691-4360

**From:** Aimee Reynolds  
**To:** [Planning](#)  
**Cc:** [drew@drippingsportsclub.com](mailto:drew@drippingsportsclub.com)  
**Subject:** Proposed Variance Request for DSSC  
**Date:** Wednesday, April 16, 2025 6:21:30 PM

---

Dear Planning & Zoning Commission Members,

As a Dripping Springs resident and busy parent of two young kids who are fully immersed and active in the community, I strongly support the Dripping Springs Sports Club's variance request to develop their 160,000 SF facility. I believe their proposed square footage is necessary to accommodate the various sport courts, fitness areas, and multiple amenities that DSSC will offer.

My family and so many others would benefit greatly by having a facility like DSSC in our community. I have had to drive to Westlake, Bee Cave, and Lakeway for years for various sports and supplemental sport-related classes for both of my kids.

Additionally, in the 9 years we've lived here, I have volunteered as a Girl Scout leader, a DSYSA coach and a member of the DSYSA Cheer Board. The common issue among every organization was always location and the lack of options for meetings, practices, and fundraising events. This need only increases with the continuous and rapid growth in our community.

A comprehensive sports facility in Dripping Springs would:

- \* Allow location opportunities for local volunteer-based organizations
- \* Create more jobs for Dripping Springs residents
- \* Provide a safe place for residents of all ages to improve their health and wellness
- \* Encourage more family time
- \* Keep spending within Dripping Springs vs. surrounding areas
- \* Reduce traffic on 290 by limiting the need to travel to surrounding communities

Please consider approving this variance request for the betterment of our growing community.

Sincerely,

Aimee Reynolds



Belterra Resident

[REDACTED]

(214) 364-5637

**From:** Holly Newman  
**To:** [Planning](#)  
**Cc:** [Drew Rose](#)  
**Subject:** RE: Support for Dripping Springs Sports Club Variance Request  
**Date:** Wednesday, April 16, 2025 11:24:12 PM

---

Dear Planning and Zoning Commision Members,

I'm writing to support the variance needed for the Dripping Springs Sports Club Variance Request for a 160,000 sq. ft. facility.

As a resident of DSISD with four children, during the busiest sports seasons, my family spends 2-3 nights a week and each weekend driving to Lakeway, Round Rock, South Austin, and beyond to allow them to participate in competitive youth programs and utilize other recreational facilities for practices, training and games.

There are not enough facilities in the Dripping Springs area to accommodate our kids and community's current and future recreational needs. Due to the lack of infrastructure and facilities, we are forced to drive and look elsewhere for programming not currently provided in our area.

Having a local facility of this size and caliber would positively impact our community:

- \* Keeping families and their business/support in Dripping Springs
- \* More quality time with our families rather than in traffic
- \* Allowing for additional programming currently not available, like in neighboring towns with Hill Country Indoor, Westlake Athletic Center, St. Michael's Academy, Lifetime Fitness, etc., we do not have this type of offering in Dripping Springs - that is family and youth-centered.
- \* Allowing for a healthy space for our children and families to grow, play and stay healthy together - we need more spaces for our kids, youth and young adults to have a healthy environment in which to grow and find community.

I urge you to allow the variance for the 160,000 sq. ft. facility to further enrich the community of Dripping Springs and continue to build upon our city's incredible foundation.

If you have any questions, please contact me directly.

Sincerely,  
Holly Newman  
578 Stone River Drive  
Austin, TX 78737  
281-881-9967

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Concerns About VAR2025-002 - Dripping Springs Sports Club Proposal  
**Date:** Friday, May 9, 2025 8:10:10 PM

---

Dear Planning Department,

I am Lori Cable, residing at 203 Tierra Trail, Dripping Springs, TX 78720, in the Headwaters community. I am writing to express my apprehension regarding the proposed Headwaters East/Headwaters II development, specifically the Dripping Springs Sports Club, located between Hwy. 290 West and Canyonwood Dr., near the new Iron Willow Loop lots.

The proposal by Oryx Development includes two large retail structures—a 130,000 sq.ft. single-story building and a 160,000 sq.ft. two-story facility intended for the Sports Club. According to the “Concept B” plan, these structures would be approximately 300 feet from the backyards of homes on Iron Willow Loop, an uncomfortably close distance for residents.

My primary concerns include the potential for significant noise and light pollution. While I trust Oryx Development will adhere to Dark Sky regulations, the sheer scale of the project—over 300,000 sq.ft. of retail and restaurant space paired with an 1,800+ space parking lot—will inevitably impact the surrounding environment. This proximity to residential areas threatens the tranquility and aesthetic that define our community.

I support responsible growth in Dripping Springs and value the city’s progress. However, the current location and scale of the proposed Sports Club, alongside the potential for a big-box retail space, seem incompatible with the needs of Headwaters and Canyonwood residents. The Hill Country’s unique charm lies in its preserved landscapes, rolling hills, and thoughtful integration with the natural environment. A large-scale retail and sports complex carved into the hillside so close to homes feels counter to this ethos.

I urge the city to consider the long-term impact of this development on current and future residents. I respectfully request that the Planning Department work with developers to explore alternative solutions that balance growth with the well-being of the community, ensuring Dripping Springs remains a place where development respects its natural and cultural heritage.

Thank you for your attention to this matter and for considering the concerns of local residents.

Sincerely,



Lori Cable  
203 Tierra Trail  
Dripping Springs, TX 78720

Lori Cable  
NMLS # 1417699  
310.614.4135

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition Comment Regarding VAR2025-002 - Dripping Springs Sports Club  
**Date:** Thursday, May 8, 2025 3:27:23 PM

---

To whom it may concern,

My name is Caroline Agrawal. I am a resident in the Headwaters neighborhood. I wanted to reach out to the city with some concerns regarding the Headwaters East / Headwaters II development that's planned between Hwy. 290 West and Canyonwood Dr., backing up against the new Iron Willow Lp. lots in Headwaters.

I have seen the proposal from Oryx Development and have significant concerns regarding the size of the two proposed retail spaces (130,000 sq.ft. single story and 160,000 sq.ft. two story currently slated to contain the Dripping Springs Sports Club). Based on the "Concept B" plan we've seen, it appears these massive retail spaces will be ~300' from the backyards of houses built on Iron Willow - wildly closer than anyone would reasonably be comfortable with. Beyond the planned proximity to new construction homes in the neighborhood, we have significant concerns regarding noise pollution and light pollution.

While we're sure Oryx will comply with the letter of the law regarding Dark Sky compliance, there's no escaping the environmental impact of an 1800+ space parking lot and 300,000+ sq.ft. of retail and restaurant space a mere stone's throw from neighbors' backyards. We understand that growth is necessary - desirable, even - and want to see the city continue to move forward and improve, but we believe the proposed location of the Dripping Springs Sports Club is untenable for neighbors in Headwaters and Canyonwood. We hope that the city will hear our voices and take into consideration the impact that this development will have on residents, both present and future. Not just with DSSC, but with a potential big-box retail space in the same development.

What makes Dripping Springs unique is its commitment to respecting the spirit of the Hill Country. Preserving the landscape, hills, and beautiful sightlines - growing with the environment around us. A massive big-box retail space and two-story sports complex being carved out of the hillside just a few hundred feet from people's backyards feels like a violation of the ethos of Dripping Springs. We hope that the city and developers will be amenable to finding a solution that's right for all parties involved, including the neighbors that will be directly affected by this development.

Thank you for your time and consideration!

Caroline Agrawal  
512-968-8118

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition Comment Regarding VAR2025-002 - Dripping Springs Sports Club  
**Date:** Thursday, May 8, 2025 9:26:01 AM

---

Hello,

My name is Joe Anna Haydon, and I am a resident in the Headwaters neighborhood. I am reaching out to the city with some concerns regarding the Headwaters East / Headwaters II development.

We in the community have seen the proposal from Oryx Development and have significant concerns regarding the size of the two proposed retail spaces.

Based on the "Concept B" plan, these retail spaces will be 300' from the backyards of houses built on Iron Willow. Beyond the planned proximity to new construction homes in the neighborhood, we have concerns regarding noise and light pollution.

Surely Oryx will comply with the letter of the law regarding Dark Sky compliance, but there is no escaping the environmental impact of an 1800+ space parking lot and 300,000+ sq.ft. of retail and restaurant space a mere stone's throw from neighbors' backyards.

Growth is necessary and I want to see the city continue to move forward and improve; however, we believe the proposed location of the Dripping Springs Sports Club is untenable for neighbors in Headwaters and Canyonwood.

We hope the city will hear our voices and consider the impact this development will have on residents, present and future. What makes Dripping Springs unique is its commitment to respecting the spirit of the Hill Country.

A two-story sports complex carved into the hillside a few hundred feet from people's backyards feels like a violation. We hope the city and developers will be amenable to finding a solution that works favorably for all parties involved, including the neighbors directly affected by this development.

Thank you for your time and consideration!

Kindest regards,  
Joe Anna Haydon



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition Comment Regarding VAR2025-002 - Dripping Springs Sports Club  
**Date:** Friday, May 9, 2025 9:49:53 PM

---

To whom it may concern,

My name is Claire Tran, a resident in the Headwaters neighborhood. I wanted to state my concern with the variance application for the Dripping Springs Sports Club. The proposed 160,000 square foot two-story space (which is listed as 200,000 square feet on its website [drippingsports.com](https://drippingsports.com)) carves out hillside and creates an imposing structure that does not respect the spirit of Dripping Springs.

Although not part of this variance application, it is important to consider this variance along with the Concept B from Oryx Development which proposes an adjacent single story retail space of 130,000 square feet. The combined 1,800+ space parking lot and 300,000+ square foot of retail space will create a sterile commercial area out of line with Dripping Springs' commitment to preserve the landscape, hills and beautiful sightlines of the Hill Country. The sports center could be designed within the allowed 100,000 square feet and still provide the stated benefits to the community. Exceeding allowed building size also creates greater noise and light pollution, negatively impacting our Dark Sky community and the well-being of the Headwaters and Canyonwood residents in close proximity to the retail spaces. Allowing the area to be over developed will push the gateway into the Hill Country further west and make Dripping Springs feel like Austin's shopping exurb.

I hope that the city and developers will be amenable to finding a solution that is within the currently permitted square footage.

Thank you for your time and consideration!

Regards,  
Claire

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to VAR2025-002 DS Sports Club  
**Date:** Thursday, May 8, 2025 11:14:17 AM

---

Good morning,

My name is Kelsey Payne and I am both a current resident of Headwaters, as well as a future resident of the newest section of Headwaters which will back up to the proposed Dripping Springs Sports Club. I wanted to reach out with concerns about that development project be planned between Hwy 290 West and Canyonwood Dr, which will back up against the new Headwaters lots on Iron Willow Loop.

I have seen the proposal from Oryx Development and have significant concerns regarding the size of the two proposed retail spaces (130,000 sq ft single story + 160,000 sq ft two story). Based on the "Concept B" plan, it appears these massive spaces will be approximately 300 feet from the backyards of our houses going onto Iron Willow. This is wildly closer than anyone would reasonably be comfortable with. Beyond the planned proximity to our new construction homes in Headwaters, I am also concerned with noise and light pollution. While Oryx will certainly comply with the letter of the law for the Dark Sky ordinance, there is no escaping the environmental impact of an 1800+ space parking lot and a 300,000+ sq ft retail/commercial/restaurant space - all a mere stone's throw away from our backyards.

To be clear - I support having a sports club there. It's a family friendly, health-oriented, value-add feature to Dripping Springs. But the location and proximity to houses is untenable. **I hope the city will listen to feedback and NOT grant the variance requested, but restrict the club to a more reasonable size.**

Thank you for your time and consideration,

--

Kelsey Payne

[REDACTED]  
737-308-2629

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Upcoming variance request - recommendation for VAR2025-002, Dripping Springs Sports Club  
**Date:** Monday, May 26, 2025 8:46:35 PM

---

Hello,

I'm writing in SUPPORT of the upcoming variance request for the 160,000 Sq Ft two story retail space- Dripping Springs Sports Club, within Headwaters.

This space is desperately needed and the facility will bring a tremendous amount of excitement and energy to the area, leading to elevated sales and success at all the retail spaces nearby.

I'm a resident within Headwaters, and while many may oppose the structure, the pros certainly outweigh the cons, and I'm very confident the space will serve the Dripping Springs community well for many years to come.

Please take this as a strong vote of support for the variance and construction of the club.

Thank you-  
David & Martha Coraggio  
249 Townes Court  
Dripping Springs, TX, 78620



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Support Comment: VAR2025-002 DS Sports Club  
**Date:** Tuesday, May 27, 2025 7:31:46 AM

---

To Whom It May Concern-

I am a current homeowner in Headwaters and would like to express my **support for the proposed variance to enable the construction of DS Sports Club**. I have no relationship, financial or otherwise, to the proposed business.

I certainly have concerns about future development in general, and I suspect those concerns are similar to those opposed to this specific variance. However, I also recognize that growth is unavoidable and if implemented in a sustainable and thoughtful way, it can preserve the charm of this great area while also continuing to support local investment and enjoyable experiences.

Given the nature of the proposed business and the benefits it will bring to the community, a variance seems reasonable in this context.

Respectfully,

Adam Lindemuth

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Vote NO on the variance for DSSC  
**Date:** Tuesday, May 27, 2025 9:57:59 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please

deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Donna Beckley  
605 Bending Oak Dr (Sunset Canyon Resident)  
703-473-2424



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Wednesday, May 28, 2025 1:15:32 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents.

For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Bill & Patty Rodriguez  
701 N. Canyonwood Dr. Dripping Springs, TX 78620  
[REDACTED]  
512-806-3560

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Letter of Support - Dripping Springs Sports Club  
**Date:** Wednesday, May 28, 2025 2:42:22 PM

---

To the Dripping Springs City Council,

My name is Kent Broom, I'm 27 years old and I live in Dripping Springs with my wife, Shelby. As a young married couple, we're building our life and future here—and one major gap we've experienced is access to high-quality fitness and sports facilities for ourselves and our future family.

Currently, we have to drive 15 minutes each way to Belterra just to work out at Gold's Gym. This daily commute isn't sustainable, and the local options within Dripping Springs simply don't meet the needs of younger families. The YMCA, while appreciated, lacks the space, modern equipment, and energy that an ideal family-oriented fitness center should provide.

That's why we are incredibly excited about the Dripping Springs Sports Club. This is exactly the kind of one-stop facility our community needs—a place that brings people together through fitness, sports, and fellowship. In talking with many of our neighbors, specifically growing families and young adults, in Big Sky Ranch, we've found overwhelming support and shared excitement about this project.

Approving the variance to allow the full vision of the club to come to life would be a huge step forward for the entire Dripping Springs community. It's more than a building in our minds—it's an investment in the health, connection, and quality of life for current and future families in Dripping Springs and Hays County.

Thank you for your consideration.

Sincerely,

Kent Broom

Dripping Springs Resident

370 Sue Peaks Loop, Dripping Springs, TX 78620



**From:** [REDACTED]  
**To:** [Planning](#); [Bill Foulds](#); [Taline Manassian](#); [Sherrie Parks](#); [Travis Crow](#); [Geoffrey Tahuahua](#); [wking@cityofdrippingspeings.com](mailto:wking@cityofdrippingspeings.com)  
**Subject:** DSSC Variance Request- OPPOSITION!  
**Date:** Wednesday, May 28, 2025 4:50:26 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to DENY - or at the very least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - **twice** the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building **sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.**

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is **inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous** light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact :

**Water water water water water water water!!!!!!!**

Dripping Springs and the Sunset Canyon neighborhood are under **extreme drought conditions. Most of the sunset canyon homes rely on well water and or have experienced their wells drying up.**

Approving such a massive scale development is complete and utter negligence on the city and county with no regard to the existing communities.

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this

scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances.

Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, **please deny this variance** - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Sarah Eisenstadt

510 Terrace canyon Drive

Dripping Springs, TX 78629

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Wednesday, May 28, 2025 5:15:38 PM

---

Subject: Opposition to DSSC Variance Request

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.



We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,  
Elaine Casados  
607 Bending Oak Drive  
Dripping Springs, TX. 78620  
775 771-8951

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Wednesday, May 28, 2025 5:33:12 PM

---

Dear Mayor and City Council Members,

My name is Alie Cline, and I have lived in Sunset Canyon North since 2021. My husband and I moved here from Austin because we love the semi-rural yet close-knit community of Dripping Springs. Our property is truly our dream home - but the tranquility that we have enjoyed the past four years is being threatened by the Dripping Springs Sports Club variance request.

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

#### 1. Extraordinary scale and proximity

At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

#### 2. Light and noise pollution

DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

#### 3. Environmental impact

Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

#### 4. Dangerous precedent

If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq.

ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter. Please help us preserve the character and small town feeling that has drawn so many to our wonderful community.

Sincerely,

Alie Cline  
1042 Windmill Dr  
Dripping Springs, TX 78620  
703-203-6291



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition of DSSC variance  
**Date:** Wednesday, May 28, 2025 5:50:54 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Best,  
 Cheyenne Hennessy  
 Dripping Springs, 78620

239.878.0440

Sent from my iPhone

Sent from my iPhone

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Wednesday, May 28, 2025 6:11:03 PM

---

Dear Mayor and City Council Members,

Thank you for your attention to the proposed variance for the Dripping Springs Sports Club (DSSC) in the Headwaters PDD6 zoning district. I am writing to respectfully request that you deny, or at minimum, further postpone the approval of this variance, which would permit a 160,000 sq. ft. structure.

As you know, the PDD6 district was previously granted an exception allowing structures up to 100,000 sq. ft., already double the city's standard limit. The current request for an additional 60,000 sq. ft. has come as a surprise to the residents of Headwaters and Sunset Canyon, particularly given the significant size already permitted.

I urge you to consider the following key concerns in your decision:

**\*\*Scale and Proximity:\*\*** The proposed 160,000 sq. ft. DSSC, with a 65,000 sq. ft. footprint, would be comparable in size to major retailers like Home Depot (120,000 sq. ft.) and substantially larger than HEB (70,000 sq. ft.). Unlike these commercial anchors, this large-scale building is planned for a location immediately adjacent to homes in Headwaters and Sunset Canyon, situated on a 1,300 ft. hill in close proximity to residents' backyards.

**\*\*Light and Noise Pollution:\*\*** The current design for DSSC includes approximately 1,000 parking spaces, which inherently means a significant amount of lighting, even before potential future expansion. An 8' wooden fence is unlikely to adequately screen a three-story, 50-foot tall building. Residents anticipate noise issues echoing across the hillside, as well as considerable light intrusion from the parking areas, outdoor courts, and the building itself. While Dark Sky compliance is a positive step, it alone may not prevent disruptive light trespass, and the proposed screening appears insufficient.

**\*\*Environmental Impact:\*\*** The plans indicate that only 10 of the over 600 native trees surveyed will be preserved. This minimal landscaping does not align with the desire to maintain the character of Dripping Springs. DSSC and Oryx have had the opportunity to meet the updated tree preservation standards but have chosen not to, which raises concerns about their commitment to integrating the facility thoughtfully into the Hill Country environment and surrounding neighborhoods.

**\*\*Precedent:\*\*** Granting this exception to existing size limits, which were established to prevent exactly this type of scenario, would set a concerning precedent for future development. If DSSC cannot operate effectively within the 100,000 sq. ft. limit—which was already a substantial variance granted nearly a decade ago—it suggests that the scale of the project may be inappropriate for this location, and a downscaling or relocation should be considered.

We appreciate the Council's recent one-month postponement and the DSSC team's willingness to address basic city requirements. However, the measures taken to date do not adequately address the concerns of nearby residents. For the sake of our community's health, safety, and



preservation, I respectfully request that you deny this variance. Alternatively, a further postponement would allow essential stakeholders the opportunity to develop a plan that appropriately balances city standards with the well-being of the neighboring residents.

Thank you for your time and careful consideration of this important issue.

Sincerely,  
Jonathan Thomas  
Headwaters Owner and Resident

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Wednesday, May 28, 2025 6:53:22 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please

deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Angela Evans  
205 N Canyonwood Dr (Sunset Canyon)  
512-636-3091  
[REDACTED]

[Sent from AT&T Yahoo Mail for iPhone](#)



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Wednesday, May 28, 2025 7:02:00 PM

---

Dear Mayor and City Council Members,

I am a resident of the City of Dripping Springs. I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

#### Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

#### Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

#### Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

#### Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient

to protect the Hill Country's character and nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Shubharthi Barua  
Headwaters resident

[Sent from Yahoo Mail for iPhone](#)

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Wednesday, May 28, 2025 8:04:57 PM

---

### Feel free to make it more personal... I did for the first and last paragraph

My name is Jonathan Laufman and we bought our land in 2020. My wife, family and I moved here because we love the semi-rural yet close-knit community of Dripping Springs. Our property is truly our dream home - but the tranquility that we have enjoyed the past few years is being threatened by the Dripping Springs Sports Club variance request.

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter. Please help us preserve the character and small town feeling that has drawn so many to our wonderful community.

Sincerely,  
Jonathan Laufman

234 Smoke Tree Cir  
Dripping Springs, TX 78620



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Wednesday, May 28, 2025 8:36:13 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient

to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Jamie Biel

Sunset Canyon North

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Wednesday, May 28, 2025 9:04:56 PM

---

**Dear Mayor and City Council Members,**

**I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.**

**Key reasons to reject or delay this variance:**

**Extraordinary scale and proximity**

- **At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.**

**Light and noise pollution**

- **DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.**

**Environmental impact**

- **Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.**

**Dangerous precedent**

- **If we grant an exception to the limit here - limits that were designed to prevent exactly**

**this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.**

**We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.**

**Thank you for your time and attention to this critical matter.**

**Sincerely,**

**Beverly Lingvai  
602 Oak Crest Drive  
Dripping Springs, TX 78620**

**812-345-1323**

Sent from my iPhone



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Development on 290 between Sunset Canyon and Headwaters  
**Date:** Wednesday, May 28, 2025 9:21:40 PM

---

Please do not give the Sportsplex a variance. It is our understanding their request is asking for a 60% increase and a 1,000 car parking lot.

I was told that it will become a site the size of Home Depot?

Please consider the corner of Canyon Wood and Hwy 290. There is a steep hill so people can't see the cars stopped there. We both know a

teenager is going to do what we had happen at Trautwein. They'll and hit a car they couldn't see and the car will get pushed into Hwy 290 traffic.

Sunset Canyon residents have been complaining for years about how hard it is to get out of Sunset Canyon on Canyon Wood. Add hundreds of cars. I can't even imagine how that will work.

We are having water problems now. What is a large Sportsplex going to do to improve what is already a big problem? We can't water lawns.

We can't fill swimming pools. We don't have enough water now. The Sports Plex will have lawns, probably showers and probably a swimming pool? At least that is what I have been told. Where is the water?

Traffic hopefully won't flow into Sunset Canyon itself. But if those folks trying to get in and out of the Sportsplex have half the trouble Sunset

Canyon residents already have, they'll be driving up Canyon Wood Road and trying to find a simpler way in and out. A nightmare in the making.

Congestion? OMG. When we moved here there weren't even stop lights at Canyon Wood, Headwaters, Sunset Canyon Road, Nutty Brown or the one just East of downtown etc. etc. If this variance passes, how many apartments will follow right there on Hwy 290 on both sides of the road. They'll claim a right to the same type of variance. Dripping Springs no longer bears any resemblance to the town we moved to. We would have never moved to what Dripping Springs has become.

Water. Congestion. 35 year old 2 Lane roads for hundreds of people. When is this going to stop? With the expansion of Hwy 290, where is this going to fit in? Where are those extra lanes going to go? We don't want to become the mess that Round Rock has become. This is The Hill Country, not part of Austin.

Thank you for your consideration

Roger & Kristina Keats (312-718-3584)

--

Roger A. Keats

[REDACTED]  
 847-828-4799 (cell)

1001 Oak Meadow Drive

Dripping Springs, Texas  
78620

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Wednesday, May 28, 2025 10:14:46 PM

---

**SUBJECT:** Opposition to DSSC Variance Request

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient

to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,  
Kindal Baker  
506 Terrace Canyon Dr, Dripping Springs, TX 78620



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 7:47:05 AM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient

to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter. This really is a bad idea and plan. It does not project the image or feeling that Dripping Springs has had to date. It also shoe horns a potentially great facility into a shoebox that will absolutely cause problems in the future.

Please really think this request thru. Thank you again!

Sincerely,

Jim Lingvai  
602 Oak Crest Dr, Dripping Springs, Tx 78620  
[REDACTED] / 812-322-0280

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 8:30:50 AM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

#### Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

#### Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

#### Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

#### Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness

to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Regards

Mike Moody  
606 N.Canyonwood Dr  
Dripping Springs  
Texas  
78620



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 10:07:52 AM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

#### Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

#### Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

#### Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the

normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,  
Alex Faris

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 10:08:28 AM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods. This character is what sets Dripping Springs and the Hill country apart from the "Austin suburb" sprawl. This change would not be in keeping with the character of this beautiful area.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,  
Virginia Kekahuna  
443 Dayridge Dr  
Dripping Springs, TX 78620



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 10:08:52 AM

---

Dear Mayor Foulds and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Marybeth Hundl  
208 N. Canyonwood Drive  
Dripping Springs, TX 78620

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 10:52:27 AM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards. Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can

develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Koji Moy

373 Sage Thrasher Circle, Dripping Springs TX 78620

Sent from Gmail Mobile



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 11:57:35 AM

---

Date: May 29, 2025

To: [planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com)

From: Lisa Willson, 104 N. Canyonwood, Dripping Springs 78620

Subject: Opposition to DSSC Variance Request

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken

are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Lisa Willson

104 N. Canyonwood, Dripping Springs, TX 78620

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 11:54:40 AM

---

Date: May 29, 2025

To: [planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com)

From: Corey Willson, 104 N. Canyonwood, Dripping Springs 78620

Subject: Opposition to DSSC Variance Request

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken

are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Corey Willson

104 N. Canyonwood, Dripping Springs, TX 78620



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 11:58:19 AM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards. Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can

develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,  
Andrew Picton  
Headwaters

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Subject: Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 12:32:15 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Michael Pelak  
 Headwaters resident  
 210-844-9699





**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to VAR2025-002 Dripping Springs Sports Club  
**Date:** Thursday, May 29, 2025 12:46:45 PM

---

Good afternoon,

My name is Evan Payne, and I'm a 6th generation Texan, and both a proud current resident of Headwaters and a soon-to-be homeowner in the newest section of our neighborhood, which will back up to the proposed Dripping Springs Sports Club. I wanted to share some thoughts and concerns regarding the development planned between Hwy 290 West and Canyonwood Dr, particularly as it relates to the new Headwaters lots on Iron Willow Loop.

I've had the chance to review Oryx Development's proposal and, while I'm excited about certain aspects of the plan, I do have significant concerns about the size and proximity of the two proposed retail spaces: a 130,000 sq. ft. single-story building and a 160,000 sq. ft. two-story building. From what I can tell in the "Concept B" proposal, these massive structures will be only about 300 feet from the backyards of homes along Iron Willow Loop. That's uncomfortably close, far closer than I imagine most people would feel good about.

In addition to the placement, I'm also concerned about the noise and light pollution the development will inevitably generate. While I truly appreciate that Oryx plans to comply with the Dark Sky ordinance, no one can deny the environmental impact of an 1,800+ space parking lot and a 300,000+ sq. ft. shopping, restaurant, and commercial space just steps from residential backyards. Dramatic changes like this will undoubtedly affect the peace and livability of our community – something I know Dripping Springs values deeply.

That said, I want to be clear: I wholeheartedly support the idea of having a sports club in this area! It's a wonderful, family-friendly amenity that really aligns with the values of our town. However, I believe the scale and location of this current proposal need to be revisited. It is simply too large and too close to homes to work cohesively with the community. I urge the city to listen to feedback from residents and not grant the requested variance. A scaled-down design that maintains harmony with nearby neighborhoods would allow this project to benefit all of Dripping Springs instead of potentially creating tension.

Thank you so much for taking the time to consider this note. I know this project has the potential to be a real asset to our community, and I'm hopeful we can find a solution that works for everyone involved. Please consider the neighbors truly impacted that are NOT residing in other areas of Dripping Springs (or outside the City/ETJ). Please restrict the club to a reasonable size and height for the good of this community, as this action cannot be undone.

Thank you for your time and considering our voices,

Evan Payne  
[REDACTED]

210-685-1022

,

**From:** [REDACTED] on behalf of [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2023 1:21:54 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

#### Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

#### Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

#### Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

#### Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please

deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Amy Strittmatter  
912 Oak Meadow Drive (Sunset Canyon North)  
512-818-6397

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 2:29:22 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

#### Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards. Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

#### Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

#### Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,



Diana Serrano Diaz  
Homeowner at Headwaters

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 2:29:29 PM

---

Hello City Council Members,

I am writing to express my great concern regarding the approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning.

My primary concern is the proposed large building bringing excess noise pollution to our backyard. I am a Headwaters Resident and healthcare provider. I currently have a 3 month old at home.

There are numerous studies showing even low levels of noise pollution increase resting blood pressure. This is concerning not only for my daughter's future but for myself, my husband, and our neighbors. My daughter should be able to play in the backyard and listen to the nature sounds of birds chirping and trees swaying, not the rumble of a long line of cars coming into a massive development behind us.

A study published in 2023 demonstrates people who live near road traffic are 13% more likely to develop high blood pressure than those who live in quieter areas.  
 ([https://www.health.harvard.edu/heart-health/loud-traffic-noise-may-raise-blood-pressure#:~:text=Long%252Dterm%2520exposure%2520to%2520traffic,Division%2520at%2520%E2%80%A6%2520See%2520Full%2520Bio](https://www.health.harvard.edu/heart-health/loud-traffic-noise-may-raise-blood-pressure#:~:text=Long%252Dterm%2520exposure%2520to%2520traffic,Division%2520at%2520%E2%80%A6%2520See%2520Full%2520Bio).)).  
 This low-level constant noise exposure also increases the risk of treatment-resistant hypertension.  
 ( <https://www.ahajournals.org/doi/10.1161/HYPERTENSIONAHA.121.17708> ).

I am highly concerned about the increased traffic and road noise the large property would bring, and we specifically moved to Dripping Springs so our daughter would have a more quiet and peaceful upbringing vs being in Austin.

Smaller businesses of course have less traffic and less noise pollution. With the hills in this neighborhood, an increase in traffic noise would be amplified across our backyards.

I urge you to consider blocking this proposal and moving such a large and highly trafficked building to a less residential part of town. It is in the best interest of the Headwaters Residents health and well-being.

Thank you for your attention to this important matter.

Sincerely,  
 Micah Tiner, PA-C  
 Headwaters Resident

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 2:34:30 PM

---

Dear Mayor and City Council Members,

My husband and I have recently been made aware of the plans for the Headwaters East development and we respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. While we are a very active family and would greatly appreciate a facility like this in the area, the proposed location is not a solution that respects the nearby community and residents.

PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

#### **Extraordinary scale and proximity**

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

#### **Light and noise pollution.**

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

#### **Environmental impact**

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

#### **Dangerous precedent**

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale

back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances.

Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Best,

Caitlan Ruck Wrona  
(832) 758-1987



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Dripping Springs Sports Club Varianc  
**Date:** Thursday, May 29, 2025 3:11:32 PM

---

Good afternoon,

I want to express my family's support for the variance requested by the Dripping Springs Sports Club. My family has lived in Dripping Springs since 2013 and have two children who are active volleyball and basketball players. Almost year-round, we travel multiple times per week to Lakeway/Bee Cave and Westlake to take them to practices because Dripping Springs does not have sufficient gym space. We spend money shopping and dining in those cities when we'd rather spend those funds and our time here.

We have joined gyms in those cities as well to work out, but again, would prefer to do so here in Dripping Springs.

Please consider the needs of the community for a facility such as this. It would keep DS resident tax dollars in our community and save hundreds of hours of travel time along the increasingly dangerous Highway 290.

Thank you for your consideration,

Leah Gillum  
1812 Kirby Springs Drive  
Dripping Springs  
512-699-4085

**From:** Cheynne Hoadley  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance  
**Date:** Wednesday, May 28, 2025 5:36:56 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Best,  
 Cheynne Hoadley  
 Dripping Springs, 78620

239.878.0440

Sent from my iPhone

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC variance request  
**Date:** Wednesday, May 28, 2025 6:02:46 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please



deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Rachel and Jake Bell

509 Clear Creek Lane, 78620  
512-825-2405  
[REDACTED]

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 3:23:15 PM

---

Dear Mayor and City Council Members,

I'm writing to respectfully urge you to **DENY** the variance request that would allow Dripping Springs Sports Club (DSSC) to construct a 160,000 sq. ft. facility in the PDD6 zoning district.

Dripping Springs is not Lakeway—and **and we should be doing everything in our power to keep it that way**. Our community has long taken pride in protecting its scenic hilltops, dark skies, and small-town character. Once those ridgelines are developed with massive commercial buildings, that character is gone—and it can't be brought back.

This proposed structure is simply too big, too close, and too disruptive to be allowed in this location without deep and careful consideration.

We appreciate the council's willingness to delay the initial vote and acknowledge DSSC's attempt to meet some basic ordinance requirements. However, the proposed development still poses significant, long-term risks to residents, the environment, and the community's identity.

Please protect the integrity of our city's planning rules, our neighborhoods, and the treasured hilltops of Dripping Springs by denying this variance—or by granting more time to create a thoughtful, community-driven alternative.

This is not only **YOUR LEGACY**, but that of **OUR** community - one that can be so much better than every other surrounding area here in OUR BEAUTIFUL CENTRAL TEXAS HILL COUNTRY!

---

Here are just a few of the major concerns:

<!--[if !supportLineBreakNewLine]-->  
 <!--[endif]-->

#### **MASSIVE SCALE IN A SENSITIVE LOCATION**

The DSSC building would have a footprint larger than HEB and rival Home Depot in total square footage—but unlike those retail anchors, this project would sit directly behind homes in Headwaters and Sunset Canyon, atop a 1,300-foot hill. The sheer visibility and proximity make it completely inappropriate for a residential-adjacent ridgeline.

#### **LIGHT AND NOISE POLLUTION**

With 1,000 parking spaces—and 1,000 light poles to match—the site will emit significant light and noise from all sides, particularly from its tall, three-story structure and planned outdoor courts. The minimal screening and an 8' fence will do little to protect neighbors from the visual, acoustic, and lighting impacts. Even compliance with Dark Sky regulations won't prevent substantial light trespass into nearby homes and the surrounding natural environment.

#### **ENVIRONMENTAL DEGRADATION**

Of the 600+ native trees surveyed on the property, only 10 will remain. DSSC and its developer have declined to adopt the city's updated tree preservation standards, which shows a concerning disregard for the ecological and aesthetic values that define our area. This level of clear-cutting is **ABSOLUTELY UNACCEPTABLE** for a community built on stewardship of the land.

#### **SLIPPERY PRECEDENT**

If the city grants this request, it sends a clear message: even the most generous zoning exceptions are flexible when pushed hard enough. The 100,000 sq. ft. cap granted in PDD6 was already double the city's usual limit. If DSSC cannot operate within those terms, the appropriate action is to scale down or seek a more fitting location—not ask for a 60% expansion.

Thank you for your time and consideration.

Sincerely,

The Sisson Family (Kadie, Shae, and Emersyn)

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 3:35:46 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,  
 David Polcari  
 307 Sage Thrasher Cir

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 3:36:50 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.



Thank you for your time and attention to this critical matter.

Sincerely,  
Emily Conte  
Headwater's resident

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 3:44:38 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

#### Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards. Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

#### Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

#### Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please

deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,  
Heather O'Connor  
Live in Headwaters

[REDACTED]

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 3:49:14 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

My best,

JC Pohl, LMFT, NCC  
 512.537.7104 | [REDACTED]





Confidentiality Notice: The materials in this email are private and may contain Protected Health Information. If you are not the intended recipient be advised that any unauthorized use, disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this email in error, please immediately notify the sender via telephone at 512.537.7104 or by return e-mail.

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Request to Deny DSSC Variance  
**Date:** Thursday, May 29, 2025 4:22:37 PM

---

Dear Mayor and Council Members,

I am writing to respectfully urge you to deny the variance request for the Dripping Springs Sports Club (DSSC) within the Headwaters PDD6 zoning district.

Key Concerns:

- Lack of Community Engagement
  - As a community member who will be impacted by the development, I only learned about this variance from a Facebook post.
- Risk of Setting a Harmful Precedent
  - If DSSC cannot operate within the already generous 100,000 sq. ft. allowance, they should be required to scale back or relocate.
  - Approving this variance would undermine the very limits designed to prevent outsized development in sensitive areas.
- Light and Noise Pollution
  - The design calls for approximately 1,000 parking spaces, each requiring lighting, which will create significant light pollution.
  - An 8-foot fence is inadequate to screen a three-story, 50-foot tall building.
  - Residents would be subjected to increased noise and light bleed from parking lots, outdoor courts, and the building itself—impacts that Dark Sky compliance alone cannot mitigate.
- Environmental Impact
  - Of over 600 native trees surveyed on the site, only 10 will remain, which is the bare minimum for compliance and does little to preserve the natural character of Dripping Springs.
  - DSSC and Oryx have declined to voluntarily meet the city's updated tree preservation standards, raising concerns about their willingness to work in good faith with the community.
- Lack of Representation
  - Neighbors directly surrounding this project have no representation on this City Council. You are making changes to zoning around our homes and we have no recourse or representation.

I urge you to deny this variance—or at minimum, grant a further postponement to allow for a more thoughtful, collaborative solution.

Thank you for your service to our community and attention to this important matter.

Courtney Goodings

410 Hazy Hills Loop

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 4:31:04 PM

---

Mayor and City Council Members-

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to extend this even further with an additional 60,000 sq.ft. to that already large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, placed atop a hill, directly behind Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. Considering the placement of the site and height of the structure, there isn't an adequate screening option for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Brian DeVaney  
 296 Starfire Dr.  
 Dripping Springs, TX 78620

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 4:59:02 PM

---

May 29, 2025

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,  
 Melanie Parker  
 402 Dayridge Dr.



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 5:01:09 PM

---

## Dear Mayor and City Council Members,

I'm writing to respectfully ask that you deny—or at the very least, delay—approval of the variance being requested by the Dripping Springs Sports Club (DSSC) to expand their proposed facility to 160,000 sq. ft. within the Headwaters PDD6 zoning district.

When PDD6 was originally granted an exception nearly a decade ago, it allowed for structures up to 100,000 sq. ft.—already double what's typically permitted in Dripping Springs. Now, without meaningful community input, residents of Headwaters and Sunset Canyon are facing a proposal to increase that size by another 60%, and understandably, many of us are concerned.

## Here are a few key reasons why I believe this request deserves further scrutiny:

### 1. Scale and Proximity

- A 160,000 sq. ft. structure—65,000 sq. ft. at its footprint—would put DSSC on par with major retail outlets like Home Depot (120,000 sq. ft.), and well beyond the size of HEB (70,000 sq. ft.). Unlike those large-scale businesses, however, this project would sit directly beside established neighborhoods, perched on a 1,300-foot hill, just beyond the backyards of Headwaters homes.

### 2. Light and Noise Concerns

- The development includes approximately 1,000 parking spaces—and the lighting to go with them. This, combined with the building's proposed height (50 feet across three stories), raises serious concerns about light and sound pollution. Even with an 8' fence and Dark Sky compliance, the impact on nearby homes will be significant. The proposed buffer is simply not enough to protect quality of life for nearby residents.

### 3. Environmental Impact

- Out of more than 600 native trees surveyed on the property, only 10 are expected to remain. That's deeply concerning in a city known for valuing its natural beauty. DSSC and Oryx could have chosen to meet the updated tree preservation standards—but opted not to, signaling a lack of meaningful effort to harmonize this development with its surroundings.

### 4. Precedent for Future Development

- Granting this variance would open the door to similar requests in the future, undermining the protections and limits put in place to guide responsible growth. The existing 100,000 sq. ft. cap is already an exception to the city's standard; if DSSC can't make its vision work within those boundaries, perhaps it's time to rethink the project's location or scale.

I truly appreciate the council's decision to pause this request last month and acknowledge DSSC's attempts to align with basic ordinances. That said, the actions taken so far don't go far enough to ensure that this project fits within the spirit of Dripping Springs' values and vision.

For the sake of our neighborhoods, our environment, and the precedent we set for future development, I respectfully urge you to deny this variance—or grant an additional postponement to allow time for a more community-centered approach.

Thank you for your thoughtful consideration.

Sincerely,  
Matt Robertshaw  
435 Hazy Hills Loop  
Dripping Springs, TX 78620

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Please approve Dripping Springs Sports Club  
**Date:** Thursday, May 29, 2025 5:56:27 PM

---

Dear Planning Department,

I am writing to express my strong support for the proposed Dripping Springs Sports Club and urge you to approve the variance for this project. My family resides in Headwaters, and we will be directly impacted by the commercial development planned along the Highway 290 frontage. While we cherish the beautiful view from our home—one of the reasons we chose to live here—we understand that progress is inevitable. We will be able to see the building from our back deck. Although we were not informed of specific commercial plans when we purchased our home, we are not surprised by the proposed developments.

What excites us about the Sports Club is its potential to fill a critical gap in our community: a dedicated indoor sports complex for practice and training. As a father of two young girls who play travel volleyball, I see immense value in having such a facility nearby. While our family may only benefit from it for a few years, as our youngest daughter will be entering her sophomore year of high school when completed, the long-term benefits for younger families in our community are undeniable.

Although this project has emerged recently, the area was always zoned for high-density commercial use, including plans for two hotels. While some families may be disappointed by the lack of prior awareness, denying this variance will not alter the broader commercial landscape. After weighing the pros and cons, I firmly believe the Sports Club will be a significant asset to our community, particularly for families with young athletes.

I respectfully request that you move forward with approving the variance for the Dripping Springs Sports Club. Thank you for your time and consideration. I will unfortunately be out of town for the meeting but please feel free to share in support.

Sincerely,  
Dylan Hinkle

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** In favor of dripping springs sports club  
**Date:** Thursday, May 29, 2025 6:08:25 PM

---

In favor of them building it. Will be great third place for families. I want to make sure they plant trees to block the building tho and respect light ordinances.



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 7:30:47 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny the approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Michelle Meier

285 Sage Thrasher Circle

Dripping Springs, TX 78620

669-333-1810

**From:** [REDACTED]  
**To:** [Bill Foulds](#); [Wade King](#); [Taline Manassian](#); [Sherrie Parks](#); [Travis Crow](#); [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 8:21:26 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district.

As a resident of Sunset Canyon, I am concerned about many things regarding DSSC, which are listed below. One of the things that is of great concern to me is safety. The plans show that the entrance to this facility that has spaces for 1,000 cars, is at the intersection of HWY 290 and N. Canyonwood Drive. The neighborhood street that a multitude of cars will be turning onto is narrow and not intended for heavy traffic. Some questions I have are:

1. How will this entrance effect the ease at which residents can leave the neighborhood? Will this backed up traffic block resident's driveways? (There is no way it can't)
2. How will the eastbound turn lane accommodate the anticipated influx of traffic? (It was originally put in place to turn into the neighborhood in section 5. Now it supports our neighborhood and Christian Automotive.)

Thank you in advance for taking our concerns seriously. I'm sure would feel the same if a mega building, which would operate outside of normal business hours was about to be placed in your backyard.

Please also consider these other points of concern as reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50-foot-tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

#### Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

#### Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Stephen and Jessica Estrada  
1006 N. Canyonwood Dr.

[REDACTED] / (512) 914-6229

From: [REDACTED]  
 To: [Planning](#)  
 Date: Thursday, May 29, 2025 8:30:02 PM

---

Subject: Opposition to DSSC Variance Request

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness



to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement - so the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Diane Jasinski  
604 Bending Oak, DS 78620  
[REDACTED]/512-626-3634  
Sent from my iPhone

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 8:44:56 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Davin Eliasson

840 Sage Thrasher Cir.

Dripping Springs, TX. 78620

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 9:03:58 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Whitney Kong  
 628 Hazy hills loop dripping springs 78620  
 Sent from my iPhone

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 9:44:15 PM

---

Dear Mayor and City Council Members,

I am writing to respectfully urge you to deny or further postpone the variance request that would allow the Dripping Springs Sports Club (DSSC) to construct a 160,000 sq. ft. facility within the Headwaters PDD6 zoning district.

PDD6 already received a significant exception nearly a decade ago to allow structures up to 100,000 sq. ft.—double the city’s typical maximum. Now, without broad public input, residents of Headwaters and Sunset Canyon are faced with a proposal to expand that footprint by an additional 60,000 sq. ft., a move that is both unexpected and deeply concerning.

Here are key reasons to reject or delay this variance:

#### Unprecedented Scale and Proximity

- A 160,000 sq. ft. building—comparable in size to a Home Depot—would overshadow even the local HEB (70,000 sq. ft.). Unlike commercial anchors located along highways or commercial zones, this facility would be perched atop a 1,300 ft. hill, directly adjacent to neighborhoods, with a footprint just yards from residents’ backyards.

#### Light and Noise Pollution

- The proposed facility includes approximately 1,000 parking spaces—and corresponding lighting—creating significant nighttime illumination. Even with Dark Sky compliance, light trespass from

parking lots, courts, and the building itself will severely impact surrounding homes. An 8' wooden fence is grossly insufficient to shield neighboring properties from the effects of a 50-foot-tall, multi-story structure.

### Environmental Impact

- Of more than 600 surveyed native trees on the site, just 10 are slated to remain. DSSC and its development partner Oryx have declined to follow updated tree preservation standards, missing an opportunity to harmonize with the natural landscape and uphold Dripping Springs' identity as the Gateway to the Hill Country.

### Risk of Precedent

- Granting another exception undermines the intent of existing zoning protections. If DSSC cannot operate within the already generous 100,000 sq. ft. limit, they should consider scaling down or seeking a more suitable location. Otherwise, future applicants will point to this as justification to exceed zoning caps across the city.

While I appreciate the council's recent postponement and DSSC's attempts to comply with baseline ordinances, those actions fall short of addressing the serious concerns raised by residents. On behalf of our community, I urge you to deny this variance—or at the very least, allow more time for stakeholders to work toward a plan that aligns with city standards and respects the surrounding neighborhoods.

Thank you for your attention and service.



Sincerely,

Raquelle Akavan

photo



**Raquelle Akavan, DMSc, PA-C**  
**Assistant Professor, University of Lynchburg,**  
**President + Founder, PA Moms**

Chair, Membership Engagement + PR Committee,  
TAPA

Founding President PAs for Women Empowerment

Delegate, AAPA House of Delegates 2022, 2023,  
2024

(516) 732-5821



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 9:51:42 PM

---

To Whom it May Concern:

I respectfully urge you to deny the request to build the proposed sports club. We did not purchase in this neighborhood with the knowledge that there was to be a school, a marketplace, a day care, and etc. built in an around Headwaters. Please reconsider. We would not like the traffic, the disturbance to the dark sky community, and the noise. Thank you for your time.

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 10:10:20 PM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

Devastating Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Ultimately, this will negatively impact the development of our children who will suffer from the urbanization of their community.

In a September 8, 2021, interview on WBUR's Radio Boston, Peter James, assistant professor in Harvard T.H. Chan School of Public Health's Department of Environmental Health, said that trees' effects on us "translate into long-term changes in the incidence of depression, anxiety, cognitive decline, and chronic diseases including cardiovascular disease and cancer."

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Stephanie Ferguson

Headwaters Resident, Hazy Hills Loop

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 10:20:43 PM

---

> Dear Mayor and City Council Members,  
 >  
 > I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.  
 >  
 > Key reasons to reject or delay this variance:  
 >  
 > Extraordinary scale and proximity  
 >  
 > • At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.  
 > Light and noise pollution.  
 >  
 > • DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.  
 >  
 > Environmental impact  
 >  
 > • Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.  
 >  
 > Dangerous precedent  
 >  
 > • If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.  
 >  
 > We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.  
 >  
 > Thank you for your time and attention to this critical matter.  
 >  
 > Sincerely,  
 > John Ferguson  
 602 Hazy Hills Loop  
 Dripping Springs, Texas, 78620



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Concern re: DSSC Variance Request  
**Date:** Thursday, May 29, 2025 11:12:03 PM

---

To Whom It May Concern:

As a resident of the Dripping Springs ETJ and Headwaters neighborhood, I hope you will consider denying approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq. ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq. ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by the request to tack on an additional 60,000 sq. ft. to that already extraordinarily large structure size.

Key reasons to reject this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces and requisite lighting - even before future expansion. An 8 ft. wooden fence would be woefully inadequate screening for a three-story, 50 ft. tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass for both the human and animal residents of our area.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs and the Texas Hill Country. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to an apparent unwillingness to engage with stakeholders to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago and which are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents and the natural environment for which many of us moved to Drip. For the preservation of our community, please deny this variance or at the very least, grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and resident concerns.

Thank you for your time and attention to this critical matter.

Sincerely,  
 Melanie Fossett

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 11:18:56 PM

---

**Dear Mayor and City Council Members,**

**I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.**

**Key reasons to reject or delay this variance:**

**Extraordinary scale and proximity**

- **At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.**

**Light and noise pollution.**

- **DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.**

**Environmental impact**

- **Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.**

**Dangerous precedent**

- **If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.**

**We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.**

**Thank you for your time and attention to this critical matter.**

Tom Cribbs  
 476 Hazy Hills Loop  
 Headwaters Neighborhood

314-369-9226

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 11:25:09 PM

---

**Dear Mayor and City Council Members,**

**I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.**

**Key reasons to reject or delay this variance:**

**Extraordinary scale and proximity**

- **At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.**

**Light and noise pollution.**

- **DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.**

**Environmental impact**

- **Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.**

**Dangerous precedent**

- **If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.**

**We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns. Thank you for your time and attention to this critical matter.**

Patty Cribbs  
476 Hazy Hills Loop  
Headwaters Neighborhood  
314-369-9221



**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Deny DSSC Variance  
**Date:** Friday, May 30, 2025 6:35:08 AM

---

Dear Mayor and City Council,

Please deny the variance request from DSSC. A 160,000 sq. ft. sports complex does not belong in this area.

They already got a huge exception years ago to build up to 100,000 sq. ft.—double the city’s normal limit. Now they want even more? That’s way over the line. This building would be bigger than HEB and nearly as large as Home Depot, crammed right next to homes in Headwaters and Sunset Canyon. It would bring constant noise, traffic, lighting, and wipe out hundreds of trees.

Let’s be real—bulldozing nature to build a gym is backwards. Nature is already one of the best things for our health. If people want massive sports complexes and giant parking lots, there are plenty of cookie-cutter suburbs that already have that. Dripping Springs is special because it’s not like those places.

Please protect what makes this town unique and livable. Deny the variance!!

Kristine

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition of DSSC Variance Request  
**Date:** Friday, May 30, 2025 7:19:50 AM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

Key reasons to reject or delay this variance:

Extraordinary scale and proximity

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Kimberly Robertshaw  
 435 Hazy Hills Loop  
 Dripping Springs TX 78620

**From:** Samuel Nunamacher  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 4:07:34 PM

---

Dear Mayor and City Council Members,

As a new homeowner on Iron Willow Loop in the Headwaters neighborhood (which backs right up into the proposed location of this building), I respectfully urge you to deny - or at least postpone - approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

While I am not necessarily against the idea of a Sports Club in Dripping Springs as I believe it is necessary for the area, I do not agree with constructing one of the largest buildings in town only 300' away (25' away from the parking lot) from mine and my neighbors backyards (or this close in vicinity to anyone else's backyard in Dripping Springs). While I am new to the area, I've tried to grasp quickly onto what makes Dripping Springs a special place to live and visit and I believe a 2-story (plus mezzanine area, so effectively 3-story) building atop one of the biggest hills in Dripping Springs is the antithesis to the thoughtful expansion required to preserve Dripping Springs' uniqueness. Below are some more key reasons to reject or delay this variance:

#### Light and noise pollution

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and the proposed screening is woefully inadequate.

#### Environmental impact

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.
- Canyonwood Drive, the road that runs North/South to the east of this proposed location, cannot handle an increase in vehicular traffic as it is effectively a dirt road that isn't built to handle days where there will be 1000+ people driving in and out of this facility.

#### Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.
- DSSC's website claims the building will be 200,000 sq. ft. and this variance request is for an additional 60,000, not 100,000 sq. ft. If their website claims a different amount from what they are formally requesting, it at the very least can be viewed as a request in bad faith until official scale and size is confirmed and approved by City Hall.

We appreciate the council's recent one-month postponement and the DSSC team's willingness to meet basic city requirements and ordinances. Unfortunately, the steps taken are insufficient to protect nearby residents. For the health, safety, and preservation of our community, please deny this variance - or grant a further postponement so that the necessary stakeholders can develop a plan that respects both city standards and neighbor concerns.

Thank you for your time and attention to this critical matter.

Sincerely,

Sam Nunamacher

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Thursday, May 29, 2025 10:23:22 PM

---

## Mayor and City Council Members

### Subject: Request to Deny or Postpone DSSC Variance Approval

I respectfully urge you to **deny or postpone approval** of the variance allowing the Dripping Springs Sports Club (DSSC) to build a **160,000 sq. ft. structure** in the Headwaters PDD6 zoning district.

## Key Reasons to Reject or Delay the Variance

---

### Extraordinary Scale and Proximity

- Proposed structure is **160,000 sq. ft.** (65,000 sq. ft. footprint) — larger than **HEB (70,000 sq. ft.)** and comparable to **Home Depot (120,000 sq. ft.)**
  - Located directly adjacent to homes in **Headwaters** and **Sunset Canyon**, atop a **1,300 ft. hill**
  - Original zoning already granted an exceptional increase to **100,000 sq. ft.**, double the city's usual limit — now DSSC seeks an **additional 60,000 sq. ft.**
- 

### Light and Noise Pollution

- Plans include **1,000 parking spaces**, each requiring lighting — leading to **significant light pollution**
  - An **8' wooden fence** is insufficient to screen a **three-story, 50-foot-tall structure**
  - Expectation of **noise echoing** across the hillside and **light bleed** from courts, parking, and the building itself
  - **Dark Sky compliance** won't fully prevent light trespass; current mitigation plans are inadequate
- 

### Environmental Impact

- Of 600+ native trees surveyed, **only 10 will be preserved**
  - Landscaping meets **bare minimum compliance**, failing to reflect the natural character of Dripping Springs
  - DSSC and Oryx declined to follow updated **tree preservation standards**, showing a **lack of good faith** toward integrating into the community
- 

### Dangerous Precedent

- Granting this variance sets a precedent for **future exceptions** that undermine zoning limits



Existing **100,000 sq. ft. cap** (already twice city limits) was designed to prevent projects of this magnitude

- If DSSC cannot operate within these generous limits, they should be asked to **scale down or relocate**
- 

### **Final Request**

- Thank you for the recent **one-month postponement** and for DSSC's minimal compliance with ordinances
  - However, actions taken so far are **insufficient to protect nearby residents**
  - For the **health, safety, and preservation** of our neighborhoods, please **deny this variance** — or **grant additional time** for stakeholders to develop a more balanced plan
- 

Sincerely,

**Rocio Borzage**

**Headwaters resident**

**From:** [REDACTED]  
**To:** [Planning](#)  
**Subject:** Opposition to DSSC Variance Request  
**Date:** Friday, May 30, 2025 10:21:44 AM

---

Dear Mayor and City Council Members,

I respectfully urge you to deny approval of the variance that would allow the Dripping Springs Sports Club (DSSC) to build a 160,000 sq.ft. structure in the Headwaters PDD6 zoning district. PDD6 was already granted an exception to build structures up to 100,000 sq.ft. - twice the city's usual limit - over 9 years ago, and residents of Headwaters and Sunset Canyon have been blindsided by a request to tack on an additional 60,000 sq.ft. to that already extraordinarily large structure size.

As a mother of two young children and a wife, my family and I moved to Dripping Springs to find a quieter, more intentional way of life. We wanted to leave behind the congestion of the big city and raise our kids in a place that felt like home — somewhere grounded in community, nature, and a slower pace.

My husband and I both grew up in small towns in North Carolina. We didn't have much growing up, but we had a strong sense of safety and belonging. We saw more trees than traffic, more stars than city lights. That environment shaped us — and it's the kind of upbringing we dream of for our children.

We know that growth is inevitable, and we're not opposed to change. But we ask that it be done thoughtfully, with care for the character and heart of Dripping Springs. This town is special — not just to those of us who live here now, but to the generations we're raising to love and care for it too.

In a world that moves so fast, I find myself wishing for it to slow down — to preserve spaces where families can still hear crickets at night and watch the sunset without a skyline in the way.

Please reconsider building this large structure. Let's protect what makes Dripping Springs feel like home.

Key reasons to reject or delay this variance:

**Extraordinary scale and proximity**

- At 160,000 sq. ft. (65,000 sq. ft. footprint), DSSC would rival Home Depot (120,000 sq. ft.) and far exceed HEB (70,000 sq. ft.) in terms of size. Unlike those anchor tenants, this massive building sits immediately adjacent to Headwaters and Sunset Canyon homes, perched atop a 1,300 ft. hill, a mere stone's throw from Headwaters residents' backyards.

Light and noise pollution.

- DSSC's design requires roughly 1,000 parking spaces - and 1,000 spaces worth of lighting - even before future expansion. An 8' wooden fence is inadequate screening for a three-story, 50 foot tall structure. Neighbors will endure noise echoing across the hillside and tremendous light bleed from the parking lots, outdoor courts, and structure itself. Dark Sky compliance alone cannot prevent harmful light trespass, and

the proposed screening is woefully inadequate.

**Environmental impact**

- Of the 600+ native trees surveyed, only 10 will remain. This bare minimum landscaping compliance fails to preserve the character of Dripping Springs. DSSC and Oryx have had the option to comply with the new tree standards, but have opted not to, which speaks to their unwillingness to engage in good faith to incorporate their structure into the Hill Country and surrounding neighborhoods.

Dangerous precedent

- If we grant an exception to the limit here - limits that were designed to prevent exactly this scenario - where will future boundaries be drawn? If DSSC cannot operate within 100,000 sq. ft. limits that were established almost a decade ago - which themselves are already double the normal building limit for the city, DSSC should either scale back or relocate.

Thank you for your time and attention to this critical matter.

Sincerely,

Kevin and Lisa Richgels

996 Sage Thrasher Cir. Dripping Springs TX

**From:** [Taline Manassian](#)  
**To:** [Ginger Faught](#); [Michelle Fischer](#); [Diana Boone](#)  
**Subject:** FW: Statement of Concern Regarding VAR2025-002 (Dripping Springs Sports Club)  
**Date:** Friday, May 30, 2025 4:25:16 PM  
**Attachments:** [image.png](#)

---

**From:** Theodore Crawford [REDACTED]  
**Date:** Friday, May 30, 2025 at 12:35 PM  
**To:** Bill Foulds <BFoulds@cityofdrippingsprings.com>  
**Cc:** Taline Manassian <TManassian@cityofdrippingsprings.com>, Wade King <WKing@cityofdrippingsprings.com>, Geoffrey Tahuahua <gtahuahua@cityofdrippingsprings.com>, Travis Crow <TCrow@cityofdrippingsprings.com>, Sherrie Parks <sparks@cityofdrippingsprings.com>  
**Subject:** Statement of Concern Regarding VAR2025-002 (Dripping Springs Sports Club)

Good afternoon!

My name is Theodore Crawford, a resident of the Headwaters neighborhood, and I'm writing to you all in advance of the June 3rd City Council & Board of Adjustment Regular Meeting to share some concerns expressed by Headwaters and Sunset Canyon residents regarding the VAR2025-002 request for DSSC's 160,000 sq.ft. structure in PDD6.

I and many other neighboring residents attended the Planning & Zoning Commission meeting this Tuesday to voice our concerns to the commission. We collectively are not against growth or change - not by a long shot - we just hope to steer the growth in a direction that's sustainable and respectful of the Dripping Springs residents that have chosen to lay down roots here.

Our concerns regarding this particular building and its associated variance request are primarily centered around the following issues:

1. **Size and proximity:** This will be one of the largest (the 2nd largest, I believe) commercial buildings in Dripping Springs at 160,000 sq.ft., and it would be built ~300 feet from the back yards of Headwaters residents, and ~400' from the back yards of Sunset Canyon residents - closer than any other large commercial/retail building in the city.
2. **Noise Pollution:** The building will be surrounded to the north (closest to Headwaters) and east (closest to Sunset Canyon) by outdoor soccer, tennis, basketball, and volleyball courts, which will be very loud until the business is closed for the day (likely 9-10 PM).
3. **Light Pollution:** Said outdoor courts will be brightly illuminated in the evenings, and even with Dark Sky compliance there will be extensive light bleed into neighboring residences due to the topography (the building would be built on an elevated hill). Not to mention the light pollution from the 500+ spot parking lot
4. **Environmental Impact:** This is one of the few remaining untouched hillsides on the 290 corridor, and while its development is surely inevitable, it's unfortunate that - because of the unique allowances made for PDD6 when it was established years ago, the applicant doesn't need to comply with the city's new tree ordinance (and has chosen not to voluntarily comply). The site survey has identified over 600 native and heritage trees; only 10 (2 heritage and 8 native) will be preserved - everything else will be razed during grading.



5. **Misrepresentation:** Residents in adjacent neighborhoods that did their due diligence would have noted that PDD6 had a 100,000 sq.ft. building size allowance (50,000 sq.ft. greater than the city code max), and might have come to accept that number. Those neighbors are now being blindsided by a building 60,000 sq.ft. larger potentially occupying that space. Other neighbors were told by home builders that that space would be small retail stores, open air shopping, or possibly a small, boutique hotel - nobody was expecting Dripping Springs' second largest building to occupy that space, so close to their homes.

Many members of the Planning and Zoning Commission expressed a deep understanding and sympathy of the issues that were broached by residents that attended the meeting on Tuesday. Mr. Bourguignon pointed to the fact that residents neighboring PDD6 would have reasonably expected buildings on that property to adhere to the already increased 100,000 sq.ft. limit that was established almost 10 years ago, and made decisions to build there with that in mind. Ms. Williamson echoed our deep concern over the view obstruction of residents on Iron Willow Lp. in the Headwaters neighborhood, visible here:

## LINE OF SITE VIEWS



4



From Phase III of Headwaters Neighborhood

42

Mr. Foster recognized something that I think is of particular importance: the level of vocal concern that has been shown with regards to this variance request. As I'm sure you all know, it's difficult to get folks involved in local government, let alone getting residents to show up to meetings. But in the span of a couple of weeks, we managed to turn out a dozen concerned neighbors to the meeting on Tuesday, and look to have many more slated to attend this coming Tuesday. With regards to letters of support and opposition, we don't have the benefit of an email distribution list like the applicant does to instruct folks to write to the city - every email sent expressing concerns has been because of word of mouth, and as more neighbors learn of this, the level of concern and involvement has grown.

Collectively, I think almost all of us understand the need for a business like the Dripping Springs Sports Club, and are excited to see it find a home *somewhere* in the city. Our concerns are centered on the location, not the business itself. We believe that, without considerable alteration to the plans as currently presented, that allowing this variance to pass would result in the construction of a structure



that would do significant harm to the Dripping Springs residents that reside near it - residents that had no way of knowing that they were buying a home that would potentially end up next to one of the city's largest buildings.

The DSSC team has, as of this week, expressed willingness to hear community members' concerns regarding this matter, and I'm working to set up an informal Town Hall between the DSSC team and neighbors from Headwaters and Sunset Canyon. Were it not for this willingness to cooperate, my letter to you all today would've been in staunch and outright opposition of this variance request, as it was in the Planning & Zoning Commission meeting this Tuesday.

Instead, **I write to you all today to ask for a delay of the final vote for this variance.** I ask this to give DSSC and the residents of Headwaters and Sunset Canyon time to try to work together to find a solution that suits all parties. If DSSC can commit to steps that would mitigate some of the concerns that have been expressed, I imagine there's a world where we would collectively be more amenable to supporting this variance request. As it stands, though, those steps will take some time to hash out. It's also my understanding that, if the variance passes, we (the neighbors most affected by the construction of this structure) have little to no recourse with regards to requesting the applicant and/or builder to make any changes beyond complying with the bare minimum city code requirements.

Thank y'all for your time and consideration.

Theodore Crawford  
571 Moonlit Stream Pass  
Dripping Springs, TX



**PROCLAMATION  
OF THE CITY OF DRIPPING SPRINGS  
PROCLAIMING JUNE 14, 2025, AS**

**“Rambo Lodge No. 426 150<sup>th</sup> Anniversary Celebration Day”**

- WHEREAS,** Rambo Lodge No. 426, Ancient Free and Accepted Masons, has been a pillar of fraternal brotherhood, moral integrity, and community service since its founding in 1875; and
- WHEREAS,** for 150 years, Rambo Lodge has upheld the timeless Masonic principles of Brotherly Love Relief, and Truth, fostering personal growth, charitable works, and civic engagement; and
- WHEREAS,** the members of Rambo Lodge have contributed to the well-being of our community through philanthropy, education, and the support of local charitable endeavors; and
- WHEREAS,** the Lodge has played a vital role in shaping the moral and ethical fabric of our city, providing leadership and mentorship to generations of Masons and citizens alike; and
- WHEREAS,** this milestone anniversary marks a historic achievement in the Lodge’s legacy of service, unity, and commitment to the betterment of society;

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

1. That June 14, 2025, shall be known as “Rambo Lodge No. 426 150<sup>th</sup> Anniversary Celebration Day” in the City of Dripping Springs, Texas; and
2. That the City of Dripping Springs recognizes and congratulates **Rambo Lodge No. 426** on its **150<sup>th</sup> Anniversary** and commends its members for their enduring dedication to the values of Freemasonry and the community.

---

Mayor Bill Foulds, Jr.



## City Council & Board of Adjustment Regular Meeting

*Dripping Springs ISD Center for Learning and Leadership*

*Board Room, 300 Sportsplex Drive – Dripping Springs, Texas*

*Tuesday, May 06, 2025, at 6:00 PM*

### **DRAFT MINUTES**

#### **CALL TO ORDER & ROLL CALL**

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

##### **City Council Members**

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

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

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

Planning & Zoning Director Tory Carpenter

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

#### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Tahuahua.

#### **PRESENTATION OF CITIZENS**

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

*will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

Jay Howard with Texas Disposal Systems spoke concerning the solid waste service bid.

## **PROCLAMATIONS & PRESENTATIONS**

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

- 1. Administration of Oaths of Office, along with Statement of Officer, and Issuance of Certificate of Election for Re-elected Officials for Places 1, 3, and 5.**

Judge Miller administered the Oaths of Office to Council Members Taline Manassian, Geoffrey Tahuahua, and Sherrie Parks.

## **PROCLAMATIONS & PRESENTATIONS**

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

- 2. A Proclamation of the City of Dripping Springs Proclaiming the week of May 4-10, 2025, "Municipal Clerks Week." Sponsor: Mayor Bill Foulds, Jr.**

Mayor Pro Tem Manassian read and presented the Proclamation to City Secretary Diana Boone and Records Management Clerk Vickie Edgerly.

- 3. A Proclamation of the City of Dripping Springs Proclaiming the month of May 2025 as "Art Month." Sponsor: Council Member Sherrie Parks**

Council Member Parks read and presented the Proclamation to Steve and Jennifer Friedman.

## **CONSENT AGENDA**

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

- 4. Approval of the April 15, 2025 City Council meeting minutes.**
- 5. Approval of a Resolution Accepting the Mercer Street Restrooms, Park Improvements, and the two-year maintenance bond, and releasing all construction bonds as appropriate. Sponsor: Mayor Pro Tem Taline Manassian**

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to approve Consent agenda items 4 and 5. The motion to approve carried unanimously 5 to 0.

## BUSINESS AGENDA

9. **Discuss and consider approval of a License Agreement between the City of Dripping Springs and Garret and Heather Jones for improvements in the right-of-way adjacent to 175 Fort Sumner Street.** *Applicants: Garrett and Heather Jones*

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to move item 9 to the front of the agenda to be discussed first. The motion carried unanimously 5 to 0.

A motion was made by Council Member Parks and seconded by Council Member Tahuahua, to approve a License Agreement with Garret and Heather Jones for improvements in the right-of-way adjacent to 175 Fort Sumner Street with termination clause stating that city can revoke.

6. **Discuss and consider selection of a vendor or vendors for Solid Waste Services starting in July 2025 and authorize City Administrator to finalize agreement with selected bidder.** *Sponsor: Mayor Bill Foulds, Jr.*

This item was moved to Closed Session under section 551.071.

A motion was made by Council Member Tahuahua and seconded by Council Member King, to authorize staff to move forward with negotiations with Texas Disposal Systems as best value bid. The motion carried 4 to 1, the nay was made by Mayor Pro Tem Manassian.

7. **Discuss and consider approval of a Joint Bid Agreement between the City of Dripping Springs and the Dripping Springs Water Supply Corporation related to the Old Fitzhugh Road Project.** *Sponsor: Mayor Pro Tem Taline Manassian*

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member King, to approve the Joint Bid Agreement with the Dripping Springs Water Supply Corporation. The motion to approve carried 4 to 0. Council Member Crow recused himself and stepped away. He did not participate in the discussion and did not vote.

8. **Public hearing, discussion, and consideration of approval of proposed amendments to an Ordinance of the City of Dripping Springs, Chapter 2, Administration and Personnel, adopting an Electronic Signatures Policy.** *Sponsor: Mayor Bill Foulds, Jr.*

a. Staff Report

This item was presented by Deputy City Attorney Aniz Alani. Staff report is on file.

b. Public Hearing

No one spoke during the Public Hearing.

c. Ordinance



A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to approve adopting an electronic signature policy. The motion to approve carried unanimously 5 to 0.

## REPORTS

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

- 10. Legal Department Year in Review.** *Laura Mueller, City Attorney*
- 11. Human Resources Department Year in Review.** *Chase Winburn, Human Resources Director*
- 12. City Secretary Department Year in Review.** *Diana Boone, City Secretary*
- 13. Legislative Report.** *Laura Mueller, City Attorney*
- 14. Planning Department Report:** *Tory Carpenter, Planning Director*

Reports are on file. No action was taken.

## CLOSED SESSION

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to go into Closed Session for items 15-18, and item 6, under sections 551.071 and 551.072. The motion carried unanimously 5 to 0.

Closed Session started at 7:46 and ended at 8:48 p.m.

Council Member Crow recused himself from item 15 and stepped out of Closed Session at 8:36 p.m.

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

- 15. Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions.** *(Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*
- 16. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area**

**and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. (*Consultation with Attorney, 551.071*)**

- 17. Consultation with City Attorney related to legal issues regarding land use, economic development, waiver and variance processes, and infrastructure requirements and rough proportionality. (*551.071, Consultation with Attorney*).**
- 18. Consultation with City Attorney related to legal issues on the City Hall Renovations and the construction contract with Jonestar Construction. (*551.071, Consultation with Attorney*).**

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to move item 6 out of Closed Session. The motion carried unanimously 5 to 0.

No action was taken for items 15-18.

## **ADJOURN**

A motion was made by Council Member Tahuahua and seconded by Council Member King, to adjourn the meeting. The motion to adjourn carried unanimously 5 to 0.

The meeting adjourned at 8:51 PM.

***APPROVED ON:    Month, XX, 202X***

---

*Bill Foulds, Jr., Mayor*

***ATTEST:***

---

*Diana Boone, City Secretary*



## City Council Regular Meeting

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

*Tuesday, May 20, 2025, at 6:00 PM*

# DRAFT MINUTES

## CALL TO ORDER & ROLL CALL

With a quorum of commissioners present, Mayor Foulds called the meeting to order at 6:04 p.m.

### City Council Members Present:

Mayor Bill Foulds, Jr.  
Mayor Pro Tem Taline Manassian  
Council Member Place 2 Wade King  
Council Member Place 3 Geoffrey Tahuahua  
Council Member Place 5 Sherrie Parks

### City Council Members Absent:

Council Member Place 4 Travis Crow

### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer  
Deputy City Administrator Shawn Cox  
City Attorney Laura Mueller  
Deputy City Attorney Aniz Alani  
City Secretary Diana Boone  
Planning Director Tory Carpenter  
Building Official Shane Pevehouse  
Parks & Community Services Assistant Director Emily Nelson  
People & Communications Director Lisa Sullivan  
Historic Preservation Vice Chair Ashley Bobel

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Parks.

## PRESENTATION OF CITIZENS

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

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

Timothy Witham concerning transportation improvements.

## **PROCLAMATIONS & PRESENTATIONS**

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

### **1. Homeless Coalition of Hays County Data Results Report.**

Nancy Heintz and Doug Mudd presented a report concerning the number of people experiencing homelessness in Hays County and how data is gathered.

## **CONSENT AGENDA**

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

### **2. Approval of the May 6, 2025 City Council meeting minutes.**

### **3. Approval of April 2025 Treasurer's Report. Shawn Cox, Deputy City Administrator**

A motion was made by Council Member Parks and seconded by Council Member Tahuahua, to approve item 3 on the Consent Agenda and move item 2, approval of May 6, 2025 minutes to date certain, June 3, 2025 for consideration.

## **BUSINESS AGENDA**

### **13. Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions. (Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)**

Item 13 was moved up on the agenda.

A motion was made by Council Member Parks and seconded by Mayor Pro Tem Manassian, to go into Closed Session for item 13, under section 551.071 and 551.072. The motion carried unanimously 4 to 0.

Closed Session started at 6:47 p.m. and ended at 7:01 p.m.

- 4. Public hearing, discussion, and consideration of a Sign Variance Request for 2 additional wall signs (20sqft and 14sqft) for Dutch Bro's Coffee located at 12400 W US Highway 290, Unit 300. Applicant: Derrick Wayland, Image Solutions**

Items 4 and 5 were presented together.

a. Presentation

Applicant was present in the audience to answer questions.

b. Staff Report

Building Official Shane Pevehouse presented the staff report and recommended approval of the additional wall signs and menu signs

c. Public Hearing

No one spoke during the Public Hearing.

d. Sign Variance

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to approve the sign variance requests for items 4 and 5. The motion to approve carried unanimously 4 to 0.

- 5. Public hearing, discussion, and consideration of a Sign Variance Request for 3 additional menu signs (10sqft for each sign) for Dutch Bro's Coffee located at 12400 W US Highway 290, Unit 300. Applicant: Derrick Wayland, Image Solutions**

Items 4 and 5 were presented together.

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to approve the sign variance requests for items 4 and 5. The motion to approve carried unanimously 4 to 0.

- 6. Discuss and consider approval of a Resolution of Support for the City's TxDOT Transportation Alternatives Grant Application for an ADA Transition Plan. Sponsor: Council Member Travis Crow**

Items 6 and 7 were presented together

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve items 6 and 7 in support of TxDOT transportation alternative grant applications. The motion to approve carried unanimously 4 to 0.

- 7. Discuss and consider approval of a Resolution of Support for the City's TxDOT Transportation Alternatives Grant Application for Citywide High Visibility Crosswalks. Sponsor: Council Member Travis Crow**

Items 6 and 7 were presented together.



A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve items 6 and 7 in support of TxDOT transportation alternative grant applications. The motion to approve carried unanimously 4 to 0.

- 8. Discuss and consider approval of the continuation of the Western Wonderland event and agreement with IRA Rinks South LLC for 2025-2026.** *Sponsor: Council Member Sherrie Parks*

No action was taken. Staff was directed to return with an amended agreement.

- 9. Discuss and consider the Appointment of the Mayor Pro Tem to serve a term of one (1) year.**

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to re-appoint current Mayor Pro Tem Manassian to continue serving as Mayor Pro Tem. The motion to approve carried unanimously 4 to 0.

- 10. Discuss and consider possible action regarding the Mayoral Appointment of Council Members to Council Committees and to the Hays County Mental Health Coordinating Committee.**

- a. Economic Development Committee

Committee is on pause, no appointment was made.

- b. Transportation Committee

Mayor Foulds appointed Council Member King to the Transportation Committee.

- c. Farmers Market Committee

Mayor Foulds appointed Council Member Parks to the Farmers Market Committee and added Mayor Pro Tem Manassian as a back-up.

- d Emergency Management Committee

Mayor Foulds appointed Council Member Tahuahua to the Emergency Management Committee.

- e. Hays County Mental Health Coordinating Committee

Mayor Foulds appointed Council Member Parks to the Hays County Mental Health Coordinating Committee.

- 11. Discussion and possible action regarding the Mayoral Appointment of Council Members to Council Areas of Oversight.** *Sponsor: Mayor Bill Foulds, Jr.*

- a. Parks

Mayor Foulds appointed Mayor Pro Tem Manassian to Parks & Recreation and Council

Member Parks to DSRP.

b. Public Health and Safety

Mayor Foulds appointed Council Member Tahuahua to Public Health and Safety.

c. Utilities

Mayor Foulds appointed himself to oversee Utilities and added Mayor Pro Tem Manassian as a back-up.

d. Finance

Mayor Foulds appointed Mayor Pro Tem Manassian to Finance and added Council Member Tahuahua as a back-up.

e. Transportation and Streets

Mayor Foulds appointed Council Member Crow to Transportation and Streets.

f. Community Events and Services

Mayor Foulds appointed Council Member Parks to Community Events and Services and added Council Member Tahuahua as a back-up.

## REPORTS

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

### **12. Planning Department Report:** Tory Carpenter, Planning Director

No action was taken. Report is on file.

## CLOSED SESSION

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

### **13. Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real**

**Property Acquisitions.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*)

- 14. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** (*Consultation with Attorney, 551.071*)

## **ADJOURN**

A motion to adjourn the meeting was made by Council Member King and seconded by Council Member Parks. The motion to adjourn carried unanimously 4 to 0.

The meeting adjourned at 7:58 p.m.

**APPROVED ON:**     *Month, XX, 202X*

---

*Bill Foulds, Jr., Mayor*

**ATTEST:**

---

*Diana Boone, City Secretary*



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

---

**Submitted By:** Johnna Krantz, Community Events Coordinator

---

**Council Meeting Date:** June 3, 2025

**Agenda Item Wording:** **Approval of permission for the Stephenson field to be used as overflow parking by the Rambo Lodge during their permitted Special Event: 150 Anniversary Celebration on Saturday, June 14, 2025. Sponsor: Council Member Sherrie Parks**

**Agenda Item Requestor:** Johnna Krantz, Community Events Coordinator

---

**Summary/Background:** Rambo Masonic Lodge No. 426 has applied for a Special Event Permit for their 150th Anniversary Celebration to be held Saturday, June 14, 2025 from 11am – 3pm, located in the Historic District at 103 Old Fitzhugh Rd.

The Lodge has requested use of the Stephenson field for overflow parking during the event. Permission for use of this property requires approval from the Dripping Springs City Council.

The event will be free and open to the public. It will include public speakers, presentation of their historic building, a classic car exhibit, “touch-a-truck” children’s activity with North Hays Fire and Rescue, with food and non-alcoholic beverages for an expected attendance of 100-200 guests.

There are no road closures requested and traffic will not be obstructed.

**Staff Recommendation:** Approve use of the Stephenson field for parking during this permitted event.

**Recommended Council Actions:** Approve facility use for the Special Event Permit with conditions. Applicant must complete and obtain the following permits:

- Temporary Structure Permit for 15’x32’ tent from the Building Department with Fire Inspection from North Hays County Fire.
- Temporary Food Establishment Permit from the Health Department.

**Attachments:**

- Special Event Permit Application\_Rambo Lodge Anniversary
- Rambo Lodge – Event Site Plan
- Rambo Lodge – 2025\_COI
- 150th Celebration Neighborhood Notification

**Next Steps/Schedule:**

1. Inform applicant of council decision.
2. Complete the Temporary Structure application and inspection.
3. Complete the Temporary Food Establishment Permit application.
4. Execute the Special Event Permit.





Date Received: 5/2/2025

Accepted By: Johnna Krantz

Date Complete: 5/6/2025

Approved

Denied

Conditions: Temporary Structure Permit for large tent (15'x32')

Must complete TFE Permit from City Health Inspector

Parking on City Property requires City Council approval

Name of Event: Rambo Lodge No. 426 Sesquicentennial Celebration

Contact Name: Lynn Alderson

Phone Number: 512-981-6090

**PERMIT FOR SPECIAL EVENT WITHIN CITY LIMITS CHECKLIST:**

Site Plan



Sound Control Plan



Maintenance and Clean Up Plan



Monitoring and Security Plan



Neighborhood Notification Letter and Documentation of Notification



Refundable Deposit



Certificate of Liability Insurance



Licensing

**Additional Permits If Applicable:**

Street Closure Permit - \$250+



Itinerant Vendor Permit - \$35 - \$70 per Vendor



Special Event Food Vendor Permit - \$30 - \$150 per Vendor



Facility Rental Application - Various Fees



Commercial Activity in DS Parks - \$30-\$800

## A Letter to Event Coordinators:

The City of Dripping Springs is eager to assist you in the coordination of your special event. This information packet is designed to help you understand and comply with City rules, regulations, and ordinances related to the production of a special event. It is the responsibility of the Event Coordinator to review all information contained in the packet and comply with all rules, regulations, ordinances, and conditions.

The City of Dripping Springs Parks & Community Services Department requires that an application be filled out and submitted at least 30 days prior to the start of the event. The purpose of this application is to review the content and focus of your event, how it will impact city services and patrons, and ultimately ensure that participants enjoy a safe and well-planned experience.

Applications will not be accepted if your event is less than 30 days away.

As an Event Coordinator, you are undertaking a large responsibility for the production of your special event. Remember that advance planning will help ensure that your event runs smoothly.

Thank you,  
City of Dripping Springs Parks & Community Services Department



# PERMIT FOR SPECIAL EVENT WITHIN CITY LIMITS

Item # 5.

City Code §6.02.071 requires a permit for a Special Event. Such events can and often do impact surrounding properties and public rights of way, as well as the general health, safety, and welfare of the public. Sponsors of an activity open to the public expected to have fifty (50) or more people in attendance need a permit. A permit applicant must complete the following information prior to being issued a permit and must conform to permit requirements and conditions.

**Name of the Event:** Rambo Lodge No. 426 Sesquicentennial Celebration **Estimated Attendance:** 60-80  
**Summary of Event:** Community Open House, Car Exhibit, Art Exhibit Free Hot Dogs/Corn Dogs/ Drinks  
**Location:** 103 Old Fitzhugh Road  
**Date(s) of Event:** Saturday, June 14, 2025  
**Start Time:** 11 am **End Time:** 4 pm **Set Up Begins:** 7:30 am **Clean Up Begins:** 4 pm

	<u>Applicant</u>	<u>Property Owner</u>
<b>Name:</b>	<u>Rambo Masonic Lodge No. 426 A.F. &amp; A.M.</u>	<u>Rambo Masonic Lodge No. 426 A.F. &amp; A.M.</u>
<b>Entity(if applicable):</b>	<u>Rambo Masonic Lodge No. 426 A.F. &amp; A.M.</u>	<u>(same)</u>
<b>Mailing Address:</b>	<u>P.O. Box 52 Dripping Springs, TX 78620</u>	<u>(same)</u>
<b>Phone:</b>	<u>(512) 829-1154</u>	<u>(same)</u>
<b>Email:</b>	<u>rambo426.secretary@gmail.com</u>	<u>(same)</u>

All actual events must be in compliance with the descriptions, disclosures, and other representations of the applicant, and the applicant warrants by the signature below that all material facts are fully described in this permit application and attached submittals. The approval of this permit does not relieve the sponsor, tenant, or owner from abiding by any other law applicable to the use of the property, including but not limited to applicable zoning, or applicable to the conduct of activity during the event. The City's sole action is to deny, approve, or approve with conditions the event as described; and the City is in no way responsible or liable for acts and omissions of the permitted or others associated with the event.

**Applicant's**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Property Owner's**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

APPLICATION CONTINUED ON NEXT PAGE →

As the Event Coordinator, you are responsible for the safety of all participants. Consideration of safety must be a top priority in all aspects of event planning. If the topics mentioned are not applicable to your event, please notate with N/A. Please attach documentation that the Special Event complies with the following standards. Be sure to include dimensions on all plans.

- Submit the completed application with all supporting documents to the Community Events Coordinator Johnna Krantz - [jkrantz@cityofdrippingsprings.com](mailto:jkrantz@cityofdrippingsprings.com)
- The completed application must be submitted at least 30 days prior to the start of the event.
- The applicant will remove all temporary furnishings, fixtures, equipment, and signs installed for the event within 24 hours of the cessation of the event, unless the applicant shows a good cause for the City Administrator to allow additional time.

1) Site Plan:

- i. **On a map, please provide a reasonably accurate representation of the boundaries of the site and location where the event is to occur.** For each of the following items, notate where they will be located and provide plans for traffic control if applicable.
- ☐ \*First Aid and/or EMS – At a minimum, a first aid kit is required at all events
  - ☐ \*Fire extinguisher – Required at all events
  - ☐ Toilets- At least one toilet for each 250 attendees with substantiation that the toilets will be clean, sanitary, functioning, and useable throughout the event. Additional portable toilets may be required at parks or locations that do not have restroom facilities
  - ☐ Hand washing sinks
  - ☐ Parking – Verify that parking is lawful and sufficient for the anticipated attendance
  - ☐ Tents and Canopies – Please include dimensions, anything larger than 10x10 will require a fire inspection. If tent/canopy is located on city owned property or the city co-sponsors the event, each tent/canopy must comply with the city's Canopy Safety Ordinance.
  - ☐ Food vendors – Vendors will be required to apply for a special event food vendor license
  - ☐ Beverage vendors – Vendors will be required to apply for a special event food vendor license
  - ☐ Alcoholic beverage vendors – including type (draft beer, canned beer, or wine) and provide proper TABC permits
  - ☐ Stages – Include dimensions. Stages may require a Building Permit.
  - ☐ Bleachers – Include dimensions
  - ☐ Retail merchants- Merchants will be required to apply for an Itinerant Vendor License
  - ☐ Garbage receptacles
  - ☐ Recycling containers
  - ☐ Location and number of barricades
  - ☐ Trailers, vehicles, storage facilities
  - ☐ Fire lane
  - ☐ Signs or banners- Include dimensions and image(s) of design
  - ☐ Temporary lighting (must be shielded and comply with City Code)
  - ☐ Security
  - ☐ Generator/electricity
  - ☐ Assembly areas

APPLICATION CONTINUED ON NEXT PAGE →





## 2) Monitoring and security:

- i. Provide a description of the method for monitoring activity and general crowd movement including pedestrian safety, as well as a description of security measures and personnel.
- ii. Include at a minimum the names, placement, duties, and authority of personnel.
- iii. Provide owners' and tenants' written authorization. The signatures of the property owner and tenant or other lawful occupant, if different from the owner, or a written affirmation that they are both aware of the event and that they authorize the occurrences.
- iv. Provide contacts for nearby occupants and owners.

## 3) Sound Control

- i. Provide workable plans to mitigate and limit the sound from the event so that the effects of excessive noise are minimized.
- ii. Abide by the plans and control excessive noise which occurs despite the plan.
- iii. All noise associated with the event shall cease by 10:00 p.m.
- iv. Provide voice and music amplification schedule, including start and finish times as well as any sound check times.

*Please note a Hays County Sheriff's Department Deputy or other Peace Officer may determine that noise during a permitted event is offensive to others and may require applicant to stop or reduce*



activities causing the noise. Also, the City of Dripping Springs may order an event to cease because it may incite a crowd to become unruly and risks injury.

External speaker will be used during outdoor ceremony for speakers and proclamations, and general announcements. Public Ceremony 1:30-2:30

4) Maintenance and Clean Up

- i. **Provide a workable plan for the control of solid waste during the event and a cleanup plan for after the event.**
- ii. Include at a minimum the names, placement, duties, and authority of personnel

Trash cans will be located both inside and out side. Members will monitor trash receptacles and empty as needed. Blake Fosal, William Fisher, and Tommy Tayler will be responsible trash pickup during and after the event.

5) Neighborhood Notification – Required for all Special Events

- i. Include a drafted Notification Letter with the permit application. Upon review of the application, delivery of letter will be based on the impact of your event.
    - ☐ Contact persons owning and occupying property within 200 feet of the event site and provide neighbors with Special Event contact information: name, telephone numbers (including a phone number that will be available and operating during the event) and hours of special event operation.
    - ☐ **Provide a list of addresses that were notified and attach it to the permit application.**
- 6) Bond: Provide a bond or other acceptable security deposit of \$200.00 to cover the costs attributable to the costs of clean up and repair of nearby streets, other public property, and private property for litter and damage reasonably attributable to event sponsors of attendees. Absent a need to draw down upon the bond, it will be released in full within 48 hours of the event.
- 7) Proof of Insurance: Provide proof that insurance has been obtained to cover this event. If the event is on City Property the insurance policy must name the **City of Dripping Springs** as additional insured.

WILL ITEMS (MERCHANDISE, FOOD AND/OR DRINKS) BE SOLD AT THIS EVENT?

☐ YES ☒ NO

WILL YOUR EVENT REQUIRE STREET CLOSURE?

☐ YES ☒ NO

**Rambo Masonic Lodge No. 426  
A.F.&A.M.**



**103 Old Fitzhugh Rd. P.O. Box 52  
Dripping Springs, TX 78620**

Neighbors of Dripping Springs Downtown Historic District

NOTIFICATION OF EVENT: June 14, 2025

To: NEIGHBORS OF THE DOWNTOWN HISTORIC DISTRICTS

Rambo Masonic Lodge has received an approved Special Event Permit for an event described below to be held on property owned by Rambo Masonic Lodge.

Chartered by The Grand Lodge of Texas in 1875, Rambo Masonic Lodge will host an event on June 14, 2025 in Celebration of our Sesquicentennial 150<sup>th</sup> Anniversary. The Lodge is located in the Historic District of downtown Dripping Springs, TX near the intersection of Mercer Street and Old Fitzhugh Rd, the address is 103 Old Fitzhugh Rd. The two-story native stone building, recorded in 1968 as a Texas Historic Landmark, was Dripping Springs Academy founded in 1881 by W.M. Jordan a noted Baptist Preacher. The building was given to Pedernales Baptist Association in 1883; then to the Public School District in 1889. A second floor was added in 1920. In 1952 it became the property of Rambo Masonic Lodge #426 A.F. & A.M. and its ownership remains the same today.

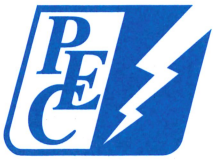
The open house and celebration outdoors will begin at 11 a.m., end at 3 p.m. and will be free and open to the public. Between 2 p.m. and 3 p.m. there will a spokesperson to give a be a brief history of the Lodge and Proclamations by the Grand Lodge of Texas, the City of Dripping Springs and Hays County. North Hays County Fire and Rescue Emergency Services #6 will have a Touch a Fire Truck for the kids and there will be a Classic Car Exhibit by Speeding Springs. Food and non-alcoholic beverages will be provided. We expect the event to draw 150 to 200 people, including representatives and dignitaries from the Grand Lodge of Texas, City of Dripping Springs and Hays County, as well as Masons and visitors throughout the day.

There will be some set up involved one day prior to the event. A Temporary Structure, a tent approximately 15' x 30', will be erected between Old Fitzhugh Rd. and the west side of the Lodge building. Traffic flow on nearby streets will not be obstructed and no public street closures are required or permitted. Public parking and restrooms are provided. Trash receptacles will be provided in the area. Clean-up will begin at 4 p.m., all trash will be properly disposed of during and following the event.

We are sure all of our visitors will enjoy the hospitality offered by our Historic District business neighbors.

Sincerely,  
Lyn Alderson  
Rambo Masonic Lodge Secretary

[www.rambo426.org](http://www.rambo426.org) [info@rambo426.org](mailto:info@rambo426.org)



Received

MAY 21 2025

City of Dripping Springs

Election ID:

417442

Election Password:

P3PWHVNF

**Pedernales Electric Cooperative, Inc.**  
**2025 Board of Director Election Ballot**

Item # 6.

At PEC, your voice matters. For more than 85 years, we've been owned and governed by our members. Your vote in the annual board election is your chance to actively participate in your cooperative.

Please review the voting instructions below or visit [pec.coop/voting](https://pec.coop/voting) for the various methods to vote.

Learn more about the 2025 election at [pec.coop/election](https://pec.coop/election).

100416

CITY OF DRIPPING SPRINGS

C/O MICHELLE FISCHER

PO BOX 384

DRIPPING SPGS TX 78620-0384



Scan this QR code with a mobile device to access your personal ballot package.



### Voting instructions

You must cast your ballot online or by mail before **June 13, 2025**, by 5 p.m.

#### Voting online

Go to [directvote.net/pec](https://directvote.net/pec) to access the login page of the 2025 PEC election.

- The Election ID and Election Password you will use to log in are on this paper ballot.
- Online voting begins May 21, 2025, at 12:01 a.m. CDT, and ends June 13, 2025, at 5 p.m. CDT.

#### Voting by mail

- Mark your selections by completely filling in the box next to your choice with a No. 2 pencil or blue or black pen (example ■).
- Detach ballot and place in the enclosed postage-paid return envelope. Mail to PEC Election, C/O Survey & Ballot Systems, P.O. Box 46430, Eden Prairie, MN 55344-9876.
- **DO NOT MAIL YOUR BALLOT TO PEC.**

#### Voting online via SmartHub

Log in to SmartHub and follow the online voting instructions.

#### PEC Annual Membership Meeting

The annual membership meeting will take place at 9 a.m. on June 20, in the auditorium at PEC Headquarters, located at 201 South Ave. F, Johnson City, Texas. There will be no voting at the annual membership meeting.

#### Replacement ballot

If you need a replacement ballot or experience issues with online voting, please call Survey & Ballot Systems directly at 866-909-3549, Monday through Friday from 8 a.m. to 5 p.m. CDT, or email [support@directvote.net](mailto:support@directvote.net).

### MARKING INSTRUCTIONS

EXAMPLE ■

PLEASE DETACH BEFORE RETURNING BALLOT

## 2025 PEC ANNUAL DIRECTOR ELECTION

↑ DETACH HERE

100416

### Candidate for Director District 4

Vote for only one (1) Candidate:

- ☐ Michael Trentel
- ☐ Travis Cox
- ☐ John Barksdale
- ☐ Dan Strack
- ☐ Todd H. Votteler

01

100416

### Option to voluntarily participate in the Power of Change program

Please mark the box if you wish to participate:

- ☐ Yes, I want to enroll in the PEC Power of Change and round up my electric bill for all accounts to the nearest whole dollar to support local nonprofit organizations, PEC's educational support program and PEC's member payment assistance program. Participation is voluntary, and I can withdraw at any time. Learn more at [pec.coop/power-of-change](https://pec.coop/power-of-change).

290

DirectVote



[View Candidate Questionnaire](#)

[View Conflict of Interest Form](#)

[View Code of Conduct Affirmation](#)

John is an electrical engineer with more than 15 years of experience in the power industry who is passionate about ensuring reliable, affordable electricity for all. He is a licensed professional engineer in Texas and holds a Master of Engineering. John has successfully managed five power plants and developed a 10-year capital improvement plan, showcasing his ability to balance long-term goals with immediate community needs. Not only does John bring years of work experience and expertise, but living in Buda also gives him unique insights into the needs of the community. As a Hill Country resident, he is personally invested in making sure his community's needs are heard, they are able to make well-informed decisions, and that PEC continues serving the area effectively and efficiently.

John's goals for PEC include the following:

- Improve the solar educational program for homeowners interested in installing solar panels to help members make informed decisions.
- Encourage better voluntary programs and rebates (e.g., peak-time rebate) to help lower the cost of electricity by decreasing power at peak times when the cost of electricity is highest.
- Ensure members are heard and have a voice before decisions are made. He will listen to what members want and need, and advocate for them as he uses that information to help make PEC the best it can be.

Throughout his career, John has worked in both public and private sectors within the electric industry, with significant experience working for a municipal utility serving 27,000 customers and managing five power plants. This role allowed him to gain an in-depth understanding of the entire electric system, including substations, metering, distribution, outage management, and customer service interactions. This broad exposure to utility operations has provided John with a well-rounded view of the energy sector, as well as the importance of collaboration among customers, linemen, electricians, mechanics, city officials, and other key stakeholders to ensure safe, reliable, and affordable electricity for customers.

He has also contributed significantly to long-term planning and strategic decision-making. One of his notable contributions was his role in developing a 10-year capital improvement plan for the utility, which included the replacement of aging infrastructure, installation of advanced metering systems, and the implementation of outage management systems. He was actively involved in difficult decision-making processes, balancing the utility's long-term goals with the immediate needs of the community. This work has given him insight into the complexities of utility management and the necessity of maintaining a forward-thinking perspective to meet future challenges.

In his current role, John continues to apply his expertise to improve utility systems, focusing on designing wind and solar farms and ensuring that electricity remains safe, reliable, and affordable. As a professional electrical engineer, John understands the technical and logistical challenges involved in maintaining an electric utility, and he is dedicated to ensuring that the decisions made by the board of directors are well-informed and in the best interest of all members.

John's well-rounded perspective and expertise in electrical engineering will be a valuable asset to the PEC Board of Directors. He is particularly well-suited to help guide decisions related to infrastructure, new technologies, and the evolving needs of our community. He can not only help the board of directors evaluate the impact of proposed policies and projects, providing insight into whether they will be efficient, cost-effective, and feasible, but also provide insight into current best practices and industry trends. This technical knowledge will be invaluable as PEC moves forward with initiatives like grid modernization, distributed generation, and the integration of renewable energy sources.

In addition to his technical expertise, John brings strong interpersonal skills to the table. He is a natural listener and believes in the importance of open communication between the board, PEC staff, and the cooperative's members. He is accustomed to working collaboratively with diverse teams, and he recognizes the value of different perspectives when making decisions. His ability to listen and understand the needs of others will allow him to advocate effectively for PEC's members and ensure that the board makes decisions that are in the best interests of the cooperative and its community.

With his wealth of experience, technical expertise, dedication to PEC's mission, and insight into the priorities of our community, John is well-equipped to serve on the board of directors. As a Hill Country resident, he is committed to ensuring that PEC continues to evolve and thrive as it navigates the changing landscape of the electric utility industry – ultimately benefiting PEC members. **His vision is to make PEC one of the top electric cooperatives in the nation by implementing smart policies, embracing new technologies, and keeping the best interests of PEC's members at the forefront of every decision.**



**Candidate Questionnaire Responses**

- 1) *What makes PEC's mission meaningful to you, and what interest you about serving on the PEC Board of Directors?*

I strive to achieve this mission every day in my previous and current job as I make sure that electricity is safe, reliable, and affordable. As a PE, I took an oath to protect the public health and safety which is like PEC's mission by providing electricity reliable and safe.

I have a personal interest in being a director in that I want to make sure that the electricity in our cities, our neighborhoods, and our homes is reliable and cost affordable. We are all connected by our reliance on electricity and want to make sure that PEC continues to do this. I can understand the details, the labor, and the equipment that is needed to put these plans and policies in place to help make better decisions for every member.

- 2) *What education, skills, strengths or life experiences do you have that would benefit PEC?*

I am a licensed professional electrical engineer in Texas, have been in the power industry for 15 years, and a Master of Engineering. I strive every day in my career to make sure that electricity is safe, reliable, and affordable. I want to help Pedernales by using my knowledge of electricity to make sure that the plans, policies, and decisions being made are efficient and will work.

My educational and work background has provided me with the knowledge of how electricity works and what it takes to generate, transmit, and distribute power to customers. My understanding of how the power grid and utility works would benefit PEC as I can understand how the decisions being made would impact PEC as a whole.

- 3) *What other boards or committees have you served on or leadership positions have you held in the past?*

President of Ulteig Toastmasters (2024)  
President of UW Engineers Without Borders (2009)

- 4) *Are you familiar with the elements of the cooperative business model?*

Yes, I am and a powerful benefit of this model is that everyone in PEC is an owner. As member-owners, we can all be motivated to make this one of the top electric utilities in the nation. PEC is not a company that is for profit and any excess funds go straight back to the owners or back into the company.

- 5) *How would you approach working with your fellow PEC Board of Directors to achieve collaboration and consensus?*

I would listen first and understand where others are coming from. If I can understand the reasoning of other directors then we can collaborate together to come to a consensus. In order for collaboration and consensus to occur, there has to be a mutual respect for one another that we are all working on the common goal of doing what is best for PEC.



[View Candidate Questionnaire](#)

[View Conflict of Interest Form](#)

[View Code of Conduct Affirmation](#)

- **Board Accountability**
- **Running for the members and employees of PEC**
- **Reduce Rates while maintaining great service and reliability**
- **No affiliation with any special interest groups**

Travis Cox resides in Driftwood, Texas, in the heart of Hays County, alongside his wife Victoria, and together they have raised three remarkable daughters. A proud fifth-generation Texan, Travis was born and raised between Austin and Dripping Springs, where his parents, Brenda and Tommy Cox, still live. He takes pride in being the son of Tommy and Brenda, both of whom are retired Texas educators and coaches, and he is also the brother of Major Garrett Cox, USMC.

Travis is a Master Plumber, licensed by the Texas Board of Plumbing Examiners, and also holds an Underground Fire Protection Sprinkler license from the Texas State Fire Marshal's office. As the owner of two thriving local businesses, he continues to maintain his licenses while working throughout the great state of Texas with his commercial plumbing company. With 24 years of experience, he is well-versed in the construction industry, particularly in large renovations and new construction projects.

Having been self-employed for 19 of those years, Travis has developed extensive experience interacting with both the private and public sectors. He recognizes the importance of budgeting and effective communication and is committed to working diligently for PEC members. Managing multiple contracts and adhering to deadlines is part of his daily routine. He has held contracts with the City of Austin, Austin Independent School District, Texas General Land Office, Texas Military Department, Texas Department of Public Safety, Texas State University, University of Texas, and many other universities, school districts, municipalities, and private projects. This experience has equipped him with the patience and organizational skills necessary to collaborate with various entities, ensuring projects are completed on time and within budget. He aims to utilize his broad expertise on the PEC board to support the area's accelerated growth while maintaining a steady business model that benefits all PEC members.

In his free time, Travis serves on the Hays County Livestock Show Board and has been an active buyer for the past 12 years. He also volunteers his time on the Hays County Sheriff's Office Training Advisory Board. His favorite commitment is in his family's local Wimberley 4-H club, where his daughters have participated for 14 years, showing many animals over the years. His oldest daughter

along with her husband, both Texas Tech graduates, and their newborn, reside in Hays County well. His middle daughter is set to graduate from Texas Tech University in Spring 2026 with a Master's degree in Ranch Management, while his youngest daughter serves as both the FFA president and the 4-H president of her local chapters currently. She plans to continue showing livestock throughout her senior year next year.

Item # 6.

Travis Cox has contributed to various organizations, including the Gunner Thames Memorial Rodeo, Republic of Texas Tailgate, Partnership for Children, Hays County Young Life, Hays County Sheriff's Scramble for the Kids, Wimberley Education Foundation, Dripping Springs Education Foundation, Emily Anne Theater, Knights of Columbus, Rodeo Austin's youth livestock show, Wimberley Civic Club, Wimberley EMS, Lonestar Cattlemen's, VFW Post #6441, Wimberley FFA, Wimberley 4-H, Buda 4-H, Dripping Springs Ag Boosters, and many other causes. His dedication to serving the community is a quality he aims to bring to the PEC board.

Travis Cox is committed to ensuring that members receive the best value in new and existing construction projects, all while prioritizing exceptional service for PEC customers. Elected to the board in 2022, he will continue working to maintain fair rates for every member. Travis will continue to represent the best interests of the members in the years to come.

Travis Cox is the ideal candidate for the PEC board for District 4, and we encourage you to not only cast your vote for him but also reach out to your family and friends to do the same.

## Candidate Questionnaire Responses

- 1) *What makes PEC's mission meaningful to you, and what interest you about serving on the PEC Board of Directors?*

Assisting our members and PEC employees during a time of rapid growth in our community is of extreme importance to me. Planning and working with the counties and municipalities to make sure we are in front of the growth. I will continue to keep rates down while maintaining great service.

- 2) *What education, skills, strengths or life experiences do you have that would benefit PEC?*

My entire life has been spent in Central Texas. I was raised on PEC power and have been a PEC member for over 20 years. My wife and I started our first business in 2007 and a second one in 2015. Together we employ on average 20 people a year. Self-employment encompasses many dynamic duties and roles and requires the ability to plan ahead, to all of which I am no stranger. Managing numerous contracts with school districts, municipalities, government agencies, universities and private projects has given me the skills and knowledge to make me an expert in my field. I hold a Master Plumbing License with Water Protection Specialists Endorsement and an Underground Fire Protection Sprinkler License. I intend on bringing the experience that I have gained with me to provide exceptional ideas and decisions for the members of the cooperative.

- 3) *What other boards or committees have you served on or leadership positions have you held in the past?*

I am currently serving on the Hays County Livestock Show board and the Hays County Sheriff's Office Training Advisory Board. I also support and assist many organizations I am passionate about in yearly fundraising activities and event preparations.

- 4) *Are you familiar with the elements of the cooperative business model?*

I am familiar with the cooperative business model and will ensure legal and ethical accountability and oversee the CEO that answers to the board. I support the Seven Cooperative Principles that have made cooperatives a success.

- 5) *How would you approach working with your fellow PEC Board of Directors to achieve collaboration and consensus?*

Work together to ensure PEC remains sustainable and cost effective for the members. Allow every director to be heard on matters up for consideration and within the guidelines of the PEC code of conduct. I am no stranger to negotiations and understand the importance of open dialogues to achieve a supportable outcome.

[View Candidate Questionnaire](#)[View Conflict of Interest Form](#)[View Code of Conduct Affirmation](#)

Dan Strack is a Lieutenant with the San Antonio Fire Department, bringing over 15 years of experience as a paramedic and first responder. In this leadership role, he has cultivated extensive expertise in managing complex emergencies, coordinating emergency response efforts, and ensuring public safety. With PEC's territory rapidly expanding into wildland-urban interfaces, many members within the cooperative face an increased risk of wildfires. Dan's in-depth knowledge and hands-on experience make him uniquely qualified to help the Board of Directors implement strategies to mitigate wildfire risk and protect our communities. He is also a Licensed Paramedic and holds a Master Structure Fire Suppression Certificate through the Texas Commission on Fire Protection.

Before transitioning to a career in firefighting, Dan earned a Bachelor's degree in Economics from the University of Illinois and built a strong foundation in finance as a research analyst for an investment consulting firm. There, he developed deep expertise in financial markets. Motivated by a passion for social impact, he used this knowledge to support underserved communities in Ghana through a volunteer program, helping expand financial access to entrepreneurs through microfinance. Today, he continues to contribute to the financial sector as a freelance writer, with over 200 published articles for a leading financial website. Dan is eager to bring his financial expertise to PEC to ensure the cooperative remains financially sustainable while delivering value to its members.

A resident of southwest Travis County for the past 10 years, Dan lives with his wife, Sarah, and their two children. Together, they have embraced a strong commitment to community service, actively volunteering with various nonprofits through Generation Serve and Girl Scouts of Central Texas. In his free time, Dan enjoys hiking Central Texas trails with his family and training for triathlons.

Dan Strack is committed to working with the Board of Directors to modernize and strengthen the PEC grid through innovative solutions. He believes in a members-first approach to decision-making and is dedicated to ensuring PEC not only serves its communities effectively but also leads the industry in innovation and sustainability.

### **Goals for PEC**

- **Keep PEC energy dollars local**
  - Expand PEC's Community Solar Program to provide more members access to locally sourced solar energy without the upfront costs or maintenance of personal solar panel installations.
  - Provide resources to members to weatherize their homes to become more energy efficient.



- **Develop a Comprehensive Plan to Minimize Wildfire Risks**
  - Member education programs in wildland-urban interface zones to decrease wildfire risk.
  - Improve vegetation management along PEC's distribution system.
- **Reduce Rates**
  - Reduce peak load through demand response programs and weatherization.
  - Invest in low-cost sustainable energy.
- **Make PEC Members and Employees Priority #1**

Dan Strack – District 4

Facebook @DanStrackforPECBoard-District4

**Candidate Questionnaire Responses**

- 1) *What makes PEC's mission meaningful to you, and what interest you about serving on the PEC Board of Directors?*

PEC has the potential to be a leader not only in the communities it serves but also within the energy industry. For decades, PEC has provided its members with cost-effective, reliable electricity. However, like many utilities, it has faced rising costs over the past four years, resulting in higher bills for its members. Without a proactive strategy to reduce costs and embrace more economical energy solutions—such as community solar—this trend will continue. I am committed to serving on the PEC Board to introduce fresh ideas, drive innovation, and modernize the PEC grid to meet the cooperative's growing energy demands over the next decade.

- 2) *What education, skills, strengths or life experiences do you have that would benefit PEC?*

Throughout my career, I have been committed to giving back to the community. I leveraged my expertise in financial markets to support entrepreneurs in developing countries, expanding their access to capital through a volunteer program. Today, I continue that spirit of service as a firefighter and paramedic for the city of San Antonio, dedicated to protecting and assisting those in need.

- 3) *What other boards or committees have you served on or leadership positions have you held in the past?*

I currently serve as a Lieutenant with the San Antonio Fire Department. In this position, citizens of San Antonio rely on my crew and I to solve complex emergencies. At my core, I'm a problem solver who must think outside the box to keep the public safe and my crew trained to the highest standards. I would bring this dedication to serve on the PEC Board of Directors and work to solve the biggest problems facing our Co-op.

- 4) *Are you familiar with the elements of the cooperative business model?*

The cooperative model is what draws me to serve on the PEC Board. Cooperatives should operate in a financially sustainable manner, while at the same time serving all members' needs. At PEC, it's essential to cut excess costs to ensure the maximum amount of capital credits are returned to its members and rates are kept low. All members get an equal say in how the cooperative is run and I'll ensure all members' voices are heard.

- 5) *How would you approach working with your fellow PEC Board of Directors to achieve collaboration and consensus?*

Ultimately, I believe the PEC Board of Directors must focus on three core priorities: affordability, reliability, and sustainability. I am committed to working collaboratively with fellow directors to strengthen and enhance these goals. Meaningful progress as a member-owned cooperative requires teamwork, and I will ensure that collaboration remains at the heart of every decision we make.



[View Candidate Questionnaire](#)

[View Conflict of Interest Form](#)

[View Code of Conduct Affirmation](#)

Michael Trentel is an experienced power industry executive with a track record of successfully leading and managing organizations with large asset portfolios that include facilities located in Texas. He is interested in using that experience to represent and serve the Pedernales Electric Cooperative members to safely deliver low cost, reliable power to existing and future PEC members.

Michael's career spans 37 years in the energy industry including 27 years in the electric power sector. He has directly led and managed project development, finance, asset management and mergers and acquisition functions for companies with assets exceeding 15,000 megawatts in generation capacity across the US, including over 4,500 megawatts in Texas. Michael was also a Managing Director at an investment bank focused on providing debt and equity capital, and project development advice to its clients in the energy and infrastructure sectors.

Since 2020, Michael has been the CEO, President, and CFO of a privately held power company with over \$6 billion in assets, including two utility scale power generation assets in Texas capable of serving over one million homes with power. During the COVID pandemic, Michael successfully managed the company and led a team to create policies and procedures to ensure the safety of its employees and suppliers which supported the continued operations of these critical infrastructure assets. Michael also led the company through winter storm Uri in 2021 to maximize power generation from its Texas assets during this historic weather event.

Michael's leadership style includes seeking input to develop strategies and plans that can be supported by the team and yield the expected outcome. He strives to be a strong communicator who listens and seeks the best means to address issues through collaboration.

Michael is also a small business owner of a consulting firm that provides project management, financial and executive advisory services to its clients.

Michael's educational background includes earning an undergraduate degree in chemical engineering from Purdue University and an MBA from USC. This has provided him with a solid foundation for critical thinking and effective business management.

Michael enjoys giving back to the community and has done so in a variety of ways. His community service background includes:

- School district bond committee member

- School district strategic financial planning Chairman
- University of Texas Parent Association Board Member
- High school booster club Treasurer
- Credit union audit committee Chairman
- Recreation sports coach

Serving in the PEC District 4 board position would be a beneficial way for Michael to continue being an active community member.

Michael's primary interest in representing District 4 PEC members and all PEC members is to ensure continued delivery of safe and reliable, low-cost power across the service territory.

Members expect safety and reliability from PEC. He will support strategic planning for maintenance, upgrades, and expansion of the PEC distribution system so that continued power reliability is assured. Michael aims to ensure that proper vegetation management along power line routes is conducted to minimize risks of fires and interference, and to keep power flowing during times of inclement weather. Given his financial background, he will also seek out opportunities to minimize costs in order to keep power prices low for PEC members.

Michael is a firm believer in PEC's efforts to be a visible and stalwart corporate citizen for the communities it serves, and he will look for ways that PEC can continue to grow its community programs.

Michael has been married to his wife, Mitzi, for 31 years and has three adult children. He also has extended family throughout the Hill Country. Michael and Mitzi attend Chapel in the Hills church in Wimberley. His interests include travel and exploring the Hill Country, listening to live music, hiking, and running.

**Candidate Questionnaire Responses**

- 1) *What makes PEC's mission meaningful to you, and what interest you about serving on the PEC Board of Directors?*

I have spent over 27 years in the power industry, and I am proud to have played a role in developing, financing, constructing and operating over 15,000MW of generation assets to support our nation's growing power demand. I recognize PEC's continuing membership growth and would like to employ my experience and leadership skills to contribute to being able to meet the current and future electricity demand while safely delivering reliable, low-cost power to the members.

- 2) *What education, skills, strengths or life experiences do you have that would benefit PEC?*

I believe my core strengths include being both a team player and leader and being a problem solver. I also strive to build trust, and I value personal integrity and accountability. I have deep experience in the power industry and have successfully navigated complex and often stressful situations. Examples include managing a power generation company through COVID and winter storm Uri, executing large M&A transactions, and dealing with fallout from the Enron bankruptcy.

I have a chemical engineering degree and an MBA which provides a foundation for critical thinking and effective business management.

- 3) *What other boards or committees have you served on or leadership positions have you held in the past?*

I have served on numerous corporate boards and committees in the power industry. Notably, I was a member of a Board for a company that owned more than 4,000 MW of power generation, and in another instance, I was on the Board for a company that owned more than 6,000 MW of power generation. I have served on audit and valuation committees as well.

I have held executive leaderships positions including CEO, President, CFO, Chief Risk Officer, Treasurer and Managing Director for companies that managed up to 6,000 MW and \$6 billion of power generation assets. These organizations employed more than 200 staff members and include managing assets in ERCOT.

- 4) *Are you familiar with the elements of the cooperative business model?*

I have attended PEC board meetings in the past, and I have a familiarity through my PEC membership. I have also conducted business in ERCOT with another cooperative entity during an asset sale transaction. I recognize that PEC is a non-profit organization owned by its members and designed to serve them.

- 5) *How would you approach working with your fellow PEC Board of Directors to achieve collaboration and consensus?*

As a Board member, I would strive to build relationships with my Board and management colleagues and engage with them to understand issues through due diligence and dialogue to



provide proper direction and guidance, and to create the best solutions possible. I would I  
utilize subject matter experts as appropriate to aid in the process. I am comfortable utilizing  
various forms of communication (meetings, videoconference, phone, email).

Item # 6.



[View Candidate Questionnaire](#)

[View Conflict of Interest Form](#)

[View Code of Conduct Affirmation](#)

Todd Votteler is a sixth generation Texan and 20-year resident of District 4. He has three decades of experience in water and land management. Through his consulting firm, [Collaborative Water Resolution LLC](#), he; conducts research on complex water issues; provides facilitation, mediation and conflict resolution training services for water and land disputes; and offers executive search services for land and water organizations including utilities.

Votteler's experience includes serving as a special master for a federal court in Midland, an executive manager at a wholesale and retail water supplier and hydroelectric power provider, and time as a research scientist at the Battelle-Pacific Northwest National Laboratory supporting the Department of Energy.

Votteler has served on boards at Texas State University and The University of Texas at Austin. He was elected chairman of the Texas Land Trust Council and the Guadalupe Basin Coalition. He is a graduate of the Governor's Executive Development Program. His degrees include a doctorate in environmental geography from Texas State University.

Votteler's education and experience in science and resource management would complement the wealth of business experience within the current board. In addition to affordable power, Votteler's priorities for the PEC include:

Increasing transparency. Increasing the board agenda posting requirement from 72 hours to one week prior to meetings (as many state and regional utilities agencies already do in Texas) will allow the public more time to prepare and participate in PEC meetings.

Reducing the potential for wildfires. In 2024, the largest wildfire in Texas history was started by downed power lines. A comprehensive examination of the wildfire risk associated with the PEC's transmission system would reduce the likelihood of PEC operations sparking future wildfires.

Increasing system resilience. Ensuring that the PEC is ready for the next winter storm like Uri or summer demand surge should be a top PEC priority. Increasing the PEC system's resilience would reduce the impact of surge events and their associated spikes in energy prices. Expanding the use of underground lines where necessary would reduce the vulnerability of the PEC's lines to falling branches during thunderstorms and ice storms. Expanding PEC's current battery storage facility in Johnson City, and adding additional battery storage facilities, will increase system resilience and allow the PEC to take greater advantage of growing supplies of wind power, which has become the least

expensive source of all new supplies.

Item # 6.

Upgrading system capacity. Replacing more of the PEC's conductors with larger conductors and upgrading more 69kV lines to 138kV lines, will increase the capacity and reliability of PEC's system and ensure that the PEC will meet the service area's growing power demands.

Votteler and his wife Sharmon have two daughters, Victoria who graduated from James Bowie High School, and Caroline who is a student at Bowie.

**Candidate Questionnaire Responses**

- 1) *What makes PEC's mission meaningful to you, and what interest you about serving on the PEC Board of Directors?*

For nearly two decades I worked for the Guadalupe-Blanco River Authority (GBRA), which is regional water and hydroelectric power utility. As Executive Manager of Science, Intergovernmental Relations, & Policy I learned the importance of providing reliable and affordable water and power to those who depend upon it. The PEC relies upon energy supplied from a mix of sources through the Electric Reliability Council of Texas (ERCOT). Each source has certain advantages and disadvantages. Personally, I am drawn to the challenge of providing reliable power to 8,100 square miles of service area with rising demands.

- 2) *What education, skills, strengths or life experiences do you have that would benefit PEC?*

Through my experience in water and land conservation and management I have acquired skills that can benefit the PEC. My preparation for this work included a B.S. and M.S. in natural resources, eventually a doctorate in environmental geography from Texas State University and graduating from the Governor's Executive Development Program. Today, I conduct water research and provide facilitation, mediation and training services for those navigating natural resource conflicts. I believe my accumulated education and experience will benefit the PEC board, which must reconcile competing interests to fulfill its mission to serve its customers.

Through the executive search service, I provide to water utilities and other organizations I evaluate executive leadership and performance. This work has given me insight into how the changing workforce impacts organizations like the PEC that compete to hire engineers and other employees with skills that are in demand.

- 3) *What other boards or committees have you served on or leadership positions have you held in the past?*

I have served on multiple boards, committees and councils including those at Texas State University and The University of Texas at Austin (UT). At UT I served on an advisory committee at the Jackson School of Geosciences, and with the Austin Technology Incubator. I was elected chair of the Texas Land Trust Council and Guadalupe Basin Coalition.

- 4) *Are you familiar with the elements of the cooperative business model?*

As a former executive manager at a not-for-profit regional water and power utility, I understand the PEC's business model and how utilities operate. Electric cooperatives are not-for-profit businesses owned and controlled by their members, who are also the customers.

- 5) *How would you approach working with your fellow PEC Board of Directors to achieve collaboration and consensus?*

My education and experience in science and resource management would complement the abundance of business experience on the current board. Through my facilitation and mediation work I understand collaborative problem solving, which would be the foundation of how I would approach serving on the PEC board.

**Solid Waste Franchise**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING ARTICLE 10.04; GRANTING TO TEXAS DISPOSAL SYSTEMS, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO OPERATE AND MAINTAIN TRASH AND REFUSE COLLECTION ROUTES WITHIN THE CITY OF DRIPPING SPRINGS; EXTENDING AN EXCLUSIVE FRANCHISE FOR BOTH RESIDENTIAL AND NON-RESIDENTIAL CUSTOMERS; EFFECTIVE DATES, SEVERABILITY, AND OTHER PROVISIONS RELATED TO THE EXTENSION OF FRANCHISE.

**WHEREAS,** the City of Dripping Springs (“City”) is a municipal corporation organized under the laws of the State of Texas and, pursuant to the Texas Constitution and state law, possesses the power to protect and promote the public health, safety, and welfare, to regulate the use of the Public rights-of-way, and to issue and revoke licenses; and

**WHEREAS,** the City owns or is the proprietor over public streets, rights-of-way, alleys, and other public property and acts as trustee and guardian for the benefit of City citizens; and

**WHEREAS,** pursuant to the laws of the State of Texas, the Texas Legislature has recognized and established that an incorporated municipality may make a reasonable, lawful charge for the use of public rights-of-way within the municipality; and

**WHEREAS,** uncollected garbage or a chaotic system whereby garbage is disposed of on an irregular basis without enforcement of reasonable rules would constitute both a health hazard and a nuisance; and

**WHEREAS,** the City seeks to preserve quality of life by minimizing noise, odor, and litter related to solid waste collection; and

**WHEREAS,** the City strives to protect pedestrians and motorists by limiting the number of trucks operating near residences, parks, and schools; and

**WHEREAS,** the City Council has determined that the availability of refuse collection services in the City will promote the public health, safety, and general welfare of the residents of the City and would serve the public interest; and

**WHEREAS,** it is within the City's police power to enforce a comprehensive garbage collection plan; and

**WHEREAS,** after a bidding process, Texas Disposal Systems was chosen to provide Solid Waste Services to the City of Dripping Springs, and has been engaged in waste removal



**WHEREAS,** the City Council finds that the public interest will be served by the granting the exclusive solid waste franchise to Texas Disposal Systems to provide waste removal services within the boundaries of the City of Dripping Springs, Texas.

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

### **1. FINDINGS OF FACT**

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

### **2. ENACTMENT**

Chapter 10, Article 10.04 is amended so to read in accordance with “Exhibit A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be added to Article 10.04 and any text that is struck through shall be removed.

### **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 as provided for by law. Transition to Texas Disposal Systems shall occur beginning July 1, 2025.

### **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 3<sup>rd</sup> day of June, 2025, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

Item # 8.

**CITY OF DRIPPING SPRINGS:**

*by:* \_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Diana Boone, City Secretary

City of Dripping Springs  
CODE OF ORDINANCES  
CHAPTER 10. HEALTH & SANITATION  
ARTICLE 10.04: SOLID WASTE

SUBCHAPTER A: FRANCHISE

**Division 1. Generally**

**Sec. 10.04.001 Popular name**

This article shall be commonly cited as the “solid waste franchise” article.

**Sec. 10.04.002 Purpose**

(a) Provisions. This article provides city residents with guidelines for receiving solid waste removal services and identifies ~~Waste Connections Lone Star~~ [Texas Disposal Systems](#) as the private service provider contracted to carry out municipal solid waste collection and disposal.

(b) Public welfare. The purpose of this article is to promote the public welfare by providing for collection and disposal of residential, commercial, and industrial solid waste.

**Sec. 10.04.003 Scope**

This article applies to all property within the incorporated municipal boundaries (i.e., “city limits”) and the extraterritorial jurisdiction (“ETJ”) [to the extent allowed by law](#). This article applies to action taken after the date of enactment.

**Sec. 10.04.004 Definitions**

(a) General. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the

feminine gender (and vice versa). The word “shall” is always mandatory, while the word “may” is not. Headings and captions are for reference purposes only.

Item # 8.

(b) Specific.

Alley. A publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel.

City. The City of Dripping Springs, a municipal corporation, located in Hays County in the State of Texas.

Council. The city council, the governing body of the City of Dripping Springs.

Grantee. The company authorized to provide waste hauling service, ~~Waste Connections Lone Star~~ Texas Disposal Systems, to the City of Dripping Springs, or its successor, transferee, or assignee.

Gross revenue. All revenues derived directly or indirectly by the grantee, its affiliates, subsidiaries, parent, and any person in which the grantee has a financial interest, from or in connection with the operation of the waste hauling service pursuant to this article. “Gross revenue” shall not include any taxes or fees on waste hauling services furnished by the grantee imposed directly upon any customer by the state, city or other governmental unit and collected by the grantee on behalf of such governmental units.

Sidewalk. That portion of a street that is not improved and maintained for vehicular travel.

Street. A publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular traffic.

Subscriber. A recipient of waste hauling services under this article.

Waste hauling service. All municipal solid waste collection and removal services provided by the grantee to a customer residing in the City of Dripping Springs. This term includes collections from residential or residential and commercial customers.

## **Division 2. Franchise**

### **Sec. 10.04.031 Required**

No person providing waste hauling services shall be allowed to occupy or use the streets of the city or be allowed to operate within the city without a franchise from the city.

### **Sec. 10.04.032 Granting of franchise**

There is hereby granted to grantee for ~~an extension of two years to the full term of~~ up to five (5) years from a date to be agreed upon between the City and grantee between the effective date of this Chapter and July 1, 2025 the right, privilege, and franchise to have, use, and operate in the entire area of the city a waste hauling service; and to have, use, and operate its vehicles in, over, under, along, and across the present and future streets and alleys. This grant for use of city streets and alleys is exclusive, but does not establish priority for use over permit holders or the city’s or public’s use of public property. The grantee’s use of city streets and alleys shall be subject to and in accordance with the city’s policies

and procedures governing said use. The exclusive franchise granted by this article shall apply to both residential and nonresidential customers.

Item # 8.

#### **Sec. 10.04.033 Acceptance of franchise**

(a) The grantee shall, within thirty (30) days from the date this article or any amendment affecting the term or the grantee of the franchise takes effect, file with the city secretary of the city a written, sworn statement signed in its name and behalf in substantially the following form:

To the Honorable Mayor of Dripping Springs:

~~Waste Connections Lone Star~~ Texas Disposal Systems for itself, successors and assigns, hereby accepts this Franchise and agrees to be bound by all of its terms and provisions.

(b) The franchise or any extension authorized by this article shall take effect upon the city's receipt of the statement required above.

\* \* \*

### **DIVISION 4. NOTICES AND INSURANCE**

#### **Sec. 10.04.050 Notices**

All notices from Grantee to the City pursuant to this franchise shall be to the City Mayor, City of Dripping Springs, 511 Mercer Street, Dripping Springs, Texas 78620. All notices to the Grantee pursuant to this franchise shall be to: ~~Waste Connections Lone Star, 3 Waterway Square Place, Suite 110, The Woodlands, Texas 77380-3488~~ Texas Disposal Systems, 12200 Carl Road Creedmoor, Texas 78610. Grantee shall immediately notify City of any change of address.

\* \* \*





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

**Submitted By:** Laura Mueller, City Attorney; Michelle Fischer, City Administrator; Keenan Smith, TIRZ Project Manager

**Council Meeting Date:** May 6, 2025

**Agenda Item Wording:** **Discuss and Consider Agreement between the City of Dripping Springs and Rambo Lodge related to an easement agreement for the Stephenson Parking Lot Project.** *Sponsor: Mayor Pro Tem Taline Manassian*

**Agenda Item Requestor:**

**Summary/Background:** The Stephenson Parking Lot is a TIRZ project designed to create a parking lot adjacent to the Stephenson Building while improving the current parking lot. It is located on Mercer Street and would support downtown events and the Farmers Market. To move the project forward, the City needs to obtain an easement from the Rambo Lodge to provide access to the parking lot. The terms of the Easement Agreement include:

1. Easement provided by Rambo Lodge.
2. Fix and Repave the lot in front of Rambo Lodge at an estimated cost of approximately thirty-eight thousand dollars (\$38,000).
3. Rambo Lodge allows the use of repaved lot for City Events as we have previously done.
4. Rambo Lodge gets to use the new Stephenson Parking Lot for one event per year.

**Commission Recommendations:** TIRZ supports this as a priority project.

**Recommended Council Actions:** Approval.

**Attachments:** Easement; Attachments; PowerPoint; Staff Report.

**Next Steps/Schedule:** If approved, the easement will be closed and filed. Once the agreement is in place, the site development permit will also be approved.

STATE OF TEXAS

COUNTY OF HAYS

**Easement Purchase Agreement  
Between Rambo Lodge #426 A F & A M  
And  
City of Dripping Springs**

This Easement Purchase Agreement, hereinafter "Agreement" is made in Dripping Springs, Texas, by and between Rambo Lodge #426 A F & A M, referred to in this Agreement as "Rambo Lodge" and the City of Dripping Springs, a political subdivision of the State of Texas referred to in this Agreement as the "City" (collectively "the Parties" or singularly "Party").

WHEREAS, the location of the Rambo Lodge Property is located at a portion of 103 Old Fitzhugh Road, Dripping Springs, Texas in after referred to as the "Property"; and

WHEREAS, the City has approached Rambo Lodge with a request to purchase an easement on the Property to construct project related joint access and parking improvements; and

WHEREAS, as the City fully authorized by Chapter 272 of the Texas Government Code to make and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, Rambo Lodge and the City, do hereby provide the following:

**ARTICLE I.**

Recitals

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

**ARTICLE II.**

Real Estate

1. **Subject Property.** Subject to the terms and conditions of this Agreement, the Property includes an easement and includes the grant of property to the City to establish an easement for joint access and parking improvements for the Stephenson Parking Lot Project. Attachment "A".
2. **Compensation.**
  - (a) The City will fix remaining potholes and complete a mill and overlay with new pavement on the Rambo Lodge Parking Lot as shown in Attachment "B" concurrently with construction of Stephenson Parking Lot Improvements.

(b) Use of Stephenson Parking Lot for one (1) event each year at no cost. The event may last up to 48 hours. Time and dates to be set up with the Parks Department each year by separate written agreement. The written agreement shall include the agreement to clean and maintain the parking lot by the Rambo Lodge during and after their event.

### ARTICLE III.

#### Additional Obligations of the Parties.

1. **Removal of Personal Property.** Rambo Lodge shall be responsible for removing all machinery, equipment, goods, supplies, or other forms of personal property of any kind (hereinafter referred to as "Personal Property") that interfere with the easement within ten (10) days of written request by the City or its agent. Any Personal Property that remains not removed by its owner as stated shall be considered abandoned.
2. **Consent to Enter Property.** Rambo Lodge shall provide to the City, including the City's officials, employees, and agents (if third parties then subject to licensing, bonding, and insurance), to enter the easement property at times satisfactory to the property owner for surveying, inspection, construction, appraisal and maintenance of the easement and drainage improvements on the property.
3. **Closing.** Closing shall be by Easement Dedication and take place within sixty (60) days of execution of this agreement.
4. **Use of Rambo Lodge Parking Lot.** The City can use the Parking Lot when not under construction for the next five (5) years including:
  - a. A Weekend in March for Brewers Festival
  - b. A Weekend in April for Founders Day Festival
  - c. A Weekend in October for Songwriters Festival
  - d. A Weekend in December for Christmas on Mercer

The dates can be changed by the City notifies the Rambo Lodge at least ninety (90) days in advance. The City will maintain the parking lot during use and ensure that no damage is caused by the City during use. If any damage is done during use by the City, the City will repair the damage.

### ARTICLE IV.

#### General Provisions

1. Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, shall be deemed to have been given when physically received in hand by the Party to whom directed, and shall be directed personally to the following persons:

Notice to the City:

City of Dripping Springs  
 Attn: Michelle Fischer  
 City Administrator  
 P.O. Box 384  
 Dripping Springs, TX 78620

Notice to Rambo Lodge:

Rambo Lodge #426 A F & A M  
 Attn:  
 103 Old Fitzhugh Road  
 Dripping Springs, Texas 78620

1. The waiver by Rambo Lodge or the City of any breach of any provision of this Agreement will not constitute a continuing waiver of any subsequent breach of the same or a different provision of the Agreement.
2. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Agreement are performable in Hays County, Texas.
3. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors, and assignees of the Parties herein. No modifications or amendments of this Agreement shall be binding unless in writing and duly signed by the Parties or their authorized representatives. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity will not affect the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.
4. Both the City and Rambo Lodge agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.
5. By executing this Agreement, each Party represents that such Party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the City has authorized this Agreement.
6. Either Party may at its own option and expense research title history of the properties made subject of this Agreement.
7. The City does not waive any governmental immunity. Any provision herein interpreted by a court of law to waive the City governmental immunity is void.
8. This Agreement may be executed and made effective through the signing by the Parties of multiple originals.
9. This Agreement shall be Effective upon the date of the last date of signing by both Parties.



**NOW, THEREFORE BE IT AGREED UPON BY THE PARTIES AS STATED ABOVE.**

CITY OF DRIPPING SPRINGS

RAMBO LODGE

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared **Bill Foulds, Jr., Mayor of the City OF DRIPPING SPRINGS**, known to me to be the person whose name is subscribed to the foregoing Easement Purchase Agreement, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the \_\_\_\_\_ day of \_\_\_\_\_  
2025.

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

STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing Easement Purchase Agreement, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

\_\_\_\_\_

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the \_\_\_\_\_ day of \_\_\_\_\_,  
2025

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







**DRIPPING SPRINGS**  
Texas

# TIRZ Priority Projects Downtown Parking **Rambo Lodge Easement**

City Council Meeting  
05.06.2025

Michelle Fischer, City Administrator  
Laura Mueller, City Attorney



# Building Permit Review

Item # 9.

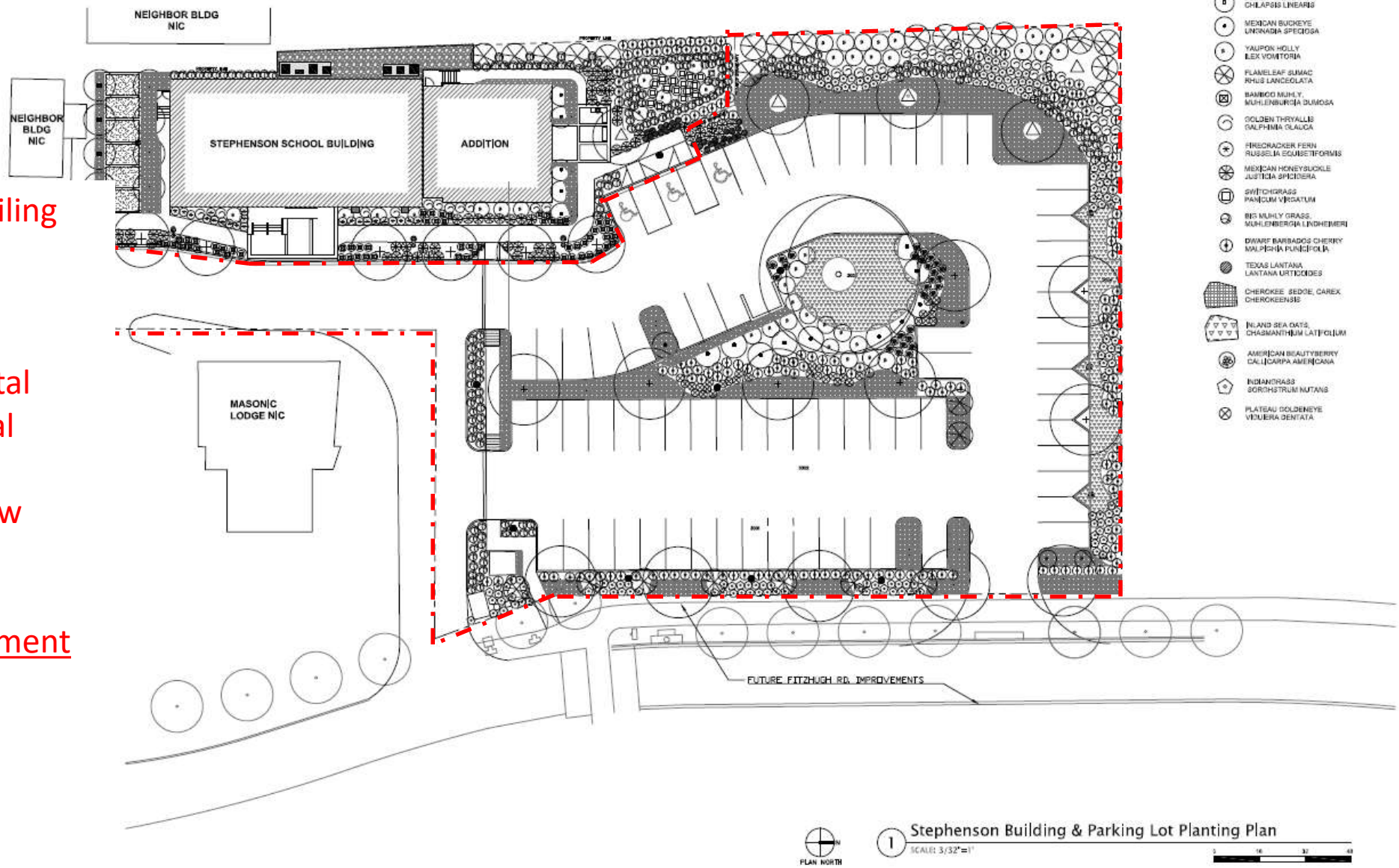
*Stephenson  
Building*



- 1/27/25: Submitted for Building Permit
- 3/6/25: Building Construction Plan Review Approved
- 3/13/25: Lighting Comments Received
- Building Permit Pending

## Site Development Permit Review

- 1/2/25: Notice of Filing for SD Permit
- 1/29/25: 1<sup>st</sup> Denial Comments Issued
- 3/26/25: Resubmittal
- 4/18/25 Conditional Approval
- Working on Last Few Items to get Permit Issued –Including obtaining this Easement



Item # 9.

311 Old Fitzhugh  
Dripping Springs, TX  
78620

City of Dripping Springs  
STEPHENSON SCHOOL  
BUILDING &  
PARKING LOT

311 Old Fitzhugh  
Dripping Springs, TX  
78620

COPYRIGHT

Co/Design, LLC. Reproduction or  
use for any purpose other than  
that authorized by Co/Design,  
LLC is prohibited.

REVISION HISTORY

PERMIT SET

Project No. 2024

Sheet No. 324

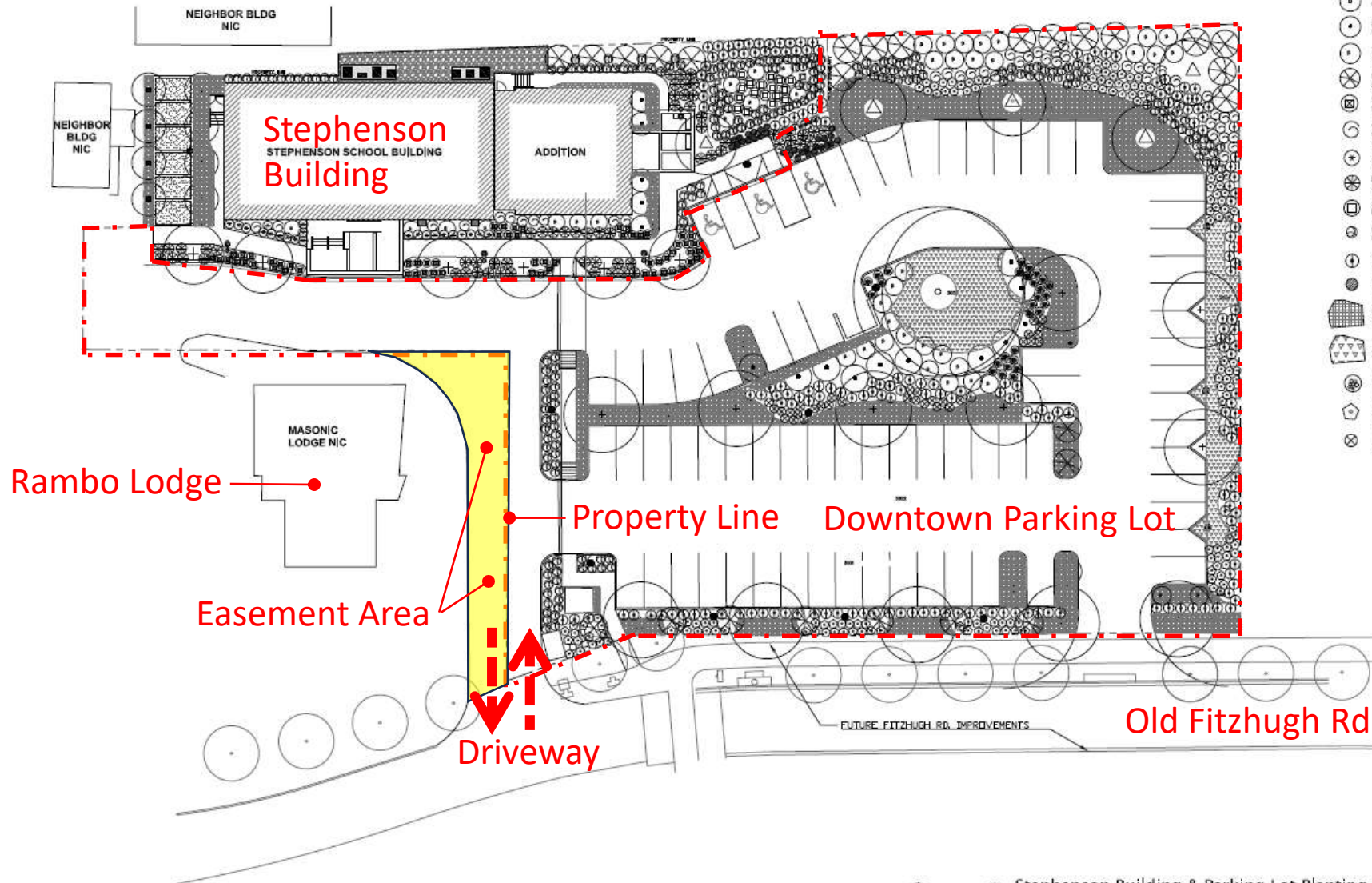
Sheet Number 14 OF 28

L1.00



# Rambo Masonic Lodge Easement

Stephenson  
Parking Lot



## PLANTING LEGEND

- △ CHINGLUMPH OAK, QUERCUS MUhlenbergii
- + CEDAR ELM, ULMUS CRASSIFOLIA
- DESERT WILLOW, CHILARIS LINEARIS
- MEXICAN BUCKEYE, UNKASIA SPECIOSA
- YAUPOH HOLLY, ILEX VOMITORIA
- ⊗ FLAMELEAF SUMAC, RHUS LANCEOLATA
- ⊗ BAMBOO MUHLY, MUHLBURGIA DUMOSA
- GOLDENTHRYALLIS, GALPHIMIA GLAUCO
- ★ FRODOCKER FERN, RUSSELLIA EQUISSETIFORMIS
- ⊗ MEXICAN HONEYBUCKLE, JUSTICIA SPICIFERA
- ⊗ SWITCHGRASS, PANICUM VIRGATUM
- ⊗ BIG MUHLY GRASS, MUHLBURGIA LINDHEIMERI
- ⊗ DWARF BARBADOS CHERRY, MALPELIA PUNICIFOLIA
- TEXAS LANTANA, LANTANA URSICOIDES
- ⊗ CHEROKEE SEDGE, CAREX CHEROKEENSIS
- ⊗ ISLAND SEA OATS, CHAMANTHUM LATIFOLIUM
- ⊗ AMERICAN BEAUTYBERY, CALLICORPA AMERICANA
- ⊗ INDIAN GRASS, SORGHISTRUM MUTANS
- ⊗ PLATEAU GOLDENYE, VILVERIA DENTATA

Item # 9.

311 Old Fitzhugh  
Dripping Springs, TX  
78620

City of Dripping Springs  
STEPHENSON SCHOOL  
BUILDING &  
PARKING LOT

311 Old Fitzhugh  
Dripping Springs, TX  
78620

COPYRIGHT

CoDesign, LLC. Reproduction or  
use for any purpose other than  
that authorized by CoDesign,  
LLC is prohibited.

REVISION HISTORY

PERMIT SET



Project No. 2024

Sheet No. 325

Sheet Number 14 OF 26

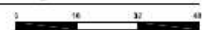
L1.00



1

Stephenson Building & Parking Lot Planting Plan

SCALE: 3/32"=1'





# Rambo Masonic Lodge Easement

Stephenson  
Parking Lot



Stephenson Building

- Property Line “Splits” Existing Driveway
- Easement for Joint Access
- Enables Project Permitting & Construction
- Provides City Maintenance

Item # 9.



**DRIPPING SPRINGS**  
Texas

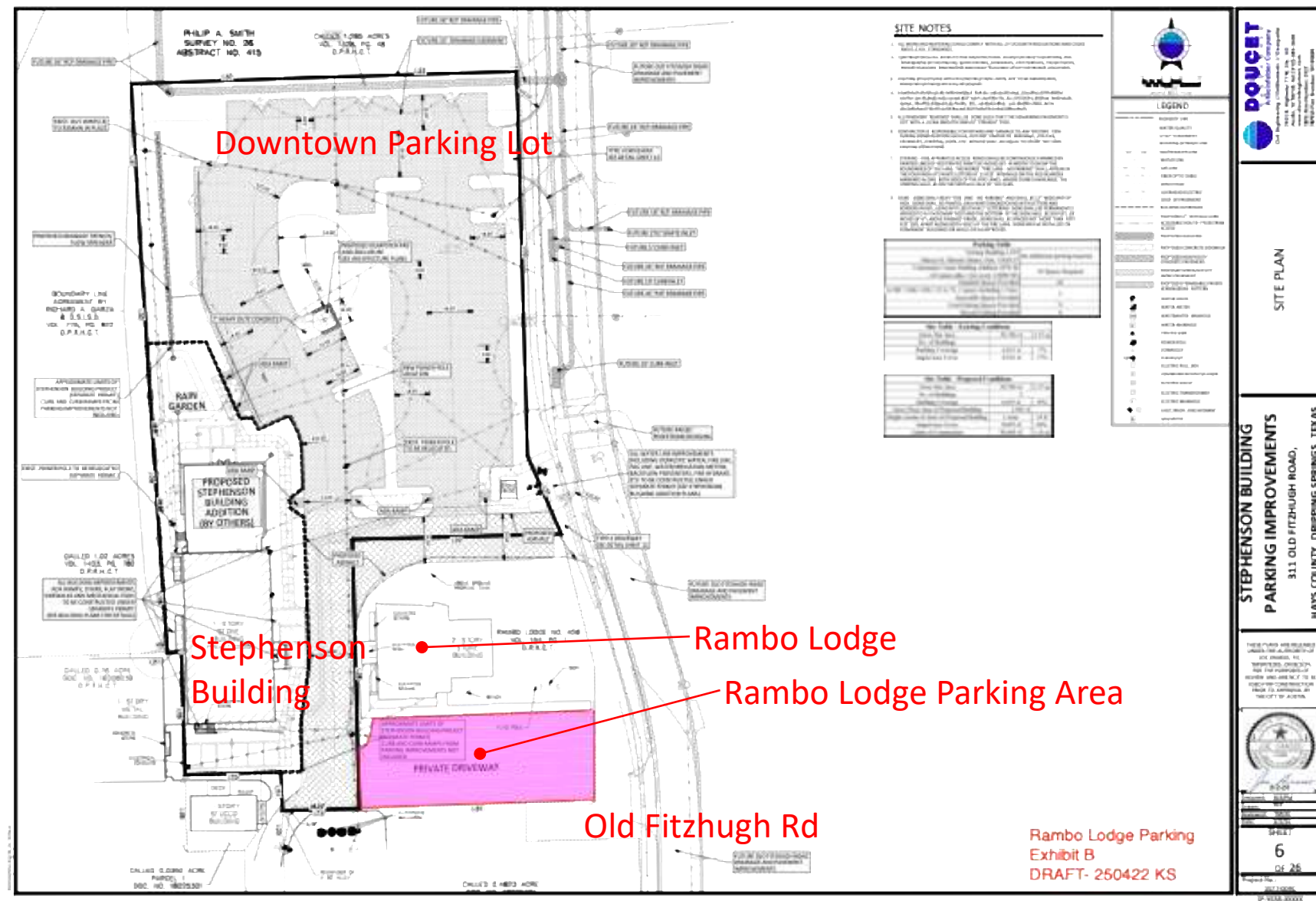




# Rambo Masonic Lodge Agreement:

Item # 9.

Stephenson  
Parking Lot



# Rambo Masonic Lodge Agreement

Stephenson  
Parking Lot



- Fix & Repave Rambo Lodge Parking Area w/Parking Lot Project Construction. Cost Estimate: \$38,000.
- Allow Rambo Lodge to use new Downtown Parking Lot (1) event per year

Rambo Lodge Parking:  
Potholes & Deterioration



# Rambo Masonic Lodge Agreement

## City Gets

- Joint Access Easement
- Permit Approval & Construction Enabled
- Use of Lodge's Property for 4 Annual City Events for next 5 years

*Stephenson  
Building*





**DRIPPING SPRINGS**  
Texas

QUESTIONS?



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

**Submitted By:** Emily Nelson, Assistant Director of Parks & Community Services

**Council Meeting Date:** 6/3/25

**Agenda Item Wording:** **Discuss and consider approval of a Professional Services Agreement with IRA Rinks South LLC for Western Wonderland 2025-2026.**  
*Sponsor: Council Member Sherrie Parks*

**Agenda Item Requestor:** Emily Nelson

**Summary/Background:** Western Wonderland 2024 moved in a forward growth direction with reduced costs.

Looking ahead to a possible Western Wonderland 2025, some of the big changes to assist in improving the ROI will include:

1. Opting out of an ice technician and allowing Parks Maintenance Employees to be trained and maintain the ice.
2. Continue increasing audience engagement in our specialty programs like the Character Breakfast and Micro Events.
3. Continue to increase community engagement through sponsorships with our area businesses.

Based on direction from City Council at the May 22, 2025 meeting, staff have prepared a new Professional Services Agreement with IRA Rinks South, LLC reflecting the recommended project scope and applicable budget.

**Recommended Council Actions:** Staff recommend the approval of Western Wonderland 2025 at Dripping Springs Ranch Park with pricing and scope as set out in the draft Professional Services Agreement with IRA Rinks South, LLC.

**Attachments:** Western Wonderland Budget Presentation  
 Draft Agreement

**Next Steps/Schedule:** Upon approval, execute agreement with IRA Rinks South LLC.



## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into as of \_\_\_\_\_ by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **IRA Rinks South, LLC dba Ice Rink Events**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Contractor to provide for the turnkey installation of a holiday season, temporary ice-skating rink facility to be staged in Dripping Springs, TX open to the public from November 21, 2025, through January 4, 2026. Contractor shall provide all necessary labor, material, and equipment to install, maintain, and uninstall the seasonal ice rink in at Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs Texas 78620 as further described as “Part A. Ice Rink Equipment, Installation and Removal” in Attachment “A” (the “Services”).
2. **Standard of Care:** The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity.
3. **Attachment:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein  
  
Attachment “A”: Contractor’s Proposal  
Attachment “B”: Insurance Requirements
4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed \$179,955.00 (the “Cap”), according to the payment terms set out in Attachment “”. Payment shall be made in current funds to the address specified by the Contractor in the invoice, provided the services invoiced have been satisfactorily completed. If additional work is needed, payments in excess of the Cap must be approved by the City in writing.
5. **Sales Tax Exemption:** The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Contractor acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Contractor in providing any necessary documentation to evidence the City’s tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.
6. **Invoice Rejection and Correction:** The City reserves the right to reject any invoice that is incomplete, inaccurate, or not in compliance with the terms of this Agreement. In the event of an invoice rejection, the City will provide written notice to the Contractor specifying the reasons for rejection. The Contractor shall correct and resubmit the invoice within ten (10) business days of receipt of the rejection notice. The City’s payment timeline will recommence upon receipt of the corrected invoice.

7. **Duration:** The work will be commenced and completed according to a described in Attachment “A”. This Agreement shall be in effect through to the completion of the Services and payment for such Services unless terminated as provided below or if all work associated with Agreement is completed.
8. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
9. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for services of any kind.
10. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor’s employees.
11. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
12. **Injuries/Insurance:** Contractor acknowledges the Contractor’s obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment “B”. Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor’s employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
13. **Indemnification:** Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify the Contractor for any expenses in any way connected with this Agreement. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE CITY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14. **Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
15. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid addressed as follows, provided that either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.
- |                            |                           |
|----------------------------|---------------------------|
| <b>To the City:</b>        | <b>To the Contractor:</b> |
| City of Dripping Springs   | IRA Rinks South, LLC      |
| Attn: City Administrator   | Attn: Evan Cadwell        |
| PO Box 384                 | 249 Central Park Avenue   |
| Dripping Springs, TX 78620 | Suite 300-22              |
| (512) 858-4725             | Virginia Beach, VA 23462  |
|                            | info@icerinkevents.com    |
16. **Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties including without limitation the Ice Rink Rental and Services Agreement dated July 29, 2024 between the City and IRE Crown Rinks, LLC, and assumed by the Contractor under an Assignment and Assumption Agreement as part of an Asset Purchase Transaction as defined therein. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.
17. **Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
18. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
19. **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.
20. **Governing Law and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

21. **Consequential Damages:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
22. **Force Majeure:** Neither Party shall be liable for any delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected Party promptly notifies the other in writing and uses diligent efforts to resume performance. A “Force Majeure Event” means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, pandemics, natural disasters, or governmental actions prohibiting performance, but excluding (a) changes in market conditions, (b) increases in the cost of materials, labor, or transportation, (c) tariffs, duties, taxes, or other governmental assessments imposed after the Effective Date, and (d) shortages or delays caused by the Contractor’s subcontractors or suppliers.
23. **Allocation of Price Risk:** The Contractor assumes all risk of cost increases, including but not limited to increases in the price of raw materials, fuel, transportation, and any tariffs, duties, or import/export restrictions imposed or increased after the Effective Date of this Agreement. Under no circumstances shall the City be responsible for any price escalation or surcharge arising from such changes. Contractor warrants that the Contract Price is firm, fixed, and inclusive of all applicable current and future tariffs and similar charges.
24. **No Extension or Adjustment:** No Force Majeure Event shall entitle Contractor to an increase in the Contract Price or other compensation, nor an extension of the performance schedule, except where the City, in its sole discretion, agrees in writing. Notwithstanding the foregoing, Contractor shall continue to perform its obligations to the extent not affected by the Force Majeure Event.
25. **Termination for Extended Force Majeure:** If a Force Majeure Event prevents performance for more than thirty (30) consecutive days, the City may terminate this Agreement without liability, penalty, or further obligation by providing written notice to Contractor.

[THIS SPACE INTENTIONALLY BLANK]

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

CITY OF DRIPPING SPRINGS

IRA Rinks South, LLC

Michelle Fischer, City Administrator

Evan Cadwell  
President

Date

Date



## ATTACHMENT "A"



**IceRinkEvents**  
THE KING OF FROZEN WATER

**IceRinkEvents.com**

249 Central Park Avenue  
Suite 300-22  
Virginia Beach, VA 23462  
info@icerinkevents.com

**Our custom ice solutions transform any space into a vibrant community hub and an unforgettable destination.**



# ABOUT US



**Ice Rink Events** is proud to be the nation's largest and most sought-after designer, manufacturer, installer, and operator of seasonal, portable, and special-event ice skating, roller skating, ice slides and ice sports venues.

With over 24 years of experience and hundreds of successful operations from coast to coast, we bring unmatched skill and expertise to every project. No other company in North America matches our depth of experience in rink design, manufacturing, installation and management.

Today, Ice Rink Events operates and manages over 50 ice and roller rink events, employs over 800 seasonal staff, and installs 100+ locations annually. Over our company's history, we have created, fabricated, installed, and operated more than 400 individual ice venues across the country. Our steady growth is fueled by referrals and word-of-mouth recommendations from our valued clients.



Ice Rink Events operates multiple manufacturing and supply warehouses, supported by expert management teams strategically positioned across the country. This nationwide presence ensures efficient service, faster delivery, and seamless project management—no matter where your event takes place.

Our leadership team is composed of highly skilled professionals with extensive experience in outdoor event venue management, staffing, and operations. Each key team member has been with our company for over a decade, ensuring consistency, reliability, and expert service.

We are passionate about creating unforgettable skating experiences and building long-lasting relationships with our clients. Whether it's a seasonal holiday rink, a custom roller skating event, or a large-scale special event venue, we bring expertise, creativity, and dedication to every project. Our group of dedicated professionals are here to support you along the way! ❄️



## **Preliminary Quote-2025-2026** **For Holiday-Season Ice Skating Rink Venue**

**CUSTOMER:**

Emily Nelson

**SUPPLIER:**

IRA Rinks South, LLC  
249 Central Park Ave. Suite 300-22  
Virginia Beach, VA 23462

To provide for the turnkey installation of a holiday-season, temporary ice skating rink facility to be staged in Dripping Springs, TX. Open to the public from November 21, 2025 thru January 4, 2026.

**REQUIRED TIMING:**

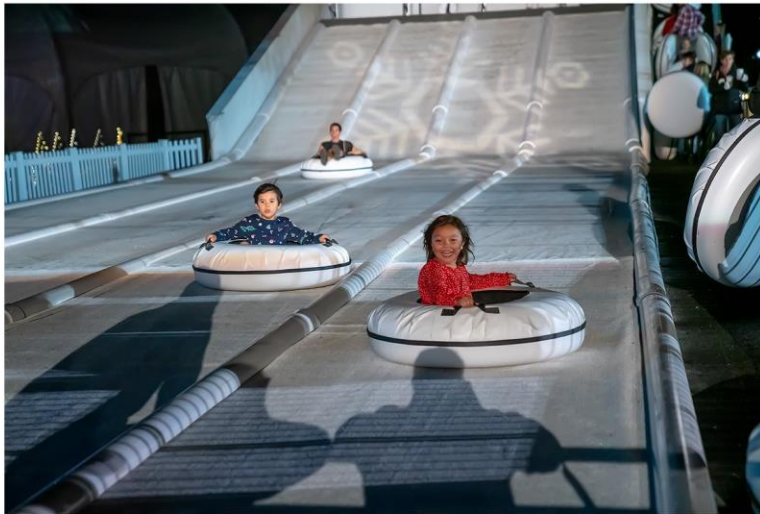
Execution of Agreement to Proceed:	May 15, 2025
Deposit Due	June 15, 2025
Electrical Power Source Complete:	November 1, 2025
Site Preparation Complete:	November 5, 2025
Rink Installation Window:	November 6 – November 21, 2025
Removal Window:	January 5-20, 2026

**PART A. ICE RINK EQUIPMENT, INSTALLATION AND REMOVAL**

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

**PART B. ICE SLIDE EQUIPMENT, INSTALLATION AND REMOVAL**

- ~~1. Project Management/Consultation~~
- ~~2. General Design Coordination.~~
- ~~3. 4-Lane-Slide: Total Slide Dimensions 120' x 35'~~
  - ~~a. Refrigerated Ice Slide Surface~~
  - ~~b. Lane Dividers~~
  - ~~c. Inflatable Sliding Tubes~~
- ~~4. Scaffolding and Stair-Up to create the Top-Platform (10ft-height).~~
- ~~5. White Turf Carpeted Run-Out~~
- ~~6. Insulation and Vapor Barriers, As Required.~~
- ~~7. Anti-Freeze/Glycol Coolant Charge.~~
- ~~8. Refrigeration System/Pumps/Hoses/Expansion Tank.~~
- ~~9. All Carpentry Work for Piping Cover.~~
- ~~10. All Transportation and Freight~~

**Part C. ICE TECHNICIAN SERVICES**

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



**FINANCIAL TERMS:****PART A. ICE RINK EQUIPMENT, INSTALLATION AND REMOVAL**

Total Cost: \$179,955.00

**PART B. ICE SLIDE EQUIPMENT, INSTALLATION AND REMOVAL**

Total Cost: \$198,330.00

**PART C. ICE TECHNICIAN SERVICES**

Total Cost: \$37,570.00

Payment Terms: 50% June 15, 2025  
25% due September 1, 2025  
25% due November 21, 2025

**Plus any applicable sales tax**

**TYPICAL CUSTOMER RESPONSIBILITIES:****For the Ice Rink:**

1. **3-phase, 480-volt, 400-500-amp continuous power supply to the refrigeration;** Owner's electrician to connect Owner's side of service, on a timely basis; electricity consumption. Chiller placement within 150ft of the rink.
2. **A level site required for footprint of ice rink area;** if needed, created by installation of temporary sandbox by landscaping crew or stage decking.
3. Continuous water supply available immediately adjacent to the rink area.
4. Two double hotel rooms (approx. 22-room nights) in close proximity to the jobsite for Supplier's out-of-town professionals during the installation and removal phases, and any other time the Supplier is requested to be on the jobsite.
5. Use of a all-terrain forklift, with long-forks, during the installation and removal phases. Crane if required for chiller placement.
6. General security presence, 24-hours. Adjacent Convention Center complex security 24/7
7. Coordination of all permits and licenses as needed or required for the installation and operation of the equipment and venue; all communication with local authorities.
8. Kiosk or service counter for the ticket sale and skate rental operation.
9. Skate change deck area beside the rink, with any pedestrian access walkways into the rink area; ADA-ramps as may be required.
10. Benches for skate change area.
11. Sound/P.A. system for music entertainment and safety announcements.
12. General management of skate distribution function including supply and scheduling of rink personnel.
13. Ambient lighting for the ice rink's general area that is adequate and appropriate.
14. Sound/P.A. system for music entertainment and public announcements.
15. General housekeeping and groundskeeping of the ice rink venue/skate change area; trash receptacles and liners, with periodic trash disposal.



16. Any and all public equipment, barricades, and other requirements to conform to applicable local codes or to demands by applicable governmental authorities.
17. All signing and graphics, including operational signing and skater responsibility signage.

**For the Ice Slide:**

1. **3-phase, 480-volt, 300-amp continuous power supply to the refrigeration;**  
Owner's electrician to connect Owner's side of service, on a timely basis; electricity consumption. Chiller placement within 150ft of the rink.
2. Level site required for footprint of the ice slide area.
3. Continuous water supply available immediately adjacent to the Event Site.
4. Placement of refrigeration system in close proximity to the facility, near to power source; fencing and scrim to protect and conceal chiller.
5. Hoses, nozzles, sprinklers to flood the ice, as needed.
6. Kiosk or service counter for the ticket sale and slide tube operation.
7. Fencing or barricades, as needed to direct user-traffic/queue.
8. Ice slide tubing corral / storage area.
9. All ambient or decorative lighting.
10. General security presence, 24-hours each day.
11. Operational signage, including responsibility signage.
12. Coordination of all permits and licenses, if required; architectural/engineering drawings if required by building permit agencies.
13. Any and all safety equipment, barricades, and other requirements to conform to local codes or to demands by local, county, or state authorities.
14. All required day-to-day management and operational staffing of the facility, including top-slide attendants, bottom-slide attendants, slide monitor function and ice maintenance functions.
15. All daily ice-making, ice-flooding, or other manicuring of the ice surface.
16. The general monitoring of the refrigeration system and ice surface; the maintenance of a refrigeration and ice-condition logbook, recording the operating temperatures, expansion tank level, and other desired measures of the refrigeration equipment, the ambient weather conditions, and the overall condition of the ice surface.

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

Thank you and we look forward to working with you!

Evan Cadwell  
President – Ice Rink Events



## “DIRECTLY FROM OUR CLIENTS”

### NPP DEVELOPMENT

“NPP Development has been working with Ice Rink Events to build and manage our seasonal skating rink, Winter Skate at Patriot Place, since 2009. We have counted on IRE to provide a professionally operating skating experience for our guests for more than 15 years. IRE has clearly understood and executed each seasonal operation as an extension of our management team.”

### DOWNTOWN TAMPA PARTNERSHIP

“We are proud to have IRE as a longstanding partner for our annual Winter Village event. Their professionalism and flexibility in accommodating our unique requests consistently exceed expectations, making them an invaluable part of our event's success year after year. Their dedication to excellence is why we continue to choose them as our trusted collaborator.”

### HINES

“I have worked with Ice Rink Events since 2018 at various locations on their seasonal ice rinks. Each ice rink is unique, and I greatly appreciate IRE's attention to detail and flexibility in ensuring the design, operation, and customer experience of these pop-up rinks are idyllic. I look forward to many more years of working with IRE at Hines assets and creating lasting memories for our guests.”

### KATHRYN LOTT, PRESIDENT DISCOVERY GREEN CONSERVANCY

“Green Mountain Energy Ice at Discovery Green is Houston's only outdoor ice-skating rink and a beloved winter tradition. Since 2008, Ice Rink Events has defied expectations in our city's challenging climate, making hundreds of thousands of families happy in the process. Through continuous innovation, including the latest technology to enhance ice quality, they've created a better skating experience year after year. On top of that, the addition of bumper cars adds a fun and exciting twist for all ages. It's been a pleasure partnering with a team that shares our commitment to creating happy, healthy experiences for families.”







**ATTACHMENT “B”****CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:**

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

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least 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 Firm’s submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

**Type of Contract and Amount of Insurance:**

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.

**Western Wonderland - Ice Rink  
Proposed FY 2026 Budget**

Item # 10.

GL Account	Description	FY 2026 Budgeted	Notes
<b>Balance Forward</b>			
<b>Revenues</b>			
	<b>Fees</b>		
	Ticket Sales	115,000.00	
	Special Programs	8,000.00	
	Booth Fees	3,000.00	
	Food Vender Fees	1,000.00	
	Merchandise/Concessions	2,000.00	
	Holiday Light Trail	5,000.00	
	<b>Total Fees</b>	<b>134,000.00</b>	
	<b>Other</b>		
	Sponsorships	50,000.00	
	TXF from HOT	8,800.00	
	<b>Total Other</b>	<b>58,800.00</b>	
	<b>Total Revenues</b>	<b>192,800.00</b>	
<b>Expenditures</b>			
	<b>Personnel Costs</b>		
	Event Staff	18,000.00	
	<b>Total Personnel</b>	<b>18,000.00</b>	
	<b>Advertisements + Marketing</b>		
	Print		
	- Print Media	5,000.00	
	- Flyers	500.00	
	- Banners	300.00	
	Digital	1,000.00	
201-403-66001	<b>Total Advertising &amp; Marketing</b>	<b>6,800.00</b>	
	<b>Event Costs</b>		
	Contract	179,955.00	
	Electricity	8,000.00	
	HCLE - 4% of Ticket Sales	4,600.00	
	Supplies	2,000.00	
	Merchandise/Concessions	9,250.00	
	Signage/Graphics	1,000.00	
	<b>Total Event Costs</b>	<b>204,805.00</b>	
	<b>Other</b>		
	Sponsorship Costs	5,000.00	
	- Sponsorship Banners	6,000.00	
	- Sponsorship Appreciation	1,000.00	
	Lodging	2,000.00	
	Other	2,500.00	
	<b>Total Other</b>	<b>17,000.00</b>	
	<b>Total Expenditures</b>	<b>246,605.00</b>	
	<b>Balance</b>	<b>(53,805.00)</b>	



Run On 05/16/2025 04:46 PM

Run By Emily Emigh Nelson

From 10/01/2024 12:00 AM

To 03/31/2025 11:59 PM

GL Codes 200-401-44009, 200-401-44012

Item # 10.

General Ledger Summary

GL Type	GL Code/Desc	GL Debit	GL Credit	GL Net
1. Revenue	200-401-44009: DSRP - Western Wonderland	\$725.0000	\$153,836.0600	(\$153,111.0600)
2. Revenue	200-401-44012: DSRP - Rink Merchandise	\$0.0000	\$1,390.6800	(\$1,390.6800)
		\$725.00	\$155,226.74	(\$154,501.74)
Totals for General Ledger Summary				
		\$725.00	\$155,226.74	(\$154,501.74)



City of Dripping Springs, TX

DRIPPING SPRINGS  
Texas

Item # 10.

# Detail Report

## Account Detail

Date Range: 10/01/2024 - 05/16/2025

Account		Name				Beginning Balance	Total Activity	Ending Balance
Fund: 200 - Dripping Springs Ranch Park								
200-401-64038		Ice Rink				0.00	135,623.32	135,623.32
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
12/10/2024	APPKT01290	0007486	9330	DSRP - AirBnB for Ice Rink	01290 - Dottie Brown-Crow		5,510.00	5,510.00
12/12/2024	APPKT01292	0007493	DFT0000799	Invoice #Drripp-2024-003	00953 - IRE Crown Rinks, LLC		57,292.25	62,802.25
12/18/2024	APPKT01307	0007529	9341	Inv. 212679, 213413, 213412,	00713 - The Austin Chronicle		1,175.00	63,977.25
12/27/2024	APPKT01323	0007592	DFT0000820	DSRP	00040 - Chase Card Services		4,206.94	68,184.19
12/31/2024	GLPKT04914	JN01571		Reallocation of Ice Rink Expenditure to			57,292.25	125,476.44
01/10/2025	APPKT01343	0007645	9363	DSRP - Inv. 241694560-001	00667 - United Rentals (North America), In		1,512.71	126,989.15
01/14/2025	APPKT01345	0007650	9366	DSRP	00285 - Home Depot		428.34	127,417.49
01/14/2025	APPKT01348	0007683	9371	DSRP	00319 - Sam's Club/Synchrony Bank		640.30	128,057.79
01/28/2025	APPKT01361	0007746	DFT0000842	DSRP	00040 - Chase Card Services		171.59	128,229.38
02/10/2025	APPKT01371	0007763	9378	DSRP	00319 - Sam's Club/Synchrony Bank		192.96	128,422.34
02/27/2025	APPKT01396	0007900	DFT0000862	DSRP	00040 - Chase Card Services		1,155.10	129,577.44
04/04/2025	APPKT01447	0008191	9429	DSRP - Western Wonderland 3% profit s	00750 - Hays County Livestock Exposition		3,251.88	132,829.32
04/22/2025	APPKT01474	0008292	DFT0000914	DSRP	00040 - Chase Card Services		2,794.00	135,623.32
Total Fund: 200 - Dripping Springs Ranch Park:						Beginning Balance: 0.00	Total Activity: 135,623.32	Ending Balance: 135,623.32
Grand Totals:						Beginning Balance: 0.00	Total Activity: 135,623.32	Ending Balance: 135,623.32

Fund	Beginning Balance	Total Activity	Ending Balance
200 - Dripping Springs Ranch Park	0.00	135,623.32	135,623.32
Grand Total:	0.00	135,623.32	135,623.32



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

<b>Submitted By:</b>	Aniz Alani, Deputy City Attorney
<b>Council Meeting Date:</b>	June 3, 2025
<b>Agenda Item Wording:</b>	Discuss and consider approval of an Interlocal Agreement between Hays County and the City of Dripping Springs for funding to establish and build park elements within the Old Fitzhugh Road Project.
<b>Sponsor:</b>	Mayor Pro Tem Taline Manassian
<b>Summary/Background:</b>	<p>The City applied for Hays County Parks Funds for the Old Fitzhugh Road Project (“Project”). The Hays County Parks and Open Space Advisory Commission recommended that funding of up to \$1,605,000 be given to the City to defray the estimated design and construction costs of \$8,000,000. A funding agreement was approved at the Hays County Commissioners Court meeting on May 20, 2025.</p> <p>Under the agreement, the City is required to operate and maintain the park space and to acknowledge County contributions to the Old Fitzhugh Road Project. While the agreement provides that funding must be used within three years before being returned to the County’s General Fund, only about 10% of the Project’s construction activities remain to be completed.</p> <p>The initial term of the agreement is for 25 years, subject to two five-year renewal terms by mutual agreement of the City and County.</p>
<b>Commission Recommendations:</b>	N/A
<b>Recommended Council Actions:</b>	Recommend Approval.
<b>Attachments:</b>	ILA, Concept Plan, County Staff Report, Staff Report.
<b>Next Steps/Schedule:</b>	Execute agreement, complete construction activities and submit draw-down requests to County for reimbursement of eligible design and construction expenses.

**Hays County Commissioners Court****Date:** 05/20/2025**Requested By:****Sponsor:**

Commissioner Smith

**Agenda Item:**

Discussion and possible action to authorize the execution of a Funding Agreement between Hays County and the City of Dripping Springs regarding the costs associated with the design and construction to help establish and build park elements within the Old Fitzhugh Road Project in the City of Dripping Springs, and amend the budget accordingly. **SMITH**

**Summary:**

Please see the attached document.

**Fiscal Impact:**

Amount Requested: \$1,605,000.00 (3-year commitment) - 2020 Hays County POSAC Bonds.  
Line Item Number: 154-814-97-439.5600

**Budget Office:**

Source of Funds: 2020 Hays County POSAC Fund (Park Bond 2021 Fund)

Budget Amendment Required Y/N?: Yes

Comments:

The Court previously allocated \$1,605,000.00 from the 2020 Hays County POSAC Bonds for Park Projects during the FY25 for said park project.

If approved, a budget adjustment will need to be completed before expenses are incurred.

(\$1,505,000)-Decrease Project Contributions 154-814-97-427.5600

(\$ 100,000)-Decrease Project Contributions 154-814-97-429.5600

\$1,605,000-Increase Project Contributions 154-814-97-439.5600

(\$1,605,000)-Decrease Project Contributions 156-800-97.5600

\$1,505,000-Increase Project Contributions 156-814-97-427.5600

\$100,000-Increase Project Contributions 156-814-97-429.5600

**Purchasing Office:**

Purchasing Guidelines Followed Y/N?: Yes

Comments: Texas Local Government Code Chapter 791: Interlocal Cooperation Contracts

**Auditor's Office**

G/L Account Validated Y/N?: Yes, Project Contributions Expense

New Revenue Y/N?: N/A

Comments:

---

**Attachments**

OFR Funding Agreement



## FUNDING AGREEMENT BETWEEN HAYS COUNTY AND CITY OF DRIPPING SPRINGS

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

## SECTION I. PARTIES TO THE AGREEMENT

This Agreement is made and entered into by and between Hays County, a political subdivision of the State of Texas, hereinafter referred to as “County” and the City of Dripping Springs (“City”). The parties named above (“The Parties”) have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

## SECTION II. OVERVIEW

## The Project

The City submitted an application for receipt of Hays County Parks Funds, providing a Project Information Form (“PIF”) and proposing to establish and build park elements within the Old Fitzhugh Road Project in the City of Dripping Springs (“Project”) located as shown in **Exhibit A**.

The Parks and Open Space Advisory Commission (“POSAC”) reviewed the aforementioned PIF along with other parks and open space submittals and recommended that City receive up to One Million Six Hundred and Five Thousand Dollars (\$1,605,000 USD) for the fulfillment of its vision.

## **Funding**

The estimated costs for design and construction needed for the Old Fitzhugh Road Project is approximately Eight Million Dollars (\$8,000,000 USD). Design and Construction activities are anticipated to include (but not be limited to) civil engineering, geotechnical, landscaping, trail lighting, electrical, bidding, and construction. The plans for the Old Fitzhugh Road Project have been completed by HDR Engineering up to ninety percent (90%), a firm chosen through the Request for Qualifications process.

## Operations and Maintenance

The City is generally obligated to operate and maintain the Project for the benefit of the public as provided in **Exhibit B**.

**Term**

2.1 Term. The term of this Agreement shall be for twenty-five (25) years (or as extended by written agreement of the parties) and shall commence on the Effective Date, and the Term shall expire on the Expiration Date (as may be extended by the Renewal Option, the “Term”). The Expiration Date means the last calendar day of the twenty fifth 25th) year after the Effective Date, unless this Agreement is either: (i) sooner terminated pursuant to any applicable provision hereof in which event such date of termination shall be the “Expiration Date”; or (ii) extended by successive 5 year terms, in which event the last calendar day of the final Renewal Term shall be the “Expiration Date.”

2.2 Renewal Term. Subject to the terms and conditions of this Agreement and provided that (i) this  
City of Dripping Springs Interlocal Agreement – POSAC Old Fitzhugh Road  
Hays County Page 1 of 8

Agreement is in full force and effect and (ii) no default exists on either the date of exercise or on the date of commencement of the Renewal Term, the Parties may agree to two (2) renewal options (each, a “Renewal Option”) to extend the Term of this Agreement for an additional term of five (5) years each (each, a “Renewal Term”) that commences at 12:00 a.m. on the day immediately following the expiration of the Term then in effect, and upon the same terms, conditions and covenants as are contained herein by approval of all the Parties governing boards (the “Renewal”) of such election no more than twenty-four (24) months and no less than six (6) months prior to the expiration of the Term then in effect.

### **SECTION III. COUNTY OBLIGATIONS**

#### **Design and Construction**

The total amount paid by the County under this Agreement shall be the sum of One Million Six Hundred Five Thousand Dollars (\$1,605,000 USD). If the City has not spent monies provided under the terms of this agreement within three (3) years of the Effective Date, the remaining funds not issued to City by the County will remain in the County’s General Fund and will no longer be used for the funding of this Agreement. The County reserves the right to increase funding for the design and construction of the park and related elements of the Old Fitzhugh Road Project in its sole discretion.

#### **Draw Requests**

The County’s Program Manager will collaborate with the City to identify the design and construction activities eligible for funds under this Agreement, but the construction plans as listed above shall be eligible for funds. The County shall pay the City in one or more disbursements, the funds needed to perform design and construction, after application for such funds is made by the City, with monitor subcontractors’ performance of design and construction services. Distribution of funds shall be made utilizing a draw request form provided by the County’s Program Manager.

#### **Additional Project Funding**

Subject to all aforementioned funding terms, additional funds for the City may be made available for expenditure after the City and its design team have estimated the total cost of the Project, however, there is no obligation to, or commitment from, the County to participate in any such expenses.

### **SECTION IV. OTHER OBLIGATIONS**

#### **Compliance with Laws**

The parties acknowledge that the funds expended under this Agreement are public funds that must be carefully monitored to ensure proper distribution under the County’s parks program. The City is obligated to comply with all local, State, and Federal laws in relation to the expenditure of funds paid under this Agreement.

#### **Recognition**

In consideration of the County’s obligations under this Agreement the City shall acknowledge County contributions to the Project by including reference to Hays County on public signage and public literature that promotes or serves the Project.

## **SECTION V. CONTRACTS**

The City may contract for the performances of the design and construction activities specified herein. Any such contracts shall be subject to: (1) competitive quotes; (2) selected based on the basis of the best qualifications among at least three candidates; or (3) through an open request for qualifications or proposals for the performance of work. The City may self-perform with its staff and volunteers any portion of the design and construction.

## **SECTION VI. CONFLICT OF INTEREST**

No agent or employee of the City and no employee of the County, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her personal pecuniary interest.

## **SECTION VII. EQUAL OPPORTUNITY**

The City assures that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this Agreement or otherwise under the City's control.

## **SECTION VIII. RIGHT TO AUDIT**

At its sole discretion, the County may arrange for an independent audit of all funds received under and payments made pursuant to this Agreement by County Auditor staff, or a certified public accountant.

## **SECTION IX. SEVERABILITY**

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

## **SECTION XI. LIABILITY COVERAGE**

The City agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of the City's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, the City shall, at its sole expense, provide and maintain Commercial General Liability coverage that meets or exceeds the industry standard for professional services providers in the City's fields of employment and for the type of services and construction activities that are being performed under this Agreement. Such liability coverage shall specifically name the County as co-insured. This liability coverage shall cover all perils arising from the activities of the City, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. The City shall be responsible for any deductibles stated in the policy. A true copy of each Certificate of Liability Coverage shall be provided to the County within seven (7) days of the new policy date at the following address:

Hays County Criminal District Attorney's Office - Civil Division  
 111 E. San Antonio St., Suite 202  
 San Marcos, TX 78666  
[tucker.furlow@hayscountytexas.gov](mailto:tucker.furlow@hayscountytexas.gov)

With Copy to:

Hays Countywide Operations  
 c/o Tammy Crumley  
 101 Thermon Drive  
 San Marcos, TX 78666  
[tammy.crumley@hayscountytexas.gov](mailto:tammy.crumley@hayscountytexas.gov)

Hays County Purchasing Office  
 c/o Stephanie Hunt  
 712 S. Stagecoach Trail, Ste. 1012  
 San Marcos, TX 78666  
[stephanie.hunt@hayscountytexas.gov](mailto:stephanie.hunt@hayscountytexas.gov)

So long as this Agreement is in effect, the City shall not cause such liability coverage to be canceled nor permit such liability coverage to lapse. All coverage certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

## **SECTION XII. MISCELLANEOUS**

12.1 Modification of Agreement. The terms and conditions of the Agreement may be modified at any time by the mutual consent of both parties. However, no amendment or modification to this Agreement is effective unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

12.2 Written Notice. Unless otherwise specified, written notice will be deemed to have been duly delivered if delivered in person to the individuals listed below or if it is delivered or sent certified mail or email to the address below. Each party will have the right to change its address by at least thirty (30) calendar days written notice to the other party.

COUNTY:

Hays County Criminal District Attorney's Office - Civil Division  
 c/o Tucker Furlow  
 111 E. San Antonio St., Suite 202  
 San Marcos, TX 78666  
[tucker.furlow@hayscountytexas.gov](mailto:tucker.furlow@hayscountytexas.gov)

With Copy to:

Hays Countywide Operations  
 c/o Tammy Crumley  
 101 Thermon Drive  
 San Marcos, TX 78666

City of Dripping Springs  
 Hays County

Interlocal Agreement – POSAC Old Fitzhugh Road  
 Page 4 of 8

[tammy.crumley@hayscountytexas.gov](mailto:tammy.crumley@hayscountytexas.gov)

Hays County Purchasing Office  
c/o Stephanie Hunt  
712 S. Stagecoach Trail, Ste. 1012  
San Marcos, TX 78666  
[stephanie.hunt@hayscountytexas.gov](mailto:stephanie.hunt@hayscountytexas.gov)

CITY:  
City of Dripping Springs  
Michelle Fischer, City Administrator  
511 Mercer Street  
Dripping Springs, Texas 78620  
[mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com)

With Copy to:  
Laura Mueller  
City Attorney  
511 Mercer Street  
Dripping Springs, Texas 78620  
[lmuellet@cityofdrippingsprings.com](mailto:lmuellet@cityofdrippingsprings.com)

12.3 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement in no way constitutes a waiver of that provision, nor in anyway affects the validity of this Agreement, any part of this Agreement, or the right of the party thereafter to enforce each and every provision of this Agreement. No term of this Agreement will be deemed waived or breach excused unless such waiver is in writing and signed by the party claiming to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

12.4 Entire Agreement. It is understood this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist.

12.5 Choice of Law, Place of Performance and Jurisdiction. This Agreement is governed by the laws of the State of Texas. Performance of this Agreement is in Hays County, Texas. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hays County, Texas.

12.6 Force Majeure.

a. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, Acts of God, Government restrictions including wars, insurrections, natural disasters or other emergencies as declared by Federal, State or County agencies or departments, and/or any other cause beyond the reasonable control of the party whose performance is affected.

b. If performance of any obligation of either party hereunder is prevented or rendered impracticable or infeasible as discussed in the preceding paragraph, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform its obligations under this Agreement.

City of Dripping Springs  
Hays County

Interlocal Agreement – POSAC Old Fitzhugh Road  
Page 5 of 8



12.7 Authority. Each party has full power and authority to enter into and perform under this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement represent that they have authorization to sign on behalf of their respective entities.

12.8 Governmental Immunity and Release. County and the City both enjoy sovereign and governmental immunity, respectively. By entering into this Agreement, neither County nor the City consents to suit, the waiver of their respective immunity, the right to claim such exemptions or privileges as may be provided by law, or the waiver of limitation as to damages under the Texas Tort Claims Act.

12.9 Agreement Read. Each party acknowledges that it has read, understands, and intends to be bound by the terms and conditions of this Agreement.

12.10 Public Information Act. County and the City both acknowledge that the other is obligated to comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement.

12.12 Electronic Signatures; Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted via facsimile or other similar electronic means, and execution by the undersigned by such means shall be deemed an original signature for all purposes and have the same force and effect as a manually signed original.

**WITNESS OUR HANDS EFFECTIVE THIS \_\_\_\_\_ OF \_\_\_\_\_, 2025 (the "Effective Date").**

**Approved and accepted on behalf of the County of Hays.**



Commissioner Walt Smith,  
Hays County Pct. 4

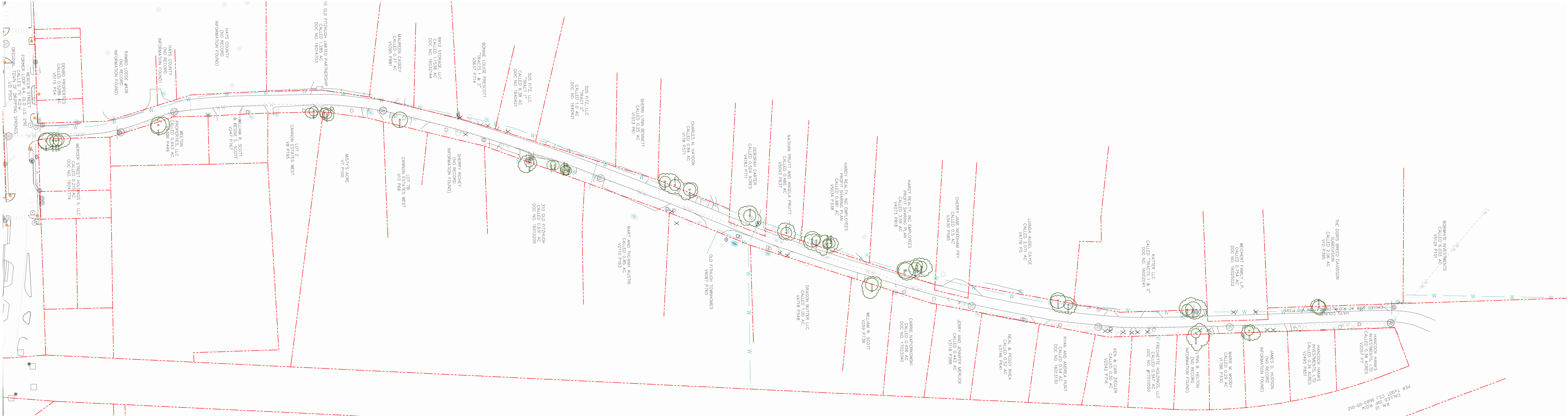
**Approved and accepted on behalf of the City**

\_\_\_\_\_  
Bill Foulds, Jr.  
Mayor, City of Dripping Springs

**EXHIBIT A**

Depiction of Site

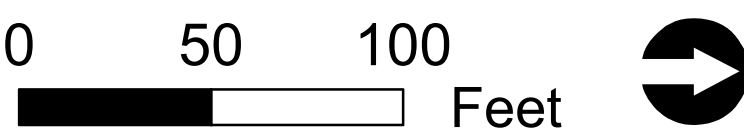




Old Fitzhugh Road Basemap

Dripping Springs

Doucet Survey February 06, 2018





**EXHIBIT B**

Plan





Roger Hanks Parkway

Ranch to Market Road 12

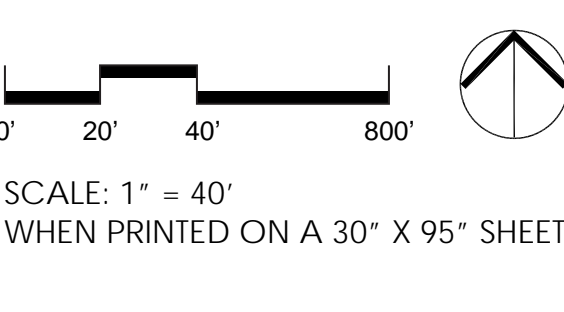
Founders Park Road

Mercer Street

Ranch to Market Road 12

# OLD FITZHUGH ROAD: DRAFT 90% DESIGN PLAN

Prepared by McCann Adams Studio for the City of Dripping Springs  
DRAFT June 4, 2024







DRIPPING SPRINGS  
Texas

Item # 12.

May 23, 2025

Emily Nelson  
Parks & Community Services Assistant Director  
City of Dripping Springs

**RE:** Dripping Springs Ranch Park Rodeo Arena Grading  
**Recommendation of Award**

---

Six (6) bid proposals for the referenced project were received at the bid opening on April 22, 2025 from:

- S&D Constructors, Inc
- Gage & Cade Construction, LLC
- CC Carlton Industries, LTD
- Jerdon Enterprise, LP
- Lonestar Sitework
- Aaron Concrete Contractors, LP

Bid Proposals have been evaluated and the low bidder is **S&D Constructors, Inc.** with the following bid:

Total Bid Amount: \$ 236,504.15

A value engineering process has been conducted with S&D Contractors prior to award resulting in a reduction of the Total Bid Amount. The reduction in cost was achieved by eliminating earthwork haul off and instead using that material as beneficial fill onsite.

Total Bid Amount: \$ 236,504.15  
Value Engineering: \$ (45,158.15)  
**Total Award Amount: \$ 191,346.00**

Staff recommends award of the contract for a total amount of **\$191,346.00** to S&D Constructors, Inc. based on evaluation of the bid response packages and value engineering pricing.

Chad Gilpin, PE  
City Engineer

Enclosures:

- Bid Tabulation – Original
- Bid Tabulation – Value Engineering Option
- S&D Constructors, Inc – Bid Proposal Response Package
- Construction Plans
- Project Manual
- Draft Agreement

**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
CONSTRUCTION OF  
  
DRIPPING SPRINGS RANCH PARK (DSRP)  
RODEO ARENA GRADING  
(#PARKS-2025-02)**

Prepared For:



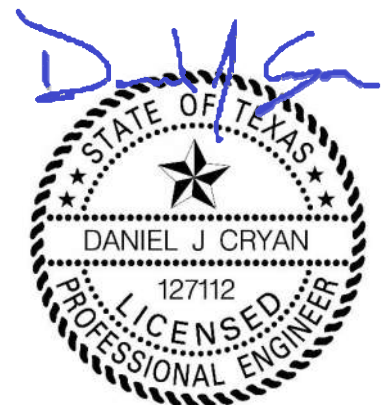
511 Mercer Street  
Dripping Springs, Texas 78620  
(512) 858-4725

Prepared by:



9701 Brodie Lane  
Austin, Texas 78748  
Ph: 512.220.8100  
TBPE Registration # F-9266

April 2025



3/31/2025

## TABLE OF CONTENTS

### DIVISION A – BIDDING INFORMATION & REQUIREMENTS

SECTION A-1	NOTICE TO BIDDERS
SECTION A-2	INSTRUCTIONS TO BIDDERS

### DIVISION B – BID PROPOSAL

SECTION B-1	BID FORM
SECTION B-2	NON-COLUSION AFFIDAVIT
SECTION B-3	INFORMATION FROM BIDDERS
SECTION B-4	BID BOND
SECTION B-5	CONFLICT OF INTEREST STATEMENT

### DIVISION C – CONTRACT, BOND & INSURANCE FORMS & REQUIREMENTS

SECTION C-1	STANDARD FORM OF AGREEMENT
SECTION C-2	PERFORMANCE BOND
SECTION C-3	PAYMENT BOND
SECTION C-4	CONTRACTORS INSURANCE
SECTION C-5	NOTICE OF AWARD
SECTION C-6	NOTICE TO PROCEED
SECTION C-7	CONTRACT TIME AND LIQUIDATED DAMAGES
SECTION C-8	EQUAL OPPORTUNITY CLAUSE
SECTION C-9	WAGE DETERMINATION
SECTION C-10	ENGINEER & OWNER REPRESENTATIVE

### DIVISION D – CONDITIONS OF THE CONTRACT

SECTION D-1	GENERAL CONDITIONS
-------------	--------------------

### DIVISION E – TECHNICAL SPECIFICATIONS

All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2024 Edition), the Hays County Specifications for Roadway Design, Paving and drainage Improvements (2019 Edition), and the City of Austin Standard Specifications Manual (Supplement 6-2024).

# **DIVISION A**

## **BIDDING INFORMATION & REQUIREMENTS**

## NOTICE TO BIDDERS

Sealed bids will be received by the **City of Dripping Springs, by mail at P.O. Box 384, Dripping Springs, Texas 78620, or by hand delivery at 661 West Hwy 290, Dripping Springs, Texas 78620**, until **2:00 p.m. on Tuesday, April 22<sup>nd</sup>, 2025**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the “Project” titled **Dripping Springs Ranch Park (DSRP) Rodeo Arena Grading (#PARKS-2025-02)** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

### **“DRIPPING SPRINGS RANCH PARK (DSRP) RODEO ARENA GRADING (#PARKS-2025-02)”**

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier’s check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted in person or by courier, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs  
661 West Hwy 290  
Dripping Springs, Texas, 78620**

*Dripping Springs Ranch Park (DSRP) Rodeo Arena Grading (#PARKS-2025-02) generally includes: 4,340 cubic yards of excavation and embankment, with an additional 2,800 cubic yards of excavation to be hauled off-site, 5,600 square yards of compacted flexible base for a future rodeo arena, and revegetation.*

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at [cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com) and the City of Drippings Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **April 1st, 2025**.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding **60 days** from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

Bidders are expected to inspect the site of the work and inform themselves regarding all local conditions.

An **Optional Pre-Bid conference** with prospective bidders will be held on **Tuesday, April 8, 2025, at 1:00 p.m.** at the Dripping Springs Ranch Park Event Center at **1042 Event Center Drive, Dripping Springs, Texas 78620**.



## INSTRUCTIONS TO BIDDERS

1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
  - *Sign Bid*
  - Include *Bid Bond*: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to City, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
  - List *Unit Bid Price* for each item
  - List *Total Amount of Bid*
  - Include *Non-Collusion Statement*: Each bidder shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
  - Include *References*: The City REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Bidders forms within this bid package.
2. ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
3. ONE (1) ORIGINAL OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL. ONE (1) DIGITAL COPY OF ALL BIDS MUST BE SUBMITTED.
4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than **5 p.m. on Friday April 11<sup>th</sup>, 2025**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at [cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com) and Written requests from interested firms and written responses by the City will be provided to all Applicants.
5. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the

accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the Bidder. When submitted, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.
7. Only bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, e-mail, or fax will not be considered.
8. In case of ambiguity or lack of clarity in the statement of prices in the bids, the City reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
10. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the City elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City. The purpose of a performance

bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

12. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages of as listed in *Section C-7* to the City for every day past the specified completion date stated in the proposal.
13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best Bid.
14. The City reserves the right to award the contract on the basis of the Base Bid and any combination of Alternative Bid items which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within **sixty (60) days** from the date of the bid opening or for such longer period of time that the Bidder may agree to in writing upon request of Owner.
15. Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered.
16. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

<u>Construction Contract</u>	<u>Rating</u>
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

All lump sum and unit prices must be stated in both script and figures.

17. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.
18. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.

## **DIVISION B BID PROPOSAL**



Project: **DRIPPING SPRINGS RANCH PARK (DSRP) RODEO ARENA GRADING  
(#PARKS-2025-02)**

THIS BID IS SUBMITTED TO:

City of Dripping Springs  
City Hall  
511 Mercer St.  
Dripping Springs, Texas 78620

FROM: \_\_\_\_\_  
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **sixty (60) calendar days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
  - D. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
  - E. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - F. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
  - G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
  - B. Non-Collusion Affidavit
  - C. Conflict of Interest Statement
  - D. Information From Bidders

RESPECTFULLY SUBMITTED on \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
(Authorized Signature)

Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

\_\_\_\_\_  
(Typed or Printed Name and Title)

Bidder: \_\_\_\_\_  
(Name of Company)

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

IF Bidder is a Corporation:

ATTEST

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

City of Dripping Springs, Texas

BIDDER will complete the Work for the following prices:

Bid Item	Spec Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	Hays County 1.04	EXCAVATION for _____ dollars and _____ cents PER CUBIC YARDS	CY	4,340	\$ _____	\$ _____
2	Hays County 1.04	EXCAVATION (HAUL OFF) for _____ dollars and _____ cents PER CUBIC YARDS	CY	2,800	\$ _____	\$ _____
3	Hays County 1.03	EMBANKMENT (ON-SITE FILL) for _____ dollars and _____ cents PER CUBIC YARDS	CY	4,340	\$ _____	\$ _____
4	TxDOT 0164 7018	HYDRO MULCH SEED (PERM RURAL CLAY) for _____ dollars and _____ cents PER SQUARE YARD	SY	6,845	\$ _____	\$ _____
5	PROJECT TYPICAL SECTIONS	3/4" CRUSHED LIMESTONE ROAD BASE (4 INCHES) for _____ dollars and _____ cents PER SQUARE YARD	SY	5,600	\$ _____	\$ _____
6	PROJECT TYPICAL SECTIONS	COMPACTED LIMESTONE DUST (2 INCHES) for _____ dollars and _____ cents PER SQUARE YARD	SY	5,600	\$ _____	\$ _____
7	TxDOT 0500 7001	MOBILIZATION for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ _____	\$ _____
8	TxDOT 0506 7020	CONSTRUCTION EXITS (INSTALL)(TY 1) for _____ dollars and _____ cents PER SQUARE YARD	SY	112	\$ _____	\$ _____
9	TxDOT 0506 7024	CONSTRUCTION EXITS (REMOVE) for _____ dollars and _____ cents PER SQUARE YARD	SY	112	\$ _____	\$ _____
10	TxDOT 0506 7039	TEMP SEDMT CONT FENCE (INSTALL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	1,750	\$ _____	\$ _____
11	TxDOT 0506 7041	TEMP SEDMT CONT FENCE (REMOVE) for _____ dollars and _____ cents PER LINEAR FOOT	LF	1,750	\$ _____	\$ _____
12	TxDOT 0432 6031	RIPRAP (STONE PROTECTION) (12 IN) for _____ dollars and _____ cents PER CUBIC YARDS	CY	4	\$ _____	\$ _____
13	CITY OF AUSTIN 639S	ROCK BERM for _____ dollars and _____ cents PER LINEAR FOOT	LF	20	\$ _____	\$ _____
14	TxDOT 0792 7005	TREE REMOVAL (4" - 12" DIA) for _____ dollars and _____ cents PER EACH	EA	1	\$ _____	\$ _____
15	TxDOT 0792 7006	TREE REMOVAL (12" - 18" DIA) for _____ dollars and _____ cents PER EACH	EA	1	\$ _____	\$ _____
16	TxDOT 1004 6002	TREE PROTECTION for _____ dollars and _____ cents PER EACH	EA	11	\$ _____	\$ _____

**BID SUMMARY AND TOTAL**

**TOTAL AMOUNT BID (Sum of items 1-16):** \$ \_\_\_\_\_

**NON-COLUSION AFFIDAVIT  
PRIME BIDDER**

**STATE OF TEXAS {}**

**COUNTY OF HAYS {}**

being first duly sworn, deposes and says

That he is \_\_\_\_\_  
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

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

Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_



## INFORMATION FROM BIDDERS

**THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.** Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

**Statement of Qualifications:** Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Owner Contact Person & Phone No.: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Bidder's Project Manager: \_\_\_\_\_  
Bidder's Project Superintendent: \_\_\_\_\_
  
2. Name of Project: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Owner Contact Person & Phone No.: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Bidder's Project Manager: \_\_\_\_\_  
Bidder's Project Superintendent: \_\_\_\_\_
  
3. Name of Project: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Owner Contact Person & Phone No.: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Bidder's Project Manager: \_\_\_\_\_  
Bidder's Project Superintendent: \_\_\_\_\_

**Experience Data:** Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager:\_\_\_\_\_
2. Name of Proposed Project Superintendent:\_\_\_\_\_

**Subcontractors:** Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Earthwork (Excavation & Embankment)\_\_\_\_\_
2. Roadway Flex Base Installation & Compaction\_\_\_\_\_
3. Revegetation (Seeding & Temp Irrigation)\_\_\_\_\_

Other Subcontractors Exceeding 10% of total contract amount:

4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Financial Status:** A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

**Data on Equipment to be used on the Work:** List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location

**BID BOND  
(EXAMPLE TEMPLATE)**

KNOW ALL MEN BY THESE PRESENT, that we the undersigned \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal  
sum of \_\_\_\_\_; for payments of which, well  
and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors,  
administrators, successors, and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2025**.

The condition of the above obligation is such that whereas the Principal has submitted to  
the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof  
to enter into a Contract in writing for the Dripping Springs Ranch Park (DSRP) Rodeo Arena  
Grading Project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I  
the Form of Contract attached hereto (properly complying in accordance with said  
Bid) and shall furnish a bond for his faithful performance of said Contract, and for the  
payment of all persons performing labor or furnishing materials in connection  
therewith, and shall in all other respect perform the Agreement created by the  
acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it  
being expressly understood and agreed that the liability of the Surety for any and all claims  
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said  
Surety, and its bonds shall be in no way impaired or affected by any extension of the time  
within which the Owner may accept such Bid; and said Surety does hereby waive notice of  
any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and  
seals and such of them as are corporations have caused their corporate seals to be hereto  
affixed and these presents to be signed by their proper officers, the day and year first set forth  
here.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Certificate of Interested Parties (TEC Form 1295)**. For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

NOTARIZED:

**Sworn and subscribed before me,**

by \_\_\_\_\_

on \_\_\_\_\_  
(date)

**DIVISION C**  
**CONTRACT, BOND & INSURANCE FROMS &**  
**REQUIREMENTS**



## CONSTRUCTION CONTRACT TEMPLATE

**THIS CONSTRUCTION CONTRACT** (hereinafter the “Contract”) made this the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between \_\_\_\_\_ (a Texas limited liability company), whose address is \_\_\_\_\_ (hereinafter called the “Contractor”), and the CITY OF DRIPPING SPRINGS (hereinafter called the “City”) acting herein by its Mayor, Bill Foulds, Jr. hereunto duly authorized.

**WITNESSETH**, that the Contractor and the City for the considerations stated herein mutually agree as follows:

### ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, 2023 Maintenance Project and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the “Work”). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

### ARTICLE 2. CONTRACTOR’S DUTIES

**2.1 Construction.** Contractor shall construct all Improvements embraced in the **Project** as described in the bid documents.

**2.2 Labor and Materials.** The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

**2.3 Completion of Work.** Work, in accordance with the Contract dated \_\_\_\_\_, 2025, **Project**, shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **sixty (60) consecutive calendar days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

**2.4 Invoicing.** Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the bid documents. Incomplete or inaccurate invoices shall be returned other Contractor for correction and re-submittal.

**2.5 Insurance.** Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

**2.6 Change Orders.** Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

**2.7 Warranty and Maintenance Bond.** The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

**2.8 Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Contractor agrees by

approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). (Additional Disclosures may be required based on state and federal law and this will be included in the Contract.)

### **ARTICLE 3. THE CONTRACT PRICE**

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of \$\_\_\_\_\_. Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor's charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City's expense, upon reasonable advance notice at the offices of Contractor and during Contractor's normal business hours, to inspect, copy, and audit all records (except Contractor's trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City's account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor's books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

### **ARTICLE 4. THE CONTRACT**

The executed contract documents shall consist of the following components:

<b>Exhibit A</b>	General Conditions
<b>Exhibit B</b>	Plans
<b>Exhibit C</b>	Specifications
<b>Exhibit D</b>	Instructions and Notice to Bidders
<b>Exhibit E</b>	Performance and Payment Bond
<b>Exhibit F</b>	Certificate of Insurance
<b>Exhibit G</b>	Wage Rates
<b>Exhibit H</b>	Addenda
<b>Exhibit I</b>	Contractor's Signed Bid Form
<b>Exhibit J</b>	Conflict of Interest Questionnaire

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk

allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended

## ARTICLE 5. TERMINATION AND DELAYS

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions*.

## ARTICLE 6. MISCELLANEOUS

**6. Non-Assignability.** Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract, or its the bid documents described above.

**6.2 Amendment.** This Contract and the bid documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

**6.3 Independent Contractor.** Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other join relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**6.4 Notice.** Any notice and/or statement required or permitted by this Contract, 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:**

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

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.5 Force Majeure.** No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

**6.6 Law & Venue.** This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be the district court of Hays County, Texas.

**6.7 Severability.** If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

**6.8 Entire Contract.** This Contract and the bid documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

**6.09 Termination and Delays.** Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions*.

**6.10 Indemnification.** Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the City and its agents and assigns from any and all claims or causes of action which Contractor, its insurers, and/or 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 contract, even if such claims of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

**6.11 Liquidated Damages.** Failure on the part of the Contractor to sustain the required maintenance or perform under this Contract may result in liquidated damages. The City may assess liquidated damages as listed in Section C-7 for incomplete work until all work is completed.

**IN WITNESS WHEREOF,** the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Diana Boone, City Secretary



**CONTRACTOR:**

---

Printed Name and Title

**ATTEST:**

---

Signature

---

Printed Name and Title

**CORPORATE CERTIFICATIONS:**

I, \_\_\_\_\_, certify that I am the Secretary / Treasurer of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

---

Corporate Secretary

---

Printed Name

---

Date

## PERFORMANCE BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}  
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) \_\_\_\_\_, a

(2) \_\_\_\_\_ of hereafter called Principal and

(3) \_\_\_\_\_

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the Surety, are held and firmly

bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, in the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars

in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs the Owner, dated the \_\_\_\_ day of \_\_\_\_\_ **2025**, a copy of which is hereto attached and made a part hereof for the construction of :

\_\_\_\_\_  
(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, **2025**.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

\_\_\_\_\_  
Address (State & Zip Code)

\_\_\_\_\_  
Telephone Number

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Telephone No. (Area Code)

## PAYMENT BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}  
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) \_\_\_\_\_, a

(2) \_\_\_\_\_ of hereinafter called Principal and

(3) \_\_\_\_\_

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the Surety,  
are held and firmly bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, and  
unto all Persons, Firms, and Corporation who may furnish materials for, or perform labor upon the  
building or improvements hereinafter referred to in the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in  
lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which  
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,  
jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with (6) the City of Dripping Springs The Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2025, a  
copy of which is hereto attached and made a part hereof for the construction of

\_\_\_\_\_  
(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with  
the Plans, Specifications and Contract Documents during the original term thereof, and any extensions  
thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all  
claims and demands incurred under such Contract, then this obligation shall be null and void, otherwise it  
shall remain in full force and effect.

This Bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

\_\_\_\_\_  
Address (State & Zip Code)

\_\_\_\_\_  
Telephone Number

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Telephone No. (Area Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.



**PERFORMANCE – PAYMENT BOND FORM**

M-24, 25, Attach. Sa

\_\_\_\_\_

(SEAL)

Individual Principal

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Business – Address

\_\_\_\_\_  
Telephone Number (Area Code)

\_\_\_\_\_  
Telephone Number (Area Code)

ATTEST:

\_\_\_\_\_  
Corporate Principal

\_\_\_\_\_  
(State and Zip Code)

\_\_\_\_\_  
Business Address Name

\_\_\_\_\_  
Telephone Number (Area Code)

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
(Affix Corporate Seal)

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Address (State and Zip Code)

\_\_\_\_\_  
Corporate

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
Telephone

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that \_\_\_\_\_, who signed the said Bond on behalf of the Principal was then \_\_\_\_\_, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
(Affix Corporate Seal)

Telephone No.: \_\_\_\_\_

The rate of premium on this Bond is \_\_\_\_\_ per thousand.

Total of premium charge \$ \_\_\_\_\_.

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.

**SECTION C-4  
CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE  
CITY OF DRIPPING SPRINGS  
MINIMUM INSURANCE PROVISIONS AND LIMITS  
FOR CONSTRUCTION, REPAIR, INSTALLATION AND MAINTENANCE CONTRACTORS**

***Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with the City of Dripping Springs (City); and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.***

1. Standard ISO commercial general liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.
2. Workers' compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.
4. Umbrella liability or following-form excess liability at minimum limits of \$ 1,000,000 each-occurrence/\$2,000,000 aggregate where applicable in any underlying coverage. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.
5. Waiver of Rights - Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and E/A, and all other individuals or entities identified in the Insurance Rider to be listed as additional named insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Upon receipt of payment for any loss or damage covered by an insurance policy required by the Insurance Rider or this Agreement, the Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against all other individuals or entities identified in the Insurance Rider to be listed as insured or additional named insured (and the officers, directors, partners, employees, agents,

consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Dripping Springs shall be named as an additional named insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of the City must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products/completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.
9. Insurance must be purchased from insurers that are financially acceptable to the City with a minimum *A.M. Best* financial rating of A:-VII.
10. Coverage for commercial general liability must be maintained for at least (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to the City within ten (10) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

- Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.



## NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project:** DRIPPING SPRINGS RANCH PARK (DSRP) RODEO ARENA GRADING (#PARKS-2025-02)

The City of Dripping Springs has considered the bids submitted for the above described project in response to its advertisement for bids dated April 1<sup>st</sup>, 2025 and related information to Bidders.

You are hereby notified that your bid in the amount of \$ \_\_\_\_\_, has been favorably considered for the project by the City. Pursuant to the Instructions to Bidders you are asked to sign the proposed Contract and to return the same, along with the required Certificate of Insurance and Payment Bond and Performance Bond within ten (10) days of your receipt of this Notice, for the approval and signature of the authorized representative of the City.

For the purpose of effective date of the Performance and Payment Bond, and the required Certificate of Insurance, the date of \_\_\_\_\_ may be considered the date of the Contract, if the Documents are approved by the City.

If you fail to submit the proposed Contract and the Performance and Payment Bonds and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your bid will be considered as withdrawn and your bid bond will be forfeited.

You are asked to acknowledge receipt of this Notice by signing in the appropriate place below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF DRIPPING SPRINGS.

\_\_\_\_\_  
City Engineer

### ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

## NOTICE TO PROCEED

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Project:** DRIPPING SPRINGS RANCH PARK (DSRP) RODEO ARENA GRADING  
(#PARKS-2025-02)

In accordance with the construction contract dated \_\_\_\_\_,  
you are hereby notified to commence work no later than \_\_\_\_\_.

Contract time is: **60 calendar days.**

Substantial Completion Date is: \_\_\_\_\_

CITY OF DRIPPING SPRINGS.

\_\_\_\_\_  
City Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_  
on this the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name:

Title: \_\_\_\_\_

## CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **60 Calendar Days** as defined in the Specifications under General Conditions.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the calendar days specified in the Contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

	FOR AMOUNT OF CONTRACT	
From More Than	To and Including	Amount of Liquidated Damages Per Working Days
\$0	\$100,000	\$200
\$100,000	\$500,000	\$400
\$500,000	\$1,000,000	\$550
\$1,000,000	\$2,000,000	\$700
\$2,000,000	\$5,000,000	\$850
\$5,000,000	\$10,000,000	\$1,200
\$10,000,000	\$15,000,000	\$1,500
\$15,000,000	\$20,000,000	\$1,700
\$p20,000,000	Over \$20,000,000	\$2,500

## **EQUAL OPPORTUNITY CLAUSE**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. The Contractor will take Affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or natural origin.

# Equal Employment Opportunity is THE LAW

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

### **VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS**

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

## Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

### **DISABILITY**

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX**

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

### **INDIVIDUALS WITH DISABILITIES**

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.



## WAGE DETERMINATION

**Wage Rates.** Pursuant to Section 2258.023(a), Texas Government Code, as amended, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages set forth by the Davis Bacon General Decision Number: TX20250007 01/03/2025 below:

"General Decision Number: TX20250007 01/03/2025

Superseded General Decision Number: TX20240007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.	
If the contract was awarded on or between January 1, 2015 and	. Executive Order 13658 generally applies to the	

January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$13.30 per hour (or the	
	applicable wage rate listed	
	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	
	that contract in 2025.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving and		
Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER		
Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade		
Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor.....	\$ 12.69	**

Asphalt Distributor.....	\$ 15.55	**
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement		
Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons		
or less.....	\$ 18.36	
Crane, Lattice Boom 80		
tons or less.....	\$ 15.87	**
Crane, Lattice Boom over		
80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling		
Locator.....	\$ 11.67	**
Directional Drilling		
Operator.....	\$ 17.24	**
Excavator 50,000 lbs or		
Less.....	\$ 12.88	**
Excavator over 50,000 lbs...	\$ 17.71	**
Foundation Drill, Truck		
Mounted.....	\$ 16.93	**
Front End Loader, 3 CY or		
Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	**
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**
Roller, Asphalt.....	\$ 12.78	**
Roller, Other.....	\$ 10.50	**
Scraper.....	\$ 12.27	**
Spreader Box.....	\$ 14.04	**
Trenching Machine, Heavy....	\$ 18.48	
Servicer.....	\$ 14.51	**
Steel Worker		
Reinforcing.....	\$ 14.00	**
Structural.....	\$ 19.29	
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Traffic Signal/Light Pole		
Worker.....	\$ 16.00	**
TRUCK DRIVER		
Lowboy-Float.....	\$ 15.66	**
Off Road Hauler.....	\$ 11.88	**
Single Axle.....	\$ 11.79	**

Single or Tandem Axle Dump  
Truck.....\$ 11.68 \*\*  
Tandem Axle Tractor w/Semi  
Trailer.....\$ 12.81 \*\*

WELDER.....\$ 15.97 \*\*

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the



year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

#### ----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or  
by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested  
party (those affected by the action) that disagrees with the  
decision can request review and reconsideration from the Wage  
and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).  
Requests for review and reconsideration can be submitted via  
email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the  
interested party's position and any information (wage payment  
data, project description, area practice material, etc.) that  
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an  
interested party may appeal directly to the Administrative  
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====

END OF GENERAL DECISION"

The OWNER's design professional as outlined in Article 9 of the General Conditions:

Engineer/Architect (E/A):

Name: Chad Gilpin, P.E. – City Engineer  
Company: City of Dripping Springs  
Address: 511 Mercer St., Dripping Springs TX 78620  
Phone: 512-220-8100  
E-mail: [cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com)

The designated representative of the OWNER as outlined in Article 8 of the General Conditions:

Owner's Representative:

Name: Andrew Binz – Parks & Community Services Director  
Company: City of Dripping Springs  
Address: 511 Mercer St., Dripping Springs TX 78620  
Phone: 512-894.2400  
E-mail: [ABinz@cityofdrippingsprings.com](mailto:ABinz@cityofdrippingsprings.com)

# **DIVISION D**

## **CONDITIONS OF THE CONTRACT**

## GENERAL CONDITIONS OF THE CONTRACT

---

### General Conditions Table of Contents

General Conditions of the Contract.....	1
ARTICLE 1 – DEFINITIONS.....	2
ARTICLE 2 - PRELIMINARY MATTERS .....	5
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE.....	7
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS .....	8
ARTICLE 5 - BONDS AND INSURANCE .....	11
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES .....	15
ARTICLE 7 - OTHER WORK.....	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES.....	27
ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION .....	28
ARTICLE 10 - CHANGES IN THE WORK .....	29
ARTICLE 11 - CHANGE OF CONTRACT AMOUNT .....	31
ARTICLE 12 - CHANGE OF CONTRACT TIMES .....	34
ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK.....	36
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION .....	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION .....	44
ARTICLE 16 - DISPUTE RESOLUTION.....	46
ARTICLE 17 – MISCELLANEOUS .....	48



## ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Addendum** - Written instruments issued by the Contract Awarding Authority which clarify, correct or change the bidding requirements or the Contract Documents prior to the Due Date. "Addenda" is the plural form of Addendum.
- 1.2 Alternative Dispute Resolution** - The process by which a disputed Claim may be settled if the OWNER and the CONTRACTOR cannot reach an agreement between themselves, as an alternative to litigation.
- 1.3 Bid** - A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant Contract.
- 1.4 Bidder** - A person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 1.5 Bid Documents** - The advertisement or Invitation for Bids, instructions to Bidders, the Bid form, the Contract Documents and Addenda.
- 1.6 Calendar Day** - Any day of the week; no days being excepted. Work on Saturdays, Sundays, and/or Legal Holidays shall be coordinated with OWNER.
- 1.7 Change Directive** - A written directive to CONTRACTOR, signed by OWNER, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.
- 1.8 Change Orders** - Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.
- 1.9 Claim** - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
- 1.10 Contract** - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.
- 1.11 Contract Amount** - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.
- 1.12 Contract Awarding Authority** - A City department authorized to enter into Contracts on behalf of the City.
- 1.13 Contract Documents** - Project Manual, Drawings, Addenda and Change Orders.
- 1.14 Contract Time** - The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

- 1.15 CONTRACTOR** - The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.
- 1.16 Critical Path** - The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.
- 1.17 Drawings** - Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.
- 1.18 Due Date** - The date and time specified for receipt of Bids.
- 1.19 Engineer/Architect (E/A)** - The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.
- 1.20 Equal** - The terms "equal" or "approved equal" shall have the same meaning.
- 1.21 Execution Date** - Date of last signature of the parties to the Agreement.
- 1.22 Field Order** - A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.
- 1.23 Final Completion** - The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.
- 1.24 Force Account** - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.
- 1.25 Inspector** - The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.
- 1.26 Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.
- 1.27 Legal Holidays**

**1.27.1** The following are recognized by the OWNER:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

- 1.27.2** If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.
- 1.27.3** Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.
- 1.28 Milestones** - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.29 Notice to Proceed** - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- 1.30 OWNER** - City of Dripping Springs, Texas, a municipal corporation, general law, Type A city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Council's designee, officers, agents or employees to administer design and construction of the Project.
- 1.31 Owner's Representative** - The designated representative of the OWNER.
- 1.32 Partial Occupancy or Use** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.
- 1.33 Project** - The subject of the Work and its intended result.
- 1.34 Project Manual** - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.
- 1.35 Resident Project Representative** - The authorized representative of E/A who may be assigned to the site or any part thereof.
- 1.36 Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.
- 1.37 Specifications** - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.
- 1.38 Solicitation** - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.
- 1.39 Substantial Completion** - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.
- 1.40 Subcontractor** - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.
- 1.41 Sub-Subcontractor** - A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

- 1.42 Superintendent** - The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.
- 1.43 Supplemental General Conditions** - The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.
- 1.44 Supplier** - An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 1.45 Time Extension Request** - An approved request for time extension on a form acceptable to OWNER.
- 1.46 Work** - The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.
- 1.47 Working Day** - Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.
- 1.48 Working Hours**
- 1.48.1 Working Day Contract:** All Work shall be done between 7:00 a.m. and 5:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.48.2 Calendar Day Contract:** All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.49 Written Notice** - Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

## ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Delivery of Agreement, Bonds, Insurance, etc.:** Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.

**2.2 Copies of Documents:** OWNER shall furnish to CONTRACTOR with digital copies of the Contract Documents unless otherwise specified. CONTRACTOR will be responsible for furnishing hardcopies for CONTRACTOR and subcontractor use.

**2.3 Commencement of Contract Times; Notice to Proceed:** The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

**2.4 Before Starting Construction:**

**2.4.1** No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.

**2.4.2** It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than three working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:

- .1** A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;
- .2** An organizational chart showing the principals, management personnel, Superintendent and project manager who will be involved with the Work, including each one's responsibilities for the Work;
- .3** A preliminary schedule of Shop Drawing and sample submittals;
- .4** A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during



construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;

- .5 If applicable, an excavation safety system plan;
- .6 If applicable, a plan illustrating proposed locations of temporary facilities;
- .7 A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor; and
- .8 Appropriate safety training certificates for workers that will initially be on site.

**2.4.3** Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.

**2.5 Preconstruction Conference:** Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Contract documents.

**2.6 Initially Acceptable Schedules:** Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals.

## ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### **3.1 Intent:**

**3.1.1** The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

- Signed Agreement
- Addendum to the Contract Documents, including approved changes
- Supplemental General Conditions
- General Conditions
- Other Bidding Requirements and Contract Forms
- Special Provisions to the Standard Technical Specifications
- Special Specifications
- Standard Technical Specifications
- Drawings (figured dimensions shall govern over scaled dimensions)
- Project Safety Manual (if applicable),

with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

- 3.1.2** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**3.2 Reporting and Resolving Discrepancies:** If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.

**3.3 Amending and Supplementing Contract Documents:**

- 3.3.1** The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- .1 Change Order.
- .2 Change Directive.
- .3 Time Extension Request.

- 3.3.2** In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- .1 Field Order.
- .2 Review of a Shop Drawing or sample.
- .3 Written interpretation or clarification.

**3.4** Reuse of Documents Prohibited: CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and E/A.

**3.5** In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

**ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS**

**4.1 Availability of Lands:** The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access.

CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.

#### **4.2 Subsurface and Physical Conditions:**

**4.2.1** CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.

**4.2.2** CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.

**4.2.3** Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. **CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.

**4.2.4** CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and

Texas Historical Commission. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

**4.3 Reference Points:** All control lines and benchmarks suitable for use in layout will be furnished by CONTRACTOR, unless otherwise specified. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

**4.4 Hazardous Materials:**

**4.4.1** CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

**4.4.2** CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

**4.4.3** The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.

**4.4.4** Hazardous material definitions and procedures.

**.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.

**.2** Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

**.3** CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all

necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.

- .4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- .5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. **CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.**

- 4.4.5 CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

## ARTICLE 5 - BONDS AND INSURANCE

- 5.1 **Surety and Insurance Companies:** All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding \$100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- 5.2 **Workers' Compensation Insurance Coverage:**

- 5.2.1 Definitions:

- .1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
- .2 Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.
- .3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the



services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 5.2.2** CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.
- 5.2.3** CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.
- 5.2.4** If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.
- 5.2.5** CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:
- .1** A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - .2** No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 5.2.6** CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- 5.2.7** CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 5.2.8** CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 5.2.9** CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:
- .1** Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - .2** Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

- .3 Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - .4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - .5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
  - .6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
  - .7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 5.2.10** By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 5.2.11** CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.
- 5.3 Other Bond and Insurance Requirements:** For additional insurance requirements, refer to Division C.
- 5.4 Bonds:**
- 5.4.1 General.**
- .1 Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
  - .2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
  - .3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment

Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

**5.4.2 Performance Bond.**

- .1** If the Contract Amount exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond.
- .2** If the Contract Amount exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .3** If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .4** If a Performance Bond is required to be furnished, it shall extend for the two (2) year warranty period.

**5.4.3 Payment Bond.**

- .1** If the Contract Amount exceeds \$50,000, CONTRACTOR shall furnish OWNER with a Payment Bond.
- .2** If the Contract Amount is less than or equal to \$50,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.

**5.4.4 Maintenance Bond.**

- .1** Before final payment and acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond to assure the quality of the materials and workmanship, and maintenance of all required improvements including the OWNER'S costs for collecting the guarantee of funds and administering the correction and/or replacement of covered improvements.
- .2** The maintenance bond shall be satisfactory to the OWNER as to form, sufficiency, and manner of execution.
- .3** Said bond shall be in an amount equal to one hundred percent (100%) of the cost of improvements verified by the ENGINEER and shall run for a period of two (2) calendar years measured from the date of final acceptance.

- .4 In an instance where a maintenance bond has been posted and a defect or failure of any required improvements occurs within the period of coverage, the OWNER shall require that the improvements be repaired or replaced by the CONTRACTOR who issued the bond. If the improvements or repairs are not completed in what the OWNER deems to be a timely manner, the OWNER may declare said bond to be in default and require that improvements be repaired or replaced by the bonding company.
- .5 Whenever a defect or failure of any required improvement occurs within the period of coverage, OWNER may require that a new maintenance bond be posted for a period of two (2) full calendar years sufficient to cover the corrected defect or failure.

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

### **6.1 Supervision and Superintendence:**

- 6.1.1** CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 6.1.2** CONTRACTOR shall have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.
  - .1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.
  - .2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.
  - .3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR

shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

## **6.2 Labor, Materials and Equipment:**

- 6.2.1** CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project.
- 6.2.2** Unless otherwise specified in the contract documents, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.2.3** All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- 6.2.4** Substitutes and "Approved Equal" Items:
- .1** Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted by CONTRACTOR, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, to E/A through Owner's Representative under the following circumstances:



- .1.1** "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.
    - .1.2** Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefore.
  - .2** Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items.
  - .3** E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.
  - .4** CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.
  - .5** The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.
- 6.2.5** CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.

**6.3 Progress Schedule:** Unless otherwise provided in the contract documents, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:

**6.3.1** CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the contract documents applicable thereto.

**6.3.2** Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

**6.4 Concerning Subcontractors, Suppliers and Others:**

**6.4.1** Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.

**6.4.2** Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

**6.4.3** CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A. The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all purposes to have provided in its contracts with major Subcontractors or Suppliers on the Project (those contracts of more than \$10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The

OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.

- 6.4.4** CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.
- 6.4.5** CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.
- 6.4.6** The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.
- 6.4.7** CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.
- 6.4.8** To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

## **6.5 Patent Fees and Royalties:**

- 6.5.1** CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.
- 6.5.2** CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.

**6.5.3 CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.**

**6.5.4** OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

**6.6 Permits, Fees:** Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

**6.7 Laws and Regulations:**

**6.7.1** CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

**6.7.2** Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

**6.7.3** If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

**6.7.4** This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

As applicable based TCEQ requirements related to project size and area of disturbance CONTRACTOR shall be responsible for:

- .1** Prepare Storm Water Pollution Prevention Plan (SWPPP).

- .2 CONTRACTOR shall file the Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). CONTRACTOR shall pay the TPDES storm water application fee.
- .3 Posting of TCEQs "Construction Site Notice" near the main entrance of the work.
- .4 Inspection and Maintenance of all erosion/sedimentation controls.
- .5 Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.
- .6 .Upon completion of the Work, provide TPDES records to OWNER."

#### 6.8 Taxes:

- 6.8.1 CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.
- 6.8.2 OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

#### 6.9 Use of Premises:

- 6.9.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.**
- 6.9.2 During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials.



CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

- 6.9.3** CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**6.10 Record Documents:** CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.5) in good order and annotated to show all changes made during construction. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

**6.11 Safety and Protection:**

- 6.11.1** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- .1 all persons on the Work site or who may be affected by the Work;
- .2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- .3 other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

- 6.11.2** CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties

and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

- 6.11.3** Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to a company executive, not an on site project manager. Upon request of OWNER, CONTRACTOR shall provide certifications or other acceptable documentation of the Safety Representative's qualifications.
- 6.11.4** Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.
- 6.11.5** Emergencies:
- .1** In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.

- .2 Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.
- .3 In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

**6.12 Continuing the Work:** CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

**6.13 CONTRACTOR's General Warranty and Guarantee:**

**6.13.1** CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

- .1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- .2 normal wear and tear under normal usage.

**6.13.2** CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

- .1 observations by Owner's Representative and/or E/A;
- .2 recommendation of any progress or final payment by Owner's Representative;
- .3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- .4 use or occupancy of the Work or any part thereof by OWNER;
- .5 any acceptance by OWNER or any failure to do so;
- .6 any review of a Shop Drawing or sample submittal;
- .7 any inspection, test or approval by others; or

.8 any correction of defective Work by OWNER.

#### **6.14 INDEMNIFICATION:**

**6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:**

- .1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and**
- .2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such INDEMNIFIED PARTY by laws and regulations regardless of the negligence of any such person or entity.**

**In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.**

**6.14.2** The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

**6.14.3** The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners,

employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.

**6.14.4** In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.

**6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.**

**6.15 Survival of Obligations:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

**6.16 Losses from Natural Causes:** Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.

**6.17 Notice of Claim:** Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within ninety (90) calendar days of the event giving rise to such injury or damage. The provisions of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

**6.18 Liquidated Damages:** CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

## ARTICLE 7 - OTHER WORK

**7.1** OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefore, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.

**7.2** CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work.



CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

- 7.3** If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.
- 7.4** OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.
- 7.5** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1** Prior to the start of construction, OWNER will designate a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.
- 8.2** OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 8.3** OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.
- 8.4** Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation,

review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.

- 8.5** The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).
- 8.6 Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

## ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

### **9.1 E/A's Authority and Responsibilities:**

- 9.1.1** The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.
- 9.1.2** E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 9.1.3** E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- 9.1.4** If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.
- 9.1.5** The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.

- 9.2 E/A assisting Owner's Representative:** E/A will assist the Owner's Representative designated under paragraph 8.1 during the construction period. The duties and responsibilities and the limitations of authority of E/A in assisting the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and E/A. E/A shall not have the authority to bind the Owner as that authority lies with the Owner's representative, but E/A may communicate on behalf of Owner in all Project matters.
- 9.3 Visits to Site:** If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1 and 9.2.
- 9.4 Resident Project Representative:** If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1, 9.2 and Division C. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.
- 9.5 Clarifications and Interpretations:** E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefore as provided in Article 11 or 12.
- 9.6 Rejecting Defective Work:** E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9.7 Shop Drawings:** Refer to Contract documents for E/A's authority concerning Shop Drawings.

## ARTICLE 10 - CHANGES IN THE WORK

### **10.1 Changes:**

- 10.1.1** Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the

OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.

- 10.1.2** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR's proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner's Representative, including impacts to the approved Progress Schedule, unless Owner's Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10) Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner's Representative within seven (7) Calendar Days, unless Owner's Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.
- 10.1.3** CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.
- 10.1.4** Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR's opinion, will result in a change in the Contract Amount and/or Contract Times.
- 10.1.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

## **10.2 Change Orders:**

- 10.2.1** OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:
- .1** a change in the Work;
  - .2** the amount of the adjustment in the Contract Amount, if any; and
  - .3** the extent of the adjustment in the Contract Time, if any.
- 10.2.2** An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

## **10.3 Change Directives:**

- 10.3.1** Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be

used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.

- 10.3.2** If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.
- 10.3.3** A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.
- 10.3.4** Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

#### **10.4 Field Order:**

- 10.4.1** Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.
- 10.4.2** If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

#### **10.5 No Damages for Delay: CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN ADJUSTMENT IN CONTRACT PRICE FOR ANY EVENT OF DELAY. CONTRACTOR'S SOLE REMEDY FOR ANY DELAY SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME.**

### **ARTICLE 11 - CHANGE OF CONTRACT AMOUNT**

- 11.1** The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.
- 11.2** The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.
- 11.3** The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of



the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.

**11.4 Determination of Value of Work:**

**11.4.1** The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:

- .1** by application of unit prices contained in the Contract Documents to the quantities of the items involved.
- .2** by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.
- .3** by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).
- .4** No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3

**11.4.2** Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.

**11.5 Cost of Work:** If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:

**11.5.1** For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.

**11.5.2** CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

- 11.5.3** For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by Equipment Watch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.
- 11.5.4** The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

**11.6 Unit Price Work:**

- 11.6.1** Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).
- 11.6.2** When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.
- 11.6.3** Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- 11.6.4** A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or \$50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.
- 11.6.5** OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:
- .1** the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or

- .2 CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

## ARTICLE 12 - CHANGE OF CONTRACT TIMES

### **12.1 Working Day and Calendar Day Contracts:**

- 12.1.1** The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.
- 12.1.2** When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.
- 12.1.3** When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.
- 12.1.4** OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:
  - .1 Changes ordered in the work which justify additional time.
  - .2 Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:

- a) Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.
  - b) If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.
  - c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).
  - d) Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).
  - e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).
- .3 When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.
- .4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

## 12.2 Calendar Day Contracts:

- 12.2.1** Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Dripping Springs, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.
- 12.2.2** "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.
- 12.2.3** Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Dripping Springs, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January	5 days	July	4 days
February	4 days	August	4 days
March	5 days	September	5 days
April	4 days	October	5 days
May	5 days	November	4 days
June	6 days	December	4 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

- 12.2.4** CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

## ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK

- 13.1 Notice of Defects:** Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.

- 13.2 Access to Work:** OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

### **13.3 Tests and Inspections:**

- 13.3.1** CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 13.3.2** OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:
- .1** for inspections, tests or approvals covered by paragraph 13.3.3 below;
  - .2** that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;
  - .3** for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and
  - .4** as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.
- 13.3.3** If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.



**13.3.4** CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

**13.4 Uncovering Work:**

**13.4.1** If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.

**13.4.2** If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

**13.5 OWNER May Stop the Work:**

**13.5.1** If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

**13.5.2** If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

**13.6 Correction or Removal of Defective Work:** If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

**13.7 Warranty period:**

**13.7.1** If within two year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective,

CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

- (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and
- (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

**13.7.2** In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.

**13.7.3** If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.

**13.7.4** The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

**13.8 Acceptance of Defective Work:** If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

**13.9 OWNER May Correct Defective Work:** If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order

will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

## **ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

### **14.1 Application for Progress Payment:**

- 14.1.1** No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 14.1.2** Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.
- 14.1.3** Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.
- 14.1.4** If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.
- 14.1.5** Where the original Contract Amount is less than \$400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is \$400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive

payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.

**14.1.6** Applications for Payment shall include the following documentation:

- .1 updated Progress Schedule;
- .2 monthly subcontractor report;
- .3 any other documentation required under the Supplemental General Conditions.

**14.2 CONTRACTOR's Warranty of Title:** CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

**14.3 Review of Applications for Progress Payment:**

**14.3.1** Owner's Representative will, within ten (10) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

**14.3.2** Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

- .1 the Work has progressed to the point indicated; and
- .2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

**14.3.3** By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

- .1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;
- .2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;
- .3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or
- .4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

**14.4 Decisions to Withhold Payment:**

**14.4.1** OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

- .1 defective Work not remedied;
- .2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;
- .3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- .5 damage to OWNER or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;
- .8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;
- .9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;
- .10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;
- .11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;
- .12 failure of CONTRACTOR to submit monthly subcontractor reports;
- .13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
- .14 failure of CONTRACTOR to comply with any provision of the Contract Documents.

**14.4.2** When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.

**14.5 Payment Becomes Due:** Thirty days after presentation of the Application for Payment to Owner with E/A's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**14.6 Arrears:** No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.

**14.7 Substantial Completion:**

**14.7.1** When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as Incomplete) and request a determination as to whether the Work or designated portion thereof is



substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

**14.7.2** If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing, such costs to be set off against subsequent payments or memorialized in a Change Order.

**14.7.3** OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

**14.8 Partial Utilization:** Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

**14.8.1** OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.

**14.8.2** Such partial utilization is authorized by public authorities having jurisdiction over the Work.

**14.9 Final Inspection:** Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with

CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

**14.10 Final Application for Payment:** CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

**14.10.1** Affidavit by CONTRACTOR certifying the payment of all debts and claims;

**14.10.2** Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;

**14.10.3** Record documents (as provided in paragraph 6.10);

**14.10.4** Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;

**14.10.5** Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;

**14.10.6** Any other documentation called for in the Contract Documents.

**14.11 Final Payment and Acceptance:**

**14.11.1** If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.

**14.11.2** If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the two-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the two-year warranty period.

**14.11.3** Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

**14.11.4** The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:

- .1** CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii) CONTRACTOR and the claimant have certain alternative dispute resolution rights; and
- .2** CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

**14.12 Waiver of Claims:** The making and acceptance of final payment will constitute:

- 14.12.1** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

**15.1 OWNER May Suspend Work Without Cause:** At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefore as provided in Articles 11 and 12.

**15.2 OWNER May Terminate Without Cause:** Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

- 15.2.1** for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 15.2.2** for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

- 15.2.3** other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

**15.3 OWNER May Terminate With Cause:**

- 15.3.1** Upon the occurrence of any one or more of the following events:

- .1** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;
- .2** if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;
- .3** if CONTRACTOR disregards the authority of Owner's Representative;
- .4** if CONTRACTOR makes fraudulent statements;
- .5** if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;
- .6** if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or
- .7** if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER.

- 15.3.2** Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all future Bids submitted by CONTRACTOR.

- 15.4 CONTRACTOR May Stop Work or Terminate:** If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the

same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

- 15.5 Discretionary Notice to Cure:** In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.
- 15.6 Bankruptcy:** If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.
- 15.7 Duty to Mitigate:** In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.
- 15.8 Responsibility during Demobilization:** While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

## ARTICLE 16 - DISPUTE RESOLUTION

### **16.1 Filing of Claims:**

- 16.1.1** Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general



nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.

- 16.1.2** Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

**16.2 Alternative Dispute Resolution:**

- 16.2.1** If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.

- 16.2.2** Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

**16.2.3 Mediation:**

- .1** If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.
- .2** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution

alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise.

**16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier:** If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful, mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

**16.4 RESERVED**

**ARTICLE 17 – MISCELLANEOUS**

**17.1 Venue:** In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Hays County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.

**17.2 Extent of Agreement:** This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

**17.3 Cumulative Remedies:** The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.

**17.4 Severability:** If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

**17.5 Independent Contractor:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent

contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

**17.6 Prohibition of Gratuities:** OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if it is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to this provision, OWNER shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

**17.7 Prohibition Against Personal Interest in Contracts:** No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

**17.8 OWNER'S Right to Audit:**

**17.8.1** Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 original estimates and estimating work sheets;
- .5 correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 back charge logs and supporting documentation;
- .8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;
- .10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

**17.8.2** CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.

- 17.8.3** CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.
- 17.8.4** CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.
- 17.8.5** CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.
- 17.9 Survival:** The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.
- 17.10 No Waiver:** The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.
- 17.11 Conditions Precedent to Right to Sue.** Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.
- 17.12 Waiver of Trial by Jury.** OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

**End of Document**

## DIVISION E

# TECHNICAL SPECIFICATIONS

All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2024 Edition) and the Hays County Specifications for Roadway Design, Paving and drainage Improvements (2019 Edition).

Where Hays County Specifications for Roadway Design, Paving, and Drainage Improvements are in conflict with TxDOT Specifications, Hays County Specifications shall supersede. Where additional specification information and notes are provided on the schedule of quantities plan sheet that conflicts with either the TxDOT or Hays County specifications the additional specification information and notes provided on the schedule of quantities plan sheet shall supersede.

In addition, the following City of Austin Standard Specification shall be used for this project:

- Item No. 639S – Rock Berm



## **ITEM NO. 639S ROCK BERM 8-18-10**

### **639S.1 Description**

This item shall govern the construction of a temporary berm of open graded rock that is installed at the toe of a slope on the perimeter of a developing area. Rock berms are appropriate for use as flow diverters, energy dissipators, grade control, and level spreaders to release the water in sheet flow (Environmental Criteria Manual Section 1.4.5.E). This item shall also govern the removal of the "Rock Berm" and re-vegetation of the area.

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text, the inch-pound units are given preference followed by SI units shown within parentheses.

### **639S.2 Submittals**

The submittal requirements for this specification item shall include:

- A. Function (flow diversion, grade control, energy dissipator, level spreader, or other) and dimensions of the rock berm
- B. Source, type and gradation of rock
- C. Re-vegetation program, including:
  - 1. Identification of the type, source, mixture, Pure Live Seed (PLS) and rate of application of the seeding.
  - 2. Type of mulch.
  - 3. Type of tacking agent.
  - 4. Type and rate of application of fertilizer.

### **639S.3 Design Criteria**

A detailed design is not required for the installation of a rock berm; however, the following criteria shall be observed:

Drainage area	-	less than 5 acres (2 hectares).
Height	-	18 inches (450 mm) minimum height, measured vertically from the top of the existing ground at the upslope toe to the top of the berm.
Top width	-	2 feet (0.6 meter) minimum.
Side slopes	-	2:1 or flatter.
Grade	-	Berms will be built along a contour as near possible to a 0 percent grade.

### **639S.4 Materials**

Surplus rock excavated from utility trenches or from other excavations may be used in construction of these berms. In general, the rocks shall be sound with a minimum of 3 inches (75 mm) in smallest dimension and shall weigh between 10 and 30 pounds (4.5 to 13.6 kilograms) each. Seeding for re-vegetation shall conform to Item No. 604S, "Seeding for Erosion Control".

Use only open-graded rock of the size indicated on Standard Detail No. 639S-1, with most of the fines removed.

### 639S.5 Construction Methods

All trees, brush, stumps and objectionable material shall be removed and disposed in a manner that will not interfere with the construction of the berm.

A trench shall be excavated to a minimum depth of 4 inches (100 mm) below existing grade for placement of the rock as indicated on Standard Detail No. 639S-1 and the Drawings. The rocks shall be placed in interlocking layers with close joints starting at the base. Open joints shall be filled with rock-spalled materials as required to stabilize the berm.

The area upstream from the rock berm shall be maintained in a condition, which will allow sediment to be removed following the runoff from a rainfall event. After each rainfall event with an accumulation of 1 inch (25 mm) or more, an inspection of the rock berm will be made by the Contractor and the stone shall be replaced, when the structure ceases to function as intended because of sediment accumulation among the rocks, washout, construction traffic damage, etc.

If the sediment reaches a depth equal to  $\frac{1}{3}$  the height of the berm or 6 inches (150 mm), whichever is less, the Contractor will remove the accumulated sediment and dispose of it at an approved disposal site in a manner that will not contribute to additional sedimentation. The berm will be reshaped as needed during construction.

When the site is completely stabilized, the berm will be removed and disposed of in a manner approved by the Engineer or designated representative.

The area will be re-vegetated as required by Item No. 604S, "Seeding for Erosion Control".

### 639S.6 Measurement

Acceptable work performed and prescribed in this item will be measured by the linear foot (lineal meter: 1 lineal meter equals 3.281 lineal feet) along the centerline of top of berm.

### 639S.7 Payment

The work performed and material furnished and measured as provided under "Measurement" to construct this item will be paid for at the unit bid price per linear foot of rock berm barrier as indicated on the Drawings. The Unit Bid Price shall include full compensation for: (a) furnishing, hauling and placing all materials including all labor, tools, equipment and incidentals needed to complete the work, (b) maintaining the berm, (c) removing sediment accumulations, (d) rock replacement, (e) removing and disposing of all materials when the berm is no longer required and (f) re-vegetating the site upon removal of the berm.

Payment will be made under:

<b>Pay Item No. 639S:</b>	Rock Berm	Per Lineal Foot.
---------------------------	-----------	------------------

End

<b>SPECIFIC CROSS REFERENCE MATERIALS</b>	
<u>Specification 639S, "Rock Berm"</u>	
<u>City of Austin Environmental Criteria Manual</u>	
<u>Designation</u>	<u>Description</u>
Section 1.4.2.E	Rock Berm

City of Austin Standard Details	
<u>Designation</u>	<u>Description</u>
Number 639S-1	Rock Berm
City of Austin Standard Specifications	
<u>Designation</u>	<u>Description</u>
Item No. 604S	Seeding for Erosion Control

<b><u>RELATED CROSS REFERENCE MATERIALS</u></b>	
<u>Specification 639S, "Rock Berm"</u>	
City of Austin Environmental Criteria Manual	
<u>Designation</u>	<u>Description</u>
Table 1-1.3	Recommended Design Values For Functional Controls
Table 1-2	Maximum Water Depth At The Barrier
City of Austin Standard Specifications	
<u>Designation</u>	<u>Description</u>
Item No. 101S	Preparing Right-of-way
Item No. 102S	Clearing and Grubbing
Item No. 111S	Excavation
Item No. 120S	Channel Excavation
Item No. 401S	Structural Excavation and Backfill
Item No. 602S	Sodding for Erosion Control
Item No. 605S	Soil Retention Blanket
Item No. 606S	Fertilizer
Item No. 608S	Planting
Item No. 610S	Preservation of Trees and Other Vegetation
Item No. 620S	Filter Fabric
Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges	
<u>Designation</u>	<u>Description</u>
Item No. 100	Preparing Right-of-way
Item No. 110	Excavation
Item No. 132	Embankment
Item No. 158	Specialized Excavation Work
Item No. 166	Fertilizer
Item No. 168	Vegetative Watering
Item No. 169	Soil Retention Blanket
Item No. 204	Sprinkling

CONSTRUCTION PLANS

DRIPPING SPRINGS RANCH PARK (DSRP)

RODEO ARENA GRADING

APRIL 2025

PROJECT # PARKS-2025-02

WORK TYPE: SITE GRADING FOR RODEO ARENA, EARTHWORK EXCAVATION AND EMBANKMENT.



SCALE: 1" = 2,000'

PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS



PREPARED BY:



4/1/2025

DANIEL CRYAN, P.E.

DATE

RECOMMENDED BY:

CHAD GILPIN, P.E. - CITY ENGINEER

4/1/2025

DATE

APPROVED BY:

SHAWN COX, DEPUTY CITY ADMINISTRATOR

DATE

APPLICABLE BUILDING CODES & ORDINANCES	
ALL CONSTRUCTION SHALL BE GOVERNED BY THE ADOPTED SET OF BUILDING CODES AS LISTED BELOW AND ANY LOCAL AMENDMENTS FOUND IN DRIPPING SPRINGS' TECHNICAL AND CONSTRUCTION STANDARDS AS LISTED IN THE CODES & STANDARDS ARTICLE OF THE CITY CODE OF ORDINANCES	
2018 INTERNATIONAL BUILDING CODE (IBC)	
2018 INTERNATIONAL PLUMBING CODE (IPC)	
2018 INTERNATIONAL FUEL GAS CODE (IFGC)	
2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)	
2018 INTERNATIONAL FIRE CODE (IFC)	
2023 NATIONAL ELECTRIC CODE (NEC)	
2012 TEXAS ACCESSIBILITY STANDARDS (TAS)	

CONTRACTOR: \_\_\_\_\_

CONSTRUCTION START: \_\_\_\_\_

CONSTRUCTION ACCEPTED: \_\_\_\_\_

TOTAL CONSTRUCTION COST: \_\_\_\_\_

PREPARED BY:



T.B.P.L.S. Firm Registration # 10193770  
T.B.P.E. Firm Registration # F-9266  
9701 BRODIE LN, SUITE 203  
AUSTIN, TX 78748  
PH: 512.220.8100

Sheet List Table	
Sheet Number	Sheet Title
1	COVERSHEET
2	GENERAL NOTES
3	SCHEDULE OF QUANTITIES
4	EXISTING CONDITIONS & DEMO PLAN
5	EROSION & SEDIMENTATION CONTROL PLAN
6	SITE PLAN
7	GRADING PLAN
8	TYPICAL SECTIONS
9	PROFILES
10	PROFILES
11	PROFILES
12	PROFILES
13	DRIVEWAY HORIZONTAL ALIGNMENT DATA
14	TRAIL HORIZONTAL ALIGNMENT DATA
15	ESC STANDARD DETAILS 01
16	ESC STANDARD DETAILS 02

REVISION BLOCK					
NO.	REVISION DESCRIPTION	AFFECTED SHEETS	DATE	APPROVAL SIGNATURE	APPROVAL DATE
1	SPREAD FILL GRADING	3-7	5/23/2025		5/23/2025

- NOTES:
- THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS.
  - THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
  - NO PORTION OF THIS PROJECT LIES WITHIN FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0105F DATED SEPTEMBER 2, 2005 HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
  - CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.
  - RIGHT-OF-WAY LINES SHOWN HEREON ARE APPROXIMATE.

THESE PLANS ARE FULL SIZE AT 11" X 17"

### A. GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING FOR THE LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES:

  - TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-245-4545
  - TEXAS ONE CALL SYSTEM (TOCS) 1-800-344-8377

2. PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.

3. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.

4. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.

5. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.

6. CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.

7. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.

8. WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.

9. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINED HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY.

10. CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. RECORD SHALL BE KEPT IN AN ONSITE SET OF MARKED-UP RECORD DRAWINGS.

11. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.

12. CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION. REMOVE ALL AREAS OF WEAK SOIL.

13. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.

14. UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.

15. ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION AND ANY DAMAGES INCURRED DUE TO CONTRACTOR'S OPERATION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.

16. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).

17. TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TxDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TxDOT BARRICADE AND CONSTRUCTION STANDARDS.

18. RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY CONSTRUCTION STANDARDS.

19. CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.

20. ALL WORK IS TO BE PERFORMED BETWEEN THE FOLLOWING HOURS:  
8:00 A.M. TO 5:00 P.M. MONDAY - FRIDAY  
ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY. THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.

21. THE CONTRACTOR SHALL MAKE AN EXAMINATION OF THE PROJECT SITE AND COMPLETELY FAMILIARIZE HIMSELF WITH THE NATURE AND EXTENT OF ANY WORK TO BE ACCOMPLISHED. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY WORK MADE NECESSARY BY UNUSUAL CONDITIONS OR OBSTACLES ENCOUNTERED DURING THE PROGRESS OF THE WORK, WHEN SUCH CONDITIONS OR OBSTACLES ARE READILY APPARENT UPON A VISIT TO THE SITE. IF THERE ARE ANY QUESTIONS OF THIS REGARD OR IF THERE ARE ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS.

22. IN THOSE CASES WHERE FIXED FEATURES REQUIRE, THE DESIGN SLOPES INDICATED HEREIN AND ON THE CROSS SECTIONS MAY BE MODIFIED IN THE FIELD AS DETERMINED BY THE CITY IF EXISTING

CONDITIONS SO REQUIRE.

23. ACCESS TO RESIDENCES, BUSINESSES, AND DRIVEWAYS ALONG THE PROJECT MUST RECEIVE PRIORITY BY THE CONTRACTOR.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF HIS MATERIALS AND EQUIPMENT FROM THEFT, VANDALISM, ANIMALS, FIRE, ETC. WHILE SAID MATERIALS AND EQUIPMENT ARE ON THE PROJECT, WHETHER STORED OR INSTALLED IN PLACE, UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE CITY.

## B. ENVIRONMENTAL NOTES

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RESTORATION.
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
3. ALL DISTURBED AREAS TO BE RESTORED UPON COMPLETION OF CONSTRUCTION. NO SEPARATE PAYMENT WILL BE MADE FOR RE-VEGETATION ACTIVITIES. ALL MATERIALS AND LABOR SHALL BE SUBSIDIARY TO OTHER BID ITEMS.
4. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 85% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
5. A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
6. THE CONTRACTOR TO SEED, SOD OR HYDROMULCH ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR ALL IRRIGATION WATER REQUIRED TO ESTABLISH GRASS TO THE REQUIRED 85% COVERAGE.
7. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.
8. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS.
9. WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE FENCING.
10. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
11. ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
12. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.) ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "**NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES**").
13. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING ¼ INCH TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL.

C. EROSION & SEDIMENT CONTROL - SEQUENCE OF CONSTRUCTION:

1. TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSTALLED AS INDICATED ON THE APPROVED SITE PLAN CONSTRUCTION PLAN AND IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE POSTED ON THE SITE. INSTALL TREE PROTECTION, INITIATE TREE MITIGATION MEASURES AND CONDUCT "PRE - CONSTRUCTION" TREE FERTILIZATION (IF APPLICABLE).
2. THE ENVIRONMENTAL PROJECT MANAGER, AND/OR SITE SUPERVISOR, AND/OR DESIGNATED RESPONSIBLE PARTY, AND THE GENERAL CONTRACTOR WILL FOLLOW THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE. TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE REVISED, IF NEEDED, TO COMPLY WITH CITY INSPECTORS' DIRECTIVES, AND REVISED CONSTRUCTION SCHEDULE RELATIVE TO THE WATER QUALITY PLAN REQUIREMENTS AND THE EROSION PLAN.
3. THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE.
4. BEGIN SITE CLEARING/CONSTRUCTION (OR DEMOLITION) ACTIVITIES.
5. COMPLETE CONSTRUCTION AND START RE-VEGETATION OF THE SITE AND INSTALLATION OF LANDSCAPING.
6. AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR, REMOVE THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND COMPLETE ANY NECESSARY FINAL RE-VEGETATION RESULTING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND REHABILITATION OF THE WATER QUALITY PONDS OR CONTROLS.

D. STREET AND DRAINAGE NOTES:

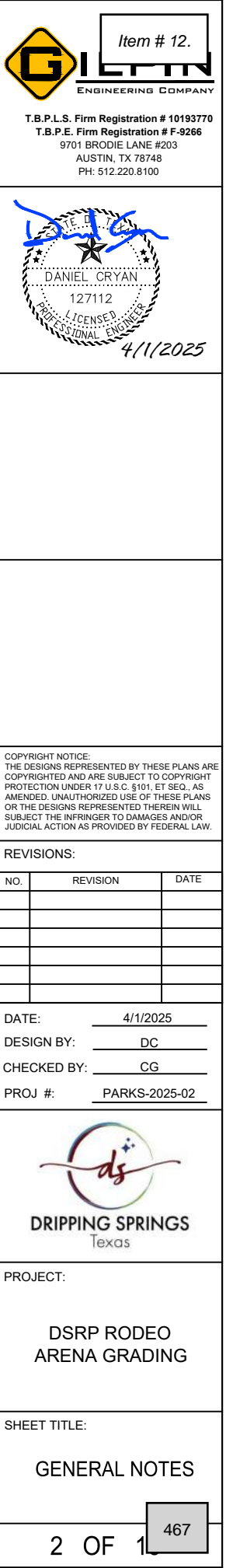
1. ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE CITY'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING.
2. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC., SHALL BE A MINIMUM OF 30" BELOW SUBGRADE UNLESS OTHERWISE SPECIFIED ON THE PLAN
3. ALL R.C.P. SHALL BE MINIMUM CLASS IV UNLESS OTHERWISE NOTED ON THE PLANS.

E. TRAFFIC CONTROL SEQUENCE OF CONSTRUCTION NARRATIVE:

1. INSTALL ADVANCE WARNING SIGNS, BARRICADES, AND CHANNELIZING DEVICES IN ACCORDANCE WITH THE PLANS AND TEXAS MUTCD STANDARDS.
2. MILL EXISTING PAVEMENT TO THE LIMITS SHOWN ON THE PLANS.
3. PERFORM FULL-DEPTH PAVEMENT REPAIRS TO THE LIMITS SHOWN ON THE PLANS. APPLY PRIME COAT TO ALL EXPOSED BASE AND SUBGRADE PRIOR TO PLACING HMAC.
4. ADJUST TRAFFIC CONTROL DEVICES AS NECESSARY. PLACE HMAC SURFACE COURSE TO THE LIMITS SHOWN ON THE PLANS.
5. PERFORM SURFACE PREPARATION FOR PAVEMENT MARKINGS PER SPECIFICATIONS.
6. INSTALL PAVEMENT MARKINGS AND SIGNS AS SHOWN ON THE PLANS. ALLOW FOR 7 DAYS FOR THE TY II PAVEMENT MARKINGS TO CURE PRIOR TO INSTALLING TY I MARKINGS.
7. RECONFIGURE TRAFFIC TO THE PERMANENT CONDITION & REMOVAL ALL TRAFFIC CONTROL DEVICES.

F. TRAFFIC CONTROL PLAN GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS AND SIDE STREETS AT ALL TIMES UNLESS PRIOR APPROVAL IS OBTAINED FROM THE CITY ENGINEER.
2. ALL LANES SHALL BE OPENED TO TRAFFIC AT THE END OF EACH WORK DAY.
3. TRAFFIC CONTROL PLANS SHOWN WITHIN THESE PLANS ARE A MINIMUM REQUIREMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SIGNS, BARRICADES, FLAGMEN OR OTHER TRAFFIC CONTROL DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC. ALL TRAFFIC CONTROL DEVICES SHALL BE COMPLIANT WITH THE CURRENT TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. THE CONTRACTOR MAY SUBMIT ALTERNATIVE TRAFFIC CONTROL PLANS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
5. CONTRACTOR SHALL RE-VEGETATE ANY DISTURBED AREAS.





SCHEDULE OF QUANTITIES:

TxDOT SPEC	HAYS COUNTY SPEC	CITY OF AUSTIN SPEC	ITEM DESCRIPTION	UNITS	QTY
	1.04		EXCAVATION	CY	7,140
	1.04		EXCAVATION (HAUL OFF)	CY	0
	1.03		EMBANKMENT (ON-SITE FILL)	CY	7,140
0164 7018			HYDRO MULCH SEED (PERM_RURAL_CLAY)	SY	9290
SEE TYPICAL SECTIONS			3/4" CRUSHED LIMESTONE ROAD BASE (4 INCHES)	SY	5600
SEE TYPICAL SECTIONS			COMPACTED LIMESTONE DUST (2 INCHES)	SY	5600
0500 7001			MOBILIZATION	LS	1
0506 7020			CONSTRUCTION EXITS (INSTALL)(TY 1)	SY	112
0506 7024			CONSTRUCTION EXITS (REMOVE)	SY	112
0506 7039			TEMP SEDMT CONT FENCE (INSTALL)	LF	1,750
0506 7041			TEMP SEDMT CONT FENCE (REMOVE)	LF	1,750
0432 6031			RIPRAP (STONE PROTECTION)(12 IN)	CY	4
		639S	ROCK BERM	LF	20
0792 7005			TREE REMOVAL (4" - 12: DIA)	EA	1
0792 7006			TREE REMOVAL (12" - 18" DIA)	EA	1
1004 6002			TREE PROTECTION	EA	11

1

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE HAYS COUNTY SPECIFICATIONS FOR ROADWAY DESIGN, PAVING AND DRAINAGE ARE IN CONFLICT WITH TXDOT SPECIFICATIONS LISTED ABOVE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.


NOTE: CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION PERIMETER FENCING AS NECESSARY TO PROTECT PARK VISITORS FROM ENTERING THE LIMITS OF THE WORKZONE. THERE WILL BE NO SEPARATE PAY ITEM FOR THIS WORK.

HAYS COUNTY ITEM 1.04:  
THIS ITEM IS FULL COMPENSATION FOR AUTHORIZED EXCAVTION; DRYING; UNDERCUTTING SUBGRADE IN ROCK CUTS AND REWORKING OR REPLACING THE UNDERCUT MATERIAL; HAULING; DISPOSAL OF MATERIAL NOT USED ELSEWHERE ON THE PROJECT; SCARIFICATION AND COMPACTION; AND EQUIPMENT, LABOR, MATERIALS, TOOLS, AND INCIDENTALS.

TXDOT ITEM 164 - HYDRO MULCH SEED  
SEED MIX SHALL BE NATIVE TRAIL MIX BY NATIVE AMERICAN SEED (HTTPS://SEEDSOURCE.COM/NATIVE-TRAIL-MIX/). SEED SHALL BE APPLIED AT A RATE PER THE MANUFACTURERS RECOMMENDATIONS.

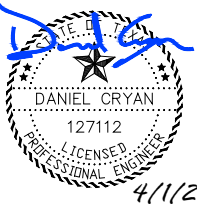
THERE WILL BE NO SEPARATE PAY ITEM FOR WATERING OR TEMPORARY IRRIGATION NECESSARY TO ESTABLISH RE-VEGETATION. ALL IRRIGATION WATER REQUIRED FOR THE ESTABLISHMENT OF 85% COVER FOR THIS PROJECT SHALL BE SUBSIDIARY TO THIS PAY ITEM.

THERE WILL BE NO SEPARATE PAY ITEM FOR FURNISHING AND PLACING TOPSOIL. ON-SITE EXCAVATED SOILS OR ON-SITE SOIL STOCKPILES MAY BE USED FOR TOPSOIL, DRIVEWAY, AND PARKING LOT EMBANKMENT PURPOSES UPON APPROVAL BY THE ENGINEER. FOR THE PURPOSES OF ESTABLISHING VEGETATION IN AREAS SHOWN ON PLANS THE CONTRACTOR HAS THE OPTION OF USING ON-SITE SOILS OR BRINING IN OFF SITE TOPSOIL (WITH THE ENGINEER'S APPROVAL), THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING VEGETATION.



Item # 12.

T.B.P.L.S. Firm Registration # 10193770  
T.B.P.E. Firm Registration # F-9266  
9701 BRODIE LANE #203  
AUSTIN, TX 78748  
PH: 512.220.8100



COPYRIGHT NOTICE:  
THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101. ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:		
NO.	REVISION	DATE
1	SPREAD FILL GRADING	5/23/2025

DATE:

4/1/2025

DESIGN BY:


DC

CHECKED BY:

CG

PROJ #:

PARKS-2025-02



PROJECT:

DSRP RODEO ARENA GRADING

SHEET TITLE:

SCHEDULE OF QUANTITIES

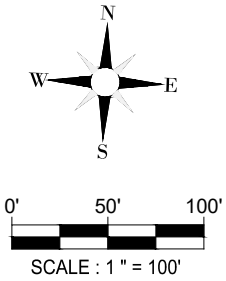
3 OF 1

468





G:\PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DSRP\DSRP Rodeo Arena\CAD Sheets\DS-PARKS-2025-02\_SITEPLAN.dwg



LEGEND

- — — — — APPROXIMATE PARCEL BOUNDARIES
- - - - - EXISTING EASEMENT
- LOC —— LIMITS OF CONSTRUCTION

NOTES:

1. CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
2. CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION PERIMETER FENCING AS NECESSARY TO PROTECT PARK VISITORS FROM ENTERING THE LIMITS OF THE WORK ZONE.
3. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT BOTH OVERHEAD AND UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE CONSTRUCTION AREA. THE EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AREA UTILITY COMPANIES FOR EXACT LOCATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OR COMMENCING ANY WORK SO AS TO PREVENT ANY DAMAGE OR INTERFERENCE WITH PRESENT UTILITIES.
4. THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE PARK PROPERTY WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION FROM DESTRUCTION. CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES, VEGETATION AND OTHER NATURAL SURROUNDINGS. THE CONTRACTOR, AT HIS EXPENSE, SHALL RESTORE ANY AREAS DISTURBED AS A RESULT OF THEIR OPERATIONS TO A CONDITION AS GOOD AS, OR BETTER THAN, THAT PRESENT PRIOR TO CONSTRUCTION.
5. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
6. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
7. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.



Item # 12.

T.B.P.L.S. Firm Registration # 10193770  
T.B.P.E. Firm Registration # F-9266  
9701 BRODIE LANE #203  
AUSTIN, TX 78748  
PH: 512.220.8100



COPYRIGHT NOTICE:  
THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE
1	SPREAD FILL GRADING	5/23/2025

DATE: 4/1/2025  
DESIGN BY: DC  
CHECKED BY: CG  
PROJ #: PARKS-2025-02



PROJECT:

DSRP RODEO  
ARENA GRADING

SHEET TITLE:

EXISTING CONDITIONS  
& DEMO PLAN







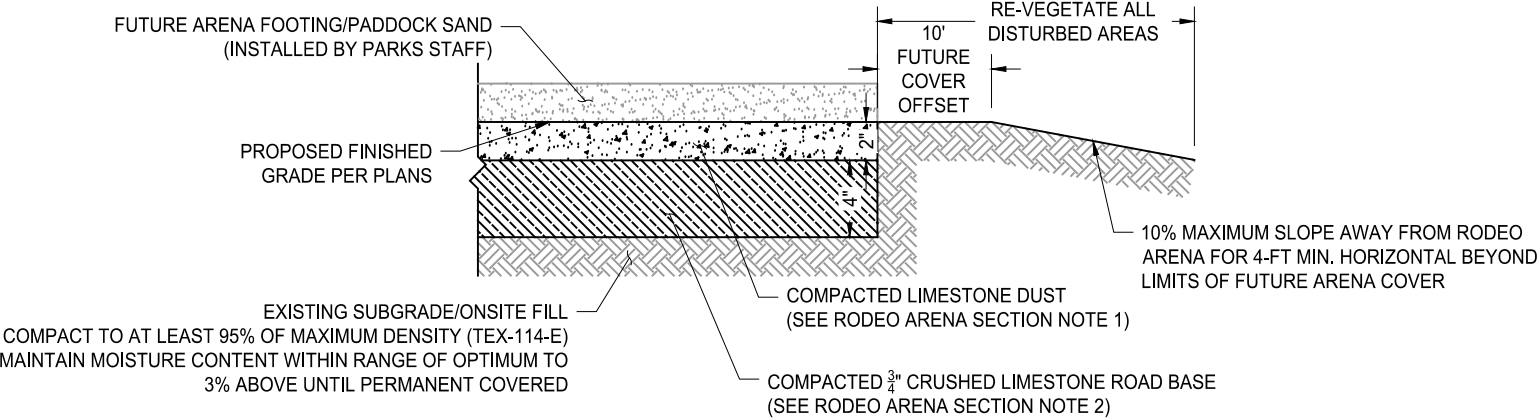




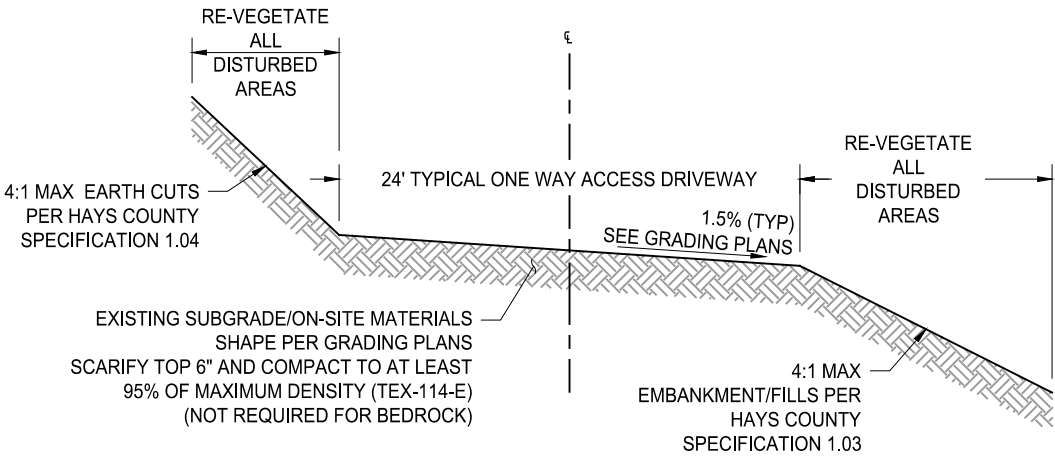




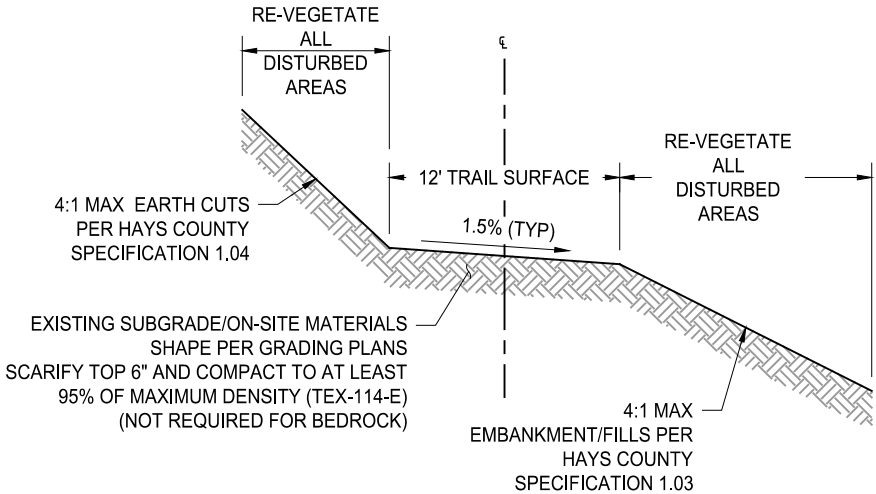
G:\PROJECTS\DS-CITY ENGINEERING\CITY PROJECT\DSR\PD\SRP Rodeo Arena\CAD Sheets\DS-PARKS-2025-02\_TYP.dwg



1 RODEO ARENA SECTION  
N.T.S.



2 ACCESS DRIVEWAY TYPICAL SECTION  
N.T.S.



3 EQUESTRIAN & MOUNTAIN BIKE TRAIL TYPICAL SECTION  
N.T.S.

RODEO ARENA SECTION NOTES:

1. LIMESTONE DUST (ALSO REFERRED TO AS  $\frac{1}{4}$ " MINUS CRUSHED LIMESTONE CRUSHER FINES) SHALL BE OBTAINED FROM WEST HENLY MATERIALS QUARRY.
- HTTP://WWW.WESTHENLYMATERIALS.COM - (830)-392-6869.  
CONTACT HUNTER COOK: (817) 798-2249
2.  $\frac{3}{4}$ " MINUS CRUSHED LIMESTONE ROAD BASE MATERIAL SHALL BE OBTAINED FROM WEST HENLY MATERIALS QUARRY. COMPACT LIMESTONE BASE MATERIAL TO 100% COMPACTION PER TEX-113-E. MOISTURE CONTENT SHALL BE TO +/-2% OF OPTIMUM.
- HTTP://WWW.WESTHENLYMATERIALS.COM - (830)-392-6869.  
CONTACT HUNTER COOK: (817) 798-2249.

EARTHWORK & GRADING NOTES:

1. ALL EARTH CUTS SHALL BE PER HAYS COUNTY SPECIFICATION 1.04.
2. ALL CUT AREAS SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 6" BELOW PROPOSED FINISHED GRADE, AND ALL UNSUITABLE, ORGANIC AND OVERSIZED (6"+) MATERIAL REMOVED.
3. ALL PROPOSED PARKING LOT, DRIVEWAY, AND RODEO ARENA EMBANKMENT OR FILLS SHALL BE PER HAYS COUNTY SPECIFICATION 1.03.
4. ALL ROAD SUBGRADE, EMBANKMENTS, AND TRENCH BACKFILL SHALL BE COMPACTED TO A MINIMUM DENSITY OF NINETY-FIVE PERCENT (95%) OF THE MAXIMUM DRY DENSITY USING TxDOT TEST METHOD TEX-114-E.
5. ALL EMBANKMENT LIFTS, INCLUDING ONES THAT HAVE PASSED DENSITY TESTS ARE SUBJECT TO PROOF ROLL.
6. SUBGRADE MATERIALS ON WHICH VEGETATION WILL BE ESTABLISHED SHALL BE COMPACTED TO A MAXIMUM OF EIGHTY FIVE PERCENT (85%).



Item # 12.

T.B.P.L.S. Firm Registration # 10193770  
T.B.P.E. Firm Registration # F-9266  
9701 BRODIE LANE #203  
AUSTIN, TX 78748  
PH: 512.220.8100



4/1/2025

COPYRIGHT NOTICE:  
THE DESIGNS REPRESENTED BY THESE PLANS ARE  
COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT  
PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS  
AMENDED. UNAUTHORIZED USE OF THESE PLANS  
OR THE DESIGNS REPRESENTED THEREIN WILL  
SUBJECT THE INFRINGER TO DAMAGES AND/OR  
JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE
1	ADDENDUM #01	4/14/2025

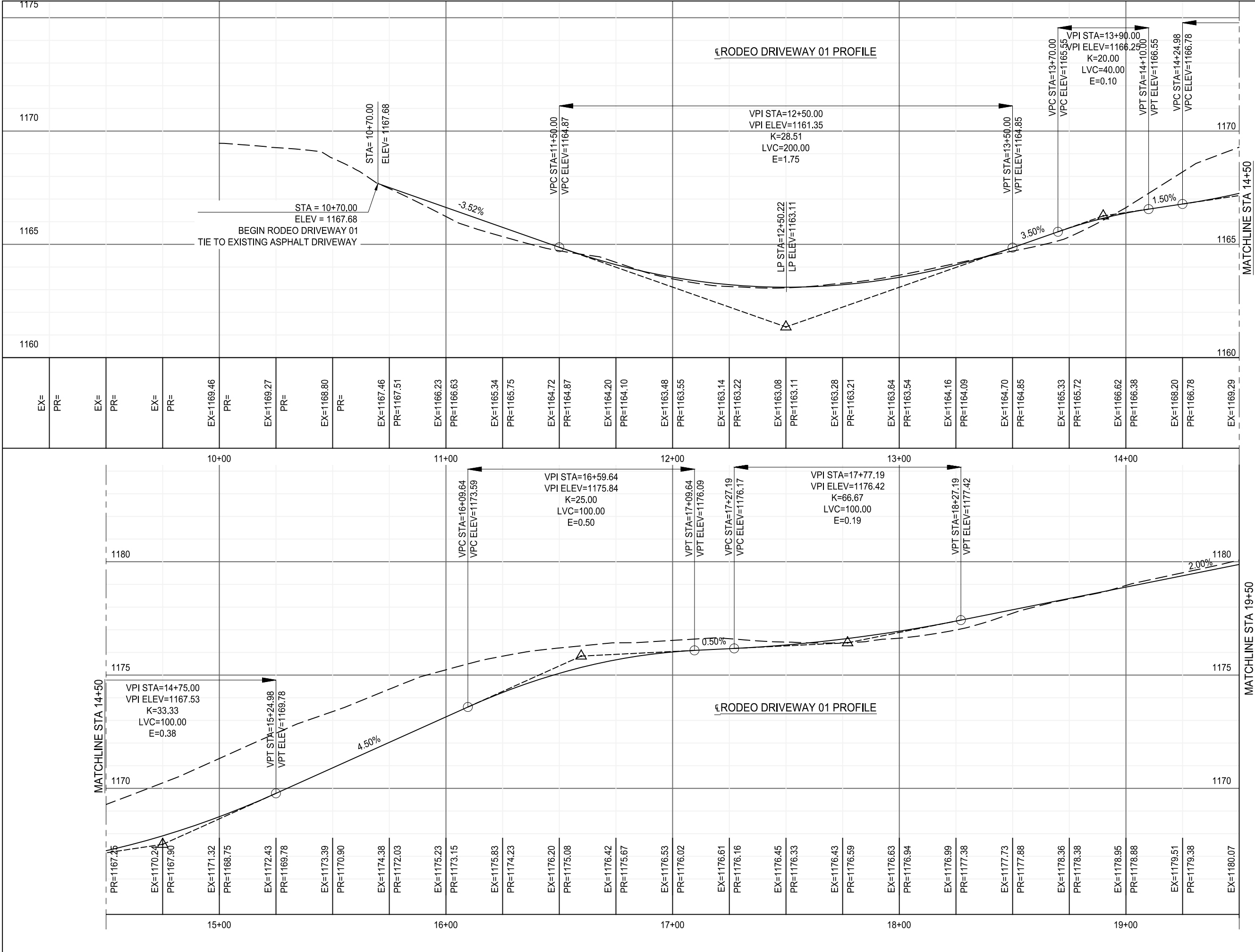
DATE: 4/1/2025  
DESIGN BY: DC  
CHECKED BY: CG  
PROJ #: PARKS-2025-02



PROJECT:  
  
DSRP RODEO  
ARENA GRADING

SHEET TITLE:  
  
TYPICAL SECTIONS

G:\PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DSR\DSRP Rodeo Arena\CAD\Sheet\DS-PARKS-2025-02\_SITEPLAN.dwg





Item # 12.

ENGINEERING COMPANY

T.B.P.L.S. Firm Registration # 10193770  
T.B.P.E. Firm Registration # F-9266  
9701 BRODIE LANE #203  
AUSTIN, TX 78748  
PH: 512.220.8100



DANIEL CRYAN  
127112  
LICENSED PROFESSIONAL ENGINEER  
4/1/2025

COPYRIGHT NOTICE:  
THE DESIGNS REPRESENTED BY THESE PLANS ARE  
COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT  
PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS  
AMENDED. UNAUTHORIZED USE OF THESE PLANS  
OR THE DESIGNS REPRESENTED THEREIN WILL  
SUBJECT THE INFRINGER TO DAMAGES AND/OR  
JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:		
NO.	REVISION	DATE

DATE: 4/1/2025  
DESIGN BY: DC  
CHECKED BY: CG  
PROJ #: PARKS-2025-02



PROJECT:  
  
DSRP RODEO  
ARENA GRADING

SHEET TITLE:  
  
PROFILES  
(1 OF 4)



**COPYRIGHT NOTICE:**  
THE DESIGNS REPRESENTED BY THESE PLANS ARE  
COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT  
PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS  
AMENDED. UNAUTHORIZED USE OF THESE PLANS  
OR THE DESIGNS REPRESENTED THEREIN WILL  
SUBJECT THE INFRINGER TO DAMAGES AND/OR  
JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:		
NO.	REVISION	DATE

DATE: 4/1/2025  
DESIGN BY: DC  
CHECKED BY: CG  
PROJ #: PARKS-2025-02

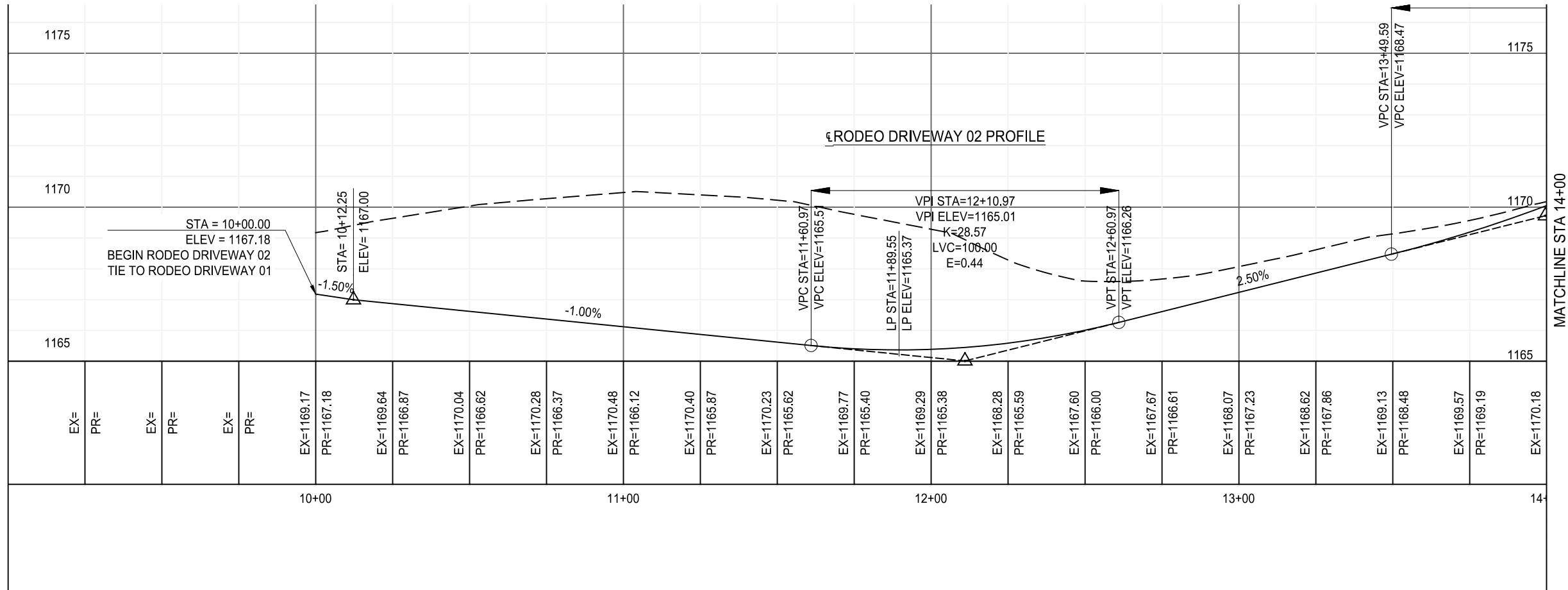
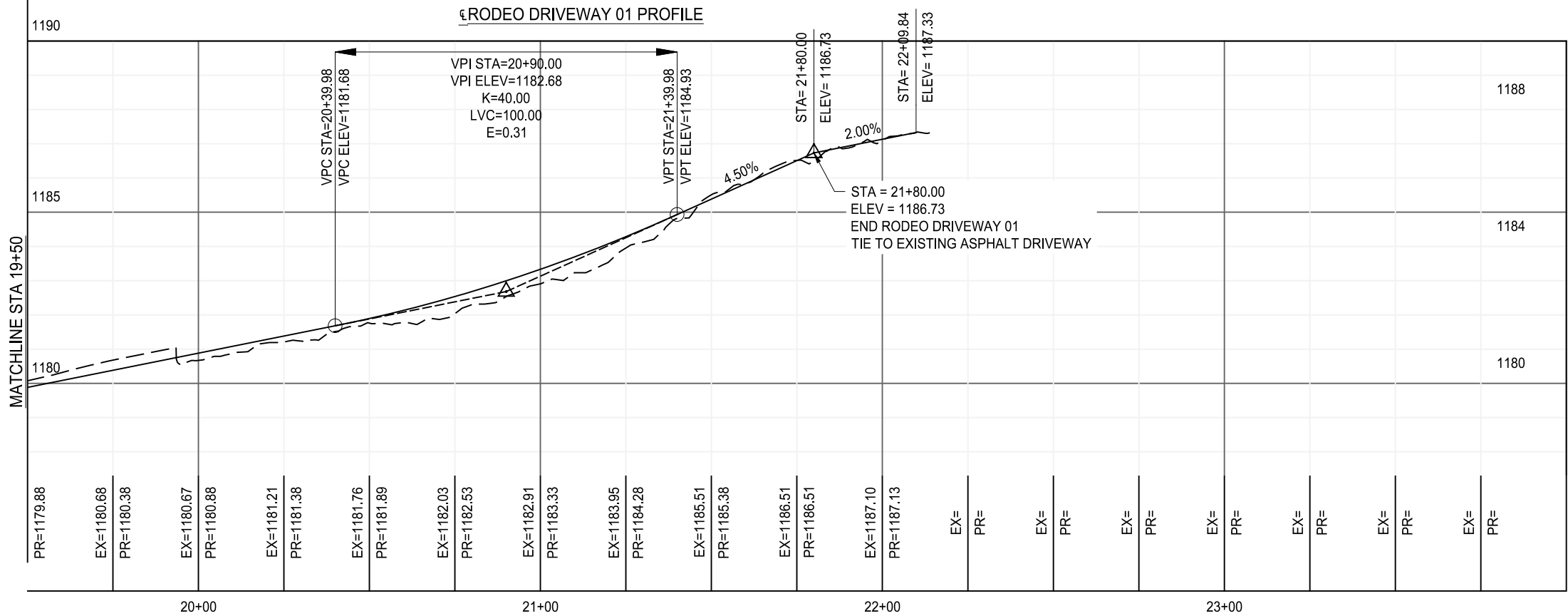


PROJECT:

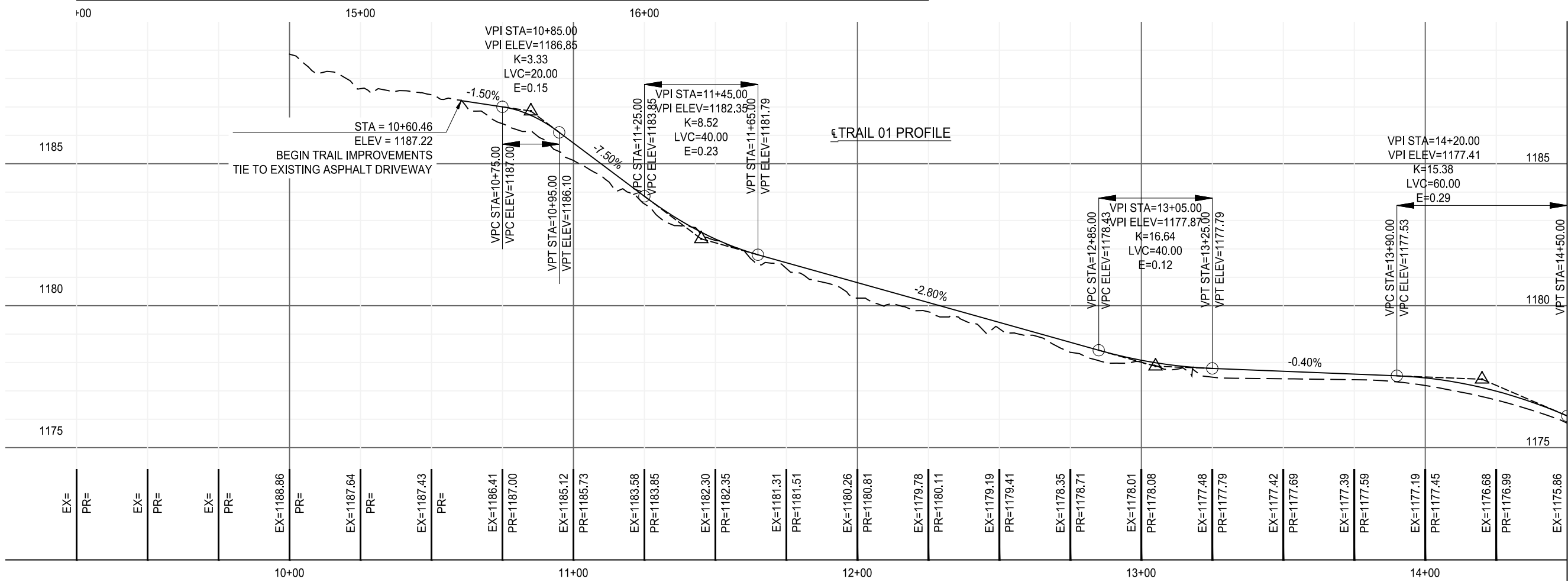
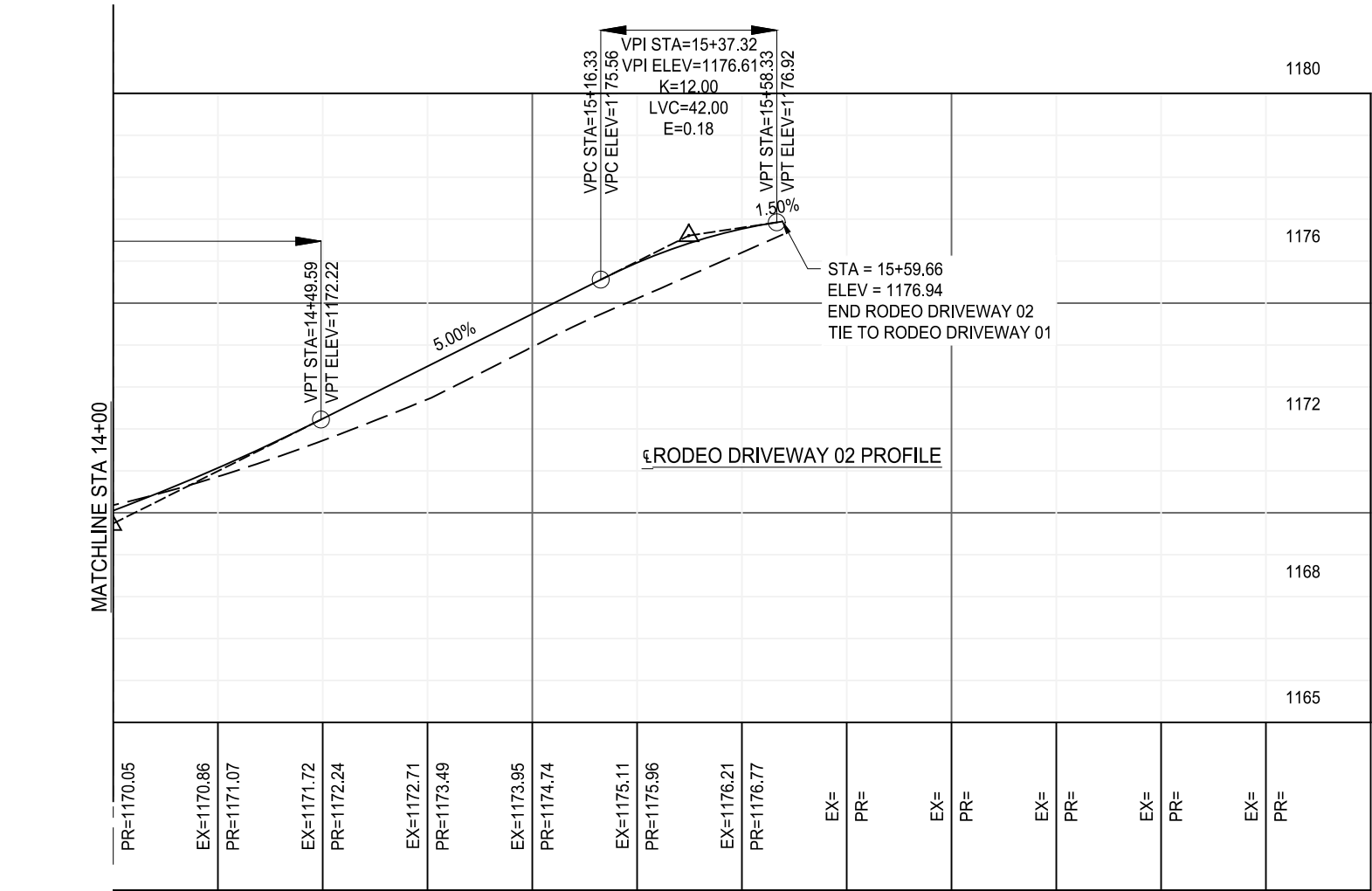
DSRP RODEO  
ARENA GRADING

SHEET TITLE:

PROFILES  
(2 OF 4)



G:\PROJECTS\DS-CITY ENGINEERING\CITY PROJECT\DSR\PD\SRP Rodeo Arena\CAD Sheets\DS-PARKS-2025-02\_SITEPLAN.dwg



Item # 12.  
T.B.P.L.S. Firm Registration # 10193770  
T.B.P.E. Firm Registration # F-9266  
9701 BRODIE LANE #203  
AUSTIN, TX 78748  
PH: 512.220.8100



4/1/2025

COPYRIGHT NOTICE:  
THE DESIGNS REPRESENTED BY THESE PLANS ARE  
COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT  
PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS  
AMENDED. UNAUTHORIZED USE OF THESE PLANS  
OR THE DESIGNS REPRESENTED THEREIN WILL  
SUBJECT THE INFRINGER TO DAMAGES AND/OR  
JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE

DATE: 4/1/2025  
DESIGN BY: DC  
CHECKED BY: CG  
PROJ #: PARKS-2025-02

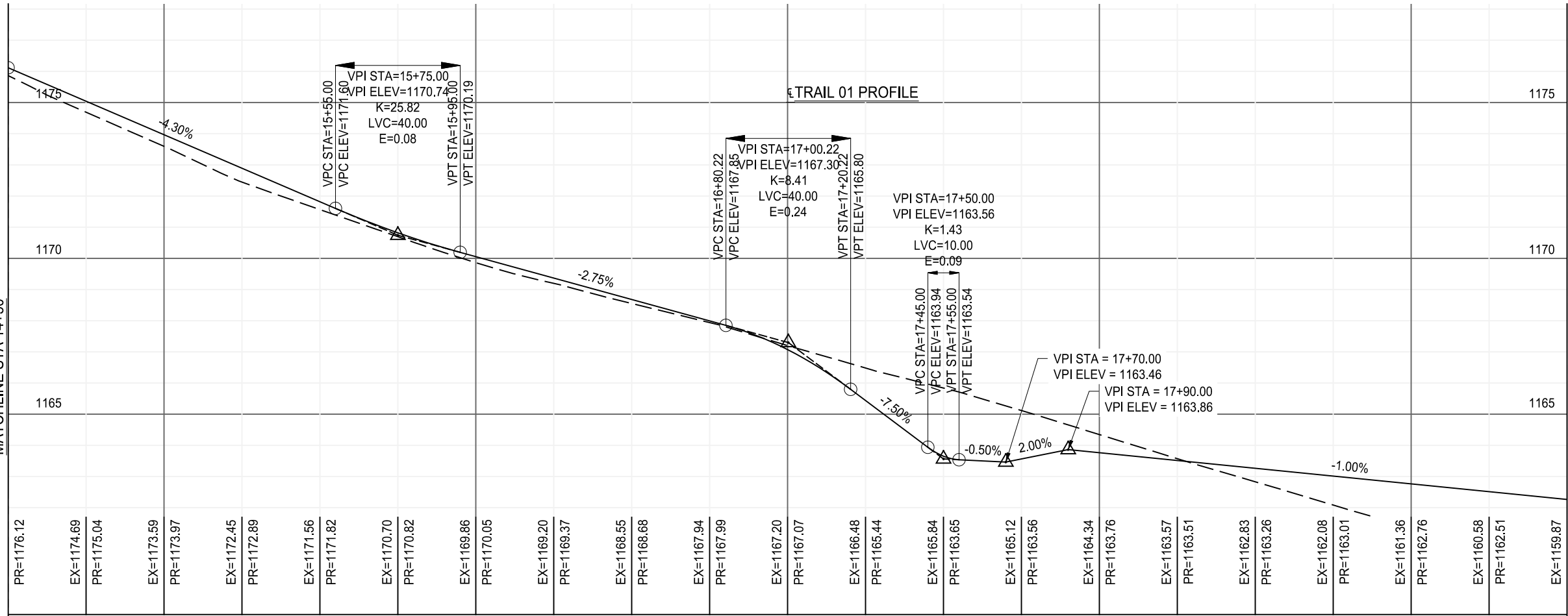


PROJECT:  
**DSRP RODEO  
ARENA GRADING**

SHEET TITLE:  
**PROFILES  
(3 OF 4)**

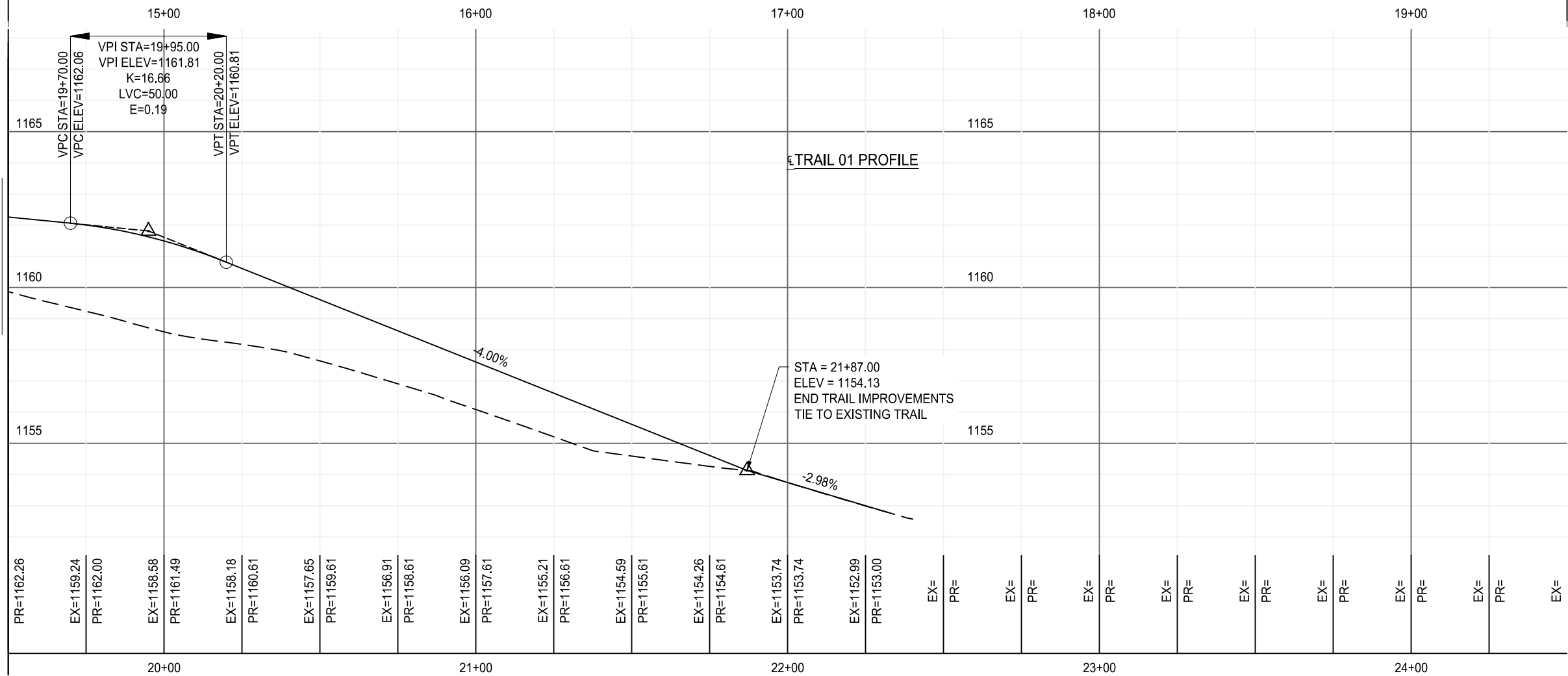
G:\PROJECTS\DS-CITY ENGINEERING\CITY PROJECT\SDSRP\DSRP Rodeo Arena\CAD Sheets\DS-PARKS-2025-02\_SITELAN.dwg

MATCHLINE STA 14+50



MATCHLINE STA 19+50

MATCHLINE STA 19+50



STA = 21+87.00  
ELEV = 1154.13  
END TRAIL IMPROVEMENTS  
TIE TO EXISTING TRAIL



Item # 12.

ENGINEERING COMPANY

T.B.P.L.S. Firm Registration # 10193770  
T.B.P.E. Firm Registration # F-9266  
9701 BRODIE LANE #203  
AUSTIN, TX 78748  
PH: 512.220.8100



4/1/2025

COPYRIGHT NOTICE:  
THE DESIGNS REPRESENTED BY THESE PLANS ARE  
COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT  
PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS  
AMENDED. UNAUTHORIZED USE OF THESE PLANS  
OR THE DESIGNS REPRESENTED THEREIN WILL  
SUBJECT THE INFRINGER TO DAMAGES AND/OR  
JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:		
NO.	REVISION	DATE

DATE: 4/1/2025  
DESIGN BY: DC  
CHECKED BY: CG  
PROJ #: PARKS-2025-02



PROJECT:  
  
DSRP RODEO  
ARENA GRADING

SHEET TITLE:  
  
PROFILES  
(4 OF 4)



GA: PROJECTS\DS-CITY ENGINEERING\CITY PROJECT\DSR\DSRP Rodeo Arena\CAD Sheets\DS-PARKS-2025-02\_STEELPLAN.dwg

Alignment: Rodeo Driveway 01

Tangent Data				
Description	PT Station	Northing	Easting	
Start:	10+00.000	13991566.141	2257202.097	
End:	10+15.875	13991569.690	2257217.571	
Tangent Data				
Parameter	Value	Parameter	Value	
Length:	15.875	Course:	N 77° 05' 03.6988" E	
Curve Point Data				
Description	Station	Northing	Easting	
PC:	10+15.875	13991569.690	2257217.571	
RP:		13991618.425	2257206.395	
PCC:	11+04.315	13991638.969	2257251.979	
Circular Curve Data				
Parameter	Value	Parameter	Value	
Delta:	101° 20' 39.4641"	Type:	LEFT	
Radius:	50.000			
Length:	88.440	Tangent:	61.028	
Mid-Ord:	18.312	External:	28.895	
Chord:	77.353	Course:	N 26° 24' 43.9667" E	
Curve Point Data				
Description	Station	Northing	Easting	
PCC:	11+04.315	13991638.969	2257251.979	
RP:		13991669.784	2257320.356	
PT:	11+60.613	13991693.891	2257249.336	
Circular Curve Data				
Parameter	Value	Parameter	Value	
Delta:	43° 00' 32.3281"	Type:	RIGHT	
Radius:	75.000			
Length:	56.299	Tangent:	29.550	
Mid-Ord:	5.221	External:	5.611	
Chord:	54.986	Course:	N 02° 45' 19.6013" W	
Tangent Data				
Description	PT Station	Northing	Easting	
Start:	11+60.613	13991693.891	2257249.336	
End:	11+83.120	13991715.203	2257256.570	
Tangent Data				
Parameter	Value	Parameter	Value	
Length:	22.506	Course:	N 18° 44' 56.5628" E	
Curve Point Data				
Description	Station	Northing	Easting	
PC:	11+83.120	13991715.203	2257256.570	
RP:		13991693.989	2257319.068	
PT:	13+02.321	13991749.820	2257354.266	
Circular Curve Data				
Parameter	Value	Parameter	Value	
Delta:	103° 28' 49.1834"	Type:	RIGHT	
Radius:	66.000			
Length:	119.201	Tangent:	83.691	
Mid-Ord:	25.131	External:	40.584	
Chord:	103.648	Course:	N 70° 29' 21.1545" E	

Tangent Data				
Description	PT Station	Northing	Easting	
Start:	13+02.321	13991749.820	2257354.266	
End:	13+54.316	13991722.090	2257398.250	

Tangent Data				
Parameter	Value	Parameter	Value	
Length:	51.995	Course:	S 57° 46' 14.2538" E	

Curve Point Data				
Description	Station	Northing	Easting	
PC:	13+54.316	13991722.090	2257398.250	
RP:		13991679.794	2257371.585	
PT:	14+07.578	13991676.948	2257421.504	
Circular Curve Data				
Parameter	Value	Parameter	Value	
Delta:	61° 02' 02.5690"	Type:	RIGHT	
Radius:	50.000			
Length:	53.262	Tangent:	29.472	
Mid-Ord:	6.926	External:	8.040	
Chord:	50.779	Course:	S 27° 15' 12.9692" E	

Tangent Data				
Description	PT Station	Northing	Easting	
Start:	14+07.576	13991676.948	2257421.504	
End:	15+51.968	13991532.793	2257413.284	

Tangent Data				
Parameter	Value	Parameter	Value	
Length:	144.390	Course:	S 03° 15' 48.3153" W	

Curve Point Data				
Description	Station	Northing		Easting
PC:	15+51.968	13991532.793		2257413.284
RP:		13991527.100		2257513.122
PT:	16+51.982	13991446.157		2257454.401
Circular Curve Data				
Parameter	Value	Parameter	Value	
Delta:	57° 18' 14.4092"	Type:	LEFT	
Radius:	100.000			
Length:	100.014	Tangent:	54.640	
Mid-Ord:	12.245	External:	13.954	
Chord:	95.898	Course:	S 25° 23' 18.8893" E	

Tangent Data				
Description	PT Station	Northing	Easting	
Start:	16+51.982	13991446.157	2257454.401	
End:	17+26.010	13991402.687	2257514.321	

Tangent Data				
Parameter	Value	Parameter	Value	
Length:	74.028	Course:	S 54° 02' 26.0939" E	

Curve Point Data				
Description	Station	Northing		Easting
PC:	17+26.010	13991402.687	2257514.321	
RP:		13991321.743	2257455.600	
PT:	18+44.564	13991297.745	2257552.678	
Circular Curve Data				
Parameter	Value	Parameter	Value	
Delta:	67° 55' 34.8539"	Type:	RIGHT	
Radius:	100.000			
Length:	118.554	Tangent:	67.357	
Mid-Ord:	17.060	External:	20.570	
Chord:	111.732	Course:	S 20° 04' 38.6670" E	

Tangent Data				
Description	PT Station	Northing	Easting	
Start:	18+44.564	13991297.745	2257552.678	
End:	19+46.848	13991198.449	2257528.131	

Tangent Data				
Parameter	Value	Parameter	Value	
Length:	102.285	Course:	S 13° 53' 08.7599" W	

Curve Point Data				
Description	Station	Northing		Easting
PC:	19+46.848	13991198.449	2257528.131	
RP:		13991174.450	2257625.208	
PT:	19+79.146	13991166.397	2257525.533	
Circular Curve Data				
Parameter	Value	Parameter	Value	
Delta:	18° 30' 17.9162"	Type:	LEFT	
Radius:	100.000			
Length:	32.297	Tangent:	16.290	
Mid-Ord:	1.301	External:	1.318	
Chord:	32.157	Course:	S 04° 37' 59.8018" W	

Tangent Data				
Description	PT Station	Northing	Easting	
Start:	19+79.146	13991166.397	2257525.533	
End:	21+01.484	13991044.457	2257535.385	

Tangent Data				
Parameter	Value	Parameter	Value	
Length:	122.338	Course:	S 04° 37' 09.1563" E	

Curve Point Data				
Description	Station	Northing	Easting	
PC:	21+01.484	13991044.457	2257535.385	
RP:		13991036.403	2257435.710	
PT:	21+56.940	13990990.763	2257524.687	
Circular Curve Data				
Parameter	Value	Parameter	Value	
Delta:	31° 46' 27.6663"	Type:	RIGHT	
Radius:	100.000			
Length:	55.457	Tangent:	28.462	
Mid-Ord:	3.620	External:	3.971	
Chord:	54.749	Course:	S 11° 16' 04.6769" W	

Tangent Data				
Description	PT Station	Northing	Easting	
Start:	21+56.940	13990990.763	2257524.687	
End:	22+13.674	13990940.265	2257496.794	

Tangent Data				
Parameter	Value	Parameter	Value	
Length:	56.734	Course:	S 27° 09' 18.5100" W	

Alignment: Rodeo Driveway 02

Tangent Data				
Description	PT Station	Northing	Easting	
Start:	10+00.000	13991637.626	2257419.261	
End:	12+16.726	13991582.983	2257628.986	

Tangent Data				
Parameter	Value	Parameter	Value	
Length:	216.726	Course:	S 75° 23' 47.6361" E	

Curve Point Data				
Description	Station	Northing	Easting	
PC:	12+16.726	13991582.983	2257628.986	
RP:		13991522.986	2257613.354	
PT:	12+91.703	13991529.584	2257675.002	

Circular Curve Data				
Parameter	Value	Parameter	Value	
Delta:	69° 17' 15.8201"	Type:	RIGHT	
Radius:	62.000			
Length:	74.977	Tangent:	42.841	
Mid-Ord:	10.993	External:	13.361	
Chord:	70.491	Course:	S 40° 45' 09.7261" E	

Tangent Data				
Description	PT Station	Northing	Easting	
Start:	12+91.703	13991529.584	2257675.002	
End:	13+61.690	13991459.994	2257682.450	

Tangent Data				
Parameter	Value	Parameter	Value	
Length:	69.987	Course:	S 06° 06' 31.8160" E	

Curve Point Data				
Description	Station	Northing	Easting	
PC:	13+61.690	13991459.994	2257682.450	
RP:		13991449.352	2257583.018	
PT:	15+09.597	13991351.313	2257602.723	

Circular Curve Data				
Parameter	Value	Parameter	Value	
Delta:	84° 44' 40.6445"	Type:	RIGHT	
Radius:	100.000			
Length:	147.907	Tangent:	91.224	
Mid-Ord:	26.122	External:	35.358	
Chord:	134.789	Course:	S 36° 15' 48.5062" W	

Tangent Data			
Description	PT Station	Northing	Easting
Start:	15+09.597	13991351.313	2257602.723
End:	15+59.662	13991341.448	2257553.639

G:\PROJECTS\DS-CITY ENGINEERING\CITY PROJECT\DSR\DSRP Rodeo Arena\CAD Sheets\DS-PARKS-2025-02\_SITEPLAN.dwg

Alignment: TRAIL 01

Tangent Data			
Description	PT Station	Northing	Easting
Start:	10+00.000	13990911.160	2257474.593
End:	11+05.898	13990956.092	2257570.486
Tangent Data			
Parameter	Value	Parameter	Value
Length:	105.898	Course:	N 64° 53' 37.8149" E
Curve Point Data			
Description	Station	Northing	Easting
PC:	11+05.898	13990956.092	2257570.486
RP:		13991024.006	2257538.663
PT:	11+90.248	13991023.410	2257613.661
Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	64° 26' 19.7065"	Type:	LEFT
Radius:	75.000		
Length:	84.350	Tangent:	47.266
Mid-Ord:	11.549	External:	13.651
Chord:	79.974	Course:	N 32° 40' 27.9617" E
Tangent Data			
Description	PT Station	Northing	Easting
Start:	11+90.248	13991023.410	2257613.661
End:	12+76.275	13991109.435	2257614.344
Tangent Data			
Parameter	Value	Parameter	Value
Length:	86.027	Course:	N 00° 27' 18.1084" E
Curve Point Data			
Description	Station	Northing	Easting
PC:	12+76.275	13991109.435	2257614.344
RP:		13991111.023	2257414.351
PT:	13+33.100	13991165.560	2257606.771

Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	16° 16' 45.0742"	Type:	LEFT
Radius:	200.000		
Length:	56.825	Tangent:	28.605
Mid-Ord:	2.015	External:	2.035
Chord:	56.634	Course:	N 07° 41' 04.4287" W
Tangent Data			
Description	PT Station	Northing	Easting
Start:	13+33.100	13991165.560	2257606.771
End:	13+82.490	13991213.078	2257593.303
Tangent Data			
Parameter	Value	Parameter	Value
Length:	49.389	Course:	N 15° 49' 26.9658" W
Curve Point Data			
Description	Station	Northing	Easting
PC:	13+82.490	13991213.078	2257593.303
RP:		13991235.166	2257671.234
PT:	14+61.976	13991287.664	2257609.550
Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	56° 13' 30.4298"	Type:	RIGHT
Radius:	81.000		
Length:	79.486	Tangent:	43.273
Mid-Ord:	9.556	External:	10.834
Chord:	76.335	Course:	N 12° 17' 18.2491" E
Tangent Data			
Description	PT Station	Northing	Easting
Start:	14+61.976	13991287.664	2257609.550
End:	15+67.910	13991368.336	2257678.209
Tangent Data			
Parameter	Value	Parameter	Value
Length:	105.933	Course:	N 40° 24' 03.4640" E
Curve Point Data			
Description	Station	Northing	Easting
PC:	15+67.910	13991368.336	2257678.209
RP:		13991449.352	2257583.018
PT:	16+32.732	13991426.168	2257705.849

Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	29° 42' 44.7188"	Type:	LEFT
Radius:	125.000		
Length:	64.822	Tangent:	33.158
Mid-Ord:	4.178	External:	4.323
Chord:	64.099	Course:	N 25° 32' 41.1046" E
Tangent Data			
Description	PT Station	Northing	Easting
Start:	16+32.732	13991426.168	2257705.849
End:	17+15.232	13991507.237	2257721.151
Tangent Data			
Parameter	Value	Parameter	Value
Length:	82.500	Course:	N 10° 41' 18.7451" E
Curve Point Data			
Description	Station	Northing	Easting
PC:	17+15.232	13991507.237	2257721.151
RP:		13991451.596	2258015.945
PT:	17+35.729	13991527.233	2257725.637
Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	03° 54' 52.6725"	Type:	RIGHT
Radius:	300.000		
Length:	20.497	Tangent:	10.252
Mid-Ord:	0.175	External:	0.175
Chord:	20.493	Course:	N 12° 38' 45.0814" E
Tangent Data			
Description	PT Station	Northing	Easting
Start:	17+35.729	13991527.233	2257725.637
End:	19+89.770	13991773.067	2257789.686
Tangent Data			
Parameter	Value	Parameter	Value
Length:	254.041	Course:	N 14° 36' 11.4177" E
Curve Point Data			
Description	Station	Northing	Easting
PC:	19+89.770	13991773.067	2257789.686
RP:		13991787.186	2257735.495
PCC:	20+17.102	13991800.127	2257789.980

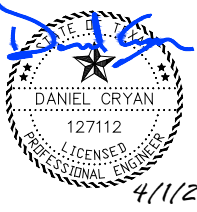
Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	27° 57' 52.3446"	Type:	LEFT
Radius:	56.000		
Length:	27.332	Tangent:	13.944
Mid-Ord:	1.659	External:	1.710
Chord:	27.062	Course:	N 00° 37' 15.2454" E
Curve Point Data			
Description	Station	Northing	Easting
PCC:	20+17.102	13991800.127	2257789.980
RP:		13991822.312	2257883.381
PT:	20+63.805	13991846.368	2257790.444
Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	27° 52' 25.6984"	Type:	RIGHT
Radius:	96.000		
Length:	46.703	Tangent:	23.823
Mid-Ord:	2.826	External:	2.912
Chord:	46.244	Course:	N 00° 34' 31.9223" E
Tangent Data			
Description	PT Station	Northing	Easting
Start:	20+63.805	13991846.368	2257790.444
End:	21+03.474	13991884.772	2257800.385
Tangent Data			
Parameter	Value	Parameter	Value
Length:	39.669	Course:	N 14° 30' 44.7715" E
Curve Point Data			
Description	Station	Northing	Easting
PC:	21+03.474	13991884.772	2257800.385
RP:		13991859.713	2257897.194
PT:	21+20.594	13991900.898	2257806.069
Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	09° 48' 33.0800"	Type:	RIGHT
Radius:	100.000		
Length:	17.120	Tangent:	8.581
Mid-Ord:	0.366	External:	0.368
Chord:	17.099	Course:	N 19° 25' 01.3114" E

Tangent Data			
Description	PT Station	Northing	Easting
Start:	21+20.594	13991900.898	2257806.069
End:	21+62.015	13991938.643	2257823.129
Tangent Data			
Parameter	Value	Parameter	Value
Length:	41.421	Course:	N 24° 19' 17.8514" E
Curve Point Data			
Description	Station	Northing	Easting
PC:	21+62.015	13991938.643	2257823.129
RP:		13992021.015	2257640.879
PT:	22+70.664	13992044.709	2257839.471
Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	31° 07' 32.1107"	Type:	LEFT
Radius:	200.000		
Length:	108.649	Tangent:	55.701
Mid-Ord:	7.333	External:	7.612
Chord:	107.318	Course:	N 08° 45' 31.7960" E
Tangent Data			
Description	PT Station	Northing	Easting
Start:	22+70.664	13992044.709	2257839.471
End:	23+42.943	13992116.480	2257830.908
Tangent Data			
Parameter	Value	Parameter	Value
Length:	72.280	Course:	N 06° 48' 14.2593" W
Curve Point Data			
Description	Station	Northing	Easting
PC:	23+42.943	13992116.480	2257830.908
RP:		13992110.556	2257781.260
PT:	23+63.269	13992135.628	2257824.520
Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	23° 17' 28.3093"	Type:	LEFT
Radius:	50.000		
Length:	20.325	Tangent:	10.305
Mid-Ord:	1.029	External:	1.051
Chord:	20.186	Course:	N 18° 26' 58.4140" W
Tangent Data			
Description	PT Station	Northing	Easting
Start:	23+63.269	13992135.628	2257824.520
End:	23+75.207	13992145.957	2257818.533
Tangent Data			
Parameter	Value	Parameter	Value
Length:	11.938	Course:	N 30° 05' 42.5687" W
Curve Point Data			
Description	Station	Northing	Easting
PC:	23+75.207	13992145.957	2257818.533
RP:		13992171.029	2257861.793
PT:	23+92.542	13992162.149	2257812.588
Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	19° 51' 53.0069"	Type:	RIGHT
Radius:	50.000		
Length:	17.335	Tangent:	8.756
Mid-Ord:	0.749	External:	0.761
Chord:	17.249	Course:	N 20° 09' 46.0652" W
Tangent Data			
Description	PT Station	Northing	Easting
Start:	23+92.542	13992162.149	2257812.588
End:	24+45.309	13992214.076	2257803.216
Tangent Data			
Parameter	Value	Parameter	Value
Length:	52.766	Course:	N 10° 13' 49.5617" W



Item # 12.

T.B.P.L.S. Firm Registration # 10193770  
T.B.P.E. Firm Registration # F-9266  
9701 BRODIE LANE #203  
AUSTIN, TX 78748  
PH: 512.220.8100



COPYRIGHT NOTICE:  
THE DESIGNS REPRESENTED BY THESE PLANS ARE  
COPYRIGHTED UNDER 17 U.S.C. §101, ET SEQ., AS  
AMENDED. UNAUTHORIZED USE OF THESE PLANS  
OR THE DESIGNS REPRESENTED THEREIN WILL  
SUBJECT THE INFRINGER TO DAMAGES AND/OR  
JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:		
NO.	REVISION	DATE

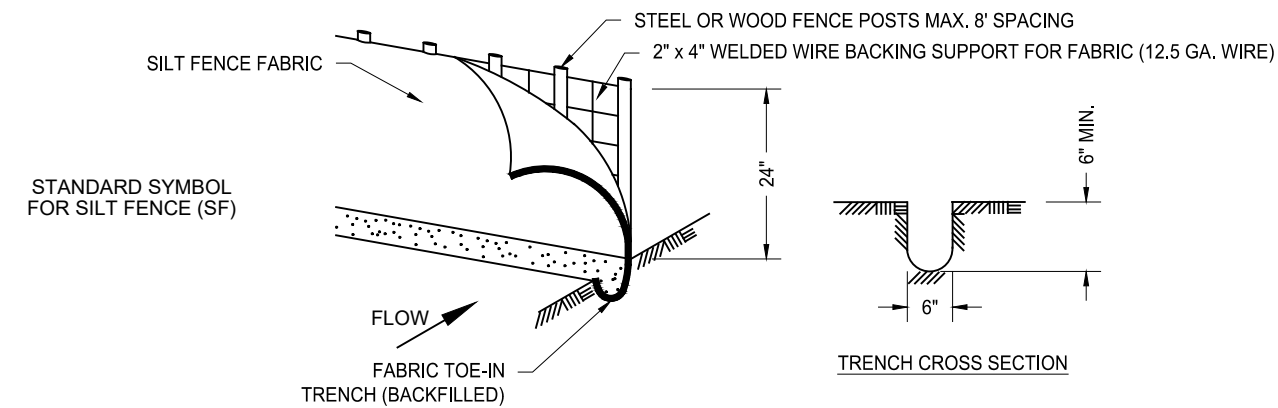
DATE: 4/1/2025  
DESIGN BY: DC  
CHECKED BY: CG  
PROJ #: PARKS-2025-02



PROJECT:  
  
DSRP RODEO  
ARENA GRADING

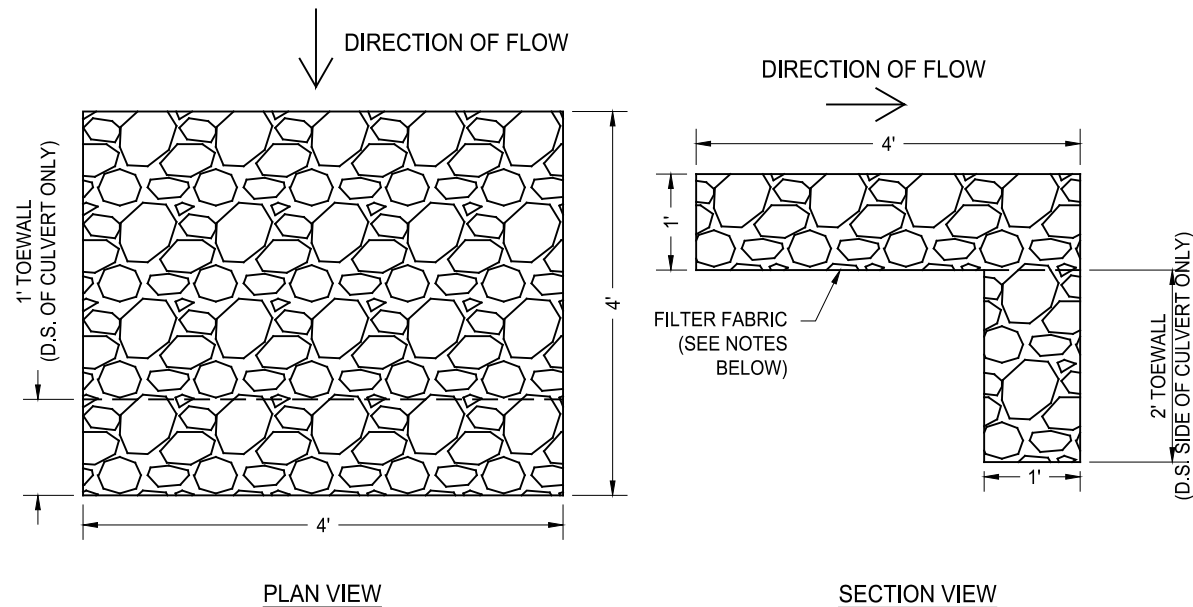
SHEET TITLE:  
  
TRAIL  
HORIZONTAL  
ALIGNMENT DATA

G:\PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DSR\DSRP Rodeo Arena\CAD\Sheet\DS-PARKS-2025-02\_STANDARD DETAILS.dwg



- NOTES:
1. STEEL OR WOOD POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 12". IF WOOD POSTS CANNOT ACHIEVE 12" DEPTH, USE STEEL POSTS.
  2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
  3. THE TRENCH MUST BE A MINIMUM OF 6" DEEP AND 6" WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
  4. SILT FENCE FABRIC SHOULD BE SECURELY FASTENED TO EACH STEEL OR WOOD SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL OR WOOD FENCE POST.
  5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
  6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
  7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6". THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

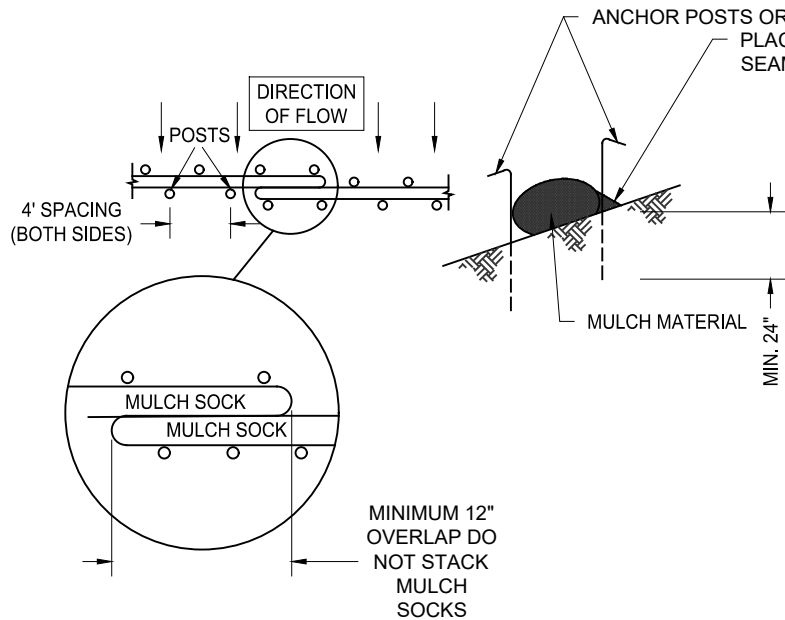
1 SILT FENCE  
N.T.S.



PLAN VIEW

SECTION VIEW

3 STONE RIPRAP APRON DETAIL  
N.T.S.



MULCH SOCK MATERIAL NOTES:

1. USE UNTREATED WOOD CHIPS PRODUCED FROM A 3 (THREE) INCH MINUS SCREENING PROCESS (EQUIVALENT TO TXDOT ITEM 161, COMPOST, SECTION 1.6.2.B, WOOD CHIP REQUIREMENTS).
2. MULCH CONSISTS PRIMARILY OF ORGANIC MATERIAL, SEPARATED AT THE POINT OF GENERATION, AND MAY INCLUDE: SHREDDED BARK, STUMP GRINDINGS, OR COMPOSTED BARK.
3. LARGE PORTIONS OF SILT, CLAYS, OR FINE SANDS ARE NOT ACCEPTABLE IN THE MULCH.

2 MULCH SOCK  
N.T.S.

NOTES:

1. STEEL OR WOOD POSTS WHICH SUPPORT THE MULCH SOCK SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 24". IF WOOD POSTS CANNOT ACHIEVE 24" DEPTH, USE STEEL POSTS. EARTH ANCHORS ARE ALSO ACCEPTABLE.
2. THE TOE OF THE MULCH SOCK SHALL BE PLACED SO THAT THE MULCH SOCK IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. IN ORDER TO PREVENT WATER FROM FLOWING BETWEEN THE JOINTS OF ADJACENT ENDS OF MULCH SOCKS, LAP THE ENDS OF ADJACENT MULCH SOCKS A MINIMUM OF 12".
3. MULCH MATERIAL MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS, AND MATERIAL TOXIC TO PLANT GROWTH; IT IS NOT ACCEPTABLE FOR THE MULCH MATERIAL TO CONTAIN GROUND CONSTRUCTION DEBRIS, BIOSOLIDS, OR MANURE.
4. SOCK MATERIAL WILL BE 100% BIODEGRADABLE, PHOTODEGRADABLE, OR RECYCLABLE SUCH AS BURLAP, TWINE, UV PHOTOBIODEGRADABLE PLASTIC, POLYESTER, OR ANY OTHER ACCEPTABLE MATERIAL.
5. MULCH SOCKS SHOULD BE USED AT THE BASE OF SLOPES NO STEEPER THAN 2:1 AND SHOULD NOT EXCEED THE MAXIMUM SPACING CRITERIA PROVIDED IN CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL TABLE 1.4.5.F.1 FOR A GIVEN SLOPE CATEGORY.
6. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6". THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

COPYRIGHT NOTICE:  
THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE

DATE: 4/1/2025  
DESIGN BY: DC  
CHECKED BY: CG  
PROJ #: PARKS-2025-02



PROJECT:

DSRP RODEO ARENA  
GRADING

SHEET TITLE:

ESC STANDARD  
DETAILS 01  
1 OF 2







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

---

**Submitted By:** Shane Pevehouse, Building Official

---

**Council Meeting Date:** 3 June, 2025

**Agenda Item Wording:** **Discuss and consider approval of the Administrative Assistant (Building Department) Job Description.**

**Agenda Item Sponsor:** Mayor Foulds

---

**Summary/Background:** The City hired a new full-time Environmental Health Inspector in May of 2024 to work in the Building Department. The new Inspector has been overwhelmed with the volume of administrative work required for Mobile Food Units and Temporary Event permits while simultaneously modernizing the department to be compliant with State requirements and processing On-Site Sewage Facility (septic) and health-related permits. In an effort to reduce customer wait times and allow the inspector to focus on plan reviews and inspections, I am asking for an Administrative Assistant that can assist with the Environmental Health Department (EHD) specifically and Building Department admin functions in general. The Administrative Assistant will focus solely on EHD requirements, processes, and operations until customer wait times meet Building Department standards. As the volume of health-related work becomes less demanding, the Administrative Assistant will perform general administrative duties for other functions within the department, to include processing building permits and records requests, conducting residential lighting inspections, scanning historical documents, drafting documents, ordering supplies, etc. This transition from EHD only to EHD and general Building Department assistance should occur within 3 to 6 months. The budgeted salary for the open Permit Technician position will be used to fund this new position. The hiring pay will be \$22-\$25/hour. If approved, the Finance Department will replace the fourth Permit Technician line item with the proposed Administrative Assistant (Building Department) position.

**Commission**  
**Recommendations:**



**Recommended  
Council Actions:**

Recommend Approval

**Attachments:**

Administrative Assistant (Building Department) job description

**Next Steps/Schedule:**

Send to Human Resources Director for finalization and posting



## ADMINISTRATIVE ASSISTANT (BUILDING DEPARTMENT) FULL-TIME NON-EXEMPT

---

### A. GENERAL PURPOSE

Performs general administrative, receptionist, and clerical duties including the following: greeting and assisting visitors; answering the phone; scheduling appointments; receiving and distributing permit applications; processing Contractor Registrations; filing; scanning; and copying. Assists in coordinating permit reviews with other city departments and agencies. Handles customer inquiries and complaints, provides permit-related information to customers. Provides general administrative assistance to other department staff as directed by the Building Official.

### B. SUPERVISION RECEIVED

Works under the general direction of the Building Official.

### C. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Greets the public and directs them to appropriate City staff.
2. Manages telephone communications by answering the phone, transferring calls, screening calls, and taking messages in a professional manner.
3. Provides assistance, information, forms, and permits to the public; receives, reviews, and processes applications for permits and licenses; collects and processes appropriate information and applies applicable policies and procedures in determining completeness of applications, records, and reports; assesses fees; issues and approves building, electrical, mechanical, plumbing, fire, and other related permits.
4. Works as a liaison between permit applicants and plan reviewers to ensure information is transferred accurately and timely; explains procedures and requirements to applicants; coordinates review process with other staff members and departments.
5. Coordinates with Building Permit Technician Supervisor and Building Official to ensure

that permit applicants have complied with any special development regulations; ensures that permit applicants have obtained required approvals from other agencies.

6. Prepares a variety of statistical and narrative reports including permit, inspection, and building and construction activity reports; prepares or updates application forms and informational handouts as needed.
7. Reviews and processes applications for permits; reviews for accuracy, completeness, and compliance with established procedures; receives, balances, and deposits payments, and maintains complex financial and accounting records.
8. Performs general administrative duties; files, schedules appointments, composes, types and proofreads a variety of documents.
9. Operates a variety of modern office equipment to include, but not limited to, printers, copiers, calculators, multi-line phone systems, scanners, or other specialized equipment, and personal computers in a Windows based computing environment using standard or customized software application programs appropriate to assigned activities.
10. Exhibits a professional demeanor and positive communication skills.
11. Performs residential exterior lighting inspections to ensure compliance with the Outdoor Lighting Ordinance prior to issuing Certificates of Occupancy.
12. Travels to various destinations in and out of the City for work related purposes.
13. Assists with ordering office supplies such as paper, printer ink, writing utensils, etc. Orders nameplates and other items. Distributes and maintains inventory of business cards.
14. Delivers and picks up mail and packages, sorts, date stamps, and distributes.
15. Copies, scans, and emails documents.
16. Assist in receipting and replying to records requests of the public.
17. Ability to establish, maintain, and foster positive, professional, and effective working relationships with City personnel, contractors and local businesses within the community, building strong rapport and collaboration with all stakeholders encountered in the course of work.
18. Ability to maintain confidentiality.
19. Performs other duties as assigned.

#### **D. NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES**

High school diploma or equivalent; AND two (2) years of office or clerical experience, preferably within a municipality; OR an equivalent combination of education, training, and experience.

Must obtain International Code Council Permit Technician Certification within one year of hire.

1. Knowledge of applicable Federal, State, and local laws, rules, codes and regulations related to building trades and construction.
2. Knowledge of basic terminology, practices, and procedures used in building trades and construction.
3. Skill in operating the listed tools and equipment.
4. Ability to communicate effectively orally and in writing.
5. Ability to type, file, and sort documents.
6. Ability to establish and maintain effective working relationships with employees, City officials, and the general public.
7. Ability to learn, interpret and apply department policies, procedures, organization, and operating details, as well as development regulations.
8. Ability to organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; work independently with little or no direction, organize own work, set priorities, and meet critical time deadlines.
9. Ability to provide continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality customer service.
10. Ability to handle confidential and sensitive information while maintaining confidentiality.

#### **E. TOOLS AND EQUIPMENT USED**

Personal computer, including word processing and spreadsheet software; email; phone; copy machine; and scanner. Proficiency in Microsoft Office Suite to include Outlook, Word, and Excel and PowerPoint.

#### **F. SPECIAL REQUIREMENTS**

1. A valid state driver's license.
2. While performing the duties of this job, the employee is required to sit for extended periods of time and communicate orally with others. The employee is occasionally required to move about the building and travel to other locations.
3. The employee must be able to carry, lift, hold, push and/or pull up to 50 pounds of office supplies, files, equipment, and furniture.

## **G. WORK HOURS**

Typical work hours are between 8:00 am and 5:00 pm including one hour for lunch, Monday through Friday except holidays. This position is non-exempt and eligible for overtime pursuant to the needs of the City and at the direction of the Building Official. Any overtime hours performed must be preapproved by the direct supervisor.

## **H. SALARY**

Pay range is \$20.00 to \$25.00 hourly. Salary is commensurate with the position. Pay days are every other Friday or as otherwise determined by the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

## **I. BENEFITS**

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

## **J. Equal Opportunity Employer**

The City's employment decisions are made without regard to race, color, religion, sex, age, sexual orientation, military status, veteran status, national origin, mental or physical disability, pregnancy, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. To discuss an accommodation, please contact the Human Resources Director, Chase Winburn at (512) 502-8313.

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





**DRIPPING SPRINGS**  
Texas

Item # 14.

---

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

**From:** Shawn Cox, Deputy City Administrator 

**Date:** June 03, 2024

**RE:** FY 2025 Proposed Budget Amendment #4

---

**Utilities Fund:**

**Development/Capital**

**Expenditures:**

- Land Acquisition has been added in the amount of **\$200,000.00**.
  - This funding will be utilized for easement acquisitions in Howard Ranch.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO. 2025-\_\_\_\_\_**

**BUDGET AMENDMENT**

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS  
AMENDING THE CURRENT 2024-2025 FISCAL YEAR BUDGET;  
FINDING MUNICIPAL PURPOSES; AUTHORIZING  
EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2024-2025; and

**WHEREAS**, the City has had a need to adjust line items in the Utility Fund; and

**WHEREAS**, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and

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

**WHEREAS**, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

**WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

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

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2024 -2025 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

## 2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2024-2025 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

### **Utilities Fund:**

### **Development/Capital**

### **Expenditures:**

- Land Acquisition has been added in the amount of **\$200,000.00**.

## 3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

## 4. SEVERABILITY

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

## 5. NOTICE TO COUNTY

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

## 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

## 7. PROPER NOTICE & MEETING

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

**PASSED & APPROVED this, the 3<sup>rd</sup> day of June 2025 by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

\_\_\_\_\_  
Diana Boone, City Secretary

FY 2025  
AdoptedFY 2025  
AmendedFY 2025  
Proposed  
Amendment #4

## CITY - GENERAL FUND

<b>Balance Forward</b>	<b>2,682,552.45</b>	<b>3,121,821.56</b>
------------------------	---------------------	---------------------

**Revenue**

AD Valorem	3,707,356.54	3,707,356.54
AV P&I	4,000.00	4,000.00
Sales Tax	4,500,000.00	4,500,000.00
Mixed Beverage	100,000.00	100,000.00
Alcohol Permits	6,500.00	6,500.00
Fire Inspections	50,000.00	50,000.00
Bank Interest	150,000.00	150,000.00
Development Fees:		
- Subdivision	295,100.00	295,100.00
- Site Dev	400,000.00	400,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00
Transportation Improvements Reimbursements	1,010,000.00	1,010,000.00
Solid Waste	55,000.00	55,000.00
Health Permits/Inspections	75,000.00	75,000.00
Municipal Court		
Other Income	40,000.00	40,000.00
TXF from Capital Improvements		
TXF DSRP On Call		
TXF from HOT	55,000.00	255,000.00
TXF from WWU		
TXF from TIRZ	-	100,000.00
TXF from Sidewalk Fund	29,000.00	29,000.00

FEMA

CARES Act

Opioid Abatement

Coronavirus Local Fiscal Recovery Funds (CLFRF)

<b>Total</b>	<b>14,724,508.98</b>	<b>15,463,778.10</b>	<b>-</b>
--------------	----------------------	----------------------	----------

**Expense**

Supplies	37,000.00	37,000.00
Office IT Equipment and Support	117,329.00	117,329.00
Software Purchase, Agreements and Licenses	301,251.76	301,251.76
Website	7,000.00	7,000.00
Communications Network/Phone	85,221.64	85,221.64
Miscellaneous Office Equipment	10,000.00	10,000.00
Utilities:		
- Street Lights	20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00
- Office Electric	8,000.00	8,000.00
- Office Water	750.00	750.00
- DT Restroom Electric	2,000.00	2,000.00
- DT Restroom Water	2,000.00	2,000.00
- Stephenson Electric	1,500.00	1,500.00
- Stephenson Water	800.00	800.00
Transportation:		
- Improvement Projects	790,000.00	790,000.00
- Street & ROW Maintenance	215,075.00	215,075.00
- Street Improvements	-	439,269.14



	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4
Office Maintenance/Repairs	36,880.00	36,880.00	
Stephenson Building Maintenance	2,500.00	2,500.00	
Maintenance Equipment	115,500.00	115,500.00	
Equipment Maintenance	17,750.00	17,750.00	
Maintenance Supplies	6,500.00	6,500.00	
Fleet Acquisition	50,000.00	50,000.00	
Fleet Maintenance	103,675.00	103,675.00	
City Hall Improvements	1,100,000.00	1,100,000.00	
Maintenance Facility	-	-	
Uniforms	17,500.00	17,500.00	
Special Projects:			
- Family Violence Ctr	7,000.00	7,000.00	
- Lighting Compliance	2,000.00	2,000.00	
- Economic Development	5,000.00	5,000.00	
- Records Management	720.00	720.00	
- Government Affairs	50,000.00	50,000.00	
- Stephenson Parking Lot Improvements			
- Stephenson Building Rehabilitation	-	-	
- Planning Consultant	30,000.00	30,000.00	
- Land Acquisition	10,000.00	10,000.00	
- Downtown Bathroom	-	360,000.00	
- City Hall Planning			
Public Safety:			
- Emergency Management Equipment	67,500.00	67,500.00	
- Emergency Equipment Fire & Safety	611.00	611.00	
- Emergency Mgt PR	3,000.00	3,000.00	
- Emergency Equipment Maintenance & Service	12,299.00	12,299.00	
- Emergency Management Other			
- Animal Control	3,400.00	3,400.00	
Public Relations	15,000.00	15,000.00	
Postage	4,500.00	4,500.00	
TML Insurance:			
- Liability	33,908.00	33,908.00	
- Property	67,191.00	67,191.00	
- Workers' Comp	42,497.00	42,497.00	
Dues, Fees, Subscriptions	74,462.85	74,462.85	
Public Notices	2,600.00	2,600.00	
City Sponsored Events			
Election	8,000.00	8,000.00	
Salaries	3,936,374.84	3,936,374.84	
Taxes	309,012.18	309,012.18	
Benefits	315,432.63	315,432.63	
Retirement	214,341.87	214,341.87	
DSRP Salaries	293,829.00	293,829.00	
DSRP Taxes	23,737.92	23,737.92	
DSRP Benefits	35,267.45	35,267.45	
DSRP Retirement	17,049.43	17,049.43	
Professional Services:			
- Financial Services	37,500.00	37,500.00	
- Engineering	70,000.00	70,000.00	
- Special Counsel and Consultants	16,000.00	16,000.00	
- Muni Court	15,500.00	15,500.00	
- Bldg. Inspector	750,000.00	750,000.00	

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4	Change
- Fire Inspector	40,000.00	40,000.00		
- Health Inspector	-	-		
- Architectural and Landscape Consultants	5,000.00	5,000.00		
- Historic District Consultant	29,500.00	29,500.00		
- Lighting Consultant	2,000.00	2,000.00		
- Human Resource Consultant	38,200.00	38,200.00		
Training/CE	100,000.00	100,000.00		
Employee Engagement	20,000.00	20,000.00		
Meeting Supplies	3,120.00	3,120.00		
Code Publication	6,461.47	6,461.47		
Mileage	2,000.00	2,000.00		
Miscellaneous Office Expense	10,000.00	10,000.00		
Bad Debt Expense				
Contingencies/Emergency Fund	62,000.00	62,000.00		
Coronavirus Local Fiscal Recovery Funds (CLFRF)				
Debt Payment 2024	486,041.67	486,041.67		
Debt Payment 2025	865,000.00	865,000.00		
TXF to Reserve Fund	500,000.00	500,000.00		
TXF AV to TIF	575,566.14	575,566.14		
TXF to TIRZ				
Sales Tax TXF to WWU	900,000.00	900,000.00		
SPA & ECO D TXF	259,200.00	259,200.00		
TXF to DSRP				
TXF to Capital Improvement Fund	-	-		
TXF to Vehicle Replacement Fund	115,083.55	115,083.55		
TXF to WWU				
TXF to Founders Day				
TXF to Farmers Market	16,542.01	16,542.01		
<b>Total</b>	<b>13,561,681.40</b>	<b>14,360,950.54</b>	<b>-</b>	

**PARKS - GENERAL FUND****Revenue**

Sponsorships and Donations	5,500.00	5,500.00		
City Sponsored Events				
Programs and Events	9,500.00	9,500.00		
Community Service Permit Fees	1,800.00	1,800.00		
Aquatics Program Income	41,750.00	41,750.00		
Pool and Pavilion Rental	21,235.00	21,235.00		
Park Rental Fees	6,000.00	6,000.00		
Reimbursement of Utility Costs				
TXF from HOT Fund	16,500.00	16,500.00		
TXF from Parkland Dedication	8,500.00	8,500.00		
TXF from Parkland Development				
TXF from Landscaping Fund	60,000.00	60,000.00		
<b>Total Revenue</b>	<b>170,785.00</b>	<b>170,785.00</b>		

**Expense**

Other	6,500.00	6,500.00		
Park Consultants				
Dues Fees and Subscriptions	2,575.00	2,575.00		
Advertising & Marketing	15,500.00	15,500.00		
<b>Total Other</b>	<b>24,575.00</b>	<b>24,575.00</b>		

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4	
<b>Public Improvements</b>				
All Parks	247,000.00	247,000.00		
Triangle Improvement	5,000.00	5,000.00		
Rathgeber Improvements	-	-		
Founders Park	175,000.00	155,000.00		
Founders Pool	10,000.00	10,000.00		
Skate Park	25,000.00	25,000.00		
S & R Park	70,000.00	90,000.00		
Charro Ranch Park	-	-		
<b>Total Improvements</b>	<b>532,000.00</b>	<b>532,000.00</b>		-
<b>Utilities</b>				
Portable Toilets	10,000.00	10,000.00		
Hays Trinity Groundwater Permit	150.00	150.00		
Triangle Electric	500.00	500.00		
Triangle Water	500.00	500.00		
Ranch House Network/Phone	8,568.00	8,568.00		
S&R Park Water	13,000.00	13,000.00		
SRP Electric	2,500.00	2,500.00		
FMP Pool/ Pavilion Water	5,300.00	5,300.00		
FMP Pool//Electricity	4,500.00	4,500.00		
Pool Phone/Network	2,500.00	2,500.00		
FMP Pool Propane	10,000.00	10,000.00		
<b>Total Utilities</b>	<b>57,518.00</b>	<b>57,518.00</b>		
<b>Maintenance</b>				
General Maintenance (All Parks)	25,000.00	25,000.00		
Trail Washout repairs				
Equipment Rental	5,000.00	5,000.00		
Founders Pool	21,000.00	21,000.00		
Founders Park	26,000.00	26,000.00		
Skate Park Maintenance	2,500.00	2,500.00		
S&R	43,500.00	43,500.00		
Charro Ranch Park	26,150.00	26,150.00		
Triangle/ Veteran's Memorial Park	5,700.00	5,700.00		
Rathgeber Maintenance				
Ranch Park Maintenance	17,000.00	17,000.00		
<b>Total Maintenance</b>	<b>171,850.00</b>	<b>171,850.00</b>		
<b>Supplies</b>				
General Parks	19,600.00	19,600.00		
Charro Ranch Supplies	1,050.00	1,050.00		
Founders Park Supplies	-	-		
Founders Pool Supplies	26,200.00	26,200.00		
Program and Events	10,950.00	10,950.00		
DSRP & Ranch House Supplies				
Rathgeber Supplies	1,504.00	1,504.00		
S&R Supplies	400.00	400.00		
<b>Total Supplies</b>	<b>59,704.00</b>	<b>59,704.00</b>		
<b>Program Staff</b>				
Camp Staff	-	-		
Program Event Staff	16,840.00	16,840.00		

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4	Change
Aquatics Staff	126,813.64	126,813.64		
<b>Total Staff Expense</b>	<b>143,653.64</b>	<b>143,653.64</b>		
<b>Total Parks Expenditures</b>	<b>989,300.64</b>	<b>989,300.64</b>		-
<b>FOUNDERS DAY - GENERAL FUND</b>				
<b>Balance Forward</b>	<b>63,778.56</b>	<b>63,778.56</b>		
<b>Revenue</b>				
Craft booths/Business Booths	7,540.00	7,540.00		
Food booths	1,500.00	1,500.00		
BBQ cookers	5,115.00	5,115.00		
Carnival	15,000.00	15,000.00		
Parade	4,675.00	4,675.00		
Sponsorship	100,000.00	100,000.00		
Parking concession	500.00	500.00		
Electric	3,000.00	3,000.00		
Misc.				
TXF from General Fund				
<b>Total</b>	<b>201,108.56</b>	<b>201,108.56</b>		
<b>Expense</b>				
Publicity	1,400.00	1,400.00		
Porta-Potties	10,000.00	10,000.00		
Security	38,000.00	38,000.00		
Health, Safety & Lighting	17,500.00	17,500.00		
Transportation	10,500.00	10,500.00		
Barricades/Traffic Plan	21,500.00	21,500.00		
Bands/Music/Sound	25,000.00	25,000.00		
Clean Up	18,500.00	18,500.00		
FD Event Supplies	1,000.00	1,000.00		
Sponsorship	3,500.00	3,500.00		
Parade	500.00	500.00		
Tent, Tables & Chairs	7,000.00	7,000.00		
Electricity	2,000.00	2,000.00		
FD Electrical Setup	225.00	225.00		
Contingencies				
<b>Total expenses</b>	<b>156,625.00</b>	<b>156,625.00</b>		
<b>Balance Forward</b>	<b>44,483.56</b>	<b>44,483.56</b>		
<b>ECLIPSE - 2024</b>				
<b>Revenue</b>				
Sponsorships				
- Sunblock Party	-	-		
- Glasses	-	-		
- Misc. Sponsorships	-	-		
Sales				
- Glasses	-	-		
- T-Shirts	-	-		
- Other	-	-		
TXF from HOT	-	-		
<b>Total</b>	<b>-</b>	<b>-</b>		
<b>Expense</b>				

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4	
Merchandise				
- Glasses	-	-		
- T-Shirts	-	-		
- Stickers	-	-		
- Other	-	-		
Maintenance	-	-		
Block Party	-	-		
Other	-	-		
<b>Total expenses</b>	<b>-</b>	<b>-</b>		

**CONSOLIDATED GENERAL FUND**

<b>Revenue</b>				
City	14,724,508.98	15,463,778.12	-	
Parks	170,785.00	170,785.00	-	
Founders	201,108.56	201,108.56	-	
Eclipse	-	-	-	
<b>Total</b>	<b>15,096,402.54</b>	<b>15,835,671.68</b>	<b>-</b>	<b>-</b>
<b>Expense</b>				
City	13,561,681.40	14,360,950.54		
Parks	989,300.64	989,300.64	-	
Founders	156,625.00	156,625.00	-	
Eclipse	-	-	-	
<b>Total Expense</b>	<b>14,707,607.04</b>	<b>15,506,876.18</b>	<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>388,795.50</b>	<b>328,795.50</b>	<b>-</b>	<b>-</b>

**DRIPPING SPRINGS FARMERS MARKET**

<b>Balance Forward</b>	<b>28,193.38</b>	<b>28,193.38</b>		
<b>Revenue</b>				
FM Sponsor	1,000.00	1,000.00		
Grant Income	1,000.00	1,000.00		
Booth Space	66,000.00	66,000.00		
Applications	1,400.00	1,400.00		
Membership Fee	2,200.00	2,200.00		
Interest Income	1,800.00	1,800.00		
Market Event/Merch.	400.00	400.00		
Transfer from General Fund	16,542.01	16,542.01		
<b>Total</b>	<b>118,535.39</b>	<b>118,535.39</b>		
<b>Expense</b>				
Advertising	4,700.00	4,700.00		
Market Manager	60,468.30	60,468.30		
Payroll Tax Expense	4,877.83	4,877.83		
DSFM Benefits	7,057.78	7,057.78		
Retirement	3,508.67	3,508.67		
Entertainment& Activities	5,000.00	5,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Training	100.00	100.00		
Office Expense	200.00	200.00		
Supplies Expense	-	-		
Network & Phone	200.00	200.00		
Cleaning & Maintenance	2,200.00	2,200.00		
Other Expense	-	-		



	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4
Capital Fund	-	-	
Contingency Fund	500.00	500.00	
Transfer to Reserve Fund	-	-	
<b>Total Expense</b>	<b>89,012.58</b>	<b>89,012.58</b>	
<b>Balance Forward</b>	<b>29,522.81</b>	<b>29,522.81</b>	

**PARKLAND DEDICATION FUND**

<b>Balance Forward</b>	<b>10,365.81</b>	<b>10,365.81</b>	
<b>Revenue</b>			
Parkland Fees			
<b>Total Revenue</b>	<b>10,365.81</b>	<b>10,365.81</b>	
<b>Expense</b>			
Park Improvements	-	-	
TXF to AG Facility			
Master Naturalists	-	-	
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	
<b>Balance Forward</b>	<b>10,365.81</b>	<b>10,365.81</b>	

**PARKLAND DEVELOPMENT FUND**

<b>Balance Forward</b>			
<b>Revenue</b>			
Parkland Development Fees			
<b>Total Revenue</b>	<b>-</b>		
<b>Expense</b>			
Transfer to Parks			
<b>Total Expenses</b>	<b>-</b>		
<b>Balance Forward</b>	<b>-</b>		

**AG FACILITY FUND**

<b>Balance Forward</b>	<b>-</b>		
<b>Revenue</b>			
Ag Facility Fees	-		
<b>Total Revenues</b>	<b>-</b>		
<b>Expense</b>			
TXF to DSRP	-		
<b>Total Expense</b>	<b>-</b>		
<b>Balance Forward</b>	<b>-</b>		

**LANDSCAPING FUND**

<b>Balance Forward</b>	<b>509,067.00</b>	<b>509,067.00</b>	
<b>Revenue</b>			
Tree Replacement Fees			
<b>Total Revenues</b>	<b>509,067.00</b>	<b>509,067.00</b>	

**Expense**  
Sports and Rec Park

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4
DSRP			
FMP			
Charro			
Historic Districts			
Professional Services			
Tree Maintenance	25,000.00	25,000.00	
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00	
<b>Total Expense</b>	<b>27,300.00</b>	<b>27,300.00</b>	
<b>Balance Forward</b>	<b>481,767.00</b>	<b>481,767.00</b>	

**SIDEWALK FUND**

<b>Balance Forward</b>	<b>29,828.96</b>	<b>29,828.96</b>	
<b>Revenue</b>			
Fees	-	-	
<b>Total Revenues</b>	<b>29,828.96</b>	<b>29,828.96</b>	
<b>Expense</b>			
Expense	29,000.00	29,000.00	
<b>Total Expense</b>	<b>29,000.00</b>	<b>29,000.00</b>	
<b>Balance Forward</b>	<b>828.96</b>	<b>828.96</b>	

**DRIPPING SPRINGS RANCH PARK OPERATING FUND**

<b>Balance Forward</b>	<b>156,169.49</b>	<b>156,169.49</b>	
<b>Revenue</b>			
Stall Rentals	40,000.00	40,000.00	
RV/Camping Site Rentals	21,000.00	21,000.00	
Facility Rentals	125,000.00	125,000.00	
Equipment Rental	8,000.00	8,000.00	
Sponsorships & Donations	52,275.00	52,275.00	
Merchandise Sales	22,065.20	22,065.20	
Riding Permits	8,000.00	8,000.00	
Staff & Misc. Fees	4,000.00	4,000.00	
Cleaning Fees	25,000.00	25,000.00	
General Program and Events:			
- Riding Series	35,000.00	35,000.00	
- Coyote Camp	137,100.00	137,100.00	
- Misc. Events	12,000.00	12,000.00	
- Programing	53,000.00	53,000.00	
- Concert Series			
- Ice Rink	229,169.00	229,169.00	
- Ice Rink Merchandise	500.00	500.00	
Consessions			
Other Income	500.00	500.00	
Interest	4,500.00	4,500.00	
TXF from Ag Facility	-	-	
TXF from HOT	330,000.00	330,000.00	
<b>Total Revenue</b>	<b>1,263,278.69</b>	<b>1,263,278.69</b>	
<b>Expense</b>			
Advertising	15,000.00	15,000.00	
Office Supplies	10,000.00	10,000.00	

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4
Postage			
DSRP On Call	-	-	
Programing Staff	154,246.48	154,246.48	
Network and Communications	9,414.00	9,414.00	
IT Equipment & Support	3,000.00	3,000.00	
Co-Sponsored Events	7,900.00	7,900.00	
Sponsorship Expenses	2,100.00	2,100.00	
Supplies and Materials	-	-	
Uniforms	1,000.00	1,000.00	
Ranch House Supplies	1,000.00	1,000.00	
Dues, Fees and Subscriptions	5,127.50	5,127.50	
Mileage	500.00	500.00	
Equipment	5,000.00	5,000.00	
House Equipment			
Equipment Rental	3,000.00	3,000.00	
Equipment Maintenance	25,000.00	25,000.00	
Portable Toilets	960.00	960.00	
Electric	60,000.00	60,000.00	
Water	7,000.00	7,000.00	
Septic	750.00	750.00	
Lift Station Maintenance	12,000.00	12,000.00	
Propane/Natural Gas	2,500.00	2,500.00	
On Call Phone			
Alarm	13,317.24	13,317.24	
Stall Cleaning & Repair	4,000.00	4,000.00	
Training and Education	-	-	
General Program and Events:			
- Riding Series	28,000.00	28,000.00	
- Coyote Camp	12,000.00	12,000.00	
- Misc. Events	700.00	700.00	
- Programing	8,000.00	8,000.00	
- Concert Series			
- Ice Rink	229,169.00	229,169.00	
Other Expense	10,000.00	10,000.00	
Improvements	320,000.00	320,000.00	
Tree Planting			
Contingencies	30,000.00	30,000.00	
Fleet Acquisition	-	-	
Fleet Maintenance	3,000.00	3,000.00	
General Maintenance and Repair	149,040.00	149,040.00	
Grounds and General Maintenance	21,690.00	21,690.00	
House Maintenance	5,000.00	5,000.00	
HCLE	13,200.00	13,200.00	
Merchandise	17,065.20	17,065.20	
Sales Tax Remittance			
RV/Parking Lot			
TXF to Vehicle Replacement Fund	31,906.08	31,906.08	
<b>Total Expenses</b>	<b>1,221,585.50</b>	<b>1,221,585.50</b>	
<b>Balance Forward</b>	<b>41,693.19</b>	<b>41,693.19</b>	

**HOTEL OCCUPANCY TAX FUND**

<b>Balance Forward</b>	<b>626,259.95</b>	<b>826,259.95</b>
------------------------	-------------------	-------------------

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4
<b>Revenues</b>			
Hotel Occupancy Tax	900,000.00	900,000.00	
Interest	7,200.00	7,200.00	
<b>Total</b>	<b>1,533,459.95</b>	<b>1,733,459.95</b>	<b>-</b>

<b>Expenses</b>			
Advertising	300.00	300.00	
Christmas Lighting Displays	27,290.00	27,290.00	
City Sponsored Events			
Historic Districts Marketing			
Signage	90,200.00	90,200.00	
Arts	-	-	
Lighting			
Dues and Fees	5,000.00	5,000.00	
TXF to Debt Service	90,375.00	90,375.00	
RV/ Parking Lot			
Software	5,000.00	5,000.00	
TXF to General Fund	55,000.00	255,000.00	
TXF to DSVB	550,000.00	550,000.00	
TXF to Event Center	330,000.00	330,000.00	
Grants	40,842.00	40,842.00	
<b>Total expenses</b>	<b>1,194,007.00</b>	<b>1,394,007.00</b>	<b>-</b>
<b>Balance Forward</b>	<b>339,452.95</b>	<b>339,452.95</b>	<b>-</b>

## VISITORS BUREAU

<b>Balance Forward</b>			
<b>Revenue</b>	<b>3,323.83</b>	3,323.83	
Fees			
- Brewers Fest	1,000.00	1,000.00	
- Wedding Showcase	9,000.00	9,000.00	
Ticket Sales			
- Brewers Fest	17,000.00	17,000.00	
- Dripping with Taste	-	-	
- Songwriter's Festival	9,000.00	9,000.00	
Merchandise			
- Brewers Fest	-	-	
- Songwriters Festival	4,000.00	4,000.00	
- Eclipse	-	-	
Sponsorships & Donations			
- Songwriter's Festival	70,000.00	70,000.00	
- Brewers Fest	1,000.00	1,000.00	
- Stars in Dripping Springs	20,000.00	20,000.00	
Grants			
TXF from HOT Fund	550,000.00	550,000.00	
Other Revenues	9,000.00	9,000.00	
Interest	5,000.00	5,000.00	
<b>Total</b>	<b>698,323.83</b>	<b>698,323.83</b>	

<b>Expense</b>			
Personnel			
- Salaries	143,727.90	143,727.90	

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4
- Taxes	11,499.18	11,499.18	
- Benefits	14,172.99	14,172.99	
- TMRS	8,339.81	8,339.81	
Dues, Fees and Subscriptions	3,065.00	3,065.00	
Advertising & Marketing	66,742.00	66,742.00	
Supplies	2,500.00	2,500.00	
IT Equipment & Support			
Software	21,960.00	21,960.00	
Training & Education	8,800.00	8,800.00	
Professional Services			
- Marketing Consultant	5,000.00	5,000.00	
Utilities			
- Water			
- Electricity	1,000.00	1,000.00	
- Phone/Network			
Website	10,000.00	10,000.00	
Office Maintenance/Repairs	10,700.00	10,700.00	
Office Improvements	-	-	
Postage	500.00	500.00	
Other	-	-	
Brewers Fest	17,675.00	17,675.00	
Dripping with Taste	-	-	
Songwriter's Festival	100,000.00	100,000.00	
Wedding Showcases	2,000.00	2,000.00	
Stars in Dripping Springs	40,000.00	40,000.00	
Transfer to Capital	40,000.00	40,000.00	
<b>Total expenses</b>	<b>507,681.89</b>	<b>507,681.89</b>	
<b>Balance Forward</b>	<b>190,641.94</b>	<b>190,641.94</b>	

## UTILITY FUND

<b>Balance Forward</b>	<b>8,730,497.32</b>	<b>8,730,497.32</b>
<b>Wastewater</b>		
<b>Revenue</b>		
TXF from TWDB	-	-
Wastewater Service	1,672,883.25	1,672,883.25
Late Fees/Rtn check fees	9,000.00	9,000.00
Portion of Sales Tax	-	-
Delayed Connection Fees	5,000.00	5,000.00
Line Extensions	-	-
Transfer fees	-	-
Overuse fees	-	-
Reuse Fees	-	-
FM 150 WWU Line Reimbursement	-	-
Interest	-	-
Other Income	-	-
Reuse Water Income	-	-
Developer Reimbursed Costs	-	-
TXF from General Fund	-	-
<b>Total Revenues</b>	<b>1,686,883.25</b>	<b>1,686,883.25</b>

## Expense

Administrative and General Expense:



	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4	Change
- Regulatory Expense	-	-		
- Planning and Permitting	-	-		
Engineering:				
- Engineering & Surveying	-	-		
- Construction Phase Services HR TEFS 1873-001	-	-		
- Misc. Planning/Consulting 1431-001	-	-		
- 2nd Amendment CIP 1881-001	-	-		
- Sewer Planning CAD 1971-001	-	-		
- Water Planning 1982-001	-	-		
- FM 150 WWU Line 1989-001	-	-		
- Parallel West Interceptor Design& Cost				
- Caliterra Plan Review & construction Phase Services 19	-	-		
- TLAP Renewal application 1732-001	-	-		
- Arrowhead PR & Const. Phase Services - 1967-001	-	-		
- Heritage PID PR & Cons. Phase Services - 1734-001	-	-		
- Double L Planning & Const. Phase Services - 1743-001	-	-		
- Cannon Tract - 1842-001	-	-		
- Driftwood 522 PR & Const. Phase Services - 1900-001	-	-		
- Big Sky PR & Const Phase Services - 1913-001	-	-		
- Driftwood Creek PR & Const Phase Services - 1917-001	-	-		
- Cannon/Cynosure/Double L Water CCN App. - 2007-001	-	-		
- Cynosure-Wild Ridge - 2009-001	-	-		
- Oryx Cannon 58 Plan Review & CPS - 60972-2	-	-		
- New Growth Plan Review & CPS - 60972-2	-	-		
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-2	-	-		
- TLAP Renewal application	-	-		
System Operations and Maintenance:				
- Routine Operations	95,700.00	95,700.00		
- Non-Routine Operations	94,400.00	94,400.00		
- System Maintenance & Repair	30,000.00	30,000.00		
- Chlorinator Maintenance	4,500.00	4,500.00		
- Chlorinator Alarm	1,500.00	1,500.00		
- Odor Control	28,600.00	28,600.00		
- Meter Calibrations	3,500.00	3,500.00		
- Lift Station Cleaning	35,000.00	35,000.00		
- Jet Cleaning Collection lines	50,000.00	50,000.00		
- Drip Field Lawn Maintenance	11,000.00	11,000.00		
- Drip Field Maint & Repairs	30,000.00	30,000.00		
- Drip Field Meter Box Replacement	-	-		
- Lift Station repairs	35,000.00	35,000.00		
- Autodialer Replacement	-	-		
- Lift Station Preventative Maintenance	11,000.00	11,000.00		
- WWTP Repairs/Pump Repairs	70,000.00	70,000.00		
- Chemicals	16,500.00	16,500.00		
- Electricity	88,000.00	88,000.00		
- Laboratory Testing	-	-		
- Sludge Hauling	165,000.00	165,000.00		
- Phone/Network	-	-		
- Supplies	-	-		
- Wastewater Flow Measurement	-	-		
- Backwash Flow Meter & Check valve	-	-		
- Arrowhead Plant Operations	-	-		
- Big Sky Plant Operations	-	-		

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4
Arrowhead Operations and Maintenance:			
- Routine Operations	26,000.00	26,000.00	
- Non-Routine Operations	24,000.00	24,000.00	
- Chlorinator Maintenance	1,750.00	1,750.00	
- Chlorinator Alarm	1,100.00	1,100.00	
- Meter Calibrations	1,400.00	1,400.00	
- Lift Station Cleaning	6,000.00	6,000.00	
- Drip Field Lawn Maintenance	44,000.00	44,000.00	
- Drip Field Maint & Repairs	8,000.00	8,000.00	
- Lift Station repairs	3,000.00	3,000.00	
- Lift Station Preventative Maintenance	2,000.00	2,000.00	
- WWTP Repairs/Pump Repairs	17,000.00	17,000.00	
- Chemicals	14,300.00	14,300.00	
- Electricity	22,000.00	22,000.00	
- Sludge Hauling	50,000.00	50,000.00	
- Supplies			
- Equipment			
- Equipment Maintenance			
- Fleet Acquisition			
- Fleet Maintenance			
- Fuel			
- Capital Projects	-	-	
- Arrowhead Plant Lease(s)	286,560.00	286,560.00	
Big Sky Operations and Maintenance:			
- Routine Operations	23,250.00	19,000.00	
- Non-Routine Operations	21,450.00	17,000.00	
- Chlorinator Maintenance	1,500.00	-	
- Chlorinator Alarm	1,000.00	-	
- Meter Calibrations	1,200.00	-	
- Lift Station Cleaning	3,000.00	3,000.00	
- Drip Field Maint & Repairs	7,500.00	7,500.00	
- Lift Station repairs	2,500.00	2,500.00	
- Lift Station Preventative Maintenance	1,000.00	1,000.00	
- WWTP Repairs/Pump Repairs	5,000.00	5,000.00	
- Chemicals	13,000.00	900.00	
- Electricity	20,000.00	15,000.00	
- Sludge Hauling	39,000.00	30,000.00	
- Supplies	-	-	
Other Expense	-	-	
Capital Projects:	-	-	
- Road Reconstruction	-	-	
- HRTreated Effluent Fill Station	-	-	
- Parallel West Interceptor	-	-	
- Arrowhead Drain Field	-	-	
- Parallel West Interceptor	-	-	
Other:			
- Reimbursement to Caliterra Oversize of West Intercepto	-	-	
TWDB Engineering:			
- West Interceptor, SC, LS, FM and TE line 1950-001	-	-	
- East Interceptor 1951-001	-	-	
- Effluent HP 1952-001	-	-	
- Reclaimed Water Facility 1953-001	-	-	

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4	Change
- WWTP Design Assistance	-	-		
- So Regional WW System Exp P&M 1923-001	-	-		
Miscellaneous:	-	-		
- Consultants and Legal	-	-		
TWDB Capital Projects:	-	-		
- West Interceptor	-	-		
- South Collector, LS and FM and TE Line	-	-		
- East Interceptor	-	-		
- Effluent Holding Pond	-	-		
- WWTP	-	-		
Transfer to General Fund				
Transfer to Vehicle Replacement Fund	50,545.02	50,545.02		
<b>Total Expense</b>	<b>1,466,755.02</b>	<b>1,428,255.02</b>		-

**DEVELOPMENT/CAPITAL****Revenues**

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

**Expense**

- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00
- Misc. Planning/Consulting 1431-001	67,500.00	67,500.00
- Planning & Permitting	-	100,000.00
- 2nd Amendment CIP 1881-001	60,000.00	60,000.00
- Sewer Planning CAD 1971-001	15,000.00	15,000.00
- Water Planning 1982-001	5,000.00	5,000.00
- FM 150 WWU Line 1989-001	40,000.00	40,000.00
- Parallel West Interceptor Design& Cost	-	-
- Caliterra Plan Review & construction Phase Services 19	15,000.00	15,000.00
- TLAP Renewal application 1732-001		
- Arrowhead PR & Const. Phase Services - 1967-001	10,000.00	10,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001	60,000.00	60,000.00
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00
- Cannon Tract - 1842-001	5,000.00	5,000.00
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00
- Big Sky PR & Const Phase Services - 1913-001	20,000.00	20,000.00
- Driftwood Creek PR & Const Phase Services - 1917-001	35,000.00	35,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-001		
- Cynosure-Wild Ridge - 2009-001	25,000.00	25,000.00
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-2	60,000.00	60,000.00

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4	
- Effluent HP 1952-001 - Engineering	60,000.00	60,000.00		
- Effluent Holding Pond - Construction				
Other Expense				
- HRTreated Effluent Fill Station	200,000.00	130,000.00		
- Parallel West Interceptor	-	-		
- Arrowhead Drain Field	1,800,000.00	1,800,000.00		
- WWTP Water Supply	50,000.00	-		
- WWTP Road Repair	50,000.00	-		
- Arrowhead Capital Projects	500,000.00	500,000.00		
-Caliterra Reimbursement: Spray Fields	-	353,000.00		
- Land Acquisition	-	-	200,000.00	200,000.00
<b>Total Expense</b>	<b>3,347,500.00</b>	<b>3,630,500.00</b>	<b>3,830,500.00</b>	<b>200,000.00</b>

**TWDB PROJECT****Revenues**

TXF from TWDB

**Total Revenue**

21,005,000.00	21,005,000.00
<b>21,005,000.00</b>	<b>21,005,000.00</b>

**Expense**

TWDB Engineering:

- West Interceptor, SC, LS, FM and TE line 1950-001
- East Interceptor 1951-001
- Reclaimed Water Facility 1953-001
- WWTP Design Assistance
- So Regional WW System Exp P&M 1923-001

Miscellaneous:

- Consultants and Legal

TWDB Capital Projects:

- West Interceptor
- South Collector, LS and FM and TE Line
- East Interceptor
- WWTP

**Total Expense**

150,000.00	150,000.00
200,000.00	200,000.00
25,000.00	25,000.00
30,000.00	30,000.00
100,000.00	100,000.00
3,000,000.00	3,000,000.00
3,500,000.00	3,500,000.00
-	-
14,000,000.00	14,000,000.00
<b>21,005,000.00</b>	<b>21,005,000.00</b>

**WATER****Revenue**

Fees:

- Tap Fees
- Impact Fees
- Meter Set Fees
- Disconnect Fees
- Equipment Fees
- Inspection Fees

Rates:

- Base Rate
- Usage
- Penalties

Other Revenues

TXF from Wastewater Fund

**Total Revenue**

6,000.00	6,000.00
<b>258,000.00</b>	<b>258,000.00</b>

**Expense**

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4	
Administrative and General Expense:				
- Regulatory Expense	-	-		
- Planning and Permitting	-	-		
System Operations and Maintenance:				
- Routine Operations	27,500.00	27,500.00		
- Non Routine Operations	15,000.00	15,000.00		
- System Maintenance & Repair	25,000.00	25,000.00		
- Laboratory Testing	-	-		
- Supplies	-	-		
- Water Meters	60,000.00	60,000.00		
Operating and Maintenance				
<b>Total Expense</b>	<b>127,500.00</b>	<b>127,500.00</b>		
<b>ADMINISTRATION</b>				
<b>Revenues</b>				
PEC	-	-		
ROW Fees	-	-		
Cable	-	-		
TX Gas Franchise Fees	-	-		
Interest	-	-		
TXF from General Fund	-	-		
<b>Total Revenue</b>	<b>-</b>	<b>-</b>		
<b>Expense</b>				
Administrative and General Expense:				
- Administrative/Billing Expense	66,000.00	66,000.00		
- Legal Fees	55,000.00	55,000.00		
- Auditing	10,000.00	10,000.00		
- Software	7,000.00	7,000.00		
- IT Equipment & Support	5,000.00	5,000.00		
Systems Operations and Maintenance:				
- Phone/Network	18,000.00	18,000.00		
- Equipment	320,000.00	320,000.00		
- Equipment Maintenance	11,000.00	11,000.00		
- Fleet Acquisition	50,000.00	50,000.00		
- Fleet Maintenance	14,000.00	14,000.00		
- Fuel	22,000.00	22,000.00		
- Laboratory Testing	45,000.00	45,000.00		
- SCADA	50,000.00	59,450.00		
Supplies	59,500.00	59,500.00		
Other Expense				
Public Relations	-	-		
Uniforms	11,000.00	11,000.00		
Training	20,000.00	20,000.00		
Dispatch	3,000.00	3,000.00		
Salaries	711,493.20	711,493.20		
Overtime	48,672.00	48,672.00		
Taxes	53,169.15	53,169.15		
Benefits	70,133.37	70,133.37		
Retirement	40,977.10	40,977.10		
On Call	26,000.00	26,000.00		
<b>Total Expense</b>	<b>1,716,944.82</b>	<b>1,726,394.82</b>	-	



FY 2025  
AdoptedFY 2025  
AmendedFY 2025  
Proposed  
Amendment #4**CONSOLIDATED UTILITY FUND****Revenue**

Balance Forward	8,730,497.32	8,730,497.32	8,730,497.32	-
Development/Capital	2,217,091.43	2,217,091.43	2,217,091.43	-
TWDB Project	21,005,000.00	21,005,000.00	21,005,000.00	-
Wastewater	1,686,883.25	1,686,883.25	1,686,883.25	-
Water	258,000.00	258,000.00	258,000.00	-
Operations	-	-	-	-
<b>Total</b>	<b>33,897,472.00</b>	<b>33,897,472.00</b>	<b>33,897,472.00</b>	<b>-</b>

**Expense**

Development/Capital	3,347,500.00	3,630,500.00	3,830,500.00	200,000.00
TWDB Project	21,005,000.00	21,005,000.00	21,005,000.00	-
Wastewater	1,466,755.02	1,428,255.02	1,428,255.02	-
Water	127,500.00	127,500.00	127,500.00	-
Operations	1,716,944.82	1,726,394.82	1,726,394.82	-
<b>Total Expense</b>	<b>27,663,699.84</b>	<b>27,917,649.84</b>	<b>28,117,649.84</b>	<b>200,000.00</b>

<b>Balance Forward</b>	<b>6,233,772.16</b>	<b>5,979,822.16</b>	<b>5,779,822.16</b>	<b>(200,000.00)</b>
------------------------	---------------------	---------------------	---------------------	---------------------

**TWDB FUND**

<b>Balance Forward</b>	<b>906.24</b>	<b>906.24</b>
------------------------	---------------	---------------

Revenues	21,005,000.00	21,005,000.00
----------	---------------	---------------

Interest	20.00	20.00
----------	-------	-------

<b>Total revenue</b>	<b>21,005,926.24</b>	<b>21,005,926.24</b>
----------------------	----------------------	----------------------

**Expenses**

Escrow Fees

Expenses	21,005,000.00	21,005,000.00
----------	---------------	---------------

<b>Total Expenses</b>	<b>21,005,000.00</b>	<b>21,005,000.00</b>
-----------------------	----------------------	----------------------

<b>Balance Forward</b>	<b>926.24</b>	<b>926.24</b>
------------------------	---------------	---------------

**IMPACT FUND**

<b>Bal Forward</b>	<b>852,770.61</b>	<b>852,770.61</b>
--------------------	-------------------	-------------------

**Revenue**

Impact Fees

Impact Fee Deposits

Interest Income	45,000.00	45,000.00
-----------------	-----------	-----------

<b>Total</b>	<b>897,770.61</b>	<b>897,770.61</b>
--------------	-------------------	-------------------

**Expense**

TXF to Debt Service 2015

TXF to Debt Service 2019

TXF to Debt Service 2022

<b>Total expense</b>	<b>670,405.60</b>	<b>670,405.60</b>
----------------------	-------------------	-------------------

<b>Total Bal Forward</b>	<b>227,365.01</b>	<b>227,365.01</b>
--------------------------	-------------------	-------------------

**DEBT SERVICE FUND 2015**

<b>Bal Forward</b>	<b>860,634.56</b>	<b>860,634.56</b>
--------------------	-------------------	-------------------

**Revenue**

TXF from Impact Fund	670,405.60	670,405.60
----------------------	------------	------------

Interest	20,000.00	20,000.00
----------	-----------	-----------

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4
<b>Total Revenue</b>	<b>1,551,040.16</b>	<b>1,551,040.16</b>	
<b>Expenses</b>			
Debt Payment 2015	684,900.76	684,900.76	
<b>Total Expense</b>	<b>684,900.76</b>	<b>684,900.76</b>	
<b>Balance Forward</b>	<b>866,139.40</b>	<b>866,139.40</b>	
<b>DEBT SERVICE FUND 2013</b>			
<b>Bal Forward</b>	<b>125,421.54</b>	<b>125,421.54</b>	
<b>Revenue</b>			
TXF from HOT	90,375.00	90,375.00	
Interest	20,000.00	20,000.00	
<b>Total</b>	<b>235,796.54</b>	<b>235,796.54</b>	
<b>Expense</b>			
Tax Series 2013	88,487.50	88,487.50	
<b>Total Expenses</b>	<b>88,487.50</b>	<b>88,487.50</b>	
<b>Balance Forward</b>	<b>147,309.04</b>	<b>147,309.04</b>	
<b>DEBT SERVICE FUND 2019</b>			
<b>Bal Forward</b>	<b>1,103,641.63</b>	<b>1,103,641.63</b>	
<b>Revenue</b>			
TXF from Impact Fees			
Interest	20,000.00	20,000.00	
<b>Total</b>	<b>1,123,641.63</b>	<b>1,123,641.63</b>	
<b>Expense</b>			
Tax Series 2019	1,043,533.00	1,043,533.00	
<b>Total Expenses</b>	<b>1,043,533.00</b>	<b>1,043,533.00</b>	
<b>Balance Forward</b>	<b>80,108.63</b>	<b>80,108.63</b>	
<b>DEBT SERVICE FUND 2022</b>			
<b>Bal Forward</b>	<b>1,195,168.50</b>	<b>1,195,168.50</b>	
<b>Revenue</b>			
TXF from Impact Fees			
Interest			
<b>Total</b>	<b>1,195,168.50</b>	<b>1,195,168.50</b>	
<b>Expense</b>			
Tax Series 2022	1,191,768.50	1,191,768.50	
<b>Total Expenses</b>	<b>1,191,768.50</b>	<b>1,191,768.50</b>	
<b>Balance Forward</b>	<b>3,400.00</b>	<b>3,400.00</b>	
<b>PEG FUND</b>			
<b>Balance Forward</b>	<b>154,185.10</b>	<b>154,185.10</b>	
<b>Revenues</b>			
TWC	30,000.00	30,000.00	
Interest Income	4,000.00	4,000.00	
<b>Total Revenues</b>	<b>188,185.10</b>	<b>188,185.10</b>	

FY 2025  
AdoptedFY 2025  
AmendedFY 2025  
Proposed  
Amendment #4**Expense**

TXF to Event Center

-

-

**Total Expense**

-

-

**Balance Forward**

188,185.10

188,185.10

**RESERVE FUND****Balance Forward**

2,744,859.25

2,744,859.25

**Revenue**

TXF from General Fund

300,000.00

300,000.00

Interest

75,000.00

75,000.00

**Total**

3,119,859.25

3,119,859.25

**Expense**

Expense

**Total Expense**

-

-

**Balance Forward**

3,119,859.25

3,119,859.25

**TIRZ 1****Balance Forward**

121,804.14

177,204.14

**Revenues**

City AV

219,023.80

219,023.80

County AV

346,013.11

346,013.11

City for GAP Escrow

Interest Income

20,000.00

20,000.00

EPS Reimbursements

**Total Revenue**

706,841.05

762,241.05

-

**Expense**

TIRZ Expense

Project Management/Misc. Costs

16,000.00

16,000.00

Project Administration P3 Works

8,000.00

8,000.00

Legal Fees

EPS

MAS

-

-

HDR

52,500.00

52,500.00

TJKM - Grant Writing

Buie - PR

Misc. Consulting

155,000.00

155,000.00

Creation Cost Reimbursements

TXF to GAP Escrow

TXF to General Fund

50,000.00

Stakeholder Reimbursement

-

-

**Total Expense**

231,500.00

281,500.00

-

**Balance Forward**

475,341.05

480,741.05

-

**TIRZ 2****Balance Forward**

1,979,387.49

2,068,387.49

**Revenue**

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Amendment #4
Interest Income	30,000.00	30,000.00	
City AV	356,542.34	356,542.34	
County AV	596,658.45	596,658.45	
<b>Total Revenue</b>	<b>2,962,588.28</b>	<b>3,051,588.28</b>	<b>-</b>
<b>Expense</b>			
Project Management/Misc. Costs	16,000.00	16,000.00	
Project Administration P3 Works	8,000.00	8,000.00	
MAS			
HDR	17,500.00	17,500.00	
Misc. Consulting	95,000.00	95,000.00	
Creation Cost Reimbursements			
TXF to General Fund		50,000.00	
Stakeholder Reimbursement	-	-	
<b>Total Expense</b>	<b>136,500.00</b>	<b>186,500.00</b>	<b>-</b>
<b>Balance Forward</b>	<b>2,826,088.28</b>	<b>2,865,088.28</b>	<b>-</b>

**VEHICLE REPLACEMENT FUND**

<b>Balance Forward</b>	<b>317,116.00</b>	<b>317,116.00</b>	
<b>Revenue</b>			
TXF from General Fund	115,083.55	115,083.55	
TXF from DSRP	31,906.08	31,906.08	
TXF from WWU	50,545.02	50,545.02	
<b>Total Revenue</b>	<b>514,650.65</b>	<b>514,650.65</b>	
<b>Expense</b>			
Vehicle Replacement			
<b>Total Expense</b>	<b>-</b>		
<b>Balance Forward</b>	<b>514,650.65</b>		



**FY 2025**

# People & Communications Year in Review

Item # 15.

Director/Department Head  
Staff:

Lisa Sullivan, People & Communications Director

- Stephanie Hartnett, Content Marketing Specialist
- Heysel Zepeda, Administrative Assistant (for Michelle, Ginger, Shawn, Chase, Lisa and more)
- Pam King, DSVB/Tourism Manager
- Hannah Naylor, Tourism Marketing Coordinator

## **Services & Service Levels:**

*Connecting City government and residents, visitors, businesses, and employees. Through strategic communication, creative marketing, engaging tourism promotion, and meaningful employee engagement, we enhance transparency, drive community pride, support economic vitality, and work with leaders to create a workplace culture where employees thrive.*

### Communications/Marketing

- Ensure clear, consistent, and transparent messaging between the city and its residents, employees, and stakeholders.
- Media Relations/Public Information/Internal Communication/Crisis Communication
- Campaign Development/Branding/Design and marketing & communications for all city initiatives, departmental projects, community events, parks programs, and more
- Social Media & Digital Content - 19+ social media accounts
- Manage 2 websites, 3 subsites, and all video content

### Tourism – Visitor Bureau – Destination Dripping Springs

- Promote the city as a vibrant destination to boost economic activity and community pride.
- Destination Marketing – Heads in beds
- Event Promotion & Support: Market city and partner events that drive tourism and enhance visitor experiences
- Establish business & regional partnerships
- Visitor Services: Develop resources such as guides, itineraries, and online content to assist visitors.

### Employee Engagement

- Foster a connected, informed, and motivated workforce that feels valued and aligned with the city's mission.
- Internal Campaigns & Recognition Programs
- Staff Events & Initiatives: Organize engagement opportunities such as employee appreciation events, wellness programs, quarterly meetings, celebrations, training in collaboration with the HR director.
- Feedback Channels: for employee voices, surveys, and suggestions.
- Culture Building: Champion initiatives that reinforce the city's values and create a positive work environment.



## **FY 2025 Budget Highlights:**

As of May 27, 2025

	<b>2025 Budgeted</b>	<b>YTD</b>	<b>Variance TD</b>
<b><u>Revenue</u></b>			
<b>Visitor Bureau</b>			
Sponsorships & Donations	\$ 91,000	\$ 78,251	\$ (12,749)
Program Event Fees	\$ 10,000	\$ 12,250	\$ 2,250
Ticket Sales	\$ 26,000	\$ 29,512	\$ 3,512
Other Revenue	\$ 9,000	\$ 314	\$ (8,686)
Interest	\$ 5,000	\$ 8,752	\$ 3,752
Merchandise	\$ 4,000	\$ 4,400	\$ 400
	\$ 145,000	\$ 133,479	\$ (11,521)
<b><u>Expenses</u></b>			
<b>People &amp; Communications</b>			
Employee Engagement	\$ 20,000	\$ 9,626	\$ 10,374
Website	\$ 7,000	\$ 2,812	\$ 4,188
Public Relations	\$ 15,000	\$ 8,713	\$ 6,287
<b>Visitor Bureau</b>			
Songwriters	\$ 100,000	\$ 82,107	\$ 17,893
Wedding Showcase	\$ 2,000	\$ 806	\$ 1,194
Brewersfest	\$ 17,675	\$ 17,164	\$ 511
Website	\$ 10,000	\$ -	\$ 10,000
Advertising	\$ 66,742	\$ 65,320	\$ 1,422
Training & Educations	\$ 8,000	\$ -	\$ 8,000
Software	\$ 21,960	\$ 13,285	\$ 8,675
Stars	\$ 40,000	\$ 10,351	\$ 29,649

## **FY 2025 Projects Completed & Milestones Since October 1**

City Hall Renovation Committee

Stars in Dripping Springs

- Completed Phase 1: 6 stars on Mercer
- In the process of Phase 2: 9-11 stars
  - 1 – City Hall
  - 5 – Parks: DSRP, Founders, Veterans, Sports & Rec, Charro Ranch
  - 1 – HEB (\$20,000 sponsorship)
  - 1 – Flying Fish (\$8,000 sponsorship)
  - 1 – Ally Medical (\$8,000 sponsorship)
  - 2 – Still to be determined (looking at sponsors)

Hometown Holidays Campaign – focusing on all holiday events and happenings

- Refreshed Western Wonderland Brand/Logo
- New Christmas Tree at Veterans Park

Designed and created more than 1,600 items

All marketing and promotion for Christmas on Mercer, Founders Day, Songwriters

Communications/PR:

- Wastewater Decision
- Wastewater Billing
- Comprehensive Plan
- Ongoing Communications on Renovation – internally and to the public

Obtained Brew City Texas Designation

Hosted initial Tourism Branding Workshop with key stakeholders

10<sup>th</sup> Annual Songwriters

Hosted a successful Brewers Festival with 350+ attendees. Transitioning this to the Chamber of Commerce as this does not fit with tourism initiatives.

## **FY 2025 Projects in the Works**

Stars in Dripping Springs – see above

Wayfinding

- Completed Design phase
- Sent to TxDOT for approval
- Once approved, go out for bids

Website(s) migration and redesign

- CivicPlus is sunsetting our current software platform, Drupal.
- This means moving the following websites to new platform and redesign:
  - Cityofdrippingsprings.com
  - Drippingspringsranchpark.com
  - Subsites: Founders Day Festival; Christmas on Mercer; Dripping Springs Rodeo
- Researching moving destinationdrippingsprings.com to CivicPlus
- Working with IT on changing to .gov
  - Big communications project, changing over all designed items, etc.
  - Great opportunity to shorten our URL: drippingsprings.gov, DSTX.gov

Possibly launching city podcast, to get facts and complete information out to our residents and businesses.

Working with a new publisher on the development of a new format for our annual Visitor Guide and map.

Major communications coming up:

- Sunsetting communications on Lighting Ordinance
- Comprehensive Plan Rollout Communications
- Communications from Waste Connections to TDS

## **2026 Future:**

Phase 2 Wayfinding Actual Signage Placement

Monument Signs

Text Service for Enhanced Communication

Continuation of .gov

Continued Communications on Lighting Ordinance

New website for Destination Dripping Springs

Phase 3 of stars

Training in Engagement and Leadership Skills with Human Resources

Intranet site

Proposing New Part-time Position

- Since October, more than 1,600 items have been designed in 7 months – averaging 200 a month. Many designed items take 3-4 back and forth in corrections and proofing.
- These include but are not limited to:
  - Banners signage, posters, invitations, t-shirts, promo items, event programs, letterhead, logos, business cards, e-signatures, employee circle photos, badges
  - Advertising
  - Social media posts (we oversee 19 social media accounts on Facebook, Instagram, LinkedIn, etc.)
  - 3 parks guides
  - All items for the City and Destination Dripping Springs
  - Website and website items
  - Items for events and festivals: Christmas on Mercer, Songwriters Festival, Farmers Market, Founders Day (250 items alone for Founders Day)
- Every time a new program, service or initiative/project is added (such as parks programming, DSRP initiatives, comprehensive plan, master transportation plans, parks master plans, etc) design and communications and marketing are needed
- By adding a part-time designer, it will free up time for focusing on communications, general video, training videos/recordings (needed for new training initiatives proposed by HR director)
- ***Part-time, no benefits – cost split between city and HOT funds***

Director/Department Head	Dane Sorensen
Staff:	
Utility Operation Manager	Gray Lahrman
Utility Lead Operator	Christopher Wieting
Utility Operator	Wacey Henager
Utility Operator	Anothy Pennell
Utility Operator	Tyler Lloyd
Utility Operator	Jeffrey Gatlin
Utility Maintenance Worker	Bill Stevens
City Electrician	Joseph Sell
Public Works Admin Assistant	Micaela Betts

**Facilities Managed:**

- **Wastewater Facilities**

- **Wastewater plants**

- South Regional wastewater treatment facility; 319,000 gallons/day
    - Arrowhead Ranch Wastewater Treatment Facility 85,000

gallons/day

- Arrowhead Drip Fields; 30 Acres
    - Big Sky Ranch Wastewater Treatment Facility; 78,800 gallons/day
    - Big Sky Ranch Drip Field; 18 Acres

- **Lift Stations**

- South Regional Lift Station
    - Arrowhead Ranch WWTP Lift Station
    - Lift Station 1 – Hays Street
    - Lift Station 2 – DSISD
    - Lift Station 3 – Caliterra
    - Lift Station 4 – Arrowhead Ranch Subdivision
    - Lift Station 5 – DSRP
    - Lift Station 6 – Big Sky 1
    - Lift Station 7- Big Sky 2

- **Collection System**

- Big Sky, Arrowhead, Caliterra, Downtown Dripping Springs, Howard Ranch Townhomes, 290 Commercial District, Retreat, 4 DSISD Facilities, North Forty, Founders Ridge, Texas Heritage Village, Heritage, Cannon Ranch, Driftwood Ranch Side and Driftwood Creek Side, Driftwood Golf & Ranch

- **Reuse:**

- Distributions Facilities**

- Reuse Distribution Pumps.
    - Reuse Distribution Treated Effluent Main 3.6 Miles
    - Storage; Pond & Tanks 12 million Gallon

- **Outfalls**
  - **TLAP Fields at South Regional Plant**; 40 Acres - 127,500 GPD
  - **Caliterra Irrigation** (Operated by SI Environmental); 84 Acres- 186,000 GPD
  - **Dripping Springs Sports and Recreation Park**; 15.2 Acres – 33,000 GPD
  - **Founders Memorial Park**; 5 Acres -12,000 GPD
- **Public Water Systems**
  - **Driftwood Creek**; 47 Connections
  - **Driftwood Ranch** (Golf); 28 Connections
  - **Cannon Ranch**; 98 Connections
  - **Blue Blazes**; 0 Connections

#### Operations:

- **Wastewater Operations**
  - **Lift Station Checks** -Operators inspect all lift stations on a weekly basis. During this inspection we verify ATS is working, high level float alarm, generator fuels, pump amperage, lift station cleaning.
  - **Treatment Facilities** – 7 days a week 365 days a year the Wastewater Treatment Plants are logged in. Operators collect flow data, conduct sampling and adjust treatment process.
  - **Preventative Maintenance** – Preventative maintenance is performed on pumps, blowers, drips skid, filters and all other mechanical equipment we operate. Generators are serviced annually.
  - **Reactive Maintenance**- Staff respond to damaged or broken equipment in the system that needs repaired or replaced.
  - **Emergency Response** -The on-call operator is responsible for responding to any emergency called in by residents or SCADA. Operator takes corrective action 24/7. Back-up on call can be called in if problem needs extra hands to be resolved
  - **Sampling / Compliance Tracking**- Routine sampling and monitoring on effluent conditions is required. Reports are created for Monthly effluent report along with other TCEQ correspondence.
  - **Low pressure Sewage inspection** – Before anyone on low pressure sewer can obtain a certificate of occupancy, they need to undergo a low-pressure sewer inspection performed by a wastewater operator. This inspection is a line of defense to inspect for leaks caused by construction.

- **Public Water Systems (PWS)**



- **Water Meter Installs** – Operators work with utility billing staff to set all water meters on the City PWS.
  - **Customer Service Inspections** – 82 Inspections Performed FY 2025. All new construction must obtain a Customer Service Inspection performed by a licensed inspector on the Utilities Staff. The purpose of this inspection is to prevent backflow and cross connection on the PWS.
  - **Flushing** – The PWS requires monthly flushing of all dead-end mains to obtain an adequate chlorine residual in the system. Operators perform this monthly for the entire PWS. Operators' flush system when new construction is added or during repairs to ensure disinfection and to clear hypo chlorination.
  - **Sampling**- Operators routinely take bacteriological samples from a rotating sample site representative of the system. This is performed monthly and will increase to a weekly basis as the system grows.
  - **Preventive Maintenance**- Operators perform preventive maintenance on water systems like valve exercising, maintaining clay-valve, and winterizing systems.
  - **Leak Response**- Operators respond to leaks in the system called in by residents and staff. Leaks are located and repaired.
  - **Drought Contingency Enforcement**- Monitor water system to ensure compliance. (*The new Utility Inspector position will be responsible for monitoring usage.*)
  - **New Construction Operations**- Operator works with 3<sup>rd</sup> party inspector and construction company to perform valve operations and ensure continuous pressure on the system. Flushing and bacteriological sampling are performed during this process.
- **Reuse System**
    - **Operate and Maintain Sports Park & Founders Park Irrigation**
      - Operator maintain and repair spray irrigation at city parks. Leak repair, booster pumps, winterization, flow monitoring.
    - **Drip Field Maintenance**- Monitor and maintain drip fields at South Regional and Arrowhead Ranch WWTP. We have roughly 65 acres of drip fields we maintain that need to be repaired on a regular basis.

**Administration Duties:**

- Plan Reviews – Ensure proposed infrastructure is operable and designed in the best interest of the city.

- System Conveyance – conduct project walks for maintenance bonds as new infrastructure is conveyed to the city and enters into the warranty period. Conduct walkthroughs as warranty expires to ensure infrastructure is intact and operable. Ensure that any damages that have occurred in the warranty period are repaired.

- Utility Commission – report state of water and wastewater systems. Report on major projects, repair efforts, and violations. Report on reclaimed water use.

- Purchase Orders - ensure all major purchases are accounted for and reviewed prior to transaction.

- Compliance Reports – Monthly Effluent Report, Violation Reporting, Disinfectant Level Quarterly Operating Report, Nitrification Action Plan, Total Coliform Reporting, Lead and Copper

- Contracts and Agreements – Review contracts and agreements for purchase, contract work and Utility service. Work with city staff, attorneys, developers, to create and execute contracts in the best interest of the city.

**Future Projects:**

- West Interceptor – Will serve approximately 3600 LUEs
- East Interceptor - Will serve approximately 8,800 LUEs
- Discharge Plant – Final Phase 822,000gpd
- North Regional Plant – 319,000gpd
- Village Grove Wastewater Plant – 100,000gpd
- Heritage/ Cannon Regional Lift Station – to divert Cannon Ranch, Big Sky, Texas Heritage Village. Grand Prairie Cir, and the North Forty to the East Interceptor

**Future Subdivisions:**

- New Growth
- Gateway Village
- Wild Ridge
- Cannon Commercial
- Double L

**FY 2026 Requests:**

- **Vac Truck**-The budget process for this piece of equipment was started in FY2024. The vac truck would allow for emergency cleanup and response to spills and sanitary sewer overflows, lift station cleanings and maintenance, WWTP maintenance, maintain levels in system during construction, and hydro excavation, sewer line maintenance and jetting.
- **Utility Inspector** – Utility inspector position will enforce city policies regarding the City's Drought contingency policy and operation of grease traps connected to City sewer. Perform Customer Service Inspections and Backflow Prevention Inspection. Will coordinate with contract engineers on system conveyance.
- **Fleet Truck**
  - Needed for utility inspector positions and pull equipment. We have six trucks for a staff ten.
- **Project Manager**

-Coordinate with Contractors on City projects. Pay Apps, deadlines, change orders, built per plan, liaison with inspectors. This position is needed to manage all the future City projects including discharge plant, east interceptor and west interceptor.



**DRIPPING SPRINGS**  
Texas



Item # 16.

# Water & Wastewater Utility

Dane Sorensen  
Utility Director

# Purpose / Mission Statements

## Role of the City:

- To provide uninterrupted water and wastewater services to City customers in compliance with local and state regulations.
- To develop and expand current system and capacities.
- Respond to emergencies; over 400 hours of overtime for FY25.





# Utilities Department Staff

**Director/Department Head - Dane Sorensen**

**Utility Operation Manager - Gray Lahrman**

**Utility Lead Operator - Christopher Wieting**

**Utility Operator - Wacey Henager**

**Utility Operator - Anthony Pennell**

**Utility Operator - Tyler Lloyd**

**Utility Operator – Jeffrey Gatlin**

**Utility Maintenance Worker – Bill Stevens**

**City Electrician- Joseph Sell**

**Public Works Admin Assistant – Micaela Betts**



Item # 16.



# Services

Item # 16.

- 184 water customers
- 2,611 wastewater customers
- CSI Inspections; 93 for FY25
- 482,000 gpd capacity over three treatment plants
- Providing up to 250,000 gpd of potable water across three subdivisions
- Reuse water for irrigation at City Parks and select subdivisions



# Facilities Managed

Item # 16.

## Wastewater Treatment Facilities:

- South Regional Wastewater Treatment Facility;  
319,000 gallons/day
  - South Regional Drip Field; 30 Acres
- Arrowhead Ranch Wastewater Treatment Facility  
85,000 gallons/day
  - Arrowhead Drip Field; 30 Acres
- Big Sky Ranch Wastewater Treatment Facility;  
78,800 gallons/day
  - Big Sky Ranch Drip Field; 18 Acres



## Lift Stations:

- South Regional Lift Station
- Arrowhead Ranch WWTP Lift Station
- Lift Station 1 – Hays Street
- Lift Station 2 – DSISD
- Lift Station 3 – Caliterra
- Lift Station 4 – Arrowhead Ranch Subdivision
- Lift Station 5 – DSRP
- Lift Station 6 – Big Sky 1
- Lift Station 7 – Big Sky 2





# FY2025 Projects

Arrowhead Drip Field Expansion

Automation of Reuse System

SCADA

Howard Ranch Effluent Fill Station

Driftwood Effluent Line

Big Sky Wastewater Treatment Plant

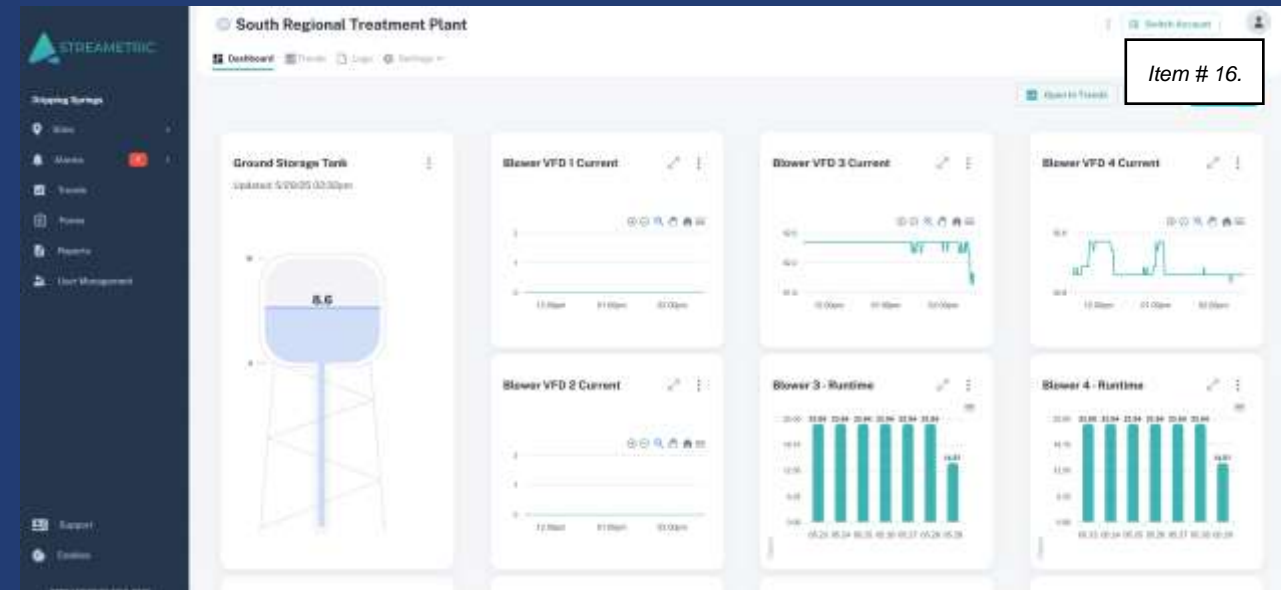
Conveyance of Four Phases of Development

Drought Contingency Updates

Public Water System Activation

Water and Wastewater Rate Study

Bid for Discharge Plant



# Upcoming FY2026



Coming Soon!

- Start construction on Discharge Plant & West Interceptor
- Adding approximately 150 water connections and approximately 300 sewer connections
- Potentially six developments conveying phases of construction
- Development of GIS
- Development of Asset Management / Operations and Maintenance Plan
- In-house cleaning of lift stations and sewer mains
- Hire utility inspector to enforce City Ordinances, drought policies and to help with system conveyance



# Questions?

**Director/Department Head  
Staff**

Michelle Fischer, City Administrator  
Ginger Faught, Deputy City Administrator  
Shawn Cox, Deputy City Administrator

**Role at the City**

Under the general supervision of the Mayor and City Council, responsible for planning, organizing, directing, and coordinating all municipal activities and services as the chief administrative officer of the City. The City Administrator and Deputy City Administrators are responsible for the proper administration of all affairs of the City as directed by the Mayor and City Council.

**Objectives**

Our objective is to administer the affairs of the City in ways that embody our Core Values.



**Services & Service Levels**

**Areas of Oversight**

Oversee thirteen departments.  
70 Full time employees, plus seasonal employees.

Michelle Fischer: People & Communications; Human Resources; Parks & Community Services; City Secretary's Office; and City Attorney's Office.

Ginger Faught: Planning & Development; Building; Maintenance; and Utilities.

## Personnel

Work with Human Resources Director on expanding employee training.

Hold monthly Department Head meetings to report on major projects each department is working on, including projects that need collaboration between departments; review staffing; and recognize employees for exceptional work.

Work with Human Resources Director and People & Communications Director to hold Quarterly Staff Meetings for required training, development, and team building.

## Budget

Assists in preparation of the annual budget and budget amendments including obtaining budget input and recommendations from Department Heads, Commissions, Committees, and Boards.

Reviews and approves purchases in accordance with the City's **Purchasing Policy**.

Assist with Requests for Bids/Proposals/Qualifications.

## Meeting Agendas & Materials

Review and approve agenda items and materials.

In March revised **Agenda Submission Policy for the City Council Agenda**.

Works with the City Secretary to prepare agendas, review meeting minutes, and prepare resolutions and ordinances for the City Council to consider.

Worked with City Secretary and City Attorney on **Standardization of Agenda Item Types and Agenda Item Captions**.

2024: reviewed and assisted in carrying out 223 contracts; 43 Ordinances; 28 Resolutions.

2025 to date: reviewed and assisted in carrying out 86 contracts, others in process; 15 Ordinances; 15 Resolutions.

## Ordinances

Performs research on ordinances in order to evaluate and recommend improvements to ordinances, assists in preparing revisions.

Currently working with City Attorney and Department Heads on Fee Schedule, Lighting, Solid Waste, and Zoning Ordinance amendments.

## Master Plans

Assists in preparing and carrying out Master Plans for the City.

Currently the Comprehensive Plan and Master Parks, Recreation, and Open Space Plan are being updated. TIRZ No. 1 & No. 2 Project Plan and Reinvestment Zone Financing Plan updates are to be revised soon.



## Consultants

Coordinates and oversees the work of consultants hired by the City Council as it relates to areas of oversight, including but not limited to the following:

City Engineer

TIRZ Project Manager

Traffic Engineer

TIRZ Administrator

Utilities Engineer

Historic Preservation Consultant

Special Counsel

Parkland Dedication Consultant

Financial Advisors

Lighting Review Consultant

Landscape Architect

Exterior Design & Architecture Consultant

## Other Governmental Organizations

Represents the City with other governmental agencies and officials.



## Franchises

Acts as Liaison with Solid Waste Provider, Pedernales Electric Cooperative, right-of-way franchise users including cable, telecommunications, and natural gas.



## Future

We do not foresee any changes in the department's budget or services. We anticipate that it will take approximately the same amount of funding to provide the same services at the same levels in the next year.

## Future Projects/Goals

- Monthly Report to Mayor & City Council
- Work with staff to prioritize budget requests
- Recruit and retain good employees
- Review City Hall Space Needs Assessment, update if needed
- Work with staff to improve customer service
- Wastewater Expansion Project
- Construction of Maintenance Facility
- Old Fitzhugh Road Construction
- Utility Rate Study
- Wastewater CIP
- Begin Development Code Rewrite
- Stephenson Building & Downtown Parking Lot Construction
- Implement Employee Safety Program
- Rathgeber Natural Resources Park Phase 1





DRIPPING SPRINGS  
Texas  
*Open spaces, friendly faces.*

# City Of Dripping Springs

Item # 17.

70+ Employees



**Ginger Faught**  
Deputy City Administrator



**Michelle Fischer**  
City Administrator



**Shawn Cox**  
Deputy City Administrator

Finance

Economic  
Development  
Committee

TIRZ 1 & 2 Board



**Tory Carpenter**  
Planning Director



**Shane Pevehouse**  
Building Official



**Dane Sorensen**  
Utilities Director



**Riley Sublett**  
Maintenance  
Director

Land Development  
  
Long Range  
Planning  
  
Planning & Zoning  
Commission  
  
Historic Preservation  
Commission  
  
Transportation  
Committee

Permitting  
  
Inspections  
  
Code  
Compliance

Wastewater  
  
Utilities  
  
Water & Water  
Reuse  
  
Utility  
Committee

Maintenance  
  
Road  
Construction



**Diana Boone**  
City Secretary

Records  
Management  
  
Public  
Information  
  
Meeting  
Agendas &  
Minutes  
  
Elections &  
Appointments  
  
Alcohol Permits  
  
Municipal Court  
Clerk



**Laura Mueller**  
City Attorney

Chief Legal  
Counsel  
  
Contracts  
  
Open  
Government  
Issues & Public  
Information  
  
Ordinances,  
Resolutions &  
Policies



**Lisa Sullivan**  
People & Coms  
Director

Employee  
Engagement  
  
Marketing &  
Communications  
  
Branding  
  
Press Relations  
  
Tourism



**Andy Binz**  
Parks & Community  
Services Director

Parks, Facilities &  
Open Space  
  
Events, Programs  
& Initiatives  
  
Parks & Recreation  
Commission  
  
Dripping Springs  
Ranch Park Board  
  
Farmers Market  
Committee  
  
Founders Day  
Commission



**Chase Winburn**  
Human Resources  
Director

Personnel  
Policies &  
Procedures  
  
Performance &  
Evaluations  
  
Training &  
Development  
  
Employee  
Benefits  
  
Employee  
Relations  
  
Hiring/Retention



**Roman Baligad**  
Emergency Preparedness  
& Homeland Security  
Director

Emergency  
Action Plans  
  
Emergency  
Planning,  
Response,  
Recovery  
  
Event Safety  
and Security  
  
Homeland  
Security  
  
Emergency  
Management  
Committee



**Jason Weinstock**  
IT Director

IT Operations  
  
Network  
Infrastructure  
  
Technical  
Projects

Site Development Projects				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant.	HOLD
SD2021-0011 Blue Ridge Business Park	CL	26228 RR 12	Extension of previously approved site plan.	Under Review
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed.	Approved w/ Conditions
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality.	Approved w/ Conditions
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities.	Waiting on Resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements.	Waiting on Resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements.	Waiting on Resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond.	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on Resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures.	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ.	Approved w/ Conditions
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code.	Approved w/ Conditions
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting on Resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements.	Waiting on Resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on Resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting on Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings.	Waiting on Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking.	Approved w/ Conditions
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site.	Under Review
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales.	Waiting on Resubmittal
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional warehouse buildings with associated site improvements	Under Review
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential units with parkland and roadway connections.	Waiting on Resubmittal
SD2024-008 AutoZone 5807 Dripping Springs	CL	US Hwy 290	Retail parts store.	Waiting on Resubmittal
SD2024-010 Austin Ridge Bible Church	ETJ	3100 E Hwy 290	Church campus, with worship center, driveways, parking, detention, and park area.	Waiting on Resubmittal
SD2024-011 Patriot Erectors CZP	ETJ	3023 West Hwy 290	Detention pond.	Waiting on Resubmittal
SD2024-012 5285 Bell Springs Rd	ETJ	5285 Bell Springs Rd	Private religious educational facility and associated improvements.	Waiting on Resubmittal
SD2024-013 Cowboy Church of the Hill Country	ETJ	207 Darden Hill Road	Construction of a church building and accompanying site improvements.	Approved w/ Conditions
SD2024-014 Pear Tree Commercial	ETJ	27322 RR 12	Existing commercial space. Pave the parking area and provide water quality treatment of that area.	Waiting on Resubmittal
SD2024-018 Short Mama's	CL	101 College Street	Existing project addition to include dining area, parking, lawn area, stage, and streetscaping.	Waiting on Resubmittal
SD2024-019 VB Dripping Springs	CL	27320 RR 12	100' wireless telecommunication tower.	Approved
SD2024-020 Lost Lizard	ETJ	10730 FM 967	Four residential accessory structures and gravel parking.	Waiting on Resubmittal
SD2024-021 Genesis City - Glamping Hotel	ETJ	113 Concorde Circle	One main building with 9 cabins, and parking.	Waiting on Resubmittal
SD2024-022 Stephenson Building Addition and Parking Improvements	CL	101 Old Fitzhugh Rd	Phase 1:Stephenson building addition. Phase 2: parking lot improvements.	Approved w/ Conditions
SD2025-001 Lazare Properties	CL	28485 RR 12	Post office, deli express bar/waiting area, and retail space.	Waiting on Resubmittal
SD2025-002 Ewald Kubota	ETJ	3981 E US 290	Kubota sales and service center with customer and display parking.	Under Review
SD2025-003 The Ranch at Caliterra Amenity Center	ETJ	Whiskey Barrel Dr.	Office, bathrooms, remodel pavillion out of an existing barn, pool, pickleball courts, and parking.	Waiting on Resubmittal

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2025-005 Big Sky Ranch Drip Field Addition	CL	Sue Peaks, Lost mine Peak, Apache Mt., Davis Mt.	Installation of additional subsurface drip disposal systems.	Under Review
SD2025-006 AAA Storserv Dripping Springs LLC Phase 2	CL	1300 E US 290	Expansion of developed area including buildings, drives and parking.	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Multiple Comp Plan Committee meetings to be scheduled May/June
Cannon Mixed-Use	Awaiting Resubmittal
PDD2023-0001 Madelynn Estates	Dormant
PDD2023-0002 Southern Land	June DAWG meeting to discuss grading, tree preservation, and density.
PDD2023-0003 ATX RR12 Apartments	Awaiting Resubmittal. We are expecting an expansion of this project to include Commercial uses along Village Grove Pkwy

Subdivision Projects				
Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approved w/ Conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved w/ Conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting on Resubmittal
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting on Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Approved w/ Conditions
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Approved w/ Conditions
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Approved w/ Conditions
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approved w/ Conditions
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting on Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting on Resubmittal
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting on Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Approved w/ Conditions
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting on Resubmittal
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Approved w/ Conditions
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approved w/ Conditions
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining three lots into one.	Approved w/ Conditions
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting on Resubmittal
SUB2024-008 Skylight Hills Final Plat	ETJ	13001 and 13111 High Sierra	Subdivide into 5 lots.	Approved w/ Conditions
SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat	CL/ETJ	230 Post Oak Drive	Combine two existing lots into one.	Approved w/ Conditions
SUB2024-015 Gateway Village Phase 1	CL	US 290	Final plat for 144 single family subdivision.	Waiting on Resubmittal
SUB2024-017 Wild Ridge Phase 2 Final Plat	CL	Shadow Ridge Parkway	152 single family residential lots.	Approved w/ Conditions
SUB2024-019 Driftwood Subdivision, Phase 5, Preliminary Plat	ETJ	Thurman Roberts Way	13 lots. 10 residential, 2 open space, and 1 private.	Under Review
SUB2024-021 Village Grove Phase 2A Subdivision	CL	Village Grove Parkway	Infrastructure for 64 single family residential lots on 18.206 acres	Waiting on Resubmittal
SUB2024-024 Heritage Phase 4 Subdivision	CL	Sportsplex Drive	115 single family lots on 31.80 acres	Waiting on Resubmittal
SUB2024-025 Village Grove Phase 3 Subdivision	CL	Village Grove Parkway	115 single family lots on 30.04 acres	Waiting on Resubmittal
SUB2024-028 Off Site Waterline Plans for Luna Roya Subdivision	ETJ	Silver Creek Rd	Waterline infrastructure construction plans.	Waiting on Resubmittal
SUB2024-030 Heritage Phase 3 Final Plat	CL	Sportsplex Drive	164 lot subdivision plat	Waiting on Resubmittal
SUB2024-033 Village Grove Phase 1 Final Plat	CL	Village Grove Parkway	Plat of 1 roadway, 2 water quality ponds, and 1 drainage easement.	Waiting on Resubmittal
SUB2024-034 Village Grove Phase 2A Final Plat	CL	Village Grove Parkway	Final plat for 165 single family lots.	Waiting on Resubmittal
SUB2024-036 Mitchel Property Preliminary Plat	ETJ	Silver Creek Rd	33 residential lots.	Waiting on Resubmittal
SUB2025-001 Village Grove Phase 2B Final Plat	CL	Village Grove Parkway	262 single family residential lots.	Waiting on Resubmittal
SUB2025-002 Lunaroya PH 3 Preliminary Plat	ETJ	13755 Silver Creek Dr	9 single family residential lots.	Waiting on Resubmittal
SUB2025-003 The Replat of Downstream Subdivision Lot 6	ETJ	10730 FM 967	Replat existing residential lot into 3 lots.	Waiting on Resubmittal
SUB2025-004 Replat of Lot 1 Howard Ranch Commercial	CL	SE Corner RR 12 and FM 150	Create two lots to allow for the FM 150 ROW.	Waiting on Resubmittal
SUB2025-005 Ewald Kubota Minor Plat	ETJ	3981 E US 290	3.9 acre plat	Waiting on Resubmittal
SUB2025-006 Cannon Ranch Phase 3 and 4 Construction Plans	CL	Rushmore Drive at Lone Peak Way	Public roadways, utilities, and storm drainage infrastructure for 156 residential and 3 open space lots.	Waiting on Resubmittal
SUB2025-007 Double L Ranch Reclaimed Water Production Facility and Pump and Haul	ETJ	Northwest of RR 12 and Event Center Dr	Reclaimed water facility	Waiting on Resubmittal
SUB2025-008 Cannon Ranch Phases 3 & 4 Subdivision Final Plat	CL	Rushmore Drive	3 open space lots and 156 40', 45', or 60' residential lots.	Waiting on Resubmittal
SUB2025-009 Wild Ridge Subdivision Wastewater Treatment Plant Final Plat	CL	Goose Island Dr and Lost Maples Dr	0.8873 acre lot	Waiting on Resubmittal
SUB2025-010 Howard Ranch Commercial WW Line	CL	RR 12 and FM 150	Construct Wastewater Service Extension to Howard Ranch Commercial.	Under Review
SUB2025-011 Double L Pod A1, A2, A3 Arterial Preliminary Plat	ETJ	Pecos River Xing	Public infrastructure.	Under Review
SUB2025-012 Double L Pod A3 Preliminary Plat	ETJ	Pecos River Xing	46 residential units.	Under Review
SUB2025-013 Double L Pod A1 and A2 Preliminary Plat	ETJ	Pecos River Xing	99 residential units.	Under Review
SUB2025-014 Village Grove Wastewater Treatment Plant	CL	S Rob Shelton Blvd	WWTP for the Village Grove Development.	Under Review
SUB2025-015 Wild Ridge Wastewater Treatment Plant	CL	Goose Island Drive	Phase one of the temporary WWTP.	Under Review
SUB2025-016 Caliterra Phase 3 Section 10 Amended Plat	ETJ	Caliterra Pkwy at Point Du Hoc	Correct plat to note the streets are private.	Under Review

Blue cells indicate new submittals.



In Administrative Completeness		Filing Date
None		