



CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, June 08, 2021 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 April Harris Allison
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Secretary Andrea Cunningham
City Treasurer Shawn Cox
Public Works Coordinator Aaron Reed
Maintenance Director Craig Rice
Parks & Community Services Director Kelly Schmidt
Senior Planner Amanda Padilla
City Planner Abraham Martinez
Planning Consultant Robyn Miga

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may

request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

PRESENTATIONS

- 1. Annual Report from the Dripping Springs Visitors Bureau, Pam Owens, CEO. Sponsor: Mayor Pro Tem Manassian**

CONSENT AGENDA

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

- 2. Approval of the May 11, 2021 and May 18, 2021 City Council regular meeting minutes.**
- 3. Approval of a Resolution approving and accepting a construction bond for Bunker Ranch Phase 3 sitework, utilities, paving, and drainage.**
- 4. Approval of the May 2021 City Treasurer's Report.**
- 5. Approval of the Amended FY 2022 Budget Calendar.**
- 6. Approval of the Appointment of the City of Dripping Springs Municipal Court Judge for a two (2) year term ending June 1, 2023.**

BOARD OF ADJUSTMENT

CALL TO ORDER AND ROLL CALL

Board Members

Chair, Bill Foulds, Jr.
Taline Manassian
Wade King
Geoffrey Tahuahua
Sherrie Parks
Charlie Busbey (Alternate Member)
Joe Volpe (Alternate Member)

BOARD OF ADJUSTMENT AGENDA

- 7. Public hearing and consideration of possible action regarding VAR2021-0008: an application to consider a Special Exception to Parking Requirements for the property located at 249 Sportsplex Dr., Dripping Springs, TX 78620 (Legal Description: 1.293 Acres in the JWLP FAMILY Survey, Lot 6, Hays County). The applicant is asking for a special exception to Section 5.7.6 of the Zoning Ordinance which requires buildings with mixed uses to calculate parking requirements for the most intense use. As well as a**

variance to Section 5.6.2 Parking Based on use the applicant is proposing a different parking ratio for medical office. The last request is to utilize existing parking. Applicant: Jon Thompson

1. Presentation
2. Staff Report
3. Planning and Zoning Commission Report
4. Public Hearing
5. Special Exception

CITY COUNCIL

BUSINESS AGENDA

8. Public hearing and consideration of possible action regarding CUP2021-0002: an application for a Conditional Use Permit to consider an ordinance approving Conditional Use Permit to allow for the use “Mobile food vendor - longer than 10 days” located at 310 Old Fitzhugh Rd, Dripping Springs, Texas. Applicant: Dog 'n' Bone LLC

1. Presentation
2. Staff Report
3. Planning and Zoning Commission Report
4. Public Hearing
5. Conditional Use Permit

9. Public hearing and consideration of possible action regarding CUP2021-0003: an application for a Conditional Use Permit to consider an ordinance approving a Conditional Use Permit to allow the use “Bar” to be located at 310 Old Fitzhugh Rd, Dripping Springs, Texas. Applicant: Dog 'n' Bone LLC

1. Presentation
2. Staff Report
3. Planning and Zoning Commission Report
4. Public Hearing
5. Conditional Use Permit

10. Public Hearing and consideration of possible action regarding CUP2021-0004: an application to consider an ordinance approving a Conditional Use Permit to allow for the use “Accessory Dwelling” located at 451 Oak Springs Drive, Dripping Springs, Texas. Applicant: Michael Cottone, Journey Remodeling.

1. Presentation
2. Staff Report
3. Planning and Zoning Commission Report
4. Public Hearing
5. Conditional Use Permit

11. Discuss and consider the Selection of Bid for Grounds Maintenance Contract and approval of Grounds Maintenance Contract with selected bidder. Sponsor: Councilmember Wade King

- 12.** Discuss and consider approval of a Wastewater Service and Fee Agreement between the City of Dripping Springs and Blue Ridge 3, LLC regarding the Blue Ridge Office Park.
- 13.** Discuss and consider approval of a professional service agreement with Freese & Nichols Engineering for PS&E design of the Rob Shelton pedestrian improvements CSJ 0914-33-087 funded by the 2019 TxDOT TASA grant program.
- 14.** Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas amending the current 2020-2021 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.
 1. Staff Report
 2. Public Hearing
 3. Budget Amendment Ordinance

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

- 15.** **Maintenance Director's Monthly Report**
Craig Rice, Maintenance Director
- 16.** **Development Agreement Working Group Report**
Laura Mueller, City Attorney
- 17.** **City Attorney Report**
Laura Mueller, City Attorney

EXECUTIVE SESSION AGENDA

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

- 18. Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
- 19. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
- 20. Consultation with City Attorney regarding legal issues related to Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD 11.** *Consultation with City Attorney, 551.071*

21. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

22. **Consultation with City Attorney regarding legal issues related to the South Regional Water Reclamation Expansion Project Easement Acquisition and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*

UPCOMING MEETINGS

City Council Meetings

June 15, 2021 at 6:00 p.m.
July 7, 2021 at 6:00 p.m.
July 20, 2021 at 6:00 p.m.
August 3, 2021 at 6:00 p.m.
August 17, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

June 9, 2021 Utility Commission at 4:00 p.m.
June 14, 2021 TIRZ No. 1 & No. 2 Board at 4:00 p.m.
June 14, 2021 Founders Day Commission at 6:30 p.m.
June 17, 2021 Farmers Market Association Board at 10:00 a.m.
June 17, 2021 Emergency Management Commission at 12:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **June 4, 2021 at 3:00 p.m.***

City Secretary

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

It All Starts with a Visit!

Dripping Springs Visitors Bureau
Destination Dripping Springs



Dripping Springs Visitors Bureau

- 501(c)(3) charitable non-profit organization
- 2 staff members
 - Pam Owens – President/CEO
 - Hope Boatright – Communications & Marketing Specialist
- 10 Office volunteers
- Governed by a board of directors
- Assisted by a Tourism Advisory Team made up of local tourism business partners as well as a City and a Chamber of Commerce representative
- Destination Dripping Springs is the marketing arm of the DSVB

Funding Sources

- Annual HOT grant from City of Dripping Springs
- Small grant from Dripping Springs Chamber of Commerce
- Portion of ad proceeds from DS Visitor's Guide
- DestinationDrippingSprings.com digital marketing program
- Fundraisers by DSVB – none in 2020
 - Dripping with Taste Trail Passport
 - Dripping Springs Songwriters Festival

Visitors Center

- Closed March 20 until May 11, 2020, when we opened on limited basis. One staff member worked in office in morning and other in afternoon otherwise we worked at home. Masked staff met visitors only on the porch.
- No volunteers in office until May 2021 – 3 hours per day, 4 days per week
- Beginning regular schedule of 2 volunteers per day starting week of June 14

For perspective:

Number of visitors in 2019 – 1375

Number of visitors in 2020 – 634

Number of visitors in 5 months of 2021 – 413



Destination Dripping Springs

Website – **DestinationDrippingSprings.com**

- Blog Posts – wide variety of information about things to do
- Event Calendar – live music and events

Newsletter – emailed to 6,000 per month with average open rate of 26%

Social Media – postings weekly

- Facebook
- Instagram
- Pinterest
- Twitter
- YouTube





Wedding Capital of Texas®

WCOT started by DS Chamber of Commerce – now owned and managed by DSVB

- Social Media – postings weekly
 - Facebook
 - Instagram
- Monthly Newsletter – launched this year for wedding professionals
- Monthly Network Meetings – for wedding professionals
- Showcase – annual event with approximately 30 vendors from DS area for engaged couples and their families. Includes tours at wedding related businesses. Held this year at the new Distiller’s Hall at Dripping Springs Distilling on Sunday, July 25.



Dripping with Taste® Trail Passport

- The Passport is a fundraiser for the Visitor's Bureau and is a way for us to promote our craft beverage scene
- Participating wineries, breweries and distilleries give away a glass or a flight of their products on the "Trail"
- This year's passport is digital through a contract with Bandwango
- We receive funds from participant's purchase and promote the Trail through:
 - Social Media
 - Press Releases
 - Webpage
 - Texas Highways digital banner



Dripping Springs Songwriters Festival

Purchased by the Dripping Springs Visitors Bureau in 2020

7th Annual is first festival DSVB is producing

Includes but not limited to:

- Vetting songwriters
- Soliciting and securing sponsorships
- Marketing and advertising
- Social Media
 - Facebook
 - Instagram
- Securing housing for songwriters
- Securing and managing more than 50 volunteers
- Working with historic district host venues



Birding in Dripping Springs

- Created Birding webpage on DestinationDrippingSprings.com
- Monthly Newsletter – Birds & Blooms launched this spring
- Assist City of Dripping Springs with:
 - Bird City designation application
 - Festival of Flight at Charro Ranch Park



Music Friendly Community

- Received designation in May 2021
- Created Music Friendly page on DestinationDrippingSprings.com
- Developed a PR campaign
- Developed community advisory board
- Collecting names/contacts of community music members

Film Friendly Community

- Received designation in August 2018
- Assist scouts/film producers to find locations, contacts, etc.
- Assist with required city documentation



Holiday Lighting

- Since 2018, the Visitors Bureau has campaigned for community members and businesses to donate to light up Historic Mercer Street.
- Each year we've been able to add additional lighting, decorations and a photo op.
- This year we'll have a community drive committee to increase awareness and overall presentation.
- The "Buy A Light" donation campaign starts on August 1.



Advertising – Paid Media

- Texas Highways – print ads and digital banners
- TourTexas.com – leading Texas travel website with trip itineraries, videos and custom content
- Madden Media Program – social influencer visit
- Texas Hill Country Trail Region – map ad

DISCOVER DESTINATION DRIPPING SPRINGS

IT ALL STARTS HERE

And it all HAPPENS here! Within the Wedding Capital of Texas®, there's 35+ wineries, breweries & distilleries, 10 area parks, live music nearly every night of the week & so much more!

DRIPPING SPRINGS
GATEWAY TO THE HILL COUNTRY

DESTINATION DRIPPING SPRINGS

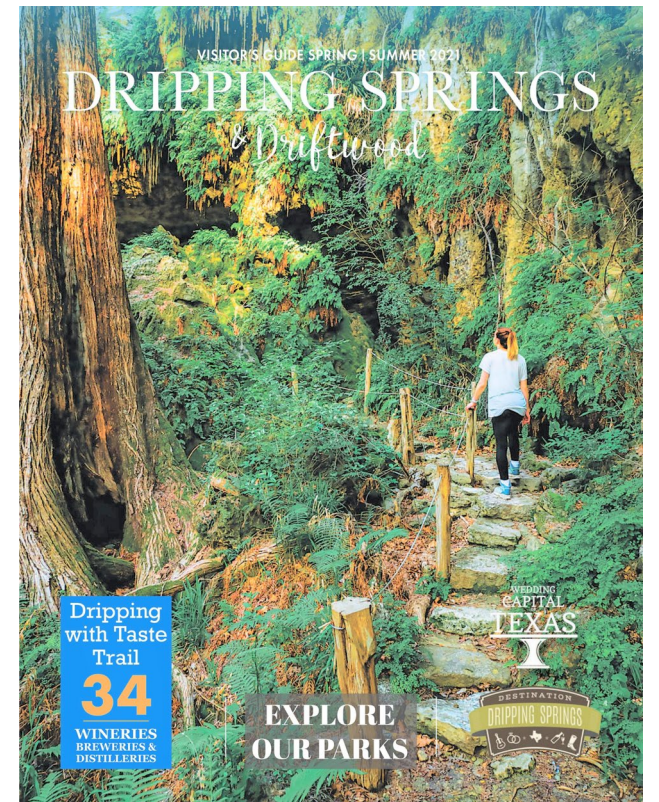
DESTINATIONDRIPPINGSRINGS.COM

SAY 'I DO' IN
THE WEDDING CAPITAL OF TEXAS®

BEGIN PLANNING

Visitor Guides

- Staff assists the publisher with topics, photos, lists and articles
- 15,000 printed twice yearly – Spring/Summer and Fall/Winter
- Distributed to the 11 Texas information centers, Hill Country and Dripping Springs/Driftwood locations and to DS Century News subscribers
- Included in the Chamber of Commerce new resident bags and given to guests who stop by the Visitors Center
- Given to local businesses and homeowner associations
- Placed in the 2 magazine racks on Mercer Street and 2 at the Visitors Center



Solar Eclipses

- Planning and already marketing for the 2023 annular and the 2024 total eclipse
- Have developed webpage on DestinationDrippingSprings.com for information
- Working with other Hill Country community leaders to prepare since the Hill Country and Dripping Springs in the center of totality.



Texas Hill Country Trail Region

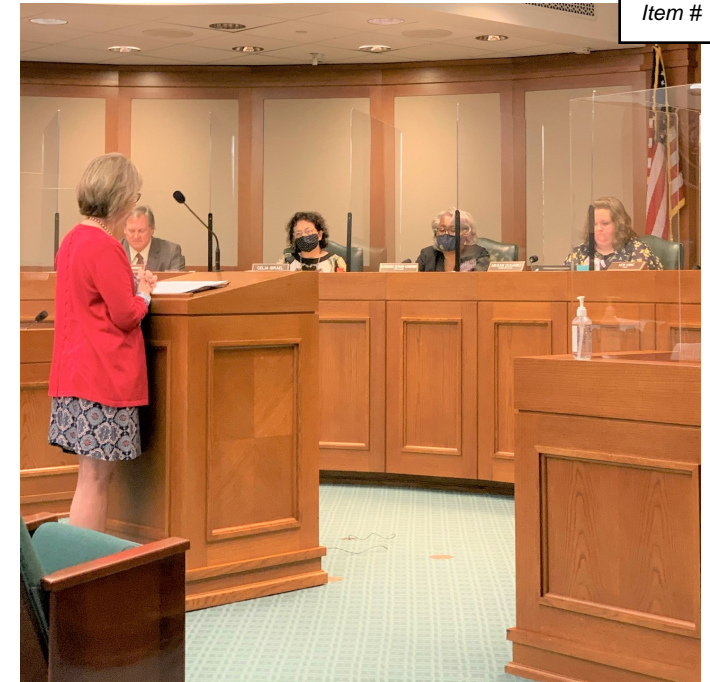
- Pam serves as president of the 19 county organization with an emphasis on historic locations
- We participate with other communities in the Region's marketing and workshops
- Had co-op marketing campaign with Dallas-based social media influencer who visited Dripping Springs earlier this month



TEXAS HISTORICAL COMMISSION
TEXAS HERITAGE TRAILS PROGRAM

Advocacy

- Participate with the Texas Travel Association's advocacy efforts for tourism funding
- Hope serves on the board of the Dripping Springs Women's Club
- Pam serves on the Dripping Springs Ranch Park Board of Directors
- Distribute monthly press releases to local and regional publications to keep Dripping Springs tourism in the forefront and top of mind
- Sponsor Tourism Tuesday - networking for local tourism professionals
- Participate in annual National Travel & Tourism Week





CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, May 11, 2021 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/84334603270?pwd=aHNvKzJ0QmhuS0lGaHN6K1J4SjdyQT09>

Meeting ID: 843 3460 3270

Passcode: 995350

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/u/kbFhyjxdd5>

Join by Skype for Business: <https://us02web.zoom.us/skype/84334603270>

CALL TO ORDER AND 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

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Treasurer Gina Gillis

Finance Director Shawn Cox

Communications Director Lisa Sullivan

City Secretary Andrea Cunningham

Senior Planner Amanda Padilla

Public Works Coordinator Aaron Reed

Parks & Community Services Director Kelly Schmidt

IT Coordinator Misty Dean
 City Planner Abraham Martinez
 City Engineer Chad Gilpin
 Emergency Management Coordinator Roman Baligad
 Architectural Consultant Keenan Smity, City Lights Design
 Planning & Zoning Commission Chair Mim James
 Historic Preservation Commission Chair Bruce Lewis

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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Tom Crawford and Vicky Lewis spoke regarding public restrooms on Mercer Street.

PROCLAMATIONS & PRESENTATIONS

- 1. Approval of a Proclamation of the City of Dripping Springs Recognizing the Service and Contributions of City Treasurer Gina Gillis and Proclaiming May 13, 2021 "Gina Gillis Day". Sponsor: Mayor Bill Foulds, Jr.**

Todd Purcell read and presented the proclamation to Gina Gillis.

Via unanimous consent the City Council approved a Proclamation of the City of Dripping Springs Recognizing the Service and Contributions of City Treasurer Gina Gillis and Proclaiming May 13, 2021 "Gina Gillis Day".

ELECTIONS

- 2. Approval of an Ordinance canvassing returns and declaring results of the General Election held on May 1, 2021 for the purpose of electing three (3) City Council Members for Place 1, Place 3 and Place 5; and providing for the following: election, canvassing the returns, election results, authorization to execute, effective date, and proper notice and meeting.**

A motion was made by Mayor Pro Tem Manassian to approve **an Ordinance canvassing returns and declaring results of the General Election held on May 1, 2021 for the purpose of electing three (3) City Council Members for Place 1, Place 3 and Place 5; and providing for the following: election, canvassing the returns, election results, authorization to execute, effective date, and proper notice and meeting.** Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-16

CONSENT AGENDA

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

3. **Approval of the April 13, 2021 City Council & Board of Adjustment regular meeting minutes, and the April 20, 2021 City Council regular meeting minutes.**
4. **Approval of a Professional Services Agreement between the City of Dripping Springs and Gina Gillis for Financial Services.**
5. **Approval of the Appointment of Russell Paxton to the Emergency Management Commission as representative of Non-Profit Organizations and for a term ending January 1, 2022.**
6. **Approval of a Resolution Appointing Deputy City Manager Ginger Faught to Place 3 of the Driftwood Economic Development Municipal Management Board of Directors.**

Filed as Resolution No. 2021-R12

7. **Approval of the Heritage Traffic Impact Analysis and required Transportation Improvements listed in the HDR Technical Memo. Applicant: Alex Granados, P.E. Kimley-Horn & Associates**
8. **Approval of the April 2021 City Treasurer's Report.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 3 – 8. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

9. **Public hearing and consideration of possible action of an Annexation Ordinance and Service Agreement (ANNEX2021-0002), and an Ordinance for zoning amendment (ZA2021-0002) from AG, Agricultural to Single-Family Residential District – Moderate Density (SF-2) and Multiple-Family Residential District (MF) with a Conditional Use**

Overlay for an approximately 78.021 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey, Abstract No. 222, located at 2901 W US Highway 290, Dripping Springs, Texas 78620. Applicant: Brian Estes, PE/ Cristina Cordoba, Civil and Environmental Consultants Inc

Planning and Zoning Commission request postponement to the June 8, 2021 City Council Meeting.

1. Presentation – No presentation given.

2. Staff Report

Amanda Padilla presented the staff report which is on file. The applicant has requested postponement.

3. Planning & Zoning Commission Report

Chair James: Commission recommended postponement to the May 25, 2021 Planning & Zoning Commission meeting unanimously 7 to 0.

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

A motion was made by Mayor Pro Tem Manassian to postpone an Annexation Ordinance and Service Agreement (ANNEX2021-0002), and an Ordinance for zoning amendment (ZA2021-0002) from AG, Agricultural to Single-Family Residential District – Moderate Density (SF-2) and Multiple-Family Residential District (MF) with a Conditional Use Overlay for an approximately 78.021 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey, Abstract No. 222, located at 2901 W US Highway 290, Dripping Springs, Texas 78620, to the June 8, 2021 City Council regular meeting. Council Member Crow seconded the motion which carried unanimously 5 to 0.

10. Discuss and consider approval of Ordinances Amending the Certificate of Appropriateness Process and Mobile Food Vendors in the Mercer Street Historic District.

1. Staff Report

Laura Mueller presented the staff report which is on file. Staff recommends approval of the procedural changes and wait for substantive changes until the Code Rewrite is complete.

2. Planning & Zoning Commission Report

Chair James: Commissioner recommended approval of procedural changes to the Certificate of Appropriateness unanimously 7 to 0; and recommended no substantive changes until the Code Rewrite is complete unanimously 7 to 0.

3. Historic Preservation Commission Report

Chair Lewis: Commission recommended approval of procedural changes to the Certificate of Appropriateness 4 to 0 and recommended that all Mobile Food Vendors be required to provide screening from the right-of-way on Mercer Street and be positioned behind the current closest building 4 to 0.

4. Public Hearing

Vicky Lewis spoke in favor of the Historic Preservation Commission recommendation.

5. Ordinance Amendments

A motion was made by Council Member Crow to approve an Ordinance amending the process and procedure for Certificate of Appropriateness requiring denials to be appealed to the City Council and that unanimous denials by the Historic Preservation Commission require a super majority by the City Council for approval; and, to wait to make changes to the Mobile Food Vendor requirements until the Zoning Code Rewrite is complete and that a member of the Historic Preservation Commission be included on the committee for rewrites that affect the Historic Districts. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-17

11. Discuss and consider an ordinance amending City Council meeting dates and direction on setting Planning and Zoning Commission dates.

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

A motion was made by Council Member Crow to approve an Ordinance amending City Council meeting dates. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

The City Council directed staff to change Planning & Zoning Commission meetings to two per month on the 2nd and 4th Tuesday of each month; and that changes take effect July 1, 2021.

Filed as Ordinance No. 2021-18

12. Discuss and consider approval of a Resolution Appointing a City Treasurer for the City of Dripping Springs.

A motion was made by Council Member Harris-Allison to approve a **Resolution Appointing Shwan Cox as City Treasurer for the City of Dripping Springs**. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Resolution No. 2021-R13

13. Discuss and consider approval of a Resolution authorizing execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation for Rob Shelton Intersection Improvements. Sponsor: Council Member Crow

Aaron Reed presented the staff report which is on file.

No action was taken on this item.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney, and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Items 19 – 24 and Business Agenda Items 13 and 14. Council Member Crow seconded the motion which carried unanimously 5 to 0.

The City Council met in Executive Session from 7:11 p.m. – 8:17 p.m. No action or vote was taken during Executive Session.

Mayor Foulds returned the meeting to Open Session at 8:17 p.m.

OPEN SESSION

- 14. Discuss and consider approval of an Amended Road Agreement for Offsite Improvements related to Planned Development District 11 on Rob Shelton Boulevard south of Highway 290. Applicant: CRTX Development, LLC.**

A motion was made by Mayor Pro Tem Manassian to approve an Amended Road Agreement for Offsite Improvements related to Planned Development District 11 on Rob Shelton Boulevard south of Highway 290 with the condition that the not to exceed amount be increased to \$327,000.00 Council Member Crow seconded the motion which carried unanimously 5 to 0.

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

Reports are on file and available for review upon request.

- 15. Maintenance Director's Monthly Report**
Craig Rice, Maintenance Director
- 16. Unified Development Code Update Monthly Report**
Amanda Padilla, Senior Planner
- 17. Economic Development Committee Monthly Report**
Kim Fernea, EDC Chair
- 18. Transportation Committee Monthly Report**
Jim Martin, Interim Chair

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about

Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

19. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
20. **Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
21. **Consultation with City Attorney regarding legal issues related to Municipal Utility District financing options and proposals for the proposed Wild Ridge development.** *Consultation with City Attorney, 551.071*
22. **Consultation with City Attorney regarding legal issues related to Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements.** *Consultation with City Attorney, 551.071*
23. **Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.071.*
24. **Consultation with City Attorney regarding legal issues related to the South Regional Water Reclamation Expansion Project Easement Acquisition.** *Consultation with City Attorney, 551.071*

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

UPCOMING MEETINGS

City Council Meetings

May 18, 2021 at 6:00 p.m.

June 8, 2021 at 6:00 p.m.

June 15, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

May 12, 2021 at 4:00 p.m., Utility Commission

May 20, 2021 at 10:00 a.m., Farmers Market Association Board

May 20, 2021 at 12:00 p.m., Emergency Management Commission

May 24, 2021 at 3:30 p.m., Transportation Commission

May 25, 2021 at 6:30 p.m., Planning & Zoning Commission

May 26, 2021 at 4:00 p.m., Economic Development Committee

June 2, 2021 at 12:00 p.m. DSRP Board

June 3, 2021 at 4:00 p.m. Historic Preservation Commission

June 7, 2021 at 6:00 p.m. Parks & Recreation Commission

ADJOURN

A motion was made by Council Member Crow to adjourn the meeting. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 8:19 p.m.

APPROVED ON: June 8, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



CITY COUNCIL REGULAR MEETING - AMENDED AGENDA
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, May 18, 2021 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds 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 4 April Harris Allison
 Council Member Place 5 Travis Crow
 Council Member Elect Place 3 Geoffrey Tahuahua
 Council Member Elect Place 5 Sherrie Parks

City Council Member absent was:

Council Member Place 2 Wade King

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 City Attorney Laura Mueller
 City Secretary Andrea Cunningham
 Finance Director Shawn Cox
 Communications Director Lisa Sullivan
 Parks & Community Services Director Kelly Schmidt
 Public Works Coordinator Aaron Reed
 IT Coordinator Misty Dean
 TIRZ Project Manager Keenan Smith
 TIRZ No. 1 & No. 2 Board Chair David Edwards
 Municipal Court Judge Marilyn Miller
 Hays County Precinct 4 Justice of the Peace John Burns

PLEDGE OF ALLEGIANCE

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

ELECTIONS

- 1. Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Council Member Place 1, Place 3 and Place 5.**

1. Council Member Elect Place 1, Taline Manassian

Mayor Bill Foulds, Jr. administered Council Member Elect Taline Manassian's Oath of Office and issued the Certificate of Election.

2. Council Member Elect Place 3, Geoffrey Tahuahua

City of Dripping Springs Municipal Court Judge Marilyn Miller administered Council Member Elect Geoffrey Tahuahua's Oath of Office and issued the Certificate of Election.

3. Council Member Elect Place 5, Sherrie Parks

Hays County Precinct 4 Justice of the Peace John Burns administered Council Member Elect Sherrie Parks' Oath of Office and issued the Certificate of Election.

2. Discuss and consider the Appointment of a City Council Member to serve as Mayor Pro Tem for a term ending May 7, 2022.

A motion was made by Council Member Harris-Allison to appoint Council Member Place 1 Taline Manassian as Mayor Pro Tem for a term ending May 7, 2022. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

PRESENTATION OF CITIZENS

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

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

3. Approval of a Proclamation proclaiming the month of June 2021 as "Pride Month" in the City of Dripping Springs. Sponsor: Mayor Pro Tem Manassian

Mayor Pro Tem Manassian read the proclamation and presented it to Dripping Springs Community Empowering Positive Change representative Elizabeth Alaniz. Juana Searcy spoke regarding the proclamation.

Via unanimous consent, the City Council approved a Proclamation proclaiming the month of June 2021 as "Pride Month" in the City of Dripping Springs.

CONSENT AGENDA

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

4. Approval of the April 28, 2021 City Council special meeting minutes.

A motion was made by Council Member Harris-Allison to approve Consent Agenda Item 1. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

BUSINESS AGENDA

5. Discuss and Consider Approval of a PSA for Transportation Engineering Services with HDR Engineering.

Aaron Reed 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 PSA (Professional Services Agreement) for Transportation Engineering Services with HDR Engineering. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

6. Discuss and consider approval of a Resolution of the City Council of the City of Dripping Springs Texas, authorizing the submission of a nomination for funding from the Texas Department of Transportation's 2021 Transportation Alternatives Program; and authorizing the Mayor to act as the City's authorized representative in all matters pertaining to the City's participation in the 2021 Transportation Alternatives Program.

Aaron Reed presented the staff report which is on file. Staff recommends approval of the resolution.

A motion was made by Mayor Pro Tem Manassian to approve a Resolution of the City Council of the City of Dripping Springs Texas, authorizing the submission of a nomination for funding from the Texas Department of Transportation's 2021 Transportation Alternatives Program; and authorizing the Mayor to act as the City's authorized representative in all matters pertaining to the City's participation in the 2021 Transportation Alternatives Program. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

Filed as Resolution No. 2021-R14

7. Discuss and consider approval of a Resolution of the City Council of the City of Dripping Springs Texas, authorizing the submission of a nomination for funding from the Texas Department of Transportation's 2021 Transportation Alternatives Program; and

authorizing the Mayor to act as the City's authorized representative in all matters pertaining to the City's participation in the 2021 Transportation Alternatives Program.

Council Member Tahuahua recused from this item.

Aaron Reed presented the staff report which is on file. Staff recommends approval of the resolution.

A motion was made by Council Member Harris-Allison to approve a Resolution of the City Council of the City of Dripping Springs Texas, authorizing the submission of a nomination for funding from the Texas Department of Transportation's 2021 Transportation Alternatives Program; and authorizing the Mayor to act as the City's authorized representative in all matters pertaining to the City's participation in the 2021 Transportation Alternatives Program. Council Member Parks seconded the motion which carried 3 to 0 to 1, with Council Member Tahuahua recused.

Filed as Resolution No. 2021-R15

8. Discuss and consider possible action on TIRZ projects. Sponsor: Mayor Pro Tem Manassian

Laura Mueller presented the staff report which is on file.

The City Council took action on this item in Open Session following Executive Session.

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

Reports are on file and available for review upon request.

**9. April 2021 Parks & Community Services Director's Report
Kelly Schmidt, PCS Director**

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property, and regarding Executive Session Agenda Items 10-16. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

EXECUTIVE SESSION AGENDA

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

10. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
11. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
12. **Consultation with City Attorney regarding legal issues related to Municipal Utility District financing options and proposals for the proposed Wild Ridge development.** *Consultation with City Attorney, 551.071*
13. **Consultation with City Attorney regarding legal issues related to the South Regional Water Reclamation Expansion Project Easement Acquisition and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
14. **Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.071.*
15. **Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
16. **Consultation with City Attorney regarding legal issues related to Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD 11.** *Consultation with City Attorney, 551.071*

The City Council met in Executive Session from 6:45 p.m. – 8:25 p.m. No vote or action was taken during Executive Session.

Mayor Foulds, Jr. returned the meeting to Open Session at 8:25 p.m.

OPEN SESSION

Business Agenda Item No. 8

8. **Discuss and consider possible action on TIRZ projects.** *Sponsor: Mayor Pro Tem Manassian*

A motion was made by Mayor Pro Tem Manassian to retain a realtor to pursue land acquisition options as discussed in Executive Session. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

A motion was made by Mayor Pro Tem to pull Executive Session Agenda Item 13 for consideration in Open Session. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

- 13. Consultation with City Attorney regarding legal issues related to the South Regional Water Reclamation Expansion Project Easement Acquisition and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*

A motion was made by Mayor Pro Tem Manassian to authorize the Mayor and Deputy City Administrator to offer and approve easement acquisition up to the appraisal amount on property as discussed in Executive Session. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

A motion was made by Mayor Pro Tem Manassian to approve a Resolution of the City of Dripping Springs opposing Lazy W District No. 1, a Municipal Utility District and Lazy W Conservation District. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

Filed as Resolution No. 2021-R16

UPCOMING MEETINGS

City Council Meetings

June 8, 2021 at 6:00 p.m.

June 15, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

May 20, 2021 at 10:00 a.m. Farmers Market Association Board

May 20, 2021 at 12:00 p.m. Emergency Management Commission

May 24, 2021 at 3:30 p.m. Transportation Committee

May 24, 2021 at 6:30 p.m. Founders Day Commission

May 25, 2021 at 6:00 p.m. Planning & Zoning Commission

May 26, 2021 at 4:00 p.m. Economic Development Committee

June 2, 2021 at 12:00 p.m. DSRP Board

June 4, 2021 at 4:00 p.m. Historic Preservation Commission

June 7, 2021 at 6:00 p.m. Parks & Recreation Commission

ADJOURN

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

This regular meeting adjourned at 8:30 p.m.

APPROVED ON: June 8, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: 06/08/2021

Agenda Item Wording: Consider approval of a Resolution approving and accepting a construction bond for Bunker Ranch Phase 3 sitework, utilities, paving, and drainage.

Agenda Item Requestor:

Summary/Background: Bunker Ranch wishes to extend Bryce Lane and associated utilities and drainage in Phase 3 to provide access to the Florio tract. The replat of Phase 3 requires improvements be complete or fiscal surety be posted. City staff has reviewed the cost estimate and the construction bond for the improvements.

**Commission
Recommendations:**

**Recommended
Council Actions:** City staff recommends approval.

Attachments:

Next Steps/Schedule: Send to City Secretary for execution.

PERFORMANCE BOND
(Subdivision Improvements)

Bond No. : 4404808
Premium: \$2,858.00

WHEREAS, Bunker Ranch, LLC (herein designated as "Principal"), and FCCI Insurance Company (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated 11th May, 2021 and identified as project Bunker Ranch Phase 3, Bryce Lane Road STUB, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and FCCI Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of One Hundred Fourteen Thousand Three Hundred Ten and Forty Eight Cents dollars (\$ 114,310.48) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

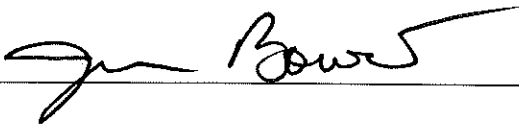
As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on 17th, May, 2021.

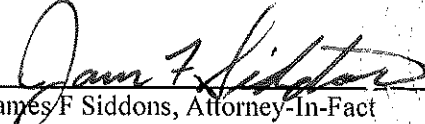
Principal

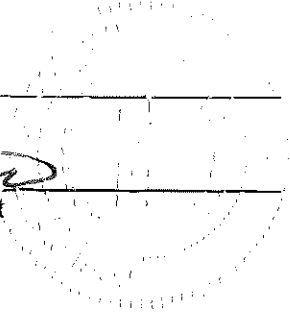
Bunker Ranch, LLC

By: 

Surety

FCCI Insurance Company

By: 
James F Siddons, Attorney-In-Fact





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Patrick L Watkins; James F Siddons; Sheila Pennington Noxon; Joy Holten; April M Terbay; Andy Webb; Rodney T. Watkins; Hanna Ruth Ogle

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch, President FCCI Insurance Company



Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

State of Florida County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

State of Florida County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 17th day of May, 2021

Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R

RESOLUTION NO. _____

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**APPROVING CONSTRUCTION BOND FOR
BIG SKYBUNKER RANCH SUBDIVISION PHASE 3+**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR **BIG SKYBUNKER RANCH** SUBDIVISION PHASE 3+, SITEWORK, UTILITIES, PAVING AND DRAINAGE; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, An engineering estimate for the City of Dripping Springs ("City") sitework, utilities, paving and drainage ("Work") for Big SkyBunker Ranch Ranch Subdivision Phase 3+ has been met with a bond ("Bond") by Liberty Mutual Insurance CompanyFCCI Insurance Company ("Surety") to begin such Work; and

WHEREAS, City staff has reviewed the attached Bond and found it acceptable and in compliance with the City's code; and

WHEREAS, the City Council of the City of Dripping Springs ("Council") deems this bond is sufficient and is in the best interest of the City to approve and accept the Bond; and

WHEREAS, the Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company's proposed Construction Bond, which stands as security for said completion of sitework, utilities, paving and drainage of Big SkyBunker Ranch Subdivision Phase 3+, Bond number 4404808609202843 in the sum of \$3,848,641.61114,310.48 —attached hereto as Attachment "A" and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor's designee to execute on the City's behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.

6. The City Secretary is instructed to file a copy of this Resolution among City records.
7. 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.

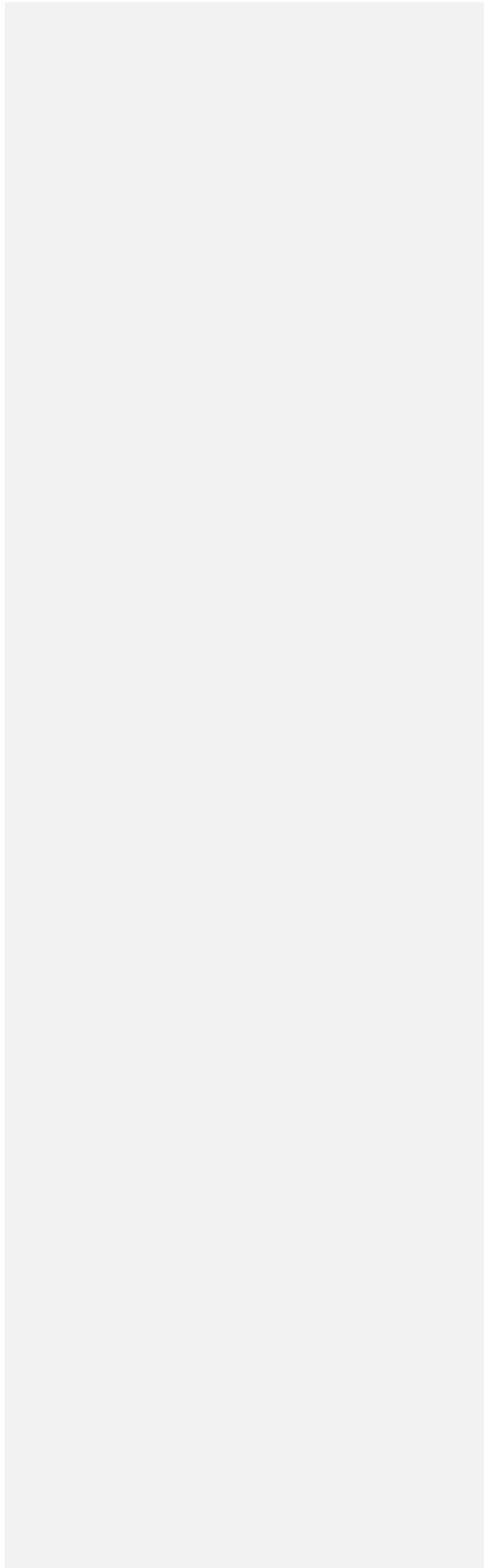
CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

(INSERT BOND)





City of Dripping Springs

Report to the Mayor and Members of the City Council

Submitted by the Finance Director/City Treasurer

For the Month Ending May 31, 2021

June 8, 2021

General Fund Revenues are **\$1.029 Million** over year-to-date projections. Building Code fees are continuing to come in over year-to date projections. While subdivision fees are currently behind projects (approximately \$32,000.00) Site Development Fees are ahead of projections by approximately \$118,000.00. As mentioned in the previous report, most Park Program Revenues, which are predominantly Camp Revenues have been transferred into Dripping Springs Ranch Park Fund.

General Fund Expenditures continue to remain in line with projections. The total budgeted transfer to the Reserve Fund (\$200,000.00) has been. Due to the utilization of Incode to process the last payroll in May (May 21st) there are some discrepancies in the Income Report related to salaries. These are primarily due to the reimbursement of Farmers Market salaries. These will be reconciled once we fully transition to Incode and are no longer using Sage. This is anticipated to be completed in June.

Wastewater Revenues are ahead of year-to-date projects by approximately **\$300,000.00**. This is primarily due to higher than anticipated Sales Tax transfers from the General Fund, and higher than anticipated Cable & PEC Franchise Fee payments. While most revenue line items are over or near their projections, Delayed Connection Fees are currently behind projections by approximately \$66,000.00. These revenues are expected to increase, but total FY 2021 collections may be under budget by approximately \$9,000.00.

Year-to-date expenditures in the Wastewater Fund are over projections by approximately \$28,000.00. However, they are more in line than previously reported for April. The last outlay request from the TWDB has still not been received.

As reported in April, Dripping Springs Ranch Park revenues did pick up in May. Of the \$48,825.00 budgeted for Programs (primarily Coyote Camp), \$36,559.50 has already been collected.

On May 31st, the City's cash balances were **\$18.046 Million**. This is a 4% decrease from the previous month's cash balances. This is due to principal and interest payments made on the City's 2015 and 2019 Debt Services. A total of **\$18,595.91** was collected in interest revenues for the Month of May. The General Fund, Wastewater Utility Fund, and Dripping Springs Ranch Park Fund Operating statements are included with this report.

Respectfully Submitted,

Shawn Cox

Finance Director/City Treasurer

City of Dripping Springs GENERAL FUND
Income Statement
For the Eight Months Ending May 31, 2021

Item # 4.

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Sales Tax Revenue	\$ 228,867.02	\$ 214,172.85	\$ 1,534,724.76	\$ 1,713,382.80
Mixed Beverage	6,359.31	0.00	42,900.05	29,000.00
Alcohol Permit Fees	0.00	416.67	1,614.39	3,333.36
Ad Val Tax Interest /Penalties	1,243.58	333.33	4,636.17	2,666.64
Ad Valorem Tax	16,435.21	135,943.15	1,591,307.12	1,087,545.20
Transfer from Park Dedication	0.00	14,350.00	56,334.88	114,800.00
TXF from Landscaping Fund	0.00	541.67	0.00	4,333.36
FEMA Funds Dam Repair	0.00	17,163.95	205,967.45	137,311.60
CARES Act	63,490.01	24,917.51	63,490.01	24,917.51
City Sponsored Events	0.00	0.00	1,277.50	0.00
Subdivision Fees	500.00	51,850.00	382,496.25	414,800.00
Site Development Fees	31,498.37	16,208.33	248,390.39	129,666.64
Other Fees (Zoning, Sign, Ord)	4,910.00	5,416.67	41,989.81	43,333.36
Building Code Fees	128,651.10	83,333.33	1,142,579.39	666,666.64
Solid Waste	0.00	0.00	29,952.23	27,000.00
Community Service Fees	335.00	0.00	2,255.00	0.00
Programs	(16,876.00)	0.00	9,172.00	0.00
Swim Lesson Fees	80.00	0.00	80.00	0.00
Pool Pass Fees	2,937.50	0.00	2,937.50	0.00
Park Rental Income	(237.50)	0.00	2,266.78	0.00
Park Donations & sponsors	0.00	0.00	13,509.08	0.00
Pavilion, & Pool Rental	785.50	0.00	1,930.50	0.00
Muni Court Fines/Special Fees	0.00	20.83	0.00	166.64
Checking Acct Interest	4,943.22	2,916.67	33,939.52	23,333.36
Txf from Contingencies	0.00	0.00	0.00	12,800.00
Other Income	4,842.47	3,333.33	50,027.56	26,666.64
Fleet and Equipment Sales	0.00	0.00	2,100.00	0.00
Health Permits/Inspections	11,660.00	3,750.00	58,050.00	30,000.00
ESD Inspections Income	0.00	833.33	6,402.44	6,666.64
TXF from HOT	0.00	0.00	0.00	2,200.00
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Total Revenues	490,424.79	575,501.62	5,530,330.78	4,500,590.39
Expenses				
TML Liability Insurance	0.00	0.00	11,370.00	11,076.75
TML Property Insurance	0.00	0.00	26,134.50	18,775.50
TML Workmen's Comp Insurance	0.00	0.00	20,537.25	16,519.50
Office Salaries	123,537.73	151,593.51	1,156,509.46	1,212,748.08
City OT	510.78	0.00	5,571.98	0.00
DSRP Parks	18,171.27	27,013.13	164,406.63	216,105.04
Pool Management	4,157.87	0.00	5,279.12	0.00
DSFM Manager	(252.65)	0.00	(252.65)	0.00
FM Specialist	4.01	0.00	4.01	0.00
DSRP OT	238.14	0.00	3,630.83	0.00
PCS Parks PR	3,148.92	0.00	4,723.92	0.00
Camp Staff	1,333.42	0.00	1,333.42	0.00
PCS Parks OT	20.25	0.00	20.25	0.00
Storm Damage	8.03	0.00	36,980.24	0.00
Dam Repair	0.00	0.00	3,050.85	0.00
Harrison Hills Trails project	0.00	0.00	6.43	0.00
Vandalism Repairs	0.00	0.00	230.78	0.00
ON CALL	400.00	0.00	6,600.00	0.00
Bldg. Inspector	277,715.20	76,666.67	1,082,587.73	613,333.36
Health Inspector	5,316.24	3,750.00	25,627.54	30,000.00
Bad Debt Expense	2,570.66	416.67	2,570.66	3,333.36
St. Unemployment Ins.-Off	0.00	0.00	22,713.15	0.00
TMRS Retirement	4,960.05	8,888.48	72,446.25	71,107.84
Employee Benefits	48,608.35	18,982.93	139,650.40	151,863.44

City of Dripping Springs GENERAL FUND
Income Statement
For the Eight Months Ending May 31, 2021

Item # 4.

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Office FICA	5,095.17	0.00	72,730.16	0.00
Parks FICA	476.95	0.00	27,772.10	0.00
Office Med	1,191.58	0.00	17,869.20	0.00
Parks Med	78.08	0.00	2,267.22	0.00
Financial Services	11,193.75	10,416.67	118,585.00	83,333.36
Engr/Surveying Services	0.00	5,833.33	31,271.25	46,666.64
Architect&Landscape Consultant	0.00	416.67	4,780.68	3,333.36
OFR Grant Writer	0.00	1,071.43	0.00	3,214.29
Lighting Consultant	0.00	83.33	50.00	666.64
Human Resource Consultant	500.00	833.33	500.00	6,666.64
Special Counsel and Consultant	0.00	6,166.67	30,789.10	49,333.36
Muni Court Attorney/ Judge	0.00	1,291.67	2,600.00	10,333.36
Records Management	60.00	83.33	480.00	666.64
Fleet Acquisition	160.00	7,066.67	79,923.94	56,533.36
Fleet Maintenance	744.69	1,112.50	7,173.35	8,900.00
Office Supplies	2,036.80	2,083.33	12,088.01	16,666.64
Founders Park/Pool Supplies	629.59	864.58	1,080.56	6,916.64
Sports & Rec Park Supplies	0.00	16.67	0.00	133.36
Pool Chemicals	149.32	500.00	7,278.32	4,000.00
Office Equip & Misc Office Exp	5,569.30	500.00	5,569.30	4,000.00
Maintenance Equipment	0.00	750.00	5,816.19	6,000.00
Maintenance Supplies	19.93	377.08	1,457.33	3,016.64
Pool Equipment	953.00	83.33	953.00	666.64
Charro Ranch Supplies	0.00	16.67	37.10	133.36
General Park Supplies	280.42	333.33	1,942.34	2,666.64
Parks Mileage	41.40	0.00	136.20	0.00
Park Dues, Fees, Subscriptions	0.00	226.59	1,543.92	1,812.72
Network & Telephone	1,516.21	2,083.33	11,603.35	16,666.64
Office IT Equipment & Support	6,238.80	5,255.83	48,417.08	42,046.64
Software	19,239.24	17,781.08	119,755.33	142,248.64
Pool Phone & Network	95.31	100.00	1,030.98	800.00
Park Telephone	0.00	0.00	20.66	0.00
Portable Toilets Parks	460.00	481.67	3,680.00	3,853.36
Postage & Shipping	395.60	291.67	1,788.69	2,333.36
Family Violence Center	0.00	7,000.00	0.00	7,000.00
Lighting Compliance	0.00	166.67	1,000.00	1,333.36
Public Safety	0.00	0.00	3,400.00	3,400.00
Stephenson Maintenance	0.00	0.00	8.98	0.00
Office Maintenance/Repairs	1,638.87	905.00	6,517.01	7,240.00
City Hall Improvements	463.09	416.67	715.19	3,333.36
Equipment Maintenance	101.86	139.58	605.35	1,116.64
Equipment Rental	0.00	83.33	0.00	666.64
Uniforms	0.00	131.25	753.94	1,050.00
Office Electricy	358.56	333.33	2,843.92	2,666.64
Street Electricy	1,495.49	1,666.67	11,981.37	13,333.36
Founders Park/Pool Electricy	490.71	541.67	2,224.50	4,333.36
Sports & Rec Park Electricy	380.45	100.00	996.26	800.00
Triangle Electricity	38.25	54.17	306.00	433.36
DSRP House Network/Phone	0.00	0.00	175.84	0.00
DSRP Electricity	0.00	0.00	97.13	0.00
Stephenson Bldg Electric	82.95	125.00	718.83	1,000.00
Historic District	500.00	250.00	2,062.50	2,000.00
All Parks Improvements	0.00	4,166.67	659.08	33,333.36
Founders Park/Pool Improvmnts	0.00	5,375.00	66,247.38	43,000.00
Sports & Rec Park Improvements	0.00	5,166.67	5,950.00	41,333.36
Stephenson Bldg	0.00	1,166.67	0.00	9,333.36
Street Maintenance	2,527.47	14,583.33	40,239.27	116,666.64
Street Improvements	0.00	20,833.33	0.00	166,666.64
Transportation Improvements	0.00	30,583.67	22,119.15	244,669.36
General Parks Maintenance	0.00	20.83	304.36	166.64

For Management Purposes Only

City of Dripping Springs GENERAL FUND
Income Statement
For the Eight Months Ending May 31, 2021

Item # 4.

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Charro Ranch Maintenance	86.93	912.08	126.49	7,296.64
Founders Pool/Park Maintenance	76.42	1,437.50	458.56	11,500.00
Sports & Rec Park Maintenance	73.52	1,168.33	6,063.90	9,346.64
Triangle Maintenance	0.00	66.67	77.15	533.36
Stephenson Lawn Maintenance	0.00	458.33	0.00	3,666.64
Founders Park Lawn Maintenance	900.00	0.00	1,900.00	0.00
Sports & Rec Park Lawn Mainten	1,550.00	0.00	6,100.00	0.00
Triangle Lawn Maintenance	0.00	0.00	100.00	0.00
Charro Ranch Lawn Maintenance	1,000.00	0.00	7,050.00	0.00
S&R Trail Maintenance	0.00	41.67	0.00	333.36
Pool Maintenance	1,721.79	0.00	4,193.71	0.00
Founders Park/Pool Water	387.61	416.67	3,749.90	3,333.36
Sports & Rec Park Water	7,381.42	1,083.33	47,327.70	8,666.64
Triangle Water	35.86	39.58	289.66	316.64
City Hall Water	42.19	54.17	328.67	433.36
City Streets Water	282.05	333.33	2,312.49	2,666.64
Stephenson Bldg Water	35.18	41.67	299.64	333.36
Training/Education	50.00	3,248.26	5,441.16	25,986.08
Future Land Use Plan	0.00	4,166.67	0.00	33,333.36
Land Aquisition	0.00	5,450.11	26,179.42	43,600.88
Dues, Fees, Publications	3,027.35	2,500.00	13,628.02	20,000.00
Public Notices	893.45	500.00	3,836.12	4,000.00
Park Special Events	0.00	0.00	1,627.00	0.00
Park Miscellaneous	0.00	0.00	(98.00)	0.00
Public Relations	600.00	416.67	5,344.48	3,333.36
Newsletter- Website	0.00	552.08	6,625.00	4,416.64
Code Publication	0.00	503.92	140.00	4,031.36
FD Publicity	0.00	0.00	97.84	0.00
City Mileage	76.27	166.67	635.28	1,333.36
City Sponsored Events	0.00	416.67	1,580.00	3,333.36
Government Affairs	0.00	833.33	0.00	6,666.64
Miscellaneous Office Expense	7,893.31	833.33	9,603.73	6,666.64
Economic Development	0.00	0.00	5,000.00	5,000.00
Emergency Management	1,289.12	32.50	1,962.89	260.00
Emergency Equipment Maint	0.00	12,530.92	644.84	16,247.36
Emergency Fire& Safety	83.00	83.00	664.00	664.00
EM Mgt PR	0.00	333.33	0.00	2,666.64
COVID 19	0.00	0.00	94,910.18	0.00
Municipal Election	0.00	2,000.00	0.00	2,000.00
Contingencies	9,408.56	7,197.82	9,408.56	57,582.56
Transfer to Reserve Fund	75,000.00	0.00	200,000.00	162,328.76
TXF to TIRZ	0.00	169,379.41	250,000.00	419,379.41
TXF to DSRP OP	0.00	0.00	43,286.21	27,812.00
Total Expenses	667,545.14	664,439.68	4,343,543.77	4,472,416.93
Net Income	\$ (177,120.35)	\$ (88,938.06)	\$ 1,186,787.01	\$ 28,173.46

City of DS Wastewater Utility Fund
Income Statement
For the Eight Months Ending May 31, 2021

Item # 4.

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
1/4 Cent Sales Tax	\$ 61,007.05	\$ 52,967.92	\$ 467,121.23	\$ 423,743.36
Cable	34,813.97	11,208.33	105,272.94	89,666.64
Telephone Franchise Fees	1,318.86	1,250.00	4,234.89	10,000.00
PEC Franchise fees	35,524.52	0.00	105,533.12	90,000.00
Texas Gas Franchise Fees	0.00	250.00	2,096.83	2,000.00
Water	0.00	8,333.33	100,000.00	66,666.64
Delayed Connection Fees	0.00	13,266.67	39,650.00	106,133.36
Over Use fees	10,833.23	5,505.69	47,270.74	44,045.52
Transfer Fees	750.00	291.67	5,520.00	2,333.36
Wastewater Service	91,186.27	66,176.05	598,387.64	529,408.40
FM 150 WWU Line Reimbursement	0.00	12,000.00	0.00	12,000.00
Interest Income	6,250.55	3,750.00	48,456.31	30,000.00
Late Fees	827.03	333.33	7,632.28	2,666.64
Other Income	(33,589.10)	2,916.67	206,524.16	23,333.36
Miscellaneous Income	1,907.68	0.00	1,907.68	0.00
Total Revenues	210,830.06	178,249.66	1,739,607.82	1,431,997.28
Expenses				
Administrative	16,710.00	9,200.00	78,318.75	73,600.00
Operations- Routine	4,304.82	6,666.67	34,695.42	53,333.36
Operations Non Routine	3,953.74	12,500.00	135,813.06	100,000.00
Regulatory	0.00	291.67	2,440.26	2,333.36
Legal Fees	0.00	2,500.00	28,003.67	20,000.00
Financial	0.00	0.00	10,000.00	10,000.00
Planning/Permitting	0.00	4,166.67	34,014.38	33,333.36
Chlorinator Alarm	0.00	83.33	0.00	666.64
Misc Planning/Cons 1431-001	0.00	2,083.33	17,225.20	16,666.64
Construction Phase Services	0.00	2,500.00	345.00	20,000.00
Road Reconstruction	0.00	833.33	443.18	6,666.64
TWDB East Interceptor	0.00	8,333.33	140,772.20	66,666.64
Fill Station1873-001	0.00	10,416.67	17,850.00	83,333.36
TWDB West Interceptor	0.00	20,833.33	130,142.67	166,666.64
CIP 2nd Amend1881-001	0.00	416.67	0.00	3,333.36
TWDB 1923-001	0.00	3,333.33	20,738.40	26,666.64
TWDB Misc	37,686.29	56,666.67	381,983.82	453,333.36
Reclaimed Water Fac 1953-001	0.00	0.00	113,134.03	0.00
Reclaim Wtr Hold Pond 1952-001	0.00	10,416.67	31,518.75	83,333.36
Sewer CAD Modeling	0.00	2,083.33	4,097.67	16,666.64
FM 150 Utility 1989-001	0.00	5,000.00	2,603.00	40,000.00
Other Expense	0.00	416.67	175,941.50	3,333.36
WW Lawn Maintenance	0.00	833.33	3,250.00	6,666.64
System Maintenance and Repair	0.00	1,666.67	99.20	13,333.36
Odor Control	0.00	1,041.67	10,231.80	8,333.36
Jetting Lines	0.00	1,250.00	0.00	10,000.00
Drip Fld Maintenance & Repair	1,674.37	1,666.67	8,443.19	13,333.36
Lift Station Cleaning	0.00	750.00	2,640.00	6,000.00
Meter Calibration	0.00	58.33	0.00	466.64
Chlorinator Maintenance	0.00	208.33	0.00	1,666.64
Drip Field Maintenance	0.00	1,666.67	164.45	13,333.36
Electric	5,649.76	3,750.00	41,785.38	30,000.00
Phone	258.92	500.00	2,152.60	4,000.00
Supplies	761.99	833.33	1,354.00	6,666.64
Chemicals	0.00	666.67	2,404.65	5,333.36
Lab Testing	1,586.71	2,083.33	12,372.40	16,666.64
Sludge Hauling	5,475.00	6,666.67	41,225.00	53,333.36
Wastewater Flow Measurement	1,770.00	750.00	4,720.00	6,000.00
Lift Station Repairs & Maint	380.13	3,333.33	21,264.32	26,666.64

For Management Purposes Only

Item # 4.

City of DS Wastewater Utility Fund
Income Statement
For the Eight Months Ending May 31, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
WWTP/Pump Repairs	0.00	4,166.67	40,984.29	33,333.36
Equipment	0.00	333.33	623.78	2,666.64
Pump and Haul	0.00	0.00	12,353.60	0.00
Dues, Fees and Subscriptions	0.00	0.00	190.00	0.00
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Total Expenses	80,211.73	190,966.67	1,566,339.62	1,537,733.36
	<hr/>	<hr/>	<hr/>	<hr/>
Net Income	\$ 130,618.33	\$ (12,717.01)	\$ 173,268.20	\$ (105,736.08)
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DSRP Operating Fund
Income Statement
For the Eight Months Ending May 31, 2021

Item # 4.

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Riding Series	\$ 16,530.00	\$ 7,416.67	\$ 33,660.01	\$ 59,333.36
Fair and Rodeo Profit	0.00	0.00	7,900.00	0.00
General Donations	2.00	0.00	45.11	0.00
DSRP Programs	35,851.50	0.00	36,559.50	0.00
Cleaning Fees	1,375.00	833.33	3,475.00	6,666.64
Staff Fees	100.00	333.33	2,883.40	2,666.64
Horse Riding Permits	635.00	833.33	8,412.05	6,666.64
Interest Income	93.50	83.33	415.52	666.64
Other Income	200.00	83.33	3,955.00	666.64
Field Rental	0.00	0.00	1,975.00	0.00
Miscellaneous Fees	450.00	0.00	1,680.00	0.00
Indoor Arena Rental	1,312.50	0.00	16,087.50	0.00
Event Facility Rental	400.00	9,333.33	850.00	74,666.64
RV Site Rental	880.00	1,500.00	13,380.00	12,000.00
Stall Rental	9,640.00	1,833.33	28,689.99	14,666.64
Outdoor Arena	400.00	0.00	3,450.00	0.00
Equipment Rental	425.00	416.67	2,568.00	3,333.36
Special Event Room Rental	3,250.00	0.00	2,500.00	0.00
Merchandise Sales	5,067.66	1,250.00	18,963.16	10,000.00
TXF from HOT Parking Lot	0.00	0.00	0.00	50,000.00
NA Small Event Room	325.00	0.00	3,025.00	0.00
Small Indoor Arena	500.00	0.00	3,462.00	0.00
NA Concession	100.00	0.00	950.00	0.00
DSRP Concessions	150.00	0.00	2,650.00	0.00
TXF from Gen Fund	0.00	0.00	43,286.21	43,286.21
TXF from HOT	0.00	5,606.30	33,642.81	44,850.40
DSRP Sponsorship	300.00	0.00	7,625.00	0.00
TXF from Ag Facility Fund	0.00	2,146.67	19,950.00	17,173.36
	77,987.16	31,669.62	302,040.26	346,643.17
Expenses				
Sales Tax	9.66	0.00	1,129.66	0.00
Advertising	0.00	58.33	0.00	466.64
Bank Fees	0.00	0.00	2,292.74	0.00
DSRP ON CALL	400.00	866.67	6,200.00	6,933.36
Camp Staff	86.16	6,621.00	86.16	6,621.00
Camp Program Supplies	111.84	550.00	243.98	1,100.00
Training and Education	0.00	416.67	226.58	3,333.36
Stall Cleaning	0.00	166.67	0.00	1,333.36
Grounds Maintenance	2,250.00	852.42	10,050.00	6,819.36
House Maintenance	5.08	1,237.50	15,254.33	9,900.00
House Furniture & Equipment	0.00	20.83	69.99	166.64
House Supplies	(32.15)	45.83	34.66	366.64
General Maintenance & Repairs	5,978.54	5,000.00	15,311.92	40,000.00
Fleet Aquisition	0.00	0.00	0.00	42,568.00
Dues, Fees and Subscriptions	1,304.76	498.62	3,146.94	3,988.96
Network/Communications	710.63	1,625.25	4,520.58	13,002.00
Riding Series	8,298.57	4,083.33	19,900.78	32,666.64
DSRP Postage	0.00	0.00	10.71	0.00
Merchandise Supplies	6,372.00	583.33	11,169.00	4,666.64
DSRP Improvements	3,140.00	2,166.67	20,865.00	17,333.36
Other Expense	15,500.00	1,708.33	18,575.10	13,666.64
Mileage	0.00	41.67	0.00	333.36
Alarm	0.00	0.00	5,527.00	1,080.00
House Septic	0.00	62.50	0.00	500.00
Propane/Gas	358.82	250.00	1,275.12	2,000.00
Electric	5,437.49	5,000.00	38,379.03	40,000.00

For Management Purposes Only

DSRP Operating Fund
Income Statement
For the Eight Months Ending May 31, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Water	724.30	833.33	4,257.41	6,666.64
Supplies	4,286.91	2,500.00	14,866.15	20,000.00
Office Equipment and Supplies	113.99	425.00	9,581.96	3,400.00
TXF to HCLE	0.00	1,100.00	0.00	8,800.00
Portable Toilets	65.00	0.00	520.00	0.00
Equipment Maintenance	1,688.61	2,083.33	10,144.94	16,666.64
Equipment	0.00	858.33	0.00	6,866.64
Equipmental Rental	0.00	83.33	(125.00)	666.64
Fleet Maintenance	0.00	208.33	929.59	1,666.64
Contingencies	0.00	4,166.67	0.00	33,333.36
	<u>56,810.21</u>	<u>44,113.94</u>	<u>214,444.33</u>	<u>346,912.52</u>
Total Expenses				
Net Income	\$ <u>21,176.95</u>	\$ <u>(12,444.32)</u>	\$ <u>87,595.93</u>	\$ <u>(269.35)</u>



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

Submitted By: Shawn Cox, Finance Director/City Treasurer

Council Meeting Date: June 8, 2021

Agenda Item Wording: Approval of the Amended FY 2022 Budget Calendar.

Agenda Item Requestor:

Summary/Background: The proposed amendments to the FY 2022 Budget Calendar are being recommended to accommodate Council's new meeting schedule. Additionally, specific topics of discussion have been included for specific workshop dates. Changes have been highlighted.

**Commission
Recommendations:**

**Recommended
Council Actions:** The Finance Director/City Treasurer recommends approval of the Amended FY 2022 Budget Calendar.

Attachments: Amended FY 2022 Budget Calendar

Next Steps/Schedule:



City of Dripping Springs
FY 2022 Tax Rate & Budget Adoption
Important Dates & Deadlines

Approved by Council: February 9, 2021

Amended: June 8, 2021

The attached Budget Calendar outlines the statutory dates and planning activities for City Staff, Commissions, Committees and City Council as they relate to the Budget Process for Fiscal Year 2022. Calendar activities in RED note statutory deadlines for City Council and Public Notifications. The Finance Director will coordinate with City Administration, the City Attorney and City Secretary regarding all notices, ordinances and resolutions as adopted, to include filing the proper documents with County and State Entities. The City Council will hold five meetings regarding the Tax Rate and Budget Adoption:

- June 15, 2021: Budget Workshop
- July 6, 2021: Budget Workshop and Set Proposed Tax Rate
- July 20, 2021: Budget Workshop
- August 3, 2021: Budget Workshop, Public Hearings on Tax Rate and Budget, and Possible Adoption of the Budget*
- August 17, 2021: Adoption of Approved Budget and Tax Rate, and Ratification of Tax Rate**

**The Council may choose to either adopt the budget or postpone adoption to the following meeting on August 17, 2021.*

***If the total property tax revenue is raised, the Council will need to Ratify the Tax Rate with a resolution.*

All other calendar dates are related to the budget planning process for city staff to include recommendations from boards, commissions and committees. Budget process activities are listed below each calendar for reference. The following boards, commissions and committees will submit budget recommendations:

- DSRP Board of Directors
- Economic Development Committee
- Emergency Management Commission
- Farmers Market Association Board
- Founders Day Commission
- Historic Preservation Commission
- Parks & Recreation Commission
- TIRZ No. 1 & No. 2 Board
- Transportation Committee

The Finance Director will provide staff with the proper forms and budget planning materials related to individual requests and department requests. Staff will work with their supervisor and the Finance Director to draft and submit their requests, and Staff Liaisons to Boards, Commissions and Committees will hold meetings to discuss and provide recommendations for requests. The City Secretary will make sure that each meeting following approval of the Budget Calendar has a budget review/recommendation added to the abovementioned board and commission agendas. The City Secretary does not draft committee agendas but is available to staff for assistance. Please make sure you attach, or forward for attachment documents for agenda discussion items.



City of Dripping Springs

FY 2022 Tax Rate & Budget Adoption

Important Dates & Deadlines

February 9, 2021	City Council Approval of Budget Calendar and Presentation on Legislative Changes to the Budget Process
April 16, 2021	City Staff Department Budget Requests Due (includes individual staff member requests submitted to supervisors and IT related requests)
May 14, 2021	Board, Commission and Committee Budget Recommendations Due (does not include Founders Day Commission); City Staff Employee Pay Recommendations Due from Department Heads
June 15, 2021	City Council Budget Workshop
June 25, 2021	Finance Director files Proposed Budget with City Secretary
July 6, 2021	City Council Budget Workshop, Set Proposed Tax Rate, and Discussion
July 20, 2021	City Council Budget Workshop
July 22, 2021	Publication of Notice of Proposed Tax Rate, and Tax Rate and Budget Public Hearings (Submit for publication July 16, 2021) Begin Continuous Notice of Proposed Tax Rate on City Website with Public Hearing Dates for Budget and Tax Rate Hearing, and Notice of Tax Rate
August 3, 2021	City Council Budget Workshop – Public Hearings on Tax Rate and Budget (<i>Must take action to either adopt or postpone adoption of the Budget to the August 17, 2021 City Council meeting</i>)
August 17, 2021	City Council Meeting – Adoption of Budget, Ratification of the Tax Rate (if total property tax revenue is raised) and Adoption of the Tax Rate
August 18, 2021	Publication of Tax Rate and Budget on City Website, File Tax Rate and Budget with County and State Entities
August 26, 2021	Publication of Notice of Approved Tax Rate and Budget (Submit for publication on August 20, 2021)

February 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
*Parks & Recreation Commission Budget Discussion		*DSRP Board Budget Discussion	*Historic Preservation Commission Budget Discussion	**Staff obtain proper budget request forms from Finance Director
8	9	10	11	12
*TIRZ Board Budget Discussion *Founders Day Commission Budget Discussion	CC Meeting- Budget Presentation & Budget Calendar Approval			
15	16	17	18	19
			Farmers Market Board Budget Review Emergency Management Commission Budget Review	
22	23	24	25	26
Transportation Committee Budget Review		Economic Development Committee Budget Review		Departmental IT budget requests due to IT Coordinator

Budget Activities

- Finance Director provides necessary budget information and request forms to develop individual and department budget requests.
- Staff begins meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff department heads review IT related software and equipment requests with IT Coordinator and determine any additional costs related to infrastructure. Requests due to IT Coordinator by March 26^h.

**Meeting occurs before the Budget Calendar is approved.*

March 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
Parks & Recreation Commission Budget Review		DSRP Board Budget Review	Historic Preservation Commission Budget Review	
8	9	10	11	12
TIRZ Board Budget Review				
**Staff review draft budget requests with supervisors and Finance Director				
Founders Day Commission Budget Review				
15	16	17	18	19
			Emergency Management Commission Budget Review	
**Staff review draft budget requests with supervisors and Finance Director				
22	23	24	25	26
Transportation Committee Budget Review		Economic Development Committee Budget Review	Farmers Market Board Budget Review	
29	30	31		

***Dates may vary according to progress*

Budget Activities

- Staff continues meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff reviews draft budget requests with supervisors and Finance Director.

April 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
			Historic Preservation Commission Budget Review	
5	6	7	8	9
Parks & Recreation Commission Budget Review		DSRP Board Budget Recommendation Final Approval		
12	13	14	15	16
TIRZ Board Budget Review			Farmers Market Board Budget Recommendation Final Approval Emergency Management Commission Budget Recommendation Final Approval	City Staff Department Budget Requests Due (includes individual staff requests)
19	20	21	22	23
26	27	28	29	30
Transportation Committee Budget Recommendation Final Approval Founders Day Commission Budget Recommendation Final Approval		Economic Development Committee Budget Recommendation Final Approval		

Budget Activities

- City Staff continues meeting with boards, commissions, committees, and council members to review and approve budget requests and recommendations.
- City Staff continues developing individual and department budget requests and updates them with feedback provided by City Administrators and Finance Director. Due by April 16th.
- IT Coordinator works with vendors and staff on options and costs for IT related expenses.

May 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
Parks & Recreation Commission Budget Recommendation Final Approval			Historic Preservation Commission Budget Recommendation Final Approval	
10	11	12	13	14
TIRZ Board Budget Recommendation Final Approval				Board, Commission, Committee, and Council Member Budget Recommendations Due
17	18	19	20	21
← City Administration Budget Development →				
24	25	26	27	28
← City Administration Budget Development →				
31				
← City Administration Budget Development →				

Budget Activities

- City Staff continues meeting with boards, commissions, committees, and council members to review and approve budget requests and recommendations.
- All board, commission, committee, and council member recommendations due to Finance Director by May 14th.
- City Administrators and Finance Director draft proposed budget and review with staff and council members as necessary.

June 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
← City Administration Budget Development →				
			← Budget Review w/Mayor →	
7	8	9	10	11
← City Administration Budget Development →				
← Budget Review w/Mayor →				
14	15	16	17	18
	CC Meeting: • <i>Budget Workshop</i>			
21	22	23	24	25
				File Proposed Budget with City Secretary and Post on Website
28	29	30		

Budget Activities

- City Administrators and Finance Director continue to meet with staff and council members to draft proposed budget.
- City Administrators & Finance Director meet with Mayor to finalize budget for submission to Council.
- City Council holds 1st budget workshop to review and discuss proposed budget on June 15th.
 - Review of Budget Process - Presentation of Draft Budget to be Filed – Review of Assumptions
- Finance Director files proposed budget with City Secretary.
- City Secretary posts proposed budget on city website and copy given to Receptionist for public review.

July 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
				HOT Grant Program Recommendation Due
5	6	7	8	9
	CC Meeting: • <i>Budget Workshop</i> <i>Set Proposed Tax Rate</i>			
12	13	14	15	16
19	20	21	22	23
	CC Meeting: • <i>Budget Workshop</i>		• Publication of Proposed Tax Rate & Budget Public Hearings • Begin Continuous Notice on City website	
26	27	28	29	30

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 2nd Budget Workshop on July 6th.
 - Review of General, Agriculture, Landscaping, Sidewalk, & PEG Funds
- City Council approves Proposed Tax Rate on July 6th.
- City Secretary submits notice to Century News and Hays Free Press regarding Public Hearing dates for proposed Tax Rate and Budget on July 16th for publication on July 22nd.
- City Council holds 3rd Budget Workshop on July 20th.
 - Review of Wastewater, Utilities, Impact Fees, Debt Service, TWDB Project, & TIRZ
- City Secretary begins continuous notification of public hearings on City website on July 22nd.

August 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
	CC Meeting: <ul style="list-style-type: none"> • <i>Budget Workshop</i> • <i>Public Hearings on Tax Rate & Budget</i> • <i>Adopt or Postpone Budget</i> 			
9	10	11	12	13
16	17	18	19	20
	CC Meeting: <ul style="list-style-type: none"> • <i>Budget Adoption</i> • <i>Possible Ratification of Tax Rate</i> • <i>Adoption of Tax Rate</i> 	<ul style="list-style-type: none"> • Publication of Tax Rate & Budget on City website • File Tax Rate & Budget with County and State Entities 		
23	24	25	26	27
			Publication of Notice of Approved Tax Rate & Budget	
30	31			

Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 4th Budget Workshop on August 3rd.
 - Review of Parks (General Fund), DSRP, Parkland Dedication, Parkland Development, & HOT
- City Council holds Public Hearings for proposed Tax Rate and Budget on August 3rd.
- City Council adopts Budget and Tax Rate on August 3rd.
- Finance Director prepares Approved Budget for Fiscal Year 2022 with prescribed cover page.
- City Secretary submits notice to Century News and Hays Free Press regarding Approved Tax Rate and Budget on August 20th for publication on August 26th.
- City Secretary files Approved Tax Rate and Budget with Hays County and State Entities.



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

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: June 8, 2021

Agenda Item Wording: Approval of the Appointment of the City of Dripping Springs Municipal Court Judge for a two (2) year term ending June 1, 2023.

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: Every odd year the City Council selects the Municipal Court Judge for a term of two years. The City's Code of Ordinances and Government Code Chapter 30, Subsection A, Section 30.00006 (attached) outline the process and procedures for appointing the judge.

Sec. 12.02.007. Judges.

- (a) The municipal court of record shall be presided over by a judge, who shall be known as the "presiding municipal judge." The presiding judge shall be appointed by ordinance for a term of two years and shall be entitled to a salary set by the city council. The amount of the judge's salary may not be diminished during the judge's term of office. The salary may not be based directly or indirectly on fines, fees, or costs collected by the court.
- (b) The judge must:
 - (1) Be a citizen of the United States;
 - (2) Be a resident of this state;
 - (3) Be a licensed attorney in good standing; and
 - (4) Have two or more years of experience in the practice of law in this state.
- (c) A person may not serve as a municipal judge if the person is otherwise employed by the municipality. A municipal judge who accepts other employment with the municipality vacates the judicial office.
- (d) If a vacancy occurs in the office of municipal judge, the city council shall adopt an ordinance appointing a qualified person to fill the office for the remainder of the unexpired term.

- (e) There shall also be as many as three alternate judges appointed by the city council, subject to the same qualifications, who shall have all the powers and shall discharge all the duties of a municipal judge while serving as municipal judge. Each alternate judge shall be appointed for a term of two years.
- (f) A municipal judge may be removed from office pursuant to section 30.000085, Government Code.

Currently, Marilyn Miller serves as the Municipal Court Judge and has been the Judge for over 20 years. She is a licensed attorney in good standing and practices locally in Dripping Springs.

Marilyn Miller has volunteered to continue her appointment, and no applications or requests for appointment have been received by the City.

**Recommended
Council Actions:**

Staff recommends approval of the appointment of Marilyn Miller for at term of two years ending on June 1, 2023.

Attachments:

1. Government Code Section 30, Subchapter A, Section 30.0006

Next Steps/Schedule:

If appointed administer oath of office and provide appointment report to the Texas Office of Court Administration.

GOVERNMENT CODE**TITLE 2. JUDICIAL BRANCH****SUBTITLE A. COURTS****CHAPTER 30. MUNICIPAL COURTS OF RECORD****SUBCHAPTER A. GENERAL LAW FOR MUNICIPAL COURTS OF RECORD****Sec. 30.00006. JUDGE.**

- (a) A municipal court of record is presided over by one or more municipal judges.
- (b) The governing body shall by ordinance appoint its municipal judges.
- (c) A municipal judge must:
 - (1) be a resident of this state;
 - (2) be a citizen of the United States;
 - (3) be a licensed attorney in good standing; and
 - (4) have two or more years of experience in the practice of law in this state.
- (d) The governing body shall provide by ordinance for the term of office of its municipal judges. The term must be for a definite term of two or four years.
- (e) The municipal judge shall take judicial notice of state law and the ordinances and corporate limits of the municipality. The judge may grant writs of mandamus, attachment, and other writs necessary to the enforcement of the jurisdiction of the court and may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court. A municipal judge is a magistrate and may issue administrative search warrants.
- (f) The municipal judges within a municipality may exchange benches and act for each other in any proceeding pending in the courts. An act performed by any of the judges is binding on all parties to the proceeding.
- (g) A person may not serve as a municipal judge if the person is employed by the same municipality. A municipal judge who accepts employment with the municipality vacates the judicial office.
- (h) The governing body shall determine the salary of a municipal judge. The amount of a judge's salary may not be diminished during the judge's term of office. The salary may not be based directly or indirectly on fines, fees, or costs collected by the court.

Added by Acts 1987, 70th Leg., ch. 811, Sec. 1, eff. Aug. 31, 1987. Renumbered from Government Code Sec. 30.486 by Acts 1997, 75th Leg., ch. 165, Sec. 8.02, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 691, Sec. 1, eff. Sept. 1, 1999.



City Council Planning Department Staff Report

Item # 7.

City Council Meeting: June 08, 2021

Project No: VAR2021-0007

Project Planner: Amanda Padilla, Senior Planner

Item Details

Project Name: 249 Sportsplex/JWLP Lot 6

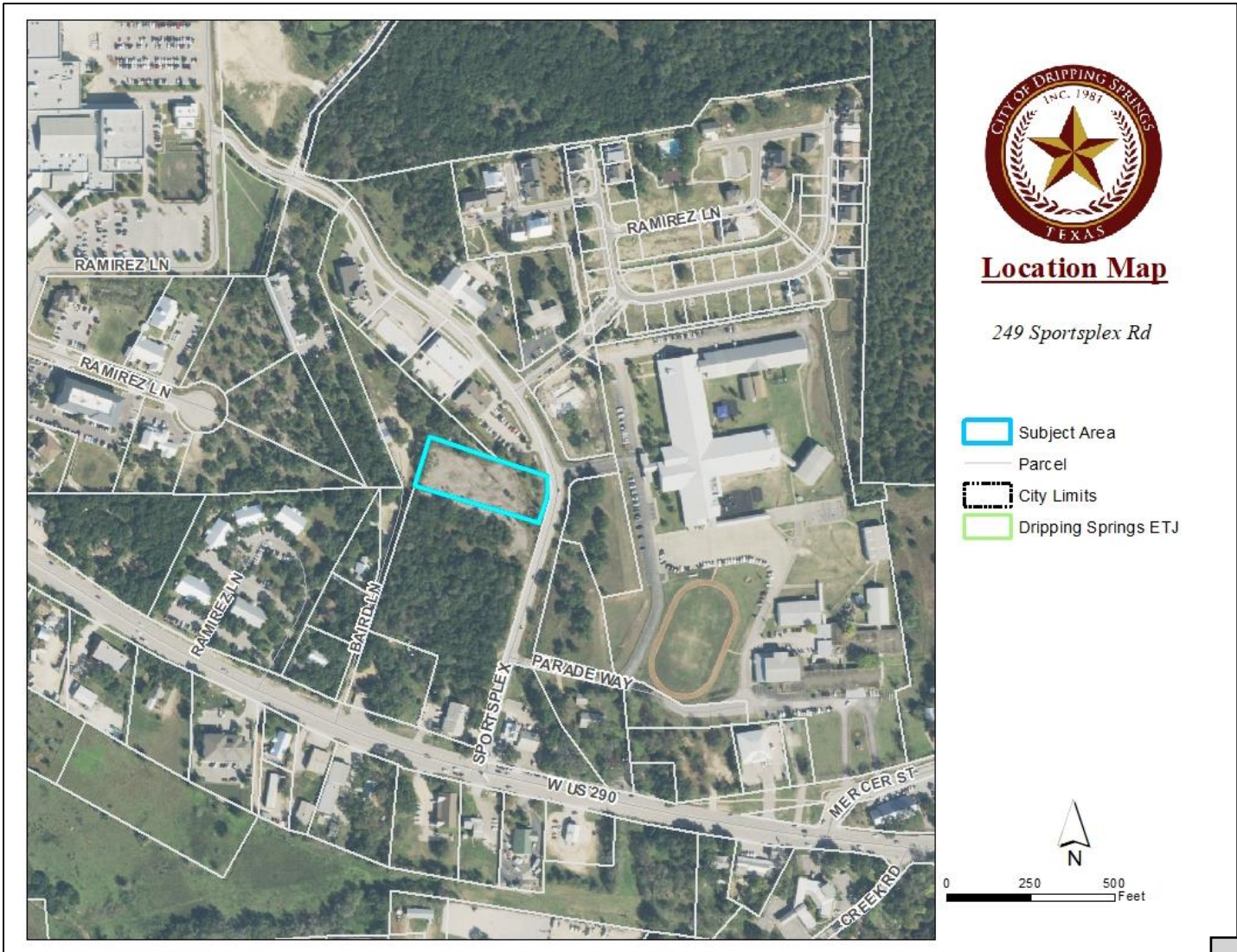
Property Location: 249 Sportsplex Drive, Dripping Springs, TX 78620

Legal Description: JWLP Family Subdivision, Lot 6

Applicant: Jon Thompson, J Thompson Professional Consulting

Property Owner: Intrepid Commercial Properties LLC

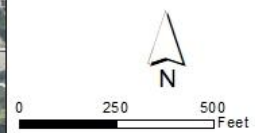
Request: Applicant is requesting a special exception to Section 5.6.2 Parking Based on use the applicant is proposing a different parking ratio for medical office and is requesting to utilize existing parking.



Location Map

249 Sportsplex Rd

- Subject Area
- Parcel
- City Limits
- Dripping Springs ETJ



Overview

The applicant is requesting a Special Exception to Chapter 30, Exhibit A Section 5.6.2 Parking based on use and is requesting to utilize existing parking.

Below is the section of the code of ordinances that the applicant is requesting a special exception to:

5.6.2. Commercial:

(36) Medical or dental office: One space per 200 square feet of floor area. Facilities over 20,000 square feet shall use the parking standards set forth for hospitals.

The property has a 13,200 Square foot Building and accounted for Office Space which would require 1 parking space per 300 Square Feet.

Parking Requirement	Total Building square footage	Parking Spaces Required	Parking applicant provided	Parking surplus
1 parking space/300 square feet	13,200	44	47	+3

The applicant applied for a Tenant Finish Out for a Medical Office which would require one (1) parking space per 200 square feet. Per section 5.7.6 of the Zoning Ordinance, for buildings which have mixed uses within the same structure (such as retail and office), the parking requirement shall be calculated for the most intensive use.

Parking Requirement	Total Building square footage	Parking Spaces Required	Parking applicant provided	Parking Deficit
1 parking space/200 square feet	13,200	66	47	-19

Based on the Medical Office Use the applicant has a parking deficit of 19 parking spaces. The applicant is requesting to use the existing parking spaces and is justifying the 47 parking spaces with the parking analysis submitted.

SPORTSPLEX OFFICE BUILDING 249 Sportsplex Drive, Dripping Springs 78620				
Parking Analysis - Average Parking Demand				
Calculation Method	GSF / USF / Rooms	Modal / Shared / Other Split	Calculated Peak Parking Demand	Code Required Parking
Dripping Springs Ordinance	GSF	0%	66	66
Dripping Springs Ordinance	USF	0%	40	66
Dripping Springs Ordinance with Modal Splits	GSF	10%	60	66
ULI Standard Parking	GSF	20%	49	66
Parking Industry Best Practices	GSF	15%	45	66
Demand Generator/Employees	Exam Rooms	5%	48	66

The applicant is proposing to utilize useable square footage which excludes cabinets, walls, and hallways. If the required amount of parking spaces only accounted for useable square footage the applicant would only need to provide 40 parking spaces. Staff believes that using useable square footage for calculating parking is not sufficient. When comparing other cities and other parking requirements gross square footage is the common way of calculating parking.

The parking analysis (see attachment) submitted uses modal/shared/other splits such as missed appointments, employee travel/sick time, walking drop-offs, carpools, and shared appointments. For example, ULI (Urban Land Institute) standard parking requires 4.6 parking spaces per 1000 sf, requiring 61 parking spaces, placing a 20% reduction (due to splits) brings the parking calculation to 49 parking spaces.

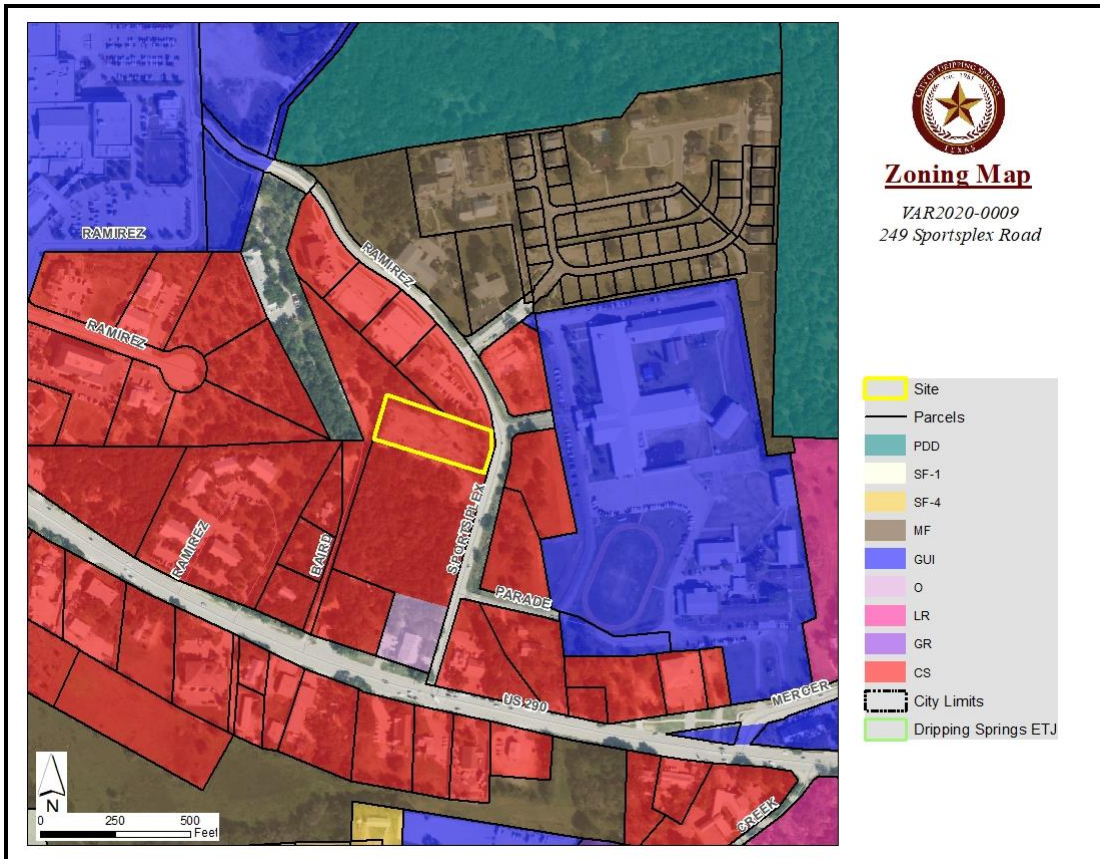
According to the ULI parking study “all parking ratios recommended in this book are intended to reflect conditions in suburban and smaller city settings with little or no transit, free or inexpensive parking, and minimal employee ride sharing... Nearly all the recommended ratios are based on observed accumulations of parked vehicles, and thus the modal split and auto occupancy at that ratio are implicit in the number” Thus, ULI is stating that splits should not be placed on cities that are small and have little or no transit. The City has allowed developments such as Belterra Commercial to utilize ULI parking standards and ULI is a common tool that cities use for parking regulations.

Further research was done by staff for surrounding cities medical office parking requirements. See table below:

City	Parking Requirement
Georgetown	1 per 250 sf GFA
Cedar Park	1 per 200 sf GFA
Boerne	1 per 200 sf GFA
New Braunfels	1 per 300 sf GFA
Leander	1 per 200 sf GFA
Marble Falls	1 per 250 SF GFA
Kyle HD	1 per 200 SF GFA
Wimberley	1 per 200 sf of GFA

After further study staff has found that the parking requirements for a Medical Office are in line with industry standards and surrounding cities.

Surrounding Properties



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services	Medical Office	The area is not shown on the city's comprehensive future land use plan.
East	Commercial Services	Flying Fish Academy/Undeveloped Land	
South	Commercial Services	Undeveloped Lot	
West	Commercial Services	Library, Single Family homes	

Property History

On April 10, 2018, JWLP Family Subdivision was approved and recorded. The Subdivision plat created 6 commercial lots. The applicant then applied for a Site Development Permit in 2019. During the Site Development Permit, the first submittal contained Retail use which would require the applicant to provide one (1) parking space per 200 square feet. The applicant was told that parking was not sufficient and they would need to add additional parking. The applicant stated that the intended use was Office and changed the amount of parking to one (1) parking space per 300 square feet. The applicant was not aware that Medical Office was parked at a different Ratio than General Office.

The applicant applied for a Tenant Finish out and was told that they needed to provide parking for a medical office, which is one (1) parking space per 200 square feet. The Property is currently built out and is not able to provide any more additional parking spaces.

In June 2020, the applicant applied for a special exception to utilize shared parking with a lot across Sportsplex. The application was later withdrawn.

The applicant was granted permission to occupy 9,400 square feet of the space (see attachments for letter). The applicant had enough parking spaces to satisfy a 9,400 square foot building.

Approval Criteria for Special Exceptions (2.22.2-Zoning Ordinance)

Approval Criteria	Staff Comments
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	The building on the property was built in 2019. The applicant was aware of the parking requirements and adjusted the use to only provide 1 parking space per 300 square feet of gross floor area.
2. the special exception is necessary for the preservation and enjoyment of a substantial property right of the applicant; and By preserving the natural features and topography of the land; and	The special exception is not necessary for the applicant to utilize their property. The intention with the approved site plan was for an office use. The applicant was asked to reevaluate their parking at the time of review.
3. the granting of the special exception will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and	Scarcity of parking may have an effect on the patrons visiting the proposed medical offices. The special exception will be detrimental to the public health, safety, or welfare.
4. the granting of the special exception constitutes a minimal departure from this Chapter; and	The applicant is asking to not provide any additional parking and base their parking requirements on the parking analysis provided. Staff evaluated the parking analysis and believed that the results do not apply to the City of Dripping Springs.
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	This special exception would affect properties in the vicinity. The lack of parking for medical office is self-imposed. The applicant was aware of the issue during time of review.
6. Granting the special exception is in harmony with the spirit, general purpose, and intent of this Chapter so that: <ul style="list-style-type: none"> a. the public health, safety and welfare may be secured; and b. that substantial justice may be done. 	The granting of this special exception is not in harmony with the spirit, general purpose, and intent of this chapter.

Summary

The special exception is to allow the applicant to utilize the existing 47 parking spaces for a 13,200 square foot building that will be occupied by medical offices. The applicant provided a parking analysis that staff reviewed and disagrees with based on the lack of alternative transit options and the idea of only accounting for useable space. Further research of other surrounding cities shows that the common parking requirement for medical office is in line with Dripping Springs parking requirement of 1 parking space per 200sf.

Based on the above findings staff believes that the intent of the code is not being met, that the special exception will cause undue harm to the properties within the vicinity and was self-imposed. Staff recommends *disapproval* of the special exception.

Approval of a special exception requires that at least 5 members of the 6 member Board of Adjustment, which includes the Mayor, vote in favor of approval under Section 211.009(c)(3) of the Texas Local Government Code.

Planning and Zoning Commission Recommendation

A motion was made by Vice Chair Martin to deny VAR2021-0008: an application to consider a Special Exception to Parking Requirements for the property located at 249 Sportsplex Dr., Dripping Springs, TX 78620 (Legal Description: 1.293 Acres in the JWLP FAMILY Survey, Lot 6, Hays County). Commissioner Williamson seconded the motion which carried unanimously, 6 to 0.

Public Notification

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

Meetings Schedule

May 25, 2020 Planning and Zoning Commission

June 08, 2020 Board of Adjustments/City Council

Attachments

Attachment 1 – Special Exception Application

Attachment 2 – Parking Analysis

Attachment 3 – Applicant’s Justification for Special Exception

Attachment 4 – 249 Sportsplex Letter authorizing 9,400 sf to be utilized

Attachment 5 – ULI Parking excerpt

Attachment 6 - Site Plan

Recommended Action	Disapproval of the requested special exception
Alternatives/Options	Approval of the special exception with no or alternate conditions.
Budget/Financial impact	N/A
Public comments	None received at this time
Enforcement Issues	N/A
Comprehensive Plan Element	N/A



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Chris Nygard, Integrity Commercial Properties, LLC
 STREET ADDRESS 13080 Fieldstone Loop
 CITY Austin STATE Texas ZIP CODE 78737
 PHONE (512)844-6871 EMAIL chris@nygardcompany.com

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

APPLICATION TYPE

ALTERNATIVE STANDARD VARIANCE

SPECIAL EXCEPTION WAIVER

PROPERTY INFORMATION	
PROJECT NAME	249 Sportsplex Drive Parking Variance
PROPERTY ADDRESS	249 Sportsplex Drive
CURRENT LEGAL DESCRIPTION	JWLP Family, Lot 6
TAX ID#	R 162553
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION <input type="checkbox"/> HISTORIC DISTRICT OVERLAY

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

Zoning Ordinance, Section 5.7.6, that requires buildings with mixed uses to calculate parking requirements for the most intense use.

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

The building and parking take up all of the available land for development. No additional land is available for additional parking. If the application of strictest use for parking is applied as shown in the Ordinance the property becomes unusable.

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

The site exceeds code where it can by meeting all applicable ordinances and codes. The center while approved and built assuming general or professional office uses has had, due to the pandemic, nothing but medical professionals seeking to lease from him. This does create a service to the community by providing medical care for the community in a centralized location.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620
 512.858.4725 • www.cityofdrippingsprings.com

APPLICANT'S SIGNATURE

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

(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.) Inst.#

X CHRIS NYGARD
Name

X OWNER
Title

STATE OF TEXAS §

§

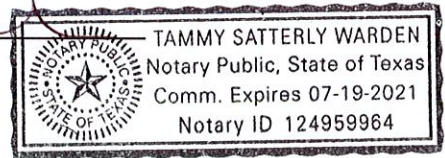
COUNTY OF HAYS §

§

This instrument was acknowledged before me on the 15 day of March

2021 by Chris J. Nygard.

Tammy Satterly Warden
Notary Public, State of Texas



My Commission Expires: 7-19-2021

Jor Thompson
Name of Applicant

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


 Applicant Signature

03/15/21
 Date

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



May 10, 2021

Chris Nygard
 Owner
 chris@nygardandcompany.com

Sportsplex Office Building
249 Sportsplex Drive, Drippings Springs, TX 78620
Parking Analysis – Average Peak Parking Demand

Chris:

As requested and based on square footages, programmed uses and exam room counts provided by Nygard and Company and Herron Design Studio Architecture, we offer the following parking analysis for the Sportsplex Office Building located in Drippings Springs, TX.

We reviewed the site plan and identified 47 available spaces for the Sportsplex Office Building. See attached site plan.

METHODOLOGY

We performed parking analysis for the proposed programmed use via various parking methods:

- Drippings Springs Code of Ordinances – gross square footage
- Dripping Springs Code of Ordinance - usable (demand generating) square footage
- Dripping Springs Code of Ordinance with Modal/Mixed Splits – gross square footage
- Urban Land Institute (ULI) Standard Parking Ratios – gross square footage
- Parking Industry (IPMI) Best Practices
- Demand Generator (Exam Rooms)/Employee Methodology

Our goal in performing these six (6) methods of parking analysis was to develop an average parking peak demand for the development.

The current proposed program is as follows below:

- Seton Medical – 5,410 Sq-Ft gross, 2,919 Sq-Ft useable
- Southwest Dermatology – 2,415 Sq-Ft gross, 1,658 Sq-Ft useable
- Body Balance Physical Therapy – 2,719 Sq-Ft gross, 2,259 Sq-Ft useable
- Suite D (open) – 1,795 Sq-Ft gross, 1,260 Sq-Ft useable

Gross square footage references the proposed program wall to wall area, the useable square footage references demand generating area such as exam rooms or nursing stations while excluding hallways, restrooms, breakrooms, etc.

Further, to perform our analysis we utilized standard shared use/modal splits for the development. While we recognize Dripping Springs does not have widespread mobility options, there are splits that can be recognized for missed appointments, employee travel/sick time, mobility splits (walk, drop-offs, carpools) and shared appointments (Seton patron visiting the Dermatologist). When part of the variables for analysis anywhere from a 5%-20% split was recognized and parking requirements adjusted (see calculations table below).



Time of day splits were not considered since the programmed uses are similar in nature and have similar peak parking hours.

ANALYSIS / RECOMMENDATIONS

SPORTSPLEX OFFICE BUILDING 249 Sportsplex Drive, Dripping Springs 78620				
Parking Analysis - Average Parking Demand				
Calculation Method	GSF / USF / Rooms	Modal / Shared / Other Split	Calculated Peak Parking Demand	Code Required Parking
Dripping Springs Ordinance	GSF	0%	66	66
Dripping Springs Ordinance	USF	0%	40	66
Dripping Springs Ordinance with Modal Splits	GSF	10%	60	66
ULI Standard Parking	GSF	20%	49	66
Parking Industry Best Practices	GSF	15%	45	66
Demand Generator/Employees	Exam Rooms	5%	48	66

As reflected in table above City of Dripping Springs parking ordinance requires 66 total parking spaces.

The remaining parking analysis parking calculations range from 40 – 60 parking spaces with four (4) out of the five (5) alternate analysis equating to less than 49 parking spaces (see corresponding calculation appendix sheets). When averaged the total recommended parking space count is 46 spaces.

During periods of special events, special considerations may be required to meet spike in parking demand to avoid both reality and perception of “no parking” on site. Arrangements with adjacent property owners could be engaged to offset any additional peak parking demand.

Given the current site plan provides 47 parking spaces, it is our opinion that the Sportsplex Office Building development will meet the average parking demand during normal operations. With normal operations defined as all exam rooms occupied and typical employee count on site.

CLARIFICATIONS

The opinions, analysis and recommendations of this letter memo are based on current site plan configurations, programmed uses and current square footages. Any deviations, alterations, change of programmed use or other adjustments nullify the recommendations and opinions of this letter memo.

Please let me know if you have any questions.

Very truly yours,

Jeremy Rocha, P.E. (TX)

Senior Project Manager

249 Sportsplex Special Exception From Parking Requirements Explanation of How This Project Exceeds Code

This project at 249 Sportsplex Park, owned by Intrepid Commercial Properties, LLC, presently has one tenant, Ascension Seton Dripping Springs Health Center. This center which was originally permitted as a site with professional offices in mind used a 1:300 parking ratio to determine their parking needs. However, due to many reasons - market demand and the Covid pandemic - the companies looking for tenant space has been almost exclusively medical.

When it comes to “exceeding code requirements”; the point and purpose of a special exception is to not have to strictly comply with the requirements of the Zoning Ordinance with which the applicant / property owner cannot comply. In this case, the parking requirements for a building for medical offices, the “most intense use” (which is a parking ratio of 1:200 per the City of Dripping Springs Zoning Ordinance) cannot be met. However, when considering alternative standards, the following standards are proposed to be considered. (These and similar standards were used last month in a similar parking variance considered and approved by the Board of Adjustments.)

We also would like to have considered that the owner, Chris Nygard, did propose several months ago to purchase additional property across the street to build a parking lot to help with his parking shortage and provide additional parking for the community during weekends and special events. We were told that this was not acceptable or advisable due to the concern of pedestrians crossing the street. Mr. Nygard let that property return to the open market. It was and will most likely remain an unusable lot due to the amount of floodplain it contains. That would have been an example of exceeding code by purchasing additional property to help absorb other properties’ parking shortages.

However, after observing the approval last month of 391 Sportsplex’ parking variance for a gymnasium, we believe that a revisitation of this project’s parking was warranted. Below are two tables with two scenarios under which are calculated the parking requirements for the gross square footage of the building using various parking standards from neighboring communities and a similar table using the perspective of realistic parking requirements based on useable square footage (a list of the unusable areas are listed below the second table based on information provided from Kevin Herron, AIA, to Mr. Nygard.

In either case, using other communities' standards, as was done by Robyn Miga, Planning Consultant for the City of Dripping Springs in her staff report for the parking variance for 391 Sportsplex, the numbers present a wide array of potential considerations. Using what may be deemed as the most prudent standard, the City of Austin's mixed use with medical, which requires a 1:275 ratio, the parking shortage based on the gross floor area is 1 space. When calculating parking for the useable space scenario with the same parking ratio, the required number of spaces would be 3 less than the number of spaces provided as evidenced on the approved site plan (see Exhibit included of the one page from the site plan with the parking calculations and the site plan layout).

Gross Floor Area (13,200 SF)	Required Parking Spaces	Provided Spaces	Spaces Short	Cities using standard
As approved @ 1:300	44	47	+3	DS (As approved, For General Office Use)
@ 1:200	66	47	-19	DS (Most Intense Use)
@ 1:250	53	47	-6	Kyle, Georgetown, Marble Falls
@ 1:275	48	47	-1	Austin (Mixed use w/ Medical)
@ 1:400	33	47	+14	Buda

Useable Space (12,548 SF)	Required Parking Spaces	Provided Spaces	Spaces Short	Cities Using Standards
As approved @ 1:300	42	47	+5	DS (As approved, For

				General Office Use)
@ 1:200	62	47	-15	DS (Most Intense Use)
@ 1:250	51	47	-4	Kyle, Georgetown, Marble Falls
@ 1:275	46	47	+1	Austin (Mixed use w/ Medical)
@ 1:400	32	47	+15	Buda

Another perspective to be considered is that with the increasing pedestrian sidewalks becoming established in this area, more people could walk to this center as opposed to driving and thereby parking. Whether from their places of employment or the schools they attend, or from their homes, the need for parking is not always the only consideration when planning on how we move people and store their vehicles. It begins to provide an opportunity to warrant bicycling, walking, ridesharing, etc. This consideration should be given as it was for the 391 Sportsplex variance for parking.

The economic argument presented in the staff report for 391 Sportsplex can be equally applied here which is that the property cannot be fully developed with the City's prohibition of allowing the site to be fully leased unless Mr. Nygard resolves his parking shortage pursuant to the City's Zoning Ordinance requirements. He has potential tenants that would fill up the remainder of his building and would provide the maximum benefit to the City, the community, and Mr. Nygard in the environment that when one succeeds, we all succeed.



CITY OF DRIPPING SPRINGS

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July 31, 2020

Nygaard & Company, LLC--Chris Nygard
100 Commons Road, Suite 7 #339
Dripping Springs, Texas 78620
Phone: (512) 844-6871
[via e-mail chris@nygardandcompany.com](mailto:chris@nygardandcompany.com)

RE: 249 Sportsplex Drive (Lot 6 of the JWLP Family Subdivision)

Mr. Nygard,

The City has reviewed the letter that was submitted to the City of Dripping Springs on July 24, 2020 regarding 249 Sportsplex Drive's parking situation (letter attached for reference). In the Letter, you request that the City allow you to continue obtaining the appropriate City Permits for 9,400 square feet of the Building located at the property.

The Site Development Permit for 249 Sportsplex Drive was approved in 2019 for a shell office building. Parking was calculated based on Office (administrative or professional) which requires one (1) parking space for each three hundred (300) square feet of floor area [Sec 5.6.2 (41) of the Zoning Ordinance]. The Site and building were built with the intention that Office would be the only use. A tenant finish-out permit was applied for which showed a medical office use. Medical Office use requires one parking space per two hundred (200) square feet. This would require 66 parking spaces to be located on the property.

The reasoning for this request to obtain additional permits for 9,400 sq. ft. is that 9,400 sq. ft. calculated at medical office parking requirements would require 47 Parking Spaces which is what the property currently has available and is able to provide. Per Section 5.7.6 of the Zoning Ordinance, Parking for mixed uses within the same structure shall be calculated for the most intensive use. The building for the lot is 13,200 square feet, the parking requirements for the entire building would require 19 additional parking spaces to be provided.

The City has reviewed the request. You may continue to obtain permits to allow occupancy of up to 9,400 sq. ft. of the building based on the 47 parking places with the understanding that all other city requirements are met. This approval is based on the understanding that the remaining 3,800 sq. ft. are currently unusable due to a lack of parking and that the City cannot approve any occupancy of the 3,800 sq. ft. section without additional parking or the submission, and approval, of a parking variance. Such variances are reviewed on a case-by-case basis and we cannot guarantee that such a variance would be approved by the City.

Sincerely,

Michelle Fischer, City Administrator

Attachment: DS Staff Letter- 249 Sportsplex Parking from Chris Nygard

Gateway to the Hill Country



Nygard & Company, LLC
100 Commons Road, Suite 7 #339
Dripping Springs, Texas 78620
Phone: (512) 844-6871
chris@nygardandcompany.com
www.nygardandcompany.com

Dripping Springs City Staff
511 Mercer Street
Dripping Springs, Texas 78620

Date: 7/24/20
RE: 249 Sportsplex Drive

Ginger & Amanda,

Thank you for taking time out of your day to review our parking situation.

We are proposing that we park this site at 9400sf +/- rentable space instead of the 13,200sf that is available until we work out an offsite parking agreement. We currently have a finish out permit pending and they are only taking 5,410 sf which equates to 27 of the 47 parking spaces. With our current parking count, we can finish out 9,400sf +/- of the 13,200-sf available which will allow us to maintain the 1:200 parking ratio. We will keep 3,800 sf unleased until the offsite parking details have been confirmed and approved.

Sincerely,

Chris Nygard

difficulty for the development community has been in determining the factors for accumulation of vehicles at one land use when another is likely to peak. Although the PGM includes significantly more data than in the past, it often has few if any data points for nonpeak hours and little or no seasonal information. Further, the amount of data for many land uses remains statistically weak, and the separation of data into more specific but smaller groupings (for example, separating big-box retail uses into as many as 10 separate land use codes) makes determining the design day and hour more difficult because the data become less statistically reliable as they are subdivided.

The collective resources of NPA's PCC for this publication were used to test and adjust as well as to develop the factors for newly added land uses. Figure 2-3 shows the monthly adjustments, figure 2-4 shows weekday time-of-day adjustments, and figure 2-5 shows weekend adjustments.

Step 4: Develop Scenarios for Critical Parking Need Periods

As previously discussed, and with few exceptions, several scenarios should be developed for modeling parking needs to ensure that the peak hour is identified. For a shopping center with retail, dining, a cineplex, and a relatively small amount of entertainment uses, the following scenarios might be reviewed:

- weekend evening in July;
- weekend afternoon and evening in December before Christmas; and
- weekend afternoon and evening in Late December.

One should not presume that the peak hour for this shopping center is going to be a Saturday afternoon in December and run only that single scenario. Conversely, if office parking needs clearly will exceed the combined demand from other uses, it would be appropriate to review weekdays in October as well.

The first checkpoint in this process is to consider the demand that each land use would generate in a stand-alone mode. This is not simply the square footage or other quantity metric, but the quantity of land use times the parking ratio

before application of any factors. Certainly, any land use that generates less than, say, 20 percent of the parking demand is unlikely to drive the overall peak accumulation of vehicles. Then, knowing what the peak times of day and season are for each use, scenarios can be generated that could reasonably result in peak accumulations of vehicles.

For most land uses, the time-of-day and seasonality adjustments will have a greater effect on the accumulation of vehicles than driving and noncaptive adjustments. Therefore, it makes sense to evaluate the time-of-day and seasonality variables first, narrowing down the number of scenarios to be run before applying noncaptive and driving adjustments.

It may then be necessary to test several hours for each scenario to determine the peak hours of each of those days. Often this can be achieved by checking a key hour for the land uses that appear to drive demand, eliminating some scenarios and focusing on those that seem likely to result in peak demand by checking multiple hours on those days.

Note that in the SP Model associated with this publication, the application of time-of-day and seasonal adjustments is automatically calculated. One skips step 4 and goes to step 5. However, after completion of that step, one should revisit whether additional scenarios should be included in the analysis for understanding of the analysis, design and/or parking management planning, or appropriate communication to the various parties.

Step 5: Adjust Ratios for Modal Split and Occupancy

All the parking ratios recommended in this book are intended to reflect conditions in suburban and smaller city settings with little or no transit, free or inexpensive parking, and minimal employee ride sharing. Adjustments for reduced use of automobiles owing to alternative modes of transportation, formal ride-sharing programs, or an atypical ratio of persons per car resulting from carpooling can be made by a driving adjustment. As previously defined, the driving adjustment reflects both modal split to automobiles and auto occupancy.

Nearly all the recommended ratios are based on observed accumulations of parked vehicles,

and thus the modal split and auto occupancy at that ratio are implicit in the number but not known. The *PGM* is careful to note that even in suburban settings, the sites studied may be served by transit to some degree. Moreover, there will often be a small number of dropoffs and walk-ins and some ride sharing, even where public transit is not available. Minuscule adjustments should be avoided. If data suggest that the actual employee split is precisely 98.5 percent private auto, they should be disregarded because some ride sharing (carpooling), dropoffs (including ride hailing), and walking are inherent in the base ratios for employee parking. The driving adjustments are intended for significant changes in modal split or auto occupancy.

Because of wider availability of census and transportation information, it is easier now to adjust for local modal splits for employees than in the past. Two recognized and easily accessible sources of modal split data, typically at a census tract, city, or county level, can be used to determine driving ratios. Those are the U.S. Census Bureau's ACS and the CTPP. The ACS data are collected annually and generally presented on a city or countywide basis, with a rolling five-year average. For example, as of 2019, the most recent data available from the ACS FactFinder website are 2013–2017.

The CTPP is a state department of transportation (DOT)-funded, cooperative program maintained by the American Association of State Highway and Transportation Officials that produces special tabulations of ACS data by "small geography" (census tract) for transportation planning, analysis, and strategic direction.⁵ The information is available by place of residence, workplace, and trip from home to work. The latest CTPP, published April 1, 2019, is based on the 2012–2016 ACS data. The aging of the CTPP data toward the end of a cycle is a minor issue; the last update used data from 2006 to 2010, which was on average over a decade old when the 2019 CTPP update was issued. As is further discussed in the next chapter, as of this publication date, no significant change in commuting by car in the United States and only very minor change in vehicle ownership are indicated in at least the past two decades. Therefore, the CTPP typically yields

similar results to ACS for city or countywide data. If a significant change in transportation availability has taken place, such as opening of a new rail, light rail, or bus rapid-transit line at the site, one would have to modify results from the CTPP.

Figure 2-6 presents sample journey-to-work data from the CTPP for a census tract in Schaumburg, Illinois.

To calculate the modal split, which is by person, the number of person-trips in each modal category is divided by the total employees (5,596 in this sample). The number of car trips is then calculated by dividing the number of persons in each carpool category by the size of the carpool. For five- or six-person carpools, the number of persons is divided by 5.3, assuming that more of the pools were five persons than six persons. Similarly, the seven-or-more-person carpool figure is divided by seven; at that point it is not going to materially affect the overall number of cars.

In the figure 2-6 data, the average auto occupancy is 1.04 for those arriving by private vehicle. Also calculated is the figure for cars generated by the total employees in this census tract, which is 5,061 / 5,596, or 0.9 cars per total employee. However, one still must account for those who work from home, which should be deducted because they will not commute to a place of employment in the tract. Remember that the base ratios already reflect a typical presence of persons in a space. Telecommuters are not present, similarly to workers on vacation or away from the workplace for business purposes. Leaving telecommuters in the driving adjustment would be "double-dipping." Thus, the drive adjustment is 5,061 cars / (5,596 – 165 telecommuters), resulting in a drive adjustment of 93.2 percent for commuting to a workplace in this census tract. This is slightly below the modal split to cars of 93.7 percent.

Understanding the types of employees generally associated with a land use is also important in adjusting ratios. For example, hotel and retail employees are more likely to use bus transit, to carpool, to walk or to be picked up and dropped off than office employees at the same location.

The available ACS data for a location can also include overall modal splits by the type of employment as seen in figure 2-7.

FIGURE 2-7 **Modal Split Data by Type of Employment**
Bethesda, Maryland

	Drove alone	Carpool	Drive adjustment ^a	Public transit	Walked	Worked at home	Other ^b
Management, business, science, and arts occupations	63%	9%	69%	19%	3%	4%	2%
Service occupations	59%	9%	65%	24%	3%	3%	2%
Sales and office occupations	65%	9%	71%	19%	3%	3%	1%
Natural resources, construction, and maintenance occupations	64%	22%	73%	13%	1%	0%	0%
Production, transportation, and material moving occupations	68%	7%	71%	20%	0%	1%	4%
Military-specific occupations	56%	17%	63%	10%	11%	7%	6%
All occupations	63%	10%	69%	19%	3%	4%	2%

Source: U.S. Census Bureau, 2013–2017 American Community Survey Five-Year Estimates.

^aDrove alone + carpool adjusted for persons per car.

^bIncludes taxi, ride sharing, motorcycle, and bicycle.

This district is in downtown Bethesda, Maryland. Interestingly, the “drove alone” data are 4 percent lower for service employees than for office employees. The service employee data would be appropriate for retail and hotel employees, and the office employee data for the office.

However, remember that the parking ratios already reflect the typical modal splits for a particular type of use, and minor adjustments are automatically made when adjusting from modal split to driving ratio as defined herein. Only when the modal data look unusual or distinctly different should a special adjustment, beyond what is

calculated using the data for the tract, be made for auto occupancy. An example is if it is known that the employees will be bused from special housing or a particular neighborhood, that is, if a large tenant in Silicon Valley will run a shuttle specifically to San Francisco for employees; this probably is not reflected in the 2012–2016 CTPP data for the census tract in which the project is located.

Even with this type of data in hand, adjusting for mode still requires careful thought and professional judgment. It is certainly appropriate to look

for workplace and destination surveys available through local sources.

As previously noted, the CTPP data on modal splits are available by place of work and by place of residence. Place-of-residence data include all employed residents living in an area, even if they commute an hour or more to a larger city. Place-of-residence data are thus more appropriate for analyzing residential land uses, whereas the place-of-work data are more reliable for assessing employment at destinations.

Figure 2-8 shows similar data on vehicles per household and commuting to work by those who live as well as those employed in Schaumburg, Illinois, as seen in figure 2-6. The data are shown both for one census tract and citywide, in order to show the benefit of using data by census tract.

The tract selected is not one near the Schaumburg rail station for commuting to Chicago but rather an area that has both mid-rise office buildings lining a freeway and typical single-family suburban neighborhoods for the rest of the tract. Thus, it has higher vehicle ownership and modal split to auto than the citywide data.

The driving ratio for those who commute to work in Schaumburg in this census tract (93 percent) is only a little higher than for the entire city (92 percent); as previously noted, the driving ratio for those who live in this census tract have the driving ratio of 94 percent to wherever they work. However, the driving ratio for all those who live in the village is lower at 88 percent.

One might even further adjust for a specific location. For example, if the site is just inside one tract but the Metro station is in the adjacent tract, one might average the two tracts' driving ratios. Or if the site is immediately adjacent to the Metro station one might adjust the driving ratio downward, depending on how big the census tract is geographically.

Another concern is the reliability of survey data. Census and ACS data are typically for the "usual" commuting mode, which may not be the appropriate driving adjustment for an average day. The National Household Transportation Survey is based on an inventory of all trips by persons in a household (over the age of five) in a 24-hour period. It found that while those who "usually" drive alone are quite loyal to the mode, other

modes show more variation. If the usual mode is walking, for example, the average of those using the mode of walking on a particular day may be significantly higher or lower and thus could affect the appropriate reduction.

Reserved Parking Adjustments

It would seem logical that when a parking space is reserved for residents or office employees, the driving adjustment for the reserved parkers is 100 percent. However, the reserved parkers are one part of those who drive; that is, they are a component of the total staff or residents with the driving ratio applying to all of them in the aggregate. Applying the driving adjustment calculated from ACS or CTPP data to the remaining parking only will result in an overestimate of parking demand.

Therefore, one should apply the same driving ratio to both, then tweak the percent reserved to get the number of reserved spaces desired.

A simple example with "manual" calculations follows:

Correct calculation:

Assuming 100,000 square feet of office, the base parking ratio for employees is 3.15 spaces/ksf. In a suburban location with 100 percent driving, the number of employee parkers reflected in that ratio is roughly

$$3.15 \div 0.85 \text{ presence} = 371 \text{ employees.}$$

Assume the client wants reserved spaces for 20 percent of the employees, or 64 spaces.

The CTPP data for the site indicate that the driving ratio (after carpooling and telecommuting calculations) for the urban location of the specific project is 75 percent.

$$\text{So total employee parking demand is } 3.15 \times 0.75 \times 100 \text{ ksf} = 236 \text{ spaces.}$$

Therefore, the percent reserved should be $64 \div 236 = 27$ percent of the parking spaces reserved, to end up with 20 percent of the employees having reserved parking.

When using the SP Model for this calculation, one would enter the reserved factor as 0 percent reserved, and then put in the 75 percent driving ratio; the model automatically applies that to both the reserved and unreserved components. One would then go back to the Land Use Densities sheet. To facilitate this calculation, the model

FIGURE 2-8 **Vehicles per Household and Commute to Work by Residents and Employees**
Schaumburg, Illinois

Households	One tract	Citywide
Households	2,403	30,171
No vehicles available	4%	5%
1 vehicle available	30%	39%
2 vehicles available	45%	42%
3 vehicles available	19%	11%
4 or more vehicles available	2%	3%
Average vehicles per household	1.87	1.70

Source: U.S. Census Bureau, 2012–2016 American Community Survey Five-Year Estimates.

Commuting by residents		
Total persons over 16 years of age who are employed	3,465	40,406
Drove alone	88%	82%
Carpooled	3%	8%
Public transportation (excluding taxi)	3%	5%
Walked	1%	2%
Taxicab, motorcycle, bicycle, or other means	0%	1%
Worked at home	5%	3%
Drive adjustment	94%	88%

Source: U.S. Census Bureau, 2012–2016 American Community Survey Five-Year Estimates.

Commuting to workplace		
Total persons over 16 years of age who are employed	5,596	71,404
Drove alone	87%	87%
Carpooled	6%	8%
Public transportation (excluding taxi)	3%	1%
Walked	0%	1%
Taxicab, motorcycle, bicycle, or other means	0%	2%
Worked at home	3%	2%
Drive adjustment	93%	92%

Sources: 2012–2016 American Community Survey Five-Year Estimates (Citywide) and CTPP data set based on 2012–2016 American Community Survey Five-Year Estimates (one tract).

retrieves the parking calculation for reserved parking for office and residential uses from the Summary Sheet, which at this point should still be 0 percent reserved. One can insert percentages by trial and error to achieve the desired number or other goal for reserved parking. Remember to do this after inserting driving ratios.

Easy calculation:

Insert 20 percent reserved immediately and use 100 percent driving for reserved employee spaces. Those reserved spaces would be

$$3.15 \times 0.2 \times 100 \text{ ksf} = 63 \text{ spaces.}$$

The remaining demand is

$$3.15 \times 0.8 \times 0.75 \times 100 \text{ ksf} = 189 \text{ spaces}$$

Total demand is then 252 instead of 236 spaces, a 6.7 percent error. The overall driving ratio ends up higher than 75 percent with this approach . . . about 80 percent.

Therefore, using the same driving ratio for both reserved and unreserved parking and adjusting the percent reserved is the most accurate way to account for reserved parking, especially with larger land uses or higher percentages reserved.

For residential, it is particularly complicated, because the total parking demand for residents based on bedrooms must be calculated first and then the percentage of those spaces that are to be reserved (with less than 100 percent reserved) must be calculated. If one always assumes 100 percent driving adjustment for reserved parking, and 100 percent of the parking is reserved, then no adjustment will be made for the reserved parking in urban settings with lower vehicle ownership than suburban.

As another example, a client wants to have one space per residential unit reserved and segregated and to let the rest be shared. The overall mix of bedrooms for the 100 units results in 185 spaces, a ratio of 1.85 spaces per unit before driving adjustment. At 75 percent driving adjustment for the site, the overall demand would be 1.39 spaces per unit. The percentage reserved is then $1 \div 1.39$, or 72 percent, with both reserved and unreserved having a 75 percent driving adjustment.

Step 6: Apply Noncaptive Adjustments

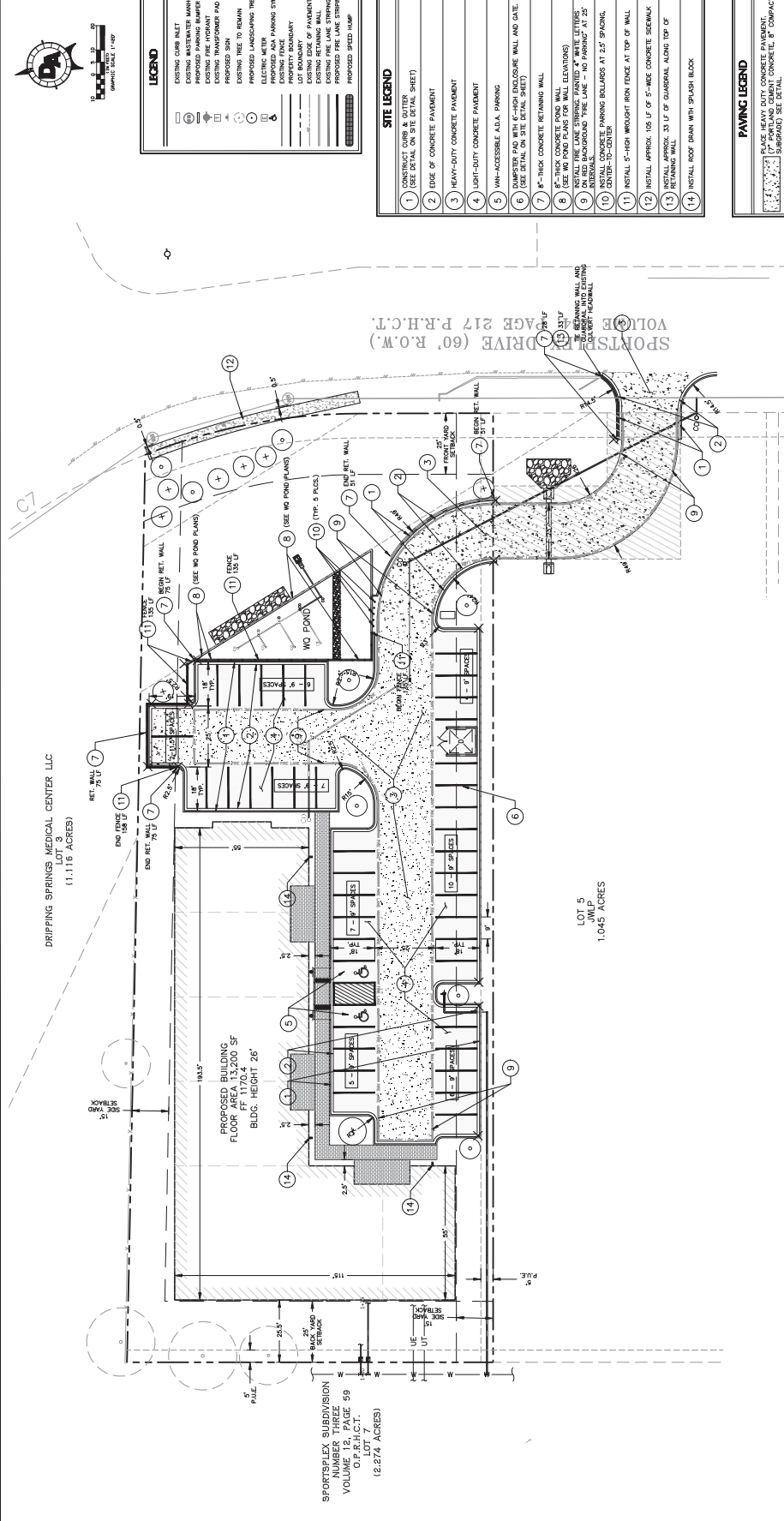
Both formal studies and general experience have proven that some reduction of customer

parking needs occurs in a mixed-use project because of patronage of multiple land uses. The term "captive market" has been borrowed from market researchers to describe people who are already present in the immediate vicinity and likely patrons of a second use. The key to noncaptive adjustments is thinking through whether a car would already be counted as parked at another land use *at the specific time* a person patronizes the other use. For example, employees in a complex or district who are counted as parked at another land use will not generate any parking demand when they patronize a coffee store, deli, or shop for a few minutes while on a break. The car of a resident of a mixed-use development would be counted as being parked at the residence, even when the resident is going to a movie in the complex.

Determining appropriate noncaptive factors is the step that requires the greatest professional judgment and experience.

The development community uses the term "captive" for patrons who are already nearby and may be more easily attracted to a land use. The traffic engineer similarly uses captive for patrons who are already present for another purpose and thus do not generate another vehicle trip to the site. It is important to understand the difference between sequential and simultaneous trips when estimating the effects of captive market influences on the parking supply. The parking planner must determine for each time period whether the captive patrons are already counted as parked for another land use and thus do not generate the need for additional parking spaces at that particular hour. The following examples further explain these issues.

- When a traffic engineer estimates that 20 percent of a cinema's patrons are also going to eat at the restaurants in a retail/entertainment center, it is clearly legitimate to reduce the number of inbound and outbound trips to the project to reflect the fact that new trips to the restaurants will not be made via automobile (but rather are already accounted for in the trip-generation estimates for the cinema). However, if a family goes to a movie and then goes to dinner (i.e., a sequential



SITE PLAN

LEGEND

- EXISTING CURB & GUTTER
- EXISTING MASTER WATER MANHOLE
- PROPOSED PARKING BANNER
- EXISTING FIRE HYDRANT
- EXISTING FIRE ALARM
- PROPOSED SIGN
- PROPOSED SIGN
- EXISTING TREE TO REMAIN
- PROPOSED LANDSCAPING TREE
- ELECTRIC METER
- PROPOSED FENCE
- EXISTING FENCE
- PROPERTY BOUNDARY
- EXISTING SIDE OF PAVEMENT
- EXISTING RETAINING WALL
- EXISTING SIDE OF PAVEMENT
- PROPOSED FIRE LANE STRIPING
- PROPOSED SPEED HUMP

SITE LEGEND

- CONSTRUCT CURB & GUTTER (SEE DETAIL ON SITE DETAIL SHEET)
- EDGE OF CONCRETE PAVEMENT
- HEAVY-DUTY CONCRETE PAVEMENT
- LIGHT-DUTY CONCRETE PAVEMENT
- VAN-ACCESSIBLE A.I.A. PARKING
- DAMPSTER PAD WITH 6'-HIGH ENCLOSURE WALL AND GATE. (SEE DETAIL ON SITE DETAIL SHEET)
- 8" THICK CONCRETE RETAINING WALL
- 8" THICK CONCRETE FOND WALL (SEE W/P POND PLANS FOR WALL ELEVATIONS)
- 8" THICK CONCRETE FOND WALL (SEE W/P POND PLANS FOR WALL ELEVATIONS)
- ON SED BACKGROUND THERE LANE AND PARALLEL AT 25' INTERVALS. (SEE W/P POND PLANS FOR CENTER-TO-CENTER)
- INSTALL 6"-HIGH WROUGHT IRON FENCE AT TOP OF WALL
- INSTALL APPROX. 105 LF OF 6"-WIDE CONCRETE SIDEWALK RETAINING WALL
- INSTALL APPROX. 33 LF OF GUARDRAIL ALONG TOP OF RETAINING WALL
- INSTALL ROOF DRAIN WITH SPLASH BLOCK

PAVING LEGEND

- PAVE HEAVY DUTY CONCRETE PAVEMENT. (7' PORTLAND CEMENT CONCRETE, 8" COMPACTED SUBGRADE) SEE DETAIL.
- PAVE LIGHT-DUTY CONCRETE PAVEMENT. (4" PORTLAND CEMENT CONCRETE, 8" COMPACTED SUBGRADE) SEE DETAIL.
- PAVE CONCRETE SIDEWALK PAVEMENT (04-SITE) PER COA DETAIL A325-1 (SEE DETAIL SHEET D11)
- PAVE CONCRETE SIDEWALK PAVEMENT (07-SITE) PER COA DETAIL A325-1 (SEE DETAIL SHEET D11)

ZONING

CS - COMMERCIAL SERVICES

IMPERVIOUS COVER REQUIREMENTS:

MAXIMUM IMPERVIOUS COVER (%): NET SITE AREA (sq ft) = 7906
 MAXIMUM IMPERVIOUS COVER (%): NET SITE AREA (sq ft) = 29 ac
 TOTAL ALLOWABLE IMPERVIOUS COVER: 39,334.68 sq ft, 0.90 ac
 PROPOSED IMPERVIOUS COVER: 33,460 sq ft, 0.773 ac
 PROPOSED IMPERVIOUS COVER: 59.90%

OFF-STREET PARKING REQUIREMENTS:

OFFICE ONLY (3 SPACES PER THOUSAND (600) SQUARE FEET OF GROSS FLOOR AREA IN ADDITION TO ANY REQUIRED STACKING SPACES FOR DRIVE-THROUGH FACILITIES.

GROSS FLOOR AREA: 13,200 sf
 REQUIRED PARKING (3 SPACE/1000 SF): 44
 STANDARD PARKING SPACES PROVIDED: 45
 TOTAL PARKING SPACES PROVIDED: 47

IMPERVIOUS COVER CALCULATIONS	AREA (SF)
BUILDING	63,500
PAVEMENT	36,686
SIDWALK	1,786
TOTAL	33,666



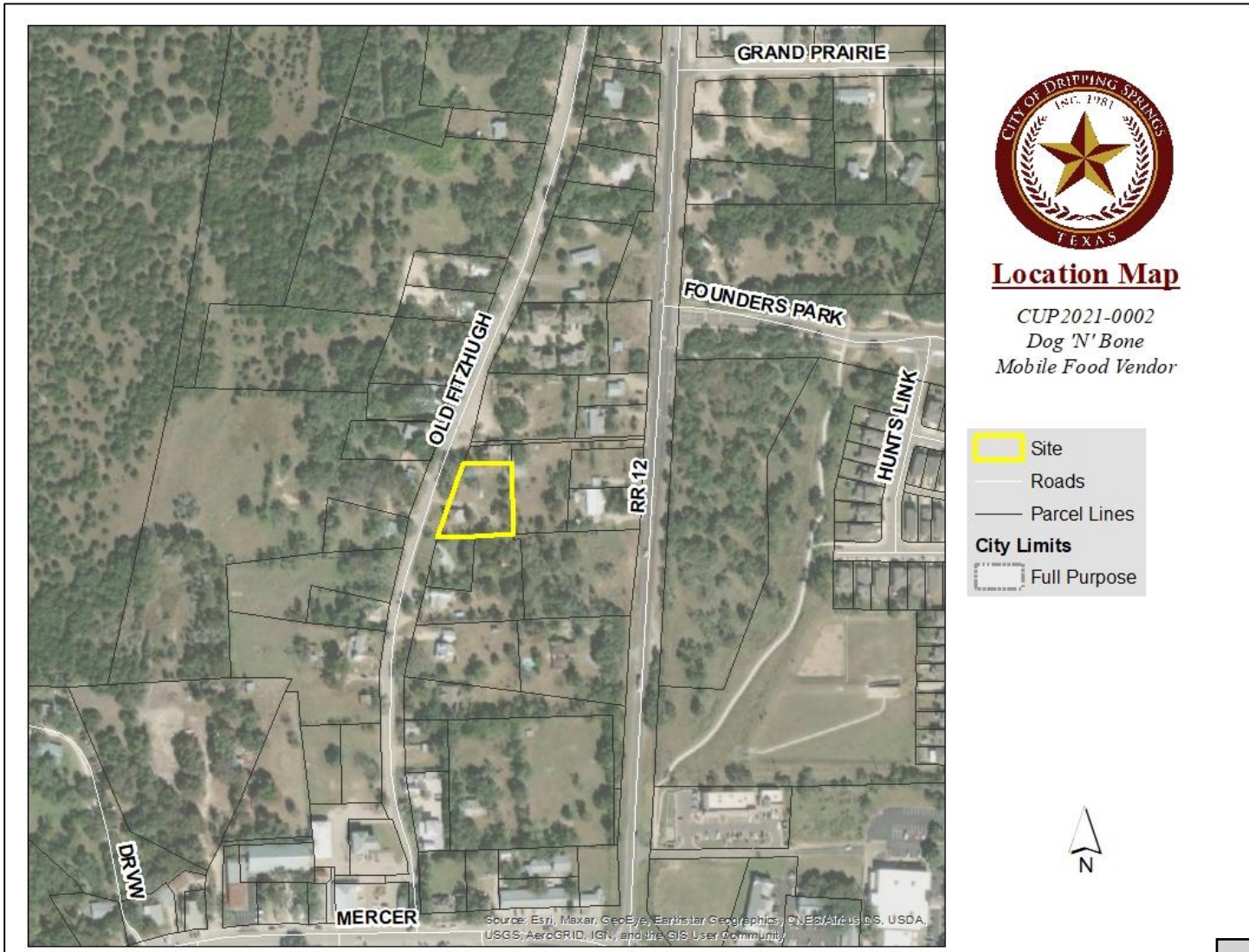
City Council Planning Department Staff Report

Item # 8.

City Council Meeting: June 08, 2021
Project No: CUP2021-0002
Project Planner: Amanda Padilla, Senior Planner

Item Details

Project Name: Dog 'N' Bone Mobile Food Vendor
Property Location: 310 Old Fitzhugh Road, Dripping Springs Texas 78620
Legal Description: ABS 415 PHILIP A SMITH SURVEY 0.63 AC GEO#90401232
Applicant: Mike Pelland
Property Owner: Dog 'N' Bone LLC
Request: Conditional Use Permit (CUP) for a Mobile Food Vendor use within the General Retail (GR) Zoning District and Old Fitzhugh Historic District

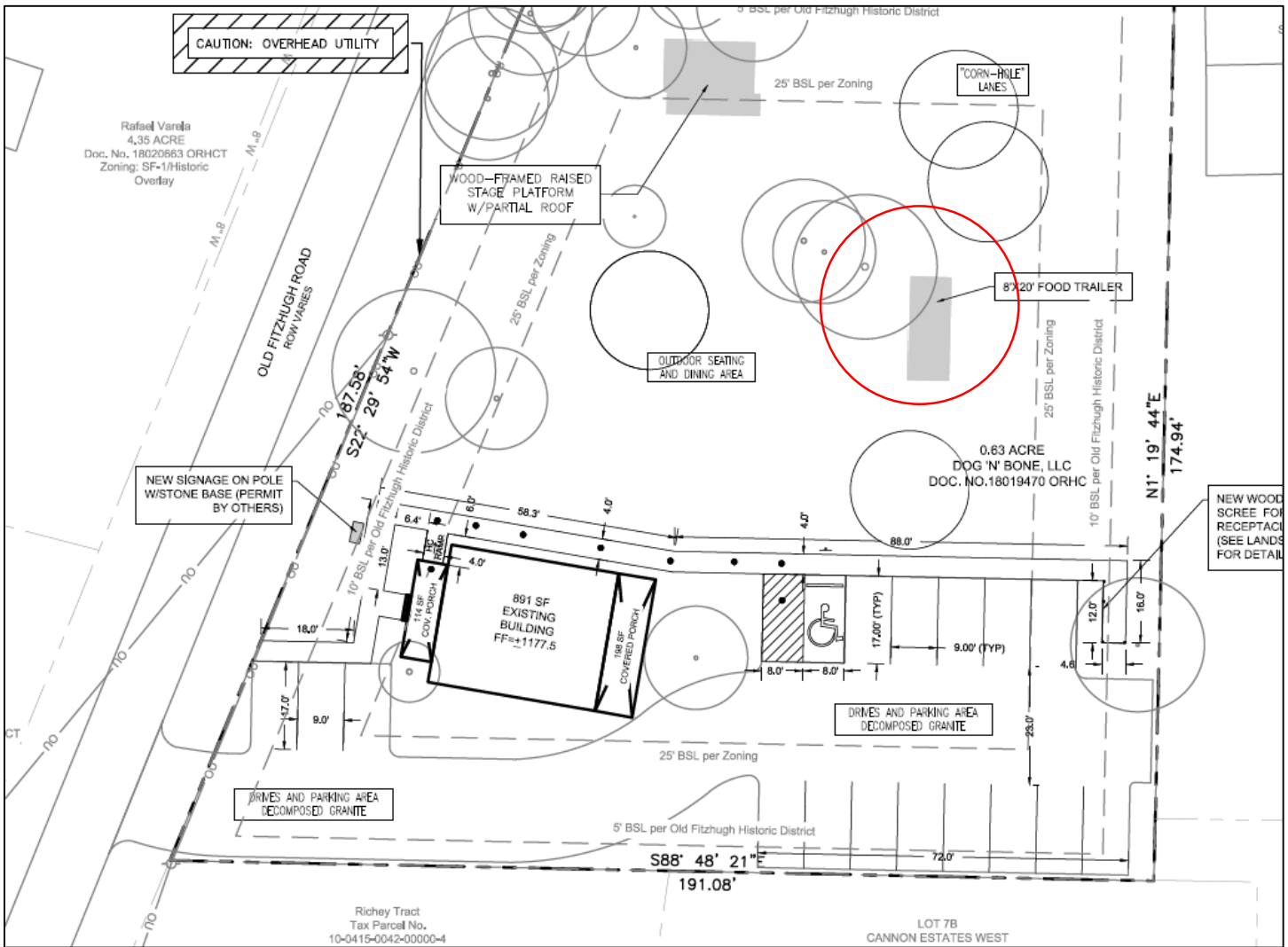


Planning Department Staff Report

Overview

The applicant is requesting a Conditional Use Permit to allow a Mobile Food Vendor to be located at 310 Old Fitzhugh Road also known as Dog ‘N’ Bone. The Property is located within the General Services (GR) zoning district and the Old Fitzhugh Road Historic District. Mobile Food Vendors are a permitted use in the GR zoning district and Old Fitzhugh Road Historic District with an approved Certificate of Appropriateness and a Conditional Use Permit.

Per the City’s Zoning Ordinance that was amended on April 10, 2018, Sec. 30.05.032 (e), Applicants of mobile food vendors (longer than 10 days) or mobile food courts wishing to locate in the Old Fitzhugh historic district as defined in section 24.07.032 [chapter 30, exhibit A, section 4.3.2] of the Code of Ordinances must apply for and be granted a certificate of appropriateness under the requirements of chapter 24, article 24.07 [chapter 30, exhibit A, section 4, division 2] of the city code and apply for and be granted a conditional use permit under the requirements of chapter 30, exhibit A: zoning, section 3.17 of the city code. A conditional use permit shall not be granted prior to a certificate of appropriateness being granted.



The Mobile Food Vendor will be located at 310 Old Fitzhugh Road also known as Dog ‘N’ Bone. The property is approximately 0.63 acres. The required setbacks within the Old Fitzhugh Road Historic District are below:

Direction	Setback Code requirement
Front	Ten Feet (10’)
Rear	Ten Feet (10’)
Side	Five feet (5’)

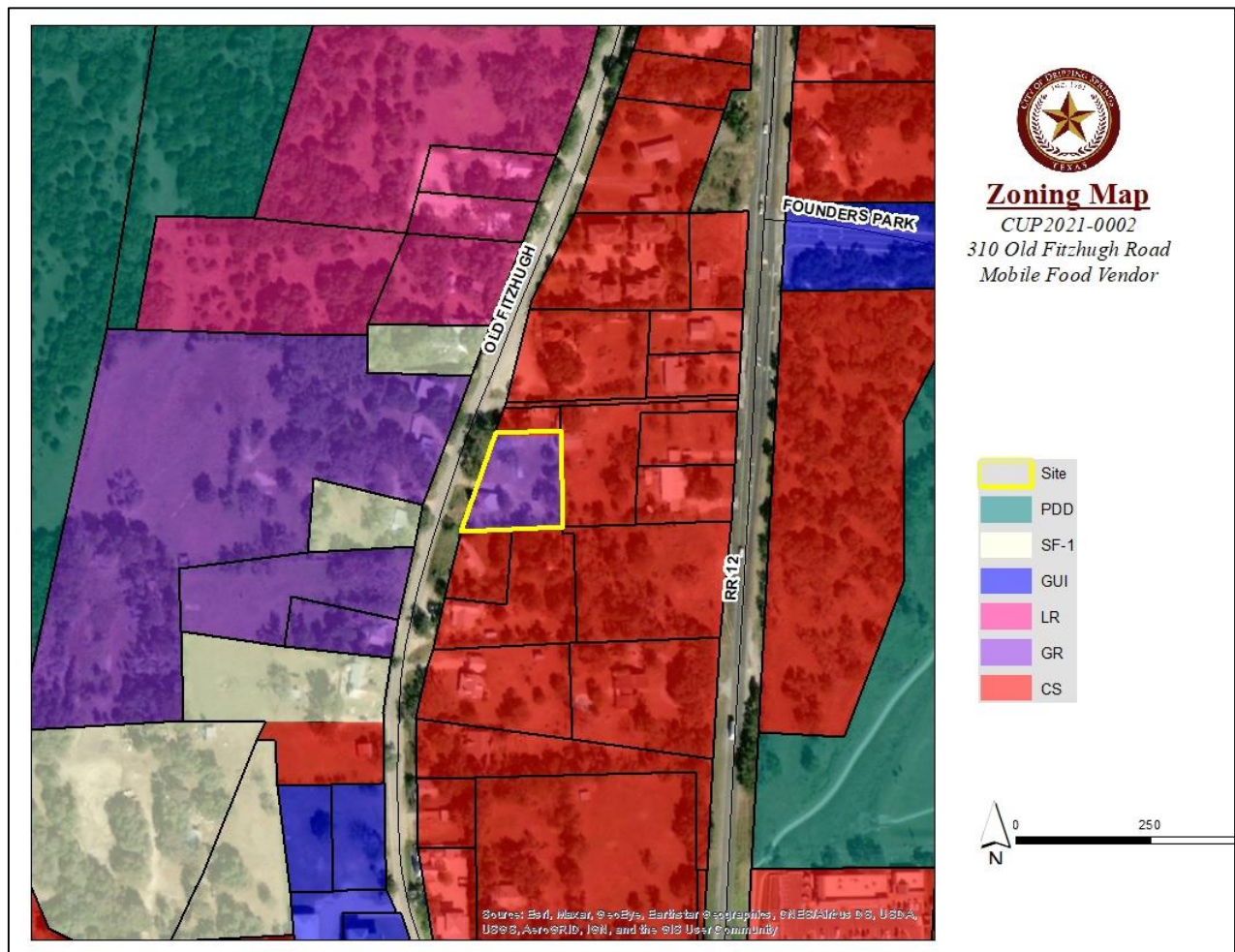
Dog ‘N’ bone is advertised as a Gastropub with the option of food and drinks. The Mobile food vendor is intended to serve fish and chips and other gastropub items. The main structure on the property will be reserved for the bar (CUP is being reviewed), seating, and dining.

Dog ‘N’ Bone previously received a Conditional Use Permit for a Mobile Food Vendor Use but per Chapter 30 Exhibit A Section 3.17.9 Expirations, extension, and termination (c) CUPs for new uses/structures shall be deemed to have expired and shall become null and void if construction is not completed and occupation commenced within two years of the date the CUP was approved. The Mobile Food Vendor use was approved on November 13, 2018 by City Council and has yet to be occupied and has expired. The applicant is reappearing in front of the Planning and Zoning Commission and City Council to receive reapproval of the Conditional Use Permit.

The applicant received a Certificate of Appropriateness (COA) on October 3, 2018 and renewed the COA at the April 1st, 2021 Historic Preservation Commission Meeting.

The applicant had intended to build a brick-and-mortar kitchen that would replace the Mobile Food Vendor but the applicant has no set date on the construction of the kitchen.

Surrounding Properties



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table

below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services (CS)	Verizon Communications	Not Applicable
East	Commercial Services (CS)	Retail/ Bar	
South	Commercial Services (CS)	Residential	
West	General Retail (GR) / Single-family residential district—Low density (SF-1)	Residential	

Approval Criteria for Conditional Use Permit Review (3.17.6-Zoning Ordinance)

Approval Criteria	Staff Comments
1. The proposed use at the specified location is consistent with the policies embodied in the Comprehensive Plan;	<p>The Comprehensive plan is supportive of commercial development. There are two goals that the comprehensive plans discuss that fit with this request 1. Support expansion of business and professional services and 2. Support Tourism.</p> <p>The addition of the mobile food vendor will add diversity to the local economy and make dripping springs more attractive to prospective businesses.</p>
2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;	The zoning district is General Retail (GR), which permits commercial and retail uses. Mobile food vendors are permitted in the GR zoning district with the approval of a Conditional Use Permit (CUP).
3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;	The applicant will need to meet all development standards.
4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following:	
<p>a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;</p>	<p>The property fronts Old Fitzhugh Road and will be required to have adequate access prior to occupation and service from the Mobile Food Vendor.</p> <p>The applicant submitted a Site development Plan to the City of Dripping Springs in 2019. In the Site plan a driveway is proposed on the south end of the property.</p>
<p>b. Off-street parking areas, loading areas, and pavement type;</p>	The property will need to have an additional 3 parking spaces for the mobile food vendor per the Mobile Food Vendor Ordinance.

c. Refuse and service areas;	The applicant will be required to provide trash can receptacles for the patrons.
d. Utilities with reference to location, availability, and compatibility;	The mobile food vendor is required to be plugged into an approved outlet. Restrooms will be shared with the business on site. The Mobile Food Vendor will be required to comply with all Fire safety regulations.
e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;	No Screening is proposed.
f. Control of signs, if any;	Signage will be done with a separate permit and will need to comply with the Current Sign Ordinance in effect. Any variances will require approval.
g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;	The owner shall comply with the Lighting Ordinance.
h. Required yards and open space;	Not applicable.
i. Height and bulk of structures;	The mobile food vendor meets height requirements.
j. Hours of operation;	<p>The hours of operation have yet to be decided by the applicant.</p> <p>The Mobile Food Vendor Ordinance restricts the applicant from operating between the hours of 11:00pm to 6:00am.</p>
k. Exterior construction material, building design, and building facade treatment;	Mobile Food Vendors do not have to comply with our Exterior Design Ordinance, but they do have to comply with our Sign Ordinance and applicable Sign Codes.
l. Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and	Not applicable.
m. Provision for pedestrian access/amenities/areas;	The mobile food vendor will be tied to the adjacent business which will provide tables and seating.
5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity; and,	Staff finds that the proposed mobile food vendor use will not be detrimental or damaging to the surrounding properties, these properties being similarly commercially zoned.
6. Noise;	<p>The applicant stated that there will only be acoustic music for the time being.</p> <p>Due to the location and proximity to adjacent residence, Staff is requesting that the decibel level stay below 65 decibels and that music shall only be allowed during the hours of operation.</p>

7. Odors; and	No odors anticipated.
8. Dust.	Not Applicable

Summary

Based on the proposed land use, adjacent land uses, the opportunity to attract more individuals to the Historic District and increase sales tax staff recommends approval of the requested Conditional Use Permit for the property with the conditions outlined in the below section.

Conditional Use Permit Requirements

A mobile food vendor at the above-mentioned location is allowed pursuant to the following regulations:

1. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
2. Hours of operation are limited to the closing time of 10:00 p.m. Sunday through Thursday, and 11:00 p.m. Friday and Saturday.
3. The property adheres to all Fire and Life Safety Codes found in the International Fire Code
4. Should the City find the mobile food truck to create health and safety issues due to any reasons, the City Administrator may request that the Applicant remove any vehicle from the site. The Applicant shall comply with the City Administrator’s request.
5. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised by the City Administrator based on either:
 - a. A history of poor code compliance.
 - b. A revision to the Comprehensive Plan that renders the CUP incompatible.
6. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.

The below excerpt of the Code are the procedures that P&Z should take for CUPS.

Chapter 30 Exhibit A Zoning Ordinance Sec 3.17.5 Procedures for CUPS:

- (a) P&Z Recommendation: Following the public hearing, the P&Z shall recommend approval, approval subject to modification, or denial of the proposal to the City Council. If the appropriateness of the use cannot be assured at the location, the P&Z shall recommend denial of the application as being incompatible with existing uses or with other uses permitted by right in the district.

Planning and Zoning Commission Recommendation

A motion was made by Vice Chair Martin to approve CUP2021-0002: an application for a Conditional Use Permit to consider a Conditional Use Permit to allow for the use “Mobile food vendor - longer than 10 days” located at 310 Old Fitzhugh Rd, Dripping Springs, Texas with the following conditions:

1. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
2. Hours of operation are limited to the closing time of 10:00 p.m. Sunday through Thursday, and 11:00 p.m. Friday and Saturday.
3. The property adheres to all Fire and Life Safety Codes found in the International Fire Code
4. Should the City find the mobile food truck to create health and safety issues due to any reasons, the City Administrator may request that the Applicant remove any vehicle from the site. The Applicant shall comply with the City Administrator’s request.

5. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised by the City Administrator based on either:
 - a. A history of poor code compliance.
 - b. A revision to the Comprehensive Plan that renders the CUP incompatible.
6. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.

Commissioner Williamson seconded the motion which carried unanimously, 6 to 0.

Public Notification

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

Meetings Schedule

May 25, 2021 – Planning and Zoning Commission
 June 8, 2021 - City Council Meeting

Attachments

- Attachment 1 - Conditional Use Permit Application
- Attachment 2 – Site Plan
- Attachment 3 – COA Staff Report
- Attachment 4 – Site Photos
- Attachment 5 – Previously approved CUP

Recommended Action:	Approval of the requested Conditional Use Permit, with staff and any additional conditions deemed necessary by the Commission.
Alternatives/Options:	Disapproval of the Conditional Use Permit; approval of the Conditional Use Permit with no or alternate conditions.
Budget/Financial Impact:	None calculated at this time, but the City would receive additional sales tax revenue.
Public Comments:	Staff has not received any public comments at this time.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support the expansion of business and professional services Support Tourism related businesses



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

CONDITIONAL USE PERMIT APPLICATION

Case Number (staff use only): _____

NEW APPLICATION EXTENSION OF A PREVIOUSLY APPROVED CUP

CONTACT INFORMATION

PROPERTY OWNER NAME Dog 'n' Bone LLC
STREET ADDRESS 310 Old Fitzhugh Rd.
CITY Dripping Springs STATE TX ZIP CODE 78620
PHONE 512-894-2438 EMAIL dognbonecompliance@gmail.com

APPLICANT NAME Dog 'n' Bone LLC
COMPANY Dog 'n' Bone LLC
STREET ADDRESS 310 Old Fitzhugh Rd.
CITY Dripping Springs STATE TX ZIP CODE 78620
PHONE 512-894-2438 EMAIL dognbonecompliance@gmail.com

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Dog 'n' Bone LLC
PROPERTY ADDRESS	310 Old Fitzhugh Rd.
CURRENT LEGAL DESCRIPTION	Mobile Food Vendor
TAX ID#	32066083505
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	Commercial
PROPOSED USE	Food trailer
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Required by city

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

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

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

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Kelly Allison is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Mike Pelland
Name

Managing Member
Title

STATE OF TEXAS

§

COUNTY OF HAYS

§

§



This instrument was acknowledged before me on the 15th day of April

2021 by Kelly Allison

Kelly O'Neill Allison
Notary Public, State of Texas

My Commission Expires: 03-18-2024

Dog N Bone LLC
Name of Applicant

CONDITIONAL USE PERMIT SUBMITTAL

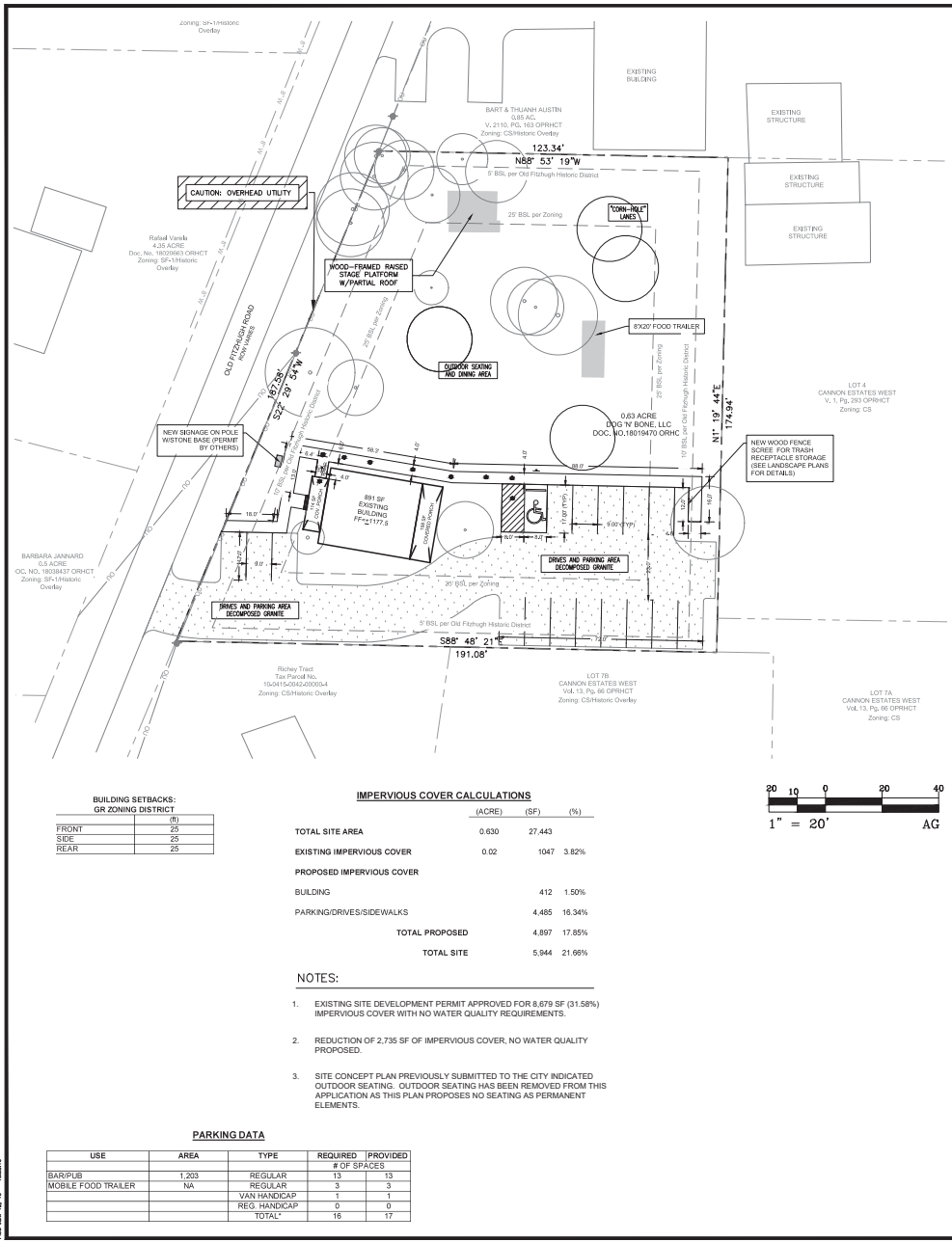
All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above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

[Handwritten Signature]
 Applicant Signature

4/18/2021
 Date

CHECKLIST

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



LEGEND

EXISTING 8" DWSG WATER LINE PER RECORD INFORMATION

EXISTING TREE W/TAG

PROPERTY LINE PER RECORD INFORMATION

OVERHEAD UTILITY

UTILITY POLE

OFFICIAL RECORDS HAYS COUNTY TEXAS

OFFICIAL PLAT RECORDS HAYS COUNTY TEXAS

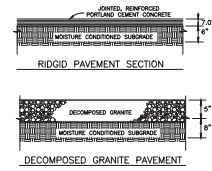
PROPOSED DECOMPOSED GRANITE

PROPOSED CONCRETE PAVEMENT

HC ACCESSIBLE ROUTE

TAG	TREE LIST SIZE	TYPE
1	11	Live Oak
2	11	Live Oak
3	10	Live Oak
4	11	Live Oak
5	11	Live Oak
6	9	Live Oak
7	14	Live Oak
8	14	Live Oak
9	13	Live Oak
10	8	Loblolly Pine
11	13	Live Oak
12	11	Live Oak
13	16	Live Oak
14	17	Live Oak
15	10	Live Oak
16	11	Live Oak
17	7	Live Oak
18	13	Live Oak

- NOTES:**
- BOUNDARY BY DEED INFORMATION. NO SURVEY DATA PROVIDED
 - ADJACENT PROPERTY INFORMATION PER HAYS COUNTY CENTRAL APPRAISAL DISTRICT INFORMATION AND HAYS COUNTY PLAT RECORDS.
 - SITE TOPOGRAPHIC AND TREE DATA PROVIDED BY OWNER.
 - ALL UTILITY INFORMATION (ABOVE AND BELOW GROUND) PER CLIENT PROVIDED DATA OR UTILITY RECORD INFORMATION. CONTRACTOR SHALL VERIFY PRIOR TO SITE CONSTRUCTION WORK.
 - ALL EXCAVATION AND PLACEMENT OF FILL SHALL BE IN ACCORDANCE WITH GEOTECHNICAL REPORT. ANY DISCREPANCIES BETWEEN THESE PLANS AND GEOTECHNICAL REPORT SHALL DEFER TO THE INFORMATION IN THE GEOTECHNICAL REPORT.
 - PER OWNER, SITE IS CURRENTLY CONNECTED TO CITY OF DRIPPING SPRINGS WASTEWATER SYSTEM. NO MODIFICATIONS TO THE EXISTING CONNECTION ARE PROPOSED PER THESE PLANS.
 - PER OWNER, SITE IS CURRENTLY CONNECTED TO DRIPPING SPRINGS WATER SUPPLY CORPORATION WATER SYSTEM. NO MODIFICATIONS TO THE EXISTING CONNECTION ARE PROPOSED PER THESE PLANS.
 - SIDEWALK CROSS SLOPES SHALL NOT EXCEED 1% PER FOOT UNLESS OTHERWISE NOTED.
 - AS-BUILT CONSTRUCTION PLANS AND AN ENGINEERING CONCURRENCE LETTER IS REQUIRED PRIOR CITY'S ISSUANCE OF CERTIFICATE OF OCCUPANCY LETTER FOR THE PROJECT.
 - THE PROPOSED NEW BUILDING WILL REQUIRE BUILDING REVIEW BY ESD #6 (NORTH HAYS COUNTY FIRE AND RESCUE) PRIOR TO CONSTRUCTION.
 - FIRE APPARATUS ACCESS ROADS BE CONTINUOUSLY MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "FIRE LANE - NO PARKING" SHALL APPEAR IN FOUR INCH (4") WHITE LETTERS AT TWENTY-FIVE FOOT (25) INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANE. WHERE A CURB IS AVAILABLE, THE STRIPING SHALL BE ON THE VERTICAL FACE OF THE CURB. AREAS OF ACCESS ROAD WITHOUT PAINTABLE SURFACE SHALL HAVE FIRE LANE SIGNS INSTALLED.
 - NO EXTERIOR LIGHTS ARE PROPOSED FOR THE BUILDING OR IN THE PARKING AREA PER THIS PERMIT. ANY FUTURE EXTERIOR LIGHTING WILL REQUIRE APPROVAL FROM THE CITY OF DRIPPING SPRINGS.
 - NO SITE SIGNAGE IS PROPOSED PER THIS PERMIT. (LOCATION SHOWN FOR INFORMATION ONLY) ANY FUTURE SIGNAGE WILL REQUIRE APPROVAL BY THE CITY OF DRIPPING SPRINGS.
 - ANY ADDITIONAL JURISDICTIONAL PERMIT REQUIREMENTS SHALL BE OBTAINED BY OWNER/CONTRACTOR.



- PAVING NOTES:**
- PAVEMENT DETAILS PROVIDED ABOVE ARE SHOWN FOR REFERENCE ONLY. THE CONTRACTOR MUST VERIFY THE DETAILS WITH THE MOST CURRENT GEOTECHNICAL RECOMMENDATIONS PRIOR TO CONSTRUCTION.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF THREE WEEKS BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

BUILDING SETBACKS - GR ZONING DISTRICT

	FRONT	SIDE	REAR
MIN	25	25	25

IMPERVIOUS COVER CALCULATIONS

	(ACRE)	(SF)	(%)
TOTAL SITE AREA	0.630	27,443	
EXISTING IMPERVIOUS COVER	0.02	1047	3.82%
PROPOSED IMPERVIOUS COVER			
BUILDING		412	1.50%
PARKING/DRIVES/SIDEWALKS		4,465	16.34%
TOTAL PROPOSED		4,897	17.85%
TOTAL SITE		5,944	21.66%

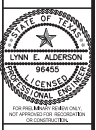
- NOTES:**
- EXISTING SITE DEVELOPMENT PERMIT APPROVED FOR 8,679 SF (31.58%) IMPERVIOUS COVER WITH NO WATER QUALITY REQUIREMENTS.
 - REDUCTION OF 2,735 SF OF IMPERVIOUS COVER, NO WATER QUALITY PROPOSED.
 - SITE CONCEPT PLAN PREVIOUSLY SUBMITTED TO THE CITY INDICATED OUTDOOR SEATING. OUTDOOR SEATING HAS BEEN REMOVED FROM THIS APPLICATION AS THIS PLAN PROPOSES NO SEATING AS PERMANENT ELEMENTS.

PARKING DATA

USE	AREA	TYPE	REQUIRED	PROVIDED
BAR/CLUB	1,203	REGULAR	13	13
MOBILE FOOD TRAILER	NA	REGULAR	3	3
		VAN HANDICAP	1	1
		REG. HANDICAP	0	0
		TOTAL	16	17

SCALE:	1" = 20'
DATE:	6/12/2019
JOB:	1386-01
DRAWN BY:	BR
CHECKED BY:	LEA

16746 Fitzhugh Rd.
 Site 103
 Dripping Springs, TX 78620
 (512) 364-0080



DOG AND BONE PUB
 310 OLD FITZHUGH ROAD
SITE PLAN



HISTORIC PRESERVATION MANUAL CERTIFICATE OF APPROPRIATENESS REVIEW

Date: **September 26, 2018**

Project: **310 Old Fitzhugh Rd, Dripping Springs, TX 78620**

Applicant: **Dog “N” Bone LLC c/o Jon Thompson (512) 568-2184**

Historic District: **Old Fitzhugh Road Historic District**

Base Zoning: **CS-HO**

Proposed Use: **Restaurant w/ Mobile Food Trailer as Commercial Kitchen**

Submittals: Current Photograph Concept Site Plan Exterior Elevations
 Color & Materials Samples **N/A- Material Palette to match existing**
 Sign Permit Application (if applicable) **N/A**
 Building Permit Application
 Alternative Design Standards (if applicable) **N/A**

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs CODE OF ORDINANCES, Title 2 BUILDING AND DEVELOPMENT REGULATIONS, Chapter 24, BUILDING REGULATIONS, Article 24.07: HISTORIC PRESERVATION, Section 24.07.014: “CRITERIA FOR ISSUANCE OF CERTIFICATE OF APPROPRIATENESS.”

Project Type & Description:

Ph. 1: “Adaptive Re-Use & Rehabilitation” Proposed exterior refurbishment and rehabilitation of the “**Roberts House**” (ca. 1923) a **Contributing Resource & Medium Preservation Priority** in the **Old Fitzhugh Rd. Historic District**, with associated & supporting site improvements.

Review Summary, General Findings: “Approval in Concept Recommended”

General Compliance Determination- Compliant Non-Compliant Incomplete

City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620
512-858-4725

Staff Recommendations / Conditions of Approval:

1. **Permits:** Obtain necessary Permits from the City of Dripping Springs, including a Site Development Permit and C.U.P for proposed Mobile Food Vendor use.
2. **Scoping:** COA covers the proposed Phase I only. Future Phases require separate COA's.
3. **Approval in Concept:** Specifications, Color & Materials for Building Exterior Refurbishment Elements (Native Stone Masonry, Windows, Doors, Trim, etc.) and selection of all Pedestrian Amenity Elements (picnic tables, seating, Outdoor Stage, shall be reviewed & approved by City Staff prior to issuance of Building Permits.

CERTIFICATE OF APPROPRIATENESS- Staff Review Summary:

Historic Resource Background /Survey Information:

#310 Old Fitzhugh Rd.: “Roberts House” / “Old Dripping Springs Telephone Building” (c.a. 1923)
Roark-Foster Survey: Site #18 / HHM Survey: Site #61 / Hays County TP #17923

Historic District Contribution Status: “Contributing.”

Historic Resource “Priority Rating:” “Medium.”

“310 Old Fitzhugh Road Street- Dog ’N’ Bone Pub:” The proposed development concept is to create a restaurant operation on the site focused on the preservation, refurbishment, rehabilitation and adaptive re-use of the historic structure as a feature piece of the development. The development is proposed to occur in three (3) phases. **The scope of this COA Application and review covers Phase I only:**

Phase I- Exterior Building Renovations: Refurbishment of exterior walls (structure, sheathing, weatherproofing etc.) and subsequent rehabilitation of exterior materials, (see plans). Native Stone Masonry matching existing materials as closely as possible will be used where it is missing (i.e. @ existing South Elevation). Non-historic existing windows and doors are to be removed and replaced with new elements of an approved type. The structure’s existing Metal roofs are proposed to be refurbished and remain in-place without material alteration. No changes in building footprint, massing, porch configurations (front, rear) are proposed. Non-historic pipe porch columns are to be replaced with rough-sawn cedar posts.

Phase I- Site Improvements Renovations: Site Pad for one (1) only Mobile Food Trailer (sited to the rear of the site) to serve as the remote Kitchen. Parking and Sidewalks are to be improved. An Open Stage with Roof Cover, Trash Receptacle Screen are also included. Clusters of Picnic Tables and Yard Games are proposed under the existing mature trees at the center of the site, creating a Outdoor Seating and Dining Area, and providing gathering place for the neighborhood and the OFR Historic District.

Phase II envisions the complete interior renovation of the historic house to accommodate interior seating and the Bar portion of the Restaurant. **Phase III** contemplates a commercial building @ rear of the site, to house the Commercial Kitchen plus other unspecified uses. No design concepts have been proposed at this time. These future Phases will require separate Application, review and HPC consideration of COA's.

City of Dripping Springs
P. O. Box 384
Dripping Springs, Texas 78620
512-858-4725

The development concept proposes the preservation, rehabilitation and adaptive re-use of the property's historic structure, making it a central feature, focus of the plan & key business proposition. The "Minimal Alteration / Match Existing to Remain" approach is an appropriate, efficient and cost effective strategy for the adaptive re-use of this historic resource, given the challenges of its existing physical condition. While the submittal is lacking in elaboration of detail, and is missing descriptive information on some minor design elements, Staff feels the virtues of this development approach merits consideration by the Historic Preservation Commission for the possible approval of a Certificate of Appropriateness.

Approval in Concept is recommended, with Conditions of Approval as outlined above.

"Old Fitzhugh Road Design and Development Standards"

The proposed project is found to be consistent with applicable Standards (review comments below). "Approval with Conditions" (as stated above) is recommended.

Character/Vision: Consistent: "Eclectic Revitalization- new/old; Adaptive Re-Use; Historic Preservation"

Design Principles: Consistent: "Protect Historic Farmstead Scale & Character." "Promote Rustic Look/Feel of OFR (frontage), with Gathering Spaces / Patios / Decks / Courtyards / Gardens @ Rear of Properties."

Preferred Uses: Consistent: Restaurant / Uses preferred / allowed by CS/HO Zoning. CUP required for Mobile Food vendor use.

Site Planning & Building Placement: N/A: Existing Building- no change in Building Placement.

Parking Arrangement: Consistent: "Onsite Lots @ Rear; (limited) Off-street Parking @ Fronts."

Building Footprint / Massing / Scale: N/A: Existing Building- no change in Building Footprint/Massing.

Street Frontage / Articulation: N/A: Existing Building- no change in Street Frontage.

Porches: N/A: Existing Porches- no change in Porch configuration(s).

Roofs: N/A: Existing Roofs to remain- no change.

Materials: Consistent: "Maintain Historic (look) Native Stone or Wood on all Walls- 75% of the net (Elevation) sf's. Wood Porch Structures & Trim. OK subject to confirmation of Materials Palette & Elevations Call-Outs.

Color Palette: Consistent: "Full range of hues allowed. Color Palettes to be approved." Front Door Window & Door Trim color of any hue is allowed.

City of Dripping Springs
P. O. Box 384
Dripping Springs, Texas 78620
512-858-4725

Tree Preservation: Consistent: All existing trees on site are being preserved.

Landscape Features: N/A- No affect to existing Landscape Features.

CRITERIA FOR CERTIFICATE OF APPROPRIATENESS
(SECTION 24.07.014)

- (a) **STANDARDS & DESIGN GUIDELINES OBSERVED:**
Project is guided by applicable Historic Preservation Standards and Design Guidelines.
See detailed summary above. Compliant Non-Compliant Not Applicable
- (b) **MINIMAL ALTERATION:**
Reasonable efforts made to adapt property requiring minimal alteration of building, structure, object site & environment.
 Compliant Non-Compliant Not Applicable
- (c) **ORIGINAL QUALITIES PRESERVED:**
Distinguishing original qualities or characteristics not destroyed. Removal or alteration of historic material or distinguishing architectural features avoided.
 Compliant Non-Compliant Not Applicable
- (d) **PERIOD APPROPRIATENESS:**
Buildings, structures, objects, sites recognized as products of their own time. Alterations without historic basis or creating an earlier appearance discouraged.
 Compliant Non-Compliant Not Applicable
- (e) **CUMULATIVE & ACQUIRED SIGNIFICANCE:**
Cumulative changes with acquired and contributing significance are recognized and respected.
 Compliant Non-Compliant Not Applicable
- (f) **DISTINCTIVE STYLISTIC FEATURES & CRAFTSMANSHIP:**
Distinctive stylistic and characteristic features and examples of skilled craftsmanship are retained where possible.
 Compliant Non-Compliant Not Applicable

- (g) **DETERIORATED ARCHITECTURAL FEATURES:**
Deteriorated architectural features repaired rather than replaced. Necessary replacements reflect replaced materials. Repair or replacement based on historical evidence not conjecture or material availability.
 Compliant Non-Compliant Not Applicable
- (h) **NON-DAMAGING SURFACE CLEANING METHODS:**
Surface Cleaning Methods prescribed are as gentle as possible. No sandblasting or other damaging cleaning methods.
 Compliant Non-Compliant Not Applicable
- (i) **ARCHEOLOGICAL RESOURCES PRESERVED:**
Reasonable efforts made to protect and preserve archeological resources affected by, or adjacent to project.
 Compliant Non-Compliant Not Applicable
- (j) **CONTEMPORARY DESIGN- CONTEXT SENSITIVE & COMPATIBLE:**
Contemporary alterations & additions do not destroy significant historical, architectural, or cultural material and are compatible with the size, scale, color, material and character of the property, neighborhood or environment.
 Compliant Non-Compliant Not Applicable
- (k) **RETROVERSION- ESSENTIAL FORM & INTEGRITY UNIMPAIRED:**
Future removal of new additions & alterations will leave the essential form & integrity of building, structure, object or site unimpaired.
 Compliant Non-Compliant Not Applicable
- (l) **PAINT COLORS- HISTORICAL BASIS:**
Paint colors based on duplications or sustained by historical, physical or pictorial evidence, not conjecture.
 Compliant Non-Compliant Not Applicable
- (m) **HISTORIC DISTRICT CONTEXT- OVERALL COMPATIBILITY:**
Construction plans are compatible with surrounding buildings and environment vis. height, gross volume and proportion.
 Compliant Non-Compliant Not Applicable

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS (SECTION 24.07.015)

City of Dripping Springs
P. O. Box 384
Dripping Springs, Texas 78620
512-858-4725

(g) **EXPEDITED PROCESS FOR SMALL PROJECTS: ELIGIBILITY = “Not Eligible”**
Expedited process for small projects (cumulative costs < \$10,000); must be “No” to all:

- Building Footprint Expansion/Reduction?** Yes No
- Façade Alterations facing Public Street or ROW?** Yes No
- Color Scheme Modifications?** Yes No
- Substantive/Harmful Revisions to Historic District?** Yes No

* * *

Please contact (512) 659-5062 if you have any questions regarding this review.



By: **Keenan E. Smith, AIA**







Item # 8.





Item # 8.











Item # 8.



Item # 8.





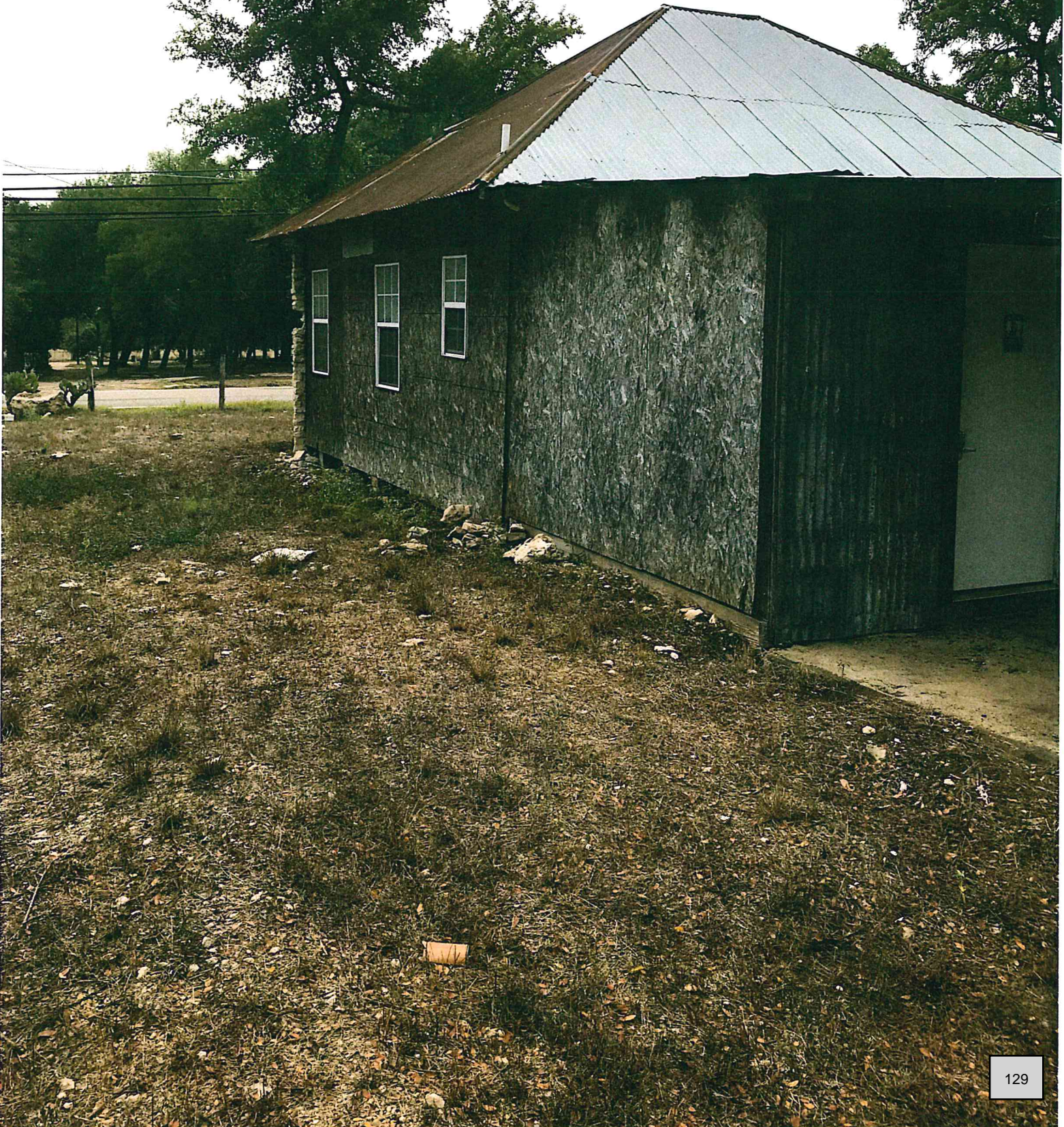


















City of Dripping Springs | Conditional Use Permit

Granted to Dog N Bone, LLC, a mobile food vehicle to be utilized as a commercial kitchen on a property that is currently zoned Commercial Services (CS) located at:

310 Old Fitzhugh Rd., Dripping Springs, Texas, 78620

Approved by the City of Dripping Springs on November 13, 2018

Operation of mobile food vehicle, to be utilized as the property's commercial kitchen, at the above-mentioned location is allowed pursuant to the following regulations:

1. The mobile food truck be considered part of the main structure in regard to determining allowable signage for the property.
2. The structure and truck adhere to the City's adopted sign code at the time of permitting.
3. The CUP only be approved/valid for the current owner based on the proposed site plan.
4. The mobile food truck dispose of the associated waste from the kitchen via pump and haul or other method and not be connected to the City's sewer system
5. Only one (1) auto renewal be allowed, and that any additional renewals of the CUP be approved by the City Council.
6. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised by the City Administrator based on either:
 - a. A history of poor code compliance;
 - b. A revision to the Comprehensive Plan that renders the CUP incompatible.
7. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-_____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE USE OF MOBILE FOOD VENDOR - LONGER THAN 10 DAYS WITHIN THE GENERAL RETAIL (GR) ZONING DISTRICT FOR A PROPERTY LOCATED AT 310 OLD FITZHUGH ROAD UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT "A"; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable, sound, and efficient land use and development within the City of Dripping Springs ("City"); and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to regulate zoning within the City; and

WHEREAS, the City of Dripping Springs desires to approve a conditional use permit because of the unique nature of this property, and the land use is compatible with the permitted land uses in a given zoning district only under current conditions; and

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The Conditional Use Permit is approved as presented in Exhibit "A" to this ordinance.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision

of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. EFFECTIVE DATE

This Ordinance and Conditional Use Permit shall be effective immediately upon passage and publication.

6. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 8th day of June 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Exhibit "A"



City of Dripping Springs | Conditional Use Permit

Granted to allow the land use of "Mobile food vendor - longer than 10 days" on a property that is currently zoned General Retail (GR) District located at:

310 Old Fitzhugh Road, Dripping Springs, Texas 78620

Approved by the City of Dripping Springs City Council on _____

The use of an Accessory dwelling at the above-mentioned location is allowed pursuant to the following regulations:

1. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
2. Hours of operation are limited to the closing time of 10:00 p.m. Sunday through Thursday, and 11:00 p.m. Friday and Saturday.
3. The property adheres to all Fire and Life Safety Codes found in the International Fire Code
4. Should the City find the mobile food truck to create health and safety issues due to any reasons, the City Administrator may request that the Applicant remove any vehicle from the site. The Applicant shall comply with the City Administrator's request.
5. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised by the City Administrator based on either:
 - (1) A history of poor code compliance.
 - (2) A revision to the Comprehensive Plan that renders the CUP incompatible.
6. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.
7. Conditional Use Permit is effective on _____.



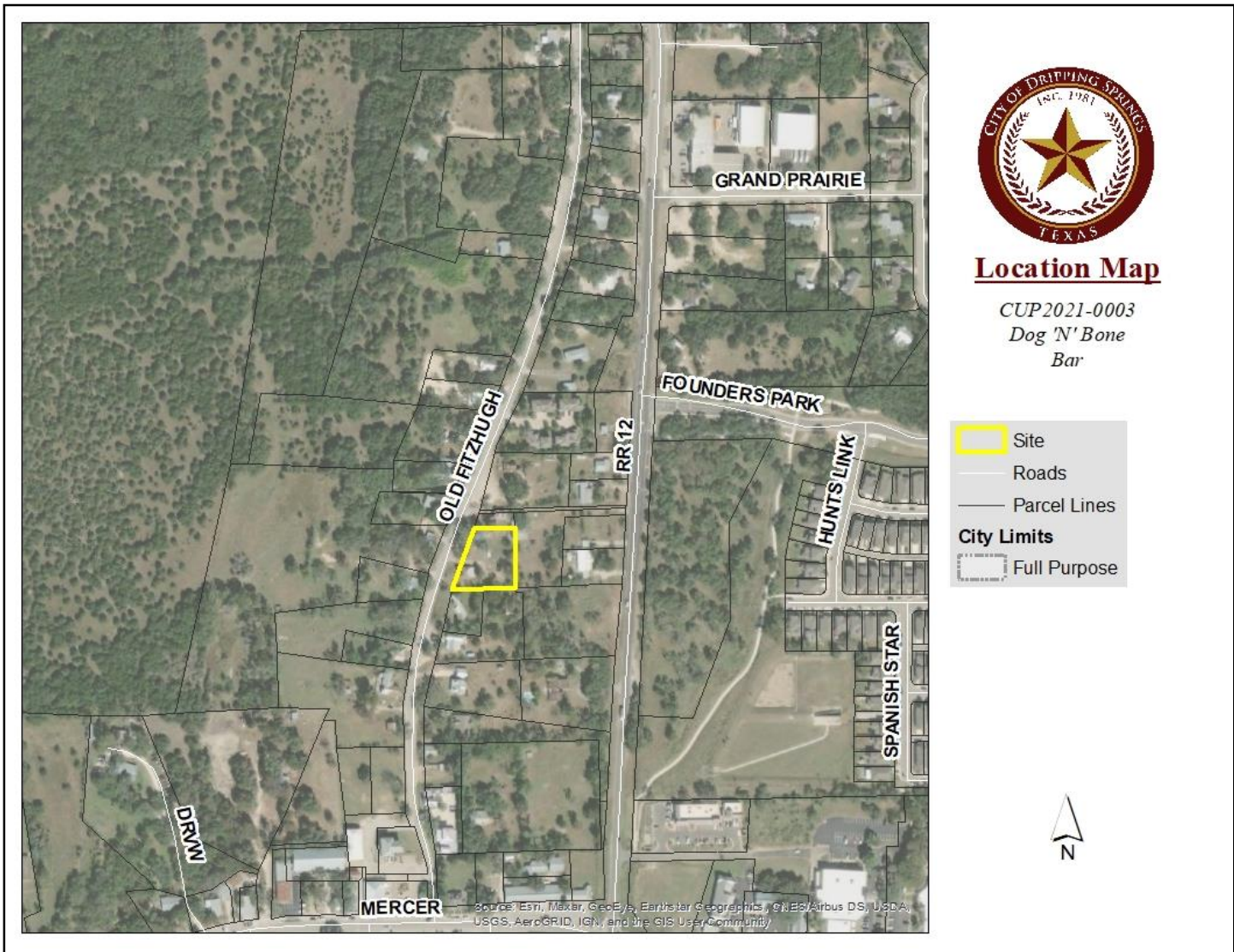
City Council Planning Department Staff Report

Item # 9.

City Council Meeting: June 08, 2021
Project Number: CUP2021-0003
Project Planner: Amanda Padilla, Senior Planner

Item Details

Project Name: Dog 'N' Bone Bar
Property Location: 310 Old Fitzhugh Road, Dripping Springs, Texas 78620
Legal Description: ABS 415 PHILIP A SMITH SURVEY 0.63 AC GEO#90401232
Applicant: Mike Pelland
Property Owner: Dog 'N' Bone LLC
Request: Conditional Use Permit to allow the use "Bar"

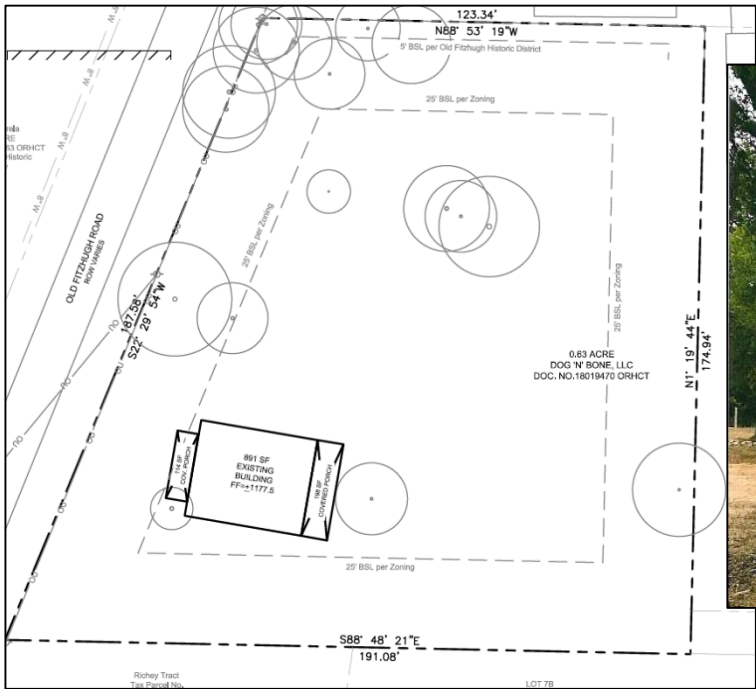


Overview

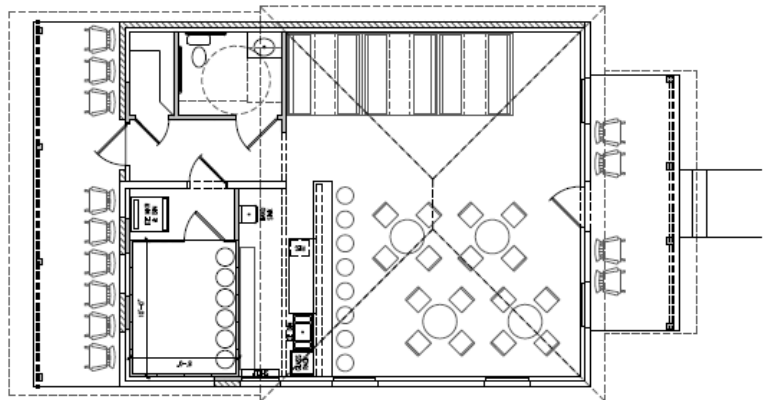
The applicant is requesting a Conditional Use Permit to allow the use of a “Bar” at the property located at 310 Old Fitzhugh Road. The property is zoned General Retail (GR) and is within the Old Fitzhugh Road Historic District. Bars are permitted within this zoning district by Conditional Use Permit.

Below is the definition of a Bar per the Zoning regulations:

Use of a site for retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses, that derive 75 percent or more of the establishment's gross revenue from the on-premises sale of alcoholic beverages.



The applicant will place the Bar within the historic structure (891 square feet) located on the property. The structure is located twenty-five (25) feet from the front and southern side property line. The Structure is a “contributing resource and medium priority” in the Old Fitzhugh Road Historic District. The overall vision for the Old Fitzhugh Road Historic District is an emerging, eclectic mixed-use historic district. The adopted vision for Old Fitzhugh Road Historic District calls for an eclectic revitalization that encourages a wide range of new uses and compatible businesses, in a harmonious mixture of new and old buildings, through appropriate rehabilitation and well- scaled, context sensitive new infill development.



Dog ‘N’ bone is advertised as a Gastropub with the option of food and drinks. The Mobile food vendor (CUP being reviewed) is intended to serve fish and chips and other gastropub items. The main structure on the property will be reserved for the bar, seating, and dining.

The property had an approved Conditional Use Permit for the use of a mobile food vendor but has expired. Per Chapter 30 Exhibit A Section 3.17.9 Expirations, extension, and termination (c) CUPs for new uses/structures shall be deemed to have expired and shall become null and void if construction is not completed and occupation commenced within two years of the date the CUP was approved. The Mobile Food Vendor use was approved on November 13, 2018 by City Council and has yet to be occupied and has expired. The use of a “bar” is a new request and is being evaluated for the first time.

The applicant had also received a Certificate of Appropriateness (COA) on October 3, 2018 and renewed the COA at the April 1st, 2021 Historic Preservation Commission Meeting.

The applicant had intended to build a brick-and-mortar kitchen that would replace the Mobile Food Vendor, but the applicant has no set date on the construction of the kitchen.

Should the Commission and City Council approve the Conditional Use Permit for a bar at this location, then the applicant will move forward with building permitting and inspections for the addition. They will also be required to meet all state and local laws regarding alcohol sales and consumption, including all required permitting.

Site Information

Location:

The Subject property is located at 310 Old Fitzhugh Road. The property has a proposed CUP for a Mobile Food Vendor as well. The Bar will be located within the structure on the property.

Physical and Natural Features:

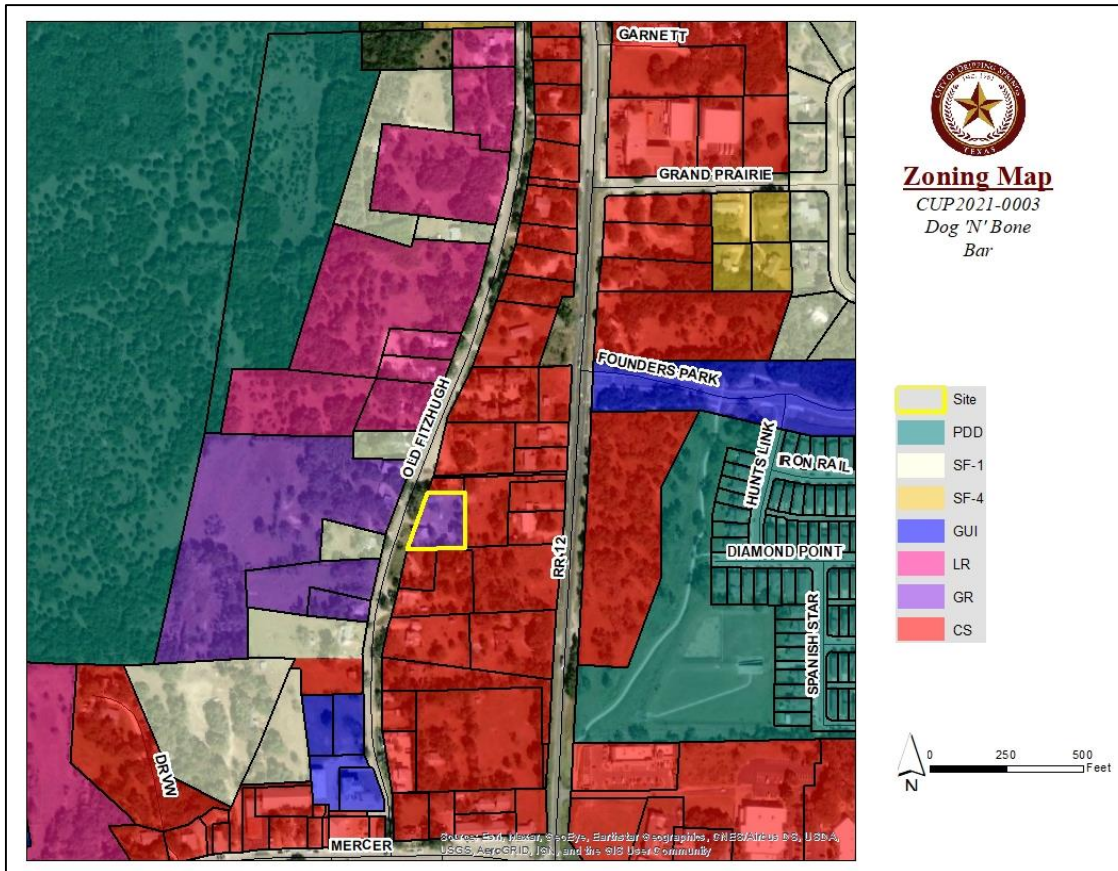
The site has ample open space and tree coverage.

Future Land Use and Zoning Designation:

The Subject property zoned General Retail (GR) and is within the Old Fitzhugh Road Historic District. It is not identified on the city’s future land use plan.

Surrounding Properties

The majority of properties in this area are zoned Commercial Services (CS), but the property to the west is zoned Single-Family and General Retail, while still being within the Old Fitzhugh Road Historic District Overlay. The properties immediately adjacent within the area are unoccupied or being utilized as a single-family home.



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services (CS)	Verizon Communications	Not Applicable
East	Commercial Services (CS)	Retail/ Tasting Room	
South	Commercial Services (CS)	Residential	
West	General Retail (GR) / Single-family residential district—Low density (SF-1)	Residential	

Approval Criteria for Conditional Use Permit Review (3.17.6-Zoning Ordinance)

Approval Criteria	Staff Comments
1. The proposed use at the specified location is consistent with the policies embodied in the Comprehensive Plan;	The Comprehensive plan is supportive of commercial development. There are two goals that the comprehensive plans discuss that fit with this request 1. Support expansion of business and professional services and 2. Support Tourism.
2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;	The subject property is zoned General Retail (GR). A bar is permitted with an approved conditional use permit. As well as the Historic Overlay outlines the need for a mix of commercial and residential development.
3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;	The applicant has a site plan application in with the city and will comply with all city ordinances and regulations. The Applicant received an approved certificate of

	appropriateness from the Historic Preservation Commission.
4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following:	
a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;	The proposed site plan shows a driveway to the south of the structure located on Old Fitzhugh Road. (See attachments)
b. Off-street parking areas, loading areas, and pavement type;	The applicant will need to provide the appropriate number of spaces on their site plan. Parking requirements for a Bar use follow the following requirements: Restaurant, private club, nightclub, cafe or similar recreation or amusement establishment: One parking space for each 100 square feet of seating/waiting area, or one space for every three seats under maximum seating arrangement (i.e., occupancy), whichever is greater; required parking spaces are in addition to any stacking spaces that may be required for drive-through facilities.
c. Refuse and service areas;	The City's solid waste service will need to be alerted.
d. Utilities with reference to location, availability, and compatibility;	Utilities are as follows: Water: Dripping Springs Water Supply Corporation Wastewater: City of Dripping Springs Electric: Pedernales Electric Cooperative, Inc.
e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;	No screening is being provided.
f. Control of signs, if any;	N/A
g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;	Lighting will need to comply with the City's current lighting ordinance.
h. Required yards and open space;	The applicant will comply with the applicable yard setbacks.
i. Height and bulk of structures;	The structure meets code.
j. Hours of operation;	The applicant has not determined the hours of operation. Staff is asking for a condition to be placed on the

	property that limits the hours of operation to the closing time of 10:00 p.m. Sunday through Thursday, and 11:00 p.m. Friday and Saturday.
k. Exterior construction material, building design, and building facade treatment;	The applicant received a COA for the rehabilitation of the building and various site improvements. (See attachments)
l. Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and	N/A
m. Provision for pedestrian access/amenities/areas;	N/A
5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity; and,	The use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.
6. Noise;	Applicant is requesting to have acoustic music, Staff will be placing conditions on the allowable decibel levels and time of music.
7. Odors; and	N/A
8. Dust.	N/A

Staff Recommendation

Based on the proposed use, adjacent land uses, and the ability to increase visitors to the Historic District, as well as the increased sales tax that would be generated through this proposed use, staff recommends approval of the requested Conditional Use Permit for the property.

Conditional Use Permit Requirements

A bar at the above-mentioned location is allowed pursuant to the following regulations:

1. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
2. Hours of operation are limited to the closing time of 10:00 p.m. Sunday through Thursday, and 11:00 p.m. Friday and Saturday.
3. Any additional external modifications to the building, not previously approved as part of the Certificate of Appropriateness, receive an updated Certificate of Appropriateness.
4. The property adheres to all Fire and Life Safety Codes found in the International Fire Code (which may include a requirement to install a Fire Suppression/Sprinkler System).
5. This Conditional Use Permit automatically renews for successive two (2) years periods unless an objection is raised based on either:
 - (1) A history of poor code compliance; or
 - (2) A revision to the Comprehensive Plan that renders the CUP incompatible
6. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.

Planning and Zoning Commission Recommendation

A motion was made by Vice Chair Martin to approve CUP2021-0003: an application for a Conditional Use Permit to consider a Conditional Use Permit to allow the use “Bar” to be located at 310 Old Fitzhugh Rd, Dripping Springs, Texas with the following conditions:

1. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
2. Hours of operation are limited to the closing time of 10:00 p.m. Sunday through Thursday, and 11:00 p.m. Friday and Saturday.
3. Any additional external modifications to the building, not previously approved as part of the Certificate of Appropriateness, receive an updated Certificate of Appropriateness.
4. The property adheres to all Fire and Life Safety Codes found in the International Fire Code (which may include a requirement to install a Fire Suppression/Sprinkler System).
5. This Conditional Use Permit automatically renews for successive two (2) years periods unless an objection is raised based on either:
 - a. A history of poor code compliance; or
 - b. A revision to the Comprehensive Plan that renders the CUP incompatible
6. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.

Commissioner McIntosh seconded the motion which carried unanimously, 6 to 0.

Public Notification

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

Meetings Schedule

- May 25, 2021 – Planning and Zoning Commission
- June 8, 2021 - City Council Meeting

Attachments

- Attachment 1 – Conditional Use Permit Application
- Attachment 2 – Site Plan
- Attachment 3 – COA Staff Report
- Attachment 4 – Site Photos

Recommended Action:	Approval of the requested Conditional Use Permit, with any conditions deemed necessary by the Commission.
Alternatives/Options:	Disapproval of the Conditional Use Permit.
Budget/Financial Impact:	None calculated at this time, but the City would receive additional sales tax revenue.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

CONDITIONAL USE PERMIT APPLICATION

Case Number (staff use only): _____ - _____

NEW APPLICATION EXTENSION OF A PREVIOUSLY APPROVED CUP

CONTACT INFORMATION

PROPERTY OWNER NAME Dog 'n' Bone LLC
 STREET ADDRESS 310 Old Fitzhugh Rd.
 CITY Dripping Springs STATE TX ZIP CODE 78620
 PHONE 512-894-2430 EMAIL dognbonecompliance@gmail.com

APPLICANT NAME Dog 'n' Bone LLC
 COMPANY Dog 'n' Bone LLC
 STREET ADDRESS 310 Old Fitzhugh Rd.
 CITY Dripping Springs STATE TX ZIP CODE 78620
 PHONE 512-894-2430 EMAIL dognbonecompliance@gmail.com

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Dog 'n' Bone LLC
PROPERTY ADDRESS	310 Old Fitzhugh Rd.
CURRENT LEGAL DESCRIPTION	Bar
TAX ID#	32066083505
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	Commercial
PROPOSED USE	Bar
REASON FOR REQUEST (Attach extra sheet if necessary)	Required by city

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

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

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

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

APPLICANT'S SIGNATURE

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

(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Mike Pelland
Name

Managing member
Title

STATE OF TEXAS

§

COUNTY OF HAYS

§

§



This instrument was acknowledged before me on the 16th day of April

2021 by Kelly Allison

Kelly O'Neill Allison
Notary Public, State of Texas

My Commission Expires: 03-18-2024

Dog N Bone LLC
Name of Applicant

CONDITIONAL USE PERMIT SUBMITTAL

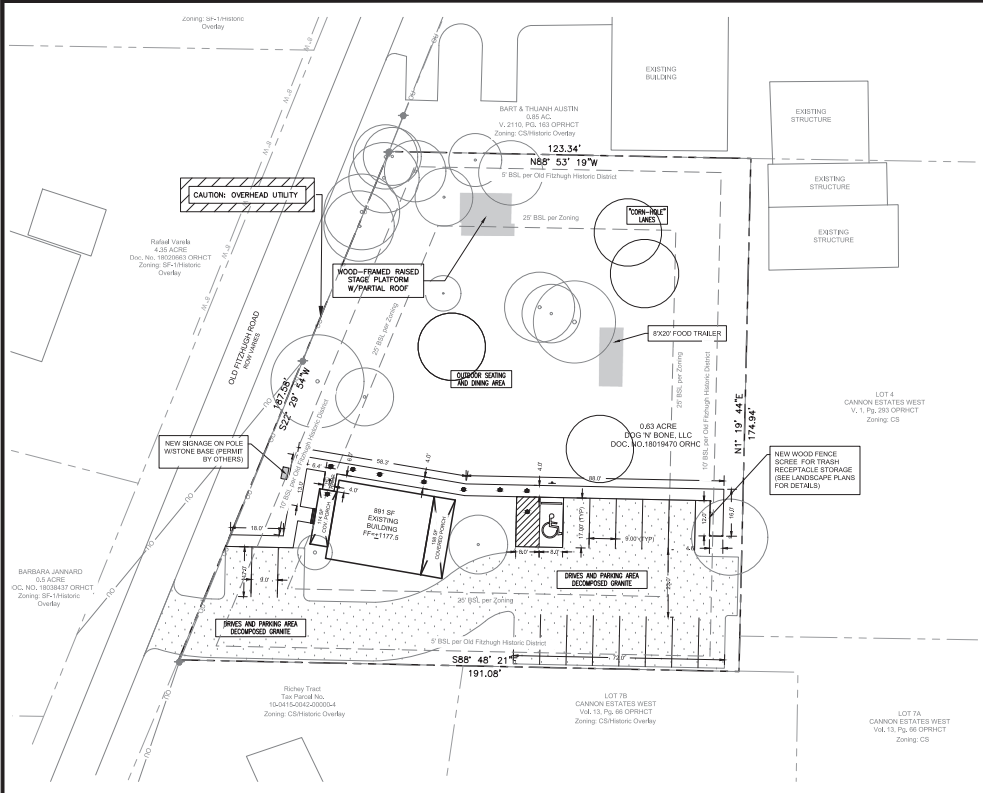
All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above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


 Applicant Signature

4/18/2021
 Date

CHECKLIST

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



LEGEND

--- 8" DSWG WATER LINE PER RECORD INFORMATION

--- EXISTING TREE W/TAG

--- PROPERTY LINE PER RECORD INFORMATION

--- OVERHEAD UTILITY

--- UTILITY POLE

ORIENT

ORIENT

OFFICIAL RECORDS HAYS COUNTY TEXAS

OFFICIAL PLAT RECORDS HAYS COUNTY TEXAS

PROPOSED DECOMPOSED GRANITE

PROPOSED CONCRETE PAVEMENT

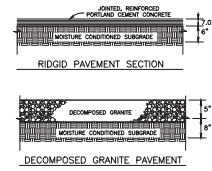
HC ACCESSIBLE ROUTE

TREE LIST

TAG	SIZE	TYPE
1	11	Live Oak
2	11	Live Oak
3	10	Live Oak
4	11	Live Oak
5	11	Live Oak
6	9	Live Oak
7	14	Live Oak
8	14	Live Oak
9	13	Live Oak
10	8	Loblolly Pine
11	13	Live Oak
12	11	Live Oak
13	16	Live Oak
14	17	Live Oak
15	10	Live Oak
16	11	Live Oak
17	7	Live Oak
18	13	Live Oak

NOTES:

- BOUNDARY BY DEED INFORMATION, NO SURVEY DATA PROVIDED
- ADJACENT PROPERTY INFORMATION PER HAYS COUNTY CENTRAL APPRAISAL DISTRICT INFORMATION AND HAYS COUNTY PLAT RECORDS.
- SITE TOPOGRAPHIC AND TREE DATA PROVIDED BY OWNER.
- ALL UTILITY INFORMATION (ABOVE AND BELOW GROUND) PER CLIENT PROVIDED DATA OR UTILITY RECORD INFORMATION. CONTRACTOR SHALL VERIFY PRIOR TO SITE CONSTRUCTION WORK.
- ALL EXCAVATION AND PLACEMENT OF FILL SHALL BE IN ACCORDANCE WITH GEOTECHNICAL REPORT. ANY DISCREPANCIES BETWEEN THESE PLANS AND GEOTECHNICAL REPORT SHALL DEFER TO THE INFORMATION IN THE GEOTECHNICAL REPORT.
- PER OWNER, SITE IS CURRENTLY CONNECTED TO CITY OF DRIPPING SPRINGS WASTEWATER SYSTEM. NO MODIFICATIONS TO THE EXISTING CONNECTION ARE PROPOSED PER THESE PLANS.
- PER OWNER, SITE IS CURRENTLY CONNECTED TO DRIPPING SPRINGS WATER SUPPLY CORPORATION WATER SYSTEM. NO MODIFICATIONS TO THE EXISTING CONNECTION ARE PROPOSED PER THESE PLANS.
- SIDEWALK CROSS SLOPES SHALL NOT EXCEED ¼ PER FOOT UNLESS OTHERWISE NOTED.
- AS-BUILT CONSTRUCTION PLANS AND AN ENGINEERING CONCURRENCE LETTER IS REQUIRED PRIOR CITY'S ISSUANCE OF CERTIFICATE OF OCCUPANCY LETTER FOR THE PROJECT.
- THE PROPOSED NEW BUILDING WILL REQUIRE BUILDING REVIEW BY ESD #6 (NORTH HAYS COUNTY FIRE AND RESCUE) PRIOR TO CONSTRUCTION.
- FIRE APPARATUS ACCESS ROADS BE CONTINUOUSLY MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "FIRE LANE - NO PARKING" SHALL APPEAR IN FOUR INCH (4) WHITE LETTERS AT TWENTY-FIVE FOOT (25) INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANE. WHERE A CURB IS AVAILABLE, THE STRIPING SHALL BE ON THE VERTICAL FACE OF THE CURB. AREAS OF ACCESS ROAD WITHOUT PAINTABLE SURFACE SHALL HAVE FIRE LANE SIGNS INSTALLED.
- NO EXTERIOR LIGHTS ARE PROPOSED FOR THE BUILDING OR IN THE PARKING AREA PER THIS PERMIT, ANY FUTURE EXTERIOR LIGHTING WILL REQUIRE APPROVAL FROM THE CITY OF DRIPPING SPRINGS.
- NO SITE SIGNAGE IS PROPOSED PER THIS PERMIT. (LOCATION SHOWN FOR INFORMATION ONLY) ANY FUTURE SIGNAGE WILL REQUIRE APPROVAL BY THE CITY OF DRIPPING SPRINGS.
- ANY ADDITIONAL JURISDICTIONAL PERMIT REQUIREMENTS SHALL BE OBTAINED BY OWNER/CONTRACTOR.



PAVING NOTES:

- PAVEMENT DETAILS PROVIDED ABOVE ARE SHOWN FOR REFERENCE ONLY. THE CONTRACTOR MUST VERIFY THE DETAILS WITH THE MOST CURRENT GEOTECHNICAL RECOMMENDATIONS PRIOR TO CONSTRUCTION.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF THREE WEEKS BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

IMPERVIOUS COVER CALCULATIONS

	ACRE	(SF)	(%)
TOTAL SITE AREA	0.630	27,443	
EXISTING IMPERVIOUS COVER	0.02	1047	3.82%
PROPOSED IMPERVIOUS COVER			
BUILDING	412	1,500	
PARKING/DRIVES/SIDEWALKS	4,465	16,344	
TOTAL PROPOSED	4,897	17,854	
TOTAL SITE	5,944	21,666	

**BUILDING SETBACKS:
GR ZONING DISTRICT**

	(ft)
FRONT	25
SIDE	25
REAR	25

NOTES:

- EXISTING SITE DEVELOPMENT PERMIT APPROVED FOR 8,679 SF (31.58%) IMPERVIOUS COVER WITH NO WATER QUALITY REQUIREMENTS.
- REDUCTION OF 2,735 SF OF IMPERVIOUS COVER, NO WATER QUALITY PROPOSED.
- SITE CONCEPT PLAN PREVIOUSLY SUBMITTED TO THE CITY INDICATED OUTDOOR SEATING. OUTDOOR SEATING HAS BEEN REMOVED FROM THIS APPLICATION AS THIS PLAN PROPOSES NO SEATING AS PERMANENT ELEMENTS.

PARKING DATA

USE	AREA	TYPE	REQUIRED	PROVIDED
BAR/CLUB	1,203	REGULAR	13	13
MOBILE FOOD TRAILER	NA	REGULAR	3	3
		VAN HANDICAP	1	1
		REG. HANDICAP	0	0
		TOTAL*	16	17

#	REVISION	DATE

SCALE: 1" = 20'

DATE: 6/12/2019

JOB: 1388-01

DRAWN BY: BR

CHECKED BY: LEA

16746 Fritchugh Rd.
Site 103
Dripping Springs, TX 78620
(512) 364-0080

AG ALDERSON GROUP, INC.

TXAS REALTOR BOARD
MEMBER SINCE 2015

DOG AND BONE PUB
310 OLD FITZTUGH ROAD
SITE PLAN



**HISTORIC PRESERVATION MANUAL
CERTIFICATE OF APPROPRIATENESS REVIEW**

Date: **September 26, 2018**
Project: **310 Old Fitzhugh Rd, Dripping Springs, TX 78620**
Applicant: **Dog “N” Bone LLC c/o Jon Thompson (512) 568-2184**
Historic District: **Old Fitzhugh Road Historic District**
Base Zoning: **CS-HO**
Proposed Use: **Restaurant w/ Mobile Food Trailer as Commercial Kitchen**

- Submittals: Current Photograph Concept Site Plan Exterior Elevations
 Color & Materials Samples *N/A- Material Palette to match existing*
 Sign Permit Application (if applicable) *N/A*
 Building Permit Application
 Alternative Design Standards (if applicable) *N/A*

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs CODE OF ORDINANCES, Title 2 BUILDING AND DEVELOPMENT REGULATIONS, Chapter 24, BUILDING REGULATIONS, Article 24.07: HISTORIC PRESERVATION, Section 24.07.014: “CRITERIA FOR ISSUANCE OF CERTIFICATE OF APPROPRIATENESS.”

Project Type & Description:

Ph. 1: “Adaptive Re-Use & Rehabilitation” Proposed exterior refurbishment and rehabilitation of the “**Roberts House**” (ca. 1923) a **Contributing Resource & Medium Preservation Priority** in the **Old Fitzhugh Rd. Historic District**, with associated & supporting site improvements.

Review Summary, General Findings: “Approval in Concept Recommended”

General Compliance Determination- **Compliant** Non-Compliant Incomplete

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Staff Recommendations / Conditions of Approval:

1. **Permits:** Obtain necessary Permits from the City of Dripping Springs, including a Site Development Permit and C.U.P for proposed Mobile Food Vendor use.
2. **Scoping:** COA covers the proposed Phase I only. Future Phases require separate COA's.
3. **Approval in Concept:** Specifications, Color & Materials for Building Exterior Refurbishment Elements (Native Stone Masonry, Windows, Doors, Trim, etc.) and selection of all Pedestrian Amenity Elements (picnic tables, seating, Outdoor Stage, shall be reviewed & approved by City Staff prior to issuance of Building Permits.

CERTIFICATE OF APPROPRIATENESS- Staff Review Summary:

Historic Resource Background /Survey Information:

#310 Old Fitzhugh Rd.: “Roberts House” / “Old Dripping Springs Telephone Building” (c.a. 1923)
Roark-Foster Survey: Site #18 / HHM Survey: Site #61 / Hays County TP #17923

Historic District Contribution Status: “Contributing.”

Historic Resource “Priority Rating:” “Medium.”

“310 Old Fitzhugh Road Street- Dog ’N’ Bone Pub:” The proposed development concept is to create a restaurant operation on the site focused on the preservation, refurbishment, rehabilitation and adaptive re-use of the historic structure as a feature piece of the development. The development is proposed to occur in three (3) phases. **The scope of this COA Application and review covers Phase I only:**

Phase I- Exterior Building Renovations: Refurbishment of exterior walls (structure, sheathing, weatherproofing etc.) and subsequent rehabilitation of exterior materials, (see plans). Native Stone Masonry matching existing materials as closely as possible will be used where it is missing (i.e. @ existing South Elevation). Non-historic existing windows and doors are to be removed and replaced with new elements of an approved type. The structure’s existing Metal roofs are proposed to be refurbished and remain in-place without material alteration. No changes in building footprint, massing, porch configurations (front, rear) are proposed. Non-historic pipe porch columns are to be replaced with rough-sawn cedar posts.

Phase I- Site Improvements Renovations: Site Pad for one (1) only Mobile Food Trailer (sited to the rear of the site) to serve as the remote Kitchen. Parking and Sidewalks are to be improved. An Open Stage with Roof Cover, Trash Receptacle Screen are also included. Clusters of Picnic Tables and Yard Games are proposed under the existing mature trees at the center of the site, creating a Outdoor Seating and Dining Area, and providing gathering place for the neighborhood and the OFR Historic District.

Phase II envisions the complete interior renovation of the historic house to accommodate interior seating and the Bar portion of the Restaurant. **Phase III** contemplates a commercial building @ rear of the site, to house the Commercial Kitchen plus other unspecified uses. No design concepts have been proposed at this time. These future Phases will require separate Application, review and HPC consideration of COA's.

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The development concept proposes the preservation, rehabilitation and adaptive re-use of the property's historic structure, making it a central feature, focus of the plan & key business proposition. The "Minimal Alteration / Match Existing to Remain" approach is an appropriate, efficient and cost effective strategy for the adaptive re-use of this historic resource, given the challenges of its existing physical condition. While the submittal is lacking in elaboration of detail, and is missing descriptive information on some minor design elements, Staff feels the virtues of this development approach merits consideration by the Historic Preservation Commission for the possible approval of a Certificate of Appropriateness.

Approval in Concept is recommended, with Conditions of Approval as outlined above.

"Old Fitzhugh Road Design and Development Standards"

The proposed project is found to be consistent with applicable Standards (review comments below). "Approval with Conditions" (as stated above) is recommended.

Character/Vision: Consistent: "Eclectic Revitalization- new/old; Adaptive Re-Use; Historic Preservation"

Design Principles: Consistent: "Protect Historic Farmstead Scale & Character." "Promote Rustic Look/Feel of OFR (frontage), with Gathering Spaces / Patios / Decks / Courtyards / Gardens @ Rear of Properties."

Preferred Uses: Consistent: Restaurant / Uses preferred / allowed by CS/HO Zoning. CUP required for Mobile Food vendor use.

Site Planning & Building Placement: N/A: Existing Building- no change in Building Placement.

Parking Arrangement: Consistent: "Onsite Lots @ Rear; (limited) Off-street Parking @ Fronts."

Building Footprint / Massing / Scale: N/A: Existing Building- no change in Building Footprint/Massing.

Street Frontage / Articulation: N/A: Existing Building- no change in Street Frontage.

Porches: N/A: Existing Porches- no change in Porch configuration(s).

Roofs: N/A: Existing Roofs to remain- no change.

Materials: Consistent: "Maintain Historic (look) Native Stone or Wood on all Walls- 75% of the net (Elevation) sf's. Wood Porch Structures & Trim. OK subject to confirmation of Materials Palette & Elevations Call-Outs.

Color Palette: Consistent: "Full range of hues allowed. Color Palettes to be approved." Front Door Window & Door Trim color of any hue is allowed.

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Tree Preservation: Consistent: All existing trees on site are being preserved.

Landscape Features: N/A- No affect to existing Landscape Features.

CRITERIA FOR CERTIFICATE OF APPROPRIATENESS
(SECTION 24.07.014)

- (a) **STANDARDS & DESIGN GUIDELINES OBSERVED:**
Project is guided by applicable Historic Preservation Standards and Design Guidelines.
See detailed summary above. Compliant Non-Compliant Not Applicable
- (b) **MINIMAL ALTERATION:**
Reasonable efforts made to adapt property requiring minimal alteration of building, structure, object site & environment.
 Compliant Non-Compliant Not Applicable
- (c) **ORIGINAL QUALITIES PRESERVED:**
Distinguishing original qualities or characteristics not destroyed. Removal or alteration of historic material or distinguishing architectural features avoided.
 Compliant Non-Compliant Not Applicable
- (d) **PERIOD APPROPRIATENESS:**
Buildings, structures, objects, sites recognized as products of their own time. Alterations without historic basis or creating an earlier appearance discouraged.
 Compliant Non-Compliant Not Applicable
- (e) **CUMULATIVE & ACQUIRED SIGNIFICANCE:**
Cumulative changes with acquired and contributing significance are recognized and respected.
 Compliant Non-Compliant Not Applicable
- (f) **DISTINCTIVE STYLISTIC FEATURES & CRAFTSMANSHIP:**
Distinctive stylistic and characteristic features and examples of skilled craftsmanship are retained where possible.
 Compliant Non-Compliant Not Applicable

- (g) **DETERIORATED ARCHITECTURAL FEATURES:**
Deteriorated architectural features repaired rather than replaced. Necessary replacements reflect replaced materials. Repair or replacement based on historical evidence not conjecture or material availability.
 Compliant Non-Compliant Not Applicable
- (h) **NON-DAMAGING SURFACE CLEANING METHODS:**
Surface Cleaning Methods prescribed are as gentle as possible. No sandblasting or other damaging cleaning methods.
 Compliant Non-Compliant Not Applicable
- (i) **ARCHEOLOGICAL RESOURCES PRESERVED:**
Reasonable efforts made to protect and preserve archeological resources affected by, or adjacent to project.
 Compliant Non-Compliant Not Applicable
- (j) **CONTEMPORARY DESIGN- CONTEXT SENSITIVE & COMPATIBLE:**
Contemporary alterations & additions do not destroy significant historical, architectural, or cultural material and are compatible with the size, scale, color, material and character of the property, neighborhood or environment.
 Compliant Non-Compliant Not Applicable
- (k) **RETROVERSION- ESSENTIAL FORM & INTEGRITY UNIMPAIRED:**
Future removal of new additions & alterations will leave the essential form & integrity of building, structure, object or site unimpaired.
 Compliant Non-Compliant Not Applicable
- (l) **PAINT COLORS- HISTORICAL BASIS:**
Paint colors based on duplications or sustained by historical, physical or pictorial evidence, not conjecture.
 Compliant Non-Compliant Not Applicable
- (m) **HISTORIC DISTRICT CONTEXT- OVERALL COMPATIBILITY:**
Construction plans are compatible with surrounding buildings and environment vis. height, gross volume and proportion.
 Compliant Non-Compliant Not Applicable

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS (SECTION 24.07.015)

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Dripping Springs, Texas 78620
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(g) **EXPEDITED PROCESS FOR SMALL PROJECTS: ELIGIBILITY = “Not Eligible”**
Expedited process for small projects (cumulative costs < \$10,000); must be “No” to all:

- Building Footprint Expansion/Reduction?** Yes No
- Façade Alterations facing Public Street or ROW?** Yes No
- Color Scheme Modifications?** Yes No
- Substantive/Harmful Revisions to Historic District?** Yes No

* * *

Please contact (512) 659-5062 if you have any questions regarding this review.



By: **Keenan E. Smith, AIA**







Item # 9.





































CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-_____

AN ORDINANCE APPROVING A CONDITIONAL USE -PERMIT FOR THE USE OF BAR WITHIN THE GENERAL RETAIL (GR) ZONING DISTRICT FOR A PROPERTY LOCATED AT 310 OLD FITZHUGH ROAD UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT "A"; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable, sound, and efficient land use and development within the City of Dripping Springs ("City"); and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to regulate zoning within the City; and

WHEREAS, the City of Dripping Springs desires to approve a conditional use permit because of the unique nature of this property, and the land use is compatible with the permitted land uses in a given zoning district only under current conditions; and

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The Conditional Use Permit is approved as presented in Exhibit "A" to this ordinance.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision

of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. EFFECTIVE DATE

This Ordinance and Conditional Use Permit shall be effective immediately upon passage and publication.

6. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 8th day of June 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Exhibit "A"



City of Dripping Springs | Conditional Use Permit

Granted to allow the land use of "Bar" on a property that is currently zoned General Retail (GR) District located at:

310 Old Fitzhugh Road, Dripping Springs, Texas 78620

Approved by the City of Dripping Springs City Council on _____

The use of an Accessory dwelling at the above-mentioned location is allowed pursuant to the following regulations:

1. Decibel Level shall not exceed 65 decibels. Decibel level shall be measured at the property line.
2. Hours of operation are limited to the closing time of 10:00 p.m. Sunday through Thursday, and 11:00 p.m. Friday and Saturday.
3. Any additional external modifications to the building, not previously approved as part of the Certificate of Appropriateness, receive an updated Certificate of Appropriateness.
4. The property adheres to all Fire and Life Safety Codes found in the International Fire Code (which may include a requirement to install a Fire Suppression/Sprinkler System).
5. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised based on either:
 - (1) A history of poor code compliance; or
 - (2) A revision to the Comprehensive Plan that renders the CUP incompatible
6. The City administrator may revoke a CUP for failure to comply with municipal regulations and the conditions placed on the use.
7. Conditional Use Permit is effective on _____.



City Council Planning Department Staff Report

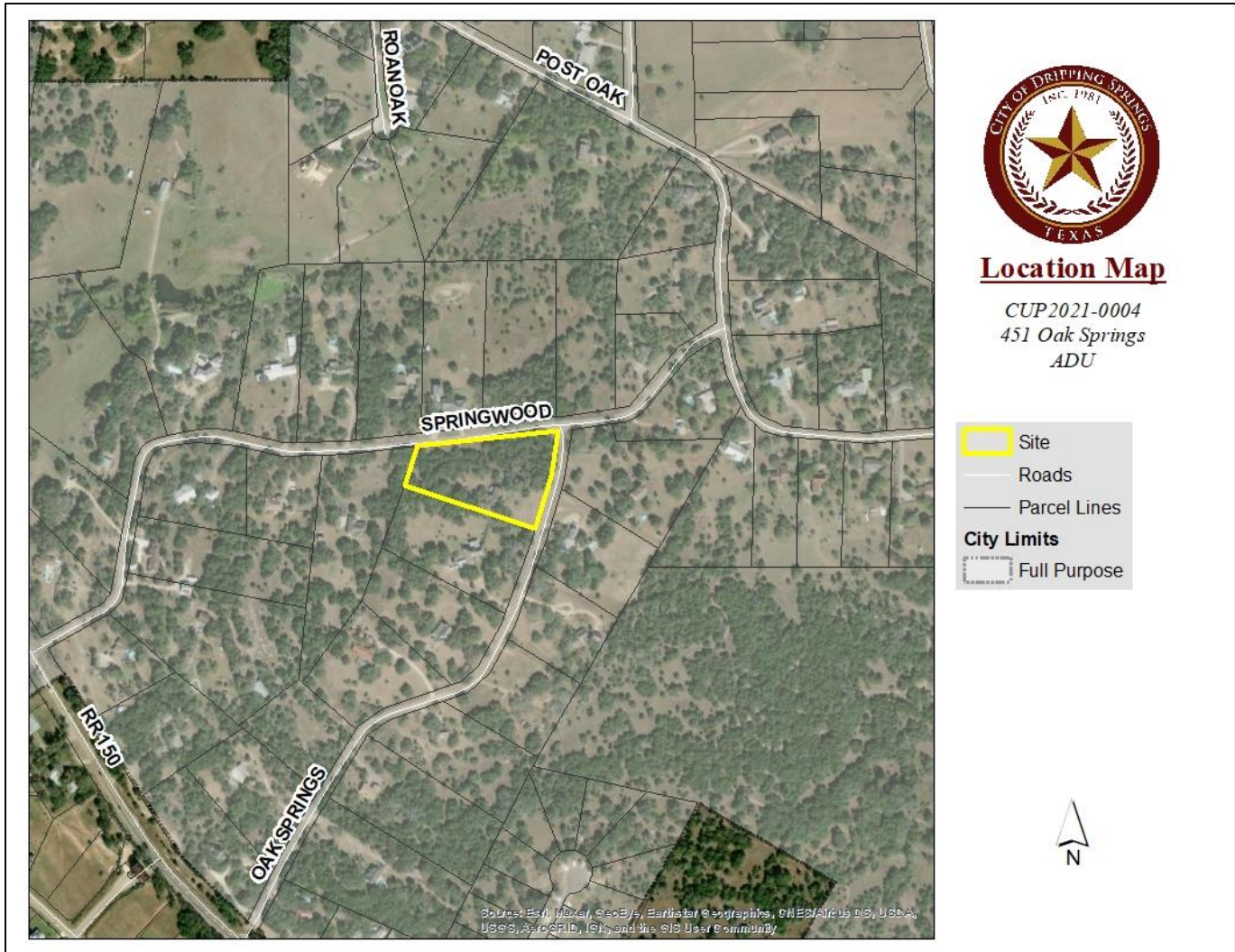
City Council Meeting: June 08, 2021
Project No: CUP2020-0004
Project Planner: Abraham Martinez, Planner

Item Details

Project Name: 451 Oak Springs Accessory Dwelling Unit
Property Location: 451 Oak Springs Drive, Dripping Springs, Texas 78620
Legal Description: SPRINGWOOD LOT 32 3.24 AC GEO#90403693
Applicant: Michael Cottone; Journey Remodeling
Property Owner: Josephine Shaw and Samuel Darren Shaw
Request: Conditional use permit for an accessory dwelling structure

Staff Recommendation

Staff recommends approval of the requested CUP with the conditions outlined in the staff report



Background

Ch. 30 Exhibit A § 1.6 of the Development Code defines the following:

- **Accessory use:** A use that is customarily incidental, appropriate and subordinate to the principal use of land or building(s) and that is located upon the same lot therewith. The land and building area that is used for the accessory use must be significantly less than that used for the primary use, and the gross receipts that are derived from the accessory use must be significantly less than those derived from the primary use.
- **Accessory building (residential):** In a residential district, a subordinate building that is attached or detached and is used for a purpose that is customarily incidental to the main structure but not involving the conduct of a business. The building area is less than that of the main structure as regulated herein. Examples may include, but are not limited to, the following: A private garage for automobile storage, tool shed, greenhouse as a hobby, home workshop, children's playhouse, storage building or garden shelter.

Overview

The applicant is requesting a Conditional Use Permit (CUP) to allow an ± 1,035-square-foot accessory dwelling measuring approximately 36’ L x 28’ 9”W with an ±120-square-foot open air porch to be located at 451 Oak Springs Drive, Dripping Springs, Texas 78620. The accessory dwelling unit (ADU) would be comprised of a two (2) bedroom, two (2) bathrooms, kitchen, and living space; the ADU will connect to the existing drive approach, which will be expanded to accommodate an additional uncovered parking spot for the unit. The applicant is proposing to locate the ADU near the south property line (see Exhibit 2) with a 20-foot setback from the adjacent property line. The applicant is indicating a removal of up to three trees and an unspecified amount of cedar bush may take place for placement of the ADU but intends to further screen the unit using existing trees and additional bushes. Utilities (water, electric, sewer/septic) will be supplied to the ADU from the primary structures utilities, and upgrade as needed based on build out. The ADU will be on concrete foundation, have wood framing, and hardi siding painted to match the primary structure with matching asphalt shingles.

The Property is located within the Single-Family Residential District- Low Density (SF-1) zoning district. Accessory dwellings are permitted in SF-1 zoning districts with an approved Conditional Use Permit. A conditional use is a land use that is compatible with the permitted land uses in a given zoning district only under certain conditions. Such conditions include a determination that the external effects of the conditional use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of additional standards and conditions.

Accessory Dwelling is defined as a secondary living space that is on-site with a primary living space and that may be contained within the space structure as the primary or may be contained in a separate structure. Occupants of secondary living spaces typically include a caretaker, servant, or farm worker employed by the owner/occupant, or a guest or family member of the owner/occupant

Single- Family Residential– Low Density (SF-1) zoning district is intended to provide for development of low density, detached, single- family residences on lots of at least one (1) acre in size. The applicant is proposing placing this accessory dwelling unit near the south line of the property line. The property located on the southwest corner of Springwood Road and Oak Springs Drive, east of FM 150.

The Comprehensive Plan 2016 was adopted by the City Council on November 15, 2016. The Comprehensive Plan 2016 outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request. The proposed accessory dwelling unit request meets the below goals and objectives of the Comprehensive Plan.

Chapter 3: Livability / Quality of life

§ 3.1 Support housing options in Dripping Springs

“Accessory dwelling units (ADUs) are another opportunity to incorporate lower cost housing options into the existing fabric of the community. These units provide an option for older residents who want to downsize but remain in Dripping Springs or young couples just starting out. They also provide an option for homeowners who may want or need extra income, allowing them to remain in their homes by providing supplemental

income. It will be important to explore best practices from other communities and establish a policy that reflects the values of Dripping Springs and protects neighborhood integrity for existing residents.”

	Code requirement	Code Met?
Front	Twenty-five feet (25')	Yes; ±148 feet
Rear	Twenty-five feet (25')	Yes; ±316 feet
Side	Total of forty (40) feet combining both side yards with a minimum of fifteen feet (15') on either side.	Yes; north setback fronting Springwood Rd ±193 feet, ±30 feet south line
Setback for Garage	Side-Entry Garages: Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the door face of the garage or carport to the side property line for maneuvering.	N/A
Height	Accessory Building(s): Maximum twenty-five feet (25') for other accessory buildings, including a detached garage or accessory dwelling units.	Height is 17'7"
Impervious Cover	Thirty Percent (30%)	Yes, they are under the impervious cover

Table 1 Code requirements

The applicant will need to provide two parking spaces for the accessory dwelling unit, in addition to the two parking spaces required for the primary structure, as written in the Code per Exhibit A: Sec 5 §5.6.1 *Parking based on use:*

5.6.1 Residential

(a) Single-family residential including SF-1, SF-2, SF-3 and SF-4: Two per dwelling unit.

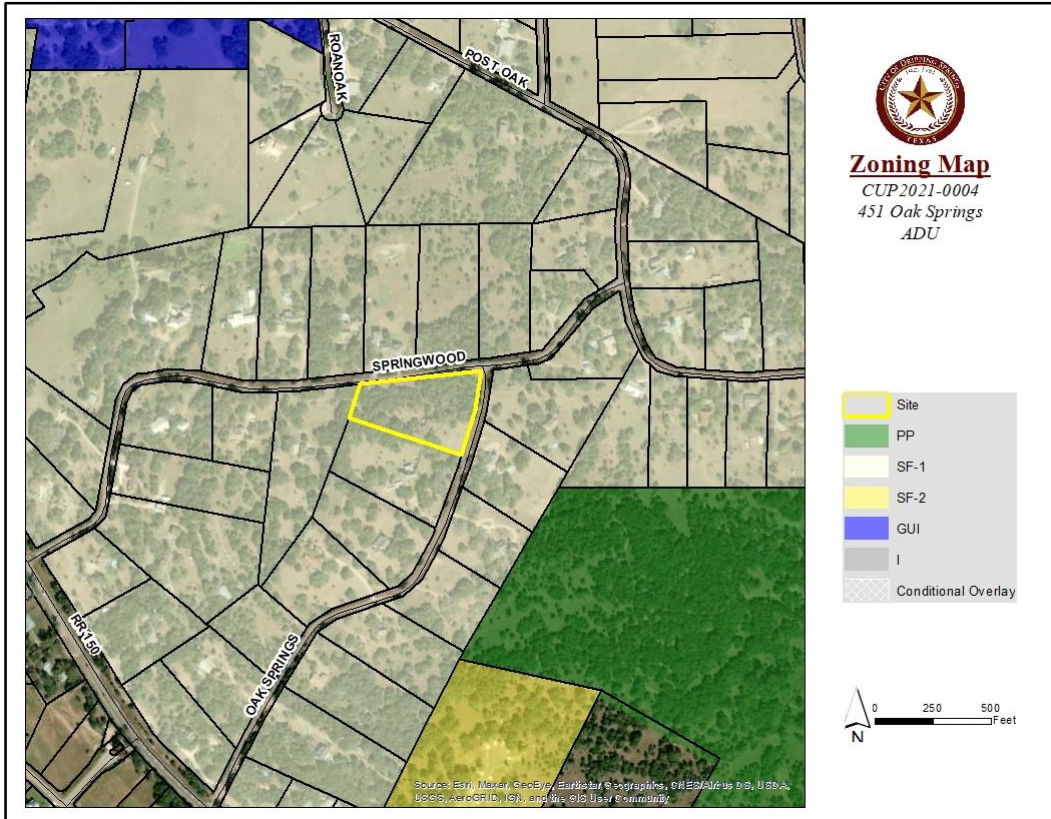
The Accessory Dwelling Unit will connect into utilities from the Main Residential Building. Utilities are below:

Water: Dripping Springs Water Supply Corporation (DSWSC). The structure will connect into existing 1” Water Line on Main House.

Wastewater: Proposed ADU will first try to connect to existing septic, after review. New septic may be installed for ADU pending results of septic review.

Electricity: PEC

Surrounding Properties



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Single- Family Residential – Low Density (SF-1)	Single family residential	Plot is located outside of Comprehensive Plan category. Adjacent to a 2016 Transportation Plan Road
East	Single- Family Residential – Low Density (SF-1)	Single family residential	
South	Single- Family Residential – Low Density (SF-1)	Single Family Residential	
West	Single- Family Residential – Low Density (SF-1)	Single Family Residential	

The feel of the subdivision is a low to moderate dense rural neighborhood with open yards. The neighborhood has very little fencing. The applicant does not intend to place a fence around the ADU.

Approval Criteria for Conditional Use Permit Review (3.17.6-Zoning Ordinance)

Approval Criteria	Staff Comments
1. The proposed use at the specified location is consistent with the policies embodied in the Comprehensive Plan;	The Comprehensive Plan addresses accessory dwelling units in the Comprehensive Plan Goal 3.1. ADUs are an option for supporting housing options in Dripping Springs.
2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;	The subject property is zoned Single-family Residential District – Low Density (SF-1). Accessory dwelling units are a listed conditional use in this zoning district.

<p>3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;</p>	<p>Based on the concept plan the proposed use meets all the development standards established in the section 5. The structure will be reevaluated at the building permit stage.</p>
<p>4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following:</p>	
<p>a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;</p>	<p>The applicant will be utilizing the existing driveway already in place for main structure and extending the driveway to access the ADU.</p>
<p>b. Off-street parking areas, loading areas, and pavement type;</p>	<p>The accessory dwelling unit will have adequate parking. Open air off-street parking will be provided.</p>
<p>c. Refuse and service areas;</p>	<p>The City's solid waste service will need to be alerted.</p>
<p>d. Utilities with reference to location, availability, and compatibility;</p>	<p>See staff report</p>
<p>e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;</p>	<p>There will be no new permanent fencing with this additional structure and there is no current permanent fencing – it is all open space.</p>
<p>f. Control of signs, if any;</p>	<p>N/A</p>
<p>g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;</p>	<p>Lighting for the new structure will match the current house structure in accordance with city codes.</p>
<p>h. Required yards and open space;</p>	<p>The ADU will have access to the open space and yard of the main dwelling per the attached survey</p>
<p>i. Height and bulk of structures;</p>	<p>The ADU will match the proposed elevations</p>
<p>j. Hours of operation;</p>	<p>N/A</p>
<p>k. Exterior construction material, building design, and building facade treatment;</p>	<p>The new structure will be of wood framing with hardi siding painted to match the existing home.</p>
<p>l. Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and</p>	<p>N/A</p>
<p>m. Provision for pedestrian access/amenities/areas;</p>	<p>N/A</p>

5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity; and,	The use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.
6. Noise;	N/A
7. Odors; and	N/A
8. Dust.	N/A

Summary

Staff recognizes an ADU as an appropriate accessory use in the SF-1 Single Family Residential District and supports the proposed request. The inclusion of an ADU would not adversely impact the property or its surrounding neighbors, and conditions as listed below would serve as additional measures to mitigate any visual or development factors.

Based on the proposed land use, compatibility with surrounding properties, and the Comprehensive Plan, **staff recommends approval of the requested CUP with the following conditions:**

1. **Maximum floor area for an Accessory Dwelling Unit may not exceed 1,170-square-feet.**
2. **The ADU must adhere to a 20-foot side yard setback.**
3. **A minimum of two off-street parking spaces for the Accessory Dwelling Unit must be provided in addition to any other parking requirements.**
4. **Connections to an appropriate on-site septic system must be approved by the City prior to occupancy.**
5. **The Accessory Dwelling Unit may not be sold separately from the primary structure.**
6. **Conditional Use Permits for new uses/structures shall be deemed to have expired and shall become null and void if construction is not completed and occupation commenced within two years of the date the CUP was approved.**
7. **The City Administrator may revoke the CUP for failure to comply with municipal regulations and the conditions placed on the use (City of Dripping Springs Zoning Ordinance §3.17.9)**
8. **Conditional Use Permit is effective on _____.**

The below is an excerpt of the Code for the procedures that P&Z should take for CUPS.

Chapter 30 Exhibit A Zoning Ordinance Sec 3.17.5 Procedures for CUPS:

- (a) P&Z Recommendation: Following the public hearing, the P&Z shall recommend approval, approval subject to modification, or denial of the proposal to the City Council. If the appropriateness of the use cannot be assured at the location, the P&Z shall recommend denial of the application as being incompatible with existing uses or with other uses permitted by right in the district.

Planning and Zoning Commission Recommendation

A motion was made by Vice Chair Martin to approve CUP2021-0004: an application to consider a conditional use permit to allow for the use “Accessory Dwelling” located at 451 Oak Springs Drive, Dripping Springs, Texas with the following conditions:

1. **Maximum floor area for an Accessory Dwelling Unit may not exceed 1,170-square-feet.**
2. **The ADU must adhere to a 20-foot side yard setback.**
3. **A minimum of two off-street parking spaces for the Accessory Dwelling Unit must be provided in addition to any other parking requirements.**
4. **Connections to an appropriate on-site septic system must be approved by the City prior to occupancy.**
5. **The Accessory Dwelling Unit may not be sold separately from the primary structure.**
6. **Conditional Use Permits for new uses/structures shall be deemed to have expired and shall become null and void if construction is not completed and occupation commenced within two years of the date the CUP was approved.**
7. **The City Administrator may revoke the CUP for failure to comply with municipal regulations and the**

conditions placed on the use (City of Dripping Springs Zoning Ordinance §3.17.9)
8. Conditional Use Permit is effective on _____.

Commissioner Bourguignon seconded the motion which carried unanimously, 6 to 0.

Public Notification

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

Meetings Schedule

May 25, 2021 – Planning and Zoning Commission
 June 08, 2021 - City Council Meeting

Attachments

Attachment 1- Conditional Use Permit Application
 Attachment 2- Proposed Site Plan, Elevations, Plans

Recommended Action:	Approval of the requested Conditional Use Permit, with staff and any additional conditions deemed necessary by the Commission.
Alternatives/Options:	Disapproval of the Conditional Use Permit; approval of the Conditional Use Permit with no, or alternate, conditions.
Budget/Financial Impact:	None calculated at this time.
Public Comments:	None at this time
Enforcement Issues:	N/A
Comprehensive Plan Element:	Livability / Quality of Life Support housing options in Dripping Springs



CITY OF DRIPPING SPRINGS

Item # 10.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

CONDITIONAL USE PERMIT APPLICATION

Case Number (staff use only): _____ - _____

NEW APPLICATION EXTENSION OF A PREVIOUSLY APPROVED CUP

CONTACT INFORMATION

PROPERTY OWNER NAME Josephine Shaw / Samuel Darren Shaw
STREET ADDRESS 451 Oak Springs Drive
CITY Dripping Springs STATE Texas ZIP CODE 78620
PHONE 512 757-9983 EMAIL _____

APPLICANT NAME Michael Cottone
COMPANY Journey Remodeling
STREET ADDRESS 301 Judy Drive
CITY Dripping Springs STATE Texas ZIP CODE 78620
PHONE 512 801-2648 EMAIL journeyremodeling@gmail.com

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Josephine Shaw / Samuel Darren Shaw
PROPERTY ADDRESS	451 Oak Springs Drive
CURRENT LEGAL DESCRIPTION	Springwood Lot 32
TAX ID#	R43477
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	residential
PROPOSED USE	residential
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Build mother in law suite

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

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

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

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

APPLICANT'S SIGNATURE

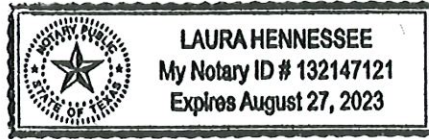
The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Michael Cottone is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Josephine M. Shaw, Samuel Darren Shaw
Name

OWNERS
Title

STATE OF TEXAS §
COUNTY OF HAYS §



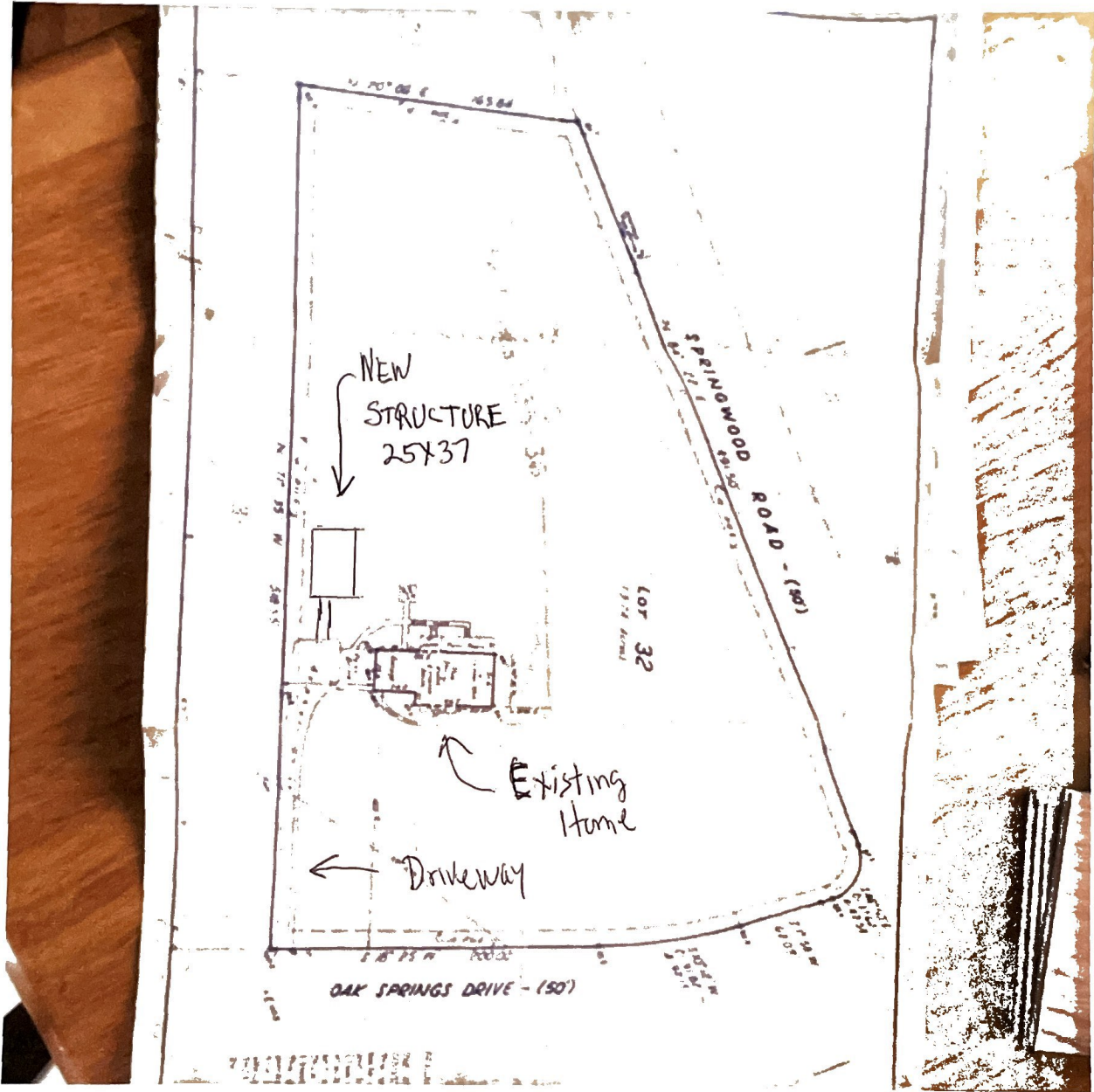
This instrument was acknowledged before me on the 8th day of April,

~~201~~²⁰²⁰ by Laura Hennessee

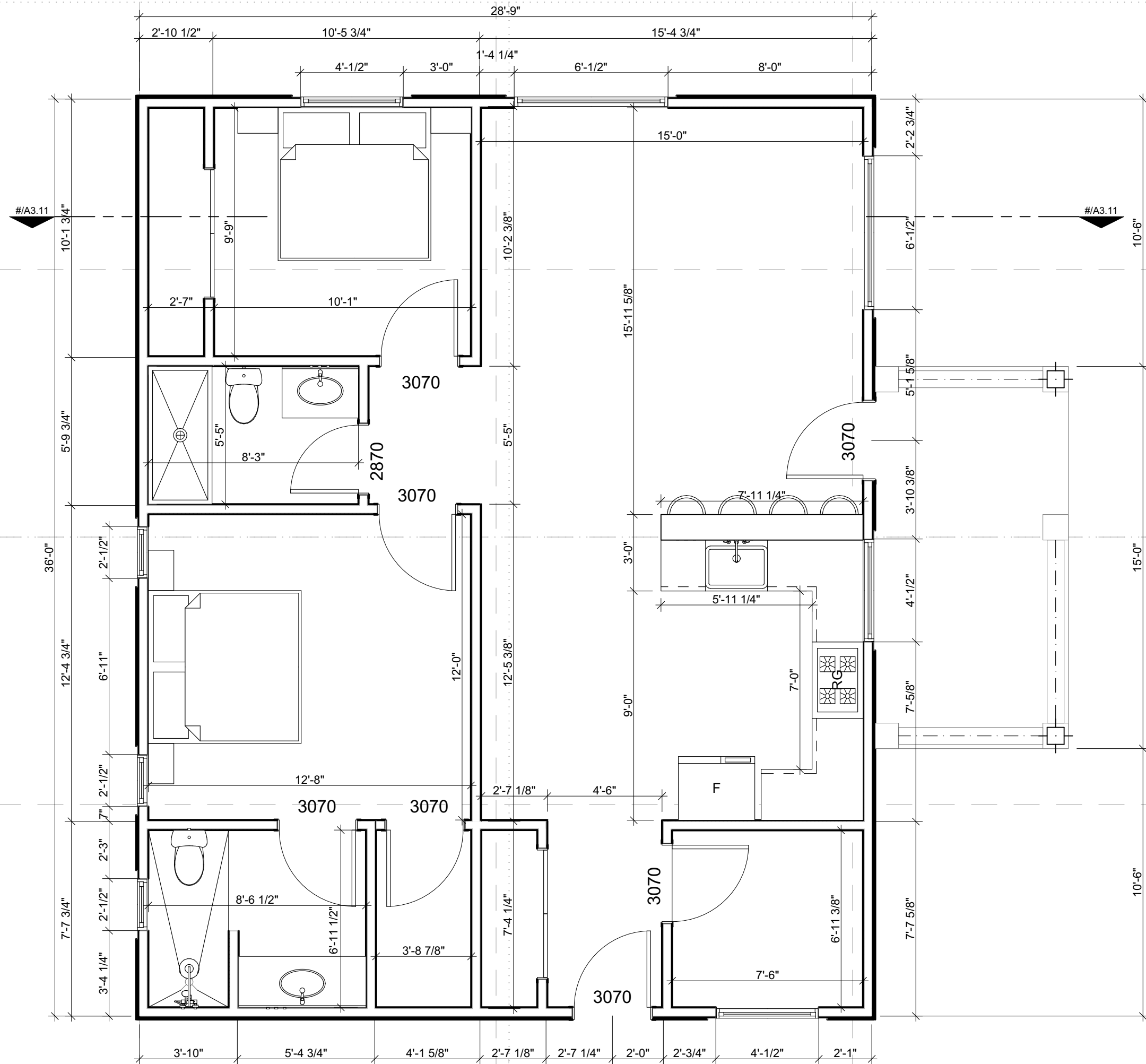
Laura Hennessee
Notary Public, State of Texas

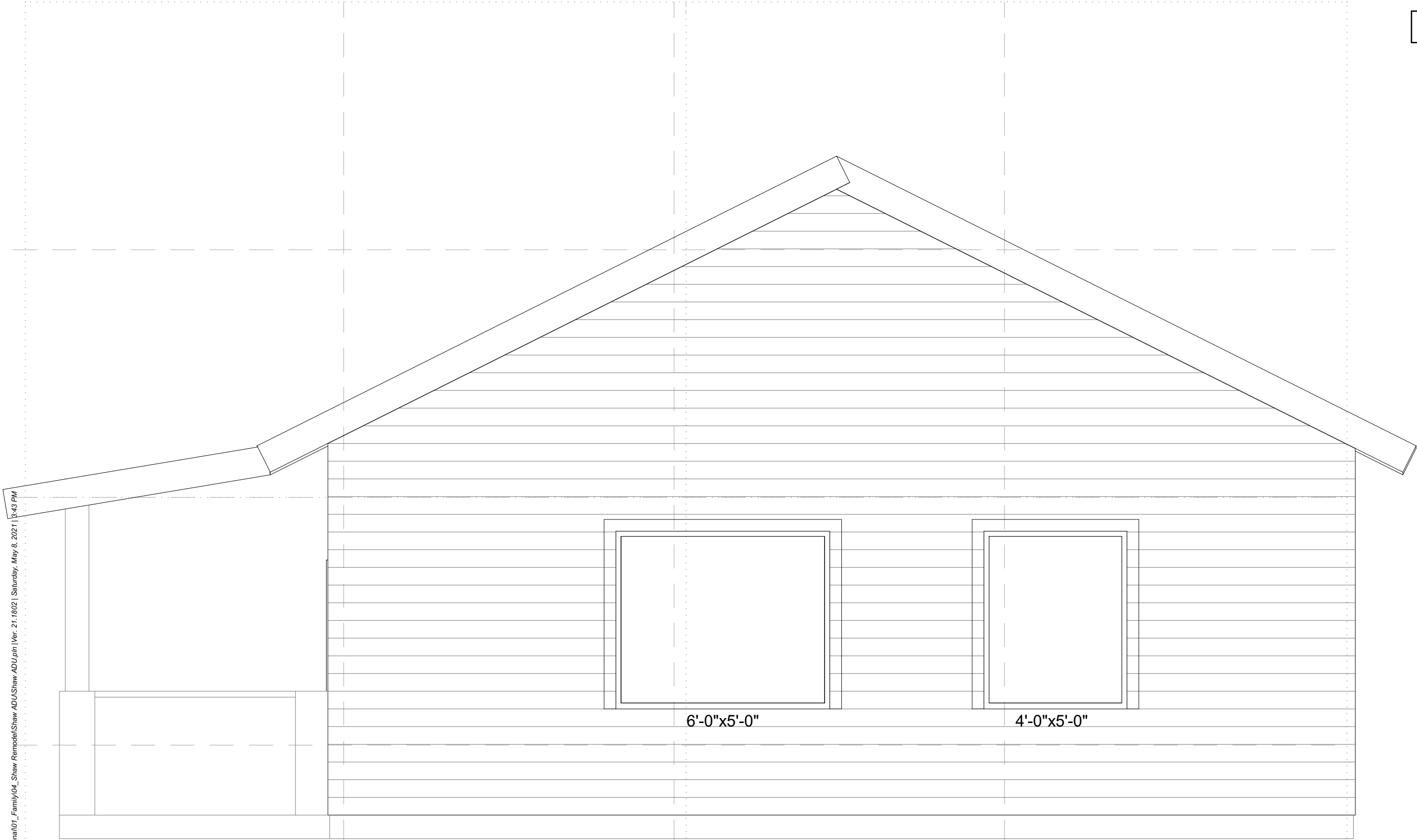
My Commission Expires: 8-27-23

JOSEPHINE M. SHAW, Samuel Darren Shaw
Name of Applicant



451 Oak Springs Drive

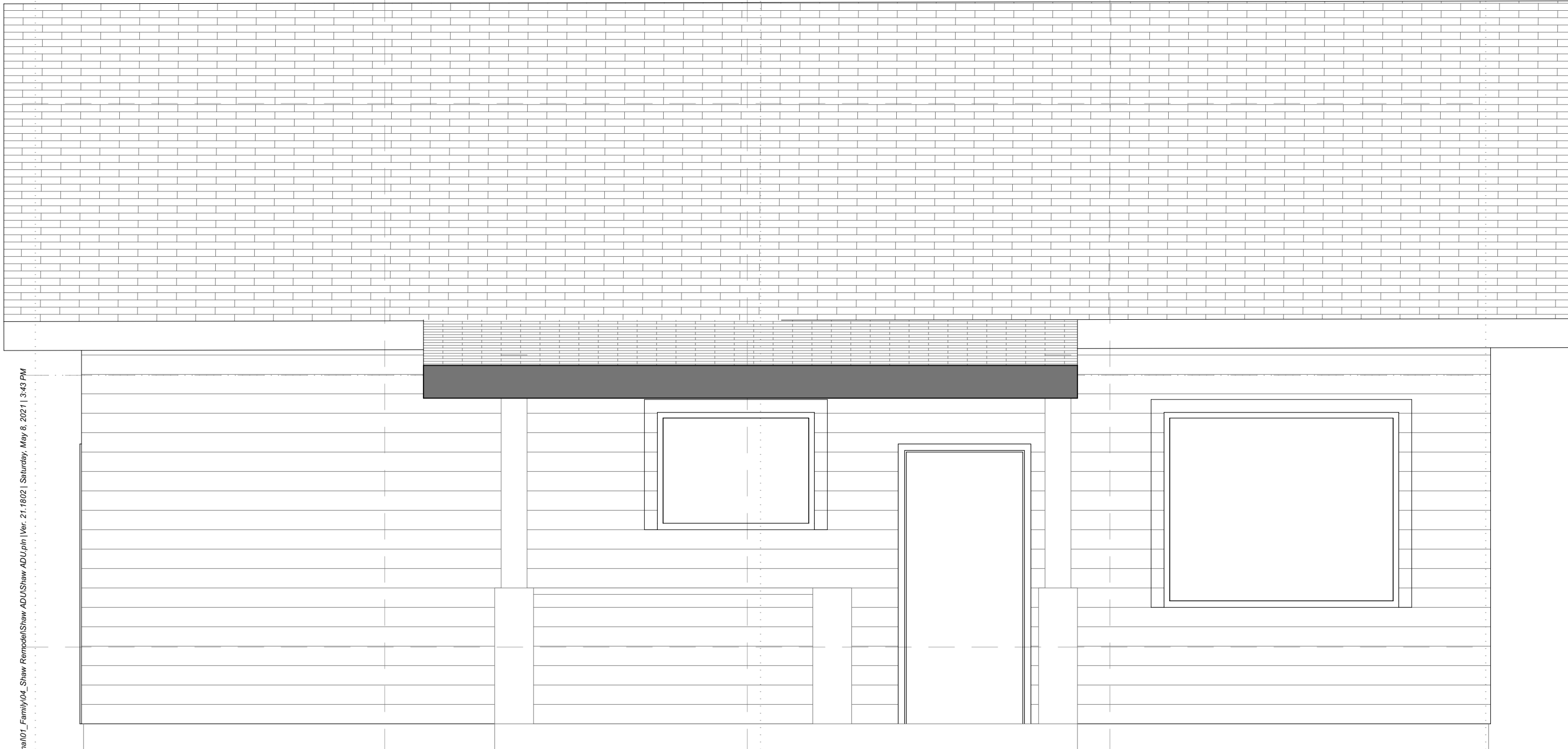




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ELEVATION - NORTH

SCALE: 3/8" = 1'-0"



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ELEVATION - WEST

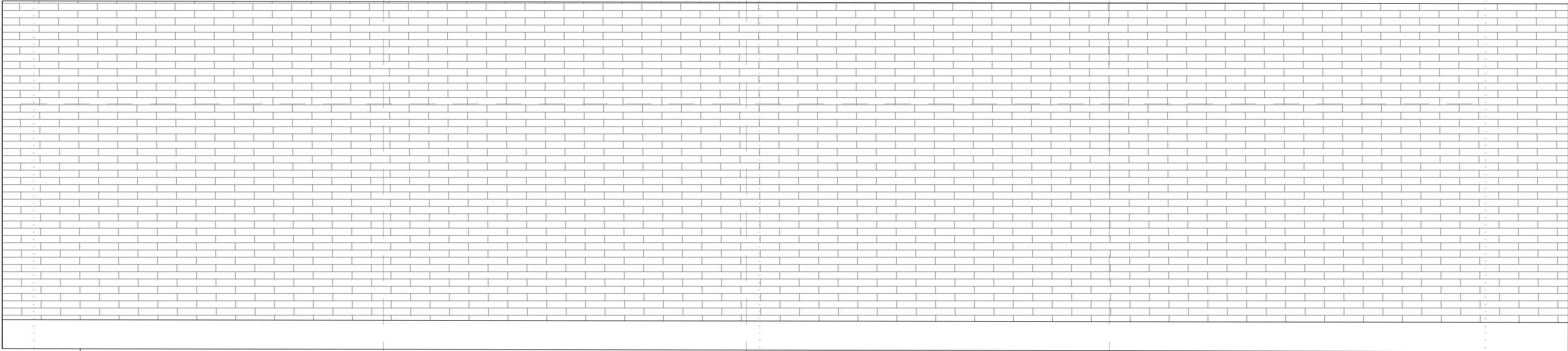
SCALE: 3/8" = 1'-0"



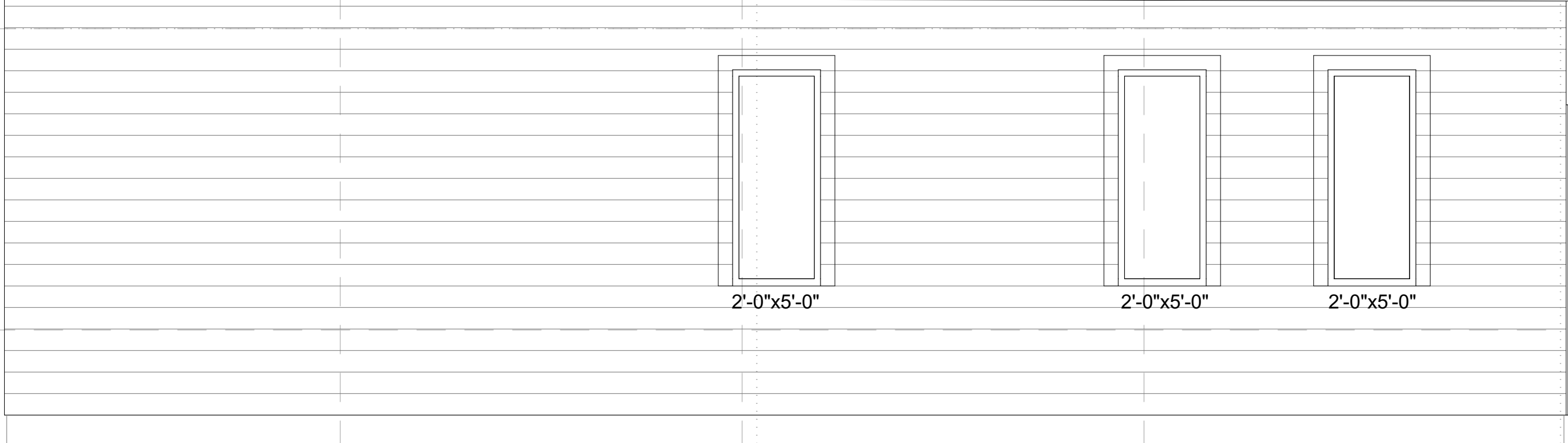
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ELEVATION - SOUTH

SCALE: 3/8" = 1'-0"

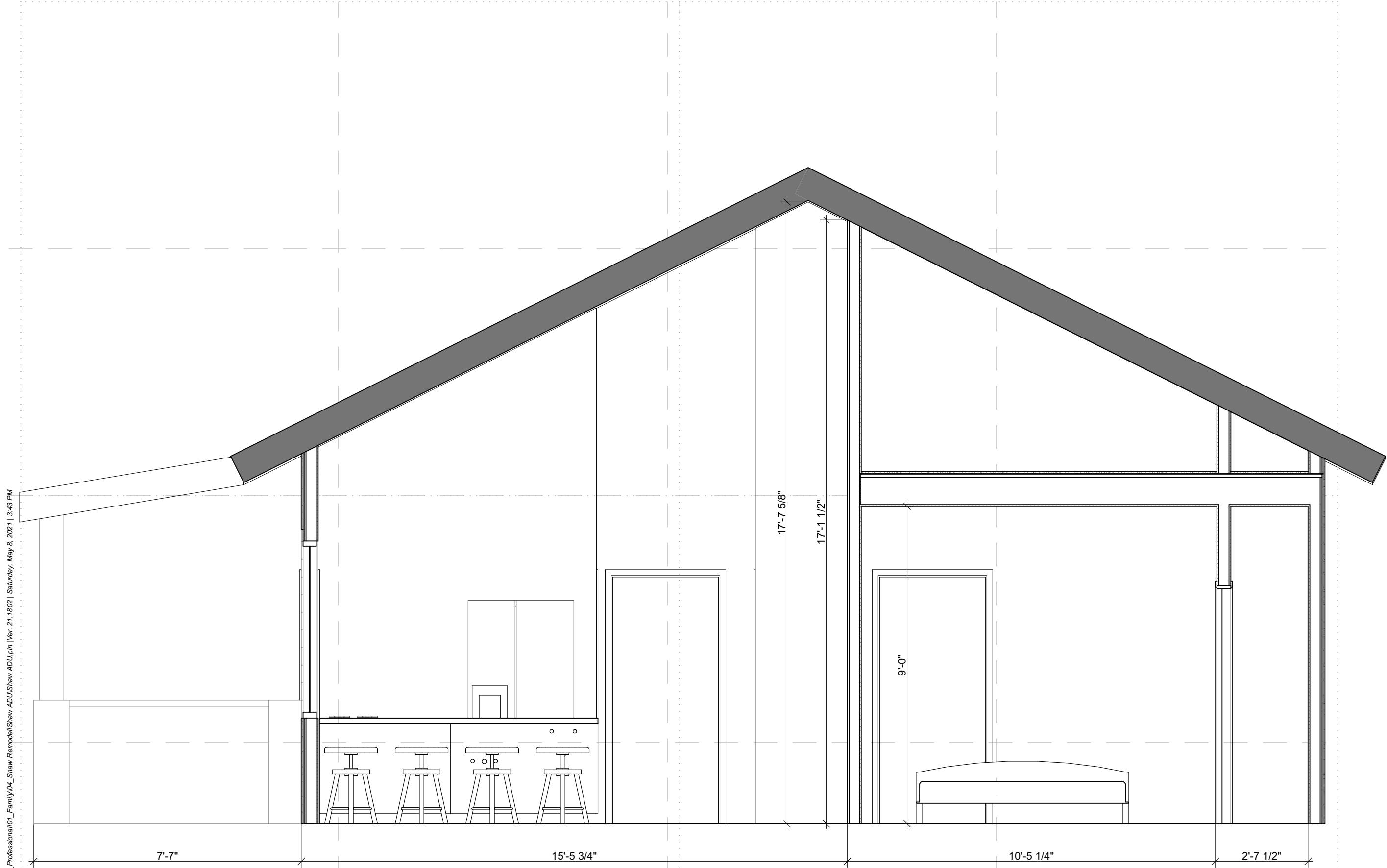


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ELEVATION - EAST

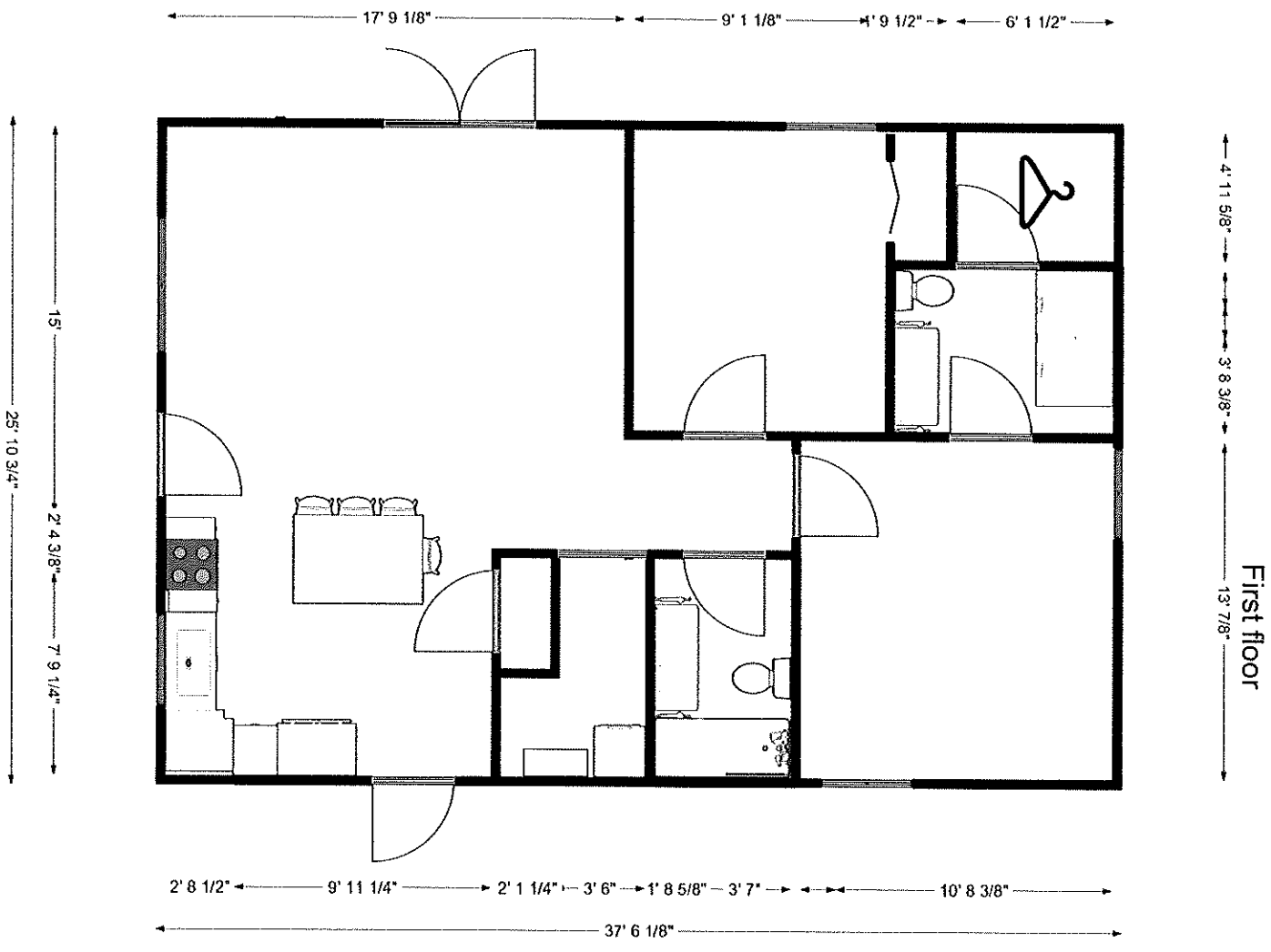
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SHORT SECTION

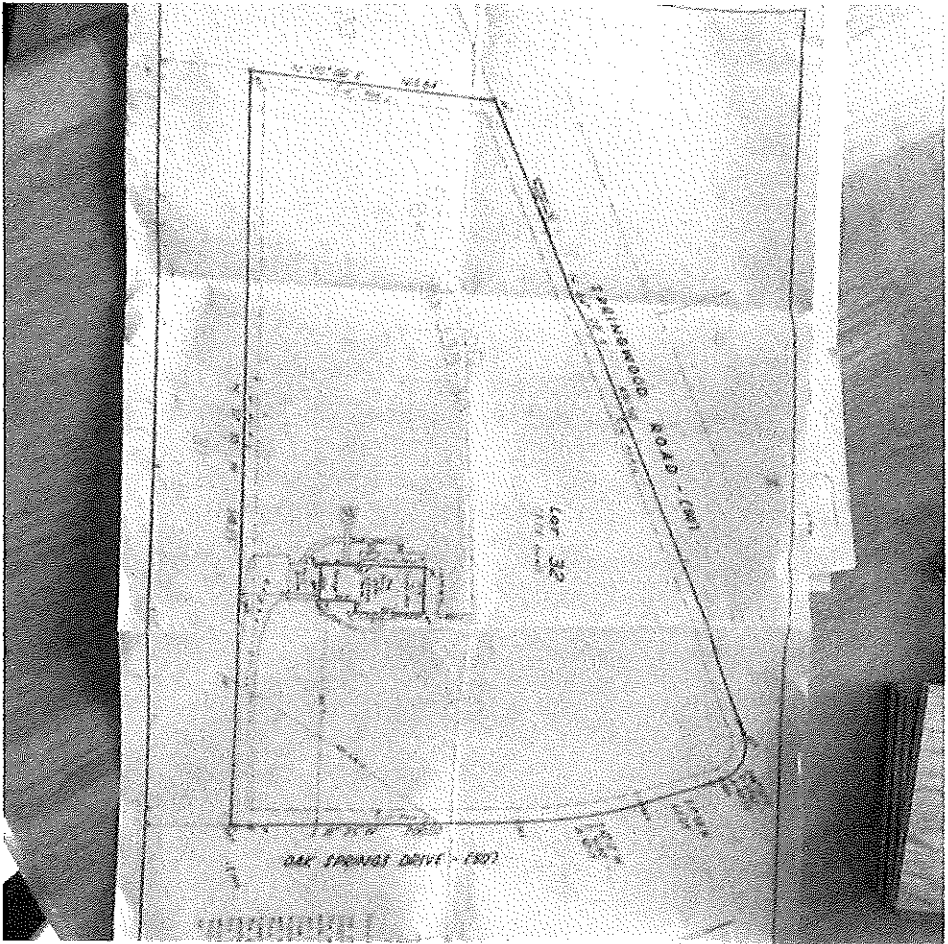
SCALE: 3/8" = 1'-0"



Parking

First floor

Item # 10.



CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-_____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE USE OF ACCESSORY DWELLING WITHIN THE SINGLE-FAMILY RESIDENTIAL - LOW DENSITY (SF-1) ZONING DISTRICT FOR A PROPERTY LOCATED AT 451 OAK SPRINGS DRIVE UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT “A”; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to regulate zoning within the City; and

WHEREAS, the City of Dripping Springs desires to approve a conditional use permit because of the unique nature of this property, and the land use is compatible with the permitted land uses in a given zoning district only under current conditions; and

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The Conditional Use Permit is approved as presented in Exhibit “A” to this ordinance.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision

of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. EFFECTIVE DATE

This Ordinance and Conditional Use Permit shall be effective immediately upon passage and publication.

6. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 8th of June 2021, by a vote of ___(ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

EXHIBIT "A"



City of Dripping Springs | Conditional Use Permit

Granted to allow the land use of “Accessory Dwelling” on a property that is currently zoned Single-Family Residential - Low Density (SF-1) District located at:

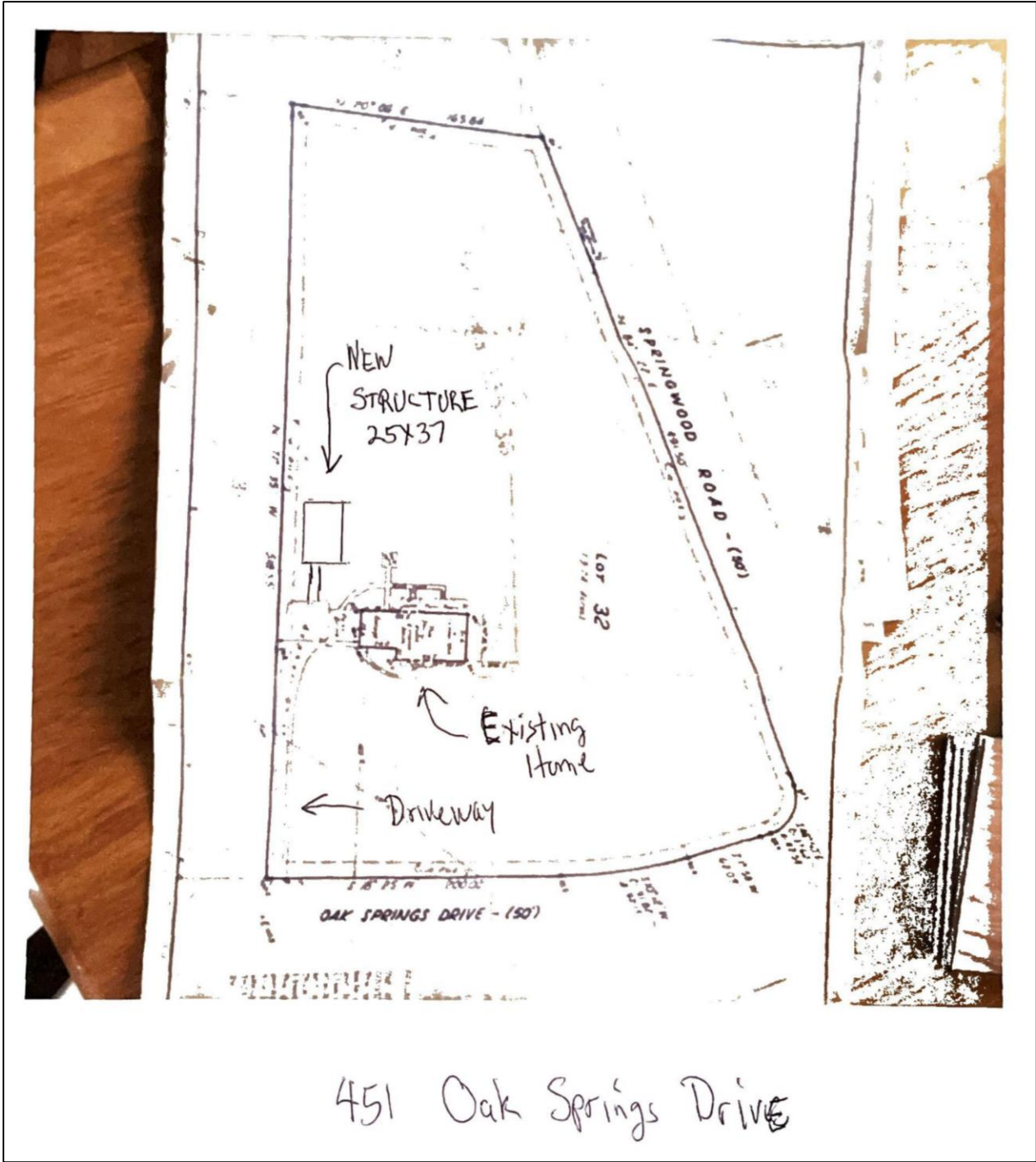
451 Oak Springs Drive, Dripping Springs, Texas 78620

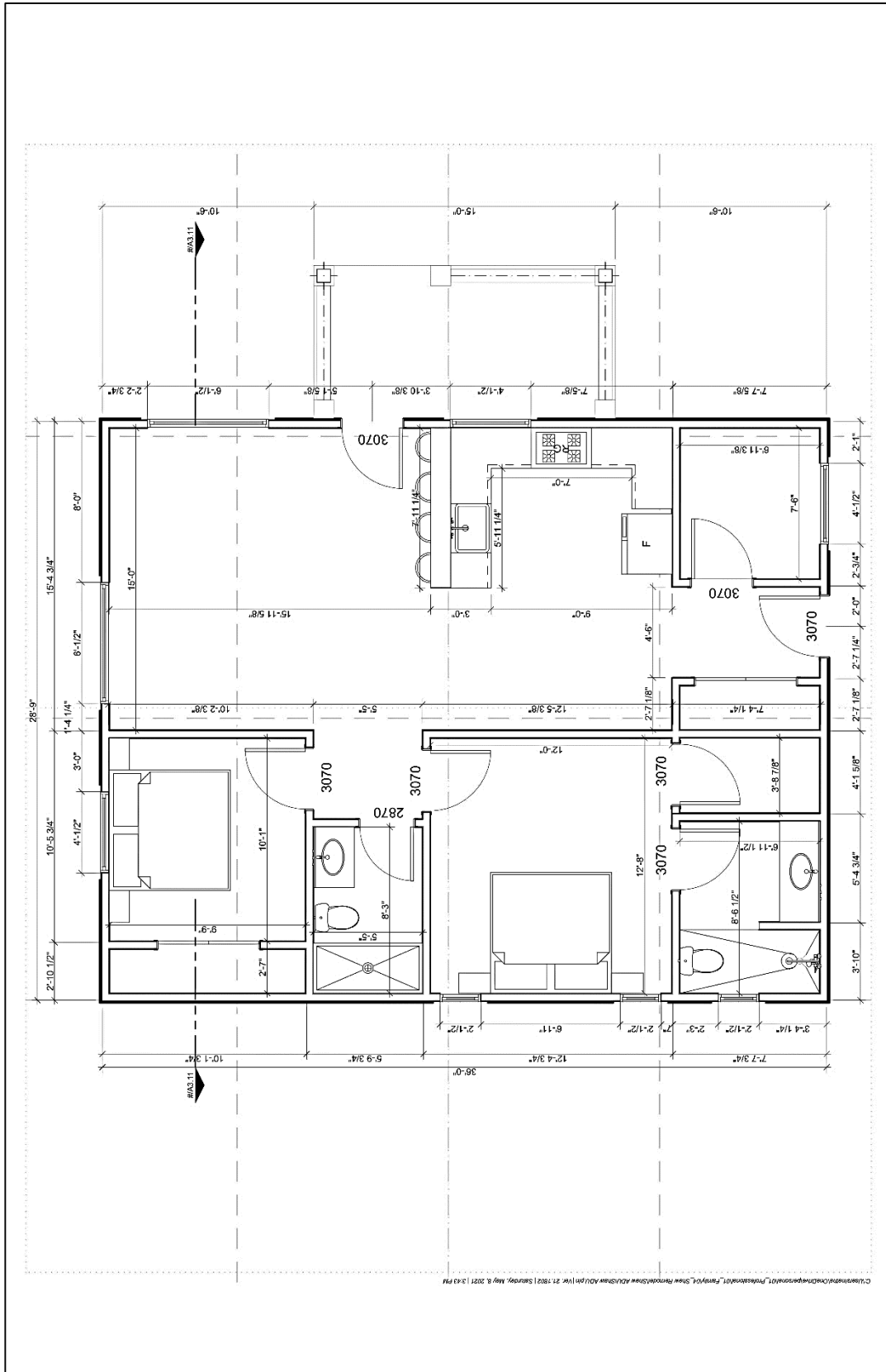
Approved by the City of Dripping Springs City Council on _____

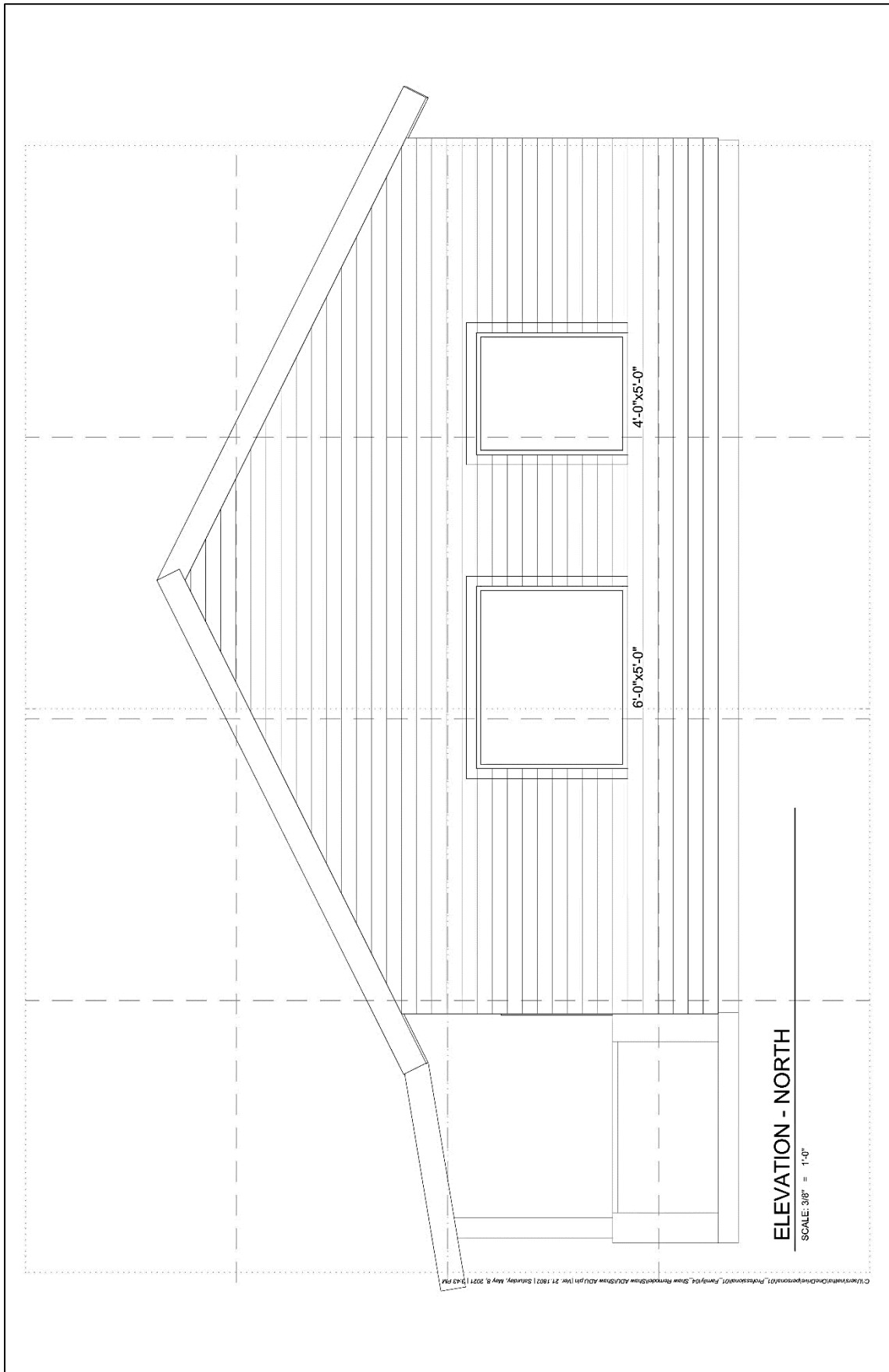
The use of an Accessory dwelling at the above-mentioned location is allowed pursuant to the following regulations:

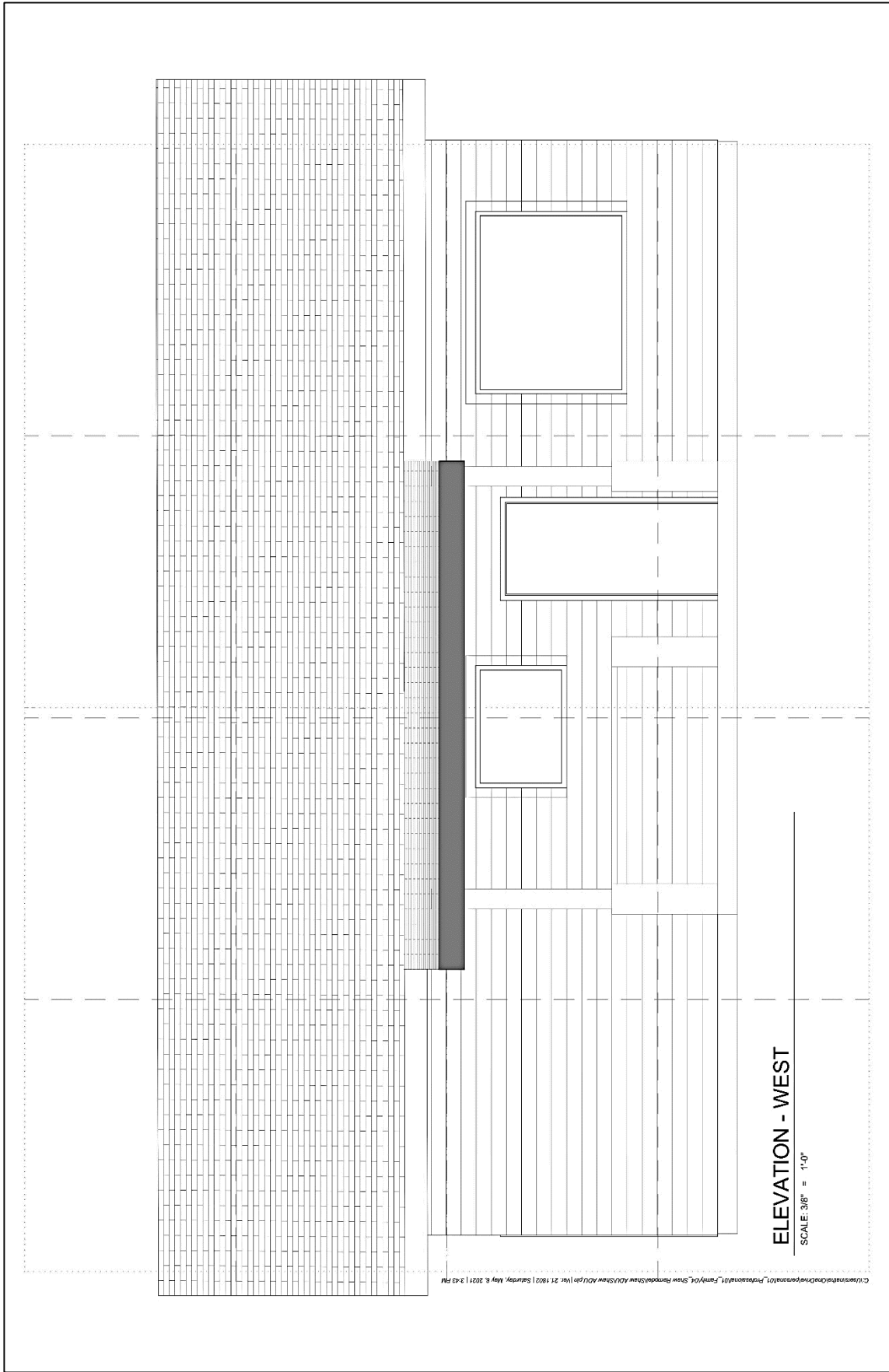
1. Maximum floor area for an Accessory Dwelling Unit may not exceed 1,170-square-feet.
2. The ADU must adhere to a 20-foot side yard setback.
3. A minimum of two off-street parking spaces for the Accessory Dwelling Unit must be provided in addition to any other parking requirements.
4. Connections to an appropriate on-site septic system must be approved by the City prior to occupancy.
5. The Accessory Dwelling Unit may not be sold separately from the primary structure.
6. Conditional Use Permits for new uses/structures shall be deemed to have expired and shall become null and void if construction is not completed and occupation commenced within two years of the date the CUP was approved.
7. The City Administrator may revoke the CUP for failure to comply with municipal regulations and the conditions placed on the use (City of Dripping Springs Zoning Ordinance §3.17.9).
8. Conditional Use Permit is effective on _____.

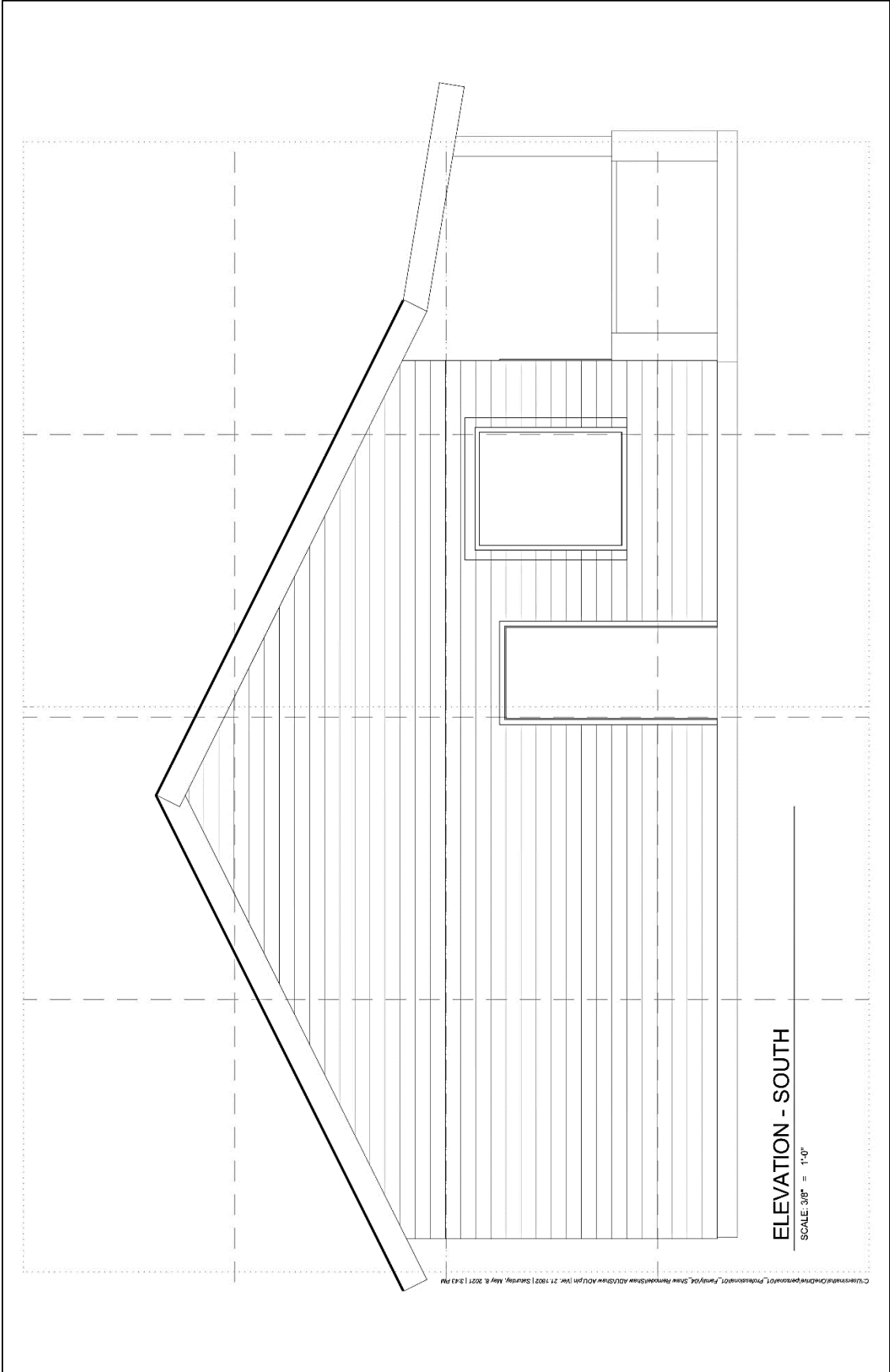
Attachment "B"
Site Plan, Floor Plan, Elevations

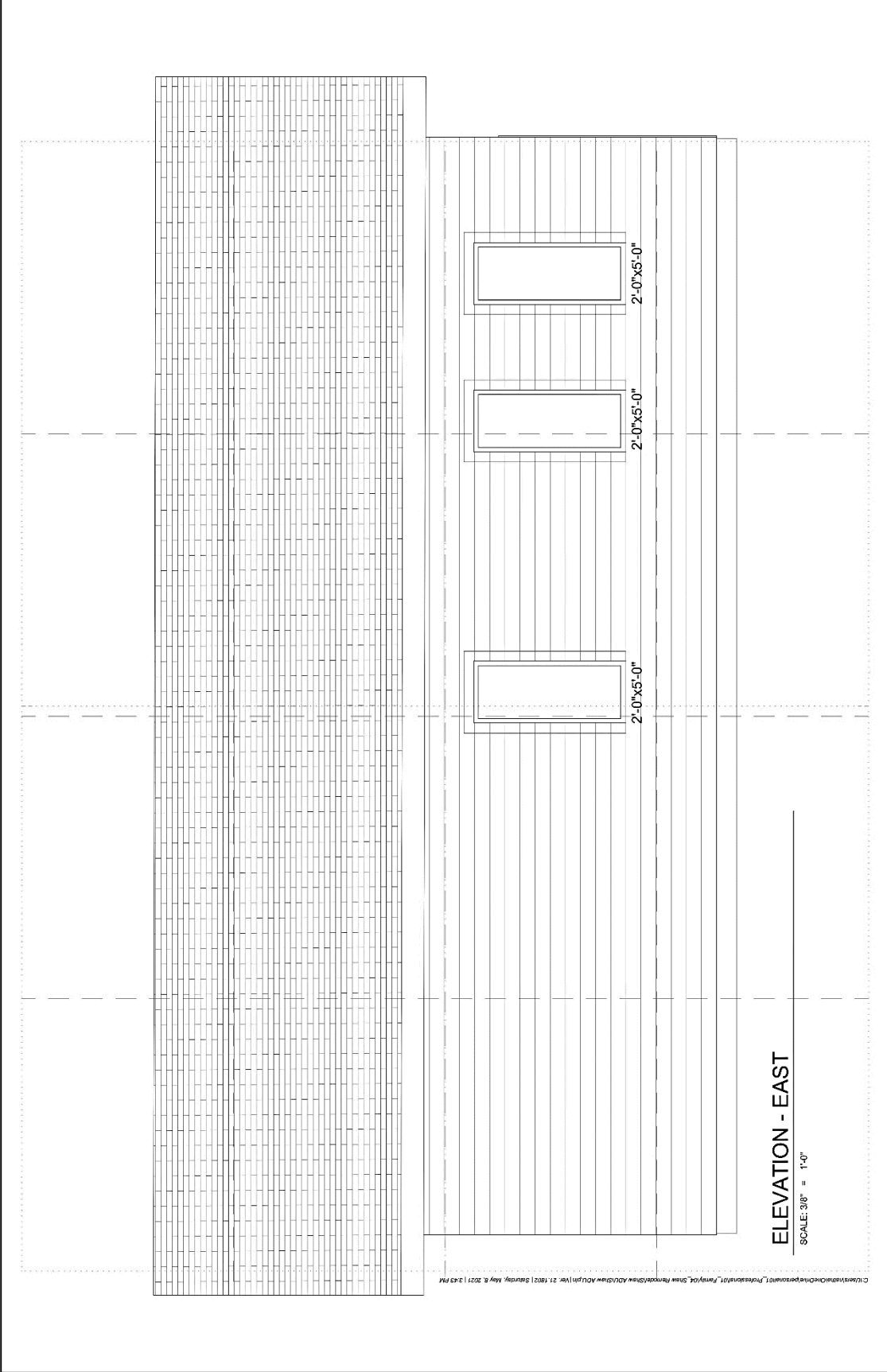


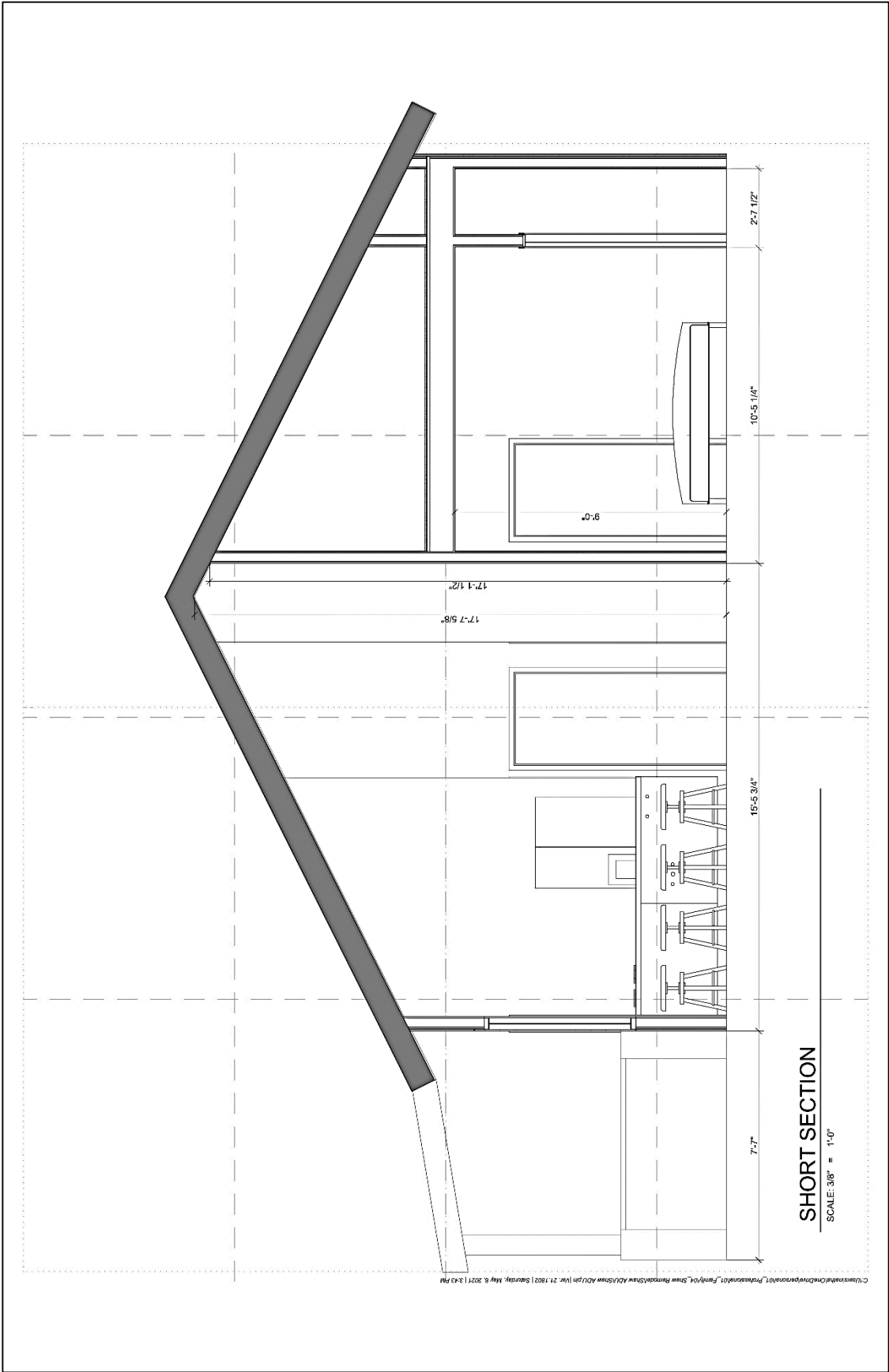














STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Craig Rice, Maintenance Director

Council Meeting Date: June 8, 2021

Agenda Item Wording: Discuss and consider selection of bidder for grounds maintenance contract and approval of contract with selected bidder.

Agenda Item Requestor: Wade King, Councilmember

Summary/Background: Legal notice for soliciting bids for the Grounds Maintenance Agreement on City Property and Parks was issued with the deadline for contractors to submit sealed bids by 4:00pm on March 29, 2021. Three (3) contractors submitted bid packages before the required deadline. Tabulations were made by the Maintenance Director in comparing the contractors' bids and presented to staff for selection of contractor. Elk Ridge Mowing has been identified as the lowest bid for the City Parks section and meets the qualifications required by the contractor in the bid package.

**Commission
 Recommendations:**

**Recommended
 Council Actions:** Staff recommends awarding Elk Ridge Mowing with the City Parks section of the Grounds Maintenance Agreement. Staff recommends City maintenance staff take responsibility of City Properties and ROW section of the Grounds Maintenance Agreement.

Attachments: Grounds Maintenance Agreement – Elk Ridge Mowing (Draft)
 Elk Ridge Committee Support Letter
 Yellowstone Lanscape bid package
 Canyon Creek bid package
 Elk Ridge Mowing bid package
 Publication Affidavit _ RFB Grounds Maintenance
 2021 Grounds Maintenance Bid with Exhibits
 Grounds Maintenance Clarification

Next Steps/Schedule: Upon Council approval of Elk Ridge awarded grounds maintenance for City Parks. Grounds Maintenance Agreement is to be signed by the contractor and City. Services of the contract to start October 1, 2021 and end September 30, 2022.



Gateway to the Hill Country

CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620
512.858.4725 • www.cityofdrippingsprings.com

May 7, 2021

Elk Ridge Mowing
451 La Buena Vista Dr
Wimberley, Texas 78676

RE: Request for Bids-Ground Maintenance on City Property and Parks

Thank you for your submitted Bid Package regarding Ground Maintenance on City Property and Parks for the City of Dripping Springs. Your submission was received in a timely manner and evaluated by a committee with experience in Ground Maintenance. The review committee is going to recommend your bid and contract as it relates to City Parks (but not City Property) to City Council on June 8, 2021.

The committee was impressed with Elk Ridge Construction's submittal, and the committee recommended your firm based on the Evaluation Criteria in the Bid Package. If you would like to discuss the determination of your submission further, please submit a request in writing to Maintenance Director Craig Rice at crice@cityofdrippingsprings.com or by mail at the mailing address listed above. We recommend that you review the attached agreement and provide us your comments by June 1, 2021. It is also recommended that you attend the June 8, 2021 Council Meeting beginning at 6 p.m. where your bid and contract will be reviewed.

Sincerely,

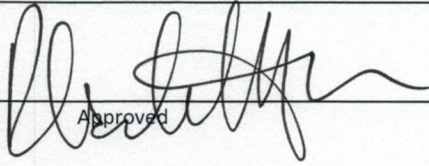
Craig Rice
Maintenance Director

EXHIBIT A

CITY PARKS			
Charro Ranch Park "CRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance Road, Trail Signs, Park Signs, Picnic, Special Interest Areas			
<i>Maintain areas shown on 30 day cycle during the first week of March, April May, June, September, and first or second week of December; and/or on a per cycle basis according to map or as directed by City Staff.</i>	6	\$ 325.00	\$ 1,950.00
Cross Country Trail			
<i>Mow March, June, September and last week of November or as directed by City Staff.</i>	4	\$ 325.00	\$ 1,300.00
Fire Ant Control along trails and bird blind area	3	\$ 20.00	\$ 60.00
	Sub-Total Charro Ranch Park Base Bid		\$ 3,310.00
Charro Ranch park Cross Country Trail Bid Alternate			
<i>Add 8 cycles per year to current 4 cycle maintenance (total 12) on a 30 day cycle or as directed by City Staff.</i>	8	\$ 325.00	\$ 2,600.00
	Sub-Total Charro Ranch Park Base Bid with Bid Alternate		\$ 5,910.00
Sports and Recreation Park "SRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Trails, Basketball, Volleyball Courts, Fitness Stations, Park Road, Concessions /Restroom Buildings			
<i>Maintain all areas on 14 day cycle during the months of April, May and June; include weed control and tilling VB court. (8 Cycles)</i>	8	\$ 500.00	\$ 4,000.00
<i>Maintain all areas once per month (on 30 day cycle) during the first week of February, March, July, September, October and first or second week of December and/or as directed by City. (6 cycles)</i>	6	\$ 500.00	\$ 3,000.00
SRP Playscape			
<i>Mow, trim, remove clippings and rake playground areas in city-owned parks monthly as directed by City.</i>	12	\$ 50.00	\$ 600.00
Fire Ant Control along trails, picnic areas, playground, and restrooms	3	\$ 20.00	\$ 60.00
Adult Softball Fields Perimeter			
<i>Maintenance of perimeter of adult softball fields. Mow, trim and remove clippings with blower from mid-March to end of September; <u>weekly</u> in March, April, May and June, twice monthly in July, August and September (23 Cycles).</i>	23	\$ 490.00	\$ 11,270.00
	Sub-Total Sports and Recreation Park Base Bid		\$ 18,930.00

<i>Bid Alternate - Mow, trim and edge, remove clippings with blower on two softball fields weekly from mid-March to end of September (29 cycles).</i>	29	\$ 250.00	\$ 7,250.00
Sub-Total Sports and Recreation Park with Softball Field Bid Alternate			\$ 26,180.00
Founders Memorial Park "FMP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance, Park Road, Gerald Brumley Garden and Playscape, Swimming Pool Grounds, Park Trails, Common Areas, *Pound House Trail to Southeast Gate and Native Area East of North Parking Lot			
<i>Maintain areas on 14 day cycle in the months of April, May & June. (8 Cycles).</i>	8	\$ 500.00	\$ 4,000.00
<i>* Walking trail from parking lot and/or playground to the "southeast" side entrance to the Pound House and native area between the north parking lot and Pound House Museum property. The number of mowing cycles for these two locations may be altered/reduced during periods when wildflowers are germinating or present, or until flowers go to seed, per City Staff</i>			
<i>On 30 day cycle, maintain during the first week of February, March, July, August, September, October and first or second week of December; and/or on a per cycle basis as directed by City. (7 cycles)</i>	7	\$ 500.00	\$ 3,500.00
Fire Ant Control along trails, picnic areas, playground, and restrooms	3	\$ 20.00	\$ 60.00
Sub-Total Founders Memorial Park Base Bid			\$ 7,500.00
Dripping Springs Ranch Park "DSRP"	Number of Cycles	Per Cycle Cost	Annual Total
DSRP "A" section - Park Trails, Ranch House, Park Road, Picnic Area			
<i>Maintain all areas on 14 day cycle, during the first week of March, April, May, June, September, and last week of November and/or on a per cycle basis as requested by the City (11 Cycles).</i>	11	\$ 690.00	\$ 7,590.00
<i>Maintain all areas on 30 day cycle for the months of February, July, August, October (4 Cycles).</i>	4	\$ 690.00	\$ 2,760.00
DSRP "B" section - Playscape, Park Sign, Outdoor Arena			
<i>Maintain all areas on 14 day cycle, March, April, May, June, September, October and/or on a per cycle basis as requested by the City (14 Cycles).</i>	14	\$ 290.00	\$ 4,060.00
<i>Maintain all areas on 30 day cycle for the months of February, July, November (3 Cycles).</i>	3	\$ 290.00	\$ 870.00
DSRP "C" section - Slope adjacent to the Event Center			
<i>Maintain all areas on 14 day cycle, during the first week of March, April, May, June, September, and last week of November and/or on a per cycle basis as requested by the City (11 Cycles).</i>	11	\$ 290.00	\$ 3,190.00
<i>Maintain all areas on 30 day cycle for the months of February, July, August, October (4 Cycles).</i>	4	\$ 290.00	\$ 1,160.00
Fire Ant Control along trails, picnic areas, playground, and Ranch House	3	\$ 20.00	\$ 60.00
Sub-Total DSRP Base Bid			\$ 19,690.00

BID ALTERNATE – Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas	Number of Cycles	Per Cycle Cost	Amount
Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (12 cycles PER PARK).			
Subtotal for Fire Ant Control Bid Alternate at Charro Ranch Park	12	\$ 20.00	\$ 240.00
Subtotal for Fire Ant Control Bid Alternate at Sports and Recreation Park	12	\$ 20.00	\$ 240.00
Subtotal for Fire Ant Control Bid Alternate at Founders Memorial Park	12	\$ 20.00	\$ 240.00
	Sub-Total for Fire Ant Control Bid Alternate		\$ 720.00
Total All Bid Options			
Subtotal All Parks Base Bid			\$ 49,430.00
Subtotal All Parks with Charro Ranch Park Additional Trail Mowing			\$ 52,030.00
Subtotal All Parks with Additional Fire Ant Control at All Parks			\$ 50,150.00
Subtotal All Parks with Charro Ranch Park Additional Trail Mowing and Additional Fire Ant Control at All Parks			\$ 52,750.00
Subtotal Sports and Recreation Park Bid Alternate for Mowing/Edging Softball Fields (2)			\$ 7,250.00
Total All Parks with All Bid Alternates			\$ 60,000.00


Approved

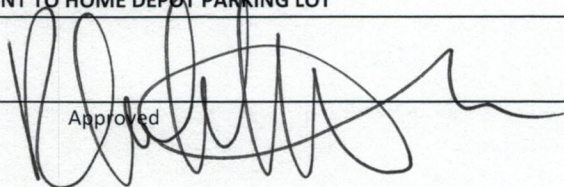
EIK Ridge Mowing
Company

3-29-21
Date:

Base Bid and Bid Alternates

CITY PROPERTIES			
Irrigated Walking Trail and Street Median along Rob Shelton Blvd.	Number of Cycles	Per Cycle Cost	
<i>Maintain areas on 14 day cycle during the months of April, May, June, July, August, September and October (16 Cycles)</i>	16	\$ 200.00	\$ 3,200.00
<i>Maintain once per month (on 30 day cycle) during the first week of March and first or second week of December and/or as directed by City Staff (2 Cycles). Mow, manage beds, check irrigation, perform fire ant control.</i>	2	\$ 200.00	\$ 400.00
	Sub-Total Irrigated Walking Trail and Street Median along Rob Shelton Blvd.		\$ 3,600.00
Rob Shelton Blvd. – Blvd Median and ROW between Founders Memorial Park and Hwy 290W	Number of Cycles	Per Cycle Cost	
<i>Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (22 cycles).</i>	22	\$ 200.00	\$ 4,400.00
<i>Maintain once per month (on 30 day cycle) during the first week of January, February, and second week of December or as directed by City (3 Cycles). Mow, manage beds, check irrigation, perform fire ant control.</i>	3	\$ 200.00	\$ 600.00
	Sub-Total Rob Shelton Blvd. – Between Founders Memorial Park and Hwy 290 W		\$ 5,000.00
Rob Shelton Blvd. – Right of way adjacent to corner of Five Star ER and US Hwy 290; approx. location is 333 Hwy 290 E	Number of Cycles	Per Cycle Cost	
<i>Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (20 Cycles). Manage landscape beds, perform fire ant control and check irrigation.</i>	20	\$ 50.00	\$ 1,000.00
<i>Maintain once per month (on 30 day cycle) during the first week of January, February and second week of December or as directed by City. (3 cycles)</i>	3	\$ 50.00	\$ 150.00
	Sub-Total Rob Shelton Blvd. – ROW adjacent to Five Star ER		\$ 1,150.00
Founders Park Rd. – Right of Way to Big Sky neighborhood	Number of Cycles	Per Cycle Cost	
<i>Maintain areas on 14 day cycle during the months of April, May, June, July, August, September and October (16 Cycles) Mow, trim and perform fire ant control along ROW and walking trail.</i>	16	\$ 225.00	\$ 3,600.00
<i>Maintain one per month (on 30 day cycle) during the first week of March and first or second week of December and/or as directed by City Staff (2 Cycles). Mow, trim and perform fire ant control along ROW and walking trail.</i>	2	\$ 225.00	\$ 450.00
	Sub-Total Founders Park Rd. ROW		\$ 4,050.00

Detention Pond – North of Home Depot	Number of Cycles	Per Cycle Cost	
Mow detention pond on quarterly basis in March, May, July and October. (4 cycles)	4	\$ 500.00	\$ 2,000.00
		Sub-Total Detention Ponds	\$ 2,000.00
Detention Pond – North of Home Depot Alternate	Number of Cycles	Per Cycle Cost	
Add five mowing cycles to existing quarterly mowing schedule. New schedule will include 30 day mowing cycles in March, April, May, June, July, August, September, October and 2nd week of December (9 cycles)	9	\$ 500.00	\$ 4,500.00
		Sub-Total Detention Ponds Alternate	\$ 4,500.00
Total All Bid Options			
Grand Total - Rob Shelton Blvd., Founders Park Rd. ROW & Detention Pond-Home Depot Lot			\$ 15,800.00
Grand Total/Bid Alternate - Rob Shelton Blvd., Founders Park Rd. ROW with BID ALTERNATE FOR DETENTION PONDS ADJACENT TO HOME DEPOT PARKING LOT			\$ 20,300.00

Approved 

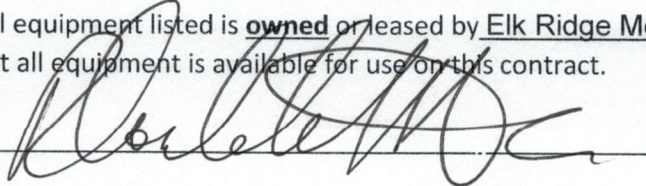
Elk Ridge Mowing
Company

3.29.21
Date:

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

Type of Equipment List all that will be used for this contract (tractor, brush hog, flail, line trimmer, etc.)	Number of units	Age of Unit
<u>Zero Turn Mowers/Tractors:</u>		
61" ZT BADBOY ELITE 2016 ROTARY BLADE – GASOLINE	2	5 yrs
72" ZT BADBOY OUTLAW 2017 ROTARY BLADE - DIESEL	2	4 yrs
72" ZT BADBOY OUTLAW XP 2018/2020	4	2 yrs / 6 mos.
61" RENEGADES 2020 ROTARY BLADE – GAS	2	6 mos.
MAHINDRA 2555H-C/65 TRACTOR 2017 – DIESEL	2	4 yrs
15' BATWING / SHREDDERS 2017 – ROTARY BLADES	2	4 yrs.
6' SHREDDER 2016 – ROTARY BLADES	1	5 yrs.
<u>Trimmers/Blowers:</u>		
ECHO 2 CYCLE GAS TRIMMERS - 2018 – 2021	10	3 yrs. – 2 mos.
ECHO 165 MPH-LN BACKPACK GAS LEAF BLOWER – 2018 - 2020	3	3 yrs. – 2 mos.
<u>Trailers/Transportation:</u>		
16' HEAVY DUTY TRAILERS – 2016/17/20	4	6 yrs. – 1 yr.
20' HEAVY DUTY TRAILER -2015	1	5 yrs.
F250 TRUCK FOR TRANSPORTATION 2015 – DIESEL	1	5 yrs.
F250 TRUCK FOR TRANSPORTATION 2019 – DIESEL	1	1 yr.
F350 TRUCK FOR TRANSPORTATION 2015 – DIESEL	1	5 yrs.
F350 DUALY FOR TRANSPORTATION 2010 – DIESEL	1	11 yrs.

I certify that all equipment listed is **owned** or leased by Elk Ridge Mowing/Construction (Company Name) and that all equipment is available for use on this contract.

Signature: 

Date: March 29, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Item # 11.

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

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

PRODUCER GEICO ONE GEICO BLVD FREDERICKSBURG VA 22412	CONTACT NAME: GEICO	FAX (A/C, No):
	PHONE (A/C, No, Ext): 1-866-509-9444	
INSURED RHONDDA COTTEN DBA ELK RIDGE CONSTRUCTION 451 LA BUENA VISTA DR WIMBERLEY TX 78676	E-MAIL ADDRESS: RICOMMEND@GEICO.COM	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: GOVERNMENT EMPLOYEES INSURANCE CO	NAIC # 22063
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		X	9100128812 03	10/27/2020	10/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City of Dripping Springs 511 Mercer St. / PO 384 Dripping Springs, TX 78620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Bony Tabron</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Item # 11.

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

PRODUCER TrustStar Insurance Services 117 E. Langley Blvd Universal City, TX 78148 210-824-0020	CONTACT NAME: JOYCE BOYD PHONE (A/C, No, Ext): 210-824-0020 FAX (A/C, No): 210-820-3300 E-MAIL ADDRESS: Joyce@truststarinsure.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: SCOTTS DALE INS CO	NAIC # 41297
INSURER B: TEXAS MUTUAL INS CO.	22945
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 ELK RIDGE CONSTRUCTION
 451 LA BUENA VISTA
 WIMBERLEY, TX 78676

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			4202900372	05/22/2020	05/22/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ INCL
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY		<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED		<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001314874	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

SPECIMEN COPY ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THE CGL POLICY INCLUDES A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. GL IS PRIMARY & NON CONTRIBUTORY.

THE CGL & WC POLICIES INCLUDE A BLANKET WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

CERTIFICATE OF INTERESTED PARTIES

FORM Item # 11.
1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Elk Ridge Mowing
Wimberley, TX United States

Certificate Number:
2021-731438

Date Filed:
03/28/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Ground Maintenance
Ground Maintenance of City Property and Parks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

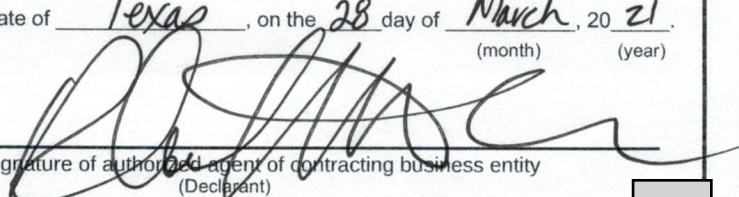
6 UNSWORN DECLARATION

My name is Rhonda Cotten, and my date of birth is 3-28-67.

My address is 451 La Buena Vista Dr. (street), Wimberley (city), Tx (state), 78676 (zip code), Hays (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 28 day of March, 20 21.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

Applicators are required to keep certificates of completion for 12 months following renewal of a license. 4 TAC§7.24(s)


Regulations and statutory provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have any questions regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at www.TexasAgriculture.gov. For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.

TEXAS DEPARTMENT OF AGRICULTURE
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847


COMMERCIAL PESTICIDE APPLICATOR LICENSE

RHONDDA COTTEN



451 LA BUENA VISTA DRIVE
WIMBERLEY TX 78676

License No: 0764691
Effective Date: 01/31/2020
Expires: 01/31/2021



Front side

Categories: 3A


Descriptions:

1A Field Crop	3A Landscape Maint
1B Fruit, Nut, & Veg	3B Nursery Plant Prod
1C Pasture & Rangeland	4 Seed Treatment
1D Vertebrate Pest	5 Vegetation Mgmt
1E Farm Commodity Pest Control	6 Aquatic
1F Animal Health	7 Demonstr & Research
1G Citrus	8 Reg Pest Control
1H Livestock Prot Collar	9 Aerial Application
1I M-44 Device	11 Soil Fumigation
2 Forest Pest Control	12 Public Health Pest Control (Vector)

Back side

LAMINATION ADVISED: Please cut out along heavy black lines, placing front and back sides together, and laminate.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov




COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

RHONDDA COTTEN
451 LA BUENA VISTA DRIVE
WIMBERLEY TX 78676

License No: 0764691
Effective Date: January 31, 2020
Expires: January 31, 2021
Categories: 3A



REFERENCES FOR ELK RIDGE CONSTRUCTION

Item # 11.

REFERENCE #1

1. CONTRACT NAME CITY OF GEORGETOWN
ADDRESS 300-1 INDUSTRIAL AVE, GEORGETOWN, TX 78627
PHONE NUMBER 512-819-3141
CONTACT PERSON MIKE WELCH, PLANT OPERATIONS SUPERINTENDENT
EMAIL ADDRESS MIKE.WELCH@GEORGETOWN.ORG
2. CONTRACT DESCRIPTION / SCOPE OF WORK PROVIDED: ALL CURRENT WASTEWATER & WATER DISTRIBUTION FACILITIES (9 SITES/50 ACRES) GROUND MAINTENANCE SERVICES.
3. DATES OF SERVICE: 8/2017 - TO CURRENT

REFERENCE #2

1. CONTRACT NAME CITY OF GEORGETOWN #2
ADDRESS 300-1 INDUSTRIAL AVE, GEORGETOWN, TX 78627
PHONE NUMBER 512-931-7685
CONTACT PERSON ERNEST VIDAURE JR, WATER SERVICES OPERATIONS
EMAIL ADDRESS ERNEST.VIDAURE@GEORGETOWN.ORG
2. CONTRACT DESCRIPTION / SCOPE OF WORK PROVIDED: ALL CURRENT COLLECTION/DISTRIBUTION STATIONS FACILITIES (56 SITES, 85 ACRES) GROUND MAINTENANCE SERVICES.
3. DATES OF SERVICE: 11/2017 TO CURRENT

REFERENCE #3

1. CONTRACT NAME TRAVIS COUNTY PARKS & NATURE RESERVES
ADDRESS 700 LAVACA, SUITE 540, AUSTIN, TEXAS 78701
PHONE NUMBER 512-854-1271 MAIN OFFICE
CONTACT PERSON(S) WADE POWELL, LAND MGMT SUPVISR - 817-713-7568
EMAIL: WADE.POWELL@TRAVISCOUNTYTX.GOV
STEVE DISMUKES, SR. MAINTENANCE TECH, PARKS
DIVISION-512-940-4760
EMAIL: STEVE.DISMUKES@TRAVISCOUNTYTX.GOV
2. CONTRACT DESCRIPTION / SCOPE OF WORK PROVIDED: ALL TRAVIS COUNTY SPECIALTY PARKS & RECREATIONAL AREAS (9 SITES - 75.8 ACRES) AND GREENBELTS/FLOOD PROPERTIES (18 SITES - 85 ACRES) GROUND MAINTENANCE SERVICES.
3. DATES OF SERVICE: 05/2017 TO CURRENT

RFP:
Grounds Maintenance
Item # 11.

San Marcos Publishing, LP

Wimberley View • Century News

P.O. Box 49, Wimberley, Texas 78676
(512) 847-2202

State of Texas
County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 1 week on the following dates:

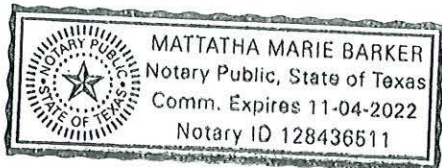
March 18, 2021
----- 2021
----- 2021
----- 2021

The said General Manager, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

[Signature]
Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 17th day of March, 2021 to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for Hays County, Texas



PUBLIC NOTICE

Notice is hereby given that the City of Dripping Springs is soliciting Bids for Ground Maintenance on City Property and Parks.

REQUEST FOR BIDS: "Ground Maintenance on City Property and Parks"

Sealed Bids, must be submitted in one (1) original, (5) copies, and one (1) electronic copy (in PDF format) on CD or flash drive and shall be delivered to:

City of Dripping Springs, City Administrator
511 Mercer St./P.O. 384
Dripping Springs TX 78620

Bids must be submitted by 4:00 PM on March 29, 2021, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

Contractors interested in bidding on the City Properties are required to attend a tour of the City Properties on March 22, 2021 at 10 a.m. If interested in participating in the tour, please contact Craig Rice, Maintenance Director at crice@cityofdrippingsprings.com by 4:00 p.m. on March 19, 2021. The purpose is to ask questions about the contract requirements and to understand the areas to be maintained.

If additional information is requested please email questions to crice@cityofdrippingsprings.com. Bid information may be picked up at the above address or viewed online at the city website at <http://www.cityofdrippingsprings.com/>.



**REQUEST FOR BIDS
CITY OF DRIPPING SPRINGS, TEXAS
GROUND MAINTENANCE ON CITY PROPERTY AND PARKS**

Sealed Bids, one (1) original, (5) copies, and one (1) electronic copy (in PDF format) on CD or flash drive shall be delivered to the City of Dripping Springs, City Administrator, 511 Mercer St, Dripping Springs TX 78620, at or before: 4:00 PM on March 29, 2021, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

NOTICE TO BIDDERS

Contractor shall provide all necessary labor, material, and equipment to provide grounds maintenance services for the City of Dripping Springs starting on or about October 1, 2021, and ending on or about September 30, 2022, and subsequent renewal periods in strict accordance with the terms, conditions, and provisions of this solicitation.

Sealed bids addressed to the City of Dripping Springs, 511 Mercer Street, Dripping Springs, Texas, 78620, will be received from Contractors interested in providing grounds maintenance services as specified by the City of Dripping Springs, Texas for a NON-EXCLUSIVE CONTRACT DURATION OF ONE (1) YEAR, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS.

THE AGREEMENT SHALL BE A NON-TRANSFERABLE AGREEMENT.

Contractors interested in bidding on the City Properties are required to attend a tour of the City Properties on **10 a.m. on March 22, 2021 meeting at City Hall**. If interested in participating in the tour, please contact Craig Rice, Maintenance Director at crice@cityofdrippingssprings.com by 4:00 p.m. on March 19, 2021. The purpose is to ask questions about the contract requirements and to understand the areas to be maintained.

Bidders should inspect the locations as shown on maps located in *Exhibit "B"* prior to the pre-bid conference and prior to submitting bids in order to be fully aware of the scope of the services required. Bidders should use *Exhibit "A"* to determine the sealed bid price. Failure to do so will not relieve the successful bidder from performing in accordance with the strict intent and meaning of the specifications at the awarded bid price. There will be no additional cost to the City.

Contract awards for the grounds maintenance project areas will be made to the lowest, responsive, responsible bidder. The lowest and best value bids are those, which result in the lowest cost to the City of Dripping Springs for the complete grounds maintenance program to be performed by a

qualified bidder. The City reserves the right to reject any and all bids and to waive any and all irregularities. Evaluation criteria are below.

The Contractor may bid for all grounds maintenance as outlined in this Request for Bids and the attached exhibits or for part of the maintenance based on specified bundles. The bundles are:

- (a) City Parks;
- (b) Street Right-of-Way and Detention Ponds;

NO PRE-SUBMITTAL CONFERENCE: A pre-submittal conference will not be held, but the tour listed above is required.

EVALUATION CRITERIA:

Selection of the Contractor will be based on qualifications and rates. Criteria shall include:

- (a) the purchase price;
- (b) the reputation of the Contractor and of the Contractor's services;
- (c) the quality of the Contractor's goods or services;
- (d) the extent to which the services meet the City's needs;
- (e) the Contractor's past relationship with the City; and
- (f) the Contractor's equipment:

EQUIPMENT: Bids shall include a complete "list of machinery and equipment available". This list will be used to determine whether the bidder can adequately perform the required work. All equipment the bidder anticipates committing to this contract should be included in the listing. Bidder should be able to demonstrate adequate back-up equipment or plan to allow for breakdowns. See: *Exhibit "E"* "List of Machinery and Equipment".

Insufficient and/or inadequate equipment, as determined by the City of Dripping Springs, is cause for rejection of a proposal. The right is reserved to thoroughly inspect and investigate the establishment, facilities, business reputation, and other qualification of any bidder and reject any bid, irrespective of price, if it shall be determined lacking in any of the essentials necessary to assure acceptable standards of performance.

Should this solicitation fail to contain sufficient information in order for interested contractors to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested contractor may in writing request clarification from Craig Rice, Maintenance Director, no later than five (5) days prior to the required time and date for sealed bid proposal submission. The interested contractor shall email a copy of the written clarification request to the Maintenance Director, Craig Rice, at crice@cityofdrippingsprings.com. Written requests from interested firms and written responses by the City will be provided to all Applicants. Besides the site visit listed above, this is the only permissible contact with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City.

2.0 GENERAL CONTRACT REQUIREMENTS

INSURANCE: The Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under the agreement awarded through this bid process. The contractor shall file with the City of Dripping Springs, prior to the commencement of services, a certificate of insurance documenting the required insurance as outlined in the City of Dripping Springs Insurance Requirements listed in *Exhibit "D"*.

Insurance certificates satisfactory to the City must be received before contractor can begin work. Failure to supply and maintain such insurance shall be a breach of contract. Insurance certification must be supplied to:

City of Dripping Springs
511 Mercer St. /P.O. 384
Dripping Springs, Texas 78620

CONFLICT OF INTEREST: A statement indicating the Applicant has no conflict of interest with the City of Dripping Springs, including any past or present employees or past or present elected officials of the City. **THE CIQ FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL. THE FORM IS AVAILABLE HERE: [HTTPS://WWW.ETHICS.STATE.TX.US/FORMS/CIO.PDF](https://www.ethics.state.tx.us/forms/cio.pdf)**

Applicants will also be required to complete a 1295 form from the Texas Ethics Commission available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

3.0 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE CLAIMS

DAMAGES: In the event a written claim for damages against the Contractor remains unsettled at the time payment for work on the project is pending, City is authorized to withhold from said payment, at City's discretion, the amount of said claim, unless the Contractor shall submit written evidence satisfactory to City that the claim has been settled and a release has been obtained from the claimant involved, or good faith efforts have been made to settle such outstanding claims, and such good faith efforts have failed.

4.0 SCOPE OF WORK

Work shall consist of specific grounds maintenance activities at City properties as required by established maintenance schedule. Contractor shall be responsible for removing all litter, mowing all turf, and removing all grass clippings from hard surfaces. The process of blowing grass clippings and other debris into the adjoining street or roadway will not be permitted. Mowing should be accomplished by discharging grass away from the street, parking lot or other roadways, i.e. towards the center portion of the median or park. Should grass clippings be deposited onto the sidewalk, gutter, or roadway, they must be swept and removed or blown back onto the grass in the median, traffic divider, or park. Gutters, sidewalks, and roadways must provide a clean surface or the appearance of being swept. Blowing of grass clippings into creeks, lakes, or ponds is also prohibited.

A. DEFINITIONS:

“CITY” City refers to the City of Dripping Springs.

“MAINTAIN” shall mean the tasks and time periods established by the City for the mowing season within which all prescribed maintenance activities for each area shall be completed.

“MOWING SCHEDULE” Mowing and maintenance shall be performed based on the schedules attached as *Exhibit “A”*.

Note: Contractor will be paid only for work actually accomplished during the established mowing cycle, unless due to weather or other valid reason the City has granted an extension to the scheduled mowing cycle.

“CONCURRENT” shall refer to all mowing, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must have litter removed the same day the mowing occurs and, and mowed grass shall be blown or swept off of all curbs, gutters, sidewalks, trails and other hard surfaces.

“MAINTENANCE AND BILLING CYCLE” shall refer to each time period in the mowing schedule for the mowing season. Each time period is defined by a beginning and ending date during which, all prescribed maintenance activities for each area shall be completed.

“INCLEMENT WEATHER” shall mean rainy/wet weather or when the condition of the soil is such that the rutting of property will occur and cutting of grass cannot be accomplished safely, or satisfactorily that is, in a manner that will not “rut up” or cause any damage to the turf.

“TRASH AND LITTER” shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape. This is inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, creeks, etc. An acceptably policed area that is considered neat and clean shall be free of such trash and litter. Any illegal dumping should be reported to the City. An illegal dump site will be defined as a pile of debris larger than 3 cubic yards or about the size of a refrigerator.

“TRIMMING” shall include using a line trimmer, grass clippers, etc. to complete trimming of grass, shrubs, trees, etc.

“HEIGHT OF CUT” shall refer to the setting of mowing equipment to cut grass to a height of three (3) inches for project areas designated for 14-day and 30 day or more mowing cycles. The City may make changes in the height requirements. Mowing below the heights

stated above may result in liquidated damages when turf is damaged, e.g., scalping occurs. Repeated damage to turf may result in contract termination.

“CLUMPED GRASS CLIPPINGS” shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds six (6) inches in height. These clumps are typically found in areas where mowing equipment has turned, reversing directions.

“CITY PARKS” City of Dripping Springs Charro Ranch Park, Founders Memorial Park, Sports and Recreation Park, and Dripping Springs Ranch Park as outlined in maps in *Exhibit “B”*.

“STREET RIGHT-OF-WAY AND DETENTION PONDS” Rob Shelton Blvd., Founders Park Rd., and various detention ponds as outlined in maps in *Exhibit “B”*.

B. GROUNDS MAINTENANCE AND TRIMMING:

1. Contractor shall remove litter, mow, blow, and go, as specified during the mowing season as specified in specifications.
2. Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the turf area. Failure to remove litter prior to mowing will result in the contractor being required to return to site and remove all new litter as well as all mowed litter. Any papers, cans, or bottles cut or broken, or found, during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.
3. Contractor shall maintain sharp blades on all mowing equipment to cleanly cut, not tear, the blades of grass. All grass shall be cut at a height of three (3) inches. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks and ruts from equipment. Turf shall be cut in a manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curbs, and gutters, parking lots, sidewalks, concrete pads, creeks, lakes, or ponds and/or onto adjacent properties. Any material so discharged shall be removed prior to leaving the project area. The Contractor shall dispose of all trash and litter at an off-site location procured by the Contractor at her/his sole cost and expense.
4. All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely, where applicable. Special care shall be given to trimming around trees and the base of wooden sign posts so as not to inflict damage to the bark of the trees or base of posts. Trim guards should be used on line trimmers when working around trees and ornamental shrubs. All trimming shall be accomplished maintaining a cutting height of one (1) inch, depending on project area and cycle frequency. ALL TRIMMING MUST BE ACCOMPLISHED CONCURRENTLY WITH MOWING OPERATIONS. Trimming can be reduced by chemical edging,

providing the Contractor has the appropriate State of Texas Pesticide Applicators licensing, and, with prior written approval of the City.

5. All vegetation in cracks, seams, and joints of paved areas such as sidewalks, curbs, gutters (two (2) feet out from the curb) and driveways shall be cut down to the pavement surface during the completion of each mowing cycle, where applicable. The use of herbicides to control such growth may be permitted with the prior written approval of the City and in accordance with all applicable State laws and regulations.
6. Contractor shall use reasonable care to avoid damaging buildings, equipment and vegetation on City or any other public or private property. This includes, but is not limited to irrigation heads, valve boxes, sign posts, etc. The Contractor must assess the area to be mowed prior to starting and make necessary adjustments not to cut or damage irrigation heads, plant material, posts, etc. If the Contractor's failure to use reasonable care causes damage to any property, the Contractor shall replace or repair the damage at no expense to the City. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.
7. Trees and shrubs. No pruning of any tree shall be permitted, unless specified otherwise in these specifications. Trash and litter shall be removed from ornamental flower and planting beds during each mowing cycle. Mulch rings shall be reshaped prior to leaving project site when dislodged by mowing equipment. Severe damage to trees will result in replacement or compensation of trees by the Contractor. Failure to replace damaged trees shall be considered a breach of contract and Contractor shall be assessed for damages. Slight or moderate damages to trees will result in assessment of damages.

C. ASSESSMENT OF DAMAGES TO TREES DURING GROUNDS MAINTENANCE OPERATIONS:

1. The Contractor will check trees in the contract area before contract work begins, any damage will be noted in memo form with supporting documentation (picture of tree and location) and reported to the City. Examples include trees that have bark missing on sides/base of trunk and/or exposed roots that exhibit injury from previous mowing or line trimming by others in areas that are to be commonly maintained by the Contractor. A check of all trees may be made at the end of the contract period by City staff. Damages shall be documented by memo to contract file and a copy of the memo provided to the Contractor, and may result in termination of the contract if damages are extensive or repetitive.
2. Contractor may have the option of replacement or payment for severely damaged trees at a location to be designated by City. Severe damage is defined as injury that threatens the viability of the tree (resulting in death of the tree) or severe damage that will result in the slow decline of the tree as interpreted by a certified arborist. Replacement shall be made on caliber inch per caliper inch basis with a minimum size of replacement tree of 2" in caliper. The contractor shall be responsible for the planting, watering, mulching and maintenance of replacement trees for a period of not less than 2 years. Any tree that does not survive the 2 year established period

shall be compensated for by the contractor to City at a rate of \$100.00 per caliper inch.

3. Failure to replace or pay for damaged trees shall result in a breach of contract and the Contractor will be automatically assessed damages. Damages as described herein shall be deducted from payments otherwise due to the Contractor.
4. Cut grass and debris that falls or is thrown by equipment upon the pavement, streets, curb and gutters, sidewalks, driveways or adjacent properties through the action of the work crew, shall be removed prior to leaving the project area.

D. EDGING:

Edging of sidewalks, driveways and curbs, where applicable, shall be accomplished so that grass and weeds do not extend over the edge of the walks, trails, drives or curbs more than ¼ inch nor will they be cut back from the edge of walks, trails, drives or curbs more than ¼ inch.

1. All concrete sidewalks, trails, curbs, walking paths and steps must be mechanically edged exposing concrete surface.
2. The Contractor may use a disc edger on a mower or similar device to edge medians so long as the produced edge meets the standard set forth, above.
3. All material dislodged by edging shall be removed from the site or blown back onto grass areas so as to leave a clean appearance.
4. Concrete sidewalks shall be edged on both sides.

E. SWIMMING POOLS:

1. If the contractor fails to use grass-catching equipment, the contractor may be assessed liquidated damages of a minimum of \$100.00 per incident up to the actual cost to the City to clean up the site.
2. Edging shall be done to keep clippings out of water features. Clippings and trash must be removed ensuring that none gets into water features.

F. PONDS, LAKES, AND CREEKS:

1. Contractor will use care when mowing or edging around lakes, ponds, and creeks.
2. Grass must be directed away from water, but does not have to be caught or removed from area.
3. Failure to comply may result in liquidated damages of \$100.00 per incident.
4. Repeated violations may result in contract termination.

G. HAZARDOUS CONDITIONS: The Contractor is required to notify the City Administrator immediately of any hazardous conditions and/or damage to City property.

- H. SUPERVISION OF WORK CREW: Contractor shall provide supervision of all work crews while performing work under this contract. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.
- I. ORNAMENTAL TREE AND SHRUB TRIMMING: Only ornamental trees and shrubs in planting beds will be maintained, unless specifically identified elsewhere in this bid package. Trimming and pruning shall be accomplished during the normal mowing season to promote healthy, disease-free trees and shrubs. Ornamental shrubs and bushes shall not be trimmed or pruned until after they have finished flowering. All hedges shall be pruned per the contract during the year to maintain an attractive, uniform appearance.
- J. COMPLETION OF WORK: The Contractor must complete the work within a minimum 3 continuous days, or less, once the work begins. Equipment can only be brought to the site the day the contractor starts work and can only be left on site if the crews are coming back the next day. Upon completion of work the equipment must be removed from site until the next cycle.

If for any reason the grounds maintenance cannot be completed, e.g., due to rain or wet grounds, the Contractor must contact the City at 737-701-6714.

CONTACT: The contractor shall provide City with contact information so that the City can contact the Vendor during working hours, or in case of emergency.

5.0 SPECIAL CONTRACT REQUIREMENTS

CONTRACT DURATION FOR THIS NON-EXCLUSIVE AGREEMENT AWARDED THROUGH THIS BIDDING PROCESS SHALL BE FOR A PERIOD OF ONE (1) YEAR WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS, PROVIDING THE CONTRACTOR'S PERFORMANCE IS ACCEPTABLE, THAT BOTH THE CITY OF DRIPPING SPRINGS AND THE CONTRACTOR AGREE, AND THAT THE COSTS REMAIN THE SAME.

6.0 INSPECTION AND ACCEPTANCE

City will monitor the Contractor's activities and ensure the work is performed in accordance with the contract specifications. The City shall record, process and submit all pertinent information to the contract file for determination of termination of contract or for non-renewal.

7.0 PAYMENT

Contractor can be paid after each cycle upon submission of a properly completed and signed, original signature invoice. Contractor shall submit invoices to:

City of Dripping Springs

511 Mercer St. /P.O. Box 384
Dripping Springs, Texas 78620

A properly prepared invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles i.e. 6/1-6/14, project areas, unit cost per project area, and total cost. Incomplete or inaccurate invoices may result in delayed payments, as they shall be returned to the Contractor for correction and re-submittal.

PAYMENT WILL ONLY BE MADE FOR WORK ACTUALLY ACCOMPLISHED: Failure to complete all areas in project area within the current cycle may, solely at the City's option, result in a decrease in the invoiced amount by the amount of the award for the areas not completed within the cycle period.

TIME TO COMPLETE WORK: The Contractor shall maintain the same schedule, as the one submitted to the City at the beginning of the mowing season. The Contractor will be required to maintain all project areas assigned during the maintenance cycles for each project area. Inclement weather may result in the cancellation of a mowing cycle, only if the City determines that there was an insufficient time period during the entire mowing cycle available for the services described to be performed. It shall be presumed that the Contractor can perform said services at the minimum rate of 25 acres per day per project area.

MAINTENANCE SCHEDULE AND LIQUIDATED DAMAGES: Failure on the part of the Contractor to sustain the required maintenance schedule or meet contract specifications may result in liquidated damages. Assessment may be as much as two hundred fifty dollars (\$250.00) per day in liquidated damages for incomplete work in the project area until all work is completed (liquidated damages will not exceed the total dollars for the incomplete project location, per cycle).

NOTE: FAILURE TO MEET THE CONTRACT REQUIREMENTS ON MORE THAN ONE OCCASION WITHIN THE PRESCRIBED MAINTENANCE SCHEDULE MAY RESULT IN THE TERMINATION OF THE CONTRACT.

8.0 DELIVERIES AND PERFORMANCE

NOTE: THE CITY HAS THE AUTHORITY TO CANCEL SCHEDULED MOWING CYCLES ON A WEEK-TO-WEEK BASIS. THE CANCELLATION WILL BE BASED UPON NEED, PREVAILING WEATHER CONDITIONS, AND AVAILABLE FUNDING.

THE CONTRACTOR WILL BE NOTIFIED OF ANY CANCELLATIONS. THE CITY RESERVES THE RIGHT TO PERFORM GROUNDS MAINTENANCE OPERATIONS DURING CANCELED CYCLES.

THE CITY MAY CHANGE THE FREQUENCY OF GROUNDS MAINTENANCE CYCLES FROM 14 TO 30 DAY CYCLES AT ANY TIME.

CONTRACTORS MAY BE CALLED UPON TO PERFORM ADDITIONAL CYCLES OF MAINTENANCE AS REQUESTED WITHIN A ONE WEEK PERIOD OF REQUEST, AT THE PRICE AGREED UPON IN THE CONTRACT FOR 7, 14 OR 30 DAY CYCLES.

9.0 COST OF DEVELOPING SEALED BIDS

All costs related to the preparation of the sealed bids and any related activities are the sole responsibility of the Applicants. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

Attachments:

Exhibit "A" Schedules

Exhibit "B" Maps

Exhibit "C" Example Agreement

Exhibit "D" City of Dripping Springs Contractor Insurance Requirements

Exhibit "E" List of Machinery and Equipment

Exhibit "F" Maintenance Requirements

CITY PARKS			
Charro Ranch Park "CRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance Road, Trail Signs, Park Signs, Picnic, Special Interest Areas			
<i>Maintain areas shown on 30 day cycle during the first week of March, April May, June, September, and first or second week of December; and/or on a per cycle basis according to map or as directed by City Staff.</i>	6		
Cross Country Trail			
<i>Mow March, June, September and last week of November or as directed by City Staff.</i>	4		
Fire Ant Control along trails and bird blind area	3		
	Sub-Total Charro Ranch Park Base Bid		
Charro Ranch park Cross Country Trail Bid Alternate			
<i>Add 8 cycles per year to current 4 cycle maintenance (total 12) on a 30 day cycle or as directed by City Staff.</i>	12		
	Sub-Total Charro Ranch Park Base Bid with Bid Alternate		
Sports and Recreation Park "SRP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Trails, Basketball, Volleyball Courts, Fitness Stations, Park Road, Concessions /Restroom Buildings			
<i>Maintain all areas on 14 day cycle during the months of April, May and June; include weed control and tilling VB court. (8 Cycles)</i>	8		
<i>Maintain all areas once per month (on 30 day cycle) during the first week of February, March, July, September, October and first or second week of December and/or as directed by City. (6 cycles)</i>	6		
SRP Playscape			

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

<i>Mow, trim, remove clippings and rake playground areas in city-owned parks monthly as directed by City.</i>	12		
Fire Ant Control along trails, picnic areas, playground, and restrooms	3		
Adult Softball Fields Perimeter			
<i>Maintenance of perimeter of adult softball fields. Mow, trim and remove clippings with blower from mid-March to end of September; weekly in March, April, May and June, twice monthly in July, August and September (23 Cycles).</i>	23		
		Sub-Total Sports and Recreation Park Base Bid	
<i>Bid Alternate - Mow, trim and edge, remove clippings with blower on two softball fields weekly from mid-March to end of September (29 cycles).</i>	29		
		Sub-Total Sports and Recreation Park with Softball Field Bid Alternate	

Founders Memorial Park "FMP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance, Park Road, Gerald Brumley Garden and Playscape, Swimming Pool Grounds, Park Trails, Common Areas, *Pound House Trail to Southeast Gate and Native Area East of North Parking Lot			
<i>Maintain areas on 14 day cycle in the months of April, May & June. (8 Cycles).</i>	8		
<i>* Walking trail from parking lot and/or playground to the "southeast" side entrance to the Pound House and native area between the north parking lot and Pound House Museum property. The number of mowing cycles for these two locations may be altered/reduced during periods when wildflowers are germinating or present, or until flowers go to seed, per City Staff</i>			
<i>On 30 day cycle, maintain during the first week of February, March, July, August, September, October and first or second week of December; and/or on a per cycle basis as directed by City. (7 cycles)</i>	7		

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

Fire Ant Control along trails, picnic areas, playground, and restrooms	3		
	Sub-Total Founders Memorial Park Base Bid		

Dripping Springs Ranch Park "DSRP"	Number of Cycles	Per Cycle Cost	Annual Total
DSRP "A" section - Park Trails, Ranch House, Park Road, Picnic Area			
<i>Maintain all areas on 14 day cycle, during the first week of March, April, May, June, September, and last week of November and/or on a per cycle basis as requested by the City (11 Cycles).</i>	11		
<i>Maintain all areas on 30 day cycle for the months of February, July, August, October (4 Cycles).</i>	4		
DSRP "B" section – Playscape, Park Sign, Outdoor Arena			
<i>Maintain all areas on 14 day cycle, March, April, May, June, September, October and/or on a per cycle basis as requested by the City (14 Cycles).</i>	14		
<i>Maintain all areas on 30 day cycle for the months of February, July, November (3 Cycles).</i>	3		
DSRP "C" section – Slope adjacent to the Event Center			
<i>Maintain all areas on 14 day cycle, during the first week of March, April, May, June, September, and last week of November and/or on a per cycle basis as requested by the City (11 Cycles).</i>	11		
<i>Maintain all areas on 30 day cycle for the months of February, July, August, October (4 Cycles).</i>	4		
Fire Ant Control along trails, picnic areas, playground, and Ranch House	3		
	Sub-Total DSRP Base Bid		

BID ALTERNATE – Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas	Number of Cycles	Per Cycle Cost	Annual Total
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**City-Owned Parks Ground Maintenance Bid Tab
Base Bid and Bid Alternates**

Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (12 cycles PER PARK).			
<i>Subtotal for Fire Ant Control Bid Alternate at Charro Ranch Park</i>	12		
<i>Subtotal for Fire Ant Control Bid Alternate at Sports and Recreation Park</i>	12		
<i>Subtotal for Fire Ant Control Bid Alternate at Founders Memorial Park</i>	12		
	Sub-Total for Fire Ant Control Bid Alternate		
Total All Bid Options			Annual Total
Subtotal All Parks Base Bid			
Subtotal All Parks with Charro Ranch Park Additional Trail Mowing			
Subtotal All Parks with Additional Fire Ant Control at All Parks			
Subtotal All Parks with Charro Ranch Park Additional Trail Mowing and Additional Fire Ant Control at All Parks			
Subtotal Sports and Recreation Park Bid Alternate for Mowing/Edging Softball Fields (2)			
Total All Parks with All Bid Alternates			

Approved

Company

Date:

CITY PROPERTIES			
Irrigated Walking Trail and Street Median along Rob Shelton Blvd.	Number of Cycles	Per Cycle Cost	Annual Total
<i>Maintain areas on 14 day cycle during the months of April, May, June, July, August, September and October (16 Cycles)</i>	16		
<i>Maintain once per month (on 30 day cycle) during the first week of March and first or second week of December and/or as directed by City Staff (2 Cycles). Mow, manage beds, check irrigation, perform fire ant control.</i>	2		
	Sub-Total Irrigated Walking Trail and Street Median along Rob Shelton Blvd.		
Rob Shelton Blvd. – Blvd Median and ROW between Founders Memorial Park and Hwy 290W	Number of Cycles	Per Cycle Cost	Annual Total
<i>Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (22 cycles).</i>	22		
<i>Maintain once per month (on 30 day cycle) during the first week of January, February, and second week of December or as directed by City (3 Cycles). Mow, manage beds, check irrigation, perform fire ant control.</i>	3		
	Sub-Total Rob Shelton Blvd. – Between Founders Memorial Park and Hwy 290 W		
Rob Shelton Blvd. – Right of way adjacent to corner of Five Star ER and US Hwy 290; approx. location is 333 Hwy 290 E	Number of Cycles	Per Cycle Cost	Annual Total
<i>Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (20 Cycles). Manage landscape beds, perform fire ant control and check irrigation.</i>	20		

City Properties Ground Maintenance Bid Tab
Base Bid and Bid Alternates

Maintain once per month (on 30 day cycle) during the first week of January, February and second week of December or as directed by City. (3 cycles)	3		
	Sub-Total Rob Shelton Blvd. – ROW adjacent to Five Star ER		

Founders Park Rd. – Right of Way to Big Sky neighborhood	Number of Cycles	Per Cycle Cost	Annual Total
Maintain areas on 14 day cycle during the months of April, May, June, July, August, September and October (16 Cycles) Mow, trim and perform fire ant control along ROW and walking trail.	16		
Maintain one per month (on 30 day cycle) during the first week of March and first or second week of December and/or as directed by City Staff (2 Cycles). Mow, trim and perform fire ant control along ROW and walking trail.	2		
	Sub-Total Founders Park Rd. ROW		

Detention Pond – North of Home Depot	Number of Cycles	Per Cycle Cost	Annual Total
Mow detention pond on quarterly basis in March, May, July and October. (4 cycles)	4		
	Sub-Total Detention Ponds		

Detention Pond – North of Home Depot Alternate	Number of Cycles	Per Cycle Cost	Annual Total
Add five mowing cycles to existing quarterly mowing schedule. New schedule will include 30 day mowing cycles in March, April, May, June, July, August, September, October and 2nd week of December (9 cycles)	9		
	Sub-Total Detention Ponds Alternate		

Total All Bid Options			Annual Total
Grand Total - Rob Shelton Blvd., Founders Park Rd. ROW & Detention Pond-Home Depot Lot			

City Properties Ground Maintenance Bid Tab
Base Bid and Bid Alternates

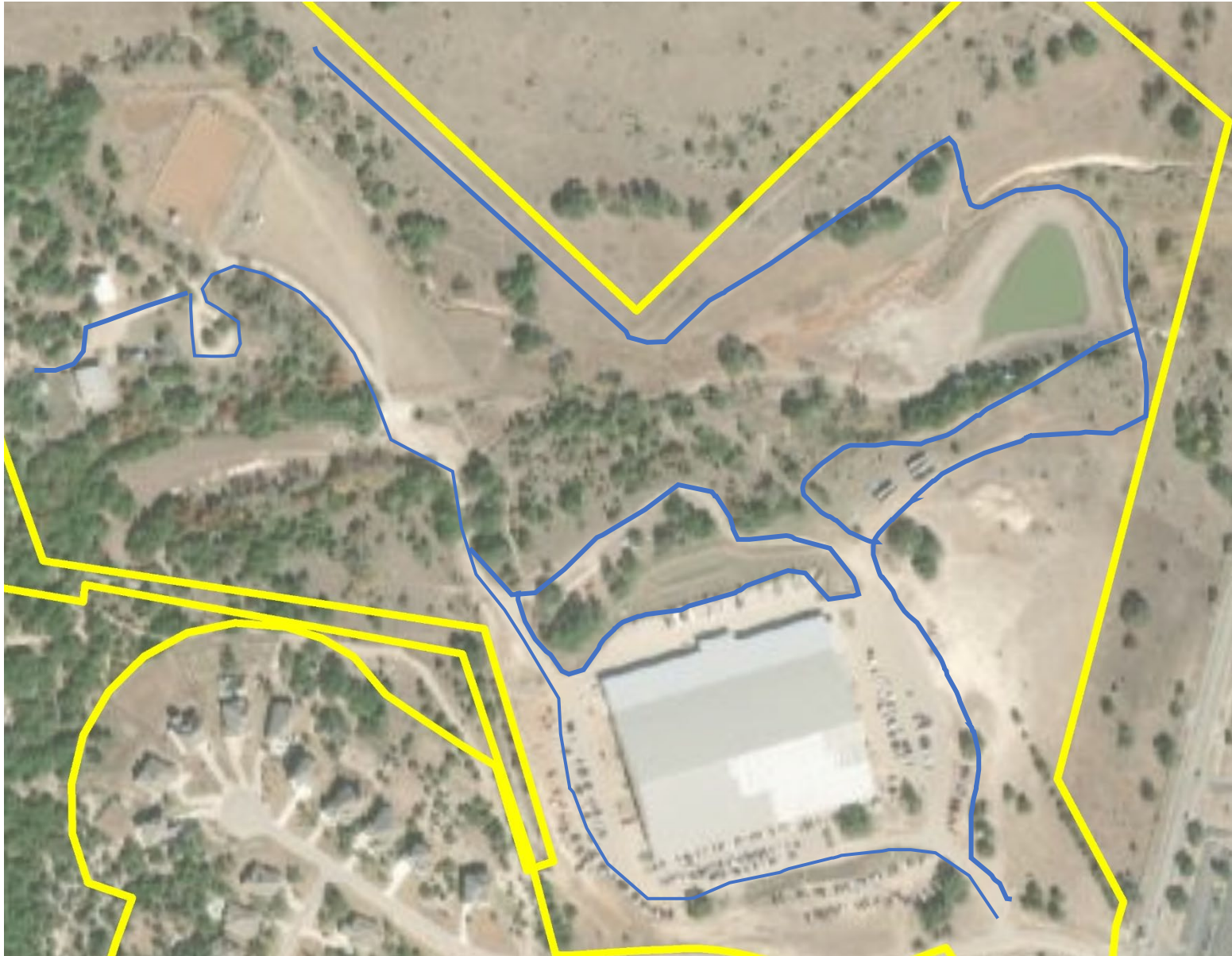
Item # 11.

Grand Total/Bid Alternate - Rob Shelton Blvd., Founders Park Rd. ROW with BID ALTERNATE FOR DETENTION PONDS ADJACENT TO HOME DEPOT PARKING LOT	
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Approved _____ Company _____ Date: _____

Dripping Springs Ranch Park
1042 Event Center Dr.

Item # 11.



Dripping Springs Ranch Park
1042 Event Center Dr.

Item # 11.



Dripping Springs Ranch Park
1042 Event Center Dr.

Item # 11.



Founders Memorial Park

419 Founders Park Rd.



Sports and Recreation Park

27148 Ranch Road 12 Dripping Springs, TX 78620



Right of Way

Founders Park Road & Rob Shelton Blvd

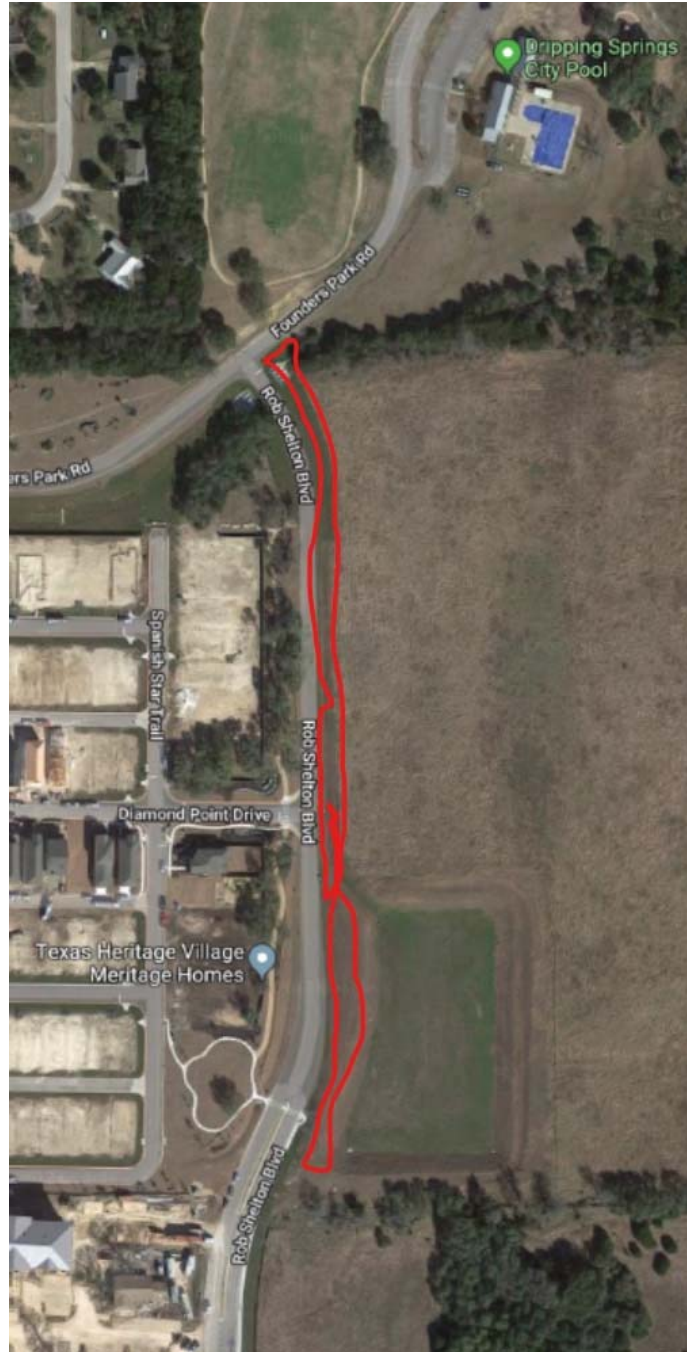


EXHIBIT "B"

Founders Park Rd. ROW



Right of Way

Northeast Corner of RR 12 and Mercer St



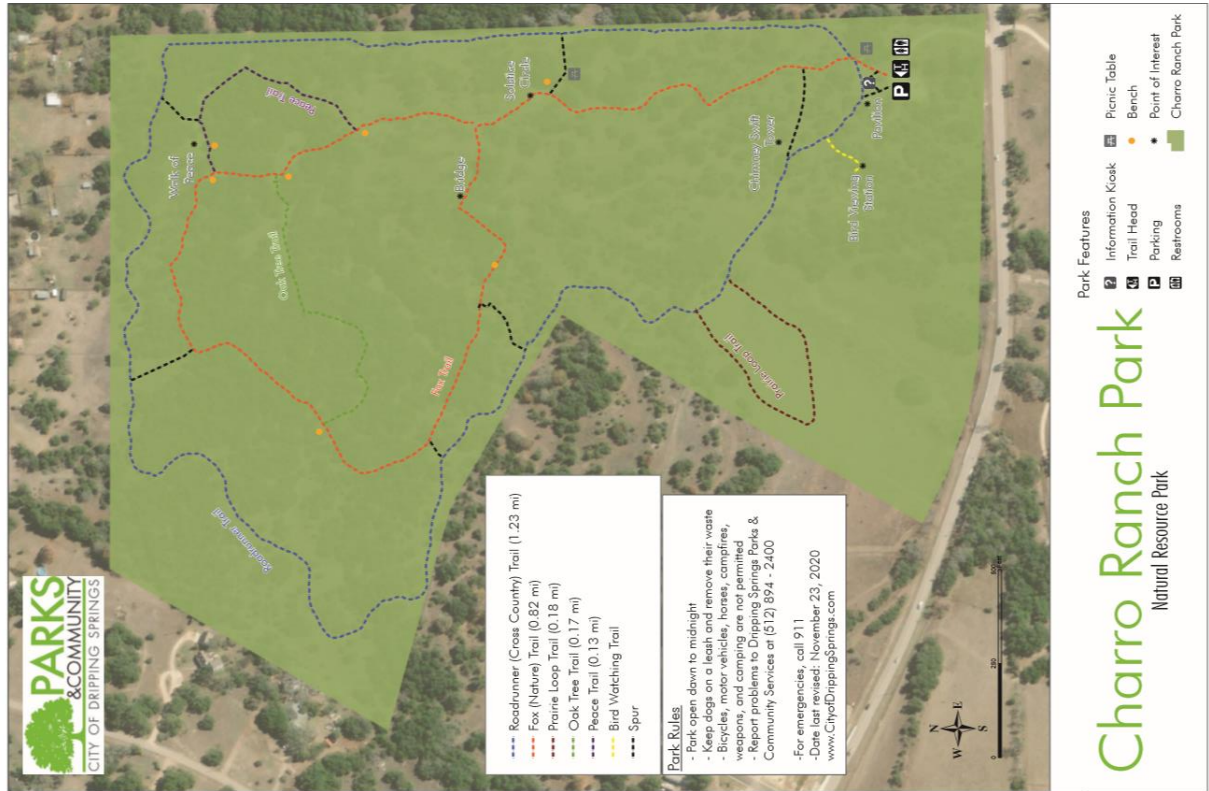
Detention Pond– Home Depot Parking Lot

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



Charro Ranch Park

22690 W FM 150



AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND CONTRACTOR

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

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

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

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

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

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

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

ARTICLE I. DEFINITIONS

A. City Properties: Charro Ranch Park, Founders Memorial Park, Sports and Recreation, Dripping Springs Ranch Park, Rob Shelton Blvd., Founders Park Road, various detention ponds, and additional properties as assigned. *[THIS SECTION DEPENDS ON BUNDLE BID AND AGREED TO]*

B. Trash and Litter: shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape.

ARTICLE II. SCOPE OF WORK

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

a mowing schedule attached in Exhibit "C".

ARTICLE III. PERFORMANCE

A. Contractor's Duties

1. Maintenance. Contractor shall remove litter, mow grass, blow debris as specified in the Maintenance Requirements and Mowing Schedule (attached and incorporated as Exhibits "A" Maintenance Requirements and Exhibit "C" Mowing Schedule) during maintenance of the City Properties.

2. Equipment. Contractor, at its sole expense, shall provide all necessary equipment to conduct the Maintenance required under this Agreement in an efficient manner.

3. Hazardous Conditions. The Contractor shall notify the City Administrator immediately of any hazardous conditions and/or damage to City property.

4. Supervision of Work Crew. Contractor shall provide supervision of all work crews while performing the Work. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times.

5. Completion of Work. The Contractor shall complete the Work within a minimum of three (3) continuous days, or less, once the work begins. Equipment shall only be brought to the site the day the Contractor starts work and shall only be left on site if the crews are returning the next day. Upon completion of work the equipment must be removed from site. In the event Work cannot be completed, e.g., due to rain or wet grounds, the Contractor must contact the City Administrator.

6. Invoicing. Contractor shall prepare an invoice for work completed and submit the invoice to the City for payment. The rates for the work must not exceed the rates per cycle in the Bid Form (Exhibit E). The invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles (i.e. 6/1-6/14), project areas, unit cost per project area, and total cost. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal. Contractor shall submit a properly completed invoice to the City.

7. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Agreement. Contractor shall, at its sole expense, maintain during the full term of this Agreement, insurance coverage with limits not less than those provided in this Agreement with insurers licensed to do business in the State of Texas and acceptable to the City. Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. The Contractor's insurance policy shall be endorsed to include the City as an additional insured, and the Certificate of Liability shall be submitted to the City at least ten (10) days prior to commencing

work. The insurance coverages shall be as shown in **Exhibit "D"**.

B. City's Duties

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

ARTICLE IV. MISCELLANEOUS PROVISIONS

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

this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

7. **INDEMNIFICATION.** CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.

5. **LIQUIDATED DAMAGES.** FAILURE ON THE PART OF THE CONTRACTOR TO SUSTAIN THE REQUIRED MAINTENANCE OR PERFORM UNDER THIS AGREEMENT MAY RESULT IN LIQUIDATED DAMAGES. THE CITY ASSESS TWO HUNDRED FIFTY DOLLARS (\$250.00) PER DAY IN LIQUIDATED DAMAGES FOR INCOMPLETE WORK UNTIL ALL WORK IS COMPLETED (LIQUIDATED DAMAGES WILL NOT EXCEED THE TOTAL DOLLARS FOR THE INCOMPLETE PROJECT LOCATION, PER CYCLE).

6. **Term.** The term of this Agreement shall be for one (1) year to commence on **October 1, 2021** and ending on **September 30, 2022**. The City and the Contractor have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods.

7. **Notice.** Any notice and or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:

Michelle Fischer
City Administrator
City of Dripping Springs
511 Mercer Street/P.O. Box 384
Dripping Springs, Texas 78620

If to the Contractor: Owner
CONTRACTOR

8. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City

a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

9. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

10. Law & Venue. This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.

11. Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter. This Agreement may be amended only by written consent of both Parties.

CITY OF DRIPPING SPRINGS:

CONTRACTOR

Bill Foulds, Jr., Mayor

Owner

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENTS:

Exhibit "A": Maintenance Requirements

Exhibit "B": Maps

Exhibit "C": Mowing Schedules

Exhibit "D": Insurance Requirements

Exhibit "E": Contractor Bid

CITY OF DRIPPING SPRINGS CONTRACTOR'S INSURANCE REQUIREMENTS

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

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

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

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

Type of Contract Type and Amount of Insurance

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

City of Dripping Springs Grounds Maintenance Requirements

Founders Memorial Park - 419 Founders Park Road

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

FMP "A"

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

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

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

1. Park Entrance

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

2. Park Road

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

3. Gerald Brumley Garden

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

4. Playscape Structure and Surface

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

5. Walking Trail to Pound House Museum Property Gate

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

6. Common Areas, Park Trail,

- **Common Areas Around Multi-Purpose Fields**

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

- **Common Areas Around Pound House Museum, Pavilion, and Playscape**

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

- **Park Trail (.71 miles)**

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

- **Open Space Maintenance – Native Area**

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

Fire Ant Control

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

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

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

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

City of Dripping Springs Grounds Maintenance Requirements

Rob Shelton Boulevard

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

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

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

- Maintain median and east side of boulevard as indicated on the map or as directed by City Staff.
- Mow, trim and remove clippings on 14 day cycle during the months of March, April, May, June, July, August, September, October and November (20 cycles). Manage landscape beds, perform fire ant control and check irrigation.
- Maintain once per month on 30 day cycle during the first week of January, February and second week of December or as directed by City. (3 cycles) Mow, manage beds, check irrigation and perform fire ant control on right of way and median.

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

- Mow, trim and remove clippings on 14 day cycles during the months of March, April, May, June, July, August, September, October and November (20 cycles).
- Maintain once per month (on 30 day cycle) during the first week of January, February and second week of December or as directed by City. (3 cycles)
- Maintain right of way as indicated on map included in this packet.

City of Dripping Springs Grounds Maintenance Requirements

Sports and Recreation Park - 27148 Ranch Road 12

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

SRP "A"

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

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

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

1. Park Trails and Park Road

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

2. Basketball Court, Volleyball Court, Fitness Stations

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

3. Picnic Areas

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

4. Concession/Restroom Buildings

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

5. Common Areas

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

6. Playscape Structure and Surface

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

7. Adult Softball Fields Perimeter

- Maintain at a height of 3 inches. Mow, trim and remove clippings from mid-March to end of September; weekly in March, April, May and June, twice monthly in July, August and September (23 cycles). Include common area between fields and 20 feet beyond fence in outfield where possible.

EXHIBIT F

Item # 11.

Bid Alternate for Adult Softball Fields

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

Successful bidder will mow the turf of the fields weekly at a height of two inches, from mid-March through September (approximately 29 cycles). The successful bidder will also be charged with trimming the inside fence line of the softball field around the infield and outfield. In addition, the successful bidder will maintain a clean edge behind the base path where it transitions into the outfield. The successful bidder would also treat fire ant mounds as needed on the outfields.

Fire Ant Control

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

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

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

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

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

Detention Pond - Home Depot Parking Lot

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

Bid Alternate

Detention Pond - Home Depot Parking Lot

Mow, trim and remove clippings in detention pond.

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

City of Dripping Springs Grounds Maintenance Requirements

Charro Ranch Park - 22690 W. FM 150.

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

CRP "A"

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

Bid Alternate

Charro Ranch Park Cross Country Trail – Increased Maintenance

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

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

Fire Ant Control

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

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

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

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

**CLARIFICATIONS REGARDING
BID
CITY OF DRIPPING SPRINGS, TEXAS**

“GROUNDS MAINTENANCE”

REQUEST FOR BIDS: “Ground Maintenance on City Property and Parks”

Sealed Bids, must be submitted in one (1) original, (5) copies, and one (1) electronic copy (in PDF format) on CD or flash drive and shall be delivered to:

**City of Dripping Springs, City Administrator
511 Mercer St./P.O. 384
Dripping Springs TX 78620**

Bids must be submitted by **4:00 PM on March 29, 2021**, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

Contractors interested in bidding on the City Properties are required to attend a tour of the City Properties on March 22, 2021 at 10 a.m. If interested in participating in the tour, please contact Craig Rice, Maintenance Director at crice@cityofdrippingsprings.com by 4:00 p.m. on March 19, 2021. The purpose is to ask questions about the contract requirements and to understand the areas to be maintained.

If additional information is requested please email questions to crice@cityofdrippingsprings.com. Bid information may be picked up at the above address or viewed online at the city website at <http://www.cityofdrippingsprings.com/>.

As part of the Bidding process, interested persons are able to request additional information from the City regarding the Bid and its process. The following additional information is available:

Question 1. Charro park

Just the roadrunner trail

And special interest areas.

- A. How many special interest spots are there (names)?**
 - a. There are 4 special interest spots. (Bird viewing area, Solstice Circle, Walk of Peace, and Chimney Swift bird house)
- B. The entrance inside the wooden fence area, is that a mow area (where the bird viewing, information board, etc.) are? And/or is that area included with the entrance to the park and parking area?**
 - a. This area not designated as part of the entrance and parking area. This area would fall under the Trail Signs, Picnic Areas, Park Furniture that will need perimeter

mowing around park furniture/signs approximately three (3) feet wide where terrain allows.

Question 2. Sports complex

A. The perimeter of the adult softball area. How far off the fence line is required?

a. Approximately twenty (20) feet wide where terrain allows.

B. Mowing the ASBF...is just that. The grassy area inside the fence, correct? Not everything around the field (announce booth, area between both fields, the front/back slopes, ditches etc).

a. For the base bid for the Adult Softball Fields perimeter mowing this includes common area between fields and 20 feet beyond fence in outfield where possible. This would include the areas mentioned if they are located within twenty feet of the perimeter.

b. For the alternate bid for the Adult Softball Fields, mowing and edging would consist of the area inside the fence line only.

C. The median from the Sports park to the holiday Inn. Maintenance includes, weed control, shrub and trees and irrigation checks, correct?

a. This is correct.

D. The Area that runs the opposite side of the HEB (rob sheldon prkway). All maintenace from the road to the fenceline. From 290 to the current street (turn to go to Home Depot), correct?

a. The walking trail on the opposite side of HEB (Rob Shelton Blvd.) mowing and edging from the street to the fenceline down to the Home Depot driveway. Mowing down the driveway is not part of the City's responsibility.



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

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: June 8, 2021

Agenda Item Wording: **Discuss and consider approval of a Wastewater Service and Fee Agreement between the City of Dripping Springs and Blue Ridge 3, LLC regarding the Blue Ridge Office Park.**

Agenda Item Requestor: Ginger Faught, Deputy City Administrator

Summary/Background: This Wastewater Service Agreement addresses wastewater service for the proposed Blue Ridge Office Park located at 26228 RR 12 and Blue Ridge Drive (hereafter “Blue Ridge”). The Owner is Blue Ridge 3, LLC (“Owner”) The proposed agreement is based on our standard wastewater agreement. Salient points of the proposed Agreement are listed below.

- 1) LUEs made available to Blue Ridge Tract
 - a. 4 LUEs for office buildings
 - b. LUEs are immediately available
- 2) Facilities and easements
 - a. Owner pays all costs of building onsite and offsite facilities to connect.
 - b. After offsite facilities are built, they will be conveyed to the City.
 - c. Owner acquires all necessary easements at Owner’s cost.
- 3) Deadlines:
 - a. LUE’s are reserved for two years only. Owner must connect by that time.
- 4) Circumstances that result in loss of LUEs and impact fees refunded upon receiving impact fees from others:
 - a. Failure to meet deadlines specified above.
 - b. Failure to make required payments.
- 5) Payments – Developer must pay the following
 - a. Impact Fees
 - i. Due within 90 days of the effective date of the agreement.
 - ii. Refundable only if not used and recovered from another customer.

- b. Reservation Fees
 - i. \$50/month/LUE is due beginning the first day of the month after the Effective Date
- c. Owner pays for City inspection and review and legal fees.

Attachments: 1. WW Agreement

Next Steps/Schedule: If approved, execute agreement and file with city record.

WASTEWATER SERVICE AND FEE AGREEMENT

This Wastewater Service and Fee Agreement (“Agreement”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the “City”), and Blue Ridge 3, LLC (Owner”), whose address is 13800 Evergreen Way, Austin, Texas, 78737, Attn: Chuck Lemmond.

RECITALS:

- A. Owner is the owner of land with the legal description of: Lot 3, Blueridge Section 1, Plat Vol. 2, page 41, which is developed land located within the corporate limits of the City (the “Land”).
- B. Owner intends to develop the Land with new improvements and infrastructure pursuant to a site development permit from the City.
- C. Owner wishes to receive wastewater service for the Land through the City’s System and to connect to the System through the City’s wastewater collection line.
- D. The Parties wish to enter into this Agreement providing for, among other things, the timing and payment of wastewater Impact Fees for service to the Development.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE I DEFINITIONS

1.1 Agreement. This contract between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

1.2 Chapter 395: Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

1.3 City. The City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.

1.4 City Engineer: The person or firm designated by the City Council as the wastewater engineer for the City.

1.5 City Utility Standards. City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as enacted and as they may be amended thereafter from time to time, and expressly including the following chapters of the City’s Code of Ordinances and all related regulations and permits:

- (a) Utilities (Chapter 20)
- (b) Development and Water Quality Protection (Chapter 22)
- (c) Building Regulations (Chapter 24)

(d) Subdivision and Site Development (Chapter 28)

1.6 Contractor. A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land.

1.7 Development. The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the Site Development Permit.

1.8 Impact Fees. Impact Fees adopted by the City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance, Sec. 20.02.005, Sewer Services of Chapter 20, Utilities of the Code of Ordinances of the City of Dripping Springs, Texas. The amount of the Impact Fee shall be in an amount that is equivalent to the impact fee amount for new wastewater service adopted and assessed by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance at the time the Impact Fee becomes due.

1.9 Land. That land at 26228 RR 12 in Dripping Springs, Hays County, Texas, as shown on Exhibit A and more particularly described in Exhibit B.

1.10 LUE. Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

1.11 Notice. Notice as defined in § 7.2 of this Agreement.

1.12 Owner. Blue Ridge 3, LLC, a Texas limited liability company.

1.13 Onsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land and the connection point, as shown on the attached **Exhibit C**.

1.14 Offsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land and located between the Onsite Facilities and the connection point shown on the attached **Exhibit C**. The Offsite Facilities include the actual physical connection between the Onsite Facilities to the Offsite Facilities.

1.15 Party. Individually, the City or the Owner and any successors and assigns, as permitted by this Agreement.

1.16 Site Development Permit. A site development permit under Article 28.04, Chapter 28 (Subdivisions and Site Development) of the City's Code of Ordinances, as it may be amended from time to time.

1.17 System. The City's South Regional Wastewater Treatment System, including the City's wastewater treatment plant and all of the City-owned collection facilities transporting wastewater to that plant.

ARTICLE II SERVICE TO THE DEVELOPMENT

2.1 City Wastewater Service. The City will become the exclusive provider of wastewater collection and treatment service to the Development through the City's System in an amount up to 4 LUEs. The City will make this retail wastewater service available to the Land upon Owner's construction and connection of the Onsite and Offsite Facilities pursuant to this Agreement. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

2.2 Commercial Application for Wastewater Service. Owner has executed and filed with the City a completed copy of the City's form of application for wastewater service to the Development.

2.3 Site Development Permit. Nothing in this Agreement approves the Owner's application for the Site Development Permit for the Land, which remains subject to staff approval under City ordinances and regulations governing such permits.

ARTICLE III INFRASTRUCTURE CONSTRUCTION, CONNECTION AND DEDICATION

3.1 Construction Standards. Owner shall construct all Onsite and Offsite Facilities in compliance with (a) this **Article 3**; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

3.2 Construction Warranty and Guarantee. Any facilities to be dedicated to the City shall have a contract warranty with a guarantee of at least 2 years, enforceable by the City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to the City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes the Owner and its permitted assigns, including the City, and (ii) include the following provision:

"Immediately before the expiration of the 2-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and the OWNER. The Engineer and the OWNER shall be given not less than 20 days' notice prior to the anticipated date of guaranteed expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the OWNER, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse.”

The Owner shall provide a copy of the contract to the City upon execution, assign the contract to the City as provided in § 3.9, and shall immediately advise the City of any notice it receives under this provision, and send the City a copy of the notice as provided in this Agreement.

3.3 Onsite Facilities. Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost. Owner agrees to complete the Onsite Facilities within 365 days of the City’s issuance of the Site Development Permit for the Land.

3.4 Offsite Facilities. Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within 365 days of the City’s issuance of the Site Development Permit for the Land.

3.5 Construction Plan Review and Approval. The City has the right to review and approve all plans and specifications for the Offsite and Onsite Facilities, and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Onsite and Offsite Facilities with the City for review and approval. Construction of the Onsite and Offsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner’s contractor(s) and the City Engineer, and the applicable City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

3.6 City Inspections. The City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Offsite and Onsite Facilities, including any connections to onsite structures and to the City’s System. In addition, the Owner or its Contractor shall notify the City when the Facilities are ready for final inspection and connection to the City’s System. If the City concurs that construction of the Facilities is substantially complete, then the City will schedule a final inspection by the City within twenty (20) days. After such final inspection, the Owner shall timely correct any punch list items. Unless otherwise agreed by the City staff, the final inspection shall not be scheduled until after a visual inspection using video camera technology of the entire completed Offsite Facilities is performed at Owner’s sole cost and expense and a copy of the resulting video is provided to the City. Owner shall notify the City in advance, and give the City an opportunity to witness the visual inspection.

3.7 Review and Inspection Fees. With respect to wastewater improvements to or for the Land, Owner shall pay City all of the City Engineer’s fees (plus a 20% administrative fee mark-up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.

3.8 City Acceptance of Offsite Facilities. After completion of the Onsite and Offsite Facilities in accordance with the construction standards of this Agreement, the City’s final inspection, and

the Owner's completion of any punch list items to the City's satisfaction, the Owner will dedicate and the City agrees to accept the Offsite Facilities for dedication to the City's System.

3.9 Conveyance of Offsite Facilities. Within sixty (60) days after the City's acceptance of the Offsite Facilities under § 3.8, the Owner shall convey them to the City as follows. Owner shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer that are reasonably necessary to convey the Offsite Facilities as well as:

- (a) all warranties secured for their construction;
- (b) all bonds, warranties, guarantees, and other assurances of performance;
- (c) all record drawings, easements and project manuals and all other documentation related to the Offsite Facilities; and
- (d) all easements required by **Article 4.**

Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the Offsite Facilities shall become part of the City's System.

3.10 Connection to the System. After Owner has transferred the Offsite Facilities to the City as provided in § 3.9, the City will schedule connection to the City's System; however, the City may require construction of the Offsite Facilities to include the physical connection to the City's System. After connection to the City's System, the Owner shall connect all wastewater flows up to 4 LUEs from the Land to the City's System in compliance with the City's Wastewater Ordinance.

3.11 Delivery of Drawings. The Owner shall cause to be delivered to the City any as-built drawings and electronic files for all Onsite and Offsite Facilities within thirty (30) days after final inspection.

ARTICLE IV EASEMENTS

4.1 Grant of Easements. Before starting to construct the Offsite Facilities, Owner must have acquired, at no cost to the City, all wastewater easements necessary for the Offsite Facilities. Owner shall grant the easements for the Offsite Facilities provided to the City as required in § 3.9 in the form attached as **Exhibit D.** The City shall record the easements in the deed records of Hays County, Texas. The City acknowledges that some or all of the Wastewater Infrastructure may be located in existing public rights-of-way that do not have to be acquired by Owner.

4.2 Facility Easements. Owner shall acquire and maintain all easements necessary for Onsite Facilities and Offsite Facilities at no cost to the City in the form attached as **Exhibit D.**

ARTICLE V FEES AND CHARGES

5.1 Impact Fees Within 90 days of the Effective Date, Owner shall pay Impact Fees (also referred to as “connection fees”) to the City in the amount specified by Chapter 20, Article 20.02.005(1)(B) of the City’s Code of Ordinances (as amended or replaced) for the 4 LUEs reserved to serve the Land. Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees. This Agreement is an agreement providing for the time and method of payment of the Impact Fees and an owner’s voluntary request for reservation of capacity pursuant Chapter 395. If this Agreement expires before service begins, then the City will refund the Impact Fees paid, without interest, only upon recovering them through Impact Fee payments from other customers for additional connections.

5.2 Monthly Payments. Beginning on the first day of the month after the Effective Date, Owner shall begin making monthly payments to the City in the amount of \$50.00 per month per LUE for each of the 4 LUEs reserved to serve the Land (the “LUE Fee”). The LUE Fee is in lieu of a monthly wastewater bill for such LUEs and, among other things, for the City’s costs of operating and maintaining sewer mains or lines to serve the Land. The LUE Fees shall be due before the 15th day of each month. Owner shall continue to pay the City the monthly LUE Fees for each reserved LUE unless and until the LUE is connected to the System or released pursuant to this Agreement.

5.3 Release of LUEs.

- (a) If Owner does not pay the City its monthly LUE Fees pursuant to § 5.2, then the City may send a notice to Owner of such default and, if the default is not cured within thirty (30) days, then the City may either (a) enforce the Owner’s continuing monthly payment obligations for unpaid LUE Fees or (b) release reserved LUEs for which fees have not been paid. If the City chooses to release the LUEs in this manner, then the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs and may enforce the Owner’s monthly payment obligations through the date of this § 5.3(a) notice.
- (b) If Owner is not in default on its monthly payment obligations, it may voluntarily release and terminate its monthly LUE Fee payment obligations for any or all of the unused LUEs by sending ninety (90) days prior notice to the City specifically identifying the number and service area of the LUEs being released; ninety (90) days after such notice, the Owner will have no further monthly LUE Fee payment obligation for, and City shall have no further service obligation for, such released LUEs.
- (c) At any time after two years after service to the Development begins, the City may release any or all of the unconnected reserved LUEs and terminate its § 2.1 wastewater service commitment with respect to those unconnected LUEs by sending Notice to the Owner. Such termination shall be effective immediately.

Line Extension Charges. In addition to Impact Fees, Owner agrees to pay any applicable line extension charges for in compliance with Article 20.05 (Wastewater Line Extension) of the City's Code of Ordinances.

5.4 Other Fees and Charges. Payment of Impact Fees and Line Extension Charge as provided above will satisfy the Owner’s Impact Fee and Extension Line Charge obligations for the requested capacity of 4 LUEs. After any part of the Onsite Infrastructure is connected to the System, wastewater service to the Land remains subject to all other charges and regulations as provided in the City’s Code of Ordinances, Chapter 20, including additional impact fees for expanded or new development. Owner agrees to remain in compliance with Article 20 at all times, including monthly payment obligations and other wastewater regulations.

5.5 Landlord Guarantee. As authorized by City Ordinance, the City’s bill for wastewater service is based on average winter water use for each water meter. By law and regulation, including orders of the Texas Commission on Environmental Quality, the City is authorized to suspend or terminate water service to a customer’s water meter for non-payment of the customer’s wastewater bill. The owner intends to separately meter and sell individual units of the Development; however, if Owner leases any of the single-family units, or (subject to issuance of a Site Development Permit) constructs multi-family units, Owner agrees to be responsible for, and to guarantee payment of, deposits and monthly service bills for all tenants.

**ARTICLE VI
TERM AND TERMINATION**

6.1 Term. This Agreement remains in effect so long as the City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VI.

6.2 Termination for Non-Use. This Agreement expires on April 13, 2024, unless a substantial portion of the Development has been constructed and connected to the System as provided in this Agreement.

6.3 Termination for Breach. In the event Owner breaches this Agreement, City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If the Owner fails to cure the breach within 60 days of that notice, then the City may send a second notice describing the breach and the Owner’s failure to cure. Owner’s failure to cure the breach within 30 days after the second notice gives the City the right to terminate this Agreement by sending a termination notice.

**ARTICLE VII
MISCELLANEOUS**

7.1 Governing Law, Jurisdiction and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

7.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a “Notice”) shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:

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

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

To Owner:

Blue Ridge 3, LLC
 13800 Evergreen Way
 Austin, Texas, 78737
 Attn: Chuck Lemmond

7.3 Assignment. Owner may not assign this Agreement without the written consent of the City, in its sole discretion. This Agreement is binding on Owners’ successors and assigns, including future owners of any land or structures within the Development.

7.4 Amendment. This Agreement may be amended only with the written consent of the Owner and approval of the governing body of the City.

7.5 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

7.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

7.8 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term “include” or “including” means to include “without limitation.” Any provision of this Agreement that provides for the agreement or approval of the City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

7.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

7.10 Force Majeure. If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

7.11 Professional Fees. Owner agrees to place funds into the City’s escrow account, as necessary from time to time, to pay the City’s reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

7.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A Map of the Land
- Exhibit B Legal Description of the Land
- Exhibit C Map of Connection Point
- Exhibit D Form of Easement

7.13 **Effective Date.** The Effective Date of this Agreement is April 13, 2021.

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

Andrea Cunningham, City Secretary

Bill Foulds, Jr., Mayor

Date

STATE OF TEXAS
COUNTY OF HAYS

This instrument was executed by Bill Foulds, Jr. before me on this the ____ day of _____, 2021.

Notary Public, State of Texas

OWNER

Blue Ridge 3, LLC

Charles Lemmond, Member

Cameron Cox, Member

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Charles Lemmond in the capacity set forth above, and before me on this the ____ day of _____, 2021.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Cameron Cox in the capacity set forth above, and before me on this the ____ day of _____, 2021.

Notary Public, State of Texas

Exhibit A
Map of the Land

Exhibit B
Legal Description of the Land

Lot 3, Blueridge Section 1, Plat Vol. 2, page 41

Exhibit C

Map of Connection Point

Exhibit D
FORM OF EASEMENT

EASEMENT

STATE OF TEXAS §
 §
 §
COUNTY OF HAYS §

KNOW ALL PEOPLE BY THESE PRESENTS:

**CITY OF DRIPPING SPRINGS
SANITARY SEWER EASEMENT**

THAT _____, a _____
_____ (“Grantor”) of Hays County, Texas, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas (“City”), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A and as depicted in the plat attached hereto as Exhibit B (“Easement Area”), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities (“Sanitary Sewer Easement”). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area, other than a fence, without the City’s prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the _____ day of _____, 200__.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was executed by _____

before me on this the ____ day of _____, 20____.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT "A"

Legal Description of Easement Area

[To include a 25-foot (measured at right angles to the pipeline corridor) construction easement for use by the City during installation or repair of the wastewater lines.]

[page break]

EXHIBIT "B"

Drawing of Easement Area



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

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: 06/08/2021

Agenda Item Wording: **Discuss and consider approval of a professional service agreement with Freese & Nichols Engineering for PS&E design of the Rob Shelton pedestrian improvements CSJ 0914-33-087 funded by the 2019 TxDOT TASA grant program.**

Agenda Item Requestor:

Summary/Background: The City was awarded funding for pedestrian improvements along Rob Shelton Blvd in the 2019 TxDOT Transportation Alternatives Set Aside program. The City published an RFQ for PS&E design and received three SOQs. Using the TxDOT approved selection process, Freese & Nichols was selected and City staff negotiated a scope and fee. The scope, fee, and PSA have all been approved by TxDOT. The cost of PS&E design will be paid by the City and applied as an in-kind contribution for the 20% match required for the TASA grant. The in-kind contribution in the grant application was listed as \$220,329. The PS&E design cost negotiated with the consultant is \$239,139. The City negotiated the Environmental clearance cost (\$61,476) as time and materials not to exceed. The Environmental clearance is anticipated to be a categorical exclusion so the cost for the clearance should be significantly less than the \$61,476. The project let date is June 2022 and design can begin as soon as the PSA is executed.

Commission Recommendations:

Recommended Council Actions: City staff recommends approval.

Attachments:

Next Steps/Schedule: Send to City Secretary for execution.

SCOPE OF WORK FOR PS&E PHASE SERVICES
Pedestrian Improvements along Rob Shelton Blvd.
from Sports Park Road to Founders Park Road

The Consultant shall provide design, engineering, surveying and other services required for the preparation of plans, specifications and estimates (PS&E) and related Concept Site Plan and Full Site Plan permitting documents for the City of Dripping Springs (City). These services may include, but are not limited to, surveying, roadway and bridge design, hydrologic and hydraulic design, safety illumination design, and traffic signal design.

Services include development of PS&E for the construction of Pedestrian / Bicycle Improvements along the corridor. A description of each segment and the proposed improvements are as follows:

- A. At Founders Park Road and Rob Shelton Blvd. – The existing granite pathway ending approximately 240 ft. south of the intersection will be extended north across Founders Park Road and connecting to the existing path. A bridge will be installed over the existing drainage channel parallel to Founders Road. A hydraulic model to determine the hydraulic opening will be required in accordance with TxDOT criteria and submitted for approval by the City and the State.
- B. 240 south of Founders Road continuing South to the Heritage Village Pedestrian Bicycle Crossing – the existing granite trail is considered acceptable and will remain in-place without modifications.
- C. the Heritage Village Pedestrian Bicycle Crossing to North of US 290 Intersection – re-stripe existing roadway to accommodate bicycle path on both sides of the road.
- D. At US 290 and Rob Shelton Blvd. – Improvements to the intersection to facilitate a safer pathway for bicycles and pedestrians. Improve signals to accommodate pedestrian pathways at all 4 sides. A bridge will be installed over the existing drainage channel parallel to US 290. A hydraulic model to determine the hydraulic opening will be required in accordance with TxDOT criteria and submitted for approval by the City and the State.
- E. From South of the intersection with US 290 to Sports park Road – construct 5' concrete pedestrian pathway with 5' buffer along both sides of the roadway. A pathway is not required from the Home Depot Entrance the South YMCA ROW line. A segment of sidewalk is required from Sports Complex road to the YMCA on the West side of Rob Shelton Blvd.

Traffic signs and striping will be incorporated throughout the project to promote pedestrian / Bicycle safety.

1. Project Management and Administration

1.1. Progress Reporting and Invoicing

The Consultant shall invoice according to task breakdowns shown in this scope for Engineering Services. The Consultant shall submit each invoice in the template format provided by the City. The Consultant shall submit a monthly Project Status Report to City's Project Manager regardless of whether the Consultant is invoicing for that month. The Consultant's Project Status Report shall include at a minimum:

- Summary of work completed during invoice period
- Upcoming work activities, tasks and milestones
- Scope elements added, changed or removed
- Outstanding issues, concerns or risks to scope, schedule and/or budget(costs)
- Issues and actions taken to remedy
- List of meetings attended
- Updated Production Schedule, include percentage of completed by task

**SCOPE OF WORK FOR PS&E PHASE SERVICES
Pedestrian Improvements along Rob Shelton Blvd.
from Sports Park Road to Founders Park Road**

- Any corrective actions taken or proposed for schedule recovery

Deliverables:

- Monthly Project Status Reports

1.2. Project Meetings/Workshops

Attend progress meetings, as required, to monitor the development of the project. Meeting attendance shall be billed on a loaded hourly basis. Meetings may include, but are not limited to, the following:

- PS&E Kickoff Meeting (1 meeting estimated at 2 hours, attendance is limited to Consultant PM and PP)
- Project Progress/Coordination Meetings (bi-weekly meetings estimated at 1 hour each; one meeting per month; attendance is limited to Consultant PM and PP)
- 2 Meetings with TxDOT Env staff to discuss Env documentation comments
- 2 Meetings with TxDOT hydraulics personnel to discuss comments to hydraulic model and scour analysis

Deliverables:

- Meeting agendas for all meetings/workshops
- Meeting/Workshop exhibits
- Meeting/Workshop presentations
- Meeting minutes and documentation of meeting/workshop process and outcomes within five (5) working days of meetings/workshops

1.3. Scheduling/Coordination

The Consultant shall coordinate issues and communications with City's internal resource areas through CITY's PM. CITY will communicate the resolution of issues and provide the Consultant direction through CITY's PM. The Consultant shall prepare a design production schedule using the latest version Microsoft Project or Primavera P6. The schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements utilizing the outlined work breakdown structure provided by CITY. The Consultant shall schedule milestone submittals at 60%, 90% and final project completion phases. The Consultant shall notify CITY immediately if the Consultant is not able to meet scheduled milestone dates. The Consultant shall be responsible for directing and coordinating work activities to comply with applicable policies and procedures, and to deliver that work on time. The Consultant shall coordinate consistency of plans and administration of invoices and monthly progress reports.

Deliverables:

- Monthly detailed project design schedule
- Schedule of Deliverables

1.4. Contract Time Determination (CTD)

The Consultant shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar days (based on CITY standard definitions of calendar) at the 90% and Final PS&E milestone. The schedule must include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. Prior to initial submission of the CTD, the Consultant shall provide a basis of estimate outlining assumptions of durations and production rates for the major work tasks and phases.

Deliverables:

**SCOPE OF WORK FOR PS&E PHASE SERVICES
Pedestrian Improvements along Rob Shelton Blvd.
from Sports Park Road to Founders Park Road**

- Basis of Contract Time Determination Estimate Memorandum
- Construction Time Determination estimate in printed and electronic .pdf format at the 60%, 90% and 100% Final PS&E milestones

1.5. Right-of-Entry

The Consultant shall notify CITY of the anticipated need to enter property outside of the existing right-of-way to perform any surveying, environmental, engineering or geotechnical activities needed to execute the required scope of services and shall provide CITY with a list of the TCAD Property ID's for those properties. The CITY shall obtain Right-of-Entry (ROE) from the Property Owner on behalf of the Consultant.

1.6. Consultant Quality Assurance (QA) and Quality Control (QC)

The Consultant shall perform on-going quality assurance and quality control (QA/QC) to verify completeness of product and compliance with the contract Quality Control Plan (QCP) and applicable design criteria for deliverables.

Deliverables:

- Consultant's internal mark-ups (.pdf) and comment response log developed as part the Consultant's quality control process

1.7. Milestone Submittal Acceptance/Technical Reviews

The Consultant shall submit plans and supporting documents at the 60%, 90%, and 100% milestones.

Deliverables:

- Plans and applicable supporting documents at the 60% (Concept Site Plan), 90% (Full Site Plan) and 100% milestones.
- For 60% and 90% submittals, City review requires the consultant to prepare and provide the following documents:
 - Summary table of design waivers, variances, and/or alternative compliance requests from City Land Development Code, Transportation Criteria Manual, Drainage Criteria Manual, Environmental Criteria Manual, Utilities Criteria Manual, and other required codes and regulations. For waivers requiring Board and Commission or City Council approvals, consultant will prepare justification letters and exhibits for requested variances

1.8. Use of Standards

The Consultant shall identify and utilize the applicable, current adopted City of Dripping Springs, City of Austin or State Standard Details, or miscellaneous details that have been previously approved for use. The Consultant shall sign, seal, and date each Standard and miscellaneous detail(s) if the standard selected has not been adopted for use or if the standard is modified for use on the project. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Consultant shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.

1.9. Design Controls

The Consultant shall inform the City of design exceptions, waivers, and variances that may affect delivery of the project. The Consultant shall continue to identify, prepare exhibits, and complete necessary forms for design exceptions and waivers within project limits prior to the 60% review. These exceptions shall be provided to CITY for coordination and processing of approvals.

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1.10. General Design Criteria

As applicable, the Consultant shall prepare work in accordance with the latest version of City and/or State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include, but are not limited to, the following

- TxDOT Roadway Design Manual
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)
- National Association of City Transportation Officials (NACTO) Urban Street Design Guide and Urban Bikeway Guide
- AASHTO Guide for the Development of Bicycle Facilities
- TCEQ Edwards Aquifer Protection Program
- City of Dripping Springs / City of Austin / TxDOT: Transportation Criteria Manual (TCM), Drainage Criteria Manual (DCM), Utilities Criteria Manual (UCM), Environmental Criteria Manual (ECM), City Land Development Code, and other City and/or State approved manuals, as may be applicable

The Consultant shall continue to update and maintain the Design Summary Report (DSR).

Deliverables:

- Updated/Revised DSR to include new and/or updated design criteria - to be submitted prior to 60% review

2. Survey Criteria

2.1. Design Survey

Provide a partial topographic and tree survey of Rob Shelton Boulevard located in Dripping Springs, Hays County, Texas, from Sports Park Road to Founders Park Road being approximately 4,390 linear feet. The survey will focus primarily on collecting existing conditions from road gutter line or edge of paving to the apparent right of way (ROW) line in specific areas on both sides of Rob Shelton Boulevard.

- a. 3 primary control points will be set along the route established by 2-hour GPS static session and processed through OPUS. Primary control will be 1/2" iron rods with red caps stamped "Maestas Control". TxDOT will be contacted to acquire any benchmarks along Highway 290 near the project site that can be included into the control network.
- b. Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone (4204), NAD83 (2011). Elevations will be referenced to NAVD88 and tied to TxDOT vertical control.
- c. Secondary control will be established along the length of the project, if needed.
- d. Differential leveling will be performed through all primary and secondary control to maintain vertical accuracy.
- e. Monumentation and other evidence at the intersection of Highway 290 and Rob Shelton Boulevard will be recovered to establish existing ROW.

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- f. The topographic/design survey will include the location of all improvements and visible utilities within the survey limits as stated above.
- g. To avoid crews working within high volume traffic lanes at Highway 290, Maestas will utilize our LiDAR mapping system to collect any data needed within the road area.
- h. Cross sections will be taken at 50-foot stations along straight segments of the proposed route and 25-foot stations in any curved segments. All major grade breaks and drainage features will be included.
- i. Survey will extend past stated limits at two areas that have proposed pedestrian bridges as deemed necessary to support hydraulic calculations; being at Founders Park Road and Highway 290.
- j. Hardwood trees that are 8 inches in diameter and larger will be located and tagged, indicating the size, species, and canopy radius of each tree, as defined by ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION, Sec. 28.06.004 and Sec. 28.06.059.
- k. Perform partial boundary retracement at the HEB property for easement acquisition.

2.2. Deliverables

- a. 2D MicroStation planimetric file
- b. 3D MicroStation DTM file including break-lines and 1-foot contours.
- c. DTM TIN file
- d. ASCII point file
- e. Photographs and field notes that are necessary to clearly convey information for design; to include all drainage structures
- f. Tree Table
- g. Control Sheet
- h. Easement plat and legal description affecting HEB property

2.3. Assumptions

- 1. A full topographic survey will be performed at the intersection with Highway 290 that will consist of all improvements being located ROW to ROW for up to 100 linear feet in all directions from the curb returns at said intersection.
- 2. The Surveyor shall notify the client prior to performing the work if:
 - a. Traffic Control cannot be managed by the Surveyor's personnel.
 - b. The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.

3. Environmental Document (Categorical Exclusion)

The services to be provided by the Engineer shall include preparation of a Categorical Exclusion (CE) document and associated public involvement. The limits of the CE shall be from approximately the

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intersection of Rob Shelton Boulevard to the intersection of Rob Shelton Boulevard and Sports Park Road. All work on the project shall conform to the applicable requirements of TxDOT. All work to be performed shall be subject to review and approval by the City of Dripping Springs and TxDOT. Following review of each technical report, Engineer will make all required revisions and resubmit the final documents to TxDOT for processing.

The work required is described below according to each task to be performed.

3.1. Task 1 – Initial Coordination and Project Scope for Environmental Review Documents

The Engineer shall coordinate with TxDOT to determine the type of CE to be prepared, the technical reports that will comprise the CE and will attend up to six meetings with TxDOT during the development of the CE to discuss progress and any issues. The technical reports assumed to be required are listed below.

3.2. Task 2 – Data Collection

In addition to the data described earlier, the Engineer shall collect and review environmental data specific to the project and the project area. The Engineer shall gather information for the existing conditions such as existing facility and roadway network, land use and demographics. The Engineer shall collect, review and evaluate available and appropriate data pertaining to the project area, including but not limited to, land use maps, aerial photography as available, demographic maps, census information, historical and archeological site listings, Potential Archeological Liability Map (PALM), digital orthophoto quadrangle maps, national wetland inventory maps, floodplain maps, Hays County Soil Survey, hazardous materials database information, traffic data for existing year and proposed design year, proposed letting schedule, accident data, design study report, drainage report, and any other pertinent information related to this proposed project.

3.3. Task 3 – Right-of-Entry Letters

Our understanding is that all work will be conducted on City or TxDOT right of way. The Engineer shall prepare a list of required Right-of-Entry (ROE)'s. City shall prepare and send letters to those property owners where ROE is needed in order to perform the environmental onsite investigations.

3.4. Task 4 – Air Quality Analysis

Our understanding is that this project will not affect vehicular traffic flow and will not require a detailed quantitative air quality analysis. Similarly, since the existing traffic volumes and the projected design year traffic volumes do not exceed 140,000 vehicles per day, a Traffic Air Quality Analysis shall not be required. Standard recommended template language per TxDOT's Air Quality SOU shall be used in the CE. Since the existing traffic volumes and the projected design year traffic volumes do not exceed 140,000 vehicles per day, FNI will prepare a qualitative MSAT analysis.

This scope and fee does not include detailed quantitative air quality analysis. This service may be added by supplemental agreement if required.

3.5. Task 5 – Cultural Resources

Project Coordination Requests

Non-Archeological Historic Resources

Engineer will prepare a Non-Archeological Historic Resources Project Coordination Request for review and comment by TxDOT-ENV. FNI assumes a non-archeological resource survey will not be required.

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Archeological Resources

Engineer will prepare a coordination letter to the Texas Historical Commission (THC) to determine if any previously recorded sites or archeological surveys occur within or near the proposed project area. FNI assumes an archeological resource survey will not be required. This scope does not include formal National Register eligibility testing of archeological sites or mitigation of adverse effect through data recovery or other means. If required, these services would be performed at additional cost.

3.6. Task 6 – Community Impact Assessment

Census bureau data collected under Task 1 will be used to complete TxDOT's Community Impact Assessment Technical Report Form. The Engineer will attach all required supporting documentation.

3.7. Task 7 – Water Resources Report:

The Engineer shall document compliance with Section 402 of the Clean Water Act (CWA): Texas Pollutant Discharge Elimination System (TPDES), Construction General Permit (CGP) requirements. The Engineer shall identify any impaired waters using the latest Texas Commission on Environmental Quality (TCEQ) Section 303(d) Clean Water Act list. The Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRM) for Brazoria County shall be analyzed with respect to the proposed project and the information documented in the CE. This task includes preparing an exhibit to include any 100 year floodplain locations. The Engineer shall delineate the boundaries of any wetlands and the Ordinary High Water Mark (OHWM) and width of any streams located within the proposed ROW. The Engineer shall assess what type of permit, if any, is required for any potential impacts to waters of the U.S., including wetlands, as part of Section 404 the federal Clean Water Act and prepare the Water Resources Technical Report.

3.8. Task 8 – Tier I Site Assessment:

The Engineer shall complete the Tier I Sites Assessment fillable form to document the impacts of the project on wildlife and vegetative resources in the project area including federal and state listed threatened and endangered species and other species of concern. Engineer will attach all required supporting documentation. The Engineer will fill out the Species Analysis.

3.9. Task 9 – Hazardous Materials

The Engineer shall conduct an initial hazardous materials assessment for the proposed project to identify sites within the project area that may have experienced soil and/or groundwater contamination by hazardous materials. Consultant will complete TxDOT Hazardous Material Initial Site Assessment Form for the project area and surrounding areas.

Other Documents

It is assumed that the following tasks not performed shall include but not be limited to: U.S. Coast Guard Section 9 and U.S. Army Corps of Engineers Section 10, the Texas coastal management program, coastal barriers, Section 4(f) Evaluation, or U.S. Department of Interior's National Inventory of River Segments in the National Wild and Scenic River System.

3.10. Task 10 – Public Meeting

This scope and fee does not include conducting or hosting a Public Meeting or a Meeting of Affected Property Owners (MAPO). This service may be added by supplemental agreement if required.

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3.11. Task 11 – Notice Affording Opportunity for Public Hearing

Upon receiving Satisfactory for Further Processing from TxDOT, the Engineer shall prepare the Notice Affording Opportunity for Public Hearing for publication in the Austin American Statesman, a local newspaper, and a, if needed, Spanish newspaper for review and approval by TxDOT. The Engineer shall publish the Notice in the Austin American Statesman (in English), a Spanish newspaper in Spanish, and a local newspaper (in English), twice (30 days prior to the deadline for requesting a hearing and approximately 10 days prior to the deadline). The Notice shall also be mailed to all adjacent property owners and other identified interested citizens approximately 30 days prior to the deadline.

This scope and fee does not include conducting a public hearing.

3.12. Task 12 – Traffic Noise Analysis

The project does not affect vehicular traffic therefore, we do not anticipate TxDOT requiring a traffic noise analysis. A traffic noise analysis is not included in the proposed scope of work. This service may be added by supplemental agreement if required.

This scope assumes building permits will not be issued for development adjacent to the proposed project prior to the date of public knowledge (per the noise guidance, the date of public knowledge is the date of the approval of the categorical exclusion (CE)). Detailed noise abatement analyses associated with currently unknown development adjacent to the project is not included in this scope of services, but it can be provided as an additional service upon written authorization by the City. This scope also does not include services associated with hosting or participation in a noise workshop.

4. Roadway Design

4.1. Typical Sections

The Consultant shall prepare existing and proposed typical sections for roadways and structures. Typical sections must include width of travel lanes, direction of travel, shoulders, outer separations, border widths, curb and gutter, curb offsets, median islands, sidewalks, and other pertinent cross-sectional elements, as well as the ROW. The typical section must also depict proposed gradeline, centerline, pavement section material types and depths, sodding or seeding limits, traffic barriers, SUP/sidewalks, and station limits.

4.2. Earthwork (Cut and Fill Quantities)

The Consultant shall develop earthwork quantities and provide final design cross sections at 50 foot intervals and at intersections, culvert crossings, or other areas of impact as determined by the Consultant. The Consultant shall provide OpenRoads templates and supporting design files used to generate the design cross sections. Annotation shall include at a minimum stationing, existing and proposed ROW/easements, cross-slopes, side-slopes, offset distances to grade breaks, etc. The Consultant shall submit cross sections at the 60%, 90%, and final submittals. The Consultant shall also submit the current OpenRoads generated 3D model for each submittal.

4.3. Cross Streets

The Consultant shall provide intersection layouts detailing the pavement and drainage designs at the

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intersection of each cross street. The layouts must include horizontal and vertical alignments, curb returns, geometrics, transition lengths, street names, stationing, pavement elevations, drainage details, contours, and ADAAG compliance items and other non-standard facilities for bicycles and pedestrians.

4.4. Pedestrian and Bicycle Facilities

The Consultant shall coordinate with the City to incorporate pedestrian and bicycle facilities. Pedestrian and bicycle facilities must be designed in accordance with the latest ADAAG, the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities, National Association of City Transportation Officials (NACTO) Urban Street Design Guide and Urban Bikeway Guide, and 2016 Mobility Bond Corridor Design Standards.

Consultant shall submit to TDLR (through Registered Accessibility Specialists) for review at 90% in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents
- Perform the final inspection of the project upon completion

The proposal excludes services to determine compliance with other federal, state, or local accessibility requirements such as Public Rights-of-Way Guidelines (PROWAG) and accessibility requirements of building and housing codes such as the International Building Code (IBC).

4.5. Urban Design, Landscape Architecture and Placemaking

The Consultant shall coordinate with City to incorporate plans, sections, details, specifications and estimates that describe the proposed urban design and placemaking improvements, in the hardscape, landscape, and irrigation plans. The urban design and placemaking improvements shall be limited to: pavement treatments and materials, crosswalk treatments, bicycle racks, and park benches.

Deliverables:

- Roadway Plan sheets in accordance with the PS&E submittals
- Urban Design/Hardscape Plan sheets in accordance with the PS&E submittals
- Typical design cross-sections on 11x17 .pdf format sheets
- Design cross sections on 11x17 .pdf format sheets
- Design files in 2D and 3D (as applicable) (.dgn format)
- OpenRoads 3D model, template library and supporting files used in the 3D model generation

5. Drainage

A proposed hydraulic analysis is required at two locations for the proposed project. One is for the channel on the south side and running parallel to Founders Park Road. The second is for the proposed channel on the south side and parallel to US 290. Both analysis will be for the purpose of installing a pedestrian bridge over each creek.

5.1. Drainage Design Criteria

The Consultant shall utilize current adopted design criteria for City of Dripping Springs and TxDOT in preparing the hydraulic analysis.

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5.2. Complex Hydraulic Design and Documentation

The Consultant shall provide the following services:

- Gather pertinent information regarding existing drainage facilities and features from existing plans and other available studies or sources.
- Perform a hydrologic impact analysis using the Rational Method to determine if the increased impervious cover associated with the proposed sidewalks will result in an increase in peak flow rates for the 2-yr, 25-yr, 10-yr, and 100-yr storm events.
- Perform a hydraulic impact analysis for two (2) proposed pedestrian bridges using flow rates from hydrologic impact analysis and appropriate hydraulic methods, which may include computer models such as Bentley FlowMaster.
- Develop a TCSS Manual Waiver Request Letter summarizing the methodology and assumptions used in developing the hydrologic and hydraulic analyses.
- Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer models such as HEC-RAS, unsteady HEC-RAS or 2D models such as SWMM. Consultants shall not use versions beyond those noted above without first discussing with City/TxDOT. Consider pre-construction, present and post-construction conditions, as well as future widening

5.3. Scour Analysis

The Consultant shall provide the following services:

- Perform a scour analysis for two proposed pedestrian bridge structures.
- Update the effective hydraulic model to reflect Atlas 14 rainfall and new updated geometry to reflect the proposed conditions.
- Provide City the potential scour depths, envelope and recommended countermeasures including bridge design modifications and/or revetment

5.4. Plans for Hydraulics Structures

The Consultant shall provide the following sheets and documents, as appropriate:

- Hydrologic/Hydraulic/Scour Data Sheets
- Prepare drainage area maps
- Depict and annotate utility facilities and clearances
- Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts
- Consider pedestrian facilities, utility impacts, driveway grades
- Prepare Hydraulic Data Sheets for bridge or cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek or bayou), if applicable

Deliverables:

- Plan sheets in accordance with the PS&E submittals (Concept workshops, 60%, 90%, 100%)
- All files from the software used to produce the other deliverables (CAD, StormCad, HEC-RAS, etc.)

The following services are not included in this scope of work and would be considered additional services:

- A hydrology/hydraulic/drainage report
- Hydraulic Impact Analysis of ditches and/or storm drain.
- Design of any detention facilities.
- Design of any water quality facilities.
- Coordination with TCEQ.
- Outlet or Inlet structures

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- Quantities for drainage elements
- And structural details for drainage elements

6. Signing, Pavement Markings and Signalization

6.1. Signing

The Consultant shall prepare drawings, specifications, and details for signs in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). As applicable, the Consultant shall coordinate with CITY for overall signing strategies and placement of signs. The consultant shall prepare the following drawings, specifications and details for signs

- Signing - Small Sign Layouts
- Signing - Small Sign Summary Sheets
- Signing – Standards

6.2. Pavement Markings

The Consultant shall detail both permanent and temporary pavement markings and channelization devices in accordance with the TMUTCD on plan sheets created for sidewalks and on the typical sections. The Consultant shall coordinate with CITY for pavement marking strategies. The Consultant shall select pavement markings from the latest City/State standards, as applicable. The Consultant shall provide the following information:

- Existing signs to remain, to be removed, to be relocated or replaced
- Proposed signs (illustrated, numbered and sized)
- Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
- Quantities of existing pavement markings to be removed
- Proposed delineators, object markers, and mailboxes
- Direction of traffic flow on roadways

6.3. Traffic Signals

The Consultant shall prepare Traffic Signal Plans for warranted traffic signals. The effort proposed will include reconfiguring Ped Poles at each corner to meet ADA compliant requirements. The existing signal pole at the South-West corner will not be relocated to accommodate the relocated curb at this corner. Modifications to the signals will not require new signal poles or

The Consultant shall develop quantities, general notes, and specifications and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting must be designed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and standards. The Consultant shall provide the following information in the Traffic Signal Plans:

- Estimate and quantity sheet
 - List of bid items
 - Bid item quantities
 - Specification item number
 - Paid item description and unit of measure
- General notes and specification data
- Plan sheet(s)
 - Existing traffic control infrastructure that will remain (signals, signs, markings, etc.)
 - Existing utilities

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- Proposed highway improvements
- Proposed installation
- No additional traffic controls are proposed
- Existing illumination attached to signal poles will not be revised.
- No changes to power pole source are proposed.
- Notes for plan layout
- Phase sequence diagram(s) (re-created from existing plans)
 - Signal locations
 - Signal indications
 - Phase diagram
 - Signal sequence table
- General Requirements
 - Prepare governing specifications and special provisions list
 - Prepare project estimate

Deliverables:

- General notes and specification data
- Summary of Quantities
- Plan sheets
- Phase sequence diagram(s)
- Signal Detail Sheets
- Signal Standard Sheets

7. Miscellaneous Items

7.1. Traffic Control Plan (TCP), Detours, Sequence of Construction

The Consultant shall prepare TCP using TxDOT standard details. A detailed TCP is not required for this scope of work. Advanced warning signs shall be shown on an project layout sheet. All TCP appurtenances must be developed in accordance with the latest edition of the TMUTCD and applicable City/State design requirements, to include special approvals such as, night-time work operation, long-term lane closures, and work during peak hours and others, as required. The Consultant shall implement the current City/State Barricade and Construction (BC) standards and TCP standards as applicable.

Deliverables:

- Applicable traffic control plans and details
- Quantity and item summaries for the TCP

7.2. Stormwater Pollution Prevention Plans (SW3P)

The Consultant shall develop SW3P in conformance with the TCP to minimize potential impact to receiving waterways. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and required permanent erosion control. The SW3P shall be incorporated into the plan set via erosion/sedimentation control plan and tree protection sheets. The report and forms of the SW3P to meet City of Dripping Springs, TCEQ and City of Austin requirements shall be incorporated into the project manual for bidding.

Deliverables:

- SW3P sheets, report and forms (NOI, NOT, inspection, etc) and standard details

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7.3. Compute and Tabulate Quantities for Construction Bid Items

The Consultant shall develop and tabulate pay items on estimate summary and quantity sheets.

Deliverables:

- Summary and Quantity sheets

7.4. Utility Conflict Review

The Consultant shall seek to avoid utility conflicts where. The Consultant shall work with CITY to confirm necessary utility relocations and provide adequate spacing to meet clearances, utility constructability and future access.

7.5. Removal Plans

The Consultant shall develop details to depict and quantify removals necessary to implement the proposed improvements.

Deliverables:

- Removal Plan Sheets

7.6. Estimate

Utilizing TxDOT specified bid items, the Consultant shall independently develop and report quantities necessary to construct the project in TxDOT bid format at the specified deliverable milestones and Final PS&E submittals. The Consultant shall prepare and submit a basis of estimate for all pay quantities and submit to CITY for each milestone deliverable. Escalation and contingency shall be clearly shown and separate from bid items.

Deliverables:

- Quantity Estimates
- Basis of Estimates in .pdf file formats

7.7. Specifications and General Notes

The Consultant shall identify and prepare necessary standard specifications, special specifications, special provisions and the appropriate reference items for inclusion in the construction manual, plans and pertinent bidding documents.

Deliverables:

- Special provisions to standard specifications, special specifications and general notes in Word (with tracked changes on) and electronic .pdf format

8. Bridge Design

8.1. Bridge Layouts

The Consultant shall prepare a bridge layout plan sheet for two proposed bridges along Rob Shelton Blvd. One bridge is proposed over the channel in the South East corner of US 290 and Rob Shelton Blvd. The second bridge is located at the South West Corner of Rob Shelton and Founder Park Road over the existing Channel. The proposed bridges shall utilize a prefabricated super structure. The Consultant shall comply with relevant sections of the latest edition of the State's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide, and AASHTO LRFD Bridge Design Specifications and respective checklists. Each bridge layout sheet must include bridge typical sections, structural dimensions, abutment and bent locations. The Consultant shall locate and plot soil borings and utilities.

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- Bridges are those discussed with the CITY during scope development
- The Consultant shall determine the location of each soil boring needed for foundation design in accordance with applicable geotechnical reference manuals
- The Consultant shall submit preliminary bridge layouts, with associated documentation for prior to 60%
- The Consultant shall submit final bridge layouts to City for approval at 60% PS&E submittal
- The Consultant shall comply with relevant sections of the State's LRFD Bridge Design Guide, Bridge Project Development Manual, Bridge Detailing Manual, and AASHTO LRFD Bridge Design Specifications 7th Edition and respective checklists
- Each bridge layout sheet shall include horizontal and vertical alignment data, bridge typical sections, structural dimensions, abutment and bent locations, superstructure and substructure types. Locate and plot soil borings (including groundwater information) and utilities.

Deliverables:

- Bridge Layouts

8.2. Bridge Detail Summary

The Consultant shall prepare total bridge quantities, estimates, and summary sheets for each bridge.

Deliverables:

- Bridge structural details

8.3. Bridge Structural Details

The Consultant shall prepare each structural design and develop detailed structural drawings of required details in compliance with above-listed manuals and guidelines. The Consultant shall assemble and complete applicable CITY Standard Details sheets. Additionally, the Consultant shall:

- Perform calculations for design of bridge abutments
- Perform calculations to determine elevations of bridge substructure and super structure elements
- Prepare necessary foundation details and plan sheets
- Prepare plan sheets for abutment design
- Prepare plan sheets for additional abutment details
- Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.
- Prepare special provisions and special specifications in accordance to the above-listed manuals and guidelines

The following services are not included in this scope of work and would be considered additional services:

- Structural design and details for superstructure elements including bridge slabs, railings, and beams
- No design or detailing of steel elements are included.
- Bearing elements other neoprene bearing pads.

9. Environmental Permits Issues and Commitments (EPIC) Sheets

The Consultant shall complete the latest version of the EPIC sheets, as required. These sheets must be signed, sealed and dated by the Consultant as indicated in signature block. The final sheets must be submitted for CITY signature. The EPIC sheets are supplemented by the City-required erosion/sedimentation control and tree protection plan sheets and standard details.

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Deliverables:

- EPIC Sheets
- Erosion/sedimentation control and tree protection plan sheets
- Two standard notes/detail sheets provided by CITY
- Special details if required for the project

10. Plan Preparation

Plans shall facilitate City of Dripping Springs / TxDOT reviews in accordance with applicable design review checklists for the following milestone deliverables 60% (Concept Site Plan), and 90% (Full Site Plan)). Prior to the 60% submittal, the Consultant shall schedule a workshop to review conceptual traffic control plans, 3D models and/or design cross-sections with CITY. The CITY will review the proposed profiles, 3D models (if applicable), and cross sections.

10.1. Plan Sheet Sequence

As applicable, the Consultant shall prepare plans following the sheet sequence (table of contents) below.

- General
 - Title Sheet* using CITY template cover sheet FNI cover sheet can be used if the City does not have a template)
 - Index of Sheets*
 - Project Layout*
 - Roadway Typical Sections*
 - General Notes** including two standard notes sheets provided by CITY
 - Project-specific notes and sequence of construction
 - Boring logs sheet(s)
 - Special notes for Edwards Aquifer / Void & Water Flow Mitigation (if required)
 - Estimate and Quantity Sheets
 - Quantity Summary Sheets**
- Traffic Control Plan
 - Traffic Control Plan (TCP) Sheets**
 - Notes and Barricade summary tables
 - Standards
- Roadway Details
 - Survey and Control Index Sheets* (signed/sealed by surveyor)
 - Horizontal and Vertical Control Sheets*
 - Removal Plan Sheets*
 - Roadway Plan and Profile Sheets*
 - Urban Design Sheets*
 - Placemaking Details*
 - Intersection Details**
 - Driveway Details**
 - Miscellaneous Details
 - Standards
- Drainage Details
 - Drainage Area Map Sheets*
 - Impervious cover calculations for new and redeveloped impervious cover *
 - Hydraulic Calculation Sheets with existing and proposed drainage calculations*

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- Bridge Scour Analysis with countermeasures
- Culvert Layouts* (if required)
- Miscellaneous Details
- Standards
- Utilities
 - Existing Utility Plan Sheets*
- Bridges
 - Bridge Hydraulic Data Sheets*
 - Bridge Layouts*
 - Detailed Quantity Summary, and Structural Details**
 - Standards
- Traffic Items
 - Traffic Signal Layouts*
 - Traffic Signal Details**
 - Illumination**
 - Signing**
 - Pavement Markings**
 - Standards
- Environmental Issues
 - Erosion/Sedimentation Control and tree protection plans depicting floodplain, water quality zones, critical environmental features and required buffers**
 - SW3P and EPIC Sheet**
 - Standards (including two standard sheets provided by CITY, and any others required for the project)

10.2. Plan Submittals

The Consultant shall provide the following information at each submittal:

- 60% Review Submittal (Concept Site Plan Application)
 - Electronic .PDF version of 11" x 17" plan sheets
 - Estimate of construction cost
 - One set (roll plot format) TCP phasing layouts, one .pdf file for plan sheets for TCP concept
 - Impervious cover calculations (in square feet) for new and/or redeveloped impervious cover
 - Drainage calculations (provide in *.zip file), RSMP waiver for detention and/or Fee-in-Lieu request for water quality controls, as applicable
 - Plan set meeting City design and permitting standards
 - Summary table of design waivers, variances, and/or alternative compliance requests from City Land Development Code, Transportation Criteria Manual, Drainage Criteria Manual, Environmental Criteria Manual, Utilities Criteria Manual, and other required codes and regulations. For waivers requiring Board and Commission or City Council approvals, consultant will prepare justification letters and exhibits for requested variances.
 - Project Manual including table of contents listing proposed standard specifications (front-end contract documents), standard technical specifications, special provisions, and special specifications
- 90% Review Submittal (Full Site Plan Application)
 - Electronic .PDF version of 11" x 17" plan sheets, including updated design cross-sections and full set of plan sheets as listed above

**SCOPE OF WORK FOR PS&E PHASE SERVICES
Pedestrian Improvements along Rob Shelton Blvd.
from Sports Park Road to Founders Park Road**

- Response comments from 60% submittal
- Construction schedule with supporting documentation for calendars, production rates, etc.
- If applicable, a detailed 3D model, in DGN format, created using OpenRoads, OpenBridge and/or 3D MicroStation\Civil tools, and with detail to verify the design of the 90% plan sheets
- List of governing Specifications and Special Provisions in addition to those required
- New Special Specifications and Special Provisions with Form 1814, if applicable
- Marked up general notes
- Plans estimate
- Special Specifications/Provisions
- Consultant signed, sealed and dated supplemental sheets (8 ½" x 11")
- Right-of-Way, Relocation, Encroachment, Utilities and Railroad certification, as applicable
- Impervious cover calculations (in square feet) for new and/or redeveloped impervious cover
- Drainage calculations (provide in *.zip file), RSMP waiver for detention and/or Fee-in-Lieu request for water quality controls, as applicable
- Summary table of design waivers, variances, and/or alternative compliance requests from City Land Development Code, Transportation Criteria Manual, Drainage Criteria Manual, Environmental Criteria Manual, Utilities Criteria Manual, and other required codes and regulations. For waivers requiring Board and Commission or City Council approvals, consultant will prepare justification letters and exhibits for requested variances.
- Other supporting documents
- Project submitted to TDLR (through Registered Accessibility Specialists) for review.
- Final Submittal
 - Final plan sheets as needed from 90% review comments
 - Final supporting documents from 90% review comments
 - If applicable, a final 3D model, in DGN format, LandXML format and other format (as directed by CITY) created using OpenRoads, OpenBridge and/or 3D MicroStation\Civil tools
 - Complete bid-ready project manual
 - **All TDLR comments addressed and accepted.**

10.3. Electronic Copies

The Consultant shall furnish CITY with a flash drive of the final plans in the current CADD system used by CITY, .pdf format, and in CITY's File Management System (FMS) format. The Consultant shall also provide separate flash drive containing cross section information (in dgn, XLR, & ASCII formats) for CITY contractor to use. The Consultant shall provide an electronic copy of Primavera file or the latest scheduling program used by CITY for construction time estimate.

11. Construction Phase Services

The Engineer shall provide Construction Phase Services at the written request of the City's Project Manager. The written request must include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:

1. Review and approval of shop drawings
2. Responding to requests for information (RFIs)

**SCOPE OF WORK FOR PS&E PHASE SERVICES
Pedestrian Improvements along Rob Shelton Blvd.
from Sports Park Road to Founders Park Road**

3. Providing minor redesign (major redesign should be handled with a contract supplement), which will include changes to the affected plan sheets and an updated copy of the 3D model (if applicable).
4. Answering general questions
5. Providing clarification
6. Other project related tasks in support of the City & State during construction

City of Dripping Springs
Rob Shelton Blvd Pedestrian Improvements
4/28/2021
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	\$ 239,139
Special Services	\$ -
Total Project	\$ 239,139

Item # 13.

Tasks				La							
Phase	Task	Basic or Special	Task Description	Michael Brown	Chris Trevino	Attila Fogarasi	Megan Flanigan	Joseph Lara	Tom Dixon	Patrick Garnett	Tam Tran
				\$269	\$175	\$179	\$107	\$66	\$198	\$186	\$95
	1	Basic	Project Management and Administration								
			Progress Reporting and Invoicing	6							
			Project Meetings/Workshops	10			18				
			Scheduling/Coordination	6							
			Contract Time Determination (CTD)	4			4				
			Right-of-Entry								
			Consultant Quality Assurance (QA) and Quality Control (QC)		12						
			Milestone Submittal Acceptance/Technical Reviews	4			4				
			Use of Standards				2				
			Design Controls				2				
			General Design Criteria				2				
	2	Basic	Survey Criteria								
	3	Basic	Environmental Document (Categorical Exclusion)								
			Initial Coordination and Project Scope for Environmental Review Documents						4	10	12
			Data Collection						2	22	24
			Right-of-Entry Letters								
			Air Quality Analysis								
			Cultural Resources						4	14	20
			Community Impact Assessment						4	16	20
			Water Resources Report	4					6	24	30
			Tier I Site Assessment	4					8	32	42
			Hazardous Materials	4					6	22	32
			Public Meeting								
			Notice Affording Opportunity for Public Hearing						6	12	12
			Traffic Noise Analysis								
	4	Basic	Roadway Design								
			Typical Sections	4			12	24			
			Earthwork (Cut and Fill Quantities)			24	20				
			Cross Streets								
			Pedestrian and Bicycle Facilities	10			100	60			
			Urban Design, Landscape Architecture and Placemaking				8	4			
	5	Basic	Drainage								
			Drainage Design Criteria								
			Complex Hydraulic Design and Documentation								
			Scour Analysis								
			Plans for Hydraulics Structures								
	6	Basic	Signing, Pavement Markings and Signalization								
			Signing	2			4	8			
			Pavement Markings	2			4	8			
			Traffic Signals	6			28	28			
	7	Basic	Miscellaneous Items								
			Traffic Control Plan (TCP), Detours, Sequence of Construction	2			10	8			
			Stormwater Pollution Prevention Plans (SW3P)				12	40			

City of Dripping Springs
 Rob Shelton Blvd Pedestrian Improvements
 4/28/2021
 Detailed Cost Breakdown

Project Fee Summary	
Basic Services	\$ 239,139
Special Services	\$ -
Total Project	\$ 239,139

Item # 13.

Tasks				La							
Phase	Task	Basic or Special	Task Description	Michael Brown	Chris Trevino	Attila Fogarasi	Megan Flanigan	Joseph Lara	Tom Dixon	Patrick Garnett	Tam Tran
				\$269	\$175	\$179	\$107	\$66	\$198	\$186	\$95
			Compute and Tabulate Quantities for Construction Bid Items				8	16			
			Utility Conflict Review	2			8	4			
			Removal Plans					12			
			Estimate	2			12				
			Specifications and General Notes	2			8				
	8	Basic	Bridge Design								
			Bridge Layouts	2		40	60				
			Bridge Detail Summary	2		40	40				
	9	Basic	Environmental Permits Issues and Commitments (EPIC) Sheets	4			12	20			
	10	Basic	Plan Preparation								
			Plan Sheet Sequence	8			32	32			
			Plan Submittals	2			4	8			
			Electronic Copies				2	4			
	11	Basic	Construction Phase Services	8			28				
Total Hours / Quantity				100	12	104	444	276	40	152	192
Total Effort				\$ 26,945	\$ 2,100	\$ 18,591	\$ 47,370	\$ 18,108	\$ 7,938	\$ 28,302	\$ 18,332

**City of Dripping Springs
Rob Shelton Blvd Pedestrian Improvements
4/28/2021
Detailed Cost Breakdown**

Item # 13.

Tasks				bor						Total Hours	Total Labor Effort	
Phase	Task	Basic or Special	Task Description	Will Huff	Samuel Levatino	Noe Ortiz	Kevin St. Jacques	Feridoon Malekghassemi	Billy Metzger			
				\$170	\$102	\$166	\$249	\$190	\$140			
	1	Basic	Project Management and Administration									
			Progress Reporting and Invoicing						4		10	\$ 2,175
			Project Meetings/Workshops								28	\$ 4,615
			Scheduling/Coordination								6	\$ 1,617
			Contract Time Determination (CTD)								8	\$ 1,505
			Right-of-Entry									\$ -
			Consultant Quality Assurance (QA) and Quality Control (QC)								12	\$ 2,100
			Milestone Submittal Acceptance/Technical Reviews								8	\$ 1,505
			Use of Standards								2	\$ 213
			Design Controls								2	\$ 213
			General Design Criteria								2	\$ 213
												\$ -
	2	Basic	Survey Criteria									\$ -
												\$ -
	3	Basic	Environmental Document (Categorical Exclusion)									\$ -
			Initial Coordination and Project Scope for Environmental Review Documents								26	\$ 3,802
			Data Collection								48	\$ 6,785
			Right-of-Entry Letters									\$ -
			Air Quality Analysis									\$ -
			Cultural Resources								38	\$ 5,310
			Community Impact Assessment								40	\$ 5,683
			Water Resources Report								64	\$ 9,602
			Tier I Site Assessment								86	\$ 12,634
			Hazardous Materials								64	\$ 9,420
			Public Meeting									\$ -
			Notice Affording Opportunity for Public Hearing								30	\$ 4,571
			Traffic Noise Analysis									\$ -
												\$ -
	4	Basic	Roadway Design									\$ -
			Typical Sections								40	\$ 3,933
			Earthwork (Cut and Fill Quantities)								44	\$ 6,424
			Cross Streets									\$ -
			Pedestrian and Bicycle Facilities								170	\$ 17,300
			Urban Design, Landscape Architecture and Placemaking								12	\$ 1,116
												\$ -
	5	Basic	Drainage									\$ -
			Drainage Design Criteria		6						6	\$ 613
			Complex Hydraulic Design and Documentation	36	102						138	\$ 16,534
			Scour Analysis	8	32						40	\$ 4,628
			Plans for Hydraulics Structures	16	24	24					64	\$ 9,162
												\$ -
	6	Basic	Signing, Pavement Markings and Signalization									\$ -
			Signing								14	\$ 1,491
			Pavement Markings								14	\$ 1,491
			Traffic Signals				20				82	\$ 11,427
												\$ -
	7	Basic	Miscellaneous Items									\$ -
			Traffic Control Plan (TCP), Detours, Sequence of Construction								20	\$ 2,131
			Stormwater Pollution Prevention Plans (SW3P)								52	\$

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City of Dripping Springs
 Rob Shelton Blvd Pedestrian Improvements
 4/28/2021
 Detailed Cost Breakdown

Item # 13.

Tasks				bor							Total Hours	Total Labor Effort
Phase	Task	Basic or Special	Task Description	Will Huff	Samuel Levatino	Noe Ortiz	Kevin St. Jacques	Feridoon Malekghassemi	Billy Metzger			
				\$170	\$102	\$166	\$249	\$190	\$140			
			Compute and Tabulate Quantities for Construction Bid Items								24	\$ 1,903
			Utility Conflict Review								14	\$ 1,655
			Removal Plans								12	\$ 787
			Estimate								14	\$ 1,819
			Specifications and General Notes								10	\$ 1,392
												\$ -
	8	Basic	Bridge Design									\$ -
			Bridge Layouts					16			118	\$ 17,134
			Bridge Detail Summary								82	\$ 11,957
												\$ -
	9	Basic	Environmental Permits Issues and Commitments (EPIC) Sheets								36	\$ 3,670
												\$ -
	10	Basic	Plan Preparation									\$ -
			Plan Sheet Sequence								72	\$ 7,669
			Plan Submittals								14	\$ 1,491
			Electronic Copies								6	\$ 476
												\$ -
	11	Basic	Construction Phase Services								36	\$ 5,143
												\$ -
Total Hours / Quantity				60	164	24	20	16	4		1,608	
Total Effort				\$ 10,191	\$ 16,753	\$ 3,993	\$ 4,986	\$ 3,044	\$ 558			\$ 207,212

City of Dripping Springs Rob Shelton Blvd Pedestrian Improvements 4/28/2021 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	239,139
	Special Services	-
	Total Project	239,139

Item # 13.

Tasks				Expenses			
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles		Total Expense Effort
	1	Basic	Project Management and Administration		400		\$ 224
			Progress Reporting and Invoicing	10			\$ -
			Project Meetings/Workshops	28			\$ -
			Scheduling/Coordination	6			\$ -
			Contract Time Determination (CTD)	8			\$ -
			Right-of-Entry				\$ -
			Consultant Quality Assurance (QA) and Quality Control (QC)	12			\$ -
			Milestone Submittal Acceptance/Technical Reviews	8			\$ -
			Use of Standards	2			\$ -
			Design Controls	2			\$ -
			General Design Criteria	2			\$ -
							\$ -
	2	Basic	Survey Criteria				\$ -
							\$ -
	3	Basic	Environmental Document (Categorical Exclusion)				\$ -
			Initial Coordination and Project Scope for Environmental Review Documents	26			\$ -
			Data Collection	48			\$ -
			Right-of-Entry Letters				\$ -
			Air Quality Analysis				\$ -
			Cultural Resources	38			\$ -
			Community Impact Assessment	40			\$ -
			Water Resources Report	64			\$ -
			Tier I Site Assessment	86			\$ -
			Hazardous Materials	64			\$ -
			Public Meeting				\$ -
			Notice Affording Opportunity for Public Hearing	30			\$ -
			Traffic Noise Analysis				\$ -
							\$ -
	4	Basic	Roadway Design				\$ -
			Typical Sections	40			\$ -
			Earthwork (Cut and Fill Quantities)	44			\$ -
			Cross Streets				\$ -
			Pedestrian and Bicycle Facilities	170			\$ -
			Urban Design, Landscape Architecture and Placemaking	12			\$ -
							\$ -
	5	Basic	Drainage				\$ -
			Drainage Design Criteria	6			\$ -
			Complex Hydraulic Design and Documentation	138			\$ -
			Scour Analysis	40			\$ -
			Plans for Hydraulics Structures	64			\$ -
							\$ -
	6	Basic	Signing, Pavement Markings and Signalization				\$ -
			Signing	14			\$ -
			Pavement Markings	14			\$ -
			Traffic Signals	82			\$ -
							\$ -
	7	Basic	Miscellaneous Items				\$ -
			Traffic Control Plan (TCP), Detours, Sequence of Construction	20			\$ -
			Stormwater Pollution Prevention Plans (SW3P)	52			\$ -

City of Dripping Springs Rob Shelton Blvd Pedestrian Improvements 4/28/2021 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	239,139
	Special Services	-
	Total Project	239,139

Item # 13.

Tasks				Expenses			
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles		Total Expense Effort
			Compute and Tabulate Quantities for Construction Bid Items	24			\$ -
			Utility Conflict Review	14			\$ -
			Removal Plans	12			\$ -
			Estimate	14			\$ -
			Specifications and General Notes	10			\$ -
							\$ -
	8	Basic	Bridge Design				\$ -
			Bridge Layouts	118			\$ -
			Bridge Detail Summary	82			\$ -
							\$ -
	9	Basic	Environmental Permits Issues and Commitments (EPIC) Sheets	36			\$ -
							\$ -
	10	Basic	Plan Preparation				\$ -
			Plan Sheet Sequence	72			\$ -
			Plan Submittals	14			\$ -
			Electronic Copies	6			\$ -
							\$ -
	11	Basic	Construction Phase Services	36			\$ -
							\$ -
Total Hours / Quantity				1,608	400	-	-
Total Effort				\$ -	\$ 224	\$ -	\$ 224

City of Dripping Springs
Rob Shelton Blvd Pedestrian Improvements
4/28/2021
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	239,139
Special Services	-
Total Project	239,139

Item # 13.

Phase	Task	Basic or Special	Tasks Task Description	Subconsultants				Total Sub Effort	Total
				Maestas	Altura	Rock			
	1	Basic	Project Management and Administration					\$ -	\$ 224
			Progress Reporting and Invoicing					\$ -	\$ 2,175
			Project Meetings/Workshops					\$ -	\$ 4,615
			Scheduling/Coordination					\$ -	\$ 1,617
			Contract Time Determination (CTD)					\$ -	\$ 1,505
			Right-of-Entry					\$ -	\$ -
			Consultant Quality Assurance (QA) and Quality Control (QC)					\$ -	\$ 2,100
			Milestone Submittal Acceptance/Technical Reviews					\$ -	\$ 1,505
			Use of Standards					\$ -	\$ 213
			Design Controls					\$ -	\$ 213
			General Design Criteria					\$ -	\$ 213
								\$ -	\$ -
	2	Basic	Survey Criteria	19,959				\$ 20,957	\$ 20,957
								\$ -	\$ -
	3	Basic	Environmental Document (Categorical Exclusion)					\$ -	\$ -
			Initial Coordination and Project Scope for Environmental Review Documents					\$ -	\$ 3,802
			Data Collection					\$ -	\$ 6,785
			Right-of-Entry Letters					\$ -	\$ -
			Air Quality Analysis					\$ -	\$ -
			Cultural Resources					\$ -	\$ 5,310
			Community Impact Assessment					\$ -	\$ 5,683
			Water Resources Report					\$ -	\$ 9,602
			Tier I Site Assessment					\$ -	\$ 12,634
			Hazardous Materials					\$ -	\$ 9,420
			Public Meeting					\$ -	\$ -
			Notice Affording Opportunity for Public Hearing					\$ -	\$ 4,571
			Traffic Noise Analysis					\$ -	\$ -
								\$ -	\$ -
	4	Basic	Roadway Design					\$ -	\$ -
			Typical Sections					\$ -	\$ 3,933
			Earthwork (Cut and Fill Quantities)					\$ -	\$ 6,424
			Cross Streets					\$ -	\$ -
			Pedestrian and Bicycle Facilities		4,135			\$ 4,342	\$ 21,642
			Urban Design, Landscape Architecture and Placemaking					\$ -	\$ 1,116
								\$ -	\$ -
	5	Basic	Drainage					\$ -	\$ -
			Drainage Design Criteria					\$ -	\$ 613
			Complex Hydraulic Design and Documentation					\$ -	\$ 16,534
			Scour Analysis					\$ -	\$ 4,628
			Plans for Hydraulics Structures					\$ -	\$ 9,162
								\$ -	\$ -
	6	Basic	Signing, Pavement Markings and Signalization					\$ -	\$ -
			Signing					\$ -	\$ 1,491
			Pavement Markings					\$ -	\$ 1,491
			Traffic Signals					\$ -	\$ 11,427
								\$ -	\$ -
	7	Basic	Miscellaneous Items					\$ -	\$ -
			Traffic Control Plan (TCP), Detours, Sequence of Construction					\$ -	\$ 2,131
			Stormwater Pollution Prevention Plans (SW3P)					\$ -	\$ 3,905

City of Dripping Springs Rob Shelton Blvd Pedestrian Improvments 4/28/2021 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	239,139
	Special Services	-
	Total Project	239,139

Item # 13.

Tasks				Subconsultants				Total	
Phase	Task	Basic or Special	Task Description	Maestas	Altura	Rock		Total Sub Effort	Total Effort
			Compute and Tabulate Quantities for Construction Bid Items					\$ -	\$ 1,903
			Utility Conflict Review					\$ -	\$ 1,655
			Removal Plans					\$ -	\$ 787
			Estimate					\$ -	\$ 1,819
			Specifications and General Notes					\$ -	\$ 1,392
								\$ -	
	8	Basic	Bridge Design					\$ -	
			Bridge Layouts			6,100		\$ 6,405	\$ 23,539
			Bridge Detail Summary					\$ -	\$ 11,957
								\$ -	\$ -
	9	Basic	Environmental Permits Issues and Commitments (EPIC) Sheets					\$ -	\$ 3,670
								\$ -	\$ -
	10	Basic	Plan Preparation					\$ -	\$ -
			Plan Sheet Sequence					\$ -	\$ 7,669
			Plan Submittals					\$ -	\$ 1,491
			Electronic Copies					\$ -	\$ 476
								\$ -	\$ -
	11	Basic	Construction Phase Services					\$ -	\$ 5,143
								\$ -	\$ -
Total Hours / Quantity				\$ 19,959	\$ 4,135	\$ 6,100	\$ -		
Total Effort				\$ 20,957	\$ 4,342	\$ 6,405	\$ -	\$ 31,704	\$ 239,139

PROFESSIONAL SERVICES AGREEMENT FOR ROB SHELTON PEDESTRIAN IMPROVEMENTS

This Agreement made and entered into this, the _____ day of _____, 2021 and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Freese And Nichols**. (hereinafter referred to as “Engineer”), is understood and agreed to be as set forth herein:

1. Description of Services:

- (a) **Founders Park Road and Rob Shelton Blvd.** The existing granite pathway ending approximately 240 ft. south of the intersection will be extended north across Founders Park Road and connecting to the existing path. A bridge will be installed over the existing drainage channel parallel to Founders Road. A hydraulic model to determine the hydraulic opening will be required in accordance with TxDOT criteria and submitted for approval by the City and the State.
- (b) **240 south of Founders Road continuing South to the Heritage Village Pedestrian Bicycle Crossing.** the existing granite trail is considered acceptable and will remain in-place without modifications.
- (c) **Heritage Village Pedestrian Bicycle Crossing to North of US 290 Intersection.** re-stripe existing roadway to accommodate bicycle path on both sides of the road.
- (d) **US 290 and Rob Shelton Blvd.** Improvements to the intersection to facilitate a safer pathway for bicycles and pedestrians. Improve signals to accommodate pedestrian pathways at all 4 sides. A bridge will be installed over the existing drainage channel parallel to US 290. A hydraulic model to determine the hydraulic opening will be required in accordance with TxDOT criteria and submitted for approval by the City and the State.
- (e) **East from South of the intersection with US 290 to Sports park Road.** construct 5’ concrete pedestrian pathway with 5’ buffer along both sides of the roadway. A pathway is not required from the Home Depot Entrance the South YMCA ROW line. A segment of sidewalk is required from Sports Complex road to the YMCA on the West side of Rob Shelton Blvd.
- (f) Traffic signs and striping will be incorporated throughout the project to promote pedestrian and bicycle safety.

- 2. Disadvantage Business Enterprise (DBE).** This is a federally funded contract. When federal funds are participating in the professional services phase of the project the City will implement TxDOT's DBE program and coordinate closely with the TxDOT district. A DBE goal of zero has been established for this program; however, compliance with the Disadvantaged/Minority Business Enterprise Program, established in 49 CFR Part 26, will be followed and goal monitored if established by TxDOT.
- 3. Scope of Work.** Engineer will perform engineering services and all work as further described in the Proposal of Services in **Attachment "A"**. Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.
- 4. Payment for Services:** The City will compensate Engineer in a lump sum fee of \$239,139 (two hundred thirty-nine thousand, one hundred thirty-nine dollars and zero cents). Engineer shall invoice the City accordingly. Any charge that is in excess of the maximum costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City. The City's standard Rate Chart may be found in **Attachment "B"**. An itemization of the Project Fee Estimate **Attachment "C"**.
- 5. Relationship of Parties:** It is understood by the parties that Engineer is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Engineer. The City may contract with other individuals or firms for engineering services.
- 6. Limitations:** During the period the Engineer is covered by this agreement, the Engineer will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. Termination:** Either party may terminate this Agreement at any time with written notice to the other party.
- 8. Injuries/Insurance:** Engineer acknowledges his obligation to obtain appropriate insurance coverage.
- 9. Indemnification:** ENGINEER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE ASSERTED AGAINST CITY THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF ENGINEER, ENGINEER'S EMPLOYEES, IF ANY, AND ENGINEER'S AGENTS.

10. Assignment: Engineer’s obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

11. Notice: All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs City
P.O. Box 384
Dripping Springs, TX 78620
512-858-4725

For the Engineer:

Michael Brown, P.E.,
Freese And Nichols.
10431 Morado Circle, Bldg. 5, Ste.300
Austin, Texas 78759
512-617-3100

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

12. Mandatory Disclosures: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Engineer has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176).

13. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.

CLIENT:
City of Dripping Springs

ENGINEER:
Freese and Nichols.

Bill Foulds Jr., Mayor

Michael Brown, P.E.

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

SCOPE OF WORK FOR PS&E PHASE SERVICES
Pedestrian Improvements along Rob Shelton Blvd. from Sports
Park Road to Founders Park Road

The Consultant shall provide design, engineering, surveying and other services required for the preparation of plans, specifications and estimates (PS&E) and related Concept Site Plan and Full Site Plan permitting documents for the City of Dripping Springs (City). These services may include surveying, roadway and bridge design, hydrologic and hydraulic design, safety illumination design, and traffic signal design.

Services include development of PS&E for the construction of Pedestrian / Bicycle Improvements along the corridor. A description of each segment and the proposed improvements are as follows:

- A. At Founders Park Road and Rob Shelton Blvd. – The existing granite pathway ending approximately 240ft. south of the intersection will be extended north across Founders Park Road and connecting to the existing path. A bridge will be installed over the existing drainage channel parallel to Founders Road. A hydraulic model to determine the hydraulic opening will be required in accordance with TxDOT criteria and submitted for approval by the City and the State.
- B. 240 south of Founders Road continuing South to the Heritage Village Pedestrian Bicycle Crossing – the existing granite trail is considered acceptable and will remain in-place without modifications.
- C. the Heritage Village Pedestrian Bicycle Crossing to North of US 290 Intersection – re-stripe existing roadway to accommodate bicycle path on both sides of the road.
- D. At US 290 and Rob Shelton Blvd. – Improvements to the intersection to facilitate a safer pathway for bicycles and pedestrians. Improve signals to accommodate pedestrian pathways at all 4 sides. A bridge will be installed over the existing drainage channel parallel to US 290. A hydraulic model to determine the hydraulic opening will be required in accordance with TxDOT criteria and submitted for approval by the City and the State.
- E. From South of the intersection with US 290 to Sports park Road – construct 5' concrete pedestrian pathway with 5' buffer along both sides of the roadway. A pathway is not required from the Home Depot Entrance the South YMCA ROW line. A segment of sidewalk is required from Sports Complex road to the YMCA on the West side of Rob Shelton Blvd.

Traffic signs and striping will be incorporated throughout the project to promote pedestrian / Bicycle safety.

1. Project Management and Administration

1.1. Progress Reporting and Invoicing

The Consultant shall invoice according to task breakdowns shown in this scope for Engineering Services. The Consultant shall submit each invoice in the template format

provided by the City. The Consultant shall submit a monthly Project Status Report to City's Project Manager regardless of whether the Consultant is invoicing for that month. The Consultant's Project Status Report shall include at a minimum:

- Summary of work completed during invoice period
- Upcoming work activities, tasks and milestones
- Scope elements added, changed or removed
- Outstanding issues, concerns or risks to scope, schedule and/or budget(costs)
- Issues and actions taken to remedy
- List of meetings attended
- Updated Production Schedule, include percentage of completed by task
- Any corrective actions taken or proposed for schedule recovery

Deliverables:

- Monthly Project Status Reports

1.2. Project Meetings/Workshops

Attend progress meetings, as required, to monitor the development of the project. Meeting attendance shall be billed on a loaded hourly basis. Meetings may include the following:

- PS&E Kickoff Meeting (1 meeting estimated at 2 hours, attendance is limited to Consultant PM and PP)
- Project Progress/Coordination Meetings (bi-weekly meetings estimated at 1 hour each; one meeting per month; attendance is limited to Consultant PM and PP)
- 2 Meetings with TxDOT Env staff to discuss Env documentation comments
- 2 Meetings with TxDOT hydraulics personnel to discuss comments to hydraulic model and scour analysis

Deliverables:

- Meeting agendas for all meetings/workshops
- Meeting/Workshop exhibits
- Meeting/Workshop presentations
- Meeting minutes and documentation of meeting/workshop process and outcomes within five (5) working days of meetings/workshops

1.3. Scheduling/Coordination

The Consultant shall coordinate issues and communications with City's internal resource areas through CITY's PM. CITY will communicate the resolution of issues and provide the Consultant direction through CITY's PM. The Consultant shall prepare a design production schedule using the latest version Microsoft Project or Primavera P6. The schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements utilizing the outlined work breakdown structure provided by CITY. The Consultant shall schedule milestone submittals at 60%, 90% and final project completion phases. The Consultant shall notify CITY immediately if the Consultant is not able to meet scheduled milestone dates. The Consultant shall be responsible for directing and coordinating work

activities to comply with applicable policies and procedures, and to deliver that work on time. The Consultant shall coordinate consistency of plans and administration of invoices and monthly progress reports.

Deliverables:

- Monthly detailed project design schedule
- Schedule of Deliverables

1.4. Contract Time Determination (CTD)

The Consultant shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar days (based on CITY standard definitions of calendar) at the 90% and Final PS&E milestone. The schedule must include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. Prior to initial submission of the CTD, the Consultant shall provide a basis of estimate outlining assumptions of durations and production rates for the major work tasks and phases.

Deliverables:

- Basis of Contract Time Determination Estimate Memorandum
- Construction Time Determination estimate in printed and electronic .pdf format at the 60%, 90% and 100% Final PS&E milestones

1.5. Right-of-Entry

The Consultant shall notify CITY of the anticipated need to enter property outside of the existing right-of-way to perform any surveying, environmental, engineering or geotechnical activities needed to execute the required scope of services and shall provide CITY with a list of the TCAD Property ID's for those properties. The CITY shall obtain Right-of-Entry (ROE) from the Property Owner on behalf of the Consultant.

1.6. Consultant Quality Assurance (QA) and Quality Control (QC)

The Consultant shall perform on-going quality assurance and quality control (QA/QC) to verify completeness of product and compliance with the contract Quality Control Plan (QCP) and applicable design criteria for deliverables.

Deliverables:

- Consultant's internal mark-ups (.pdf) and comment response log developed as part the Consultant's quality control process

1.7. Milestone Submittal Acceptance/Technical Reviews

The Consultant shall submit plans and supporting documents at the 60%, 90%, and 100% milestones.

Deliverables:

- Plans and applicable supporting documents at the 60% (Concept Site Plan), 90% (Full Site Plan) and 100% milestones.
- For 60% and 90% submittals, City review requires the consultant to prepare and provide the following documents:
 - Summary table of design waivers, variances, and/or alternative compliance requests from City Land Development Code, Transportation Criteria Manual, Drainage Criteria Manual, Environmental Criteria Manual, Utilities Criteria Manual, and other required codes and regulations. For waivers requiring Board and Commission or City Council approvals, consultant will prepare justification letters and exhibits for requested variances

1.8. Use of Standards

The Consultant shall identify and utilize the applicable, current adopted City of Dripping Springs, City of Austin or State Standard Details, or miscellaneous details that have been previously approved for use. The Consultant shall sign, seal, and date each Standard and miscellaneous detail(s) if the standard selected has not been adopted for use or if the standard is modified for use on the project. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Consultant shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.

1.9. Design Controls

The Consultant shall inform the City of design exceptions, waivers, and variances that may affect delivery of the project. The Consultant shall continue to identify, prepare exhibits, and complete necessary forms for design exceptions and waivers within project limits prior to the 60% review. These exceptions shall be provided to CITY for coordination and processing of approvals.

1.10. General Design Criteria

As applicable, the Consultant shall prepare work in accordance with the latest version of City and/or State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include the following

- TxDOT Roadway Design Manual
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)
- National Association of City Transportation Officials (NACTO) Urban Street Design Guide and Urban Bikeway Guide
- AASHTO Guide for the Development of Bicycle Facilities
- TCEQ Edwards Aquifer Protection Program
- City of Dripping Springs / City of Austin / TxDOT: Transportation Criteria Manual (TCM), Drainage Criteria Manual (DCM), Utilities Criteria Manual (UCM), Environmental Criteria

Manual (ECM), City Land Development Code, and other City and/or State approved manuals, as may be applicable

The Consultant shall continue to update and maintain the Design Summary Report (DSR).

Deliverables:

- Updated/Revised DSR to include new and/or updated design criteria - to be submitted prior to 60% review

2. Survey Criteria

2.1. Design Survey

Provide a partial topographic and tree survey of Rob Shelton Boulevard located in Dripping Springs, Hays County, Texas, from Sports Park Road to Founders Park Road being approximately 4,390 linear feet. The survey will focus primarily on collecting existing conditions from road gutter line or edge of paving to the apparent right of way (ROW) line in specific areas on both sides of Rob Shelton Boulevard.

- 3 primary control points will be set along the route established by 2-hour GPS static session and processed through OPUS. Primary control will be 1/2" iron rods with red caps stamped "Maestas Control". TxDOT will be contacted to acquire any benchmarks along Highway 290 near the project site that can be included into the control network.
- Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone (4204), NAD83 (2011). Elevations will be referenced to NAVD88 and tied to TxDOT vertical control.
- Secondary control will be established along the length of the project, if needed.
- Differential leveling will be performed through all primary and secondary control to maintain vertical accuracy.
- Monumentation and other evidence at the intersection of Highway 290 and Rob Shelton Boulevard will be recovered to establish existing ROW.
- The topographic/design survey will include the location of all improvements and visible utilities within the survey limits as stated above.
- To avoid crews working within high volume traffic lanes at Highway 290, Maestas will utilize our LiDAR mapping system to collect any data needed within the road area.
- Cross sections will be taken at 50-foot stations along straight segments of the proposed route and 25-foot stations in any curved segments. All major grade breaks and drainage features will be included.
- Survey will extend past stated limits at two areas that have proposed pedestrian bridges as deemed necessary to support hydraulic calculations; being at Founders Park Road and Highway 290.
- Hardwood trees that are 8 inches in diameter and larger will be located and tagged,

indicating the size, species, and canopy radius of each tree, as defined by ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION, Sec. 28.06.004 and Sec. 28.06.059.

- k. Perform partial boundary retracement at the HEB property for easement acquisition.

2.2. Deliverables

- a. 2D MicroStation planimetric file
- b. 3D MicroStation DTM file including break-lines and 1-foot contours.
- c. DTM TIN file
- d. ASCII point file
- e. Photographs and field notes that are necessary to clearly convey information for design; to include all drainage structures
- f. Tree Table
- g. Control Sheet
- h. Easement plat and legal description affecting HEB property

2.3. Assumptions

1. A full topographic survey will be performed at the intersection with Highway 290 that will consist of all improvements being located ROW to ROW for up to 100 linear feet in all directions from the curb returns at said intersection.
2. The Surveyor shall notify the client prior to performing the work if:
 - a. Traffic Control cannot be managed by the Surveyor's personnel.
 - b. The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.

3. Environmental Document (Categorical Exclusion)

The services to be provided by the Engineer shall include preparation of a Categorical Exclusion (CE) document and associated public involvement. The limits of the CE shall be from approximately the intersection of Rob Shelton Boulevard to the intersection of Rob Shelton Boulevard and Sports Park Road. All work on the project shall conform to the applicable requirements of TxDOT. All work to be performed shall be subject to review and approval by the City of Dripping Springs and TxDOT. Following review of each technical report, Engineer will make all required revisions and resubmit the final documents to TxDOT for processing.

The work required is described below according to each task to be performed.

3.1. Task 1 – Initial Coordination and Project Scope for Environmental Review Documents

The Engineer shall coordinate with TxDOT to determine the type of CE to be prepared, the technical reports that will comprise the CE and will attend up to six meetings with TxDOT during the development of the CE to discuss progress and any issues. The technical reports assumed to be required are listed below.

3.2. Task 2 – Data Collection

In addition to the data described earlier, the Engineer shall collect and review environmental data specific to the project and the project area. The Engineer shall gather information for the existing conditions such as existing facility and roadway network, land use and demographics. The Engineer shall collect, review and evaluate available and appropriate data pertaining to the project area, including land use maps, aerial photography as available, demographic maps, census information, historical and archeological site listings, Potential Archeological Liability Map (PALM), digital orthophoto quadrangle maps, national wetland inventory maps, floodplain maps, Hays County Soil Survey, hazardous materials database information, traffic data for existing year and proposed design year, proposed letting schedule, accident data, design study report, drainage report, and any other pertinent information related to this proposed project.

3.3. Task 3 – Right-of-Entry Letters

Our understanding is that all work will be conducted on City or TxDOT right of way. The Engineer shall prepare a list of required Right-of-Entry (ROE)'s. City shall prepare and send letters to those property owners where ROE is needed in order to perform the environmental onsite investigations.

3.4. Task 4 – Air Quality Analysis

Our understanding is that this project will not affect vehicular traffic flow and will not require a detailed quantitative air quality analysis. Similarly, since the existing traffic volumes and the projected design year traffic volumes do not exceed 140,000 vehicles per day, a Traffic Air Quality Analysis shall not be required. Standard recommended template language per TxDOT's Air Quality SOU shall be used in the CE. Since the existing traffic volumes and the projected design year traffic volumes do not exceed 140,000 vehicles per day, FNI will prepare a qualitative MSAT analysis.

This scope and fee does not include detailed quantitative air quality analysis. This service may be added by supplemental agreement if required.

3.5. Task 5 – Cultural Resources Project Coordination Requests

Non-Archeological Historic Resources

Engineer will prepare a Non-Archeological Historic Resources Project Coordination Request for review and comment by TxDOT-ENV. FNI assumes a non-archeological

resource survey will not be required.

Archeological Resources

Engineer will prepare a coordination letter to the Texas Historical Commission (THC) to determine if any previously recorded sites or archeological surveys occur within or near the proposed project area. FNI assumes an archeological resource survey will not be required. This scope does not include formal National Register eligibility testing of archeological sites or mitigation of adverse effect through data recovery or other means. If required, these services would be performed at additional cost.

3.6. Task 6 – Community Impact Assessment

Census bureau data collected under Task 1 will be used to complete TxDOT's Community Impact Assessment Technical Report Form. The Engineer will attach all required supporting documentation.

3.7. Task 7 – Water Resources Report:

The Engineer shall document compliance with Section 402 of the Clean Water Act (CWA): Texas Pollutant Discharge Elimination System (TPDES), Construction General Permit (CGP) requirements. The Engineer shall identify any impaired waters using the latest Texas Commission on Environmental Quality (TCEQ) Section 303(d) Clean Water Act list. The Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRM) for Brazoria County shall be analyzed with respect to the proposed project and the information documented in the CE. This task includes preparing an exhibit to include any 100 year floodplain locations. The Engineer shall delineate the boundaries of any wetlands and the Ordinary High Water Mark (OHWM) and width of any streams located within the proposed ROW. The Engineer shall assess what type of permit, if any, is required for any potential impacts to waters of the U.S., including wetlands, as part of Section 404 the federal Clean Water Act and prepare the Water Resources Technical Report.

3.8. Task 8 – Tier I Site Assessment:

The Engineer shall complete the Tier I Sites Assessment fillable form to document the impacts of the project on wildlife and vegetative resources in the project area including federal and state listed threatened and endangered species and other species of concern. Engineer will attach all required supporting documentation. The Engineer will fill out the Species Analysis.

3.9. Task 9 – Hazardous Materials

The Engineer shall conduct an initial hazardous materials assessment for the proposed project to identify sites within the project area that may have experienced soil and/or groundwater contamination by hazardous materials. Consultant will complete TxDOT Hazardous Material Initial Site Assessment Form for the project area and surrounding areas.

Other Documents

It is assumed that the following tasks not performed: U.S. Coast Guard Section 9 and U.S. Army Corps of Engineers Section 10, the Texas coastal management program, coastal barriers, Section 4(f) Evaluation, or U.S. Department of Interior's National Inventory of River Segments in the National Wild and Scenic River System.

3.10. Task 10 – Public Meeting

This scope and fee does not include conducting or hosting a Public Meeting or a Meeting of Affected Property Owners (MAPO). This service may be added by supplemental agreement if required.

3.11. Task 11 – Notice Affording Opportunity for Public Hearing

Upon receiving Satisfactory for Further Processing from TxDOT, the Engineer shall prepare the Notice Affording Opportunity for Public Hearing for publication in the Austin American Statesman, a local newspaper, and a, if needed, Spanish newspaper for review and approval by TxDOT. The Engineer shall publish the Notice in the Austin American Statesman (in English), a Spanish newspaper in Spanish, and a local newspaper (in English), twice (30 days prior to the deadline for requesting a hearing and approximately 10 days prior to the deadline). The Notice shall also be mailed to all adjacent property owners and other identified interested citizens approximately 30 days prior to the deadline.

This scope and fee does not include conducting a public hearing.

3.12. Task 12 – Traffic Noise Analysis

The project does not affect vehicular traffic therefore, we do not anticipate TxDOT requiring a traffic noise analysis. A traffic noise analysis is not included in the proposed scope of work. This service may be added by supplemental agreement if required.

This scope assumes building permits will not be issued for development adjacent to the proposed project prior to the date of public knowledge (per the noise guidance, the date of public knowledge is the date of the approval of the categorical exclusion (CE)). Detailed noise abatement analyses associated with currently unknown development adjacent to the project is not included in this scope of services, but it can be provided as an additional service upon written authorization by the City. This scope also does not include services associated with hosting or participation in a noise workshop.

4. Roadway Design

4.1. Typical Sections

The Consultant shall prepare existing and proposed typical sections for roadways and structures. Typical sections must include width of travel lanes, direction of travel, shoulders, outer separations, border widths, curb and gutter, curb offsets, median islands, sidewalks, and other pertinent cross-sectional elements, as well as the ROW. The typical section must also depict proposed gradeline, centerline, pavement section material types and depths, sodding or seeding limits, traffic barriers, SUP/sidewalks, and station limits.

4.2. Earthwork (Cut and Fill Quantities)

The Consultant shall develop earthwork quantities and provide final design cross sections at 50 foot intervals and at intersections, culvert crossings, or other areas of impact as determined by the Consultant. The Consultant shall provide OpenRoads templates and supporting design files used to generate the design cross sections. Annotation shall include at a minimum stationing, existing and proposed ROW/easements, cross-slopes, side-slopes, offset distances to grade breaks, etc. The Consultant shall submit cross sections at the 60%, 90%, and final submittals. The Consultant shall also submit the current OpenRoads generated 3D model for each submittal.

4.3. Cross Streets

The Consultant shall provide intersection layouts detailing the pavement and drainage designs at the intersection of each cross street. The layouts must include horizontal and vertical alignments, curb returns, geometrics, transition lengths, street names, stationing, pavement elevations, drainage details, contours, and ADAAG compliance items and other non-standard facilities for bicycles and pedestrians.

4.4. Pedestrian and Bicycle Facilities

The Consultant shall coordinate with the City to incorporate pedestrian and bicycle facilities. Pedestrian and bicycle facilities must be designed in accordance with the latest ADAAG, the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities, National Association of City Transportation Officials (NACTO) Urban Street Design Guide and Urban Bikeway Guide, and 2016 Mobility Bond Corridor Design Standards.

Consultant shall submit to TDLR (through Registered Accessibility Specialists) for review at 90% in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents
- Perform the final inspection of the project upon completion

The proposal excludes services to determine compliance with other federal, state, or local accessibility requirements such as Public Rights-of-Way Guidelines (PROWAG) and accessibility

requirements of building and housing codes such as the International Building Code (IBC).

4.5. Urban Design, Landscape Architecture and Placemaking

The Consultant shall coordinate with City to incorporate plans, sections, details, specifications and estimates that describe the proposed urban design and placemaking improvements, in the hardscape, landscape, and irrigation plans. The urban design and placemaking improvements shall be limited to: pavement treatments and materials, crosswalk treatments, bicycle racks, and park benches.

Deliverables:

- Roadway Plan sheets in accordance with the PS&E submittals
- Urban Design/Hardscape Plan sheets in accordance with the PS&E submittals
- Typical design cross-sections on 11x17 .pdf format sheets
- Design cross sections on 11x17 .pdf format sheets
- Design files in 2D and 3D (as applicable) (.dgn format)
- OpenRoads 3D model, template library and supporting files used in the 3D model generation

5. Drainage

A proposed hydraulic analysis is required at two locations for the proposed project. One is for the channel on the south side and running parallel to Founders Park Road. The second is for the proposed channel on the south side and parallel to US 290. Both analysis will be for the purpose of installing a pedestrian bridge over each creek.

5.1. Drainage Design Criteria

The Consultant shall utilize current adopted design criteria for City of Dripping Springs and TxDOT in preparing the hydraulic analysis.

5.2. Complex Hydraulic Design and Documentation

The Consultant shall provide the following services:

- Gather pertinent information regarding existing drainage facilities and features from existing plans and other available studies or sources.
- Perform a hydrologic impact analysis using the Rational Method to determine if the increased impervious cover associated with the proposed sidewalks will result in an increase in peak flow rates for the 2-yr, 25-yr, 10-yr, and 100-yr storm events.
- Perform a hydraulic impact analysis for two (2) proposed pedestrian bridges using flow rates from hydrologic impact analysis and appropriate hydraulic methods, which may include computer models such as Bentley FlowMaster.
- Develop a TCSS Manual Waiver Request Letter summarizing the methodology and assumptions used in developing the hydrologic and hydraulic analyses.
- Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer models such as HEC-RAS, unsteady HEC-RAS or 2D models such as SWMM. Consultants shall not use versions beyond those noted above without first discussing with City/TxDOT. Consider pre-construction, present and post-construction conditions, as well as

future widening

5.3. Scour Analysis

The Consultant shall provide the following services:

- Perform a scour analysis for two proposed pedestrian bridge structures.
- Update the effective hydraulic model to reflect Atlas 14 rainfall and new updated geometry to reflect the proposed conditions.
- Provide City the potential scour depths, envelope and recommended countermeasures including bridge design modifications and/or revetment

5.4. Plans for Hydraulics Structures

The Consultant shall provide the following sheets and documents, as appropriate:

- Hydrologic/Hydraulic/Scour Data Sheets
- Prepare drainage area maps
- Depict and annotate utility facilities and clearances
- Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts
- Consider pedestrian facilities, utility impacts, driveway grades
- Prepare Hydraulic Data Sheets for bridge or cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek or bayou), if applicable

Deliverables:

- Plan sheets in accordance with the PS&E submittals (Concept workshops, 60%, 90%, 100%)
- All files from the software used to produce the other deliverables (CAD, StormCad, HEC-RAS, etc.)

The following services are not included in this scope of work and would be considered additional services:

- A hydrology/hydraulic/drainage report
- Hydraulic Impact Analysis of ditches and/or storm drain.
- Design of any detention facilities.
- Design of any water quality facilities.
- Coordination with TCEQ.
- Outlet or Inlet structures
- Quantities for drainage elements
- And structural details for drainage elements

6. Signing, Pavement Markings and Signalization

6.1. Signing

The Consultant shall prepare drawings, specifications, and details for signs in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). As applicable, the Consultant shall coordinate with CITY for overall signing strategies and placement of

signs. The consultant shall prepare the following drawings, specifications and details for signs

- Signing - Small Sign Layouts
- Signing - Small Sign Summary Sheets
- Signing – Standards

6.2. Pavement Markings

The Consultant shall detail both permanent and temporary pavement markings and channelization devices in accordance with the TMUTCD on plan sheets created for sidewalks and on the typical sections. The Consultant shall coordinate with CITY for pavement marking strategies. The Consultant shall select pavement markings from the latest City/State standards, as applicable. The Consultant shall provide the following information:

- Existing signs to remain, to be removed, to be relocated or replaced
- Proposed signs (illustrated, numbered and sized)
- Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
- Quantities of existing pavement markings to be removed
- Proposed delineators, object markers, and mailboxes
- Direction of traffic flow on roadways

6.3. Traffic Signals

The Consultant shall prepare Traffic Signal Plans for warranted traffic signals. The effort proposed will include reconfiguring Ped Poles at each corner to meet ADA compliant requirements. The existing signal pole at the South-West corner will not be relocated to accommodate the relocated curb at this corner. Modifications to the signals will not require new signal poles or

The Consultant shall develop quantities, general notes, and specifications and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting must be designed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and standards. The Consultant shall provide the following information in the Traffic Signal Plans:

- Estimate and quantity sheet
 - List of bid items
 - Bid item quantities
 - Specification item number
 - Paid item description and unit of measure
- General notes and specification data
- Plan sheet(s)
 - Existing traffic control infrastructure that will remain (signals, signs, markings, etc.)
 - Existing utilities
 - Proposed highway improvements
 - Proposed installation
 - No additional traffic controls are proposed

- Existing illumination attached to signal poles will not be revised.
- No changes to power pole source are proposed.
- Notes for plan layout
- Phase sequence diagram(s) (re-created from existing plans)
 - Signal locations
 - Signal indications
 - Phase diagram
 - Signal sequence table
- General Requirements
 - Prepare governing specifications and special provisions list
 - Prepare project estimate

Deliverables:

- General notes and specification data
- Summary of Quantities
- Plan sheets
- Phase sequence diagram(s)
- Signal Detail Sheets
- Signal Standard Sheets

7. Miscellaneous Items

7.1. Traffic Control Plan (TCP), Detours, Sequence of Construction

The Consultant shall prepare TCP using TxDOT standard details. A detailed TCP is not required for this scope of work. Advanced warning signs shall be shown on an project layout sheet. All TCP appurtenances must be developed in accordance with the latest edition of the TMUTCD and applicable City/State design requirements, to include special approvals such as, night-time work operation, long-term lane closures, and work during peak hours and others, as required. The Consultant shall implement the current City/State Barricade and Construction (BC) standards and TCP standards as applicable.

Deliverables:

- Applicable traffic control plans and details
- Quantity and item summaries for the TCP

7.2. Stormwater Pollution Prevention Plans (SW3P)

The Consultant shall develop SW3P in conformance with the TCP to minimize potential impact to receiving waterways. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and required permanent erosion control. The SW3P shall be incorporated into the plan set via erosion/sedimentation control plan and tree protection sheets. The report and forms of the SW3P to meet City of Dripping Springs, TCEQ and City of Austin requirements shall be incorporated into the project manual for bidding.

Deliverables:

- SW3P sheets, report and forms (NOI, NOT, inspection, etc) and standard details

7.3. Compute and Tabulate Quantities for Construction Bid Items

The Consultant shall develop and tabulate pay items on estimate summary and quantity sheets.

Deliverables:

- Summary and Quantity sheets

7.4. Utility Conflict Review

The Consultant shall seek to avoid utility conflicts where. The Consultant shall work with CITY to confirm necessary utility relocations and provide adequate spacing to meet clearances, utility constructability and future access.

7.5. Removal Plans

The Consultant shall develop details to depict and quantify removals necessary to implement the proposed improvements.

Deliverables:

- Removal Plan Sheets

7.6. Estimate

Utilizing TxDOT specified bid items, the Consultant shall independently develop and report quantities necessary to construct the project in TxDOT bid format at the specified deliverable milestones and Final PS&E submittals. The Consultant shall prepare and submit a basis of estimate for all pay quantities and submit to CITY for each milestone deliverable. Escalation and contingency shall be clearly shown and separate from bid items.

Deliverables:

- Quantity Estimates
- Basis of Estimates in .pdf file formats

7.7. Specifications and General Notes

The Consultant shall identify and prepare necessary standard specifications, special specifications, special provisions and the appropriate reference items for inclusion in the construction manual, plans and pertinent bidding documents.

Deliverables:

- Special provisions to standard specifications, special specifications and general notes in Word (with tracked changes on) and electronic .pdf format

8. Bridge Design

8.1. Bridge Layouts

The Consultant shall prepare a bridge layout plan sheet for two proposed bridges along Rob Shelton Blvd. One bridge is proposed over the channel in the South East corner of US 290 and Rob Shelton Blvd. The second bridge is located at the South West Corner of Rob Shelton and Founder Park Road over the existing Channel. The proposed bridges shall utilize a prefabricated super structure. The Consultant shall comply with relevant sections of the latest edition of the State's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide, and AASHTO LRFD Bridge Design Specifications and respective checklists. Each bridge layout sheet must include bridge typical sections, structural dimensions, abutment and bent locations. The Consultant shall locate and plot soil borings and utilities.

- Bridges are those discussed with the CITY during scope development
- The Consultant shall determine the location of each soil boring needed for foundation design in accordance with applicable geotechnical reference manuals
- The Consultant shall submit preliminary bridge layouts, with associated documentation for prior to 60%
- The Consultant shall submit final bridge layouts to City for approval at 60% PS&E submittal
- The Consultant shall comply with relevant sections of the State's LRFD Bridge Design Guide, Bridge Project Development Manual, Bridge Detailing Manual, and AASHTO LRFD Bridge Design Specifications 7th Edition and respective checklists
- Each bridge layout sheet shall include horizontal and vertical alignment data, bridge typical sections, structural dimensions, abutment and bent locations, superstructure and substructure types. Locate and plot soil borings (including groundwater information) and utilities.

Deliverables:

- Bridge Layouts

8.2. Bridge Detail Summary

The Consultant shall prepare total bridge quantities, estimates, and summary sheets for each bridge.

Deliverables:

- Bridge structural details

8.3. Bridge Structural Details

The Consultant shall prepare each structural design and develop detailed structural drawings of required details in compliance with above-listed manuals and guidelines. The Consultant shall assemble and complete applicable CITY Standard Details sheets. Additionally, the Consultant shall:

- Perform calculations for design of bridge abutments
- Perform calculations to determine elevations of bridge substructure and super structure elements

- Prepare necessary foundation details and plan sheets
- Prepare plan sheets for abutment design
- Prepare plan sheets for additional abutment details
- Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.
- Prepare special provisions and special specifications in accordance to the above-listed manuals and guidelines

The following services are not included in this scope of work and would be considered additional services:

- Structural design and details for superstructure elements including bridge slabs, railings, and beams
- No design or detailing of steel elements are included.
- Bearing elements other neoprene bearing pads.

9. Environmental Permits Issues and Commitments (EPIC) Sheets

The Consultant shall complete the latest version of the EPIC sheets, as required. These sheets must be designed, sealed and dated by the Consultant as indicated in signature block. The final sheets must be submitted for CITY signature. The EPIC sheets are supplemented by the City-required erosion/sedimentation control and tree protection plan sheets and standard details.

Deliverables:

- EPIC Sheets
- Erosion/sedimentation control and tree protection plan sheets
- Two standard notes/detail sheets provided by CITY
- Special details if required for the project

10. Plan Preparation

Plans shall facilitate City of Dripping Springs / TxDOT reviews in accordance with applicable design review checklists for the following milestone deliverables 60% (Concept Site Plan), and 90% (Full Site Plan)). Prior to the 60% submittal, the Consultant shall schedule a workshop to review conceptual traffic control plans, 3D models and/or design cross-sections with CITY. The CITY will review the proposed profiles, 3D models (if applicable), and cross sections.

10.1. Plan Sheet Sequence

As applicable, the Consultant shall prepare plans following the sheet sequence (table of contents) below.

- General
 - Title Sheet* using CITY template cover sheet FNI cover sheet can be used if the City does not have a template)
 - Index of Sheets* Project Layout*
 - Roadway Typical Sections*

General Notes** including two standard notes sheets provided by CITYProject-specific notes and sequence of construction
 Boring logs sheet(s)
 Special notes for Edwards Aquifer / Void & Water Flow Mitigation (if required)Estimate and Quantity Sheets
 Quantity Summary Sheets**

- Traffic Control Plan
 - Traffic Control Plan (TCP) Sheets** Notes and Barricade summary tablesStandards
- Roadway Details
 - Survey and Control Index Sheets* (signed/sealed by surveyor) Horizontal and Vertical Control Sheets*
 - Removal Plan Sheets*
 - Roadway Plan and Profile Sheets* Urban Design Sheets*
 - Placemaking Details*
 - Intersection Details**
 - Driveway Details**
 - Miscellaneous Details Standards
- Drainage Details
 - Drainage Area Map Sheets*
 - Impervious cover calculations for new and redeveloped impervious cover * Hydraulic Calculation Sheets with existing and proposed drainage calculations*
 - Bridge Scour Analysis with countermeasures Culvert Layouts* (if required)
 - Miscellaneous Details Standards
- Utilities
 - Existing Utility Plan Sheets*
- Bridges
 - Bridge Hydraulic Data Sheets*
 - Bridge Layouts*
 - Detailed Quantity Summary, and

Structural Details**Standards

- Traffic Items
 - Traffic
 - Signal
 - Layouts*
 - Traffic
 - Signal
 - Details**
 - Illumination**
 - Signing**
 - Pavement
 - Markings*
 - *Standards
- Environmental Issues
 - Erosion/Sedimentation Control and tree protection plans depicting floodplain, water quality zones, critical environmental features and required buffers**
 - SW3P and EPIC Sheet**
 - Standards (including two standard sheets provided by CITY, and any others required for the project)

10.2. Plan Submittals

The Consultant shall provide the following information at each submittal:

- 60% Review Submittal (Concept Site Plan Application)
 - Electronic .PDF version of 11" x 17" plan sheets
 - Estimate of construction cost
 - One set (roll plot format) TCP phasing layouts, one .pdf file for plan sheets for TCP concept
 - Impervious cover calculations (in square feet) for new and/or redeveloped impervious cover
 - Drainage calculations (provide in *.zip file), RSMP waiver for detention and/or Fee-in-Lieu request for water quality controls, as applicable
 - Plan set meeting City design and permitting standards
 - Summary table of design waivers, variances, and/or alternative compliance requests from City Land Development Code, Transportation Criteria Manual, Drainage Criteria Manual, Environmental Criteria Manual, Utilities Criteria Manual, and other required codes and regulations. For waivers requiring Board and Commission or City Council approvals, consultant will prepare justification letters and exhibits for requested variances.
 - Project Manual including table of contents listing proposed standard specifications (front-end contract documents), standard technical specifications, special provisions, and special specifications
- 90% Review Submittal (Full Site Plan Application)
 - Electronic .PDF version of 11" x 17" plan sheets, including updated design cross-sections and full set of plan sheets as listed above

- Response comments from 60% submittal
- Construction schedule with supporting documentation for calendars, production rates, etc.
- If applicable, a detailed 3D model, in DGN format, created using OpenRoads, OpenBridge and/or 3D MicroStation\Civil tools, and with detail to verify the design of the 90% plan sheets
- List of governing Specifications and Special Provisions in addition to those required
- New Special Specifications and Special Provisions with Form 1814, if applicable
- Marked up general notes
- Plans estimate
- Special Specifications/Provisions
- Consultant signed, sealed and dated supplemental sheets (8 ½" x 11")
- Right-of-Way, Relocation, Encroachment, Utilities and Railroad certification, as applicable
- Impervious cover calculations (in square feet) for new and/or redeveloped impervious cover
- Drainage calculations (provide in *.zip file), RSMP waiver for detention and/or Fee-in-Lieurequest for water quality controls, as applicable
- Summary table of design waivers, variances, and/or alternative compliance requests from CityLand Development Code, Transportation Criteria Manual, Drainage Criteria Manual, Environmental Criteria Manual, Utilities Criteria Manual, and other required codes and regulations. For waivers requiring Board and Commission or City Council approvals, consultant will prepare justification letters and exhibits for requested variances.
- Other supporting documents
- Project submitted to TDLR (through Registered Accessibility Specialists) for review.
- Final Submittal
 - Final plan sheets as needed from 90% review comments
 - Final supporting documents from 90% review comments
 - If applicable, a final 3D model, in DGN format, LandXML format and other format (as directed by CITY) created using OpenRoads, OpenBridge and/or 3D MicroStation\Civil tools
 - Complete bid-ready project manual
 - All TDLR comments addressed and accepted.

10.3. Electronic Copies

The Consultant shall furnish CITY with a flash drive of the final plans in the current CADD system used by CITY, .pdf format, and in CITY's File Management System (FMS) format. The Consultant shall also provide separate flash drive containing cross section information (in dgn, XLR, & ASCII formats) for CITY contractor to use. The Consultant shall provide an electronic copy of Primavera file or the latest scheduling program used by CITY for construction time estimate.

11. Construction Phase Services

The Engineer shall provide Construction Phase Services at the written request of the City's

Project Manager. The written request must include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include the following:

1. Review and approval of shop drawings
2. Responding to requests for information (RFIs)
3. Providing minor redesign (major redesign should be handled with a contract supplement), which will include changes to the affected plan sheets and an updated copy of the 3D model (if applicable).
4. Answering general questions
5. Providing clarification
6. Other project related tasks in support of the City & State during construction

ATTACHMENT "B"

Fee Summary

PROJECT NAME	Rob Shelton Redestrian Improvments	DATE	4/28/2016
CLIENT	City of Dripping Springs	GROUP	1146
		PM	Michael Brown

FEE BY	QC CHECKED BY	FNI PROJECT NUMBER
Michael Brown	Chris Trevino	

ITEM DESCRIPTION	TOTAL
-------------------------	--------------

Engineering			
Roadway Design			\$ 33,115
Drainage			\$ 30,937
Signing, Pavement Markings and Signalization			\$ 14,408
Miscellaneous Items			\$ 13,592
Bridge Design			\$ 35,496
Plan Preparation			\$ 9,636
		SUBTOTAL	\$ 137,184
Surveying			
Surveying			\$ 20,957
		SUBTOTAL	\$ 20,957
Environmental			
Environmental Document (Categorical Exclusion)			\$ 57,806
Environmental Permits Issues and Commitments (EPIC) Sheets			\$ 3,670
		SUBTOTAL	\$ 61,476
PSE Administration			
Material, Labor and Overhead for Signals and Associated Appurtenances			\$ 14,380
		SUBTOTAL	\$ 14,380
Construction Phase Services			
Construction Phase Services			\$ 5,143
		SUBTOTAL	\$ 5,143
TOTAL -			\$ 239,139

Page 1 of 1

City of Dripping Springs Rob Shelton Blvd Pedestrian Improvments 4/28/2021 Detailed Cost Breakdown	Project Fee Summary
	Basic Services \$ 239,139
	Special Services \$ -
	Total Project \$ 239,139

Tasks				La							
Phase	Task	Basic or Special	Task Description	Michael Brown	Chris Trevino	Attila Fogarasi	Megan Flanigan	Joseph Lara	Tom Dixon	Patrick Garnett	Tam Tran

				\$269	\$175	\$179	\$107	\$66	\$198	\$186	\$95
1	Basic	Project Management and Administration									
		Progress Reporting and Invoicing	6								
		Project Meetings/Workshops	10				18				
		Scheduling/Coordination	6								
		Contract Time Determination (CTD)	4				4				
		Right-of-Entry									
		Consultant Quality Assurance (QA) and Quality Control (QC)		12							
		Milestone Submittal Acceptance/Technical Reviews	4				4				
		Use of Standards					2				
		Design Controls					2				
		General Design Criteria					2				
2	Basic	Survey Criteria									
3	Basic	Environmental Document (Categorical Exclusion)									
		Initial Coordination and Project Scope for Environmental Review Documents							4	10	12
		Data Collection							2	22	24
		Right-of-Entry Letters									
		Air Quality Analysis									
		Cultural Resources							4	14	20
		Community Impact Assessment							4	16	20
		Water Resources Report	4						6	24	30
		Tier I Site Assessment	4						8	32	42
		Hazardous Materials	4						6	22	32
		Public Meeting									
		Notice Affording Opportunity for Public Hearing							6	12	12
		Traffic Noise Analysis									
4	Basic	Roadway Design									
		Typical Sections	4				12	24			
		Earthwork (Cut and Fill Quantities)			24		20				
		Cross Streets									
		Pedestrian and Bicycle Facilities	10				100	60			
		Urban Design, Landscape Architecture and Placemaking					8	4			

5	Basic	Drainage									
		Drainage Design Criteria									
		Complex Hydraulic Design and Documentation									
		Scour Analysis									
		Plans for Hydraulics Structures									
6	Basic	Signing, Pavement Markings and Signalization									
		Signing	2			4	8				
		Pavement Markings	2			4	8				
		Traffic Signals	6			28	28				
7	Basic	Miscellaneous Items									
		Traffic Control Plan (TCP), Detours, Sequence of Construction	2			10	8				
		Stormwater Pollution Prevention Plans (SW3P)				12	40				

City of Dripping Springs			Project Fee Summary								
Rob Shelton Blvd Pedestrian Improvments 4/28/2021 Detailed Cost Breakdown			Basic Services	\$	239,139						
			Special Services	\$	-						
			Total Project	\$	239,139						

Tasks			La								
Phase	Task	Basic or Special	Task Description	Michael Brown	Chris Trevino	Attila Fogarasi	Megan Flanigan	Joseph Lara	Tom Dixon	Patrick Garnett	Tam Tran
			Compute and Tabulate Quantities for Construction Bid	\$269	\$175	\$179	\$107	\$66	\$198	\$186	\$95
							8	16			

			Items									
			Utility Conflict Review	2			8	4				
			Removal Plans					12				
			Estimate	2			12					
			Specifications and General Notes	2			8					
8	Basic		Bridge Design									
			Bridge Layouts	2		40	60					
			Bridge Detail Summary	2		40	40					
9	Basic		Environmental Permits Issues and Commitments (EPIC) Sheets	4			12	20				
10	Basic		Plan Preparation									
			Plan Sheet Sequence	8			32	32				
			Plan Submittals	2			4	8				
			Electronic Copies				2	4				
11	Basic		Construction Phase Services	8			28					
Total Hours / Quantity				100	12	104	444	276	40	152	192	
Total Effort				\$ 26,945	\$ 2,100	\$ 18,591	\$ 47,370	\$ 18,108	\$ 7,938	\$ 28,302	\$ 18,332	
Tasks				bor								
Phase	Task	Basic or Special	Task Description	Will Huff	Samuel Levatino	Noe Ortiz	Kevin St. Jacques	Feridoon Malekghassemi	Billy Metzger	Total Hours	Total Labor Effort	
1	Basic		Project Management and Administration									
			Progress Reporting and Invoicing						4	10	\$ 2,175	
			Project Meetings/Workshops							28	\$ 4,615	
			Scheduling/Coordination							6	\$ 1,617	
			Contract Time Determination (CTD)							8	\$ 1,505	
			Right-of-Entry								\$ -	
			Consultant Quality Assurance (QA) and Quality Control (QC)							12	\$ 2,100	
			Milestone Submittal Acceptance/Technical Reviews							8	\$ 1,505	
			Use of Standards							2	\$ 213	
			Design Controls							2	\$ 213	
			General Design Criteria							2	\$ 213	
											\$ -	
2	Basic		Survey Criteria								\$ -	
											\$ -	
3	Basic		Environmental Document (Categorical Exclusion)								\$ -	

			Scour Analysis	8	32					40	\$	4,628
			Plans for Hydraulics Structures	16	24	24				64	\$	9,162
											\$	-
6	Basic		Signing, Pavement Markings and Signalization								\$	-
			Signing							14	\$	1,491
			Pavement Markings							14	\$	1,491
			Traffic Signals			20				82	\$	11,427
											\$	-
7	Basic		Miscellaneous Items								\$	-
			Traffic Control Plan (TCP), Detours, Sequence of Construction							20	\$	2,131
			Stormwater Pollution Prevention Plans (SW3P)							52	\$	3,905
Tasks				bor								
Phase	Task	Basic or Special	Task Description	Will Huff	Samuel Levatino	Noe Ortiz	Kevin St. Jacques	Feridoon Malekghassemi	Billy Metzger	Total Hours	Total Labor Effort	
				\$170	\$102	\$166	\$249	\$190	\$140			
			Compute and Tabulate Quantities for Construction Bid Items							24	\$	1,903
			Utility Conflict Review							14	\$	1,655
			Removal Plans							12	\$	787
			Estimate							14	\$	1,819
			Specifications and General Notes							10	\$	1,392
											\$	-
8	Basic		Bridge Design								\$	-
			Bridge Layouts					16		118	\$	17,134
			Bridge Detail Summary							82	\$	11,957
											\$	-
9	Basic		Environmental Permits Issues and Commitments (EPIC) Sheets							36	\$	-

									3,670	
									\$	
									-	
10	Basic		Plan Preparation						\$	
									-	
			Plan Sheet Sequence					72	\$	
									7,669	
			Plan Submittals					14	\$	
									1,491	
			Electronic Copies					6	\$	
									476	
									\$	
									-	
11	Basic		Construction Phase Services					36	\$	
									5,143	
									\$	
									-	
Total Hours / Quantity				60	164	24	20	16	4	1,608
Total Effort				\$ 10,191	\$ 16,753	\$ 3,993	\$ 4,986	\$ 3,044	\$ 558	\$ 207,212

City of Dripping Springs Project Fee Summary

Rob Shelton Blvd Pedestrian Improvments 4/28/2021 Detailed Cost Breakdown	Basic Services	239,139
	Special Services	-
	Total Project	239,139

Tasks				Expenses				
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles			Total Expense Effort
1		Basic	Project Management and Administration		400			\$
								224
			Progress Reporting and Invoicing	10				\$
								-
			Project Meetings/Workshops	28				\$
								-
			Scheduling/Coordination	6				\$
								-
			Contract Time Determination (CTD)	8				\$
								-
			Right-of-Entry					\$
								-
			Consultant Quality Assurance (QA) and Quality Control (QC)	12				\$
								-
			Milestone Submittal Acceptance/Technical Reviews	8				\$
								-
			Use of Standards	2				\$
								-
			Design Controls	2				\$
								-
			General Design Criteria	2				\$

										\$
5	Basic	Drainage								\$
		Drainage Design Criteria			6					\$
		Complex Hydraulic Design and Documentation			138					\$
		Scour Analysis			40					\$
		Plans for Hydraulics Structures			64					\$
										\$
6	Basic	Signing, Pavement Markings and Signalization								\$
		Signing			14					\$
		Pavement Markings			14					\$
		Traffic Signals			82					\$
										\$
7	Basic	Miscellaneous Items								\$
		Traffic Control Plan (TCP), Detours, Sequence of Construction			20					\$
		Stormwater Pollution Prevention Plans (SW3P)			52					\$
City of Dripping Springs					Project Fee Summary					
Rob Shelton Blvd Pedestrian Improvments 4/28/2021 Detailed Cost Breakdown					Basic Services		239,139			
					Special Services		-			
					Total Project		239,139			

Tasks				Expenses						
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles					Total Expense Effort
			Compute and Tabulate Quantities for Construction Bid Items	24						\$
			Utility Conflict Review	14						\$
			Removal Plans	12						\$
			Estimate	14						\$
			Specifications and General Notes	10						\$
										\$

	8	Basic	Bridge Design										\$
			Bridge Layouts	118									\$
			Bridge Detail Summary	82									\$
													\$
	9	Basic	Environmental Permits Issues and Commitments (EPIC) Sheets	36									\$
													\$
	10	Basic	Plan Preparation										\$
			Plan Sheet Sequence	72									\$
			Plan Submittals	14									\$
			Electronic Copies	6									\$
													\$
	11	Basic	Construction Phase Services	36									\$
													\$
Total Hours / Quantity				1,608	400	-	-	-	-	-	-	-	-
Total Effort						\$	\$	\$	\$	\$	\$	\$	\$
				-	224	-	-	-	-	-	-	-	224
City of Dripping Springs				Project Fee Summary									
Rob Shelton Blvd Pedestrian Improvments 4/28/2021 Detailed Cost Breakdown				Basic Services 239,139									
				Special Services -									
				Total Project 239,139									

Tasks				Subconsultants				Total	
Phase	Task	Basic or Special	Task Description	Maestas	Altura	Rock		Total Sub Effort	Total Effort
	1	Basic	Project Management and Administration					\$	\$
								-	224
			Progress Reporting and Invoicing					\$	\$
								-	2,175
			Project Meetings/Workshops					\$	\$
								-	4,615
			Scheduling/Coordination					\$	\$
								-	1,617
			Contract Time Determination (CTD)					\$	\$
								-	1,505
			Right-of-Entry					\$	\$

			Consultant Quality Assurance (QA) and Quality Control (QC)					\$	\$
									2,100
			Milestone Submittal Acceptance/Technical Reviews					\$	\$
									1,505
			Use of Standards					\$	\$
									213
			Design Controls					\$	\$
									213
			General Design Criteria					\$	\$
									213
								\$	\$
									-
2	Basic		Survey Criteria	19,959				\$	\$
									-
									-
									20,957
								\$	\$
									-
3	Basic		Environmental Document (Categorical Exclusion)					\$	\$
									-
			Initial Coordination and Project Scope for Environmental Review Documents					\$	\$
									3,802
			Data Collection					\$	\$
									6,785
			Right-of-Entry Letters					\$	\$
									-
			Air Quality Analysis					\$	\$
									-
			Cultural Resources					\$	\$
									5,310
			Community Impact Assessment					\$	\$
									5,683
			Water Resources Report					\$	\$
									9,602
			Tier I Site Assessment					\$	\$
									12,634
			Hazardous Materials					\$	\$
									9,420
			Public Meeting					\$	\$
									-
			Notice Affording Opportunity for Public Hearing					\$	\$
									4,571
			Traffic Noise Analysis					\$	\$
									-

								\$	
4	Basic	Roadway Design						\$	
		Typical Sections						\$	\$
								-	3,933
		Earthwork (Cut and Fill Quantities)						\$	\$
								-	6,424
		Cross Streets						\$	\$
								-	-
		Pedestrian and Bicycle Facilities		4,135				\$	\$
								-	-
								4,342	21,642
		Urban Design, Landscape Architecture and Placemaking						\$	\$
								-	1,116
								\$	
								-	-
5	Basic	Drainage						\$	
		Drainage Design Criteria						\$	\$
								-	613
		Complex Hydraulic Design and Documentation						\$	\$
								-	16,534
		Scour Analysis						\$	\$
								-	4,628
		Plans for Hydraulics Structures						\$	\$
								-	9,162
								\$	
								-	-
6	Basic	Signing, Pavement Markings and Signalization						\$	
		Signing						\$	\$
								-	1,491
		Pavement Markings						\$	\$
								-	1,491
		Traffic Signals						\$	\$
								-	11,427
								\$	
								-	-
7	Basic	Miscellaneous Items						\$	
		Traffic Control Plan (TCP), Detours, Sequence of Construction						\$	\$
								-	2,131
		Stormwater Pollution Prevention Plans (SW3P)						\$	\$

									3,905
City of Dripping Springs					Project Fee Summary				
Rob Shelton Blvd Pedestrian Improvments 4/28/2021 Detailed Cost Breakdown					Basic Services	239,139			
					Special Services	-			
					Total Project	239,139			

Tasks				Subconsultants				Total	
Phase	Task	Basic or Special	Task Description	Maestas	Altura	Rock		Total Sub Effort	Total Effort
			Compute and Tabulate Quantities for Construction Bid Items					\$	\$
			Utility Conflict Review					\$	\$
			Removal Plans					\$	\$
			Estimate					\$	\$
			Specifications and General Notes					\$	\$
								\$	\$
	8	Basic	Bridge Design					\$	\$
			Bridge Layouts			6,100		\$	\$
			Bridge Detail Summary					\$	\$
								\$	\$
	9	Basic	Environmental Permits Issues and Commitments (EPIC) Sheets					\$	\$
								\$	\$
	10	Basic	Plan Preparation					\$	\$
			Plan Sheet Sequence					\$	\$
			Plan Submittals					\$	\$
			Electronic Copies					\$	\$
								\$	\$
	11	Basic	Construction Phase Services					\$	\$
								\$	\$

								\$
								\$
Total Hours / Quantity	\$	\$	\$	\$				
	19,959	4,135	6,100	-				
Total Effort	\$	\$	\$	\$	\$	\$	\$	\$
	20,957	4,342	6,405	-	31,704			239,139

ATTACHMENT "C"

(I)

Proposed Budget Amendment

June 8, 2021

General Fund:

Expenditures:

- Office IT Equipment and Support has been increased by **\$3,000.00** (From \$63,070.00 to \$66,070.00)
 - This increase is being included for a replacement computer for a Planning Assistant. This increase is being offset by a reduction in the Contingencies/Emergency Fund.
- Software Purchase, Agreements and Licenses has been increased by **\$350.00** (From \$213,372.96 to \$213,722.96)
 - This increase is being included for the use of MuniCode's online document storage. MuniCode is currently hosts the City's online codification. This additional feature will allow for the uploading of non-codified ordinances and resolutions for public viewing. This increase is being offset by a reduction in the Contingencies/Emergency Fund.
- Contingencies/Emergency Fund has been decreased by **\$3,350.00** (From \$86,373.78 to 83,023.78)
 - \$36,373.78 related to storm damage costs. \$46,650.00 is still available in the line item to cover any unforeseen expenditures.

Wastewater Utility Fund:

Expenses:

- Non-Routine Operations has been increased by **\$25,000.00** (From \$150,000.00 to \$175,000.00)
 - This increase is being included for the installation of the Wastewater Systems SCADA Alert System at the Wastewater Treatment Plant.
- Phone/Network has been increased by **\$500.00** (From \$6,000.00 to \$6,500.00)
 - This increase is being included to cover the additional networking costs related to the SCADA Alert System.

	Current	Proposed	Change
Balance Forward	411,619.99		
Revenue			
AD Valorem	1,631,317.76		
AV P&I	4,000.00		
Sales Tax	3,514,931.20		
Mixed Beverage	58,000.00		
Alcohol Permits	5,000.00		
Fire Inspections	10,000.00		
Bank Interest	35,000.00		
Development Fees:			
Subdivision	622,200.00		
Site Dev	194,900.00		
Zoning/Signs/Ord	65,000.00		
Building Code	1,000,000.00		
Transportation			
Solid Waste	36,000.00		
Health Permits/Inspections	45,000.00		
Municipal Court	250.00		
Other Income	40,000.00		
TXF from Capital Improvements	-		
TXF DSRP On Call	10,400.00		
TXF from HOT	2,200.00		
FEMA Dam Repair	205,967.45		
CARES Act	124,587.56		
Total	8,016,373.96		
Expense			
Supplies	25,000.00		
Office IT Equipment and Support	63,070.00	66,070.00	3,000.00
Software Purchase, Agreements and Licenses	213,372.96	213,722.96	350.00
Website	6,625.00		
Communications Network/Phone	25,000.00		
Miscellaneous Office Equipment	6,000.00		
Utilities:			
Street Lights	20,000.00		
Streets Water	4,000.00		
Office Electric	4,000.00		
Office Water	650.00		
Stephenson Electric	1,500.00		
Stephenson Water	500.00		
Transportation:			
Improvement Projects	367,004.00		
Street & ROW Maintenance	175,000.00		
Street Improvements	250,000.00		
Office Maintenance/Repairs	10,860.00		
Stephenson Building & Lawn Maintenance	5,500.00		
Maintenance Equipment	9,000.00		
Equipment Maintenance	1,675.00		
Maintenance Supplies	4,525.00		
Fleet Acquisition	84,800.00		
Fleet Maintenance	13,350.00		
City Hall Improvements	5,000.00		
Maintenance Uniforms	1,575.00		
Special Projects:			
Family Violence Ctr	7,000.00		
Lighting Compliance	2,000.00		
Economic Development	5,000.00		
Records Management	1,000.00		
Government Affairs	10,000.00		
Stephenson Parking Lot Improvements	-		
Stephenson Building Rehabilitation	14,000.00		
OFR Grant Writer	7,500.00		
Future Land Use Plan	50,000.00		
Land Acquisition	65,401.30		
Downtown Bathroom	100,000.00		
Public Safety:			
Emergency Management Equipment	390.00		
Emergency Equipment Fire & Safety	996.00		
Emergency Mgt PR	4,000.00		
Emergency Equipment Maintenance&Service	18,371.00		
Animal Control	3,400.00		

	Current	Proposed	Change
Public Relations	5,000.00		
Postage	3,500.00		
TML Insurance:			
Liability	14,769.00		
Property	25,034.00		
Workers' Comp	22,026.00		
Dues, Fees, Subscriptions	30,000.00		
Public Notices	6,000.00		
City Sponsored Events	5,000.00		
Election	2,000.00		
Salaries	1,831,548.46		
Taxes	144,721.46		
Benefits	203,667.92		
Retirement	104,589.99		
DSRP Salaries	315,328.00		
DSRP Taxes	26,358.19		
DSRP Benefits	44,770.70		
DSRP Retirement	18,070.87		
Professional Services:			
Financial Services	125,000.00		
Engineering	70,000.00		
Special Counsel and Consultants	74,000.00		
Muni Court	15,500.00		
Bldg. Inspector	920,000.00		
Health Inspector	45,000.00		
Architectural and Landscape Consultants	5,000.00		
Historic District Consultant	3,000.00		
Lighting Consultant	1,000.00		
Human Resource Consultant	10,000.00		
Training/CE	38,979.07		
Code Publication	6,047.00		
Mileage	2,000.00		
Miscellaneous Office Expense	10,000.00		
Bad Debt Expense	5,000.00		
Contingencies/Emergency Fund	86,373.78	83,023.78	(3,350.00)
TXF to Reserve Fund	200,000.00		
TXF AV to TIF	169,379.41		
TXF to TIRZ	250,000.00		
Sales Tax TXF to WWU	635,614.99		
SPA & ECO D TXF	389,242.00		
TXF to DSRP	43,286.21		
TXF to Capital Improvement Fund	438,629.33		
Total	7,932,501.64	7,932,501.64	-

	Current	Proposed	Change
<u>PARKS</u>			
Revenue			
Sponsorships and Donations	25,000.00		
Programs and Events			
Aquatics Program Income	33,950.00		
Pool and Pavilion	13,900.00		
Park Rental Fees	1,650.00		
TXF from Parkland Dedication	172,200.00		
TXF from Landscaping Fund	6,500.00		
TXF from Contingency Funds	12,800.00		
TXF from DSRP			
Total Revenue	266,000.00		
Expense			
Other			
Dues Fees and Subscriptions	2,719.06		
Parks Activity Guide	5,000.00		
Total Other	7,719.06		
Public Improvements			
All Parks	50,000.00		
Founders Park	64,500.00		
S & R Park	62,000.00		
Charro Ranch Park			
Total Improvements	176,500.00		
Utilities			
Portable Toilets	5,780.00		
Triangle Electric	650.00		
Triangle Water	475.00		
S&R Park Water	13,000.00		
SRP Electric	1,200.00		
FMP Pool/ Pavilion Water	5,000.00		
FMP Pool/Electricity	6,500.00		
Pool Phone/Network	1,200.00		
Total Utilities	33,805.00		
Maintenance			
General Maintenance (All Parks)	250.00		
Trail Washout repairs	500.00		
Equipment Rental	1,000.00		
Founders Park/Pool	17,250.00		
S&R	14,020.00		
Charro Ranch Park	10,945.00		
Triangle/ Veteran's Memorial Park	800.00		
Total Maintenance	44,765.00		
Supplies			
General Parks	4,000.00		
Charro Ranch Supplies	200.00		
Founders Park Supplies	10,375.00		
Program and Events	-		
S&R Supplies	200.00		
Total Supplies	14,775.00		
Aquatics Staff	72,308.26		
Total Staff Expense	72,308.26		
Total Parks Expenditures	349,872.32		

	Current	Proposed	Change
<u>FOUNDERS DAY</u>			
Balance Fwd	26,392.83		
Revenue			
Craft booths/Business Booths	-		
Food booths	-		
BBQ cookers	-		
Carnival	-		
Parade	-		
Sponsorship	-		
Parking concession	-		
Electric	-		
Misc	-		
Total	26,392.83		
Expense			
Publicity	293.52		
Porta-Potties	-		
Security	-		
Barricades/Traffic Plan	-		
Bands/Music/Sound	-		
Clean Up	-		
Postage/Supplies/Misc.	-		
Sponsorship	-		
Parade	-		
Tent, Tables & Chairs	-		
Electricity	-		
FD Electrical Setup	-		
Contingencies	26,099.31		
Total expenses	26,392.83		
Balance Fwd	-		
<u>CONSOLIDATED GENERAL FUND</u>			
Revenue			
City	8,016,373.96		
Parks	266,000.00		
Founders	26,392.83		
Total	8,308,766.79		
Expense			
City	7,932,501.64		
Parks	349,872.32		
Founders	26,392.83		
Total expense	8,308,766.79		
Balance Fwd	-		

	Current	Proposed	Change
<u>DRIPPING SPRINGS FARMERS MARKET</u>			
Balance Forward	35,926.28		
Revenue			
FM Sponsor	1,000.00		
Grant Income	1,000.00		
Booth Space	26,500.00		
Applications	1,482.00		
Interest Income	449.22		
Market Event	300.00		
Total	66,657.50		
Expense			
Advertising	2,600.00		
Market Manager	29,278.08		
Market Specialist	4,050.00		
Payroll Tax Expense	2,837.61		
Retirement	1,762.54		
Entertainment& Activities	1,000.00		
Dues Fees & Subscriptions	200.00		
Market Event	500.00		
Training	200.00		
Office Expense	200.00		
Supplies Expense	400.00		
Other Expense	100.00		
Capital Fund	22,406.67		
Total Expense	65,534.90		
Balance Forward	1,122.60		
<u>PARKLAND DEDICATION FUND</u>			
Balance Forward	133,535.25		
Revenue			
Parkland Fees	80,000.00		
Total Revenue	213,535.25		
Expense			
Park Improvements	172,200.00		
TXF to AG Facility			
Master Naturalists			
Total Expenses	172,200.00		
Balance Forward	41,335.25		
<u>AG FACILITY FUND</u>			
Balance Fwd	5,425.00		
Revenue			
Ag Facility Fees	25,760.00		
Total Revenues	31,185.00		
Expense			
TXF to DSRP	31,185.00		
Total Expense	31,185.00		
Balance Fwd	-		

	Current	Proposed	Change
<u>LANDSCAPING FUND</u>			
Balance Fwd	112,260.55		
Revenue			
Tree Replacement Fees			
Total Revenues	112,260.55		
Expense			
Sports and Rec Park	2,000.00		
DSRP			
FMP	2,000.00		
Charro	12,000.00		
Historic District			
Professional Services			
City Hall Lawn and Tree Maintenance	1,500.00		
Total Expense	17,500.00		
Balance Fwd	94,760.55		
<u>SIDEWALK FUND</u>			
Revenue			
Fees	16,056.00		
Total revenues	16,056.00		
Expense			
Expense	-		
Total Expense	-		
Balance Forward	16,056.00		
<u>DRIPPING SPRINGS RANCH PARK OPERATING FUND</u>			
Balance Forward	9,321.61		
Revenue			
Stall Rentals	22,000.00		
RV Site Rentals	18,000.00		
Facility Rentals	112,000.00		
Equipment Rental	5,000.00		
Sponsored Events	89,000.00		
Merchandise Sales	15,000.00		
Riding Permits	10,000.00		
Staff & Misc Fees	4,000.00		
Cleaning Fees	10,000.00		
General Programs and Events	48,825.00		
House Rental Income	-		
Other Income	1,000.00		
Interest	1,000.00		
TXF from Ag Facility	25,760.00		
TXF from HOT	67,275.62		
TXF for RV/ Parking Lot HOT	50,000.00		
TXF from General Fund	43,286.21		
TXF from Landscape Fund			
Total Revenue	531,468.44		
Expense			
Advertising	700.00		
Office Supplies	5,100.00		
DSRP On Call	10,400.00		
Camp Staff	33,105.00		
Network and Communications	19,503.00		
Sponsored Events	49,000.00		
Supplies and Materials	27,800.00		
Ranch House Supplies	550.00		
Dues, Fees and Subscriptions	5,983.44		
Mileage	500.00		
Equipment	10,300.00		
House Equipment	250.00		
Equipment Rental	1,000.00		
Equipment Maintenance	25,000.00		
Portable Toilets	-		
Electric	60,900.00		
Water	10,000.00		
Septic	750.00		
Propane/Natural Gas	3,000.00		
On Call Phone	2,000.00		
Alarm	1,080.00		
Stall Cleaning & Repair	2,000.00		
Training and Education	5,000.00		

	Current	Proposed	Change
Program Fees	2,200.00		
Other Expense	20,500.00		
Improvements	34,500.00		
Contingencies	50,000.00		
Fleet Acquisition	42,568.00		
Fleet Maintenance	2,500.00		
General Maintenance and Repair	60,000.00		
Grounds and General Maintenance	10,229.00		
House Maintenance	14,850.00		
HCLE	13,200.00		
Merchandise	7,000.00		
RV/Parking Lot			
Total Expenses	531,468.44		
Total Bal Fwd	-		

	Current	Proposed	Change
HOTEL OCCUPANCY TAX FUND			
Balance Fwd	71,993.41		
Revenues			
Hotel Occupancy Tax	450,000.00		
Interest	1,500.00		
Total	523,493.41		
Expenses			
Advertising	5,700.00		
Christmas Lighting Displays	12,104.38		
City Sponsored Events			
Historic Districts Marketing	9,000.00		
Signage	11,912.66		
Dues and Fees	7,712.50		
TXF to Debt Service	92,410.00		
RV/ Parking Lot	50,000.00		
Txf to General Fund	2,200.00		
TXF to Event Center	67,285.62		
Grants	222,771.25		
Total expenses	481,096.41		
Balance Fwd	42,397.00		
WASTEWATER UTILITY FUND			
Balance Fwd	5,744,421.16		
Revenue			
TXF from TWDB	8,795,000.00		
Wastewater Service	794,112.60		
Late Fees/Rtn check fees	4,000.00		
Portion of Sales Tax	635,614.99		
Delayed Connection Fees	159,200.00		
Line Extensions			
Solid Waste	-		
PEC	120,000.00		
ROW Fees	15,000.00		
Cable	134,500.00		
TX Gas Franchise Fees	3,000.00		
Transfer fees	3,500.00		
Over use fees	66,068.31		
Reuse Fees			
Water Income	100,000.00		
FM 150 WWU Line Reimbursement	60,000.00		
Interest	45,000.00		
Other Income	35,000.00		
Water Income	1,742.76		
Total Revenues	16,716,159.82	16,716,159.82	-
Expense			
Administrative and General Expense:			
Administrative/Billing Expense	110,400.00		
Legal Fees	30,000.00		
Auditing	10,000.00		
Regulatory Expense	3,500.00		
Planning and Permitting	50,000.00		
Engineering:			
Engineering & Surveying			
Construction Phase Services HR TEFS	30,000.00		
Misc Planning/Consulting 1431-001	25,000.00		
2nd Amendment CIP	5,000.00		
Sewer Planning CAD 1971-001	25,000.00		
Water Planning	10,000.00		
FM 150 WWU line 1989-001	60,000.00		
Parallel West Interceptor Design& Cost	150,000.00		
TLAP Renewal application	3,000.00		
Dues, Fees and Subscriptions	-		
TXF to Water Fund	12,000.00		
Operations and Maintenance:			
Routine Operations	80,000.00		
Non Routine Operations	150,000.00	175,000.00	25,000.00
System Maintenance & Repair	20,000.00		
Chlorinator Maintenance	2,500.00		
Chlorinator Alarm	1,000.00		
Odor Control	12,500.00		
Meter Calibrations	700.00		
Lift Station Cleaning	9,000.00		
Jet Cleaning Collection lines	15,000.00		

	Current	Proposed	Change
Drip Field Lawn Maintenance	10,000.00		
Drip Field Maintenance & Repairs	20,000.00		
Lift Station Maintenance & Repairs	40,000.00		
WWTP/Pump Repairs	50,000.00		
Chemicals	8,000.00		
Electricity	45,000.00		
Laboratory Testing	25,000.00		
Sludge Hauling	80,000.00		
Phone/Network	6,000.00	6,500.00	500.00
Supplies	10,000.00		
Equipment	4,000.00		
Wastewater Flow Measurement	9,000.00		
Other Expense	5,000.00		
Capital Projects:			
Road Reconstruction	10,000.00		
HR Treated Effluent Fill Station 1873-001	125,000.00		
Parallel West Interceptor	1,600,000.00		
Other:			
Reimbursement to Caliterra Oversize of West Interceptor	500,000.00		
TWDB Engineering:			
West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00		
East Interceptor 1951-001	100,000.00		
Effluent HP 1952-001	125,000.00		
Reclaimed Water Facility 1953-001			
WWTP Design Assistance	75,000.00		
So Regional WW System Exp P&M 1923-001	40,000.00		
Miscellaneous:			
Consultants and Legal	680,000.00		
TWDB Capital Projects:			
West Interceptor, So Collector and LS and FM	2,000,000.00		
East Interceptor	25,000.00		
Effluent Holding Pond	1,500,000.00		
WWTP	4,000,000.00		
Total Expense	12,156,600.00	12,182,100.00	25,500.00
Balance Forward	4,559,559.82	4,534,059.82	

WATER

Revenue

TXF from Wastewater Fund	12,000.00
Total Revenue	12,000.00

Expense

Operating and Maintenance	12,000.00
Total Expense	12,000.00
Balance Forward	-

TWDB FUND

Balance Forward	787.27
Revenues	8,795,000.00
Interest	500.00
Total revenue	8,796,500.00

Expenses

Escrow Fees	300.00
Expenses	8,795,000.00
Total Expenses	8,795,300.00
Balance Forward	1,200.00

IMPACT FUND

Bal Fwd	3,089,768.25
Revenue	
Impact Fees	242,560.00
Impact Fee Deposits	
Interest Income	25,000.00
Total	2,905,885.17

Expense

TXF to Debt Service 2015	733,288.20
TXF to Debt Service 2019	958,553.00
Total expense	1,691,841.20
Total Bal Fwd	1,214,043.97

	Current	Proposed	Change
DEBT SERVICE FUND 2015			
Bal Fwd	845,567.04		
Revenue			
TXF from Impact Fund	733,288.20		
Interest	8,000.00		
Total Revenue	1,582,350.87		
Expenses			
Debt Payment 2015	729,182.20		
Total Expense	729,182.20		
Balance Fwd	853,168.67		
DEBT SERVICE FUND 2013			
Bal Fwd	96,177.92		
Revenue			
TXF from HOT	92,410.00		
Interest	1,200.00		
Total	188,982.15		
Expense			
Tax Series 2013	90,107.50		
Total Expenses	90,107.50		
Balance Fwd	98,874.65		
DEBT SERVICE FUND 2019			
Bal Fwd	939,303.11		
Revenue			
TXF from Impact Fees	958,553.00		
Interest	2,000.00		
Total	1,895,151.47		
Expense			
Tax Series 2019	933,553.00		
Total Expenses	933,553.00		
Balance Fwd	961,598.47		
PEG FUND			
Balance Fwd	112,632.00		
Revenues			
TWC	27,200.00		
Interest Income	1,200.00		
Total Revenues	134,177.27		
Expense			
Total expense	-		
Balance Fwd	134,177.27		
RESERVE FUND			
Balance Fwd	1,310,195.16		
Revenue			
TXF from General Fund	125,000.00		
Interest	12,000.00		
Total	1,440,727.01		
Expense			
Expense	-		
Total Expense	-		
Balance Fwd	1,440,727.01		

	Current	Proposed	Change
TIRZ 1			
Balance Forward	371,479.73		
Revenues			
City AV	88,602.29		
County AV	183,794.71		
City for GAP Escrow	250,000.00		
Interest Income	500.00		
EPS Reimbursements	19,200.00		
Total Revenue	913,576.73		
Expense			
TIRZ Expense			
Project Management/Misc Costs	75,500.00		
Project Administration P3 Works	35,000.00		
Legal Fees	20,000.00		
EPS	30,000.00		
MAS	22,500.00		
HDR	120,700.00		
Misc Consulting	25,000.00		
Creation Cost Reimbursements	-		
TXF to GAP Escrow	250,000.00		
Total Expense	578,700.00		
Balance Forward	334,876.73		
TIRZ 2			
Balance Forward	38,321.60		
Revenue			
Interest Income	200.00		
City AV	64,722.91		
County AV	132,818.09		
Total Revenue	236,062.60		
Expense			
Reimbursements	-		
Total Expense	-		
Balance Forward	236,062.60		

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-_____

BUDGET AMENDMENT

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2020-2021 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2020-2021; and

WHEREAS, the City has had a need to adjust line items in the General and Wastewater Funds; and

WHEREAS, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and

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

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2020-2021 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2020-2021 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

General Fund Amendments:

Expenditures:

- Office IT Equipment and Support has been increased by **\$3,000.00** (From \$63,070.00 to \$66,070.00)
- Software Purchase, Agreements and Licenses has been increased by **\$350.00** (From \$213,372.96 to \$213,722.96)
- Contingencies/Emergency Fund has been decreased by **\$3,350.00** (From \$86,373.78 to 83,023.78)

Wastewater Utility Fund Amendments:

Expenses:

- Non-Routine Operations has been increased by **\$25,000.00** (From \$150,000.00 to \$175,000.00)
- Phone/Network has been increased by **\$500.00** (From \$6,000.00 to \$6,500.00)

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. NOTICE TO COUNTY

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 8th day of June, 2021 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

City of Dripping Springs

Monthly Maintenance Report

May 2021

Routine Maintenance

- M-F Weekly Maintenance Check list is completed in the morning
- Wednesday's setup and put away Farmers Market
- WWTP fields and lift stations landscaping
- Ranch House water heater flushed weekly
- Maintenance Meeting Wednesdays (1:00pm) safe distancing in council chambers
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed
- City Hall fogged and sprayed with disinfectant daily
- Mercer St. plant beds maintained

Additional Maintenance Completed

Parks

- Founders Pool surface deep clean – 5/3-5/7, 5/10-5/14, 5/17, 5/24-5/25
- Founders' parking lot poles installed – 5/3-5/4
- VMP mowed and trimmed – 5/4, 5/10
- Founders Pool propane regulator installed – 5/3
- Founders Pool filters backwashed – 5/5
- Sports and Rec electrical outlets replaced – 5/6
- Sports and Rec adult softball fields mowed and trimmed – 5/6
- Founders Pool signs removed – 5/7
- Founders Pool women's restroom sink and drain repaired – 5/11
- Founders Pool pump 2 valve leak repaired – 5/11
- Founders Pool restroom walls repaired – 5/12
- Founders Pool pump 3 diffuser replaced – 5/13, 5/20
- Founders Pool men's restroom faucet replaced – 5/13
- Ranch Park area by low water crossing mowed – 5/14
- Founders pole stanchions repaired – 5/18
- Charro Park cones returned – 5/20
- Founders Pool gate repaired – 5/20
- Founders' playground found with attachment damaged – 5/20
- Founders' Park signs reinstalled – 5/24
- VMP mowed – 5/25
- Founders pool measurement taken for pool cover – 5/26
- Founders pool tree trimmed – 5/26
- Sports and Rec electrical outlets repaired – 5/27
- Founders' pool plumbing repairs from ice storm completed – 5/28

Streets

- Broken Lance street sign installed – 5/3
- Creek Rd. potholes repaired – 5/5
- Hays St. and College intersection pothole repaired – 5/5
- Roger Hanks stop bar repainted – 5/6
- Roger Hanks ROW mow – 5/14
- Springlake culvert opened – 5/19

Facilities

- Ranch House dead plants removed – 5/3
- Stephenson Building mowed and trimmed – 5/4, 5/10, 5/26
- City Hall sign installed – 5/4
- Ranch House shelves installed – 5/5-5/7, 5/10
- DSRP women's restroom light repaired – 5/6
- City Hall plant beds top dressed mulch – 5/6
- City Hall building office door installed – 5/7
- City Hall tv installed in conference room 1 – 5/10
- City Hall water run – 5/11, 5/20, 5/25
- Ranch House fire pit benches build and install – 5/12-5/13, 5/18-5/21
- DSRP A/C drain unclogged – 5/17
- DSRP doorknobs replaced – 5/20
- City Hall mowed and trimmed – 5/26
- Ranch House critter access sealed up – 5/27
- DSRP women's restroom light repaired – 5/27
- DSRP RV hose bib repaired – 5/28
- DSRP kitchen door repaired – 5/27
- DSRP riser door repaired – 5/28
- DSRP event room doors repaired – 5/28

Equipment/Vehicles

- Kioti tractor thermostat replaced – 5/4
- 2021 F-150 MD decals installed – 5/4
- 2018 F-250 MD pm'd -5/7, 5/14, 5/21, 5/28
- 2021 F-150 MD toolbox installed – 5/11
- 2018 F-350 CCV Filter replaced – 5/12
- SRWRF mower pm'd – 5/14, 5/28
- 2019 F-150 PW pm'd – 5/13
- 2019 F-150 BD pm'd – 5/13
- 2014 Spark pm'd – 5/13
- Kioti Tractor shifter repaired – 5/17
- Water Wagon repaired – 5/20
- Skid Steer Sweeper attachment hydraulic hose replaced – 5/20
- X-mark mower battery replaced – 5/25

Other

- Visitor Bureau building picnic area cleaned up – 5/6
- Sandbags filled and place at City Hall – 5/17
- Picked up historic stop signs for Hays St. – 5/25
- All maintenance staff completed TML ladder safety training – 5/29

SRWRF

- 60-gal compressor picked up – 5/4
- Electrical connected compressor – 5/12
- Bollard and sign installed at access path from Howard Ranch – 5/24
- Broken clean out repaired off RR12 – 5/26

Project Status Report

Permits Created From 5/1/2021 to 5/31/2021

Generated 6/1/2021 9:58:02 AM

Item # 15.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2021-49	Closed	511 Mercer St., Dripping Springs, TX 78620	Street and ROW Maint. (May WO's)	14505610	N/A	Street/Road s	Work Planned	Completed	Bill Stevens	05/19/2021
				14505769	N/A	Street/Road s	Work Planned	Completed	Sonny Garza	05/25/2021
				14561898	N/A	Street/Road s	Work Planned	Cancelled	Sonny Garza	
2021-50	Open	511 Mercer St., Dripping Springs, TX 78620	City Hall (May WO's)	14444997	N/A	N/A	Work Planned	Completed	Sonny Garza	05/19/2021
				14447943	N/A	N/A	Work Planned	Completed	Tim Tyree	05/05/2021
				14499698	N/A	N/A	Work Planned	Completed	Sonny Garza	05/25/2021
				14508720	N/A	N/A	Work Planned	New	Jim Bass	
2021-51	Open	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (May WO's)	14463752	N/A	Parks	Work Planned	Completed	Jim Bass	05/21/2021
				14470233	N/A	Parks	Work Planned	Completed	Jim Bass	05/26/2021
				14545337	N/A	Parks	Work Planned	New	Jim Bass	
				14545339	N/A	Parks	Work Planned	Completed	Jim Bass	05/26/2021
				14547691	N/A	Parks	Work Planned	New	Craig Rice	
2021-52	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (May WO's)	No Work Orders on Project	N/A	Parks				
2021-53	Closed	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (May WO's)	14455994	N/A	Parks	Work Planned	Completed	Tim Tyree	05/06/2021

2021-54	Open	511 Mercer St., Dripping Springs, TX 78620	Ranch House (May WO's)	14508331	N/A	N/A	Work Planned	New	Leonard Jones	<div style="border: 1px solid black; padding: 2px; width: fit-content;">Item # 15.</div>
2021-55	Open	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (May WO's)	14505332	N/A	Parks	Work Planned	Completed	Jim Bass	05/21/2021
				14505346	N/A	Parks	Work Planned	Completed	Leonard Jones	05/26/2021
				14505354	N/A	Parks	Work Planned	Completed	Sonny Garza	05/26/2021
				14505360	N/A	Parks	Work Planned	Completed	Jim Bass	05/19/2021
				14505369	N/A	Parks	Work Planned	New	Leonard Jones	
				14505376	N/A	Parks	Work Planned	Completed	Sonny Garza	05/26/2021
				14505382	N/A	Parks	Work Planned	Completed	Leonard Jones	05/26/2021
				14505388	N/A	Parks	Work Planned	Completed	Sonny Garza	05/26/2021
				14505401	N/A	Parks	Work Planned	New	Leonard Jones	
				14535774	N/A	Parks	Work Planned	Completed	Jim Bass	05/26/2021
				14547732	N/A	Parks	Work Planned	New	Leonard Jones	
				14547740	N/A	Parks	Work Planned	New	Leonard Jones	
				14552780	N/A	Parks	Work Planned	Completed	Jim Bass	05/27/2021
				14555794	N/A	Parks	Work Planned	New	Sonny Garza	
2021-56	Open	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (May WO's)	No Work Orders on Project	N/A	N/A				
2021-57	Closed	511 Mercer St., Dripping Springs, TX 78620	Fleet and Equipment (May WO's)	14470423	N/A	N/A	Work Planned	Completed	Leonard Jones	05/19/2021

2021-58	Closed	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (May WO's)	14465930	N/A	Parks	Work Planned	Completed	Bill Stevens	05/19/2021 <i>Item # 15.</i>
				14505670	N/A	Parks	Work Planned	Completed	Bill Stevens	05/21/2021
2021-59	Closed	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (May WO's)	14444689	N/A	N/A	Work Planned	Completed	Bill Stevens	05/26/2021
2021-60	Open	511 Mercer St., Dripping Springs, TX 78620	COVID-19 (May WO's)	No Work Orders on Project	N/A	N/A				

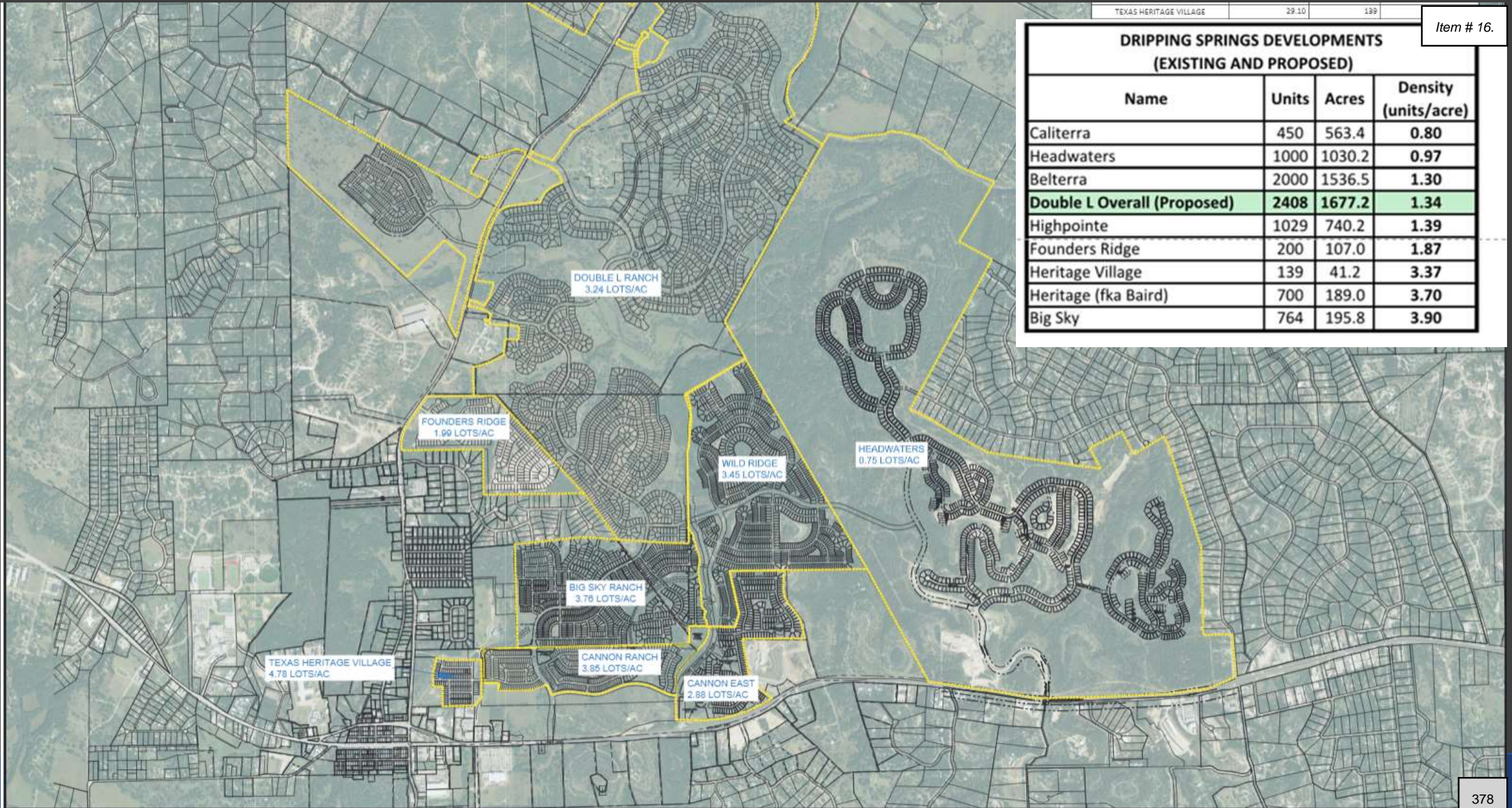


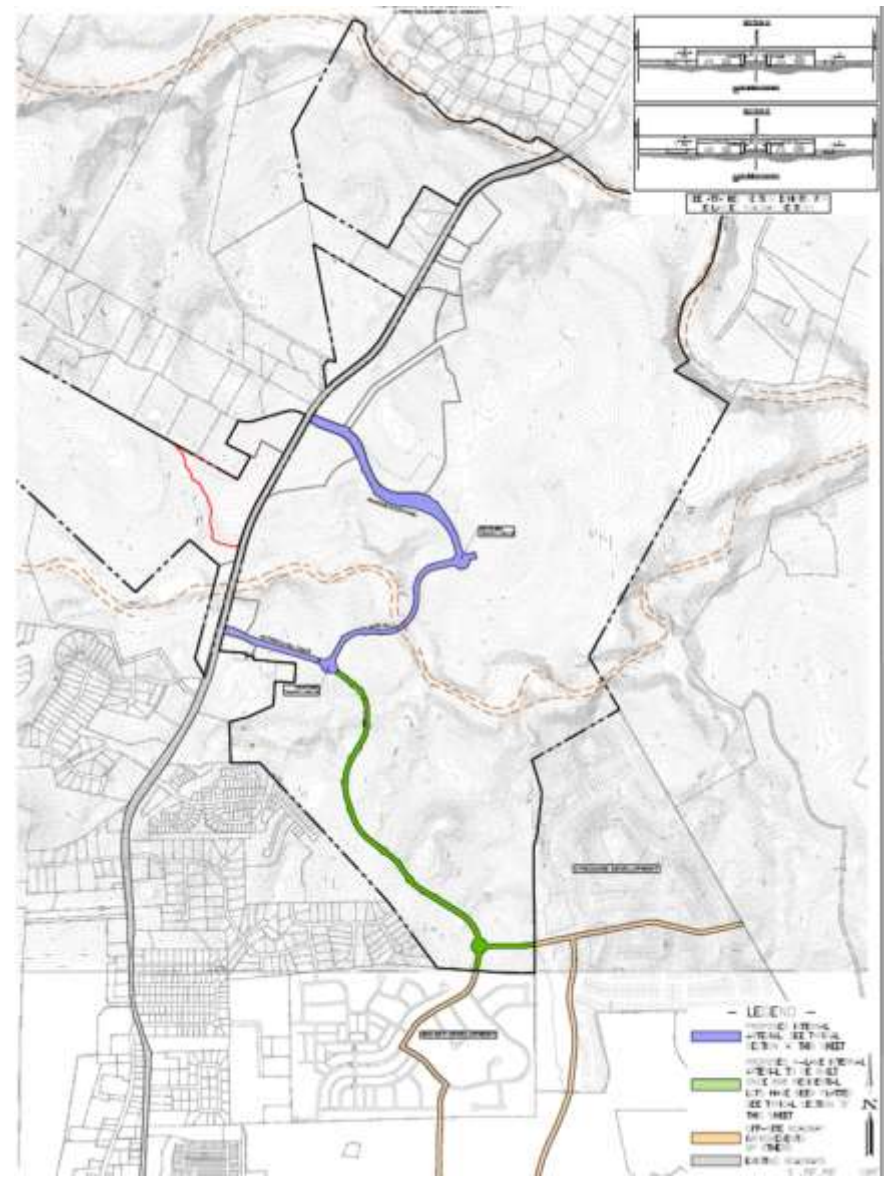
Current DAWG Projects:
Cannon-Ashton Woods PDD
Wild Ridge/Cynosure PDD
Anarene Amended DA

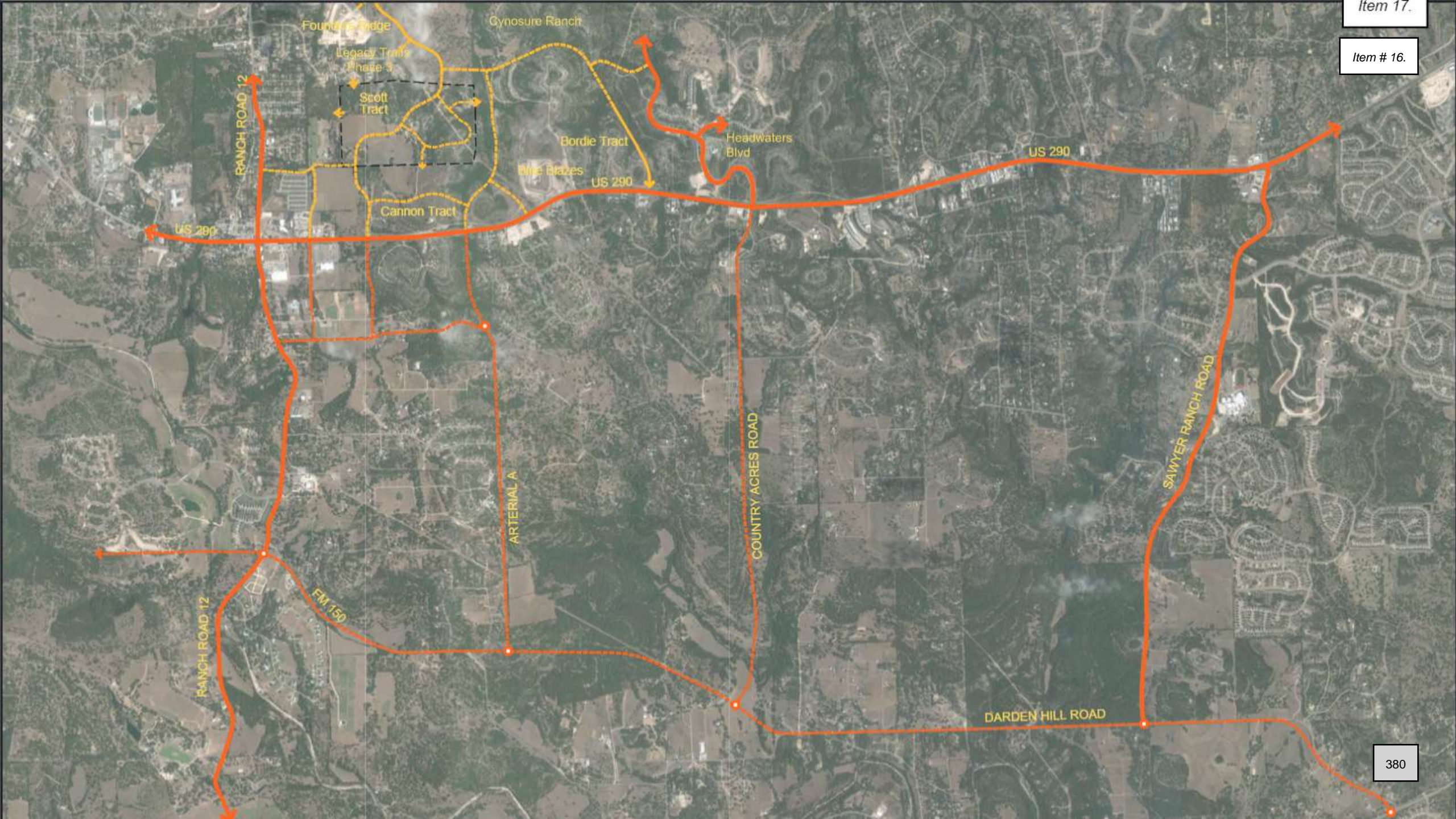
Laura Mueller, City Attorney

**DRIPPING SPRINGS DEVELOPMENTS
(EXISTING AND PROPOSED)**

Name	Units	Acres	Density (units/acre)
Caliterra	450	563.4	0.80
Headwaters	1000	1030.2	0.97
Belterra	2000	1536.5	1.30
Double L Overall (Proposed)	2408	1677.2	1.34
Highpointe	1029	740.2	1.39
Founders Ridge	200	107.0	1.87
Heritage Village	139	41.2	3.37
Heritage (fka Baird)	700	189.0	3.70
Big Sky	764	195.8	3.90







US 290

RANCH ROAD 12

Founders Ridge

Cynosure Ranch

Legacy Trails Phase 3

Scott Tract

Bordie Tract

Blue Blazes

Headwaters Blvd

US 290

Cannon Tract

ARTERIAL A

COUNTRY ACRES ROAD

SAWYER RANCH ROAD

RANCH ROAD 12

FM 150

DARDEN HILL ROAD

Cannon – Ashton Woods

- 97 acres
- 375 residences
- 40, 45, and 60 foot lots
- Offsite Road Agreement
- Open issues:
 - Shared use path for East/West Road
 - Finalizing lot width and setbacks for corner lots

LAND USE SUMMARY

Area	Units
West of Cannon Dr	Units
40' x 120' Residential	81 units
45' x 120' Residential	87 units
Sub Total	168 units
East of Cannon Dr	Units
40' x 120' Residential	81 units
45' x 120' Residential	91 units
40' x 120' Residential	81 units
Sub Total	253 units
Total	421 units
Open Site Area	97.45 acres
Open Density	1.00 units/acre
Subtotal/Total Density	1.00 units/acre
Total	421 units

Residential unit requires 50-55 acres of planted park & common to 11.58 acres.







LAND USE SUMMARY

West of Cannon Dr.	Units	Mix
40' x 115' Residential	65 units	53.28 %
45' x 115' Residential	57 units	46.72 %
Sub-Total	122 units	
East of Cannon Dr.	Units	Mix
40' x 115' Residential	63 units	32.81 %
45' x 115' Residential	107 units	42.29 %
60' x 120' Residential	63 units	24.90 %
Sub-Total	253 units	
Total	Units	Mix
40' x 115' Residential	148 units	39.47 %
45' x 115' Residential	164 units	43.73 %
60' x 120' Residential	63 units	16.80 %
Total	375 units	
Gross Site Area	97.43 acres	
Gross Density	3.80 du/ac	
Detention/Water Quality	6.40 acres	
Private Parkland	4.85 acres	

Residential yield requires 15.0 acres of parkland credit. Parkland credit provided is 15.06 acres.



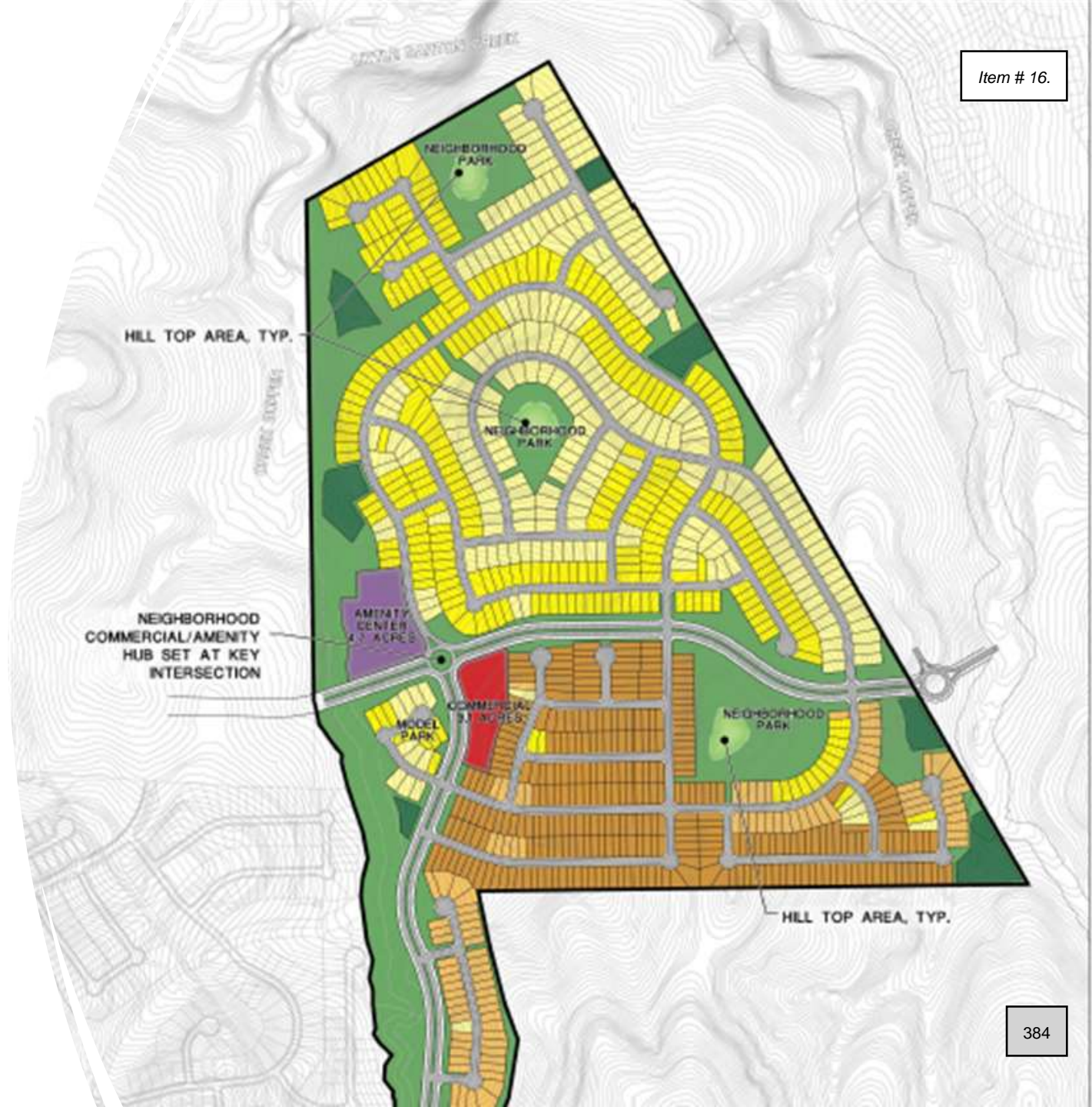


	Proposed Road Width	Existing Road Width	Proposed ROW	Existing ROW	Proposed LF
 N/S Onsite Cannon Roadway (North of E/W)	48'	-	114'	-	1030
 N/S Offsite Cannon Roadway (South of E/W)	48'	-	114'	-	1121
 E/W Collector	24'	-	90'	-	2812
 Rob Shelton	44'	22'	60'	60'	1085

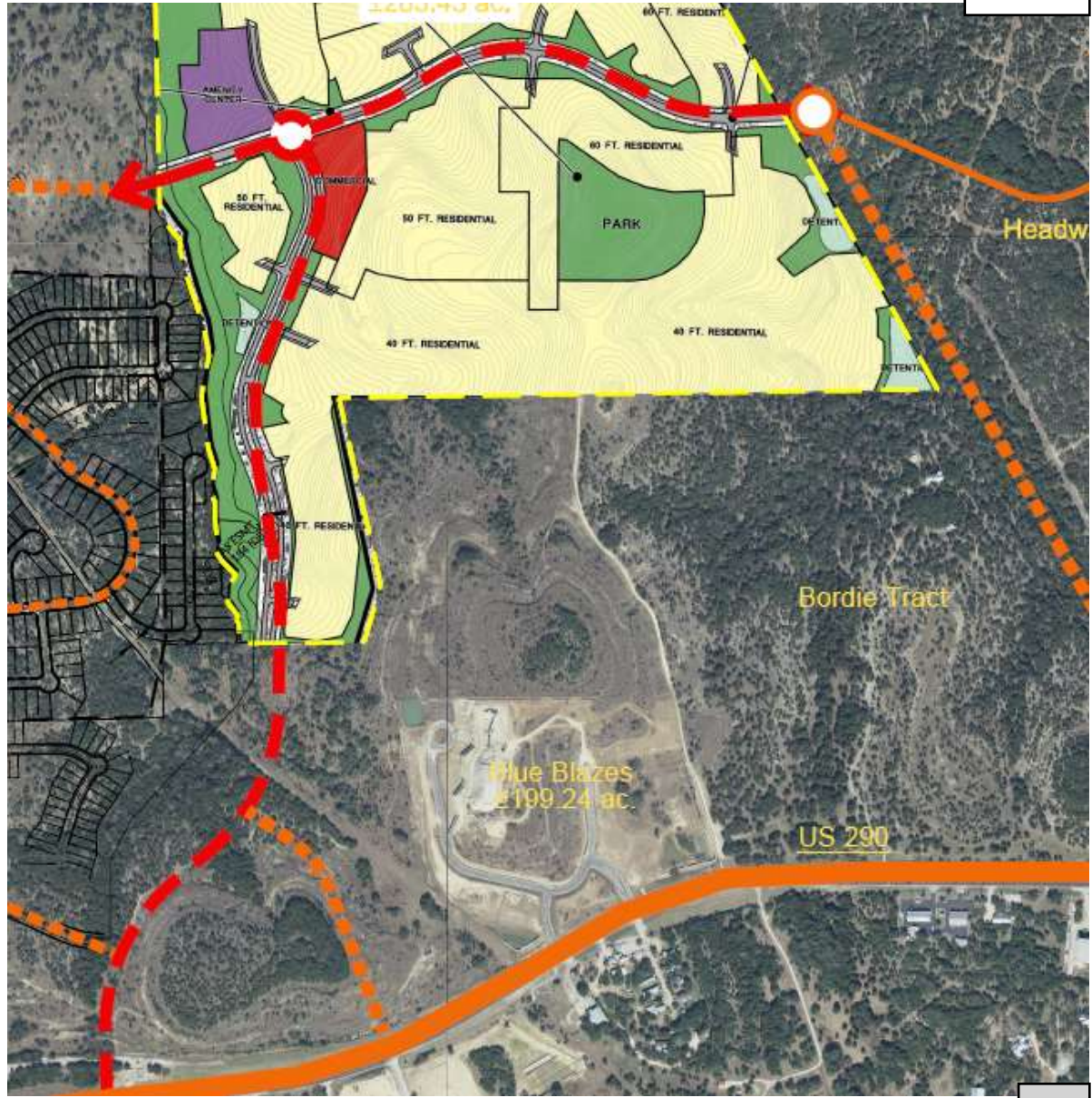
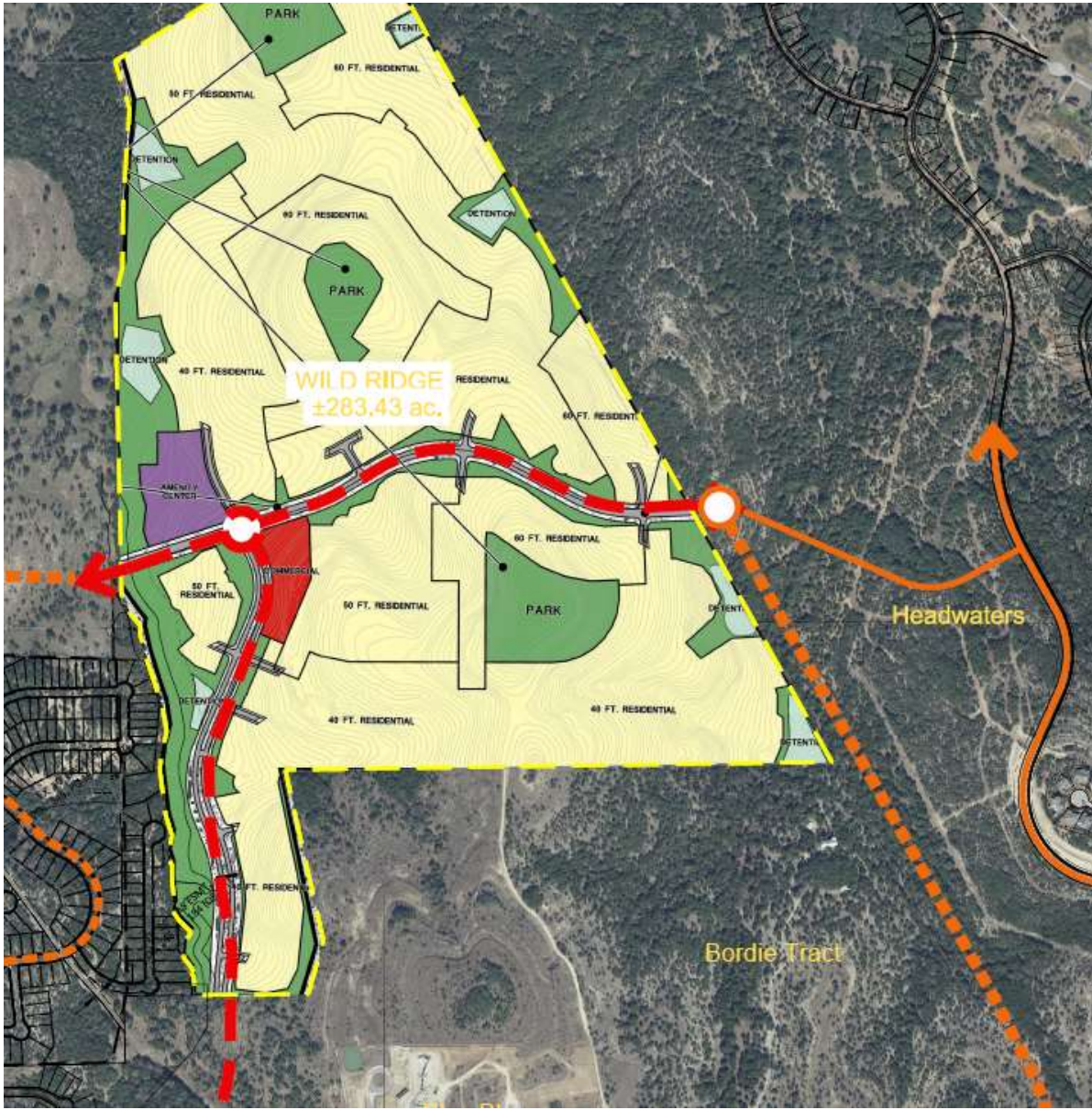


Wild Ridge (Cynosure)

- 283 acres
- Commercial
- 960 residences
- 40, 45, 50, and 60 foot lots
- Transportation Enhancement Agreement
- In City MUD on City Request
- Open issues:
 - 4 lane roadway to 290
 - Financing and Reimbursement
 - Finalizing lot width and setbacks for corner lots

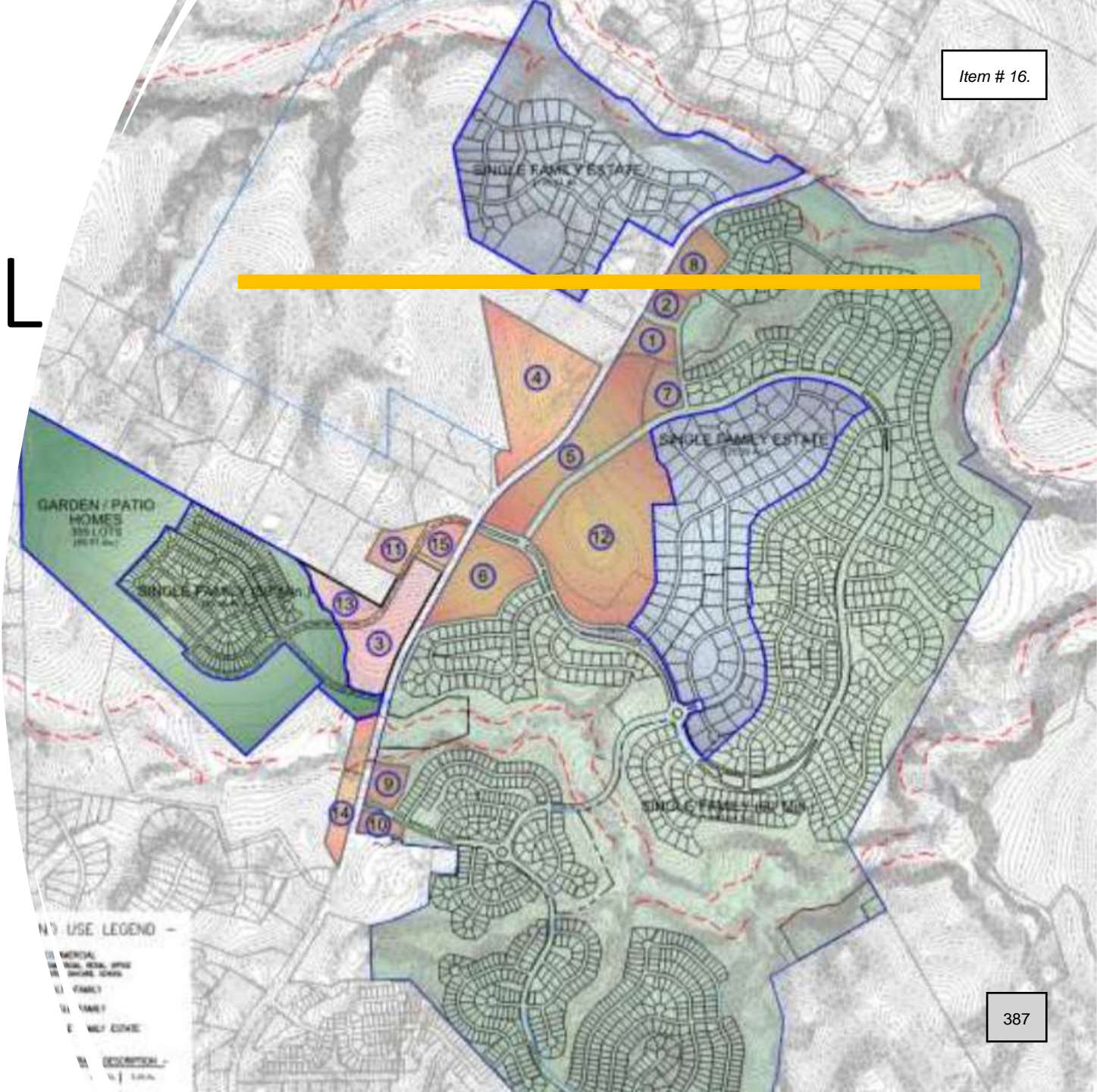






Anarene/Double LL

- Amended DA
- 1680 acres
- 2,886 residences
 - 2408 single family units
 - 435 multi family units
- Commercial Acreage -200 acres including Multifamily and School
- Garden Homes to Estate Lots
- ETJ MUD
- Open issues:
 - Roadway Phasing
 - TIA requirements
 - Commercial v Residential
 - Substantial Increase in Residential Density (1677 to 2,886)
 - Ordinance Effective Dates
 - Parkland

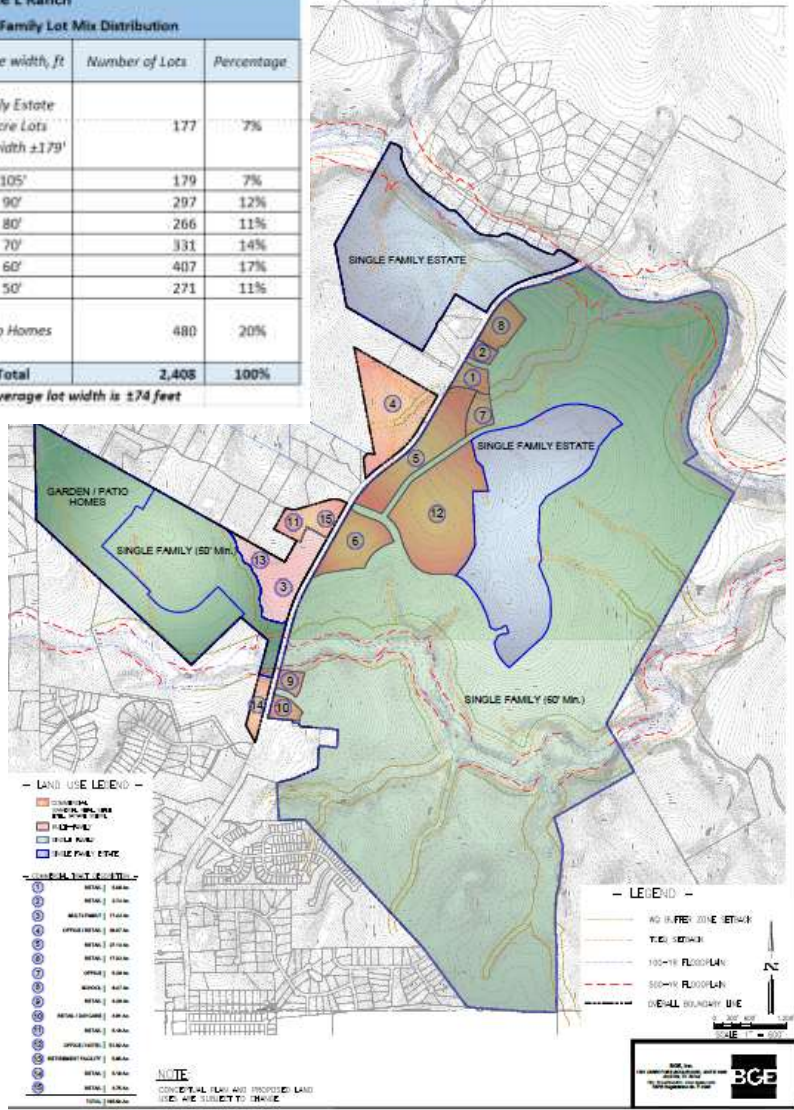


PROPOSED LOT MIX SUMMARY

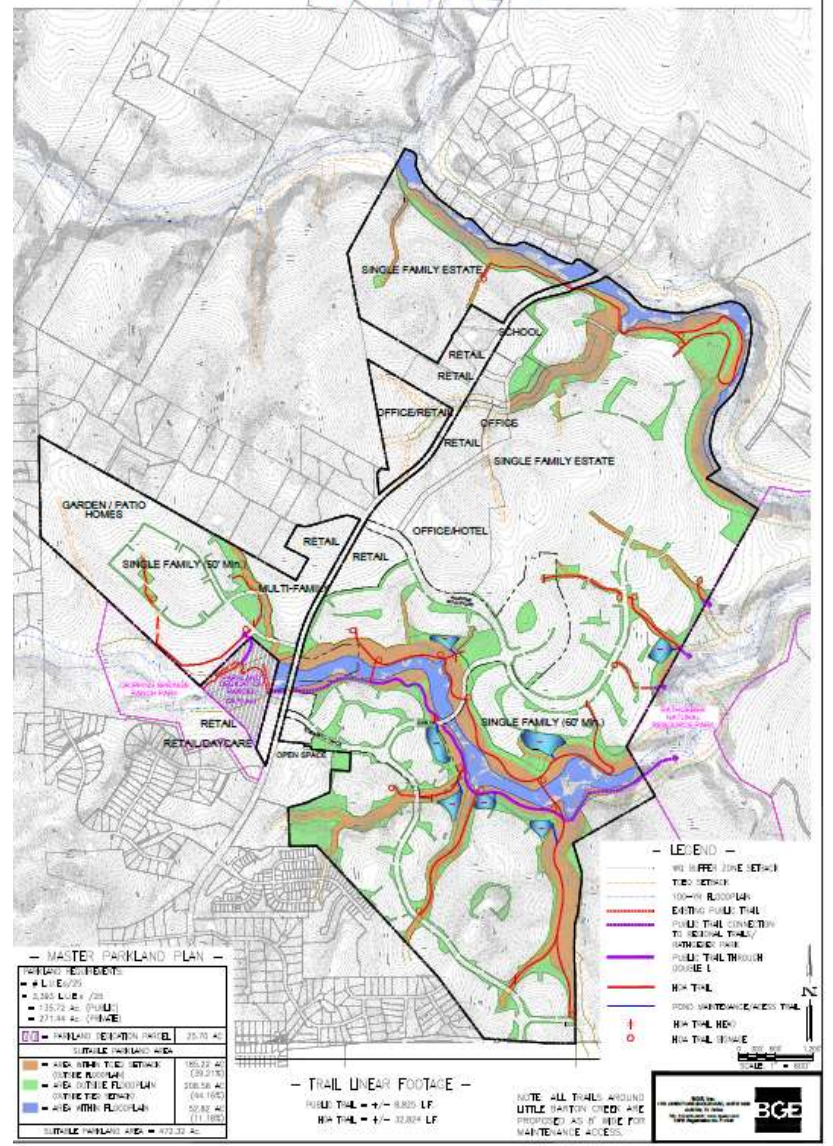
Double L Ranch		
Single Family Lot Mix Distribution		
Lot size width, ft	Number of Lots	Percentage
Family Estate		
1-acre Lots		
Avg. width ±179'		
105'	179	7%
90'	297	12%
80'	266	11%
70'	331	14%
60'	407	17%
50'	271	11%
Patio Homes		
	480	20%
Total	2,408	100%

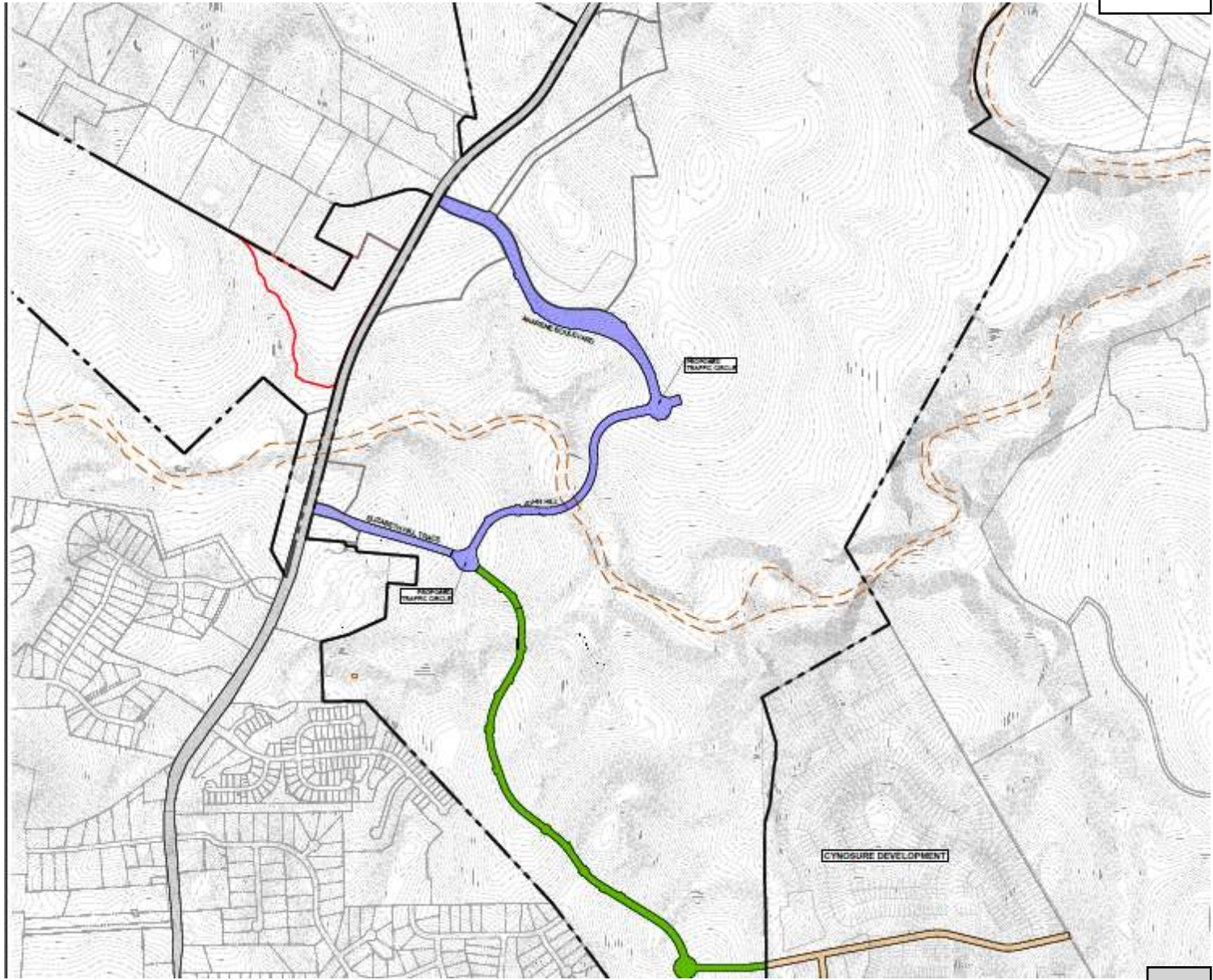
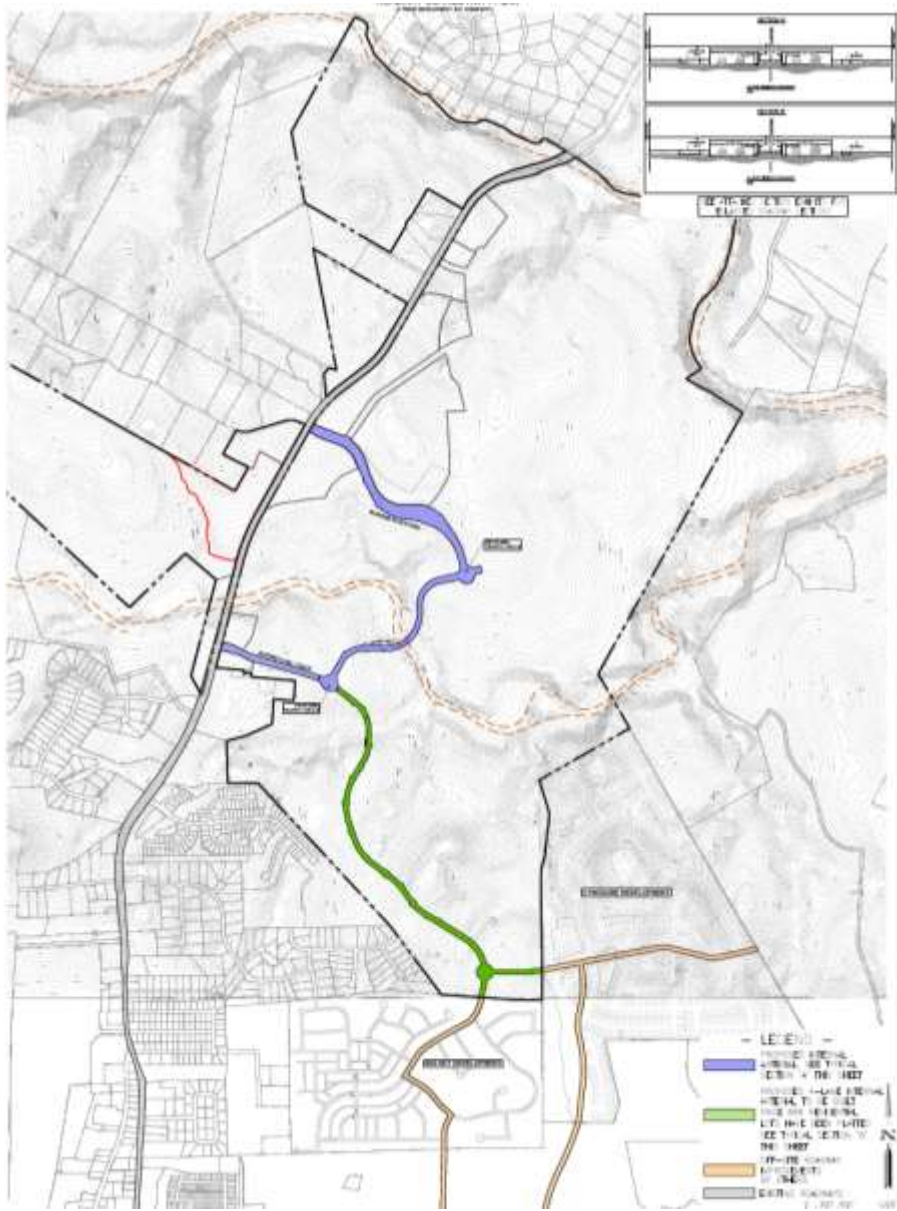
The average lot width is ±74 feet

DOUBLE 'L'
CONCEPTUAL MASTER PLAN
TREND DEVELOPMENT, INC. COMMUNITY



DOUBLE 'L'
MASTER PARKLAND EXHIBIT
(A TREND DEVELOPMENT, INC. COMMUNITY)







QUESTIONS



Ethics

A Municipal Guide

by: Laura Mueller, City Attorney

Chapter 171 – Conflict of Interest

- Definition

- A local public official has a conflict of interest in a matter if any action on the matter would involve a business entity or real property in which the official has a substantial interest, and action on the matter would confer an economic benefit on the official.

- General Rule

- The official must file an affidavit with the city secretary stating the interest and abstain from any participation or vote on the matter
- A public official is considered to have a substantial interest if a close relative has such an interest



Chapter 171 – Conflict of Interest

When in doubt, Fill it out!



- Exception
 - Not required to abstain from further participation or a vote on the matter if a majority of the members of the governing body also have a conflict of interest and file an affidavit.
- Penalties
 - Penalties for violating the conflict of interest provisions range from having the action voided to the imposition of fines and incarceration.
- City Secretary, Andrea Cunningham, has the Affidavit form if needed.
- Feel free to reach out to the City Attorney if you have have questions, but this is a personal decision.

Chapter 176- Conflicts Disclosure

- General Rule

- Mayors, councilmembers, and certain other executive city officers and agents file a “conflicts disclosure statement” with a city’s records administrator within seven days of becoming aware of the following situations:

- A city officer or the officer’s family member has an employment or business relationship that results in taxable income of more than \$2,500 in the preceding 12 months with a person who has contracted with or is considering contracting with the city (“vendor”).
- A city officer or the officer’s family member receives and accepts one or more gifts with an aggregate value of \$100 in the preceding 12 months from a vendor.
- A city officer has a family relationship with a vendor.



Chapter 176- Conflicts Disclosure

- General Rule cont.
 - The chapter also requires a vendor to file a "conflict of interest questionnaire" if the vendor has a business relationship with the city and an employment or other relationship with an officer or officer's family members, has given a gift to either, or has a family relationship with a city officer.
 - The conflicts disclosure statement and the conflict of interest questionnaire are created by the Texas Ethics Commission and are available online at www.ethics.state.tx.us.
- Penalties
 - An officer who knowingly fails to file the statement commits either a class A, B, or C misdemeanor, depending on the amount of the contract.



Chapter 553- Conflicts Disclosure

- General Rule

- Government Code Chapter 553 requires a “public servant” who has a legal or equitable interest in property that is to be acquired with public funds to file an affidavit within ten days before the date on which the property is to be acquired by purchase or condemnation.
 - Chapter 553 applies to the acquisition of both real property (e.g., land) and personal property (e.g., a vehicle).
 - In addition, Chapter 553 seems to apply even when the property is to be acquired by a governmental entity with which the public servant is not affiliated.
 - The affidavit must be filed with the county clerk of the county in which the public servant resides as well as the county clerk of each county in which the property is located.



Chapter 553- Conflicts Disclosure

- Penalties
 - A person who fails to file the required affidavit is presumed to have committed a Class A misdemeanor offense if the person had actual notice of the acquisition or intended acquisition of the property.
 - A Class A misdemeanor is punishable by a fine not to exceed \$4,000, confinement in jail for a term not to exceed one year, or both.



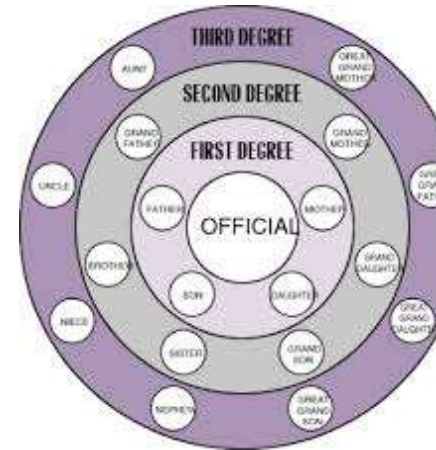
Nepotism

- Definition
 - The appointment or employment of a close relative of a city's "final hiring authority (the city council or city manager, depending on the form of government)" to a paid position with the city
- General Rule
 - A public official, acting alone or as a member of a governing body, generally may not appoint a close relative to a paid position, regardless of the relative's merit. In addition, the reverse applies. In other words, a person may not be elected to the city council if a close relative is employed by the city, unless the relative first resigns.



Nepotism

- Exception
 - If the employee has been continuously employed by the city for a certain period of time, a close relative may be elected to the city council.
- Penalties
 - Penalties for violating the nepotism provisions include a fine and immediate removal from office.
- In a Type A General Law City this applies to all members of City Council.



2nd Degree-by marriage
3rd Degree-by blood

Bribery and Gifts

- Definition

- A public official or public employee commits the crime of bribery when they accept, agree to accept, or solicit any benefit as consideration for a decision, opinion, recommendation, vote, or other exercise of discretion. The fact that a benefit or gift was not offered until after the exercise of official discretion is not considered a defense to a prosecution for bribery.

- Penalty

- The penalty for violating the bribery law is a second-degree felony, punishable by two to twenty years imprisonment and a fine of up to \$10,000



City Ethics Ordinance-Article 2.02

- Generally same as Chapter 171
- Cannot vote on land use items if receive the notice provided by the planning department
- Covers misuse of information, equipment, and personnel (which is also in state law)





Questions



Open Meetings

A Municipal Guide

by: Laura Mueller, City Attorney

Why Open Meetings Training?

- AG Requires



Why Open Meetings Training?

Legal Consequences of Violating OMA

Fines and even jail time



Points to Remember

1. Understand what constitutes a meeting
2. Beware of email, text messages, & social media
3. Assume gatherings are “meetings”



Open Meetings

- Open Meetings Act
- Location
- Quorum & subcommittees
- Social gatherings & conferences
- Other Boards
- Staff meetings
- Action without meetings
- Email & text messages
- Lobbying



Open Meetings

- **Open Meetings Act: Chapter 551 Texas Gov't Code**
 - General Rule: Every gathering that meets the Act's definition of a meeting held by a governing body as defined in the Act must be open to the public
- **Governing Body Defined: Includes a municipal governing body in the state and a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of a county or municipality.**
 - A non-exhaustive list of entities is in Section 551.001(3) of the Act



Open Meetings

- Meeting Defined – Section 551.001(4) of the Act defines *meeting* as:
 - a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered or during which the governmental body takes formal action; or
 - except as otherwise provided by this subdivision, a gathering:
 - (i) that is conducted by the governmental body or for which the governmental body is responsible;
 - (ii) at which a quorum of members of the governmental body is present;
 - (iii) that has been called by the governmental body; and
 - (iv) at which the members receive information from, give information to, ask questions of, or receive questions from any third person, including an employee of the governmental body, about the public business or public policy over which the governmental body has supervision or control.



Open Meetings

- Location

 - Accessible to the public and within the state of Texas

- Quorum

 - A quorum is a majority of the governing body - unless otherwise defined by law, rule or charter
 - Type A General Law City – Quorum for called meetings or tax imposition meetings require a super majority of 2/3 of aldermen
 - A quorum is required for body to exercise its authority

- Subcommittees

 - Caution: Some AG and court opinions have applied OMA to subcommittees comprised of governing body members even though not a quorum



Open Meetings

- Social Gatherings & Conferences
 - Doesn't apply to purely social or ceremonial events or press conferences – so long as discussion of municipal business is incidental
 - A civic gathering CAN constitute a meeting if a quorum is present and public business of the governing body is discussed.
 - 2017 Exception: does not apply to a candidate forum, appearance or debate to inform the electorate if no formal action is taken and discussion of public business is incidental
- Advisory Boards
 - OMA doesn't apply if actually advisory and not "rubber stamped"



Open Meetings

- Staff Meetings

Not subject to OMA if no power to make decisions

- Deliberation of Public Business

Deliberation of public business by a quorum of a governmental body
– whether or not agreement is reached - MUST be conducted under the OMA

- Email & Text Messages



Open Meetings

- Executive Sessions:
Attorney, Personnel, Eco Development, Security, Real Estate, Gifts
- Joint meetings
e.g., P&Z, TIRZ
- Ratification- 2nd Try
- Excluding certain persons
- Information from executive session



Open Meetings: Executive Sessions

- Executive session procedures:
 - Must first convene in open session
 - Identify which issues to be discussed
 - Cite the applicable exception
- Permitted executive session topics:
 - Real Property Deliberations
 - Security Measures
 - Receipt of gifts
 - Consultation with Attorney
 - Competitive Matters Involving Electric Utilities
 - Economic Development
 - Homeland Security
 - Personnel Matters



Permitted Executive Session Topics

- Real Property Deliberations

A governing body may discuss the purchase, exchange, lease or value of real property in an Executive Session IF an open meeting would be detrimental to negotiations



Consultation with Attorney

- Permitted executed sessions topic
- A governmental body may meet behind closed doors for the purposes of receiving legal advice from its attorney about:
 - Pending or contemplated litigation
 - A settlement offer
 - Administrative hearings; or
 - Matters in which the duty of the attorney to the governmental body conflicts with the Open Meetings Act
- The Attorney must be present or may participate by telephone, internet or video conference under certain circumstances



Consultation with Attorney



"We've talked them down from destruction of property to misdemeanor huffing and puffing."

Personnel Matters

- Permitted executive session topic
- A governmental body may meet in executive session to discuss the appointment, employment, evaluation, reassignment, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against such persons
- May not meet in executive session to discuss an employee if he/she requests a public hearing - except consultation with attorney on pending lawsuit related to charges or complaints
- Appointments to or removal from advisory bodies or commissions generally not applicable



Other Permitted Executive Session Topics

- Economic Development

A governmental body may meet in executive session to discuss commercial or financial information received from a business prospect with which the body is conducting negotiations; or financial or other incentives to the business project

- Homeland Security Related Deliberations

A governmental body may meet in executive session to discuss information related to critical infrastructure and security related topics

- Competitive Matters Involving Electric Utilities



Executive Session

- Excluding/Admitting Certain Persons
 - Only the members of the governmental body, i.e. mayor and councilmembers or aldermen have the right to convene in executive session – may exclude staff members
 - Governmental body may admit agents, representatives or third parties if their interest is aligned and the person's presence is necessary

- Information Received in Executive Session

Information received may be subject to the Public Information Act even though received in Executive Session



Open Meetings

- Agendas – who, what, where, when
- Time & accessibility - 72 hours
- Specificity- reasonable person
- Notice of executive sessions
- Reports / council comments
- Emergency meetings - 2 hours
- Website notice
- Recess - next day
- Videoconference
- Chatroom



Meeting Notice Content

- A governmental body must provide notice of the date, hour, place and subject of each meeting held by the body
- Generally notice is adequate for purposes of the OMA if it alerts or informs the public that some action will be taken on a particular topic - a higher degree of specificity is required when a subject is of special or significant interest to the public
- If a member of the public inquires about a subject for which notice was not given the ONLY allowed deliberation or decision is:
 - A proposal to place the subject on a future agenda;
 - A statement of factual information; or
 - A recitation of existing policy



Notice: When, Where and What to Post

- For Cities - notice must be given 72 hours in advance of the meeting, or 2 hours in advance for an emergency meeting and must be readily accessible to the public at all times
- Cities must post the Meeting Agenda on a bulletin board or electronic bulletin board at a location close to City Hall
- City Internet Posting – In addition to posting on the bulletin board, the OMA requires additional online posting requirements:
 - Any municipality that has a website must publish a meeting NOTICE online on the city's website which must include the date, time, place and subject of the meeting
 - Municipalities with a population over 48,000 must post the actual meeting agenda on the city website
- City's online notices or agendas must be posted for the same time periods as physical postings



Meeting Notice Content Cont'd

- Specificity of Notice
 - Must be sufficient to inform the public of the subjects to be addressed at the meeting.
 - Public Comment Sessions must be listed – but No “Staff Report” allowed must specify subject
 - Mayor’s update, City Manager’s Report – not allowed must notify of subjects – But can make non-substantive civic announcements as long as no action taken or discussed
 - Items of Special or Significant Interest – be clear
- Notice of Executive Sessions
 - Not required to specify if item in regular or executive session – but if custom and practice to do so do not abruptly depart from the practice



Emergency Meetings

- Meetings called to address an imminent threat to public health and safety or matters of urgent public necessity may be called after posting for two hours
- Notice must be given to media at least one hour before the meeting and must clearly identify the nature of the emergency or urgent public necessity



Emergency Meetings Cont'd

- The mere necessity of quick action does not constitute an emergency where the situation calling for such action could have been reasonably anticipated
- The Texas Supreme Court has said an emergency is a condition arising suddenly and unexpectedly, not caused by any neglect or omission of the person in question, which calls for immediate action



Recess

- Separate notice is required to reconvene a meeting after an extended recess
- The governmental body can reconvene the next day without additional notice IF done in good faith and not as an evasion of the OMA



Open Meetings

- Minutes – transcript not required
- Retention – 2 to 5 years
- Individual notes & recordings
- Violations – civil & criminal penalties



Open Meetings: Minutes

- Governmental body must keep a certified copy of the agenda or a tape recording for all meetings – open and closed
- A brief summary is all that is required – no verbatim transcript
- Must have:
 - date and time of the meeting
 - names of those present
 - subject of each deliberation
 - indicate each vote, order, decision or other action



Retention and Use of Minutes

- Executive Sessions – at least two years after the date of the meeting – longer if litigation is pending
- Open Sessions – In compliance with the entity’s retention schedule
- Individual Recordings of Executive Session – Member of the governing body may not make his or her own recording of an executive session but can review the certified agenda or the official tape recording even if he/she did not attend the session



Violations and Defenses to OMA

- Violations of the Open Meetings Act
 - Conspiracy to circumvent the OMA
 - Calling or participating in an illegal closed session
 - Closed meeting without agenda or tape recording
 - Disclosure of certified agenda or tape recording of closed meeting

- Affirmative Defense

If governmental body acted in reasonable reliance on:

- A court order
- A written interpretation in an opinion of a court of record
- The attorney general; or
- The written advice of the attorney for the governing body



Enforcement and Penalties

- Prosecution by County or District Attorney
- Punishment – can be fines or jail time
- Ignorance is not a defense
- Possible civil liability
- Actions taken in violation of the OMA are voidable



Other Meeting Topics

- Agenda preparation
- Establishing a quorum
- Frequency of meetings
- Regulating public comment
- Procedural rules
- Records retention
- Disrupting meetings / disorderly conduct
- Topic-specific notice & hearing rules



Agenda Preparation

- Body as a whole has authority to determine
- Body may adopt reasonable rules consistent with law to conduct meetings
- No public control provided by law – but body may establish process
- Preparation process should not involve substantive deliberations by a quorum of members
- Some matters statutorily required to be on agendas: land use, budget, required contracts, municipal court judge
- Staff is here to help



Establishing a Quorum

- Dripping Springs– Mayor and Five Aldermen
 - Quorum for regular meeting is three councilmembers
 - Quorum for special or regarding taxes is four councilmembers
 - Presence of mayor not counted toward quorum
- Other Boards: Majority of members



Other Meeting Topics

- Frequency of Meetings
 - Type A – set by Ordinance
 - Regulating Public Comment
 - The OMA does not give the public a right to speak but courts have recognized right to address and petition a governing body
 - Some home rule charters require public comment
 - Most cities set aside time for public comment – if limit time cannot discriminate based on content
 - Must not arbitrarily deny citizens right to redress grievances



Other Meeting Topics

- Procedural Rules

Governmental Bodies can determine their own parliamentary procedure - Not prescribed by state statute

- Disrupting a Meeting

It is a Class B misdemeanor to disrupt a lawful meeting, procession or gathering by physical action or verbal utterance that substantially impairs the proceeding

- Mandatory Training

– Since 2006 OMA and PIA require 2 hours of mandatory open government education for each elected or appointed official and the person designated as the public information coordinator

– Must be within ninety days of election or appointment



Available Resources

- www.texasmunicipallawyers.com
- www.tml.org
- www.texasattorneygeneral.gov





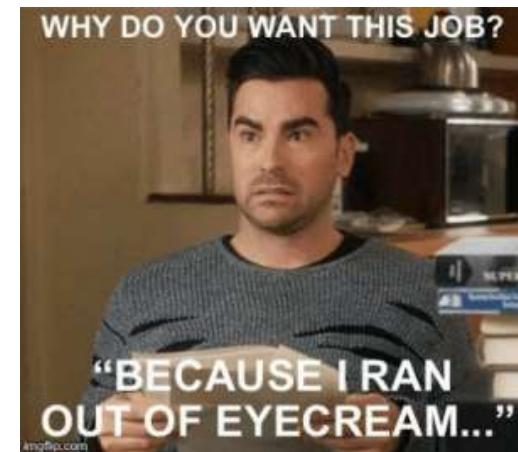
QUESTIONS



Personnel Manual 2021

What is the purpose of the Personnel Manual?

1. Help you know what to expect and how to act.
2. Provide you with processes for harassment complaints and disciplinary actions.
3. Chain of Command.
4. Success at work.





City of Dripping Springs **PERSONNEL MANUAL**



Effective as amended April 20, 2021

At Will Employment

- ▶ Can be hired or fired for any non-discriminatory reason.
- ▶ No contract (unless you have a specific agreement with the city).
- ▶ Personnel policies and job descriptions guide the employment relationship.

Chain of Command

- **Supervisor**
- **Department Director**
- **City Administrator/Deputy City Administrator**

Engaging in activity outside the chain of command as relates to employment matters is detrimental to the employment relationship and harms the ability of the City to react effectively and consistently when presented with employee issues.

Ethics

“As a City employee, you owe a responsibility to the people of Dripping Springs in the performance of your official duties. You should act fairly and honestly and should avoid conflicts of interest and creating even the appearance of impropriety.”

Governed by state law and personnel policies.

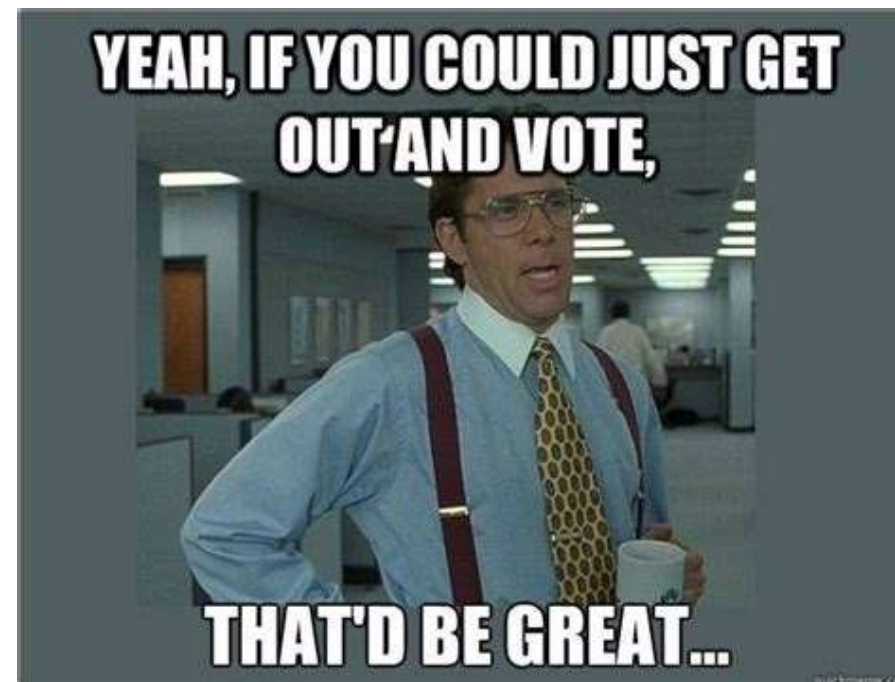
Time

- ▶ **Timesheets:** due to your department head by the final day of each pay period.
- ▶ **Approved timesheets** to Penny by 9 a.m. on the Monday after end of pay period.
- ▶ **Timeclocks:** non-exempt employees use.
- ▶ **Paychecks** every other Friday (unless a holiday and then you will be paid the day before).
- ▶ **Overtime:** only with permission.



Leave

- ▶ Holidays: If you have to work you will either be paid the hours for the Holiday (non-exempt) or receive paid leave (exempt).
- ▶ Vacation: Use after first 90 days.
- ▶ Sick: Use as earned.
- ▶ Compensatory Time Off (Exempt):
 - ▶ Use as accrued
 - ▶ Limitations on rollover
- ▶ Civic: 8 hours per fiscal year to vote and for jury service- Changed to accrue annually
- ▶ Bereavement: increased to three consecutive work days
- ▶ Pregnancy & Parental Leave: Unpaid
- ▶ Administrative Leave
- ▶ Regular, part-time employees are eligible for holiday pay on a pro-rated basis.



Training

- ▶ City will pay for some events, memberships, training, and tuition if:
 - ▶ City-related
 - ▶ Agree to repay if leave service with the City
- ▶ Can include expenses and mileage reimbursement



Uniform Policy



- ▶ Employees are responsible for keeping uniforms in good repair
- ▶ Uniforms are city property (unless purchased by the employee)
 - ▶ Must be relinquished at the end of employment
 - ▶ Subject to reimbursement if not returned

Uniform Policy



- ▶ No identifiable part of the uniform shall be worn while off duty
- ▶ It is a violation of City policy to wear the uniform while working for another employer, including self-employment.
- ▶ This does not apply to commuting, or activities outside the workplace that are directly related to your job with the City

Workplace Conduct

- ▶ **Business Hours 8a-5p (although different hours may be approved by your supervisor)**
- ▶ **Telecommuting: Ongoing review**
- ▶ **Report all accidents**
- ▶ **Professional Appearance-Uniforms may be required**
- ▶ **Privacy**
- ▶ **Drug Free Workplace**
- ▶ **Key Control Policy**

“The attitude and conduct of a City employee, whether in public or private, should at all times be such as to promote the good will and favorable attitude of the public toward the City. This includes providing courteous and respectful service to the public and to city employees.”

Privacy

- ▶ Don't post information or pictures of your coworkers without their permission
- ▶ Do not discuss coworkers' health or medical information with anyone
- ▶ If you have an issue with a coworker, tell your supervisor, not the internet
- ▶ All data on city computers and related equipment is city information and can be subject to records retention and the Public Information Act



Harassment

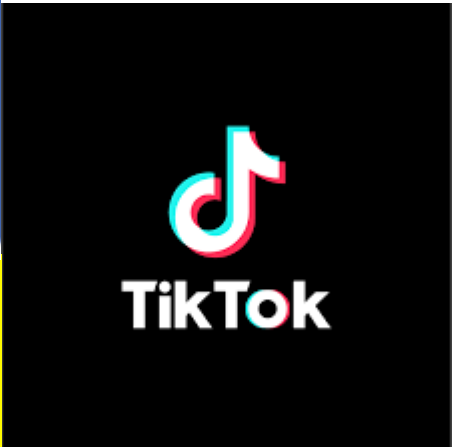
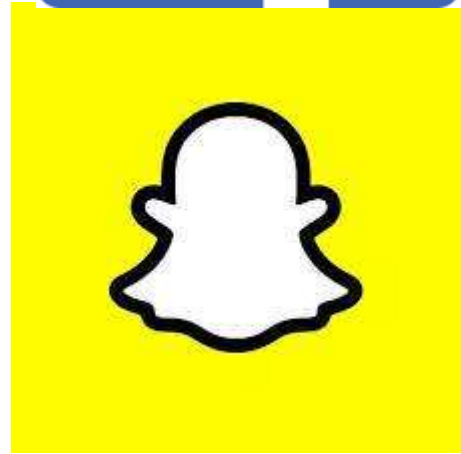
Harassment is any comment or action, whether verbal or online, that is related to an individual's protected class and is offensive to the individual.

- ▶ **Harassment is punishable**
- ▶ **Reporting is required**
- ▶ **Participating in Investigation is not punishable**
- ▶ **Report to: (a) supervisor; (b) city administrator; (c) city attorney; or (d) mayor**
- ▶ **Will be investigated promptly and appropriate action taken**

Comments or conduct that have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive working environment.

Social Media

- ▶ Personal use of social media reflects on the city, so use common sense
- ▶ Only the city administrator, the communications director, and other designated city staff may speak on behalf of the city
- ▶ Don't post anything on social media that would be considered harassment at work





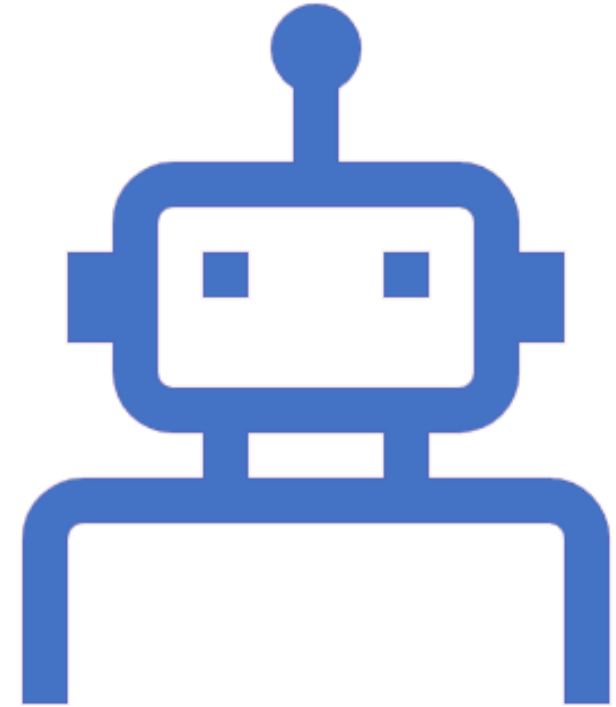
City Hall and Facility Closure Policy

- ▶ City Administrator in consultation with Mayor, the Emergency Management Coordinator, and Hays County
- ▶ Wait for Personal Notification before staying home-or let your supervisor know if you cannot make it to work due to weather or similar issue
- ▶ Work from home tasks may be assigned when travel is not allowed
- ▶ Administrative leave may be available

New Telecommuting Policy

- ▶ When City Hall is Open
- ▶ Allowed to work remotely:
 - ▶ Fill out Telecommuting Plan Form and Quarterly Reviews of Telecommuting
 - ▶ Approval by Supervisor
 - ▶ Approval by City Administrator
 - ▶ Available during Set Schedule

Anyone who wishes to Telecommute regularly after June 14, 2021 needs to submit Telecommuting Plan to Supervisor. Reach out to Michelle or Ginger for more information.



Destruction Policy: What not to do.

- ▶ **City Staff are responsible for:**
 - ▶ **Coordinating transfer of surplus equipment**
 - ▶ **Ensuring paperwork/forms completed**
 - ▶ **Maintaining master list of property that has been transferred/is awaiting transfer**

▶ **Equipment: property > \$25**

Unauthorized removal or disposal of City property is considered theft and is a serious breach of City policy



Discipline

- ▶ Progressive:
 - ▶ Verbal
 - ▶ Written
 - ▶ Suspension
 - ▶ Termination

- ▶ Discretionary

GROUNDS FOR DISCIPLINE OR DISCHARGE

- ▶ **Insubordination**
- ▶ **Failure to Perform Job Duties**
- ▶ **Violation of City Policy/Ordinance, State Law, or Federal Law**
- ▶ **Failure to Conduct Self in a Courteous and Proper Manner**
- ▶ **Misappropriation of Funds, Equipment, or Supplies**
- ▶ **Persistent Tardiness or Truancy**
- ▶ **Carelessness or Recklessness**
- ▶ **Misconduct**
- ▶ **Misuse of City Equipment or Information**
- ▶ **Dishonesty**
- ▶ **Incompetency**
- ▶ **Harassment**
- ▶ **Violation of Personnel Manual**



Harassment

Comments or conduct that have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive working environment.

(c) Harassment is Punishable

Harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical or verbal abuse related to a protected status. A finding that any employee has committed any such form of harassment will result in disciplinary action.

Report/Investigate Harassment

Harassment is punishable

Reporting is required

Participating in Investigation is not punishable

Report to: (a) supervisor; (b) city administrator; (c) city attorney; or (d) mayor

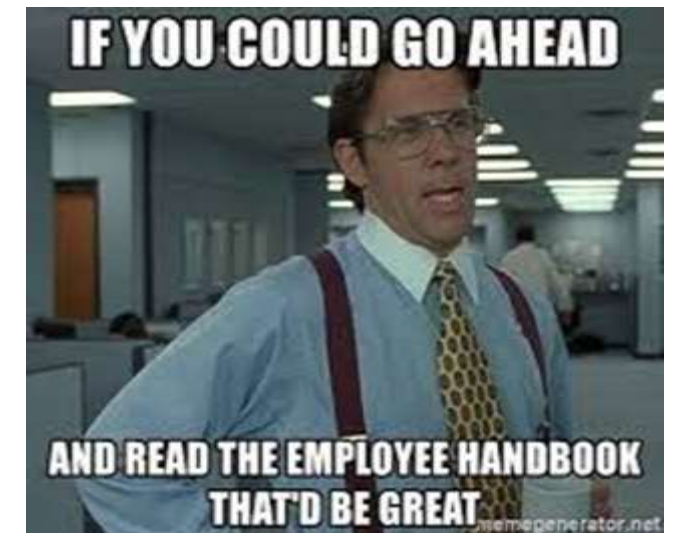
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Grievances

- ▶ **Current or Former Employee**
 - ▶ **Written Grievance in 5 days**
 - ▶ **Investigated as necessary**
 - ▶ **Person bringing grievance will be allowed to submit evidence**
 - ▶ **Brought to City Administrator**

Personnel Manual and Acknowledgment Form

- ▶ Review the Personnel Manual
- ▶ Let us know if you have any questions
- ▶ Fill out the Acknowledgment Form and send it to Michelle
 - ▶ Email a signed copy; or
 - ▶ Give her a signed original



Success at Work

- 1. Be Organized
- 2. Be Responsible
- 3. Be on time
- 4. Be Courteous and Watch Your Mouth
- 5. Be flexible to Other People
- 6. Be Accountable
- 7. Have a Positive Attitude
- 8. Be Caring





1. Supervisor
2. Department Head
3. Michelle Fischer, City Administrator
4. Ginger Faught, Deputy City Administrator

WHO YOU GONNA CALL?



Ethics

A Municipal Guide

by: Laura Mueller, City Attorney

Chapter 171 – Conflict of Interest

- Definition

- A local public official has a conflict of interest in a matter if any action on the matter would involve a business entity or real property in which the official has a substantial interest, and action on the matter would confer an economic benefit on the official.

- General Rule

- The official must file an affidavit with the city secretary stating the interest and abstain from any participation or vote on the matter
- A public official is considered to have a substantial interest if a close relative has such an interest



Chapter 171 – Conflict of Interest

When in doubt, Fill it out!



- Exception
 - Not required to abstain from further participation or a vote on the matter if a majority of the members of the governing body also have a conflict of interest and file an affidavit.
- Penalties
 - Penalties for violating the conflict of interest provisions range from having the action voided to the imposition of fines and incarceration.
- City Secretary, Andrea Cunningham, has the Affidavit form if needed.
- Feel free to reach out to the City Attorney if you have have questions, but this is a personal decision.

Chapter 176- Conflicts Disclosure

- General Rule

- Mayors, councilmembers, and certain other executive city officers and agents file a “conflicts disclosure statement” with a city’s records administrator within seven days of becoming aware of the following situations:

- A city officer or the officer’s family member has an employment or business relationship that results in taxable income of more than \$2,500 in the preceding 12 months with a person who has contracted with or is considering contracting with the city (“vendor”).
- A city officer or the officer’s family member receives and accepts one or more gifts with an aggregate value of \$100 in the preceding 12 months from a vendor.
- A city officer has a family relationship with a vendor.



Chapter 176- Conflicts Disclosure

- General Rule cont.
 - The chapter also requires a vendor to file a "conflict of interest questionnaire" if the vendor has a business relationship with the city and an employment or other relationship with an officer or officer's family members, has given a gift to either, or has a family relationship with a city officer.
 - The conflicts disclosure statement and the conflict of interest questionnaire are created by the Texas Ethics Commission and are available online at www.ethics.state.tx.us.
- Penalties
 - An officer who knowingly fails to file the statement commits either a class A, B, or C misdemeanor, depending on the amount of the contract.



Chapter 553- Conflicts Disclosure

- General Rule

- Government Code Chapter 553 requires a “public servant” who has a legal or equitable interest in property that is to be acquired with public funds to file an affidavit within ten days before the date on which the property is to be acquired by purchase or condemnation.
 - Chapter 553 applies to the acquisition of both real property (e.g., land) and personal property (e.g., a vehicle).
 - In addition, Chapter 553 seems to apply even when the property is to be acquired by a governmental entity with which the public servant is not affiliated.
 - The affidavit must be filed with the county clerk of the county in which the public servant resides as well as the county clerk of each county in which the property is located.



Chapter 553- Conflicts Disclosure

- Penalties
 - A person who fails to file the required affidavit is presumed to have committed a Class A misdemeanor offense if the person had actual notice of the acquisition or intended acquisition of the property.
 - A Class A misdemeanor is punishable by a fine not to exceed \$4,000, confinement in jail for a term not to exceed one year, or both.



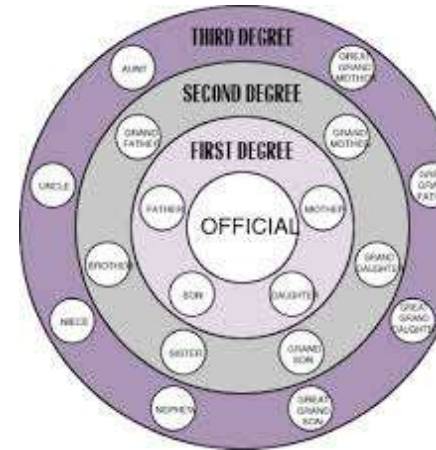
Nepotism

- Definition
 - The appointment or employment of a close relative of a city's "final hiring authority (the city council or city manager, depending on the form of government)" to a paid position with the city
- General Rule
 - A public official, acting alone or as a member of a governing body, generally may not appoint a close relative to a paid position, regardless of the relative's merit. In addition, the reverse applies. In other words, a person may not be elected to the city council if a close relative is employed by the city, unless the relative first resigns.



Nepotism

- Exception
 - If the employee has been continuously employed by the city for a certain period of time, a close relative may be elected to the city council.
- Penalties
 - Penalties for violating the nepotism provisions include a fine and immediate removal from office.
- In a Type A General Law City this applies to all members of City Council.



2nd Degree-by marriage
3rd Degree-by blood

Bribery and Gifts

- Definition

- A public official or public employee commits the crime of bribery when they accept, agree to accept, or solicit any benefit as consideration for a decision, opinion, recommendation, vote, or other exercise of discretion. The fact that a benefit or gift was not offered until after the exercise of official discretion is not considered a defense to a prosecution for bribery.

- Penalty

- The penalty for violating the bribery law is a second-degree felony, punishable by two to twenty years imprisonment and a fine of up to \$10,000



City Ethics Ordinance-Article 2.02

- Generally same as Chapter 171
- Cannot vote on land use items if receive the notice provided by the planning department
- Covers misuse of information, equipment, and personnel (which is also in state law)





Questions



Open Meetings

A Municipal Guide

by: Laura Mueller, City Attorney

Why Open Meetings Training?

- AG Requires



Why Open Meetings Training?

Legal Consequences of Violating OMA

Fines and even jail time



Points to Remember

1. Understand what constitutes a meeting
2. Beware of email, text messages, & social media
3. Assume gatherings are “meetings”



Open Meetings

- Open Meetings Act
- Location
- Quorum & subcommittees
- Social gatherings & conferences
- Other Boards
- Staff meetings
- Action without meetings
- Email & text messages
- Lobbying



Open Meetings

- **Open Meetings Act: Chapter 551 Texas Gov't Code**
 - General Rule: Every gathering that meets the Act's definition of a meeting held by a governing body as defined in the Act must be open to the public
- **Governing Body Defined: Includes a municipal governing body in the state and a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of a county or municipality.**
 - A non-exhaustive list of entities is in Section 551.001(3) of the Act



Open Meetings

- Meeting Defined – Section 551.001(4) of the Act defines *meeting* as:
 - a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered or during which the governmental body takes formal action; or
 - except as otherwise provided by this subdivision, a gathering:
 - (i) that is conducted by the governmental body or for which the governmental body is responsible;
 - (ii) at which a quorum of members of the governmental body is present;
 - (iii) that has been called by the governmental body; and
 - (iv) at which the members receive information from, give information to, ask questions of, or receive questions from any third person, including an employee of the governmental body, about the public business or public policy over which the governmental body has supervision or control.



Open Meetings

- Location

 - Accessible to the public and within the state of Texas

- Quorum

 - A quorum is a majority of the governing body - unless otherwise defined by law, rule or charter
 - Type A General Law City – Quorum for called meetings or tax imposition meetings require a super majority of 2/3 of aldermen
 - A quorum is required for body to exercise its authority

- Subcommittees

 - Caution: Some AG and court opinions have applied OMA to subcommittees comprised of governing body members even though not a quorum



Open Meetings

- Social Gatherings & Conferences
 - Doesn't apply to purely social or ceremonial events or press conferences – so long as discussion of municipal business is incidental
 - A civic gathering CAN constitute a meeting if a quorum is present and public business of the governing body is discussed.
 - 2017 Exception: does not apply to a candidate forum, appearance or debate to inform the electorate if no formal action is taken and discussion of public business is incidental
- Advisory Boards
 - OMA doesn't apply if actually advisory and not "rubber stamped"



Open Meetings

- Staff Meetings
 - Not subject to OMA if no power to make decisions
- Deliberation of Public Business
 - Deliberation of public business by a quorum of a governmental body – whether or not agreement is reached - MUST be conducted under the OMA
- Email & Text Messages



Open Meetings

- Executive Sessions:
Attorney, Personnel, Eco Development, Security, Real Estate, Gifts
- Joint meetings
e.g., P&Z, TIRZ
- Ratification- 2nd Try
- Excluding certain persons
- Information from executive session



Open Meetings: Executive Sessions

- Executive session procedures:
 - Must first convene in open session
 - Identify which issues to be discussed
 - Cite the applicable exception
- Permitted executive session topics:
 - Real Property Deliberations
 - Security Measures
 - Receipt of gifts
 - Consultation with Attorney
 - Competitive Matters Involving Electric Utilities
 - Economic Development
 - Homeland Security
 - Personnel Matters



Permitted Executive Session Topics

- Real Property Deliberations

A governing body may discuss the purchase, exchange, lease or value of real property in an Executive Session IF an open meeting would be detrimental to negotiations



Consultation with Attorney

- Permitted executed sessions topic
- A governmental body may meet behind closed doors for the purposes of receiving legal advice from its attorney about:
 - Pending or contemplated litigation
 - A settlement offer
 - Administrative hearings; or
 - Matters in which the duty of the attorney to the governmental body conflicts with the Open Meetings Act
- The Attorney must be present or may participate by telephone, internet or video conference under certain circumstances



Consultation with Attorney



Personnel Matters

- Permitted executive session topic
- A governmental body may meet in executive session to discuss the appointment, employment, evaluation, reassignment, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against such persons
- May not meet in executive session to discuss an employee if he/she requests a public hearing - except consultation with attorney on pending lawsuit related to charges or complaints
- Appointments to or removal from advisory bodies or commissions generally not applicable



Other Permitted Executive Session Topics

- Economic Development

A governmental body may meet in executive session to discuss commercial or financial information received from a business prospect with which the body is conducting negotiations; or financial or other incentives to the business project

- Homeland Security Related Deliberations

A governmental body may meet in executive session to discuss information related to critical infrastructure and security related topics

- Competitive Matters Involving Electric Utilities



Executive Session

- Excluding/Admitting Certain Persons
 - Only the members of the governmental body, i.e. mayor and councilmembers or aldermen have the right to convene in executive session – may exclude staff members
 - Governmental body may admit agents, representatives or third parties if their interest is aligned and the person's presence is necessary

- Information Received in Executive Session

Information received may be subject to the Public Information Act even though received in Executive Session



Open Meetings

- Agendas – who, what, where, when
- Time & accessibility - 72 hours
- Specificity- reasonable person
- Notice of executive sessions
- Reports / council comments
- Emergency meetings - 2 hours
- Website notice
- Recess - next day
- Videoconference
- Chatroom



Meeting Notice Content

- A governmental body must provide notice of the date, hour, place and subject of each meeting held by the body
- Generally notice is adequate for purposes of the OMA if it alerts or informs the public that some action will be taken on a particular topic - a higher degree of specificity is required when a subject is of special or significant interest to the public
- If a member of the public inquires about a subject for which notice was not given the ONLY allowed deliberation or decision is:
 - A proposal to place the subject on a future agenda;
 - A statement of factual information; or
 - A recitation of existing policy



Notice: When, Where and What to Post

- For Cities - notice must be given 72 hours in advance of the meeting, or 2 hours in advance for an emergency meeting and must be readily accessible to the public at all times
- Cities must post the Meeting Agenda on a bulletin board or electronic bulletin board at a location close to City Hall
- City Internet Posting – In addition to posting on the bulletin board, the OMA requires additional online posting requirements:
 - Any municipality that has a website must publish a meeting NOTICE online on the city’s website which must include the date, time, place and subject of the meeting
 - Municipalities with a population over 48,000 must post the actual meeting agenda on the city website
- City’s online notices or agendas must be posted for the same time periods as physical postings



Meeting Notice Content Cont'd

- Specificity of Notice
 - Must be sufficient to inform the public of the subjects to be addressed at the meeting.
 - Public Comment Sessions must be listed – but No “Staff Report” allowed must specify subject
 - Mayor’s update, City Manager’s Report – not allowed must notify of subjects – But can make non-substantive civic announcements as long as no action taken or discussed
 - Items of Special or Significant Interest – be clear
- Notice of Executive Sessions
 - Not required to specify if item in regular or executive session – but if custom and practice to do so do not abruptly depart from the practice



Emergency Meetings

- Meetings called to address an imminent threat to public health and safety or matters of urgent public necessity may be called after posting for two hours
- Notice must be given to media at least one hour before the meeting and must clearly identify the nature of the emergency or urgent public necessity



Emergency Meetings Cont'd

- The mere necessity of quick action does not constitute an emergency where the situation calling for such action could have been reasonably anticipated
- The Texas Supreme Court has said an emergency is a condition arising suddenly and unexpectedly, not caused by any neglect or omission of the person in question, which calls for immediate action



Recess

- Separate notice is required to reconvene a meeting after an extended recess
- The governmental body can reconvene the next day without additional notice IF done in good faith and not as an evasion of the OMA



Open Meetings

- Minutes – transcript not required
- Retention – 2 to 5 years
- Individual notes & recordings
- Violations – civil & criminal penalties



Open Meetings: Minutes

- Governmental body must keep a certified copy of the agenda or a tape recording for all meetings – open and closed
- A brief summary is all that is required – no verbatim transcript
- Must have:
 - date and time of the meeting
 - names of those present
 - subject of each deliberation
 - indicate each vote, order, decision or other action



Retention and Use of Minutes

- Executive Sessions – at least two years after the date of the meeting – longer if litigation is pending
- Open Sessions – In compliance with the entity's retention schedule
- Individual Recordings of Executive Session – Member of the governing body may not make his or her own recording of an executive session but can review the certified agenda or the official tape recording even if he/she did not attend the session



Violations and Defenses to OMA

- Violations of the Open Meetings Act
 - Conspiracy to circumvent the OMA
 - Calling or participating in an illegal closed session
 - Closed meeting without agenda or tape recording
 - Disclosure of certified agenda or tape recording of closed meeting

- Affirmative Defense

If governmental body acted in reasonable reliance on:

- A court order
- A written interpretation in an opinion of a court of record
- The attorney general; or
- The written advice of the attorney for the governing body



Enforcement and Penalties

- Prosecution by County or District Attorney
- Punishment – can be fines or jail time
- Ignorance is not a defense
- Possible civil liability
- Actions taken in violation of the OMA are voidable



Other Meeting Topics

- Agenda preparation
- Establishing a quorum
- Frequency of meetings
- Regulating public comment
- Procedural rules
- Records retention
- Disrupting meetings / disorderly conduct
- Topic-specific notice & hearing rules



Agenda Preparation

- Body as a whole has authority to determine
- Body may adopt reasonable rules consistent with law to conduct meetings
- No public control provided by law – but body may establish process
- Preparation process should not involve substantive deliberations by a quorum of members
- Some matters statutorily required to be on agendas: land use, budget, required contracts, municipal court judge
- Staff is here to help



Establishing a Quorum

- Dripping Springs– Mayor and Five Aldermen
 - Quorum for regular meeting is three councilmembers
 - Quorum for special or regarding taxes is four councilmembers
 - Presence of mayor not counted toward quorum
- Other Boards: Majority of members



Other Meeting Topics

- Frequency of Meetings
 - Type A – set by Ordinance
 - Regulating Public Comment
 - The OMA does not give the public a right to speak but courts have recognized right to address and petition a governing body
 - Some home rule charters require public comment
 - Most cities set aside time for public comment – if limit time cannot discriminate based on content
 - Must not arbitrarily deny citizens right to redress grievances



Other Meeting Topics

- Procedural Rules

Governmental Bodies can determine their own parliamentary procedure - Not prescribed by state statute

- Disrupting a Meeting

It is a Class B misdemeanor to disrupt a lawful meeting, procession or gathering by physical action or verbal utterance that substantially impairs the proceeding

- Mandatory Training

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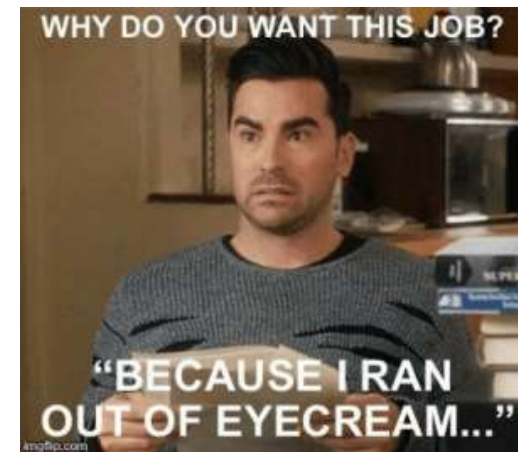
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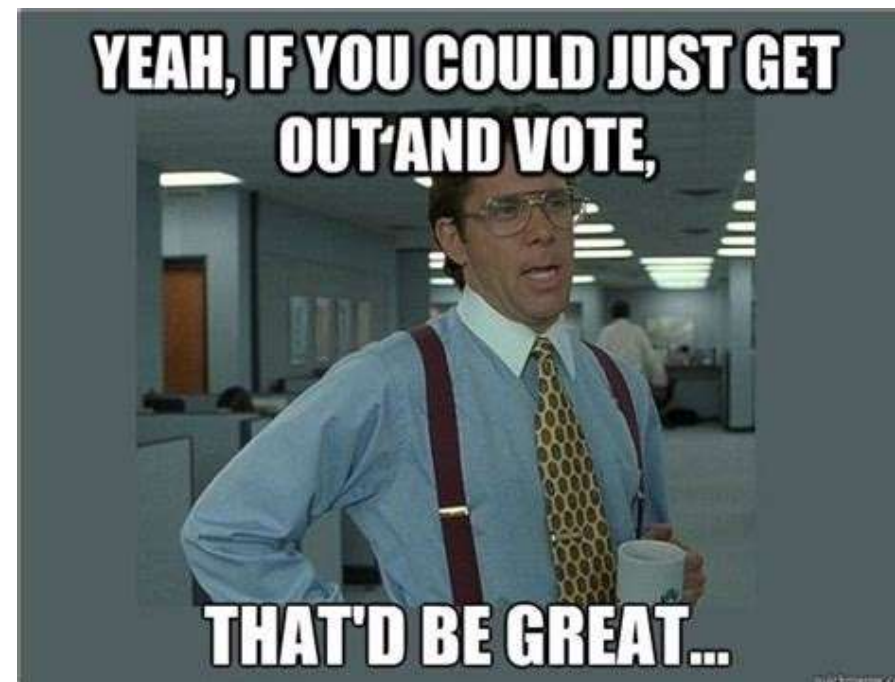
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- ▶ Uniforms are city property (unless purchased by the employee)
 - ▶ Must be relinquished at the end of employment
 - ▶ Subject to reimbursement if not returned

Uniform Policy



- ▶ No identifiable part of the uniform shall be worn while off duty
- ▶ It is a violation of City policy to wear the uniform while working for another employer, including self-employment.
- ▶ This does not apply to commuting, or activities outside the workplace that are directly related to your job with the City

Workplace Conduct

- ▶ **Business Hours 8a-5p (although different hours may be approved by your supervisor)**
- ▶ **Telecommuting: Ongoing review**
- ▶ **Report all accidents**
- ▶ **Professional Appearance-Uniforms may be required**
- ▶ **Privacy**
- ▶ **Drug Free Workplace**
- ▶ **Key Control Policy**

“The attitude and conduct of a City employee, whether in public or private, should at all times be such as to promote the good will and favorable attitude of the public toward the City. This includes providing courteous and respectful service to the public and to city employees.”

Privacy

- ▶ Don't post information or pictures of your coworkers without their permission
- ▶ Do not discuss coworkers' health or medical information with anyone
- ▶ If you have an issue with a coworker, tell your supervisor, not the internet
- ▶ All data on city computers and related equipment is city information and can be subject to records retention and the Public Information Act



Harassment

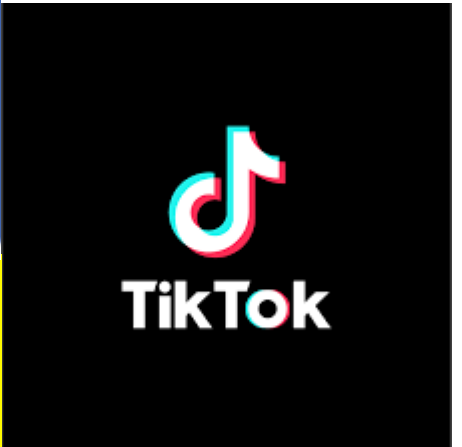
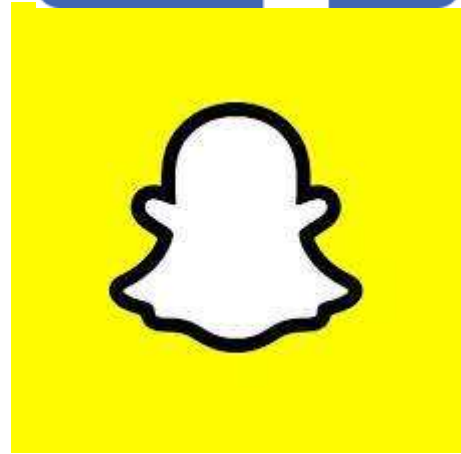
Harassment is any comment or action, whether verbal or online, that is related to an individual's protected class and is offensive to the individual.

- ▶ **Harassment is punishable**
- ▶ **Reporting is required**
- ▶ **Participating in Investigation is not punishable**
- ▶ **Report to: (a) supervisor; (b) city administrator; (c) city attorney; or (d) mayor**
- ▶ **Will be investigated promptly and appropriate action taken**

Comments or conduct that have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive working environment.

Social Media

- ▶ Personal use of social media reflects on the city, so use common sense
- ▶ Only the city administrator, the communications director, and other designated city staff may speak on behalf of the city
- ▶ Don't post anything on social media that would be considered harassment at work





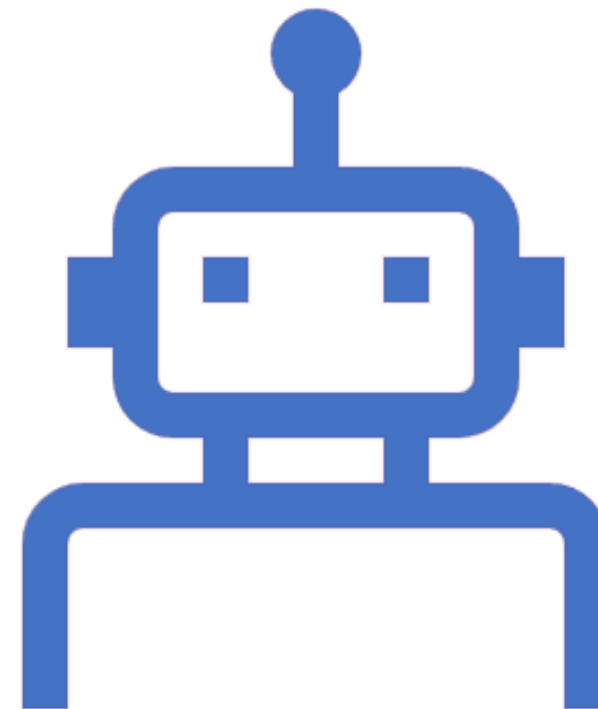
City Hall and Facility Closure Policy

- ▶ City Administrator in consultation with Mayor, the Emergency Management Coordinator, and Hays County
- ▶ Wait for Personal Notification before staying home-or let your supervisor know if you cannot make it to work due to weather or similar issue
- ▶ Work from home tasks may be assigned when travel is not allowed
- ▶ Administrative leave may be available

New Telecommuting Policy

- ▶ When City Hall is Open
- ▶ Allowed to work remotely:
 - ▶ Fill out Telecommuting Plan Form and Quarterly Reviews of Telecommuting
 - ▶ Approval by Supervisor
 - ▶ Approval by City Administrator
 - ▶ Available during Set Schedule

Anyone who wishes to Telecommute regularly after June 14, 2021 needs to submit Telecommuting Plan to Supervisor. Reach out to Michelle or Ginger for more information.



Destruction Policy: What not to do.

- ▶ **City Staff are responsible for:**
 - ▶ **Coordinating transfer of surplus equipment**
 - ▶ **Ensuring paperwork/forms completed**
 - ▶ **Maintaining master list of property that has been transferred/is awaiting transfer**

- ▶ **Equipment: property > \$25**

Unauthorized removal or disposal of City property is considered theft and is a serious breach of City policy



Discipline

- ▶ Progressive:
 - ▶ Verbal
 - ▶ Written
 - ▶ Suspension
 - ▶ Termination

- ▶ Discretionary

GROUNDS FOR DISCIPLINE OR DISCHARGE

- ▶ **Insubordination**
- ▶ **Failure to Perform Job Duties**
- ▶ **Violation of City Policy/Ordinance, State Law, or Federal Law**
- ▶ **Failure to Conduct Self in a Courteous and Proper Manner**
- ▶ **Misappropriation of Funds, Equipment, or Supplies**
- ▶ **Persistent Tardiness or Truancy**
- ▶ **Carelessness or Recklessness**
- ▶ **Misconduct**
- ▶ **Misuse of City Equipment or Information**
- ▶ **Dishonesty**
- ▶ **Incompetency**
- ▶ **Harassment**
- ▶ **Violation of Personnel Manual**



Harassment

Comments or conduct that have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive working environment.

(c) Harassment is Punishable

Harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical or verbal abuse related to a protected status. A finding that any employee has committed any such form of harassment will result in disciplinary action.

Report/Investigate Harassment

Harassment is punishable

Reporting is required

Participating in Investigation is not punishable

Report to: (a) supervisor; (b) city administrator; (c) city attorney; or (d) mayor

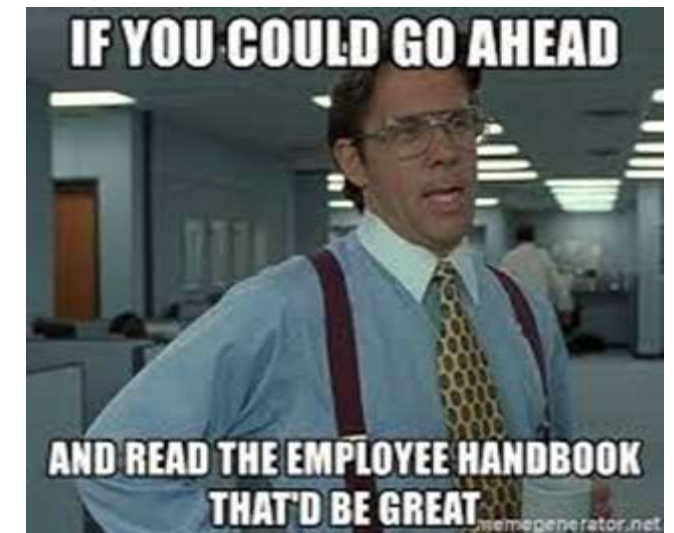
Will be investigated promptly and appropriate action taken

Grievances

- ▶ **Current or Former Employee**
 - ▶ **Written Grievance in 5 days**
 - ▶ **Investigated as necessary**
 - ▶ **Person bringing grievance will be allowed to submit evidence**
 - ▶ **Brought to City Administrator**

Personnel Manual and Acknowledgment Form

- ▶ Review the Personnel Manual
- ▶ Let us know if you have any questions
- ▶ Fill out the Acknowledgment Form and send it to Michelle
 - ▶ Email a signed copy; or
 - ▶ Give her a signed original



Success at Work

1. Be Organized
2. Be Responsible
3. Be on time
4. Be Courteous and Watch Your Mouth
5. Be flexible to Other People
6. Be Accountable
7. Have a Positive Attitude
8. Be Caring





1. Supervisor
2. Department Head
3. Michelle Fischer, City Administrator
4. Ginger Faught, Deputy City Administrator

WHO YOU GONNA CALL?