

City of Dripping Springs

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



Agenda Item Report from: Lynne Dickinson, Parks & Community Services Department

Agenda Item Title: Discuss and consider approval of a rental agreement for Dripping Springs Ranch Park and Event Center Monster Truck Wars Event to be held Saturday, October 26, 2019

Meeting Body: City Council Regular Meeting

Meeting Date: 2019-08-20

Agenda Item Sponsor/Applicant: Sponsor: Wade King

Recommendation: DSRP Manager and DSRP Advisory Committee recommend approval of this rental agreement.

Summary/Background: Monster Truck Wars have not been held at Dripping Springs Ranch Park and Event Center in the past. This event would take place on a Saturday afternoon. Projected end time for the event is 4:30 PM with move out being done by 8 PM. This event will be loud but will be over before the evening hours.

Public Notification Process:

Public Comment:

Previous Action Taken: NA

Alternatives/Options: Do not approve rental agreement.

Enforcement Issues:

Budget/Financial Impact: Will result in income to DSRP and the city of Dripping Springs.

Comprehensive Plan Element:

Comprehensive Plan Element Summary:

Actions by other Jurisdictions/Entities: DSRP Advisory Committee recommends approval.

Next Steps/Schedule: Inform Monster Truck Wars, and Mr. Ron Woodbridge, of City Council's decision.

Attachments:

Monster Truck Wars Proposal

Monster Truck Wars Rental agreement

Monster Truck Wars operations overview presented to:

Dripping Springs Ranch Park Arena

Dripping Springs, Texas 78620
Attn: Lynne Dickinson - Manager
office: 512.894.2046

Dear Lynne,

As follow-up to our conversation & your request, here is an overview of our Monster Truck Show operational outline which we would bring to Dripping Springs Ranch Park Arena. Our company, Monster Truck Wars, is a national touring family motorsports company that produces & promotes 40 to 50 shows annually at similar venues such as yours.

Outline of our show production/procedures.

Show Productions:

* Our show would be an "all dirt show" - no junk cars/vans. We use est. 100 yards of clean dirt with clay for compacting along with large log framed units used as added obstacles. If there is dirt available on site to use - we would return to same location once show is completed. If dirt is not on site - we would coordinate to bring in this dirt & request to store dirt on site for next years show. We also decorate/paint track area & display banners & do chalked lines.

Show Safety Procedures:

* our shows are run with upmost Safety first & foremost. We have an impeccable safety record. Our Production Staff is well trained & are very safety conscious. We utilize all of the latest safety tools including an RII "radio ignition interruption" hand held radio (remotely controls all power to the trucks) plus we have tech inspections of trucks prior to each show. We hold drivers & production meetings prior to each performance and we insure that all spectator seating areas are properly secure & safe. * based on the physical dimensions of your Arena - our show will work perfectly

Other equipment we use to our produce shows:

* we would arrange w/ local equipment rental service to utilize wheel loader & track skid-steer,
* If you have a working sound system we would like to utilize it - but if not - we can arrange to bring in a sound system that we set up.
* we will need: night lighting, public restrooms, 15 eight foot tables & 15 folding chairs
* typically we bring 3-4 semi tractor trailers..if available we will need park/power for truck hook-ups + will need access to restrooms.
* we handle all general trash clean-up & would need use of trash dumpster to dispose of all trash
* would also need water truck or trailer for dust control with access to an on site water source
* If you do not have certain items - no problem....we will out source from local companies

Other Show Production Information:

* we bring full compliment Production Team - Show Manager, Track Manager, Track Officials, & Professional Show Announcer
* delivery of equipment is typically a day before show & removal by noon the following Monday
* if feasible, we request for the day before show as a courtesy set up day during day time hours
* we need about 5 hours to set up track & 3 hours to remove track & clean-up right after show
* any track dirt that is used to prepare for shows - will be restored to to where it was located
* we will not leave until venue management approves final dirt work - clean up of track & grounds

Listing of arena references - where we have recently performed shows:

- > Rusk County Youth Expo Center/Main Arena....Henderson, TX
Jennifer Sprayberry - Manager....903.722.9101
- > RMB Regional Fairgrounds/Equestrian Arena....Robstown, TX..(Corpus Christi market)
Jason Green - General Manager....361.387.9000
- > Sumervell County Expo Center....Glen Rose, TX\
Frank Abbot - General Manager....254.897.4509
- > Stephens County Fair & Expo Center....Duncan, OK
Matt Byerly - Director....580.225.3231
- > Lightning C Arena....McAlester, OK
Tiffany Segotta - Owner....918.917.7866
- > Young County Arena....Graham, TX
Toni Elliot - Arena Manager....940.550.8790

Show Information & Content:

- * show run time is for about 2 hours w/ 20 min. intermission
show name example: "**Dripping Springs Monster Truck Wars**"
desired show date: **Sat. October 26, 2019**
based on seating capacity & market - we would plan for 1 to 2 performances on same day
- * **Matinee show**....gates open @ 11 am - show starts @ 1:00 pm - show ends 3:00 pm
- * **Evening show**...gates open @ 5 pm - show starts @ 7 pm - show ends 9 pm
 - > pre show meet & greet Pit Party takes place for one hour before show starts
 - > post show Drivers Autograph's until last fan in line gets an autograph
 - > Monster Truck Ride Truck would be there - selling rides....pre-show/intermission/post show
 - > we also do Free Giveaways during show

Our Shows will feature:

- * National TV Monster Trucks performing best tricks, wheelie contests, racing, & monster truck freestyle
Our Monster Trucks are Top Quality & also run on the FOX Sports 1 Monster Jam Stadium Shows & Arena Shows. Drivers are very professional & skilled & are nationally known to the audience.
We require all Monster Trucks to arrive in top working condition & must have ample spare parts & tools to make any necessary repairs during course of event so to not miss their performance competition.

Here below is listing of various Side Acts that compliment our Shows:

- * Team Quad Wars
- * FMX Xtreme Freestyle Riders
- * Legends car racing
- * Clown Acts
- * Monster Truck Ride Truck - selling rides

Advertising - Tickets Sales - Other Related Information

- * advertising & advance tickets start about 4 weeks prior to show date....we take all financial risk
- * we produce Social Media Ads & Radio Commercials & run hundreds of commercials
- * in addition to Facebook..we do Show Posters - Monster Truck Displays & other Social Media
- * advance ticket outlet is usually local automotive parts store such as NAPA Auto Parts
 - > we also sell advance tickets on-line ticket sales....with small service fee
- * if feasible - we sell Food & Beverages (non alcoholic) & we also sell Show Merchandise
- * audience is typically Families - we draw about 40% of audience is Children ages 3 to 10
- * advance ticket prices \$10 to \$12 & \$15....All General Admission Seating..(Child 2 & under Free)
- * we also sell a limited supply of VIP Seating - reserved seating section for \$25 ea (adult or child).
- * ticket prices increase slightly on show day at gate - cash only

- * for Pre-show PIT PARTY - we sell tickets to attend this activity at venue for \$5.00 admission
- * we coordinate & hire local Security & EMS/Fire Department for standby event show needs
- * we also like to recruit local Non Profit Groups to help us staff our show - est. 12 to 15 people for front of house positions (ticket sellers, ticket takers, food, ride truck, merch, parking staff)
- * our Production Team consists typically of 8 to 10 veteran professionals
- * we project 1,200 to 1,500 spectators per show-which includes comp tickets to local sponsors/etc.
- * our Certificate of Insurance Policy carries \$2MM coverage & we list you venue as additional insured.
- * we provide the Arena with Complimentary Show Tickets
- * also we are happy to promote & announce the Arena's upcoming public events during our show

Kindly e-mail me that you received our correspondence. We hope you find this information helpful. I am available at anytime should you have questions - my cell phone is best way to reach me. Also, we want to Thank You for providing us an opportunity to present our plans & intentions. Please see my contact information be below. Our company has been in business for more than 20 years & we have produced hundreds of top quality & very entertaining shows across the country. Our goal is to make our show at your facility an annual event & to have a long lasting working relationship & partnership with you & your Arena. We look forward to talking with you again soon in the hopes to finalize our date at your Arena on Saturday October 26, 2019. I will be available during the City Council meeting should you wish to phone conference me into your meeting.

Many Thanks & Best regards,
Ron

Ron Woodbridge - **MONSTER TRUCK WARS**
6599 E. Thomas Rd Suite # 1106 Scottsdale, AZ 85251
M/T: 480.772.7490 O: 480.219.6502 F480.219.6560
Facebook: MONSTER TRUCK WARS Website: MONSTERTRUCKS.FUN



Date: 7/30/19 Lessee Initials LD

e-mail: Lynne Dickinson: LDickinson@cityofdrippingsprings.com

Dripping Springs Ranch Park Facilities Rental Agreement

1042 Event Center Drive

Dripping Springs, TX 78620

(512) 894-2046

Mailing Address: PO Box 384, Dripping Springs, TX 78620

Applicant Information

Organization Name: Monster Truck Wars

Contact Name (Designated Event Spokesperson): Ron Woodbridge

Address: 6599 E. Thomas Rd. Suite #1106 City/State/Zip: Scottsdale, AZ 85251

Phone: (c) K text 480-772-7490 Other Phone: (c) 480-219-6502

Email: Ron.Woodbridge@yatho.com

Event Information

Date(s) of Event From: Sat. October 26, 2019 To: Mabine @ 2:00pm to 4:30pm

Time of Use (please be specific and list all times the space is needed, including for deliveries and set-up):

request courtesy set up day Friday October 25, 2019 - 8am to 6pm
Show Day - arrive @ 8am - Show starts @ 2pm - Ends @ 4:30pm - Move out by 8pm

Name of Event: "Dripping Springs Monster Truck Wars"

Description of Event: Spectator ticketed event - Family motorsport show - featuring
national TV monster trucks, quad wars, mascot races, kids power wheel races

Expected Attendance for Event: 1,200 to 1,500 (<40% of audience is children)

Sound and Audio/Visual Equipment

Will there be loudspeakers, live music, or any activity which involves amplification equipment/devices of any

Kind: YES NO If yes, please describe: we use sound system to play music & announce event

Will you use the DSRP Sound System/Microphones: YES NO

Will you use the projector/screen in the Special Event Room: YES NO

Will you use the Television to display schedules or information for your event: YES NO

Will you need a Sound/AV Tech on hand prior to or during your event: YES NO

If you answered yes to any of the above, please state your specific needs for Sound/AV: request sound system
turned, hook up our music to system, test sound levels, request 2 wireless mics

Alcoholic Beverages

*Please see Facilities Rental Policy regarding alcoholic beverage service, consumption & security requirements.

Will alcohol be served at your event: YES NO

Will alcohol be sold at your event: YES NO

If alcohol is to be sold at your event, you must provide a copy of your Texas Alcoholic Beverage Commission Permit and, a copy of the Certificate of Liability Insurance with at least \$1,000,000.00 (One-Million Dollars and Zero Cents) coverage for personal and property injuries.

TABC License Number: N/A

Date Submitted: N/A Received by: N/A

Certificate of Liability Insurance provided: YES NO

Approved for Alcohol Sales: YES NO

City Staff Signature of Approval N/A

General Liability Insurance

Certificate of Liability Insurance Provided: YES NO

Concession Sales

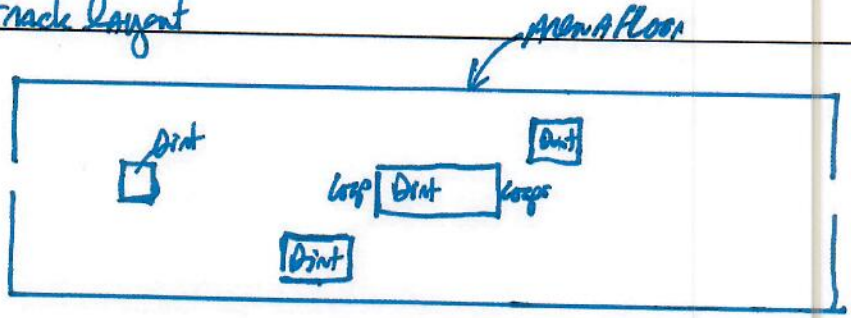
Would you like to request Concession Sales at your event: YES NO *if possible we would like to see food & drinks (non alcoholic)*

Set up / Dirt Needs

Do you have special set-up needs or special dirt needs: Yes NO *Request access or referrals to getting dirt set 60 yards*

If yes, please describe below in detail and show set-up needs on attached building layout. *Our show is a "dirt show" - NO junk cars or vans. In addition we bring 2 to 3 assemblies or large loop w/ framing used to create jumps.*

Example of track layout



Check Amenities Requested

Fields (Please check field(s) wanted) \$100 Per Field, Per Day

Field 1 Field 2 Field 3 Field 4 (please check)

fields _____ x # days _____ x \$100

Total: N/A

Stalls \$20 Per Stall Per Day # stalls _____ x # days _____ x \$20

Check here if you will handle your own stall check-ins

Total: N/A

Outdoor Arena

\$150 Per Day OR \$75 Per Day with Indoor Arena Rental

Total: N/A

Outdoor Arena Lights \$25 Per Night # nights _____ x \$25

Total: N/A

Primitive Camping \$10 Per Night # nights _____ x \$10

Total: N/A

RV Sites with Hook-Up \$35 Per Night # nights _____ x \$35

Total: N/A

All Facilities at DSRP (Entire Park) (including Ranch House)(per day) \$2,500

Total: N/A

Event Center (Entire Event Center Facility)(per day)

Full Day (12 hours) \$1,750

Total: \$1,750.00

\$75 for each additional hour # Add'l Hrs. _____ x \$75

Total: _____

Indoor Arena (please check selections below)(per day)

Full Day (12 hours) Friday – Sunday \$900

Total: N/A

Full Day (12 hours) Monday – Thursday \$400

Total: N/A

Half Day (6 hours) Monday – Thursday \$225

Total: N/A

Each Additional Hour \$40 # Add'l Hrs. _____ x \$40

Total: N/A

Rental of 75 or more stalls will result in a 50% arena rental fee discount

****Special Event Room (please check selection(s) below)(per day)**

<input type="checkbox"/> Full Day (12 hours) Friday - Sunday <u>with</u> food and drinks \$1,000	Total: <u>N/A</u>
<input type="checkbox"/> Full Day (12 hours) Friday - Sunday <u>no</u> food or drinks \$900	Total: <u>N/A</u>
<input type="checkbox"/> Half Day (6 hours) Friday - Sunday <u>with</u> food and drinks \$550	Total: <u>N/A</u>
<input type="checkbox"/> Half Day (6 hours) Friday - Sunday <u>no</u> food or drinks \$500	Total: <u>N/A</u>
<input type="checkbox"/> Full Day (12 hours) Monday - Thursday <u>with</u> food and drinks \$500	Total: <u>N/A</u>
<input type="checkbox"/> Full Day (12 hours) Monday - Thursday <u>no</u> food or drinks \$450	Total: <u>N/A</u>
<input type="checkbox"/> Half Day (6 hours) Monday - Thursday <u>with</u> food and drinks \$350	Total: <u>N/A</u>
<input type="checkbox"/> Half Day (6 hours) Monday - Thursday <u>no</u> food or drinks \$300	Total: <u>N/A</u>
<input type="checkbox"/> Each Additional Hour \$50 # Add'l Hrs. _____ x \$50	Total: <u>N/A</u>

****Vendor Hall/Front Porch (please check selection(s) below)(per day)**

<input type="checkbox"/> Full Day (12 hours) \$400	Total: <u>N/A</u>
<input type="checkbox"/> Half Day (6 hours) \$250	Total: <u>N/A</u>
<input type="checkbox"/> Each Additional Hour \$35 # Add'l Hrs. _____ x \$35	Total: <u>N/A</u>

Concession Kitchen (please check selection(s) below)(per day)

<input type="checkbox"/> Full Day (12 hours) \$250	Total: <u>N/A</u>
<input type="checkbox"/> Half Day (6 hours) \$150	Total: <u>N/A</u>
<input type="checkbox"/> Each additional hour \$25 # Hours _____ x \$25	Total: <u>N/A</u>

Special Electrical Needs (please list) - special electrical needs must be submitted to DSRP no later than 30 days in advance of your event. Failure to make this submittal could hinder your electrical needs being met by the facility.

N/A

<input type="checkbox"/> Large Amp Plugs (spider box or community board) \$35/box/board # Boxes/Boards _____ x \$35	Total: <u>N/A</u>
<input type="checkbox"/> Direct Plug into Transformer \$50 Per Plug # Plugs _____ x \$50	Total: <u>N/A</u>

Special Dirt Needs (please list)

We need access to estimated 100 yards or less dirt w/ 30% clay compound included

Arena Packing \$450 Per Event

Total: N/A

Water/ Drag During Event \$100 Per Day # Days 1 x \$100
Dust control

Total: \$100.00

Equipment Rental during Event (Tractor/ Drag/ Water)

\$150 Per Day # days 1 x \$150

Total: \$150.00

Cattle Pen Clean-up/Reconfiguration Fee \$200 per event

(Fee can be refunded if pens are clean & in original configuration at end of event)

Total: N/A

Chairs & Tables (check selection(s) below)

Tables (40 available) Quantity 5 x \$5 Per Table

Total: \$25.00

Chairs (300 available) Quantity 10 x \$0.50 Per Chair

Total: \$5.00

Custodial Fees may be waived if Lessee will do their own cleaning. Security deposit could be forfeited if rented spaces is not back to original condition at the end of the event.

Custodial Fees (please make selection(s) below)

* We will complete clean-up

Event Center Entire Facility \$500

Total: N/A

Special Event Room with Food and Drinks \$350

Total: N/A

Special Event Room no Food and Drinks \$250

Total: N/A

Vendor Hall/Front Porch \$150

Total: N/A

Indoor Arena \$200

Total: N/A

Concession Kitchen \$100

Total: N/A

Waiving custodial fees (see note above regarding security deposit)

Staff On-Site during Event
of Staff Needed _____ x # Hours _____ x \$25 Per Hour
Total: N/A

Sound System \$50 per day # days 1 x \$50
Total: \$50.00
 Projector/Screen \$50 per day # days _____ x \$50
Total: N/A

Additional Panels not including set up # Panels _____ x \$1.00
Total: N/A
 Additional Panels including set up # Panels _____ x \$2.50
Total: N/A

Special Bleacher Set Up \$100
Total: N/A

Stage Set Up or Removal \$50 per event
Total: N/A

Laser Timer \$25 per day # days _____ x \$25
Total: N/A

Audio/Visual Engineer – Fee TBD at assessment per event specifications – list needs below
request use of sound system w/ wireless mic

Total: \$50.00

Ranch House (Per Day) # days _____ x \$250
Total: N/A
 Ranch House Security Deposit (REQUIRED) \$500
(this security deposit can be refunded if there are no damages or excessive cleaning, etc.)
Total: N/A
 Custodial Fee \$150
Total: N/A
 I will do my own cleaning. I understand my security deposit may be withheld if the Ranch House is not returned to the condition in which it was found.

Date: 7/30/19 Lessee Initials @

Damages to the rental space, facilities or any part of the DSRP property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% Administrative Fee.

Date: 7/30/19 Lessee Initial: @

Other fees may be assessed on an event basis depending on special requirements and requests from Lessee.

Date: 7/30/19 Lessee Initial: @

Total Rental Fees Due: Estimated + \$2,130.00

Total Rental Fees Paid: _____

Balance Due on Rental Fees: _____

Total Security Deposit Due: _____

(Security Deposit due 10 days prior to event)

Total Security Deposit Paid: _____

Balance Due For: _____

****Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Room, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions, the entire Event Center must be reserved.**

To ensure no other events will take place during your event, you must book the entire Event Center.

The floor plan, event layout and electrical needs are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting layout and electrical needs. Changes made after this 30 day deadline may result in additional fees.

The decision as to whether or not a proposed event or activity is appropriate for the desired space at the Dripping Springs Ranch Park and Event Center rests with the DSRP Manager.

POLICIES AND PARK RULES FOR USE OF THE EVENT CENTER AND OUTDOOR ARENA COMPLEX ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND PARK RULES. FAILURE TO ADHERE TO POLICIES AND PARK RULES WILL RESULT IN EVENT CANCELLATION, FINES AND ALL PAYMENTS AND DEPOSIT BEING FORFEITED.

DRIPPING SPRINGS RANCH PARK

Dripping Springs Ranch Park Facilities Rental Policy

(revised: 04/2019)

The following information includes: (1) definitions of rental categories; and (2) general policies and rules for use of the Dripping Springs Ranch Park Event Center and Outdoor Arena ("DSRP Event Center and Outdoor Arena"). In this document, the City of Dripping Springs is referred to as the "City". The Dripping Springs Ranch Park Manager ("DSRP Manager") will be the contact for all events at the Dripping Springs Ranch Park Event Center and Outdoor Arena. Please contact the DSRP Manager for details.

Event Center Definitions

Event Center Facility Rental

Fee includes use of arena, lights, announcer's booth, public address system, chutes, panels, warm up area and common/ vendor areas; 12,000 sq. ft meeting space; concessions.

Event Center Arena Rental

Fee includes use of arena, lights, announcer's booth, public address system, chutes, panels, and warm up area.

Special Event Room

The 12,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events.

Event Center Vendor Hall/Front Porch

The 19,000 sq. ft. covered area in the Event Center is available in conjunction with other events, or for stand-alone events.

Event Center Stalls

Stalls are available for rent at the Event Center. Any horse that remains at the facility overnight must be in a fee for use stall or tied up at the trailer or in a portable pen adjacent to your camp site (Grounds fee will apply if tied adjacent to camp site, in a portable pen or tied to trailer). Tying horses to the stalls is prohibited. Rental period is 24 hours, noon to noon daily. Users may pay the fee at the Dripping Springs Ranch Park, or may pay directly the Lessee/event holder who is responsible for remitting payment to the City. Using the stalls without renting this amenity will result in forfeiture of event deposit. Shavings are not included in rental price, but are available locally at Dripping Springs area farm and ranch stores.

Event Center RV Sites

Rental period is 24 hours, noon to noon daily. Electricity and water are included in fee. Campers may pay the Ranch Park staff or the Lessee/event holder responsible for remitting payment to the City. Maximum stay is 7 days.

Event Center Concessions Kitchen

The Concessions Kitchen is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager.

Event Center Tables and Chairs

The DSRP Event Center does have a limited number of 8-foot-long rectangular tables and folding chairs available for rent during events.

Event Center Arena Prep

City will provide personnel on site to prepare the arena dirt before the rental time period as needed. Cost is included in rental fee. Lessees who wish to work the dirt themselves during the event will be required to: 1) bring their own equipment; 2) attend a scheduled orientation with event center staff; 3) provide proof of \$1,000,000.00 of liability insurance coverage to cover personal and property injury/damages to, including but not limited to, any portion of the arena, including the base layer of the arena floor. All equipment brought in by outside parties must be approved by the event center staff prior to use in the arena. Said equipment should be well maintained and in good working order. The DSRP equipment is available for use during events for a fee. Before use each operator must be cleared by staff on equipment use and sign the DSRP Equipment Use Waiver.

Lessee

Person or entity leasing the Event Center and/or the Outdoor Arena (aka: event holder, show manager, etc.).

Park Rentals

Dripping Springs Ranch Park open areas may be available for rent. Inquiries about rentals should be referred to the DSRP Manager.

Outdoor Arena Complex Definitions

Dripping Springs Ranch Park also has an outdoor arena available for rental. Amenities include the riding arena, a round pen, and arena lights.

Lessee

Person or entity leasing the Event Center and/or the Outdoor Arena (aka: event holder, show manager, etc.).

Riding Arena

The arena is 250 x 150 sq ft. This arena can be used in conjunction with events at the Event Center or as a stand alone rental. The arena has lighting for evening use, announcer's booth, and public address system. An outdoor round pen is included in the rental of the riding arena.

Round Pen

The round pen is adjacent to the arena and is available for warm up and training horses. It is also available for rental as a stand-alone facility.

Policies for Use - Dripping Springs Ranch Park Event Center and Outdoor Arena

1. No glass containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes outdoor spaces. Failure to comply with this policy will result in a \$500 fine and immediate cancellation of your event.
2. When renting the special event room or any other areas of the facility it is the event holder's responsibility to supervise all children. Persons under the age of 18 years authorized to be in a park facility must be accompanied by an adult at all times. The ratio of minors to adults shall be no less than one adult for every eight minors. Failure to follow these guidelines could result in immediate cancellation of event.
3. Arena Rental Period: Daily (12 hours), ½ Day (6 hours), or hourly.
4. Multiple Day Events: Parties booking for multiple day events will pay the 12-hour rate per day. Clean up must be done by 12:00 midnight of the last day of booking or the per hour charge will apply to additional clean-up time.
5. Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Room, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions the entire Event Center must be reserved.
6. No Sublease: No subleasing of any area of the Dripping Springs Ranch Park Event Center or Outdoor Arena Complex is allowed, excluding vendors related to your event. The City requires knowledge of all the parties it deals with so it can assure that all parties are made aware of the requirements. An association or group that rents the arena and stalls and rents the stalls to its participants will not be considered as subleasing.
7. Event Scheduling: Bookings may be made up to eighteen (18) months in advance of the proposed event. Please contact the DSRP Manager for information and booking of the facilities. Reservations for the Outdoor Arena may be rescheduled or refunded due to weather conditions at the discretion of the City.
8. Event Scheduling: DSRP retains the right to refuse booking an event of a competing or similar nature within 45 days of an event already booked.
9. Events with amplified music must end at midnight and is restricted to 65 decibels or less. Time will be given to clean up and exit after the event, but the music must end at midnight. Events with alcohol must cease alcohol consumption at midnight.
10. Payment: Full payment of the base fee for rental is due when the reservation is made. The estimated charges are determined using the rental request form that is completed prior to securing a confirmed date. If additional amenities or facilities are added or deleted at a later date, additional fees or refunds may apply. Events cancelled more than sixty (60) days prior to the first day/date of the scheduled event will receive a one hundred percent (100%) refund. Events cancelled between thirty (30) and sixty (60) days prior to the first day/date of the scheduled event will receive a fifty (50%) percent refund. Events cancelled less than thirty (30) days prior to the first scheduled day/date of the event will receive NO refund. The City shall have the authority to negotiate and/or waive rental fees in special circumstances. When booking a series of events in one calendar year, full payment for the first event in the series is due at time of reservation. Each successive payment for events in the series is due on the day of completion of the prior event in the series. (Example: Party books 4 Dog Shows in March, July, September and December. Payment for March show is due at time of reservation. Payment for July show is due at completion of March show, etc.)

11. **Security Deposit:** A Security deposit of fifty (50%) percent of the estimated rental cost is due ten (10) days prior to the first day/date of the event unless otherwise noted in rental agreement. Lessee agrees to leave the premises in as good or better condition than that which existed prior to their usage; such determination is at the sole discretion of the City. All trash must be disposed of properly. City representative will conduct a walk-through of the premises with the Lessee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any damages and/or charges. Any damage repair incurred by the City will be deducted from the deposit at actual cost. If damage or repairs exceeds deposit amount, the lessee is responsible for cost of damage plus a 15% administrative fee. Deposit refund will be processed within thirty (30) days of the event's conclusion. A \$25.00 NSF fee will be assessed for all returned checks.
12. Lessee has the option to clean the facility after use or to purchase custodial services. Prices for the custodial services available on the rental agreement. If Lessee opts to conduct their own cleaning of the facility it must be returned to as good or better condition than that which existed prior to their Lease. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any cleaning charges.
13. **Insurance:** Event Lessee and any alcoholic beverage vendor must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City as an additional insured, in the amount of \$1,000,000.00, insuring against any and all claims for personal injury, death, and/or property damage relating to the event and the Dripping Springs Ranch Park Event Center and Outdoor Arena.
14. **Indemnification:** City shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person or entity, for any injury to person or property on or about the DSRP Event Center and Outdoor Arena caused by the negligence or misconduct of Lessee, its employees, or agents. Lessee and all vendors shall indemnify City and hold City harmless from any loss, expense or claims arising out of any such injury.
15. **Alcoholic Beverages:** No sale of alcoholic beverages will be allowed at the DSRP Event Center and Outdoor Arena without the prior written approval of the City. Lessees and/or vendors selling alcoholic beverages must be a holder of a current/valid Texas Alcoholic Beverage Commission ("TABC") license and must provide the City a copy of said TABC license/permit a minimum of two (2) business days prior to the event.
16. **Security and Emergency Medical Services ("EMS"):** Lessee shall be solely responsible for providing a reasonable number of Security and EMS personnel, at the City's discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. Lessee shall be responsible for the actions and safety of Lessee or any of Lessee's guests, patrons, or anyone on or around the DSRP Event Center and Outdoor Arena premises as a result of the event, including without limitation protecting such persons from injury or death and protecting Lessee's and City's property or the property of such persons, including any vendors, from loss or damage. Lessee shall arrange for such security and EMS personnel at its own expense and advise the City of actions taken. The City must approve the Lessee plan for security and safety a minimum of three (3) business days before the first day/date of the event. The event cannot take place without prior written approval from the City.

Emergency Medical Technicians are required at each event where there is a substantial risk of injury to the contestants or audience. Need is determined on an event by event basis by Staff. Securing and/or notifying EMT and Paramedics is the responsibility of the event holder.

The establishment of Security requirements for an event will be determined by Staff. These guidelines are established for the protection of life and property while events are in progress and may include officers before, during or after events. All security officers will be arranged for and managed by the event holder.

Security and/or Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See below for guidelines-final plan must be approved by Staff.

All Events with alcohol must have security present. Events with up to 250 attendees must have one law enforcement officer. 250-500 attendees require 2 law enforcement officers. Attendance of over 500 persons requires 3 law enforcement officers.

Other events may be required to have security, even if no alcohol is served or consumed, depending on attendance and type of event.

17. Release of Liability Waivers: The Lessee is responsible for copying waivers and obtaining signatures from each participant prior to participation in the event. Signed waivers must be returned to Dripping Springs Ranch Park Staff no later than seven (7) business days after an event is completed. A copy of the City's waiver may be obtained from Dripping Springs Ranch Park or on the Ranch Park's website.
18. Special Event Food Vendors: Special events that will have food vendors must obtain a Special Events Food Vendor permit from the City of Dripping Springs. Please contact Kyle DeHart, City of Dripping Springs Environmental Health & City Inspector for more information.
19. Concessions: Please contact ldickinson@cityofdrippingsprings.com to inquire about concessions availability.
20. Litter Control: Trash cans and trash bags are available from Event Center staff. After use, all trash must be placed in the Event Center dumpster. Please pick up any trash left by participants in any areas used in the Park. Trash creates problems for the next user/Lessee and encourages unwanted pests. Please help keep the park clean. Trash that is not removed by Lessee will be removed by Event Center staff and could result in forfeiture of deposit.
21. Overnight RV Camping: Overnight RV camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP Staff or the Lessee/event manager responsible for remitting payment to the City. There is a Dump Station on the property available for use with paid RV Fee. There is no discharge of grey water on the property and spills at the Dump Station will be the responsibility of the RV owner.
22. Overnight Primitive Camping: Overnight primitive camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP staff or the Lessee/event manager responsible for remitting payment to the City. Please note that the Park does not have electrical hook-ups for campers.
23. Toilets: The Event Center houses sixteen women's toilets and nine men's toilets. There is one portable toilet available for the Outdoor Arena. In cases where the existing restroom facilities will be inadequate, the Lessee is responsible for renting additional toilets. Please see guidelines.

Special Event Portable Toilet Calculator

Number of Hours	Maximum Attendance*											
	100	250	500	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000	
1	1	2	2	3	4	10	10	12	17	20	24	
2	1	2	3	4	8	12	16	20	27	32	39	
3	1	2	3	5	10	15	19	24	34	38	47	
4	1	2	4	6	11	16	22	27	38	41	54	
5	2	2	4	6	12	18	24	29	41	42	58	
6	2	3	4	7	13	18	25	31	42	46	62	
7	2	3	4	7	13	19	25	32	46	46	64	
8	2	3	4	7	14	20	27	33	46	46	66	
9	2	3	4	7	14	20	27	33	46	46	66	

*If alcohol is being served we recommend increasing the number of restrooms for your event. Please keep in mind that this is an estimated number of restrooms needed. You may need more, or less depending on your specific needs.

24. **Parking:** Parking at DSRP event center is free to Lessee and its participants. The City may choose to charge for parking at other hosted events. If your event attendance is expected to be exceed 500 attendees, Lessee will be required to submit a parking plan to DSRP management no later than 30 days prior to event. Parking Plans, parking requirements or parking lot attendants may be required and this determination is at the sole discretion of DSRP management.
25. **Horse Show Managers or Producers** will receive one free RV spot and 2 free stalls per show.
26. **Equipment:** Show production equipment provided by the Lessee must be removed by Lessee from the arena or other fields no later than end of rental period. All City equipment such as orange cones or other equipment provided by the City must be returned to original placement following use. All leasable equipment is noted on the Rate Schedule. DSRP can arrange for additional equipment or services through outside sources at rates to be quoted upon request.
27. **Orange Cones:** If Available the City will have, free of charge, 36" tall orange traffic cones should the Lessee request them for an event. Lessee is responsible for notifying the City at least five days prior to event, providing the number of cones needed. Lessee is also responsible for placing cones where needed and returning them to their original location. Lost/damaged cones will be replaced at Lessee expense.
28. **Coggins Lab Accession Log:** Lessee is required to comply with the Texas Animal Health Control ("TAHC") regulations. Current Coggins Lab Accessions are required for all horses on DSRP property.
29. **General Park Rules:** General park rules for the City apply at the DSRP Event Center and Outdoor Arena. Campfires, glass containers, or fireworks are NOT permitted at the DSRP Event Center and Outdoor Arena complex or in the general park area. If you have questions about other general park rules, please refer to the Parks link on the City of Dripping Springs website at www.cityofdrippingsprings.com or contact City Hall at 512-858-4725.
30. **No alterations of any structure** will be allowed and there will be no glue, wire, screws, or nails attached to or embedded into the walls or ceilings for any reason.

31. No signs or banners shall be placed in the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign.
32. It is the responsibility of the Lessee to remove all event related items (i.e. banners, signs, decorations, etc.) at the end of the event. DSRP will not be responsible for any items left behind.
33. No smoking on or around the DSRP Event Center and Outdoor Arena.
34. No alcoholic beverages permitted on or around the DSRP Event Center and Outdoor Arena unless: (a) purchased on site from approved vendor possessing appropriate licensing from TABC, or (b) provided free of charge by a Lessee to invited guests at a private function that is not open to the general public.
35. Dogs: Dogs must be on leash at all times on or around the DSRP Event Center and Outdoor Arena. Owners must pick up after dogs or may be asked to leave the premises.
36. Special Needs: If you find that your event requires services or has needs not addressed in this document or rental forms, please contact the DSRP Manager to discuss.
37. Planning Setups (Floor Plans): DSRP staff will assist with arrangements for set up of your event. This assistance includes helping you plan the floor plans and layout for your event. All efforts will be made to ensure no detail is overlooked.
38. Floor Plan, Layout & Electrical Needs: The floor plan, event layout and electrical needs are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting layout and electrical needs. Changes made after this 30 day deadline may result in additional fees.
39. DSRP has internet available. A password is required for access.
40. Clerical Support is not a direct service of DSRP; but, in the case of assisting with copies, staff can assist you for a fee (\$.05 per copy). Office supplies are not provided by DSRP.
41. Please keep DSRP staff informed of any deliveries for your event. DSRP cannot accept responsibility for liability or loss. Lessees must arrange for security for items shipped in advance. DSRP does not arrange return shipping for any item, this is the Lessees responsibility.
42. DSRP will provide trashcans and liners for events. Lessee is responsible for emptying these cans and disposing of trash in the dumpsters located on the property unless other arrangements are made. All bulk trash items must be removed by Lessee. If not removed and disposed of an additional clean up fee may be assessed.
43. The DSRP Lobby is not a rental space. It is common area which serves as the entrance and restroom access for concurrent events. No Lessee will be permitted to conduct events in the Lobby that would interfere with other events occurring within DSRP.
44. Any space is rented as is; 'four walls'; any changes or modifications could result in additional fees. Please refer to fee schedule. Personnel necessary for normal building operations will be on duty. If additional staff is needed for your event there will be additional staff fees.
45. Each event will have a designated spokesperson. Any communications before and during the event must come through the designated spokesperson.

Please read and sign below:

I have read and agree to the terms and conditions stated in the Policies and General Park Rules for the Dripping Springs Ranch Park and Event Center and/or Outdoor Arena Complex, and Ranch House/Grounds and do hereby request the use of the facilities as outlined in this Agreement. As the authorized agent, I shall be the responsible contact for my group, organization, membership, and/or event. Lessee hereby agrees to indemnify and hold harmless the City of Dripping Springs, and its officers and employees from and against any and all liabilities for any injury to person or property which may be suffered by me or by my party arising out of or in any way connected with participation in the rental noted above. By signing below I declare I have read, understand, and agree to abide by the existing said Policies and Park Rules. I understand that I may request to have a copy of the Policies and Park Rules for my possession.

John Woodridge
Lessee or Designated Event Spokesperson Signature
Agent: Monica Bunde Wenz

7/30/19
Date Signed

City Representative

Date Signed

Please make checks payable to: DSRP; and hand deliver to 1042 Event Center Drive, Dripping Springs, Texas 78620 OR mail to DSRP, PO Box 384, Dripping Springs, Texas 78620. Contact DSRP Manager for more information.

City Council

Regular Meeting Minutes August 20, 2019 at 6:00 p.m.

A Regular Meeting of the City Council of Dripping Springs, Texas, was held Tuesday, August 20, 2019 at 6:00 p.m. in the City Hall Council Chambers, located at 511 Mercer Street, Dripping Springs, Texas.

I. CALL TO ORDER AND ROLL CALL

Mayor & City Council Members present were:

Mayor Todd Purcell (arrived at 6:09 p.m.)
Mayor Pro Tem Bill Foulds
Council Member Travis Crow
Council Member Wade King
Council Member John Kroll
Council Member Taline Manassian

City Staff/Appointed Officials/Consultants present were:

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Secretary Andrea Cunningham
City Treasurer Gina Gillis
Planning Director Jason Lutz
Parks & Community Services Director Mariana Espinoza
Dripping Springs Ranch Park Manager Lynne Dickinson
Assistant City Attorney Laura Mueller
City Engineer Chad Gilpin
Utility Coordinator/Building Official Sarah Cole
Code Enforcement/Inspections Aaron Reed
TIRZ Project Manager Keenan Smith

With a quorum of the City Council present Mayor Pro Tem Foulds called the meeting to order at 6:06 p.m.

II. PLEDGE OF ALLEGIANCE

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

III. PRESENTATION OF CITIZENS

The floor is open for Citizens wishing to speak on items that are not on the posted agenda or do not have a public hearing, and speakers are encouraged to sign in prior to speaking. Citizens wishing to speak shall do so after being recognized by the Mayor. Speakers are allowed two (2) minutes to speak, which the Mayor or City Council may extend. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

IV. CONSENT AGENDA

- A. **Approval of an Ordinance Amending the City's Code of Ordinances by Increasing the Rate for Water Service; Providing for the Following: Findings of Fact; Rate; Repealer; Severability; Effective Date; Proper Notice and Meeting.**
Sponsor: Mayor Pro Tem Foulds

Filed as Ordinance No. 2019-26

- B. **Approval of a Resolution Approving the Execution of a Permanent Waterline Easement between the City of Dripping Springs and Driftwood DLC Austin II, LLC, and regarding a 0.0498 acre tract of land situated in the Freelove Woody Survey No. 23, Abstract No. 20, Hays County, Texas, being a portion of Lot 1, Driftwood 967, Phase One, a subdivision recorded in Document No. 19002937 of the Official Public Records of Hays County, Texas**
Sponsor: Mayor Pro Tem Foulds

Filed as Resolution No. 2019-R32

A motion was made by Council Member Kroll to approve Consent Agenda Items A – B. Council Member Kroll seconded the motion which carried unanimously 5 to 0.

V. BUSINESS

- A. **Discuss and consider approval of a Donation Agreement between the City of Dripping Springs and the Dripping Springs Running Club for trail extension at Sports and Recreation Park**
Sponsor: Wade King

Mariana Espinoza presented the staff report which is on file. Staff recommends approval of the agreement with an amount not to exceed \$4,000 - \$5,000.00.

A motion was made by Council Member Manassian to approve a Donation Agreement between the City of Dripping Springs and the Dripping Springs Running Club for trail extension at Sports and Recreation Park for an amount not to exceed \$6,000.00 and striking the termination clause. Council Member King seconded the motion which carried unanimously 5 to 0.

Mayor Pro Tem handed the gavel to Mayor Purcell who presided over the remainder of the meeting.

- B. **Discuss and consider approval of a rental agreement for Dripping Springs Ranch Park and Event Center Monster Truck Wars Event to be held Saturday, October 26, 2019**
Sponsor: Council Member King

Lynne Dickinson presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Council Member Kroll to approve a rental agreement for Dripping Springs Ranch Park and Event Center Monster Truck Wars Event to be held Saturday, October 26, 2019 limiting the event to one (1) matinee show to be finished at 5:00 p.m.

Council Member King seconded the motion which carried 3 to 2, with Council Members Crow and Manassian opposed.

Council Member Manassian directed staff to check references of the event organizer.

- C. Discuss and consider approval of an Amendment to an Interlocal Agreement (the “Agreement”), by and between the City of Dripping Springs, a general law city in Hays County, Texas (hereinafter the “City”), Dripping Springs Independent School District (hereinafter the “District”), Dripping Springs Community Library District (the “Library”), and Tax Increment Reinvestment Zone #1 and Tax Increment Reinvestment Zone #2, Dripping Springs, Texas (the “TIRZ”) (collectively the “Parties”), in connection with the development and construction of the Town Center Project, extending the Term and increasing plan study fees.**

Sponsor: Council Member Manassian

Keenan Smith and Laura Mueller presented the item. Amendment is being requested to increase funds for expanded scope of project which is shared with the Dripping Springs Independent School District. The TIRZ No. 1 & No. 2 Board recommended approval of only the costs associated with the amendment and not the extension, which will be discussed and proposed at a future meeting.

A motion was made by Mayor Pro Tem Foulds to approve an Amendment to an Interlocal Agreement (the “Agreement”), by and between the City of Dripping Springs, a general law city in Hays County, Texas (hereinafter the “City”), Dripping Springs Independent School District (hereinafter the “District”), Dripping Springs Community Library District (the “Library”), and Tax Increment Reinvestment Zone #1 and Tax Increment Reinvestment Zone #2, Dripping Springs, Texas (the “TIRZ”) (collectively the “Parties”), in connection with the development and construction of the Town Center Project, extending the Term and increasing plan study fees with the recommendation that the amendment regarding extension of the agreement be stricken. Council Member Kroll seconded the motion which carried unanimously 5 to 0.

- D. Discuss and consider approval of an Amendment to the Agreement, made and entered into in June 2018 by and between the City of Dripping Springs, Texas (hereinafter referred to as the “City”) and Economic and Planning Systems, Inc. (hereinafter referred to as “Contractor”).**

Sponsor: Council Member Manassian

A motion was made by Mayor Pro Tem Foulds to approve an Amendment to the Agreement, made and entered into in June 2018 by and between the City of Dripping Springs, Texas (hereinafter referred to as the “City”) and Economic and Planning Systems, Inc. (hereinafter referred to as “Contractor”). Council Member Kroll seconded the motion which carried unanimously 5 to 0.

- E. Discuss and consider approval of an Amendment to the Hall Commercial Tract Development Agreement between the City of Dripping Springs and Aus S.T. Kyle, Ltd. Assignee Harrison Hills, LLC, regarding the removal of an approximate 7.105 acre tract from the overall 24.69 acres referred to as the "Hall Commercial Tract".**

Applicant: Jon Thompson

Jason Lutz presented the staff report which is on file. Staff has not received the assignment and understands that the former owner's attorney is reviewing the assignment. Staff recommends either approving the item contingent on the receipt of assignment and termination of agreement or deny and provide the applicant with a timeline for reconsideration.

A motion was made by Mayor Pro Tem Foulds to deny an Amendment to the Hall Commercial Tract Development Agreement between the City of Dripping Springs and Aus S.T. Kyle, Ltd. Assignee Harrison Hills, LLC, regarding the removal of an approximate 7.105 acre tract from the overall 24.69 acres referred to as the "Hall Commercial Tract". Council Member King seconded the motion which carried unanimously 5 to 0.

VI. BUDGET

A. Discuss and consider an Amendment to the Fiscal Year 2020 Budget Calendar.

Andrea Cunningham presented the staff report which is on file.

The Mayor directed staff to schedule a special meeting for a tax rate Public Hearing on September 6, 2019 and to coordinate with the City Council on a meeting time.

B. Presentation and discussion regarding the City of Dripping Springs Fiscal Year 2020 Proposed Budget.

Mayor Purcell presented the item and the budget as presented is balanced. Additional Parkland Dedication funds will be allocated by the Parks & Recreation Commission and Hotel Occupancy Tax (HOT) Grant Program Funds allocation will be recommended by the HOT Grant Application Review Committee. The City will also be addressing the Homestead Exemption which will not take effect until the next Fiscal Year.

A motion was made by Mayor Pro Tem Foulds to adjourn into Executive Session under Texas Government Code Sections 551.071 Consultation with City Attorney, and 551.071 Personnel Matters and regarding Executive Session Agenda Items A – F, and Budget Agenda Items B and C. Council Member King seconded the motion which carried unanimously 5 to 0.

Executive Session Agenda

- A. Consultation with City Attorney regarding legal issues related to land use regulation including alcohol.**
- B. Consultation with City Attorney regarding legal issues related to the Headwaters Development Agreement.**
- C. Consultation with City Attorney regarding legal issues related to the Water Reclamation Project and regarding Easement Acquisition.**
- D. Consultation with City Attorney regarding legal issues related to the Dripping Springs Water Supply Corporation Retail Water Service.**

- E. **Deliberation of Personnel Matters regarding the employment, compensation, benefits and duties of City Administrator, Deputy City Administrator, Administrative Assistant to the City Administrators, Receptionist, Information Technology Coordinator, Communications Coordinator, Emergency Management Coordinator, City Secretary, Municipal Court Clerk, City Treasurer, Accounting Clerk, Billing Assistant, Parks and Community Services Director, Pool Manager, Seasonal Pool Lifeguards and Cashiers, Farmers Market Manager, Dripping Springs Ranch Park Manager, Dripping Springs Ranch Park Facility Coordinator, Dripping Springs Ranch Park Maintenance Workers Sheri Kapanka, Nick Spillar, and Sean Untersee, Dripping Springs Ranch Park Facility Attendant, Dripping Springs Ranch Park Maintenance Superintendent, Maintenance Director, Maintenance Workers Jim Bass, Adrian Lopez and Sesario Garza, Building Official, Utility Coordinator, Building Permit Technician, Planning Director, City Planner II, Planning Assistant, and Code Enforcement & Construction Inspector.**
- F. **Deliberation of Personnel Matters regarding the job descriptions, compensation, benefits, and employment of the Records Management Clerk, Accounts Receivable Clerk, Code Enforcement Inspector, Special Events and Programs Specialist, South Regional Water Reclamation Plant Maintenance Worker, Geographic Information Systems Analyst/Planner, and Public Works Coordinator.**

Budget Agenda Items

- B. **Presentation discussion regarding the City of Dripping Springs Fiscal Year 2020 Proposed Budget.**
- C. **Discuss and consider approval of the Proposed Tax Rate for the Fiscal Year 2020.**

The City Council met in Executive Session from 6:47 p.m. – 8:28 p.m.

Council Member Crow recused from Executive Session Agenda Item D, leaving the Executive Session. An affidavit is on file in the City Secretary’s Office.

No vote or action was taken in Executive Session. Mayor Purcell returned the meeting to Open Session at 8:29 p.m.

- C. **Discuss and consider approval of the Proposed Tax Rate for the Fiscal Year 2020.**

A motion was made by Mayor Pro Tem Foulds to set a proposed tax rate for Fiscal Year 2020 at \$0.19 per \$100 of assessed valuation. Council Member King seconded the motion which carried unanimously 5 to 0.

VII. EXECUTIVE SESSION

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

- A. **Consultation with City Attorney regarding legal issues related to land use regulation including alcohol.**
Consultation with City Attorney, 551.071
- B. **Consultation with City Attorney regarding legal issues related to the Headwaters Development Agreement.**
Consultation with Attorney, 551.071
- C. **Consultation with City Attorney regarding legal issues related to the Water Reclamation Project and regarding Easement Acquisition.**
Consultation with Attorney, 551.071
- D. **Consultation with City Attorney regarding legal issues related to the Dripping Springs Water Supply Corporation Retail Water Service.**
Consultation with City Attorney, 551.071
- E. **Deliberation of Personnel Matters regarding the employment, compensation, benefits and duties of City Administrator, Deputy City Administrator, Administrative Assistant to the City Administrators, Receptionist, Information Technology Coordinator, Communications Coordinator, Emergency Management Coordinator, City Secretary, Municipal Court Clerk, City Treasurer, Accounting Clerk, Billing Assistant, Parks and Community Services Director, Pool Manager, Seasonal Pool Lifeguards and Cashiers, Farmers Market Manager, Dripping Springs Ranch Park Manager, Dripping Springs Ranch Park Facility Coordinator, Dripping Springs Ranch Park Maintenance Workers Sheri Kapanka, Nick Spillar, and Sean Untersee, Dripping Springs Ranch Park Facility Attendant, Dripping Springs Ranch Park Maintenance Superintendent, Maintenance Director, Maintenance Workers Jim Bass, Adrian Lopez and Sesario Garza, Building Official, Utility Coordinator, Building Permit Technician, Planning Director, City Planner II, Planning Assistant, and Code Enforcement & Construction Inspector.**
Personnel Matters, 551.074
- F. **Deliberation of Personnel Matters regarding the job descriptions, compensation, benefits, and employment of the Records Management Clerk, Accounts Receivable Clerk, Code Enforcement Inspector, Special Events and Programs Specialist, South Regional Water Reclamation Plant Maintenance Worker, Geographic Information Systems Analyst/Planner, and Public Works Coordinator.**
Personnel Matters, 551.074

The City Council met in Executive Session earlier in the meeting.

VIII. UPCOMING MEETINGS

- A. **City Council & BOA Meetings**
September 10, 2019 at 6:00 p.m. (6:00 p.m. Workshop / 6:30 p.m. Regular Meeting)
September 17, 2019 at 6:00 p.m.
October 8, 2019 at 6:00 p.m. (6:00 p.m. Workshop / 6:30 p.m. Regular Meeting)
October 15, 2019 at 6:00 p.m.

B. Board, Commission & Committee Meetings

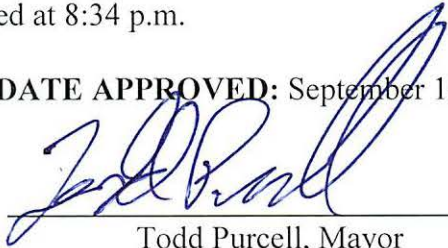
Transportation Committee, August 26, 2019 at 3:30 p.m.
Planning & Zoning Commission, August 27, 2019 at 6:30 p.m.
Economic Development Committee, August 28, 2019 at 4:00 p.m.
Parks & Recreation Commission, September 3, 2019 at 6:00 p.m.
Historic Preservation Commission, September 4, 2019 at 4:00 p.m.
TIRZ No. 1 & No. 2 Board, September 9, 2019 at 4:00 p.m.
Founders Day Commission, September 9, 2019 at 6:30 p.m.

IX. ADJOURN

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

This regular meeting adjourned at 8:34 p.m.

DATE APPROVED: September 10, 2019



Todd Purcell, Mayor

ATTEST:



Andrea Cunningham, City Secretary