



City Council & Board of Adjustment Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, April 02, 2024, 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

Parks & Community Services Director Andy Binz

DSRP Manager Emily Nelson

City Secretary Andrea Cunningham

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

PROCLAMATIONS & PRESENTATIONS

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

- 1.** Proclamation of the City of Dripping Springs proclaiming the Week of April 2-8, 2024, as "International Dark Sky Week". *Sponsor: Council Member Sherrie Parks*
- 2.** Proclamation of the City of Dripping Springs proclaiming the month of April 2024, as "Sexual Assault and Child Abuse Prevention and Awareness Month" in the City of Dripping Springs. *Sponsor: Mayor Bill Foulds, Jr.*

PRESENTATION OF CITIZENS

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

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 March 5, 2024, City Council regular meeting minutes.**
- 4. Approval of the March 19, 2024, City Council regular meeting minutes.**
- 5. Approval of an Ordinance amending Chapter 26, Appendix K, Article 3.6 Off Premise Signs.**
- 6. Approval of a Reauthorization of Interlocal Cooperation Contract (ICC) for the Failure to Appear Program with the Department of Public Safety of the State of Texas.**
- 7. Approval of an Ordinance for the involuntary release of three (3) properties from the Extraterritorial Jurisdiction.**
- 8. Approval of a Negotiated Advance Funding Agreement (AFA) with TxDOT for the Old Fitzhugh Transportation Alternative Set Aside (TASA) Grant Project.**

BUSINESS AGENDA

- 9. Discuss and consider approval of cancellation of the contract between Brightly and the City of Dripping Springs to provide software solutions for permitting, planning, and code enforcement. Sponsor: Council Member Geoffrey Tahuahua**

10. Discuss and consider approval of an Ordinance adopting regulations for the protection of the City Logo and City Seal and Prohibiting the Unauthorized Use thereof and related matters.

- a. Staff Report
- b. Public Hearing
- c. Ordinance

11. Discuss and consider approval of an updated Non-Profit Event Triangle Banner Program.

- a. Staff Report
- b. Public Hearing
- c. Program

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

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 related to TIRZ Priority Projects.** *Consultation with Attorney. 551.017; 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, Wastewater Fees, and related items.** *Consultation with Attorney, 551.071*
- 15. Consultation with City Attorney regarding the Landscape Ordinance.** *Consultation with Attorney, 551.071*
- 16. Deliberation on the appointment, employment, evaluation, and duties of the City Secretary.** *551.074, Personnel Matters*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

April 16, 2024, at 6:00 p.m. (CC)

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

May 21, 2024, at 6:00 p.m. (CC)

Board, Commission, & Committee Meetings

April 4, 2024, Historic Preservation Commission at 4:00 p.m.

April 4, 2024, Founders Day Commission at 6:30 p.m.

April 10, 2024, DSRP Board at 11:00 a.m.

April 15, 2024, TIRZ Board No. 1 & No. 2 at 4:00 p.m.

April 17, 2024, Parks & Recreation Commission at 6:00 p.m.

April 18, 2024, Farmers Market Committee at 10:00 a.m.

April 18, 2024, Emergency Management Committee at 12:00 p.m.

April 18, 2024, Utility Commission at 4:00 p.m.

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, on **March 29, 2024, at 1:45 p.m.***

Cathy Gieselman, Deputy 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.



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING THE WEEK OF APRIL 2-8, 2024, AS
“INTERNATIONAL DARK SKY WEEK”**

- WHEREAS,** the City of Dripping Springs was named the first International Dark Sky Community in Texas in 2014; and
- WHEREAS,** the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and
- WHEREAS,** light pollution has scientifically established economic and environmental consequences which result in significant impacts to the ecology and human health of all communities; and
- WHEREAS,** the City of Dripping Springs has shown exceptional dedication to the preservation of the night sky through the implementation and enforcement of a quality outdoor lighting ordinance, dark sky education, and citizen support of the dark skies; and
- WHEREAS,** DarkSky International recognizes April 2-8, 2024, as International Dark Sky Week; and
- WHEREAS,** DarkSky International is the globally recognized authority on light pollution and has created International Dark Sky Week to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection and enjoyment of dark skies and responsible outdoor lighting.

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

1. That the City of Dripping Springs honors and recognizes April 2-8, 2024, as International Dark Sky Week.
2. The City Council calls upon the citizens of Dripping Springs to observe this week and raise awareness and support for protecting our precious dark sky resources.

Bill Foulds, Jr., Mayor



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING APRIL 2024, AS**

“Child Abuse and Sexual Assault Awareness and Prevention Month”

WHEREAS, 6.3 million Texans have experienced some form of sexual assault in their lifetime and more than **63, 989** cases of child abuse and neglect were confirmed in Texas in 2023 resulting in 9,962 children in foster care in Texas and the death of 173 children in Texas in 2023; and

WHEREAS, 2 in 5 women and 1 in 5 men in Texas have been sexually assaulted in their lifetime affecting all races, ages, genders and economic situations, and 286 children were confirmed victims of abuse in Hays county in 2023; and

WHEREAS, the Hays-Caldwell Women’s Center provided direct services to **616** adult victims of sexual assault in Hays and Caldwell Counties last year; and

WHEREAS, representatives from Hays County Child Protective Board, Hays County District Attorney’s Office, Hays-Caldwell Women’s Center and Roxanne’s House, Greater San Marcos Youth Council, Texas Department of Family and Protective Services, Court Appointed Special Advocates (CASA), San Marcos, Buda and Kyle Police Departments, Hays County Sheriff’s Office, and Christus Santa Rosa- San Marcos have joined forces to provide preventive and supportive services to child victims and their families; and

WHEREAS, efforts to reduce child abuse and sexual assault can only be successful through citizen involvement, and the safety of the citizens of the City of Dripping Springs depends upon our actions to end child abuse and sexual assault; and

WHEREAS, the City of Dripping Springs is intolerant of sexual violence in any form and recognizes that education and awareness may prevent sexual assault and every child in Dripping Springs deserves to be safe, nurtured and supported in caring relationships.

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

1. That April 2024 shall be known as “Child Abuse and Sexual Assault Awareness and Prevention Month” in the City of Dripping Springs, Texas; and
2. That citizens of Dripping Springs are encouraged to work together to raise awareness and prevent child abuse and sexual assault in our community and beyond.

Mayor Bill Foulds, Jr.



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, TexasTexas

Tuesday, March 05, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr., called the meeting to order at 6:05 p.m.

City Council Members present were:

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 present were:

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 Andrea Cunningham
 IT Director Jason Weinstock
 People & Communications Director Lisa Sullivan
 Planning Director Tory Carpenter
 Parks & Community Services Director Andy Binz
 Community Events Coordinator Johnna Krantz
 Building Official Shane Pevehouse
 Planning & Zoning Commission Vice Chair Tammie Williamson
 Financial Advisor Chris Lane

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Manassian led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

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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.

The following individuals spoke regarding the Texas Department of Transportation plan for the Highway 290 Expansion and expressed their opposition to the plan citing: absence of public hearings and direct community communication and engagement, overall size and scope of project to large for the area, devastation to hill country views and scenery, issues with traffic density and high speed accidents, and loss of small town.

Yousif Seedhom

Kurt Swogger

Lauren Naylor

Eli del Angel

Lyle Shanley

Rae Ann Shanley

Eli Alford

Dennis Robles

David Henderson

Peter Silvester

Trish Ladan

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.

1. **Approval of the February 20, 2024, City Council regular meeting minutes.**
2. **Approval of Rate Increase from Bojorquez Law Firm, P.C. Sponsor: Mayor Bill Foulds, Jr.**
3. **Approval of a Resolution approving the Traffic Control Plan for Road Closures Related to the April 8, 2024 Total Eclipse. Sponsor: Council Member Sherrie Parks**

Filed as Resolution No. 2024-R05

4. **Approval of a Resolution finding that the Founders Day Parade Scheduled to be held on Friday, April 26, 2024, in and near the City, serves a Valid and Legitimate Public Purpose, and Authorizing the City's Support of and Cooperation with the Event and adopting the Founders Day Festival Traffic and Security Plan. Sponsor: Council Member Sherrie Parks**

Filed as Resolution No. 2024-R05

5. **Approval of a Founders Day Participation Agreement between the City of Dripping Springs and the Dripping Springs Lions Club regarding Food Vendors for the 2024 Founders Festival. Sponsor: Council Member Sherrie Parks**

6. **Approval of a Founders Day Participation Agreement between the City of Dripping Springs and the Dripping Springs Cook-Off Club regarding Cooker's Booths for the 2024 Founders Day Festival.** *Sponsor: Council Member Sherrie Parks*
7. **Approval of an Agreement between the Dripping Springs Independent School District, Dripping Springs Lions Club, and the City of Dripping Springs related to property use for the 2024 Founders Day Festival.** *Sponsor: Council Member Sherrie Parks*
8. **Approval of a Founders Day Participation Agreement between the City of Dripping Springs and St. Martin de Porres Catholic Church regarding Arts & Crafts Booths for the 2024 Founders Day Festival.** *Sponsor: Council Member Sherrie Parks*
9. **Approval of a Founders Day Participation Agreement between the City of Dripping Springs and the Dripping Springs Lions Club regarding the 2024 Founders Day Festival Carnival.** *Sponsor: Council Member Sherrie Parks*
10. **Approval of an Ordinance for the involuntary release of one (1) property from the Extraterritorial Jurisdiction.** *Applicant: Steve Zoerner*

Filed as Ordinance No. 2024-08

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 1 – 10. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

Council Member Crow recused from this item, stepping down from the dais and exiting the Council Chambers.

11. **Public hearing, discussion, and consideration of approval an Ordinance Authorizing the Issuance of City of Dripping Springs, Texas, Tax Note, Series 2024; Authorizing the Levy of an Ad Valorem Tax in Support of the Note; Authorizing Execution of an Investment Letter and Paying Agent/Registrar Agreement; Awarding the Sale of the Note; and Authorizing Other Matters Related to the Issuance of the Note.** *Sponsor: Mayor Bill Foulds, Jr.*

a. Staff Report – Shawn Cox and Chris Lane presented the staff report which is on file. Chris Lane clarified that Amegy is callable at any time and reviewed the received bids. Staff recommends awarding the bid to Amegy Bank.

b. Public Hearing – No one spoke during the Public Hearing.

c. Ordinance – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance Authorizing the Issuance of City of Dripping Springs, Texas, Tax Note, Series 2024; Authorizing the Levy of an Ad Valorem Tax in Support of the Note; Authorizing Execution of an Investment Letter and Paying Agent/Registrar Agreement; Awarding the Sale of the Note; and Authorizing Other Matters Related to the Issuance of the Note and working with Amegy Bank. Council Member King seconded the motion which carried 4 to 0 to 1, with Council Member Crow recused.

Filed as Ordinance No. 2024-09

Council Member Crow returned to the Council Chambers and took his seat at the dais.

- 12. Discuss and consider approval of an Appeal from Site Development Fees for property located in the City of Dripping Springs ETJ (extraterritorial jurisdiction).** *Applicant: Jarrett Halley, EI*

Tory Carpenter presented the staff report which is on file. Staff recommends approval of the appeal and direction on fees for site development in the ETJ.

A motion was made by Council Member Tahuahua to approve an Appeal from Site Development Fees for property located in the City of Dripping Springs ETJ (extraterritorial jurisdiction) for a twenty percent (20%) reduction in fees, with direction to staff to prepare an ordinance regarding separate ETJ and City Limit fees to include a twenty percent (20%) reduction for properties in the ETJ . Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

- 13. Public hearing, discussion, and consideration of approval of proposed amendments to the Standards of Care Ordinance, Chapter 16 Public Ways and Places, Article 16.02. Parks and Recreation, Division 3. Youth Programs' Standards of Care.** *Sponsor: Council Member Sherrie Parks*

a. Staff Report – Andy Binz presented the staff report which is on file. Staff recommends approval of the amendments.

b. Public Hearing – No one spoke during the Public Hearing.

c. Ordinance – A motion was made by Council Member Parks to approve proposed amendments to the Standards of Care Ordinance, Chapter 16 Public Ways and Places, Article 16.02. Parks and Recreation, Division 3. Youth Programs' Standards of Care. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2024-10

- 14. Discuss and consider approval of extending a Road Closure Agreement between the City of Dripping Springs and the Texas Department of Transportation for the 2024 Founders Day Festival.** *Sponsor: Council Member Sherrie Parks*

Johnna Krantz presented the staff report which his on file. Staff recommends approval of the agreement.

A motion was made by Council Member Parks to approve a Road Closure Agreement between the City of Dripping Springs and the Texas Department of Transportation for the 2024 Founders Day Festival. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

15. Discuss and consider approval of Award of Agreement from received bids for Founders Sidewalk Connectivity Project. *Sponsor: Council Member Wade King*

Shawn Cox presented the staff report which is on file. Staff recommends approval of DigDug for the project.

A motion was made by Mayor Pro Tem Manassian to approve Award of Agreement for Founders Sidewalk Connectivity Project to DigDug Construction, with authorization to staff to prepare a Professional Services Agreement and authorization to City Administrator to execute the agreement upon approval by the City Attorney. Council Member King seconded the motion which carried unanimously 5 to 0.

16. Public hearing, discussion, and consideration of approval of an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes. *Sponsor: Mayor Pro Tem Taline Manassian*

a. Staff Report – Laura Mueller presented the staff report which is on file and Planning & Zoning Commission Vice Chair Tammie Williamson was available for questions. Staff recommends approval of the ordinance.

b. Public Hearing – No one spoke during the Public Hearing.

c. Ordinance – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes, with the condition that staff inset corrections noted by Council Member Tahuahua regarding Root Zone, and that 5(a) should read seventy-five percent (75%) and radial distance should be removed. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2024-11

17. Public hearing, discussion, and consideration of approval of an Ordinance Approving a Master Sign Plan for Trailhead Market. *Applicant: Carrie Wood, Ion Art*

a. Applicant Presentation – Carrie Wood gave a presentation which is on file.

b. Staff Report – Shane Pevehouse presented the staff report which is on file. Staff recommends approval of the ordinance.

c. Public Hearing – No one spoke during the Public Hearing.

d. Ordinance – A motion was made by Council Member King to approve an Ordinance Approving a Master Sign Plan for Trailhead Market. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2024-12

18. Public hearing, discussion, and consideration of approval of an Ordinance Approving a Master Sign Plan for Cannon Ranch. *Applicant: Cynthia McCalmont, SEC Planning*

- a. Applicant Presentation** – Cynthia McCalmont gave a presentation which is on file.
- b. Staff Report** – Shane Pevehouse presented the staff report which is on file. Staff recommends approval of the ordinance, and the Parks & Recreation Commission also recommended approval.
- c. Public Hearing** – No one spoke during the Public Hearing.
- d. Ordinance** – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance Approving a Master Sign Plan for Cannon Ranch. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2024-13

19. Public Hearing, discussion, and consideration of a proposed amendment to the Fiscal Year 2024 Budget regarding the purchase of Holiday Decorations. *Sponsor: Mayor Bill Foulds, Jr.*

- a. Staff Report** – Shawn Cox presented the staff report which is on file. Staff recommends approval of the amendment.
- b. Public Hearing** – No one spoke during the Public Hearing.
- c. Ordinance** – A motion was made by Mayor Pro Tem Manassian to approve an amendment to the Fiscal Year 2024 Budget regarding the purchase of Holiday Decorations. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2024-14

20. Discuss and consider adoption of the City of the Dripping Springs Budget Calendar for Fiscal Year 2025. *Sponsor: Mayor Bill Foulds, Jr.*

Shawn Cox presented the staff report which is on file. Staff recommends approval of the budget calendar.

A motion was made by Mayor Pro Tem Manassian to approve the Dripping Springs Budget Calendar for Fiscal Year 2025. Council Member King seconded the motion which carried 4 to 1 to 0, with Council Member Tahuahua opposed.

21. Public hearing, discussion, and consideration of approval of an Ordinance amending Chapter 1, Section 1.02.045(a) City Council Boards and Commissions, and regarding Mayoral appointments to City of Dripping Springs Committees; and the Mayoral appointment of a City Council member and Chair to the Emergency Management Committee. *Council Member Geoffrey Tahuahua*

a. Staff Report – Andrea Cunningham presented the staff report which is on file. Staff recommends approval of the ordinance.

b. Public Hearing – No one spoke during the Public Hearing.

c. Ordinance

d. Appointment

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance amending Chapter 1, Section 1.02.045(a) City Council Boards and Commissions, and regarding Mayoral appointments to City of Dripping Springs Committees; and the appointment of a Council Member Tahuahua as the Chair of the Emergency Management Committee. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2024-15

A motion was made by Mayor Pro Tem Manassian to adjourn into Closed Session under Texas Government Code Sections 551.071, Consultation with Attorney and 551.072, Deliberation of Real Property, and regarding Closed Session Agenda Item 22. Council Member Crow seconded the motion which carried unanimously 5 to 0.

CLOSED SESSION

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

Council Member Crow recused from Closed Session, stepping off the dais and exiting the Council Chambers.

- 22. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items. Consultation with Attorney, 551.071**
- 23. Consultation with Attorney and Deliberation of Real Property regarding financing for the acquisition of public property. Consultation with Attorney, 551.071 and Deliberation Regarding Real Property, 551.072**

The City Council met in Closed Session from 7:51 p.m. – 8:11 p.m.

No vote or action was taken during Closed Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:11 p.m.

Council Member Crow did not return to the Council Chambers for the remainder of the meeting.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

March 19, 2024, at 6:00 p.m. (CC)

April 2, 2024, at 6:00 p.m. (CC & BOA)

April 16, 2024, at 6:00 p.m. (CC)

Board, Commission, & Committee Meetings

March 7, 2024, Historic Preservation Commission at 4:00 p.m.

March 11, 2024, Founders Day Commissioner at 6:30 p.m.

March 13, 2024, DSRP Board at 11:00 a.m.

March 18, 2024, TIRZ Board at 4:00 p.m.

March 20, 2024, Parks & Recreation Commission at 6:00 p.m.

March 21, 2024, Farmers Market Committee at 10:00 a.m.

March 21, 2024, Emergency Management Committee at 12:00 p.m.

March 21, 2024, Utility Commission at 4:00 p.m.

ADJOURN

A motion was made by Mayor Pro Tem Manassian to adjourn the meeting. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

This regular meeting adjourned at 8:11 p.m.

APPROVED ON: *April 2, 2024*

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, March 19, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

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

City Council Members present were:

Mayor Bill Foulds, Jr.
 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 absent was:

Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials present were:

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 Andrea Cunningham
 IT Director Jason Weinstock
 People & Communications Director Lisa Sullivan
 Planning Director Tory Carpenter
 Parks & Community Services Director Andy Binz
 Emergency Management Coordinator Roman Baligad
 Special Counsel David Tuckfield

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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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.

Tom Crawford, representing Vintage Soul, spoke regarding the lack of public restrooms on Mercer Street.

PROCLAMATIONS & PRESENTATIONS

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

- 1. Presentation of the National Society of the Daughters of the American Revolution Conservation Committee's Conservation Award to the City of Dripping Springs. Presenter: Gigi Sanchez, Regent, Sarah Pound Chapter**

Gigi Sanchez presented the award to the City Council and an additional award for Michelle Fischer recognizing her outstanding commitment to conservation and environmental awareness.

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 an Amendment to a Drainage Easement for Heritage Phase 2. Applicant: Adam Davis, Kimley Horn**
- 3. Acceptance of real property located on Mercer Street dedicated by Hays County to the City of Dripping Springs. Sponsor: Mayor Pro Tem Taline Manassian**
- 4. Approval of form and amount of City Treasurer's public official bond. Sponsor: Mayor Bill Foulds, Jr.**
- 5. Approval of the January 2024 Treasurer's Report.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 2 – 5. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

BUSINESS AGENDA

- 6. Applicant introductory presentation and possible Council Member appointment to the Development Agreement Working Group for the ATX RR12 Planned Development District request located at 26700 Ranch Road 12. Applicant: Joe Grasso, PE Doucet**

Jorge Canavati introduced the item and Joe Grasso gave a presentation which is on file.

Mayor Foulds Jr. appointed Mayor Pro Tem Manassian and Council Member Crow to the Development Agreement Working Group for the ATX RR12 Planned Development District request located at 26700 Ranch Road 12.

7. **Discuss and consider acceptance of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 18.1 acres in the Extraterritorial Jurisdiction located at 26160 Ranch Road 12. Applicant: Jon Thompson**

Tory Carpenter presented the staff report which is on file. Staff recommends approval of the petition.

A motion was made by Council Member Tahuahua to accept an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 18.1 acres in the Extraterritorial Jurisdiction located at 26160 Ranch Road 12. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

8. **Public hearing and consideration of approval of an Ordinance amending the Fee Schedule as it relates to Site Development Permits in the Extraterritorial Jurisdiction. Sponsor: Mayor Bill Foulds, Jr.**

a. **Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the ordinance.

b. **Public Hearing** – No one spoke during the Public Hearing.

c. **Ordinance** – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance amending the Fee Schedule as it relates to Site Development Permits in the Extraterritorial Jurisdiction. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2024-16

9. **Discuss and consider approval of an Amended and Restated Water Agreement with the West Travis County Public Utility Agency Sponsor: Mayor Bill Foulds**

Via unanimous consent, this item was moved for consideration to after the Closed Session.

10. **Discuss and consider a Wastewater Service and Impact Fee Agreement with 215 Old Fitzhugh Limited Partnership Sponsor: Mayor Bill Foulds, Jr.**

Ginger Faught presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Mayor Pro Tem Manassian to approve a Wastewater Service and Impact Fee Agreement with 215 Old Fitzhugh Limited Partnership. Council Member King seconded the motion which carried unanimously 4 to 0.

Via unanimous consent, the City Council heard Business Item 13 out of order, and concurrently with Business Item 11.

- 11. Discuss and consider approval of the bid from Southwest Monument & Sign and the authorization for the City Administrator to execute an agreement for the construction and installment of the Park System Signage Phase 2 signs.** *Sponsor: Council Member Wade King*

- 13. Public hearing, discussion, and consideration of approval of an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget.**

a. Staff Report – Andy Binz and Shawn Cox presented the staff reports which are on file. Staff recommends approval of the bid and execution of the agreement, and ordinance amending the budget.

b. Public Hearing – No one spoke during the Public Hearing.

A motion was made by Mayor Pro Tem Manassian to approve the bid from Southwest Monument & Sign and the authorization for the City Administrator to execute an agreement for the construction and installment of the Park System Signage Phase 2 signs, and approval of an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget subject to presentation of item at the March 20, 2024, Parks & Recreation Commission regular meeting and their support. Council Member King seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2024-16

- 12. Discuss and consider approval of a Declaration of Disaster related to the April 8, 2024 Total Solar Eclipse.** *Sponsor: Mayor Bill Foulds, Jr.*

Laura Mueller presented the staff report which is on file. Staff recommends approval of the declaration.

A motion was made by Council Member Tahuahua to approve a Declaration of Disaster related to the April 8, 2024, Total Solar Eclipse. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

Filed as Declaration No. 2024-D01

- 13. Public hearing, discussion, and consideration of approval of an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget.**

This item was considered earlier in the agenda.

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.

- 14. Planning Department Report**

A motion was made by Mayor Pro Tem Manassian to adjourn into Closed Session under Texas Government Code Section 551.071, Consultation with City Attorney, and regarding Closed Session Agenda Item 15 and Business Agenda Item 9. Council Member Crow seconded the motion which carried unanimously 4 to 0.

CLOSED SESSION

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

Council Member Crow recused from Closed Session regarding Business Agenda Item 9, stepping off the dais and exiting the Council Chambers.

- 15. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items.** *Consultation with Attorney, 551.071*
- 9. Discuss and consider approval of an Amended and Restated Water Agreement with the West Travis County Public Utility Agency.** *Sponsor: Mayor Bill Foulds*

The City Council met in Closed Session from 6:33 p.m. – 7:09 p.m.

No vote or action was taken during Closed Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:09 p.m.

Council Member Crow did not return to the Council Chambers for the remainder of the meeting.

OPEN SESSION

The City Council returned to Business Agenda Item 9 for consideration.

- 9. Discuss and consider approval of an Amended and Restated Water Agreement with the West Travis County Public Utility Agency.** *Sponsor: Mayor Bill Foulds*

A motion was made by Mayor Pro Tem Manassian to approve an Amended and Restated Water Agreement with the West Travis County Public Utility Agency with additional revisions discussed in Closed Session, and that the City Council allows Mayor Foulds and the Deputy City Administrator to make changes prior to execution if that is helpful. Council Member Tahuahua seconded the motion which carried unanimously 3 to 0.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

April 2, 2024, at 6:00 p.m. (CC & BOA)

April 16, 2024, at 6:00 p.m. (CC)

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

May 21, 2024, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

March 20, 2024, Parks & Recreation Commission at 6:00 p.m.

March 21, 2024, Farmers Market Committee at 10:00 a.m.

March 21, 2024, Emergency Management Committee at 12:00 p.m.

March 21, 2024, Utility Commission at 4:00 p.m.

March 25, 2024, Transportation Committee at 3:30 p.m.

March 25, 2024, Founders Day Commission at 6:30 p.m.

March 26, 2024, Planning & Zoning Commission at 6:00 p.m.

March 27, 2024, Economic Development Committee at 4:00 p.m.

April 4, 2024, Historic Preservation Commission at 4:00 p.m.

ADJOURN

A motion was made by Mayor Pro Tem Manassian to adjourn the meeting. Council Member Tahuahua seconded the motion which carried unanimously 3 to 0.

This regular meeting adjourned at 7:11 p.m.

APPROVED ON: *April 2, 2024*

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Shane Pevehouse, Building Official; Aniz Alani, Deputy City Attorney

Council Meeting Date: April 2, 2024

Agenda Item Wording: **Approval of an Ordinance amending Chapter 26, Appendix K, Article 3.6 Off Premise Signs.**

Summary/Background: *Amendment*

This amendment clarifies the Cannon Ranch Master Sign Plan approved March 5, 2024, applying the same temporal limit for the placement of both Off-Premise Signs approved in Article 3.66 of the Master Sign Plan.

Section 3.6.6 currently includes a temporal limit for the Builder's logo on the Founders Park Replacement Monument but omits the intended temporal limit described in the staff presentation applicable to the Off-Premise Sign approved for placement at Lone Peak Way at Highway 290. The proposed amendment extends the same temporal limit applicable to the Builder's logo to the Lone Peak Way at Highway 290 sign.

If approved, both the builder's logo and Lone Peak Way at Highway 290 sign would be removed after 5 years from the date of the Master Sign Plan ordinance, subject to extension by the Building Official for two-year terms if the houses within the subdivision are still being built and the sales office is still open. The extension will not extend past one year of the last issued building permit following provision of wastewater to all lots in the subdivision.

**Recommended
Council Actions:**

Staff recommends approval of the Ordinance amending Section 3.66.

Attachments: 1. Ordinance amendment code section
Attachment “A”, redlined code section

Next Steps/Schedule: Submit ordinance for publication and codification.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-___

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING THE CITY OF DRIPPING SPRINGS SIGN ORDINANCE, CHAPTER 26, APPENDIX “K”, OF THE DRIPPING SPRINGS CODE OF ORDINANCES; ARTICLE 3.6. OFF-PREMISE SIGNS; EXTENDING THE TEMPORAL LIMITATION ON THE PLACEMENT OF OFF-PREMISE SIGNS AT THE CANNON RANCH SUBDIVISION TO THE OFF-PREMISE SIGN TO BE LOCATED AT LONE PEAK WAY AT HIGHWAY 290.

- WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to promote uniform regulations and specifications for signs throughout the city limits and extraterritorial jurisdiction in order to uphold and further the intent and purposes of the City’s Sign Ordinance; and
- WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code, the City has the general authority to regulate the use of land and construction of buildings; and
- WHEREAS**, pursuant to Chapter 216 of the Texas Local Government Code, the City has the specific authority to regulate signs; and
- WHEREAS**, the owners of the property more fully described in Attachment A to Appendix “K” of the City’s Sign Ordinance (the “Property”), have asked for, and the City Council approved, a series of approvals for signage as part of the development of the Cannon Ranch subdivision (the “Cannon Ranch Master Sign Plan”); and
- WHEREAS**, the City Council approved the placement of two off-premise signs as described in Exhibit D-4 to the Cannon Ranch Master Sign Plan; and
- WHEREAS**, the Cannon Ranch Master Sign Plan omitted reference to the temporal limit intended to apply to the Off-Premise sign approved for placement at Lone Peak Way at Highway 290 and described in the accompanying presentation of the Cannon Ranch Master Sign Plan; 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 clarifying the temporal limit for the Off-Premise sign approved for placement at Lone Peak Way

at Highway 290 within the Cannon Ranch Master Sign Plan.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 26, Appendix “K”, Attachment “A”, Article 3.6 of the City of Dripping Springs Code of Ordinances is hereby established so to read in accordance with *Attachment “A”*, and all exhibits, which are attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated in *Attachment “A”*.

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. 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 of caption.

7. PROPER NOTICE & MEETING

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

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

PASSED & APPROVED this, the ___ day of _____, 2024, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds, Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

3.6 Off-Premise Signs

3.6.1 Owner may erect up to two (2) Off-Premise Signs at the approximate location shown in *Exhibit D*, with a written agreement from the property owner and any co-tenant who shares the sign, if any. These include the following locations.

- i. Founders Park Replacement Monument at Ranch Road 12
- ii. Lone Peak Way at Hwy 290

3.6.2 Building Materials: The Off-Premise Signs shall include all or a combination of the following materials:

- i. Founders Park Replacement Monument: Materials and structure shall be modeled from current and approved City of Dripping Springs parks and community services signs.
- ii. Lone Peak Way at Highway 290 shall include all or a combination of the following materials: Wood posts & framing, flatbed, direct print graphics onto a MDO with gloss lamination.

3.6.3 Dimensions: Off-Premise Signs sizes shall be as follows:

- i. Founders Park Replacement Monument: The structure size shall be modeled from current and approved parks and community services signs.
- ii. Lone Peak Way at Hwy 290 sign will be up to 4'-6" wide and 6'-0" in height.

3.6.4 Text Dimensions: The text on the signs will be as follows:

- i. Founders Park Replacement Monument: The text size shall be modeled from current and approved parks and community services signs.
- ii. Lone Peak Way at Highway 290: The text on the Off-Premise Sign will be up to 3'-6" wide and 5'-0" in height. Total sign area allowed is twenty-seven (27) square feet, as shown on *Exhibit D-4*

3.6.5 Signs subject to this Off-Premise Sign section shall **NOT** be illuminated.

3.6.6 The Builder's logo on the Founders Park Replacement Monument and the Lone Peak Way at Hwy 290 sign shall be removed after five (5) years from date of this ordinance. The date for removal may be extended by the Building Official for two-year terms if the houses within the subdivision are still being built and the sales office is still open, which extension shall not be unreasonably withheld. The extension shall not extend past one year of the last issued building permit following the provision of wastewater to all lots.



DRIPPING SPRINGS
Texas

Cannon Ranch Master Sign Plan

Cannon Ranch Master Sign Plan



Site Details

<p>Zoning: PDD-12 Single Family - 3</p>	<p>Phase I improvements accepted. Model home foundations have been poured. 15 permits active in MGO.</p>	<p>Located Northeast of Highway 290 and Ranch Road 12 intersection and surrounded by a mix of residential and commercial.</p>
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Cannon Ranch Master Sign Plan



Ashton Woods is proposing a Master Sign Plan for Cannon Ranch.

The project includes 2 flag poles and 23 total signs, 15 of which are temporary

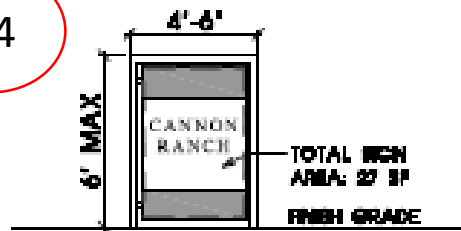
The Master Sign Plan includes variances for the following:

26.01.005 Authorized signs without a separate permit – (13) Directional signs - (requesting additional height and signable area)

26.02.001 Residential Districts – (1)(a)(i) Monument sign (large) – (requesting additional height for one, additional signable area for three, and location for one)

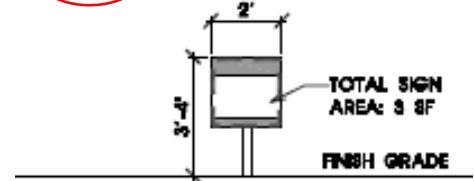
Proposed temporary signs and flag poles

X4



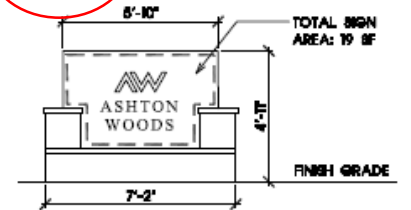
(A) TEMPORARY SIGN
MARKETING

X3



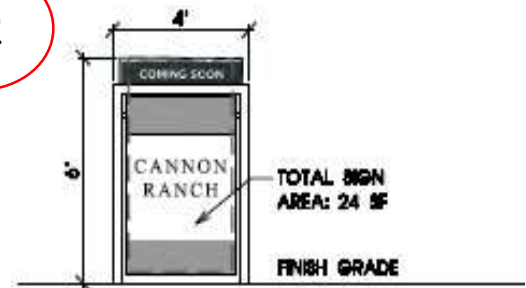
(A) TEMPORARY SIGN
MODEL I.D.

X2



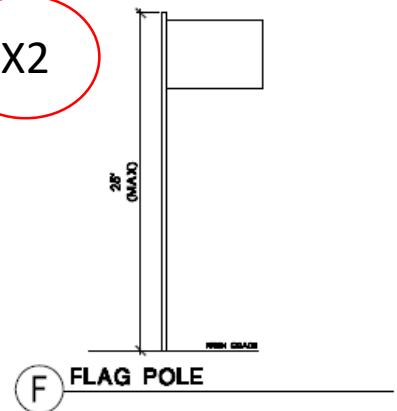
(A) TEMPORARY SIGN
MODEL MONUMENT

X2



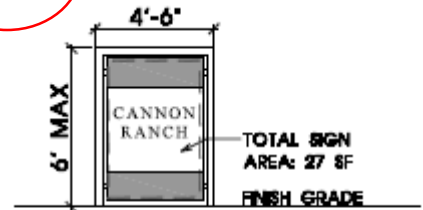
(A) TEMPORARY SIGN
MODEL COMING SOON

X2



(F) FLAG POLE

X1



(E) OFF PREMISES SIGN
LONE PEAK WAY

Cannon Ranch Master Sign Plan

Variance Criteria

1.	Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.
2.	Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.
3.	Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting.
4.	Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.
5.	The sign and its supporting structure is in architectural harmony with the surrounding structures.

Cannon Ranch Master Sign Plan



Variance Criteria

6.	Mitigation measures related to the sign in question or other signs on the same premises. to the sign in question or other signs on the same premises.
7.	Demonstrated and documented correlation between the variance and protecting the public health and safety.
8.	The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance when the responsible party is submitting/obtaining a plat, planned unit development, development agreement, or site plan.
9.	Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a master sign plan and considered in the course of a comprehensive review of the entire project's signage.
10.	The sign administrator may authorize the remodeling, renovation, or alteration of a sign when some nonconforming aspect of the sign is thereby reduced.

Cannon Ranch Master Sign Plan



Staff Recommendation

Staff recommends approval of the Master Sign Plan

Parks and Recreation Commission recommends approval of the Founders Memorial Park sign with Cannon Ranch logo

Cannon Ranch Master Sign Plan



CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-___

MASTER SIGN PLAN *for* CANNON RANCH SUBDIVISION

AN ORDINANCE ENACTING CHAPTER 26, APPENDIX “C”, OF THE DRIPPING SPRINGS CODE OF ORDINANCES; ESTABLISHING REGULATIONS FOR A MASTER SIGN PLAN FOR A PORTION OF THE CANNON RANCH SUBDIVISION; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; AND FINDINGS OF FACT; CODIFICATION; REPEALER; SEVERABILITY; PROPER NOTICE AND MEETING; ENFORCEMENT INCLUDING CRIMINAL PENALTIES INCLUDING CRIMINAL FINES NOT TO EXCEED \$500.00 AND CIVIL FINES OF UP TO \$500.00

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote uniform regulations and specifications for signs throughout the city limits and extraterritorial jurisdiction in order to uphold and further the intent and purposes of the City’s Sign Ordinance; and

WHEREAS, the owners of the property more fully described in Attachment A (the “Property”), have asked for a series of approvals for signage as part of the development of the subdivision; and

WHEREAS, the City Council finds there are special and unique hardships present on the site due to the size, shape and topography of the property, its distance from Ranch Road 12 and U.S. Highway 290, and the interference with lines of sight posed by adjacent properties; and

WHEREAS, the City Council concludes that the proposed sign locations, configurations, design, materials, and colors are harmonious with the hill country setting; and

WHEREAS, the City Council finds that approval of this Master Sign Plan is reasonable and more efficient than individual consideration and approval of particular variances; and

WHEREAS, the intent of this Ordinance is to provide for consistent and compatible signage for the Property, in order to provide a uniform look and feel throughout the subdivision that is appropriate for the subdivision’s location in the city limits; and

WHEREAS, the City Council has determined that the standards and specifications set forth in this Ordinance are consistent with the intent of the City’s Sign Ordinance, and spirit of the City’s Comprehensive Plan; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general

authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the general authority to regulate the use of land and construction of buildings; and

WHEREAS, pursuant to Chapter 216 of the Texas Local Government Code, the City has the specific authority to regulate signs; 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 approving the Master Sign Plan for the CANNON RANCH Subdivision.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 26, Appendix “C” of the City of Dripping Springs Code of Ordinances is hereby established so to read in accordance with *Attachment “A”*, and all exhibits, which are attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated in *Attachment A*.

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. 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 of caption.

7. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds, Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

City of Dripping Springs

CODE OF ORDINANCES

CHAPTER 26: SIGNS

APPENDIX “_____”:

**MASTER SIGN PLAN FOR THE CANNON RANCH
SUBDIVISION**

SECTION 1. ENACTMENT PROVISIONS

1.1 Popular Name

This Appendix to Chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the “Master Sign Plan for the Cannon Ranch Subdivision.”

1.2 Purpose

This Appendix provides standards for consistent and compatible signage for the complex as a whole, and signage utilized by individual tenants, in order to provide a uniform look and feel throughout the complex that is appropriate for the complex’s location in the city limits.

1.3 Scope

1.3.1 This Appendix applies to all property at CANNON RANCH, that being a 96.83 Acre tract of land out of the Philip A. Smith survey number 26, Abstract Number 415, and the C.H. Malott Survey, abstract number 693, Hays county, Texas, said tract being out of that called 209.697 acre tract conveyed in a deed to Cannon Family, LTD, as recorded in Volume 1619, page 313 of the Official Public Records of Hays County, Texas [O.P.R.H.C.T], also being out of a called 58.000 acre tract described in a deed to Oryx Cannon 58 LLC., recorded in document number 20023358 [O.P.R.H.C.T]

1.3.2 This appendix applies to the owner, builder within the subdivision, and to any individual Tenant occupying the Property at Cannon Ranch. Owner shall provide each Tenant or Builder with a copy of this Appendix. The Owner, Builder, and any Tenants are Responsible Parties under Chapter 26 for purposes of Enforcement of this Appendix and Chapter 26.

1.4 Applicability

1.4.1 The standards set forth in this Appendix, along with the illustrations identified as *Exhibit D*, which are included herein for all intents and purposes, shall govern the signage erected on the Property.

1.4.2 Permit applications for signs proposed to be erected and maintained at the Property at Cannon Ranch shall be evaluated for compliance with the standards set forth in this Appendix, Chapter 26 (Signs), Chapter 24-Article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.3 Variance applications for signs proposed to be erected at the Property at Cannon Ranch shall be evaluated in accordance with the standards set forth in this Appendix, Chapter 26 (generally), Chapter 24-Article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.4 If the standards in this Appendix conflict with specific provisions of Chapter 26, this Appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this Appendix.

1.5 Administration

1.5.1 Sign permit applications under this Appendix are subject to the general rules and procedures for sign permits set forth in Chapter 26.

1.5.2 Sign permit applications must include the written consent of the Owner stating that the Owner has reviewed the specifications of the proposed sign and supports the permit application.

SECTION 2. DEFINITIONS

2.1 Rules of Interpretation

Words and phrases used in this Appendix shall have the meanings set forth in this section. Terms that are not defined below, but are defined in Chapter 26 of the Code of Ordinances, or elsewhere in the Code, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and *vice versa*); and words in the masculine gender shall include the feminine gender (and *vice versa*). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

2.2 Specific Terminology

City: the City of Dripping Springs, an incorporated municipality located in Hays County, Texas.

Owner: the person who owns property at Cannon Ranch, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this Appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: a human individual, agency, association, business, corporation, partnership or sole proprietorship.

Tenant: a person with a leasehold interest in a designated unit within the Property at Cannon Ranch. Subtenants shall not be treated as separate Tenants for purposes of calculating the maximum allowable signage under this Appendix.

SECTION 3. PROPERTY SIGNAGE

3.1 General Consistency

- 3.1.1 Architectural.** All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.
- 3.1.2 Renderings.** All signs and supporting structures shall be designed in accordance with the drawings included herein as ***Exhibit D.***
- 3.1.3 Logos.** Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.
- 3.1.4 Static.** Signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

3.2 Temporary Sign

- 3.2.1** Owner may erect up to eleven (11) Temporary Signs at the approximate location shown in *Exhibit D.* These include the following.
- i. Marketing Signs
 - ii. Model Coming Soon Sign
 - iii. Model I.D. Sign
 - iv. Model Monument Sign
- 3.2.2** Up to eleven (11) Temporary sign locations are permitted, as shown on *Exhibit D.* The locations will correspond to the phasing of construction and will be removed once the phase associated with their construction is complete and all phase lots are sold. Marketing Signs (Identified as A-1; A-2; A-7; and A-11.) shall be removed prior to the completion of the associated phase if a permanent secondary sign is provided in the same area.
- 3.2.3** Building Materials: The Temporary signs shall include all or a combination of the following materials: A base comprised of rock masonry, stained/painted wood posts & framing and, Flatbed, E-Panel, MDO (Medium Density Overlay) plywood, polymer, metal for the monument background panel, and a lettering and/or logos comprised of direct print graphics with gloss lamination.

- 3.2.4** Dimensions: Temporary sign sizes shall be as follows:
- i. Marketing Signs shall not exceed 4'-6" wide and 6'-0" in height.
 - ii. Model Coming Soon Sign shall not exceed 4'-0" wide and 6'-0" in height.
 - iii. Model I.D. Signs shall not exceed forty inches (40") height and two feet (2'-0") in width.
 - iv. Model Monument Sign shall not exceed five feet (5'-0") in height and seven 7'-2" in width.
- 3.2.5** Text Dimensions: The sign area on the Temporary signs shall be as follows:
- i. Marketing sign area shall not exceed twenty-seven (27) square feet, as shown on *Exhibit D-1*
 - ii. Model Coming Soon sign area shall not exceed 4'-0" wide and 6'-0" in height. Total sign area allowed is twenty-four (24) square feet, as shown on as shown on *Exhibit D-2.*
 - iii. Model I.D. sign area shall not exceed three (3) square feet, as shown on as shown on *Exhibit D-1.*
 - iv. Model Monument sign area shall not exceed nineteen (19) square feet, as shown on *Exhibit D-2.*
- 3.2.6** Signs subject to this section shall **NOT** be illuminated.
- 3.2.7** A construction/marketing temporary sign permitted under this Temporary Sign subsection must be removed when the final phase of subdivision construction is complete. Model coming soon sign shall be removed upon completion of the model monument sign. Model monument sign and model ID sign shall be removed before the builder can request the final Certificate of Occupancy for the buyer.

3.3 Primary Community Entry Sign

- 3.3.1** Owner may erect one (1) Primary Community Entry Sign at the approximate location shown in *Exhibit D.*
- 3.3.2** Building Materials:
The Primary Community Entry Sign shall consist of all or a few of the following materials: A base retaining wall comprised of stone masonry, painted metal for the sign cabinet, and painted metal lettering and/or logos comprised of painted metal/Acrylic Accents. The accent tower shall be comprised of stone and/or masonry with painted metal accents embedded into the veneer. Painted metal beams for the decorative top.
- 3.3.3** Dimensions: The maximum height for the Primary Community Entry Sign cabinet shall not exceed eight (8'-0") feet and the maximum height of the accent tower shall not exceed fifteen (15'-0") feet, both heights measured from final finish grade per

the landscape improvement plans. The maximum overall length of the sign shall not exceed thirty-six (36') feet, as shown in *Exhibit D-2*.

3.3.4 Text Dimension: The “CANNON RANCH” text will be up thirty-two (32) square feet, as shown in *Exhibit D-2*.

3.3.5 Signs subject to this section may be illuminated, subject to Chapter 24-Article 24.06 (Lighting).

3.4 Secondary Community Entry Sign

3.4.1 Owner may erect two (2) Secondary Community Entry Sign at the approximate location shown in *Exhibit D*. These include the following.

- i. Neighborhood Entry
- ii. Secondary Community Entry

3.4.2 Building Materials: The Secondary Community Entry Signs shall include all or a combination of the following materials: A base wall and column comprised of stone masonry and decorative metal with painted metal for the sign cabinet and accent boxes, and lettering and/or logos comprised of painted metal and acrylic accents.

3.4.3 Dimensions: The maximum size for the Secondary Community Entry Signs shall be as follows:

- i. Neighborhood Entry shall not exceed six feet (6'-0") from final finish grade, per the landscape improvement plans. The maximum length for the Neighborhood Signs shall not exceed thirteen feet (13'-0") as shown in *Exhibit D-3*.
- ii. Community Entry shall not exceed eight foot-six inches (6'-0") from final finish grade, per the landscape improvement plans. The maximum length for Secondary Community Entry Sign shall not exceed twenty-six feet & four inches (26'-4"), As shown in *Exhibit D-3*.

3.4.4 Text Dimension: “CANNON RANCH” will be as follows:

- i. Neighborhood Entry shall not exceed thirty-two (32) square feet, as shown in *Exhibit D-3*.
- ii. Community Entry shall not exceed thirty-two (32) square feet, as shown in *Exhibit D-3*.

3.4.5 Signs subject to this section may be illuminated, subject to Chapter 24-Article 24.06 (Lighting)

3.5 Directional Signs

- 3.5.1** Owner may erect up to seven (7) Directional Signs at the approximate location shown in *Exhibit D*. These include the following.
- i. Vehicular Signs
 - ii. Trailhead Signs
- 3.5.2** Building Materials: The Directional Signs shall include all or a combination of the following materials: A metal frame and a metal panel with a vinyl or acrylic trail/roadway map and/or metal or vinyl lettering and/or logos.
- 3.5.3** Dimensions: Directional Signs sizes will be as follows:
- i. Vehicular Signs shall not exceed 3'-8" wide and 6'-0" in height.
 - ii. Trailhead Signs shall not exceed 3'-8" wide and 6'-0" in height.
- 3.5.4** Text Dimensions: The text on the Sign will be as follows:
- i. Vehicular Signs shall not exceed 2'-9" wide and 4'-8" in height. Total sign area allowed is thirteen (13) square feet, as shown on *Exhibit D-3*.
 - ii. Trailhead Signs shall not exceed 2'-9" wide and 4'-8" in height. Total sign area allowed is thirteen (13) square feet, as shown on *Exhibit D-4*.
- 3.5.5** Sign subject to this Directional Sign subsection shall **NOT** be illuminated.

3.6 Off-Premise Signs

- 3.6.1** Owner may erect up to two (2) Off-Premise Signs at the approximate location shown in *Exhibit D*, with a written agreement from the property owner and any co-tenant who shares the sign, if any. These include the following locations.
- i. Founders Park Replacement Monument at Ranch Road 12
 - ii. Lone Peak Way at Hwy 290
- 3.6.2** Building Materials: The Off-Premise Signs shall include all or a combination of the following materials:
- i. Founders Park Replacement Monument: Materials and structure shall be modeled from current and approved City of Dripping Springs parks and community services signs.
 - ii. Lone Peak Way at Highway 290 shall include all or a combination of the following materials: Wood posts & framing, flatbed, direct print graphics onto a MDO with gloss lamination.
- 3.6.3** Dimensions: Off-Premise Signs sizes shall be as follows:
- i. Founders Park Replacement Monument: The structure size shall be modeled from current and approved parks and community services signs.
 - ii. Lone Peak Way at Hwy 290 sign will be up to 4'-6" wide and 6'-0" in height.

- 3.6.4** Text Dimensions: The text on the signs will be as follows:
- i. Founders Park Replacement Monument: The text size shall be modeled from current and approved parks and community services signs.
 - ii. Lone Peak Way at Highway 290: The text on the Off-Premise Sign will be up to 3'-6" wide and 5'-0" in height. Total sign area allowed is twenty-seven (27) square feet, as shown on *Exhibit D-4*
- 3.6.5** Signs subject to this Off-Premise Sign section shall **NOT** be illuminated.
- 3.6.6** The Builder's logo on the Founders Park Replacement Monument shall be removed after five (5) years from date of this ordinance. The date for removal may be extended by the Building Official for two-year terms if the houses within the subdivision are still being built and the sales office is still open, which extension shall not be unreasonably withheld. The extension shall not extend past one year of the last issued building permit following the provision of wastewater to all lots.

SECTION 4. PROHIBITION

It is an offense for any person to erect, install or place signage at CANNON RANCH Subdivision in violation of this Appendix.

SECTION 5. ENFORCEMENT

5.1 Civil & Criminal Penalties

The City shall have the power to administer and enforce the provisions of this Appendix as may be required by governing law. Any person violating any provision of this Appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Appendix is hereby declared to be a nuisance.

5.2 Offense

(a) A person who violates, causes, allows or permits a violation a section of this Appendix or Chapter 26 of the code of ordinances designated as an offense commits a misdemeanor punishable by a fine not exceeding \$500.00.

(b) Each violation of this Appendix or Chapter 26 designated as an offense constitutes a separate offense.

(c) No culpable mental state is required to prove an offense under this Appendix or Chapter 26 if the offense involves:

- (1) placement of a sign in the right-of-way;
- (2) placement of a sign in another person's property without the person's permission;
- (3) placement of a sign that encumbers access to a person's property or encumbers use of a street, sidewalk, trail, path, or driveway.

5.3 Civil Remedies

Nothing in this Appendix or Chapter 26 shall be construed as a waiver of the City's right

to bring a civil action to enforce the provisions of this Appendix or Chapter 26 and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates this Appendix or Chapter 26 or to require specific conduct that is necessary for compliance with this Appendix or Chapter 26, including removal of signs that violate this Appendix or Chapter 26 at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of this Appendix or Chapter 26 and after receiving notice committed acts in violation of this Appendix or Chapter 26 or failed to take action necessary for compliance with this Appendix or Chapter 26; and other available relief; and
- (3) An impoundment fee may be charged to recover a sign that has been impounded based on the current city fee schedule.
- (4) In the event work is not being performed in accordance with this Appendix or Chapter 26, the City shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas
County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. **Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*	Department of Public Safety
_____	_____
Authorized Signatory	Driver License Division Chief or Designee

Title	

Date	Date
_____	_____

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.dps.texas.gov



Item # 6.

Received

FEB 05 2024

STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

City of Dripping Springs

January 29, 2024

DRIPPING SPRINGS MUNICIPAL COURT
PO BOX 384
DRIPPING SPRINGS, TX 78620

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

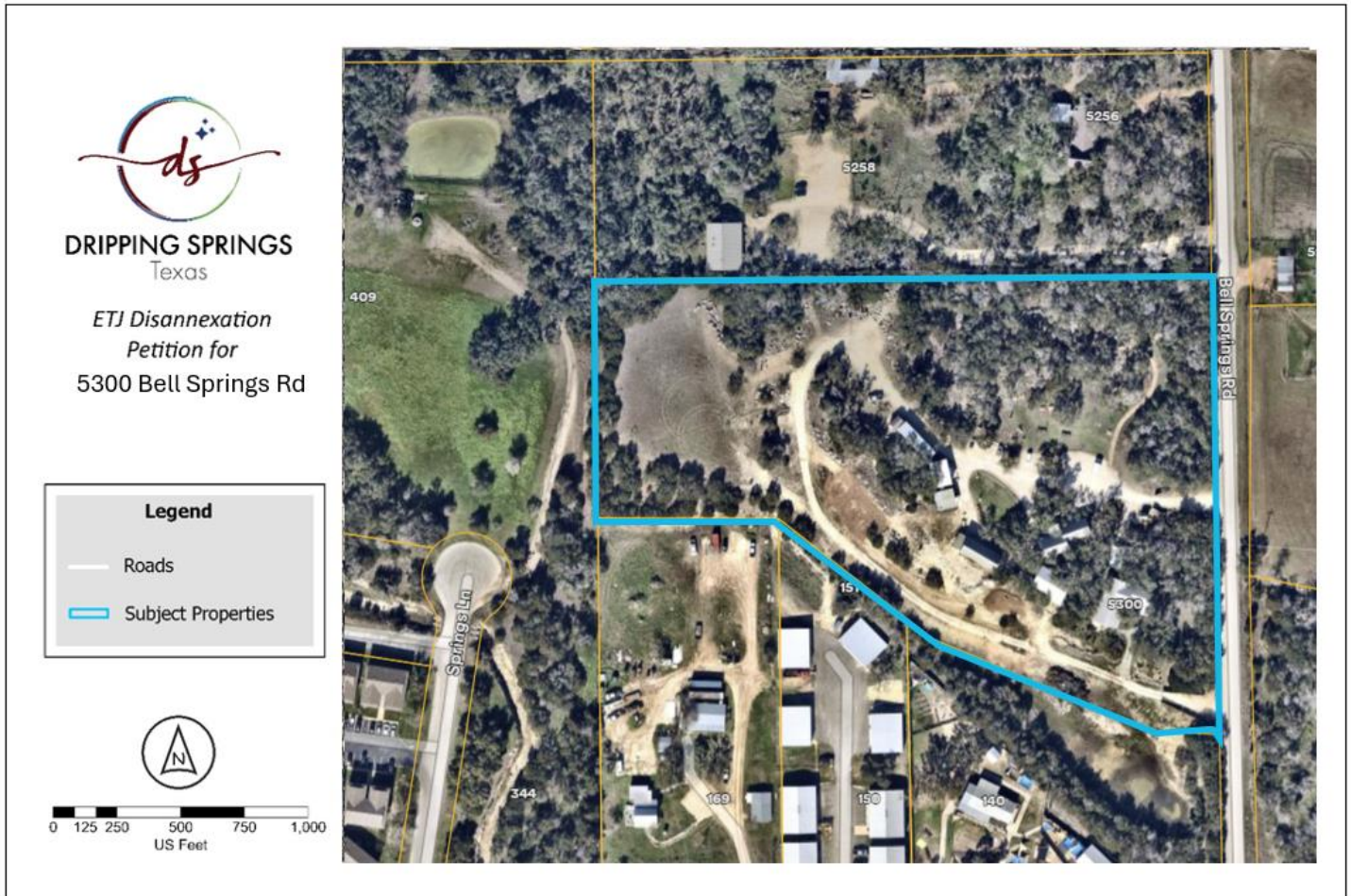
It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2024-0004	Hoggatt	N/A	5300 Bell Springs Rd	9.41 Acres

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

February 3, 2024

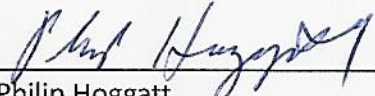
City of Dripping Springs
PO Box 384
Dripping Springs, Texas 78620

To Whom It May Concern:

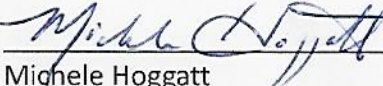
Pursuant to the effective date of SB 2038 (2023), please consider this my request to have my property, identified as follows, removed from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ) as my property was involuntarily annexed into the ETJ when the City incorporated, and my property fell within the 1/2 mile statutory ETJ. I am not served by any City utilities nor is my property a part of any development agreement.

My property is located at 5300 Bell Springs Road, Dripping Springs, Texas 78620, and is also known by its legal description Benjamin F Hanna Survey, Abs 222, 9.39 acres, Hays County, Texas. The HaysCAD Property ID # is R15086.

Please find attached to this letter a copy of my survey and deed. This property is owned by Philip and Michele Hoggatt; the mailing address of record is 5300 Bell Springs Road, Dripping Springs, Texas 78620.


Philip Hoggatt

2/3/2024
Date


Michele Hoggatt

2/3/2024
Date

Philip Hoggatt
Date of Birth: 06/27/56
VoterID # 1001252986

Michele Hoggatt
Date of Birth: 11/18/55
Voter ID # 1001252972

SOUTHWEST LAND SURVEYORS

26800 Ranch Road 12, Dripping Springs, Texas 78620
(512) 894-0197

STATE OF TEXAS
COUNTY OF HAYS

9.41 ACRE TRACT
B.F. HANNA LEAGUE; A-222

BEING A 9.41 ACRE TRACT OF LAND OUT OF THE B.F. HANNA LEAGUE, A-222, HAYS COUNTY, TEXAS, SAID 9.41 ACRE TRACT BEING A PORTION OF THAT CERTAIN TRACT OF LAND CALLED TO BE 11.39 ACRES CONVEYED TO BERNELL P. BUDD AND WIFE, MARY B. BUDD, BY WARRANTY DEED RECORDED IN VOLUME 329, PAGE 117, DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 9.41 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a one inch iron pipe found at the West right of way intersection of Bell Springs Road (Hays County Road No. 169), with the North right of way of Russell Lane (50 foot road easement), Thence N 00°18'52" W, with the West right of way of Bell Springs Road, a distance of 100.15 feet to a 1/2 inch iron rod found for the Northeast corner of a 1.94 acre tract conveyed to Bernell P. Budd and Mary B. Budd in Volume 388, Page 248, Deed Records of Hays County, Texas, said iron rod being the Southeast corner of the herein described tract and the POINT OF BEGINNING;

THENCE with the North line of said Budd 1.94 acre tract, and said South line of the herein described tract S 89°23'39" W, a distance of 99.27 feet to a 1/2 inch iron found, for an angle point herein;

THENCE continuing with said North line of Budd 1.94 acre tract and the South line of the herein described tract N 45°15'43"W, passing a one inch iron pipe found for the Northwest corner of said Budd 1.94 acre tract and the Northeast corner of a 2.004 acre tract conveyed to Claude H. Berry and Vera N. Berry in Volume 336, Page 172, Deed Records of Hays County, Texas, at 422.54 feet, and continuing for a total distance of 674.98 feet to a one inch iron pipe found for the Northwest corner of said Berry 2.004 acre tract, said pipe being the Northeast corner of a 3.016 acre tract conveyed to Timothy J. McKenna and Betsy T. McKenna, recorded in Volume 336, Page 741, Deed Records of Hays County, Texas, for an angle point herein;

THENCE with the North line of said McKenna 3.016 acre tract and the South line of the herein described tract S 89°36'24" W, a distance of 226.89 feet to a 60d nail found at a fence corner intersection for the Northwest corner of said McKenna 3.016 acre tract, said nail being the Southwest corner of the herein described tract, said nail being in the East line of a 37.85 acre tract conveyed to Rita B. Worthy and Fred C. Charles recorded in Volume 288, Page 149, Hays County Deed Records;

THENCE with the East line of said 37.85 acre tract and the West line of the herein described tract N 00°28'03" W, a distance of 311.87 feet to a 1/2 inch iron rod found for the Southwest corner of a 2.00 acre tract conveyed to John A. Kasson and Kathryn E. Kasson, recorded in Volume 572, Page 14, Real Property Records of Hays County, Texas, said iron rod being the Northwest corner of the herein described tract;

THENCE with the South line of said Kasson 2.00 acre tract and the North line of the herein described tract, N 89°47'14" E, a distance of 800.83 feet to a 1/2 inch iron rod found for the Southeast corner of said Kasson 2.00 acre tract and the Northeast corner of the herein described tract, said iron rod also being in the West right of way of Bell Springs Road;

1137 654

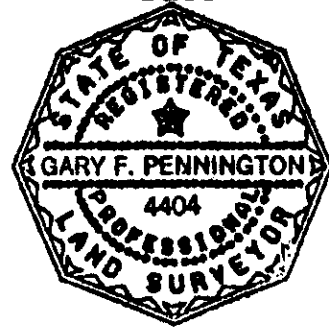
THENCE with the West right of way of Bell Springs Road and the East line of the herein described tract S 00°32'00" E, a distance of 787.36 feet to the POINT OF BEGINNING and containing 9.41 acres of land.

I, Gary F. Pennington do hereby certify that this description and associated plat of survey was prepared from a survey performed under my direction and supervision during March of 1995, and is true and correct to the best of my knowledge and belief.

Gary F. Pennington
Gary F. Pennington
Registered Professional Land Surveyor
No. 4404 - State of Texas

3.16.95

Date



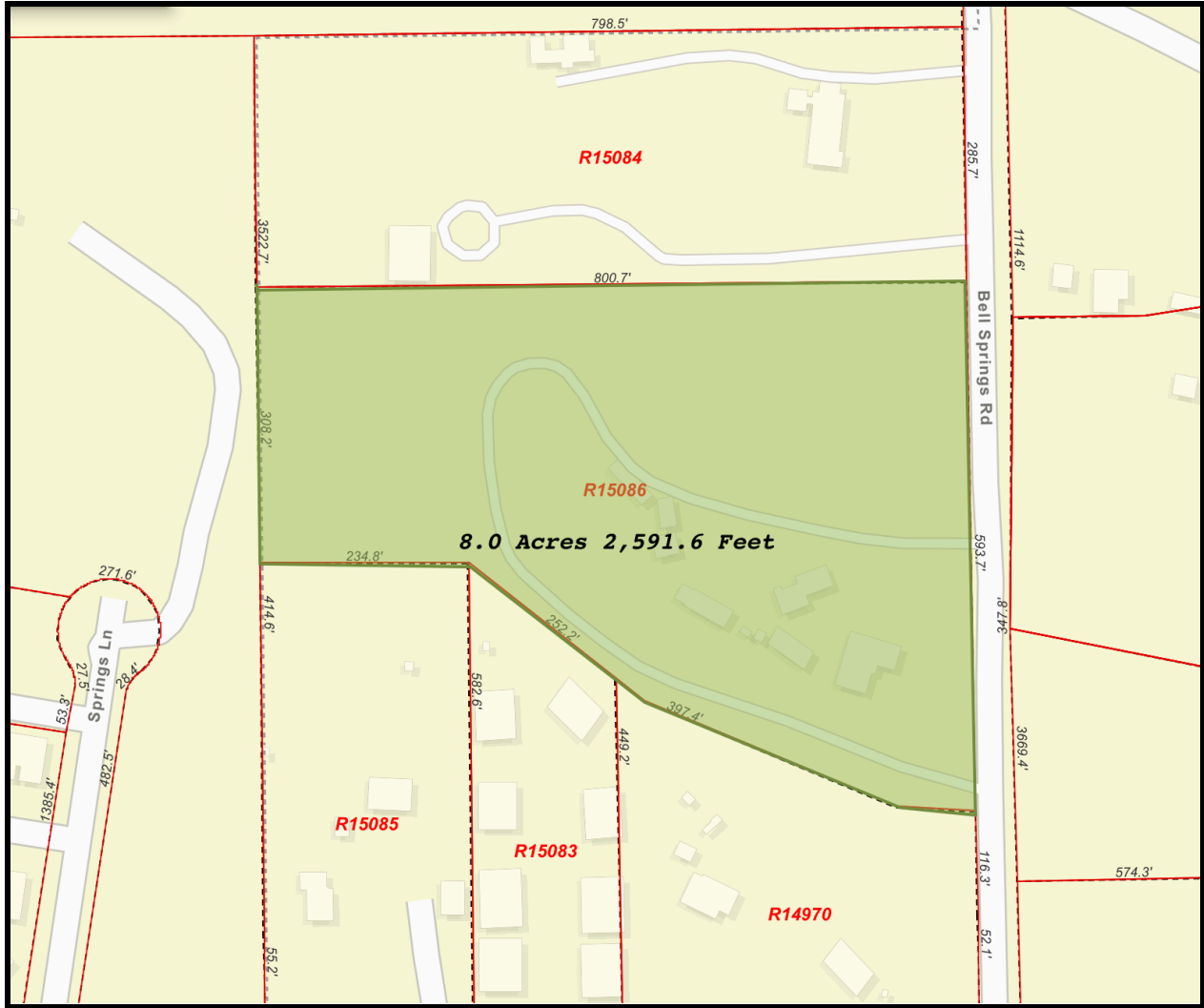
STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me and was duly
RECORDED in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped herein by me.

MAR 23 1995



Danni Dannelley
COUNTY CLERK
HAYS COUNTY, TEXAS

FILED FOR RECORD
DOC# 376453 \$17
03-23-1995 03:40:34
RONNIE DANIELLEY
HAYS COUNTY



Map of Hoggatt tract
ETJ Release Request
March 27, 2024



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2024-0005	Edwards	N/A	169 Russell Ln	3.26 Acres

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

FEB 12 2024

Rec'd by City Secretar:

February 12, 2024

Attn: Andrea Cunningham, TRMC
City of Dripping Springs – City Secretary
511 Mercer Street
Dripping Springs, Texas 78620

RE: 169 Russell Lane
Dripping Springs, TX 78620
Hays County Property Quick Ref. ID No. R15085
Request to be released from the City of Dripping Springs' Extraterritorial Jurisdiction

To Whom it May Concern:

As the owner of the above-referenced property, this petition is being provided to request the release of this property from the City of Dripping Springs' Extraterritorial Jurisdiction (ETJ). As stated in the requirements of the Texas Local Government Code Chapter 42, Subchapter D, Section 42.104 (Petition Requirements), this petition is being provided with the required signature, a map of the land (Survey), and the metes and bounds of the property.

Respectfully submitted,



Clinton H. Edwards,
Manager of Four Oak Stand Mgmt, LLC,
as Manager of 169 RL, LLC (Owner of the Property)

8759 Avator Cir.
Boerne, TX 78015
clint@russell-lane.com
(830) 816-9407

Attachments:

- 1 – Survey of the Property
- 2 – Metes and Bounds of the Property

A DESCRIPTION OF A 3.28 ACRE TRACT OF LAND OUT OF THE B.F. HANNA LEAGUE, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING ALL OF A 3.28 ACRE TRACT OF LAND CONVEYED TO KATHLEEN MARIA CLAPS AND CHRIS ANNE STRICKLING IN VOLUME 1242, PAGE 28, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 3.28 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH ALUMINUM CAP FOUND IN THE SOUTH RIGHT OF WAY OF RUSSELL LANE, A 50 FOOT RIGHT OF WAY EASEMENT RECORDED IN VOLUME 998, PAGE 763, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID IRON ROD BEING IN THE NORTH LINE OF A CALLED 4.00 ACRE TRACT OF LAND CONVEYED TO DOUBLE E/E PARTNERSHIP AS RECORDED IN VOLUME 390, PAGE 70, DEED RECORDS OF HAYS COUNTY, TEXAS, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID 3.28 ACRE TRACT;

THENCE SOUTH 89 DEG 30' 04" WEST WITH THE NORTH LINE OF SAID 4.00 ACRE TRACT AND THE SOUTH LINE OF SAID 3.28 ACRE TRACT, A DISTANCE OF 226.87 FEET TO AN IRON PIPE FOUND FOR THE SE CORNER OF LOT 4, THE SPRINGS, A SUBDIVISION RECORDED IN BOOK 12, PAGE 34, PLAT RECORDS OF HAYS COUNTY, TEXAS, FOR THE SW CORNER OF SAID 3.28 ACRE TRACT;

THENCE WITH THE EAST LINE OF LOT 4, THE SPRINGS AND THE WEST LINE OF SAID 3.28 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N 00 DEG 01' 32" W, A DISTANCE OF 49.96 FEET TO AN IRON PIPE FOUND, AND
2) N 00 DEG 31' 36" W, A DISTANCE OF 579.90 FEET 60D NAIL FOUND FOR THE NW CORNER OF SAID 3.28 ACRE TRACT AND THE MOST WESTERLY SW CORNER OF A 9.41 ACRE TRACT OF LAND CONVEYED TO PHILLIP HOGGATT IN VOLUME 1137, PAGE 690, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

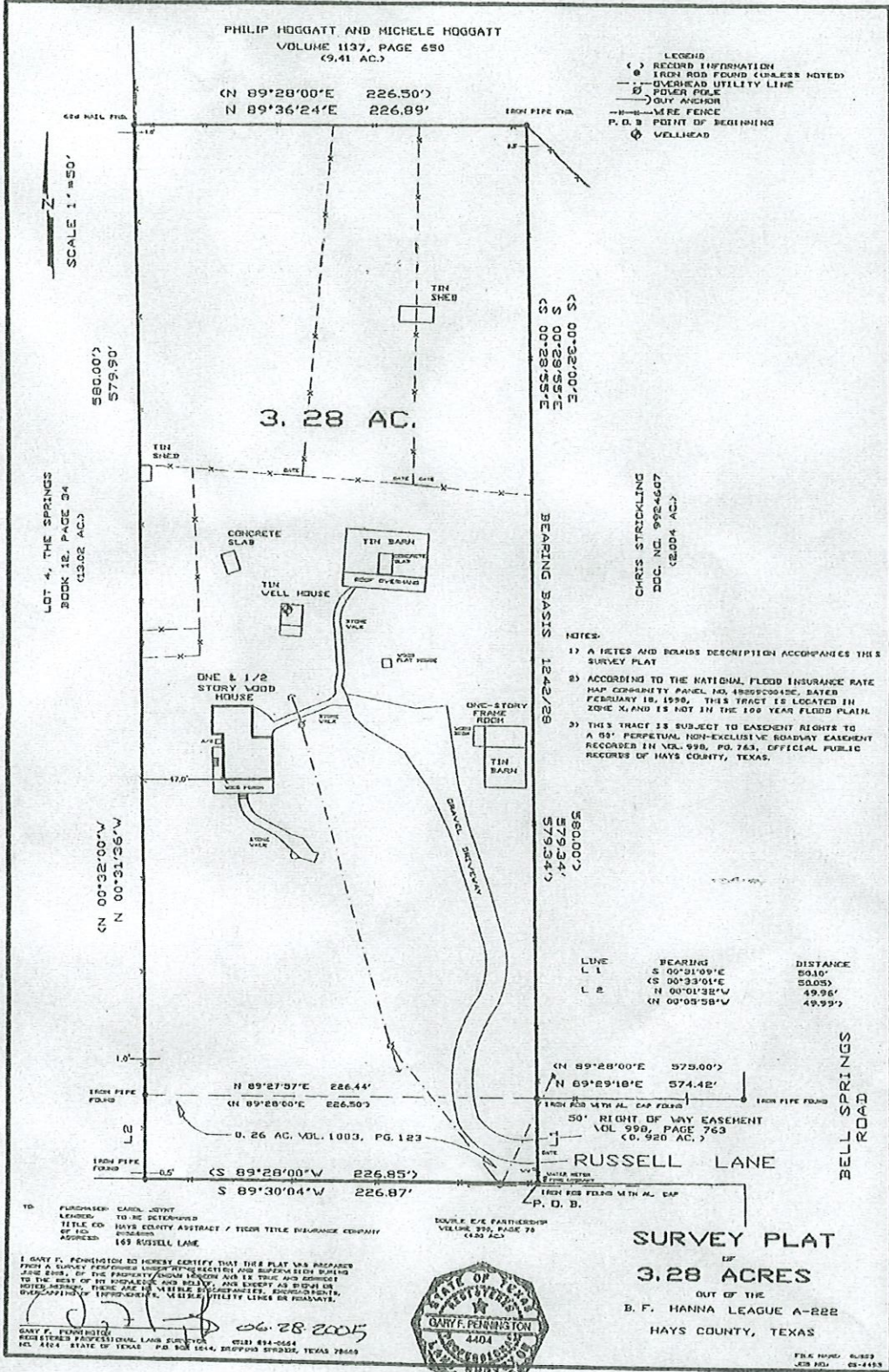
THENCE N 89 DEG 36' 24" E, WITH THE NORTH LINE OF SAID 3.28 ACRE TRACT AND THE SOUTH LINE OF SAID 9.41 ACRE TRACT, A DISTANCE OF 226.89 FEET TO AN IRON PIPE FOUND FOR THE NE CORNER OF SAID 3.28 ACRE TRACT AND THE NW CORNER OF A CALLED 2.004 ACRE TRACT OF LAND CONVEYED TO CHRIS STRICKLING IN DOCUMENT NO. 9924607, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

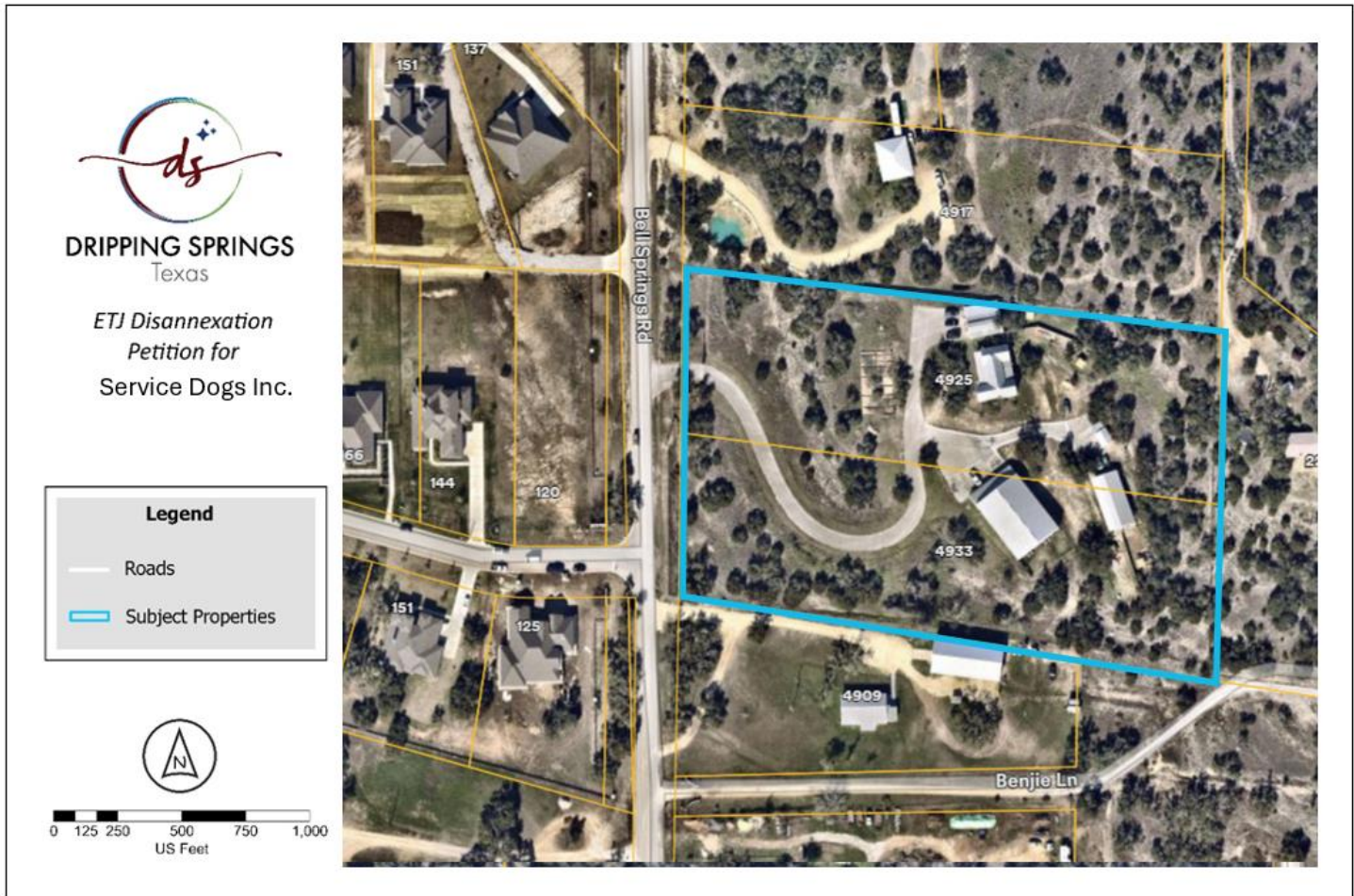
THENCE SOUTH 00 DEG 28' 55" E, WITH THE EAST LINE OF SAID 3.28 ACRE TRACT AND THE WEST LINE OF SAID 2.004 ACRE TRACT, A DISTANCE OF 579.34 FEET TO A 1/2 INCH IRON ROD WITH ALUMINUM CAP FOUND IN THE NORTH RIGHT OF WAY OF RUSSELL LANE FOR THE SW CORNER OF SAID 2.004 ACRE TRACT;

THENCE SOUTH 00 DEG 31' 09" E, WITH THE EAST LINE OF SAID 3.28 ACRE TRACT AND THE WEST RIGHT OF WAY OF RUSSELL LANE, A DISTANCE OF 49.96 FEET TO THE POINT OF BEGINNING CONTAINING 3.28 ACRES OF LAND.

Being that parcel of land conveyed to Laura L. Windleman from Carol L. Joynt, a single person by that deed dated 09/21/2005 and recorded 09/23/2005 in Deed Book 2774, at Page 639 of the Hays County, TX Public Registry.

Tax Map Reference: R15085





Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2024-0007	Texas Hearing and Service Dogs, Inc.	Service Dogs Inc	4933 & 4925 Bell Springs Rd	5.74 Acres

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.



SHERI SOLTES
FOUNDER and CEO

KIM OLSON
CHAIR
Col. USAF Ret.
Texas Women's Hall of Fame

DOUG FULLERTON
VICE CHAIR
Client/Graduate
Service Dogs, Inc.

DAN CHRISTENSEN
SECRETARY
Owner, DC Law
US Army JAG

JONATHAN BICKHAM
TREASURER
Senior Counsel
Walker Eisenbraun

ALEXANDRA MILLER
South Texas
Physician's Outreach Ret.

JIM SPENCER
Senior Forecaster
KXAN-TV (NBC Austin)

ROBERT YORDI
Zoological Director
SeaWorld Parks

STEVE KLING
Capt. US Army Ret.
Head of Engineering, Appfire

LEANNE JAKUBOWSKI, DVM
All Creatures Mobile Animal Clinic
Austin Nature Center

To: City of Dripping Springs
From: Texas Hearing and Service Dogs, Inc. DBA Service Dogs, Inc.
Date: February 26, 2024
Re: ETJ Release by Petition Checklist

Pursuant to Texas Local Government Code, Chapter 42, Subchapter D, Service Dogs, Inc., located at 4925 Bell Springs Road, Dripping Springs, Texas, 78620, submits the Petition and attests to the following:

Step 1: Confirm Applicability

1. Service Dogs, Inc.'s property, located at 4925 Bell Springs Road, Dripping Springs, Texas, 78620 (referred to below as "the area") is located in the city's ETJ.
2. Service Dogs, Inc. attests and confirms that:
 - A. The area is not subject to a strategic partnership agreement.
 - B. The area in question is not within 5 miles of a boundary of an active military base.
 - C. The area is not located in an area designated as an industrial district.
 - D. The area was not voluntarily annexed into an ETJ located in Hays County, Texas.
 - E. The area is not within the portion of the ETJ of a municipality with a population of more than 1.4 million and meets specific criteria in regards to distance from a military base and county population.

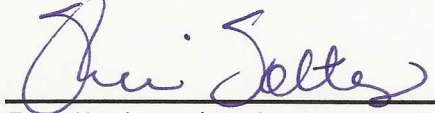

Step 2: Review Petition Requirements

1. Service Dogs, Inc., the filer of this petition is the sole and majority landowner and resident of the area in question.
2. We submit this petition to the City Secretary or other responsible person.
3. We include the following in this petition:
 - A. Legal description of the area boundaries:

Lot H37A, Plat Map Book 10, Plat Map Page 277 and
Lot H-37B, Plat Map Book 10 Plat Map Page 277
Property Description attached as Attachment A.

- B. A map of the land to be released attached as Attachment B.

4. Signatory compliance the signature below is from Texas Hearing and Service Dogs, Inc. DBA Service Dogs, Inc., by Sheri Soltes, Founder and CEO, the majority value and sole land title holder as indicated by the tax rolls of the Hays County Central Appraisal District.

Texas Hearing and Service Dogs, Inc., DBA Service Dogs, Inc., by Sheri Soltes Date

(Date of birth, voter registration number N/A as owner is a 501(c)(3) nonprofit corporation. EIN# 76-0260567)

Legal Description:

Harmon Hills I Subdivision,
Lots H-37A & H-37B

BELL SPRINGS ROAD

DC RD 169

N 81°12'58" W

150.00'

190.00'



N 84°57'49" W
651.27'

LOT H-37B
2.89 ACRES

44

N 84°01'27" W
645.37'

LOT H-37A
2.86 ACRES

4

N 83°12'16" W 200.94'

N 83°06'07" W 217.99'

N 82°54'34" W 220.79'

55.44'

165.35'

Item # 7.

200.00'

200.00'

S 00°49'00" W

70

2.01 Acres
John Newbold

Vol 1461 Pg 719 DISTRICT

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2024-

RELEASE OF EXTRATERRITORIAL JURISDICTION ORDINANCE

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO INVOLUNTARILY RELEASE EXTRATERRITORIAL JURISDICTION BY REQUEST OF THE PROPERTY OWNERS APPROXIMATELY _____ ACRES OF LAND OUT OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

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

WHEREAS, Chapter 42, Subchapter D. Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction of the Texas Local Government Code requires a Type-A general law municipality to release from the extraterritorial jurisdiction certain areas on request of property owners or residents of the area: and

WHEREAS, the City received written petitions from _____ in Exhibit “A” on _____, 2024; and

WHEREAS, the area identified in Exhibit “A”, _____ acres located in the _____, Hays County, Texas, is within the City’s current extraterritorial jurisdiction; and

WHEREAS, each petition was filed by a resident of the area or majority value landowner of the area in question; and

WHEREAS, each petition includes legal descriptions of the area boundaries by either (1) metes and bounds description; or (2) Lot and Block; and a map of the land to be released; and

WHEREAS, the signatures on all petitions comply with all statutory requirements; and

WHEREAS, the areas identified in Exhibit “A” are not subject to a strategic partnership agreement; are not within five miles of an active military base; are not located in a designated industrial district; and is not an area voluntarily annexed into the extraterritorial jurisdiction in Hays County, Texas; and

WHEREAS, the City Council grants the petitions and releases the areas identified in Exhibit “A” from the City of Dripping Springs, Texas extraterritorial jurisdiction; and

WHEREAS, the City Council finds that release of the areas identified in Exhibit “A” is required pursuant to the statutory provisions adopted by the 2023 Texas Legislature in Senate 2038.

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

1. FINDINGS OF FACT

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

2. RELEASE OF TERRITORY FROM EXTRATERRITORIAL JURISDICTION

- A.** The property in the areas described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby released from the extraterritorial jurisdiction of the City of Dripping Springs.
- B.** The official map and boundaries of the City of Dripping Springs and its extraterritorial jurisdiction is hereby amended and revised so as to exclude the area released.
- C.** The owners and inhabitants of the area herein released are no longer entitled to any of the rights and privileges of other citizens extraterritorial jurisdiction of the City of Dripping Springs including access to services and utilities, representation on city boards and commissions where applicable, regulations, and other benefits provided by the City to the residents of the extraterritorial jurisdiction.

3. EFFECTIVE DATE

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

4. FILING

- A.** The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B.** The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C.** The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.

- D.** The City Secretary is hereby instructed to submit by certified mail a certified copy of the this ordinance a map of the entire city that shows the change in boundaries, with the released portion clearly distinguished, resulting from the release to the Texas Comptroller's Office.

5. SEVERABILITY

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

6. PROPER NOTICE AND MEETING

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

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

THE CITY OF DRIPPING SPRINGS:

Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

EXHIBIT “A”

ETJ RELEASE PETITIONS



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

Submitted By: Shawn Cox, Deputy City Administrator

Council Meeting Date: 04/12/2024

Agenda Item Wording: **Approval of a Negotiated Advance Funding Agreement (AFA) with TxDOT for the Old Fitzhugh Transportation Alternative Set Aside (TASA) Grant Project.**

Agenda Item Requestor:

Summary/Background: In October of 2023, TxDOT authorized funding of a sidewalk project in the City of Dripping Springs through the Transportation Set Aside Grant Program.

On January 16, 2024, City Council authorized City staff to negotiate an Advance Funding Agreement with TxDOT so the project can be initiated. The City Engineer and Transportation Engineers have negotiated the attached agreement for Council’s consideration.

The total cost of the project is estimated at \$1,917,496 The Federal cost participation is \$1,553,996 leaving an estimated \$383,499 local (City) participation.

Commission Recommendations:

Recommended Council Actions: City staff recommends approval.

Attachments: - Negotiated AFA

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2023-R01

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the OLD FITZHUGH SIDEWALK project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of Dripping Springs commits to provide the match. The local match is comprised of cash, plus in-kind contributions, if any; and

WHEREAS, the City of Dripping Springs is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City of Dripping Springs City Council desires to reaffirm its support of the Project and approve and authorize the negotiation and execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

1. The City Council authorizes and directs the Mayor and City Staff to negotiate on behalf of the City an Advanced Funding Agreement with the Texas Department of Transportation for a Transportation Alternatives Set-Aside Project.
2. The City Council directs City Staff to work with TXDOT for transfer of any necessary documentation.
3. The City Council directs City Staff to bring a negotiated AFA to City Council for approval and execution.
4. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED, this the 16th day of January 2024, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions/recusals) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



TxDOT:				Federal Highway Administration:		<i>Item # 8.</i>
CCSJ #	0914-33-107	AFA ID	Z00009257	CFDA No.	20.205	
AFA CSJs	0914-33-107			CFDA Title	Highway Planning and Construction	
District #	14 - AUS	Code Chart 64#	12120-City of Dripping Springs			
Project Name	Old Fitzhugh Road Sidewalk Project			<i>AFA Not Used For Research & Development</i>		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
TxDOT-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Dripping Springs (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Old Fitzhugh Road Sidewalk (Project), and

TxDOT:				Federal Highway Administration:		<i>Item # 8.</i>
CCSJ #	0914-33-107	AFA ID	Z00009257	CFDA No.	20.205	
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District #	14 - AUS	Code Chart 64#	12120-City of Dripping Springs			
Project Name	Old Fitzhugh Road Sidewalk Project			<i>AFA Not Used For Research & Development</i>		

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116575 (MO) dated October 26, 2023 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **01/16/2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 - 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 - 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of constructing sidewalk along Old Fitzhugh Road between Mercer Street and RM 12. The project will include traffic calming measures as well as bicycle and pedestrian enhancements, including bicycle racks, raised crosswalks and pedestrian safety lighting.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

TxDOT:				Federal Highway Administration:		<i>Item # 8.</i>
CCSJ #	0914-33-107	AFA ID	Z00009257	CFDA No.	20.205	
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District #	14 - AUS	Code Chart 64#	12120-City of Dripping Springs			
Project Name	Old Fitzhugh Road Sidewalk Project			<i>AFA Not Used For Research & Development</i>		

individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government’s estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State’s In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

TxDOT:				Federal Highway Administration:		<i>Item # 8.</i>
CCSJ #	0914-33-107	AFA ID	Z00009257	CFDA No.	20.205	
AFA CSJs	0914-33-107			CFDA Title	Highway Planning and Construction	
District #	14 - AUS	Code Chart 64#	12120-City of Dripping Springs			
Project Name	Old Fitzhugh Road Sidewalk Project			<i>AFA Not Used For Research & Development</i>		

- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State’s estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State’s written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the “Texas Department of Transportation”. The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State’s notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the

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subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

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2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

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Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem’s mitigation and remediation. These costs will not be reimbursed or credited towards Local Government’s financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior’s Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State’s applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials’ (“AASHTO”) publications, “A Policy on Geometric Design of Highways and Streets” and “Guide for the Development of Bicycle Facilities,” as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT’s Bridge Design Manual and AASHTO’s Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

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- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the

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federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

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- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

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must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Dripping Springs ATTN: Mayor 511 W. Mercer Street Dripping Springs, TX 78620	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

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notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
 ATTN: Local Government Project Coordinator
 7901 N IH 35
 Austin, TX 78753-6602

All invoicing, payment, and project inquiries must include the following information:

County: Hays
 Local Government: City of Dripping Springs
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 Highway or Roadway: Old Fitzhugh Rd

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

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20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of

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materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

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AFA CSJs	0914-33-107			CFDA Title	Highway Planning and Construction	
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Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

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employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 - 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 - 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

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- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

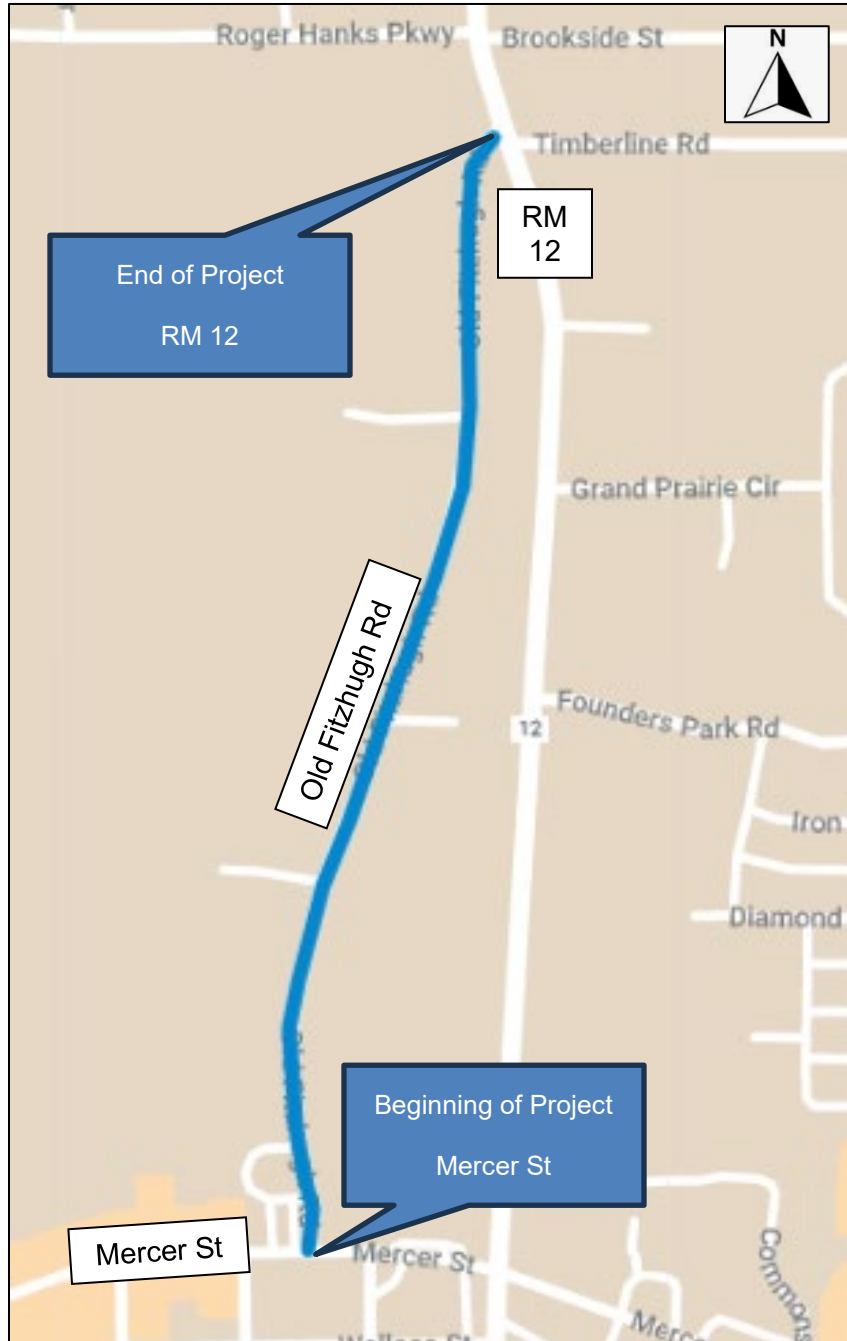
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	Bill Foulds, Jr.
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	Mayor
Typed or Printed Title	Typed or Printed Title
Date	Date

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**ATTACHMENT A
PROJECT LOCATION MAP**



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ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes percentage for TDC apportionment on projects where applicable</small>		State Participation <small>Includes authorized EDC amounts</small>		Local Government Participation <small>Includes authorized EDC reduction</small>	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$1,558,712						
Construction Engineering Cost	\$167,900						
Eligible In-Kind Contribution Value	\$						
Total Construction Value <small>(sum of construction cost and in-kind value)</small>	\$1,726,612	80%	\$1,381,289.37	0%	\$0	20%	\$345,322.34
Work by LG Subtotal	\$1,726,612		\$1,381,289		\$0		\$345,322
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$						
Eligible In-Kind Contribution Value	\$	0%	\$0	0%	\$0	0%	\$0

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Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal		\$0	\$0	\$0	\$0	\$0	\$0
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes percentage for TDC apportionment on projects where applicable</small>		State Participation <small>Includes authorized EDC amount</small>		Local Government (LG) Participation <small>Includes authorized EDC reduction</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$28,633	80%	\$22,906.06	0%	\$0	20%	\$5,726.52
Environmental Cost ¹	\$19,088	80%	\$15,270.71	0%	\$0	20%	\$3,817.68
Right of Way ¹	\$5,727	80%	\$4,581.21	0%	\$0	20%	\$1,145.30
Utilities ¹	\$3,818	80%	\$3,054.14	0%	\$0	20%	\$763.54
Construction ²	\$133,619	80%	\$106,894.96	0%	\$0	20%	\$26,723.74
Direct State Costs Subtotal	\$190,884	80%	\$152,707	0%	\$0	20%	\$38,177
Indirect State Cost	\$79,424		\$0	100%	\$79,424		\$0
TOTAL PARTICIPATION	\$1,996,920		\$1,533,996		\$79,424		\$383,499
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$383,499

- The estimated total participation by Local Government is \$383,499.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$38,177.
- ¹Local Government's first payment of \$11,453 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$26,724 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

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- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government’s participation in the amount of \$0.00.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$1,533,996.

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**ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT**

CITY OF DRIPPING SPRINGS RESOLUTION No. 2023-R01

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FORA TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the OLD FITZHUGH SIDEWALK project (the "Project") to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of Dripping Springs commits to provide the match. The local match is comprised of cash, plus in-kind contributions, if any; and

WHEREAS, the City of Dripping Springs is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City of Dripping Springs City Council desires to reaffirm its support of the Project and approve and authorize the negotiation and execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

1. The City Council authorizes and directs the Mayor and City Staff to negotiate on behalf of the City an Advanced Funding Agreement with the Texas Department of Transportation for a Transportation Alternatives Set-Aside Project.
2. The City Council directs City Staff to work with TXDOT for transfer of any necessary documentation.
3. The City Council directs City Staff to bring a negotiated AFA to City Council for approval and execution.
4. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

TxDOT:				Federal Highway Administration:		Item # 8.
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Project Name	Old Fitzhugh Road Sidewalk Project			<i>AFA Not Used For Research & Development</i>		

PASSED AND APPROVED, this the 16th day of January 2024, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions/recusals) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds

 Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham

 Andrea Cunningham, City Secretary





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: 2 April, 2024

Agenda Item Wording: **Discuss and consider cancellation of the contract between Brightly and the City of Dripping Springs to provide software solutions for permitting, planning, and code enforcement.**

Agenda Item Sponsor: Council Member Geoffrey Tahuahua

Summary/Background: On 15 November, 2022 the City of Dripping Springs entered into a contract with Brightly Software Inc to provide permitting, planning, and code enforcement software solutions for the Building and Planning Departments. The “Go Live” date of June 2023 did not occur due to delays at Brightly. Data validation did not begin until August. Due to key personnel leaving the city, data validation was further delayed. On 2 February, 2024 we received notification that Brightly was being purchased by Granicus. Several concerns were voiced by city staff that have experience with Granicus. Additionally, I received a phone call from a local Building Official regarding his city’s negative experience with Brightly over the last 18 months. He was directed to contact me and ask for help on using Brightly; they were under the impression we were actively using it. They are using Brightly for Maintenance, Utilities, Fire, Code Enforcement, and Building and Planning. They’ve had limited success with interoperability, multiple issues with accessing data, scheduling and resulting inspections, and malfunctions of the add on features such as Blue Beam and payment processing. Multiple department heads have asked City Council for approval to pursue RFPs to replace them.

Concurrently, My Government Online (MGO) has been meeting with city staff 1-2 times per month to make improvements to our permitting and planning modules. Their efforts have greatly increased our efficiency and have helped us better understand how to use the software. MGO has offered to provide access to their Code Enforcement Module, On-Site Septic Facility Module, and Alcohol Permitting module at no cost until we recoup the funds that were spent to transition to Brightly.

We have received positive feedback from several builders regarding recent system improvements, our own process improvements, as well as the mobile

application that MGO launched. I have not fielded any recent complaints regarding user experiences with MGO; everything has been positive.

**Commission
Recommendations:**

**Recommended
Council Actions:** Recommend Approval

Attachments: Brightly proposal and agreement, Granicus announcement email, termination letter

Next Steps/Schedule: Send to City Secretary for execution



PREPARED FOR

City Of Dripping Springs ("Subscriber")

Shane Pevehouse
Building Official
P.O. Box 384
Dripping Springs, TX 78620

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 400
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

October 20, 2022



Q-307795

This SOW has been defined to leverage Brightly's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the Brightly team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing is based on unlimited users. Subscription ("Services") includes Public Portal, Parcel Connector, and GIS Connector. Enterprise includes all modules (Permits, Inspections, Plan Review, Code Enforcement, and Business Licensing)

Service Term: 67 months (12/01/2022 - 06/30/2028)

Services			
Services Invoice - Year 1			
Item	Start Date	End Date	Investment
SmartGov - Enterprise	12/1/2022	6/30/2023	980.68 USD
SmartGov Connector Financial	12/1/2022	6/30/2023	77.44 USD
SmartGov Connector Merchant	12/1/2022	6/30/2023	77.44 USD
Subscription			1,135.56 USD

Year 1 Total:

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

*6 months included at no charge on the first invoice.

Professional Services	
Standardized Data Migration - Permits	4,750.00 USD
Base Standardized Migration Cost	1,781.25 USD
Financial Export Connector Configuration	2,375.00 USD
SmartGov Custom Implementation	0.00 USD
Professional Services Year 1 Total:	31,388.62 USD



Workflow template customization (package of 10)	6,650.00 USD
Fees Configuration (Pages)	504.45 USD
General Config	2,375.00 USD
Map Connector Configuration	1,187.50 USD
Parcel Connector Configuration	2,968.75 USD
Portal Configuration	1,187.50 USD
4 hour virtual consulting session	2,090.00 USD
Project Management	4,094.17 USD
Existing Merchant Connector Configuration	1,425.00 USD
Professional Services Year 1 Total:	31,388.62 USD
Total Year 1 Services & Professional Services	32,524.19 USD

*Includes 16 hours live virtual training

*Includes 20 customized templates (2 packages of 10)

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Dripping Springs and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via Company Change Control Authorization ("CCA") process.



Q-307795

Remaining Services Invoices

Year 2	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2023	12,121.17 USD
SmartGov Connector Financial	7/1/2023	957.21 USD
SmartGov Connector Merchant	7/1/2023	957.21 USD
Total:		14,035.59 USD
Year 3	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2024	12,484.81 USD
SmartGov Connector Financial	7/1/2024	985.93 USD
SmartGov Connector Merchant	7/1/2024	985.93 USD
Total:		14,456.66 USD
Year 4	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2025	12,859.35 USD
SmartGov Connector Financial	7/1/2025	1,015.50 USD
SmartGov Connector Merchant	7/1/2025	1,015.50 USD
Total:		14,890.36 USD
Year 5	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2026	13,245.13 USD
SmartGov Connector Financial	7/1/2026	1,045.97 USD
SmartGov Connector Merchant	7/1/2026	1,045.97 USD
Total:		15,337.07 USD
Year 6	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2027	13,642.49 USD
Total:		15,797.18 USD



Year 6	Annual period beginning	Investment
SmartGov Connector Financial	7/1/2027	1,077.35 USD
SmartGov Connector Merchant	7/1/2027	1,077.35 USD
	Total:	15,797.18 USD



Introduction

Brightly Software, Inc. ("Company") is pleased to submit this Statement of Work ("SOW") to City Of Dripping Springs for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Dripping Springs has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

Company looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Custom Implementation and Features

The Custom Implementation leverages best practices but includes wide flexibility in Company assisted customization. It is based on our pre-configured settings to streamline your setup but allows full access to modify your final configuration.

With Custom, you get access to the Full Software and your features include:

Feature	Custom
All Modules (Permitting, Licensing, Code Enforcement, Recurring Inspections)	Included
Public Portal	Included
Custom Fee Codes (across all modules)	Included
Custom Fields (across all modules)	Unlimited
Departments associated with Templates and Inspection Types (e.g., Building Safety and Construction, Planning and Zoning, etc.)	Unlimited
156 Standard Reports and Output Documents	Included
Custom Reports and Output Documents	Unlimited (Additional Fee Required)
Pre-configured Inspection Types (109 across all modules)	Included
Pre-configured Submittal Types (140 across all modules)	Included
Pre-configured Workflow Steps (152 across all modules)	Included
Additional Inspection Types	Unlimited (Additional Fee Required)



Feature	Custom
Additional Submittal Types	Unlimited (Additional Fee Required)
Additional Workflow Steps	Unlimited (Additional Fee Required)
Mobile App (Android and iOS)	Included
Pre-configured Templates and Workflow (77 templates across all modules)	Included
Additional Templates and Workflow	Unlimited Unlimited (Additional Fee Required)
Case number formatting	Customized
Users	Unlimited

With Custom you will get access to the following Services:

Service	Custom
Project Management	Per Agreement
Public Portal Configuration	Self-service or Per Agreement
Custom Code References	Included
Custom Condition Setup	Unlimited
Custom Field Configuration	Unlimited
Department Customization	Included
Fee/ Financial Setup	Per Agreement
Jurisdiction Specific Settings (Time zone, Holidays, etc.)	Included
Inspection Types Additions	Per Agreement
Template and Workflow Customization	Per Agreement
Template and Workflow Additions	Per Agreement
User Setup and Security	Included



Please talk with your account representative to determine timing for your Custom Implementation.

Planning, Initial Set Up & System Level Configuration

As part of the General Configuration Brightly will:

- Create your database with our defaults
- Load your users with Company standard permissions (provided in Company input sheet)
- Load your Code References/Violation types (provided in Company input sheet)
- Load up to 20 additional custom attributes/details (not associated with fees)
- Load your logo
- Provide access to 156 reports/output documents (see list)
- Provide ongoing access to our Virtual Classroom Training classes

Workflow Template Customization

CD-WT10 Company will add up to x10 custom process templates across all modules (Permits/Licensing/Code Enforcement/Recurring Inspections) until your product readiness date or 12 months after purchase whichever comes first.

Financial Setup and Fees Pages

Based on your fee schedule Company will:

- Setup your fee code calculations
- Load your FMS/GL Codes (provided in Company input sheet)
- Load your Valuation table (provided in Company input sheet or ICC table)
- Setup your fixture costs (if needed)
- Load your custom attributes / details as required for your fee calculations

Public Portal Configuration Setup

The Company will customize your Portal by:

- Linking your logo
- Exposing all permits/business licenses that you want your citizens to have access to
- Will advise on best practices and load your custom verbiage into the available fields
- Provide the access URL to add link to any needed jurisdiction web pages



Parcel Connector Setup

Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the customer

- Delimited File – A delimited file may be uploaded to the job at runtime or may be made available to the job via FTP using anonymous access or a username and password. The delimited file option supports a single address for each individual parcel.
- Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password.

The configured parcel job will be available for the customer to run on-demand. If using the ARCGIS option or a delimited file that is accessible via FTP, the job may also be scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.).

Map (GIS) Connector Setup

The Company will connect to your supported ESRI Map Service secured by a publicly trusted certificate issued by a Certificate Authority.

The clients Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included.

Custom base maps are not supported. Base maps from the ESRI base map library will be available for use.

Financial Connector Setup

The Company will customize the configuration of the export to match your financial system input needs. These customizations could include:

- Additional data fields
- Altered order of column information
- Alternate delimiter or fixed width formatting

Merchant Service Connector Setup

The Company will setup our connector to your merchant vendor (from our authorized list of vendors).



The client will need to provide the relevant linking information for the Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys.

The Company cannot get this information on the client's behalf due to security and privacy concerns.

Base Standardized Migration

The Company will import data from a provided client database:

1. The client will provide an initial data set
2. A mapping workbook will then be provided by Company where the client is responsible for mapping their data fields to the preconfigured database types

The client will have 2 weeks (10 business days) to validate the initial data load and provide feedback. There is a maximum of 2 rounds of feedback within that 10-day period.

Once the client has validated the data no more system changes will be permitted before product readiness date.

The client is required to provide a final data set 3 business days before the designated product readiness date.

The final data load will happen the day before the product readiness date.

Standardized Data Migration - Permits

The client must have purchased the Base Data Migration to include this add-on.

The Company will import data from a provided client database:

1. The client will provide an initial data set
2. A mapping workbook will then be provided by Company where the client is responsible for mapping their data fields to the preconfigured database types

Virtual Consulting Session

The Company will deliver virtual consulting sessions up-to 4 hours. This time can be used for multiple efforts including usage audit, training or customization assistance but must be used as a single session.

Change Control Authorization Process



Any changes to the defined scope will require a signed Change Order by the client. This Change Order will outline the additional work required and costs associated with the change. It will also include estimated changes to your launch schedule that must also be approved.



Appendix

Parcel Configuration Setup

Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum:

- Parcel Number
- Primary Situs Address
- Primary Situs City
- Primary Situs State
- Primary Situs Zip Code
- Owner Name
- Owner Street Address
- Owner City populated for USA addresses only
- Owner State populated for USA addresses only
- Owner Zip Code populated for USA addresses only
- International Indicator with a value of "Y" for any owner address outside of the USA
- International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA

Inclusion of the following additional fields is recommended:

- Parcel center point latitude in decimal degrees
- Parcel center point longitude in decimal degrees

If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields:

- Parcel Number
- Secondary Situs Address
- Secondary Situs City
- Secondary Situs Zip Code

Inclusion of the following additional fields is recommended for the secondary address layer:

- Address point latitude in decimal degrees
- Address point longitude in decimal degrees

Map (GIS) Connector Setup

The following base maps are currently included (subject to change):

- Imagery
- Imagery Hybrid
- Streets
- Topographic
- Navigation
- Streets (Night)
- Terrain with Labels
- Light Gray Canvas



- Dark Gray Canvas
- Oceans
- National Geographic Style Map
- Open Street Map
- Charted Territory Map
- Community Map
- Navigation (Dark Mode)
- Newspaper Map
- Human Geography Map
- Human Geography Dark Map
- Modern Antique Map
- Mid-Century Map
- Nova Map
- Colored Pencil Map
- Firefly Imagery Hybrid
- USA Topo Maps

Financial Connector Setup

By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points:

- Receipt Number
- Receipt Date
- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid
- Fee Code Name
- Permit/License/Case Number
- Payer Name

The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points:

- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid

The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable.

The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-307795 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.

Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Bringing Assets Into Focus

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 12th-15th, 2023. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.



Admission for Illuminate is \$895 for tuition only and \$1795 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning September 1st through March 10th, 2022.



Signature

Presented to:

Q-307795

October 20, 2022, 11:11:56 AM

Accepted by:

Michelle Fischer

Printed Name

Michelle Fischer

Signed Name

City Administrator

Title

November 15, 2022

Date

From: [Tory Carpenter](#)
To: [Laura Mueller](#)
Subject: FW: SMARTGOV NOTICE OF ASSIGNMENT, CONSENT REQUIRED WITHIN 21 DAYS
Date: Thursday, February 1, 2024 10:03:33 AM

From: Shane Pevehouse <SPevehouse@cityofdrippingsprings.com>
Sent: Wednesday, January 31, 2024 5:31 PM
To: Tory Carpenter <tcarpenter@cityofdrippingsprings.com>
Subject: Fwd: SMARTGOV NOTICE OF ASSIGNMENT, CONSENT REQUIRED WITHIN 21 DAYS

What strange timing to receive this email

Get [Outlook for iOS](#)

From: Brightly Software <hello@brightlysoftware.com>
Sent: Wednesday, January 31, 2024 5:00:32 PM
To: Shane Pevehouse <SPevehouse@cityofdrippingsprings.com>
Subject: SMARTGOV NOTICE OF ASSIGNMENT, CONSENT REQUIRED WITHIN 21 DAYS



Dear Shane,

On January 29, 2024, Brightly Software, Inc. (“**Brightly**”) and Granicus, LLC (“**Granicus**”) entered into an agreement (the “**Transaction**”) where Granicus acquired the assets of SmartGov and its services. A press release is being issued tomorrow, Feb 1, 2024 at 9:00am EST announcing the transaction publicly.

You are receiving this Notice of Assignment, Consent Required (“**Notice**”) because your agreement with Brightly requires that Brightly notify you that SmartGov and its services are assigned to Granicus. As part of the Transaction, Granicus assumes Brightly’s rights and responsibilities while your rights and responsibilities shall remain the same. All other terms and conditions of the Contract shall remain in full force and effect.

Granicus is the leading provider of government experience solutions serving over 6,000 clients around the world. The SmartGov offering will transition to Granicus, a leading provider of digital government solutions. SmartGov is a great offering with a talented team. As part of this change, SmartGov team members will be offered a transition to Granicus. This will ensure the team’s talent and contributions continue, offering them an exciting growth opportunity and seamless support to SmartGov and its clients. Neither party anticipates an impact on projects or interactions between you and SmartGov.

Brightly requests your consent to assignment within 21 days following receipt of this notice, or in accordance with your agreement, which shall not be unreasonably withheld. Please provide us with an email response to confirm assignment. Unless prohibited by law, if Brightly does not receive your written reply, we will assume that you consented to this assignment, effective February 29, 2024. Copy the following language in your reply, if desired:

On behalf of City Of Dripping Springs, I hereby consent that the terms and conditions of the original agreement shall remain "as is" except that Brightly Software, Inc. is substituted by Granicus, LLC as referred to in the original agreement and all references of Brightly, shall be read as Granicus, effective March 1, 2024.

I also confirm that Granicus, LLC, is a Minnesota limited liability company, with its registered office at 2345 Rice Street Suite 230, Roseville, MN 55113-5603.

Please provide your email response to: clientsuccess@brightlysoftware.com

Kind Regards,

Kevin Kemmerer
Chief Executive Officer
Brightly Software, Inc, a Siemens company



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11000 Regency Parkway, Suite 300, Cary, NC 27518

[Contact](#) / [Privacy Policy](#)

CITY OF DRIPPING SPRINGS, TX

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ADDING ARTICLE 22.07; ADOPTING REGULATIONS FOR THE PROTECTION OF THE CITY LOGO AND CITY SEAL AND PROHIBITING THE UNAUTHORIZED USE THEREOF; PROVIDING FOR THE LICENSING OF THE CITY LOGO AND CITY SEAL IN CERTAIN CIRCUMSTANCES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING SEVERABILITY, SAVINGS, AND PENALTY CLAUSES; PROVIDING PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is a Type A General Law city, acting under state laws and enacted local ordinances pursuant to Chapter 6 and related sections and provisions of the Texas Local Government Code; and

WHEREAS, the City owns and uses a logo which consists of a circular, multi-color logo, designed to appear hand-painted or -signed, with three stars in the upper right corner, a lowercase, scripted “DS” in the middle of the circle with trailing lines before and after the letters, and “DRIPPING SPRINGS Texas” below the circle with or without “Open spaces, friendly faces.” below a rightward paintbrush stroke; and

WHEREAS, the City adopted a seal which is circular with the words “City of Dripping Springs” inside the top of the outer red circle, the word “Texas” at the bottom of the outer circle, the words “Inc. 1981” inside the inner white circle along with a large star in the center and two wheat stalks going up either side of the inner circle starting from the bottom center, which the City applies to official documents of the city pursuant to Texas Local Government Code Section 51.016, et seq.; and

WHEREAS, the City has a substantial interest in protecting its logo and seal from unauthorized use and to avoid resident, as well as consumer, confusion.

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. AMENDMENT

The City Code of Ordinances is hereby amended by adding a new Article under Chapter 22, to be numbered Article 22.07, and after such amendment, shall read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

SECTION 3. INTELLECTUAL PROPERTY PROTECTION

In addition to amending the City Code of Ordinances as directed in Section 2, in accordance with Attachment A, the City will endeavor to gain and maintain additional protection for its City Logo, and variations therein, by applying for, obtaining if possible, and maintaining trademark protection from the United States Patent and Trademark Office. If at any such time, such additional protection becomes available for the City Seal as well, City will endeavor to gain and maintain such similar protection.

SECTION 4. 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.

SECTION 5. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance, including Attachment A, 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.

SECTION 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 52.003 of the Texas Local Government Code, as well as publish in the official newspaper as authorized by Section 52.011 of the same code.

SECTION 7. EFFECTIVE DATE

This ordinance shall take immediate effect upon the date of final passage noted below, or when all applicable publication requirements are satisfied in accordance with the City Code of Ordinances and the laws of the State of Texas.

SECTION 8. PROPER NOTICE & MEETING

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

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

Andrea Cunningham, City Secretary

ATTACHMENT A

City of Dripping Springs Code of Ordinances

Chapter 22: General Regulations

Article 22.07: City Logos and Seal

Sec. 22.07.001 – Title

This article shall commonly be cited as the logos and seal ordinance.

Sec. 22.07.002 – Purpose

The article is adopted so that the City Council may properly protect its logos and seal from unauthorized use to avoid confusion among residents and consumers alike.

Sec. 22.07.003 – Scope

This article applies to all property within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ) as applicable. This includes all content published or shown viewable within the preceding boundaries.

Sec. 22.07.004 – Definitions

- (a) “City Logo” (or “Logo”) means the logo used by the City of Dripping Springs, including any cut, facsimile, reproduction, or alternate versions thereof, which consists of a circular, multi-color logo, designed to appear hand-painted or -signed, with three stars in the upper right corner, a lowercase, scripted “DS” in the middle of the circle with trailing lines before and after the letters, and “DRIPPING SPRINGS Texas” below the circle with or without “Open spaces, friendly faces.” below a rightward paintbrush stroke as set forth below:



- (b) “City Seal” (or “Seal”) means a seal that is circular with the words “City of Dripping Springs” inside the top of the outer red circle, the word “Texas” at the bottom of the outer circle, the words “Inc. 1981” inside the inner white circle along with a large star in the center and two wheat stalks going up either side of the inner circle starting from the bottom center as set forth below:



(c) **“Additional City Logos”** (or “Additional Logos”) means a logo adopted by the City, including without limitation the Dripping Springs Bird City Logo, the Dripping Springs Night Sky Logo, the Dripping Springs Fair & Rodeo Logo, the Dripping Springs Farmers Market Logo, the Dripping Springs Ranch Park Logo, Dripping Springs Parks & Community Logo, the Dripping Springs Historic Logo, the Dripping Springs Emergency Management Logo, the Destination Dripping Springs Logo, the Dripping Springs Songwriters Festival Logo, and the Wedding Capital of Texas Logo. An Additional City Logo shall be treated the same as a City Logo.

“Dripping Springs Bird City Logo” means the logo used by the City of Dripping Springs, including any cut, facsimile, reproduction, or alternate versions thereof, which consists of a shield-shaped emblem with a blue background and white border. The top of the shield features a white egret with a yellow beak and a blue heron with a yellow beak. The bottom of the shield has the words “Bird City” in light blue, “Texas” in yellow with blue background and “Dripping Springs” in blue.



“Dripping Springs Night Sky Logo” means the logo used by the City of Dripping Springs, including any cut, facsimile, reproduction, or alternate versions thereof, which consists of a blue square with a white circle and stars on the top right corner. The text “Dripping Springs” is written in white in the center of the logo. The text “Texas” is written in white below the above text. The text “An International Dark Sky Community” is written in white below the above text. The logo for the Dark Sky International Association is on the bottom. It is a blue circle with white stars in the center and DarkSky International written in white to the right of the stars.



“Dripping Springs Fair & Rodeo Logo” means the logo used by the City of Dripping Springs, including any cut, facsimile, reproduction, or alternate versions thereof, which consists of a semicircle with a yellow and white, rising sun background. The center of the logo features a maroon silhouette of a cowboy riding a bucking bronco. Above the cowboy, there is a red star surrounded by the text “Dripping Springs”. Below the cowboy, there is a maroon banner with the words “Fair and Rodeo” in white letters.



“Dripping Springs Farmers Market Logo” means the logo used by the City of Dripping Springs, including any cut, facsimile, reproduction, or alternate versions thereof, which consists of a red truck with a silhouette of a person in the driving seat and a bed full of produce. The truck is facing forward and has “DSTX” written in black on the license plate. The produce in the bed of the truck includes a watermelon, a pumpkin, a carrot, and a bunch of bananas. The logo is surrounded with “City of Dripping Springs” written on the top and “Farmers Market” written on the bottom.



“Dripping Springs Ranch Park Logo” means the logo used by the City of Dripping Springs, including any cut, facsimile, reproduction, or alternate versions thereof, which consists of a rectangular shape with a blue background. The text “Dripping Springs” is

written in blue in a serif font on the top of the logo. The text “Ranch Park” is written in blue in a sans-serif font on the bottom of the logo. The words “Ranch” and “Park” are written in a larger font size than the other words. There is a blue border with a star at the top and bottom of the logo.



“Dripping Springs Parks & Community Logo” means the logo used by the City of Dripping Springs, including any cut, facsimile, reproduction, or alternate versions thereof, which consists of a rectangular shape with a green tree on the left. The tree is a large oak tree with a wide trunk and many branches. The text “Parks & Community” is written in green and black to the right of the tree. The text “City of Dripping Springs” is written in black below the tree. The background is white.



“Dripping Springs Historic Logo” means the logo used by the City of Dripping Springs, including any cut, facsimile, reproduction, or alternate versions thereof, which consists of a circular with a black border and white background. The text “Historic” is written in a curved manner on the top half of the logo. The text “Est. 1853” is written in a curved manner on the bottom half of the logo. The center of the logo has the text “Dripping Springs” in all caps, with illustration of the state of Texas below the above text in the center. The logo also has an illustration of a sunrise or sunset with a single bead of water in the top half of the logo.



“Dripping Springs Emergency Management Logo” means the logo used by the City of Dripping Springs, including any cut, facsimile, reproduction, or alternate versions thereof, which consists of a circular seal with a blue outer ring and a red inner ring. The text on the outer ring reads “City of Dripping Springs” in blue capital letters, at the top and

“Emergency Management” in red all capital letters, at the bottom. The center of the logo is a circle separated into 4 equal parts: on the top left is a house with waves over a green background. The top right quarter is a flame with red background. Bottom left panel has a swirl, representing a tornado with a blue background and the bottom right is a hurricane symbol with a yellow background.



“Destination Dripping Springs Logo” means the logo used by the City of Dripping Springs, including any cut facsimile, reproduction, or alternate versions thereof, which consists of a shield, colored brown and green. A banner across the middle of the shield reads “Destination Dripping Springs”. The shield features four symbols: a guitar, rings, wine bottle and glass, and a boot. In the center of the symbols is the state of Texas between two stars.



“Dripping Springs Songwriters Festival Logo” means the logo used by the City of Dripping Springs, including any cut facsimile, reproduction, or alternate versions thereof, which consists of a vintage circular design with a light beige background. Two blue and red banners, one at the top of the circle has the current year of the festival in black lettering and “Dripping” in white and one at the bottom that reads “Springs” in white and “Texas” in black. In the center of the circular displays the text “Songwriters Festival” in white cursive font. The logo is outlined in a dark blue color.



“Wedding Capital of Texas Logo” means the logo used by the City of Dripping Springs, including any cut facsimile, reproduction, or alternate versions thereof, which consists of

a square shaped, white background. It features a wedding cake stand in black. Above the stand, the words “Wedding Capital of Texas” are written in black serif font.



Sec. 22.07.005 – Custodian

The City Secretary or their designee is the custodian of the City Logo and the City Seal. Further amendment may alter the custodian of the City Logo but not the City Seal, unless at such time Texas Local Government Code Section 22.0703(b)(2) it determined not to constrain such amendment.

Sec. 22.07.006 – Official Use of the City Logo and City Seal

(a) City Logo, Additional City Logos, and City Seal are property of the City of Dripping Springs.

(b) **City Logo and Additional City Logos Official Uses** – The City Logo and Additional City Logos may be used by city employees and elected and appointed city officials in connection with the performance of official city business or city-sanctioned events, including but not limited to placement of the city logo on city vehicles, equipment, stationery, the city flag, department websites, handouts for city training sessions, city brochures, city presentations, city uniforms, and city-issued articles of clothing, department news releases, city-sponsored events, and city memorabilia used to promote the city. Branding guidelines adopted by the City Administrator or the Administrator’s designee shall be followed in all use of the logo. Additional City Logos as defined herein are subject to the same limitations as the City Logo. Any person, corporation, or other entity that has already been authorized to use the City Logo or an Additional City Logo prior to the effective date of this Ordinance may continue to use the Logo for the length of the authorization, the length of agreement, or up to twelve (12) months after the effective date of this Ordinance, whichever comes first.

(c) **City Seal Official Uses** – The city secretary, the city secretary’s designee, or the interim city secretary is authorized to use the City Seal on any ordinance, resolution, proclamation, commendation, certificate, or other instrument approved by the City Council or executed by the mayor or other city officials and to use the city seal to authenticate official documents in the conducting of official city business.

Sec. 22.07.007 – Other Approved Uses

(a) Any organization or person wishing to use the City Seal, City Logo, or Additional City Logos shall make an application for a license for such use to the City Council. Use of the City Seal, City Logo, or Additional City Logos shall only be by written agreement where use of a logo or seal is explicitly authorized. Use of the City Logo, City Seal, or Additional City Logos may only be authorized for events in which the City is an active participant, including but not limited to, staffing, event planning, funding, or compensation for which the event's organizing entity has an executed agreement. Rental of city facilities alone is insufficient for logo and seal use.

(b) All political or artistic expression, or non-commercial editorial expression for purposes of education or history, whatever the medium, that does not have the tendency to confuse reasonable members of the public as to the City's endorsement of said expression will be deemed an Approved Use, subject to Section 22.07.008 of this ordinance.

Sec. 22.07.008 – Unauthorized Uses

(a) Any uses of the City Logo, City Seal, or Additional City Logos that do not fall under Sections 22.07.006-.007 are deemed unauthorized uses.

(b) In particular, the following uses shall not be permitted or deemed to be permitted under Sections 22.07.006-.007 of this Code:

(1) No person, including any elected officer of the City, may use the City Seal, City Logo, or any Additional City Logo in any correspondence or other printed materials distributed in favor of or against any ballot measure, or in favor of or against any candidate for public office if such use has the tendency to cause public confusion on the City's position in favor of or against any ballot measure or candidate.

(2) No person, corporation, or other similar entity shall use the City Seal, City Logo, or any Additional City Logo for commercial purposes without obtaining express consent under this ordinance.

(3) No person, corporation, or other similar entity in active litigation (including parent, subsidiary, or affiliated entities) against the City may use the City Seal, City Logo, or Additional City Logos. Active litigation includes litigation in Texas and Federal Courts, State Office of Administrative Hearings, and any controversy between the City and a person, corporation, or other similar entity in front of any State or Federal Agency.

(c) It shall be unlawful for any person, corporation, or similar entity to make or use the City Seal, City Logo, Additional City Logos, or other indicia of the City deceptively, fraudulently, or without express written permission from the City, whether for public or private use. Unauthorized use of the City Seal, City Logo, or other City Logos is guilty of a misdemeanor. Such unauthorized use is also declared a public nuisance and the City can abate or enjoin such use pursuant to this code.

Sec. 22.07.009 – City Creation of Additional Logos, Seals, or Insignias

The City retains the right to create variations of the City Seal, City Logo and Additional Logos, and to adopt and establish other official City Seals, City Logos, and Additional Logos. Such variations may include, but are not limited to, centennial seals, or other seals which mark anniversaries, events, apparel, and any other city occasion the City Council wishes to commemorate. Such seals and logos, for the purposes of this Ordinance Section, shall be treated as a City Logo, City Seal, or Additional Logo, respectively.

Sec. 22.07.011– No Effect on Any Pending Accrued Violations or Litigation

All rights or remedies of the City of Dripping Springs, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding the unauthorized use of the City Logo, City Seal, or Additional City Logos that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.



City of Dripping Springs Non-Profit Event Triangle Banner Program Agreement

Applicant First Name: _____ Last Name: _____

Organization: _____

Organization Address: _____

City: Dripping Springs State: TX Zip: 78620

Phone Number: _____ Email: _____

Event Description/Purpose: _____

Event Date: _____ Event Location: _____

City Limits or ETJ (circle one) City Facility: _____

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Parties.** The City of Dripping Springs, Texas ("City") and Applicant, as indicated above.
2. **Scope.** This Agreement applies to Applicant's use of the City's property for a banner and the Event subject to the description listed above.
3. **Fee.** This agreement is subject to the fee as set forth in the City's Fee Schedule.
4. **Obligations of the City.** The extent of the City's obligations under this Agreement is that the City agrees to display a banner for the Event at the intersection of US Highway 290 and Ranch Road 12 for up to thirty (30) days at a time mutually agreed between the Applicant and the City. Use of the intersection for banner placement is based on availability and certain slots of the banner facilities shall be reserved for City use. The City will decide the location and will place the banner. Any movement of a banner by an entity will result in removal of the banner by the City.
5. **Obligations of Applicant.** Applicant agrees to provide all information requested including rental agreement with the City to ensure eligibility for program. Event must use a city facility to be eligible for this program.
6. **Unauthorized Use.** No person, corporation, or entity, or any of its affiliates, subsidiaries, or parent of these entities, who are in active litigation against the City may use this program. Active litigation includes litigation in State or Federal Court, State Office of Administrative Hearings, and any contested case in front of any state agency. This prohibition is lifted only when any litigation is finally settled.
7. **Duration.** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied.
8. **Termination.** This Agreement may be terminated by mutual consent of the parties. It may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to the Event. Termination shall release each party from all obligations of this Agreement, except termination of this agreement shall not prohibit or impair a claim by either party based upon any breach of this Agreement.
9. **Force Majure.** In situations in which Applicant's participation in the Event is delayed, cancelled or suspended due to the Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.
10. **Indemnification.** APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES,

ARISING OUT OF OR RESULTING FROM THE CITY’S ASSOCIATION WITH APPLICANT UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF APPLICANT, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE APPLICANT.

- 11. **Notice.** Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended. Mail notice to the City as: Attention: City Administrator, 511 Mercer Street, Dripping Springs, Texas 78620.
- 12. **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without prior written consent of the other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- 13. **Severability.** In the event that any provision of this Agreement, or portion thereof, shall be found to be invalid or unenforceable, then, such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within this Agreement.
- 14. **Modifications.** All amendments or modifications to the Agreement must be in writing. No amendment or modification shall be effective until it is in writing and approved by both parties.
- 15. **Merger.** This instrument, and any Attachments affixed hereto, constitutes the entire Agreement between the City and Applicant. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written.
- 16. **Venue for Disputes.** In the event that a lawsuit is brought concerning events arising out of this Agreement, the venue for such action is *Hays County, Texas*. This Agreement shall be construed in accordance with the laws of the State of Texas.

ACKNOWLEDGMENT:

Owner:
City of Dripping Springs, Texas

Applicant:

Michelle Fischer, City Administrator

Date

Date

City Use – After Approval

Non-Profit Verification: _____
Staff Initials

Dates of Banner Posting: _____
Dates

Applicant Approval: _____
Applicant Initials



ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Under Review
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
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting on resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Approved w/ Conditions
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Approved w/ Conditions
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Approved w/ Conditions
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Waiting on resubmittal
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting for resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	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
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Under Review
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Waiting for Resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	Waiting on Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Approved w/ Conditions
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office	Waiting for Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	Approved w/ Conditions
SD2023-0021 Skye Headwaters	CL	201 Headwaters Blvd	Senior living multi family development	Under Review
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site	Waiting on Resubmittal
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales	Waiting on Resubmittal
SD2024-003 Julep Commercial Park West	ETJ	14131 Trautwein Rd	2.95 acres site of mixed use commercial buildings with driveway, water quality and detention pond.	Under Review
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional warehouse buildings with associated site improvements	Waiting on Resubmittal
SD2024-005 Dripping Springs ES #6	ETJ	Mira Vista	55,000 sq ft new elementary school in Headwaters	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.	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Public Meeting/Workshop 2/15/24
Cannon Mixed-Use	Pending resubmittal
PDD2023-0001 Madelynn Estates	Dormant
PDD2023-0002 Southern Land	Pending resubmittal
PDD2023-0003 ATX RR12 Apartments	New PDD. Applicant Intro Presentation to P&Z 2/27/24

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69,999 acres, 160 of which are residential with an average lot size of 0.143 acres	Approval with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of wick are residential and 1 will be landscaping	Approved with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Under Review
SUB2022-0049 Serenity Hills	ETJ	1111 Hays Country Acres Rd	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Approval with Conditions
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Approved
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Waiting for Resubmittal
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Approval with 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	Approval with conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Waiting for Resubmittal
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Waiting for Resubmittal
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting for Resubmittal
SUB2023-0041 Cowboy Church Subdivision	ETJ	207 Darden Hill Road	Subdividing 7.319 acres into 1 single lot. Minor plat	Approval with conditions
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Approval with Conditions
SUB2023-0044 Replat Lot 9 Block K Caliterra 2-7 Construction Plans	ETJ	Peakside Circle	Four lot replat.	Waiting for Resubmittal
SUB2023-0045 Amended Final Plat Big Sky Ranch Phase 3	CL	171 Sue Peak Loop	Relocation of lot lines.	Approval with conditions
SUB2023-0046 Heritage Phase 3 Construction Plans	CL	Sportsplex Drive	164 single family lots	Waiting for Resubmittal
SUB2023-0047 Heritage Amenity Center	CL	Roger Hanks Parkway	1 lot on 5.57 acres	Waiting for Resubmittal
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approval with Conditions
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining 3 lots into 1.	Waiting for Resubmittal
SUB2023-0050 Sanctuary Subdivision CP	ETJ	1111 Hays Country Acres Rd	48 residential lots ranging from 1.6 acres to 2	Under Review
SUB2023-0051 Gateway Village Phase 1 CP	CL	HWY 290	144 Single family lots.	Under Review
SUB2024-002 Dripping Springs Community Library	CL	225 Benney Lane	Combining 4 tracts into 2.	Waiting for Resubmittal
SUB2024-003 AutoZone TX5807	CL	US 290	Replat of Sawyer Ranch 33 Lot 3-A-1	Waiting for Resubmittal
SUB2024-004 Driftwood Subdivision, Phase Four, Block A, Lots 8 and 9 Amending Plat	ETJ	2236-2266 Thurman Roberts Way	Combine lots 8 and 9, Block A in one lot, 8-A	Waiting for Resubmittal
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting for Resubmittal
SUB2024-006 Sanctuary Dripping Springs	ETJ	1111 Hays Country Acres Rd	57 lots subdivision	Waiting for Resubmittal
SUB2024-007 Plat Amendment - Esperanza Subdivision Phase Two, Block 4, Lot 22	CL	613 Yellow Bell Run	Amending single family lot	Under Review
SUB2024-008 Skylight Hills Final Plat	ETJ	13001 and 13111 High Sierra	Subdivide into 5 lots.	Under Review
SUB2024-009 Blue Creek Subdivision, Lots 16 & 17 Ame	ETJ	500 Blue Creek Drive	Transferring 3.65 acres	Under Review

In Administrative Completeness	Filing Date
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	3-Apr
ADMIN2024-020 Dripping Springs Elementary School	3-Apr
ADMIN2024-021 Replat of Dripping Springs Retail Center Subdivision	3-Apr
ADMIN2024-022 Gateway Village Phase 1 Final Plat	3-Apr
ADMIN2024-023 Driftwood Golf and Ranch Club, Phase One, Block A, Lots 14, 15, and 16 A	3-Apr
ADMIN2024-018 AutoZone TX5807 Drippings Springs	3-Apr
SD2023-0014 BR Dripping Springs	10-Apr